



HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING

August 27, 2020

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its regularly scheduled meeting at 10860 N. Hideout Trail, Hideout, Utah for the purposes and at the times as described below on Thursday, August 27, 2020

All public meetings are available via ZOOM conference call and net meeting.

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

Regular Meeting
6:00 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Council Minutes
 1. Approval of June 11, 2020 Meeting Minutes
 2. Approval of June 25, 2020 Meeting Minutes
 3. Approval of July 9, 2020 Meeting Minutes
 4. Approval of July 23, 2020 Meeting Minutes
- IV. Public Input - Floor open for any attendee to speak on items not listed on the agenda
- V. Agenda Items
 1. Resignation of Council Member Kurt Shadle and Public Notice of Open Vacancy
 2. Introducing Polly McLean - Hideout Town Attorney
 3. **Public Hearing** - Consideration and possible adoption of an Impact Fees Facilities Plan Establishing Service Areas Within the Town of Hideout
 4. **Public Hearing** - Consideration and possible adoption of Ordinance 2020-09 regarding Impact Fees
 5. Discussion and possible approval of a Reimbursement Agreement with Mustang Development, LLC, related to public infrastructure within the Town of Hideout
 6. Discussion and possible approval of two public access and use license agreements with Mustang Development, LLC
 7. Discussion and possible approval of Cooperative Emergency Access Agreement Between UDOT and the Town of Hideout; MP 7.42, SR-248
 8. Discussion and possible approval of Cooperative Maintenance Agreement Between UDOT and the Town of Hideout; SR-248 Access Improvements at MP 7.33 and 7.42
 9. Continued discussion regarding Todd Hollow eviction notices
 10. July 2020 budget review

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 08/26/20

**Minutes
Town of Hideout Town Council Special Meeting
Conducted Electronically
June 11, 2020**

Present: Mayor Phillip Rubin
Chris Baier
Jerry Dwinell
Carol Haselton
Kurt Shadle

Staff: Jan McCosh, Town Administrator
Alison Lutes, Town Clerk
Dan Dansie, Town Attorney
Thomas Eddington, Town Planner
Ryan Taylor, TO Engineers
Wes Bingham, Town Accountant

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Phil Rubin called the Town Council Meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was not recited as the meeting was held virtually.

II. ROLL CALL

All members of the Town Council were present.

III. APPROVAL OF COUNCIL MINUTES

1. May 5, 2020 Minutes.

The minutes were reviewed and the proposed amendments noted.

Council Member Shadle moved to approve the minutes of May 5, 2020, as amended. The motion was seconded by Council Member Dwinell. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

2. May 14, 2020 Minutes.

The minutes were reviewed and modified.

Council Member Haselton moved to approve the minutes of May 14, 2020, as amended. The motion was seconded by Council Member Shadle. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

1 IV. AGENDA ITEMS

3 1. Approval of Monthly Bills to be Paid.

5 Attention was directed to Engineering and the Town expenses of \$10,000. Town Administrator,
6 Jan McCosh noted that they are moving to fixed fees, which should help with this line item. Fixed
7 fees will be for the pass-through expenses, but the fixed fees will not address the Town expenses.
8 Numerous hours had been spent on the Titles being discussed later and by Ryan Taylor from TO
9 Engineers, which has contributed to this expense/.

11 Mayor Rubin reported that some of Mr. Taylor's expenses should be charged to the Enterprise
12 Fund. Council Member Shadle pointed out there is only \$2,600 in the Enterprise Fund. Mayor
13 Rubin suggested that they go back to Ms. McCosh and Mr. Taylor about what percentage of the
14 fees should go to the Enterprise Account. Ms. McCosh stated that it was under review and they
15 should have an amendment ready for the next meeting on additional funds to the Enterprise
16 Account. Mayor Rubin asked Mr. Taylor to review the expenses to determine what portion can go
17 to the Enterprise Fund.

19 Council Member Dwinell did not see anything about the paving items that were discussed the
20 previous month. Mayor Rubin explained that paving will begin in July. Council Member Dwinell
21 recalled that the minutes included discussion of approving a paving contract. He asked if those
22 expenses had begun to be incurred. Mayor Rubin confirmed that they had not. They are working
23 with Town Accountant, Wes Bingham to take the current year's money allocated to road repair to
24 ensure that it is available in the coming fiscal year, which starts in July.

26 **Council Member Shadle moved to approve payment of the bills. The motion was seconded**
27 **by Council Member Baier. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry**
28 **Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.**

30 2. Public Hearing – Consideration and Approval of an Amendment to the FY- 31 2019-2020 Budget.

33 Jan McCosh presented the proposed budget amendment and Town Accountant, Wes Bingham
34 addressed changes to the operating budget and stated that he looked at the budget from the
35 standpoint of each department. Building Inspection fees were projected to be approximately
36 \$45,000 higher and Legal fees \$10,000 higher. Engineering was estimated to be approximately
37 \$45,000 higher. They are increasing the budgets in these areas because actual costs were expected
38 to come in higher. Additionally, they only budgeted \$3,000 for the audit but were required to have
39 a full audit. As a result, that line item was increased by \$7,000. The Administrative Office
40 Supplies line item came in significantly higher than budgeted. Overall, they will use
41 approximately \$20,000 of the sales tax to pay the expenditures. Property taxes were estimated to
42 be \$5,000. They did not expend \$25,000 for Safety Personnel, so that budget item will decrease.
43 The remainder will be appropriated through the surplus.

45 With respect to the Enterprise Fund, although not required, Mr. Bingham included a depreciation
46 budget. There were no further amendments to the Enterprise Fund. Some of the estimates are

1 conservative but he wanted to ensure that legally, they stay within their limits and meet the
2 requirements pursuant to the Municipal Code. Council Member Shadle stated that the previous
3 administration budgeted nothing for infrastructure replacement. As a result, they need to catch
4 up and be diligent in setting funds aside for future improvements and repairs to Town
5 infrastructure.

6
7 Mayor Rubin reported that they are not yet closing the 2019-2020 fiscal year. Once all the bills
8 through June have been received, there could be another adjustment before they finalize the year.
9 Mr. Bingham believed that the budget, as amended, will keep the various departments within the
10 General Fund and the overall legal limits the Council set when the budget was adopted. He did
11 not expect to have to make additional amendments.

12
13 With the contract specific to the Roads budget, Mr. Bingham agreed to draft a resolution next fiscal
14 year after they see the road contract. As a matter of practice, when the fiscal year ends and the
15 budget is closed out, any funds that have not been spent will go to the Unrestricted category. The
16 Council is allowed to make an amendment to appropriate those funds.

17
18 Council Member Dwinell asked about the process mandating that the Council pass a Budget
19 Resolution for the current year. Mr. Bingham explained that certain departments within the
20 General Fund could be spending more than budgeted. The proposed resolution sets a legal limit
21 on what the Town is allowed to spend within each department.

22
23 The proposed changes were based on Mr. Bingham's belief that some departmental costs will be
24 higher than budgeted. He stated that the State requires the budget to be balanced by department.
25 Therefore, each account must be within the range of what was budgeted. While they may not
26 expend the funds allocated to a specific department, they want to ensure that there are sufficient
27 funds in order to not go over budget. The auditor looks at the budget by individual departments to
28 make sure they do not go beyond the legal limits.

29
30 Mayor Rubin stated that when they close out the Fiscal Year and have spent less than the projected
31 budget, those funds are carried over to the next Fiscal Year. The surplus sits in equity, which can
32 be appropriated by resolution.

33
34 In response to a question raised, Mayor Rubin responded that building inspections are pass-
35 throughs but are a credit/debit transaction that is differentiated between Building Inspection
36 Revenue and Building Inspection Expense. When there are more building inspections, there is
37 more expense than the budget included, and they are required to amend that line item. Council
38 Member Dwinell asked why the revenue from the Building Inspections is not included in the
39 proposed amendment to the budget. It was clarified that the revenue will necessarily exceed what
40 was budgeted as revenue, but the expenditures ultimately were higher than initially budgeted,
41 which requires an amendment.

42
43 There were questions raised about the need for an increase in the Building Inspection Budget if
44 there is Building Inspection revenue to cover it. Mr. Bingham explained that they are not changing
45 the budgeted revenue figure since they are within the originally budgeted number. He expected to
46 be under budget in revenues based on his projections. The revenue numbers remained unchanged

and he did not expect the revenues to increase. In addition, he wanted to show the expenditure number as being pulled from surplus.

It was reported that the Town collected enough to pay for the inspections. Ms. McCosh explained that they do not take monies out of revenue to pay for expenditures because it is an issue of timing. She stated that the revenue and expenditures do not necessarily line up. Staff accounts for the revenue when it is received. On a standard Building Permit, they require payment, but they advance some permits. The Council questioned the authority to advance some building permits.

It was noted that the line items for Building Inspection Revenue and Expenditures is an accounting function. When the revenue comes in, it is recorded to Building Permits. The budget numbers are not actual dollars, so when the actual dollars come in, they can be reconciled. It is an exercise of moving budget numbers around and has nothing to do with how the overages are paid. Because the budget amount for building inspection revenue is on target, that line item will not be changed to increase building inspection expenditures.

Mr. Bingham set the expenditure numbers slightly higher so that if they get close to those limits, they can legally pay their bills without conflicting with the State, and ultimately the Council. They moved numbers from other categories that they were fairly certain will not approach the budgeted amount. It does not matter if the revenue numbers are higher than budgeted but the expenditure numbers do matter. It is important to make sure that the expenditure accounts remain within budget even though each revenue account does not specify where the funds are being pulled from. Ultimately, the goal is for the expenditure accounts to stay within budget. Mr. Bingham invited the Council Members to contact him with questions.

Mayor Rubin opened the public hearing. There were no public comments. The public hearing was closed.

Council Member Shadle moved to approve an amendment of the Fiscal Year 2019-2020 Budget per the documentation presented, along with the correction to the Resolution to reflect the Town of Hideout and the addition of subtotals on both source and use. The motion was seconded by Council Member Haselton. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

Council Member Shadle reported that the Budget Committee will provide the Council with quarterly targets for budget line items. John Sherwood from the Budget Committee will spearhead the quarterly reports.

3. Public Hearing – Consideration and Approval of FY 2020-2021 Budget.

Council Member Shadle presented an overview of the new budget. It was reported that a Provisional Budget was adopted at the May meeting. Every level of government is grappling with uncertainties relative to the economic effects of COVID-19. The Town is mindful that whatever is included in the budget may need to be amended later.

1 The revenue assumptions the Budget Committee was striving for include not utilizing the Town's
2 reserves. They are proposing to decrease the number of building permits from 78 to 50 and project
3 that sales tax revenue will be down even though the population has increased. They must ensure
4 that they are credited for the right population in the Town. Class C Road Funds will likely increase
5 slightly because they have more road miles in Town; however, gas tax revenue will likely be down
6 because people are not driving as much. The Town will also generate more revenue from planning
7 and zoning fee schedule.

8
9 In terms of expense projections, they have been more realistically allocating personnel time
10 between the General Fund and the Enterprise Fund. This will not change the number of staff
11 members but will have an impact on a tight budget. The Enterprise Fund has significant revenues,
12 although most of the revenues need to be set aside due to depreciation and replacement expenses.

13
14 Two major expenses were envisioned in the budget. The first was a year-end agreement with the
15 Wasatch Sheriff's Office to initiate patrols in Town. There were concerns that insurance premiums
16 for the Town will increase as a result of the patrols. The second expense was the Town Planner.

17
18 Council Member Dwinell asked about Council Pay and whether that figure is being adjusted since
19 there are now two meetings per month. After some discussion, the decision was made to not
20 increase the budget for Council Pay.

21
22 There was no increase in property taxes or water rates. With respect to water rates, Jordanelle
23 Special Service District ("JSSD") is increasing its rates to the Town by 5.4%. The Council and
24 the Mayor submitted a letter to JSSD urging them not to raise their rates. Mayor Rubin stated that
25 they have not acknowledged receipt of the letter; however, he has a meeting scheduled with them.

26
27 Budget expenses were next reviewed. It was noted that new sewer connections will be coming in,
28 however, the major expenditure is the completion of water and sewer models to assess
29 infrastructure capabilities and capacities. Potential deficiencies were suspected that will need to
30 be remedied. It was noted that the State is requiring the same.

31
32 Council Member Shadle recognized the work of the Budget Committee and Council Member
33 Vytas Rupinskas who spent a significant amount of time on the water portion of the budget. John
34 Sherwood is a citizen volunteer who will take over the compilation of the quarterly projections.
35 Mayor Rubin echoed the appreciation expressed by Council Member Shadle and expressed his
36 support for the budget. The Budget Committee would continue to work to ensure that they are on
37 target given the current COVID-19 crisis results. Council Member Shadle recounted that two
38 months earlier, developers were still planning on moving forward. Since then, closings have
39 slowed, but the market is still active.

40
41 Council Member Dwinell referenced the Total Revenue figure of \$738,000 compared to the Total
42 Expenses of \$732,000, which were projected to be approximately \$5,600 in unexpended revenue.
43 This reflected a balanced budget.

44
45 Council Member Shadle commented that property tax revenue is increasing with new growth and
46 the Certified Tax Rate; however, the number shown in the budget was expected to be collected

and is less than what was billed. A net decrease was anticipated in collections, but the available revenue increased. The budget reflected their best estimate of revenues considering COVID-19. It was noted that expenditures cannot be controlled. The hope was to continue with a disciplined budget.

Mayor Rubin opened the public hearing. There were no public comments. The public hearing was closed.

Council Member Dwinell moved to approve the 2020-2021 budget. The motion was seconded by Council Member Haselton. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

4. Continued Public Hearing – Consider Adopting an Ordinance Repealing and Replacing Titles 3, 10, 11, and 12 of the Town Code.

Mayor Rubin reported that they have gone through several iterations and the Town Code has been tightened. There was discussion about minor changes pertaining to public safety, specifically clarifying language on road widths. Council Member Dwinell stated that there had been discussion about adding a minimum standard and Town Planner, Thomas Eddington was to make an addition. There was discussion regarding types of roads. Messrs. Eddington and Taylor agreed to insert additional comments regarding minimum standards for roadways. Mr. Eddington planned to add to Title 11 as well. Currently, Title 11 includes a required traffic study. In addition, an Evacuation Plan was to be added as part of the process that developers will be required to submit.

For Title 10, Council Member Dwinell asked the Town's Legal Counsel, Dan Dansie, and/or Mr. Eddington to speak to major changes that should be brought to the Council's attention. Mr. Dansie stated that they have tried to create a Code that provides objective-based standards. Initially, several components lacked definitive standards to enable an applicant to understand what was being asked of them in connection with a development.

Council Member Dwinell recalled a discussion with Mr. Dansie about moving a provision regarding Sensitive Lands from Title 11 to Title 10. Mr. Dansie recalled their discussion as involving the open space dedication requirement in Title 12 being moved to Title 10. That change had not yet been made and was still pending. Mr. Dansie confirmed that the first major concept was to provide increased clarity and objective standards in connection with defining development activities and requirements for developers.

The second concept involved open space and public space requirements. They had several discussions with Mr. Eddington and Council Member Dwinell to arrive at the right balance for what the Town is looking for in connection with open space and public space requirements. In connection with development, the proposed document provides for a developer to create both open space and public space areas. An open space area would have minimal or no disturbance to its native condition. Minimal disturbance might include a walking trail or other use that is consistent with the pre-existing topography and flora in the area.

1 A public space requirement requires the developer to not only produce homes and dwellings but
2 parks and grassy areas. Revisions to the language were discussed, which would make the
3 requirements more illustrative than prescriptive. Mr. Dansie stated that if someone has a
4 subdivision of 2 and 20 lots, the developer would be required to provide a public space. The
5 suggestion in this example would be a small park with a community garden and plaza, along with
6 covered seating. This would represent the scale and scope of the public amenity they would want
7 to require in connection with that level of development; however, they may not want to be
8 prescriptive in saying that in every development of this size the Town will require a small park
9 with a community garden, plaza, and covered seating. The Code should allow some degree of
10 flexibility that would permit the creation of spaces the public can enjoy and provide a public
11 amenity in addition to the open space. Council Member Dwinell appreciated the distinction
12 between illustrative versus prescriptive.

13
14 Mr. Dansie encouraged the Council to study the concept and be comfortable with what developers
15 are asked to do. The Council next addressed the question of what areas are to be maintained by
16 the Town and under what circumstances they are not public. The public space component is owned
17 and maintained by the Town. With respect to open space, the question is whether the Town wants
18 them to become public areas to be used by the public and maintained by the Town. If the open
19 space is not going to be public and maintained by the Town, the intent would be for those open
20 spaces to be dedicated to an HOA or a sub-HOA, depending on where the property is located. That
21 entity would then be responsible for maintenance. Another option was for those areas to be
22 dedicated and transferred to a land trust or non-profit entity that has an interest in preserving open
23 space. In creating public amenities and potential public open spaces, while the public spaces create
24 community benefits, they also carry long-term maintenance obligations.

25
26 With respect to fencing locations, dimensions, height, Mr. Eddington clarified the language with
27 no substantive changes having been made. A minor change made to the Roads section was
28 described.

29
30 Council Member Dwinell expressed concern with Visual Impact since they are subjective rather
31 than objective. Despite the fact that it is subjective, the Town still wants to retain some aspect of
32 Visual Impact and building mass.

33
34 Mr. Eddington offered to craft standards such as identifying vantage points and objective criteria
35 to make it more objective. Objective criteria could include ridgelines or heights of development
36 as viewed from a particular location. Mr. Dansie's intent was to ensure that the Code is clear in
37 terms of the meaning of Visual Impact and how it is measured.

38
39 While the concept of Visual Impact was within the realm of Sensitive Lands, many of the concepts
40 apply outside of Sensitive Lands. Mr. Eddington agreed to craft them so that they apply outside
41 of Sensitive Lands applications and do not need to be defined more than once. This also applies
42 to the section involving Steep Slopes.

43
44 Mr. Eddington agreed that the Visual Impact concepts apply virtually everywhere in the
45 community and agreed to clarify it to make it a subdivision standard. He stated that there still may
46 be some separation for Sensitive Lands or Steep Slopes.

1 Council Member Dwinell commented that Vytas Rupinskas provided him with a 'Monotony
2 Clause', which prevents the same design exterior from repeating itself. Council Member Dwinell
3 was not proposing to include such a clause in this version of the Code but considered it worth
4 discussing at a future date.

5
6 Mr. Eddington addressed the clarification in terms of topography and what is expected in terms of
7 trail surfaces. There had been discussion as to where to place this standard, which is prescriptive.
8 It was determined to be fair to the developer to place it in the Code to provide clear direction.

9
10 Council Member Haselton requested clarification regarding the Fencing changes. Her concern
11 with Fencing specifically related to Shoreline. It was noted that there are two safety issues raised
12 by the steep drop off at the edge of some of the patios. Council Member Dwinell clarified that this
13 section does not prohibit fencing and requires an applicant to go through an approval process. Mr.
14 Eddington stated that the intent of the section was to protect adjacent property owners and limit
15 heights. It was reported that all fencing must go through the Town Planner.

16
17 Council Member Haselton expressed concern that several homes are impacted by the steep drop
18 off. While she does not want to change the Fencing section, she asked if it could be amended if
19 enough people request approval of fencing for health and safety reasons. Council Member Shadle
20 suggested including health and safety concerns in the ordinance. Council Member Dwinell asked
21 if they should request the developer come back and shore up the health and safety concerns. Mr.
22 Dansie reminded the Council that the proposed ordinance is a forward-looking document. Council
23 Member Dwinell noted that going forward if a subdivision comes before the Council with the same
24 conditions as Shoreline Phase 1, the Planning Commission and Council could require fencing. In
25 addition, the project would not be approved without some sort of barrier from a health and safety
26 perspective.

27
28 It was reported that the Fencing section includes a general prohibition of fences to protect property
29 values. There are situations where fencing will be required and will be part of the subdivision
30 process.

31
32 Mr. Dansie suggested a follow-up conversation on the health and safety issues from a retrospective
33 standpoint. He noted that the proposed ordinance document is prospective. Council Member
34 Dwinell suggested that Mr. Eddington include in the Steep Slope section a requirement for safety
35 barriers under certain conditions. Mr. Eddington agreed to address the issue.

36
37 Council Member Haselton clarified that she was speaking on behalf of herself and several of her
38 neighbors. The consensus was that the situation at Shoreline is of concern for the Town and needs
39 to be addressed to resolve health and safety issues.

40
41 Donna Turner raised a question about sidewalks and had concerns in her neighborhood with the
42 lack of sidewalks. In terms of safety, from the circle, there is a small sidewalk to the right that
43 goes into the cul-de-sac but there is no sidewalk where the mailboxes are located. Council Member
44 Dwinell stated that the proposed document is forward-looking and that Shoreline was approved by
45 the prior Council. He noted that there is a balance they are trying to achieve. If they require full
46 sidewalks and planters on both sides of the street, they begin to look like a subdivision in Town.

1 That is not the feel they are trying to achieve. The proposed ordinance allows the Planning
2 Commission flexibility to include sidewalks where appropriate. Generally, they favor the
3 connected trail system more than sidewalks along the road.

4
5 Ms. Turner reported that she had seen people walking their dogs along the cliff area, which is
6 dangerous. She felt that a sidewalk or gravel path would improve the situation. It was noted that
7 there is a tremendous amount of construction and pedestrian traffic in the area.

8
9 Mayor Rubin stated that there is a team working on public safety, including the concerns raised at
10 Shoreline. They will hold another session to address public safety, traffic, egress, and fire safety.
11 He suggested the Council focus on the proposed Code amendments. Mr. Eddington had been
12 working with Will Pratt from the Master HOA who has been helping with some of the HOA trails,
13 and in particular, the trail referenced by Ms. Turner. He explained that it is a trail that they want
14 to restore depending on the budget.

15
16 Council Member Baier asked about construction materials for paved and non-paved trails and why
17 there is a specification of eight feet for paved trails. Mr. Eddington explained that it is a standard
18 used in both Wasatch and Summit Counties. Typically, 8 to 10 feet is the minimum required for
19 bikes, carriages, walkers, and runners. The width can be adjusted at the time of subdivision review.
20 It was requested that the minimum width be changed to 10 feet.

21
22 Council Member Baier was satisfied with the four-foot width for hiking and single-track mountain
23 bike trails but asked about the compacted base. Mr. Eddington stated that the compacted base will
24 utilize some other material if there is an erosion issue depending on the slope. She would not want
25 to specify that the trails must be over a compacted base in all cases. They would need to be
26 armored only as needed.

27
28 Council Member Baier responded to Donna Turner's comments and stated that before the prior
29 Council, she, Mayor Rubin, and others, as private citizens, encouraged the developer to install a
30 paved sidewalk or trail along Shoreline and they refused. They did, however, install a small
31 amount of asphalt along the cliffside.

32
33 According to Council Member Dwinell, the Planning Commission recommended the proposed
34 document in March and since then the Council had been looking at and making various edits to
35 the document. There was some argument about whether the changes were substantial. Some
36 believe it is within the spirit of what the Planning Commission initially recommended. To make
37 sure everything is done correctly, the Council agreed to allow the Planning Commission to review
38 the requests and recommendations that come out of tonight's Council meeting. There was a public
39 Planning Commission Meeting scheduled for the following week with the matter scheduled to
40 come back to the Town Council for final approval. It was clarified that the Council would not be
41 voting on the proposed amendments tonight.

42
43 Council Member Dwinell gave an overview of Title 11 and focused on substantive changes, as
44 opposed to wordsmithing. He explained that there was no need to redefine the term 'public notice'
45 as it is defined in Utah State Code. The section on Bonds was modified to be consistent with Utah
46 State Code.

1 Mr. Dansie addressed the removal of the section for Performance Bond Replacement. This section
2 allowed a developer to replace a performance bond with one form of surety for another as work
3 was being completed. Under the current statute, the bond can be drawn down. For a warranty
4 bond, State law provides for a 10% warranty bond, with a warranty period of one year.

5
6 In response to a question raised by Council Member Baier, Mayor Rubin stated that there is no
7 provision in Title 11 to cover Weed Bonds. The intention was for a Weed Bond to be included at
8 a later date. He also stated that they are also looking into a fee instead of a bond to cover weed
9 control.

10
11 Council Member Dwinell requested input from the Council on where to place the Evacuation Plan.
12 Mayor Rubin suggested that it be required with a proposal for a road system. Many preliminary
13 plans include high-level road systems. Because the topography work has not yet been completed,
14 they do not know where things will be placed.

15
16 Council Member Shadle suggested that as the Planning Commission looks at subdivisions, that
17 there be discussion on how fire and safety will play into the dynamics of the development. Council
18 Member Dwinell agreed and suggested that at preliminary they ask for an Evacuation Plan as well
19 as a Traffic Study and require the same at Final approval.

20
21 In the Revocation section, the intent is to correct past mistakes. This section addresses how
22 permits are expired or final plats and permits revoked. Once a plat is recorded, it is very difficult
23 to reverse. The Council can discuss issues related to the plat. Any plat not recorded within six
24 months of approval will be revoked. Council Member Shadle expressed support for the proposed
25 changes

26
27 The Council next discussed the Development Agreement section, which was lifted from the prior
28 version of the Code and there were no substantive changes made.

29
30 Mayor Rubin opened the public hearing. There was no public comment. Mayor Rubin closed the
31 public hearing on Title 11.

32
33 The Council next discussed changes to Title 12. What was referred to previously as “Non-
34 Conforming Zones,” was renamed “Limited Future Application of Certain Zones.”

35
36 Section 20 was eliminated and added to another section.

37
38 The Classification of Annexed Territory provides that upon annexation, a zone or zones is
39 declared. It does not guarantee approval but will be taken into consideration as part of the
40 annexation negotiation.

41
42 Mr. Dansie addressed the change to the General Plan Section and stated that the prior wording
43 simply restated that the Town adopted a General Plan. Since a General Plan was already adopted,
44 he saw no need to include it in the Code. To avoid the need to come back and amend the Code
45 each time the General Plan is updated, this language was unnecessary. The Code should specify
46 that any development or amendment to the zoning ordinance must be consistent with the General

Plan. In the hierarchy of zoning documents, the General Plan followed by the Zoning Ordinance, which should be consistent with the General Plan. It was noted that Mr. Dansie eliminated some redundancy in the definitions.

The Conveyance of Open Space addresses who will maintain an open space going forward. Currently, this section is a subsection of Cluster Development. The substance of this section was to be moved to Title 10.

The section on Conditional Use was referenced and included some wording changes. Mr. Dansie stated that the purpose of the changes was to make the Ordinance more consistent with State law.

Determination of Non-Conforming Building and Land Uses was eliminated as it was covered in other sections.

Mayor Rubin opened the public hearing. There was no public comment. The public hearing was closed.

Council Member Dwinell accepted the proposed changes and would provide the updated versions to the Planning Commission Members for review prior to the vote scheduled in two weeks.

Procedural and noticing issues were discussed.

Council Member Shadle moved to continue the hearing to June 25, 2020. The motion was seconded by Council Member Baier. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

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

Mayor Rubin reported that the Town received input requiring additional documentation from a developer. They need to continue the matter again to allow them to provide that input.

Council Member Shadle moved to continue the above agenda item to the first scheduled Town Council Meeting in July, which is scheduled for July 9, 2020. The motion was seconded by Council Member Dwinell. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

6. Discussion Regarding COVID-19 and Town Operations.

Jan McCosh suggested that the Town operate “by appointment only” at least through the end of June 2020 and then reassess the situation in July 2020. She is constantly involved in meetings with the State, the Utah League of Cities and Towns (“ULCT”), and Public Health. She explained that the State’s virtual meeting allowance expires the end of June. Complicated rules are coming out from the Occupational Safety and Health Administration (“OSHA”) and compliance is very labor-intensive. In addition, there are no essential services provided in Town Hall, unlike other municipalities.

1 Council Member Baier agreed and suggested it be extended it beyond the end of June, given the
2 state of the pandemic. Council Member Dwinell asked if the Town is hindered by the “by
3 appointment only” model. Ms. McCosh stated that while staff has had to learn a new way of doing
4 business and are communicating more through texting.

5
6 Council Member Dwinell wanted to ensure that staff feels safe in the work environment in the
7 Town Office. He did not want to force anyone back into the office if they are uncomfortable doing
8 so. He agreed that it should be extended beyond June. She thanked the Council for being sensitive
9 to the issues surrounding COVID-19.

10
11 Ms. McCosh stated that there have not been any complaints about the current policy. Council
12 Member Shadle saw no reason to change what they are doing, because this is good for the Town
13 employees and they are not receiving any complaints from the public. Council Member Baier
14 agreed and did not believe they need to tie the Open and Public Meetings Anchor Site Requirement
15 to whether or not staff has to come to the office. She recommended they extend it out as far as
16 possible to avoid the need to revisit it.

17
18 Council Member Dwinell agreed and stated that if the Anchor Site Order is not extended and the
19 Town is forced to host an Anchor Site, they will be required to open Town Hall. They need to
20 comply with State law but can strongly recommend that residents not attend via the Anchor Site
21 and participate via Zoom.

22
23 Ms. McCosh stated that additional cleaning will have to be done. The Town has received a
24 distribution from the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, and will
25 be able to cover those costs. They will also have to arrange the chairs to allow for social distancing.
26 It was estimated that Town Hall can accommodate up to 11 people to meet social distancing
27 requirements.

28
29 Council Member Dwinell suggested a 60-day extension of the Town Operations model.
30 Ms. McCosh suggested it specify “until further notice.” The Council agreed. Without an
31 Ordinance regarding Town staff working remotely, an administrative policy can be adopted.
32 Mr. Dansie stated that if the Governor does not extend the Anchor Site exemption, the Town will
33 have to comply.

34
35 Mr. Dansie suggested that the Council adopt a Resolution extending Town Operations for 30 days,
36 as opposed to “until further notice” (*clerk’s note: this should be an ordinance instead of a*
37 *resolution*). Ms. McCosh proposed an extension of 60 or 90 days. Mayor Rubin expressed concern
38 with the construction extension. He did not want to extend it indefinitely but did not object to a
39 30-day extension.

40
41 Council Member Baier agreed to a 30-day extension to review the construction rules but extend
42 Town Hall staff indefinitely. She suggested that Ms. McCosh send a letter to the Governor asking
43 about a small-town exemption. Ms. McCosh stated that it would be most effective for her to
44 communicate that through the ULCT.

Council Member Haselton moved to extend Ordinance Number 2020-04 to allow the construction rules for COVID-19 an additional 30 days and extend Ordinance Number 2020-03 to allow the ability for staff to work remotely until further notice. The Governor should be approached, through the ULCT, about changing the Anchor Site rules and keeping the current meeting procedures in place for an additional 30 days. The motion was seconded by Council Member Dwinell. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

Council Member Dwinell raised a point of order regarding an Honorary Resolution to be addressed. It was recommended that the Council still act on the resolution even though Vytas Rupinkas was unable to be present.

Council Member Shadle read the Resolution in its entirety regarding the service of Vytas Rupinkas.

Council Member Dwinell moved to adopt a Resolution Number 2020-06 honoring Vytas Rupinkas for his service on Town Council. The motion was seconded by Council Member Shadle. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Aye, Kurt Shadle-Aye. The motion passed unanimously.

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

Mayor Rubin reported that the agreement was being drafted and had not yet been circulated to the Council. He explained that the Town needs professional help, particularly with the sewer system which has created issues for several residents. The Town is involved with sales from JSSD at the wholesale level. JSSD is highly experienced and has the necessary equipment to perform the work. The Town has funds budgeted in the 2020-2021 Budget.

Mayor Rubin suggested that JSSD serve as the primary agent responsible for sewer maintenance, flushing and scoping of the sewer system, and maintenance of the lift stations.

Council Member Shadle recommended that they seek competitive bids from other providers.

8. Discussion Regarding Creekside Estates.

Concerning the above matter, Mr. Eddington and Mayor Rubin were in the process of reworking the current proposal. Council Member Shadle commented that the property is beautiful but has challenges, primarily with access.

9. Discussion and Refinement of a Proposal to Charge a Small Hike-In/Bike-In 'Access Fee' to Hideout Households to Enable Public Trail Connections to Jordanelle State Park Trails through the Deer Springs and Lakeview Estates Subdivisions.

1 Council Member Baier reported that the above matter a continuation of a discussion that she had
2 last summer with State Park Manager, Jason Whitaker. They discussed two potential trail
3 connections in the Ross Creek area where they could connect public trails in Hideout into the State
4 Park.

5
6 The State Park is a fee area, which requires the purchase of a State Park pass at a cost of \$75. For
7 those 62 and older, the fee is approximately half. At the end of the month, the fee will be increasing
8 to \$150 with no senior discount. The Council was surprised by such a dramatic increase during a
9 pandemic.

10
11 It was reported that there is a desire to make a trail connection in both Deer Springs and Lakeview
12 Estates. The connection at Deer Springs has already been stubbed in and ends at the Deer Springs
13 property line. Lakeview Estates is being developed by Nate Brockbank, who would like to connect
14 into the Waterway East Trail, which is part of the State Park. For the Town to make the public
15 trail connections into the State Park, the State Park Manager would require the collection of a hike
16 in/bike in the fee. Council Member Baier did not yet have details on a fee that would be acceptable
17 to the State Parks.

18
19 Council Member Baier reported that Mayor Rubin raised the possibility of whether they could
20 charge a fee on utility bills and require residents to pay the hike in/bike in the fee. The other
21 alternative is for Nate Brockbank to encumber his HOA in Deer Springs to pay the fee. Because
22 it is an amenity for the entire Town, she was looking at ways to spread the cost out to more
23 residents. With both Deer Springs and Lakeview Estates, Mr. Brockbank is planning to install a
24 parking area to allow people from other subdivisions to use the trails to access the park without
25 parking in the State Park parking lot.

26
27 Council Member Dwinell agreed that access to the State Park by way of the Town's own trail
28 network was most desirable for the Town. If people are buying the hangtag for the State Park,
29 they do not also want to be charged the Town fee for accessing the Park. He suggested a provision
30 that would allow someone to opt-out of the hike in/bike in fee if they show proof that they have
31 the hangtag.

32
33 Council Member Baier preferred not to encumber Deer Mountain households with the additional
34 fee. A determination would need to be made on how to spread the fee around fairly. She did not
35 think it was too much to ask more affluent residents to pay more.

36
37 She asked Ms. McCosh for information on the number of households that pay utility bills, as well
38 as the number of households in the Deer Mountain. When she can connect with Mr. Whitaker, she
39 will try to come up with a fair fee and divide it by the number of households. Council Member
40 Shadle expressed his support and suggested that the fee be included in the Budget rather than
41 making it a utility charge. He did not expect more than 50% of the Town to use the trails to access
42 the State Park. With regard to recycling, he did not expect everyone to want it. He suggested the
43 Council determine why recycling is something they want to require and spreading the cost over
44 the entire Town.

Council Member Dwinell stated that those who will use the access to the State Park likely have already purchased the State Park hangtag.

Mayor Rubin suggested that if they impose a Recreation Fee that is more than what the State Park requires, the balance can be used to maintain trails. He considered it a nice feature for the Town and a win for the State Park.

There was discussion as to whether the Park would be amenable to entering into an agreement with the Town to provide the residents with a pass for a reduced fee, with the understanding that the Town will contribute a certain amount out of the General Fund. Mayor Rubin expressed his support.

Council Member Baier did not have a sense of what the State Park would charge in terms of a fee. At Sun Ridge they are planning to construct a trail and enter into an agreement with the Park about paying for that. A deal was made but the terms were not public. The next step was to get the number from the State Park for the hike in/bike in fee. That fee does not get a hang tag, or for entrance into any other parks. There are 498 doors, which includes 188 units in Deer Mountain. After her discussion with the State Park Manager, she will circulate an email to the Council for consideration.

10. Proposal to Add a Short Public Backcountry Trail Segment on the Newly Town-Conveyed Property for the Purpose of Connecting a Singletrack Section from the Ross Creek Parking Area to Belaview Way in Deer Springs.

Council Member Baier reported that the above matter is time-sensitive. Trails are going in that are part of Deer Springs and Deer Waters. A hard surface trail will be partially paved and partially roughed in through Deer Springs this year. According to Nate Brockbank, when he completes the road from Shoreline Drive up through Deer Waters, he will complete a six-foot-wide paved bike/walking trail. This was expected to be done this summer.

Council Member Baier referred to the map provided and stated that the two circles on page 2 represent the Deer Waters and the Deer Springs Developments. The next map showed a red line parallel to 248, which is the six-foot-wide paved bike trail that continues to Deer Springs. A black line presented the proposed natural surface trail on Town property. Mayor Rubin confirmed that ownership of the property has not yet been transferred to the Town. The property is also within the MIDA District, so there needs to be a discussion regarding what is planned there.

There was some question as to whether the District would consider this a qualifying project. Council Member Dwinell recalled that anything that is for public recreational use qualifies. The District verbally represented that whatever the Council qualified is a qualifying project.

Council Member Baier stated that the reason the proposal is coming forward now because there is another trail segment finishing off the figure 8 in the State Park. There is one section of a perimeter trail that is marked as both blue and green on the map. Hanz Johansson recently received approval to construct a parallel single-track trail next to the perimeter trail and will no longer have to run along the double-track perimeter trail. As a result, he can use trail equipment. Mr. Johansson is

also doing the work for Mr. Brockbank in Deer Springs. Council Member Baier asked Mr. Johansson to flag an area that could be a single track on Town property. The intent was to construct a trail at a lower cost with equipment that is already available.

The proposed trail would provide an extra single track for hiking or biking and connect Ross Creek to Deer Springs. It is a recreational trail that can be installed now at a relatively low cost and cost very little to maintain. The trail could be easily rerouted should the Town decide to use the property for another purpose in the future.

Mayor Rubin asked how it would be paid for. Council Member Baier reported that the estimated \$1,100 cost equals the amount remaining in the Trails Budget. Council Member Shadle asked if there is a different use envisioned for the property and noted that a portion of the property is owned by UDOT. Mr. Dansie stated that negotiating a conveyance of property with UDOT may be difficult since UDOT is primarily interested in the property being used for transportation-related uses. He did not know what UDOT's appetite would be for conveying property for community enhancements.

Mr. Johansson reported that his timeline is flexible and has submitted another bid to construct five miles of trail for the U.S. Forest Service. He will be completing the project for Mr. Brockbank to cut an eight-foot-wide dirt trail from Deer Springs to Jordanelle Parkway. When he is doing work for Mr. Brockbank would be a good time to complete the Town project since the machine will be in the area and will avoid transport costs.

Mr. Johansson reported that Mr. Brockbank has indicated that he will convey the parcel for the dirt trail. The Town would need something in writing from Mr. Brockbank to that effect before doing the work. Council Member Baier was asked to explore whether Mr. Brockbank will pay for the trail. If not, the Town will allocate up to \$1,100 towards the trail, with an agreement to be worked out with Mr. Brockbank.

V. PUBLIC INPUT – FLOOR OPEN FOR ANY ATTENDEE TO SPEAK ON ITEMS NOT LISTED ON THE AGENDA

Mayor Rubin opened the meeting up for public input.

Carol Haselton wished to speak as a resident and not as a Council Member. She spoke on behalf of a number of her neighbors who have asked that the public input section be placed at the beginning of the agenda. The Council agreed to make the change with a time limit of two to three minutes per person.

Ms. Haselton also asked about dump trucks traveling down Shoreline Drive towards Shoreline Tube and what is being dumped into Hideout. Mayor Rubin stated that it is dirt and fill that they are taking away or bringing in for road construction. They are cutting roads in for the next phase and bringing in road base material. He stated that it is nothing toxic or illegal.

Ms. Haselton asked when the uncompleted section of Shoreline Drive will be completed to access the highway. Mayor Rubin stated that it is projected to be completed before winter.

1 Mayor Rubin suggested to the Council that they have an open public meeting with no specific
2 agenda, to serve as a Town Hall type of meeting. This can be done via Zoom to allow residents
3 open discussion with the Council. He asked that interested residents indicate in advance what they
4 wish to discuss so that the questions and comments can be assigned for responses.

5
6 Council Member Dwinell stated that the house on the hill just north of Klaim looks to be building
7 a pad. He asked if the Town was aware of what they are doing. Mayor Rubin stated that they
8 have not been issued any permits but acknowledged the possibility of a slide.

9
10 Council Member Shadle followed up on Council Member Haselton's point that GCD is building
11 roads in an area where they have not been approved to perform construction. He noted that they
12 are currently working on Phase 3. The Town now requires contractors to get permission before
13 work is performed. Mayor Rubin stated that they are aware and are taking steps to address the
14 issue. He noted that under the current Code the work is legal.

15
16 Council Member Shadle asked that Mr. Dansie address the issues regarding the pond.

17
18 There was no further public input.

19
20 **VI. CLOSED EXECUTIVE SESSION – DISCUSSION OF PENDING OR**
21 **REASONABLY IMMINENT LITIGATION, PERSONNEL MATTERS, AND/OR**
22 **SALE OR ACQUISITION OF REAL PROPERTY, AS NEEDED**

23
24 There was no Executive Session.

25
26 **VII. ADJOURNMENT**

27
28 **Council Member Shadle moved to adjourn. The motion was seconded by Council Member**
29 **Baier. The motion passed with the unanimous consent of the Council.**

30
31 The Town Council Meeting adjourned at approximately 10:55 p.m.

32
33
34
35
36
37
38

Alicia Fairbourne, Town Clerk

**Minutes
Town of Hideout Town Council Special Meeting
Conducted Electronically
10860 North Hideout Trail
Hideout, Utah
June 25, 2020**

Present: Mayor Phillip Rubin (excused at 6:09 p.m.)
Chris Baier
Jerry Dwinell
Carol Haselton
Kurt Shadle

Staff: Jan McCosh, Town Administrator
Allison Lutes, Town Clerk
Thomas Eddington, Town Planner
Ryan Taylor, TO Engineers
Kent Culliard, Public Works Director

Others: Nate Brockbank
Bret Rutter
Don Blumenthal

I. CALL TO ORDER

Mayor Phil Rubin called the meeting to order at 6:03 p.m.

II. ROLL CALL

All members of the Town Council were present.

Mayor Rubin reported that there is currently an open seat on the Town Council. It is open to any resident of Hideout who has lived in the Town for more than one year and is a registered voter. Those interested were invited to contact send an email to hideoututah@hideoututah.gov.

It was also reported that Town Clerk, Allison Lutes has tendered her resignation effective June 30, 2020.

Kurt Shadle moved to nominate Jerry Dwinell to serve as Mayor Pro Tempore for this evening's meeting. Carol Haselton seconded the motion. Vote on motion: Carol Haselton-Aye, Chris Baier-Aye, Jerry Dwinell-Abstained, Kurt Shadle-Aye. The motion passed unanimously with one abstention.

Council Member Dwinell assumed the Chair.

Mayor Rubin was excused from the remainder of the meeting

III. AGENDA

1. Public Hearing - Deer Waters Phase 1: Discussion and Possible Approval of the Preliminary and Final Plats.

Chair Dwinell confirmed that the above plat amendment that was heard by the Planning Commission the previous week. At last week's hearing, neither the Engineering Department nor the Planning Department had issues with the plat amendment. The Planning Commission voted to recommend the amendment to the Town Council.

The plat amendment addresses an additional access to the Lakeview subdivision, which was requested by the Planning Commission and the Town Engineer. The additional access is proposed in Deer Waters, Phase 1. The existing road, which was a hammerhead, is being replaced with a thru-road. The developer requested the ability to put one additional unit where the hammerhead was previously. This will not change the density of the total project. Deer Waters Phase 3 reduced its overall footprint by 10 units; therefore, the developer is requesting one additional unit to be added back to Deer Waters Phase 1.

Chair Dwinell opened the meeting up for questions from the Council. He explained that the new access point will be the second into Lakeview Subdivision. The first access is off Shoreline, which serves as the primary point of ingress/egress. The new access point will be a secondary entrance. There are two other entrances to Lakeview.

Chair Dwinell explained that because the single lot is not large enough for a duplex, the new unit will essentially be one-half of a duplex and be a stand-alone unit. Windows and architectural details will be installed on what would have been the shared wall, so it does not look like it is a duplex that was just cut in half. Mr. Brockbank confirmed that there will not just be a blank wall on one side of the home. The home will be the larger 3,600 to 3800 square-foot home plans.

The developer, Nate Brockbank was asked if the homes will be more saleable. He indicated that it is difficult to tell at this time because none of the units will be ready to sell until they record Deer Waters Phase 2. They have sold six of the small and medium units in the past two weeks and everything available for sale is selling quickly.

Chair Dwinell pointed out that the plat amendment will adjust the property line to add a birds mouth into Deer Waters Phase 1 and subtract it from Lakeview.

There were no further Council comments. Chair Dwinell opened the public hearing. There were no public comments. The public hearing was closed.

Council Member Shadle moved to approve the plat amendment for Deer Waters Phase 1. Council Member Haselton seconded the motion. Vote on motion: Chris Baier-Aye, Carol Haselton-Aye, Kurt Shadle-Aye, Jerry Dwinell-Aye. The motion passed unanimously.

2. **Discussion and Possible Approval of a Resolution Amending the Town Fee Schedule.**

Town Administrator, Jan McCosh presented the staff report. Ryan Taylor from TO Engineers and Town Planner, Thomas Eddington, prepared the Amended Fee Schedule. The process of amending the Fee Schedule was the result of staff spending a significant amount of time answering questions from developers on pass-through fees. Responding to these questions became very labor-intensive and the Town does not have the staff for pass-through billing. Town Consultant, Jacob McHargue, met with the team and the group came up with the concept of increasing fees to capture funds that cover administrative costs in handling the various processes that they address.

Messrs. Eddington and Taylor proposed a fixed fee with a higher fee being charged to cover fixed fees. If there is an extreme case that requires more time and effort, there is an overage fee. This process benefits the Town because if they end up spending more than the fee, the overage is passed on accordingly. The changes made to the rates were showing in blue on the screen. There are both new fees and changes to existing fees to help cover administrative costs. As an overview, they added a Utility Property Owner Transfer Fee. The Roadway Security Deposit was eliminated because they were having to reconcile the books, which results in more administrative time. In its place, they added a 500-foot construction fee. If the roads are damaged, they can use bond funds, rather than recover it from a security deposit.

Certain fees, like Excavation, are delineated better than they were in the old Code. The Excavation Fee was never in the Fee Schedule and it is separately listed in the Amended Fee Schedule. Grubbing and Grading is a new fee. A financial analysis was conducted, and the new fees will not result in the Town losing money after figuring in time and overhead. Looking specifically at what has changed at the planning level, which is tied into the new zoning, Concept Review is a flat fee of \$2,000, plus overage. Preliminary is \$2,000. The fees for Final are scaled, depending on whether the plans went through Preliminary for a minor subdivision, \$6,500 for a full final subdivision, and a plat amendment is \$1,200.

The Subdivision Construction Fee was described by Mr. Taylor. This item was buried in the old Code but because it was not listed in the Fee Schedule, it was not being applied. By separately listing it in the Fee Schedule, it will start being charged. The 5% Construction Fee is consistent with what surrounding communities are charging. The fee will be paid upfront and replaces and covers all of the pass-through expenses to avoid having to invoice the different developers and chase that money. If something goes seriously wrong, they will ask the developer to post a larger bond. This concept is desirable because it minimizes the time spent by the Town to collect pass-through expenses from developers and makes the Town more efficient. Also, not having to reconcile invoices will be much more efficient. The fee is simply an upfront charge and will not have to be reconciled or invoiced.

Mr. Eddington was asked if the \$3,000 fee for the Conditional Use Permit is the correct amount. He explained that they calculated the fee conservatively and it probably is a little low, however, he thinks that it is fair and that they will be okay. He explained that the Conditional Use Permit is based on their best estimate to be fair to the applicants as well as the Town. They will reassess

1 the fee at the end of the year. The Council was reminded that in the current Code, only the
 2 Mountain Zone supports the issuance of a Conditional Use Permit and there is not a lot left in
 3 Town in that zone. Therefore, it was unlikely this would come up in the current Code. The
 4 revisions to the Town Code that were being worked through have more possibilities for
 5 Conditional Use Permits. Temporary Use Permits are typically for private property applications
 6 and items such as temporary tents, temporary banners, and temporary signage for uses that are 60
 7 days or less. A Temporary Use Permit would not apply to construction trailers.

8
 9 In response to a question raised about General Plan Amendments, Mr. Eddington explained that
 10 they are rare but arise when an applicant proposes a development that is not in line with the
 11 General Plan. They are typically accompanied by a zone change. Chair Dwinell pointed out that
 12 the General Plan does not speak to what the zoning ought to be. If someone owns property
 13 outside of Annexation Plan and wants to annex in, they would have to update the Annexation
 14 Plan portion of the General Plan. Mr. Taylor pointed out that if the parameters for the use of the
 15 land are contained within the General Plan, the land is inconsistent with the specific use sought,
 16 and the zoning will accommodate the use, the General Plan would have to be amended followed
 17 by a rezone request. Mr. Eddington commented that General Plan Amendments are rare because
 18 the Town's General Plan is not specific regarding land use.

19
 20 There is a significant upcharge for a zone change in the New Fee Schedule. Mr. Eddington
 21 explained that the proposed zone change includes 'plus costs' (engineering and planning) as
 22 well. It is more defined as a process and goes both through the Planning Commission and Town
 23 Council.

24
 25 Chair Dwinell inquired about annexation. Under the New Code Amendment that is in process,
 26 annexation and zoning are not two separate occurrences. He wanted to ensure that the Town is
 27 covered. Mr. Eddington confirmed that it would be under the new zoning ordinance.
 28 Annexation requests most often include more than one zone depending on the size of the
 29 property. Chair Dwinell explained that annexation makes the City aware of what the landowner
 30 and developer have in mind for the property to create the zone map when it is annexed.

31
 32 Council Member Shadle asked about the rationale for the 40 acres as a delineation point for the
 33 annexation fees. It was noted that 40 acres are in the existing Code. Council Member Shadle
 34 suggested changing the fee to be commensurate with the acreage. After further discussion,
 35 Council Member Shadle proposed that annexations up to 40 acres be a flat \$10,000, and anything
 36 over 40 acres be \$20,000 plus \$250 per additional acre over 40 acres. Mr. Eddington concurred
 37 that those numbers are fair given what is involved in the process. There was no objection.

38
 39 Mr. Eddington noted that they did not increase the pre-application fee, which is unchanged at
 40 \$5,000. Pre-Application is the point at which an application is reviewed if someone is proposing
 41 annexation. They petition the Town to allow Annexation. Pre-application includes engineering
 42 and planning review prior to the Council's decision on the petition. Because the pre-application
 43 review is conceptual, Mr. Eddington did not believe this fee needs to be set forth on an acreage
 44 basis similar to annexation. He suggested that the pre-application fees be set at one fee for 40
 45 acres or less and higher for over 40 acres. Town Attorney, Dan Dansie noted that at the pre-

1 application stage, there typically is not a lot of legal work involved. Most of the legal work
2 typically comes after the application is filed.

3
4 The Council agreed to increase the Pre-Application Fee for 40 acres or less to \$7,500 and
5 \$15,000 for more than 40 acres. For Annexation Fiscal Impact Analysis, the Council agreed on a
6 fee of \$5,000 for annexations of up to 40 acres and \$100 for every additional acre over 40 acres.
7 Chair Dwinell calculated the fees for annexation at these levels. An annexation of 40 acres
8 would include a Pre-Application fee of \$7,500, an Annexation fee of \$10,000, and a Fiscal Study
9 of \$5,000 for a total of \$22,500. The Council agreed that this was a very reasonable fee for 40
10 acres.

11
12 The Council discussed the line item for the Modification to the Annexation Agreement.
13 Mr. Dansie explained that in connection with nearly every Annexation that was sought, the Town
14 requires an Annexation Agreement that could be coupled with a Development Agreement. The
15 Annexation Agreement would provide that in exchange for the City's agreement to annex
16 property into the Town, the landowner will meet certain conditions with respect to the annexed
17 property. Chair Dwinell wanted clarity on when a modification requires a fee. Once the
18 document has been finalized, approved, signed, and recorded, any modifications thereafter would
19 fall within this line item. Chair Dwinell suggested calling it an "Amendment to the Annexation
20 Agreement" on the Fee Schedule and point out that it is not an acreage-based fee. Council
21 Member Shadle proposed changing the fee to \$5,000. The Council Members concurred.

22
23 Because overage fees require an accounting, Chair Dwinell suggested using the term 'reasonable
24 and customary' to avoid the need for accounting for the overage, which they are trying to get
25 away from. Mr. Taylor explained that this process reduces the amount of accounting the Town
26 must do to account for the overage. He believed that overages will be the exception, so the
27 accounting work will be minimized. Ms. McCosh explained that the accounting burden will be
28 on the service provider since the Town is paying Messrs. Eddington and Taylor a flat fee. They
29 will know at the outset if the project will be extraordinary and be on alert for potential overages.
30 Mr. Taylor explained that if he has an extraordinary fee, it is his job to prove it to the Town. The
31 Town then has the information to share with the applicant.

32
33 Council Member Baier asked about the fees involved in the annexation of already developed
34 land and used Deer Mountain as an example. This type of situation is possible and presents a
35 different standard because there are many property owners, as opposed to the typical annexation
36 where there is one. Council Member Baier questioned whether fees to annex land that is already
37 developed would be fair, given that structures are already built. It was agreed that there would
38 be a fiscal impact, which would likely be the bulk of the fee that is related to such an annexation.
39 The question then becomes who pays the fee. It could be the HOA or the homeowners as a
40 collective.

41
42 The Council then discussed whether there should be a differentiation between annexation fees
43 for raw land versus developed land. Chair Dwinell used Deer Mountain as an example. While
44 the subdivisions are platted, they are not built out, so the question is what the Town needs to do
45 to ensure that the existing infrastructure is up to Code and whether what is platted meets the
46 Town standards. Mr. Eddington raised the point that there could be a significant amount of

work-related to zoning because there would have to be an assessment of every existing property to be annexed to ensure that there is a proper zoning designation that allows for their setbacks. Zoning work will be required to ensure that there are no non-conforming uses in the new zone. Council Member Shadle asked if, under the scenario where developed land is sought to be annexed, there is the opportunity to waive the fees or mitigate them. If a provision for waiving fees is not in the ordinance, Mr. Dansie stated that that is something that could be added by amendment to the ordinance. The Council agreed to come back to the issue of a waiver at a later date.

Concerning fees for Special Meetings, the Council agreed to a fee of \$750 per meeting, which includes Planning Commission and Town Council meetings.

Chair Dwinell asked if they should change Subdivision Construction Review [line 82] (not included in the changes), which is a deposit they have to account for. He suggested keeping this as is goes against their desire to get away from accounting functions. Ms. McCosh did not know if, historically, they have ever collected this fee. Mr. Taylor explained that the intent behind the \$5,000 deposit is that it be credited to the 5% Construction Fee. Therefore, if the applicant backs out before construction, the Town is covered for the time it took to get the permit issued. This line item is intended to cover professional services performed after final and prior to construction. To simplify the process, they could eliminate this line item and stick with the 5% Construction Fee. Ms. McCosh suggested leaving the line item in and analyzing how it has been utilized in the past. It was noted that this should be a fee, not a deposit because the work as part of the Construction Review is different than the work performed as part of Construction. Therefore, it should not serve as a credit on the 5% fee. The line item should be a \$5,000 fee plus overage costs for Construction Review rather than a deposit.

The Council next discussed the Infrastructure Inspection Fee. Mr. Taylor explained that it is part of the 5% Construction Fee of the developers' construction budget for inspections, etc. It is redundant and can be removed as a separate line item. For Infrastructure Construction Fees, Mr. Taylor was comfortable with a fee of 5% of the construction estimate and a bond of 100% of the construction estimate for what they are building with respect to infrastructure. He commented that it would be easier to administer. Chair Dwinell was not opposed to this and was in favor of updating Line 83 to be re-worded later. The Council Members agreed.

Council Member Shadle stated that line item 95 needs to be deleted as previously requested. Because they do not want any sexually-oriented businesses in Town, they will not be licensed, so there is no need to have this line item in the Fee Schedule. Mr. Dansie raised the issue that Title 4 of the Code currently allows sexually-oriented businesses under certain conditions. Therefore, this raises Constitutional issues. There is a reason every city has provisions regulating sexually-oriented businesses. There are limits as to what zoning regulations can and cannot exclude. The rationale is that if they cannot eliminate conduct, it is better to regulate the time, place, and manner in which the activity takes place.

Chair Dwinell stated that there is no zoning in Town that would support a sexually-oriented business. Within the proposed commercial zone, a sexually-oriented business is not a permitted use. Since there is no place a sexually-oriented business could apply for a permit it is not

1 necessary to include it in the Fee Schedule. Council Member Baier agreed. After further
2 discussion, Chair Dwinell proposed removing the fee from the Fee Schedule. Council Member
3 Baier supported taking the advice of the Town's Legal Counsel. There was further discussion
4 with Mr. Dansie regarding possible hypotheticals, including having someone apply for zoning to
5 permit such a business. The Council agreed to leave the line item in and address it later.

6
7 Violations of Ordinances were next discussed. Council Member Shadle requested more
8 information before assessing whether the change from \$250 to \$500 per day is reasonable. The
9 proposed increase was inserted at the request of the Mayor. Kent Culliard stated that if the fine
10 is increased from \$250 to \$500, there will be issues with collection. Council Member Shadle
11 proposed that they not address the issue now and determine if they are reasonable before taking
12 any action.

13
14 Chair Dwinell noted that the amendment of the Fee Schedule is not a public hearing item and is
15 at the Council's discretion. Don Blumenthal asked if there is any warning before a violation is
16 issued and if there is any time to correct it before the fee is charged regarding that violation.
17 Public Works Director, Kent Culliard stated that they try to give a verbal warning. If nothing is
18 done, they issue a written citation which gives them an additional 24 hours to correct the issue.
19 The fine starts when the second 24-hour period begins and continues until the violation is
20 corrected. Most violations are corrected. It was not known whether this process is codified, but
21 according to Mr. Dansie, enforcement of the Code is an administrative function. As long as the
22 officers are not discriminatory in the way in how they enforce the Code, they can exercise their
23 reasoned discretion in giving warnings, issuing citations, etc. Mr. Culliard stated that historically
24 if someone disagrees with a citation, they can speak with the Mayor. He takes photographs for
25 proof, which are provided to the Mayor. Collection of the fine is not within his purview. For the
26 time being, the fee/fine for Code violations was to remain at \$250.

27
28 *Jim Wahl* asked if fees and penalties for non-compliance apply to Reflection Ridge. Mr. Dansie
29 was unsure if there had been a specific citation issued for Reflection Ridge. A Notice of
30 Violation was issued regarding the maintenance area on the golf course and the notice indicated
31 that fines would accrue. Mr. Dansie was unaware of any other notices issued. Mr. Wahl
32 reported that the 12 to 13 spools of cable are still present but not owned by All West. Mr. Wahl
33 was assured that the Council was working diligently on the issue.

34
35 There were no further public comments. Chair Dwinell closed the public hearing.

36
37 **Council Member Shadle moved to adopt the Resolution Updating the Fee Schedule, with**
38 **an edit to Line 83 that will be reworded to include the 5% fee plus the 100% bond, as**
39 **discussed. Council Member Baier seconded the motion. Vote on motion: Chris Baier-Aye,**
40 **Carol Haselton-Aye, Kurt Shadle-Aye, Jerry Dwinell-Aye. The motion passed**
41 **unanimously.**
42

IV. PUBLIC INPUT – FLOOR OPEN FOR ANY ATTENDEE TO SPEAK ON ITEMS NOT LISTED ON THE AGENDA.

Council Member Shadle reminded the Council that they agreed to allow public input at the beginning of the meeting. Mayor Pro Tempore Dwinell agreed. Ms. McCosh was instructed to reorder the agenda so that public input comes first. There was no public input.

V. CLOSED EXECUTIVE SESSION.

Mayor Pro Tempore Dwinell announced that he will entertain a motion to adjourn the public meeting and move to executive session to discuss pending or recently imminent litigation, personnel matters, or sale or acquisition of real property.

Council Member Haselton moved to Adjourn and move to Executive Session to discuss pending or reasonably imminent litigation, personnel matters, or the sale or acquisition of real property. Council Member Shadle seconded the motion. Vote on motion: Chris Baier-Aye, Carol Haselton-Aye, Kurt Shadle-Aye, Jerry Dwinell-Aye. The motion passed unanimously.

At 8:08 p.m. the regular meeting adjourned and the executive session convened.

Present: Council Member Chris Baier
Council Member Jerry Dwinell
Council Member Carol Haselton
Council Member Kurt Shadle

Staff present: Dan Dansie, Town Attorney

Excused: Mayor Phil Rubin

Motion: Council Member Shadle moved to adjourn to the Regular Meeting. Council Member Chris Baier made the second. None opposed. Council returned to the Regular Meeting at 9:25 p.m.

VI. ADJOURNMENT.

The Town Council Meeting adjourned at approximately 9:25 p.m.

1
2

Alicia Fairbourne, Town Clerk

DRAFT

Town of Hideout Town Council Regular Meeting
 Conducted Electronically
 10860 North Hideout Trail
 Hideout, Utah
 July 9, 2020

The Town Council of Hideout, Wasatch County, Utah met in **Regular Meeting** on July 09, 2020 at 6:00 PM. Due to the ongoing COVID-19 pandemic, this meeting was held remotely via personal computer device.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Philip Rubin called the meeting to order at 6:03 pm. The Pledge of Allegiance was omitted due to meeting being held virtually.

II. ROLL CALL

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

Excused: Council Member Vytas Rupinskas

Staff: Town Administrator Jan McCosh
 Town Clerk Allison Lutes
 Town Treasurer Wes Bingham
 Town Attorney Dan Dansie
 Town Planner Thomas Eddington
 Ryan Taylor, TO Engineers
 Public Works Director Kent Cuillard

Others Present: Bob Nadelberg, Glenn Wright, Jared Rigby, Rick Brough, Alexander Cramer, Bruce Baird, Bruce Erickson, Alicia Fairbourne, Christopher Robinson, Clint Neerings, Douglas Ogilvy, Josh Romney, Kendall Crittenden, Margaret Olson, Nate Brockbank, Pat Putt, Matt Diaz, D.P., David Everitt, and others who dialed in but were not identified.

III. APPROVAL OF COUNCIL MINUTES

1. May 28, 2020 Minutes

A typo was pointed out for correction.

Motion: Council Member Shadle moved to approve the May 28, 2020 minutes with the aforementioned corrections. Council Member Baier made the second. Voting Yea: Council Member Baier, Council Member Shadle, Council Member Dwinell, Council Member Haselton. Motion passed unanimously.

1 **IV. AGENDA ITEMS**

2 **1. Discussion and possible approval to extend Ordinance 2020-03 enacting temporary**
 3 **public meeting restrictions pursuant to the Governor's recent extension of the State's**
 4 **Emergency Order.**

5 Discussion ensued regarding how long to extend the ordinance. It was determined August 20th, 2020
 6 per order of the Governor. It was agreed upon to extend the ordinance to August 20, 2020 if the
 7 extension was still warranted.

8 **2. Public meeting to interview candidates to fill the vacancy created by the resignation**
 9 **of Council Member Rupinkas regarding the candidates' qualifications; possible**
 10 **Town Council action to fill vacancy**

11 Bob (Robert) Nadelberg expressed interest in serving on the Town Council. Mr. Nadelberg gave a
 12 brief background statement and provided a summary of why he wants to serve on the Council. Council
 13 Members expressed support.

14 **Motion: Council Member Shadle moved to approve the appointment of Bob Nadelberg to the**
 15 **Town Council of Hideout to fill the vacancy created by the resignation of Council Member**
 16 **Rupinkas. Council Member Baier made the second. Voting Yea: Council Member Baier,**
 17 **Council Member Shadle, Council Member Dwinell, Council Member Haselton. None opposed.**
 18 **Motion passed unanimously.**

19 The conditions regarding the terms were discussed. It was determined Mr. Nadelberg would officially
 20 take office the following day on July 10, 2020. Town Attorney Dan Dansie consulted with the
 21 Lieutenant Governor's Office and confirmed Mr. Nydelberg's seat would be up for election in the
 22 2021 municipal election.

23 Town Clerk Allison Lutes administered the Oath of Office to Mr. Nadelberg. It was noticed audio
 24 recording was not started. For the record, Mayor Rubin summarized the items discussed thus far:

- 25 • The May 28, 2020 meeting minutes were approved with corrections.
- 26 • Council discussed and agreed to extend Resolution 2020-03 to August 20, 2020 if the extension
- 27 is still warranted by the Governor.
- 28 • Bob Nadelberg was sworn in to serve as interim Council Member effective July 10, 2020 due
- 29 to the resignation of Council Member Vytas Rupinkas.

30 **3. Wasatch County Sheriff Jared Rigby - Discussion of Wasatch County Police Service**
 31 **for Hideout**

32 Mayor Rubin introduced Wasatch County Sheriff Jared Rigby. He provided a summary of several
 33 meetings held with Sheriff Rigby regarding the possibility of a contract for additional police services
 34 in Hideout. Sheriff Rigby provided background information regarding the WCSO (Wasatch County
 35 Sheriff's Office) and what they would provide. He stated there were approximately 100 employees in
 36 the Sheriff's Office, including corrections, law enforcement, dispatchers and search and rescue. He
 37 and Mayor Rubin have been discussing the possibility of a contract for the last year. He offered a
 38 contracted service at a minimal level without additional compensation, however should the Council
 39 decide more services were needed, additional law enforcement services were available. He stated
 40 WCSO has worked with Midway City on a 60 hour per week basis for a number of years, but have
 41 recently increased the obligations due to the growth of the city. Council Member Dwinell asked for
 42 clarification regarding the minimal service contract agreement and what was already provided to
 43 taxpayers as a basic service. Sheriff Rigby stated in addition to the basic service WCSO provides, the

contract would provide other services such as VIN (vehicle identification number) inspections, lockouts, special events, and instances where schools, neighborhoods, and businesses would need police assistance. The contract would allow 16 hours per week for deputies to be dedicated to the needs of Hideout. Council Member Shadle stated Hideout would benefit from more traffic and code enforcement and asked if WCSO would be providing those services. Mayor Rubin clarified a three-month timeline to assess the needs of Hideout, which could be negotiated if desired. Council Member Shadle inquired about how many deputies would be provided. Sheriff Rigby commented there would be multiple deputies that would patrol the area at different times.

Discussion commenced regarding how much money was allotted into the budget to contract with WCSO. It was determined that the budget would need to be adjusted in order to accommodate the cost. Sheriff Rigby stated he would agree to run the trial period of three months for the \$40,000 that was budgeted, but the Town would need to commit to contracting and paying the remainder \$30,000 for the year so WCSO could hire another deputy. Further discussion regarding services and length of contract time ensued. Council expressed their support. Council Member Baier questioned how the results would be measured. Sheriff Rigby stated deputies log all incidents and would provide feedback to Council. He also reiterated that citizens would typically provide feedback. Council Member Dwinell questioned if any revenue generated from citations would go into the City funds to offset fees for contracting with WCSO. Mayor Rubin explained the revenue would go back to Wasatch County and not to the City.

Mayor Rubin would like Council's support to move forward with the contract. Council expressed their support and stated they would figure out the budget adjustment. Council Member Haselton inquired if SR-248 would be included during patrol. Sheriff Rigby confirmed that SR-248 would be included. Mayor Rubin stated Deer Mountain apartment complex was also supportive of police presence.

4. Discussion with Wasatch County Fire Marshal Clint Neerings regarding fire and safety

Mayor Rubin introduced Wasatch County Fire Marshall Clint Neerings and recapped presentations regarding what was needed in order to get reasonable emergency access and egress. Mr. Neerings discussed the process in which the fire code was adopted. The State adopted the fire code and Wasatch County adopted the minimum standard, which was a 20 (twenty) foot access road. This presents a problem for apparatus access. The apparatus assigned to Hideout Town was an apparatus that measured 10 feet to 10.5 feet wide; with the stabilizer bars deployed was approximately 21 (twenty-one) feet wide. Mr. Neerings explained all new roads should be a code minimum of 26 (twenty-six) feet wide or in excess in the event other emergency vehicles needed to access the road. Town Attorney Dan Dansie asked Mr. Neerings to provide more information regarding his background with Wasatch County Fire Department. Mr. Neerings stated he had been employed with Wasatch County Fire Department since 2007. He was promoted to Assistant Marshall in 2011 and advanced to Fire Marshall in 2012. His responsibilities as Fire Marshall included fire safety within the county, which consisted primarily working with buildings and developments in order to ensure fire code and safety was being enforced. Mr. Dansie asked if Mr. Neerings would be the primary contact to address these types of concerns. Mr. Neering agreed and stated he helped towns and cities plan for fire safety issues and events. He stated Wasatch County Fire District was the entity to provide fire safety and suppression for the Town of Hideout. Mr. Dansie asked about the number of response vehicles deployed on a call. Mr. Neerings provided information regarding those vehicles, which included a vehicle driven by a battalion chief, a suppression apparatus, and an ambulance. Law enforcement is oftentimes required for street and crowd control. The vehicles need access to pass during the event of an emergency. Mr. Neerings further clarified 26 feet was exclusive of shoulders, and should be engineered to withstand 75,000 pounds of force.

Council Member Dwinell asked what types of things Hideout would need to be aware of in the event of an evacuation. Mr. Neerings stated evacuations would be multi-faceted and would include Wasatch Fire District, troopers, and the Sheriff's Office to enforce an evacuation. He stated a lot of homes in Hideout were secondary residences and may not have residents at home, which was time consuming for law enforcement. Council Member Dwinell inquired about infrastructure moving forward in order to provide resources to the Fire Department. Mr. Neerings stated multiple points of access was the main concern, as well as getting access from the current town center to the state park pump house at the JSSD (Jordanelle Special Service District) in order to move people to multiple points. Mayor Rubin thanked Mr. Neerings for his time and reiterated Hideout was working diligently to improve code to meet the minimum standards.

5. Public meeting to discuss a pre-annexation agreement in connection with obtaining landowner's consent for possible annexation; possible Town Council action to authorize the Mayor to finalize and execute the pre-annexation agreement

Mayor Rubin provided background information regarding the pre-annexation agreement. He stated in February of 2019 the Town approved a new general plan which identified a number of needs for the community, which included a need for neighborhood and commercial services, additional green and public spaces, further connectivity to transit, et cetera. In August of 2019, the Town recognized the goals of the general plan could not be met solely by the land space inside the Town's existing annexation policy, approved a revised annexation policy plan which incorporated additional parcels including some parcels in Summit County. In May and June of 2020, the Utah Legislature approved a change to Utah State Code Section 10-2-418 to allow a municipality to annex unincorporated space in bordering counties. Due to those changes, the Town believed it was in a position to consider initiating the annexation of some parcels in Summit County, which were previously identified in the August, 2019 annexation policy plan. The Town had approached the developer who held the purchase rights to the parcels. The developer, Nate Brockbank with Brockbank Investments, LLC, had expressed interest to partner with the Town of Hideout to develop those properties and was willing to consent to a town-initiated annexation process. He had also agreed to sign a pre-annexation agreement which would describe the way the Town and Mr. Brockbank would work together during the annexation process and finalize a proposal for development of said parcels. The agreement had been shared with Council prior to the meeting to which each provided their input and any changes. Mayor Rubin asked Council for any further input, to which there was none. With the modifications made to the agreement, and the approval from Mr. Brockbank, Mayor Rubin asked Council for the authorization of the agreement to be completed and finalized.

Motion: Council Member Kurt Shadle moved to approve the completion and finalization of the pre-annexation agreement. Council Member Jerry Dwinell seconded the motion. Voting aye: Carol Haselton, Chris Baier, Jerry Dwinell, Kurt Shadle. None opposed. Motion passed.

6. Public hearing to discuss possible Town Council action to adopt a resolution indicating the Town Council's intent to annex certain real property into the Town

Mayor Rubin presented a map of the potential annexation boundaries of the aforementioned parcels. He described areas of the color-coded map and what each represented. The areas in green represented the Town's existing boundaries, pink was Park City, purple was the MIDA Project area, and the areas in yellow represented the land considered for annexation. The map detailed the descriptions of the parcels and showed a dark line around those parcels. He further described the parcels considered for annexation. He presented the Resolution of Intent documentation and asked Council to consider approval. Mayor Rubin asked Council if they had any questions. No questions were presented by Council. At 7:41 p.m. Mayor Rubin opened the floor to public comment. Christopher Robinson, a member of the Summit County Council, spoke regarding Summit County's objection to the annexation

1 declaration. He stated there was no notice of the action and it was only by happenstance he was
2 participating tonight. He asked for a meeting to be held between city and county members to discuss
3 the plan before the pre-annexation agreement was signed and the resolution was passed. Mayor Rubin
4 agreed to a meeting between the Mayor, staff and subset of the Council of Hideout and Summit
5 County. An in-person meeting was scheduled for Tuesday, July 14th, 2020.

6 One of Park City's Deputy City Manager David Everett stated a letter was sent on June 17, 2019 from
7 the Park City Mayor expressing concerns Park City had for the potential for Hideout annexation to
8 reach into a previously designated pre-annexation area for Park City. He expressed concern that
9 Hideout's attempt to move quickly does not respect other jurisdiction's plans. He stated notice was
10 not provided appropriately to the affected entities, and items on the agenda were vague with no packet
11 attachments. He felt as though the approach was suspicious and Park City was very concerned about
12 it moving forward. He would encourage more meaningful ways to engage with Hideout going forward.
13 Mayor Rubin stated he had no objections to meeting with Park City officials and discussing more
14 detailed analysis of the plan.

15 Wasatch County Council Member Kendall Crittenden spoke and stated Wasatch County hadn't talked
16 about the annexation but was aware that there had been discussion. He expressed the same concerns
17 as Summit County and Park City. He asked to table the item tonight until after the meetings were held
18 between Summit County and Park City and suggested to combine the meetings. He encouraged Mayor
19 Rubin to meet with Doug Smith with the Wasatch County Planning Department and share the plan.
20 Mayor Rubin agreed.

21 Bruce Baird, Counsel for Nate Brockbank and his entity spoke and encouraged the meetings be held
22 with Park City and Summit and Wasatch Counties, but respectfully asked the Council to approve the
23 resolution of intent so the process could move forward, but reiterated they were willing to meet with
24 City and County officials. He stated the notices have all been given in a manner consistent with law
25 and state statute. He stated the development agreement would be thoughtfully planned subject to the
26 development agreement. He urged Council vote on the authorization resolution and move forward
27 tonight. He asked if there were any questions from participants to which there were none.

28 Kim Carson, a member of Summit County Council, reiterated Council Member Crittenden's
29 comments regarding the lack of advanced notification, and asked Council to hold on a decision prior
30 to meeting with Summit County Council. Council Member Crittenden asked to receive the maps and
31 the resolution. Mayor Rubin stated the maps would be uploaded to the packet and dispersed within 24
32 hours of the meeting.

33 Mayor Rubin reiterated this was not a decision on the annexation, but an intent to pursue the details
34 for the annexation. He stated there was no intention to shortcut the legal process for the annexation.
35 This was relatively new legislation and the process was unfamiliar. The Town was filing a resolution
36 of intent in order to make the process known.

37 There were no other public comments. Mayor Rubin closed the public hearing at approximately 8:30
38 p.m. He asked if Council was prepared to adopt the resolution.

39 **Motion: Council Member Shadle moved to adopt the resolution. Council Member Dwinell made**
40 **the second. Voting Yea: Council Members Baier, Haselton, Shadle, and Dwinell. None opposed.**
41 **Motion passed.**

1 **7. Approval of bills to be paid**

2 A document was shared showing the bills to be paid for July, 2020. Council Member Dwinell inquired
3 about the roundabout cameras. Mayor Rubin explained there were cars driving the wrong way in the
4 roundabout, and visual evidence of the vehicle and driver was needed in order to make contact. The
5 camera system needed to be improved in order for contact to be made. Town Administrator Jan
6 McCosh and Mayor Rubin were exploring the public safety budget to ensure there was adequate
7 money for the cameras. Discussion regarding remaining budget items ensued.

8 **Motion: Council Member Haselton moved to approve the bills to be paid. Council Member**
9 **Dwinell made the second. Voting aye: Council Members Baier, Shadle, Dwinell, and Haselton.**
10 **None opposed. Motion passed.**
11

12 **8. Continued Public Hearing - Continued discussion and possible adoption of an**
13 **Ordinance regarding an Impact Fee Facilities Plan**

14 Mayor Rubin stated progress has been made, but input was still being received that would potentially
15 require some changes to the plan. Mayor Rubin recommended Council's support in continuing the
16 discussion until the July 23, 2020 Town Council meeting.

17 **Motion: Council Member Shadle moved to continue the discussion to the July 23, 2020 Town**
18 **Council meeting. Council Member Dwinell made the second. Voting aye: Council Members**
19 **Baier, Shadle, Dwinell, and Haselton. None opposed. Motion passed.**

20 **9. Wes Bingham - Fraud Risk Assessment**

21 Town Treasurer Wes Bingham presented a fraud risk assessment to Council required by the State
22 Auditor's Office in preparation for the upcoming audit. He displayed a document exposing the
23 potential risk of fraud. For a town the size of Hideout, the risk was fairly low. Although some risks
24 were high, steps have been made to mitigate those risks. Different policies should be adopted for the
25 town to limit the risk of fraud. Further discussion regarding creating a personnel policy and lowering
26 the risk score ensued. Mayor Rubin wished he had earlier awareness of this in order to get the policies
27 written out and adopted. Council Member Shadle offered to create a letter for town officials to sign
28 regarding ethical behavior. Mayor Rubin stated written processes were warranted.

29 **10. Discussion and possible approval to move forward with a maintenance and**
30 **operations agreement with JSSD for sewer and water services**

31 Mayor Rubin presented information regarding bids and progress on the management of water services.
32 It was discussed with legal counsel and it was determined it would be difficult to identify someone to
33 conduct those services. The options presented were to hire more staff and contract with equipment
34 providers, or form a partnership with JSSD (Jordanelle Special Service District). Council Member
35 Dwinell expressed his support to form a partnership with JSSD. Mayor Rubin agreed and stated it was
36 critical that we move forward with an agreement with JSSD. Council Member Shadle asked if the
37 budget supported the partnership. The contract term would be five years with the possibility of
38 canceling the contract if the Town was unsatisfied. Mayor Rubin provided information regarding the
39 scope of work for the cost. Further discussion continued.

40 Mayor Rubin suggested the decision be deferred until the next meeting. He would obtain a letter from
41 the engineer and review letters from other communities who utilized the similar services. Additionally,
42 the latest version of the agreement was expected this week.

V. PUBLIC INPUT - FLOOR OPEN FOR ANY ATTENDEE TO SPEAK ON ITEMS NOT LISTED ON THE AGENDA

At 8:35 p.m., Mayor Rubin opened the floor to public comment. No comments were made. Public comment was closed.

VI. CLOSED EXECUTIVE SESSION - DISCUSSION OF PENDING OR REASONABLY IMMINENT LITIGATION, PERSONNEL MATTERS, AND/OR SALE OR ACQUISITION OF REAL PROPERTY AS NEEDED

Council Member Dwinell made a motion to close public meeting and move to an executive session to discuss imminent litigation, personnel matters, and/or sale or acquisition of real property as needed. Council Member Baier made the second. Voting aye: Council Members Baier, Shadle, Dwinell, and Haselton. None opposed. Motion passed.

At 8:38 p.m. the regular meeting adjourned and the executive meeting convened.

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

Staff Present: City Attorney Dan Dansie

VII. MEETING ADJOURNMENT

Council Member Kurt Shadle Moved to adjourn the meeting. Council Member Baier made the second. Voting aye: Council Members Baier, Dwinell, Haselton and Shadle. None opposed.

The meeting was adjourned at approximately 8:55 p.m.

Alicia Fairbourne, Town Clerk

Minutes
 Town of Hideout
 Town Council Regular Meeting
 July 23, 2020
 6:00 p.m.

The Town Council of Hideout, Wasatch County, Utah met in Regular Meeting on July 23, 2020 at 6:00 p.m. The meeting was held virtually due to the ongoing COVID-19 pandemic.

Regular Meeting

I. Call to Order and Pledge of Allegiance

Mayor Phil Rubin called the meeting to order at 6:12 pm. The Pledge of Allegiance was omitted due to the meeting being held electronically.

II. Roll Call

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

Staff Present: Jan McCosh, Town Administrator
 Dan Dansie, Town Attorney
 Alicia Fairbourne, Town Clerk
 Kent Culliard, Public Works

Others Present: Elizabeth Hamilton, Richard Goldberg, Mary Freeman, Thomas Eddington, Gwen Wetzel, Mary Rubin, Bruce Woelfle and others who may not have signed in virtually using their names.

III. Approval of Council Minutes

1. June 25, 2020 Minutes

Members of the council determined the minutes had not been read through thoroughly. The minutes were continued to the next meeting.

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

Mayor Rubin opened the floor for public comment. He reminded the public there would be no discussion of the pending annexation during the meeting.

Gwen Wetzel asked for an update on the pond. Mayor Rubin provided an update and stated there had been significant evaporation of the water due to the dry weather. Council continued to investigate the matter. Council Member Shadle stated all Council Members were diligently working on resolving the matter.

There were no other public comments.

V. Agenda Items

1. Discussion and possible appointment of Alicia Fairbourne to the Town Clerk/Recorder position

Mayor Rubin introduced Alicia Fairbourne and asked for Council support to appoint her to Town Clerk.

Motion: Council Member Shadle moved to appoint Alicia Fairbourne as Town Clerk. Council Member Baier made the second. Voting aye: Council Members Baier, Dwinell, Haselton and Nadelberg. None opposed. Motion passed.

Council Member Dwinell inquired about needing a resolution for the newly hired Deputy Clerk. Town Attorney Dan Dansie stated since it was an administrative hire, a resolution was not required.

2. Continued public hearing - continued discussion and possible adoption of an Ordinance regarding an Impact Fee Facilities Plan

Mayor Rubin stated the topic was not ready for discussion. He asked to continue the item until the next meeting.

Motion: Council Member Dwinell moved to continue the item to the next meeting. Council Member Haselton made the second. Voting aye: Council Members Baier, Dwinell, Haselton and Nadelberg. None opposed. Motion passed.

3. Public hearing - discuss and possibly adopt an ordinance repealing and replacing Titles 3, 10, 11 and 12 of the Town Code

Council Member Dwinell provided a summary of the agenda item. He stated the Planning Commission had been working on the ordinances for over a year. Town Council had reviewed and provided feedback to the Planning Commission.

Council Member Dwinell presented Title 3 and provided a summary of what had changed. He stated it needed to be reviewed by the Town Clerk. The Mayor opened the floor for public comment on Title 3. There were no comments.

Council Member Dwinell presented Title 10 and provided a summary of what had changed. He discussed restricting work on Sundays. Council Member Shadle inquired if the Town could override the rules of the HOA (Home Owners Association) or if the change would only apply to parcels outside of the HOA. Council Member Dwinell stated it would apply to all homes built if it was more restrictive than the Master HOA. Council Member Baier stated she recalled Sunday construction was permitted by permission only. She stated she was not comfortable slowing down construction for new build houses. Council Member Dwinell stated the issue was brought forth to the Planning Commission and he would take it to Council. Council Member Shadle recalled a complaint from a resident regarding the construction disturbing her peace. Mayor Rubin stated the current ordinance stated construction may not start until 8:00 am and the proposed ordinance would amend it to 9:00 am. Council Member Nadelberg and Council Member Haselton agreed with the proposed change to 9:00 am. Council Member Baier had not received complaints from residents since the ordinance was changed to 8:00 am. Council Member Shadle reiterated he would like for Sundays to be prohibited.

Council Member Dwinell presented information on the changes regarding a monotony clause. The clause addressed homes built with the same façade and stated homes should have different elevations. Council agreed with the concept. Council suggested to change the language a front and rear elevation. Council Member Baier asked for clarification regarding building materials. Thomas Eddington addressed the type of exterior should be defined as stone, type of siding, trim board, wainscoting, et cetera.

Council Member Dwinell presented Ordinance 10.08.08.11 regarding garage doors. He stated the Planning Commission agreed to allow 33 per cent glass coverage in garage doors was reasonable coverage.

Information regarding Ordinance 10.08.14.1 was presented. Council Member Dwinell stated Mr. Dansie added language to include Ordinance 10.08.14.3 regarding general road design standards. Road width should be 26 feet to be compliant with the Wasatch County Fire Department minimum standard. Council agreed.

Council Member Dwinell proceeded to the next Ordinance regarding on street parking. He presented the clarification of the code to state on street parking was allowed on roads where asphalt exceeded 32 feet. Council Member Shadle asked for more publication regarding this ordinance to HOA's and developers.

Mayor Rubin opened the floor to public comment regarding changes to Title 10. There was no public input.

Council Member Baier inquired about 10.04.26 (*Clerk's note: subsection 8*) regarding the removal of construction fencing upon completion. She reiterated the Title states the fence must be removed and the area landscaped within 30 days of completion. She inquired if the code contemplated construction completed during winter or harsh weather. Mr. Eddington stated the best practice would allow the developer to wait until the Spring, but the deposit would be held until landscaping was completed. Council Member Dwinell suggested there was discretionary language in subsection 9 that allowed the Town to enforce the ordinance when it was reasonable to do so. Discussion followed.

Council Member Dwinell presented amendments to Title 11. Most changes were minor word corrections. The biggest change was section 11.06.16 regarding Fire District Review. Mr. Dansie explained this section had been passed previously but had been excluded when the initial transfer of code was done. No objections from the council were made.

Council Member Dwinell presented section 11.06.26.5 regarding the Final Evacuation Plan that was not defined in prior plans.

Mayor Rubin opened the floor for public comment regarding the changes made to Title 11. No comments were made.

Council Member Dwinell presented the amendments made to Title 12 which included moving two sections to more suitable areas of the code. Sections 12.30.02 and 12.30.04 was amended to include reference to the current town code.

Council Member Baier asked to review each of the land uses by zone beginning with 12.08.04. She stated six zones permitted a church or worship center. She preferred those to be conditional and to take into consideration other aspects when those types of buildings were allowed. She reiterated her concerns were not to prevent those types of services. Council Member Dwinell agreed and stated there may be parking and traffic issues et cetera that validate the conditions. Council Member Baier stated it wasn't just for places of worship and could include amphitheaters and other structures of that nature. Mr. Eddington stated all buildings have to be reviewed.

Mayor Rubin opened the floor for public comment regarding the changes made to Title 12. No comments were made.

Council Member Dwinell presented the Ordinance to amend the Titles and paused for Council review. Mayor Rubin stated there needed to be consistency in the ending of the Ordinances to include a date of when it was signed. The Ordinance also needed to be amended to include the new Town Clerk. Discussion regarding the finalization of the Ordinance continued. It was determined the two sections to be moved in Title 12 and amended to be referenced in the Ordinance were as follows:

- Section 12.20 - General Plan Administration should be recodified within Title 1
- Section 12.22 - Sign Regulations should be recodified within Title 8

Motion: Council Member Dwinell moved to approve Ordinance 2020-06 amending Title 3; Title 10; Title 11; and Title 12 of the Hideout Town Code. Council Member Shadle made the second. Voting aye: Council Members Baier, Dwinell, Haselton, Nadelberg and Shadle. None opposed. Motion passed.

4. Public hearing - discuss and possibly adopt an ordinance restricting on-street parking

It was discussed to continue the item to a later date. Council Member Shadle voiced concern regarding providing enough notice to residents due to the nature of the ordinance. Council Member Dwinell suggested a copy of the ordinance language should be provided in the town newsletter. Mr. Dansie clarified it was published as a land use regulation which provided a more thorough information than a regular notice. Council Member Dwinell provided the stipulation this was not unanimous with the Planning Commission members. Mr. Dansie clarified the ordinance addressed where and when on street parking should occur. Discussion regarding noticing continued. Council Member Baier suggested to continue to the August 27 Regular Town Council Meeting.

Motion: Council Member Haselton moved to continue the discussion and possible adoption of an ordinance regarding on-street parking to August 27, 2020. Council Member Shadle made the second. Voting aye: Council Members Baier, Dwinell, Haselton, Nadelberg and Shadle. None opposed. Motion passed.

5. Discussion and possible extension of the terms for Planning Commissioners whose terms expire on July 31, 2020

Mayor Rubin stated three Commissioners on the Planning Commission whose terms expire on July 31, 2020 have expressed desire to remain on the board. He asked for Council's consent to extend each of the terms for four years. Council Member Shadle asked if the members were appointed with consent of the Council and if the Commissioners could be removed by the mayor if needed. Mr. Dansie addressed Council Member Shadle and stated they may be removed upon written notice.

Motion: Council Member Shadle moved to extend the terms of Planning Commissioners Jerry Dwinell, Bruce Woelfle and Donna Turner for an additional four years with terms to expire on July 31, 2024. Council Member Baier made the second. Voting aye: Council Members Baier, Haselton, Nadelberg and Shadle. Council Member Dwinell abstained. None opposed. Motion passed.

6. Discussion - annexation timeline

Mayor Rubin reiterated the timeline of the proposed annexation process of Richardson Flats area. August 12 would be a public hearing although no vote would be taken. August 18 would be another public hearing in which a vote would potentially be taken.

Mr. Dansie reviewed the number of places the public hearing was noticed. He stated the statutory requirement for noticing was met although more noticing was not prohibited. Council Member Shadle reiterated neighborhood meetings were held to receive public input. Mr. Dansie clarified those meetings were informal meetings and a quorum of the council was not present. Council Member Dwinell stated a community meeting for Shoreline was scheduled and would be noticed when the timing was appropriate.

7. Discussion and possible approval of Wasatch County police service for Hideout

Mayor Rubin asked Council Member Shadle to provide input regarding the approval of Wasatch County Sheriff's Office to service the town. Council Member Shadle stated a three-month study was preferred. Mayor Rubin stated he would approach Sheriff Rigby to inquire about a 90-day study and would present his findings on a later date.

8. Discussion and possible approval to move forward with a maintenance and operations agreement with JSSD for sewer and water services

A final version of the contract regarding an agreement with JSSD (Jordanelle Special Service District) was not completed prior to the meeting. However, a draft was sent to Council for review and input. Mayor Rubin asked to continue the item to the next meeting. Council agreed.

9. Discussion regarding nuisance weed control within the Town

Council Member Baier presented information regarding noxious and nuisance weeds within the town. The town was making efforts to eradicate the weeds. Building Department Administrative Assistant Carol Kusterle was working with developers, HOA's and homeowners to contain the weeds. Council Member Baier stated the town should be more efficient in mitigating the weeds and needed to define how the weeds should be handled. Mayor Rubin presented an idea to propose a weed bond to developers for the term of three years or more for a professional company to spray weeds. Town Administrator Jan McCosh stated other cities have established a weed control board. Doing this would result in a property tax increase of \$10-15 per household but would allow professional weed removers to do the work instead of Town Administration. Council Member Shadle agreed. Council Member Bair stated a Town Ordinance had been implemented regarding weed control. She provided examples of other Cities' ordinances regarding yellow clover and other noxious and nuisance weeds. Discussion followed regarding weed remediation. Mayor Rubin asked for a review within 90 days or less from the date of the meeting.

10. Discussion regarding Town Code 4.16 and the Town Fee Schedule concerning sexually-oriented businesses

Council Member Shadle asked to continue the discussion regarding the Town Fee Schedule concerning sexually-oriented businesses until the following meeting. Council agreed.

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

Mayor Rubin concluded the public meeting at 8:10 pm.

Motion: Council Member Nadelberg moved to adjourn the public meeting and convene into Executive Session. Council Member Shadle made the second. Voting aye: Council Members Baier, Dwinell, Haselton, Nadelberg and Shadle. None opposed.

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

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

The Executive Session adjourned at 9:45 pm.

VII. Meeting Adjournment

The Town Council Meeting adjourned at approximately 9:45 pm.

Alicia Fairbourne, Town Clerk

DRAFT

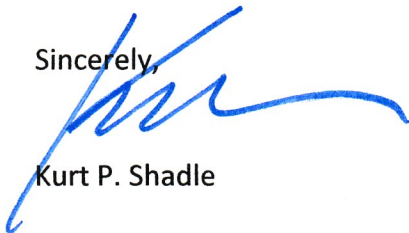
August 19, 2020

Phil Rubin, Mayor
Town of Hideout
10860 No. Hideout Trail
Hideout, UT 84036

Dear Mayor:

Effective immediately I resign my position on the Town Council. I strongly disagree with the direction your Administration is taking on annexation and believe that further action on this effort produces distraction from important issues facing our Town as well as legal and administrative expenses we as a Town cannot afford.

Sincerely,



Kurt P. Shadle



Public Notice Notice of Town Council Vacancy

The Town of Hideout ("**Town**") hereby gives notice pursuant to Utah Code § 20A-1-510 of a vacancy on the Town Council. The Town has received notice that a member of the Town Council, Kurt Shadle, has resigned from the Town Council effective August 20, 2020. The Town Council will hold a public meeting ("**Meeting**") to fill the vacancy on September 24th, 2020, at 6:00 p.m. At that meeting, the Council will interview each individual who has submitted materials and meets the qualifications in the open meeting. The Meeting is expected to be held electronically and the login information will be sent separately. (Depending on Health Code regulations a physical meeting location may be added prior to September 24th)

Any person interested in being appointed to fill the vacancy may submit such person's name, together with any other materials such person wishes to have considered, to the Town Clerk at the Town Hall not later than 4:30 PM on September 22nd, 2020. The clerk can be reached at afairbourne@hideoututah.gov.

Pursuant to Section 1.10.010 of the Town Code and Utah Code § 20A-9-203, any person seeking to be considered for appointment to the Town Council must:

1. Have been a resident of the Town for 365 consecutive days prior to the date of appointment;
2. Be a registered voter in the Town; and
3. Meet the other requirements of Utah Code § 20A-9-203 and Utah Code § 10-3-301.

The term will expire on January 13, 2022

Following is nontechnical summary of the Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis prepared for Hideout Town.

Demographics

As demographics form the basis of all other projections in this study, the first section prepared is a population study. Current population is approximately 314 residential units. Future population projections provide the basis for determining the proportionate share of system improvements based upon the current Level of Service (LOS). Currently, Hideout is projected to grow to approximately 2,264 residential units by the year 2033.

Water

This study identifies the City's existing water system and its cost. The culinary water infrastructure has been constructed to meet projected future needs while maintaining Hideout's current LOS. Existing water infrastructure costs are discussed in Chapter 3 and have been identified as \$2,239,052.

Transportation

Population growth throughout Hideout should not require new system roads to meet future needs. The City currently provides a LOS "A". The cost of installing the transportation infrastructure for Hideout is discussed in Chapter 4 and is identified as \$10,004,312.

Storm Water

Equivalent Residential Connections (ERC's) for future storm water runoff are based on an average lot having 2,700 square feet of impervious surface. The current LOS is based on the City's current standards and ordinances. In order to meet the City's future needs, storm water improvements were constructed the cost of which is identified as \$1,522,398. Details are discussed in Chapter 5.

Sewer

The Town currently provides collection systems but not treatment. The sewer infrastructure is detailed in Chapter 6 and its cost has been identified as \$1,954,514.

Impact Fee Plan

This study has identified a combined cost of \$15,720,276 in project and system improvements installed by the Master Developer. Improvements determined to be "project improvements", as defined by state law, cannot be included in impact fee calculations. In addition, not all of the "system improvements" are eligible for inclusion in the Impact Fee Plan and Impact Fee Analysis because some were funded by alternate sources and some that would otherwise be considered system improvements have not been dedicated to the public and, therefore, are not included in the impact fee calculation. This study identifies \$10,664,128 in impact fee eligible system improvements.

Impact Fee Analysis

Impact fees can be assessed to future development in order for new residents to pay a proportionate share of infrastructure that serves the entire community. They are not retroactive for existing residents. As allowed by Utah Code, impact fees have been calculated based on a reasonable plan. Impact fees are based on service areas where services are provided. Finance charges have been applied to each element considered, financing over twenty years at seven and a half percent. Although Hideout is not required to

enact impact fees exactly as outlined in this study, under state law it may not impose fees higher than what is recommended. Following are the recommended fees that correlate to the \$10,664,128 of system improvements that are eligible for reimbursement across the service areas.

| Element/Service Area | Units | Impact Fee |
|-----------------------|-------|------------|
| Water | ERC | |
| WSA1 | | \$1,445 |
| WSA2 | | \$0 |
| Transportation | ERC | |
| All units | | \$5,215 |
| Storm Drain | ERC | |
| SDSA1 | | \$6,665 |
| SDSA2 | | \$4,315 |
| SDSA3 | | \$0 |
| Sewer | ERC | |
| SSA1 | | \$1,355 |
| SSA2 | | \$1,330 |

Hideout Town is made up of many different subdivisions. Service areas, and applicable impact fees, vary per subdivision. Following is a schedule of impact fees applicable to each subdivision.

| Subdivision | Water | Roads | Storm Drain | Sewer | Total Impact Fee |
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| ADA LLC | \$1,445 | \$5,215 | \$0 | \$1,330 | \$7,990 |
| Apartments at Deer Mountain | \$0 | \$5,215 | \$0 | \$0 | \$5,215 |
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| Deer Waters | \$0 | \$5,215 | \$0 | \$0 | \$5,215 |
| Forevermore | \$1,445 | \$5,215 | \$6,665 | \$1,330 | \$14,655 |
| Glistening Ridge | \$1,445 | \$5,215 | \$6,665 | \$1,330 | \$14,655 |
| Golden Eagle | \$0 | \$5,215 | \$0 | \$1,330 | \$6,545 |
| KLAIM | \$0 | \$5,215 | \$0 | \$0 | \$5,215 |
| New Town Center | \$1,445 | \$5,215 | \$4,315 | \$1,330 | \$12,305 |
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| Plumb | \$1,445 | \$5,215 | \$4,315 | \$1,330 | \$12,305 |
| Reflection Lane | \$0 | \$5,215 | \$4,315 | \$1,330 | \$10,860 |
| Reflection Ridge | \$0 | \$5,215 | \$4,315 | \$1,330 | \$10,860 |
| Ross Creek Entrance | \$0 | \$5,215 | \$0 | \$0 | \$5,215 |
| Rustler | \$1,445 | \$5,215 | \$6,665 | \$1,330 | \$14,655 |
| Salzman | \$1,445 | \$5,215 | \$0 | \$1,330 | \$7,990 |
| Shoreline Phase I | \$1,445 | \$5,215 | \$0 | \$1,330 | \$7,990 |
| Shoreline Phase II | \$1,445 | \$5,215 | \$0 | \$1,330 | \$7,990 |
| Shoreline Remaining (tentative) | \$1,445 | \$5,215 | \$0 | \$1,330 | \$7,990 |
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| Soaring Hawk | \$0 | \$5,215 | \$0 | \$1,355 | \$6,570 |
| Sunrise | \$1,445 | \$5,215 | \$0 | \$1,330 | \$7,990 |
| Van Den Akker | \$0 | \$5,215 | \$0 | \$0 | \$5,215 |
| Venturi | \$1,445 | \$5,215 | \$4,315 | \$1,330 | \$12,305 |
| Woolf | \$0 | \$5,215 | \$0 | \$1,355 | \$6,570 |

August 2020

Item # 3.

HIDEOUT TOWN

CAPITAL IMPROVEMENTS PLAN

INCLUDING

IMPACT FEE FACILITIES PLAN

IMPACT FEE ANALYSIS

A Reasonable Plan for the Future of Hideout



HIDEOUT
UTAH



PSE

PRECISION
SYSTEMS
ENGINEERING

Impact Fee Facilities Plan Certification Page

I certify that the attached impact fee facilities plan:

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

Brent R. Ventura, P.E.

Impact Fee Analysis Certification Page

I certify that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
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3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

Brent R. Ventura, P.E.

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The Town of Hideout is a growing community located in the Wasatch Mountains to the west of Kamas and bordering the east shore of Jordanelle Lake south of Deer Mountain. Established in 2008, Hideout now has approximately 314 units (an estimated 820 residents). As growth continues, Hideout is projected to grow to 2,264 residential units in the next 20 year, as discussed in the following chapter.

This Capital Improvements Plan (CIP) evaluates Hideout's current infrastructure supporting future growth and analyzes its potential future growth. Services addressed are: (1) water, (2) transportation, (3) storm drain, and (4) sewer. It provides an inventory of existing facilities for each element and outlines facilities already constructed that have been financed for future growth. Identification of these facilities will lay the foundation for calculating impact fees for each element in each service area.

Proportionate Share

This document attempts to assign only a proportionate share of costs for existing and future improvements due to development activity. Every effort has been made to evaluate impact fees considering only those costs that are allowed under the Impact Fee Act including Utah Code Section 11-36a-305. As such, a current Level of Service (LOS) has been defined for each element and master planning performed to maintain the existing standards. Impact fees have been evaluated assigning the costs associated with maintaining these standards to future development as Hideout grows.

Impact Fee Adjustments

Hideout understands that future developments will each have individualized impacts on the Town and therefore, in order to impose impact fees fairly, the Town may adjust standard impact fees to meet unusual circumstances as allowed by State Code. Adjustments may be made for any of a number of reasons including studies or data submitted by the developer, land dedicated as a condition of development, and/or system improvements constructed by a new development.

The first step in creating an impact fee study is to evaluate and verify the Town's current demographics and future population projections. The following section discusses Hideout's population, growth trends, and projected build-out population. This will be the first effort to evaluate Hideout's future population.

2.1 Existing Conditions

Current Population

Hideout's population estimate is based on a current count of approximately 314 residential units. Population data and projections were obtained from Hideout Town. It should be noted, that consideration of the Apartments at Deer Mountain, for purposes of this impact fee analysis, has been limited to the number of registered voters, estimated to be approximately 71, as of November 2017.

Current Zoning and Land Use Plans

Hideout's current projections include only residential growth on properties included in the Town of Hideout boundaries. Figure 2-1 illustrates the Town boundaries and various parcels within the Town.

2.2 Build-out Population

Total build-out for a municipality is reached when all vacant land within city boundaries has been developed to the current zoning and land use plans. Currently constructed, approved and anticipated subdivisions are shown in Figure 2-1. Extrapolating from approved and projected subdivision plans, build-out population has been estimated at approximately 2,264 units as illustrated in Table 2-1.

Table 2-1: Hideout Build-out Projection

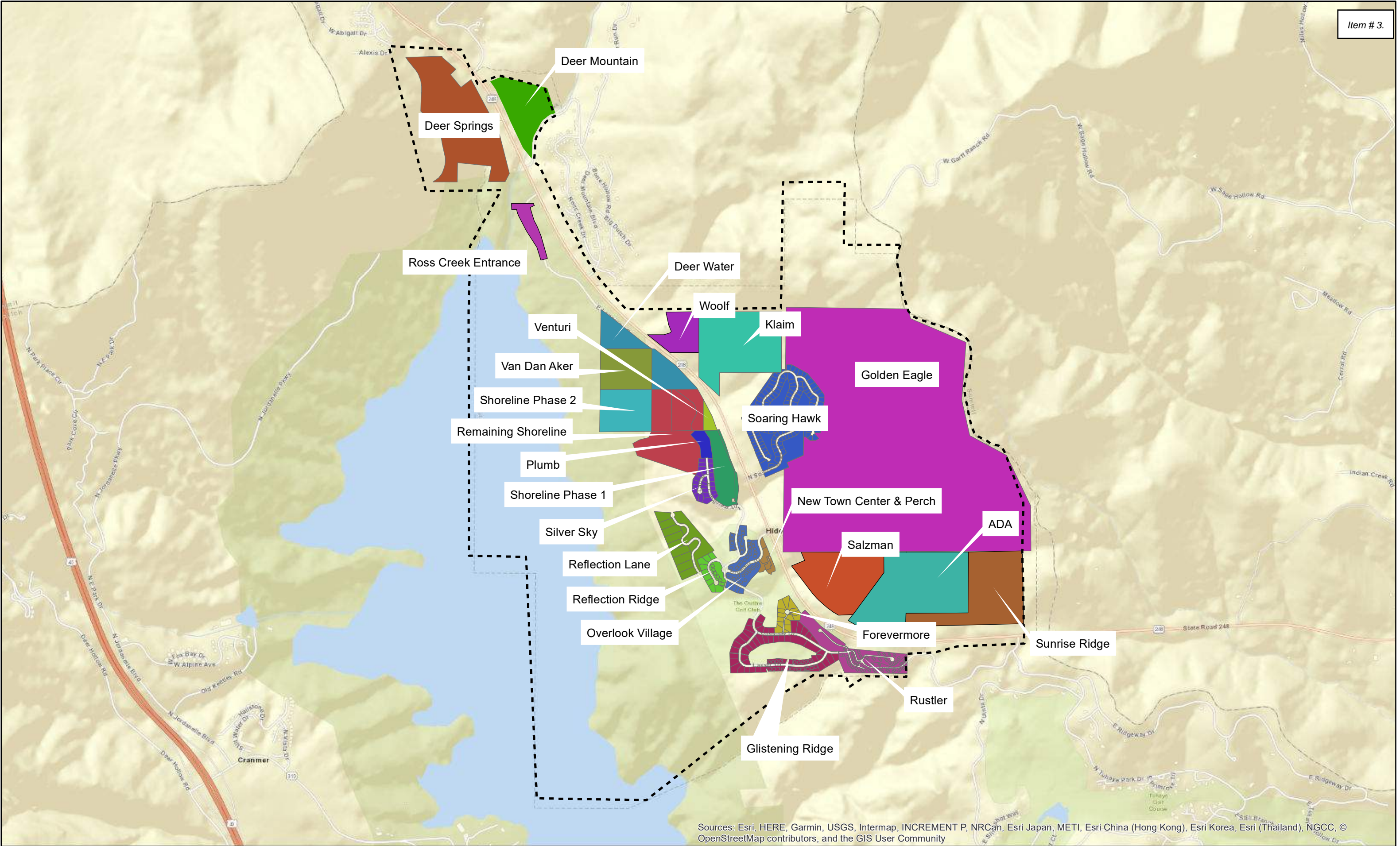
| Subdivision | Residential Units |
|----------------------------------|--------------------------|
| ADA LLC | 67 |
| Apartments at Deer Mountain | 71 |
| Deer Springs (tentative) | 248 |
| Deer Waters | 112 |
| Forevermore | 13 |
| Glistening Ridge | 63 |
| Golden Eagle | 316 |
| KLAIM | 88 |
| New Town Center | 4 |
| Overlook Village | 47 |
| Perch (The Settlement) | 92 |
| Plumb | 4 |
| Reflection Lane | 9 |
| Reflection Ridge | 15 |
| Ross Creek Entrance (City owned) | 18 |
| Rustler | 88 |
| Salzman | 42 |
| Shoreline Phase I | 50 |

| | |
|---------------------------------------|--------------|
| Shoreline Phase II | 103 |
| Shoreline Remaining (tentative) | 547 |
| Silver Sky | 26 |
| Soaring Hawk | 148 |
| Sunrise | 51 |
| Van Den Akker | 35 |
| Venturi | 2 |
| Woolf | 5 |
| Projected Build-Out Projection | 2,264 |

2.3 Other Considerations

Issues that have been considered throughout the preparation of this impact fee plan and analysis include:

- 1) Only the voting population of Deer Mountain Apartments has been used in evaluating impacts and calculating fees.
- 2) In approximately 2010, the Town supported the creation of Hideout Local District No. 1 (Local District) pursuant to Title 17B of the Utah Code. The Local District has issued bonds “to finance the cost of construction and acquisition of improvements, including but not limited to certain transportation, water, curb, gutter and sidewalk, landscaping and all other miscellaneous work.” See, e.g., *Notice of Encumbrance and Assessment Area Designation* recorded in the office of the Wasatch County Recorder on October 8, 2013, as Entry No. 394619 and *Amended Notice of Assessment Interest* recorded in the office of the Wasatch County Recorder on July 11, 2014, as Entry No. 402596 and the *Notice of Assessment interest* recorded in the office of the Wasatch County Recorder on August 4, 2017 as Entry Number 441182. The bond proceeds were used to pay for all of the infrastructure within the Soaring Hawk Subdivision and for infrastructure in certain other areas of the town. The bonds issued by the Local District will be repaid by a separate assessment collected by the Local District. Thus, the system improvements within the Soaring Hawk Subdivision are not eligible to be included within the impact fee calculation. Future infrastructure constructed within the Golden Eagle Subdivision will also be financed by the Local District.
- 3) The Reflection Ridge Subdivision is a gated community. The private road within the Reflection Ridge Subdivision has not been dedicated to the public and, consequently, is not impact fee eligible.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Hideout has constructed a culinary water distribution system that can provide water for existing residents as well as all of its projected residents that will connect directly to the system in the future. As Hideout grows new water lines and connections will need to be constructed in local subdivisions. These new lines are not considered in the impact fee calculations. New services and subdivision connections will need to be financed by individual developers and contractors.

3.1 Definitions

| | |
|-----|-----------------------------------|
| ERC | Equivalent Residential Connection |
| gpm | gallons per minute |
| gpd | gallons per day |
| IFC | International Fire Code |

Equivalent Residential Connections (ERC)

ERCs compare a water user's use rate to that of a single-family dwelling. Since Hideout currently has only residential connections, each connection is considered 1.00 ERC. In the future, if other types of connections such as businesses, schools or churches are approved for construction in Hideout, an evaluation will need to be performed and the study updated to reflect ERC's accurately per connection type.

3.2 Level of Service (LOS)

The current level of service that Hideout applies to its water systems is governed by the Town of Hideout Water Distribution System Design Standards, Construction Specifications and Standard Drawings as well as the minimum requirements dictated by the State of Utah Division of Drinking Water and the International Fire Code. Some of the requirements are as follows.

Culinary water system requirements:

- Maintain 20 psi in all areas of the system during peak instantaneous usage.
- Maintain 20 psi in all areas of the water system during maximum day usage with imposed fire flows.
- New service areas added after January 1, 2007 are required to meet the following additional requirements:
 - a) 30 psi during peak instantaneous demand;
 - b) 40 psi during peak day demand.
- Maintain 1,000 gpm fire flows for all homes under 3,600 square feet.
- Maintain 1,750 gpm fire flows for all homes between 3,600 and 4,800 sq. ft.
- Maintain adequate fire flows for all other buildings according to IFC standards.

3.3 Existing Culinary System

The existing culinary water system (see Figure 3-1) includes 8 to 12-inch water lines, three wholesale meters and three pressure reducing valves. The water system complies with state standards. The graphical illustration is based on Town staff knowledge and record drawings for some of the subdivisions within the Town.

The water infrastructure is estimated to have cost \$2,239,052 (construction year dollars) to construct. We have calculated costs through research and discussion with developer representatives and current city staff. We have utilized the CAD drawings provided by the developer, record drawings and other provided information regarding quantities and prices. Our detailed cost estimates reflect, to the best available information, the costs of installed water infrastructure based on industry standards and actual circumstances. Details of the cost estimate are included in the Appendix.

NOTE: Table 3-1 identifies the estimated total cost of construction of the Town's water infrastructure and contains some costs which are not eligible to be included in the impact fee calculation.

Table 3-1: Water Infrastructure Costs per Subdivision (Construction year dollars)

| Subdivision | Estimated Infrastructure Cost | Construction Year |
|------------------|-------------------------------|-------------------|
| Overlook Village | \$433,591 | 2006 |
| Glistening Ridge | \$425,039 | 2009 |
| Reflection Ridge | \$460,065 | 2014 |
| Forevermore | \$36,888 | 2013 |
| Silver Sky | \$287,655 | 2014 |
| Rustler | \$202,764 | 2010 |
| Soaring Hawk | \$393,050 | 2014 |
| Total | \$2,239,052 | |

System improvements that are impact fee eligible are identified in Chapter 7 – Impact Fee Facilities Plan.

3.4 Future Culinary Facilities

Any further improvements to the water system have not been included in these impact fee calculations. New delivery lines and connections are anticipated to be financed and constructed by developers of individual subdivisions.

3.5 Impact Fee Structure

The existing culinary system supplies both indoor and outdoor use for Hideout's residents. It provides the City with its current level of service. The City is currently planning on meeting the demands of future growth with its current culinary water system. No secondary system is planned at this time.

Legend

Water

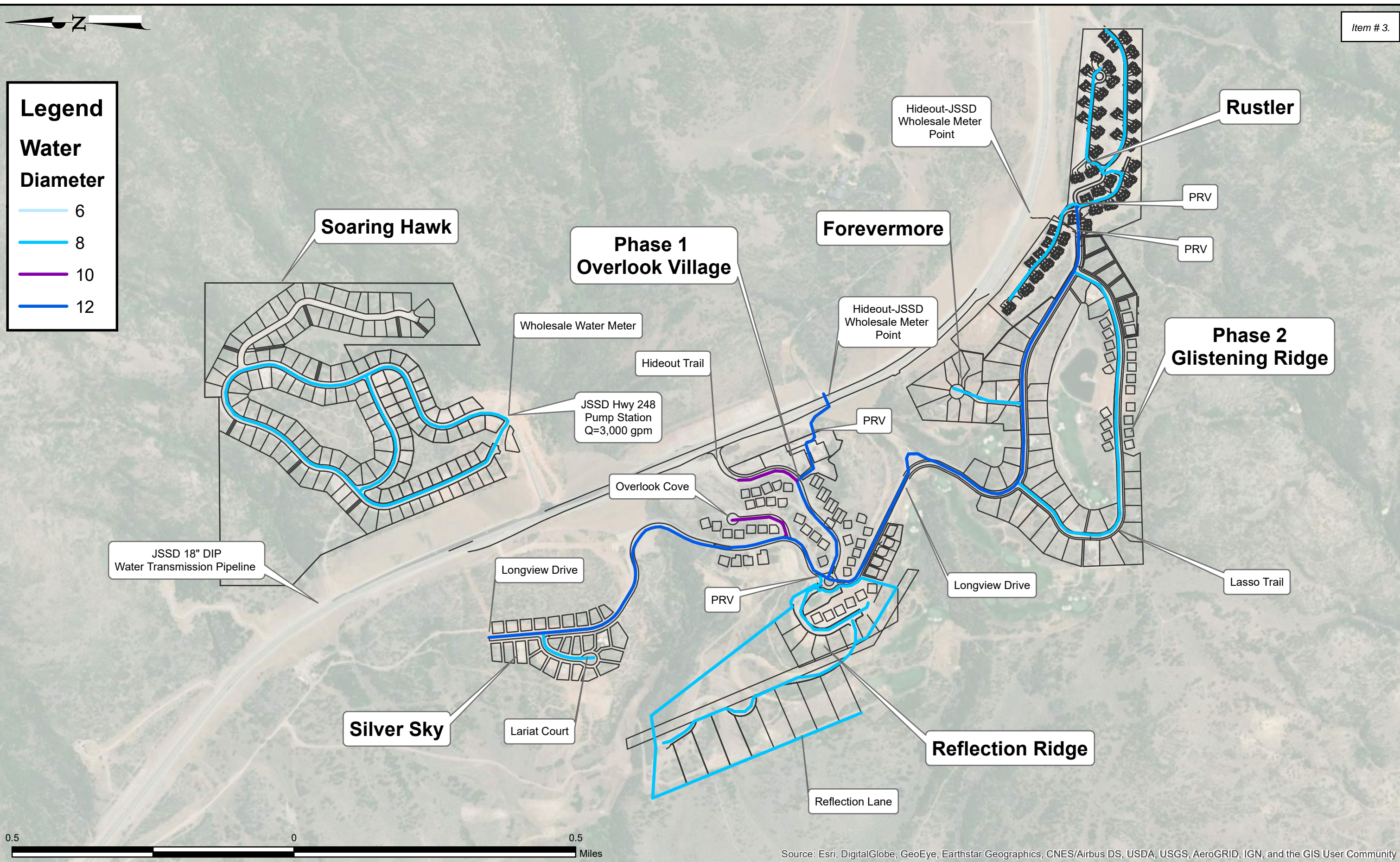
Diameter

6

8

10

12



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hideout's current and future transportation needs are met with the existing system of roadway facilities, which include excess capacity. Future project improvements will need to be financed and constructed by the future developer.

4.1 Level of Service (LOS)

Adequacy of an existing transportation system can be quantified by assigning Levels of Service (LOS) to major roadways and intersections. As defined in the *Highway Capacity Manual*, a special report published by the Transportation Research Board, LOS serves as the traditional measuring stick of a roadway's functionality. LOS is identified by reviewing elements such as the number of lanes assigned to a roadway, the amount of traffic using the roadway and amount of delay per vehicle at intersections. Levels of service range from A (free flow) to F (complete congestion).

4.2 Existing Facilities

The existing transportation infrastructure within the Town (see Figure 4-1) includes Longview Drive, Hideout Trail, Lariat Court, Lasso Trail, Overlook Cove as well as others. Hideout's current LOS is "A" on all roads and is anticipated to remain LOS A with the existing roads at build out. This is typical for a community of Hideout's size. The transportation facilities include roads, sidewalks, ADA facilities, utility conduits/trenching, street lights, retaining walls, landscaping/ irrigation, and appurtenances. Costs for the Town's transportation facilities are atypical due in part to retaining walls, rock excavation, and additional UDOT requirements which are applicable because of topography and other unique circumstances. The total cost of improvements are estimated to be \$10,004,312 (construction year dollars) as summarized below. Detailed cost estimates can be found in the Appendix for each subdivision.

NOTE: Table 4-1 identifies the estimated total cost of construction of the transportation infrastructure and contains some costs which are not eligible to be included in the impact fee calculation.

Table 4-1: Roadway Costs per Subdivision (Construction year dollars)

| Subdivision | Estimated Infrastructure Cost | Construction Year |
|------------------|-------------------------------|-------------------|
| Overlook Village | \$2,994,729 | 2006 |
| Glistening Ridge | \$1,923,473 | 2009 |
| Reflection Ridge | \$592,405 | 2014 |
| Forevermore | \$118,096 | 2013 |
| Silver Sky | \$443,100 | 2014 |
| Rustler | \$809,151 | 2010 |
| Soaring Hawk | \$3,123,358 | 2014 |
| Total | \$10,004,312 | |

Hideout does not currently have a transportation masterplan. However, we have been able to identify which roads can be classified as collector roads throughout the community. Collector roads are considered essential to traffic flow throughout the entire

community and are, therefore, considered system improvements. System improvements that are impact fee eligible are identified in Chapter 7 – Impact Fee Facilities Plan.

4.3 Future Facilities

Any further improvements to the roadway system have not been included in these impact fee calculations. New roads and accesses that connect to the current transportation system are anticipated to be financed and constructed by developers of individual projects and subdivisions.



A city's storm drain system plays a vital role in protecting life and property. Planning for Hideout's storm drainage system had to consider major flooding that could occur from roadways and mountain drainages that pass through the Town, as well as localized flooding that occurs from storm water runoff generated within the Town. As Hideout continues to grow, the potential for localized flooding will increase, requiring improvements to the storm drain system to accommodate new development. Future improvements are expected to be financed and constructed by developers and contractors as project level improvements.

5.1 Definitions

ERC - Equivalent Residential Connection. Development contributes to storm water runoff based on the amount of impervious area it contains. For the purposes of this study, single family dwellings and multi-family residential units will each be considered one (1) ERC. ERC's for non-residential development including commercial, industrial, school and church buildings are based on their total impervious surface with one (1) ERC equalling 2,700 square feet of impervious surface area.

| | |
|--------------------------------|-------------------------------------|
| Single Family Units | = 1 ERC/home unit |
| Multi-Family Residential Units | = 1 ERC/dwelling unit |
| Non-Residential Units | = 1 ERC/2,700 SF of impervious area |

cfs - Cubic feet per second (449 gallons per minute)

Ac-Ft - Acre foot (volume of water required to cover an acre of land to a depth of one foot)

Detention - Short term storage of runoff provided by a pond or similar facility. An outlet is provided that allows water to be released from the facility at a predetermined rate.

Retention - Long term storage of storm water provided by a pond or similar facility, but does not allow water to be discharged. Water will stay in a retention pond after a storm event until it either evaporates or soaks into the soil of the pond bottom.

5.2 Level of Service (LOS)

Level of service of Hideout's current storm drain system is defined by the current city ordinances and construction standards. The following criteria establish conditions for which storm drainage facilities are currently designed.

- Design storm drains to keep water from ponding in streets and intersections during a 10 year storm event.
- Evaluate how storm drains will function during a 100 year storm event to identify areas where major flooding may occur.
- Require detention, distributed discharge to natural vegetation and other improvements that will limit discharge from a 100 year storm event.

5.3 Existing System

The Town's existing storm drain infrastructure is shown in Figure 5-1. It consists of small collection systems and a detention pond that were installed with recent developments. The total cost of improvements is estimated at \$1,522,398 (Construction year dollars) as detailed in the Appendix.

NOTE: Table 5-1 identifies the estimated total cost of construction of the storm drain infrastructure and contains some costs, which are not eligible to be included in the impact fee calculation.

Table 5-1: Storm Drain Costs per Subdivision (Construction year dollars)

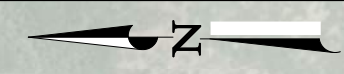
| Subdivision | Estimated Infrastructure Cost | Construction Year |
|------------------|-------------------------------|-------------------|
| Overlook Village | \$423,782 | 2006 |
| Glistening Ridge | \$624,381 | 2009 |
| Reflection Ridge | \$86,106 | 2014 |
| Forevermore | \$0 | 2013 |
| Silver Sky | \$113,856 | 2014 |
| Rustler | \$77,609 | 2010 |
| Soaring Hawk | \$196,664 | 2014 |
| Total | \$1,522,398 | |

Lines that collect storm water from individual lots or serve only one subdivision are project improvements. System improvements that are impact fee eligible are indicated in Chapter 7 – Impact Fee Facilities Plan.

We have estimated construction costs through research and discussion with developer representatives and current city staff. We have utilized the CAD drawings of the improvements provided by the developer and other provided information regarding quantities and prices. Our detailed cost estimates reflect, to the best available information, the costs of installed storm drain infrastructure based on industry standards and actual circumstances. Details of the cost estimate are included in the Appendix.

5.4 Future Facilities

Any further improvements to the storm drain system have not been included in these impact fee calculations. New connections to the existing storm drain system and future storm drain pipes, structures and detention facilities are anticipated to be financed and constructed by developers of individual subdivisions as project improvements.



Legend

Diameter

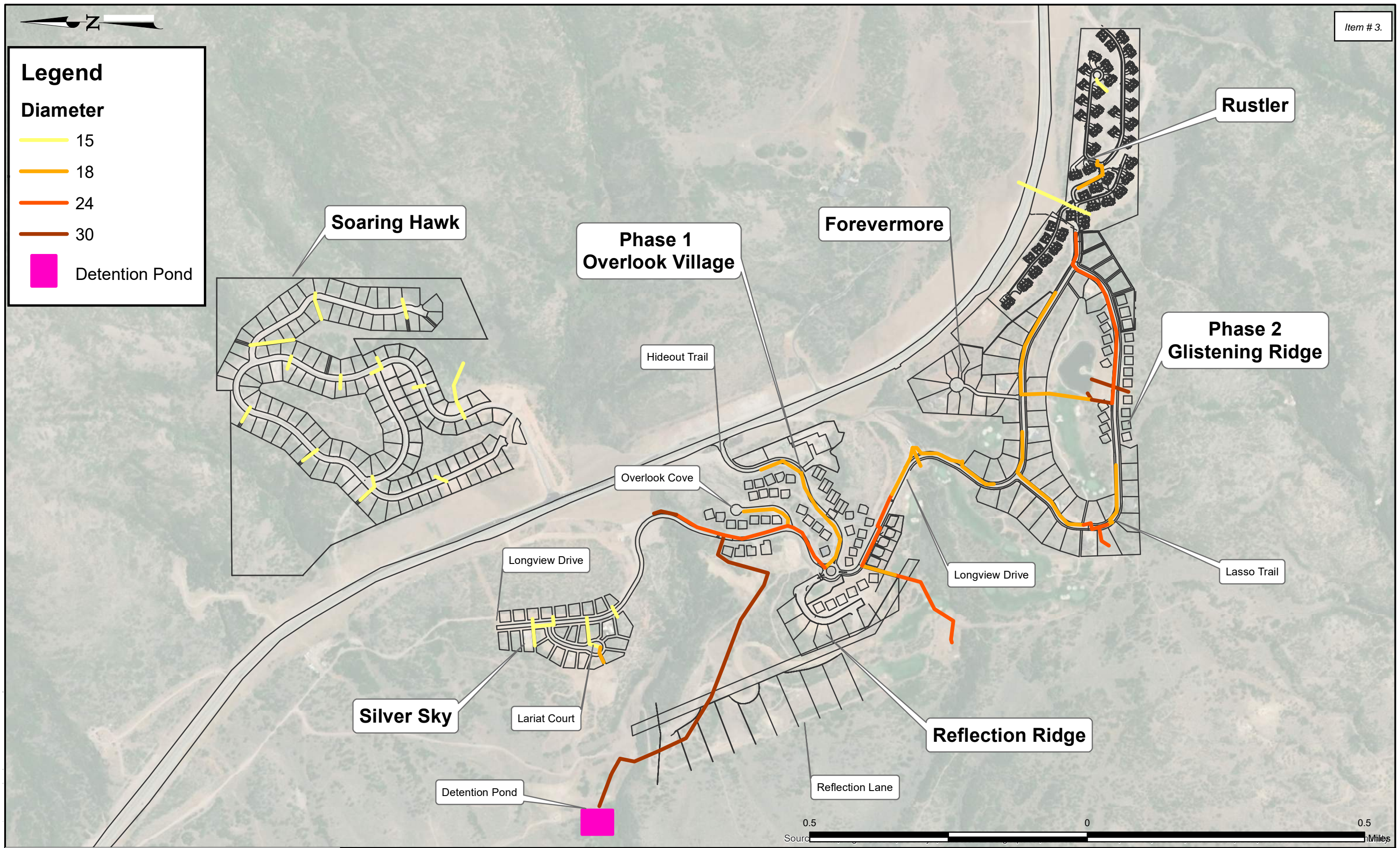
15

18

24

30

Detention Pond



Hideout has constructed a public sewer system that can collect and transport sanitary sewer for treatment. The Apartments at Deer Mountain, Deer Springs, Deer Waters and Klaim are not served by the Town's sewer system. As Hideout grows new collection lines will need to be constructed in local subdivisions. These new lines are not considered in the impact fee calculations. New services and subdivision connections will need to be financed by individual developers and contractors.

6.1 Definitions

| | |
|-------|-----------------------------------|
| ERC | Equivalent Residential Connection |
| gpd | gallons per day |
| gpdpc | gallons per day per capita |

Equivalent Residential Connections (ERC)

ERCs compare a user's use rate to that of a single-family dwelling. Since Hideout currently has only residential connections, each connection is considered 1.00 ERC. In the future, if other types of connections such as businesses, schools or churches are approved for construction in Hideout, an evaluation will need to be performed and the study updated to reflect ERC's accurate per connection type.

6.2 Level of Service (LOS)

The Utah Department of Environmental Quality (DEQ) provides guidelines and regulations for new sewer system design. These guidelines include:

- 1) 8-inch thru 15-inch sewer lines are not to exceed 50% capacity at peak flow
- 2) 18-inch and larger sewer lines are not to exceed 80% capacity at peak flow
- 3) New collector lines must be capable of providing a minimum peak daily flow of 400 gallons per day per capita (gpdpc)
- 4) New interceptors and outfall lines must be capable of providing a minimum peak daily flow of 250 gpcpd
- 5) Minimum size of collection lines is 8 inches.

Hideout has designed its current system using both DEQ standard and the Town of Hideout Sanitary Sewer System Design Standards, Construction Specifications and Standard Drawings (Revised July 2014). Any future improvements and project improvements will be required to meet these standards as well.

6.3 Existing System

The existing sewer infrastructure (see Figure 6-1) includes 8-inch collection lines throughout the Town and a sewer pump station. The infrastructure cost an estimated \$1,954,514 (Construction year dollars) to construct.

NOTE: Table 6-1 identifies the estimated total cost of construction of the sewer infrastructure and contains some costs which are not eligible to be included in the impact fee calculation.

Table 6-1: Sewer Costs per Subdivision (Construction year dollars)

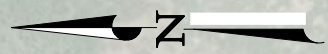
| Subdivision | Estimated Infrastructure Cost | Construction Year |
|------------------|-------------------------------|-------------------|
| Overlook Village | \$258,567 | 2006 |
| Glistening Ridge | \$455,450 | 2009 |
| Reflection Ridge | \$341,482 | 2014 |
| Forevermore | \$33,056 | 2013 |
| Silver Sky | \$138,551 | 2014 |
| Rustler | \$192,123 | 2010 |
| Soaring Hawk | \$535,285 | 2014 |
| Total | \$1,954,514 | |

We have estimated construction costs through research and discussion with both previous developer representatives and current city staff. We have utilized the CAD drawings of the system provided by the developer and other information regarding quantities and prices. Our detailed cost estimates reflect, to the best available information, the costs of installed sewer infrastructure based on industry standards and actual circumstances. The details of the cost estimate are included in the Appendix.

The sewer system was necessary as a whole to make the Town feasible. As a result, all of the trunklines have been designated as system improvements for this study. However, infrastructure serving individual subdivisions has been assigned to that specific service area. System improvements that are impact fee eligible are illustrated in Chapter 7 – Impact Fee Facilities Plan.

6.4 Future Facilities

Any further improvements to the sewer system have not been included in these impact fee calculations. New collection lines and connections to the existing sewer system are anticipated to be financed and constructed by developers of individual subdivisions as project improvements.

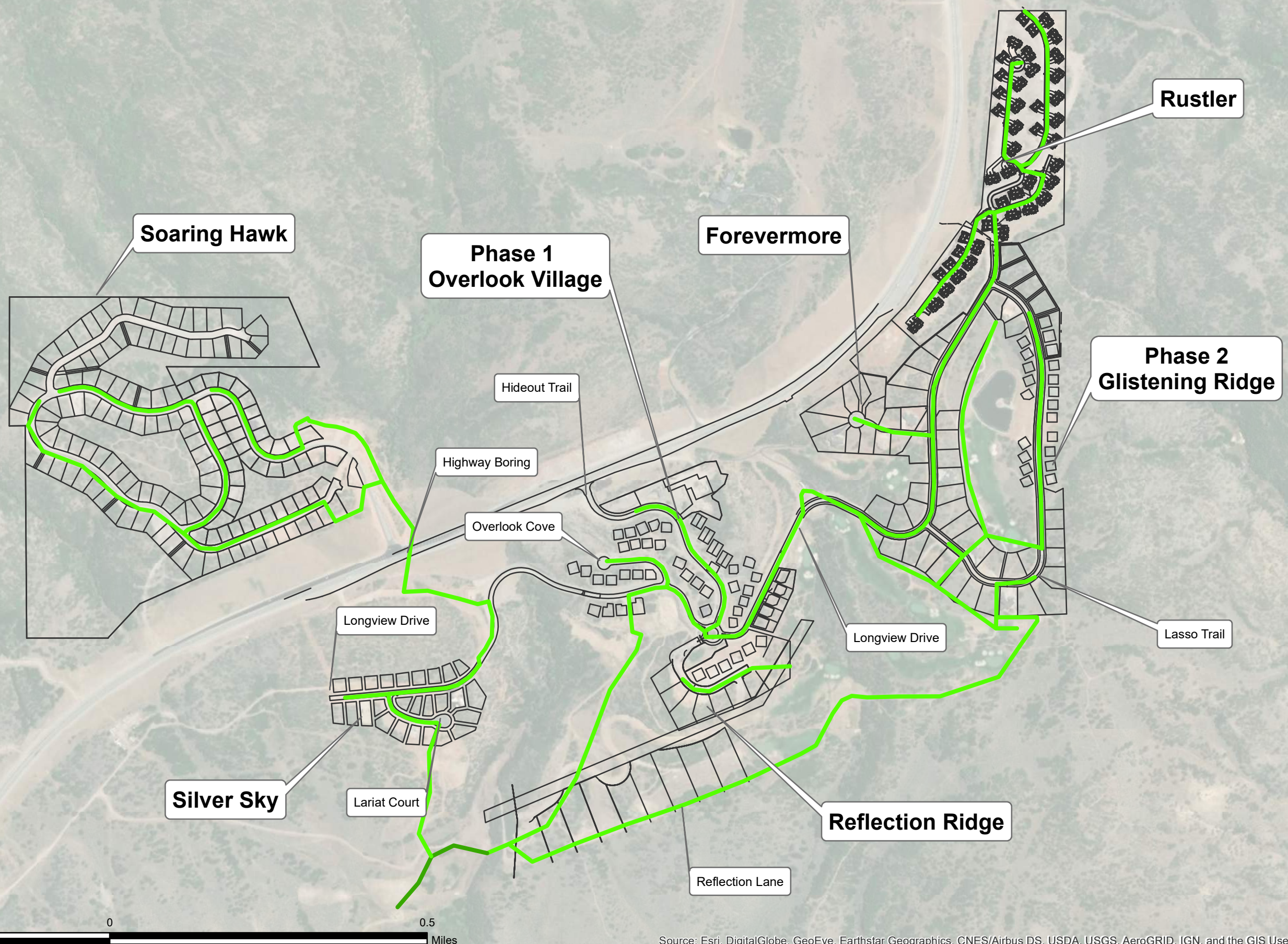


Legend

Sewer Diameter

8

10



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Impact fees provide communities with a legal means to obtain funds from new developments to finance the construction of infrastructure improvements that are needed to serve new growth. State law allows under Title 11-36a-301 (3) for “a local political subdivision or a private entity with a population, or serving a population, of less than 5,000 as of the last federal census that charges impact fees of less than \$250,000 annually need not comply with the impact fee facilities plan requirements of this part, but shall ensure that: (a) the impact fees that the local political subdivision or private entity imposes are based upon a reasonable plan that otherwise complies with the common law and this chapter; and (b) each applicable notice required by this chapter is given.”

As a result, this study identifies system improvements in water, sewer, storm drain and roads that are impact fee eligible. System and project improvements are defined as follows:

System Improvement – existing public facilities that are designed to provide services to service areas within the community at large and future public facilities that are intended to provide services to service areas within the community at large.

Project Improvement – means site improvements and facilities that are

- 1) Planned and designed to provide service for development resulting from a development activity.
- 2) Necessary for the use and convenience of the occupants or users of development resulting from a development activity.

System improvements included in this study include trunklines, outfalls and collector roadways throughout the Town. They include all materials, appurtenances, installation, mobilization and engineering for each facility. System improvements do not include connections, laterals, incidental work, development amenities or general development activities. Project improvements are not included in this study. Table 7-1 below illustrates the estimated cost of all system improvements that have been installed in Hideout.

Table 7-1: Estimated Impact Fee Eligible Improvement Costs (Construction year dollars)

| Subdivision | Water | Roads | Storm Drain | Sewer | Estimated System Improvements Cost |
|---------------------|--------------------|--------------------|--------------------|--------------------|------------------------------------|
| Overlook Village | \$433,591 | \$2,864,306 | \$386,458 | \$258,567 | \$3,942,922 |
| Glistening Ridge | \$425,039 | \$1,923,473 | \$624,381 | \$455,450 | \$3,428,343 |
| Reflection Ridge | \$0 | \$0 | \$86,106 | \$341,482 | \$427,588 |
| Forevermore | \$36,888 | \$0 | \$0 | \$33,056 | \$69,944 |
| Silver Sky | \$287,655 | \$194,170 | \$17,868 | \$138,551 | \$638,244 |
| Rustler | \$202,764 | \$0 | \$0 | \$192,123 | \$394,887 |
| Soaring Hawk | \$0 | \$0 | \$0 | \$0 | \$0 |
| Future Shoreline Dr | | \$1,762,200 | | | \$1,762,200 |
| Total | \$1,385,937 | \$6,744,149 | \$1,114,813 | \$1,419,229 | \$10,664,128 |

Impact Fee Eligible Cost Adjustments

The Infrastructure described above has already been installed and incorporates excess capacity to serve the potential build out population. Quantities have been calculated utilizing current infrastructure neat line measurements of existing drawings provided by the Town and the original developer. Costs have been estimated by applying unit prices to the infrastructure with adjustments made for special conditions. This section defines the service areas for system infrastructure and calculates impact eligible costs for each element.

Water

Water system improvements are separated into two service areas. Water Service Area 1 (WSA1) includes the entire pressurized/looped system in the Town excluding Soaring Hawk, Golden Eagle, Deer Waters, Deer Springs, KLAIM, Van Den Aker, Deer Mountain and future developments Woolf and Ross Creek Entrance. Water Service Area 2 (WSA2) is composed of the Soaring Hawk area. See Figure 7-1.

WSA1 includes the trunklines in Longview Drive (from the north end to the west end), Reflection Ridge, Silver Sky, Forevermore, Rustler, Glistening Ridge and Overlook Village and future developments excluding Golden Eagle and any development proximate to Golden Eagle. It also includes the water line from the JSSD connection to Longview Drive and the three PRV's. Every trunkline within each subdivision attributes to the overall functionality of the system including its pressures, flows and circulation. WSA1 will also include Salzman, ADA and Sunrise in the future.

WSA2 includes the trunklines in Soaring Hawk including the metering and pump stations. However, the cost of that infrastructure is not eligible for impact fee reimbursement since it was already financed by the Local District bond that is being repaid by Soaring Hawk residents through a special assessment.

The following table, Table 7-2, illustrates the difference between the total existing water system costs and impact fee eligible costs.

Table 7-2: Impact Fee Eligible Water System Improvements (Construction year dollars)

| Subdivision | Existing Improvements | Ineligible Improvements | Reason for Exclusion | Total Eligible Improvements |
|-----------------------|-----------------------|-------------------------|----------------------|-----------------------------|
| WSA1 | | | | |
| Overlook Village | \$433,591 | \$0 | | \$433,591 |
| Glistening Ridge | \$425,039 | \$0 | | \$425,039 |
| Reflection Ridge | \$460,065 | \$460,065 | Local District Bond | \$0 |
| Forevermore | \$36,888 | \$0 | | \$36,888 |
| Silver Sky | \$287,655 | \$0 | | \$287,655 |
| Rustler | \$202,764 | \$0 | | \$202,764 |
| WSA 1 Subtotal | | | | \$1,385,937 |
| WSA2 | | | | |
| Soaring Hawk | \$393,050 | \$393,050 | Local District Bond | \$0 |
| WSA2 Subtotal | | | | \$0 |
| Total | \$2,239,052 | \$853,115 | | \$1,385,937 |

Roads

Road system improvements include all collector roads throughout the Town including Hideout Trail, Longview Drive and Shoreline Drive. Dead ends and cul de sacs serving only a specific subdivision are considered project improvements and have been specifically removed from system improvement costs. It should be noted that the roads in Reflection Ridge are private roads, not owned by the Town and are, therefore, not impact fee eligible. In addition, not only do the roads in Soaring Hawk only service that subdivision, they have been constructed using the Local District bond that is being reimbursed by an assessment to residents and the cost of the Soaring Hawk roads, therefore, is ineligible for impact fee reimbursement. However, because Soaring Hawk residents use the transportation system they are included in the transportation system allocation. See Figure 7-2. The following table, Table 7-3 illustrates the difference between the total existing roadway costs and system improvements eligible for impact fee reimbursement.

Table 7-3: Impact Fee Eligible Existing Road Improvements (Construction year dollars)

| Subdivision | Existing Improvements | Ineligible Improvements | Reason for Exclusion | Total Eligible Improvements |
|------------------|-----------------------|-------------------------|----------------------|-----------------------------|
| Overlook Village | \$2,994,729 | \$130,423 | Cul de sac | \$2,864,306 |
| Glistening Ridge | \$1,923,473 | \$0 | | \$1,923,473 |
| Reflection Ridge | \$592,405 | \$592,405 | Private Road | \$0 |
| Forevermore | \$118,096 | \$118,096 | Cul De Sac | \$0 |
| Silver Sky | \$443,100 | \$248,930 | Cul De Sac | \$194,170 |
| Rustler | \$809,151 | \$809,151 | Cul De Sac | \$0 |
| Soaring Hawk | \$3,123,358 | \$3,123,358 | Local District Bond | \$0 |
| Total | \$10,004,312 | \$5,022,363 | | \$4,981,949 |

In addition to the eligible existing subdivision infrastructure, Shoreline Drive has become a designated collector that is not yet complete. There are approximately 9,900 linear feet of 40' wide road left to complete at an estimated unit cost of \$178 (road and drainage) per linear foot or approximately \$1,762,200 total.

Therefore, total impact fee eligible road improvements are:

$$\$4,981,949 + \$1,762,200 = \underline{\underline{\$6,744,149 \text{ (Construction year dollars)}}}$$

Storm Drain

Storm Drain System Improvements are broken into three service areas: Storm Drain Service Area 1, 2 and 3. See Figure 7-3.

Storm Drain Service Area 1 (SDSA1) includes trunklines and concrete structures currently serving the Rustler, Forevermore and Glistening Ridge areas.

Storm Drain Service Area 2 (SDSA2) includes trunklines and concrete structures serving the Overlook Village, Reflection Ridge and Silver Sky areas. In the future, Venturi, Plumb will likely utilized these facilities as well.

Storm Drain Service Area 3 (SDSA3) includes trunklines and concrete structures serving Soaring Hawk area. Graphical representation for this infrastructure has not

been provided for this study. The cost of that infrastructure is not eligible for impact fee reimbursement since it was financed by the Local District bond that is being repaid by Soaring Hawk residents through a special assessment.

Based on the topography we anticipate that future developments will need to construct their own storm drain facilities. As a result, KLAIM, Deer Water, Van Den Akker, Sunrise, ADA, Salzman, Woolf and Ross Creek Entrance are not included in service areas 1-3. Deer Mountain has its own drainage facilities and is not included in service areas 1-3 either. The following table, Table 7-4 illustrates the difference between the total existing storm drain costs and system improvements eligible for impact fee reimbursement.

Table 7-4: Impact Fee Eligible Existing Storm Drain System Improvements
(Construction year dollars)

| Subdivision | Existing Improvements | Ineligible Improvements | Reason for Exclusion | Total Eligible Improvements |
|-----------------------|-----------------------|-------------------------|----------------------|-----------------------------|
| SDSA1 | | | | |
| Glistening Ridge | \$624,381 | \$0 | | \$624,381 |
| Forevermore | \$0 | \$0 | | \$0 |
| Rustler | \$77,609 | \$77,609 | Cul De Sac | \$0 |
| SDSA1 Subtotal | | | | \$624,381 |
| SDSA2 | | | | |
| Overlook Village | \$423,782 | \$37,324 | Cul de sac | \$386,458 |
| Reflection Ridge | \$86,106 | \$0 | | \$86,106 |
| Silver Sky | \$113,856 | \$95,988 | Cul De Sac | \$17,868 |
| SDSA2 Subtotal | | | | \$490,432 |
| SDSA3 | | | | |
| Soaring Hawk | \$196,664 | \$196,664 | Local District Bond | \$0 |
| SDSA3 Subtotal | | | | \$0 |
| Total | \$1,522,398 | \$407,585 | | \$1,114,813 |

Sewer

Sewer system Improvements are separated into two service areas representing the two major trunklines.

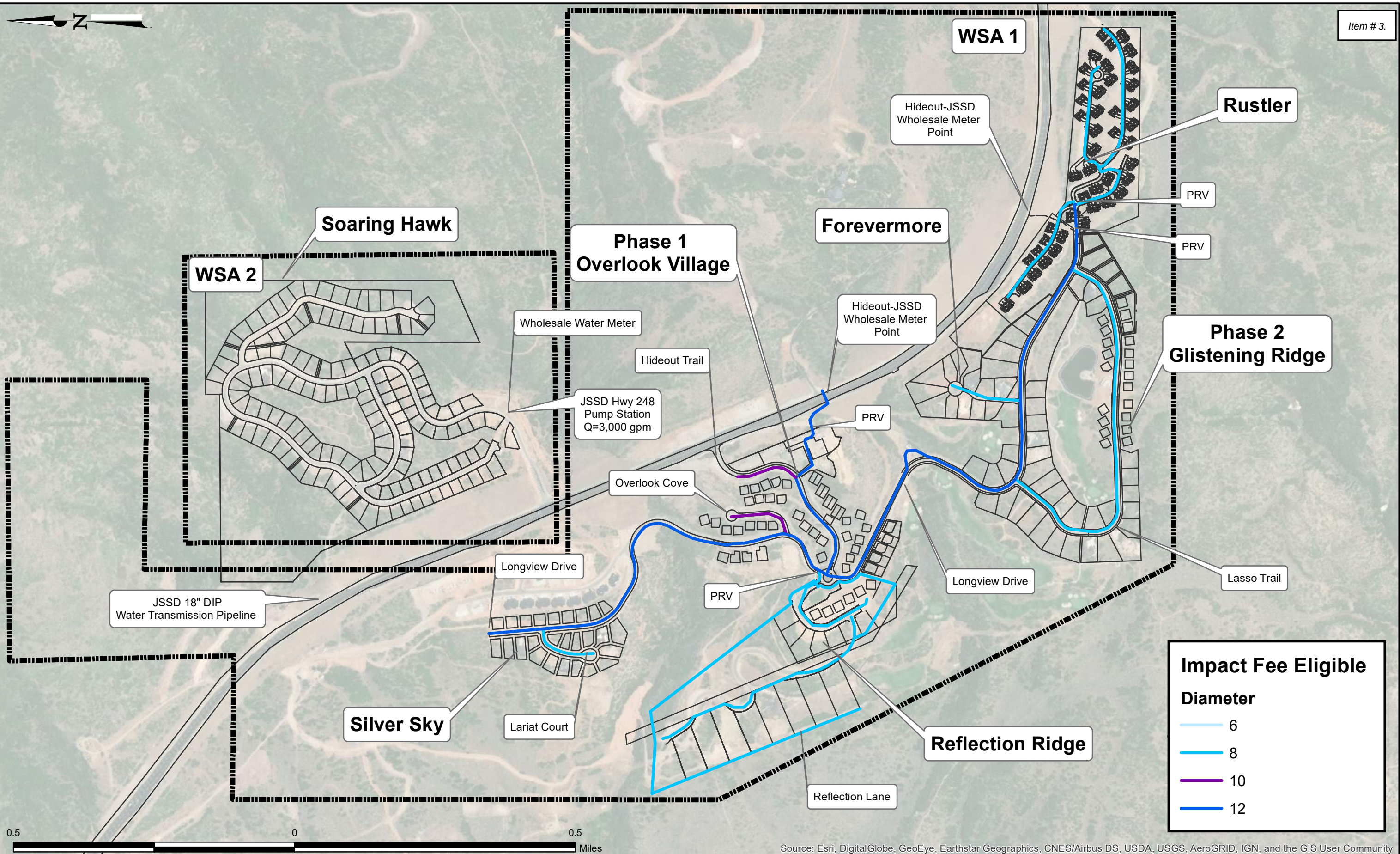
Sewer Service Area 1 (SSA1) includes both Soaring Hawk and Silver Sky, although the cost of infrastructure in Soaring Hawk is not eligible for impact fee reimbursement because that cost was financed by the Local District. Because Soaring Hawk residents tie into the sewer system, they are included in the sewer system allocation.

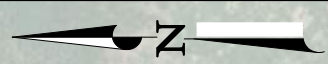
Sewer Service Area 2 (SSA2) includes Overlook Village, Reflection Ridge, Forevermore, Glistening Ridge, Rustler and all future developments excluding KLAIM, Deer Water, Deer Springs and Van Den Akker. The following table, Table 7-5 illustrates the difference between the total existing sewer costs and system improvements eligible for impact fee reimbursement.

Table 7-5: Impact Fee Eligible Sewer System Improvements (Construction year dollars)

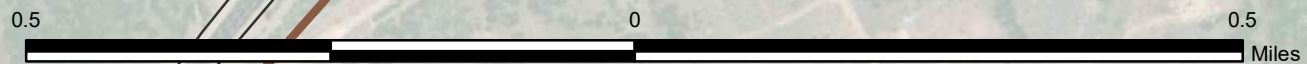
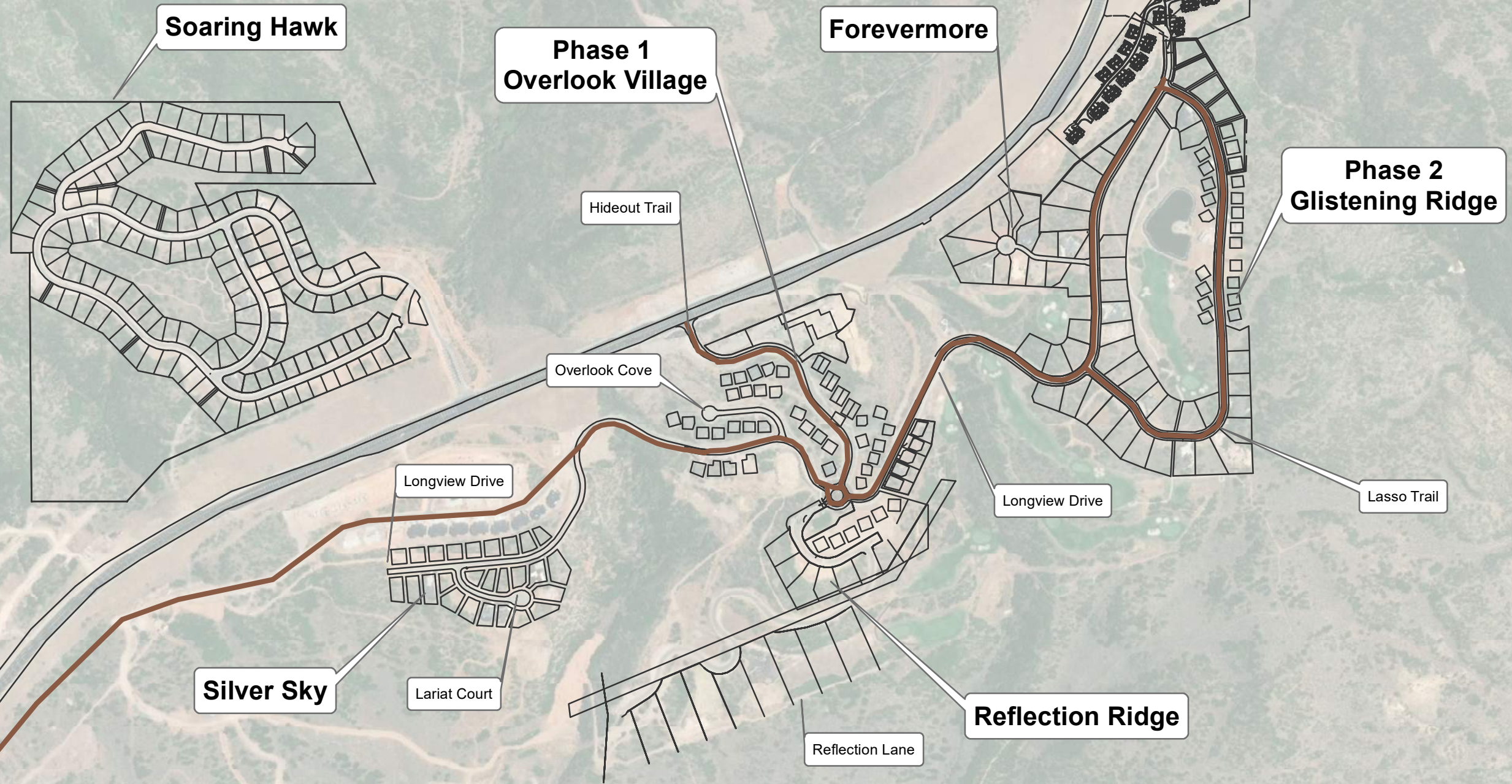
| Subdivision | Existing Improvements | Ineligible Improvements | Reason for Exclusion | Total Eligible Improvements |
|-----------------------|-----------------------|-------------------------|----------------------|-----------------------------|
| SSA1 | | | | |
| Soaring Hawk | \$535,285 | \$535,285 | Local District Bond | \$0 |
| Silver Sky | \$138,551 | \$0 | | \$138,551 |
| SSA 1 Subtotal | | | | \$138,551 |
| SSA2 | | | | |
| Overlook Village | \$258,567 | \$0 | | \$258,567 |
| Glistening Ridge | \$455,450 | \$0 | | \$455,450 |
| Reflection Ridge | \$341,482 | \$0 | | \$341,482 |
| Forevermore | \$33,056 | \$0 | | \$33,056 |
| Rustler | \$192,123 | \$0 | | \$192,123 |
| SSA2 Subtotal | | | | \$1,280,678 |
| Total | \$1,954,514 | \$535,285 | | \$1,419,229 |

As currently anticipated, all known future subdivisions could utilize infrastructure in these two service areas and have been included in the impact fee calculations. However, an impact fee analysis update would need to be performed in the future to ensure that future subdivisions are appropriately assigned to a service area.



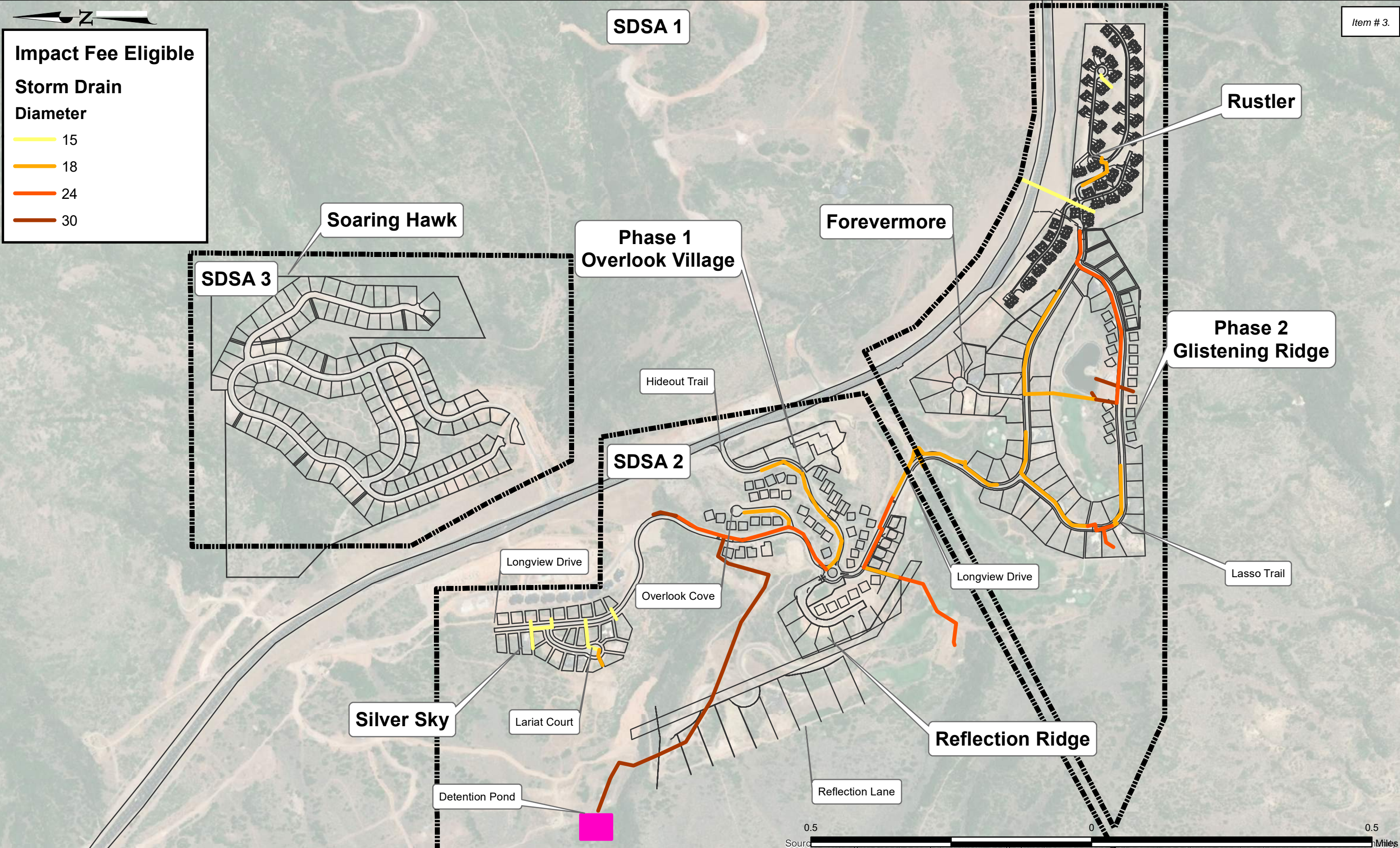


Impact Fee Eligible Roads

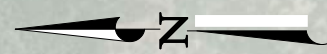


Source: Esri, Digi

Note: The most typical road section is 26' of asphalt with a side treatment of 2.5' of curb and gutter, 5.5' of parkstrip and 4' of sidewalk



Item # 3.



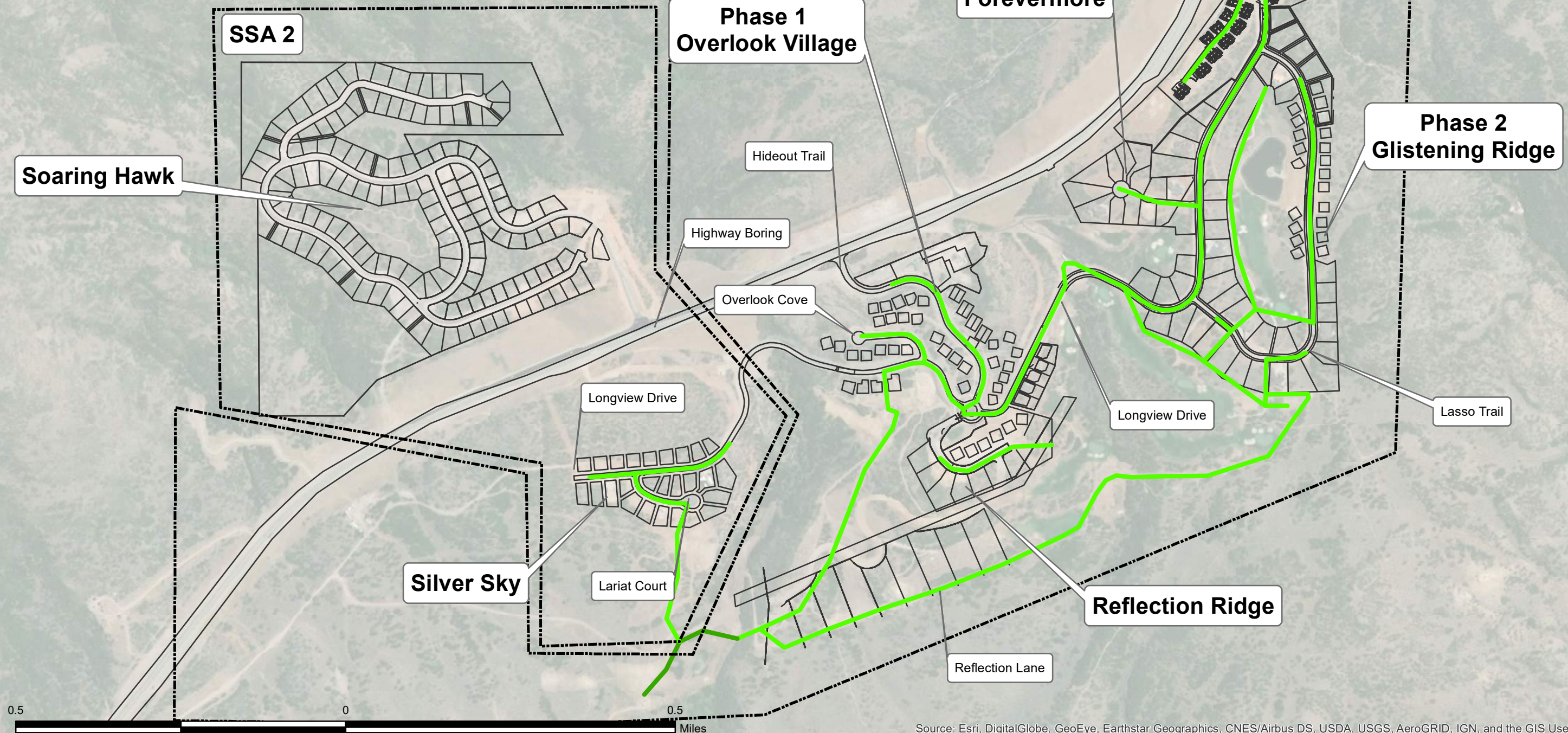
Item # 3.

Impact Fee Eligible

Diameter

8

10



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

The Town of Hideout was incorporated in 2008. After incorporation, the primary developer within the Town, Mustang Development, LLC (herein after referred to as the "Master Developer") built the improvements shown in Figures 3-1, 4-1, 5-1 and 6-1. Chapter 7 illustrates the cost of these improvements and which facilities are impact fee eligible according to Utah Title 11-36a. No other method of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants has been used by the Town to provide these existing public system improvements in the Town unless otherwise noted in Chapter 7.

The Town intends to use impact fees from new development that benefits directly from the system improvements the Master Developer has constructed to reimburse, in part, the expense incurred by the Master Developer in connection with construction of such improvements. These fees will be collected at the time of building permit in the amount approved by the Town, but no greater than the amount recommended in this impact fee analysis.

This study considers the cost of system improvements that were recently constructed to support growth into the foreseeable future. It does not contemplate, and removes from calculations, the portion of the improvements that are project costs specific to a subdivision and do not serve the Town as a whole.

It also defines a proportionate share of the impact fee eligible costs to all potential future lots that will use them and recommends impact fees for each element analyzed in this study. These fees will be needed to finance the existing level of service that has been created throughout the Town. It does not include any existing deficiencies.

Calculations for the impact fees are included in this chapter for each element. The calculations are estimates based on the best data available to us. For purposes of calculating the actual impact fee, we have rounded the estimated cost to the next greatest five-dollar (\$5) increment.

8.1 Financing Charges

Under Utah Code 11-36a-305, a municipality is entitled to include reasonable debt service charges in the calculation of an impact fee. Based on available data, we have determined that reasonable finance charges applicable to the cost of the eligible system improvement is seven and a half percent (7.5%) over twenty (20) years making uniform annual payments. Therefore, we will calculate the total financed estimate for each element using the following formula for simple interest:

$$\text{Total Cost} = \text{Principal} + (\text{Principal} / 2) \times (\text{rate} \times \text{years})$$

Over the life of a twenty-year repayment period the average principal balance will be half of the total principal amount. As such, interest calculations will show half of the infrastructure cost as the principal in the formula. The applicable financing charge for eligible system improvements is calculated separately for each element in the following sections.

8.2 Water Impact Fees

The impact fee eligible water system costs have been calculated for the separate service areas of WSA1 and WSA 2 at \$1,385,937 and \$0 respectively. These improvements are illustrated in Chapter 7.

WSA1

WSA1 will serve the entire Town excluding Soaring Hawk, Deer Mountain, Reflection Ridge, the future Golden Eagle, Ross Creek and Woolf. Golden Eagle will be responsible for constructing its own water system. As such, WSA1 will serve 1,682 units (2,264 – (148 + 71 + 15 + 9 + 316 + 18 + 5)).

WSA1 Impact Fee Calculation

The cost for the WSA1 system improvements is \$1,385,937. These projects will serve 1,682 ERC's. Considering twenty years of financing at 7.5%, the total WSA1 water impact fee will be:

$$\$1,385,937 + ((\$1,385,937 / 2) \times (0.075 \times 20)) = \$2,425,389.75$$

$$\$2,425,389.75 / 1,682 = \underline{\$1,441.97 \text{ per ERC (use \$1,445)}}$$

WSA2

WSA2 serves only Soaring Hawk. It will serve the 148 units located there. However, residents of Soaring Hawk pay a special assessment toward the repayment of the Local District bond which financed the water infrastructure in Soaring Hawk. As a result, the Soaring Hawk water infrastructure is not impact fee eligible. Therefore, the water impact fee for residents of WSA2 is \$0.

8.3 Transportation Impact Fees

The impact fee eligible transportation system costs have been calculated at \$6,744,149. These improvements are illustrated in Chapter 7 and their costs are calculated in the Appendix. They will serve the entire Town, although not all costs are included in the impact fee calculation. As a result, they will serve approximately 2,264 units. Therefore, the impact fee can be calculated as follows.

Impact Fee Calculation

The cost for the transportation system improvements is \$6,744,149. These projects will serve 2,264 ERC's. Considering twenty years of financing at 7.5%, the total transportation impact fee will be:

$$\$6,744,149 + ((\$6,744,149 / 2) \times (0.075 \times 20)) = \$11,802,260.80$$

$$\$11,802,260.80 / 2,264 = \underline{\$5,213.01 \text{ per ERC (use \$5,215)}}$$

8.4 Storm Drain Impact Fees

The impact fee eligible storm drain system costs have been calculated for the separate service areas of SDSA1, SDSA2 and SDSA3 at \$624,381, \$490,432 and \$0 respectively. These improvements are illustrated in Chapter 7.

SDSA1

SDSA1 will serve the Glistening Ridge (63 units), Rustler (88 units) and Forevermore (13 units) areas

SDSA1 Impact Fee Calculation

The cost for the SDSA1 system improvements is \$624,381. These projects will serve 164 ERC's. Considering twenty years of financing at 7.5%, the total SDSA1 storm drain impact fee will be:

$$\$624,381 + ((\$624,381 / 2) \times (0.075 \times 20)) = \$1,092,666.75$$

$$\$1,092,666.75 / 164 = \underline{\$6,662.60 \text{ per ERC (use \$6,665)}}$$

SDSA2

SDSA2 will serve the Overlook Village (47 units), Perch (92 units), Town Center (4 units), Silver Sky (26 units), Reflection Ridge (15 units), Reflection Lane (9 units), Venturi (2 units) and Plumb (4 units) areas

SDSA2 Impact Fee Calculation

The cost for the SDSA2 system improvements is \$490,432. These projects will serve 199 ERC's. Considering twenty years of financing at 7.5%, the total SDSA2 storm drain impact fee will be:

$$\$490,432 + ((\$490,432 / 2) \times (0.075 \times 20)) = \$858,256.00$$

$$\$858,256.00 / 199 = \underline{\$4,312.84 \text{ per ERC (use \$4,315)}}$$

SDSA3

SDSA3 will serve the Soaring Hawk (148 units) area. However, residents of Soaring Hawk pay a special assessment toward the repayment of the Local District bond which financed the storm drain infrastructure in Soaring Hawk. As a result, the Soaring Hawk storm drain infrastructure is not impact fee eligible. Therefore, the storm drain impact fee for residents of SDSA3 is \$0.

Golden Eagle, Deer Springs, future Shoreline phases, KLAIM, ADA, Salzman, Sunrise, Ross Creek Entrance and Woolf will be responsible for their own storm drain infrastructure. The Deer Mountain, Deer Waters and Van Dan Aker areas have their own storm drain systems and are not included in the storm drain allocation.

8.5 Sewer Impact Fees

The impact fee eligible sewer system costs have been calculated for two separate service areas SSA1 and 2 at \$138,551 and \$1,280,678, respectively. These

improvements are illustrated in Chapter 7 and their costs are calculated in the Appendix.

SSA1

SSA1 serves both Soaring Hawk (148 units), Silver Sky (26 units) and the future Woolf development (5 units). However, the cost of infrastructure in Soaring Hawk is being reimbursed by a special assessment charged by the Local District to Soaring Hawk residents, so only infrastructure in Silver Sky is eligible for impact fees.

Impact Fee Calculation

The cost for the impact eligible sewer system improvements is \$138,551. These projects will serve 179 ERC's. Considering twenty years of financing at 7.5%, the total SSA1 sewer impact fee will be:

$$\$138,551 + ((\$138,551 / 2) \times (0.075 \times 20)) = \$242,464.25$$

$$\$242,464.25 / 179 = \underline{\$1,354.55 \text{ per ERC (use \$1,355)}}$$

SSA2

SSA2 serves the remaining 1,685 units in Hideout except the future Ross Creek Entrance, KLAIM, Van Den Akker, Deer Springs and Deer Waters (2,264 units – 179 units – 18 units – 88 units – 35 units – 248 units – 11 units).

Impact Fee Calculation

The cost for the impact eligible sewer system improvements is \$1,280,678. These projects will serve 1,685 ERC's. Considering twenty years of financing at 7.5%, the total SSA2 sewer impact fee will be:

$$\$1,280,678 + ((\$1,280,678 / 2) \times (0.075 \times 20)) = \$2,241,186.50$$

$$\$2,241,186.50 / 1,685 = \underline{\$1,330.08 \text{ per ERC (use \$1,330)}}$$

8.6 Impact Fee Summary

The recommended impact fees can be summarized as illustrated below.

| Element | Fee |
|-----------------------|---------|
| Water | |
| WSA1 | \$1,445 |
| WSA2 | \$0 |
| Transportation | \$5,215 |
| Storm Drain | |
| SDSA1 | \$6,665 |
| SDSA2 | \$4,315 |
| SDSA3 | \$0 |
| Sewer | |
| SSA1 | \$1,355 |
| SSA2 | \$1,330 |

Appendix “A”

Data

Overlook Village
Cost Estimate (2006 dollars)

Figure A.1

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|--|---|-----------------|---------|---------------|-----------------------|
| Culinary Water Improvements | | | | | |
| | 12 - inch Ductile Iron Water Line Pipe | 5,254 | LF | \$31.00 | \$162,874.00 |
| | 12 - inch PRV Station | 2 | Each | \$70,000.00 | \$140,000.00 |
| | Meter Stations | 1 | Each | \$20,000.00 | \$20,000.00 |
| | 10 - inch Ductile Water Line | 1,218 | LF | \$22.00 | \$26,796.00 |
| | Subtotal | | | | \$349,670.00 |
| | Mobilization 6% | | | | \$20,980.20 |
| | Design Engineering 9% | | | | \$31,470.30 |
| | Construction Engineering 9% | | | | \$31,470.30 |
| | Water Total | | | | \$433,590.80 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE (SDR 35) Sewer Pipe | 6,489 | LF | \$27.00 | \$175,203.00 |
| | 4 ft. Diameter Sewer Manhole | 13 | Each | \$2,600.00 | \$33,319.00 |
| | Subtotal | | | | \$208,522.00 |
| | Mobilization 6% | | | | \$12,511.32 |
| | Design Engineering 9% | | | | \$18,766.98 |
| | Construction Engineering 9% | | | | \$18,766.98 |
| | Sewer Total | | | | \$258,567.28 |
| Storm Drain Improvements | | | | | |
| | 18 inch ADS | 1,976 | LF | \$27.00 | \$53,352.00 |
| | 24 inch ADS | 1,681 | LF | \$32.00 | \$53,792.00 |
| | 30 inch ADS | 3,869 | LF | \$38.00 | \$147,022.00 |
| | 4 ft. Diameter Storm Drain Manholes | 8 | Each | \$2,300.00 | \$18,618.50 |
| | 5 ft. Diameter Storm Drain Manholes | 8 | Each | \$3,000.00 | \$25,345.00 |
| | Catch Basin | 29 | Each | \$1,500.00 | \$43,630.00 |
| | Subtotal | | | | \$341,759.50 |
| | Mobilization 6% | | | | \$20,505.57 |
| | Design Engineering 9% | | | | \$30,758.36 |
| | Construction Engineering 9% | | | | \$30,758.36 |
| | Storm Drain Total | | | | \$423,781.78 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 12,538 | LF | \$11.50 | \$144,187.00 |
| | Road Base installed | 250,760 | Sq. Ft. | \$0.70 | \$175,532.00 |
| | 3 - inch Asphalt Bituminous Mix | 162,994 | Sq. Ft. | \$0.90 | \$146,694.60 |
| | Roadside Drainage Channels (Ditches) | 2,000 | LF | \$7.50 | \$15,000.00 |
| | 4 foot Sidewalk | 11,438 | LF | \$12.50 | \$142,975.00 |
| | 6 foot Sidewalk | 1,100 | LF | \$19.00 | \$20,900.00 |
| | Landscaping | 1 | LS | \$81,000.00 | \$81,000.00 |
| | Guardrail | 1,500 | LF | \$26.00 | \$39,000.00 |
| | Retaining Wall | 51,500 | SF | \$12.00 | \$618,000.00 |
| | Erosion Control | 6 | Acre | \$3,500.00 | \$20,148.30 |
| | Clearing and Grubbing | 6 | Acre | \$3,000.00 | \$17,269.97 |
| | Street Lights (at hydrants & intersections) | 32 | Each | \$3,600.00 | \$115,200.00 |
| | Irrigation | 1 | LS | \$51,000.00 | \$51,000.00 |
| | UDOT Entrance | 1 | LS | \$531,000.00 | \$531,000.00 |
| | Roadway Excavation | 37,150 | CY | \$8.00 | \$297,197.04 |
| | Subtotal | | | | \$2,415,103.91 |
| | Mobilization 6% | | | | \$144,906.23 |
| | Design Engineering 9% | | | | \$217,359.35 |
| | Construction Engineering 9% | | | | \$217,359.35 |
| | Roadway Total | | | | \$2,994,728.85 |
| | Construction Subtotal | | | | \$4,110,668.71 |
| Overlook Village - Roadway Project Improvements (Overlook Cove) | | | | | |
| | Curb and Gutter | 1,102 | LF | \$11.50 | \$12,673.00 |
| | Road Base installed | 22,040 | Sq. Ft. | \$0.70 | \$15,428.00 |
| | 3 - inch Asphalt Bituminous Mix | 14,326 | Sq. Ft. | \$0.90 | \$12,893.40 |

| | | | | | |
|---|-------|------|--|-------------|---------------------|
| Roadside Drainage Channels (Ditches) | 0 | LF | | \$7.50 | \$0.00 |
| 4 foot Sidewalk | 1,102 | LF | | \$12.50 | \$13,775.00 |
| 6 foot Sidewalk | 0 | LF | | \$19.00 | \$0.00 |
| Landscaping | 0 | LS | | \$81,000.00 | \$0.00 |
| Guardrail | 0 | LF | | \$26.00 | \$0.00 |
| Retaining Wall | 1,500 | SF | | \$12.00 | \$18,000.00 |
| Erosion Control | 1 | Acre | | \$3,500.00 | \$1,770.89 |
| Clearing and Grubbing | 1 | Acre | | \$3,000.00 | \$1,517.91 |
| Street Lights (at hydrants & intersections) | 1 | Each | | \$3,000.00 | \$3,000.00 |
| Irrigation | 0 | LS | | \$51,000.00 | \$0.00 |
| Roadway Excavation | 3,265 | CY | | \$8.00 | \$26,121.48 |
| Subtotal | | | | | \$105,179.68 |
| Mobilization 6% | | | | | \$6,310.78 |
| Design Engineering 9% | | | | | \$9,466.17 |
| Construction Engineering 9% | | | | | \$9,466.17 |
| Roadway Project Total | | | | | \$130,422.80 |

| | | | | | |
|--|-----|----|--|------------|--------------------|
| Overlook Village - Storm Drain Project Improvements (Overlook Cove) | | | | | |
| 18 Inch ADS | 500 | LS | | \$27.00 | \$13,500.00 |
| SD Catch Basin | 8 | LS | | \$1,500.00 | \$12,000.00 |
| 4 ft. Diameter Storm Drain Manhole | 2 | LS | | \$2,300.00 | \$4,600.00 |
| Subtotal | | | | | \$30,100.00 |
| Mobilization 6% | | | | | \$1,806.00 |
| Design Engineering 9% | | | | | \$2,709.00 |
| Construction Engineering 9% | | | | | \$2,709.00 |
| Storm Drain Project Total | | | | | \$37,324.00 |

Glistening Ridge
Cost Estimate (2009 dollars)

Figure A.2

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|------------------------------------|--|-----------------|---------|---------------|---------------------|
| Culinary Water Improvements | | | | | |
| | 8 - inch Ductile Iron Water Line Pipe | 2,863 | LF | \$30.00 | \$85,890.00 |
| | 12 - inch Ductile Iron Water Line Pipe | 3,197 | LF | \$39.00 | \$124,683.00 |
| | 12 inch PRV Station | 1 | Each | \$55,000.00 | \$55,000.00 |
| | 12 inch Butterfly Valve | 8 | Each | \$1,600.00 | \$12,800.00 |
| | 8 inch Butterfly Valve | 8 | Each | \$1,000.00 | \$8,000.00 |
| | Fire Hydrant Assembly | 16 | Each | \$3,100.00 | \$49,600.00 |
| | 2 inch Washout with Drainline | 2 | Each | \$900.00 | \$1,800.00 |
| | 2 inch Air-Vac Valve | 2 | Each | \$2,500.00 | \$5,000.00 |
| | Subtotal | | | | \$342,773.00 |
| | Mobilization 6% | | | | \$20,566.38 |
| | Design Engineering 9% | | | | \$30,849.57 |
| | Construction Engineering 9% | | | | \$30,849.57 |
| | Water Total | | | | \$425,038.52 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE Sewer Pipe | 10,574 | LF | \$27.00 | \$285,498.00 |
| | 4 ft. Diameter Sewer Manhole | 28 | Each | \$2,600.00 | \$72,800.00 |
| | 5 ft. Diameter Sewer Manhole | 3 | Each | \$3,000.00 | \$9,000.00 |
| | Subtotal | | | | \$367,298.00 |
| | Mobilization 6% | | | | \$22,037.88 |
| | Design Engineering 9% | | | | \$33,056.82 |
| | Construction Engineering 9% | | | | \$33,056.82 |
| | Sewer Total | | | | \$455,449.52 |
| Storm Drain Improvements | | | | | |
| | 18 - inch ADS Pipe | 5,506 | LF | \$27.00 | \$148,662.00 |
| | 24 - inch ADS Pipe | 4,026 | LF | \$32.00 | \$128,832.00 |
| | 30 - inch ADS Pipe | 640 | LF | \$35.00 | \$22,400.00 |
| | 4 ft. Diameter Manholes | 18 | Each | \$2,300.00 | \$41,139.33 |
| | Detention Pond | 1 | Each | \$95,000.00 | \$95,000.00 |
| | Catch Basin | 45 | Each | \$1,500.00 | \$67,500.00 |
| | Subtotal | | | | \$503,533.33 |
| | Mobilization 6% | | | | \$30,212.00 |
| | Design Engineering 9% | | | | \$45,318.00 |
| | Construction Engineering 9% | | | | \$45,318.00 |
| | Storm Drain Total | | | | \$624,381.33 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 13,586 | LF | \$12.00 | \$163,032.00 |
| | Excavation for C&G | 13,586 | LF | \$6.50 | \$88,309.00 |
| | Road Base installed | 271,720 | Sq. Ft. | \$0.70 | \$190,204.00 |
| | 3 - inch Asphalt Bituminous Mix | 176,618 | Sq. Ft. | \$0.90 | \$158,956.20 |
| | Roadside Drainage Channels | 700 | LF | \$7.50 | \$5,250.00 |
| | 4-foot Sidewalk | 11,516 | LF | \$12.50 | \$143,950.00 |
| | 10-foot Sidewalk | 2,070 | LF | \$27.50 | \$56,925.00 |
| | Golf Cart Tunnel | 1 | Each | \$75,000.00 | \$75,000.00 |
| | Street Lights | 19 | Each | \$3,800.00 | \$72,200.00 |
| | Landscape | 1 | LS | \$41,000.00 | \$41,000.00 |
| | Cut Slope | 16,500 | Sq. Ft. | \$20.00 | \$330,000.00 |

| | | | | | |
|--|-------------------------|---------|---------|-----------------------------|-----------------------|
| | Clear and Grub | 7 | Acres | \$2,500.00 | \$16,250.00 |
| | Erosion Control | 7 | Acres | \$1,800.00 | \$11,700.00 |
| | Erosion Control Matting | 101,840 | Sq. Ft. | \$0.20 | \$20,368.00 |
| | Reseeding | 101,840 | Sq. Ft. | \$0.04 | \$4,073.60 |
| | Road Cuts and Fills | 40,000 | CY | \$3.75 | \$150,000.00 |
| | Guardrail | 940 | LF | \$25.50 | \$23,970.00 |
| | | | | Subtotal | \$1,551,187.80 |
| | | | | Mobilization 6% | \$93,071.27 |
| | | | | Design Engineering 9% | \$139,606.90 |
| | | | | Construction Engineering 9% | \$139,606.90 |
| | | | | Roadway Total | \$1,923,472.87 |
| | | | | Construction Total | \$3,428,342.25 |

Glistening Ridge - Roadway Project Improvements (Lasso Trail)

| | | | | | |
|--|---------------------------------|---------|---------|------------------------------|-----------------------|
| | Curb and Gutter | 13,586 | LF | \$12.00 | \$163,032.00 |
| | Excavation for C&G | 13,586 | LF | \$6.50 | \$88,309.00 |
| | Road Base installed | 271,720 | Sq. Ft. | \$0.70 | \$190,204.00 |
| | 3 - inch Asphalt Bituminous Mix | 176,618 | Sq. Ft. | \$0.90 | \$158,956.20 |
| | Roadside Drainage Channels | 0 | LF | \$7.50 | \$0.00 |
| | 4-foot Sidewalk | 0 | LF | \$12.50 | \$0.00 |
| | 10-foot Sidewalk | 0 | LF | \$27.50 | \$0.00 |
| | Golf Cart Tunnel | 1 | Each | \$75,000.00 | \$75,000.00 |
| | Street Lights | 0 | Each | \$3,800.00 | \$0.00 |
| | Landscape | 1 | LS | \$41,000.00 | \$41,000.00 |
| | Cut Slope | 16,500 | Sq. Ft. | \$20.00 | \$330,000.00 |
| | Clear and Grub | 7 | Acres | \$2,500.00 | \$16,250.00 |
| | Erosion Control | 7 | Acres | \$1,800.00 | \$11,700.00 |
| | Erosion Control Matting | 101,840 | Sq. Ft. | \$0.20 | \$20,368.00 |
| | Reseeding | 101,840 | Sq. Ft. | \$0.04 | \$4,073.60 |
| | Road Cuts and Fills | 40,000 | CY | \$3.75 | \$150,000.00 |
| | Guardrail | 0 | LF | \$25.50 | \$0.00 |
| | | | | Subtotal | \$1,248,892.80 |
| | | | | Mobilization 6% | \$74,933.57 |
| | | | | Design Engineering 9% | \$112,400.35 |
| | | | | Construction Engineering 9% | \$112,400.35 |
| | | | | Roadway Project Total | \$1,548,627.07 |

Glistening Ridge - Storm Drain Project Improvements (Lasso Trail)

| | | | | | |
|--|------------------------------------|-----|----|----------------------------------|--------------------|
| | 24 Inch ADS | 500 | LF | \$32.00 | \$16,000.00 |
| | SD Catch Basin | 24 | LF | \$1,500.00 | \$36,000.00 |
| | 4 ft. Diameter Storm Drain Manhole | 3 | LF | \$2,300.00 | \$6,900.00 |
| | | | | Subtotal | \$58,900.00 |
| | | | | Mobilization 6% | \$3,534.00 |
| | | | | Design Engineering 9% | \$5,301.00 |
| | | | | Construction Engineering 9% | \$5,301.00 |
| | | | | Storm Drain Project Total | \$73,036.00 |

Reflection Ridge
Cost Estimate (2014 dollars)

Figure A.3

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|------------------------------------|---------------------------------------|-----------------|---------|---------------|-----------------------|
| Culinary Water Improvements | | | | | |
| | 8 - inch Ductile Iron Water Line Pipe | 10,012 | LF | \$35.00 | \$350,420.00 |
| | 8 inch Gate Valve | 2 | Each | \$1,800.00 | \$3,600.00 |
| | Fire Hydrant Assembly | 3 | Each | \$4,500.00 | \$13,500.00 |
| | 2 inch Air-Vac Valve | 1 | Each | \$3,500.00 | \$3,500.00 |
| | Subtotal | | | | \$371,020.00 |
| | Mobilization 6% | | | | \$22,261.20 |
| | Design Engineering 9% | | | | \$33,391.80 |
| | Construction Engineering 9% | | | | \$33,391.80 |
| | Water Total | | | | \$460,064.80 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE Sewer Pipe | 7,841 | LF | \$29.00 | \$227,389.00 |
| | 10 inch HDPE Sewer Pipe | 1,000 | LF | \$33.00 | \$33,000.00 |
| | 4 ft. Diameter Sewer Manhole | 5 | Each | \$3,000.00 | \$15,000.00 |
| | Subtotal | | | | \$275,389.00 |
| | Mobilization 6% | | | | \$16,523.34 |
| | Design Engineering 9% | | | | \$24,785.01 |
| | Construction Engineering 9% | | | | \$24,785.01 |
| | Sewer Total | | | | \$341,482.36 |
| Storm Drain Improvements | | | | | |
| | 18 - inch ADS Pipe | 984 | LF | \$35.00 | \$34,440.00 |
| | 24 - inch ADS Pipe | | LF | \$38.00 | \$0.00 |
| | 30 - inch ADS Pipe | | LF | \$42.00 | \$0.00 |
| | 4 ft. Diameter Manholes | 4 | Each | \$2,500.00 | \$10,000.00 |
| | Detention Pond | | Each | \$100,000.00 | \$0.00 |
| | Catch Basin | 10 | Each | \$2,500.00 | \$25,000.00 |
| | Subtotal | | | | \$69,440.00 |
| | Mobilization 6% | | | | \$4,166.40 |
| | Design Engineering 9% | | | | \$6,249.60 |
| | Construction Engineering 9% | | | | \$6,249.60 |
| | Storm Drain Total | | | | \$86,105.60 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 8,608 | LF | \$11.00 | \$94,688.00 |
| | Excavation for C&G | 8,608 | LF | \$1.00 | \$8,608.00 |
| | Road Base installed | 172,160 | Sq. Ft. | \$1.00 | \$172,160.00 |
| | 3 - inch Asphalt Bituminous Mix | 111,904 | Sq. Ft. | \$1.20 | \$134,284.80 |
| | Clear and Grub | 4 | Acres | \$2,500.00 | \$9,880.62 |
| | Erosion Control | 4 | Acres | \$1,800.00 | \$7,114.05 |
| | Roadway Excavation | 6,376 | CY | \$8.00 | \$51,010.37 |
| | Subtotal | | | | \$477,745.84 |
| | Mobilization 6% | | | | \$28,664.75 |
| | Design Engineering 9% | | | | \$42,997.13 |
| | Construction Engineering 9% | | | | \$42,997.13 |
| | Roadway Total | | | | \$592,404.85 |
| | Construction Total | | | | \$1,480,057.61 |

Forevermore
Cost Estimate (2013 dollars)

Figure A.4

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|------------------------------------|---------------------------------------|-----------------|---------|---------------|---------------------|
| Culinary Water Improvements | | | | | |
| | 8 - inch Ductile Iron Water Line Pipe | 664 | LF | \$32.00 | \$21,248.00 |
| | 8 inch Gate Valve | 1 | Each | \$1,500.00 | \$1,500.00 |
| | Fire Hydrant Assembly | 1 | Each | \$3,500.00 | \$3,500.00 |
| | 2 inch Air-Vac Valve | 1 | Each | \$3,500.00 | \$3,500.00 |
| | Subtotal | | | | \$29,748.00 |
| | Mobilization 6% | | | | \$1,784.88 |
| | Design Engineering 9% | | | | \$2,677.32 |
| | Construction Engineering 9% | | | | \$2,677.32 |
| | Water Total | | | | \$36,887.52 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE Sewer Pipe | 654 | LF | \$27.00 | \$17,658.00 |
| | 4 ft. Diameter Sewer Manhole | 3 | Each | \$3,000.00 | \$9,000.00 |
| | Subtotal | | | | \$26,658.00 |
| | Mobilization 6% | | | | \$1,599.48 |
| | Design Engineering 9% | | | | \$2,399.22 |
| | Construction Engineering 9% | | | | \$2,399.22 |
| | Sewer Total | | | | \$33,055.92 |
| Storm Drain Improvements | | | | | |
| | 18 - inch ADS Pipe | | LF | \$33.00 | \$0.00 |
| | 24 - inch ADS Pipe | | LF | \$35.00 | \$0.00 |
| | 30 - inch ADS Pipe | | LF | \$40.00 | \$0.00 |
| | 4 ft. Diameter Manholes | | Each | \$2,500.00 | \$0.00 |
| | Detention Pond | | Each | \$95,000.00 | \$0.00 |
| | Catch Basin | | Each | \$2,500.00 | \$0.00 |
| | Subtotal | | | | \$0.00 |
| | Mobilization 6% | | | | \$0.00 |
| | Design Engineering 9% | | | | \$0.00 |
| | Construction Engineering 9% | | | | \$0.00 |
| | Storm Drain Total | | | | \$0.00 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 1,716 | LF | \$11.00 | \$18,876.00 |
| | Excavation for C&G | 1,716 | LF | \$1.00 | \$1,716.00 |
| | Road Base installed | 34,320 | Sq. Ft. | \$1.00 | \$34,320.00 |
| | 3 - inch Asphalt Bituminous Mix | 22,308 | Sq. Ft. | \$1.20 | \$26,769.60 |
| | Clear and Grub | 1 | Acres | \$2,500.00 | \$1,969.70 |
| | Erosion Control | 1 | Acres | \$1,800.00 | \$1,418.18 |
| | Roadway Excavation | 1,271 | CY | \$8.00 | \$10,168.89 |
| | Subtotal | | | | \$95,238.37 |
| | Mobilization 6% | | | | \$5,714.30 |
| | Design Engineering 9% | | | | \$8,571.45 |
| | Construction Engineering 9% | | | | \$8,571.45 |
| | Roadway Total | | | | \$118,095.58 |
| | Construction Total | | | | \$188,039.02 |

Figure A.5

Silver Sky
Cost Estimate (2014 dollars)

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|------------------------------------|--|-----------------|---------|-----------------------------|---------------------|
| Culinary Water Improvements | | | | | |
| | 12 - inch Ductile Iron Water Line Pipe | 2,484 | LF | \$70.00 | \$173,880.00 |
| | 8 - inch Ductile Iron Water Line Pipe | 600 | LF | \$42.00 | \$25,200.00 |
| | 2" Air-Vac Station | 3 | Each | \$4,300.00 | \$12,900.00 |
| | Fire Hydrant | 4 | Each | \$5,000.00 | \$20,000.00 |
| | | | | | \$231,980.00 |
| | | | | Mobilization 6% | \$13,918.80 |
| | | | | Design Engineering 9% | \$20,878.20 |
| | | | | Construction Engineering 9% | \$20,878.20 |
| | | | | Water Total | \$287,655.20 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE (SDR 35) Sewer Pipe | 2,121 | LF | \$35.00 | \$74,235.00 |
| | 4 ft. Diameter Sewer Manhole | 8 | Each | \$3,300.00 | \$26,400.00 |
| | 5 ft. Diameter Sewer Manhole | 3 | Each | \$3,700.00 | \$11,100.00 |
| | | | | | \$111,735.00 |
| | | | | Mobilization 6% | \$6,704.10 |
| | | | | Design Engineering 9% | \$10,056.15 |
| | | | | Construction Engineering 9% | \$10,056.15 |
| | | | | Sewer Total | \$138,551.40 |
| Storm Drain Improvements | | | | | |
| | 15 inch ADS | 988 | LF | \$27.00 | \$26,676.00 |
| | 18 inch ADS | 158 | LF | \$30.00 | \$4,740.00 |
| | 4 ft. Diameter Drain Manholes | 4 | Each | \$3,300.00 | \$12,903.00 |
| | Catch Basin | 19 | Each | \$2,500.00 | \$47,500.00 |
| | | | | | \$91,819.00 |
| | | | | Mobilization 6% | \$5,509.14 |
| | | | | Design Engineering 9% | \$8,263.71 |
| | | | | Construction Engineering 9% | \$8,263.71 |
| | | | | Storm Drain Total | \$113,855.56 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 4,814 | LF | \$14.00 | \$67,396.00 |
| | Road Base installed | 96,280 | Sq. Ft. | \$1.00 | \$96,280.00 |
| | 3 - inch Asphalt Bituminous Mix | 62,582 | Sq. Ft. | \$1.40 | \$87,614.80 |
| | Guardrail | 550 | LF | \$42.00 | \$23,100.00 |
| | Retaining Wall | 1,500 | SF | \$20.00 | \$30,000.00 |
| | Rock Excavation | 1 | Acre | \$20,000.00 | \$20,000.00 |
| | Clearing and Grubbing | 2 | Acre | \$2,000.00 | \$4,420.57 |
| | Roadway Excavation | 3,566 | CY | \$8.00 | \$28,527.41 |
| | | | | | \$357,338.78 |
| | | | | Mobilization 6% | \$21,440.33 |
| | | | | Design Engineering 9% | \$32,160.49 |
| | | | | Construction Engineering 9% | \$32,160.49 |
| | | | | Roadway Total | \$443,100.08 |
| | | | | Construction Total | \$983,162.24 |

Silver Sky - Roadway Project Improvements (Lariat Court and partial Longview Dr)

| | | | | | |
|--|---------------------------------|--------|---------|---------|-------------|
| | Curb and Gutter | 3,400 | LF | \$14.00 | \$47,600.00 |
| | Road Base installed | 68,000 | Sq. Ft. | \$1.00 | \$68,000.00 |
| | 3 - inch Asphalt Bituminous Mix | 44,200 | Sq. Ft. | \$1.40 | \$61,880.00 |
| | Guardrail | 0 | LF | \$42.00 | \$0.00 |
| | Retaining Wall | 0 | SF | \$20.00 | \$0.00 |

| | | | | | |
|--|-----------------------|-------|------|------------------------------|---------------------|
| | Rock Excavation | 0 | Acre | \$20,000.00 | \$0.00 |
| | Clearing and Grubbing | 2 | Acre | \$2,000.00 | \$3,122.13 |
| | Roadway Excavation | 2,519 | CY | \$8.00 | \$20,148.15 |
| | | | | | \$200,750.28 |
| | | | | Mobilization 6% | \$12,045.02 |
| | | | | Design Engineering 9% | \$18,067.53 |
| | | | | Construction Engineering 9% | \$18,067.53 |
| | | | | Roadway Project Total | \$248,930.35 |

Silver Sky - Storm Drain Project Improvements (Lariat Court and partial Longview Dr)

| | | | | | |
|--|------------------------------------|-----|---------|----------------------------------|--------------------|
| | 15 Inch ADS | 988 | Sq. Ft. | \$43.00 | \$42,484.00 |
| | 18 Inch ADS | 158 | Sq. Ft. | \$47.00 | \$7,426.00 |
| | SD Catch Basin | 11 | Sq. Ft. | \$2,500.00 | \$27,500.00 |
| | 4 ft. Diameter Storm Drain Manhole | 0 | Sq. Ft. | \$3,300.00 | \$0.00 |
| | | | | | \$77,410.00 |
| | | | | Mobilization 6% | \$4,644.60 |
| | | | | Design Engineering 9% | \$6,966.90 |
| | | | | Construction Engineering 9% | \$6,966.90 |
| | | | | Storm Drain Project Total | \$95,988.40 |

Rustler
Cost Estimate (2010 dollars)

Figure A.6

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|------------------------------------|--|-----------------|---------|---------------|-----------------------|
| Culinary Water Improvements | | | | | |
| | 8 - inch Ductile Iron Water Line Pipe | 4,449 | LF | \$31.00 | \$137,919.00 |
| | 12 - inch Ductile Iron Water Line Pipe | 290 | LF | \$40.00 | \$11,600.00 |
| | Fire Hydrant Assembly | 4 | Each | \$3,500.00 | \$14,000.00 |
| | Subtotal | | | | \$163,519.00 |
| | Mobilization 6% | | | | \$9,811.14 |
| | Design Engineering 9% | | | | \$14,716.71 |
| | Construction Engineering 9% | | | | \$14,716.71 |
| | Water Total | | | | \$202,763.56 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE Sewer Pipe | 4,625 | LF | \$29.00 | \$134,125.00 |
| | 4 ft. Diameter Sewer Manhole | 8 | Each | \$2,700.00 | \$20,812.50 |
| | Subtotal | | | | \$154,937.50 |
| | Mobilization 6% | | | | \$9,296.25 |
| | Design Engineering 9% | | | | \$13,944.38 |
| | Construction Engineering 9% | | | | \$13,944.38 |
| | Sewer Total | | | | \$192,122.50 |
| Storm Drain Improvements | | | | | |
| | 15 - inch ADS Pipe | 878 | LF | \$27.00 | \$23,706.00 |
| | 18 - inch ADS Pipe | 441 | LF | \$32.00 | \$14,112.00 |
| | 4 ft. Diameter Manholes | 4 | Each | \$2,500.00 | \$10,495.83 |
| | Catch Basin | 8 | Each | \$1,700.00 | \$14,274.33 |
| | Subtotal | | | | \$62,588.17 |
| | Mobilization 6% | | | | \$3,755.29 |
| | Design Engineering 9% | | | | \$5,632.94 |
| | Construction Engineering 9% | | | | \$5,632.94 |
| | Storm Drain Total | | | | \$77,609.33 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 11,394 | LF | \$13.00 | \$148,122.00 |
| | Excavation for C&G | 11,394 | LF | \$7.00 | \$79,758.00 |
| | Road Base installed | 227,880 | Sq. Ft. | \$0.80 | \$182,304.00 |
| | 3 - inch Asphalt Bituminous Mix | 148,122 | Sq. Ft. | \$1.00 | \$148,122.00 |
| | Clear and Grub | 5 | Acres | \$2,500.00 | \$13,078.51 |
| | Erosion Control | 5 | Acres | \$1,800.00 | \$9,416.53 |
| | Roadway Excavation | 8,440 | CY | \$8.50 | \$71,740.00 |
| | Subtotal | | | | \$652,541.04 |
| | Mobilization 6% | | | | \$39,152.46 |
| | Design Engineering 9% | | | | \$58,728.69 |
| | Construction Engineering 9% | | | | \$58,728.69 |
| | Roadway Total | | | | \$809,150.89 |
| | Construction Total | | | | \$1,281,646.28 |

Soaring Hawk System Improvements
Cost Estimate (2014 dollars)

Figure A.7

| No. | Item Description | Bid Quantity | Units | Unit Price | Total Amount |
|------------------------------------|---------------------------------------|-----------------|---------|-----------------------------|-----------------------|
| Culinary Water Improvements | | | | | |
| | 8 - inch Ductile Iron Water Line Pipe | 7,893 | LF | \$32.00 | \$252,576.00 |
| | 8 inch Gate Valves | 8 | Each | \$1,800.00 | \$14,400.00 |
| | Meter Stations | 1 | Each | \$50,000.00 | \$50,000.00 |
| | | | | | \$316,976.00 |
| | | | | Mobilization 6% | \$19,018.56 |
| | | | | Design Engineering 9% | \$28,527.84 |
| | | | | Construction Engineering 9% | \$28,527.84 |
| | | | | Water Total | \$393,050.24 |
| Sanitary Sewer Improvements | | | | | |
| | 8 inch HDPE (SDR 35) Sewer Pipe | 8,673 | LF | \$34.00 | \$294,882.00 |
| | 4 ft. Diameter Sewer Manhole | 40 | Each | \$2,800.00 | \$112,000.00 |
| | 5 ft. Diameter Sewer Manhole | 8 | Each | \$3,100.00 | \$24,800.00 |
| | | | | | \$431,682.00 |
| | | | | Mobilization 6% | \$25,900.92 |
| | | | | Design Engineering 9% | \$38,851.38 |
| | | | | Construction Engineering 9% | \$38,851.38 |
| | | | | Sewer Total | \$535,285.68 |
| Storm Drain Improvements | | | | | |
| | 15 inch ADS | 1,400 | LF | \$36.00 | \$50,400.00 |
| | 18 inch ADS | | LF | \$41.00 | \$0.00 |
| | 30 inch ADS | 200 | LF | \$64.00 | \$12,800.00 |
| | 36 inch ADS | 300 | LF | \$83.00 | \$24,900.00 |
| | 6 ft. Diameter Manholes | 2 | Each | \$4,000.00 | \$8,000.00 |
| | Catch Basin | 25 | Each | \$2,500.00 | \$62,500.00 |
| | | | | | \$158,600.00 |
| | | | | Mobilization 6% | \$9,516.00 |
| | | | | Design Engineering 9% | \$14,274.00 |
| | | | | Construction Engineering 9% | \$14,274.00 |
| | | | | Storm Drain Total | \$196,664.00 |
| Roadway Improvements | | | | | |
| | Curb and Gutter | 21,522 | LF | \$11.00 | \$236,742.00 |
| | Road Base installed | 430,440 | Sq. Ft. | \$0.80 | \$344,352.00 |
| | 3 - inch Asphalt Bituminous Mix | 279,786 | Sq. Ft. | \$1.20 | \$335,743.20 |
| | Landscaping | 1 | LS | \$190,000.00 | \$190,000.00 |
| | Retaining Wall | 3,000 | SF | \$15.00 | \$45,000.00 |
| | Clearing and Grubbing | 9 | Acre | \$2,000.00 | \$17,000.00 |
| | UDOT Accel Lane | 1 | LS | \$575,000.00 | \$575,000.00 |
| | Roadway Excavation | 155,000 | CY | \$5.00 | \$775,000.00 |
| | | | | | \$2,518,837.20 |
| | | | | Mobilization 6% | \$151,130.23 |
| | | | | Design Engineering 9% | \$226,695.35 |
| | | | | Construction Engineering 9% | \$226,695.35 |
| | | | | Roadway Total | \$3,123,358.13 |
| | | | | Construction Total | \$4,248,358.05 |

Appendix “B”

Applicable State Codes

Chapter 36a Impact Fees Act

Part 1 General Provisions

11-36a-101 Title.

This chapter is known as the "Impact Fees Act."

Enacted by Chapter 47, 2011 General Session

11-36a-102 Definitions.

As used in this chapter:

- (1)
 - (a) "Affected entity" means each county, municipality, local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, special service district under Title 17D, Chapter 1, Special Service District Act, school district, interlocal cooperation entity established under Chapter 13, Interlocal Cooperation Act, and specified public utility:
 - (i) whose services or facilities are likely to require expansion or significant modification because of the facilities proposed in the proposed impact fee facilities plan; or
 - (ii) that has filed with the local political subdivision or private entity a copy of the general or long-range plan of the county, municipality, local district, special service district, school district, interlocal cooperation entity, or specified public utility.
 - (b) "Affected entity" does not include the local political subdivision or private entity that is required under Section 11-36a-501 to provide notice.
- (2) "Charter school" includes:
 - (a) an operating charter school;
 - (b) an applicant for a charter school whose application has been approved by a charter school authorizer as provided in Title 53A, Chapter 1a, Part 5, The Utah Charter Schools Act; and
 - (c) an entity that is working on behalf of a charter school or approved charter applicant to develop or construct a charter school building.
- (3) "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- (4) "Development approval" means:
 - (a) except as provided in Subsection (4)(b), any written authorization from a local political subdivision that authorizes the commencement of development activity;
 - (b) development activity, for a public entity that may develop without written authorization from a local political subdivision;
 - (c) a written authorization from a public water supplier, as defined in Section 73-1-4, or a private water company:
 - (i) to reserve or provide:
 - (A) a water right;
 - (B) a system capacity; or
 - (C) a distribution facility; or
 - (ii) to deliver for a development activity:
 - (A) culinary water; or

- (B) irrigation water; or
- (d) a written authorization from a sanitary sewer authority, as defined in Section 10-9a-103:
 - (i) to reserve or provide:
 - (A) sewer collection capacity; or
 - (B) treatment capacity; or
 - (ii) to provide sewer service for a development activity.
- (5) "Enactment" means:
 - (a) a municipal ordinance, for a municipality;
 - (b) a county ordinance, for a county; and
 - (c) a governing board resolution, for a local district, special service district, or private entity.
- (6) "Encumber" means:
 - (a) a pledge to retire a debt; or
 - (b) an allocation to a current purchase order or contract.
- (7) "Hookup fee" means a fee for the installation and inspection of any pipe, line, meter, or appurtenance to connect to a gas, water, sewer, storm water, power, or other utility system of a municipality, county, local district, special service district, or private entity.
- (8)
 - (a) "Impact fee" means a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.
 - (b) "Impact fee" does not mean a tax, a special assessment, a building permit fee, a hookup fee, a fee for project improvements, or other reasonable permit or application fee.
- (9) "Impact fee analysis" means the written analysis of each impact fee required by Section 11-36a-303.
- (10) "Impact fee facilities plan" means the plan required by Section 11-36a-301.
- (11) "Level of service" means the defined performance standard or unit of demand for each capital component of a public facility within a service area.
- (12)
 - (a) "Local political subdivision" means a county, a municipality, a local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, or a special service district under Title 17D, Chapter 1, Special Service District Act.
 - (b) "Local political subdivision" does not mean a school district, whose impact fee activity is governed by Section 53A-20-100.5.
- (13) "Private entity" means an entity in private ownership with at least 100 individual shareholders, customers, or connections, that is located in a first, second, third, or fourth class county and provides water to an applicant for development approval who is required to obtain water from the private entity either as a:
 - (a) specific condition of development approval by a local political subdivision acting pursuant to a prior agreement, whether written or unwritten, with the private entity; or
 - (b) functional condition of development approval because the private entity:
 - (i) has no reasonably equivalent competition in the immediate market; and
 - (ii) is the only realistic source of water for the applicant's development.
- (14)
 - (a) "Project improvements" means site improvements and facilities that are:
 - (i) planned and designed to provide service for development resulting from a development activity;
 - (ii) necessary for the use and convenience of the occupants or users of development resulting from a development activity; and

- (iii) not identified or reimbursed as a system improvement.
- (b) "Project improvements" does not mean system improvements.
- (15) "Proportionate share" means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any development activity.
- (16) "Public facilities" means only the following impact fee facilities that have a life expectancy of 10 or more years and are owned or operated by or on behalf of a local political subdivision or private entity:
 - (a) water rights and water supply, treatment, storage, and distribution facilities;
 - (b) wastewater collection and treatment facilities;
 - (c) storm water, drainage, and flood control facilities;
 - (d) municipal power facilities;
 - (e) roadway facilities;
 - (f) parks, recreation facilities, open space, and trails;
 - (g) public safety facilities; or
 - (h) environmental mitigation as provided in Section 11-36a-205.
- (17)
 - (a) "Public safety facility" means:
 - (i) a building constructed or leased to house police, fire, or other public safety entities; or
 - (ii) a fire suppression vehicle costing in excess of \$500,000.
 - (b) "Public safety facility" does not mean a jail, prison, or other place of involuntary incarceration.
- (18)
 - (a) "Roadway facilities" means a street or road that has been designated on an officially adopted subdivision plat, roadway plan, or general plan of a political subdivision, together with all necessary appurtenances.
 - (b) "Roadway facilities" includes associated improvements to a federal or state roadway only when the associated improvements:
 - (i) are necessitated by the new development; and
 - (ii) are not funded by the state or federal government.
 - (c) "Roadway facilities" does not mean federal or state roadways.
- (19)
 - (a) "Service area" means a geographic area designated by an entity that imposes an impact fee on the basis of sound planning or engineering principles in which a public facility, or a defined set of public facilities, provides service within the area.
 - (b) "Service area" may include the entire local political subdivision or an entire area served by a private entity.
- (20) "Specified public agency" means:
 - (a) the state;
 - (b) a school district; or
 - (c) a charter school.
- (21)
 - (a) "System improvements" means:
 - (i) existing public facilities that are:
 - (A) identified in the impact fee analysis under Section 11-36a-304; and
 - (B) designed to provide services to service areas within the community at large; and
 - (ii) future public facilities identified in the impact fee analysis under Section 11-36a-304 that are intended to provide services to service areas within the community at large.
 - (b) "System improvements" does not mean project improvements.

Amended by Chapter 363, 2014 General Session

Part 2 Impact Fees

11-36a-201 Impact fees.

- (1) A local political subdivision or private entity shall ensure that any imposed impact fees comply with the requirements of this chapter.
- (2) A local political subdivision and private entity may establish impact fees only for those public facilities defined in Section 11-36a-102.
- (3) Nothing in this chapter may be construed to repeal or otherwise eliminate an impact fee in effect on the effective date of this chapter that is pledged as a source of revenues to pay bonded indebtedness that was incurred before the effective date of this chapter.

Enacted by Chapter 47, 2011 General Session

11-36a-202 Prohibitions on impact fees.

- (1) A local political subdivision or private entity may not:
 - (a) impose an impact fee to:
 - (i) cure deficiencies in a public facility serving existing development;
 - (ii) raise the established level of service of a public facility serving existing development;
 - (iii) recoup more than the local political subdivision's or private entity's costs actually incurred for excess capacity in an existing system improvement; or
 - (iv) include an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with:
 - (A) generally accepted cost accounting practices; and
 - (B) the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 - (b) delay the construction of a school or charter school because of a dispute with the school or charter school over impact fees; or
 - (c) impose or charge any other fees as a condition of development approval unless those fees are a reasonable charge for the service provided.
- (2)
 - (a) Notwithstanding any other provision of this chapter, a political subdivision or private entity may not impose an impact fee:
 - (i) on residential components of development to pay for a public safety facility that is a fire suppression vehicle;
 - (ii) on a school district or charter school for a park, recreation facility, open space, or trail;
 - (iii) on a school district or charter school unless:
 - (A) the development resulting from the school district's or charter school's development activity directly results in a need for additional system improvements for which the impact fee is imposed; and
 - (B) the impact fee is calculated to cover only the school district's or charter school's proportionate share of the cost of those additional system improvements;

- (iv) to the extent that the impact fee includes a component for a law enforcement facility, on development activity for:
 - (A) the Utah National Guard;
 - (B) the Utah Highway Patrol; or
 - (C) a state institution of higher education that has its own police force; or
- (v) on development activity on the state fair park, as defined in Section 63H-6-102.
- (b)
 - (i) Notwithstanding any other provision of this chapter, a political subdivision or private entity may not impose an impact fee on development activity that consists of the construction of a school, whether by a school district or a charter school, if:
 - (A) the school is intended to replace another school, whether on the same or a different parcel;
 - (B) the new school creates no greater demand or need for public facilities than the school or school facilities, including any portable or modular classrooms that are on the site of the replaced school at the time that the new school is proposed; and
 - (C) the new school and the school being replaced are both within the boundary of the local political subdivision or the jurisdiction of the private entity.
 - (ii) If the imposition of an impact fee on a new school is not prohibited under Subsection (2)(b)
 - (i) because the new school creates a greater demand or need for public facilities than the school being replaced, the impact fee shall be based only on the demand or need that the new school creates for public facilities that exceeds the demand or need that the school being replaced creates for those public facilities.
- (c) Notwithstanding any other provision of this chapter, a political subdivision or private entity may impose an impact fee for a road facility on the state only if and to the extent that:
 - (i) the state's development causes an impact on the road facility; and
 - (ii) the portion of the road facility related to an impact fee is not funded by the state or by the federal government.
- (3) Notwithstanding any other provision of this chapter, a local political subdivision may impose and collect impact fees on behalf of a school district if authorized by Section 53A-20-100.5.

Amended by Chapter 2, 2016 Special Session 3

11-36a-203 Private entity assessment of impact fees -- Charges for water rights, physical infrastructure -- Notice -- Audit.

- (1) A private entity:
 - (a) shall comply with the requirements of this chapter before imposing an impact fee; and
 - (b) except as otherwise specified in this chapter, is subject to the same requirements of this chapter as a local political subdivision.
- (2) A private entity may only impose a charge for water rights or physical infrastructure necessary to provide water or sewer facilities by imposing an impact fee.
- (3) Where notice and hearing requirements are specified, a private entity shall comply with the notice and hearing requirements for local districts.
- (4) A private entity that assesses an impact fee under this chapter is subject to the audit requirements of Title 51, Chapter 2a, Accounting Reports from Political Subdivisions, Interlocal Organizations, and Other Local Entities Act.

Enacted by Chapter 47, 2011 General Session

11-36a-204 Other names for impact fees.

- (1) A fee that meets the definition of impact fee under Section 11-36a-102 is an impact fee subject to this chapter, regardless of what term the local political subdivision or private entity uses to refer to the fee.
- (2) A local political subdivision or private entity may not avoid application of this chapter to a fee that meets the definition of an impact fee under Section 11-36a-102 by referring to the fee by another name.

Enacted by Chapter 47, 2011 General Session

11-36a-205 Environmental mitigation impact fees.

Notwithstanding the requirements and prohibitions of this chapter, a local political subdivision may impose and assess an impact fee for environmental mitigation when:

- (1) the local political subdivision has formally agreed to fund a Habitat Conservation Plan to resolve conflicts with the Endangered Species Act of 1973, 16 U.S.C. Sec. 1531, et seq. or other state or federal environmental law or regulation;
- (2) the impact fee bears a reasonable relationship to the environmental mitigation required by the Habitat Conservation Plan; and
- (3) the legislative body of the local political subdivision adopts an ordinance or resolution:
 - (a) declaring that an impact fee is required to finance the Habitat Conservation Plan;
 - (b) establishing periodic sunset dates for the impact fee; and
 - (c) requiring the legislative body to:
 - (i) review the impact fee on those sunset dates;
 - (ii) determine whether or not the impact fee is still required to finance the Habitat Conservation Plan; and
 - (iii) affirmatively reauthorize the impact fee if the legislative body finds that the impact fee must remain in effect.

Enacted by Chapter 47, 2011 General Session

11-36a-206 Prohibition of school impact fees.

- (1) As used in this section, "school impact fee" means a charge on new development in order to generate revenue for funding or recouping the costs of capital improvements for schools or school facility expansions necessitated by and attributable to the new development.
- (2) Beginning March 21, 1995, there is a moratorium prohibiting a county, city, town, local school board, or any other political subdivision from imposing or collecting a school impact fee unless hereafter authorized by the Legislature by statute.
- (3) Collection of any fees authorized before March 21, 1995, by any ordinance, resolution or rule of any county, city, town, local school board, or other political subdivision shall terminate on May 1, 1996, unless hereafter authorized by the Legislature by statute.

Part 3

Establishing an Impact Fee

11-36a-301 Impact fee facilities plan.

- (1) Before imposing an impact fee, each local political subdivision or private entity shall, except as provided in Subsection (3), prepare an impact fee facilities plan to determine the public facilities required to serve development resulting from new development activity.
- (2) A municipality or county need not prepare a separate impact fee facilities plan if the general plan required by Section 10-9a-401 or 17-27a-401, respectively, contains the elements required by Section 11-36a-302.
- (3) A local political subdivision or a private entity with a population, or serving a population, of less than 5,000 as of the last federal census that charges impact fees of less than \$250,000 annually need not comply with the impact fee facilities plan requirements of this part, but shall ensure that:
 - (a) the impact fees that the local political subdivision or private entity imposes are based upon a reasonable plan that otherwise complies with the common law and this chapter; and
 - (b) each applicable notice required by this chapter is given.

Amended by Chapter 200, 2013 General Session

11-36a-302 Impact fee facilities plan requirements -- Limitations -- School district or charter school.

- (1)
 - (a) An impact fee facilities plan shall:
 - (i) identify the existing level of service;
 - (ii) subject to Subsection (1)(c), establish a proposed level of service;
 - (iii) identify any excess capacity to accommodate future growth at the proposed level of service;
 - (iv) identify demands placed upon existing public facilities by new development activity at the proposed level of service; and
 - (v) identify the means by which the political subdivision or private entity will meet those growth demands.
 - (b) A proposed level of service may diminish or equal the existing level of service.
 - (c) A proposed level of service may:
 - (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
 - (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.
- (2) In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:
 - (a) grants;
 - (b) bonds;
 - (c) interfund loans;
 - (d) impact fees; and
 - (e) anticipated or accepted dedications of system improvements.
- (3) A local political subdivision or private entity may only impose impact fees on development activities when the local political subdivision's or private entity's plan for financing system improvements establishes that impact fees are necessary to maintain a proposed level of service that complies with Subsection (1)(b) or (c).

- (4)
- (a) Subject to Subsection (4)(c), the impact fee facilities plan shall include a public facility for which an impact fee may be charged or required for a school district or charter school if the local political subdivision is aware of the planned location of the school district facility or charter school:
 - (i) through the planning process; or
 - (ii) after receiving a written request from a school district or charter school that the public facility be included in the impact fee facilities plan.
 - (b) If necessary, a local political subdivision or private entity shall amend the impact fee facilities plan to reflect a public facility described in Subsection (4)(a).
 - (c)
 - (i) In accordance with Subsections 10-9a-305(3) and 17-27a-305(3), a local political subdivision may not require a school district or charter school to participate in the cost of any roadway or sidewalk.
 - (ii) Notwithstanding Subsection (4)(c)(i), if a school district or charter school agrees to build a roadway or sidewalk, the roadway or sidewalk shall be included in the impact fee facilities plan if the local jurisdiction has an impact fee facilities plan for roads and sidewalks.

Amended by Chapter 200, 2013 General Session

11-36a-303 Impact fee analysis.

- (1) Subject to the notice requirements of Section 11-36a-504, each local political subdivision or private entity intending to impose an impact fee shall prepare a written analysis of each impact fee.
- (2) Each local political subdivision or private entity that prepares an impact fee analysis under Subsection (1) shall also prepare a summary of the impact fee analysis designed to be understood by a lay person.

Enacted by Chapter 47, 2011 General Session

11-36a-304 Impact fee analysis requirements.

- (1) An impact fee analysis shall:
 - (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
 - (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
 - (c) subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
 - (d) estimate the proportionate share of:
 - (i) the costs for existing capacity that will be recouped; and
 - (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
 - (e) based on the requirements of this chapter, identify how the impact fee was calculated.
- (2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
 - (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

- (b) the cost of system improvements for each public facility;
- (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
- (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
- (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- (g) extraordinary costs, if any, in servicing the newly developed properties; and
- (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Enacted by Chapter 47, 2011 General Session

11-36a-305 Calculating impact fees.

- (1) In calculating an impact fee, a local political subdivision or private entity may include:
 - (a) the construction contract price;
 - (b) the cost of acquiring land, improvements, materials, and fixtures;
 - (c) the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
 - (d) for a political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes, or other obligations issued to finance the costs of the system improvements.
- (2) In calculating an impact fee, each local political subdivision or private entity shall base amounts calculated under Subsection (1) on realistic estimates, and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Enacted by Chapter 47, 2011 General Session

11-36a-306 Certification of impact fee analysis.

- (1) An impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan that states the following: "I certify that the attached impact fee facilities plan:
 - 1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
 - 2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and

3. complies in each and every relevant respect with the Impact Fees Act."
- (2) An impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis which states as follows: "I certify that the attached impact fee analysis:
1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
 2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 3. offsets costs with grants or other alternate sources of payment; and
 4. complies in each and every relevant respect with the Impact Fees Act."

Amended by Chapter 278, 2013 General Session

Part 4 Enactment of Impact Fees

11-36a-401 Impact fee enactment.

- (1)
 - (a) A local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402.
 - (b) An impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysis.
- (2) An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Enacted by Chapter 47, 2011 General Session

11-36a-402 Required provisions of impact fee enactment.

- (1) A local political subdivision or private entity shall ensure, in addition to the requirements described in Subsections (2) and (3), that an impact fee enactment contains:
 - (a) a provision establishing one or more service areas within which the local political subdivision or private entity calculates and imposes impact fees for various land use categories;
 - (b)
 - (i) a schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement; or
 - (ii) the formula that the local political subdivision or private entity, as the case may be, will use to calculate each impact fee;

- (c) a provision authorizing the local political subdivision or private entity, as the case may be, to adjust the standard impact fee at the time the fee is charged to:
 - (i) respond to:
 - (A) unusual circumstances in specific cases; or
 - (B) a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and
 - (ii) ensure that the impact fees are imposed fairly; and
 - (d) a provision governing calculation of the amount of the impact fee to be imposed on a particular development that permits adjustment of the amount of the impact fee based upon studies and data submitted by the developer.
- (2) A local political subdivision or private entity shall ensure that an impact fee enactment allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer:
- (a) dedicates land for a system improvement;
 - (b) builds and dedicates some or all of a system improvement; or
 - (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.
- (3) A local political subdivision or private entity shall include a provision in an impact fee enactment that requires a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
- (a) are system improvements; or
 - (b)
 - (i) are dedicated to the public; and
 - (ii) offset the need for an identified system improvement.

Enacted by Chapter 47, 2011 General Session

11-36a-403 Other provisions of impact fee enactment.

- (1) A local political subdivision or private entity may include a provision in an impact fee enactment that:
- (a) provides an impact fee exemption for:
 - (i) development activity attributable to:
 - (A) low income housing;
 - (B) the state;
 - (C) subject to Subsection (2), a school district; or
 - (D) subject to Subsection (2), a charter school; or
 - (ii) other development activity with a broad public purpose; and
 - (b) except for an exemption under Subsection (1)(a)(i)(A), establishes one or more sources of funds other than impact fees to pay for that development activity.
- (2) An impact fee enactment that provides an impact fee exemption for development activity attributable to a school district or charter school shall allow either a school district or a charter school to qualify for the exemption on the same basis.
- (3) An impact fee enactment that repeals or suspends the collection of impact fees is exempt from the notice requirements of Section 11-36a-504.

Enacted by Chapter 47, 2011 General Session

Part 5 Notice

11-36a-501 Notice of intent to prepare an impact fee facilities plan.

- (1) Before preparing or amending an impact fee facilities plan, a local political subdivision or private entity shall provide written notice of its intent to prepare or amend an impact fee facilities plan.
- (2) A notice required under Subsection (1) shall:
 - (a) indicate that the local political subdivision or private entity intends to prepare or amend an impact fee facilities plan;
 - (b) describe or provide a map of the geographic area where the proposed impact fee facilities will be located; and
 - (c) subject to Subsection (3), be posted on the Utah Public Notice Website created under Section 63F-1-701.
- (3) For a private entity required to post notice on the Utah Public Notice Website under Subsection (2)(c):
 - (a) the private entity shall give notice to the general purpose local government in which the private entity's private business office is located; and
 - (b) the general purpose local government described in Subsection (3)(a) shall post the notice on the Utah Public Notice Website.

Enacted by Chapter 47, 2011 General Session

11-36a-502 Notice to adopt or amend an impact fee facilities plan.

- (1) If a local political subdivision chooses to prepare an independent impact fee facilities plan rather than include an impact fee facilities element in the general plan in accordance with Section 11-36a-301, the local political subdivision shall, before adopting or amending the impact fee facilities plan:
 - (a) give public notice, in accordance with Subsection (2), of the plan or amendment at least 10 days before the day on which the public hearing described in Subsection (1)(d) is scheduled;
 - (b) make a copy of the plan or amendment, together with a summary designed to be understood by a lay person, available to the public;
 - (c) place a copy of the plan or amendment and summary in each public library within the local political subdivision; and
 - (d) hold a public hearing to hear public comment on the plan or amendment.
- (2) With respect to the public notice required under Subsection (1)(a):
 - (a) each municipality shall comply with the notice and hearing requirements of, and, except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Sections 10-9a-205 and 10-9a-801 and Subsection 10-9a-502(2);
 - (b) each county shall comply with the notice and hearing requirements of, and, except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Sections 17-27a-205 and 17-27a-801 and Subsection 17-27a-502(2); and
 - (c) each local district, special service district, and private entity shall comply with the notice and hearing requirements of, and receive the protections of, Section 17B-1-111.
- (3) Nothing contained in this section or Section 11-36a-503 may be construed to require involvement by a planning commission in the impact fee facilities planning process.

Enacted by Chapter 47, 2011 General Session

11-36a-503 Notice of preparation of an impact fee analysis.

- (1) Before preparing or contracting to prepare an impact fee analysis, each local political subdivision or, subject to Subsection (2), private entity shall post a public notice on the Utah Public Notice Website created under Section 63F-1-701.
- (2) For a private entity required to post notice on the Utah Public Notice Website under Subsection (1):
 - (a) the private entity shall give notice to the general purpose local government in which the private entity's primary business is located; and
 - (b) the general purpose local government described in Subsection (2)(a) shall post the notice on the Utah Public Notice Website.

Enacted by Chapter 47, 2011 General Session

11-36a-504 Notice of intent to adopt impact fee enactment -- Hearing -- Protections.

- (1) Before adopting an impact fee enactment:
 - (a) a municipality legislative body shall:
 - (i) comply with the notice requirements of Section 10-9a-205 as if the impact fee enactment were a land use regulation;
 - (ii) hold a hearing in accordance with Section 10-9a-502 as if the impact fee enactment were a land use regulation; and
 - (iii) except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Section 10-9a-801 as if the impact fee were a land use regulation;
 - (b) a county legislative body shall:
 - (i) comply with the notice requirements of Section 17-27a-205 as if the impact fee enactment were a land use regulation;
 - (ii) hold a hearing in accordance with Section 17-27a-502 as if the impact fee enactment were a land use regulation; and
 - (iii) except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Section 17-27a-801 as if the impact fee were a land use regulation;
 - (c) a local district or special service district shall:
 - (i) comply with the notice and hearing requirements of Section 17B-1-111; and
 - (ii) receive the protections of Section 17B-1-111;
 - (d) a local political subdivision shall at least 10 days before the day on which a public hearing is scheduled in accordance with this section:
 - (i) make a copy of the impact fee enactment available to the public; and
 - (ii) post notice of the local political subdivision's intent to enact or modify the impact fee, specifying the type of impact fee being enacted or modified, on the Utah Public Notice Website created under Section 63F-1-701; and
 - (e) a local political subdivision shall submit a copy of the impact fee analysis and a copy of the summary of the impact fee analysis prepared in accordance with Section 11-36a-303 on its website or to each public library within the local political subdivision.
- (2) Subsection (1)(a) or (b) may not be construed to require involvement by a planning commission in the impact fee enactment process.

Amended by Chapter 84, 2017 General Session

Part 6

Impact Fee Proceeds

11-36a-601 Accounting of impact fees.

A local political subdivision that collects an impact fee shall:

- (1) establish a separate interest bearing ledger account for each type of public facility for which an impact fee is collected;
- (2) deposit a receipt for an impact fee in the appropriate ledger account established under Subsection (1);
- (3) retain the interest earned on each fund or ledger account in the fund or ledger account;
- (4) at the end of each fiscal year, prepare a report that:
 - (a) for each fund or ledger account, shows:
 - (i) the source and amount of all money collected, earned, and received by the fund or ledger account during the fiscal year; and
 - (ii) each expenditure from the fund or ledger account;
 - (b) accounts for all impact fee funds that the local political subdivision has on hand at the end of the fiscal year;
 - (c) identifies the impact fee funds described in Subsection (4)(b) by:
 - (i) the year in which the impact fee funds were received;
 - (ii) the project from which the impact fee funds were collected;
 - (iii) the project for which the impact fee funds are budgeted; and
 - (iv) the projected schedule for expenditure; and
 - (d) is:
 - (i) in a format developed by the state auditor;
 - (ii) certified by the local political subdivision's chief financial officer; and
 - (iii) transmitted to the state auditor within 180 days after the day on which the fiscal year ends.

Amended by Chapter 394, 2017 General Session

11-36a-602 Expenditure of impact fees.

- (1) A local political subdivision may expend impact fees only for a system improvement:
 - (a) identified in the impact fee facilities plan; and
 - (b) for the specific public facility type for which the fee was collected.
- (2)
 - (a) Except as provided in Subsection (2)(b), a local political subdivision shall expend or encumber an impact fee collected with respect to a lot:
 - (i) for a permissible use; and
 - (ii) within six years after the impact fee with respect to that lot is collected.
 - (b) A local political subdivision may hold the fees for longer than six years if it identifies, in writing:
 - (i) an extraordinary and compelling reason why the fees should be held longer than six years; and
 - (ii) an absolute date by which the fees will be expended.

Amended by Chapter 190, 2017 General Session

11-36a-603 Refunds.

- (1) A local political subdivision shall refund any impact fee paid by a developer, plus interest earned, when:
- (a) the developer does not proceed with the development activity and has filed a written request for a refund;
 - (b) the fee has not been spent or encumbered; and
 - (c) no impact has resulted.
- (2)
- (a) As used in this Subsection (2):
 - (i) "Affected lot" means the lot or parcel with respect to which a local political subdivision collected an impact fee that is subject to a refund under this Subsection (2).
 - (ii) "Claimant" means:
 - (A) the original owner; or
 - (B) another person who, under Subsection (2)(d), submits a timely notice of the person's valid legal claim to an impact fee refund.
 - (iii) "Original owner" means the record owner of an affected lot at the time the local political subdivision collected the impact fee.
 - (iv) "Unclaimed refund" means an impact fee that:
 - (A) is subject to refund under this Subsection (2); and
 - (B) the local political subdivision has not refunded after application of Subsections (2)(b) and (c).
 - (b) If an impact fee is not spent or encumbered within the time specified in Subsection 11-36a-602(2), the local political subdivision shall, subject to Subsection (2)(c):
 - (i) refund the impact fee to:
 - (A) the original owner, if the original owner is the sole claimant; or
 - (B) to the claimants, as the claimants agree, if there are multiple claimants; or
 - (ii) interplead the impact fee refund to a court of competent jurisdiction for a determination of the entitlement to the refund, if there are multiple claimants who fail to agree on how the refund should be paid to the claimants.
 - (c) If the original owner's last known address is no longer valid at the time a local political subdivision attempts under Subsection (2)(b) to refund an impact fee to the original owner, the local political subdivision shall:
 - (i) post a notice on the local political subdivision's website, stating the local political subdivision's intent to refund the impact fee and identifying the original owner;
 - (ii) maintain the notice on the website for a period of one year; and
 - (iii) disqualify the original owner as a claimant unless the original owner submits a written request for the refund within one year after the first posting of the notice under Subsection (2)(c)(i).
 - (d)
 - (i) In order to be considered as a claimant for an impact fee refund under this Subsection (2), a person, other than the original owner, shall submit a written notice of the person's valid legal claim to the impact fee refund.
 - (ii) A notice under Subsection (2)(d)(i) shall:
 - (A) explain the person's valid legal claim to the refund; and
 - (B) be submitted to the local political subdivision no later than 30 days after expiration of the time specified in Subsection 11-36a-602(2) for the impact fee that is the subject of the refund.
 - (e) A local political subdivision:
 - (i) may retain an unclaimed refund; and

- (ii) shall expend any unclaimed refund on capital facilities identified in the current capital facilities plan for the type of public facility for which the impact fee was collected.

Amended by Chapter 190, 2017 General Session

Part 7 Challenges

11-36a-701 Impact fee challenge.

- (1) A person or an entity residing in or owning property within a service area, or an organization, association, or a corporation representing the interests of persons or entities owning property within a service area, has standing to file a declaratory judgment action challenging the validity of an impact fee.
- (2)
 - (a) A person or an entity required to pay an impact fee who believes the impact fee does not meet the requirements of law may file a written request for information with the local political subdivision who established the impact fee.
 - (b) Within two weeks after the receipt of the request for information under Subsection (2)(a), the local political subdivision shall provide the person or entity with the impact fee analysis, the impact fee facilities plan, and any other relevant information relating to the impact fee.
- (3)
 - (a) Subject to the time limitations described in Section 11-36a-702 and procedures set forth in Section 11-36a-703, a person or an entity that has paid an impact fee that was imposed by a local political subdivision may challenge:
 - (i) if the impact fee enactment was adopted on or after July 1, 2000:
 - (A) subject to Subsection (3)(b)(i) and except as provided in Subsection (3)(b)(ii), whether the local political subdivision complied with the notice requirements of this chapter with respect to the imposition of the impact fee; and
 - (B) whether the local political subdivision complied with other procedural requirements of this chapter for imposing the impact fee; and
 - (ii) except as limited by Subsection (3)(c), the impact fee.
 - (b)
 - (i) The sole remedy for a challenge under Subsection (3)(a)(i)(A) is the equitable remedy of requiring the local political subdivision to correct the defective notice and repeat the process.
 - (ii) The protections given to a municipality under Section 10-9a-801 and to a county under Section 17-27a-801 do not apply in a challenge under Subsection (3)(a)(i)(A).
 - (c) The sole remedy for a challenge under Subsection (3)(a)(ii) is a refund of the difference between what the person or entity paid as an impact fee and the amount the impact fee should have been if it had been correctly calculated.
- (4)
 - (a) Subject to Subsection (4)(d), if an impact fee that is the subject of an advisory opinion under Section 13-43-205 is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion:
 - (i) the substantially prevailing party on that cause of action:

- (A) may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution; and
- (B) shall be refunded an impact fee held to be in violation of this chapter, based on the difference between the impact fee paid and what the impact fee should have been if the government entity had correctly calculated the impact fee; and
- (ii) in accordance with Section 13-43-206, a government entity shall refund an impact fee held to be in violation of this chapter to the person who was in record title of the property on the day on which the impact fee for the property was paid if:
 - (A) the impact fee was paid on or after the day on which the advisory opinion on the impact fee was issued but before the day on which the final court ruling on the impact fee is issued; and
 - (B) the person described in Subsection (3)(a)(ii) requests the impact fee refund from the government entity within 30 days after the day on which the court issued the final ruling on the impact fee.
- (b) A government entity subject to Subsection (3)(a)(ii) shall refund the impact fee based on the difference between the impact fee paid and what the impact fee should have been if the government entity had correctly calculated the impact fee.
- (c) Subsection (4) may not be construed to create a new cause of action under land use law.
- (d) Subsection (3)(a) does not apply unless the resolution described in Subsection (3)(a) is final.

Enacted by Chapter 47, 2011 General Session

11-36a-702 Time limitations.

- (1) A person or an entity that initiates a challenge under Subsection 11-36a-701(3)(a) may not initiate that challenge unless it is initiated within:
 - (a) for a challenge under Subsection 11-36a-701(3)(a)(i)(A), 30 days after the day on which the person or entity pays the impact fee;
 - (b) for a challenge under Subsection 11-36a-701(3)(a)(i)(B), 180 days after the day on which the person or entity pays the impact fee; or
 - (c) for a challenge under Subsection 11-36a-701(3)(a)(ii), one year after the day on which the person or entity pays the impact fee.
- (2) The deadline to file an action in district court is tolled from the date that a challenge is filed using an administrative appeals procedure described in Section 11-36a-703 until 30 days after the day on which a final decision is rendered in the administrative appeals procedure.

Enacted by Chapter 47, 2011 General Session

11-36a-703 Procedures for challenging an impact fee.

- (1)
 - (a) A local political subdivision may establish, by ordinance or resolution, or a private entity may establish by prior written policy, an administrative appeals procedure to consider and decide a challenge to an impact fee.
 - (b) If the local political subdivision or private entity establishes an administrative appeals procedure, the local political subdivision shall ensure that the procedure includes a requirement that the local political subdivision make its decision no later than 30 days after the day on which the challenge to the impact fee is filed.
- (2) A challenge under Subsection 11-36a-701(3)(a) is initiated by filing:

- (a) if the local political subdivision or private entity has established an administrative appeals procedure under Subsection (1), the necessary document, under the administrative appeals procedure, for initiating the administrative appeal;
 - (b) a request for arbitration as provided in Section 11-36a-705; or
 - (c) an action in district court.
- (3) The sole remedy for a successful challenge under Subsection 11-36a-701(1), which determines that an impact fee process was invalid, or an impact fee is in excess of the fee allowed under this act, is a declaration that, until the local political subdivision or private entity enacts a new impact fee study, from the date of the decision forward, the entity may charge an impact fee only as the court has determined would have been appropriate if it had been properly enacted.
- (4) Subsections (2), (3), 11-36a-701(3), and 11-36a-702(1) may not be construed as requiring a person or an entity to exhaust administrative remedies with the local political subdivision before filing an action in district court under Subsections (2), (3), 11-36a-701(3), and 11-36a-702(1).
- (5) The judge may award reasonable attorney fees and costs to the prevailing party in an action brought under this section.
- (6) This chapter may not be construed as restricting or limiting any rights to challenge impact fees that were paid before the effective date of this chapter.

Amended by Chapter 200, 2013 General Session

11-36a-704 Mediation.

- (1) In addition to the methods of challenging an impact fee under Section 11-36a-701, a specified public agency may require a local political subdivision or private entity to participate in mediation of any applicable impact fee.
- (2) To require mediation, the specified public agency shall submit a written request for mediation to the local political subdivision or private entity.
- (3) The specified public agency may submit a request for mediation under this section at any time, but no later than 30 days after the day on which an impact fee is paid.
- (4) Upon the submission of a request for mediation under this section, the local political subdivision or private entity shall:
 - (a) cooperate with the specified public agency to select a mediator; and
 - (b) participate in the mediation process.

Enacted by Chapter 47, 2011 General Session

11-36a-705 Arbitration.

- (1) A person or entity intending to challenge an impact fee under Section 11-36a-703 shall file a written request for arbitration with the local political subdivision within the time limitation described in Section 11-36a-702 for the applicable type of challenge.
- (2) If a person or an entity files a written request for arbitration under Subsection (1), an arbitrator or arbitration panel shall be selected as follows:
 - (a) the local political subdivision and the person or entity filing the request may agree on a single arbitrator within 10 days after the day on which the request for arbitration is filed; or
 - (b) if a single arbitrator is not agreed to in accordance with Subsection (2)(a), an arbitration panel shall be created with the following members:
 - (i) each party shall select an arbitrator within 20 days after the date the request is filed; and
 - (ii) the arbitrators selected under Subsection (2)(b)(i) shall select a third arbitrator.

- (3) The arbitration panel shall hold a hearing on the challenge no later than 30 days after the day on which:
- (a) the single arbitrator is agreed on under Subsection (2)(a); or
 - (b) the two arbitrators are selected under Subsection (2)(b)(i).
- (4) The arbitrator or arbitration panel shall issue a decision in writing no later than 10 days after the day on which the hearing described in Subsection (3) is completed.
- (5) Except as provided in this section, each arbitration shall be governed by Title 78B, Chapter 11, Utah Uniform Arbitration Act.
- (6) The parties may agree to:
- (a) binding arbitration;
 - (b) formal, nonbinding arbitration; or
 - (c) informal, nonbinding arbitration.
- (7) If the parties agree in writing to binding arbitration:
- (a) the arbitration shall be binding;
 - (b) the decision of the arbitration panel shall be final;
 - (c) neither party may appeal the decision of the arbitration panel; and
 - (d) notwithstanding Subsection (10), the person or entity challenging the impact fee may not also challenge the impact fee under Subsection 11-36a-701(1) or Subsection 11-36a-703(2)(a) or (2)(c).
- (8)
- (a) Except as provided in Subsection (8)(b), if the parties agree to formal, nonbinding arbitration, the arbitration shall be governed by the provisions of Title 63G, Chapter 4, Administrative Procedures Act.
 - (b) For purposes of applying Title 63G, Chapter 4, Administrative Procedures Act, to a formal, nonbinding arbitration under this section, notwithstanding Section 63G-4-502, "agency" means a local political subdivision.
- (9)
- (a) An appeal from a decision in an informal, nonbinding arbitration may be filed with the district court in which the local political subdivision is located.
 - (b) An appeal under Subsection (9)(a) shall be filed within 30 days after the day on which the arbitration panel issues a decision under Subsection (4).
 - (c) The district court shall consider de novo each appeal filed under this Subsection (9).
 - (d) Notwithstanding Subsection (10), a person or entity that files an appeal under this Subsection (9) may not also challenge the impact fee under Subsection 11-36a-701(1) or Subsection 11-36a-703(2)(a) or (2)(c).
- (10)
- (a) Except as provided in Subsections (7)(d) and (9)(d), this section may not be construed to prohibit a person or entity from challenging an impact fee as provided in Subsection 11-36a-701(1) or Subsection 11-36a-703(2)(a) or (2)(c).
 - (b) The filing of a written request for arbitration within the required time in accordance with Subsection (1) tolls all time limitations under Section 11-36a-702 until the day on which the arbitration panel issues a decision.
- (11) The person or entity filing a request for arbitration and the local political subdivision shall equally share all costs of an arbitration proceeding under this section.

Enacted by Chapter 47, 2011 General Session

TOWN OF HIDEOUT, UTAH

Ordinance No. 2020-_____

AN ORDINANCE ADOPTING AN IMPACT FEE FACILITIES PLAN FOR THE TOWN OF HIDEOUT, ESTABLISHING SERVICE AREAS WITHIN THE TOWN OF HIDEOUT, AND ENACTING IMPACT FEES

WHEREAS, on April 5, 2018, the Town of Hideout provided notice of its intent to prepare an Impact Fee Facilities Plan and Impact Fee Analysis as required under Utah Code § 11-36a-501 and 503; and

WHEREAS, Utah Code § 11-36a-102(8)(a) defines an “Impact Fee” as the payment of money imposed upon new Development Activity as a condition of development approval to mitigate the impact of the new development on public infrastructure; and

WHEREAS, Utah Code § 11-36a-102(3) defines “Development Activity” as any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land that creates additional demand and need for public facilities; and

WHEREAS, Utah Code § 11-36a-402 authorizes municipalities to adopt an Impact Fee Enactment which allows the municipality to thereafter impose and collect Impact Fees; and

WHEREAS, the Town of Hideout has caused to be prepared and revised a *Capital Improvements Plan Including Impact Fee Facilities Plan and Impact Fee Analysis* (as revised, the “**Plan**”) prepared by an engineer licensed in the State of Utah (a copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference); and

WHEREAS, the Town Council has previously held hearings to take public comment on prior drafts of the Plan including, without limitation, hearings on May 23, 2019, and December 18, 2019; and

WHEREAS, the Plan contains the analysis required under Utah Code § 11-36a-301 to § 11-36a-306; and

WHEREAS, the Plan, including the executive summary, defines the methodology by which the Impact Fees proposed herein have been calculated and other information required by state law; and

WHEREAS, the Town of Hideout has provided the applicable notices prior to approving the Plan and adopting this Ordinance as required under Utah Code § 11-36a-401, *et seq.*; and

WHEREAS, on August 27, 2020, the Town Council held a public hearing to discuss the Plan and this Ordinance and received public comment regarding both; and

WHEREAS, the Town Council finds good cause for adopting the provisions set forth herein;

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

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

2. Applicability of Act. It is the intent of the Town of Hideout that the assessment and collection of Impact Fees pursuant to this Ordinance be consistent with the terms and provisions of Utah Impact Fees Act, Utah Code § 11-36-101 *et seq.* ("**Act**"). The collection, use, and expenditure of Impact Fees will be according to the terms of this Ordinance and the Act. To the extent the Act contains requirements associated with Impact Fees which are not expressly provided for herein, such terms and provisions of the Act will govern and are hereby incorporated by reference.

3. Impact Fees Facilities Plan Adopted. The Plan, as identified above and attached hereto as **Exhibit A**, together with the Impact Fees Analysis set forth therein, is hereby adopted and approved by the Town of Hideout. The Plan provides the analysis, methodology, and formula used for the calculation of the Impact Fees established and imposed pursuant to this Ordinance.

4. Establishment of Service Areas. Pursuant to Utah Code § 11-36a-402(1)(a), service areas are established within the Town of Hideout as identified and set forth in the Plan attached as **Exhibit A**.

5. Impact Fees Imposed. Pursuant to Utah Code § 11-36a-402(1)(b), Impact Fees are hereby established for the service areas established within the Town of Hideout. The following categories of Impact Fees are hereby established: (a) water; (b) transportation; (c) storm drain; and (d) sewer. The schedule and amount of the Impact

Fees assessed for each service area is set forth in the Executive Summary section of the Plan attached as **Exhibit A**.

6. Collection of Impact Fees. The Town Clerk shall collect the applicable Impact Fees at, or prior to, the time any building permit for any buildable parcel within the Town of Hideout is issued. The appropriate Impact Fee will be determined by the buildable parcel's location with reference to the service areas identified in the Plan attached as **Exhibit A**.

7. Adjustment of Impact Fees by the Town. Pursuant to Utah Code § 11-36a-402(1)(c), the Town may adjust the standard Impact Fee at the time the fee is charged to respond to: (A) unusual circumstances in specific cases; or (B) a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected. The Town will ensure that Impact Fees are imposed fairly.

8. Calculation of Impact Fees on Particular Developments. Pursuant to Utah Code § 11-36a-402(1)(d), the calculation of the Impact Fee for a particular development may be adjusted by the Town based on studies and data submitted by the developer of such development.

9. Impact Fee Credits. Pursuant to Utah Code §§ 11-36a-402(2) and 402(3):

9.1 A developer, including a school district or a charter school, may receive a credit against or proportionate reimbursement of the Impact Fees proposed herein if the developer dedicates land for a system improvement, builds and dedicates some or all of a system improvement, or dedicates a public facility that the Town of Hideout and the developer agree will reduce the need for a system improvement.

9.2 A developer shall receive a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities are system improvements or are dedicated to the public; and offset the need for an identified system improvement.

10. Reimbursements Authorized. Impact Fees collected by the Town may be used to reimburse developers who have previously constructed portions of the

reimbursable public infrastructure identified in the Plan attached as **Exhibit A** pursuant to written agreements between the Town of Hideout and such developers.

11. Repeal of Conflicting Provisions. Any provision of the Town Code addressing Impact Fees which predates or conflicts with this Ordinance is hereby repealed.

12. Clerk to Update Code and Fee Schedule. Immediately after the effective date, the Town Clerk is hereby directed to update the official version of the Town Code and the Town's official Fee Schedule to incorporate the provisions of the Ordinance as applicable.

13. Effective Date. Subject to Utah Code § 11-36a-401(2), this Ordinance will be effective immediately upon passage.

WHEREFORE, Ordinance 2020-_____ has been **Passed** and **Adopted** by the Town of Hideout.

TOWN OF HIDEOUT

Philip Rubin, Mayor

Attest:

Alicia Fairbourne, Town Clerk

EXHIBIT A
IMPACT FEE FACILITIES PLAN

REIMBURSEMENT AGREEMENT

(PUBLIC INFRASTRUCTURE WITHIN THE TOWN OF HIDEOUT)

This *Reimbursement Agreement* (“**Agreement**”) is made this ____ day of _____, 2020, by and between the Town of Hideout, a political subdivision of the State of Utah (“**Town**”), and Mustang Development, LLC, a Utah limited liability company (“**Developer**”). Collectively, the Town and Developer are the “**Parties**” to this Agreement; individually, each is a “**Party**” hereto.

RECITALS

A. Developer is a developer of residential subdivisions within the municipal boundaries of the Town.

B. In connection with its development work, Developer has constructed, or caused to be constructed, certain elements of public infrastructure and improvements within the Town (“**Developer Improvements**”). A portion of the Developer Improvements have been identified in the Impact Fee Study, defined below, as reimbursable system improvements (“**Public Infrastructure**”).

C. The Public Infrastructure includes portions of: (1) a culinary water system; (2) a roadway system; (3) a storm drain system; and (4) a sewer system. The Public Infrastructure are “system improvements” as that term is defined by Utah Code § 11-36a-101, *et seq.* (“**Impact Fee Act**”).

D. The Public Infrastructure have been identified, and are referred to as “system improvement(s),” in that certain *Hideout Town Capital Improvements Plan Including Impact Fee Facilities Plan Impact Fee Analysis* (“**Impact Fee Study**”) prepared by Brent Ventura, a licensed professional engineer with Precision System Engineering and which is dated August 2020. A copy of the Impact Fee Study is attached hereto as **Exhibit A** and incorporated herein by reference.

E. The Impact Fee Study identifies the extent to which the Public Infrastructure has been determined to be reimbursable under state law. The Impact Fee Study also identifies a reasonable amount of financing charges, which are reimbursable under Utah Code § 11-36a-305.

F. Developer is identified as the “Master Developer” in that certain *Master Development Agreement for the Hideout Canyon Master Planned Community*, dated March 11, 2010, and recorded in the office of the Wasatch County Recorder on July 9, 2010, as Entry No. 360737 (“**MDA**”).

G. Developer asserts that it is entitled to reimbursement for some of the costs associated with construction the Public Infrastructure pursuant to Section 12.2 and Section 12.3 of the MDA. The Developer asserts that the Town has breached these obligations by issuing building permits without providing for any such reimbursement and has threatened legal action to recover the amounts to which Developer claims it is entitled. The Town does not concede that it has breached any obligations owed to Developer. However, in order to resolve the dispute regarding Developer’s

claim to reimbursement and to avoid litigation (which the Town believes would be costly, would divert money and resources from other public priorities, and would not in the best interest of the Town's residents), the Developer and the Town are willing to enter into this Agreement.

H. The Town intends to adopt an impact fee plan which will reimburse Developer for a portion of the cost of the Public Infrastructure, on the terms set forth herein, and Developer agrees to accept such reimbursement in full satisfaction of any and all claims which Developer has against the Town related to reimbursement or compensation for Developer's construction of the Public Infrastructure, except as otherwise provided for herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing Recitals are fully incorporated herein and made a part of the Parties' Agreement.

2. Construction of Public Infrastructure. Developer warrants that the portions of the Public Infrastructure it installed were constructed in accordance with Town Code and applicable requirements in place at the time of construction. Developer warrants that installation and construction of such portions of the Public Infrastructure was completed by qualified licensed contractors. The Developer warrants that at the time of completion, the portion of the Public Infrastructure constructed by Developer was free of any defect in design, construction, and materials. At the Town's request, Developer shall provide evidence satisfactory to the Town that all labor, materials, equipment, rental, and other costs incurred in performing the Work have been paid in full and, if necessary, provide releases of all liens, claims, and encumbrances. The Town represents and warrants that it is not aware of defects in the Public Infrastructure installed by Developer.

3. Dedication to the Town. Developer has transferred, or will upon request, transfer and dedicate the Public Infrastructure to the Town free and clear of all liens and encumbrances by executing and delivering to the Town such conveyance or dedication documents as the Town may reasonably require.

4. Development Cost. The estimated total cost of constructing the Public Infrastructure ("**Development Cost**") is identified in the Impact Fee Study attached hereto as **Exhibit A**.

5. Impact Fee Enactment. The Town has, or will, present to the Town Council for its consideration an ordinance enacting an impact fee ("**Impact Fee Enactment**") reflecting the terms and conditions set forth in the Impact Fee Study. This Agreement is expressly conditioned upon the adoption of the Impact Fee Study in the form attached hereto as **Exhibit A**. Unless otherwise agreed to in writing by Developer, the Town shall not make any material changes or modifications to the Impact Fee Study prior to or following the Impact Fee Enactment; provided, however, nothing herein shall prevent the Town from modifying or amending the Impact Fee Study as may be provided by law so long as such modifications and amendments do not materially affect the Town's obligations hereunder or result in any reduction in the dollar amount to be reimbursed to

Developer under the Impact Fee Study. To the extent that additional land is annexed into the Town and that land ties into or requires the use of the Public Infrastructure, a condition of annexation shall be that the annexed land will be subject to the Impact Fee Enactment and required payments pursuant to the Impact Fee Study, including full payment of the Transportation impact fee applicable to other lots and payment of impact fees for Water, Sewer and Storm Drain to be specified by the Town prior to annexation.

6. Reimbursement – Impact Fees. If the Impact Fee Enactment is approved, the Town shall reimburse Developer for a portion of the Development Cost on the following terms:

6.1 Impact Fee Enactment Condition. The Town’s reimbursement of a portion of the Development Cost to Developer shall be made exclusively through the collection of impact fees as provided for in the Impact Fee Study pursuant to the Impact Fee Enactment. Thus, the Town’s obligation to reimburse Developer, subject to all the terms herein, is contingent on the adoption of the Impact Fee Enactment and the scope of the Town’s reimbursement obligation is limited to those impact fees identified in the Impact Fee Study and actually collected by the Town pursuant to the Impact Fee Enactment.

6.2 Collection of Impact Fees. Upon adoption of the Impact Fee Enactment, and after any waiting period applicable under Utah Code § 11-36a-401(2) (unless such waiting period has been waived by and through agreement with the Town), the Town will collect an impact fee in connection with the issuance of each new building permit for development activity within the Town in the amounts identified in the Impact Fee Study and the Impact Fee Enactment. Table 7.1 of the Impact Fee Study identifies impact fee eligible improvement costs, before finance charges, associated with the Public Infrastructure of \$8,901,928.00 (“**Impact Fee Eligible Amount**”). In addition, the parties recognize that certain landowners may also be eligible to receive compensation from the impact fees collected under the Impact Fee Enactment or that such landowners may be eligible for impact fee credits in lieu of paying impact fees based on costs that have been or may be incurred by such landowners in connection with construction of portions of a “Future Shoreline Road,” as identified in the Impact Fee Study. These credits will relate only to the portion of the Impact Fee allocated to the Future Shoreline Road. Table 7.1 of the Impact Fee Study identifies impact fee eligible improvement costs for the “Future Shoreline Road,” which is an amount in addition to the Impact Fee Eligible Amount. In addition, the parties agree that no impact fees will be collected in connection with permits issued to the Town for development activities related to public facilities on land owned by the Town. The amount of the impact fees collected will vary based on the service areas in which the development activity will occur, all as set forth in the Impact Fee Study.

6.3 Reimbursement to Developer. The Town shall deposit all impact fees collected pursuant to the Impact Fee Enactment into a separate account created for the purpose of holding impact fees (“**Impact Fees Account**”). Provided there is no default by the Developer (or affiliated entities) under this Agreement, the Town will, not less than once per calendar quarter, remit to Developer the portion of the impact fees in the Impact Fees Account to which Developer is entitled pursuant to this Agreement, and as provided for in the Impact Fee Study attached hereto as **Exhibit A**. In connection with each disbursement of impact fees pursuant to this Section 6.3, the Town will, at Developer’s request, include a statement showing the

number of permits issued for development activity together with the amount of impact fees collected in connection with the issuance of each such permit. Such reimbursements will continue until the earlier of: (a) the Impact Fee Eligible Amount, plus financing charges as provided in the Impact Fee Study, has been paid to Developer; (b) building permits for all of the residential units identified in the Impact Fee Study have been issued; or (c) forty (40) years have elapsed since the date of this Agreement.

6.4 Administrative Cost. The Town may charge to Developer, and withhold from reimbursements, any actual costs specifically attributable to collection of the impact fee, such as bank account fees, wire transaction fees, postage, etc. Such fees shall not include any overhead or personnel expenses associated with the Town's administrative operations. For any quarter during which any reimbursement is made to the Developer pursuant to this Agreement, the Town will provide to Developer a written summary of all such Administrative Costs on a quarterly basis. Upon written request, the Town will provide a reasonable accounting and back up data, receipts and documents evidencing such costs.

6.5 Impact Fee Credits. In connection with the issuance of permits authorizing development activity on lots or properties within the Town which are subject to collection of any applicable impact fee and as provided for under the Impact Fee Act, Developer may elect to forego the payment of an impact fee. Each such election on Developer's part will act as an irrevocable waiver on Developer's part of the right to reimbursement of the amounts which the Town would have otherwise collected under the Impact Fee Enactment in connection with any such permits.

7. Waiver and Indemnification. The Parties agree to the following terms and conditions regarding release of claims and indemnification:

7.1 Waiver and Release of Claims. If the Town Council adopts the Impact Fee Enactment and approves this Agreement, then upon the effective date of the Impact Fee Enactment Developer will be deemed to have fully and forever waived and released any and all claims or rights for payment, repayment, or reimbursement of the costs incurred by Developer in connection with the construction of the Developer Improvements, including the Public Infrastructure, except for the right to reimbursement of a portion of the Development Cost as expressly provided for under the terms of this Agreement ("**Waiver**"). Without limitation, the Waiver shall be deemed to release all claims or rights for reimbursement for the Developer Improvements, including the Public Infrastructure, existing, or asserted to exist, whether such claims or rights arise under: (a) the MDA; (b) another agreement with the Town; (c) any statute, law, or ordinance; (d) common law; or (e) equity. Except for claims relating to the breach of Developer's warranties made under Section 2 of this Agreement and rights the Town has under the Town Code and State Code Section 10-9a-604.5 regarding construction and dedication of public improvements, the Town releases and waives any claims relating to the construction of the existing Developer Improvements and Public Infrastructure that arose or may arise following dedication to the Town. Despite any finding that the Impact Fee is void, in whole or in part, the waivers in this section shall survive.

7.2 Effect of Acceptance of Reimbursement Payments. Notwithstanding anything in Section 7.1 regarding the time when the Waiver becomes effective, Developer agrees that

Developer's acceptance of any reimbursement payment pursuant to Section 6.3 above shall act as an irrevocable acknowledgement on Developer's part that the Waiver is effective and in full force.

7.3 Prior Permits for Development Activity. The Parties acknowledge and agree that the Town cannot collect impact fees from developers or property owners in connection with permits which were issued for development activity prior to date when the Impact Fee Enactment becomes effective. Further, unless the waiting period has been waived through agreement with the Town, the Town cannot collect impact fees for permits issued during the waiting period provided for under the Impact Fee Act. The Waiver shall be deemed to release all claims or rights which Developer has or may have for reimbursement of amounts which might have been collected by the Town if the Impact Fee Enactment had been adopted previously.

7.4 Exception from Release for Claims Relating to JSSD Bonds. This Agreement shall not operate as a waiver, release, defense, or admission of liability regarding any claim asserted by the Developer regarding the payment of assessments imposed by Jordanelle Special Services District ("JSSD") for the payment of any bonds issued for construction of water and sewer infrastructure.

8. Joint Defense and Indemnification Regarding Legal Challenge. In the event of a challenge to the Impact Fee Enactment or this Agreement, including legal action filed in a court of competent jurisdiction, the Town agrees that it will use commercially reasonable efforts and diligence in defending the Impact Fee Enactment and this Agreement. The Developer agrees that it will use commercially reasonable efforts to join or intervene as an interested party in any such legal action. The Developer and the Town agree to cooperate jointly in the defense of any legal challenge to the Impact Fee Enactment, to the extent allowed by law. Developer agrees to indemnify the Town Parties and hold them harmless from claims for reimbursement or compensation asserted by any developer or "subdeveloper" who claims any right to reimbursement for costs associated with Public Infrastructure.

9. Judicial Determination. If any portion of either this Agreement or the Impact Fee Enactment is determined by a court of competent jurisdiction to be invalid or unenforceable, the Town's obligation to reimburse Developer under Section 6 and its subparts will be nullified to the extent required by such determination. Unless such order by a court of competent jurisdiction so provides, any order invalidating this Agreement or the Impact Fee Enactment, or a portion thereof, shall not affect the validity of any other agreement between the Town and Developer, including without limitation the Master Development Agreement.

10. Acknowledgment of Dispute and Stipulation to Fairness. The Parties acknowledge that Developer has contested certain portions of the Impact Fee Study, and that Developer maintains that its actual costs associated with the Public Infrastructure and financing costs were greater than the amounts identified therein. Nevertheless, as a compromise in order to resolve the Parties' dispute, and subject to all the terms and conditions set forth herein, Developer agrees that the impact fees proposed to be adopted pursuant to the Impact Fee Enactment are fair and reasonable, meet all requirements of law, are valid and binding, and do not violate any statutory or constitutional provisions. Developer agrees not to challenge the Impact Fee Enactment and agrees

to cooperate with the Town in connection with the collection of impact fees provided for under the Impact Fee Enactment, to the extent allowed by law.

11. Master Development Agreement. The parties acknowledge and agree that to the extent that this Agreement and the MDA conflict, the terms of this Agreement shall supersede any obligation under the MDA for the Town to compensate or reimburse Developer for the Developer Improvements or the Public Infrastructure. To the extent that this Agreement and the MDA do not conflict, the parties agree and affirm that the MDA is a valid and enforceable agreement to the extent it is not contrary to any applicable statutory or constitutional provisions. This Section 11 shall become effective when the Waiver identified in Section 7.1 becomes effective.

12. Termination and Revocation of License Agreements. The parties agree that the License Agreements entered into between the Town and Developer for use of property designated as the “Golf Cart Path” and the “Pedestrian Path” may be terminated by Developer if the Town is in default under its obligations under the impact fee ordinance, this Reimbursement Agreement or if the Town otherwise ceases the collection and reimbursement of impact fees to Mustang as required under this Agreement. Likewise, if the Town is unable to reimburse Developer as contemplated herein because any portion of the Impact Fee Enactment is declared to be invalid, then Developer may terminate such License Agreements. However, Grantee shall not be deemed in default under this Agreement, until Grantor has given Grantee written notice of the asserted default and such condition persists for more than thirty (30) days after Grantee’s receipt of such notice (“Cure Period”). If, following the Cure Period, the asserted default is not remedied, Grantor may exercise the remedies provided for hereunder.

13. Miscellaneous Provisions.

13.1 Town Council Approval. The Town Council approved this Agreement at a duly noticed meeting held on August 27, 2020, and at such meeting the Town Council authorized the Town’s mayor to execute the same.

13.2 Governmental Immunity. The Town is a governmental entity under the “Utah Governmental Immunity Act,” Utah Code § 63G-7-101, *et seq.* (“**Immunity Act**”). Nothing herein shall be construed as a waiver of any rights or defenses available under the Immunity Act nor does Town waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. All previous agreements, communications, discussions, and negotiations related to the subject matter hereof will be deemed merged into this Agreement.

13.4 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto. To the fullest extent allowed under law, this Agreement and the waivers and acknowledgements provided for herein, shall also be binding on Developer’s parent entities, entities under common ownership with Developer, and Developer’s subsidiaries.

13.5 Third Party Beneficiaries. This agreement shall not be interpreted or construed to confer any rights or interest upon any third parties.

13.6 Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, or extend in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

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

13.8 Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

13.9 Notice of Breach. Before either Party will be deemed to have breached this Agreement, the non-breaching Party must provide written notice to the breaching Party outlining the alleged breach and the breaching Party will thereafter have twenty (20) days to cure such breach.

13.10 Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

13.11 Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

13.12 Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any Party as the “drafter” of this Agreement.

13.13 Attorneys’ Fees. In the event any action or proceeding is taken or brought by either Party concerning this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys’ fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

13.14 Notice. All notices provided for herein shall be in writing and shall be given by hand delivery, email (if receipt is acknowledged by the other Party), or certified U.S. mail and addressed to the Parties at their respective addresses set forth above or at such other address(es) as may be designated by a Party from time to time in writing.

DEVELOPER

Phone: _____
Email: _____

TOWN
Town of Hideout
Attn: Town Clerk
10860 N. Hideout Trail
Hideout, Utah 84036
Phone: 435-659-4739
Email: clerk@hideoututah.gov

13.15 Time of Essence. Time is the essence of this Agreement.

13.16 Assignment. Developer may assign its right to receive reimbursement of the portion of the Development Cost provided for in this Agreement to a third-party with written notice to the Town.

[End of Agreement. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

TOWN
Town of Hideout

By _____

Phil Rubin, Mayor

Dated: _____

ATTEST:

Alicia Fairbourne, Town Clerk

STATE OF UTAH)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Phil Rubin** and **Alicia Fairbourne**, as the Mayor and Town Clerk, respectively, of the Town of Hideout.

Notary Public

DEVELOPER
Mustang Development, LLC

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF UTAH)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ Mustang Development, LLC.

Notary Public

EXHIBIT A
(Impact Fee Study)

When recorded, mail to:
 JONES WALDO HOLBROOK & McDONOUGH
 Attn: Scott DuBois
 1441 West Ute Blvd, Suite # 330
 Park City, Utah 84098

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into effective the ____ day of _____, 2020 (“Effective Date”), by and between **MUSTANG DEVELOPMENT, LLC**, a Utah limited liability company (as “Grantor”) and **TOWN OF HIDEOUT** a Utah municipality (as “Grantee”). Grantor and Grantee are sometimes referred to individually as a “Party” and other times collectively as the “Parties.”

RECITALS

- A. Grantor owns real property located in Hideout, Utah depicted on Hideout Canyon Lots 16 & 17 residential subdivision plat as New Storm Drain and Public Utility Easement (the “Storm Drain Area”), which is recorded with the Wasatch County Recorder’s Office as Entry #394141.
- B. Grantee is a Utah municipality within the jurisdictional boundaries of which the Storm Drain Area is located.
- C. Grantee desires to use a certain portion of the Storm Drain Area, beginning on Lasso Trail and terminating at the boundary of Grantor’s Wasatch County Parcel No. 00-0020-8186 (“Pedestrian Path”). A diagram depicting the location of the Pedestrian Path is attached as **Exhibit A**.
- D. Grantee desires to utilize the Pedestrian Path for Pedestrian Recreational Use, as that term is defined in this Agreement, and Grantor desires to allow Grantee to utilize the Pedestrian Path for Pedestrian Recreational Use subject to the terms and conditions of this Agreement.
- E. Grantor is willing to grant a license to Grantee for such use for so long as Grantee strictly complies with the terms hereof.

AGREEMENT

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which the Parties do hereby acknowledge, Grantor and Grantee do hereby agree as follows:

- 1. LICENSE.** Subject to the terms hereof, Grantor hereby grants to Grantee a license for the non-exclusive use of the Pedestrian Path for the sole purpose of Pedestrian Recreational Use as that term is defined in this Agreement (the “License”) subject to the terms of this Agreement. The License will be non-revocable except in the event of any non-fulfillment or material breach of the covenants made by Grantee hereunder which remains uncured beyond the Cure Period identified below, in which case this

License may be terminated by Grantor by giving written notice of such termination to Grantee. Upon such a termination, this Agreement shall be of no further force and effect.

2. GRANTEE'S COVENANTS. The grant and continuance of the License by Grantor hereunder is strictly conditioned upon the following terms:

(a) The Pedestrian Path shall be limited to a maximum of nine (9) feet wide. The Pedestrian Path shall be constructed in the mid-point of the Storm Drain Area between Lots 16 and 17. Grantee is permitted to install road base on the Pedestrian Path but shall not use any other materials, unless Grantor provides express written permission.

(b) Pedestrian Recreational Use is defined as use limited to walking or running, snow shoeing, or cross county skiing, but expressly excludes the use of the Pedestrian Path by dogs, bicycles, skateboards, scooters, motor vehicles, horses, sleds, and all other uses not specifically identified as permitted herein.

(c) The License only pertains to the nine (9) foot wide Pedestrian Path, as identified above, and not to any area outside of the Pedestrian Path, including any grass or vegetation area within the Storm Drain Area or to any other property owned by Grantor.

(d) The License extends to all citizens of Grantee but to no other individuals or entities, including but not limited to individuals who reside in adjoining jurisdictional boundaries but outside of the Town of Hideout's jurisdictional boundaries. It is Grantee's sole responsibility to reasonably monitor and control the use of the rights granted under the License and this Agreement and to ensure that it is only being used by its citizens and no other persons and otherwise being used in accordance with the terms, scope, and limitations of this Agreement. This monitoring and control shall include installation of signage by Grantee, subject to Grantor's written approval (not to be unreasonably conditioned, delayed, or withheld), limiting the use of the Pedestrian Path to citizens of Hideout for Pedestrian Recreational Use during the Non-Operational Period only and instructing all citizens to stay strictly on the Pedestrian Path at all times. If Grantee is made aware of improper usage, it will take reasonable steps to ensure compliance with the terms of this Agreement.

(e) Any of Grantor real or personal property that is damaged or destroyed by the use or misuse of the Pedestrian Path, including without limitation, damage to or destruction of vegetation, landscaping, personal property or structures on the Pedestrian Path, the Storm Drain Area, or any other real property owned by Grantor adjacent to the Storm Drain Area, shall be repaired, replaced or restored by Grantee within thirty (30) days of being notified in writing of such damage or destruction by the owners by Grantor. This obligation shall survive any termination of this Agreement.

(f) Grantee shall in no way cause any snow removal equipment or maintenance equipment, if any form, to be placed or utilized on the Pedestrian Path or Storm Drain Area. Grantee agrees to accept the conditions of the Pedestrian Path "as-is" at all times and in all circumstances and weather conditions. For the sake of clarity, except for duties that may exist at common law, Grantor owes no duty to Grantee to maintain the Pedestrian Path in any specific condition. Grantee acknowledges that its use of the Pedestrian Path is at its own risk. Grantor is not responsible to Grantee for any disruption to the Pedestrian Path as the result of any improvements or repairs being undertaken in the Storm Drain Area.

(g) Grantee may install a moveable and non-permanent bench on the far north side of the Storm Drain Area. The exact location of the bench shall be agreed to by Grantor.

3. INDEMNIFICATION. Grantee does hereby agree to indemnify, save and hold harmless Grantor from and against any claims, damage, injury or liability of any kind whatsoever arising out of the use of the License by Grantee or Grantee's invitees, contractors, agents or guests, including the Golf Cart Path, without limitation any claim or lien recorded against Hole #2 Property. This paragraph shall survive any termination of this Agreement. The parties understand that Grantee is a governmental entity and is bound by the terms of the Governmental Immunity Act of Utah (Utah Code §§ 63G-7-101 et seq., as amended) and Grantee does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act of Utah or comparable legislative enactment, including without limitation, the provisions of Utah Code § 63G-7-604 regarding limitation of judgments. Any indemnity or similar obligations incurred by Grantee under this Agreement are expressly limited to the amounts identified in the Governmental Immunity Act of Utah.

4. ENFORCEMENT. Grantee further agrees to use the License only in accordance with all applicable laws, ordinances, rules and regulations in effect from time to time. If either Grantor or Grantee is required to bring legal action to enforce the rights or privileges granted or reserved herein, the prevailing party shall be entitled to recover from the non-prevailing party, reasonable costs of enforcement, including attorney fees and court costs.

5. TERMINATION OR REVOCATION OF LICENSE. The Parties agree that the License granted in this Agreement may be terminated by Grantor if the Grantee is in default under its obligations to Grantor under this Agreement. However, Grantee shall not be deemed in default under this Agreement, until Grantor has given Grantee written notice of the asserted default and such condition persists for more than thirty (30) days after Grantee's receipt of such notice ("Cure Period"). If, following the Cure Period, the asserted default is not remedied, Grantor may exercise the remedies provided for hereunder.

6. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah and the parties hereby agree to submit to the jurisdiction of the courts of the State of Utah for all matters related hereto.

7. AMENDMENT OR WAIVER. This Agreement may be amended only by an instrument in writing signed by both parties. No provision of this Agreement and no obligation of either party under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision or obligation.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties with regard to the subject matter of this Agreement. All terms and conditions contained in any other writings previously executed by the parties and all other discussions, understandings or agreements regarding the subject matter of this Agreement shall be deemed to be superseded by this Agreement.

9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, unless the License is revoked or terminated pursuant to the terms of this Agreement.

10. THRID PARTY BENEFICIARIES. This agreement shall not be interpreted or construed to confer any rights or interest upon any third parties.

11. CONSTRUCTION OF AGREEMENT. The language and all parts of this Agreement shall be in all cases construed simply according to their fair meaning and not strictly for or against either of the parties hereto. Headings at the beginning of sections and subsections of this Agreement are solely for the convenience of the parties and are not part of this Agreement. When required by the context, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; the masculine gender shall include the feminine and neuter genders and vice versa.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and such counterparts shall together constitute but one and the same instrument.

13. SEVERABILITY. Should any provision of this Agreement at any time be in conflict with any law, ruling or regulation, and be unenforceable, then such provision shall continue in effect only to the extent that it remains valid. To the extent it is reasonable under the circumstances, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

14. CONSULTATION WITH ATTORNEY. The Parties acknowledge that this Agreement is a negotiated document, that each party has had the opportunity to consult an attorney of its choosing in connection with the negotiation and execution hereof. The Parties hereby agree that this Agreement, or any provision hereof, shall not be construed more favorably or more harshly against any Party by virtue of that party or its counsel having drafted the Agreement or any provision hereof.

15. FURTHER ASSURANCES. Each Party shall execute and deliver any and all documents that may be reasonably requested by the other Party in order to document and perform fully and properly the provisions of this Agreement.

16. NO PUBLIC DEDICATION. No right or privilege granted under this Agreement, nor use of the License by Grantee, shall be construed as public dedication to any municipality, town, or county, including Grantee and Wasatch County. Grantee expressly disclaims and waives any future claim it may have regarding the equitable or prescriptive acquisition of the Pedestrian Path and any portion of the Storm Drain Area as it relates to the rights granted to Grantee in this Agreement. This paragraph shall survive any termination or revocation of this Agreement.

17. AUTHORITY OF SIGNERS. Any person signing on behalf of a corporation, partnership, trust, estate, limited liability company, or other entity, warrant(s) their authority to do so and to bind said party.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement effective as of
License Agreement, Page 4 of 8

the date first above written as evidenced by their signatures below.

Signature Page Follows

GRANTOR:

MUSTANG DEVELOPMENT, LLC

By: _____
Its: _____

ACKNOWLEDGED:

OUTLAW GOLF CLUB, LLC

By: _____
Its: _____

Address for Notice:

GRANTEE:

TOWN OF HIDEOUT

By: _____
Its: _____

ATTEST:

Town Clerk

Address for Notice:
Town of Hideout
Attn: Town Clerk
10860 N. Hideout Trail
Hideout, Utah 84036

Acknowledgements Follow

Acknowledgements

STATE OF _____)

: ss.

COUNTY OF SUMMIT _____)

On the _____ day of July 2020, personally appeared before me _____, the _____ of Mustang Development, LLC, a Utah limited liability company and signer of the foregoing instrument, who duly acknowledged to me that he was duly authorized to and did execute the same for and on behalf of Mustang Development, LLC.

Notary Public: _____ My commission Expires: _____

STATE OF _____)

: ss.

COUNTY OF SUMMIT _____)

On the _____ day of July 2020, personally appeared before me _____, the _____ of Outlaw Golf Club, LLC, a Utah limited liability company and signer of the foregoing instrument, who duly acknowledged to me that he was duly authorized to and did execute the same for and on behalf of Outlaw Golf Club, LLC.

Notary Public: _____

My commission Expires: _____

STATE OF _____)

: ss.

COUNTY OF _____)

On the _____ day of July 2020, personally appeared before me the _____ of the Town of Hideout, a Utah municipality and signer of the foregoing instrument, who duly acknowledged to me that he/she was duly authorized to and did execute the same for and on behalf of the Town of Hideout.

Notary Public: _____

My commission Expires: _____

Exhibit A

Diagram of Pedestrian Path

When recorded, mail to:
 JONES WALDO HOLBROOK & McDONOUGH
 Attn: Scott DuBois
 1441 West Ute Blvd, Suite # 330
 Park City, Utah 84098

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into effective the ____ day of _____, 2020 (“Effective Date”), by and between **MUSTANG DEVELOPMENT, LLC**, a Utah limited liability company (as “Grantor”) and **TOWN OF HIDEOUT** a Utah municipality (as “Grantee”). Grantor and Grantee are sometimes referred to individually as a “Party” and other times collectively as the “Parties.”

RECITALS

- A. Grantor owns real property located in Hideout, Utah, commonly known as the Outlaw Golf Club, located at 10860 North Hideout Trail, Hideout, Utah 84036 (the “Golf Course”), which includes both parcels of real property upon which Golf Course Hole # 2 is constructed (collectively, “Hole #2 Property”), which are more particularly described on **Exhibit A**.

Wasatch County Parcel Nos. 00-0020-8186; 00-0020-8177

- B. Grantee is a Utah municipality within the jurisdictional boundaries of which the Golf Course and the Hole #2 Property is located.
- C. A certain pre-existing concrete golf cart path exists through a certain portion of the Hole #2 Property, which exists to the north of Golf Course Hole #2 improvements and runs generally in an east/west direction, beginning on Longview Drive and terminating on Lasso Trail (“Golf Cart Path”). An exhibit depicting the location of the Golf Cart Path is attached as **Exhibit B**.
- D. Grantee desires to utilize the Golf Cart Path for Pedestrian Recreational Use, as that term is defined in this Agreement, and Grantor desires to allow Grantee to utilize the Golf Cart Path for Pedestrian Recreational Use subject to the terms and conditions of this Agreement.
- E. Grantor is willing to grant a license to Grantee for such use for so long as Grantee strictly complies with the terms hereof.

AGREEMENT

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which the Parties do hereby acknowledge, Grantor and Grantee do hereby agree as follows:

- 1. LICENSE.** Subject to the terms hereof, Grantor hereby grants to Grantee a license for the non-exclusive use of the Golf Cart Path for the sole purpose of Pedestrian Recreational Use as that term is

License Agreement, Page 1 of 9

defined in this Agreement (the “License”) subject to the terms of this Agreement. The License will be non-revocable except in the event of any non-fulfillment or material breach of the covenants made by Grantee hereunder which remains uncured beyond the Cure Period identified below, in which case this License may be terminated by Grantor by giving written notice of such termination to Grantee. Upon such a termination, this Agreement shall be of no further force and effect.

2. GRANTEE’S COVENANTS AND CONDITIONS OF USE. The grant and continuance of the License by Grantor hereunder is strictly conditioned upon the following terms:

(a) Pedestrian Recreational Use limited to the Golf Cart Path only. As used in this Agreement, “Pedestrian Recreational Use” is defined as use limited to walking or running, snow shoeing, or cross country skiing, but expressly excludes the use of the Golf Cart Path by dogs, bicycles, skateboards, scooters, motor vehicles, horses, snowboards, downhill skis, sleds, and all other uses not specifically identified as permitted herein.

(b) The License only pertains to the concrete portion on the Golf Cart Path, as identified above, and not to any area outside of the Golf Cart Path, including any grass or vegetation area within the Hole #2 Property or to any other portion or golf cart path within the Golf Course. Notwithstanding, Grantor reserves the right to change or alter the location of the Golf Cart Path as part of the regular course of business of the Golf Course without prior notice to or consent from Grantee. In the event of such a change or alteration, the License shall be automatically deemed to apply to the changed or altered location of the Golf Cart Path.

(c) The License shall only be active and permission for the Pedestrian Recreational Use is limited to the time period of the year when the Golf Course is not being operated and open for business as a golf course (“Non-Operational Period”). The Non-Operational Period shall presumptively run annually from November 30 to April 15, but the actual Non-Operation Period will be determined by the actual operation dates of the Golf Course (for example, the Non-Operational Period may end earlier in the event of unseasonably warm conditions).

(d) The License extends to all citizens of Grantee but to no other individuals or entities, including but not limited to individuals who reside in adjoining jurisdictional boundaries but outside of the Town of Hideout’s jurisdictional boundaries. It is Grantee’s sole responsibility to reasonably monitor and control the use of the rights granted under the License and this Agreement and to ensure that it is only being used by its citizens and no other persons and otherwise being used in accordance with the terms, scope, and limitations of this Agreement. This monitoring and control shall include installation of signage by Grantee, subject to Grantor’s written approval (not to be unreasonably conditioned, delayed, or withheld), limiting the use of the Golf Cart Path to citizens of Hideout for Pedestrian Recreational Use during the Non-Operational Period only and instructing all citizens to stay strictly on the Golf Cart Path at all times. If Grantee is made aware of improper usage, it will take reasonable steps to ensure compliance with the terms of this Agreement.

(e) Any of Grantor’s real or personal property that is damaged or destroyed by Grantee’s use of the Golf Cart Path and Hole #2 Property during the Non-Operational Period, including without limitation, damage to or destruction of vegetation, landscaping, personal property or structures on the Golf Cart Path, Hole #2 Property, or the Golf Course, shall be repaired, replaced or restored by Grantee

within thirty (30) days of being notified in writing of such damage or destruction by the owners by Grantor. This obligation shall survive any termination of this Agreement.

(f) Grantee shall in no way cause any snow removal equipment or maintenance equipment, if any form, to be placed or utilized on the Golf Cart Path or Hole #3 Property. Grantee agrees to accept the conditions of the Golf Cart Path “as-is” at all times and in all circumstances and weather conditions. For the sake of clarity, except for duties that may exist at common law, Grantor owes no duty to Grantee to maintain the Golf Cart Path in any specific condition. Grantee acknowledges that its use of the Golf Cart Path is at its own risk.

3. INDEMNIFICATION. Grantee does hereby agree to indemnify, save and hold harmless Grantor from and against any claims, damage, injury or liability of any kind whatsoever arising out of the use of the License by Grantee or Grantee’s invitees, contractors, agents or guests, including the Golf Cart Path, without limitation any claim or lien recorded against Hole #2 Property. This paragraph shall survive any termination of this Agreement. The parties understand that Grantee is a governmental entity and is bound by the terms of the Governmental Immunity Act of Utah (Utah Code §§ 63G-7-101 et seq., as amended) and Grantee does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act of Utah or comparable legislative enactment, including without limitation, the provisions of Utah Code § 63G-7-604 regarding limitation of judgments. Any indemnity or similar obligations incurred by Grantee under this Agreement are expressly limited to the amounts identified in the Governmental Immunity Act of Utah.

4. ENFORCEMENT. Grantee further agrees to use the License only in accordance with all applicable laws, ordinances, rules and regulations in effect from time to time. If either Grantor or Grantee is required to bring legal action to enforce the rights or privileges granted or reserved herein, the prevailing party shall be entitled to recover from the non-prevailing party, reasonable costs of enforcement, including attorney fees and court costs.

5. TERMINATION OR REVOCATION OF LICENSE. The Parties agree that the License granted in this Agreement may be terminated by Grantor if the Grantee is in default under its obligations to Grantor under this Agreement. However, Grantee shall not be deemed in default under this Agreement, until Grantor has given Grantee written notice of the asserted default and such condition persists for more than thirty (30) days after Grantee’s receipt of such notice (“Cure Period”). If, following the Cure Period, the asserted default is not remedied, Grantor may exercise the remedies provided for hereunder.

In addition, the Parties agree that the License granted in this Agreement may be revoked by Grantor or its successors in interest in the event Grantor conveys the Golf Course or the Hole #2 Property to a third party individual or entity and as a result of such conveyance the Hole #2 Property will no longer be operated as part of the Golf Course; provided, however, no transfer or conveyance shall be cause for a termination of this License unless such transfer or conveyance is the result of a bona-fide, arm’s-length transaction involving a third-party which does not own (in whole or in part) Grantor or any affiliate of Grantor, is not owned (in whole or in part) by Grantor or any affiliate of Grantor, is not under common ownership (in whole or in part) with Grantor, or is not otherwise and affiliate of Grantor or any of Grantor’s owners or principals .

6. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah and the parties hereby agree to submit to the jurisdiction of the courts of the State of Utah for all matters related hereto.

7. AMENDMENT OR WAIVER. This Agreement may be amended only by an instrument in writing signed by both parties. No provision of this Agreement and no obligation of either party under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision or obligation.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties with regard to the subject matter of this Agreement. All terms and conditions contained in any other writings previously executed by the parties and all other discussions, understandings or agreements regarding the subject matter of this Agreement shall be deemed to be superseded by this Agreement.

9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, unless the License is revoked or terminated pursuant to the terms of this Agreement.

10. THIRD PARTY BENEFICIARIES. This agreement shall not be interpreted or construed to confer any rights or interest upon any third parties.

11. CONSTRUCTION OF AGREEMENT. The language and all parts of this Agreement shall be in all cases construed simply according to their fair meaning and not strictly for or against either of the parties hereto. Headings at the beginning of sections and subsections of this Agreement are solely for the convenience of the parties and are not part of this Agreement. When required by the context, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; the masculine gender shall include the feminine and neuter genders and vice versa.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and such counterparts shall together constitute but one and the same instrument.

13. SEVERABILITY. Should any provision of this Agreement at any time be in conflict with any law, ruling or regulation, and be unenforceable, then such provision shall continue in effect only to the extent that it remains valid. To the extent it is reasonable under the circumstances, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

14. CONSULTATION WITH ATTORNEY. The Parties acknowledge that this Agreement is a negotiated document, that each party has had the opportunity to consult an attorney of its choosing in connection with the negotiation and execution hereof. The Parties hereby agree that this Agreement, or any provision hereof, shall not be construed more favorably or more harshly against any Party by virtue of that party or its counsel having drafted the Agreement or any provision hereof.

15. FURTHER ASSURANCES. Each Party shall execute and deliver any and all documents that may be reasonably requested by the other Party in order to document and perform fully and properly the provisions of this Agreement.

16. NO PUBLIC DEDICATION. No right or privilege granted under this Agreement, nor use of the License by Grantee, shall be construed as public dedication to any municipality, town, or county, including Grantee and Wasatch County. Grantee expressly disclaims and waives any future claim it may have regarding the equitable or prescriptive acquisition of the Golf Cart Path and any portion of the Hole #2 Property as it relates to the rights granted to Grantee in this Agreement. This paragraph shall survive any termination or revocation of this Agreement.

17. AUTHORITY OF SIGNERS. Any person signing on behalf of a corporation, partnership, trust, estate, limited liability company, or other entity, warrant(s) their authority to do so and to bind said party.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement effective as of the date first above written as evidenced by their signatures below.

Signature Page Follows

GRANTOR:

MUSTANG DEVELOPMENT, LLC

By: _____
Its: _____

Address for Notice:

GRANTEE:

TOWN OF HIDEOUT

By: _____
Its: _____

ATTEST:

Town Clerk

Address for Notice:
Town of Hideout
Attn: Town Clerk
10860 N. Hideout Trail
Hideout, Utah 84036

ACKNOWLEDGED:

OUTLAW GOLF CLUB, LLC

By: _____
Its: _____

Acknowledgements Follow

Acknowledgements

STATE OF _____)

: ss.

COUNTY OF SUMMIT _____)

On the _____ day of July 2020, personally appeared before me _____, the _____ of Mustang Development, LLC, a Utah limited liability company and signer of the foregoing instrument, who duly acknowledged to me that he was duly authorized to and did execute the same for and on behalf of Mustang Development, LLC.

Notary Public: _____

My commission Expires: _____

STATE OF _____)

: ss.

COUNTY OF SUMMIT _____)

On the _____ day of July 2020, personally appeared before me _____, the _____ of Outlaw Golf Club, LLC, a Utah limited liability company and signer of the foregoing instrument, who duly acknowledged to me that he was duly authorized to and did execute the same for and on behalf of Outlaw Golf Club, LLC.

Notary Public: _____

My commission Expires: _____

STATE OF _____)

: ss.

COUNTY OF _____)

On the _____ day of July 2020, personally appeared before me the _____ of the Town of Hideout, a Utah municipality and signer of the foregoing instrument, who duly acknowledged to me that he/she was duly authorized to and did execute the same for and on behalf of the Town of Hideout.

Notary Public: _____

My commission Expires: _____

Exhibit A

Legal Description for Hole #2 Property

Exhibit B
Diagram of Golf Cart Path

**COOPERATIVE EMERGENCY ACCESS
AGREEMENT
BETWEEN UDOT AND
TOWN OF HIDEOUT
MP 7.42, SR-248**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2020 by and between the **UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”)**, an agency of the State of Utah, and **TOWN OF HIDEOUT**, a municipal corporation of the State of Utah, (“**Town**”).

RECITALS

WHEREAS, UDOT owns and is responsible for maintaining SR-248 right-of-way in Wasatch County. The Town, at the request of the Wasatch County Fire District, desires to construct and maintain an emergency access way to **UDOT’s** highway at MP7.42 of SR-248, which is not in compliance with current UDOT highway access standards.

WHEREAS, UDOT is willing to issue an access permit for the ____ emergency access way to connect to the state highway. The conditional access permit will be for a conditional emergency access only ____.

WHEREAS, UDOT is willing to permit the Town to install a gate and any other necessary upgrades to the Town’s road to allow emergency access to the UDOT’s right-of-way on a limited basis in accordance with the terms and conditions of this Agreement.

WHEREAS, Town is willing to pay the cost of parts and labor to construct an emergency access gate and any other necessary upgrades to the ____ emergency access way and the Town, at its cost, is willing to maintain the gate and keep the gate and the street area clean from debris and other hazards.

WHEREAS, this Agreement is made to set forth the Town’s responsibilities for the emergency access.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The Town will pay for the material and labor costs required to build the gate and any other necessary upgrades required by UDOT to limit the emergency access to the state highway as required by the conditional permit and in compliance with Utah Admin. Code R930-6.
2. Upon completion of the access and gate construction, the Town, at its cost, shall

- maintain emergency gates at the entrance to the emergency access way. If emergency gates are removed or damaged in a manner which allows the public to use the emergency access way, UDOT will set concrete barriers at the Town's expense until the access gate is repaired. The Town will promptly pay for the costs within 30 days from the date of the invoice from UDOT. If the Town does not replace or repair the gate within a reasonable time or pay the invoiced costs, UDOT may proceed to revoke the conditional access permit as described in R930-6.
3. This Agreement does not supersede R930-6 and the conditions listed in any permit issued to the Town for the emergency access.
 4. This Agreement may be executed in counterparts by the parties.
 5. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
 6. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and the Town.
 7. This Agreement, together with all exhibits and attachments, the conditional permits, R930-6, and the Cooperative Maintenance Agreement Between UDOT and the Town of Hideout ("**Maintenance Agreement**") constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any prior understandings or representations, whether verbal or written. No subsequent modification or amendments to this Agreement or the Maintenance Agreement will be valid unless in writing and signed by both parties.
 8. Each party represents that it has authority to enter into this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

Town of Hideout a political subdivision of the State of Utah

By: _____

Title: _____

Date: _____

**UTAH DEPARTMENT OF
TRANSPORTATION**

By: _____

Region Director

Date: _____

APPROVED AS TO FORM:

This Form Agreement has been previously approved as to for by the Utah Attorney General's Office

COMPTROLLER OFFICE

By: _____

Contract Administrator

Date: _____

**Cooperative Maintenance Agreement
Between UDOT and the Town of Hideout
SR-248 Access Improvements at MP 7.33 and 7.42**

This Agreement is made and entered into this ____ day of _____, 2020 by and between the **Utah Department of Transportation**, hereafter referred to as “**UDOT**” and the **Town of Hideout**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**Town.**”

Recitals

Whereas, the UDOT owns the right-of-way for state route SR-248, which runs through the Town of Hideout in Wasatch County. The Town wishes to install a public street access and an emergency access that will connect with SR-248 in Wasatch County, Utah as shown in Exhibit A, which is incorporated by reference; and

Whereas, the Town of Hideout wishes to construct both access points substandard to UDOT specifications.

Whereas, the UDOT is willing to permit the installation and maintenance of the improvements shown in Exhibit A (“**Improvements**”) in accordance with the terms and conditions of this Agreement; and

This Agreement sets forth the terms and conditions for the installation and maintenance of Improvements.

Now Therefore, it is agreed by and between the parties hereto as follows:

1. UDOT will grant the Town access for construction of the Improvements on the state right-of-way to the Town on State Route SR-248 at MP 7.33 and MP 7.42, by means of an approved access permit from the UDOT Region Two Permits Department.

2. UDOT will require permittees who are issued an encroachment permit within the right-of-way to restore any UDOT improvements that are damaged during permitted activities to their previous condition or better.
3. The Town shall continue to have access rights to establish and maintain the Town's Improvements, subject to the following terms and conditions.
 - a. No rocks, trees, signs, berms, or other non-moveable objects shall be placed in the "clear zone", and the Town shall maintain AASHTO intersection sight distance as defined by the AASHTO Roadside Design Guide, and no trees, shrubbery, etc. that cause sight problems for highway users will be allowed in the right-of-way.
 - b. The Town shall design and construct the Improvements that avoids or minimizes the impact on utilities. If moving utilities is necessary to minimize or avoid impact to such utilities, they shall be moved at the Town's expense. This Agreement in no way cancels and negates any existing right of public or private utilities, including UDOT, to enter upon said right-of-way to construct, reconstruct, repair or inspect their facilities.
 - c. UDOT reserves the right to use the entire right-of-way along SR-248 for snow storage. UDOT will not be held responsible for damage to the Improvements caused by snow removal operations within the right-of-way.
 - d. The Town shall maintain the Improvements in a manner which is consistent with UDOT's standards, rules, and policies. The Town agrees that it will carry out any reasonable repairs on the Improvements that UDOT believes necessary to protect the right-of-way or for safety reasons.
 - e. The Town, at its own expense, shall maintain the Improvements and shall clear debris buildup in the curb and gutter during construction of the Improvements. In the event that the Improvements affect storm drains or ditches the Town shall maintain the affected storm drains and ditches a minimum of twice a year in April and November.
 - f. Irrigation water shall be kept off the pavement. UDOT will not be held responsible for utility cost associated with landscaping improvements.
 - g. The Town and its designees shall abide by all applicable state and federal laws, rules and regulations pertaining to Safety and Traffic Control particularly, but not limited to, the Manual of Uniform Traffic Control Devices in the construction, maintenance and repair work of the Improvements.
4. UDOT shall remain the owner of the real property on which said Improvements are constructed. If UDOT decides to use such property for transportation purposes, the Town shall remove and/or relocated the Improvements at its own expense, and no reimbursement will be made for the Improvements. Furthermore, if UDOT determines that the Improvements become a hazard, they will be removed at the Town's expense. Notwithstanding the forgoing, public accesses to SR-248 will be allowed to exist at MP 7.33 and MP 7.42 consistent with the current corridor agreement signed by UDOT for the affected portion of SR 248.
5. It is understood that access maintenance and servicing of the Improvements located on the right-of-way shall be the sole responsibility of the Town and will be allowed

- by permit issued by UDOT to the Town and that the Town and its contractor or designee will obtain said permit.
6. The Town shall at all times protect and indemnify and save harmless UDOT from any and all claims, demands, judgements, costs, expenses and all damage of every kind of nature made, rendered, or incurred by or in behalf of any person or corporation whatsoever, in any manner due to arising out of injury to or in death of any person, or damage to property of any person or persons whomsoever, including parties hereto and their employees, or in any damage to property of any person or persons whomsoever, including the parties hereto and their employees, or in any manner arising from or growing out of the Town's construction, maintenance, operation or repair of Improvements, or the failure to properly construct or maintain the same, and from all costs and expenses, including attorneys fees related thereto.
 7. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects.
 8. This Agreement and the Cooperative Emergency Access Agreement between UDOT and the Town of Hideout ("**Access Agreement**") contain the entire agreement between the parties covering the subject matter hereof. No subsequent modification or amendments to this Agreement or the Access Agreement will be valid unless in writing and signed by both parties. This Agreement shall be deemed to be made under and shall be governed by the law of the State of Utah in all respects. The Town shall not assign this Agreement without UDOT's written consent. This Agreement does not create any type of agency relationship, joint venture or partnership between UDOT and the Town. Each party represents that it has the authority to enter into this Agreement.

[END OF AGREEMENT. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Town of Hideout

By: _____ Date_____

Mayor, Phil Rubin

By: _____ Date_____

Title, Additional Official if Required

Utah Department of Transportation

By: _____ Date_____

District Engineer, Eric Chaston

By: _____ Date_____

Traffic Operations Manager, Lisa Zundel

By: _____ Date_____

Region Director, Bryan Adams

By: _____ Date _____

Comptroller's Office

Town of Hideout
Budget Comparison Report
10 General Fund - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

| | <u>Period Actual</u> | <u>YTD Actual</u> |
|--|----------------------|-------------------|
| Net Position | | |
| Assets: | | |
| Current Assets | | |
| Cash and cash equivalents | | |
| 1111 Key Bank (4000) | 18,111 | (49,063) |
| 1112 B & C Roads 5783 @ Key | - | 59,317 |
| 1113 PTIF 5148 B & C Roads | 203 | 261,189 |
| 1114 Key Bank (0993) | - | 577,409 |
| 1116 Zions Bank - City Bldg Acct | - | 1,319 |
| 1117 PTIF 5910 Building Payments | 22 | 28,716 |
| 1120 Xpress Bill Pay Clearing | - | (21,244) |
| 1170 Petty cash | - | 100 |
| 1175 Undeposited receipts | - | 8,393 |
| Total Cash and cash equivalents | 18,336 | 866,136 |
| Receivables | | |
| 1311 Accounts receivable | 9,858 | 158,104 |
| 1341 Due from other governments | 4,686 | 164,975 |
| 1411 Due from other | - | 1,520 |
| Total Receivables | 14,544 | 324,599 |
| Total Current Assets | 32,880 | 1,190,735 |
| Total Assets: | 32,880 | 1,190,735 |
| Liabilities and Fund Equity: | | |
| Liabilities: | | |
| Current liabilities | | |
| 2131 Accounts payable | (26,228) | 21,481 |
| 2211 Accrued wages payable | 582 | 2,002 |
| 2220 Payroll liability clearing | 36 | 420 |
| 2221 Accrued SS, MC, & FWT payable | (2,382) | (3,291) |
| 2222 Accrued state withholding payable | (79) | (5,115) |
| 2223 Accrued state unemployment insurance | 20 | 64 |
| 2306 UT Building permit surcharge | 33 | 1,883 |
| 2307 Security deposits | 30,589 | 148,631 |
| 2307.1 Application Deposits | 500 | 69,200 |
| 2308 Prepaid assessments - water | - | 1,650 |
| 2602 Professional Services Advanced | - | (8,828) |
| Total Current liabilities | 3,071 | 228,097 |
| Deferred inflows | | |
| 2380 Deferred inflows - property taxes | - | 117,198 |
| 2734 All West | - | 16,796 |
| 2735 The Views Development Review | - | (825) |
| Total Deferred inflows | - | 133,169 |
| Long-term liabilities | | |
| 2601 Developer Performance Bonds Held | - | 1,000 |
| 2700 Western Ventures-Deer Springs | 4,943 | 90,970 |
| 2701 Deer Waters Resort | 1,622 | 2,578 |
| 2703 Golden Eagle Phase 1 | 2,315 | 10,856 |
| 2705 Golden Eagle Phase 3 | - | (3,560) |
| 2712 Klaim | 2,817 | 8,662 |
| 2713 Klaim The View at Hideout | - | 765 |
| 2714 New Town Center & Perch The Settlement at Hideo | - | (704) |
| 2715 Perches/Commercial (Golden Eagle) | - | 704 |
| 2716 Plumb Holdings | 250 | 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 | 6,065 | 77,259 |
| 2726 Shoreline Phase 2A | - | 280 |
| 2727 Soaring Hawk Phase 1 Soaring Hawk Subdivision | - | (244) |
| 2729 Soaring Hawk Phase 3 Fox Hollow | - | 2,018 |
| 2730 Soaring Hawk Phase 4 | 278 | 706 |
| 2731 Sunrise | - | 3,180 |
| 2732 Vanden Akker | 2,511 | 51 |
| 2733 Venturi | - | (320) |
| 2800 Deer Waters Performance Bond | - | 263,565 |

Town of Hideout
Budget Comparison Report
10 General Fund - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

| | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| 2801 Creekside | - | (1,000) |
| Total Long-term liabilities | 20,801 | 514,518 |
| Total Liabilities: | 23,872 | 875,784 |
| Equity - Paid In / Contributed | | |
| 2971 Restricted | - | 32,299 |
| 2981 Fund balance | 9,008 | 282,650 |
| Total Equity - Paid In / Contributed | 9,008 | 314,949 |
| Total Liabilities and Fund Equity: | 32,880 | 1,190,733 |
| Total Net Position | - | 2 |

Town of Hideout
Budget Comparison Report
10 General Fund - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

| | Period Actual | YTD Actual | Annual Budget | Over/(Under) | Percentage |
|--|---------------|----------------|----------------|------------------|----------------|
| Change In Net Position | | | | | |
| Revenue: | | | | | |
| Taxes | | | | | |
| 3110 Property taxes - current | - | 119,686 | 122,025 | (2,339) | 98.08% |
| 3120 Prior year property taxes - delinquent | 1,197 | 33,174 | 5,500 | 27,674 | 603.16% |
| 3124 Fee-in-lieu of property taxes | 258 | 10,705 | 1,000 | 9,705 | 1,070.50% |
| 3130 Sales tax | 19,610 | 129,024 | 116,000 | 13,024 | 111.23% |
| 3135 Telecomm Tax Revenue | 152 | 1,786 | - | 1,786 | - |
| 3140 Municipal energy taxes | 3,009 | 45,739 | 40,500 | 5,239 | 112.94% |
| Total Taxes | 24,226 | 340,114 | 285,025 | 55,089 | 119.33% |
| Licenses and permits | | | | | |
| 3210 Business licenses | 150 | 525 | 200 | 325 | 262.50% |
| 3221 Building permits | 21,525 | 348,607 | 394,700 | (46,093) | 88.32% |
| 3229 Subdivision fees | 400 | 6,935 | 35,500 | (28,565) | 19.54% |
| 3230 Professional Services Billed | - | 90 | - | 90 | - |
| Total Licenses and permits | 22,075 | 356,157 | 430,400 | (74,243) | 82.75% |
| Intergovernmental revenue | | | | | |
| 3356 Class C road allotment | - | 52,826 | 72,500 | (19,674) | 72.86% |
| Total Intergovernmental revenue | - | 52,826 | 72,500 | (19,674) | 72.86% |
| Charges for services | | | | | |
| 3490 Other services revenue | - | 200 | - | 200 | - |
| Total Charges for services | - | 200 | - | 200 | - |
| Fines and forfeitures | | | | | |
| 3510 Fines and forfeitures | - | 6,718 | 1,000 | 5,718 | 671.80% |
| Total Fines and forfeitures | - | 6,718 | 1,000 | 5,718 | 671.80% |
| Interest | | | | | |
| 3610 Interest earnings | 226 | 6,408 | 2,000 | 4,408 | 320.40% |
| Total Interest | 226 | 6,408 | 2,000 | 4,408 | 320.40% |
| Miscellaneous revenue | | | | | |
| 3620 Building rental income | - | 100 | - | 100 | - |
| 3690 Other revenue | - | 1,610 | - | 1,610 | - |
| Total Miscellaneous revenue | - | 1,710 | - | 1,710 | - |
| Contributions and transfers | | | | | |
| 3890 General Fund Balance to be Appropriated | - | - | 94,000 | (94,000) | - |
| Total Contributions and transfers | - | - | 94,000 | (94,000) | - |
| Total Revenue: | 46,527 | 764,133 | 884,925 | (120,792) | 86.35% |
| Expenditures: | | | | | |
| General government | | | | | |
| Administrative | | | | | |
| 5001.1 Admin Contract services | 250 | 17,473 | 20,000 | (2,527) | 87.37% |
| 5001.2 Admin Council pay | 242 | 3,260 | 3,600 | (340) | 90.56% |
| 5001.4 Admin Insurance | - | 11,568 | 11,500 | 68 | 100.59% |
| 5001.6 Admin Mileage reimbursement | 56 | 2,683 | 3,000 | (317) | 89.43% |
| 5001.7 Admin Office supplies | 280 | 20,808 | 21,000 | (192) | 99.09% |
| 5001.8 Admin Personnel | 7,472 | 86,091 | 90,000 | (3,909) | 95.66% |
| 5001.9 Admin Public notices | - | 2,641 | 2,500 | 141 | 105.64% |
| 5001.A Admin Security Alarm Monitoring | 80 | 880 | 1,000 | (120) | 88.00% |
| 5003 Admin Benefits | 1 | 11,239 | 23,000 | (11,761) | 48.87% |
| 5004 Admin Other | 236 | 9,840 | 20,000 | (10,160) | 49.20% |
| 5010 Admin Information Technology | 630 | 16,111 | 20,000 | (3,889) | 80.56% |
| 5016 Admin Telephone | 370 | 5,452 | 5,200 | 252 | 104.85% |
| 5017 Admin Training | - | 3,059 | 5,000 | (1,941) | 61.18% |
| 5018 Admin Website | - | 859 | 500 | 359 | 171.80% |
| 5019 Admin Membership | - | 1,642 | 1,200 | 442 | 136.83% |
| 5030 Admin Repairs & maintenance | 847 | 4,229 | 4,200 | 29 | 100.69% |
| 5050 Admin Utilities | 572 | 3,663 | 3,600 | 63 | 101.75% |
| 5069 Miscellaneous | - | (237) | - | (237) | - |
| Total Administrative | 11,036 | 201,261 | 235,300 | (34,039) | 85.53% |
| Professional services | | | | | |
| 5002.1 Accounting | - | 2,710 | 10,000 | (7,290) | 27.10% |
| 5002.2 Legal | - | 73,139 | 90,000 | (16,861) | 81.27% |
| 5002.3 Engineering | - | 72,905 | 80,000 | (7,095) | 91.13% |

Town of Hideout
Budget Comparison Report
10 General Fund - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

Item # 10.

| | Period Actual | YTD Actual | Annual Budget | Over/(Under) | Percentage |
|-------------------------------------|---------------|----------------|----------------|------------------|----------------|
| 5002.4 Building inspection | 20,290 | 184,538 | 195,000 | (10,462) | 94.63% |
| 5002.5 Plan prints | 96 | 1,631 | 7,500 | (5,869) | 21.75% |
| 5002.6 Auditor | - | 10,000 | 10,000 | - | 100.00% |
| Total Professional services | 20,386 | 344,923 | 392,500 | (47,577) | 87.88% |
| Total General government | 31,422 | 546,184 | 627,800 | (81,616) | 87.00% |
| Public Safety | | | | | |
| 5101 Safety Personnel | - | 1,200 | 5,000 | (3,800) | 24.00% |
| 5103 Safety Maintenance | - | 729 | 1,600 | (871) | 45.56% |
| 5104 Safety Gas | - | - | 500 | (500) | - |
| Total Public Safety | - | 1,929 | 7,100 | (5,171) | 27.17% |
| Streets | | | | | |
| 5201 Streets Personnel | 4,201 | 58,934 | 57,000 | 1,934 | 103.39% |
| 5202 Streets Auto maintenance | - | 1,172 | 5,000 | (3,828) | 23.44% |
| 5203 Streets Benefits | - | 613 | 21,000 | (20,387) | 2.92% |
| 5204 Streets Fuel | - | 3,916 | 5,000 | (1,084) | 78.32% |
| 5205 Streets Materials & Supplies | 650 | 10,575 | 5,000 | 5,575 | 211.50% |
| 5208 Streets Repair & maintenance | 194 | 61,059 | 100,500 | (39,441) | 60.76% |
| 5209 Streets Equipment lease | 1,049 | 17,918 | 26,000 | (8,082) | 68.92% |
| 5210 Streets Insurance | - | 1,044 | - | 1,044 | - |
| Total Streets | 6,094 | 155,231 | 219,500 | (64,269) | 70.72% |
| Parks | | | | | |
| 5450 Parks and Recreation | - | 4,000 | 5,000 | (1,000) | 80.00% |
| Total Parks | - | 4,000 | 5,000 | (1,000) | 80.00% |
| Debt service | | | | | |
| 5800 Principal | - | 14,000 | 14,000 | - | 100.00% |
| 5801 Interest | - | 11,525 | 11,525 | - | 100.00% |
| Total Debt service | - | 25,525 | 25,525 | - | 100.00% |
| Total Expenditures: | 37,516 | 732,869 | 884,925 | (152,056) | 82.82% |
| Total Change In Net Position | 9,011 | 31,264 | - | 31,264 | - |

Town of Hideout
Budget Comparison Report
51 Water Fund - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

| | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| Net Position | | |
| Assets: | | |
| Current Assets | | |
| Cash and cash equivalents | | |
| 1111 Key Bank (4000) | (462,110) | 424,196 |
| 1120 Xpress Bill Pay Clearing | 16,902 | 130,406 |
| 1175 Undeposited receipts | - | (2,929) |
| Total Cash and cash equivalents | <u>(445,208)</u> | <u>551,673</u> |
| Receivables | | |
| 1311 Accounts receivable | (9,251) | 391,099 |
| Total Receivables | <u>(9,251)</u> | <u>391,099</u> |
| Total Current Assets | <u>(454,459)</u> | <u>942,772</u> |
| Non-Current Assets | | |
| Capital assets | | |
| Property | | |
| 1610 Water System | - | 2,505,205 |
| 1620 Sewer System | - | 2,421,889 |
| 1630 Storm Drain System | - | 1,728,746 |
| Total Property | <u>-</u> | <u>6,655,840</u> |
| Accumulated depreciation | | |
| 1710 AccDpn Water System | 5,965 | 513,871 |
| 1720 AccDpn Sewer System | 5,766 | 487,403 |
| 1730 AccDpn Storm Drain System | 4,116 | 463,878 |
| Total Accumulated depreciation | <u>15,847</u> | <u>1,465,152</u> |
| Total Capital assets | <u>15,847</u> | <u>5,190,688</u> |
| Total Non-Current Assets | <u>15,847</u> | <u>5,190,688</u> |
| Total Assets: | <u>(470,306)</u> | <u>6,133,460</u> |
| Liabilities and Fund Equity: | | |
| Liabilities: | | |
| Current liabilities | | |
| 2131 Accounts payable | (35,767) | 45,086 |
| 2330 Deposits | - | 7,500 |
| 2422 Sewer impact fees payable | (442,221) | 2,083 |
| Total Current liabilities | <u>(477,988)</u> | <u>54,669</u> |
| Total Liabilities: | <u>(477,988)</u> | <u>54,669</u> |
| Equity - Paid In / Contributed | | |
| 2981 Retained earnings | 7,682 | 6,078,791 |
| Total Equity - Paid In / Contributed | <u>7,682</u> | <u>6,078,791</u> |
| Total Liabilities and Fund Equity: | <u>(470,306)</u> | <u>6,133,460</u> |
| Total Net Position | <u>-</u> | <u>-</u> |

Town of Hideout
Budget Comparison Report
51 Water Fund - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

Item # 10.

| | Period Actual | YTD Actual | Annual Budget | Over/(Under) | Percentage |
|--------------------------------------|---------------|------------------|-----------------|------------------|-----------------|
| Income or Expense | | | | | |
| Income From Operations: | | | | | |
| Operating income | | | | | |
| 5140 Water service | 22,784 | 509,229 | 534,103 | (24,874) | 95.34% |
| 5141 Standby water | (603) | 125,832 | 51,400 | 74,432 | 244.81% |
| 5142 Water reservation fee | (116) | 185,975 | 46,100 | 139,875 | 403.42% |
| 5143 Meter rental | - | 1,392 | - | 1,392 | - |
| 5145 Storm water service | 1,733 | 15,275 | 8,200 | 7,075 | 186.28% |
| 5150 Sewer service | 12,857 | 137,721 | 118,200 | 19,521 | 116.52% |
| 5310 Connection fees | 1,350 | 105,583 | 93,700 | 11,883 | 112.68% |
| 5410 Late penalties and fees | 67 | 839 | - | 839 | - |
| 5490 Other operating income | 12 | 166 | - | 166 | - |
| Total Operating income | 38,084 | 1,082,012 | 851,703 | 230,309 | 127.04% |
| Operating expense | | | | | |
| 6120 Depreciation Expense | 4,116 | 49,393 | 50,000 | (607) | 98.79% |
| 6130 Employee benefits | - | 3,009 | - | 3,009 | - |
| 6140 Engineering | - | 42,001 | 69,247 | (27,246) | 60.65% |
| 6210 Meters | - | 11,632 | 15,000 | (3,368) | 77.55% |
| 6240 Office expenses | - | 1,368 | 37,000 | (35,632) | 3.70% |
| 6250 Operating expenses | 553 | 31,986 | 20,000 | 11,986 | 159.93% |
| 6305 Repairs and Maint - Sewer | 1,250 | 29,984 | 35,000 | (5,016) | 85.67% |
| 6310 Repairs and Maint - Water | 1,480 | 18,745 | 15,000 | 3,745 | 124.97% |
| 6350 Salaries and wages | 11,271 | 142,736 | 147,000 | (4,264) | 97.10% |
| 6355 Benefits | - | - | 36,000 | (36,000) | - |
| 6360 Software and technology | - | 600 | 1,500 | (900) | 40.00% |
| 6390 Utilities | - | 292 | 3,000 | (2,708) | 9.73% |
| 6405 JSSD - Sewer | - | 37,304 | 35,000 | 2,304 | 106.58% |
| 6410 JSSD - Water | - | 221,657 | 250,000 | (28,343) | 88.66% |
| 6412 Water reservation fees | - | 55,332 | 55,000 | 332 | 100.60% |
| 6610 Depreciation Expense | 11,731 | 140,641 | 170,000 | (29,359) | 82.73% |
| Total Operating expense | 30,401 | 786,680 | 938,747 | (152,067) | 83.80% |
| Total Income From Operations: | 7,683 | 295,332 | (87,044) | 382,376 | -339.29% |
| Total Income or Expense | 7,683 | 295,332 | (87,044) | 382,376 | -339.29% |

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> |
|--|----------------------|-------------------|
| Net Position | | |
| Assets: | | |
| Current Assets | | |
| Cash and cash equivalents | | |
| 1111 Key Bank (4000) | 104,931 | 55,867 |
| 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 | - | (21,244) |
| 1170 Petty cash | - | 100 |
| 1175 Undeposited receipts | - | 8,393 |
| Total Cash and cash equivalents | (62,905) | 803,230 |
| Receivables | | |
| 1311 Accounts receivable | 1,085 | 159,189 |
| 1341 Due from other governments | 1,833 | 166,807 |
| 1411 Due from other | - | 1,520 |
| Total Receivables | 2,918 | 327,516 |
| Other current assets | | |
| 1580 Suspense | 928 | 928 |
| Total Other current assets | 928 | 928 |
| Total Current Assets | (59,059) | 1,131,674 |
| Total Assets: | (59,059) | 1,131,674 |
| Liabilities and Fund Equity: | | |
| Liabilities: | | |
| Current liabilities | | |
| 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 | 1,080 | (2,211) |
| 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) |
| Total Current liabilities | 34,466 | 262,563 |
| Deferred inflows | | |
| 2380 Deferred inflows - property taxes | - | 117,198 |
| 2734 All West | 590 | 17,386 |
| 2735 The Views Development Review | - | (825) |
| Total Deferred inflows | 590 | 133,759 |
| Long-term liabilities | | |
| 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 | - |
| Total Long-term liabilities | (166,916) | 347,604 |
| Total Liabilities: | (131,860) | 743,926 |
| Equity - Paid In / Contributed | | |
| 2971 Restricted | - | 32,299 |
| 2981 Fund balance | 72,799 | 355,449 |
| Total Equity - Paid In / Contributed | 72,799 | 387,748 |
| Total Liabilities and Fund Equity: | (59,061) | 1,131,674 |
| Total Net Position | 2 | - |

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 |
|---|----------------|----------------|----------------|----------------|------------------|---------------|
| Change In Net Position | | | | | | |
| Revenue: | | | | | | |
| Taxes | | | | | | |
| 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 | 12,249 | 12,249 | 8,638 | 90,000 | (77,751) | 13.61% |
| 3135 Telecomm Tax Revenue | 17 | 17 | 153 | 1,840 | (1,823) | 0.92% |
| 3137 Franchise Fee Revenue | - | - | 58 | 700 | (700) | - |
| 3140 Municipal energy taxes | 2,886 | 2,886 | 2,308 | 39,300 | (36,414) | 7.34% |
| Total Taxes | 16,570 | 16,570 | 11,283 | 272,020 | (255,450) | 6.09% |
| Licenses and permits | | | | | | |
| 3210 Business licenses | 150 | 150 | - | 300 | (150) | 50.00% |
| 3221 Building permits | 111,766 | 111,766 | 37,964 | 250,000 | (138,234) | 44.71% |
| Total Licenses and permits | 111,916 | 111,916 | 37,964 | 250,300 | (138,384) | 44.71% |
| Intergovernmental revenue | | | | | | |
| 3356 Class C road allotment | - | - | - | 78,000 | (78,000) | - |
| Total Intergovernmental revenue | - | - | - | 78,000 | (78,000) | - |
| Charges for services | | | | | | |
| 3231 Planning & Zoning Fees | - | - | 10,833 | 130,000 | (130,000) | - |
| 3490 Other services revenue | 575 | 575 | 17 | 200 | 375 | 287.50% |
| Total Charges for services | 575 | 575 | 10,850 | 130,200 | (129,625) | 0.44% |
| Fines and forfeitures | | | | | | |
| 3510 Fines and forfeitures | 400 | 400 | 208 | 2,500 | (2,100) | 16.00% |
| Total Fines and forfeitures | 400 | 400 | 208 | 2,500 | (2,100) | 16.00% |
| Interest | | | | | | |
| 3610 Interest earnings | 210 | 210 | 260 | 4,200 | (3,990) | 5.00% |
| Total Interest | 210 | 210 | 260 | 4,200 | (3,990) | 5.00% |
| Miscellaneous revenue | | | | | | |
| 3690 Other revenue | 1,000 | 1,000 | 100 | 1,200 | (200) | 83.33% |
| Total Miscellaneous revenue | 1,000 | 1,000 | 100 | 1,200 | (200) | 83.33% |
| Total Revenue: | 130,671 | 130,671 | 60,665 | 738,420 | (607,749) | 17.70% |
| Expenditures: | | | | | | |
| General government | | | | | | |
| Administrative | | | | | | |
| 5001.1 Admin Contract services | 1,654 | 1,654 | - | 5,000 | (3,346) | 33.08% |
| 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 | 4,300 | 4,300 | 7,917 | 95,000 | (90,700) | 4.53% |
| 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 | 1,774 | 1,774 | 559 | 7,840 | (6,066) | 22.63% |
| 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 | 150 | 150 | 308 | 4,200 | (4,050) | 3.57% |
| 5050 Admin Utilities | 541 | 541 | 369 | 4,000 | (3,459) | 13.53% |
| 5069 Miscellaneous | 1,103 | 1,103 | - | 500 | 603 | 220.60% |
| Total Administrative | 21,408 | 21,408 | 14,851 | 155,365 | (133,957) | 13.78% |
| Professional services | | | | | | |
| 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
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 |
|-------------------------------------|---------------|---------------|----------------|----------------|------------------|------------------|
| 5002.65 Building Plan Review | - | - | 3,750 | 45,000 | (45,000) | - |
| Total Professional services | 26,184 | 26,184 | 32,705 | 332,500 | (306,316) | 7.87% |
| Total General government | 47,592 | 47,592 | 47,556 | 487,865 | (440,273) | 9.76% |
| Public Safety | | | | | | |
| 5101 Safety Personnel | - | - | - | 11,000 | (11,000) | - |
| 5103 Safety Maintenance | 4,414 | 4,414 | - | - | 4,414 | - |
| 5105 Safety Police department | - | - | - | 40,000 | (40,000) | - |
| Total Public Safety | 4,414 | 4,414 | - | 51,000 | (46,586) | 8.65% |
| Streets | | | | | | |
| 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) | - |
| Total Streets | 5,865 | 5,865 | 12,869 | 148,400 | (142,535) | 3.95% |
| Parks | | | | | | |
| 5450 Parks and Recreation | - | - | 417 | 5,000 | (5,000) | - |
| Total Parks | - | - | 417 | 5,000 | (5,000) | - |
| Miscellaneous | | | | | | |
| 5650 Community Development | - | - | 1,250 | 15,000 | (15,000) | - |
| Total Miscellaneous | - | - | 1,250 | 15,000 | (15,000) | - |
| Debt service | | | | | | |
| 5800 Principal | - | - | - | 14,000 | (14,000) | - |
| 5801 Interest | - | - | - | 11,525 | (11,525) | - |
| Total Debt service | - | - | - | 25,525 | (25,525) | - |
| Total Expenditures: | 57,871 | 57,871 | 62,092 | 732,790 | (674,919) | 7.90% |
| Total Change In Net Position | 72,800 | 72,800 | (1,427) | 5,630 | 67,170 | 1,293.07% |

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> |
|---|----------------------|-------------------|
| Net Position | | |
| Assets: | | |
| Current Assets | | |
| Cash and cash equivalents | | |
| 1111 Key Bank (4000) | 90,323 | 514,519 |
| 1120 Xpress Bill Pay Clearing | 17,069 | 147,475 |
| 1175 Undeposited receipts | - | (2,929) |
| Total Cash and cash equivalents | 107,392 | 659,065 |
| Receivables | | |
| 1311 Accounts receivable | 44,903 | 436,002 |
| Total Receivables | 44,903 | 436,002 |
| Total Current Assets | 152,295 | 1,095,067 |
| Non-Current Assets | | |
| Capital assets | | |
| Property | | |
| 1610 Water System | - | 2,505,205 |
| 1620 Sewer System | - | 2,421,889 |
| 1630 Storm Drain System | - | 1,728,746 |
| Total Property | - | 6,655,840 |
| Accumulated depreciation | | |
| 1710 AccDpn Water System | - | 513,871 |
| 1720 AccDpn Sewer System | - | 487,403 |
| 1730 AccDpn Storm Drain System | - | 463,878 |
| Total Accumulated depreciation | - | 1,465,152 |
| Total Capital assets | - | 5,190,688 |
| Total Non-Current Assets | - | 5,190,688 |
| Total Assets: | 152,295 | 6,285,755 |
| Liabilities and Fund Equity: | | |
| Liabilities: | | |
| Current liabilities | | |
| 2131 Accounts payable | 3,537 | 48,623 |
| 2330 Deposits | - | 7,500 |
| 2422 Sewer impact fees payable | 101,660 | 103,743 |
| Total Current liabilities | 105,197 | 159,866 |
| Total Liabilities: | 105,197 | 159,866 |
| Equity - Paid In / Contributed | | |
| 2981 Retained earnings | 47,097 | 6,125,888 |
| Total Equity - Paid In / Contributed | 47,097 | 6,125,888 |
| Total Liabilities and Fund Equity: | 152,294 | 6,285,754 |
| Total Net Position | 1 | 1 |

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 |
|--------------------------------------|---------------|---------------|-----------------|------------------|--------------------|---------------|
| Income or Expense | | | | | | |
| Income From Operations: | | | | | | |
| Operating income | | | | | | |
| 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 | - |
| Total Operating income | 98,709 | 98,709 | 59,857 | 1,125,500 | (1,026,791) | 8.77% |
| Operating expense | | | | | | |
| 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) | - |
| Total Operating expense | 51,615 | 51,615 | 79,836 | 972,475 | (920,860) | 5.31% |
| Total Income From Operations: | 47,094 | 47,094 | (19,979) | 153,025 | (105,931) | 30.78% |
| Total Income or Expense | 47,094 | 47,094 | (19,979) | 153,025 | (105,931) | 30.78% |

**Town of Hideout
Monthly Operational Budget
51 - Water Fund Year 2021**

| | July | August | September | October | November | December | January | February | March | April | May | June | Total |
|--------------------------------------|----------|----------|-----------|----------|----------|----------|----------|----------|---------|--------|----------|---------|-----------|
| Income or Expense | | | | | | | | | | | | | |
| Income From Operations: | | | | | | | | | | | | | |
| Operating income | | | | | | | | | | | | | |
| 5140 - Water service | 40,903 | 40,903 | 35,918 | 35,608 | 33,821 | 34,990 | 37,744 | 34,660 | 105,197 | 69,629 | 37,598 | 52,530 | 559,500 |
| 5141 - Standby water | - | - | - | - | - | - | - | - | - | - | - | 126,300 | 126,300 |
| 5142 - Water reservation fee | - | - | - | - | - | - | - | - | - | - | - | 196,000 | 196,000 |
| 5143 - Meter rental | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 362 | 4,300 |
| 5145 - Storm water service | 1,298 | 1,352 | 1,358 | 1,440 | 1,419 | 1,464 | 1,579 | 1,605 | 1,524 | 1,583 | 1,720 | 1,857 | 18,200 |
| 5150 - Sewer service | 11,673 | 11,911 | 11,936 | 12,342 | 12,465 | 12,705 | 13,220 | 13,336 | 13,048 | 13,295 | 13,592 | 14,176 | 153,700 |
| 5310 - Connection fees | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 5,625 | 67,500 |
| Total Operating income | 59,857 | 60,150 | 55,195 | 55,373 | 53,688 | 55,142 | 58,526 | 55,583 | 125,753 | 90,489 | 58,892 | 396,851 | 1,125,500 |
| Operating expense | | | | | | | | | | | | | |
| 6001.1 - Insurance | 6,500 | - | - | - | - | - | - | - | - | - | - | - | 6,500 |
| 6005 - Accounting and Audit | - | - | - | - | - | 6,500 | - | - | - | - | - | - | 6,500 |
| 6010 - Information Technology | 958 | 958 | 958 | 958 | 958 | 958 | 958 | 958 | 958 | 958 | 958 | 962 | 11,500 |
| 6016 - Telephone | 433 | 433 | 433 | 433 | 433 | 433 | 433 | 433 | 433 | 433 | 433 | 437 | 5,200 |
| 6017 - Training | - | - | 813 | - | - | - | - | - | - | 812 | - | - | 1,625 |
| 6018 - Website | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 56 | 650 |
| 6140 - Engineering | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 4,375 | 52,500 |
| 6150 - Legal | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,667 | 3,663 | 44,000 |
| 6210 - Meters | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,583 | 2,587 | 31,000 |
| 6240 - Office expenses | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 6,000 |
| 6250 - Operating expenses | 3,596 | 142 | - | 143 | 885 | 2,598 | 3,903 | 4,929 | - | 518 | 6,620 | 13,665 | 37,000 |
| 6305 - Repairs and Maint - Sewer | 170 | 3,684 | 3,709 | - | 1,051 | 11,789 | 1,151 | 751 | 1,219 | 926 | 2,828 | 3,923 | 31,200 |
| 6310 - Repairs and Maint - Water | 7,574 | 5,487 | 7,330 | 18,944 | 5,676 | - | 14,902 | 2,567 | 9,982 | - | 16,238 | - | 88,700 |
| 6350 - Salaries and wages | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 210,000 |
| 6355 - Benefits | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,333 | 2,337 | 28,000 |
| 6360 - Software and technology | 176 | - | - | 176 | - | 311 | - | - | - | 176 | 762 | - | 1,600 |
| 6390 - Utilities | 67 | 689 | - | - | 63 | 63 | 63 | - | 629 | 774 | 653 | - | 3,000 |
| 6405 - JSSD - Sewer | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,867 | 3,863 | 46,400 |
| 6410 - JSSD - Water | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,483 | 25,487 | 305,800 |
| 6412 - Water reservation fees | - | - | - | - | - | - | 55,300 | - | - | - | - | - | 55,300 |
| Total Operating expense | 79,836 | 71,755 | 73,605 | 81,016 | 69,428 | 83,013 | 137,072 | 70,000 | 73,583 | 64,959 | 88,854 | 79,355 | 972,475 |
| Total Income From Operations: | (19,978) | (11,606) | (18,410) | (25,643) | (15,740) | (27,870) | (78,546) | (14,417) | 52,169 | 25,530 | (29,962) | 317,496 | 153,025 |
| Non-Operating Items: | | | | | | | | | | | | | |
| Non-operating income | | | | | | | | | | | | | |
| Total Non-operating income | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Non-Operating Items: | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Income or Expense | (19,978) | (11,606) | (18,410) | (25,643) | (15,740) | (27,870) | (78,546) | (14,417) | 52,169 | 25,530 | (29,962) | 317,496 | 153,025 |

**Town of Hideout
Monthly Operational Budget
10 - General Fund Year 2021**

| | July | August | September | October | November | December | January | February | March | April | May | June | Total |
|--|--------|--------|-----------|---------|----------|----------|---------|----------|--------|--------|--------|--------|---------|
| Change In Net Position | | | | | | | | | | | | | |
| Revenue: | | | | | | | | | | | | | |
| Taxes | | | | | | | | | | | | | |
| 3110 - Property taxes - current | - | 2 | - | - | 17,018 | 91,451 | 21,101 | 1,787 | - | - | - | 122 | 131,480 |
| 3120 - Prior year property taxes - delin | - | 3,957 | 196 | - | - | 339 | 105 | 1,539 | 1,364 | - | - | - | 7,500 |
| 3124 - Fee-in-lieu of property taxes | 126 | 160 | 88 | 101 | 177 | 114 | 148 | 111 | 52 | - | 123 | - | 1,200 |
| 3130 - Sales tax | 8,638 | 7,923 | 7,655 | 8,269 | 7,834 | 8,006 | 10,009 | 8,335 | 6,555 | 9,108 | - | 7,669 | 90,000 |
| 3135 - Telecomm Tax Revenue | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 157 | 1,840 |
| 3137 - Franchise Fee Revenue | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 62 | 700 |
| 3140 - Municipal energy taxes | 2,308 | 2,719 | 2,931 | 2,409 | 2,051 | 2,870 | 4,067 | 4,929 | 4,429 | 4,420 | 3,468 | 2,698 | 39,300 |
| Total Taxes | 11,283 | 14,972 | 11,082 | 10,990 | 27,290 | 102,991 | 35,640 | 16,912 | 12,611 | 13,739 | 3,801 | 10,708 | 272,020 |
| Licenses and permits | | | | | | | | | | | | | |
| 3210 - Business licenses | - | - | - | - | - | 43 | 43 | 86 | - | 43 | - | 86 | 300 |
| 3221 - Building permits | 37,964 | 38,298 | 6,782 | 18,993 | 26,286 | 6,200 | 28,168 | 10,966 | 19,888 | 34,185 | 6,834 | 15,436 | 250,000 |
| Total Licenses and permits | 37,964 | 38,298 | 6,782 | 18,993 | 26,286 | 6,243 | 28,211 | 11,052 | 19,888 | 34,228 | 6,834 | 15,522 | 250,300 |
| Intergovernmental revenue | | | | | | | | | | | | | |
| 3356 - Class C road allotment | - | 9,253 | - | 14,907 | - | 13,895 | - | 12,179 | - | 12,182 | - | 15,584 | 78,000 |
| Total Intergovernmental revenue | - | 9,253 | - | 14,907 | - | 13,895 | - | 12,179 | - | 12,182 | - | 15,584 | 78,000 |
| Charges for services | | | | | | | | | | | | | |
| 3231 - Planning & Zoning Fees | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,833 | 10,837 | 130,000 |
| 3490 - Other services revenue | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 13 | 200 |
| Total Charges for services | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 10,850 | 130,200 |
| Fines and forfeitures | | | | | | | | | | | | | |
| 3510 - Fines and forfeitures | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 212 | 2,500 |
| Total Fines and forfeitures | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 212 | 2,500 |
| Interest | | | | | | | | | | | | | |
| 3610 - Interest earnings | 260 | 274 | 283 | 309 | 314 | 343 | 362 | 349 | 396 | 504 | 406 | 401 | 4,200 |
| Total Interest | 260 | 274 | 283 | 309 | 314 | 343 | 362 | 349 | 396 | 504 | 406 | 401 | 4,200 |
| Miscellaneous revenue | | | | | | | | | | | | | |
| 3690 - Other revenue | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Total Miscellaneous revenue | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Contributions and transfers | | | | | | | | | | | | | |
| Total Contributions and transfers | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Revenue: | 60,665 | 73,955 | 29,305 | 56,357 | 65,048 | 134,629 | 75,371 | 51,649 | 44,053 | 71,811 | 22,199 | 53,377 | 738,420 |
| Expenditures: | | | | | | | | | | | | | |
| General government | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | |
| 5001.1 - Admin Contract services | - | - | - | - | 62 | - | 124 | 93 | 276 | 3,421 | 330 | 694 | 5,000 |
| 5001.2 - Admin Council pay | 639 | 836 | - | 49 | 307 | 197 | 541 | 147 | 246 | - | 442 | 197 | 3,600 |
| 5001.4 - Admin Insurance | 2,500 | - | - | - | - | - | - | - | - | - | - | - | 2,500 |
| 5001.6 - Admin Mileage reimburseme | 104 | 651 | 30 | 108 | - | 79 | 33 | 60 | 333 | 802 | 82 | 217 | 2,500 |
| 5001.7 - Admin Office supplies | 244 | 177 | - | 126 | 557 | 6 | 230 | 1,025 | 18 | 15 | 296 | 305 | 3,000 |
| 5001.8 - Admin Personnel | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,917 | 7,913 | 95,000 |
| 5001.9 - Admin Public notices | 28 | 29 | - | 243 | 82 | 138 | 245 | 433 | 145 | 169 | 1,097 | 892 | 3,500 |
| 5001.A - Admin Security Alarm Monit | 65 | 65 | 415 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | - | - | 1,000 |
| 5003 - Admin Benefits | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 1,375 | 16,500 |
| 5004 - Admin Other | - | - | - | - | - | 1,000 | - | - | - | - | - | - | 1,000 |
| 5010 - Admin Information Technology | 559 | 543 | 432 | 432 | 711 | 631 | 2,038 | 603 | 480 | 444 | 444 | 523 | 7,840 |
| 5016 - Admin Telephone | 187 | 232 | 86 | 165 | 226 | 226 | 312 | 141 | 369 | 410 | 86 | 360 | 2,800 |
| 5017 - Admin Training | 138 | 196 | - | 143 | - | - | 184 | - | - | 191 | 23 | - | 875 |
| 5018 - Admin Website | 337 | 13 | - | - | - | - | - | - | - | - | - | - | 350 |

**Town of Hideout
Monthly Operational Budget
10 - General Fund Year 2021**

| | July | August | September | October | November | December | January | February | March | April | May | June | Total |
|-------------------------------------|---------|--------|-----------|---------|----------|----------|----------|----------|----------|--------|----------|---------|---------|
| 5019 - Admin Membership | 81 | - | - | - | - | 393 | - | 20 | - | 81 | 626 | - | 1,200 |
| 5030 - Admin Repairs & maintenance | 308 | 247 | 1,541 | 282 | - | 317 | - | 108 | 582 | - | 187 | 630 | 4,200 |
| 5050 - Admin Utilities | 369 | 347 | 328 | 327 | 288 | 289 | 522 | 476 | 206 | 358 | 444 | 47 | 4,000 |
| 5069 - Miscellaneous | - | - | - | - | - | - | - | - | - | - | - | 500 | 500 |
| Total Administrative | 14,851 | 12,628 | 12,123 | 11,231 | 11,591 | 12,633 | 13,585 | 12,463 | 12,011 | 15,248 | 13,348 | 13,653 | 155,366 |
| Professional services | | | | | | | | | | | | | |
| 5002.1 - Accounting | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 288 | 3,500 |
| 5002.2 - Legal | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,333 | 5,337 | 64,000 |
| 5002.3 - Engineering | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,458 | 1,462 | 17,500 |
| 5002.4 - Building inspection | 15,414 | 15,417 | 16,671 | 10,417 | 5,000 | 5,000 | 5,000 | 10,417 | 10,417 | 10,417 | 10,417 | 10,413 | 125,000 |
| 5002.5 - Plan prints | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 212 | 2,500 |
| 5002.50 - Engineering DRC Review | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 45,000 |
| 5002.60 - Planning | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 30,000 |
| 5002.65 - Building Plan Review | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 45,000 |
| Total Professional services | 32,705 | 32,708 | 33,962 | 27,708 | 22,291 | 22,291 | 22,291 | 27,708 | 27,708 | 27,708 | 27,708 | 27,712 | 332,500 |
| Non-Departmental | | | | | | | | | | | | | |
| Total Non-Departmental | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total General government | 47,556 | 45,336 | 46,085 | 38,939 | 33,882 | 34,924 | 35,876 | 40,171 | 39,719 | 42,956 | 41,056 | 41,365 | 487,866 |
| Public Safety | | | | | | | | | | | | | |
| 5101 - Safety Personnel | - | - | - | - | - | - | 11,000 | - | - | - | - | - | 11,000 |
| 5105 - Safety Police department | - | - | - | - | - | - | 40,000 | - | - | - | - | - | 40,000 |
| Total Public Safety | - | - | - | - | - | - | 51,000 | - | - | - | - | - | 51,000 |
| Streets | | | | | | | | | | | | | |
| 5201 - Streets Personnel | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,163 | 50,000 |
| 5202 - Streets Auto maintenance | - | 467 | - | - | - | 1,422 | - | 249 | 363 | - | - | - | 2,500 |
| 5203 - Streets Benefits | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 5,400 |
| 5204 - Streets Fuel | 168 | 76 | - | 210 | 270 | 404 | 454 | 1,015 | 1,098 | 362 | 195 | 246 | 4,500 |
| 5205 - Streets Materials & Supplies | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 12,000 |
| 5208 - Streets Repair & maintenance | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,163 | 50,000 |
| 5209 - Streets Equipment lease | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,917 | 1,913 | 23,000 |
| 5210 - Streets Insurance | 1,000 | - | - | - | - | - | - | - | - | - | - | - | 1,000 |
| Total Streets | 12,869 | 12,244 | 11,701 | 11,911 | 11,971 | 13,527 | 12,155 | 12,965 | 13,161 | 12,063 | 11,896 | 11,935 | 148,400 |
| Parks | | | | | | | | | | | | | |
| 5450 - Parks and Recreation | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 413 | 5,000 |
| Total Parks | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 413 | 5,000 |
| Miscellaneous | | | | | | | | | | | | | |
| 5650 - Community Development | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 15,000 |
| Total Miscellaneous | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 15,000 |
| Debt service | | | | | | | | | | | | | |
| 5800 - Principal | - | - | 14,000 | - | - | - | - | - | - | - | - | - | 14,000 |
| 5801 - Interest | - | - | 11,491 | - | - | - | - | - | - | - | 34 | - | 11,525 |
| Total Debt service | - | - | 25,491 | - | - | - | - | - | - | - | 34 | - | 25,525 |
| Transfers | | | | | | | | | | | | | |
| Total Transfers | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Expenditures: | 62,093 | 59,247 | 84,944 | 52,518 | 47,520 | 50,118 | 100,698 | 54,803 | 54,547 | 56,687 | 54,653 | 54,963 | 732,790 |
| Total Change In Net Position | (1,428) | 14,708 | (55,639) | 3,839 | 17,528 | 84,512 | (25,327) | (3,154) | (10,495) | 15,125 | (32,453) | (1,586) | 5,630 |