

HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING AND PUBLIC HEARING

November 14, 2024 Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its Regular Meeting electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, November 14, 2024.

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

Interested parties may join by dialing in as follows:

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

To join by telephone dial: US: +1 408 638 0986 **Meeting ID:** 435 659 4739

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

Regular Meeting and Public Hearing 6:00 PM

I. Call to Order

II. Roll Call

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

IV. PUBLIC HEARING

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

V. Agenda Items

- 1. Consideration to authorize the Mayor to enter into an amendment to the MIDA Interlocal
 Agreement which will allow for certain sales taxes to be paid into the Municipal Services
 Fund
- 2. <u>Consideration of a possible approval of Resolution 2024-R-XX adopting the Engineering Standard Specifications and Drawings Manual</u>
- 3. <u>Consideration of an approval of an amendment to the Interlocal Agreement with Heber Valley Animal Services</u>
- 4. Consideration of authorizing Town Treasurer Jami Heiner access to the Town's Public Treasurer's Investment Fund (PTIF) account
- 5. Discussion of an Ordinance regarding updates related to subdivision procedures pursuant to Senate Bill 174 (2023) and House Bill 476 (2024), including technical corrections, and amendments to Hideout Municipal Code Titles 3, 8, 9, 10, 11, 12, and 13
- 6. Consideration of authorizing the Mayor to enter into a professional services agreement with Latham Excavation & Services, LLC

VI. Committee Updates

- 1. Planning Commission Planning Chair Tony Matyszczyk
- 2. Community Engagement Committee Committee Chair Valeree Roper
- 3. Economic Development Committee Council Member Severini

- 4. Design Review Committee Town Planner Thomas Eddington
- 5. Parks, Open Space and Trails (POST) Committee Council Member Baier
- 6. Transportation Committee *Council Member Haselton*

VII. Approval of Council Minutes

- 1. October 10, 2024 Town Council Meeting Minutes DRAFT
- 2. November 2, 2024 Special Town Council Meeting Minutes DRAFT
- VIII. Follow up of Items from Approved Minutes
- IX. Closed Executive Session Discussion of pending or reasonably imminent litigation, personnel matters, deployment of security personnel, devices or systems, and/or sale or acquisition of real property as needed
- X. Meeting Adjournment

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

HIDEOUT TOWN COUNCIL

10860 N. Hideout Trail Hideout, UT 84036 Phone: 435-659-4739

Posted 11/13/2024

File Attachments for Item:

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



Staff Review of Proposed Subdivision Amendment (Lot Combination) for the Town Council

To: Mayor Philip Rubin

Town Council

From: Thomas Eddington Jr., AICP, ASLA

Town Planner

Re: Soaring Hawk – Lots 65 and 66 Combination

Date: November 14, 2024

Submittals: The Applicant submitted the following plans:

Subdivision Amendment Application dated August 22, 2024

Proposed Subdivision Plat October 3, 2024

Overview of Current Site Conditions

Site Area: Lot Size for Lot 65: 0.25 acres

Lot Size for Lot 66: 0.22 acres

Total Size of

Proposed Lot 66A: 0.47 acres (per plat and 0.46 acres per subdivision)

Zoning: Resort Specially Planned Area (RSPA) and within a Resort Village High

Density "Pod" (RVHD)

Required Setbacks: "Not applicable" - none per the Former Town Zoning Ordinance; the

HOA DRC reviews setbacks

Per the Plat:

6'-0" Public Utility Easement along all property lines

Max Height: The RSPA Zoning District does not have building heights specifically

referenced, however the RVHD "Pod" allows for buildings up to eight (8)

stories tall. By comparison purposes, the height allowance in the

Residential Single Family (RSF) zoning district, the most applicable zoning district for single-family structures in that neighborhood type is 35'-0".

Aerial Image of Site



Planning Overview

The Applicant is proposing to combine two lots (Lots 65 and 66) to create a single lot (approximately a half-acre total). There are no existing structures located on either existing Lot 65 or Lot 66. The proposal to combine the two lots will provide a larger property – free of lot lines – for the homeowners. Lot combinations are allowed per the Hideout Town Code. There is no maximum size lot permitted in the RSPA Zoning District – Resort Village High Density "Pod" (RVHD)

Staff recommends the following conditions for the lot combination approval:

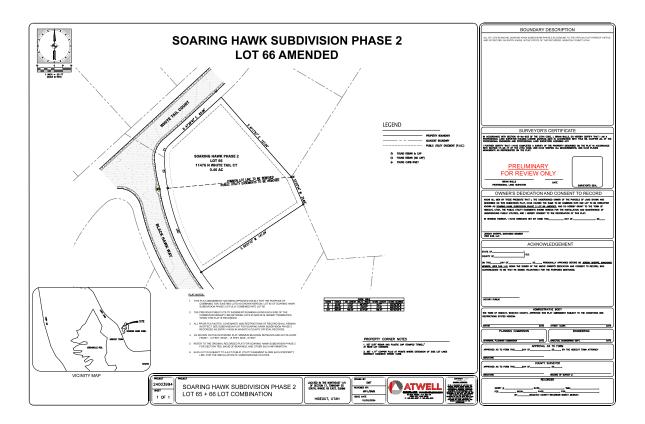
- 1. The maximum house size (square feet) can be increased up to 125% of what is allowed on existing Lot 65. This is limited by the Master HOA.
- 2. The Soaring Hawk Phase 2 Subdivision was recorded on July 16, 2015, and includes a Plat Note that each lot line is subject to a minimum 6'-0" public utility easement - essentially creating a 6'-0" front, sides, and rear yard setback. With a larger lot proposed, definitive setbacks should be included on the lot. Staff recommends: 20'-0" front yard setback, 15'-0" side yard setbacks, and a 20'-0" rear yard setback.
- 3. These existing lots, Lot 65 and Lot 66, are on the corner of Blackhawk Way and Whitetail Court. Only one curb cut for a single driveway should be permitted and it should be located as far as possible from the intersection.

- 4. No additional parking pads or areas for storage are permitted on the newly proposed Lot 66A.
- 5. No accessory structures are permitted beyond what is currently allowed by the Town and the HOA.
- 6. The Applicant must adhere to all requirements of the Master HOA, including Design Review Committee (DRC) requirements.
- 7. The existing topography and native vegetation must remain undisturbed except for any area proposed for the construction of the primary dwelling unit.
- 8. The Applicant, in conjunction with the Town Staff, must verify that no utility lines exist in the Public Utility Easement (PUE) that currently separates Lot 65 and Lot 66 (6'-0" on either side of lot line for a total width of 12'-0" wide). If utilities currently exist, the PUE must remain in place. If no utilities currently exist, the PUE may be abandoned in coordination with the Town Engineer and the HOA.

Recommendation

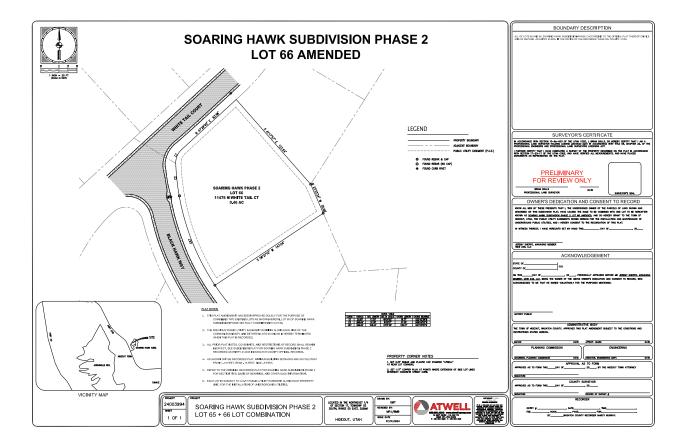
At the October 17, 2024 Planning Commission meeting, the Planning Commissioners voted to favorably recommend this lot combination. Staff recommends the Town Council review the proposed Subdivision Amendment to combine two lots into one larger lot and consider approving the proposal with the conditions outlined in this report and those of the Town Engineer.

Exhibit A Existing Conditions



^{*} Note: the acreage illustrated for existing Lot 66 is incorrect and will be corrected prior to final approval. Existing Lot 66 is 0.22 acres in size.

Exhibit B Proposed Lot Combination



Resolution 2024-R-

AN RESOLUTION APPROVING A SUBDIVISION AMENDMENT FOR LOTS 65 AND 66 IN THE SOARING HAWK (PHASE 2) SUBDIVISION LOCATED IN HIDEOUT, UTAH

WHEREAS, owners of the property known as Lots 65 and 66 in the Soaring Hawk (Phase 2) Subdivision, located in Hideout, Utah, have petitioned the Town Council for approval of a subdivision amendment; and

WHEREAS, legal notice of the public hearing was published on the Town of Hideout's website according to the requirements of the Utah State Code; and

WHEREAS, the Planning Commission held a public hearing on October 17, 2024 to receive input on the proposed subdivision amendment for a lot combination; and

WHEREAS, the Planning Commission, on October 17, 2024 conducted a public hearing and forwarded a positive recommendation to the Town Council; and

WHEREAS, on November 14, 2024 the Town Council held a public hearing on the subdivision amendment; and

WHEREAS, it is in the best interest of Hideout, Utah to approve the lot combination for Lots 65 and 66 in the Soaring Hawk (Phase 2) Subdivision in that this subdivision amendment is intended to comply with the Hideout Municipal Code, the 2010 Master Development Agreement (MDA), and the Technical Reports prepared by the Town Staff as well as all other recorded agreements.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The subdivision plats illustrating the lot combination as shown in Exhibits A and B is approved subject to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

- 1. Soaring Hawk Phase 2 Subdivision was recorded on July 16, 2015.
- 2. Soaring Hawk Phase 2 Subdivision, was comprised of 60 lots (Lots 48 108) at time of recordation and includes 23.49 acres.
- 3. The property is located within the Town of Hideout, alongside and east of SR248.
- 4. Zoning for the property is RSPA Resort Specially Planned Area.
- 5. The combined two lots (Lot 65 and 66) will create a single lot, new Lot 66A (0.46 acres total).
- 6. The Town of Hideout entered into a Master Development Agreement (MDA) with the developer on March 11, 2010.
- 7. All existing and required easements will be shown on the plat prior to recordation, including utilities, storm drainage, access, trails, snow storage, etc.
- 8. No changes are proposed to the existing road alignment or uses associated with this plat.

Conclusions of Law

- 1. The subdivision amendment, as conditioned, complies with Hideout Municipal Code.
- 2. The subdivision amendment as conditioned, is consistent with the applicable State law

- regarding subdivision plats.
- 3. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision amendment as conditioned.
- 4. Approval of the subdivision amendment, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Hideout.
- 5. If the Applicant requests an an extension for the subdivision amendment, the Hideout Municipal Code requires that these submittals "satisfy[ies] any new Town requirements pertaining to the public health, safety and welfare."

Conditions of Approval

- 1. The Town Attorney, Town Planner and Town Engineer will review and approve the final form and content of the subdivision amendment for compliance with State law, the Hideout Municipal Code, the Master Development Agreement and these conditions of approval, prior to recordation of the plat.
- The applicant will record the subdivision amendment at Wasatch County within six (6) months from the date of Town Council approval. If recordation has not occurred within six (6) months' time, this approval for the plat will be void unless a written request for an extension is submitted to the Town prior to the expiration date and the Town Council grants an extension.
- 3. Non-exclusive public utility easements shall be indicated on the plats prior to recordation as approved by the Town Engineer and JSSD and consistent with the utility plan, including drainage easements.
- 4. The maximum house size (square feet) for a future housing unit can be increased up to 125% of what is allowed on existing Lot 65.
- 5. The Soaring Hawk Phase 2 Subdivision was recorded on July 16, 2015, and includes a Plat Note that each lot line is subject to a minimum 6'-0" public utility easement. These easements will remain in place.
- 6. With a larger lot proposed, definitive setbacks are required: 20'-0" front yard setback, 15'-0" side yard setbacks (each), and a 20'-0" rear yard setback.
- 7. The new Lot 66A is limited to a single curb-cut for a driveway and it should be located as far as possible from the intersection of Blackhawk Way and Whitetail Court.
- 8. No additional parking pads or areas for storage are permitted on new Lot 66A.
- 9. No accessory structures are permitted beyond what is currently allowed by the Town and the HOA.
- 10. The Applicant must adhere to all requirements of the Master HOA, including Design Review Committee (DRC) requirements.
- 11. The existing topography and native vegetation must remain undisturbed except for any area proposed for the construction of the primary dwelling unit.
- 12. The Applicant, in conjunction with the Town Staff, must verify that no utility lines exist in the Public Utility Easement (PUE) that currently separates Lot 65 and Lot 66 (6'-0" on either side of lot line for a total width of 12'-0" wide). If utilities currently exist, the PUE must remain in place. If no utilities currently exist, the PUE may be abandoned in coordination with the Town Engineer and the HOA.
- 13. The Applicant must adhere to all requirements of the Master HOA, including Design Review Committee (DRC) requirements.
- 14. The Town must verify that no utility lines exist in the Public Utility Easement (PUE) that currently separates Lot 65 and 66 (6'-0" on either side of lot line for a total width of 12'-0" wide). If utilities currently exist, the PUE must remain in place. If no utilities currently exist, the PUE may be abandoned in coordination with the Town Engineer and HOA.
- 15. The Applicant agrees to complete subdivision construction permit, pay all required fees and post all required bonds before starting construction.

- 16. The final plat (mylar) is subject to review may require additional notes and corrections.
- 17. The exact language of the plat notes shall be finalized by the Town Attorney, Town Planner and Town Engineer as necessary to implement these conditions of approval and applicable provisions of the Hideout Municipal Code or State Code prior to Mylar signatures by the Town.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon publication.

PASSED AND ADOPTED this 14^{th} day of I	November, 2024
	TOWN OF HIDEOUT
	Phil Rubin, Mayor
ATTEST:	
Alicia Fairbourne, Recorder for Hideout	

Exhibit A

Existing Conditions

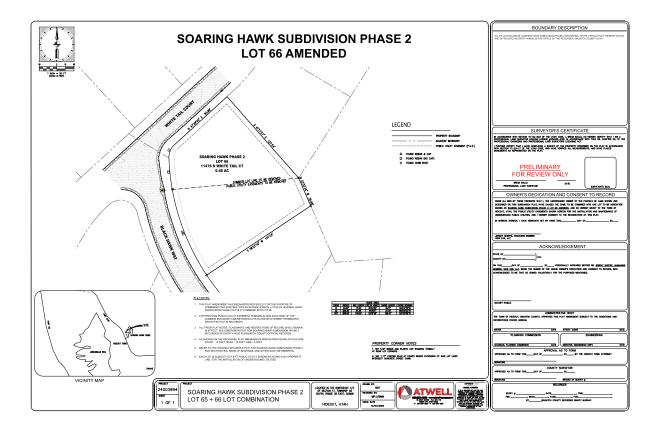
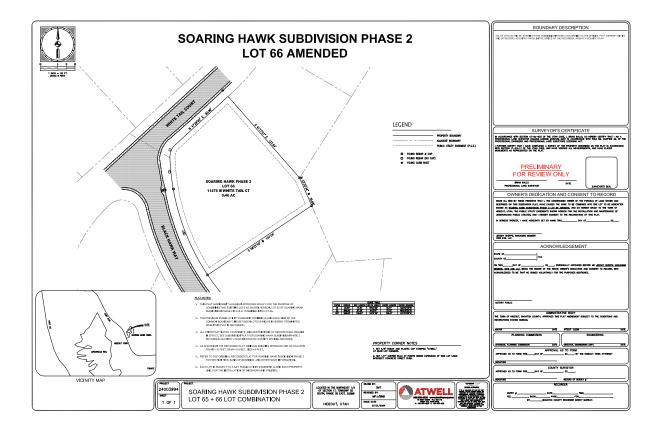


Exhibit B

Proposed Subdivision Plat for the Lot Combination of Lots 65 and 66 of the Soaring
Hawk (Phase 2) Subdivision



File Attachments for Item:

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



To: Mayor and Council

From: Polly McLean, Town Attorney

Date: November 14, 2024

Re: Staff Report for MIDA ILA Amendment

The ILA Amendment with MIDA is a result of the amended development agreement with Deer Springs to allocate sales and community resort taxes to the Municipal Services Fund from the Development Fund. In addition, as part of this amendment, MIDA will agree to this allocation for all development within Hideout that is part of MIDA in the future.

Prior to this amendment, general sales tax (1%) and the community resort tax (1.1%) would go into the development fund which was then allocated 35% to MIDA, 35% to the Town and 30% to the developer and could only be used for development in the Project. Under this amendment, the general sales tax and community resort tax will go into the municipal services fund which can be used like the general fund by the Town and will be allocated 90% to the Town and 10% to MIDA.

MIDA HIDEOUT AREA

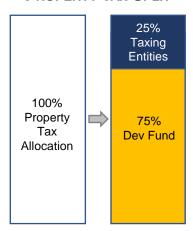
URBAN & MAIN CONSULTING NOVEMBER 2024





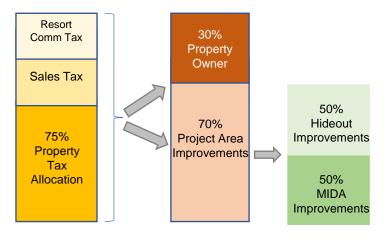
MIDA HIDEOUT AREA TAX ALLOCATION DISTRIBUTION (ORIGINAL AGREEMEN 160m # 1.

PROPERTY TAX SPLIT



- Property Tax Allocation¹ = Property Tax less Base Year Tax
- 75% of Property Tax Allocation goes to the Development Fund, 25% is passed through to **Taxing Entities**
- Hideout and Wasatch County's 25% pass through goes into the Municipal Services Fund
- Property Tax Allocation is collected for 25 years, with the option of an additional 15 years, if the MIDA Board determines it will produce a significant benefit.

DEVELOPMENT FUND SPLIT



- The Development Fund is made up of:
 - **Property Tax Allocation (75%)**
 - **Sales Tax** (1.0%)
 - **Resort Community Tax (1.1%)**
- Property Owners will decide what infrastructure projects they will complete and be reimbursed for with 30% of the Development Fund.
- MIDA and Hideout agreed on a 50/50 split of the 70% Development Fund. The funding priorities have yet to be identified by Hideout.
- The interlocal agreement may be amended to move the Resort Community Tax and Sales Tax revenues to the Municipal Services Fund.

MUNICIPAL SERVICES FUND



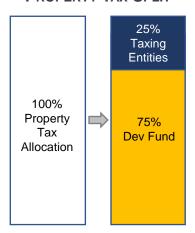
- The Municipal Services Fund is made up of:
 - **County Pass Through (25%)**
 - **Transient Room Tax** (1.0%)
 - **Telephone Tax** (3.5%)
 - **Energy Tax** (6.0%)
- · Hideout shall use these funds, as it determines in its sole discretion, to provide Municipal Services in the Hideout Zone, and as otherwise allowed under applicable law.

¹Utah Code 63H-1-102(20), commonly referred to as Property Tax Increment

MIDA HIDEOUT AREA TAX ALLOCATION DISTRIBUTION (AMENDED AGREEME

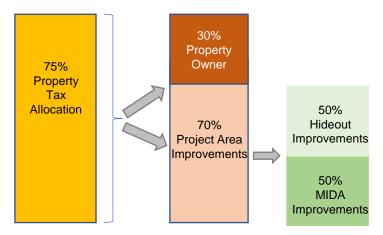
Item # 1.

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MIDA HIDEOUT REVENUES

Hideout 40-Year Revenue (Sales, Resort, and TRT)					
		·			
	Original ILA Revenue (35%)	Amended MIDA ILA (100%)	TRT Tax (100%)	Total MSF Revenue	
Phase 1	\$341,758	\$976,451	\$610,282	\$1,586,732	
Phase 2a	\$156,232	\$446,377	\$278,986	\$725,363	
Phase 2b	\$84,626	\$241,788	\$151,117	\$392,905	
Phase 3	\$87,881	\$251,087	\$156,930	\$408,017	
Phase 4	\$227,838	\$650,967	\$406,854	\$1,057,822	
Phase 5	\$78,116	\$223,189	\$139,493	\$362,682	
Phase 6	\$147,553	\$421,579	\$263,487	\$685,065	
Phase 7	\$138,873	\$396,780	\$247,987	\$644,767	
Phase 8	\$97,645	\$278,986	\$174,366	\$453,352	
Total	\$1,360,521	\$3,887,204	\$2,429,502	\$6,316,706	
Annual Average	\$34,013	\$97,180	\$60,738	\$157,918	



^{*} Revenues include 10% reduction for MIDA Administration

First Amendment to the Interlocal Cooperation Agreement

between

MIDA

and

Hideout

This First Amendment to the Interlocal Cooperation Agreement between MIDA and Hideout (the "Amendment") is made and entered into as of November 1, 2024, (the "Effective Date") by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah ("MIDA") and the Town of Hideout, a political subdivision of the State of Utah ("Hideout"). Individually each may be referred to as a "Party" and collectively as "Parties".

Recitals:

WHEREAS, MIDA, in cooperation with Wasatch County has created the Military Recreation Facility Project Area in Wasatch County, which includes some property which is located within Hideout (the "**Hideout Zone**"); and

WHEREAS, pursuant to Chapter 13, Title 11 Utah Code annotated 1953, as amended (the "Interlocal Cooperation Act") and Chapter 1, Title 63H Utah Code annotated 1953, as amended (the "MIDA Act") which provides that political subdivisions may enter into cooperative agreements, including revenue sharing, MIDA and Hideout entered into an Interlocal Cooperation Agreement, dated October 1, 2019, (the "Interlocal Agreement") which sets forth the relationship between the Parties with respect to the MRF Project Area and the sharing and distribution of certain revenues generated by the Hideout Zone Area, and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act, MIDA and Hideout desire to amend certain provisions of the Agreement related to the distribution of revenues generated by the Hideout Zone and have agreed to memorialize their agreement by entering into this Amendment, as set forth below;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that Subsections 6(a) and the following sections of the Agreement are amended as follows:

1. **AMENDMENTS**

Section 6(a), is deleted in its entirety and is replaced with the following Section 6(a).

6. PAYMENTS FOR MUNICIPAL SERVICES.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources in the Hideout Zone, which tax revenue shall be paid into a designated fund to pay for municipal services in the Hideout Zone (the "Municipal Services Revenue Fund"):
 - i. Hideout's portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as "dedicated tax collections" in the MIDA Act, collected from the Hideout Zone;
 - ii. A Municipal energy tax in the Hideout Zone authorized by the MIDA Act;
 - iii. A Transient room tax from the Hideout Zone authorized by the MIDA Act; and
 - iv. A Telecommunications tax from the Hideout Zone authorized by the MIDA Act.
 - v. Effective January 1, 2025, and subject to subsection 6(a)(vii) below, the point of sale portion of sales and use tax collected from the Hideout Zone, in accordance with the MIDA Act (the population based portion of the sales and use tax collected in the Hideout Zone will continue to be distributed directly to Hideout.
 - vi. Effective January 1, 2025, and subject to subsection 6(a)(vii) below, the resort communities tax collected from the Hideout Zone, as authorized by the MIDA act and imposed by the MIDA Board.
 - vii. Notwithstanding anything contained herein to the contrary, subsections 6(a)(v) and 6(a)(vi) above shall not apply to any properties in the Hideout Zone whose owner(s) entered into a Tax Sharing and Reimbursement Agreement with MIDA prior to November 1, 2024, unless the party to such Tax Sharing and Reimbursement Agreement enters into an amendment to that Tax Sharing and Reimbursement Agreement which provides written consent to the point of sales portion of the sales and use tax and the resort communities tax which is generated by the property subject to that agreement, being deposited into the Municipal Services Revenue Fund.

Subsection 10(a) and 10(b) are deleted in their entirety and is replaced with the following Subsections 10(a) and 10(b):

a. Monies for the Development Fund will come from the:

- i. 75% of the Property Tax Allocation generated in the Hideout Zone in accordance with the MIDA Act for the 25-year period in which the property tax allocation may be collected as the same may be extended in accordance with the MIDA Act ("**Property Tax Allocation Period**");
- ii. the point of sale portion of sales and use tax collected from the Hideout Zone, in accordance with the MIDA Act (the population-based portion of the sales and use tax collected in the Hideout Zone will continue be distributed directly to Hideout); and
- iii. the resort communities tax, as authorized by Section 59-12-401, Utah Code Annotated, collected from the Hideout Zone, as may be imposed by the MIDA Board.
- iv. the additional resort communities sales and use tax, as authorized by Section 59-12-402, Utah Code Annotated, collected from the Hideout Zone, as may imposed by the MIDA Board.
- v. Effective January 1, 2025, and subject to subsection 10(a)(vii) below, the point of sale portion of sales and use tax collected from the Hideout Zone, as described above in Subsection 10(a)(ii), shall be deposited to the Municipal Services Revenue Fund as described in Section 6(a) of this Agreement.
- vi. Effective January 1, 2025, and subject to subsection 10(a)(vii) below, the resort communities tax collected from the Hideout Zone, as described in subsection 10(a)(iii), (but not the additional resort communities sales and use tax described in Section 10(a)(iv) above), shall be deposited to the Municipal Services Revenue Fund as described in Section 6(a) of this Agreement.
- vii. Notwithstanding anything contained herein to the contrary, subsections 10(a)(v) and 10(a)(vi) above shall not apply to any properties in the Hideout Zone whose owner(s) entered into a Tax Sharing and Reimbursement Agreement with MIDA prior to November 1, 2024, unless the party to such Tax Sharing and Reimbursement Agreement enters into an amendment to that Tax Sharing and Reimbursement Agreement which provides written consent to the point of sales portion of the sales and use tax and the resort communities tax, generated by the property subject to that agreement, being removed from the Development Fund.
- b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities' tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that, in accordance with the provisions of Section 10(a) set forth above, both taxes will be part of the

Municipal Services Revenue Fund during the Property Tax Allocation Period.

2. INTERLOCAL ACT REQUIREMENTS.

- a. This Amendment shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to \$11-13-202.5(l)(b) of the Interlocal Corporation Act;
- b. The resolution or ordinance of a Party's legislative body approving this Amendment shall specify the effective date of this Amendment, pursuant to \$11-13-202.5(2) of the Interlocal Corporation Act; and
- c. A duly executed original counterpart of this Amendment shall be filed with the keeper of records of each Party pursuant to \$11-13-209 of the Interlocal Corporation Act.

3. OTHER TERMS AND CONDITIONS

All other terms and conditions of the Interlocal Agreement, including the recitals at the beginning of the Interlocal Agreement, not specifically amended or added herein shall remain unchanged and in full force and effect. In the case of any conflict between the terms of the Interlocal Agreement and this Amendment, the terms of the Amendment shall govern.

4. MULTIPLE COUNTERPARTS

This Amendment may be executed electronically or with the affixing of facsimile signatures, and in multiple counterparts, each counterpart of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Interlocal Cooperation Agreement between MIDA and the Town of Hideout as of the Effective Date set forth above.

{Signature Pages Follow]

	Military Installation Development Authority
	Paul Morris
	Executive Director
Approved as to Form:	
	<u> </u>
J. Richard Catten	
Attorney for MIDA	

[Signature page to First Amendment to Interlocal Cooperation Agreement between MIDA and Hideout]

	Phil Rubin Mayor	
ATTEST:		
Hideout Clerk		
Approved as to Form:		

Town of Hideout

[Signature page to First Amendment to Interlocal Cooperation Agreement between MIDA and Hideout]

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2019-20

A RESOLUTION OF THE MILITARY DEVELOPMENT AUTHORITY ("MIDA") APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE TOWN OF HIDEOUT FOR THE MILITARY RECREATION FACILITY PROJECT AREA

WHEREAS, in 2012 when MIDA and Wasatch County ("County") identified the Military Recreation Facility Project Area ("Project Area") boundary in the County, the County consented to certain property in the unincorporated area of the County being included in the Project Area; and

WHEREAS, prior to MIDA expanding the Project Area to include all of the property for which the County granted consent some of the unincorporated property was annexed to the Town of Hideout ("Hideout"); and

WHEREAS, the property owners and Hideout consented to including this and other property located within Hideout into the Project Area and Hideout and MIDA need to enter into an interlocal agreement regarding the parties' relationship, similar to the interlocal agreement which MIDA and the County entered into for the east side of the Project Area; and

WHEREAS, pursuant to Chapter 13, Title 11 Utah Code Annotated 1953, as amended ("Interlocal Act") the interlocal agreement with Hideout must be approved by the MIDA Board; this Resolution must set forth the effective date of the both agreements; and, a duly executed copy of the agreement must be filed with the MIDA Staff who keep the records; and

WHEREAS, as required by the Interlocal Act, the agreement was submitted to an attorney authorized to represent MIDA for review as to proper form and compliance with applicable law; and

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that the agreement titled "Interlocal Cooperation Agreement between MIDA and Hideout", dated and effective as of October 1, 2019 is hereby approved in substantially the form attached with such non-substantive changes as the Acting Executive Director may determine and the Acting Executive Director is authorized to execute the same on its behalf and a copy of the agreement, executed by both Parties, shall be filed in the office of the record keeper for MIDA.

PASSED AND ADOPTED by the MIDA Board this 1st day of October 2019.

Military Installation Development Authority

Stuart Adams

Chair

HIDEOUT, UTAH

RESOLUTION 2019- \\

A RESOLUTION OF THE HIDEOUT TOWN COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE MIDA TO BECOME PART OF THE MRF PROJECT AREA

WHEREAS, the Military Installation Development Authority ("MIDA"), in cooperation with Wasatch County, has created the Military Recreation Facility Project Area – Part 1 and is in the process of expanding its boundary to include additional property ("MRF Project Area"); and

WHEREAS, Hideout is interested in participating by including a portion of property within its corporate boundaries in the MRF Project Area; and

WHEREAS, pursuant to Chapter 13, Title 11 Utah Code Annotated 1953, as amended ("Interiocal Act") the attached "Interiocal Cooperation Agreement between MIDA and Hideout", ("Agreement") must be approved by the Town Council; this Resolution must set forth the effective date of the Agreement; and, a duly executed copy of the Agreement must be filed with the Town Clerk; and

WHEREAS, as required by the Interlocal Act, the Agreement was submitted to an attorney authorized to represent the Town for review as to proper form and compliance with applicable law; and

WHEREAS, in order for non-military land to be included in any MIDA project area that is located in Hideout, the Town must consent to its inclusion;

NOW, THEREFORE, BE IT RESOLVED BY THE HIDEOUT COUNCIL that:

- The Agreement is hereby approved and the Mayor is authorized to execute the same on its behalf. The Mayor shall thereafter submit the Agreement for the consideration and approval of the governing board of MIDA established under Utah Code § 63H-1-301 ("MIDA Board").
- The effective date of the Agreement, as required under Utah Code § 11-13-202.5(2)(a), shall
 be that date on which the Agreement has been signed by both the Mayor and an authorized
 signer of MIDA, following approval by the MIDA Board.
- 3. Pursuant to §63H-1-401(3)(b)(ii) Utah Code, once the Agreement has been approved by the MIDA Board, and signed by the Mayor and an authorized signer of MIDA, then the Town's consent shall be deemed granted, during the term of the Agreement, for the inclusion into the MRF Project Area of the property shown in <u>Exhibit A</u> encompassed within the red dashed line and labeled "MRF Project Area Hideout Consent."
- Any authority which the Mayor delegates to the Mayor of the Town of Hideout will be exercised with the advice and consent of the Town Council.
- 5. A copy of the Agreement, when executed by both Parties, shall be filed in the Town Clerk's office



All resolutions or parts thereof in conflict or inconsistent with this Resolution are hereby repealed, but only to the extent of the inconsistency.

PASSED AND ADOPTED by the Hideout Town Council this That ag of 2019.

CORPORATE

Hideout Town Counci

Mayor

Town Clerk

Exhibit A



2

Interlocal Cooperation Agreement

between

MIDA

and

Hideout

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of October 1, 2019(the "Effective Date") by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah ("MIDA") and the Town of Hideout, a political subdivision of the State of Utah ("Hideout"). Individually each may be referred to as a "Party" and collectively as "Parties".

Recitals:

WHEREAS, MIDA, in cooperation with Wasatch County (the "County") has created the Military Recreation Facility Project Area in Wasatch County, as shown in Exhibit A, including any future land, some of which is located within Hideout, that may be added thereto ("MRF Project Area"); and

WHEREAS, the creation and operation of a project area is governed by Chapter 1, Title 63H Utah Code annotated 1953, as amended ("MIDA Act") and political subdivisions may enter into cooperative agreements, including revenue sharing pursuant to Chapter 13, Title 11 Utah Code annotated 1953, as amended ("Interlocal Cooperation Act"); and

WHEREAS, pursuant to the MIDA Act, MIDA is "independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area"; and

WHEREAS, pursuant to the MIDA Act, MIDA may exercise "exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees," and neither MIDA nor any land included in a project area is subject to "Title 10, Chapter 9a, Municipal Land Use, Development and Management Act" ("LUDMA"), nor are they subject to "ordinances or regulations of a county or municipality including those relating to land use, health, business license, or franchise"; and

WHEREAS, MIDA is authorized under the provisions of the MIDA Act to receive certain tax revenues within a project area to, among other things, assist with development activities within the project area, including a portion of the property tax set as set forth in §63H-1-501 of the MIDA Act (the "Property Tax Allocation"); and

WHEREAS, the Property Tax Allocation includes revenues that would otherwise be distributed to Wasatch County or other local taxing entities; and

WHEREAS, MIDA does not independently set property tax rates for properties within the MRF Project Area nor does MIDA's receipt of the Property Tax Allocation result in any additional property tax burden for the MRF Project Area; and



WHEREAS, as part of the MIDA Act, MIDA may contract for the provision of municipal services within a project area, and MIDA desires to contract with Hideout and has already contracted with related service districts for the provision of municipal services and permitting and inspection services in the MRF Project Area, and Hideout and certain service districts desire to provide such services on the terms and conditions set forth herein or set forth in the agreements with the Service Districts (defined below); and

WHEREAS, MIDA is focused on the development and operation of the Military Recreation Facility and related amenities (collectively, the "MRF") and Hideout is focused on the development within Hideout's boundaries, which includes some of the MRF Project Area; and

WHEREAS, the MRF can be a catalyst for the development of Hideout; and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act, MIDA desires to share certain revenues with Hideout in connection with the development of the MRF Project Area and Hideout's agreement to provide municipal services and permitting and inspection services to the MRF Project Area, as set forth below;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- TERM. This Agreement shall commence on the Effective Date and shall continue for 25 years from the date that MIDA receives the first Property Tax Allocation from property within the Hideout Zone (as defined below), as set forth in §63H-1-501 of the MIDA Act, until the final payment is made in that 25 year Property Tax Allocation Period, unless (a) the MIDA board finds, that a longer term will produce significant benefit and the Property Tax Allocation Period, defined below, is extended, in which case the term shall align with the extended Property Tax Allocation Period; or (b) earlier terminated by the mutual agreement of the parties. The Parties agree that Termination of this Agreement shall not affect the boundaries of the MRF Project Area.
- 2. PROJECT AREA. MIDA created the Military Recreation Facility Project Area Part 1 of the MRF Project Area that consists of the Blue Ledge parcel in Wasatch County and the Red Maple Parcel in Summit County. MIDA is currently in the process of creating the Military Recreation Facility Project Area Part 4 ("Part 4 Project Area"), which will include the MRF. This Agreement shall govern all property within the MRF Project Area that is also located within Hideout's municipal boundary and that is depicted and identified as the "Hideout Zone" by a yellow shading and within the red dashed line on Exhibit A attached hereto (the "Hideout Zone") Hideout has irrevocably consented to the inclusion of the Hideout Zone in the MRF Project Area during the term of this Agreement, most of which will be added when the Part 4 Project Area is created. Any Hideout Zone property shown in Exhibit A which is not included in the Part 4 Project Area may be added to the MRF Project Area in the future, by MIDA, with the consent of Hideout and the landowner. No additional property may be added to the Hideout Zone without Hideout first adopting another resolution consenting to such additional property being added.
- 3. <u>RESIDENTS</u>. The parties recognize and agree that the residents of the Hideout Zone will remain residents of the Town of Hideout for all purposes. In the event that the inclusion of the Hideout Zone within the MRF Project Area causes any funds which would otherwise be distributed to the Town (other than those specifically identified in this



Agreement) to be allocated to MIDA (including, without limitation, B & C road funds), MIDA will immediately remit the same to Hideout without waiting for request or demand from Hideout.

4. <u>POLICE POWERS</u>. Pursuant to the MIDA Act, MIDA shall have the exclusive right to exercise all of MIDA's statutory authority within the Hideout Zone during the term of this Agreement subject only to those reservations and delegations of authority expressly set forth in this Agreement.

MUNICIPAL SERVICES.

- a. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the Hideout Zone, Hideout shall provide normal and customary municipal services which it currently or in the future provides to other land within Hideout, including, but not limited to, police protection, snow removal on Hideout owned roads, maintenance of Hideout owned roads and other Hideout owned rights-of-way, animal control, flood control of public properties, road grading permits and inspections; building permits, inspections, and certificates of occupancy, business licenses, courts and prosecution, (collectively, the "Municipal Services"). This provision shall not obligate Hideout to provide any service to the Hideout Zone which Hideout does not provide to other areas within the municipal boundaries of Hideout.
- b. The Parties recognize that some municipal type services, including the providing of water, sewer, wastewater treatment, refuse collection, and fire protection, are not provided by Hideout but are provided by separate service districts, which are separate and distinct legal entities and political subdivisions of the state ("Service Districts"). MIDA has entered into separate agreements with the existing Service Districts for the provision of services by the applicable Service District. In the event any service currently provided by Hideout is hereafter transferred to a Service District that has an interlocal cooperation agreement with MIDA, MIDA understands and agrees that such service will no longer be provided to the Hideout Zone by Hideout. If a new Service District is created, then the cost of the service provided by the new Service District shall be deducted from the Municipal Services Revenue Fund proceeds paid to Hideout, as provided in Section 6, and the deduction shall be used to offset the new cost to the property owners imposed by the new Service District for the same level of service provided prior to the creation of the new Service District. The offset shall not apply to the cost of for an enhanced level of service provided by the new Service District. Subject to the foregoing, the offset shall be determined by Hideout Mayor and the MIDA Executive Director. MIDA will not create a new Service District within the Hideout Zone without the consent of Hideout.
- c. Subject to the terms of this Agreement, MIDA may provide if it elects, but shall have no responsibility to provide, Municipal Services in the Hideout Zone; provided, however, MIDA shall provide financial remuneration to Hideout for Municipal Services provided by Hideout from the Municipal Services Revenue Fund (defined below), as provided in <u>Section 6</u> hereof. Such remuneration shall be payable only from the Municipal Services Revenue Fund, which revenue shall be collected solely from property in the MRF Project Area that is located in the Hideout Zone at the time it is collected. Notwithstanding the foregoing, however, MIDA will not provide any Municipal Services which Hideout is providing as of



- the date of this Agreement without Hideout's consent, except pursuant to the provisions set forth in Section 5(h) below.
- d. For those portions of the Hideout Zone, with respect to which Hideout is providing Municipal Services as provided in this Agreement, Hideout's rules, ordinances and regulations applicable to the provision of such Municipal Services shall be those rules, ordinances and regulations adopted by Hideout and in effect as of the date of this Agreement or hereafter adopted, amended or modified by Hideout. MIDA shall take such actions as are necessary to formally adopt such rules, ordinances and regulations as the applicable regulations for the Hideout Zone to the extent required by the MIDA Act. Notwithstanding the foregoing, Hideout will only be required to provide the Municipal Services at the same level as to other areas of Hideout.
- e. No fees or generally applicable taxes shall be levied by Hideout or payable by MIDA or any property owner within the Hideout Zone with respect to Municipal Services except for those taxes to be placed in the Municipal Services Revenue Fund as contemplated by Section 6 hereof or as otherwise provided for herein.
- f. Hideout shall not discriminate with respect to the provision of Municipal Services to the property, businesses, or residents of the Hideout Zone but shall provide the Municipal Services to the Hideout Zone in substantially the same manner and to the same extent that Hideout provides such Municipal Services to the balance of Hideout. Nothing in this Agreement shall be construed to prohibit Hideout from adding additional Municipal Services after the Effective Date of this Agreement as it deems appropriate, provided, however, that such additional services must also be provided to the Hideout Zone in accordance with the terms of this Subsection (f).
- g. Hideout shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature (collectively, "Claims") which may arise from Hideout's control and provision of the Municipal Services but only to the extent that Hideout would have liability for such Claims absent the existence of MIDA and the MRF Project Area. MIDA shall indemnify, release and hold Hideout harmless for any and all Claims which arise out of MIDA's reversal of a Hideout Final Land Use Decision as set forth in Section 8 and any Municipal Services MIDA provides.
- In the event that Hideout does not timely provide any of the Municipal Services h. to any portion of the Hideout Zone in accordance with the provisions of Section 5 above and applicable law, MIDA shall have the right upon a minimum of sixty (60) days prior written notice to Hideout, and following arbitration, as provided below, to: (i) remove, in whole or in part, the Municipal Services for the Hideout Zone from Hideout's obligations under this Agreement, and to have such Municipal Services provided by another service provider; or (ii) supplement, in whole or in part, such Municipal Services with another provider. The required notice which MIDA must provide at least sixty (60) days prior to implementing either (i) or (ii) above, shall outline in reasonable detail the facts and other reasons for MIDA's assertion that Hideout has failed to perform. Hideout shall thereafter have the opportunity to cure the issues raised in MIDA's notice or contest the assertions in the notice. If Hideout gives notice to MIDA that any portion of the allegations in MIDA's notice are contested, then the parties agree to proceed to arbitration with the American Arbitration Association ("AAA").



The issue to be resolved in the AAA proceeding is whether Hideout has failed to timely provide any of the Municipal Services. If the AAA proceeding determines that Hideout has failed to provide the Municipal Services as required and MIDA exercises remedies (i) or (ii), above, then Hideout shall not receive any part of the Municipal Services Revenue Fund which are used by MIDA to provide for any Municipal Services under the terms of this Subsection 5(h). In addition, MIDA reserves the right, without cost to Hideout and without any loss of the portion of the Municipal Services Revenue Fund, to supplement any Municipal Services itself or through a third-party service provider at any time and from time to time.

PAYMENTS FOR MUNICIPAL SERVICES.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, which tax revenue shall be paid into a designated fund to pay for municipal services in the Hideout Zone (the "Municipal Services Revenue Fund"):
 - Hideout's portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as "dedicated tax collections" in the MIDA Act, collected from the MRF Project Area;
 - A Municipal energy tax in the MRF Project Area authorized by the MIDA Act:
 - iii. A Transient room tax from the MRF Project Area authorized by the MIDA Act; and
 - A Telecommunications tax from the MRF Project Area authorized by the MIDA Act.
- b. For providing the Municipal Services in the Hideout Zone, MIDA shall remit all of the Municipal Services Revenue Fund to Hideout which are assessed or levied to properties located in, or from residents or occupants of, the Hideout Zone, less ten percent (10%) to pay for MIDA's administrative, overhead, legal, and other operating expenses.
 - MIDA shall remit such funds to Hideout within 30 days of receipt of the funds.
 - ii. Hideout shall use the funds, as it determines in its sole discretion, to provide the Municipal Services in the Hideout Zone, and as otherwise allowed under applicable law. Hideout does not have to account to MIDA in how it is using Municipal Service Revenue Fund and is only subject to providing the Municipal Services, as provided in <u>Section 5</u>.
- c. If Hideout creates a new Service District to provide a service already provided by Hideout as part of the Municipal Services, the taxes, fees or costs charged by the new Service District to provide such services shall be offset as described in Subsection 5(b).



d. Hideout may charge and collect its normal development, regulatory, permitting, and / or inspection fees, including but not limited to, impact fees and fees associated with road grading inspections, building permits, and business licenses from the Hideout Zone.

RESERVED.

- 8. <u>LAND USE APPROVALS</u>. Pursuant to MIDA's statutory authority, and under Utah Code § 63H-1-201(3)(q), the parties agree that the following land use laws and administrative review procedures will apply within the Hideout Zone:
 - a. MIDA designates and authorizes Hideout as the land use authority in the Hideout Zone, specifically authorizing Hideout to utilize its Land Use and Development Code ("Hideout Code"), as may be amended by Hideout from time to time, MIDA hereby adopts, ratifies, and authorizes all of Hideout's land use decisions made on the Hideout Zone prior to the date of this Agreement, as if they had been made by MIDA.
 - b. In the Hideout Zone, no land use approvals from MIDA shall be required, and Hideout shall be the final land use authority for all purposes, except the right of appeal to the MIDA Board, as provided below.
 - c. Land use decisions made by Hideout, as provided under the Hideout Code, where all administrative remedies have been exhausted and the only action remaining is an appeal to district court are final land use decisions ("Hideout Final Land Use Decisions may be appealed to the MIDA Board, as provided herein, and then would go to the district court. Appeals of a Hideout Final Land Use Decision shall be made to the MIDA Board pursuant to rules and procedures established by the MIDA Board. The appeal shall be filed in writing within 30 days of the date Hideout Final Land Use Decision is made, setting forth the reasons for the appeal and the alleged errors made by Hideout.
 - d. Hideout shall indemnify and hold MIDA harmless, including for any attorney's fees, for any liability resulting from MIDA's approval of Hideout land use decisions and approvals described herein or made or issued after the date hereof. Except, if MIDA does not uphold a Hideout Final Land Use Decision on appeal, then MIDA shall indemnify and hold Hideout harmless, including for any attorney's fees, for any liability to a third party from MIDA's decision.
 - e. Hideout agrees to timely provide MIDA with notice of all building permits and certificates of occupancy, issued by Hideout, for construction occurring within the Hideout Zone during the Term of this Agreement.

9. INFRASTRUCTURE DEVELOPMENT.

MIDA and Hideout agree to cooperate and coordinate with each other so that Infrastructure, defined below, crossing between and/or intended to serve the Hideout Zone and the balance of the MRF Project Area and other areas of Hideout adjacent to the MRF Project Area are designed and installed so as to



work to the betterment of both areas; provided, however, that Hideout will not be obligated to assume any liability, costs, or expenses of any sort for portions of any Infrastructure outside the Hideout Zone unless constructed or owned by Hideout. In the event of any disagreement between Hideout and MIDA over the location, scope, or other coordination details of such Infrastructure crossing between land in the Hideout Zone and land in the balance of the MRF Project Area or land adjacent to the MRF Project Area, the joint decision of Hideout Mayor and the MIDA Executive Director shall control.

- 10. DEVELOPMENT FUND. Pursuant to the MIDA Act, MIDA shall receive funds to pay for the development of land within the MRF Project Area, ongoing operation of the MRF, MIDA expenses, and the cost of acquisition, construction, maintenance, repair, or replacement of publicly owned land, infrastructure, or improvements (including without limitation, roads, streets, public utility infrastructure, trails, paths, parks, recreation facilities, playgrounds, open space, etc., and such publicly owned land, infrastructure, or improvements being referred to herein as the "Infrastructure") within or outside the MRF Project Area. The collection, allocation, use, and disbursal of funds that are part of the Development Fund less ten percent (10%) to pay for MIDA's administrative, overhead, legal, and other operating expenses, described in Subsection 10(a) below, which are generated from the Hideout Zone shall be governed by this Section 10. ("Development Fund").
 - a. Monies for the Development Fund will come from the:
 - 75% of the Property Tax Allocation generated in the Hideout Zone in accordance with the MIDA Act for the 25-year period in which the property tax allocation may be collected as the same may be extended in accordance with the MIDA Act ("Property Tax Allocation Period");
 - point of sale portion of sales and use tax collected from the Hideout Zone, in accordance with the MIDA Act (the population-based portion of the sales and use tax collected in the Hideout Zone will continue be distributed directly to Hideout); and
 - resort communities tax collected from the Hideout Zone, as authorized by the MIDA Act.
 - b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities' tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that given the significant infrastructure costs associated with providing a high-quality development within the Hideout Zone, both taxes will be part of the Development Fund during the Property Tax Allocation Period. Following the Property Tax Allocation Period, the proceeds from such taxes may, if agreed by the MIDA Executive Director and Hideout Mayor, be included in the Municipal Services Revenue Fund, and failing such agreement, shall be used and / or allocated as provided in the MIDA Act.
 - Thirty percent (30%) of the contribution to the Development Fund generated from each property in the Hideout Zone shall be used, consistent with the MIDA



Act, to the extent justified and approved by MIDA to assist the landowners in the development of Infrastructure that will assist the landowners in the development of the landowner's property.

- d. The remaining seventy percent (70%) of the contribution to the Development Fund shall be used to benefit the MRF Project Area and the surrounding Town of Hideout, as follows:
 - These funds shall be split equally by MIDA and Hideout to benefit
 the MRF Project Area, as determined by each Party in its sole
 discretion, consistent with the MIDA Act. This includes, but is not
 limited to, infrastructure and improvements available to the public
 and military personnel such as parks, trails, boat ramps, and other
 recreation facilities.
 - ii. Each Party may fund the installation of UTOPIA fiber within the boundaries of Hideout and the MRF Project Area. This may include the pledging of that Party's one-half share of the 70% as collateral for bonds issued by the Utah Infrastructure Agency or MIDA, or to secure any other obligation of Hideout or MIDA under any agreement(s) they may enter into with the Utah Infrastructure Agency.
 - iii. Hideout will identify the uses of the funds it controls as identified in Subsection (10)(d)(i) and submit them to MIDA each year, and MIDA shall include them within the MRF Project Area budget adopted each year pursuant to §63H-1-405 of the MIDA Act ("Development Fund Budget").
 - iv. Annually, MIDA, in consultation with Hideout, shall include in its Development Fund Budget the estimates of the costs associated with the improvements described above and the budget year in which they may be needed.
- e. Pursuant to §63H-1-502(1)(e) of the MIDA Act, the MIDA Board finds that all of the Infrastructure to be constructed in the Hideout Zone and within the boundaries of Hideout which are outside of the MRF Project Area, are of benefit to the MRF Project Area and this finding is adopted by the resolution approving this Agreement.
- f. For purposes of § 63H-1-501(2) of the MIDA Act, to begin and calculate the property tax allocation designated by MIDA resolution for any specific parcel of property within the Hideout Zone, MIDA designates Hideout as the entity to issue any certificate of occupancy required for any improvements on that parcel.

RESERVED

 REMEDIES. Nothing in this Agreement shall prevent the either party from seeking remedies available under applicable law or at equity for breach of the other party's duties and obligations hereunder.



- 13. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
- 14. NO THIRD-PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.
- 15. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein.
- 16. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.

INTERLOCAL ACT REQUIREMENTS.

- a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;
- b. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.
- 18. <u>CONTRACT REPRESENTATIVE</u>. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - For MIDA, the Executive Director, who is currently Paul Morris as the Acting Executive Director.
 - b. For Hideout, the Hideout Mayor, who is currently Phil Rubin.
 - c. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.



19. <u>NOTICE</u>. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA:

Military Installation Development Authority

Attention: Executive Director 450 Simmons Way, No. 400 Kaysville, UT 84037-6722

With a copy to:

Military Installation Development Authority

Attention: General Counsel

Michael Best 170 South Main Suite 1000

Salt Lake City, UT 84101

b. If to Hideout:

Hideout Mayor

10860 N. Hideout Trail Hideout, UT 84036

With a copy to:

Daniel Dansie, Hideout Town Attorney

10610 S. Jordan Gateway, # 200 South Jordan, Utah 84095

The Parties may change the person or address where notice is given by providing written notice to the other Party.

- 20. <u>AMENDMENT</u>. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
- 21. WHOLE AGREEMENT. This Agreement, including the Exhibit hereto (which is hereby incorporated herein by reference), contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

PR

Military Installation Development Authority

Pema

Paul Morris

Acting Executive Director

ATTEST:

MIDA Staff

Approved as to Form:

J. Richard Catten Attorney for MIDA

Town of Hideout

Phil Rubin

Mayor

Daniel Dansie Hideout Town Attorney

Hideout Clerk

Approved as to Form:

Exhibit A

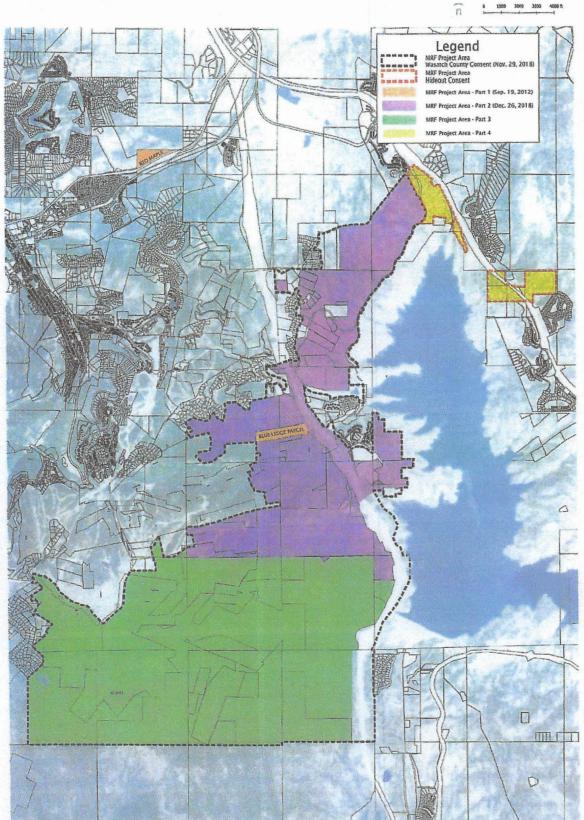
To

Hideout Interlocal Cooperation Agreement

Map of MRF Project Area; Hideout Zone; and Identification of Hideout Zone Parcels



EXHIBIT A
MILITARY RECREATION FACILITY
PROJECT AREA PLAN - PART 4



File Attachments for Item:

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

TOWN OF HIDEOUT RESOLUTION #2024-R-XX

A RESOLUTION ADOPTING THE ENGINEERING STANDARD SPECIFICATIONS AND DRAWINGS MANUAL

WHEREAS, the Hideout Town Council ("Council") has the authority to adopt regulations, standards, and specifications necessary for the effective and safe design and construction of town infrastructure, ensuring compliance with applicable state and local laws; and

WHEREAS, the Council recognizes the need to adopt a comprehensive set of standard engineering specifications and drawings that will serve as guidelines for construction activities within the Town of Hideout, facilitating consistent design, safety, and quality in public works and private development projects; and

WHEREAS, the Council finds that the Standard Specifications and Drawings Manual, as attached in <u>Exhibit A</u>, incorporates recognized engineering best practices and aligns with relevant standards, including the American Public Works Association (APWA) and the Jordanelle Special Service District Design Standards, among others:

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Hideout, Utah, that the Standard Specifications and Drawings Manual as outlined in Exhibit A is hereby adopted. These Standards shall repeal and replace any prior standards.

EFFECTIVE DATE: This resolution shall take effect immediately upon passage by the Town Council of Hideout, Utah.

PASSED AND ADOPTED by the	I own Council of Hideout,	Utah, this	day of November, 20	024.
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	Signature
	Philip Rubin, Mayor
Attest:	
Alicia Fairbourne, Recorder for Hideout	



Hideout Town
Engineering Department

Adopted: November XX, 2024

STANDARD SPECIFICATIONS AND DRAWINGS MANUAL

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SD-1 Detention Pond Inlet/Outlet

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1.0 GENERAL

1.1 DEFINITIONS

ACCESS: Any driveway or other point of entry or exit, such as a street, road, or highway that connects to the general street system. Where two public streets intersect, the secondary street is considered the access.

ACKNOWLEDGEMENT: Recognition by the Town that the Engineer of Record, has certified his or her construction Plans and supporting information to be in compliance with the Hideout Town Code and Standard Specifications and Drawings.

APPLICANT: Any person, corporation, entity, designee, or agency applying or a permit.

APPROVED EQUAL: Equipment or material which, in the opinion of the Town's Representative, is equal in quality, durability, appearance, strength, design, performance, physical dimensions, and crrangement to the equipment or material specified, and will function adequately in accordance with the general design.

AS-BUILT DRAWINGS: Drawings which show the Project as actually-constructed, and which include any and all changes made to the construction Plans before and during construction

BEST MANAGEMENT PRACTICE (BMP): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of Waters of the State.

TOWN INSPECTOR: The authorized representative of the Town or Engineer assigned to make detailed inspections of the Work performed, or of materials furnished by the Contractor.

TOWN/OWNER: Wherever, in the Contract Document: the word Town", "Fown", or "Owner" appears, it shall be interpreted to mean "Hideout Town", unless otherwise denoted.

CONSTRUCTION ACTIVITIES: Clearing, dredging excavating, and grading of land and other activities associated with buildings, structures or other types of roal properly such as utilines, bridges, dams, and roads. Includes mobilization/demobilization and any other activity to at pocurs on side.

DRIVEWAY: A grade-separated access constructed within the light-of-way connecting the public street with adjacent property.

EASEMENT: An interest in real property that conveys use, but not ownership, of a portion of an owner's property.

EIGHTIETH PERCENTILE STORM EVENT: The depth of rainfall which is not exceeded in 80 percent of all runoff-producing rainfall events within the time period analyzed. In other words, 80 percent of the rainfall storm events that produce runoff are less than or equal to this depth. In Hideout Town, this depth is 0.50 inches.

ENGINEER: The Town Engineer or his or her representative.

ENGINEER-OF-RECORD: The professional engineer, licensed in the State of Utah, who prepared, or directly supervised the preparation of the engineering Plans and documents presented to the Town for acknowledgement, and who shall accept sole responsibility for the completeness and accuracy of the Plans and documents presented to the Town.

ESSENTIAL INFRASTRUCTURE: Essential infrastructure during construction includes temporary all weather surface roads, fire hydrants, and street signs for emergency wayfinding. The access requirements of IFC Chapter 5 and Appendix D must be installed and approved prior to final inspection and the issuance of a Certificate of Occupancy. Temporary roads are required to be capable of supporting vehicle loading under all weather conditions, and must meet the following criteria:

- A. The surface of the road should be capable of carrying the load of the anticipated emergency response vehicles and be drivable in all kinds of weather.
- B. Compacted road base to APWA Standards at least 8 inches thick.
- C. Access roads shall be maintained for emergency and fire access throughout the duration of the project.
- D. Fire hydrants must be installed and functional prior to combustible materials arrival on the site.

FINAL ACCEPTANCE OF PUBLIC INFRASTRUCTURE: The date specified in writing by the Engineer when all work, including all punch list work designated by the Engineer, is complete and accepted by the Town after the completion of the warranty period following the Project Acceptance for Maintenance.

INSPECTED AND ACCEPTED or ACCEPTANCE: Town recognition of infrastructure conformance to all applicable Town Standards.

INTERSECTION: The general area where two or more streets join or cross at grade.

LAW: Any applicable Town, County, State, or Federal statutes or regulations coverning anything relating to the Work embodied in the Agreement.

PARTIAL STREET: A street that has full frontage improvements on one side and has at least 25 feet of pavement.

PAVEMENT: The uppermost layer of bituminous or Portland-ceme of concrete material placed on the traveled way or shoulders for a riding surface, whether rigid or flexible in composition. This term is used interchangeably with "surfacing."

PROFESSIONAL ENGINEER: An engineer who is licensed to practice in the State of Utah.

PROFESSIONAL LAND SURVEYOR: A land surveyor who is licensed to practice in the State of Utah.

PUBLIC UTILITY EASEMENT (PUE): A property right provided for "dry" utilities (gas, power, telecom) that are regulated by the Public Service Commission. Town utilities are not public utilities.

RECOGNIZED-AND-GENERALLY-ACCEPTED GOCD ENGINE RING PYACTICES (RAGAGEPs): Practices that are based on established codes, standards, published technical reports or recommended practices or similar documents. RAGAGEPs are not practices from other cities or practices promoted by individuals based on their individual professional judgement.

RIGHT-OF-WAY (ROW): All public rights-cr-way and casements, public footpaths, walkways and sidewalks, streets, roads, highways, alleys, and water or drainage ways. It does not, however, include Public Utility easements not within Public Ways of the Town.

STANDARD SPECIFICATIONS AND DK.\WINGS: The Hideout Town Standard Specifications and Drawings and other specifications and drawings adopted by reference.

STREET: A general term for der oting a public way or private way for the purpose of transporting people, materials, and goods.

SUBGRADE: That portion of the roadbed surface v hich has been prepared, as specified, and upon which a layer of specified roadbed material or base, or sub-surfacing, or pavement is to be placed.

SUBSTANTIVE REVIEW: A general evaluation of the overall design and general compliance with the Town Code and engineering standards. It is not an exacustive review for compliance with each specific provision of the Town Code, other applicable standards or regulations, or RAGAGEPs. Substantive review shall not shift the responsibility and liability for the completeness and accuracy of the Plans and related designs from the Engineer-of-Record to the Town.

SURFACE OR SURFACING: The uppermost layer of material placed on the traveled way or shoulders, and is usually of asphalt or concrete. This term is used interchangeably with "pavement."

WORK: The construction services performed including materials on Town infrastructure and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations to construct a project. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.

1.2 ADOPTION OF THE HIDEOUT TOWN STANDARD SPECIFICATIONS AND DRAWINGS

Hideout Town has adopted the following as the basis for the Hideout Town Standard Specifications and Drawings, in the following hierarchy. In the event of a discrepancy, the strictest standard shall apply:

- A. Hideout Town Standard Specifications and Drawings Manual as included herein.
- B. Jordanelle Special Service District Design Standards, Construction Specifications, and Standard Drawings (JSSD)
- C. American Public Works Association Manual of Standard Specifications (APWA), current edition of the Utah Chapter of APWA and the Associated General Contractors (ACC) of America.
- D. APWA Manual of Standard Plans, current edition of the Utah Char (er of APWA and the Associated General Contractors of America.
- E. All storm-drainage-related work not specifically described in these Standards shall conform to Mile High Flood District Urban Storm Drainage Manual, current edition (MHFL Manual).
- F. Washington Department of Ecology, Technology Assessment Protocol Technology Ecology (TAPE) Program, Storm Water Pre-Treatment Technologies, General Use Level Designations (GULD).
- G. Federal Highway Administration (FHWA) Hydraulic Engin eering Circulars (HEC).
- H. International Fire Code (IFC), current edition, Appendix D.
- I. All transportation-related work not specifically described in these Standards shall conform to the latest editions of: policies and practices published by the American Association of State Highway Transportation Officials (AASHTO), or the Institute of Transportation (UDOT) Roadway Design Manual, the selection of which shall be at the sole discretion of the Town Engineer.
- J. FHWA and Utah Manual on Uniform Traffic Control Devices for highwrys and Streets (MUTCD).
- K. All work not specifically described in these Standards, JCSD. APWA, MHFD, AASHTO, ITE, IFC Appendix D, and MUTCD shall conform to FAGACEPs.

The Hideout Town Standard Specifications and Drawing Manual is available for download at www.hideoututah.gov The APWA Manual of Standard Specifications and Manual of Standard Plans are available for purchase at select cities within the State of Utar. (see http://utah.apwa.net/ for more information).

Contract Documents and Conditions of the Contract as found in the Current APWA Manual of Standard Specifications and Plans Manual are to be used as the basis for Town contracts. Modifications to these specifications may apply to specific projects.

1.3 AMENDMENTS TO THE APWA STANDARDS

- A. APWA Specifications
- B. APWA Plans
 - 1. Storm drain 'Jox as shall have i o dead volume. Pipe flow lines shall be flush with the floors of the boxes.

1.4 TOWN ENGINEER'S AUTHORITY

- A. The Town Engineer has the authority to provide substantive review of submitted construction Plans, studies, and supporting documentation.
- B. The Town Engineer shall provide feedback pursuant to his/her substantive review of the construction Plans, studies, and supporting documentation.
- C. Changes to address the Town Engineer's feedback shall be made to the construction Plans and returned to the Town Engineer for Town acknowledgement of the Construction Plans for construction.
- D. The Town Engineer has authority to issue Stop Work Orders when construction is progressing contrary to the Town Code, the Town's Standard Specifications and Drawings, or an acknowledged set of construction Plans.
- E. The Town Engineer has additional authority such as is stated in these Specifications and the Town Code.

1.5 CONSTRUCTION NOTES

A. TYPICAL

- 1. Contractor assumes all responsibility for job site conditions during construction of this project, including the safety and well-being of all persons and property. This responsibility shall apply continuously and not be limited to normal working hours.
- Contractor shall obtain all applicable permits and/or written agreements necessary to complete the work.
- 3. Contractor shall schedule a pre-construction meeting with the forn's Engineering Department at least 5 business days prior to the start of construction. Contractor must attend and bring one set of the acknowledged construction Plans and a copy of the current independent Town Standard Specifications and Drawings Manual (available at hideout at high independent).
- 4. Contractor shall have in possession and on-site at all times one copy of the current acknowledged construction Plans stamped, signed, and lated by the Engineer of Record, the Applicant, and the Town.
- 5. Developer's Engineers (Civil and Geotechnical) shall r erform sufficient inspections and surveys during grading and construction to render an opinion in writing as to adherence to the accepted Plans and compliance with the Town Standard Specifications and Drawings Manual.
- 6. Survey monuments must be installed in accordance with the current Wasatch County Surveyor's Office requirements.
- 7. All disturbed property survey markers shall be reset in their original locations upon completion of all construction activities.
- 8. Contractor shall provide all traffic control which must conform to the current MUTCD. Provide site specific Traffic Control Plans [prepared by an American Traffic Safety Services Association (ATSSA) or AGC Certified Individual] prior to installation of any traffic control device.

B. TRENCHES AND UTILITIES

- 1. Contractor is responsible to locato, avoid, protect, and repair all utilities encountered during construction, whether or not they are shown on the Plans. Locations of underground utilities shown on Plans are approximate and require noid verification by Contractor.
- 2. All trenches within public right-of-way must be backfilled or securely plated per JSSD during non-working hours. Trenches outside these creas shall be back-filled or protected by approved temporary fencing and/or barricades during non-working hours. Trenches in roadway must be backfilled, compacted and asphalied per JSSD within 48 hours of road-cut. Paint striping shall be replaced in accordance with nown Standards within 48-hours of restoration of pavement.

C. ROADWAY CONSTRUCTION AND RESTORATION

- 1. Subgrade must be approved prior to construction of asphalt and untreated base course pavement sections. Subgrade approval requires that all utilities be installed, connections to main lines completed, inspected, and accepted by the Town.
- Asphalt patching to roads between October 15 and April 15 will be considered temporary only, and must be replaced according to APWA Standards and Specifications between the following April 16 and June 1.
- Material submittals are required for all items placed within the Town Right of Way. All submittals
 must be dated within 90 days of Construction Date (unless specified otherwise) and be submitted
 prior to the start of construction activities.
- 4. Moratorium Standard (New, Reconstructed, and Overlaid Streets): No cuts permitted for two (2) years from the time of construction/reconstruction/overlay)
- 5. Special Restoration Standard: This standard applies to new, reconstructed, overlaid, and slurried streets:
 - a. New, Reconstructed, and Overlaid Streets (for 5 years after end of moratorium): The asphalt surface shall be milled a minimum depth of two (2) inches, and fifteen (15) feet each way from the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes.

- The Town Engineer reserves the right to require additional area and/or depth if deemed appropriate to restore roadway to original condition. Approved fabric is required when existing pavement included a fabric prior to the permitted cut.
- b. Slurried Streets (for one year after slurry application): The asphalt surface shall be re-slurried a minimum of fifteen (15) feet each way from the edge of the cut, in widths equivalent to existing striped traffic lanes.
- 6. Roads shall be opened for traffic during peak hours. Lane closures may only be in effect from 9am-3pm, and 7pm-7am.
- 7. Paint striping shall be replaced in accordance with Town Standards within 48-hours of restoration of pavement.

1.6 SUBMITTALS

- A. ENGINEERING PLAN REVIEW CHECKLIST The Town provides an Engineering Plan Review Checklist with the permit application to assist developers and their professionals in the preparation of the engineering submittals for the acceptance of a development project. The Engineering Checklist does not replace the Town Code or Engineering Standards and Specifications. The Engineering Checklist must be completed and signed by the Applicant and the Engineer-of-Record.
- B. SUPPLEMENTAL ENGINEERING REPORTS All angineuring reports submitted for final acceptance shall be stamped, signed, and dated by a professional engineer ON THE FIRST SUBMITTAL.
 - 1. Drainage Report Drainage reports must be prepared in accordance with the design criteria and methodologies specified in these Standards. Drainage reports shall include an Infiltration Feasibility Determination in accordance with Utah Pule \$17.4-4. In addition to the required engineer's stamp, signature, and date, drainage reports must include a perficient on from the engineer stating:
 - I hereby certify that this report/design for the management of storm water and snow of this development was prepared by me, or unlier my direct supervision, according to applicable engineering standards. I understand that the Town assumes no responsibility or liability whatsoever for the feasibility and long-term viability of the facilities addressed herein.
 - 2. Geotechnical Report Geotechnical reports shall include pavement designs that comply with the Town Standards. Geotechnical reports shall include percolation tests performed in accordance with Utah Rule 317-4-14, Appendix D, and small be submitted on a signed "Percolation Test Certificate". The Percolation Test Certificate shall report the median measured percolation rate.
 - 3. Traffic Impact Study (TIS) A traffic study is necessary to identify, review, and make recommendations for mitigation of the potential impacts a development may have on the roadway system. Identification of impacts and appropriate mitigation measures allows the Town to assess the existing and future system safety, performance, maintenance, and Town needs. TISs shall follow the Utah Department of Transportation. TIS requirements, including the Levels of Study and associated Thresholds. Additional requirements and incestigation may be imposed upon the applicant as necessary. Likely information presented in a TIS may include, but is not limited to, site location and proposed access point(s), phased and/or full development trip generation, connection point design elements, adjacent and relevant development, existing and future traffic volumes, assessment of the system impacts, and mitigation measures as appropriate.
 - 4. Reimbursement Agreement Exhibits Reimbursements for all infrastructure upsizing (system improvements) beyond the project improvement needs must be presented to the Town Council at the plat or site plan step for authorization to have staff work on a reimbursement agreement with the applicant. Reimbursement agreements must be accepted by the Town Council and executed by both parties <u>before</u> construction can begin on the project. If the applicant wishes to begin construction before there is an agreement in place with the Town, they must sign a waiver stating they accept the risk that they may not be reimbursed for any improvements installed, even if they are system improvements. The following exhibits are required to initiate a reimbursement agreement:
 - a. Exhibit A -- Itemized Schedule of Values Include quantities and unit prices of reimbursable items. Correlate it with an accompanying map. It shall be stamped, signed, and dated by the Engineer-of-Record.

- b. Exhibit B Contractor bids or engineer estimates that support the prices shown in the Itemized Schedule of Values.
- c. Exhibit C -- Map of Reimbursable Items Show the locations of all of the reimbursable items. Correlate it with the accompanying Itemized Schedule of Values.
- C. BOUNDARY SURVEY Boundary surveys, also known as record of survey, shall be stamped, signed, and dated by a professional land surveyor. If performed within the last 90 days, the survey shall have been filed in the Office of the County Surveyor and include evidence of filing.
- D. EASEMENT AGREEMENT All easement agreements shall be submitted to the Town Engineer on the Town's Standard Easement template (available upon request from the Town Engineer) for Town acceptance. Easements in the name of the Town shall not be recorded by anyone except the Town. After Town acceptance, the recordation at the County Recorder's Office on which shall be referenced on the subject plat. Right-of-Discharge easements (available upon request from the Town Engineer) shall be granted to and indemnify the Town whenever storm water drainage, or snow, from Town 20W discharges, or is placed, onto private property.
- E. SUBDIVISION PLAT Subdivision plats submitted for ring acceptance shall be stamped, signed, and dated by a professional land surveyor ON THE FIRST SUP MIT ΓΑL.
- F. LEGAL DESCRIPTION Legal descriptions submitted for final acceptance shall be accompanied by an illustration of the legal description, both of which shall be stamped, signed, and dated by a professional land surveyor ON THE FIRST SUBMITTAL.
- G. STORM WATER POLLUTION PREVENTION PLAN for Construction Activities (SWPPP) SWPPPs shall NOT be part of the engineering design Plans. They shall be submitted by the general contractor prior to a pre-construction meeting. SWPPPs shall follow the 'Utah' Division of Water Quality Template, and shall be prepared by a Utah-Registered SWPPP Writer.
- H. ENGINEERING DESIGN PLANS Frigine ring Design Plans, including but not limited to:
 - 1. Reference to the Town's Construction Holes (Section 1.4)
 - 2. Boundary Survey or ALTA Survey
 - 3. Topographical (existing conditions) Survey
 - 4. Subdivision Plat
 - 5. Demolition Plan (as necessary)
 - 6. Site Plan
 - 7. Grading, Drainage, and Snow Management Plan
 - 8. Utility Plan
 - 9. Signing and Striping Plan
 - 10. Plan/Profile Shr ets
 - 11. Detail Sheets (rict including copies of Town, JSSD, and APWA Standard Drawings). Standard Drawings shall be referenced in ONE place for all applicable infrastructure.

The Grading, Drainage, and Snow Management Plan shall include a certification from the Engineer-of-Record stating:

I hereby certify that this design for the management of storm water and snow of this development was prepared by me, or under my direct supervision, according to applicable engineering standards. I understand that the Town assumes no responsibility or liability whatsoever for the feasibility and long-term viability of the facilities addressed herein.

The Engineering Design Plans, simultaneous with the acknowledgement by the Applicant and Town Engineer, shall be certified by the Engineer-of-Record with the following language.

Engineer's Certification

As the Engineer-of-Record, I hereby certify that these construction Plans and supporting information ("Plans") comply with the Hideout Town Code and Standard Specifications and Drawings ("Standards"). I understand and agree that:

- 1. The Town's acknowledgment of these Plans shall not be construed to be a permit for, or an approval of, any variance from any of the provisions of the Standards.
- Any communication from the Town giving feedback on the Plans shall be construed as feedback only and shall not be interpreted as authorization to vary from or cancel the provisions of the Standards.
- 3. The Town's acknowledgement of these Plans or feedback from the Town on whether the Plans meet the Standards shall not prevent the Town from requiring the correction of errors in the Plans at any time, including after construction of improvements.
- 4. The Town's acknowledgement of these Plans does not constitute a permit from the Federal or State Government or permission to deviate from Federal or State Laws or Regulations.
- 5. The Town's acknowledgement of these Plans does not grant per mission to work on the properties of others.

2.0 STORM DRAIN SYSTEM

2.1 HYDROLOGY

A. TABLE 1 – PRECIPITATION FOR USE WITH THE RATIONAL ME HOD (inches)

	Recurrence Interval (years)									
Duration	2 10 100									
5-min	0.16	0.27	0.54							
10-min	0.24	0.42	0.82							
15-min	0.31	0.52	1.02							
30-min	0.41	0.70	1.37							
60-min	0.50	0.86	1.69							
2-hr	0.63	1.00	1.92							
3-hr	0.72	1.10	1.97							
6-hr	0.95	1.36	2.15							
12-hr	1.21	1.68	2.57							
24-hr	1.51	2.08	3.08							

B. TABLE 2 - PRECIPITATION FOR USE WITH THE TR-55 METHOD (inches)

	Precip	(inches)	
Duration	2-yr	10-yr	TOO Vr
5	0.004	0.003	0.006
10	0.006	0.06	0.006
15	0.007	0.007	0.008
20	0.008	0.003	0.028
25	0.008	0.008	ს.911
30	0.009	0.010	0.011
35	0.009	0.010	0.011
40	0.010	0.011	0.011
45	0.011	0.012	0.014
50	0.012	0.013	0.017
55	0.013	0.014	0.017
60	0.014	0.016	0.020
65	0.140	0.241	0.473
70	0.114	0.195	0.384
75	0.078	0.133	0.262
80	0.049	0.084	0.165
85	0.033	0.057	0.112
90	0.023	0.040	0.079
95	0.016	0.028	0.055

7	Precipitation (inches)						
Duration	2-yr	10-yr	100-yr				
100	0.012	0.021	0.042				
105	0.010	0.016	0.032				
110	0.008	0.014	0.028				
115	0.008	0.014	0.027				
120	0.009	0.016	0.031				
125	0.014	0.016	0.012				
130	0.013	0.014	0.017				
135	0.012	0.013	0.017				
140	0.011	0.012	0.014				
145	0.010	0.011	0.011				
150	0.009	0.010	0.011				
155	0.009	0.010	0.011				
160	0.008	0.008	0.011				
165	0.008	0.008	0.008				
170	0.007	0.007	0.008				
175	0.006	0.006	0.006				
180	0.004 0.005		0.006				
Total	0.72	1.10	1.96				

^{*}These design storms capture the critical elements of shorter-duration storms that often control in subbasins with short times of concentration.

TABLE 3 - DESIGN STORM FREQUENCIES

Type of Structure	Minimum Design Storm Frequency
Water Quality Treatment Devices	2-Year Storm – Peak Flow
Water Quality Capture Volume	0.50 inches using 2-yr Rational Coefficients
Storm Drain (gutters, street, inlets, MHs, pipes, etc.)	10-Year Storm – Peak Flow
Streets, channels, swales, creeks, bridges, culverts, and other surface routes	100-Year Storm – Feal Flow 10-Year Storm – Feal Flow for Erosion Protection
Flood Control Detention Systems	100-Year Storr เ – Cricinal intensity within 24 hours
Flood Control Retention Systems	100-Year 24 hour Storm Depth

C. TABLE 4 – RUNOFF COEFFICIENTS FOR USE WITH THE RATIONAL METHOD

Surface Type	2-Year Storm	10-Year ട്രന്ന	10'/-Year Storm				
Paved and Roof	0.79	0.83	2.87				
Landscaped	0.14	0.57					
Native Open Space	0.03	0.17	0.50				
Retention Pond	0.84	า.87	0.89				
Other	As Determined by the Town Engineer per MHFCD.						

D. REQUIRED MEHODOLOGIES

- 1. Runoff for areas less than 90 acres Kational Method.
- 2. Runoff for areas 90 acres and greater NRCS Technical Release 55 (TR-55) within Autodesk Storm and Sanitary Analysis (SSA) with a precipitation distribution and duration from Table 2. The NRCS Unit Hydrograph Transform Method shall be used with the lag time assumed to be equal to the time of concentration. The Muskingum. Cunge Pouting Method shall be used for routing hydrographs. Pervious and directly-connected impervious areas must be modeled using separate subbasins. Composite Curve Numbers of these distimilar areas is not allowed. Mapped Hydrologic Soil Groups (HSG) shall not be used on areas where soil has been or vill be disturbed. In areas of disturbed soils, a site-specific soil study shall be conducted to determine its HSG. The applicant must provide the Town with pdf copies of all input and output computer files in sufficient detail and format to perform a design review.
- 3. Flood control detention for less than 30 acres Federal Aviation Administration (FAA) Method modified with the Guo "Averaging Paramete" Method in Appendix A. Multi-stage control facilities shall be modeled using TR-55 per Section 2 above
- 4. Flood control detention for greater than 90 acres Regional flood control detention facilities shall be modeled using TR-55 per Section 2 above.
- 5. Water Quality Volume WQV = 0.50 in. x C_{2-yr} x DCIA, where:

C_{2-yr} is the Rational Runoff Coefficient for the 2-year return period. See Table 4.

6. DCIA is the directly-connected (to the outfall) impervious area. For single-family residential (SFR) developments, this area shall be: the area of all of the streets between the backs of curbs; the area of all of the driveways, assuming 30-feet-wide driveway the depth of the setback plus 10 feet; and one-fourth of the roof areas. Developments other than SFR shall be calculated individually. The Water Quality Volume can be included as part of the flood control volume.

2.2 DESIGN REQUIRMENTS

A. GENERAL

- 1. The impact of any proposed storm drainage system on the existing storm drainage system will be reviewed by the Town Engineer. The developer may be required to add off-site storm drain project improvements to provide adequate drainage control for their development.
- 2. The peak flow from the 2-year storm must be treated for water quality using a water quality detention volume or a GULD water quality treatment device approved by the Washington Department of Ecology.
- 3. Areas that will be drained through the proposed development with be considered and the method of drainage for those areas will be determined by the Town Engineer. Accommodations for pre-existing pass-through drainage are project improvements.
- 4. Public storm drainage shall not flow onto private property and public and private storm drainage shall not be comingled unless the private property owner chooses to a word public storm drainage onto their property, grant an easement to the Town accepting the trainage as theirs, and release and indemnify the Town from potential liabilities associated with it.
- 5. Snow from public rights-of-way shall be stored on addacent private properties. Private properties on which snow from public rights-of-way is stored shall great an easement to the Town accepting the snow as theirs, and release and indemnify the Town from putential liabilities associated with it.

B. COLLECTION AND CONVEYANCE

- 1. The piped and surface drainage system together shall be capable of passing the storm runoff from a 100-year event without flooding buildings, with 1 foot of freeboard.
- 2. The piped system shall be sized for the 10-year event without pressurizing. If the developer desires, the piped system can be used to convey the 100-year event it it is sized from the top of the catchment to receive the 100-year event.
- 3. Except for when the piped system is sized for the 100-year event, the 100-year system shall remain on the surface, be directed to the street ROW, and shall terminate at a 100-year flood control pond.
- Natural drainage channels shall be:
 - a. left in their natural state who never possible. Street crossings are acceptable if sized with the 1 foot of freeboard AND debris flow is accounted for.
 - b. remediated as a project improvement with adiacent land development
 - c. modeled using HEC-R AS if directed by the Tovin Engineer
 - d. protected from erosical pursuant to FEC-15 and North American Green methodologies. Drop structures shall be employed where possible.
 - e. configured with side slopes not exceeding 3:1.
- 5. Inlet boxes shall be placed.
 - f. on lot lines.
 - g. at sags.
 - h. at curb returns, preferably on 'he ipstream side.
 - i. a maximur i spacing based on gut er-spread, not exceeding ½ of the drive lane, calculations using HEC-22, Appendix A. Chart 1/3.
 - i. to eliminate the need for etre et intersection waterways.
- Street sags shall have an everland unoff route to a flood control pond or to another street.
- 7. Downhill cul-de-sacs shall have an overland runoff route sized for the 100-year event along a lot line with an easement in the name of the Town, but maintained by the property owner(s), with the required channel cross section recorded on the plat.
- 8. Cleanout boxes shall be:
 - a. placed at junctions and changes in alignment and slope.
 - b. placed a maximum of 400 feet apart.
 - c. self-cleaning. Storm drain boxes shall have no dead volume. Pipe flow lines shall be flush with the floors of the boxes.
 - d. labeled with "Storm Drain" on the manhole cover.
 - e. labeled with "[water quality message]" on hooded inlets.
- 9. Pipelines shall be placed within Town ROW and shall:
 - a. be located pursuant to the Town's Standard Drawings.
 - b. be made of reinforced concrete.
 - c. have a minimum diameter of 15 inches, or as shown in the Capital Facilities Plan.
 - d. have a minimum slope in accordance with HEC-22 Table 7-7 (3.0 fps flowing full).
 - e. have a maximum velocity of 20 feet per second.

- f. have a minimum cover pursuant to the manufacture's recommendations, or below the roadbase, whichever is greater.
- g. come together in cleanout boxes with crown elevations matching.
- h. extend to property lines to accommodate future development.
- Install fabricated galvanized steel trash grates over the ends of all exposed pipes 15 inches in diameter and larger.
- include energy dissipation at enclosed-to-open-channel and open-channel-to-enclosed transitions pursuant to the MHFD Manual.
- f. be inspected by video at the expense of the developer prior to acceptance.
- 10. Open channels shall:
 - k. have at least one foot of freeboard
 - I. be designed to protect from erosion pursuant to HEC 15

C. DETENTION, RETENTION, AND SNOW STORAGE

Detention and retention facilities shall be privately-owned-and-maintained unless specifically agreed to by the Town Council. Private surface ponds shall be designed the same as public ponds.

- 1. The maximum release rate from detention facilities shall be 'list prical or based on the capacity of the downstream system, whichever is less, as calculate using the methods required above.
- 2. Infiltration may be considered in detention and cotention. Cystem volume calculations.
- 3. Flood control detention is not required when there is a surface runoff route directly to Jordanelle Reservoir, excluding all tributary channels that might receive flow downstream of the subject area.
- 4. Retention facilities must:
 - a. be assumed to be half of the full depth for infiltration calculations.
 - b. be designed using the median measured percolation rate divided by 2.
 - c. drain within 48 hours.
 - d. provide a means for inspecting water le 'els in u ide ground retention systems.
 - e. , if underground, be protected on the upst earn side with a water quality treatment device approved by Washington Department of Ecology, TAPE Program, Pre-treatment General-Use Level Designation.
- 5. Surface ponds shall:
 - f. have at least 1 foot of free board, except for the spillway. Above ground detention ponds in parking lots shall have 1 foot of free board to the finished-floor elevation of adjacent structures.
 - g. have a maximum depth of 4 feet. In paining lots, the maximum depth is 8 inches in parking stalls.
 - h. have side slopes not exceeding Sn:1v,
 - i. have a bottom slope of at least 1.5 percent.
 - j. have a pipeline under the point or a concrete-lined low-flow channel through the bottom of the pond, to convey flows that are icos than the capacity of the outlet.
 - k. have inside corrier radii of at least 10 lest.
 - I. spill to a street or other said discharge point approved by the Town Engineer.
 - m. have a structural BMP upstream of the orifice to catch trash and debris.
 - n. , if they are used locate orifice pla es such that they can be cleaned off when the pond is full. The minimum size of an crifice shall be 3.14 square inches. Every effort shall be made by the Engineer-of-Record to minimize the head over the orifice.
 - o. be landscaped pursuant to Town Standards, except for above-ground detention in private parking lots.
 - p. have inlet and outlet structures that match the side slope and top-of-bank of the pond, with the following two options:
 - i. Grated: Grates shall be made of galvanized steel with the bars oriented parallel to the side slope of the pond, spaced a maximum of 2 inches apart, with sufficient supporting cross bars.
 - ii. Fenced: Fenced structures shall be surrounded by an 8-feet simulated wrought-iron aluminum fence, with a gate with a 3/8-inch padlock mechanism, and a 6-inch concrete mow strip.
 - q. have a maintenance access road and ramp into the bottom of the pond. Maintenance access roads shall:
 - i. be at least 15-feet wide.
 - ii. have an all-weather surface, such as reinforced sod, traversable architectural rock, or other traversable pervious surface, with a punch bearing capacity of at least 40,000 pounds.
 - iii. Have a maximum slope of 15 percent.
 - iv. Have breakover angles pursuant to APWA Plan 225 for service truck access.

- v. Provide a jet truck work zone that: does not block a street lane, is not more that 7 feet from the front of the truck to the farthest inside wall of the box, and is not more than 15 feet from the side of the truck to the farthest inside wall of the box.
- 6. A detention pond is permitted to be located within a single residential lot, but only in a single-phase subdivision. The property owner of the residential lot on which a detention pond is located shall be responsible to maintain the pond and its underground infrastructure. This responsibility shall be noted on the subject lot on the plat.
- 7. Provide pervious, landscaped, and readily-accessible snow storage areas that are equivalent to at least fifteen percent of the total adjacent impervious areas, including public rights-of-way. Snow storage areas shall accommodate snow removal. Snow storage areas shall be chown on the subdivision plat. Easements and easement agreements, as necessary, shall be granted and shown on the subdivision plat. Easement agreements shall obligate the property owner for snow management and include a detailed description of snow removal methods and annual management.

3.0 DRINKING WATER SYSTEM

Private systems shall be designed the same as public systems. Frivate systems shall be inspected for cross connections the same as public systems. Systems that serve private development shall be master-metered and privately-owned-and-maintained.

3.1 DESIGN REQUIREMENTS

A. PIPELINES

- 1. Pipelines shall be as shown in the Capital Facilities Plan, or at least 8 inches in diameter unless the Town Engineer allows a smaller diameter down to 4 inches to improve water quality in dead-end lines. Pipelines that supply fire hyrdrants shall be at least 8 inches in diameter.
- 2. Pipelines in private streets shall be on the same sides as in public streets.
- 3. The minimum fire flow shall be pursuant to State Standards, or more if determined by the Fire Marshall.
- 4. The minimum operating pressure in all parts of the system shall be 40 pounds per square inch during peak day demand.
- 5. The minimum operating pressure in all pa ts of the system shall be 30 pounds per square inch during peak instantaneous demand
- 6. The maximum operating pressure in all peris of the system shall be 120 pounds per square inch.
- 7. Systems shall be designed so that pressures conform to the pressure zones shown in the Town's Capital Facilities Plan.
- 8. The maximum flow velocity shall to 6 feet per second.
- 9. The impact of any proposed system on the existing system will be reviewed by the Town Engineer. The developer may be required to add infrastructure to mitigate impacts to the existing system and provide adequate water supply to their development.
- 10. If required by the Town Engineer, the Engineer-of-Record shall provide a computer network model, for the Town Engineer's review, of the proposed system showing compliance with this Standard. The Town will provide boundary conditions, hased on the system, for the model.
- 11. Individual booster punes are not allowed.
- 12. Permanent dead-ends shall not be longer than 600 feet.
- 13. The maximum allowable deflection of pipe joints shall be less than or equal to half of the manufacturer recommended maximum deflection.
- 14. Pipelines shall extend to property lines to accommodate future development.
- 15. Public pipelines through private property shall be in dedicated home-owner-association or business-owner-association open space centered in a 20-feet-wide easement in favor of the Town.

B. VALVES

- 1. Valves smaller than 10 inches shall be gate valves. Valves 10 inches and larger shall be butterfly valves.
- 2. Valves shall be placed at intervals not exceeding 800 feet.
- 3. At junctions, valves shall be placed on all legs, minus one, as directed by the Town Engineer.
- 4. Valves shall be placed within 5 feet to 10 feet of the ends of casings.
- 5. Valves shall be placed at connections to the existing system.
- 6. Blow-offs shall be placed at the ends of and low points in pipelines. Fire hydrants may be used as blow-offs.

7. Air vacuum valve stations shall be placed at high points of the system and other locations as required for proper system operation.

C. FIRE HYDRANTS

- 1. Fire hydrants shall be placed at the ends of cul-de-sacs, the ends of dead-end streets, and every 1000 feet of off-site pipelines.
- 2. Fire hydrants shall be placed as directed by the Fire Marshall.
- 3. The minimum fire flow shall be pursuant to State Standards, or more if required by the Fire Marshall.
- D. JSSD

4.0 SANITARY SEWER SYSTEM

JSSD

5.0 STREET SYSTEM

Private streets shall be privately-owned-and-maintained. The pavement design (subbase, roadbase, and asphalt) for private streets shall be at least the same as public streets. The pavement width of private streets shall be at least as wide as required by the latest edition of Appendix D of the International Fire Code.

5.1 DESIGN REQUIREMENTS

- A. Because preference is given to pedestrians, a drivaway approach is required for all private accesses (APWA Plan 225 for non-single-family residential accesses and private streets, and APWA Plan 221 for single-family residential accesses) unless recommended otherwise by the Town Engineer, based on site-specific considerations, such as:
 - 1. speed, slope, and functional classification; of the adjacent street
 - 2. width of the proposed access
 - 3. volume of the proposed acress
 - 4. drainage
- B. Curb returns adjacent to ADA ramps shall have a maximum slope of 2 percent where possible. Where the base of the curb ramp, or the edge of the it is had ding must join an intersection of two streets with running grades greater than 2 porcent, the base of the curb ramp or the edge of the flush landing may be warped to meet the street running grade. Every effort shall be made to minimize this grade by warping the street cross slope plus or minus of percent on both legs of the intersection.
- C. The following Table prerves as a guide to design professionals by providing a summary of the Town's Street Design Standards. These Standards are required unless specifically accepted otherwise by the Town Council. In the absence of standards specified by the Town, street design shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets." Selections from other published professional standards, i.e. ITE, ASCE, may be considered at the sole discretion of the Town Engineer.
- D. A physical traffic calming measure is required on street segments longer than 1000 feet without at least a 45-degree turn.
- E. Partial streets are allowed when developing a street along a property line and the other property owner is unwilling to participate in the development. But, storm drainage must still be managed according to these Standards, which might require additional right-of-way and infrastructure.
- F. School crosswalks and associated STOP bars shall be placed along Safe Routes to School routes. Other crosswalks shall be placed as directed by the Town Engineer.

TABLE 5 – GEOMETRIC DESIGN OF STREETS

DESIGN ELEMENT	LOCAL (Class II)	MINOR COLLECTOR (Class III)	MAJOR COLLECTOR (Class IV)				
Average Daily Traffic Maximum	3,000	6,000	15,000				
Design Speed (mph)	25		30				
Posted Speed (mph)	20		30				
Typical Section Elements							
Right-of-Way Width	54'	64'	73'				
Pavement Width (excluding C&G)	30'	40'	54'				
Number of Lanes	2	7.	3				
Side Cut/Fill Slopes (outside ROW)	3:1 (up to 5 feet high ar d 2. above 5 fe	et high				
20 Year ESAL Requirement	60,000	50,000	250,000				
Vertical Design Elements							
Vehicle Design	Passenge	er, School Buses, Delivery wicks, D	u.უp Trucks				
Minimum Centerline Grade		0.5%					
Maximum Centerline Grade	10%*	8	84/0				
Maximum Centerline Grade Across	50/		10/				
Designated Crosswalks	5%	! %					
Maximum Grade in Cul-de-Sacs	5%	5% Cul-de-Sacs Not Allowed					
Maximum Centerline Grade Break w/o	1% 0.5%						
Vertical Curve	176 0.3%						
Maximum TBC Grade Break w/o a	2%		2%				
Vertical Curve**							
Minimum Crest Vertical Curve "K" Value	12		19				
Minimum Sag Vertical Curve "K" Value	26	7	37				
Minimum Length of Vertical Curve	75'		90				
Horizontal Design Elements							
Minimum Mid-Block Centerline Curve Radius	198'	3	33'				
Superelevation		Not Allowed					
Intersections		NOT Allowed					
Intersection Sight Distance	AASHTO	"A Foliov on Geometric Design", La	atest Edition				
Corner Curb Radius	, Adino	Se / Standard Drawing ST-5.	ACOC EGILIOTI				
Minimum Angle of Intersection	50° Standard Drawing 31-5.						
Maximum Centerline Offset							
Maximum Centerline Grade***							
Vertical Tie-In		centerline crowns in an intersection streets and at the edge of the outside					

^{* 12%} for lengths not exceeding 500 f/.et.

** Maximum grade break of 2% alon j TB J with Minimum length of 25 feet between breaks.

*** Grade must extend to the PC/PT of t'.e intersecting street.

	Minimum	Signal	-	2640	2640	1320	1320	1320	1320	1320	1320	N/A	\$ P
		Other Driveways	Edge Clearance (feet) ⁷					20 min					ig Standard
	Geometric Design of Driveway Access ⁶	Other D	Approach Width (feet) ⁶		Two Way	25 min	40 max		One Way	16 min	30 max		Opposing Downstrear, Opposing Upstream Upstream Proposed Access Figure 1: Measurements for Minimum Access Spacing Standards
dards	tric Design of Dr	Single-Family Residential Driveways	Curb Return Radius (feet)		10 min	2				15 max	<u> </u>		Opposing Downstrear, am Proposed Access ments for Minimum
ent Star	Geome	mily Resider	Edge Clearance (feet) ⁷					6 min					Dow Dow Measuremer
ınagem		Single-Fa	Approach Width (feet) ⁶			12 min				20	30 IIIdX		Figure 1:
Hideout Town Access Management Standards	Cross	Street	Unsignalized Intersection Spacing (feet)	099	400	099	400	250	0¢;	25/	√30	150	I the minimum toed at of-curb, with the he lesser to be designed ning and/or d along
ut Town	(feet) ^{1,2,3,4}		Opposing Downstream (feet)	160	160	105	105	6	70	06	02		neet or exceed should be spe inf-curb to face-oroxided from in y be required in additional turn we as measure
Hide	Minimum Driveway Spacing (feet) ^{1,2,3,4}		Opposing Upstream (feet)	175	130	115	65	105	5/3	15.5	20		in Figure 1. s points should r n major arterials ured from face-c reets should be p reets prohibited as are prohibited to accommodate to accommodate edge nearest dri
	Minimum Dr	base anominal	Opstream and Downstream (feet)	350	200	200	150	150	8.7	85	50		sured as shown ements for acces ents. Curb cuts of feet apart, meas to feet. Cess to public st tion) street. In transition are safety and flow, a safety and flow, a coperty line and operaty line and
			Functional Classification	Major Arterial w/o Median Barrier	Major Arterial w/ Mr มเลา Barrier	Minor Arterial 7./0 Mr. Jian Barrier	Minor Art, rial w' Median Barrier	Collector w/o Madian Barrier	Collector w/ Median Barrier	Minor Collector w/o Median Barrier	Minor Collector w/ Median Barrier	Local w/ or w/o Median Barrier	 Driveway spacing is measured as shown in Figure 1. Corner clearance requirements for access points should meet or exceed the minimum driveway spacing requirements. Curb cuts on major arterials should be spaced at distances greater than 230 feet apart, measured from face-of-curb to face-of-curb, with the preferred distance being 300 feet. For corner properties, access to public streets should be provided from the lesser (lowest functional classification) street. Driveways in right-turn lane transition areas are prohibited. For the benefit of traffic safety and flow, access points may be required to be designed to prohibit certain types of turning movements. Wider driveway widths may be permitted to accommodate additional turning and/or acceptance lanes. Distance between side property line and edge nearest drive as measured along traveled way.

G. STREET LIGHTING

When private street lighting is required by Town ordinance, the location and spacing of private street lighting shall be the same as public street lighting. Other aspects of private street lighting shall be at the discretion of the developer.

All public street lighting shall be installed in accordance with the most current Town Standards, Utah APWA, Rocky Mountain Power Standards and N.E.C. (National Electric Code). A streetlight plan showing wiring location, wiring type, voltage, power source location conduit size and location shall be submitted to the Town and be approved prior to construction. No deviation to location of streetlight, pull boxes, conduits, etc., shall be permitted without prior written app oval from the Town Engineer or his/her representative.

1. Location and Spacing

- a. Every intersection and access that has a street name sign, corner, and beard in road, shall have a street light.
- b. Shall be installed along property lines where attains ole.
- c. Shall not be installed within 5 feet of a fire hyd ant. The Location shall be such that it does not hinder the operation of the fire hydrant and water line operation valves.
- d. Shall be a minimum of 5 feet from any tree, unless written approval is received from the Town Engineer. Branches may need to be pruned as determined by the Engineering Inspector in the field at the time of installation.
- e. Shall not be installed within 5 feet from the edge of any driveway.
- f. Any structure such as block walls, chan link fences, retaining walls, etc., shall leave a minimum of eighteen (18) inches to the face of the succession pole on all sides.
- g. Wherever there is an overhead utility that may conflict with the installation of the street light circuits and/or street light poles, those conflicts rius' be resolved between the developer and the utilities involved before the street light bases are constructed at no expense to the Town or Rocky Mountain Power. The resolution must be approved by the Town and Rocky Mountain Power.
- 2. Voltage All street lights shall have 120 (nominal) volt input voltage.

3. Conductors

- a. The minimum wire size shall be #6 AWC RHW- copper lines from power source to the ground boxes.
- b. From the pole base or (hand hole) to the fixture head #10 or #12 THHN copper will be only allowed.
- c. No aluminum wire allowed.
- d. Wire to be black, white, green or phaced caped at both ends.
- e. Run conduit to the lock side of transformer. Leave 8 feet excess wire to transformer or 6 feet excess wire to se condary box as per Rocky Mountain Power ("RMP") requirements, so that RMP will make the connection. Contractor is able to use HDPE conduit so long as it is schedule 40, grey in color, the wire is the correct size and listed for this use. All installations of HDPE shall be installed according to the current edition of the NEC Section 353 and UL labeled and listed.
- f. Multiple Pole Installation. Wire size shall be designed by an electrical engineer with no more than a 3% of a drop in the nominal voltage at the base of each pole. The minimum wire size shall be a #6 AWG RHW copper wire suitable for wet conditions. Electrical engineer to submit design drawings to the Town for review.
- g. It shall be required that in the absence of an existing workable circuit to attach to, that all installations shall require new service for operation of the circuits in this case developer and/or his engineer shall contact Rocky Mountain Power. The new service shall be located within the utility right of way and shall be provided at the developers cost.
- h. All electrical work must be performed by a licensed electrician.
- i. All service point(s) shall be coordinated with Rocky Mountain Power and whenever possible be located near the center of the circuit. Service point(s) shall be shown on the Plans.
- i. Photo cells must face north.

Conduit

a. All conduits shall be a minimum of 1-1/2 inch PVC, Schedule 40 and grey in color. Contractor is able to use HDPE conduit so long as it is 1-1/2 inch, schedule 40, grey in color, and the wire

- is the correct size and listed for this use. All installations of HDPE shall be installed according to the current edition of the NEC Section 353 and UL labeled and listed.
- b. 90° sweeps/bends shall have a maximum of 24 inch radius and a minimum of 18 inch radius.
- c. Conduit shall have a minimum of 18 inches of cover in a utility trench and a maximum of 30 inches of cover (refer to details diagram sheet.)*
- d. All conduits shall have an approve cap or duct seal on ends to prevent debris from entering conduit during construction.
- e. All empty conduits shall have a pull string.
- f. Conduit shall extend a maximum of 3 inches and a minimum of 1 inch above the finished streetlight concrete base.
- g. Multiple Pole Installations: Conduits will be allowed to be of a larger size as required to accommodate the larger wire sizes.
- h. Mark all buried conduits by placing plastic marker tape (minimum 6" wide) along the entire length of run 12-inches below grade.
- i. Inspection: Prior to backfilling, buried conduit shall be inspected and recorded by a Town GIS Technician.

5. Bases

- a. All bases shall be a maximum of 2 inches above, sinewalk or top back of curb grade or whichever is higher.
- b. Bases shall be located in the park strip as in lice (ed or Town Standard Plan ST-6.
- c. Allow the concrete pole base to cure for at least 7-days rifor to installing the street light.

6. Ground Box

- a. Known as box, vault, flush mount, pull box, enclosure, and junction box.
- b. Box and cover shall be Oldcastle Precast, Carson H Serics #H 118-12 (11"W X 18" L 12" D) or approved equivalent with the words "Street Lighting" on the cover.
- c. Lid must be secured with the prope stainless steel bolts.
- d. 6" of gravel (3/4 minus) shall be placed prior to setting the ground box.
- e. Top of ground box shall be placed at fin shed grade
- f. Conduit shall extend a maximum of 3 inches above the gravel in the base of the ground box and a minimum of 2 inches above gravel in the base of the ground box.
- g. One ground box shall be installed within 4 to 10 feet of the power sources (as per Rocky Mountain Power specifications).
- h. One ground box shall be installed vithin 2 rept of street light pole base. This item may be modified or deleted as determined by the Engineering Inspector in the field during construction, with input from the Town Street Light Manager.
- i. Wire must extend 18 inc. as above grade to splice in ground box.

7. Connections

- a. Wire nuts are allowed in the pole case as sembly.
- b. Mechanical lugs NSi ESSLK 2/0 Ger packs or equivalent may only be used in the ground box and shall meet NEC specifications, by UL labeled & listed and be designed for this purpose.
- c. A Littelfuse I £B J fuse holder (or equivalent) with weatherproof rubber boots, mechanical connection, 600 volt rated and 30 AMP rated shall be used.
- d. Fuse shall be 10 AM? BLF, 20 AN P BLN and 30 AMP BLN or equivalent one time fuse.
- e. Fuse holder shall be placed on all hot leads.
- f. Crimp connections not are alloyed.

8. Grounding

- All grounding shall be installed according to the current Edition of the NEC Section 250 and UL labeled and listed.
- b. The ground rod shall be a minimum of 2 inches above finished concrete grade for the street light base and a maximum of 3 inches above finished concrete grade for street light base. See detail sheet.
- c. When non-metered street lights are installed, article 250.24 shall be applied for bonding & grounding applications for service supplied AC systems.
- d. Conductor: Solid, cu, bare, soft drawn.
- e. Ground Rod or Ground Ring:
 - i. Ground Rod 8 feet x 5/8 inch diameter Copper weld/bonded, cu.
 - ii. Ground Ring #6 AWG copper clad per NEC Section 250.
 - iii. At any time the Town may require third party testing at the expense of contractor in addition to any costs to remedy deficiency.
- 9. Clam: 5/8-inch copper-clad.
- 10. Burndy KA24U 14 1/10 AWG AL/CU mechanical lugs or equivalent shall be used to connect the ground wire to the group clip inside the street light pole.

Appendix A

Guo "Averaging Paramater" Method

Guo, James C.Y. (1999). "<u>Detention Basin Sizing for Small Urban Catchments.</u>" ASCE J. of Water Resources Planning and Management, Vol 125, No.6, Nov.

DETENTION BASIN SIZING FOR SMALL URBAN CATCHMENTS

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Abstract

The Federal Aviation Administration (FAA) method for sizing small detention and retention basins is a volume-based approach that is sensitive to the release rate. In practice, such a release rate is often approximated by open channel hydraulies or culvert hydraulies. Without a consistent guideline, this practice of approximation can result in significant discrepancy or violation of the volume balance between the inflow and outflow hydrographs. In this study, a consistent procedure was developed to derive the average release from the allowable peak outflow. The required parameters for this method include peak inflow, design storm duration, and the time of concentration of the watershed. With this reodification, the detention storage volume maximized by the FAA method can satisfy the volume conservation between hydrographs.

Key Words: Detention, Rational, FAA

INTRODUCTION

Urban stormwater facilities are designed to pass the peak flow through conveyance systems or to store a portion of the runoff volume in detention systems. For a small urban catchment with a tributary area less than 100 acres the rational method is suitable for peak runoff predictions and the Federal Aviation Administration (FAA) method is recommended for detention storage volume predictions. The FAA's procedure is to maximize the required storage volume by the volume difference between the inflormand outflow volumes produced by a series of rain storms on the water and. During the potential not initiation process, the outflow volumes are calculated by an approximate average release from the detention basin. In current practice, there is not any guidance as to how to estimate the average release.

As a volume-based method, the FAA procedure has been widely used for small urban catchments in spite of its ambiguity in estimating the average release from the basin. For instance, the average release may be calculated by open channel flow, orifice formula, or culvert hydraulics. These hydraulic approaches result in violation of the hydrologic principle of volume conservation between the inflow and outflow hydrographs and inaccurate calculations on the required detention storage volume. To improve the current practice, this study suggests that the average release be a fraction of the allowable release rate. This fraction can be further derived by the volume conservation principle between inflow and outflow hydrographs during the maximization process. In this study, this ratio was found to vary with respect to storm duration, and is not a constant as recommended in many design criteria such as the Denver Design Criteria Manuals, and FAA Airfield and Heliports Design Criteria. The revised procedure can also be applied to other volume-based methods such as the capture runoff volume method (Guo and Urbonas, 1996) for sizing storm water quality control ponds. It provides a

consistent guideline to the estimation of the average release from a basin, and warrants volume conservation between the inflow and outflow hydrographs.

DETENTION STORAGE VOLUME BY THE FAA METHOD

The volume-based approach such as the FAA method is applicable to urban catchments with a tributary area less than 150 acres. To predict the peak runoff from such a small urban watershed, the Rational method states:

$$Q_d = \alpha C I_d A \tag{1}$$

The rainfall intensity in Eq 1 can be described as:

$$I_d = \frac{aP}{(b+T_d)^n} \tag{2}$$

in which α = unit conversion factor, equal to 1 for English units, and 1/360 for SI units, C = runoff coefficient, A= watershed area in acres (hectare), I_d = rainfall intensity in inch/hr (mm/hr), T_d = rainfall duration in minutes, Q_d = peak runoff rate in cfs (cms) and a, b, and n= constants on the Intensity- Duration- Frequency (IDF) formula.

Storm water detention process is to reduce the peak runoff and to delay the time to peak as well. In practice, the allowable release rate from a basin is defined by the downstream critical capacity, or the pre-development condition.

In this study, the average release is suggested to be a fraction of the allowable peak runoff, Qa. Therefore, we have:

$$Q_m = mQ_a \tag{4}$$

in which Q_a = the allowable release which for urs at time T_a in Figure 1, Q_m = average release rate, and m = ratio of the average release to the allowable peak runoff rate. For a storm event, the detention storage volume is equal to the volume difference of the inflow and outflow as:

$$V_i = \alpha C I_d A T_d \tag{5}$$

$$V_o = Q_m T_d = m Q_a T_d \tag{6}$$

$$V_{d} = 60[\alpha C I_{d} A T_{d} - Q_{m} T_{d}] = 60[Q_{d} T_{d} - Q_{m} T_{d}]$$
(7)

2

in which V_i = inflow volume, V_o = outflow volume, and V_d = the required storage volume in cubic feet or cubic meter. The factor of 60 is to convert seconds to minutes. The reliability of Eq 7 depends on the specified average outflow in Eq 4. Without an adequate guidance, Eq 7 may lead to any result based on engineer's best estimation. Although an adjustment factor have been recommended to avoid underestimation of the detention volume by Urbonas and Stahle (1991) and Guo (1990), it is necessary to develop a consistent guideline for Eq 4.

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MAXIMIZATION OF DETENTION STORAGE VOLUME

The peak runoff flow that occurs at the time of concentration, T_c is recommended for conveyance designs. It is well understood that the design storm duration for a detention basin is usually longer that T_c . As illustrated in Figure 1, the peak flow, Q_d , is produced by the design storm for the detention design. To estimate the required storage volume with no prior knowledge of the outlet hydraulics, it is suggested that the storage volume be calculated using the linear rising outflow hydrograph, i.e. line OB in Figure 1 (Mercenn 1982) (Guo 1997). Based on the volume difference between the inflow and outflow hydrographs in Figure 1, the detention storage volume, i.e. the shaded area, is:

$$V_{d} = 60 \left[Q_{d} T_{d} - \frac{Q_{a}}{2} (T_{d} + T_{c}) \right]$$
 (8)

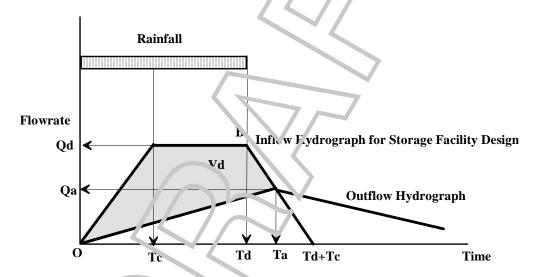


Figure 1. Detention Storage Volume Estimated by Hydrographs

Equating Eq 7 to Ec 8, the value of m is derived as:

$$m = \frac{1}{2} (1 + \frac{T_c}{T_d})$$
 for 0.5 \(m < 1 \) and T_d > T_c \((9) \)

Often the value of m is recommended to be a constant between 0.80 and 0.90 for all storm events (Urbanos and Stahre in 1991). Eq 19 indicates that the value of m varies with respect to the rain storm duration and can not be applied to a storm with duration less than T_c because the maximized operation of a detention basin requires the entire catchment to be tributary. The current practice does not have any limitation on storm duration and results in a maximization procedure starting from 5-minute rainfall. Eq. 9 begins with a value equal to unity when the storm duration is equal to T_c and then reduces to 0.5 when T_d is much longer than T_c . In comparison, the current practice of applying a constant value of m to all storm events can lead

Guo - Detention Basin 3

to significant mistake. Substituting Eq 9 into Eq. 5 with the aid of Eq 3, the FAA method is modified to:

$$V_d = 60 \left[\alpha C I_d A - \frac{Q_a}{2} \left(1 + \frac{T_c}{T_d} \right) \right] T_d \tag{10}$$

The basic concept in the FAA method is to find the maximum volume difference between the inflow and outflow volumes under a series of storm events vith different durations. Eq 10 shall be tested for a range of T_d until Eq 10 is maximized ε s:

$$V_{m} = 60 \left[\alpha C I_{m} A - \frac{Q_{a}}{2} (1 + \frac{T_{c}}{T_{m}}) \right] T_{m} \text{ at } T_{d} = T_{m}$$
(11)

where the subscript m represents the maximized solvtion.

DESIGN SCHEMATICS AND EXAMPLES

The example watershed used in this study is located in the City of Denver, Colorado. The 100-year IDF in Denver is specified by a = 74.1, b = 10, and a = 0.786. The developed watershed of 100 acres has a time of concentration of 25 mirutes and runoff coefficient of 0.65. It produces a 100-year developed peak runoff of 296.86 cfs. The allowable release is 33% of the developed peak runoff. As a result, the allowable release rate is

$$Q_a = 0.33Q_p = 97.96 \quad cfs \tag{12}$$

The detention volumes for various perious of storm duration are calculated in Table 1. The maximized volume is found to be 8.52 acres ft for this example.

Duration	Rainfail Intersity	Volume	Average Parameter	Average Outflow	Outflow Volume	Storage Volume
minutes	inch/hr	acre-ft	M	cfs	acre-ft	acre-ft
		Eq5	Eq 9	Eq 4	Eq 6	Eq 10
50.00	2.97	13 28	0.75	72.36	4.98	8.30
60.00	2.63	14.12	0.71	68.34	5.65	8.47
70.00	2.37	14.23	0.68	65.47	6.31	8.52
80.00	2.16	15.45	0.66	63.32	6.98	8.47
90.00	1.99	16.00	0.64	61.64	7.64	8.36

Table 1. Example for Maximization of Detention Volume.

CONCLUSIONS

Different hydrologic methods were developed for different hydrologic conditions. In the development of technical design criteria, it is a continual effort to maintain consistency among various design methods. The FAA method intends to be a simplified volume-based approach.

However, the current practice falls short in the estimation of the average outflow. This study presents a modification to the volume-based approach such as the FAA method so that the estimated detention volume can be consistent with the hydrograph method. Modifications to the FAA procedures shall not change its original intention as a simplified approach. As a result, this study applies the volume conservation principle between the simplified hydrographs to relate the average outflow as a fraction of the allowable release rate.

In this study, it was found that the average outflow can be determined by the allowable release from the basin, design storm duration, and the time of concentration of the watershed. In practice, the average release was often considered to be the average flow rate over the base time of the outflow hydrograph. This study indicates that this average cutflow in fact is the equivalent average release rate that drains the basin storage volume over the storm duration time. Secondly, the ratio of average release to allowable release was not so constant as recommended by the current practice. Instead, it varies between one and 0.5, depending on storm duration. Applying a constant ratio to all storm events may result in a significant discrepancy against the volume conservation between the inflow and outflow hydrographs. Eq 9 provides a consistent guideline that modifies the current FA. A procedures to satisfy the hydrograph volume balance.

APPENDIX I. REFERENCES

- 1. Adams County, Colorado. (1990) "Storm Drainag" D sig 1 and Technical Criteria."
- 2. Department of the army and the Air Force. (1977) "Sur₁ ace Drainage Facilities for Airfields and Heliports." Technical Manual No 5-520-1, Washington DC.
- 3. Federal Aviation Administration, Department of Transportation. (1970) "Airport Drainage", AC No. 150/5320-5B.
- 4. Guo, James C.Y. (1977). "<u>Detention Basin</u> <u>Design and Sizing</u>." Research Report, Department of Civil Engineering, University of Colorado at Denver, to be published by the Water Resources Publication, Inc. Littleton, Colorado.
- 5. Guo, James C.Y. and Urbona, Ben. (1995) "<u>Maximized Detention Volume Determined by Runoff</u> Capture Ratio." ASCE J. of Water Resources Planning and Management, Vol. 122, No. 1.
- 6. Malcom, H. Rooney. (1962) "Son: Detention Design Ideals." ASCE Proceedings of the Conference on Stormwater Detention Facilities, held in New England College, Hanniker, New Hampshire, edited by William DeGroot.
- 7. Shueler, Thomas R., and Helfrich, Mike. (1989) "<u>Design of Extended Detention Wet Pond System.</u>" Design of Urban Runoff Quality Controls, Edited by Larry A. Roesner, Ben Urbanas, and Michael B. Sonnen, American Society of Civil Engineers, New York, New York.
- 8. Urbonas, Ben and Stahre, Peter. (1991) "Storm Water Detention." Prentice Hall, Englewood Cliffs, New Jersey.

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Appendix B

Subdivision Plat Template

SURVEYOR'S SEAL

STANDARD PLAT FORMAT

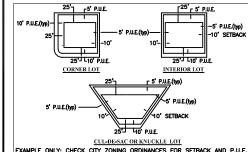
TYPICAL:1" = 30' MAX:1" = 100' LEGEND DATE OF PREPARATION 3 2 EXISTING SECTION CORNER (FOUND) PHASE 1 BOUNDARY LINE STREET CENTERLINE PROPOSED STREET MONUMENT MONUMENT TO MONUMENT TIE < PROPOSED FIRE HYDRANT PROPOSED STREET LIGHT PARCEL DEDICATION TO SARATOGA SPRINGS EXISTING RIGHT-OF-WAY OVER THE WEST 33.00 FEET OF THE PROPERTY IN SECTION (BUILDING SETBACK LINE PUBLIC UTILITY EASEMENTS

CENTERLINE CURVE TABLE

	CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING	
	CL1	200.00	202.46	57'59'57"	110.86	193.92	N29"16"01"E	
	CL2	200.00	111.64	31'58'58".	67,32	110.20	S15'43'26"E	
	CL3	345.00	191.93	31'52'307	98.52	189.47	S15'47'45"E	
CURVE TABLE 1								

INFORMATION	AC	SQ FT.	%TOTAL	#	NOTES
TOTAL PROJECT AREA	13.9	607182	100%		
SENSITIVE LANDS	0.2	7503	1%√		7% OF OPEN SPACE
OPEN SPACE		101750			
BUILDABLE LAND	8.1	354478	58%		
ROW AREA	3.5	150954	25%		
LANDSCAPING AREA	4:5	197518	33%		
LOTS	V			61	
NET DENSITY DWELLINGS BY ACRE				4.4	

TYPICAL SETBACK & P.U.E. DETAILS



PLAT NAME AND PHASE

LOCATED IN A PORTION OF THE _____QUARTER OF SECTION_ TOWNSHIP __ SOUTH, RANGE __ EAST, SALT LAKE BASE AND MERIDIAN HIDEOUT TOWN, WASATCH COUNTY, UTAH

STANDARD PLAT NOTES

1—FINAL PLATS NOT RECORDED WITHIN ONE (1) YEAR FROM THE DATE RECEIVING FIN L AP ROVAL SHALL BE NULL AND VOID UNLESS PHYSICAL CONSTRUCTION HAS STARTED OR AN EXTENSION HAS BEEN "CQU" STED AND GRANTED PRIOR TO THE ORIGINAL PLAT EXPIRATION DATE. IN CASES WHERE CONSTRUCTION HAS START" J. PL. "APPROVAL SHALL AUTOMATICALLY BE EXTENDED FOR A SECOND YEAR FROM THE DATE OF THE INPL" APPROVAL. "F PHYSICAL CONSTRUCTION HAS NOT STARTED, APPLICANTS MAY REQUEST AND BE GRANTED A ONE (1) YEA EXT" SION. HU. "VER, IF AN EXTENSION IS GRANTED, THE REQUIREMENT TO INCORPORATE UPDATED CITY STANDARDS, O" REFAIL. "F BONDS "O OTHER ASSURANCES MAY BE ENFORCED AS A CONDITION OF APPROVAL FOR THE EXT. INSIO." .
2—PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL "STI" G STUDIES MA. "BE REQU." TO ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
3—THIS PLAT MAY BE SUBJECT TO "A DEVELOPMENT AGREEMENT THAT SPF.II". "THE CONDITIONS OF DE." OPING BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER "OR "ETAILS" WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS AND BOND A" REEV. "NT NO. ____" WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS IN THIS SUBDIVISION THE & BUILD PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.

BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. IT ALL FOLLTON THE AGENCY AND ASSIGNS OF DEVELOPER. IT ALL FOLLTON THE AGENCY AND ASSIGNS OF DEVELOPER. IT ALL FROM MENTS H/ /E BF AN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION F .ES / KE PAID.

6-REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BU. AND ANY JUCH REFERENCE SHALL ALSO

STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION F.ES / XE PAID.
6-REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BU." AND ANY UCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
7-NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IM. "QOVEMEN'S D'SIGNATED AS "PRIVATE" ON THIS PLAT.
8-ALL PRIVATE STREETS, PARKING AREAS, AND COMMON AREA ARE DEL. "ATED AS ." Y UTILITY EASEMENTS. HEBER CITY HAS THE RIGHT OF ACCESS THROUGH THESE EASEMENTS TO ACCESS, MAIN. "N, AND M. "AIR CITY UTILITIES. NO CHANGES TO TOPOGRAPHY, STRUCTURES, ABOVE OR BELOW GROUND ARE ALLOWED IN M. "SMENTS W." IN 10 FEET OF CITY UTILITIES WITHOUT WRITTEN PERMISSION FROM THE HEBER CITY ENGINEER. ANY OBSTACLES L. "CCTED WII. "IN THESE EASEMENTS WITHOUT WRITTEN PERMISSION WILL BE REMOVED AT THE CURRENT PROPERTY OWNER. "SVEP'SE. ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN PRIVATE PR' "FL..." ""AIL BE THE RESPONSIBILITY." F ROPERTY OWNER. ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN PRIVATE PR' "FL..." ""AIL BE THE RESPONSIBILITY." F ROPERTY OWNER. ALL DRINKING WATER AND PRESSURIZED IR" GRATION SERVICES AND THEIR. ""THANCE FROM THE WATER METER OR SERVICE VAULT SHALL BE THE RESPONSIBILITY." THE "". "COURTY OWNER."
9-A GEOTECHNICAL REPORT HAS BEEN COMPLETED D. ". [GEOTECH... CAL ENGINEER], WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, WERE ENCOUNTERED. THE CITY ASSUMES NO LIABIL Y OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THEREOF IN THE REPORT.

10- AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE AD. "CENT J. OR NEAR THE PLAT AND LOTS, THE LOTS IN THIS PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANLS, AND A "PECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OC UR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLDAYS. THE "....... NOT RESPONSIL'E OR "ABLE FOR THESE USES AND IMPACTS AND WILL NOT RESPONSIL'E OR "ABLE FOR THESE OSES AND IMPACTS AND WILL NOT RESPONSIL'E OR "ABLE FOR THESE OSES AND IMPACTS AND WILL NOT RESPONSI

NOTES FOR PLATS WI'.H (OMMON AR LA

11-ALL OPEN SPACE, COMMO, SPACE, AND TRUL IM ROVEMENTS CONTROL THEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNER. ASSOCIATION IN ASSOCIATION AND APLAWS, ARTICLES OF INCORPORATION AND CC&R'S."

13-COMMON AREAS ARE CONVEYED TO MISERT IN "E OF HOA).

VICINITY MAP VICINITYMAR

For Plats with

Each owner's signature must be

notarized separately if multiple

owners sign in front of different

notaries. Please add an owner's acknowledgment signature block for

each owner who signs the plat.

ENGINEER'S NAME:

ENGINEER'S ADDRESS

DEVELOPER'S NAME:

DEVELOPER'S ADDRESS:

SURVEYOR'S CERTIFICATE

the undersigned surveyor, do hereby certify that I am a professional Land Surveyor and that I hold a license (number shown below) in accordance with Utah Code Title 58, hapter 22 of the Professional Engineers and Land Surveyors Licensing Act. I further ertify that, by authority of the owners, I have completed a survey of the property secribed on this subdivision plat In accordance with Section 17-23-17, have verified all neasurements, have subdivided said tract of land into lots, streets, together with accordance and have allored monuments on the ordand as expresented on the late! measurements, have subdivided said tract of land into lots, streets, together with easements, and have placed monuments on the ground as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the east of my knowledge. I also certify that I have filed, within 90 days of the establishment or reestablishment of this subdivision boundary, a map of the survey I have completed with the Wasatch County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land situated in the ___ Quarter of Section__, Township___ South, Range
East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

OWNER'S DEDICATION

now all men by these presents that the undersigned owner(s) of the above-described tract of and has/have caused the same to be subdivided into lots, parcels, and streets, together with sements and rights-of-way, to be hereafter known

XXXXX

and do hereby dedicate for the perpetual use of the public and City all parcels. lots, streets, easements, rights-of-way, and public amenities shown on this plat as intended for public or City use. The understgned owner(s), agents, successors, and asslgns shall voluntarily defend, indemity, and save harmless the City against any easements or other encumbrance on a dedicated street, easement, or right-of-way that will interfere with the City's use, maintenance and operation of the street or utilities. The undersigned owner(s), agents, successors, and asslgns also hereby convey any other easements, as shown and/or noted on this plat, to the parties indicated and for the purposes shown and/or noted hereon. The undersigned owner(s), agents, successors, and asslgns assume all lability with respect to the creation of this bubdivision by the alteration of the ground surface, vegetation, dranage, or surface or sub-surface water flows within this subdivision by the undersigned owner(s), agents, successors, and assigns, The owner(s)

ubdivision by the undersigned owner(s), agents, successors, and assigns The owner(s) ereby convey(s) the Common Area, as Indicated hereon, to the (Insert name of HOA), a Utah

Ionprofit Corporation, with a registered address of (insert address) witness whereof I have set forth my hand this ___ day of _____, A.D. 20__.

Print Name an HOA Title & Entity

OWNER'S ACKNOWLEDGMENT

Print Name

STATE OF UTAH } S.S.

On this __day of __ 20_ personally appeared before me __ who being by me duly sworn, did prove to me on the basis of satisfactory evidence to be the person(s) whose name(s) !āre subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authortzed capachy(les), and that by his/her/their spinature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed this plat with full authority of the owner(s).

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Full Name: Commission Number My commission expires:

APPROVAL BY LEGISLATIVE BODY

The Town Council of Hideout. County of Wasatch, approves is subdivision supject to the continuous and resultations state ereon, and hereby accepts the dedication of all streets, asements, and other parcels of land intended for the public urpose of the perpetual use of the public.

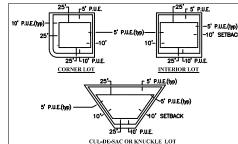
	PLAT NAME AND PHASE						
, A.D.	Located in a portion of the quarter of section ,township south, range east, salt lake base and meridian hideout town, wasatch county, utah						
_							

DATA TABLE

Approved on this

PLANNING DIRECTOR

INFORMATION	AC	SQ FI.	%IOIAL	I #	NOIES
TOTAL PROJECT AREA	13.9	607182	100%		
SENSITIVE LANDS	0.2	7503	1%<		7% OF OPEN SPACE
OPEN SPACE	2,3	101750	900		
BUILDABLE LAND	8.1	354478	58%		
ROW AREA		150954	25%		
LANDSCAPING AREA	4:5	197518	33%		
LOTS	V			61	
NET DENSITY DWELLINGS BY ACRE				4.4	



IPLE ONLY: CHECK CITY ZONING ORDINANCES FOR SETBACK AND P.U.E. STANDARDS THE SETBACK DETAIL IS NOT REQUIRED FOR COMMERCIAL.

. A.D.

PLANNING DIRECTOR

day of

Page 71

PLAT REQUIREMENTS

-FINAL PLAT SHALL BE PREPARED ON A SHEET OF APPROVED REPRODUCIBLE D-SIZE MYLAR AND MADE WITH TEXT NOT LESS THAN ONE-TENTH INCH IN SIZE, SHALL BE SO DRAWN THAT THE TOP OF THE SHEET FACES EITHER NORTH OR EAST, WHICHEVER ACCOMMODATES THE DRAWING BEST.
-ACCURATE LINES MUST BE DRAWN FOR ALL LINES, ANGLES AND CURVES USED TO DESCRIBE BOUNDARIES, BLOCKS, LOTS, STREETS, ALLEYS, EASEMENTS, AREAS TO BE RESERVED FOR PUBLIC USE AND OTHER IMPORTANT FEATURES.

BOUNDARY LINES SHALL BE DRAWN HEAVIER THAN STREET AND LOT LINES.

-MONUMENTS SHALL BE INSTALLED BY THE SUBDIVIDER'S ENGINEER OR LAND SURVEYOR AT SUCH POINTS DESIGNATED ON THE FINAL PLAT AS ARE APPROVED BY THE PLANNING DEPARTMENT.

-MONUMENTS MUST BE PLACED PRIOR TO FINAL BOND RELEASE. -THE WASATCH COUNTY RECORDER'S OFFICE MAY HAVE ADDITIONAL REQUIREMENTS FOR THIS PLAT

ITEMS REQUIRED FOR PRELIMINARY PLAT: -SECTION INFORMATION - TWO OR MORE CORNERS IF POSSIBLE -BASIS OF BEARING CLEARLY LABELED -BOUNDARY CLEARLY SHOWN AND DIMENSIONED WITH LEGAL

-BOUNDARY LINES OF ADJACENT TRACTS OF UN-SUBSIDIZED LAND
-THE 100-YR FLOOD LEVEL OF ALL WATERCOURSES INDICATED WITH VERTICAL DATUM
-SURROUNDING PROPERTY OWNERSHIP
-LOCATION OF AND DIMENSIONS TO THE NEAREST BENCH MARK OR MONUMENT ON TWO OPPOSITE SIDES OF THE PLAT
-PROPERTIES LOCATED IN THE SENSITIVE LANDS OVERLAY ZONE
-LOT SIZE CLEARLY LABELED IN SQ. FT. & ACRES WITH LENGTH & WIDTH

-DRAWING SCALE CLEARLY MARKED AND NOT LESS THAN
1" = 100'
-AREAS WITH SLOPES LESS THAN 30%, 30-40%, 40-50%

ITEMS REQUIRED FOR FINAL PLAT:

-INCLUDE ALL ITEMS REQUIRED ON PRELIMINARY PLAT (EXCEPT CONTOURS)
-STREET MONUMENTS

-INTERSECTION ADDRESSES
-LOT ADDRESSES
-TYPICAL LOT DETAILS SHOWING BOTH CORNER AND INTERIOR

-VICINITY MAP
-PLAT NOTESTREETS SHALL BE PLACED AT EACH LOT CORNER
-PHYSICAL MARKERS SHALL BE PLACED AT EACH LOT CORNER
-IF PROPERTY CONTROLLED BY PUBLIC AGENT OR UTILITY
COMPANY, APPROVAL FOR LOCATION, IMPROVEMENT, AND
MAINTENANCE MUST BE SHOWN
-ELECTRONIC COPY THAT IS COMPATIBLE WITH CITY'S AUTOCAD
MAPPING SYSTEM SHALL BE SUBMITTED

AND > 50%
-- IDENTIFIED NATURAL HAZARDS AND MITIGATION MEASURES FOR AREAS,
SUBJECT TO AVALANCHE, LANDSLIDE, ROCK FALL, LIQUEFACTION,
DEBRIS FLOWS, SURFACE FAULT RUPTURE, COLLAPSIBLE SOILS,

SHRINK-SWELL SOILS, SHALLOW GROUNDWATER (WITHIN 3 FEET OF THE SURFACE), SURFACE WATER, STREAM BEDS (INCLUDING INTERMITTENT), SPRINGS, 100-YEAR FLOOD ZONES, AND DRINKING WATER SOURCE

-BENCHMARK FOR PROJECT HORIZONTAL AND VERTICAL -BOUNDARY LINES OF ADJACENT TRACTS OF UN-SUBSIDIZED

-POINT OF BEGINNING CLEARLY LABELED

-NORTH ARROW

PROTECTION ZONES.

-PROPOSED STREET NAMES

-INTERSECTION ADDRESSES

LOTS

-VICINITY MAP

TOWN ENGINEER		WASATCH CO. FIRE DISTRICT	TOWN ATTORNEY	COUNTY SURVEYOR	PLAT NAME AND PHASE	
	Approved on this day of, A.D. 20	LOCATED IN A PORTION OF THE QUARTER OF SECTION,TOWNSHIP SOUTH, RANGE EAST, SALT LAKE BASE AND MERIDIAN HIDEOUT TOWN, WASATCH COUNTY, UTAH				
TOWN ENGINEER		FIRE CHIEF	TOWN ATTORNEY	COUNTY SURVEYOR		

Appendix C

As-Built Drawing Checklist

AS-BUILT DRAWINGS REQUIREMENT CHECKLIST

7.0	DOIL! DI	William Income		
Project Name: _				
Submittal #	Date:	Submitted by:		
Received by:				
indicated at a cl to provide clea information from	early readable surly readable drain the drawings. Consider the lectronic drawings and electronic drawings.	following information on two (2) D size (22"x34") sheet cale (maximum 1"=60'). Multiple sheets of each type maximgs. Do not submit plan/profile sheets. Remove Drawings must be field checked for concelleteness and a fing files must be submitted and approved following app	nay be nec all unnec accuracy.	cessary cessary
As-built Draw	ring Plan Sheets	s: GENERAL REQUIRVEN (S	TOWN U	JSE ONLY
	•		ACCEPTED	
The following	g must be show	wn on each sheet:	YES	NO
	cluding project/s ering firm's name	ubdivision name, drawing title and cheet rumber, e and address		
		nature blocks stating "Lhave field verified that these and accurately represent what was constructed for		
North arrow a	and drawing scal	le		
Legend of sy	mbols and abbre	eviations		
Benchmark l	ocation and elev	ation		
Subdivision b	ooundary and lot	s (lataled)		
Roadway imp	provements (curl	b & gritter, sir ewalk, driveways). Label streets names.		
As-built Draw	ring Plan Sneet	1: OVENAL	TOWN U	JSE ONLY
			ACCEPTED	
The following	ig must be show	wn: (wh an applicable)	YES	NO
Street lights Indicate type		ow wiring to power source		
Signage Indicate type	ST-1, ST-2 or d	escription		
Asphalt stri	ping and markir	ngs		
Fencing				

Indicate size and type

Item	#2	
пен	# 2.	

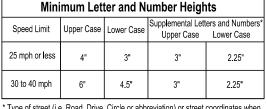
Traffic calming devices		
Pedestrian sidewalk ramps Indicate ADA truncated dome material type		
Removal of unnecessary information		

As-built Drawing Plan Sheet 2: GRADING AND DRAINAGE			TOWN USE ONLY	
		ACCEPTED		
		YES	NO	
	Finish contours – One foot intervals (labeled) and including all related need and low impact infrastructure grades. Including but not limiter to grades and measurements for Detention-retention storage, swales, the inels, storage capaTown, spillway, high-water levels, free -board, flood route, e.c.			
	Drain Structures: Provide all drainage structure el avations and dimensions for, including but limited to: Pipes, inlets, outlets, manholes, water quality devices, etc.			
	Storm Drain Ponds, swales, spillways channels, etc - show contours, highwater mark, overflow and/or outfall structures, and as-buin storage capaTown.			
	Field Survey Drawing: The project engineer shall review as - suil. survey points and verify conformity to the constructed flood and water quality requirements. Provide a PDF copy of the site survey points and any linework.			
	Project As-built Drawing: Provide 11x17 PDF of project engineer's as-built, stamped and signed. Project engineer small coversee and insure correction of all design plan non-conforming items prior to a s-built submission. All minor constructed differences must be justified by project engineer. Justifications shall be explained in a stamped and signed PDF lefter.			
	Removal of unnecessary information		П	

As-built Drawing Plan Sheet 3: <u>DRINKING WATER</u>	TOWN U	SE ONLY
All valves, meters, air-vacs and drains must show measured dimensions from two stationary locations. Acceptable locations are: top back of curb @ property line, subdivision monument, manhole (sewer or storm drain), catch basin, street light, fire hydrant or corner of permanent building or structure.	ACCE	EPTED
	YES	NO
Main drinking water lines. Label size and type.		
Fire hydrants, Tees, crosses, bends and elbows.		
Valves (gate, butterfly, blow-off, stop & waste, check).		
Service lines and water meters.		
Pressure reducing stations.		
Air-vacs. Label size and type.		
Removal of unnecessary information.		
As-built Drawing Plan Sheet 4: <u>SANITARY SEWER</u>	TOWN ONLY	USE EPTED
The following must be shown: (when applicable)	YES	NO
Main secondary sewer lines. Label size and type.		
Manholes. Label size.		
Service laterals.		
Removal of unnecessary information.		
Comments:		
Drawings Approved P v:		

Appendix D

Town Standard Flans



* Type of street (i.e. Road, Drive, Circle or abbreviation) or street coordinates when not part of the street name.

9" HIGH (.080" THICK) 5052-H32 ALUMINUM (MIN.) SIGN BLANK MOUNTED TO POST WITH 3/8" ZINC PLATED STEEL DRIVE RIVETS W/ NYLON BACKING WASHERS (# VCR231 OR APPROVED EQUAL). THE SIGN WIDTH SHALL VARY FROM 38" TO 48" DEPENDING ON THE NUMBER OF CHARACTERS IN THE STREET NAME.

PRIVATE STREET SIGN (SEE NOTE 6)

SIC NPOST:

2" X 2 , 14 GAUGE, SQUARE GALVANIZED STEEL IN 18ING, CORNER WELDED WITH 7/16" PRE-PUNCHED OR N. 10 CKOU. HOLES ON 1" CENTERS ON ALL FOUR SIDES (AL. 1ED TEL_SPAR OR APPROVED EQUAL). OPTIONAL: BL. 7CK PO VDER COAT

CURB AND GUTTER

INSTALL SIGNPOST 6" TO 8"
INTO THE ANCHOR POST.

— B∕JLT SIGNPOST TO THE ANCHOR POST ∵VITH A CORNER BOLT (TELESPAR #TLCB516M OR APPROVED EQUAL)

ANCHOR POST: (FOR AVERAGE SOIL TYPES)
2-1/4" X 2-1/4" X 30", 12 GAUGE, SQUARE GALVANIZED STEEL
TUBING, CORNER WELDED WITH 7/16" PRE-PUNCHED OR
KNOCKOUT HOLES ON 1" CENTERS ON ALL FOUR SIDES
(ALLIED TELESPAR OR APPROVED EQUAL).
ANCHOR: (FOR SANDY, LOOSE SOIL OR CLAY)
2-1/4" X 30" ALLIED TELESPAR OMNI-DIRECTIONAL ANCHOR
OR APPROVED EQUAL).

NOTES:

- 1. SECURE CITY'S APPROVAL OF SIGN FORMALAND INSTALLATION
- 2. ALL MOUNTING HARDWARE, POST, AND ANCHOR MAI, RE POWF ER COATED BLACK (OPTIONAL).
- 3. INSTALL THE EDGE OF THE SIGN TWO FEET FROM THE VERTICAL EXTENSION OF THE FACE OF THE CURB AS NEAR AS POSSIBLE TO THE APPROACH CURB POINT OF CURVATURE. SIGNS SHOULD NOT OVERHANG SIDEWALK OR CURB & GUTTER.

MULTINILY

- 4. ALL SIGNS SHALL BE 7' MINIMUM FROM GROUND TO BOTTOM OF SIGN.
- 5. LETTERING AND NUMBERING SHALL BE WHITE ON GREEN BACKGROUND AND MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING,
 ASTM TYPE III, IV, X. FONT SHALL BE ARIAL. UPPER AND LOWER CASE LETTERS SHALL BE USED. NAMED STREETS ALSO REQUIRE COORDINATES
 ON THE SIGN. SEE TABLE ABOVE FOR REQUIRED MINIMUM LETTER AND NUMBER HEIGHTS. SIGN SHALL HAVE A 9"X9" HIDEOUT TOWN LOGO ON THE
 LEFT SIDE MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING ASTM TYPE III, IV, X.
- 6. PRIVATE STREET SIGN LETTERING SHALL BE BLUE ON A WHITE BACKGROUND, MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING, ASTM TYPE III, IV, X, AND SHALL **NOT** INCLUDE THE HIDEOUT TOWN LOGO. THE LEFT SIDE OF THE SIGN SHALL HAVE THE WORD "PRIVATE" IN WHITE LETTERING (1" MINIMUM, UPPER CASE ARIAL FONT) ON A 9"X9" BLUE BACKGROUND MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING ASTM TYPE III, IV, X.



HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 STREET SIGN

SEPTEMBER 2024				
REVISIONS				
#	BY DATE			

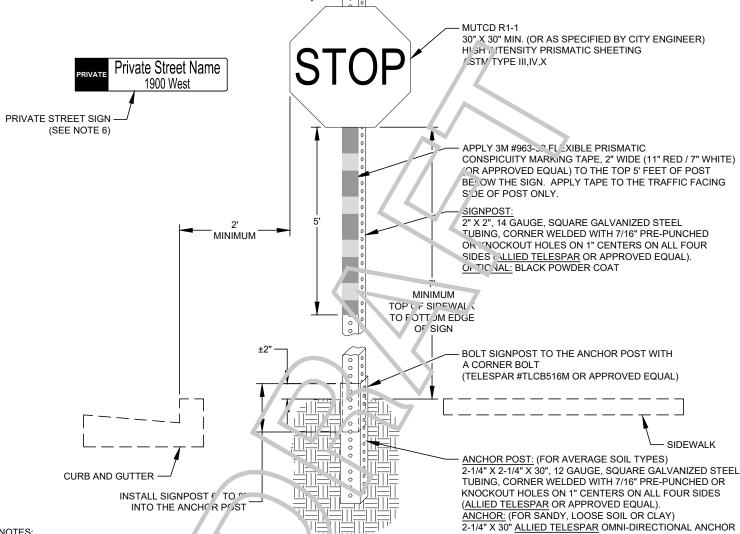
PLAN

Item # 2.

Minimum Letter and Number Heights					
Speed Limit	Upper Case	Lower Case	Supplemental Lett Upper Case	ers and Numbers* Lower Case	
25 mph or less	4"	3"	3"	2.25"	
30 to 40 mph 6" 4.5" 3" 2.25"					
Type of street /i a Read Drive Circle or abbreviation) or street coordinates when					

* Type of street (i.e. Road, Drive, Circle or abbreviation) or street coordinates when not part of the street name. 9" HIGH (.080" THICK) 5052-H32 ALUMINUM (MIN.) SIGN BLANK MOUNTED TO POST WITH 3/8" ZINC PLATED STEEL DRIVE RIVETS W/ NYLON BACKING WASHERS (# VCR231 OR APPROVED EQUAL). THE SIGN WIDTH SHALL VARY FROM 38" TO 48" DEPENDING ON THE NUMBER OF CHARACTERS IN THE STREET NAME.

OR APPROVED EQUAL



NOTES:

- 1. SECURE CITY'S APPROVAL OF SIGN FOR NOT AND INSTALLATION.
- 2. ALL MOUNTING HARDWARE, POST, AND ANCHOR . '4Y BE FUNDER COATED BLACK (OPTIONAL).
- 3. INSTALL THE EDGE OF THE SIGN TWO FEET FROM THE VE. T' JAL EXTENSION OF THE FACE OF THE CURB AS NEAR AS POSSIBLE TO THE APPROACH CURB POINT OF CURVATURE. SIGNS SHOULD NOT OVERHANG SIDEWALK OR CURB & GUTTER.
- 4. ALL SIGNS SHALL BE 7' MINIMUM FROM GROUND TO BOTTOM OF SIGN.
- 5. LETTERING AND NUMBERING SHALL BE WHITE ON GREEN BACKGROUND AND MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING, ASTM TYPE III, IV, X. FONT SHALL BE ARIAL. UPPER AND LOWER CASE LETTERS SHALL BE USED. NAMED STREETS ALSO REQUIRE COORDINATES ON THE SIGN. SEE TABLE ABOVE FOR REQUIRED MINIMUM LETTER AND NUMBER HEIGHTS. SIGN SHALL HAVE A 9"X9" HIDEOUT TOWN LOGO ON THE LEFT SIDE MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING ASTM TYPE III, IV, X.
- 6. PRIVATE STREET SIGN LETTERING SHALL BE BLUE ON A WHITE BACKGROUND, MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING, ASTM TYPE III, IV, X, AND SHALL **NOT** INCLUDE THE HIDEOUT TOWN LOGO. THE LEFT SIDE OF THE SIGN SHALL HAVE THE WORD "PRIVATE" IN WHITE LETTERING (1" MINIMUM, UPPER CASE ARIAL FONT) ON A 9"X9" BLUE BACKGROUND MADE OF HIGH INTENSITY PRISMATIC (HIP) SHEETING ASTM TYPE III, IV, X.

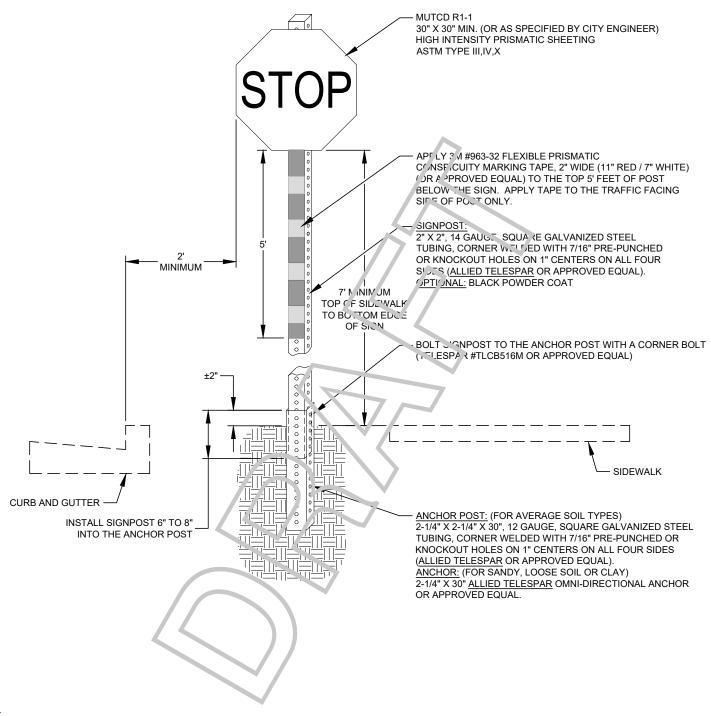


HIDEOUT TOWN ENGINEERING DEPT. 10860 N HIDEOUT TRAIL

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 COMBINATION STREET AND REGULATORY SIGN

SEPTEMBER 2024			
REVISIONS			
#	BY	DATE	
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PLAN



NOTES:

- SECURE CITY'S APPROVAL OF SIGN FORMAT AND INSTALLATION.
- 2. ALL MOUNTING HARDWARE, POST, AND ANCHOR MAY BE POWDER COATED BLACK (OPTIONAL).
- 3. INSTALL THE EDGE OF THE SIGN TWO FEET FROM THE VERTICAL EXTENSION OF THE FACE OF THE CURB AS NEAR AS
- 4. POSSIBLE TO THE APPROACH CURB POINT OF CURVATURE. SIGNS SHOULD NOT OVERHANG SIDEWALK OR CURB & GUTTER. ALL SIGNS SHALL BE 7' MINIMUM FROM GROUND TO BOTTOM OF SIGN.



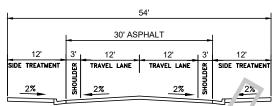
HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 **REGULATORY SIGN**

SEPTEMBER 2024			
REVISIONS			
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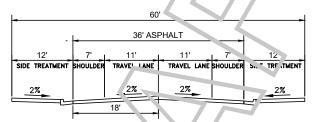
PLAN

LOCAL ACCESS ROAD



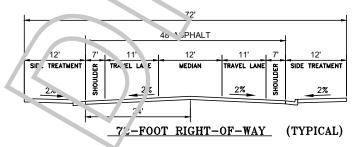
54-FOOT RIGHT-OF-WAY (T. PICAL)

MINOR COLLECTOR



60-FOOT KIGHT - JF- WAY (TYPICAL)

MAJCR COLLECTOR





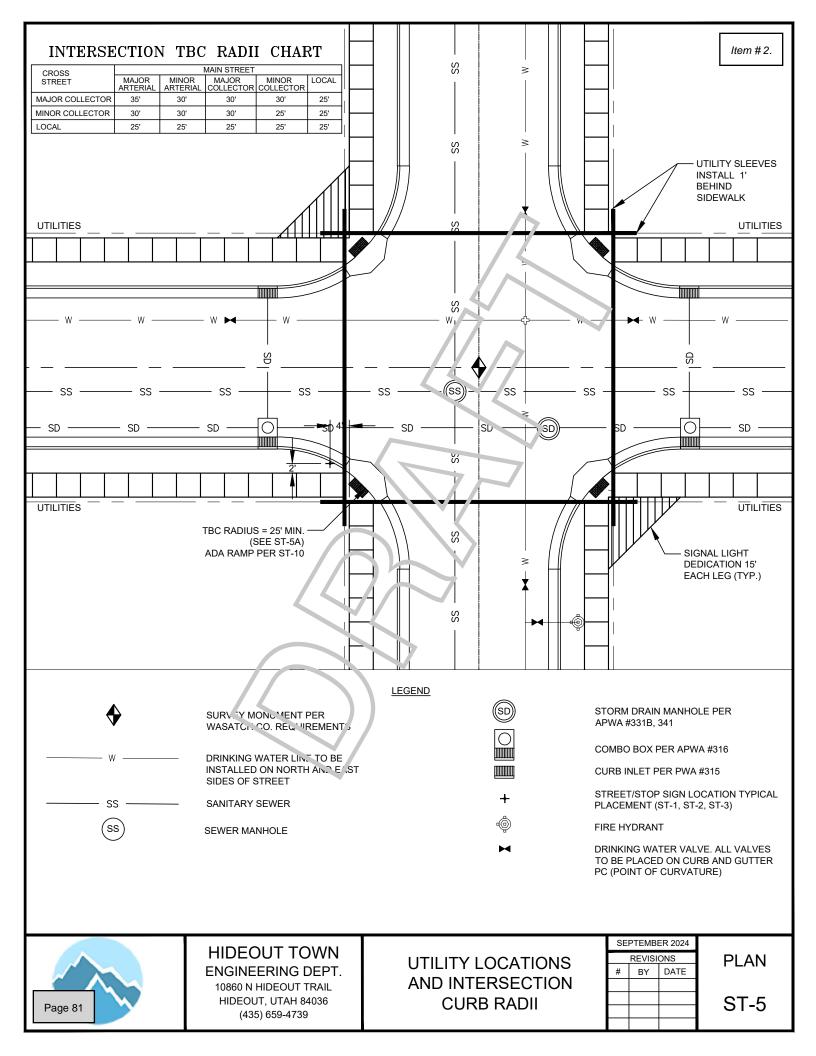
HIDEOUT TOWN ENGINEERING DEPT. 10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036

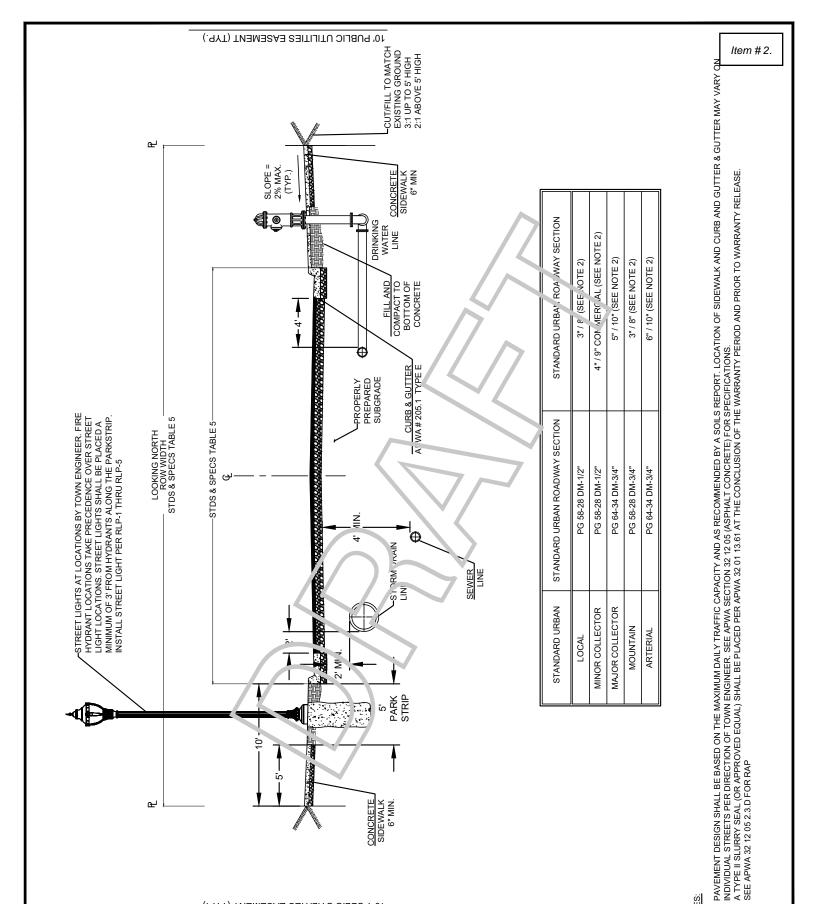
(435) 659-4739

FUNCTIONAL CLASSIFICATION DIMENSIONS

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PLAN





HIDEOUT TOWN ENGINEERING DEPT.

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10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739

10' PUBLIC UTILITIES EASEMENT (TYP.)

TYPICAL SECTION

SE	SEPTEMBER 2024			
	REVISI	ONS		
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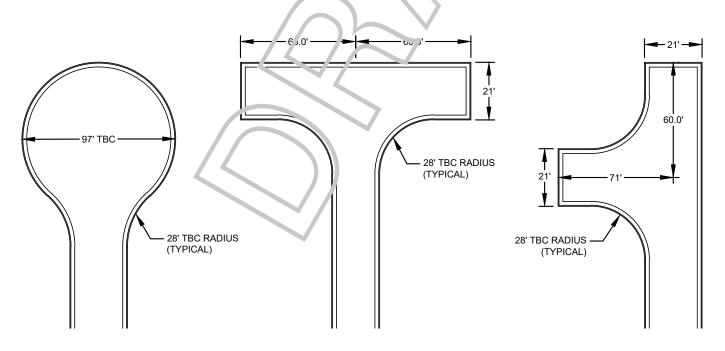
REQUIREMENTS FOR DEAD-END ACCESSWAYS

WASATCH FIRE DISTRICT

LENGTH	MINIMUM CLEAR WIDTH**	GRADE***	TURNAROUND PEQUIREMENTS
0' - 150' *	20'	10% MAX.	NONE REQUIRED
151' - 500' *	20'	10% MAX.	120' HANMERHEAD 80' DIA. CUL-25-SAC
501' - 750'	26'	10% MAX. 120' HAMMER HEAD 27' DIA. CUL-DE-SAC	
751' & LARGER	SPECIA'L AFTROYAL REQUIRED		

^{*} CURVES AND TOPOGRAPHICAL CONDITIONS COULD ALTER THE NEQUINIMENTS FOR TURNAROUNDS AND THE WIDTH OF ACCESSWAYS.

- ** PARKING RESTRICTIONS MAY APPLY.
- *** 5% MAXIMUM IN TURNAROUND TBC=TOP BACK OF CURB



97' DIA. CUL-DE-SAC

120' HAMMERHEAD

120' HAMMERHEAD ALTERNATIVE

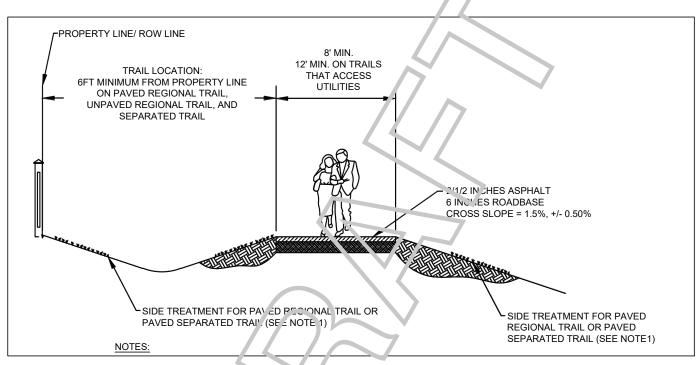


HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 **CUL-DE-SACS**

SEPTEMBER 2024			
REVISIONS			
# BY DATE			

PLAN



- 1. SIDE TREATMENTS OF PA. "FD REG." NAL FRAILS AND PAVED SEPARATED TRAILS SHALL BE 4:1 LANDSC. "PED V-DL" CH ON THE UPHILL SIDE OF TRAIL WITH 6FT MINIMUM WIDTH OF V-DL" CH AND ON THE DOWNHILL SIDE OF TRAIL A 4:1 LANDSC "... LU CL" OPE FOR SET MININ' JM. PROVIDE DRAINS UNDER THE TRAIL AT APPROPRIN' TE LOCA. "ON".
- 2. RUNNING SLOF = PC_FE, NPED = 5 FREENT, MAXIMUM = 12 PERCENT, NO MORE THAN 3 J PEY CENT OF 11 'F TO1. 'L LENGTH OF A TRAIL SHALL EXCEED 8.33 PERCENT.

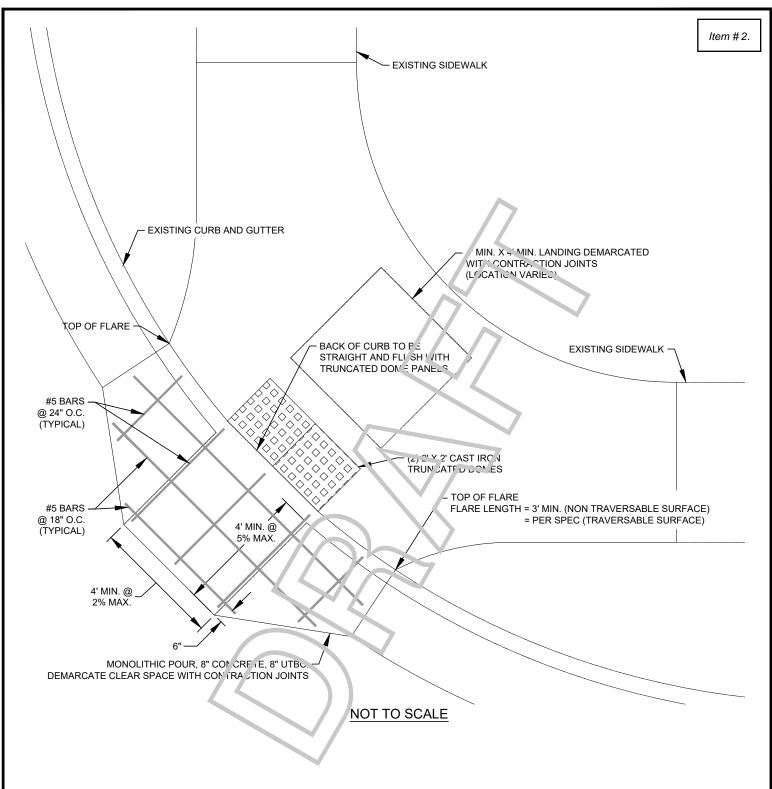


HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 **TRAILS**

SEPTEMBER 2024			
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PLAN



NOTES:

- THIS STANDARD PLAN SUPPLEMENTS APWA PLAN NUMBERS 235 AND 236. APWA MATERIAL SPECIFICATIONS APPLY EXCEPT FOR THE DETECTABLE WARNING SURFACE.
- 2. RAMP CONSTRUCTION MUST COMPLY WITH CURRENT <u>ADA STANDARDS</u> <u>FOR ACCESSIBLE DESIGN</u>.
- 3. MATERIALS -

TRUNCATED DOMES: ADA COMPLIANT, CAST IRON PLATES, W/ NON-SLIP SURFACE AND NATURAL FINISH. SET TWO (2) 24"X24" PLATES TOGETHER IN WET CONCRETE WITH SMOOTH, EVEN SEAM IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

REBAR: GALVANIZED OR EPOXY COATED, DEFORMED, 60 KSI YIELD GRADE STEEL, ASTM A 615, WITH 2" MIN. COVER.



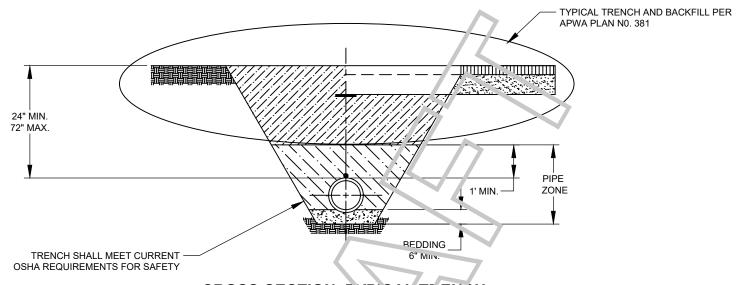
HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 ADA RAMP CLEAR SPACE

SEPTEMBER 2024			
REVISIONS			
# BY DATE			

PLAN





CROSS-SECTION: T YPICAL TKENCH

NOTES:

1. COVER DEPTHS ARE FOR STORM DRAIN ONLY. FOL'OW THE JSSD STANDARDS FOR DEPTHS OF OTHER UTILITIES.

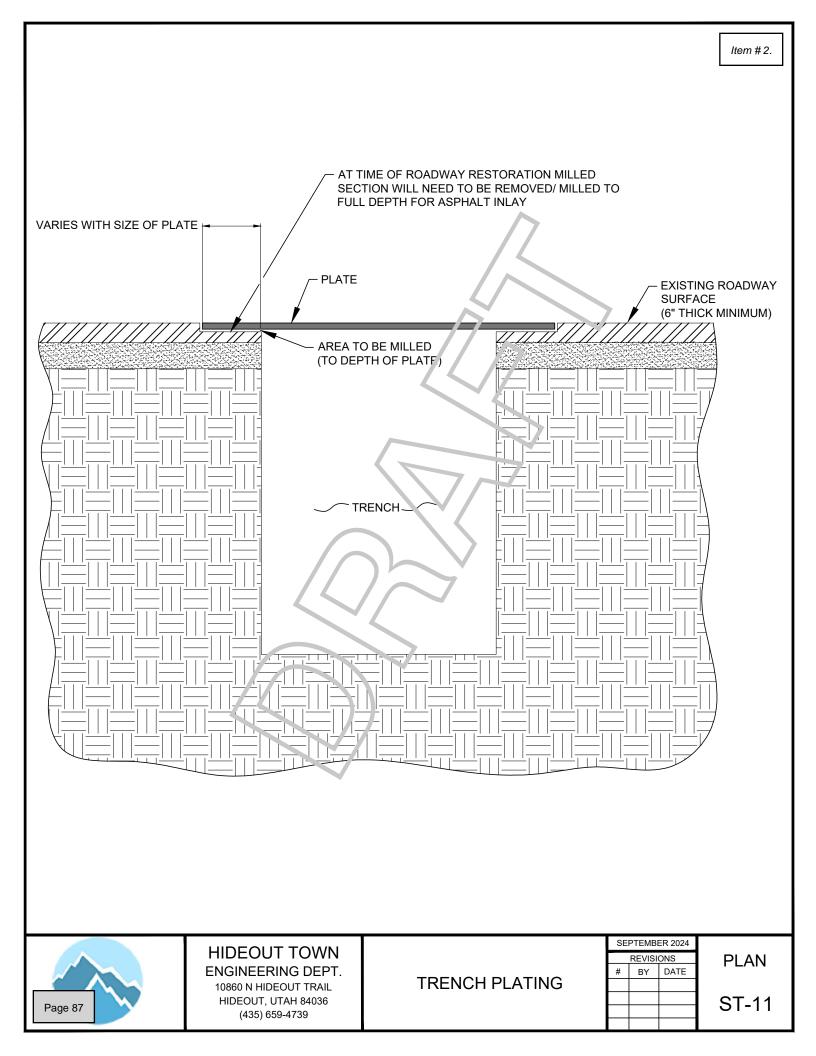


HIDEOUT TOWN ENGINEERING DEPT. 10860 N HIDEOUT TRAIL

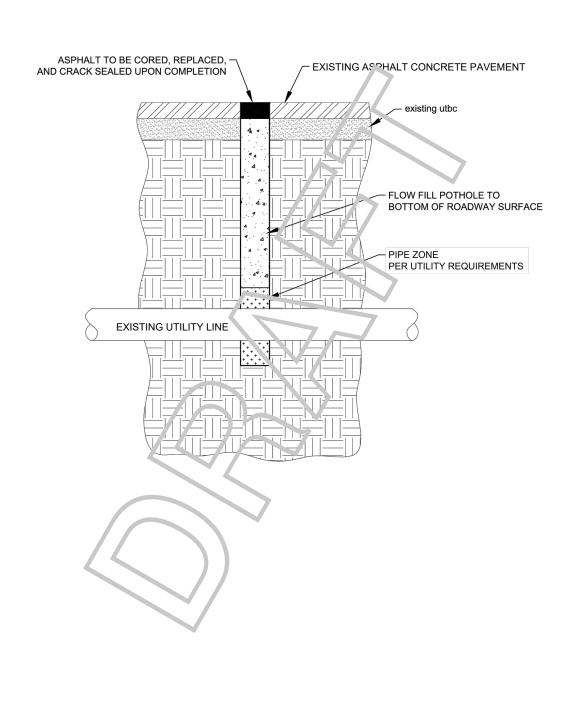
10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 **TRENCH**

SEPTEMBER 2024			
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PLAN







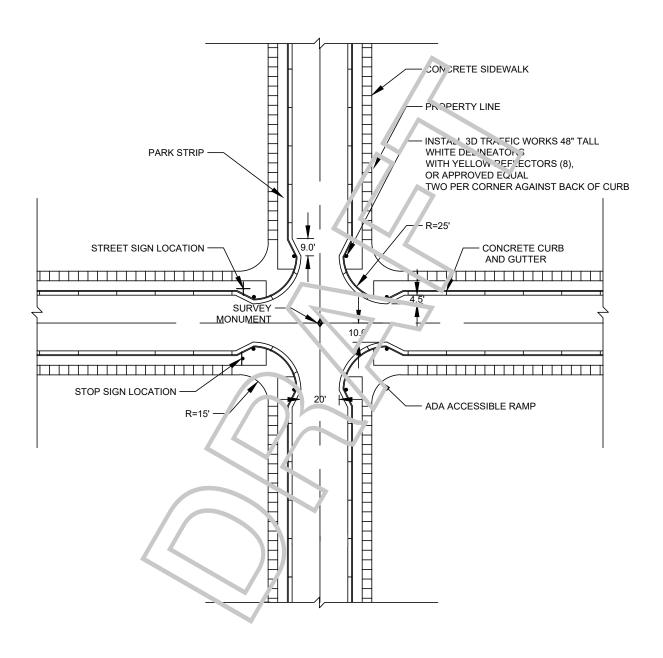


HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 **POT HOLE**

SEPTEMBER 2024		
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PLAN



NOT TO SCALE



HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 LOCAL STREET TRAFFIC CALMING INTERSECTION

SEPTEMBER 2024		
	REVISI	ONS
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PLAN

NOT TO SCALE



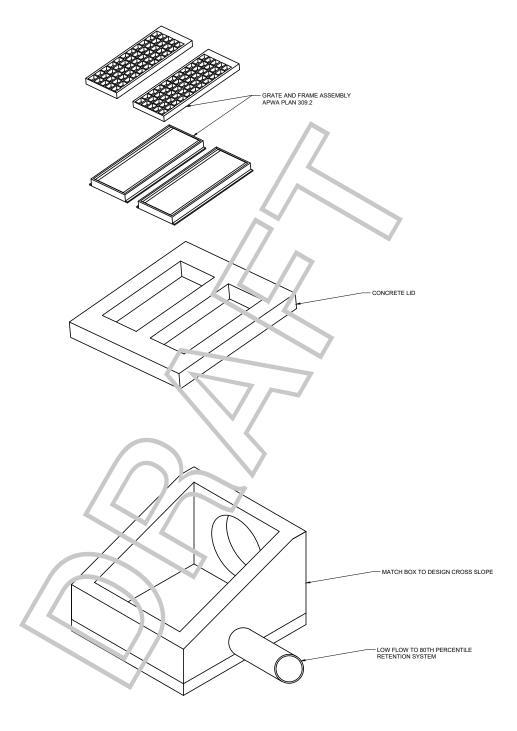
HIDEOUT TOWN ENGINEERING DEPT. 10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036

(435) 659-4739

BITUMINOUS CONCRETE PATCH

REVISIONS
BY DATE

PLAN



NOTES:

- DESIGN SLOPE STRUCTURE REINFORCEMENT PER APWA PLAN 331.3 TYPE C.
- 2. SUBMIT SHOP DRAWINGS



HIDEOUT TOWN ENGINEERING DEPT. 10860 N HIDEOUT TRAIL

HIDEOUT, UTAH 84036

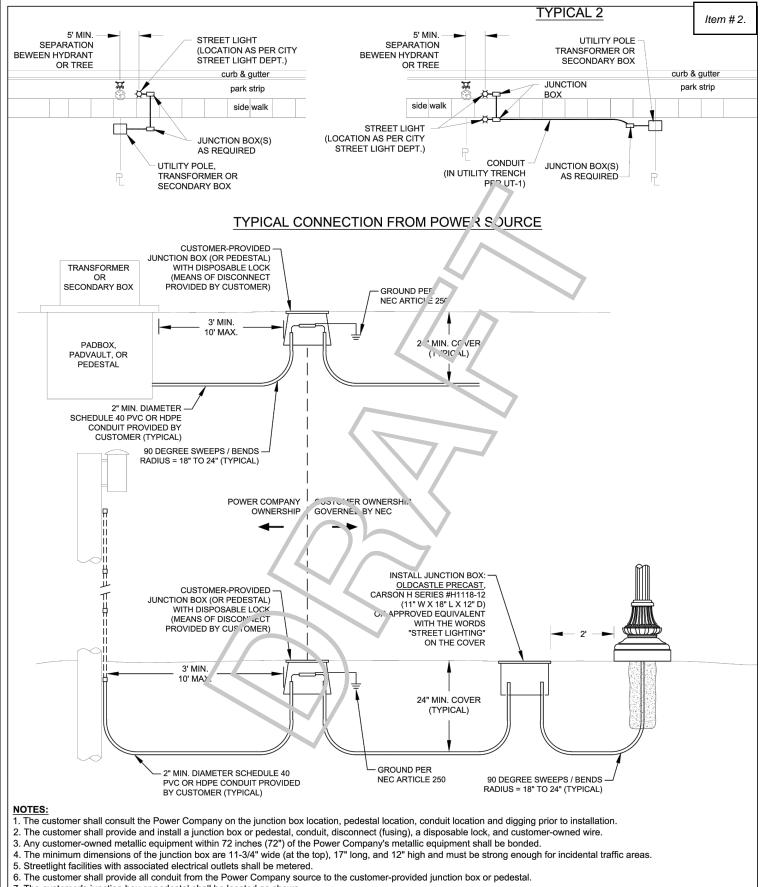
(435) 659-4739

DETENTION POND INLET/OUTLET

SEPTEMBER 2024			
REVISIONS			
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PLAN

SD-1



7. The customer's junction box or pedestal shall be located as shown.



HIDEOUT TOWN ENGINEERING DEPT.

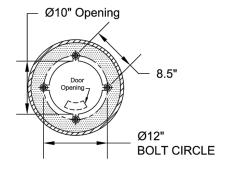
10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 STREET LIGHT WIRING & INSTALLATION

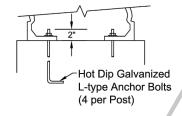
SE	SEPTEMBER 2024			
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PLAN

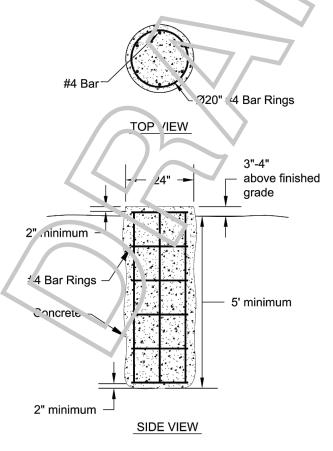
LP-A







ANCHOR DETAIL



BASE DETAIL



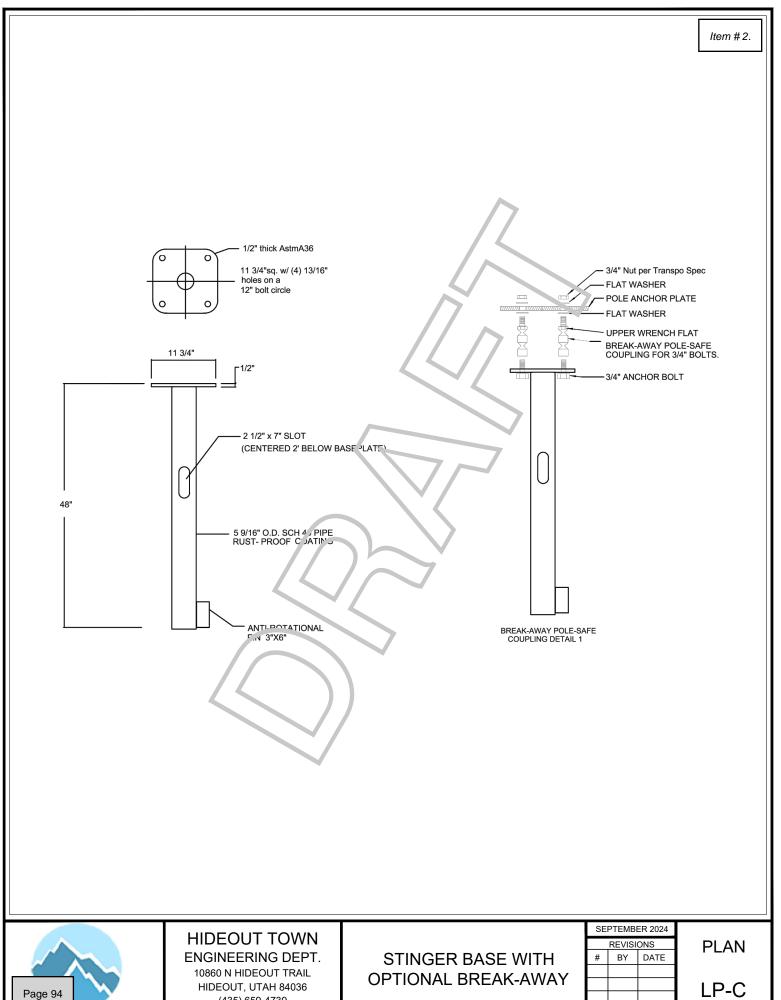
HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 STREET LIGHT CONCRETE POLE BASE

SEPTEMBER 2024			
	REVISIONS		
#	BY	DATE	

PLAN

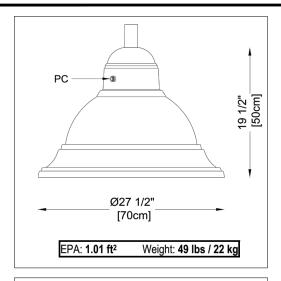
LP-B

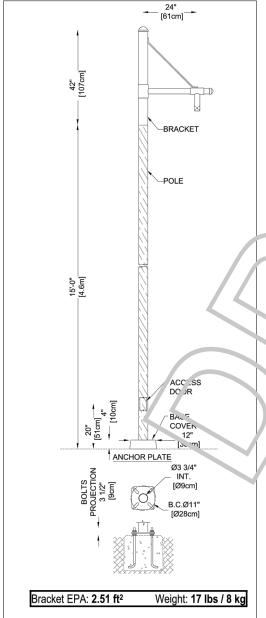


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HIDEOUT, UTAH 84036 (435) 659-4739

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COMPONENTS

THE BASE SHALL BE A SQUARE SHAPED TWO-PIECE BASE MADE FROM ALUMINUM (BS15) MECHANICALLY SECURED TOGETHER.

Item # 2.

THE BRACKET SHALL BE A ROUND SHAPED CENTRAL TUBE MADE FROM 4" DIAMETER ROUND DECORATIVE ELEMENT AND A TENON FOR LUMINAIRE SUSPENSION (M203), WELDED TOGETHER IN A SINGLE CONFIGURATION. SLIP FITS INSIDE THE POLE WITH A 12" LONG X 3 3/4" DIAMETER TENON.

THE POLE SHALL BE ROUND SHAPED, MADE FROM 4" DIAMETER HIGH TENSILE STRENGTH ASTM A500 GRADE C TUBE, WITH A WALL THICKNESS OF 1/8" (PS40). THE POLE IS WELDED TO BOTH THE TOP AND THE BOTTOM OF AN ANCHOR PLATE. INCLUDES HARDWARE TO SECURE THE BRACKET'S PENETRATING TENON (INS).

THE ACCES', DO JR, COVERING 2" X 5" OPENING, WITH A SEALING JOINT GIV' NG A 'CESS TO THE COPPER GROUND LUG.

THE BA', E C', . "FR SHAL" BE SQUARED SHAPED TWO-PIECES BASE COVET., MA'DE FO, "MED ALL" MINUM (BS15), MECHANICALLY SECU." FD TOGETHER.

THE HILAD MODULE SHALL BE COUND, BELL SHAPED CASE A356 / LUM NUM HOOD WITH AN ASSEMBLED CAST ALUMINUM LENS FRAME FOR COTTLE MODULE. TOPPED WITH A WELDED TENON, FOR LUMINAIRF SUSPENSION, TO BE LOCKED WITH A LOCKING BOLT AND SEC SCP LWS. INCLUDES A "STREET SIDE" STICKER. FOR A BITCHER TOWN WITH 0.154" OF WALL THICKNESS.

DIME: 'SIONS

THE POS SHALL 6. 18-7 3/4" IN HEIGHT WITH A 12" DIAMETER BASE. THE Sh. FT FIAMETER SHALL BE 3 3/4". INSTALLATION

THE POST CHALL BE PROVIDED WITH FOUR, GALVANIZED ANCHOR ROLTS TO BE IT STALLED ON A SLOTTED 12" DIAMETER BOLT CT (CLF.

<u>FINISH</u>

BL ACK RAL9005 (BK) TEXTURED FINISH FOR THE BRACKET AND BASE COVER. THE POLE SHALL HAVE A SMOOTH FINISH WITH A DUR, BLE POLYESTER POWDER COATING TO BE APPLIED AND AET'S THE AAMA 2604 REQUIREMENTS. THE FINISH SHALL MEET THE ASTM G7, B117, D1654 AND D2247 REQUIREMENTS RELATIVE TO SALT SPRAY AND HUMIDITY RESISTANCE.



HIDEOUT TOWN ENGINEERING DEPT.

10860 N HIDEOUT TRAIL HIDEOUT, UTAH 84036 (435) 659-4739 LOCAL STREET LIGHT AND POLE

	SEPTEMBER 2024			
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PLAN

LP-1

File Attachments for Item:

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



To: Mayor and Council

From: Polly McLean and Cameron Platt, Town Attorneys

Date: November 14, 2024

Re: Staff Report for Animal Control ILA

The Council reviewed a version of this ILA back in April and voted to approved it. Since that time, there have been some updates based on input from other jurisdictions in the County. The overall concept of the ILA remain the same and by entering into this Agreement we will get base animal control services for a fee. We can withdraw with 12 months notice. The operating budget won't increase more than 15% per year. The fees charged to each jurisdiction are based on the percentage of the population of the Participating Jurisdictions.

The biggest changes to the document are non-substantive.

We have reviewed the updated ILA and recommend voting to approve it.

INTERLOCAL COOPERATIVE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (This "Agreement") is made and entered into effective the 1st day of _______, 2024, by and between Heber City, hereinafter referred to as "Heber", Wasatch County, hereinafter referred to as "Wasatch", the City of Midway, hereinafter referred to as "Midway", the Township of Interlaken, hereinafter referred to as "Interlaken", and the Town of Hideout, hereinafter referred to as "Hideout", collectively "Parties."

WHEREAS, the Participating Jurisdictions are, pursuant to Utah Code Ann. § 11-13-201, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties hereto as follows:

1. PURPOSE

- a) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current Heber Valley Animal Services (HVAS).
- b) To provide for an Advisory Committee to make recommendations to the Participating Jurisdictions regarding the best manner to provide animal control services and recommendations regarding the budget for animal control services.
- c) To select and empower Heber to serve as the Operating Jurisdiction for the dayto- day management of animal control services, including providing, as necessary, the staffing and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.
- d) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.
- e) To achieve equitable cost sharing for each of the Participating Jurisdictions for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying

the efficiencies of scale resulting from a unified services to the combined territorial jurisdictions of the Participating Jurisdictions.

- f) To preserve to each of the Participating Jurisdictions the ability to establish and enforce its own individual standards, regulations, and fees for animal control.
- g) To provide for efficient and effective animal control services for the residents of the Participating Jurisdictions.
- **2. <u>DEFINITIONS.</u>** For the purpose of this Agreement, the following definitions shall apply:
- a) "Advisory Committee" shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing recommendations to the Operating Jurisdiction regarding the Heber Valley Animal Services.
 - b) "Animals" shall mean domesticated animals or livestock.
- c) "Heber Valley Animal Services" or "HVAS" shall mean a name utilized by the Operating Jurisdiction to designate the animal control services provided by the Operating Jurisdiction. Heber Valley Animal Services is not an interlocal entity or a separate legal entity from the Operating Jurisdiction.
- d) "Participating Jurisdictions" shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Town of Hideout, and any other municipal corporation that is added as a Participating Jurisdiction as provided in Section 4.
- e) "Operating Costs" shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs. Operating Costs include, but are not limited to, the following: staff salaries and benefits; training and travel costs; vehicle and fuel costs; equipment; administrative costs; Service Contractor costs, building maintenance, repairs and improvements; insurance costs; and legal fees.
- f) "Non-Participating Jurisdictions" shall mean an agency/entity that is being provided animal related services but is not considered a Participating Jurisdiction.
- g) "Operating Jurisdiction" shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement. The initial Operating Jurisdiction shall be Heber City.
- h) "Service Contractor" shall mean a qualified third-party independent contractor hired by the Operating Jurisdiction to provide equipment or services to the Operating Jurisdiction related to the animal control services and programs provided by the Operating Jurisdiction.

i) "Service Fees" shall mean the fees charged to Participating Jurisdictions and Non-Participating Jurisdictions by the Operating Jurisdiction for the services outlined within this Agreement.

3. <u>TERMS OF AGREEMENT AND TERMINATION.</u>

- a) This Agreement shall become effective on October 1, 2024, and have an initial term of ten (10) years.
- b) This agreement will be automatically renewed in ten-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.
- c) Participating Jurisdictions who wish to withdraw from this agreement at any time, for any reason, must provide the Operating Jurisdiction and Advisory Committee a written notice of intent to withdraw at least 12 months prior to the effective date of withdrawal. The effective date of the withdrawal must be June 30 unless otherwise agreed to by Midway, Wasatch and Heber.

4. <u>ADVISORY COMMITTEE.</u>

- a) The Advisory Committee shall be responsible for the following:
- i. Making recommendations to the Operating Jurisdiction related to services provided by the Operating Jurisdiction within the total combined jurisdictional territory of the Participating Jurisdictions and any Non-Participating Jurisdiction.
- ii. Reviewing and making recommendations to the Operating Jurisdiction regarding the annual budget and the Services Fees to be charged to each Participating Jurisdiction and Non-Participating Jurisdictions.
- iii. Communicating back to the Participating Jurisdictions and Non-Participating Jurisdictions summaries and reports of the activities associated with Heber Valley Animal Services.
- b) The Advisory Committee shall initially consist of the following 5 voting members:
 - Two (2) members shall be appointed by Heber
 - Two (2) members shall be appointed by Wasatch
 - One (1) member shall be appointed by Midway
- c) Heber, Wasatch and Midway shall delegate one member from each of these entities' representatives on the advisory committee to have authority to approve amendments to this Agreement as set forth in paragraphs 5 and 7.

- d) The Advisory Committee shall also initially consist of 1 non-voting member from each of Interlaken and Hideout.
- e) One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Advisory Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Advisory Committee Members as deemed useful/necessary to provide input and support.
- f) Non-Participating Jurisdictions may send up to 1 individual to sit in and listen to Advisory Committee meetings but must be invited by the Chair to participate and do not have any voting privileges.
- g) As determined necessary by unanimous written consent of the Advisory Committee, additional voting members may be appointed.
- h) The Advisory Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Agreement.

5. **OPERATING JURISDICTION.**

- a) <u>Appointment</u>. Heber City shall be designated as the Operating Jurisdiction unless otherwise designated by unanimous written consent of the Advisory Committee and written approval by both the incoming and outgoing Operating Jurisdictions' legislative body.
- b) <u>Scope of Services for Operating Jurisdiction</u>. The Operating Jurisdiction shall provide the following services:
- 1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.
- 2. Management of all contracts with any service contractors or other entities for services performed within HVAS.
- 3. Creation of quarterly performance reports, including quarterly budget statements that are made easily available to the public and provided to the Advisory Committee regarding the operations of HVAS.
- 4. Establishing and managing an annual operating budget and related service fees to be reviewed by the Advisory Committee.
- 5. Managing HVAS funds and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.
- 6. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.

- 7. Scheduling quarterly Advisory Committee meetings.
- 8. Following all open meeting requirements as outlined within state and local laws.
- 9. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HVAS related records.

6. <u>ADMISSION OF NEW PARTICIPATING JURISIDICTIONS AND NON-PARTICIPATING JURISDICTIONS</u>

- a. <u>Non-Participating Jurisdiction</u>. The Operating Jurisdiction may establish fees for service provided to Non-Participating Jurisdictions. The fees shall be equal to or exceed the total costs of providing those services. Wasatch may request services for Non-Participating Jurisdictions if Wasatch pays the established fees.
- b. <u>Adding New Participating Jurisdictions</u>. This Agreement may be amended to add a New Participating Jurisdiction with the consent of Heber, Midway and Wasatch.

7. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a Service Contractor for assistance with operational efficiencies of the services provided, but not for the outsourcing of the HVAS day to day operations.

8. ANIMAL CONTROL BASIS SERVICES.

- a. The Operating Jurisdiction shall provide the following base level of service for each of the Participating Jurisdictions:
 - i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinances of Participating Jurisdictions.
- iii. Cooperation with law enforcement agencies and licensing programs of Participating Jurisdictions.
- iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.

- vii. Capture of stray animals.
- viii. Impounding and boarding of apprehended animals.
- ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
 - x. Disposal of animal remains.
 - xi. Owner notification of found animals and identity-code retrieval.
- b. The Operating Jurisdiction shall only provide a base level of services to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger or responding to a vicious animal. Non-Participating Jurisdictions shall not receive any non-base or pro-active services, such as street sweeps, discounted wellness services (if offered), enforcement of local regulations, and citizen drop off or surrender of animal brought to the shelter.
- c. This Agreement may be amended to change the scope of the base level of services (as enumerated above) with the consent of Heber, Midway and Wasatch.
- d. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

9. HVAS BUDGET DEVELOPMENT PROCESS

- a. The Operating Budget for HVAS will begin and end simultaneously with the Operating Budget of the Operating Jurisdiction.
- b. At the start of each calendar year, the Operating Jurisdiction will present to the Advisory Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:
- i. When the Proposed Budget for the following year will be made available to Advisory Committee Members for initial review and input.
- ii. When the Proposed Budget for the following year will be discussed during an Advisory Committee meeting.
- iii. When the recommendation for the Proposed Budget for the following year will be voted on by the Advisory Committee.

- c. In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Advisory Committee members adequate time to review the Proposed Budget, present the proposed budget to their respective councils, and to collect consensus among their Participating Organization.
- d. The Proposed Budget, which shall be prepared by the Operating Jurisdiction, shall take into account the following: any anticipated excess Service Fees from the current year; any anticipated shortfall in Service Fees from the current year (which shortfall may be included in the next year's budget); all animal control revenues anticipated in the upcoming fiscal year, which shall include all fees collected in connected with services provide to Non-Participating Jurisdictions, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees; and any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this Agreement.
- e. The Advisory Committee shall vote on a recommendation regarding the budget presented by the Operating Jurisdiction. If the Operating Jurisdiction does not accept the recommendation of the Advisory Committee with respect to the Budget, the budget prepared by the Operating Jurisdiction shall be the budget for the next fiscal year, unless the budget proposed by the Operating Jurisdiction increased by more than 15% over the previous fiscal year, in which case the Operating Jurisdiction shall prepare a budget for HVAS with an increase of not more than 15% over the previous fiscal year budget.
- f. Upon approval of the HVAS Budget, Committee Members shall work with their Participating Jurisdictions towards an approved budget to pay for the Service Fees.

10. <u>AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL</u> INCREASE IN SERVICE FEES

Participating Jurisdictions shall pay their approved Service Fee even if that Participating Jurisdiction: (i) did not have a voting Advisory Committee member on the Advisory Committee, or (ii) did not vote in favor of approving the budget and proposed service fees.

11. CALCULATING THE ANNUAL SERVICE FEES.

The annual Services Fees for each Participating Jurisdiction shall be determined by multiplying the Annual Budget by each Participating Jurisdiction's percentage of the total population of all the Participating Jurisdictions. The Operating Jurisdiction shall be responsible for determining the population of each Participating Jurisdiction, which may be based on any official federal, state or county population estimates.

12. COLLECTION AND MANAGEMENT OF HVAS FUNDS

a. The Operating Jurisdiction shall invoice each Participating Jurisdiction for the Service Fees as outlined within the approved annual budget on a quarterly basis.

- b. Participating Jurisdictions shall make payment to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction. Any late payments by Participating Jurisdictions shall bear interest at the rate of eighteen percent (18%) for annum.
- c. It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.
- d. It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Advisory Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected year end fund balance. These financial reports can also be requested by any participating agency and will be provided within 14 days of the request.

13. <u>INTEGRATION, MODIFICATION, AND SEVERABILITY</u>

- a. Except as otherwise provide in this Agreement, this Agreement may be modified, amended, or terminated only upon written agreement of the Participating Jurisdictions.
- b. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be give effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such effect. To this end, the terms and conditions of this Agreement are declared severable.

14. INSURANCE / GOVERNMENTAL IMMUNITY

The Participating and Non-Participating Jurisdictions are governmental entities under the Utah Governmental Immunity Act, Utah Code § 63G-7-101, et seq. (the "Immunity Act"), and do not waive any defenses available under the Immunity Act or any limits on liability under the Immunity Act. Each entity shall be responsible and liable for wrongful acts or negligence acts that are committed by its agents, officers or employees. Each entity agrees to maintain reasonable insurance coverage for any such liability. If any Notice of Claim is provided that may related to the services provided under this Agreement, the party receiving the Notice of Claim shall immediately provide the claim to any other entity named in the Notice of Claim.

15. NO SEPARATE LEGAL ENTITY.

No separate legal entity is created by this Agreement.

16. <u>INTERLOCAL COOPERATION ACT.</u>

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

	By: Chair
ATTEST:	By: Wasatch County Sheriff
By:	
APPROVED AS TO FORM:	
By: County Attorney	

HEBER CITY

	Ву:
ATTENDO	Mayor
ATTEST:	
By:	
By:City Recorder	
APPROVED AS TO FORM:	
By:	
By:City Attorney	
	CITY OF MIDWAY
	Ву:
	Mayor
ATTEST:	
Bv:	
By:City Recorder	
APPROVED AS TO FORM:	
By:City Attorney	
City Attorney	
	TOWNSHIP OF INTERLAKEN
	By:
ATTENDO	Mayor
ATTEST:	
By:	
By:Town Clerk	
APPROVED AS TO FORM:	

By:	
Town Attorney	
	TOWN OF HIDEOUT
	By: Mayor
ATTEST:	Mayor
By:Hideout Recorder	
APPROVED AS TO FORM:	
By:	
City Attorney	

File Attachments for Item:

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

1. Certification of A	luthorized Individu	ıals				
I, Philip Rubin		(Name) hereby cert	fy that the fol	lowing are authorized:		
to add or delete users	s to access and/or t	ransact with PTIF accou	nts; to add, de	elete, or make change		
to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any						
necessary forms in co	onnection with such	changes on behalf of T	own of Hideout	 		
(Name of Legal Entity	/). Please list at lea	st two individuals. Each i	ndividual mus	st have a unique email		
Name	Title	Email		Signature(s)		
Jami Jones-Heiner	Treasurer	jheiner@hide	oututah.gov			
Philip Rubin	Mayor	mayor@hide	oututah.gov			
The authority of	of the named individ	luals to act on behalf of _	Town of Hideout	<u> </u>		
(Name of Legal Entity	/) shall remain in fu	II force and effect until wi	itten revocati	on from		
Town of Hideout	(Name of Legal	Entity) is delivered to the	Office of the	State Treasurer.		
that the forgoing is a investments of said e was present and vote shown above are ger	true copy of a resolentity on the 14 ed; that said resolution	(Title) of the abution adopted by the gov day of <u>November</u> on is now in full force an	erning body f , 20_24	or banking and _, at which a quorum that the signatures as		
Signature	Date	Printed Name		Title		
		Philip Rubin	Mayor			
STATE OF UTAH) &				
COUNTY OF)				
Subscribed and sworr	to me on this ¹⁴	day of November	. 20 ²⁴ .	by		
Philip Rubin	(Name), as	day of November Mayor	(Title) of	,		
Town of Hideout	\	(Name of Entity)	proved to me	e on the basis of		
satisfactory evidence		who appeared before me	-			
		Signature				
(seal)		oigilataio				

DATE____

UTAH STATE TREASURER UTAH PUBLIC TREASURERS' INVESTMENT FUND

New Account Application and Change Form

Create New PTIF Account (Sec. A, C, D, E, A	E)	. 5 1 1	Помъ	. /G
Create New PTIF Account (Sec. A, C, D, E, I	<u> </u>	ete Bank Account (Sec. A,B,E,F)	Opt In Paper Statemen	ts (Sec. A,B,F)
Change Address (Sec. A,B,D,F)	Change A	Authorized Individuals (Sec. A,B,C,F)		
A. Entity Name/Account Title				
B. PTIF Account Number(s)	Name -			
C. Individuals Authorized to Make I <u>NAME</u>	Deposits/Withdraw <u>TITLE</u>	vals: <u>PHONE</u>	E-MAIL	INTERNET <u>ACCESS</u>
1. Jamie Jones-Heiner Tr	easurer	(801) 941-1860	jheiner@hideoututah.gov	V
2. Philip Rubin M	ayor	(435) 776-6040	mayor@hideoututah.gov	V
3	·			
4.				
D. Mailing Address:	Town	of Hideout		
, and the second	Attn: Record			
		N. Hideout Trail		
		ıt, UT 84036	-	
		1, 01 04000		
E. Bank (Depository) Information:				
New/Additional Bank - (Incl	ude deposit slip w	rith submission)	Delete Bank	
. Name of Bank		Name o	f Bank	
. Account Number		Accoun	t Number	
Checking Savings	Other			
F. Authorization: In accordance with a uthorize the Utah State Treasurer to melebit entries to our bank indicated above uthorization is to remain in full force a	ake the above charge. The depository is	nges and/or initiate wire and/or named above is authorized to co	automated clearing house (ACH) redit and/or debit the same to such	credit entries and/o
Signed		Signed		ww
Name	(Date	*		(Date)
Title		Title		

TWO SIGNATURES REQUIRED

Please scan and return this completed form to ptifadmin@utah.gov or fax to 801-538-1465

File Attachments for Item:

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

HIDEOUT MUNICIPAL CORPORATION PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 15th day of November, 2024, by and between the TOWN OF HIDEOUT, a Utah municipal corporation, ("Town"), and Latham Excavation & Services, LLC, a corporation the ("Service Provider").

RECITAL

S

WHEREAS, the Town desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Town resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein The Town has designated the Public Works Director, or their designee, at the Town's representative, who shall have authority to act in the Town's behalf with respect to this Agreement consistent with the Town's procurement requirements.

2. TERM

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2025, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT

- A. The fees for the services provided shall be pursuant to the Fee Schedule in Appendix A.
- B. Payments for services provided hereunder shall be made monthly following the performance

- of such services. Service Provider shall provide an invoice for services rendered during that period. The Town shall make payment to the Service Provider within thirty (30) days thereafter. No payment shall be made for any service rendered by Service Provider except for services identified and set forth in this Agreement.
- C. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- D. For all "extra" work the Town requires, and is approved by the Town in writing, the Town shall pay

Service Provider at the rates listed in Exhibit A.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. <u>RECORDS</u>

- A. The Town is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended (GRAMA). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption form disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The Town will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the Town related to any disclosure of materials pursuant to GRAMA.
- B. Service Provider shall maintain records, documents, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>

A. The parties intend that an independent Service Provider/Town relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the Town for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Town provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the Town and

shall be subject to the Town's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>

The Town may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project for failing to meet the same policies and procedures expected of Town employees. The Service Provider may, however, employ that (those) individuals(s) on other non-Town related projects.

The Service Provider shall be responsible for the care and protection of all work performed by the Service Provider until completion of the installed Work and acceptance by the Town and shall repair or restore any damaged work; provided however, that the Service Provider shall not be responsible for any damage that occurs after acceptance by the Town unless such damage is caused by an act or omission of the Service Provider.

7. HOLD HARMLESS INDEMNIFICATION

- A. The Service Provider shall indemnify and hold the Town and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Town arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Town, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the Town, its agents, employees and/or officers from any claims arising from the sole negligence of the Town, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the Town for a loss or injury that Service Provider would be obligated to indemnify the Town for under this Agreement. This limited waiver has been mutually negotiated by theparties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the Town by reason of entering into this Agreement except as expressly provided herein.

8. <u>INSURANCE</u>

Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Service Provider, their agents, representatives,

- employees, or subcontractors. Service Provider shall provide a Certificate of Insurance evidencing:
- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. C. Workers Compensation insurance limits written as follows:
 - Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- D. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- E. The Town shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of Service Provider and a copy of the endorsement naming the Town as an additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Town within thirty (30) days of cancellation. The Town reserves the right to request certified copies of any required policies.
- F. Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- G. Should any of the above-described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Town within thirty (30) days of cancellation. The Town reserves the right to request certified copies of any required policies.

9. COMPLIANCE WITH LAWS AND WARRANTIES

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider is not required to have a Town Business License.

- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G12-302.
- E. Service Provider shall be solely responsible to the Town for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

10. NONDISCRIMINATION

- A. The Town is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take suchaction with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the Town, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately-preceding paragraphs herein.

11. ASSIGNMENTS/SUBCONTRACTING

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the Town, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The Town reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the Town, as required by this part, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the Town.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

12. CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

13. RIGHT TO INSPECT WORK IN PROGRESS

- A. Service Provider shall provide the Town access to the Project in preparation and progress wherever located. Whenever the Town considers it necessary or advisable for the implementation of the intent of this Agreement, the Town will have authority to inspect the Project and to require special inspection or testing of the Project or its components to ascertain whether it is in accordance with the Scope of Services attached as Exhibit "A", or following the design phase, the Design Plans, and Construction Documents. If such inspection or special inspection or testing reveals a failure of the Project or the components thereof to comply with the requirements of the Design Plans and Construction Documents, Service Provider shall bear all costs of the correction of the defective work, including compensation for the Town's additional services made necessary by such failures; otherwise, the Town shall bear the costs of such inspection and testing. Service Provider shall not be relieved from the obligation to fabricate and produce the Project and to install the Project in accordance with the Design Plans and Construction Documents by reason of the Town's failure to reject the Project or any component thereof or by any inspections, tests or approvals performed by the Town.
- B. In the event the Town does not find the Project, as it progresses, in compliance with the Design Plans and Construction Documents, the Town will work to cure discrepancies with the Service Provider within the parameters and scope of the project. Any additional costs to the project due to discrepancies will be the responsibility of the Service Provider. The Service Provider must mend the dispute within a timeline of no more than five (5) business days or request in written form for an extension. Payment will be made to Service Provider for the Project completed to date of termination. The state of the completion of the Project and the amount which may be due hereunder shall be determined solely by the Town. If such termination is due to a substantial variance from the Design Plans and Construction Documents set forth in Exhibit "A", this Agreement, and/or the International Building Code, 2003 edition, the Town shall have the

option of paying nothing hereunder and of requiring repayment by Service Provider of any sums previously paid by the Town. Upon such termination, Service Provider shall retain all rights to the concept, design, and the Art itself, including the right to complete, exhibit, and sell the Art. However, upon such termination, the Town shall have the right to require the Work itself be removed from the property of the Town.

C. Service Provider agrees to accommodate reasonable requests by Town for access to the Project in preparation and progress for the purpose of promoting the Art so long as such access does not interfere with the progress and timing of Service Provider's work.

14. <u>PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO TOWN EMPLOYEES</u>

- A. No member, officer, or employee of the Town shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No Town employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the Town.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(B), or deleted from the scope, at the option of the Town.
- C. The Town shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.
- D. The Service Provider and the Public Works Director shall determine the products needed to be kept on-hand, and the Town shall store them.

16. <u>TERMINATION</u>

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the Town. If the Service Provider has any property in its possession belonging to the Town, the Service Provider will account for the same, and dispose of it in a manner directed by the Town.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such

noncompliance within three (3) days' written notice thereof, the Town may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 18 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. <u>ATTORNEYS FEES AND COSTS</u>

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. <u>JURISDICTION AND VENUE</u>

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. <u>SEVERABILITY AND NON-WAIVER</u>

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SIGNATURES ON FOLLOWING PAGE

TOWN OF HIDEOUT, a Utah municipal corporation 10860 No. Hideout Trail Hideout, UT 84036

	Phil Rubin, Mayor
Attest:	
Alicia Fairbourne, Town Recorder	
	SERVICE PROVIDER:
Latha	am Excavation & Services, LLC
	P.O. Box 841
	Kamas, UT 84036
	Tax ID#:
	Business License #:
CI	nris Latham
<u></u>	Agent's Printed Name
	Signature
	Title

EXHIBIT A SCOPE OF WORK

COST PROPOSAL FORM

NAME OF PROPOSER	Latham Excavation & Services, I	LLC DAT	E 09/10/2024	
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To the Town of Hideout 10860 N Hideout Trail Hideout, Utah 84036

The undersigned, responsive to the "Request for Proposals" for the "Hideout Town Public Works On-Call Services" and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the requested services, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

We acknowledge receipt of	the following Addenda:	
We acknowledge receipt of	the following Addenda:	

For all work described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

Item No.	Regular Service	Bid Amount
1.	Replace a 1" drinking water service lateral from the mainline to the meter pit. (Assume 25 If of lateral)	\$5,500.00 + Parts, Materials, & Asphalt
2.		\$4,500.00 + Cost of Meter, Parts, & Materials
3.	, ,	\$7,000.00 + Cost of Parts, Materials, & Asphalt
4.		\$4,500.00 + Cost of Hydrant & Materials
5.	'	\$3,500.00 + Cost of new manhole cover & Asphalt
6.		\$7,500.00 + Parts, Materials, & Asphalt
7.	Clean and jet 2,000' of sewer main with 5 manholes (Avg depth = 11' - Max depth = 18')	\$2,000.00/0.5 day – 5-hour 1/2 day
8.	Clean and jet 1,200' of storm drain with 4 inlet crossings (4 combo boxes and 4 inlets)	\$2,000.00/0.5 day – 5-hour 1/2 day
9.	Hot Tap (up to 2")	\$405.00
10.	Sawcut Asphalt/Concrete	\$10.00/linear ft
	On-Call Service (Outside Business hours arriving within 4 hours.)	
10.		Time & Material with an additional \$30 an hour to all equipment rates listed for after-hours call

11.	Repair a 4" sewer service lateral from the mainline to the	Time & Material with an additional
	cleanout - (Assume 30' of PVC lateral)	\$30 an hour to all equipment rates
		listed for after-hours call
12.	Clear a sewer mainline plug	Time & Material with an additional
		\$30 an hour to all equipment rates
		listed for after-hours call
	Equipment Rates (Including Operator)	
13.	Passenger Truck	\$100.00/Hour
14.	Service Truck	\$150.00/Hour
15.	Transport Trailer	\$170.00/Hour
16.	Dump Truck	\$130.00/Hour
17.	Mini Excavator	\$130.00/Hour
18.	Mini Excavator with Hammer Attachment	\$230.00/Hour
19.	Loader	\$180.00/Hour
20.	Walk behind Compactor	\$120.00/Hour
21.	Jumping Jack Compactor	\$80.00/Hour
22.	210 Excavator	\$210.00/Hour
23.	210 Excavator with Hammer Attachment	\$310.00/Hour
24.	Skid Steer	\$130.00/Hour
25.	Skid Steer with Blower Attachment	\$150.00/Hour
26.	6'x10' Steel Plate	\$365.00/Week plus Delivery
	Markup for all other Supplies	Percentage
27.	Percentage markup for all other supplies	25%

			Item:

1. October 10, 2024 Town Council Meeting Minutes DRAFT

1		Minutes				
2	Town of Hideout					
3	Town Council Regular Meeting					
4		October 10, 2024				
5						
6						
7		eout, Wasatch County, Utah met in Regular Meeting on October 10, 2024 at				
8	6:00 pm electr	onically via Zoom and in the City Council Chambers located at				
9 L0		10860 N. Hideout Trail, Hideout, Utah.				
11	Regular Meeting					
L2	I. <u>Call to Order</u>					
L3 L4	•	d the meeting to order at 6:01 pm and reminded the participants that the s a hybrid, both electronically via Zoom and in-person at Hideout Town Hall.				
L5	II. Roll Call					
L6	Present:	Council Member Jonathan Gunn				
L7	Attending Remotely:	Mayor Philip Rubin				
L8	g	Council Member Chris Baier				
L9		Council Member Bob Nadelberg (joined at 6:23 pm)				
20		Council Member Ralph Severini				
21						
22	Excused:	Council Member Carol Haselton				
23	g., as=					
24	Staff Present:	Recorder for Hideout Alicia Fairbourne				
25 26	Staff Attending Remotely:	Town Administrator Jan McCosh				
<u>2</u> 7	Stan Attenuing Remotery.	Assistant Town Attorney Cameron Platt				
-, 28		Town Planner Thomas Eddington				
29		Director of Public Works Daniel Allen				
30						
31	Public Present: W	asatch County Fire Chief Eric Hales, JD Cronin, Dennis Takasugi, Donna				
32	Takasugi, Mike H	icks, Shauna Hicks, David Sherwood, Joanne Raphaelson, Ingram Quick,				
33	Heber Slabbert, Jan	ni Heiner, and others who may not have signed in.				
34	Public Attending I	Remotely: Kim Dickerson, Dawn Faulconer, Helen Langan, Mike Rost, Katie				
35	Shepley, Larry Eise	enfeld, Wasatch County Sheriff Jared Rigby, Jim Gruber, Steve Allen, Jamie				
36	Durbin, Rob Sant,	Clint Neerings, and others who may have logged in using a partial name or				
37	using only a phone	number.				
38						
39	Due to time constr	aints, there was an adjustment made to the posted agenda. The Approval of				
10		of Follow Up Items were moved to the end of the meeting.				
	Council Williams an	a ronow op nems were moved to the end of the meeting.				
11						

out Town Council Meeting Minutes

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

School Board Candidate/Incumbent Kim Dickerson addressed the Council. Ms. Dickerson shared details about her ongoing initiatives to foster community connections and improve communication between the School District and residents. She highlighted her role in organizing biannual Town Hall meetings, which had facilitated discussions between residents and various local agencies, including the Sheriff's office, County Council, and Public Works. These meetings aimed to gather and address community concerns within the Jordanelle area.

Ms. Dickerson also introduced the district's "Education Elevated" campaign, a celebration of Wasatch County School District's academic achievements. She reported that the district had consistently ranked among the top in Utah, achieving high proficiency in language arts, math, and science. She credited this success to collaborative efforts from teachers, students, parents, and the community, expressing gratitude for their support.

In her role as a school board member, Ms. Dickerson prioritized maintaining quality education, prudent budget allocation, and competitive teacher salaries. She noted the challenges in retaining teachers due to the area's high cost of living and emphasized that Wasatch County School District ranked among the highest in the state for average teacher salaries. Additionally, she clarified that a significant portion of the District's budget was allocated directly to classrooms and teacher compensation.

Ms. Dickerson concluded by thanking key figures in Hideout, including Town Administrator Jan McCosh, for their assistance in fostering her connection with the community. She provided her contact information and encouraged open communication from Council Members and residents, expressing her commitment to supporting the community's educational interests. Mayor Rubin thanked her for her remarks.

Council Member Severini proposed a moment of silence in memory of Patrick Hayes, noting that, although he did not personally know Mr. Hayes, his wife had encountered him on local trails and described him as a highly athletic individual. Council Member Severini reflected that the community had not experienced such a tragedy in recent years and felt it was appropriate to honor Mr. Hayes' passing in this way. Mayor Rubin agreed, and the Council observed a moment of silence in remembrance of Mr. Hayes.

Following the moment of silence, Mayor Rubin opened the floor for public comments at 6:14 pm.

Council Member Baier raised a concern regarding Comcast's installation process after her internet fiber line had been severed by Comcast's crew while they were working near her property, which resulted in her internet connection being disrupted. She shared her experience as a caution to residents and inquired about the status of Comcast's installation project.

Mayor Rubin acknowledged that there had been prior incidents involving Comcast, including a recent gas line break. He suggested that if these issues persisted, the Council might consider suspending Comcast's permit until the company could demonstrate improved oversight. Council Member Baier supported the idea of reviewing the frequency and impact of such incidents to determine if action was warranted.

Public Works Director Daniel Allen joined the discussion to clarify that the gas line incident involved an unmarked line, as the gas company had not adequately flagged it. He noted that such incidents, while unfortunate, were an occasional risk in construction work, despite marking efforts.

Mr. Allen emphasized that safety protocols required fire and police presence during gas line repairs to prevent potential hazards. He recounted a past incident in Saratoga Springs where an unmarked gas line accident led to fatal consequences.

Mayor Rubin directed Mr. Allen to inspect Council Member Baier's situation specifically to assess whether the fiber line was properly marked, expressing concern that Comcast might not be following proper procedures. Mr. Allen confirmed he would investigate to ensure proper marking protocols were followed. Mayor Rubin and Council Member Baier concluded that, should marking issues continue to cause incidents, a reevaluation of the site markings might be necessary to prevent further disruptions.

Wasatch County Sheriff Jared Rigby provided an extensive update on the investigation into the death of Mr. Patrick (Pat) Hayes, who was killed in a road-rage incident on September 25 in the State Park near the Ross Creek entrance. The Sheriff outlined five key areas of focus in the investigation, beginning with the identification of a suspect vehicle. Initially, the suspect vehicle was believed to be a Jeep, potentially a Gladiator or Wrangler, but investigators were now narrowing their focus to the Gladiator model. Sheriff Rigby requested the public's assistance in identifying any Jeep Gladiator seen in the area, regardless of front-end damage, as any initial damages may have been quickly repaired.

Sheriff Rigby then recounted the route taken by Mr. Hayes from his son's home in Midvale to the location near Ross Creek, where the incident occurred. Using cell phone data and some License Plate Recognition (LPR) data, they tracked his continuous drive up until he reached the Kimball Junction area, where his vehicle's speed dramatically decreased for about 400 yards before resuming. This behavior remained unexplained, and the Sheriff encouraged anyone with relevant dashcam footage or information from the I-80 Kimball Junction area to share it with law enforcement. Sheriff Rigby noted that they had video footage from the night in question but were withholding it to protect the investigation and any potential prosecution.

Autopsy results confirmed that Mr. Hayes died from a single gunshot wound to the chest, caused by a .45 auto handgun. Sheriff Rigby acknowledged the support of Mr. Hayes' family during the investigation and thanked them for their cooperation. He provided the contact number for tips and emphasized that dashcam footage from vehicles, particularly in the time frame around 10:45 to 11:00 pm on the night of September 25, could be invaluable.

In response to questions from Council Member Severini, Sheriff Rigby clarified that the investigation was led by the Wasatch County Sheriff's Office, with support from the Wasatch Back Major Crimes Task Force, which included multiple local and state agencies. He further explained that while there was footage showing the suspect vehicle leaving the Ross Creek area, the exact route afterward was uncertain. Therefore, they continued to seek additional camera footage from surrounding neighborhoods, leaving open the possibility that the vehicle could have exited in multiple directions.

Council Member Gunn inquired if any shell casings were recovered from the crime scene and if any forensic evidence, such as fingerprints or DNA, could be obtained from it. Sheriff Rigby responded, emphasizing the importance of protecting certain evidence details early in the investigation to maintain the integrity of any leads and potentially limit what only the investigators and the suspect might know. Sheriff Rigby confirmed that no shell casing had been found thus far, explaining that while the absence of a casing initially remained undisclosed,

sharing this information was now a strategic choice to engage the public in providing helpful leads.

Sheriff Rigby then offered to engage with the Council on any additional investigative needs and noted that officers would be conducting tests near the crime scene in the coming days, including recreating conditions at similar times and lighting to refine their findings. He clarified that this activity, conducted late at night, was solely investigative and posed no threat to public safety.

Mayor Rubin thanked Sheriff Rigby and expressed confidence in the department's efforts. He suggested the possibility of installing an additional surveillance camera at the Ross Creek entrance to monitor the area more comprehensively, given the increase in through-traffic. Sheriff Rigby agreed, noting this and other locations could benefit from enhanced surveillance, and he offered to discuss the matter further offline.

The session concluded with expressions of sympathy and commitment to the Hayes family, honoring Patrick's memory and pledging continued diligence to seek justice. Mayor Rubin thanked Sheriff Rigby and his team for their service to the community.

There being no further comments for the public, Mayor Rubin closed the floor at 6:47 pm.

IV. Agenda Items

1. Consideration and possible approval of Resolution 2024-R-XX appointing Jami Heiner as Hideout Town Treasurer

Mayor Rubin introduced the first agenda item, explaining the need for a new town treasurer to replace Jake McHargue, who would continue in an advisory role due to other professional obligations. Mayor Rubin commended Mr. McHargue for his service, then passed the floor to Ms. McCosh to introduce the new treasurer candidate, Ms. Jami Heiner. Ms. McCosh praised Ms. Heiner's background, which included 16 years of municipal finance experience, a master's degree, and preparation for the CPA exam.

Ms. Heiner briefly introduced herself to the Council, detailing her previous roles as treasurer, finance director, and HR director in other Utah cities, emphasizing her enthusiasm for municipal finance. Council Member Severini inquired about her weekly time commitment, which Ms. Heiner estimated at four to five hours, and confirmed initial collaboration with the current financial consultant.

Discussion followed regarding the need for a formal job description for the treasurer role. Council Member Gunn requested a job description to clarify duties, and Mayor Rubin acknowledged the importance of this. Mayor Rubin directed Ms. McCosh to prioritize drafting this document, which would reference statutory requirements for town treasurers. Assistant Town Attorney Cameron Platt confirmed that while the Council could not impose conditions on an appointment, they could decide to unappoint the candidate later if the job functions were not being met.

Council Member Baier noted that the Town did not have a job description when appointing the previous treasurer, suggesting that waiting for a formal description should not delay Ms. Heiner's appointment. With that, Council Member Baier made a motion to approve the resolution to appoint Ms. Heiner as the Treasurer.

Motion: Council Member Baier moved to approve Resolution 2024-R-11 appointing Jami Heiner as the Hideout Town Treasurer. Council Member Severini made the second. Voting Yes: Council Member Baier, Council Member Gunn, and Council Member Severini. Absent from voting: Council Member Haselton and Council Member Nadelberg. There were none opposed. The motion carried.

Following the approval, Recorder Alicia Fairbourne performed the Oath of Office to formally swear in Ms. Heiner.

2. Presentation from Langan Communications regarding a recommendation of a communication strategy

Helen Langan, from Langan Communications, presented her firm's recommendations for enhancing Hideout's communication strategy. She introduced herself, highlighting her extensive experience in municipal and corporate communications, including roles in Salt Lake City's administration and federal government positions. Her firm specialized in supporting public sector clients, which she noted as particularly meaningful work.

Over recent months, Ms. Langan conducted an in-depth audit of the Town's current communication strategies, engaging with town officials to gather insights. Her key findings emphasized a unified interest among Council Members and town staff in strengthening communication to build a more informed and engaged community. Ms. Langan's proposed strategy, designed as a "living document" to be updated as necessary, included measures for improving information flow between town officials and stakeholders, aligning with the Town's broader goals of making Hideout an appealing place to live and work.

The plan outlined several focus areas: transitioning from a reactive to proactive media approach to secure positive news coverage, enhancing communication channels such as the town website and newsletters, and using an annual survey to gauge resident sentiment. Proposed upgrades included adopting tools for email management and potentially redesigning the town website for improved accessibility. Additionally, the plan recommended implementing community engagement initiatives, such as neighborhood communication captains and monthly events, to foster two-way communication and community cohesion.

The presentation concluded with Ms. Langan's commitment to provide a finalized communication strategy document for Council review, with the possibility of smaller group discussions or work sessions to allow for detailed feedback. Mayor Rubin expressed interest in reviewing the final package, and several Council Members commended Ms. Langan's work and her contributions to refining the Town's public image alongside its development initiatives.

3. Update regarding the 2024 election and voting process

Ms. Fairbourne provided an update on the upcoming 2024 election procedures. She informed attendees that ballots would be mailed to registered voters starting October 15, and the Town Hall's ballot drop box would be available 24/7 from October 16 until November 5 at 8:00 pm. She advised voters to verify their registration and sample ballots at vote.utah.gov, noting that the Wasatch County Clerk's website also listed additional drop-off locations. The deadline for registration to receive a mail-in ballot was October 25, and Ms. Fairbourne highlighted options for in-person early voting from October 29 to November 1 at the Heber Senior Center.

Mayor Rubin added that the drop box was monitored under 24/7 camera surveillance for added security. He also reminded voters to verify receipt of their ballots through vote.utah.gov, emphasizing the importance of signing the ballot envelope and including contact information to ensure it was counted. Ms. Fairbourne clarified that individuals could drop off ballots for family or friends, provided they take responsibility for those ballots. She advised against collecting large numbers of ballots from others to avoid misunderstandings or potential concerns over election integrity.

Council Member Baier raised questions on handling multiple ballots, seeking clarity on state restrictions. Ms. Fairbourne confirmed that while individuals may submit ballots on behalf of others, it was advisable to limit collections to close family or neighbors. Mayor Rubin concluded by encouraging residents to visit vote.utah.gov for reliable election information or to consult Ms. Fairbourne if necessary.

4. Consideration of approving Resolution 2024-R-XX regarding repealing and replacing the Hideout Fee and Rate Schedule to amend fines for sewer connection fees, excavation permit fees, and remove weed fees for excavation permits

This item was not discussed and would be postponed to the November 14, 2024 meeting.

5. Discussion of Nightly Rental Ordinances

Ms. Fairbourne introduced the discussion regarding the Town's short-term, or nightly rental ordinances and outlined Hideout's requirements for short-term rentals, including the need for a business license, annual inspections by the Wasatch County Health and Fire Departments, and those properties be managed by licensed property management companies able to respond on-site within 30 minutes. Ms. Fairbourne emphasized that business licenses were only issued following confirmation that properties met these standards.

Council Members and Mayor Rubin discussed penalties for unlicensed rentals, noting that Hideout's default fine applied but may be insufficient as a deterrent. Council Member Gunn suggested exploring a fine tied to a percentage of rental income or a per-day fine structure. Mr. Platt noted that the maximum allowable fine under Utah law for such violations was set by the Class B misdemeanor rate, which currently capped at \$1,000 per violation. Council Members discussed how other municipalities, such as Park City, enforced compliance and the potential use of software to identify unlicensed rentals through online rental platforms. Mr. Platt confirmed that software was available to track listings by location, aiding enforcement efforts. He also noted that while Utah law prevented municipalities from penalizing owners for merely advertising short-term rentals, companies like Airbnb typically required a license if mandated by local laws.

Financial implications of enforcement were also considered. Ms. McCosh reported that revenue from short-term rental taxes had been minimal, totaling around \$32 in recent months. Mayor Rubin suggested revisiting existing financial models to better understand the Town's potential revenue from rentals and the cost-benefit of any enforcement software. Council Members further discussed long-term strategies for allowing and segmenting nightly rentals in new developments, with consideration of how rental permissions might enhance property values.

Council Member Severini brought up the topic of potential future regulations for fractional ownership properties. Mr. Platt offered to provide a legal summary, noting that Utah's legislature

recently placed limits on how municipalities could regulate fractional ownership. The Council agreed to revisit this and related topics in future sessions.

6. Update on the Agreement with Nate Brockbank Concerning the \$50,000 contribution and water shares donation

Mayor Rubin provided an update on the agreement with developer Nate Brockbank regarding his \$50,000 contribution and donation of water shares to the Town. He explained that the agreement document was currently awaiting Mr. Brockbank's signature and must also be signed by Jordanelle Special Service District (JSSD) and the Town. Mayor Rubin noted that the agreement was being monitored by Ms. Fairbourne, and he expected finalization within one to two weeks. Upon completion, the funds would be transferred, and the water shares would be formally registered under the Town's ownership. With no questions raised, Rubin proceeded to the next agenda item.

7. Follow up on software acquisition for code enforcement

Mayor Rubin reported that the Public Works team had recently received training on the new code enforcement software and had started using it, though they were still in the initial phase of implementation. Mayor Rubin recommended that Mr. Allen provide a comprehensive report from the software in December, detailing the types of infractions being tracked and the insights gained from the tool's data. Mayor Rubin also noted that the software would ideally capture most code violations for the next report. Mr. Allen indicated he was available for any immediate questions, but no questions were raised.

8. Update regarding the permanent Fire Station located within the Town of Hideout

Clerk's note: Agenda items 8 and 9 were discussed in conjunction with each other.

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

Mayor Rubin introduced the agenda item concerning the proposed permanent fire station for the Town of Hideout, noting its importance for improving emergency response times and potentially stabilizing or reducing local property insurance rates. He mentioned that the Council would need to approve the use of a parcel of town-owned land for this station. The land, situated on the east side of SR-248 between the Woolf Property and Deer Mountain, was initially received from a developer as part of an agreement and was also near the State Park entrance. Although Mayor Rubin supported the site's suitability, he acknowledged the Council's need to evaluate all options.

Fire Chief Eric Hales provided further details and explained that the station's location would significantly improve response times by eliminating the need to travel around Jordanelle reservoir, which remained challenging despite the new Jordanelle Parkway. Chief Hales highlighted that the site aligned well with fire safety standards by covering a substantial area within the Town's five-mile radius, which could lower insurance premiums and potentially reduce insurance policy cancellations due to wildfire risks. He also mentioned the additional revenue from the Emergency Medical Services (EMS) sales tax, which passed last year, would support this project without raising property taxes. Currently, a temporary station on donated developer land operated around the clock, offering a short-term solution.

Architect Heber Slabbert presented design options for a "satellite station," focused on compact, efficient use of the 3.5-acre parcel with minimal environmental impact. The proposed station would be small but functional, with dual bays, a five to six-person crew capacity, and design elements to fit Hideout's rustic aesthetic. Mr. Slabbert projected that construction would take 12-14 months, with design and permitting processes adding several additional months.

The Council discussed the station's benefits, especially in light of local insurance rate increases due to the area's wildfire risks. Council Member Severini shared his HOA's experience of a significant rise in insurance costs after their coverage was canceled and they had to reapply, underscoring the urgency for a nearby station. He indicated plans to conduct further analysis to assess potential insurance impacts on other HOAs and single-family property owners in Hideout.

The conversation then refocused on the proposed long-term lease for a permanent fire station on Town-owned property, referred to as the "triangle parcel." Council Member Baier highlighted that public feedback had been unanimously supportive of using this parcel for the fire station. She emphasized that the location was ideal, meeting the coverage area requirements. Mayor Rubin echoed her sentiment, affirming that community input had been positive and would be documented to support the decision formally.

Council Member Gunn then made a motion to authorize the Mayor to negotiate terms for a long-term lease with the fire department, specifying a parcel size of between 0.75 and one acre. This led to a debate on whether specifying acreage was necessary. Council Member Baier questioned the long-term viability of the proposed station size, considering future growth and the potential for higher buildings that could require additional fire services.

Chief Hales provided insight into the station's design, explaining that the current plan for a two-bay station aligned with the Town's current and projected needs. He noted that a larger station with more bays could be considered if building heights in the area increased. Council Member Severini supported exploring options for a larger facility that could accommodate more equipment if needed.

Chief Hales addressed questions regarding the size and future capacity of the proposed fire station, emphasizing that the current two-bay design could accommodate the department's largest aerial apparatus (107 feet), suitable for most needs even if nearby buildings increased in height. He explained that fire safety requirements for taller structures—like pressurized stairwells and standpipe systems—were integrated into building designs, reducing the need for additional apparatus. He noted that while expanding to three bays was considered, the two-bay approach balanced functionality and cost-efficiency, offering deep bays that can hold multiple vehicles without excessive energy costs.

Mayor Rubin and Council Member Baier both supported moving forward with the current plan, with Mayor Rubin expressing confidence in the department's design choices and strategic planning for future stations around Jordanelle. Council Member Baier suggested that if Public Works might share the parcel, the Town should continue parallel planning to ensure both facilities would fit. Mayor Rubin confirmed that preliminary design work for a Public Works facility on the remaining parcel was already underway.

With these clarifications, Council Members were prepared to move forward. Council Member Gunn motioned once more to authorize the Mayor to negotiate terms for a long-term lease

agreement with the fire department for constructing the permanent fire station, with Council
Members in agreement that discussion had been adequate.

Motion: Council Member Gunn moved to authorize the Mayor to negotiate terms on a long-term lease for a fire station on town-owned property. Council Member Baier made the second. Voting Yes: Council Member Baier, Council Member Gunn, Council Member Nadelberg, and Council Member Severini. Absent from voting: Council Member Haselton. There were none opposed. The motion carried.

Mayor Rubin reassured Chief Hales that the Town would manage the details of the agreement and ensure a practical solution for the land use.

Mayor Rubin then moved the meeting to review and approve council minutes from August and September, explaining that he had postponed this agenda item to accommodate Council Member Nadelberg's schedule.

V. Approval of Council Minutes

- 1. August 8, 2024 Town Council Regular Meeting Minutes DRAFT
- 2. August 8, 2024 Truth in Taxation Meeting Minutes DRAFT

It was discussed that Council Member Nadelberg was not present for these meetings and would abstain from voting.

Motion: Council Member Baier moved to approve the August 8, 2024 Town Council Regular Meeting Minutes and August 8, 2024 Truth in Taxation Meeting Minutes as presented. Council Member Severini made the second. Voting Yes: Council Member Baier, Council Member Gunn, and Council Member Severini. Voting Abstaining: Council Member Nadelberg. Absent from Voting: Council Member Haselton. There were none opposed. The motion carried.

3. September 11, 2024 Town Council Meeting Minutes DRAFT

It was discussed that Council Member Gunn was not present for the September 11 meeting and would abstain from voting.

Motion: Council Member Baier moved to approve the September 11, 2024 Town Council Meeting Minutes as presented. Council Member Gunn made the second. Voting Yes: Council Member Baier, Council Member Nadelberg, and Council Member Severini. Voting Abstaining: Council Member Gunn. Absent from Voting: Council Member Haselton. The motion carried.

VI. Follow up of Items from Approved Minutes

Council Member Severini noted a follow-up item from the August 8 minutes regarding Comcast's commitment to invest in new communities. He highlighted the need for Comcast to address ongoing issues related to their recent infrastructure work in Town, suggesting they should add financial value to the community, especially given the disruptions caused by their digging operations.

Ms. Fairbourne confirmed she had been in contact with the Comcast representative, who expressed interest in working with the Council. She mentioned she would reach out to the Council

and Ms. McCosh via email to coordinate further discussions. Council Member Severini emphasized that Comcast should contribute to initiatives supporting digital equity, particularly to assist low-income housing efforts in the area.

Council Member Baier added that while Comcast's crews were working quickly, some issues may stem from inaccuracies in ground markings rather than negligence, stressing the need to identify the root cause without assigning premature blame. She also supported including digital literacy in the equity initiative, acknowledging that digital skills vary by generation. The Council collectively recognized the need for careful prioritization to ensure follow-through on this and other community projects.

VII. Committee Updates

1. Planning Commission - Planning Commissioner Peter Ginsberg

Planning Commissioner Peter Ginsberg provided a brief update on the Planning Commission's current activities. He reported that the Commission was working on a proposed lot combination for the Soaring Hawk Subdivision as well as working with Attorney Jay Springer to draft ordinances which included updates and technical corrections stemming from recent legislative bills. Additionally, the Planning Commission continued to review proposals for the Wildhorse development, Elkhorn Springs, and Shoreline Phase 4.

2. Economic Development Committee - Council Member Severini

Council Member Severini reported on the Economic Development Committee's recent activities, noting positive progress in discussions with the Larry H. Miller Group. Council Member Severini emphasized that building a strong relationship with such a prominent and financially stable partner could be beneficial for the Town's long-term growth. Plans were underway for a workshop with the Group, as well as inviting the company's representatives to the Ross Creek open house.

The upcoming Ross Creek open house was in the planning stages, with efforts led by Ms. McCosh and Ms. Langan to develop engaging, visually appealing materials for community feedback. Council Member Severini highlighted logistical considerations, such as holding the event at Town Hall in November rather than on-site at Ross Creek.

The Committee was also experiencing changes in its membership, as Tim Dora may be stepping down, though Council Member Severini expressed hope to retain his involvement. He further acknowledged the contributions of other members, including Council Member Gunn, Planning Chair Tony Matyszczyk, and Alternate Planning Commissioner Chase Winder, noting their collective experience was vital as several projects moved to the Planning Commission for early input and conceptual review. Ms. McCosh also expressed confidence in the Committee's progress and its leadership.

3. Design Review Committee - Town Planner Thomas Eddington

Town Planner Thomas Eddington provided an update on the Design Review Committee, noting that there were no new projects currently under review as all ongoing projects were in the construction phase. He reminded the Council about a Doodle poll Ms. Fairbourne sent out for scheduling a site visit to Nate Brockbank's Elkhorn Springs project. Mr. Eddington encouraged Council Members to complete the poll so that multiple site visits could be arranged before the

weather changed. This visit would be crucial, as the project was expected to return to the Planning Commission and, if approved, to the Town Council.

Council Member Severini confirmed that he was scheduled for a visit the following day and inquired whether anyone had completed a walkthrough yet, to which Mr. Eddington responded that no visits had taken place thus far.

4. Parks, Open Space and Trails (POST) Committee - Council Member Baier

Council Member Baier provided an update on the Parks, Open Space, and Trails (POST) Committee, mentioning a recent site visit for wildlife vehicle collision mitigation on SR-248, which was scheduled for October 2. Council Member Baier had been away and was unsure of who attended but was informed by Ms. McCosh that Council Member Haselton and Deputy Recorder Kathleen Hopkins were present, along with representatives from UDOT. Ms. McCosh noted that, although she had to leave early for another meeting, the session involved good discussions, progress, and the articulation of concerns.

Council Member Baier asked if there had been any follow-up or commitments made regarding the existing wildlife fencing, especially areas where fencing had been removed due to development. Ms. McCosh explained that fencing was a sensitive topic, and more discussion would be needed. She suggested that the matter be addressed offline. Council Member Baier acknowledged that further work was needed but appreciated the progress made during the site visit. She and Ms. McCosh planned to follow up with Ms. Hopkins for more detailed information.

5. Transportation Committee - Council Member Haselton

Due to Council Member Haselton's absence, this item was not discussed.

VIII. <u>Closed Session - Discussion of pending or reasonably imminent litigation, personnel</u> matters, deployment of security personnel, devices or systems, and/or sale or acquisition of real property as needed

There being no further public business, Mayor Rubin asked for a motion to adjourn the Regular Meeting and reconvene in Closed Session.

Motion: Council Member Gunn moved to adjourn the Regular Meeting and reconvene in Closed Session. Council Member Baier made the second. Voting Yes: Council Member Baier, Council Member Gunn, Council Member Nadelberg, and Council Member Severini. Absent from voting: Council Member Haselton. There were none opposed. The motion carried.

The Regular Meeting adjourned at 8:59 pm and reconvened in Closed Session at 9:03 pm.

Present: Council Member Jonathan Gunn

Attending Remotely: Mayor Phil Rubin

Council Member Bob Nadelberg Council Member Ralph Severini

Staff Attending Remotely: Town Attorney Polly McLean

IX.	Meeting	Adj	journment
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 Upon conclusion of the Closed Session, Mayor Rubin asked for a motion to adjourn.

Motion: Council Member Nadelberg moved to adjourn the meeting. Council Member Baier made the second. Voting Yes: Council Member Baier, Council Member Gunn, Council Member Nadelberg, and Council Member Severini. There were none opposed. The motion carried.

The meeting adjourned at 9:20 pm.

Alicia Fairbourne, Recorder for Hideout

			Item:

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

1			Minutes			
2	Town of Hideout					
3	Town Council Special Meeting					
4			November 2, 2024			
5						
6	and a					
7	I ne	own Council of Hideo	out, Wasatch County, Utah met in a Special Meeting on November 2, 2024 at			
8 9			4:00 pm electronically via Zoom.			
10	Speci	al Meeting				
	т.	C-114- O-1				
11	I.	Call to Order				
12 13		Mayor Rubin calle electronically via Z	ed the meeting to order at 4:07 pm and noted that the meeting was held oom.			
14	II.	Roll Call				
15	A	ttending Remotely:	Mayor Philip Rubin			
16			Council Member Chris Baier			
17			Council Member Jonathan Gunn			
18			Council Member Carol Haselton			
19			Council Member Bob Nadelberg			
20			Council Member Ralph Severini			
21	CI4 CC	444 P D 41				
22	Staii A	Attending Remotely:	Town Attorney Polly McLean			
23 24			Town Engineer Gordon Miner Town Planner Thomas Eddington			
25			Recorder for Hideout Alicia Fairbourne			
26			Contracted Attorney Dani Cepernich			
27			Contracted Assistant Engineer Jason Biesinger			
28						
29	Public	Attending Remotely:	none.			
30						
31	III.	Closed Session - Di	scussion of pending or reasonably imminent litigation, personnel			
32		matters, deploymer	nt of security personnel, devices or systems, and/or sale or acquisition of			
33		real property as ne	<u>eded</u>			
34		Mayor Rubin asked	for a motion to close the public meeting and reconvene in Closed Session.			
35		Motion: Council	Member Nadelberg moved to adjourn the public meeting and reconvene in			
36			Council Member Haselton made the second. Voting Yes: Council Member			
37			ember Gunn, Council Member Haselton, Council Member Nadelberg, and			
38		Council Member S	Severini.			
39		The meeting went i	nto Closed Session at 4:09 pm.			

1	Attending Remotely:	Mayor Philip Rubin
2		Council Member Chris Baier
3		Council Member Jonathan Gunn
4		Council Member Carol Haselton
5		Council Member Bob Nadelberg
6		Council Member Ralph Severini
7		1
8	Staff Attending Remotely:	Town Attorney Polly McLean
9	•	Town Engineer Gordon Miner
10		Town Planner Thomas Eddington
11		Contracted Attorney Dani Cepernich
12		Contracted Assistant Engineer Jason Biesinger
13		
14	IV. Meeting Adjournment	
15	Upon conclusion of	the Closed Session, Mayor Rubin asked for a motion to adjourn.
16	Motion: Council 1	Member Gunn moved to adjourn the meeting. Council Member Severini
17	made the second.	Voting Yes: Council Member Baier, Council Member Gunn, Council
18		, Council Member Nadelberg, and Council Member Severini. There were
19	none opposed. The motion carried.	
20	The meeting adjourned at 5:20 pm.	
21		
22		
23		
24		
25		Alicia Fairbourne, Recorder for Hideout
26		