



HIDEOUT, UTAH TOWN COUNCIL MEETING

September 12, 2019

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its regularly scheduled meeting at 10860 N. Hideout Trail, Hideout, Utah for the purposes and at the times as described below on Thursday, September 12, 2019

All public meetings are available via ZOOM conference call and net meeting.
Interested parties may join by dialing in as follows:

Meeting URL: <https://zoom.us/j/4356594739> To join by telephone dial: US: +1 408 638 0986
Meeting ID: 435 659 4739

Regular Meeting
6:00 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Council Minutes
 1. June 13, 2019 Draft Meeting Minutes
 2. August 8, 2019 Draft Meeting Minutes - Truth in Taxation Hearing
 3. August 8, 2019 Draft Meeting Minutes - Regular Meeting
 4. August 22, 2019 Draft Meeting Minutes
- IV. Agenda Items
 1. Declaration by the Mayor
 2. Presentation - Moving Toward a Budget Less Dependent on Building Fees - Ken Leetham, City Manager North Salt Lake
 3. Approval of Bills to be Paid
 4. Resolution Appointing a Mayor Pro Tempore from September 21 through October 5, 2019
 5. Continued Public Hearing - Consideration and Possible Recommendation to Allow the Mayor to Finalize the Service Agreement With Utopia/UIA Fiber
 6. Continued Public Hearing - Consideration and Possible Recommendation to Allow the Mayor to sign an Inter-local Agreement With MIDA
 7. Continued Public Hearing - Possible Adoption of an Impact Facilities Plan
 8. Presentation of Financial Statements for Fiscal Year Ended June 30, 2019 - Wes Bingham, Town Treasurer
 9. Public Hearing Regarding FY 2020 Budget Amendment - Reallocation of a Portion of Engineering Fees to the Enterprise Fund
 10. Public Hearing to Discuss the Snow Removal Ordinance, due to Additional Suggested Revisions to the Ordinance

VII. Adjournment to Executive Session - Threatened Litigation

IX. Meeting Adjournment

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

HIDEOUT TOWN COUNCIL

10860 N. Hideout Trail

Hideout, UT 84036

Phone: 435-659-4739

Posted 9/10/19

Item Attachment Documents:

1. June 13, 2019 Draft Meeting Minutes

1 **Town of Hideout Town Council Meeting Minutes**
2 **10860 North Hideout Trail**
3 **Hideout, Utah**
4 **June 13, 2019**

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

10
11 **Others:** Jan McCosh, Town Administrator
12 Dan Dansie, Town Attorney
13 Jerry Dwinell
14 Barbara Clouston
15 Jeremy McAllister
16 Peter Mordaunt
17 Will Pratt
18 Dan Mouthaan
19 Mary Mouthaan
20 Vytas Rupinkas
21 Pam Ford
22 Bob Ford
23 Brent Fernandez
24 Chris Ensign
25 Mike Kosakowski
26 Wesley Bingham
27 Kendall Crittenden
28 Diane Foster

29
30 **Excused:** Jim Wahl
31 Dean Heavrin

32
33 **1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

34
35 Mayor Phil Rubin called the Town Council Meeting to order at approximately 6:00 p.m.

36
37 **2. ROLL CALL**

38
39 All members of the Town Council were present with the exception of Jim Wahl and Dean Heavrin.

40
41 **3. MINUTES – Consideration and Approval of Minutes of Special Meeting of**
42 **March 19, 2019.**

43
44 Approval of the minutes was deferred to a future meeting.
45

1 **4. ACTION ITEM – Approve the Signing of the Klaim MDA.**

2
3 Questions were raised about the addendum. Reference was made to Item #1 of the addendum
4 dealing with the CC&Rs and HOA and the timeline for recording the Declaration and establishing
5 the Association. It was reported that typically they are recorded with the plat. The HOA is usually
6 not turned over to the HOA until the project is near completion.
7

8 With regard to Item 3, Design Approval and Exterior Materials, Chris Baier asked about the Design
9 Review Committee (DRC) and its members. The intent was for the DRC to serve as an arm of the
10 HOA. The Town originally asked the developer to include members appointed by the Mayor who
11 represent the Town. Currently, there are three members of the DRC. As the HOA becomes more
12 involved they will reevaluate the members. Chris Baier suggested the language be modified to
13 specify that Addendum #1, Redline 3 be changed to specify that the DRB will review and approve.
14 The intent was to ensure that good design decisions are made. To date, the Town has not caught
15 up in order to make the Code match their level of maturity. As a result, they rely on Master
16 Development Agreements (MDA) to increase the level of control.
17

18 Klaim developer, Chris Ensign described what he is doing in other cities and how reviews are
19 conducted. Building materials and ways to incorporate them into the project were described.
20 Potential minor revisions to the building materials were identified. Procedural issues and
21 challenges were discussed. Mr. Ensign explained that the Town was involved in an effort to
22 provide freedom to use materials other than the standard.
23

24 Trails were next discussed. Council Member Baier read from the document, which indicated that
25 trails within the property will be constructed by and at the expense of the developer who shall be
26 solely responsible for maintaining the trails that run through, in, or upon the property, if any, except
27 any trails within the common areas shown on any plat or property. Residences of the property
28 shall have the right to utilize any such trail subject to any generally acceptable restrictions related
29 to use of the same. She explained that there is an Open Space, Parks, Trails, and Common Space
30 Committee who is working on a Master Plan currently. It was noted that it is not yet ready to be
31 presented to the Planning Commission. The intent is to make a presentation at the July Planning
32 Commission Meeting. Council Member Baier asked that language be added to the addendum to
33 specify that trails shall be built following design and construction guidelines for purpose and
34 sustainability as described in the Hideout General Plan and Hideout Trails Master Plan. The future
35 plan was to include guidelines to create purpose filled trails so that specific users and uses allow
36 accessibility for a wide range of trail users and conform to the General Plan guidelines that have
37 already been adopted.
38

39 Council Member Baier explained that they intend to follow International Mountain Biking
40 Association standards for trails. These apply to natural surface trails and that they are to be for
41 hiking and biking. She stressed the importance of trails being open to the public to maintain
42 connectivity and help the Town reach its trails and sustainability goals. She explained that private
43 trails limit usage and as a result, they are inherently more costly and less sustainable. In general,
44 a sustainable trail is one that people can use. One way to get people to use it and help meet other
45 goals is to open it up to the public. Council Member Baier also recommended that the small

1 sections of trail that are located in the HOA common areas and maintained by the HOA be made
2 public through a revocable easement.

3
4 Chris Baier next addressed future trails. She acknowledged that there is a great deal of open space
5 in the project and suggested potential language wherein the developer would agree to cooperate
6 and provide easements for the Town to create additional public trails within the dedicated open
7 space. The trails would be created at the Town's expense and conform to the guidelines of the
8 Hideout General Plan and the Hideout Trails Map. She commented that purpose-built trails are
9 desirable, particularly if they are purpose built. Walking and hiking trails were identified as the
10 most desirable. Mr. Ensign wanted to understand the conditions they will be committing to in
11 advance. They were planning to construct four-foot wide natural surface trails.

12
13 Road maintenance issues were discussed. Council Member Baier asked Mr. Ensign when he
14 intends to dedicate the roads to the Town. Mr. Ensign explained that they contemplated that it
15 would be done in stages. Town Attorney, Dan Dansie reported that typically the subdivision plat
16 is recorded that addresses the legal transfer of roads, rights-of-way, and utility easements. If the
17 Town wants more roads sooner, that could be accomplished through a road dedication plat or road
18 easement. The intent was to only dedicate roads when plats are recorded. A potential conflict was
19 identified as the snow removal ordinance, which stipulates that plowing will only occur after 50%
20 of the phase is sold. A comment was made that phasing will accomplish that same goal. The
21 developer will not move on to future phases if they have not yet sold their first phase. The rationale
22 was described. Frequently, snow removal equipment is taken across construction zones and there
23 are various things that are left on the road surface area that could damage the equipment. As a
24 result, the Town has indicated that they will not take it over until 50% is complete.

25
26 Mayor Rubin explained that the Town has a say in the acceptance of the roads. If the Town were
27 to accept a road there is then an obligation to maintain it to a certain standard. A comment was
28 made addressing at what point it is fair to ask a municipality to support a development's growth
29 by clearing roads.

30
31 **Council Member Shadle moved to approve the Klaim MDA with the incorporation of the**
32 **comments. Council Member Baier seconded the motion. Vote on motion: Hanz Johansson-**
33 **Aye, Chris Baier-Aye, Kurt Shadle-Aye. The motion passed unanimously.**

34
35 **5. PUBLIC HEARING – Consideration and Approval of a Resolution, Adoption of the**
36 **FY 2019 Amended Budget for the Town of Hideout.**

37
38 Mayor Rubin reported that there is an amendment to the General Fund of Fiscal Year 2018/2019
39 year to take additional funds and move them within the budget. Town Administrator, Jan McCosh
40 presented the budget and explained that one of the State requirements is that at the end of each
41 fiscal year the budget must be amended to the actual at fiscal year-end. It is a routine process and
42 they have done it every year. The overages were primarily due to ongoing building and
43 engineering expenses. Employee costs were also up. It was noted that the Town is significantly
44 understaffed. Compared to other cities and towns they spend very little on employees and service-
45 oriented activities. There are also billing issues that need to be reconciled. Reserve funds were
46 used to bring the budget into balance and they are budgeting ahead for next year in anticipation of

1 becoming a city. The estimated population was 975; when the population reaches 1,000 they will
2 become a city, which has different staffing requirements and regulations.

3
4 Ms. McCosh stated that they need to professionalize their internal operations and go through 10
5 years of records. The ultimate goal was to better serve the residents. Approximately \$100,000 in
6 reserves is being used, a portion of which can be recaptured from a road fund. Amending the
7 budget takes place annually. Ms. McCosh explained that the Town is required to have a balanced
8 budget and cannot run a deficit.

9
10 Mayor Rubin opened the public hearing.

11
12 Peter Mordaunt, a member of the public, asked if the budget included any accrued liabilities. Ms.
13 McCosh answered that it did not

14
15 There were no further public comments. The public hearing was closed.

16
17 **Council Member Shadle moved to approve a Resolution to adopt the FY 2019 amended**
18 **budget for the Town of Hideout, as presented. Council Member Baier seconded the motion.**
19 **Vote on motion: Hanz Johansson-Aye, Chris Baier-Aye, Kurt Shadle-Aye. The motion**
20 **passed unanimously.**

21
22 Appreciation was expressed to staff who prepared the budget and take care of the Town's finances.

23
24 **6. PUBLIC HEARING – Consideration and Approval of a Resolution, Adoption of an**
25 **Interim FY 2020 Budget Based on the Previously Approved Tentative FY 2020**
26 **Budget for the Town of Hideout. Upon Adoption of the FY 2020 Tentative Budget.**
27 **Council will Either Set Date for the Public Hearing for the Final Budget or Agree to**
28 **Move Forward with the Truth in Taxation Process.**

29
30 Ms. McCosh reported that the Tentative Budget was adopted previously and at that time there was
31 discussion about challenges the Town faces. Road issues were identified, which the budget
32 provides for. Budget planning procedures were discussed, which are intended to address the
33 challenges identified.

34
35 Mayor Rubin pointed out that the prior administration was very stingy on supporting infrastructure.
36 Because staff has been shorthanded, they got behind on billings and became short on Town
37 revenues that they are entitled to. The Town is gaining 10 miles or more of road with new
38 subdivisions coming in. A second Public Works employee was also recently hired. It was noted
39 that the current budget is nearly double the previous year.

40
41 Changes to the tentative budget are to be presented in August at which time a public hearing will
42 be conducted. It was noted that the Town is proposing to increase property taxes. Mayor Rubin
43 reported that Hideout currently has the lowest property tax rate in the County. The public hearing
44 tonight was to take public comment on the Interim Budget, which will apply to July 1 through
45 August 8 when the final budget is adopted.

1 Mayor Rubin opened the public hearing.

2
3 Jerry Dwinell asked about the Truth in Taxation process. Mayor Rubin stated that if adopted, the
4 Council will set a date to move forward to a Truth in Taxation Hearing. Mr. Dwinell asked about
5 the Hideout District 1 tax rate. Mayor Rubin indicated that the District tax is not technically part
6 of the budget. The district is a separate taxing entity.

7
8 There were no further public comments. The public hearing was closed.

9
10 Mayor Rubin stated that we will need to proceed with the Truth in Taxation process and move
11 forward with raising taxes.

12
13 **Council Member Shadle moved to adopt a resolution adopting an interim FY 2020 budget.**
14 **Council Member Baier seconded the motion. Vote on motion: Hanz Johansson-Aye, Chris**
15 **Baier-Aye, Kurt Shadle-Aye. The motion passed unanimously.**

16
17 **7. PUBLIC HEARING – Consideration and Approval of a Resolution, Revise Potable**
18 **Water Rates to Reflect the Impact of the Recently Approved JSSD Rate Increase.**

19
20 Mayor Rubin reported that the Jordanelle Special Service District provides water to the Town of
21 Hideout. A meeting was held on May 14 where they passed a resolution to increase water rates.
22 The Town has no choice but to pass the increase onto the residents. The Mayor described Water
23 Reservation Fees and stated that the Town is fortunate to have sufficient water. That was
24 accomplished by committing to pay the fee for the water even if they do not use it all. For that
25 reason, lot owners are charged a standby fee. The benefit is that the residents have water but the
26 downside is that it must be paid for whether it is used or not. The new rate schedule was reviewed.
27 The intent is not to overcharge the citizens. It was noted that the water rates have not included
28 funds for maintaining infrastructure.

29
30 Mr. Dansie reported that fees charged by the Town need to be generally applicable to all and
31 include a reasonable calculation. In response to a comment made, he explained that a retroactive
32 application of any law is difficult and it would be challenging to retroactively assess anyone for a
33 fee that the Town chose not to assess. Possible options were discussed.

34
35 Jeremy McAlister from T-O Engineers asked about the reserve study and commented on the
36 rationale for the administrative expense to maintain the infrastructure. The approval process was
37 described.

38
39 Ms. McCosh reported on what the actual dollar amount will be to the typical resident. An average
40 \$44 of the \$73 total utility bill pertains to water. The \$44 portion will increase to approximately
41 \$75.

42
43 Mayor Rubin opened the public hearing.

44
45 Brent Hernandez clarified who the fee would apply to. He was informed that the fee applies until
46 someone who builds on their lot. The proposed fee increases were described. Mr. Hernandez

1 stated that they have not yet owned their lot for one year but it seems like they are constantly
2 learning of a new fee being implemented. Mayor Rubin explained that Hideout has the lowest tax
3 rate in Wasatch County and they are trying to rationalize all of the development that is occurring.
4 Mr. Hernandez observed that there is currently no high-speed internet in Hideout yet there are
5 significant increases being imposed on residents. Mayor Rubin stated that the Town is close to
6 signing a deal to accomplish that. It was clarified that there is high-speed internet in some areas
7 of the Town currently.

8
9 There were no further public comments. The public hearing was closed.

10
11 The Mayor suggested that the resolution be adopted tonight removing Section 6.4, which will be
12 revisited at a later date. Mr. McAlister clarified that Section 6.4 is to be removed until they
13 establish the rationale. He asked if it would be acceptable to keep the pass-through costs and just
14 remove the 105 clause. The Mayor was not in favor of that.

15
16 **Council Member Shadle moved to accept the resolution, as modified. Council Member Baier**
17 **seconded the motion. Vote on motion: Hanz Johansson-Aye, Chris Baier-Aye, Kurt Shadle-**
18 **Aye. The motion passed unanimously.**

19
20 The Council Members reluctantly voted in favor of the water rate increase indicating that they did
21 not have any other choice.

22 23 **8. PUBLIC HEARING – Annexation Policy Plan.**

24
25 Mayor Rubin reported that a number of requests have been received asking for more time to
26 evaluate the plan. It was also reported that within one-half mile of a municipality is not tied to the
27 area being considered for annexation. Any areas within one-half mile must provide proper
28 notification. Mr. Dansie indicated that in his conversations with the Summit County Attorney and
29 Planning Director, the Town would not move forward with a decision tonight to give them
30 additional time to respond. The public hearing should be continued to the next meeting.

31
32 Mayor Rubin opened the public hearing.

33
34 Mike Kosakowski commented that his home is next to a property that was recently annexed on the
35 opposite side of the creek. They live in what the State calls the “donut hole” in that they are
36 completely surrounded by MIDA. He asked what their status would be. He was not present
37 espousing a position one way or the other but asked about the legalities of his situation.

38
39 Pam Ford stated that theirs was one of the first homes built in their area about 15 years earlier.
40 She was present to get more information. Mayor Rubin indicated that it is fairly difficult to annex
41 non-contiguous land. Doing so will take work. Mr. Kosakowski observed that the Town’s
42 boundaries go to the midway point of Jordanelle so the situation depends on how the term
43 “contiguous” is defined. Mr. Dansie reported that two things are required to be included in an
44 annexation. The first would be to have an Annexation Policy Plan. The second is the annexation
45 process itself.

1 Margaret Plane was present on behalf of Park City and stated that they have been coordinating
2 with Summit County. She stressed the difference between the plan and the actual annexation.
3 Currently, the Town is working on the plan. Park City cares about the plan and ensuring that there
4 is clear planning in areas that are adjacent to their city and in unincorporated Summit County.
5 Ms. Plane was asked why the properties in question were not annexed into Park City. Ms. Plane
6 stated that discussion is ongoing on the matter with their city council. She suggested that careful
7 planning include following the statutory requirements and allowing them to provide input. Park
8 City's request is that the policy plan begin as a plan. Ms. Plane described the process that should
9 be followed and stated that Park City will follow up with a letter specifying what they are asking
10 for and why. They were concerned about the draft plan as it is written since it does not go into the
11 level of detail that State law requires. Ms. Plane stated that the situation can be rectified if they
12 start over and work together.

13
14 It was noted that the matter was properly noticed, the Planning Commission was present, and the
15 issue was studied thoroughly. Noticing issues were discussed.

16
17 There were no further public comments. Mayor Rubin introduced Counselor Crittenden from
18 Wasatch county. The Mayor asked Mr. Crittenden if he had any comments regarding the
19 Annexation Policy Plan. Mr. Crittenden said he did not.

20
21 The Council then asked several unrelated questions of Mr. Crittenden, who graciously answered
22 the questions as described below

23
24 Traffic issues were identified when entering and exiting Hideout Trail onto Highway 248.
25 Assistance was requested to help the Town control the area. It was requested that there be
26 increased police coverage there.

27
28 Council Member Baier inquired about the possibility of getting a traffic light at another very
29 dangerous intersection in Town. Reference was made to the 248 Agreement with the thought
30 being that the intersection referenced would be the first designated future lighted intersection.
31 Council Member Baier questioned the delay.

32
33 The bussing of Hideout students was next addressed. Possible alternatives were identified as
34 meeting with the Wasatch County or South Summit School Districts.

35
36 Mayor Rubin closed the public hearing.

37
38 **Council Member Shadle moved to continue the Annexation Policy Plan public hearing until**
39 **June 27, 2019. Council Member Baier seconded the motion. Vote on motion: Hanz**
40 **Johansson-Aye, Chris Baier-Aye, Kurt Shadle-Aye. The motion passed unanimously.**

41
42 **9. RESOLUTION – Appointing the Treasurer for the Town of Hideout.**

43
44 Mayor Rubin reported that the Town is in need of a new Treasurer. Wesley Bingham has agreed
45 to support the Town for a time in that capacity. A resolution was needed to install him as Treasurer.
46 Mr. Bingham introduced himself and reported that he was a controller for a real estate developer

1 for five years after working in public accounting for three years. He has been a CPA for 10 years
2 and maintains his license. He has worked for the City of Heber for five years and is the most
3 senior finance person there and works directly with the City Manager in preparing the budget.
4

5 **Council Member Shadle moved to pass a resolution appointing the Wesley Bingham as the**
6 **Treasurer for the Town of Hideout. Council Member Baier seconded the motion. Vote on**
7 **motion: Hanz Johansson-Aye, Chris Baier-Aye, Kurt Shadle-Aye. The motion passed**
8 **unanimously.**
9

10 **10. CONSIDERATION AND APPROVAL OF BILLS TO BE PAID – Consideration and**
11 **Possible Approval of Payment of May 2019 Bills.**
12

13 Bills to be paid were reviewed and discussed.
14

15 **Council Member Shadle moved to approve the payment of the May 2019 bills. Council**
16 **Member Baier seconded the motion. Vote on motion: Hanz Johansson-Aye, Chris Baier-**
17 **Aye, Kurt Shadle-Aye. The motion passed unanimously.**
18

19 **11. TENTATIVE DISCUSSION ITEMS – MIDA/UIA Review – if Time Permits.**
20

21 The Council was updated on the MIDA/UIA Review. A meeting took place the previous week at
22 which time MIDA was given the adjustments to the language provided by the Planning
23 Commission and Council. A revised document from MIDA is expected in short order.
24

25 With regard to the UIA, staff is continuing to work with UTOPIA to bring low cost high-speed
26 internet service to Hideout. Part of the agreement requires a commitment from the Town to pledge
27 funds to cover UIA install costs until 164 users are subscribed. Should MIDA be approved,
28 Hideout needs to consider whether it would want to pledge a portion of the MIDA funds as a
29 backstop to the UIA infrastructure being put into the Town. It was reported that residents of Deer
30 Springs, Deer Waters, and Shoreline have expressed an interest in moving forward.
31

32 Council member Chris Baier asked for a Council working session to be scheduled for a deep dive
33 into the MIDA agreement. The Mayor agreed to set up that session.
34

35 **ADJOURNMENT TO EXECUTIVE SESSION**
36

37 **Council Member Shadle moved to close the public meeting and reconvene in an executive**
38 **session. Council Member Baier seconded the motion. Vote on motion: Hanz Johansson-**
39 **Aye, Chris Baier-Aye, Kurt Shadle-Aye. The motion passed unanimously.**
40

41 The City Council was in closed session from 8:20 p.m. until 8:45 p.m.
42

43 **12. ADJOURNMENT**
44

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

- 1
- 2 The Town Council Meeting adjourned at approximately 8:45 p.m.

DRAFT

Item Attachment Documents:

2. August 8, 2019 Draft Meeting Minutes - Truth in Taxation Hearing

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HIDEOUT, UTAH
10860 N. Hideout Trail
Hideout, UT 84036
TOWN COUNCIL MEETING
August 8, 2019
6:00 PM

TOWN COUNCIL PUBLIC HEARING
TRUTH IN TAXATION AND FINAL 2019-2020 BUDGET REVIEW

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Rubin called to order the meeting of the Town Council of the Town of Hideout at approximately 6:10 p.m. on August 8, 2019 at 10860 N. Hideout Trail, Hideout, Utah and led the Pledge of Allegiance.

2. ROLL CALL

Town Council Members Present:

Mayor Philip Rubin
Council Member Chris Baier
Council Member Kurt Shadle
Council Member Hanz Johansson
Council Member Jim Wahl (by telephone)

Excused: Council Member Dean Heavrin

Staff Present: Town Administrator Jan McCosh
Town Attorney Dan Dansie

Others Present:

Herma and Steven Powell, Jerry Dwinell, Jim Bolduc, Ted Brower, Jared Fields, Will Pratt, Bruce Woelfle, Mary Mouthaan, Marily Hernrolm, Joe Homan, Marc Rubin, Bill Batlett, Tony Matyszczyk, Rick Bolduc, Glenn Seymour, David and Jane Gorrell, Karen Scheible, J. Mosch, Jeff Wetzal, Roger Timmerman, and others who did not sign in or whose names were illegible.

3. PUBLIC HEARING - Truth in Taxation Process and Possible Adoption of Increased Tax Rate for Hideout Town

Mayor Rubin explained how the meeting would proceed, stating that he would cover the budget, the challenges, and the reasoning behind the proposed tax increase. He added the meeting would cover the actual budget numbers, have a Council discussion and then open the floor for public

1 input, and would then vote to determine if the budget as proposed for 2019-2020 would be
2 approved.

3
4 Mayor Rubin presented a slide presentation to explain the process. He added the committee
5 working on the budget did a lot of hard work and he appreciated their efforts.

6
7 Mayor Rubin explained the current tax rate was .000441 and would remain so if the proposed
8 change was not adopted. The proposed increase would set the rate at .000867. He added the
9 comparable rates for surrounding areas were significantly higher and if the Town adopted the
10 proposed rate, it would still be lower than nearly all municipalities in Wasatch County.

11 Additionally, most towns with these low numbers have commercial tax revenues because they
12 have businesses operating within their locales. Hideout does not have businesses operating
13 within the Town other than the golf course, which operates on a seasonal basis and does not
14 bring a lot of tax revenue to the Town.

15
16 Mayor Rubin went on to outline the elements concerning the proposed tax increase. The Town's
17 bulk water supplier, Jordanelle Special Service District ("JSSD") increased the rate to the Town,
18 which impacted the water fund and the funds needed to support the water side of the business.
19 Further, the Town had been deferring work to maintain the Town infrastructure, namely the
20 water, sewer and road networks. An engineering study was conducted on the roads which found
21 approximately 20% of the roads were rated as critical or poor, thus it will require some road
22 repair work to mitigate major problems. Mayor Rubin added a lot of growth was underway in the
23 Town and building services had increased the demand on the staff. Additionally, the Town was
24 working on improving technology, such as Xpress Bill Pay. With the growth, the Town needs to
25 attract and retain employees and would have to offer more in salary.

26
27 Additional fiscal challenges enumerated: delinquent property taxes and unpaid water and sewer
28 fees, which the Town is working to resolve.

29
30 Mayor Rubin then outlined how the increase would be used:

- 31
- 32 1. Additional police patrol coverage to address the speed issue on Highway 248. The goal
33 was to add some additional patrol and traffic control capabilities as well as enforcement
34 for code violations.
 - 35 2. Road maintenance: Hideout recently contracted to complete some road maintenance in
36 Rustler starting as soon as the fiber infrastructure was finished.
 - 37 3. Investing in improved engineering operations, e.g. preventive maintenance on the water
38 and sewer systems, line location mapping, code enforcement, snow removal equipment.
 - 39 4. Staff and systems improvements necessary to keep billing up to date, updating code and
40 policies to better reflect the goals of the General Plan. He noted the General Plan was
41 updated in February 2019. The Town code had not really been updated in the last ten
42 years. Zoning and a number of sections of the Code needed to be updated.
 - 43 5. Parks and trails. The Parks/Open Space/Trails Committee was working on a plan to better
44 connect the Town and trail system, which will require funds to implement planning and
45 design.
- 46

1 Mayor Rubin outlined the budgeting process to date: in May, the Council approved the tentative
2 budget for this year; in June an interim fiscal year 2020 budget was adopted (the 2020 fiscal year
3 commenced July 1 of this year); then the truth in taxation process began, with this evening's
4 hearing having been scheduled and noticed in July.

5
6 The Mayor referred to a projected slide of the budget and explained the tax rate change on the
7 2019-2020 figures. He mentioned there was a fair amount of funds coming in from licensing and
8 fees. Further, there was a surplus in the account the Town was hoping to utilize to close some of
9 gaps in the budget. If approved, there would be a total revenue of \$818,000 projected for 2019-
10 2020. The Town was currently running on a \$600,000 budget, so the proposed increased budget
11 was not significant. Expenses in administration rose, mostly due to personnel costs, in efforts to
12 attract and retain qualified staff. The professional services expenses were slightly higher by
13 approximately \$10,000 in the general government area. He explained the \$30,000 proposed in
14 public safety was meant to achieve the goals he explained earlier. The street fund was up due to
15 the needed repairs outlined. Debt service remained the same because the Town was currently
16 paying off the debt on the Town administration building and vehicles.

17
18 Additionally, Mayor Rubin described the Enterprise Fund, which is funded from water, sewer
19 and storm water services fees. The primary increase in the fund was due to the water rate
20 increase. This fund currently reflects a bit of a shortage, and staff was considering how to close
21 that gap, adding State Code did not require balanced income and expenditure on the Enterprise
22 Fund. He stated the Town would need to watch repairs and ensure it was receiving all the
23 revenues due from water bills, etc. on time to close the gap, otherwise some maintenance would
24 be deferred.

25
26 Mayor Rubin then opened the discussion to the Council. Council Member Baier asked to more
27 closely look at how Hideout compared to some of the surrounding towns, e.g. Kamas and Heber
28 City. Mayor Rubin responded the dollars are not comparable because the municipalities are so
29 much bigger. Baier agreed that with the proposed increase, the Hideout tax rate would still be
30 lower than the other towns and cities. Council Member Shadle pointed out the average increase
31 per property owner in Hideout was about \$100. He enumerated the current issues the Council
32 needed to focus on and for which additional funds were needed: the roads were in disrepair; the
33 safety issues concerning access to Highway 248; significant property tax delinquencies; water
34 fee collection issues. Shadle felt the Mayor was essentially saying it was time Hideout became a
35 professional town and do the things the Town needed to do to operate for the betterment of the
36 community and its people. He felt \$100 per year was a worthwhile expenditure.

37
38 Council Member Johansson felt it was amazing the Town had been operated the way it was in
39 the past and he thought it made sense to bring it more in line with other towns and repair roads
40 and address other critical needs.

41
42 Council Member Wahl expressed his hope that the budget would be enough to run the Town for
43 a while, but he added he had all his faith and trust in those who had been going over the numbers
44 and they did a great job; he felt good about the budget.

1 With no further comments from the Council, Mayor Rubin opened the floor for public comment
2 at 6:25 p.m.

3
4 **Karen Scheible** resident of the Rustler development, inquired what percentage of residents were
5 delinquent. Council Member Shadle explained Wasatch County had 31,000 residents and
6 Hideout had 1,000 residents. The percentage of delinquencies in Hideout as a percentage of the
7 total taxation in Wasatch County was 20%. An unknown speaker inquired regarding the
8 percentage of water delinquencies. Shadle could not recall, but he stated it was a large number.
9 He explained the Mayor's decision to hire a business manager was to regularize the Town's bill
10 collection. There had been significant improvement on dunning people and making the
11 collections come in.

12
13 With no further public comments from the floor, at 6:30 p.m., Mayor Rubin opened the meeting
14 to the public attending telephonically.

15
16 **Don Blumenthal** thanked the Council for its candid discussion about the problems. He asked
17 whether there was a written budget justification for each of the components of the budget, as he
18 hadn't seen that. He stated with budgets he prepared for his work, he had to justify every aspect
19 of what the costs would be and how it would change over time. Mayor Rubin responded the
20 Budget Committee did prepare a detailed breakdown of every line item and tied them to desired
21 improvements. There was a list on each line item of the things the Town was intending to do
22 with the increase; the Mayor didn't believe the Town was required to do what Mr. Blumenthal
23 proposed. Dan Dansie confirmed that the line items the Town prepared satisfied its obligations.

24
25 Council Member Shadle reviewed the major line item components that were increased: road
26 maintenance, water and sewer infrastructure costs, staffing and snow removal. Building
27 inspection costs were up, but that item was concomitant with the significant increase in
28 inspection fees as a result of those inspections.

29
30 Mr. Blumenthal asked whether the budget figures were publicly available. Dan Dansie responded
31 that anything generated in connection with the project could be made publicly available, but in
32 terms of the document budget, the material presented this evening needed to go into the budget.
33 Mayor Rubin affirmed all the information was written down and the package would be posted
34 with the minutes of the hearing and the line item explanations.

35
36 With no further comments, Mayor Rubin closed the floor for public input.

37
38 *Council Member Shadle moved to adopt the proposed 2020 budget. Council Member Johansson*
39 *made the second. Voting Aye: Council Members Baier, Johansson, Shadle and Wahl. Voting*
40 *Nay: None. The motion passed unanimously.*

41
42 *Council Member Shadle moved to approve the proposed tax rate increase to .000867. Council*
43 *Member Johansson made the second. Voting Aye: Council Members Baier, Johansson, Shadle*
44 *and Wahl. Voting Nay: None. The motion passed unanimously.*

1 4. **PUBLIC HEARING - Final 2019-2020 Budget Review and Possible Adoption of the**
2 **Final 19-20 Budget**

3
4 The discussion on this agenda item was combined with Agenda Item 3.

5
6 5. **ADJOURNMENT**

7
8 *Council Member Johansson moved to adjourn the meeting. Council Member Baier made the*
9 *second. Voting Aye: Council Members Baier, Johansson, Shadle and Wahl. Voting Nay: None.*
10 *The motion passed unanimously.*

11
12 The meeting adjourned at 6:35 p.m.

13
14
15
16
17
18

Nancy Hooten, Administrative Assistant

Item Attachment Documents:

3. August 8, 2019 Draft Meeting Minutes - Regular Meeting

HIDEOUT, UTAH
10860 N. Hideout Trail
Hideout, UT 84036
TOWN COUNCIL MEETING
August 8, 2019
6:00 PM

TOWN COUNCIL REGULAR MEETING

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Rubin called to order the meeting of the Town Council of the Town of Hideout at approximately 6:37 p.m. on August 8, 2019 at 10860 N. Hideout Trail, Hideout, Utah. Mayor Rubin noted the Pledge of Allegiance had already been recited during the first meeting and public hearing on this date.

2. ROLL CALL

Town Council Members Present:

Mayor Philip Rubin
Council Member Chris Baier
Council Member Kurt Shadle
Council Member Hanz Johansson
Council Member Jim Wahl (by telephone)

Excused: Council Member Dean Heavrin

Staff Present: Town Administrator Jan McCosh
Town Attorney Dan Dansie

Others Present:

Herma and Steven Powell, Jerry Dwinell, Jim Bolduc, Ted Brower, Jared Fields, Will Pratt, Bruce Woelfle, Mary Mouthaan, Marily Hernrolm, Joe Homan, Marc Rubin, Bill Batlett, Tony Matyszczyk, Rick Bolduc, Glenn Seymour, David and Jane Gorrell, Karen Scheible, J. Mosch, Jeff Wetzal, Roger Timmerman, and others who did not sign in or whose names were illegible.

3. APPROVAL OF COUNCIL MINUTES – April 11, 2019, July 11, 2019

Council Member Kurt Shadle moved to approve the April 11, 2019 minutes with corrections as discussed (change “poke” to “spoke” at line 245). Council Member Chris Baier made the second. Voting Aye: Council Members Baier, Shadle, Johansson and Wahl. Voting Nay: None. The motion passed unanimously.

1 Discussion ensued concerning the July 11, 2019 minutes and the need for further corrections.
2 Mayor Rubin stated he would defer the approval of the minutes to the next meeting.

3
4 **4. EMPLOYEE RECOGNITION – Mayor wishes to recognize employee efforts**

5
6 Mayor Rubin reported the Council and staff had been working hard to professionalize the town.
7 He expressed his gratitude to Jan McCosh for all her work in driving the budget process, gaining
8 new talent, and upgrading the technology and systems. Additionally, the Mayor expressed his
9 thanks to Kent Cuillard and Rob Long for all their work in improving the processes related to
10 Public Works and Building.

11
12 The Mayor then presented a certificate to Jan McCosh in recognition of her hard work and asked
13 for the Council’s unofficial approval to award her some money for a “Me” day. The Council
14 consented to the award, which the Mayor noted was within the 2019 budget.

15 **5. DISCUSSION and possible approval of the Hideout Town Rules of Order and**
16 **Procedure – Mayor**

17
18 Mayor Rubin explained the Rules of Order and Procedure (the “Rules”) originated from State
19 code on how council meetings should operate. They defined the extent of the Mayor’s authority,
20 how votes were to be taken, and they would encourage the Council to be polite. The Mayor
21 added the Rules would provide a reminder of the Council’s ethical responsibility to mention any
22 potential conflicts at the time of voting.

23
24 Discussion followed concerning the “Discussion” section on page 4; it was indicated the Rules
25 provide that the Mayor or any Council Member could request the discussion be continued or that
26 a motion be made and voted upon.

27
28 Council Member Baier felt the Rules needed to include some parameters concerning how to
29 properly make and amend motions, etc. to preserve the procedures for future, however she
30 suggested the Council approve the Rules as-is this evening and amend them later when time
31 permits. Mayor Rubin agreed to put the item on a future agenda. Council Member Baier
32 expressed her thanks for the Mayor’s efforts in putting this document together.

33
34 *Council Member Shadle moved to adopt the Rules of Order and Procedure as presented in this*
35 *evening’s meeting. Council Member Baier made the second. Voting Aye: Council Members*
36 *Shadle, Baier, Johannson and Wahl. Voting Nay: None. The motion carried.*

37 **6. CONTINUATION OF PUBLIC HEARING – Consideration by the Town Council**
38 **to approve the Impact Facilities Plan and adoption of an Impact Fee enactment**

39
40 Mayor Rubin stated at the last meeting, Council chose to place this agenda item on this evening’s

1 agenda, however Mayor Rubin explained that while progress had been made on the engineering
2 analysis, gaps in understanding the District charge remained. Further, the Town received a
3 bankers' box of documents that were still being analyzed. Based on these factors, the Council
4 was not in the position to come forward with a revised Impact Facilities Plan, thus the Mayor
5 recommended this agenda item be continued to September 12, 2019.

6
7 *Council Member Shadle moved to continue the discussion on this agenda item to September 12,*
8 *2019. Council Member Baier made the second. Voting Aye: Council Members Shadle, Baier,*
9 *Johannson and Wahl. Voting Nay: None. The motion carried.*

10 **7. CONTINUATION OF PUBLIC HEARING – Consideration by the Town Council**
11 **to approve the Annexation Policy Plan as proposed by the Planning Commission**

12
13 Mayor Rubin recommended continuing this item to August 22, because the Planning
14 Commission hadn't come forward with their recommendation. Council Member Shadle added
15 there was a pending breakfast meeting with Wasatch and Summit counties and Park City to
16 further explore issues they raised and to discuss issues Hideout felt were important.

17 *Council Member Shadle moved to continue this agenda item to August 22, 2019. Council*
18 *Member Baier made the second. Voting Aye: Council Members Shadle, Baier, Johannson and*
19 *Wahl. Voting Nay: None. The motion carried.*

20 **8. DISCUSSION and possible authorization for the Mayor to approve the UIA**
21 **(Utopia) high speed internet service agreement – Internet Committee**

22
23 Mayor Rubin explained as part of the General Plan process, the Town received numerous
24 comments from residents concerning the need for high speed internet service. In response, the
25 Town created a high-speed internet committee that identified Utopia as a potential provider.
26 Additionally, Mayor Rubin noted another internet provider, All West was currently digging holes
27 to bring some internet capability for a portion of the Town, with the promise of sometime in the
28 future doing more. He commented this would create some competition options for the Town.

29 Council Member Shadle presented on behalf of the Internet Committee, of which he, Jerry
30 Dwinell and another past Town Member served. The Committee started by surveying the Town
31 residents. 65% of the Town responded to the survey; of those, 95% felt the internet was very
32 important and 60% were very or somewhat dissatisfied with their current internet options. Of the
33 total responses, 70% reported download speeds of 25 megabits or slower, and 40% remained
34 with their current provider because there was no other option. Of the respondents, 92% were
35 interested in the Town building a high-speed fiber backbone if it didn't result in increased taxes.
36 That same respondent subset stated it would sign up for high-speed internet if offered.

37 The Committee then sent a solicitation request to every provider: Comcast, Google, Century
38 Link, etc., from which they received three responses: All West, (currently digging on roads);

1 Utah Broadband, and Utopia. Based on a decision-making matrix created by Jerry Dwinell, the
2 Committee recommended Utopia, for several reasons, the most important of which was cost. All
3 West 1 gigabit service costs \$154.95 per month. Utopia would cost \$91.95 per month, resulting
4 in approximately \$750 per year savings to the subscribers. The 1gig service was on the high end,
5 however lower speeds would be available. Mr. Shadle commented if the Council voted to
6 approve Utopia, the Town would have the fastest, lowest cost internet speeds in this or Summit
7 counties, and he was very excited with the potential of bringing Utopia to the Town.

8 Mr. Shadle went on to explain Utopia’s financing partner in this project was Utah Infrastructure
9 Agency (“UIA”), an agency providing broadband to Utah communities. The current proposal
10 was a 25-year agreement between UIA and Hideout to provide high-speed fiber optic
11 infrastructure over which service providers would provide internet services. The infrastructure
12 itself would be owned by UIA. There would be two components to the arrangement: 1)
13 infrastructure; and 2) Utopia would provide the Town with up to ten different ISPs and offer the
14 flexibility to switch between them without any further cost or contract to subscribers.

15 Mr. Shadle advised the following neighborhoods would be included in the rollout: Forevermore,
16 Glistening Ridge, Rustler, Silver Sky, and the upcoming developments of Deer Springs,
17 Lakeview, Deer Waters, Shoreline 1&2, and KLAIM. He added part of the reason the Committee
18 was not as excited about All West was due to All West’s interest in only servicing portions of the
19 Town, currently Rustler. He referred to a map of all the communities proposed to be serviced by
20 Utopia. The red area indicated Golden Eagle (no one was currently in that area at this time).
21 Soaring Hawk and Overlook would be in Phase 2, adding Overlook’s HOA was not interested in
22 joining at this time, thus it would be projected for Phase 2.

23
24 The total cost of the project was estimated to be slightly below \$1.1 million, financed through
25 UIA. Any cost overruns would be the responsibility of UIA and Utopia. UIA and Utopia were
26 currently funding the pulling of fiber from Quinn’s Junction to the Town, which was a
27 significant concession, considering the Town was previously responsible for getting the fiber
28 from Quinn’s Junction, as well as the digging and required infrastructure to connect each of the
29 residences in Town.

30 Payments on the project financing would be scheduled over 25 years, commencing two years
31 after signing the agreement. Annual payments would be \$82,500 funded by subscriber fees and
32 not from the Town. Monthly user fees were estimated to run \$42.00 a month and were projected
33 to decrease to approximately \$40.00 a month, as the subscriber base grows. In order to meet the
34 annual financing cost, the Town would need 162 users (down from 204 when Utopia
35 negotiations started). Further, the developers of Shoreline, Deer Waters, Lakeview, Deer Springs
36 and KLAIM all committed to installing conduits solely for Utopia’s use.

1 Mr. Shadle added the Utopia/UIA contract also required the Town to establish a reserve fund
2 consisting of one year's worth of payments. Two developers in the Town already committed to
3 fund the reserve on the Town's behalf.

4 In conclusion, Council Member Shadle expressed that internet needed to be considered as an
5 essential utility in today's world. Any future expansion in the Town would be funded by UIA at
6 no cost to the Town, e.g. Golden Eagle. Further, the Town was required to pledge certain tax
7 revenues to back up this reserve fund. Any payments after depletion of the reserve fund would
8 have to come from sales and franchise taxes. Finally, Mr. Shadle noted the Town was in no way
9 obligated to pay any of UIA's debt or unrelated projects in other towns. He felt the projected 164
10 number of Town users was very doable, and expressed it was a win-win for the Town and its
11 residents.

12 On a final note, Mr. Shadle detailed what comprised the \$93 monthly fee, based on two
13 components: infrastructure costs, approximately \$42.00 and the ISP cost which would depend
14 (based on whether megabits or gigabits, set by the provider) but it averaged approximately
15 \$45.00.

16
17 Jerry Dwinell asserted the Committee had been working with Utopia for a little over a year and a
18 half and the agreement today was much better than it was when first starting negotiations with
19 Utopia. He added the Town had made significant progress, and Utopia had been very
20 cooperative. Mr. Shadle Utopia firmly believed that once their product was imbedded in this
21 town, every other place surrounding the town would be part of Utopia.

22 Mr. Dwinell explained another highlight added to the agreement was the decreased infrastructure
23 cost to subscribers as the number of subscribers grew. It was estimated that the early cost to
24 Hideout's subscribers would be \$42 to meet Hideout's annual loan payment obligation, as
25 opposed to the \$32 Utopia charged its other larger customers, but that charge would decrease
26 once the subscriber base grew over 164 users. Mr. Dwinell added the Committee projected the
27 cost would already be at the \$30 per month level before the two-year period runs, essentially half
28 of All West's cost.

29
30 Council discussion followed. Council Member Johanssen felt less than 5% of the total population
31 would opt for the 1gigabits option. Jerry Dwinell responded the majority survey respondents
32 chose the 1 gigabit speed.

33 Roger Timmerman, Utopia's Executive Director reported Utopia was signing on and installing
34 approximately 500 new homes every month. Of those, approximately 50% opted for the gigabit,
35 and 50% for the 250 mb. Council Member Baier asked what the price breakdown was for
36 infrastructure. Timmerman replied that the eventual rate would be \$65 per month for 250
37 megabits service. He explained there was a \$12 premium the Town residents would incur due to
38 the Town's two-year obligation on the funding. Council Member Shadle commented that All

1 West was currently charging \$129.85 for 500 megabits. Timmerman stated Utopia did not have a
2 500megabit option; they offered 250 megabits or 1gigabit. \$65 per month for 250 megabits and
3 \$78 for 1gigabit. He added these were the fees they expected later after the initial phase, once the
4 subscriber total reaches 200. Council Member Shadle stated the current fee would be about \$109
5 for 250 megabits.

6
7 Council Member Baier expressed her thanks to Council Member Shadle and Jerry Dwinell for
8 their work on the Committee and their negotiations for a better contract with Utopia. She stated
9 the Town needed high-speed internet. Further, All West was currently in the process of installing
10 infrastructure at its own expense, which did not require an obligation from the Town, thanks to
11 the Internet Committee. All West's presence would bring competition to the Town. She felt
12 Utopia was a fantastic product and had heard some very positive comments. However, she was
13 concerned with obligating the Town for 25 years, when there was currently an alternative.
14 Discussion followed concerning the reach of the All West installation versus Utopia, using a
15 projected map. All areas that were not already in phase 1, were planned to be included in
16 subsequent phases, including all expanded, annexed areas, at no cost to the Town. Mayor Rubin
17 clarified that All West did not have access to Overlook, because of the HOA's management that
18 currently prohibited any service other than Utah Broadband. Council Member Baier reiterated
19 her concern regarding the 25-year obligation to the Town; additionally, she wanted to see MIDA
20 separated out from this and consider this deal on its own merit.

21 Timmerman was asked to outline the markets in which Utopia competed directly with All West.
22 He replied that currently Utopia didn't directly compete with All West, but rather with ComCast,
23 CenturyLink, and Frontier. Every other market had been more competitive than Hideout; there
24 were better options than All West for less money, and they were better rated. All West's Google
25 rating was 2.3 stars, while Utopia earned 5.5 stars; it was the highest rated broadband in the state.

26
27 Council Member Shadle offered a response to Council Member Baier's MIDA issue. The current
28 Utopia contract did not specifically discuss MIDA. However, it covered two main backstops: 1)
29 the reserve fund of \$82,500; and 2) the Town's tax revenue. He concluded the Town would have
30 to have no subscribers before affecting the tax revenue. It was not the Town giving, but rather
31 lending Utopia money until the number of subscribers attain a certain level. At that point, Utopia
32 would pay the Town back with interest. Jerry Dwinell added the agreement allowed the tax
33 revenue backstop with a third party, if one should exist, so if MIDA did go forward, the Town
34 could eliminate the tax backstop and go with something else, however the Committee felt neither
35 one would be necessary. Mr. Dwinell noted there was no contract with All West, so if residents
36 signed up with them, they would not be locked in for any period. He opined it was highly likely
37 All West subscribers would switch to Utopia once it came to Town.

38
39 Council Member Johansson was concerned the Town could potentially be perceived as actively
40 promoting one company over the other. Mr. Timmerman replied that the fiber infrastructure was

1 the property of Utopia and its partnership with the Town, however anyone, including All West,
2 could use it. It would not harm All West.

3
4 Council Member Baier again reiterated her concern regarding the 25-year commitment and
5 whether the infrastructure would be obsolete when 5g became the standard. Council Member
6 Shadle responded the 5g provider would run on the Town's existing fiber. Those providers
7 would have to come before the Town and pay to use the fiber. Jerry Dwinell added 5g had to be
8 close to fiber in order to run effectively. Roger Timmerman noted the proposed contract with the
9 Town provided that any revenue to the Town from a 5g tower would apply toward the overall
10 Town obligation. The 5g system could not provide home service because it did not have the
11 capacity. Mr. Dwinell noted the Committee reached out to Verizon and ATT regarding 5g
12 service; neither responded.

13
14 Discussion resumed regarding Baier's concern with the 25-year commitment. Mr. Dwinell
15 clarified that the Town was not paying against the backstop; rather it was a loan to UIA that
16 would be paid back with interest. Consequently, within that 25-year period, it was highly
17 unlikely the number of subscribers would number below the 164-user threshold. At some point,
18 the number would rise above the threshold and any monies that may have been loaned to UIA
19 would be repaid with interest. Therefore, the Town would not be losing any money.

20
21 Mayor Rubin asked why the Town would still be obligated for the remaining 25-year
22 commitment, if the original obligation had been satisfied well before that end date. Mr. Dwinell
23 responded that Utopia was funding expansion within the Town, so they would be investing
24 money back into the Town and expanding the subscriber base as well to the Town's benefit. This
25 would be all without any additional cost to the Town.

26
27 Mayor Rubin asked whether Council Member Wahl had any comments to add. Mr. Wahl was
28 concerned with the claim Utopia would be covering the entire Town; no one has guaranteed that,
29 and he did not understand how the entire population of a Town would be covered for 25 years
30 and not all could enjoy the benefits of this product. Also, he stated the HOA seemed to already
31 have a control on the providers and what those within the HOA could use. Further, he didn't
32 know whether it was necessary to have 1 gig of internet, if only being used to stream movies and
33 email. He felt he didn't have enough information and it did not make any sense. Mayor Rubin
34 clarified the only place in Hideout that had the all-inclusive service was Overlook. The Utopia
35 offer was proposed to cover a lot more of the Town than All West.

36
37 Further discussion ensued regarding service to the residents. Mayor Rubin commented Western
38 States, KLAIM and GCD were all intending to use the Utopia infrastructure if the Town were to
39 move ahead on the agreement. Mr. Dwinell also commented the projected doors within the Town
40 over the next three years was 586, and of that, the Town only needed 164 to meet the threshold.

1 Council Member Shadle added all the new doors would be conduited with Utopia. He added he
2 would never have recommended this if he thought there was any chance the Town would be
3 obligated to supply some of the backstop.

4
5 At 8:00 p.m., Mayor Rubin opened the discussion for public comments.

6
7 Loren Major asked for information concerning how long Utopia had been around, what
8 percentage of the market they held, and their profitability. Mr. Timmerman responded the
9 company had been in business since 2002 and was in partnership with several cities. UIA was
10 created in 2009. It had completed approximately \$140 million in project financing, all of which
11 was successful. Utopia was connecting approximately 500 customers per month. Timmerman
12 added the company had partnered with 14 cities, the largest of which was West Valley City and
13 the smallest Woodland Hills, which he felt was comparable to Hideout. Ms. Major inquired how
14 the infrastructure was installed. Mr. Timmerman stated Utopia did directional horizontal drilling
15 on easements for the most part, with a few exceptions. Utopia had 12 ISP's contracted with
16 them, allowing a subscriber a choice of ISP's on the website to choose from. Ms. Major agreed
17 with Council Member Baier regarding the 25-year commitment; she would be more comfortable
18 with 10 years due to technology changing.

19
20 Aaron Campbell stated he was not a resident. He stated his father was on the Orem City Council
21 in 2002 and was the only dissenting vote when Utopia came into Orem. Mr. Campbell recounted
22 the history of Utopia in Orem. He stated this was a far better deal than Orem's and he was
23 supportive. Discussion ensued regarding the former Utopia and the new Utopia. Mayor Rubin
24 recounted the efforts he and staff undertook to confirm how others regarded Utopia. All the
25 communities they spoke with were very positive.

26
27 Bill Bartlett expressed if he had the opportunity to vote on this issue, he would have a lot more
28 questions than had been asked this evening. He felt the discussion regarding 1 gig versus 250
29 megabits was miniscule compared to other issues to address, such as phone, television, etc. He
30 understood Utopia provided the infrastructure only, then it was up to the subscribers to choose
31 phone, tv, internet providers. All West was being held accountable for all those things, good or
32 bad. Mr. Timmerman explained there were three separate television offerings from different
33 providers, at least five or six others had phone services. He stated Utopia focused more on
34 internet than the others, since it was the driving factor, however the subscribers would have
35 choices on phone and TV. Mr. Bartlett was concerned the Committee was using year old
36 information for their analysis. Council Member Shadle commented that internet would be
37 driving all usage, whether TV, phone, internet; and their analysis was prepared from that
38 perspective, otherwise, it would have been necessary to prepare a large matrix for comparison.

39
40 Jeff Wetsell, who resides in Rustler, asked whether anyone had considered access to the boxes in

1 winter. Mr. Timmerman said they could access the boxes during winter, however there was a
2 possibility of some gaps during the worst of the winter when individuals may be unable to sign
3 up. Mr. Wetsell commented that the crews doing the All West work were doing a horrible job,
4 recounting how the crew poured cement during a rainstorm, causing the cement to go down the
5 sewage drain. Further, the crew was leaving trash and debris. Mayor Rubin stated he had a
6 shutdown meeting with All West this morning and they agreed to improve. He noted they were
7 trying to keep on them, and he thanked Mr. Wetsell for bringing this issue to the Council's
8 attention.

9
10 Dave Gorrel, a new lot owner of Glistening Ridge, cautioned that comparing All West to Utopia
11 was comparing apples to oranges, since All West was a provider and it would be like dealing
12 with ComCast. Mr. Gorrel stated he had been through many providers for TV and internet, none
13 of which he was a fan. However, he has had one internet service, Xmission for over 25 years,
14 and he was very pleased with it. The fact that Utopia had Xmission as one of its providers
15 pleased him.

16
17 At 8:30 p.m., Mayor Rubin opened the discussion to those attending via telephone.

18
19 Don Bloomenthal, owner at Soaring Hawk, stated he too had many services over the years and
20 he was supportive of the Utopia proposal. He also expressed his thanks to the Internet Committee
21 for their hard work. Mr. Bloomenthal asked when Soaring Hawk would be installed. Council
22 Member Shadle responded the developers were excited with providing this connectivity. Soaring
23 Hawk, on the other hand, was not a facilitator, and not enough end users at this time to overcome
24 that. There was a long road up to Soaring Hawk. It was fully expected Utopia would be fully
25 installed in Phase 2. Mr. Shadle suggested Mr. Bloomenthal speak with his developer to
26 convince them that the economic benefits of high-speed internet would make their developments
27 much more attractive.

28
29 Joan Mosch, a soon-to-be Soaring Hawk resident, commented she appreciated anything that
30 could be done to expediting Soaring Hawk to Phase 1. Council Member Shadle stated there may
31 be a way to bring the infrastructure through the back end of KLAIM; he said they would look
32 into it.

33 With no further comments, Mayor Rubin closed the public hearing at 8:35 p.m. The Mayor
34 briefly explained there was a proposed resolution authorizing him to execute with the UIA team,
35 with the input of the Committee and what had been heard this evening, to get the contract ready
36 to go and to give Utopia the sense that the Town was ready to proceed.

37
38 *Council Member Shadle moved for a resolution authorizing the Mayor of the Town to execute a*
39 *fiber communications service contract with the Utah Infrastructure Agency. With no second, the*
40 *motion failed.*

1 Council Member Baier asked to continue this issue to the next meeting (August 22) to have a
2 closer look at the contract. Council Member Wahl noted he had questions on the issue as well.

3 Mayor Rubin continued the matter to the special meeting on August 22nd.
4

5 **9. DISCUSSION and possible approval of an Ordinance defining the requirements for**
6 **recovery of Delinquent Property Taxes – Kurt Shadle & Town Attorney**
7

8 Mayor Rubin announced this agenda item would be tabled to the next meeting.

9 **10. DISCUSSION and possible approval of an Ordinance amending Sections 6.8 and 7.5**
10 **of the Town Code regulating snow removal and ice control. – Jerry Dwinell or**
11 **representative**
12

13 Mayor Rubin announced this Ordinance would amend the Town Code concerning snow removal.
14 State law provided, and the Town would enforce, that snow on a resident’s driveway must
15 remain on the resident’s property. This would not affect HOA serviced communities, but as to
16 individual lot owners, snow could not be thrown on the street. Further, the Town had a public
17 safety responsibility to clear the roads, and residents depositing their snow on the roads would
18 make it more difficult to accomplish. He stated the Planning Commission worked on this
19 Ordinance and sent it to Council for review. Mayor Rubin then read the key language of the
20 proposed Code, “It is the duty of all private property owners and homeowner associations to
21 make arrangements for the storage of snow, which has accumulated on such property or
22 properties owned or under their control.”
23

24 Council Member Baier asked for clarification regarding §7.5.3 and the cited 8-hour period after
25 the snow ended and with snow accumulation of 4 inches or more. She wanted to know whether it
26 was consistent throughout the Ordinance. Mayor Rubin confirmed it was. She also asked
27 whether it was a reasonable time period. Mr. Rubin acknowledged there may be occasions when
28 the time period may be exceeded, for example if there was an eighteen-inch snow dump.
29

30 Regarding §7.5.17 Penalties: Ms. Baier asked if the Town would offer a warning first before
31 imposing a \$200 fine. Mayor Rubin deferred to the Planning Commission. Mr. Dwinell stated
32 the ordinance offered room for discretion concerning enforcement and whether to impose a
33 warning or a fine; the Commission didn’t want to handcuff the enforcement agency if there was
34 discretion to be offered. Mayor Rubin added that to date, that decision had fallen upon the
35 Mayor.
36

37 Council Member Baier asked who would be marking the fire hydrants. Mayor Rubin responded
38 it was up to the Town to mark the fire hydrants and curbs. Baier commented §7.5.12 provided
39 the private property owner was responsible for the marking. Mr. Dwinell clarified that provision

1 applied to those on private roads.

2

3 *Council Member Baier moved to adopt the Ordinance amending Sections 6.8 and 7.5 of the*
4 *Town Code regulating snow removal and ice control with the language concerning the 8-hour*
5 *time period following snowfall be cleaned up. Council Member Johansson made the second.*
6 *Voting Aye: Council Members Baier, Johansson, Shadle and Wahl. The motion carried.*

7

8 Following the vote, the Council expressed appreciation to the Planning Commission, particularly
9 Vytas Rupinskas for their hard work on this ordinance.

10

11 **11. APPROVAL - July bills to be approved for payment – Jan McCosh**

12

13 Mayor Rubin projected the chart of bills to be paid, commenting that the biggest cost this month
14 was for engineering expenses, primarily driven by the work on the GIS system. The Mayor
15 added he may be able to move some of this expense to the Enterprise Fund, based on discussions
16 with Jan McCosh, Town Administrator and Wes Bingham, Town Treasurer. Ms. McCosh
17 affirmed this expense would hit the 2019 budget. Mayor Rubin explained the public portion of
18 the GIS system would benefit the Town residents, allowing them to view color-coded lots and
19 developments.

20

21 Mayor Rubin thanked Ms. McCosh for starting the process of separating out the pass-through
22 expenses.

23

24 In response to a question posed by Council Member Shadle concerning the Express Bill Pay
25 expense in the amount of \$1,614.49, Ms. McCosh explained it was a one-time expense for
26 software installation and training, and it hadn't been decided how to allocate that expense at this
27 time. Mayor Rubin added the plan would be to charge a small fee for the use of the system;
28 additionally, it was hoped the system would facilitate residents paying bills on time.

29

30 *Council Member Johansson moved to approve payment of the July bills. Council Member Baier*
31 *made the second. Voting Aye: Council Members Baier, Johansson, Shadle and Wahl. The motion*
32 *carried.*

33

34 **12. DISCUSSION ITEM - MIDA update – Mayor & Town Attorney**

35

36 Mayor Rubin reported he and Town Attorney Dan Dansie met with MIDA approximately one
37 week prior and went through all the upgrades, and reviewed feedback from all the teams. MIDA
38 was pretty much in agreement with everything presented. MIDA sent a new draft agreement that
39 the Mayor would send to the Planning Commission in advance of the scheduled August 15
40 meeting.

1
2 The Mayor pointed out the one item consistent among all comments was that the Mayor and the
3 Town Council would participate in discussions with MIDA, rather than the Mayor as the sole
4 representative. Accordingly, the Mayor, working with Dan Dansie, announced that language
5 would be included in the resolution to approve, and will state the Mayor could not act without
6 the support and consent of the Town Council. A short discussion ensued concerning whether to
7 insert the language in a resolution or in the agreement. Mayor Rubin indicated inserting the
8 language in the resolution would sufficiently address the issue. The Mayor added MIDA engaged
9 a new attorney, with whose firm Mr. Dansie is familiar.

10
11 **13. PRESENTATION – POST Team status update – Chris Baier**

12
13 Council Member Baier thanked the members of the committee. She announced they completed
14 an early draft of the master plan that will be going before the Planning Commission on August
15 15. She reported the Committee identified some key objectives, compiled maps, identified
16 certain developers' promises that still need to be delivered, and identified future opportunities
17 regarding how to gain open space for public trails.

18
19 Ms. Baier commended Council Member Johansson, a trail builder, and asked him to explain
20 what he had been working on. Mr. Johansson shared he had been working on two trails at Deer
21 Springs, and he hoped to obtain State Park approval for a trail crossing into State Park land to
22 connect to other trails. He met with the State Park officials approximately a week ago to discuss
23 the crossing. Mr. Johansson added there would also be a hiking trail in Deer Springs. Further, he
24 had been working with GCD on Shoreline Phase 1, which had a hiking trail he was working on
25 as well. He also noted a possible trail to follow a golf cart path that would be cleaned up, and he
26 would be installing a trail in Deer Waters in the next few days.

27
28 Council Member Baier affirmed the POST team Master Plan would include funding strategies.

29
30 Ms. Baier reiterated the committee met with the State Park and obtained approval from the Park
31 Manager to add a section to Waterway which would complete the figure 8's the committee
32 already built, and added it was anticipated to be completed in approximately 1-2 years due to
33 approval processes.

34
35 Mayor Rubin mentioned he and Ms. Baier had been discussing how to make the crossing into the
36 park more accessible to Hideout residents instead of having to go to the Lost Creek entrance..
37 They were hoping to negotiate something with the Park to allow Hideout to connect its trail
38 system and to derive some much-needed revenue to the State Park system, possibly through a
39 small fee to the users.

1 **14. DISCUSSION - Golf Course complaints - next steps – Mayor**

2
3 Mayor Rubin recounted the letter discussed in the last meeting was sent to the golf course
4 ownership, and a lukewarm response was received back. Charged with taking the next step, the
5 Mayor had the Department of Environmental Quality (“DEQ”) come see the storage and
6 maintenance area. DEQ was quite unhappy with the area and were consequently drafting a letter
7 to the golf course. They did not have time during that visit to view the pond area, but they were
8 scheduled to come back in the next week and provide feedback on that.

9
10 Council Member Shadle felt the Town should be hyper-aggressive on the issue and enforce the
11 ordinances governing this.

12
13 Mr. Dansie discussed three options the Town Code provided: 1) turn the matter over to Wasatch
14 County for a criminal violation; 2) pursue an abatement injunction which would be obtained
15 through the court; or 3) pro-active remediation, meaning take remedial action and forward the
16 cost to the landowner. All three of these options could directly or potentially lead to litigation.
17 If the Town chose to proceed with option 1, the County Attorney would have the discretion to
18 prosecute.

19
20 Mayor Rubin suggested asking the Town Engineer to find out why the pond would not fill and to
21 understand the cost to fix it. The Mayor felt the golf course would allow access to do this.
22 Council Member Shadle felt it was the golf course’s problem to fix; he didn’t want to spend
23 Town money by doing the obvious. The Town needed to enforce its own laws.

24
25 Council Member Baier felt the pond issue needed to be addressed for the residents, and if the
26 Mayor’s proposal to assess what needed to be done helped solve the problem, it was a worthy
27 step and may help spur them into action. Mr. Shadle wondered why the Town wasn’t fining the
28 golf course now, as they were clearly violating the Code.

29
30 Jim Wetzell informed the Council regarding a safety hazard he felt may force the golf course’s
31 hand. Mr. Wetzell discovered an electrical cord running to a pump station. The cord was laying
32 in the road and vehicles were driving over it every day which could cause a serious safety issue.
33 If the Town were to inform the golf course owners they needed to remove their cord, it may
34 cause them to fix the problem, since they wouldn’t be getting water to the pond.

35
36 Council Member Wahl didn’t believe the cord provided power to the pump. He didn’t know how
37 to proceed on the issue. He thought a temporary fix would be to fill the pond with fire hydrant
38 water. Council Member Shadle anticipated the golf course would then lay blame on the Town if
39 something didn’t work with that solution. Mr. Wahl understood from his experience during the
40 development that the pond was intended to be both a water feature and retention pond. Fresh

1 water was supposed to be pumped in from the well.

2

3 Mayor Rubin stated he would reach out to the County to see if it had any interest in pursuing
4 this; he further stated he would address the electrical cord in the road, and he would seek a face-
5 to-face meeting with the golf course to address the issue.

6

7 Mr. Dwinell asked why they weren't currently being fined. Mr. Dansie responded the letter sent
8 to the golf course advised fines were accruing.

9

10 Mr. Dansie affirmed Town Code §4.02.116 provided for the recovery of court costs.

11

12 **15. PUBLIC INPUT – Floor Opened 9:35 PM**

13

14 Aaron Campbell presented on his service, Spoil to Soil, a local non-profit curbside composting
15 service located in Peoa. Their company received several requests from Hideout residents for the
16 service. He also shared the company would pick up recyclable glass. The current rates were \$17
17 per month for food waste and an additional \$15 per month for glass. The company could also
18 provide extra services, e.g. community gardens, education, weed control, mulch. Council
19 Member Johansson felt it was a great idea. Mr. Campbell stated his company was amenable to
20 any ideas, including installing bins in specified locations for resident drop-off.

21

22 At 9:45 p.m., Mayor Rubin closed the meeting to public input.

23

24 **ADJOURNMENT TO EXECUTIVE SESSION Closed Executive Session**

25

26 *Council Member Baier moved to enter an executive session to discuss legal matters. Council*
27 *Member Johansson made the second. Voting Aye: Council Members Baier, Johansson, Shadle*
28 *and Wahl. Voting Nay: None. The motion carried.*

29

30 **CLOSED EXECUTIVE SESSION –Threatened Legal Actions**

31

32 At 9:50 p.m., the Council entered executive session. At 10:12 p.m., executive session adjourned.

33 The meeting adjourned at 10:12 p.m.

34

35

36

37

Nancy Hooten, Administrative Assistant

Item Attachment Documents:

4. August 22, 2019 Draft Meeting Minutes

HIDEOUT, UTAH
10860 N. Hideout Trail
Hideout, UT 84036
TOWN COUNCIL MEETING
August 22, 2019
6:00 PM

TOWN COUNCIL SPECIAL MEETING

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Rubin called to order the meeting of the Town Council of the Town of Hideout at approximately 6:02 p.m. on August 22, 2019 at 10860 N. Hideout Trail, Hideout, Utah, and led the Pledge of Allegiance.

2. ROLL CALL

Town Council Members Present:

Mayor Philip Rubin
Council Member Chris Baier
Council Member Kurt Shadle
Council Member Hanz Johansson
Council Member Jim Wahl (by telephone)

Excused: Council Member Dean Heavrin

Staff Present: Town Administrator Jan McCosh
Town Attorney Dan Dansie (by telephone)
Deputy Town Clerk Allison Lutes

Others Present:

T. Matyszozyk, Susan Becker, Emily Means, Will Pratt, Mike Kosakowski, Rebecca Ward, Mary Mouthaan, Heather Ruse, Carol Haselton Bill Coleman, Paula Verstegen, Paul Verstegen, Bill Bartlett, Eric Bloomquist, Vytas Rupinkas, Trent Davis, Richard Catten, Bruce Woelfle, Bruce Erickson, John Hunter, Christopher F. Robinson, and others who did not sign in or whose names were illegible.

3. APPROVAL OF COUNCIL MINUTES – March 19, 2019, May 9, 2019, May 23, 2019, and July 11, 2019

Council Member Johansson moved to approve the March 19, 2019 Minutes. Council Member Shadle made the second. Voting Aye: Council Members Baier, Shadle, Johansson and Wahl. Voting Nay: None. The motion carried.

1 Council Member Johansson commented he was not present for either the May 9 or May 23
2 meetings and would not be voting on those minutes

3
4 *Council Member Shadle moved to approve the May 9, 2019 Minutes. Council Member Baier*
5 *made the second. Voting Aye: Council Members Baier, Shadle, and Wahl. Voting Nay: None.*
6 *Council Member Johansson abstained. The motion carried.*

7
8 *Council Member Shadle moved to approve the May 23, 2019 Minutes. Council Member Baier*
9 *made the second. Voting Aye: Council Members Baier, Shadle, and Wahl. Voting Nay: None.*
10 *Council Member Johansson abstained. The motion carried.*

11
12 *Council Member Shadle moved to approve the July 11, 2019 Minutes. Council Member*
13 *Johansson made the second. Voting Aye: Council Members Baier, Shadle, Johansson and Wahl.*
14 *Voting Nay: None. The motion carried.*

15
16 **4. STATEMENT BY THE MAYOR REGARDING PUBLIC AFFAIRS**

17
18 Mayor Rubin announced Rocky Mountain Power (“RMP”) recently released a Wildfire
19 Protection Plan and scheduled a public safety preparedness session on August 27 in Heber. This
20 information is posted on the Town website. Residents should have also received letters notifying
21 them of same. The August 27 meeting was intended to raise public awareness of new RMP
22 procedures, largely in response to last year’s California wildfires, which were determined to have
23 been caused by downed power lines. As a proactive measure, RMP now planned to cut power
24 depending on fire risk, even if the area is not burning, due to the level of potential threat. An
25 RMP app that will text residents concerning any power shutdowns for public safety will be
26 available for download.

27
28 Council Member Shadle commented that under the Mayor’s leadership, the Town had spent
29 much time and had made significant progress on fire safety and ensuring the residents’ safety,
30 from meeting with developers regarding ingress and egress, to working with the Planning
31 Commission and adopting fire safety standards, and engaging the Wasatch County Fire
32 Commissioner to review all plan submissions.

33
34 Mayor Rubin noted “no open fires or fireworks” signs were recently posted around the Town.

35
36 **5. WORKING SESSION – MIDA Financials Analysis**

37
38 Mayor Rubin introduced Susie Becker and Heather Kruse of Zions Finance, along with Richard
39 Cattan, representing MIDA, who were present at the Council’s request, to take a deeper look into
40 understanding the financial details of the MIDA proposal.

41
42 The Mayor presented a PowerPoint slide show to provide background on MIDA, its creation,
43 purpose and projects. He referred to a map depicting the proposed project area near Hideout. The
44 project area was expected to include mostly privately-owned land to develop a four-season,
45 world class resort experience. Additionally, the project would include single family dwellings,
46 townhomes and condominiums around the Jordanelle area. Further, the project area could expand

1 to non-military land, provided it was deemed to further the goals of the project. The Mayor noted
2 the purple and orange areas on the map were referred to as Parts 1 and 2; he was unsure as to the
3 status of Part 3. If the MIDA agreement was approved, Part 4 would include Hideout's
4 participation.

5
6 Mayor Rubin explained MIDA funding would be based on county and city property and sales
7 taxes funding the Development (75%) and Municipal Services Funds (25%) as below:

8
9 Development Fund: MIDA would take 10% for overhead and administrative fees from
10 the total; the remaining 90% would be allocate to the landowner and Hideout, of which
11 the landowner would be receive 30% for infrastructure, and Hideout would split 50/50 of
12 the remaining 70% with MIDA. Referring to the slide including an allocation to
13 Hideout/Utopia Mayor Rubin explained that at one point it was discussed Hideout's
14 portion could be used to backstop the Utopia project if it was decided to go that way,
15 however, it appeared the Town may not have to use those funds for that purpose should
16 the decision be made to proceed with Utopia.

17
18 Municipal Services Fund: MIDA would also take 10% for overhead and administrative
19 fees and the remaining 90% would flow directly to municipal services within the project
20 area.

21
22 The Mayor clarified that the 75% tax revenue figure would be based a property tax increment,
23 meaning the additional property tax collected from any new development after the date of entry
24 into the MIDA agreement. The taxes the County and Town were receiving prior to signing the
25 agreement would remain, but any new development associated with these new facilities proposed
26 by MIDA would reflect the property tax increment. The assumptions to be reviewed this
27 evening were based on a 2019 contract start. It was indicated the resort and point of sale revenue
28 was not a part of this evening's analysis since the resort had not yet been built.

29
30 Richard Catten, MIDA's attorney, clarified MIDA's portion of the funds must be spent on
31 amenities inside the project area, for instance roads and trails, however a decision had not yet
32 been made on the specifics of the targeted amenities and locations; those decisions were made by
33 the MIDA Board. He added that Hideout's 50% would also be allocated to similar projects:
34 public infrastructure supportive of the MIDA goal, e.g. public trails and parks.

35
36 Mayor Rubin continued, explaining the 25-year financial impact on Hideout, using Ms. Becker's
37 assumptions. If not in MIDA, the Town's General Fund would see approximately \$6.5 million
38 based on property tax, energy tax and B and C road funds. With MIDA, the General Fund
39 numbers would drop. With MIDA, the Town would have the Development and Municipal
40 Services funds as well as the General Fund. The General Fund numbers would decrease,
41 but the Town would gain approximately \$21 million over 25 years, after the 50/50 Development
42 Fund split with MIDA. The overall net/net impact analysis indicated the Town would come out
43 ahead by approximately \$14 million.

44
45 The projects contemplated within the project area would be Deer Springs, Deer Water and
46 Vanden Aker, consisting of approximately 462 units. It was indicated Vanden Aker was

1 overstated, but the final total, when including roughly 88 KLAIM units, would be approximately
2 462.

3
4 Council Member Shadle commented the developer under this scenario would derive a significant
5 amount of taxpayer revenue, and he felt those numbers should be included in the impact analysis.
6 He noted all the current Town development projects had been previously designed and approved
7 without any MIDA funding component, whereby each developer estimated all their infrastructure
8 costs including their profit, included as a component of the pricing on the sale of their land and
9 lots. He felt the developers were already deriving a profit, and to then allocate 50% of the
10 Development Fund to these developers, it would be a windfall. Mr. Shadle felt the Town should
11 enter into agreements with the developers to address the allocation and use of the funds.

12
13 Ms. Becker stated she was present as an independent third-party consultant not associated with
14 MIDA. Using detailed Excel spreadsheets, she presented a comprehensive review of the various
15 assumptions upon which the 25-year impact analysis was based. *(Clerk's note: copies of the*
16 *Excel spreadsheets are available for review in the Town's administrative offices.)*

17
18 It was indicated that due to the MIDA Development Fund monies, it was possible developers
19 would be incentivized to build more quickly, with a potential for more rapid development within
20 the project area.

21
22 Ms. Becker walked through property tax revenue assumptions provided by the developer
23 concerning number of units, which would drive the final numbers, because the number of units x
24 unit price = value; value x tax rate = property tax revenue, the main revenue source. The
25 developer assumptions also included an estimate of how many units would be primary vs.
26 secondary homes, since tax rates differ, as well as the market value of the dwellings.

27
28 Next, Ms. Becker discussed in more detail the Development and Municipal Services Funds and
29 how they were funded and distributed by year. She also highlighted the Town's General Fund,
30 and what additional revenue would flow to that via sales tax, distributed in Utah both on
31 population and point of sale, approximately \$100 per person per year in Hideout. Further, public
32 paved roads derive additional revenue based on per capita (\$28.04) and weighted road mile
33 distribution (nearly \$695).

34
35 Discussion followed concerning the Utopia agreement (should it pass) and whether MIDA funds
36 would be designated as a backstop if there was a shortfall. Dan Dansie clarified it was only
37 discussed as an option to include with the MIDA agreement, and at the end of the day, it was the
38 Town's money to use as it determined within the parameters of the MIDA agreement and statute.
39 Mr. Dansie stated the current draft of the proposed agreement gave a fair amount of discretion to
40 the Town as to how the funds were to be used long as it would benefit the project area.

41
42 Council Member Baier wanted to understand the specifics regarding how the funds allocated to
43 Hideout via MIDA could be used. Mayor Rubin commented everything the Town wanted in
44 connection with parks, trails and other amenities in support of the General Plan were also things
45 contemplated by the project area to support recreation. Council Member Baier wanted to learn

1 whether the funds were limited to certain projects, e.g. Deer Springs, Deer Water, Vanden Aker
2 or KLAIM, and what were the constraints, if any; she wanted to discuss further on another date.

3
4 Mayor Rubin thanked Ms. Becker for her presentation. He commented the MIDA funds could be
5 used for maintenance facilities for parks and trails. He also pointed out that if the Town chose to
6 go forward with financing for certain projects, the MIDA funds could provide a backstop thereby
7 reducing the risk to lenders.

8
9 **6. CONTINUATION OF PUBLIC HEARING – Consideration by the Town Council**
10 **to approve a resolution allowing the Mayor to sign the MIDA inter-local agreement**
11 **as proposed by the Planning Commission**

12
13 Mayor Rubin announced the Planning Commission was still working on the MIDA agreement
14 with Dan Dansie, and the public hearing was continued to August 27. Accordingly, he
15 recommended the Council’s public hearing on this matter be continued to September 5, provided
16 the Planning Commission recommended approval following the August 27 meeting. Mayor
17 Rubin noted he would arrange to have Ms. Becker present at the Planning Commission hearing,
18 as requested by Vytas Rupinkas.

19
20 *Council Member Johansson moved to continue the public hearing on the MIDA agreement to*
21 *September 5. Council Member Shadle made the second. Voting Aye: Council Members*
22 *Johansson, Baier, Shadle and Wahl. The motion carried.*

23
24 **7. CONTINUATION OF PUBLIC HEARING – Consideration by the Town Council**
25 **to approve the Annexation Policy Plan as proposed by the Planning Commission**

26
27 Mayor Rubin summarized progress on recent modifications to the Annexation Policy Plan (the
28 “Plan”) after the public hearings on the matter. The language of the Plan had not changed much;
29 the major change involved the map. He believed all comments received from various parties had
30 been incorporated into the Plan, and he commended the Planning Commission for its diligent
31 work on this project.

32
33 The Mayor reported a joint meeting was held on Monday, August 16 that was attended by some
34 council members and administrative staff from Summit County and Park City. Ron Phillips with
35 Jordanelle Special Service District was also in attendance. Due to scheduling conflicts, Wasatch
36 County was not represented, however a separate meeting would be scheduled with them later.

37
38 Mayor Rubin recounted that during the meeting, Hideout expressed its primary driver for the
39 Plan: the belief that it would be best for the Town to have a voice in what would come into the
40 space in the future, and its desire that the area look more like Hideout and less like the higher
41 density areas outside. Secondly, landowners, particularly those in Hideout’s outer extremities,
42 indicated they would be open to considering one single land use authority to help them move
43 forward with their plats, currently sitting in multiple jurisdictions, i.e. Summit, Wasatch and
44 Hideout. Therefore, at their behest, Hideout proposed the inclusion of some of those areas into
45 the annexation area to consider what they would bring to offer parks, trails, and other amenities
46 to help move Hideout closer to achieving its goals.

1 Council Member Shadle described another beneficial discussion during the joint meeting
2 concerned Hideout's participation in the planning process, both in Summit and Wasatch, on
3 issues such as transportation or traffic on SR 248. It was noted many of the issues affected all
4 and he felt the Town would start to be involved in discussions with Wasatch and Summit
5 counties.
6

7 Mayor Rubin noted the comments during the meeting did not differ from those already expressed
8 in writing and he felt everyone left feeling more comfortable that Hideout was not trying to be a
9 detriment to the County's vision for land development partnered with green space. He didn't
10 derive anything from that meeting that would suggest further modification to the Plan.
11

12 Concerning transportation, it was suggested during the joint meeting the Mayor write a letter to
13 the transportation oversight group for Park City, Wasatch and Summit to ask to be a part of it.
14

15 The Mayor explained that Town Attorney Dan Dansie's version of the Plan did not amend any of
16 the Plan language, but only captured all the comments received in the appendix. He noted it was
17 legally within the Council's authority to adopt that change without having to go back before the
18 Planning Commission.
19

20 Council Member Shadle felt it was important people understood the Plan was just a plan, for the
21 next 25 years, and would not happen without the input of the people in the surrounding areas. If
22 they were not supportive of it, it would not be done.
23

24 Mayor Rubin projected the revised map and explained the colored sections as follows: green:
25 the existing Hideout area; yellow: the proposed Amended Plan, of which approximately 85% is
26 within our current Annexation Plan; pink: Park City; purple: MIDA. The Mayor noted the
27 Richardson Flat area was in a prior version and was no longer in the Plan.
28

29 The Mayor commented the version of the Plan without Mr. Dansie's comments was on the Town
30 website, and if passed this evening, the version incorporating his comments would be posted. It
31 was noted a few parcels on the top and lower left and right sides of the map were within Summit
32 County. He felt the map should detail the existing Summit County line.
33

34 The Mayor then opened the discussion for any questions from the Council or Mr. Rupinkas of
35 the Planning Commission. Council Member Baier commended the Planning Commission and its
36 hard work on the Plan.
37

38 Mr. Rupinkas noted several people were very anxious about being included in the Plan, and
39 some asked to be removed from it, however they only represented 1 or 2 neighbors out of an
40 entire neighborhood. An entire neighborhood could not be removed on the request of only 1 or 2
41 neighbors. He emphasized the Plan projected over 15-20 years and did not necessarily indicate
42 Hideout would pursue annexation, it only suggested potential areas if Hideout were to consider
43 annexation.
44

45 With no further questions from the Council, Mayor Rubin opened the meeting for public
46 comments at 7:33 p.m.

1 Bruce Erickson, Park City Planning Director, expressed appreciation for all of the efforts. He
2 clarified the Richardson Flat area was operating Unit 1, which was the mine site reclamation
3 with the EPA. The other 500 acres of deed restricted property under the Flagstaff Development
4 Agreement were still included in the Annexation Policy area. Clark Ranch was now out, and they
5 appreciated that.

6
7 Christopher Robinson, Summit County Council stated he thought the Mayor declared the
8 comments had been considered in creating the new map, and that no new comments were given
9 during the joint meeting. However, he believed Summit County's government, its counsel and
10 Manager emphatically stated it did not want Summit County lands included in the annexation
11 area, and he wanted to know if those areas were still in the map and whether Hideout would
12 draw a map excluding those areas. Secondly, he wanted to better understand what the MIDA
13 agreement meant as to the existing Town area or if the MIDA project area would be expanded to
14 be included in the green existing Hideout Town area.

15
16 Mayor Rubin responded that Summit County's protestations concerning Summit County land
17 were clearly recognized. He explained the Town had also been contacted by landowners in those
18 areas who were willing to consider a potential participation with Hideout, and the Plan was
19 reflective of that. The Mayor added Hideout recognized it was not planning to take any land
20 owned and controlled by Summit County, and if there were areas as such, Hideout would modify
21 the Plan. However, third party lands located within Summit County would be included.

22
23 As to MIDA, Mayor Rubin explained there were three developments in the north corner of
24 Hideout that were being considered for inclusion in the project area because they tied into the tail
25 end of Jordanelle Parkway; estimating the area totaled approximately 20% of Hideout, all of
26 which was located within Town boundaries. In further response to Mr. Robinson, Dan Dansie
27 affirmed there was Summit County land included in the Plan. Secondly as to MIDA, pursuant to
28 State statute, only land that can be included within a MIDA project area would be land subject to
29 the consent of the applicable municipal body and the underlying landowner.

30
31 Mr. Rupinkas noted the Planning Commission asked he convey to the Council that if it were to
32 adopt the Plan, the Council would need to focus on a communication strategy regarding how the
33 Plan would be disseminated to the general public; the Planning Commission felt it was important
34 to provide the general public with the reasoning behind the Plan.

35
36 7:42, with no further comments, Mayor Rubin closed the public hearing.

37
38 Council Member Baier asked to see the Plan with Mr. Dansie's comments. Mr. Dansie
39 commented that while there was no state requirement that all comments be added, he felt it was
40 important to include the feedback in the document for a fuller explanation of the affected
41 entities' concerns. After review, Ms. Baier felt the comments further enhanced the Plan.

42
43 With no further comments, Mayor Rubin called for a vote after reading the text of the proposed
44 Resolution.

1 Council Member Shadle moved to adopt the Resolution Adopting a Revised Annexation Policy
2 Plan, subject to a change in the map to include the County boundaries on the map. Council
3 Member Johansson made the second. Voting Aye: Council Members Shadle, Baier, Johansson
4 and Wahl. The motion carried.

5
6 **8. DISCUSSION and possible authorization for the Mayor to approve the UIA**
7 **(Utopia) high speed internet service agreement – Internet Committee**
8

9 Council Member Shadle prepared a presentation as a continuation of the last public meeting on
10 Utopia. He summarized the project would be a financing with UIA for just under \$1.1 million to
11 connect high-speed fiber with speeds of either 250 mps or 1 gig at highly competitive prices. He
12 added this evening's continuation of the prior discussion was intended to further discuss the
13 economics, what the anticipated subscriber cost would be, and how to fund the project to
14 minimize risk to the Town.

15
16 Referring to a slide concerning subscriber projections, Mr. Shadle reviewed that the Internet
17 Committee considered both current and future developments to determine whether the demand
18 would meet the financing requirement of 160 subscribers over the next three years. Currently,
19 approximately 560 doors were projected in Hideout, all of which represented potential
20 subscribers. The Committee analyzed the various developments from current to future state to
21 determine near term and total build outs. Over the near term (approximately three years), the
22 Committee estimated approximately 441 doors. Further, the Committee projected that in three
23 years, Deer Springs, Deer Waters and Lake View (fka Vanden Aker) would all have Utopia-
24 installed conduit. Those developers were highly interested in high-speed internet for their buyers,
25 in fact they installed conduit within their infrastructure to be utilized for Utopia. Additionally,
26 those developers put up the reserve fund to backstop the financing for one year (\$82,000). The
27 Committee felt it was highly likely the vast majority of Shoreline, Deer Springs, Deer Waters
28 and Lake View residents would sign up with Utopia. Further, DCD (Shoreline), donated the land
29 for the fiber hut to house the mechanicals for Utopia.

30
31 Dan Dansie clarified the developers had not yet put up the reserve fund and the agreement
32 relating thereto had not been finalized. Council Member Shadle agreed, but affirmed the
33 developers for Deer Waters, Deer Springs, Lake View and KLAIM publicly stated during a
34 meeting they would fund the reserve and had shown their willingness to support the project by
35 installing conduit.

36
37 Next, Mr. Shadle compared All West and Utopia pricing. All West required a subscriber to add a
38 phone line, thus the data he was displaying for reference this evening show All West prices with
39 the up charge one would pay to opt out of a phone line. Based on his analysis, All West pricing
40 would be as follows: 50 mps: \$81.95; 100 mps: \$111.95; 500 mps: \$154.95; and slightly higher
41 than 1 gig: \$179.95. Council Member Baier felt it would be important to compare both with a
42 phone line. She added it was important for consumers to have competition. Mr. Shadle noted
43 both Utopia and All West could supply phone service and if interested, he could provide the
44 comparison with the phone line.

45
46 Mr. Shadle explained Utopia did not have the 50 mps or 100 mps options available, but at 250

1 mps, their pricing would be \$77.19 and five times as fast. 1 gig would be \$93.58. Further, Utopia
2 subscribers would not incur a connection fee and they could cancel at any time. All West was
3 currently offering a no connection fee special through August 23, after which they would charge
4 \$150 for the infrastructure and \$50 for the connection. It was indicated All West only required a
5 one-month subscription, after which there would be no long-term commitment. It was also noted
6 that Utah Broadband charged \$89 per month for 60 mps.
7

8 Continuing, Council Member Shadle shared an analysis of the projected annual subscriber
9 savings scenarios. It assumed 164 subscribers for 100 mips for All West, versus 250 mips for
10 Utopia. The estimated savings for Utopia subscribers totaled just under \$69,000. According to
11 Utopia, approximately 50% of their subscribers opted for 250 mips, while the other 50% chose 1
12 gig. If applying the same assumption to All West's subscribers; 50/50 split opting for either 100
13 mips or 1 gig, the cost for 164 subscribers would total nearly \$120,000 per year, which was
14 approximately what the Town received annually in property tax revenue.
15

16 Mr. Shadle felt Utopia would be a plus for the town. On average, Utopia subscribers would save
17 over \$700/year, and those numbers were projected to improve with growth: monthly charges
18 would decline from \$42 to \$30 per user. He strongly recommended engaging Utopia and added
19 the internet speeds were unrivaled in the area. In conclusion, Mr. Shadle advised it was the
20 Committee's belief that this financing structure, given the predominance of developer support,
21 and the cost structure provided by Utopia, most subscribers in the Town would select Utopia.
22

23 Discussion ensued wherein it was indicated All West was currently installing conduit at no cost
24 to the Town and would be signing up its first installations in September. Council Member Baier
25 commented All West was willing to bear the cost of installing the infrastructure and gambling on
26 the prospect of signing new subscribers in the Town. She thanked the Mayor and the Town
27 Engineer for helping make it cost effective for more people in Town to be offered the
28 opportunity to get fiber with All West.
29

30 Council Member Baier voiced concern that the Utopia agreement was potentially costing the
31 Town \$82,000 for two years and would obligate the Town for 25 years. It was possible the Town
32 may not reach the subscriber threshold provided in the agreement, and during its 25-year
33 obligation, technology could change, and the Town would still be obligated to Utopia. Ms. Baier
34 was also concerned with the project phasing concerning Soaring Hawk and she wanted to ensure
35 they would be part of Phase 1.
36

37 Council Member Shadle responded they could discuss the potential of running the conduit
38 through the backside of KLAIM and perhaps include them at some point soon.
39

40 Council Member Johansson agreed with Council Member Baier concerning the 25-year
41 commitment. However, he believed that given the risks, the benefits outweighed the risks by far,
42 and he felt the residents should be given the opportunity to obtain this product at a reduced price;
43 it would put Hideout on the map.
44

45 Council Member Wahl commented he couldn't understand, given how fast tech was changing,
46 the Town could enter into a 25-year commitment with a fiber optic company, and the risk

1 seemed too great. If Utopia could guarantee service for the whole Town, he would feel
2 differently. He felt a better deal could be made in a couple more years, and he thought this
3 proposal was premature.

4
5 Council Member Baier asked what it would take to bring Soaring Hawk into Phase 1. Utopia's
6 Roger Timmerman (Utopia) stated Utopia was confident it could be built, but they could not
7 commit today, because it would add a lot of cost for the few homes and could harm the
8 economics of the agreement. He didn't feel it was worth holding up the project to answer that
9 question because it could be a long-term process. He was unable to definitively answer the
10 question, because there was a lot of work to be done. He added the area was planned to be built,
11 however certain criteria would need to be met before proceeding. When pressed for a specific
12 number of homes that would need to be built before servicing Soaring Hawk, Timmerman stated
13 roughly 35 additional homes, plus or minus 10.

14
15 Bill Bartlett raised a discussion concerning the Google ratings and online comments concerning
16 All West. Dan Dansie asked that the meeting attendees focus on the merits of the Contract and
17 advised it was not helpful to discuss anecdotal reviews concerning All West's performance.

18
19 Council Member Baier felt the proposal would be more palatable to the community if all were
20 offered service.

21
22 No further comments from the Council were forthcoming.

23
24 Dan Dansie wanted the community to be aware that one of the advantages of a small town like
25 Hideout was the opportunity to be somewhat informal, however he advised that this evening's
26 presentation by Council Member Shadle was prepared as a service to the community and was not
27 necessarily an official position or statement of the Town toward various providers, nor was it an
28 official analysis. Further, when opinions or characterizations were expressed, they were the
29 opinions and characterizations of the individuals and not of the Town.

30
31 At 8:42 p.m., Mayor Rubin opened the hearing for public comments.

32
33 Paul Verstegen was excited to be getting fiber. He liked that All West was coming to area, but
34 their prices were terrible and not competitive. If All West was more realistic on pricing, he
35 would sign up. He believed signing up 164 subscribers within three years would be easily
36 achievable and felt the Mayor should press the whole Council. He commented a Committee was
37 formed, it researched and recommended the best. He wanted to go with Utopia and get it done.

38
39 Regarding Council Member Baier's question regarding what it would take to bring in Soaring
40 Hawk, Mr. Timmerman informed the Council they calculated an additional 46 subscribers would
41 be required, raising the reserve fund to \$105,684.

42
43 Eric Bloomquist – inquired regarding the timeline and migration for the infrastructure. Mr.
44 Timmerman responded the contract provided for 9 months upon execution. Winter work would
45 be possible, however Utopia preferred not to.

1 If the Council agreed to the Utopia proposal this evening, it would then go before Utopia's
2 Board, scheduled to meet on Monday, August 26.

3
4 Mr. Timmerman indicated the engineering for the Quinn's junction pull was completed, but the
5 actual construction would not start until Utopia confirmed the status of the proposed agreement.
6 He added Utopia had obtained UDOT's approval. Mr. Timmerman went on to recount the
7 various other uses for fiber: traffic sensors, camera, air quality sensors (1 or 2 will be installed in
8 the Town), smart city applications, thermal imaging. He commented the reason for bringing this
9 technology was not just for the internet, but it was for connectivity and for applications the Town
10 would need today and in the future.

11
12 Discussion with Mr. Timmerman continued regarding the potential for business subscriptions,
13 which would differ from residential in that the potential revenue would not be tied to the number
14 of businesses, but rather the revenue from those businesses. 50% of the wholesale revenue
15 Utopia charged to those business accounts would offset the Town's obligation. If other areas
16 along the highway were to install, the Town would benefit so long as those areas were located
17 within the Town limits.

18
19 John Hunter Shoreline: commented he had probably hired and fired nearly every cable and
20 internet provider. He liked this model because it was based on a partnership model, and he
21 intended to sign up. He urged the Town to get commitments now.

22
23 With no further comments, the Mayor closed the public hearing at 8:59 p.m.

24
25 Mayor Rubin declared the parties were very close to finalizing the contract language. He asked
26 whether the Council was ready to resolve and move on, recognizing Council Member Baier's
27 concerns with the Soaring Hawk inclusion. He asked Ms. Baier if she was willing to move
28 forward with the resolution, and language could be added to the resolution to include Soaring
29 Hawk. Council Member Johansson stated he was ready to make a motion to include Soaring
30 Hawk, making the threshold subscriber number 210 instead of 164 to give everyone in Hideout
31 equal opportunity to utilize the service.

32
33 Council Member Baier was not yet ready to move forward and needed more time to analyze the
34 risk issue concerning the \$105,000 reserve based on 210 subscribers.

35
36 Council Member Shadle thought it would make sense to authorize the Mayor to negotiate with
37 Utopia on the Town's behalf to finalize the contract, then the Council would provide its input.
38 Council Member Baier recommended the Council work more on the contract before giving the
39 Mayor the authority to negotiate it.

40
41 *Council Member Johansson moved to adopt the resolution allowing the mayor to negotiate the*
42 *contract, to consider the feedback from this evening's meeting, and hopefully including Soaring*
43 *Hawk in Phase I. Council Member Shadle made the second.*

44
45 An unidentified speaker suggested contacting Soaring Hawk residents and polling to see how
46 many would be interested in Utopia. Council Member Shadle indicated eight Soaring Hawk

1 residents responded to the survey, taken one year prior. Council Member Baier commented the
2 survey was taken before All West came into the Town, so Utopia was the only viable option at
3 that time. Mr. Shadle felt the issues concerning adding Soaring Hawk to the Utopia early phase
4 was something the Council should allow the Mayor to address with Utopia, negotiate the
5 contract, and then poll the Council members separately for their decision.
6

7 Mayor Rubin called for a vote. *Council Member Johansson restated his motion as follows: to to*
8 *adopt the resolution and add the language to include the possibility of including Soaring Hawk*
9 *in Phase 1. Council Member Shadle made the second. Voting Aye: Council Members Shadle and*
10 *Johansson. Voting Nay: Council Member Baier. Council Member Wahl had left the meeting and*
11 *was unavailable for a vote, thus the motion failed for a lack of the requisite votes.*
12

13 *Council Member Baier moved to continue the hearing on this item to the September 5 meeting.*
14 *Council Member Shadle made the second. Voting Aye: Council Members Shadle, Baier and*
15 *Johansson. Council Member Wahl had left the meeting. The Motion carried.*
16

17 **9. PUBLIC INPUT – Floor Open for Any Attendee to Speak**
18

19 Eric Bloomquist: inquired about the installation currently underway and whether a bond was in
20 place. Mayor Rubin responded affirmatively; the Town would ensure all repairs were done
21 properly and all cracks were sealed.
22

23 Council Member Shadle asked whether the whole town was being resurfaced. Mayor Rubin
24 stated it was not. Mr. Shadle commented that Utopia alerted the Internet Committee to how All
25 West was handling its installation project, and that other towns had sued providers for doing
26 what All West was currently doing. Further, Mr. Shadle had asked the Town Engineer to contact
27 Utopia concerning this issue and Utopia confirmed he hadn't done so. Consequently, Mr. Shadle
28 felt the Town needed to retain the bond money longer than one year, due to the potential for
29 damage to snowplows and roads from potential road heaving. Mayor Rubin responded the bond
30 was in place for one year sufficient to cover the winter. He believed Town Code provided the
31 Town would return 90% of the funds after one year and retain 10%, but he stated he would
32 review the matter.
33

34 It was indicated All West could not proceed up the road to Soaring Hawk, since the road had not
35 yet been accepted by the Town and was not a public right-of-way. The same was true with
36 Reflection. Mayor Rubin noted Kent Cuillard met with the Engineer on this day to review the
37 repair work and identify where it was suitable and where it was not; they were keeping on top of
38 it. He added there was currently some additional paving going on that was not under All West's
39 purview, but they allowed the Town to piggy-back needed road repairs on to their project.
40

41 It was indicated the Rustler paving would start in mid-September.
42

43 Mr. Timmerman was asked how Utopia planned to install their infrastructure. He responded they
44 were not planning to cut roads and would not disturb much of the surface of the roads. However
45 there may be an occasional need to excavate a hole to cross other utilities, or if there were a

1 couple of segments where there was insufficient space on the side of the road, such as rock, etc.
2 Mr. Timmerman commented for most part their installation would not be in road space.

3
4 With no further comments, Mayor Rubin closed the public comment period at 9:19 p.m.

5
6 **10. ADJOURNMENT**

7
8 *Council Member Johansson moved to adjourn the meeting. Council Member Baier made the*
9 *motion. Voting Aye: Council Members Baier, Shadle and Johansson. Council Member Wahl was*
10 *excused. The motion carried.*

11
12 The meeting was adjourned at 9:19 p.m.

13
14
15
16

Allison Lutes, Deputy Town Clerk

Item Attachment Documents:

3. Approval of Bills to be Paid

9/12/2019

General Town Expenses

Ace Signs & Designs	Supplies	192.00	
Ally	Equipment	1,048.85	
Alpine Business Products	Supplies	466.31	
Boundary Consultants	Annexation exhibit	3,915.00	
Bregan Concepts	Clerking services --Allison Lutes	2,936.13	
Child Richards	Audit	1,510.00	
Fuelman	Fuel roads	396.90	
Green Leaf Tree and Lawn Care	Maintenance	-	
Home Depot	Roads supplies	76.83	
Integrated Planning & Design	July services--trails master plan	1,000.00	
OnTask LLC	Contract services--Nancy Hooten	992.50	
Park Record	Public noticing	601.73	
Pelorus Methods	Support agreement	-	
Professional Alarm, Inc.	Alarm monitoring	80.00	
Rocky Mountain Power	Utilities	-	
Safety Supply & Sign	Streets materials, signs	3,970.02	
T-O Engineers	Engineering -- town expenses	-	
Tech Logic	Monthly service, Office 365 (2 months)	-	
ThyssenKruppp Elevator	Quarterly maintenance	456.36	
Town of Hideout	Utilities--Town Hall Aug/Sept	204.00	
Utah Broadband	Internet	89.95	
Utah Local Gov't Trust	Insurance	313.00	
Utah Media Group	Public noticing	76.25	
Verizon Wireless	Monthly service	323.62	
York Howell & Guymon	Legal representation - town charges, July	11,899.18	

Total General Town Expenses 30,548.63

Expenses Passed Through

Epic Engineering	Building permit inspections	19,121.81	
T-O Engineers	Pass through expenses billed	9,489.90	
York Howell & Guymon	Legal representation - pass through charges billed	-	
	Total Expenses Passed Through		28,611.71

TOTAL GENERAL FUND EXPENSES FOR APPROVAL 59,160.34 59,160.34

Expenses from Enterprise Funds

Dakody Gines	Sewer/water maintenance & repair	1,550.00	
Rick Gines	Water maintenance & repair	635.00	
Jordanelle SSD	Water	9,375.00	
Jordanelle SSD	Sewer	4,425.00	
Jordanelle SSD	Sewer repair	6,513.47	
Mountainland Supply Co	Meters	4,501.68	
Summit Co Public Health	Water testing	120.00	
	TOTAL ENTERPRISE EXPENSES FOR APPROVAL		27,120.15

Item Attachment Documents:

4. Resolution Appointing a Mayor Pro Tempore from September 21 through October 5, 2019

TOWN OF HIDEOUT, UTAH

Resolution No. 2019-12

A RESOLUTION AUTHORIZING THE APPOINTMENT OF A MAYOR PRO TEMPORE

WHEREAS, the Mayor of the Town, Phil Rubin will be traveling and unable to function in his office for a period of two (2) weeks; and

WHEREAS, Utah Code § 10-3b-302(2) provides for the appointment of a mayor pro temporal from the members of the Town Council during the Mayor's absence; and

WHEREAS, the Town Council deems it in the best interest of the Town to appoint a mayor pro tempore; and

WHEREAS, Chris Baier, a member of the Town Council, will be available to serve as mayor pro tempore during the Mayor's absence.

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

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

Section 2 – Appointment of Mayor Pro Tempore. Chris Baier his hereby designated as mayor pro tempore during the following dates: beginning on September 21, 2019, and continuing through October 5, 2019. After that period, the appointment and delegation of authority provided for under this Resolution will expire and the Mayor will resume his duties.

Section 3 – Effective Date. This Resolution will be effective immediately upon execution.

[End of Resolution. Signature Page Follows.]

WHEREFORE, Resolution 2019-12 has been **Passed** and **Adopted** by the Town of Hideout.

TOWN OF HIDEOUT

Philip Rubin, Mayor

Attest:

Allison Lutes, Town Clerk

Item Attachment Documents:

5. Continued Public Hearing - Consideration and Possible Recommendation to Allow the Mayor to Finalize the Service Agreement With Utopia/UIA Fiber

TOWN OF HIDEOUT, UTAH

Resolution No. 2019-08

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN TO EXECUTE A FIBER COMMUNICATIONS SERVICE CONTRACT WITH THE UTAH INFRASTRUCTURE AGENCY

WHEREAS, the Town has entered into negotiations with the Utah Infrastructure Agency (“**UIA**”) regarding a *Fiber Communications Service Contract* (“**Contract**”) pursuant to which UIA will provide high-speed or broadband fiber services (“**Fiber**”) to the Town; and

WHEREAS, several other municipalities in Utah have entered into similar agreements with UIA for the provision Fiber or similar services to such communities; and

WHEREAS, the Town Council deems it in the best interest of the Town to enter into the Contract; and

WHEREAS, a draft of the Contract is attached as **Exhibit A**; and

WHEREAS, the Town Council approves of the financial terms set forth in the Contract; and

WHEREAS, the Town Council desires to authorize the Mayor to make such additional and further revisions to the language of the Contract as he deems to be in the best interest of the Town and to finalize and execute the same on behalf of the Town.

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

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

Section 2 – Authorization to Finalize and Execute. The Mayor is hereby authorized to continue negotiations with UIA regarding the Contract and upon such additional and further modifications to the Contract as he deems appropriate and to execute the same.

Section 3 – Effective Date. This Resolution will be effective when it has been published as provided by law.

[End of Resolution. Signature Page Follows.]

WHEREFORE, Resolution 2019-08 has been **Passed** and **Adopted** by the Town of Hideout.

TOWN OF HIDEOUT

Philip Rubin, Mayor

Attest:

Allison Lutes, Deputy Town Clerk

EXHIBIT A
(Draft of Contract)

Item Attachment Documents:

6. Continued Public Hearing - Consideration and Possible Recommendation to Allow the Mayor to sign an Inter-local Agreement With MIDA

Interlocal Cooperation Agreement

between

MIDA

and

Hideout

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into as of _____, 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:

1. 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 blue shading and within the black 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. RESERVED
4. POLICE POWERS. Pursuant to the MIDA Act, MIDA shall have the exclusive right to exercise all of MIDA’s statutory authority within the Hideout Zone subject only to those reservations and delegations of authority expressly set forth in this Agreement.

5. 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 Section 6 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.
- h. In the event that Hideout does not timely provide any of the Municipal Services 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, 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, following such sixty (60) day cure period, MIDA exercises remedies (i) or (ii), above, 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.

6. 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**”):

- 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 MRF Project Area;
 - ii. 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
 - iv. 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.
- i. 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 Section 5.
- 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.

7. RESERVED.

8. LAND USE APPROVALS. 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**”). 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, , including financing or refinancing, 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 disbursement 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:
 - 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. point of sale portion of sales and use tax collected from the Hideout Zone, in accordance with the MIDA Act; and
 - iii. 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.
- c. 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:
 - i. 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(l)(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.

11. RESERVED

12. 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.
17. 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. CONTRACT REPRESENTATIVE. 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:
- a. 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. NOTICE. 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
5110 Ivybrook Circle
Murray, UT 84123
 - 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. AMENDMENT. 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.

Military Installation Development Authority

Paul Morris
Acting Executive Director

ATTEST:

MIDA Staff

Approved as to Form:

Paul Morris
General Counsel

Town of Hideout

Phil Rubin
Mayor

ATTEST:

Hideout Clerk

Approved as to Form:

Daniel Dansie
Hideout Town Attorney

Exhibit A

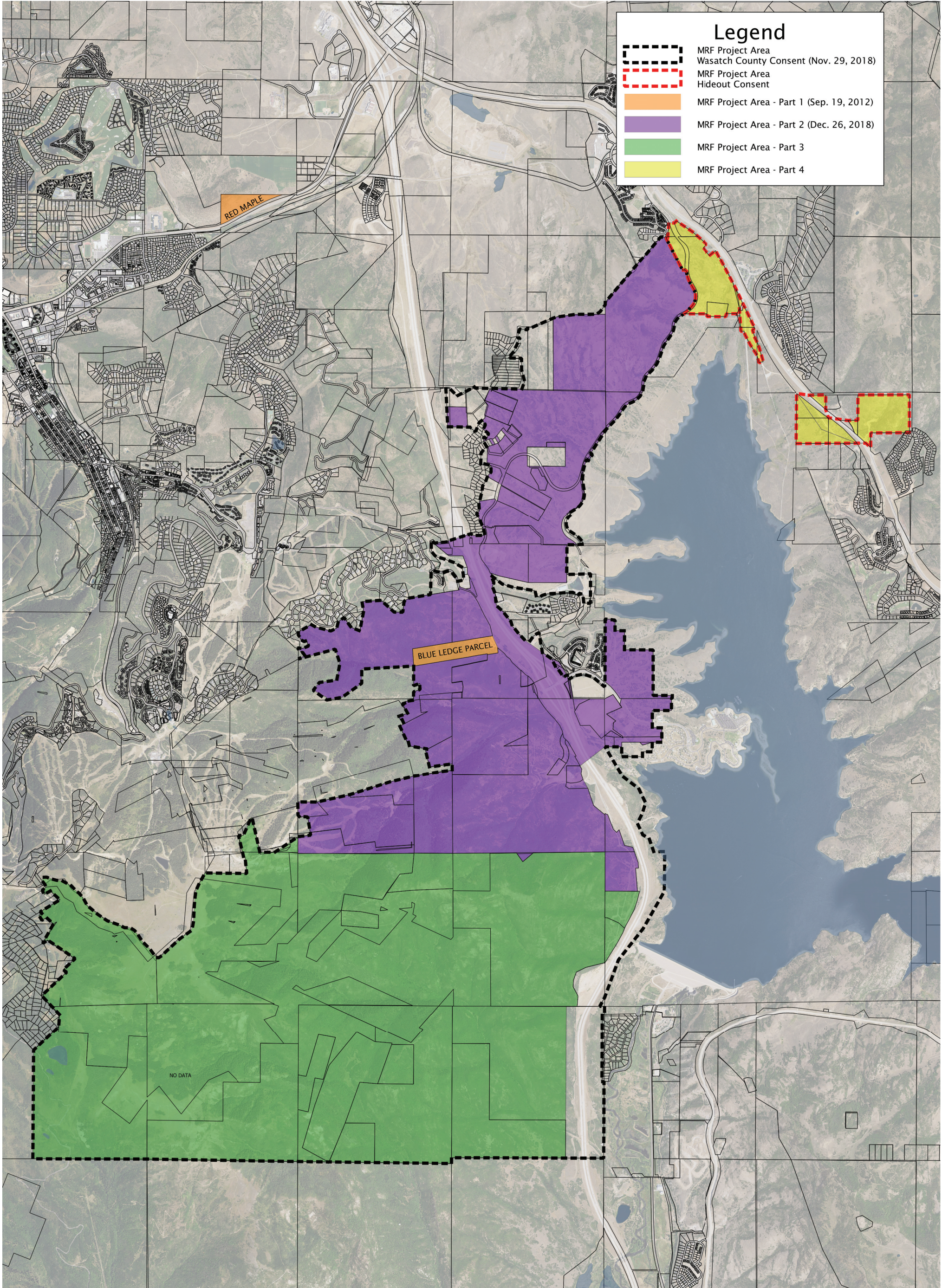
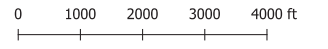
To

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



Legend

- MRF Project Area Wasatch County Consent (Nov. 29, 2018)
- MRF Project Area Hideout Consent
- MRF Project Area - Part 1 (Sep. 19, 2012)
- MRF Project Area - Part 2 (Dec. 26, 2018)
- MRF Project Area - Part 3
- MRF Project Area - Part 4

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 (“Interlocal Act”) the attached “Interlocal 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:

1. 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”).
2. 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 Exhibit A encompassed within the red dashed line and labeled “MRF Project Area Hideout Consent.”
4. 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.

6. 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 ___ day of _____ 2019.

Hideout Town Council

Mayor

Attest:

Town Clerk

Item Attachment Documents:

8. Presentation of Financial Statements for Fiscal Year Ended June 30, 2019 - Wes Bingham, Town Treasurer

Town of Hideout, UT

Council Staff Report



MEETING DATE: 09/12/2019

SUBJECT: Fiscal Year 2018-2019 Financial Statements

RESPONSIBLE: Wesley Bingham, Finance/Treasurer

DEPARTMENT: Administration

STRATEGIC RELEVANCE: Provide Pre-Audit Financial Update

SUMMARY

Staff is providing council with a financial update for fiscal year 2018-2019. I have reached out to Child Richards CPA's to provide us with a compiled financial statement with agreed upon procedures. I expect to hear back from them on pricing but expect it to be around \$3,000.

RECOMMENDATION

Discuss the financial results of last fiscal year.

BACKGROUND

The Mayor and Town Administrator have asked that staff provide a financial statement update through year end. Also staff has been asked to provide a financial statement update through September 30th, 2019 at a council meeting in October.

DISCUSSION

We need to consider the Town's ability to implement budgeted items in this next fiscal year 2019-2020. In particular we need to consider the fiscal impact of the budgeted items. The Town also needs to consider continued amendments to the fees the town charges for services to seek additional revenues. The town's unreserved fund balance needs to increase substantially to provide cash flow for unforeseen financial expenditures as well as reduced revenues due to uncertainty in future economic activity.

FISCAL IMPACT

No change in budgeted expenditures.

CONCLUSION

Consider changes to fees and expenditures.

CONTRACT ACCOUNTABILITY

Department: Administration

Staff Member: Wesley Bingham, Finance/Treasurer

EXHIBITS

A. Financial Statements FY 2018-2019

[Pages 3-8]

Town of Hideout
Standard Financial Report
10 General Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
1111 Key Bank (4000)	102,882.53	54,332.92	84,595.93
1112 B & C Roads 5783 @ Key	10,337.65	0.00	59,316.92
1113 PTIF 5148 B & C Roads	175,868.97	0.00	190,135.70
1114 Key Bank (0993)	0.00	0.00	368,743.94
1116 Zions Bank - City Bldg Acct	1,319.27	0.00	1,319.27
1117 PTIF 5910 Building Payments	27,041.49	0.00	27,041.49
1170 Petty cash	100.00	0.00	100.00
1175 Undeposited receipts	7,612.61	3,804.20	3,952.44
Total Cash and cash equivalents	<u>325,162.52</u>	<u>58,137.12</u>	<u>735,205.69</u>
Receivables			
1311 Accounts receivable	77,309.51	85,445.82	136,457.16
1341 Due from other governments	109,810.68	89,929.07	154,996.11
1411 Due from other	45,033.00	0.00	0.00
Total Receivables	<u>232,153.19</u>	<u>175,374.89</u>	<u>291,453.27</u>
Other current assets			
1580 Suspense	0.00	10.43	0.00
Total Other current assets	<u>0.00</u>	<u>10.43</u>	<u>0.00</u>
Total Current Assets	<u>557,315.71</u>	<u>233,522.44</u>	<u>1,026,658.96</u>
Total Assets:	<u>557,315.71</u>	<u>233,522.44</u>	<u>1,026,658.96</u>
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities			
2131 Accounts payable	(19,342.42)	36,503.61	(49,847.11)
2211 Accrued wages payable	(3,716.68)	(404.39)	(3,774.81)
2220 Payroll liability clearing	(15.40)	(147.66)	(216.97)
2221 Accrued SS, MC, & FWT payable	(1,536.57)	1,186.96	(3,603.45)
2222 Accrued state withholding payable	(958.60)	(604.48)	(1,940.28)
2223 Accrued state unemployment insurance	(26.10)	(15.25)	(47.55)
2306 UT Building permit surcharge	9.89	(216.74)	83.92
2307 Security deposits	(106,031.88)	(7,747.50)	(547,452.97)
2307.1 Application Deposits	0.00	(111,496.00)	(600.00)
2308 Prepaid assessments - water	0.00	0.00	(1,650.00)
2602 Professional Services Advanced	0.00	2,295.00	6,822.50
Total Current liabilities	<u>(131,617.76)</u>	<u>(80,646.45)</u>	<u>(602,226.72)</u>
Deferred inflows			
2380 Deferred inflows - property taxes	(49,193.00)	(67,832.00)	(117,025.00)
Total Deferred inflows	<u>(49,193.00)</u>	<u>(67,832.00)</u>	<u>(117,025.00)</u>
Long-term liabilities			
2700 Western Ventures-Deer Springs	0.00	(10,392.66)	(10,392.66)
2703 Golden Eagle Phase 1	0.00	(7,512.26)	(7,512.26)
2712 Klaim	0.00	(7,231.35)	(7,231.35)
2713 Klaim The View at Hideout	0.00	(540.00)	(540.00)
2724 Shoreline Phase 1 Plat "C"	0.00	(620.00)	(620.00)
2726 Shoreline Phase 2A	0.00	(280.00)	(280.00)
2727 Soaring Hawk Phase 1 Soaring Hawk Subdivision	0.00	(1,291.51)	(1,291.51)
2729 Soaring Hawk Phase 3 Fox Hollow	0.00	(500.00)	(500.00)
2731 Sunrise	0.00	(3,180.00)	(3,180.00)
Total Long-term liabilities	<u>0.00</u>	<u>(31,547.78)</u>	<u>(31,547.78)</u>
Total Liabilities:	<u>(180,810.76)</u>	<u>(180,026.23)</u>	<u>(750,799.50)</u>
Equity - Paid In / Contributed			
2971 Restricted	(16,425.00)	0.00	(32,299.04)
2981 Fund balance	(360,079.95)	(53,496.21)	(243,560.42)
Total Equity - Paid In / Contributed	<u>(376,504.95)</u>	<u>(53,496.21)</u>	<u>(275,859.46)</u>
Total Liabilites and Fund Equity:	<u>(557,315.71)</u>	<u>(233,522.44)</u>	<u>(1,026,658.96)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Town of Hideout
Standard Financial Report
10 General Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Change In Net Position					
Revenue:					
Taxes					
3110 Property taxes - current	44,865.90	45.00	48,494.60	50,000.00	50,000.00
3120 Prior year property taxes - delinquent	7,861.70	173.00	8,495.05	5,000.00	8,500.00
3124 Fee-in-lieu of property taxes	1,602.79	0.00	1,339.62	1,500.00	1,500.00
3130 Sales tax	100,994.34	17,496.84	100,004.42	90,000.00	90,000.00
3135 Telecomm Tax Revenue	0.00	169.89	169.89	0.00	0.00
3140 Municipal energy taxes	29,103.68	2,246.61	32,724.64	30,000.00	30,500.00
Total Taxes	184,428.41	20,131.34	191,228.22	176,500.00	180,500.00
Licenses and permits					
3210 Business licenses	350.00	200.00	400.00	300.00	300.00
3221 Building permits	144,580.86	40,014.50	238,507.36	150,000.00	230,000.00
3229 Subdivision fees	33,292.95	21,336.25	29,981.25	10,000.00	10,000.00
Total Licenses and permits	178,223.81	61,550.75	268,888.61	160,300.00	240,300.00
Intergovernmental revenue					
3356 Class C road allotment	48,500.45	12,631.69	56,656.68	40,000.00	60,000.00
Total Intergovernmental revenue	48,500.45	12,631.69	56,656.68	40,000.00	60,000.00
Charges for services					
3490 Other services revenue	500.00	0.00	20.00	0.00	0.00
Total Charges for services	500.00	0.00	20.00	0.00	0.00
Fines and forfeitures					
3510 Fines and forfeitures	0.00	100.00	5,000.00	1,000.00	5,000.00
Total Fines and forfeitures	0.00	100.00	5,000.00	1,000.00	5,000.00
Interest					
3610 Interest earnings	2,367.24	0.00	3,496.31	1,500.00	4,000.00
Total Interest	2,367.24	0.00	3,496.31	1,500.00	4,000.00
Miscellaneous revenue					
3620 Building rental income	50.00	0.00	0.00	0.00	0.00
3690 Other revenue	518.19	60.43	1,393.43	0.00	1,300.00
Total Miscellaneous revenue	568.19	60.43	1,393.43	0.00	1,300.00
Contributions and transfers					
3890 General Fund Balance to be Appropriated	0.00	0.00	0.00	108,825.00	107,475.00
Total Contributions and transfers	0.00	0.00	0.00	108,825.00	107,475.00
Total Revenue:	414,588.10	94,474.21	526,683.25	488,125.00	598,575.00
Expenditures:					
General government					
Administrative					
5001.1 Admin Contract services	1,437.50	1,681.65	12,118.47	2,000.00	12,000.00
5001.2 Admin Council pay	2,209.86	215.50	3,946.39	3,600.00	3,600.00
5001.4 Admin Insurance	2,427.40	0.00	7,447.74	10,000.00	7,500.00
5001.6 Admin Mileage reimbursement	364.15	137.46	1,583.39	500.00	1,500.00
5001.7 Admin Office supplies	6,001.04	719.22	7,075.55	4,000.00	5,200.00
5001.8 Admin Personnel	53,085.13	8,819.65	85,363.54	60,000.00	85,000.00
5001.9 Admin Public notices	2,367.90	710.60	2,788.58	2,500.00	2,500.00
5001.A Admin Security alarm monitoring	960.00	0.00	1,231.00	1,000.00	1,300.00
5004 Admin Other	58.00	(58.50)	21.02	500.00	500.00
5010 Admin Information Technology	1,400.00	655.00	9,810.04	5,000.00	9,500.00
5016 Admin Telephone	4,125.13	377.49	2,939.81	4,200.00	3,000.00
5017 Admin Training	1,190.00	0.00	1,833.66	1,500.00	1,800.00
5018 Admin Website	2,531.11	0.00	431.90	2,000.00	500.00
5019 Admin Membership	1,179.41	(776.55)	1,488.55	1,200.00	1,500.00
5030 Admin Repairs & maintenance	2,015.33	879.47	5,859.21	2,000.00	5,500.00
5050 Admin Utilities	4,959.42	46.24	3,896.43	5,500.00	4,000.00
5069 Miscellaneous	0.00	0.00	0.00	500.00	500.00
Total Administrative	86,311.38	13,407.23	147,835.28	106,000.00	145,400.00
Professional services					
5002.1 Accounting	4,108.35	8,157.08	13,547.53	4,000.00	10,000.00
5002.2 Legal	11,387.50	7,878.75	79,357.19	70,000.00	80,000.00
5002.3 Engineering	55,443.49	5,671.56	63,520.78	50,000.00	75,000.00
5002.4 Building inspection	58,536.08	0.00	158,743.38	75,000.00	140,000.00
5002.5 Plan prints	969.58	0.00	1,624.60	750.00	1,500.00

Town of Hideout
Standard Financial Report
10 General Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
5002.6 Auditor	2,700.00	0.00	1,100.00	3,000.00	3,000.00
Total Professional services	133,145.00	21,707.39	317,893.48	202,750.00	309,500.00
Total General government	219,456.38	35,114.62	465,728.76	308,750.00	454,900.00
Public Safety					
5101 Safety Personnel	3,563.80	0.00	0.00	5,000.00	5,000.00
5103 Safety Maintenance	1,187.68	0.00	0.00	1,000.00	1,000.00
5104 Safety Gas	246.04	0.00	0.00	500.00	500.00
5105 Safety Police department	0.00	0.00	1,603.91	0.00	0.00
Total Public Safety	4,997.52	0.00	1,603.91	6,500.00	6,500.00
Streets					
5201 Streets Personnel	12,573.61	4,564.91	37,839.13	25,000.00	38,000.00
5202 Streets Auto maintenance	505.30	0.00	1,262.35	500.00	1,100.00
5204 Streets Fuel	2,128.72	239.62	4,378.85	3,500.00	4,500.00
5205 Streets Materiels & suppl	4,669.35	0.00	5,035.18	3,000.00	5,100.00
5208 Streets Repair & maintenance	18,859.55	10.00	31,923.60	80,000.00	35,000.00
5209 Streets Equipment lease	23,181.72	1,048.85	17,425.45	26,000.00	18,000.00
5210 Streets Insurance	0.00	0.00	1,044.06	1,000.00	1,000.00
Total Streets	61,918.25	5,863.38	98,908.62	139,000.00	102,700.00
Parks					
5450 Parks and Recreation	0.00	0.00	4,943.49	7,500.00	7,500.00
Total Parks	0.00	0.00	4,943.49	7,500.00	7,500.00
Miscellaneous					
5650 Community Development	300.00	0.00	1,075.00	500.00	1,100.00
Total Miscellaneous	300.00	0.00	1,075.00	500.00	1,100.00
Debt service					
5800 Principal	14,000.00	0.00	14,000.00	14,000.00	14,000.00
5801 Interest	12,225.00	0.00	11,910.00	11,875.00	11,875.00
Total Debt service	26,225.00	0.00	25,910.00	25,875.00	25,875.00
Total Expenditures:	312,897.15	40,978.00	598,169.78	488,125.00	598,575.00
Total Change In Net Position	101,690.95	53,496.21	(71,486.53)	0.00	0.00

Town of Hideout
Standard Financial Report
51 Water Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
1111 Key Bank (4000)	236,298.94	18,170.19	479,500.27
1175 Undeposited receipts	6,830.38	9,199.25	9,051.01
Total Cash and cash equivalents	<u>243,129.32</u>	<u>27,369.44</u>	<u>488,551.28</u>
Receivables			
1311 Accounts receivable	210,927.45	151,616.74	273,163.20
Total Receivables	<u>210,927.45</u>	<u>151,616.74</u>	<u>273,163.20</u>
Total Current Assets	<u>454,056.77</u>	<u>178,986.18</u>	<u>761,714.48</u>
Non-Current Assets			
Capital assets			
Property			
1610 Water System	261,864.38	0.00	261,864.38
1620 Sewer System	463,084.00	0.00	463,084.00
Total Property	<u>724,948.38</u>	<u>0.00</u>	<u>724,948.38</u>
Accumulated depreciation			
1710 Accumulated Depreciation	(53,172.37)	0.00	(69,785.78)
Total Accumulated depreciation	<u>(53,172.37)</u>	<u>0.00</u>	<u>(69,785.78)</u>
Total Capital assets	<u>671,776.01</u>	<u>0.00</u>	<u>655,162.60</u>
Total Non-Current Assets	<u>671,776.01</u>	<u>0.00</u>	<u>655,162.60</u>
Total Assets:	<u>1,125,832.78</u>	<u>178,986.18</u>	<u>1,416,877.08</u>
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities			
2131 Accounts payable	(66,080.48)	544.71	(65,883.22)
2330 Deposits	(4,500.00)	0.00	(7,500.00)
2422 Sewer impact fees payable	(162,656.00)	(50,830.00)	(274,482.00)
Total Current liabilities	<u>(233,236.48)</u>	<u>(50,285.29)</u>	<u>(347,865.22)</u>
Total Liabilities:	<u>(233,236.48)</u>	<u>(50,285.29)</u>	<u>(347,865.22)</u>
Equity - Paid In / Contributed			
2981 Retained earnings	(892,596.30)	(128,700.89)	(1,069,011.86)
Total Equity - Paid In / Contributed	<u>(892,596.30)</u>	<u>(128,700.89)</u>	<u>(1,069,011.86)</u>
Total Liabilites and Fund Equity:	<u>(1,125,832.78)</u>	<u>(178,986.18)</u>	<u>(1,416,877.08)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Town of Hideout
Standard Financial Report
51 Water Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Income or Expense					
Income From Operations:					
Operating income					
5140 Water service	149,505.12	19,918.04	212,146.75	175,000.00	175,000.00
5141 Standby water	57,224.81	56,109.67	55,385.16	55,000.00	55,000.00
5142 Water reservation fee	51,262.00	50,126.00	50,032.50	50,000.00	50,000.00
5143 Meter rental	0.00	0.00	700.00	0.00	0.00
5145 Storm water service	5,464.97	684.46	6,707.31	5,500.00	5,500.00
5150 Sewer service	98,647.70	10,091.99	109,416.66	100,000.00	100,000.00
5310 Connection fees	57,200.00	12,500.00	77,500.00	60,000.00	60,000.00
5410 Late penalties and fees	350.23	1,112.24	3,355.54	1,000.00	1,000.00
5490 Other operating income	172.00	16.00	142.00	500.00	500.00
Total Operating income	419,826.83	150,558.40	515,385.92	447,000.00	447,000.00
Operating expense					
6140 Engineering	9,873.75	0.00	1,094.10	10,000.00	10,000.00
6210 Meters	1,055.17	(40.00)	11,791.87	10,000.00	10,000.00
6240 Office expenses	205.42	0.00	711.96	500.00	500.00
6250 Operating expenses	9,513.98	2,187.97	5,924.38	20,000.00	20,000.00
6305 Repairs and Maint - Sewer	34,932.83	3,919.50	31,169.47	35,000.00	35,000.00
6310 Repairs and Maint - Water	12,128.40	(283.58)	15,549.86	15,000.00	15,000.00
6350 Salaries and wages	8,288.28	3,605.02	22,012.93	17,000.00	17,000.00
6360 Software and technology	637.50	0.00	2,729.75	1,500.00	1,500.00
6390 Utilities	1,820.34	0.00	1,096.32	3,000.00	3,000.00
6405 JSSD - Sewer	30,002.54	3,093.60	44,946.30	35,000.00	35,000.00
6410 JSSD - Water	139,360.00	9,375.00	129,998.41	140,000.00	140,000.00
6412 Water reservation fees	55,331.60	0.00	55,331.60	50,000.00	50,000.00
6610 Depreciation Expense	18,123.72	0.00	16,613.41	25,000.00	25,000.00
Total Operating expense	321,273.53	21,857.51	338,970.36	362,000.00	362,000.00
Total Income From Operations:	98,553.30	128,700.89	176,415.56	85,000.00	85,000.00
Total Income or Expense	98,553.30	128,700.89	176,415.56	85,000.00	85,000.00

Town of Hideout
Standard Financial Report
95 Governmental Long-term Liabilities - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Liabilities and Fund Equity:			
Liabilities:			
Long-term liabilities			
2501.1 2013 Town Hall Bond Issued	(540,000.00)	0.00	(540,000.00)
2501.2 2013 Town Hall Bond Repaid	0.00	0.00	79,000.00
Total Long-term liabilities	<u>(540,000.00)</u>	<u>0.00</u>	<u>(461,000.00)</u>
Total Liabilities:	<u>(540,000.00)</u>	<u>0.00</u>	<u>(461,000.00)</u>
Equity - Paid In / Contributed			
2599 Gneral Long-term debt offset	540,000.00	0.00	461,000.00
Total Equity - Paid In / Contributed	<u>540,000.00</u>	<u>0.00</u>	<u>461,000.00</u>
Total Liabilites and Fund Equity:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Item Attachment Documents:

9. Public Hearing Regarding FY 2020 Budget Amendment - Reallocation of a Portion of Engineering Fees to the Enterprise Fund

Resolution 2019-13

A RESOLUTION AMENDING THE 2019-2020 OPERATING BUDGET

WHEREAS, Expenditures associated with the General Fund and Water Departments need to address Engineering costs and Repair and Maintenance costs in the appropriate funds; and

WHEREAS, Hideout Township desires to comply with state code on budgeted expenditures and have good fiscal management; and

WHEREAS, Hideout Township expects that there will be decreased expenditures in the General Fund for engineering services and increased expenditures in the Water Fund for said engineering services. This is an approximate allocation of budgeted expenditures in each fund separately.

WHEREAS, the Utah State law requires that budgets be amended by resolution; and

WHEREAS, a public hearing was held on August 22nd, 2019, at the Town Council's regularly scheduled meeting, complying with State law;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF HEBER CITY, UTAH that pursuant to Utah State Code 10-6-128, the 2019-20 Hideout Town Budget is hereby amended to appropriate \$30,000 for Engineering Fees in the Water Fund:

Source:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
105002.3	General Fund – Engineering	(\$30,000)
511111	Water Fund – Checking Account	(\$30,000)

Use:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
516140	Water Fund – Engineering	\$30,000
103890	General Fund – General Fund Balance to be appropriated	\$30,000

This Resolution shall take effect and be in force from and after its adoption.

ADOPTED and PASSED by the Town Council of Heber City, Utah, this ____ day of _____, 2019, by the following vote:

	AYE	NAY
Council Member Dean Heavrin	_____	_____
Council Member Hanz Johansson	_____	_____
Council Member Chris Baier	_____	_____
Council Member Jim Wahl	_____	_____
Council Member Kurt Shadle	_____	_____

APPROVED:

Mayor Phil Rubin

ATTEST:

Town Recorder

Item Attachment Documents:

10. Public Hearing to Discuss the Snow Removal Ordinance, due to Additional Suggested Revisions to the Ordinance

TOWN OF HIDEOUT, UTAH

Ordinance No. 2019-_____

AN ORDINANCE AMENDING THE SNOW REMOVAL PROVISIONS ADOPTED BY THE TOWN COUNCIL ON AUGUST 8, 2019

WHEREAS, the Town Council, upon referral from the Planning Commission, adopted certain standards for snow removal within the Town's boundaries; and

WHEREAS, the Town Council finds it important to the health, safety, and welfare of the community to regulate the terms and conditions upon which snow is removed from sidewalks and other properties within the Town; and

WHEREAS, the Town Council deems it in the best interest of the Town to revise the terms and conditions of the Ordinance addressing snow removal provisions which the Town adopted on August 8, 2019 ("**Snow Removal Ordinance**") on the terms and conditions set forth below.

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

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

Section 2 – Modification of Snow Ordinance. The terms and conditions of the Snow Ordinance are hereby amended in their entirety. The provisions set forth on **EXHIBIT A** to this Ordinance shall hereafter be deemed the effective and applicable provisions of the Snow Ordinance.

Section 3 – Clerk to Update Code. Immediately after the effective date, the Town Clerk is hereby directed to update the official version of the Town Code to reflect the changes identified herein.

Section 3 – Effective Date. This Ordinance will be effective immediately upon execution.

[End of Ordinance. Signature Page Follows.]

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

TOWN OF HIDEOUT

Philip Rubin, Mayor

Attest:

Allison Lutes, Town Clerk

EXHIBIT A

(Substantive Provisions of Snow Ordinance)

Title 6 Motor Vehicles and Traffic, Chapter 8 Stopping, Standing and Parking

6.08.107. WINTER SEASON LIMITATIONS.

Notwithstanding the foregoing general parking regulations, there shall be additional regulations which apply during the winter season to facilitate snow removal, ice control, and to facilitate emergency access during the winter months. The winter seasonal regulations shall apply from October 31 to April 15.

The special winter regulations are as follows:

(A) It shall be unlawful to park or leave unattended any vehicle in a roundabout, cul-de-sac or dead end. Construction and delivery vehicles are included under this provision.

(B) It shall be unlawful to park construction vehicles within thirty (30) feet of an intersection or blind curve.

(C) It shall be unlawful to park any vehicle in a manner that obstructs snow removal or ice control by failing to leave adequate room for passage of plows and/or other removal equipment. Construction and delivery vehicles are included under this provision

(D) Employees of Hideout are hereby authorized to remove or have removed at their discretion any vehicle or obstruction found on a street in violation of this section. Any person who parks, leaves or deposits any such vehicle or other obstruction, shall be liable for all removal and impoundment costs (including Town administrative costs). The Town shall not be responsible for injury and/or damage claims related to snow removal services.

Title 7 Public Ways and Property

Chapter 6 Snow Removal (New Chapter to be added)

SNOW REMOVAL AND ICE CONTROL POLICY. Snow Removal and Ice Control Policy Established. Users of the streets and roads of the Town (hereinafter referred to as "public roadways") shall exercise caution and drive with care at all times, and particularly during adverse weather conditions, recognizing that driving at the posted or otherwise lawful speed limit may not be possible at all times. When a snowfall event occurs, the following snow removal and ice control provisions will be in effect.

7.06.101. SNOW REMOVAL PRIORITIES FOR PUBLIC ROADWAYS.

Snow removal is provided for public roadways on a priority basis. Plowing priority is given first to arterial and collector streets, followed by secondary and residential streets and finally cul-de-sacs.

7.06.102. PRIVATE ROADWAYS: DUTY TO REMOVE SNOW.

It shall be the duty of every homeowners association (HOA), property owner, corporation, partnership, or other entity having control over a private roadway system within the Town, and the owners of properties abutting such private roadways which are provided access from those streets, to provide regular snow removal and ice control service on those private roadways in accordance with the standards established in Section 7.05.103.

7.06.103. SNOW REMOVAL AND ICE CONTROL STANDARDS FOR PRIVATE ROADS.

"Regular snow removal and ice control service" shall mean that snow shall be cleared from the roadway to a minimum width of eighteen feet (18') within a period of sixteen (16) hours from the end of each snow storm which deposits an accumulation of four inches (4") of snow or more. It shall be unlawful to permit an accumulation of more than four inches (4") of snow to remain on private roadways for more than sixteen (16) hours after the end of the storm. Ice must be removed to bare pavement or treated with sand, salt, or ice melt.

7.06.104 REMOVAL OF ALL OBSTRUCTIONS FROM ROADWAYS.

It is the responsibility of all property owners to remove trash containers from public roadways during or prior to snow events so as to not interfere with the Town's snow removal efforts.

7.06.105. SNOW STORAGE ON SITE.

It is the duty of all private property owners and homeowner associations to make arrangements for the onsite storage of snow, which has accumulated on such property or properties owned or under their control. All private property owners and homeowner associations, and their employees, agents, and contractors, shall confine the accumulated snow to the property owned or under their control or to another property with that owner's express written consent. The Town is not responsible for removal of accumulated snow from private drives or other private property.

7.06.106. UNLAWFUL TO DEPOSIT SNOW IN PUBLIC WAY.

It shall be unlawful for any private property owner or homeowners association to haul, push, blow, or otherwise deposit snow onto the traveled portion of any public roadway.

7.06107. TRAVELED PORTION DEFINED.

As used in this Chapter, the term "traveled portion of any public roadway" shall mean and refer to that portion of the public right-of-way that is paved and maintained for

vehicular or pedestrian traffic. It shall not include the portions of the right-of-way outside of the paved area, and it shall not be a violation of this Chapter for any property owner or homeowner association to place accumulated snow within the non-traveled portion of the public right-of-way.

7.06.108. PRIVATE SNOW REMOVAL ON PUBLIC STREETS.

It shall be the duty of every homeowner association, corporation, partnership, or other entity having the responsibility for snow removal on a public street pursuant to any applicable plat restriction, conditional use approval or other permit or agreement with the Town, and the duty of every owner of property abutting on and provided access from such public roadway to provide regular and adequate snow removal service on those public roadways according to the regular and adequate snow removal and ice control service standards detailed in Section 7.06.103.

7.06.109. FAILURE TO REMOVE SNOW FROM PUBLIC STREETS.

In the event the private party or parties responsible for private snow removal on public roadways, as provided in Section 7.05.108, fail to remove snow to the required standards of Section 7.05.103, the Town may, at its discretion, perform the snow removal necessary to achieve the required standards and obtain reimbursement of its snow removal costs (including administrative fees) from the responsible party or parties.

7.06.110. SIDEWALKS TO BE CLEARED.

It shall be the duty of every property owner and homeowners association (where snow removal is the responsibility of the homeowners association) to remove snow from City sidewalks at the perimeter of such owner's or association's property within a period of sixteen (16) hours from the end of each snow storm which deposits an accumulation of four inches (4") of snow or more. It shall be unlawful to permit an accumulation of more than four inches (4") of snow to remain on the sidewalk for more than sixteen (16) hours after the end of the storm. In addition, ice shall be removed to bare pavement or made as level as possible and treated with salt, ice melt, sand, or similar material.

7.06.111. FIRE HYDRANTS TO BE UNCOVERED.

It shall be the duty of every property owner and homeowners association (where snow removal is responsibility of the homeowners association) to mark, uncover, and remove accumulated snow and from, over and around fire hydrants located on such property. The hydrants shall be uncovered for a distance of not less than three feet (3') on all sides so the hydrants are accessible for emergency use. Hydrants shall be uncovered within sixteen (16) hours after the end of the storm.

7.06.112. HYDRANT LOCATIONS TO BE MARKED.

All fire hydrants on private street systems shall be marked with a minimum six (6) foot pole or other sign by the private property owner. The marker should extend well above

the normally anticipated depth of accumulated snow so the location of the hydrant can be readily determined during periods when it is covered.

7.06.113. UNLAWFUL TO REMOVE MARKERS.

It shall be unlawful to remove or destroy the hydrant markers on either public or private roadways.

7.06.114. IMPROVEMENTS INSTALLED AT OWNER'S RISK.

The Town shall have no liability for damage to sprinklers, mailboxes, lights, communications equipment, trees, shrubs, or other improvements installed in the Town's right of way.

7.06.115. DAMAGE TO IMPROVEMENTS.

The Town will not assume any liability for damage to improvements or landscaping in the public rights-of-way which results from snow removal and ice control activity.

7.06.116. FLAGGING IMPROVEMENTS.

Owners of improvements within the right-of-way are requested to flag the location of improvements (during winter months). This request shall not be construed as a waiver or abandonment by the Town of the right-of-way or an acceptance by the Town of liability for damage to improvements within the right-of-way (whether or not marked). If flagged, flags must be removed once ongoing snow removal and ice control activities have completed for the season.

7.06.117. PENALTIES.

Any person convicted of a violation of this chapter is subject to a \$200.00 fine plus any costs incurred by the Town.

7.06.118 RESERVED.

7.06.119 DAMAGES TO SNOW REMOVAL EQUIPMENT.

If the Town's Snow removal equipment is damaged during the snow removal process and the damage is caused by construction equipment or debris, the builder or developer responsible for such construction equipment or debris is liable for the damages. The Town can use any performance bond to cover the expenses related to fixing the equipment and any rental charges needed to main the snow removal and ice control standards listed in 7.06.103.

7.06.120 DAMAGE TO VEHICLES DURING SNOW REMOVAL.

The Town is not liable if a vehicle is parked on the roadway during snow removal. Since the vehicle is parked in violation with the ordinance above, the owner of the vehicle will bear all vehicle repair, rental etc. costs and in addition, if the town equipment is

damaged in anyway the owner of the vehicle will reimburse the town for all repair costs and rental costs if needed to continue snow removal while the repairs are performed.

ATTACHMENT A

Title 6 Motor Vehicles and Traffic, Chapter 8 Stopping, Standing and Parking

6.08.107. WINTER SEASON LIMITATIONS.

Notwithstanding the foregoing general parking regulations, there shall be additional regulations which apply during the winter season to facilitate snow removal, ice control, and to facilitate emergency access during the winter months. The winter seasonal regulations shall apply from October 31 to April 15.

The special winter regulations are as follows:

(A) It shall be unlawful to park or leave unattended any vehicle in a roundabout, cul-de-sac or dead end. Construction and delivery vehicles are included under this provision.

(B) It shall be unlawful to park construction vehicles within thirty (30) feet of an intersection or blind curve.

(C) It shall be unlawful to park any vehicle in a manner that obstructs snow removal or ice control by failing to leave adequate room for passage of plows and/or other removal equipment. Construction and delivery vehicles are included under this provision

(D) Employees of Hideout are hereby authorized to remove or have removed at their discretion any vehicle or obstruction found on a street in violation of this section. Any person who parks, leaves or deposits any such vehicle or other obstruction, shall be liable for all removal and impoundment costs (including Town administrative costs). The Town shall not be responsible for injury and/or damage claims related to snow removal services.

Title 7 Public Ways and Property

Chapter 6 Snow Removal (New Chapter to be added)

SNOW REMOVAL AND ICE CONTROL POLICY Snow Removal and Ice Control Policy Established. Users of the streets and roads of the Town (hereinafter referred to as “public roadways”) shall exercise caution and drive with care at all times, and particularly during adverse weather conditions, recognizing that driving at the posted or otherwise lawful speed limit may not be possible at all times. When a snowfall event occurs, the following snow removal and ice control provisions will be in effect.

7.06.101. SNOW REMOVAL PRIORITIES FOR PUBLIC ROADWAYS.

Snow removal is provided for public roadways on a priority basis. Plowing priority is given first to arterial and collector streets, followed by secondary and residential streets and finally cul-de-sacs.

7.06.102. PRIVATE ROADWAYS: DUTY TO REMOVE SNOW.

It shall be the duty of every homeowners association (HOA), property owner, corporation, partnership, or other entity having control over a private roadway system within the Town, and the owners of properties abutting such private roadways which are provided access from those streets, to provide regular snow removal and ice control service on those private roadways in accordance with the standards established in Section 7.05.103.

7.06.103. SNOW REMOVAL AND ICE CONTROL STANDARDS FOR PRIVATE ROADS.

"Regular snow removal and ice control service" shall mean that snow shall be cleared from the roadway to a minimum width of eighteen feet (18') within a period of sixteen (16) hours from the end of each snow storm which deposits an accumulation of four inches (4") of snow or more. It shall be unlawful to permit an accumulation of more than four inches (4") of snow to remain on private roadways for more than sixteen (16) hours after the end of the storm. Ice must be removed to bare pavement or treated with sand, salt, or ice melt.

7.06.104 REMOVAL OF ALL OBSTRUCTIONS FROM ROADWAYS.

It is the responsibility of all property owners to remove trash containers from public roadways during or prior to snow events so as to not interfere with the Town's snow removal efforts.

7.06.105. SNOW STORAGE ON SITE.

It is the duty of all private property owners and homeowner associations to make arrangements for the onsite storage of snow, which has accumulated on such property or properties owned or under their control. All private property owners and homeowner associations, and their employees, agents, and contractors, shall confine the accumulated snow to the property owned or under their control or to another property with that owner's express written consent. The Town is not responsible for removal of accumulated snow from private drives or other private property.

7.06.106. UNLAWFUL TO DEPOSIT SNOW IN PUBLIC WAY.

It shall be unlawful for any private property owner or homeowners association to haul, push, blow, or otherwise deposit snow onto the traveled portion of any public roadway.

7.06107. TRAVELED PORTION DEFINED.

As used in this Chapter, the term "traveled portion of any public roadway" shall mean and refer to that portion of the public right-of-way that is paved and maintained for vehicular or pedestrian traffic. It shall not include the portions of the right-of-way outside of the paved area, and it shall not be a violation of this Chapter for any property owner or homeowner association to place accumulated snow within the non-traveled portion of the public right-of-way.

7.06.108. PRIVATE SNOW REMOVAL ON PUBLIC STREETS.

It shall be the duty of every homeowner association, corporation, partnership, or other entity having the responsibility for snow removal on a public street pursuant to any applicable plat restriction, conditional use approval or other permit or agreement with the Town, and the duty of every owner of property abutting on and provided access from such public roadway to provide regular and adequate snow removal service on those public roadways according to the regular and adequate snow removal and ice control service standards detailed in Section 7.06.103.

7.06.109. FAILURE TO REMOVE SNOW FROM PUBLIC STREETS.

In the event the private party or parties responsible for private snow removal on public roadways, as provided in Section 7.05.108, fail to remove snow to the required standards of Section 7.05.103, the Town may, at its discretion, perform the snow removal necessary to achieve the required standards and obtain reimbursement of its snow removal costs (including administrative fees) from the responsible party or parties.

7.06.110. SIDEWALKS/STAIRWAYS TO BE CLEARED.

It shall be the duty of every property owner and homeowners association (where snow removal is the responsibility of the homeowners association) to remove snow from City sidewalks at the perimeter of such owner's or association's property within a period of sixteen (16) hours from the end of each snow storm which deposits an accumulation of four inches (4") of snow or more. It shall be unlawful to permit an accumulation of more than four inches (4") of snow to remain on the sidewalk for more than sixteen (16) hours after the end of the storm. In addition, ice shall be removed to bare pavement or made as level as possible and treated with salt, ice melt, sand, or similar material.

7.06.111. FIRE HYDRANTS TO BE UNCOVERED.

It shall be the duty of every property owner and homeowners association (where snow removal is responsibility of the homeowners association) to mark, uncover, and remove accumulated snow and from, over and around fire hydrants located on such property. The hydrants shall be uncovered for a distance of not less than three feet (3') on all sides so the hydrants are accessible for emergency use. Hydrants shall be uncovered within sixteen (16) hours after the end of the storm.

7.06.112. HYDRANT LOCATIONS TO BE MARKED.

All fire hydrants on private street systems shall be marked with a minimum six (6) foot pole or other sign by the private property owner. The marker should extend well above the normally anticipated depth of accumulated snow so the location of the hydrant can be readily determined during periods when it is covered.

7.06.113. UNLAWFUL TO REMOVE MARKERS.

It shall be unlawful to remove or destroy the hydrant markers on either public or private roadways.

7.06.114. IMPROVEMENTS INSTALLED AT OWNER'S RISK.

The Town shall have no liability for damage to sprinklers, mailboxes, lights, communications equipment, trees, shrubs, or other improvements installed in the Town's right of way.

7.06.115. DAMAGE TO IMPROVEMENTS.

The Town will not assume any liability for damage to improvements or landscaping in the public rights-of-way which results from snow removal and ice control activity.

7.06.116. FLAGGING IMPROVEMENTS.

Owners of improvements within the right-of-way are requested to flag the location of improvements (during winter months). This request shall not be construed as a waiver or abandonment by the Town of the right-of-way or an acceptance by the Town of liability for damage to improvements within the right-of-way (whether or not marked). If flagged, flags must be removed once ongoing snow removal and ice control activities have completed for the season.

7.06.117. Penalties.

Any person convicted of a violation of this chapter is subject to a \$200.00 fine plus any costs incurred by the Town.

7.06.118 Reserved.

7.06.119 Damages to Snow Removal Equipment

If the Town's Snow removal equipment is damaged during the snow removal process and the damage is caused by construction equipment or debris, the builder or developer responsible for such construction equipment or debris is liable for the damages. The Town can use any performance bond to cover the expenses related to fixing the equipment and any rental charges needed to maintain the snow removal and ice control standards listed in 7.06.103.

7.06.120 Damage to Vehicles During Snow Removal

The town is not liable if a vehicle is parked on the roadway during snow removal. Since the vehicle is parked in violation with the ordinance above, the owner of the vehicle will bear all vehicle repair, rental etc. costs and in addition, if the town equipment is damaged in anyway the owner of the vehicle will reimburse the town for all repair costs and rental costs if needed to continue snow removal while the repairs are performed.