



HIDEOUT, UTAH TOWN COUNCIL MEETING

November 19, 2019

AMENDED 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 Tuesday, November 19, 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 and Pledge of Allegiance
- II. Roll Call
- III. Approval of Council Minutes
 1. October 10, 2019 Draft Regular Meeting Minutes
 2. November 11, 2019 Draft Special Meeting Minutes
- IV. Agenda Items
 1. [Approval of October premium payment for Public Employee Health Plan \(PEHP\)](#)
 2. Continued Public Hearing - Discussion Regarding the Snow Removal Ordinance Due to Additional Suggested Revisions to the Ordinance
 3. Continued Public Hearing - Possible Adoption of an Impact Facilities Plan
 4. Public Hearing - Community Development Block Grant (CDBG) Program and Possible Applications
 5. Discussion and Possible Approval of Resolution 2019-15, Adopting the Mountainland Pre-Disaster Hazard Mitigation Plan
 6. Discussion and Possible Approval of a Franchise Agreement Between the Town of Hideout and Utopia Fiber Regarding Construction Access for Telecommunications Infrastructure
 7. Wes Bingham - 2019-2020 Budget: First Quarter Status Update
 8. Presentation and Discussion Regarding the Master Plan from P.O.S.T. (Parks, Open Space and Trails Committee)
- V. Closed Executive Session – Discussion of pending or reasonably imminent litigation, personnel matters, and/or sale or acquisition of real property as needed
- VI. 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 11/18/19

1
2 HIDEOUT, UTAH
3 10860 N. Hideout Trail
4 Hideout, UT 84036
5 TOWN COUNCIL MEETING
6 October 10, 2019
7 6:00 p.m.
8

9 TOWN COUNCIL REGULAR MEETING
10

11 **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

12 Mayor Rubin called to order the meeting of the Town Council of the Town of Hideout at
13 approximately 6:02 p.m. on October 10, 2019 at 10860 N. Hideout Trail, Hideout, Utah, and
14 led the Pledge of Allegiance.

15 **II. ROLL CALL**

16 **Town Council Members Present:**

17
18 Mayor Philip Rubin
19 Council Member Chris Baier
20 Council Member Jim Wahl
21 Council Member Kurt Shadle
22 Council Member Jim Wahl (by telephone)

23 **Absent:** Council Member Dean Heavrin

24 **Staff Present:** Town Clerk Allison Lutes
25 Public Works Kent Cuillard
26 Town Treasurer Wes Bingham

27 Others Present: Jerry Dwinell, Cameron Brown, Gino Venturi, Paul Watson, Phil Plumb,
28 Melyssa Davidson, and others who did not sign in or whose names were illegible.

29 **III. Approval of Council Minutes: June 27, 2019, September 5, 2019; and September**
30 **12, 2019**

31 *Council Member Shadle moved to approve the of June 27, 2019 Regular Meeting Minutes.*
32 *Council Member Baier made the second. Voting Aye: Council Members Baier, Shadle and*
33 *Wahl. Voting Nay: None. The motion carried.*

34 Mayor Rubin noted that prior to this evening's meeting, he instructed the Clerk to make the
35 following edit to the September 5 minutes: page 5, lines 32 and 37, insert Nate Brockbank.

36 *Council Member Baier moved to approve the of September 5, 2019 Regular Meeting*
37 *Minutes. Council Member Shadle made the second. Voting Aye: Council Members Baier,*
38 *Shadle and Wahl. Voting Nay: None. The motion carried.*

39 With respect to the September 12 minutes, Mayor Rubin indicated he instructed the Clerk to
40 insert the time for adjournment of the meeting, 10:52 p.m.

1 Council Member Shadle moved to approve the of September 12, 2019 Regular Meeting
2 Minutes. Council Member Baier made the second. Voting Aye: Council Members Baier,
3 Shadle and Wahl. Voting Nay: None. The motion carried.
4

5 **IV. AGENDA ITEMS**

6 7 **1. David Church, Utah League of Cities and Towns - Discussion on What** 8 **Hideout Needs to do as a Municipality as it Moves from Town to City** 9

10 Mayor Rubin introduced David Church, attorney with Utah League of Cities and Towns
11 (ULCT) who would be discussing what changes the Town would expect as it transitions
12 from town to city.

13 Mr. Church explained that Utah municipalities are classified into six different classes by
14 population. Once the population of a town exceeds 1000, and the Lieutenant Governor
15 becomes aware of it via census or biennial population estimate, then a certificate is sent to
16 the municipality notifying of its designation as a city of the fifth class.

17 Mr. Church advised that moving up into classification would not provide the new city with
18 more authority to do certain things, however it would change some of the financial
19 regulations imposed by the state auditor. Towns and cities operate under different uniform
20 fiscal procedures acts, and a city budget is longer and more complicated than that of a town.
21 The other big difference Mr. Church highlighted involves the "rainy day" fund, by which a
22 town can accumulate up to 75% of their total revenue of the general fund in an unallocated
23 fund for the fiscal year. Cities, on the other hand can only accumulate 25% and must retain
24 at least 5% in the "rainy day" fund. Most cities transfer those accumulated funds to a capital
25 improvements fund.

26 Mr. Church explained that the form of government would not change when the town
27 becomes a city. The clerk would become the recorder, however the duties would remain the
28 same, and a treasurer would still be required in a city. It was noted that Hideout town
29 currently has a six-member council, rather than the five-member council Mr. Church
30 advised should have been formed, however once the town becomes a city, the council
31 configuration will not change.

32 Other city requirements Mr. Church outlined included the following: a procurement policy;
33 monthly financial summary and detailed quarterly reports (using required forms), and an
34 annual report to be filed with the auditor's office. Further, with respect to building, cities
35 require building inspections within 3 business days. Cities have a more stringent nepotism
36 law. As part of their general plan, cities are required to adopt a moderate-income housing
37 element.

38 Finally, Mr. Church stated the name of the town would not be required to change once
39 Hideout becomes a city.
40

41 **2. Approval of Bills to be Paid**

42
43 Mayor Rubin lead a short discussion to identify some of the larger expenses on the report,
44 including one-time annual payments. Mr. Rubin noted he was scheduled to meet on October

1 11 with Wes Bingham to discuss the budget and address the ongoing Town costs, which
2 were anticipated to be lower than they had been due to certain one-time costs. Additionally,
3 the Mayor would be leading a discussion on the agenda this evening concerning increasing
4 Town fees and rates to reduce the burden on the Town's General Fund that had been used to
5 absorb shortfalls. Further, the Mayor indicated they could move some funds from the
6 Enterprise Fund to the General Fund if required.

7 *Council Member Shadle moved to approve the payment of the bills as set out in this*
8 *evening's report. Council Member Baier made the second. Voting Aye: Council Members*
9 *Baier, Shadle and Wahl. Voting Nay: None. The motion carried.*

10
11 **3. Public Hearing - Consideration and Possible Approval of an Application for**
12 **a Preliminary Plan Approval for the Venturi Subdivision, Located at**
13 **Approximately 11378 N. Shoreline Dr., Hideout, UT**

14
15 Planning Commission Chairman Jerry Dwinell explained that the Commission conditionally
16 approved the application to create two lots from one parcel, on the condition the applicant
17 provide the will serve letters prior to submission of the final plan. The lots are located near
18 Shoreline at the end of Phase 1. A short discussion with Mr. Venturi's realtor, Jeremy
19 Wilson followed regarding real estate signs and what is allowed in Hideout. Mayor Rubin
20 advised Mr. Wilson to check with Melyssa Davidson, counsel for the HOA, on allowed
21 signs.

22 Jerry Dwinell advised this is a preliminary plan, so the drawing requirements are not fully
23 detailed at this stage; building envelopes would still be required on the final plan. Further,
24 Mr. Dwinell commented the lots could not be listed for sale until the final plat is recorded,
25 and until the final plan is approved, the final plat cannot be recorded. Council Member Baier
26 noted it would require two more meetings once the final application is submitted: one with
27 the Planning Commission, the other with the Town Council. Mr. Dwinell confirmed there
28 were several additional engineering requirements to be satisfied before finalizing the plat.
29 He stated the fire department provided their report and no issues were found. Application
30 for final details all the requirements. Mr. Dwinell stated the final application lays out all of
31 the requirements for the applicant and could be obtained through the Town office. He also
32 advised Mr. Venturi that the earliest the Planning Commission could hear his final
33 application would be the November meeting, followed by the December Town Council
34 meeting.

35 At 7:52 p.m., Mayor Rubin opened the public hearing. With no comments forthcoming, the
36 Mayor closed the hearing.

37 *Council Member Shadle moved to approve the Venturi Subdivision Preliminary Application.*
38 *Council Member Baier made the second. Voting Aye: Council Members Baier, Wahl and*
39 *Shadle. Voting Nay: None. The motion carried.*

40 **4. Public Hearing - Consideration and Possible Approval of an Application for**
41 **a Preliminary Plan Approval for the Plumb Subdivision, Consisting of**
42 **Approximately 3.79 Acres Located on Longview Dr., Hideout, UT.**

43
44 Jerry Dwinell explained that the subject property, consisting of four lots, sits adjacent to

1 Silver Sky at the dead end of Longview. The Planning Commission approved a rezone in
2 March, and in September the commission heard and approved the preliminary plan with the
3 following first group of conditions: 1) concerning their designated detention pond, the
4 Commission wanted to ensure it included a landscape plan, specifying who would be
5 charged with its maintenance, e.g. the Master HOA, a sub-HOA, the landowners, a the lot
6 owner or the Town; 2) the plan needed to depict a dedicated snow storage allocation [Mr.
7 Dwinell confirmed the plan submitted on October 9 does include that] and 3) a statement
8 from the Town Engineer stating there were no water runoff issues from the upslope
9 developments, and the snow runoff would not be problematic as the snow melts from the
10 designated snow storage area.

11 Mr. Dwinell then recounted the Planning Commission's next condition relating to the
12 emergency access road extending to the north. The fire district requested it be paved, while
13 Plumb's drawings indicated it would be gravel. The Planning Commission felt it would not
14 be necessary to pave it at this time, however if it becomes a through road, then it would be
15 necessary to pave, gutter and curb it. Discussion arose regarding the Council's opposition to
16 Longview becoming a paved through road. Mr. Dwinell stated the decision regarding what
17 the street becomes could be deferred until the road connects to something.

18 Mayor Rubin shared input he received from Town Attorney Dan Dansie, who was not
19 present this evening: 1) the agreed upon deed restriction has not been recorded yet; 2) the
20 Town will need an agreement that once it's in, Plumb will title the roads and the right-of-
21 way to the Town; and 3) Plumb will need to determine whether its development is situated
22 in the master development area and therefore subject to the HOA oversight, or if not, then
23 the Town will need a Master Development Agreement that addresses building heights,
24 materials, etc. Phil Plumb commented they would go with the HOA. He further indicated he
25 was working on the will serve letters.

26 A short discussion ensued with Paul Watson, Project Engineer for Plumb concerning
27 setbacks. T-O Engineers had indicated a 60-foot setback was required. Jerry Dwinell didn't
28 know where that requirement originated, as he believed it was a 25-foot requirement,
29 consistent with other homes in the area. Council Member Shadle and Mayor Rubin agreed
30 the setback for homes in the Plumb development should look like others in the
31 neighborhood, with a 25-foot set back. Mr. Watson confirmed the proposed pond was a
32 detention pond and they would landscape it.

33
34 Jerry Dwinell clarified that the proposed plan included two different building envelopes.
35 One or the other would be used in the final, and not both on those four lots.

36 At 7:13 p.m., Mayor Rubin opened the meeting for public input. Melyssa Davidson,
37 attorney for the master association, requested a plat note be inserted concerning the two
38 building envelopes and the "either or" status mentioned earlier, to make it easier on the
39 design review committee. Also, she asked that the detention area be marked as subject to the
40 drainage easement and nothing could be built there. Mr. Watson agreed to do so.

41 With no further comments, Mayor Rubin closed the public hearing.

42 A short discussion ensued regarding the status of Shoreline Phase 3 (to date, nothing had
43 been submitted), and trail access.

1 Mr. Plumb acknowledged their plan to develop the lots as improved, ready to build parcels..
2 Regarding the snow storage area, it was indicated the Town Engineer would need to
3 determine whether natural vegetation would suffice, or whether a hard gravel surface would
4 be necessary. Melyssa Davidson felt it best if the gravel was a requirement so the HOA
5 would not be subject to a covenant to maintain the natural vegetation.

6 Discussion then ensued with Melyssa Davidson regarding the natural vegetation and the
7 HOA's oversight and enforcement of the rules. Ms. Davidson asked that she or Will Pratt be
8 notified of any issues regarding unsightly vegetation, because they wanted the area to look
9 attractive and they would address those issues.

10 *Council Member Shadle moved to approve the Preliminary Application of Plumb, with the*
11 *condition that the emergency fire access road remains a gated, gravel road, and the*
12 *Planning Commission provides final guidance on the setbacks and the requirements*
13 *concerning the detention pond. Council Member Baier made the second. Voting Aye:*
14 *Council Members Baier, Wahl and Shadle. Voting Nay: None. The motion carried.*

15
16 **5. Continued Public Hearing - Discussion Regarding the Snow Removal**
17 **Ordinance Due to Additional Suggested Revisions to the Ordinance**
18

19 Discussion focused on the 16-hour window of time within which to clear snow stated in the
20 current draft of the ordinance, and the Council's opinion that it was excessive. The Council
21 made the decision to defer this agenda item until the next meeting so they could further
22 review the draft and consult with Town Attorney Dan Dansie.
23

24 **6. Continued Public Hearing - Possible Adoption of an Impact Facilities Plan**
25

26 Mayor Rubin explained this item would be deferred until the next meeting, because
27 although the plan had been sent to the developers, there was not enough time to receive
28 feedback. He also stated he would send the plan to the Council in the interim.
29

30 *Council Member Baier moved to continue this agenda item to the November 14 meeting.*
31 *Council Member Shadle made the second. Voting Aye: Council Members Baier, Shadle and*
32 *Wahl. Voting Nay: None. The motion carried.*
33

34 **7. Discussion Regarding a Proposal to Increase Building Permit Fees as well as**
35 **Reconfirming Civil Fees**
36

37 Mayor Rubin explained the fee schedule had not been revised since 2016 and it was now
38 necessary to increase them, due to increases in materials, labor and support staff expenses.

39 The Mayor then walked through the proposed resolution and summarized increases as
40 follows:

- 41 • Building permit fees (residential and commercial): 50% increase
- 42 • Frontage security deposit: \$30 per square foot
- 43 • Development fees: double prior fees plus costs
- 44 • General Plan amendment: \$7,000 plus costs

- 1 • Annexation: \$5,000 (petitions in excess of 40 acres); \$3,000 (petitions less than 40
- 2 acres) [Jerry Dwinell inquired whether those fees would apply if the Town were to
- 3 solicit an entity to annex. Mayor Rubin believed it was addressed in the document,
- 4 but he would confirm.]
- 5 • Sign review fee: \$150 plus costs
- 6 • Special meeting fee: \$500.00 (includes both Planning Commission and Town
- 7 Council special meetings)
- 8 • Permit to work in Town public right-of-way: \$2,000 for crossing the street and
- 9 \$5,000 for every 100 feet of parallel work.
- 10 • Business licenses: will be based on an average of fees charged by Summit and
- 11 Wasatch Counties.
- 12 • Town Hall rental fees: \$100 (resident) \$150 (non-resident)
- 13 • GRAMA fees for copies: will be based on an average of fees charged by Summit
- 14 and Wasatch Counties.
- 15 • Penalties and fees – code violations daily fee: \$200
- 16 • Fees for major infractions, e.g. water theft, open fires will be per the published fee
- 17 schedule for named infractions
- 18 • Water fees: will be updated to reflect the new rates passed in July 2019. (Council
- 19 Member Shadle queried regarding the irrigation fees and the fact that they were not
- 20 in line with fees assessed to others. He offered to work on the issue with Vytas
- 21 Rupinskas.)
- 22 • Sewer impact fees: will be amended to reflect current JSSD fees
- 23 • Sewer connection and inspection fees: \$400; \$40 administrative fee
- 24 • Sewer monthly fee: \$28.60
- 25 • Storm drain fee: \$6

26 A short discussion followed concerning the methodology and assumptions used in
 27 calculating the new fees.

28 *Council Member Shadle moved to authorize the Mayor to adjust the fee and rate schedule*
 29 *as outlined in this evening’s presentation and to use his best judgment on those areas where*
 30 *additional research is required and to sign the finalized resolution. Council Member Baier*
 31 *made the second. Voting Aye: Council Members Wahl, Baier and Shadle. Voting Nay: None.*
 32 *The motion carried.*

33 Following the vote, Mayor Rubin advised the Council of a uniform fee and bail schedule
 34 that applies to the State of Utah from which he extracted certain fees that may be applicable
 35 to the Town. Discussion followed concerning enforcement of infractions. Kent Cuillard
 36 commented it was every resident’s obligation to keep everyone safe, and recommended
 37 calling Wasatch County to lodge a complaint if one witnesses a violation. It was agreed the
 38 Council would need to address law enforcement coverage in the Town, when the budget
 39 permits.

1 **8. Presentation of the Master Plan from P.O.S.T. (Parks, Open Space and**
2 **Trails Committee)**

3
4 This item will be heard at the next meeting.

5
6 **9. Public Input - Floor Open for Any Attendee to Speak**

7
8 Mayor Rubin opened the floor for public input. With no comments forthcoming, the Mayor
9 closed the public input portion of the meeting.

10
11 **IX. MEETING ADJOURNMENT**

12 *Council Member Shadle moved to adjourn the meeting. Council Member Baier made the*
13 *second. Voting Aye: Council Members Wahl, Baier and Shadle. Voting Nay: None. The*
14 *motion carried.*

15
16 The meeting was adjourned at 8:17 p.m.

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21 _____
22 Allison Lutes, Town Clerk

Item Attachment Documents:

2. November 11, 2019 Draft Special Meeting Minutes

1
2 HIDEOUT, UTAH
3 10860 N. Hideout Trail
4 Hideout, UT 84036
5 TOWN COUNCIL MEETING
6 November 12, 2019
7 6:00 p.m.
8

9 TOWN COUNCIL SPECIAL MEETING

10
11 **I. CALL TO ORDER**

12 Mayor Rubin called to order the special meeting of the Town Council of the Town of
13 Hideout at approximately 6:05 p.m. on November 12, 2019. The meeting was held
14 telephonically.

15 **II. ROLL CALL**

16 **Town Council Members Present:**

17
18 Mayor Philip Rubin
19 Council Member Chris Baier
20 Council Member Kurt Shadle
21 Council Member Hanz Johansson

22 **Absent:** Council Member Dean Heavrin
23 Council Member Jim Wahl

24 **III. Review of October Bills to be Paid**

25 Mayor Rubin asked if any of the Council members had questions. Council Member Shadle
26 suggested that the Town look into State resources for future winters as it may offer preferred
27 rates on leasing or buying equipment. The Mayor agreed and stated he would ask Public Works
28 to pursue this for the next season.
29

30 Councilwoman Baier requested a breakdown of expenses from Tech Logic. The Mayor said he
31 would ask the Town Administrator (Jan McCosh) to provide the requested information. Ms.
32 Baier also asked whether the charges for the Pelorus software program were monthly, quarterly
33 or annual. The Mayor responded he would have Ms. McCosh provide that information as well.
34

35 There were no further questions or comments regarding the bills.
36

37 *Council Member Shadle moved to approve the October bills for payment. Council Member Baier*
38 *made the second. Voting Aye: Council Members Baier, Shadle and Johansson. Voting Nay:*
39 *None. The motion carried.*
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IV. MEETING ADJOURNMENT

Council Member Baier moved to adjourn the meeting. Council Member Johansson made the second. Voting Aye: Council Members Baier, Shadle and Johansson. Voting Nay: None. The motion carried.

The meeting was adjourned at 6:15 p.m.

Allison Lutes, Town Clerk

DRAFT

Item Attachment Documents:

2. Continued Public Hearing - Discussion Regarding 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.X107. 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 ~~ordinance~~ 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 56 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.

7.506.101. 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.

7.506.102. 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.

7.506.103. 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 ~~eight-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 ~~eight-sixteen (816)~~ hours after the end of the storm. ~~In addition~~ Ice must be removed to bare pavement or treated with sand, salt, or ice melt. (as needed and available) shall be applied when hazardous ice or slippery conditions on public roadways exist. Sanding is generally done at problem locations on paved roadways, including intersections, curves and hills.

7.506.104 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 ~~adverse weather~~snow events so as to not interfere with the Town's snow removal efforts.

7.506.105. 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 ~~expressed~~ written consent. The Town is not responsible for removal of accumulated snow from private drives or other private property.

7.506.106. UNLAWFUL TO DEPOSIT SNOW IN PUBLIC WAY.

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

7.065-107. 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.

7.506.108. 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.

7.506.109. 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.

7.506.110. SIDEWALKS/STAIRWAYS TO BE CLEARED.

It shall be the duty of every property owner and home-owners association (where snow removal is ~~their~~ the responsibility of the homeowners association) to ~~clear~~ remove snow from City the sidewalks ~~and stairways~~ at the perimeter of ~~their~~ such owner's or association's property ~~from accumulation of snow 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 ~~eight sixteen (816)~~ eight sixteen (816) hours ~~at a time 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.

7.506.111. FIRE HYDRANTS TO BE UNCOVERED.

It shall be the duty of every property owner and home-owners association (where snow removal is ~~their~~ 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 ~~forty eight sixteen (4816)~~ forty eight sixteen (4816) hours ~~of the time they are buried by snow or snowplow after the end of the storm~~.

7.506.112. 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.

7.506.113. UNLAWFUL TO REMOVE MARKERS.

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

7.506.114. 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.

7.506.115. 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.

7.506.116. FLAGGING IMPROVEMENTS.

Owners of improvements within the right-of-way are requested to flag the location of improvements (during winter months), ~~and to the extent it is reasonable to do so, Town snow removal efforts will avoid flagged areas.~~ 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 ~~encroachments that are hidden with snow~~ 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.

7.506.117. Penalties.

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

7.506.118 ~~New Developments Reserved.~~

~~The Town will only takeover Snow Removal and Ice Control responsibility of new public roadways when the town is decided the roadway and when 50% of the development phase has received a certificate of occupaney. Before both of these occurrences the developer has the responsibility for snow removal and ice control.~~

7.506.119 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 ~~T~~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.~~065~~.103.

7.506.120 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.

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Item Attachment Documents:

3. Continued Public Hearing - Possible Adoption of an Impact Facilities Plan

OCTOBER

20
19

HIDEOUT
TOWN

CAPITAL IMPROVEMENTS PLAN
INCLUDING

IMPACT FEE FACILITIES PLAN
IMPACT FEE ANALYSIS

HORROCKS

ENGINEERS

A REASONABLE PLAN
FOR THE FUTURE OF HIDEOUT

Impact Fee Facilities Plan Certification Page

I certify that the attached impact fee facilities plan:

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

Brent R. Ventura, P.E.

Impact Fee Analysis Certification Page

I certify that the attached impact fee analysis:

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

Brent R. Ventura, P.E.

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Demographics

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

Water

This study identifies the **City's** existing water system and its cost. The culinary water infrastructure has been constructed to meet projected future needs while maintaining Hideout's **current LOS**. Existing water infrastructure costs are discussed in Chapter 3 and have been identified as \$2,239,051.

Transportation

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

Storm Water

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

Sewer

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

Impact Fee Plan

This study has identified a combined cost of \$17,482,476 in project and system improvements installed by the Master Developer. Improvements determined to be "project improvements", as defined by state law, cannot be included in impact fee calculations. In addition, not all of the "system improvements" are eligible for inclusion in the Impact Fee Plan and Impact Fee Analysis because some were funded by alternate sources and some that would otherwise be considered system improvements have not been dedicated to the public and, therefore, are not included in the impact fee calculation. This study identifies \$7,740,330 in impact fee eligible system improvements.

Impact Fee Analysis

Impact fees have been calculated based on a reasonable plan. Impact fees are based on service areas where services are provided. Finance charges have been applied to each element considered financing over twenty years at six percent. Although Hideout is not required to enact impact fees exactly as outlined in this study, under state law it may not impose fees higher than what is recommended. Following are the recommended fees that correlate to the \$7,740,330 of system improvements that are eligible for reimbursement across the service areas.

EXECUTIVE SUMMARY

Element/Service Area	Units	Impact Fee
Water	ERC	
WSA1		\$1,320
WSA2		\$0
Transportation	ERC	
All units		\$3,675
Storm Drain	ERC	
SDSA1		\$5,380
SDSA2		\$3,945
SDSA3		\$0
Sewer	ERC	
SSA1		\$1,240
SSA2		\$1,220

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

Subdivision	Water	Roads	Storm Drain	Sewer	Total Impact Fee
ADA LLC	\$1,320	\$3,675	\$0	\$1,220	\$6,215
Apartments at Deer Mountain	\$0	\$3,675	\$0	\$0	\$3,675
Deer Springs (tentative)	\$0	\$3,675	\$0	\$0	\$3,675
Deer Waters	\$0	\$3,675	\$0	\$0	\$3,675
Forevermore	\$1,320	\$3,675	\$5,380	\$1,220	\$11,595
Glistening Ridge	\$1,320	\$3,675	\$5,380	\$1,220	\$11,595
Golden Eagle	\$0	\$3,675	\$0	\$1,220	\$4,895
KLAIM	\$0	\$3,675	\$0	\$0	\$3,675
New Town Center	\$1,320	\$3,675	\$3,945	\$1,220	\$10,160
Overlook Village	\$1,320	\$3,675	\$3,945	\$1,220	\$10,160
Perch (The Settlement)	\$1,320	\$3,675	\$3,945	\$1,220	\$10,160
Plumb	\$1,320	\$3,675	\$3,945	\$1,220	\$10,160
Reflection Lane	\$0	\$3,675	\$3,945	\$1,220	\$8,840
Reflection Ridge	\$0	\$3,675	\$3,945	\$1,220	\$8,840
Ross Creek Entrance	\$0	\$3,675	\$0	\$0	\$3,675
Rustler	\$1,320	\$3,675	\$5,380	\$1,220	\$11,595
Salzman	\$1,320	\$3,675	\$0	\$1,220	\$6,215
Shoreline Phase I	\$1,320	\$3,675	\$0	\$1,220	\$6,215
Shoreline Phase II	\$1,320	\$3,675	\$0	\$1,220	\$6,215
Shoreline Remaining (tentative)	\$1,320	\$3,675	\$0	\$1,220	\$6,215
Silver Sky	\$1,320	\$3,675	\$3,945	\$1,240	\$10,180
Soaring Hawk	\$0	\$3,675	\$0	\$1,240	\$4,915
Sunrise	\$1,320	\$3,675	\$0	\$1,220	\$6,215
Van Den Akker	\$0	\$3,675	\$0	\$0	\$3,675
Venturi	\$1,320	\$3,675	\$3,945	\$1,220	\$10,160
Woolf	\$0	\$3,675	\$0	\$1,240	\$4,915

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

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

Proportionate Share

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

Impact Fee Adjustments

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

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

2.1 Existing Conditions

Current Population

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

Current Zoning and Land Use Plans

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

2.2 Build-out Population

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

Table 2-1: Hideout Build-out Projection

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

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

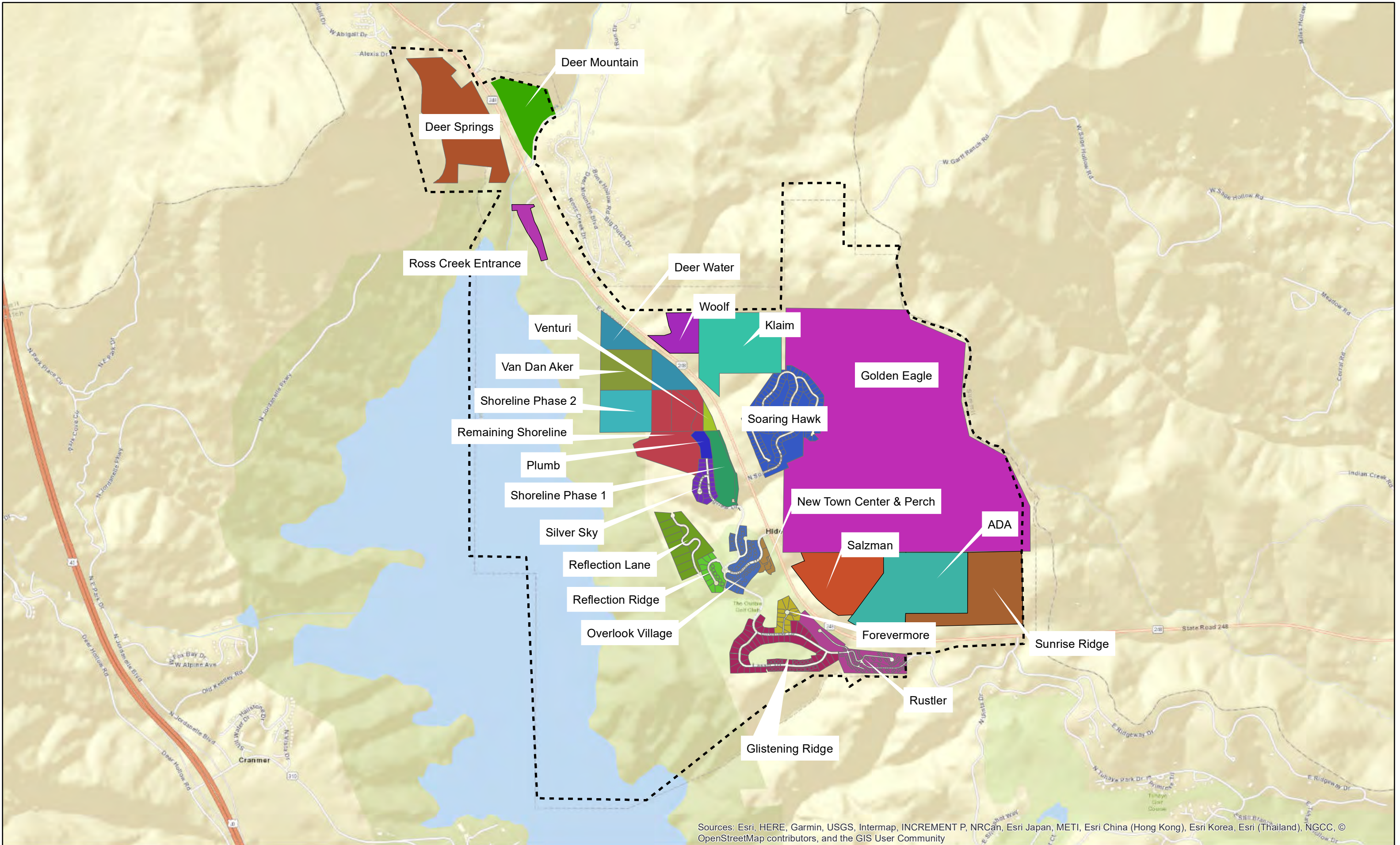
2.3 Other Considerations

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

- 1) Only the voting population of Deer Mountain Apartments has been used in evaluating impacts and calculating fees.

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

- 3) The Reflection Ridge Subdivision is a gated community. The private road within the Reflection Ridge Subdivision has not been dedicated to the public and, consequently, is not impact fee eligible.



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

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

3.1 Definitions

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

Equivalent Residential Connections (ERC)

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

3.2 Level of Service (LOS)

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

Culinary water system requirements:

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

3.3 Existing Culinary System

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

The water infrastructure is estimated to have cost \$2,239,051 (construction year dollars) to construct. We have calculated costs through research and discussion with developer representatives and current city staff. We have utilized the CAD drawings provided by the developer, record drawings and other provided information regarding quantities and prices. Our detailed cost estimates reflect, to the best available information, the costs of installed water infrastructure based on industry standards and actual circumstances. Details of the cost estimate are included in the Appendix.

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

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

Subdivision	Estimated Infrastructure Cost	Construction Year
Overlook Village	\$433,591	2006
Glistening Ridge	\$425,039	2009
Reflection Ridge	\$460,065	2014
Forevermore	\$36,888	2013
Silver Sky	\$287,655	2014
Rustler	\$202,764	2010
Soaring Hawk	\$393,050	2014
Total	\$2,239,051	

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

3.4 Future Culinary Facilities

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

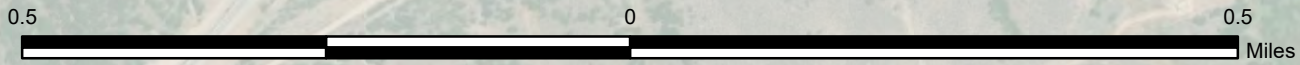
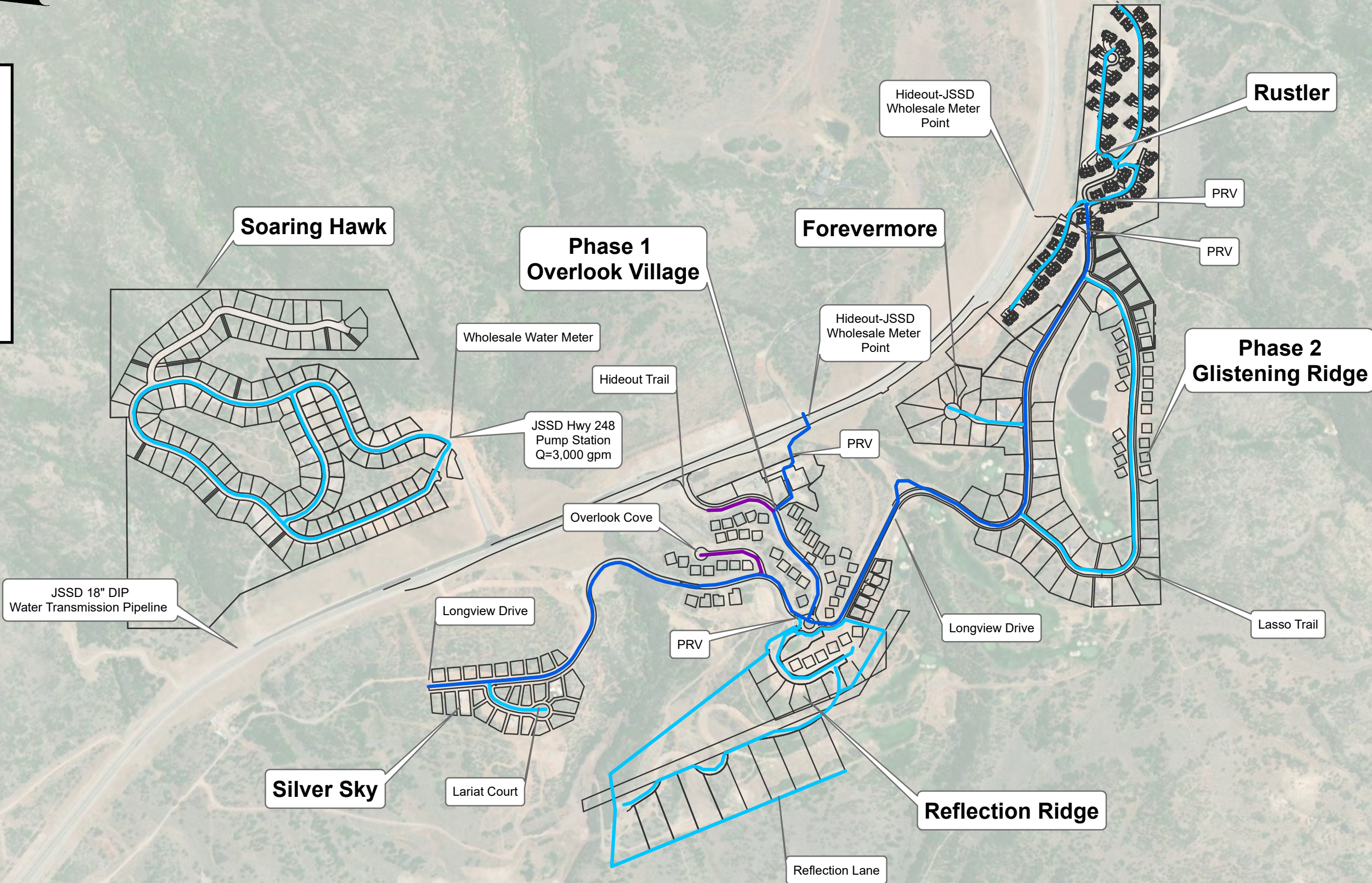
3.5 Impact Fee Structure

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

Legend

Water Diameter

- 6
- 8
- 10
- 12



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

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

4.1 Level of Service (LOS)

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

4.2 Existing Facilities

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

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

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

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

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

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

4.3 Future Facilities

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

Legend

— Roads

Soaring Hawk

Phase 1
Overlook Village

Forevermore

Rustler

Phase 2
Glistening Ridge

Hideout Trail

Overlook Cove

Longview Drive

Longview Drive

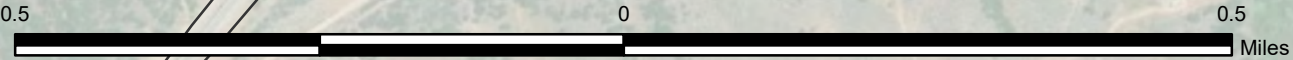
Lasso Trail

Silver Sky

Lariat Court

Reflection Ridge

Reflection Lane



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

Source: Esri, Di

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

5.1 Definitions

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

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

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

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

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

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

5.2 Level of Service (LOS)

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

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

5.3 Existing System

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

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

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

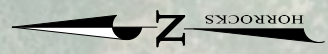
Subdivision	Estimated Infrastructure Cost	Construction Year
Overlook Village	\$423,782	2006
Glistening Ridge	\$624,381	2009
Reflection Ridge	\$86,106	2014
Forevermore	\$0	2013
Silver Sky	\$113,856	2014
Rustler	\$77,609	2010
Soaring Hawk	\$196,664	2014
Total	\$1,522,398	

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

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

5.4 Future Facilities

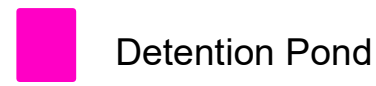
Any further improvements to the storm drain system have not been included in these impact fee calculations. New connections to the existing storm drain system and future storm drain pipes, structures and detention facilities are anticipated to be financed and constructed by developers of individual subdivisions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



Legend

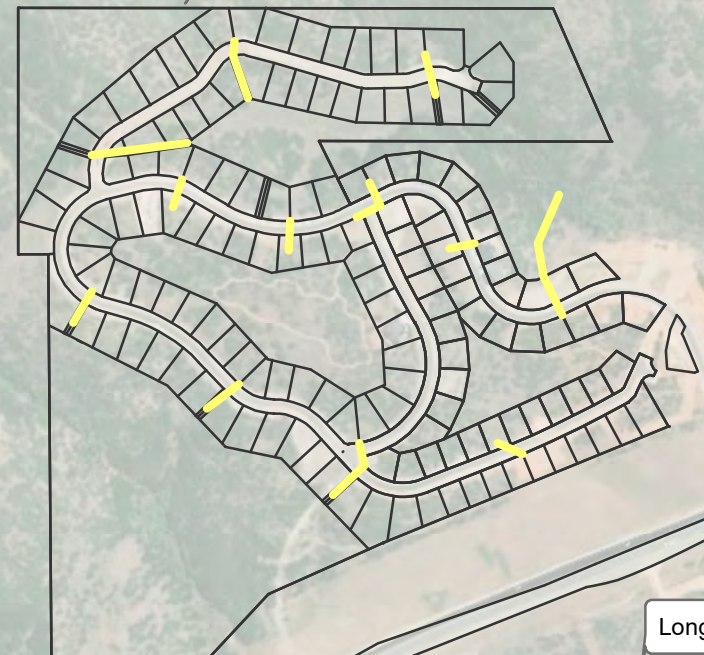
Diameter

- 15
- 18
- 24
- 30



Detention Pond

Soaring Hawk



Phase 1
Overlook Village

Hideout Trail

Overlook Cove

Longview Drive



Silver Sky

Lariat Court

Detention Pond



Forevermore

Longview Drive

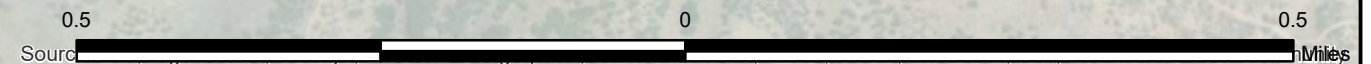
Reflection Ridge

Reflection Lane

Rustler

Phase 2
Glistening Ridge

Lasso Trail



2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

Town of Hideout
Existing Storm Drain

DATE 2/12/2019
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Figure 5-1

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

6.1 Definitions

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

Equivalent Residential Connections (ERC)

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

6.2 Level of Service (LOS)

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

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

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

6.3 Existing System

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

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

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

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

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

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

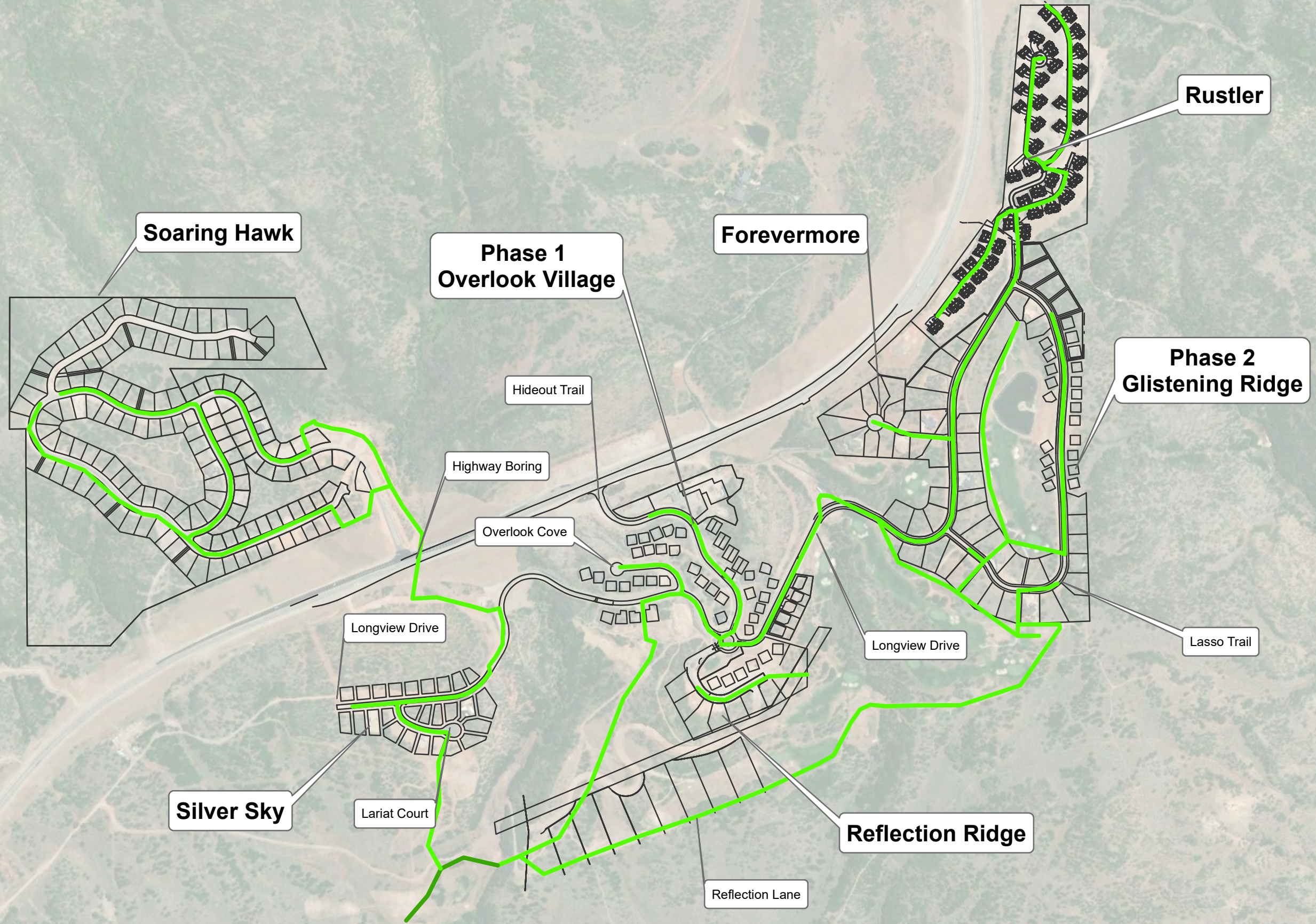
6.4 Future Facilities

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

Legend

Sewer Diameter

- 8
- 10



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

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CHAPTER 7 – IMPACT FEE FACILITIES PLAN

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

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

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

Project Improvement – means site improvements and facilities that are

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

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

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

Subdivision	Water	Roads	Storm Drain	Sewer	Estimated System Improvements Cost
Overlook Village	\$433,591	\$2,864,306	\$386,458	\$258,567	\$3,942,922
Glistening Ridge	\$425,039	\$374,846	\$551,345	\$455,450	\$1,806,680
Reflection Ridge	\$460,065	\$0	\$86,106	\$341,482	\$887,653
Forevermore	\$36,888	\$0	\$0	\$33,056	\$69,944
Silver Sky	\$287,655	\$194,170	\$17,868	\$138,551	\$638,244
Rustler	\$202,764	\$0	\$0	\$192,123	\$394,887
Soaring Hawk	\$0	\$0	\$0	\$0	\$0
Future Shoreline Dr		\$1,762,200			
Total	\$1,846,002	\$5,195,220	\$1,041,777	\$1,419,229	\$7,740,330

CHAPTER 7 – IMPACT FEE FACILITIES PLAN

Impact Fee Eligible Cost Adjustments

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

Water

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

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

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

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

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

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

CHAPTER 7 – IMPACT FEE FACILITIES PLAN

Roads

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

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

Subdivision	Existing Improvements	Ineligible Improvements	Reason for Exclusion	Total Eligible Improvements
Overlook Village	\$2,994,729	\$130,423	Cul de sac	\$2,864,306
Glistening Ridge	\$1,923,473	\$1,548,627	Loop Road	\$374,846
Reflection Ridge	\$592,405	\$592,405	Private Road	\$0
Forevermore	\$118,096	\$118,096	Cul De Sac	\$0
Silver Sky	\$443,100	\$248,930	Cul De Sac	\$194,170
Rustler	\$809,151	\$809,151	Cul De Sac	\$0
Soaring Hawk	\$3,123,358	\$3,123,358	Local District Bond	\$0
Total	\$10,004,312	\$6,570,990		\$3,433,322

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

Therefore, total impact fee eligible road improvements are:

$$\$3,433,322 + \$1,762,200 = \underline{\underline{\$5,195,220 \text{ (Construction year dollars)}}}$$

Storm Drain

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

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

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

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

CHAPTER 7 – IMPACT FEE FACILITIES PLAN

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

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

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

Subdivision	Existing Improvements	Ineligible Improvements	Reason for Exclusion	Total Eligible Improvements
SDSA1				
Glistening Ridge	\$624,381	\$73,036	Loop Road	\$551,345
Forevermore	\$0	\$0		\$0
Rustler	\$77,609	\$77,609	Cul De Sac	\$0
SDSA1 Subtotal				\$551,345
SDSA2				
Overlook Village	\$423,782	\$37,324	Cul de sac	\$386,458
Reflection Ridge	\$86,106	\$0		\$86,106
Silver Sky	\$113,856	\$95,988	Cul De Sac	\$17,868
SDSA2 Subtotal				\$490,432
SDSA3				
Soaring Hawk	\$196,664	\$196,664	Local District Bond	\$0
SDSA3 Subtotal				\$0
Total	\$1,522,398	\$480,621		\$1,041,777

Sewer

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

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

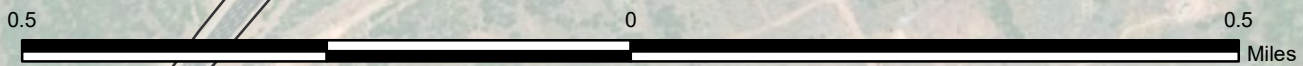
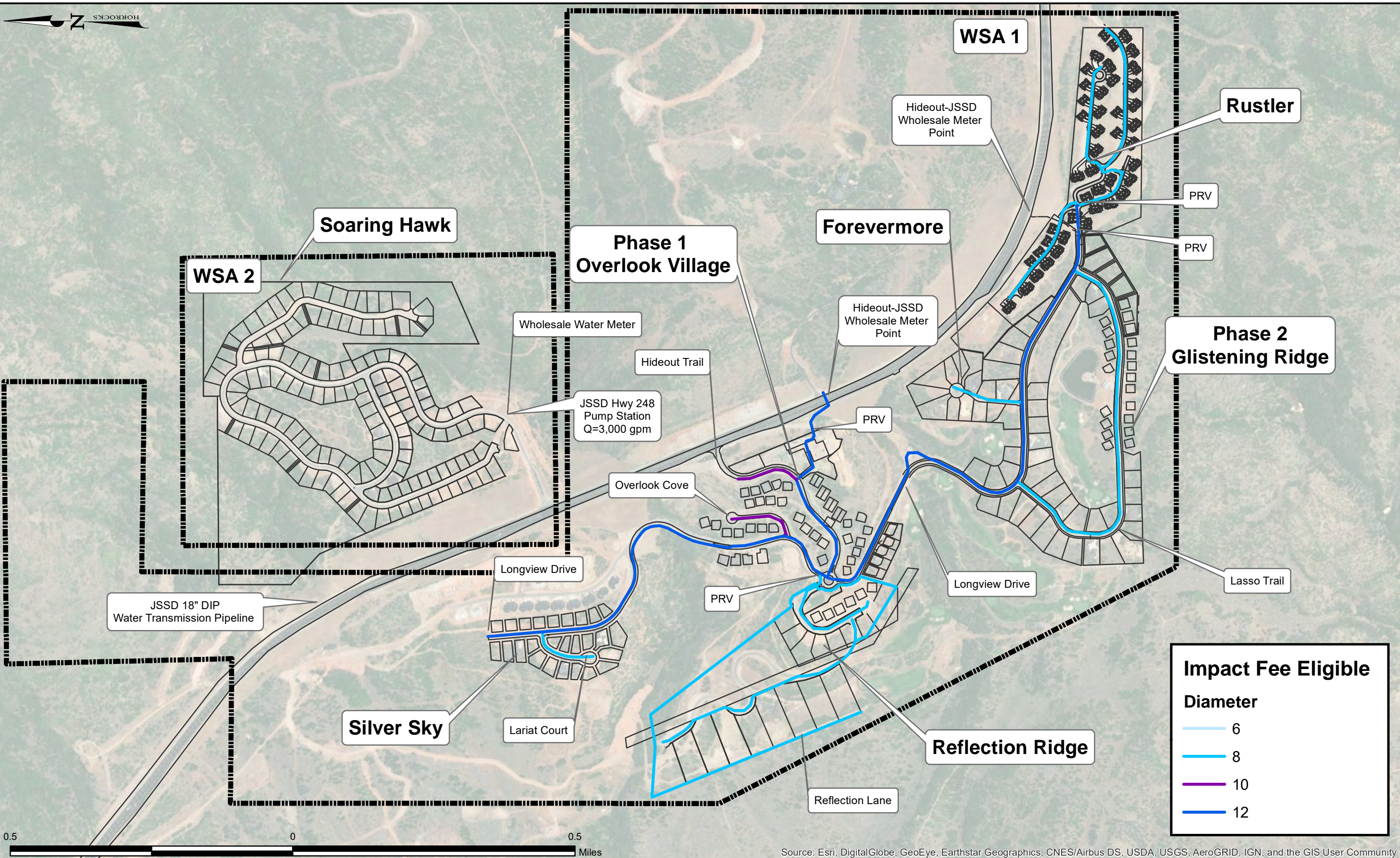
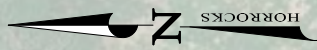
Sewer Service Area 2 (SSA2) includes Overlook Village, Reflection Ridge, Forevermore, Glistening Ridge, Rustler and all future developments excluding KLAIM, Deer Water, Deer Springs and Van Den Akker. The following table, Table 7-5 illustrates the difference between the total existing sewer costs and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

CHAPTER 7 – IMPACT FEE FACILITIES PLAN

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

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

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



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



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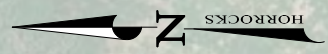
Town of Hideout
Impact Fee Facilities-Water

DATE
9/6/2019

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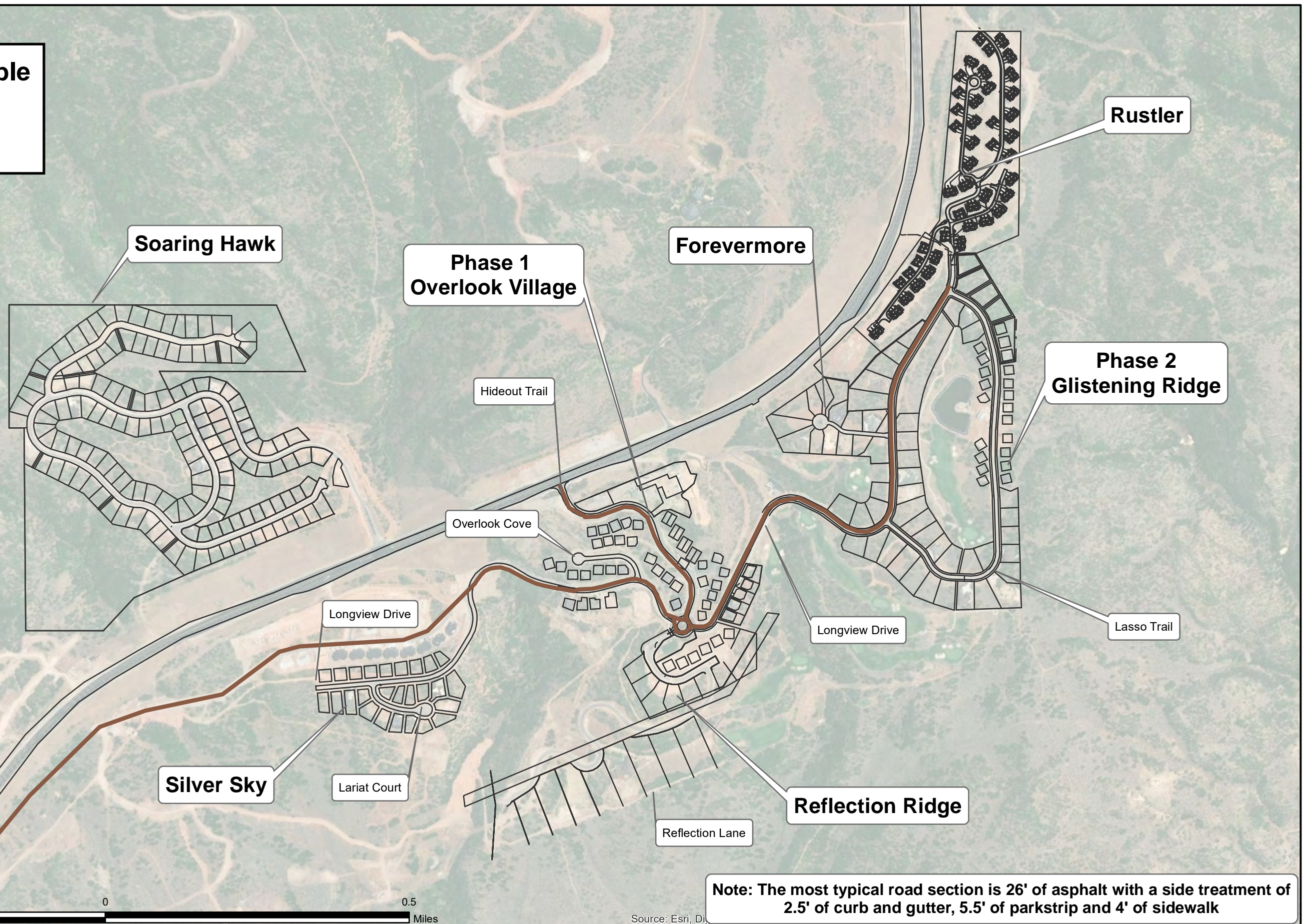
Figure 7-1

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Impact Fee Eligible Roads

—



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

Source: Esri, Di

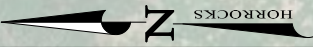
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Town of Hideout
Impact Fee Facilities - Roads

DATE	9/6/2019
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Figure 7-2	

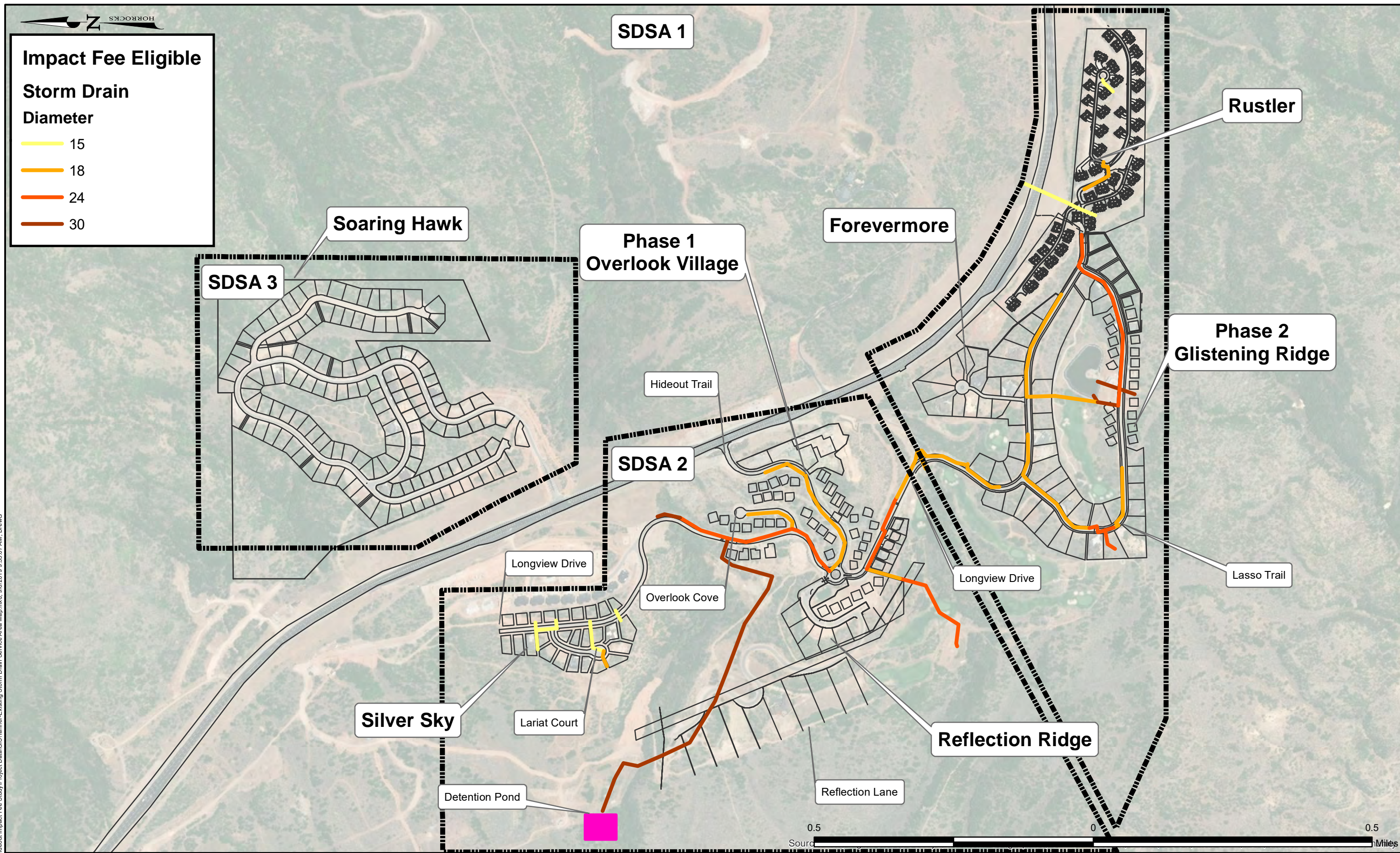


Impact Fee Eligible

Storm Drain

Diameter

- 15
- 18
- 24
- 30



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Town of Hideout
Impact Fee Facilities - Storm Drain

DATE
9/6/2019

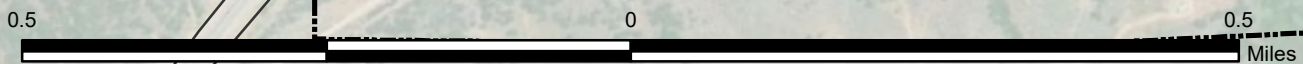
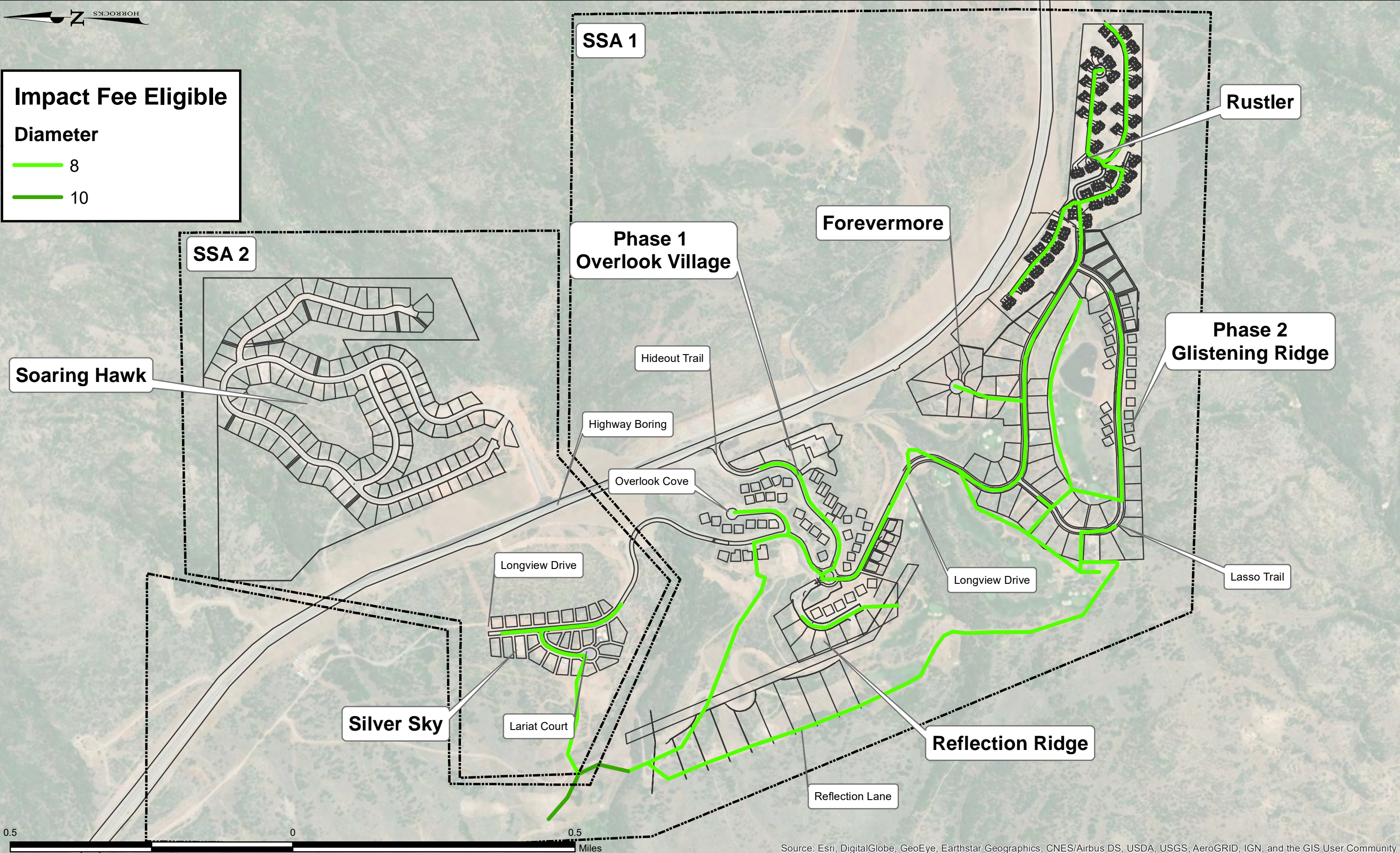
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Figure 7-3

Impact Fee Eligible

Diameter

- 8
- 10



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

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

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

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

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

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

8.1 Financing Charges

Under Utah Code 11-36a-305, a municipality is entitled to include reasonable debt service charges in the calculation of an impact fee. Based on available data, we have determined that reasonable finance charges applicable to the cost of the eligible system improvement is not more than six percent (6%) over twenty (20) years making uniform annual payments. Therefore, we will calculate the total financed estimate for each element using the following formula for simple interest:

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

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

8.2 Water Impact Fees

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

WSA1

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

WSA1 Impact Fee Calculation

The cost for the WSA1 system improvements is \$1,385,937. These projects will serve 1,682 ERC's. Considering twenty years of financing at 6%, the total WSA1 water impact fee will be:

$$\$1,385,937 + ((\$1,385,937 / 2) \times (0.06 \times 20)) = \$2,217,499$$

$$\$2,217,499 / 1,682 = \underline{\$1,318.37 \text{ per ERC (use \$1,320)}}$$

WSA2

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

8.3 Transportation Impact Fees

The impact fee eligible transportation system costs have been calculated at \$5,195,220. These improvements are illustrated in Chapter 7 and their costs are calculated in the Appendix. They will serve the entire Town, although not all costs are included in the impact fee calculation. As a result, they will serve approximately 2,264 units. Therefore, the impact fee can be calculated as follows.

Impact Fee Calculation

The cost for the transportation system improvements is \$5,195,220. These projects will serve 2,264 ERC's. Considering twenty years of financing at 6%, the total transportation impact fee will be:

$$\$5,195,220 + ((\$5,195,220 / 2) \times (0.06 \times 20)) = \$8,312,352.00$$

$$\$8,312,352 / 2,264 = \underline{\$3,671.53 \text{ per ERC (use \$3,675)}}$$

8.4 Storm Drain Impact Fees

The impact fee eligible storm drain system costs have been calculated for the separate service areas of SDSA1, SDSA2 and SDSA3 at \$839,628, \$594,641 and \$0 respectively. These improvements are illustrated in Chapter 7.

SDSA1

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

SDSA1 Impact Fee Calculation

The cost for the SDSA1 system improvements is \$839,628. These projects will serve 164 ERC's. Considering twenty years of financing at 6%, the total SDSA1 storm drain impact fee will be:

$$\$551,345 + ((\$551,345 / 2) \times (0.06 \times 20)) = \$882,152.00$$

$$\$882,152.00 / 164 = \underline{\$5,378.98 \text{ per ERC (use \$5,380)}}$$

SDSA2

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

SDSA2 Impact Fee Calculation

The cost for the SDSA2 system improvements is \$490,432. These projects will serve 199 ERC's. Considering twenty years of financing at 6%, the total SDSA2 storm drain impact fee will be:

$$\$490,432 + ((\$490,432 / 2) \times (0.06 \times 20)) = \$784,691.20$$

$$\$784,691.20 / 199 = \underline{\$3,943.17 \text{ per ERC (use \$3,945)}}$$

SDSA3

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

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

8.5 Sewer Impact Fees

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

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

SSA1

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

Impact Fee Calculation

The cost for the impact eligible sewer system improvements is \$138,551. These projects will serve 179 ERC's. Considering twenty years of financing at 6%, the total SSA1 sewer impact fee will be:

$$\$138,551 + ((\$138,551 / 2) \times (0.06 \times 20)) = \$221,681.60$$

$$\$221,681.60 / 179 = \underline{\$1,238.44 \text{ per ERC (use \$1,240)}}$$

SSA2

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

Impact Fee Calculation

The cost for the impact eligible sewer system improvements is \$1,280,678. These projects will serve 1,685 ERC's. Considering twenty years of financing at 6%, the total SSA2 sewer impact fee will be:

$$\$1,280,678 + ((\$1,280,678 / 2) \times (0.06 \times 20)) = \$2,049,084.80$$

$$\$2,049,084.80 / 1,685 = \underline{\$1,216.07 \text{ per ERC (use \$1,220)}}$$

8.6 Impact Fee Summary

The recommended impact fees can be summarized as illustrated below.

Element	Fee
Water	
WSA1	\$1,320
WSA2	\$0
Transportation	\$3,675
Storm Drain	
SDSA1	\$5,380
SDSA2	\$3,945
SDSA3	\$0
Sewer	
SSA1	\$1,240
SSA2	\$1,220

Appendix “A”

Data

**Overlook Village
Cost Estimate (2006 dollars)**

Figure A.1

No.	Item Description	Bid Quantity	Units	Unit Price	Total Amount
Culinary Water Improvements					
	12 - inch Ductile Iron Water Line Pipe	5,254	LF	\$31.00	\$162,874.00
	12 - inch PRV Station	2	Each	\$70,000.00	\$140,000.00
	Meter Stations	1	Each	\$20,000.00	\$20,000.00
	10 - inch Ductile Water Line	1,218	LF	\$22.00	\$26,796.00
	Subtotal				\$349,670.00
	Mobilization 6%				\$20,980.20
	Design Engineering 9%				\$31,470.30
	Construction Engineering 9%				\$31,470.30
	Water Total				\$433,590.80
Sanitary Sewer Improvements					
	8 inch HDPE (SDR 35) Sewer Pipe	6,489	LF	\$27.00	\$175,203.00
	4 ft. Diameter Sewer Manhole	13	Each	\$2,600.00	\$33,319.00
	Subtotal				\$208,522.00
	Mobilization 6%				\$12,511.32
	Design Engineering 9%				\$18,766.98
	Construction Engineering 9%				\$18,766.98
	Sewer Total				\$258,567.28
Storm Drain Improvements					
	18 inch ADS	1,976	LF	\$27.00	\$53,352.00
	24 inch ADS	1,681	LF	\$32.00	\$53,792.00
	30 inch ADS	3,869	LF	\$38.00	\$147,022.00
	4 ft. Diameter Storm Drain Manholes	8	Each	\$2,300.00	\$18,618.50
	5 ft. Diameter Storm Drain Manholes	8	Each	\$3,000.00	\$25,345.00
	Catch Basin	29	Each	\$1,500.00	\$43,630.00
	Subtotal				\$341,759.50
	Mobilization 6%				\$20,505.57
	Design Engineering 9%				\$30,758.36
	Construction Engineering 9%				\$30,758.36
	Storm Drain Total				\$423,781.78
Roadway Improvements					
	Curb and Gutter	12,538	LF	\$11.50	\$144,187.00
	Road Base installed	250,760	Sq. Ft.	\$0.70	\$175,532.00
	3 - inch Asphalt Bituminous Mix	162,994	Sq. Ft.	\$0.90	\$146,694.60
	Roadside Drainage Channels (Ditches)	2,000	LF	\$7.50	\$15,000.00
	4 foot Sidewalk	11,438	LF	\$12.50	\$142,975.00
	6 foot Sidewalk	1,100	LF	\$19.00	\$20,900.00
	Landscaping	1	LS	\$81,000.00	\$81,000.00
	Guardrail	1,500	LF	\$26.00	\$39,000.00
	Retaining Wall	51,500	SF	\$12.00	\$618,000.00
	Erosion Control	6	Acre	\$3,500.00	\$20,148.30
	Clearing and Grubbing	6	Acre	\$3,000.00	\$17,269.97
	Street Lights (at hydrants & intersections)	32	Each	\$3,600.00	\$115,200.00
	Irrigation	1	LS	\$51,000.00	\$51,000.00
	UDOT Entrance	1	LS	\$531,000.00	\$531,000.00
	Roadway Excavation	37,150	CY	\$8.00	\$297,197.04
	Subtotal				\$2,415,103.91
	Mobilization 6%				\$144,906.23
	Design Engineering 9%				\$217,359.35
	Construction Engineering 9%				\$217,359.35
	Roadway Total				\$2,994,728.85
	Construction Subtotal				\$4,110,668.71
Overlook Village - Roadway Project Improvements (Overlook Cove)					
	Curb and Gutter	1,102	LF	\$11.50	\$12,673.00
	Road Base installed	22,040	Sq. Ft.	\$0.70	\$15,428.00
	3 - inch Asphalt Bituminous Mix	14,326	Sq. Ft.	\$0.90	\$12,893.40
	Roadside Drainage Channels (Ditches)	0	LF	\$7.50	\$0.00
	4 foot Sidewalk	1,102	LF	\$12.50	\$13,775.00
	6 foot Sidewalk	0	LF	\$19.00	\$0.00
	Landscaping	0	LS	\$81,000.00	\$0.00
	Guardrail	0	LF	\$26.00	\$0.00
	Retaining Wall	1,500	SF	\$12.00	\$18,000.00
	Erosion Control	1	Acre	\$3,500.00	\$1,770.89
	Clearing and Grubbing	1	Acre	\$3,000.00	\$1,517.91
	Street Lights (at hydrants & intersections)	1	Each	\$3,000.00	\$3,000.00
	Irrigation	0	LS	\$51,000.00	\$0.00
	Roadway Excavation	3,265	CY	\$8.00	\$26,121.48
	Subtotal				\$105,179.68
	Mobilization 6%				\$6,310.78
	Design Engineering 9%				\$9,466.17
	Construction Engineering 9%				\$9,466.17
	Roadway Project Total				\$130,422.80
Overlook Village - Storm Drain Project Improvements (Overlook Cove)					
	18 Inch ADS	500	LS	\$27.00	\$13,500.00
	SD Catch Basin	8	LS	\$1,500.00	\$12,000.00
	4 ft. Diameter Storm Drain Manhole	2	LS	\$2,300.00	\$4,600.00
	Subtotal				\$30,100.00
	Mobilization 6%				\$1,806.00
	Design Engineering 9%				\$2,709.00
	Construction Engineering 9%				\$2,709.00
	Storm Drain Project Total				\$37,324.00

Glistening Ridge
Cost Estimate (2009 dollars)

Figure A.2

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

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

Glistening Ridge - Roadway Project Improvements (Lasso Trail)

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

Glistening Ridge - Storm Drain Project Improvements (Lasso Trail)

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

Reflection Ridge
Cost Estimate (2014 dollars)

Figure A.3

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

Forevermore
Cost Estimate (2013 dollars)

Figure A.4

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

Silver Sky
Cost Estimate (2014 dollars)

Figure A.5

No.	Item Description	Bid Quantity	Units	Unit Price	Total Amount
Culinary Water Improvements					
	12 - inch Ductile Iron Water Line Pipe	2,484	LF	\$70.00	\$173,880.00
	8 - inch Ductile Iron Water Line Pipe	600	LF	\$42.00	\$25,200.00
	2" Air-Vac Station	3	Each	\$4,300.00	\$12,900.00
	Fire Hydrant	4	Each	\$5,000.00	\$20,000.00
					\$231,980.00
	Mobilization 6%				\$13,918.80
	Design Engineering 9%				\$20,878.20
	Construction Engineering 9%				\$20,878.20
	Water Total				\$287,655.20
Sanitary Sewer Improvements					
	8 inch HDPE (SDR 35) Sewer Pipe	2,121	LF	\$35.00	\$74,235.00
	4 ft. Diameter Sewer Manhole	8	Each	\$3,300.00	\$26,400.00
	5 ft. Diameter Sewer Manhole	3	Each	\$3,700.00	\$11,100.00
					\$111,735.00
	Mobilization 6%				\$6,704.10
	Design Engineering 9%				\$10,056.15
	Construction Engineering 9%				\$10,056.15
	Sewer Total				\$138,551.40
Storm Drain Improvements					
	15 inch ADS	988	LF	\$27.00	\$26,676.00
	18 inch ADS	158	LF	\$30.00	\$4,740.00
	4 ft. Diameter Drain Manholes	4	Each	\$3,300.00	\$12,903.00
	Catch Basin	19	Each	\$2,500.00	\$47,500.00
					\$91,819.00
	Mobilization 6%				\$5,509.14
	Design Engineering 9%				\$8,263.71
	Construction Engineering 9%				\$8,263.71
	Storm Drain Total				\$113,855.56
Roadway Improvements					
	Curb and Gutter	4,814	LF	\$14.00	\$67,396.00
	Road Base installed	96,280	Sq. Ft.	\$1.00	\$96,280.00
	3 - inch Asphalt Bituminous Mix	62,582	Sq. Ft.	\$1.40	\$87,614.80
	Guardrail	550	LF	\$42.00	\$23,100.00
	Retaining Wall	1,500	SF	\$20.00	\$30,000.00
	Rock Excavation	1	Acre	\$20,000.00	\$20,000.00
	Clearing and Grubbing	2	Acre	\$2,000.00	\$4,420.57
	Roadway Excavation	3,566	CY	\$8.00	\$28,527.41
					\$357,338.78
	Mobilization 6%				\$21,440.33
	Design Engineering 9%				\$32,160.49
	Construction Engineering 9%				\$32,160.49
	Roadway Total				\$443,100.08
	Construction Total				\$983,162.24
Silver Sky - Roadway Project Improvements (Lariat Court and partial Longview Dr)					
	Curb and Gutter	3,400	LF	\$14.00	\$47,600.00
	Road Base installed	68,000	Sq. Ft.	\$1.00	\$68,000.00
	3 - inch Asphalt Bituminous Mix	44,200	Sq. Ft.	\$1.40	\$61,880.00
	Guardrail	0	LF	\$42.00	\$0.00
	Retaining Wall	0	SF	\$20.00	\$0.00
	Rock Excavation	0	Acre	\$20,000.00	\$0.00
	Clearing and Grubbing	2	Acre	\$2,000.00	\$3,122.13
	Roadway Excavation	2,519	CY	\$8.00	\$20,148.15
					\$200,750.28
	Mobilization 6%				\$12,045.02
	Design Engineering 9%				\$18,067.53
	Construction Engineering 9%				\$18,067.53
	Roadway Project Total				\$248,930.35
Silver Sky - Storm Drain Project Improvements (Lariat Court and partial Longview Dr)					
	15 Inch ADS	988	Sq. Ft.	\$43.00	\$42,484.00
	18 Inch ADS	158	Sq. Ft.	\$47.00	\$7,426.00
	SD Catch Basin	11	Sq. Ft.	\$2,500.00	\$27,500.00
	4 ft. Diameter Storm Drain Manhole	0	Sq. Ft.	\$3,300.00	\$0.00
					\$77,410.00
	Mobilization 6%				\$4,644.60
	Design Engineering 9%				\$6,966.90
	Construction Engineering 9%				\$6,966.90
	Storm Drain Project Total				\$95,988.40

Rustler
Cost Estimate (2010 dollars)

Figure A.6

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

**Soaring Hawk System Improvements
Cost Estimate (2014 dollars)**

Figure A.7

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

Appendix “B”

Applicable State Codes

Chapter 36a Impact Fees Act

Part 1 General Provisions

11-36a-101 Title.

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

Enacted by Chapter 47, 2011 General Session

11-36a-102 Definitions.

As used in this chapter:

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

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

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

Amended by Chapter 363, 2014 General Session

Part 2 Impact Fees

11-36a-201 Impact fees.

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

Enacted by Chapter 47, 2011 General Session

11-36a-202 Prohibitions on impact fees.

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

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

Amended by Chapter 2, 2016 Special Session 3

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

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

Enacted by Chapter 47, 2011 General Session

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

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

Enacted by Chapter 47, 2011 General Session

11-36a-205 Environmental mitigation impact fees.

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

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

Enacted by Chapter 47, 2011 General Session

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

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

**Part 3
Establishing an Impact Fee**

11-36a-301 Impact fee facilities plan.

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

Amended by Chapter 200, 2013 General Session

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

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

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

Amended by Chapter 200, 2013 General Session

11-36a-303 Impact fee analysis.

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

Enacted by Chapter 47, 2011 General Session

11-36a-304 Impact fee analysis requirements.

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

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

Enacted by Chapter 47, 2011 General Session

11-36a-305 Calculating impact fees.

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

Enacted by Chapter 47, 2011 General Session

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

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

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

Amended by Chapter 278, 2013 General Session

Part 4 Enactment of Impact Fees

11-36a-401 Impact fee enactment.

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

Enacted by Chapter 47, 2011 General Session

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

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

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

Enacted by Chapter 47, 2011 General Session

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

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

Enacted by Chapter 47, 2011 General Session

Part 5 Notice

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

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

Enacted by Chapter 47, 2011 General Session

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

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

Enacted by Chapter 47, 2011 General Session

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

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

Enacted by Chapter 47, 2011 General Session

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

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

Amended by Chapter 84, 2017 General Session

Part 6 Impact Fee Proceeds

11-36a-601 Accounting of impact fees.

A local political subdivision that collects an impact fee shall:

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

Amended by Chapter 394, 2017 General Session

11-36a-602 Expenditure of impact fees.

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

Amended by Chapter 190, 2017 General Session

11-36a-603 Refunds.

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

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

Amended by Chapter 190, 2017 General Session

Part 7 Challenges

11-36a-701 Impact fee challenge.

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

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

Enacted by Chapter 47, 2011 General Session

11-36a-702 Time limitations.

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

Enacted by Chapter 47, 2011 General Session

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

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

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

Amended by Chapter 200, 2013 General Session

11-36a-704 Mediation.

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

Enacted by Chapter 47, 2011 General Session

11-36a-705 Arbitration.

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

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

Enacted by Chapter 47, 2011 General Session

Item Attachment Documents:

5. Discussion and Possible Approval of Resolution 2019-15, Adopting the Mountainland Pre-Disaster Hazard Mitigation Plan

RESOLUTION 2019-15

**A RESOLUTION ADOPTING THE MOUNTAINLAND PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the Town Council of Hideout recognizes the threat that natural hazards pose to people and property within the Town of Hideout; and

WHEREAS, the Town of Hideout has participated in the creation of a multi-hazard mitigation plan, hereby known as the Mountainland Pre-Disaster Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, Mountainland Pre-Disaster Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Hideout from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Town Council of Hideout demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Mountainland Pre-Disaster Hazard Mitigation Plan.

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

The Town Council of Hideout, Utah hereby adopts the Mountainland Pre-Disaster Hazard Mitigation Plan.

WHEREFORE, Resolution 2019-15 has been **Passed** and **Adopted** by the Town Council this 19th day of November 2019.

Philip J. Rubin, Mayor

Attest:

Allison Lutes, Town Clerk

Item Attachment Documents:

6. Discussion and Possible Approval of a Franchise Agreement Between the Town of Hideout and Utopia Fiber Regarding Construction Access for Telecommunications Infrastructure

**FRANCHISE AGREEMENT BETWEEN THE TOWN OF HIDEOUT AND UTAH
TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY, REGARDING
CONSTRUCTION ACCESS FOR TELECOMMUNICATIONS INFRASTRUCTURE**

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

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

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

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

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

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

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

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

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

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

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

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

F. “Franchisee” means Utah Telecommunication Open Infrastructure Agency, an interlocal entity and political subdivision of the State of Utah, or the lawful successor, transferee, assignee, or affiliate thereof.

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

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

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

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

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

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

Section 3. Construction Permits Required.

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

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

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

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

D. Franchisee will comply with the regulatory requirements of all entities or agencies with jurisdiction over Franchisee, the Communication Service, or the Communications Facilities.

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

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

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

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

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

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

Section 8. Work in Public Ways.

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

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

Communications Facilities are located for Town-owned utilities, Franchisee will relocated any impacted portion of the Communications Facilities to an alternate approved location within thirty (30) days after receiving written notice from the Town.

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

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

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

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

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees’ Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee’s construction area is otherwise in such a condition as to

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

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

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

Section 13. Insurance. The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the Town for its inspection an insurance certificate naming the Town as an additional insured, per written contract, prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

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

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

C. Workers' compensation within statutory limits.

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

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

removed within one (1) year of receipt of said notice shall automatically become the property of the Town.

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

Section 16. Forfeiture, Termination and Revocation.

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

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

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

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

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

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the Town's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten

(10) days after the hearing, the Town Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The Town Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the Town Council does not grant any additional period, the Town Council may, by resolution, declare the franchise to be terminated.

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

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

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

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

Section 20. Assignment. This Agreement may not be assigned or transferred without prior written consent of the Town except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing provided such assignee is authorized by law to provide the Communication Service.

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

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

Franchisee:

Utah Telecommunication Open Infrastructure Agency
5858 S. 900 E.
Murray, Utah 84121
Attn: Executive Director

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

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

Section 23. Attorney's Fees. If any suit or other action is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's

fees.

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

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

AGREED TO this ____ day of _____, 20__.

TOWN OF HIDEOUT

By _____
Phil Rubin, Mayor

ATTEST:

Town Clerk

(SEAL)

UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY

By _____
Name _____
Title _____

Item Attachment Documents:

7. Wes Bingham - 2019-2020 Budget: First Quarter Status Update

Town of Hideout
Operational Budget Report
10 General Fund - 07/01/2019 to 09/30/2019
25.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 Property taxes - current	0.61	0.00	52.28	117,025.00	0.04%
3120 Prior year property taxes - delinquent	2,542.24	499.05	10,566.78	5,500.00	192.12%
3124 Fee-in-lieu of property taxes	418.67	138.39	770.80	1,000.00	77.08%
3130 Sales tax	9,518.44	9,321.42	29,486.73	96,000.00	30.72%
3135 Telecomm Tax Revenue	0.00	173.32	318.97	0.00	0.00%
3140 Municipal energy taxes	6,626.66	4,965.33	7,220.46	40,500.00	17.83%
Total Taxes	19,106.62	15,097.51	48,416.02	260,025.00	18.62%
Licenses and permits					
3210 Business licenses	100.00	0.00	0.00	200.00	0.00%
3221 Building permits	88,314.25	9,457.10	115,798.70	394,700.00	29.34%
3229 Subdivision fees	5,250.00	0.00	1,250.00	35,500.00	3.52%
Total Licenses and permits	93,664.25	9,457.10	117,048.70	430,400.00	27.20%
Intergovernmental revenue					
3356 Class C road allotment	12,019.87	0.00	7,500.29	72,500.00	10.35%
Total Intergovernmental revenue	12,019.87	0.00	7,500.29	72,500.00	10.35%
Fines and forfeitures					
3510 Fines and forfeitures	0.00	0.00	0.00	1,000.00	0.00%
Total Fines and forfeitures	0.00	0.00	0.00	1,000.00	0.00%
Interest					
3610 Interest earnings	1,062.25	504.15	2,122.68	2,000.00	106.13%
Total Interest	1,062.25	504.15	2,122.68	2,000.00	106.13%
Miscellaneous revenue					
3690 Other revenue	1,020.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	1,020.00	0.00	0.00	0.00	0.00%
Contributions and transfers					
3890 General Fund Balance to be Appropriated	0.00	0.00	0.00	22,500.00	0.00%
Total Contributions and transfers	0.00	0.00	0.00	22,500.00	0.00%
Total Revenue:	126,872.99	25,058.76	175,087.69	788,425.00	22.21%
Expenditures:					
General government					
Administrative					
5001.1 Admin Contract services	0.00	4,203.63	10,617.66	20,000.00	53.09%
5001.2 Admin Council pay	1,616.27	538.75	754.25	3,600.00	20.95%
5001.4 Admin Insurance	6,676.00	313.00	7,154.38	10,000.00	71.54%
5001.6 Admin Mileage reimbursement	497.32	263.78	759.27	3,000.00	25.31%
5001.7 Admin Office supplies	991.66	636.80	2,501.29	5,000.00	50.03%
5001.8 Admin Personnel	19,750.80	9,658.59	32,426.98	90,000.00	36.03%
5001.9 Admin Public notices	45.90	223.45	1,287.81	2,500.00	51.51%
5001.A Admin Security alarm monitoring	671.00	80.00	160.00	1,000.00	16.00%
5003 Admin Benefits	0.00	0.00	0.00	23,000.00	0.00%
5004 Admin Other	0.00	200.00	155.06	20,000.00	0.78%
5010 Admin Information Technology	1,920.00	1,959.95	2,629.95	20,000.00	13.15%
5016 Admin Telephone	530.27	323.62	420.50	3,200.00	13.14%
5017 Admin Training	700.00	0.00	300.00	5,000.00	6.00%
5018 Admin Website	431.90	0.00	858.72	500.00	171.74%
5019 Admin Membership	100.00	0.00	211.36	1,200.00	17.61%
5030 Admin Repairs & maintenance	2,922.90	606.36	1,138.03	4,200.00	27.10%
5050 Admin Utilities	1,761.11	204.00	504.65	3,600.00	14.02%
5069 Miscellaneous	0.00	0.00	212.51	0.00	0.00%
Total Administrative	38,615.13	19,211.93	62,092.42	215,800.00	28.77%
Professional services					
5002.1 Accounting	787.50	0.00	1,510.00	10,000.00	15.10%
5002.2 Legal	18,043.92	15,814.18	28,053.47	80,000.00	35.07%
5002.3 Engineering	6,017.71	7,635.13	37,899.48	40,000.00	94.75%
5002.4 Building inspection	17,826.75	16,716.33	32,770.04	150,000.00	21.85%
5002.5 Plan prints	318.49	384.00	863.00	7,500.00	11.51%
5002.6 Auditor	0.00	0.00	0.00	3,000.00	0.00%
Total Professional services	42,994.37	40,549.64	101,095.99	290,500.00	34.80%
Total General government	81,609.50	59,761.57	163,188.41	506,300.00	32.23%

Town of Hideout
Operational Budget Report
10 General Fund - 07/01/2019 to 09/30/2019
25.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Public Safety					
5101 Safety Personnel	0.00	0.00	0.00	30,000.00	0.00%
5103 Safety Maintenance	0.00	0.00	0.00	1,600.00	0.00%
5104 Safety Gas	0.00	0.00	0.00	500.00	0.00%
Total Public Safety	0.00	0.00	0.00	32,100.00	0.00%
Streets					
5201 Streets Personnel	3,122.38	5,407.62	17,894.43	57,000.00	31.39%
5202 Streets Auto maintenance	235.75	0.00	600.77	5,000.00	12.02%
5203 Streets Benefits	0.00	0.00	0.00	21,000.00	0.00%
5204 Streets Fuel	238.00	396.90	895.12	5,000.00	17.90%
5205 Streets Materiels & supples	1,346.54	661.80	7,755.00	5,000.00	155.10%
5208 Streets Repair & maintenance	3,553.85	58.88	1,369.44	100,500.00	1.36%
5209 Streets Equipment lease	2,097.70	1,048.85	3,198.99	26,000.00	12.30%
5210 Streets Insurance	1,044.06	0.00	1,044.06	0.00	0.00%
Total Streets	11,638.28	7,574.05	32,757.81	219,500.00	14.92%
Parks					
5450 Parks and Recreation	443.49	0.00	2,500.00	5,000.00	50.00%
Total Parks	443.49	0.00	2,500.00	5,000.00	50.00%
Miscellaneous					
5650 Community Development	1,075.00	0.00	0.00	0.00	0.00%
Total Miscellaneous	1,075.00	0.00	0.00	0.00	0.00%
Debt service					
5800 Principal	14,000.00	14,000.00	14,000.00	14,000.00	100.00%
5801 Interest	11,875.00	11,525.00	11,525.00	11,525.00	100.00%
Total Debt service	25,875.00	25,525.00	25,525.00	25,525.00	100.00%
Total Expenditures:	120,641.27	92,860.62	223,971.22	788,425.00	28.41%
Total Change In Net Position	6,231.72	(67,801.86)	(48,883.53)	0.00	0.00%

Town of Hideout
Operational Budget Report
51 Water Fund - 07/01/2019 to 09/30/2019
25.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating income					
5140 Water service	44,637.69	50,403.18	146,047.47	339,103.00	43.07%
5141 Standby water	0.00	155.67	(497.19)	51,400.00	-0.97%
5142 Water reservation fee	0.00	0.00	(1,153.04)	46,100.00	-2.50%
5143 Meter rental	700.00	350.00	1,291.76	0.00	0.00%
5145 Storm water service	1,477.32	717.27	2,100.81	8,200.00	25.62%
5150 Sewer service	25,286.38	10,011.46	30,170.07	118,200.00	25.52%
5310 Connection fees	33,750.00	1,250.00	43,833.00	93,700.00	46.78%
5410 Late penalties and fees	653.04	(147.47)	34.68	0.00	0.00%
5490 Other operating income	42.00	10.00	30.00	0.00	0.00%
Total Operating income	106,546.43	62,750.11	221,857.56	656,703.00	33.78%
Operating expense					
6130 Employee benefits	0.00	0.00	1,080.00	0.00	0.00%
6140 Engineering	520.35	57.03	57.03	69,247.00	0.08%
6210 Meters	12,138.93	4,356.00	4,501.68	15,000.00	30.01%
6240 Office expenses	231.14	0.00	1,367.79	37,000.00	3.70%
6250 Operating expenses	598.59	9,333.75	14,084.71	20,000.00	70.42%
6305 Repairs and Maint - Sewer	8,285.72	6,513.47	10,505.97	35,000.00	30.02%
6310 Repairs and Maint - Water	3,574.72	755.00	4,800.77	15,000.00	32.01%
6350 Salaries and wages	5,900.52	2,407.95	13,942.18	147,000.00	9.48%
6355 Benefits	0.00	0.00	0.00	36,000.00	0.00%
6360 Software and technology	300.00	0.00	300.00	1,500.00	20.00%
6390 Utilities	517.02	0.00	291.93	3,000.00	9.73%
6405 JSSD - Sewer	10,840.48	8,285.70	22,052.92	35,000.00	63.01%
6410 JSSD - Water	28,125.00	9,375.00	9,375.00	250,000.00	3.75%
6412 Water reservation fees	0.00	0.00	0.00	55,000.00	0.00%
6610 Depreciation Expense	4,530.93	0.00	0.00	25,000.00	0.00%
Total Operating expense	75,563.40	41,083.90	82,359.98	743,747.00	11.07%
Total Income From Operations:	30,983.03	21,666.21	139,497.58	(87,044.00)	-160.26%
Total Income or Expense	30,983.03	21,666.21	139,497.58	(87,044.00)	-160.26%

Item Attachment Documents:

8. Presentation and Discussion Regarding the Master Plan from P.O.S.T. (Parks, Open Space and Trails Committee)



PARKS
OPEN
SPACE & 
TRAIL
PLANNING

POST Planning
Let's Implement



Town of Hideout, UT

Acknowledgements

Steering Committee

Phil Rubin, Mayor
 Chris Baier, Town Council
 Hanz Johansson, Town Council
 Sara Goldkind, Planning Commission
 Jan McCosh, Town Administrator

Mayor

Phil Rubin, Mayor

Town Council

Dean Heavren
 Jim Wahl
 Hanz Johansson
 Kurt Shadle
 Chris Baier

Planning Commission

Jerry Dwinell, Chair
 Ralph Severini, Vice Chair
 Sara Goldkind, Member
 Vytas Rupinkas, Member
 Bruce Woelfle, Member
 Anthony Matyszczyk, Alternate
 Kurt Shadle, Alternate



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4	Background & Town History	18	What Are the Town's Priorities and What Comes First?
5	How to Use this Plan	20	Priority #1 - Ensure Developer Compliance With Previously Approved Subdivisions
6	The Town's Profile By The Numbers	22	Priority #2 - Finalize Bike & Pedestrian Trails (Deer Springs and Rustler Plat)
8	Why Plan for POST?	23	Priority #3 - Purchase Land for a Park Near the Town Center Roundabout and Tie Into the Trail in Dead Man's Gulch That Connects to Jordanelle State Park
10	How to Move Forward?	24	Priority #4 - Establish a Connection to Jordanelle State Park
		25	Priority #5 - Collaborate With the Counties and Nearby Communities to Build the Spine on SR248 - Coordinate Efforts with UDOT
		26	Priority #6 - Connect the 'Last Mile' for All Constructed Trails and Parks
		28	Priority #7 - Procure a Conservation Easement on the Golf Course and Obtain Easements to Use Land Under Power Lines for Parks/Trails
		29	Appendix



Background & Town History

As one of Utah’s newest towns, Hideout was unquestionably settled and incorporated because of its natural beauty and strong connection to the landscape. Stunningly situated atop the waters of the Jordanelle watershed, the town continues to lure new residents on an almost daily basis. They come for the views, the mountain landscape, the water, and proximity to the region’s ski resorts and trail system – they come for the outdoors lifestyle.

Throughout the Wasatch Back, expectations are high pertaining to the outdoors and the way in which we can simultaneously protect and enjoy these special places. A commitment to the responsible enjoyment of the outdoors is deeply embedded within the culture of this region and this fundamental principle serves as the foundation of this parks, trails and open space plan.

The Town completed its General Plan in early 2019 and all three goals of the Community Vision statement directly or indirectly affect parks and open space and trails:

Preserve outstanding views

Cultivate an inviting neighborhood atmosphere

Build a connected community

How to Use This Plan

This plan is the result of considerable mapping and GIS analysis, subdivision and plat record review, demographic research and input from the community. It lays out a framework that is specifically tailored to the Town of Hideout and is designed for immediate implementation.

Park, open space and trail planning is hard work and likely requires an investment by the residents to buy those properties believed to be essential for a balanced community in the future. That is to say, what are the big things the community has to get right to ensure the community is fully connected by way of trails and sidewalks? What kind of gathering places do we need to plan for now to ensure our community can get together for a BBQ? What views would we die on our sword for and what areas should never be disturbed as their very existence has come to define us as a community?

The priorities presented at the end of this document capture much if not all of these ideals. They all cost money or time or require collaboration and negotiation...or all of the above. It is important to consider scheduling – land in this area has consistently increased in value over the past 30 years and this trend is likely to continue. Land that can be purchased today will be significantly less expensive than it will be in five or ten years. And remember that land is sold on the open market and if the Town doesn’t own it, it will likely be built upon. After that moment, there is no turning back the clock.

This planning document is titled Parks, Open Space and Trails (POST) Planning. It’s aptly named: with the completion of this document, the Town is now in the post-planning phase and ready to implement. There will be tweaks and there will be some residents who want to study the details of a recommendation further. While there is nothing wrong with that, now is not the time to look backwards and consistently analyze details to death. This plan was crafted to provide an easy-to-follow framework for the Town of Hideout to begin to implement a parks, open space and trails plan.



The Town's Profile By The Numbers

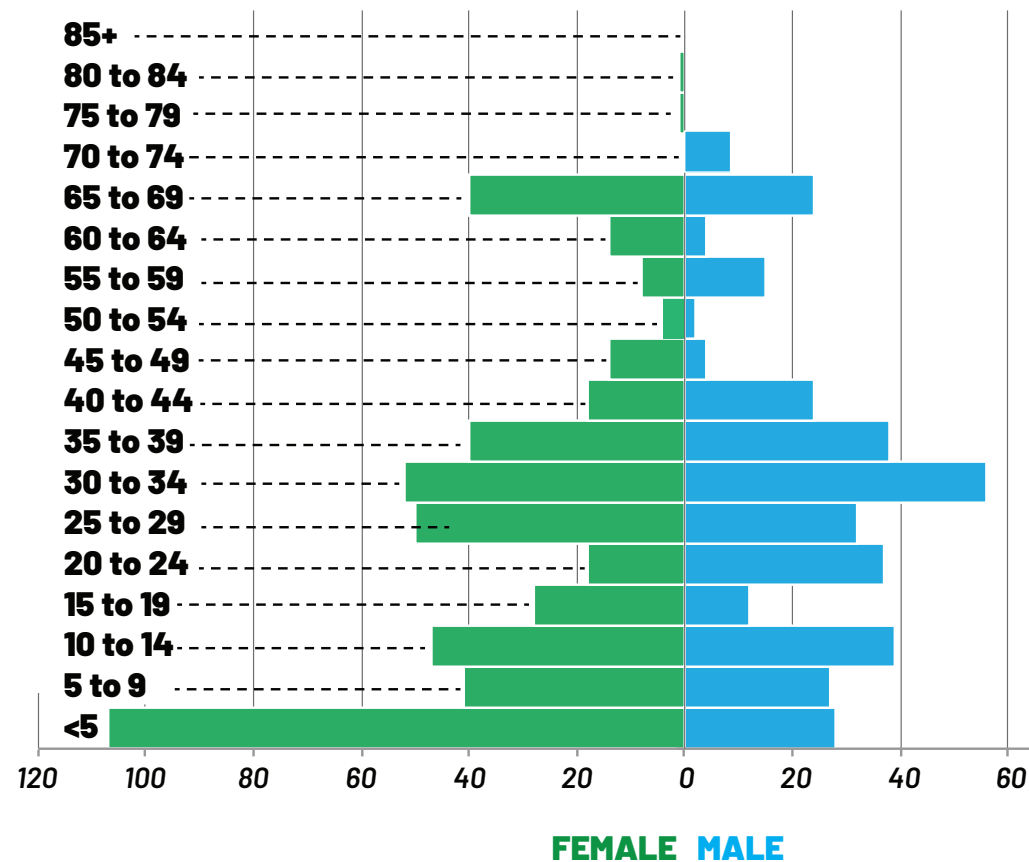
A few things stand out about Hideout. It is a new Town, having been incorporated in 2010. It is a small town, with less than 1,000 residents. And it is a young town, with a median age of only 27 (Utah is also a young state with a median age of 31, while the median age for the US is significantly higher at 38).

The population pyramid below illustrates the youthful demographics that make up the Town. As of the most recent American Community Survey Census data (2017), almost 80% of the Town is under the age of 40.

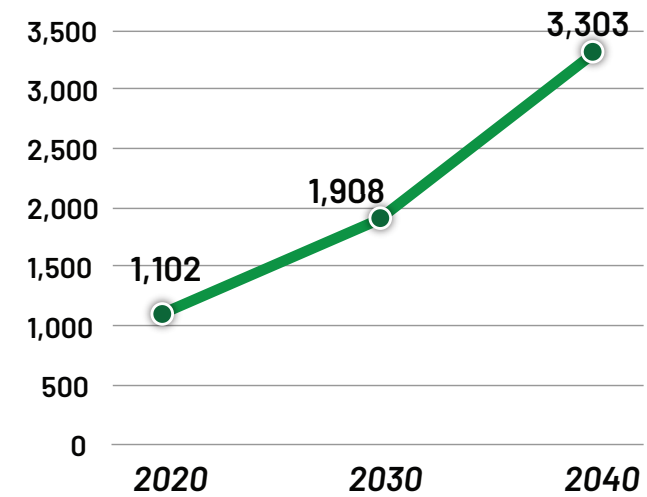
The Town has grown quickly over the past decade and is expected to continue to grow at a rapid pace over the next 20 years - about 73% per decade. This rapid rate of growth is estimated to triple the Town's population in only 20 years.

With this growth come expectations for the Town to ensure quality development, to plan for increased infrastructure and to ensure the appropriate recreational amenities are put into place to prepare for these new residents. The existing residents are young and desirable of outdoor opportunities and the demographic of many new residents is likely affluent and middle-aged or older with an expectation to buy into a place that offers outdoor opportunities as well...and they have choice. If these expectations are not met, they can and will move elsewhere.

Population by Age and Gender, 2017



Projected Population Growth, 2020-2040



How To Move Forward?

It is a mistake to look too far ahead. Only one link of the chain of destiny can be handled at a time.



Winston Churchill

At the most fundamental level, 'first we plan, and then we do.' Planning is hard work and the Town's successful completion of the 2019 General Plan was the first step to ensuring the Town understood the hard work ahead to build a community. Community rarely just happens; it is created.

The General Plan, like all general plans, does a couple of important things for the Town.

First, it represents a snapshot in time with the required data, graphs, mapping, etc. The Town is able to better comprehend the demographics that define the residents within the community, to understand the geography of land uses in place as well as what is available for future development, and to generally understand what the current 'starting point' looks like for the Town.

But data without in depth analysis are just a representation of 'what is.'

The second and more essential component of the General Plan is its ability to be used as a decision-making document for the Town. Despite the most sophisticated ability to anticipate what lies ahead, not all future conditions can be known with certainty. Situations change, economic conditions improve or decline based upon international conditions, and what seemed important yesterday may be less so tomorrow. But the values of the General Plan must always serve as the Town's north star:

- Preserve outstanding views
- Cultivate an inviting neighborhood atmosphere
- Build a connected community

Providing the Town remains true to these values as defined by the residents, future decisions should result in recommendations such as those in the POST Plan that will result in the kind of Town that Hideout endeavors to become.

A Comprehensive Approach

The following pages outline in detail three very different but complimentary approaches to begin to realize the desired parks, open space and trails in the Town of Hideout – a regulatory approach, a partnership approach, and a financial approach. All three approaches should be deployed simultaneously.



Supplement the Regulatory Toolbox



Partnerships and Collaboration



Financing tools



Supplement the Regulatory Toolbox

Zoning is the regulatory tool that implements the General Plan. The General Plan is a non-binding document that has no teeth in terms of project development review or application review and assessment. However, private development applications must categorically adhere to the detailed language and requirements contained within the Town's Zoning Ordinance.

Within this ordinance, there are a number of sections in Title 11, Zoning Regulations, which should be revised to ensure that the private market subdivides, develops, builds landscapes and provides amenities according to industry 'best practices.' The existing ordinance lacks the necessary level of detail/description to ensure that the Planning Commission has the authority to require parks, open space and trail infrastructure. Without a revised zoning ordinance the Town will continue to face day-to-day obstacles when attempting to regulate private developers to safeguard the desired recreational amenities for the future.

What Revisions to the Zoning Ordinance Might Look Like?

Currently, the language in the Zoning Ordinance is vague relative to open space and parks; language regulating trails is nonexistent. An example of recommended revisions to Title 11, Chapter 6, Section 107 might include but are not limited to the following:

11.06.107: PARKS, OPEN SPACE & TRAILS:

A minimum of twenty-five (25) percent open space is required within each development. The intent of the open space is that some a minimum of 35% of the total open space shall be active open space available for gathering spaces, parks, golf courses, playgrounds and other areas that is easily accessible to people who may not be able to access steeper areas. The remaining 65% may be passive undisturbed open space.

1. Sensitive Areas. All areas which have been designated as a sensitive area shall remain as open space., but may These sensitive areas may only be counted toward the 65% of total open space requirement for the development that may remain undisturbed. If any development has a larger amount of sensitive area than is required for their development, density allowances for the extra land required to be left in open space may be transferred to other areas if requested and if such transfer will not result in an over-crowding of the area to which it is being transferred. This transfer requires approval of the Planning Commission.

2. Contiguous. Open spaces shall be designed to be as contiguous as possible. to adjacent open space existing or planned.

~~3. Usable. Wherever possible lands designated as open spaces should be usable for hiking and biking trails and small parks.~~

4. Maintenance. Provisions must be made for regular maintenance of all active and passive open spaces. In the case of open space that is left in its native conditions a management plan may be required.

Trails: Paved and soft surface (unpaved) trails must be incorporated into all proposed developments in the Town of Hideout. The land these trails occupy may count toward the 35% active open space requirement outlined above. In addition:

1. All trails, paved and unpaved, must connect to all adjacent trails, existing and planned. If no adjacent trails are in place or no plans for the location of an adjacent/connector trail have been finalized, the Planning Commission may allow the developer to construct trails that connect seamlessly to the nearest right-of-way. In some cases, this may require the developer to construct sidewalks or other off-site improvements to ensure complete connectivity of the trail/sidewalk system to maintain user safety.

2. Paved trails must be constructed and maintained to the standards set forth within Title 11 and/or as directed by the best practices manual utilized by the Town.

3. Unpaved trails must be constructed and maintained to the standards set forth within Title 11 and/or as directed by the best practices manual utilized by the Town.



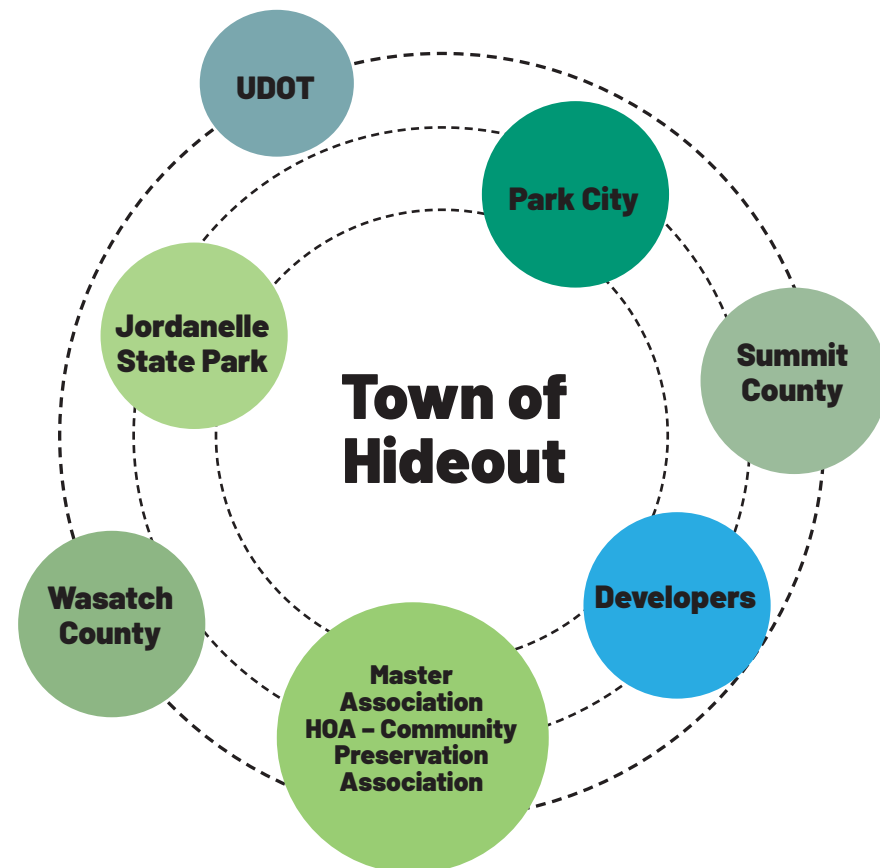


Partnerships and Collaborations

Hideout has an interesting and unique history. The Town began as a housing development in the early 2000s in unincorporated Wasatch County. What began as a one-man vision gradually evolved into a development housing a few hundred people. A Master Association (Homeowners Association - HOA) was initially created and the entire development and surrounding lands ultimately evolved into an incorporated Town within Wasatch County in 2010.

The growing pains associated with moving from a vision to a housing development to an HOA to a Town primarily exist as a result of misunderstandings and ideological differences. Today, the Town has grown beyond the boundaries of the Master Association HOA. With this growth has been an evolution in Town governance as well as an understanding that 'what was' is not always going to be 'what is' or what 'will be.'

To bridge this gap, the Town will have to partner and collaborate with just about every entity in the region:



What continues to stand out for the Town of Hideout is the desire to create a better, more connected, community - one that isn't separated by jurisdictional boundaries. The residents of Hideout were very aligned in their input in the Community Survey and Town Hall meetings during the preparation of the General Plan. The residents shared concerns over the ongoing maintenance of the streets; they indicated a willingness to spend money for open space, parks and trails; and they had some very specific ideas regarding the Town Center and commercial growth opportunities.

The residents expressed a strong desire to work together as a small town must in order to effectuate a desired future.

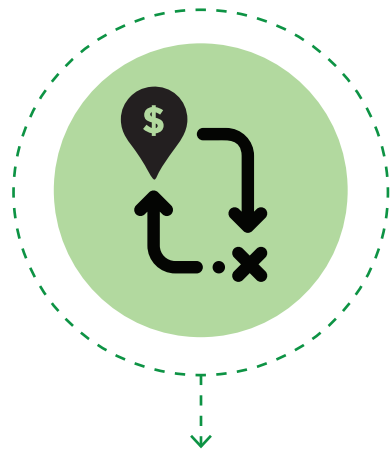
Specifically, the Town and the Master Association HOA must work together to ensure each other's success. Collaboration after a period of limited interaction is hard. Issues of misinformation arise and mistrust grows on either side. But both have everything to lose by not working together and everything to gain by collaborating. This collaboration will require the following actions:

Communication
- openly and with compassion for the other side

Cooperation
- to ensure mutually beneficial results

Compromise
- in good faith and when necessary





Financing Tools

When it comes time to move beyond planning and implement projects, the primary issue is money – how to pay for it? The subsequent section includes a list of the top seven priority Parks, Open Space and Trails Projects for the Town; all come with a cost.

The Town’s total annual budget is approximately \$1mn and does not currently allow for additional appropriations for specific projects at this time. That may change in the future, but the time to acquire land is now given its almost certain appreciation in the Wasatch Back. There are a couple of likely options that the Town should consider to finance recreational infrastructure. One is to allocate a set aside amount from any deal negotiated with MIDA. While discussions are in the early stages and specific payment amounts are being discussed, the Town must allocate a hefty line item for these projects. These negotiations are a once in a lifetime opportunity for the Town to definitively confirm its values and commitment to the environment and the outdoor amenities so strongly desired by the residents.

The second option is a bond; basically a tax imposed upon the Town itself to pay for projects that will benefit the community forever. There are many types of bonds but the most probable is a general obligation bond – a bond that is paid back by increased property tax revenues.

From the Resident Survey

More trails, and walking paths. Currently, most residents have to walk on the road, hazardous with all the construction vehicles.

“Favor paying for amenities or services through bonding rather having commercial enterprises underwrite through taxes as such commercial enterprises disrupt the tranquility of Hideout.”

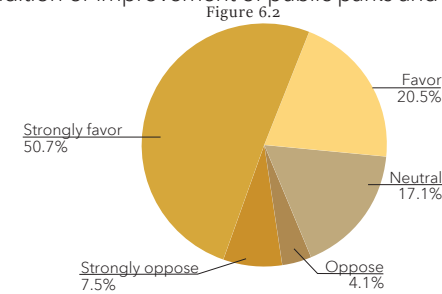
Please place further controls on developers so that our entry to Hideout canyon wouldn't look like it does - unfinished construction projects. Make them bond for performance with the town.

“[There is] no lake access”

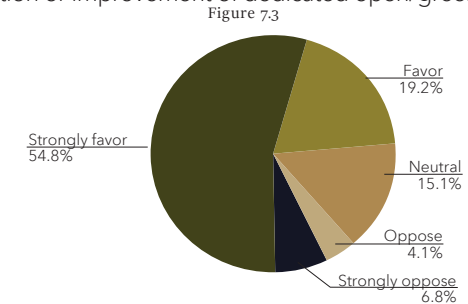
“We need a place where children can play”

There is a cost associated with any project – a ‘give’ for a ‘get.’ The community was very supportive of bonding for parks and trails as well as open space/green space during the recent General Plan rewrite. Over 71% ‘strongly favored’ or ‘favored’ the use of a bond for public parks and trails and more than 74% ‘strongly favored’ or ‘favored’ a bond for dedicated open/green space.

11a. Do you favor or oppose town bonding for the addition or improvement of public parks and trails?
Figure 6.2



11b. Do you favor or oppose town bonding for the addition or improvement of dedicated open/green space?
Figure 7.3



What Might a \$5mn Bond Look Like for Hideout?

A \$5mn General Obligation bond typically has a repayment timeline of 20 years with an interest rate determined by the credit rating for the Town at time of issuance. If the Town issued a \$5mn bond at an interest of 3.25% with a term of 20 years, how would that impact the +/- 1,000 residents of Hideout?

The following calculations illustrate what this might look like based upon a cursory assessment by Zions Public Finance Inc.:

- All property owners would see their local property taxes increase by about 12%. The annual repayments for a \$5mn bond would be in the \$350,000 range.
- According to the US Census, the median house value in Hideout is about \$650,000. Currently, that homeowner is paying approximately \$7,500 per year in property taxes. This would increase by about \$925 per year (to a total of \$8,425) for twenty years to pay off the bond.
- This ‘average’ homeowner in Hideout would pay an additional \$77 per month for the recreational amenities paid for by the bond – an amount significantly less than the monthly HOA fees typical of the Wasatch Back.

This is just one bond scenario; the Town could decide to look at a \$10mn bond given the current national financial situation – one that is very favorable to lending at relatively low interest rates.



What Are the Town's Priorities and What Comes First?

When planning for recreational amenities, it can be easy to make the mistake of creating a lengthy laundry list of 'to do' items. Often the list can become so unruly that there is effectively no point of beginning. Fortunately, the Parks, Open Space and Trails (POST) Steering Committee was diligent and focused in this regard. They recognized early on the challenges associated with trying to do everything at once. Hideout is a small town and its response to acquiring land for open space and building trails and parks must be measured and responsible. The following seven priority projects are proposed and should be completed within the next five years.

A Definitive Path Toward Implementation

7 POST PRIORITIES for the Town of Hideout

PRIORITY 1
 Ensure Developer Compliance With Previously Approved Subdivisions

PRIORITY 2
 Finalize Bike & Pedestrian Trails (Deer Springs and Rustler Plat)

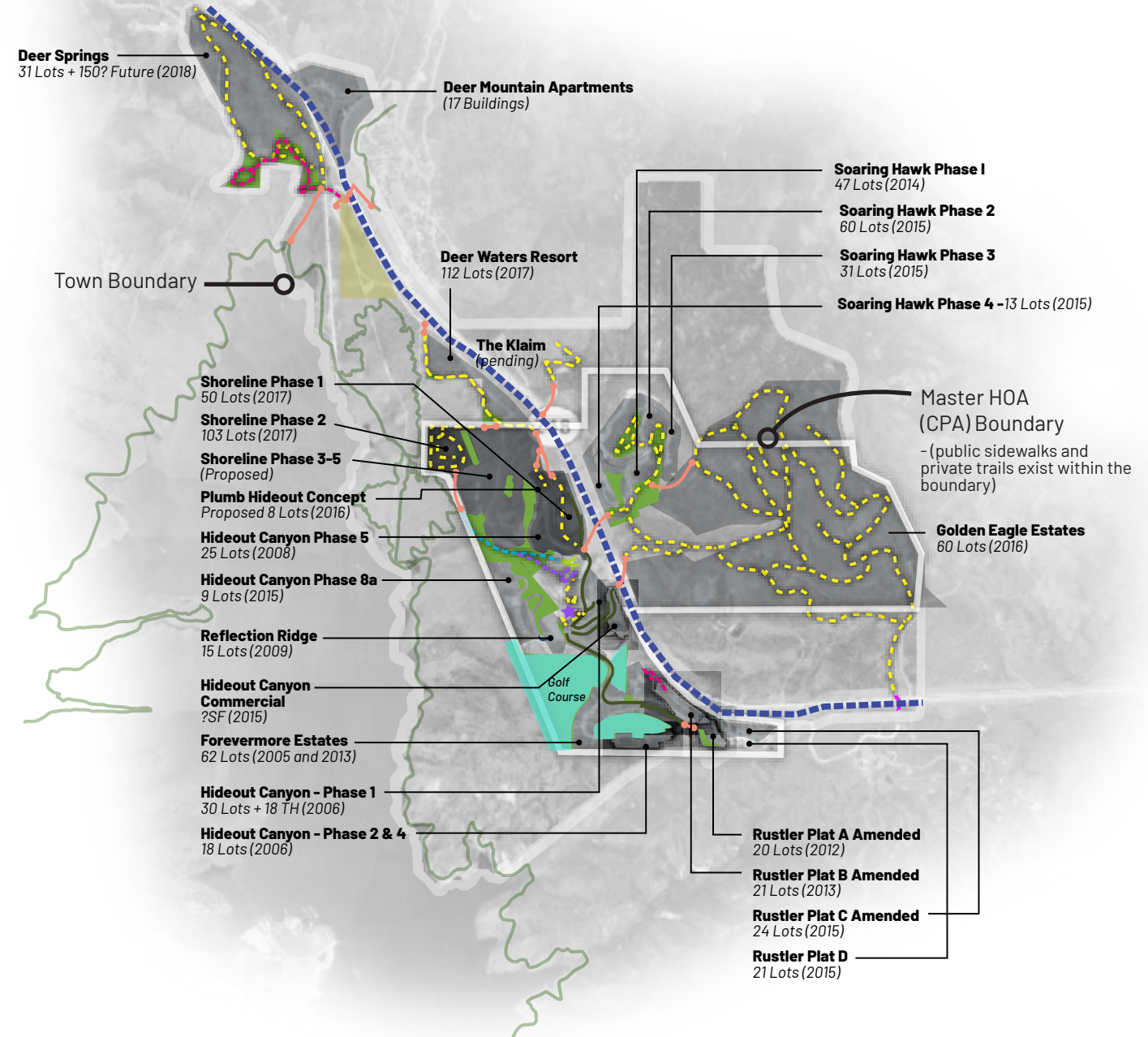
PRIORITY 3
 Collaborate With the Counties and Nearby Communities to Build the Spine on SR 248 - Coordinate Efforts with UDOT

PRIORITY 4
 Purchase Land for a Park Near the Town Center Roundabout and Tie Into the Trail in Dead Man's Gulch That Connects to Jordanelle State Park

PRIORITY 5
 Establish a Connection to Jordanelle State Park

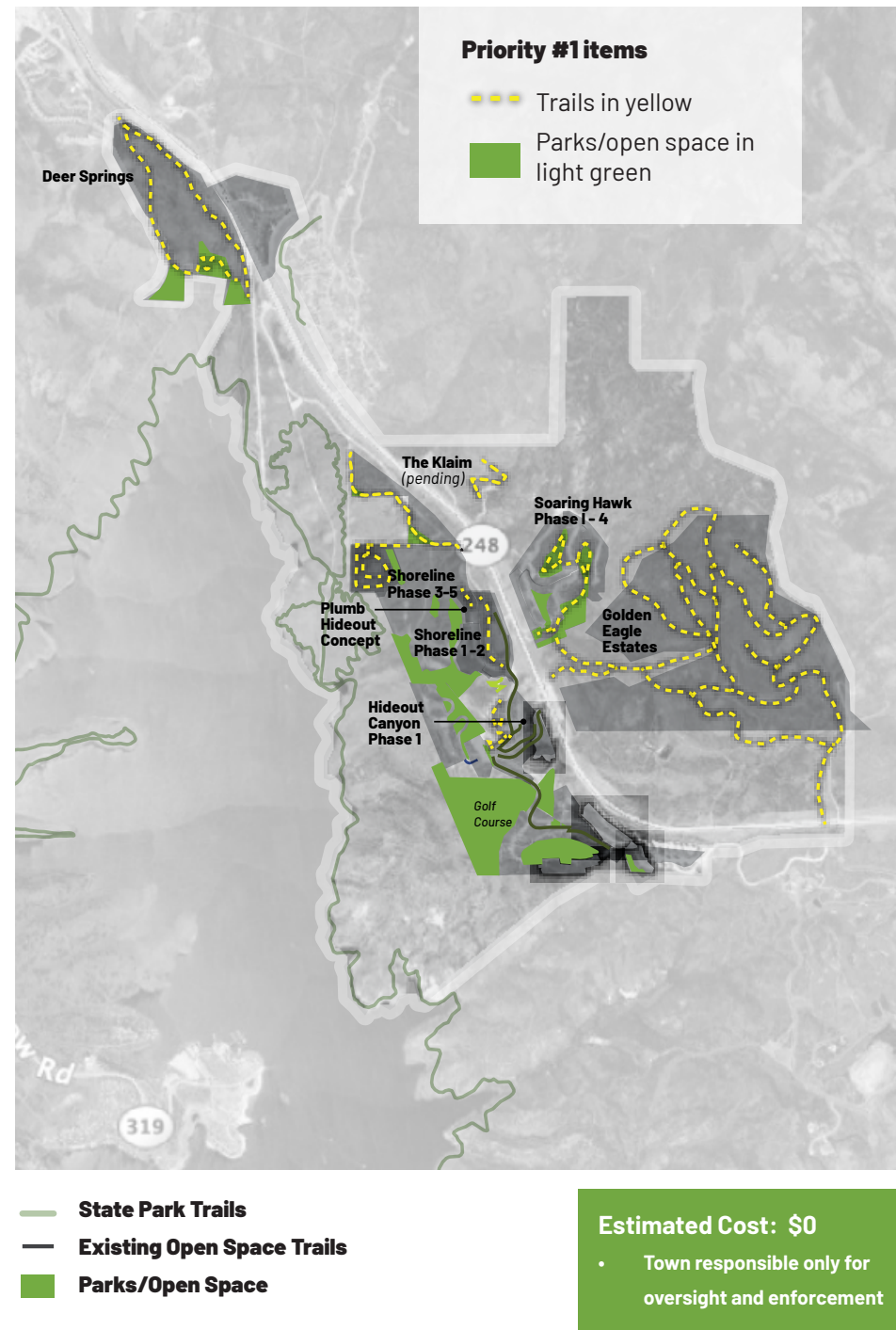
PRIORITY 6
 Connect the 'Last Mile' for All Constructed Trails and Parks

PRIORITY 7
 Use Conservation Easements as a Partnership Tool to Protect the Land Under Power Lines for Parks/Trails and Explore Similar Opportunities on the Golf Course



PRIORITY 1

Ensure Developer Compliance With Previously Approved Subdivisions



As part of this POST planning process, every subdivision approved by the Town was reviewed in detail and mapped. The final map for the Town includes all of these subdivisions as well as the parks, open space and trails that were included on the plat and/or required by the Planning Commission. The Town Council and/or the Planning Commission should ensure that each park area includes a variety of amenities scattered around Town including but not limited to: playground equipment for children, a tennis court, a few volleyball or pickle ball courts, etc. A community survey could be distributed to determine what is particularly desired at the present time. The following developments have committed to deed-restricted open space/parks and/or trails and appear to be noncompliant as of June 2019:

Soaring Hawk (Phase 1 - 4)

151 Lots (construction partially complete): Development approvals were awarded in 2015 - 2016 and included open space and trails. The construction of the trails has not been completed and open space protections must be confirmed.

Hideout Canyon (Phase 1)

48 Lots (construction partially complete): Development approvals were awarded in 2006 and included trail/sidewalk requirements that have not been completed; specifically along Longview Drive where sections are missing.



Plumb Hideout

8 Lots (not yet under construction): Development approvals were awarded in 2016 and included a trail or sidewalk connection at the end of Longview Drive (a cul-de-sac) connecting to the property to the north.

Deer Springs

181 Lots (currently under construction): Development approvals were awarded in 2018 and included some park/open space land as well as trails (and an allowance for the Town to build its own trails on the park lands).

Shoreline (Phase 1 - 2)

153 Lots: (not yet under construction): Development approvals were awarded in 2017 and included trails and/or sidewalks along or adjacent to the rights-of-way.

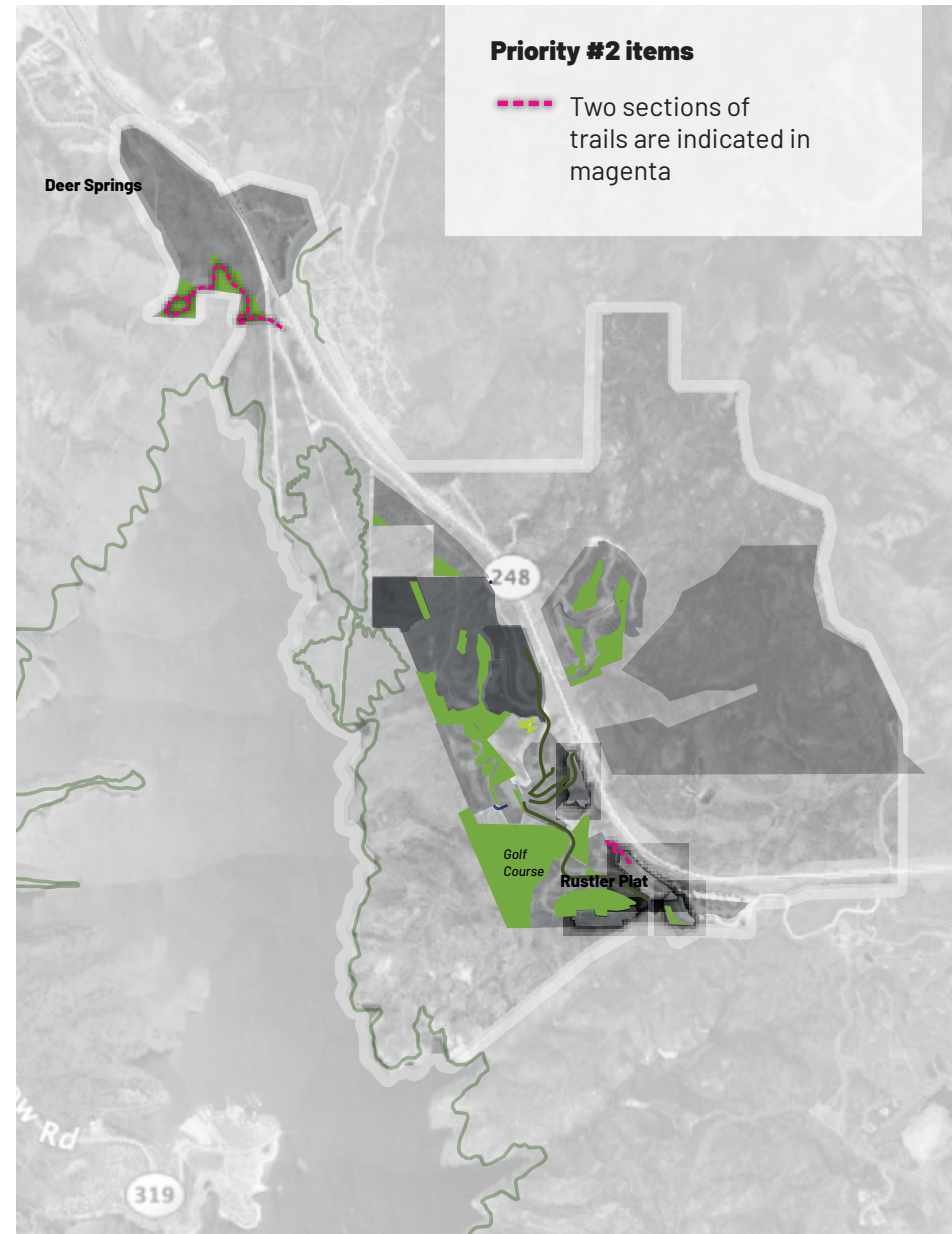
Golden Eagle

60 Lots (not yet under construction): Development approvals were awarded in 2016 and included a significant number of trails and/or sidewalks throughout the proposed development area. The configuration of these trails has changed per different versions, but the concept has remained consistent - trail connectivity throughout the residential area and a trail connection down the mountain to SR 248.

The Klaim

(not yet under construction): Development approvals have not been finalized for this project but a short trail system has been conceptually proposed.

PRIORITY 2 Finalize Bike & Pedestrian Trails (Deer Springs and Rustler Plat)



Priority #2 items

Two sections of trails are indicated in magenta

- State Park Trails
- Existing Open Space Trails
- Parks/Open Space

Estimated Cost: \$50,000 - \$100,000

- Bike/ped trail or flow park
- Trail for dog walking

The Town has worked closely with the developer of Deer Springs (2018 approval) to secure an opportunity to build a bike or pedestrian trail on the southern end of the property and within the deed-restricted open space area. The details of the bike/ped trail or possible flow trail park have not been finalized but this public-private partnership is well underway and should be complete within the next year.

The second component of this priority is a walking path that is proposed in the open space just north of Rustler Plat (2013 approval). This could be an area for dog walking and is recommended to be a loop that extends from the northern end of North Sightline Circle.

PRIORITY 3 Collaborate With the Counties and Nearby Communities to Build the Spine on SR 248 – Coordinate Efforts with UDOT

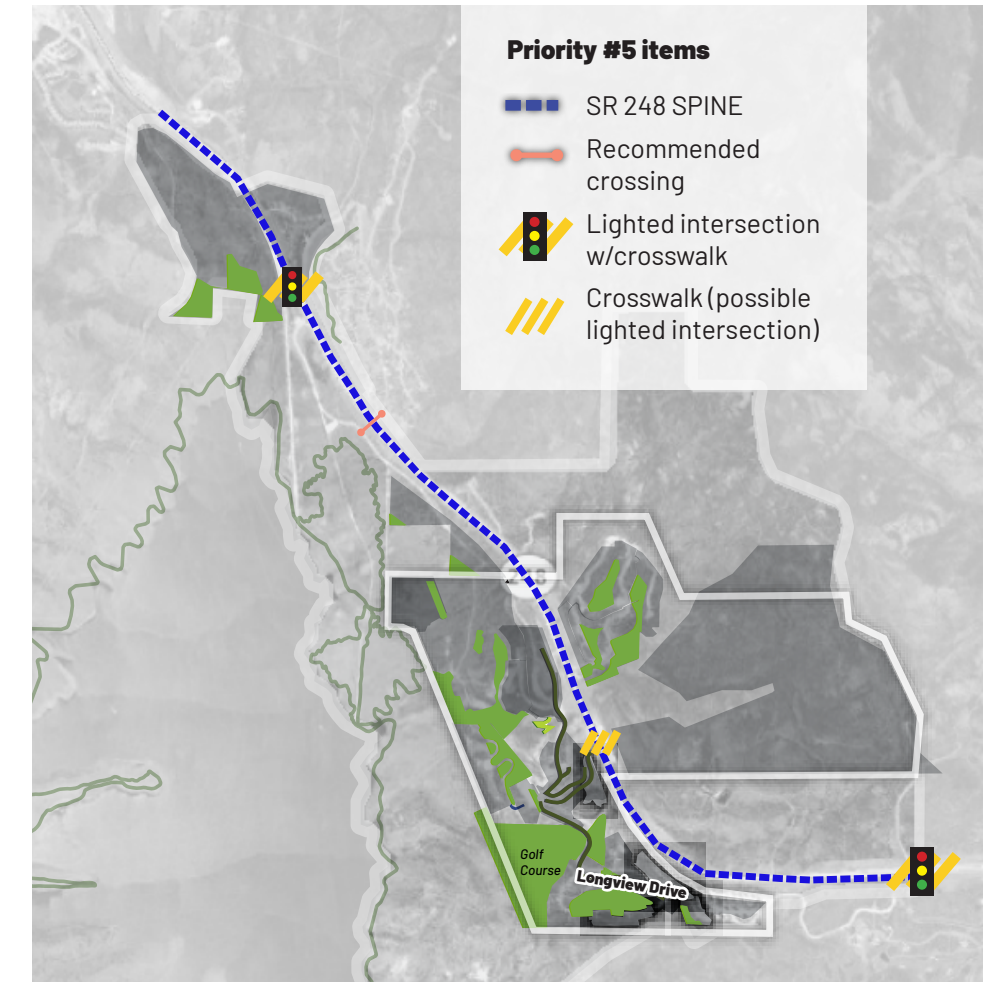
During the spring, summer and fall months, cyclists on SR 248 are a familiar sight; a sight that consistently reminds drivers of the need for a quality bike separated bike path that improves their safety as well as provides better connectivity to the Town. SR 248 spans almost four miles through the Town of Hideout and provides all access into and out of the Town.

Recommendations for the 'Spine' include:

- The Town should coordinate all efforts with the Utah Department of Transportation and Summit and Wasatch Counties.
- A focus on Context Sensitive Design (CSD) will be necessary when working through preliminary planning efforts with UDOT. This approach will give the Town the opportunity to maintain local authenticity in terms of design and approach.
- A financially collaborative approach will be required to build a 10' wide paved trail for cyclists and pedestrians that stretches from Park City (Quinn's Junction) to the Kamas Valley (+/-11 miles). Partners include: Wasatch County, Summit County, UDOT, Kamas, Park City, Tuhaye, the Master Association HOA in Hideout and others.

The 'Spine' is not only an opportunity to safeguard that Hideout is committed to bike and pedestrian safety along SR 248 but to demonstrate the Town's pledge to the ideals of 'connected communities' as presented in the 2019 General Plan – a regional approach to trail development.

Anecdotal input to date indicates that some within the community might see the 'Spine' as money spent that



Priority #5 items

- SR 248 SPINE
- Recommended crossing
- Lighted intersection w/crosswalk
- Crosswalk (possible lighted intersection)

- State Park Trails
- Existing Open Space Trails
- Parks/Open Space

Estimated Cost: \$250,000 - \$400,000/mile

- 4 miles within Town limits
- 11 miles from Quinn's Junction to Kamas

primarily benefits outsiders or those passing through Town. The reality is that the only public right-of-way that links the many Hideout neighborhoods is SR 248; construction of this 'Spine' will allow for all trails/sidewalks and roads to funnel into this primary connector trail and link the entire community. As part of the 'Spine's' development, two under/over crossings are recommended: one at or near the

entrance to Tuhaye/Golden Eagle at Tuhaye Park Drive and the other at or near North Deer Mountain Boulevard or Longview Drive intersection with SR 248.





PRIORITY 4

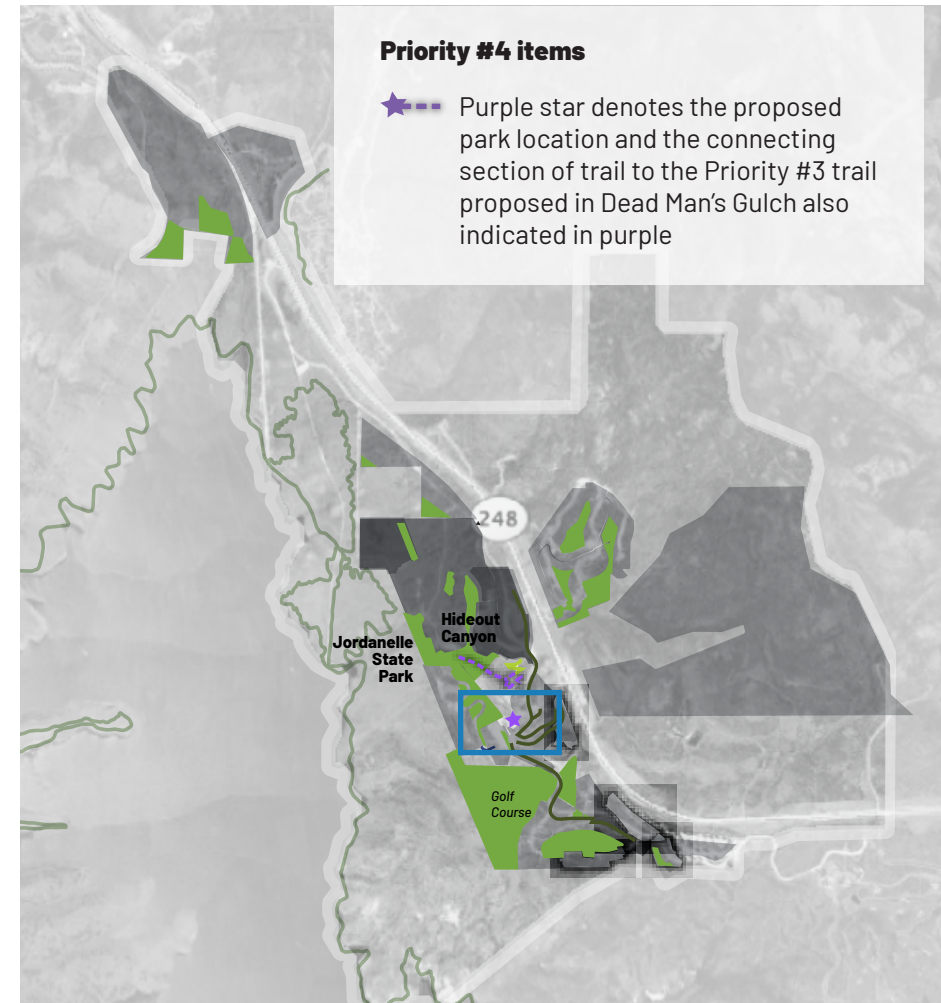
Purchase Land for a Park Near the Town Center Roundabout and Tie Into the Trail in Dead Man's Gulch That Connects to Jordanelle State Park

The Town does not have a public park for residents at the present time. During the General Planning process, public input revealed that 74% of the residents 'strongly favored' or 'favored' a bond for dedicated open/green space. That is a level of support that any city or town can only hope for in terms of providing strong direction.

Hideout wants a park and the residents are willing to pay for it.

During the preparation of this plan, many different possibilities were explored and analyzed - based upon ease of accessibility, zoning and/or development plans, location and views, and size. Ultimately, the recommended location for a Town Park is the +/- 2 acre lot located near the Town roundabout and along Longview Drive at the intersection with North Hideout Trail - where the 'pile of rocks' is located. This area is not proposed for any residential development and could be easily accessed by any resident, on foot/bike or in a vehicle.

The land is currently owned by Bob Martino (Mustang Development) and is within the subdivision Hideout Canyon (Phase 1). The quality of the site in its existing condition requires imagination but that also potentially reduces the acquisition cost and allows for the Town to shape the land as desired in the future without having to touch undisturbed land located elsewhere in Town that might otherwise be suitable.



- State Park Trails
- Existing Open Space Trails
- Parks/Open Space

Estimated Cost: \$1,150,000 - \$1,650,000

- Property acquisition
- Site preparation work
- Site improvements

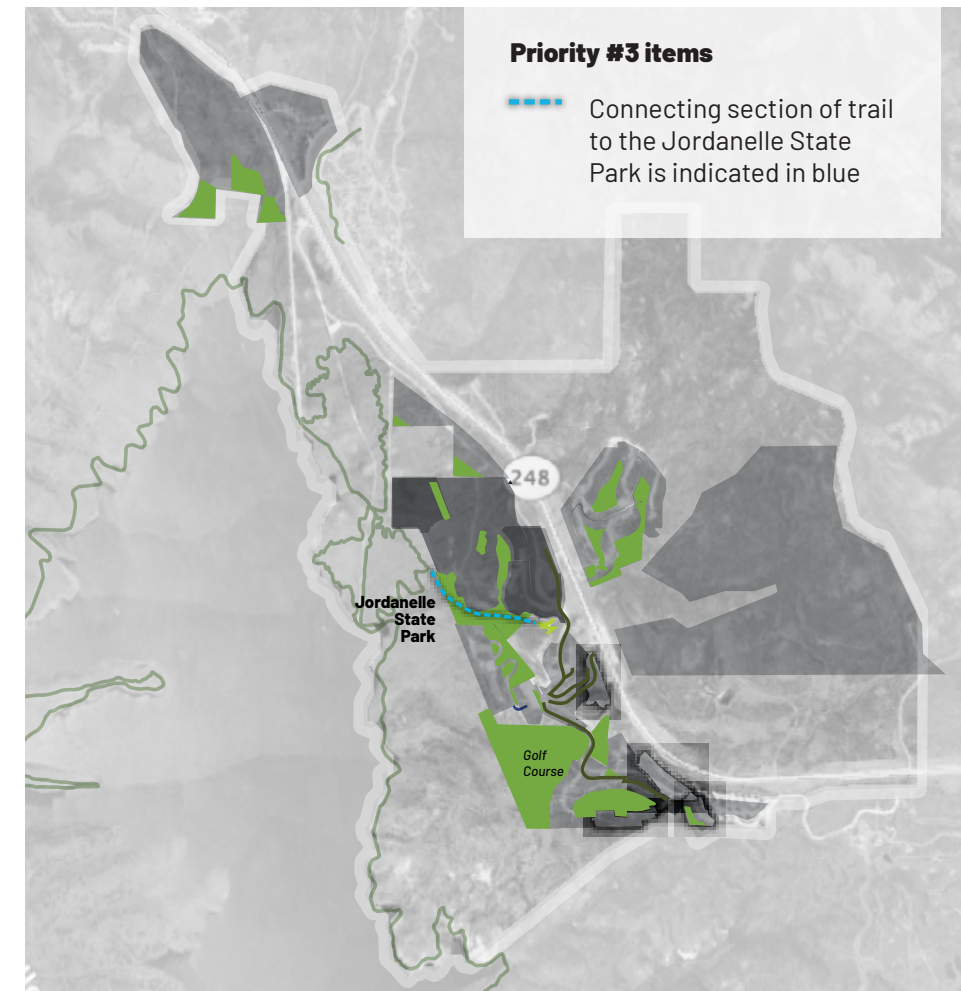
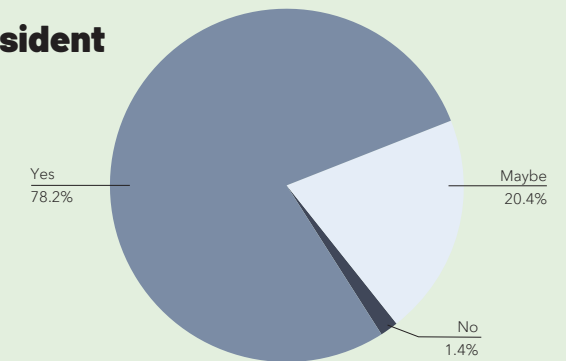
A park in this location should include a clubhouse with community meeting spaces (and maybe a couple of courts for volleyball and/or pickle ball). This park can easily be connected to the trail in Dead Man's Gulch that links the Town to the Jordanelle State Park.

PRIORITY 5

Establish a Connection to Jordanelle State Park

From the Resident Survey

16a. Should the town work with Jordanelle State Park in order to provide future services?



- State Park Trails
- Existing Open Space Trails
- Parks/Open Space

Estimated Cost: \$40,000 - \$75,000

- Assumes easements; no acquisition
- On site work; 'bridge' to State Park

When asked if the Town should work with the Jordanelle State Park to provide future services, almost 99% of respondents replied yes (78%) or maybe (20%). Presumably, future services that would benefit the residents of Hideout require trail connectivity.



There is an existing single-track trail that can be accessed from Longview Drive just west of the intersection with Shoreline Drive. This trail descends into Dead Man's Gulch for a distance of about 700' where it ends in the trees. This trail could be continued along the valley floor of the Gulch for about 1,000' where it could connect to the existing trail that drops down into the State Park. This would require negotiations on two fronts: one with the private property owner to secure easements for the trail. And the second piece would be to negotiate with the State Park to ensure access (likely with an annual fee) for the residents of the Town.

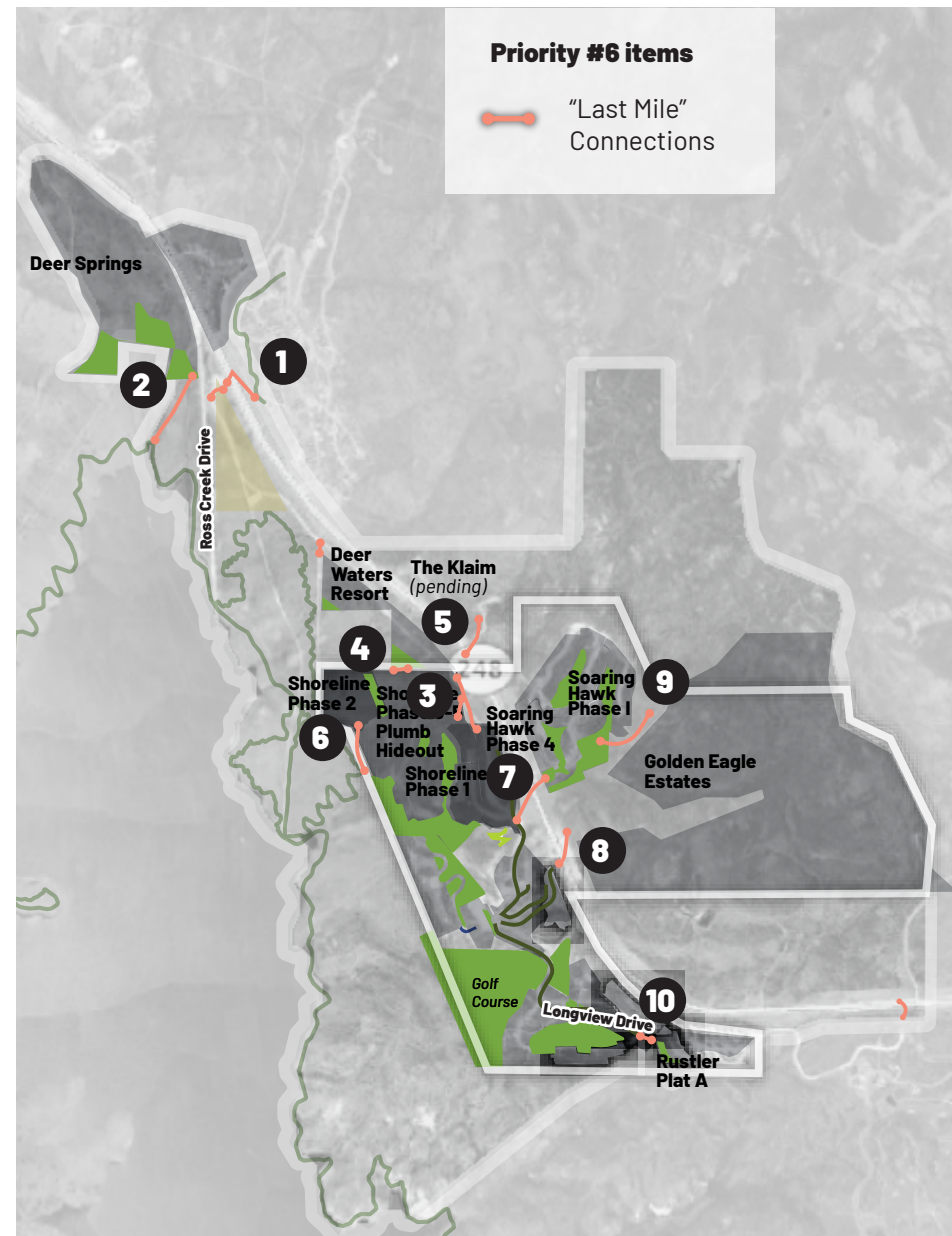
Logistically, depending on the negotiations with the State Park, the Town may have to acquire a 'bridge' property (very small, perhaps 10' wide by 20' long) on which to build the connecting trail piece. The State Park may not allow trails in/out of the park to connect directly to private land. The Town has a very good relationship with the State Park and should begin a dialogue with the representatives to ensure a mutually beneficial trail system.



PRIORITY 6 Connect the 'Last Mile' for All Constructed Trails and Parks

In many ways the challenges associated with community trails are similar to those issues that confront public transportation – how to easily link the final connections to ensure users can and will effortlessly navigate the system. These final pieces, the links, are generally small in scale but necessary in terms of 'completing' the network. In transportation planning these final links are often referred to as the 'last mile.'

Assuming the prior priorities are completed as recommended, the following 'last mile' connections should be completed:



Priority #6 items
"Last Mile" Connections

- 1 Connect the existing trail that runs parallel to Ross Creek Drive down the slope to the 'Spine' on SR248 and to the over/under pass near North Deer Mountain Boulevard or Longview Drive intersection with SR248.
- 2 Connect the trails within the Deer Springs development to the existing Jordanelle State Park trail just west of Ross Creek and alongside the north end of the lake.
- 3 Connect the trail(s) on the southern end of Deer Waters Resort to the north end of Plumb Hideout and Shoreline - Phase 1 - where private development trails have been completed.
- 4 Connect Deer Waters Resort to Shoreline - Phase 2. This is a short but necessary connection.
- 5 Connect The Klaim trail(s) down the mountain to SR248 'Spine.'
- 6 Connect Shoreline - Phase 2 to the intersection of the Town's trail and the Jordanelle State Park at the bottom of Dead Man's Gulch.

- 7 Connect Soaring Hawk - Phase 4 down the mountain to the 'Spine' and then across SR248 to Shoreline - Phase 1 (to Shoreline Drive).
- 8 Connect the easternmost trail that was constructed as part of the development approval for Golden Eagle Estates down the slope to the 'Spine' on SR248.
- 9 Connect Soaring Hawk Phase 1 trail (in the green/open space) to the trail system proposed by Golden Eagle Estates.
- 10 Connect the existing trail along Longview Drive to the open space at the eastern end of Rustler Plat A - this could be a future park area and a connection point to a trail that may follow the powerline easement that crosses East Lasso Trail at Longview Drive.

The Town should partner with the Bureau of Land Management (BLM), owner of this triangular piece of land and the Ross Creek Trailhead, to either take partial ownership of this area or secure easements to connect Deer Springs to Deer Waters via a new trail. If the Town cannot acquire this land, improved sidewalks or a paved trail along Longview Drive should be incorporated into the existing right-of-way.

The challenges associated with some of these trails is that many of the recommended connections cross from one development/neighborhood to another and there may be concerns relative to 'ownership' and HOA restrictions – this is particularly true with the Master Association HOA that has, to date, looked upon these connections as unfavorable. These issues can be overcome in a few ways:

- The Town must partner and collaborate with the Master Association HOA and Bob Martino/Mustang Development in particular. A win-win opportunity is possible and should be explored.
- Recognize that the allowance of any trail connections may require signage to let users know when they are on public or private trails. The Master Association HOA might request some form of legal indemnification should an accident of some type ensue on their property.
- A possible solution to the public vs. private trail use might be for the Master Association HOA to grant easements along the private trails to the Town thus removing private accountability for user accidents. The granting of a short-term easement as a trial run of sorts could mitigate any hesitation on the part of the Master Association HOA.

Estimated Cost: \$500,000 - \$750,000

- Assumes easements; no acquisition
- Site preparation work; path creation

— State Park Trails
— Existing Open Space Trails
■ Parks/Open Space

PRIORITY 7

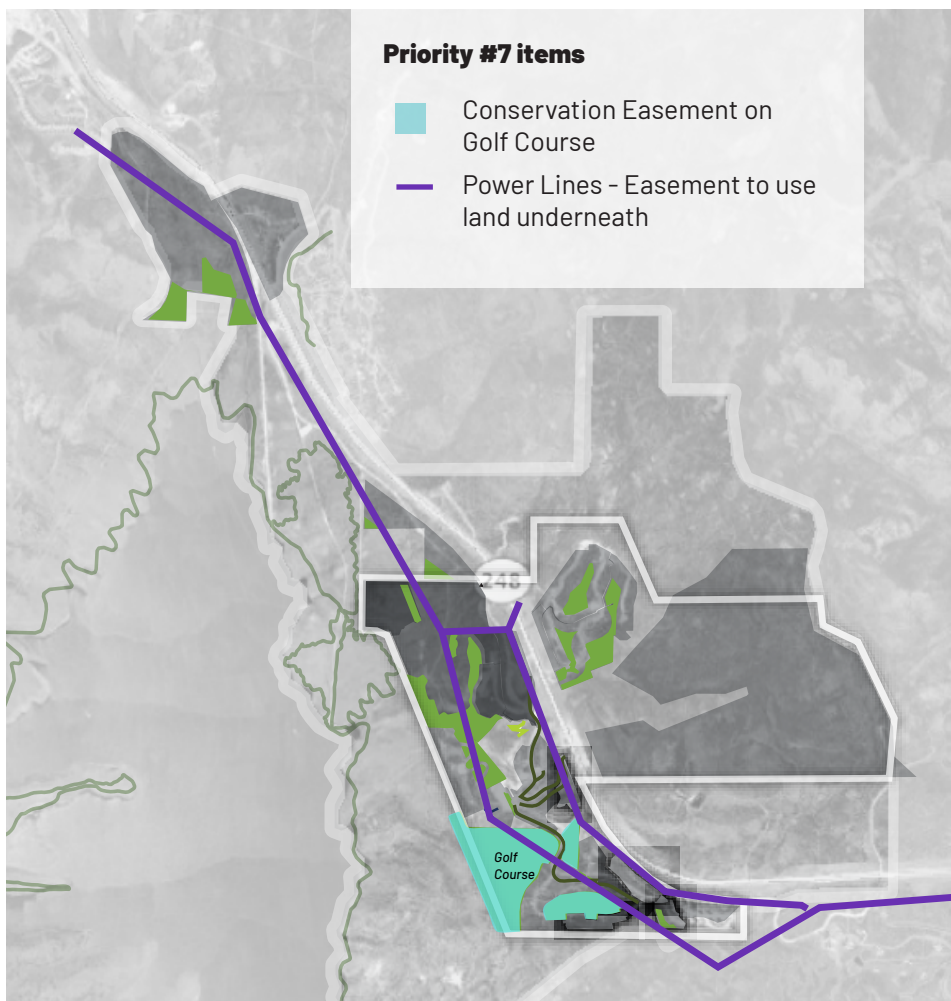
Use Conservation Easements as a Partnership Tool to Protect the Land Under Power Lines for Parks/Trails and Explore Similar Opportunities on the Golf Course



The land under the existing utility power lines offers a significant amount of space to negotiate use for trails, linear parks, or similar. Discussions with Rocky Mountain Power can be lengthy and cumbersome but the long-term results could yield great potential, particularly on the southern end of the Town where connections to Tuhaye are desired.

The golf course is owned by Mustang Development and provides open space and recreational opportunities for its members. The RSPA designation for this land generally protects the land and ensures its use as a resort amenity but the long-term viability of the golf course remains in question given changing demographics and recreational choices. Concerns about the future use of this property could be mitigated by the overlay of a conservation easement on the golf course. This would be written to exclude any development on this site while guaranteeing the land to be preserved as open space or parkland – for the future of the community.

Utah Open Lands or similar entities could assist the Town to secure a conservation easement. In addition, there are other methodologies to ensure the protection of this asset well into the future. The owner may be willing to enter into a Development Agreement subject to conditions guaranteed by the Town – another example of a partnership opportunity.



Estimated Cost: \$375,000 - \$1,975,000

- Assumes easements (legal fees); no acquisition
- Varies based upon trail type - natural walking/ biking trail or 10' paved
- Site preparation work to path construction

— State Park Trails
 — Existing Open Space Trails
 ■ Parks/Open Space

Build It Before They Come!

While parks, open space and trails are almost universally desired within any community, it is much easier to design and build this recreational infrastructure before all residential and commercial structures are in place. That allows the parks and trails to become the defining elements as the community grows; these become the skeletal framework, similar to roads, around which new development is built.

Appendix

Definitions

Open and Recreational Spaces

Open space is any open piece of land that is undeveloped (has no buildings or other built structures) and is typically accessible to the public. In some cases, open space may be used for recreational or trail purposes as outlined below while there may be some instances that open space is purchased or acquired for view shed purposes only. In these cases, the land may not be made available for public use.

A **park** is an area of natural, semi-natural or planted space set aside for public enjoyment and recreation or for the protection of wildlife or natural habitats. Some parks may include playground equipment, benches, or a shelter for community gatherings.

A **sports field** is an area on which sports are played; these include but are not limited to: baseball, soccer, football, pickle-ball, volleyball, or similar.

A **plaza** is typically a public square, marketplace, or similar open space in a built-up area and for use by the public.

A **town center** is the commercial or geographical center or core area of a town. Town centers are traditionally associated with shopping or retail. They are also the center of communications with major public transport hubs such as train or bus stations.

A **conservation easement** is an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural state, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat, or other use or condition consistent with the protection of open land.

A **trail easement** (or **use easement**) is a perpetual legal agreement that allows others to use someone's land in the manner specifically provided for within the easement.

Common Areas (HOA)

The CC&Rs typically define general **common areas** those available for the use of all the homeowners in the development. The majority of common elements in a development are usually 'general' common elements. Their exact location should be depicted in the development's plat or map. In a single-family home development, often all of the common elements are general common elements. General common elements might include such things as a pool, a park, or a clubhouse.



POST Planning
Let's Implement

Town of Hideout, UT