NOTICE OF HIDEOUT, UTAH
TOWN COUNCIL REGULAR MEETING
AND PUBLIC HEARING
AGENDA
March 12, 2026

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its regularly scheduled meeting at approximately **5:00 PM**, or soon thereafter, on **Thursday, March 12, 2026** in the Town of Hideout Council Work Room located at 10860 N. Hideout Trail, Hideout, Utah for the purposes and at the times described below.
The public may join remotely, attend in-person, or view the open portions of this meeting through live broadcast by connecting to: https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/.
Interested parties may join via Zoom:

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

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

Meeting ID: 435 659 4739

5:00 PM Regular Meeting

I. Welcome – by Mayor Ralph Severini

II. Call to Order

III. Roll Call

IV. Pledge of Allegiance

V. Possible Closed Executive Session to discuss pending or reasonably imminent litigation, the character and professional competence or physical or mental health of an individual; deployment of security personnel, devices or systems, the sale or acquisition of real property; and/or another permitted purpose under UCA§52-2-205.

VI. Public Comment (Three (3) minutes per person)

The Public Comment period is an opportunity for individuals to make general public comment for items not listed on the agenda. Comments regarding items set for a Public Hearing will be taken during the designated hearing.

VII. Mayors Report - The Mayor will provide general updates on current projects, community events, and upcoming calendar items.

VIII. Agenda Items

1. Town Hall Open House to be held on Wednesday, April 15. 2026 to discuss Wildfire Preparedness - Speakers to be announced - Presented by Mayor Severini (5 Min.)
2. UDOT Safety Update – Presented by Geoff Dupaix (15 Min.)
3. Discussion and Possible Adoption of Utility Rates Study – Presented by Fred Philpot (10 Min.)
4. Discussion of Water Tier Rate Study. (10 Min.)
5. Discussion of GRAMA process – Presented by Miki Mullor (15 Min.)

6. Consideration and Possible Authorization of the Mayor to enter into a franchise agreement with UTOPIA – Presented by Nicole Cottle, UTOPIA, and Polly McLean (10 Min.)

7. HYPERLINK "appIS3debd0592c9b428483a960ee980a4029"Quarterly Budget Presentation – By Katie Shepley (20 Min.)

8. Consideration and Possible Approval of Settlement of Case No. 210500045. (Density Case)

9. Consideration and Possible Approval of Adopting Resolution 2026-R-XX to repeal and replace the Hideout Fee and Rate Schedule – Presented by Jan McCosh, Town Administrator (5 Min.)

10. Notification to Council of Emergency Services Invoice paid related to water break. – Presented by Jan McCosh, Town Administrator (5 Min.)

11. Discussion of Water Audit. – Mayor Severini, Dennis Pay, Town Engineer (HAL) and Jason Biesinger (HAL) (10 Min.)

12. Discussion and Possible Approval of Ordinance 2026-O-XX regarding Planning Commission rules and procedures. (10 Min.).

13. Discussion and Possible Approval of Ordinance 2026-O-XX regarding the Sewer and Infrastructure Committee. (10 Min.)

14. Discussion of Proposed Ordinance 2026-O-XX regarding Rules of Conduct and Ethical Standards. Council Member Cooper (10 Min.)

6:00 PM

IX. Public Hearing

The Public Hearing is held for the purpose of receiving public comment on the following item:

Review and Consideration of Approval for Ordinance, 2026-O-XX amending the Official Town of Hideout Zoning Map to rezone parcel 00-0021-2486 from Mountain (M) to Neighborhood Mixed Use (NMU) to allow for the location of a fire station and possible public works building.
– Presented by Thomas Eddington (10 Min.).

X. Committee Updates –

1. Planning Commission - *Thomas Eddington, Town Planner* *(3 Min.)*
2. Economic Development Committee - *Council Member Brady* *(3 Min.)*
3. Transportation Committee - *Council Member Haselton* *(3 Min.)*
4. Infrastructure/Public Utilities Advisory Committee – *Council Members Gunn & Cooper (3 Min.)*
5. Communications Committee – *Council Member Nadelberg and Mayor Severini (3 Min.)*

XI. Consent Agenda (5 Min.)

1. Approval of the July 10, 2025 Town Council Regular Meeting/Public Hearing Minutes – Draft
2. Approval of the August 14, 2025 Town Council Regular Meeting and Public Hearing Minutes – Draft
3. Approval of the September 11, 2025 Town Council Regular Meeting and Public Hearings Minutes – Draft
4. Approval of the October 9, 2025 Town Council Regular Meeting and Public Hearing Minutes – Draft

5. Approval of the December 3, 2025 Town Council and Planning Commission Special Meeting Minutes – Draft
6. Approval of the February 10, 2026 Town Council/Planning Commission Offsite Retreat- Draft.

XII. Follow up of Items from Approved Minutes

XIII. Meeting Adjournment

I, Maria Devereux, the Recorder for the Town of Hideout, UT, do hereby certify that the above March 12, 2026 Hideout Town Council Meeting Notice & Agenda was posted at the following locations: 1) Hideout Town Hall, 2) Town website www.hideoututah.gov and 3) the Utah Public Notice Website at www.utah.gov/pmn.

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

Posted 03/08/2026

File Attachments for Item:

3. Discussion and Possible Adoption of Utility Rates Study – Presented by Fred Philpot (10 Min.)

PUBLIC FINANCE ADVISORS

LEWIS | ROBERTSON | BURNINGHAM

MEMORANDUM
TOWN OF HIDEOUT UTILITY RATE STUDY

To: Jan McCosh, Town Administrator
From: Fred Philpot, LRB Public Finance Advisors
Date: February 10, 2026
RE: Town of Hideout Water Fund Allocation and Utility Rate Adjustments

LRB Public Finance Advisors was retained by the Town of Hideout to perform a comprehensive financial sustainability analysis for the Town's water, sewer, and stormwater utilities. The primary goals of this analysis were to proportionately allocate cost to each enterprise fund, justify rates that the Town charges to residents for each utility, and determine the appropriate "standby" rate that is charged to platted properties for reserved capacity in the three systems.

The Town currently uses a single "Water Fund" to account for the revenues and expenses of its water, sewer, and stormwater utilities. Isolating the revenues and expenses attributable to each individual utility is necessary to defensibly establish separate rates. Accordingly, LRB assisted the Town in developing a process to allocate the combined revenues and expenses into separate utility funds.

In what follows, LRB will first outline its guiding principles for determining cost allocation. Second, LRB will present its recommendation for the process of separating the current Water Fund into separate funds for each of the Town's utilities.

Finally, recommended adjustments to Hideout's four utility rates (standby, water, sewer, and stormwater) will be provided, along with an explanation of the methodology and assumptions behind the recommendations.

GUIDING PRINCIPLES

The following principles guided the allocation of cost and determination of rates in this analysis.

1. Standby rates were evaluated based on a fixed-cost recovery charge for "system readiness." LRB evaluated the full utility revenue requirement, then identified each expense line item that is considered fixed and tied to system availability/readiness. Examples of these costs include:
    a. Fixed O&M (labor, maintenance, billing/admin, etc.)
    b. Debt service
    c. Capital-related fixed costs and depreciation
    d. Capacity-reservation costs (e.g., water rights lease/reservation fees)

2. Standby rates should not recover costs that truly vary with usage (chemicals, power that scales with pumping volume, etc.).

3. The allocation of cost should be based on a transparent allocator as discussed below.

4. Once costs have been allocated, each utility is evaluated to ensure appropriate rates are established to maintain system goals.

RECOMMENDED ALLOCATION METHODOLOGY

LRB worked with the Town to develop several different allocation methodologies, which apply to one or more revenue or expense line items from the Town's Water Fund. Revenues or expenses from a given line item were proportionately assigned to the Town's standby, water, sewer, and/or stormwater services (each of which is hereafter referred to as a "utility fund") based on the distribution of the associated allocation methodology. Each methodology is briefly described below. It is important to note that not all allocation methodologies were used to determine the final allocated costs or rate recommendations.

- Direct: 100% of the revenue or expense will be attributed directly to the applicable utility fund.
- Rates: Revenues or expenses are allocated based on the share that each current monthly fee comprises of the total monthly bill to a resident.[1]
- CO vs. Standby: Revenues or expenses are split between standby and **one** of the other utility funds. The allocation percentages are based on the proportions of total platted Town lots that have been issued certificates of occupancy (COs) versus those that have not.[2]
- Acre Feet Utilized vs. Available: Under this methodology, revenues or expenses are split between standby and **one** of the other utility funds based on how much of the 150-acre feet of water purchased from Jordanelle Special Service District (JSSD) is utilized by occupied lots versus how much is reserved for currently unoccupied (standby) lots. As of FY25, data on usage of JSSD water shows 142 (94.7%) acre feet allocated to occupied lots versus 8 (5.3%) acre feet to standby lots.
- Proportional: This allocation method was specifically designed to closely match the percentages of the "Rates" allocation methodology but without being tied to the rate variable that is being manipulated as part of this study. The "Proportional" percentages are weighted averages of three individual percentage distributions—one based on occupied versus unoccupied platted lots, the second based on discretionary customer usage of utility systems, and the third based on original value of each utility system. See the table below for full details.

TABLE 1: "PROPORTIONAL" ALLOCATION METHODOLOGY

Utility Fund	Number of Associated Lots	Fixed Distribution	Annual Usage (Thousands of Gallons)[1]	Production Distribution	Original System Value	System Distribution[2]	Final "Proportionate" Distribution
Standby	830	25.5%	-	0.0%		25.5%	**10.2%**
Water	807	24.8%	46,539	100.0%	$2,468,801	28.3%	**71.0%**
Storm	807	24.8%	-	0.0%	$1,574,560	18.0%	**7.9%**
Sewer	807	24.8%	-	0.0%	$2,464,195	28.2%	**10.9%**
Weight		10%		60%		30%	

[1] Although the Town's sewer customers certainly contribute wastewater to the sewage system, the Town's Public Works manager has indicated that there is no reliable way to accurately estimate sewer flows. Hence, we are only associating discretionary usage with the Town's water system.
[2] Here we assume that the standby "system" is a portion of each of the three physical systems. That portion is precisely equal to standby's percentage share of the fixed distribution.

[1] The Town currently charges monthly fees of $94.90 for water (excluding usage), $28.60 for sewer, and $6.00 for stormwater. Standby customers are billed $262.00 annually (this annual figure was divided by 12 for purposes of developing the "Rates" allocation percentages).
[2] Throughout the entire duration of FY25, the Town had an average of 807 (49.3%) platted lots with certificates of occupancy and 830 (50.7%) platted lots without certificates of occupancy.

- Asset: Revenues or expenses are allocated to the water, sewer, and stormwater utility funds based on the proportion of original system value that each physical system contributes to the total original value. Notably, the standby utility fund receives no consideration under this allocation methodology.

- System: The percentages for this allocation methodology are precisely those shown in the "System Distribution" column of Table 1. Unlike the "Asset" allocation methodology, the standby utility fund is included and is assigned an allocation percentage based on the description provided in footnote 2 of Table 1.

Table 2 shows each revenue and expense line item contained in the Town's Water Fund. Next to each line item is the recommended allocation methodology that was determined based on discussions with the Town and the Guiding Principles of this analysis.

TABLE 2: RECOMMENDED ALLOCATION METHODOLOGY FOR EACH "WATER FUND" LINE ITEM

REVENUE/EXPENSE CATEGORY	REVENUE/EXPENSE ITEM	FINAL RECOMMENDED ALLOCATION METHODOLOGY
Operating Income	5141 Standby Water/Infrastructure Maintenance	Direct (Standby)
Operating Income	5140 Water Service - billing to residents	Direct (Water)
Operating Income	5145 Storm Water Ser. - billing to residents	Direct (Storm)
Operating Income	5150 Sewer Service - billing to residents	Direct (Sewer)
Operating Income	5315 Water Transfer Fees	Direct (Water)
Operating Income	5143 Meter Rental	Direct (Water)
Operating Income	5410 Late Penalties & Fees	Direct (Standby)
Operating Income	5110 Interest	Proportional
Operating Income	5490 Other Operating Income	Proportional
Operating Income	5312 Sewer Connection	Direct (Sewer)
Operating Income	5310 Water meter Connection	Direct (Water)
Expenses – Salaries, Benefits, and Admin.	6355 Benefits	Proportional
Expenses – Salaries, Benefits, and Admin.	6350 Salaries & Wages	Proportional
Expenses – Salaries, Benefits, and Admin.	Leases	Proportional
Expenses – Salaries, Benefits, and Admin.	Administration	Proportional
Expenses – PW Department	6210 Meters	Direct (Water)
Expenses – PW Department	6006 Consulting Services – PW	Proportional
Expenses – PW Department	6205 Material and Supplies	Asset
Expenses – PW Department	6305 Repairs & Maintenance – Sewer	CO vs. Standby
Expenses – PW Department	6315 Repairs & Maintenance - Storm	CO vs. Standby
Expenses – PW Department	6310 Repairs & Maintenance – Water	CO vs. Standby
Expenses – General Enterprise	6140 Engineering - Ongoing and projects	Proportional
Expenses – General Enterprise	6405 JSSD - Sewer charges to town	Direct (Sewer)
Expenses – General Enterprise	6410 JSSD - Water charges to town	Direct (Water)
Expenses – General Enterprise	6412 Water Reservation	Direct (Standby)
Professional Expense	6150 Legal	Proportional
Professional Expense	6005 Accounting and Audit	Proportional
Bad Debt and Depreciation Expense	5070 Bad Debt Expense	Direct (Standby)

Bad Debt and Depreciation Expense	5080 Interest expense – Bond	Proportional
Bad Debt and Depreciation Expense	Depreciation	System

It is important to note that actual future capital costs have not been evaluated at this stage. Instead, this analysis includes depreciation as an estimate of future capital needs. The Town is in the process of updating its master plans for each utility. LRB recommends that the Town update the financial sustainability models following the completion of the master plans and the establishment of independent enterprise funds for each utility.

RECOMMENDED RATE ADJUSTMENTS

LRB applied the final recommended allocation methodologies listed in Table 2 to Hideout's FY25 actual "Water Fund" revenues and expenses. LRB assumed that the aggregate revenue-to-expense ratio of the FY25 actuals was representative of a typical fiscal year. One adjustment was made to the FY25 actuals, however, to account for a significantly increased sewer bill that JSSD began charging to the Town beginning in January 2026. Starting then, the monthly bill per sewer connection increased to $31.21.

With roughly 828 sewer connections in the Town (calculated based on reported FY25 Town sewer billing revenues), annual JSSD sewer charges for FY25 would have been approximately $310K, rather than the $52,503 actually incurred. Substituting the $310K amount ensures that the resulting recommended rates account for the one substantial exception to the assumption that FY25 revenue and expense proportions will remain relatively stable in the near term.

Allocated revenues and expenses were then aggregated for each separate utility fund to establish respective fund surpluses or deficits. Except for the water fund, all newly established individual utility funds had net fund deficits. In fact, the aggregation of *total* revenues and expenses resulted in a net deficit across all utilities of **($44,294)**, indicating the need for the Town to charge residents more per month for all utilities combined than they are currently charging.

In setting recommended rates, LRB determined with the Town that any rate increases should not only fully cover associated fund deficits, but that the increases should also ensure a surplus in each utility fund equal to 10 percent of that fund's total allocated expenses. **Table 3** below shows—for each newly established utility fund—the total revenues, total expenses, and the fund deficits/surpluses both with and without the 10% surplus target.

TABLE 3: SURPLUSES (DEFICITS) OF INDIVIDUAL UTILITY FUNDS

	STANDBY	WATER	STORM	SEWER	TOTAL
Total Revenues	$180,486	$1,391,224	$53,477	$333,688	$1,958,876
Less Total Expenses	$252,749	$1,116,164	$125,801	$508,455	$2,003,169
Total Surplus (Deficit)	**($72,263)**	**$275,060**	**($72,323)**	**($174,767)**	**($44,294)**
Less Surplus Contribution (10% of total expenses)	$25,275	$111,616	$12,580	$50,845	$200,317
Combined Surplus (Deficit) (accounting for surplus target)	**($97,538)**	**$163,444**	**($84,903)**	**($225,613)**	**($244,610)**

With combined surpluses and deficits calculated for each utility fund, the final information to determine is how many units (standby lots, billable meters, and residential or commercial units) were assessed the individual utility fees in FY25. This was done by dividing the total billed revenues by the current monthly rate per billed unit, as illustrated in **Table 4** below.

TABLE 4: ESTIMATED FY25 BILLABLE UNITS FOR EACH UTILITY SERVICE

UTILITY SERVICE	BILLABLE UNIT	FY25 TOWN BILLING REVENUES	CURRENT MONTHLY RATE PER BILLED UNIT	ESTIMATED FY25 BILLABLE UNITS
Standby	Unoccupied Platted Lot	$171,585	$21.83*	**655**
Water[1]	Billable Metered Connections	$1,247,199	$94.90	**863**
Storm	Billable Meter	$49,908	$6.00	**693**
Sewer	Residential or Commercial Unit	$284,256	$28.60	**828**

* The Town assesses its standby fee to applicable lots on a yearly—not monthly—basis. However, the annual fee of $262.00 was divided by 12 for the purpose of this analysis.
[1] Unlike the other utility services, the number of billable units for water was not determined by simply dividing the corresponding billing revenues by the current monthly rate. Because of the complication with water customers paying both a $94.90 base rate **and** variable usage rates, the average number of FY25 billable metered connections was obtained directly from Hideout's Billing Manager. The only difference between "billable metered connections" (the billable unit for the water utility) and "billable meters" (the billable unit for the stormwater utility) is that the former counts each of the 185 units in the Town's 17 apartment buildings separately.

With estimates of FY25 billable units for each utility service established, the amount of each combined deficit or surplus can be equally divided amongst all applicable billable units to determine the *annual* total by which each unit's utility bill should increase or decrease. Dividing each annual change by 12 yields LRB's recommended monthly rate adjustments for each utility service, which can then be added to the existing monthly rates to determine the new recommended monthly rates per billable unit for each of Hideout's utility services. These calculations are outlined in **Table 5** below. Note the special consideration for standby customers owning lots for which water was brought by the developer.

TABLE 5: CALCULATION OF FINAL RECOMMENDED RATE ADJUSTMENTS

	STANDBY	WATER	STORM	SEWER
Combined Surplus (Deficit) (from Table 3)	($97,538)	$163,444	($84,903)	($225,613)
Estimated FY25 Billable Units (from Table 4)	655	863	693	828
Recommended Rate Change (annual)	**$148.93**	**($189.39)**	**$122.49**	**$272.40**
Recommended Rate Change (monthly)	**$12.41**	**($15.78)***	**$10.21**	**$22.70**
Current Monthly Rate (from Table 4)	$21.83	$94.90	$6.00	$28.60
Recommended New Monthly Rate	**$34.24**	**$79.12***	**$16.21**	**$51.30**
Recommended New Monthly Standby Rate (brought water)[1]	**$26.02**			

* It is overly simplistic for all of the recommended water rate reduction to be applied to the base rate. Thus, consider the above water-related data to be nothing more than an illustration that a revenue adjustment is needed. As to how precisely that revenue adjustment should be implemented in the form of base and usage rate changes, see the "Items for Future Consideration" section of this report.
[1] Developers who bring their own water rights should not have to pay for water reservation expenses that are allocated to the standby utility fund. The $26.02 monthly rate comes about through the identical calculation that produced the original standby rate ($34.24), the only exception being that the $97,538 standby deficit is initially reduced by the amount of the FY25 water reservation expense ($64,661).

ITEMS FOR FUTURE CONSIDERATION

LRB's recommendations come with the following main caveats that should be addressed in future refinements or additions to this study.

1. Tiered Billing Structure for Water Usage: The Town of Hideout's water customers pay more than just the monthly base rate of $94.90 if their monthly water usage exceeds 10,000 gallons. However, the analysis outlined in Table 5 was performed without any consideration of usage charges, meaning the calculated

monthly bill reduction—which is a 13% reduction relative to the current average bill of $120.43[3]—would apply to all water customers equally, regardless of their individual amount of usage. To produce more equitable and proportionate rate adjustments, LRB recommends that an additional study be performed to determine how water rate reductions may be best applied to a combination of base and usage rates. LRB also recommends that, as part of this study, the current usage tiering structure be evaluated for a potential restructuring that would cause more than just the heaviest water users to pay variable usage rates from month to month. Such a restructuring may help promote conservation.

2. The "Perch" Subdivision: This development contains 150 lots but is billed as only 2 platted lots. Thus, the number of platted lots used by LRB to develop final rate recommendations (655) is 148 lots short of the actual, physical number of platted lots. If the Town can start billing standby fees to these additional 148 lots, this analysis should be updated to account for the increased standby revenues and the increased number of ratepayers, as both factors would substantially reduce the financial burden per billable standby lot.

3. Billable Units for Stormwater: Currently, the Town bills for stormwater service on the basis of billable meters. This causes multifamily apartment buildings to be assessed only one stormwater bill each month, the same as is assessed to single family homes. However, the impervious area of one of the Town's apartment buildings is much greater than that of an average single family home in the Town. The Town should thus consider changing the billing basis for stormwater service from billable meters to impervious area.

4. The "Golden Eagle" Subdivision: No current or future homes in this subdivision will use Hideout's stormwater system, as that service will be provided entirely by Hideout Local District #1 (HLD1). Furthermore, HLD1 will provide sewer service and infrastructure to *some* of the Golden Eagle homes, while the Town's water system will be used by the entire subdivision. The standby rates developed as part of LRB's analysis—one for developers who bring their own water rights and one for developers who don't—seek to recover costs for reserving capacity in *all three* of Hideout's utility systems. Because no future homes in the Golden Eagle subdivision will utilize all three of the Town's systems, the standby rates that platted lots in the subdivision pay should be uniquely constructed to reflect only the costs of capacity reservation in one or both of the water and sewer systems, as the case may be. The standby rates recommended in this study should therefore **not** be assessed to platted lots in the Golden Eagle subdivision. Specific rates for the Golden Eagle subdivision should be developed as part of a future study.

5. JSSD Sewer Charges: As seen in Table 2, the entirety of the "JSSD - Sewer charges to town" expense item is currently allocated to the sewer utility fund. However, recent Town discussions with JSSD indicate that the previously mentioned increase in this expense is attributable to both usage-related stress on the sewer system **and** necessary capital improvements to system infrastructure. If, in the future, the Town can determine precisely how the increase is distributed between these cost components, it would be appropriate to allocate this expense item to both the sewer and the standby utility funds.

SUMMARY

Based on the findings of this analysis, an increase to standby, storm, and sewer rates is warranted. However, a reduction in water rates may help mitigate these increases. The proposed rates would allow for the funding of approximately $250K in depreciation expense across all utilities, which could be used to fund future capital

[3] This value results from dividing the total FY25 water billing revenues ($1,247,199) by the assumed average number of FY25 water customers/connections (863).

needs. Each rate also considers a contribution to fund balance of 10 percent of that fund's total allocated expenses—a combined allocation of approximately $200K from all utilities. If the Town anticipates the need for additional funds beyond the depreciation allocation and the fund balance contribution, the Town may consider reducing or eliminating the decrease to water rates to ensure higher revenue generation.

File Attachments for Item:

4. Discussion and Possible Adoption of Water Tier Rate Study. (10 Min.)

	$748,319.47
Desired % of revenues:	60%

Revenue from Proposed Tiers & Rates

Residential				
	Unit Charge	**Ratios Relative to Tier 1**	**Units**	**Total Revenues**
Base	$77.20		646	$598,763.20
Tier 1	$2.01		15,360	$30,834.67
Tier 2	$3.01	1.50	3,465	$10,433.80
Tier 3	$6.02	3.00	1,658	$9,985.46
Tier 4	$10.04	5.00	1,135	$11,389.26
Tier 5	$16.06	8.00	806	$12,945.98
Tier 6	$24.09	12.00	3,071	$73,967.10
Total				**$748,319.47**
			Difference	*$0.00*
				60.00%

Revenue from Existing Tiers & Rates

Residential				
	Unit Charge	**Ratios Relative to Tier 1**	**Units**	**Total Revenues**
Base	$94.90		646	$736,044.40
Tier 1	$11.44	1.00	2,672	$30,572.00
Tier 2	$13.78	1.20	1,161	$15,996.24
Tier 3	$15.22	1.33	1,031	$15,688.38
Tier 4	$16.78	1.47	378	$6,344.25
Tier 5	$18.46	1.61	198	$3,664.29
Tier 6	$20.42	1.78	143	$2,917.22
Tier 7	$22.50	1.97	160	$3,589.20
Total				**$814,815.98**
				67.32%

Impacts on Example Customers

Residential					
		Monthly Usage (1000s of gallons)	***Base Charge***	***Usage Charge***	***Total Monthly Charge***
Proposed Structure	***Very High User***	20.0	$77.20	$148.55	**$225.75**
	Above Average User	6.0	$77.20	$14.05	**$91.25**
	Average User	3.3	$77.20	$6.62	**$83.82**
Existing Structure	***Very High User***	20.0	$94.90	$114.40	**$209.30**
	Above Average User	6.0	$94.90	$0.00	**$94.90**
	Average User	3.3	$94.90	$0.00	**$94.90**

Amount of Usage in Each Residential Tier (Proposed & Existing)					
Tiering Structure	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Proposed	4.0	4.0	4.0	4.0	4.0
Existing	10.0	10.0	10.0	20.0	20.0

Amount of Usage in Each Multifamily Tier (Proposed & Existing)					
Tiering Structure	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Proposed	40.0	10.0	10.0	10.0	10.0
Existing	10.0	20.0	20.0	20.0	20.0

Amount of Usage in Each Irrigation Tier (Proposed & Existing)					
Tiering Structure	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Proposed	50.0	20.0	20.0	20.0	20.0
Existing	10.0	20.0	20.0	20.0	20.0

# of units: 185 *$249,439.82*

Desired % of revenues: 20%

Multifamily

	Unit Charge	Ratios Relative to Tier 1	Units	Total Revenues	
Base	$840.12		17	$171,384.00	**Base**
Tier 1	$2.76		7,684	$21,183.57	**Tier 1**
Tier 2	$4.14	1.50	1,309	$5,414.43	**Tier 2**
Tier 3	$8.27	3.00	935	$7,729.98	**Tier 3**
Tier 4	$13.78	5.00	553	$7,625.69	**Tier 4**
Tier 5	$22.05	8.00	312	$6,890.51	**Tier 5**
Tier 6	$33.08	12.00	883	$29,211.64	**Tier 6**
Total				**$249,439.82**	**Total**
			Difference	*$0.00*	
				20.00%	

Multifamily

	Unit Charge	Ratios Relative to Tier 1	Units	Total Revenues	
Base	$182.00		17	$37,128.00	**Base**
Tier 1	$20.02	1.00	3,882	$77,727.19	**Tier 1**
Tier 2	$22.10	1.10	3,074	$67,941.74	**Tier 2**
Tier 3	$24.32	1.21	1,488	$36,184.37	**Tier 3**
Tier 4	$26.78	1.34	527	$14,113.84	**Tier 4**
Tier 5	$29.52	1.47	300	$8,859.63	**Tier 5**
Tier 6	$32.50	1.62	287	$9,338.75	**Tier 6**
Tier 7	$35.76	1.79	81	$2,893.70	**Tier 7**
Total				**$254,187.21**	**Total**
				21.00%	

Multifamily

		Monthly Usage (1000s of gallons)	*Base Charge*	*Usage Charge*	*Total Monthly Charge*	
Proposed Structure	***Very High User***	120.0	$840.12	$1,916.03	**$2,756.15**	**Proposed Structure**
	Average User	57.0	$840.12	$209.52	**$1,049.64**	
	Low User	37.0	$840.12	$102.01	**$942.12**	
Existing Structure	***Very High User***	120.0	$182.00	$2,454.80	**$2,636.80**	**Existing Structure**
	Average User	57.0	$182.00	$1,012.64	**$1,194.64**	
	Low User	37.0	$182.00	$555.10	**$737.10**	

Tier 6
1,000.0
20.0

Tier 6
1,000.0
20.0

Tier 6
1,000.0
20.0

			$249,439.82			
		Desired % of revenues:	20%			
Irrigation				**Total Revenues**		
Unit Charge	**Ratios Relative to Tier 1**	**Units**	**Total Revenues**			
$77.20		32	$29,722.00	**Base**	$799,869.20	=
$7.01		5,557	$38,966.24	**Tier 1**	$90,984.48	
$10.52	1.50	938	$9,865.93	**Tier 2**	$25,714.16	
$21.04	3.00	622	$13,078.40	**Tier 3**	$30,793.84	
$35.06	5.00	462	$16,192.44	**Tier 4**	$35,207.39	
$56.10	8.00	318	$17,849.45	**Tier 5**	$37,685.93	
$84.14	12.00	1,471	$123,765.37	**Tier 6**	$226,944.12	
			$249,439.82		**$1,247,199.12**	=
		Difference	*$0.00*			
			20.00%			

Irrigation				**Total Revenues**	
Unit Charge	**Ratios Relative to Tier 1**	**Units**	**Total Revenues**		
$94.90		32	$36,536.50	**Base**	$809,708.90
$10.54	1.00	2,371	$24,988.37	**Tier 1**	$133,287.56
$11.70	1.11	1,585	$18,549.98	**Tier 2**	$102,487.96
$12.88	1.22	938	$12,081.36	**Tier 3**	$63,954.11
$14.18	1.35	622	$8,815.82	**Tier 4**	$29,273.91
$15.60	1.48	462	$7,204.77	**Tier 5**	$19,728.69
$17.16	1.63	441	$7,560.70	**Tier 6**	$19,816.66
$18.98	1.80	1,348	$25,593.58	**Tier 7**	$32,076.48
			$141,331.07		**$1,210,334.26**
			11.68%		

Irrigation				
	Monthly Usage (1000s of gallons)	***Base Charge***	***Usage Charge***	***Total Monthly Charge***
Very High User	120.0	$77.20	$2,243.87	**$2,321.07**
Above Average User	80.0	$77.20	$771.33	**$848.53**
Average User	55.0	$77.20	$403.20	**$480.40**
Very High User	120.0	$94.90	$1,298.00	**$1,392.90**
Above Average User	80.0	$94.90	$844.20	**$939.10**
Average User	55.0	$94.90	$509.20	**$604.10**

Base Rate Revenues Target

$800,000.00

Total Revenues Target

$1,247,199.12

File Attachments for Item:

6. Consideration and Possible Authorization of the Mayor to enter into a franchise agreement with UTOPIA – Presented by Nicole Cottle, UTOPIA, and Polly McLean (10 Min.)

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF HIDEOUT

AND

~~COMCAST OF WASATCH, INC.~~ UTAH TELECOMMUNICATIONS OPEN INFRASTRUCTURE AGENCY

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Hideout City (hereinafter, "City") ~~Comcast of Wasatch, Inc.~~ Utah Telecommunications Open Infrastructure Agency (hereinafter, "Grantee").

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1. "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.2. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.3. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.4. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.5. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.6. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.7. "Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.8. "Franchising Authority" means the City or the lawful successor, transferee, designee, or assignee thereof.

1.9. "Grantee" shall mean Comcast of Wasatch, Inc.

1.10. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (GAAP). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.11. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.12. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise 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 as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way underground wires, cables,

conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.1.1. Subject to federal and state preemption, the provisions of this Franchise constitute a valid and enforceable contract between the parties. The material terms and conditions contained in this Franchise may not be unilaterally altered by the Franchising Authority through subsequent amendment to any ordinance, rule, regulation, or other enactment of the Franchising Authority, except in the lawful exercise of the Franchising Authority's police power.

2.1.2. Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future.

2.2. Term of Franchise.

The term of the Franchise granted hereunder shall be Ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal.

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Franchise Authority are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Franchise Authority shall continue to comply with all obligations and duties under the Franchise.

2.4. Reservation of Authority.

Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations.

(i) The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located underground and so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

(ii) The Parties hereby incorporate by reference the terms of the Grantor's codes, ordinances, resolutions, standards, procedures and regulations and this Franchise.

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3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines.

If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at request of Third Party.

The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways.

If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall promptly at its own cost and expense replace and restore any such Public

Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements.

The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery.

The Grantee shall have the authority to trim trees or other natural growth overhanging any of its underground Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. Underground Construction

(i) When required by general ordinances, resolutions, regulations or rules of the Grantor or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances, so long as such are less than fifty-four inches (54") in height, except if nationally accepted industry standards for ground-mounted appurtenances of its type require it to be taller, and are located entirely in the Public Way.

(ii) It shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, , laying, maintaining, and repairing,its underground lines and equipment.

(iii) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person.

~~(iii)~~(iv) Grantee will comply with Grantor's Municipal Code including provisions which prohibit above ground cables absent a showing on commercial impossibility)

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3.2.7 Use of Rights-of-Way.

Within parameters reasonably related to the Grantor's role in protecting the public health, safety and welfare, the Grantor may require that Cable System Facilities be installed at a particular time, at a specific place or in a particular manner as a condition of

access to a particular Right-of-Way and may deny access if Grantee is not willing to comply with the Grantor's requirements.

3.2.8 Movement of Cable System Facilities.

1. Nothing in this Franchise shall prevent the Grantor or public utilities from constructing any public work or capital improvement. Grantee shall pay the costs associated with any requirement of the Grantor to relocate its Cable System Facilities located in the Right-of-Way. Following sixty (60) days written notice by the Grantor, Grantee shall remove, replace, relocate, modify or disconnect any of its Facilities within any Right-of-Way, or on any other property of the Grantor, except that the Grantor shall provide at least one hundred twenty (120) days written notice of any major City capital improvement project which would require the permanent removal, relocation, replacement, modification or disconnection of Grantee's Facilities or equipment from the Right-of-Way. If Grantee fails to complete this work within the time prescribed and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to Grantee. Grantee shall remit payment to the Grantor within forty-five (45) days of receipt of an itemized list of those costs.

2. If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s), Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other franchise holder(s) pay for Grantee's time and material costs associated with the project and Grantee is issued a permit, if necessary, for such work by the City.

3. At the request of any Person holding a valid City permit and upon reasonable advance notice, Grantee shall remove, replace, relocate, modify or disconnect any of its Facilities or temporarily raise, lower or remove its Facilities as necessary to accommodate the work under the permit. Unless the project is identified by the Grantor as a City capital improvement project, the cost must be paid by the permit holder, and Grantee may require the estimated payment in advance.

3.3. Extensions of the Cable System

Nothing in this Agreement requires Grantee to build to all areas of the Franchising Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

Grantee has shared with the Grantor its Cable System deployment plans which include the estimated projected dates when deployment of the Cable System will be completed and activated in various parts of the Town, which have been found to be acceptable to the Grantor. Grantee commits to using its commercially reasonable efforts to construct its Cable System within the Grantor in accordance with those plans and will

meet with the Grantor, at a minimum annually, to update the Grantor on the current status of construction and anticipated timeline to completion. Nothing in this Franchise, however, requires Grantee to build-out and serve all areas of the Grantor if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion.

SECTION 4 - Service Obligations

4.1. General Service Obligation.

Nothing in this Agreement requires Grantee to build to all areas of the Franchising Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its underground network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

4.2. Programming.

The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination.

The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments.

The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees, to the extent of its authority under Town codes, ordinances, and Master Development Agreements, to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills and Privacy Protection

6.1. Customer Service Standards.

The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

The Grantee shall provide, upon the written request of the Franchising Authority, and no more than twice annually, a brief report detailing the reliability of the network within the Franchise Area including non-confidential data the Grantee possesses or may compile with a reasonable and practicable amount of effort regarding the number, duration, and customers impacted by outages as well as any measures taken to reduce those outages.

6.2. Customer Bills.

Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection.

The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees.

The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the

Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on an annual basis and shall be due forty-five (45) days after the close of each calendar year. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise.

In accordance with applicable law, the Franchising Authority shall have the right to, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise

Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards.

The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records.

Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. Proprietary Information.

Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. Subject to Utah Code 63G-1 *et. Seq*, as amended from time to time, the Franchising Authority agrees to treat any confidential information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Franchising Authority has in its possession and

receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 9 - Insurance and Indemnity

9.1. Insurance.

Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars ($2,000,000.00) for bodily injury or death to any one person, and Two Million Dollars ($2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Two Million Dollars ($2,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

9.2. Indemnification.

The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority or the County for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority or County.

SECTION 10 - System Description and Service

10.1. System Capacity.

During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

SECTION 11 - Enforcement and Termination of Franchise

11.1. Notice of Violation or Default.

In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

11.2. Grantee's Right to Cure or Respond.

The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

11.3. Public Hearings.

In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement.

Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

11.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

11.5. Technical Violation.

The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 12 – Competitive Equity

12.1. Purposes.

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to Franchise Authority residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Franchise Authority residents; promote local communications infrastructure investments and economic opportunities in the Franchise Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchise Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchise Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and

conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Authority.

12.3. Subsequent Change in Law.

If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the Franchise Authority, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Franchise Authority, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the Franchise Authority on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the Franchise Authority. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4 Effect on This Agreement.

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Authority under Sections 12.2 or 12.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

12.5 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure.

The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2 Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeiture or revocation of the Agreement for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Grantor and/or Subscribers.

13.3. Notice.

All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

_____
_____
_____
_____

To the Grantee:

~~Comcast of Wasatch, Inc.~~
~~Attn: Government Affairs~~
~~96020 South 300 West~~

~~Sandy UT 84070~~

~~with a copy to:~~

~~Comcast Cable~~
~~Attn.: Government Affairs Department~~
~~1701 John F. Kennedy Blvd.~~
~~Philadelphia, PA 19103~~

UTOPIA Fiber
5858 South 900 East
Murray, Utah 84121

13.3. Entire Agreement.

This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law.

This Franchise Agreement shall be deemed to be executed in the State of Utah and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Utah, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification.

No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the

Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries.

Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights.

Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____

Name: _____
Title: _____

Date: _____

For UTOPIA Fiber ~~Comcast~~ _____:

By:_____

Name: _____
Title: _____

Date: _____

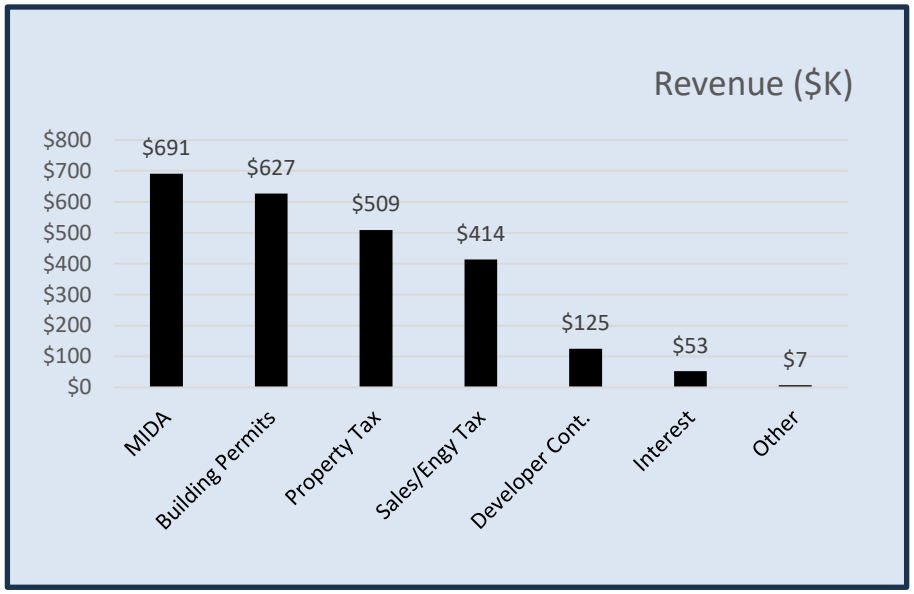
File Attachments for Item:

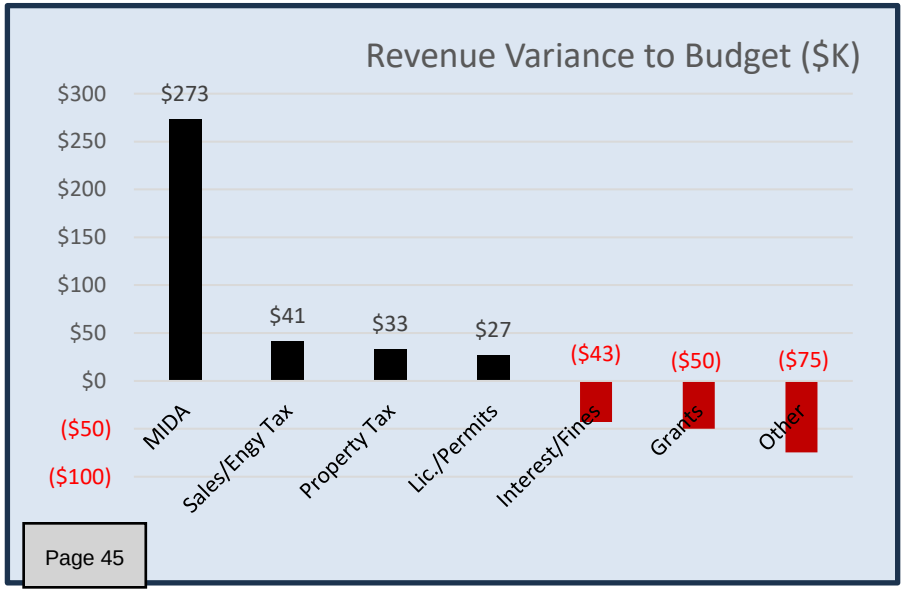
7. Quarterly Budget Presentation - Katie Shepley (20 Min.)

Town Council Meeting
3/12/2026

All information is as of 2/28/2026

General Fund Revenue





Total revenue of $2.4MM consists primarily of Funds from MIDA and building permits as well as property, sales and energy taxes.

$206k favorable variance is driven by the following:

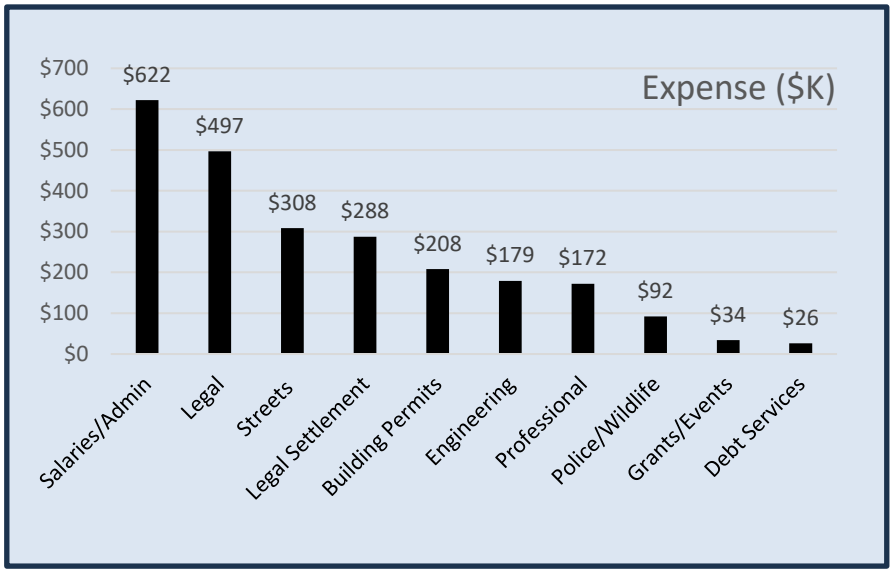
Positive variance to budget includes:

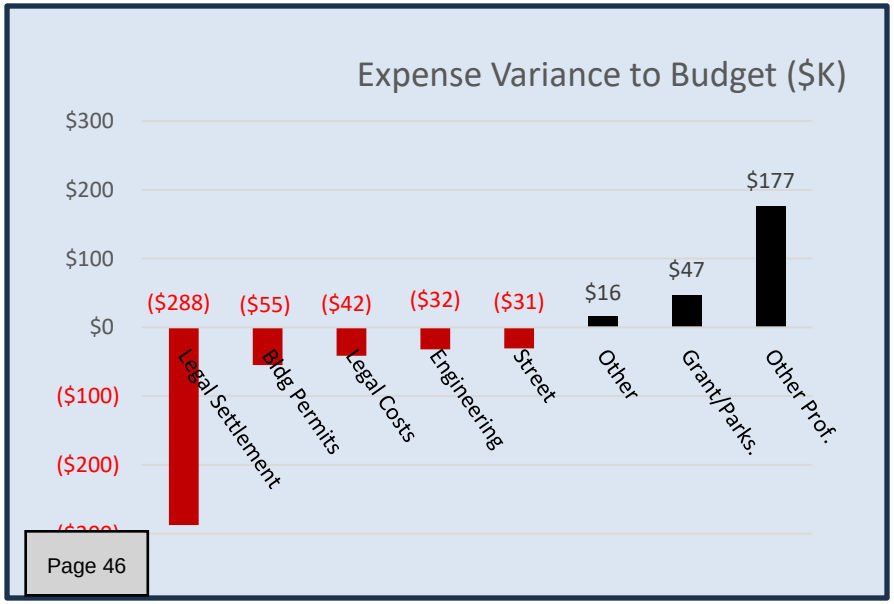
1. $273k of additional funds needed from MIDA to cover legal settlement costs
2. $41k higher sales tax due to an increase in residential spend
3. $33k higher property taxes due to incremental assessed value
4. $27k incremental license and building permits fees primarily due to favorable building permit revenue ($87k) partially offset by fewer subdivision and inspection fees ($60k).

Negative variance to budget includes:

1. $43k reduced cash in investment accounts and delayed issuance of town code violation citations.
2. $50k grant revenue given in form of expense credits
3. $75k interest deferral to future years versus recognition in current year.

General Fund Expense





Total expense of $2.4MM consists primarily of employee costs, legal/legal settlement, building permit expense, street repairs and maintenance as well as safety, professional costs, grant and debt expense.

$206k unfavorable variance is driven by the following:

Negative variance to budget includes:

1. $288k required to settle two legal actions.
2. $55k higher building permit expense primarily due to more custom and fewer repeat plans being reviewed
3. $42k higher legal expense to settle legal actions
4. $32k higher engineering costs to support water studies, capital plans and ongoing initiatives.
5. $31k unfavorable due to returning leased trucks and buying 2 trucks, snow plow equip. and radar signs.

Positive variance to budget includes:

1. $47k due to grant matching taken in form of expense credits ($50k offset in revenue)
2. $177k savings in professional costs – Ross Creek advisory ($72k) and website development ($30k) as well as fewer subdivision inspection projects ($65k)

General Fund Opportunities and Risks

The General Fund is flat to budget; however, the town continues to require the budgeted $417k from MIDA plus an additional $273k for a total of $690k. Expenses exceed budget; therefore, we may need to discuss implications of the excess spend with the State. There are potential opportunities and risks that should be discussed / considered as noted below.

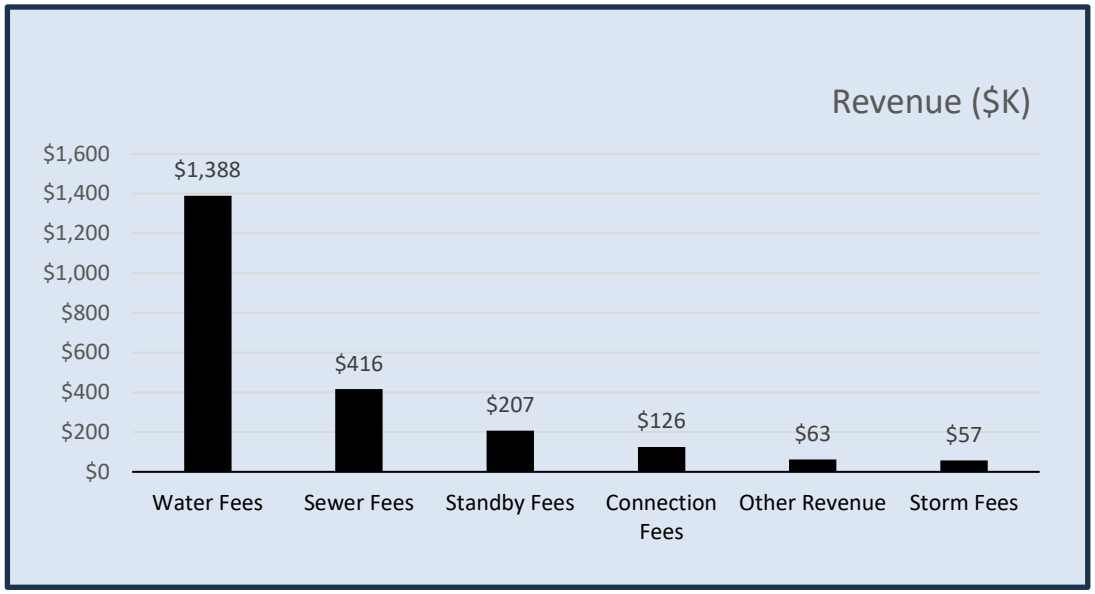
Potential Opportunities: $215k - $290k

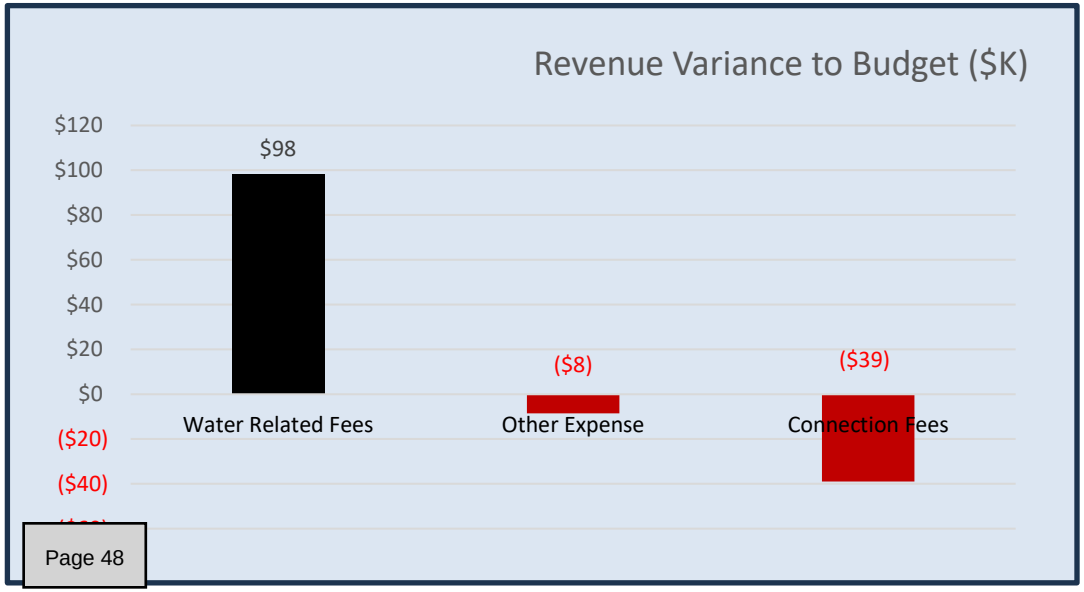
1. Reduce engineering project: $10k – $20k
2. Reduce communication projects: $10k - 15k
3. Consultants in less meetings: $5k - $10k
4. MIDA to cover grant matching: $50k (timing may be an issue)
5. Sales tax opportunity: $10k
6. Planning fees (if run-rate continues): $10k - $15k
7. Citation software company commencing to get fees for violations: $5k - $10k
8. Excavation fees if Elkhorn/DS3/Shoreline start horizonal work: $5k - $10k
9. Delinquent Property tax paid - $10k - $50k
10. Review cost to purchase 2 truck with auditor to see if we classify as prepaids - $30k
11. Prior year standby fees - $70k

Potential Risks: $95k - $130k

1. Legal costs: $25k – $40k
2. Subdivisions inspection fees - $10k
3. Fewer Building permits - $20 - $40k
4. Fewer standby fees - $40k

Enterprise Fund Revenue



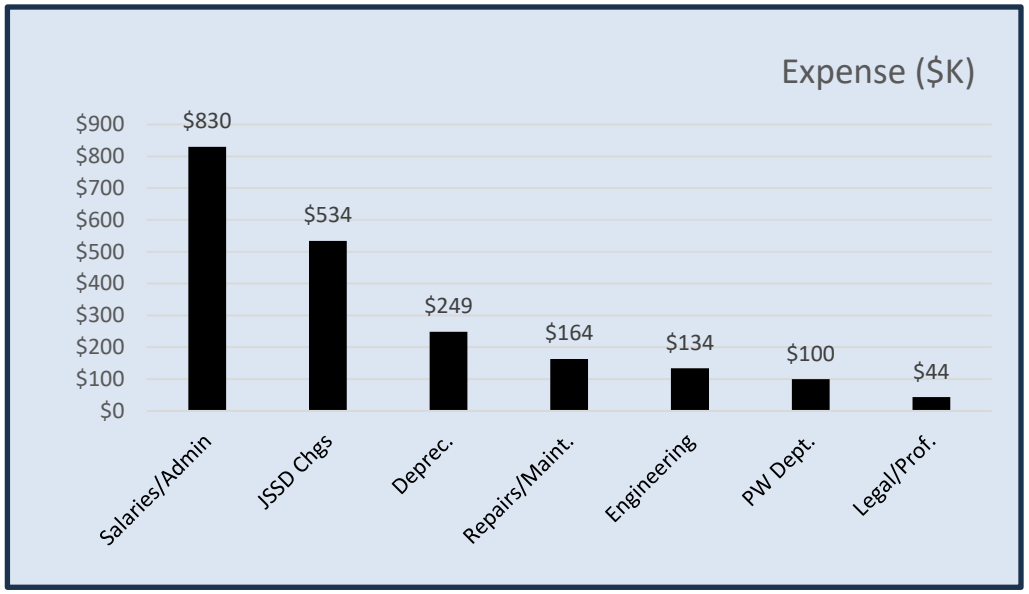


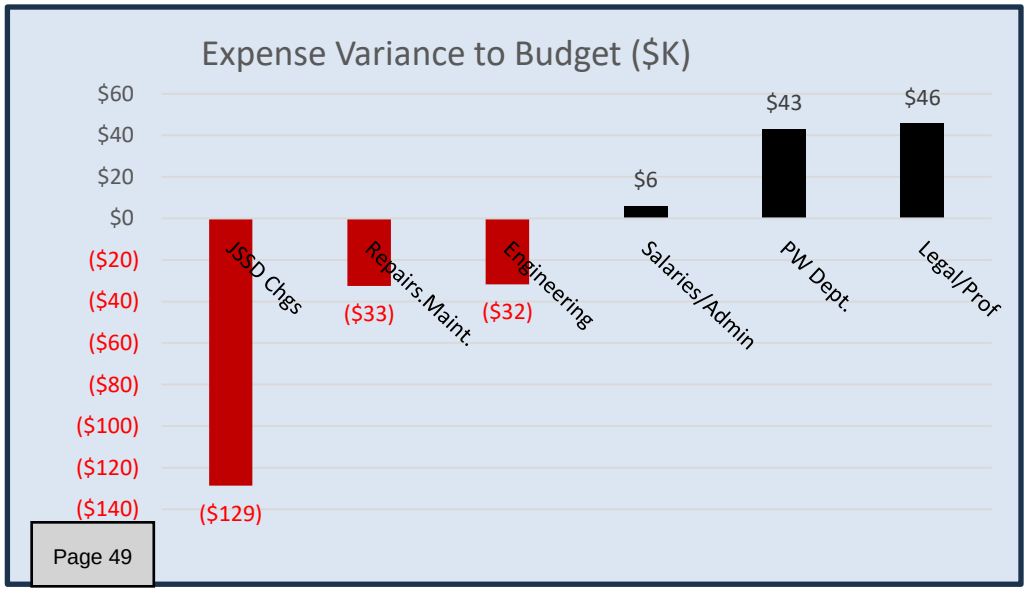
Total revenue of $2.3MM consists primarily of fees from water, sewer, storm and standby as well as water/sewer connection fees, interest, meter rental and water transfer fees.

$51k revenue favorability is primarily driven by higher sewer fees charged to residents resulting from incremental JSSD to the town. Partially offsetting this favorability are lower connection fees ($39) due to fewer building permits.

Note: new rates for sewer, storm, water and standby fees are not included in this forecast (except JSSD rate increase). Once approved at the Town Council meeting, the fee increase s will be added to the forecast.

Enterprise Fund Expense





Total expenses of $2.1MM consists primarily of employee costs, JSSD water, sewer, storm and reservation charges as well as depreciation, engineering, repairs/ maintenance, meter replacement and professional costs.

$97k unfavorable variance is driven by following:

Negative variance to budget includes:

1. $129k higher sewer charges from JSSD
2. $33k higher repairs and maintenance costs due to a pipe repair at Deer Hollow Apartments ($63k) partially offset by fewer sewer related repairs/maintenance
3. $32k higher engineering costs due to water study and other projects.

Positive variance to budget includes:

1. $43k PW Department savings due to fewer smart meter replacements, consulting and material/supplies
2. $46k due to fewer legal issues.

Cash Position as of February 28, 2026

Town of Hideout						
As of February 28, 2026						
	Fund	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Comment**
Key Bank	General	($542,291)	($729,202)	($568,894)	($700,244)	Available
Key Bank	Municipal MIDA	($6,646)	($5,909)	($866)	$90,350	Used to fund general fund shortfall
Key Bank	Water	$812,399	$836,593	$805,045	$662,963	Used to fund general fund shortfall
Investment Acct.	Municipal MIDA	$191,493	$191,493	$191,493	$191,493	Available - invested at 4.4% interest
Investment Acct.	Water	$439,391	$438,391	$439,391	$439,391	Available - invested at 4.4% interest
Sale of Trucks					$110,000	Paid leasing company for trucks and will sell the 2 trucks
Settlement					($225,000)	Payment for legal settlement
Available funds for operations		**$894,346**	**$731,366**	**$866,169**	**$568,953**	**Fund for ongoing operations**
Key Bank	Class C Road Funds	$11,672	$11,672	$19,707	$19,707	
Investment Acct.	Class C Road Funds	$362,687	$362,687	$362,687	$420,786	
Can be used if necessary		$374,359	$374,359	$382,394	$440,493	Can be used/pay back over time for future road replacement
Investment Acct.	General	$1,646,512	$1,171,327	$1,181,122	$1,190,120	Belongs to Developers for Perf./Warranty Bonds
Key Bank	Development MIDA	$812,399	$46,175	$68,014	$551,753	Cannot be used without permission from MIDA
Investment Acct.	Development MIDA	$439,391	$863,000	$863,000	$863,000	Cannot be used without permission from MIDA
Cannot be used		$2,898,302	$2,080,502	$2,112,136	$2,604,874	Cannot be used
Total		**$5,435,712**	**$4,291,952**	**$4,609,261**	**$4,623,766**	**Total**

1. As of 2/28/26 the town has $569k in operating funds which will be further depleted on a monthly basis.
2. If required, the town could utilize an additional $441k from Class C Road Funds.
3. $2.1MM cannot be used as these funds belong to (a) developers associated with Performance and Warranty Bonds and (b) MIDA Development which must be used for development not municipal benefit
4. The General Fund:
   - Is borrowing cash from the MIDA Municipal and Water Fund to cover operating costs.
   - Is paying the MIDA/Water Fund interest on a quarterly basis.
   - Cannot pay funds back to either fund until property taxes are received in Dec. 2026 (at the earliest if a tax increase is approved for FY27).
5. The Town will need to put together an agreement between borrowing entities specifying rate of interest, monthly payments and when obligation will be made in full.

File Attachments for Item:

9. Consideration and Possible Approval of Adopting Resolution 2026-R-XX to repeal and replace the Hideout Fee and Rate Schedule – Presented by Jan McCosh, Town Administrator (5 Min.)

TOWN OF HIDEOUT Resolution 2025~~5~~6-R-03

FEES AND RATES SCHEDULE Updated ~~4/10/2025~~02/12/2026

Section 1.1
Building Permit Application Fees

Residential

Building Permit Fees (Based on Total Construction Value using 150% of IBC table 1) *The values per square foot are reflective of the current Building Valuation Data.*	.75 of 1% of Total Construction Value
Plan Review Fee	65% of Building Permit Fee
Reinspection Fee	$407.00
Construction Sign Fee	$220.00
Sewer Connection Fee	$440.00
Grubbing and Grading Fee	$275.00
JSSD Sewer Impact Fee: Parcel 1 (West side of SR 248)	See JSSD
Parcel 2 (East side of SR 248)	See JSSD
JSSD Water Impact Fee (Parcel 1 - West side of SR 248)	See JSSD
State Surcharge	1% of Building Fee
Town Impact Fee (by subdivision)	See Section 10
Water Connection Fee	See Section 6.2

Commercial

Building Permit Fees	.83 of 1% of Total Construction Value
Plan Review Fee	65% of Building Permit Fee
Reinspection Fee	$407.00
Construction Sign Fee	$220.00
Sewer Connection Fee	$440.00
Grubbing and Grading Fee	$275.00
Water Re-Connection Fee (plus cost of meter)	$165.00
Utility Property Owner Change Fee (plus cost of meter)	$22.00
JSSD Sewer Impact Fee: Parcel 1 (West side of SR 248)	See JSSD
Parcel 2 (East side of SR 248)	See JSSD
JSSD Water Impact Fee (Parcel 1 - West side of SR 248)	See JSSD
State Surcharge	1% of Building Fee
Water Connection Fee	See Section 6.2

Remodel Building Permit Fees

Application Fee	$220.00
Building Fees (Based on Total Construction Value using 150% of IBC table 1) *The values per square foot are reflective of the current Building Valuation Data.*	.75 of 1% of Total Construction Value
Plan Review Fee	65% of Building Permit Fee
Reinspection Fee	$407.00
State Surcharge	1% of Town Engineer estimated fees for plan review and Inspections

Electrical and Mechanical Permit Fees

Application Fee	$50.00
See Fee Table below	

Reinspection Fee	$407.00
State Surcharge	1% of Valuation Fee

Total Valuation Fee

$1.00 to $1,300.00	**$50.00**
$1,301.00 to $2000.00	**$50.00 for the first $1,300.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00**
$2,001.00 to $25,000.00	**$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00**
$25,001.00 to $50,000.00	**$391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00**
$50,001.0 to $100,000.00	**$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00**
$100,001.00 to $500,000.00	**$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00**
$500,001.00 to$1,000,000.00	**$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including**
$1,000,000.00 $1,000,001.00 and up	**$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00,**

Excavation Permit Fees

Right-of-Way Excavation Permits	$550.00 - $1 for each additional square foot of excavation - $550 minimum fee per excavation w/asphalt cut (up to 25 square feet) - $3.50 for each additional square foot of asphalt cut
Land Disturbance Permits (outside of ROW)	Base Administrative Fee (Regular) $200 Base Administrative Fee (Bonded) $325 Additional SWPP Review $50 per review Regular Permit Review (includes 2 reviews $150 per sheet Engineered Permit Review (includes 2 reviews $150 per sheet Additional Review $75 per review sheet Base Inspection Fee, if no bond $1825 per 10 acres Inspection Fee (Engineered), if bond As calculated under Engineering Review Fees by percent of bond amount

A **bond** will be assessed to guarantee the repair of public improvements.

Bond for Work in the Right of Way
Enter **# of crossings/Length in ROW** in the table below to help figure the required bond.

Type of Roadway/ Location of Utility Crossing†	Cost per Perpendicular Crossing/Lateral	# of crossings	Cost per 100' of Parallel Trenching	Length in ROW (in 100' increments)
Local Roadway	$1,600	x	$3,000	x
Collector Roadway	$5,000	x	$6,500	x
Park Strip Only (no utility crossing)	$600	x	$1,000	x
Park Strip Only (with utility crossing)	$1,000	x	$1,500	x

Section 1.2
Planning Fees

1.2.1 Development Fees

Concept Review	Application Fee: $1,100 Escrow Fee: $5,000 (with a minimum required balance of $2,500 Meetings: One (1) Planning Commission Meeting

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TOWN OF HIDEOUT Resolution 2025~~5~~6-R-03

FEES AND RATES SCHEDULE Updated ~~4/10/2025~~02/12/2026

Preliminary Subdivision (Residential) - Minor (5 Lots or Fewer)	Application Fee: $4125 + $110/acre **Preliminary Review not required if Applicant wishes to proceed directly to Final Review* Escrow Fee: $12,500 (with a minimum required balance of $5,000) ~~Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings~~ Meetings: One (1) Planning Commission Public Hearing
Preliminary Subdivision (Residential) - Major (6 Lots or More)	Application Fee: $6,050 + $110/acre Escrow Fee: $17,500 (with a minimum required balance of $7,500) ~~Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings~~ Meetings: One (1) Planning Commission Public Hearing
Preliminary Subdivision (Commercial/Other)	Application Fee: $3,025 + $825/acre Escrow Fee: $12,500 (with a minimum required balance of $5,000) ~~Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings~~ Meetings: One (1) Planning Commission Public Hearing
Final Subdivision (Residential) - Minor (5 Lots or Fewer)	$2,200 + $110/acre if Preliminary Subdivision review complete; OR $5,500 + $110/acre if Preliminary Review not completed Escrow Fee: $12,500 (with a minimum required balance of $5,000) ~~Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings~~ Meetings: One (1) Planning Commission Public Hearing
Final Subdivision (Residential) - Major (6 Lots or More)	Application Fee: $5,500 + $110/acre Escrow Fee: $17,500 (with a minimum required balance of $7,500) ~~Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings~~ Meetings: One (1) Planning Commission Public Hearing
Final Subdivision (Commercial/Other)	Application Fee: $3,300 + $825/acre Escrow Fee: $12,500 (with a minimum required balance of $5,000) ~~Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings~~ Meetings: One (1) Planning Commission Public Hearing
Plat Amendment~~ and Lot Combination~~	Application Fee: $1,375 Escrow Fee: ~~$5,000~~ $10,000 (with a minimum required balance of ~~$2,500~~) $5,000 ~~Meetings: One (1) Planning Commission Meeting and One (1) Town Council Meeting~~ Meetings: One (1) Planning Commission Public Hearing
Lot Combination	Application Fee: $1,375 Escrow Fee: $5,000 (with a minimum required balance of $2,500) Meetings: One (1) Planning Commission Public Hearing
Revised Development Plans	Application Fee: $1,650 Escrow Fee: $5,000 (with a minimum required balance of $2,500) ~~Meetings: One (1) Planning Commission Meeting~~ Meetings: One (1) Planning Commission Public Hearing

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Subdivision Construction Fee	5.5% of construction costs (must be paid prior to commencement of any construction activity)

1.2.2 Conditional Use Permit

Conditional Use Permit	Application Fee: $1,650 Escrow Fee: $5,000 (with a minimum required balance of $2,500) ~~Meetings: One (1) Planning Commission Meeting and One (1) Town Council Meeting~~ Meetings: One (1) Planning Commission Public Hearing

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1.2.3 Temporary Use Permit

Temporary Use Permit	Application Fee: $825

1.2.4 General Plan Amendment

Per Application	Application Fee: $2,750 Escrow Fee: $7,500 (with a minimum required balance of $2,500) Meetings: Two (2) Planning Commission Meetings and One (1) Town Council Meeting

1.2.5 Zone Change Application

Zone Change	Application Fee: $3,300 + $55/acre Escrow Fee: $7,500 (with a minimum required balance of $2,500) Meetings: Two (2) Planning Commission Meetings and One (1) Town Council Meeting

1.2.6 Annexations

Pre-Application	Application Fee: $3,300 Escrow Fee: $12,500 (with a minimum required balance of $5,000) Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings
Annexation Areas Exceeding 40 Acres (deposit submitted upon certification of completeness of pre-application and prior to filing annexation petition. When the deposit is depleted, the applicant shall submit another equivalent deposit for the continued review. All unused deposited funds will be reimbursed to the applicant upon completion of the annexation and agreements)	Application Fee: $8,250 Escrow Fee: $20,000 (with a minimum required balance of $5,000) Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings
Annexation Areas Less Than 40 Acres (deposit submitted upon certification of completeness of pre-application and prior to filing annexation petition. When the deposit is depleted, the applicant shall submit another equivalent deposit for the continued review. All unused deposited funds will be reimbursed to the applicant upon completion of the annexation and agreements)	Application Fee: $5,500 Escrow Fee: $12,500 (with a minimum required balance of $5,000) Meetings: Two (2) Planning Commission Meetings and Two (2) Town Council Meetings
Annexation Fiscal Impact Analysis plus actual cost of Town-approved consultant fee if greater than initial fee	Fee: $3,850

Modification to Annexation Agreement	Application Fee: $2,200 Escrow Fee: $10,000 (with a minimum required balance of $2,500) Meetings: One (1) Planning Commission Meetings and Two (2) Town Council Meetings

1.2.7 Sign Review Fees

Master Sign Plan Review	Application Fee: $550
Individual Signs or Sign Plans or Minor Amendment to Existing	Application Fee: $385
Individual Signs when a Master Sign Plan has been Approved	Application Fee: $275
Temporary Signs	Application Fee: $165

1.2.8 Special Meetings

Special Meeting Fee	Fee: $1,100 (in addition to all other applicable fees)

1.2.9 General Land Use, Variance and Appeal Fees

Variance	Application Fee: $1,650 Escrow Fee: $5,000 (with a minimum required balance of $2,500) Meetings: One (1) Meeting with the Administrative Law Judge (ALJ)
Appeal of Final Action	Application Fee: $1,100 Escrow Fee: $2,500 (with a minimum required balance of $1,000) Meetings: One (1) Meeting with the Administrative Law Judge (ALJ), Town Council or Planning Commission
General Land Use Application	Application Fee: $1,100 Escrow Fee: $2,500 (with a minimum required balance of $1,000) Meetings: One (1) Meeting with Town Council or Planning Commission

* Fees and Rates Schedule: Fees applied to the escrow amount shall be the cost of professional consultants to the Town for the project (including but not limited to Engineer, Planning and Legal services) . All review work by the Town's consultants will be halted when an escrow account falls below the minimum balance as defined for each specific review process until the escrow

** Each additional meeting (either Planning Commission or Town Council) will require an additional fee of $1,250 and must be paid at least two weeks prior to the scheduled meeting.

*** These fees are in addition to any requested Special Meetings (which have a fee of $1,250/meeting).

1.3 Subdivision Construction Review and Inspection Fees

Subdivision construction permit	$5,500.00
Cash (or equal) Bond requirement	100% of approved engineers estimate plus 10% Contingency
Inspection and quality assurance reviews	5.5% of approved engineers estimate
Reinspection fee	$407

Cash bonds can be reduced for work completed when requested by the developer with a maximum frequency of 1 reduction per quarter. 10% of the construction bond will be retained for 12 months AFTER FINAL ACCEPTANCE of the project as a warranty bond.

1.4 Public Infrastructure District

PID Application Fee	$550.00

Section 2
Business License, Beer and Liquor License

License Application Fee	$83.00
Home Occupation Business Administrative Fee	$83.00
Annual License Administration Fee	$83.00
On Premises Beer Retail License Application/Annual Fee	$83.00
Restaurant Liquor License Application/Annual Fee	$330.00
Limited Restaurant Liquor License Application/Annual Fee	$330.00
On Premises Banquet License Application/Annual Fee	$385.00
Private Club Liquor License Application/Annual Fee	$385.00
Application and Annual Regulatory Business License Fee (Restaurants, Food Service, Taverns, Nightly Rental)	$193.00
Sexually Oriented business License Application/Annual Fee	$330.00

Section 3
Rental of Town Facilities

3.1 Town Hall Building

Hideout resident usage per day or any fractional part thereof	$110.00
Non-resident usage	$550.00
Note: renter will be charged actual cost for cleaning after usage.	

3.2 Fee Reduction or Waiver

Use of facilities for non-profit, public service clubs or organizations may have all or part of their associated rental fees waived by the Town.

Section 4
GRAMA Fees (Government Records Access and Management Act)

4.1 Copies Made at Town Facility

8-1/2 x 11 copies	$.33 per page (double-sided charged as two pages)
8-1/2 x 14 copies	$.50 per page (double-sided charged as two pages)
Other media duplication	At cost
Professional time	At cost in accordance with Utah State Code

4.2 Copies in Excess of 50 Pages

The Town reserves the right to send the documents out to be copied and the requester shall pay the actual cost to copy the documents, including any fee charged for pickup and delivery of the documents.

4.3 Compiling Documents

Records Request	(Utah Code §63-2-203) An hourly charge may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request. No charge may be made for the first quarter hour of staff time.

In a form other than that maintained by the Town	$55.00 per request or $23.00 per employee hour required to compile the record, whichever is greater.

Section 5
Penalties and Fees for Non-Compliance with Town Ordinances and Code including Building Code and Water System and Sewer System Violations

5.1 Penalty Fees: Code Violations

Daily Fee for Each Cited Violation (Catch all)	$500.00
Non-Moving Vehicle Violations	$110.00
Parking Violations	$500.00
Unauthorized Dumping or Littering	$550.00
Building/Construction Without a Permit	$550.00
Occupancy without a Certificate of Occupancy	$550.00
Non-Conforming Landscaping	$110.00
Unauthorized Connection to Town Water System	$1,100.00
Fees will continue to accrue after a Notice of Violation is issued as a separate and distinct violation for every twenty-four (24) hours until the referenced violation is corrected. If fines remain unpaid, the Town may assess late fees, issue a stop work order, or revoke any applicable permit.	

Section 6
Water Fees

6.1 Developer Reservations

Stand-by Fee	$~~262.00~~408.96 per lot annually

6.2 Water Connection Fees

*1" Water Meter, Installation, and Inspection Fee	$1,021.00
1 ½ Water Meter, Installation, and Inspection Fee	$1,521.00
2" Water Meter, Installation, and Inspection Fee	$1,746.00
Water Re-Connection Fee (plus cost of meter)	$165.00
Utility Property Owner Transfer Fee	$22.00
*If a larger meter is needed due to change in plans after permitting, an up-charge to the appropriate size will be required	

a. Monthly Water Metered Service

i. Residential

Base Rate	$~~94.90~~82.56 for the first 10,000 gallons
Next 10,000	$11.44 per 1,000
Next 10,000	$13.78 per 1,000
Next 20,000	$15.22 per 1,000
Next 20,000	$16.78 per 1,000
Next 20,000	$ 18.46 per 1,000
Next 20,000	$ 20.42 per 1,000
Over 110,000	$22.50 per 1,000

ii. Multifamily

Base rate	$182.00 for the first 10,000 gallons
Next 20,000	$20.02 per 1,000
Next 20,000	$22.10 per 1,000
Next 20,000	$24.32 per 1,000
Next 20,000	$26.78 per 1,000
Next 20,000	$29.52 per 1,000
Next 30,000	$32.50 per 1,000

Over 140,000	$35.76 per 1,000

iii. Parks/Irrigation

First 10,000	$94.90 for the first 10,000 gallons
Next 20,000	$10.54 per 1,000
Next 20,000	$11.70 per 1,000
Next 20,000	$12.88 per 1,000
Next 20,000	$14.18 per 1,000
Next 20,000	$15.60 per 1,000
Next 30,000	$17.16 per 1,000
Over 140,000	$18.98 per 1,000

b. Hideout Irrigation

Outlaw Golf Course	JSSD annual bill plus 10% for administration and maintenance for the infrastructure

c. Water Reconnection Fee

Due to non-payment or failure to maintain backflow, etc.	$150.00

d.

e. Extension of Water Services Policy

Any project or applicant or developer, whether an individual unit or multiple unit or subdivision, that requires connection to the Town water system, shall be required to pay all the costs of any extensions or facilities necessary to achieve a connection that meets the Town Council's standards or specifications in force at the time. This may include not only the capital cost of the project, but any Town costs associated with plan approval, engineering and inspection work, exclusive to the extension.

After final inspection of the improvements or extension(s), the applicant or developer must provide title and easements to the systems, free and clear of any encumbrances to the Town, to operate as a public system by the Town. A one-year warranty will be required on the system from the date of acceptance.

f. Construction use of Water Before Meter Installation

Deposit for 1 - 1 ½" Meter	$1,850.00 ($350.00 is non-refundable)
Usage Fee/1000 gallons	$7.30

g. JSSD Water Impact Fee

JSSD Water Impact Fee (Parcel 1 - West side of SR 248)	See JSSD

Section 7
Sewer Fees

7.1 JSSD Sewer Impact Fees

Bonded (Parcel 2 - East side of SR 248)	See JSSD
Unbonded (Parcel 1 - West side of SR 248)	See JSSD

7.2 Sewer Connection Fees

Connection and Inspection Fee	Included in Application Fee
Administrative Connection Fee	$44.00

7.3 Monthly Sewer Fees

Per residential or commercial unit	$~~31.46~~51.63

7.4 Extension of Sewer Services Policy

TOWN OF HIDEOUT Resolution 2025~~5~~6-R-03

FEES AND RATES SCHEDULE Updated ~~4/10/2025~~02/12/2026

Any project or applicant or developer, whether an individual unit or a multiple unit or subdivision, that requires connection to the Town sewer system, shall be required to pay all of the costs of any extensions or facilities necessary to achieve a connection that meets the Town Council's standards or specifications in force at the time. This may include not only the capital costs of the project, but any Town costs associated with plan approval, engineering and inspection work, exclusive to the extension.

After final inspection of the improvements or extension(s), the applicant or developer must provide title and easements to the systems, free and clear of any encumbrances to the Town, to be operated as a public system by the Town. A one-year warranty will be required on the system from the date of acceptance.

Section 8
Account Late Fees

Overdue Accounts	1.5% monthly interest charge

Section 9
Storm Drain Fee

9.1 Monthly Storm Drain Fee

Per Billable Meter	$~~6.60~~16.45

Section 10
Town Impact Fees

Subdivision	Water	Roads	Storm Drain	Sewer	Total Impact Fee
ADA LLC	$1,445	$5,215	$0	$1,330	$7,990
Apartments at Deer Mountain	$0	$5,215	$0	$0	$5,215
Deer Springs	$0	$5,215	$0	$0	$5,215
Deer Waters	$0	$5,215	$0	$0	$5,215
Forevermore	$1,445	$5,215	$6,665	$1,330	$14,655
Glistening Ridge	$1,445	$5,215	$6,665	$1,330	$14,655
Golden Eagle	$0	$5,215	$0	$1,330	$6,545
KLAIM	$0	$5,215	$0	$0	$5,215
Lakeview (aka Van Den Akker)	$0	$5,215	$0	$0	$5215
New Town Center	$1,445	$5,215	$4,315	$1,330	$12,305
Overlook Village	$1,445	$5,215	$4,315	$1,330	$12,305
Perch (The Settlement)	$1,445	$5,215	$4,315	$1,330	$12,305
Plumb/Sundown Ridge	$1,445	$5,215	$4,315	$1,330	$12,305
Reflection Lane	$0	$5,215	$4,315	$1,330	$10,860
Reflection Ridge	$0	$5,215	$4,315	$1,330	$10,860
Ross Creek Entrance	$0	$5,215	$0	$0	$5,215
Rustler	$1,445	$5,215	$6,665	$1,330	$14,655
Salzman	$1,445	$5,215	$0	$1,330	$7,990
Shoreline Phase I	$1,445	$5,215	$0	$1,330	$7,990
Shoreline Phase II	$1,445	$5,215	$0	$1,330	$7,990
Shoreline Remaining (tentative)	$1,445	$5,215	$0	$1,330	$7,990
Silver Sky	$1,445	$5,215	$4,315	$1,355	$12,330
Soaring Hawk	$0	$5,215	$0	$1,355	$6,570
Sunrise	$1,445	$5,215	$0	$1,330	$7,990
Venturi	$1,445	$5,215	$4,315	$1,330	$12,305
Woolf	$0	$5,215	$0	$1,355	$6,570

File Attachments for Item:

10. Notification to Council of Emergency Services Invoice paid related to water break.

INVOICE

Date: 12/9/2025

Invoice #: 647

To: Daniel Allen

PO BOX 841, Kamas, UT 84036
PH: (435) 214 – 6092
EM: LathamExcavators@gmail.com

Job	Payment Terms	Job Contact
Emergency Water Break Todd Hollow Apartments	Due upon receipt	Daniel Allen

	Price	Total Price
Scope and Breakdown of Work: December 9, 2025, 1:02 p.m. (First call, Tony @ 12:58 P.M. & Second call, Steph @ 1:02 P.M.) – December 10, 2:12 a.m. 2025 (crew offsite) = 13 hours on duty: Mobilize equipment to site. Repair of water break, including isolation of the affected area. Remove asphalt from proposed area. Excavate and chase pipe to access the damaged area of the water line. Two Band-Aid Romacs were employed and installed to isolate the leaking area. Upon pressurization, Band-Aids were ineffective. Approximately 6 feet of affected pipe was identified, then cut and removed. 6 feet of 8-inch c900 was cut to fit in place of the damaged pipe. Removal of section of broken pipe, and inspection for any more damage. Pipe was found fit for repair. Installation of new section of pipe and two 8 - inch Alpha Romacs. Upon installation Pressure line testing for proper function and leaks. Upon pressurization line was backfilled with gravel. Water restored upon completion of repair.		
1. John Deere 60G Excavator: 13 Hours @ $160/hour (Emergency rate or after hours)	$2,080.00	$2,080.00
2. Kenworth Dump Truck: 13 Hours @ $160/hour (Emergency rate or after hours)	$2,080.00	$4,160.00
3. Other dump truck hours: 4 hours @ $160/hour (Emergency rate or after hours)	$640.00	$4,800.00
4. Service Truck: 13 Hours @ $180/hour (Emergency rate or after hours)	$2,340.00	$7,140.00
5. Labor: 13 hours @ $95/hour (Emergency rate or after hours)	$1,235.00	$8,375.00
6. Mobilization on site @$200.00 (Emergency rate or after hours)	$200.00	$8,575.00
7. 45 tons of one inch minus gravel @ $22/per ton	$990.00	$9,565.00
December 10th, 2025: 8:30 A.M. – 2:30 P.M. = 6 hours Export asphalt and unsuitable fill material. Complete clean-up of work area. Import roadbase for compaction. Install roadbase in lifts of one foot or less. Repeat process until suitable density is achieved. Repeat process fill process until suitable elevations are restored. Final cleanup and mobilization of equipment offsite.		
6. John Deere 60G Excavator: 6 Hours @ $130/hour	$780.00	$10.345.00
7. Kenworth Dump Truck: 6 Hours @ $130/hour	$780.00	$11,125.00
8. Service Truck: 6 Hours @ $150/hour	$900.00	$12,025.00

9. Labor: 6 Hours @ $65/hour	$390.00	$12
10. Import 36 tons of roadbase	$424.67	$12,839.67
11. Dump fee for 20 tons of asphalt	$220.00	$13,059.67
12. Necessary parts for Hideout to be equipped for water breaks. $33,447.80 (25% mark up for parts added to total)	$41,809.75	$54,869.42
Payments Received	-$13,059.67	$41,809.75
	TOTAL	**$41,809.75**

Payments received 30 days past job completion date will have a 10% surcharge added to the total

PO BOX 841
UT 84036
LathamExcavators@gmail.com
(435) 214-6092

****Make all checks payable to Latham Excavation & Services LLC****

Thank you for your business!

File Attachments for Item:

11. Discussion of Water Audit. – Mayor Severini, Dennis Pay, Town Engineer (HAL) and Jason Biesinger (HAL) (10 Min.)

TOWN OF HIDEOUT

DRINKING WATER AUDIT

(HAL Project No.: 534.13.100)

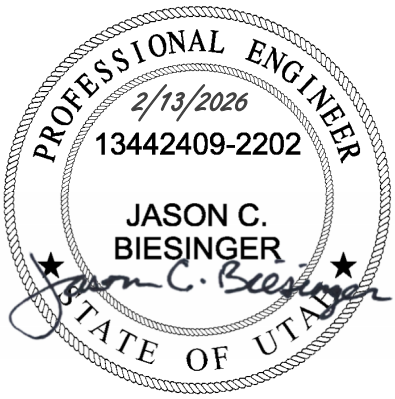
February 2026

HANSEN ALLEN & LUCE INC ENGINEERS

TOWN OF HIDEOUT

DRINKING WATER AUDIT

(HAL Project No.: 534.13.100)



Jason Biesinger, P.E.
Project Engineer

Gordon Miner, P.E.
Senior Engineer

Steve Jones, P.E.
Principal-In-Charge

HANSEN ALLEN & LUCE inc
ENGINEERS

February 2026

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EXECUTIVE SUMMARY

HAL proposes a demand of 321 gallons per day (0.36 acre-feet per year) per equivalent residential connection (ERC) as the new level of service (LOS) for the Hideout drinking water system. “LOS” means the defined performance standard or unit of demand for each capital component of a public facility within a service area.

This LOS accounts for both indoor use and outdoor use. To reach this conclusion, we analyzed recent metered use data. The Town’s LOS policy is that the Town must be able to provide full-time service at 90% occupancy to every connection because every connection has the potential for full-time service. Therefore, we found an average use per typical full-time residential connection and applied 90% of it to every residential connection to simulate 90% full-time occupancy. We accounted for irrigation water use by calculating an average volume of outdoor water needed per typical residential connection based on the Town’s metered data. We added this typical irrigation water use to the typical full-time residential use. We accounted for non-revenue water by comparing supply versus customer use data. Other uncertainties in year-to-year variability and future water use were accounted for by applying a variability factor (see Appendix A).

Jordanelle Special Service District (JSSD) supplies water to the Town on a wholesale basis. We analyzed meter data from JSSD for comparison purposes. We divided the supply data by the number of residential connections (including multifamily) and found some variability in average use per connection year over year from 2022 to 2025 and included a 20% variability factor.

We applied the demand of 0.36 acre-feet per year to every ERC the Town is committed to serve. Annexations to the Town have not been included in this study. Then, we compared the total commitment to the Town’s current total water supply. We estimate a deficit to be about 32 acre-feet, which, relative to the total current supply and the projected growth rate of the Town, is small. It will take approximately 8 years until the committed-to platted subdivision demands reach the existing supply.

The Town does not have enough water for build-out conditions. To preserve an adequate water supply for the Town, all future and un-platted developments should be required to dedicate water to the Town.

INTRODUCTION

The Town of Hideout's (Town) current Level of Service (LOS) for its drinking water system is 0.45 acre-feet per equivalent residential connection (ERC). Considering the increasing complexity and size of the Town's water system, the Town's plans for growth, the installation of separate recently-metered outdoor irrigation systems in other cities in Utah, and the "Per Capita Consumptive Use" Act of 2023 (Utah Code 73-5-8.5), the Town hired Hansen, Allen & Luce, Inc. (HAL) to audit its drinking water system, to revise its Level of Service (LOS), and determine the Town's present and future water needs.

APPROACH TO THE WORK

HAL approached this work by:

1. determining use of a typical full-time residential connection at 90% occupancy, which includes indoor and outdoor use
2. adding outdoor common space irrigation use to a typical full-time residential connection
3. accounting for non-revenue use
4. accounting for variability by applying a variability factor
5. establishing a recommended new LOS for the Town
6. comparing the recommended new LOS to levels of service of other cities
7. determining the Town's current water surplus or deficit, based on current commitments (demand) on the Town's water system and the Town's current water supply, and
8. estimating, using growth projections, the date when the Town will need more water supply, and
9. estimating the supply of water the Town will need at when it is built out.

1. ACCOUNTING FOR PART-TIME RESIDENTIAL OCCUPANCIES

The Town's LOS policy is that the Town must be able to provide full-time service to every connection at 90% occupancy because every connection has the potential for full-time occupancy while it's unlikely that the Town will ever reach 100% occupancy. Therefore, we accounted for residences that are occupied part of the year by determining a typical use of full-time residences based on the billing data. The Town's current full-time occupancy rate is 38% according to Wasatch County Tax records.

We based the Town's average full-time usage on actual meter usage data. We determined full-time occupancy by choosing a threshold of 2,750 gallons per month. This is based on researched indoor water use (See Appendix B), the Town's estimated average occupancy of about 2 people per residence, and census data for estimating the number of full-time residences. We assumed that connections using greater than 2,750 gallons per month on average over the year of data analyzed are occupied full-time. By using an average of 2,750 gallons per month as the threshold, we are being conservative and not underestimating the number of full-time users. There were 271 single-family residential (SFR) connections over the year of data analyzed that were found to be considered full-time. These 271 connections had an

average water use of 0.24 ac-ft per year, which includes indoor and outdoor use. At 90% occupancy, the average water use for full-time users is **0.22 ac-ft per year**.

2. ADDED OUTDOOR COMMON SPACE IRRIGATION USE TO A TYPICAL SFR CONNECTION

The Town does not have a dedicated outdoor irrigation system. Irrigation water is provided by the drinking water system. While the majority of connections to the water system are for residential use, thirty-three (33) connections are dedicated to outdoor irrigation.

The data for these irrigation connections was reported for December 2024 through November 2025. With a data set representing an entire year, we arrived at a total annual outdoor irrigation use of 10,655,234 gallons. We apportioned the total annual outdoor irrigation use over the total number of connections (856) to arrive at an annual use of 12,450 gallons per connection, which equates to 0.04 acre-feet per typical residential connection. Therefore, each connection will include **0.04 acre-feet per year** to account for these landscape meters.

3. ACCOUNTING FOR NON-REVENUE USE

Unmetered water can be attributed to a combination of many potential sources, including meters that need to be calibrated, theft, unmetered construction water, hydrant flushing, firefighting, pipe disinfection and commissioning, and leakage within the Town's distribution system. According to the JSSD supply meter data compared to the Town's use meter data, as presented in Table 1, the Town has experienced about 5 percent unmetered water use over the past year.

TABLE 1 – JSSD METERED SUPPLY VS. TOWN METERED USE

Month	JSSD Metered Supply (gal/mo)	Town Metered Use (gal/mo)	
		Residential	Developer/Construction
December 2024	2,859,833	2,581,038	6,500,000
January 2025	2,867,692	2,634,883	
February 2025	2,926,069	2,558,369	
March 2025	2,594,686	2,704,896	
April 2025	2,538,214	2,437,698	
May 2025	5,468,455	3,908,903	
June 2025	7,656,098	6,644,745	
July 2025	9,719,238	7,187,037	
August 2025	8,015,443	7,285,842	
September 2025	7,355,150	6,123,788	
October 2025	4,451,539	3,451,339	
November 2025	2,729,564	2,305,894	
Total	**59,181,981**	**56,324,432**	

According to the U.S. Environmental Protection Agency (EPA), national studies indicate that, on average, 14 percent of drinking water is lost to leaks. To account for non-revenue water

(including developer/construction water use) for both now and as the Town's water system ages, a water loss factor of 14% was used, which is the national average for water loss. Therefore, we recommend a **non-revenue use factor of 1.14**.

4. ACCOUNTING FOR VARIABILITY

Variability accounts for the year-over-year changes in water use. The biggest factor in year-over-year change is climate, but other factors can change year-over-year water use. Table 2 shows a comparison of average water use per connection from the supply and billing data. The values found in Table 2 are for comparison purposes only, include both part-time and full-time users, and the average use per connection accounts for indoor and outdoor use. Therefore, it is expected that these numbers will be less than the required LOS because they do not include other factors.

TABLE 2 – AVERAGE ANNUAL WATER USE COMPARISON

Year	Total Supply/ Billed Use (gal)	Total Connections[1]	Average Use per Connection (gal/connection)	Average Use per Connection (AF/connection)
Supply				
2022	37,364,219	605	61,759	0.190
2023	41,385,877	678	59,420	0.187
2024	51,061,697	766	65,255	0.205
December 2024 – Nov. 2025	59,181,981	856	70,038	0.212
Billed Use				
December 2024 – Nov. 2025	56,324,432	856	65,815	0.212[2]

1. The total connections represent the total average single-family residential connections plus 185 multifamily units.
2. After accounting for 5% water loss.

As shown in Table 2, the billing data closely corresponds to the supply data. Additionally, variability in the average annual demand per ERC can be calculated with the following equation:

$$Variability = \frac{(\text{Highest Avg. Annual Demand per ERC} - \text{Lowest Avg. Annual Demand per ERC})}{\text{Lowest Avg. Annual Demand per ERC}}$$

With the data presented in Table 2, variability can be calculated as follows:

$$\frac{(0.212 - 0.187)}{0.187} = 0.13$$

Because only four years of data were available, a variability factor slightly greater than the computed value of 13% is appropriate to account for potential future variability. For example, the total billed water use in June 2025 was 40% higher than June 2024, which is mostly attributable to weather variability. Therefore, we recommend a **variability factor of 1.2.**

5. RECOMMENDED LOS

Historically, many cities in Utah established their indoor water LOS based on the Utah Division of Drinking Waters' minimum annual volume of 0.45 acre-feet for domestic (inside use only) permanent (year-round) per family. But, considering the increasing complexity and size of the Town's water system, the Town's plans for growth, the installation of separate recently metered outdoor irrigation systems in other cities in Utah, and the "Per Capita Consumptive Use" Act of 2023 (Utah Code 73-5-8.5), the Town is considering a revision of its LOS.

Utah Code 11-36a-102(12) defines "LOS" as "the defined performance standard or unit of demand for each capital component of a public facility within a service area." It refers to the standard or quality of public services, like roads, water, or parks, that a local government aims to maintain for new development by charging impact fees, essentially ensuring that new residents receive the same LOS as existing residents, even as the community grows. It is determined by analyzing existing infrastructure capacity and calculating the additional cost needed to accommodate new development while maintaining the current LOS.

The term "typical SFR connection", which was intentional because that term represents specific data for a relatively short period of time. LOS requires a common denominator for use in impact-fee and water-exaction policy. That common denominator is called an Equivalent Residential Connection (ERC). An ERC is a unit of measurement that represents the average (long-term) demand of a single-family home. It is used to calculate the number of residential connections that are equivalent to the demand of a non-residential connection. To determine a LOS, we added Typical SFR Full-Time Use and Open Space Irrigation Use, multiplied them by the Non-revenue Use Factor, and multiplied the product by the Variability Factor to arrive at an ERC value that can be used in impact fee and water-exaction policy, as follows:

Typical SFR Full-Time Use	0.24 acre-feet
90% Occupancy	x 0.90
	= 0.22
Open Space Irrigation Use	+ 0.04 acre-feet
	= 0.26 acre-feet
Non-revenue Use Factor	x 1.14
	= 0.29 acre-feet
Variability Factor	x 1.20
LOS	**= 0.36 acre-feet per year per ERC**

6. COMPARISON OF RECOMMENDED LOS TO OTHER CITIES

Each city and its water system is different, with varying lot sizes and water uses. But, it is

interesting to see the levels of service other cities choose to provide.

Table 3 shows the indoor and outdoor components of different cities or systems that have separate indoor and outdoor systems. The Town has one system that provides indoor and minimal outdoor use. As shown in Table 3, the Town's LOS is lower to that of other cities. The information provided in Table 3 gives a reference point as to how other cities have broken up their indoor and outdoor use components.

TABLE 3 – LEVEL OF SERVICE COMPARISON

City / System	Indoor Only (ac-ft/year/ERC)	Outdoor Only (ac-ft/year/ irrigated ac)	Assumed Irrigated Acreage per ERC	Outdoor Only (ac-ft/year/ERC)	Indoor + Outdoor (ac-ft/year/ERC)
Heber	0.43	Unknown	Unknown	Unknown[1]	Unknown
Hideout	0.22	2.37	0.063	0.14	0.36
JSSD Retail	0.45	3.0	0.18	0.54	0.99
Lindon	0.392	4.0	0.10	0.40	0.79
Mapleton	0.35	3.2	0.32	1.02	1.37
Park City	Unknown	Unknown	Unknown	Unknown	0.41[2]
Payson	0.30	3.2	0.18	0.58	0.92
Salem	0.30	3.2	0.185	0.59	0.89
Santaquin	0.336	4.0	0.25	1.00	1.34
Saratoga Springs	0.30	3.13	0.24	0.75	1.05
Spanish Fork	0.45	2.77	0.163	0.45	0.90
Springville	0.30	4.0	0.15	0.60	0.90

1. Heber City is just starting to have a pressurized irrigation system.
2. Based on water use data reported to the Division of Water Rights.

7. TOWN'S COMMITTED DEFICIT

Current Water Supply

Currently, the Town has a JSSD confirmed supply of 605.07 acre-feet of water. The Town receives wholesale water from JSSD through contractual agreements. JSSD also leases 50 acre-feet of irrigation water on an annual basis to the Town to irrigate the golf course. This irrigation water is billed at a lower rate than drinking water and can be converted to drinking water upon request of the Town. Although not yet confirmed, the Town believes that it may have rights to an additional 9 acre-feet and is currently seeking to confirm this additional amount.

Wholesale drinking water is based on an annual contractual amount and billed monthly to the Town. Currently the Town has a contract with JSSD for 150 acre-feet of wholesale drinking water, which is take-or-pay, meaning the Town pays the established annual charge per acre-foot regardless of whether the water is used. The Town also has a contract for the reservation of

103 acre-feet of water, which can be converted and used as wholesale water upon request of the Town. An additional 20 acre-feet of reserved water was recently acquired by the Town.

According to an agreement between JSSD and the Town and will serve letters, there were some developers who have water reservation agreements with JSSD or dedicated water through JSSD that have been committed to their platted developments in Hideout. Those amount to 282.07 acre-feet per year. Table 4 shows the Town's current breakdown of water available through JSSD.

TABLE 4 – WATER SUPPLY SUMMARY

Type	Amount (ac-ft/year)
2014 JSSD Agreement	
JSSD Wholesale Drinking Water	150
JSSD Reserved Water	103
JSSD Irrigation Water (Convertible to Drinking Water)	50
Recent Additions	
Additional Reserved Water	20
Additional Water	
Developer-Reserved Water	242.39
Developer-Dedicated Water	39.68
Total[1]	**605.07**

1. An additional 9 ac-ft/year of developer-reserved water is being reviewed, which could potentially increase the Town's total water supply to 614 ac-ft/year.

Current Water Demand

For the purposes of this audit, "demand" is considered to be all current commitments to provide water regardless of whether there is a current demand.

According to the Town, there are currently 1,770 platted lots in the Town (1,262 lots without will-serve commitments, and 508 lots with will-serve commitments). This number may vary slightly as plats change or lots are combined. A will-serve is a document that states the developer's ability to supply water for its development. Table 5 includes a summary of average annual demand requirements for the drinking water system, which compares supply and demand.

TABLE 5 – EXISTING AVERAGE ANNUAL DEMAND BASED ON PROPOSED LOS

	ERCs	Existing Demand (ac-ft/yr) [1]	Existing Supply (ac-ft/yr) [2]	Surplus (+) or Deficit (-)
Platted Lots without Will-Serve	1,262[3]	454.32	605.07	- 32.13
Platted Lots with Will-Serve	508	182.88		
Total	**1,770**	**637.20**	**605.07**	**- 32.13**

1. Calculated using the proposed LOS of 321 gpd/ERC (0.36 ac-ft/yr/ERC). Demand accounts for both indoor use and typical outdoor use from the drinking water system.
2. See Table 4.
3. 150 of the ERCs are being reviewed. If 150 units are not included, then there would be a total existing demand of 583.20 ac-ft/yr, and a surplus of 21.87 ac-ft/yr.

Assuming 90% full-time occupancy (instead of the current 38%) at the recommended LOS, after accounting for all platted lots, there is a committed deficit of 32.13 ac-ft per year, which is about 5.3 percent of total available supply. As stated earlier, this deficit is not a current "wet-water" deficit of demand exceeding supply. But, it reflects a deficit of supply compared to the Town's total current commitment.

The platted lots shown in Table 5 include the Town's multi-family units. Typically, multi-family housing, or apartments, would use less water and, therefore, warrant a lower LOS than SFR housing. In typical cities, on average, multi-family housing uses about 20 percent less water than single-family housing because, on average, less people per household live in multi-family housing and have lower occupancy compared to SFR housing. However, some multi-family housing units actually use more water than SFR units, as is the case with Hideout. Compared to Hideout's single-family housing, we saw that multi-family units on average use more water than SFR housing. Therefore, we propose using the same LOS for multi-family housing as the LOS for SFR housing.

8. WHEN WILL THE TOWN NEED MORE WATER?

As stated earlier, the Town does not have a current deficit. So, the question is: When will the Town need more water to supply the currently-committed lots?

According to the Town, there are approximately 896 Certificates-of-Occupancy (CO) as of November 30, 2025. From 2017 to 2020, there was an approximate growth rate of about 50 new COs per year. However, from 2020 until 2024, the growth rate has increased and is estimated to be around 100 new COs per year. Therefore, if an estimated growth rate of 100 units per year is assumed for future growth, and assuming 90% full-time occupancy, then the existing supply would be committed in approximately **8 years** (see Table 6).

TABLE 6 – ESTIMATED DEMAND IN 8 YEARS BASED ON PROPOSED LOS

Approximate Number of Existing COs[1]	Estimated Growth Rate (units/yr)	Estimated Number of Units in 8 Years	Estimated Demand in 8 Years (ac-ft/yr)[2]	Existing Supply (ac-ft/yr)[3]
896	100	1,696	610.56	605.07

1. All units with Certificates of Occupancy issued are considered existing for purposes of annual water supply planning.
2. Calculated using 321 gpd/ERC (0.36 ac-ft/yr/ERC). Demand accounts for both indoor use and typical outdoor use from the drinking water system. This number assumes 90% full-time occupancy.
3. See Table 4.

9. WATER SUPPLY NEEDED WHEN THE TOWN IS BUILT OUT

It is important to plan for buildout conditions for the Town. As growth occurs, the Town must have enough water supply for the growing demands.

Table 7 shows the Town's estimated growth projections, based on the 2022 Culinary Water Capital Facility Plan and Town input.

TABLE 7 – GROWTH PROJECTIONS

Year	ERCs
2020	450
July 2021	509
2040	2,267

It is estimated that there will be approximately 2,267 ERCs at buildout. Annexations to the Town have not been included in this study. As shown in Table 5 above, there is a deficit in the existing system with the currently platted subdivisions. Therefore, as growth occurs, water should be turned in with each new development. Table 8 summarizes the estimated buildout demand with the existing supply.

TABLE 8 – BUILDOUT AVERAGE ANNUAL DEMAND BASED ON PROPOSED LOS

Buildout ERCs	Buildout Demand (ac-ft/yr)[1]	Existing Supply (ac-ft/yr)[2]	Surplus (+) or Deficit (-)
2,267	816.12	605.07	- 211.05

1. Calculated using the proposed LOS of 321 gpd/ERC (0.36 ac-ft/yr/ERC). Demand accounts for both indoor use and outdoor use from the drinking water system. This number assumes 90% full-time occupancy.
2. See Table 4.

At the LOS, with 90% full-time occupancy, there would be a deficit in the system at buildout conditions if additional water is not acquired. To preserve an adequate water supply for the Town, all future and un-platted developments should be required to dedicate water to the Town.

CONCLUSIONS AND RECOMMENDATIONS

Based on analysis of recent customer water use data and a comparison of consumption data with supply data, an average yearly demand of 321 gpd/ERC (0.36 acre-feet/year/ERC) is proposed as the new level of service. This accounts for both indoor use and outdoor use.

Assuming 90% full-time occupancy, the Town of Hideout currently does not have enough water available for all platted developments (see Table 5). However, at 90% full-time occupancy it will take approximately 8 years until the committed-to platted subdivision demands reach the existing supply (see Table 6). Different occupancy rates impact this timeframe. As time passes, the data set will improve, and it is recommended to monitor the Town's demands and supply going forward, and to refine the policy in the future if needed.

Some water sources are currently being reserved or used for irrigation and will eventually need to be moved over to the wholesale drinking water contract. Meanwhile, it is less expensive to keep the 103 acre-feet as reserved water and the 50 acre-feet as irrigation water until it is needed for drinking water use.

The Town does not have enough water for buildout conditions, and it is recommended to require each new development or un-platted subdivision to dedicate water to the Town.

Going forward, the future water policy of the Town should include measures to conserve residential use of water in line with state and JSSD recommended best practices, while potentially identifying inexpensive new sources of well water or open market purchases.

APPENDIX A

Calculations

HANSEN, ALLEN & LUCE, INC.
TOWN OF HIDEOUT
DW AUDIT - DRAFT
Appendix A
534.13.100
February 9, 2026

WATER USE REVIEW AND ERC ESTIMATION BASED ON CONSUMPTION METERED DATA

Methodology:

1. Determine use of a typical full-time residential connection at 90% occupancy (includes indoor and outdoor).

Billed sales data - residential, excluding irrigation meters and multifamily meters*

Number of Full-Time Connections	Total Annual Use (gal)	Total Annual Use (ac-ft)	Average Indoor Use (gal/connection)	Avg Indoor Use at 100% Occupancy (ac-ft/connection)	Avg Indoor Use at 90% Occupancy (ac-ft/connection)
271	20,972,839	64.4	77,391	0.24	0.22

*From the Town's metered water sales data, 271 residential connections were found to use
at least 2,750 gal/month on average. This results in a full-time occupancy of about 37%, coinciding with Census data.
See Appendix B for more information on the full-time usage threshold. 1,500 gal/month is assumed for 1 person.
The Town has an average of about 2 people per household.
The Town's LOS assumes a 90% full-time occupancy rate.

2. Determine common space outdoor irrigation use per residential connection.

Irrigation Meter Use*

Month	Total Billed Usage (gal/month)
December 2024	54
January 2025	27
February 2025	12
March 2025	25
April 2025	44,111
May 2025	615,454
June 2025	2,469,111
July 2025	2,779,150
August 2025	2,376,436
September 2025	1,845,441
October 2025	525,413
November 2025	0

Calculated Irrigation Yearly Use/ERC*

Total Irrigation Use (gal/year)	Total Irrigation Use (AF/year)	Total Avg. ERCs	Irrigation Use (AF/YR/ERC)
10,655,234	32.70	856	0.04

Indoor & Outdoor Use Combined*

Full Time Residential Metered Use (AF/YR/ERC)	Average Outdoor Use (AF/YR/ERC)	Combined Indoor & Outdoor (AF/year/ERC)
0.22	0.04	0.26

*Demand accounts for both indoor use and outdoor use from the drinking water system.

3. Account for non-revenue water.

Total Billed (Dec. 2024 - Nov. 2025)	Total Supply (Dec. 2024 - Nov. 2025)	Town's Metered % Water Loss	EPA National Average % Water Loss	Combined Indoor & Outdoor (AF/year/ERC) + Water Loss
56,324,432	59,181,981	5%	14%	0.30

*14% is the national average for water loss through leaks (EPA), and
5% was calculated as the average water loss from the metered supply to the metered consumption
from December 2024 to November 2025.
A non-revenue water factor of 14% was used based on the EPA and to account for growth and system aging.

4. Add a variability factor to account for variability and sustainability.

Combined Indoor & Outdoor (AF/year/ERC) + Water Loss	Variability Factor	Combined Indoor & Outdoor (AF/year/ERC)
0.30	20%	0.36

*A variability factor was utilized to account for non-revenue water, days of high usage, fire suppression,
and any uncertainty in data or future water use.

COMPARISON OF JSSD SUPPLY DATA WITH TOWN'S BILLING DATA

Methodology: Divide JSSD supply data by total number of connections.

Jordanelle Special Service District (JSSD) Metered Wholesale Water*

2022				
2022 JSSD Total Supply (gal)	**2022 Total Connections**	**Use/Connection (gal/connection)**	**gpd/connection**	**acft/yr/connection**
37,364,219	605	61,759	169	0.190

2023				
2023 JSSD Total Supply (gal)	**2023 Total Connections**	**Use/Connection (gal/connection)**	**gpd/connection**	**acft/yr/connection**
41,385,877	678	61,014	167	0.187

2024				
2024 JSSD Total Supply (gal)	**2024 Total Connections**	**Use/Connection (gal/connection)**	**gpd/connection**	**acft/yr/connection**
51,061,697	766	66,695	183	0.205

December 2024 to November 2025				
JSSD Total Supply (gal)	**Total Connections**	**Use/Connection (gal/connection)**	**gpd/connection**	**acft/yr/connection**
59,181,981	856	69,154	189	0.212

*The total number of connections are based on the average number of residential connections and multifamily units. These numbers compare an average indoor + outdoor use per connection.

Town Metered Billing Data*

December 2024 to November 2025					
Total Billed (gal)	**Total Connections**	**Use/Connection (gal/connection)**	**gpd/connection**	**acft/yr/connection**	**(Add 5% water loss)**
56,324,432	856	65,815	180	0.20	0.212

*The total number of connections are based on the average number of residential connections and multifamily units. These numbers compare an average indoor + outdoor use per connection.

APPENDIX B

Full-Time Use Supporting Research

HANSEN, ALLEN & LUCE, INC.
TOWN OF HIDEOUT
DW AUDIT - DRAFT
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534.13.100
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Supporting Research for the Occupancy Factor calculation
Defining a threshold for minimum indoor water use for full-time users (1,500 gallons/month)

References: https://www.epa.gov/watersense/statistics-and-facts
https://suwater.stanford.edu/sites/g/files/sbiybj19876/files/media/file/top_water_fixtures.pdf#:~:text=An%20easy%20and%20effective%20way%20to%20attain,showers%2C%20washing%20full%20loads%20of%20laundry/dishes%2C%20etc.)

The EPA states that "We can all use at least 20 percent less water by installing water-efficient fixtures and appliances."

Therefore, newer developments like Hideout have more water-efficient fixtures and appliances, meaning that less indoor water is used, by "at least 20 percent" as compared to values below from older publications.

Reference: "2009 Residential Water Use - Survey Results and Analysis of Residential Water Use For Seventeen Communities in Utah" by the Utah Department of Natural Resources Division of Water Resources

"The statewide indoor use was estimated to be 60 gpcd."
"An additional analysis was conducted on 110 randomly surveyed residents in Salt Lake City… It was found that half of those surveyed… used 30 percent less water indoors. They had implemented more conservation practices in their home such as water efficient washing machines, aerator facets, low-flow shower heads and toilets."

Daily indoor use for one person =	60	gal/day (indoor use for 1 person)
Monthly indoor use for one person =	1440	gal/month (accounting for 20% less water use due to efficient fixtures)

Reference: https://19january2017snapshot.epa.gov/www3/watersense/pubs/indoor.html

WaterSense (An EPA Partnership Program) states that "The average American family of four uses 400 gallons of water per day. On average, approximately 70 percent of that water is used indoors…".

70% of 400 gallons/day for 4 people =	280	gal/day (indoor use for 4 people)
Daily indoor use for one person =	70	gal/day (indoor use for 1 person)
Monthly indoor use for one person =	1680	gal/month (accounting for 20% less water use due to efficient fixtures)

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Reference: https://watercalculator.org/footprint/indoor-water-use-at-home/

"On average in the US, water use at home (water from the tap, toilet, dishwasher, etc.) adds up to about 138 gallons per household per day, or 60 gallons per person per day."
"Switching to water-saving fixtures and appliances can reduce indoor water use by twenty percent."

Daily indoor use for one person =	60	gal/day (indoor use for 1 person)
Monthly indoor use for one person =	1440	gal/month (accounting for 20% less water use due to efficient fixtures)

File Attachments for Item:

14. Discussion of proposed Ordinance 2026-O-XX regarding Rules of Conduct and Ethical Standards. Brian Cooper (10 Min.)

ORDINANCE NO. 2026-xxx

AN ORDINANCE AMENDING SECTION 1.10.050 OF THE HIDEOUT TOWN CODE TO ESTABLISH RULES OF CONDUCT, COMMUNICATION GUIDELINES, AND ETHICAL STANDARDS FOR ELECTED OFFICIALS.

WHEREAS, the Hideout Town Council recognizes that the effective governance of the Town requires:

- A commitment to civility and professionalism;
- Openness, transparency, and protection of the public's due process rights;
- Proper use of communications to ensure fair legislative/judicial outcomes;
- Policies and procedures that reduce legal liability and ensure public trust;
- Best practices aligned with Utah League of Cities and Towns (ULCT) and neighboring municipalities such as Heber City and Midway;

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

SECTION 1: Amendment of Section 1.10.050

Section 1.10.050 "MEETINGS; PROCEDURE AND CONDUCT" is hereby amended to include the following subsections:

1.10.051 Core Values

The following core values shall guide the behavior of the Town Council:

A. **Integrity:** Actions are based on honor and transparency to maintain a positive reputation for the Town (Ref: *Midway City Code 1.05*).
B. **Respect:** A commitment to treat all people with civility, valuing diverse perspectives even during disagreements.
C. **Stewardship:** A primary duty to the public interest of Hideout residents above personal or political gain.

The purpose of this code is to ensure the public trust in the integrity of the Town's decision-making. The code shall be interpreted to favor openness, impartiality, and the public's right to observe and participate in government. It shall also comply with Utah law, including the Open and Public Meetings Act (OPMA, Utah Code §52-4-101 et seq.), the Utah Pledge of Fair Campaign Practices (Utah Code §20A-9-206 et seq.), and the Government Records Access and Management Act (GRAMA, Utah Code chapter 63-G).

1.10.052 Professional Conduct and Decorum

A. **Meeting Decorum:** Members shall be recognized by the Mayor before speaking and shall limit remarks to the topic at hand. Personal attacks or questioning the motives of other members, staff, or the public is strictly prohibited (Ref: *Heber City Rules of Order, Section 4.0*).
B. **No-Surprise Rule:** Members shall endeavor to share significant concerns or complex questions regarding agenda items with the Town Administrator or Mayor prior to the meeting to ensure factual information is available for the public record.

1.10.053 Conflict of Interest and Ethics

A. **Disclosure:** Members shall comply with the *Utah Municipal Officers' and Employees' Ethics Act*. Members shall disclose on the record any financial interest or participation in any business entity regulated by the Town.
B. **Recusal:** To avoid the appearance of bias, members shall recuse themselves from any vote where they have a direct or indirect financial interest. Any conflict requiring recusal shall be disclosed in writing and maintained as a public record.
C. **Gifts and Undue Influence:** Members shall not solicit or accept any gift, favor, service, or thing of value that could reasonably be perceived as influencing official action. Any gift exceeding $50 in value from a person or entity with business before the Town must be declined or disclosed in writing and entered into the public record. Members shall not accept gifts from applicants, developers, or contractors with matters pending before the Town.

1.10.054 Open and Public Meetings Act (OPMA) Compliance

To ensure that the "proceedings of public bodies be conducted openly and that their deliberations be conducted openly" (Utah Code § 52-4-102), the following rules apply:

A. **Literal Compliance:** All members shall complete the annual OPMA training required by State law. The Town Reocrder shall maintain records of such completion.
B. **Prohibition of "Serial Meetings" (Walking Quorums):** Members shall not engage in a series of private, sub-quorum conversations (whether in-person, by telephone, or via electronic messaging) to discuss Town business with the intent of reaching a pre-meeting consensus.

    1. Specifically, Member A shall not discuss a pending agenda item with Member B to reach an agreement, then have Member B discuss that same agreement with Member C to secure a majority vote prior to a public meeting.
    2. Such "hub-and-spoke" or "serial" communications undermine the public's right to witness the Council's deliberation and may render the subsequent vote voidable under Utah Code § 52-4-302.

C. **Electronic "Rolling" Quorums:** Members shall refrain from using group emails or group texts to deliberate on, debate, or build consensus for agenda items. Texting between members during a public meeting regarding the substance of the meeting is strictly prohibited, as it constitutes a non-public deliberation. (Ref: *ULCT "Digital Media and OPMA" Guidelines*).
D. **Spirit of the Law (Transparency):** Members shall act with the presumption that all discussions regarding the expenditure of public funds or the regulation of private property belong in the public eye. Private "pre-meetings" to "get everyone on the same page" are contrary to the values of the Town of Hideout.
E. **Consequences of Violation:** Violations of OPMA or this section may result in:

    - Voiding of the action under Utah Code § 52-4-302
    - Mandatory training
    - Censure or sanctions

1.10.055 Communications and Media

A. **Personal vs. Official Capacity:** When using broadreach public media (such as mass email, social media, websites, or news interviews) to discuss Town business, members shall clarify that

they are speaking in their individual capacity and not on behalf of the Council unless authorized by an own official (Ref: *Clearfield City Social Media Policy*). Members discussing Town matters online in a non-official capacity shall include a disclaimer such as: "The views expressed here are my own and do not represent the official position of the Town of Hideout."

B. **Prohibition on Use of Official Resources:** Town resources, copyrighted assets, email lists, or communication platforms shall not be used for personal advocacy, political, or campaign purposes.
C. **Blocking Users:** Members using official online accounts shall not block members of the public based on viewpoint, consistent with First Amendment requirements. Blocking is allowed for hate speech or other violations of the media platform's community standards.
D. **Disparaging Remarks:** Members are prohibited from posting disparaging, defamatory, or insulting remarks regarding fellow Council members, Planning Commission members, Committee members, or Town staff on any digital communications or media.
E. **Legislative Items:** Members shall not use any media (such as social media, constituent email lists, or the press) to conduct "mass lobbying" for or against an agenda item prior to a public hearing.
F. **Quasi-Judicial Items:** Regarding land-use applications or rezones, members must maintain "impartiality" until the public record is closed. Sending mass communications that express a "pre-determined" outcome violates the applicant's due process and may disqualify the member from voting (Ref: *ULCT Land Use 101 Guidelines*).
G. **Ex Parte Communications:** Members shall not engage in off-the-record (ex parte) communications with applicants, opponents, or interested parties regarding the substance of a pending application. If such communication occurs, the member shall immediately disclose the communication on the record and recuse themselves if impartiality is compromised.
H. **Record Retention:** All digital communications regarding Town business, whether on Town-authorized platforms or on personal devices or media accounts, are subject to the Government Records Access and Management Act (GRAMA).

1.10.056 Transparency and Public Access

A. **Public Decisions:** Elected officials, when making decisions, must consistently consider how their actions advance and implement the Town's General Plan vision. Draft documents, presentations, and communications used to influence decisions should be disclosed in advance of meetings whenever practicable. Members shall:

- Conduct deliberations in public whenever possible
- Avoid informal gatherings where Town business is discussed
- Ensure materials used in decision-making are publicly available prior to meetings
- Encourage full and fair public participation

B. **Disclosure of Substantive Communications:** Any substantive communication between members regarding an agenda item outside a public meeting shall be summarized and disclosed on the record prior to deliberation.

1.10.057 Enforcement and Censure

A. **Process:** Allegations of violations shall be referred to the Town Attorney, or an independent investigator or ethics committee appointed by the Council. The reviewing body shall provide written findings and recommended action(s).

1. **Due Process Protections:** The accused member shall have:

   - Notice of the allegations
   - The opportunity to respond
   - The right to present evidence

2. **Public Complaints :** Any person may submit a written complaint to the Town Attorney alleging a violation of this Code. Complaints and final determinations shall be public records, except as required by law. The complainant may request anonymity and therefore redaction of their personal information from the public record.

B. **Censure:** Upon a majority vote, the Council may issue a formal "Resolution of Censure" for behavior that violates this code. A censure is a public reprimand entered into the permanent record of the Town.

   1. **Findings Required:** Any Resolution of Censure shall include:

      - Specific findings of fact;
      - The provisions violated; and
      - The basis for the decision

C. **Sanctions:** In addition to censure, the Council may vote to remove an offending member from regional boards, committees, or liaison assignments (Ref: *Heber City Code 2.04*).
D. **Duty to Report:** If a Council Member is approached by another member attempting to form a sub-quorum consensus or a walking quorum, that member has an ethical duty to remind the other of the Code of Conduct and, if the behavior continues, report the occurrence to the Town Attorney or Mayor. Members are encouraged to report violations in good faith. Failure to report shall not, by itself, constitute a violation.
E. **Protection Against Retaliation:** No person shall suffer retaliation for reporting violations of this Code in good faith.

Citations & References:

Heber City: Uses a "Rules of Order and Procedure" document (Section 4.0-5.0) that prohibits members from questioning the motives of colleagues. They recently debated a "Communications Policy" (2025) to prevent officials from using surveys or newsletters as "weapons" against one another.

Midway City: Their Code Section 1.05 formally adopts "Integrity" and "Civility" as legally enforceable standards of conduct for their council.

Utah League of Cities and Towns (ULCT): In their "Elected Officials Essentials" training, they warn that pre-meeting advocacy (especially in land-use cases) can lead to "Pre-determination Bias" lawsuits, which often results in the Town losing its "Governmental Immunity" in court.

Clearfield City, UT: Often cited as the gold standard for Social Media Policies for elected officials; they require a strict separation between "Official" and "Personal" accounts to protect the city from First Amendment and GRAMA lawsuits.

Midway City: Their *Policy and Procedure Manual* emphasizes that "the public's business must be done in public." They specifically discourage sub-quorum groups from meeting if the intent is to circumvent the public process.

Heber City: In their Rules of Order (Section 3.1), they state that "deliberations of the Council shall be conducted openly." Heber has historically been sensitive to "rolling quorums" via text messaging, explicitly advising members that digital chats during a meeting can be considered a "meeting within a meeting."

Utah League of Cities and Towns (ULCT): The ULCT warns that "The 'Walking Quorum' is the most common way small towns get into legal trouble." They define it as "a series of gatherings, none of which has a quorum, but which collectively involve a quorum and are used to reach a decision."

File Attachments for Item:

1. The Public Hearing is held for the purpose of receiving public comment on the following item:

Review and Consideration of Approval for Ordinance, 2026-O-XX amending the Official Town of Hideout Zoning Map to rezone parcel 00-0021-2486 from Mountain (M) to Neighborhood Mixed Use (NMU) to allow for the location of a fire station and possible public works building.

– Presented by Thomas Eddington (10 Min.).

INTEGRATED planning & design

Staff Report for Rezoning of Town-Owned Land – Fire Station Location

To: Mayor Ralph Severini
Town of Hideout Councilmembers

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

Re: Proposed Rezone for Fire Station (and a possible Public Works Building) on SR248

Date: Prepared for the. March 12, 2026 Town Council Meeting

Submittals: *Rezone / Site Plan Application from the Wasatch County Fire Department*

Background

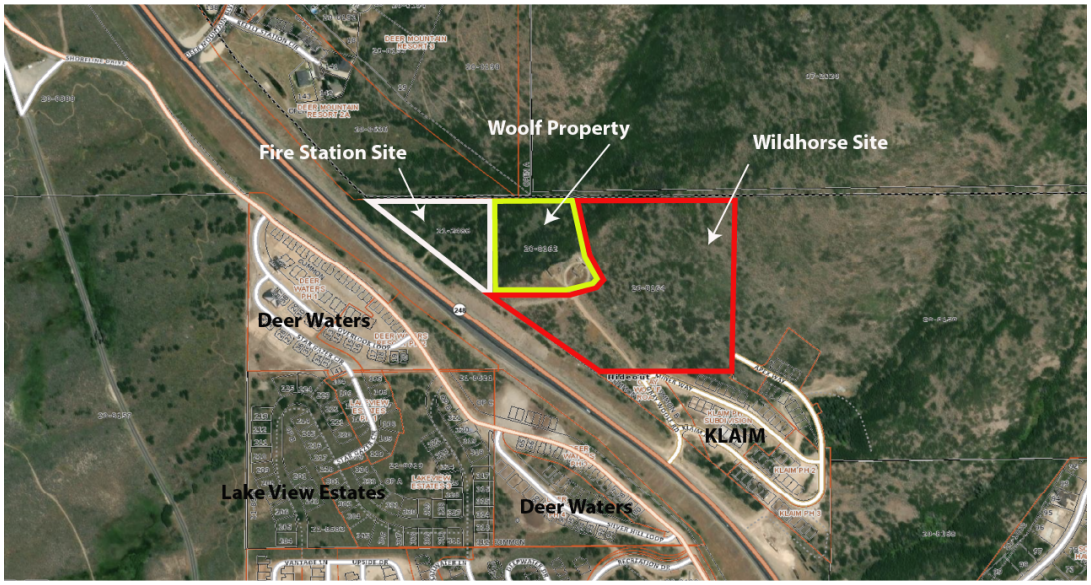
The Planning Commission approved a Concept Plan for a permanent fire station to be located on SR248, just north of William Woolf's property, in October 2025. This use requires a change in zoning from Mountain (M) residential to a mixed-use or commercial designation for the property. The Planning Commission held a work session on November 20, 2025 to discuss rezoning options for the site and determined that Neighborhood Mixed-Use (NMU) was the appropriate zoning for the site. On December 18, 2025, the Planning Commission voted to favorably recommend the proposed rezone to the Town Council for a vote.

Site Characteristics

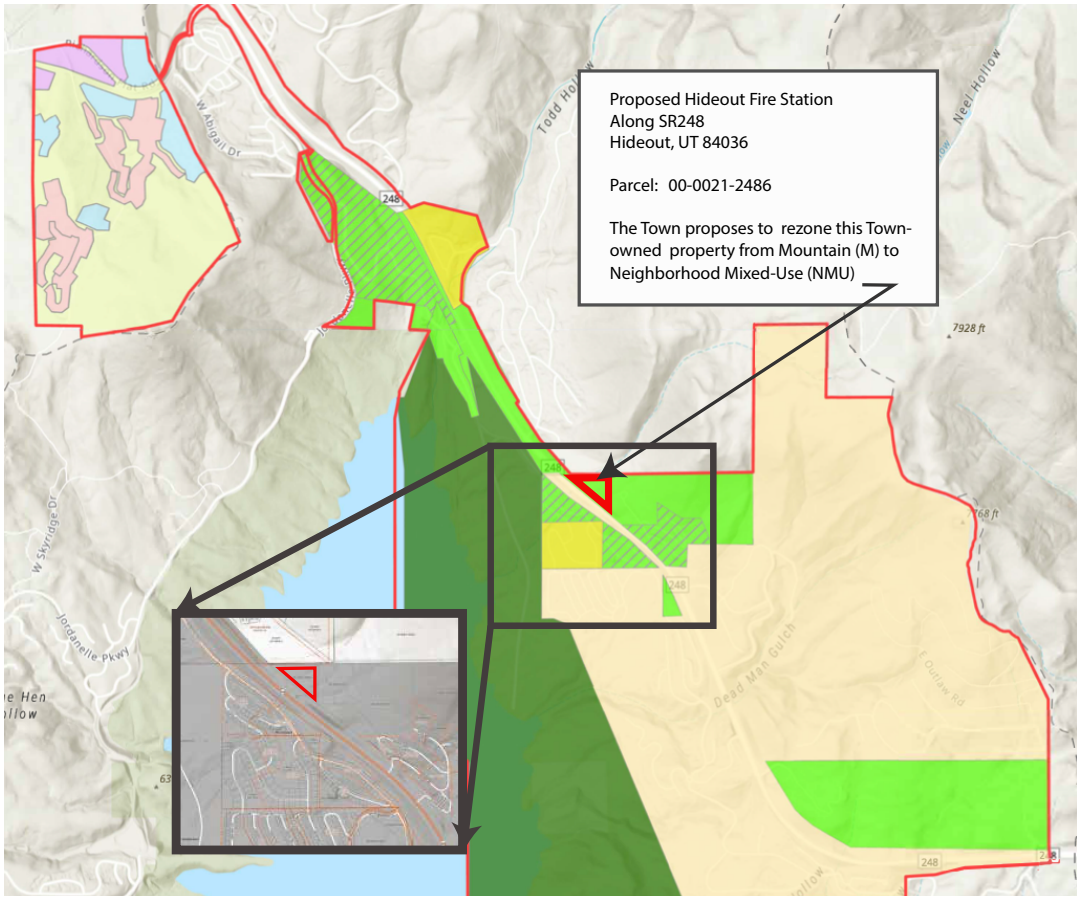
Total Acres of Site:	+/-3.35 Acres for the total parcel (the fire station will occupy about half of the site; the other half has been discussed as a possible future site for the Town's Public Works building should it need to be relocated)
Current Zoning:	Mountain (M)
Density Allowed:	One (1) unit per acre, residential
Future Zoning:	Neighborhood Mixed Use (NMU)

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Site Location (Local Context)



Map Illustrating Proposed Area to be Rezoned to NMU



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Proposed Zoning Designation

The Neighborhood Mixed Use (NMU) zoning designation does not specifically state that a "fire station" is a permitted or conditional use, but it does list a "public services facility" as a conditional use. A fire station, and a Public Works facility, should be considered "public services facilities." While these uses are not specifically allowed by-right, they may be allowed with conditions to mitigate any potential impacts. This will necessitate a Conditional Use Permit (CUP) application to the Planning Commission for review and approval. That is scheduled for a public hearing at the Planning Commission meeting to be held on March 19, 2026. For the Council's information, the Planning Commission will also hear a Preliminary Subdivision Application at that same meeting.

2019 General Plan

When the Town Council considers a rezoning request, any recommendation must follow the General Plan's direction – Vision Statement, Goals, Strategies, etc.

The General Plan recommends preservation of viewsheds, the natural environment, and land development at intensities appropriate to the site and respectful of the natural environment. The Town Council should review the proposal for rezoning and determine whether it complies with the General Plan.



2.1 Vision Statement

Hideout, Utah is a community
that treasures both its residents and its environment.
As such, Hideout's vision is to:

1 preserve outstanding views

2 cultivate an inviting neighborhood atmosphere

3 build a connected community

2.1.1 To Preserve Outstanding Views,

All development will be intentionally designed around enhancing and accentuating the existing environment, recreational open space, and livability of the community.

2.1.2 To Cultivate an Inviting Neighborhood Atmosphere,

The intensity of land use will be managed to promote the design standards and environmental ideals laid out in the General Plan and other town documents.

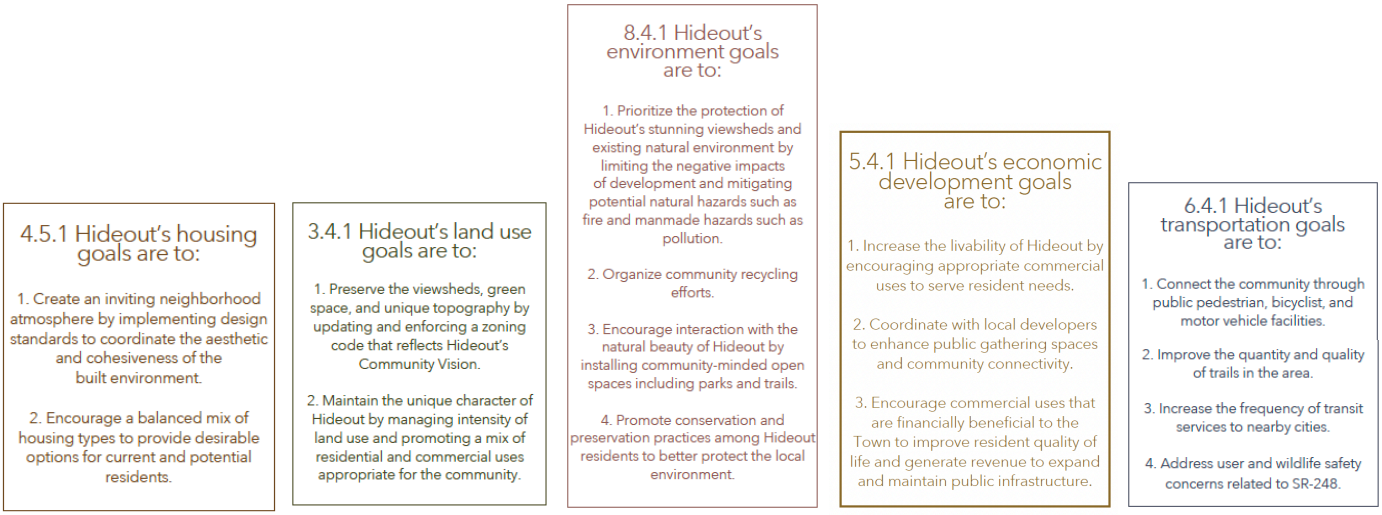
2.1.3 To Build a Connected Community,

Public gathering spaces and appropriate commercial growth will be accessible by a variety of transportation options.

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Goals



Recommendation

Staff finds the proposed rezone to be consistent with the General Plan and emphasizes the importance of the public health, safety, and welfare benefits associated with locating a fire station within the Town limits.

Staff recommends that the Town Council discuss the proposed rezoning from Mountain (M) Residential to Neighborhood Mixed Use (NMU), open the public hearing for public input, and consider approval of the request.

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File Attachments for Item:

4. Approval of the October 9, 2025 Town Council Regular Meeting and Public Hearing Minutes – DRAFT

Minutes
Town of Hideout
Town Council Regular Meeting and Public Hearings
October 9, 2025

The Town Council of Hideout, Wasatch County, Utah, met in Regular Meeting and Public Hearing on October 9, 2025, at 6:00 PM in the City Council Chambers located at 10860 North Hideout Trail, Hideout, Utah.

Regular Meeting

I. Call To Order and Pledge of Allegiance

Mayor Ralph Severini called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

II. Roll Call

Present: Mayor Ralph Severini
Council Member Jonathan Gunn
Council Member Carol Haselton
Council Member Bob Nadelberg (attending via Zoom)
Council Member Chris Baier
Council Member JD Cronin (attending via Zoom)

Staff Present: Thomas Eddington, Town Planner
Alicia Fairbourne, Town Recorder
Polly McLean, Town Attorney
Dennis Pay, Town Engineer
Jan McCosh, Town Administrator

III. Public Input – Floor Open for any Attendee to Speak on Items not Listed on the Agenda.

Mayor Severini opened the floor for public input at 6:02 p.m.

Brian Cooper recognized that the Economic Development Committee has done a lot of work recently, but he has not seen a summary of the results. He asked if that could be shared at the next Town Council Meeting.

Council Member Haselton wanted to be respectful to Staff, but also wants to state on the record that the final Meeting Materials Packet was received late. It was sent out at 6:42 p.m. last night. The Meeting Materials Packet was 268 pages and an additional seven pages were received this morning at 8:28 a.m. At 5:00 p.m. this evening, there was a revised Meeting Materials Packet received.

DRAFT

Council Member Haselton tries to be a conscientious Council Member and read everything included in the Meeting Materials Packet, but when it is received late, it is almost impossible to do so. She does not understand how the Town Council can make informed decisions when the information is received so late.

Council Member Haselton reported that the Planning Commission has adopted new rules. Their rules stated that Commissioners will not discuss anything unless the information is received three days in advance. She believes the Town Council should be treated as respectfully as the Planning Commission. The information must be received in a timely manner so it is possible to review everything, understand the materials, and make informed decisions. Mayor Severini expressed support for the comments shared. He thought it made sense to continue to monitor the situation, because it is not possible to review that amount of material in such a short amount of time. It is possible to adopt a similar rule to the Planning Commission. If there is not information provided three days beforehand, then it will not be discussed.

Mayor Severini asked Town Attorney, Polly McLean, whether a formal vote is needed. Ms. McLean stated that since the Rules and Regulations for the Planning Commission were looked at recently, it makes sense to revisit the Rules and Regulations for the Town Council as well. This could be done over the next few months. Mayor Severini believed this effort should be prioritized. Council Member Chris Baier pointed out that it is ultimately the responsibility of the Mayor to set the agenda and run the meeting.

The public input portion of the meeting was closed at 6:10 p.m.

IV. Agenda Items

1. Update on the Hideout Community Reinvestment Agency - *Presented by Rob Sant, Economic Development & Redevelopment Agency Deputy Director, and Spencer Foster, Mountainland Association of Governments.*

Economic Development Consultant, Rob Sant, introduced himself and Spencer Foster with the Mountainland Association of Governments ("MAG"). Messrs. Sant and Foster both have a background in Community Reinvestment Agencies ("CRA"). Summary information was shared. Mr. Sant explained that a few months ago, Hideout adopted an Ordinance to create the Hideout CRA. There are a few steps that need to be taken before a Certificate of Creation is received from the Lieutenant Governor. Work is being done on a Final Entity Plat, which will be used to create the CRA. Once that is ready, it is possible to submit the Final Entity Plat and other documentation to the Lieutenant Governor. After that, there will be a CRA in Hideout and the Town Council will have the authority to create Community Reinvestment Areas. There are a few being considered, including Richardson Flat. Mr. Sant shared a high-level budget to illustrate what could be developed and what kind of revenues could be generated. It was reiterated that this is a high-level budget and there were some general assumptions made. The next step would be to work directly with the landowner. There would then be a detailed budget created, which would look at some of the actuals.

Mr. Sant noted that the town has a lot of experience with the Military Installation Development Authority ("MIDA"). He explained that CRAs are a little bit different, but both use incremental tax revenues. In a MIDA area, it is called Property Tax Allocation, and in a CRA, it is called Tax Increment Financing ("TIF"). It is the same tool, but one is controlled by MIDA and the other is controlled at the town level through the CRA. Mr. Sant shared an analysis spreadsheet that shows the high-level budget. He reiterated that there are certain assumptions. For instance, it is assumed that 120 acres will be developed of the 350 acres of land. The other acreage will be open space, which was previously identified as being important to the town. It is also assumed that there could be approximately $3 million of building values per acre. What that would mean for the town is that after some of the residential and other exemptions, there would be around $300 million of new taxable value. This would produce approximately $250,000 of property tax revenue for the town. Taxing entity-wide, there would be approximately $2.4 million of property tax.

Mr. Sant reminded the Council that with a CRA, there are negotiations with the other taxing entities. In this case, it would be Summit County, Park City School District, and the Special Service Districts. The process includes negotiations and a request to share a portion of the incremental growth for a certain amount of time. That could be 15 to 20 years, and the amount could range from 50% to 80% of the tax increment. In the high-level budget document, the assumption is 70% for 20 years. He explained that this would result in $26 million of property tax increment that could be reinvested back into the project area. The money could be used for infrastructure or incentivizing development if there are gaps in financing.

Mr. Sant further discussed the difference between MIDA and a CRA. With MIDA, there is a specific timeframe. It is 75% of the property tax for a 25-year period, and then it can be extended for an additional 15-year period. With a CRA, the timing and the percentages are all negotiated with each individual taxing entity. Mr. Sant shared the Tax Rate and Increment Analysis section of the high-level budget document. The entities listed include: Summit County, Park City School District, Hideout, Weber Basin Water Conservancy District, Park City Fire Service District, Summit County Mosquito Abatement District, and Synderville Basin Recreation District. There would be a meeting with property owners in the project area and a discussion about existing needs. This would be followed with negotiations with the taxing entities.

The high-level budget document was further reviewed. Mr. Sant offered to answer Council Member questions about CRAs. Council Member Jonathan Gunn wanted to understand why a taxing entity would want to participate. Mr. Sant explained that this is future revenue. It is not current revenue, but revenue that will be generated. He shared some example scenarios with the Council and noted that there is some give and take that makes participation desirable. Mr. Foster echoed those comments and explained that if there is participation from the taxing entities, there will be certain infrastructure and development built.

Council Member Baier believed that in order for there to be participation from the different taxing entities, there would need to be something desirable for them in the project area. Mr. Foster confirmed that there would need to be something mutually beneficial. Council Member Baier stated that Hideout wants to be a good neighbor. The kind of development that would be

targeted in the Richardson Flat annexation area would need to be thoughtful. The vision of all the different taxing entities would need to be considered.

Council Member Baier asked if it is necessary to have an agreement with every taxing entity. It was mentioned earlier that the terms will be variable, but she wanted to know there is variability by entity. She asked if the CRA only works if every taxing entity reaches an agreement with Hideout. Mr. Sant used Richardson Flat as an example and explained that the growth in assessed value could be the rationale for taxing entity participation. With CRAs, there needs to be an Interlocal Agreement negotiated with each of the taxing entities. Each agreement is a separate legal document, so each could have a different participation rate established. The list of the different taxing entities was further reviewed.

Mr. Sant explained that the taxing entities might view a CRA as a benefit because it is possible to have a voice and a seat at the table. Mr. Foster added that CRAs are a long-range tool. At the beginning of a CRA, the value of the land is not worth a lot, but after the CRA is created and the development is finalized, the land value will be much higher. If it is possible to show that both the agency and taxing entities will benefit from development in an area, then that is generally what incentivizes a CRA to move forward.

Mayor Severini mentioned Column D of the document. Mr. Sant reported that there will be a more specific budget created in the future. It will be possible to look at the actuals between a CRA and a MIDA scenario. This budget document assumes all taxing entities would participate at 70% for 20 years. Some taxing entities might have a policy where there is 15 years at 50%, so that could impact the overall numbers. The CRA could have a lengthier process than MIDA because there are negotiations that have to occur.

2. Presentation of the Government Data Privacy Act (GDPA) - *Presented by Spencer Foster, Mountainland Association of Governments.*

It was determined that Item 3 on the Town Council Meeting agenda will be heard before Item 2. Following the presentation from Wasatch Fire District Chief, Eric Hales, there was a presentation on the Government Data Privacy Act ("GDPA"). Mr. Foster reported that the GDPA was passed in 2024, and it is Utah Code 63A-19. This law was passed to standardize how the government handles personal data. This applies to all governmental entities and requires privacy program implementation by December 31, 2025. It is fairly simple to come into compliance in the current year, but in the future, there will be more requirements.

As for what compliance means for 2025, each governmental entity needs to complete a Privacy Program Report. Mr. Foster will send all of the information and templates to Staff. The report has to be completed by the end of this year. The report is not accessible via a GRAMA request. The only agency that can request the report from the governmental entity is the Office of Data Privacy. The list of GDPA requirements was shared. Mr. Foster explained that in the future, the town will need to appoint a Chief Administrative Officer and a Records Officer for the Privacy Program Report. He recommends moving forward with these appointments through a Resolution. Next year, there will be a privacy policy established and a data inventory. Additionally, there will need to be annual Staff training conducted.

Mr. Foster explained that a Chief Administrative Officer is someone who will oversee the privacy program and complete the Privacy Program Report. It is typically a role filled by the Mayor or a key member of Staff. The Records Officer will manage the public records and GRAMA requests. There must be annual training completed. Mr. Foster shared information about how to build a program foundation. He noted that this involves defining the scope, creating a privacy policy, and completing a maturity self-assessment. This is an ongoing effort, so the State does not expect cities to have a mature privacy program for the next few years. As long as the governmental entity is working to improve the program, there will be time allotted to do so. It is necessary to start taking action now, which means implementing basic practices:

- Only collect necessary data;
- Notify residents when collecting personal data;
- Don't share or sell data;
- Train Staff annually;
- Respond to correction or data access requests.

Throughout 2026, there will be a list or inventory created. This will look at what personal data the town processes, what systems store that data, and with whom it is shared. Mr. Foster shared the next steps:

- Watch State-wide Privacy Awareness Training Video;
- Assign a Chief Administrative Officer and Records Officer and adopt a Resolution;
- Review Privacy Program Report;
- Review and adopt a Privacy Program Policy;
- Start a data inventory; and
- Identify where personal data is being collected.

Council Member Baier asked for additional information about the law that was passed. Mr. Foster reported that it passed in the Legislative Session in 2024. It is Utah Code 63A-19-101 and there is additional information included in the presentation slides. Council Member Baier wanted to know why the town would do the bare minimum to start. It would make sense to implement this as quickly as possible. Mr. Foster explained that he has been advising smaller towns to handle the most important tasks first, because there is limited bandwidth as far as Staff resources. Mayor Severini stated that he will be in touch with Mr. Foster about this in the near future, because it is critical that there be a focus on privacy.

3. Update on Hideout Fire Station 56.

Chief Hales introduced himself to the Town Council. He explained that Council Member Gunn sits on the Fire Advisory Commission and asked that there be information shared about the proposed fire station. A few years back, there was a conceptual drawing shared. It looked at what could be done on the triangular parcel that the town owns off of SR-248. There has since been entry into an 80-year lease with the town and there have been discussions with the Utah Department of Transportation ("UDOT") about how to optimize the space. He stated that there can be a fire station located there as well as Public Works.

There has been work done with UDOT on an Access Agreement. Chief Hales reported that the documents that need to be presented to UDOT have been finalized, but the Signalization Plan is still needed. Since this will be a fire station, there needs to be signals that provide a warning when a vehicle comes out. He clarified that these lights will only be used in the event of an emergency. Chief Hales shared the Site Plan with the Council and pointed out the access locations. There is work being done with UDOT to move it down so the width can accommodate the fire station and still provide access to the future Public Works.

This station will be able to house two apparatus, which will most likely be a fire engine and an ambulance. The station can hold six people. Chief Hales explained that it might be a few years before there is a full staff in place, but there will be enough room for the station to grow. He reviewed the floor plan and pointed out the apparatus bay, dayroom, and workout room. Council Member Baier asked what metric is being used to determine the staff needed at the station. Chief Hales explained that it comes down to the call volume. Right now, the average is 30 calls a month in Hideout, which is approximately one per day. Some of the calls are related to fire alarms, and some are related to medical calls. The staff needed depends on the call volume in the corridor. It was noted that there is also mutual aid provided, as there are Mutual Aid Agreements with all of the neighboring jurisdictions. Chief Hales pointed out that the Deer Valley East Village development will impact the area. He shared additional information about staffing levels.

Chief Hales provided a rendering of the fire station. He clarified that there has not been a presentation made to the Planning Commission, so nothing has been finalized at this time. The intention is to maintain the mountain modern feel, so this will suit the community. UDOT does not want more than one access onto SR-248, but there is comfort in sharing the access with Public Works. There has been work done with an architect to make sure this is firewise as far as landscaping and the building construction. Chief Hales explained that the goal is for the fire station to be ready around this time next year. He acknowledged that this is an aggressive timeline, but there is a desire to move forward as quickly as possible.

Mayor Severini reported that there is a desire to get the Insurance Services Office ("ISO") rates down. He asked Chief Hales if he has submitted information to the ISO. Chair Hales stated that as soon as the temporary station was put in, there was outreach conducted, but it has not been recognized at this time. He thanked the Town Council for allowing him to share information about the proposed fire station.

4. Review of Town Code Section 1.10.060 – Council Member Briefings.

Ms. McLean shared information about Town Code Section 1.10.060. She explained that there was a suggestion made by Council Member Gunn to review this section of code. When briefings have taken place, the rest of the Council has been made aware. The briefings are done with two, so there is not a quorum of the Council present at one time. It is required that Staff provides the briefings within seven calendar days of the request, but there is no language related to a resolution. Mayor Severini asked if there have been issues delivering information in a timely manner. Ms. McLean reported that the first request received was fairly time-intensive,

and it occurred before a planned vacation. In that instance, she was unable to complete the briefings within the seven days, but this was explained to the Council. Staff is willing to provide whatever information is requested and attempts are made to do so in a timely manner.

Council Member Haselton asked how many Council Members have requested briefings and how much time it has taken Staff to respond. Ms. McLean reported that she received requests in April and May and that was more intensive. It has been fairly quiet since then. Council Member Baier noted that there was some pushback on the language previously, which is documented in the Meeting Minutes from April 10. The Meeting Minutes indicate that there were concerns about straining limited resources and creating operational inefficiencies if the request has to be fulfilled within seven days. There were no limits to Staff hours listed and there was no clear definition of what constitutes a briefing. The way it is written, there is the potential for abuse. To date, there have not been examples of abuse, but it is still necessary to consider that possibility. She believes there should be future refinements made to this section of code.

Mayor Severini stated that he has not seen much of a burden placed on Staff. Council Member Gunn reported that the prior administration was withholding critical and time-sensitive information. The amendment was created to allow members of the Council to receive confidential briefings in a manner consistent with the law. Ms. McLean explained that the reason this item was added to the current Town Council Meeting agenda was due to some confusion from the public about whether a resolution was required within seven days. She noted that the section of code is available to read on the website. Mayor Severini noted that he cannot find any evidence of undue strain on the Staff or consultants at this time.

5. Public Hearing: Discussion and Possible Recommendation Regarding an Amendment of the Official Town of Hideout Zoning Map to Rezone Parcel 00-0020-8164 (Wildhorse Development) from the Mountain (M) Zone to Neighborhood Mixed Use (NMU). This Proposed Development is Located on the Northern Side of SR-248, between the Woolf Property and the Klaim Subdivision.

Mayor Severini reported that this agenda item is related to a rezone request. The applicant, Tim Schoen, introduced himself to the Council and explained that the land was purchased 20 years ago. There is an opportunity to create a brand. He clarified that there is an intention to live there and manage the development. Mr. Schoen shared a number of presentation slides with the Town Council. Jerry Crylen shared additional information about the plan. This has been a labor of love, and something has been envisioned for the last 20 years. He highlighted some of the objectives for the development:

- Transform and enrich the fabric of Hideout;
- Respond to resident desire for service amenities;
- Meaningfully increase town revenue generation; and
- Align with the Hideout General Plan.

Information about the General Plan vision was shared. Mr. Crylen reported that the General Plan has three primary goals, including preserving outstanding views, cultivating an inviting neighborhood atmosphere, and building a connected community. He believes the proposal meets all of those goals and noted that there will be compliance with the dark sky provisions. A presentation slide related to the development phasing was shared. On the site, there are three phases shown: Phase I (2026), Phase II (2027), and Phase III (2028.) In the Master Development Agreement ("MDA"), there is a request for a Public Infrastructure District ("PID") for financing a portion of the infrastructure. Mr. Crylen explained that Phase II is envisioned as a commercial retail space, and it will take advantage of the views.

Images were provided that represent the style of the homes. Mr. Crylen clarified that the designs are not finalized at this time, and there will be variations in the single-family homes. The villas will have a continuity in design. He added that there will be compliance with the height and open space requirements throughout the project. There was a concern shared by the Planning Commission about the positioning of the villas. He reported that the villas will be less than 3,000 square feet. The plan currently shows a 15-foot setback, but it was requested that this be pushed back further to 20 feet, for which there was agreement to do. He pointed out the table on the presentation slide and discussed the blue lines shown. What is proposed addresses the safety concerns. The red circles depict a 26-foot radius, which would allow residents to make a three-point turn in order to exit the site. This also addresses questions related to safety.

The Wildhorse Village information was shared. There will be two levels, ADA compliance, and an elevator inside. There are 48 parking spaces proposed to address the traffic needs. Mr. Schoen stated that Wildhorse Village is about creating a place where neighbors connect, families gather, and Hideout shines as a community. There is proposed to be an artisan café and bakery, a signature restaurant, and a gourmet market and deli. He noted that there will be negotiations needed for the actual tenants, but the tenants selected need to match the strategic direction. It is important to be mindful when it comes to branding.

Mr. Crylen shared information about capital investment. The infrastructure is $5,330,900 and commercial is $9,720,000, which results in a total of $15,050,900. The economic/revenue information was reviewed next. The numbers shown are supported by Mr. Sant. There was work done for over a year to refine the numbers. On average, over a 20-year period of time, the annual revenue is projected to be $188,414. Mr. Sant stated that the sales tax number shown is a conservative estimate. There was discussion about the assumptions used for the retail sales tax number and what kind of restaurant is envisioned.

Mr. Crylen reported that there is a strong team in place, which includes Otto Walker Architects, Stantec, Columbia Capital Municipal Advisors, Mulholland Development Solutions, and AGEC. Council Member Gunn stated that in the MDA, there should be a condition that ensures the emergency easement is locked down. In addition, he would like the MDA to state that there will not be any combustible materials within five feet of any structure. He would also like to see the precise amounts of water that will be brought in for culinary and irrigation included in the MDA. Council Member Gunn asked who would maintain the trails. He noted that 3.13.4.1 has language that conflicts with 1.15.3. He understands there is an issue in Section 4.1 and asked about the resolutions that will be proposed. Mr. Crylen shared comments about the

commercial timeline. He explained that the intention is to move forward with the timeline that is in the MDA currently. Some language was added that gave them pause, because it tied the completion of the commercial building to the issuance of the Certificates of Occupancy for the residential. In his view, these are separate, so there needs to be some additional clarity provided in the document.

Town Planner, Thomas Eddington, presented the Staff Report and explained that at the September 18, 2025, Planning Commission Meeting, there was a positive recommendation for the MDA by a vote of 3-to-2. There was a positive recommendation for the rezone by a vote of 4-to-1. He noted that there were some Planning Commission concerns about the MDA, which was the reason for the 3-to-2 vote that occurred. Mr. Eddington reported that the site is 15.12 acres and is situated between the Woolf property and the Klaim Subdivision. It is a steep terrain with steep slopes. The proposal is for seven single-family dwelling units, five villas, and a commercial building. It is currently zoned Mountain, which is a residential designation that allows one unit per one acre. The steep slopes over 30% will be deducted from that total in terms of density. There are a number of acres that are over 30%. The applicant is proposing to cluster the development pursuant to the Cluster Ordinance, which will be wrapped into the MDA.

The only area proposed for a rezone is the commercial area, which is 1.3 acres. Mr. Eddington explained that just that area would be proposed to move from Mountain, which is a residential designation, to Neighborhood Mixed Use to allow for the commercial development. He reported that rezoning is discretionary and must align with the General Plan. The applicant mentioned earlier that the General Plan is met, and the Planning Commission agreed with that statement. There was a recommendation at the Planning Commission Meeting on September 18, 2025, to include a trail connection. It was noted that there are discussion items in the Staff Report, but many of these items have already been considered.

The Planning Commission discussed the emergency egress through the Klaim development. There is an easement needed and it is a requirement for the commercial development. It was noted that the easement has not been signed at this time, but it has been given to the Klaim developer for review. The applicant explained that there will be a meeting with the developer next week, so that process is underway.

Mr. Eddington mentioned the code exceptions that were incorporated into the MDA. Many of the lots will be built on slopes that exceed 30%, ranging from 30% to 36%. This was one of the tradeoffs and is noted as an exception. The reduced lot sizes are also incorporated, as well as reduced minimum setbacks for the single-family estate lots. Those are 15 feet for the front yard, 20 feet for the rear, and 15 feet for each side yard. While the setbacks were significantly reduced, the lot sizes were also reduced. For the villa properties, the front yard was reduced to 20 feet, the rear yards to 20 feet, and the side yards to 10 feet. There was discussion about driveways and the information included in the Meeting Materials Packet.

Mr. Eddington shared additional information about the exceptions. He reported that there are ones related to retaining walls due to the steep slope terrain. Retaining walls are a maximum of 10 feet pursuant to the Town Code, but the exceptions requested were for up to 12 feet in

height for the residential areas and up to 23 feet in height for the area of the access road. The Council discussed retaining walls in other areas of the town and it was confirmed that there is some precedent for a higher retaining wall height. It was noted that there was a request made for short-term rentals in the villas, not the single-family dwellings.

The Planning Commission favorably recommended the project with several conditions:

- No more than two access points for the villas;
- The utility pole on Lot 12 shall be removed and placed underground;
- Snow removal will be the responsibility of the Homeowners Association ("HOA") created for the Wildhorse development;
- A trail will be constructed through the open space to connect to the Klaim trail network (exact location to be determined); and
- Conditions of Approval listed in the Planning and Engineering Staff Reports.

A question was asked about the rationale for the condition related to access points. Mr. Eddington explained that the Planning Commission had some safety concerns and there was more comfort with no more than two access points. The initial Concept Plan showed a turnaround for emergency vehicles.

Town Engineer, Dennis Pay, reviewed the Engineering recommendations in the Meeting Materials Packet:

- A Slope Map is part of the package, but is not included. The applicant's engineer-of-record shall seal (stamp, date, sign) the Slope Map, because it is a final document on which decisions will be made;
- All streets meet current town standards;
- The building setback on the west side of Woolf Road shall be 20 feet;
- As noted on the Concept Plan, public access and snow storage easements shall be included with the pertinent public utility easements;
- A jersey barrier, or an equivalent pedestrian safety barrier, shall be used on the west side of the street going up the hill. It can be removed temporarily for public utility maintenance and can serve as a pedestrian refuge. Barrier height shall be designed to comply with the Building Code;
- Resolve the boundary discrepancy with KLAIM in the vicinity of the retaining wall at the entrance to Klaim;
- Remove the power line through Lot 12 and install a power pole on the Woolf property at the end of Woolf Road;
- Obtain a permit from UDOT to discharge stormwater into their right-of-way:
    - Connect storm drain system to the orange line in the photo above. The connection from the UDOT culvert to the orange pipe must be designed pursuant to town standards;
    - Evaluate the orange pipe, for the Town Engineer's review, to ensure that connections, sizes, materials, and slopes meet engineering standards;
    - Make necessary improvements based on the Town Engineer's feedback.
- Add these to the Conceptual Plans:

- The feasibility of lots is unknown where storm drainage detention and retention are employed. Lot feasibility will be determined at final design;
- Fire hydrant spacing shall be determined by Wasatch Fire District at final design;
- Where public storm water drains onto private property, an easement shall be granted to the town, establishing that the private property owner accepts the drainage as theirs and releases and indemnifies the town from any potential liability associated with it; and
- Town Code 10.08.18D – "The Town Engineer shall determine the most appropriate engineering system and materials for retaining walls located within public-right-of-way and those located outside public-right-of-way that support a public road."

Those items were incorporated into the Planning Commission recommendation. Mr. Pay offered to answer Council Member questions about the information shared. A question raised about how possible it is to work through these items. Mr. Pay explained that these are all items that can be worked through. Mr. Eddington shared comments about the jersey barrier. Council Members wanted to better understand why this is needed and what it might look like. Discussions were had about the design. Mr. Pay mentioned Item 9D from the report, which has language from the Town Code. The language does not directly address tiers, but as far as materials and construction, the Town Engineer has discretion.

Nate Mitchell introduced himself as Legal Counsel for the applicant and read the following language: "Final approval for the layout shall be submitted for Preliminary and Final Subdivision review pursuant to the process governed by the HMC." There is also language that states: "Applications for approval for the Project shall be subject to the requirements of the HMC, except as otherwise expressly provided in this Agreement." Section 3.11 specifically addresses the road requirement and states: "Compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted, except as otherwise specifically identified in this Agreement, without an amendment to this document." It is the intention of the applicant to comply with the engineering standards. There has been a discussion about vesting with Ms. McLean and she insisted that some of the vesting language in the code not be included. She wanted the engineering standards to be repeatedly referenced throughout the MDA document.

Mr. Schoen reported that from a brand standpoint, the intention is to ensure that all of the materials are at the higher end aesthetically. There will continue to be collaboration throughout this process. Mayor Severini pointed out that there is a second portion to this discussion, which is related to the MDA. Ms. McLean shared additional comments about the rezone. What is interesting about this application is that all that is being rezoned is the commercial area. The remainder will stay under the Mountain Zone designation. There is an entitlement to cluster under the code, but it is unlikely that the roads and some of the other elements would be possible without the MDA. Mr. Mitchell asked to share comments about the rezone. Mayor Severini noted that there is still a public hearing that needs to take place. Council Members asked to hear comments from Mr. Mitchell before public input is received on the rezone or the MDA.

Mr. Mitchell referenced the document on Page 114 of the Meeting Materials Packet. He expressed concerns about the language in Section 3(b). It states: "The Phasing Plan in the Development Agreement must be adhered to and if the commercial is not completed by December 31, 2027, the zoning designation shall revert to MR." There is a desire to follow the Phasing Plan that has been outlined, but the inclusion of this specific date is concerning. The MDA itself has some default language and dispute resolution provisions. The concern here is that there could be work done, and then the zoning designation could revert back due to the date listed. He would like there to be a longer cure period in case there are issues. In addition, it would be beneficial for there to be language that further defines what constitutes completion.

Mr. Crylen pointed out that if there is a provision that the zoning could revert, this will make it difficult to procure a tenant. Ms. McLean explained that the reason all of these exceptions have been allowed is because of the commercial use that is being added to the community. The idea is to make sure that the commercial use is added. The town does not want to be left with more residential and not the commercial component that was promised. There is a desire to work with the applicant, but it is important to make sure the commercial is completed. There was discussion about the language. Mayor Severini wondered how all parties involved could reach an agreement about the completion date, as there are assurances needed.

Mayor Severini opened the floor for public input at 8:38 p.m.

Ted Pearlstein reported that he recently purchased a home in Hideout. He commended the Town Council for their thoughtfulness and commitment. Mr. Pearlstein shared information about his recent purchase. The proposal being discussed was one of the reasons he selected the location he did. He likes the idea of being able to walk with his family members to the commercial development. Having that commercial use in the community could incentivize others who are looking to purchase property as well.

Ingram Cook understood the desire to add more commercial uses to the community. He believed commercial was being looked into at Richardson Flat as well. Mayor Severini confirmed that there is a proposal and an existing MDA. Mr. Cook wanted to know if the current applicant took the other commercial uses into consideration when the numbers were determined. He also asked if the focus will be on full-time residents or part-time residents. It was reported that the homes will have full-time residents.

Mr. Cook wanted to know how the town will support having commercial in multiple locations. He wants whatever commercial use is added to be successful. Council Member Gunn mentioned the Lakehouse restaurant near the Deer Creek Reservoir, which is always packed. There is not a lot of residential in that area, but the restaurant is successful. He believes the demand exists and the commercial will be a benefit.

Mayor Severini explained that decisions are made based on the best information available. He noted that there are homes coming into the area, so the density will increase over time. Mr. Cook pointed out that it is important to consider how many people will be in the area year-round. Mayor Severini reported that approximately 45% of residents are full-time and 55% are part-time. He shared information about the homes that are being built in the community and in

the surrounding area. Mr. Cook reiterated that the whole area needs to be taken into consideration when it comes to the assumed numbers.

Mayor Severini asked the applicant to share information about how this will be marketed. Mr. Crylen explained that the intention is to work closely with the town. Approximately one year ago, there was an interview with three different groups who are experts in retail in the valley. There was data brought in that looked at what would work best in this location. These groups have been doing this work for a long time, know the area, and are interested in ensuring there is the right mix of commercial uses. Mayor Severini acknowledged that there could be competition from other entities, so it is important that the commercial uses are able to co-exist and thrive. Mr. Schoen stressed the importance of diverse uses. There is a desire to have the right mix so these commercial uses make sense and are complementary.

William Woolf explained that this is a project that he has had mixed emotions about. It is difficult when development happens near your property, but he understands that Mr. Schoen has a goal to develop. He is not one to stand in the way of development and is not opposed to what is proposed. He wants to be a good neighbor. Mr. Woolf stated that, based on development in the surrounding areas, the restaurant will attract more high-end clientele. This is a special location, and he believes it will be attractive to a lot of people. Mr. Woolf expressed concerns about potentially renaming the road and the removal of a power pole. His All West Communications is on the pole, and he does not want to lose internet access. Mr. Schoen explained that there is a requirement to remove the pole. He offered to work with Mr. Woolf to address some of his concerns. Mr. Woolf reiterated his desire to maintain the All-West connection.

Brian Cooper stated that he is in favor of the project. He echoed the importance of collaboration and cooperation with all of the near-term commercial uses. There will be a five-star hotel built nearby at some point. Since it is in close proximity, it would make sense for the developers to work together. It would be nice if there were a committee that looked at coordination so all of the uses are complementary to one another. Mayor Severini noted that the Economic Development Committee could discuss this.

Council Member Gunn commented that there are still a lot of items that need to be finalized. He asked about the timeline. Ms. McLean reported that there was information added to the bottom of the Staff Report. It explains that the Town Council can approve the MDA and Rezone, approve them with conditions, deny them, or continue the matter to a date no later than October 16, 2025, unless the developer stipulates to a later date. The code states that if an application is denied, it is not possible to reapply for one year. Council Member Gunn asked for applicant feedback about the preferred Town Council action.

Mr. Mitchell stated that a lot of work has been done on the MDA to find a middle ground. Mr. Schoen would like to see this move forward, but if another two weeks is needed, he understands that. He advocated for a vote at the current meeting with conditions that must be met. It was noted that the motion language could state: "…subject to all of the conditions discussed during the Town Council Meeting." Ms. McLean wants to honor the applicant timeline, but from a legal standpoint, the town is protected more if there is a final document. Council Member Gunn

suggested an additional two weeks so all of the details can be finalized. It was noted that the next Town Council Meeting is scheduled for November 13, 2025.

Council Member Haselton requested information about what would happen in the event of a denial. Ms. McLean explained that if someone submits a land use application that is denied, unless there is a material factual mistake, the application cannot be resubmitted for one year. Council Member Baier stated that in order to ensure there is a thoughtful and careful review, additional time is needed. She is unable to vote on the MDA or Rezone at this meeting because she has not had enough time to review the materials.

Council Member Gunn asked if it is possible to waive the current deadline and continue this to the next regularly scheduled Town Council Meeting. Before the next meeting, there will be work done to address the remaining issues. There was applicant support for this approach. Council Member Baier stated that the materials need to be provided to the Town Council no later than three days before the next meeting.

Mr. Mitchell reported that over the next two weeks, there will be work done on a final MDA. If there is anything that is not agreed to in the language, that can be addressed in the next two weeks. That will give Staff time to prepare the Meeting Materials Packet and distribute the information to the Town Council.

Ms. McLean mentioned the recommendations from the Planning Commission. She noted that if there is agreement with those recommendations, it will require some re-engineering. Mr. Eddington confirmed this and explained that it would primarily impact the villa lots. Mr. Mitchell stated it is 99% engineered at this point. There has been a lot of compromise made in order to work with the town. Redesigning the engineering to have two access points instead of five access points makes this project not financially feasible. If there were an MDA that required only two access points, it would be difficult to agree to execute that. Mr. Mitchell explained that there is a desire to be responsive to the input of the Planning Commission, but he does not believe they are in a position to redo the engineering at this stage. He respectfully requested that the Town Council not impose this condition on the Planning Commission. Mr. Crylen explained that limiting it to two ingress/egress points and requiring an additional road to serve the villas would result in an additional cost of $3.5 million, which is why it is not feasible to pursue.

Mr. Mitchell asked for guidance on some outstanding issues. He reported that there is an easement issue and work is being done to resolve that. It is proposed that the MDA mention the issuance of a Building Permit. There is also a recommended condition related to Klaim and a retaining wall issue. He believes that is a private issue between neighbors, because there is a portion of their retaining wall that enters the property. There does not necessarily need to be a Condition of Approval that this be addressed. A lot of the other conditions in the engineering report have already been addressed, and some may be unnecessary, because they are addressed elsewhere in the MDA. He is confident that all items can be worked through. Mr. Mitchell next asked for guidance and clarity about the language related to completion.

The public input portion of the meeting was closed at 9:16 p.m.

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Mayor Severini noted that the item can be continued to the next Town Council Meeting, with a provision that there will be work done with Staff. Ahead of the next meeting, there can be additional clarification about what "completion" means in this instance. The information must be shared with Council Members at least three days before the next scheduled meeting in order to allow time to review all materials.

6. Public Hearing: Discuss and Possibly Make a Recommendation to Town Council Regarding a Master Development Agreement (MDA) for the Wildhorse Development.

Ms. McLean pointed out that the Town Council has discussed both the MDA and Rezone applications. She suggested that there be a separate public input session conducted for the MDA application.

Mayor Severini opened the floor for public input at 9:16 p.m. There were no comments. The public input portion of the meeting was closed at 9:17 p.m.

Mayor Severini noted that the Town Council can make a motion to continue both applications to a date certain, which is the November 13, 2025, Town Council Meeting. This has been agreed to by all parties.

Motion: Council Member Gunn moved to CONTINUE the MDA and Rezone to the next regularly scheduled Town Council Meeting, which is November 13, 2025, to afford time for the parties to work out the details discussed during the Town Council Meeting. By agreement of all parties, it will be continued to the next meeting. Council Member Haselton seconded the motion. Voting Yes: Council Member Nadelberg, Council Member Cronin, Council Member Baier, Council Member Haselton, Council Member Gunn. There were none opposed. The motion carried 5-0.

The Town Council took a short break from 9:19 p.m. to 9:26 p.m.

7. Public Hearing: Discussion and Possible Approval of an Amendment of the Official Town of Hideout Zoning Map to Rezone Parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 (the "Elkhorn Springs" Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP) – *Presented by Thomas Eddington, Town Planner*.

Mr. Eddington presented the Staff Report and explained that the Town Council initially heard about this project on August 14, 2025, and there was a subsequent meeting on September 11, 2025. During the last discussion, there was a request for additional information from the applicant. He reported that this is a complete rezone of the existing Mountain Zone to a series of residential zones, as well as some Neighborhood Mixed Use commercial. Mr. Eddington shared a section of the Meeting Materials Packet titled, "Specific Issues Requiring Town Council Input or Direction." The first item has to do with the parking lot proposed for the pickleball building. It is an off-street

parking lot, which is in conformance with the Town Code. However, there was some discussion about whether angled parking might better serve the site. Based on a discussion with the Town Engineer, there would need to be an exception made to the town standards.

The second item on the list has to do with a recommendation to remove the stairs connecting the neighborhood. After the site visit, it was determined that this can work, so the applicant is able to reincorporate the previously proposed stairways to provide better connectivity throughout the site. The third item has to do with nightly and short-term rentals. Mr. Eddington stated that the Town Council did not support nightly rentals in the project without additional mitigation measures. He asked for additional direction. At this time, language related to nightly rentals has been removed from the MDA document.

The next item has to do with side yard setback reductions for applicable lots. Mr. Eddington asked if the Town Council is comfortable with reduced side yard setbacks of 10 feet. For most of the units in the development, there would be 10 feet that could be landscaped. He explained that there is a need to maintain the Wildland Urban Interface ("WUI") standards. Item E in the document notes that a couple of lots were moved back from the pond to better protect the area. These changes have been made to the documents.

Council Member Haselton asked whether there are three lots shown on the plan. It was clarified that now there are two shown. One house was removed in the location shown, and one was removed elsewhere. The Variance Map was shared with the Town Council. It states that the total townhomes are 66, the total stacked flats are 24, the total single-family homes are 145, and the commercial is one. Changes have been made, and those numbers are not accurate, as there are 230 lots in total. There was another house next to the pond, but that was removed, because it was too close. Additional discussions were had about the pond area.

Mr. Eddington shared the last item on the "Specific Issues Requiring Town Council Input or Direction" list. Early on, there was a discussion about money and services for the Spine Trail, which is the trail along SR-248. During the Planning Commission process, there was some conversation about who would handle the work. There was a quote received for approximately $950,000 for the survey work as well as the design and engineering work. Throughout this process, there have been different interpretations about what the money would be used for. Staff believed it was for the full set of drawings, including survey, design, and engineering. The Planning Commission thought it was important to have that money to execute the priority listed in the General Plan under the element related to parks, trails, and open space. Neighborhood connectivity is important to residents. In 2023, a Trails Division was implemented as part of UDOT. Last year, the idea was that UDOT would start promoting trail systems within the UDOT right-of-way. There was $95 million designated for 60 miles of trails. There were 13 projects chosen for 2025. It was clarified that money is only given out to construction-ready projects. He offered to answer Council Member questions.

Council Member Gunn expressed support for angled parking, adding the stairs back in, removing nightly rentals, and moving the house near the pond. As for the trail, there is no positive indication from UDOT or others that there would be a willingness to assist with the additional funds. 1.11.4.1 talks about the cash payments, and Section D refers to a cash payment for the purposes of the trail.

He would like to add language to the end of that section to state: "…or any other use the Town Council may lawfully choose." He does not think the two projects necessarily need to be tied together. Mr. Eddington clarified that the UDOT comments were only related to the Spine Trail. Other Council Members were asked to share comments.

Council Member Haselton read the Planning Commission notes, and there were many Commissioners who felt the money should be used for a community center. She would like some of that money to be used for a community center as well. She agreed with the language proposed by Council Member Gunn. Council Member Baier wanted some of the money earmarked for the Spine Trail. She pointed out that this is a regional asset and will increase connectivity. There should be a focus on the Hideout portion.

Mayor Severini looked at the distance between Richardson Flat and Golden Eagle Road, which is 3.7 miles. He asked if the town is looking at 3.7 miles or more than that. He wanted to understand what the $58,000 will cover. The applicant, Nate Brockbank, stated that this was the price received for the topography and basic design. Additional discussions were had about the trail. Mr. Brockbank explained that the $58,000 and the cost of the sign will come out of his own pocket. The attorney for the applicant, Eric Davenport, stated that he added the words: "…or such other lawful purpose the Town Council may decide." Council Member Gunn agreed to that language. He noted that the money needs to be able to move to another project if the trail cannot move forward in some manner. While he loves the idea, if one of the partners says no, then the town needs to be able to pivot. Ms. McLean reported that the Meeting Minutes from the July 17, 2025, Planning Commission Meeting were sent to Council Members. There was a positive recommendation with certain conditions outlined. She read the condition language from that meeting for those present:

- The survey and design for the Spine Trail and the town entrance sign would be included as contributions from the applicant;
- The funds derived from the Community Impact Mitigation fees be utilized for a community center, relocation of the Public Works Building and/or creation of commercial development elsewhere in the town;
- Nightly Rentals be limited to the Neighborhood Mixed Use and Residential 20 Zones of the development;
- The developer will have five years to develop the commercial area, otherwise that property will revert ownership to the town, and the developer will have a Conditional Use Permit for the approved types of neighborhood mixed used retail businesses to be detailed in the MDA;
- The payment schedule in the MDA will be corrected to list $1.5 million for each of the two payments;
- The Town Council will consider the potential risks of private roads; and
- Other red-lined items from the draft MDA will be finalized with the applicant.

Ms. McLean reported that the motion carried at the Planning Commission level. Mr. Brockbank explained that those issues have been addressed in the MDA. Ms. McLean noted that there is a discrepancy between $950,000 and $58,000. The $950,000 was the estimate received, but

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ultimately, the Town Council determines what needs to be done. Council Members thought the Planning Commission recommendations were well thought out and comprehensive. The Town Engineer was asked to share comments on the engineering. Mr. Pay reported that the 12% grade on the secondary access road should be approved by the Wasatch Fire District. The grade for the maintenance access road should be 15% maximum. The developer shall provide a typical section for the layout of the Public Utility Easement ("PUE"), trail, and utility locations. He noted that a four-foot walkway does not meet town standards, because sidewalks are typically 5 feet. On the drawings, some of the roads are called private roads, but those are actually private driveways, so that term needs to be incorporated. He reviewed some of the items that need to be addressed within the exhibits.

The engineer for the applicant, Paul Watson, reported that there is agreement with the comments made by Mr. Pay. Mr. Eddington shared some clarifying information with those present. He reported that what was referred to by the Town Engineer was a proposal for decomposed granite, because it fits into the landscape. 5 feet would meet the width requirement, but it would still be an exception because there is no concrete sidewalk proposed. At the last meeting, there was support for that material because it fit the character. If there was a desire to have a five-foot-wide decomposed granite walkway adjacent to the roads, that could be done, but the PUE would have to be reduced from six feet to five feet. There was Council Member support for the slight reduction of the PUE. Council Member Baier wanted to better understand the PUE and the trails. Mr. Eddington clarified that the PUE is on the inside of the trail, so the five-foot PUE would not negatively impact the trail. There could be a gas line in the buffer area between the curb of the road and the start of the trail. It was noted that, as far as utilities, the decomposed granite is easier than a concrete sidewalk.

Council Member Haselton asked how to get off of SR-248 into the development without a turn lane. Mayor Severini reported that he spoke to UDOT this week about the issue. Both of the engineers stated that they didn't feel the sight lines were adequate, especially with the speed and the hills. He asked them for a brief report that summarized their comments, but it was not received ahead of the Town Council Meeting. Mayor Severini provided a summary of the conversation. The speeds would be too high, and the line of sight would not be enough. In addition, the view would further deteriorate at night. There was a solution proposed, and Mayor Severini offered an alternative. A safer alternative would be to implement a "jug handle" design. While there was agreement that this could work, it was noted that the applicant would need to pay for this.

Mr. Brockbank agreed to look into the jug handle design that has been proposed by Mayor Severini. There were additional discussions about the speed limit in the area. Mayor Severini noted that UDOT has not considered lowering the speeds at this time. Mr. Brockbank explained that access is one of the concerns. There have been several meetings with UDOT so far. He thanked the Mayor for speaking to UDOT about this as well. Council Member Gunn asked about a left-turn arrow so the oncoming traffic would be stopped. Mr. Pay stated that the meeting the Mayor had with UDOT was successful. He asked Mr. Brockbank to let him know when he reaches out to UDOT next, because it would be beneficial to meet with them together.

Mayor Severini opened the floor for public input at 10:19 p.m.

Ingram Cook asked if a request had been made to slow down the speed to 55 miles per hour. That corridor is known for the high volume of animals that are killed. It makes sense to slow the speed limit there. Mayor Severini reported that there was a discussion about how to slow down the traffic coming into Ross Creek. During the discussion, there were suggestions about reducing speeds, speed signs, digital signs, road widening, and a traffic light at the intersection of Shoreline and Deer Mountain Boulevard. Those would need to be adjusted in order to adjoin. He explained that UDOT prioritizes four-way intersections. The area was walked and multiple options were considered. The engineers will now look at two different options, one of which is to potentially have the right exit lane widened. This information does not directly address the current application, but there can be additional details shared in the future. Mr. Cook stated that he is still unclear why UDOT would not change the speed limit from 65 miles per hour to 55 miles per hour, as this has already been done on both ends of the road. It is a simple change that could be made.

The public input portion of the meeting was closed at 9:26 p.m.

Ms. McLean suggested that the Town Council discuss both the Rezone and MDA before making a motion.

8. Public Hearing: Discussion and Possible Approval of a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include Nightly Rentals in Zoning Districts that do not Currently Allow for Nightly Rentals, and Variations to Requirements for Slopes, Cut and Fill, Retaining Wall Height, and Road Grade – *Presented by Thomas Eddington, Town Planner*.

Ms. McLean reported that changes to the MDA were received on Monday afternoon. Some comments were then returned. She acknowledged the frustrations that have been expressed by the Council about the lateness of the materials. Additionally, she noted that there are still terms that have not been finalized. She is concerned about how the terms in the MDA will be worked out. Mr. Davenport explained that after the last meeting, there was a revised MDA sent out. This is not a situation where something was sent to the town at the last minute. There were requests received from Staff to make revisions, and those were done as quickly as possible. He has felt that the target has continued to move, because there have been changes made to the language that was already supported. Yesterday, he received a lot of red lines from Ms. McLean, and he did his best to review them. In his mind, there are really only a few issues, one of which has to do with shortened deadlines. As an example, in the prior MDA, there was 15 years to build out the development. In the most recent revisions that were sent to them, this was shifted to 10 years.

Ms. McLean stated that she received a version from Mr. Davenport on September 10, 2025, which was really from August 22, 2025. This is what was seen at the Town Council Meeting in September. It did not include a lot of items. The final version was received on October 1, 2025. That was eight days ago, and there was work done as quickly as possible. She noted that there is a termination clause that is not typical, so she needed time to review that language. There was a previous discussion about the desire for firm deadlines so the project moves

forward, but that seemed to be lacking. Discussions were had about the dates and deadlines. Mr. Brockbank shared comments about the termination clause. He clarified that there has not been a situation where a development agreement has been cancelled, but there is an agreement with Bob Martino to build the rock road. The clause is there in case there is an issue with the cost of that work. He reiterated that there is no plan to back out of what has been proposed.

Mr. Brockbank stated that Staff has been wonderful to work with, and he praised Ms. McLean and Mr. Eddington. He shared comments about the deadlines for the phases. It is not possible to build in the winter, so if there is a house is sold in October, it is not possible to start that house until March. It then takes a year to build. He does not want more specific timeframes to be included in the language for that reason. The intention is to have the MDA reference 15 years for the eight total phases of the development. He is not certain that a 10-year deadline could be met, and he does not want to sign something if he is unsure that the deadline is possible. Council Members believed more time was needed on the MDA. Council Member Haselton asked if it would be possible to hold a Special Meeting of the Town Council next week.

Ms. McLean reported that in August and September, there were a lot of questions from the Council. That version of the MDA was not workable. She understands that a lot has been done, but it is her responsibility to work with Staff and listen to Council Member concerns. This is a large project with 230 units on 115 acres, so the Town Council wants to make sure everything is done correctly. There was discussion about the timeline. Mr. Brockbank asked for the rationale behind the shift from 15 years to 10 years and reiterated that there is uncertainty about being able to meet that timeline. If the market remains strong, then it might be done in 10 years, but if there are changes in circumstances, then it might not happen.

Council Member Gunn asked if this is the point where the seller will not give them more time, which was confirmed. He asked about a contingency clause that states certain issues must be resolved within a specific amount of time, or the approval will be withdrawn. He asked if that would satisfy the seller, which was confirmed. Ms. McLean explained that she looks at what could be built as a matter of right. It is 115 acres with some steep areas. This would result in a total of 80 units. Council Member Gunn reiterated his suggestion to approve the applications with a contingency clause in place so the seller does not pull out. Mr. Eddington stated that this could work. Ms. McLean explained that the Town Council is the Legislative Body and ultimately makes the decision, but there are still some items that need to be finalized.

Council Member Gunn pointed out that the termination clause could be limited to a situation where the road costs more than a certain amount. There could be some specificity included. Council Member Gunn stated that there is a timing issue because more time is needed to finalize some of the details. Mr. Brockbank does not believe there are a lot of outstanding issues and feels confident that those can be worked through. He suggested the deadline language reference 10 years with a five-year extension.

Ms. McLean mentioned some of the variance requests and noted that there could be more discussion about those. The Council considered some of the outstanding issues and whether or not those can be resolved in a timely manner. Council Member Gunn asked if it would be possible to have sessions with two Council Members at a time. Ms. McLean was not supportive

of this approach. Mr. Brockbank shared comments about the Variance List shown. He noted that the list is included on the map and on a spreadsheet.

It was noted that the contract ends on the first of next month, and no more extensions will be granted. Council Member Baier suggested that the Town Council hold a Special Meeting next week. There were discussions about a potential date for a meeting. Ms. McLean reported that she is out of town next week and she has other obligations that cannot be changed. Council Members tried to determine a feasible date.

Mayor Severini believed a vote on this item requires all Council Members present, as it is critical to the town. He is concerned it will not be possible to select a date for a Special Meeting, because Ms. McLean is not available and the applicant is traveling. Council Member Gunn asked if there could be a condition that states if the issues are not worked out to the satisfaction of all parties by a certain date, the approval would be withdrawn. Ms. McLean stated that she is nervous about that kind of agreement. She asked if the Council is comfortable moving forward now based on what has been presented and the condition proposed by Council Member Gunn. Mayor Severini expressed concerns about this approach.

Council Member Haselton wanted to see some sort of resolution. She stated that Mr. Brockbank has always been easy to work with, but she also respects the concerns expressed by Ms. McLean. It was suggested that there be a Zoom meeting on October 20, 21, or 22, 2025. Details could be worked out as much as possible prior to that meeting, and then there could be a Zoom meeting held. Mr. Brockbank stated that as long as it took place before November 1, 2025, then it would work with the timeline. Council Member Baier explained that there is a process to determine whether a date and time can be determined to meet. She suggested that a poll be sent out to Council Members. A date can be selected based on availability. It is possible to state right now that there is an intention to meet before November 1, 2025, and the date will be set based on the results of the poll that is distributed. Ms. McLean shared her availability with the Council. Mayor Severini asked if the applicant can reach out to the seller about an extension. It was reiterated that there cannot be another extension granted. Mr. Brockbank stated that it is possible to work out the remaining issues, as the plan has not changed much throughout the process.

Council Member Nadelberg agreed with the comments shared by Council Member Gunn. This is the third time there has been an attempt at a real estate deal on the Salzman property. All three times, the seller has put time constraints on the deal. He does not understand why the seller feels the need to back everyone into a corner. Mr. Brockbank reported that it took almost a year to move past the Planning Commission phase, so he understands the seller's concerns. Several Council Members expressed support for holding another meeting before November 1, 2025. Ms. McLean reported that there needs to be public input. It was noted that Council Member JD Cronin is no longer responsive on the call.

Mayor Severini opened the floor for public input at 11:11 p.m.

Ingram Cook wanted to understand why the applicant was being asked to interrupt his vacation to accommodate the Town Council, but there is not the same level of flexibility being shown in

return. It makes sense to release a poll and find a date that works for as many members of the Council as possible. It is important to him that this community is represented and that there be work done with Mr. Brockbank.

The public input portion of the meeting was closed at 11:15 p.m.

Council Member Baier made a motion to continue the MDA and Rezone to a date before November 1, 2025. It was noted that the meeting date will be determined by a poll. The motion was seconded by Council Member Gunn. There was discussion about the motion and the correct process. Council Member Nadelberg asked about the previous suggestion from Council Member Gunn to move forward with approval during the current Town Council Meeting, with a clear condition. Council Member Gunn believed both options would result in the same outcome. A formal vote was taken on the motion.

Motion: Council Member Baier moved to CONTINUE the MDA and Rezone to a date uncertain, but after October 21, 2025, and before November 1, 2025. The meeting date will be determined by poll and will be set within the next week. Council Member Gunn seconded the motion. Voting Yes: Council Member Nadelberg, Council Member Baier, Council Member Haselton, Council Member Gunn. Voting Abstention: Council Member Cronin. The motion passed.

9. Discussion and Update Regarding Installation of Signage to Reinforce Dog Leash Requirements.

Given the time, it was determined that most of the remaining items would be heard at a future meeting.

10. Discussion and Possible Action Regarding the Date and Time of the 2025 General Election Board of Canvassers Meeting.

It was noted that there has to be work done with the County Clerk's Office on the schedule so there is coordination with other cities in Wasatch County. The County Clerk's Office has mentioned November 18, 2025. There will be a poll sent out to Council Members to finalize the meeting time on that date.

11. Discussion of Planning Commission Rules and Regulations.

The above item was not discussed.

12. Consideration and Possible Adoption of Ordinance 2025-O-XX, Amending Hideout Municipal Code 5.04.075 to Align Construction Hours with Section 10.04.32.

The above item was not discussed.

13. Discussion of Code Enforcement and Collections for Construction Violations.

This item was not discussed.

14. Discussion and Possible Appointment of a Representative of Hideout to Engage in Discussions Regarding the Comprehensive Emergency Management Plan (CEMP).

The above item was not discussed.

V. Committee Updates.

1. **Planning Commission - *Thomas Eddington, Town Planner.***
2. **Design Review Committee - *Thomas Eddington, Town Planner.***
3. **Wildfire Committee - *Council Member Gunn*.**
4. **Economic Development Committee - *Council Member Cronin.***
5. **Parks, Open Space and Trails (POST) Committee - *Council Member Baier.***
6. **Transportation Committee - *Council Member Haselton.***

No committee updates were shared.

VI. Approval of Council Minutes

1. **July 1, 2025, Town Council Meeting Minutes DRAFT.**

The Meeting Minutes from July 1, 2025, were not voted on.

VII. Follow-Up of Items from Approved Minutes.

This item was not discussed.

VIII. Closed Executive Session – Discussion of Pending or Reasonably Imminent Litigation, Personnel Matters, and/or the Sale or Acquisition of Real Property, as needed.

There was no Closed Executive Session.

A request was made to start Town Council Meetings earlier so the meetings are not running so late into the night. Ms. McLean reported that she assists another jurisdiction and their Council Meetings start at 3:00 p.m. Mayor Severini asked if an earlier start would be convenient to the public, since many people are not done with work until 5:00 p.m. It was noted that the schedule could be rearranged so updates are shared first. By the time the substantive issues are discussed, it will be closer to 6:00 p.m. A suggestion was made to start Town Council Meetings earlier when the new meeting schedule is adopted in January.

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IX. Meeting Adjournment

Motion: Council Member Gunn moved to ADJOURN. Council Member Haselton seconded the motion. Voting Yes: Council Member Nadelberg, Council Member Baier, Council Member Haselton, Council Member Gunn. Voting Abstention: Council Member Cronin. The motion passed.

The Town Council Meeting adjourned at 11:24 p.m.

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Maria Devereux, Town Recorder

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File Attachments for Item:

5. Approval of the December 3, 2025 Town Council and Planning Commission Special Meeting Minutes – Draft

Minutes
Town of Hideout
Town Council Special Meeting
December 3, 2025

The Town Council and Planning Commission of the Town of Hideout convened for a Special Meeting, a work session, on Wednesday, December 3, 2025, at 5:00 PM.

The meeting was held at Hideout Town Hall located at 10860 N Hideout Trail, Hideout, UT 84036.

Presentations were provided by Jake Young, consultant with Citi Design, and John Jansen, consultant with Planning Solutions. The consultants reviewed the current land use scenario planning work, including preliminary concepts, analysis, and potential development patterns. They requested input and direction from members of the Planning Commission and Town Council to guide the next phase of the General Plan update.

Discussion focused on land use alternatives, growth assumptions, community priorities, and next steps in the planning process. The session emphasized development of Hideout's future land use map, incorporating community input and legal constraints.

Key points included:

- The need to preserve open space, trails, and views.
- A preference for moving toward one primary land use scenario to support community unity.
- An estimated buildout capacity of approximately 7,000 units, compared to roughly 700 existing units today.
- Potential for commercial development near the Black Rock Hotel area and the Ross Creek area.
- Additional discussion included evaluating the potential for mixed-use or neighborhood commercial development near Golden Eagle Road. The consultants noted that this location may be appropriate for limited commercial uses serving local residents, and the group discussed the possibility of incorporating a future transit stop within the mixed-use area to support mobility and reduce vehicle trips.
- The importance of public access to trails and open space.
- Interest in exploring the potential of a community center.

Adjournment: The meeting adjourned at 7:12 PM.

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Maria Devereux, Recorder for the Town of Hideout

Disclaimer: These minutes summarize the discussion and presentations provided during the work session. Attendance by individual members of the Planning Commission and Town Council is not listed here and may be updated upon verification.

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