

EXHIBIT B

REIMBURSEMENT AGREEMENT

(PUBLIC INFRASTRUCTURE WITHIN THE TOWN OF HIDEOUT)

This *Reimbursement Agreement* (“**Agreement**”) is made this 27 day of August, 2020, by and between the Town of Hideout, a political subdivision of the State of Utah (“**Town**”), and Mustang Development, LLC, a Utah limited liability company (“**Developer**”). Collectively, the Town and Developer are the “**Parties**” to this Agreement; individually, each is a “**Party**” hereto.

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER

Mustang Development LLC
2720 Homestead Rd Ste. 200
Park City, UT 84098

Phone: 435 - 901 - 5376
Email: jfields@mustangdevelopment.com

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

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

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

[End of Agreement. Signature Pages Follow.]

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

TOWN
Town of Hideout

By _____
Phil Rubin, Mayor

Dated: _____

ATTEST:

Alicia Fairbourne, Town Clerk

STATE OF UTAH)
)ss:
COUNTY OF _____)

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

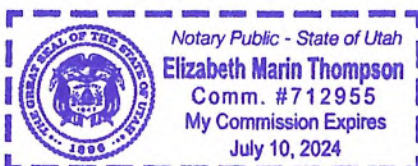
Notary Public

DEVELOPER
Mustang Development, LLC

By: _____
Name: Jared C. Fields
Title: Chief Legal Counsel
Dated: 8/27/2020


STATE OF UTAH)
)ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 27 day of August, 2020, by Jared C. Fields, as Chief Legal Counsel Mustang Development, LLC.




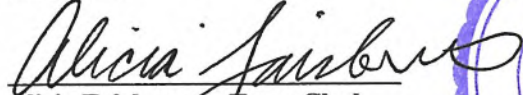
Elizabeth Marin Thompson
Notary Public

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

Approved as to form:


TOWN
Town of Hideout

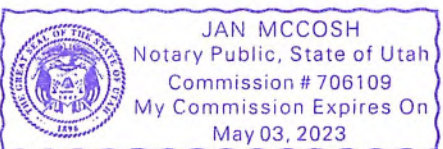
By: 
Phil Rubin, Mayor
Dated: 9/9/2020 9/9/2020

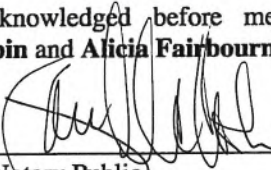
ATTEST:

Alicia Fairbourne, Town Clerk



STATE OF UTAH)
COUNTY OF Wasatch)ss:

The foregoing instrument was acknowledged before me this 9th day of September, 2020, by **Phil Rubin** and **Alicia Fairbourne**, as the Mayor and Town Clerk, respectively, of the Town of Hideout.




Notary Public

DEVELOPER
Mustang Development, LLC

By: _____
Name: _____
Title: _____
Dated: _____

STATE OF UTAH)
COUNTY OF _____)ss:

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

Notary Public

EXHIBIT A
(Impact Fee Study)

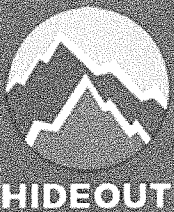
August 2020

HIDEOUT TOWN

CAPITAL IMPROVEMENTS PLAN

INCLUDING
IMPACT FEE FACILITIES PLAN
IMPACT FEE ANALYSIS

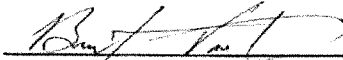
A Reasonable Plan for the Future of Hideout

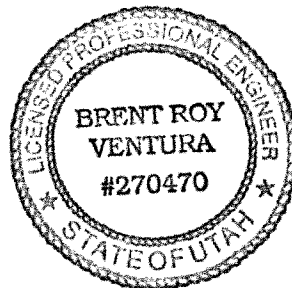


Impact Fee Facilities Plan Certification Page

I certify that the attached impact fee facilities plan:

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

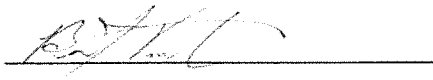

Brent R. Ventura, P.E.



Impact Fee Analysis Certification Page

I certify that the attached impact fee analysis:

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


Brent R. Ventura, P.E.

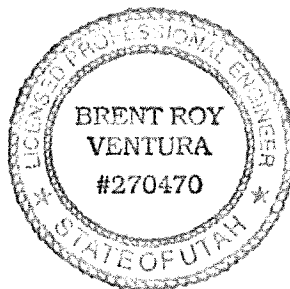


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EXECUTIVE SUMMARY

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

Demographics

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

Water

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

Transportation

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

Storm Water

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

Sewer

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

Impact Fee Plan

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

Impact Fee Analysis

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

EXECUTIVE SUMMARY

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

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

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

Subdivision	Water	Roads	Storm Drain	Sewer	Total Impact Fee
ADA LLC	\$1,445	\$5,215	\$0	\$1,330	\$7,990
Apartments at Deer Mountain	\$0	\$5,215	\$0	\$0	\$5,215
Deer Springs (tentative)	\$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
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	\$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
Van Den Akker	\$0	\$5,215	\$0	\$0	\$5,215
Venturi	\$1,445	\$5,215	\$4,315	\$1,330	\$12,305
Woolf	\$0	\$5,215	\$0	\$1,355	\$6,570

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

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

Proportionate Share

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

Impact Fee Adjustments

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

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

2.1 Existing Conditions

Current Population

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

Current Zoning and Land Use Plans

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

2.2 Build-out Population

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

Table 2-1: Hideout Build-out Projection

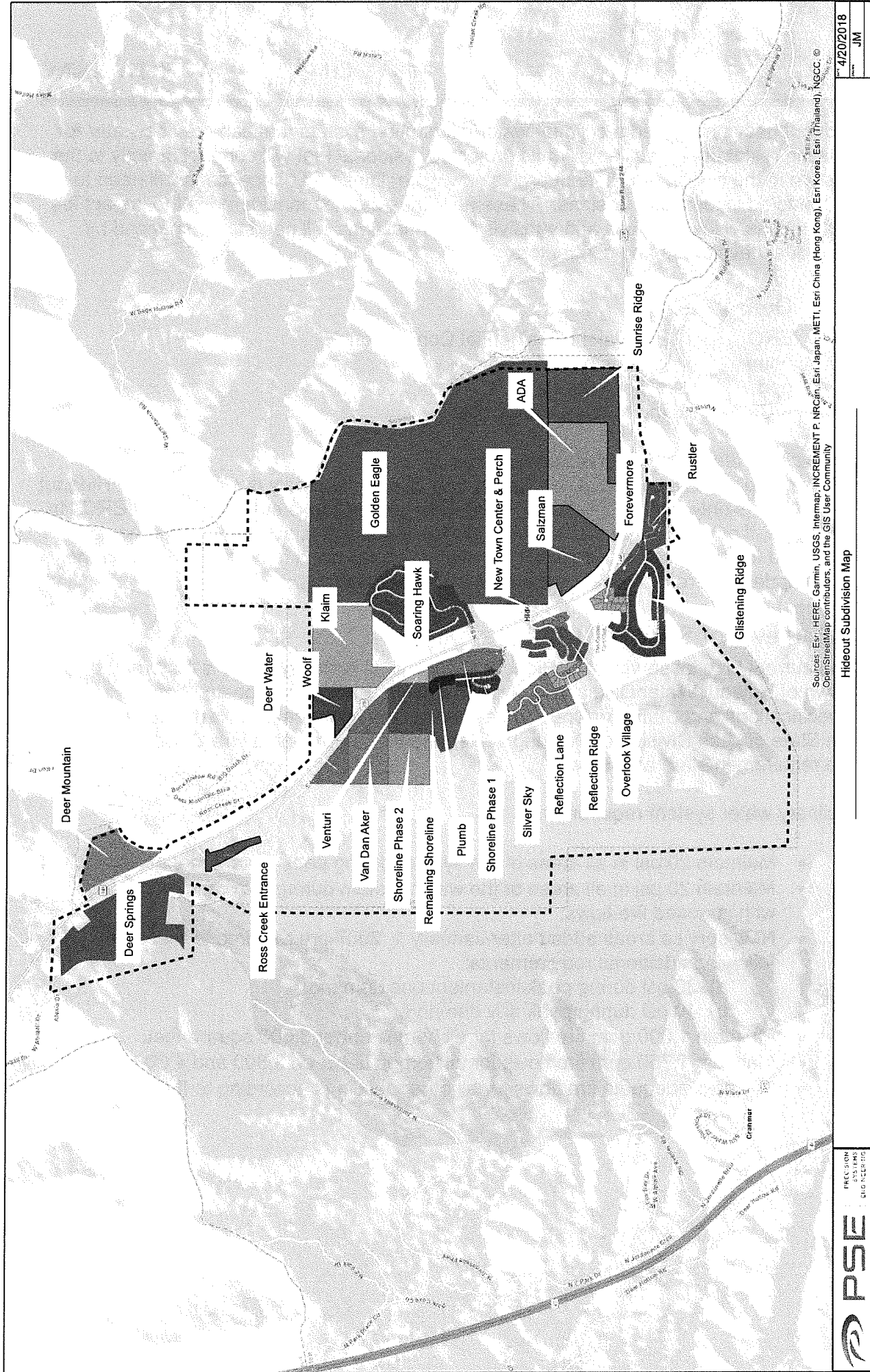
Subdivision	Residential Units
ADA LLC	67
Apartments at Deer Mountain	71
Deer Springs (tentative)	248
Deer Waters	112
Forevermore	13
Glistening Ridge	63
Golden Eagle	316
KLAIM	88
New Town Center	4
Overlook Village	47
Perch (The Settlement)	92
Plumb	4
Reflection Lane	9
Reflection Ridge	15
Ross Creek Entrance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

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

2.3 Other Considerations

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

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



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

4/20/2018
JM

Hideout Subdivision Map

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

3.1 Definitions

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

Equivalent Residential Connections (ERC)

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

3.2 Level of Service (LOS)

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

Culinary water system requirements:

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

3.3 Existing Culinary System

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

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

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

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

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

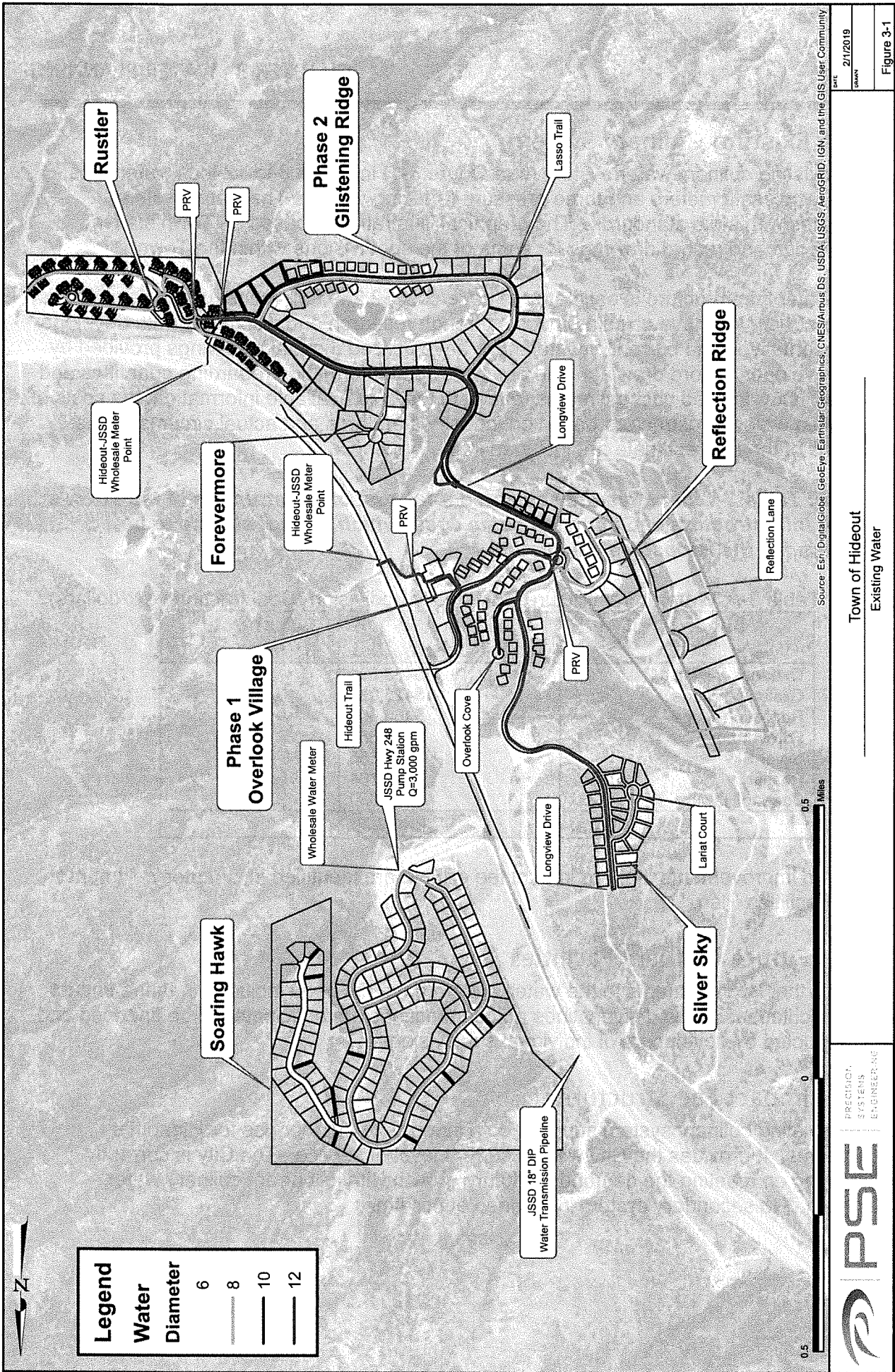
System improvements that are impact fee eligible are identified in Chapter 7 – Impact Fee Facilities Plan.

3.4 Future Culinary Facilities

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

3.5 Impact Fee Structure

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



Town of Hideout
Existing Water

PRECISION
 SYSTEMS
 ENGINEERING



CHAPTER 4 – TRANSPORTATION PLANNING

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

4.1 Level of Service (LOS)

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

4.2 Existing Facilities

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

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

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

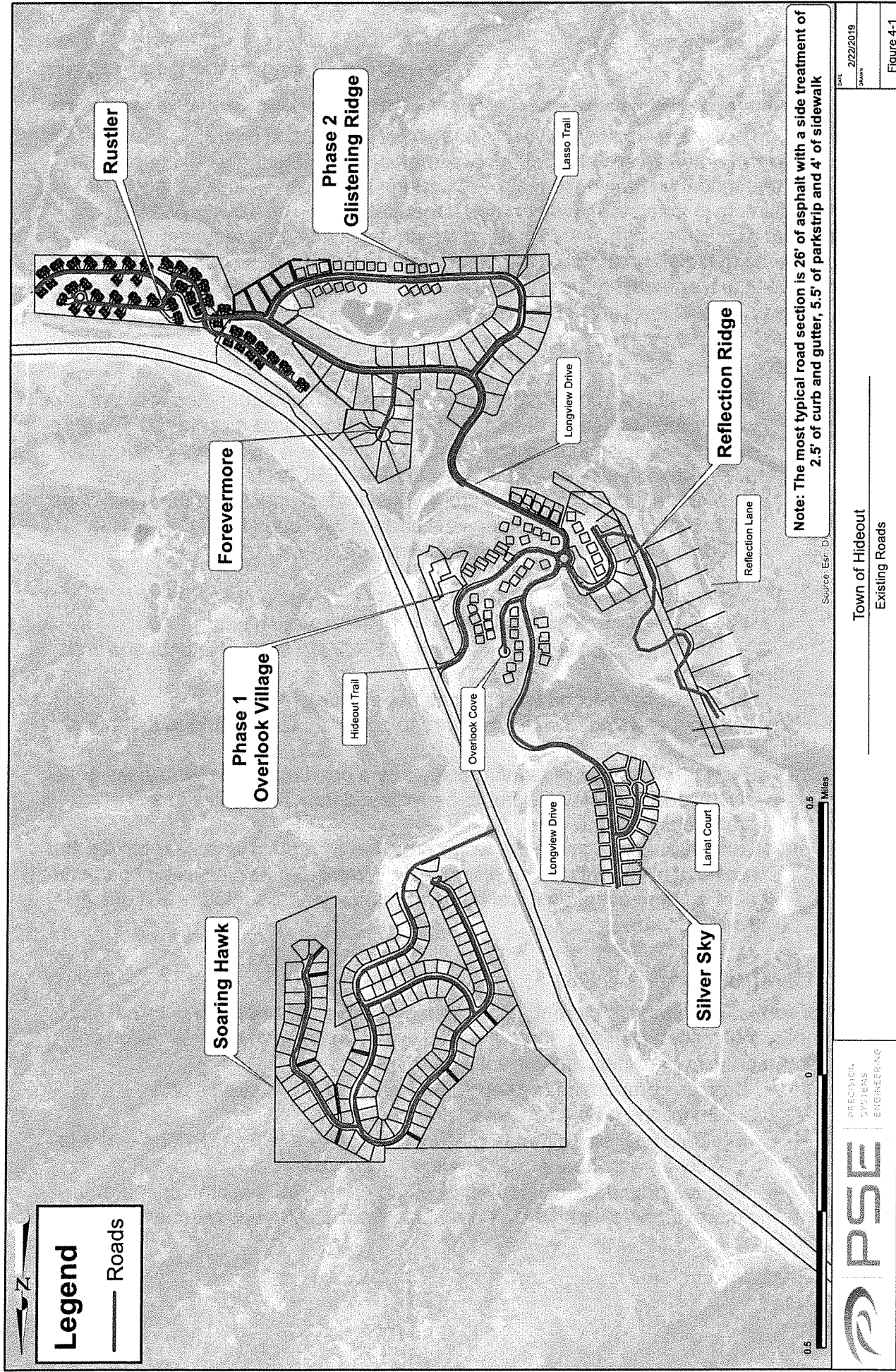
Subdivision	Estimated Infrastructure Cost	Construction Year
Overlook Village	\$2,994,729	2006
Glistening Ridge	\$1,923,473	2009
Reflection Ridge	\$592,405	2014
Forevermore	\$118,096	2013
Silver Sky	\$443,100	2014
Rustler	\$809,151	2010
Soaring Hawk	\$3,123,358	2014
Total	\$10,004,312	

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

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

4.3 Future Facilities

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



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

5.1 Definitions

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

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

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

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

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

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

5.2 Level of Service (LOS)

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

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

5.3 Existing System

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

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

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

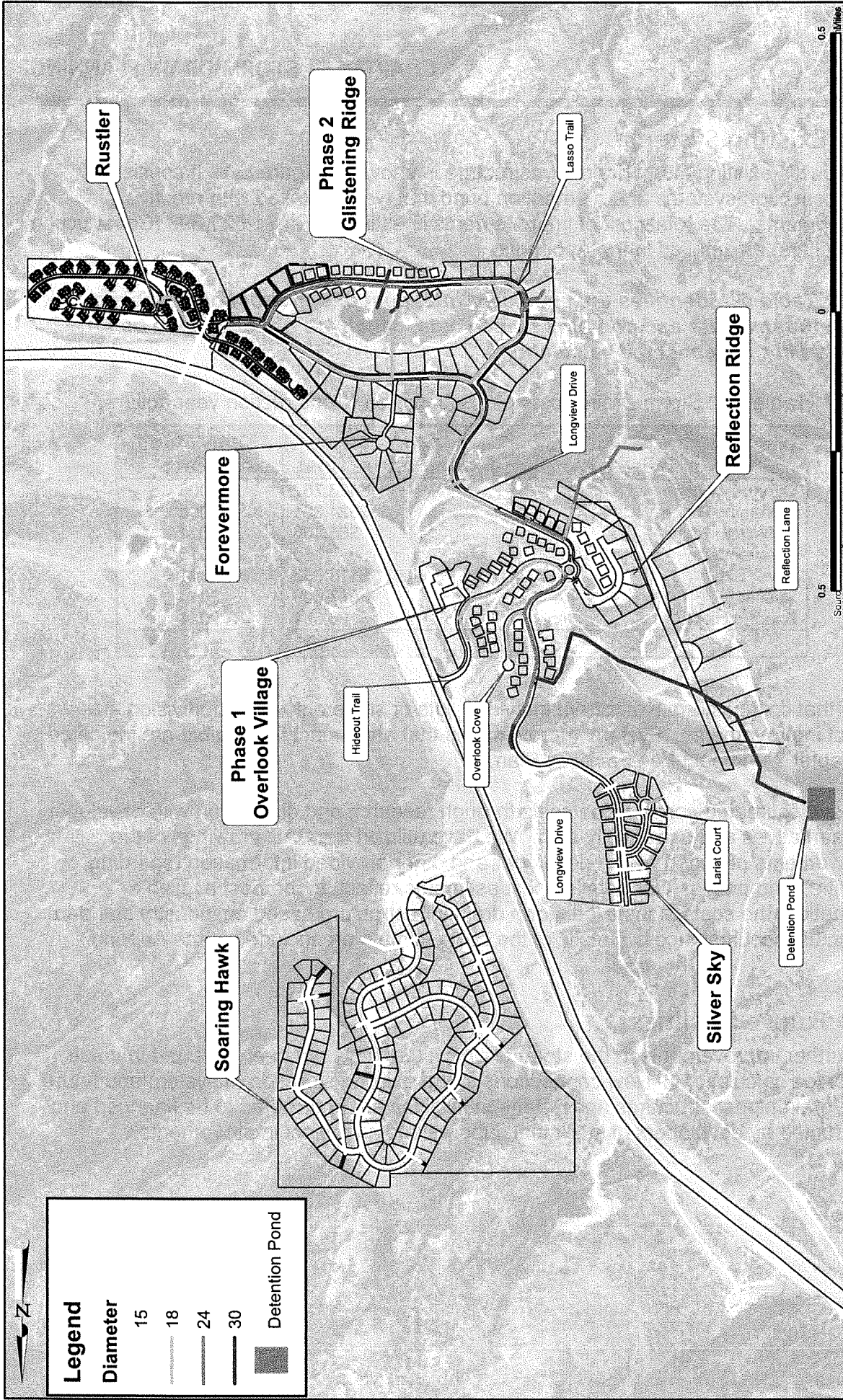
Subdivision	Estimated Infrastructure Cost	Construction Year
Overlook Village	\$423,782	2006
Glistening Ridge	\$624,381	2009
Reflection Ridge	\$86,106	2014
Forevermore	\$0	2013
Silver Sky	\$113,856	2014
Rustler	\$77,609	2010
Soaring Hawk	\$196,664	2014
Total	\$1,522,398	

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

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

5.4 Future Facilities

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



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

6.1 Definitions

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

Equivalent Residential Connections (ERC)

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

6.2 Level of Service (LOS)

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

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

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

6.3 Existing System

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

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

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

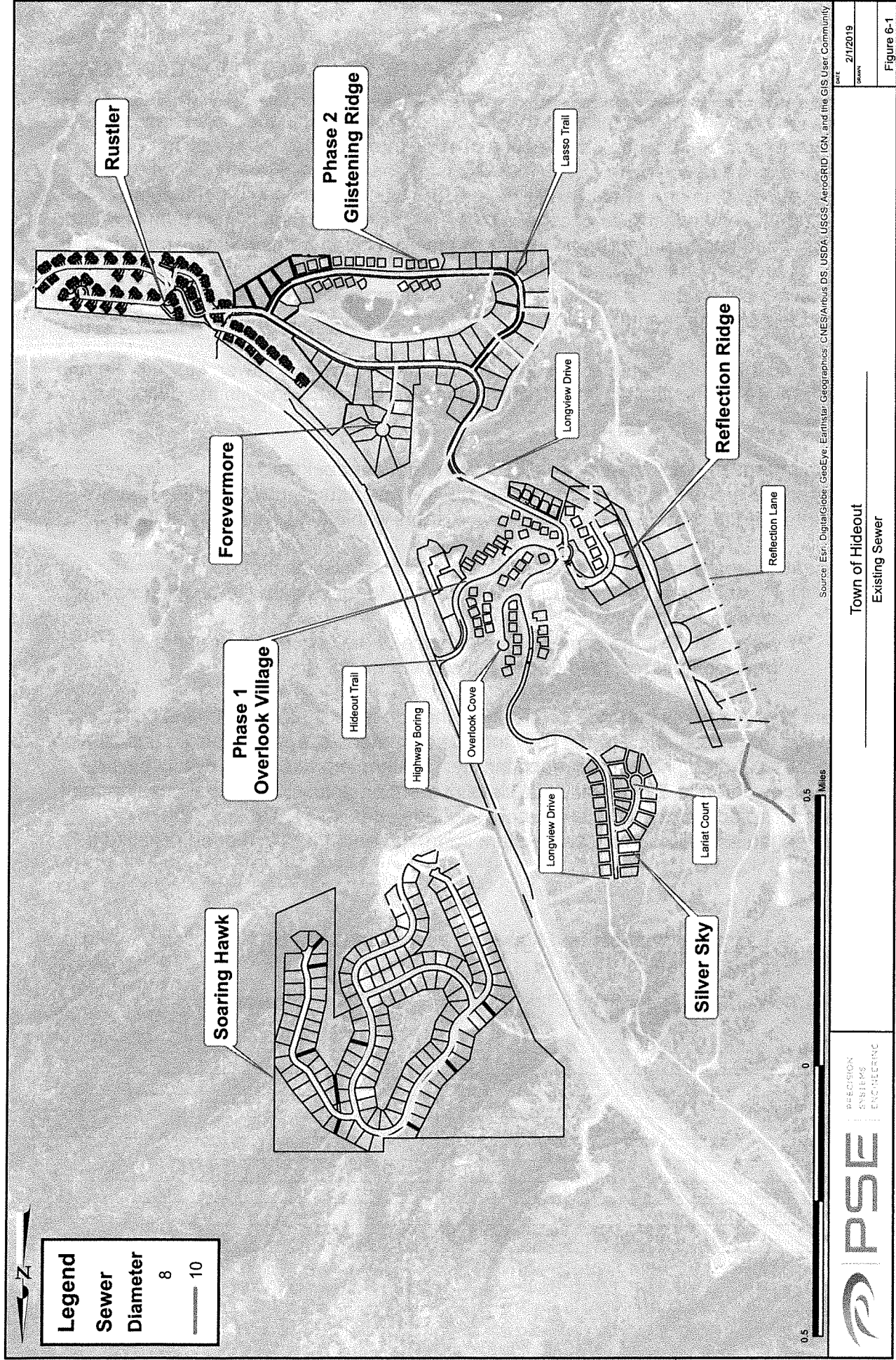
Subdivision	Estimated Infrastructure Cost	Construction Year
Overlook Village	\$258,567	2006
Glistening Ridge	\$455,450	2009
Reflection Ridge	\$341,482	2014
Forevermore	\$33,056	2013
Silver Sky	\$138,551	2014
Rustler	\$192,123	2010
Soaring Hawk	\$535,285	2014
Total	\$1,954,514	

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

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

6.4 Future Facilities

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



CHAPTER 7 – IMPACT FEE FACILITIES PLAN

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

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

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

Project Improvement – means site improvements and facilities that are

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

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

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

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

CHAPTER 7 - IMPACT FEE FACILITIES PLAN

Impact Fee Eligible Cost Adjustments

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

Water

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

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

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

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

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

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

CHAPTER 7 - IMPACT FEE FACILITIES PLAN

Roads

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

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

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

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

Therefore, total impact fee eligible road improvements are:

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

Storm Drain

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

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

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

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

CHAPTER 7 – IMPACT FEE FACILITIES PLAN

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

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

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

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

Sewer

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

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

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

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

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

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