



HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING AND CONTINUED PUBLIC HEARING

April 11, 2024

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its Regular Meeting and Continued Public Hearing electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, April 11, 2024.

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

Interested parties may join by dialing in as follows:

Zoom Meeting URL: <https://zoom.us/j/4356594739>
To join by telephone dial: US: +1 408 638 0986 **Meeting ID:** 435 659 4739
YouTube Live Channel: <https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/>

Regular Meeting and Continued Public Hearing
6:00 PM

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Approval of Council Minutes

1. [February 28, 2024 Town Council Meeting Minutes DRAFT](#)

IV. Follow up of Items from Approved Minutes

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

VI. Continued Public Hearing

1. [Consideration of an amendment of the Master Development Agreement \(MDA\) for Deer Springs allowing short-term rentals in Phases 2B, 4, and 8](#)

VII. Agenda Items

1. [Announcement of the annual 2024 Jordanelle Community Clean Up day](#)

2. [Presentation from the Economic Development Committee regarding the town-owned land at the entrance at Ross Creek](#)

3. [Consideration of approval of a Franchise Agreement between Comcast of Wasatch Inc. and the Town of Hideout](#)

4. Update regarding the implementation of speed control measures on Shoreline Drive

5. [Consideration of adopting Resolution 2024-R-XX prohibiting fireworks within the Town of Hideout during the 2024 year](#)

6. [Update and discussion regarding noxious weed abatement methods](#)

7. [Approval for the Mayor to execute an Interlocal Agreement between the Town of Hideout and Heber Valley Animal Services](#)

8. [Consideration and approval for an allocation of funds not to exceed \\$99,479.00 to pay the Vantage Lift Station invoice](#)

9. Discussion regarding designated code enforcement officers and procedure

10. Consideration of approving Ordinance 2024-O-XX amending Hideout Municipal Code 1.16.060 EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS
11. [Presentation and discussion of responses to a Request for Proposal \(RFP\) for public relations services, with consideration of authorization for the Mayor to enter into a contract for public relations](#)
12. [Consideration of approving a resolution to authorize the leasing terms on the Public Works vehicles](#)
13. Consideration and approval for the Mayor to advance funds for the temporary fire station fundraising efforts

VIII. Committee Updates

1. Design Review Committee - *Thomas Eddington*
2. Parks, Open Space and Trails (POST) Committee - *Council Member Baier*
3. Transportation Committee - *Council Member Haselton*

IX. Closed Executive Session - Discussion of pending or reasonably imminent litigation, personnel matters, and/or sale or acquisition of real property as needed

X. Meeting Adjournment

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Mayor or City Recorder at 435-65-4739 at least 24 hours prior to the meeting.

HIDEOUT TOWN COUNCIL

10860 N. Hideout Trail
Hideout, UT 84036
Phone: 435-659-4739
Posted 04/10/2024

File Attachments for Item:

1. February 28, 2024 Town Council Meeting Minutes DRAFT

Minutes
Town of Hideout
Town Council Rescheduled Regular Meeting and Public Hearings
February 28, 2024

The Town Council of Hideout, Wasatch County, Utah met in Regular Meeting and Public Hearing on February 28, 2024 at 6:00 PM in the City Council Chambers located at 10860 N. Hideout Trail, Hideout, Utah, and virtually via Zoom.

Regular Meeting and Public Hearings

I. Call to Order

Mayor Rubin called the meeting to order at 6:02 p.m. and reminded participants this meeting was being held as a hybrid meeting both electronically via Zoom and in person at Hideout Town Hall.

II. Roll Call

Present: Mayor Phil Rubin
 Council Member Jonathan Gunn
 Council Member Carol Haselton (*joined at 7:31 p.m.*)
 Council Member Ralph Severini

Attending Remotely: Council Member Chris Baier
 Council Member Bob Nadelberg

Staff Present: Recorder for Hideout Alicia Fairbourne

Staff Attending Remotely: Town Administrator Jan McCosh
 Town Attorney Polly McClean
 Town Planner Thomas Eddington
 Director of Public Works Daniel Allen
 Financial Consultant Katie Shepley

Public Present: Mary Freeman, Kip Freeman, Colleen Kinsella, and John Ray.

Public Attending Remotely: Planning Commissioner Rachel Cooper, Jamie Allen, Edward Kim, Anita Crane, Bret Rutter, Briana Warner, Dale Aychman, Nathan Brockbank, and others who may have logged in using a partial name or using only a phone number.

Mayor Rubin acknowledged concerns raised by several Council Members regarding the late delivery of meeting materials, expressing agreement and understanding. He assured the Council that any items requiring more time for review could be postponed to the March meeting without resistance. Council Member Baier highlighted the unavailability of two Members on March 14 and suggested scheduling the March meeting accordingly.

After considering various Council Members' and Staff's schedules, it was determined that the March Council meeting would be held on March 6 at 6:00 p.m.

1 **III. Approval of Council Minutes**

2 **1. January 15, 2024 Meeting Minutes DRAFT**

3 Council Member Gunn noted on page 5, line 35, the land used for the temporary fire station was
4 not being “donated” by GCD as the minutes stated, and was to be used by the Wasatch County
5 Fire Department only temporarily. Recorder Alicia Fairbourne would make the correction.

6 *Motion: Council Member Gunn moved to approve the January 15, 2024 Council Meeting*
7 *Minutes with the modification regarding Wasatch County Fire District’s use of the land from*
8 *GCD to be incorporated. Council Member Severini made the second. Voting Yes: Council*
9 *Member Baier, Council Member Gunn, Council Member Nadelberg, and Council Member*
10 *Severini. Absent from voting: Council Member Haselton. The motion carried.*

11 **IV. Follow up of Items from Approved Minutes**

12 Mayor Rubin provided updates on various initiatives regarding the speeding issue on Shoreline
13 Drive. Flashing lights had been installed on Shoreline Drive, with new speed control signs
14 expected to arrive soon. Public Works Director Daniel Allen would promptly install these signs
15 upon their delivery. Progress was also being made on a streetlight project, with the base being
16 poured in the coming week.

17 Council Member Severini requested further deliberation on the efficacy of the speed control
18 measures during the forthcoming April meeting.

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

20 At 6:17 p.m., Mayor Rubin opened the floor for the public to speak on any items not listed on the
21 agenda.

22 *Brett Rutter* addressed concerns regarding traffic safety and speed control, specifically focusing
23 on the curve on Longview near the west Lasso Trail intersection. Mr. Rutter recounted an instance
24 of a vehicle sliding off the road during icy conditions, emphasizing the need for additional safety
25 measures such as speed monitoring signs and potentially a guardrail. Mayor Rubin acknowledged
26 the challenging nature of the corner and assured that he would work with the Public Works
27 Department to explore options to address the issue, including the installation of electronic speed
28 signs and evaluating the feasibility of installing a guardrail. Council Member Baier also chimed
29 in, highlighting the challenges faced by the Sheriff’s Office and Public Works Department on the
30 timeliness to respond to these types of instances. The discussion underscored the importance of
31 addressing safety concerns on Longview Drive, particularly during inclement weather conditions.

32 *Council Member Severini* shared a concern regarding safety issues related to construction
33 activities in the Longview Drive area. He highlighted the potential hazards posed by a crane at an
34 active construction site, citing a resident's report of damage caused during crane movement.
35 Mayor Rubin acknowledged the concern and pledged to address it, mentioning a similar situation
36 in the Soaring Hawk area and noting the impending addition of staff to aid in monitoring
37 construction activities.

38 Council Member Severini expressed further concerns about navigating through narrow spaces
39 due to construction blockages, prompting Mayor Rubin to discuss plans for bolstering the Public
40 Works team to improve oversight and enforcement. He emphasized the need for proactive
41 measures to address construction-related safety issues.

1 There being no further public comment, Mayor Rubin closed the public input session at 6:26 p.m.

2 **VI. Continued Public Hearings from January 15, 2024: Please note: These items will not be**
 3 **discussed and will be continued to March 14, 2024**

- 4 1. **Discuss and possibly approve an amendment of the Official Town of Hideout Zoning Map to**
 5 **rezone parcels 00-0020-8182 and 00-0020-8184 (the “Bloom in Hideout” Development) from**
 6 **Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6**
 7 **(R6), Mountain Residential (MR), and Natural Preservation (NP)**
 8
- 9 2. **Discuss and possibly approve a Master Development Agreement (MDA) for the Bloom in**
 10 **Hideout Development, which would include nightly rentals in zoning districts that do not**
 11 **currently allow for nightly rentals. Additionally, allowances for certain uses or conditional**
 12 **uses and architecture and/or roof designs that are not currently allowed per the Town’s**
 13 **current zoning ordinances may be included.**

14 Mayor Rubin acknowledged that the applicant had sought an extension for the Public Hearing.
 15 Considering the rescheduling of the regular March meeting to an earlier date, Mayor Rubin
 16 anticipated that the applicant would likely request another continuation on March 6.

17 *Motion: Council Member Severini moved to continue the two Public Hearing items to March*
 18 *6, 2024 at 6:00 p.m. Council Member Gunn made the second. Voting Yes: Council Member*
 19 *Baier, Council Member Gunn, Council Member Nadelberg, and Council Member Severini.*
 20 *Absent from voting: Council Member Haselton. The motion carried.*

21 **VII. Public Hearings**

22 1. **Consideration of a proposed lot combination of Hideout Canyon lots 41 and 42**

23 Town Planner Thomas Eddington presented a proposal for combining two lots, 41 and 42, in the
 24 Hideout Canyon subdivision. He provided details about the lots, including their location on Lasso
 25 Trail and their total proposed size of approximately 1.1 acres. He noted that the existing setbacks
 26 and building heights would be adhered to, and there was an existing house on one of the lots.

27 Council Member Baier raised questions about potential future trail access through the public
 28 utility easement between lots 40 and 41 to the nearby Bureau of Reclamation (BOR) land. The
 29 applicant, Jamie Allen, expressed willingness to cooperate with the potential trail access plans.

30 Council Member Baier raised a concern regarding soil which had been dumped on lot 41,
 31 followed by hydroseeding, and requested as a condition of approval that the area be landscaped
 32 to appear more natural. Ms. Allen clarified that the previous lot owner, who also owned a property
 33 on Forevermore Court, utilized lot 41 as a repository for dirt from the other lot. She committed to
 34 re-landscaping the area with natural vegetation.

35 Council Members also considered the implications of combining the lots, including potential
 36 changes in property taxes and the allowance for future expansions of the existing house on the
 37 property. Mr. Eddington explained the Design Review Committee (DRC) would not allow an
 38 increase of the home size to more than one hundred twenty five percent (125%) of what was
 39 originally approved when the home was built.

1 The Council determined to incorporate the discussed conditions into the resolution to address trail
 2 access, landscaping, and the maximum house size increase. Mr. Eddington noted there may be
 3 sewer lines from the sewer lift station that run along the back side of the lots which would need
 4 further review from the Town Engineer and pointed out the inclusion of this note in the resolution.

5 There being no further questions or discussion from Council, Mayor Rubin opened the floor for
 6 public input at 6:51 p.m.

7 There were no comments made by the public. Mayor Rubin closed public input at 6:52 p.m. and
 8 asked for a motion.

9 ***Motion: Council Member Gunn moved to approve Resolution 2024-R-02, combining lots 41***
 10 ***and 42 in the Hideout Canyon Subdivision, subject to incorporating the following conditions***
 11 ***of approval: 1) The ten-foot (10'-0") wide Public Utility Easement (PUE) on the south side of***
 12 ***the combined property, contiguous with adjacent Lot 40, will be platted as a ten-foot (10'-0")***
 13 ***PUE for a future pedestrian and/or bike trail or passageway; 2) The maximum house size***
 14 ***(square feet) can be increased up to one-hundred twenty five percent (125%) of what is allowed***
 15 ***on existing Lot 42; 3) The existing topography and native vegetation must remain undisturbed***
 16 ***except for any area proposed for an addition to the existing primary dwelling unit. In addition,***
 17 ***the soil that was added to the front of the site must be removed and the area must be***
 18 ***revegetated with native landscaping to match the existing site. This must be completed at, or***
 19 ***prior to, the Town awarding a Certificate of Occupancy for the proposed addition to the house.***
 20 ***Council Member Severini made the second. Voting Yes: Council Member Baier, Council***
 21 ***Member Gunn, Council Member Nadelberg, and Council Member Severini. Absent from***
 22 ***voting: Council Member Haselton. The motion carried.***

23 **2. Consideration of an amendment of the Master Development Agreement (MDA) for Deer** 24 **Springs allowing short-term rentals in Phases 2A, 2B, 4, and 8**

25 Mayor Rubin mentioned that the developer withdrew Phase 2A during the Planning Commission
 26 Meeting, and asked Council Members to consider whether they wanted to proceed with the
 27 discussion during this meeting or postpone it to March 6th. Council Member Baier suggested
 28 postponing the decision to the March 6th meeting to allow more time for deliberation, emphasizing
 29 the importance of thoroughly considering the various opinions and implications surrounding
 30 short-term rentals.

31 Council Member Severini echoed Council Member Baier's sentiment, highlighting the need for
 32 additional input and expressing agreement with postponing the discussion. Council Member
 33 Gunn proposed allowing more time for parties impacted by the decision to work out potential
 34 issues. The Council discussed the recommendation from the Planning Commission, clarifying
 35 that only Phase 8 was given a positive recommendation but acknowledged the need for a
 36 comprehensive understanding of the financial implications for all the proposed phases.

37 Council Members expressed the need for clarity on expected revenues and understanding the
 38 water shares and Military Installation Development Area (MIDA) provisions. They emphasized
 39 the importance of having detailed financial information before making a decision. Council
 40 Member Severini questioned if the developer was under a time deadline, to which developer Nate
 41 Brockbank shared insights into the complexity of the situation, particularly regarding contracts
 42 and buyer awareness. He agreed to engage with affected parties to address concerns.

1 Mayor Rubin underscored the critical nature of comprehending the financial ramifications and
 2 requested Town Administrator Jan McCosh and Financial Consultant Katie Shepley
 3 collaboratively prepare a thorough financial analysis.

4 There being no further questions or comments from Council, Mayor Rubin opened the floor for
 5 public input at 7:07 p.m.

6 There were no comments from the public. Mayor Rubin closed public input at 7:08 p.m. and
 7 asked for a motion to continue the discussion.

8 *Motion: Council Member Severini moved to continue the consideration of an amendment of*
 9 *the Master Development Agreement (MDA) for Deer Springs allowing short-term rentals in*
 10 *Phases 2B, 4, and 8 to a date certain of March 6, 2024 at 6:00 p.m. Council Member Baier*
 11 *made the second. Voting Yes: Council Member Baier, Council Member Gunn, Council*
 12 *Member Nadelberg, and Council Member Severini. Absent from voting: Council Member*
 13 *Haselton. The motion carried.*

14 **3. Consideration of an amendment of the Resort Specially Planned Area (RSPA) zoning district**
 15 **to allow specified public facilities as conditional uses within the RSPA zone**

16 Mr. Eddington presented information regarding an amendment for the Resort Specially Planned
 17 Area (RSPA) zoning district to permit specified public facilities as conditional uses within the
 18 RSPA zone. He explained that the amendment was prompted by the need for use of land within
 19 the Shoreline Subdivision for a temporary fire station, which is currently not permitted under the
 20 RSPA zoning regulations. The proposed amendment would create a pathway for public facilities
 21 such as fire stations, libraries, town hall, et cetera to be considered through a conditional use
 22 permit process to ensure compliance with regulations and mitigate impacts.

23 During the discussion, Council Members raised concerns and shared different perspectives
 24 regarding the potential impact of the proposed amendment. There was deliberation about the
 25 extent of the amendment's scope, with considerations on whether it should solely address the
 26 inclusion of fire stations or be broadened to encompass other public facilities as well. Mayor
 27 Rubin stressed the significance of prioritizing the pressing need for a fire station while advocating
 28 for further time to thoroughly assess the broader implications of the amendment.

29 The Council agreed to focus on the specific need for a fire station. They discussed the possibility
 30 of refining the language of the amendment to explicitly include emergency management services
 31 (EMS) as well.

32 There being no further discussion from Council Members, Mayor Rubin opened the floor for
 33 public input at 7:26 p.m.

34 *Brett Rutter* expressed support for the fire station initiative while expressing concerns about the
 35 broader implications of opening up the entire RSPA area to other uses. He highlighted the shift
 36 in burden from "may" to "shall" approval regarding conditional use, expressing worries about
 37 potential inappropriate placements of public facilities.

38 Mayor Rubin suggested including language that would revert the use of facilities back if
 39 abandoned, while Mr. Eddington and Town Attorney Polly McLean discussed potential
 40 restrictions such as lot size requirements or specifying particular neighborhoods for placement.
 41 Council Member Gunn proposed limiting authorization to the Wasatch County Fire Department

1 for a temporary fire station, but Ms. McLean cautioned against legislating for one particular
2 entity.

3 Council Member Haselton joined the meeting at 7:31 p.m.

4 The discussion then turned to whether a time restriction should be imposed, with concerns raised
5 by Council Member Baier about ensuring the temporary nature of the fire station. Council
6 Member Gunn highlighted the developer's intention to eventually utilize the land for residential
7 purposes, emphasizing that an agreement had been reached between the Fire District and the
8 developer for a three-year timeframe. The conversation also touched on defining temporary
9 versus permanent structures. Mayor Rubin suggested addressing concerns through specific
10 criteria in the conditional use application.

11 There being no further public comment, Mayor Rubin closed public input at 7:45 p.m. and asked
12 for a motion to adopt an ordinance restricting conditional use to fire stations. Council Members
13 further discussed modifying the language of the ordinance to explicitly reference Fire and EMS
14 stations, with agreement to revisit other potential uses in the future. Modifications included
15 corrections to the “whereas” clauses, noting the second whereas clause should read Fire/EMS
16 Station instead of public facilities, and Section 12.30.06.20 Conditional Use Categories should
17 reflect only Fire/EMS Station.

18 *Motion: Council Member Gunn moved to adopt Ordinance 2024-O-02 allowing a Fire/EMS*
19 *Station as a conditional use in the RSPA Zone with modified language and conditional use*
20 *categories to only reflect Fire/EMS Station. Council Member Haselton made the second.*
21 *Voting Yes: Council Member Baier, Council Member Gunn, Council Member Haselton,*
22 *Council Member Nadelberg, and Council Member Severini. There were none opposed. The*
23 *motion carried.*

24 **4. Consideration of approving an Ordinance regarding updates, technical corrections, and**
25 **amendments to Hideout Municipal Code Titles 3, 7, 8, 10, 11, and 12**

26 Mayor Rubin offered the option to defer the discussion of the Ordinance if needed. Council
27 Member Severini expressed difficulty in grasping all the changes proposed, especially regarding
28 RV regulations, and asked to defer the discussion. Council Member Baier echoed concerns about
29 distinguishing between technical corrections and policy changes within the ordinance and
30 supported Council Member Severini’s desire to defer the discussion.

31 Ms. McLean emphasized the significance of Section 12.26.08 concerning the noticing
32 requirements for conditional use permits and urged the Council to prioritize its adoption during
33 the current meeting. Council Member Baier sought further clarification on the simplicity of this
34 provision and its alignment with state mandates. Ms. McLean elaborated that the State had revised
35 noticing requirements in May 2023, eliminating the need for newspaper publications. She
36 recommended aligning the municipal code with the updated state code.

37 Regarding the remainder of the amendments, Mr. Eddington assured the Council that most
38 changes were minor fixes, with only a few requiring substantial policy adjustments. He proposed
39 reorganizing the document to differentiate between technical amendments and policy-related
40 changes and presenting the updated document to Council during the March 6th meeting.

41

1 Mayor Rubin inquired about the timeline for implementing the proposed changes. Mr. Eddington
2 suggested deferring certain sections for further review, particularly those concerning RV
3 regulations, to allow for more community input and thorough enforcement considerations.
4 Council Member Baier expressed her desire to have Planning Commission review and discuss the
5 RV regulations at the March 21st Planning Commission meeting. Mayor Rubin noted enforcement
6 of code compliance should be evaluated as well.

7 Council Member Severini proposed referencing regulations from neighboring communities for
8 comparison, to provide valuable insights into potential areas for improvement. The Council
9 recognized the importance of balancing technical precision with community input to ensure the
10 ordinance's effectiveness and compliance with state laws.

11 At 8:05 p.m., Mayor Rubin acknowledged the discussion would be continued to the March 6th
12 meeting and opened the floor for public input.

13 *Brett Rutter* expressed gratitude towards the Council for their decision to defer the section on RVs
14 back to the Planning Commission. Mr. Rutter highlighted concerns about the Planning
15 Commission's receptiveness to public input during recent meetings and offered assistance in
16 crafting language for public engagement. Mayor Rubin acknowledged Mr. Rutter's concerns and
17 pledged to collaborate with Mr. Eddington to ensure the Planning Commission facilitated ample
18 public participation. Council Member Baier commended Mr. Rutter for his willingness to assist
19 the Planning Commission, emphasizing the value of citizen engagement in crafting policy and
20 expressing gratitude for his efforts in aiding the process.

21 *John Ray (Shoreline resident)* addressed concerns regarding the proposed regulations on RVs and
22 pickup trucks. Mr. Ray highlighted the practicalities of owning such vehicles, explaining the need
23 for occasional driveway parking due to garage space constraints. He emphasized the importance
24 of considering the duration and frequency of vehicle usage, particularly in relation to
25 neighborhood aesthetics and emergency vehicle access. Mayor Rubin acknowledged Mr. Ray's
26 concerns and shared his own perspectives on vehicle storage and public safety, noting his own
27 truck and RV exceeded the proposed limitations. Council Member Baier echoed the need for
28 comprehensive deliberation, reiterating that the Planning Commission revisit the issue to address
29 the complexities of community lifestyle and safety considerations. Mr. Ray further underscored
30 the challenges posed by narrow streets, especially during construction and inclement weather
31 conditions, reinforcing the urgency of finding balanced solutions.

32 *Dale Aychman (Shoreline resident)* expressed gratitude towards Council Member Chris Baier for
33 acknowledging Mr. Rutter's contributions to the community discussion. Mr. Aychman
34 commended Mr. Rutter's clarity and professionalism during his engagement with the Planning
35 Commission, citing his informative post on the Jordanelle Community Forum. Mr. Aychman
36 shared his own perspective, highlighting the practicality of owning a cargo van and the occasional
37 need for driveway parking due to garage space limitations. He emphasized the importance of
38 considering the broader implications of proposed regulations on vehicle size and parking
39 restrictions.

40 Mayor Rubin expressed gratitude for the community's input and committed to discussing the
41 public's concerns with Mr. Eddington for Planning Commission consideration.

42 There being no further public comment, Mayor Rubin closed public input at 8:15 p.m. and asked
43 the Council for a motion.

1 *Motion: Council Member Baier moved to adopt an ordinance amending Hideout Municipal*
 2 *Code Section 12.26.08 concerning conditional use permit noticing requirements and, with the*
 3 *exception of item number 14 regarding the use of recreational vehicles (RV's) which would*
 4 *be referred back to the Planning Commission for discussion, continuing the remainder of the*
 5 *items to a date certain of March 6, 2024 at 6:00 p.m. Council Member Severini made the*
 6 *second. Voting Yes: Council Member Baier, Council Member Gunn, Council Member*
 7 *Haselton, Council Member Nadelberg, and Council Member Severini. There were none*
 8 *opposed. The motion carried.*

9 *(Clerk's note: Ordinance 2024-O-02 combined the approval of a Fire/EMS Station in the RSPA*
 10 *zone as well as the amendment to Section 12.26.08, Noticing Requirements for the Conditional*
 11 *Use Permit.)*

12 VIII. Agenda Items

13 1. Discussion and consideration of appointing Chase Winder as a new Alternate Planning 14 Commission member

15 The Council discussed the appointment of Chase Winder as a new Alternate Planning
 16 Commission Member. Mayor Rubin explained that after reviewing three candidates, both he and
 17 the Planning Commission Chair, Tony Matyszczyk, recommended Mr. Winder for the position.
 18 Council Member Severini noted Mr. Winder was not a current resident of Hideout and expressed
 19 concerns about non-residents serving on sensitive committees such as the Planning Commission
 20 and Economic Development Committee (EDC), citing past issues. Council Member Haselton
 21 echoed Council Member Severini's concerns.

22 Mayor Rubin polled the Council for consent and support to appoint Mr. Winder as an alternate
 23 member of the Planning Commission.

24 Council Member Baier acknowledged concerns raised by Council Member Severini regarding
 25 residency requirements for Planning Commissioners, noting that while she understands the past
 26 issues, she doesn't fully agree with the necessity for Commissioners to live within the Town.
 27 Expressing her support for Chase's appointment as an alternate Planning Commission member,
 28 she indicated her willingness to consent to his appointment.

29 Council Member Severini emphasized the importance of adhering to principle, particularly
 30 regarding residency requirements. Therefore, he voted against appointing a non-resident to the
 31 position. He clarified that his decision was not a reflection of Mr. Winder's character.

32 Council Member Nadelberg expressed his indifference regarding the composition of the Planning
 33 Commission, suggesting that as long as certain criteria are met, he didn't mind who holds
 34 positions within it. He emphasized that property ownership status, residency status, or currently
 35 building a residence were all acceptable factors. He had no objection to Mr. Winder serving on
 36 the Planning Commission.

37 Council Member Gunn acknowledged the concerns raised by Council Members Severini and
 38 Haselton and expressed a similar sentiment. However, considering the information provided,
 39 including the existence of a building permit and progress in construction, Council Member Gunn
 40 believed that the applicant, though not currently a resident, would likely become one soon. He
 41 concluded that he had no objection to the appointment, given the advanced stage of Mr. Winder's
 42 home construction.

1 Council Member Haselton stated that she would adhere to principle, citing concerns about setting
2 a precedent. Consequently, she indicated her decision to vote against the appointment, stating her
3 lack of familiarity with the candidate as a reason for her choice.

4 Ultimately, the majority of the Council voted in favor of Mr. Winder's appointment. The Council
5 agreed to explore potential policy changes regarding residency requirements for committee
6 members in the future, considering input from both the Planning Commission and the community.

7 **2. Update regarding the temporary Fire Station in Hideout**

8 This agenda item was previously discussed during the public hearing portion of the meeting.

9 **3. Consideration of approving Ordinance 2024-O-XX to amend Hideout Municipal Code**
10 **4.04.140 Annual Fee Levied; Schedule to remove the specified dollar amount and refer to the**
11 **current Fee and Rate Schedule**

12 Ms. McLean recommended discussing this item along with the other code changes in March.

13 **4. Consideration and possible approval of an Interlocal Agreement with Wasatch County for**
14 **road maintenance at the Deer Mountain Affordable Community**

15 Mayor Rubin provided context of the Interlocal Agreement, and explained that a portion of Deer
16 Mountain Boulevard, stretching from SR-248 to the Deer Mountain Affordable Community, had
17 long been maintained by Wasatch County. Despite the road falling within Hideout Town
18 boundaries, the Town had never claimed responsibility for its upkeep and did not include it in the
19 Class B and C Roads submission for funds.

20 Wasatch County initiated discussions to formalize their maintenance role, prompting Hideout to
21 consider the proposal. The Council acknowledged that Wasatch County's ongoing maintenance
22 of the road alleviates the Town's responsibilities and minimized costs, making the agreement
23 favorable.

24 Council Member Gunn suggested a minor amendment to the agreement regarding notice
25 provisions, proposing the inclusion of language specifying certified or traceable mail for official
26 communications. While Ms. McLean agreed to consider Council Member Gunn's suggestion, she
27 noted the Agreement was also to be voted on by Wasatch County Council and may have already
28 been approved as it stood. She agreed to make the change if it had not, or in any future revisions.

29 Mayor Rubin sought Council's approval to execute the agreement.

30 *Motion: Council Member Gunn moved to allow the Mayor to execute the Interlocal*
31 *Agreement and if possible, amend Section E1 to add the words "Certified or traceable mail."*
32 *Council Member Severini made the second. Voting Yes: Council Member Baier, Council*
33 *Member Gunn, Council Member Haselton, Council Member Nadelberg, and Council Member*
34 *Severini. There were none opposed. The motion carried.*

35 **5. Update from the Town Council and Planning Commission Retreat which was held on**
36 **January 11, 2024**

37 Ms. McCosh expressed concerns about the complexity of the topic and suggested deferring the
38 discussion to the following week given the late distribution of materials. Council Member Baier
39 supported this suggestion, citing the need for additional time to review the documentation.

Council Member Severini pointed out that there were two sets of documents associated with the topic: a 30-page report by X Factor and a separate summary sheet titled "staff report and follow-up." Ms. McCosh emphasized the importance of thoroughly examining the documents before discussing them, reinforcing the decision to postpone the discussion.

Mayor Rubin informed the Council that he had arranged for X Factor to attend a future meeting to present their findings in detail, allowing for a deeper understanding of the material and to provide the opportunity to ask questions. Council Members expressed interest in gaining insights from X Factor regarding their methodologies and how their report differed from previous analyses.

Overall, the Council agreed to defer the discussion on the Town Council and Planning Commission Retreat update to the March 6th meeting to allow for adequate preparation and to ensure a comprehensive understanding of the presented materials.

IX. Committee Updates

1. Planning Commission - Planning Commissioner Peter Ginsberg

There was no update due to the council meeting being held after the Planning Commission meeting and had discussed the same items during this meeting as was presented during the Planning Commission meeting.

2. Economic Development Committee - Council Member Severini

Council Member Severini suggested postponing the update from the Economic Development Committee (EDC) in order to prioritize the topics to be discussed. He emphasized the extensive work done by the EDC, including presentations, document creation, and meetings since the last council meeting. Recognizing the significance of the EDC's progress, he proposed scheduling a separate session dedicated to it.

Mayor Rubin supported the idea and suggested organizing a special meeting or incorporating the EDC update into an existing meeting agenda, depending on the readiness for public presentation. He emphasized the critical importance of the EDC's efforts for the Town's development goals and encouraged everyone to dedicate quality time to discuss it thoroughly.

Council Member Gunn concurred, acknowledging the importance of focusing on the EDC's progress and ensuring sufficient time for meaningful discussions.

3. Design Review Committee - Town Planner Thomas Eddington

There were no updates from the Design Review Committee.

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

Council Member Baier provided an update on the Parks, Open Space, and Trails (POST) Committee's recent activities. The Committee held a teleconference on February 13 and a walk-through at the state park on February 23, attended by various stakeholders including resident Brian Cooper, State Park Manager Jason Whittaker, and Nancy O'Toole, a grant writer.

The Committee discussed trail development and maintenance needs at Jordanelle State Park, focusing on writing a grant for a one-mile trail along the park road, maintenance of existing trails, potential access points from Hideout, and updated signage. Preliminary numbers suggested that

1 the Town would need to contribute twenty-five percent (25%) of funds to the project if the grant
 2 were to be awarded. Ms. O’Toole anticipated the Town’s cost would be roughly \$15,000. Council
 3 Member Baier also mentioned the possibility of fundraising activities to offset the Town's
 4 contribution, and Ms. McCosh noted Community Engagement Committee Chair Sheri Jacobs’
 5 willingness to provide opportunities at the Town Summer Concerts, with the first one scheduled
 6 for June 15th.

7 Council Member Baier highlighted the importance of community support for the grant application
 8 and encouraged residents to write letters of support. The requirement was at least five (5) letters
 9 from members of the community.

10 Additionally, discussions with the Committee included winter trail grooming and considerations
 11 for the timing of events such as the State Park’s ribbon-cutting ceremony.

12 Council Member Severini expressed interest in providing support for the project through
 13 individual letters and sought guidance on the content and format of these letters. Council Member
 14 Baier agreed to provide a project summary and sample letter for reference, emphasizing the need
 15 to meet the upcoming grant application deadline.

16 **5. Transportation Committee - Council Member Haselton**

17 Council Member Haselton provided an overview of the recent Jordanelle Town Hall meeting
 18 which focused on transportation, where Caroline Rodriguez discussed the success of High Valley
 19 Transit in Heber and Wasatch County. However, concerns were raised about the timeline for
 20 extending transit services to the SR-248 area and the Jordanelle community, with Ms. Rodriguez
 21 indicating it might take five or six years. Council Member Haselton expressed disappointment
 22 about the delay, considering the tax contributions from Hideout residents.

23 Despite the delay, Council Member Haselton acknowledged the positive impact of Richardson
 24 Flat transit services on Hideout residents, particularly for skiing activities during Sundance. She
 25 proposed sending a letter of support to High Valley Transit and inquired about the funding
 26 mechanism for the transit services. She noted some of the funding was from grants.

27 Council Member Severini questioned whether High Valley Transit was supportive of Hideout's
 28 needs, prompting Council Member Haselton to share her impression that High Valley Transit
 29 officials were receptive to feedback. She also highlighted discussions about potential funding
 30 support for a community center in Hideout.

31 The conversation shifted to updates on the local school situation, with Council Member Haselton
 32 discussing the challenges of establishing a school in Hideout due to low enrollment numbers. She
 33 noted approximately six-hundred (600) school-aged children would need to be residents before
 34 the School District would consider building a school closer to Hideout.

35 Mayor Rubin expressed gratitude to Council Member Haselton for her continued dedication and
 36 efforts for bringing public transportation to Hideout.

37 **X. Closed Executive Session - Discussion of pending or reasonably imminent litigation,** 38 **personnel matters, and/or sale or acquisition of real property as needed**

39 There was no need for a closed Executive Session.

1 **XI. Meeting Adjournment**

2 There being no further business, Mayor Rubin called for a motion to adjourn.

3 *Motion: Council Member Haselton moved to adjourn the meeting. Council Member*
4 *Nadelberg made the second. Voting Yes: Council Member Baier, Council Member Gunn,*
5 *Council Member Haselton, Council Member Nadelberg, and Council Member Severini. There*
6 *were none opposed.*

7 The meeting adjourned at 9:14 p.m.

8
9
10
11 _____
12 Alicia Fairbourne, Recorder for Hideout
13

DRAFT

File Attachments for Item:

1. Consideration of an amendment of the Master Development Agreement (MDA) for Deer Springs allowing short-term rentals in Phases 2B, 4, and 8

Staff Report for Deer Springs – Third Amendment to Deer Springs MDA

To: Mayor Philip Rubin
Town of Hideout Council

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

Re: Deer Springs Subdivision – MDA Amendment

Date: April 11, 2024, Town Council Meeting

Submittals: Third Amendment to Master Development Agreement (MDA) for Deer Springs

The Planning Commission and the Town Council reviewed and approved the initial Master Development Agreement (MDA) with the developer (Nate Brockbank and Holmes Homes) on August 6, 2018. The MDA outlines the agreements between the Town and the developer and address issues such as density allowed, infrastructure requirements, park and trail commitments, design review, etc.

The Town of Hideout approved a First Amendment to the MDA on August 21, 2020 that generally addressed revisions to phasing, park and trail improvements (due prior to recordation of Phase 3; no COs issued for Phase 3 until completion), and improvements to the maintenance building that was donated to the Town.

The Town of Hideout approved a Second Amendment to the MDA on January 12, 2022 that generally addressed the sequencing and phasing of the project as well as the timing of a \$600,000 commitment to the Town.

This proposed Third Amendment to the MDA is a request by the Applicant (Nate Brockbank and Holmes Homes) to allow short-term (nightly) rentals in Phases 2B, 4, and 8 (see the attached Exhibit A – Draft MDA Language – for details).

Note, the Applicants verbally indicated that they would remove the request for Phase 2A to allow short-term rentals in light of public input at the Planning Commission meeting that revealed that buyers were not aware that short-term rentals were being considered as a possible use.

Short-Term (Nightly) Rentals - Background

Subdivisions/Developments that Currently Allow Short-term (Nightly) Rental in Hideout

Short-term rentals are not currently allowed per the Hideout Town Code except for two subdivisions which have been allowed to have short term, or nightly rentals, within Hideout:

- KLAIM, which negotiated for the allowance of short-term rentals in their Master Development Agreement which reads as follows:
 - 9.13. **Use of Dwellings as Short-term Rentals.** Owners may rent their Dwellings as Short-term Rentals provided: (a) they do so in compliance with the Governing Documents; and (b) a short-term rental permit is issued by the County, if required. Owners opting to rent their Dwellings as Short-term rentals are required to use the services of a property management company that is (1) licensed in accordance with state law and local ordinances and (2) approved by the Association to manage Short-term Rentals within the Property. The Board of Directors shall establish the procedures, rules, and regulations for any Short-term Rentals, including check-in, access to Dwellings and common amenities and facilities. The Owner shall at all times ensure the Dwelling is rented in compliance with the Governing Documents and any rules and regulations for the Property.
- Deer Springs Phase 1, which had a plat note which the developer relied upon that allowed short-term rentals, and therefore it was permitted in Deer Springs Phase 1 and Phase 1 amended. The plat notes were ultimately amended as follows:
 1. *The allowance of nightly rentals is only for Phase 1 and Phase 1 amended.*
 2. *Any nightly rentals must be managed by a professional management service with someone who can respond on site within 30 minutes.*
 3. *All nightly rentals require a business license.*

It is worth noting that the Hideout Master HOA Association does not allow short term rentals within the association.

The Current Hideout Ordinance Regarding Short-term Rentals

On September 8, 2022, the Town Council adopted the following ordinance for the areas where short term rentals are allowed:

4.02.010 (Definitions)

SHORT TERM RENTAL: "Short-term rental" means any dwelling or condominium or portion thereof that is available for use or is actually used for accommodation or lodging of guests for a period of less than thirty consecutive days, wherein guests pay a fee or other compensation for said use. Also known as a nightly rental.

4.07 REGULATION OF SHORT TERM (NIGHTLY) RENTALS

4.07.01 LICENSE REQUIRED

It is unlawful to conduct or operate a short-term rental without having obtained a business license therefor.

4.07.02 REGULATIONS FOR SHORT TERM RENTAL

Short-term rentals are required to use the services property management company that is licensed in accordance with State and Local Ordinances and can respond on site within 30 minutes.

4.07.15 SEPARATE VIOLATIONS

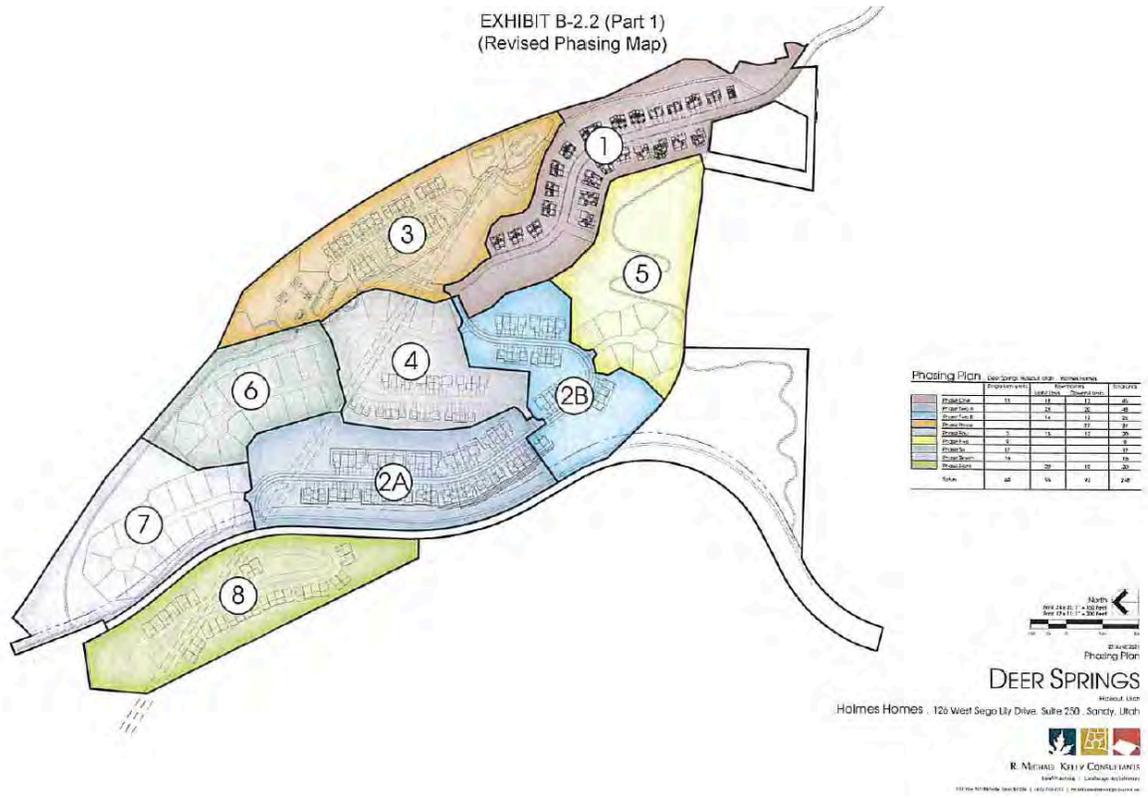
For purposes of prosecution of violations of this chapter, each day that any violation occurs, or that applicable taxes and fees are unpaid, is deemed to constitute a separate violation.

The Applicants' Proposed Third Amendment to the MDA

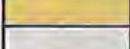
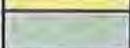
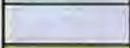
The Applicants would like to have short term rentals in Phases 2A, 2B, 4, and 8. This requires an amendment to the MDA since there is currently no allowance for nightly rentals in the Deer Springs neighborhood. A few things to consider:

- Phases 2A and 2B are already platted and no changes are proposed to the lots, sizes, or configuration.
 1. *Note: The Applicants verbally removed Phase 2A from consideration at the Planning Commission meeting on February 26, 2024.*
- Phase 4 and Phase 8 have not received final subdivision approval.
- Belaview Way and Ascent Drive are the primary throughway roads to connect Shoreline Drive to the Jordanelle Parkway and are included in Phases 1, 2B, and 2A.
- Phase 8 is located across the Jordanelle Parkway and was initially presented to the Planning Commission as the only phase requesting short-term rentals. The proposal for this phase remains similar to the original submittal and is proposed to include:
 1. A change from the originally proposed duplex/townhouse units to cottage units
 2. A commercial pad with vertical buildout for tenant(s)
 3. A clubhouse/community center with a swimming pool
 4. Two (2) affordable/workforce housing units

Current Phasing Map for Deer Springs



Phasing Plan Deer Springs, Hideout, Utah . Holmes Homes

		Single family lots	Townhomes		Total Units
			Uphill Units	Downhill Units	
	Phase One	15	18	12	45
	Phase Two A		28	20	48
	Phase Two B		14	12	26
	Phase Three			27	27
	Phase Four	3	15	12	30
	Phase Five	9			9
	Phase Six	17			17
	Phase Seven	16			16
	Phase Eight		20	10	30
	Totals	60	95	93	248

Estimated Transient Room Tax (TRT) Revenue to the Town

The Applicants had an economic analysis completed by Lewis Young Robertson and Burningham Inc. to determine the financial benefits to the Town if the Town Council were to consider allowing short-term rentals (nightly rentals) in Deer Springs. The Town’s financial consultant, Rob Sant, reviewed this analysis and prepared an assessment that was presented at the last Town Council meeting.

It is staff’s understanding that an updated version of the financial spreadsheet will be presented at the next Town Council meeting.

The Applicants’ Offer to the Town of Hideout

In exchange for the impacts related to the STRs, the Applicants propose to:

- Dedicate some water rights (10-acre feet) to the Town. The average value of one acre-foot of water is approximately \$40,000. This dedication of water has an approximate value of +/- \$400,000.
- In addition, the offer includes an option for the Town to purchase an additional 10-acre feet for \$200k (or \$20,000 per acre foot). This is a discounted cost for the water rights – approximately half of the average value on the market right now.
- Finally, the offer includes the dedication of some additional MIDA funds to the Town. The Applicants shall explain the details of this offer to the Town. As staff understands it, the 30% Property Owner portion of the Development Fund Split would be dedicated to the Town. This will require an amendment to the MIDA / Town of Hideout’s existing inter-local agreement (something that would need to be finalized before the Town can execute an MDA amendment with the Applicants). The Applicants shall confirm if this simplified understanding/explanation is correct.

Planning Commission Recommendation from February 26, 2024

The Planning Commission heard this request for a proposed Third Amendment to the MDA to allow short-term rentals at a public hearing held on February 26, 2024. Approximately ten emails or letters were received from residents of Deer Springs and the community at large requesting the Planning Commission deny the proposal for short-term rentals in Deer Springs Phases 2A, 2B, 4 and 8. In addition, several residents attended the meeting to voice their opposition to short-term rentals in the Town of Hideout.

After a lengthy hearing, and a failed motion to approve the proposed Third Amendment (Phases 2B, 4 and 8), a second motion to approve a revised amendment to the MDA to allow short-term rentals only in Phase 8 (the phase with the proposed cottages that is located across the Jordanelle Parkway) passed unanimously.

Phase 8 had been discussed at prior meetings in 2023 with the Planning Commission. At that time, the Planning Commission recommended the following conditions if approval of short-term rentals was considered:

1. A change from the originally proposed duplex/townhouse units to cottage units
2. A commercial pad with vertical buildout for tenant(s)
3. A clubhouse/community center with a swimming pool
4. Two (2) affordable/workforce housing units

Given that there is a standing recommendation from Planning Commission, staff recommends the Town Council review and consider the adoption of the Planning Commission's recommendation to only allow short-term rentals in Phase 8 of Deer Springs with the conditions outlined above. If approved, this would require the Town and the Applicant to revise the draft language attached as Exhibit A for the Third Amendment.

At the previous Town Council meeting, there was robust discussion regarding possible additional, or possibly different, phases that might also be appropriate for short-term rentals. The Town Council may wish to continue that discussion and hear additional input regarding land use and economic implications relative to this development and short-term rentals.

Exhibit A

The following pages include the proposed draft language for the proposed Third Amendment to the MDA.

Note:

- *This language references Phases 2A, 2B, 4, and 8 as defined (and mapped) areas where short-term rentals would be allowed.*
- *The recommendation of the Planning Commission was to only allow short-term rentals in Phase 8. If their recommendation is adopted by the Town Council, this language shall be updated to reflect the Planning Commission's recommendation and Town Council's adoption. In addition, language allowing cottage type housing must be included in the housing typology table associated with the phasing map.*

WHEN RECORDED, RETURN TO:

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

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT
FOR DEER SPRINGS COMMUNITY**

THIS THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR DEER SPRINGS COMMUNITY (“**Third Amendment**”) is made and entered as of the date set forth below, by and between the Town of Hideout, a Utah municipal corporation (“**Town**”), Holmes Western Deer Springs, LLC, a Utah limited liability company (“**Developer**”), Western States Ventures LLC, a Utah limited liability company (“**Original Developer**” and/or “**Western**”) and Miller Family Real Estate, L.L.C., a Utah limited liability company (“**Miller**”).

RECITALS

A. Original Developer Western and the Town entered into that certain *Master Development Agreement for Deer Springs Community*, which was recorded on August 6, 2018 as Entry No. 454483 in the official books and records of the Wasatch County Recorder; and the Original Developer Western States Ventures, L.L.C., the current Developer Holmes Western Deer Springs, LLC (as “**Owner**”) and the Town entered that certain *First Amendment to the Master Development Agreement for Deer Springs Community*, which was recorded on September 15, 2020 as Entry No. 484657 in the official books and records of the Wasatch County Recorder; and the Original Developer Western States Ventures, L.L.C., the Owner and current Developer Holmes Western Deer Springs, LLC and the Town entered that certain *Second Amendment to the Master Development Agreement for Deer Springs Community*, which was recorded on [REDACTED], 2021 as Entry No. [REDACTED] in the official

books and records of the Wasatch County Recorder, (collectively, as amended, the “MDA”). The MDA governs and encumbers the real property shown on **Exhibit A** attached hereto (“**Property**”).

B. The Original Developer has conveyed the Property to the current Developer. The Original Developer has also assigned its rights, titles, interests, duties, obligations and liabilities to and under the MDA to the current Developer, and the current developer has accepted the assignment and assumed the Original Developer’s duties, obligations and liabilities under the MDA, which assignment has been and/or is consented to by the Town.

C. The Town and Developer desire to amend the MDA by making certain modifications to the terms and conditions thereof. Owner acknowledges and accepts this Amendment as a modification to the terms of the MDA which are binding on the Property.

D. Pursuant to Section 25 of the MDA, the parties can amend the terms of the MDA by means of a written document signed by the Town and Developer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree to the following:

AMENDMENT

1. **Recitals Incorporated.** The foregoing recitals are incorporated into, and made part of, this Second Amendment.
2. **Definitions.** Capitalized terms used in this Third Amendment but not otherwise defined shall have the meaning set forth in the MDA, if a meaning is provided. The following Section is hereby added to, and made a part of, the MDA: “**1.2.23.** The words or phrase “Short-Term Rental”, as used in the MDA, shall have the following meaning: “**Short-Term Rental**’ means any dwelling, home, townhome or condominium or portion thereof that is available for use or is actually used for accommodations of

lodging of guests for a period of less than thirty consecutive days, wherein guests pay a fee or other compensation for said use, and is also known as a nightly rental.”

3. **Short-Term Rentals (also known as Nightly Rentals)**. The following Section is hereby added to and made a part of the MDA: “**4.1.1 Short-Term Rentals (also known as Nightly Rentals)**. (Notwithstanding anything to the contrary in the MDA, the Zoning Ordinance, the Town of Hideout’s Code, the Town’s Vested Laws, and the Town’s Future Laws), the Short-Term Rental land use type, (also known as Nightly Rentals), is, and will be, permitted in Phase 2A, Phase 2B, Phase 4 and Phase 8 of the Project on the Property.”

 4. **Further Compensation – Water Rights**. Subject to Jordanelle Special Service District’s (“JSSD”) acknowledgement of such and issuing a will serve commitment (and/or any and all other required approval, consent, agreement or other requirement of JSSD to effectuate such), Western shall grant, convey, assign and transfer to the Town by a quit-claim deed and an assignment Western’s right, title and interest in and to, and delegate to the Town all of Western’s duties, obligations and liabilities in connection with, the right to supply the demand (of the applicable number of Equivalent Residential Units (“ERUs”)) equivalent to ten (10) acre feet of water (“Water Right Assignment”), which right title and interest is set forth in and based upon the following document(s): **[insert applicable water reservation agreement and/or other applicable documents]** (“Reservation Agreement”). The Town shall accept Western’s grant, conveyance, assignment and transfer (and sign the applicable Water Rights Assignment and any other applicable document(s)), and the Town shall assume and promise to perform all of Western’s duties, obligations, and liabilities under the Reservation Agreement as to the Water Right Assignment.
- At the Town’s option, (which option must be exercised within _____ (___))

calendar days from the full execution of this Third Amendment), and subject to Jordanelle Special Service District's ("JSSD") acknowledgement of such and issuing a will serve commitment (and/or any and all other required approval, consent, agreement or other requirement of JSSD to effectuate such), for and in consideration of the payment of Two Hundred Thousand Dollars (\$200,000) to Western by the Town, Western shall grant, convey, assign and transfer to the Town by a quit-claim deed and an assignment Western's right, title and interest in and to, and delegate to the Town all of Western's duties, obligations and liabilities in connection with, the right to supply the demand (of the applicable number of Equivalent Residential Units ("ERUs")) equivalent to ten (10) acre feet of water ("Optional Water Right Assignment"), which right title and interest is set forth in and based upon the following document(s): [insert applicable water reservation agreement and/or other applicable documents] ("Option Reservation Agreement"). The Town shall accept Western's grant, conveyance, assignment and transfer (and sign the Optional Water Right Assignment and any other applicable document(s)), and the Town shall assume and promise to perform all of Western's duties, obligations, and liabilities under the Option Reservation Agreement as to the Optional Water Right Assignment.

The parties hereby agree to execute such further documents and instruments as may be necessary to effectuate the above referenced (in this section) transfer(s)/assignment(s) of water rights.

5. **MIDA.** Subject to any required approval, consent, justification, recognition, agreement or other requirement of the Military Installation Development Authority ("MIDA") and Master Developer (as defined in the MIDA Agreement) (and/or any other governmental or other person or entity) to effectuate such, Western (and Miller, if applicable) shall grant, convey, assign and transfer to the Town by an assignment

Western's (and Miller's, if any) rights, interest, responsibilities, duties, obligations, covenants and liabilities only to (1) resort community tax collected and (2) sales tax collected pursuant to Chapter 1, Title 63H Utah Code Annotated 1953 ("MIDA Act") and in that certain "Tax Sharing and Reimbursement Agreement" ("MIDA Agreement") between Western States Ventures, LLC and the Military Installation Development Authority, with an Effective Date of July, 7, 2022, including any rights to receive reimbursement funds from only (1) resort community tax collected and (2) sales tax collected pursuant to the MIDA Act and in the MIDA Agreement, (including (1) resort community tax collected and (2) sales tax collected funds from MIDA and/or the Hideout Development Fund and/or the Reimbursement Fund and/or the Western States Ventures Reimbursement Fund as referenced and defined in the MIDA Agreement), pertaining to the Project and Property, including all rights to payments and/or reimbursements for Eligible Expenses (as defined in the MIDA Agreement) pertaining to the (1) resort community tax collected and/or (2) sales tax collected pursuant to the MIDA Act and in the MIDA Agreement ("MIDA Assignment"). To be clear, this MIDA Assignment does not include the assignment of any other rights, interest, responsibilities, duties, obligations, covenants and liabilities other than to (1) resort community tax collected and/or (2) sales tax collected pursuant to the MIDA Act and the MIDA Agreement pertaining to the Project and Property; and, among other thing, this MIDA Assignment does not include the assignment of any rights, interest, responsibilities, duties, obligations, covenants and liabilities to (1) property tax generated or collected and/or (2) use tax collected in accordance with the MIDA Act and in the MIDA Agreement pertaining to the Project and Property. The Town shall: accept the MIDA Assignment and assume all of Western's (and Miller's, if any) rights, interests, responsibilities, duties, obligations, covenants and liabilities only to (1) resort

community tax collected and (2) sales tax collected pursuant to the MIDA Act and in the MIDA Agreement pertaining to the Project and Property; agree to be bound by the terms and conditions of the MIDA Agreement; and covenant to duly keep, observe and perform all of the terms, conditions and provisions of the MIDA Agreement that are to be kept, observed and performed by Western (and Miller, if any) thereunder. The MIDA Assignment shall also include a provision stating that Western (and Miller, if applicable), shall be released from all obligations under the MIDA Agreement as to (1) resort community tax collected and (2) sales tax collected pertaining to the Project and Property.

To the extent necessary, Western (and Miller, if applicable), shall also consent and agree that MIDA may amend the Hideout Interlocal Agreement (as defined in the MIDA Agreement) to provide that (1) resort community tax collected and (2) sales tax collected from the Western States Ventures Hideout Property (as defined in the MIDA Agreement) pursuant to the MIDA Act may be placed in the Municipal Services Fund (as defined in the MIDA Agreement) instead of the Development Fund (as defined in the MIDA Agreement) as set forth in that Hideout Interlocal Agreement.

The parties hereby agree to execute such further documents and instruments as may be necessary to effectuate the above referenced (in this section) MIDA Assignment.

6. **Term of Agreement.** The first sentence of Section 5 of the MDA is hereby deleted and replaced with the following sentence: “The term of this MDA shall be until December 31, 2033.”
7. **Approval by Town Council.** This Third Amendment was approved by the Town Council on [REDACTED], 2023.
8. **Scope of this Third Amendment.** Other than as specifically amended herein by this Second Amendment, the terms and conditions of the MDA shall remain in full force and

effect.

[End of Amendment. Signatures Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of this _____ day of _____, 202__.

ORIGINAL DEVELOPER
Western States Ventures, LLC

Town of Hideout TOWN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OWNER AND CURRENT DEVELOPER
Holmes Western Deer Springs, LLC

Miller Family Real Estate, L.L.C.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to
form:

Attest:

Town
Attorney

Town Clerk

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

On the _____day of _____, 202__, personally appeared before me _____who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a Utah municipal corporation, and that said instrument was signed in behalf of the Town by authority of its governing body and said Mayor acknowledged to me that the Mayor executed the same.

NOTARY PUBLIC

WESTERN ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the _____day of _____, 202__, personally appeared before me _____who being by me duly sworn, did say that he is the manager of Western States Ventures, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

MILLER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the _____day of _____, 202__, personally appeared before me _____who being by me duly sworn, did say that he is the manager of Miller Family Real Estate, L.L.C., a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the _____day of _____, 202__, personally appeared before me _____who being by me duly sworn, did say that he is the manager of Holmes Western Deer Springs, LLC , a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT A
(Legal Description)

Town of Hideout – General Fund Five Year Plan – No Growth Assumptions *

Item # 1.

1. No growth – no building permits, annexations or new subdivisions.
2. Building permits in FY24 will result in new Certificates of Occupancy (CO's) in FY25 - additional taxes for FY25 only. Minimal new CO's in FY26
3. Continued utilization of MDA Revenue through FY27 (\$108k/year)
4. Continued utilization of Class C Road Funds (\$150k/year).
5. Same level of service from Ardurra and Integrated Planning for town engineering and planning (increase review of future annexations).
6. Status quo on nightly rentals.
7. Street expense remains same as prior years including \$150k for street repairs/maintenance (reduced from \$322k due to catch up costs in FY24).
8. No parks and recreation expense.
9. Legal cost similar to prior year averages (FY23 was an anomaly).

* This is a no-growth model only – the Town has active business permits being issued and new subdivisions being developed. The Town does not foresee any change to current growth models.

Town of Hideout – General Fund

Five Year Plan – No Growth Assumptions (cont'd) *

10. Elimination of various growth related personnel – 3 part time employees.
11. Excess time of retained personnel, that supported growth based on a percent of their time, will be utilized for projects and ongoing activity.
12. Inflation and COLA at 4%.
13. Town engineering will be outsourced
14. Town will employ eleven full and part time employees:
 - Nine full-time employees:
 - 6 Public Works – 1 new in FY24 and 1 new in FY25
 - Administrator, HR and Legal
 - City Recorder
 - Finance
 - Two part-time employees:
 - Public Works
 - Treasurer

* This is a no-growth model only – the Town has active business permits being issued and new divisions being developed. The Town does not foresee any change to current growth models.

Town of Hideout – General Fund Five Year Plan - No Growth Financials *

Item # 1.

Town of Hideout - General Fund 5 Year Plan: As-Is with No New Growth/Development						
Operating Income	FY24	FY25	FY26	FY27	FY28	FY29
Taxes	\$671,265	\$745,543	\$782,679	\$813,933	\$846,437	\$880,241
License and Permits	\$685,881	\$110,257	\$110,348	\$110,442	\$2,539	\$2,641
Miscellaneous Revenues	\$160,390	\$78,432	\$50,964	\$33,496	\$33,530	\$33,565
Contributions & Transfers	\$189,843	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Operating Income	\$1,707,380	\$1,084,234	\$1,093,991	\$1,107,871	\$1,032,507	\$1,066,448
Operating Expense						
Salary/Wages/Benefits	\$566,138	\$540,545	\$562,166	\$584,653	\$608,039	\$632,361
Administration	\$95,029	\$98,830	\$102,783	\$106,894	\$111,170	\$115,617
Professional Services	\$557,601	\$391,516	\$407,176	\$423,463	\$440,402	\$458,018
Public Safety	\$92,003	\$95,683	\$99,510	\$103,490	\$107,630	\$111,935
Streets	\$468,184	\$277,983	\$281,542	\$285,244	\$375,094	\$379,098
Parks and Community Development	\$58,072	\$3,273	\$3,404	\$3,541	\$3,682	\$3,829
Debt Service	\$38,924	\$39,189	\$39,189	\$39,189	\$39,189	\$39,189
Operating Expense	\$1,875,951	\$1,447,018	\$1,495,772	\$1,546,475	\$1,685,206	\$1,740,047
As-is Surplus/Deficit	(\$168,571)	(\$362,785)	(\$401,780)	(\$438,604)	(\$652,700)	(\$673,599)

* This is a no-growth model only – the Town has active business permits being issued and new subdivisions being developed. The Town does not foresee any change to current growth models.

File Attachments for Item:

1. Announcement of the annual 2024 Jordanelle Community Clean Up day

JORDANELLE COMMUNITY CLEAN UP

Item # 1.



**SUNDAY
APRIL 28TH
10AM TO 12PM
(JOIN US FOR LUNCH AFTER)**



It's that time of year again...join us for our Annual Jordanelle Community Clean-Up Day!

Sign up online to participate. Trash bags and a map of dumpster locations will be distributed at 10am at the Retreat Clubhouse and Hideout City Office on April 28th!

Return around 12:00pm to the Retreat at Jordanelle for a sponsored lunch and socializing with neighbors.

Call or Text Nikki Keye at 435-655-1612 for details and questions.
More Information and sign up online at www.thejordanelle.com/cleanup

sponsored by:

KEYE TEAM

kw PARK CITY KELLERWILLIAMS. REAL ESTATE

Builders
FirstSource



LEGACY
mutual mortgage

Ace Allak & Team
NMLS #381546



File Attachments for Item:

2. Presentation from the Economic Development Committee regarding the town-owned land at the entrance at Ross Creek

The Town of Hideout Project & Economic Development Process and Framework

Town of Hideout Economic Development Process and Framework– (What this document IS and what it is NOT)

Item # 2.

- This document is a procedural and framework document that outlines a proposed process to conduct the town of Hideout's project planning and economic development process. As such this is a living document and subject to change, additions, and modifications to any process described herein.
- This document does not supersede or supplant any provision(s) of the Town Ordinances or Code or the discretion of the Mayor, Town Council, Town Administrator, or Planning Commission but should be conducted in accordance and in a complementary fashion to any relevant ordinances and governing bodies.
- As a matter of sound governance, this framework should be reviewed every two years or as purpose prevails as to update the policy for exigent development opportunity situations.

Town of Hideout Economic Development Process and Framework– Executive Summary (pg. 1)

Item # 2.

- The Town of Hideout has several involved parties to help organize various projects that are being considered for the economic development of the town.
- Initial inquiries about development opportunities should go through the Town Administrator's office.
 - Town Administrator would be first official point of contact and could provide some explanation to prospective developers about the project.
 - Provide developers the developer's information deck
- Town Administrator engages with the EDC to assist in getting the development process started.
- Initial work is conducted by the **Economic Development Council** ('EDC') (which is a committee of Town volunteers).
 - EDC prepares and distributes RFIs/RFPs to potential project developers.
 - EDC collects and reviews the submitted RFIs/RFPs from developers.
 - EDC analyzes the proposals, initiates dialogues with developers, and eventually recommends a project on **land use, aesthetic and financial considerations** that best represent the project's goals.
 - EDC recommendations are recommendations and are not binding to the Planning Commission or Town Council ultimate decisions.

Town of Hideout Economic Development Process and Framework– Executive Summary (pg. 2)

Item # 2.

- The **Planning Commission** ('PC'):
 - The Planning Commission shall have such powers, functions and perform such duties as prescribed by Utah Code, Title 10, Chapter 9a, and any further amendments of or supplements to which may hereafter be enacted. The Planning Commission shall also have such powers and functions and perform such other duties in connection with the planning and zoning of the town as may hereafter be prescribed by any ordinance.
 - Planning commissions serve an advisory role in planning and development approval processes, providing recommendations that influence approvals processes for developments, land use plans, and infrastructure investments, among other duties.
- The **Town Council** ('TC') **reviews and approves** all projects on behalf of the Town's citizenry:
 - The town council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law.
 - The Town Council exercises the legislative powers of city government, including adopting the annual City budget, ordinances, and resolutions; setting appropriate tax levies; establishing sewer and water rates; setting other general tax and service rates.
 - Other responsibilities for City Council Members include introducing legislation, setting City policy, and giving advice and consent on appointments made by the mayor to City boards, commissions and departments.
 - Link : https://le.utah.gov/xcode/Title10/Chapter3B/C10-3b-P4_1800010118000101.pdf

Town of Hideout Economic Development Process and Framework– Executive Summary (pg. 3)

Item # 2.

- The **Mayor of Hideout** acts as an advocate for the town's projects and weighs in on development projects as they are presented.

General Outline of Town of Hideout Project Management Process

Item # 2.

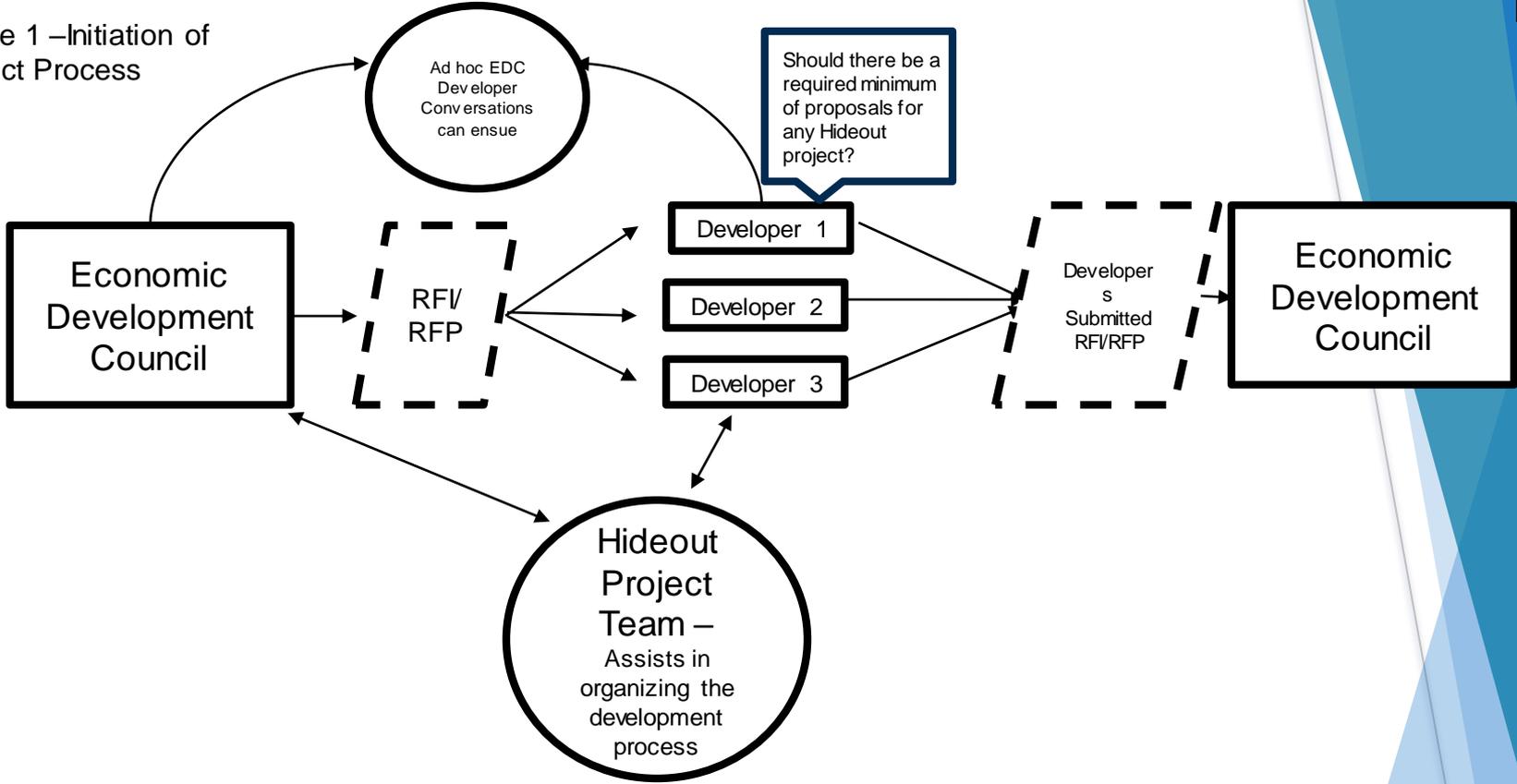
1. Town Administrator receives inquiries, distributes RFIs/RFPs to prospective developers, and works with the EDC to begin the Economic Development Process with prospective projects.
2. The EDC or someone within the EDC prepares an RFI/RFP: where an overall vision and requirements of the project are shared in the RFI/RFP
 - **Description of Project** (including the type of development (residential, commercial, mixed-use, Hotels, Hotel (yes or no), amenities, commercial, residential or mixed use, water sourcing, etc.)
3. Developers respond to the RFI/RFP based on requirements and provide preliminary economic information back to the EDC. The EDC will provide the details, format and specific information required (including select financial information the overall financial health of the developer for example)
4. Based on the RFI/RFP and its analysis, the **EDC provides written and/or verbal feedback along with a** recommended plan of action based on developer submissions and forwards to the Planning Commission.
5. The **Planning Commission** (PC) reviews the developer's submissions and EDC recommendations and votes on the RFI/RFP submission.
6. Planning Commission votes and forwards the proposal to the **Town Council** for a yea/nay vote by the Town Council on the proposal.
7. Post project approval entails developers and town committees agreeing to terms, conditions and schedules to initiate and keep project moving on reasonable time-tables. The Town Council and Planning Commission establish contractual terms, conditions and timetables with the winning developer.

8. **A Hideout Project Team ('HPT') is formed to oversee specific projects in front of the Town.** Specific responsibilities and duties with respect to the project are suggested on Slide 13.
9. **Following the town's established procedures, The Town Council** reviews each proposal and invites the top [x] Developers to a formal town council meeting to discuss project.
10. **Town Council** awards the project to one Developer.
11. **Mayor/Town Administrator** informs the winning Developer.
12. **Post Approval Process:** The specifics of the post approval process, who is involved and oversees the project on behalf of the Town needs to be nailed down. Terms and conditions (curing of any breaches to the contract should also be explicitly laid out in the terms and conditions of the developer agreement. To the extent possible the Town should also be very clear and direct in signed agreements when it comes to breaches of contract and actions taken to cure them.
13. Who or what governing body is responsible for ensuring the integrity of the project and its schedule? What recourse does this person or body have when it comes to this process?

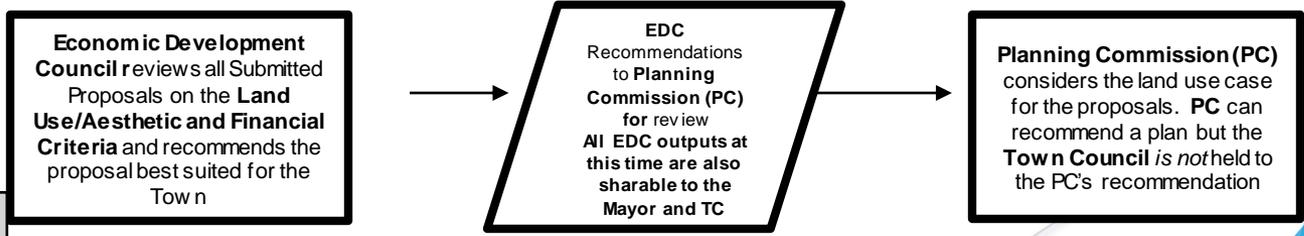
EDC Project Process

Item # 2.

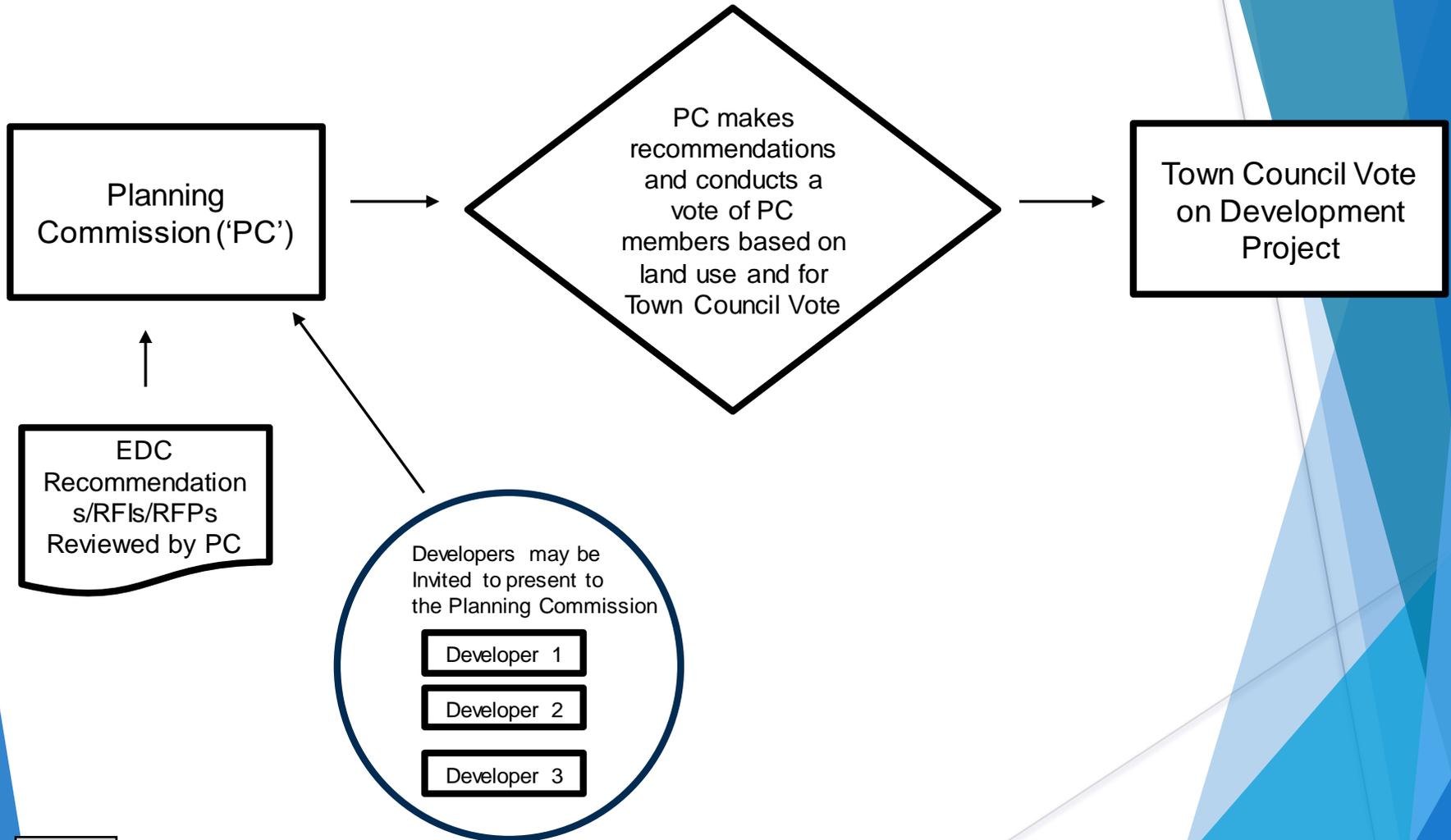
Phase 1 –Initiation of Project Process



Phase 2 – EDC provides recommendation to Planning Commission for their process

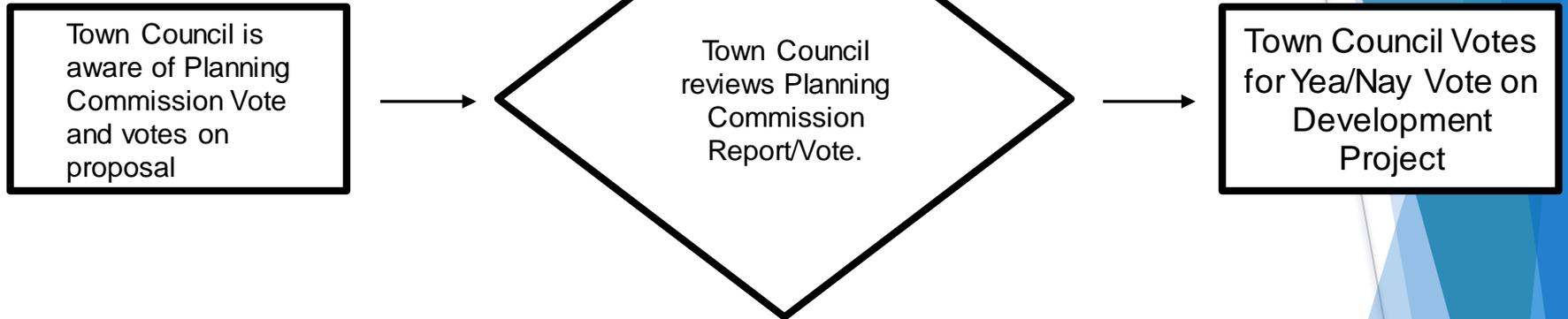


Planning Commission Project Process



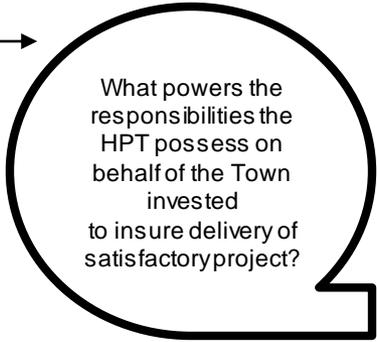
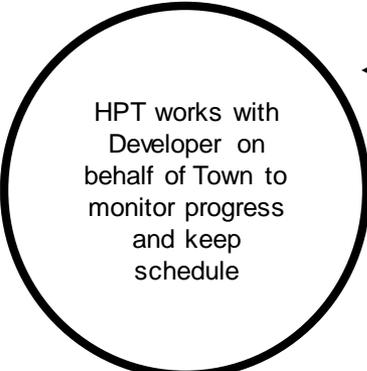
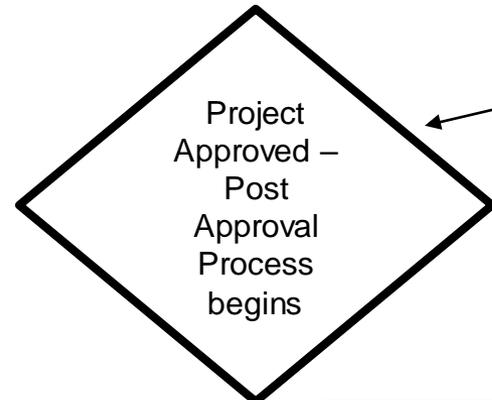
Town Council Project Review and Approval Process

Item # 2.



Town Council Project Review and Approval Process

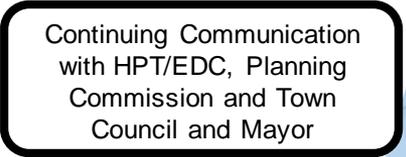
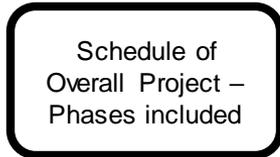
Phase 2 – Post Approval Follow Through



Post approval, the EDC may serve best by being in an advisory business and marketing role, versus in a process monitoring role which the town engineer and others serve.



This is where we need additional process, and scheduling awareness. The execution of the project plan is what matters most



Economic Development Council, Planning Commission, Town Administrator and Town Council Project Responsibilities

Item # 2.

1. The **Economic Development Council** ('EDC') reviews all submitted developers' proposals and considers the merits of the proposals from both *the aesthetic and financial perspective* in arriving at their recommended proposal.
2. The **Planning Commission** (PC) reviews the proposed project from a land use perspective.
3. **Town Administrator** is the initial contact on behalf of the Town for Town Projects. The Town Administrator also reviews the proposed project from a process and procedure perspective.
4. **Town Council** reviews the proposed project from an overall qualitative, land use and economic perspective and gives the proposal a yea/nay vote on those merits.
5. **Hideout Project Team – HPT** is discussed in the next few slides.

The Hideout Project Team

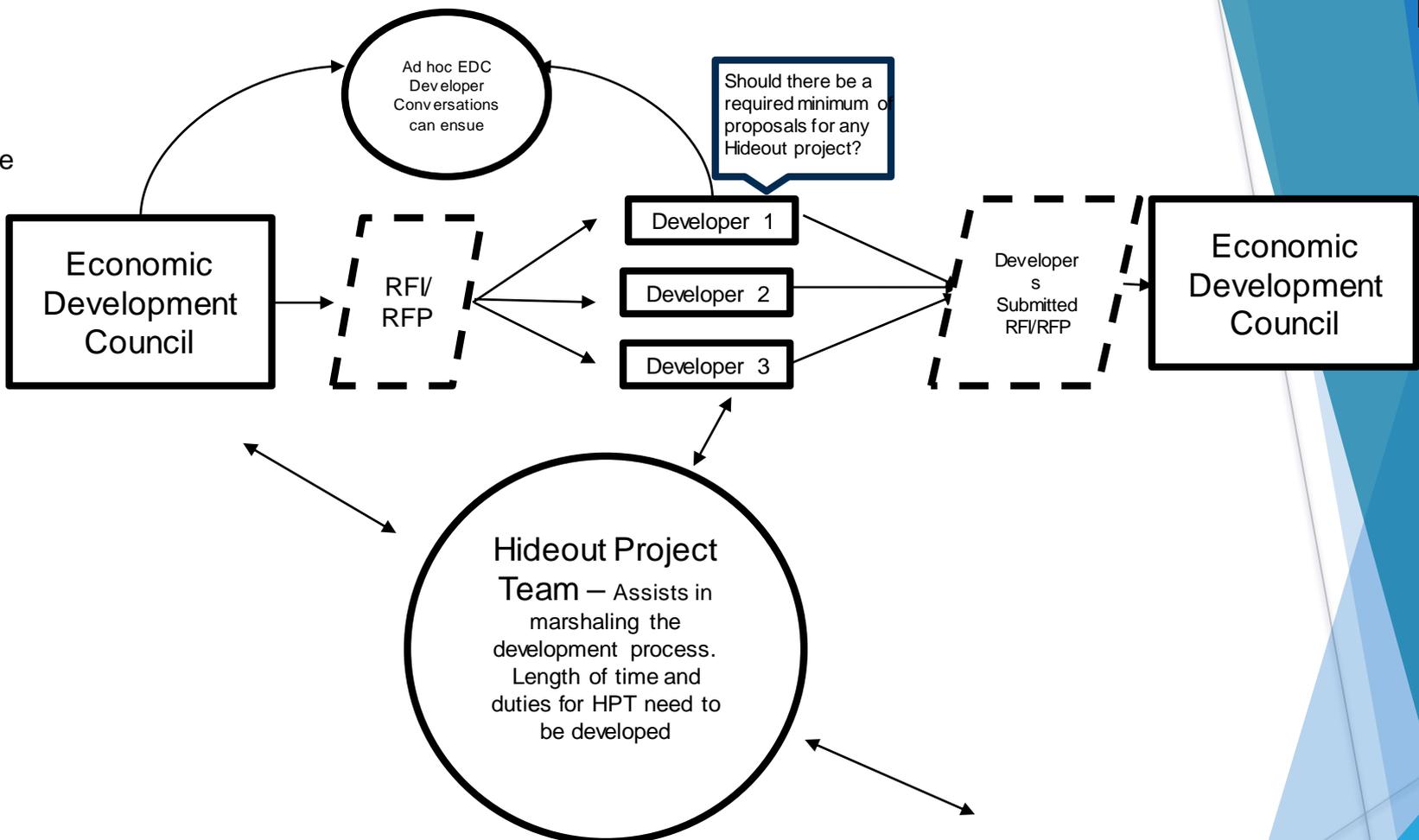
Item # 2.

1. The Town Council and Planning Commission compose a **Hideout Project Team** ('HPT') for each project being proposed by the town for consideration to help assist in coordinating any particular project in front of the town.
2. The HPT Consists of at least:
 - 1 member of the Planning Commission
 - 1 member of the Economic Development Council
 - 1 member of the Town Council
 - 1 member of the Town's Finance team
 - 1 member of engineering/public works
 - Town Administrator (as time allows)
 - Town Planner
3. The Hideout Project Team's mission is to communicate with potential developers, to develop a roadmap for the developers, to help keep both the Town and developers on time and on schedule (which includes meetings, submissions and follow ups).
4. An open question: Once the developer and the project are chosen does the HPT persist and actually stay in tact and act as a functioning body on behalf of the town? If so there needs to be clear boundaries and responsibilities laid out explicitly as to the HPT's role and its duration.

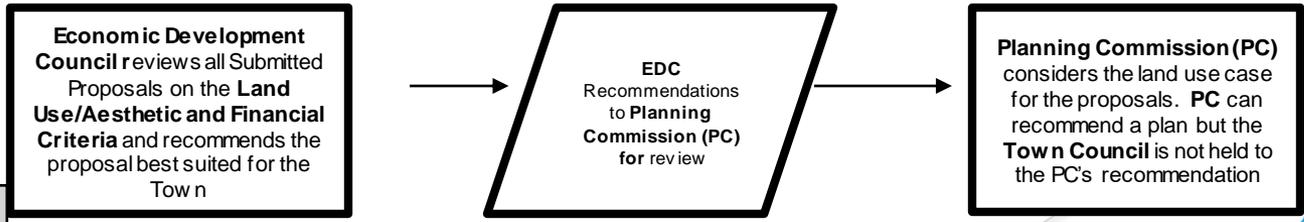
EDC Project Process

Item # 2.

Phase 1



Phase 2



Hideout Project Team Responsibilities

Item # 2.

Hideout Project Team

– Assists in
marshaling the
development
process

The HPT Personnel Composition:

- 1 member of the Planning Commission
- 1 member of the Economic Development Council
- 1 member of the Town Council
- 1 member of the Town's Finance team
- 1 member of engineering/public works
- Town Administrator (as time allows)

The HPT Engagement Model and Responsibilities:

- Assist in review of developer plans
- Communication liaison to all developers and town personnel involved in Hideout Projects (EDC/PC/TC/Mayor) etc...
- What are the ongoing responsibilities of the HPT? Don't forget everyone is a volunteer and prescribing too much time and turning this into a full time job will not augur well for the Town.
- Make this a constructive and efficient body that really enhance the town's relationships with developers and gets the town's priorities straight.
- Create a defined, consistent and well governed process that is reusable in projects that will follow. Consistency and clarity for everyone involved are our allies in this pursuit.

1. **Standard RFI/RFP with the following (including minimum number of prospective submissions based on project):**
 1. General description of the project
 2. Clear description of type of project, residential, commercial or mixed use
 3. Requirements associated with the project within the general description of the type of project. For example, mixed use, commercial, residential. Is there a requirement for a Hotel for example or commercial use space etc....
 4. A clear analysis of funding, financing and financial resources devoted towards the project including source of funds and proposed phased development plan with approximate timelines. EDC should define required terms associated with the financial aspect of the RFI/RFP.
 5. EDC can have follow-up meetings with developers who submitted for clarification on details of proposals
 6. RFP/RFI is posted to Town Website with a link In the Town Newsletter
2. **RFIs/RFPs submitted** must be complete with all required sections filled out and answered.
3. **RFIs/RFPs are reviewed by EDC** (for overall completeness) and **Town Planner** (for technical completeness)
4. **RFIs/RFPs are considered and finalized with recommendations** by the EDC to the Planning Commission.

5. **Town Council reviews each proposal and can invite the top two/three Developers to a formal town council meeting to discuss project.**
6. **Town Council awards the project to one Developer.**
7. **Mayor/Town Administrator informs the winning Developer.**
8. Submitted RFIs/RFPs are archived and are documented.
9. The Winning Developer will **construct a project development plan, with timelines, phased development if any, and other pertinent details.** The HPT will coordinate and assist in the process as far as administrative and governance protocol and keeping on pace to deliver the project on time and on budget.
10. **All documents will be archived on a secure town resource to insure proper review and an archived and auditable trail.**

Suggested List of Materials Needed to Provide Prospective Developers Hideout Projects and Planned Developments

Item # 2.

1. If the property is Town Property being considered for development then provide the following:
 - a. Legally defined survey of property (formally spelled out boundaries, etc)
 - b. Topographical Survey of property
 - c. Geotechnical (Soils) report of property
 - d. Other?
 - e. Other?
2. Private Land Developments: paid for by developer?
 - a. Legally defined survey of property (formally spelled out boundaries, etc)
 - b. Topographical Survey of property
 - c. Geotechnical (Soils) report of property
 - d. Other?



Hideout The Ross Creek Development Opportunity



Jewel of the Wasatch Back



Phil Rubin
Mayor

Hideout Ross Creek Team



Ralph Severini – Councilman



JD Cronin – Economic Development Comm



Jonathan Gunn – Councilman



Katie Shepley – Economic Development Comm



Jan McCosh – Town Administrator

- Anthony Matyszczyk – Planning Commission Chair
- Thomas Eddington – Town Planner

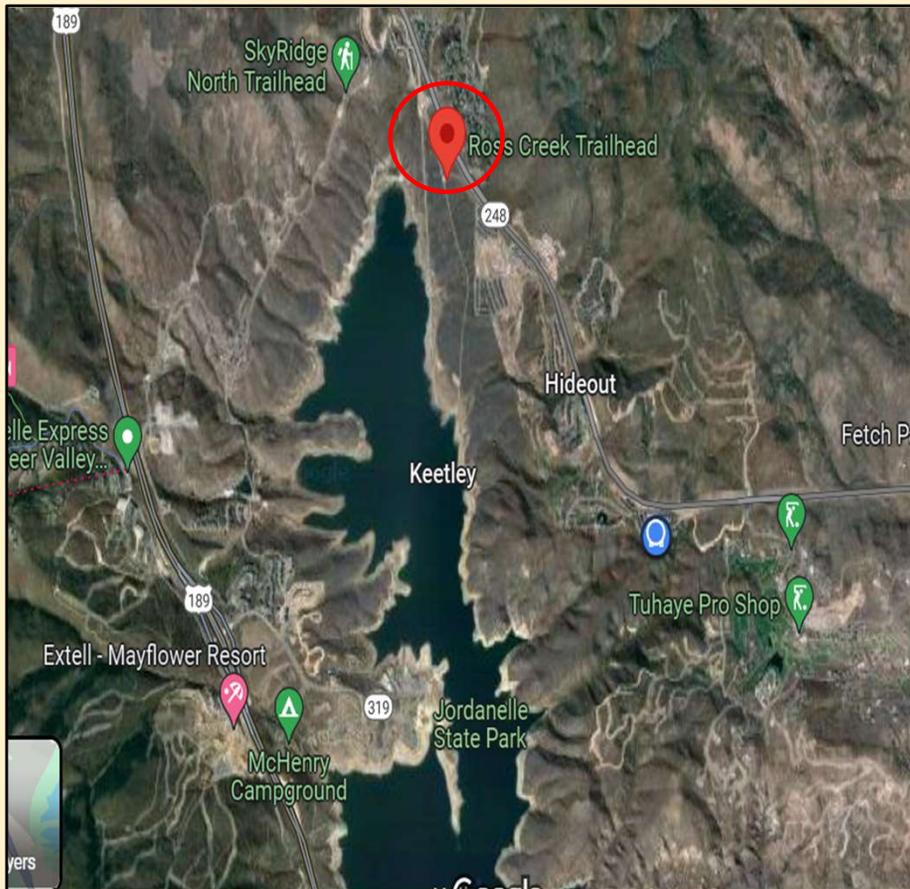
Jewel of the Wasatch Back

Items Covered in this Presentation Deck

- What Hideout is seeking and location of Hideout-owned property
- Town survey results on amenities desired
- Zoning that can be employed at Ross Creek for the benefit of the developer and town
- Adjoining Wasatch County recreation and Jordanelle State Park
- Income analysis and demographics of contiguous areas (Park City & Summit County)
- Wasatch County demographics and growth
- Why Hideout
- Q&A
- Additional Materials
 - Photos
 - Maps
 - Detail on economics and demographics etc

Jewel of the Wasatch Back

Hideout seeks an experienced commercial developer for a long-term relationship focused on mutually beneficial economic, social, and recreational outcomes.



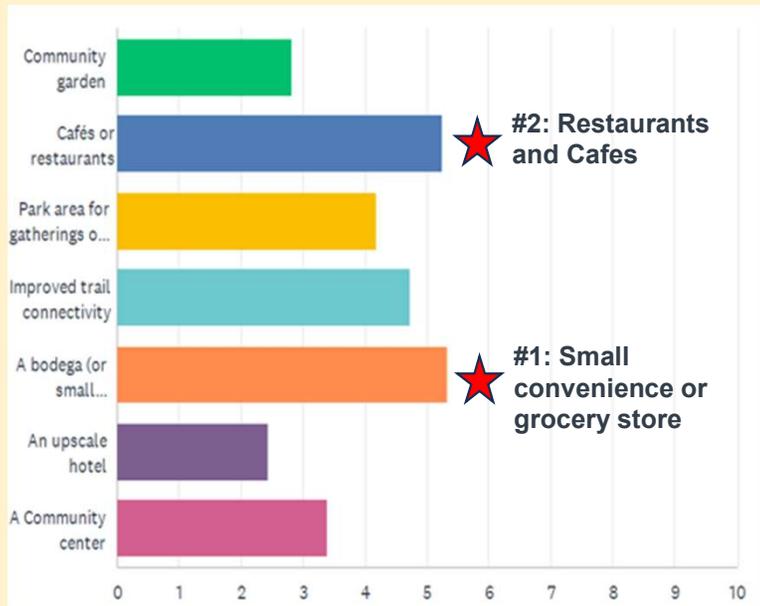
Hideout is seeking an experienced developer to partner with the Town to create a flagship commercial mixed-use development in a truly stunning location. The Town also seeks to showcase these commercial amenities to attract neighboring communities and tourists.

Hideout-owned 10+ acre site includes:

- One of a kind, breathtaking views of the Jordanelle Reservoir, Deer Valley's Bald Mountain and the Timpanogos.
- Ideal, easily accessible location adjacent to the Ross Creek Entrance to the Jordanelle State Park.
- Less than 10 miles to Deer Valley East Resort, Ross Creek Trailhead and Downtown Park City.
- Proximity to numerous surrounding communities.

Jewel of the Wasatch Back

The Town survey (2022) indicates commercial development as the top priority for Hideout



Survey comments

- We need grocery, restaurant, gas station and other service options.
- Start planning to create a town with amenities like grocery, charging stations, restaurants, parks, etc, similar to Park City.
- Need a gas/EV charging station, liquor store, coffeeshop, restaurant/takeout.
- Basic services like grocery, pharmacy and gas should be the priority which would generate needed revenues.
- Need to prioritize development to provide income and promote outdoor lifestyle.
- Shops, amenities, conveniences for residents
- Create some commercial development to increase tax revenue and businesses to go to for the residents.



Jewel of the Wasatch Back

Neighborhood Mixed Use Zone Designation is ideal for commercial development

Land Uses			
Commercial		Residential	
Big Box Retail	C	Accessory Structure	
Convenience Store (no drive-through support)	P	Affordable Housing Development	C
Day Care Centers	P	Cluster Development	
Equestrian Facilities	C	Condominiums	P
Fitness / Wellness Center	C	Condominium Hotel	C
Gasoline, Retail	C	Multiple Family Unit	P
Golf Course and Related Services		Short-Term Rental (< 30 days)	C
Grocery	P	Single Family Attached (Townhome)	
Health Care Facility		Single Family Detached	
Hotel	P	Timeshare (Shared Ownership Facility)	
Kiosks and Street Vendors		Community	
Maintenance Facility	P	Amphitheatre	C
Meeting Facilities	P	Church or Worship Center	C
Office	C	Community Center	P
Personal Services	C	Private Residence Clubs	P
Recreational Facilities	C	Public Building	C
Restaurant (with Drive through support)	C	Public Services Facility	C
Restaurant	P	School	C
Retail	C	Swimming Pool / Bath House	
Service Station		P = Permitted	
Storage Facility		C = Conditional	
Theater	C	Blank = Not Permitted	

The **Neighborhood Mixed Use Zone** is established to provide areas for public, retail and commercial facilities that serve the immediate needs of Town residents and situated within an environment, which is safe and aesthetically pleasing. The intent is to have a mix of building styles and heights, etc. Mixed use building heights up to 52 feet. (12.16.02 purpose)



Jewel of the Wasatch Back

Wasatch County is well known for its many recreational opportunities...

❖ Several state parks in Wasatch County:

- ✓ Jordanelle State Park has the third highest visitation of any Utah State Park with 233,000 visitors in 2022.
- ✓ The Wasatch Mountain State Park is ranked the tenth most visited state park in Utah.



Parks and Trails



Golf Courses

- ❖ There are 10+ golf courses in easy driving distance, from Park City Municipal to 2 public in Midway, a number of private or semi-private courses, and the Tiger Woods course about to be developed in the area.



Water sports



Leisure boating

- ❖ Boating and water sports are available on the Jordanelle including sailing, water skiing, kayaking, paddle boarding, fishing, and wind surfing. Hiking and horseback riding are also common activities on the Jordanelle trails.

Jewel of the Wasatch Back

Park City/Summit County is one of many very affluent surrounding communities that would utilize Hideout’s commercial amenities

Household Income Analysis									
2020	Park City		Summit County		Utah		United States		
Household Income <\$15,000	281	8.6%	590	3.9%	70,818	6.9%	13,017,162	10.3%	
Household Income \$15,000-\$24,999	136	4.2%	544	3.6%	67,760	6.6%	11,075,245	8.8%	
Household Income \$25,000-\$34,999	143	4.4%	945	6.3%	79,310	7.7%	10,966,334	8.7%	
Household Income \$35,000-\$49,999	212	6.5%	1,186	7.9%	122,039	11.9%	15,355,728	12.2%	
Household Income \$50,000-\$74,999	454	13.9%	1,999	13.3%	208,118	20.3%	21,754,456	17.3%	
Household Income \$75,000-\$99,999	297	9.1%	1,599	10.6%	154,529	15.1%	15,916,453	12.6%	
Household Income \$100,000-\$149,999	524	16.1%	2,470	16.4%	190,231	18.6%	19,324,523	15.3%	
Household Income \$150,000-\$199,999	277	8.5%	1,595	10.6%	69,958	6.8%	8,675,469	6.9%	
Household Income \$200,000+	940	28.8%	4,126	27.4%	62,342	6.1%	9,996,846	7.9%	
Median Household Income	\$107,596		\$110,022		\$69,208		\$62,203		
Average Household Income	\$159,062		\$156,218		\$89,459		\$90,054		
Per Capita Income	\$60,041		\$55,385		\$28,197		\$34,136		

Source: ESRI; Compiled by NKF

Park City draws in over 4 million average annual visitors - In the winter over 2.6 million and in the summer over 1.4 million

Park City is nation’s second-most wealthy “micropolitan area”

Average nightly visitor spending ranging from \$100 to \$350

Sundance Film Festival draws 125k+ visitors

Deer Valley Resort (Dec. 2023) named No. 1 Ski Resort in the World (Travel +)

New Deer Valley East anticipated to accommodate an additional XXX

2034 Winter Games on the horizon



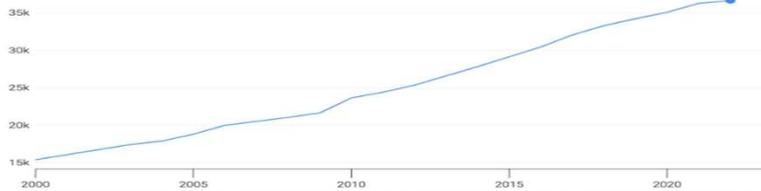
View from Ross Creek

Jewel of the Wasatch Back

Wasatch County's growth has been significant since the early 2000's. Hideout's growth has exceeded expectations over the past four years – growth rate (needs more / update)

		Y-o-Y Change
Average Household Income	\$144,674	10.3%
Median Household Income	\$97,697	4.9%
People below Poverty Level	1,929	11.2%
People above Poverty Level	37,278	2.3%
		Y-o-Y Change
Occupied Housing Units	12,312	0.3%
Owner Occupied	9,544	3.7%
Renter Occupied	2,768	-9.9%

Wasatch County, UT population from 2000 to 2022
 Wasatch County had an official estimated population of 36,619 on July 1, 2022



Jordanelle State Park at Ross Creek

1. Hideout's growth over the past four years..... (we should show the growth of Hideout)
2. Adults in Wasatch county are more likely to be college graduates than adults across Utah and the United States, corresponding with relatively high household incomes
3. The number of households in Wasatch County increased at an average annual rate of 4.4 percent between 2010 and 2020. In comparison, the number of households increased at an average annual rate of 1.9 percent statewide.

Jewel of the Wasatch Back

Why Hideout...

1. The Hideout area represents a **high income, high net worth, high growth market** for development with some 20,000 homes expected to be built in the surrounding area over the next several years.
2. Hideout will benefit from a **robust population growth** due to a high quality of life - Hideout is exceeding 10%+ growth (75-100 new doors per year)
3. As indicated by surveys, there is a **strong desire and need in Hideout** and other local residents for restaurants, retail and related commercial services
4. Hideout wants and needs a flagship commercial development and has the **ideal location (10+ acres overlooking the Jordanelle Reservoir)** for development.
5. Hideout has rebuilt its **zoning laws to be attractive** to commercial partners and developers and will negotiate around and be flexible putting together a deal that benefits everyone.



6. MIDA adds **tax increment financing** – 10+ acres comes with the TIF
7. Hideout's elected officials have been stable (5 of 6 in office for 4+ years) and **committed to responsible commercial development.**
8. Hideout has an Economic Development Committee (EDC) focused on identifying and **partnering with developers** that will build commercial businesses with the town.
9. **Tourism is likely to increase** in the region as economic conditions remain strong nationally and evidenced by the development of Mayflower/Deer Valley East Resort.

The Jewel of the Wasatch Back

Thank You Q&A



Contacts – Ross Creek Committee

Jan McCosh – Town Administrator

Ralph Severini – Councilman, EDC and Ross Creek Committee Lead

Jonathan Gunn – Councilman and Ross Creek Committee member

Anthony Matyszczuk – Planning Commission Chair and Ross Creek Committee member

JD Cronin – EDC and Ross Creek Committee member

Katie Shepley – EDC Committee and Budget Committee Lead

Thomas Eddington – Town Planner

The Jewel of the Wasatch Back

File Attachments for Item:

3. Consideration of approval of a Franchise Agreement between Comcast of Wasatch Inc. and the Town of Hideout

FRANCHISE AGREEMENT
BETWEEN
THE CITY OF HIDEOUT
AND
COMCAST OF WASATCH, INC.

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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. (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 such poles, 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.

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, poles, 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 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.

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 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 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. Aerial and Underground Construction.

At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment; however, related ground-mounted appurtenances, such as customer taps, line extenders, system passive devices, amplifier, power supplies, pedestals, or other related equipment, must be placed in accordance with the Grantor's applicable code requirements and rules.

3.2.7. Undergrounding and Beautification Projects.

In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

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.

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 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 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.

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. The Franchising Authority agrees to treat any 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 be 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

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 _____, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of _____, 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 Comcast _____:

By: _____

Name: _____

Title: _____

Date: _____

File Attachments for Item:

5. Consideration of adopting Resolution 2024-R-XX prohibiting fireworks within the Town of Hideout during the 2024 year

RESOLUTION #2024- R - ____

RESOLUTION FINDING HAZARDOUS ENVIRONMENTAL CONDITIONS AND RESTRICTION OF FIREWORKS WITHIN ALL PORTIONS OF HIDEOUT

WHEREAS, Utah Code §53-7-225, prohibits the discharge of Class C common state approved explosives (fireworks) except around certain holidays including beginning on July 2 and ending on July 5, and beginning on July 22 and ending on July 25;

WHEREAS, Utah Code § 15A-5-202.5(1)(b) allows municipalities to “close a defined area to the discharge of fireworks due to a historical hazardous environmental condition” if the “historical hazardous environmental condition has existed in the defined area before July 1 of at least two of the preceding five years;”

WHEREAS, the Hideout City Council (“Council”) finds that Hideout, throughout all areas, contains innumerable mountainous, brush-covered, forest covered, and dry grass-covered areas which historically and, for at least two of the preceding five years before July 1st, are in an extremely flammable condition;

WHEREAS, if existing or historical hazardous environmental conditions exist within the boundaries of Hideout, Utah Code §15A-5-202.5 allows the Council to prohibit the ignition and use of fireworks while these conditions exist in the following areas: (1) mountainous, brush-covered, forest covered, or dry grass-covered areas; (2) within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; (3) wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose; or (4) a limited area outside the hazardous areas;

WHEREAS, the Council finds that the entirety of Hideout consists of the above listed hazardous areas and a map of Hideout is attached hereto as Exhibit A;

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

SECTION I: Pursuant to the provisions of Utah Code Ann. 15A-5-202.5, and based on the findings as noted above, the use of Class C fireworks are hereby restricted in all areas of Hideout as shown in the attached map in Exhibit A.

Section II: Effective Date. This resolution shall be effective upon receipt of the attached map (Exhibit A) by Wasatch County and publication of the Resolution by the City Recorder.

PASSED AND APPROVED by the Hideout City Council, Utah, this ____ day of April in the year 2024.

HIDEOUT

Phil Rubin, Mayor

ATTEST:

Alicia Fairbourne, Hideout Recorder

Exhibit A: Map of Existing Hazardous Conditions Hideout. (Entire City)

File Attachments for Item:

6. Update and discussion regarding noxious weed abatement methods

Town of Hideout Noxious Weed Control Report for 2023 Season



Treatment Statistics – Properties/Subdivisions treated one or more times.

330	Single Family properties (homes and lots)
14	Subdivisions treated by their HOAs.
8	Private Parcels
10	Town of Hideout Parcels
67	Developer Parcels

Included in the numbers above were:

65	Non-Compliant Private properties treated by the Town
7	Non-Compliant private properties with unpaid Invoices *
44	Non-compliant parcels treated by the Town.
44	Non-compliant parcels with unpaid invoices *

*Spreadsheet attached

Lesson Learned:

1. More emphasis needs to be put on Report Forms. They are mandatory from the owner, not the treatment company. The treatment invoice may be attached to the form.
2. Letters sent to residents in twin and town homes are confusing. Their HOAs take care of weed abatement. Consider not sending any information to them in 2024 or sending a separate letter informing them that their HOA is responsible.
3. Single family property owners in Glistening Ridge and Reflection Ridge are responsible for their own weed abatement, even if they are on PUDs or “Common” areas. (As per Teri Hoenstine at Sea-to-Ski.) Property owners in Forevermore Court, Reflection Lane, Silver Sky, Soaring Hawk and Golden Eagle are also responsible for their own weed abatement.
4. All properties, including single family homes and dedicated lots in Overlook Village are treated by the HOA.
5. All utility easements are the responsibility of the developer or HOA.
6. GCD/Shoreline Village MF LLC/Shoreline parcels are not being adequately treated even though reports indicate that they are receiving treatments. In 2024 we will keep closer track of their compliance and have the Town perform abatement when needed. Glen Gabler is aware.
7. Mustang parcels have years of non-abatement. The treatment performed by EcoLawn in 2023 was extensive and time consuming. We should see improvement, especially if Mustang/Mountain Resort Land Co. is willing to contract with EcoLawn earlier in the season.
8. Lack of abatement on Jordanelle State Park (BOR) Land continues to threaten the Town.

Town of Hideout Noxious Weed Control Plan for 2024



Communications

Annual Letter and Instructions to be emailed April 22, 2024
 April, May, June, and July Newsletters will have reminders.
 Website will have notices and reminders.

Included in the Annual Letter and Instructions:

Owners' responsibility letter including Town Code, Utah Noxious Weed Field Guide link.
 Schedule – First Deadline scheduled for June 14, 2024
 Hideout Noxious Weeds information and photos
 Report Forms – Owner's responsibility letter will emphasize the reporting requirement.

New this year – Greenleaf and EcoLawn will do a follow-up evaluation (about one month after first treatment) and treat as needed on all their contracts. If no noxious weeds are found on the second check, there will be no charge for evaluation. This will be explained in the Owners' responsibility letter.

Included in the Abatement Notice:

Owner's responsibility/consequences clearly explained
 Schedule – Deadline Scheduled for July 12, 2024
 Notice Statement
 Report Forms

Treatment by Town of Hideout:

Schedule – Treatment by the Town on non-compliant properties begins July 17, 2024
 Email mailing – Invoices will be sent to all non-compliant property owners when treatment is complete.
 County Lien on unpaid invoices – Wasatch County will assess all non-compliant property owners via their property tax statement, then reimburse the Town.

Weed Team:

Carol Kusterle – Weed officer, public relations, document publishing, evaluations, recording, mailings.
 Alicia Fairbourne – Mail Merges
 Kathleen Hopkins – Spreadsheet setup, Soaring Hawk evaluations and recording.
 Tony Wolf – GCD and Holmes Homes parcel evaluations
 LuAnn Peterson – Payment Receipting

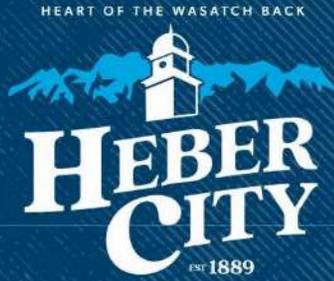
Professional Contacts and Consultants:

Quintin Lewis – Director, Wasatch County Weed Board – County Weed list, effective control, schedule
 Wasatch County Weed Board
 Utah Weed Control Association, Steven Dewey
 Michael Bouck, Utah State University – College of Agriculture and Applied Sciences
 Lance Stott, Utah State University – College of Horticulture – Landscape Horticulture
 Park City Greenleaf, Brad Bailey – treatment schedule, product, methods
 EcoLawn, Robert AhPing – treatment schedule, product, methods
 Glen Glass – treatment of all lots owned by Mustang, through Sea-to-Ski

Hideout Noxious Weed Treatment Delinquent Payments				
N/A = golf course or undeveloped land				
Payment Due	Subdivision	Invoice #	Treatment Charge	Late Fees
TBD in September	Reflection Ridge	41031	100.00	TBD in September
TBD in September	Golden Eagle	41905	130.00	TBD in September
TBD in September	Golden Eagle	41906	130.00	TBD in September
TBD in September	Golden Eagle	41968	130.00	TBD in September
TBD in September	Golden Eagle	41973	130.00	TBD in September
TBD in September	Golden Eagle	41980	130.00	TBD in September
TBD in September	Golden Eagle	41981	130.00	TBD in September
TBD in September	N/A	43959	4,400.00	TBD in September
TBD in September	N/A	43959	1,275.00	TBD in September
TBD in September	N/A	43959	500.00	TBD in September
TBD in September	N/A	43959	175.00	TBD in September
TBD in September	N/A	43959	125.00	TBD in September
TBD in September	N/A	43960	1,175.00	TBD in September
TBD in September	N/A	43960	450.00	TBD in September
TBD in September	N/A	43960	350.00	TBD in September
TBD in September	N/A	43960	167.00	TBD in September
TBD in September	N/A	43961	450.00	TBD in September
TBD in September	N/A	43961	350.00	TBD in September
TBD in September	N/A	43961	650.00	TBD in September
TBD in September	N/A	43961	570.00	TBD in September
TBD in September	N/A	43961	650.00	TBD in September
TBD in September	N/A	43961	350.00	TBD in September
TBD in September	N/A	43961	300.00	TBD in September
TBD in September	N/A	44631	250.00	TBD in September
TBD in September	N/A	44631	100.00	TBD in September
TBD in September	N/A	44631	500.00	TBD in September
TBD in September	N/A	44631	150.00	TBD in September
TBD in September	N/A	44631	250.00	TBD in September
TBD in September	N/A	44631	300.00	TBD in September
TBD in September	N/A	44631	300.00	TBD in September
TBD in September	N/A	44631	100.00	TBD in September
TBD in September	N/A	44631	250.00	TBD in September
TBD in September	N/A	44631	250.00	TBD in September
TBD in September	N/A	44632	800.00	TBD in September
TBD in September	N/A	44632	300.00	TBD in September
TBD in September	N/A	44632	50.00	TBD in September
TBD in September	N/A	44632	250.00	TBD in September
TBD in September	N/A	44632	50.00	TBD in September
TBD in September	N/A	44632	150.00	TBD in September
TBD in September	N/A	44632	250.00	TBD in September
TBD in September	N/A	44632	150.00	TBD in September
TBD in September	N/A	44632	200.00	TBD in September
TBD in September	N/A	44633	100.00	TBD in September
TBD in September	N/A	44633	125.00	TBD in September
TBD in September	N/A	44633	150.00	TBD in September
TBD in September	N/A	44633	200.00	TBD in September
TBD in September	N/A	44633	150.00	TBD in September
TBD in September	N/A	44633	250.00	TBD in September
TBD in September	N/A	44634	500.00	TBD in September
TBD in September	N/A	44634	180.00	TBD in September
TBD in September	N/A	44634	350.00	TBD in September
TBD in September	N/A	44634	250.00	TBD in September
TBD in September	N/A	44634	350.00	TBD in September
TBD in September	N/A	44634	150.00	TBD in September
TBD in September	N/A	44634	150.00	TBD in September
TBD in September	N/A	44868	350.00	TBD in September
TBD in September	N/A	44868	150.00	TBD in September
TBD in September	N/A	44868	325.00	TBD in September
TBD in September	N/A	44868	75.00	TBD in September
TBD in September	N/A	44868	950.00	TBD in September
TBD in September	N/A	44868	150.00	TBD in September
TBD in September	N/A	44868	150.00	TBD in September
TBD in September	N/A	44868	200.00	TBD in September
TBD in September	N/A	44868	150.00	TBD in September
TBD in September	N/A	44869	1,000.00	TBD in September
TBD in September	N/A	44869	300.00	TBD in September
TBD in September	N/A	44869	250.00	TBD in September
TBD in September	N/A	44869	250.00	TBD in September
TBD in September	N/A	44869	150.00	TBD in September

File Attachments for Item:

7. Approval for the Mayor to execute an Interlocal Agreement between the Town of Hideout and Heber Valley Animal Services



HEBER CITY POLICE DEPARTMENT

Heber City Animal Control Services MOU

03/5/2024

ANIMAL CONTROL ORGANIZATION



Animal Control

Current Issues

- No interlocal agreement in place between Heber City and other entities for 10+ years. The last interlocal agreement we have is from 1999.
- Heber City is servicing the entire County. Providing sheltering adoption, impoundment, licensing and response to animal incidents.
- Little involvement from other entities, who are being provided services.
- No definitive way of doing business with the entities being serviced



GOALS FOR NEW MOU

- Provide better collaboration for all entities involved.
- Provides a clear structure for current and future needs.
- Allows all entities involved to collaborate on current policing strategies/expectations, budget and future delivery needs.
- Provides better transparency for entities involved.

MOU HIGHLIGHTS

- Provides a direct voice on services and budget for each entities.
- Provides a framework for all entities to move forward together toward future needs, expansion and service priorities.
- Provides a framework to move forward in different ways such as a interlocal and future revenue taxes for services.
- Regular board meetings will ensure we are prepared for future needs such as building expansions. 97% of pet owners view their animals as members of the family. This expectation is not cheap to obtain.
- Establishes The Animal Services Board.

MOU HIGHLIGHTS CONTINUED

- Each entity will consider and adopt proposed budget.
- Each entity will have a voice on budget increases for personnel and equipment. Board is made up as follows;
 - Two members – Heber City
 - Two members – Wasatch County
 - One member – Midway City
 - One alternative member from Interlaken or Hideout.
 - These entities approve budget.
 - Communicate back to jurisdiction.
 - Provide a venue for dispute resolution.
- Outlines the service provided
- Entities may withdraw with 12 months notice prior to 5 year contract ending or with 24 months notice during contract.

MOU HIGHLIGHTS CONTINUED

- Heber City remains the operation jurisdiction and responsible for day to day operations.
- Sets the annual service fee as a percentage of the population.
 - Percentages are currently set at, and will be updated with the new MOU.

• Heber City	%50.11
• Wasatch County	%30.79
• Midway	%15.49
• Hideout	%2.93
• Interlaken	%.69



Questions / Discussions

- Question/Comments regarding NEW mou and approve as to form.
- Tentative approval of the budget to include part-time personnel, switched to full time and the replacement vehicle
- General Questions/Comments/Concerns.

BRIEFING ON A PROPOSED MOU FOR ANIMAL CONTROL SERVICES WITHIN WASATCH COUNTY PROVIDED BY HEBER CITY

Presented by: Heber Lefgren, Assistant County Manager for Wasatch County

March 20, 2024



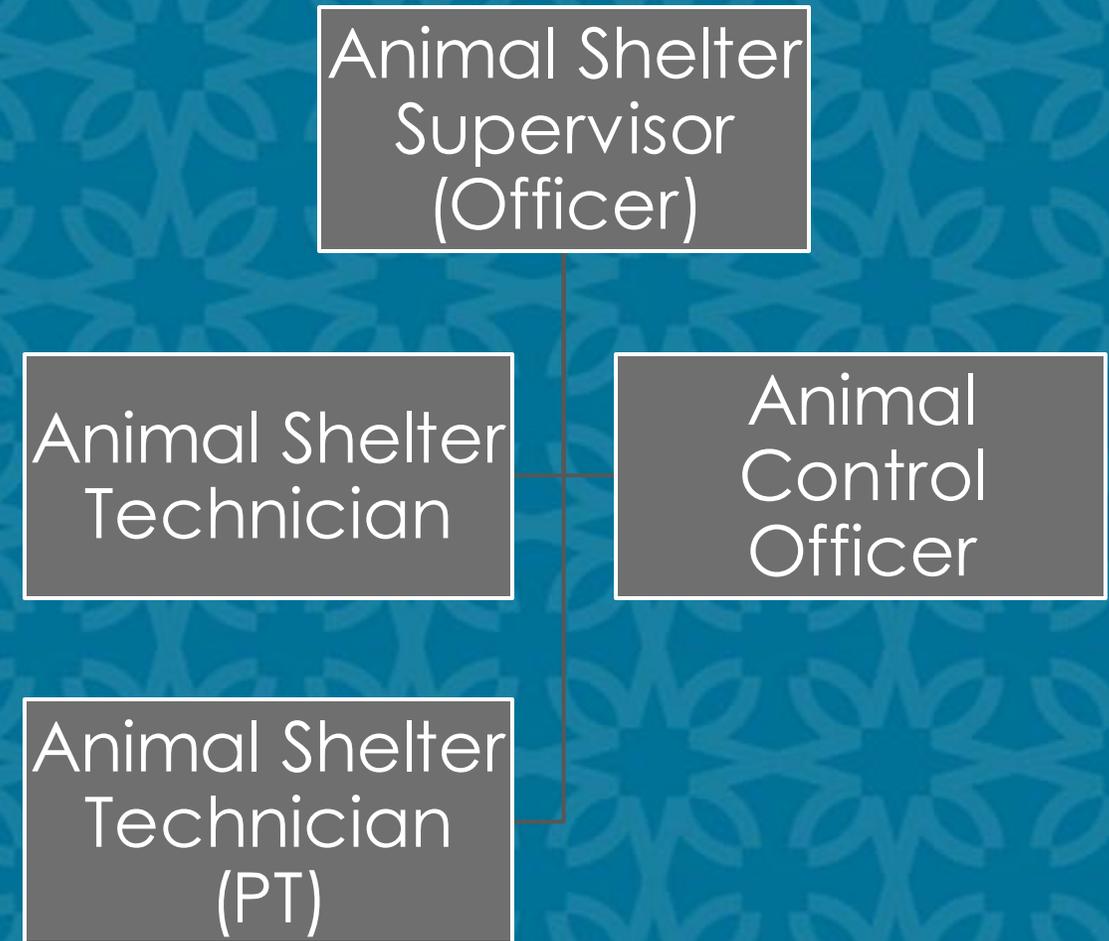
BACKGROUND

- Heber Valley Animal Shelter (HVAS) is responsible for responding to all animal related services requests for all of Wasatch County
 - Dispatch Services provided by Wasatch County
- Provides Sheltering and Adoption services for impounded pets
- Responsible for the enforcement of Animal Related laws
- Oversees local licensing program for owned pets



BACKGROUND (CONT.)

- Managed as a division within Heber City Police Department
- Made up of 3 full-time and 1 part-time city employees
 - Anticipate need to convert Part-Time position to full time in 2025 Budget
- Has an Animal Control Advisory Board made up of members representing participating community
 - Two representatives from Wasatch County



BACKGROUND (CONT.)

- For the past year, Animal Control board has been meeting to discuss the future needs of HVAS. Areas of discussion has included:
 - Updating the current MOU
 - Original agreement was established in 1998 with an updated version of the agreement sent to board members in 2021. However, no records of signed copies available.
 - anticipated future financial needs associated with animal services
 - What agency is best equipped to manage and oversee HVAS

BACKGROUND (CONT.)

- The areas of discussion have been also discussed in greater detail with community leaders during the following meetings:
 - July 2023: Policy Discussion with Wasatch County
 - July 2023: Policy Discussion with Heber City Council
 - August 2023: Policy Discussion during Interlocal Meeting
- While there was not a general consensus regarding who should manage HVAS in the future, there was agreement that the MOU needed to be updated and additional financial commitments would be needed in the future.

GENERAL PURPOSE OF PROPOSED MOU

- Based on general direction received thus far, the Animal Advisory Board has worked to update the MOU to meet the following needs:
 - Clarify the roles, responsibilities, and relationships between HVAS, participating jurisdictions, and the Animal Management Board
 - Outline the services to be provided to participating jurisdictions and how the expenses of those services will be shared by participating jurisdictions
 - Outline the method of cost sharing for current and future services being provided
 - Explain how future changes will be managed (Such as increasing financial support; adding additional Jurisdictions; or changing the agency that would oversee HVAS operations)
- Majority of Proposed MOU is based upon current, but undocumented, practices

SUMMARY OF PROPOSED MOU

- The following provides a high-level summary of the proposed MOU
 - Term of agreement would be 5 years with automatic renewal (unless written notice is provided). Current goal is to start July 1, 2024.
 - Heber City will serve as the Operating Jurisdiction and responsible for the Day-to-day operations of HVAS.
 - Services provided by HVAS to participating jurisdictions are consistent with the current level of services provided by HVAS. This includes (but is not limited to):
 - Enforcement of animal control ordinances & Licensing program
 - Sheltering and holding of stray and owner surrender animals
 - Finding positive outcomes for sheltered animals
 - Removal of dead domesticated animals from public rights-of-way
 - Regulation of vicious and/or dangerous animals

SUMMARY OF PROPOSED MOU (CONT.)

- Includes the creation of A Management Committee
 - Responsible for providing HVAS policy related direction, to review and approve the HVAS annual budget, and provide communication & Updates to respective Participating Jurisdiction.
 - Management Committee would be made up of 5 voting members:
 - 2 Appointed by Heber City, 2 Appointed by Wasatch County, and 1 appointed by Midway
 - 1 “alternative voting member” will also be appointed by Interlaken and Hideout. This member will have voting authority only if there are fewer than 5 voting members present
 - Additional non-voting members my be appointed by Participating Jurisdiction if needed/desired

SUMMARY OF PROPOSED MOU (CONT.)

- Proposed Budget Development and Approval process includes:
 - Operating Jurisdiction (Heber City) would present to the Management Committee for approval a “Budget Schedule” at the start of a Calendar Year:
 - Made available to Committee Members in advance for initial review
 - Discussed and approved in detail during a committee meeting
 - In accordance with the “Budget Schedule”, the Proposed HVAS Budget (and annual service fees) would be provided to Board Members with sufficient time for them to seek input and direction from their Jurisdiction Governing Body
 - This includes any proposed capital projects to be managed by Operating jurisdiction
 - The proposed budget would be considered approved after receiving a super majority approval from Board members (4 of 5 votes).

SUMMARY OF PROPOSED MOU (CONT.)

- Service Fees in Proposed MOU are to be structured similar to the current practice
 - $((\text{Total Proposed Expenditure}) - (\text{Anticipated Animal Control Revenues}) - (\text{Proposed use of Existing Fund Balance})) * (\text{Percent of Population for participating jurisdiction})$
- The following table shows the current “Percent of Population” for each participating jurisdiction and is expected to not change significantly with Proposed MOU:

Participating Jurisdiction	Estimated % of Population
Heber City	48.79%
Wasatch County <i>(Unincorporated)</i>	30.19%
Midway City	16.98%
Hideout	3.59%
Interlaken	0.45%

NEXT STEPS

- Purpose of today is to seek Wasatch County Council's input regarding the substance and direction within the proposed MOU.
 - Provided MOU is in draft form and still requires review from legal teams
 - Other Participating Jurisdictions are doing the same thing at this time
- Draft MOU will be an item of discussion during next Interlocal Meeting
- Feedback received today (and from all other meetings) will be discussed during the next HVAS Board meeting and integrated into a final recommended MOU.
- Final Recommended MOU will be provided to legal team (Wasatch County and Heber City) for final substance review
- Final MOU will be presented for approval to Wasatch County in May/June 2024
- Goal is to have a fully executed and approved MOU before July 1, 2024.

QUESTIONS/ANSWER/DISCUSSION



BRIEFING ON A PROPOSED MOU FOR ANIMAL CONTROL SERVICES WITHIN WASATCH COUNTY PROVIDED BY HEBER CITY

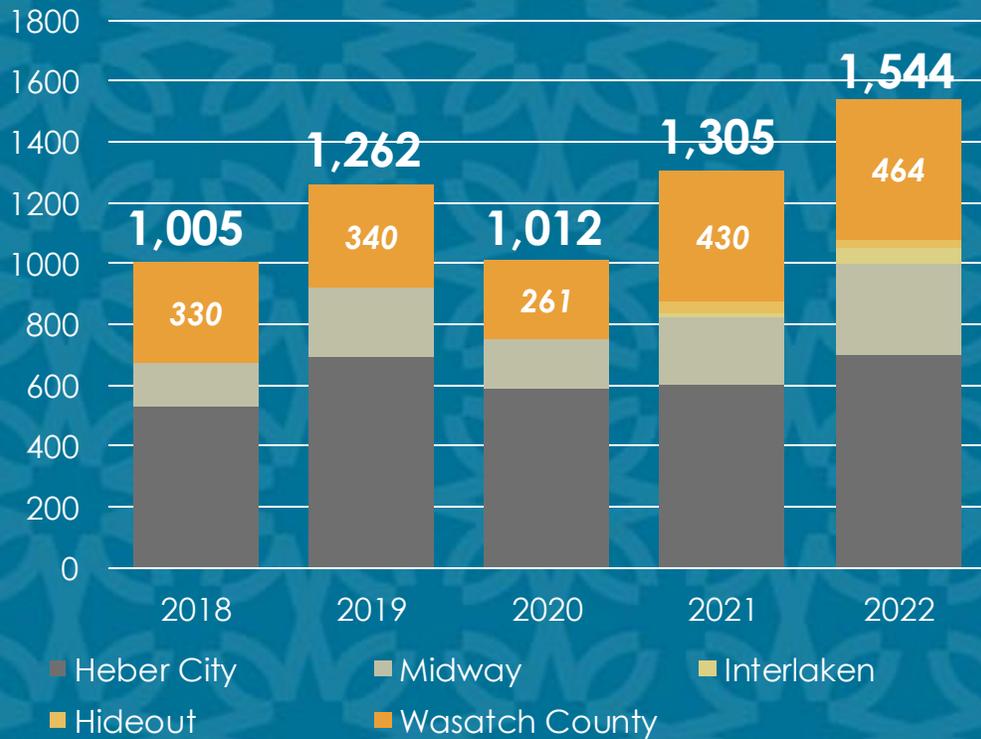
Presented by: Heber Lefgren, Assistant County Manager for Wasatch County

March 20, 2024

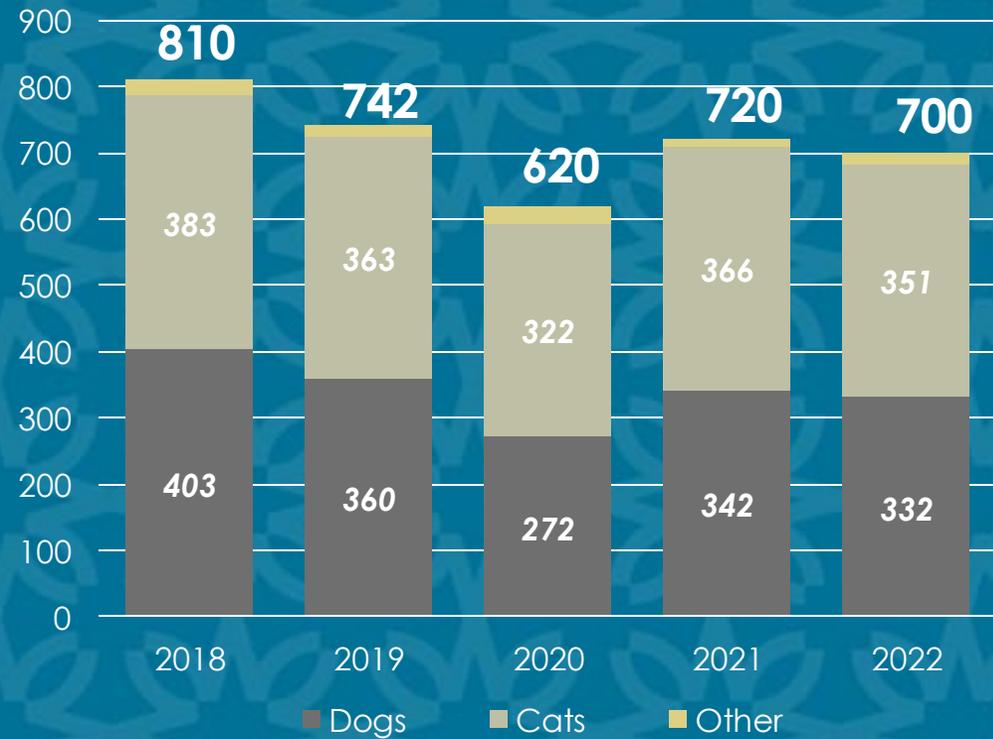


HVAC 5 YEAR PERFORMANCE RECORD

Call-For-Service Volume



Animal Intake

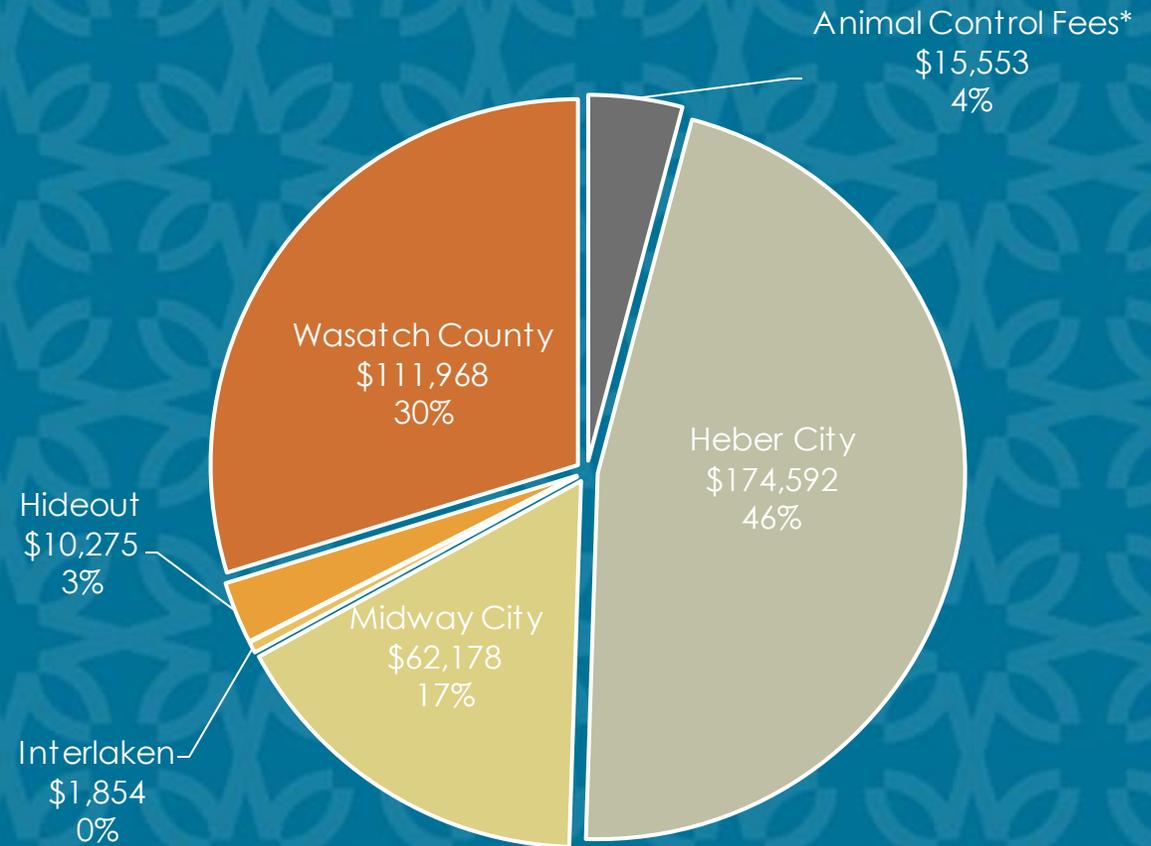


Take Away: Service Requests have increased by +53% over 5 years while Intake has slightly decreased over same period of time

HVAC OPERATING BUDGET

2023 Operating Budget: \$376,420

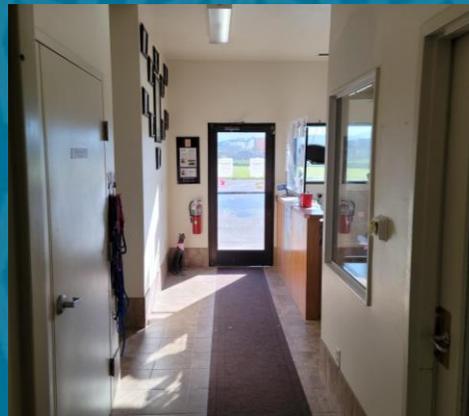
- Budget remains relatively stable with only modest annual increases
 - Less than \$28,000 increase in past 5 Years
- Budget is offset by
 - Collection of Prior Year Animal Control Fees
 - Service fees charged to participating agencies
- Distribution of service fees are based upon the percent of total Population within each Agency



*Fees include: Adoption, Impoundment, Licensing, Relinquish, and Livestock

HEBER VALLEY ANIMAL CONTROL FACILITY

- Sheltering Facility located on Airport Road (Next to Solid Waste Service Station)
 - 3,040 Sq. Ft. Facility
 - 14 indoor Kennels (with Divider)
 - 58 Cat Kennels
 - 1 Interactive Cat Play room
 - 11 Outside Dog kennels
 - 3 large play areas for dogs
 - Temporary Housing for impounded livestock



GENERAL ASSESSMENT OF FACILITY/SERVICES

- Animal Control Board has been meeting to discuss the future of Animal Control
 - Participating Agencies are grateful for and appreciate the services currently provided to community by HVAC
 - Facility has been maintained well and has seen positive “Home Grown” improvements to meet the current demand for services
 - Conversion of Office Space into Cat Interactive Room
 - Conversion of Crematorium into Storage Space
 - Building of Outdoor Dog Kennels and Play Areas
 - Building of Outside Storage Sheds
 - Establishing many significant outside partnerships that have reduced costs to community

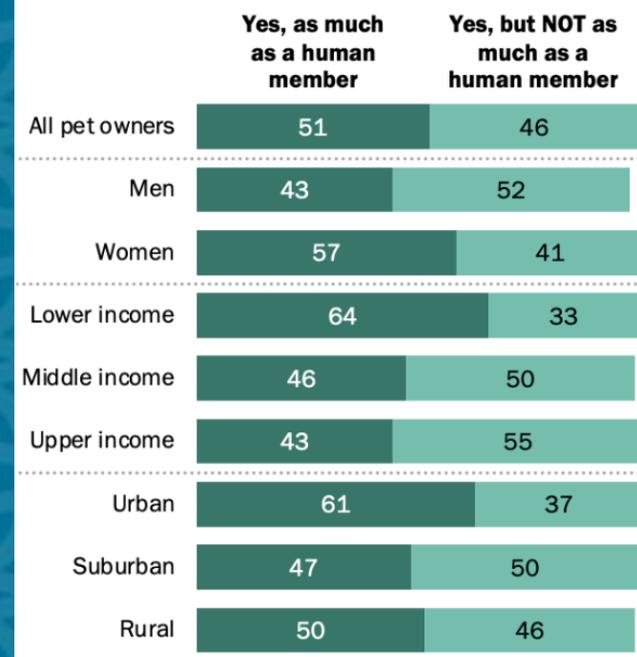


GENERAL ASSESSMENT OF FACILITY/SERVICES (CONT.)

- As community Grows, there is general concern that the needs of the community will outpace the available/Planned resources of HVAC
 - Level of services previously provided may not meet the perceived needs of the growing population
 - Number of animal Related Service Requests are increasing (53% increase in 4 years)
 - Pet ownership has increased significantly (from 56% in 1988 to 66% in 2023)
 - Number of pets per household is also increasing (5% increase in 4 Years)
 - The perceived relationship between pets and families is also changing
 - 97% of pet owners consider pets as part of their family
 - 51% of pet owners say pets are as much a part of their family as a human member
 - Facility is outdated and unable to provide space for key services
 - Can not Separate sick and/or quarantined pets away from general population.
 - No space to provide basic medical services (even temporarily)
 - Prior "Home Grown" solutions make proper cleaning protocols more difficult to manage
 - Facility is not designed to be "Adoption" friendly

Most pet owners see their pets as part of their family, and many say they're on the same level as humans

% of U.S. pet owners saying they consider any of their pets to be a part of their family



Note: Shares of respondents who say they do not consider their pets to be part of their family or who didn't offer an answer not shown. Family income tiers are based on adjusted 2021 earnings. Source: Survey of U.S. adults conducted April 10-16, 2023.

PEW RESEARCH CENTER



Two Budget Requests for FY 2025 – Heber Valley Animal Services Board

***Note that each Budget Request has separate costs. Please add costs together for your participating entity.**

Animal Services Vehicle Replacement Request

Heber Valley Animal Services is requesting to replace a pickup truck that is currently in service. It is proposed for the 2024/25 budget year, this vehicle be placed on a lease system that is currently being used by other city departments.

The maintenance costs for the current Animal Services vehicle over a five (5) year period is: **\$13,524, or \$2,704 per year**. Leasing a vehicle would reduce maintenance costs by not retaining a vehicle for more than three (3) years.

Purchase vs Lease Vehicle:

Purchase: Bids were obtained from Ford, Chevrolet, and Dodge to purchase a full-size pickup. The average bid to purchase this type of vehicle is: **\$58,954**

Vehicle Equipment, Decals, & Installation Costs: **\$9,400** (One time cost)

Total Purchase Price: \$67,354

Lease: The annual lease for a full-size pickup is: **\$16,000** for first year of lease, with the addition of **\$9,400** for equipment, installation & decals.

(The equipment would be a one-time fee, and would be owned. This equipment will be reused with the lease of a subsequent vehicle.)

First Year of Lease: \$25,400

Second Year of Lease: \$16,000

Third Year of Lease: \$16,000

Three Year Total: \$57,400

After the third year of lease, the vehicle would be returned to the lease company and the vehicle sold. Any residual value of the vehicle would be returned to the city, and applied to future lease payments. Future lease payments would then decrease based on this practice.

A leased vehicle would be covered under warranty, and would reduce costs should a mechanical failure occur with the vehicle.

The following is a breakdown of the cost per Animal Services Member should this proposal be approved to lease a vehicle for a three (3) year period:

Three (3) Year Lease Total per Member:

Heber City @ 48.79% = \$28,005.46

Wasatch County/Other @ 30.19% = \$17,329.06

Midway City @ 16.98% = 9,746.52

Hideout @ 3.59% = \$2,060.66

Interlaken .45% = \$258.30

Total: \$57,400

First Year of Lease for 2024/25 Budget per Member:

Heber City: \$12,392.66

Wasatch County/Other: \$7,668.26

Midway City: \$4,312.92

Hideout: \$911.86

Interlaken: \$114.30

Total: \$25,400.00

Animal Services Position Change Request

February 13, 2024

To: Heber Valley Animal Services Board

The Heber Valley Animal Services is requesting to convert a current part-time Shelter Tech position into a full-time position. Below is the current breakdown of what each member of Animal Services currently pays for this position, and what is being requested for the FY 2024/25 Budget:

Current Position:

Part-time Shelter Tech: \$23.49 per hour (19 hours per week), with no benefits = Annual Salary:
\$21,987.00

Cost per entity:

Heber City @ 48.79% = \$10,728.00

Wasatch County/Other @ 30.19% = \$6,638.00

Midway City @ 16.98% = \$3,734.00

Hideout @ 3.59% = \$790.00

Interlaken @ .45% = \$99.00

Approved Full-time Position for 2024/25 Budget (Position would include benefits, retirement, etc.):

Full-time Shelter Tech: \$23.49 per hour (40 hours per week), including retirement, benefits, etc.
 (Numbers estimated by Heber City HR): **\$48,860.00, plus benefits = \$100,000.00**

Updated Cost Per Member:

Heber City @ 48.79% = \$48,790.00

Wasatch County/Other @ 30.19% = \$30,190.00

Midway City @ 16.98% = \$16,980.00

Hideout @ 3.59% = \$3,590.00

Interlaken @ .45% = \$450.00

HEBER VALLEY ANIMAL SERVICES BOARD

-GOALS, PRIORITIES AND TIMELINE FOR A NEW PROPOSED MOU

-PROPOSALS FOR NEXT FY 2025 BUDGET UNDER EXISTING MOU

FEB 2024

Proposal for a NEW MOU for Heber Valley Animal Services

- ▶ Discussed at County Interlocal Meeting, August 2023. Received positive feedback and general agreement to go forward with new MOU proposal for better planning/funding of needed facilities, general and individual services, etc.
- ▶ See **attached 'Animal Services New MOU Draft'** between Wasatch County, Heber City, Midway City, Hideout, & Interlaken.
- ▶ New MOU continues existing services and allows specific services for each political entities' codes. It continues the population breakdown for each entities' budget costs.

GOALS for New Animal Services MOU:

- ▶ Provide better collaboration and Board structure between County and Cities.
- ▶ Provide needed planning and budget for future growth and expansion of existing facilities.
- ▶ Allows better planning for current & future Staff.

Priorities of the New MOU:

- ▶ **Set a clear, accountable budget to meet new MOU Goals and countywide needs.**
- ▶ **Continue and improve Services for all in County based on general needs, as well as servicing specific entity codes.**
- ▶ **Provide for future needed facility expansion with County wide impact fee.**

Timeline for Proposed NEW MOU

- ▶ The current Heber Valley Animal Services Board is asking each political entity to consider the draft new MOU in March/April 2024.
- ▶ Please provide feedback to current Animal Services Board by April 30, 2024. Send to Justin Hatch, Animal Services Supervisor at: jhatch@heberu.gov
- ▶ If each entity agrees to new MOU, the new MOU is proposing to start on July 1, 2025.

Budget Proposal for Next FY under Existing Animal Services MOU/Board

- ▶ Each political entity should also consider and adopt attached proposed FY 2025 budget under the existing Animal Services MOU for your forthcoming entity's Budget year.
- ▶ Heber Valley Animal Services is asking for a new truck lease to replace old equipment.
- ▶ Heber Valley Animal Services is also asking for a part-time employee position to be changed to a Full-time position because of upcoming retirements and growth needs.
- ▶ See attached 'Budget Proposal FY 2024-25 – Heber Valley Animal Services' for proportional budget breakdown for each entity.
- ▶ Send any questions/concerns to Justin Hatch, Animal Services Supervisor at: jhatch@heberu.gov

**Interlocal Cooperative Agreement for the
Operation of the Heber Valley Animal Control Services Department**

THIS INTERLOCAL COOPERATIVE AGREEMENT, is made and entered into this _____ day of _____ 2024, pursuant to the XXXXXX, by and between Heber City, hereinafter referred to as “Heber”, Unincorporated Area of Wasatch County, hereinafter referred to as “Wasatch”, the City of Midway, hereinafter referred to as “Midway”, the Township of Interlaken, hereinafter referred to as “Interlaken”, and the Town of Hideout, hereinafter referred to as “Hideout”. Collectively, these agencies will be referred to as “Cities” or “Participating Jurisdictions.”

WHEREAS, the Cities are, pursuant to XXXX, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities, and;

WHEREAS, the Cities, by their respective Legislative Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Cities; and

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

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

1. PURPOSE.

- a) To maintain the Heber Valley Animal Services (HVAS) Department created by interlocal Cooperative Agreement to provide for animal control services among the Participating Jurisdictions and potential service subscribers.
- b) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current HVAS.
- c) To provide for a Management Committee to determine the best manner in which to provide animal control services, including contracting with independent contractor(s) or a member entity for the provisions of some or all of the animal control services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner.
- d) To select and empower Heber to serve as the Operating Jurisdiction for the day to day management of animal control services, including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.
- e) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.
- f) To achieve equitable cost sharing for each of the Cities for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying the

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

- g) To preserve to each of the Cities the ability to establish and enforce its own individual standards, regulations, and fees for animal control.
- h) To provide for efficient and effective animal control services for the residents of the Cities.

2. DEFINITIONS.

For the purpose of this Agreement, the following Definitions shall apply:

- a) "Animals" shall mean for the purpose of this document and the services provided by HVAS domesticated or livestock only.
- b) "*Participating Jurisdictions*" shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Town of Hideout. And any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a participating Jurisdiction as provided in Section 5.
- c) "*Operating Costs*" shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs.
- d) "*Management Committee*" shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing policy related direction to Heber Valley Animal Services.
- e) "*Contractual Agency*" shall mean an agency/entity that is being provided by the Operating Jurisdiction animal related services at costs by contract, but is not considered as a Participating Jurisdiction.
- f) "*Operating Jurisdiction*" shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, The initial Operating Jurisdiction shall be Heber City.
- g) "*Service Contractor*" shall mean a Participating Jurisdiction or a qualified third-party independent contractor hired by the Operating Jurisdiction to provide a portion or all of the day-to-day animal control services outlined in this Agreement.
- h) "*Service Fees*" shall mean the fees charged to Participating Jurisdictions and Subscribers by the Operating Jurisdiction for the services outlined within this Agreement.

3. TERMS AND AGREEMENT AND TERMINATION

- a) This agreement shall become effective on _____.
- b) This agreement will be automatically renewed in five-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.
- c) Participating Jurisdictions who wish to withdraw from this agreement at the end of the five-year increment must provide in writing to the Operating Jurisdiction and the Management Committee with at least 12 months' notice.

- d) Participating Jurisdictions who wish to withdraw from this agreement prior to the end of the five-year increment must provide the Operating Jurisdiction and Management Committee in writing at least 24 months' notice prior to the date of withdrawal.

4. ADMINISTRATION

Administration of the HVAS shall be conducted in the following manner:

a) **Management Committee.**

The Management Committee shall be responsible for establishing policy related direction regarding the services provided by HVAS within the total combined jurisdictional territory of the Cities and any subscriber's jurisdictional territory.

- i. Other duties associated with the Management committee include, but is not limited to:
 1. Approving the annual budget and all associated Services Fees to be charged to each Participating Jurisdiction and Subscribers:
 2. Communicating back to the Participating Jurisdictions/Subscribers summaries and reports of the activities associated with HVAS
 3. Provide a venue for dispute resolution among HVAS participants.
- ii. The HVAS Management Committee shall initially consist of 5 voting members.
 1. Two (2) members shall be appointed by Heber
 2. Two (2) members shall be appointed by Wasatch
 3. One (1) member shall be appointed by Midway
- iii. The HVAS Management Committee shall also initially consist of 1 alternative voting member appointed by interlocal agreement between Interlaken and Hideout who will have voting authority when there are fewer than 5 voting members present.
- iv. One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Management Committee Members as deemed useful/necessary to provide input and support.
- v. Subscribers may send up to 1 individual to sit in and listen to Management Committee meetings; but must be invited by the Chair to participate and do not have any voting privileges.
- vi. As determined necessary by unanimous written consent of the Committee, additional voting members may be appointed.
- vii. The Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Interlocal Cooperative Agreement.

b) **Operating Jurisdiction**

i. Appointment.

Heber City shall be designated as the Operating Jurisdiction for the HVAS unless otherwise designated by unanimous written consent of the Management Committee and written approval by both the incoming and outgoing Operating Jurisdictions' Legislative Body.

ii. Scope of Services for Operating Jurisdiction.

The Operating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.
2. Management of all contracts with any service contractors or other entities for services performed within HVAS.
3. Implementation of policies approved by the Management Committee
4. Creation of quarterly performance reports that are made easily available to the public and provided to the Management Committee regarding the operations of HVAS.
5. Establishing and managing an annual operating budget and related service fees to be reviewed and adopted by the Management Committee.
6. Managing the funds received by Participating Jurisdictions and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.
7. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.
8. Scheduling quarterly Management Committee meetings.
9. Following all open meeting requirements as outlined within state and local laws.
10. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HBAC related records.

5. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND Contractual Agencies.

a) Contractual Agencies.

Upon receipt of a written request by a jurisdiction or other entities to receive a portion of, or all of service provided by the HVAS for a contracted fee, the Operating Jurisdiction may enter into a separate service agreement as long as the fees collected are equal to or exceed the total costs of providing those services.

b) Process for adding New Participating Jurisdictions.

Upon receive of a written request by a jurisdiction to join as a Participating Jurisdiction in the HVAS, the Committee may, upon strong majority (75% approval of all voting positions), admit the applicate as a Participating Jurisdiction subject to the applicant agreeing to pay all applicable service fees as determined appropriate by the Operating Jurisdiction and approved by the Management Committee.

6. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a service contractor to provide a portion of or all animal control services outlined within this Agreement.

7. ANIMAL CONTROL BASIS SERVICES.

- a) The HVAS shall provide the following base level of service for each of the Participating Jurisdictions:
- i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinance of Participating Jurisdictions.
 - iii. Cooperation with law-enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.
 - vii. Apprehension of stray animals.
 - viii. Impounding and boarding of apprehended animals.
 - ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
 - x. Disposal of animal remains.
 - xi. Owner notification of found animals and identity-code retrieval.
- b) Unless authorized by the Management Committee, the HVAS shall only provide a base level of services to Non-Participating Jurisdictions within Wasatch County. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger. Non-Participating Jurisdictions will not receive from HVAS pro-active services such as street sweeps, discounted wellness services (if offered), or other proactive services outlined above.
- c) Upon majority approval (50%) from the Management Committee, the scope of the base level of services (as enumerated above) may be adjusted as long as the new adjustments do not decrease the level of services provided or create additional services fees to Participating Jurisdictions.
- d) Unanimous approval from the Management Committee is required if a proposed change to the base level of services will result in a decrease in services provided and/or require additional service fees beyond what was originally authorized within the budget.
- i. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this agreement.

8. HVAS BUDGET DEVELOPMENT PROCESS.

- a) The Operating Budget for HVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.
- b) At the start of each calendar year, the Operating Jurisdiction will present to the Management Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:
 - i. When the Proposed Budget for the following year will be made available to Management Committee Members for initial review and input.
 - ii. When the Proposed Budget for the following year will be discussed during a committee meeting.
 - iii. When the Proposed budget for the following year will be voted upon and potentially approved by the Management Committee.
- c) In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Committee Members adequate time to review the Proposed Budget and to collect consensus among their Participating Organization before any potential vote. And adequate time for Participating Organizations to budget for any approved increase in service fees.
- d) In accordance to the Approved Budget Scheule, the Proposed Budget will be discussed by the Management Committee in greater detail and then considered approved after receiving a super majority approval (75%) during the scheduled Committee Meeting.
 - i. If a super majority approval cannot be obtained, Emergency Management Committee Meetings will be scheduled to discuss the Proposed Budget in greater detail in order to identify necessary changes that would result in a super majority approval.
- e) Upon approval of the HVAS Budget, it then becomes the responsibility of every Committee Member to work with their Participating Jurisdiction and ensure adequate funds are budgeted to pay for any increase in Service Fees.

9. AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL INCREASE IN SERVICE FEES.

- a) Participating Jurisdictions understand that authorized budgetary decisions recommended by the Operating Jurisdiction and approved by the Management Committee (in accordance to this Agreement) are final and that each Participating Jurisdiction will pay their approved service fee regardless even if that Participating Jurisdiction:
 - i. Did not have a voting Committee Member on the Management Committee, or
 - ii. Did not vote in favor of approving the budget and proposed service fees.

10. CALCULATING THE ANNUAL SERVICE FEES.

- a) Services Fees outlined within the Annual Budget process and charged to Participating Jurisdictions will be determined by following the steps outlined below:

- i. First take the Total Proposed Expenditure Budget for the HVAS and subtract all animal control revenues anticipated in the upcoming fiscal year. For the purpose of calculated individual service fees, this will give the “Total Service Fee Charge.”
 - 1. This should include all fees collected in connected with services provide to subscribers, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees, or any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this contract.
 - 2. This could include the use of any existing fund balance if authorized by the Management Committee.
 - 3. This does not include revenue collected by every jurisdiction in connection with the issuance of animal related citations.
- ii. Secondly, utilizing the table provided below, multiply the “Total Service Fee Charge” to the “% of Population” rate for each Participating Jurisdiction.
 - 1. This will calculate the annual service fee amount to be charged to each Participating Jurisdiction for the following year and the amount each Participating Jurisdiction will be responsible for paying in the following year.
 - 2. The table below will be utilized for the first five-years of this contract and updated by the Operational Jurisdiction every five years based upon the most up-to-date data provided by the US Census Bureau.

Participating Jurisdiction	Population (2020)	% of Population
Wasatch County <i>(Unincorporated)</i>		
Heber City		
Midway City		
Hideout		
Interlaken		
TOTAL		

- b) All proposed capital projects in connection with the HVAS will be managed by the Operating Jurisdiction. All associated expenses associated with capital projects are to be included in the annual budget approval process and therefore included when calculating the annual service fee rates.

11. COLLECTION AND MANAGEMENT OF HVAS FUNDS

- a) It is the responsibility of the Operating Jurisdiction to invoice and collect service fees as outlined within the approved annual budget on a quarterly basis.
- b) It is the responsibility of all Participating Jurisdictions to ensure payments are made to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction.
- c) It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS

and are utilized in accordance with state and federal laws and commonly accepted best practices.

- d) It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Management Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected Year End Fund Balance.

12. INTEGRATION, MODIFICATION, AND SEVERABILITY.

- a) This agreement may be modified, amended, or terminated only upon written agreement upon unanimous approval of the Management Committee.
- b) In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be given effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

13. INSURANCE REQUIREMENTS.

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors. Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such parties might have hereunder.

- a) Minimum Insurance Requirements. The Operating Jurisdiction shall obtain insurance of the types described below:
 - i. TBD
- b) Minimum Amounts of Insurance. The Operating Jurisdiction shall maintain the following insurance limits:
 - i. TBD
- c) Other Insurance Provisions.
 - i. TBD

14. INDEMNIFICATION/HOLD HARMLESS.

TBD

15. TBD

File Attachments for Item:

8. Consideration and approval for an allocation of funds not to exceed \$99,479.00 to pay the Vantage Lift Station invoice



SUNROC CORPORATION
 PO BOX 778
 OREM, UTAH 84059
 Redacted

INVOICE Item # 8.

To: TOWN OF HIDEOUT
 10860 N. HIDEOUT TRAIL
 HIDEOUT, UT 84036
 TIM DIXON PH# Redacted

Invoice #: 34032*04

Invoice Date: 10/25/2023 r1

Due Date: 11/25/2023

Payment Terms: Net 30 Days

Att: GLEN GABLER MOBILE PH# Redacted
 Hideout Portion of 6" HDPE Force Main

Customer Phone: Redacted

Email: Redacted

Job: #34032 SHORELINE VANTAGE LANE PUMP STATION- OFFSITE SEWER

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL
1	ORIGINAL BID FOR PUMP STATION W/ OFF-SITE	1	LS	542,000.00 \$	542,000.00
2	AGREED SPLIT OF 70/30 BETWEEN HIDEOUT AND GCD/HOLMES (HIDEOUT \$379,400 AND GCD/HOLMES \$162,000)			\$	-
3	Billed Credit on Hideout check # 7005 received 01/10/2024	1	LS	(300,000.00) \$	(300,000.00)
4	BILLED TO GCD/HOLMES	1	LS	(162,600.00) \$	(162,600.00)
5	TOTAL CO'S ADD \$28,684	1		28,684.00 \$	28,684.00
6	CO AGREED SPLIT OF 70/30 BETWEEN HIDEOUT AND GCD/HOLMES (HIDEOUT 70% \$20,078 AND GCD/HOLMES 30% \$8,605)			\$	-
7	BILLED TO GCD/HOLMES	1	LS	(8,605.00) \$	(8,605.00)
8				\$	-

Subtotal: 99,479.00

Overhead: -

INVOICE TOTAL:

99,479.00

Notes:

Remaining billing due from:INSTALL 6" FUSED HDPE SEWER PIPE (6" IPS DR17 HDPE PIPE, FROM NEW VANTAGE LANE PUMP STATION, TO THE EXISTING JSSD ROSS CREEK SEWER LIFT STATION. Item # 8.
Original Bid: \$542,000

Invoice to Hideout: \$379,400

Invoice to GCD/Holmes \$162,600

Hideout paid: \$300,000

Hideout due from original bid: \$79,400

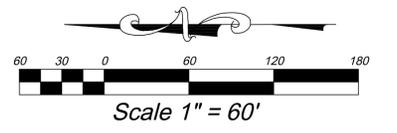
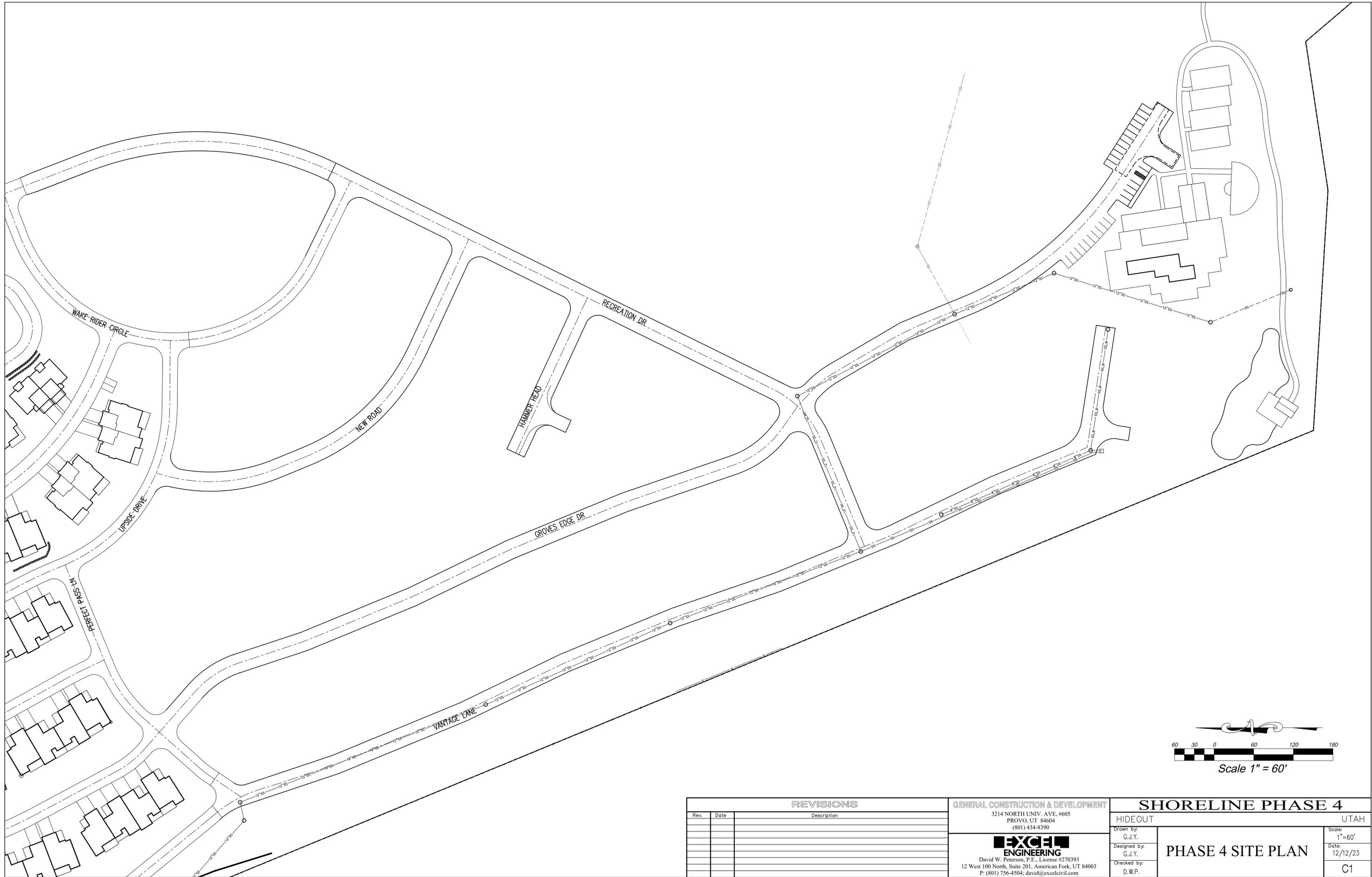
Total COs adds. \$28,684 (noted from emails) 70% Hideout \$20,078. GCD/Holmes \$8,605.

New Invoice total to Hideout: \$99,479

PLEASE PAY FROM THIS INVOICE

All accounts due 15th of the month following date of billing. In the event payment is not made by due date, a FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE 18%) will be added.

Total Billed To Date:	\$	99,479.00
Less Retainage:	\$	-
Total Less Retainage:	\$	99,479.00
Less Prev. Applications:	\$	-
Total Due This Invoice:	\$	99,479.00



REVISIONS		
Rev.	Date	Description

GENERAL CONSTRUCTION & DEVELOPMENT
 3214 NORTH UNIV. AVE, #605
 PROVO, UT 84604
 (801) 434-8390

EXCEL ENGINEERING
 David W. Peterson, P.E., License #270393
 12 West 100 North, Suite 201, American Fork, UT 84003
 P: (801) 756-4504; david@excelcivil.com

SHORELINE PHASE 4		UTAH
HIDEOUT		Scale: 1"=60'
Drawn by: G.J.Y.	PHASE 4 SITE PLAN	Date: 12/12/23
Designed by: G.J.Y.		
Checked by: D.W.P.		C1

File Attachments for Item:

11. Presentation and discussion of responses to a Request for Proposal (RFP) for public relations services, with consideration of authorization for the Mayor to enter into a contract for public relations



X-FACTOR

STRATEGIC COMMUNICATIONS

Public Relations & Strategic Plan Services Proposal

Prepared For :
Town of Hideout



COVER LETTER

Dear Town of Hideout,

X-Factor is a Utah-based, full-service strategic communications agency with deep roots in the state. Our team of qualified professionals are all Utahns who collectively possess over 100 years of marketing and public relations expertise right here at home. We are known for our data-driven, innovative thinking that produces results. We work closely with our clients to align their day-to-day work with their long-term goals.

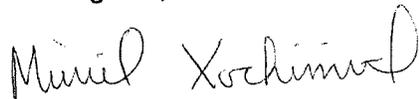
Let's just say that we have that "X-Factor."

What sets us apart from our competitors is the extensive work we do with city and county clients, including Salt Lake City, Draper City, Taylorsville City, Pleasant Grove City, Santaquin City, Salt Lake County, Tooele County, Box Elder County, Cache County, and many more.

With offices in Lehi and Salt Lake City, we are centrally located and can respond quickly when a need arises. We know the issues facing many cities and towns in Utah, have relationships with the key players, and can hit the ground running on day one. We appreciate the opportunity to submit a proposal and look forward to providing strategic communications services to the Town of Hideout. Please do not hesitate to contact me if you have any questions.

X-Factor will comply with all terms and conditions outlined in the Request for Proposals. X-Factor is a Limited Liability Company legally operating in the state of Utah. We do not discriminate in our employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap. I am authorized to sign this proposal on behalf of my company.

Kind regards,



Muriel Xochimiltl, M.A.

President & CEO

X-Factor Strategic Communications

1663 W. Innovation Way

Lehi, UT 84043

385-225-6418

muriel@xfactorutah.com

ABOUT US

X-FACTOR

STRATEGIC COMMUNICATIONS

We are known for our strategic approach to marketing and advertising, our unwavering commitment to client success, and our extensive portfolio of public-sector clients across Utah.

Our team of top-tier professionals are creative wizards, strategic masterminds, and data-driven analysts who craft campaigns that do not just meet expectations- *they shatter them.*

At the heart of our premier agency is a relentless pursuit of innovation. We embrace emerging technologies, trends, and consumer behaviors to stay ahead of the curve. Our campaigns are not just advertisements; they are captivating narratives that resonate with people, spark conversations, and inspire action.

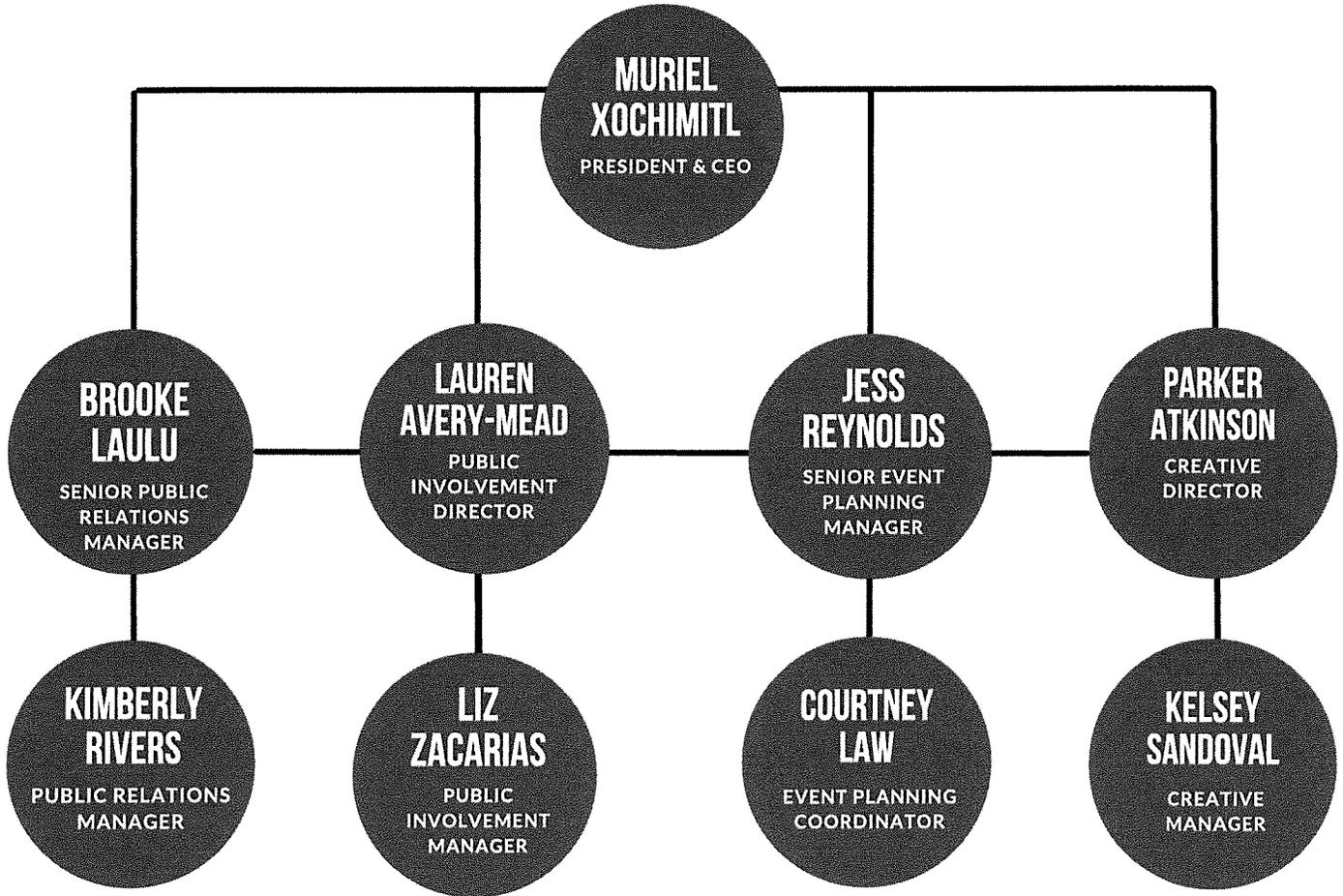
What sets us apart from the rest is our strategic approach to communications. We recognize that effective marketing and advertising requires more than just catchy slogans and flashy visuals. We delve deep into market insights, audience psychology, and industry dynamics to develop strategies that are as smart as they are creative.

Client success is our North Star. We take great pride in forging enduring partnerships with our clients and delivering real results that drive growth, brand loyalty, and market dominance. In a rapidly evolving digital landscape, we are the vanguard of change, embracing challenges as opportunities and setting new industry standards.



QUALIFICATIONS

OUR TEAM



MURIEL XOCHIMITL

Muriel Xochimitl is X-Factor's President and CEO. She is a visionary communications strategist known for her ability to easily distill complex ideas into clear and compelling messages. She is well known for developing and executing successful communications initiatives that drive results.

Whether it's crisis communications, brand positioning, or advocacy campaigns, Muriel consistently delivers innovative solutions that make an impact for her clients.

Prior to founding X-Factor, Muriel served as the Communications and Government Affairs Director for the Wasatch Front Regional Council. In this capacity, Muriel was the organization's liaison to Utah's federal congressional delegation, state legislators and local elected officials.

Muriel has worked as a strategic communications manager at the Utah Department of Transportation and as a Project Manager for The Langdon Group, a strategic communications firm specializing in public involvement on large-scale transportation infrastructure projects.

Before moving to Utah, Muriel served in Congress as a staffer for the House Foreign Affairs Committee and worked as a lobbyist in the travel and tourism industry.

Muriel holds a Bachelor of Arts Degree in Political Science from Brigham Young University and a Master of Arts Degree in International Development from The Johns Hopkins School for Advanced International Studies.



EXPERTISE

- Marketing
- Advertising
- Strategic Communications
- Public Relations

EDUCATION

- M.A., International Development, The Johns Hopkins School for Advanced International Studies (SAIS)
- B.A., Brigham Young University, Political Science

CERTIFICATIONS

- International Association of Public Participation (IAP2)
- Public Relations Society of America (PRSA)
- Women in Transportation Seminar
- Mediation Certification, CDR Associates



LAUREN AVERY- MEAD

Lauren Avery-Mead X-Factor's Marketing Director. She is a seasoned professional with over 20 years of experience in marketing, public relations, corporate branding, event planning and public outreach.

Lauren delivers high-quality work under tight deadlines and is known for her ability to lead projects with exceptional efficiency and organization.

With a strong background in budgeting and resource management, content creation, tactical communication, and strategic marketing, Lauren excels at establishing productive relationships with colleagues, senior leadership, stakeholders, and the public.

Throughout her career, Lauren has demonstrated a commitment to excellence and a passion for delivering results. Lauren's ability to communicate effectively and convey messages to target audiences has been a key factor in her clients' success.

Lauren holds a Bachelors of Arts Degree in Communications from Northern Arizona University.



EXPERTISE

- Marketing
- Advertising
- Strategic Communications
- Public Relations
- Media Relations

EDUCATION

- B.S., Communications, Northern Arizona University

CERTIFICATIONS

- International Association of Public Participation (IAP2)
- Public Relations Society of America (PRSA)
- Women in Transportation Seminar
- Diversity and Inclusion Leadership Certification



KIMBERLY RIVERS

Kimberly is the Strategic Communications Manager at X-Factor, specializing in digital marketing, web development, branding, content marketing and media relations.

Her skill set ranges across all aspects of public relations and marketing, including copy writing, research, social media marketing, campaign strategy, and execution.

Passionate about civil discourse and Diversity, Equity, Inclusion, and Belonging, Kimberly is an active member of the Public Relations Society of America and the National Millennial and Gen Z Community.

Prior to X-Factor, she worked with Gabb Wireless in Lehi, Utah, conducting comprehensive market research to develop strategic marketing plans. She also worked extensively with the BYU Office of Belonging in Provo, Utah.

In this role, she conducted extensive research, including competitor analysis, interviews, focus groups, surveys, word mining, persona reports, and database queries.

Kimberly holds a Bachelor of Arts Degree in Communications with an emphasis in Public Relations and minor in Business from Brigham Young University.



EXPERTISE

- Public Relations
- Digital Marketing
- Marketing
- Diversity, Equity, Inclusion & Belonging

EDUCATION

- B.A., Public Relations, Brigham Young University
- Minor, Business, Brigham Young University

CERTIFICATIONS

- HubSpot Email and Social Media Marketing
- Public Relations Society of America
- National Millennial Gen Z Community
- Muck Rack Fundamentals of Media Relations



BROOKE LAULU

Brooke Pagano-Laulu, a native of Price, Utah, found her passion for community development early on. After graduating from Utah Valley University with a bachelor's degree, Brooke's career trajectory has been defined by her passion for connecting people and fostering vibrant communities.

Beginning her career with CCMC, Brooke immersed herself in the role of Lifestyle Director, orchestrating vibrant community events, fostering resident connections, and expertly managing amenities. Her innate ability to understand community dynamics and strategic event planning prowess quickly set her apart in the industry.

Transitioning to Ivory Homes, Brooke brought her wealth of experience to the developer and homebuilder side, where she played a pivotal role in shaping the master-planned communities' identities. Her responsibilities extended to meticulously planning and executing company and sales events, ensuring seamless experiences for all involved.

With over 14 years of industry expertise under her belt, Brooke's dedication to community enrichment remains unwavering. Her involvement in various committees and boards, including the Legislation Action Committee, UCCAI, and multiple HOA boards, underscores her commitment to driving positive change and advocating for best practices in community management.



EXPERTISE

- Event Planning
- Marketing
- Community Events

EDUCATION

- B.A., Marketing, Utah Valley University

CERTIFICATIONS

- Certified Special Events Professional (CSEP)
- Certified Meeting Professional (CMP)
- UCCAI



JESSICA REYNOLDS

Jess is a seasoned professional with over a decade of expertise in fostering corporate partnerships, orchestrating successful events, cultivating sponsor alliances, and executing effective marketing strategies.

As an enthusiastic activator, Jess possesses a unique talent for transforming concepts into tangible realities. With a keen eye for detail and profound desire to create memorable and impactful experiences, Jess focuses on planning events that forge genuine connections for all who attend.

In her spare time Jess can be found surrounded by her small zoo of pets, trying new restaurants (preferably with patios), traveling, or spending time with her favorite people.

She is excited to extend her passion for experience design and planning to a wider community and help extraordinary moments come to life.



EXPERTISE

- Event Planning
- Marketing

EDUCATION

- B.A. Anthropology, Weber State University

CERTIFICATIONS

- Certified Special Events Professional (CSEP)
- Certified Meeting Professional (CMP)



COURTNEY LAW

Courtney Law serves as the Event Planning Coordinator at X-Factor. She is highly experienced in event planning, marketing, and communications.

She is dedicated to organizing thoughtful and well-executed events that foster community cohesion, learning, and growth. Courtney approaches each project with unbridled enthusiasm, eager to learn and ready to infuse her creativity into every detail.

Her contributions range from assisting with logistics and vendor coordination to brainstorming creative ideas that ensure a smooth execution to our client events.

Courtney's ability to handle diverse tasks with a positive attitude and eagerness to learn sets her apart from the rest. When you work with Courtney, you're not only benefiting from her fresh perspective but also from her commitment to delivering exceptional events that leave lasting impressions.

Courtney holds a Bachelor of Arts Degree in Humanities and Spanish, with a minor in Marketing from Utah Valley University.



EXPERTISE

- Event Planning
- Marketing
- Graphic Design

EDUCATION

- B.A., Humanities & Spanish, Utah Valley University
- Minor, Marketing, Utah Valley University

CERTIFICATIONS

- Certified Special Events Professional (CSEP)
- Certified Meeting Professional (CMP)



LIZ ZACARIAS

A dedicated advocate for community engagement and collaboration, Liz Zacarias is a seasoned Public Involvement Manager with a deep experience facilitating meaningful connections between Utah's state agencies and the public.

With a career marked by a commitment to inclusivity and transparency, Liz's work centers on fostering constructive dialogue between organizations and the communities they serve.

She has a proven track record of designing and executing public involvement strategies that promote transparency, build trust, and ensure that stakeholder perspectives are considered in shaping policies, projects, and initiatives.

Liz is not only known for her strategic acumen but also for her genuine passion for social impact. She has an innate ability to bridge gaps, create spaces for dialogue, and empower communities to have a voice in decisions that affect their lives.

Liz is a catalyst for change, a community builder, and a champion for inclusive decision-making. Her dedication to promoting the interests of all stakeholders continue to make a significant impact in Utah's communities.

Liz speaks fluent Spanish and English. She holds a Bachelor of Arts Degree in Public Relations from Utah Valley University.



EXPERTISE

- Public Involvement
- Public Relations
- Stakeholder Facilitation

EDUCATION

- B.A., Public Relations, Utah Valley University

CERTIFICATIONS

- International Association of Public Participation (IAP2)
- Public Relations Society of America (PRSA)
- Women in Transportation Seminar



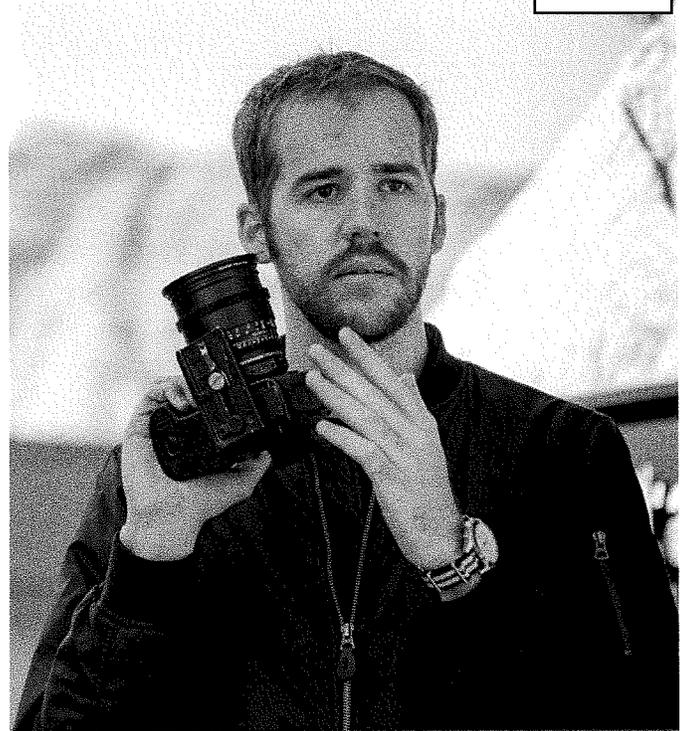
PARKER ATKINSON

Parker Atkinson has always been a storyteller. With a love of writing from a young age, coupled with a life-long dream of making movies, Parker dedicated his college studies to storytelling and writing pursuits.

His love of photography was a natural first step into the world of film making. As an experienced editor and skilled camera operator, Parker has helped bring countless stories to life over the years with his unique perspective of finding the true emotion of a story.

Nailing that perfect shot — combined with the right music and the right moment — can make all the difference. That's why Parker loves doing what he does.

Parker holds a Bachelor of Arts Degree in Videography from Utah State University.



EXPERTISE

- Videography
- Video Editing
- Video Production
- Storytelling

EDUCATION

- B.A., Videography, Utah State University



KELSEY SANDOVAL

Kelsey Sandoval is an accomplished photographer with a keen eye for capturing the essence of every moment. With a passion for visual storytelling, Kelsey infuses creativity and precision into our client's visual narratives.

Kelsey's work is characterized by her ability to convey powerful messages and emotions through imagery. Whether it is documenting a high-profile event, capturing the spirit of a brand, or creating compelling portraits, Kelsey consistently delivers captivating content that resonates with audiences.

At X-Factor, Kelsey plays a pivotal role in enhancing our clients' communication strategies. She collaborates seamlessly with our team to ensure that every photograph aligns with our clients' overarching objectives.

Her dedication to understanding the unique needs of each client and her exceptional attention to detail make Kelsey an indispensable part of our creative team.

Kelsey continues to explore the ever-evolving world of photography, staying at the forefront of industry trends and technologies. Her commitment to excellence and artistic vision has earned her dozens of industry awards.

Kelsey has a Bachelor of Arts Degree in Photography from Brigham Young University.



EXPERTISE

- Photography
- Graphic Design
- Marketing

EDUCATION

- B.A., Fine Arts and Photography, Brigham Young University



TASHA LOWE

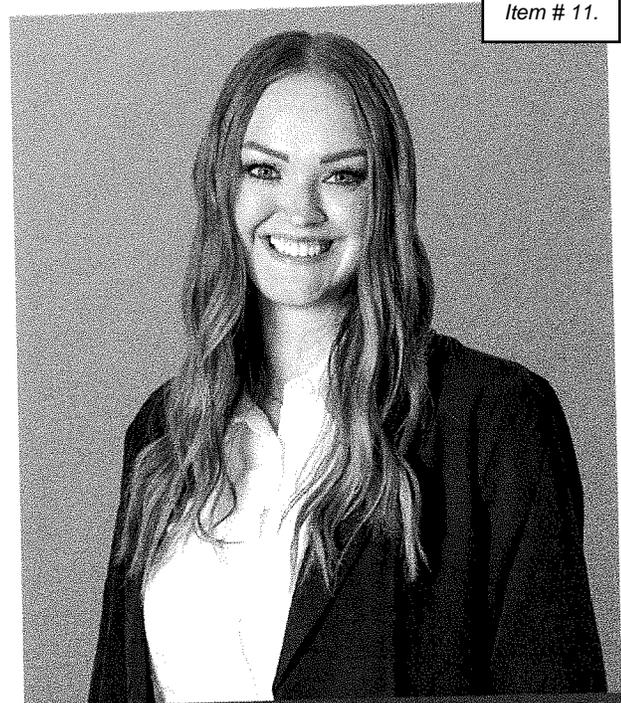
Tasha Lowe is the backbone of X-Factor. Her hard work and dedication ensures the smooth operation of our bustling office. With a career that spans over a decade in office management and administration, Tasha manages schedules, coordinates meetings, oversees the ordering of office supplies, and so much more.

She wears these many hats with remarkable grace. Her meticulous attention to detail helps us streamline our business practices and processes. In addition to her administrative duties, Tasha plays a pivotal role in fostering a positive and collaborative work culture.

She is well known by our staff for her approachable demeanor and ability to create a welcoming atmosphere that inspires productivity and teamwork.

Tasha is not just an Office Manager; she is the heart and soul of our office, ensuring that X-Factor operates seamlessly so our public relations professionals can focus on delivering exceptional results for our clients.

Tasha holds a Bachelor of Science Degree in Social Work at Utah Valley University.



EXPERTISE

- Business Management
- Administration
- Human Resources

EDUCATION

- B.S.W., Social Work, Utah Valley University



WORK PLAN

WORK PLAN- STRATEGIC PLAN

The Town of Hideout is experiencing rapid growth due to its strategic location, economic opportunities and quality of life. This proposal outlines X-Factor's work plan to develop a strategic plan that will help to support and sustain this growth, ensuring the town remains vibrant, livable, and economically prosperous in the long term. Our work will build on the actionable strategies we developed for the Town in our recommendations report from the annual stakeholder retreat.

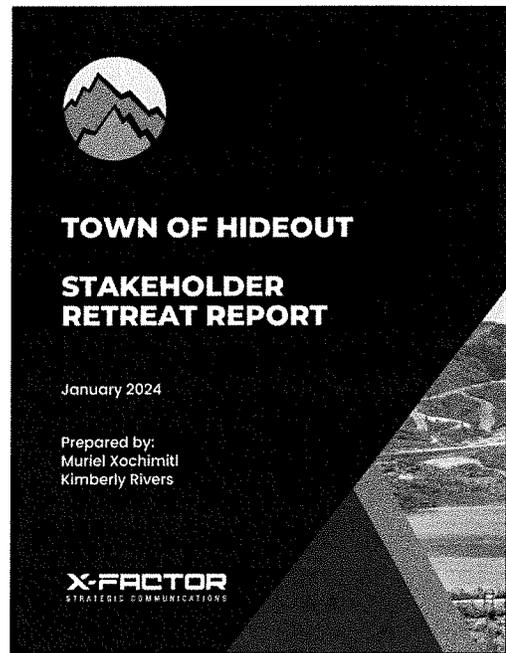
Situational Assessment: We will conduct a situational assessment that includes interviews with key stakeholders to solicit qualitative feedback about the Town's goals and priorities. The assessment will also include fielding a survey to gather quantitative feedback from residents that can be incorporated into the plan.

Establish Goals and Objectives: We will establish overarching goals and measurable, timebound objectives that clearly articulate the Town's priorities. The goals and objectives will provide clear direction for future efforts.

Develop Strategies and Tactics: Building on the recommendations we developed from our work facilitating the Town's annual retreat, we will further develop actionable strategies and implementable tactics that provide the basis for the Town's strategic plan.

Implementation Calendar: We will breakdown the recommended implementation of specific strategies and tactics into timeframes that the Town and its partners can reasonably achieve.

Measure Effectiveness: We will clearly identify metrics and deadlines for measuring the success and effectiveness of the plan to ensure the Town achieves its goals.



WORK PLAN- PUBLIC RELATIONS

With X-Factor Strategic Communications, “Strategic” is literally our middle name. X-Factor’s multi-pronged approach to grassroots public engagement and public relations is tailored specifically to Utah cities and unmatched by our competitors. We strategically approach all our work with a nuanced understanding of municipal policies and politics.

Our communications process includes establishing a regular meeting cadence with city officials that includes an introductory scoping meeting to better understand your needs and priorities. We will work with you to identify roles and responsibilities between the city and our team. This includes a clearly articulated process for reviews and approvals of key deliverables. We would develop and execute a public relations plan that aligns with your direction.

We recognize that building trust with your residents and businesses is critical to the success of the proposed property tax increase. Our public relations plan would include a representative resident survey, the development of key messaging, talking points for city officials, press releases, media advisories, digital content for website and social media updates, digital and print collateral, etc.

Our proprietary process includes a survey at the beginning of the campaign to conduct message testing and ensure a data-informed, community supported effort. We would employ an innovative approach that combines coverage through sources such as owned media (content produced by the project team), earned media (content garnered through media interest), and paid media (content paid through ads and other marketing).

We would provide multiple opportunities for the public to engage by making information digestible, convenient, and accessible. We would accomplish these objectives through various tactics such as hosting public open houses, holding one-on-one meetings with individuals, and facilitating meetings with stakeholder groups.

To disseminate information and provide supportive materials, we would create printed boards, utility bill inserts, and garner stories in local news outlets. In addition, we would recommend digital marketing on social media and the Park Record as cost-effective options for informing the public.



Public relations for the Certified Tax Rate increase

TIMELINE: APRIL 16 - SEPTEMBER 30, 2024

Manage media relations

(April-August)

- Draft and send a press release and fact sheet about the proposed property tax increase
- Provide talking points for Town of Hideout leadership
- Create timeline graphic of the projects that would be funded from the increase
- Develop messaging explaining the benefits to the community
- Coordinate media inquiries and scheduling interviews

Coordinate grassroots public engagement

(June/July)

- Manage a public opinion survey to test messaging and identify areas for engagement
- Hold two open houses, including a virtual option
- Draft and send a media advisory about the open houses
- Develop the program agenda, visual displays and presentation slides for open house
- Coordinate one-on-one meetings with key stakeholders

Create content and graphics for the following PR collateral:

(May 16 - June 6)

- Webpage (include a digital FAQ sheet)
- Postcard mailer
- Flier insert design for the city's utility bill mailer (assumes city's in-house printing / mailing)
- 11x17 posters to post on local community boards (assumes city's in-house printing)
- 24x30 posters for on display at key locations
- Digital marketing with Park Record advertising
- Social media post creation
- E-newsletter and print newsletter content
- Provide Spanish translation on written collateral

Respond to comments from the website, email and social media

(June - August)

- Create a form on the webpage for submitting comments and provide responses to them
- Respond to comments on social media posts and email in a timely manner



PROPOSED FEE

Communications Scope of Work*	
TASK 1 - Project Management	HOURS
Administration (<i>assumes 7 invoices and time tracking</i>)	10
Internal X-Factor team coordination meetings (<i>assumes weekly for 2 staff</i>)	30
Subtotal	\$5,400
TASK 2 - Client Coordination	HOURS
Participate in client coordination meetings (<i>assumes bi-weekly mtgs for 2 staff, 1-hour mtgs</i>)	50
Email, phone coordination with client	10
Subtotal	\$8,100
TASK 3 - Project I Strategic Plan	HOURS
Conduct situational assessment (<i>assumes 12 interviews with key stakeholders</i>)	25
Develop goals, objectives, strategies, tactics	10
Draft strategic plan (<i>assumes 2 iterations</i>)	20
Subtotal	\$7,425
TASK 4 - Project II PR Collateral (Property Tax Rates)	HOURS
Manage media relations (<i>assumes press release, fact sheet, talking points, timeline graphic, messaging and interview coordination</i>)	65
Coordinate grassroots public engagement about the property tax rates (<i>assumes coordination of two open houses, public opinion survey, stakeholder mtgs and hotline number</i>)	80
Create content and graphics for PR collateral (<i>assumes webpage, postcard, flier insert, posters, FAQ sheet, social media posts, e-newsletter and newsletter articles, and Spanish translation</i>)	80
Respond to comments from the website, email and social media	30
Subtotal	\$34,425
TOTAL SERVICES COST	
	\$55,350



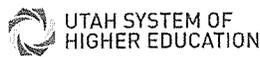
BILLING RATES

The proposed fee is based on X-Factor's hourly billing rate of \$135/hour. This is a blended rate of all key personnel who would be working on the project.

OUR CLIENTS

OUR CLIENTS

X-Factor boasts a long list of public-sector clients in Utah. We provide a wide range of services such as public relations, grassroots public engagement, stakeholder facilitation, and event planning to cities, counties, and non-profit organizations across the state.



REFERENCES

X-Factor possesses an impeccable reputation with state and local leaders across Utah. We pride ourselves on delivering high-quality services that surpass our client's expectations and deliver real results.

Troy Walker
 Mayor
 Draper City
 Cell: 801-699-0475
 troy.walker@draperutah.gov

Scott Darrington
 City Administrator
 Pleasant Grove City
 Cell: 801-391-5130
 sdarrington@pgcity.org

David Dobbins
 City Manager
 Draper City
 Cell: 801-831-7516
 david.dobbins@draperutah.gov

Dawn Ramsey
 Mayor
 South Jordan City
 Cell: 801-755-6160
 dramsey@sjc.utah.gov

Dan Olson
 Mayor
 Santaquin City
 Cell: 801-636-5527
 mayor@santaquin.org

LaNiece Davenport
 Director of Planning & Policy
 Mountainland Association of Governments
 Cell: 801-809-6828
 ldavenport@mountainland.org

Norm Beagley
 City Manager
 Santaquin City
 Cell: 801-636-6899
 nbeagley@santaquin.org

Alan Matheson
 Executive Director
 The Point of the Mountain State Land Authority
 Cell: 801-554-5496
 alanmatheson@utah.gov

Jenny Wilson
 Mayor
 Salt Lake County
 Cell: 801-244-2347
 jwilson@slco.org

Elizabeth McMillan
 Strategic Communications Director
 Utah Department of Transportation
 Cell: 801-580-2362
 emcmillan@utah.gov



OUR SERVICES

OUR SERVICES

 COMPANY PROFILE	9 EMPLOYEES 150 PROJECTS	36 CLIENTS 17 SERVICES	4 OFFICES 6 YEARS IN BUSINESS
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MARKETING

Trying to get your product or service in front of the right people at the right time? We are the right people at the right time to help.



ADVERTISING

Want to bring attention to a specific initiative? We employ a multi-channel approach to paid advertising that gives you the best bang for your buck.



STRATEGIC COMMUNICATIONS

We help clients achieve your goals and objectives by ensuring your messages are heard by the right audiences at the right time through the appropriate strategies and tactics.



PUBLIC RELATIONS

Need skilled public relations strategists who is comfortable in front of a camera, adept at dealing with reporters, and has a passion for writing? You came to the right place.



STAKEHOLDER FACILITATION

Sometimes the biggest need for improved communication is right in your own backyard. We can help improve internal communication between various departments to ensure everyone is working toward a common goal.



PUBLIC ENGAGEMENT

There's no substitute for face-to-face human interaction. Let us be your ambassador in working directly with your stakeholders to collaboratively address concerns, answer questions, and resolve conflicts.



EVENT PLANNING

Planning a major event requires more than meets the eye. Not sure how to navigate the myriad details from marketing and registration to programming content and speakers? Let us take everything off your plate but the catered food.

WORK SAMPLES

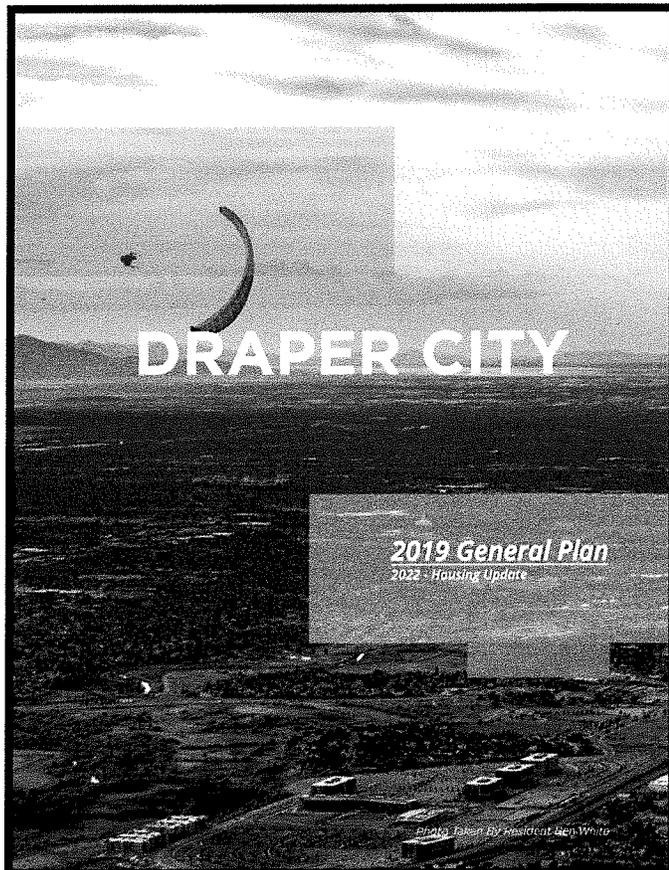
DRAPER CITY GENERAL PLAN

X-Factor managed the public engagement efforts for the update to Draper City's General Plan. X-Factor facilitated open houses, created a project webpage, managed stakeholder comments, and oversaw the marketing of the public input opportunities through social media, traditional media and postcard mailers. In addition, X-Factor designed and edited the entire General Plan document.

The Draper City Council unanimously adopted the plan in November 2019. This was the culmination of nearly a yearlong effort aimed at refining and updating the existing General Plan, with a significant effort to engage residents during this process.

X-Factor conducted a two-month public comment period from July 1 to August 31, 2019, surveyed residents, provided online engagement opportunities via an interactive map, and facilitated a series of public meetings. The City published these engagement opportunities widely on social media, the City's website, City newsletters (electronic and printed), in the Draper Journal, and through mailers to every household.

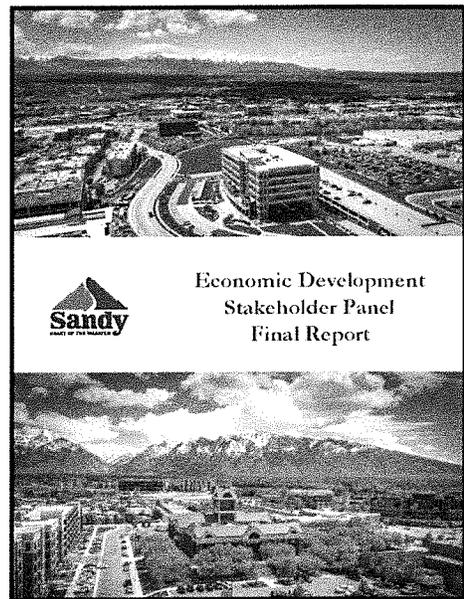
Nearly 1,754 residents completed the citywide survey and 124 comments were submitted online. Fifty-four residents submitted their comments at open houses and thirty-nine submitted their comments via email. In total, approximately 2,000 residents added their voice to the process to plan for the future of the Draper community.



SANDY CITY STAKEHOLDER FACILITATION

Sandy City Mayor Monica Zoltanski assembled a group of business leaders to serve on a recently created Sandy City Economic Development Panel. The purpose of the panel was to better understand the opportunities and challenges faced by businesses and to identify shared priorities that the city and businesses could pursue together.

The City hired X-Factor to facilitate a results-driven stakeholder engagement process that gathered robust feedback from the Economic Development Panel. X-Factor managed a series of meetings in 2022 that garnered significant involvement from panelists. Executives from the Larry H. Miller Group of Companies, Real Salt Lake, Colliers International Utah, Hamilton Partners and many others actively participated, contributing over 130 combined hours of meetings as a panel.



Mayor Monica Zoltanski speaking to attendees at the kick-off meeting for the Economic Development Stakeholder Panel.

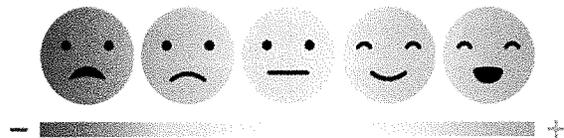
MARKET RESEARCH



X-Factor regularly conducts market research on behalf of our clients to help them better understand their target audience, market opportunities, and competitive advantage. These efforts include focus groups, customer observation, field trials, and ethnographies. We are known for our data-driven approach that empowers our clients to make informed decisions.

For example, as part of the process to improve the Utah Transit Authority (UTA)'s Utah Ride Link trip planner, X-Factor planned and conducted focus groups with participants from across the UTA service area. The intent of the focus groups was to gather feedback from past, current, and/or prospective users regarding the intuitiveness of the Trip Planner and their recommendations for improvements.

X-Factor created a flyer advertising the focus groups and distributed printed copies at senior centers, university campuses, non-profit organizations, and city/county offices. In addition, we emailed electronic copies of the flyer and called current and potential service providers identified during our exhaustive provider search. In addition, we created content for UTA's communications team to post on Facebook, Twitter, and Instagram.



Emoticons used by focus group participants to rate their level of satisfaction with various aspects of the Utah Ride Link website and Trip Planner.

X-Factor employed the latest in industry best practices to ensure feedback from participants would be meaningful and useful for UTA as the agency considered improvements to Utah Ride Link. UTA staff attended the meetings to observe and record the proceedings in adjacent rooms. Participants were asked to sign consent forms acknowledging they understood the meeting was being recorded for research purposes and that their feedback would be aggregated with other results.

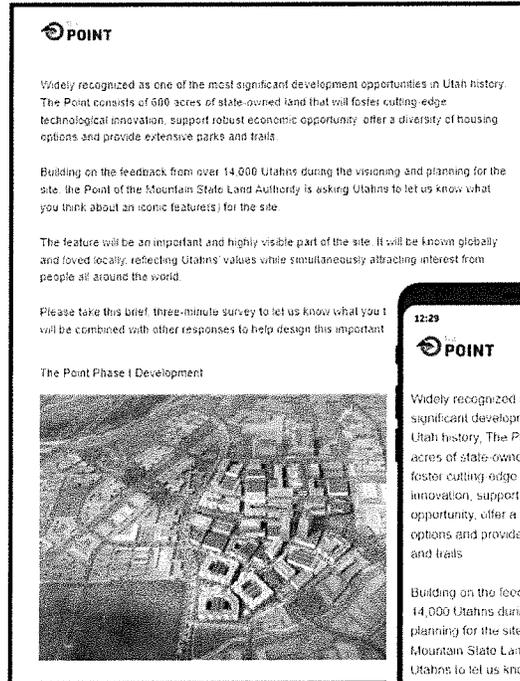
Questions were tailored to solicit collaborative dialogue between the group and the meeting facilitator. In addition, participants were given a series of emoticons to indicate how satisfied they were with different aspects of the trip planner. These sentiment ratings served to give every participant an opportunity to indicate their level of satisfaction- not just the most vocal participants. In addition, it served as a quantitative "check" on the more qualitative aspects of the collaborative discussion.

MARKET SURVEYS

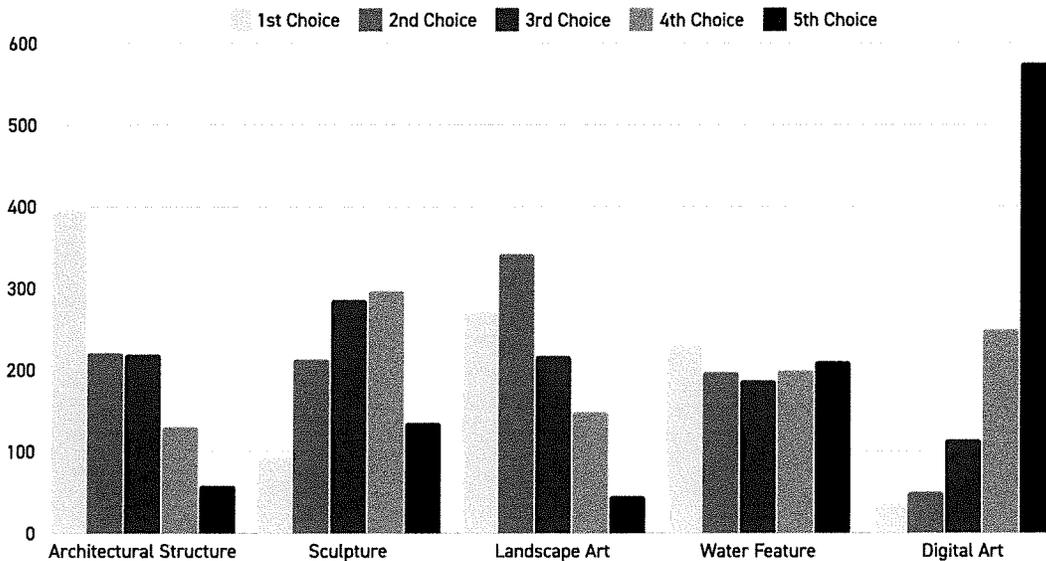
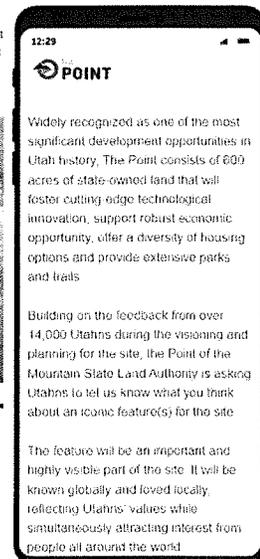
We are known for our data-driven, innovative thinking that produces results. We conduct market surveys that help to inform our client's decision-making processes and outcomes.

We utilize cutting-edge survey software that allows us to meet people where they are at in a way that works best for them to respond. We field both open and scientific surveys for our clients, with the following primary goals in mind:

1. To gain a deeper understanding of a client's target audience's preferences, behaviors, and demographics.
2. To assess current market trends and identify opportunities for growth and innovation.
3. To evaluate the effectiveness of your current marketing strategies and brand perception within the market.



Statewide survey asking Utahns for feedback on an iconic feature for The Point.



Survey results ranking Utahns preferred choices for an iconic feature at The Point.

PUBLIC RELATIONS

Our team is well known for our public relations expertise. We regularly garner significant, positive media coverage for our clients across all platforms, including digital, print, broadcast, radio, and social.

We employ a strategic and proactive approach to our work to ensure our clients' messages are clearly communicated on the right platforms at the right times to the right audiences.

We manage press conferences, draft speaker talking points, press releases, and media advisories, oversee all aspects of media relations, pitch stories, and track analytics associated with the media coverage we secure.



Then-Lt. Governor Spencer Cox speaking at a press conference to announce the launch of The Point in September 2020.



Media Contact
 Muriel Kochmitt
 X-Factor Strategic Communications
muriel@xfactorutah.com
 385.225.6419

Final Demolition Efforts Signal New Beginning for The Point
Crews topple a guard tower and lay the groundwork for future development

DRAPER (August 30, 2023) - The Point of the Mountain State Land Authority (Land Authority) has announced that demolition of the decades-old prison facilities is nearly complete. State and local leaders will mark the momentous occasion this morning with the toppling of one of the last guard towers. The event will be held at 8 a.m. at The Point and represents the beginning of a new era for Utah's Innovation Community. Members of the media are encouraged to attend in person. The event will also be live-streamed for the public on The Point [YouTube Channel](#), [X profile](#), and [Facebook Page](#).

In November 2022, demolition of the aging prison facilities kicked off in earnest when crews toppled the first guard tower. The old Utah State Prison utilized three different types of guard towers, with today's demolition topping one built decades ago. As a relic of the past, guard towers have been increasingly recognized as an outdated form of surveillance and are being removed at correctional facilities across the country.

Within less than a year, work has progressed rapidly to remove nearly all antiquated buildings and structures. The Land Authority, in close collaboration with the Utah Division of Facilities Construction and Management (DFCM) has prioritized sustainable practices during demolition. For example, they have recycled over 70% of all materials, with 100% of the concrete from the old buildings having been recycled on site.

Concrete crushing onsite has eliminated approximately 160,000 miles of truck traffic, improved air quality, reduced wear and tear on adjacent roads, and lessened the impacts to neighboring communities. In addition, the Land Authority and DFCM have removed invasive species such as the Russian olive tree and ground the trees into mulch for use in dust mitigation. The mulch will also be repurposed for landscaping in the first phase of development.

"From day one we made a commitment to Utahns that we would conduct our work at The Point in a sustainable manner. Our demolition efforts directly reflect that commitment," said Alan Matheson, The Point executive director. "Concrete from the old prison buildings is being crushed onsite for use in the foundation of new buildings, and to build future roads. We believe that this is not only a sustainable approach to development, but also literally and figuratively transitions the site from a place of constraint into a place of openness, learning, and opportunity."



PRESS CONFERENCE

SEPTEMBER 14, 2020 AT 9 AM

You are cordially invited to a press conference announcing the launch of planning efforts to redevelop the site of the Utah State Prison in Draper. The event will be held at the Timpanogos parking lot on the prison site (see map and directions for more details). For those unable to attend in-person, the event will be streamed live on [The Point YouTube Channel](#).

SPEAKERS

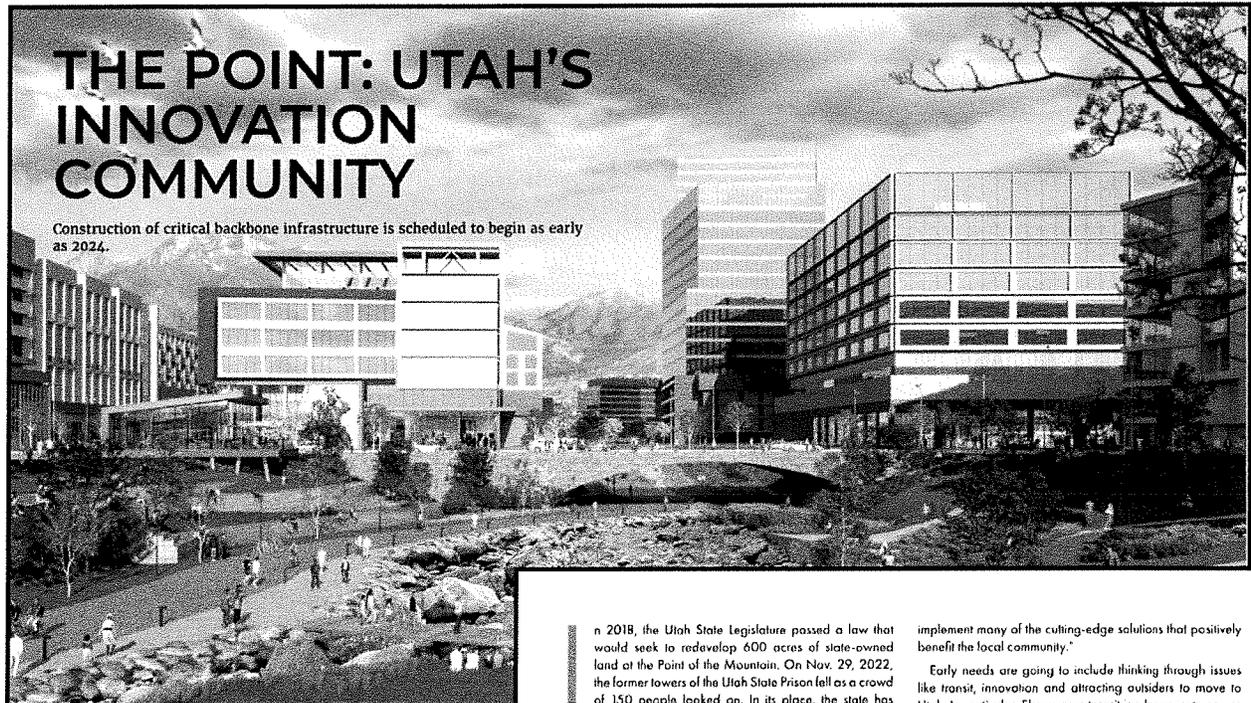
Spencer Cox, Utah Lt. Governor	Alan Matheson, The Point Executive Director
Stuart Adams, Utah Senate President	Jenny Wilson, Salt Lake County Mayor
Brad Wilson, Utah Speaker of the House	Troy Walker, Draper City Mayor
V. Lowry Snow, Utah State Representative	Theresa Foxley, EDC Utah President & CEO


WHAT IS THE POINT?

"The Point" is the newly established name for the 700 acres of state-owned property. Widely recognized as one of the most important economic development opportunities in Utah history, The Point is well-served by vital infrastructure and centrally located at the heart of Utah's fast-growing technology industry. The site offers unprecedented potential to create an innovation hub that catalyzes technological advancement, fosters mixed-use urban areas, and preserves parks and open space in a way that facilitates mobility, improves air quality and enhances Utahns' quality of life.

INFO@THEPOINTUTAH.ORG | @THEPOINTUTAH | (801) 214-1631 | WWW.THEPOINTUTAH.ORG

AD COPY WRITING



Writing is at the heart of everything we do at X-Factor. We are strong copy writers and editors that enjoy telling a story. We ghost write articles, op-eds, long- and short-form advertising copy, speaker talking points, press releases, and much more.

We craft persuasive, engaging, and conversion-focused ad copy that resonates with a client's audience across various platforms. From attention-grabbing headlines to persuasive calls-to-action, we deliver content that not only tells a story but also compels action.

In 2018, the Utah State Legislature passed a law that would seek to redevelop 600 acres of state-owned land at the Point of the Mountain. On Nov. 29, 2022, the former towers of the Utah State Prison fell as a crowd of 150 people looked on. In its place, the state has planned to replace the former Draper facility with a 600-acre, sustainably constructed community called The Point.

The entity overseeing redevelopment of the site is the Point of the Mountain State Land Authority (Land Authority). After a months-long competitive selection process to identify a partner with demonstrable experience building large-scale, sustainable communities, the Land Authority selected Innovation Point Partners (IPP) to develop the first phase of The Point.

In December 2022, the Land Authority, in collaboration with IPP, released the Phase I Development Plans. Located at the heart of the site, the first phase of development encompasses approximately 100 acres—one-sixth of the overall site. Plans include world-class retail, shopping and entertainment venues; a people-focused main street with biking, walking and transit options called "The Promenade," and a place for The Point's Innovation District efforts dubbed "Innovation Row."

This transformation of space from scratch has now begun its work in 2023 with several early-stage goals in mind, according to Abbey Ehman, VP at Lincoln Property Company, the lead developer on the IPP team.

"We have strong local partners and a national team of experts that are committed to building a socially responsible, sustainable development," Ehman says. "This represents one of the most significant development opportunities in the country in recent years and is an incredible opportunity to

implement many of the cutting-edge solutions that positively benefit the local community."

Early needs are going to include thinking through issues like transit, innovation and attracting outsiders to move to Utah. In particular, Ehman says transit is a key way to ensure that the future community of more than 20,000 tech workers will be innovative.

"We actually have the ability to forecast our needs, think about transit, innovation and attracting outsiders to move to Utah. In particular, Ehman says transit is a key way to ensure that the future community of more than 20,000 tech workers will be innovative."

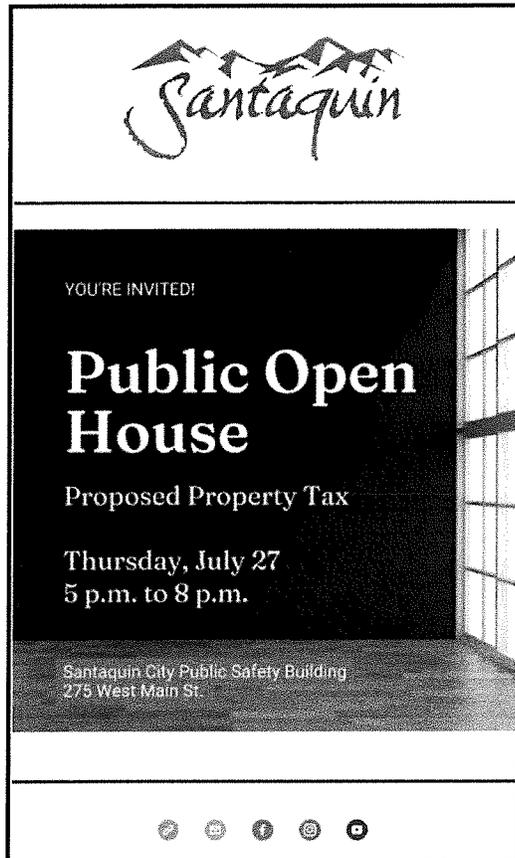
That "grand vision" goes beyond simply building a new, sustainable city. The Point, she says, aims to bring a mix of mainly tech workers from both inside and outside Utah. It will have a focus on diversity and creatively built into the community, and will connect two parts of the region currently separated by a great distance.

"We are not wasting any time building what Utahns want at The Point," says Alan Matheson, The Point's executive director. "The Phase I Development Plans reflect robust public feedback and will catalyze future development for many years to come."

On top of that, the idea is to ensure that diversity practices are baked into the program from day one. For example, Ehman says most Fortune 500 companies have strong diversity initiatives that are worthwhile to replicate and consider while building something new. She also points out that there are many different voices in the team developing the project, which shows diversity is a strong point of focus from the beginning.

X-Factor helped to ghost write significant portions of the article in The Advisor 2023 about The Point.

EMAIL ADVERTISING



Examples of marketing emails X-Factor has curated for our clients, including an email notifying Santaquin City residents regarding a proposed property tax increase (left) and an email from the Utah Aerospace and Defense CEO to his association membership.

Email advertising is a great way to reach a target audience. X-Factor utilizes email subscription services to reach tens of thousands of Utahns every day on behalf of our clients. Whether its a bi-weekly email update from a CEO to association members or a public service announcement about an upcoming public meeting on a proposed property tax increase, X-Factor manages the entire editorial and marketing process from beginning to end.

We write the copy, design the graphics, manage recipient lists, optimize the time/date for sending, and track open and click rate data. An email is just one tactic in a broader strategic communications effort so we work with our clients to develop the approach to email marketing in a way that aligns with their overarching goals and objectives.

PRINT MEDIA

X-Factor works on a near-daily basis with print reporters for all major print outlets in Utah. We work with our clients to curate media opportunities that we know will appeal to print reporters.

We help our clients “tell their story” by creating digital media kits with visual and copy assets that are readily used by print outlets when reporting on our clients’ work.

We also facilitate “boots-on-the-ground” moments where reporters can experience the story they are writing about firsthand.

We strive for consistency in the messaging so that when multiple outlets report on a story, it reinforces the clients’ work, augments their message, and builds trust with the public.

TRUTH. EMPOWERMENT. COMMUNITY. The Salt Lake Tribune

FRIDAY, SEPT. 1, 2023
PULITZER PRIZE WINNER

Last guard tower at old Utah prison falls, clears way for The Point

Demolition is just complete, with the first inklings of a new mission's expected to begin by 2025.

By **TONY SAGEPAD**

Draper — As it began to dawn on the last guard tower of the old Utah State Prison, crews were in a race to bring the structure down. The tower, the only one of its kind left of the historic prison site, was a relic of a bygone era. It was built in 1914 and stood for nearly a century. The tower was the last of its kind, and its demolition marked the end of an era. The tower was the last of its kind, and its demolition marked the end of an era. The tower was the last of its kind, and its demolition marked the end of an era.



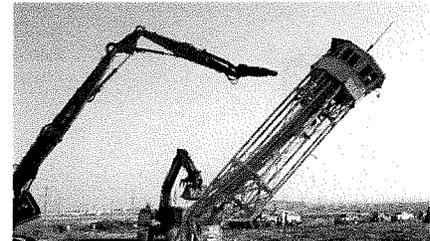
Deseret News

Final demolition of old Utah State Prison underway

With more than 90% of the demolition complete — and the rest scheduled to be finished in October — crews topped one of the last remaining guard towers Wednesday.

By **Stephan Cusack** | [KSL.com](#) | Aug 30, 2023, 3:37pm MDT

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View on Google Maps

THE CITY Journals DRAPER'S OWN COMMUNITY NEWSPAPER

News Sports Local Life Education Business Food+Dining Arts+Entertainment

The Point, the prison and historic preservation

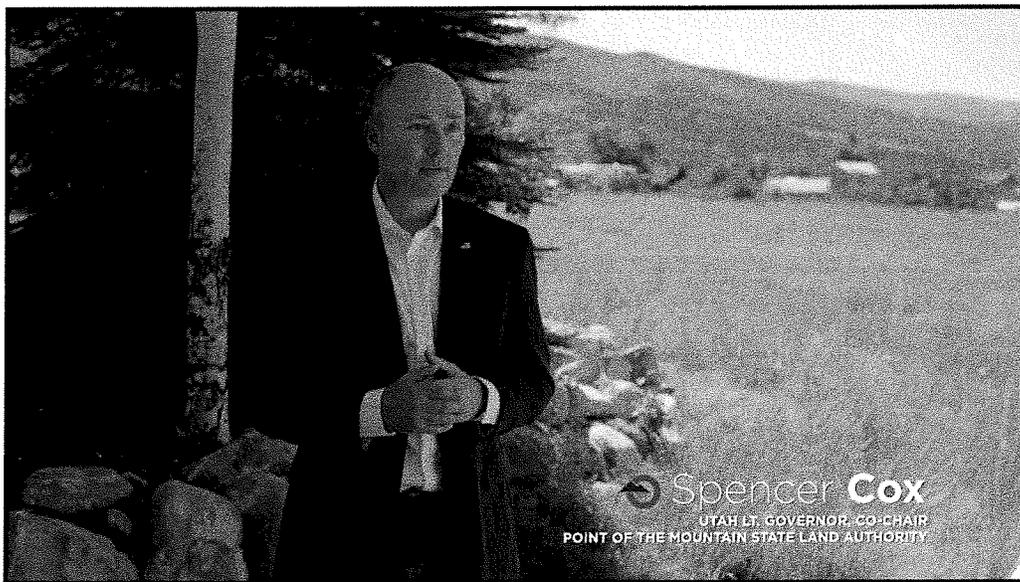
By **Stephan Cusack** | [KSL.com](#) | Aug 30, 2023, 3:37pm MDT



Print stories about The Point that X-Factor helped to secure in regional newspapers.

VIDEO PRODUCTION & EDITING

X-Factor brings our clients' stories to life through the most engaging media- video. We specialize in live and shot videos, animation, and public service announcements. We oversee the creative direction, write the script, create the story board, set the design, scout the right locations and actors, record the voice overs, build the animation, and manage production and editing. Our state-of-the-art cameras are well-equipped to capture every image down to the smallest pixel.



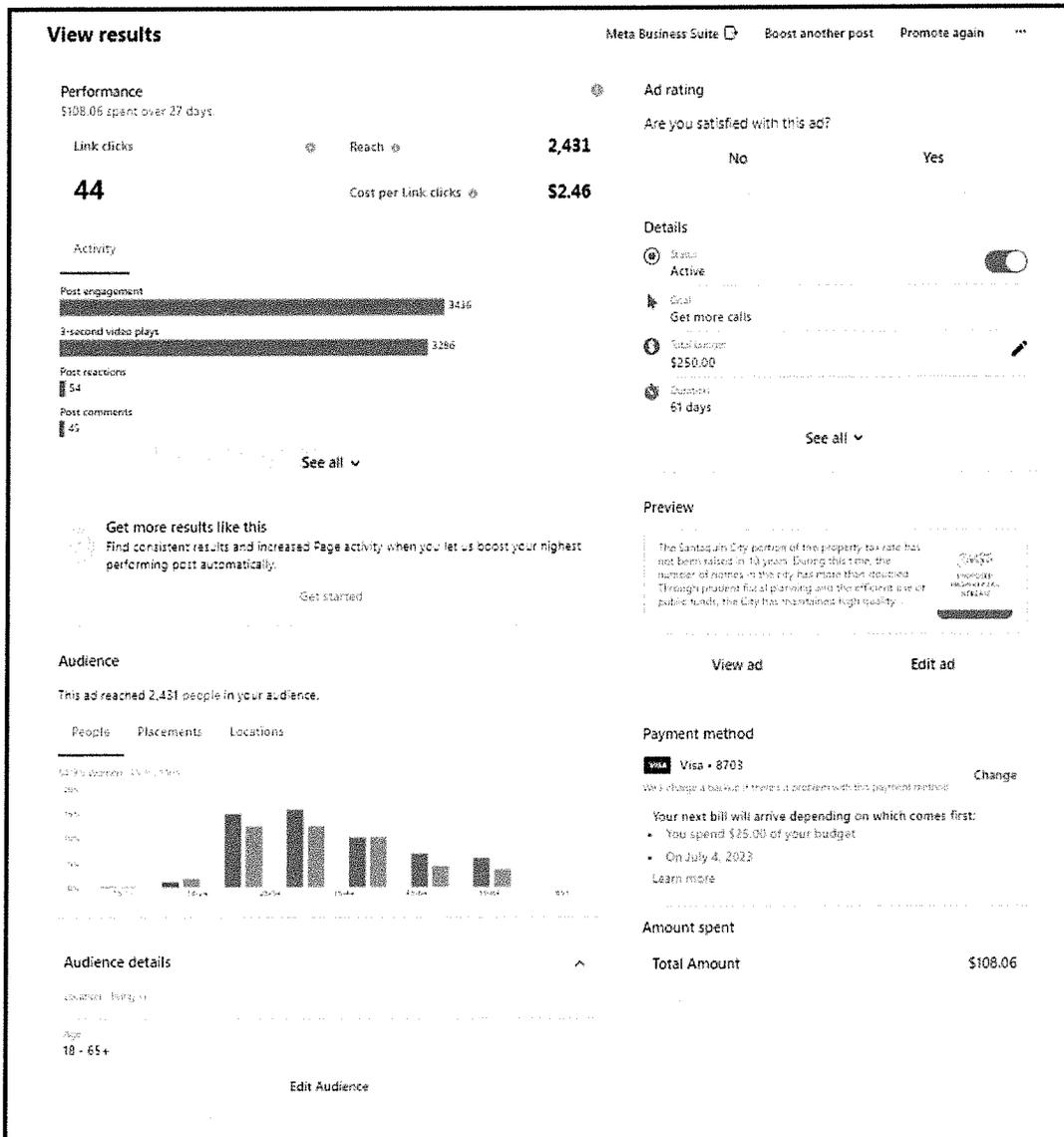
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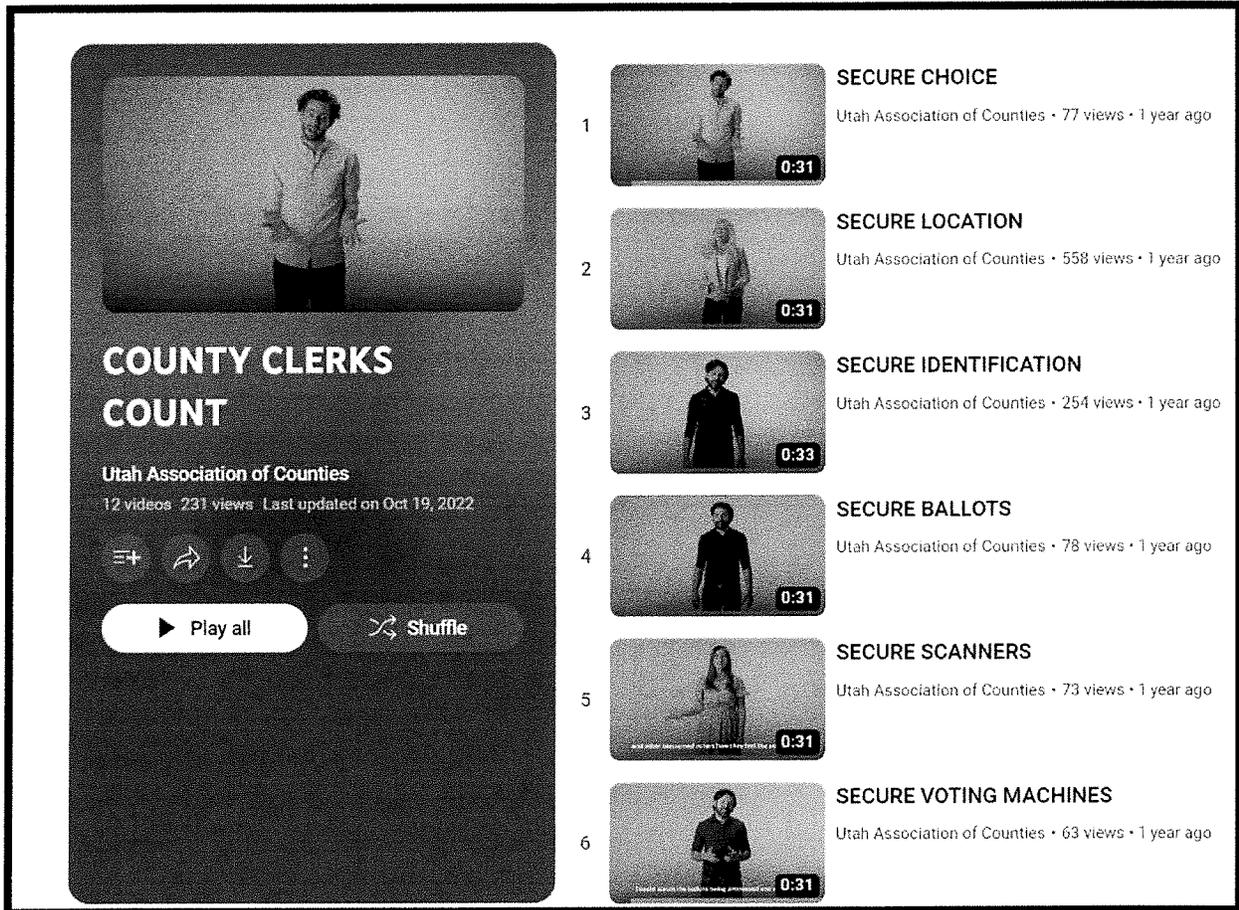
DIGITAL MARKETING

Digital marketing is a crucial component to any modern marketing strategy due to the prevalence of digital technologies. X-Factor helps our clients be bold, yet intentional in crafting growth marketing strategies. We help clients experiment and seek creative ways for their messages to be heard in an already noisy world. We do not believe in fitting in; we believe in standing out. We help our clients promote their products, services, and brands using various online platforms such as websites, social media, email, search engines, and more. We utilize SEO, email marketing, and PPC advertising.



Social media analytics for paid digital advertising employed by X-Factor on behalf of Santaquin City to educate residents about a proposed property tax increase.

SOCIAL MEDIA



YouTube playlist for the “County Clerks Count” social media campaign on election integrity led by X-Factor for the Utah lieutenant governor’s office and the county clerks across Utah.

Our team of professionals are adept at social media management and strategy. We understand that social media is more than just posting content—it’s about fostering meaningful connections, building trust, and driving engagement. Our team possesses a deep understanding of platform algorithms, content trends, and audience behaviors, allowing us to craft tailored strategies that resonate with a client’s target demographic.

From content creation and scheduling to community management and analytics, we have the skills and experience to maximize a client’s impact in the digital realm. We stay ahead of the curve in a rapidly evolving landscape to continuously adapt to emerging trends and technologies, ensuring our clients remain relevant and competitive.

In 2022, the Clerk/Auditor Affiliate with the Utah Association of Counties hired X-Factor to develop and manage a social media strategy to combat election misinformation and improve voter confidence. Dubbed “County Clerks Count,” the campaign was a huge success, increasing voter confidence by ten percent in only four months.

TELEVISION/RADIO MEDIA

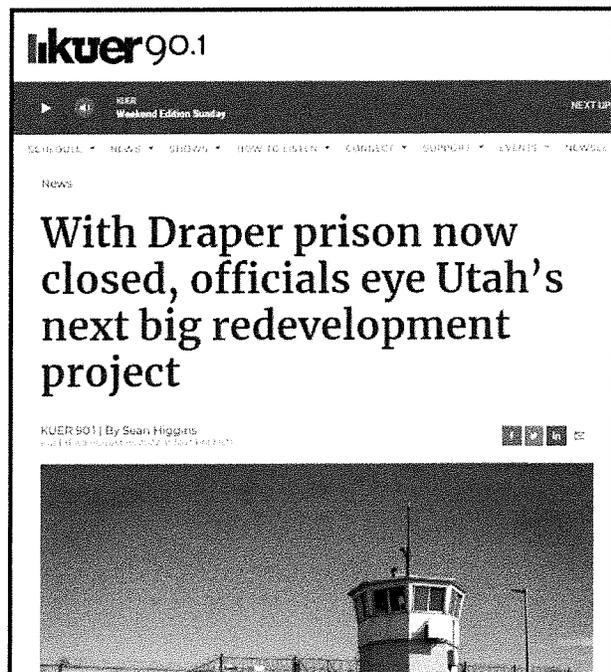


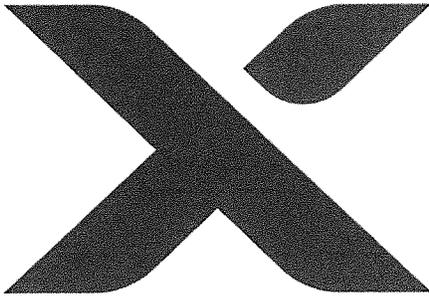
Above: Television coverage on KSL TV reporting on the Utah Aerospace and Defense Association signing a historic Memorandum of Understanding with Ukraine. Below: National Public Radio local affiliate KUER reporting on the redevelopment project at The Point.

At X-Factor, we recognize the immense power and reach of television and radio to engage audiences and shape public perception. We secure valuable airtime for clients on relevant television and radio programs through an approach that is rooted in strategic storytelling.

We first conduct comprehensive research of the media landscape to identify opportunities and trends. We then work with our clients to craft newsworthy stories, develop captivating pitches, and secure interviews or coverage on television and radio outlets.

Our work helps to enhance our clients' credibility, build trust, amplify thought leadership, and manage their reputation.





WWW.XFACTORUTAH.COM



151 North 840 West / Orem, UT 84057 / Cell: 801-857-1408 Email scott@ja-today.com

Transmittal Letter

Jan McCosh
Town of Hideout, Utah
jmccosh@hideoututah.gov

Subject: Intent to Participate in Contract for Town of Hideout

We are pleased to express our intent to participate in the contract for the Town of Hideout, Utah, as outlined in the Request for Proposals. Jacques & Associates Inc. is eager to contribute its expertise and services to the successful implementation of this project.

To ensure clarity and compliance, we would like to address the key points as specified in the RFP:

1. **Compliance with Terms and Conditions:** Jacques & Associates Inc. hereby affirms its commitment to comply with all the terms and conditions set forth in the RFP document. We thoroughly reviewed the requirements and are prepared to meet the specified criteria.
2. **Legal Entity Status:** Jacques & Associates Inc. is a duly registered and recognized S Corporation.
3. **Affirmative Action and Non-Discrimination:** Jacques & Associates Inc. proudly asserts that we do not discriminate in our employment practices based on race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap. Our commitment to affirmative action aligns with the principles of fairness and equality.
4. **Certification Statement:** The undersigned hereby certifies that they are duly authorized to submit this proposal on behalf of Jacques & Associates Inc. All information provided is accurate and true to the best of our knowledge.

We look forward to the opportunity to further discuss our proposal and demonstrate how Jacques & Associates Inc. can contribute to the success of the project for the Town of Hideout. Please do not hesitate to contact us for any additional information or clarification.

Thank you for considering our proposal. We are eager to contribute our skills and resources to the successful completion of this project.

Sincerely,

Scott Henriksen – **Key Contact Person/Respondent**
President
801-857-1408
scott@ja-today.com
151 N 840 W
Orem, Utah 84057

Sheri Ostrom – **3rd Contact Person**
Financial Officer
801-616-0649
sheri@ja-today.com

Carin Henriksen – **2nd Contact Person**
CEO
801-636-2440
carin@ja-today.com

PROPOSAL FOR TOWN OF HIDEOUT UTAH PUBLIC OUTREACH AND INFORMATION PROJECT

JANUARY 31, 2024

Jacques & Associates (J&A) has strategically prepared an approach to provide public engagement for the Town of Hideout Public Outreach and Information Project.

Celebrating its thirtieth year, our consulting firm is headquartered in Orem, UT. Scott Henriksen, President of J&A, will be the principal contact person authorized to commit to a contractual agreement. His contact info is: 151 N 240 W, Orem, UT, Email: scott@ja-today.com, Phone: 801-857-1408.

We acknowledge any addendums as applicable, and confirm the commitment of key personnel identified in the submittal to the extent necessary to meet the quality and schedule expectations.

If you select Jacques & Associates for this work, we are confident that at the end of this project, the town residents will feel that they have been informed and listened to every step of the way. The town leadership will be proud of the way every interaction with the public was executed and how the perception of the town and its leadership will be enhanced and even more positive than it already is. A high level view of our efforts will include the following.

Educate: Stakeholders will be educated on the need for the project(s), the benefits they will provide and the value they will bring to the town.

Inform: Our team will create a consistent schedule and provide regular updates to the businesses, residents and town staff. We will regularly brief the project team about the progress and status of the projects.

Engage: We will provide a detailed final report of the efforts and success of the work performed.

Aligned Messaging: Utilizing a project web page, FAQ's (Frequently Asked Questions), email communications, a project hotline that is available 24 hours a day and always answered within 30 minutes, an active blog, social media, door to door flyers, direct mail notifications and public meetings we will have strategically produced consistent messaging over the life of the project.

Trust: As this project concludes you will be appreciative of the trust that has been built. People trust what is clear and they will comment about how clear the process was, how clear the information was and how clear it was to know and understand how they could be engaged.

Our team is committed to provide the key personnel listed in this proposal to the extent needed to perform the work and exceed your expectations.

**Proposal for Public Involvement Services
Jacques & Associates Inc.**

Introduction: Jacques & Associates Inc. is pleased to present this proposal to provide comprehensive public involvement services for the Town of Homestead, Utah. As a reputable public involvement firm, we aim to facilitate effective communication, engagement, and collaboration between the Town and its community stakeholders. Our expertise in strategic planning, public relations, and community outreach positions us as an ideal partner to address the Town's two critical needs.

Objective: The primary objective of our proposal is to support the Town of Homestead in achieving success in two key areas:

1. Development and implementation of a strategic plan for the Town's future.
2. Public engagement for the potential increase in the Certified Tax Rate.

Strategic Plan: The town's strategic plan is a vital tool in charting a course for its future, fostering regional partnerships and aligning priorities for collective growth. Our approach involves comprehensive data analysis, stakeholder engagement, and collaboration to identify town needs, necessary actions, and potential leaders for those actions. We will work closely with the town to articulate a compelling strategy that not only addresses immediate needs, but also positions the town to secure investment from local governments and the State. This strategic plan will be a powerful tool for obtaining grants, aligning legislative agendas, and attracting funding for implementation.

Certified Tax Rate Increase: The proposed increase in the Certified Tax Rate is a crucial initiative to generate revenue for essential infrastructure projects, road maintenance, and professional services supporting commercial development. Our public involvement strategy for this initiative includes a targeted PR campaign to inform the public about the proposal. This campaign will be ready for public dissemination by early June, with a public hearing scheduled for August. Our focus will be on transparent communication, addressing concerns, and garnering public support for the tax increase by highlighting the benefits it brings to the community.

Timeline:

- March – April: Strategic PI development
- May: Initial meetings and project familiarization.
- Early June: Draft and finalize communication materials.
- Mid-June: Commence social media and outreach campaigns.
- July: Plan and execute public forums and focus groups.
- August: Public hearing on tax proposal.
- Public Hearing: August

Conclusion: Jacques & Associates Inc. is committed to providing high-quality public involvement services to meet the unique needs of the Town of Homestead. Our strategic approach aims to not only fulfill the immediate requirements, but also to build a foundation for sustained community growth and development. We look forward to the opportunity to contribute to the success of the Town's strategic initiatives.

For more detailed information, please refer to our comprehensive proposal document. We appreciate your consideration and are available for further discussion.

Sincerely,

Scott Henriksen
Jacques & Associates Inc.

Proposer Qualifications

Proposer Qualifications

STATEMENTS

1. Jacques & Associates Inc. is not currently involved in arbitration or litigation for any reason.
2. Jacques & Associates has never filed for reorganization or bankruptcy.
3. Jacques & Associates has extensive experience with public outreach services for states and cities.

EVIDENCE OF SUCCESSFUL STRATEGIES

J&A brings unique capabilities and extensive experience that will add value and increase public perceptions and acceptance of the projects for the town.

Since our establishment 30 years ago, we have provided public involvement, public engagement, and public relations services for hundreds of projects.

Our successful public engagement strategies have been building relationships of trust with stakeholders all over Utah for the past 30 years.

Our strategy of “partnering with the public” is a proven success formula that has improved the relationships between communities, projects, and project owners for every project we work on.

SIMILAR PROJECT EXPERIENCE

Payson City Strategic, General and Master Plan

Jacques & Associates was awarded the contract to work for Payson City to develop and communicate the city’s strategic, general and master plans.

These included the (1) Culinary Master Plan, (2) Pressure Irrigation Master Plan, (3) Sewer Master Plan, (4) Storm Drain Master Plan, and (5) Transportation Master Plan. J&A worked closely with the city for three years developing and rolling out these plans. &A was tasked with managing and answering all information relative to these plans through the city’s social media platform, by developing content and facilitating presentations to residents.

Owner: Payson City

Contact: Travis Jockumsen

Current Phone No: (801) 465-5235

Public Involvement Manager: Scott Henriksen

Public Involvement Lead: Darryl Jacques

Taylorsville Bennion Water Rate Study

This project involved a water rate study process to determine charge rate changes for stakeholders in this area. Jacques & Associates created a comprehensive Public Information Plan which had two purposes. The first purpose was to assist in delivering the news of the rate changes in a clear, easy to understand manner that established trust between TBID and the public affected by the change rates. This included facilitating public hearings in which facts were presented to the public and comments were received and documented.

The second purpose of the Public Information plan included a long-term plan for interacting with and informing TBID customers. Facebook and other social media platforms were launched and suggestions and strategies for a long-term successful outreach were detailed.

Owner: Taylorsville-Bennion Improvement District

Contact: Keith Lord

Current Phone No: (801) 580-5409

Public Involvement Manager: Scott Henriksen

Public Involvement Lead: Melinda Greenwood

Highland City Water Meter Project

Jacques & Associates was retained by Highland City to provide public information services for the installation of secondary water meter systems to approximately 3000 properties. The purpose of this 2-year project was to be able to measure the amount of secondary water being used in order to have the residents pay for water usage instead of being charged a flat fee. Jacques & Associates role included outreach to the residents to inform them of the change and how it might affect their utility bill and to inform them of the impacts during the physical installation of the water meters.

J&A created the public relations outreach plan, developed the public outreach messaging, set up and managed a 24-hour project hotline, developed a dedicated project website, created first and second contact door hangers for all properties, developed a citywide mailer to introduce the project, and managed the public relations with the residents and businesses.

Proposer Qualifications

Proposer Qualifications

Owner: Highland City
Contact: Andy Spencer
Phone No: 801-367-4387
Public Involvement Manager: Scott Henriksen
Public Involvement Lead: Scott Henriksen

Lehi City Water Meter Project

Jacques & Associates was retained by Lehi City to provide public information services for the installation of secondary water meter systems of approximately 1500 residents. The purpose of this 2-year project was to be able to measure the amount of secondary water being used in order to have the residents pay for water usage instead of being charged a flat fee. Jacques & Associates role included outreach to the residents to inform them of the change and how it might affect their utility bill and to inform them of the impacts during the physical installation of the water meters. J&A created the public relations outreach plan, developed the public outreach messaging, set up and managed a 24-hour project hotline, personal flyer delivery to 1,750 properties, on-site meetings with property owners, notification of utility interruptions and project documentation of all these tools.

Owner: Lehi City
Contact: Shyloh Muhlestein
Phone No: 801-368-6357
Public Involvement Manager: Scott Henriksen
Public Involvement Lead: Sydne Jacques

Pleasant Grove 2600 North Road Widening – Right of Way Acquisitions and PI Services

Jacques and Associates Inc. was retained by Pleasant Grove City to provide the right of way acquisition services and public involvement services for the road widening of 2600 North which is a major collector for the city. This project involved multiple contacts with property owners to negotiate the agreements for warranty deeds, easements, and Right of Entry permits to allow for the widening of the road, and to coordinate the alterations to property access and driveways with all of the residence and businesses.

J&A created the public relations outreach plan, developed the public outreach messaging, facilitated the public meetings, set up and managed a 24-hour project hotline, developed a dedicated project website, created first and second contact door hangers for all properties,

and managed the public relations with the residents and businesses throughout the right of way negotiations, the project design and construction periods.

Owner: Pleasant Grove City
Contact: Neal Winterton
Phone No: 801-592-2526
Public Involvement Manager: Scott Henriksen
Public Involvement Lead: Marc Minor

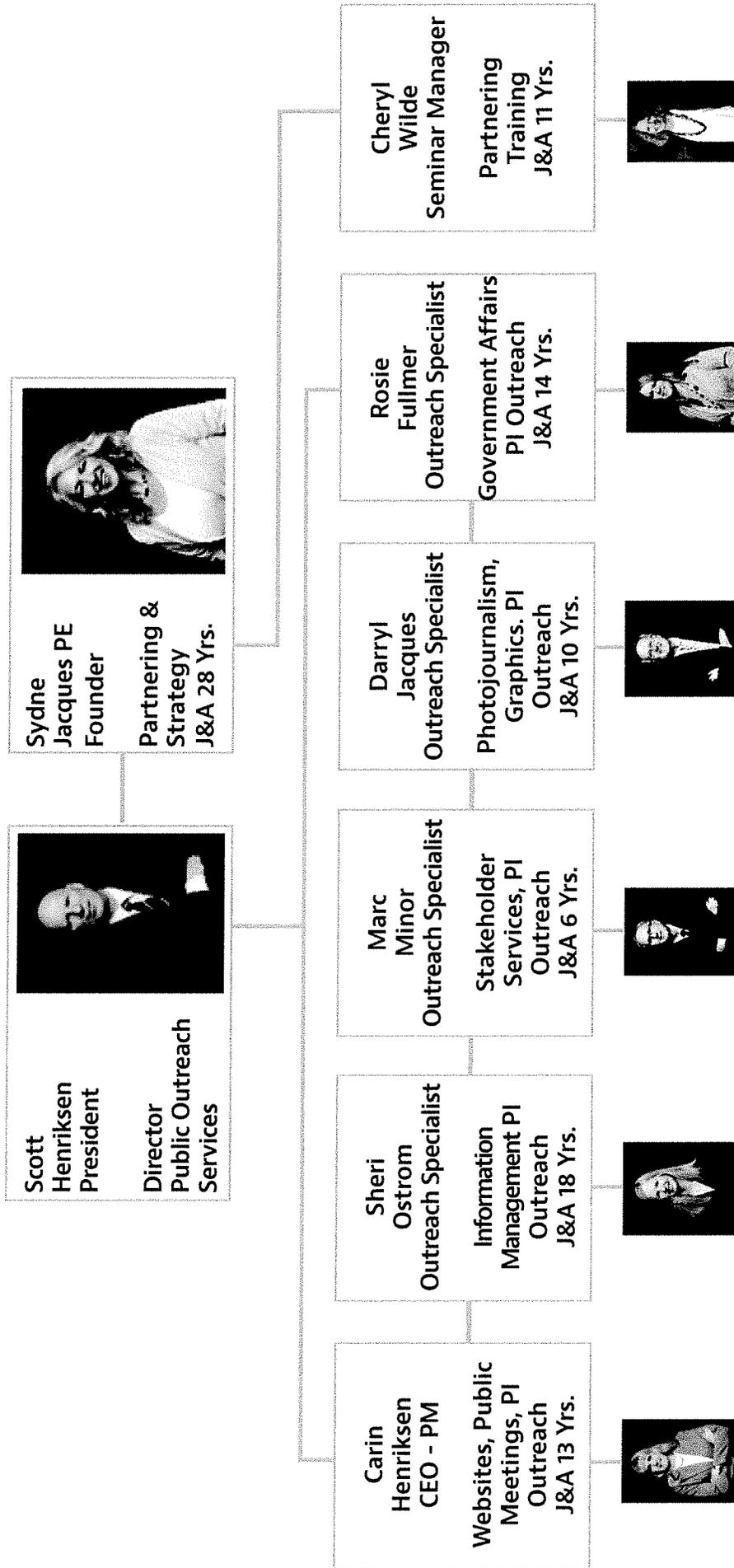
Park City Bus Stop Management Program

Jacques and Associates Inc has been retained by HNTB to facilitate the public involvement services for the Park City Bus Stop Management program which involves communicating the needs for new bus stops, improvements to existing bus stops, and negotiations of agreements with property owners for the project. We are currently in the early stages of this project and are beginning our efforts to visit with property owners.

Owner: Park City
Contact: Kristi Shinall
Phone No: 801-592-2526
Public Involvement Manager: Scott Henriksen
Public Involvement Lead: Sheri Ostrom



ORGANIZATION CHART



Work Plan Overview

1. **Introduction:** The Town of Hideout, Utah, is embarking on a strategic plan and potential property tax increase to enhance its future and address critical needs. Our proposed approach aims to engage the public effectively, ensuring transparency and garnering support for these initiatives.

2. **Methodology and Process:**

a. ***Initial Meetings:***

- Conduct meetings with Town staff to gain insights into the strategic plan and the proposed tax increase.
- Establish a collaborative understanding of goals, challenges, and desired outcomes.

b. ***Project Familiarization:***

- Thoroughly familiarize ourselves with the strategic plan and its goals.
- Analyze the proposed tax increase's objectives, focusing on matching funds, infrastructure, road maintenance, and professional services for commercial development.

c. ***Material Creation:***

- Develop comprehensive materials for various communication channels (dedicated website, social media, email, town newsletter) to inform residents about the strategic plan and tax proposal.
- Craft messaging that clearly communicates the need for projects and the benefits of the tax increase.

d. ***Public Communication Strategies:***

- Engage in discussions with the Town to formulate effective communication strategies.
- Identify key messages, channels, and timing to ensure maximum reach and impact.

e. ***Feedback Gathering Methods:***

- Implement online platforms for real-time engagement, ensuring inclusivity and convenience.
- Plan public forums, focus groups, and open houses to gather diverse perspectives.

3. **Proposed Schedule:**

- March – April: Strategic PI development
- May: Initial meetings and project familiarization.
- Early June: Draft and finalize communication materials.
- Mid-June: Commence social media and outreach campaigns.
- July: Plan and execute public forums and focus groups.
- August: Public hearing on tax proposal.
- Public Hearing: August

4. **Cost Control and Efficiency:**

- Leverage existing town resources for material creation and distribution.
- Explore partnerships with local media for cost-effective PR coverage.
- Utilize digital platforms for cost-efficient and widespread communication.

Work Plan Overview

5. **Deliverables:**

- Comprehensive communication materials (dedicated website, social media posts, emails, newsletter articles).
- Public engagement report summarizing feedback from forums and focus groups.
- Post-public hearing report outlining key concerns and support.

6. **Advantages to the Town:**

- Enhanced public understanding and support for strategic initiatives.
- Increased likelihood of obtaining grants through informed grant applications.
- Strengthened community collaboration for successful implementation.

7. **Innovative Solutions:**

- Implement interactive online platforms for real-time public input.

In conclusion, our work plan is designed to facilitate transparent communication, engage citizens effectively, and ensure the success of the strategic plan and tax proposal. We are committed to providing valuable insights and fostering collaboration between the Town and its residents.

Work Plan

Public Engagement Work Plan

Public Engagement Team

This project needs a dedicated and experienced public engagement team with extensive experience.

Focus on Listening, Educating, and Informing

Our public engagement approach to this project will incorporate a strategically designed campaign which Jacques & Associates Inc. (J&A) will implement to educate and inform businesses and residents of the need and purpose of the two projects.

J&A will address the concerns of all the stakeholders. We will engage with the public and develop relationships with concerned individuals which is a key component of the outreach strategy.

We know from experience that effective public engagement creates trust with the community and provides superior outcomes to stakeholder issues.

As we engage with stakeholders and listen to and address their concerns, they will come to appreciate the town leadership's determination to fulfill its responsibility to plan and prepare for its residents' needs, maintain systems, and care for those whose lives and livelihoods are at stake.

Public Meetings

Public meetings provide an excellent opportunity to build trust with the stakeholders and educate them about the need for these projects.

J&A has extensive experience in strategically designing and timing these meetings. We will work with the town leadership to incorporate their unique understanding of this community in developing the messaging and presentation materials for each meeting.

We will strategically implement the delivery of the invitations to these meetings. Methods we will consider are delivery by

mailed postcards to reach the largest number of stakeholders, hand placed door hanger invitations, existing social media platforms, the town newsletter and web page, and PSA's to local media.

Communicating with the Public

An important part of building trust is to reach out and develop stakeholder relationships early on. We are great communicators and we know the value of frequent and effective communication. We will explain the projects to the public in a manner that they have a clear understanding of the purpose and need. In every situation, we listen, document, and then respond to the stakeholders about the project(s).

Developing a Deep Understanding of What is Important

Some of the tools that we will use to accomplish the town leadership's objectives are shown in the info-graphic following this work plan. Using these tools we help stakeholders understand the purpose and need for these projects.

We proactively listen to concerns, discuss issues, and develop relationships of trust. Consequently stakeholders have the confidence to contact us directly, instead of local government leaders with their questions, concerns and complaints.

Our J&A team will take the input from the community and present it to the project team in a clear and concise way, which will help the town leadership make better decisions that foster trust with their community.

This matters because when the town residents and businesses know that they have been heard, even if the answers or solutions are not what they individually hoped for, their trust with town leadership increases.

We have the tools and experience to provide the very best public engagement effort for your project. You will love having our team work for you!

Public Engagement Work Plan

COMMUNICATION PLAN

One of the most effective tools that J&A employs to build trust with stakeholders is our *frequent and consistent* contact. We will keep them up-to-date and informed throughout the life of the projects.

J&A will organize public meetings as needed to accomplish the public engagement goals for this project. Public meetings will provide a more personal experience with project team members and more focused discussions about topics of importance to affected and interested stakeholders.

Through this public engagement process, a sense of community empowerment will be generated and felt by all who participate. The comments and input received from stakeholders at these meetings will be invaluable to the project team as they work through the decision making process.

MESSAGING STRATEGIES AND TACTICS

We will provide frequent and consistent communication through a project hotline where members of the public can call and reach an individual during reasonable waking hours, including after regular work hours, weekends, and holidays. We will reach out to and educate the public of the need for these projects while providing opportunities for the stakeholders to be engaged. We will create various avenues for commenting and viewing information about the project.

Our public engagement team will, as needed, attend Town Council meetings, work sessions, or other meetings and provide an overview of the public outreach efforts and concerns to date. We will work with the project team to provide updates on the progress of the public engagement efforts. We will engage with the public through pictures, drawings, written summaries, etc. and will use social media, printed, and web publication materials to convey information and gather feedback.

MANAGEMENT PROGRAM

Our project management approach, which includes the opportunities to address risk, change, and crisis management, begins with our internal staff weekly meetings where we review the project schedule, stakeholder impacts, communication received and resolutions that are being coordinated with our internal team. We use this process so that we are constantly getting feedback and keeping our eyes open to new ideas and methods of engagement.

We are focused on quality control/quality assurance for the public engagement effort. As with any quality product, care is taken to create the best outcome from the time that J&A first begins work. We have a quality control system that includes "Second Set of Eyes" on all documents that will go to the public in any form (written, email, website, and social media).

IDENTIFICATION AND RESOLUTION OF CRITICAL ISSUES

As the Public Engagement consultant we are committed to coordinate the project goals and timelines between the public and the project leadership. An integral part of this strategy is early identification and resolution of critical issues. At the earliest phase of the project, it is critical for us to gather all the information needed from stakeholders to make sure we understand their concerns and properly address them. By so doing, we build trust with stakeholders and assure them that they can count on us to be there from the beginning to the end of the project.

DOCUMENTATION

Our database and project log are living documents that the entire team has access to. These documents provide the backbone for the reports that we take to project meetings. We will provide reports at these meetings that keep the entire team up to date and informed of the public engagement effort. We have an internal file and documentation system that keeps all public engagement records, photos, videos, and documents organized and easily accessible. At the end of the project we provide a final report of all public engagement efforts which includes a summary of the work performed, the project log, public notices, results of public meetings, relevant project photos and social media content.

PROPOSED FEE AND RATE SCHEDULE

See attached document.

Respectfully Submitted
 Scott Henriksen / President
 Jacques & Associates Inc.
 Dated - January 31, 2024

CRITICAL ACTIONS & MILESTONES



IDENTIFY AND BUILD RELATIONSHIPS OF TRUST WITH KEY STAKEHOLDERS

An important part of building relationships of trust is to involve stakeholders early so they feel included in the process. We will work with the project team to identify individuals, groups, and agencies that should be included. Our goal will be to align the public engagement process with what you value - safety, integrity, quality, and people.



USE A VARIETY OF TOOLS TO REACH THE AUDIENCE

We will develop strategic messaging (including FAQs and talking points for internal stakeholders). We have a variety of different tools – phone hotline, email, flyers, direct mail, project websites, social media, personal visits, news letters and targeted stakeholder relations activities.



ESTABLISH THE PUBLIC ENGAGEMENT OUTREACH SCHEDULE

Depending on project schedule, we will most likely schedule the following public meetings:

- Public Meetings – Explain purpose & need for the strategic plan and the Certified Tax Rate. Facilitate presentations and education about the projects.



CRITICAL ACTIONS

We will ensure that all inquiries are responded to within 24 hours, be proactive in outreach efforts, and always be anticipating what might be coming. We will coordinate with the town staff to address all stakeholder concerns.



THINGS TO WATCH OUT FOR

We will meet personally with any individuals or groups that are interested in the projects to make sure we understand their concerns and promptly address any comments they have. establish trust through consistent and accurate messaging, and effectively communicate with businesses and residents.

TOOLS FOR SUCCESS



IN-PERSON VISITS



EMAILS



NEWSLETTERS



TEXTING



WEBSITES



SOCIAL MEDIA



PUBLIC NOTICES



PUBLIC MEETINGS



COMMENT CARDS



PHONE CALLS



151 North 840 West / Orem, UT 84057 / Cell: 801-857-1408 Email scott@ja-today.com

Jacques & Associates Inc. Lump Sum Fee for Hideout Utah RFP

Subject: Public Relations Services Proposal

Project Name: Hideout, Utah RFP

Date: 1/31/2024

Jacques and Associates is a public involvement services firm celebrating its 30th year in business serving as a leader in public engagement and outreach services.

This proposal is to fulfill the RFP public relations requirements as detailed in this proposal.

Our quote for this work is as listed below:

Lump Sum Cost Quote.

We propose to provide the necessary public relations services for this project at a Lump Sum Cost of \$59,369.00 for Public Information Management services performed on this project.

The contract period for this work is anticipated to extend from March through September of 2024 but in no case will it extend into 2025 without negotiating additional fees.

Exclusions:

No paid media, or partnering facilitation is included in this cost proposal. If the need for partnering or paid media arises, the cost for these services will be negotiated separately.

Thank you for the opportunity to provide this proposal.

Sincerely,

Scott Henriksen

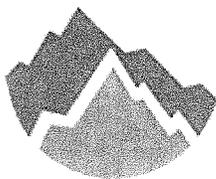
801-857-1408



151 North 840 West / Orem, UT 84057 / Cell: 801-857-1408 Email scott@ja-today.com

Jacques & Associates Inc. Hourly Billing Rate Schedule

Sydne Jacques	Carin Henriksen	Scott Henriksen	Sheri Ostrom	Marc Minor	Darryl Jacques	Rosie Fullmer	Additive Specialists
Partnering / Training	PM /Website Dev & Title VI Meetings	PI Services Director / Project Manager	PI Specialist /Public Notices & Meetings	PI Specialist /ROW Agreements/Stakeholder Services	PI Specialist /Graphics & Media	PI Specialist /Stakeholder Services/Utility Coordination	PI Speicalist / PI Services
\$ 215	\$ 175	\$ 165	\$ 145	\$ 140	\$ 136	\$ 130	\$ 120



RESPONSE TO

TOWN OF HILDOBOUT RFP FOR A PUBLIC RELATIONS
SERVICE AND PUBLIC RELATIONS TO CITY AND TOWNSHIP

PREPARED BY



Langan Communications

February 1, 2024

CONTACT

Helen Langan

801-641-6569

helen@helenlangan.com



COMMUNICATIONS SERVICES CONTRACT YEAR 2014

Expertise of Langan Communications:

Our team brings extensive expertise in public affairs, public relations, crisis communications, strategic communications, media relations, speechwriting/talking points, and constituent engagement. We are confident that our strategic, proactive communications approach will successfully introduce these projects to the public and address potential concerns on behalf of the Town of Hideout.

Thank you for considering Langan Communications for these projects. We look forward to the opportunity to contribute to the town's success. Please reach out with questions at any time.

- A. Transmittal letter stating the respondent's intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:
1. A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
 2. A statement indicating whether the respondent is a corporation or other legal entity.
 3. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
 4. A certification statement to the effect that the person signing the proposal is authorized to do so, on behalf of the respondent.
 5. Names of the key contact persons with their title, telephone numbers, and email. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from the Town.
 6. Name and complete mailing address of the respondent along with telephone number.
- B. Comprehensive RFP response including all requested information and documentation. Proposals shall also include a copy of current billing rates for key personnel. The proposal response shall include at a minimum the following sections:
1. Executive summary (two pages maximum)
 2. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
 3. Proposer Qualifications: This section should describe the proposer's experience on similar projects, including the individual team members' involvement on the specific projects described. Project information for the identified projects should be briefly included.
 4. Work Plan: This section should describe the methodology and process proposed to be used to complete the scope of work defined in Section 3, including any potentially innovative or creative solutions for the project. It should address the proposed schedule for the Consultant's work, identify any proposed strategies to be used to control costs, maximize construction economy and insure operational effectiveness; describe outputs to be delivered; and identify advantages of the proposal to the Town.
 5. Proposed Fee: The proposed fee shall be LUMP SUM inclusive of all costs to complete the work including but not limited to travel, equipment, testing, and plan reproduction costs.

- a. Any additional items not included in the base bid shall have a separate cost specified in the event the Town chooses to include one or more of those items.

6. Billing Rates: The current billing rates for all key personnel.

4.5 SUBMITTAL OWNERSHIP

All proposals (and the information contained therein) shall become the property of the Town. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the Town. No proposal shall be returned to the respondent regardless of the outcome of the selection process. Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Town.

4.6 TOWN USE OF PROPOSAL IDEAS

The Town reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

4.7 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be submitted in writing and be directed to:

Jan McCosh, Town Administrator, Hideout jmccosh@hideoututah.gov

Business Hours: M - Th 8:30 a.m. to 5:00 p.m.
Telephone: (435) 776-6066

4.8 ACCEPTANCE OF PROPOSAL

- A. The Town reserves the right to reject any or all proposals for any reason and or waive minor irregularities when to do so would be in the best interests of the Town. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that the Town may terminate this procurement procedure at any time, and the Town shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

4.9 DISQUALIFICATION OF PROPOSAL

- A. The Town reserves the right to reject any and all proposals received by reason of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Town. The Town may or may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets the

Town's needs and is the most advantageous proposal received. No oral, telegraphic or telephonic proposals or modifications will be considered.

- B. The occurrence of any of the following may result in disqualification of a proposal:
 - 1. Failure to respond by the established submission deadline.
 - 2. Failure to completely answer all questions posed in the RFP.
 - 3. Use of any other type of form or format other than those indicated in the RFP.
 - 4. Failure to provide requested documentation at the time of proposal submission.
 - 5. Illegible responses.
 - 6. If the proposer adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award, or any other unauthorized conditions, limitations or provisions.
 - 7. If the proposer is unable to evidence a satisfactory record of integrity.
 - 8. If the proposer is not qualified legally to contract.

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

4.10 WITHDRAWAL OF PROPOSAL

The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

4.11 EVALUATION CRITERIA

- A. All requirements identified in this RFP must be satisfied to insure that the proposal will qualify for consideration. The Town desires to receive proposals from firms who can demonstrate operational and technical qualifications and capabilities.
- B. All proposals will be evaluated by representatives of the Town to identify the proposal that best meets the needs of the Town as set forth in the RFP. A component based system will be used to evaluate all proposals. A brief description of each component includes:
 - 1. Qualifications: This category represents an evaluation of the Consultant's understanding of the project and the technical approach to be used to meet the Town's needs for community outreach and feedback.
 - 2. Key Personnel: This category deals with the experience level of key personnel proposed for this project and the proposer's willingness and demonstrated ability to work effectively with the Town. Experience relates to the overall assessment of the proposer's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP.
 - 3. Project Approach: This category represents an evaluation of the Consultant's plan for managing the information provided by the Town. It includes an evaluation of the Consultant's plan to garner public input and disseminate information to best inform the public. This category will also evaluate the Consultant's ability to meet the Town's timelines.

4. **Project and Client Experience:** This category deals with the proposer's performance on similar prior projects and the proposer's willingness and demonstrated ability to work effectively with the Town. Also experience with strategic communication and in dealing with property tax proposals and the nuance of State of Utah law regarding the property tax and educating the public on these nuances. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP.
5. **Fee Proposal:** This category will evaluate the Consultant's proposed fees.

5. GENERAL REQUIREMENTS

5.1 AMENDMENTS

No oral modifications or amendments to this RFP shall be effective. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all who received an RFP.

5.2 COMPENSATION FOR SERVICES

The Town intends to enter into a professional services contract covering the projects outlined in this RFP. Failure of the successful proposer to enter into a written contract may result in cancellation of the award. Compensation for the services rendered will be based a task completion basis and may not exceed the fees provided in the response to this proposal.

5.4 NON-COLLUSION

Consultant shall guarantee that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, or cost estimate of any proposal or its price.

5.5 OMISSIONS

Should the RFP not contain sufficient information in order for the firm to obtain a clear understanding of the services required by the Town, or should it appear that the instructions outlined in the RFP are not clear or contradictory, the Consultant may obtain written clarification from the Town at least 24 hours prior to the required time and date for proposal submission. The Consultant shall include a copy of the written clarification with its submission.



February 1, 2024

To Ms. McCosh,

The enclosed is a proposal from Langan Communications in response to the Town of Hideout RFP for a Public Relations Firm for Public Outreach and Information. If selected in this process, Langan Communications intends to fulfill a contract with the town of Hideout that meets the needs of the town as outlined in the RFP. Any questions should be directed to Langan Communications Founder and CEO, Helen Langan, who's contact information is listed below.

Langan Communications will comply with all terms and conditions as indicated in the RFP.

Langan Communications is an S Corporation.

Langan Communications does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

The person signing this proposal, Helen Langan, Founder and CEO, is authorized to sign on behalf of Helen Langan Communications & Strategy.

Attest:

Helen Langan
Founder and CEO
Langan Communications & Strategy
Email: helen@helenlangan.com
Phone: 801-641-6569

Mara Silver
Account Supervisor
Langan Communications & Strategy
Email: mara.silver@stanfordalumni.org
Phone: 202-431-4335

Signed: _____

Helen Langan
Langan Communications & Strategy

834 E. Bryan Ave
Salt Lake City, UT 84105
helen@helenlangan.com
801-641-6569



ABOUT LANGAN COMMUNICATIONS

Langan Communications is a professional consulting and public relations firm that partners with state and local government and corporate clients to implement communication strategies that successfully achieve complex and organizational goals. Langan Communications has particular expertise working with state and local governments to run proactive and reactive PR campaigns to support potentially controversial issues.

Langan Communications is eager to collaborate with the Town of Hideout on the projects outlined in its Request for Proposals (RFP).

Approach to Projects:

We understand the importance of maintaining and improving the high standard of living for families and businesses in the Town of Hideout. Our approach focuses on collaborative efforts with town officials to comprehend the scope, impacts, and early concerns related to the strategic plan and proposed tax increase. By working closely with city staff, we aim to address questions, solve problems, and ensure the approval of all marketing materials for effective public communication.

Communication Strategies:

To mitigate potential public concerns about tax increases, we propose a comprehensive, creative, and strategic communications plan. This includes well-crafted messaging emphasizing the direct benefits of the fee increase, a Stakeholder's Report in simple infographic form, an in-depth FAQ document, paid Facebook ads, specific content for the town's website, and a social media content calendar. Targeted outreach to key stakeholders and influential community members will commence before project launch dates to educate the community and build positive attitudes.

Tactical Engagement:

At a tactical level, we suggest incorporating special events such as constituent breakfasts to educate the public on the strategic plan and the benefits of increasing the tax rate. These events would include opportunities to solicit public input on the strategic plan and the tax rate as well as opportunities to discuss the benefits of long-term Town planning, infrastructure projects, and increased Town income.

Given the desire to increase commercial development and sales-tax generation, we suggest a special event and publications for current and potential merchants, business people, and investors. The event would focus on stimulation in these areas as well as incentives for commercial development and efforts to increase the income of the Town. All messaging will be clear, consistent, and approved by city staff. In the event of questions or complaints, we commit to staying in close contact with city officials to craft timely responses that benefit the Town's reputation.



TOWN OF HIDEOUT COMMUNICATIONS PLAN

Expertise of Langan Communications:

Our team brings extensive expertise in public affairs, public relations, crisis communications, strategic communications, media relations, speechwriting/talking points, and constituent engagement. We are confident that our strategic, proactive communications approach will successfully introduce these projects to the public and address potential concerns on behalf of the Town of Hideout.

Thank you for considering Langan Communications for these projects. We look forward to the opportunity to contribute to the town's success. Please reach out with questions at any time.



Our team is highly qualified and very passionate about helping you successfully achieve your goals. We believe in the positive role local governments can play in the lives of their residents. Our team has worked at every level of government and we bring a unique blend of community relations, public affairs, public policy expertise, legal strategy and decades of marketing and communications expertise to the table. We have served clients in both the public and private sector. With our decades of public affairs, communications, and public relations work, particularly in working on behalf of government officials, we are well positioned to become a trusted asset to the Town of Hideout. The individual roles and responsibilities of key team members can be found in the organizational chart further below, along with details on our expertise and experience in the field. Beyond the specific individuals we have included in this proposal, our firm has an array of additional team members and contractors available to assist with these projects as needed. We look forward to working with you!

Helen M. Langan, founder and CEO of Langan Communications, is a sought after communications advisor with more than 20 years of strategic public relations and communications expertise. She has led numerous results-oriented communication campaigns in the public and private sector. She has held media relations roles at the White House and Congress; executed once-in-a-generation, transformational projects for the Salt Lake City Mayor's Office; and driven PR success at fast growth tech startups and publicly traded companies. Helen's wise counsel is relied upon by elected officials, startup founders, CEOs, and leaders across diverse sectors who rely on her innovative strategies to help them navigate complicated and challenging public relations matters.



Helen's extensive government and public affairs experience began in Washington, D.C. in the White House Press Office and later in the U.S. Congress. Following her time in Washington, Helen worked for nearly eight years in the Salt Lake City Mayor's Office as the Mayor's spokesperson and senior policy advisor. She successfully secured resources and public support for over \$240 million in funding to construct a new public safety building and the new Eccles Theater in downtown Salt Lake City. Before launching Langan Communications, Helen led corporate communications for the popular Marco Polo app. Prior to Marco Polo, she served as the senior director of communications for Vivint Solar, headquartered in Lehi, Utah. She has taught communication courses at both Westminster College and the University of Utah and has been a guest lecturer at Utah Valley University. At Langan Communications, she offers her extensive expertise in public affairs, corporate and crisis communications, political campaigns, municipal government, higher education and technology to a broad range of public and private sector clients. Away from work, Helen is a dedicated wife and mother to her young son and daughter, a holiday celebration aficionado and currently writing a book about her experience beating stage 3 breast cancer.



Christina Mara is a senior legal and strategic communications advisor with experience in all three branches of government. Mara served at the White House in the Office of Presidential Speechwriting and then in the press office of U.S. Senator Barbara Boxer. She also managed press and marketing at Ashoka: Innovators for the Public. She returned to the Hill as counsel on the U.S. Senate Committee on the Judiciary after time as a trial and appellate attorney at the Public Defender Service for the District of Columbia. With the communications team, she handled communications and press strategy at the Senate – drafting press plans, speeches, talking points, and press and social media content.



Mara was the Emergency Applications Clerk/Advising Attorney at the Supreme Court of the United States, where she served as the chief attorney for all emergency matters and time-sensitive cases before the Court. She worked with each Justice and partnered with the Public Information Office on communications and media issues. She is well-versed in dealing with crises and time-sensitive matters under significant time pressure.

She is a graduate of Stanford Law School, where she served as an editor of the Law Review and graduated with academic distinction. Following law school, she was a law clerk to Judge Edward R. Becker of the United States Court of Appeals for the Third Circuit. She has a B.S. from Northwestern University, where she majored in communications and graduated *summa cum laude* with departmental honors.

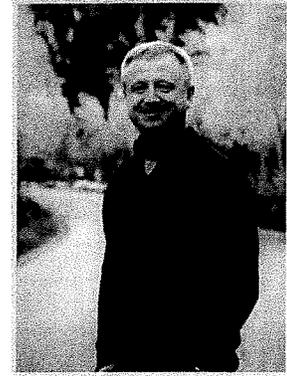
Suzanne comes to the table with more than 20 years of PR and marketing experience. As part of her career, she has managed PR campaigns across a variety of industries, utilizing the power of PR to influence and shape public behavior. She has experience leading government officials in public outreach and education efforts. For example, while at Penna Powers Communications Agency in Salt Lake City, Suzanne helped the Utah Department of Transportation communicate and promote travel routes to residents so that the state could manage traffic appropriately for the 2002 Olympic Winter Games. This included working with government officials to understand the necessary changes, generating effective public information strategies, distributing information to the public, developing mechanisms for feedback, and managing public events. Suzanne also spent more than five years managing marketing campaigns for Ancestry.com, where she and her team worked strategically to re-shape public opinion regarding genealogy and the Ancestry.com brand. For the past 10 years, Suzanne has provided PR and marketing consulting for clients ranging from crowdfunding startups, hospitality and restaurant entrepreneurs, to established tech companies. Suzanne received her BA in Communications from Brigham Young University in 2000, and in 2004, received her Master of Business Administration (MBA) from the Marriott School of Business at BYU. She currently lives in Cedar Hills, Utah, where she and her husband and four children enjoy living next to beautiful American Fork Canyon.





Jared Thompson is an expert in email and digital marketing. With extensive skills in email demand generation, and digital and social media marketing strategy, he drives omnichannel growth for both private and public sectors.

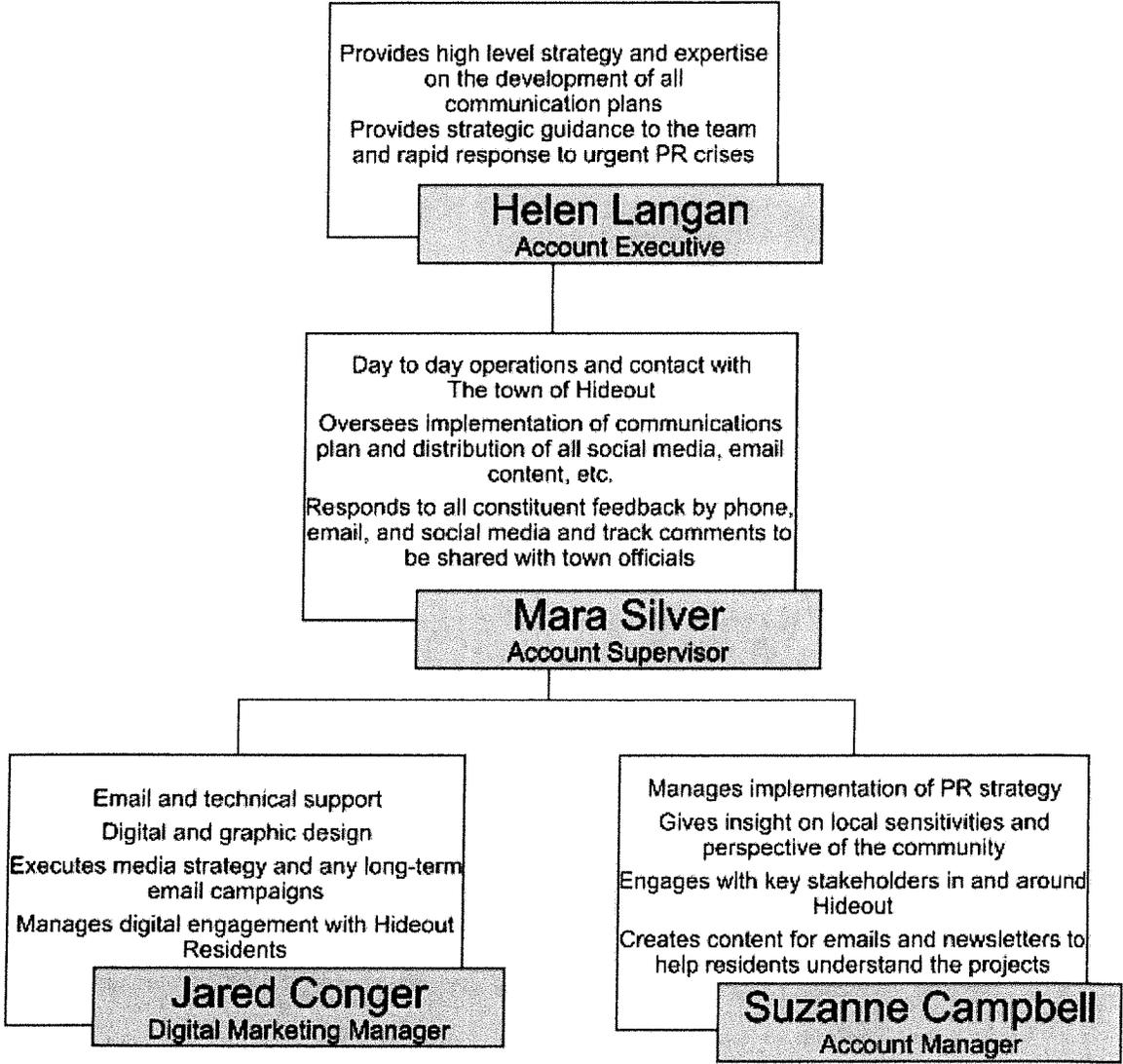
For decades, Jared has offered web design, graphic design, and social media content creation services for his clients. Early clients included Westminster College, Squawk Productions, event production companies, and musical artists, among others. After years of honing his skills, Jared's love of sports led him to accept a corporate position in internet marketing for the Utah Jazz and the Salt Lake Bees. He established a social media strategy, managed digital engagement with fans, and worked in video production. Later, Jared integrated and grew social and other digital platforms for KJZZ and The Sports Zone Network, increasing their followers by 400% in two years. He then took a position at Love Communications to work with clients in the public sector, such as Utah's Office of Tourism and the Utah Health Department.



With his email marketing expertise, Jared then moved to UnitedHealth Group's Optum company. There, he held the roles of Senior Digital Marketing Manager and Director of Digital Campaigns. He led teams with high-profile clients on nurture campaigns, engagement scoring models, and growth marketing for various business units using tools such as Eloqua and ON24. He then moved to The Summit Group to be the Media Director. Jared brings these leadership skills and his rich technical knowledge of marketing platforms to clients of Langan Communications.



ORGANIZATIONAL CHART FOR HIDEOUT



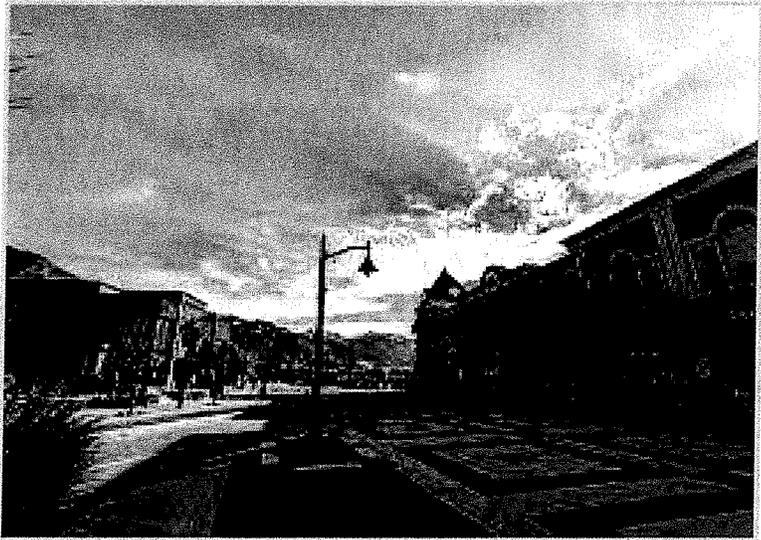
*Please note, we have additional team members who are highly qualified and at the top of their fields and we can pull them in to work on this project as the specific needs evolve.



Langan Communications has long worked with state and local governments to provide public relations assistance. One particularly salient recent example is Langan Communications' work with the City of Holladay. Langan Communications worked with the City of Holladay to successfully roll out a new city-wide stormwater fee. City officials had grave concerns of public outcry or retaliation and wanted help educating and reaching out to its citizens. This campaign involved preventative PR to get ahead of public outcry, including strategic messaging, social media content, and city newsletter and newspaper articles. It involved direct engagement with key community stakeholders and residents on the issue. Langan Communications worked closely with city staff to understand the issue in-depth and prepare materials to be distributed on the city's website and on social media. The messaging for this issue was carefully crafted to help the city explain this change and increased fees to its residents and to highlight the need for the funding, particularly compared to nearby cities with similar fees. Langan Communications prides itself on listening to city officials and working around political sensitivities, while also providing strong recommendations for the best PR possible.

After months of preparation, the fee was rolled out in January 2021. The months leading up to the launch involved successful email and social media campaigns, stakeholder engagement, and several pieces in local media to make sure residents were as informed as possible about the change. In the weeks after the new fee was implemented, phone calls and emails from residents were responded to using carefully crafted but city-approved language. Any questions or issues that arose were discussed with city officials. Langan Communications staff provided recommended language in assuring that residents' needs were addressed. This process focused on transparency for the city and its residents with clear messaging to explain the need for the new fee and how the funds would be reinvested into the city to protect property and people in Holladay.

The city's new stormwater fee was successfully rolled out and City leaders were pleasantly surprised that the large public outcry they were anticipating was virtually non-existent.





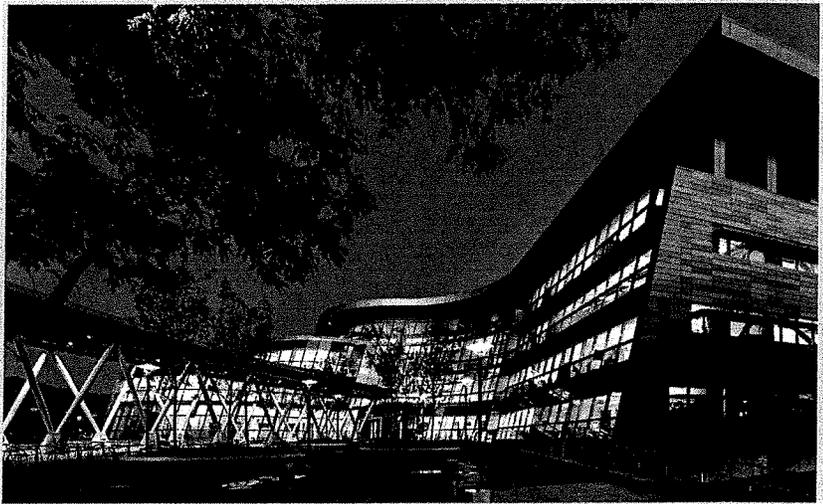
Public Safety Building - Salt Lake City

In 2008, Helen was tasked with the challenge of helping Salt Lake City receive bond approval for construction of a much-needed new \$125 million Public Safety Building. Three unique challenges accompanied this project. First, the general obligation bond had previously failed when it went up for a public vote in 2006. So 2008 would be the second time the bond would appear on the ballot for approval. Second, 2008 marked the height of the recession, making individuals even more opposed to tax increases than in a normal, healthy economy. Finally, Helen was asked to tackle this challenge right after Salt Lake City had proposed to build the new Public Safety building on Library Square, without realizing the enormous controversy and public outcry that this location would spark due to concerns about a beloved public space being converted to law enforcement use. Before work on the bond campaign could begin, Helen had to work quickly to diffuse the very vocal, negative sentiments of organized groups of residents who were outraged and working to stop the project.

Helen led the team that tackled these challenges with tact and political savvy – broadening the conversation beyond the siting of the building, working with the City to diplomatically change site locations, and promoting that change in a positive way to the community. This was done while also seeking feedback from the community regarding the entire bond proposal and educating residents as to why a new Public Safety Building was necessary. An area of focus was ensuring that residents understood the long-term benefits of the project. Helen also persuaded the Utah Taxpayers Association, an entity typically opposed to tax increases, to come out publicly in support of the Public Safety Bond. The Utah Taxpayers Association recognized the need for the new building and worked closely with Helen to participate in a press conference and media interviews, which helped to further re-shape public opinion.

Public Safety Building

Voters approved the new \$125 million general obligation bond for the new Public Safety building with more than 70% of the vote.





Helen managed a massive, multi-faceted strategic effort to secure the political and financial support of Salt Lake City and Salt Lake County leaders to approve funding and build a new \$115 million performing arts center. The idea of building a professional Broadway-touring theater and large arts venue in Salt Lake City had been a dream of pioneering city leaders dating back to the 1960s, when the idea was included in the Salt Lake Chamber's "Second Century Plan." Sadly, it became the only project from that plan that never received approval or moved forward. Multiple attempts were made by elected officials in the 1980s and 1990s to secure the funding to build the theater and the idea repeatedly died by narrowly lost votes. One of the primary reasons the idea of a world-class theater kept failing was largely because smaller local arts organizations with influential board members were vehemently opposed. They were concerned that a new, Broadway-touring theater would erode their own public support.

Upon learning another neighboring city was threatening to build a large theater, the Mayor of Salt Lake City asked Helen to lead the project and get the theater built. Helen spent five years tackling and working through a myriad of controversies and challenges—overcoming political and public relations challenges and working to garner key votes of support for funding and other elements of the project from the Salt Lake City Council and Salt Lake County leaders who initially opposed the theater. That proved to be the tipping point, and the dream of a new theater soon became a reality. Much of Helen's campaign focused on making sure Salt Lake City residents came to understand the long-term benefits of the project. Several years later, many of those who initially fought against the Eccles Theater now love it, and it has become one of the crowning jewels of Salt Lake City. Since its opening, the Theater has been a catalyst that has elevated the entire Salt Lake City Arts Community.

The Eccles Theater opened its doors in 2016 and has since hosted world-class Broadway and stage productions for Utahns. Attendance at the theater benefits the county, city, and local businesses and residents' opinions of the theater now reflect the value that it brings to the community.



City of Holladay

City of Holladay, 4580 S 2300 E, Holladay, UT 84117

Address: 4580 S 2300 E
Holladay, UT 84117
Phone: 801-272-9450
Email: GChamness@cityofholladay.com

City of Salt Lake, 451 S. State Street, Salt Lake City, UT 84111

Address: 451 S. State Street
Salt Lake City, UT 84111
Phone: 801-864-1222
Email: Erin.Mendenhall@slcgov.com

City of Salt Lake, 41 N Rio Grande Street, Suite 102, Salt Lake City, UT 84101

Address: 41 N Rio Grande Street, Suite 102
Salt Lake City, UT 84101
Phone: 801-550-2812
Email: rbecker801@gmail.com

City of Salt Lake, 2205 S 1000 E, Salt Lake City, UT 84106

Address: 2205 S 1000 E
Salt Lake City, UT 84106
Phone: 801-560-3988
Email: benmcadams@gmail.com



Thank you for the opportunity to collaborate with you on these projects for the town of Hideout, Utah. Our team is highly qualified to help you successfully achieve your goals. As previously mentioned, we bring a unique blend of local government experience, policy expertise, legal strategy and decades of marketing and communications expertise in both the public and private sector, as well as every level of government.

Scope A - Hideout Strategic Plan

Langan Communications would begin the engagement by holding a kickoff meeting with Town officials to understand the scope, goals, and likely components of the strategic plan. During these in-depth meetings, it will be important to understand any and all potential sensitivities that residents may have. It will also be important to understand if there are any priorities or "asks" that residents have that could be favorably addressed by the strategic plan to make the plan as palatable as possible for residents. Langan Communications will also determine – in collaboration with Town officials – if it is necessary to meet directly with neighboring towns to address shared priorities and develop shared communication strategies to support the strategic planning efforts.

Langan Communications will also work closely with Town officials to outline and prioritize the best methods for gathering resident input in, and comments on, the strategic plan. One issue to be determined is the extent to which there should be resident participation in the creation of the strategic plan (e.g. one or more "resident advisory committees").

Utilizing the outcomes of these meetings, Langan Communications will develop a comprehensive strategic communications rollout plan to support the development and implementation of the Town's strategic plan. We could envision this culminating with a rollout event hosted by Town officials at which residents could learn about the strategic plan and ask any salient questions. Items positively viewed by residents will be highlighted in future communications about the plan, this would also give us the opportunity to hear any early opposition and use those insights to build communications messages and strategies to help address the concerns early on and prevent the opposition from gaining additional momentum, further supporting the long term success of the strategic plan.

Once the strategic plan is complete and "rolled out," Langan Communications will optimize the use of the best marketing/PR/communications tools to disseminate the plan and ensure that it is received as favorably as possible. The exact communications channels utilized for this project will be determined in collaboration with Town officials at the beginning of the engagement. It is likely we would use trusted tools similar to past municipal efforts we've overseen such as: email, social media, signage where practical, community events, press releases, small group meetings, local media and website content. Meetings and focus groups can be held and can be broken down by constituent groups (e.g. the business community, families with young children, any residents requiring certain adaptations, etc.).

Finally, Langan Communications will ensure that there is a mechanism in place for all resident feedback moving forward. This would include setting up a system for reviewing and responding to resident feedback and complaints.

Scope of work:



- A. Internal planning/scoping/strategy meetings with staff/elected officials
 - B. Strategic communications counseling/advice throughout the strategic planning process to city leaders to assist them with the development and implementation of the plan
 - C. The creation of a communications plan to support the Town's strategic planning efforts and will likely include the following elements:
 - 1. Communications support while developing the strategic plan
 - 2. Messaging of the plan
 - 3. Communication outreach tactics
 - a. Mail
 - b. Email
 - c. PR
 - d. Social media
 - e. Events
 - f. 1:1 meetings with the community and key stakeholders
 - i. Public Meetings
 - ii. Other TBD
 - g. All PR/marketing content as needed, may include:
 - i. FAQ document
 - ii. Newsletter inserts
 - iii. Press Releases
 - iv. Social media copy
 - v. Website copy
 - vi. Messaging training for staff
 - 1. Copy and design support for all marketing materials (i.e. mailers, brochures, postcards, door knockers, etc.)
 - vii. Rapid Response plan
 - 1. This will include all proactive and reactive crisis communication planning
- D. Implementation of the Plan
 - 1. Internal messaging training
 - 2. Execution of all aspects of communications plan in coordination with town staff
- E. Managing response to public comments in collaboration with the City staff
 - 1. Staffing phone number - responding to incoming calls from public
 - 2. Staffing email - reviewing and responding to email messages
 - 3. Monitoring social media (including responding to comments/messages)

Planning would begin as soon as possible once the contract is awarded in order to have materials ready and approved by city leaders in time for the launch of the strategic planning process. For the purpose of planning we assume this work would begin in March and have developed the timeline below to demonstrate how the work plan would be carried out.

March and April



- Work closely with town staff and appropriate officials to develop messaging, create communications plan and workflow, and create all key marketing materials (i.e. FAQ doc, social media posts, emails, etc.)
- Using town-approved messaging, begin rollout of information to the public. This will likely include open houses, public forums, weekly social media posts, town-wide emails, newsletter updates, and schedule dates for distributing that content.

Phase 2 - Open House, Public Forum, and Social Media Outreach

Mid-April to through May

- Staffing email and the phone number for residents to contact the Town and express concerns, and to ask questions leading up to the roll-out.
- Answer questions and address comments on any platform (phone, email, social media) using town-approved language and a comprehensive understanding of the issue.

Phase 3 - Open House, Public Forum, and Social Media Outreach

June and July

- Continue to monitor social media, email and incoming phone calls from residents seeking information about the projects. If needed, prepare any additional rapid response oriented marketing materials for distribution.

We are excited to help you successfully advance your community through the completion of this work. The scope and details listed in this proposal are intended for illustrative purposes and based on the scope and details provided in the RFP. Once we've officially begun work, we will create a more in depth strategy and work plan that includes a project management schedule to give you a detailed view into the exact completion dates for each aspect of these projects.

Scope B - Certified Tax Rate Increase

At the onset of the engagement, Langan Communications will meet with Town officials to understand the vision and plans for the certified tax rate increase. It will be essential to understand the benefits the increase will provide residents, the grant opportunities, the current state of roads and infrastructure, and the best options for commercial development and increasing the income of the Town. Langan Communications will be sure to work with Town officials to identify potential allies – including resident allies – early on and develop a communications plan to help the Town get ahead of the likely negative public reaction that can frequently come from a proposed tax rate increase. It has been our experience that the earlier you can get out ahead of the issue with compelling messaging and well thought out communications outreach, the more effectively you can mitigate major public outcry.

A communications plan will be created to determine messaging and strategy for the tax rate increase. This will be intertwined with understanding the short and long term benefits of the increase. Special attention will be paid to how the tax rate increase intersects with the strategic plan as public education and events will be planned accordingly.



Langan Communications will, again, use every public relations tool at its disposal to educate the public using the strategies identified. Public education will be through email, social media, press releases and local media, and website content, among other avenues. Meetings and focus groups can be held and can be broken down by constituent groups.

A rapid response plan will be developed to proactively counter any opposition to the tax rate increase. Developing the plan will require Langan Communications to have the best possible understanding of potential opponents, communications methods they may use, and other sensitivities. Our crisis communication experts will be used to foresee all potential contingencies and plan in advance for them.

Again, Langan Communications will ensure that there is a mechanism in place for all resident feedback moving forward. This would include setting up a system for reviewing and responding to resident feedback and complaints.

Scope of work:

- A. Internal planning/strategy meetings with staff/elected officials
 - B. Creation of Communications Plan which will include the following elements:
 - 1. Messaging
 - 2. Strategy
 - 3. Communication outreach tactics
 - a. Mail
 - b. Email
 - c. PR
 - d. Social media
 - e. Events
 - f. 1:1 meetings with community: key stakeholders
 - i. Public Meetings
 - ii. Other TBD
 - g. All PR/marketing content as needed, may include:
 - i. FAQ document
 - ii. Press Releases
 - iii. Social media copy
 - iv. Website copy
 - v. Messaging training for staff
 - 1. Copy and design support for all marketing materials (i.e. mailers, brochures, postcards, door knockers, etc.)
 - vi. Rapid Response plan
 - 2. This will include all proactive and reactive crisis communication planning
- C. Implementation of the Plan
 - 1. Internal messaging training
 - 2. Execution of all aspects of campaign communications plan in coordination with Town staff
- D. Managing public comments
 - 1. Staffing phone number - responding to all incoming calls from public
 - 2. Staffing email - reviewing and responding to all email messages
 - 3. Tracking Comments in spreadsheet for reporting to town of Hideout
 - 4. Monitoring social media (including responding to comments/messages)



The proposal will be made public in June and will include a public hearing in August. Planning would begin as soon as possible once the contract is awarded.

Phase One: February through April

March and April

- Work closely with town staff and elected officials to develop messaging on the tax increase, create communications plan and workflow, and create all key marketing materials (i.e. FAQ doc, social media posts, emails, etc.).
- Using town-approved messaging, begin rollout of information to the public. This will likely include 1:1 meetings with influential residents ahead of public announcements, 1:1 or small group meetings with any constituents who are anticipated to be opposed to the tax increase, weekly social media posts, city-wide emails, and newsletter updates and proactive media relations as needed.

Phase Two: April through August

Mid-April to through May

- Continue implementing elements of the communications plan which is likely to include public events and opportunities for feedback at open houses, focus groups, public meetings, etc.
- Ongoing rapid response support for any media inquiries or major public outcry.
- Staffing email and the phone number for residents to contact the Town and express concerns, and to ask questions leading up to the roll-out.
- Answer questions and address comments on any platform (phone, email, social media) using town-approved messaging and a comprehensive understanding of the issue.

Phase Three: June through August

June through August

- Communications strategy and support for the official public announcement in June.
- Ongoing implementation of elements of the communications plan.
- Continue to monitor social media, email and incoming phone calls from residents seeking information about the projects. If needed, prepare any additional rapid response oriented PR/marketing materials for distribution.
- Communications strategy and support for the public hearing in August.



PROPOSAL ITEM #11
PROFESSIONAL CONSULTING FEES

Our regular consulting rate for our clients is \$300/hour, however for this project, in order to help keep the overall cost of the project down, we are offering to discount our hourly rate for the town of Hideout to a rate of \$200/hour.

Also, because the RFP requested a lump sum fee, we have provided our best estimate on the number of hours our team will need to complete this scope of work. The hours estimate is based on what we know today and past experience with similar municipal projects. Please note that if we are selected for this project, we may be able to bring the overall cost down by further limiting the number of hours required to complete each phase of the project. With the benefit of more knowledge about the specific needs, resources and details on the unique communication challenges of the town, we could work to further contain the overall cost of the project.

We've estimated this fee based on our best assessment of the number of hours we anticipate it will take to complete work on these projects and informed by our past experience working with other municipalities. We've broken them out by month below for clarity and illustration purposes.

Scope A - Strategic Plan

- March - 40 hours
- April - 40 hours
- May- 40 hours
- June- 40 hours
- July- 40 hours

Total Hours: 200 hours at \$200/hour rate
Total Cost: \$40,000*

Scope B - Certified Tax Rate Increase

- March - 45 hours
- April - 45 hours
- May - 45 hours
- June - 45 hours
- July - 45 hours
- August - 45 hours

Total Hours: 270 hours at \$200/hour rate
Total Cost: \$54,000*

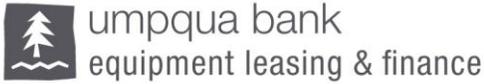
*Please note this cost does not include the hard cost of printing/mailing materials, polling or paid social media posts if those types of items are ultimately used for this project. In the event that these additional costs are required for the project, we would work with town officials to utilize the most cost conscious strategies to keep the overall budget as low as possible. We are accustomed to working within tight budget parameters and would bring our fiscal discipline to this work as well. The fee listed above is strictly the cost of professional consulting hours and travel as requested in the RFP.

Summary Comparison of RFP for Public Relations Responses

	X-Factor	Jacques & Associates	Langan Communications
Experience in Strategic Planning			
Experience with Certified Tax Rate Messaging	Excellent	Excellent	Excellent
Qualifications of Public Relations Team	Excellent	Excellent	Excellent
Other Relevant Experience	Good	Best	Good
Feedback from Referrals	Excellent	Excellent	Excellent
Cost of Services	\$55,350.00	\$59,369.00	\$54,000.00

File Attachments for Item:

12. Consideration of approving a resolution to authorize the leasing terms on the Public Works vehicles



February 2, 2024

Dan Allen
Director of Public Works
Town of Hideout
10860 N. Hideout Trail
Hideout, UT 84036

Dear Dan:

I am pleased to present the terms and conditions of our proposal to lease equipment to Town of Hideout. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions" by February 15, 2024 . By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

A handwritten signature in blue ink that reads "Rik Johnson".

Rik Johnson
Vice President
Umpqua Bank Equipment Leasing & Finance
Business Development Officer

M (425) 241-7969



[Web](#) | [Facebook](#) | [Twitter](#)

Terms and Conditions:

Lessor:	Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")
Lessee(s):	Town of Hideout
Equipment Financing Vehicle:	Municipal Lease-Purchase Agreement
Equipment & Cost:	Various vehicles listed on Exhibit "A" attached with this proposal as a separate excel spread sheet (the "Equipment"). All Equipment shall be satisfactory to Lessor.
Lease Amount:	Not to exceed \$500,000.00 in the aggregate.
Lease Term:	Five (5) years
Payments:	Five (5) payments, payable annually to be paid March 1 st of each year beginning March 1, 2024, with the final payment on March 1, 2028.

Periodic Funding per Vehicle

Structure:	Individual lease agreements for each vehicle. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle. A fee of \$100 will be payable by Lessee upon execution of each agreement. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.
Interest Rate:	<p>The amount funded for such equipment on a lease shall accrue interest at the tax-exempt rate of 5.38% per annum, payable in advance. The amortization schedule for the lease for such equipment shall provide for a principal payment schedule resulting in level debt service payments.</p> <p>The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any final acceptance of equipment under a lease, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed for each individual lease agreement upon final delivery and acceptance of the specific vehicle for said agreement.</p>
Early Buy-Out Option:	So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The

equipment shall be conveyed to Lessee on an “as-is, where-is” basis, without any representation or warranty from Lessor.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Commencement Date and Acceptance:

The Commencement Date for each Lease entered into under this Option B shall be the date that funds are remitted to the vendor for said vehicle. Conditions for remitting funds to the vendor shall include: (i) evidence of the listing of Lessor’s lien on the vehicle title for said Equipment and (ii) acceptance of the Equipment by Lessee. The parties agree and understand that Lessee’s unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Additional Provisions

Tax Benefits:

The lease shall be considered a municipal lease/purchase and shall qualify for tax-exempt status under federal tax law. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of Utah, or other applicable jurisdiction. The documents shall include the standard covenants, representations, and warranties applicable to a tax-exempt financing.

End of Lease Options:

At the end of the five-year lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment under a lease for \$1.00.

Expiration of Facility:

All takedowns shall occur prior to 4/1/24, and without written consent of Lessor to extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease:

All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a triple net lease.

Insurance:

Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance:

Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer’s suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

- Documentation:** All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.
- Costs & Expenses:** Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees.
- Additional Terms & Conditions:**
- 1) The non-appropriation clause in the lease shall be satisfactory to Lessor.
 - 2) Tax-exempt borrowing for 2024 by Lessee is not reasonably expected to exceed \$10,000,000, so it is assumed that, and pricing is based on, the leases being “Bank Qualified” under section 265(b)(3) of the IRS Code.
 - 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended.
 - 4) Lessor shall receive an Opinion from Lessee’s counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.
 - 5) Lessee’s counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases.
 - 6) Customary reporting requirements of Lessee.
 - 7) Lessee shall prepare and file a Form 8028-G as a condition to funding for each lease.
 - 8) Lessee grants permission to the Lessor to provide Unified Fleet Services copies of loan documents for record keeping purposes.
- Confidentiality:** Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.
- Authorization:** Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

[Acceptance page follows.]

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this ____ day of _____, 2024

Town of Hideout

Federal Tax ID#: 26-3315272 _____

By: _____

Printed Name: _____

Title: _____

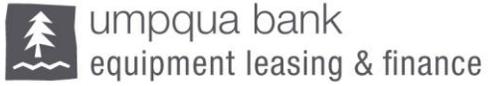


Exhibit A

Town of Hideout

YEAR	MAKE	MODEL	VIN	3/1/2024	3/1/2025	3/1/2026	3/1/2027	3/1/2028	Cost
2023	Dodge	Ram 2500	3C6UR5HL8PG539837	\$7,632.43	\$7,632.43	\$7,632.43	\$35,024.87	\$35,024.87	\$79,974.00
2023	Dodge	Ram 3500	3C63R3HL3PG542869	\$7,847.53	\$7,847.53	\$7,847.53	\$35,822.11	\$35,822.11	\$81,912.00
2023	Dodge	Ram 3500	3C63R3HL3PG542791	\$8,056.30	\$8,056.30	\$8,056.30	\$33,417.17	\$33,417.17	\$78,508.00
2023	Dodge	Ram 3500	3C63RRGL3PG542679	\$7,500.00	\$7,500.00	\$7,500.00	\$31,865.11	\$31,865.11	\$74,343.00
2023	Dodge	Ram 2500	3C6UR5DL0PG537635	\$8,893.03	\$8,893.03	\$8,893.03	\$23,425.87	\$23,425.87	\$64,279.00

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF HIDEOUT AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Town of Hideout (the “*Lessee*”), a municipality duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of UTAH is authorized by the laws of the State of Utah to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment up to \$1,500,000 in total equipment financed constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “*Agreements*”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor of the Lessee is hereby authorized and directed to execute, and the Recorder of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the

Agreements (including such Exhibits) to the respective parties thereto, and the Recorder of the Lessee is hereby authorized to affix the seal of the Lessee to such documents].

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The Mayor and Town Administrator of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

TOWN OF HIDEOUT

as lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____