

Talking Points for Interim Study

Allow me to delineate my apprehensions:

1. Potential Conflict of Interest: There exists a potential conflict of interest if the feasibility study is conducted by an entity that stands to benefit from bonding for the approved entity. One plausible solution could involve instituting a timeframe after the completion of the study during which the entity in question is prohibited from bonding.

2. Provision of Independent Review Resources: Presently, citizens lack an avenue for recourse concerning concerns regarding the findings of the study, save for resorting to legal action, which is often financially prohibitive. One prospective solution could involve establishing an independent volunteer review committee, appointed by the LG's office, comprising members from various pertinent professions such as the Land Use Ombudsman office and the state's financial advisor, and others capable of impartially scrutinizing the study.

Examples:

- a. Despite county department heads providing accurate financial data for the study, this information was largely disregarded in favor of comparative data. However, upon closer inspection, the comparative data appeared tailored to fit the necessary outcomes for the study's success, rather than truly being comparable.
 - b. In another instance, when land approved for a large subdivision development was annexed by a city, the study and its map had to be amended. Interestingly, the amendment resulted in an increase in the projected population, making the study more viable. This raises the question: how does losing land with an expected population result in a population increase? Attempts to seek clarification from the company conducting the study were met with refusal, as they were only accountable to the study's sponsors. The sponsors showed no interest in addressing or discussing these discrepancies. Once again, concerned citizens are left without a safe, affordable legal resource to address their concerns.
3. Clearly Defined Study Expiration Parameters: It is imperative to clearly define expiration parameters within the legal code, particularly in a market characterized by dynamism, if not instability. Even in the realm of residential real estate, appraisals are typically considered valid for only six months.
4. Consideration of an Increased Ratio: Considering Utah's reputation as a financially responsible state, the current safety net ratio of 5% may be inadequate. Perhaps it is prudent to contemplate augmenting this ratio to 10%, thereby providing newly formed cities with a more substantial financial cushion. The example of Erda serves as a pertinent illustration in this regard.
5. Sponsor Payment of Study Fees: If the feasibility of a study is contingent upon the sponsors covering the initial costs, it may result in only those with sufficient financial resources being able

to propose studies. Instead, to ensure greater responsibility and commitment, sponsors should be required to fund the study in the event of its failure.

6. Signature Requirements: Adjust the criteria to reduce the influence of absentee landowners, while recognizing their tax contributions and rights. Simultaneously, increase the required percentage of signatures from legal residents of the area to better reflect local interests.

7. Truth in Advertising: Mandate that sponsors obtain prior authorization for all advertising materials from the relevant governmental office. This measure is intended to prevent the dissemination of false information, such as misleading claims about the ability to opt out after the study's completion. Legal accountability for accurate representation is essential.

Respectfully,

Laura Warburton

801-459-2997

[The Wellness Center](#) - Owner

[Live Hannah's Hope](#) - NPO Executive Director

[Let's Take it to Inquiry](#) - Facilitator of The Work