CENTRAL WASATCH COMMISSION ORGANIZING MEETING AGENDA  
MONDAY, JULY 17, 2017 – 4:00 to 6:00 P.M.  
SANDY CITY HALL, COMMUNITY ROOM  
10000 SOUTH CENTENNIAL PARKWAY, SANDY, UTAH

A. CALL TO ORDER  
   a. Fred Finlinson, Organizational Legal Counsel, will conduct the meeting until the Commission appoints Appointed Commissioners, after which the Commission Chair will conduct the remainder of the meeting.  
   b. Pledge of Allegiance

B. ADMINISTRATIVE REPORT ON THE CENTRAL WASATCH COMMISSION (“CWC”) ORGANIZATION – Conducted by Fred Finlinson  
   a. CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT with exhibit A: Mt. Accord and B: Project Study Area Map.  
   b. CERTIFICATION OF CWC by Organizing Entities, 3/7/2017 – 5/30/2017  
   c. NOTICE OF IMPENDING BOUNDARY ACTION, delivered 6/19/2017  
   d. CERTIFICATE OF CREATION issued by the Lt. Governor, 6/29/2017  
   e. CERTIFICATION OF CWC COMMISSIONERS by Organizing Entities.  
      i. Salt Lake County: Mayor Ben McAdams  
      ii. Salt Lake County Council At-Large: Councilman Jim Bradley  
      iii. Salt Lake City Corporation: Mayor Jackie Biskupski  
      iv. Sandy City: Mayor Tom Dolan  
      v. Cottonwood Heights: Mayor Kelvyn Cullimore  
   f. INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT, Signed by Cottonwood Heights, Draper City, Metropolitan Water District of Salt Lake & Sandy, Park City, Sandy City, Salt Lake City, Salt Lake County, Summit County, Town of Alta. UDOT, UTA, and WFRC are expected to sign the agreement at the meeting. Requires action as noted below on the part of CWC.

C. ELECTION OF OFFICERS – Conducted by Fred Finlinson  
   a. Chair  
   b. Co-Chair  
   c. Secretary  
   d. Treasurer

D. APPOINTMENT OF APPOINTED COMMISSIONERS – Conducted by Fred Finlinson  
   a. Representing the Wasatch Back: Andy Beerman, Councilman, Park City  
   b. Representing UDOT: Carlos Braceras, Executive Director, UDOT
   Appointment is subject to approval of the legislative body of each of the Members and is effective the date of the last legislative body’s approval.

E. RESOLUTION APPROVING THE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT BETWEEN THE PHASE II PARTIES AND CENTRAL WASATCH COMMISSION - The ILA Assignment, Assumption and Consent Agreement is part of the meeting information distributed with the Organizing Meeting Agenda, see B.f. above.
F. RESOLUTION APPROVING THE ASSIGNMENT OF CONTRACTS FROM WASATCH FRONT REGIONAL COUNCIL TO THE CENTRAL WASATCH COMMISSION – A copy of the WFRC Assignments are part of the meeting information distributed with the Organizing Meeting Agenda.

G. DISCUSSION AND ADOPTION OF BYLAWS/ADMINISTRATIVE POLICIES AND PROCEDURES FOR THE CENTRAL WASATCH COMMISSION – A copy of the Central Wasatch Commission Bylaws/Administrative Policy and Procedures Manual is part of the meeting information distributed with the Organizing Meeting Agenda.

H. 2017-2018 TENTATIVE BUDGET - A copy of invoices is part of the meeting information distributed with the Organizing Meeting Agenda.
   a. MOTION AUTHORIZING THE PAYMENT OF CWC ORGANIZATION STARTUP EXPENSES in the amount of $98,423 incurred between January 1, 2017 and July 17, 2017.
   b. MOTION TO SET THE DATE AND TIME OF A PUBLIC HEARING TO CONSIDER ADOPTING THE FY2018 BUDGET.

I. DISCUSSION OF CENTRAL WASATCH COMMISSION STAFFING PRIORITIES – Discuss the staffing priorities and procedures for various organizational functions and services, such as:
   a. Executive Administration or Director
   b. Communications & Public Outreach
   c. Legal Services
   d. Accounting Services
   e. Independent Auditor
   f. Government Relations for Utah and the Federal Government
   g. Environmental Adviser
   h. Stakeholder Council/Task Force Management
   i. Other

   MOTION AUTHORIZING A HIRING & PROCUREMENT COMMITTEE – The CWC Hiring & Procurement Committee, to be made up of representatives from each of the four Organizing Entities, will conduct all aspects of the procurement for Commission services noted above, and make recommendations to the CWC Board regarding procurement of staff functions.

J. AUTHORIZATION TO ESTABLISH OPERATIONAL SYSTEMS – The independent contractors and subcontractors (the “organizing administration”) providing organizational start up services through the WFRC Program Management contract will establish operational systems under the direction of the CWC Chair and Co-Chair. Operational systems include, but are not limited to:
   a. Management Systems: insurance, governance, bylaws, etc.
   b. Financial Systems: bank account, internal controls, accounting, tracking, reporting, etc.
   c. Organizational Systems: Communications, website, GRAMA procedures/forms, public engagement, Stakeholder Council, etc.

K. AUTHORIZATION TO ISSUE INVOICES TO PARTIES SUBJECT TO THE ASSIGNMENT AGREEMENT FOR 2ND YEAR FUNIDNG OBLIGATIONS – The organizing administration is authorized to issue invoices to the Phase II Parties.
L. **ADOPTION OF THE 2017 MEETING SCHEDULE** – The CWC regular meeting schedule through the end of 2017 is:
   
   - Thursday, September 7, 2017 at 3:00 – 5:00 pm, Location TBD
   - Wednesday, October 18, 2017 at 3:00 – 5:00 pm, Location TBD
   - Monday, December 4, 2017 at 3:00 – 5:00 pm, Location TBD

M. **STAKEHOLDER COUNCIL** – The organizing administration will create an application form and process to facilitate the appointment of Stakeholder Council Members and Officers at a subsequent CWC meeting. This work will be under the direction of the CWC Chair and Co-Chair.

N. **OTHER BUSINESS**

O. **ADJOURNMENT**

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**ANTICIPATED FUTURE AGENDA ITEMS**

- Stakeholder Council appointments
- Project Updates
  - Cottonwood Transportation Study
  - Central Wasatch National Recreation and Conservation Area Bill
  - Environmental Dashboard
  - I-80 Corridor Study
- Adoption of additional bylaws and policies & procedures
- Report on Appointed Commissioners
- Public budget hearing and adoption

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**CERTIFICATE OF POSTING**

On or before 5:00 p.m. on Wednesday, July 12, 2017, the CWC does hereby certify that the above notice and agenda was 1) posted on the Utah Public Notice Website created under Utah Code Section 63F-1-701 and 2) provided to the Member Entities to post at their respective locations and 3) provided to The Salt Lake Tribune and/or Deseret News and to a local media correspondent.

**Final action may be taken in relation to any topic listed on the agenda, including but not limited to adoption, rejection, amendment, addition of conditions and variations of options discussed. Members of the Commission may participate electronically. Meetings may be closed for reasons allowed by statute.**

People with disabilities may make requests for reasonable accommodation, which may include alternate formats, interpreters, and other auxiliary aids and services. Please make requests at least two business days in advance. To make a request, please contact Aimee Baarz, 801/456-1475 or aimee@exoro.com.

Accessible parking spaces are available in the east lot of Sandy City Hall and the accessible entrance is on the east side of the building.
CENTRAL WASATCH COMMISSION

INTERLOCAL AGREEMENT

This Interlocal Agreement dated as of **May 30**, 2017 (this “Agreement”) is entered into by and among the parties hereto (the “Members”) pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”).

WITNESSETH:

WHEREAS, the Act provides that two or more public agencies may agree to create a separate legal or administrative entity to accomplish the purpose of their joint or cooperative action, and the Act further provides that one or more public agencies may contract with each other or with a separate legal entity created pursuant to the Act to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, each of the Members is a “public agency” as defined in the Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the “Commission”) to accomplish the purpose of their joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

WHEREAS, many or all of the Members signed the Mountain Accord document (the “Accord”) effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented, in coordination with and subject to local jurisdictional authority, to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments; and

WHEREAS, the Members intend to continue the Accord’s robust, collaborative process that builds consensus to provide for the long-term protection of the Central Wasatch Mountains’ water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves these values; and

WHEREAS, Member Salt Lake City has a major interest in the watershed of the Wasatch Mountains, Member Salt Lake County encompasses the Central Wasatch Canyons, Member Sandy City is adjacent to Little Cottonwood Canyon, and Member Cottonwood Heights is adjacent to both Big Cottonwood Canyon and Little Cottonwood Canyon; and

WHEREAS, the Members are willing and desire to implement the Accord in coordination with and subject to local jurisdictional authority; and

WHEREAS, pursuant to the Act, the Members desire to form and be part of the Commission in order to implement the Accord in coordination with and subject to local jurisdictional authority; and

WHEREAS, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the “State”) to cause this Agreement to be the legal, valid and binding agreement of each of the Members and to cause the Commission to be duly constituted
and created as a separate legal entity and political subdivision of the State have been observed and taken:

NOW, THEREFORE, the Members agree as follows:

ARTICLE I
PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide for the creation of the Commission and to vest in the Commission the power and authority outlined herein to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission in coordination with and subject to local jurisdictional authority.

ARTICLE II
EFFECTIVE DATE AND TERM

This Agreement, having been approved by a resolution adopted by the governing body of each of the Members, filed in the official records of each of the Members and having been approved by a duly authorized attorney or attorneys for each of the Members, shall be effective on and as of the date first written above and, subject to earlier termination pursuant to Article IX, shall be effective for a term of fifty (50) years from such date.

ARTICLE III
CREATION OF THE COMMISSION

Pursuant to the provisions of the Act, the Members hereby create the Commission as a separate legal entity and political subdivision of the State to accomplish the purpose of their joint and cooperative undertaking.

ARTICLE IV
DEFINITIONS

In addition to other capitalized terms defined elsewhere in this Agreement, the following words or phrases shall have the following meanings:

A. "Accord" means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.

C. "Board" means the governing body of the Commission.

D. "Commission" means the Central Wasatch Commission Interlocal entity formed by this Agreement.

E. "Commissioner" means a member of the Board.
F. "Member" means a member of the Commission who is signatory to this Agreement.

G. "Member Commissioner" means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.

H. "Mountain Accord" means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.

I. "Appointed Commissioner" means a Commissioner appointed pursuant to the process provided in Article V. B. (2) who does not represent a specific Member.

J. "Project Study Area" means the geographical study area of focus of the Commission, which is the area commonly referred to as the Mountainous Planning District, and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area").

K. "Mountain Accord Stakeholder Council" or "Council" means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.

L. "Stakeholders" are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

ARTICLE V
ORGANIZATION

A. Members. The Commission is initially comprised of the Members that are signatory to this Agreement. Additional Members may be added to the Commission pursuant to the process provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

B. Board.
   (1) Appointments of Member Commissioners.

      (a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

      (b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.
(2) **Appointed Commissioners.** Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board pursuant to the process provided in Article V.B.(3) as follows.

(a) The Members shall appoint a Commissioner to represent the interests of the portion of the Project Area located to the East of the Wasatch Range (i.e., the so-called "Wasatch Back"). Park City and Summit County may jointly nominate an elected or appointed public official for appointment by the Board for this Appointed Commissioner.

(b) The Members shall appoint a Commissioner to represent the interests of the Utah Department of Transportation.

(3) **Procedure for Approving Additional Members and Appointed Commissioners.**

(a) The appointment of any additional Member or Appointed Commissioner requires:

(i) A majority vote of all Commissioners then serving on the Board; and

(ii) Approval by the legislative body of each of the Members.

(4) **Tenure.** Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.

(5) **Compensation and Expenses of Commissioners.** Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.

(6) **Open Meetings Act.** Board meetings are subject to the Utah Open and Public Meetings Act.

C. **Officers.** Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.

D. **Voting.**

(1) A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to Commission meetings for the purpose of gathering information for and expressing the viewpoint
of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.

(2) All actions of the Commission require approval of at least a majority vote of all Commissioners then serving on the Board.

ARTICLE VI
OBJECTIVES AND POWERS

A. Commission Objectives.

(1) To implement the Accord, in coordination with and subject to local jurisdictional authority, the Commission shall pursue the following objectives:

(a) Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.

(b) Engage the public and collaborate with Stakeholders concerning the objectives of the Accord.

(c) Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.

(d) Plan and implement visitor amenities, trails, and canyon stewardship.

(e) Conserve and protect watershed and stewardship of natural resources.

(f) Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

(2) In carrying out its objectives, the Commission shall consider the following aims for the Project Area:

(a) A natural ecosystem that is conserved protected and restored such that it is healthy, functional, and resilient for current and future generations.

(b) A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

(c) A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional transportation network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land-use objectives; and is compatible with the unique environmental characteristics of the Project Area.

(d) Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.
B. **Commission Powers.** The Commission shall have all powers granted by this Agreement, which are as follows:

1. To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.

2. To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.

3. To acquire, hold, utilize, spend, or dispose of its real and personal property, contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.

4. To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.

5. To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.

6. To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies.

7. To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.

8. To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.

9. To sue or be sued.

10. To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission. Such fees or charges shall comply with State law requirements and limitations.

11. To invest funds as permitted by law.

12. To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance
may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions. No bonds, notes or obligations of the Commission will be a debt of a Member without the approval of the legislative body of such Member. The legislative body of any Member that imposes a tax, fee, or other revenue stream that secures a bond issued by the Commission must approve the bond.

C. **Limitations on Commission Powers.** Notwithstanding anything to the contrary in this Agreement:

(1) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

(2) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.

(3) The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.

(4) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.

(5) The Commission may not impose a fee or other revenue stream unless the fee or other revenue stream is approved by the legislative body of each Member.

(6) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.

(7) The Commission may not exercise the powers set forth in sections (B)(2), (B)(9) or (B)(10) of this Article VI without first notifying the legislative body of each Member.

**ARTICLE VII**

**THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL**

A. **Organization.** The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.

(3) Council members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after
their appointment so that every two years approximately half of the Council member slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

(4) Council members may not receive compensation or benefits for their service on the Council.

(5) Council members may be removed by the Board for such cause as the Board deems appropriate.

B. Objectives of the Council.

(1) The Council is advisory to the Board.

(2) Council meetings are subject to the Utah Open and Public Meetings Act.

(3) The Council will meet as frequently as they choose; however, at least once a year they will meet in a public, noticed meeting of the Board to report on the Council’s activities and future work.

(4) Commissioners may attend or may send a designee to participate in Council meetings.

(5) Council members are expected to attend Council meetings if at all possible.

(6) Council members may assist the Commission by communicating regularly with residents, interested parties, associations, networks and associates about Commission actions, projects, and Council meetings and work groups.

(7) Council members agree to:

(a) Support a consensus-based process for issues impacting the Project Study Area.

(b) Share information.

(c) Be collaborative and allow others to express their opinion and viewpoint.

(8) The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission’s work and provide expertise and resources to inform the Commission’s decision making.

(9) The Council may gather information, conduct fact-finding, counsel together, provide analysis, conduct feasibility studies, and otherwise collaborate with broader constituencies with interests in the Project Area in order to make suggestions, recommendations and proposals to the Board and the Commission’s staff and consultants. The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission’s work.
ARTICLE VIII
FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.

The Board shall adopt annually a budget for the Commission for the next fiscal (July 1 - June 30) year which shall set forth in reasonable detail the Commission’s revenues and receipts as well as its operating, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission’s operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.

B. Voluntary Appropriations by the Members.

Pursuant to the Act and in addition to any contractual obligations that may be undertaken by any of the Members pursuant to a loan agreement, financing agreement or other agreement with the Commission, each of the Members may appropriate funds, supply tangible or intangible property and provide personnel and services to the Commission to the extent permitted by law to enable or assist the Commission in the accomplishment of its purposes.

C. Insurance.

1. Each Member shall be solely responsible for providing (a) workers compensation coverage for its agents, representatives, officers, employees, or contractors as required by law, and (b) insurance, including self-insurance, in an amount at least equivalent to the governmental immunity limits prescribed by State law, to cover liability arising out of such Member’s negligent acts or omissions under this Agreement.

2. The Commission shall purchase insurance, independent of the insurance maintained by each Member, to provide protection for the Commission’s operations including, but not limited to (a) insurance to cover the liability arising out of its negligent acts and or omissions, (b) worker’s compensation insurance for its agents, representatives, officers, employees, or contractors, as required by law, and (c) directors and officers liability insurance.

ARTICLE IX
WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Withdrawal.

1. No Member that is a party to an existing obligation to the Commission may withdraw from the Commission while and so long as any obligations of the Commission are outstanding that are secured or payable, in whole or in part, from the amounts payable by such Member under any written agreement with the Commission.

2. Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal. Any withdrawn Member
shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.

B. **Termination.** The Commission may terminate the membership of any Member that is not a party to any existing payment agreement with the Commission only upon the majority vote of all Commissioners then serving on the Board; provided that such Member shall have been given at least 60 days' prior written notice of the proposed termination and an appropriate opportunity to respond to the Board concerning the proposed termination. Any such termination shall be effective 90 days after the Board files with the governing body of such Member a certified copy of the Board's resolution effecting such termination.

C. **Treatment of Contributions Upon Withdrawal or Termination.** Upon withdrawal of any Member or termination of the membership of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Commission and no part thereof shall be refunded to the withdrawn or terminated Member.

D. **Dissolution.** Upon final payment and upon the complete performance or satisfaction of performance by the Commission and its Members of all contracts entered into in connection with work of the Commission, this Agreement shall terminate upon adoption of a resolution of the Board providing for such termination which is approved by the majority vote of all Commissioners then serving on the Board. Any remaining net assets of the Commission shall be distributed among the then Members pro rata based on prior contributions or upon such other basis as the Board shall determine to be fair and equitable at the time.

**ARTICLE X**

**AMENDMENTS AND SUPPLEMENTS**

A. **Amendments.** This Agreement may be amended from time to time upon the majority vote of all Commissioners then serving on the Board, and approval by the legislative body of each of the Members.

B. **Supplement for Additional Members.** This Agreement may be supplemented from time to time to add additional Members as provided in Article V, above.

**ARTICLE XI**

**DISPUTE RESOLUTION**

A. **Dispute Resolution.** Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") will be resolved as follows:

1. The Members will endeavor for a period of one month to resolve the Dispute by negotiation, including by scheduling face-to-face meetings with representatives of the Members.

2. If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable
mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

(3) If the Dispute is not successfully mediated, the Members may pursue any available remedies in District Court for the State of Utah.

ARTICLE XII
MISCELLANEOUS

A. Members not Partners. The Members shall not be deemed to be partners, joint ventures or associated in any manner that obligates any Member for the obligations, defaults or miscarriages of any other Member or of the Commission.

B. Governing Law. This Agreement shall be construed under and in accordance with the Act and the laws of the State of Utah.

C. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

D. Severability. Should any term or provision of this be determined to be illegal, void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severed from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected; provided, however, that in lieu of such illegal, invalid, or unenforceable provision, the Members shall negotiate in good faith to formulate a substitute, legal, valid, and enforceable provision that most nearly implements the Members' intent in entering into this Agreement, and this Agreement shall be deemed so amended upon the majority vote of all Commissioners then serving on the Board.

E. Governmental Entities. The Commission and the Members are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code Annotated (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Commission and the Members are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Commission and the Members do not waive any defenses otherwise available under the Immunity Act, nor does any Member or the Commission waive any limits of liability currently provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

F. Additional Interlocal Act Requirements. In satisfaction of the requirements of the Act, and in connection with this Agreement, the Members further agree as follows:

(1) This Agreement shall be approved by each Member pursuant to Section 11-13-202.5 of the Act;

(2) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Member, pursuant to Section 11-13-202.5 of the Act;
(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

(4) Except as otherwise specifically provided herein, each Member shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

G. **Authorization.** Each of the Members represents and warrants to the others that the warranting Member has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Member.

H. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

I. **Representation and Warranties.**

(1) Each Member represents and warrants that it is a public agency and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations under this Agreement and that the execution and delivery of this Agreement does not violate under any law, order, regulation, or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

DATED effective the date first above written.

[Signature pages follow]
Signed this 9th day of May 2017.

COTTONWOOD HEIGHTS

[Signature]
Kelwyn H. Cullimore, Jr., Mayor

ATTTEST:

[Signature]
Paula Melgar, Recorder

Approved as to Form:

[Signature]
Wm. Shane Topham, City Attorney
Signed this 17th day of March, 2017.

SALT LAKE COUNTY

[Signature]

Its: Deputy Mayor

Approved as to Legal Form

[Signature] Zick Shaw

3-3-17
On April 18, 2017 Salt Lake City Corporation Council passed a Resolution to approve the Central Wasatch Interlocal Agreement.

On May 22, 2017, SLC attorney Rusty Vetter approved the agreement as to Form.

On May 30, 2017, SLC Mayor Jackie Biskupski signed the Central Wasatch Interlocal Agreement. The original signature page does not reflect the correct year.
Signed this 19th day of May, 2017.

SANDY CITY

Tom Dolan
Its: Mayor

Approved as to Legal Form

[Stamp: SANDY CITY, UTAH, INCORPORATED 1893]

Attest: Molly Geir
City Recorder
THE ACCORD
July 13, 2015

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridge line. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world’s most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah’s arid climate.

Amid threats from population growth, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

To that end, this Mountain Accord agreement (the ‘Accord’) represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.

RE bâtALS
WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this Accord, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah’s growing urban populations and are the reason the region flourishes in Utah’s arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah’s tourism industry;
WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah’s Central Wasatch Mountains;

WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership) as a consensus-based body comprised of representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley’s Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, the Mountain Accord effort has placed a high value on public engagement, transparency, and the participation of all stakeholders;

WHEREAS, the Mountain Accord effort has engaged commercial interests and private property owners as willing participants;

WHEREAS, the Executive Board brought together more than 200 stakeholders and experts to consider future trends, visions, and goals and to create a “Blueprint” for the Central Wasatch Mountains;

WHEREAS, the Executive Board published the proposed “Blueprint” for the Central Wasatch Mountains for public comment and conducted an extensive process to collect feedback;

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and
WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned signers of this Accord agree as follows:

AGREEMENT

1. PURPOSE OF ACCORD

1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties ("the signers of the Accord"). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.

1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region’s water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.

1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.

1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.

1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.

1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.

1.7. Specifically, the signers of the Accord seek:

1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.

1.7.2. A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

1.7.3. A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports
land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch.

1.7.4. Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.

2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.

2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.

2.4. Clustered Nodes

2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.

2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).

2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.

2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
   - thoughtfully designed to complement the natural setting and maintain open spaces,
   - compatible with the communities as defined in local land-use plans and ordinances, and
   - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.

2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other
interested parties.

2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.

2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.

2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

3. AGREED-UPON ACTIONS

3.1. To achieve the outcomes described above, the signers of this Accord agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.

3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.

3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these
actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.

3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas’ respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Lands transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.

3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.

3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.

3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

3.3. LAND EXCHANGE

3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.

3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

3.4. ALTA LAND EXCHANGE

3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil’s Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of
the ski area.

3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.

3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S. Forest Service is conditioned upon:

- Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
- Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
- Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.

3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.

3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:

- widespread and permanent protection of federal lands in Salt Lake City’s municipal watersheds,
- transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
- no future ski resort expansion as defined in Section 3.2.2, and
- Salt Lake City’s completion of legal review.

3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:

- Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business
operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.

3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan’s identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.

3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area businesses. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.

3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.

3.4.10. Transit improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company’s conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:

- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
- Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
- Salt Lake City completion of legal reviews.

3.5. **SNOWBIRD LAND EXCHANGE**

3.5.1. Mountain Accord respects each jurisdiction’s authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The
signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:
- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird’s existing approved master plan and associated entitlements).
- Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
- The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

3.6. SOLITUDE LAND EXCHANGE

3.6.1. Solitude Resort (referred to as ‘Solitude’ and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley’s land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude’s special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.

3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.

3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.

3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.

3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.

3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment.
assuming all permits and environmental/water quality protections would be in place.

3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude’s expansion contains Salt Lake City watershed parcels.

3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort’s base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

3.7. **BRIGHTON LAND EXCHANGE**

3.7.1. Brighton Mountain Resort (‘Brighton’) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton’s land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton’s special use permit in Hidden Canyon.

3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.

3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.

3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

3.8. **LAND ACQUISITION PROGRAM**

3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

3.9. **TRANSPORTATION**

3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7: Transportation Connections shows key transportation corridors.
3.10. COTTONWOOD CANYONS

3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.

3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.

3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons.

3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.

3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:

- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
- improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
- a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
- options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
- public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.

3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.

3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives
and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams, ski lifts, or other aerial modes are not recommended. Similarly, alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so, should it be on the road, near the road, or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

3.11. **BIG COTTONWOOD TO PARK CITY**

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

3.12. **PARLEY’S CORRIDOR**

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short- and long-term mobility needs on regional travel corridors, which may include, but are not limited to, I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215. It will also consider multi-modal bicycle and pedestrian connections, including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for
proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord’s vision and goals.

3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.

3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

3.13. MILLCREEK CANYON

3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.

3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

3.14. TRAILS AND CYCLING

3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.

3.14.2. The trail plan will:
- build on the Trails Implementation Plan developed by Trails Utah;
- be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
- contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
- consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.

3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley’s Canyon (including the approaches to each canyon).

3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley’s Corridor Alternatives Analysis.

3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail.
3.15. NEPA PROCESS FOR COTTONWOOD CANYONS

3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.  

3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.

3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.

3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.

3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION

3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.

3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.

3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

3.17. GOVERNANCE AND FUNDING

3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and
communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.

3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.

3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.
ATTACHMENTS
1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

INCORPORATED BY REFERENCE
1. Mountain Accord Program Charter
2. Mountain Accord Existing Conditions and Future Trendlines Report
3. Mountain Accord Vision, Goals, and Metrics
4. Mountain Accord Idealized Systems Reports
5. Mountain Accord Trails Implementation Plan
SIGNATURES

Cities/Counties
Mayor Ben McAdams, Mountain Accord Executive Board Chair, Salt Lake County
Councilmember Chris Robinson, Mountain Accord Executive Board Vice-Chair, Summit County
Mayor Ralph Becker, Salt Lake City
Councilmember Andy Beerman, Park City
Mayor Kelvyn Cullimore, Cottonwood Heights
Mayor Tom Dolan, Sandy City
Mayor Tom Pollard, Town of Alta
Mayor Troy Walker, Draper City

Local Districts/MPOs
Michael Allegra, Utah Transit Authority
Andrew Gruber, Wasatch Front Regional Council
Mike Wilson, Metropolitan Water District Salt Lake and Sandy

State Government
Nathan Lee, Utah Department of Transportation
Alan Matheson, State of Utah Governor's Office

State Legislators
Representative Johnny Anderson, Utah Legislature
Representative Brad Dee, Utah Legislature
President Wayne Niederhauser, Utah Legislature, Senate President

Private Entities
Lane Beattie, Salt Lake Chamber of Commerce
Joan DeGiorgio, The Nature Conservancy
Justin Jones, Salt Lake Chamber of Commerce
Carl Fisher, Save Our Canyons
Peter Metcalf, Outdoor Industry Association
Nathan Rafferty, Ski Utah

Ski Areas
Bob Bonar, Snowbird Resort
Randy Doyle, Brighton Mountain Resort
Bob Wheaton, Solitude Resort
Onno Wieringa, Alta Ski Lifts Company

Additional Signatories
EXHIBIT B

PROJECT AREA MAP
Proposed Central Wasatch Commission
Project Study Area

3-2-2017
CERTIFICATION OF THE FORMATION OF THE CENTRAL WASHATCH COMMISSION

Action Taken by the Salt Lake County Council at the regular adjourned meeting held March 7, 2017 to approve the Central Wachtch Commission Interlocal Agreement.

The following matter was listed on the Salt Lake County Council Agenda to be considered by the City Council at said meeting. The action taken is as listed below:

Resolution No. 5179 RESOLUTION APPROVING AN INTERLOCAL AGREEMENT CREATING THE CENTRAL WASHATCH COMMISSION, AN INTERLOCAL ENTITY TOGETHER WITH AN ASSOCIATED INTERLOCAL ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT.

Motion by Council Member Bradshaw, second by Council Member Jensen to approve the resolution.

Ayes: Burdick, Newton, Jensen, DeBry, Granato, Wilson, Bradshaw, and Bradley

Noes: Snelgrove

Absent: None

MOTION APPROVED BY MAJORITY VOTE.

Action Taken by the Salt Lake City Council at the regular adjourned meeting held April 18, 2017 to approve the Central Wasatch Commission Interlocal Agreement.

The following matter was listed on the Salt Lake City Council Agenda to be considered by the City Council at said meeting. The action taken is as listed below:

Resolution 10 of 2017 RESOLUTION AUTHORIZING THE APPROVAL OF AN INTERLOCAL AGREEMENT TO ESTABLISH THE CENTRAL WASHATCH COMMISSION

Motion by Council Member Luke, second by Council Member Kitchen to adopt the resolution.

Ayes: Luke, Adams, Rogers, Penfold, Kitchen, and Johnston

Noes: None

Absent: Mendenhall

MOTION APPROVED BY UNANIMOUS VOTE

Action Taken by the Sandy City Council at the regular adjourned meeting held May 2, 2017 to approve the Central Wachtch Commission Interlocal Agreement.

The following matter was listed on the Sandy City Council Agenda to be considered by the City Council at said meeting. The action taken is as listed below:
Resolution 17-20c. A RESOLUTION OF SANDY CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE CITY, SALT LAKE COUNTY, AND COTTONWOOD HEIGHTS REGARDING THE FORMATION OF THE CENTRAL WASATCH COMMISSION.

Motion by Council Member McCandless, second by Council Member Coleman-Nicholl to approve the Central Wasatch Commission Interlocal Agreement.

Ayes: McCandless, Coleman-Nicholl, Fairbanks and Saville

Noes: Barker, Smith and Cowdell

Absent: None

MOTION APPROVED BY MAJORITY VOTE

Action Taken by the Cottonwood Heights City Council at the regular adjourned meeting held May 9, 2017 to approve the Central Wasatch Commission Interlocal Agreement.

The following matter was listed on the Cottonwood Heights City Council Agenda to be considered by the City Council at said meeting. The action taken is as listed below:

Resolution No. 2017-34 APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT FOR THE CENTRAL WASATCH COMMISSION.

Motion by Council Member Peterson, second by Council Member Tyler to approve the Central Wasatch Commission Interlocal Agreement.

Ayes: Tyler, Peterson, Bracken, Shelton, and Cullimore.

Noes: None

Absent: None

MOTION APPROVED BY UNANIMOUS VOTE
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the CENTRAL WASATCH COMMISSION as an interlocal entity, dated May 30th, 2017, in substantial compliance with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the CENTRAL WASATCH COMMISSION, located in Salt Lake and Summit County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 29th day of June, 2017.

SPENCER J. COX
Lieutenant Governor
Delivered Electronically, June 19, 2017

Office of the Lieutenant Governor
Utah State Capitol, Suite 220
Salt Lake City, Utah 84114
Attn: Angela Chozo Gonzales

Re: Request for Certificate of Creation and Notice of Impending Boundary Action.

The public entities forming the CENTRAL WASATCH COMMISSION, an interlocal entity, submit for filing and review, an executed copy of the CENTRAL WASATCH COMMISSION Interlocal Agreement with noted exhibits and request a Certificate of Creation. Incorporated in this transmittal letter is a Notice of Impending Boundary Action with accompanying final plat. The governmental entities creating the Central Wasatch Commission (the “CWC” or the “Commission” are the following local governments: Cottonwood Heights, Salt Lake City, Salt Lake County and Sandy City.

NOTICE OF IMPENDING BOUNDARY ACTION.

TO THE LIEUTENANT GOVERNOR:

1. The Four Governmental Entities including Cottonwood Heights, Salt Lake City, Salt Lake County and Sandy City have created an Interlocal Local Entity known as the “Central Wasatch Commission.” See the attached Exhibit B, the CWC Interlocal Local Agreement with attachments, creating the Commission.

2. The boundaries of the four organizing local governments are not subject to any change resulting from the CWC creation. The Commission has defined a Project Study Area. A Map of the Project Study Area is attached to the Interlocal Agreement as Exhibit B and a copy of the final plat of the Project Study Area prepared by the county surveyors of Salt Lake County and Summit County is attached as Exhibit A to this Request and Notice.

3. A letter from the Utah State Retirement Office has not been included because the CWC will utilize consultants as opposed to employees.

4. We, the undersigned members of the Approving Authorities, hereby submit this Notice of Impending Boundary Action in order to request the issuance of a Certificate of Creation for the proposed CENTRAL WASATCH COMMISSION and certify that to the best of our knowledge all statutory requirements for the creation of the interlocal entity have been met.

A copy of the Interlocal Agreement forming the CENTRAL WASATCH COMMISSION, approved and signed by all participating entities, is attached hereto. CENTRAL WASACTCH COMMISSION is formed to study, protect and promote the various uses of the Central Wasatch Mountains and as such it is

1
intended to benefit the residents of the four approving entities. This Notice of Impending Boundary Action may be signed in counterparts, each of which shall constitute an original.

Dated this ___ day of June 2017.
Signed this 14th day of June 2017.

COTTONWOOD HEIGHTS

[Signature]

[Title: Mayor]

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On this 14th day of June 2017, personally appeared before me [Name: Kelyn Callimano] who being duly sworn, did say that he is the [Title: Mayor] of Cottonwood Heights, and that the foregoing instrument was signed on behalf of Cottonwood Heights, by authority of law.

PAULA MELGAR
Notary Public State of Utah
My Commission Expires on: June 16, 2019
Comm. Number: 683107

[Signature]

NOTARY PUBLIC
Residing in Salt Lake County
Signed this 15th day of June 2017.

SALT LAKE CITY CORPORATION

[Signature]

lts.- Mayor

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On this 15th day of June 2017, personally appeared before me [Signature] who being duly sworn, did say that she is the mayor of Salt Lake City Corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation, by authority of law.

[Notary Public]

NOTARY PUBLIC
Residing in Salt Lake County
Signed this 15th day of June 2017.

SALT LAKE COUNTY

[Signature]

Its: [Signature]

STATE OF UTAH

:

COUNTY OF SALT LAKE

On this 15 day of June 2017, personally appeared before me Mayor Ben McAdams who being duly sworn, did say that he is the Mayor of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[Nichole Watt]

NOTARY PUBLIC
Residing in Salt Lake County
Signed this 16th day of June 2017.

SANDY CITY

[Signature]

Its: - [Signature]

STATE OF UTAH

) ss.

COUNTY OF SALT LAKE

) ss.

On this 15th day of June 2017, personally appeared before me [Name], who being duly sworn, did say that he is the [Title] of Sandy City, and that the foregoing instrument was signed on behalf of Sandy City, by authority of law.

WENDY DOWNS
Notary Public State of Utah
My Commission Expires on:
November 10, 2018
Comm. Number: 680119

[Signature]

WENDY DOWNS
NOTARY PUBLIC
Residing in Salt Lake County
APPOINTMENT OF COMMISSIONERS BY THE CENTRAL WASATCH COMMISSION MEMBER ENTITIES

Appointment of Mayor Ben McAdams to serve as Salt Lake County’s Commissioner on the Board of the Central Wasatch Commission.
Letter of Appointment is attached.

Appointment of Council Member Jim Bradley to serve as the At-Large County Council Member on the Board of the Central Wasatch Commission.
Letter of Appointment is attached.

Appointment of Mayor Jackie Biskupski to serve as Salt Lake City’s Commissioner on the Board of the Central Wasatch Commission.
Letter of Appointment is attached.

Appointment of Mayor Tom Dolan to serve as Salt Lake City’s Commissioner on the Board of the Central Wasatch Commission.
Letter of Appointment is attached.

Appointment of Mayor Kelvyn Cullimore to serve as Salt Lake City’s Commissioner on the Board of the Central Wasatch Commission.

Resolution Appointing the City’s Mayor as the Representative of the City of Cottonwood Heights to the Board of Commissioners of the Central Wasatch Commission.
June 6, 2017

Mayor Ben McAdams
Rm N2-100, Government Center
2001 South State Street
Salt Lake City, Utah 84123

Dear Mayor McAdams:

The Salt Lake County Council, at its meeting held this day, approved your appointment as a member of the Central Wasatch Commission.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By [Signature]
Deputy Clerk
May 16, 2017

Mayor Ben McAdams  
Salt Lake County  
Rm. N2-100, Government Center  
Salt Lake City, Utah  

Dear Mayor McAdams:

The Salt Lake County Council, at its meeting held this day, appointed Jim Bradley to serve as the Council's representative to the Central Wasatch Commission.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL  
SHERRIE SWENSEN, COUNTY CLERK

By [Signature]  
Deputy Clerk

ks

pc: Kimberly Barnett/Mayor's Office  
Jim Bradley/Council Office
May 24, 2017

Mayor Jackie Biskupski
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, Utah 84114

To Whom It May Concern:

Per the Central Wasatch Commission Interlocal Agreement between Sandy City, Salt Lake City, Salt Lake County, and Cottonwood Heights, I am notifying all parties I will be serving as Salt Lake City’s representative on the commission and fulfilling all duties as set forward in the agreement.

Respectfully,

Jacqueline M. Biskupski
Mayor, Salt Lake City
May 23, 2017

Mayor Tom Dolan
10000 Centennial Parkway
Sandy, Utah 84070

To Whom It May Concern:

Per the Central Wasatch Commission Interlocal Agreement between Sandy City, Salt Lake City, Salt Lake County and Cottonwood Heights, I am notifying all parties I will be serving as Sandy’s representative on the commission and fulfilling all duties as set forward in the agreement.

Respectfully,

[Signature]

Tom Dolan
Mayor, Sandy City
COTTONWOOD HEIGHTS

RESOLUTION No. 2017-37

A RESOLUTION APPOINTING THE CITY'S MAYOR AS THE
REPRESENTATIVE OF THE CITY OF COTTONWOOD HEIGHTS
TO THE BOARD OF COMMISSIONERS OF THE
CENTRAL WASATCH COMMISSION

WHEREAS, the Central Wasatch Commission (the “Commission”) is the successor to
the "Mountain Accord" planning cooperative which proposed a suite of actions recommended to
be implemented, in coordination with and subject to local jurisdictional authority, to ensure that
future generations can enjoy the activities provided by the Central Wasatch Mountains, while
preserving watershed and natural environments; and

WHEREAS, governance of the Commission is vested in a board of commissioners (the
“Board”), each appointed by a member of the Commission; and

WHEREAS, as an organizing member of the Commission, the city of Cottonwood
Heights (the “City”) is entitled to appoint a representative to the Board; and

WHEREAS, the City’s city council (the “Council”) met in regular session on 23 May
2017 to consider, among other things, appointing a representative to serve on the Board as a
commissioner of the Commission; and

WHEREAS, after careful consideration, the Council has determined that it is in the best
interests of the health, safety and welfare of the City’s residents to appoint the City's mayor,
from time to time, as the City’s representative on the Board;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council
that the City's mayor, Kelvyn H. Cullimore, Jr., be, and hereby is, appointed as the City’s
representative on the Board until such time as a successor mayor is elected and assumes office,
whereupon such successor mayor shall become the City's representative on the Board, with such
plan of succession remaining in effect without the need for any further action by the Council
until such time as the Council designates, by resolution, another representative to the Board.

This Resolution, assigned no. 2017-37, shall take effect immediately upon passage.

PASSED AND APPROVED effective 23 May 2017.

COTTONWOOD HEIGHTS CITY COUNCIL

By

Kelvyn H. Cullimore, Jr., Mayor
ATTEST:

Paula Melgar, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.  Yea ___  Nay ___
Michael L. Shelton        Yea ___  Nay ___
J. Scott Bracken          Yea ___  Nay ___
Michael J. Peterson       Yea ___  Nay ___
Tee W. Tyler              Absent  Yea ___  Nay ___

DEPOSITED in the office of the City Recorder this 23rd day of May 2017.

RECORDED this 23rd day of May 2017.
This Interlocal Assignment, Assumption and Consent Agreement (this “Agreement”) is entered into effective _______________________, 2017 by and among Cottonwood Heights (“Cottonwood Heights”), Draper City (“Draper”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSLS”), Park City Municipal Corporation (“Park City”), Sandy City (“Sandy”), Salt Lake City (“SLC”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), the Wasatch Front Regional Council (“WFRC”) and the Central Wasatch Commission (the “Commission”). Each is individually referred to as a “Party” and collectively as the “Parties.”

RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Summit Count, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the “Phase 1 Agreement”) dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the “Phase II Parties”) also signed the Program & Funding Agreement Mountain Accord Phase II (the “Phase II Agreement”) dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:
1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts as shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

<table>
<thead>
<tr>
<th>Parties</th>
<th>Amount allocated</th>
<th>Amount Paid for 2015</th>
<th>Remaining Allocation for 2016 - 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cottonwood Heights</td>
<td>$150,000</td>
<td>$50,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Draper</td>
<td>180,000</td>
<td>60,000</td>
<td>120,000</td>
</tr>
<tr>
<td>MWDSLS</td>
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<td>Park City</td>
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<tr>
<td>Sandy</td>
<td>300,000</td>
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</tr>
<tr>
<td>SLC</td>
<td>600,000</td>
<td>200,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Salt Lake County</td>
<td>600,000</td>
<td>200,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Summit County</td>
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</tr>
<tr>
<td>UTA</td>
<td>600,000</td>
<td>0*</td>
<td>600,000*</td>
</tr>
<tr>
<td>Totals</td>
<td>$3,375,000</td>
<td>$925,000</td>
<td>$2,450,000</td>
</tr>
</tbody>
</table>

Note *: Although UTA will not pay the $600,000 in cash for the Phase II projects, it will provide $600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The $200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining $400,000 over a two-year period by providing $200,000 in additional bus service for 2017, and another $200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable after the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. **CURRENT PHASE II PROJECTS.** The following Phase II projects are currently under way:

   a. WFRC has a program director contract (the "Program Director Contract") with LJ Consulting. $1,000,000 has been transferred from the UTA Holding Account and received by
WFRC for use under the Program Director Contract. As soon as practicable after the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "Canyons Transportation Study Contract") with WSP / Parsons Brinckerhoff. $1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received $250,000 from the UTA Holding Account for an “Environmental Dashboard” project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received $400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an “Amendment” or “Amendments”) to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.
7. **RECORDS.** Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

8. **WITHDRAWL FROM AGREEMENT.** Any Party may withdraw from participation in the Program as defined under the Phase II Agreement by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation shall be entitled to any refund of any monies previously contributed pursuant to the Phase II Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in the Phase II Agreement following the date of such withdrawal.

9. **TERMINATION OF THE AGREEMENT.** If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

10. **NOTICE.** Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

    **COTTONWOOD HEIGHTS**
    Mayor Kelvyn H. Cullimore, Jr.
    Cottonwood Heights
    1265 East Fort Union Blvd, Suite 250
    Cottonwood Heights, UT 84047
    Email: kcullimore@ch.utah.gov

    Copy to:
    William Shane Topham
    Callister Nebeker & McCullough
    10 East South Temple, 9th Floor
    Salt Lake City, UT 84133
    Telephone: (801) 530-7478
    Email: wstopham@cnmlaw.com

    **DRAPER CITY**
    Mayor Troy K. Walker
    Draper City
    1020 East Pioneer Road
    Draper, UT 84020
    Email: troy.walker@draper.ut.us
METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Michael L. Wilson
Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
Telephone: (801) 942.9685
Email: wilson@swdsls.org

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: andy@parkcity.org

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
Sandy City
10000 Centennial Parkway
Sandy, UT 84070

Copy to:

Sandy City
Attn: Deputy Mayor
10000 Centennial Parkway
Sandy, UT 84070
Telephone: (801) 568-4670
SALT LAKE CITY
Mayor Jackie Biskupski
Salt Lake City Mayor’s Office
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone:
Email: Jackie.biskupski@slcgov.com

Copies to:
Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

Laura Briefer
Salt Lake City Department of Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Email: laura.briefer@slcgov.com

SALT LAKE COUNTY
Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste N2100
P.O. Box 144575
Salt Lake City, UT 84111-4575

Copy to:
Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575
Email: kbarrett@slco.org

SUMMIT COUNTY
Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, UT 84098
Email: cfrobinson@summitcounty.org
Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

   a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

   b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act.

   c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

   d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs, if any.

   e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

12. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any
person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

14. **AUTHORIZATION.** Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party’s signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party’s signature.
COTTONWOOD HEIGHTS agrees to provide $100,000 (subject to required appropriations) in two annual installments of $50,000 for 2016 and 2017.

Signed this 9th day of May 2017.

COTTONWOOD HEIGHTS

[Signature]
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

[Signature]
Paula Melgar, Recorder

Approved as to Form:

[Signature]
Wm. Shane Topham, City Attorney
DRAPER CITY agrees to provide $120,000 (subject to required appropriations) in two annual installments of $60,000 for 2016 and 2017.

Signed this 4th day of October, 2016.

DRAPER CITY

[Signature]

Its:  mayor

Approved as to Form

[Signature]

ATTEST:

[Signature]

City Recorder

CITY OF DRAPER
CORPORATE SEAL
State of Utah 1973
METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide $200,000 (subject to required appropriations) in two annual installments of $100,000 for 2016 and 2017.

Signed this 29th day of May, 2017.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Michael L. Walz
Its: General Manager

Approved as to Form

[Signature]
PARK CITY MUNICIPAL CORPORATION agrees to provide $200,000 (subject to required appropriations) in two annual installments of $100,000 for 2016 and 2017.

Signed this 8 day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

[Signature]

Its: MAYOR

Approved as to Form

[Signature]
SANDY CITY agrees to provide $200,000 (subject to required appropriations) in two annual installments of $100,000 for 2016 and 2017.

Signed this \( \frac{19}{3} \) day of May 2017.

SANDY CITY

Tom Dolan
Its: Mayor

Approved as to Form

[Signature]

4. 26.17

Attest: Molly Speir
City Recorder
SALT LAKE CITY agrees to provide $400,000 (subject to required appropriations) in two annual installments of $200,000 for 2016 and 2017.

Signed this 30th day of May, 2017.

SALT LAKE CITY

[Signature]

Its: Mayor

Approved as to Form

[Signature]

Rusty Votier
5/22/17
SALT LAKE COUNTY agrees to provide $400,000 (subject to required appropriations) in two annual installments of $200,000 for 2016 and 2017.

Signed this 11th day of March, 2017.

SALT LAKE COUNTY

[Signature]

its: Deputy Mayor

Approved as to Form

[Signature]

Zach Shaw

3-3-17
SUMMIT COUNTY agrees to provide $100,000 (subject to required appropriations) in two annual installments of $50,000 for 2016 and 2017.

Signed this 14th day of June, 2017.

SUMMIT COUNTY

Christopher F. Robinson

Its: County Council Chair

Approved as to Form

DAVID L. THOMAS
Chief Civil Deputy
TOWN OF ALTA agrees to provide $30,000 (subject to required appropriations) in two annual installments of $15,000 for 2016 and 2017.

Signed this 31st day of May, 2017.

TOWN OF ALTA

Its:

Approved as to Form
UTAH DEPARTMENT OF TRANSPORTATION agrees to provide $100,000 (subject to required appropriations) in two annual installments of $50,000 for 2016 and 2017.

Signed this ____ day of ________, 2017.

______________________________
Its: ___________________________

Approved as to Form
UTAH TRANSIT AUTHORITY agrees to provide $600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of $200,000.

Dated this _____ day of ________, 2017.

________________________
Utah Transit Authority

________________________
Its: ______________________

Approved as to Form

________________________
Dated this ___ day of ______, 2017.

WASATCH FRONT REGIONAL COUNCIL

_________________________
Its: ______________________

Approved as to Form

_________________________
Dated this _____ day of __________, 2017.

CENTRAL WASATCH COMMISSION

____________________________
Its: _________________________

Approved as to Form

____________________________
ELECTION OF OFFICERS

CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT
ARTICLE V. ORGANIZATION
C. Officers. Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.

D. Voting.
   (2) All actions of the Commission require approval of at least a majority vote of all Commissioners then serving on the Board.

NOMINATIONS AND VOTING:

Chair
Nomination of _______________________________ to serve as Chair of the Central Wasatch Commission for a term ending in June 30, 2019.

Tom Dolan Yea ____ Nay ___
Ben McAdams Yea ____ Nay ___
Jackie Biskupski Yea ____ Nay ___
Kelvyn Cullimore Yea ____ Nay ___
Jim Bradley Yea ____ Nay ___

Co-Chair
Nomination of _______________________________ to serve as Co-Chair of the Central Wasatch Commission ending June 30, 2019.

Tom Dolan Yea ____ Nay ___
Ben McAdams Yea ____ Nay ___
Jackie Biskupski Yea ____ Nay ___
Kelvyn Cullimore Yea ____ Nay ___
Jim Bradley Yea ____ Nay ___

Secretary
Nomination of _______________________________ to serve as Secretary of the Central Wasatch Commission for a term ending June 30, 2019.

Tom Dolan Yea ____ Nay ___
Ben McAdams Yea ____ Nay ___
Jackie Biskupski Yea ____ Nay ___
Kelvyn Cullimore Yea ____ Nay ___
Jim Bradley Yea ____ Nay ___

Treasurer
Nomination of _______________________________ to serve as Treasurer of the Central Wasatch Commission for a term ending June 30, 2019.
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<td>Kelvyn Cullimore</td>
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<td>Jim Bradley</td>
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APPOINTMENT OF APPOINTED COMMISSIONERS

CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT
ARTICLE V. ORGANIZATION
B. BOARD
(2) Appointed Commissioners.
Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board.

(a) The Members shall appoint a Commissioner to represent the interests of the portion of the Project Area located to the East of the Wasatch Range (i.e., the so-called “Wasatch Back”). Park City and Summit County may jointly nominate an elected or appointed public official for appointment by the Board for this Appointed Commissioner.

(b) The Members shall appoint a Commissioner to represent the interests of the Utah Department of Transportation.

(3) Procedure for Approving Additional Members and Appointed Commissioners.
(a) The appointment of any additional member or Appointed Commissioner requires:
   (i) A majority vote of all Commissioners then serving on the Board; and
   (ii) Approval of the legislative body of each of the Members.

NOMINATION(S) AND VOTING:
Nomination of _________________________________ to serve as the Appointed Commissioner representing the Wasatch Back.

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Jim Bradley</td>
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</table>

Nomination of _________________________________ to serve as the Appointed Commissioner representing the Utah Department of Transportation.

<table>
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<th>Name</th>
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<tr>
<td>Jim Bradley</td>
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</table>

Appointment is subject to approval of the legislative body of each of the Members and is effective the date of the last legislative body’s approval.
A RESOLUTION OF THE CENTRAL WASATCH COMMISSION
APPROVING AN INTERLOCAL AGREEMENT WITH
MOUNTAIN ACCORD PHASE II PARTNERS TO TRANSFER
THE RIGHTS, OBLIGATIONS, AND FUNDS HELD BY THE
MOUNTAIN ACCORD TO THE CENTRAL WASATCH
COMMISSION

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. 511-13-101 el. seq. (the "Interlocal Act"), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Salt Lake County, Salt Lake City, Sandy City, and Cottonwood Heights (the "Entities") entered into an agreement to form a separate legal entity and political subdivision of the State of Utah known as the “Central Wasatch Commission” (the “Commission”) to accomplish the purpose of joint and cooperative action and to vest the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

WHEREAS, the Entities and various other jurisdictions which are public agencies under the Interlocal Act heretofore have entered into several successive interlocal agreements concerning their joint participation in the multi-jurisdictional effort known as Mountain Accord (the “Mountain Accord”) for the purposes of, inter alia, conducting a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities affecting all of such participants; and

WHEREAS, in connection with formation of the Commission, the Entities and other participants in the Mountain Accord desire to assign and transfer certain rights and obligations of the Mountain Accord to the Commission as provided in the “Interlocal Assignment, Assumption & Consent Agreement” (the “Agreement”) among the Entities and those other public agencies; and

WHEREAS, the Commission has reviewed the form of the Agreement, a photocopy of which is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL WASATCH COMMISSION:

1. The Interlocal Assignment, Assumption & Consent Agreement in substantially the form attached hereto and incorporated herein as Exhibit A is hereby approved. The Chair is authorized to execute the Assignment Agreement on behalf of the Central Wasatch Commission and to take actions reasonably necessary to carry out the intent and purpose
of the Assignment Agreement and its terms.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Assignment Agreement has been submitted to legal counsel of the Commission for review and approval as to form and legality.

3. This resolution takes effect upon adoption. The effective date of the Assignment Agreement shall be the date of the last party’s signature.

APPROVED AND ADOPTED on ________________, 2017

__________________________________
Chair, Central Wasatch Commission

Approved as to Form

__________________________________
Signature & Date
A RESOLUTION OF THE CENTRAL WASATCH COMMISSION
APPROVING THE TRANSFER OF PROFESSIONAL SERVICES
CONTRACTS FROM THE WASATCH FRONT REGIONAL
COUNCIL TO THE CENTRAL WASATCH COMMISSION

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. 511-13-101 el. seq. (the "Interlocal Act"), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Salt Lake County, Salt Lake City, Sandy City, and Cottonwood Heights (the “Entities”) entered into an agreement to form a separate legal entity and political subdivision of the State of Utah known as the “Central Wasatch Commission” (the “Commission”) to accomplish the purpose of joint and cooperative action and to vest the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

WHEREAS, the Entities and various other jurisdictions which are public agencies under the Interlocal Act entered into an Interlocal Assignment, Assumption & Consent Agreement (the “Assignment Agreement”) to transfer projects and funding from Mountain Accord (Phase II) to the Commission; and

WHEREAS, the Wasatch Front Regional Council (the “WFRC”) is currently managing the Agreement for Professional Services, Mountain Accord (Phase II) Transportation Consultation for the Cottonwood Canyons between WFRC and WSP/Parsons Brinckerhoff dated April 28, 2016; and

WHEREAS, the WFRC is currently managing the Agreement for Professional Services, Mountain Accord (Phase II) Program Director between WFRC and LJ Consulting dated December 14, 2015; and

WHEREAS, the Commission desires to assume the management of Professional Services contracts previously authorized by the Mountain Accord Executive Committee and currently under the management of the WFRC; and

WHEREAS, the Commission has reviewed the form of the Assignment Agreements, copies of which are attached hereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL WASATCH COMMISSION:

1. The transfer of a Professional Services contract between WFRC and WSP/Parsons Brinckerhoff to the Central Wasatch Commission is hereby approved. The Chair is
authorized to execute the Assignment on behalf of the Central Wasatch Commission and to take actions reasonably necessary to carry out the intent and purpose of the contract and its terms.

2. The transfer of a Professional Services contract between WFRC and LJ Consulting to the Central Wasatch Commission is hereby approved. The Chair is authorized to execute the Assignment on behalf of the Central Wasatch Commission and to take actions reasonably necessary to carry out the intent and purpose of the contract and its terms.

3. This resolution takes effect upon adoption. The effective date of the Assignment shall be the date of the last party’s signature.

APPROVED AND ADOPTED on ________________, 2017

__________________________________
Chair, Central Wasatch Commission

Approved as to Form

__________________________________
Signature & Date
May 17, 2017

Central Wasatch Commission

RE: Assignment of “Agreement for Professional Services, Mountain Accord (Phase II) Transportation Consultant for the Cottonwood Canyons”, dated April 28, 2016 between Wasatch Front Regional Council and WSP / Parsons Brinckerhoff, to the Central Wasatch Commission

Dear Central Wasatch Commission:

Pursuant to Section 22 of the “Agreement for Professional Services, Mountain Accord (Phase II) Transportation Consultant for the Cottonwood Canyons” and Section 4.b. of the Interlocal Assignment, Assumption & Consent Agreement, dated TBD, the Wasatch Front Regional Council hereby assigns the “Agreement for Professional Services, Mountain Accord (Phase II) Transportation Consultant for the Cottonwood Canyons”, dated April 28, 2016, and the Central Wasatch Commission accepts the assignment.

The undersigned agree to this contract assignment.

________________________________________
Andrew S. Gruber                          Date
Executive Director
Wasatch Front Regional Council

________________________________________
TBD                                      Date
Chairman
Central Wasatch Commission

The undersigned acknowledge this contract assignment.

________________________________________
Dana A. Meier, SE                          Date
Area Manager
WSP / Parsons Brinckerhoff

Attachments:
1. Interlocal Assignment, Assumption & Consent Agreement, dated TBD
2. Agreement for Professional Services, Mountain Accord (Phase II) Transportation Consultant for the Cottonwood Canyons, dated April 28, 2016
3. Accounting of all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract.
4. Progress report on the Canyons Transportation Study Contract.
May 17, 2017

Central Wasatch Commission

RE: Assignment of “Agreement for Professional Services, Mountain Accord (Phase II) Program Director”, dated December 14, 2015 between Wasatch Front Regional Council and L J Consulting LLC, to the Central Wasatch Commission

Dear Central Wasatch Commission:

Pursuant to Section 22 of the “Agreement for Professional Services, Mountain Accord (Phase II) Program Director” and Section 4.a. of the Interlocal Assignment, Assumption & Consent Agreement, dated TBD, the Wasatch Front Regional hereby assigns the “Agreement for Professional Services, Mountain Accord (Phase II) Program Director”, dated December 14, 2015, and the Central Wasatch Commission accepts the assignment.

The undersigned agree to this contract assignment.

____________________  __________
Andrew S. Gruber       Date
Executive Director
Wasatch Front Regional Council

____________________  __________
TBD                     Date
Chairman
Central Wasatch Commission

The undersigned acknowledges this contract assignment.

____________________  __________
Laynee Jones, PE       Date
Principal
L J Consulting LLC

Attachments:
1. Interlocal Assignment, Assumption & Consent Agreement, dated TBD
2. Agreement for Professional Services, Mountain Accord (Phase II) Program Director, dated December 14, 2015
3. Accounting of all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract.
4. Progress report on the Program Director Contract.
CENTRAL WASATCH COMMISSION
MOTION SHEET

DATE: July 17, 2017

RE: Motion to Adopt Bylaws/Administrative Policy and Procedures Manual

Motion 1
I move that the Commission adopt the Bylaws/Administrative Policy and Procedures Manual as presented.
   a. And direct the Commission’s organizing administration to draft content for the sections that are enumerated in the table of contents for review and possible adoption at a subsequent Commission meeting.

Motion 2
I move that the Commission not adopt the Administrative Policy and Procedures Manual as presented.
CHAPTER 1: OVERVIEW

1.1 ADMINISTRATIVE POLICIES

CHAPTER 2: OFFICERS

2.1 DUTIES OF BOARD CHAIR
2.2 SUCCESSION OF AUTHORITY
2.3 DUTIES OF THE CLERK
2.4 DUTIES OF TREASURER
2.5 UNAUTHORIZED USE OF COMMISSION FUNDS
2.6 BONDS
2.7 TRAINING
2.8 RELATIONSHIP OF BOARD TO COMMISSION

CHAPTER 3: PUBLIC RECORDS POLICY

3.1 GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT
3.3 FEES
3.4 REQUESTS FOR RECORDS

CHAPTER 4: COMMISSION MEETINGS

4.1 TERMS USED IN THIS CHAPTER
4.2 MEETINGS OF THE COMMISSION
4.3 PLACE OF MEETINGS
4.4 PUBLIC NOTICE OF MEETINGS
4.5 NOTICE TO COMMISSIONERS
4.6 CONDUCT OF MEETINGS
4.7 QUORUM
4.8 PRESUMPTION OF ASSENT
4.9 NO PROXY
4.10 OPEN AND CLOSED MEETINGS
4.11 MINUTES OF MEETINGS TO BE KEPT
4.12 PUBLIC HEARING PROCEDURES
4.13 ELECTRONIC MEETINGS
CHAPTER 5: COMMISSION ADMINISTRATION

5.1 STRUCTURE OF COMMISSION ADMINISTRATION
5.2 FIDELITY BONDS
5.3 EXECUTIVE DIRECTOR
5.4 ASSISTANT EXECUTIVE DIRECTOR(s)
5.5 PROGRAM DIRECTOR
5.6 CONTROLLER

CHAPTER 6: BUDGET, AUDITS AND CHECKS

6.1 BUDGET OFFICER
6.2 PREPARATION OF BUDGET
6.3 REPORTS
6.4 INDEPENDENT AUDITOR
6.5 CHECKS

CHAPTER 7: PROCUREMENT

7.1 PROCUREMENT POLICY

CHAPTER 8: HUMAN RESOURCES

8.1 PLACEHOLDER

CHAPTER 9: RISK MANAGEMENT

9.1 INSURANCE
9.2 PROCEDURE FOR FILING AND PROCESSING OF CLAIMS
9.3 INDEMNIFICATION OF EMPLOYEES

CHAPTER 10: INVESTMENT POLICY

10.1 INVESTMENT POLICY

CHAPTER 11: FUND BALANCE POLICY

11.1 INTENT
11.2 PURPOSE OF POLICY
11.3 LIMITATION TO TOTAL OF FUND BALANCES
11.4 FUND BALANCE CLASSIFICATION & TARGET BALANCES
CHAPTER 1

OVERVIEW

1.1 ADMINISTRATIVE POLICY

Pursuant to the adoption of the Central Wasatch Commission ("Commission") Agreement and the accompanying Interlocal Assignment, Assumption & Consent Agreement by the various Members, the Board of the Commission adopted this initial Administrative Policies and Procedures Manual by rule on July 17, 2017.

The two Agreements should be read in conjunction with this document to understand the progression of Commission from its creation by the members, appointment of Commissioners by the members, to the election of officers and the administrative organization and responsibilities.

The Commission will be staffed by independent contractors in its early start-up stages. There are placeholder items for various policies in this document that will be developed and added as directed by the Commission.

CHAPTER 2

OFFICERS

2.1 DUTIES OF THE BOARD CHAIR

The Chair of the Commission shall:

A. Preside at all meetings of the Commission.

B. Execute on behalf of the Commission:

1. All bonds and instruments creating debt against the Commission.

2. Commission resolutions.

3. Agreements with the United States, State of Utah, or any other governmental entity, department or political subdivision, unless delegated in writing to the Executive Director by the Chair or allowed the Executive Director by other sections in this manual.
4. The countersigning of disbursement checks.

5. Agreements specifically authorized and directed by the Commission.

6. Real estate leases, and all deeds and conveyance documents in which the Commission is a grantor of any interest.

7. Contracts and agreements authorized by the Commission which cause the Commission to incur extraordinary expenditures not described within the Commission’s annual budget.

8. All other contracts and agreements specifically required of the Chair.

C. Attend and, if appropriate, preside at ceremonial activities (including, but not limited to, ribbon-cuttings, open houses, receptions) in which ceremonial representation is needed or sought.

D. Be a spokesperson for the Commission, unless the Commission directs otherwise. When the Chair acts as spokesperson for the Commission, the Chair should speak for the majority of the Commission. When the Chair is speaking for himself or herself or in the capacity as an individual member of the Commission, the Chair should clearly identify that limited capacity.

E. Represent the will of the Commission.

F. The Chair may request any member of the Commission to represent the Commission outside of the Commission meetings.

2.2 SUCCESSION OF AUTHORITY

In the event that the office of Chair is vacant or the individual occupying this office is absent or otherwise unavailable, the Co-Chair shall serve as Acting Chair of the Commission, with all the power and authority of the Chair.

2.3 DUTIES OF THE SECRETARY

2.4 DUTIES OF THE TREASURER

A. The Treasurer shall be custodian of all money, bonds, or other securities of the Commission.
B. The Treasurer shall determine the cash requirements of the Commission and provide for the deposit and investment of all money.

C. The Treasurer shall receive all public funds and money payable to the Commission within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, and keep an accurate, detailed account of those funds and money as required by law and as directed by the Commission.

D. The Treasurer shall collect all special taxes and assessments as provided by law and ordinance.

E. The Treasurer shall give or cause to be given to every person paying money to the Commission treasury a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account paid, and shall file the duplicate of the receipt.

F. The Treasurer shall sign all checks. Before signing any checks, the Treasurer shall determine that a sufficient amount is on deposit in the appropriate bank account of the Commission to honor the check.

G. The Treasurer shall promptly deposit all Commission funds in the appropriate bank accounts of the Commission. Commission funds shall not be commingled with funds of another person or entity.

H. The Treasurer shall be responsible for monitoring expenditures during the fiscal year.

I. The Commission may appoint an Assistant Treasurer to function in the absence of the Treasurer or assist the Treasurer, with all the power and authority of the Treasurer or within the scope of authority otherwise delegated by the Commission.

2.5 UNAUTHORIZED USE OF COMMISSION FUNDS

If any Commissioner or officer or any other employee or officer of the Commission, is using Commission funds for personal profit or for any purpose not authorized by law, that person shall be subject to discipline up to and including referral to law enforcement authorities and/or removal from the Commission and/or termination of employment.

2.6 BONDS
2.7 TRAINING
CHAPTER 3
PUBLIC RECORDS POLICY

3.1 GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

The Commission is subject to, and complies with the Government Records Access and Management Act ("GRAMA"). GRAMA provides the basis for the Commission’s information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The Commission adopts GRAMA’s standards for classification and designation of its records as public, private, controlled or protected.

3.2 FEES

The Commission shall charge and collect those costs and fees allowed by GRAMA for responding to a request for a record, specifically including but not limited to those in GRAMA. The Executive Director may waive any cost or fee in accordance with GRAMA.

3.3 REQUESTS FOR RECORDS

Pursuant to GRAMA, a request for a Commission record shall be directed to the Chair at 10 West 100 South, Salt Lake City, UT 84101.

CHAPTER 4
COMMISSION MEETINGS

4.1 TERMS USED IN THIS CHAPTER

As used in this Chapter:

A. “Act” means the Utah Open and Public Meetings Act of the Utah Code.

B. “Closed to the public” means a meeting that the public is not allowed to attend pursuant to the Act.
C. “Open to the public” means a meeting that the public is allowed to attend pursuant to the Act.

D. Terms used in this Chapter that are defined in the Act shall have the meaning given by the Act.

4.2 MEETINGS OF THE COMMISSION

A. **Regular Meeting.** A regularly scheduled meeting of the Commission for which notice of the date, time, and place has been given in the Annual Meeting Schedule.

B. **Special Meeting.** Any meeting of the Commission that replaces or is held in addition to regular meetings.

C. **Annual Meeting.** The meeting at which officers of the Commission are elected. The Annual Meeting shall be held on the date and hour of its regularly scheduled meeting in January.

D. **Emergency Meeting.** A special meeting held as a result of unforeseen circumstances, to consider matters of an urgent or emergency nature.

4.3 PLACE OF MEETINGS

Except as may otherwise be determined, meetings of the Commission shall be held at the formal office of the various Commission members on a rotating basis as provided in the notice.

4.4 PUBLIC NOTICE OF MEETINGS

A. **Annual Meeting Schedule.** An annual schedule of the regular meetings of the Commission shall be posted at all times in a conspicuous place at the Commission’s principal office or on the Commission’s website. The annual schedule of regular meetings shall be sent to the Public Notice Website and other organizations and individuals requesting such schedule.

B. **Regular Meeting.** Notice of the date, time, place and agenda for each regular meeting shall be posted at the Commission’s principal office and sent no less than 24 hours before the beginning of each meeting to the Public Notice Website and other organizations and individuals requesting such notice.

C. **Special Meeting.** Where possible, the notice described in Section 3.4.B shall
be given. However, when unforeseen circumstances require calling a special meeting, including an emergency meeting, the notice requirements of Section 3.4.B may be disregarded and the best practicable notice given. No special meeting shall be held until a reasonable attempt has been made to notify all Commissioners, and a majority of the Commissioners contacted and polled agree to hold the special meeting.

D. Meeting at a Place other than the Principal Place of Business. Notice of a meeting to be held at a place other than the principal place of business shall be given as provided by law.

4.5 NOTICE TO COMMISSIONERS

The Commission Clerk or other designee shall send notice of all regular and, when possible, special meetings of the Commission to all Commission members by ordinary mail, electronic transmission or hand delivery at least three days in advance of each meeting. Such notice shall include the date, time, and place of the meeting as well as a copy of the previous meeting’s minutes and the agenda for the proposed meeting.

4.6 CONDUCT OF MEETINGS

A. All meetings of the Commission shall be conducted according to Robert's Rules of Order when requested so by a Commissioner.

B. Any Commissioner shall have the right to place any matter on the agenda if a reasonable notice of seven days is given. The meeting shall follow the agenda unless otherwise agreed.

4.7 QUORUM

A majority of the actual Commissioners shall constitute a quorum for the transaction of Commission business. A concurrence of a majority of the quorum, in any matter within the scope of their duties, shall be sufficient for the determination of such matter, except as required otherwise by statute or in this Manual.

4.8 PRESUMPTION OF ASSENT

A Commissioner who is present at a meeting of the Commission at which action on any matter is taken shall be presumed to have assented to the action taken unless the Commissioner's dissent shall be entered into the minutes of the meeting or unless the Commissioner shall file written dissent to such actions before the
adjournment of the meeting. A written dissent shall not apply to a Commissioner who voted in favor of such action.

4.9 NO PROXY

No Commissioner may appoint another individual, by proxy or otherwise, to assume the Commissioner’s responsibilities as a Commissioner.

4.10 OPEN AND CLOSED MEETINGS

A. **Open Meeting.** All meetings of the Commission, except closed meetings, shall be open to the public.

B. **Closed Meeting.** Except as otherwise directed by the Board, closed meetings shall be open only to Board members, and Commission staff. A closed meeting may be held upon the affirmative vote of two-thirds of the Board present at an open meeting for which notice is given, provided a quorum is present. A closed meeting may be held for any of the following purposes:

1. Discussion of the character, professional competence, or physical or mental health of an individual.

2. Strategy sessions to discuss personnel matters.

3. Strategy sessions to discuss pending or reasonably imminent litigation.

4. Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the Commission from completing the transaction on the best possible terms.

5. Strategy sessions to discuss the sale of real property when: (a) public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the Commission from completing the transaction on the best possible terms; (b) the Commission previously gave public notice that the property would be offered for sale; (c) the terms of the sale are publicly disclosed before the Commission approves the sale.

6. Discussion about deployment of security personnel, devices or systems.
7. Investigative proceedings regarding allegations of criminal misconduct.

C. Actions Taken. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting.

4.11 MINUTES OF MEETINGS TO BE KEPT

A. Open Meeting. Written minutes shall be kept of all open meetings. Such minutes shall include:

1. The date, time, and place of the meeting.
2. The names of members present and absent.
3. The substance of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken.
4. The names of all citizens who appeared and the substance in brief of their testimony.
5. Any other information that any member requests be entered in the minutes.

Minutes shall not be “final” or “official” until the Commission has formally approved them. Notes and/or draft minutes prepared by or at the direction of the Clerk shall be destroyed one year after the minutes are formally approved by the Commission.

B. Closed Meeting. Unless the closed meeting is called for purposes specified in Section 4.10.B or 4.10.B., in which case the presiding officer shall sign a sworn statement affirming the purpose of the meeting, an audio recording shall be kept of the closed portion of the meeting. Written minutes also may be kept. If minutes are kept, they shall include:

1. The date, time, and place of the meeting.
2. The names of members present and absent.
3. The names of all others present.
4. The content of the meeting.
Audio recordings and written minutes of the closed meeting are protected records under the Governmental Records Access and Management Act (“GRAMA”), section 63-2-801 et seq. of the Utah Code, and any person who violates the provisions GRAMA is subject to the criminal penalties contained in GRAMA. Audio recordings and written minutes of closed meetings may be disclosed pursuant to a Court order only as provided in section 52-4-304 of the Utah Code.

4.12 PUBLIC HEARING PROCEDURES

A. Public hearings before the Commission shall follow these procedural steps:

1. Declaration that the public hearing is open.
2. Verification that legal notification requirements have been met.
3. Staff presentation.
4. Questions by Commissioners.
5. Motion to open public comment session.
6. Call upon individuals who have completed and submitted registration cards (see section 4.12.B. below).
7. Motion to close public comment session.
8. Staff response.
9. Questions by Commissioners.
10. Commission discussion.
12. Motion to adjourn/close public hearing.

B. The following rules shall be observed during public hearings before the Commission:

1. Members of the public who desire to speak shall each first complete a registration card indicating the speaker’s name, address and affiliations to the agenda item(s) (or whom the person represents).
2. The Chair shall determine who will speak after reviewing the registration cards. Each speaker shall be called by the Chair and at the discretion of the Commission.

3. Speakers shall state their names, addresses and affiliations to the agenda items (or whom they represent) before beginning their comments.

4. Speakers shall address their comments to the Chair, and they shall not debate with other meeting attendees or make personal attacks.

5. A predetermined time limit shall be placed on speakers. A speaker cannot combine his time with another (e.g., Speaker “X” cannot give his time to Speaker “Y” so that Speaker “Y” has double the time), and the Chair will not recognize redundant speakers/comments.

6. To permit everyone the opportunity to hear the proceedings, attendees shall be as quiet as possible.

7. The hearing is designed for civil discussion. Therefore, attendees shall not jeer, cheer, yell out comments, or clap.

8. Attendees shall not display any signs or distribute any handouts or flyers in the hearing room.

9. After the close of the public comment period, discussion shall be limited to Commission members and staff.

C. The Chair of the public hearing shall enforce the procedures and rules set forth above in subsections A and B. At the Chair’s discretion and consistent with this Manual, the Chair may take such additional actions as will promote an orderly and efficient public hearing.

4.13 ELECTRONIC MEETINGS

A. In accordance with the Act, the Commission may convene and conduct any meeting in which one or more Commissioners participate electronically, provided:

1. The notice for and procedures of the meeting shall conform to the Act and to all applicable provisions of this Manual; and,
2. After making reasonable effort to do so, the Commission is unable to hold the meeting with all Commissioners physically present in the anchor location.

B. Commissioners unable to be physically present but who wish to participate electronically in a meeting shall be connected to the anchor location by means of a conference using electronic communications, subject to the following conditions:

1. At the appointed time, the Commission shall initiate contact with those Commissioners who indicated they will attend electronically.

2. Commissioners participating electronically will be allowed to use a cellular or mobile telephone as long as they are in a safe quiet place and their participation is not disruptive to the meeting. If participation in a closed meeting the Commission shall use a secure, encrypted Internet line or a secure, hard telephone line that prevents unauthorized parties from listening.

3. Commissioners participating electronically shall not use speaker phones or other communication equipment that may allow unauthorized parties to overhear the meeting.

C. Applicable procedures of this Manual shall govern an electronic meeting with the following additions:

1. Commissioners who wish to participate electronically shall notify the Commission at least twenty-four (24) hours before the scheduled start of the meeting and shall provide contact information to allow their participation.

2. Minutes of the meeting shall note that the meeting was conducted electronically in accordance with the Act and this Manual. The minutes shall identify those Commissioners participating electronically.

3. All parties participating electronically should be able to hear and to speak with each other and all present in the anchor location.

4. Commissioners and parties in the anchor location should be able to hear and to speak with those participating electronically.

5. Electronic participation in a meeting shall constitute presence at that
meeting for all purposes, including the determination of a quorum and voting.

6. If visual aids or documents are to be presented or used at the meeting, the Commission shall make reasonable efforts to provide copies to each person participating electronically.

7. At the conclusion of the meeting, persons attending electronically shall verbally certify that they participated in good faith in the entire meeting.

D. An anchor location for all electronic meetings shall be the office designated by the Commission for that particular meeting and shall be indicated in the meeting notice.

F. Inasmuch as confidentiality may be intentionally or inadvertently compromised, the following shall not be part of any electronic meeting:

1. Communication among the Commission, staff and the Commission’s legal counsel, such that the attorney-client privilege may arise.

2. An interview or discussion by the Commission of an employee or a candidate for employment.

3. Topics required or allowed to be kept confidential, private or secret by state or federal law.

4. Any other topic which the Commission determines must remain confidential, private or secret.

CHAPTER 5

COMMISSION ADMINISTRATION

5.1 STRUCTURE OF COMMISSION ADMINISTRATION

5.2 FIDELITY BONDS
Before assuming the duties of office, all appointed officers as designated in this chapter, shall be bonded with corporate sureties for the faithful performance of the duties of their offices and the payment of all monies received by such officers. A blanket bond or separate bonds may be obtained. The Commission shall pay the bond premiums.

5.3 EXECUTIVE DIRECTOR
5.4 ASSISTANT EXECUTIVE DIRECTOR(S)
5.5 PROGRAM DIRECTOR
5.6 CONTROLLER

CHAPTER 6
BUDGET, AUDITS AND CHECKS

6.1 BUDGET OFFICER
6.2 PREPARATION OF BUDGET
6.3 REPORTS
6.4 INDEPENDENT AUDITOR
6.5 CHECKS

CHAPTER 7
PROCUREMENT POLICY

7.1 PROCUREMENT POLICY

Except as otherwise provided herein, the Central Wasatch Commission shall adopt the general procurement provision of the Utah Procurement Code, Section 63G-61-101 et seq of the Utah Code.
Organizational startup services provided by independent consultants with contracts under the WFRC Program Management contract from January 1, 2017 through June 30, 2017 that have not been reimbursed due to the lack of Program Management funds, may be authorized for reimbursed by the Central Wasatch Commission at the Organizing Meeting of the Commission. Since the Central Wasatch Commission has assumed the WFRC Program Management contracts, the specified billing rate of those existing contracts shall remain and payment to organizing staff shall be made upon receipt by CWC of monthly invoices. Invoices must identify costs by work task and hours expended. Supporting documentation for all costs contained in the invoice must be submitted with each invoice. To avoid imposing undue hardship, CWC shall pay for all undisputed amounts shown on the invoice within thirty (30) days.

Until administrative services can be procured via the State Procurement process with contracts approved, the Organization Startup services from July 1, 2017 through the Organizing Meeting, and additional Organization Startup services approved by the Central Wasatch Commission will be treated as additional services added to the tasks of the consultants pursuant to their Program Management Contracts. The payment of Organization Startup services will be paid first from the funds transferred to the Commission by the UTA and then from funds paid by the Phase II ILA parties as provided in the second year of payments that have been assigned to and assumed by the Commission which have been provided in the adopted 2017-2018 Central Wasatch Commission Tentative Budget. The remaining funds in the 2017-2018 Budget are not available until procurement contracts have been approved.

CHAPTER 8

HUMAN RESOURCE POLICY

(This section will be developed when employees are anticipated and the policy is needed.)
CHAPTER 9

RISK MANAGEMENT

9.1 INSURANCE

9.2 PROCEDURE FOR FILING AND PROCESSING OF CLAIMS

9.3 INDEMNIFICATION OF EMPLOYEES

CHAPTER 10

INVESTMENT POLICY

10.1 INVESTMENT POLICY

CHAPTER 11

FUND BALANCE POLICY

These policies relating to the establishment and appropriate management of Fund Balances are intended to be consistent with the Utah Code, applicable portions of the Uniform Fiscal Procedures for Interlocal Agreements ("Uniform Fiscal Procedures Act"), applicable portions of the State Money Management Act ("Money Management Act"), Rules of the State Money Management Council, and applicable portions of the Municipal Bond Act ("Municipal Bond Act").

11.1 INTENT

11.2 PURPOSE OF POLICY
11.3 LIMITATION TO TOTAL OF FUND BALANCES

11.4 FUND BALANCE CLASSIFICATIONS AND TARGET BALANCES
2017-2018 TENTATIVE BUDGET

CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT
ARTICLE VIII FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget
The Board shall adopt annually a budget for the Commission for the next fiscal (July 1-June30) year which shall set forth in reasonable detail the Commission’s revenues and receipts as well as its operation, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission’s operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.

CHAPTER 13 INTERLOCAL COOPERATION ACT
PART 5 FISCAL PROCEDURES FOR INTERLOCAL ENTITIES
11-13-508 TENTATIVE BUDGET TO BE PREPARED – REVIEW BY GOVERNING BODY
(5) If a new interlocal entity is created, the governing board shall:
(a) prepare a budget covering the period from the date of incorporation to the end of the fiscal year;
(b) substantially comply with all other provisions of this part with respect to notices and hearings; and
(c) pass the budget as soon after incorporation as feasible.

Motion 1
I move that the Commission:
  a. authorize payment for the costs associated with commission formation and start-up in the amount of $98,423 as indicated in the attached invoices; and
  b. instruct the organizing administration to provide, in reasonable detail, the revenues and expenditures related to the Commission’s operations for proposed fiscal year 2017-2018; and,
  c. hold a public hearing on Thursday, September 7, 2017 at 3:00 p.m. to consider adopting the Central Wasatch Commission budget for fiscal year beginning July 1, 2017 and ending June 30, 2018.

Motion 2
I move that the Commission (provide alternative)
Bill To:
Central Wasatch Commission
Care of: Dina Blaes, Exoro Group
10 West 100 South Suite 300
Salt Lake City, Utah 84101

Re: Mountain Accord Project

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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Extended Cost</th>
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Reimbursable Expenses

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<td>Grassroots</td>
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**Total** $22,548
## Progress Report for LJ Consulting

### Mountain Accord Project

**Billing Period:** June 30, 2017

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<td>2 Public Engage/Outreach</td>
<td>Regular updates and responses to stakeholder inquiries, coordination on Salt Lake County Resource Management Plan.</td>
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<td>3 Public Info/Media/Web</td>
<td>Respond to media inquiries, website updates. $1,418 LJ Consulting $2,900 Grassroots</td>
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<td>5 Project Management</td>
<td>Financial transparency report, archive Mountain Accord files and information.</td>
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<td>7 Transportation</td>
<td>Short-term transportation plan; coordination with UDOT, UTA, USFS, WSP-PB, review WSP-PB deliverables; cost estimates and maps; restroom, trail connections.</td>
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## Detailed Time Report

**Timeframe:** 04/01/2017 — 06/30/2017

**Total:** 70.50 Hours

70.50 Uninvoiced Billable Hours

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<td><strong>Stakeholder calls update on CWC, web update</strong></td>
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<td></td>
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<td><strong>Total</strong></td>
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Grassroots Communications  
PO Box 71054  
SLC  
UT 84171 US  
(801) 699-4231  
mike@grassroots-agency.com  
Grassroots-agency.com

Invoice  

BILL TO  
Mountain Accord  
Laynee Jones  
LJ Consulting  
Laynee@mountainaccord.com

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Field and direct media inquires - 3 hrs  
Account support, client correspondence and team communications - 3 hrs

BALANCE DUE  

$2,900.00

INVOICE #1707  
June 15, 2017  

Mountain Accord  
c/o GrassRoots Communications  
2455 E. Parleys Way #210  
Salt Lake City, UT 84109  

reference: Mike Grass  

Description  
Job# 1512 Mountain Accord hourly billing January - June 15, 2017  

Professional Services  
Site maintenance & updates  
Hours  
12.50  

total hours  
12.50  

sub total (rate: $100/hr for dMurray, fFuedale & aJorgenson)  
$1,250.00  

Materials  
nada, zip, nothing  

sub total materials  
$0.00  

Sub Total  
$1,250.00  

Balance Due  
$1,250.00  

Credit cards gladly accepted. Please make checks payable to the Idea Factory.  

Thank you (and we don't mean that in an Eddy Haskell sort of way).  

Summary of work:  
• Performed necessary updates to web software  
• Reviewed site security  
• Collaborated w/ JP on content updates  
• Revised content as per LJ & other participants' instructions  
• Reviewed & updated all downloadable documents
**INVOICE**

**From**
Jeremy Pugh - Very Dynamite Productions
336 S. Douglass Street
SLC, UT 84102
(801) 673-5190

SSN: 529-61-6665

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<td>06/06/2017</td>
<td>07/06/2017 (Net 30)</td>
<td>• Grassroots Communications • VeryDynamite Productions • Jeremy Pugh • Final Invoice</td>
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<th>Description</th>
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<td>Service</td>
<td>Mountain Accord Content Development - 02/09/2017 - Admin tasks / Jeremy Pugh: Reviewing website to make sure that it is OK for a period of dormancy while we await decision making on the CWC.</td>
<td>2.00</td>
<td>$90.00</td>
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<tr>
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<td>Service</td>
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<td>2.00</td>
<td>$90.00</td>
<td>$180.00</td>
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<tr>
<td>Service</td>
<td>Mountain Accord Content Development - 03/05/2017 - Web work / Jeremy Pugh: Fixed navigation on the MA website to line up with &quot;accordion&quot; topics and information, updated materials to reflect current status of the CWC</td>
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<tr>
<td>Service</td>
<td>Mountain Accord Content Development - 05/23/2017 - Copywriting / Jeremy Pugh: Took down materials related to CWC meetings on website, went through site and made sure references to potential CWC meetings are updated based on status report from Layne.</td>
<td>2.00</td>
<td>$90.00</td>
<td>$180.00</td>
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</table>

**Amount Due** $900.00
April 21, 2017

Andrew Gruber
Wasatch Front Regional Council
295 Jimmy Doolittle Road
Salt Lake City, Utah 84116

Dear Andrew,

Please find attached the latest invoice for the Mountain Accord project. The invoice reflects costs beyond the contract budget due to the delayed transition from Mountain Accord to the Central Wasatch Commission. The contract between LJ Consulting and WFRC assumed that the new government entity would accept responsibility for the program by June 2016 (at the latest October 2016). This letter outlines next steps pertaining to this contract.

Contract Budget and Term
The contract term is through April 30, 2017. If the contract term is extended, I will continue responding to ongoing requests from project partners, stakeholders, and media on a limited, as-needed basis as my time allows. I hope to be reimbursed for the unpaid balance on this invoice and ongoing work when additional budget is available, pending/in accordance with financial and procurement policies of WFRC and/or the Central Wasatch Commission.

Sub-Consultants
Final invoices from all sub-consultants have been received and included on this and previous invoices. Sub-consultants will be paid fully after I receive payment from WFRC. Sub-consultants are under no obligation to continue work.

Outstanding Direct Expense – Comcast Internet and Phone
There is an outstanding commitment of $60 per month due to Comcast for internet and phone service at the Mountain Accord (future Central Wasatch Commission) office. Whether the contract term is extended or not, I request that a project partner take responsibility for the Comcast payments, beginning with the next payment due May 13, 2017.

Mountain Accord Website and Email
The Mountain Accord website and email addresses are paid for and managed under the LJ Consulting contract with WFRC. A message stating Mountain Accord is on hold is posted on the website and in email auto-responses. These messages will remain in-place until further instruction from WFRC or the Central Wasatch Commission. The next payment for email service is not due until in January 2018. If the contract term is not extended, the website and email service will be discontinued and archived for the WFRC and/or the Central Wasatch Commission.
Please do not hesitate to contact me if you have questions or need further clarification,

Thank you,

Laynee Jones
Principal, LJ Consulting
Please mail to:
2021 Red Sage
Irvine, CA 92618

Bill To:
Wasatch Front Regional Council
Ned Hacker
295 North Jimmy Doolittle Road
Salt Lake City, Utah  84116

Re: Mountain Accord Project, March 2017
Summary of Progress: Continued work on transportation plan, stakeholder responses, CWC coordination and set up.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<td>March Labor - LJ Consulting</td>
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<td>Reimbursable Expenses</td>
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<td>Comcast Business - Internet and Phone April</td>
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<td>Subconsultants</td>
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<td>Barber Consulting</td>
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<td>Total Amount Accrued</td>
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<td>$19,769</td>
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</table>

Contract Amount                        | $1,000,000 |
Previously Invoiced                    | $990,361   |
Deferred Amount                        | $(10,130)  |
Amount to Be Paid Due to Contract Limit| $9,639     |
Total Amount Accrued To Date           | $1,010,130 |

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Progress Report for LJ Consulting
Mountain Accord Project

Invoice #: MA-WFRC-15
Billing Period: 2017 March

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<td>1 Strategic Plan</td>
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<tr>
<td>2 Public Engage/Outreach</td>
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</tr>
<tr>
<td>3 Public Info/Media/Web</td>
<td>Respond to media inquiries.</td>
</tr>
<tr>
<td>4 Executive Board Communications</td>
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<tr>
<td>5 Project Management</td>
<td>Budget and financial analysis.</td>
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<tr>
<td>6 Federal Designation</td>
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<td>7 Transportation</td>
<td>Short and Long Term Transportation plan.</td>
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<tr>
<td>8 Governance</td>
<td>Continued coordination and set up of CWC.</td>
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<tr>
<td>9 Land Exchange</td>
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<tr>
<td>10 Dashboard</td>
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<tr>
<td>11 Trails, Rec, Cycling</td>
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<tr>
<td>12 Land Acquisition Prgm</td>
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<td>13 Econ/ Value Prop.</td>
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<td>14 Funding/ Finance</td>
<td>Finalize financial report.</td>
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Expected Versus Actual Spending

- **Actual**
- **Expected**

![Expected Versus Actual Spending Chart]
### Program Management Spending by Task since December 2015

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<th>HMG</th>
<th>Barber</th>
<th>ZBPF</th>
<th>Finlinson</th>
<th>Grassroots</th>
<th>Albrecht</th>
<th>Nilsson</th>
<th>Rivers</th>
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<td>1 Strategic Plan</td>
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<td>2 Public Engage/Outreach</td>
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This chart shows spending for the four largest tasks.

---

### Subconsultant Spending by Task since December 2015

- **Exoro**: 2 Public Engage/Outreach
- **Grassroots**: 3 Public Info/Media/Web
- **Barber**: 6 Federal Designation
- **Finlinson**: 8 Governance
## Subconsultant Hourly Bill Rates

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<td>Fred Finlinson</td>
<td>Finlinson &amp; Finlinson</td>
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<td>Dina Blaes</td>
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<td>Stephanie Miller</td>
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<td>Thom Carter</td>
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## Detailed Time Report

### Timeframe

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### Breakdown by Hours

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## Detailed Time Report

### Timeframe
02/01/2017 — 02/28/2017

### Total
58.00 Hours
58.00 Uninvoiced Billable Hours

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## Detailed Time Report

### Timeframe
03/01/2017 — 03/31/2017

**Total**
- 16.50 Hours
- 16.50 Uninvoiced Billable Hours

### Summary
- 0 Clients
- 0 Projects
- 0 Tasks
- Staff

### Client
- All Clients

### Project
- All Projects

### Task
- All Tasks

### Person
- All Staff

### Report
- Financial report
- Review PB materials
- Review PB deliverables and data collected by L2

### Total
- 16.50 Hours

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<th>Task</th>
<th>Person</th>
<th>Hours</th>
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| Total        | 16.50 Hours |
Bill To:
Laynee Jones
LJ Consulting
11337 East Silver Snow Lane
Salt Lake City, UT 84121

Re: Mountain Accord Project - FINAL INVOICE

Summary: Stakeholder communications, and project management support.

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<td><strong>Total</strong></td>
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|                           |          |        |       |
| Contract Budget          | $105,000       |
| Previously Invoiced      | $100,363       |
| Current Invoice          | $457           |
| Total Invoiced To Date   | $100,820       |
| Remaining Contract Amount| $4,180         |
### Detailed Time Report

**Timeframe**: 01/01/2017 — 12/31/2017  
**Total**: 8.50 Hours  
0.00 Uninvoiced Billable Hours

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<td></td>
<td></td>
<td><em>stakeholder comm</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/18/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>05 - Project Management</td>
<td>Megan Nelson</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>suspend comcast, office admin</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/20/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>05 - Project Management</td>
<td>Megan Nelson</td>
<td>0.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>shutting up office, admin</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/26/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>06 - Federal Designation</td>
<td>Megan Nelson</td>
<td>0.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>stakeholder comm</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/09/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>06 - Federal Designation</td>
<td>Megan Nelson</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>stakeholder comm</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/13/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>06 - Federal Designation</td>
<td>Megan Nelson</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>stakeholder comm - emails and phone calls</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/01/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>06 - Federal Designation</td>
<td>Megan Nelson</td>
<td>0.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>stakeholder comm</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/14/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>06 - Federal Designation</td>
<td>Megan Nelson</td>
<td>1.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>stakeholder comm, maps to USFS</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/28/2017</td>
<td>Mountain Accord</td>
<td>Mountain Accord</td>
<td>06 - Federal Designation</td>
<td>Megan Nelson</td>
<td>1.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>leg update to stakeholders, respond emails/phone</em></td>
<td></td>
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</tr>
</tbody>
</table>

**Total**: 8.50
## Expense Report

**Timeframe:** 01/01/2017 — 03/31/2017  
**Total:** $32.22  

<table>
<thead>
<tr>
<th>Date</th>
<th>Project</th>
<th>Category</th>
<th>Person</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/30/2017</td>
<td>Mountain Accord – Mountain Accord</td>
<td>Project Expenses</td>
<td>Megan Nelson</td>
<td>$10.74</td>
</tr>
<tr>
<td></td>
<td>Storage Account - Box (registered to <a href="mailto:admin@mountainaccord.com">admin@mountainaccord.com</a>)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/28/2017</td>
<td>Mountain Accord – Mountain Accord</td>
<td>Project Expenses</td>
<td>Megan Nelson</td>
<td>$10.74</td>
</tr>
<tr>
<td></td>
<td>Storage Account - Box (registered to <a href="mailto:admin@mountainaccord.com">admin@mountainaccord.com</a>)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/28/2017</td>
<td>Mountain Accord – Mountain Accord</td>
<td>Project Expenses</td>
<td>Megan Nelson</td>
<td>$10.74</td>
</tr>
<tr>
<td></td>
<td>Storage Account - Box (registered to <a href="mailto:admin@mountainaccord.com">admin@mountainaccord.com</a>)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$32.22</strong></td>
</tr>
<tr>
<td>Date</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/30/2017</td>
<td>$10.74</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Client**  
Mountain Accord

**Project**  
Mountain Accord

**Category**  
Project Expenses

**Person**  
Megan Nelson

Storage Account - Box (registered to admin@mountainaccord.com)
INVOICE
INV04342722
PO Number:

Sold To:
admin@mountainaccord.com
Megan Nelson

Bill To:
admin@mountainaccord.com
Megan Nelson
368 West 100 North
Midway Utah 84049
United States

Account Number: B00483136
Invoice Number: INV04342722
Invoice Date: 01/27/2017
Payment Due By: 01/27/2017
Payment Terms: Due Upon Receipt
Payment Method: CreditCard

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
<th>Tax</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Pro</td>
<td>$10.00</td>
<td>1.00</td>
<td>$10.00</td>
<td>$0.74</td>
<td>$10.74</td>
</tr>
</tbody>
</table>

| Invoice Subtotal:   | $10.00     |
| Tax:                | $0.74      |
| Total:              | $10.74     |
| Balance Due:        | $0.00      |
| Currency:           | USD        |

Payments and Adjustments

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Transaction Number</th>
<th>Transaction Type</th>
<th>Notes</th>
<th>Applied Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/27/2017</td>
<td>P-05997154</td>
<td>Payment</td>
<td></td>
<td>($10.74)</td>
</tr>
</tbody>
</table>

Balance Due: $0.00

Please note that failure to pay this invoice by the due date provided may result in suspension of services and the accrual of a late fee as outlined in the Box Service Agreement.

Need to update your credit card? Submit new billing information securely online at https://www.box.com/update
(be sure to login as the Box Administrator)

Copy of our W-9: billing.app.box.com/W-9

General billing inquiries: https://community.box.com/
For additional billing assistance or to pay by credit card, submit a case by visiting: https://cloud.box.com/SubmitCase or call us at: 1-877-729-4269

Box Inc. | 900 Jefferson Ave, Redwood City, CA 94063
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/28/2017</td>
<td>$10.74</td>
</tr>
</tbody>
</table>

- **Client**: Mountain Accord
- **Project**: Mountain Accord
- **Category**: Project Expenses
- **Person**: Megan Nelson

Storage Account - Box (registered to admin@mountainaccord.com)
INVOICE
INVO4417306
PO Number:

Sold To:
admin@mountainaccord.com
Megan Nelson

Bill To:
admin@mountainaccord.com
Megan Nelson
368 West 100 North
Midway Utah 84049
United States

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
<th>Tax</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Pro</td>
<td>$10.00</td>
<td>1</td>
<td>$10.00</td>
<td>$0.74</td>
<td>$10.74</td>
</tr>
<tr>
<td>Service Period: 02/27/2017-03/26/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment Due By: 02/27/2017
Payment Terms: Due Upon Receipt
Payment Method: CreditCard

Payments and Adjustments

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Transaction Number</th>
<th>Transaction Type</th>
<th>Notes</th>
<th>Applied Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/27/2017</td>
<td>P-05182777</td>
<td>Payment</td>
<td></td>
<td>($10.74)</td>
</tr>
</tbody>
</table>

Balance Due: $0.00

Please note that failure to pay this invoice by the due date provided may result in suspension of services and the accrual of a late fee as outlined in the Box Service Agreement.

Payments remitted without reference to relevant invoice number(s) will not be processed and will be returned.

Need to Update your Credit Card?
Submit new billing information securely online at: https://www.box.com/update
(please login as the Box administrator)

Payment by Direct Debit:
Please fill out this form and submit to AR@box.com; https://billing.box.com/ddinfo

Account Number: B00483136
Invoice Date: 02/27/2017
Invoice Number: INVO4417306
Payment Due Date: 02/27/2017
Total Amount Due: $0.00
Amount Enclosed: _______________

Copy of our W-9: billing.app.box.com/W-9

General billing inquiries: https://community.box.com/
For additional billing assistance or to pay by credit card, submit a case by visiting: https://cloud.box.com/SubmitCase or call us at: 1-877-729-4269

Box Inc. | 900 Jefferson Ave, Redwood City, CA 94063
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/28/2017</td>
<td>$10.74</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client</th>
<th>Mountain Accord</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>Mountain Accord</td>
</tr>
<tr>
<td>Category</td>
<td>Project Expenses</td>
</tr>
<tr>
<td>Person</td>
<td>Megan Nelson</td>
</tr>
</tbody>
</table>

Storage Account - Box (registered to admin@mountainaccord.com)
INVOICE
INV04491880
PO Number:

Sold To:  
admin@mountainaccord.com  
Megan Nelson

Bill To:  
admin@mountainaccord.com  
Megan Nelson  
368 West 109 North  
Midway Utah 84049  
United States

Account Number:  
B00483136

Invoice Number:  
INV04491880

Invoice Date:  
03/27/2017

Payment Due By:  
03/27/2017

Payment Terms:  
Due Upon Receipt

Payment Method:  
Credit Card

Service | Unit Price | Quantity | Subtotal | Tax | TOTAL |
--- | --- | --- | --- | --- | --- |
Personal Pro | $10.00 | 1 | $10.00 | $0.74 | $10.74 |

Invoice Subtotal: | $10.00 |
Invoice Tax: | $0.74 |
Invoice Total: | $10.74 |
Balance Due: | $0.00 |
Currency: | USD |

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Transaction Number</th>
<th>Transaction Type</th>
<th>Notes</th>
<th>Applied Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/27/2017</td>
<td>P-05272450</td>
<td>Payment</td>
<td></td>
<td>($10.74)</td>
</tr>
</tbody>
</table>

Balance Due: | $0.00 |

Please note that failure to pay this invoice by the due date provided may result in suspension of services and the accrual of a late fee as outlined in the Box Service Agreement.

Payments remitted without reference to relevant invoice number(s) will not be processed and will be returned.

Need to Update your Credit Card?  
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(be sure to login as the Box administrator)

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https://cloud.box.com/SubmitCase or call us at:  
1-877-729-4269

Box Inc. | 900 Jefferson Ave, Redwood City, CA 94063
# Invoice

**Hartman Management Group**

10 West 100 South  
Suite 300  
Salt Lake City, UT 84101

## Bill To

LJ Consulting LLC  
Laynee Jones  
11337 East Silver Snow Lane  
Salt Lake City UT 84121

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 30</td>
<td>5/17/2017</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>32</td>
<td>January - April 2017 Consulting Fee -- Task 8 -- Mt. Accord Project (15@ $300)</td>
<td>$4,500.00</td>
</tr>
</tbody>
</table>

Task 8 Budget = $35,000 Original Budget + $29,000 Approved Supplemental + $45,000 Second Supplemental = $109,000 Total  
YTD Invoice Amount = $125,625 (Including current invoice)  
Task 6 Budget = $15,000 Original Budget + $1,000 Approved Supplemental = $16,000 Total  
YTD Invoice Amount = $15,000 (Including current invoice)  

Please remit to above address.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4,500.00</td>
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</table>

Balances Due $4,500.00
<table>
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<tr>
<th>DATE</th>
<th>HOURS</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1/3/2017</td>
<td>0.25</td>
<td>MJ SLCO ILA process</td>
</tr>
<tr>
<td>1/5/2017</td>
<td>0.50</td>
<td>TD, BS, NM ILA, federal update</td>
</tr>
<tr>
<td>1/9/2017</td>
<td>0.25</td>
<td>25 CWC internal check in</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>0.50</td>
<td>TD, BS federal plan, SLCO comms update</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>0.50</td>
<td>TD, BM, GC re: SLCO ILA status; key changes; game plan</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>0.50</td>
<td>BS call, email and docs update ILA; game plan for his involve SLCO Council</td>
</tr>
<tr>
<td>2/25/2017</td>
<td>0.75</td>
<td>TD and GC re: SLCO ILA; funding; transportation possibilities</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>0.25</td>
<td>CWC Internal re: info to BS</td>
</tr>
<tr>
<td>3/1/2017</td>
<td>0.50</td>
<td>TD, BM, GC, PR, NM re: SLCO progress ILA and game plan</td>
</tr>
<tr>
<td>3/3/2017</td>
<td>0.75</td>
<td>TD, NM, BS re: SLCO, Federal strategy, timing, report on delegation meetings; FF email</td>
</tr>
<tr>
<td>3/4/2017</td>
<td>0.75</td>
<td>SLCO as to form ILA changes research changes</td>
</tr>
<tr>
<td>3/5/2017</td>
<td>3.50</td>
<td>prepare comparison of SLCI ILA and last legal group draft; draft email; retrieve and verify other documents; email to expanded legal group for &quot;update&quot;</td>
</tr>
<tr>
<td>3/6/2017</td>
<td>0.25</td>
<td>Email responses to 3/5 communications</td>
</tr>
<tr>
<td>3/8/2017</td>
<td>0.25</td>
<td>email to set legal group meeting</td>
</tr>
<tr>
<td>3/10/2017</td>
<td>0.25</td>
<td>email responses re: meeting</td>
</tr>
<tr>
<td>3/12/2017</td>
<td>0.50</td>
<td>email and meeting setup March 16 legal team re: ILA</td>
</tr>
<tr>
<td>3/16/2017</td>
<td>1.00</td>
<td>CEC legal team re: SLCO version ILA</td>
</tr>
<tr>
<td>3/16/2017</td>
<td>1.00</td>
<td>TD and NM re: ILA update, Sandy strategy</td>
</tr>
<tr>
<td>3/18/2017</td>
<td>1.00</td>
<td>Mayor and Sandy City Council members</td>
</tr>
<tr>
<td>3/21/2017</td>
<td>0.50</td>
<td>MC, FF, BS, RW, JC and MA re: Sandy Council, lands bill timing</td>
</tr>
<tr>
<td>4/4/2017</td>
<td>0.50</td>
<td>TD, SB, KL, NM, SF Sandy Council and ILA</td>
</tr>
<tr>
<td>4/10/2017</td>
<td>0.50</td>
<td>TD, BM, JB, NM Sandy Council</td>
</tr>
<tr>
<td>4/12/2017</td>
<td>0.25</td>
<td>TD, MB SLC, SLCO and Sandy ILA timing</td>
</tr>
</tbody>
</table>

15.00 JANUARY, FEBRUARY, MARCH & APRIL 2017
March 1, 2017

Megan Nelson

Re: Mountain Accord – February 2017 Hours

Dear Megan:

For services rendered in connection with the project titled below, the following amount is due and payable to Zions Public Finance, Inc.:

<table>
<thead>
<tr>
<th>Task 14: Funding and Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Amount</td>
</tr>
<tr>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

Bill Summary

Mountain Accord – February 2017 Hours – Zions Public Finance, Inc. ...............................................$712.50
  • Final report

Mountain Accord – December 2016 Hours – Squire & Company (2nd Notice) ...........................................$5,500.00
  • Examination engagement – Mountain Accord cash receipts and disbursements

  Total Amount Due.........................................................................................................................$6,212.50

If you have any questions or concerns about this statement, please don’t hesitate to contact me.

As always, it is a pleasure to work with you. We look forward to working with you again.

Sincerely,

Susie Becker
Vice President
Municipal Consulting Group
Zions Public Finance, Inc.

SB/cb

cc: Cara Bertot, Zions Public Finance, Inc.
Your monthly account summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous balance</td>
<td>-5.90</td>
</tr>
<tr>
<td>No payment received</td>
<td>0.00</td>
</tr>
<tr>
<td>New charges</td>
<td></td>
</tr>
<tr>
<td>Comcast Business services</td>
<td>54.85</td>
</tr>
<tr>
<td>Other charges and credits</td>
<td>7.85</td>
</tr>
<tr>
<td>Taxes and fees</td>
<td>3.31</td>
</tr>
</tbody>
</table>

Amount due $60.11

Payment due Apr 11, 2017

Manage your services online
Your Comcast Business account online is the one-stop destination to pay your bill and manage your services. Visit business.comcast.com/myaccount.

Service updates
See the "additional information" section for upcoming service updates.

COMCAST BUSINESS
9802 S 300 W, STE B SANDY UT 84070-3302
8633 0610 NO RP 21 03222017 NVYNNNNN 01 00017 0001
MOUNTAIN ACCORD
7260 S RACQUET CLUB DR
ATTN MEGAN NELSON
COTTONWOOD HEIGHTS, UT 84121

Account number 8495 44 009 0555726
Automatic payment due Apr 11, 2017
Please pay $60.11
Credit Card Payment to Be Applied 04/11/17

Thanks for choosing Comcast Business

Need help? Visit business.comcast.com/help or call 1-800-391-3000

Ready to pay? Visit business.comcast.com/myaccount
Did you know?

Your Comcast Business Internet service gives you access to millions of WiFi hotspots with the fastest WiFi and even more coverage. Find out more at business.comcast.com/wifi.

Did you know?

Never miss a payment with text alerts. Receive text message reminders when your bill is ready to pay or past due. Sign up at business.comcast.com/myaccount.

Need help? We’re here for you.

Visit business.comcast.com/help
Call 1-800-391-3000

Billing support
Open 6 am-9 pm MTN, Mon through Fri and 7 am 8 pm Sat

Technical support
Open 24 hours, 7 days a week

Please notify us immediately with any questions regarding charges billed to your account. Comcast will issue a credit or refund for any verified billing error which is brought to our attention within sixty (60) days of the bill.

Additional payment options

Automatic payment
Sign up at business.comcast.com/myaccount

Online
Visit business.comcast.com/myaccount

By phone
Call 1-800-391-3000

Moving? Let us help.

If you’re moving, give us as much advanced notice as possible so we can help make a smooth transition.

Call 1-800-391-3000
Your new charges in detail

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Comcast Business services</strong></td>
<td>$54.85</td>
</tr>
<tr>
<td><strong>Comcast Business Cable</strong></td>
<td></td>
</tr>
<tr>
<td>TV Basic</td>
<td>4.95</td>
</tr>
<tr>
<td>Business Video</td>
<td></td>
</tr>
<tr>
<td><strong>Comcast Business Internet</strong></td>
<td></td>
</tr>
<tr>
<td>Basic Connect Pkg</td>
<td>49.95</td>
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<tr>
<td>Business Internet</td>
<td></td>
</tr>
<tr>
<td>Service Discount</td>
<td>-20.00 cr</td>
</tr>
<tr>
<td><strong>Comcast Business Voice</strong></td>
<td></td>
</tr>
<tr>
<td>Phone number:</td>
<td></td>
</tr>
<tr>
<td>(801) 948-4608</td>
<td></td>
</tr>
<tr>
<td>Equipment Fee</td>
<td>14.95</td>
</tr>
<tr>
<td>Service Discount</td>
<td>-14.95 cr</td>
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<tr>
<td>Voice Line</td>
<td>39.95</td>
</tr>
<tr>
<td>Business Voice</td>
<td></td>
</tr>
<tr>
<td>Service Discount</td>
<td>-20.00 cr</td>
</tr>
</tbody>
</table>

| **Other charges and credits**  | $7.85   |
| Excise Tax - Adjustment        | 02/21   |
| Universal Connectivity Charge | 0.72    |
| Regulatory Recovery Fees       | 0.47    |
| Broadcast TV Fee               | 7.00    |

| **Taxes and fees**             | $3.31   |
| Franchise Fee                  | 0.68    |
| FCC Regulatory Fee             | 0.08    |
| Excise Tax                     | 0.79    |
| State & Local Sales Tax        | 1.06    |
| 911 Fee(s)                     | 0.70    |

| **New charges**                | $66.01  |

For closed captioning concerns and other accessibility issues affecting customers with disabilities, call 855-270-0379, go online for a live chat at www.comcastsupport.com/accessibility or email accessibility@comcast.com or write to Comcast 1701 John F Kennedy Blvd., Phila. PA 19103-2838 Attn: S. Adams, or fax: 1-866-599-4268

Information on upcoming programmer contract expirations can be found at www.xfinitytv.com/contractrenewals or by calling 866.216.8634.

Your Franchise Authority is:
Cable TV Administrator: Cottonwood Heights City
FCC Community ID # Is: UT0261

Additional information

The Regulatory Recovery Fee is neither government mandated nor a tax, but is assessed by Comcast to recover the costs of certain federal, state and local impositions related to voice services.

The Broadcast TV Fee recovers a portion of the costs of retransmitting television broadcast signals.

View Voice taxes and fees details at business.comcast.com/myaccount

Hearing/speech impaired call 711
YOUR BUSINESS IS GROWING
Our faster internet speeds can keep you on track

Dear Comcast Business Customer,

You probably know how important bandwidth is to your business—and now Comcast Business offers download speeds up to 150 Mbps.

With more speed, you can:

- **Access critical business apps** in the cloud
- **Deliver wireless connectivity** to your employees and customers
- **Process credit card transactions faster** for streamlined customer service
- **Optimize important services** like video conferencing, social media, data backup, storage, and hosted email

**GET DOWNLOAD SPEEDS UP TO 150 Mbps AND BE MORE PRODUCTIVE.**
We have significantly upgraded the speeds we offer and increased the variety of Internet plans. That means more for your business—more speed, flexibility and more value than before. **Call 855-869-7155 or go to COMCASTBUSINESS.COM**
Dear Business Owner,

As a Comcast Business TV customer, you can now upgrade to Business Select TV and get 15 more channels for only $10 more per month.

Act now and get more news, sports and children’s programming to keep everyone better entertained and more informed. Best of all, it’s easy—there’s no additional installation required.

**Don’t miss this valuable offer.** Call 866-300-3951 now and upgrade to Comcast Business Select TV. Act now and get the informative TV service your customers and employees will appreciate—call 866-300-3951 now!

**LOOK AT ALL YOUR BUSINESS GETS FOR JUST**

$10 more per month with 2-year agreement

**MORE NEWS.**
**MORE SPORTS.**
**MORE KIDS’ SHOWS.**

---

HURRY! LIMITED-TIME OFFER ENDS 4/29/2017
CALL 866-300-3951

Offer ends 4/29/2017. Restrictions apply. Not available in all areas. Limited to new Comcast Business Select TV customers and service to a single outlet. 2-year term agreement required. Early termination fee applies. Must be Comcast Business Basic TV customer. Equipment, taxes and fees, including Broadcast TV Fee (up to $5.00/mo.) and Regional Sports Fee (up to $3.00/mo.) extra, and subject to change during and after promo. For private viewing and not available to bars and restaurants, or for home-based businesses. © 2017 Comcast. All rights reserved.
Your monthly account summary

- Previous balance: 173.77
- Credit Card Payment Jan 11, 2017: -172.77 cr
- Balance forward: 1.00
- New charges:
  - Comcast Business services: 54.85
  - Other charges and credits: -129.94 cr
  - Taxes and fees: 2.18

Total amount due: -$71.91 cr

Manage your services online

Your Comcast Business account online is the one-stop destination to pay your bill and manage your services. Visit business.comcast.com/myaccount.

Service updates

See the "additional information" section for upcoming service updates.
Did you know?

Your Comcast Business Internet service gives you access to millions of WiFi hotspots with the fastest WiFi and even more coverage. Find out more at business.comcast.com/wifi.

Did you know?

Never miss a payment with text alerts. Receive text message reminders when your bill is ready to pay or past due. Sign up at business.comcast.com/myaccount.

Need help? We’re here for you.

Visit business.comcast.com/help
Call 1-800-391-3000

Billing support
Open 6 am-9 pm MTN, Mon through Fri and 7 am 8 pm Sat

Technical support
Open 24 hours, 7 days a week

Please notify us immediately with any questions regarding charges billed to your account. Comcast will issue a credit or refund for any verified billing error which is brought to our attention within sixty (60) days of the bill.

Additional payment options

Automatic payment
Sign up at business.comcast.com/myaccount

Online
Visit business.comcast.com/myaccount

By phone
Call 1-800-391-3000

Moving? Let us help.

If you’re moving, give us as much advanced notice as possible so we can help make a smooth transition.

Call 1-800-391-3000
Your new charges in detail

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comcast Business services</td>
<td>$54.85</td>
</tr>
<tr>
<td>Comcast Business Cable</td>
<td></td>
</tr>
<tr>
<td>TV Basic</td>
<td>4.95</td>
</tr>
<tr>
<td>Business Video</td>
<td></td>
</tr>
<tr>
<td>Comcast Business Internet</td>
<td>49.95</td>
</tr>
<tr>
<td>Basic Connect Pkg</td>
<td></td>
</tr>
<tr>
<td>Business Internet</td>
<td></td>
</tr>
<tr>
<td>Service Discount</td>
<td>-20.00 cr</td>
</tr>
<tr>
<td>Comcast Business Voice</td>
<td></td>
</tr>
<tr>
<td>Phone number: (801) 948-4608</td>
<td></td>
</tr>
<tr>
<td>Equipment Fee</td>
<td>14.95</td>
</tr>
<tr>
<td>Service Discount</td>
<td>-14.95 cr</td>
</tr>
<tr>
<td>Voice Line</td>
<td>39.95</td>
</tr>
<tr>
<td>Business Voice</td>
<td></td>
</tr>
<tr>
<td>Service Discount</td>
<td>-20.00 cr</td>
</tr>
<tr>
<td>Other charges and credits</td>
<td>-$129.94 cr</td>
</tr>
<tr>
<td>Excise Tax - Adjustment</td>
<td>12/21</td>
</tr>
<tr>
<td>Uptime Guarantee Credit -</td>
<td>01/17</td>
</tr>
<tr>
<td>Adjustment</td>
<td></td>
</tr>
<tr>
<td>Universal Connectivity Charge</td>
<td>0.67</td>
</tr>
<tr>
<td>Regulatory Recovery Fees</td>
<td>0.45</td>
</tr>
<tr>
<td>Broadcast TV Fee</td>
<td>7.00</td>
</tr>
<tr>
<td>Adjustments for services removed 01/18</td>
<td></td>
</tr>
<tr>
<td>Voice Line</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Service Discount</td>
<td>-10.30 cr</td>
</tr>
<tr>
<td>8 days @ $0.4837/day based on a monthly discount of $15.00</td>
<td>3.87</td>
</tr>
<tr>
<td>Deluxe 50 Pkg</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Service Discount</td>
<td>-28.36 cr</td>
</tr>
<tr>
<td>8 days @ $0.6450/day based on a monthly discount of $20.00</td>
<td>5.16</td>
</tr>
<tr>
<td>TV Variety</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Digital Converter</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Remote Control</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Equipment Fee</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Charges for services added 01/18</td>
<td></td>
</tr>
<tr>
<td>Equipment Fee</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Service Discount</td>
<td>-3.85 cr</td>
</tr>
<tr>
<td>8 days @ $0.4812/day based on a monthly discount of $20.00</td>
<td>3.85</td>
</tr>
<tr>
<td>Basic Connect Pkg</td>
<td>01/18 - 01/25</td>
</tr>
<tr>
<td>Service Discount</td>
<td>-5.16 cr</td>
</tr>
<tr>
<td>8 days @ $0.6450/day based on a monthly discount of $20.00</td>
<td>12.88</td>
</tr>
</tbody>
</table>

Taxes and fees $2.18

- Franchise Fee: 0.31
- FCC Regulatory Fee: 0.08
- Excise Tax: 0.41
- State & Local Sales Tax: 0.68
- 911 Fee(s): 0.70

New charges -$72.91 cr

Additional information

The Regulatory Recovery Fee is neither government mandated nor a tax, but is assessed by Comcast to recover the costs of certain federal, state and local impositions related to voice services.

The Broadcast TV Fee recovers a portion of the costs of retransmitting television broadcast signals.

View Voice taxes and fees details at business.comcast.com/myaccount

Hearing/speech impaired call 711

Closed captioning

Our products and services are made for everyone to enjoy. For closed captioning concerns and other accessibility issues affecting customers with disabilities, visit comcastsupport.com/accessibility for live chat, email accessibility@comcast.com, call 1-855-270-0379, fax 1-866-599-4268 or write to Comcast, 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838, Attn: K Wilkinson.

IMPORTANT PRICE INFORMATION: Starting January 1st, 2017, the monthly rates for Broadcast TV Fee and Regional Sports Network fee will increase for customers of Comcast Business TV service. Broadcast TV fees will increase from $5.00 to $7.00. Regional Sports Network fees will increase from $3.00 to $5.00. For additional information regarding these charges, please contact us at 800-391-3000.

On March 14, Esquire will no longer be available on Ch. 60 (SD) and Ch. 723 (HD) in the Digital Starter package.

Your Franchise Authority is:
Cable TV Administrator: Cottonwood Heights City
FCC Community ID # is: UT0261
Dear Business Owner,

Has your business grown? Are more people relying on your Internet to help them stay connected and productive? If so, now’s the perfect time to make sure that your current plan is keeping up with your increasing demand. Call now for a speed analysis and let’s double check that you’ve got the best possible plan working for you.

Get a free speed consultation by calling 855-869-7155, or visit comcastbusiness.com/need4speed today!

Call 855-869-7155 or visit comcastbusiness.com/need4speed

This simulated experience compares Comcast Business service and your measured download speed at the time of the test. The comparison represents proportional download times and not actual speeds. Actual speeds vary and are not guaranteed. This experience provides more accurate results when testing a computer connected to the Internet via a direct cable rather than with a wireless connection. Restrictions apply. Not available in all areas. Limited to Comcast Business Internet customers. ©2016 Comcast. All rights reserved.
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/9/17</td>
<td>Meeting with consultants at Exoro, discussion of notice to stop work, re Dan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/13/17</td>
<td>Assignments made to check with Andrew at WRFC re the status of contracts.</td>
<td>1.75</td>
<td></td>
</tr>
<tr>
<td>2/3/17</td>
<td>Filing of documents.</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>2/5/17</td>
<td>Discussion with Jennifer Bailey, Salt Lake County District Attorney, review of complaint and motion to quash prepared by Salt Lake County Attorney's office.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/25/17</td>
<td>Arrange appointment with Lt. Governor's office, re Notice of Impending Boundary Action.</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>4/26/17</td>
<td>Discussions with Dan and Dina Blaes, preparation for meeting at Exoro, pick up complete set of ILA's for the Lt. Governor.</td>
<td></td>
<td>3.50</td>
</tr>
<tr>
<td>4/27/17</td>
<td>Review correspondence from Dan, re briefing paper for Sandy City Council, send e-mail to Dan on the briefing paper and sent a copy of the briefing paper for background information to Angela Gonzales at the Lt. Governor's office to ask with the review of the CWC ILA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/3/17</td>
<td>Discussion with Dan, re organizing meeting. Made arrangements for a meeting with Jamie Blakesley and Andrew Gruber at UTA on Monday.</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td>5/5/17</td>
<td>Review correspondence, re organizing meeting.</td>
<td>0.50</td>
<td></td>
</tr>
<tr>
<td>5/8/17</td>
<td>Research, re documents needed for organizing meeting. Detailed discussion with Andrew Gruber and Ned Winder, re transfer documents. Participate in CWC Organizing staff conference call, re planning for organizing meeting.</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>5/9/17</td>
<td>Research and preparation of check list for the organizing meeting.</td>
<td>4.25</td>
<td></td>
</tr>
<tr>
<td>5/10/17</td>
<td>Review correspondence from Laynee, re David Robinson's attack on Zions for accounting filled with the State Auditor. Final editing of memo, re transition events, and distribute the same to Dan, Maura and Dina for comment. Preparation of check list for the organizing meeting.</td>
<td>1.25</td>
<td></td>
</tr>
<tr>
<td>5/11/17</td>
<td>Review CWC correspondence, Response to Andrew Gruber.</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>5/15/17</td>
<td>Research re impending boundary issues for CWC. Reviewed references in the Lt. Gov's staff. Discussion with Angela Chozo Gonzales, re impending boundary issue. Research procurement policy issues, detailed discussion with Dan Hartman, re procurement policies, detailed discussion with Mark Anderson, re procurement policies. Detailed discussion with Dan Hartman, re procurement policies.</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>5/16/17</td>
<td>Organizing Staff meeting at Exoro, work on transition events for CWC.</td>
<td>3.25</td>
<td></td>
</tr>
</tbody>
</table>
Central Wasatch Commission  
c/o The Exoro Group  
19 West 100 South, Suite 300  
Salt Lake City, UT 84101

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/18/17</td>
<td>Research and review of correspondence, re transition events. Preparation of memo on procurement in two stages, interim and full compliance with state code. Editing and distribution to Dina Blaes, via e-mail. Discussion with Dina. (3.25)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/19/17</td>
<td>Review correspondence and send response to Dina and Dan, re their requests. Review WRFC's draft assignments and forward comments to Dan. Participate in Planning discussion, re organizing meeting, with the expanded legal and administrative members from member entities. (3.00)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/24/17</td>
<td>Research and preparation of memo re budget and procurement options. E-mail the memo to Dan. (2.00)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/25/17</td>
<td>Conference call with Dan, Maura, Dina and Kristina Pratt, re plans for organization of CWC. Preparation of submittal letter to Lt. Gov. for rusty Vettar's signature. Plan is to deliver the ILA on Tuesday of next week. (1.50)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/30/17</td>
<td>Research, discussions with Dina Blaes and Rusty Vettar, re the filing of the CWC ILA with the Lt. Governor. Research into the Impending Boundary Action. (4.50)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/31/17</td>
<td>Detailed discussions with Zach Shaw, re LG and Dan, re agenda for meeting this afternoon. Detailed discussion with Zach Shaw, re Procurement issues. Preparation of draft Lt. Governor Letter. Sent draft to the Legal Working Group. Participate in conference with the larger working group Made arrangements for meeting with attorney's tomorrow. (3.25)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/1/17</td>
<td>Review Zach's modifications, detailed discussion with Dan, re organizing process. Preparation for and participate in conference call with the Legal working Group, re transmittal letter, Discussion with Dina. Preparation of new draft of Request and Notification. Distribution of the same to the legal Working Group for review and comment. (5.00)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/5/17</td>
<td>Discussions with Dina, revisions to the Request and Notification sent to Dina for distribution. Draft to be reviewed with Justin Lee at the Lt. Governor's office. (1.0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/9/17</td>
<td>Correspondence with Dina, re the Local Entity Plat will be required. Zach is working with SL Co Surveyor to obtain a plat. (0.50)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/13/17</td>
<td>TI to Exoro's office, meeting with Dina, worked out changes to the transmittal letter and sent out draft to the Legal Working group. We need signatures for he submittal and the signature page for the Salt Lake City adoption on May 30, 2017. (2.00)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/14/17</td>
<td>Review correspondence re the final plat and the transmittal letter and obtained a copy of the GOED closing out of the Grant for the files. (0.75)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/15/17</td>
<td>Detailed discussion with Dina Blaes, re Lt. Governor filing. (0.50)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/19/17</td>
<td>Discussion with Dan, re submission of ILA to Lt. Governor. (0.25)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Central Wasatch Commission
 c/o The Exoro Group
 19 West 100 South, Suite 300
 Salt Lake City, UT 84101

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/26/17</td>
<td>Review correspondence, discussion with Dan, re letter of opposition filed with Lt. Governor. Review letter, develop responses, share responses with Dan. Drafting response to the June 23rd letter requesting a denial of the certification of creation. Send draft to Dan and Dina for review. (4.75)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/27/17</td>
<td>Arranged for conference call, discussion with Dan, re response to the Lt. Governor, review response from Salt Lake County. Preparation of response to the June 3 opposition letter, send draft of letter to Dan to review via e-mail. (2.25)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/28/17</td>
<td>Detailed discussions with Dan, re the response letter to the Lt. Governor. Review the changes suggested by rob Wall, incorporated them into a letter of response to be delivered today to the Lt. Governor. Prepared letter for deliver. TI to the Lt. Governor's Office, personally delivered the letter to the Office of the Lt. Governor. TI to F2. (3.25)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/29/17</td>
<td>Discussion with Dan, re Lt. Governor issued Certificate of Creation. (0.25)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/30/17</td>
<td>Review correspondence, re approval of CWC. (0.50)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Start Up Organization hours</td>
<td>(64.50)</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY**

Total Amount Due (64.5 x $250) 16,125.00 16,125.00
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Consulting -- Mt. Accord Project May, June &amp; July 2017 57.25 Hours</td>
<td>$17,175.00</td>
</tr>
</tbody>
</table>

Please remit to above address.

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17,175.00</td>
<td>$17,175.00</td>
</tr>
<tr>
<td>DATE</td>
<td>HOURS</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>------------</td>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5/1/2017</td>
<td>1.50</td>
<td>Sandy City ILA prep, Conf call, RW, NM</td>
</tr>
<tr>
<td>5/2/2017</td>
<td>2.50</td>
<td>Sandy City Council CWC ILA's</td>
</tr>
<tr>
<td>5/3/2017</td>
<td>1.50</td>
<td>Internal planning, budget, timeframe, action list CWC</td>
</tr>
<tr>
<td>5/4/2017</td>
<td>1.00</td>
<td>TD re: UDOT/ leg $ and plan Canyon's</td>
</tr>
<tr>
<td>5/8/2017</td>
<td>1.50</td>
<td>BS land bill, Summit Co, RB discussion</td>
</tr>
<tr>
<td>5/9/2017</td>
<td>1.00</td>
<td>SLC, SLCO, RW, NM, TD CWC follow up</td>
</tr>
<tr>
<td>5/12/2017</td>
<td>3.00</td>
<td>LJ call, contract, pay out, scope, Trans Report, CWC, BS, GC, TD, DC leg strategy, timing, sponsor</td>
</tr>
<tr>
<td>5/13/2017</td>
<td>1.50</td>
<td>SLCO, DB, WFRC emails, Sandy - docs, meeting notices, invitees</td>
</tr>
<tr>
<td>5/15/2017</td>
<td>1.00</td>
<td>DB meeting notices</td>
</tr>
<tr>
<td>5/16/2017</td>
<td>2.50</td>
<td>FF, MC, DB Fri mtg prep, budget, June 14 mtg prep, WFRC assignments, LJ update, procurement options, transition</td>
</tr>
<tr>
<td>5/19/2017</td>
<td>2.50</td>
<td>prep and Chair CWC Admin Mtg Pub Safe Bldg, Deputy Group, Legal group, (see agenda), action items &amp; assignments</td>
</tr>
<tr>
<td>5/22/2017</td>
<td>0.50</td>
<td>LJ emails and negotiations</td>
</tr>
<tr>
<td>5/23/2017</td>
<td>2.00</td>
<td>Funding partner update email and requests for documents and responses and questions</td>
</tr>
<tr>
<td>5/24/2017</td>
<td>1.00</td>
<td>BS re: Canyon tour Rep Love, Mayors, comms; MW docs receive and update</td>
</tr>
<tr>
<td>5/25/2017</td>
<td>2.50</td>
<td>TD and BM prep, agenda, LJ items, Conf call prep next week, TD, BM, GC meeting</td>
</tr>
<tr>
<td>5/26/2017</td>
<td>0.50</td>
<td>LJ response contract</td>
</tr>
<tr>
<td>5/31/2017</td>
<td>2.00</td>
<td>TD, NM; procurement and LG status for call; Alta City Transfer agreement; Decision Conf call</td>
</tr>
<tr>
<td>6/1/2017</td>
<td>1.50</td>
<td>FF re: attorney Conf call; LB et. al. email response re: cottonwood Canyon's UDOT $ and need to create CWC</td>
</tr>
<tr>
<td>6/15/2017</td>
<td>1.50</td>
<td>Update TD, SF, NM; organize and have TD sign Mylar plats and transmittal letter for Lt Gov</td>
</tr>
<tr>
<td>6/16/2017</td>
<td>0.50</td>
<td>GC re: $</td>
</tr>
<tr>
<td>6/22/2017</td>
<td>1.50</td>
<td>BS update timing, status, Rep Love, game plan</td>
</tr>
<tr>
<td>6/23/2017</td>
<td>0.75</td>
<td>CE and BS set up TD Conf call with Rep ML June 29</td>
</tr>
<tr>
<td>6/26/2017</td>
<td>1.50</td>
<td>Lt Gov letter, emails, Conf call, draft response, MC, PR, FF, calls; email response to Rep Love Dep Director re: update</td>
</tr>
<tr>
<td>6/27/2017</td>
<td>2.50</td>
<td>Lt Gov response draft, calls FF, BM, PR; meeting Exoro; Alta call: re: check cut strategy; RV re: changes LG response; spokesperson, TD, NM, MC; RW re: response; FF re-draft.</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>3.00</td>
<td>TD, NC, BM, FF, BS, GC, MC, DB Lt Gov COE, media issues, PR emails and calls, media issues AH, MC and NM, emails to CWC legal and Deputy, set Alta call</td>
</tr>
<tr>
<td>6/29/2017</td>
<td>2.50</td>
<td>Conf call Fed lands bill TD, BS, NM, Rep ML; Lt Gov COE emails; Alta hour Conf call; invoices to funding partners</td>
</tr>
<tr>
<td>6/30/2017</td>
<td>1.50</td>
<td>Conf call FF, MC, KP; KN update; TD update; emails; NS DC bill</td>
</tr>
<tr>
<td>Date</td>
<td>Time</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>7/3/2017</td>
<td>1.50</td>
<td>Docs and agenda review; emails TD and NM; MC FF and DB</td>
</tr>
<tr>
<td>7/6/2017</td>
<td>0.50</td>
<td>BS re: Rep RB, game plan, 7/27 meetings, LJ</td>
</tr>
<tr>
<td>7/10-7/17</td>
<td>10.00</td>
<td>ESTIMATED prep and docs, emails, calls, meetings DC lands bill</td>
</tr>
</tbody>
</table>

57.25 MAY, JUNE & JULY 2017
Bill To

Central Wasatch Commission

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Wasatch Commission Start-up Services January 1, 2017 - July 16, 2017</td>
<td>$42,575.00</td>
</tr>
</tbody>
</table>

Unpaid fees and reimbursements accrue service charges at the rate (non-compounded) of one and one half percent (1.5%) per month from the beginning of the month in which the unpaid amounts become past due. Invoices are past due after 30 days.

<p>| Total                          | $42,575.00 |
| Payments/Credits               | $0.00      |
| Balance Due                    | $42,575.00 |</p>
<table>
<thead>
<tr>
<th>Date</th>
<th>Task Group (124/hr)</th>
<th>Start Time (AM/PM)</th>
<th>End Time (AM/PM)</th>
<th>Time (hrs)</th>
<th>Rate (124/hr)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, January 10, 2017</td>
<td>Cottonwood Transportation Meeting</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, January 12, 2017</td>
<td>Cottonwood Transportation Meeting</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, February 21, 2017</td>
<td>Cottonwood Transportation Meeting</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, March 16, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Monday, April 17, 2017</td>
<td>Review admin; budget draft to date</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, April 18, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Wednesday, May 10, 2017</td>
<td>Revisions to meeting agenda</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Monday, May 15, 2017</td>
<td>1st prep for 150 meeting</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, May 16, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, May 16, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, May 16, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Wednesday, May 17, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, May 18, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Friday, May 19, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, May 25, 2017</td>
<td>Conference call; planning follow-up</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Friday, May 26, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Monday, June 5, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, June 6, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, June 15, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Friday, June 16, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, June 20, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Wednesday, June 21, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, June 22, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Friday, June 23, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Monday, June 26, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Tuesday, June 27, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Thursday, June 29, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Friday, June 30, 2017</td>
<td>Planning regular meetings with Exec staff</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>1</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

**Total Costs:** $34,911.25
<table>
<thead>
<tr>
<th>Date</th>
<th>Task or Work Performed</th>
<th>Time</th>
<th>Rate</th>
<th>Amt</th>
<th>Time</th>
<th>Rate</th>
<th>Amt</th>
<th>Time</th>
<th>Rate</th>
<th>Amt</th>
<th>Total</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, July 11, 2017</td>
<td>Discussion with LB on agenda suggestions</td>
<td>0.50</td>
<td>$92.50</td>
<td>$46.25</td>
<td>0.75</td>
<td>$112.50</td>
<td>$84.37</td>
<td>4.00</td>
<td>$2,600</td>
<td>$10,400</td>
<td>$10,882.25</td>
<td>$42,575.00</td>
</tr>
<tr>
<td>Wednesday, July 12, 2017</td>
<td>Penna-Powers; Startup meetings &amp; Coordination</td>
<td>13.75</td>
<td>$2,981.25</td>
<td>$2,981.25</td>
<td>2.25</td>
<td>$213.75</td>
<td>$2,981.25</td>
<td>2.25</td>
<td>$2,981.25</td>
<td>$2,981.25</td>
<td>$10,882.25</td>
<td>$42,575.00</td>
</tr>
<tr>
<td>Total Hours for Jan 1 - July 17, 2017</td>
<td></td>
<td>15.75</td>
<td>126.75</td>
<td>53.00</td>
<td>2.25</td>
<td>$213.75</td>
<td>$2,981.25</td>
<td>2.25</td>
<td>$2,981.25</td>
<td>$2,981.25</td>
<td>$10,882.25</td>
<td>$42,575.00</td>
</tr>
</tbody>
</table>

**Total Costs**

- Strat Leads ($225/hr)
- Project Mgr ($180/hr)
- Sr. Support ($145/hr)
- Copywriting ($100/hr)
- Creative Mgmt ($140/hr)
- Creative Supp ($115/hr)
- Admin ($95/hr)
- Other Support ($45/hr)

**Balance**

- $42,575.00

**Employees**

- Maura Carabello
  - 42.00
- Dina Blaes
  - 118.75
- Kristine Pratt
  - 53.00
- Aimee Baarz
  - 2.25
- Dave Smith
  - 13.25
- Wendy Hansen
  - 4.00

**Date**

- July 16, 2017
- Central Wasatch Commission Start up
CENTRAL WASATCH COMMISSION
MOTION SHEET

DATE: July 17, 2017

RE: Motion to authorize the formation of a Hiring & Procurement Committee

Motion 1
I move that the Commission form a Hiring & Procurement Committee, to be made up of representatives from each of the four Organizing Entities, to conduct all aspects of the procurement for Commission services and make recommendations to the CWC Board regarding procurement of Commission services.

Motion 2
I move that the Commission not form a Hiring & Procurement Committee to conduct all aspects of the procurement for Commission services (*offer alternative*)
DATE: July 17, 2017

RE: Motion to Authorize the establishment of operational systems

Motion 1
I move that the Commission authorize the contractors and subcontractors providing organizational start up services to establish operational systems including, but not limited to:

- Management Systems, such as insurance, governance needs, bylaws, etc.
- Financial Systems, such as a bank account, accounting protocols, tracking systems, reporting, internal controls, etc.
- Organizational Systems, such as communications, website, GRAMA procedures/forms, public engagement, Stakeholder Council, etc.
- Other (as defined by the Commission)
  a. And that these actions will be under the direction of the CWC Chair and Co-Chair.

Motion 2
I move that the Commission not authorize the establishment of operations systems.
DATE: July 17, 2017

RE: Motion to Authorize the issuance of invoices to Parties subject to the Assignment Agreement for 2\textsuperscript{nd} year funding commitments.

---

**Motion 1**
I move that the Commission authorize the issuance of invoices to the Parties subject to the Assignment Agreement to 2\textsuperscript{nd} year funding commitments.

**Motion 2**
I move that the Commission not authorize at this time the issuance of invoices to the Parties subject to the Assignment Agreement to 2\textsuperscript{nd} year funding commitments.
DATE:        July 17, 2017

RE:          Motion to adopt the 2017 meeting schedule.

Motion 1
I move that the Commission authorize a meeting schedule for 2017 that includes the following regular public meetings and/or hearings:

- Thursday, September 7, 2017 at 3:00 – 5:00 pm, Location TBD, Public Meeting to include Public Budget Hearing
- Wednesday, October 18, 2017 at 3:00 – 5:00 pm, Location TBD, Regular Public Meeting
- Monday, December 4, 2017 at 3:00 – 5:00 pm, Location TBD, Regular Public Meeting

Motion 2
I move that the Commission not authorize a meeting schedule for 2017.
STAKEHOLDERS COUNCIL

CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT
ARTICLE VII THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

A. Organization.
The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.

(3) Council members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after their appointment so that every two years approximately half of the Council member slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

Motion 1
I move that the Commission authorize the organizing administration to create an application form and process to facilitate the appointment of Stakeholder Council Members and Officers at a subsequent Commission meeting.

Motion 2
I move that the Commission not authorize the organizing administration to create an application form and process to facilitate the appointment of Stakeholder Council Members and Officers at a subsequent Commission meeting. Commission to offer an alternative.