

CENTRAL WASATCH COMMISSION MEETING AGENDA
WEDNESDAY, JUNE 6, 2018—3:00 P.M.
SANDY CITY HALL, COUNCIL CHAMBERS
10000 Centennial Parkway, Sandy, Utah 84070

A. OPENING

- i. Commissioner Chris McCandless will conduct the meeting as Chair of the CWC.
- ii. The Commission will consider approving the meeting minutes of Monday, April 23, 2018.

B. PUBLIC COMMENT. Comments to the Commission are taken on any item not scheduled for a public hearing, as well as on any other CWC business. Comments are limited to three minutes.

C. COMMISSIONER COMMENT

D. APPROVAL OF EMPLOYMENT CONTRACT BETWEEN THE CENTRAL WASATCH COMMISSION AND RALPH BECKER

- i. The Commission will consider **RESOLUTION No. 2018-09** approving the Executive Director employment agreement between the CWC and Ralph Becker.

E. PUBLIC HEARING. The Commission will conduct a public hearing on the tentative budget for the CWC for the 2018-2019 fiscal year. Comments are limited to three minutes.

F. APPROVAL OF 2018-2019 FISCAL YEAR BUDGET FOR THE CENTRAL WASATCH COMMISSION

- i. The Commission will consider **RESOLUTION No. 2018-10** adopting the final budget of the Central Wasatch Commission for the 2018-2019 fiscal year, subject to future amendment.

G. PTIF ACCOUNTS AUTHORIZATION—Explanation by CWC Attorney Shane Topham

- i. The Commission will consider **RESOLUTION No. 2018-11** making the required certifications and authorizations for participation in the “Public Treasurer’s Investment Fund” program of the Office of the State Treasurer.

H. DISCUSSION AND POSSIBLE APPOINTMENT OF ADDITIONAL MEMBER

- i. Consideration of **RESOLUTION No. 2018-12** offering membership in the CWC to the Town of Alta.

Appointment is subject to approval of the legislative body of each of the current Members and the new Member’s approval of and entry into the CWC interlocal agreement, and is effective on the date that the last of such conditions is completed.

I. UPDATE ON THE SALT LAKE COUNTY WASATCH CANYONS MASTER PLAN—
Conducted by Jake Young

- J. PRESENTATION OF UNIVERSITY OF UTAH SENIOR ENGINEERING CLASS LITTLE COTTONWOOD CANYON TRANSPORTATION STUDY—Conducted by Dr. David Eckhoff
- K. GENERAL ADMINISTRATION MATTERS. The Commission will discuss formation and staffing of a CWC executive committee to formulate meeting agendas, etc.
 - i. Formation and duties of CWC Executive Committee
 - ii. Scheduling of CWC retreat
- L. ADJOURNMENT

CERTIFICATE OF POSTING

On or before 5:00 p.m. on Friday, June 1, 2018, the CWC does hereby certify that the above notice and agenda and agenda was 1) posted at either the CWC's principal office or at the building where the meeting is to be held; 2) posted on the Utah Public Notice Website created under Utah Code Section 63F-1-701; 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.

In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (801) 568-7141.

APRIL 23 MEETING MINUTES

**CENTRAL WASATCH COMMISSION
MOTION SHEET**

DATE: June 6, 2018

RE: Motion to approve the meeting minutes of the meeting on April 23, 2018.

Motion 1

I move that the Commission approve the meeting minutes of the meeting on April 23, 2018.

Motion 2

I move that the Commission approve the meeting minutes of the meeting on April 23, 2018, with the following changes (provide changes).

Motion 3

I move that the Commission (provide alternative).

**Central Wasatch Commission Meeting Minutes
Salt Lake County Government Center
2001 South State Street, Salt Lake City, Utah 84114
April 23, 2018**

The Central Wasatch Commission Board members met in open session on Monday, April 23, 2018, at 5:00 p.m. at the Salt Lake County Government Center.

<u>Attendee Names</u>	<u>Titles</u>	<u>Status</u>
Andy Beerman	Commissioner	Present
Jackie Biskupski	Vice Chair	Present
Carlos Braceras	Commissioner	Present
Jim Bradley	Commissioner	Present
Ben McAdams	Commissioner	Present
Chris McCandless	Chair	Present
Mike Peterson	Commissioner	Excused
Shane Topham	Legal Counsel	Present
Laura Briefer	SLC Public Utilities Director	Present
Carly Castle	SLC Special Projects Manager	Present
Linda Duffy	Salt Lake County Deputy Clerk	Present
Kim Stanger	Salt Lake County Deputy Clerk	Present

A. Approval of Minutes

Commissioner Bradley, seconded by Commissioner Beerman, moved to approve the Central Wasatch Commission meetings for Wednesday, February 28, 2018, and Thursday, April 5, 2018. The motion passed unanimously, showing that all Commissioners present voted "Aye."



B. Public Comment

Mr. John Kroblick spoke under "Public Comment" regarding the need to prepare for tourism traffic in the canyons and to have a budget for the infrastructure to handle the crowds.



Mayor Harris Sondak, Mayor, Town of Alta, spoke under "Public Comment" regarding Alta's application for membership in the Central Wasatch Commission. Alta has met the criteria for membership, and he asked the Commission to act on the application individually, not along with other applications.

Commissioner McCandless stated Millcreek submitted an application for Commission membership as well, bringing the number of applications to three to fill two spots. This issue will be discussed on a future agenda.

Commissioner Bradley stated changing the interlocal agreement to accommodate the three applications is a possibility

Commissioner McCandless stated yes; that will be part of the discussion.

Commissioner Biskupski stated there may be additional applications as well.

Mr. Steve Van Maren spoke under "Public Comment" regarding the interlocal agreement with the Brendle Group. There is a paragraph in the agreement that limits campaign contributions to candidates for County office. He asked that the same limitation be set on contributions to the Central Wasatch Commission members.

Mr. Bart Reuling, Big Cottonwood Canyon Community Council, spoke under "Public Comment" regarding water quality and the need for adequate restrooms in Big Cottonwood Canyon.

Mr. Mike Maughan, General Manager, Alta Ski Area, spoke under "Public Comment" regarding two items before Congress relating to national forests. The Ski Area Fee Retention Act (SB 2501) and House Resolution 5171 are promoted by the ski industry with the objective of returning fees collected by the ski resorts to the forest area they were collected from. He urged members of the Commission and public to become familiar with these items and write to their members of Congress.

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C. Resolution 2018-05 Appointing a Budget Officer

Ms. Laura Briefer, Director, Salt Lake City Public Utilities, stated the Central Wasatch Commission bylaws require the Commission to have a budget officer. The recommendation is to appoint Dave Sanderson as the budget officer.

Commissioner Bradley asked if there was any impropriety given the fact that Mr. Sanderson is a consultant to the Central Wasatch Commission.

Mr. Topham stated he did not think so. He is a finance director by contract and can be authorized to serve as budget officer.

Commissioner Braceras asked if Commissioner Bradley had been doing this job as a treasurer or a budget officer.

Mr. Topham stated it was treasurer and interim budget officer.

Commissioner Braceras, seconded by Commissioner Biskupski, moved to approve the resolution. Roll was called, showing that all Commissioners present voted "Aye."



D. Presentation of 2018-2019 Tentative Budget

Consideration of Resolution 2018-06 adopting a tentative budget for the 2018-2019 fiscal year, scheduling a public hearing and providing for public notice.

Commissioner Bradley presented the 2018-2019 Central Wasatch Commission budget. The budget is strictly tentative at this point and was compiled by Dave Sanderson. This is the first full fiscal year budget covering 2018-2019. Total enterprise fund revenues will be \$1,860,000. That represents full contributions from all signatories to the interlocal agreement. Also included in that amount is the \$200,000 in-kind contribution from the Utah Transit Authority (UTA). Reserve funds are close to \$1 million and will be transferred into the 2018-2019 budget. Total expenses are \$1,860,000.

Mayor Harris Sondak, Mayor, Town of Alta, stated the tentative budget shows Alta's contribution is \$30,000; it should be \$15,000.

Commissioner McCandless stated that correction would be noted.

Commissioner Beerman stated the contributions are for 2017/2018 so most will show up as double. That is true for everyone. He also noted in the check register there were some payments in early March to several groups the Commission used to work with. He asked if those were back owed invoices.

Commissioner Bradley stated that is correct. There were three or four vendors or consultants who were due money from the transition period between the Mountain Accord and the Central Wasatch Commission.

Commissioner McCandless stated a \$3,200 bill from Comcast was discovered and he called the company. After a discussion, the bill was discounted to about \$556. He recommended that bill be paid this year.

Commissioner Beerman asked if the administrative changes at UTA will impact its contribution to the Central Wasatch Commission.

Commissioner Braceras stated he did not know.

Commissioner Bradley, seconded by Commissioner Beerman, moved to approve the resolution. Roll was called, showing that all Commissioners present voted "Aye."



E. Presentations by Executive Director Candidates

The following individuals presented their qualifications for the Central Wasatch Commission Executive Director position, followed by a question and answer period with the Commissioners:

Ralph Becker
Shawn Teigan
Laynee Jones
Ben Gaddis



F. Discussion of Bonneville Shoreline Trail National Park Assistance Program Grant

Commissioner McAdams, seconded by Commissioner Beerman, moved to move this item to the June 6, 2018, Central Wasatch Commission meeting agenda. The motion passed unanimously, showing that all Commissioners present voted "Aye."



G. General Administration Matters

i Resolution 2018-07 authorizing the Chair to approve and enter into independent contractor agreements between the CWC and Shane Topham (legal services), Bill Simmons (federal lobbying services) and David Sanderson (finance/accounting services).



ii Resolution 2018-08 approving an Interlocal Assignment and Assumption with Salt Lake County transferring to the CWC all of Salt Lake County's rights and obligations under an agreement dated March 15, 2016 between Salt Lake County and the Brendle Group, Inc., for the Initiative Dashboard and Environmental Monitoring and Adaptive Management Plan.

Commissioner Bradley, seconded by Commissioner Braceras, moved to approve the resolutions.

Commissioner McAdams wanted to clarify that legal counsel is advising Commissioners that all appropriate procurement rules have been followed in the selection of these individuals.

Mr. Topham stated he felt all procurement rules were followed.

Commissioner McAdams stated the County procurement rules are different than those of the cities. The County would have to use a Request for Proposal (RFP).

Mr. Topham stated under the bylaws there is a procurement policy that allows for retaining experts without going through an RFP process.

Commissioner Bradley, seconded by Commissioner Braceras, moved to approve the resolutions. Roll was called, showing that all Commissioners present voted "Aye."



- iii Discussion of formation and staffing of CWC executive committee to formulate meeting agendas

This item was postponed.



H. Discussion of Little Cottonwood Canyon EIS

Commissioner McAdams, seconded by Commissioner Beerman, moved to move this item to the June 6, 2018, Central Wasatch Commission meeting agenda. The motion passed unanimously, showing that all Commissioners present voted "Aye."



I. Closed Session

To discuss litigation, property acquisition and/or the character and professional competence or physical or mental health of an individual.

Commissioner Bradley, seconded by Commissioner Braceras, moved to close the Central Wasatch Commission meeting to discuss the character and professional competence of individuals. The motion passed unanimously, showing that all Commissioners present voted "Aye."

The Commission reopened the meeting by motion during the closed session.



J. Completion of Individual Rankings of Executive Director Candidates

Authorization for subsequent tabulation of rankings by Commissioners and job negotiations with successful candidate(s) in order of rankings.

Commissioner McAdams, seconded by Commissioner Beerman, moved to delegate to Laura Briefer the responsibility to tabulate the individual ballot sheets and then for the chairman to commence employment negotiations with the successful candidates in order of their rankings. Roll was called, showing that all Commissioners present voted "Aye."

Commissioner McCandless asked that Mr. Topham, Ms. Briefer, Ms. Castle, along with himself and two other Commissioners discuss the employment packet the Commission would offer to the successful candidate. Commissioner Biskupski and Commissioner Peterson will complete the committee. He noted that Mr. Topham will have to write the agreement and communicate that to the other Commissioners.



K. Next Meeting

June 6, 2016 in Sandy City.



There being no further business to come before the Commission, the meeting was adjourned.

DRAFT

**EXECUTIVE DIRECTOR
EMPLOYMENT
AGREEMENT**

**CENTRAL WASATCH COMMISSION
MOTION SHEET**

DATE: June 6, 2018

RE: Motion to adopt Resolution No. 2018-09.

Motion 1

I move that the commission adopt Resolution No. 2018-09, approving the Executive Director employment agreement between the CWC and Ralph Becker.

Motion 2

I move that the Commission (provide alternative).

CENTRAL WASATCH COMMISSION

RESOLUTION NO. 2018-09

A RESOLUTION APPROVING ENTRY INTO AN EMPLOYMENT AGREEMENT WITH RALPH BECKER AS THE CWC EXECUTIVE DIRECTOR

WHEREAS, the board of commissioners (the "Board") of the Central Wasatch Commission interlocal entity (the "CWC") met in regular session on 6 June 2018 to consider, among other things, approving an employment agreement with Ralph Becker whereunder Mr. Becker will be employed to serve as the CWC's executive director on the terms and conditions specified in that agreement (the "Agreement"); and

WHEREAS, the Board has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interest of the CWC to approve the CWC's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission that the attached Agreement is hereby approved, and that the CWC's chair and secretary are authorized and directed to execute and deliver the Agreement on behalf of the CWC.

This Resolution, assigned no. 2018-09, shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of June 2018.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Ben McAdams, Secretary

By: _____
Chris McCandless, Chair of the Board

VOTING OF THE BOARD:

Andy Beerman	Yea	___	Nay	___
Jackie Biskupski	Yea	___	Nay	___
Carlos Braceras	Yea	___	Nay	___
Jim Bradley	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Ben McAdams	Yea	___	Nay	___
Chris McCandless	Yea	___	Nay	___

DEPOSITED in the office of the Secretary this 6th day of June 2018.

FILED AND RECORDED this ___ day of June 2018.

Employment Agreement

THIS EMPLOYMENT AGREEMENT (this "*Agreement*") is made effective 1 June 2018 by the **CENTRAL WASATCH COMMISSION**, an interlocal entity whose address is 7260 Racquet Club Drive, Suite 3 (B), Cottonwood Heights, UT 84121 (the "*CWC*"), and **RALPH BECKER**, an individual whose address is 5 South 500 West, #102, Salt Lake City, UT 84101 (hereinafter either "*Mr. Becker*" or "*Director*").

RECITALS:

A. The CWC is an interlocal entity and political subdivision of the state of Utah organized effective 29 June 2017 under the Interlocal Cooperation Act set forth in UTAH CODE ANN. §11-13-101 *et seq.* (the "*Act*").

B. The CWC consists of member governmental entities (currently including Salt Lake County, Salt Lake City, Sandy City and the city of Cottonwood Heights) ("*Members*"), and is governed by a board (the "*Board*") of commissioners ("*Commissioners*") appointed by the Members.

C. The CWC's base governing document is the interlocal agreement dated 30 May 2017 among the current Members. The Board also has adopted bylaws and enacted various resolutions to provide additional organizational framework for the CWC and its operations. Such interlocal agreement, bylaws, resolutions, and all similar such documents and amendments thereto adopted by the Board now or in the future are collectively referred to herein as the "*Governing Documents*."

D. The Governing Documents contemplate that the CWC's day-to-day operations will be overseen and conducted by an executive director, who will serve as the CWC's chief administrative officer under the Board's direction.

E. Mr. Becker has significant expertise in local government and the Central Wasatch Mountains.

F. The CWC desires to employ Mr. Becker, and Mr. Becker desires to be employed, as the CWC's executive director on the terms and conditions specified in this Agreement.

G. This Agreement shall supersede any and all prior negotiations and agreements, oral and/or written, between the parties (or Park City, as the CWC's agent for purposes of the underlying job posting) concerning Mr. Becker's employment by the CWC as its executive director.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The CWC hereby employs Director, and Director hereby accepts such employment, to perform the functions and duties of the CWC's executive director, including, without limitation, the following, which may be amended from time to time by the Board:

(a) Act as principal administrative officer of the CWC and coordinate and direct all staff and consultant services as needed for daily operations of the CWC and as may be directed by the Board;

(b) Recommend to the Board for Board approval all staff appointments, consultant acquisitions, staff advancements, and other employment policies, and act as supervisor of all staff and consultants work that is conducted by the CWC's staff;

(c) Coordinate with finance consultants and staff to prepare, file, and administer an annual approved budget;

(d) With the Board's oversight, prepare and implement a strategic plan to accomplish a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, including development of the environmental dashboard and passage of the Central Wasatch National Conservation and Recreation Area Act;

(e) Develop a public outreach plan and public engagement efforts as directed by the Board;

(f) Maintain the CWC's records, and respond to records requests, in compliance with the Government Records Access and Management Act, UTAH CODE ANN. 63G-2-101 *et seq.*;

(g) Make recommendations to the Board regarding accomplishing the purposes of the CWC under its Governing Documents;

(h) Act as a facilitator for and liaison with the stakeholders council (the "*Stakeholders Council*") described in the Governing Documents

(i) Prepare and post agendas and notices for the meetings of the Board, the Stakeholders Council, and other public bodies of the CWC, keep minutes and/or recordings, and otherwise assure compliance of those bodies with the requirements of the Open and Public Meetings Act, UTAH CODE ANN. 52-4-101 *et seq.*;

(j) Prepare applications for grants and other funding needed or available to accomplish the purposes of the CWC;

(k) Coordinate with finance staff to ensure receipt of all monies due or payable to the CWC and deposit such monies in such depositories as shall be selected by the Board;

(l) Coordinate with finance staff to maintain, under the supervision of the Board, such funds and accounts as may be required by governmental accounting practices and applicable fiscal procedures laws;

(m) Coordinate with finance staff to ensure distribution of monies payable by the CWC and co-sign payments together with the Treasurer (two signatures required);

(n) Coordinate with finance staff to present a financial statement of receipts and expenditures to the Board on a quarterly basis, or more frequently if requested by the Board;

(o) In coordination with finance staff, and under the supervision of the Board, arrange for and oversee a certified annual review or audit of the financial accounts and records of the CWC as required by law;

(p) Prepare reports for the CWC, the Stakeholder Council, and others of highlights, accomplishments, major reviews and other important matters of the CWC;

(q) Conduct Stakeholder Council and staff meetings;

(r) Communicate CWC activities, objectives, and efforts to the Board, the Stakeholder Council, and key audiences;

(s) Set up office space;

(t) In consultation with the Board, develop benefits packages and pay ranges for staff; and

(u) Perform all other duties required by applicable law or the Governing Documents, together with such other proper and legally permissible administrative, management and other functions and duties as the Board may from time to time assign.

All of such duties, functions and responsibilities are hereinafter collectively called the "Services." Director shall devote his full time and attention to the performance of the Services in a professional manner in accordance with all legal requirements and professional standards, including, without limitation, the Code of Ethics (the "Ethical Code") of the International City/County Management Association (the "ICMA"), which Ethical Code shall furnish some of the principles to govern Director's conduct as the CWC's executive director.

Director shall observe and comply with the rules and regulations of the CWC as adopted by the Board, either orally or in writing, respecting performance of the Services, and shall timely and properly carry out and perform orders, directions and policies announced to Director by the Board from time to time, either orally or in writing. Director is not an hourly employee, and therefore shall be required to work as necessary to fully perform his responsibilities hereunder.

2. **Term of Employment.** Director's initial term of employment hereunder shall be from the effective date hereof through 30 June 2020, and thereafter shall continue in effect on a July 1 – June 30 fiscal year basis. Notwithstanding the foregoing, however, Director shall serve at the Board's pleasure, and nothing in this Agreement shall prevent, limit or otherwise interfere with the Board's right to terminate Director's employment at any time, with or without cause, subject to Director's right to severance as provided below. Similarly, nothing herein shall prevent, limit or otherwise interfere with Director's right to resign at any time from the position of the CWC's executive director as provided below. Subject to the foregoing, this Agreement shall continue in effect until it is terminated by the Board or by Director as provided below.

3. **Services, Independent Activities.**

(a) **Full-Time Services; Limitations.** Throughout the duration of this Agreement, Director shall be actively involved in personally performing the Services on a full-time basis, devoting Director's time, attention and best efforts to the CWC's affairs. Director shall not be employed by any other person or entity while he is employed hereunder. Notwithstanding the foregoing, however, expending reasonable amounts of time for personal charitable or professional activities, or such outside business activities as may be pre-approved by the Board following Director's written request and full disclosure, shall not be deemed a breach of this Agreement if such activities do not materially interfere with the Services to be rendered to the CWC hereunder. Director shall not, without the Board's express prior written consent (which consent may be withheld in the Board's sole, subjective discretion), engage in any activity competitive with or adverse to the CWC's interests, whether alone in concert with others.

(b) **Political Activities.** The CWC is an interlocal agency whose Members are political subdivisions of the state and whose Board members typically are elected officers of those Member entities. The CWC's funding is dependent, in large part, on contributions from its Member entities, and the ultimate success of the CWC's initiatives can be materially influenced by various federal, state and local elected officials. Consequently, the Director recognizes the importance of the CWC viewed as being, and being, politically neutral in connection with all elections of (i) local officials who are or may be directly or indirectly involved in the CWC or its initiatives, and (ii) federal and state officials who may be able to influence the success or failure of the CWC's current or future initiatives. The Director further recognizes that, as the chief administrative officer, spokesman and "public face" of the CWC, the Director's own political activities may be attributed by some to the CWC. For those reasons, the Director shall avoid any political activities which reasonably may adversely affect the public perception of the CWC's political neutrality and/or may cause any local, state or federal officials to be less cooperative with the CWC and its initiatives than they otherwise may be. The Director shall consult in advance with the chair of the Board (the "Chair") before engaging in any political activities which may adversely impact the CWC and, at the least, shall conduct the Director's political activities in the same manner as a "further restricted employee" under the federal Hatch Act of 1939, as amended.

4. **Standards.** Director shall perform Director's duties under this Agreement in accordance with (a) all legal requirements, (b) the Ethical Code, and (c) such other standards as may, from time to time, be applicable during the term of this Agreement.

5. **Compensation and Benefits.** Conditioned on Director's proper and timely performance of the Services, the CWC shall provide the following compensation and benefits to Director:

(a) **Base Salary.** The CWC shall pay Director an annual base salary (the "Base Salary"). Through 31 December 2018, Director's Base Salary shall be the equivalent of One Hundred Ten Thousand and 00/100ths Dollars (\$110,000.00) annually. In or about late December 2018 or early January 2019, the Board intends to conduct a six-month "milestone" review of Director's performance and, in connection with such review, the Board may increase

the Base Salary. Thereafter, the Board periodically may increase (but not decrease) the Base Salary as the Board deems appropriate in its sole, subjective discretion based on the Board's evaluation of Director's performance. The Base Salary shall be paid to Director in approximately equal installments in accordance with the CWC's payroll practices from time to time. Appropriate deductions shall be made from each paycheck for withholding of FICA (or equivalent), federal and state income taxes, and any other appropriate items. As an "exempt" salaried employee, Director shall not be entitled to overtime pay.

(b) Incentives. In addition to the Base Salary, the CWC may, but shall not be obligated to, pay to Director such incentive(s) as the Board may from time to time determine in its sole, subjective discretion based on the Board's evaluation of Director's performance. The Board and Director may cooperatively develop and implement a formal, written evaluation system that includes quantifiable goals and benchmarks to gauge Director's performance of the Services for purposes of determining the propriety of bonuses and Base Salary increases.

(c) Private Automobile or Travel Allowance. Director shall receive an allowance for use of Director's private automobile or other travel expenditures in lieu of any duty of the CWC to reimburse Director for automobile mileage incurred in CWC-related travel. The amount of such allowance shall be \$400 per month.

(d) Equipment. Director shall be provided with appropriate office furnishings and equipment, including computers (desktop or laptop), iPad or the like. Director also shall be provided with (i) an allowance to compensate Director for use of his personal "smart phone" for CWC business, or (ii) the use of a CWC-owned "smart phone." If Director uses his own "smart phone" and/or computer/laptop (each, a "device"), then the CWC shall provide Director with an allowance of \$75 per month per device for up to two devices. If the Board elects, at its option, to provide Director with the use of a CWC-owned "smart phone" and/or computer/laptop, then Director shall not be entitled to an allowance for use of his personal device(s) and Director's use of such CWC-provided device(s) shall be in accordance with applicable policies adopted by the Board for CWC-owned communication devices. Director acknowledges, subject to the limitations below, that he has no expectation of privacy in connection with his use of CWC-owned communication devices such as computers, or his use of Director's own personal communication device(s) to conduct CWC business. Promptly upon request, Director shall make his personal devices available to the CWC for review, determination and retrieval of any communications that may constitute records subject to the Government Records Access and Management Act (GRAMA) which should be available to the CWC and, as appropriate, the public.

(e) Dues and Subscriptions. If approved in CWC's annual budget or as authorized separately from time to time by the Board in its discretion, the CWC shall pay (i) Director's professional dues for membership in the ICMA or any other professional organizations reasonably applicable to the scope of the Services, and (ii) other applicable dues and subscriptions on behalf of Director.

(f) Professional Development. The CWC shall pay for Director's travel and attendance at seminars, conferences and committee meetings as are approved in the CWC's annual budget or as are authorized separately from time to time by the Board.

(g) Retirement. Annually, the CWC shall pay into one or more retirement accounts for Director's benefit on a basis at least equivalent (as a percentage of income) as the CWC's other full-time employees. Such contribution shall not exceed the maximum permitted by federal law. Director's retirement payments shall be payable in installments at the same time as retirement benefits are paid for the CWC's other employees.

(h) Insurance. The CWC shall provide Director and his family with health, dental, disability, term life and other insurance coverage on the same basis as the CWC's other full-time employees. Alternatively, with Director's consent and in compliance with all applicable legal requirements, the CWC may pay an allowance to Director (potentially to Director's HSA account) in lieu of such insurance coverage on such terms as may be mutually agreeable to Director and the Board.

(i) Other Customary Benefits. Director shall have the right to participate in and receive any other benefits or working conditions as are provided for the CWC's other full-time employees.

6. Holidays; Personal Time Off; Executive Leave. Director shall be entitled to the same paid holidays as CWC's other full-time employees. Director also shall accrue up to 22 days annually of personal time off ("PTO") in lieu of, *inter alia*, paid vacation and paid sick leave on the same basis as the CWC's other full-time employees in accordance with policies approved by the Board from time to time; provided, however, that Director shall inform the Chair in advance of Director's intent to use vacation time, and further shall obtain the Chair's pre-approval of Director's intent to use more than three (3) consecutive days of vacation time.

7. Bonding. The CWC shall bear the full cost of any fidelity or other bonds covering Director as required by statute or as desired by the Board.

8. Expenses. Director may be reimbursed for Director's reasonable business expenses in accordance with the CWC's reimbursement policy from time to time.

9. Termination by the CWC. The Board may terminate Director's employment by majority vote at any time, with or without cause.

(a) Termination for Cause. The Board may terminate Director's employment hereunder "for cause," which shall include (to the extent legally permissible), without limitation, the following:

(i) Misfeasance, malfeasance and/or non-feasance in performance of Director's duties and responsibilities hereunder;

(ii) Conviction of a felony crime or violation of UTAH CODE ANN. 76-8-201-202, whether or not upheld on appeal;

(iii) Gross neglect of duty, including inability or unwillingness to properly discharge responsibilities of office after fair warning and opportunity to cure;

(iv) Violation of any substantive CWC policy, rule or regulation which would subject any other full-time CWC employee to termination:

(v) The commission of any act against the CWC's interest which is materially prejudicial to the CWC's or its interests:

(vi) The commission of any act which involves moral turpitude or which causes the CWC disrepute or embarrassment; or

(vii) Material violation of the Ethical Code.

Upon the Board's determination of the existence of one or more of the above elements supporting termination of Director's employment for cause, this Agreement shall be terminated upon written notice to Director. In connection with such termination, the CWC shall pay to Director any accrued and unpaid salary and benefits earned (including unused accrued PTO in accordance with the CWC's policies then in effect), but shall have no obligation to pay Director severance pursuant to applicable law or this Agreement.

(b) *Termination Without Cause.* Any termination of Director's employment for a reason other than those specified in section 9(a) above shall be deemed termination "without cause." Upon any termination without cause, the CWC shall pay to Director any accrued and unpaid salary and benefits (including unused accrued PTO in accordance with the CWC's policies then in effect) and also shall pay to Director a lump sum severance payment equal to three (3) months' salary and retirement contribution. In addition, the CWC shall continue to pay the premium for Director's COBRA health insurance coverage for three (3) months following termination, but shall not be obligated to provide any other allowances or benefits available during Director's employment hereunder. Severance pay ("*Severance*") shall not be construed as compensation for services performed. Such payment shall constitute full and complete payment and satisfaction of any claim that Director may have or assert to have against the CWC under this Agreement or otherwise.

10. **Termination by Director.** Director may terminate this Agreement at any time by delivering to the Board a written notice of termination at least sixty (60) days prior to the effective date of the termination. If Director voluntarily resigns, the CWC shall pay to Director all compensation and benefits due hereunder up to his final day of employment, including compensating Director for unused accrued PTO in accordance with the CWC's policies then in effect. The CWC shall have no further financial obligation to Director for Severance or any other payment pursuant to this Agreement or otherwise; provided, however, that this shall not impact Director's vested interest, if any, in any CWC-sponsored retirement account.

11. **Termination Upon Director's Death or Disability.** Upon Director's death or disability, the CWC's obligations under this Agreement shall terminate except for:

(a) Transfer of ownership of retirement funds, if any, to Director or his designated beneficiaries;

(b) Payment to Director or his designated beneficiaries for Director's unused accrued PTO in accordance with the CWC's policies then in effect; and

(c) Processing and coordination of payment of all outstanding health, disability or life insurance benefits in accordance with the CWC's insurance policies or plans.

For purposes of this Agreement, "disability" shall have the same meaning as in any disability policy maintained from time to time by the CWC for its employees or, if no such policy exists, then as provided in federal social security laws, rules and regulations.

12. **Non-Funding.** The parties acknowledge that funds are not presently available for performance of this Agreement by the CWC beyond 30 June 2018. The CWC's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. In the event that no funds or insufficient funds are appropriated and budgeted in a current or any succeeding fiscal year, or if there is a reduction in appropriations of the CWC, due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the CWC as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to the CWC of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Director or his successors or assigns as to this Agreement, or any portion thereof, which may so terminate and become null and void.

Notwithstanding the foregoing, however, upon any such non-funding, Director may, at his option, elect to continue his employment hereunder without compensation until such time, if any, as funding becomes available, whereupon Director's compensation hereunder shall resume. If Director elects not to continue his employment hereunder in connection with any such non-funding, then Director shall be deemed to have been terminated without cause under section 9(b) above, whereupon the CWC shall pay Severance to Director.

13. **Indemnification.** To the extent permitted by law, the CWC shall defend, save harmless and indemnify Director from any and all claims, actions, damages, proceedings (in law or equity), fees (including reasonable attorney's fees) and costs arising from, or in any way attributable to, Director's proper performance of his duties hereunder so long as Director is reasonably acting within the scope of his employment.

14. **General Provisions.** The following provisions are also an integral part of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the

meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

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

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

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

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

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

(h) Time of Essence. Time is the essence of this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Both parties have had substantive input into the negotiation and drafting of this Agreement; consequently, this Agreement shall not be construed or interpreted more strictly against either party as the "drafter" of this Agreement.

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

(k) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above or to such other address(es) as a party may specify to the other in writing at any time during the term of this Agreement, or (c) the next business day following transmission to the Chair, with a copy to CWC's legal counsel, via facsimile, email or other commonly used electronic communication method.

(l) No Assignment. Director's rights and duties herein are personal in nature, and therefore cannot be assigned or delegated to any third party without the Board's prior written consent.

[Signature Page Follows]

DATED effective the date first above written.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Ben McAdams, Secretary

By: _____
Chris McCandless, Chair

DIRECTOR:



RALPH BECKER

2018-2019 BUDGET

**CENTRAL WASATCH COMMISSION
MOTION SHEET**

DATE: June 6, 2018

RE: Motion to adopt Resolution No. 2018-10, adopting the budget for the 2018-2019 Fiscal Year.

Motion 1

I move that the commission adopt Resolution No. 2018-10, adopting the budget for the 2018-2019 fiscal year.

Motion 2

I move that the Commission (provide alternative).

CENTRAL WASATCH COMMISSION

RESOLUTION NO. 2018-10

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE PERIOD OF 1 JULY 2018 THROUGH 30 JUNE 2019

WHEREAS, Part 5 of Chapter 13 of Title 11, UTAH CODE ANNOTATED, entitled “Fiscal Procedures for Interlocal Entities” (the “*Act*”), provides, among other things, that (a) the budget officer of an interlocal entity shall prepare and file with the entity’s governing body a tentative budget for the upcoming fiscal year; (b) the entity’s governing body shall review, consider (and amend, as advisable) and adopt such tentative budget; (c) such tentative budget shall be available for public inspection before adoption of a final budget; (d) the entity’s governing body shall hold a public hearing concerning the tentative budget following at least seven days’ prior notice in a newspaper of general circulation; and (e) following such public hearing, the entity’s governing body may adopt a final budget as provided in the Act; and

WHEREAS, at a meeting of the governing body (the “*Board*”) of the Central Wasatch Commission (the “*CWC*”) on 23 April 2018, David Sanderson, the CWC’s budget officer, filed with the Board a tentative budget (as amended, the “*Tentative Budget*”) for the CWC for the period of 1 July 2018 through 30 June 2019 as required by the Act; and

WHEREAS, as part of its 23 April 2018 regular meeting, the Board reviewed and considered the Tentative Budget; tentatively adopted the Tentative Budget; scheduled a public hearing concerning the Tentative Budget; ordered that a copy of the Tentative Budget be available for public inspection pending such public hearing; and ordered that all required public notice of such public hearing be given; and

WHEREAS, a copy of the Tentative Budget has been available for public inspection in the office of the CWC’s treasurer since 23 April 2018; and

WHEREAS, the Board set 3:00 p.m. on 6 June 2018 in the city council chambers at 10000 Centennial Parkway, Sandy, Utah as the time and place of a public hearing regarding adoption of the final budget (the “*Budget*”) for the CWC’s 2018-2019 fiscal year, subject to subsequent amendment; and

WHEREAS, notice of the public hearing concerning the Budget was timely published in the *Deseret News* and *Salt Lake Tribune*, and on the Utah Public Notices Website established under UTAH CODE ANN. §63F-1-701, as required by statute; and

WHEREAS, the public hearing was held at that location beginning at approximately 3:00 p.m. on 6 June 2018 in order to receive public comment on the Budget as set forth in the published notice; and

WHEREAS, at the public hearing, all interested persons were given an opportunity to be heard concerning such proposed final Budget, a copy of which is annexed hereto; and

WHEREAS, on 6 June 2018, following the public hearing, the Board met in regular session to consider, among other things, approving the Budget as proposed; and

WHEREAS, after careful consideration, the Board finds that it has satisfied all legal requirements to adopt the Budget, and that it is in the best interests of the CWC, its members and its constituents to adopt the Budget as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission as follows:

Section 1. **Adoption of Budget.**

A. The Budget be, and hereby is, adopted as the CWC's final budget for the period of 1 July 2018 through 30 June 2019, subject to amendment.

B. Copies of the final Budget adopted hereby shall be certified and filed with the CWC's members and the Utah State Auditor within 30 days after adoption, and shall be available for public inspection during regular business hours at the offices of the CWC's secretary (Ben McAdams, 2001 South State Street, N2-100, Salt Lake City, UT 84114).

C. The CWC's officers are hereby directed to take any other necessary actions pertinent to the adoption of the Budget, including, without limitation, such notification, reporting and publishing as may be required by applicable law.

Section 2. **Action of Officers.** All actions of the officers, agents and employees of the CWC that are in conformity with the purpose and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 3. **Severability.** All parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 4. **Repealer.** All resolutions of the CWC or parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. **Effective Date.** This Resolution, assigned no. 2018-10, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the CWC's secretary, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 6th day of June 2018.

CENTRAL WASATCH COMMISSION

By _____
Chris McCandless, Chair of the Board

ATTEST:

Ben McAdams, Secretary

VOTING OF THE BOARD:

Andy Beerman	Yea	___	Nay	___
Jackie Biskupski	Yea	___	Nay	___
Carlos Braceras	Yea	___	Nay	___
Jim Bradley	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Ben McAdams	Yea	___	Nay	___
Chris McCandless	Yea	___	Nay	___

DEPOSITED in the office of the Secretary this 6th day of June 2018.

FILED AND RECORDED this ___ day of June 2018.

Transmittal
Central Wasatch Commission (CWC) Final Budget Proposal
Fiscal Year 2018-2019

Date: June 7, 2018

To: CWC Board

Chris McCandless, Chair (Sandy City)
Mayor Jackie Biskupski, (Salt Lake City)
Councilman Jim Bradley, Treasurer (Salt Lake County)
Mayor Ben McAdams (Salt Lake County)
Mayor Mike Peterson (Cottonwood Heights)
Mayor Andy Beerman (Park City)
Director Carlos Braceras (Utah Department of Transportation)

To: CWC Hiring and Procurement Committee

Tom Ward (Sandy City); Carly Castle, Rusty Vetter, Laura Briefer (Salt Lake City);
Robert Sampson and Kimberly Barnett (Salt Lake County);
Shane Topham (Cottonwood Heights); Matt Dias (Park City);
Janna Young (Summit County); Ned Hacker (WFRC); Mary DeLoretto (UTA)

Contact:

David Sanderson, DS Accounting Services, LLC (801) 580-6327 dave@dsaccounting.net

The CWC is a new interlocal government organization that has been formed as an outcome of Mountain Accord. The formation of an organizational structure to coordinate and carry out initiatives of Mountain Accord was a specific recommendation in the final Accord (see Section 3.17 of the Accord). As such, the two primary goals for staffing include (1) general administration and management of the organization following the appropriate statutory requirements and best practices for government entities, and (2) conducting the substantive mission initiatives of CWC.

The Fiscal Year (FY) 2018-2019 CWC budget is the second budget for the CWC inter-local agency formed on June 29, 2017 and will be the first full year budget with FY 2018 only being a partial year with expenses primarily starting in February of 2018.

The CWC can also help coordinate, prioritize and leverage funding and resources toward these agreed upon projects and initiatives:

- Transportation studies/NEPA
- Central Wasatch National Conservation and Recreation Area Act (CWNCRA) federal legislation
- Land exchanges
- Trails and cycling
- Environmental restoration and management
- Land preservation
- Economic vitality

Revenues

Membership Contributions

The revenues will be the outstanding amount from each agency per the three year inter-local agreement.

	Interlocal Agreement	Paid	Outstanding
Cottonwood Heights	\$ 100,000	\$ 50,000	\$ 50,000
Draper	\$ 120,000	\$ 120,000	\$ -
MWDSLS	\$ 200,000	\$ 100,000	\$ 100,000
Park City	\$ 200,000	\$ -	\$ 200,000
Sandy	\$ 200,000	\$ 200,000	\$ -
SLC	\$ 400,000	\$ -	\$ 400,000
Salt Lake County	\$ 400,000	\$ 190,000	\$ 210,000
Summit County	\$ 100,000	\$ 100,000	\$ -
Alta	\$ 30,000	\$ 15,000	\$ 15,000
UDOT/ State of Utah	\$ 100,000	\$ 100,000	\$ -
TOTALS	\$ 1,850,000	\$ 875,000	\$ 975,000
UTA* In kind	\$ 600,000	\$ 400,000	\$ 200,000

Interest Earnings

The reserves have been invested with the State of Utah PTIF fund and should generate approximately \$15,000 dollars

Contributions (In-kind)

UTA is contributing in kind contributions of \$200,000 which is offset in the expenses for an extended bus service to the canyons.

Expenses

Salaries

Full time executive director estimated yearly pay.

Benefits

Full time executive director benefits, Health insurance, State retirement, Social security & Medicare tax

Rent

Office space rental \$2,060@12 = \$24,720

Utilities

Estimated office space utilities

Cell Phone

Executive Director Cell phone reimbursement \$37@12 = \$450

Computer/software

Estimated computer/software

Office supplies

Estimated office supplies

Mileage

Mileage reimbursement @ 54.5 cents per mile, IRS rate

Events, workshops, memberships

Various

Legal support

Annual yearly legal contract

Insurance

Annual insurance coverage

Financial support

Annual yearly financial contract

Outreach/website

Build website and branding

Consulting fees

Not funded in FY 2019

PROJECTS

In-kind bus fares UTA

Recognize the in-kind services of UTA extended bus fares

Technical Consulting 200k

Funding for technical help on various projects

Grant disbursements

Grant projects

Federal legislation

Annual federal lobbyist agreement \$97,000

Environmental dashboard

Create and build an environmental dashboard

Reserves

Monies set aside for future expenses and projects.

CENTRAL WASATCH COMMISSON

Central Wasatch Commission FY 2018/2019 Budget			
Revenues	Actual FY 2017	Budget FY 2018	Final Budget FY 2019
Intergovernmental Revenue			
Grants	\$ -	\$ -	\$ -
Miscellaneous	-	-	-
Total Intergovernmental	\$ -	\$ -	\$ -
Charges For Service			
Memberships	\$ -	\$ 1,850,000	\$ 975,000
Miscellaneous	-	-	-
Total Charges for Service	\$ -	\$ 1,850,000	\$ 975,000
Miscellaneous Revenue			
Interest earnings	\$ -	\$ 10,000	\$ 10,000
Miscellaneous	-	-	-
Total Miscellaneous Revenues	\$ -	\$ 10,000	\$ 10,000
Contributions & transfers			
Contributions (in-kind)	\$ -	\$ -	\$ 200,000
Appropriate fund balance	-	-	58,370
Total Contributions & Transfers	\$ -	\$ -	\$ 258,370
Total Enterprise Fund Revenues	\$ -	\$ 1,860,000	\$ 1,243,370

Central Wasatch Commission FY 2018/2019 Budget			
Expenditures	Actual FY 2017	Budget FY 2018	Final Budget FY 2019
Administration	\$ -	\$ 1,860,000	\$ 1,243,370
Total Enterprise Fund Expenses	\$ -	\$ 1,860,000	\$ 1,243,370
Surplus/(Deficit)	\$ -	\$ -	\$ -

Assumptions: Expenses start accruing as of February 2018

**Central Wasatch Commission
FY 2018/2019 Budget**

Detail of Expenses	Actual FY 2017	Budget FY 2018	Final Budget FY 2019
Personnel			
Salaries	\$ -	\$ 75,000	\$ 175,000
Benefits	-	33,750	65,000
Total Personnel	\$ -	\$ 108,750	\$ 240,000
Operating & maintenance			
Postage	\$ -	\$ 150	\$ 150
Public notices	-	750	750
Printing	-	750	750
Total Operating & maintenance	\$ -	\$ 1,650	\$ 1,650
Charges for Service			
Rent	\$ -	\$ 24,720	\$ 24,720
Utilities	-	1,800	1,800
Cell phone	-	450	450
Computer/software	-	3,000	3,000
Office supplies	-	2,000	2,000
Mileage	-	1,125	1,125
Events, workshops, memberships	-	1,125	1,125
Legal support	-	15,000	40,000
Insurance	-	5,500	5,500
Financial support	-	10,000	15,000
Outreach/website	-	12,000	50,000
Consulting fees	-	21,702	-
Total Charges for Service	\$ -	\$ 98,422	\$ 144,720
Projects			
In-kind bus fares UTA	\$ -	\$ 200,000	\$ 200,000
Grant disbursements	-	300,000	300,000
Technical consulting	-	-	200,000
Federal legislation	-	96,000	97,000
Environmental dashboard	-	60,000	60,000
Reserves	-	995,178	-
Total Projects	\$ -	\$ 1,651,178	\$ 857,000
Total Enterprise Fund Expenses	\$ -	\$ 1,860,000	\$ 1,243,370

PTIF ACCOUNTS AUTHORIZATION

**CENTRAL WASATCH COMMISSION
MOTION SHEET**

DATE: June 6, 2018

RE: Motion to adopt Resolution No. 2018-11, making required certifications and authorizations to participate in the PTIF program.

Motion 1

I move that the Commission adopt Resolution No. 2018-11, making the required certifications and authorizations for participation in the Public Treasurer's Investment Fund program of the Office of the State Treasurer.

Motion 2

I move that the Commission (provide alternative).

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2018-11

A RESOLUTION APPROVING EXECUTION AND DELIVERY OF A "PUBLIC ENTITY RESOLUTION" TO THE OFFICE OF THE UTAH STATE TREASURER

WHEREAS, the board of commissioners (the "Board") of the Central Wasatch Commission interlocal entity (the "CWC") met in regular session on 6 June 2018 to consider, among other things, approving execution and delivery of a "Public Entity Resolution" of the CWC to the Office of the State Treasurer (the "Treasurer") in connection with the CWC's enrollment in the "Public Treasurers' Investment Fund" account program administered by the Treasurer; and

WHEREAS, the Board has reviewed the form of the Public Entity Resolution, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interest of the CWC to approve the CWC's entry into the Public Entity Resolution, and the execution and delivery of such resolution by the officers named therein, as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission that the attached Public Entity Resolution is hereby approved, and that the CWC's chair, executive director and accountant are authorized and directed to execute and deliver such resolution on behalf of the CWC.

This Resolution, assigned no. 2018-11, shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of June 2018.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____ Ben McAdams, Secretary

By: _____ Chris McCandless, Chair of the Board

VOTING OF THE BOARD:

Andy Beerman Yea ___ Nay ___
Jackie Biskupski Yea ___ Nay ___
Carlos Braceras Yea ___ Nay ___
Jim Bradley Yea ___ Nay ___
Michael J. Peterson Yea ___ Nay ___
Ben McAdams Yea ___ Nay ___
Chris McCandless Yea ___ Nay ___

DEPOSITED in the office of the Secretary this 6th day of June 2018.

FILED AND RECORDED this ___ day of June 2018.

ADDITIONAL MEMBER APPOINTMENTS

**CENTRAL WASATCH COMMISSION
MOTION SHEET**

DATE: June 6, 2018

RE: Motion to adopt Resolution No. 2018-12 offering CWC membership to the Town of Alta

Motion 1

I move that the Commission adopt Resolution No. 2018-12 offering CWC membership to the Town of Alta, subject to approval of the legislative body of each of the Members as provided in the ILA establishing the CWC, Alta executing and delivering a counterpart of the interlocal agreement forming the CWC, and full compliance with any other requirements for membership.

Motion 2

I move that the Commission (provide alternative).

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2018-12

A RESOLUTION OFFERING MEMBERSHIP IN THE CENTRAL WASATCH COMMISSION TO THE TOWN OF ALTA

WHEREAS, the Central Wasatch Commission (the “*CWC*”) is an interlocal entity created effective 29 June 2017 pursuant to the “Central Wasatch Commission Interlocal Agreement” dated 30 May 2017 (the “*Agreement*”) among Salt Lake County, Salt Lake City, Sandy City and the city of Cottonwood Heights as the initial members of the CWC; and

WHEREAS, the governing body of the CWC is its board of commissioners (the “*Board*”), each of which commissioners represents either a member (a “*Member*”) of the CWC or a non-Member interested party (such as the so-called “Wasatch Back” geographic area or the Utah Department of Transportation); and

WHEREAS, pursuant to Subsection V(A)-(B) of the Agreement, additional Members of the CWC may be appointed upon (a) a majority vote of the Commissioners then serving on the Board, and (b) approval by the legislative body of each of the Members; and

WHEREAS, pursuant to its Resolutions 2018-04-B and 2018-12, the Board has adopted additional criteria and procedures (the “*New Member Procedures*”) for adding additional Members to the CWC; and

WHEREAS, the Town of Alta (“*Alta*”) has filed an application to become an additional Member of the CWC; and

WHEREAS, at a meeting of the Board on 6 June 2018, the Board considered offering membership in the CWC to Alta, subject to compliance with the New Member Procedures; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interest of the CWC to offer membership in the CWC to Alta as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission that the Board hereby offers membership in the CWC to Alta, subject to approval by the legislative body of each of the Members, execution and delivery by Alta to the CWC of a counterpart original of the Agreement, and full compliance with any further New Member Procedures.

This Resolution, assigned no. 2018-12, shall take effect immediately upon passage as provided herein.

PASSED AND APPROVED this 6th day of June 2018.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Ben McAdams, Secretary

By: _____
Chris McCandless, Chair of the Board

VOTING OF THE BOARD:

Andy Beerman	Yea	___	Nay	___
Jackie Biskupski	Yea	___	Nay	___
Carlos Braceras	Yea	___	Nay	___
Jim Bradley	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Ben McAdams	Yea	___	Nay	___
Chris McCandless	Yea	___	Nay	___

DEPOSITED in the office of the Secretary this 6th day of June 2018.

FILED AND RECORDED this ___ day of June 2018.

MAYOR
HARRIS SONDAK

TOWN COUNCIL
CLIFF CURRY
ELISE MORGAN
MARGARET BOURKE
SHERIDAN DAVIS



TOWN OF ALTA
P.O. BOX 8016
ALTA, UTAH
84092-8016
TEL (801)363-5105 / 742-3522
FAX (801)742-1006
TTY 711

January 24, 2018

VIA EMAIL

Central Wasatch Commission
c/o Mayor Jackie Biskupski
Central Wasatch Commission Co-chair

Dear Members of the Central Wasatch Commission,

I am writing on behalf of the Town of Alta to renew our request for membership in the Commission, and to suggest several criteria by which the Commission can make membership decisions.

The Town of Alta should be included in the Commission because it meets the following criteria:

- As a municipality, Alta is a governmental entity.
- Alta's borders adjoin the proposed study area; indeed, Alta is located entirely within the area.
- The Town of Alta has zoning and land use jurisdiction within its boundaries and has a strong record of preserving highly visited and vulnerable natural areas and water resources.
- Vehicles access the Town of Alta solely by State Highway 210, a critical focus of the study for transportation concerns.
- The economic focus of the Town of Alta is recreation.

I believe that governmental status, geographic contiguity, jurisdictional authority, and relevance to transportation, recreation, economic, and preservation issues are, together, necessary and sufficient reasons to recommend Alta as a member of the Commission.

In addition, having been engaged in the issues that are the focus of the Commission's activities for decades – most recently as a contributing member of Mountain Accord– the Town of Alta has the experience and expertise to help the Commission achieve its goals. Including Alta will make the results of the Commission's work more effective.

Sincerely,

Harris Sondak
Mayor, Town of Alta

cc:

Ben McAdams
Mayor, Salt Lake County

Mike Peterson
Mayor, Cottonwood Heights

Chris McCandless
Council Member, Sandy City

Jim Bradley
Council Member, Salt Lake County

Andy Beerman
Mayor, Park City

Carlos Braceras
Director, Utah Department of Transportation

Laura Briefer
Director, Salt Lake City Department of Public Utilities