SEVEN COUNTY INFRASTRUCTURE COALITION
AMENDED AGENDA
June 8, 2018 at 10:00 a.m.
751 E. 100 N., Price, Utah
(435) 636-3214

1. Welcome/Pledge      Phil Lyman
2. Minutes             Phil Lyman
3. Public Comment (limit 3 minutes)  Phil Lyman
4. Finance Director Report and approval of expenses Seth Oveson
5. Resolution selecting financial advisor Mike McKee
6. Resolution supporting safe uranium development Phil Lyman
7. Resolution approving RFQ on Rail EIS/Engineering Mike McKee
8. Resolution supporting San Juan strategic plan/trails Mike McKee
9. Executive Director Report Mike McKee
   A. Rail Study Update
   B. Mtgs with CIB staff
   C. Thorium Center of Excellence
   D. Leland Bench Utilities
   E. Eastern Utah Connector
10. Resolution supporting Jordan Cove Natural Gas Mike McKee
11. Infrastructure Update Jones & Demille
12. Resolution to approve Municipal Advisor Eric Johnson
13. Closed (executive) session pursuant to §52-4-205 Eric Johnson
    (potential real estate acquisition, trade secret related to procurement, personnel competency)
14. Motion to adjourn Phil Lyman

*In accordance with the Americans with Disabilities Act, the Coalition will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting Carbon County Administrative Offices at (435) 636-3214 at least 48 hours in advance of the meeting to be held.
*The order of agenda items may change to accommodate the needs of the Coalition Board, the staff, and the public.
*This meeting may be held electronically via telephone to permit one or more of the Coalition Board members to participate
## Entity: Seven County Infrastructure Coalition

## Body: Governing Board

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<td>Agenda - Second Amended</td>
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<tr>
<td>Event Date &amp; Time:</td>
<td>June 8, 2018 June 8, 2018 10:00 AM</td>
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### Description/Agenda:

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| Notice of Special Accommodations: | In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Lori Perez at 435-636-3228. |
| Notice of Electronic or telephone participation: | Contact Lori Perez at 435-636-3228. |
| Other information: | |
| **Contact Information:** | Lori Perez  
(435)636-3228  
Lori.Perez@carbon.utah.gov |
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Printed from Utah's Public Notice Website (http://pmn.utah.gov/)
Present:  Jae Potter, Phil Lyman, Jack Lytle, Ken Burdick, Brad Horrocks, Lynn Sitterud
Also in attendance - Mike McKee, Brian Barton, Eric Johnson, Seth Oveson, Mike Hawley
Absent: Ken May
Attended telephonically: N/A

1. Welcome / Pledge of Allegiance (Phil Lyman)

2. Meeting Minutes of April 13, 2018 meeting (Phil Lyman)

   Motion to approve April 13, 2018 minutes by Commissioner Jack Lytle, seconded by
   Commissioner Ken Burdick. Unanimously approved 6-0-1 absent.

3. Public Comment (Phil Lyman)

   Public comment – none.
4. **Finance Director Report and approval of Expenses (Seth Oveson)**

The following invoices were presented for approval.

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<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Amount</th>
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<tr>
<td>Mike Mckee</td>
<td>March-April</td>
<td>221.41</td>
<td>Director Travel - March</td>
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<td>ETJ Law</td>
<td>1344</td>
<td>10,617.50</td>
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<td>1345</td>
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<td>Legal Services</td>
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<td>0118079</td>
<td>13,864.88</td>
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<td>CIVCO Engineering, Inc</td>
<td>2018194</td>
<td>53,340.47</td>
<td>I-70 Transportation Corridor</td>
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<td>Jones &amp; Demille</td>
<td>0118077</td>
<td>8,515.73</td>
<td>General Planning (Category B)</td>
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<td>435.00</td>
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<td>0118082</td>
<td>8,745.75</td>
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<td>Jones &amp; Demille</td>
<td>0118076</td>
<td>2,728.00</td>
<td>Planning Duchesne to Carbon Pipeline</td>
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<td>Seth Oveson</td>
<td>10010</td>
<td>1,250.00</td>
<td>Accounting &amp; Admin Services</td>
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<tr>
<td>Hatch, James &amp; Dodge</td>
<td>31624</td>
<td>1,561.35</td>
<td>Legal Services CPCN Application</td>
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Total Payment Approval $138,680.09

Motion to approve by Commissioner Brad Horrocks, seconded by Commissioner Jae Potter. Unanimously approved 6-0-1 absent.

Seth Oveson indicated that the Coalition has sufficient funds through 2018 and should make a request to the CIB for additional funds in 2019. Commissioner Horrocks asked if Seth could sign the bottom of each invoice submitted for Board approval and Seth concurred. Commissioner Lytle asked if the name of each project could also be provided on each invoice for clarification and Seth concurred.

5. **Resolution approving RFQ for Financial Director (Mike McKee)**

The Executive Director informed the Board that Seth Oveson, the current Finance Director/Treasurer is taking a new job and his role with the Coalition will need to be filled. A hearty thanks from Executive Director McKee and the Board for all of Seth’s tremendous work over the years. The Board has a great respect for Seth’s integrity and decisions he has made.

Motion to approve by Commissioner Jae Potter, seconded by Commissioner Ken Burdick. Unanimously approved 6-0-1 absent.
6. Resolution approving NDA with Utah Thorium (Mike McKee)

Mike indicated that there is value in signing a Non-Disclosure Agreement with Utah Thorium company to enable further discussions.

Motion to approve by Commissioner Jack Lytle, seconded by Commissioner Brad Horrocks. Unanimously approved 6-0-1 absent.

7. Executive Director Report (Mike McKee)

Rail:
The rail study interviews are being completed. Further interviews will be completed in the coming weeks. It has been an aggressive schedule but it’s going very well. So far, the indication confirms that Salt Lake is a captive market for oil. The CIB staff has been tremendously helpful with the interviews.

Commissioner Brad Horrocks commented he heard oil production has maxed out and wanted to know if that was the current reality. Executive Director McKee confirmed that is the case, which is due to issues at Salt Lake refineries, they are unable to take additional quantities of Uinta Basin Waxy Crude at their current capacity.

Thorium Energy:
Further discussions on opportunities to develop a center of excellence on Thorium for education and developing a trained workforce. Federal and State funding will be sought to support higher education.

Leland Bench Utilities:
Application is in to the CIB for first phase to provide power, however, power will be provided in another way, so this application is on hold for now. We are still pursuing the larger portion of the electrical project.

Eric Johnson indicated that they have identified an “anchor” company for this project. The metaphor he used was that much like a mall has an anchor store and then smaller stores down the hallway, this anchor company will attract other companies to the area. An important aspect is to provide needed utilities to the public in the area and not only to one private entity.

Seep Ridge Road:
Civco Engineering continues to work on this project and will need more time to complete it. Current timeframe for completion is end of 2018.
Broadband – Daggett County:
Approved with a two-year timeframe. While this project is not funded by the Coalition, the Coalition has been instrumental in resolving federal funding challenges that arose for the Daggett County Broadband project. Commissioner Jack Lytle expressed thanks to Mike McKee for all the great work on Broadband for Daggett County.

Executive Director McKee provided an update to the board regarding a meeting held in Colorado on the rail line with Colorado County Commissioners and the Colorado Governor’s Office of Energy Development organization to discuss collaboration opportunities.

Commissioner Phil Lyman just returned from Washington D.C. and recommended that the Board consider Uranium industry projects in Utah as a potential project. Commissioner Lyman further noted that 90% of the U.S. nuclear power comes from foreign sources. Commissioner Lyman proposed a future resolution be adopted to support Uranium / Nuclear power. Executive Director McKee indicated a resolution could be ready for consideration for the next Board meeting.

Commissioner Phil Lyman said that building infrastructure is a lot of work and a massive undertaking to build something from nothing.

Eric Johnson highlighted Executive Director McKee’s tremendous hard work, as well as the volume of work that Mike has gotten done. Eric noted that the volume of work done year-to-date in 2018 is already as much as the volume of work done for the entire calendar year of 2017, and that 2017 was double the volume of work done in 2016.

Eric then noted that the Build America Bureau will be at the National Association of Counties meeting in Sun Valley, Idaho later in May and they have asked to meet with the Coalition. He will let the commissioners know the day and time of the meeting should they choose to attend.

Eric Johnson proposed moving item #8 to be considered after the Closed session discussion and to move item #9 to be provided prior to going into Closed session. The Board agreed to the proposed changes.

8. Monthly Infrastructure Report/Study Update (Brian Barton)
Brian Barton indicated they are working with urgency to help move projects forward. The Rail study and working R.L. Banks is progressing, as well as Leland Bench Utilities in regards to water resource and natural gas. Mike Hawley indicated a lot of coordination
has been going on with the water pipeline for the Upgrader. They have identified a water source and route that reduces the need for pumping. The water route is 15 miles long and will require only 1 booster pump, which reduces the overall project cost. In addition, they met with the Board of Water Resources and will submit an application by June 1st for funding for water. The route for the water pipeline will avoid all federal grounds, eliminating the need for federal permitting.

Brian Barton then indicated they are working with the USDA and Pam Juliano to identify and obtain optimal funding and they are also working with the CIB staff. They are compiling a summary of preliminary requests to provide to the CIB for funding of $30M needed for near term efforts.

9. Closed (executive) Session pursuant to §52-4-205 (Eric Johnson)  
(potential real estate acquisition, trade secret related to procurement, personnel competency)

Eric Johnson then introduced the issues for discussion in the Closed session, which were personnel competency issues.

Motion to enter Closed session by Commissioner Jae Potter, seconded by Commissioner Jack Lytle. Unanimously approved 6-0-1 absent.

Motion to leave Closed session by Commissioner Jae Potter, seconded by Commissioner Lynn Sitterud. Unanimously approved 6-0-1 absent.

10. Resolution authorizing addendum to the Rail Study Consultant Contract (Mike McKee)

Executive Director McKee requested an additional not to exceed value of $16,000 for R.L. Banks due to scope creep in the volume of interviews to be performed. He indicated that in doing so this would result in a more thorough rail study result. Mike McKee also requested additional funds to include the Waxy Crude Consultant and travel costs to be taken from the oil pipeline funds.

Motion to approve by Commissioner Jack Lytle, seconded by Commissioner Brad Horrocks. Unanimously approved 6-0-1 absent.

11. Motion to adjourn (Phil Lyman)

Motion to adjourn by Commissioner Jae Potter, seconded by Commissioner Lynn Sitterud. Unanimously approved 6-0-1 absent.
Motion to approve meeting minutes by Commissioner _________________, seconded by Commissioner _________________.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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______________________________
Co-Chair Phil Lyman

______________________________
Co-Chair Jae Potter

ATTEST:

______________________________
Eric Johnson

(COALITION SEAL)
APPROVED AND ADOPTED this June 8, 2018.

Motion to approve expenses by Commissioner ________________, seconded by Commissioner ________________.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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Co-Chair Phil Lyman

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Co-Chair Jae Potter

ATTEST:

______________________________
Eric Johnson

(COALITION SEAL)
RESOLUTION SELECTING FINANCE DIRECTOR AND RELATED MATTERS.

WHEREAS, the Carbon County, Utah Clerk/Auditor Mr. Seth Oveson has been serving as the finance director for the Coalition; and

WHEREAS, at the request of Mr. Oveson the Coalition Board determined to issue a request for proposals for a part-time, contracted finance director, which request was published in newspapers within the Coalition boundaries and was emailed to various individuals who would be qualified or be aware of others who be qualified to serve as the Coalition’s finance director; and

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby selects Smuin, Rich & Marsing as the finance director for the Coalition and directs legal counsel to prepare a contract consistent with the terms of this candidate’s proposal and authorizes the Executive Director to execute and sign such contract with the selected candidate.

2. All parts of this Resolution are severable, and if any section, 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, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.
APPROVED AND ADOPTED this June 8, 2018

Motion by __________________________, and Seconded by ______________________.

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______________________________  ________________________
Co-Chair Phil Lyman            Co-Chair Jae Potter

ATTEST:

______________________________
Eric Johnson

(COALITION SEAL)
May 25, 2018

The Seven County Infrastructure Coalition
751 East 100 North
Price, UT 84501

Gentlemen:

We respectfully submit this proposal for the Finance Director/Treasurer of The Seven County Infrastructure Coalition. (the “Coalition”)

**Contract Information**

Firm name: Smuin, Rich & Marsing
294 East 100 South
P O Box 820
Price, Utah 84501
(435) 637-1203

Contact Person: Douglas Rasmussen, CPA

**A. PROFILE OF PROPOSED FINANCE DIRECTOR/TREASURER**

The name of our firm is Smuin, Rich & Marsing, Certified Public Accountants. We have an office in Price, Utah and are considered a local accounting firm, although we have clients in many areas of the State of Utah. The make-up of our firm consists of four certified public accountants, six additional accountants, along with clerical and secretarial staff. The firm has two partners, two manager and six senior accountants and two clerical employee. We provide a full range of services including auditing, tax preparation and consulting, write-up accounting services, payroll tax report preparation and computer consulting. We have over 30 years of experience dealing with governmental entities, mostly from an auditing perspective. We currently perform similar services requested in this RFQ for another governmental entity. We are very familiar with QuickBooks reporting, preparing financial reports from QuickBooks and preparing budget reports within the QuickBooks environment.

**B. PROPOSER’S QUALIFICATIONS**

Following, we have indicated the members of our firm and their qualifications that could be involved in the processing of the information for the Coalition, with the final review and inspection performed by Douglas Rasmussen, CPA. With the availability of the members of our firm listed below, we feel we can meet any applicable deadlines.
Douglas Rasmussen, Certified Public Accountant and Partner. Doug is a graduate from the University of Utah with a major in accounting. Doug has 35 years of experience in public accounting with primarily all of it in non-profit and governmental auditing. Doug has also been heavily involved in training on the subject of auditing which included government auditing standards and compliance auditing covering single audits and compliance auditing of Utah State legal requirements.

Greg Marsing, Certified Public Accountant and Partner. Greg is a graduate of Utah State University with a major in accounting. He has 37 years experience working in public accounting. Since graduation, Greg has been involved primarily in non-profit and governmental auditing. He has attended many seminars and training courses centered on auditing. Greg has finished the required AICPA training courses and received a Certificate of Education Achievement from the American Institute of Certified Public Accountants in the area of governmental auditing and accounting.

SuTanna Glover, Senior Accountant. SuTanna holds an associate degree in business and a bachelor degree in accounting. She is also a certified paralegal in the State of Utah. SuTanna has been in the accounting field for 28 years, 7 of those years owning her own business. SuTanna was hired in February 2009 by our firm in the accounting department, but was subsequently moved to strictly auditing, working primarily on governmental and non-profit clients.

Tracy L Ludington CPA. Upon graduating from the BYU Accounting Program in May 2001, Tracy began her career working for Deloitte Tax in Portland, Oregon. During her six plus years at Deloitte, Tracy gained experience in many different areas of tax practice eventually coming to focus on Partnership taxes and low income housing credits. Tracy left Deloitte in October 2007. After a short time in the corporate tax department at Pacificorp, Tracy moved back to Price taking a position with Smuin, Rich & Marsing in July 2008. In the nearly ten years she has been here, she worked in a variety of areas including many areas of tax compliance, accounting write-up and substantial non-profit and governmental auditing.

Nikki Montgomery, Accountant. Nikki has a bachelor’s degree in accounting. She has been working in our office for seven years and contributes her expertise in financial statement preparation, payroll, quarterly payroll reporting and online report submission.

C. MONTHLY FEE FOR SERVICES

Our monthly fee to perform the services identified in the “request for qualifications” will be $1,950 per month.

We appreciate the opportunity to submit this RFQ. If you have any questions, please feel free to contact us.

Sincerely,

SMUI, RICH & MARSING

[Signature]

Douglas Rasmussen, CPA
RESOLUTION NO. 2018-06B
SEVEN COUNTY INFRASTRUCTURE COALITION

June 10, 2018

RESOLUTION EXPRESSING SUPPORT FOR THE SAFE DEVELOPMENT
OF DOMESTIC RESOURCES FOR NUCLEAR ENERGY IN THE UNITED
STATES, AND RELATED MATTERS.

WHEREAS, for more than 100 years the Colorado Plateau in Southeastern Utah has been a recognized world resource for radium and other nuclear minerals, even providing materials for renowned French researchers, Pierre and Marie Currie; and

WHEREAS, in the 1950’s nuclear mineral production on Southeastern Utah became a key component to national security and energy development; and

WHEREAS, the development of nuclear resources within the United States can help assure national security and independence from foreign powers; and

WHEREAS, the Seven County Infrastructure Coalition desires to express its support for the continued domestic development of nuclear minerals and resources to secure our nation’s place as a world leader in this critical field.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to express its unanimous support for the advancement and safe development of nuclear minerals and resources, such as increased milling capacity, which will help assure that our nation is a world leader in this critical field. The Governing Board of the Seven County Infrastructure Coalition which consists of the following Utah Counties - Carbon, Daggett, Duchesne, Emery, San Juan, Sevier and Uintah – directs the Executive Director of the Coalition to transmit this resolution and the Board’s support to the Secretary of the Interior of the United States of America and to other interested governmental agencies.

(SIGNATURES ON FOLLOWING PAGE)
APPROVED AND ADOPTED this June 8, 2018.

Motion to approve resolution by ________________, seconded by _________________.

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______________________________
Co-Chair Jae Potter, Carbon County

______________________________
Co-Chair Phil Lyman, San Juan County

(COALITION SEAL)

ATTEST:

______________________________
Eric Johnson, Clerk and Legal Counsel
RESOLUTION NO. 2018-06C
SEVEN COUNTY INFRASTRUCTURE COALITION
June 8, 2018

RESOLUTION APPROVING REQUESTS FOR QUALIFICATIONS FOR RAIL ENVIRONMENTAL, ENGINEERING AND STB REGULATORY, AND RELATED MATTERS.

WHEREAS, the Coalition continues to examine the potential for connecting the Uinta Basin to the national rail network; and

WHEREAS, preliminary studies indicate that rail may be financially viable, however, not at a level sufficient to attract private investment; and

WHEREAS, the Governing Board of the Coalition desires to further evaluate and explore the possibilities of the best rail route to connect the Uinta Basin to the national rail network somewhere in Colorado, including examining the most likely alignment, environmental study, preliminary engineering and related matters:

NOW THEREFORE, it is hereby resolved by the Governing Board of the Seven County Infrastructure Coalition as follows:

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to approve the publication of requests for qualifications related to rail for in three main areas, 1) Environmental Impact Statement, etc., and 2) Engineering alignment, etc. A draft of the proposed RFQs was presented to the Board as an example for approval, and related matters.
Approved and Adopted this June 8, 2018.

Motion to approve by __________________, seconded by ____________________.

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<td>Daggett</td>
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<tr>
<td>Uintah</td>
<td>Board Member</td>
<td>Yea</td>
<td>No</td>
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______________________________
Co-Chair Phil Lyman

______________________________
Co-Chair Jae Potter

ATTEST:

______________________________
Eric Johnson
REQUEST FOR PROPOSAL

The Seven County Infrastructure Coalition (COALITION) is soliciting proposals from interested concerns for the following:

**Engineering Services**
**Uinta Basin Rail Road**

Sealed offers in **original and ten (10) copies** plus an emailed or electronic copy will be received until **3:00 pm local time (Mountain Time), August 2, 2018.** The envelope used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror’s name.
2. Date and time scheduled for the receipt of offers.
3. Sealed Offer: Uinta Basin Rail Road Engineering Services

The COALITION may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the COALITION.

COALITION may reject any or all offers if such action is in the best interest of COALITION, and the COALITION may waive informalities and minor irregularities in offers received. COALITION may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror’s best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation package.

A pre-bid tele-conference call has been scheduled for July 19, 2018 at 10:00 a.m. Mountain Time. The tele-conference will be held by calling the following number and access code. Phone Number 1-866-906-7447; Access Code 4149729#. Any questions that an offeror desires to have addressed on the pre-bid tele-conference call must be submitted in writing via email by 3:00 p.m. on July 17, 2018 to all of the following: 1) Mr. Michael J. McKee, Executive Director of the Seven County Infrastructure Coalition mmckee@7county.utah.gov and 2) to Mr. Brian Barton of Jones and DeMille Engineering at brian@jonesanddemille.com and 3) to Mr. Eric Johnson of Blaisdell, Church & Johnson, LLC at eric@bcjlaw.net

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit the COALITION to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

Please direct all responses and/or questions concerning this Request for Proposal to each of the following: Mr. Michael J. McKee, Executive Director, Seven County Infrastructure Coalition, at mmckee@7county.utah.gov, and Mr. Brian Barton at brian@jonesanddemille.com and Mr. Eric Johnson at eric@bcjlaw.net
SOLICITATION INDEX

SECTION A  PROJECT OVERVIEW & BACKGROUND INFORMATION
SECTION B  SCOPE OF WORK
SECTION C  PROPOSAL FORMAT & CONTENT
SECTION D  SELECTION PROCESS & AWARD CRITERIA
SECTION E  QUESTIONNAIRE
SECTION F  GENERAL TERMS & CONDITIONS (PROFESSIONAL SERVICES CONTRACTS)
SECTION A

Project Overview

The Seven County Infrastructure Coalition (COALITION) intends to prepare and submit a project application to the Federal Surface Transportation Board (STB) for a new rail line extending from the existing rail line near Rifle, Colorado into the Uinta Basin in Utah, with a terminus near the Roosevelt/Myton areas. In accordance with the National Environmental Act (NEPA), an environmental analysis (most likely an Environmental Impact Statement (EIS)) will need to be conducted for the proposed line extension. The STB will be the lead agency for the line extension EIS process and will oversee the independent third-party Contractor who will complete the EIS.

Prior to the preparation and submission of the application, alternative analysis, conceptual engineering and preliminary environment work should be accomplished to support the application and provide background information for the filing of the application. COALITION plans to award several contracts:

- Engineering Contract to include the production of an alternatives analysis report, conceptual and preliminary engineering. Final engineering and preparation of plans and specifications for the construction of the project may be included at the COALITION’s discretion to be determined at a later date.
- Environmental Contract to support the alternatives analysis report, engineering, public involvement, EIS support, and permit preparation.
- After selection of the COALITION preferred action, a third-party Contractor will be selected to complete the EIS process on behalf of the STB.
- Economic and Financial Feasibility Contract as required to support the EIS and project financing.

Both the Engineering and Environmental contracts are expected to be executed the summer of 2018. The third-party EIS contract is anticipated to be executed towards the end of 2018 or in 2019 in coordination with the STB. The economic/financial feasibility study contract is anticipated to be executed towards the end of 2018 or in 2019.

Contractors or substantial sub-Contractors which are awarded any of the above contracts will be precluded from subsequent awards of the above (i.e., only one contract will be awarded per firm/team). The environmental and engineering contracts will continue throughout the EIS process with individual task order work assigned as required by requests from the STB third-party EIS Contractor during the processing of the EIS. This request for proposal is for the Engineering Contract which includes, but may not be limited to, alternative analysis, conceptual engineering work and task order support of the third-party EIS Contractor. A separate proposal has been issued concurrently for the Environmental Contract.
Background Information

The Seven County Infrastructure Coalition is an independent political subdivision of the State of Utah created under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended. The members of the Coalition consist of Carbon, Daggett, Duchesne, Emery, Sevier, San Juan, and Uintah counties in Utah. The Coalition is an interlocal entity and functions as a public body, separate and independent of its members.

The Coalition’s purpose is to be the implementation and ownership entity allowing its members to build essential regional infrastructure elements. The plan is for the Coalition to identify and plan for, procure the funding for, permit, secure rights-of-way, own, and operate revenue-producing infrastructure assets that will benefit the region. Operation and maintenance of these assets will likely be outsourced to third parties. It is contemplated that arrangements with private sector partners will be made in order to share risks and bring needed expertise to various portions of proposed projects.

All of the seven counties are located in resource rich Eastern and Central Utah. Coming together as a coalition gives the counties economic and political strength. Within the member counties there are some significant geographical challenges which will impact the placement of potential and vital infrastructure elements in the future.

The Uinta Basin is the most populated area within the continental United States that is not now and never has been serviced by rail. For over 100 years various studies and efforts have desired to bring rail service into the Uinta Basin. Since 2001, multiple studies have evaluated the potential for rail services into the Uinta Basin. The tall mountains rimming the Uinta Basin have long restricted all transportation solutions. The Uinta Basin is only accessed by two lane roads without rail or freeway connections. A 2013 study performed for UDOT indicated that if the transportation restrictions persist without improvement, that over a period of 30 years approximately $1Billion per year (approximately $30Billion total) in lost economic benefits will be lost. At least one recent study suggested that rail service into the Uinta Basin may be economically feasible, however, not at a level sufficient to attract private investment. At present, the Coalition is having a second economic feasibility study conducted by the firm of R.L. Banks on the viability of rail into the Basin. The R.L. Banks feasibility study is schedule to be completed by August 3, 2018, with a report to the COALITION Board on August 10, 2018.

It is the desire for the COALITION to be prepared to initiate the STB filing and subsequent NEPA process at or near the end of 2018. After the NEPA process is initiated, the EIS process will require support throughout until a record of decision is made. It is anticipated that this would be in 2021. The COALITION has applied for state and federal grants to fund the EIS effort.

A COALITION executive management committee to oversee the development of this project has been established. It consists of the COALITION’s Executive Director and two COALITION Board members. Responsibility and authority has been delegated to these three individuals who will work as a team to provide project oversight and executive supervision of all aspects of the project.
General Request for Proposal

It is the intent of this contract to procure a professional team to perform alternative analysis, conceptual and preliminary engineering, and related services to support the submission of an application to the STB for a rail line from the Rifle, Colorado area to the Roosevelt/Myton area in Utah and to provide support to the STB’S third party Contractor as requested. In addition, detailed coordination will be required with the Environmental Contractor and feasibility Contractor. The COALITION will prepare the application for submission to the STB and will coordinate the work of all Contractors. This contract will be in three phases. Phase 1 is the work required to support the submission of an application; Phase 2 is work required to support the third-party EIS Contractor and will be directed by individual task order; Phase 3, to be awarded at COALITION’s option, consists of preliminary and final engineering and preparation of bid documents.

The scope of work anticipated is as follows:

**Project Administration:**

The schedule for work under this contract will require close coordination with the COALITION, and other Contractors working on the project. Project status and coordination meetings will occur on a weekly basis for the foreseeable future. Due to this element of the work, the Contractor will provide a project manager and other key personnel locally within the project area (i.e. Uinta Basin). Living expenses associated with providing these personnel will not be reimbursed.

Every other month, or as otherwise scheduled, a briefing will be made by the project team to the project executive committee. Other executives from COALITION will be invited to the briefings. These meetings will initiate with the kick-off meeting, and other scheduled meetings for the following year will be established at this meeting. Minimum mandatory Contractor attendance at these executive briefings will be the project manager and the project principal.

**PHASE 1:**

**Sub Part A: Alternative Analysis**

- The identification of additional potential alignment alternatives and refinement of existing alignment alternatives and design concepts such that they can be adequately evaluated relative to one another.
- The selection of a preferred alignment alternative based upon cost, constructability, hydraulic/hydrologic/river morphology, operative/maintainability, material sourcing, geotechnical, structural, environmental, social-economic, political, and all other considerations.
- Field data recovery and significant coordination with the COALITION environmental consultant, project legal counsel, and property managers.
• To support, coordinate, and supplement the Environmental Contractor as directed.

The deliverable for this effort will be a detailed, defendable and annotated alignment alternatives report to adequately describe the process used in establishing the routes analyzed the process and criteria used in the comparison of route alternatives, the sources of information used in the analysis, and a clear, defendable position as to the preferred route alternative. The report will be supplemented with exhibits and drawings of all the route alternatives including relevant data used in their comparison (e.g. contours, land use, wetland delineations, etc.) and detailed exhibits of the preferred alignments.

**Sub Part B: Conceptual Engineering**

After the selection of a preferred alternative, the conceptual engineering will be accomplished so that an approximate project footprint can be established. A conceptual plan set will be completed and provide to the COALITION as a deliverable. It is anticipated that at least some of the conceptual level design information in the plan set will be generated during the alternatives analysis. The plan set will have photo background using a common sub-1=1000 scale on ANSI B-sized paper, and will include all major aspects of the project including property lines, way-side appurtenances, materials sources, project foot-print, and mitigation areas where defined. Details associated with the project as part of the alternatives analysis portion of the project, including typical sections, general bridge span and foundation details shall also be included. The following is a potential, non all inclusive list of items which will likely need to be generated:

• Typical sections based on identified potential frozen ground conditions
• Typical sections and layouts for access roads and grade crossings as required
• Standard bridge span and foundation arrangement for short-, medium-, and long span bridges. The intent is to have up to three basic bridge designs for the entire project, with specific bridge selection to be site specific.
• Grade separation of highways and other roadways as deemed necessary.
• Signal & communication facilities as directed
• Related system-wide siding locations as directed
• Related system-wide terminal facilities as directed
• Related system-wide track maintenance facilities and equipment as directed
• Mitigation details (habitat, fish passage, etc)
• Preliminary hydrology/hydraulics of structures and development of surface flow patterns as required
• Identification of right-of-way and preparation of exhibits and documents to support acquisition.
Phase 2:

EIS Support

Throughout the STB EIS process, STB and its third-party EIS Contractor will be requesting the applicant’s response to requests for additional information or studies. Requests within the expertise of the Engineering Contractor will be provided to the Contractor by the COALITION on an individual task order basis. The COALITION will provide the Contractor a task order and request an estimated cost of the task order. Scope and estimated cost will be negotiated. The COALITION will provide a notice to proceed on the task order, and the contract revised accordingly.

The provision of conceptual details supporting the EIS is expected to include, but not be limited to:

- Typical sections for standard and special geotechnical or topographic constraints.
- Conceptual bridge plans, elevations, and sections.
- Conceptual crossing details for roadways and other linear facilities (grade separated or at-grade).
- Hydrologic/hydraulic analysis
- Detailed construction phasing and materials/equipment estimates
- Special mitigation concepts
- The generation of details may require technical reports to document their development and justify the conclusions.

In addition, the following services may be issued on a task order basis as needed:

- Specific land research to support possible acquisition beyond apparent ownership and availability of lands
- Aerial photography, mapping, or surveying as required.
- Provide support and supplement as required to the Environmental Contractor as directed.
- The Contractor shall develop an independent estimate of construction cost for the preferred alternative with consideration of recent relative construction costs, remote construction, and technical complexity. The deliverable will be provided in a tabular format with quantities, unit costs, and with written documentation of sources of data and assumptions applied to the proposed project.

PHASE 3: Final Design and Bid Documents

The following additional scope of work may be added by COALITION as an option to this contract during or following the EIS process.
Final engineering including the generation of design plans including final alignment design, bridge type size and location for all structures, plan and layout information for ancillary facilities including, but not limited to, access roads, road and trail crossings, maintenance/operation appurtenances, and preliminary cross sections.

Preparation of Bid documents for the project delivery method for this project has not been determined. Based upon this decision, the final scope of work to provide bid documents will be determined. The project delivery method will likely be the traditional design-bid-build.

Information to be Railroad Supplied:

1.  
2.  

Project Schedule
A preliminary project schedule has been completed and listed below are dates for milestones associated with this project. This schedule may change due to unforeseen circumstances and is included at this time for the benefit of the Contractor to determine availability of prospective team members.

• Notice to Proceed by August 17, 2018
• Project Kick-Off meeting by August 17, 2018
• Preliminary Selection of Preferred Route Alternative and analysis complete November 2, 2018
• Review of Project Details, including conceptual bridge span/foundation designs As directed
• Submittal of Preliminary Alternatives Document November 2, 2018
• Submittal of Final Alternatives Document by December 7, 2018
SECTION C

Proposal Format and Content

The proposal shall be provided in the following format:

1. A signed cover letter of a maximum two (2) pages should introduce the proposed team, summarize the main qualifications of the team, and include any other information the Contractor deems will emphasize the Contractor’s ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to COALITION. The letter shall be signed by the sponsoring officer of the firm, so-called the Project Principal.

2. **Introduction of the Contractor Firm/Team** to include clear delineation of responsibility and recent, relevant firm experience to include a minimum of three references with phone numbers of client contacts with meaningful knowledge of the reference experience. Proposal should show how previous experience will provide value to the proposed project. An organizational chart clearly showing proposed personnel and roles needs to be included.

3. **Introduction of Proposed Project Personnel** to include at a minimum Project Principal, Project Manager, and all other team leads in specific technical areas. Section shall include recent relevant project related experience with a clear understanding of how that experience will provide value to the project. Resume related information shall be limited to no more than one page per person.

4. **Project Approach** by phases to show clear understanding of the project, and the STB EIS process. The proposal should provide insight as to how the contractor proposes to spontaneously respond to requests for information, coordinate with other team members, meet tight deadlines, and provide meaningful conclusions from limited data in constrained timelines.

5. **Sealed price proposal (original proposal only)** to include the anticipated effort associated with Phase 1 (Alternatives Analysis and Conceptual Design) and project management through the end of January 2019. Price proposal shall clearly show the anticipated costs associated with personnel hours, project related direct expenses, and specific deliverables and qualifications. Hourly rates shall be based on the firm’s Federally Audited overhead Rate (FAR) and clearly shown. The firms proposed profit will then be applied to the loaded hourly fees. No premium will be reimbursed for overtime adjustments.

   **Price proposals will be used in the evaluations of submittals and given a 10% weight.**

Proposals shall be concise and succinct. A limited number of appendices can be provided to provide additional information as deemed necessary.
SECTION D

SELECTION PROCESS & EVALUATION CRITERIA

The selection of a Contractor to perform the requested services will be made by committee appointed by the COALITION that will evaluate the proposals in accordance with the criteria specified herein and establish a ranking. The committee will include COALITION staff and professional advisors. Offers will be evaluated on the basis of advantages and disadvantages to the COALITION using the criteria described in this section. The COALITION reserves the right to reject all proposals or request new proposals. Interested firms shall submit an original proposal, containing a statement of qualifications, personnel, and proposed project approach.

Process Overview COALITION will be conducting the selection process in the following stages:

1. An Evaluation/Selection Committee appointed by the COALITION shall evaluate all responsive Proposals. The COALITION reserves the right to select the top ranked firm based on the scoring of the proposals.

2. The Evaluation/Selection Committee will perform the evaluation in accordance with the criteria listed in this section. COALITION, at its discretion, may request oral presentations from the short-listed candidates. Oral Presentations will be scheduled at COALITION's Board meeting on August 10, 2018, located at 751 E. 100 N. Price, Utah 84501. Oral Presentations should not exceed 10 minutes to allow for questions from the Coalition Board. The consulting team will have an opportunity to summarize the information in the written proposal and answer additional questions from the Coalition Board. Additional information about the interviews will be provided to the selected candidates. The Final selection will be based on all the material presented. Ranking used to select the short-listed firms may or may not carry forward into the interview stage. After interviews are complete, the COALITION will rank the teams as first, second, etc.

3. Upon approval of a proposal, the Executive Director will negotiate the final terms of the contract and a notice to award will be made to the apparent successful contractor.
Evaluation Criteria

Proposals shall be evaluated based on the following factors and weighting.

- **EXPERIENCE (40 Points Possible):** The professional and technical qualifications and experience of the personnel proposed for key project functions specifically applicable to railroad alignment planning design and construction, generation of planning and environmental documents, bridge planning, design and construction, and experience in Utah and/or with remote site construction.

  Firm/Team Technical Experience 10 Points  
  Personnel Technical Experience 20 Points  
  Personnel Experience in Utah 5 Points  
  Personnel Experience on Firm/Team Referenced Projects 5 Points

- **PROJECT APPROACH (45 Points Possible):** The Firm’s proposed approach to the project. Specifically, how the firm intends on identifying and analyzing the route alternatives, facilities planning, and conceptual design. How the firm intends to manage uncertainty associated with data inputs. The Firm’s plan and/or proven ability to spontaneously meet expectations, tight deadlines, and uncertainty considering the dynamic environment generally consistent with a railroad project of this nature.

  Apparent understanding of the project 5 points  
  Apparent understanding of the STB EIS process 5 points  
  Approach to completing the Alternatives Analysis 15 points  
  Approach to respond to information requests 15 points  
  Approach to coordinating and communicating w/team members 5 points

- **COMPLETENESS AND QUALITY OF PROPOSAL (5 Points):** This evaluation criterion does not require a response. Points for this criterion will be awarded based on the quality of the submitted document, adherence to the requirements of the RFP, and the general adequacy of the submittal.

- **PRICE (10 Points Possible).** The Firm’s proposed cost for Phase One and Phase Two.

Successful Contractor shall provide the COALITION with rates and proof of insurance during the intent to award period.

The Contract to be awarded will include all work required under Phase 1 and 2 as described in Appendix A, iScope of Services. Phase 3 work, to be exercised by the COALITION at their discretion, will be included in the Contract as an option to be successfully negotiated with the Contractor, and the Contract revised accordingly.
SECTION E

QUESTIONNAIRE
(Revised 2-27-06)

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of non-responsiveness and/or non-responsibility.

Business Name: _________________________________________________________________

Street Address: _________________________________________________________________

Mailing Address if Different: ______________________________________________________

City: __________________ State: _______________ Mailing Zip: ______________

Telephone: ______________ Fax: __________ E-Mail: _____________________________

Date Firm Established: __________________________________________________________

How many years has the business been under the above name? _______________________

Previous business name(s) if any: _________________________________________________

Federal Tax ID Number: _________________________________________________________

Business License Number: _______________________________________________________

Contractor License Number (For Construction): ______________________________________

Bid Acceptance Period ____________ Days. (Bids providing less than thirty-day (30) calendar days for acceptance may be considered non-responsive and may be rejected.)

Discount for prompt pay __________ % __________________ days.

List any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation

______________________________________________________________________________

______________________________________________________________________________

Continued on the next page

Page 1 of 2
Form 395-0136
List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client’s name, contract amount, contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.

<table>
<thead>
<tr>
<th>Clients name, Contact person, Contact info.</th>
<th>Description of Work and Contract Amount (telephone, fax, and email)</th>
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</tbody>
</table>

List any other business related experience:

Are you acting as a broker or the primary supplier in this transaction?
- [ ] Broker
- [ ] Primary Supplier

Business Information (Please check all that apply):
- [ ] The business is Individual
- [ ] The business is a Partnership
- [ ] The business is a Non-Profit
- [ ] The business is a Joint-Venture
- [ ] The business is a Corporation incorporated under the laws of the State of
- [ ] The business is full-time
- [ ] The business is part-time
- [ ] The business is not a certified Disadvantaged Business (DBE)
- [ ] Business is a certified DBE
- [ ] DBE was certified by State DOTPF
- [ ] DBE was certified by the Municipality of Anchorage
- [ ] Business is an 8(a)/WBE/MBE and is certified by SBA
- [ ] Business was certified by ____________________________
- [ ] DBE Certification # is ____________________________

Firms Annual Gross Receipts:
- [ ] <$500,000
- [ ] $500,000 - $999,999
- [ ] $1,000,000 - $4,999,999
- [ ] $5,000,000 - $9,999,999
- [ ] $10,000,000 - $16,999,999
- [ ] >$17,000,000

Completed by: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________

Page 2 of 2, Form 395-0136
SECTION F

GENERAL TERMS AND CONDITIONS
(Professional Service Contracts)
(Revised 06/10/18)

1. Definitions.

iCOALITIONî shall mean the Seven County Infrastructure Coalition.

iContractorî shall mean the person or entity entering into the contract to perform the work or services specified therein for COALITION.

iContractî shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

iServicesî shall mean any work, direction of work, technical information, technical consulting or other services, including but not limited to design services, analytical services, consulting services, construction management services, engineering services, quality assurance and other specialized services furnished by Contractor to COALITION under the contract.

2. Inspection and Reports. COALITION may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of COALITION Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times COALITION reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of COALITION's Procurement Rules, which by this reference are hereby incorporated herein.


4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
4.2 The Contractor shall cooperate fully with COALITION efforts which seek to
deal with the problem of unlawful discrimination, and with all other COALITION efforts to
guarantee fair employment practices under this contract, and promptly comply with all
requests and directions from the State Commission for Human Rights or any of its officers
or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a
witness in any proceeding involving questions of unlawful discrimination if that is requested
by any official or agency of the State of Alaska; permitting employees of the Contractor to
be witnesses or complainants in any proceeding involving questions of unlawful
discrimination, if that is requested by any official or agency of the State of Alaska;
participating in meetings; submitting periodic reports on the equal employment aspects of
present and future employment; assisting inspection of the Contractor's facilities; and
promptly complying with all State directives considered essential by any office or agency
of the State of Alaska to insure compliance with all federal and state laws, regulations, and
policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the
contract.

5. Cancellation/Termination.

5.1 COALITION may, for its sole convenience, cancel this contract in whole or
in part, at any time by giving written notice of its intention to do so. In the event of such
cancellation, Contractor shall be entitled to receive payment in accordance with the
payment provisions of this contract for services rendered or charges incurred prior to the
effective date of termination. Contractor shall not be paid for any work done after receipt
of a notice of cancellation or for any costs incurred by Contractor's suppliers or
subcontractors which Contractor could reasonably have avoided. In no event shall
COALITION be liable for unabsorbed overhead or anticipatory profit on unperformed
services.

5.2 In addition to COALITIONís right to cancel this contract for its convenience,
COALITION may, by written notice of default to Contractor, terminate the contract in whole
or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract,
or fails to make progress so as to significantly endanger timely completion or performance
of the contract in accordance with its terms, and Contractor does not cure such default
within a period of ten (10) days after receipt of written notice of default from COALITION
or within such additional cure period as COALITION may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractorís
expected performance and Contractor fails to furnish adequate assurance of due
performance (including assurance of performance in accordance with the time
requirements of the contract) within ten (10) days after receipt of a written request by
COALITION for adequate assurance; or
(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to COALITION all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as COALITION may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to COALITION. The rights and remedies of COALITION provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. **No Assignment or Delegation.** The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of COALITION. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of COALITION. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. **Independent Contractor.** The Contractor's relationship to COALITION in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of COALITION.

8. **Payment of Taxes.** As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by COALITION under this contract.

9. **Ownership of Work Product.** Except for items that have preexisting copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by Contractor to COALITION in the performance of this contract (collectively Work Product) shall become the property of COALITION and may be used by COALITION for any other purpose without additional compensation to the Contractor. Contractor hereby grants COALITION an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to make, use and sell all proprietary and confidential information, trade secrets, patent rights, copyrights, and other intellectual property that may be partially or completely, directly or indirectly, incorporated into, integrated with or used in any of Contractor's Work Product for COALITION. Should COALITION elect to reuse said Work Product, COALITION shall indemnify, hold
harmless and defend Contractor and its subcontractors against any damages or liabilities arising from said reuse. When Work Product produced by the Contractor and its Subcontractors under this Contract are reused by COALITION, the Contractor's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Contractor hereby represents and warrants to and for the benefit of COALITION and its successors and assigns that no part of its work product for COALITION will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Contractor does not have the unqualified right to grant COALITION the license and sublicensing rights referred to above. Contractor shall defend, indemnify and hold harmless COALITION, its successors and assigns, and their respective representatives, agents and employees from and against, any and all claims, defenses, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Contractor or any other person which arises out of, results from or is based upon the manufacture, use or sale by COALITION or any of its successors or assigns of any of Contractor's work product for COALITION. COALITION shall have the right to select its legal counsel and control its defense in any litigation resulting from any such claim.

10. **Governing Law.** This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

11. **Alaska Executive Branch Ethics Act Requirements.** No officer or employee of the State of Alaska or of the COALITION and no director of the COALITION or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise there from. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with COALITION employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

   1. there is no violation of any law or generally accepted ethical standards;
   2. the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
   3. the gratuity is of limited value (less than $150) and could not be construed as a bribe, payoff or deal; and
   4. public disclosure would not embarrass COALITION.
COALITION may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

12. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of COALITION and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of COALITION. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of COALITION. COALITION shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor’s agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given COALITION prior notice of the potential hazard and COALITION has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given COALITION prior notice of such and COALITION has had an opportunity to contest the same in a court of law); or (4) Contractor’s defense against claims arising from performance of services under this contract.

13. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, COALITION may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

14. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by COALITION, Contractor shall, at a minimum, re-perform the work at no cost to COALITION and shall reimburse COALITION for any additional costs that may be incurred by COALITION or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to re-perform the work, or if COALITION determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, COALITION may correct such unsatisfactory work itself or by the use of third parties and
charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. **Warranty.** In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

16. **Indemnification.** Contractor shall defend, indemnify and hold COALITION harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney’s fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor’s aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of COALITION. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of COALITION, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term “independent negligence” is negligence other than COALITION’s selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor’s work.

17. **Insurance.** Without limiting Contractor’s indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor’s policy contains higher limits, COALITION shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the COALITION contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor’s services.

17.1 **Workers’ Compensation Insurance:** The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker’s compensation insurance as required by applicable law. The Contractor shall be responsible for worker’s compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer’s liability protection not less than $100,000 per person, $100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.
17.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than $1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. Said policy shall name COALITION as an additional insured and contain a waiver of subrogation against COALITION and its employees.

17.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than $100,000 per person/$300,000 per occurrence bodily injury and $50,000 property damage. Said policy shall name COALITION as an additional insured and contain a waiver of subrogation against COALITION and its employees.

17.4 Professional Liability (E&O) Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to COALITION. Limits required are per the following schedule:

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<td>Over $1,000,000</td>
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18. COALITION’s Rights Not Waived by Payment. No payment made by COALITION shall be considered as acceptance of satisfactory performance of Contractor’s obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

19. Nonwaiver. A party’s failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the non-breaching or non-defaulting party by any other provisions of this contract, or by law.

20. Savings Clause. If any one or more of the provisions contained in this contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight
in the interpretation or construction of the provisions of such sections or paragraphs.

22. **Forum Selection.** The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

23. **Conflict of Interest.** Contractor shall act to prevent any actions or conditions which could result in a conflict with COALITION's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with COALITION's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

24. **Publicity.** Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the COALITION.

25. **Audit.** COALITION has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of COALITION Procurement Rule 1600.10.

26. **Internal Controls and Record Keeping.** Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

27. **Force Majeure.** Neither COALITION nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

28. **Permits and Licenses.** The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the COALITION to obtain the same.

29. **Environmental Protection.** When performing all obligations under the contract, Contractor shall comply with all specific instructions of COALITION with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

30. **Set Off.** COALITION has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming
due under this contract.

31. **Observance of Rules.** The contractor’s personnel performing work or services hereunder on COALITION’s premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

32. **No Third-Party Beneficiary Rights.** No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

33. **Entire Agreement.** This contract represents the entire and integrated agreement between COALITION and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both COALITION and the Contractor.
RESOLUTION NO. 2018-06F
SEVEN COUNTY INFRASTRUCTURE COALITION

June 10, 2018

RESOLUTION EXPRESSING SUPPORT FOR THE SAN JUAN COUNTY STRATEGIC PLAN, INCLUDING TRAILS, AND RELATED MATTERS.

WHEREAS, the San Juan County strategic plan focuses on: Broadband, Transportation, Diversity, Business Expansion, and Celebration of culture and heritage; and

WHEREAS, San Juan County is applying for a BEAR grant for trails; and

WHEREAS, trails can provide significant opportunities for recreation for San Juan County residents and for economic opportunities to attract visitors from outside of the county; and

WHEREAS, the Seven County Infrastructure Coalition desires to express its support for the San Juan County and its BEAR grant application for trails, in particular, and for its strategic plan, in general.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to express its unanimous support for the San Juan County strategic plan, including a BEAR grant application for trails. The Governing Board of the Seven County Infrastructure Coalition which consists of the following Utah Counties - Carbon, Daggett, Duchesne, Emery, San Juan, Sevier and Uintah – directs the Executive Director of the Coalition to transmit this resolution and the Board’s support to both the Utah Governor’s Office of Energy Development and to the Colorado Office of Energy and to other interested governmental agencies and private entities.
APPROVED AND ADOPTED this June 8, 2018.

Motion to approve resolution by _______________, seconded by ________________.

SEVEN COUNTY INFRASTRUCTURE COALITION         VOTING:

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______________________________
Co-Chair Jae Potter, Carbon County

______________________________
Co-Chair Phil Lyman, San Juan County

(COALITION SEAL)

ATTEST:

______________________________
Eric Johnson, Clerk and Legal Counsel
RESOLUTION NO. 2018-06E
SEVEN COUNTY INFRASTRUCTURE COALITION

June 10, 2018

RESOLUTION EXPRESSING SUPPORT FOR THE WESTERN STATES NATURAL GAS INITIATIVE, INCLUDING JORDAN COVE LNG PORT, AND RELATED MATTERS.

WHEREAS, the Uinta and Piceance Basins produce a significant amount of natural gas, which has sold at a discount compared to the Henry Hub spot price in 2017; and

WHEREAS, the Utah Governor’s Office of Energy Development and the Colorado Office of Energy are jointly working together to evaluate how to better access additional markets for natural gas, including the Pacific Rim; and

WHEREAS, currently a proposed port facility in the Coos Bay, Oregon area known as the Jordan Cove LNG facility is being considered together with facilities to economically transport LNG to the proposed port; and

WHEREAS, the proposed port would be the first LNG facility on the Pacific Coast to open access to Rocky Mountain natural gas to the Pacific Rim markets;

WHEREAS, natural gas is an important mineral produced in the Seven County Infrastructure Coalition; and

WHEREAS, improved transportation infrastructure should result in increased revenues to Utah state and local governmental bodies, which are derived from sources such as severance taxes, mineral lease revenues, SITLA revenues, etc.

WHEREAS, based on research and studies performed by the Seven County Infrastructure Coalition or for governmental bodies within the Coalition boundaries, improved transportation and handling infrastructure can be expected to not only increase the amount of production of minerals within Utah, but to also increase the amount paid per unit for the production or mining of such resources: and

WHEREAS, the Seven County Infrastructure Coalition desires to express its support for the study and development of infrastructure, in particular the Western States Natural Gas Initiative, to enhance both the price of natural gas produced within Utah, as well as the amount of natural gas produced in Utah.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to express its unanimous support for the research, advancement
and responsible development of improved transportation and handling infrastructure for natural gas produced in the Uinta Basin and in the Piceance Basin, including the Western States Natural Gas Initiative and the Jordan Cove LNG facilities, which will help assure additional markets for natural gas and should enhance the prices paid for natural gas produced in Utah. The Governing Board of the Seven County Infrastructure Coalition which consists of the following Utah Counties - Carbon, Daggett, Duchesne, Emery, San Juan, Sevier and Uintah – directs the Executive Director of the Coalition to transmit this resolution and the Board’s support to both the Utah Governor’s Office of Energy Development and to the Colorado Office of Energy and to other interested governmental agencies and private entities.

APPROVED AND ADOPTED this June 8, 2018.

Motion to approve resolution by ______________, seconded by ________________.

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______________________________
Co-Chair Jae Potter, Carbon County

______________________________
Co-Chair Phil Lyman, San Juan County

(COALITION SEAL)

ATTEST:

______________________________
Eric Johnson, Clerk and Legal Counsel
COALITION PROGRESS SUMMARY
June 2018 Board Meeting

Date: June 8, 2018
From: Brian Barton, PE; Michael Hawley, PE; Daniel Hawley, PE

Below is a summary of Coalition projects and the exciting progress made over the past month along with focus areas moving forward through July 2018 with each project. Budget estimates are on a month basis.

PETROLEUM PIPELINE | 1610-304
A draft executive summary document has been completed for this project outlining the work which has been completed to date. Other work related to this project has slowed down. Some additional work by HDR was completed as part of finishing up work on the executive summary. Further discussions regarding project feasibility, as it relates to other transportation projects, are anticipated in the next couple of weeks.

EASTERN UTAH REGIONAL CONNECTION | 1606-265
Partnering meetings are ongoing. The project team continues to discuss public outreach efforts and strategies. The project timeline has been delayed a few months based on local needs.

LELAND BENCH UTILITIES | 1711-271
Work on this project over the next few weeks will include working with Vince Memmot with Uintah Advantage to confirm the design demands for the power, water, and gas utilities. In a phone call with the week of June 1, 2018 Vince provided numbers for the three power utilities relating to Phase 1 and that additional engineering on their end is needed for Phase 2 (Full Buildout). Schedule for this project is to have utilities to the upgrader site by 2nd quarter of 2021.

Our team is working with Bowen Collins (BCA) to define the water pipeline engineering scope assignments. BCA is a carry-over from work previously completed in the area.

We have coordinated with Don Hamilton (StarPoint) regarding potential natural gas alignments to the upgrader and costs associated with power generation at the Upgrader site.

Ongoing discussions with utility providers including Moon Lake Electric, and the Ute Tribe are needed to determine the best options for the power line and who would be provided the power to the area.

The Gas and Water utility projects will be treated as additional phases for this overall project. Concept planning is underway to review scope, schedule, and cost for each utility.
We have worked to develop various maps for the different utilities and spoken with interested energy development partners who could become additional customers for the utilities.

This project will continue to be a primary focus over the next month.

**Uinta Basin Rail Line | 1803-227**
This project continues to be a primary focus for the technical team. Including coordination with the AGNC. We are providing support to RL Banks as they perform a financial feasibility analysis on the rail line. Conceptual alignment drawing files and GIS data has been shared with them. We will also be working to update technical design criteria prepared for this project.

Our team is compiling a scope, schedule, and cost breakdown of the tasks included in the $30M request to CIB. Ongoing federal funding coordination with Pam Juliano will continue to set the stage for progress as the RL Banks study is completed by early August.

Project is a priority focus.

**CATEGORY 8, ONGOING SERVICES | 1612-013**
There are various phases associated with the ongoing services project for the Coalition. Below is a summary of the primary phases underway for the past month as well as efforts anticipated over the next few weeks:

- **Technical and Board Tools:**
  This project consists of several phases and includes work for initial project review through the scoring matrix. We have been putting much of our efforts into updating the Coalition website to reflect new projects being reviewed by the Coalition such as the Uinta Basin Rail and Ridge Road. Discussions on these projects are preliminary and more information is needed to perform an in-depth review of the projects.

  Ongoing website updates are in progress to provide more detailed information to the board and educate the public on projects and Coalition direction.

- **Ridge Road:**
  This project has not been a high priority focus, additional outreach to Carbon county is required to move this project forward. The County is holding discussions with UDOT regarding potential funding solutions. Federal funding is also being seriously considered.

- **Thorium:**
  Our team continues to work with molten salt power generation entities and local governments to determine the most feasible locations for such a facility within the Coalition boundary, based on infrastructure availability. We will work with Dr. Memmot with BYU to prepare a technical memo showing project assumptions and work completed for this concept project.
➢ Daggett & Uintah Trails Plan:
Ongoing technical coordination is anticipated with the project delivery team of Civco and Sunrise. We look forward to their report in Board meeting.

➢ CIB Coordination:
We are working to find ways to deliver information to CIB board members to keep them up to speed more efficiently. Project applications will be reviewed, discussed, and presented to the CIB in coming months.

➢ General Technical and Strategic Support for Executive Director:
We continue to provide general support for Director McKee for presentations, outreach, funding partner development, technical needs, mapping, etc. Many meetings have been held with key producers, funding agencies, property owners, and other entities to accelerate the success of the Coalition’s projects.

We appreciate the opportunity to work with the Seven County Infrastructure Coalition as it works to improve economies and infrastructure throughout its boundaries and beyond. Please feel free to contact us with any questions.
RESOLUTION SELECTING MUNICIPAL ADVISOR, AND RELATED MATTERS.

WHEREAS, the Coalition distributed and published a request for qualifications for a municipal advisor; and

WHEREAS, the Coalition received more than one response from qualified candidates, which responses were provided to the Governing Board; and

WHEREAS, the Coalition Board selected Zions Bank Public Finance as its preferred choice; and

WHEREAS, Zions Bank Public Finance has withdrawn from consideration as the municipal advisor to the Coalition; and

WHEREAS, the other top candidate for municipal advisor was Lewis Young Robertson and Burningham:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby selects Lewis Young Robertson and Burningham as the municipal advisor for the Coalition and directs legal counsel to prepare a contract consistent with the terms of this candidate’s proposal and authorizes the Executive Director to execute and sign such contract with the selected candidate.

2. All parts of this Resolution are severable, and if any section, 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, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.
APPROVED AND ADOPTED this June 8, 2018.

Motion by ______________________ and Seconded by ___________________.

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______________________________  Co-Chair Phil Lyman
______________________________  Co-Chair Jae Potter

ATTEST:

______________________________  Eric Johnson

(COAALITION SEAL)
RESPONSE TO PROPOSAL FOR
FINANCIAL ADVISORY SERVICES
FOR
SEVEN COUNTY INFRASTRUCTURE COALITION, UTAH

JANUARY 4, 2018
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Lewis Young Robertson & Burningham, Inc. (LYRB) is grateful for the opportunity to respond to the Seven County Infrastructure Coalition’s (the “Coalition”) Request for Proposals for Municipal Advisor Services (the “RFP”). We are excited about the prospect of assisting the Coalition as you work to help the member counties further economic development opportunities in their areas of the state. Having worked with several towns, cities, and counties over the last twenty-three years on various aspects of economic development, we are confident that we have the expertise to assist the Coalition and its members in analyzing the community benefits of potential projects. Additionally, we know how to access and utilize the array of tools that can provide financial support for infrastructure, or those that can be used to incentivize development and increase the likelihood of those economic development projects coming to the Coalition counties. We are pleased that many municipalities and government entities within the Coalition have valued our expertise and independence in the past and we hope to have the opportunity to continue to provide our high level of service to the Coalition.

With my involvement on the Board of the Utah Energy Infrastructure Agency (UEIA) I am well aware of the goals and objectives of the Coalition and know that we can work well as a team to meet the needs of your organization.

Our firm has long been recognized as the premier financial advisory and consulting firm for local governments in the State of Utah due to our independence and broad experience base, particularly with counties, cities, towns and special districts. We have a long history of successful conclusions to a variety of economic development analysis and financing. We pride ourselves on delivery of the best financial solutions for our clients no matter what challenges may be presented. We take our financial advisory fiduciary role very seriously and work diligently to add value through comprehensive analysis of options and seeking creative solutions to enhance the Coalition’s mission of assisting its members. We work to explore all viable options, seeking to ensure the projects supported and any related financings are completed at the lowest overall cost and on the most favorable terms.

Because our independence is critical to our ability to best serve as the Coalition’s Fincial Advisor, we never act as an underwriter or direct purchaser of municipal bonds. Hiring LYRB as the
Coalition’s Financial Advisor will not eliminate other qualified firms that can serve the Coalition and its members in those capacities. Given the unique nature of some of the potential transactions for economic development in rural communities, this is of particular interest in this instance as the direct purchase of Coalition project financings by banks is likely to be a large part of any work performed by the Coalition’s Financial Advisor.

Some of the key considerations in hiring LYRB are:

- We understand the Coalition and its goals and objectives
- We have a depth of understanding on economic development transactions that is unrivaled by any other firm domiciled in Utah.
- We have prepared analytical models for several clients seeking to understand the potential impacts of various types of developments. We know it is important not only to look at projected revenues to the local government, but also to take into account the impacts on local government services and any related costs in this area.
- We are truly independent and never act in the role of bond purchaser or underwriter;¹
- LYRB’s public finance bankers represent a team with extensive local government finance experience.
- LYRB has a long history of serving cities, counties and other government entities throughout Utah in a wide variety of financing transactions.
- We have a depth of experience working with multi-agency groups.
- We serve as your fiduciary and provide comprehensive analysis of all financing options to make certain your debt (Bonds or Notes) is structured and priced at competitive market rates;
- We will take a long-term view of the Coalition’s objectives across the broad base of its membership. We are not single-transaction oriented.
- We seek to address as many issues as practical that may impact economic development location such as infrastructure needs, political climate and support, as well as financing options;
- We work as an integrated resource for the Coalition and its member counties alongside officials and administrative staff;
- We employ a team-approach within our internal corporate culture. This provides both breadth an depth of expertise for the Coalition to call upon;
- We understand, and have exhibited, how to communicate and educate Board Members and County Commissioners, as well as constituents on economic development and financial matters;
- We actively apply our core belief that the key to the best solutions for our clients is to first fully understand their short-term and long-term needs and objectives so we can utilize the tools at our disposal to assist in achieving those goals; and
- We have a proven track record as innovators in providing expanded services that benefit our clients.

¹ The Securities and Exchange Commission forbids firms from acting as both FA and bond purchaser or FA and underwriter on the same transaction due to the inherent conflict of interest. LYRB never acts as bond purchaser or underwriter on any transaction.
Given our high level of customer care, we encourage you to contact our clients for references and can provide a comprehensive list of other contacts should you request them.

LYRB has been an innovator in expanding services to local governments over the years, such as tax-increment studies, transient room tax studies, sales tax leakage studies, assessment bond administration, impact fee analysis, utility rate studies and, notably, long-range and strategic financial planning, among others. As a pioneer in providing these services, we have a more fully developed and comprehensive understanding of how all these components fit together to benefit our clients.

The Seven County Infrastructure Coalition will best be able to meet its objectives and goals by selecting an experienced, dynamic financial advisory and consulting team to help educate its members on options available to them to assist with economic development opportunities in their communities, assisting with analysis regarding those opportunities and in delivering the best financial solutions for those projects in need of that assistance. My professional colleagues and I, will work diligently to exceed your expectations if we are given the opportunity to work alongside you.

Respectfully submitted,

Laura D. Lewis
Principal/Owner
Lewis Young Robertson & Burningham, Inc.
41 N. Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone: (801) 596-0700
E-mail: laura@lewisyoung.com
SECTION II: MUNICIPAL ADVISOR LEAD

DESCRIBE YOUR QUALIFICATIONS, EXPERIENCE, CAPABILITIES, AND AVAILABILITY OF THE LEAD ADVISOR THAT WOULD BE AVAILABLE FOR AND ASSIGNED TO ASSIST WITH THIS CONSULTATION.

DESCRIBE ANY UNIQUE QUALIFICATIONS HE/SHE MAY BRING TO THIS CONSULTATION.

LAURA D. LEWIS, PRINCIPAL AND OWNER

Laure Lewis, a founding principal and owner of Lewis Young Robertson & Burningham, Inc., will serve as the Lead Advisor for the Coalition.

Ms. Lewis founded Lewis & Young, the predecessor to Lewis Young Robertson & Burningham, Inc., in July 1995. During her career in public finance, which started in the late ’80s, she has structured well over two billion in tax-exempt and taxable municipal bond transactions for local governments in Utah helping to facilitate the construction of numerous capital projects, as well as facilitating land and equipment acquisition needs, and numerous transactions facilitating development through the use of both special assessment and tax increment bonds.

During the course of her career in public finance she has assisted numerous cities, towns, counties and special districts in Utah with their financing and consulting needs. Ms. Lewis serves directly as Financial Advisor to over one third of the State’s twenty most populous cities.

UNIQUE QUALIFICATIONS AND EXPERIENCE

Ms. Lewis worked for several years in the Mortgage Lending industry and has a good depth of understanding regarding land back transactions.

Throughout her career, Ms. Lewis has been known to undertake and successfully complete financing for some unique and very challenging projects financed by local governments in the state of Utah. Some of these are briefly described below;

- Maverick Center in West Valley. This transaction was financed utilizing three types of bonds in order to arrive at the best overall financing structure. Bonds included Building Authority Bonds wherein the physical facility serves as security to the bonds, an RDA Tax Increment Bond for the parking and other infrastructure and a unique bond secured solely by the USOC lease agreement to use the facility during the 2000 Winter Olympics. Required negotiations with the owner of the Grizzlies Hockey Team.

- Dixie Convention Center (and Wildlife Museum): Funded through an Interlocal Cooperative Structure wherein the County and City each committed a separate source of revenues for repayment while the bonds were secured by the physical facility using a Building Authority Structure. Required analysis of potential sales tax revenue generation in the City and transient room taxes for the County.

- Bingham Junction Development in Midvale; Infrastructure financed pledging Tax Increment Revenues as security even though no tax increment had been generated at the time by having the City enter into a pledge agreement to support the transaction with Sales Tax if ever needed. Sales taxes have not been used to make repayment as tax increment has been sufficient to repay the bonds. Original transaction followed up a few years later by a more complex subordinated transaction to facilitate a special development within the RDA.
○ Ogden City Junction Development: Similar structure to what is noted above for Midvale, however Ogden preferred to pledge franchise fees to repay bondholders if tax increment were ever to be insufficient.

○ Multiple Large Raw Land Assessment bonds; Variety of structures utilized to make certain developers had 'skin in the game' so as to reduce the potential of delinquent assessment payments (South Jordan, Eagle Mountain, Herriman, Mt. Regional Water SSD, Military Installation Development Authority (MIDA), Weber County & others).

○ South Jordan City; Direct developer lending by the RDA to facilitate Class-A High Rise office building construction. Analyzed strength of company financials and structured a transaction with a personal guarantee also supported by first trust deed positions in other real estate owned by the developer.

○ Utah Infrastructure Agency (UIA) Fiber to the home project; an Interlocal Cooperative was formed to facilitate the financing. Ms. Lewis recently completed a transaction secured by the fiber system revenues and in part by a Service Agreement that provides limited access to franchise fee revenues of its participating members.

Working every year on unique transactions where, in many cases, local governments and corporations are working jointly to facilitate various developments Ms. Lewis knows how to deploy all of the financing tools that are available to local governments under Utah law.

Ms. Lewis’ service on the UEIA board has provided her with a much deeper understanding of the challenges faced by rural counties in Utah and is well versed about funding support that can be provided by the state through various programs including UEIA, EDCU, CIB and others.

Indicative clientele includes West Valley City, Orem City, Midvale City, Ogden City, Riverton City, Taylorsville City, and Layton City
SECTION III: TEAM MEMBER QUALIFICATIONS

DESCRIBE THE QUALIFICATIONS, EXPERIENCE, CAPABILITIES, AND AVAILABILITY OF EACH OF THE KEY MEMBERS OF THE TEAM THAT WOULD BE AVAILABLE FOR AND ASSIGNED TO ASSIST WITH THIS CONSULTATION.

DESCRIBE ANY UNIQUE QUALIFICATIONS HE/SHE MAY BRING TO THIS CONSULTATION, INCLUDING EXPERIENCE WITH AND COMMITMENT TO RURAL COMMUNITIES.

In addition to Laura Lewis serving as the Lead Advisor on for the Coalition’s Financing Team, the other key team members are Jason Burningham, David Robertson and Fred Philpot. A brief description of the relevant qualifications, experience, capabilities and availability of each key member follows.

Copies of the resumes of each of the Team Member are included as Appendix A.

LYRB SENIOR STAFF (YEARS OF MUNICIPAL FINANCE & CONSULTING EXPERIENCE)*

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<tr>
<td>Laura D. Lewis</td>
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<tr>
<td>Jason W. Burningham</td>
<td>26</td>
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<tr>
<td>David Robertson</td>
<td>18</td>
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<tr>
<td>Fred Philpot</td>
<td>11</td>
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<td>Total</td>
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*Inclusive of municipal finance experience with other firms

JASON BURNINGHAM, PRINCIPAL AND OWNER

Mr. Burningham is the managing principal and owner of Lewis Young Robertson & Burningham, Inc. (LYRB), the premier financial advisory and municipal consulting firm located in Salt Lake City, Utah. Over the course of the past two decades, Mr. Burningham has led the initiative to develop and create a full-service financial consulting and advisory practice focusing on local governmental entities. Mr. Burningham has two core practice areas: municipal advisory services and financial/economic analyses.

Mr. Burningham currently serves as financial advisor to scores of local municipalities, counties and special districts. Over the past decade, Mr. Burningham has successfully coordinated the structuring of nearly $4.85 billion representing more than 350 transactions including general obligation, revenue, lease revenue, tax increment, and special assessment bonds.

In addition to his financial advisory practice, Mr. Burningham has specialty expertise in: i) user rate and cost of service studies, ii) economic/fiscal impact analyses, iii) impact fee analyses (complying with State law), iv) comprehensive financial sustainability planning, and v) redevelopment consulting and applications. He currently represents many high growth and development impacted areas throughout the State of Utah, including: St. George City and the surrounding areas of Washington County, southern Davis County communities including: Bountiful, Centerville, North Salt Lake, Woods Cross and West Bountiful, northern Utah County (Lehi, Alpine, Pleasant Grove, Lindon and American Fork), and Salt Lake Valley communities such as, Sandy City, Herriman, Cottonwood Heights, South Salt Lake, Salt Lake City, Holladay and the newly incorporated city of Millcreek.

UNIQUE QUALIFICATIONS AND EXPERIENCE

- Development of Comprehensive Financial Sustainability Plans to assist local governments in prioritizing capital projects, identifying methods of repayment, and modeling of multi-year cash flows.

- User rate and impact fee services which includes modeling of all future revenues, expenditure, and capital outlay for each government and business-type fund.
Structuring and marketing of debt for many local governments including General Obligation Bonds, Utility Revenue Bonds, Excise Tax Bonds, Special Assessment Bonds, and other local government bonds. This has included marketing bonds in the public and private markets.

Credit shaping services including the development and implementation of plans to qualify, enhance, and/or secure an investment grade credit rating from the major credit agencies. Economic development services including the creation of tax increment financing districts and community reinvestment areas (CRAs). Development of incentive packages and coordination of State incentives.

DAVID ROBERTSON, VICE PRESIDENT
Mr. Robertson began his experience in the bond business in 2000 when he joined Lewis Young Robertson & Burningham, Inc. He works closely with special districts, cities, counties, and school districts. Mr. Robertson’s responsibilities include client relations, quantitative analysis, debt structuring, creating interactive spreadsheets, coordinating ratings, maintaining liquidity facilities and related items. He has participated in structuring over $1 billion in municipal bonds, in both fixed and variable rate models. These transactions have included water, sewer, lease, and sales tax revenue bonds and general obligation bonds. As a part of the structuring of variable rate debt, he has secured liquidity facilities and executed interest rate caps and swaps.

To gain a broader base of experience in 2001, he worked at Ballard Spahr LLP (national law firm) in the Public Finance sector and in the office of Congressman Chris Cannon, 3rd District, Utah in Washington D.C. Upon returning from Washington in 2002, he again joined LYRB as a quantitative analyst. Mr. Robertson currently serves on the American Water Works Association Conference Committee.

UNIQUE QUALIFICATIONS AND EXPERIENCE

- Advising Draper City on refunding several series of bonds, feasibility studies, impact fee (SDC equivalent) and related work
- South Ogden Conservation District – advised the District on its first ever publicly offered bonds, including meetings to the rating agencies and potential bond insurers
- Granger Hunter Improvement District – oversaw the implementation and review of water & sewer rates and water & sewer impact fee analysis
- Central Utah Water Conservancy District – oversaw development of complex models to manage and project revenues, expenditures and capital needs of the District’s general fund model as well as Central Water Project model.
- South Ogden Utility Rate Study

RECENT EXPERIENCE

- Financial Advisor to Central Valley Water Reclamation Facility in creating a finance plan that provided its member agencies comfort in issuing $200+ million in bonds over the next 10-yrs. The finance plan implemented a cross-collateralization of assets that added security to enhance the position of all
LYRB has advised Central Utah Water Conservancy District for 30+ years. Over the period, we have aided the District overseeing the development of complex models to manage and project revenues, expenditures and capital needs of the District’s general fund model as well as Central Water Project model. These projects manage assets of over $4 billion in value over 8 counties. The modeling and subsequent financings integrate both federal and local projects with the issuance of both general obligation and water revenue bonds. Additionally, the District has utilized subordinate water revenue bonds for local projects and even manages a hydroelectric project that required unique financing flexibility as water flows, and subsequent revenue flows, through the dam vary year to year.

LYRB advised Weber Basin Water Conservancy District on the issuance of $21.3MM in bonds to acquire and regionalize certain assets in the Snyderville Basin area.

Financial Advisor to Wolf Creek Water & Sewer Improvement District on a refunding transaction that integrated several individual utility projects into one uniform financing that significantly enhanced the credit which lowered the interest rate while providing ease to the District on tracking funds.

Vineyard City and its Redevelopment Agency: LYRB has advised Vineyard in creating a model to track RDA’s various phases, property valuations, financial obligations and revenue projections. In such capacity, LYRB has advised the RDA on the issuance of several tax increment revenue bonds to fund various projects by optimizing cash flows. LYRB advises the RDA on various applications requesting RDA funding.

Charter Schools: LYRB is the leading financial advisor to charter schools in the State of Utah. In advising on both rated and non-rated transactions, LYRB has been instrumental in lowering the costs of borrowing to charter schools through better deal structuring, introducing additional underwriters for better price discovery and higher efficient transactions.

Nevada Department of Business & Industry: as a conduit issuer, the B&I facilitates a variety of projects. LYRB is the financial advisor to the B&I in reviewing the applications and presenting to the Nevada Board of Finance as well as advising the B&I on related matters. Recent B&I projects include various charter school financings along with a biofuel refinery project that is taking solid waste from a local landfill and transforming that into airline fuel.

Uintah Water Conservancy District: LYRB has served as the financial advisor to the District since 2008 with its Island Ditch Project. LYRB has advised the District on a variety of bond transactions that have secured monies through the State Agencies including the Board of Water Resources and the Community Impact Board. In optimizing the bond structure, LYRB coordinated with a State Agency that bought down the interest rate of a public offering with a low-interest rate loan that provided overall affordability to the District. Further, LYRB advised the District on its first ever bond rated that allowed it to access the public markets.
Fred Philpot, Vice President

Mr. Philpot has assisted several rural communities in Utah including Spanish Valley in San Juan County, Juab County, and Carbon County. His work in these communities involved determining the appropriate amount of commercial zoning, demographic analysis; evaluation of historic taxable sales; estimate impacts from new growth; economic development and planning.

Mr. Philpot received a Bachelor of Science from Utah State University, studying political science and is a graduate of the Master of Public Administration program from Brigham Young University. He emphasized in quantitative analysis and government administration.

Fred Philpot joined Lewis Young Robertson & Burningham, Inc. in 2006. He participated in several financial analysis, impact fees and feasibility studies for rate studies for clients across the state including Nibley, Garden City, Logan, Ogden, Centerville, Salt Lake City, South Jordan, Mapleton, Provo, Orem, Juab County, and Tooele County. He specializes in financial modeling, fund analysis, forecasting taxable value. His analysis also included legislative research, capital facility planning and utilization, staffing ratios, and the allocation of state and federal funding.

In addition, to the experience noted below, Mr. Philpot has been involved in projects regarding economic development, impact fee analysis, feasibility studies, and comprehensive financial planning. Recently, Mr. Philpot completed impact fees for Eagle Mountain, Centerville, Jordan Valley Water Conservancy District, Pleasant Grove, South Davis Metro Fire Agency, South Salt Lake, South Jordan, and others. His work on these projects involved capital facility planning for emergency services (police, fire, EMS), water services, transportation, and parks and recreation. Mr. Philpot is currently working with Salt Lake City on their impact fee related to public safety, transportation, and parks. Additional work experience includes economic development, feasibility studies, and comprehensive general planning for Tooele County, South Jordan, Mapleton, and Nibley.

Unique Qualifications and Experience

Mr. Philpot has a broad range of consulting expertise, including:

- Has been involved in projects regarding economic development, feasibility studies, and comprehensive general planning.
- Completed rates studies and financial plans for Orem City, Centerville City, Hooper Water Improvement District, South Valley Sewer District and South Valley Water Reclamation Facility
- Business license fees for North Ogden, Taylorsville, Provo, Roy, and North Salt Lake
- Analysis of Community Development Areas (CDAs), Urban Renewal Areas and Economic Development Areas (EDAs)
- Annexation Feasibility Study and Policy Plan Update for Tooele City. Project involved analysis of land uses, municipal services, geological conditions, and projected growth for proposed annexation areas.
- Economic development analysis for Tooele County and South Jordan. The economic analysis considered existing and future land use information to determine appropriate commercial growth. The analysis also considered demographic characteristics, regional competition, retail sales data by district and availability of developable lands throughout the city.
Completed impact fee studies for multiple entities across the state. The work on these projects involved capital facility planning for emergency services (police, fire, EMS), water services, and parks and recreation.

Feasibility studies involving school district creation within the Alpine School District and Jordan School District. Analysis grounded in legislative research, capital facility planning and utilization, staffing ratios and the allocation of state and federal funding.
SECTION IV: PRIOR EXPERIENCE

LIST PRIOR EXPERIENCE AND EXAMPLES OF APPROACH AND METHODOLOGY TO ANALYZE AND IDENTIFY FEASIBLE PROJECTS AND OBTAIN PERMITS, AND PUBLIC AND PRIVATE FUNDING TO CONSTRUCT AND OPERATE SUCH PROJECTS.

**Carbon County Economic Development, Current**
LYRB is currently working with Carbon County to complete a retail leakage study, market analysis and economic strategic plan. LYRB has facilitated economic strategic planning workshops with County stakeholders, including Utah State University and several business owners, completed an analysis of retail leakage and employment statistics, and met with each mayor within the County. LYRB’s objective is to develop economic strategic goals for Carbon County to diversify the economy and address declining employment.

**Millard County Economic Development, 2016**
LYRB has assisted several small, rural, energy dependent communities with creating and financing plans and projects, which aided in economic recovery. One specific and recent example is our work in Millard County. LYRB has assisted Millard County with creating a strategic plan that helped to diversify their economy by focusing on additional sectors outside of the Intermountain Power Agency and the large power plant that provides the most significant property tax base of the County. The County is very reliant upon this one property taxpayer and desired to look at other industries that could help them diversify their tax base. With the assistance of LYRB, Millard County has created economic development project areas that brought solar, industrial users, and other natural resource oriented business (processing, mining and manufacturing) into the County, which has added tremendous taxable value and decreased the disproportionate reliance on the power industry.

**Juab County Economic Development, Current**
LYRB is currently working with Juab County to provide specialized economic development consulting, direction, advice and coordination related to project site development. The County has identified a certain geographical area located within the County (the “Project Site”) that may be developed into a manufacturing and processing land use and desires to retain LYRB to assist in shaping and coordinating a public/private partnership. LYRB has similarly provided this type of service to numerous municipalities, counties and other local governments and has achieved great success. In order for the Project Site to become “shovel ready” the County and/or the County’s Redevelopment Agency is evaluating what is the needed infrastructure to ensure project success. These include water capacity and roadway improvements.

**Box Elder County – Procter & Gamble**
The Procter & Gamble manufacturing plant in rural Box Elder County has produced 292 jobs as of the end of 2013. LYRB assisted Box Elder County in developing an incentive package to ensure P&G moved its new facility to Utah in 2008. LYRB created an Economic Development Project Area, developed the core structure of the development incentive agreement, assisted the County and Brigham City with the issuance of over $20m in bonds to secure water and sewer service to P&G, assisted Brigham City with the development of water and sewer rates to cover the cost of the utilities, and coordinated efforts with the Governor’s Office of Economic Development and EDCU. LYRB continues to manage the RDA to ensure P&G fulfills its requirements under the development agreement which includes monitoring the number of jobs necessary to qualify for tax increment incentives.
In addition to serving the entities listed above, LYRB has worked with other rural communities, including: Garden City, Beaver County, Juab County, and the Uintah Transportation Special Service District. In each case, LYRB created solutions unique to each entity.

LYRB has the experience needed to create solutions relevant to the economic decisions and opportunities which the Coalition will be facing in the next few years.
SECTION V: PRIOR EXPERIENCE EVALUATING PROJECT OPPORTUNITIES

LIST PRIOR EXPERIENCE EVALUATING PROJECT OPPORTUNITIES, WITH EMPHASIS IN THE FIELDS OF PUBLIC SECTOR INFRASTRUCTURE, SUCH AS ROADS, RAIL, HIGHWAY TRANSPORTATION, COAL, ENERGY & OIL, POWER AND OTHER REVENUE ENTERPRISES FOR PUBLIC BODIES.

- **Utah Transit Authority Review of Equity Analysis and Review of State of Good Repair**
  In 2012, LYRB was retained to review UTA’s Equity Analysis (“EA”). LYRB reviewed the EA model again in 2014, 2015 and 2016, evaluating areas that could be updated and improved within the EA model and presentation. LYRB’s role in these analyses was to provide an unbiased, third-party review of the EA and to facilitate meetings and analyze information from outside stakeholders to achieve a better understanding and acceptance of the model.

- **Unified Transportation Plan, 2015**
  LYRB completed the creation of a financial funding model specific to the Unified Transportation Plan for the Utah Department of Transportation, Wasatch Front Regional Council, Mountainland Association of Governments, Dixie Metropolitan Organization, Cache Metropolitan Organization, and Utah Transit Authority. LYRB created a financial model to account for all statewide revenues and expenditures related to transportation projects and to assist each Metropolitan Planning Organization (“MPO”) in planning future transportation projects. We also created scenario modeling for future potential revenue sources. This project was unique in scope as it not only required extensive financial modeling, but also a significant coordinated effort to obtain and disseminate both detailed and high-level information across all stakeholders to ensure that all organizations understood and supported the final results.

- **Provo-Orem Bus Rapid Transit Funding Alternatives, 2014**
  LYRB was retained by the Mountainland Association of Governments, acting as the Metropolitan Planning Organization (“MPO”) for Utah County, and the Utah Transit Authority to study the multiple options for governing, constructing and funding a bus rapid transit (“BRT”) project that benefits Provo, Orem and Utah County. The project scope included, determination of governance options related to ownership, operating and maintaining the BRT line; identifying multiple revenue sources for capital expansion and operation & maintenance; legislative assistance in modifying State Law to allow for certain uses of transit taxes; and coordination of interlocal agreements between cities, county and UTA. During the course of the engagement LYRB evaluated many factors including bus system revenues, costs, and bus mile growth rates in order to give funding recommendations to UTA for the Provo-Orem BRT line. Potential funding sources included: bonding, transit taxes, sales taxes on food, and advertising/sponsorships.

- **Dixie MPO Regional Transit Service Study, 2012**
  LYRB participated on a team to evaluate the governance and funding options available to the Dixie region as it sought to expand and diversify transit service. Funding is an important aspect of a successful transit system and will ultimately control the potential for regionalization of a transit system. Several funding options were evaluated and it was determined that dedicated transit funding offers the most sustainable and promising funding mechanism for a regional transit system.
SECTION VI: PRIOR EXPERIENCE EVALUATING EMERGING TECHNOLOGIES

LIST PRIOR EXPERIENCE ASSISTING EMERGING TECHNOLOGIES TO THE MARKET.

Although in many aspects the concept of municipal fiber to the home projects are still emerging, working as Financial Advisor to Utah Telecommunications Open Infrastructure Agency (UTOPIA) and Utah Infrastructure Agency (UIA) LYRB has been able to provide financing structures to for over approximately $260,000,000 for the deployment of this infrastructure. While facing multiple obstacles in the early years of this project funding, UIA has been very successful and continues to expand its service area. End users have multiple choices of service providers that provide bi-directional speeds for lower costs than the typical incumbent providers.

To date, in the state of Utah, LYRB is the only firm to have completed financing transactions using the Commercial Property Assessed Clean Energy (C-PACE) structure to finance allowable improvements for commercial businesses and we are currently working on two other such transactions.

As a member of the UEIA Board, Ms. Lewis has been able to review and analyze some applications for entities that in their various industries are looking to employ various innovative ways to approach their specific business sectors.
SECTION VII: FEES FOR MUNICIPAL ADVISORY SERVICES

LIST FEES FOR MUNICIPAL ADVISORY SERVICES AND EXPLAIN HOW AND WHEN THOSE FEES WILL BE CHARGED.

Given the unique nature of the working assignment with the Coalition, wherein it appears likely that a significant amount of time may be spent on quantitative analysis work that may not end up with the need to issue bonds, we propose the following:

Advisor shall prepare a detailed scope of work and proposed fee based on hourly rates for the various professional and staff that would be involved as listed below:

- Principal and Senior Vice President: $250/hour
- Senior Consultant/Vice President: $180/hour
- Analyst: $100/hour
- Analyst/Administrative: $75/hour

Each January 1st during the term of the Agreement, the hourly rate will increase by 5% over the prior year.
APPENDIX A: Resumes of LYRB Team Assigned to the Coalition

LAURA D. LEWIS, PRINCIPAL / OWNER
LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
Office: (801) 596-0700
E-mail: laura@lewisyoung.com

Ms. Lewis founded Lewis & Young, the predecessor to Lewis Young Robertson & Burningham, Inc., in July 1995. During her career in public finance, which started in the late ‘80s, she has structured well over two billion in tax-exempt and taxable municipal bond transactions for local governments in Utah helping to facilitate the construction of numerous capital projects, as well as facilitating land and equipment acquisition needs, and numerous transactions facilitating development through the use of both special assessment and tax increment bonds.

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- Throughout her career, Ms. Lewis has been known to undertake and successfully complete financing for some unique and very challenging projects financed by local governments in the state of Utah. Some of these are briefly described below;
  - Maverick Center in West Valley. This transaction was financed utilizing three types of bonds in order to arrive at the best overall financing structure. Bonds included Building Authority Bonds wherein the physical facility serves as security to the bonds, an RDA Tax Increment Bond for the parking and other infrastructure and a unique bond secured solely by the USOC lease agreement to use the facility during the 2000 Winter Olympics. Required negotiations with the owner of the Grizzlies Hockey Team.
  - Dixie Convention Center (and Wildlife Museum): Funded through an Interlocal Cooperative Structure wherein the County and City each committed a separate source of revenues for repayment while the bonds were secured by the physical facility using a Building Authority Structure. Required analysis of potential sales tax revenue generation in the City and transient room taxes for the County.
  - Bingham Junction Development in Midvale; Infrastructure financed pledging Tax Increment Revenues as security even though no tax increment had been generated at the time by having the City enter into a pledge agreement to support the transaction with Sales Tax if ever needed. Sales taxes have not
been used to make repayment as tax increment has been sufficient to repay the bonds. Original transaction followed up a few years later by a more complex subordinated transaction to facilitate a special development within the RDA.

- Ogden City Junction Development: Similar structure to what is noted above for Midvale, however Ogden preferred to pledge franchise fees to repay bondholders if tax increment were ever to be insufficient.

- Multiple Large Raw Land Assessment bonds; Variety of structures utilized to make certain developers had ‘skin in the game’ so as to reduce the potential of delinquent assessment payments (South Jordan, Eagle Mountain, Herriman, Mt. Regional Water SSD, MIDA, Weber County & others).

- South Jordan City; Direct developer lending by the RDA to facilitate Class-A High Rise office building construction. Analyzed strength of company financials and structured a transaction with a personal guarantee also supported by first trust deed positions in other real estate owned by the developer.

- UIA Fiber to the home project; an interlocal cooperative was formed to facilitate the financing. Ms. Lewis recently completed a transaction secured by the fiber system revenues and in part by a Service Agreement that provides limited access to franchise fee revenues of its participating members.

Working every year on unique transactions where, in many cases, local governments and corporations are working jointly to facilitate various developments Ms. Lewis knows how to deploy all of the financing tools that are available to local governments under Utah law.

Ms. Lewis’ service on the UEIA board has provided her with a much deeper understanding of the challenges faced by rural counties in Utah and is well versed about funding support that can be provided by the state through various programs including UEIA, EDCU, CIB and others.

Indicative clientele includes West Valley City, Orem City, Midvale City, Ogden City, Riverton City, Taylorsville City, and Layton City
Mr. Burningham is the managing principal and owner of Lewis Young Robertson & Burningham, Inc. (LYRB), the premier financial advisory and municipal consulting firm located in Salt Lake City, Utah. Over the course of the past two decades, Mr. Burningham has led the initiative to develop and create a full-service financial consulting and advisory practice focusing on local governmental entities. Mr. Burningham has two core practice areas: municipal advisory services and financial/economic analyses.

Mr. Burningham currently serves as financial advisor to scores of local municipalities, counties and special districts. Over the past decade, Mr. Burningham has successfully coordinated the structuring of nearly $4.85 billion representing more than 350 transactions including general obligation, revenue, lease revenue, tax increment, and special assessment bonds.

In addition to his financial advisory practice, Mr. Burningham has specialty expertise in: i) user rate and cost of service studies, ii) economic/fiscal impact analyses, iii) impact fee analyses (complying with State law), iv) comprehensive financial sustainability planning, and v) redevelopment consulting and applications. He currently represents many high growth and development impacted areas throughout the State of Utah, including: St. George City and the surrounding areas of Washington County, southern Davis County communities including: Bountiful, Centerville, North Salt Lake, Woods Cross and West Bountiful, northern Utah County (Lehi, Alpine, Pleasant Grove, Lindon and American Fork), and Salt Lake Valley communities such as, Sandy City, Herriman, Cottonwood Heights, South Salt Lake, Salt Lake City, Holladay and the newly incorporated city of Millcreek.

**UNIQUE QUALIFICATIONS AND EXPERIENCE**

- Development of Comprehensive Financial Sustainability Plans to assist local governments in prioritizing capital projects, identifying methods of repayment, and modeling of multi-year cash flows.
- User rate and impact fee services which includes modeling of all future revenues, expenditure, and capital outlay for each government and business-type fund.
- Structuring and marketing of debt for many local governments including General Obligation Bonds, Utility Revenue Bonds, Excise Tax Bonds, Special Assessment Bonds, and other local government bonds. This has included marketing bonds in the public and private markets.
- Credit shaping services including the development and implementation of plans to qualify, enhance, and/or secure an investment grade credit rating from the major credit agencies.
- Economic development services including the creation of tax increment financing districts and community reinvestment areas (CRAs). Development of incentive packages and coordination of State incentives.
Mr. Robertson began his experience in the bond business in 2000 when he joined Lewis Young Robertson & Burningham, Inc. He works closely with special districts, cities, counties, and school districts. Mr. Robertson’s responsibilities include client relations, quantitative analysis, debt structuring, creating interactive spreadsheets, coordinating ratings, maintaining liquidity facilities and related items. He has participated in structuring over $1 billion in municipal bonds, in both fixed and variable rate models. These transactions have included water, sewer, lease, and sales tax revenue bonds and general obligation bonds. As a part of the structuring of variable rate debt, Mr. Robertson has secured liquidity facilities and executing interest rate caps and swaps.

To gain a broader base of experience in 2001, he worked at Ballard Spahr LLP (national law firm) in the Public Finance sector and in the office of Congressman Chris Cannon, 3rd District, Utah in Washington D.C. Upon returning from Washington in 2002, he again joined LYRB as a quantitative analyst. Mr. Robertson currently serves on the American Water Works Association Conference Committee.

**RECENT EXPERIENCE**

- Advising Draper City on refunding several series of bonds, feasibility studies, impact fee (SDC equivalent) and related work
- South Ogden Conservation District – advised the District on its first ever publicly offered bonds, including meetings to the rating agencies and potential bond insurers
- Granger Hunter Improvement District – oversaw the implementation and review of water & sewer rates and water & sewer impact fee analysis
- Central Utah Water Conservancy District – oversaw development of complex models to manage and project revenues, expenditures and capital needs of the District’s general fund model as well as Central Water Project model.
- South Ogden Utility Rate Study
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Fred Philpot joined Lewis Young Robertson & Burningham, Inc in 2007. Mr. Philpot has experience in annexation feasibility studies, the establishment of redevelopment areas, business license fees and cost of service studies, comprehensive financial planning, economic development, financial advisory and impact fees. He has also utilized GIS applications to analyze economic development trends, business and market data, and land use issues. His project expertise includes detailed land use analysis, demographic projections, retail sales analysis and sales gap modeling, analyzing market conditions, GIS mapping and conducting level of service analysis.

EXPERIENCE
- Impact Fee Facility Plan and Impact Fee Analysis.
- Economic development services including the creation of Project Areas (URAs, EDAs, and CDAs).
- Ongoing administration of annual Project Area reporting and disbursement calculations.
- Financial forecasting, cost benefit analysis, and pro forma evaluation necessary to create Project Area Plan and Budget documents.
- Dynamic financial modeling used to explore multiple future scenarios.
- Development of Comprehensive Financial Sustainability Plans to assist local governments in prioritizing capital projects, identifying methods of repayment, and modeling of multi-year cash flows.
- User rate and impact fee services which includes modeling of all future revenues, expenditure and capital outlay for each government and business type fund.