

# Park City Conservation Association dba Recycle Utah

Contributing to a Sustainable Summit County: July 2015



## Mission

- ▶ Our mission is to empower people to lead sustainable lives.



## Main Goals

- ▶ Water conservation



- ▶ Water contamination prevention



## Recycling Matters: Reuse

- ▶ Moving boxes & packaging material



- ▶ Good wood



## Recycling Matters: General Recycling

- ▶ Glass, plastics, metals, paper, cardboard
- ▶ EPS
- ▶ Shredding
- ▶ Local & seasonal:
  - ▶ Snow sports
  - ▶ Bike tires & tubes
  - ▶ Pallets
  - ▶ Planter pots

Since program inception two years ago, we have accepted over 38,311 lbs. of snow sports equipment!



## How Much Do We Recycle?

Three Year Totals  
IN TONS

Brown Glass	545.60
Green & Clear Glass	1,380.06
Cardboard & Paperboard	1,248.44
Mixed Paper	710.30
White Paper	60.76
Tin / Mixed Metal	431.20
Aluminum	17.43
Plastics	208.84
EPS - Styrofoam	16.34
<b>TOTAL</b>	<b>4,618.97</b>

▶ That's 9,237,940 lbs. that hasn't gone to the landfill!



## Hazardous Materials & E-Waste

- ▶ Daily drop off for e-waste
- ▶ County-wide e-waste collection events
- ▶ Bi-annual household hazardous waste collection events
- ▶ Hazmat: Paint, mercury, pesticides, household cleaners
- ▶ E-Waste: Computers, batteries, cell phones, printer cartridges, light bulbs



We collect over 211,000 lbs. of e-waste and 8000 lbs. of batteries EACH YEAR



## Green Waste



- ▶ Home composting education
- ▶ Currently no municipal facility for green waste
- ▶ Dumpster Days gives monthly option in summer



## Education Matters: Kids

- ▶ Educating School Children
  - ▶ Work with 4000+ children each year
  - ▶ Water Festival for 500+ kids with 25 presenters
    - ▶ 16 years running
    - ▶ All Summit County & much of Wasatch County
    - ▶ Hand out tree seedlings to each child



## Education Matters: Adults



- ▶ Adult Education
  - ▶ Home Composting Workshops
  - ▶ Water Conservation & Sustainable Gardening
- ▶ Teaching Business
  - ▶ Recycling Outreach, collaborating with PCCAPS
  - ▶ Anti-Styrofoam efforts



## Advocacy & The Future

- ▶ COMPLETE
  - ▶ Permanent Haz-Mat Facility
    - ▶ Two Haz-Mat events, permanent site at landfill
  - ▶ Styrofoam Recycling Capabilities
  - ▶ Medicine / Prescription Program
- ▶ STILL NEED
  - ▶ Municipal Green Waste Facility
    - ▶ Tub grinder, chipping program, municipal composting facility
  - ▶ Plastic Bag Ban
  - ▶ Styrofoam Ban



## Possible New Location Update

- ▶ In 2005 we were told the center location would be sold.
- ▶ We hope for additional space to increase our offerings.
- ▶ Discussions continue.



AN1

## Thank YOU!

Your support enables us to continue our recycling, reuse, and education efforts and to expand the breadth and depth of our services.

### ▶ Your Service Contract Provides Partial Funding for:

- ▶ Education & Outreach
  - ▶ Daily at the center
  - ▶ In school presentations, field trips and summer camps
- ▶ Hazardous waste collection - (2) one day collection events, daily collection of CFL's and light tubes, batteries.
- ▶ Daily collection and acceptance of all colors of glass.
- ▶ E-Scrap
  - ▶ Daily collection, handling and proper disposal via E-Steward certified recycler



## Appendix: What We Accept

- ▶ Acrylic CD Cases
- ▶ Athletic Shoes
- ▶ Aluminum Cans
- ▶ American Flags
- ▶ Batteries: Alkaline, Rechargeable, Car
- ▶ Bike Tires and Inner Tubes
- ▶ Bike Helmets
- ▶ Bras
- ▶ Cables and Chargers
- ▶ Cardboard
- ▶ CDs/DVDs
- ▶ Cell Phones and iPods
- ▶ CFL Light Bulbs
- ▶ Child Car Seats
- ▶ Electronics
- ▶ EPS Styrofoam (packing foam)
- ▶ Eye Glasses
- ▶ Fluorescent Light Tubes
- ▶ Glass: Brown, Clear, Green, Blue
- ▶ Guitar Strings
- ▶ Household Grease
- ▶ Ink Cartridges
- ▶ Metal
- ▶ Pallets
- ▶ Paper
- ▶ Planter Pots
- ▶ Plastics: #1-7
- ▶ Ski and Snowboard Equipment
- ▶ Thermometers and Thermostats
- ▶ Tyvek Envelopes
- ▶ Windows

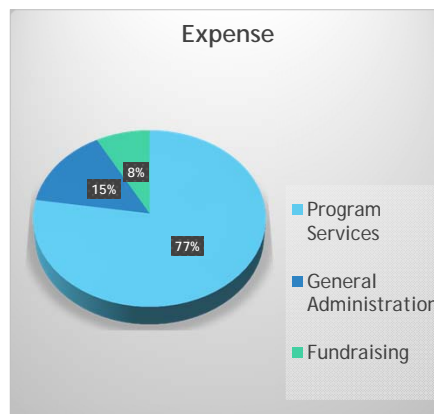
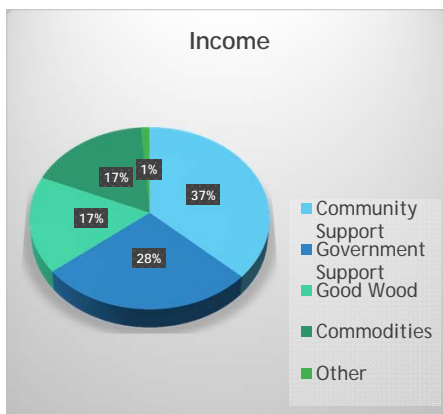


## Appendix: Public Events in 2015

- ▶ April
  - ▶ Earth Day Celebration
  - ▶ Dumpster Days
- ▶ May
  - ▶ E-Waste Collections in Kamas & Coalville
  - ▶ Haz-Mat Collection at the Canyons
  - ▶ Dumpster Days
  - ▶ Pride in Your Park Clean-Up Day
  - ▶ Composting Workshops
- ▶ June
  - ▶ Native Plant Sale
  - ▶ Healthy Garden Tour
  - ▶ Composting Workshops
  - ▶ Dumpster Days
- ▶ July
  - ▶ Uncorked Concert
  - ▶ Dumpster Days
- ▶ August
  - ▶ Dumpster Days
- ▶ September
  - ▶ 25<sup>th</sup> Anniversary Gala
  - ▶ Dumpster Days
  - ▶ E-Waste Collections in Kamas & Coalville
  - ▶ Composting Workshops
- ▶ October
  - ▶ Composting Workshops
  - ▶ Dumpster Days
  - ▶ Harvest Festival in Kamas
  - ▶ Haz-Mat Collection at the Canyons



## Appendix: Where Does the Money Go?





## Appendix: We Collaborate With

- ▶ Sunrise Rotary
- ▶ Summit Community Power Works
- ▶ Wasatch Back Trees
- ▶ Uinta Headwaters RC&D
- ▶ Park City Leadership Alumni Association
- ▶ Mountain Trails Foundation
- ▶ Park City Film Series
- ▶ KPCW
- ▶ Park City Education Foundation
- ▶ Park City Sustainability Department
- ▶ Summit County Sustainability Coordinator
- ▶ Park City Garden Club
- ▶ Park City Newcomers Garden Club
- ▶ Temple Har Shalom



## Appendix: Schools Visited in the Past Year

- ▶ Summit County
  - ▶ Creekside Montessori
  - ▶ Ecker Hill Middle School
  - ▶ Little Miner's Montessori
  - ▶ McPolin Elementary School
  - ▶ North Summit Elementary School
  - ▶ North Summit Middle School
  - ▶ Park City Coop Pre-School
  - ▶ Park City High School
  - ▶ Parley's Park Elementary School
  - ▶ Jeremy Ranch Elementary School
  - ▶ Soaring Wings Montessori School
- ▶ South Summit Elementary School
- ▶ South Summit Middle School
- ▶ Trailside Elementary School
- ▶ Treasure Mountain Middle School
- ▶ Weillenman School of Discovery
- ▶ Wasatch County
  - ▶ Heber Valley Elementary School
  - ▶ Soldier Hollow Charter School



## Appendix: Facilities Tours Conducted

- ▶ Park City Cooperative Preschool
- ▶ Daisy, Brownie, and Girl Scout Troops
- ▶ Cub and Boy Scout Troops
- ▶ Treasure Mountain Science Classes
- ▶ Park City Day School
- ▶ Teton Science School
- ▶ Summit and Salt Lake County Homeschoolers Group



**AMENDMENT TO TITLE 2, CHAPTER 21, SNYDERVILLE BASIN SPECIAL  
RECREATION SERVICE DISTRICT**

**ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the “Council”), acting as the governing body of the Snyderville Basin Special Recreation Service District (the “District”), and pursuant to UCA §17D-1-301(1), finds that there is a need to require a more formalized relationship between the District and its appointed chief executive officer through a written form of employment contract; and,

**WHEREAS**, the Council further finds that the Office of the Summit County Clerk should be a repository for the official policies, procedures and regulations pertaining to the District; and,

**WHEREAS**, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1.     **Amendment.** Snyderville Basin Special Recreation Service District, Title 2, Chapter 21 of the Summit County Code is amended in accordance with Exhibit A herein.

Section 2.     **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

Summit County Council

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Kim Carson, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong \_\_\_\_\_  
Councilmember Robinson \_\_\_\_\_  
Councilmember Ure \_\_\_\_\_  
Councilmember Carson \_\_\_\_\_  
Councilmember McMullin \_\_\_\_\_

# **EXHIBIT A**

# Chapter 21

## SNYDERVILLE BASIN SPECIAL RECREATION SERVICE DISTRICT

### 2-21-1: PURPOSE:

### 2-21-2: DEFINITIONS:

### 2-21-3: ESTABLISHED:

### 2-21-4: MEMBERSHIP:

### 2-21-5: POWERS AND DUTIES:

### 2-21-6: GENERAL MANAGER:

#### **2-21-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of Snyderville Basin special recreation district, the district is authorized to provide recreational services and programs through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift or condemnation or any combination thereof. (Ord. 749-A, 12-15-2010)

#### **2-21-2: DEFINITIONS:**

**BOARD:** The Snyderville Basin special recreation service district administrative control board.

**BOARD MEMBER:** The members of the Snyderville Basin special recreation service district administrative control board.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The Summit County council who exercises legislative authority in the county.

**DISTRICT:** The Snyderville Basin special recreation service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**MANAGER:** The chief executive officer of the district. (Ord. 749-A, 12-15-2010)

#### **2-21-3: ESTABLISHED:**

There is hereby established an administrative control board known as "Snyderville Basin special recreation service district administrative control board", which shall govern, in accordance with state law, the affairs of the Snyderville Basin special recreation service district. (Ord. 749-A, 12-15-2010)

#### **2-21-4: MEMBERSHIP:**

The membership of the administrative control board of the district shall consist of no more than seven (7) persons and no fewer than five (5) persons, all of whom shall be appointed by the county council pursuant to the procedures set forth in Utah Code Annotated section 17B-1-301 et seq., "board of trustees", each of whom shall be a registered voter within the district. Each term shall be for four (4) years. Each board member may serve a maximum of three (3) terms.

Vacancies of the five (5) to seven (7) appointed members of said board, other than by expiration of term, shall be filled by appointment by the governing board for the unexpired term of the board member whose vacancy is filled. At the end of a board member's term, the position is considered vacant and the county council may either reappoint the old board member or appoint a new member after following the appointment procedures under Utah law. The county council may remove any board member for cause at any time after a hearing by two-thirds ( $\frac{2}{3}$ ) vote of the county council. (Ord. 749-A, 12-15-2010)

## **2-21-5: POWERS AND DUTIES:**

- A. The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:
1. The exercise of eminent domain<sup>1</sup>;
  2. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
  3. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
  4. The power to annex areas into the district<sup>4</sup>;
  5. The power to levy a tax or assessment<sup>5</sup>;
  6. The power to appoint a board of equalization<sup>6</sup>;
  7. The power to adopt bylaws; and
  8. The power to acquire or dispose of an interest in real property, including water and water rights, whether by purchase, lease, gift, devise, bequest, or otherwise, and whether the property is located inside or outside the special service district, and own, hold, improve, use, finance, or otherwise deal in and with the property or property rights.
- B. The board shall prepare an annual budget for the Snyderville Basin special recreation service district which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district" and approve it. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget.

- C. The board shall conduct its business according to bylaws, which shall be adopted by the county council, with the board meeting as needed to act on the business of the district. The bylaws may be amended from time to time by a majority vote of the county council.
- D. The board shall elect a chair and vice chair.
- E. For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the county council verbally or in writing, make decisions regarding district matters, or it may meet with the county council.
- F. The district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this subsection may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of a director, officer, employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this subsection. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that a director, officer, employee, or agent met any appropriate standard of conduct.

The indemnification provided for in this subsection shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person.

- G. The district shall have power to purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this section, or under law.
- H. The county council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.



- I. The board shall appoint [with the consent of the county council](#) a general manager for the district, who shall have the duties described in section [2-21-6](#) of this chapter. [The appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney.](#)
- J. The board, with the guidance of the general manager, shall adopt policies, procedures, and regulations for the district. [All such policies, procedures and regulations shall be on file with the county clerk.](#)
- K. The district shall make an annual presentation to the county council of its goals, budget and activities. (Ord. 749-A, 12-15-2010)

## **2-21-6: GENERAL MANAGER:**

The governing board hereby delegates the following powers, authorities and duties to a general manager, who shall oversee the district:

- A. To govern the day to day operations of the district;
- B. To prepare, in cooperation with the governing board, an annual budget for the district, which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district". The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget;
- C. To provide a recommendation to the board as to the operation of the district, including policies, procedures, and regulations for the district;
- D. To provide a recommendation to the board as to the establishment and collection of the fees and charges;
- E. To record and safeguard all minutes of meetings and actions of the board in accordance with the Utah open meetings act, which includes the appropriate noticing of all meetings. (Ord. 749-A, 12-15-2010)

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 1:](#) UCA § 17D-1-103(2)(a).

[Footnote 2:](#) UCA § 17D-1-103(2)(j).

[Footnote 3:](#) UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

[Footnote 4:](#) UCA § 17D-1-301(3)(a).

[Footnote 5:](#) UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

[Footnote 6:](#) UCA § 17D-1-301(3)(h).

**AMENDMENT TO TITLE 2, CHAPTER 25,  
NORTH SUMMIT FIRE SERVICE DISTRICT**

**ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the “Council”), acting as the governing body of the North Summit Fire Service District (the “District”), and pursuant to UCA §17D-1-301(1), finds that there is a need to require a more formalized relationship between the District and its appointed chief executive officer through a written form of employment contract; and,

**WHEREAS**, the Council further finds that the Office of the Summit County Clerk should be a repository for the official policies, procedures and regulations pertaining to the District; and,

**WHEREAS**, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1.     **Amendment.** North Summit Fire Service District, Title 2, Chapter 25 of the Summit County Code is amended in accordance with Exhibit A herein.

Section 2.     **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

Summit County Council

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Kim Carson, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong \_\_\_\_\_  
Councilmember Robinson \_\_\_\_\_  
Councilmember Ure \_\_\_\_\_  
Councilmember Carson \_\_\_\_\_  
Councilmember McMullin \_\_\_\_\_

# **EXHIBIT A**

# Chapter 25

## NORTH SUMMIT FIRE SERVICE DISTRICT

### 2-25-1: PURPOSE:

### 2-25-2: DEFINITIONS:

### 2-25-3: ESTABLISHED:

### 2-25-4: MEMBERSHIP:

### 2-25-5: POWERS AND DUTIES:

### 2-25-6: GENERAL MANAGER:

### **2-25-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of north Summit fire service district, the district is authorized to provide fire protection services through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift or condemnation or any combination thereof. (Ord. 781, 9-26-2012)

### **2-25-2: DEFINITIONS:**

**BOARD:** The administrative control board of the north Summit fire service district.

**BOARD MEMBER:** The members of the administrative control board of the north Summit fire service district.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The Summit County council who exercises legislative authority in the county.

**DISTRICT:** The north Summit fire service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**MANAGER:** The chief of the north Summit fire service district who serves as its executive officer. (Ord. 781, 9-26-2012)

### **2-25-3: ESTABLISHED:**

There is hereby established an administrative control board known as "north Summit fire service district administrative control board", which shall govern, in accordance with state law, the affairs of the north Summit fire service district. (Ord. 781, 9-26-2012)

### **2-25-4: MEMBERSHIP:**

The membership of the administrative control board shall consist of five (5) persons appointed in the following manner: one member shall be appointed from the Coalville city

council, one member shall be appointed from the town council of Henefer, and three (3) members shall be appointed by the county council, each of whom shall be a registered voter within the district. Each term shall be for four (4) years. Each board member may serve a maximum of three (3) terms. No employees of the district shall serve on the board.

Vacancies of the five (5) appointed members of said board, other than by expiration of term, shall be filled by either the appropriate municipality or the county council for the unexpired term of the board member whose vacancy is filled. At the end of a board member's term, the position is considered vacant and the appropriate municipality or the county council may either reappoint the old board member or appoint a new member after following the appointment procedures under Utah law. The county council may remove a board member for cause at any time after a hearing by two-thirds ( $\frac{2}{3}$ ) vote of the county council. (Ord. 781, 9-26-2012)

## **2-25-5: POWERS AND DUTIES:**

- A. The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:
  1. The exercise of eminent domain<sup>1</sup>;
  2. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
  3. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
  4. The power to annex areas into the district<sup>4</sup>;
  5. The power to levy a tax or assessment<sup>5</sup>;
  6. The power to appoint a board of equalization<sup>6</sup>; and
  7. The power to adopt bylaws.
- B. The board shall prepare an annual budget for the north Summit fire service district which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district" and approve it. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget.
- C. The board shall conduct its business according to bylaws, which shall be adopted by the county council, with the board meeting as needed to act on the business of the district. The bylaws may be amended from time to time by a majority vote of the county council.
- D. The board shall elect a chair and vice chair.
- E. For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the county

council verbally or in writing, make decisions regarding district matters, or it may meet with the county council.

- F. The district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this subsection may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of a director, officer, employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this subsection. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that a director, officer, employee, or agent met any appropriate standard of conduct.

The indemnification provided for in this subsection shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person.

- G. The district shall have power to purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this section, or under law.
- H. The county council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.
- I. The board shall appoint [with the consent of the county council](#) a general manager for the district, who shall have the duties described in section [2-25-6](#) of this chapter. [The appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney.](#)
- J. The board, with the guidance of the general manager, shall adopt policies, procedures, and regulations for the district. [All such policies, procedures and regulations shall be on file with the county clerk.](#)

- K. The district shall make an annual presentation to the county council of its goals, budget and activities. (Ord. 781, 9-26-2012)

## **2-25-6: GENERAL MANAGER:**

The governing board hereby delegates the following powers, authorities and duties to a general manager ("fire chief"), who shall oversee the district:

- A. To govern the day to day operations of the district;
- B. To prepare, in cooperation with the governing board, an annual budget for the district, which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district". The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget;
- C. To provide a recommendation to the board as to the operation of the district, including policies, procedures, and regulations for the district;
- D. To provide a recommendation to the board as to the establishment and collection of the fees and charges;
- E. To record and safeguard all minutes of meetings and actions of the board in accordance with the Utah open meetings act, which includes the appropriate noticing of all meetings. (Ord. 781, 9-26-2012)

**Footnotes** - Click any footnote link to go back to its reference.

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[Footnote 2:](#) UCA § 17D-1-103(2)(j).

[Footnote 3:](#) UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

[Footnote 4:](#) UCA § 17D-1-301(3)(a).

[Footnote 5:](#) UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

[Footnote 6:](#) UCA § 17D-1-301(3)(h).



**AMENDMENT TO TITLE 2, CHAPTER 24,  
PARK CITY FIRE SERVICE DISTRICT**

**ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the “Council”), acting as the governing body of the Park City Fire Service District (the “District”), and pursuant to UCA §17D-1-301(1), finds that there is a need to require a more formalized relationship between the District and its appointed chief executive officer through a written form of employment contract; and,

**WHEREAS**, the Council further finds that the Office of the Summit County Clerk should be a repository for the official policies, procedures and regulations pertaining to the District; and,

**WHEREAS**, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1.     **Amendment.** Park City Fire Service District, Title 2, Chapter 24 of the Summit County Code is amended in accordance with Exhibit A herein.

Section 2.     **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

Summit County Council

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Kim Carson, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong	_____
Councilmember Robinson	_____
Councilmember Ure	_____
Councilmember Carson	_____
Councilmember McMullin	_____

# **EXHIBIT A**

# Chapter 24

## PARK CITY FIRE SERVICE DISTRICT

### 2-24-1: PURPOSE:

### 2-24-2: DEFINITIONS:

### 2-24-3: ESTABLISHED:

### 2-24-4: MEMBERSHIP:

### 2-24-5: POWERS AND DUTIES:

### 2-24-6: GENERAL MANAGER:

#### **2-24-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of Park City fire service district, the district is authorized to provide fire protection services through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift or condemnation or any combination thereof. (Ord. 749-A, 12-15-2010)

#### **2-24-2: DEFINITIONS:**

**BOARD:** The administrative control board of the Park City fire service district.

**BOARD MEMBER:** The members of the administrative control board of the Park City fire service district.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The Summit County council who exercises legislative authority in the county.

**DISTRICT:** The Park City fire service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**MANAGER:** The chief of the Park City fire service district who serves as its executive officer. (Ord. 749-A, 12-15-2010)

#### **2-24-3: ESTABLISHED:**

There is hereby established an administrative control board known as "Park City fire service district administrative control board", which shall govern, in accordance with state law, the affairs of the Park City fire service district. (Ord. 749-A, 12-15-2010)

#### **2-24-4: MEMBERSHIP:**

The membership of the administrative control board shall consist of no more than seven (7) persons and no fewer than five (5) persons, one of whom shall be appointed by the Park City

council and the remainder shall be appointed by the county council (together, the "appointing authorities") pursuant to the procedures set forth in Utah Code Annotated section 17B-1-301 et seq., "board of trustees", each of whom shall be a registered voter within the district. Each term shall be for four (4) years. Each board member may serve a maximum of three (3) terms.

Vacancies of the five (5) to seven (7) appointed members of said board, other than by expiration of term, shall be filled by appointment by the appropriate appointing authority for the unexpired term of the board member whose vacancy is filled. At the end of a board member's term, the position is considered vacant and the appropriate appointing authority may either reappoint the old board member or appoint a new member after following the appointment procedures under Utah law. The appropriate appointing authority may remove a board member for cause at any time after a hearing by two-thirds ( $\frac{2}{3}$ ) vote of the appointing authority. (Ord. 749-A, 12-15-2010)

## **2-24-5: POWERS AND DUTIES:**

- A. The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:
  1. The exercise of eminent domain<sup>1</sup>;
  2. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
  3. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
  4. The power to annex areas into the district<sup>4</sup>;
  5. The power to levy a tax or assessment<sup>5</sup>;
  6. The power to appoint a board of equalization<sup>6</sup>; and
  7. The power to adopt bylaws.
- B. The board shall prepare an annual budget for the Park City fire service district which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district" and approve it. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget.
- C. The board shall conduct its business according to bylaws, which shall be adopted by the county council, with the board meeting as needed to act on the business of the district. The bylaws may be amended from time to time by a majority vote of the county council.
- D. The board shall elect a chair and vice chair.
- E. For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the county

council verbally or in writing, make decisions regarding district matters, or it may meet with the county council.

- F. The district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this subsection may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of a director, officer, employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this subsection. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that a director, officer, employee, or agent met any appropriate standard of conduct.

The indemnification provided for in this subsection shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person.

- G. The district shall have power to purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this section, or under law.
- H. The county council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.
- I. The board shall appoint [with the consent of the county council](#) a general manager for the district, who shall have the duties described in section [2-24-6](#) of this chapter. [The appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney.](#)

- J. The board, with the guidance of the general manager, shall adopt policies, procedures, and regulations for the district. [All such policies, procedures and regulations shall be on file with the county clerk.](#)
- K. The district shall make an annual presentation to the county council of its goals, budget and activities. (Ord. 749-A, 12-15-2010)

## **2-24-6: GENERAL MANAGER:**

The governing board hereby delegates the following powers, authorities and duties to a general manager ("fire chief"), who shall oversee the district:

- A. To govern the day to day operations of the district;
- B. To prepare, in cooperation with the governing board, an annual budget for the district, which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district". The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget;
- C. To provide a recommendation to the board as to the operation of the district, including policies, procedures, and regulations for the district;
- D. To provide a recommendation to the board as to the establishment and collection of the fees and charges;
- E. To record and safeguard all minutes of meetings and actions of the board in accordance with the Utah open meetings act, which includes the appropriate noticing of all meetings. (Ord. 749-A, 12-15-2010)

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 1](#): UCA § 17D-1-103(2)(a).

[Footnote 2](#): UCA § 17D-1-103(2)(j).

[Footnote 3](#): UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

[Footnote 4](#): UCA § 17D-1-301(3)(a).

[Footnote 5](#): UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

[Footnote 6](#): UCA § 17D-1-301(3)(h).

**AMENDMENT TO TITLE 2, CHAPTER 9, MOUNTAIN REGIONAL WATER  
SPECIAL SERVICE DISTRICT**

**ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the “Council”), acting as the governing body of the Mountain Regional Water Special Service District (the “District”), and pursuant to UCA §17D-1-301(1), finds that there is a need to require a more formalized relationship between the District and its appointed chief executive officer through a written form of employment contract; and,

**WHEREAS**, the Council further finds that the Office of the Summit County Clerk should be a repository for the official policies, procedures and regulations pertaining to the District; and,

**WHEREAS**, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1.     **Amendment.** Mountain Regional Water Special Service District, Title 2, Chapter 9 of the Summit County Code is amended in accordance with Exhibit A herein.

Section 2.     **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.



Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

Summit County Council

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Kim Carson, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong \_\_\_\_\_  
Councilmember Robinson \_\_\_\_\_  
Councilmember Ure \_\_\_\_\_  
Councilmember Carson \_\_\_\_\_  
Councilmember McMullin \_\_\_\_\_

# **EXHIBIT A**

## Chapter 9

# MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT ~~ADMINISTRATIVE CONTROL BOARD~~

### 2-9-1: DEFINITIONS:

### 2-9-2: ESTABLISHED:

### 2-9-3: AUTHORITY AND DUTIES:

### 2-9-4: POLICIES, PROCEDURES, REGULATIONS:

### 2-9-5: COMPOSITION:

### 2-9-6: TRANSACTING BUSINESS:

### 2-9-7: BUDGET:

### 2-9-8: BYLAWS; MEETINGS:

### 2-9-9: INDEMNIFICATION:

### 2-9-10: INSURANCE:

### 2-9-11: GOVERNING AUTHORITY:

### **2-9-1: DEFINITIONS:**

BOARD: The mountain regional water special service district administrative control board.

COUNTY: Summit County, Utah.

COUNTY COUNCIL: The legislative body of Summit County.

DISTRICT: The mountain regional water special service district.

GOVERNING BOARD: The Summit County council, otherwise referred to as the "county council".

OWNERS: The owners of property within the boundaries of the mountain regional water special service district. (Ord. 749-A, 12-15-2010)

### **2-9-2: ESTABLISHED:**

There is hereby established an administrative control board known as the "mountain regional water special service district administrative control board", which shall be a board whose members are appointed by the county council. The county council hereby retains the authority to remove any or all board members with or without cause at the unfettered discretion of the council. (Ord. 749-A, 12-15-2010)

### **2-9-3: AUTHORITY AND DUTIES:**

The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:

- A. The power to ~~appoint and discharge~~<sup>hire and fire</sup> the general manager. The appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney;
- B. The exercise of eminent domain<sup>1</sup>;
- C. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
- D. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
- E. The power to annex areas into the district<sup>4</sup>;
- F. The power to levy a tax or assessment<sup>5</sup>;
- G. The power to appoint a board of equalization<sup>6</sup>;
- H. The power to approve the annual budget;
- I. The power to direct litigation; and
- J. The power to adopt bylaws. (Ord. 749-A, 12-15-2010)

#### **2-9-4: POLICIES, PROCEDURES, REGULATIONS:**

- A. The board may adopt policies and procedures, and regulations, including procurement and fiscal management procedures, for the district. All collections, investments, disbursements, procurements, and other financial transactions will be managed by the district treasurer within the district financial system and will be subject to the policies as adopted. The district may utilize the services of the county treasurer and auditor to assist in financial matters.
- B. Pursuant to Utah Code Annotated, the district may utilize the services of the county attorney on a contract basis. (Ord. 749-A, 12-15-2010)
- C. All district policies, procedures and regulations shall be on file with the county clerk.

#### **2-9-5: COMPOSITION:**

- A. The board will be comprised of no more than seven (7) persons and no fewer than five (5) persons who must be electors of the district, as that term is defined in state law.
- B. The members of the board shall be appointed by the county council. Compensation of the board members shall be set, from time to time, by resolution of the council. Each board member may serve a maximum of three (3) terms.
- C. The term of office for each board member shall be four (4) years with the first officers serving staggered terms of two (2) or four (4) years. In the event a member is unable to

complete a term on the board, the council shall appoint an elector of the district to complete the unexpired term.

- D. The board shall elect a chair and vice chair. The district general manager shall be the secretary and clerk to the board, and the district chief financial officer shall be the treasurer to the board. (Ord. 749-A, 12-15-2010)

## **2-9-6: TRANSACTING BUSINESS:**

For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the council verbally or in writing, make decisions regarding district matters, or it may meet with the council or any of its members to discuss service development and delivery proposals. The board may establish committees for the purpose of investigating preferred or potential methods of service development and delivery. (Ord. 749-A, 12-15-2010)

## **2-9-7: BUDGET:**

It shall be the duty of the board and general manager to prepare an annual budget for the mountain regional water special service district which will conform to the uniform fiscal procedures act for special districts, and recommend the budget so prepared to the county council. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget. (Ord. 749-A, 12-15-2010)

## **2-9-8: BYLAWS; MEETINGS:**

The board shall conduct its business according to the bylaws adopted by the county council, with board meetings as needed to act on the business of the district. The bylaws may be amended from time to time by the council. (Ord. 749-A, 12-15-2010)

## **2-9-9: INDEMNIFICATION:**

- A. The mountain regional water special service district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the general manager, a director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful.
- B. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this section may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the application standard of conduct and on receipt of an undertaking by or on behalf of the general manager, a director, officer,

employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this section.

- C. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that the general manager, a director, officer, employee, or agent met any appropriate standard of conduct.
- D. The indemnification provided for in this section shall continue as to any person who has ceased to be the general manager, a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person. (Ord. 749-A, 12-15-2010)

## **2-9-10: INSURANCE:**

The district shall have power to purchase and maintain insurance on behalf of any person who is the general manager, a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this chapter, or under law. (Ord. 749-A, 12-15-2010)

## **2-9-11: GOVERNING AUTHORITY:**

The Summit County council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.

- A. The county council hereby delegates the following powers, authorities, and duties to a general manager:
  - 1. To govern the day to day operations of the district, including the authorization to cosign checks and other disbursements on behalf of the district;
  - 2. To prepare, in cooperation with the board, an annual budget for the district in accordance with section [2-9-7](#) of this chapter;
  - 3. To provide a recommendation to the board as to the manner and method of administering the provision of water services, including contracts for services, the purchase or lease of land, the purchase, lease or construction of improvements, facilities, water rights, systems, equipment, and supplies;
  - 4. To provide a recommendation to the board as to the operation of the district and such other usual and necessary actions required for the operation of the district; and
  - 5. To receive recommendations from the board as to day to day operations of the district and any such other recommendations as the board may see fit to provide to the general manager.

- B. The county council hereby delegates the following powers, authorities, and duties to a district clerk:
1. To record and safeguard all minutes of meetings of the board;
  2. Shall act as the secretary of the district.
- C. The county council hereby delegates the following powers, authorities, and duties to the district treasurer:
1. To cosign all checks and other disbursements on behalf of the district.
  2. To provide a recommendation to the board regarding the collection of revenues, disbursement of funds for expenses, and the custody of funds that comply with state law and sound accounting controls.
- D. The chair of the board shall have the power and authority to convene meetings in accordance with the Utah open and public meetings act and conduct such business as is necessary to fulfill the duties of the board. (Ord. 749-A, 12-15-2010)

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 1](#): UCA § 17D-1-103(2)(a).

[Footnote 2](#): UCA § 17D-1-103(2)(j).

[Footnote 3](#): UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

[Footnote 4](#): UCA § 17D-1-301(3)(a).

[Footnote 5](#): UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

[Footnote 6](#): UCA § 17D-1-301(3)(h).

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# MINUTES

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**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
WEDNESDAY, JUNE 17, 2015  
SHELDON RICHINS BUILDING  
PARK CITY, UTAH

**PRESENT:**

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice Chair**  
**Claudia McMullin, Council Member**  
**Chris Robinson, Council Member**  
**David Ure, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**  
**David Thomas, Deputy Attorney**  
**Kent Jones, Clerk**  
**Karen McLaws, Secretary**

**CLOSED SESSION**

**Council Member Robinson made a motion to convene in closed session to discuss property acquisition. The motion was seconded by Council Member Ure and passed unanimously, 4 to 0. Council Member McMullin was not present.**

The Summit County Council met in closed session for the purpose of discussing property acquisition from 1:10 p.m. to 2:20 p.m. Those in attendance were:

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice Chair**  
**Chris Robinson, Council Member**  
**David Ure, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**  
**David Thomas, Deputy Attorney**  
**Jami Brackin, Deputy Attorney**  
**Tyler Dustman**  
**Rena Jordan**  
**Nell Larsen**  
**Will Pratt**  
**Chris Retzer**  
**Steve Spalding**  
**Connie Steffen**  
**Lisa Yoder**

**Council Member Armstrong made a motion to dismiss from closed session to discuss property acquisition and to convene in closed session to discuss litigation. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0. Council Member McMullin was not present.**



The Summit County Council met in closed session for the purpose of discussing litigation from 2:20 p.m. to 3:35 p.m. Those in attendance were:

**Kim Carson**, *Council Chair*  
**Roger Armstrong**, *Council Vice Chair*  
**Chris Robinson**, *Council Member*  
**David Ure**, *Council Member*

**Anita Lewis**, *Assistant Manager*  
**Robert Hilder**, *Attorney*  
**David Thomas**, *Deputy Attorney*  
**Jami Brackin**, *Deputy Attorney*

**Council Member Armstrong made a motion to dismiss from closed session and to convene in regular session. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0. Council Member McMullin was not present.**

### **REGULAR MEETING**

Chair Carson called the regular meeting to order at 3:45 p.m.

- **Pledge of Allegiance**

### **APPROVAL OF RECOMMENDATIONS OF THE SUMMIT COUNTY RECREATION ARTS AND PARKS (RAP) TAX CULTURAL COMMITTEE**

**Council Member McMullin made a motion to approve the Summit County Recreation, Arts, and Parks (RAP) Tax Cultural Committee recommendations as shown in the staff report. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Ure was not present for the vote.**

### **APPROVAL OF RECOMMENDATIONS OF THE SUMMIT COUNTY RESTAURANT TAX COMMITTEE**

**Council Member McMullin made a motion to approve the recommendations of the Summit County Restaurant Tax Committee as shown in the staff report. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Ure was not present for the vote.**

### **COUNCIL COMMENTS**

Council Member McMullin reported that she attended a ceremony at which Summit Park was awarded the Fire Wise Community certificate.

Chair Carson reported that this morning she and Council Member Ure attended the Utah Association of County Treasurers meeting at Treasure Mountain Inn. She acknowledged Summit County Treasurer Corrie Forsling as the president of that organization. Chair Carson also reported that she attended the Park City Library opening on Saturday, and she believed it could serve as inspiration for what the County can do for redeveloping its facilities.

## MANAGER COMMENTS

County Manager Tom Fisher reported that he met this morning with Wasatch County Manager Mike Davis and some of his staff along with Park City Manager Diane Foster and some of her staff to review some of the existing land use agreements involving the three entities.

Mr. Fisher reported that he had a good meeting with Region 8 of the EPA on Monday and will continue to get updates from them on issues related to the lower Silver Creek area.

## APPROVAL OF COUNCIL MINUTES

JUNE 1, 2015

JUNE 3, 2015

Council Member Armstrong noted that his name should be on the signature line for the June 1 meeting, as Chair Carson did not attend that meeting.

**Council Member McMullin made a motion to approve the minutes of the June 1, 2015, Summit County Council meeting as corrected and to approve the minutes of the June 3, 2015, Summit County Council meeting as written. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Carson abstained from the vote, as she did not attend the June 1 meeting.**

## WORK SESSION

Chair Carson called the work session to order at 4:00 p.m.

- **Discussion and public input regarding Mountain Accord Designation of Federal Lands**

Chair Carson announced that she responded to as much public input as possible prior to the meeting and will continue to do so after this meeting. She explained that the emails the Council Members received were forwarded to the County Clerk to include in the record and will not be read into the record at this meeting.

Council Member Robinson explained that a boundary is being considered for lands to be included in one of three potential special federal designations. Brad Barber, Chair of the federal lands designation task force for Mountain Accord, confirmed that the potential designations being considered are national monument, national recreation area, conservation management area, or conservation management and recreation area. Council Member Robinson explained that this issue came up because the Forest Service owns lands primarily in the Cottonwood Canyons with three parcels in Summit County totaling 967 acres that would potentially be included in the designation. The actual designation would be made through a bill approved by Congress, and he clarified that private lands within the designation boundary would not be affected. He explained that the Council wanted to get input from the public about whether the 967 acres should be included in the federal designation. He indicated on a map the parcels proposed for inclusion in the federal designation.

Kathy Kahlow, Salt Lake District Ranger with the Forest Service, explained that these areas are dispersed recreation lands used for backcountry recreation. In the past, the Forest Service received proposals from the prior owner of the Canyons for avalanche control work and ski area expansion, which the Forest Service denied, because their forest plan does not allow for more development and recreation development in that part of the forest, primarily for watershed enhancement and protection reasons.

Council Member Robinson asked Mr. Barber to explain why this is being requested now, as some people think this was a last-minute decision. Mr. Barber recalled that Congressman Matheson presented a bill several years ago to create wilderness and other special management areas that did not go anywhere. With the Mountain Accord process, it became apparent that people want legislation that creates some permanency, so they started working on a federal designation some months ago. As they moved through the process, they recognized the need to address these parcels in Summit County and have a discussion with the County Council. He explained that the land exchanges that make Mountain Accord work depend on this legislation, and without it, Mountain Accord will not be able to move forward. Adjustments to the existing wilderness boundaries are also needed in order to study the transportation alternatives.

Council Member Armstrong asked Mr. Barber to explain the land exchanges. Mr. Barber explained that, through the Mountain Accord process, a number of land exchanges will occur between Solitude, Brighton, Snowbird, and Alta. Those land exchanges will allow some minor expansions and exchange some base property for mountain property, and federal legislation is necessary to allow those land exchanges. He confirmed that they do not involve any ski resorts in Summit County.

Council Member Ure asked about the benefit or detriment of allowing or not allowing people access to these parcels. For instance, he asked about avalanche danger. Ms. Kahlow explained that it is immaterial whether these parcels are included in the federal designation. It is managed as back country, and no avalanche control work is done there. Chair Carson explained that, if it is not included in the federal designation, there is concern that the resorts could expand into those areas, which would provide easy access to the back country for skiers who may not be qualified to be there. Ms. Kahlow explained that there are already protections on this land with the forest designation, but the federal designation would strengthen those protections.

Chair Carson opened the public input.

Erin Bragg, Summit Land Conservancy Conservation Director and resident of Oakley, read a statement that that the Summit Land Conservancy has closely followed discussions of the future use and protection of federal lands in the Wasatch Range. The small portion of Forest Service land in Summit County is some of the last roadless and uncut high-Alpine ecosystem in the Park City area. She stated that these parcels provide critical natural resources, wildlife habitat, and some of the last remaining back-country ski areas accessible from the Park City side of the Wasatch. The Conservancy applauds the Mountain Accord process for providing regional communication and believes the Summit County portion of the Forest Service property should be included in the protected lands package as shown on the updated Mountain Accord map.

Carl Fisher, Executive Director of Save Our Canyons and resident of South Salt Lake, discussed the importance of these lands and stated that they provide a critical wildlife corridor. There are elk, moose, and deer in this area that provides the water, habitat, and breeding grounds for the wildlife. He noted that development has encroached through the Canyons Resort up to the forest boundary. The Wasatch Crest trail goes through this area, which is premier trail for mountain biking and trail running and one of the last places to encounter back country hunters in the fall. These parcels of land also contain the last bastion of back-country skiing in Summit County and are critical for that purpose. He referred to a recent recreation survey and offered to submit for the record the results as they relate to Summit County residents. He claimed that the survey says Summit County residents do not want to see any more development on public lands, and the ridgelines and sense of place need to be protected. Including these lands in a federal designation would achieve that. He stressed the importance of including these properties because of their high value for a number of reasons. Chair Carson asked Mr. Fisher to report on the recent environmental systems group meeting. Mr. Fisher stated that everyone in that meeting stressed the importance of protecting these lands.

Andrew McLean, a Summit Park resident and back-country skier, stated that he has seen access to the Park City ridgeline become more restricted over the years. Although much of it was private property to begin with, they were able to trespass across it to go skiing. As more development comes in, they are losing access to this area. The area being considered is the last back-country land in the Park City area, and back-country skiers think it is very important to preserve it and include it in any kind of preservation plan. Council Member Armstrong stated that it looks like this ridgeline abuts the Canyons and maybe Park City Mountain Resort and asked how the back-country skiers are able to access these lands. Mr. McLean explained that they are accessed from the Solitude area in Big Cottonwood Canyon.

Erme Catino, a resident of Big Cottonwood Canyon, stated that he moved here for skiing and has seen this range shrink with development. This little nook of land is great skiing and quiet, and he asked that they not allow the resorts to continue shrinking their wilderness.

Sue Gordhammer, a resident of Highland Estates, expressed support for Mountain Accord and public lands. She volunteers with Summit Land Conservancy and has encouraged people to donate or provide support for purchase of lands, and the County has land here with an opportunity to provide additional protection. She believed they cannot let this opportunity pass by, and it seems like they have to do this, because it is their only opportunity.

Rob Ingle, a Summit County resident, stated that he has seen the ski areas grow tremendously. There was a lot of back country behind ParkWest, and people were able to leave the ski resort to access it. Now with the Canyons joining with Park City, he asked where it would stop, and he did not believe they should be allowed to have the last of their public lands. He stated that they need to protect this property for the residents of Summit County to enjoy.

Kathryn Decker, a resident of Old Town, stated that two people approached her today separately when she was working in the Plaza to ask where the Monitor Bowls are located, because they heard there was going to be a ski lift there that could be seen from the Plaza. She came today to check out what is going on. She encouraged the Council to collaborate with Mountain Accord to protect this land that is disappearing with the onset of development. She did not want to see a lift in these areas and believed they should be protected for the wildlife and people who live here.

Dennis Kubly, a Pinebrook resident, noted that many people are expressing concern about the loss of public lands, and many of these lands are managed by the Forest Service. He noted that laws are in place to guarantee the public that they will have a voice in decisions like this, and there seems to be a difference of opinion as to whether Mountain Accord is the process by which to guarantee that the public has input. The systems groups have gone a long way, but he asked how they interface with the National Environmental Policy Act (NEPA) and at what point decisions will be made. Any EIS includes the development of alternatives, yet Mountain Accord seems to be fixed on trying to find a single alternative before it evaluates whatever alternatives might be considered, which he believed was a violation of the intent of NEPA. Rather than being for or against Mountain Accord, he wanted to ask how Mountain Accord interfaces with federal laws that guarantee public input in the decision-making process. Council Member Robinson stated that Mountain Accord is going through a 60-day period to determine what they will study using NEPA and an EIS, and there will be a lot of options without a preferred option. Any land exchanges and federal land designations will require an act of Congress as well as the NEPA process and other required processes, and Mountain Accord is not the only avenue to assure that no changes will occur to these lands without a federal process. There are many stakeholders in Mountain Accord, and they need to be united to make this work, part of which includes what they want to do with these federal lands. Ms. Kahlow clarified that the intent is that Mountain Accord will make a recommendation to the public and to the federal agencies responsible for the funding and/or land administration. Those recommendations will come out of Mountain Accord and be taken through the NEPA process at the same time they work on the legislation.

Bill Rock, Chief Operating Officer of Park City Mountain Resort and the Canyons, stated that no one is proposing a change in use for these lands, especially the resorts. They are concerned about the process, and he noted that protections already exist for these lands and uses, which will remain under the control of the Forest Service and Summit County. He questioned whether this is the time Summit County wants to lose control of future designations of this land. This came about in the last few weeks, and he was concerned about the implications it could have for the resorts in the future. He stated that they are comfortable with the Forest Service and NEPA process, which is very public and takes into account public concerns. They believe Mountain Accord may not be the right way to go about this, and the protections people are concerned about already exist. If anyone should propose a change in the protections, there is a robust public process to which everyone would have access. The question is whether this is the right vehicle at the right time, and given the nature of how quickly it came up, he believes it is not. Council Member Robinson stated that, even if Mountain Accord decides to include this in its package, it will still have to go through a lengthy process with a lot of input and study and pass through Congress.

Bob Wheaton, President of Deer Valley Resort and Solitude and a resident of Woodland, stated that he has a lot of access to Forest Service lands for personal recreation opportunities, which is where he likes to go. He believes the Forest Service is second to none in managing lands. This proposal affects hundreds of acres, which is a lot of ground. He noted that the lands proposed for federal designation are not part of the land exchange and would remain under Forest Service control. The resorts do not have authority or permits on this land, and they would have to go through a process with the Forest Service and apply for permits if they want to use the land. With regard to water quality and wildlife, when he started with Deer Valley 35 years ago, there

was not a moose or elk within 20 miles. Today, moose, elk, and deer can be seen almost any time. He confirmed that there is no degradation of water quality downstream from Deer Valley, which they felt was their responsibility as stewards of the land. Just because lands are within a recognized ski area does not mean there has to be heavy degradation of wildlife, that it has to have houses all over it, or that the water will be worse downstream, and often it is better downstream.

Allison Stuart, a Pinebrook resident, stated that there is a healing effect of nature and wilderness that is supported by research. She enjoys the trails and ski resorts, but there is something different about being out in nature away from resorts, which is a different experience. She feels it is important to protect everything they have left, not only for themselves, but for future generations.

Alex Schmidt, a Salt Lake City resident, agreed that the Forest Service does a stellar job of managing the landscapes. Including these lands in the protections through Mountain Accord will keep those lands in Forest Service management. These lands are multiple use and wild places and an area where people do not have to pay to play. The issue is not whether there is a current proposal to develop these lands, but by protecting them, they can insure there will be no chance of development in the future. He requested that they include these lands for further protection through Mountain Accord.

Walt Brett, Managing Partner and developer of The Colony and full-time resident of Park City, attested to the increase in the wildlife population within the 4,600 acres of The Colony. Prior to development of that area, you could not get through it. He noted that they have also created a lot of public access through their property that did not exist prior to their development. They created the Mid-mountain Trail corridor and the Pinecone Connector to the Great Western Trail. Much of the Great Western Trail goes through their property and into Big Cottonwood Canyon. He explained that The Colony has no desire to develop up over the mountain or down into Big Cottonwood Canyon; they just want Summit County to be part of the process. He believed the developers and ski resorts have done a great job on the Summit County side of the mountain, which he believed would continue. He encouraged the Council to consider maintaining control of the properties in Summit County that are currently in their control. Chair Carson clarified that the Forest Service controls the lands they are considering, not Summit County. Mr. Barber explained that the bill is clear that any private lands within the external boundary would not be impacted by the federal designation, and existing law would continue to govern those lands.

Joe Ray, a resident of Highland Estates, recalled that some people have commented on the increased wildlife that can be seen in the resort areas and commented that does not mean there is more wildlife. It may be that it is being squeezed into a smaller area that makes it more visible. He stated that Mountain Accord is looking at getting an extra level of protection for this land, because they know economic interest have a lot of lobbying power, which can subvert the public in the process.

Tyler Dustman, a Snyderville Basin resident and member of the Basin Open Space Advisory Committee (BOSAC), pointed out that any expansion or further protection of public lands or open lands is consistent with what the residents desire as shown by the open space bond that passed last fall by 72%. He believed there has been a consistent message from County residents

that open space and passive use space is very important. He stated that he is a back-country skier and season pass holder at the Canyons, and the two are not mutually exclusive.

Rich Wyman, a Park City resident, stated that he has been a vocal critic of Mountain Accord, specifically the transportation element and the tunnel and train, but the ability of Mountain Accord to address some of the community's needs got him excited about Mountain Accord initially. Protecting this land is one great thing Mountain Accord can do, and it will not cost the taxpayers anything. They constantly talk about bonding and raising taxes to buy open space, but with the stroke of a pen they can protect this land at no cost. The public is overwhelmingly in support of this, and he agrees with all the comments that were made except for the three individuals who represent the economic interests of Vail, Deer Valley, and The Colony. He stated that this will not only help the people who live here, but also the people who come here. They see more and more development coming over the ridges, and he wants to do everything possible to protect, not pull back from protecting.

Roy Crandall, a Park City resident, asked what the benefit would be to the constituency to take this land out of the Mountain Accord agreement and whether that is what this meeting is about. Council Member Armstrong explained that Mountain Accord has contemplated further protection of lands in the Cottonwood Canyons and in this area for quite some time. These three parcels of land were added to that process three weeks ago, and Mountain Accord is asking the County if they will consent to adding this land to the federal designation. Chair Carson noted that Mr. Crandall has heard the public input this evening, and she received only one email from a non-business entity that supported leaving this land out of the federal designation for potential resort expansion. Mr. Crandall stated that he wants this land included in the Mountain Accord, and it appears that everyone else does, too, except for the economic interests.

John Have, a resident of Jeremy Ranch, referred to what Vail has done in other areas to expand into wilderness as a blueprint for what could potentially happen here. He urged the Council to provide protection for these lands, because they are limited and important to the residents.

Chair Carson closed the public input.

Council Member Ure asked what percent of Utah is publicly owned. Mr. Barber replied that public land in Utah is about 70% of the total. Council Member Ure noted that means 70 percent of the State is not included in the tax base. By including these lands in Mountain Accord, they would be considered wilderness. Mr. Barber clarified that it would not be wilderness; it would be a conservation management area or something like that. The idea is that the lands in this designation would be off limits for further development or expansion, which would not be as restrictive as wilderness. Council Member Ure confirmed with Mr. Barber that, if anyone wants to expand into this area now, they would have to go through the Forest Service and NEPA process. Ms. Kahlow explained that would be the case whether this land is in the special designation or not. Council Member Robinson explained that, if someone wanted to do something on this land, the additional hurdle is that they would have to go through Congress, which is the body that would place the designation on the land.

Council Member McMullin felt this was a no-brainer considering all the emails they have been bombarded with for the last few weeks. She commented that the community has voted over and over again to tax itself to protect lands and open space, and that is what the community wants. She is more persuaded by that than by any articulation of statements to the contrary.

Council Member Armstrong stated that his initial reaction was that this would protect open space, and he had visions of the resorts developing some kind of back-country day skiing. As a fisherman, he knows it is difficult to navigate the waters in the State because there is so much private land ownership of the waters, and it seems to make sense to protect this. He commented that the ski resorts take care of their land because it is valuable to them. When he thinks about the skiable terrain within these areas, as long as there is access and people want to ski there, he believed they should protect public access to these lands for free without people having to pay the kind of money they have to pay at the resorts.

Chair Carson commented that a previous governmental body created a development agreement with the Canyons developers that allowed for quite a bit of development at the base, and both parties still have a lot ahead of them as they work on issues. She believes they have a good relationship with the ski areas, and that relationship is important to the County. She did not want this to affect that relationship in the future or to have the resorts think the Council does not support them. She agreed that they spend a lot of money on open space, and some is now available at no cost, so it does seem like a no-brainer. This would provide people with the ability to ski for free, which they cannot do at the resorts. With regard to Council Member Ure's question about the amount of federal land in the State, the majority of that land cannot compare to what is on the top of this ridge close to the greatest population base in the State. She felt it was important to preserve these opportunities for people that they would not otherwise have.

Council Member Robinson stated that he has not seen any compelling reason to not do this. This is an element of Mountain Accord where they still have a lot of work to do, and there is no foregone conclusion that Summit County will be a signatory to the program amendment. He agreed that they go to great lengths to preserve open space, and this is not much different.

Ms. Kahlow thanked the Council for being involved in Mountain Accord. She acknowledged that it has not been easy, but it is important to the Forest Service to have the County involved, because over the years there have been a number of proposals for connecting over the top of this ridge. It is important for the Forest Service to have the County's input and understand their desires.

## **REGULAR MEETING – (Continued)**

### **PUBLIC INPUT**

Chair Carson opened the public input.

There was no public input.

Chair Carson closed the public input.



**PUBLIC HEARING AND POSSIBLE APPROVAL OF PHASE II OF THE SNYDERVILLE BASIN GENERAL PLAN THROUGH THE ADOPTION OF AN ORDINANCE; PAT PUTT, JENNIFER STRADER, AND PETER BARNES**

Community Development Director Patrick Putt explained that this is a follow-up public hearing and discussion of Phase II of the Snyderville Basin General Plan that was forwarded to the County Council from the Snyderville Basin Planning Commission. He explained that the General Plan serves as a narrative and illustrative strategy for what they hope development will be in the Snyderville Basin in the upcoming generation. It is a guide the Planning Commission and County Council will use in making decisions regarding future development. The document is advisory and not regulatory like the Development Code will be. However, it is very important, because the Development Code will implement the policies in the General Plan. The General Plan represents the community visions and values for the future of the community. State law requires the County to have a General Plan in order to implement land use regulations. This General Plan includes strategies for 16 unique neighborhood areas in the Snyderville Basin and the narrative explanation of the goals, visions, and policies for a number of topics, including land use, transportation, housing, the environment, and cultural resources. The General Plan addresses five fundamental principles. One is to protect and strengthen existing neighborhoods. Second is to protect and enhance the community open spaces that surround and connect the neighborhoods. Third is to protect and enhance the mountain resort economy. Fourth is to direct future development to the most suitable and connected locations. Fifth is to improve the quality of the built environment. The strategies for accomplishing those principles are to infill and build what is on the books now before creating more entitlement than what is currently allowed by the Code, to complete a Snyderville Basin Transportation Master Plan, and to complete a Development Code update consistent with the objectives of the General Plan. Mr. Putt explained that the General Plan should be written in a way that will allow them to accommodate reasonable change, and the Plan will be reviewed annually to be sure it is updated and current with the values and issues they encounter on a yearly basis.

Mr. Putt discussed Policy 2.3, which says they will not create any new entitlements beyond base zoning until the existing entitlements are significantly exhausted. When that policy was discussed with the Council at the previous work sessions and public hearing, the Council wanted to add clarity to the policy. At the June 3 meeting, additional language was proposed, and Mr. Putt reviewed the language presented at that time, as shown in the staff report. He also reviewed alternative language that further refines the intent of Policy 2.3 as contained in the staff report. He requested that the Council Members conduct a public hearing and discuss how they wish to proceed. He noted that an ordinance is included in the staff report that would allow the Council to adopt the General Plan this evening. He emphasized that the General Plan document must be read as a whole, despite all the attention to Policy 2.3., and any decision that is made should be based on the comprehensive document.

County Planner Jennifer Strader explained that there was a mistake in the staff report regarding the proposed language for Policy 2.3, and the language Mr. Putt reviewed takes the place of the language in the staff report. She also pointed out that Policy 3.2 regarding transportation corridors in open space has been removed from the General Plan.

Council Member Robinson referred to three neighborhoods with Rural Residential zoning where the surrounding land uses are not residential and noted that, without modification to 2.3, there would be an inherent conflict if they look at the document as a whole and the neighborhood plans suggest something other than base zoning might be considered. Mr. Putt explained that Policy 2.3, which would not create more until they deal with what they have now and develop the tools they need, is a sound approach. He explained that it is not the long-term intent to see no future new development. They simply need to develop the mechanisms to put any future new growth into the most suitable locations. He cautioned that the future land use maps are not zoning maps in waiting but represent the types of land uses they would see evolve over time in certain areas. The tools to achieve that will be worked on when creating the updated zoning ordinance, and he did not see them as being in conflict. Reading the document in its entirety provides broad flexibility to help create the land uses in the right locations.

Council Member Robinson asked what it would mean to have land in the heritage amenity or the resort designation. Mr. Putt read from the cultural resources chapter of the General Plan which gives a definition of heritage amenities. He explained that the resort designation is for areas that may have potential for resort base development. Council Member Robinson noted that most designations on the maps convey an idea of what the density might be, but heritage amenity is silent as to density. He believed they might need more definition to convey what is intended.

Council Member Robinson asked Staff to address the dozens of emails received from Jeremy Ranch residents who believe the County is considering opening a settlement agreement for the Jeremy Center that would significantly increase the density on that parcel. Mr. Putt explained that about two years ago Staff was approached by the current Jeremy Center owners requesting a change to the settlement agreement to significantly increase density beyond the 66,000 square feet allowed in the consent agreement. Staff does not have a formal application for a change but was given a letter requesting an opportunity to present it to the Council. Council Member Robinson recalled that, at that time, the Council said they were not interested, so he did not understand how this morphed into a full discussion of the Jeremy Center. Mr. Putt clarified that this is not a discussion of the Jeremy Center project. The policies in the proposed General Plan could possibly influence a future discussion of a change in the Jeremy Center project, but those discussion points would apply to any request for modification to an existing development agreement or rezone. He confirmed that there are no current discussions at Staff level regarding the Jeremy Center, that there have not been for at least six months, and Staff is not having any current dialog with the property owner.

Council Member Armstrong asked if Staff has any idea where this information came from. He also noted that emails he received suggested that the County Council would re-word Policy 2.3 to prevent any future enhancements to entitlements unless the Council so desired. Mr. Putt verified that none of the language they have considered for this policy in the General Plan was crafted to the benefit or detriment of any particular project, and definitely not the Jeremy Center. Council Member Armstrong confirmed with Mr. Putt that the Jeremy Center is under a current settlement agreement and has not been amended or discussed with the County Council. As a Council Member, he stated that he would not be in favor of an expansion of the Jeremy Center. It does not make sense to him, and it has not come before the Council. Council Member Robinson recalled that, when the Council was asked if they would consider revisiting that agreement, they said they would not. Chair Carson commented that one good thing that has come out of the concerns over the Jeremy Center project is that they need to be careful how they

craft language so there are no unintended consequences if a developer tries to get increased density. Council Member McMullin stated that the people in Jeremy Ranch should take some comfort in knowing that any change to the settlement agreement would have to come to the County Attorney and County Council, and that process would be outside the General Plan and Development Code. Council Member Robinson clarified that the General Plan would guide the Council in deciding whether they want to entertain a change to the consent agreement.

Council Member Robinson requested a correction on page 44 to state the northern edge of Round Valley rather than the southern edge.

Mr. Putt noted that he received an email from Norman Schwartz this afternoon that he forwarded to the Council Members for inclusion in the record.

Council Member Armstrong stated that he liked the initial language Staff proposed that there would be no new entitlements until existing entitlements have been exhausted, because he believes it fits with the sentiments of the community in general in terms of managing growth the best they can. His concern was that the concept was so broad that it might restrict some things the County will need, such as transit centers. Therefore, he proposed some expanded language for Policy 2.3 that reads as follows:

Not approve any new entitlement beyond base zoning until such time as existing entitlements are significantly exhausted, unless the County Legislative Body first determines that:

1. A compelling countervailing public interest specifically identified in the General Plan exists and cannot be reasonably satisfied without expanding one or more entitlements;
2. Such new entitlements do not simply result in an ancillary benefit to the public interest, but rather, such entitlements are intended primarily to promote such compelling countervailing public interest; and
3. Any new entitlements are consistent with the Snyderville Basin General Plan's Future Land Use Maps as amended.

Council Member Armstrong explained that, if the County Council identifies a specific community need and determines that the only reasonable way to get it satisfied is to change the zoning and expand an entitlement, and that expansion is specifically targeted at addressing that public need, they could consider it. It would have to be a need the Council identifies that cannot be reasonably solved any other way, not something a developer brings to the Council and tries to convince them there is a need for it. He believed this would constrain them in such a way that they can solve problems as they face them and still manage growth.

Deputy County Attorney Dave Thomas noted that the County Attorney requested that they change the word ancillary to incidental to make the language clearer. Staff has requested that they add the words "beyond that permitted by the Development Code" after the words "base zoning." He noted that the Development Code includes some cluster bonus density that they would not want to lose.

Council Member Robinson stated that he likes the language proposed by Council Member Armstrong. Council Member Armstrong stated that he wants to be sure that they have language in the General Plan that includes the concept of infill development. He also noted that this does not include the concept of mitigation, and perhaps it should. Chair Carson stated that she believed including mitigation language would create a slippery slope, because people have different interpretations of what mitigation means. She believed it might increase the idea of

entitlement if a developer provides additional mitigation. County Attorney Robert Hilder explained that, if they include language regarding mitigation, they need to be clear as to whether they mean mitigation is required or whether it is a factor to be weighed. Council Member Armstrong believed it should be a requirement. Mr. Putt stated that it would be just as effective without mitigation language, because there is a Code requirement for mitigation as well as other policy statements in the General Plan.

Mr. Thomas clarified that the Development Code specifies that the Council has complete discretion over rezones and cautioned that they are building into the General Plan a self-restriction on the Council with this language, which will require them to go through more hurdles. They will lose some of their legislative discretion, and their discretion will become much more guided. In the future, if they decide this language is too restrictive, they can amend the General Plan and Development Code. Mr. Putt explained that having to potentially amend the General Plan to make this process less restrictive would be another check and balance for the public to have an opportunity to be involved in that discussion.

Council Member Armstrong confirmed with Mr. Thomas that this would not restrict the County's ability to protect open space.

Council Member McMullin stated that her concern with the original drafting of Policy 2.3 was that it was broad and suggested that they could not rezone, which led to being a moratorium. If the original language of Policy 2.3 would give the legislative body the right to rezone, she does not believe the additional language is needed, and she would rather not restrict the Council's ability to rezone. Mr. Thomas stated that his reading of the original language of Policy 2.3 would restrict the Council's ability to rezone unless they amend the General Plan and Development Code to allow them to do so. Council Member Armstrong's language would give the Council more discretion, but they would still restrict themselves, and he wanted them to recognize that is the case.

Council Member Ure asked how this would relate to the special exception process. Mr. Thomas explained that a special exception does not apply to a legislative rezone. A special exception is for a specific use under specific equitable circumstances when an alternative is not available.

Chair Carson recalled that originally they agreed that they wanted to limit new entitlements, get the transportation study completed, and finish the Development Code to support the General Plan. She asked if Staff feels like they need language to address the importance of getting transportation and the Development Code completed before looking at new entitlements. Mr. Putt confirmed that is already covered by other language in the General Plan.

Chair Carson opened the public hearing.

Marilee Bitner expressed concern about the heritage amenity designation, because it affects their private property. She did not believe it was defined well enough to designate it on the map. She noted that Policy 5.2 says a survey should be conducted, and there has been no survey. She would like to know how this would affect their private land, and this designation is very vague. She did not like that they are being singled out and stated that they understand what they have and have no intention of changing it. She was uncomfortable with having no time frames in the General Plan and that no one can do anything until infill has been developed. A lot of that infill

is property people own as an investment, and there is also the technical park, where nothing has been done for years.

Bill Coleman agreed with Mr. Thomas that they need to keep the General Plan very broad, and he felt that they are building Development Code language into the General Plan. It is redundant, because almost all these requirements are already in the Development Code for upzone requests, and the language is already very restrictive. He commented that Policy 2.3 seems to be misplaced and should not be in this section, because it is already in Policies 2.1, 2.2, and 2.4. The transportation master plan and Development Code rewrite are already in the General Plan as well as the transportation studies. If they added language about encouraging infill to Policy 2.1, it would cover the issues and not restrict the Council from dealing with projects as they come to them. Infill is the big issue, and that is what they want to have happen. He believed there has been a lot of misinformation, and he believed the Council still wants to manage infill. The best way to do that is to address it in its most general terms, and they can do that by adding a sentence to Policy 2.1 and leaving it to Staff to make an effort in the Development Code to provide incentives for infill to occur.

Max Greenhalgh stated that he does not support Policy 2.3, which is an unofficial moratorium on new development. As a taxpayer, he urged the Council to allow the undeveloped entitled properties to stay that way as long as possible, because they are taxed at a much higher rate than primary residences. He estimated that two-thirds of the vacant parcels would end up being non-primary dwellings that would pay high taxes and require virtually no service. They would provide a lot of revenue and very little expense in providing services. As a Realtor, most of the vacant residential parcels are 1/4-acre to 1-acre lots, and the County no longer approves lots that size. He believed they should allow the market to dictate the rate of absorption of those lots. As a former Planning Commissioner he believed they should concentrate development in town and mixed-use centers. However, the types of development in mixed-use centers are not the same as the existing inventory, so he questioned why that inventory should be exhausted before mixed-use clusters are allowed to develop. He urged the County to address the lack of provisions to address mixed-use centers. If there is an onslaught of applications for mixed-use centers, the County could adopt a Temporary Zoning Ordinance to give them six months to come up with a long-term strategy, which he believed would be much better than an unofficial moratorium for all development with no time limit. As a voter, he elected the Council to exercise their collective judgment in making good decisions, and they should not be hobbled with unnecessary restraints to carry out their responsibilities. They have more discretion with rezones than with any other land use decision, and that process includes a recommendation from the Planning Commission. He quoted language from the Code regarding what is required to make a decision regarding a rezone and stated that it encompasses everything in Policy 2.3 and more. He stated that they elected the Council Members to make the right decisions, and the guidance and authority are there for them to make the right decisions. He believed Policy 2.3 would burden the Council and the community, and he recommended that they not adopt it.

Pete Gillwald believed what started the firestorm on the Jeremy Center was that it was originally identified in the General Plan as a potential receiving zone for TDRs. However, that was eliminated at a later meeting. He noted that the three hot buttons of concern in the County are transportation, workforce housing, and open space, and he questioned whether the only reason a person could rezone is if they provide one of those three without the ancillary commercial mixed-use that may support the workforce housing. He expressed concern that they might tie a

rezone to specific topics and not look at it in a broader spectrum. With regard to the heritage amenity and the Bitner Ranch, if he wanted to make a proposal for development, it appears that he would have to amend the General Plan and land use map first. Since there is no land use associated with the bulk of the Bitner Ranch, he does not know what could be done there. He referred to Policy 3.12 regarding open space on large lot developments and that it has to be contiguous with pristine or managed recreation open space and commented that would severely limit where it could occur. He recommended that it be contiguous to other open space within the development or adjacent to open space on an adjacent development. He asked about timing of Policy 2.3 and a heritage plan as it relates to the Bitner Ranch and noted that they are talking about three major documents that would have to be developed within a certain time frame. It would be nice if there were some language requiring that language to be developed quickly.

Nancy Matro, a Jeremy Ranch resident, thanked the Council for the work they have put into Policy 2.3 and stated that she agrees with the language Council Member Armstrong presented. Coming into the meeting, her concern was that the Council would not have their hands tied, and she wants them to have their hands tied. A lot of development has been approved and will still be developed, and they do not know what that impact will be. The change she has seen since she moved here in 2002 is horrifying, and not all the change has been for the good. They do not know what they will have if they leave the door open to more development than what is already approved. She asked the Council to approve this version of Policy 2.3, which will not open the door to a lot of new development when they do not know the impact of what is already approved.

Josh Mann, a Jeremy Ranch resident, stated that he likes Council Member Armstrong's language for Policy 2.3. He was worried about the previous language, because it seemed to be a blueprint for how someone would increase entitlements on land. He believes this language ties their hands to the General Plan, which represents what the people want. He noted that the General Plan puts a lot of emphasis on the future land use maps, and sometimes the language says neighborhood mixed-use and sometimes it says mixed-use commercial. He asked if there is a difference and, if not, he requested that the language be consistent.

Council Member Robinson noted that the third point in Council Member Armstrong's language refers only to the land use maps in the General Plan, and it should include the narrative language in the General Plan as well.

Kathleen Johnston, a resident of Jeremy Ranch, stated that they have had much more recent and uncivil contact on the Jeremy Center project, so it is still a contemporary topic for them. She was aware that the Council was copied on a message to their property management company from the owners of the Jeremy Center within the last 10 days. The owner has presented a plan for a hotel and grocery store and other uses that were brought up in the past. She has lived in Jeremy Ranch for 18 years and plans to continue to live there to the end of her life, and she has a vested interest in maintaining the lifestyle she has become accustomed to. She would like to see the Council adopt some version of restricted language regarding this topic in the General Plan. She would like it to be restrictive of additional growth until they understand what is currently entitled and not developed. She was comfortable with the original language proposed by the Planning Commission, and she believed they would have sufficient discretion if the right exceptions present themselves in the future. She is trying to be an informed citizen, but the staff report had an error in it and was incomplete, and there have been three additional iterations this

evening that were not in the staff report. She stated that it is difficult to participate in the process when it is always changing.

Chair Carson noted that one reason things change is that they try to be responsive to the comment they receive, and they do not want to have to wait two weeks to reschedule another public hearing. She asked the public to be patient with them and the process. She also noted that the input from the Jeremy Ranch residents was not negative in any way, but they were frustrated, because they knew there was a misunderstanding of their process. The Council cannot control what a developer does, and if a developer approaches the residents for a meeting in the future, she suggested that they ask a County representative to attend the meeting to clarify the information and process that may be put forward by the developer. Ms. Johnston stated that she understood there were substantive discussions going on between the developer and the government entity they rely on. Council Member Robinson confirmed that there have been no discussions with the County Council. Ms. Johnston stated that she and other people from Jeremy Ranch have been attending the meetings up to this point and trying to come fully informed. If they are not getting it and are not keeping up with the dialog, there is something wrong with the conversation, because they are trying. Council Member Armstrong stated that the County has worked consistently to keep the public informed about what is going on. He suggested that, before they sent out mass communications, they check with Staff to verify the accuracy of the information they have received.

Kathy Becker, a resident of the Kimball Junction neighborhood, stated that Council Member Armstrong's language is very smart and reflects a commitment to the public. She believed the Council should trust themselves in being accountable to slow down processes that may bring out controversy. She believes definitions make a difference. She stated that her neighborhood did not get to the individual neighborhood planning processes, and she did not think closure should happen without getting out into the neighborhoods and hearing whether people think the neighborhood plan may not be quite right yet. She believed that should keep happening even after the General Plan is adopted so they can work out the bugs where the neighborhoods are not yet in a consensus format.

Cherie Hooten, a Jeremy Ranch resident, stated that the developer contacted them and wanted to meet with them. They did so, because they were concerned about the development. They did what they thought was prudent, and Mr. Putt was at that meeting. She commended Mr. Putt and the Planning Commission for listening and trying to help them. When they attended the public hearing at the Planning Commission, the Commission said they heard their concerns, and Policy 2.3 is evidence that they did. She urged them to hold the line, accept Policy 2.3, and ask that development be done that currently exists before further development is created.

Chair Carson closed the public hearing.

Mr. Putt addressed the concerns about the heritage amenity designation. He explained that it identifies on the map that there are historic attributes associated with the site so the right kind of development happens on the property and the cultural resources are preserved. He noted that Policy 5.4 talks about the County creating the appropriate incentives for the property owners to preserve those cultural amenities. He does not see that designation as an undue restriction or a burden but as an opportunity for the flexibility to come in with the right plan based on the incentives to do the right thing for the property.

Council Member Armstrong noted that they will have a new General Plan, and the Development Code may not currently be consistent with the new General Plan. He asked how they would resolve those inconsistencies. Mr. Putt stated that he did not believe there would be a big gap between the current Code and the values statements expressed in the General Plan. He recalled that there is currently a temporary zoning ordinance in place for historic preservation, and Staff will come back with recommendations for language to be added into the Code.

Council Member Ure asked how they would work through the timing of Policy 2.3 as addressed by Ms. Bitner. Mr. Putt explained that part of the desire to get the General Plan adopted is to be able to move forward to get the Code rewritten. There is no reason to delay the development of Code language, and he did not want to give a firm date, because they will discuss some significant tools that will probably involve a lot of public comment and input. He would rather do a careful vetting of those tools with the public than to set a firm date. As soon as they have a decision on the General Plan, Staff will put together a work program, and in a few weeks they should have an estimate of when they may have that work done. Council Member Ure stated that he believed Ms. Bitner was referring specifically to a time frame for Policy 2.3. Council Member Armstrong believed the answer is that the Council did not elect to include a time frame. Council Member McMullin stated that she is completely uncomfortable with the words “significantly exhausted,” and the only thing that gives her comfort is that they will look at the General Plan again in a year. Chair Carson commented that she believes some people are concerned that the process of getting the Development Code in place could drag out for four or five years. She asked if they could set a goal of trying to complete it in a year and a half. Mr. Putt stated that he would like to have an opportunity to sit down with the Planning Commission first and develop a work plan.

Council Member Ure recalled that there was a question about the difference between mixed-use and mixed-use neighborhood commercial. Mr. Putt explained that there is a mixed-use neighborhood commercial designation in some locations where they attempted to identify those portions of the community that are covered by an existing entitlement. In other areas, there is a mixed-use designation, which is just a spatial arrangement of types of uses they might see in that area in the future. It would be a residential mix of units that may have associated neighborhood commercial support, and that designation gives them the ability to explore future new zoning districts that could be implemented in those areas. He explained that some of those areas could be conduits between neighborhoods that are compact and mixed in form.

Council Member Armstrong asked Staff to address the public comment regarding Policy 3.12. Mr. Putt explained that is not new language and was adopted as part of Phase I. Council Member Armstrong asked if it can practically be done. Chair Carson believed it was meant to prohibit considering back-to-back yards as open space. Council Member Armstrong recalled that it was suggested that infill be addressed in Policy 2.1 and asked if encouragement of infill is included anywhere in the General Plan. Mr. Putt stated that could be addressed in Policy 2.6.

Council Member Robinson asked if there is clear language in the General Plan stating that an annual review is required. Mr. Putt explained that they did not include that language in the document, because it is regulatory language. However, the record of the public hearings reflects that is what they will do. Council Member Robinson requested that they include language regarding an annual review in the intent language in Section 1.



Council Member Ure asked if Staff is clear on the changes that have been made and expressed his concern about voting on something when they have not seen the final language.

**Council Member Robinson made a motion to adopt Phase II of the Snyderville Basin General Plan with the amended language for Policy 2.3 and the changes and corrections discussed during this meeting through adoption of Ordinance 839, with final review and approval by the Chair, with the following findings of fact and conclusions of law as shown in the staff report:**

**Findings of Fact:**

1. State Code Section 17.27a.302 states that the role of the Planning Commission includes the preparation of and recommendation on the General Plan and updates to the General Plan.
2. State Code Section 17.27a.401 establishes all required standards for General Plans.
3. State Code Section 17.27a.403 outlines the preparation of General Plans and contains additional required elements, including land use, transportation, and housing.
4. State Code Section 17.27a.102 outlines the purpose of the State Land Use Code, with which the General Plan must comply, which includes provisions for the health, safety, and welfare of the County.
5. Chapters 1-9 of the General Plan were adopted by the Summit County Council on February 26, 2014, and are referred to as Phase I.
6. The proposed amendments to the current General Plan are referred to as Phase II and include future land uses and development patterns.
7. The Planning Commission held public hearings on Phase II on October 14, 2014; November 4, 2014; November 18, 2014; December 9, 2014; January 13, 2015; and February 10, 2015.
8. The Planning Commission held a public open house on the proposed changes on December 16, 2014.
9. The Planning Commission unanimously forwarded a positive recommendation to the SCC on February 10, 2015.

**Conclusions of Law:**

1. The proposed amendments will not affect the existing character of the Snyderville Basin in an adverse or unreasonable manner.
  2. The public health, safety, and welfare will not be adversely impacted by the proposed amendments.
  3. The amendments comply with the process outlined in State Code Section 17.27a.302.
  4. The amendments comply with the process outlined in State Code Section 17.27a.401.
  5. The amendments comply with the process outlined in State Code Section 17.27a.403.
  6. The amendments comply with the process outlined in State Code Section 17.27a.102.
- The motion was seconded by Council Member Armstrong.**

Council Member Ure stated that this is an improvement over the last version, but he is still not happy with it.

**The motion passed by a vote of 4 to 1, with Council Members Armstrong, Carson, McMullin and Robinson voting in favor of the motion and Council Member Ure voting against the motion.**

Chair Carson thanked Staff and the Planning Commission for their work and those who attended and provided public input.

The County Council meeting adjourned at 7:55 p.m.

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*Council Chair*, Kim Carson

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*County Clerk*, Kent Jones

## Staff Report

Subject: Interlocal Program and Funding Agreement, Mountain Accord Phase II

Author: Anita Lewis

Date: July 8, 2015

Type of Item: Discussion, public input and possible approval

### Summary & Purpose of today's discussion

- 1) A motion to approval or disapproval of the Phase II Mountain Accord Program Funding Agreement;
- 2) County Council provides input and direction regarding the Mountain Accord Report 3.0 to Councilman Robinson for the **next** Mountain Accord Executive Council Meeting.
- 3) Final direction of public lands designations.

### Executive Summary

#### Phase II – Interlocal Agreement

- It is anticipated that Phase II will be up to a three year process that will finalize a Mountain Accord Blueprint.
- Funding – Summit County's portion is \$ 50,000 over a three year period.
- Local jurisdictions are not obligated to implement actions with which they are not in agreement

#### Included in the Accord document:

##### 3.12 Parleys Corridor

3.12.1 The parties agree that, to support the overall goals of the Mountain Accord to connect economic and recreational nodes within the Wasatch Front and Back, an Alternatives Analysis will be conducted to evaluate connections between the Salt Lake Valley and Greater Park City Area. The Alternatives Analysis will include an analysis of modes, corridors and termini between Salt Lake City and Salt Lake County and the Greater park City Area.

3.12.2 The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short and long-term mobility needs on regional travel corridors including, but not limited to I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215 and will also consider multi-modal

(bicycle and pedestrian) connections including consideration of regional trails. Upon adoption of a Locally Preferred Alternative, proposed operational and infrastructure improvements will proceed into NEPA environmental review process with a subsequent goal of obtaining Project Approval that is consistent with Mountain Accord's vision and goals.

3.12.3. A Task Force including Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional council, Utah Transit Authority, and others as needed will undertake this effort.

3.17.4 Mountain Accord decisions are consensus based and do not supersede federal, state and local jurisdictions' authorities. Local government signatories are expected to, but not legally obligated to; facilitate the actions described in the Accord through zoning, general plans, or other available tools. Local jurisdictions are not obligated to implement actions with which they are not in agreement.

## **PROGRAM AND FUNDING AGREEMENT**

### **Mountain Accord Phase II**

This Interlocal Program and Funding Agreement — Mountain Accord Phase II (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and among Cottonwood Heights (“Cottonwood Heights”), Draper City (“Draper”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSL”), Park City Municipal Corporation (“Park City”), Sandy City (“Sandy”), Salt Lake City (“SLC”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), and Wasatch County (“Wasatch County”). Each is individually referred to as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Draper City, Alta, and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, MWDSL is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies, and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities;

WHEREAS, the Parties have previously entered into a Program and Funding Agreement for Wasatch Summit Phase I (“Phase I Agreement”), dated February 3, 2014, which established

a Mountain Accord Program Charter dated February 2014 (“Program Charter”). The Program Charter will be maintained by the Program Manager (defined below) and will be updated as needed by consensus of the Executive Board (defined below);

WHEREAS, the Parties desire to enter into this Agreement to provide for a transition from Phase I into Phase II (as defined below), and to define their respective roles and responsibilities with respect to Phase II.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### 1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to address long-term transportation, environmental, economic, and recreation needs in the Central Wasatch Mountains (the “Program”).
- B. Phase I of the Program has concluded. This Agreement supersedes and replaces the Phase I Agreement, although contracts for the Project Manager (defined below) and Environmental Technical Consultant (defined below) established under the Phase I Agreement may still be in effect. During Phase I, the parties to the Phase I Agreement (i) contributed to the Program and deposited funds into a holding account managed by UTA, and (ii) engaged a Mountain Accord Program Manager (“Program Manager”) and a consultant to provide environmental professional services (“Environmental Technical Consultant”). UTA will retain in that holding account any funds left over from Phase I, and those funds will continue to be dedicated to Program expenses, as further detailed in Paragraph 6.
- C. The Parties anticipate that this phase of the Program (“Phase II”) will be up to a three year process that (i) will finalize a Mountain Accord Blueprint (“Blueprint”) that will be a landscape-scale vision for the Central Wasatch Mountains, addressing environmental protection, recreation, economic prosperity, and transportation issues; and (ii) will implement various components of the Blueprint, as prioritized by the Executive Board (as defined below), with the available Program funding.
- D. The final work deliverables and general agreement on the major decisions in Phase II will be in accordance with the elements of the approved Blueprint, as prioritized by the Executive Board.
- E. Each of the Parties will pledge funds as more particularly set forth herein, for

Phase II.

2. EXECUTIVE BOARD AND DESIGNATED REPRESENTATIVES. An Executive Board (“Executive Board”) is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Board. The Parties may invite third parties to serve on the Executive Board at their direction. The Executive Board shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Board. The Parties hereby designate the following as their Designated Representatives on the Executive Board:

Alta.....Mayor Tom Pollard  
Cottonwood Heights .....Mayor Kelvyn H. Cullimore, Jr.  
Draper City.....Mayor Troy Walker  
Metropolitan Water District  
of Salt Lake & Sandy .....Michael L. Wilson, MWDSLS General Manager  
Park City .....Council Member Andy Beerman  
Sandy.....Mayor Tom Dolan  
Salt Lake City .....Mayor Ralph Becker  
Salt Lake County.....Mayor Ben McAdams  
Summit County .....Council Member Christopher Robinson  
UDOT .....Nathan Lee, Region 2 Director  
UTA .....Michael Allegra, President/CEO, UTA  
Wasatch County .....Council Member Michael Kohler

Any party may change its Designated Representative on the Executive Board. Such changes will be reflected by updating the Program Charter; no Amendment (defined below) to this Agreement will be necessary.

3. MANAGEMENT TEAM. A Management Team was established under the Program Charter to manage the activities of Mountain Accord. The Management Team will continue to administer the Program, approve contract scopes of work and budgets for Program consultants, including the Program Manager, the Environmental Technical Consultant, and any other technical consultants hired for the Program, make recommendations to the Executive Board for formal decisions and conflict resolutions as necessary, and give direction to the Program Manager on the day-to-day management of the Program. The Management Team consists of Mayor Ralph Becker, Council Member Andy Beerman, Mayor Tom Dolan, Mayor Ben McAdams, Michael Allegra, David Whittekiend with the US Forest Service, and Alan Matheson representing the State of Utah. Changes to the membership of the Management Team

will be reflected by updating the Program Charter; no Amendment (defined below) to this Agreement will be necessary.

4. **TERM.** The term of this Agreement shall be up to three (3) years, unless otherwise agreed by the Parties in accordance with Paragraph 11. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
5. **FUNDING.** The amounts for funding Phase II of the Program, allocated by the Parties over a three year period, is expected to be as follows:

Salt Lake City .....	\$600,000
Salt Lake County.....	\$600,000
Utah Transit Authority .....	\$600,000
City of Sandy .....	\$300,000
MWDSLS .....	\$300,000
Park City Municipal Corporation.....	\$300,000
Draper City .....	\$180,000
City of Cottonwood Heights .....	\$150,000
Summit County .....	\$150,000
UDOT .....	\$150,000
Wasatch County .....	\$150,000
Town of Alta .....	\$ 45,000

Funding is due as follows: for each of the monetary contributions, one-third of each Party’s contribution will be due and payable on or before September 30, 2015; one-third of each Party’s contribution will be due and payable on or before September 30, 2016, and one-third of each Party’s contribution will be due and payable on or before September 30, 2017, assuming such amount is appropriated by the Party for such purpose. The funds shall be deposited in the UTA segregated holding account described in Paragraph 6 of the Agreement and shall be used solely for the purposes of the Program, as directed by the Executive Board.

In addition, the State of Utah has contributed \$3,000,000 of fiscal year 2015 state funding through the Governor’s Office of Economic Development (“GOED”), which is expected to be received on or before April 30, 2015 through a grant agreement between GOED and Utah Transit Authority. Parties anticipate that the State of Utah will continue to contribute to the Program each year. This amount will be determined annually by the Utah State Legislature.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Board shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Board.

6. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase II of the Program will be deposited in a segregated holding account (the “Account”), which



UTA created pursuant to the Phase I Agreement and will manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Board, and in accordance with UTA policies. UTA shall pay Program expenditures first from the funds appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall provide financial information to the Program Manager to issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.

7. **CONTRACTOR ADMINISTRATION.** UTA shall be responsible for administration of the Program Manager and Environmental Technical Consultant contracts established under the Phase I Agreement. Additional contracts as authorized by the Executive Board may be administered by other Parties as agreed to by the Executive Board. Contract administration services will be provided by the Parties at no charge to the Program. Parties will not enter into any contracts committing Program funds without the knowledge and consent of the Executive Board.

Any Party that administers a contract authorized and funded pursuant to this Agreement shall coordinate with the Management Team, as authorized by the Executive Board, in such matters as developing scopes of work, issuing Notices to Proceed, issuing change orders, accepting the work products of the Program contractors and similar items; however, at such time as a Notice of Intent is issued to begin preparation of an environmental document in accordance with the National Environmental Policy Act (NEPA), the Environmental Technical Consultant will then take direction from the Lead Agencies, as defined by NEPA, regarding work scope and contract deliverables. The Lead Agencies will also review and approve the scope of work for the Environmental Technical Consultant regarding preparation of the environmental document(s). The Management Team will provide input to the Lead Agencies regarding the NEPA scope of work, deliverables, and decisions for the Program.

8. **CONTRACTOR SELECTION.** The Management Team, or their designated representative, shall prepare scopes of work for any new Program consultants, which must be approved by the Executive Board. The Party administering the contract shall issue requests for proposals and administer Program contracts in accordance with their agency's policies. The Management Team, with input from the Executive Board, shall appoint members of the Executive Board or their designated staff to participate on the evaluation and selection committees for any new Program contracts.

9. **PAYMENT OF INVOICES.** Any Party administering any contracts authorized and funded pursuant to this Agreement will review the invoices to make sure they meet the Party's contracting and accounting policies and procedures, and will forward invoices received from the contractors to the Program Manager for review, and to each Party's designated representatives for review and approval. For all contractor invoices other than the Program Manager's invoices, the Parties will request that the Program Manager provide the Parties a description of the expenditures with an evaluation of whether the invoice is consistent with the scope and budget of the associated contract. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify the administering Party of disapproval within ten (10) business days will be deemed approval. Approved invoices shall be submitted to UTA for payment. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days. In no event shall UTA be expected or required to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 6.
10. **COORDINATION AND INFORMATION SHARING.** The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Manager may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Manager. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
11. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Board to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.
12. **RECORDS.** Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records

Access and Management Act and applicable Federal law. Records created by or through the work of the Program Manager and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

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

14. TERMINATION OF THE AGREEMENT. At the expiration of this Agreement or if the Executive Board determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 6, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

#### 15. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Management Team for resolution of the dispute.
- B. If the dispute is not resolved by the Management Team, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Board.
- C. If the dispute is not resolved by majority vote of the Executive Board within thirty (30) calendar days after referral to the Executive Board, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within ninety (90) calendar days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually

agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

16. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Nathan Lee  
Utah Department of Transportation  
Region Two  
2010 South 2760 West  
Salt Lake City, Utah 84104

Copy to:

Renee Spooner  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148455  
Salt Lake City, UT 84114-8455

UTA

President/CEO Michael Allegra  
669 West 200 South  
Salt Lake City, UT 84101  
Email: [mallegra@rideuta.com](mailto:mallegra@rideuta.com)

Copy to:

UTA General Counsel  
669 West 200 South  
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker  
Salt Lake City Mayor's Office  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, UT 84114  
Telephone: (801) 535-7704  
Email: [Ralph.Becker@slcgov.com](mailto:Ralph.Becker@slcgov.com)

Copies to:

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

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

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

c/o Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84111  
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Facsimile: (801) 364-9127  
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ALTA

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Town of Alta  
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PARK CITY

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City Attorney  
Park City Municipal Corporation  
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SANDY CITY

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SALT LAKE COUNTY

Mayor Ben McAdams  
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SUMMIT COUNTY

Christopher Robinson  
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WASATCH COUNTY

Council Member Michael Kohler  
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Heber City, Utah 84032

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Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

MWDSLS

Michael L. Wilson  
Metropolitan Water District of Salt Lake  
& Sandy  
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Cottonwood Heights, Utah 84093  
Telephone: (801) 942-9685  
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DRAPER CITY

Mayor Troy Walker  
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Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

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

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

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

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

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 5, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

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

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

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

20. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 5, the effective date as to each Party is the date of that Party's signature



UDOT agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

UTAH DEPARTMENT OF  
TRANSPORTATION

---

Nathan Lee, Region 2 Director

Approved as to Form

---

Salt Lake County agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE COUNTY

---

Ben McAdams, Mayor

Approved as to Form

---

Summit County agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

SUMMIT COUNTY

---

Kim Carson, Council Chair

Approved as to Form

---

Salt Lake City agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE CITY

---

Ralph Becker, Mayor

Approved as to Form

---

City of Sandy agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SANDY

---

Tom Dolan, Mayor

Approved as to Form

---

Cottonwood Heights agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

COTTONWOOD HEIGHTS

ATTEST:

\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

\_\_\_\_\_  
Kory Solorio, Recorder

Approved as to Form

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

PARK CITY MUNICIPAL CORPORATION

---

Jack Thomas, Mayor

Approved as to Form

---

Utah Transit Authority agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

UTAH TRANSIT AUTHORITY

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Michael Allegra, President/CEO

---

Matt Sibul, Chief Planning Officer

Approved as to Form

---



Town of Alta agrees to provide \$45,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF ALTA

\_\_\_\_\_  
Tom Pollard, Mayor

Approved as to Form  
\_\_\_\_\_

Wasatch County agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

WASATCH COUNTY

\_\_\_\_\_  
Michael Davis, County Manager

Approved as to Form:

\_\_\_\_\_

MWDSLS agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Michael L. Wilson, General Manager

Approved as to Form:

\_\_\_\_\_  
Shawn E. Draney, General Counsel

Draper agrees to provide \$180,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

DRAPER CITY

\_\_\_\_\_  
Troy Walker, Mayor

Approved as to Form:

\_\_\_\_\_

**RECITALS**

WHEREAS, the Central Wasatch Mountains are a valuable natural resource and we place a high value on the natural environment, wilderness qualities, watershed health, water resources, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water to the growing urban populations surrounding them and are the reason we can flourish in our arid climate;

WHEREAS, the mountain environment offers diverse recreational experiences which promote active lifestyles and enhances our residents' quality of life;

WHEREAS, the Central Wasatch Mountains are an essential asset to the local and state economies, a crucial amenity for residents and companies that choose to locate here, and a key component of the tourism industry;

WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

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

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 6) as a consensus-based body comprised of representatives from local governments that have a significant regulatory or oversight role in the program's geographic area, Utah state government and legislature, federal agencies that could be asked to take federal action based on program outcomes, and private business, environmental, and recreation interests;

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

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley, on the east by Park City, on the north by Parleys Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, Mountain Accord conducted an extensive public process over the past year that brought together more than 200 stakeholders and experts to develop Existing Conditions and Future Trends; Visions, Goals, and Metrics; and Ideal Systems reports for the environment, recreation, transportation, and economy systems of the Central Wasatch that helped create a proposed Blueprint for the Central Wasatch; and

WHEREAS, the Executive Board has incorporated public comment on the proposed Blueprint into this Accord, which replaces the proposed Blueprint and reflects the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned parties agree as follows:

## **AGREEMENT**

### **1. PURPOSE OF ACCORD**

- 1.1. The intent of Mountain Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for public benefit the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The Accord supports a transportation system that serves all of these values.
- 1.2. Mountain Accord documents the agreement of a diverse range of public and private interests in Utah. After 18 months of engagement by thousands of participants and the negotiations of the primary parties in the Central Wasatch Mountains, Mountain Accord, through this Accord, reflects the consensus positions of the Mountain Accord Executive Board and additional signatories below. The Accord serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.3. Mountain Accord participants are committed to take proactive action now.
- 1.4. The parties recognize the many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and/or other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.5. The parties of the Accord have agreed to pursue federal action for land designations, land exchanges and transit solutions. It is recognized by all parties that while federal actions may occur, there are conditions to fulfill portions of the federal outcomes.
- 1.6. The Mountain Accord is not a substitute for formal local, state, and federal decision-making and does not bind private parties. However, the parties agree to support the Accord and to work diligently and in good faith to accomplish the Mountain Accord recommendations.
- 1.7. Specifically, we seek:
  - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
  - 1.7.2. A recreation system that provides a range of settings and accommodates increasing demand by encouraging high levels of use at thoughtfully designed locations with convenient access and protecting solitude, naturalness, and other backcountry values.
  - 1.7.3. A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall

regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch.

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

## 2. INTENDED OUTCOMES

The parties agree that the following describes the outcomes intended by the Accord:

- 2.1. Watersheds are protected to ensure existing and future culinary water resources are reliable and of high quality. Lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities are preserved. Degraded lands are restored.
- 2.2. US Forest Service lands in the study area are designated for additional federal protections, as shown on Attachment 3 (existing conditions are depicted on Attachment 1). Once the land transfers and boundary adjustments described herein and shown on Attachment 2 are completed, there will be no further ski area expansion within the federal designation area shown on Attachment 2. Ski area boundaries are defined by the US Forest Service Special Use Permit boundaries as shown on Attachments 2 and 3.
- 2.3. The patchwork nature of public and private land ownership is reduced so that the US Forest Service is managing undeveloped rather than developed lands. National Forest lands are consolidated, inholdings are obtained, and privately held upper watershed lands with environmental and recreation values are transferred into public ownership where it can be accomplished with willing participants.
- 2.4. Clustered Nodes
  - 2.4.1. Development patterns are encouraged that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
  - 2.4.2. Future development is encouraged in the urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 (shown as economic centers Attachment 5).
  - 2.4.3. Specifically, additional mountain development in the Cottonwood Canyons is limited to clustered nodes within existing disturbed areas at the bases of the existing ski areas. (The rights of private property owners to develop within existing local laws and ordinances is recognized and any land use restrictions would not be imposed without just compensation.) This mountain development is:
    - thoughtfully designed to complement the natural setting and maintain open spaces,
    - compatible with the intent of local communities as defined in land use plans and ordinances, and

- focused around transit stations to encourage walking, biking, and transit use and reduce single-occupancy automobile use.
- 2.4.4. Any further development in the Cottonwood Canyons does not exceed previous planned development units and is within existing culinary water contracts except as otherwise noted herein. (An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 4.)
- 2.4.5. Local plans and ordinances that are applicable to the Cottonwood Canyons support the intended outcomes outlined in this section.
- 2.5. The recreation system is well-designed, balanced, and supports the wide variety of recreational opportunities for residents and visitors while reducing degradation of natural resources caused by use. This recreation infrastructure is strategically designed using identified high, medium, and low use nodes. Recreation activities are directed to nodes that accommodate and manage growth with appropriate infrastructure and convenient access. Trail access is integrated into transit solutions.
- 2.6. Transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch mountains support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and tourists. Transportation options increase transit use, walking, and biking and decrease single-occupancy vehicle use. Transit investments do not induce unmanageable or undesired use or development in the mountains and are compatible with the unique environmental character of the Central Wasatch.
- 2.7. Transportation solutions in the Cottonwood Canyons reduce risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and improve emergency response capabilities and evacuation routes.

### **3. AGREED-UPON ACTIONS**

- 3.1. In order to achieve the outcomes described above, the parties have agreed to a comprehensive package of actions including land exchanges, land designations, transportation, environmental monitoring, and other actions, as described in the remaining sections. The parties recognize that the following recommendations constitute a package that together meet the intended outcomes of the Accord. Removal or alteration of individual components may warrant re-negotiation.

#### **3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS**

- 3.2.1. The parties agree to support and pursue a new federal land designation. The US Forest Land and any private land transferred into federal ownership within the boundary shown on Attachment 3 will be given a new federal land designation that will protect those lands from development. Options for the federal land designation include, but are not limited to, a National Recreation Area, National Monument (congressionally-designated), or Conservation Management Area.
- 3.2.2. The Cottonwood ski areas (Alta, Snowbird, Brighton, and Solitude) agree that once the land transfers and boundary adjustments described herein are completed, they will not seek to further expand their respective footprints within



the federal designation area shown on Attachment 3. The ski areas will support the land designation actions.

- 3.2.3. The federal land designation and land exchange will require federal action, and a draft bill proposing those actions has been developed (see Attachment 7). The parties agree to continue work on the bill and to formally approve the proposed bill language through the Mountain Accord Executive Board consensus process.
- 3.2.4. Parties anticipate seeing growth in year-round ski-area use and expressly support responsible recreation infrastructure changes (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas’ respective US Forest Service Special Use Permit boundaries. These changes would be managed through standard permit processes, with the condition that new lifts providing mechanized access to areas outside of resort ownership or Special Use Permit boundaries will not be planned or built. Lands that are transferred to US Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.5. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads are not precluded from consideration within the new federal designation or the lands exchanged into public ownership.
- 3.2.6. The Utah Department of Transportation will maintain the ability to perform avalanche control and maintenance activities on transportation facilities.

**3.3. LAND EXCHANGE**

- 3.3.1. The parties recommend that the US Forest Service analyze and potentially implement, through NEPA and public process, the land exchange concept as shown on Attachment 2. Land transactions are subject to valuation, land, title, and boundary descriptions, and mitigations resulting from the NEPA process.
- 3.3.2. Approximate acreages for the proposed land exchange portion of the land preservation package are listed below:

<b>Ski Area</b>	<b>Public Receives (approximate acreage)</b>	<b>Ski Area Receives (approximate acreage)</b>
Alta	Up to 603 acres	Up to 160 acres in base area
Snowbird	Up to 1,107 acres	Up to 43 acres in base area Up to 416 in American Fork canyon
Brighton	Up to 200 acres	Up to 35 acres in base area 140 acre permit expansion in Hidden Canyon
Solitude	Up to 240 acres	Up to 50 acres in base area 70 acre permit expansion in Silverfork
<b>TOTAL</b>	<b>Up to 2,147 acres</b>	<b>Up to 288 acres in base areas Up to 416 acres in American Fork canyon 210 acres of permit expansions</b>

3.3.3. The land exchange proposal will likely be executed through four separate US Forest Service land exchanges and each will be on a value for value basis. For US Forest Lands transferred to private ownership, the US Forest Service must receive 100% of the value of the transferred federal lands. At least 75% of the value of the federal lands must be in the form of private land within the Mountain Accord study area or American Fork Canyon transferred into federal ownership. Up to 25% of the value of the federal lands may be in the form of monetary payments.

### **3.4. ALTA LAND EXCHANGE**

3.4.1. Alta Ski Lifts agrees to proceed with the exchange of the following lands (shown on Attachment 2): up to 603 acres of Alta Ski Lifts land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) for up to 160 acres of US Forest Service land situated at the base of the ski area.

3.4.2. It is understood that the implementation would occur after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation. Alta Ski Lifts conditions the final implementation of the exchange of its lands on a transit system that resolves transportation problems and improves avalanche safety conditions in Little Cottonwood Canyon, a transit tunnel connection between Little Cottonwood Canyon and Big Cottonwood Canyon, and entitlement for 100 units of lodging (anticipated to be contained in one building) and 8 commercial/retail shops supportive of a transit station. The parties recognize that the conditions outlined by Alta Ski Lifts do not obligate current or future Town of Alta councils or administrations.

3.4.3. Parties agree to work in good faith toward a transit station and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed user trailhead, consistent with Mountain Accord intended outcomes. It is anticipated this transit station would be located on base-area land obtained in the exchange, subject to the NEPA process.

3.4.4. Salt Lake City agrees to provide additional culinary water for the purpose of up to 100 units of lodging and 8 commercial/ retail shops supportive of a transit station to be operated by Alta Ski Lifts. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts. For SLC, the provision of additional culinary and snowmaking water is contingent upon:

- widespread additional protection of federal and privately held ski resort lands in Salt Lake City's municipal watersheds, including the privately held parcels in Grizzly Gulch,
- no future ski resort expansion within Salt Lake City's municipal watersheds, beyond what is specified in the Accord, and
- Salt Lake City's completion of legal review.

3.4.5. Under the current conditions, the Town of Alta supports a federal land exchange between Alta Ski Lifts and the US Forest Service provided the timing of the decision on the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town

of Alta may withhold its support of a federal land exchange between Alta Ski Lifts and the US Forest Service.

- 3.4.6. Future development on lands to be acquired by Alta Ski Lifts within Town of Alta boundaries is subject to Town of Alta zoning and land use regulations. The Town of Alta recognizes that at this time, the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include the exchanged base area lands currently in US Forest Service ownership in the plan's identified commercial core. If/when such transfer takes place the Town of Alta will work collaboratively with Alta Ski Lifts, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.7. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land use permits would be consistent with Mountain Accord intended outcomes and existing land use patterns in the base area and would support a thriving commercial center for all base area business owners. Alta Ski Lifts and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Alta businesses.
- 3.4.8. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.

### **3.5. SNOWBIRD LAND EXCHANGE**

- 3.5.1. Snowbird agrees to proceed with the exchange of the following lands (shown on Attachment 2): up to 1,107 acres of Snowbird's land, located in the upper watershed on Mount Superior, Flagstaff, White Pine, Days Fork/Cardiff for up to 43 acres of US forest land around the Snowbird base area (and within Snowbird's existing permit boundary) and up to 416 acres of US Forest land in American Fork Canyon.
- 3.5.2. Development of land transferred to Snowbird Ski Resort in upper Mineral Basin and Mary Ellen Gulch will be subject to local approvals. Hotel, condominium, and single family home uses will not be permitted. Development in these areas will be limited to uses that support ski area operations. New utility infrastructure in these areas will not be allowed; structures must be serviced with on-site and self-contained water and septic systems.
- 3.5.3. A possible future connection between the American Fork Canyon road and the lands transferred to Snowbird Ski Resort in upper Mineral Basin is not addressed in this Accord. Any such proposal is subject to decision-making and public processes for the US Forest Service, Utah County, and other entities.
- 3.5.4. The parties recommend that Utah County and American Fork interests are represented in the NEPA process for the land exchange.
- 3.5.5. In the Snowbird base area, a resort zone will be developed to better define and control development to ensure the best outcomes with respect to sensitive lands.

- 3.5.6. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Snowbird Ski Resort.
- 3.5.7. The right to perform avalanche safety control (especially above Snowbird and Town of Alta) is preserved.

### **3.6. SOLITUDE LAND EXCHANGE**

- 3.6.1. Solitude Ski Resort (owned by Deer Valley) agrees to proceed with the exchange of the following lands and actions (shown on Attachment 2): up to 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for up to 50 acres of federal lands around the Solitude base area and a 70 acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Silver Fork Canyon.
- 3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude Ski Resort.
- 3.6.3. Solitude commits to improving access conditions for backcountry recreationalists in Silver Fork. (These options for improved access will be considered in the NEPA process.)
- 3.6.4. It is recognized that the currently proposed SolBright lift referred to in the Forest Service Record of Decision 2003 could provide an unacceptable, higher level of access to the Wolverine area. Recognizing this, Solitude will work with the Forest Service, Brighton, an environmental representative, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Ski Area to Solitude. Salt Lake City agrees to pursue such an alignment assuming all permits and environmental/water quality protections would be in place.
- 3.6.5. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 development units to support transit use consistent with Mountain Accord desired outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate better development patterns.
- 3.6.6. The parties agree that the proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork.
- 3.6.7. Uphill access through the new resort boundary at the mouth of Silver Fork Canyon to backcountry areas up Silver Fork would not be inhibited.
- 3.6.8. Formal permission to use Salt Lake City's watershed parcels would be obtained if those properties are traversed or contained in Solitude's expansion.

### **3.7. BRIGHTON LAND EXCHANGE**

- 3.7.1. Brighton Ski Resort agrees to proceed with the exchange of the following lands and actions (shown on Attachment 2): up to 200 acres of Brighton's land, located in the upper watershed for 35 acres of US Forest lands around the Brighton base area and a 140 acre expansion of Brighton's special use permit in Hidden Canyon.

- 3.7.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude Ski Resort.
- 3.7.3. Parties agree to work in good faith toward a transit station and associated public amenities (such as public restrooms) for summer and winter visitors consistent with Mountain Accord intended outcomes. It is anticipated this transit station could include up to 4 restaurant/retail spaces and up to 60 total rooms. At Brighton's discretion, future development could replace Brighton's existing hotel development and M. Majestic Lodge.
- 3.7.4. Hidden Canyon expansion would be subject to public acquisition of lands within the adjusted boundary. Prior to expansion, Brighton would be allowed to clean up beetle kill conditions on these lands.
- 3.7.5. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.

### **3.8. LAND ACQUISITION PROGRAM**

- 3.8.1. The parties agree to implement a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area where it can be accomplished with willing sellers. Where appropriate, the parties will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

### **3.9. TRANSPORTATION**

In order to achieve the outcomes described in Section 2, the parties agree to steps outlined in the Sections 3.10 to 3.13. Attachment 5 shows the key transportation corridors referenced below.

#### **3.10. COTTONWOOD CANYONS**

- 3.10.1. The parties recommend that the applicable federal agencies begin the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons, and to abide by NEPA procedures before making decisions about such alternatives. Nothing in this agreement is intended to prejudice or replace the NEPA process.
- 3.10.2. Outcomes of the Mountain Accord analysis-together with numerous previous studies in which transportation issues are identified-form the basis of proposed actions for improved public transportation choices in Big and Little Cottonwood Canyon that are analyzed during a NEPA process.
- 3.10.3. The parties express their mutual preference for alternatives that connect to the existing regional public transportation system, and that will incentivize transit, walking, and biking to and in the Cottonwood Canyons.
- 3.10.4. The parties recommend considering alternatives that will dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, US Forest Service parking fees, tolling, and single-occupancy vehicle

restrictions. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.

3.10.5. The parties recommend that the NEPA process consider:

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

3.10.6. The parties agree that trams, ski lifts, or other aerial modes and alternatives that would facilitate increased access or capacity for single-occupancy vehicles are not preferred.

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

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

### **3.11. BIG COTTONWOOD TO PARK CITY**

3.11.1. The parties agree to further study the economic, transportation, community, and environmental benefits and impacts of a wide range of non-auto-based options to connect Park City with Big Cottonwood Canyon.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, US Forest Service, Save Our Canyons, and the Ski Resorts will develop a scope for further studies and suggest next steps.

3.11.3. The studies described above will be conducted through a local process (not a NEPA process). The parties agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The parties agree to actively support maintaining Guardsman Pass Road in its current management (closed in winter).

### **3.12. PARLEYS CORRIDOR**

- 3.12.1. The parties agree that, to support the overall goals of the Mountain Accord to connect economic and recreational nodes within the Wasatch Front and Back, an Alternatives Analysis will be conducted to evaluate connections between the Salt Lake Valley and Greater Park City Area. The Alternatives Analysis will include an analysis of modes, corridors and termini between Salt Lake City and Salt Lake County and the Greater Park City Area.
- 3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short and long-term mobility needs on regional travel corridors including, but not limited to, I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215 and will also consider multi-modal (bicycle and pedestrian) connections including consideration of regional trails. Upon adoption of a Locally Preferred Alternative, proposed operational and infrastructure improvements will proceed into NEPA environmental review process with a subsequent goal of obtaining Project Approval that is consistent with Mountain Accord's vision and goals.
- 3.12.3. A Task Force including Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and others as needed will undertake this effort.

### **3.13. MILLCREEK CANYON**

- 3.13.1. The parties intend to implement, or facilitate the implementation of, a private shuttle providing service in Millcreek Canyon, before the summer of 2017. No restrictions for automobiles other than those currently in effect are proposed.
- 3.13.2. The parties agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

### **3.14. TRAILS AND CYCLING**

- 3.14.1. The parties agree to work in good faith toward a comprehensive trail and cycling plan. Such plan will be developed in coordination with decisions made about federal land designations and could be included as a part of the US Forest Service management plan that will be required for the new Federal Designation. The plan will:
  - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations;
  - consider the overall balance and availability of multi-use trails and hiking-only trails and consider potential user conflicts; and
  - address road cycling needs in Big Cottonwood, Little Cottonwood, Millcreek, and Parleys canyons, including the approaches to the canyons.
- 3.14.2. The parties agree to take immediate actions to support certain trail components that are ready for construction (Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail).

### **3.15. NEPA PROCESS FOR COTTONWOOD CANYONS**

- 3.15.1. The parties recommend that the applicable federal agencies initiate a NEPA process that will consider the land exchanges and designations described in this Accord, as well as transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The parties commit that the NEPA process will be open, transparent, and comprehensive in scope, and intend that the Environmental Impact Statement will be streamlined, public-friendly, and will use existing conditions, goals, and relevant metrics already developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The parties request that the federal agencies issue a Notice of Intent as soon as possible and that the process is completed before December 2016.
- 3.15.4. The parties recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that the NEPA process identify the social and resource (biological, flora, fauna, watershed) capacity of lands in the Cottonwood Canyons.

### **3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION**

- 3.16.1. An Environmental Dashboard will be developed and integrated into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation that would improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.

### **3.17. GOVERNANCE AND FUNDING**

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, the parties agree to study and consider options for better multi-jurisdictional coordination, collaboration, and communication, including a potential governance structure comprised of elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and can adapt to changing circumstances.
- 3.17.2. The parties agree to work in good faith toward additional tools (specifically funds but also other resources, authorities, or fees) to assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands with willing sellers, trail development, and transportation solutions. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, and weeds, and/or mitigating dispersed activities in sensitive wetland, riparian, and



alpine ecosystems. The parties agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.

3.17.3. The parties agree that along the Wasatch Front, the current municipal authority to regulate watersheds, and a regional approach to land use jurisdiction within mountainous areas (except for areas within existing municipal boundaries), should be maintained.

3.17.4. Mountain Accord decisions are consensus based and do not supersede federal, state, and local jurisdictions' authorities. Local government signatories are expected to, but not legally obligated to, facilitate the actions described in the Accord through zoning, general plans, or other available tools. Local jurisdictions are not obligated to implement actions with which they are not in agreement.

### **3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY**

3.18.1. The parties agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

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**ATTACHMENTS**

1. Existing Conditions Map
2. Proposed Federal Designation and Land Exchange Map
3. Desired Outcomes Map
4. Resort Area Development Map
5. Transportation Map
6. Executive Board Membership
7. Draft Federal Land Bill

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## **SIGNATURES**

### **Cities/Counties**

Mayor Ben McAdams, Mountain Accord Executive Board Chair, Salt Lake County  
Chris Robinson, Mountain Accord Executive Board Vice-Chair, Summit County  
Mayor Ralph Becker, Salt Lake City  
Andy Beerman, Park City  
Mayor Kelvyn Cullimore, Cottonwood Heights  
Mayor Tom Dolan, Sandy City  
Mike Kohler, Wasatch County (non-participating in Phase II)  
Mayor Tom Pollard, Town of Alta  
Mayor Troy Walker, Draper City

### **Local Districts/MPOs**

Michael Allegra, Utah Transit Authority  
Andrew Gruber, Wasatch Front Regional Council  
Mike Wilson, Metro. Water District Salt Lake /Sandy

### **State Government**

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

### **State Legislators**

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

### **Private Entities**













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

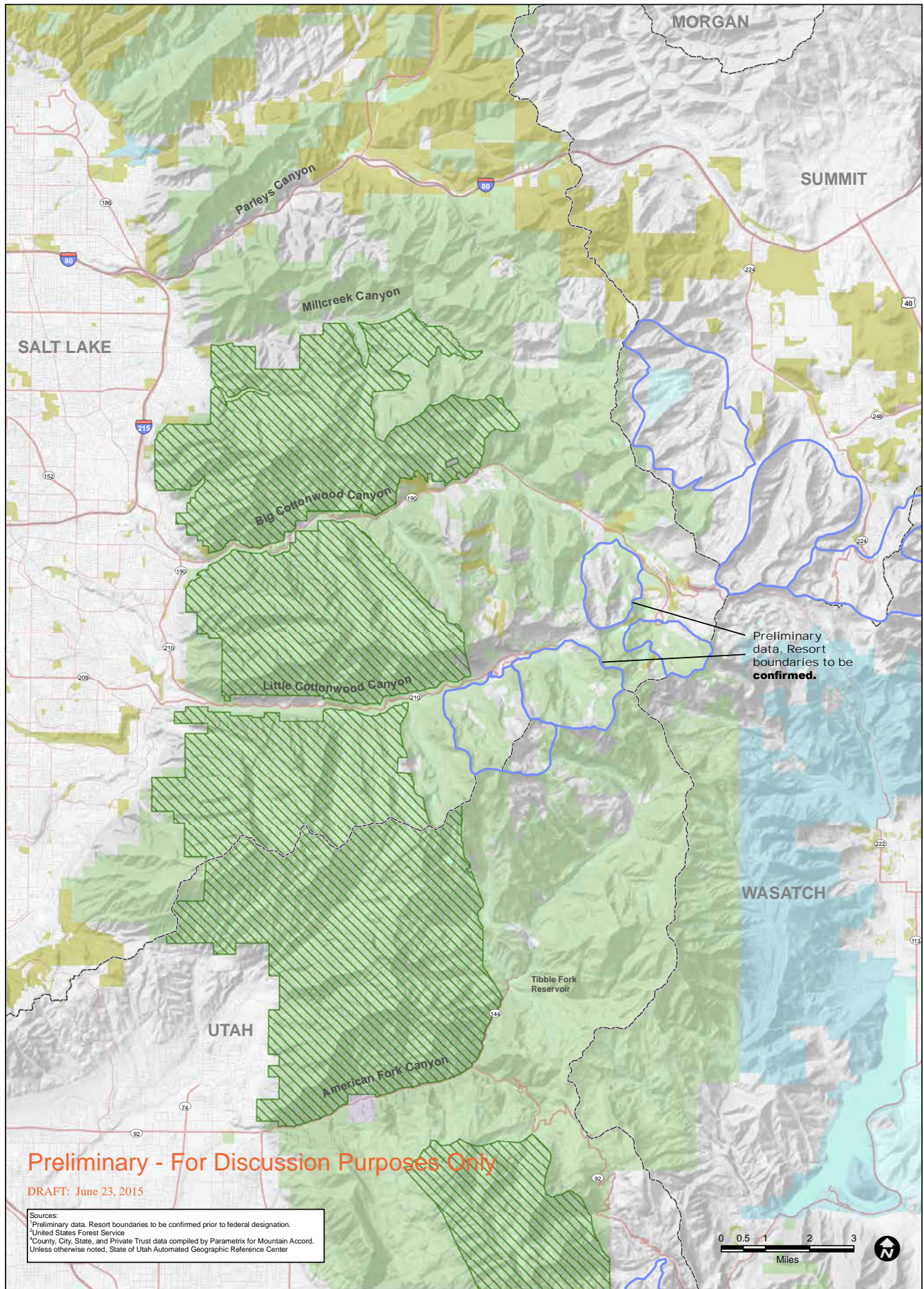
### **Ski Areas**

Bob Bonar, Snowbird Resort  
Randy Doyle, Brighton Mountain Resort  
Bob Wheaton Deer Valley Resort and Solitude Resort  
Onno Wieringa, Alta Ski Lifts

### **Additional Signatories**

# EXISTING CONDITIONS - ATTACHMENT 1

- |   |  |  |
|---|--|--|
|  Existing Wilderness <sup>2</sup>   |  Interstate  |  Uinta-Wasatch-Cache National Forest                     |
|  Resort Area Boundary <sup>1</sup> |  Highway    |  State of Utah  |
|  County Boundary                   |  Major Road |  Private  |
|  Waters                            |  Other Road |  City, County, and Private Preserved Lands <sup>4</sup> |

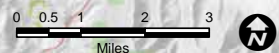


Preliminary data. Resort boundaries to be confirmed.

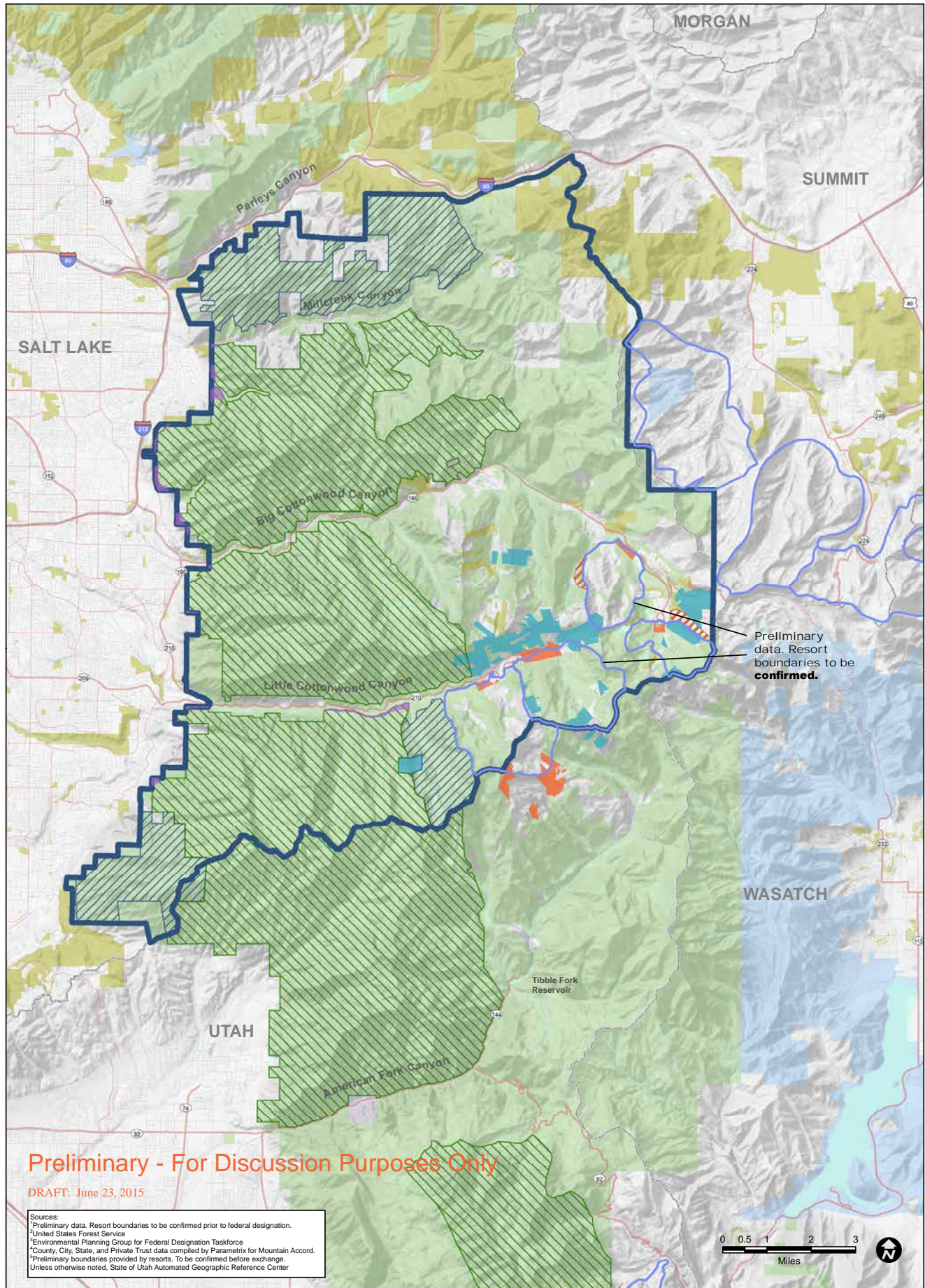
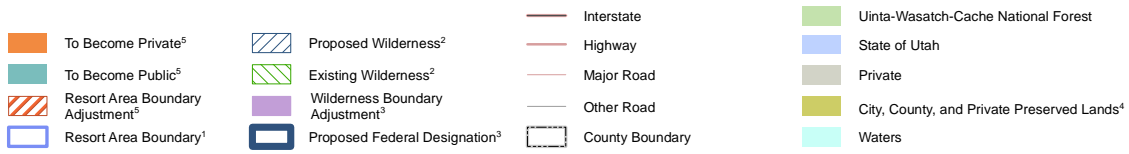
**Preliminary - For Discussion Purposes Only**

DRAFT: June 23, 2015














Sources:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
<sup>4</sup>Unless otherwise noted, State of Utah Automated Geographic Reference Center

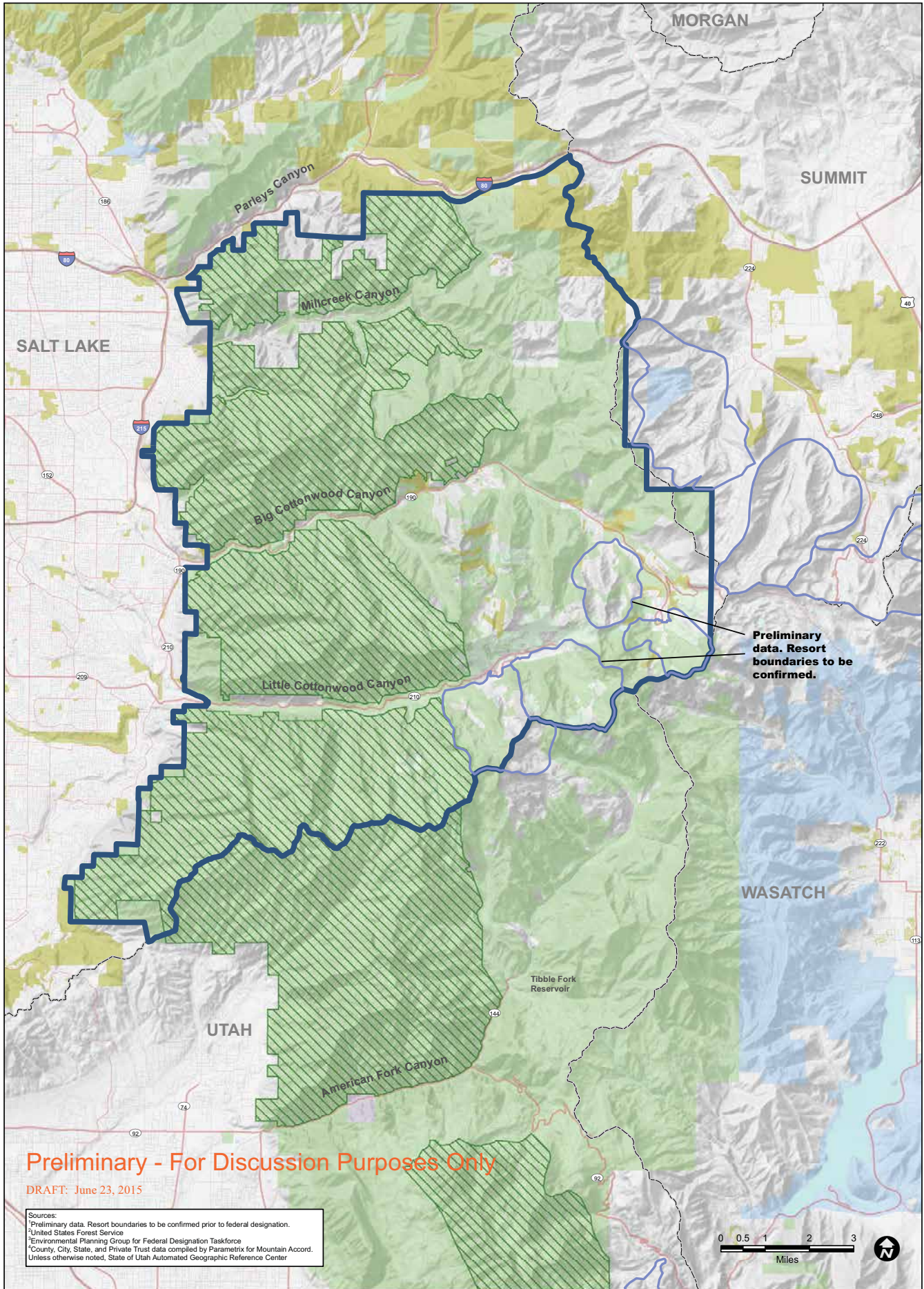


PROPOSED FEDERAL DESIGNATION AND LAND EXCHANGE - ATTACHMENT 2





-  Wilderness Designation<sup>2</sup>
-  Federal Designation<sup>3</sup>
-  Resort Area Boundary<sup>1</sup>
-  County Boundary
-  Interstate
-  Highway
-  Major Road
-  Other Road
-  Uinta-Wasatch-Cache National Forest
-  State of Utah
-  Private
-  City, County, and Private Preserved Lands<sup>4</sup>
-  Waters

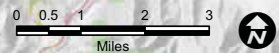


**Preliminary data. Resort boundaries to be confirmed.**

**Preliminary - For Discussion Purposes Only**

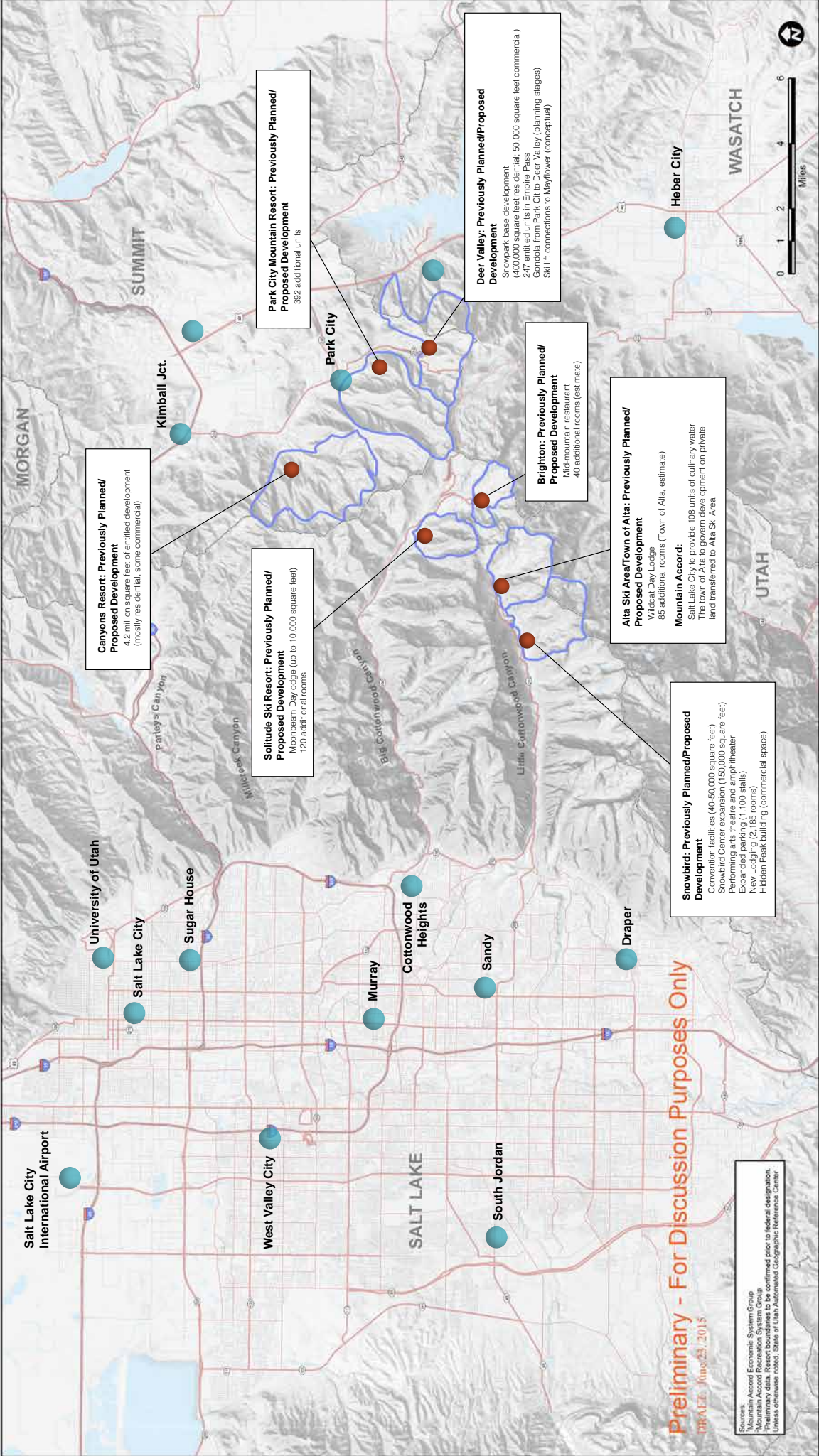
DRAFT: June 23, 2015

Sources:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center



# MOUNTAIN ACCORD RESORT AREA DEVELOPMENT - ATTACHMENT 4

-  Economy Centers<sup>1</sup>
-  Resort Areas<sup>2</sup>
-  Resort Area Boundary<sup>3</sup>
-  County Boundary
-  Waters
-  Interstate
-  Highway
-  Major Road
-  Other Road



**Canyons Resort: Previously Planned/Proposed Development**  
 4.2 million square feet of certified development (mostly residential, some commercial)

**Solitude Ski Resort: Previously Planned/Proposed Development**  
 Moonbeam Daylodge (up to 10,000 square feet)  
 120 additional rooms

**Park City Mountain Resort: Previously Planned/Proposed Development**  
 392 additional units

**Deer Valley: Previously Planned/Proposed Development**  
 Snowpark base development (400,000 square feet residential; 50,000 square feet commercial)  
 477 entitled units in Empire Pass  
 100 units in Park City Deer Valley (planning stages)  
 Ski lift connections to Mayflower (conceptual)

**Brighton: Previously Planned/Proposed Development**  
 Mid-mountain restaurant  
 40 additional rooms (estimate)

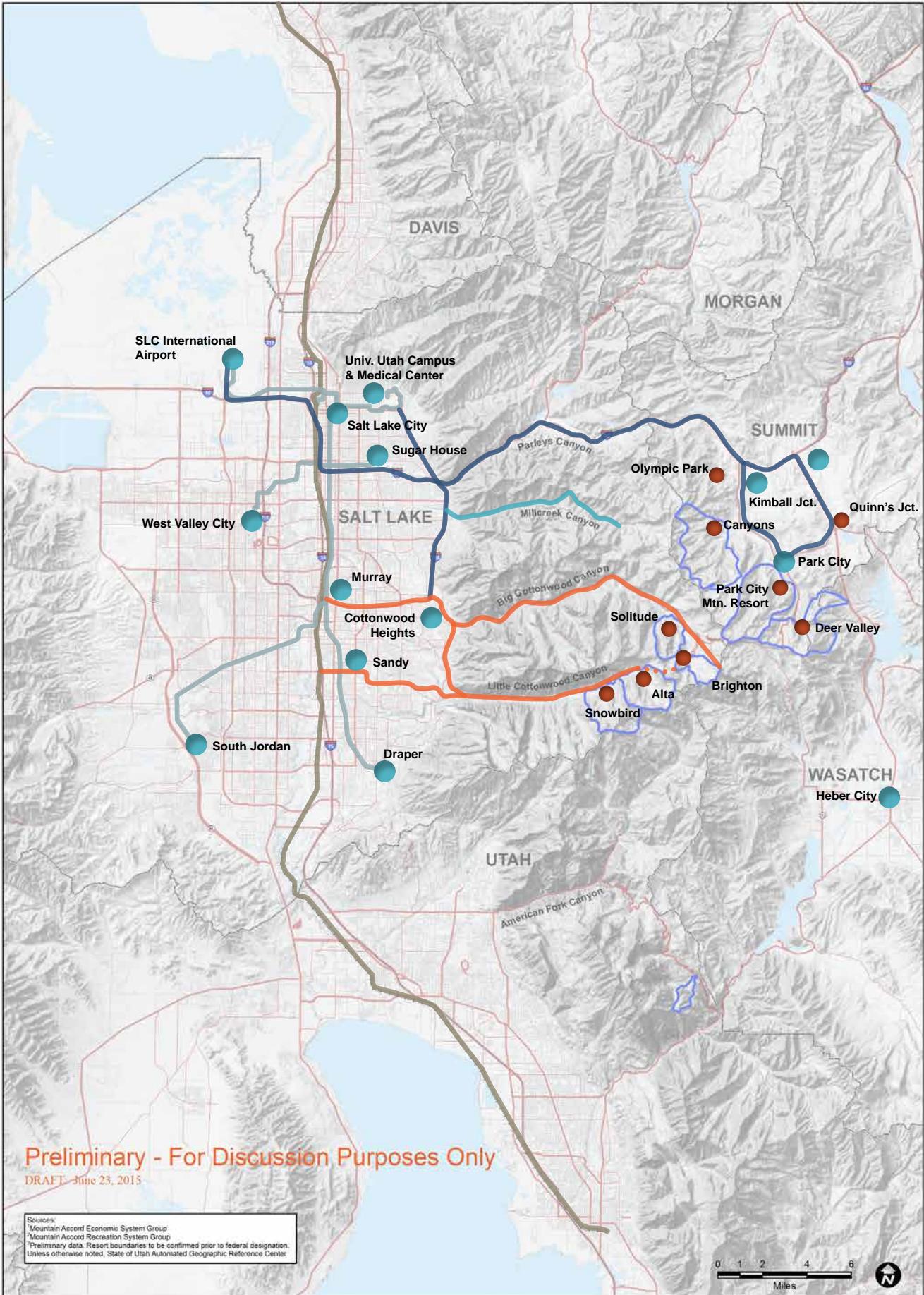
**Alta Ski Area/Town of Alta: Previously Planned/Proposed Development**  
 Vertical Day Lodge  
 85 additional rooms (Town of Alta, estimate)  
**Mountain Accord:**  
 The town of Alta to provide 108 units of culinary water  
 The town of Alta to govern development on private land transferred to Alta Ski Area

**Snowbird: Previously Planned/Proposed Development**  
 Convention facilities (40-50,000 square feet)  
 Snowbird Center expansion (150,000 square feet)  
 Performing arts theater and amphitheater  
 Expanded parking (1,100 stalls)  
 New lodging (2,000 rooms)  
 Hidden Peak building (commercial space)

**Preliminary - For Discussion Purposes Only**  
 DRAFT: June 23, 2015

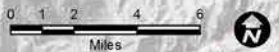
<sup>1</sup>Source: Mountain Accord Economic System Group  
<sup>2</sup>Source: Mountain Accord Recreation System Group  
<sup>3</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation. (Unless otherwise noted, State of Utah Administrative Geographic Reference Center)

- |                                |  |                                   |            |
|--------------------------------|--|-----------------------------------|------------|
| <b>Existing Infrastructure</b> | <b>Areas of Study in Phase 2</b>           |                                   |            |
| Existing Commuter Rail         | Parleys, SR 224/SR 248                     | Resort Area Boundary <sup>3</sup> | Interstate |
| Existing Light Rail            | Cottonwoods Environmental Impact Statement | County Boundary                   | Highway    |
| Economy Centers <sup>1</sup>   | Millcreek Canyon Shuttle                   | Waters                            | Major Road |
| Recreation Hubs <sup>2</sup>   |  |                                   | Other Road |



**Preliminary - For Discussion Purposes Only**  
 DRAFT - June 23, 2015

Sources:  
<sup>1</sup>Mountain Accord Economic System Group  
<sup>2</sup>Mountain Accord Recreation System Group  
<sup>3</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center







**Attachment 6: Mountain Accord Executive Board (June 2015)**

<b><i>Cities/Counties</i></b>	
Mayor Ben McAdams, Chair	Salt Lake County
Chris Robinson, Vice-Chair	Summit County
Mayor Ralph Becker	Salt Lake City
Andy Beerman	Park City
Mayor Kelvyn Cullimore	Cottonwood Heights
Mayor Tom Dolan	Sandy City
Mike Kohler	Wasatch County (non-participating after Phase I)
Mayor Tom Pollard	Town of Alta
Mayor Troy Walker	Draper City
<b><i>Local Districts/MPOs</i></b>	
Michael Allegra	Utah Transit Authority
Andrew Gruber	Wasatch Front Regional Council
Mike Wilson	Metro. Water District Salt Lake /Sandy
<b><i>State Government</i></b>	
Nathan Lee	Utah Department of Transportation
Alan Matheson	State of Utah, Gov. Office
<b><i>State Legislators</i></b>	
Representative Johnny Anderson	Utah Legislature
Representative Brad Dee	Utah Legislature
President Wayne Niederhauser	Utah Legislature, Senate President
<b><i>Federal Government</i></b>	
Linda Gehrke	Federal Transit Administration (non-signatory)
Ivan Marrero	Federal Highway Administration (non-signatory)
Dave Whittekiend/ Cathy Kahlow	US Forest Service (non-signatory)
<b><i>Private Entities</i></b>	
Lane Beattie/ Justin Jones	Salt Lake Chamber of Commerce
Joan DeGiorgio	The Nature Conservancy (Phase II)
Carl Fisher	Save Our Canyons
Peter Metcalf	Outdoor Industry Association
Nathan Rafferty	Ski Utah

1 **SEC. 1. SHORT TITLE; TABLE OF CONTENTS.**

2 (a) SHORT TITLE. This Act may be cited as the “\_\_\_ of 2015”.

3 (b) TABLE OF CONTENTS.—The table of contents of this Act is as follows:

4 SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

5 SECTION 2. DEFINITIONS.

6 SECTION 3. [Designation].

7 SECTION 4. [Designation] ADVISORY COUNCIL.

8 SECTION 5. LAND EXCHANGES.

9 SECTION 6. WILDERNESS.

10 **SECTION 2. DEFINITIONS.** In this Act:

11 (1) **ADVISORY COUNCIL.**—The term “advisory council” means the [Designation]  
12 Advisory Council established by section 4(a).

13 (2) **[DESIGNATION].**—The term “[Designation]” means the [Designation] established  
14 by section 3(a).

15 (3) **FOREST PLAN.**—The term “forest plan” means the 2003 Revised Forest Plan  
16 Wasatch-Cache National Forest dated March 2003.

17 (4) **MANAGEMENT PLAN.**—The term “management plan” means the management  
18 plan for the [Designation] developed under section 3(c).

19 (5) **MAP.**—The term “map” means the map entitled “[Short Title]” and dated \_\_\_.

20 (6) **SECRETARY.**—The term “Secretary” means the Secretary of Agriculture.

21 (7) **STATE.**—The term “State” means the State of Utah.

22 **SECTION 3. [Designation]**

23 (a) **ESTABLISHMENT.**—

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1 (1) IN GENERAL.—Subject to valid existing rights, there is established the  
2 [Designation] in the State.

3 (2) AREA INCLUDED.—The [Designation] shall consist of approximately \_\_\_ acres of  
4 Federal land as generally depicted on the map as “Proposed [Designation]”.

5 (3) MAP; LEGAL DESCRIPTION.—

6 (A) IN GENERAL.—As soon as practicable after the date of enactment of this  
7 Act, the Secretary shall file a map and legal description of the  
8 [Designation] with the—

- 9 (i) Committee on Energy and Natural Resources of the Senate; and
- 10 (ii) Committee on Natural Resources of the House of Representatives.

11 (B) LEGAL EFFECT.—The map and legal description filed under subparagraph  
12 (A) shall have the same force and effect as if included in this section,  
13 except that the Secretary may correct typographical errors in the map and  
14 legal description.

15 (C) AVAILABILITY OF MAP AND LEGAL DESCRIPTION.—The map and legal  
16 description prepared under subparagraph (A) shall be on file and  
17 available for public inspection in the appropriate offices of the Forest  
18 Service.

19 (b) PURPOSES.—The purposes of the [Designation] are to—

- 20 (1) conserve and protect the ecological, natural, scenic, wilderness, cultural, historical,  
21 geological, and wildlife values of the [Designation];
- 22 (2) protect, enhance, and restore the water quality and watershed resources in the  
23 [Designation]; and

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1 (3) conserve and protect the allocation of quality recreation opportunities within the  
2 [Designation].

3 (c) MANAGEMENT PLAN.—

4 (1) IN GENERAL.—Not later than 3 years after the date of enactment of this Act and  
5 in accordance with paragraph (2), the Secretary shall develop a comprehensive  
6 plan for the long-term management of the [Designation].

7 (2) CONSULTATION.—In developing the management plan required under paragraph  
8 (1), the Secretary shall consult with—

9 (A) appropriate State, tribal, and local governmental entities;

10 (B) the advisory council; and

11 (C) members of the public.

12 (3) INCORPORATION OF PLANS.—In developing the management plan required under  
13 paragraph (1), to the extent consistent with this Act, the Secretary may  
14 incorporate any provision of—

15 (A) the forest plan;

16 (B) Mountain Accord recommendations;

17 (C) the American Fork Vision recommendations; and

18 (D) local plans.

19 (4) ALBION BASIN SPECIAL BOTANICAL AREA.—In developing the management plan  
20 required under paragraph (1), the Secretary shall evaluate designation of the  
21 Albion Basin Special Botanical Area.

22 (d) MANAGEMENT.—

23 (1) IN GENERAL.—The Secretary shall manage the [Designation]—

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1 (A) in a manner that conserves, protects, and enhances the resources of the  
2 [Designation];

3 (B) ensures protection of environmentally sensitive areas and watershed  
4 resources;

5 (C) does not allow ski area development that is not authorized on the date of  
6 the enactment of this Act;

7 (D) provides for adaptive management of resources and restoration of  
8 damaged resources; and

9 (E) in accordance with—

10 (i) the laws (including regulations) and rules applicable to the  
11 National Forest System; and

12 (ii) this section.

13 (2) USES.—The Secretary shall only allow uses of the [Designation] that the  
14 Secretary determines would further the purposes described in subsection (b).

15 (3) ADJACENT MANAGEMENT.—

16 (A) IN GENERAL.—The designation of the [Designation] shall not create a  
17 protective perimeter or buffer zone around the [Designation].

18 (B) EFFECT.—The fact that an activity or use on land outside the  
19 [Designation] can be seen or heard from areas within the [Designation]  
20 shall not preclude the activity or use outside the boundary of the  
21 [Designation].

22 (4) MOTORIZED AND MECHANIZED VEHICLES.—

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1 (A) IN GENERAL.—Except as provided in subparagraph (C), the use of  
2 motorized and mechanized vehicles in the [Designation] shall be  
3 permitted only on roads, trails, and areas designated for use by such  
4 vehicles by the management plan.

5 (B) NEW OR TEMPORARY ROADS.—Except as provided in subparagraph (C),  
6 no new or temporary roads shall be constructed within the [Designation].

7 (C) EXCEPTION.—Nothing in subparagraph (A) or (B) prevents the Secretary  
8 from—

9 (i) authorizing the use of motorized vehicles for administrative  
10 purposes; or

11 (ii) responding to an emergency.

12 (5) WITHDRAWAL.—Subject to valid existing rights, all Federal land located in the  
13 [Designation] are withdrawn from—

14 (A) all forms of entry, appropriation, and disposal under the public land laws;

15 (B) location, entry, and patenting under the mining laws; and

16 (C) disposition under the mineral leasing, mineral materials, and geothermal  
17 leasing laws.

18 (6) ACQUISITION OF LAND.—

19 (A) IN GENERAL.—The Secretary may acquire land or interests in land within  
20 the boundaries of the [Designation] only through exchange, donation, or  
21 purchase from a willing seller.

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1 (B) INCORPORATION OF ACQUIRED LAND AND INTERESTS.—Any land or  
2 interest in land that is located in the [Designation] that is acquired by the  
3 United States shall—

4 (i) become part of the [Designation];

5 (ii) be managed in accordance with—

6 (I) the laws (including regulations) and rules applicable to the  
7 National Forest System; and

8 (II) this section; and

9 (iii) be withdrawn according to paragraph (5) on the date of  
10 acquisition of the land.

11 (7) FEES.— Notwithstanding any other provision of law, the Forest Service is  
12 authorized to assess reasonable fees for admission to, and the use and occupancy  
13 of, the [Designation]: Provided, That admission fees and any fees assessed for  
14 recreational activities shall be applied to operations, maintenance and  
15 improvements of the [Designation] and implemented only after public notice and  
16 a period of not less than 60 days for public comment.

17 (8) VEGETATION MANAGEMENT.—Nothing in this Act prohibits the Secretary from  
18 conducting vegetation management projects within the [Designation]—

19 (A) subject to—

20 (i) such reasonable regulations, policies, and practices as the  
21 Secretary determines appropriate; and

22 (ii) all applicable laws (including regulations); and

23 (B) in a manner consistent with the purposes described in subsection (b).

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Draft Designation Legislation – 06/22/2015

1 (9) WILDLAND FIRE.—Nothing in this section prohibits the Secretary, in cooperation  
2 with other Federal, State, and local agencies, as appropriate, from conducting  
3 wildland fire operations in the [Designation], consistent with the purposes  
4 described in subsection (b).

5 (10) AVALANCHE CONTROL.—The Secretary shall allow access and avalanche control  
6 devices to be installed and maintained within or adjacent to the [Designation] to  
7 protect public health and property and in accordance with the management plan.

8 (11) AUTHORIZED ACTIVITIES.—

9 (A) IN GENERAL.—The Secretary may allow any activities (including  
10 helicopter access for recreation and maintenance) authorized by permit or  
11 license as of the date of enactment of this Act to continue within the  
12 [Designation], subject to such terms and conditions as the Secretary may  
13 require.

14 (B) PERMITTING.—The designation of the [Designation] shall not affect the  
15 permitting process.

16 (12) FACILITIES.—

17 (A) DEFINITION.—In this subsection, the term “facility” means a water  
18 resource, flood control, utility, pipeline, or telecommunications facility.

19 (B) EXISTING FACILITIES.—Nothing in this section affects the operation or  
20 maintenance of an existing facility located within the [Designation].

21 (C) EXPANSION AND NEW FACILITIES.—Nothing in this section prohibits the  
22 Secretary from authorizing the expansion of an existing facility or the  
23 construction of a new facility within the [Designation] subject to—



- 1 (i) such reasonable regulations, policies, and practices as the  
2 Secretary determines appropriate; and  
3 (ii) all applicable laws (including regulations); and  
4 (iii) in a manner consistent with the purposes described in subsection  
5 (b).

6 (13) TRANSPORTATION.— *[placeholder for transit / 4(f) provision]*

7 (e) WATER RIGHTS.—Nothing in this section—

- 8 (1) constitutes an express or implied reservation of water or water rights by the  
9 United States for any purpose;  
10 (2) shall affect any water rights in the State existing on the date of enactment of this  
11 Act, including any water rights held by the United States;  
12 (3) shall be construed as limiting, altering, modifying, or amending any of the  
13 interstate compacts or equitable apportionment decrees that apportion water  
14 among and between the State and other States.

15 (f) FISH AND WILDLIFE.—Nothing in this section affects the jurisdiction of the State with  
16 respect to fish and wildlife.

17 **SECTION 4. [Designation] ADVISORY COUNCIL**

18 (a) ESTABLISHMENT.—Not later than 180 days after the date of enactment of this Act, the  
19 Secretary shall establish an advisory council, to be known as the “[Designation]  
20 Advisory Council”.

21 (b) DUTIES.—The Council shall advise the Secretary with respect to the preparation of the  
22 management plan.

23 (c) MEMBERSHIP.—

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1 (1) IN GENERAL.—The advisory council shall include ten members, to be appointed  
2 by the Secretary, with backgrounds that reflect—

3 (A) the purposes specified in section 3(b); and

4 (B) the interest of persons affected by the planning and management of the  
5 [Designation], including persons representing the local governmental,  
6 water supply, conservational, dispersed recreational, developed  
7 recreational, or other non-Federal land interests.

8 (2) BALANCED REPRESENTATION.—The Secretary shall ensure that the membership  
9 of the advisory council is fairly balanced in terms of the points of view  
10 represented and the functions to be performed by the advisory council.

11 (d) APPLICABLE LAW.—The advisory council shall be subject to—

12 (1) the Federal Advisory Committee Act (5 U.S.C. App.); and

13 (2) other applicable law (including regulations).

14 (e) TERMS.—

15 (1) STAGGERED TERMS.—Members of the public advisory council shall be appointed  
16 for terms of 3 years, except that, of the members first appointed, 3 of the  
17 members shall be appointed for a term of 1 year and 3 of the members shall be  
18 appointed for a term of 2 years.

19 (2) REAPPOINTMENT.—A member may be reappointed to serve on the public  
20 advisory council upon the expiration of the member's current term.

21 (3) VACANCY.—A vacancy on the public advisory council shall be filled in the same  
22 manner as the original appointment.

1 (f) QUORUM.—A quorum shall be six members of the advisory council. The operations of  
2 the advisory council shall not be impaired by the fact that a member has not yet been  
3 appointed as long as a quorum has been attained.

4 (g) CHAIRPERSON AND PROCEDURES.—The advisory council shall elect a chairperson and  
5 establish such rules and procedures as it deems necessary or desirable.

6 (h) SERVICE WITHOUT COMPENSATION.—Members of the advisory council shall serve  
7 without pay.

8 (i) TERMINATION.—The advisory council shall terminate on the later of—

9 (1) the date that is 5 years after the date on which the management plan is officially  
10 adopted by the Secretary; or

11 (2) on such later date that the Secretary determines to be appropriate.

## 12 SECTION 5. LAND EXCHANGES

13 (a) ALTA LAND EXCHANGE.—

14 (1) DEFINITIONS.—In this subsection:

15 (A) ALTA SKI LIFTS.—The term “Alta Ski Lifts” means \_\_\_\_.

16 (B) FEDERAL LAND.—The term “Federal land” means the approximately \_\_\_\_  
17 acres of National Forest System land in the State, identified as “\_\_\_\_” on  
18 the map.

19 (C) NON-FEDERAL LAND.—The term “non-Federal land” means the parcel of  
20 approximately \_\_\_\_ acres of private land identified as “\_\_\_\_” on the map.

21 (2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if Alta Ski  
22 Lifts offers to convey to the United States all right, title, and interest of Alta Ski  
23 Lifts in and to the non-Federal land, the Secretary shall convey to Alta Ski Lifts

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1 all right, title, and interest of the United States in and to the Federal land, subject  
2 to valid existing rights.

3 (3) COMPLIANCE WITH EXISTING LAW.—Except as otherwise provided in this  
4 subsection, the Secretary shall carry out the land exchange under this subsection  
5 in accordance with section 206 of the Federal Land Policy and Management Act  
6 of 1976 (43 U.S.C. 1716).

7 (4) CONDITIONS ON ACCEPTANCE.—

8 (A) TITLE.—As a condition of the land exchange under this subsection, title  
9 to the non-Federal land to be acquired by the Secretary under this  
10 subsection shall be acceptable to the Secretary.

11 (B) TERMS AND CONDITIONS.—The conveyance of the Federal land and non-  
12 Federal land shall be subject to such terms and conditions as the Secretary  
13 may require.

14 (5) APPRAISALS.—

15 (A) IN GENERAL.—As soon as practicable after the date of enactment of this  
16 Act, the Secretary and Alta Ski Lifts shall select an appraiser to conduct  
17 an appraisal of the Federal land and non-Federal land.

18 (B) REQUIREMENTS.—An appraisal under paragraph (A) shall be conducted  
19 in accordance with nationally recognized appraisal standards, including—

20 (i) The Uniform Appraisal Standards for Federal Land Acquisitions;  
21 and

22 (ii) The Uniform Standards of Professional Appraisal Practice.

23 (6) SURVEYS.—

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1 (A) IN GENERAL.—The exact acreage and legal description of the Federal land  
2 and non-Federal land shall be determined by surveys approved by the  
3 Secretary.

4 (B) COSTS.—The responsibility for the costs of any surveys conducted under  
5 paragraph (A), and any other administrative costs of carrying out the land  
6 exchange, shall be determined by the Secretary and Alta Ski Lifts.

7 (7) VALUATION AND EQUALIZATION.—

8 (A) IN GENERAL.—The value of the Federal land and non-Federal land to be  
9 exchanged under this subsection—

10 (i) shall be equal, as determined by appraisals conducted in  
11 accordance with paragraph (5); or

12 (ii) if not equal, shall be equalized by a cash equalization payment in  
13 the manner provided in section 206(b) of the Federal Land Policy  
14 and Management Act of 1976 (43 U.S.C. 1716(b)).

15 (8) DISPOSITION OF PROCEEDS.—

16 (A) IN GENERAL.—The Secretary shall deposit in the fund established under  
17 Public Law 90-171 (commonly known as the Sisk Act; 16 U.S.C. 484a)  
18 any amount received by the Secretary as the result of any cash  
19 equalization payment made under subparagraph (7)(A)(ii).

20 (B) USE OF PROCEEDS.—Amounts deposited under paragraph (A) shall be  
21 available to the Secretary, without further appropriation and until  
22 expended, for the acquisition of lands and interests in lands in the  
23 [Designation].

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1 (9) MANAGEMENT AND STATUS OF ACQUIRED LAND.—On acquisition by the  
2 Secretary, non-Federal lands shall be—

3 (A) added to, and administered as part of, the National Forest System;

4 (B) incorporated into the [Designation]/[Wilderness] established by section  
5 \_\_\_\_); and

6 (C) managed by the Secretary in accordance with—

7 (i) the Act of March 1, 1911 (commonly known as the “Weeks  
8 Law”) (16 U.S.C. 480 et seq.);

9 (ii) this Act; and

10 (iii) any laws (including regulations) applicable to the National Forest  
11 System.

12 (10) REVOCATION OF ORDERS; WITHDRAWAL.—

13 (A) REVOCATION OF ORDERS.—Any public order withdrawing the Federal  
14 land from entry, appropriation, or disposal under the public land laws is  
15 revoked to the extent necessary to permit the conveyance of the Federal  
16 land to Alta Ski Lifts.

17 (B) WITHDRAWAL.—On the date of enactment of this Act, if not already  
18 withdrawn or segregated from entry and appropriation under the public  
19 land laws (including the mining and mineral leasing laws) and the  
20 Geothermal Steam Act of 1970 (30 U.S.C. 1001 et seq.), the Federal land  
21 is withdrawn until the date of the conveyance of the Federal land to Alta  
22 Ski Lifts.

23 (11) HAZARDOUS MATERIALS.—

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1 (A) IN GENERAL.—The Secretary and, as a condition of the exchange, the  
2 State, shall make available for review and inspection any record relating  
3 to hazardous materials on the land to be exchanged under this Act.

4 (B) COSTS.—The costs of remedial actions relating to hazardous materials on  
5 land acquired under this Act shall be paid by those entities responsible for  
6 the costs under applicable law.

7 (12) DEADLINE FOR COMPLETION OF LAND EXCHANGE.—It is the intent of Congress  
8 that the land exchange under this subsection shall be completed not later than 16  
9 months after the date of enactment of this Act.

10 (b) BRIGHTON LAND EXCHANGE.—

11 (1) DEFINITIONS.—In this subsection:

12 (A) BRIGHTON.—The term “Brighton” means \_\_\_\_.

13 (B) FEDERAL LAND.—The term “Federal land” means the approximately \_\_\_\_  
14 acres of National Forest System land in the State, identified as “\_\_\_\_” on  
15 the map.

16 (C) NON-FEDERAL LAND.—The term “non-Federal land” means the parcel of  
17 approximately \_\_\_\_ acres of private land identified as “\_\_\_\_” on the map.

18 (2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if Brighton  
19 offers to convey to the United States all right, title, and interest of Brighton in  
20 and to the non-Federal land, the Secretary shall convey to Brighton all right, title,  
21 and interest of the United States in and to the Federal land, subject to valid  
22 existing rights.

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1 (3) COMPLIANCE WITH EXISTING LAW.—Except as otherwise provided in this  
2 subsection, the Secretary shall carry out the land exchange under this subsection  
3 in accordance with section 206 of the Federal Land Policy and Management Act  
4 of 1976 (43 U.S.C. 1716).

5 (4) CONDITIONS ON ACCEPTANCE.—

6 (A) TITLE.—As a condition of the land exchange under this subsection, title  
7 to the non-Federal land to be acquired by the Secretary under this  
8 subsection shall be acceptable to the Secretary.

9 (B) TERMS AND CONDITIONS.—The conveyance of the Federal land and non-  
10 Federal land shall be subject to such terms and conditions as the Secretary  
11 may require.

12 (5) APPRAISALS.—

13 (A) IN GENERAL.—As soon as practicable after the date of enactment of this  
14 Act, the Secretary and Brighton shall select an appraiser to conduct an  
15 appraisal of the Federal land and non-Federal land.

16 (B) REQUIREMENTS.—An appraisal under paragraph (A) shall be conducted  
17 in accordance with nationally recognized appraisal standards, including—

18 (i) The Uniform Appraisal Standards for Federal Land Acquisitions;

19 and

20 (ii) The Uniform Standards of Professional Appraisal Practice.

21 (6) SURVEYS.—



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1 (A) IN GENERAL.—The exact acreage and legal description of the Federal land  
2 and non-Federal land shall be determined by surveys approved by the  
3 Secretary.

4 (B) COSTS.—The responsibility for the costs of any surveys conducted under  
5 paragraph (A), and any other administrative costs of carrying out the land  
6 exchange, shall be determined by the Secretary and Brighton.

7 (7) VALUATION AND EQUALIZATION.—

8 (A) IN GENERAL.—The value of the Federal land and non-Federal land to be  
9 exchanged under this subsection—

10 (i) shall be equal, as determined by appraisals conducted in  
11 accordance with paragraph (5); or

12 (ii) if not equal, shall be equalized by a cash equalization payment in  
13 the manner provided in section 206(b) of the Federal Land Policy  
14 and Management Act of 1976 (43 U.S.C. 1716(b)).

15 (8) DISPOSITION OF PROCEEDS.—

16 (A) IN GENERAL.—The Secretary shall deposit in the fund established under  
17 Public Law 90-171 (commonly known as the Sisk Act; 16 U.S.C. 484a)  
18 any amount received by the Secretary as the result of any cash  
19 equalization payment made under subparagraph (7)(A)(ii).

20 (B) USE OF PROCEEDS.—Amounts deposited under paragraph (A) shall be  
21 available to the Secretary, without further appropriation and until  
22 expended, for the acquisition of lands and interests in lands in the  
23 [Designation].

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1 (9) MANAGEMENT AND STATUS OF ACQUIRED LAND.—On acquisition by the  
2 Secretary, non-Federal lands shall be—

3 (A) added to, and administered as part of, the National Forest System;

4 (B) incorporated into the [Designation]/[Wilderness] established by section  
5 \_\_\_\_); and

6 (C) managed by the Secretary in accordance with—

7 (i) the Act of March 1, 1911 (commonly known as the “Weeks  
8 Law”) (16 U.S.C. 480 et seq.);

9 (ii) this Act; and

10 (iii) any laws (including regulations) applicable to the National Forest  
11 System.

12 (10) REVOCATION OF ORDERS; WITHDRAWAL.—

13 (A) REVOCATION OF ORDERS.—Any public order withdrawing the Federal  
14 land from entry, appropriation, or disposal under the public land laws is  
15 revoked to the extent necessary to permit the conveyance of the Federal  
16 land to Brighton.

17 (B) WITHDRAWAL.—On the date of enactment of this Act, if not already  
18 withdrawn or segregated from entry and appropriation under the public  
19 land laws (including the mining and mineral leasing laws) and the  
20 Geothermal Steam Act of 1970 (30 U.S.C. 1001 et seq.), the Federal land  
21 is withdrawn until the date of the conveyance of the Federal land to  
22 Brighton.

23 (11) HAZARDOUS MATERIALS.—

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1 (A) IN GENERAL.—The Secretary and, as a condition of the exchange, the  
2 State, shall make available for review and inspection any record relating  
3 to hazardous materials on the land to be exchanged under this Act.

4 (B) COSTS.—The costs of remedial actions relating to hazardous materials on  
5 land acquired under this Act shall be paid by those entities responsible for  
6 the costs under applicable law.

7 (12) DEADLINE FOR COMPLETION OF LAND EXCHANGE.—It is the intent of Congress  
8 that the land exchange under this subsection shall be completed not later than 16  
9 months after the date of enactment of this Act.

10 (c) SNOWBIRD LAND EXCHANGE.—

11 (1) DEFINITIONS.—In this subsection:

12 (A) SNOWBIRD.—The term “Snowbird” means Snowbird, Ltd., a Utah  
13 Limited Partnership.

14 (B) FEDERAL LAND.—The term “Federal land” means the approximately \_\_\_  
15 acres of National Forest System land in the State, identified as “\_\_\_” on  
16 the map.

17 (C) NON-FEDERAL LAND.—The term “non-Federal land” means the parcel of  
18 approximately \_\_\_ acres of private land identified as “\_\_\_” on the map.

19 (2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if  
20 Snowbird offers to convey to the United States all right, title, and interest of  
21 Snowbird in and to the non-Federal land, the Secretary shall convey to Snowbird  
22 all right, title, and interest of the United States in and to the Federal land, subject  
23 to valid existing rights.

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1 (3) COMPLIANCE WITH EXISTING LAW.—Except as otherwise provided in this  
2 subsection, the Secretary shall carry out the land exchange under this subsection  
3 in accordance with section 206 of the Federal Land Policy and Management Act  
4 of 1976 (43 U.S.C. 1716).

5 (4) CONDITIONS ON ACCEPTANCE.—

6 (A) TITLE.—As a condition of the land exchange under this subsection, title  
7 to the non-Federal land to be acquired by the Secretary under this  
8 subsection shall be acceptable to the Secretary.

9 (B) TERMS AND CONDITIONS.—The conveyance of the Federal land and  
10 non-Federal land shall be subject to such terms and conditions as the  
11 Secretary may require.

12 (5) APPRAISALS.—

13 (A) IN GENERAL.—As soon as practicable after the date of enactment of this  
14 Act, the Secretary and Snowbird shall select an appraiser to conduct an  
15 appraisal of the Federal land and non-Federal land.

16 (B) REQUIREMENTS.—An appraisal under paragraph (A) shall be conducted  
17 in accordance with nationally recognized appraisal standards, including—

18 (i) The Uniform Appraisal Standards for Federal Land Acquisitions;

19 and

20 (ii) The Uniform Standards of Professional Appraisal Practice.

21 (6) SURVEYS.—

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1 (A) IN GENERAL.—The exact acreage and legal description of the Federal land  
2 and non-Federal land shall be determined by surveys approved by the  
3 Secretary.

4 (B) COSTS.—The responsibility for the costs of any surveys conducted under  
5 paragraph (A), and any other administrative costs of carrying out the land  
6 exchange, shall be determined by the Secretary and Snowbird.

7 (7) VALUATION AND EQUALIZATION.—

8 (A) IN GENERAL.—The value of the Federal land and non-Federal land to be  
9 exchanged under this subsection—

10 (i) shall be equal, as determined by appraisals conducted in  
11 accordance with paragraph (5); or

12 (ii) if not equal, shall be equalized by a cash equalization payment in  
13 the manner provided in section 206(b) of the Federal Land Policy  
14 and Management Act of 1976 (43 U.S.C. 1716(b)).

15 (8) DISPOSITION OF PROCEEDS.—

16 (A) IN GENERAL.—The Secretary shall deposit in the fund established under  
17 Public Law 90-171 (commonly known as the Sisk Act; 16 U.S.C. 484a)  
18 any amount received by the Secretary as the result of any cash  
19 equalization payment made under subparagraph (7)(A)(ii).

20 (B) USE OF PROCEEDS.—Amounts deposited under paragraph (A) shall be  
21 available to the Secretary, without further appropriation and until  
22 expended, for the acquisition of lands and interests in lands in the  
23 [Designation].

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1 (9) MANAGEMENT AND STATUS OF ACQUIRED LAND.—On acquisition by the  
2 Secretary, non-Federal lands shall be—

3 (A) added to, and administered as part of, the National Forest System;

4 (B) incorporated into the [Designation]/[Wilderness] established by section  
5 \_\_\_\_); and

6 (C) managed by the Secretary in accordance with—

7 (i) the Act of March 1, 1911 (commonly known as the “Weeks  
8 Law”) (16 U.S.C. 480 et seq.);

9 (ii) this Act; and

10 (iii) any laws (including regulations) applicable to the National Forest  
11 System.

12 (10) REVOCATION OF ORDERS; WITHDRAWAL.—

13 (A) REVOCATION OF ORDERS.—Any public order withdrawing the Federal  
14 land from entry, appropriation, or disposal under the public land laws is  
15 revoked to the extent necessary to permit the conveyance of the Federal  
16 land to Snowbird.

17 (B) WITHDRAWAL.—On the date of enactment of this Act, if not already  
18 withdrawn or segregated from entry and appropriation under the public  
19 land laws (including the mining and mineral leasing laws) and the  
20 Geothermal Steam Act of 1970 (30 U.S.C. 1001 et seq.), the Federal land  
21 is withdrawn until the date of the conveyance of the Federal land to  
22 Snowbird.

23 (11) HAZARDOUS MATERIALS.—

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1 (A) IN GENERAL.—The Secretary and, as a condition of the exchange, the  
2 State, shall make available for review and inspection any record relating  
3 to hazardous materials on the land to be exchanged under this Act.

4 (B) COSTS.—The costs of remedial actions relating to hazardous materials on  
5 land acquired under this Act shall be paid by those entities responsible for  
6 the costs under applicable law.

7 (12) DEADLINE FOR COMPLETION OF LAND EXCHANGE.—It is the intent of Congress  
8 that the land exchange under this subsection shall be completed not later than 16  
9 months after the date of enactment of this Act.

10 (d) SOLITUDE LAND EXCHANGE.—

11 (1) DEFINITIONS.—In this subsection:

12 (A) SOLITUDE.—The term “Solitude” means \_\_\_\_.

13 (B) FEDERAL LAND.—The term “Federal land” means the approximately \_\_\_\_  
14 acres of National Forest System land in the State, identified as “\_\_\_\_” on  
15 the map.

16 (C) NON-FEDERAL LAND.—The term “non-Federal land” means the parcel of  
17 approximately \_\_\_\_ acres of private land identified as “\_\_\_\_” on the map.

18 (2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if Solitude  
19 offers to convey to the United States all right, title, and interest of Solitude in and  
20 to the non-Federal land, the Secretary shall convey to Solitude all right, title, and  
21 interest of the United States in and to the Federal land, subject to valid existing  
22 rights.

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1 (3) COMPLIANCE WITH EXISTING LAW.—Except as otherwise provided in this  
2 subsection, the Secretary shall carry out the land exchange under this subsection  
3 in accordance with section 206 of the Federal Land Policy and Management Act  
4 of 1976 (43 U.S.C. 1716).

5 (4) CONDITIONS ON ACCEPTANCE.—

6 (A) TITLE.—As a condition of the land exchange under this subsection, title  
7 to the non-Federal land to be acquired by the Secretary under this  
8 subsection shall be acceptable to the Secretary.

9 (B) TERMS AND CONDITIONS.—The conveyance of the Federal land and non-  
10 Federal land shall be subject to such terms and conditions as the Secretary  
11 may require.

12 (5) APPRAISALS.—

13 (A) IN GENERAL.—As soon as practicable after the date of enactment of this  
14 Act, the Secretary and Solitude shall select an appraiser to conduct an  
15 appraisal of the Federal land and non-Federal land.

16 (B) REQUIREMENTS.—An appraisal under paragraph (A) shall be conducted  
17 in accordance with nationally recognized appraisal standards, including—

18 (i) The Uniform Appraisal Standards for Federal Land Acquisitions;

19 and

20 (ii) The Uniform Standards of Professional Appraisal Practice.

21 (6) SURVEYS.—



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1 (A) IN GENERAL.—The exact acreage and legal description of the Federal land  
2 and non-Federal land shall be determined by surveys approved by the  
3 Secretary.

4 (B) COSTS.—The responsibility for the costs of any surveys conducted under  
5 paragraph (A), and any other administrative costs of carrying out the land  
6 exchange, shall be determined by the Secretary and Solitude.

7 (7) VALUATION AND EQUALIZATION.—

8 (A) IN GENERAL.—The value of the Federal land and non-Federal land to be  
9 exchanged under this subsection—

10 (i) shall be equal, as determined by appraisals conducted in  
11 accordance with paragraph (5); or

12 (ii) if not equal, shall be equalized by a cash equalization payment in  
13 the manner provided in section 206(b) of the Federal Land Policy  
14 and Management Act of 1976 (43 U.S.C. 1716(b)).

15 (8) DISPOSITION OF PROCEEDS.—

16 (A) IN GENERAL.—The Secretary shall deposit in the fund established under  
17 Public Law 90-171 (commonly known as the Sisk Act; 16 U.S.C. 484a)  
18 any amount received by the Secretary as the result of any cash  
19 equalization payment made under subparagraph (7)(A)(ii).

20 (B) USE OF PROCEEDS.—Amounts deposited under paragraph (A) shall be  
21 available to the Secretary, without further appropriation and until  
22 expended, for the acquisition of lands and interests in lands in the  
23 [Designation].

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1 (9) MANAGEMENT AND STATUS OF ACQUIRED LAND.—On acquisition by the  
2 Secretary, non-Federal lands shall be—

3 (A) added to, and administered as part of, the National Forest System;

4 (B) incorporated into the [Designation]/[Wilderness] established by section  
5 \_\_\_\_); and

6 (C) managed by the Secretary in accordance with—

7 (i) the Act of March 1, 1911 (commonly known as the “Weeks  
8 Law”) (16 U.S.C. 480 et seq.);

9 (ii) this Act; and

10 (iii) any laws (including regulations) applicable to the National Forest  
11 System.

12 (10) REVOCATION OF ORDERS; WITHDRAWAL.—

13 (A) REVOCATION OF ORDERS.—Any public order withdrawing the Federal  
14 land from entry, appropriation, or disposal under the public land laws is  
15 revoked to the extent necessary to permit the conveyance of the Federal  
16 land to Solitude.

17 (B) WITHDRAWAL.—On the date of enactment of this Act, if not already  
18 withdrawn or segregated from entry and appropriation under the public  
19 land laws (including the mining and mineral leasing laws) and the  
20 Geothermal Steam Act of 1970 (30 U.S.C. 1001 et seq.), the Federal land  
21 is withdrawn until the date of the conveyance of the Federal land to  
22 Solitude.

23 (11) HAZARDOUS MATERIALS.—

1 (A) IN GENERAL.—The Secretary and, as a condition of the exchange, the  
2 State, shall make available for review and inspection any record relating  
3 to hazardous materials on the land to be exchanged under this Act.

4 (B) COSTS.—The costs of remedial actions relating to hazardous materials on  
5 land acquired under this Act shall be paid by those entities responsible for  
6 the costs under applicable law.

7 (12) DEADLINE FOR COMPLETION OF LAND EXCHANGE.—It is the intent of Congress  
8 that the land exchange under this subsection shall be completed not later than 16  
9 months after the date of enactment of this Act.

10 **SECTION 6. WILDERNESS.**

11 (a) MOUNT OLYMPUS WILDERNESS ADDITION AND BOUNDARY ADJUSTMENT.—

12 (b) Section 102(a) of the Utah Wilderness Act of 1984 (Public Law 98-428; 98 Stat. 1658;  
13 16 U.S.C. 1132 note) is amended in paragraph (3), as generally depicted on the map,  
14 by—

15 (1) striking “sixteen thousand acres” and inserting “\_\_\_ acres”; and

16 (2) striking “, dated August 1984” and inserting “and dated \_\_\_”.

17 (c) TWIN PEAKS WILDERNESS ADDITION AND BOUNDARY ADJUSTMENT.—Section 102(a) of  
18 the Utah Wilderness Act of 1984 (Public Law 98-428; 98 Stat. 1658; 16 U.S.C. 1132  
19 note) is amended in paragraph (4), as generally depicted on the map, by—

20 (1) striking “thirteen thousand one hundred acres” and inserting “\_\_\_ acres”; and

21 (2) striking “, dated June 1984” and inserting “and dated \_\_\_”.

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1 (d) LONE PEAK WILDERNESS ADDITION AND BOUNDARY ADJUSTMENT.—Section 2(i) of the  
2 Endangered American Wilderness Act of 1978 (Public Law 95-237; 92 Stat. 42; 16  
3 U.S.C. 1132 note) is amended, as generally depicted on the map, by—

4 (1) striking “twenty-nine thousand five hundred and sixty-seven acres” and inserting  
5 “ \_\_\_ acres”; and

6 (2) striking “entitled “Lone Peak Wilderness Area – Proposed”” and inserting  
7 “entitled “ \_\_\_ ” and dated \_\_\_”.

8 (e) SPECIAL RULE FOR LONE PEAK WILDERNESS ADDITION.—Notwithstanding the  
9 wilderness designation made by subsection (c), the White Pine Reservoir, together with  
10 the ingress and egress routes thereto in existence as of the date of the enactment of this  
11 Act, shall continue to be operated, maintained, and upgraded as necessary, subject to  
12 reasonable requirements to protect wilderness values.

13 (f) WAYNE OWENS GRANDEUR PEAK / MOUNT AIRE WILDERNESS.—

14 (1) IN GENERAL.—In accordance with the Wilderness Act (16 U.S.C. 1131 et seq.),  
15 the following Federal land in the State is designated as wilderness as a new  
16 component of the National Wilderness Preservation System:

17 (A) WAYNE OWENS GRANDEUR PEAK / MOUNT AIRE WILDERNESS.—Certain  
18 lands comprising approximately \_\_\_ acres, as generally depicted on the  
19 map, which shall be known as the “Wayne Owens Grandeur Peak /  
20 Mount Aire Wilderness”.

21 (2) MANAGEMENT OF WILDERNESS.—Subject to valid rights in existence on the date  
22 of the enactment of this Act, land designated as wilderness by paragraph (1) shall  
23 be administered by the Secretary in accordance with the Wilderness Act (16

Attachment 7  
Draft Designation Legislation – 06/22/2015

1 U.S.C. 1131 et seq.), except that any reference in the Wilderness Act to the  
2 effective date of the Wilderness Act shall be deemed to be a reference to the date  
3 of the enactment of this Act.

4 (3) WILDFIRE, INSECT, AND DISEASE MANAGEMENT.—In accordance with section  
5 4(d)(1) of the Wilderness Act (16 U.S.C. 1133(d)(1)), within the wilderness  
6 additions designated by this subsection, the Secretary may take any measures that  
7 the Secretary determines to be necessary to control fire, insects, and diseases,  
8 including as the Secretary determines as appropriate, the coordination of these  
9 activities with a State or local agency.

10 (4) ADJACENT MANAGEMENT.—













11 (A) IN GENERAL.—The designation of a wilderness addition by this subsection  
12 shall not create any protective perimeter or buffer zone around the  
13 wilderness area.

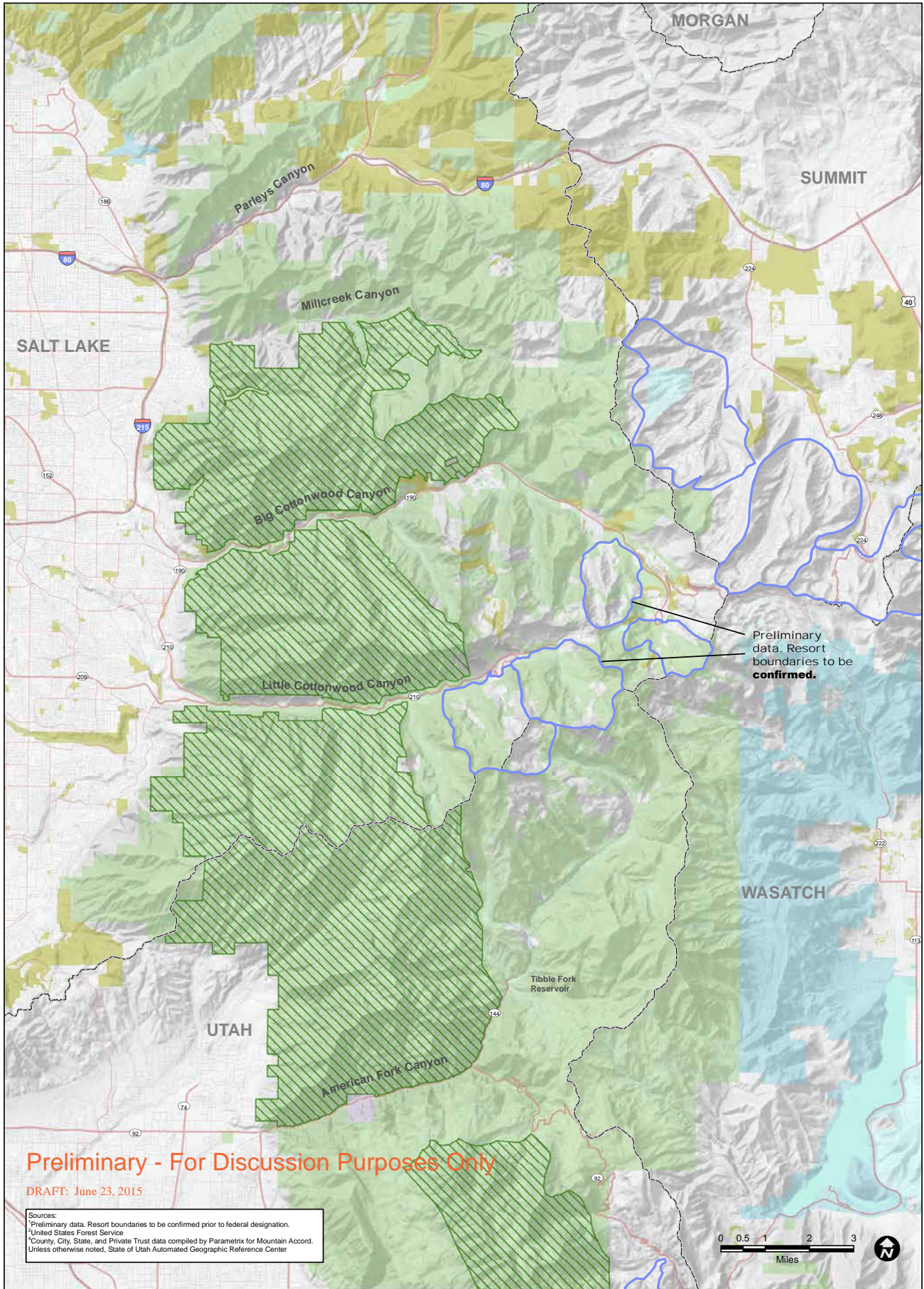
14 (B) NONWILDERNESS ACTIVITIES.—The fact that nonwilderness activities or  
15 uses can be seen or heard from the areas within a wilderness addition  
16 designated by this subsection shall not preclude the conduct of those  
17 activities or uses outside the boundary of the wilderness area.

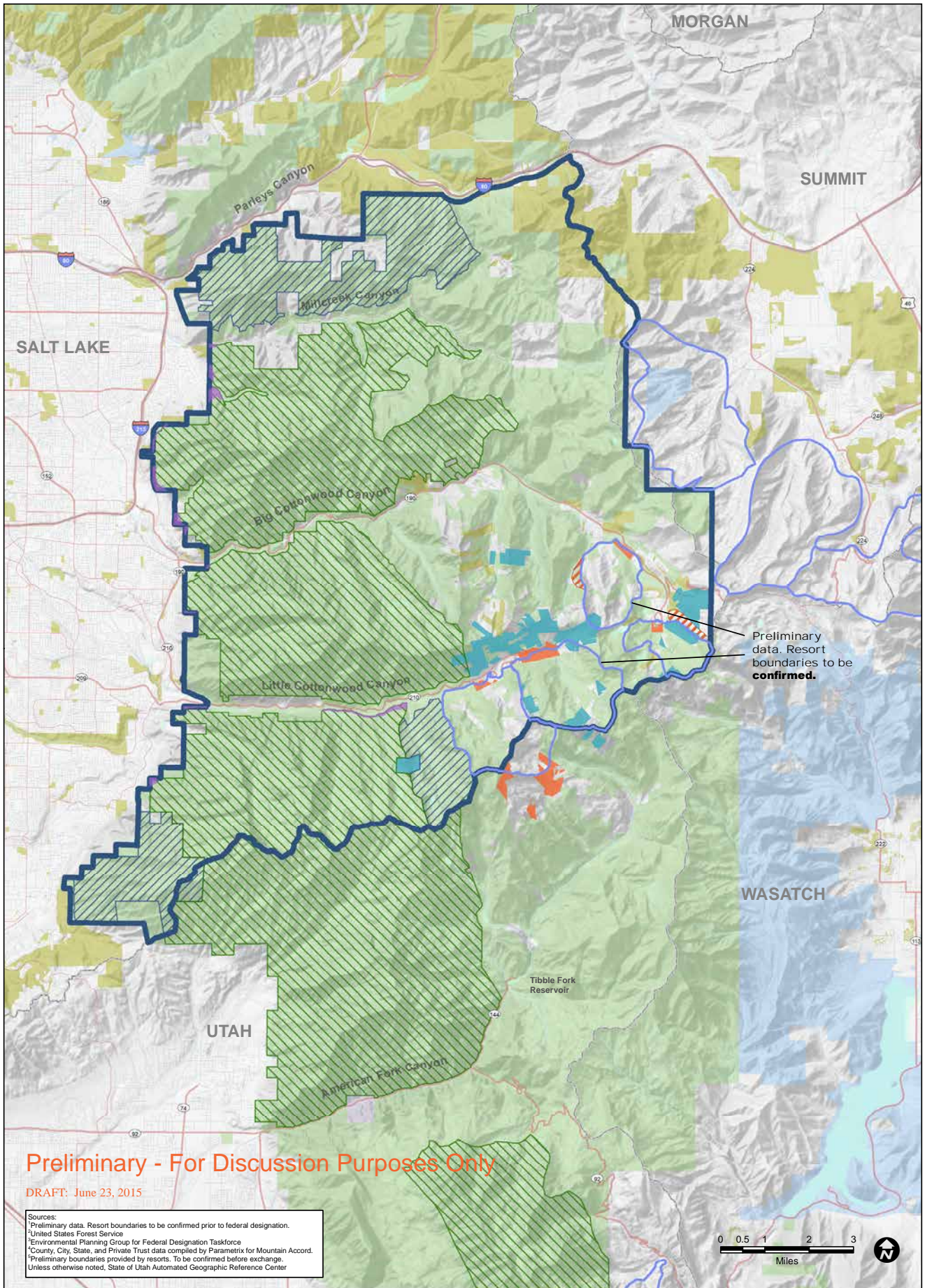
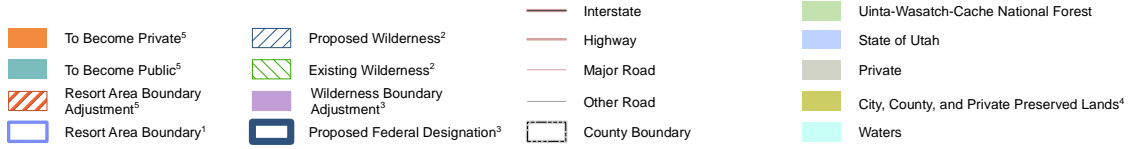


**Attachment 6: Mountain Accord Executive Board (June 2015)**

<i>Cities/Counties</i>	
Mayor Ben McAdams, Chair	Salt Lake County
Chris Robinson, Vice-Chair	Summit County
Mayor Ralph Becker	Salt Lake City
Andy Beerman	Park City
Mayor Kelvyn Cullimore	Cottonwood Heights
Mayor Tom Dolan	Sandy City
Mike Kohler	Wasatch County (non-participating after Phase I)
Mayor Tom Pollard	Town of Alta
Mayor Troy Walker	Draper City
<i>Local Districts/MPOs</i>	
Michael Allegra	Utah Transit Authority
Andrew Gruber	Wasatch Front Regional Council
Mike Wilson	Metro. Water District Salt Lake /Sandy
<i>State Government</i>	
Nathan Lee	Utah Department of Transportation
Alan Matheson	State of Utah, Gov. Office
<i>State Legislators</i>	
Representative Johnny Anderson	Utah Legislature
Representative Brad Dee	Utah Legislature
President Wayne Niederhauser	Utah Legislature, Senate President
<i>Federal Government</i>	
Linda Gehrke	Federal Transit Administration (non-signatory)
Ivan Marrero	Federal Highway Administration (non-signatory)
Dave Whittekiend/ Cathy Kahlow	US Forest Service (non-signatory)
<i>Private Entities</i>	
Lane Beattie/ Justin Jones	Salt Lake Chamber of Commerce
Joan DeGiorgio	The Nature Conservancy (Phase II)
Carl Fisher	Save Our Canyons
Peter Metcalf	Outdoor Industry Association
Nathan Rafferty	Ski Utah

-  Existing Wilderness<sup>2</sup>
-  Resort Area Boundary<sup>1</sup>
-  County Boundary
-  Waters
-  Interstate
-  Highway
-  Major Road
-  Other Road
-  Uinta-Wasatch-Cache National Forest
-  State of Utah
-  Private
-  City, County, and Private Preserved Lands<sup>4</sup>

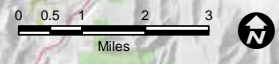




Preliminary - For Discussion Purposes Only














DRAFT: June 23, 2015

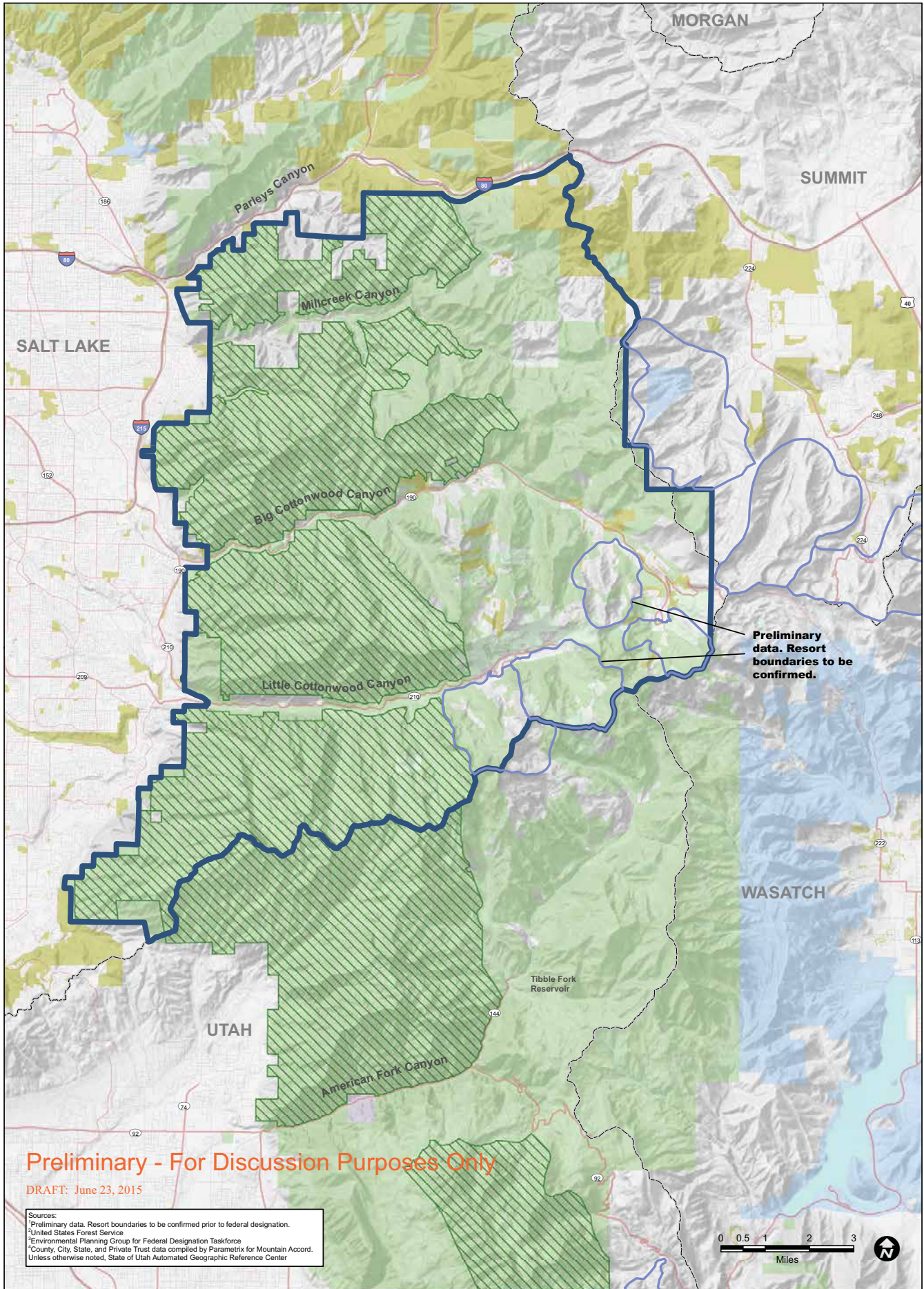
Sources:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
<sup>5</sup>Preliminary boundaries provided by resorts. To be confirmed before exchange.  
 Unless otherwise noted, State of Utah Automated Geographic Reference Center







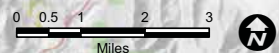
-  Wilderness Designation<sup>2</sup>
-  Federal Designation<sup>3</sup>
-  Resort Area Boundary<sup>1</sup>
-  County Boundary
-  Interstate
-  Highway
-  Major Road
-  Other Road
-  Uinta-Wasatch-Cache National Forest
-  State of Utah
-  Private
-  City, County, and Private Preserved Lands<sup>4</sup>
-  Waters



Preliminary - For Discussion Purposes Only

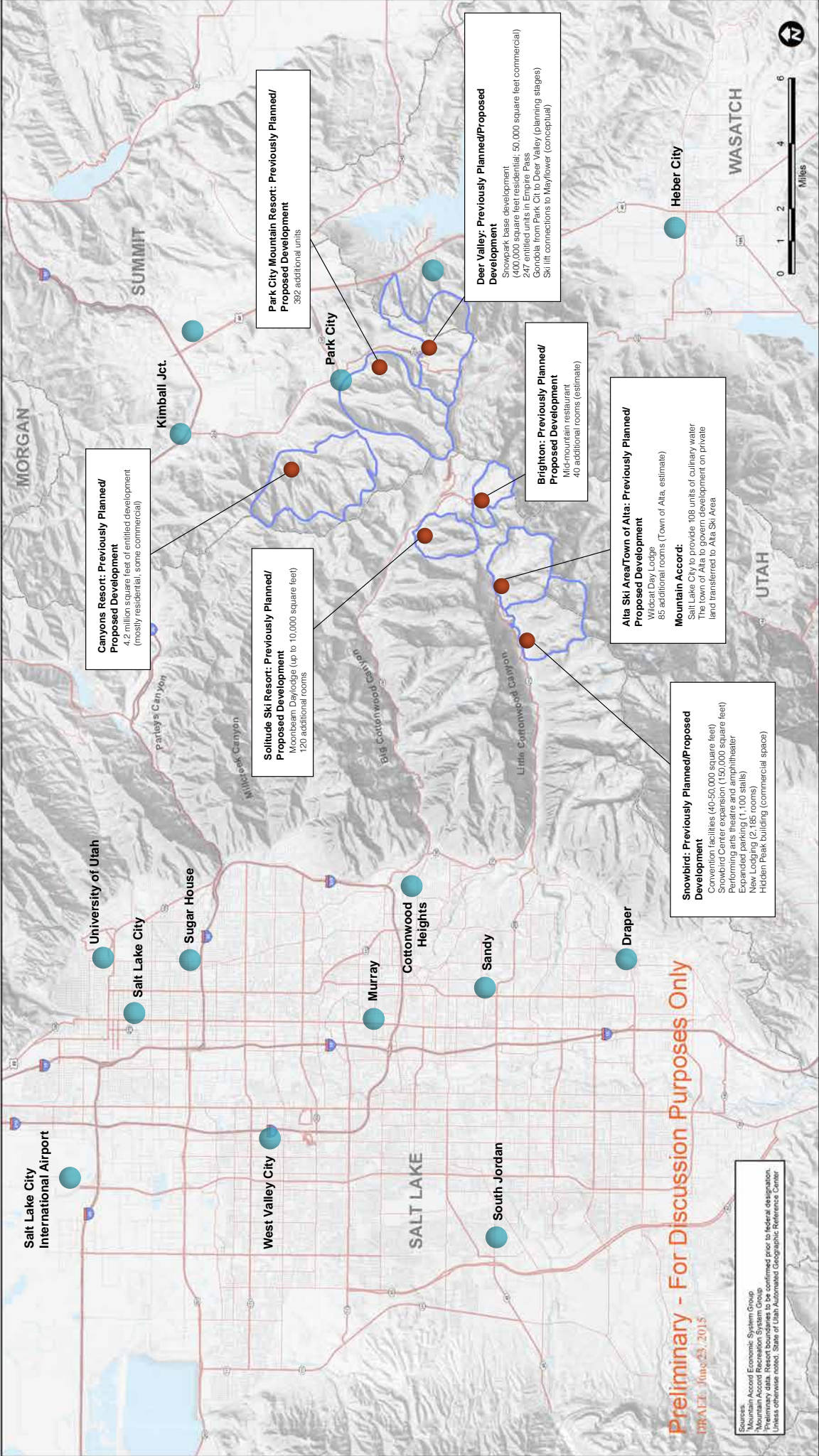
DRAFT: June 23, 2015

Sources:  
<sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
<sup>2</sup>United States Forest Service  
<sup>3</sup>Environmental Planning Group for Federal Designation Taskforce  
<sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.  
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# MOUNTAIN ACCORD RESORT AREA DEVELOPMENT - ATTACHMENT 4

-  Economy Centers<sup>1</sup>
-  Resort Areas<sup>2</sup>
-  Resort Area Boundary<sup>3</sup>
-  County Boundary
-  Waters
-  Interstate
-  Highway
-  Major Road
-  Other Road



**Canyons Resort: Previously Planned/  
Proposed Development**  
4.2 million square feet of certified development  
(mostly residential, some commercial)

**Solitude Ski Resort: Previously Planned/  
Proposed Development**  
Moonbeam Daylodge (up to 10,000 square feet)  
120 additional rooms

**Park City Mountain Resort: Previously Planned/  
Proposed Development**  
392 additional units

**Deer Valley: Previously Planned/Proposed  
Development**  
Snowpark base development  
(400,000 square feet residential; 50,000 square feet commercial)  
447 entitled units in Empire Pass  
Garage, rooming house, Deer Valley (planning stages)  
Ski lift connections to Mayflower (conceptual)

**Brighton: Previously Planned/  
Proposed Development**  
Mid-mountain restaurant  
40 additional rooms (estimate)

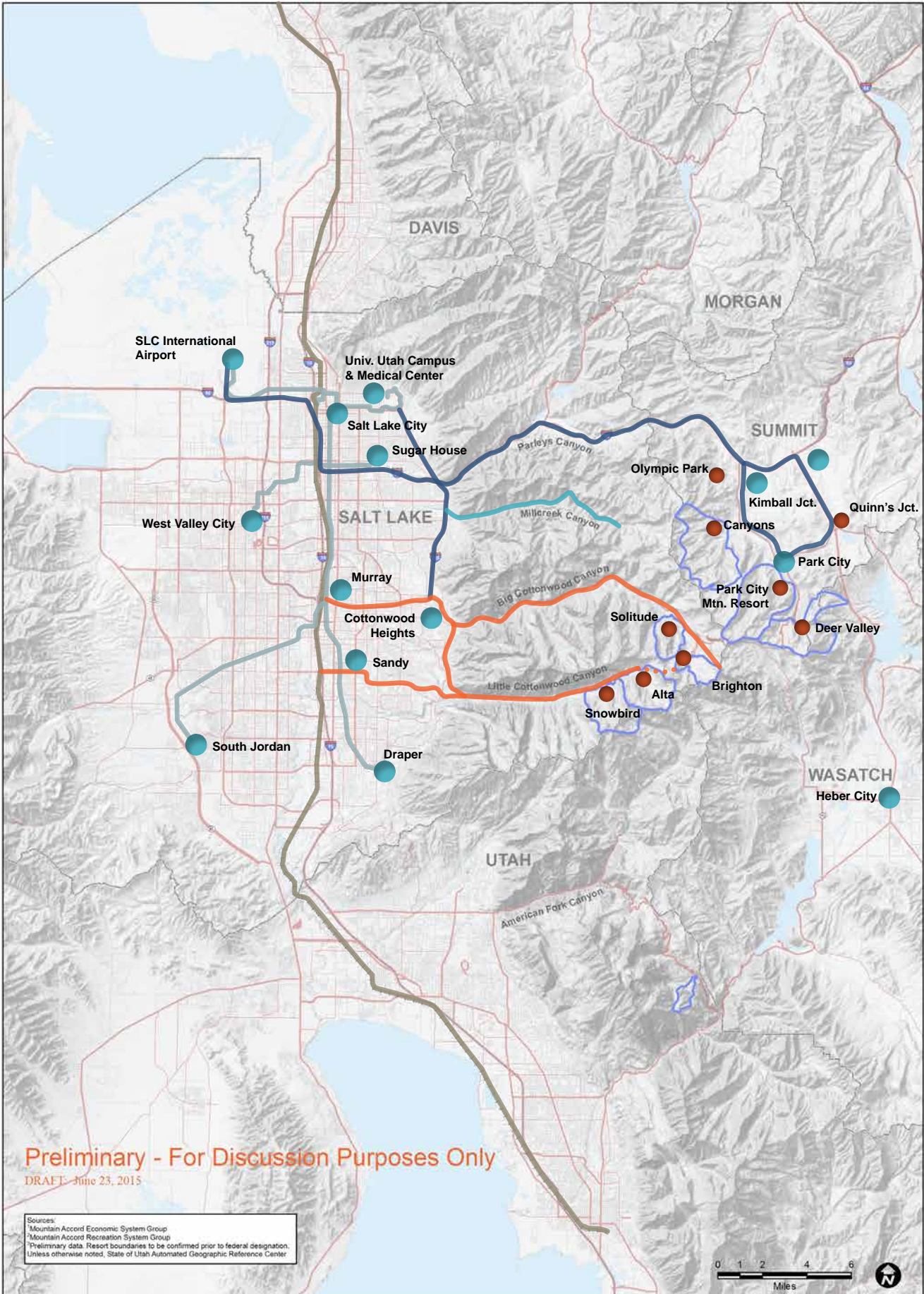
**Alta Ski Area/Town of Alta: Previously Planned/  
Proposed Development**  
Alta Day Lodge  
86 additional rooms (Town of Alta, estimate)  
**Mountain Accord:**  
The town of Alta to provide 108 units of culinary water  
The town of Alta to govern development on private  
land transferred to Alta Ski Area

**Snowbird: Previously Planned/Proposed  
Development**  
Convention facilities (40-50,000 square feet)  
Snowbird Center expansion (150,000 square feet)  
Performing arts theater and amphitheater  
Expanded parking (1,100 stalls)  
New building (200,000 sq ft)  
Hidden Peak building (commercial space)

**Preliminary - For Discussion Purposes Only**  
DRAFT: June 23, 2015

<sup>1</sup>Source: Mountain Accord Economic System Group  
<sup>2</sup>Source: Mountain Accord Recreation System Group  
<sup>3</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
(Unless otherwise noted, State of Utah Administrative Geographic Reference Center)

- |                                |  |                                   |            |
|--------------------------------|--|-----------------------------------|------------|
| <b>Existing Infrastructure</b> | <b>Areas of Study in Phase 2</b>           |                                   |            |
| Existing Commuter Rail         | Parleys, SR 224/SR 248                     | Resort Area Boundary <sup>3</sup> | Interstate |
| Existing Light Rail            | Cottonwoods Environmental Impact Statement | County Boundary                   | Highway    |
| Economy Centers <sup>1</sup>   | Millcreek Canyon Shuttle                   | Waters                            | Major Road |
| Recreation Hubs <sup>2</sup>   |  |                                   | Other Road |



**Preliminary - For Discussion Purposes Only**  
 DRAFT - June 23, 2015

Sources:  
<sup>1</sup>Mountain Accord Economic System Group  
<sup>2</sup>Mountain Accord Recreation System Group  
<sup>3</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.  
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