



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, JULY 17, 2025**

- 5:00 p.m.** **Council Dinner** – *Council members will be eating dinner. No city business will be discussed.*
- 5:30 p.m.** **Briefing Session** - *The Council will review and discuss the agenda items; NO decisions will be made*

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay City Council will hold a Council meeting on **Thursday, July 17, 2025, at 6:00 pm.** Members of the Council may participate by electronic means if needed. The Council Chambers shall serve as the anchor location.

** Agenda items may be moved in order, sequence and time to meet the needs of the Council*

All documents available to the City Council are accessible on the City's website or linked in this agenda. Interested parties are encouraged to watch the **live video stream** of the meeting - [agendas/https://holladayut.gov/government/agendas_and_minutes.php](https://holladayut.gov/government/agendas_and_minutes.php)

Citizens desiring to make public comments or to make comments during any public hearing may provide such comments as follows:

1. **In-person attendance:** at Holladay City Hall
2. **Email** your comments by 5:00 pm on the date of the meeting to scarlson@cityofholladay.com

AGENDA

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council before 5:00 p.m. on the day of the meeting to scarlson@holladayut.gov with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- IV. **Public Hearing on Proposed Text Amendment to the Regional Mixed Use (RMU) Zone Site Development Master Plan (SDMP 2007) for Royal Holladay Hills** *(text amendment to Cottonwood Mall within the Regional Mixed-Use zone (R/M-U) to update and clarify surface and terraced parking areas with the site and project signage locations at the perimeter of the site)*
- V. **Public Hearing on Proposed Text Amendment to Chapter 13.84 Outdoor Lighting Standards** *(proposed new and expanded outdoor lighting section for the city)*
- VI. **Public Hearing on Partial Vacation of Public Right of Way – Arbor Lane (5000 South)**

- VII. *Consideration of Resolution 2025-13 Approving an Interlocal Agreement with the Central Wasatch Commission.*
- VIII. *Consideration of Resolution 2025-14 Appointing Councilmember Emily Gray as a Member of the Central Wasatch Commission Board*
- IX. *City Manager Report - Gina Chamness*
- X. *Council Reports & District Issues*
- XI. *Reconvene City Council in a Work Meeting:*
 - a. *Parks Sustainability Update – Thamas & Riley*
 - b. *Happy Healthy Holladay Update - Megan B.*
 - c. *Active Transportation – Bike Lanes and Bike Routes Update – Jon and Jared*
 - d. *Calendar*
 - Council Meetings – Aug. 7 & 21, Sept. 4 & 18*
- XII. *Closed Session for the Purpose(s) Described in U.C.A. 52-4-204 and 205*
- XIII. *Adjourn*

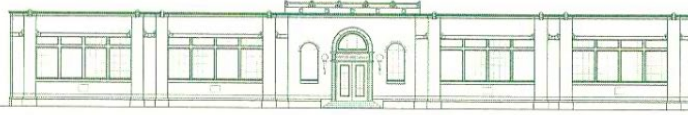
Public Comment Policy & Procedure: During each regular Council Meeting there will be a Public Comment Time. The purpose of the Public Comment Time is to allow citizen's access to the Council. Citizens requesting to address the Council will be asked to complete a written request form and present it to the City Recorder. In general, the Chairman will allow an individual three minutes to address the Council. A spokesman, recognized as representing a group in attendance, may be allowed up to five minutes. Comments which cannot be made within these time limits should be submitted in writing to the City Recorder prior to noon the day before the meeting so they can be copied and distributed to the Council. At the conclusion of the Citizen Comment time, the Chairman may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all Public Hearings.

CERTIFICATE OF POSTING

I, Stephanie N. Carlson, the City Recorder of the City of Holladay, certify that the above agenda notice was posted at City Hall, the City website www.holladayut.gov, the Utah Public Notice website www.utah.gov/pmn, and was emailed to the Salt Lake Tribune and Desert News and others who have indicated interest.

DATE POSTED: Tuesday, July 15, 2025 at 1:00pm
Stephanie N. Carlson MMC,
City Recorder City of Holladay

Reasonable accommodations for individuals with disabilities or those needing language interpretation services can be provided upon request. For assistance, please call the City Recorder's office at 272-9450 at least three days in advance. TTY/TDD number is (801)270-2425 or call Relay Utah at #7-1-1



City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: July 17th 2025

SUBJECT: Ordinance Amendment - Parking and Signage location requirements of the Site Development Master Plan

SUBMITTED BY: Jonathan Teerlink, CED Director

ACTION:

Legislative. Ordinance amendments are to be reviewed and considered during a public hearing prior to a motion of final decision/action.

SUMMARY:

Property owner and applicant, Steve Petersen (Applicant), proposes to clarify and update surface and terraced parking areas designated within the site and project signage locations at the perimeter of the site.

PROPOSED ORDINANCE, CONSIDERATIONS:

The overall intent of this amendment is to clarify ambiguity and interpretation of land use pages as they relate to parking. By addressing parking, the amendment refines the operational location of each area by refining the number of stalls and mass of the compact terraced parking structure and “vastness” of the surface parking lot at the prominent corner of the project site. Additionally, the option to locate an Arrival/Monument sign at the Murray Holladay Road entrance has been missing from the master plan since adoption. This amendment proposed to address this missing location.

SUMMARY OF CHANGES:

The Royal Holladay Hills redevelopment site, currently in the R/MU zone, is subject development details provided in the 2007 Site Development Master Plan (SDMP). Sections of the SDMP are designated to provide guidance on the location and number of on-site parking stalls provided for the project and the project signage locations. Since the adoption of the 2007 SDMP, the Applicant has refined how to build these elements and proposes to clarify the SDMP accordingly.

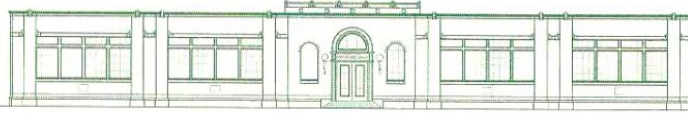
The Applicant is proposing to clarify the following pages as they relate to conceptual uses of the project areas for parking. Primarily, to address refined plans for parking terrace on blocks “J” and “I” and refining (i.e. reducing) the large area designated as exclusive surface parking on block “A”.

3; Permitted Land Uses By District and Building Function

5; Land Use Regulation Plan – Uses by Story

8; Site Parking Plan





City of Holladay
HOLLADAY CITY COUNCIL

The Applicant is also refining the following pages to refine the location of an additional project Arrival/Monument sign.

17; Conceptual Site Lighting & Signage Plan

NON-CONFORMING USES

This amendment would not create any non-conforming use situations and does not alter the original intent of the SDMP to provide adequate parking or project signage.

RECOMMENDATION:

Staff finds the proposal to be acceptable in its scope as a needful clarification and update to these specific areas of the SDMP. The City Council should hold the required public hearing and review the recommendation of the Planning Commission on the proposal to amend pages 3, 5, 8 and 17 of the 2007 Site Development Master Plan for redevelopment within the R/MU zone, as shown in Exhibit "A".

STANDARDS for CONSIDERATION, FOR or AGAINST:

13.07.030G: Approval Standards:

1. A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council. The city council, after reviewing the planning commission recommendation, may:
 - a. Adopt the amendment as recommended by the planning commission;
 - b. Make any revisions to the proposed amendment that it considers appropriate;
 - c. Remand the proposed amendment back to the planning commission for further consideration; or
 - d. Reject the proposed amendment.
2. In reviewing a text or map amendment, the following factors should be considered:
 - a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;
 - b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
 - c. The extent to which the proposed amendment may adversely affect abutting properties; and.
 - d. The adequacy of facilities and services intended to serve the subject property, such as, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, environmental hazard mitigation measures, water supply, and wastewater and refuse collection

ATTACHMENTS:

SDMP 2007, Existing Pages
Proposed amendments



Conceptual Site Signage Standards*

SIGNAGE:

The graphic technique of imparting verbal and symbolic information, especially when applied to a building.

There are four fundamental types of signage:

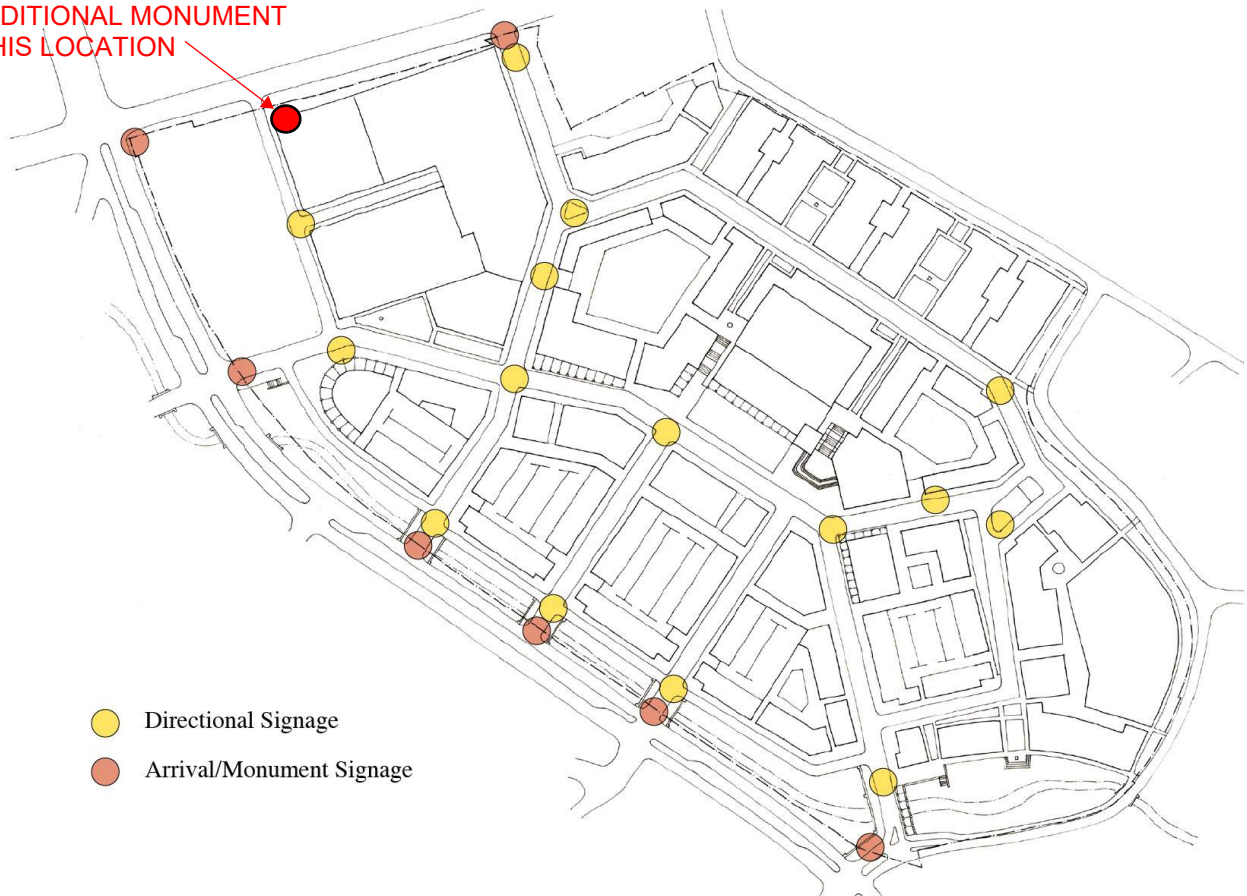
1. Traffic signs and signals that are standardized by speed/perception research.
2. Monument signs are those that are applied to a structure independent of a building.
3. Signage that is applied directly to a building and referred to as wall signs.
4. Signage that is perpendicular to a building façade, to be seen by the pedestrian passerby, also referred to as blade or fin signs.

Retail Signage:

Retail signage shall be an integrated design to include the storefront, the entrance, and the signage.

Uniform signage regulations shall be provided to ensure aesthetic continuity.

ADD AN ADDITIONAL MONUMENT
SIGN TO THIS LOCATION



Temporary Site Signage Criteria

8

Fencing Signage: Surrounding Area Proximity: Maximum limit of 6 Foot Height wrapping project fencing area

Development Signage: Limited to a maximum of 7 two-sided development signs on property with maximum square footage of 800 square feet per side.

Construction Banners: A Maximum of 1 (one) banner per building wall side with a maximum of 10% wall coverage.

Directional Signage: Limited to site entrances, relocated entrances, private roads, streets, and construction areas.

*Detailed Project Sign Criteria will be required as adopted by Planning Commission and City Council as an Appendix prior to building permit approvals.



GENERAL LAND USE/DEVELOPMENT APPLICATION

Name of Proposed Project:	Holladay Hills
Address of Project:	4800 South Highland Drive

TYPE OF REQUEST: (mark all that apply)	
ADMINISTRATIVE PROCEDURES APPLY (ORD. 13.08)	LEGISLATIVE PROCEDURES APPLY (ORD. 13.07)
<input type="checkbox"/> SITE PLAN () PERMITTED of () CONDITIONAL	<input type="checkbox"/> REZONE of PROPERTY
<input type="checkbox"/> SUBDIVISION PLAT	<input type="checkbox"/> GENERAL PLAN AMENDMENT
<input type="checkbox"/> CONDOMINIUM PLAT	<input checked="" type="checkbox"/> CODE AMENDMENT
<input type="checkbox"/> CONDITIONAL USE PERMIT	<input type="checkbox"/> PUBLIC STREET: NAME CHANGE, VACATION / CLOSURE or DESIGNATION
<input type="checkbox"/> SPECIAL EXCEPTION	<input type="checkbox"/> HISTORIC SITE DESIGNATION
<input type="checkbox"/> NON-CONFORMING USE DECLARATION	<input type="checkbox"/> DEVELOPMENT AGREEMENT AMENDMENT
<input type="checkbox"/> OTHER:	<input type="checkbox"/> ANNEXATION

Applicant Name: (Please Print)		Property Owners Name: (Please Print) <i>ATTACH SIGNED "OWNER AFFIDAVIT"</i>	
		KMW Development, LLC	
Applicant's Mailing:			
Address: P.O. Box 71405		City: SLC	State: UT Zip: 84177
Applicant Phone:		Applicant's Email Address:	
801 365-2001		Steve@millrock.net	
Main Contact Person (Please Print):			
Name: Steve Peterson		Phone: 801-365-2001	email: Steve@millrock.net
Brief summary of proposal / request:			
Clarifying land use plan and parking within a RMU zone.			

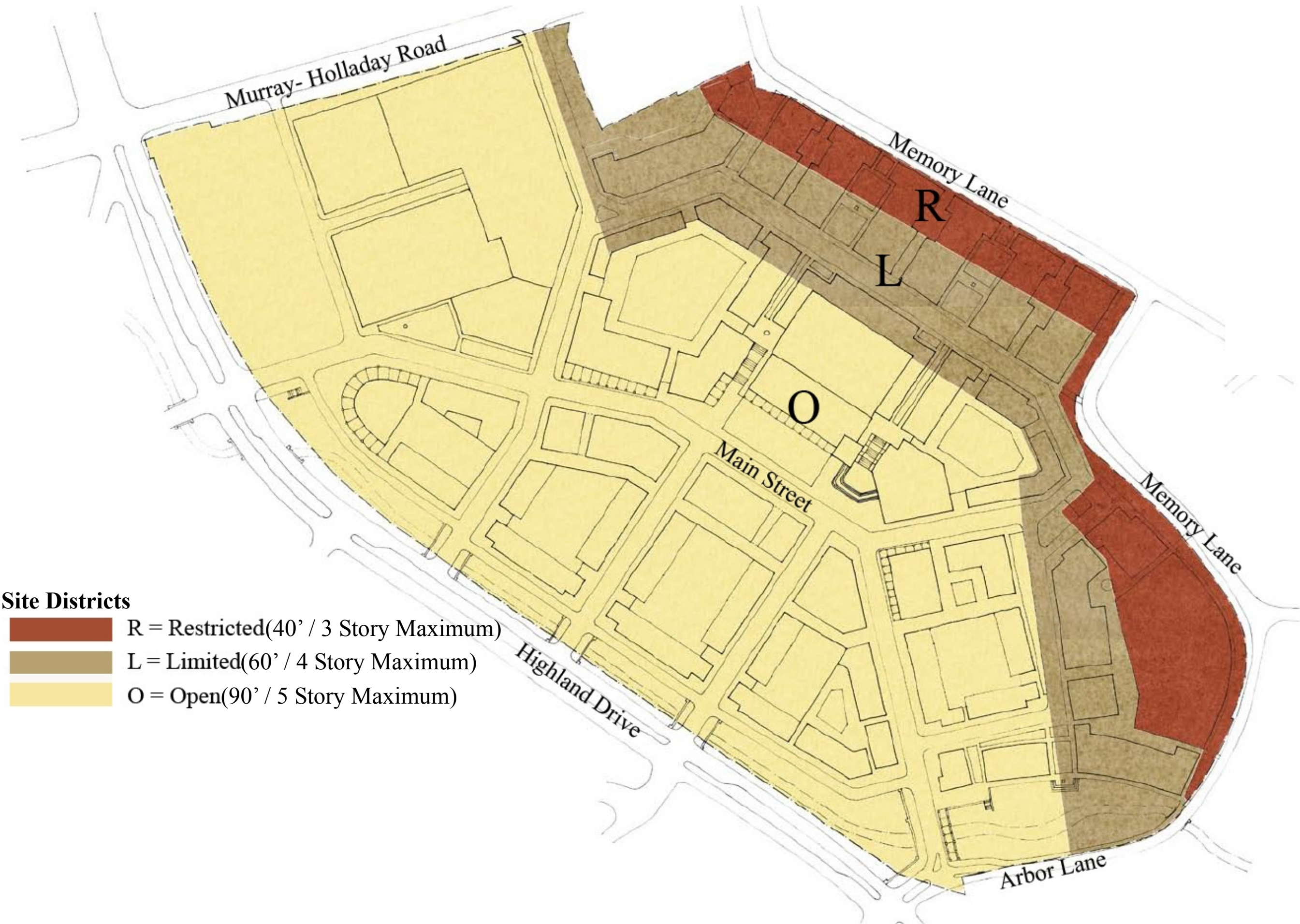
FILING FEES: (ORD 3.35)				OFFICE USE ONLY	
SITE PLAN REVIEW	\$600.00	REZONE of PROPERTY	\$900.00 + \$85.00/acre	FILE NUMBER	_____
SITE PLAN AMENDMENT	\$250.00	CODE AMENDMENT	\$600.00	PARCEL NUMBER	_____
SUBDIVISION: Final = 6% of the cost of improvements	\$2,000.00 + \$100.00/lot	GENERAL PLAN AMENDMENT	\$300.00 + \$50.00/acre	GENERAL PLAN	_____
CONDOMINIUM	\$1,000.00 + \$100.00/unit	HISTORIC SITE DESIGNATION	\$600.00	ZONE	_____
CONDITIONAL USE PERMIT - COMMERCIAL	\$1,000.00 + \$35.00/acre	PUBLIC STREET:	\$300.00 - vacation \$500.00 - dedication \$250.00 - namechange	ACREAGE	_____
CONDITIONAL USE PERMIT - RESIDENTIAL	\$900.00 + \$50.00/unit	ANNEXATION		PC ACTION	_____ DATE
CONDITIONAL USE PERMIT - HOME BUSINESS	\$100.00	DEVELOPMENT AGREEMENT AMENDMENT		CC ACTION	_____ DATE
CONVERSION TO CONDOMINIUM	\$50.00/unit	LOT LINE ADJUSTMENT / COMBINATION:	\$75.00	FILE DATE	_____
SPECIAL EXCEPTION	\$600.00	OTHER:			
SUBDIVISION AMENDMENT	\$500.00				
			FINAL TOTAL DUE:		

NEXT STEPS:

1. To be considered COMPLETE, this form must be accompanied by all applicable "project tracking" checklist(s)/submittals or it will not be accepted.
2. Complete applications must be submitted 3 weeks prior to the desired Planning Commission date
3. Applications are reviewed every Tuesday by the Holladay TRC. You will be notified of any deficiencies, decisions and/or meetings dates at that time
4. Planning Commission convenes each month on the 1st and 3rd Tuesday. City Council convenes the 1st and 3rd Thursday of each month
5. Your Attendance at the Planning Commission and/or City Council meetings is required by the applicant or a representative of the applicant.

Permitted Land Uses by District and Building Functions

This table sets forth Land Use categories to delegate specific Functions and uses within established Districts



Site Districts
R = Restricted(40' / 3 Story Maximum)
L = Limited(60' / 4 Story Maximum)
O = Open(90' / 5 Story Maximum)

	RESTRICTED	LIMITED	OPEN
RESIDENTIAL			
Attached Housing		■	■
Detached housing	■	■	■
Ancillary Units (only permitted on lots greater than 0.20 acres	■		
LODGING			
Hotel (no room limit)			■
Inn (up to 12 rooms)			■
Bed and Breakfast (up to 5 rooms)		■	■
School Dormitory			■
COMMERCIAL			
Office		■	■
Live-Work Unit		■	■
Open-Market Building			■
Retail Building			■
Department Store Building			■
Display Gallery			■
Push Cart (mobile)			■
Restaurant			■
Kiosk (fixed)			■
Liquor Selling Establishment			*****
CIVIC			
Bus Shelter	■	■	■
Assembly Spaces			■
Fountain or Public Art	■	■	■
Library		■	■
Live Theater			■
Movie Theater			■
Museum			■
Outdoor Auditorium			■
Parking Structure			■
Playground	■	■	■
Surface Parking Lot		■	■
Religious Assembly			■
CIVIL SUPPORT			
Police Station			■
Funeral Home			■
Hospital			■
Medical Clinic			■
Postal Office			■
EDUCATION			
College			■
Trade School			■
Elementary School			■
Childcare Center			■

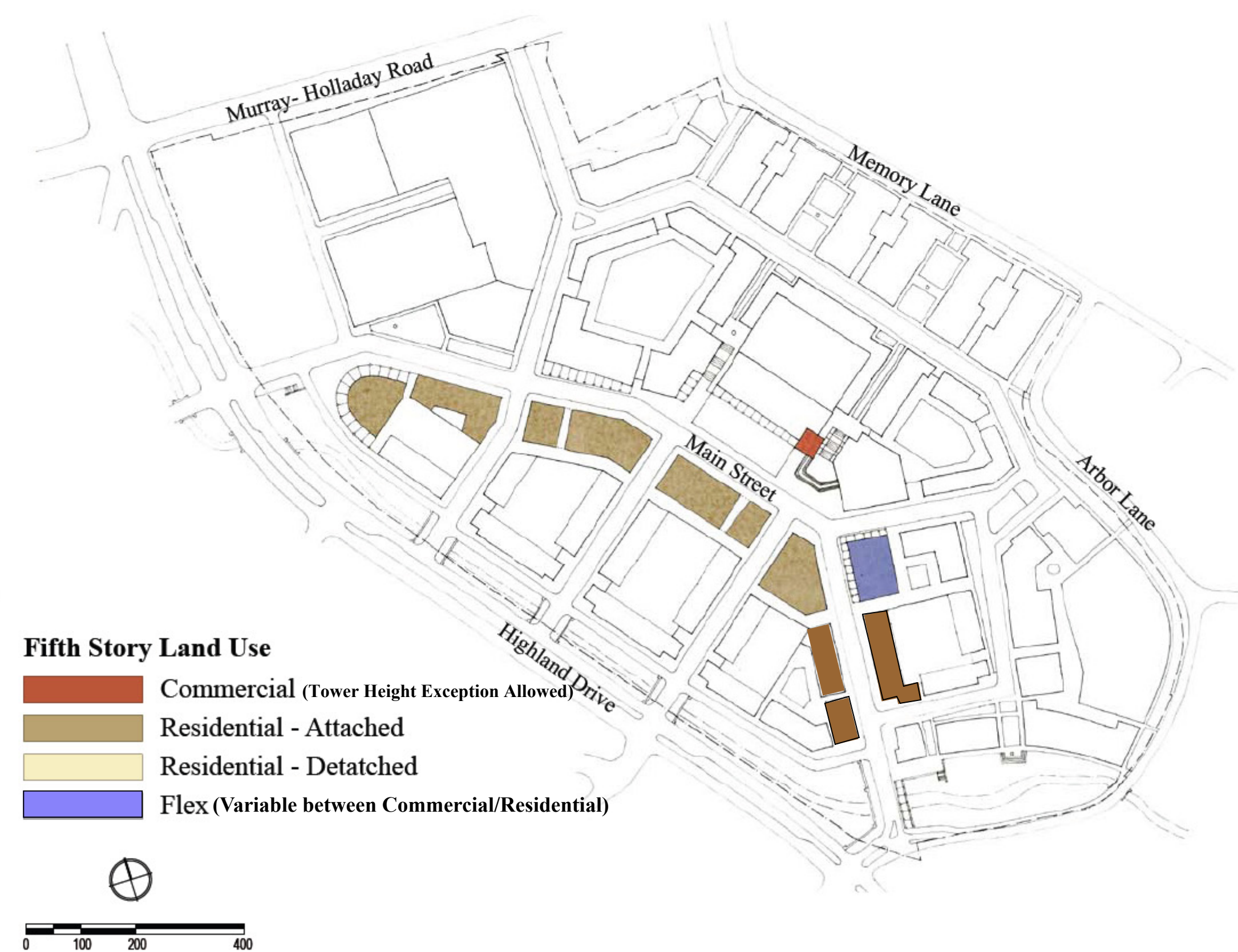
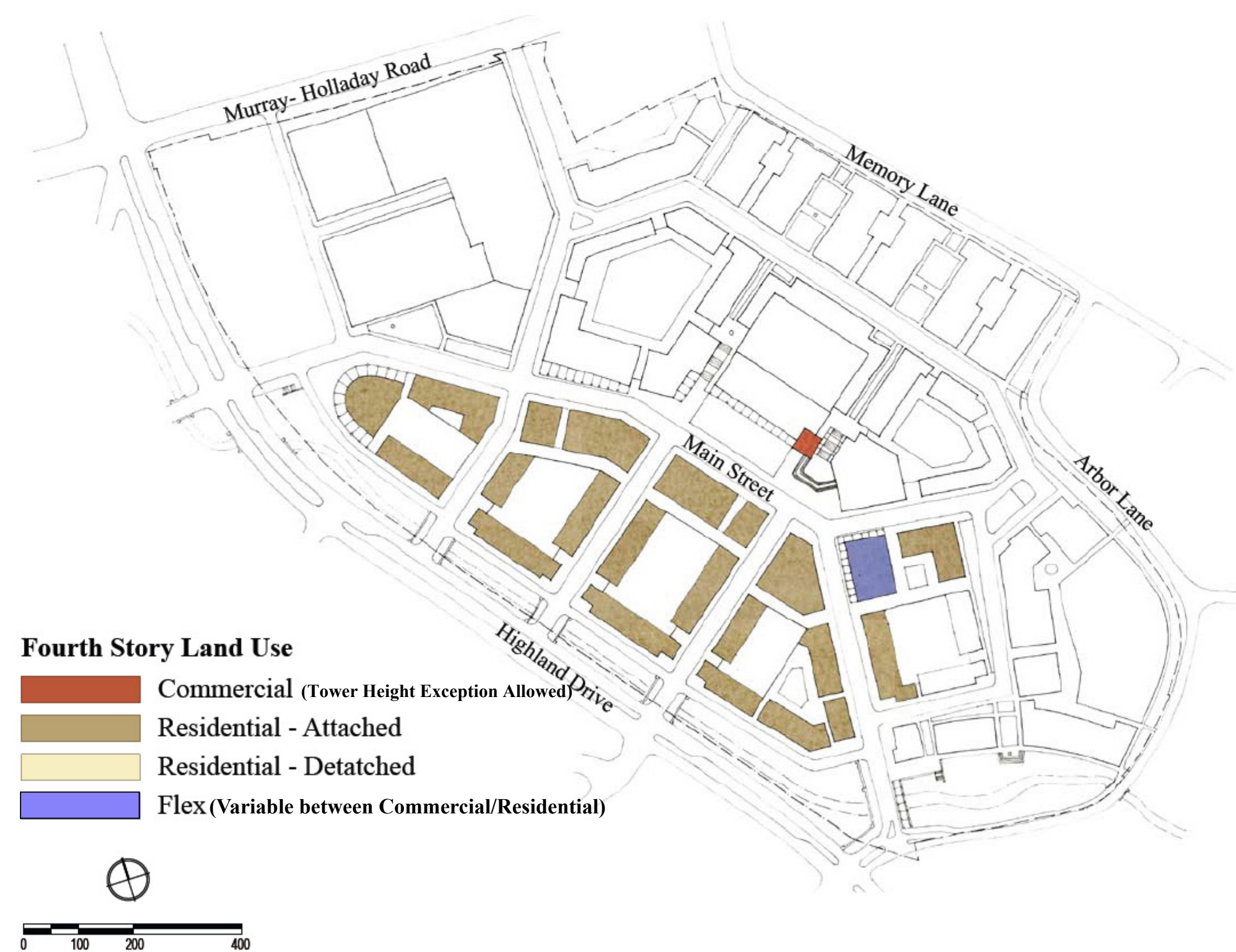
■ Permitted by Right
***** Permitted subject to compliance with applicable State of Utah regulation

Note: Live/Work Units are not regulated as home occupational units.

DISTRICT	Open	Limited	Restricted	TOTAL
Area (SF)	1,797,013.00	445,023.87	257,020.98	2,499,057.85
Acres	41.25	10.22	5.90	57.37
Maximum Density (DU/A)	12	9	5	10.70

	RESTRICTED	LIMITED	OPEN
RESIDENTIAL	Restricted Residential: The number of dwellings on each Lot is restricted to one within a principal building and one within an Accessory Building, with 2.0 parking places for each. Both dwellings shall be under single ownership. The habitable area of the accessory dwelling shall not exceed 1,000 square feet. Accessory buildings are only permitted on lots greater than 0.20 acres.	Limited Residential: The number of dwellings on each Lot is limited by the requirement of 2.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards.	Open Residential: The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards.
LODGING		Limited Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to twelve, in addition to the parking requirement for dwelling. The lodging must be owner occupied. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	Open Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking places for each bedroom. Food service may be provided at all times.
OFFICE		Limited Office: The building area available for office use on each Lot is limited to the first Story of the principal building and/or to the Accessory building, and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.	Open Office: The building area available for Office use on each Lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.
RETAIL			Open Retail: The building area available for Retail use is limited by the requirement of 3.0 assigned parking places per 1000 square feet of net Retail space.

Conceptual Land Use Regulatory Plan - Conceptual Uses by Story



Site Parking Plan

Parking Design Standards

A.Size: Required parking stalls shall be rectangular with a minimum width of nine feet (9') and a minimum length of eighteen feet (18'), in accordance with table 1 of this section. If the stall is perpendicular to a curb, the length shall be measured from the curb face. Each parking stall shall have independent access from a driving aisle. A parking stall may contain less than eighteen feet (18') of pavement in length if all of the following conditions are met:

1. The stall has a standard six inch (6") curb face that will allow vehicles to extend over a landscaped area of no less than six feet (6') in width;
2. Each stall contains no less than sixteen feet (16') of pavement in length measured from curb face;
3. No pedestrian pathway or landscaping that prevents a standard vehicle from overhanging the curb is within two feet (2') of any curb face; and
4. All other requirements of this code are met.

B.Location: Required parking stalls shall not be located in delivery areas, service driveways, driving aisles, drive-in stacking lanes, shopping cart storage areas, or areas in front of overhead service doors. Designated loading space shall not encroach into any fire lane or pedestrian pathway.

C.Separation From Rights Of Way: Except as provided above, wheel or bumper guards shall be placed in parking stalls where necessary to prevent any part of a standard sized vehicle from extending beyond a parking stall boundary line, intruding on a pedestrian way, or contacting any wall, fence, or planting. A physical separation or barrier, such as vertical curbs, may be required in order to separate parking stalls from access to a second travel lane.

D.Layout: All off street parking stalls shall be designed in accordance with the dimensions and specifications set forth in table 1 and table 2 of this section.

E.Accessibility Requirements: All parking facilities shall comply with accessibility requirements of the city's then current building code. The number of accessible spaces required by the city's building code as of the enactment of this section is shown in table 3 of this section.

F.Markings: All required parking stalls shall be marked and maintained to be permanently visible.

G.Surface: Required parking stalls, loading spaces, maneuvering areas, and driving aisles shall be paved with asphalt, concrete, paving stone or masonry to a sufficient thickness to withstand repeated vehicular traffic, and shall be constructed according to the city's street standards and specifications.

H.Tables: **

TABLE 1

A (Angle)	B (Width Of Stalls)	C (Length Of Stalls)	D (Width Of Aisle)
0°	10'	22'	20' (12")
30°	9'	18'	20' (15")
45°	9'	18'	20' (15")
60°	9'	18'	24"
90°	9'	18'	24"

* One-way traffic only.

TABLE 2

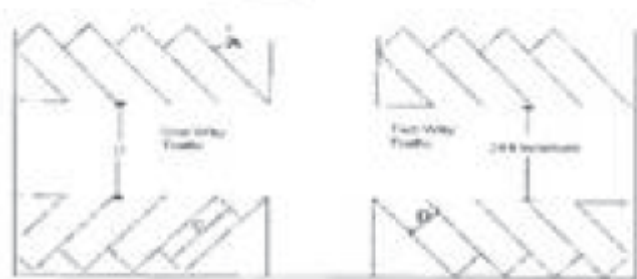


TABLE 3

Total Parking Stalls Provided On Property	Required Minimum Number Of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 600	9
601 to 1,000	2 percent of total
1,001 and over	20 plus 1/100 stalls over 1,000

I.Parking Structures:

1. May cover all buildable area of a block.
2. Shall generally be concealed by liner buildings. Liner buildings shall be built up to the frontage lines and have a minimum depth of 20 feet.
3. The façade of a parking garage that is not concealed behind habitable space shall be screened to conceal all internal elements such as plumbing pipes, ducts and lighting. ramping shall be internalized and spandrels shall not be exposed.
4. Parking structure vehicular access at frontage lines shall be a maximum of 42 feet wide and shall be setback 20 feet from the frontage line.
5. Parking structures shall provide at least one pedestrian entrance directly onto the sidewalk in addition to any internal connections to the building served.

** Site may consist of both parallel and angled parking.

Life Safety /Fire Protection Requirements

Roads- Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility or any portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility. The building is equipped throughout with an approved automatic sprinkler system. Fire apparatus access roads shall have an unobstructed width of not less than 20-26 feet except for approved security gates or bollards. An unobstructed vertical clearance of not less than 13 feet 6 inches is required.

Fire apparatus access roads shall be designed to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities. A minimum 75,000 lb. road base/weight capacity is required.

Dead end fire apparatus roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

Bridges-

Where a bridge or elevated surface is part of a fire apparatus access road, the bridge shall be constructed in accordance with AASHTO Standard Specifications for Highway Bridges. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus.

Water Supply-

An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Fire hydrants shall comply with Section 508.5.1 through 508.5.6.



* Final parking locations to be confirmed with final plan submissions.

Minimum Parking Requirements**

The Required Parking table summarizes the minimum parking requirements for each site or, conversely, the amount of building allowed on each site given the parking available. These numbers are subject to adjustment based on the accepted Shared Parking Analysis.

	RESTRICTED	LIMITED	OPEN
RESIDENTIAL	2.0/dwelling	1.5 / dwelling	1.0 / dwelling
LODGING		1.0 / bedroom	1.0 / bedroom
OFFICE		2.0/ 1000 sq. ft.	2.0 / 1000 sq. ft.
RETAIL			3.0 / 1000 sq. ft.
ASSEMBLY			1 / 5 seats

****All Minimum Parking Requirements shall be required prior to each subdivision approval.**

General Parking Guidelines*

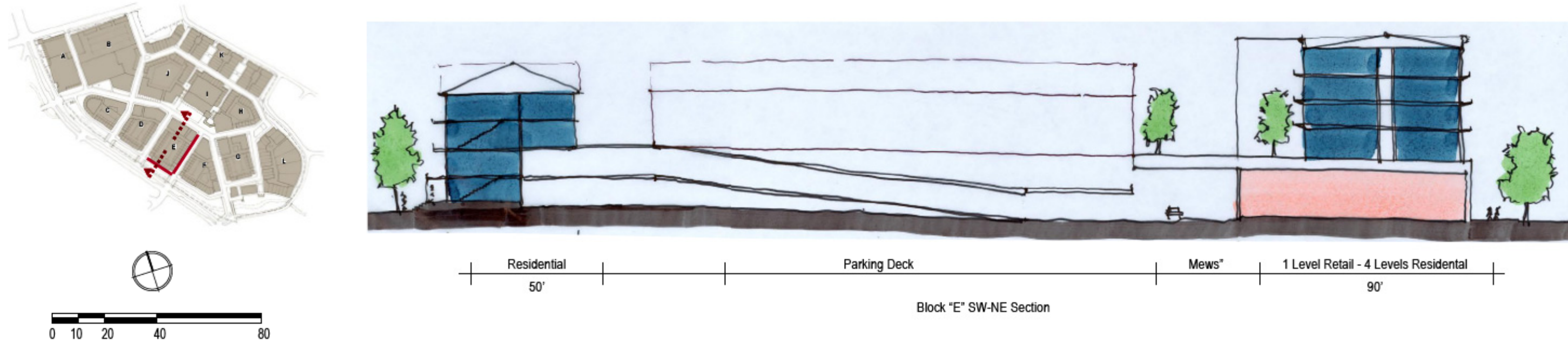
Parking Stalls (Reference from Walker/Desman)

Site Parking Requirements Table

	Quantity	Ratio	Total Spaces	Max/Min
Retail	641,516	4.5/1000	2,887	Maximum
	481,137		2,165	Minimum
Office	130,709	3/1000	392	Maximum
	98,032		294	Minimum
Residential	614	1.86/DU	1,142	Maximum
	454		844	Minimum
Total			4,421	Maximum
			3,303	Minimum
Mixed Use Shared		20%	-	Maximum
Parking Reduction			661	Minimum
GRAND TOTAL			4,421	Maximum
			2,643	Minimum

***All Parking Ratios and Final Stall Counts subject to modification determined by Shared Parking Analysis and by overall Master Plan. General Parking Guidelines are calculated by ULI and ICSC Standards and Guidelines.**

Conceptual Parking Deck Cross Section Sample



Draft Date: April 2025



General Growth Properties, Inc.
110 North Wacker Drive
Chicago, IL 60606
(312) 960-5000

Cottonwood

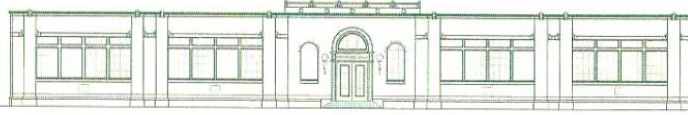
Site Development Master Plan - Regional Mixed-Use Development
City of Holladay, County of Salt Lake, State of Utah

DUANY PLATER - ZYBERK & CO.
ARCHITECTS AND TOWN PLANNERS

TORTI GALLAS AND PARTNERS



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City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: July 17th 2025

SUBJECT: Ordinance Amendment - "Outdoor Lighting Standards "

SUBMITTED BY: Jonathan Teerlink, CED Director

ACTION:

Legislative. Ordinance amendments are to be reviewed and considered during a public hearing prior to a motion of final decision/action.

SUMMARY:

Responding to constituent requests for expanded outdoor lighting standards. Councilmember Gray requested the council to direct staff to review and provide reports on current outdoor lighting standards within the city. Upon review of the prepared reports, the council directed staff to provide draft elements of an expanded outdoor lighting standards program to address residential lighting practices. During subsequent meetings, staff presenting a framework of concepts to the council for consideration. During the council's work session on February 6th 2025 the concepts were generally accepted with a request to direct the planning commission for recommendation draft of new standards as per Holladay Ord. §13.07.030. This report summarizes the planning commission's deliberation, public comments and their recommended ordinance draft as §13.84 Outdoor Lighting Standards.

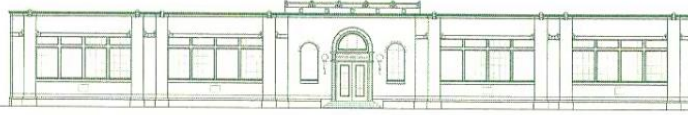
PROPOSED ORDINANCE, CONSIDERATIONS:

All recommended ordinances address objective regulations; types of lighting, types of fixtures, the misdirection of light, excessive glare, and the indiscriminate use all-night lighting.

Accordingly, the planning commission has recommended a draft ordinance that:

- Consolidates all existing lighting standards into one, new chapter
- Creates standards for residential lighting which
 - Clearly defines light trespass and the purpose of regulating it as a nuisance, and
 - Creates objective standards that are approachable by property owners without involving a lighting professional, and
 - Defines and provides for flexibility in design and application, and
 - Provides standards enabling consistent enforcement





City of Holladay
HOLLADAY CITY COUNCIL

SUMMARY OF CHANGES:

Below is a simplified outline of the draft ordinance which addresses the following:

- misdirection and “trespass” of light,
- excessive brightness, glare and color of light sources,
- the indiscriminate all-night usage of light,
- height of fixtures,
- security lighting, and
- enforcement

GENERAL PLAN COMPLIANCE:

The General Plan encourages appropriate development standards for all development within Holladay. The proposed code amendment is consistent with the City of Holladay General Plan as the proposal ensures the public health, welfare while retaining the property owner’s right to secure the safety of property. The proposal ensures consistency and equitable standards for residential and commercial property; and establishes efficiency review and administration.

RECOMMENDATION:

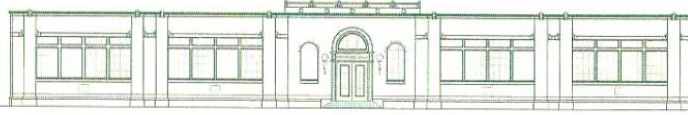
The Holladay Planning Commission provided various amendments to the original draft presented by staff. Staff will provide the council a presentation on those changes. After four separate readings, the commission moved to forward a recommendation that the city council consider the final version attached to this report.

City Council should hold the required public hearing and review the recommendation of the Planning Commission to amend select sections of Title 13 of the Holladay Municipal Code, as shown in Exhibit “A”.

Planning Commission findings:

1. Study and review of established regulations were presented at the request of the City Council (The Applicant). Ordinance proposals were reviewed in conjunction with public hearings during public meetings.
2. Upon recommendation of the Planning Commission, the City Council may amend land use ordinances consistent with the purposes of the Holladay Land Development Code, the General Plan.
3. Compliance with the Purpose of the Land Development Code by promoting and facilitating the orderly development within the City of Holladay.
4. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within the City of Holladay





City of Holladay
HOLLADAY CITY COUNCIL

STANDARDS for CONSIDERATION, FOR or AGAINST:

13.07.030G: Approval Standards:

1. A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council. The city council, after reviewing the planning commission recommendation, may:
 - a. Adopt the amendment as recommended by the planning commission;
 - b. Make any revisions to the proposed amendment that it considers appropriate;
 - c. Remand the proposed amendment back to the planning commission for further consideration; or
 - d. Reject the proposed amendment.
2. In reviewing a text or map amendment, the following factors should be considered:
 - a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;
 - b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
 - c. The extent to which the proposed amendment may adversely affect abutting properties; and. The adequacy of facilities and services intended to serve the subject property, such as, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, environmental hazard mitigation measures, water supply, and wastewater and refuse collection

SUGGESTED MOTION:

Continue to work session

ATTACHMENTS:

Title 13 Amendments

FISCAL IMPACT:

None



13.84 Outdoor Lighting

13.84.010 PURPOSE

13.84.020 APPLICABILITY

13.84.030 DEFINITIONS

13.84.040 GENERAL ~~OUTDOOR LIGHTING~~ STANDARDS

13.84.050 LIGHTING STANDARDS: R-1, R-2 Zones

13.84.060 LIGHTING STANDARDS: OTHER ZONES

13.84.070 PROHIBITED LIGHTING

13.84.080 ~~OUTDOOR SITE LIGHTING~~ PLAN SUBMITTAL REQUIREMENTS

13.84.090 REVIEW PROCEDURES

13.84.100 APPROVAL PROCEDURES

13.84.110 ADMINISTRATIVE RELIEF

13.84.120 APPEAL PROCEDURE

13.84.130 ADMINISTRATION AND ENFORCEMENT

13.84.140 EFFECTIVE DATE

13.84.150 FIGURES

13.84.010 PURPOSE

- A. The intent of this chapter is to consolidate and clarify the various lighting sections in this title which previous to adoption of this chapter primarily addressed lighting regulations for commercial zones within the City.
- B. The regulations of this chapter are intended to set outdoor lighting standards in the City of Holladay that enhance the community character and identity by mitigating adverse impacts of misdirected and/or excessive outdoor lighting in residential and commercial areas by promoting,
 1. Lighting design and use continuity between adjacent and abutting land uses;
 2. Energy conservation through efficient use of outdoor lighting
 - ~~3. Maintenance of a pleasant and soft ambiance;~~
 - 4.3. Safety and security for persons and property;
 - ~~5.4.~~ Flexibility in implementing lighting technologies as the industry provides.
 - ~~6.5.~~ Existing regulations established by The Illuminating Engineering Society (IES), the ANSI accredited standards writing body for lighting definitions and recommended practices.

13.84.020 APPLICABILITY

- A. All land development described in this section shall provide an outdoor lighting plan in accordance with ~~conjunction with development~~ site plan submittal ~~requirements according to provisions stated in chapter~~ 13.03 and 13.08 of this title.
 1. New Development. All new primary and accessory buildings, structures, additions to buildings or structures, or areas of new or expanded land uses, i.e. sport courts, swimming pools or parking lots, shall comply with the requirements of this chapter.
 2. Existing Development. Development in existence at the effective date of this chapter shall be brought into compliance with these provisions if:
 - a. Redevelopment resulting in demolition or expansion is proposed
 - b. Installation of any new outdoor lighting which requires a building inspection for compliance with ICC building or electrical codes
- B. Routine maintenance of existing outdoor lighting.
 1. Repairing any component of a light fixture, except the lamp, is permitted for all existing outdoor lighting fixtures; and

2. Lamps shall be replaced in accordance with the provisions of this chapter; provided, however, if no lamp exists which complies with this chapter, then the fixture shall be replaced.
- C. Exemptions. The provisions of this chapter do not apply to the following
1. Indoor lighting
 2. Seasonal holiday lighting ~~as long as it does not create a hazard or nuisance from glare~~
 3. Signs as regulated by Chapter 13.82 of this title
 4. Temporary lighting, used for a period not to exceed ten (10) days for festivals, celebrations, or other public special events or activities.
 5. Temporary right of way construction repair lighting used for a period not to exceed fifteen (15) days.
 6. Traffic control, warning signals and devices
- D. Administrative Relief. This section effectively regulates outdoor lighting, it is not the intent of this section to limit creative lighting solutions. The community and economic development, ~~d~~Director, upon written recommendation of the TRC, may grant relief from these standards. Determination shall be based upon the following findings,
1. A complete Administrative Relief application shall be submitted on a form created and maintained by the CED department
 2. Viable, substitute alternatives are demonstrated to meet the intent of this chapter and do not otherwise violate this chapter.
- E. Certificate of Occupancy. All outdoor lighting required according to applicable provision of this chapter shall be installed and inspected to compliance within one year of issuance of Certificate of Occupancy.

13.84.030 DEFINITIONS

INSERT NEEDFUL DEFINITION OF TERMS WHERE DEEMED NECESSARY FOR INTERPRETATION AND CLARIFICATION OF THIS ORDINANCE

CORRELATED COLOR TEMPERATURE (CCT): A measure of light source color appearance, expressed in kelvins (K), ranging from one thousand degrees kelvin (1,000°K) to ten thousand degrees kelvin (10,000°K). The following table provides examples to help in understanding the approximation of these colors.

Temperature	Example
1,700°K	Match flame, low pressure sodium lamps.
1,850°K	Candle flame, sunset/sunrise
2,200°K	High Pressure Sodium lamps, (Standard Streetlight Color)
2,400°K - 2,700°K	Standard incandescent lamps
2,700°K - 3,000°K	"Soft white" or "warm white" LED lamps
4,000° K	Clear metal halide lamps, "Cool white" LED lamps
4,500° - 5,500°K	"Daylight" LED lamps
5,000° K	Direct sunlight
6,000° K	Cloudy Sky
10,0'00° K	Blue Sky

CANDELA, CANDLEPOWER: (abbreviated as **cp** or **CP**) is a unit of measurement for luminous intensity. It expresses levels of light intensity relative to the light emitted by a candle of specific size and constituents

GLARE: the sensation produced by luminance's within the visual field that are sufficiently greater than the luminance to which the eyes are adapted, which causes ~~annoyance~~nuisance due to,

discomfort, or loss in visual performance and visibility. The magnitude of the sensation of glare depends on such factors as the size, position, and luminance of a source, the number of sources, and the luminance to which the eyes are adapted."

LIGHT TRESSPASS: The encroachment of excessive light, typically across a property line, causing annoyance, loss of privacy, or other nuisance

13.84.040 GENERAL ~~OUTDOOR LIGHTING~~ STANDARDS

- A. Type of lighting. Light sources shall be LED or other lighting technologies, current or future, that have similar or better color temperature control (CCT) and energy efficiencies
- B. Light Trespass. All light fixtures and their intended use, including security lighting, shall be aimed to confine lighting to the area within the property boundaries. Exposed light sources shall be shielded to prevent glare onto or across property lines ~~any public or private street or road~~. Refer to Figure 13.84.1
- C. ~~Full Cut-Off~~ Fixtures. All outdoor lighting fixtures shall feature full cut-off hoods or shields installed and aimed in such a way so that no direct light is emitted so as to not cause violation of 13.84.040.B of this section. Shielding may be accomplished by: ~~full cut-off fixtures; design~~; shielding; visors; louvers; or other devices or methods. Fencing used as a shielding feature must be solid and conform to all City of Holladay fencing ordinances. See examples of ~~shielding~~ shielded wall lighting in Figures 84-2 and 84-3.
- D. Light Curfew: Recreational lighting used to illuminate sport and outside activity areas shall be shut-off by 10:00 pm. Except at the conclusion of a permitted special event that is underway.
- E. Lighting of Flag Poles:
 1. According and to accommodate for U.S. Code, stating:
"It is the universal custom to display the flag only from sunrise to sunset on buildings and flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed twenty-four hours a day if properly illuminated during the hours of darkness." (U.S. Code Title 4.1.6(a))
 - a. The lighting of Federal or State flags shall be permitted provided that the light is a narrow beam spotlight rather than a floodlight, carefully aimed and shielded to avoid creating a source of glare ~~(maximum lumen output of 1500 lumens per pole)~~.
- F. Streetlights:
 1. Height.
 - a. Streetlights illuminating Major, Minor Collectors and Arterials shall not exceed 40 feet (40') in height
 - b. Streetlights illuminating public and private Residential roads and lanes shall not exceed twenty-five feet (25') in height
 2. Color and Intensity
 - a. LED in the 4000 kelvin – 4500 kelvin range provides a balance of brightness while maintaining the driver's attention
 - b. The maximum light intensity in the 90 ° angle direction, regardless of the light source's light flux, must not exceed 1000 ~~cd~~ candela (candlepower)
 3. Location
 - a. At intersections and crosswalks on major collector streets and arterials unless within one hundred and twenty-five feet (125') of an adjacent streetlight.
 - b. At intersections and crosswalks on minor collector or residential collector streets unless within two hundred and fifty feet (250') of an adjacent streetlight.

4. Exceptions

- a. Upon review of conditions the City Engineer may make modifications based upon the following

- (1) Height and intensity can be installed at a location to provide adequate safety and lighting efficiency for both pedestrian and vehicular use.

13.84.050 LIGHTING STANDARDS: R-1, R-2 Zones

The following regulations shall also apply to all properties in the single-family (R-1) and two-family (duplex) (R-2) zones that are;

1. Constructed or proposed to be constructed after the enactment of this chapter, and
2. Abut or are adjacent to a residential use, and
3. Covered by Section 13.84.020.

A. All lighting provisions of this section shall not violate 13.84.040 of this chapter

~~B. Fixture. All outdoor light fixtures shall provide~~

- ~~1. Color spectrum, or correlated color temperature (CCT) of all outdoor lamps at four thousand degrees Kelvin (4,000°K) or less.~~
- ~~2. Fixture illumination designed to radiate more than 300 lumens or equivalent wattage shall feature a full cut-off fixture according to 13.84.040.B~~

~~C.B.~~ Fixture Heights. The maximum allowable heights of light fixtures shall be as

follows. Height ~~shall be~~ measured to the lighting element above existing grade shall be,

- a. 15 feet when mounted to a vertical wall or parapet
- b. 15 feet for pole or standard mounted
- c. 20 feet when mounted within a soffit or overhang
- d. Fence mounted fixtures shall be at the maximum height of the city's fencing regulations §13.14.120 and light shall be directed so as to comply with §13.84.040(B) §13.14.120

~~D.~~ Accent and architectural lighting: Light fixtures used to accent a structure's vertical surface shall be designed and installed so as to not cause violation of 13.84.040.C of this chapter. according to the following

~~E.C.~~ Light source shall be shielded so as to not cause violation of 13.84.040.C of this chapter.

- ~~1. Wall illumination is limited to a per light fixture intensity, designed to provide a maximum of three hundred (300) lumens per two hundred (200) square feet of wall area.~~

~~2.1.~~ Soffit lighting. Lighting mounted to the underside of soffits, overhangs or porches shall be,

- a. Installed at a height as described in 13.84.050.C of this chapter
- b. A recessed, down-lit fixture

~~F.D.~~ Security Lighting. Appropriate security lighting is allowed in compliance with provisions of 13.84.040.C and shall also feature

- a. motion sensors set on a five (5) minute timer.
- b. lighting shall not be triggered by activity off the property.

~~G.E.~~ Sport Court Lighting. Private sport court lighting shall be installed and maintained according to the following:

1. Comply with 13.84.040.C
- ~~2.~~ Pole ~~height for~~ mounted ~~ing~~ fixtures shall not exceed fifteen feet (15') above the surface of the court when measured from existing grade(s) to the lighting element.
- ~~2.3.~~ Installed completely within a rear yard and setback off property lines a distance equal to the height of the pole.
- ~~4.~~ Use of the lights after ~~eleven~~ ten o'clock (10:00) P.M is prohibited.

- ~~3.5.~~ Lighting shall aimed, directed onto the sport court and away from abutting properties.
- ~~H.F.~~ Landscape Lighting. ~~Landscape~~ lighting designed to provide illumination of vegetation, pathways, steps, and entrances to buildings shall be low voltage systems installed and maintained in accordance with 13.84.040.C

13.84.060 LIGHTING STANDARDS: OTHER ZONES

Regulations of this section shall apply to all zones not listed in 13.84.050 and that are;

1. Constructed or proposed to be constructed after the enactment of this chapter, and
 2. Covered by Section 13.84.020.
- A. Refer to §13.65 for lighting regulations in the Regional, Mixed/Use (R-M/U) zone
- B. Refer to §13.71 for lighting regulations in the Holladay Village (HV) zone
- C. Implementation of all lighting provisions set forth in this section shall not violate §13.84.040 of this chapter
- D. Security
1. Appropriate security lighting is allowed in compliance with the general provisions of this chapter including shielding, direction, color, and measurement.
 - a. Security lighting is permitted within forty feet (40') of a building, in outside display areas, or other areas requiring such lighting. Security lighting may remain on after the close of business for security purposes, reduced to defined illuminance levels
- E. Parking lots
1. All lighting shall be shielded and even modified, if necessary, such that ~~parking lot~~ lighting does not light trespass ~~onto~~ into adjacent properties or into the adjacent streets. A properly shielded fixture would not have not visible glare spots until a person or vehicle enters the property of the parking lot.
 2. Appropriate location. Entrances, exits, and barriers should be emphasized.
 3. Integrate with landscaping. All parking lot lighting should be integrated into landscape areas wherever possible.
 4. Height. Height of parking area light poles should be in proportion to the building mass and height, and shall be no more than fifteen (25) feet above the parking lot surface.
 - ~~4.5.~~ Setback. Light poles abutting residential use shall be set off the property line at a distance that is equal to the height of the pole.
 - ~~5.6.~~ Maximum. A maximum of two (2) initial lumens per square foot of parking lot surface
 - ~~6.7.~~ Spot or floodlighting of parking lots from a building or other structure is not permitted.
- F. Landscaping, Walkways
1. Walkways. The intent of walkway lights are to provide pools of light to help direct pedestrians along the path, not to fully illuminate the path. Steps and path intersections should be illuminated for safety.
 - a. The maximum average foot-candle permitted on the ground is an average one (1) horizontal foot-candle or less.

(1) Two (2) types of lights may be selected:

- . three and one half (3'6") foot bollards with louvers or
- . ten (10) foot pole mounted down directed luminaires. Lights must be shielded.

2. Landscaping. The lighting of vegetation and other landscape features shall comply with the regulations established in this chapter.

3. Poles shall be black, dark gray, dark brown, dark green, or earth tone. The height of the pole mounted light shall not exceed twenty-five feet (15') above grade. Any fixtures located within any required setback or buffer area shall not exceed twelve feet (12') above grade

G. Building

1. Light Source (Lamp): Only LED, incandescent, fluorescent, metal halide, or color corrected high pressure sodium may be used. LED is the preferred light source. The same type shall be used for the same or similar types of lighting on any one site. No colors other than white or off white (light yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer) may be used for any light source for the lighting of structures. Noncolor corrected low pressure sodium and mercury vapor light sources are prohibited.

2. Mounting: Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site. Wall mounted fixtures intended to illuminate walkways or paths or parking lots shall not exceed thirteen feet (13') above the pedestrian pathway. For purposes of these regulations, the mounting height of a lighting fixture shall be defined as the vertical distance from the grade elevation of the surface being illuminated to the bottom of the lighting fixture (i.e., luminaire).

3. Architectural Feature Lighting: Architectural feature lighting including wall washer spotlights are permitted.

H. Sports Facility, Outdoor recreation Lighting

1. All sports lighting shall be turned off within thirty (30) minutes of the completion of the last game, practice, or event. In no case shall recreational lighting occur after ~~eleven~~ ten o'clock (10:00) P.M. except to conclude a specific sporting event that is underway

2. All new sports lighting fixtures shall not exceed the minimum standard illumination levels for sports lighting as established by by The Illuminating Engineering Society (IES). All new sports lighting shall require site specific computer calculations and a printout demonstrating that such lighting meets IES standards and does not otherwise violate this chapter,

13.84.070 PROHIBITED LIGHTING

A. The following lighting shall be prohibited

1. Unshielded lighting exceeding 300 lumens, for any purpose is prohibited.
2. Flashing, chasing, blinking, intermittent lights or other lights that move or give the impression of movement, are prohibited.

a. Exceptions

(1) Holiday lighting

~~3. Building for the purpose of lighting parking lots or sales display lot areas. Fully shielded fixtures may be attached to buildings to light walkways and parking lot spaces adjacent to buildings.~~

~~4.~~ 3. Laser lighting. All laser lighting is prohibited.

~~5.~~ 4. Searchlights. All searchlights are prohibited.

~~6.~~ 5. Exposed Neon and fluorescent tubes.

13.84.080 ~~OUTDOOR SITE LIGHTING~~ PLAN SUBMITTAL REQUIREMENTS

A. A site Lighting plans ~~shall be required and~~ shall include the following:

1. Commercial and Multi-Family site plans: (3 or more units)

- a. The location of all light fixtures, both proposed and any already existing on the site.
- b. A photometric plan, designed and stamped by a lighting professional, illustrating lighting intensities at a minimum of two by two feet in spacing and at five feet beyond the property line. The photometric plan shall be submitted on a “maintained” basis at one-year after burn-in and state the light loss factors used in the calculation.
- c. A description of each light fixture, lamp, support and shield, both proposed and existing. The description shall include, but is not limited to, manufacturer’s catalog cuts and illustrations; lighting fixture lamp types, wattages and initial lumen outputs.
- d. At the city’s discretion, the city’s public safety departments or providers may review and provide feedback on lighting plans as part of the development review process. This review shall be administered by the city’s development review committee (TRC).

2. ~~Residential~~ Single-Family, Two-Family and Accessory Dwelling Unit site plans:

- a. The location of all light fixtures, both proposed and any already existing on the site
- b. A description of each light fixture, lamp, support and shield, both proposed and existing. The description shall include, but is not limited to, manufacturer’s catalog ~~cuts~~ details and illustrations which feature; lighting fixture lamp types, wattages ~~and~~ initial lumen outputs, motion or timer details and shielding features/method.

B. ~~Lamp or light fixture~~ Alterations Allowed. Should any lamp or light fixture be altered after a permit has been issued, a change request must be submitted to the TRC for approval, together with adequate information to assure compliance with this chapter, which must be received prior to alteration.

C. Certification of installation. For all commercial and multi-family projects, certification by a certified lighting professional shall be provided to the Community and Economic Development department verifying that the installed lighting, ~~as installed~~, conforms to the approved plans. Certification shall be ~~provided~~ verified by the Building Official ~~by a qualified lighting professional~~ before any certificate of occupancy or business license is issued.

13.84.090 REVIEW PROCEDURES

A. Single-Family Residential, Two-Family and Accessory Dwelling units ~~Residential. All single family home outdoor lighting~~ shall comply with this chapter.

B. Multi-Family Residential and Commercial. Lighting plans are required. All building plans, commercial sign permit applications, conditional use permits, and subdivision applications shall include a detailed lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with this chapter

C. Evidence of Compliance with Codes. All Commercial lighting plans shall include certification by a licensed electrical engineer that the lighting fixtures proposed ~~by the plan~~ conform to the requirements of this chapter, Building and Electrical Codes.

13.84.100 APPROVAL PROCEDURES

- A. Approval procedures for new commercial and multi-family developments shall be review and approved by the planning commission in accordance with Chapter 13.08 and 13.10
- B. New residential site plans shall be reviewed in accordance with this title and shall be approved by the Community and Economic Development Department Director

13.84.110 ADMINISTRATIVE RELIEF

- A. It is important to note that the intent of this chapter is as stated in 13.84.010 ~~to effectively regulate lighting~~, and it is not the intent of this section to limit creative lighting solutions. Creative approaches to lighting are encouraged as viable alternatives to these standards and guidelines are proposed. The CED Director may approved substituted alternatives if the alternatives are found to meet the intent of this chapter and do not otherwise violate this chapter.

13.84.120 APPEAL PROCEDURE

- A. The applicant, property owner or any person aggrieved by a final decision, determination, or requirement imposed regarding this chapter may appeal according to the provisions set forth in 13.09

13.84.130 ADMINISTRATION AND ENFORCEMENT

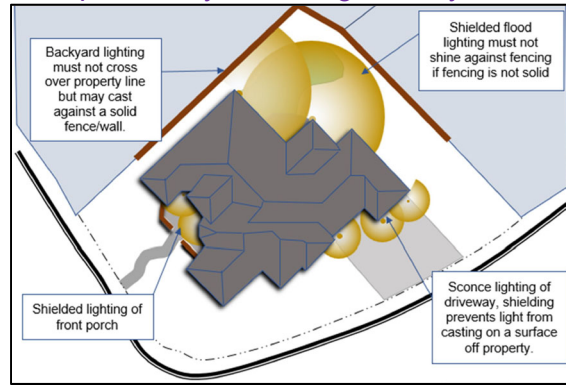
- A. The provisions of this chapter shall only apply as effective from the date they were adopted and not retroactively.
- B. Outdoor lighting that conformed with city of Holladay ordinances prior to the adoption of a provision of this chapter shall be treated similarly to a legal nonconforming use that can be maintained or replaced in like-for-like features but not expanded.
- C. Violations deemed public nuisances. Where applicable, enforcement of all the provisions of this chapter is authorized by the community and economic development ~~d~~Director. Violations shall be enforced as public nuisances.
- D. Nothing in these regulations shall prevent filing an action for relief from light trespass or glare as a nuisance, or from other relief under any laws which may currently exist.
- E. Suspension, Revocation, or Modifications to the Lighting Plan. The community and economic development director may suspend, revoke, or require modification of any lighting plan that is found to be not in compliance with this chapter or that is causing nuisance conditions.
- F. Failure to enforce shall not legalize any violations of this provisions within this chapter.

13.84.140 EFFECTIVE DATE

- A. *To be determined (codification date)*

13.84.150 FIGURES

Figure 84.1
Preventing Light Trespass:
example site layout of single-family home



example site layout of commercial property

Figure 84.2
Area Flood / Security lighting

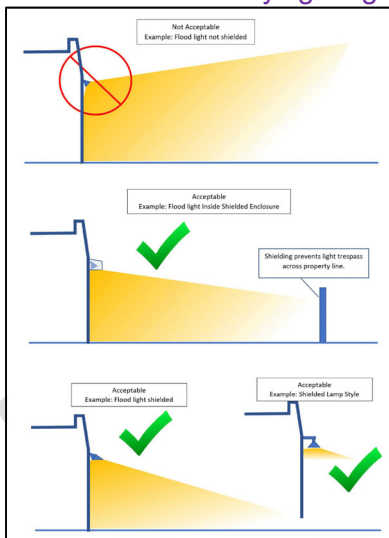
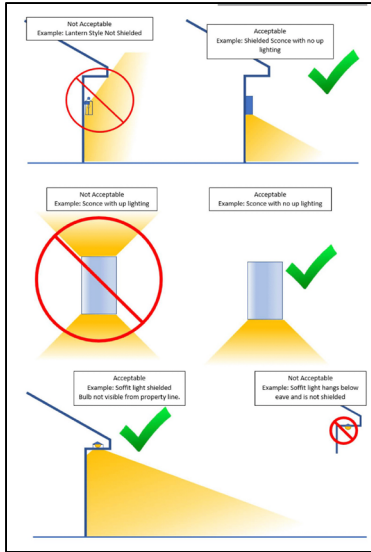


Figure 84.3
Examples of wall lighting





City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: July 17th 2025

SUBJECT: Partial Vacation of Public Right of Way – Arbor Lane (5000 South)

SUBMITTED BY: Jonathan Teerlink, CED Director

ACTION:

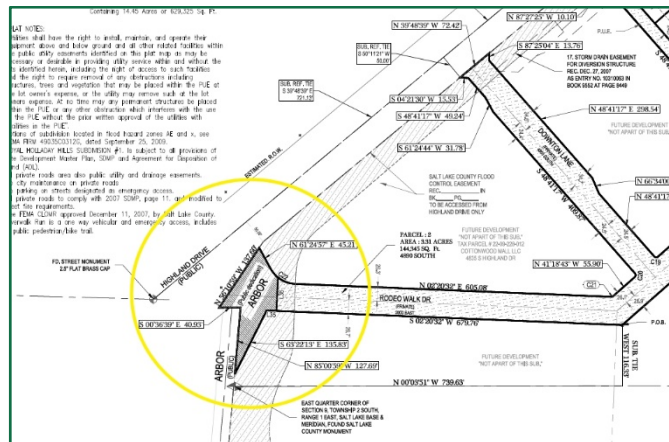
Legislative. In accordance with Holladay Ordinance §14.48, §13.10a.150 and Utah Code §10.-9a-609.5

SUMMARY:

At any given time, a public right of way may be altered, vacated or closed by the legislative body. An application must be considered to determine good cause and be in the public interest. Arbor Lane has undergone improvements within the last 5 years that altered the alignment of the public right of way and a request to vacate 3,891 square feet of the lane is brought to the city council for consideration.

BACKGROUND:

During review and approval of the Royal Holladay Hills Subdivision (RHH project), a requirement of RHH project area was to redesign the southern entrance to the site. This new reconstruction addressed left turn movements and, consequently, realigned Arbor Lane at approximately 5000 South. This new configuration was accommodated by a dedication of RHH project area via subdivision plat (Royal Holladay Hills, Phase 1, 2019).



At that time, staff recognized that the abandoned area left over from shifting the road to the north would require a realignment to southern boundary of public right of way. The decision to wait until redevelopment was proposed at the adjacent property, south of Arbor, was made in order to better facilitate the process with a new property owner, that time has presented itself.





City of Holladay HOLLADAY CITY COUNCIL

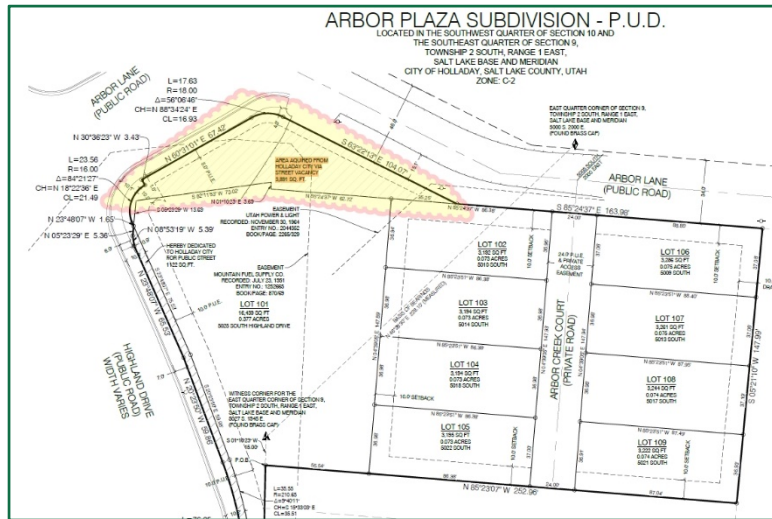


Arbor Lane, 2001



Arbor Lane, 2024

During redevelopment approvals of the Arbor Plaza Mixed-Use PUD (AKA, Emigration Brewery) the Planning Commission approved a redevelopment plan for the entire 1.16 acres. The approval included requirements to enhance public improvements for Arbor Ln. (Sidewalk, curb and gutter and street trees). The motion to approved the site plan included a recommendation to the council to also approve a vacation of the old, unused portion of Arbor Lane and dedicate the described area (net the public improvements and utility easements) to the abutting property for the use of landscaping and parking.



STAFF ANALYSIS

At this location, Arbor lane has been reconstructed with improvements that enhance traffic safety and address RHH project redevelopment concerns of the both the public and city council. When the realignment took place, approximately 3,891 sq ft of right of way was effectively abandoned. It is not foreseen that the City would have need of the unused portion, as the realignment addressed traffic and utility access requirements and the vacation does not impair; right of way easement to any parcel or lot owner, or access to any utility (culinary, sewer or gas).

RECOMMENDATION:

Staff recommends to hold the public hearing and to continue the item to a work session.





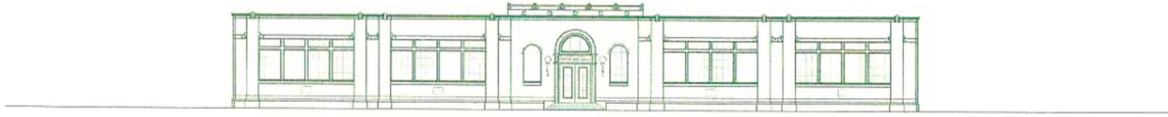
City of Holladay
HOLLADAY CITY COUNCIL

STANDARDS for CONSIDERATION, FOR or AGAINST:

The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that: Utah Code 10-9a-609

- (a) good cause exists for the vacation; and*
 - (b) neither the public interest nor any person will be materially injured by the vacation.*
- (5) If the legislative body adopts an ordinance vacating some or all of a public street or municipal utility easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:*
- (a) a plat reflecting the vacation; or*
 - (b) (i) an ordinance described in Subsection [\(4\)](#); and*
 - (ii) a legal description of the public street to be vacated.*
- (6) The action of the legislative body vacating some or all of a public street or municipal utility easement that has been dedicated to public use:*
- (a) operates to the extent to which it is vacated, upon the effective date of the recorded plat or ordinance, as a revocation of the acceptance of and the relinquishment of the municipality's fee in the vacated public street or municipal utility easement; and*
 - (b) may not be construed to impair:*
 - (i) any right-of-way or easement of any parcel or lot owner;*
 - (ii) the rights of any public utility; or*
 - (iii) the rights of a culinary water authority or sanitary sewer authority.*
- (7) (a) A municipality may submit a petition, in accordance with Subsection [\(2\)](#), and initiate and complete a process to vacate some or all of a public street.*
- (b) If a municipality submits a petition and initiates a process under Subsection [\(7\)\(a\)](#):*
 - (i) the legislative body shall hold a public hearing;*
 - (ii) the petition and process may not apply to or affect a public utility easement, except to the extent:*
 - (A) the easement is not a protected utility easement as defined in Section [54-3-27](#);*
 - (B) the easement is included within the public street; and*
 - (C) the notice to vacate the public street also contains a notice to vacate the easement; and*
 - (iii) a recorded ordinance to vacate a public street has the same legal effect as vacating a public street through a recorded plat or amended plat.*
- (8) A legislative body may not approve a petition to vacate a public street under this section unless the vacation identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the public street.*





City of Holladay
HOLLADAY CITY COUNCIL

ATTACHMENTS:

Partial vacation of area via plat.

FISCAL IMPACT:

none

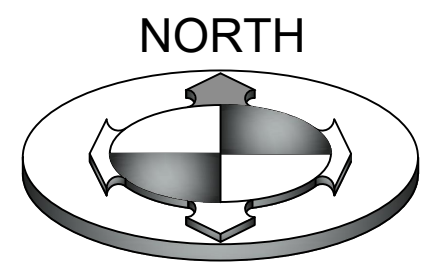
SUGGESTED MOTION:

Continue to Work session

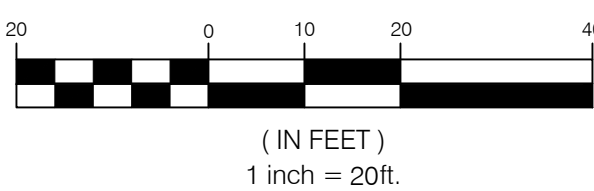


ARBOR PLAZA SUBDIVISION - P.U.D.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
CITY OF HOLLADAY, SALT LAKE COUNTY, UTAH
ZONE: C-2



GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, DALE K. BENNETT DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 103381, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS ARBOR PLAZA SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 01°10'23" WEST 15.00 FEET ALONG THE MONUMENT LINE FROM THE WITNESS CORNER FOR THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2, SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°10'23" WEST 106.15 FEET ALONG THE MONUMENT LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) NORTH 13°16'07" WEST 33.90 FEET; 2) NORTHWESTERLY 76.25 FEET ALONG THE ARC OF A NON-TANGENT ARC TO THE LEFT, CHORD BEARS NORTH 09°48'51" WEST 75.82 FEET; 3) NORTH 20°23'50" WEST 59.86 FEET; 4) NORTH 23°48'07" WEST 65.53 FEET; THENCE NORTH 08°53'19" WEST 5.39 FEET; THENCE NORTH 05°23'29" EAST 5.36 FEET; THENCE NORTH 23°48'07" WEST 1.65 FEET TO A POINT ON A 16.00' RADIUS CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG SAID CURVE 23.56 FEET THROUGH CENTRAL ANGLE OF 84°21'27" (CHORD BEARS NORTH 18°22'36" EAST 21.49 FEET); THENCE NORTH 30°36'23" WEST 3.43 FEET; THENCE NORTH 60°31'01" EAST 67.42 FEET TO A POINT ON A 18.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG SAID CURVE 17.63 FEET THROUGH A CENTRAL ANGLE OF 56°06'46" (CHORD BEARS NORTH 88°34'24" EAST 16.93 FEET); THENCE SOUTH 63°22'13" EAST 104.07 FEET; THENCE SOUTH 85°24'37" EAST 163.98 FEET; THENCE SOUTH 05°21'10" WEST 147.99 FEET TO THE NORTHEAST CORNER OF COTTONWOOD COVE CONDOMINIUMS OF HOLLADAY PHASE 4 ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 85°23'07" WEST 252.96 FEET ALONG SAID NORTHERLY LINE, TO THE POINT OF BEGINNING.

CONTAINS: 50,791 SQ FT OR 1.166 ACRES, MORE OR LESS
5 LOTS



FOR REVIEW
ONLY

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO 5 LOTS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

ARBOR PLAZA SUBDIVISION - P.U.D.

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER(S) HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY ANY OTHER EASEMENT AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON.
THIS _____ DAY OF _____, A.D. 20____.

ORANGE PROPERTIES, LLC CITY OF HOLLADAY ET AL

SIGNATURE

SIGNATURE

(PRINT NAME):

(PRINT NAME):

TITLE:

TITLE:

LLC ACKNOWLEDGMENT

ON THE _____ DAY OF _____, A.D. 2025, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND SAID COUNTY OF _____ IN SAID STATE OF UTAH, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND IS THE _____ OF ORANGE PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY AND WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE SIGNED THE ABOVE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED FOR AND BEHALF OF ORANGE PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: _____ (DATE) COMMISSION NUMBER: _____

NOTARY PUBLIC
COMMISSIONED IN UTAH

ARBOR PLAZA SUBDIVISION - P.U.D.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10 AND THE
SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
CITY OF HOLLADAY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

CITY NOTES:
1) UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED OF THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICE WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MIGHT BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNERS EXPENSE, OR THE UTILITY MAY REMOVE SUCH AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
2) AS PER PANNED UNIT DEVELOPMENT APPROVED BY THE CITY OF HOLLADAY PLANNING COMMISSION #PZ 23-2-03.
3) SITE SUBJECT TO STORM WATER MANAGEMENT AGREEMENT SEE FILE 23-2-03.
4) NO CITY MANTANCE ON PRIVATE ACCESS EASEMENT.

DEVELOPER: ORANGE PROPERTIES, LLC
CONTACT: BRET LAUGHLIN
PHONE: 801-244-7161
EMAIL: BRETLEAUGHLIN-CAPITAL.COM

LEGEND

- SECTION CORNER (FOUND)
- STREET MONUMENT (FOUND)
- WITNESS CORNER (FOUND)
- BOUNDARY CORNER (SET 1/2" x 24" REBAR AND CAP OR NAIL & WASHER STAMPED 'BENCHMARK ENG.')
- MONUMENT LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- FIRE HYDRANT
- UTILITY POLE

UNIFIED FIRE DEPARTMENT

APPROVED THIS _____ DAY
OF _____, A.D. 20____

RECORD OF SURVEY

R.O.S. NO. S2021-10-0663

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS _____ BY _____

(SIGNATURE)

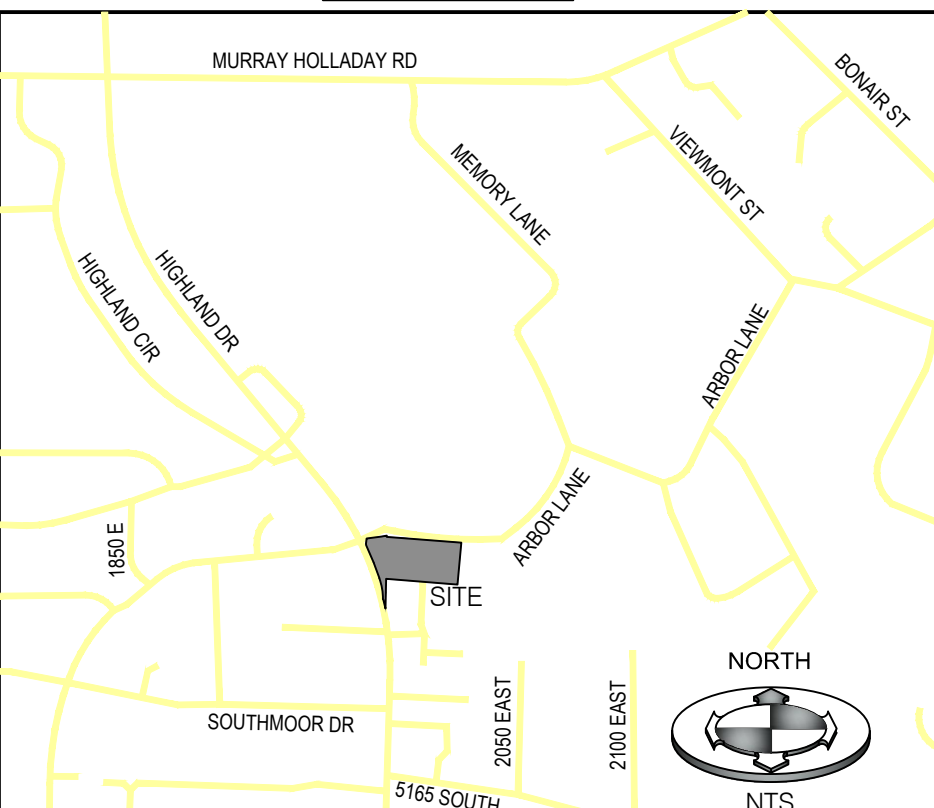
NOTARY PUBLIC NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

VICINITY MAP



BENCHMARK
ENGINEERING &
LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

PLANNING COMMISSION

APPROVED THIS _____ DAY
OF _____, A.D. 20____

PLANNING COMMISSION CHAIR

HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF
_____, A.D. 20____

SALT LAKE COUNTY HEALTH DEPARTMENT

CITY OF HOLLADAY ENGINEER

APPROVED THIS _____ DAY
OF _____, A.D. 20____

CITY OF HOLLADAY ENGINEER

COMMUNITY ECONOMIC DEVELOPMENT

APPROVED THIS _____ DAY
OF _____, A.D. 20____

COMMUNITY ECONOMIC DEVELOPMENT DIRECTOR

CITY OF HOLLADAY

APPROVED AND ACCEPTED THIS _____ DAY
OF _____, A.D. 20____

ATTEST: _____ RECORDER _____ CITY MANAGER _____

CITY ATTORNEY

APPROVED THIS _____ DAY
OF _____, A.D., 20____

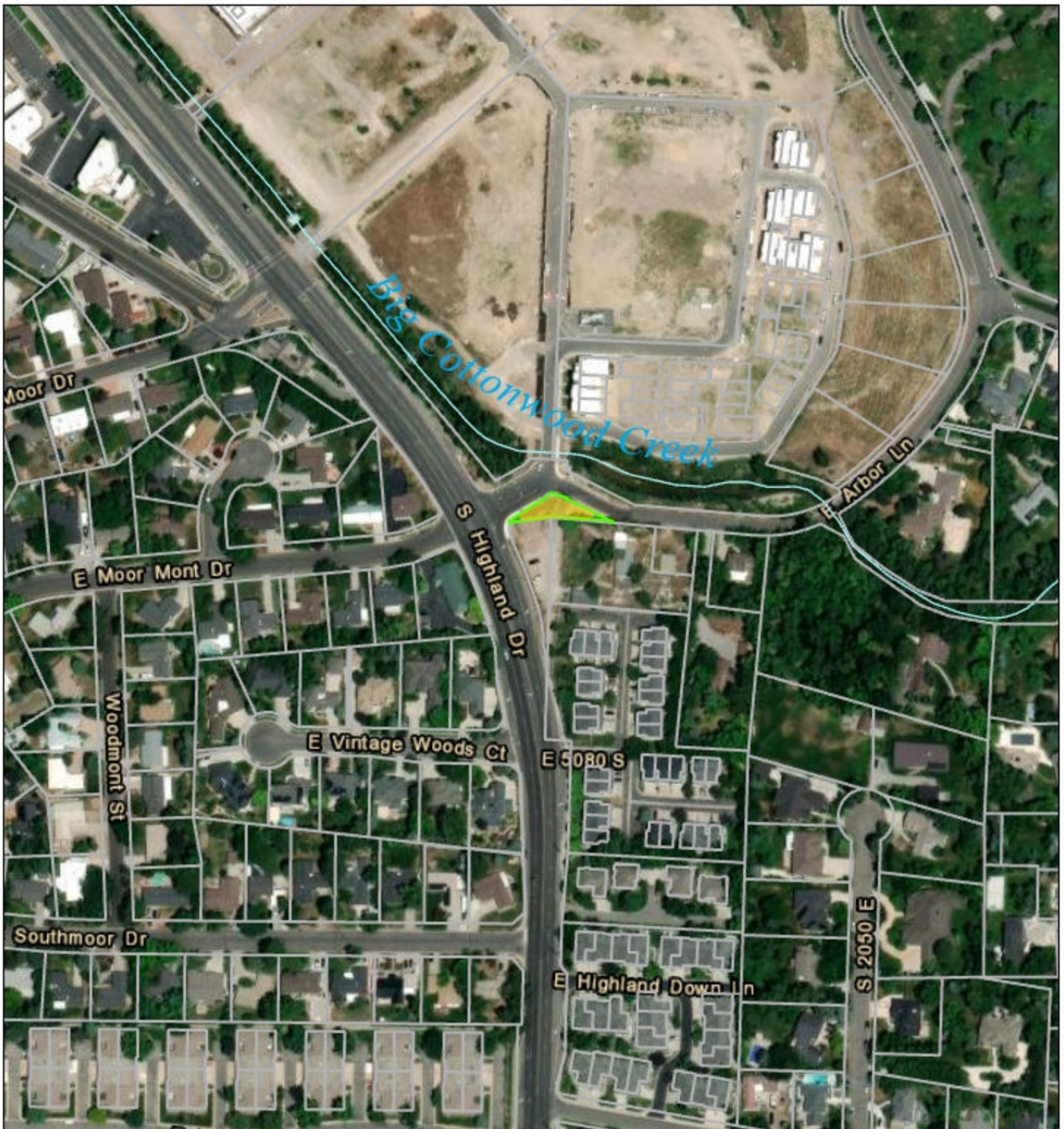
CITY OF HOLLADAY ATTORNEY

SALT LAKE COUNTY RECORDER

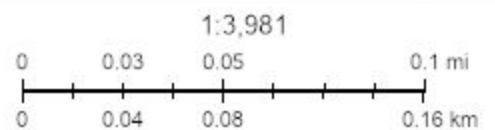
RECORDER NO. _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST
OF _____ DATE _____
TIME _____ BOOK _____ PAGE _____

FEE \$ _____ DEPUTY SALT LAKE COUNTY RECORDER

Arbor Partial Vacation



June 11, 2025



Murray City GIS, County of Salt Lake, Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Esri, HERE, IPC, Maxar

This map was created by the office of the Salt Lake County Assessor. The information depicted here is to be taken as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field survey of, nor establish

CITY OF HOLLADAY

RESOLUTION NO. 2025-13

**A RESOLUTION APPROVING ENTRY INTO THE
CENTRAL WASATCH COMMISSION INTERLOCAL AGREEMENT**

WHEREAS, the Central Wasatch Commission (the “*CWC*”) is an interlocal entity that was formed effective 29 June 2017 pursuant to the “Central Wasatch Commission Interlocal Agreement” (the “*ILA*”), as amended (the “*Amendment*”) pursuant to Resolution 2020-14 of the CWC’s governing body (the “*Board*”) and subsequent approval of the legislative bodies of the CWC’s members; and

WHEREAS, a copy of the ILA is attached hereto as Exhibit “A,” and a copy of the Amendment is attached hereto as Exhibit “B” (the ILA, as amended by the Amendment, is the “*ILA, as amended*”); and

WHEREAS, the CWC exists, *inter alia*, to recommend a suite of actions to be implemented, in coordination with and subject to local jurisdictional authority, to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving watershed and natural environments; and

WHEREAS, the ILA authorizes the admission of additional members (“*Additional Members*”) to the CWC following (a) approval by a majority of the CWC’s governing body (the “*Board*”); (b) approval by the legislative body of each of the CWC’s current Members; (c) approval of the ILA by the legislative body of the proposed Additional Member; and (d) execution and delivery of a counterpart of the ILA by the proposed Additional Member; and

WHEREAS, the City of Holladay (“*Holladay*”) has applied to become an Additional Member of the CWC (the “*Application*”); and

WHEREAS, the Application has been approved by majority vote of the Board and by the legislative body of each of the CWC’s current Members; and

WHEREAS, Holladay’s legislative body (the “*Council*”) met in regular session on Thursday, July 17, 2025 to consider, among other things, (a) approving Holladay’s admission as an Additional Member of the CWC; (b) approving Holladay’s entry into the ILA; and (c) authorizing Holladay’s mayor and recorder to execute and deliver to the CWC a counterpart of the ILA in the form attached as an exhibit to this resolution;

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of Holladay’s residents to act so;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves the City of Holladay’s admission as an Additional Member of the CWC. Additionally, the Interlocal Agreement, attached hereto and incorporated herein by reference, is approved by the City Council. The Mayor of the City of Holladay is hereby authorized to sign the Interlocal Agreement for and

in behalf of the City, and the City Recorder is authorized and directed to execute and deliver to the CWC a counterpart of the ILA in the form attached as an exhibit to this resolution.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this ____ day of July, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____
Paul Fotheringham	Yea	Nay ____
Drew Quinn	Yea	Nay ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of July, 2025.

RECORDED this ____ day of July, 2025.

EXHIBIT “A” TO RESOLUTION No. _____

(Attach copy of ILA)

EXHIBIT “B” TO RESOLUTION No. _____

(Attach copy of Amendment)

EXHIBIT “C” TO RESOLUTION No. _____

(Attach copy of Signature Page)

ARTICLE V
ORGANIZATION

A. Members. The Commission is comprised of the Members that are signatory to this Agreement which include, as of 6 April 2020 (the effective date of the first amendment to this Agreement), Town of Alta, city of Cottonwood Heights, City of Millcreek, Park City, Salt Lake City, Salt Lake County, Sandy City, and Summit County. Additional Members (“Additional Members”) may be added to the Commission pursuant to the following minimum criteria and process:

(1) Minimum Criteria. The minimum criteria for membership in the CWC are as follows:

(a) Each Additional Member shall be a governmental entity located in Salt Lake County or Summit County, Utah; and

(b) Each Additional Member shall have a common border with the boundary of the Commission specified in this Agreement or have legal jurisdiction within such boundary; and

(c) Except for Salt Lake County, which may have two Commissioners as specified below, no Member shall have more than one Commissioner representing it on the Board.

(2) Process. The process for adding Additional Members to the Commission is as follows:

(a) Upon receipt of a written application from the governing body of a proposed new Additional Member which complies with the minimum criteria specified in Article V.A.(1) (the “*Minimum Criteria*”), the Board may consider such application in public meetings occurring over such timeframe as the Board, in its sole discretion, may deem reasonable and appropriate under the circumstances.

(b) The Board’s consideration of the application of such proposed new Additional Member shall be based on the the Minimum Criteria and such additional criteria as the Board, in its sole discretion, may deem reasonable and appropriate under the circumstances.

(c) Following such consideration, the Board shall vote whether to offer Commission membership to the proposed new Additional Member. If a majority of the Board does not affirmatively vote to offer Commission membership to the proposed new Additional Member, then the proposed new Additional Member’s application for membership shall be deemed denied and that proposed new Additional Member shall be barred from re-applying for membership for a period of one year after such denial.

(d) If a majority of the Board affirmatively votes to offer Commission membership to the proposed new Additional Member, then the proposed new Additional Member’s application for membership shall be deemed provisionally approved, subject to:

(i) Approval of the proposed new Additional Member by the legislative body of each of the Members; and

(ii) Approval of this Agreement, as previously amended and/or restated, by resolution of the governing body of the proposed new Additional Member; and

(iii) The proposed new Additional Member's execution and delivery to the Board of a counterpart of the then-current version of this Agreement.

B. Board.

(1) Member Commissioners.

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

(b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.

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

(2) Ex Officio Commissioners. *Ex officio* Commissioners ("*Ex Officio Commissioners*") representing non-Member governmental entities with specialized expertise may be appointed by Board resolution to provide input pertinent to the CWC's goals or objectives. To that end, an Ex Officio Commissioner may participate in Board discussions but, as provided below, may not vote on any Commission matters.

(a) No more than four Ex Officio Commissioners may serve at any time.

(b) The term of service of an Ex Officio Commissioner shall be the lesser of one year or as specified in the appointing resolution; provided that an Ex Officio Commissioner may be freely re-appointed by Board resolution from time to time.

(c) An Ex Officio Commissioner may be removed at any time upon majority vote of all of the Member Commissioners then serving on the Board.

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

(4) Open Meetings Act. Board meetings are subject to the Utah Open and Public Meetings Act, UTAH CODE ANN. 52-4-101 et seq. (the "Open Meetings Act"). An Ex Officio

Commissioner's presence in or absence from a meeting of the Board or any other CWC public body shall not contribute—for or against—to the existence of a quorum of the Board or such body under any applicable law.

C. Officers. Bi-annually, the Commissioners shall elect from among the Member Commissioners a Chair, a Co-Chair, a Secretary and a Treasurer.

D. Voting.

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

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

(3) Ex Officio Commissioners may not vote on any Commission matters.

CENTRAL WASATCH COMMISSION
INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid and binding agreement of each of the Members and to cause the Commission to be duly constituted

and created as a separate legal entity and political subdivision of the State have been observed and taken:

NOW, THEREFORE, the Members agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

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

ARTICLE II

EFFECTIVE DATE AND TERM

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

ARTICLE III

CREATION OF THE COMMISSION

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

ARTICLE IV

DEFINITIONS

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

- A. "Accord" means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.
- C. "Board" means the governing body of the Commission.
- D. "Commission" means the Central Wasatch Commission Interlocal entity formed by this Agreement.
- E. "Commissioner" means a member of the Board.

- F. **"Member"** means a member of the Commission who is signatory to this Agreement.
- G. **"Member Commissioner"** means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.
- H. **"Mountain Accord"** means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.
- I. **"Appointed Commissioner"** means a Commissioner appointed pursuant to the process provided in Article V. B. (2) who does not represent a specific Member.
- J. **"Project Study Area"** means the geographical study area of focus of the Commission, which is the area commonly referred to as the Mountainous Planning District, and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area".)
- K. **"Mountain Accord Stakeholder Council" or "Council"** means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.
- L. **"Stakeholders"** are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

ARTICLE V

ORGANIZATION

- A. **Members.** The Commission is initially comprised of the Members that are signatory to this Agreement. Additional Members may be added to the Commission pursuant to the process provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.
- B. **Board.**
- (1) **Appointments of Member Commissioners.**
- (a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Member shall appoint an elected public official from their respective entity to serve as a Commissioner.
- (b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.

(2) Appointed Commissioners. Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board pursuant to the process provided in Article V.B.(3) as follows.

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

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

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

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

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

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

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

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

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

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

D. Voting.

(1) A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to Commission meetings for the purpose of gathering information for and expressing the viewpoint

of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.

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

ARTICLE VI OBJECTIVES AND POWERS

A. Commission Objectives.

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

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

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

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

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

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

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

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

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

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

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

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

B. Commission Powers. The Commission shall have all powers granted by this Agreement, which are as follows:

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

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

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

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

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

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

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

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

(9) To sue or be sued.

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

(11) To invest funds as permitted by law.

(12) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance

may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions. No bonds, notes or obligations of the Commission will be a debt of a Member without the approval of the legislative body of such Member. The legislative body of any Member that imposes a tax, fee, or other revenue stream that secures a bond issued by the Commission must approve the bond.

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

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

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

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

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

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

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

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

ARTICLE VII

THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

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

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

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

(3) Council members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after

their appointment so that every two years approximately half of the Council member slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

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

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

B. Objectives of the Council.

(1) The Council is advisory to the Board.

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

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

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

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

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

(7) Council members agree to:

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

(b) Share information.

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

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

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

ARTICLE VIII

FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.

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

B. Voluntary Appropriations by the Members.

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

C. Insurance.

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

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

ARTICLE IX

WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Withdrawal.

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

(2) Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal. Any withdrawn Member

shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.

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

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

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

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

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

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

ARTICLE XI

DISPUTE RESOLUTION

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

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

(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable

mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

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

ARTICLE XII

MISCELLANEOUS

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

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

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

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

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

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

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

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

(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

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

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

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

I. Representation and Warranties.

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

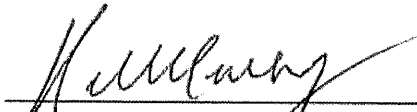
(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely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

DATED effective the date first-above written.

[Signature pages follow]

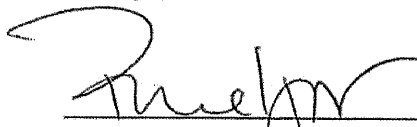
Signed this 9th day of May 2017.

COTTONWOOD HEIGHTS



Kelvin H. Cullimore, Jr., Mayor


ATTEST:



Paula Melgar, Recorder



Approved as to Form:



Wm. Shane Topham, City Attorney

Signed this 17th day of March, 2017.

SALT LAKE COUNTY

Elena Pittman
Its: Deputy Mayor

Approved as to Legal Form

Zach Shaw Zach Shaw
3-3-17

Signed this 30th day of May, 2016. 7.

SALT LAKE CITY

Jackie Biskupski
Its: Mayor

Approved as to Form

ER Vetter
Rusty Vetter
5/22/17

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

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

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

O. Blair

Signed this 19th day of May, 2017.

SANDY CITY



Tom Dolan
Its: Mayor

attest: Molly Spurr
City Recorder

Approved as to Legal Form

AKW 4.26.17



EXHIBIT A
THE ACCORD, JULY 13, 2015



THE ACCORD

July 13, 2015

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

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

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

RECITALS

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

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

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

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

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah's tourism industry;



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

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

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

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

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

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

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

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

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

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and



WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

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

AGREEMENT

1. PURPOSE OF ACCORD

- 1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties ('the signers of the Accord'). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.
- 1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.
- 1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.
- 1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.
- 1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.7. Specifically, the signers of the Accord seek:
 - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
 - 1.7.2. A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.
 - 1.7.3. A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports



land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch.

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

2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

- 2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.
- 2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.
- 2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.
- 2.4. Clustered Nodes**
 - 2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
 - 2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).
 - 2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.
 - 2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
 - thoughtfully designed to complement the natural setting and maintain open spaces,
 - compatible with the communities as defined in local land-use plans and ordinances, and
 - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.
 - 2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other



interested parties.

- 2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.
- 2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.
- 2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

3. AGREED-UPON ACTIONS

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

3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

- 3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.
- 3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.
- 3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these



actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Lands transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

3.3. LAND EXCHANGE

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

3.4. ALTA LAND EXCHANGE

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



the ski area.

- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S Forest Service is conditioned upon:
 - Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
 - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
 - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
 - widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
 - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
 - no future ski resort expansion as defined in Section 3.2.2, and
 - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
 - Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business



operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

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

- 3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.
- 3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.
- 3.4.10. Transit improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:
- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
 - Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
 - Salt Lake City completion of legal reviews.

3.5. SNOWBIRD LAND EXCHANGE

- 3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The



signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:

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

3.6. SOLITUDE LAND EXCHANGE

- 3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.
- 3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.
- 3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.
- 3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.
- 3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.
- 3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment



assuming all permits and environmental/water quality protections would be in place.

- 3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.
- 3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

3.7. BRIGHTON LAND EXCHANGE

- 3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.
- 3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.
- 3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.
- 3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

3.8. LAND ACQUISITION PROGRAM

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

3.9. TRANSPORTATION

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

3.10. COTTONWOOD CANYONS

- 3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.
- 3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.
- 3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons.
- 3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.
- 3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:
- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
 - improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
 - a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
 - options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
 - public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.
- 3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.
- 3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives



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

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

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

3.11. BIG COTTONWOOD TO PARK CITY

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

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

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

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

3.12. PARLEY'S CORRIDOR

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

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



proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

- 3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.
- 3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

3.13. MILLCREEK CANYON

- 3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.
- 3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

3.14. TRAILS AND CYCLING

- 3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.
- 3.14.2. The trail plan will:
 - build on the Trails Implementation Plan developed by Trails Utah;
 - be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
 - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
 - consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.
- 3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).
- 3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.
- 3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail.



3.15. NEPA PROCESS FOR COTTONWOOD CANYONS

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

3.17. GOVERNANCE AND FUNDING

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and



communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

- 3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.
- 3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.
- 3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

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

**ATTACHMENTS**

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

INCORPORATED BY REFERENCE

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

SIGNATURES

Cities/Counties

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

Local Districts/MPOs

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

State Government

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

State Legislators

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

Private Entities

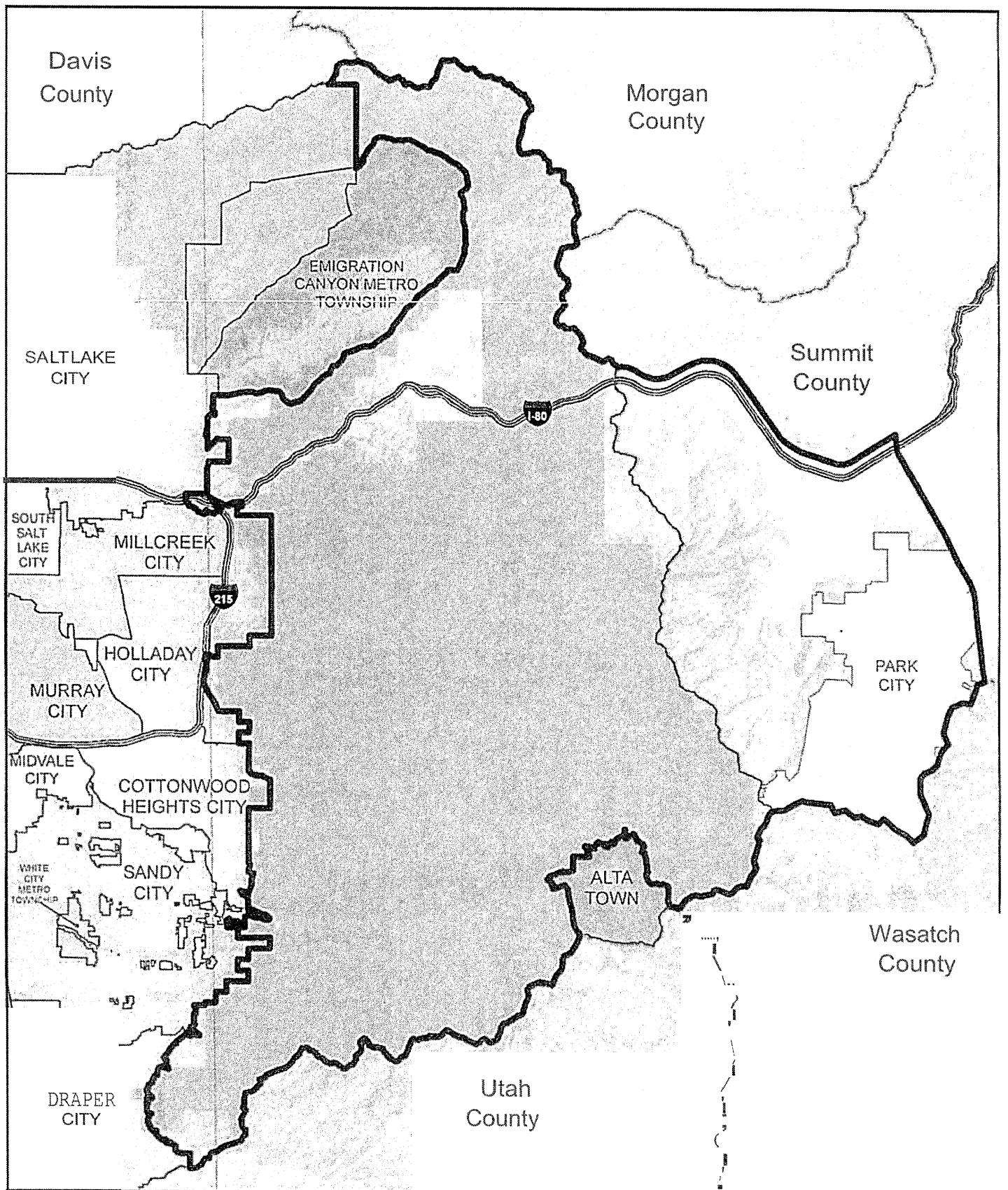
Lane Beattie, Salt Lake Chamber of Commerce
 Joan DeGiorgio, The Nature Conservancy
 Justin Jones, Salt Lake Chamber of Commerce
 Carl Fisher, Save Our Canyons
 Peter Metcalf, Outdoor Industry Association
 Nathan Rafferty, Ski Utah

Ski Areas

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

Additional Signatories

EXHIBIT B
PROJECT AREA MAP



.....Proposed CWCPSA
Boundary

 National Forest Service

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Proposed Central Wasatch Commission Project Study Area

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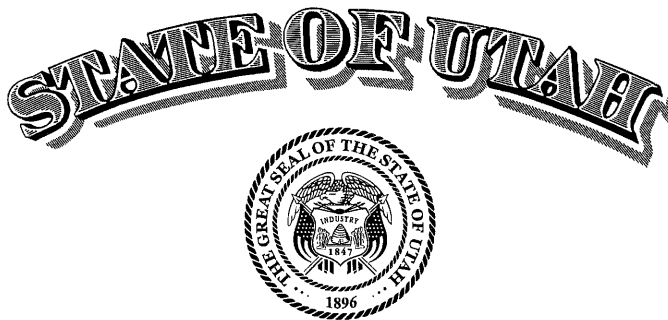
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This information is provided for informational purposes only. It is not intended to be used for any other purpose. The information is provided for informational purposes only. It is not intended to be used for any other purpose.

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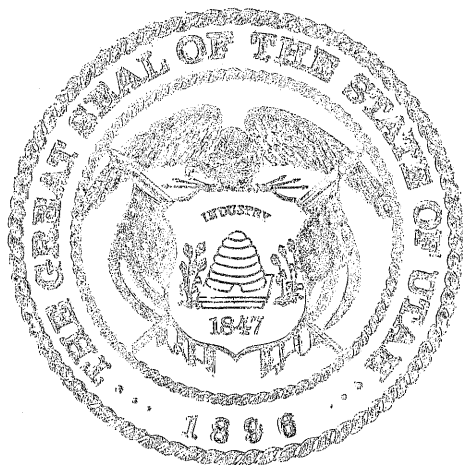
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

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

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

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



SPENCER J. COX
Lieutenant Governor

CITY OF HOLLADAY

RESOLUTION NO. 2025-14

A RESOLUTION APPOINTING COUNCILMEMBER EMILY GREY AS A MEMBER OF
THE CENTRAL WASATCH COMMISSION BOARD

WHEREAS, the Central Wasatch Commission (the “CWC”) is an interlocal entity that was formed effective 29 June 2017 pursuant to the “Central Wasatch Commission Interlocal Agreement” (the “ILA”), as amended (the “Amendment”) pursuant to Resolution 2020-14 of the CWC’s governing body (the “Board”) and subsequent approval of the legislative bodies of the CWC’s members; and

WHEREAS, the City of Holladay has recently become an additional member of the CWC, and has the ability to appoint a member to the Board; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of Holladay’s residents to appoint Councilmember Emily Gray as a member of the CWC Board to represent the interests of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Appointment. The City Council of the City of Holladay hereby appoints Councilmember Emily Gray as a member of the CWC Board to represent the interests of the City of Holladay.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this ____ day of July, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____
Paul Fotheringham	Yea	Nay ____
Drew Quinn	Yea	Nay ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____



1



Parks overview

Our department maintains and upkeeps the parks and irrigation systems within the city. Combined we have over 120 irrigation stations that water our:

- 5 main parks
- Street trees
- Park strips
- Traffic islands

2

How are We Conserving Water?

We have taken a bottom-up approach to find where we can make improvements in our irrigation systems.

Sprinkler Head Modifications

Irrigation Controller Adjustments

Soil Conditioning Treatments and Maintenance

Annual System Inspections

3

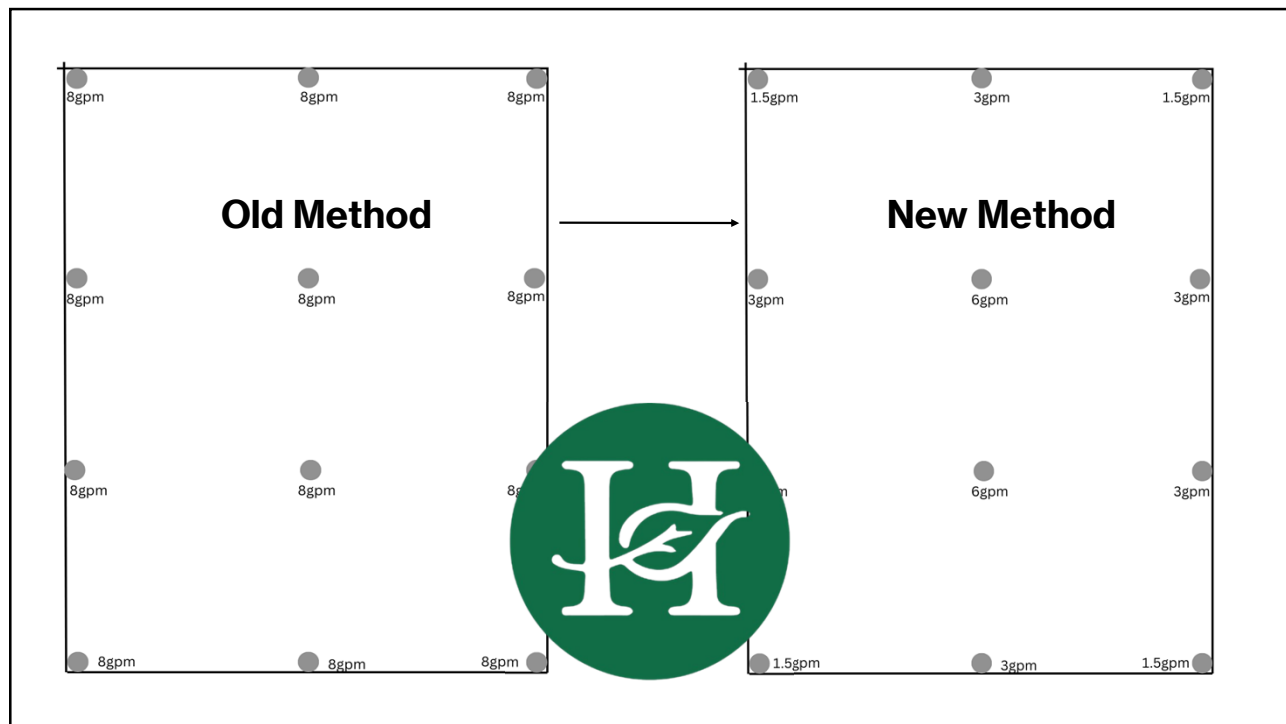
Sprinkler Heads

We went through each station and looked at all the heads to make efficiency corrections. This included:

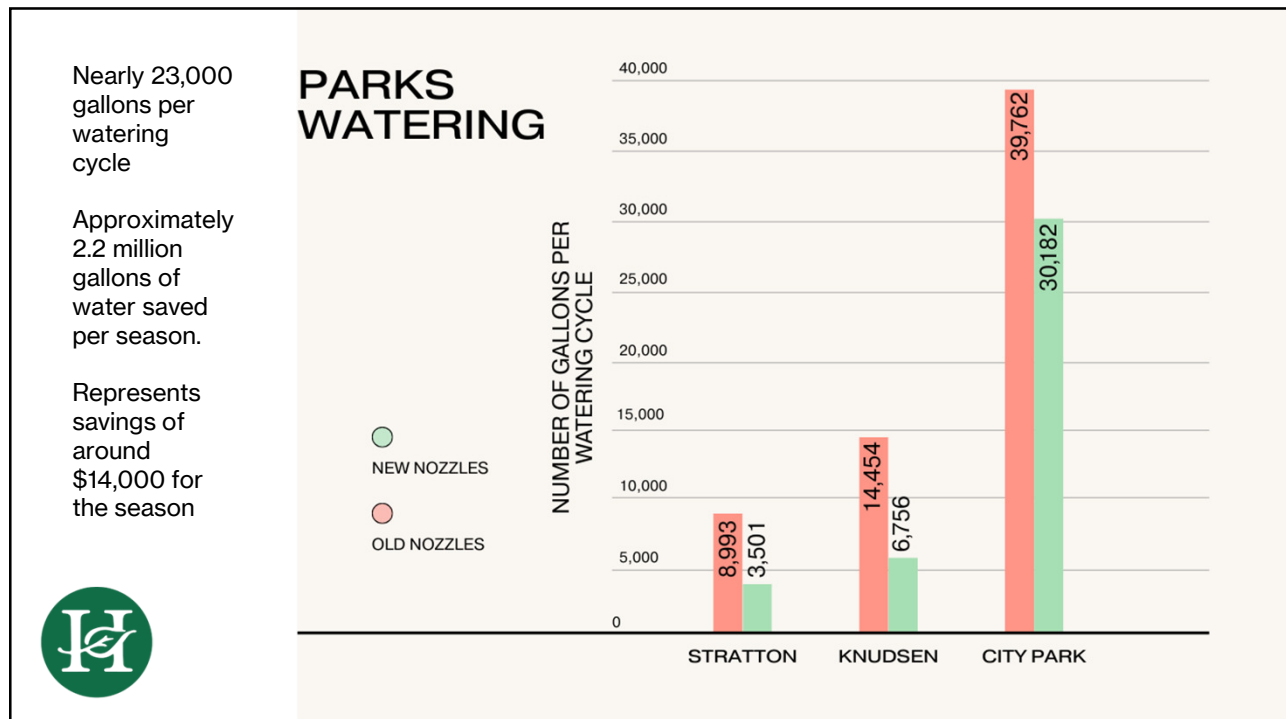
- Corrections of sunken, broken, tilted, or otherwise faulty heads
- Nozzle changes.



4



5



6

Controllers

Weather sensors

- Stop irrigation from happening when too much precipitation happens or if the temperature gets to low to allow watering

New controllers

- Better technology allows us to have more control and understanding of how our park is being irrigated



7

Scheduling

New schedules

- Cycle and Soak method allows for better absorption of water by reducing runoff and giving more time for the water to penetrate dry dirt

Seasonal adjustments

- Spring and Fall adjustments reduce watering duration for conservation when evapotranspiration is lower



8

WATERCHECK

This year we signed up for USU Extension's free water check. They will come out to City Park and Knudsen Park and measure our water use. Their insights on where changes can be made and where water might be wasted will add to our knowledge and impact our methods.



9

Soil Conditioning

- Humates
 - Optimize the uptake of nutrients and water
 - Regulate the pH-value of the soil
 - Increase root growth, respiration and formation, better enabling uptake of nutrients
 - Enhance plant's resistance against stress
 - Increases rate of development in root systems
- Pelletized gypsum
 - Breaks down compacted soil
 - allows for deeper root growth and better nutrient access.
 - Improves drainage, and even moisture distribution
 - Creates a balanced environment for healthier grass growth.



10

Regular maintenance

- Soil moisture readings are taken each week after we mow, allowing for a better understanding of what our water is doing.
- We run through each controller after mowing to proactively find breaks or problems in our systems.
- Call outs for breaks come in throughout the season and we address problems in a timely manner



11

Annual care

- Each spring and fall as the water is turned on and off for the season, we check each station and document or fix breaks that may have gone unseen.



12



1



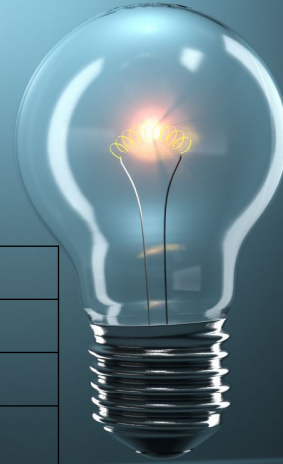
2

LED Conversion

We Have Converted:

- 1500 Christmas Lights
- 375 Florescent Lights

Metric	Value
Total Energy Saved	21,532.5 kWh/year
Total Cost Savings	\$2,584/year
CO₂ Emissions Reduction	8.99 metric tons/year
Equivalent To	Removing 2 cars from the road



3

Two-Stroke Conversion

Equipment	Units	Months/Year	Hours/Month	Total Hours/6yrs
Weed Whackers	4	8	80	15,360
Blowers	4	8	80	15,360
Trimmers	2	8	80	7,680
Edgers	2	8	80	7,680
Chain Saws	3	12	25	5,400
Pole Saws	1	8	30	1,440
Pole Trimmer	1	12	30	2,160
Total				55,080 Hours

4

Two-Stroke Conversion

 **Total Emissions Over 6 Years**

Pollutant	Emissions (kg)	Emissions (metric tons)
CO ₂ (Carbon Dioxide)	60,588 kg	60.59 metric tons
CO (Carbon Monoxide)	11,016 kg	11.02 metric tons
HC (Hydrocarbons)	440.64 kg	0.44 metric tons
NO _x (Nitrogen Oxides)	11.02 kg	0.011 metric tons
PM (Particulate Matter)	11.02 kg	0.011 metric tons

13.17 years of driving a typical gas-powered car.

OR

4,808 cars running in a single day.

5



Solar Energy

**By the end of July 2025
all battery powered Parks
Department equipment will be
completely removed from the
power grid.**

6



Holladay Public Health: Deepening Our Roots, Cultivating Our Potential

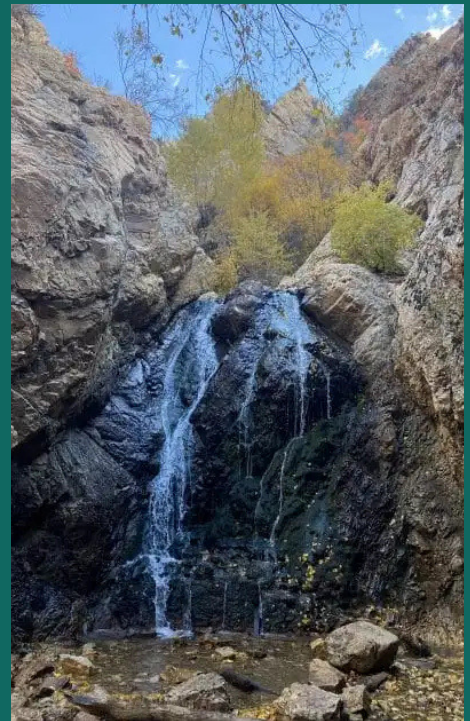
Program Update & Strategic Direction



1

Overview

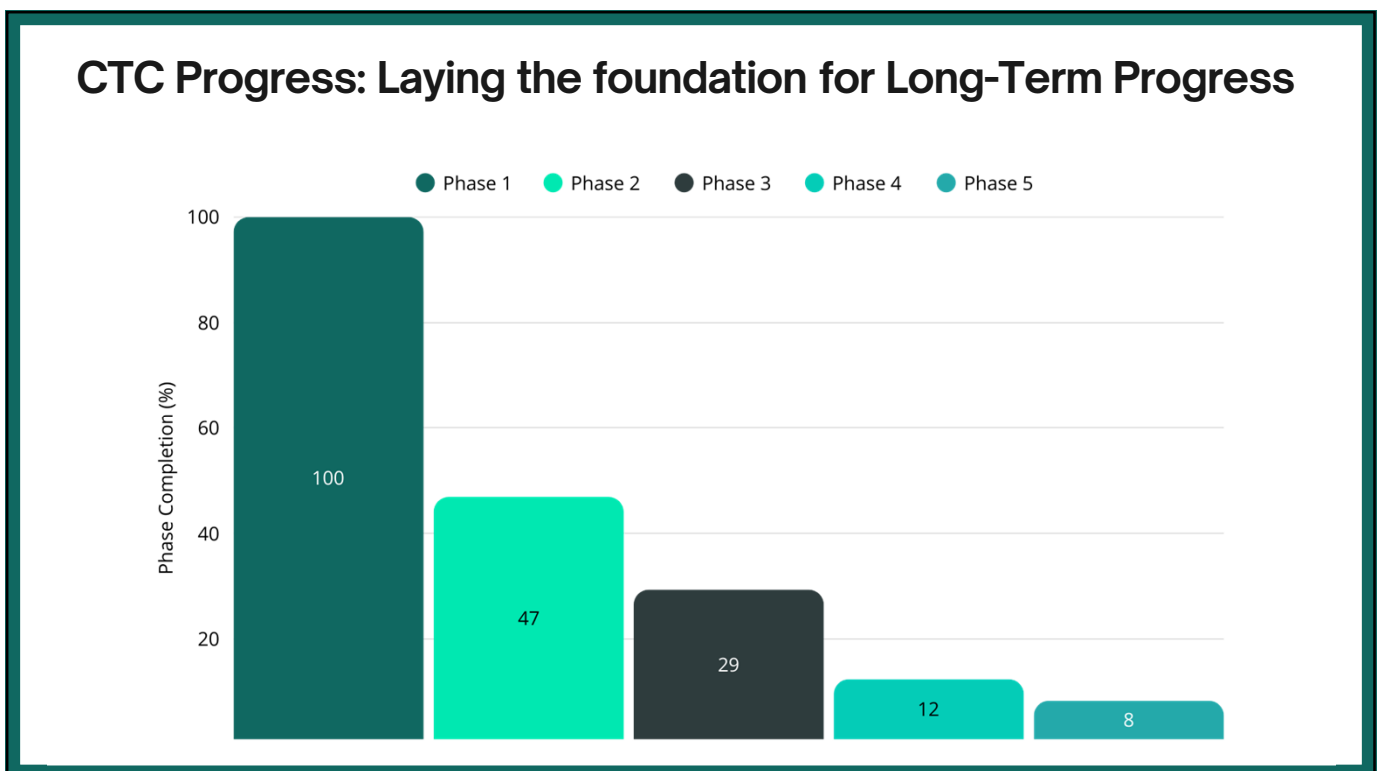
- Background & Framework
- CTC Implementation
- Youth & Family Programs
- Mental Health & Safety
- Alignment with Council Priorities
- FY2026 Strategic Plan
- Future Collaborations
- Questions



2



3



4

Supporting Youth: CTC's Social Development Strategy



He went out of his comfort zone and tried something new!!

5

Responding to Opportunities to Improve Community Health

Local data show that adults in our community experience higher rates of overdose deaths, suicide, and mental health struggles compared to the county overall. These insights drive our efforts to respond with timely, evidence-based programs and initiatives.



Mental Health Awareness

We piloted our first-ever Mental Health Awareness event, focusing on how to recognize and respond to distress in ourselves and others.



Harm Reduction Efforts

At community events, we distributed naloxone and offered QPR suicide prevention training to increase community readiness.



Community Engagement

Participation in events like a neighborhood Emergency Preparedness Fair and UPD's National Night Out fosters community involvement and trust.

6

Alignment with Council Priorities

Our past efforts and future plans align closely with City Council priorities, reflecting a shared vision and commitment to our community.

01



Safe Community

CTC, along with increased mental health awareness and harm reduction initiatives, helps reduce risks and strengthen protective factors in the community.

02



Great Place to Live

Intentional youth engagement, and community events are thoughtfully designed to promote well-being and positive social development.

03



Responsive Government

Cross-sector collaboration and data-driven planning help us respond efficiently and effectively to community needs and improve residents' quality of life.

7

Next Steps: Strategic Plan for FY2026

An Iterative, Community-Driven Strategy to Strengthen Programs, Partnerships, and Improve Health Outcomes



8

Explore Opportunities for Cross-Committee Collaboration



Youth Council

Collaborating with the youth council strengthens prevention by building protective factors and empowering youth to drive meaningful, lasting change.



Business Council

Collaborating with the business council boosts efficiency by targeting shared goals like workforce health, economic stability, and community well-being.



Tree Committee

Partnering with the Tree Committee advances shared goals by enhancing the numerous physical and mental health benefits of our canopy while managing potential allergy and asthma risks.



Historical Commission

Partnering with the Historical Commission fosters community identity, builds intergenerational awareness, and strengthens neighborhood attachment to support prevention goals.

9

Questions?

10