



# MOTION SHEET

CITY COUNCIL *of* SALT LAKE CITY

**TO:** City Council Members

**FROM:** Russell Weeks  
Senior Public Policy Analyst

**DATE:** August 26, 2015

**RE: INTERLOCAL AGREEMENT – MOUNTAIN ACCORD PHASE II PROGRAM AND FUNDING**

Council Sponsor: Council Member Erin Mendenhall

## MOTION 1

I move that the Council adopt the resolution authorizing the approval of an Interlocal Program and Funding Agreement for Mountain Accord Phase II as described in the agenda.

## MOTION 2

I move that the Council **not** adopt the resolution and consider the next item on the agenda.

## MOTION 3

I move that the Council adopt the resolution authorizing the approval of an Interlocal Program and Funding Agreement for Mountain Accord Phase II as described in the agenda with the following amendment(s):

(Council Members may propose amendments they deem appropriate.)





# COUNCIL STAFF REPORT

CITY COUNCIL of SALT LAKE CITY

**TO:** City Council Members

**FROM:** Russell Weeks  
Public Policy Analyst

**DATE:** August 27, 2015 at 1:52 PM

**RE: INTERLOCAL AGREEMENT – MOUNTAIN  
ACCORD PHASE II PROGRAM AND FUNDING**

**Council Sponsor:** Council Member Erin Mendenhall

## Item Schedule:

Briefing: July 21, 2015

Set Date:

Public Hearing:

Potential Action: September  
1, 2015

**[VIEW ADMINISTRATION'S PROPOSAL](#)**

## **ISSUE AT-A-GLANCE**

**[New information appears on Page 2.](#)**

**Goal of the briefing:** To discuss the potential Council adoption of a resolution that would move forward Phase II of the *Mountain Accord* and inform the City Council about Phase II.

- The proposed resolution would authorize Mayor Ralph Becker to sign an interlocal agreement among Salt Lake City and about a dozen other governments and agencies.
- The agreement would commit Salt Lake City to contribute \$200,000 a year for up to three years to a pool of funds that would be used to implement actions identified in the July 9, 2015, final version of the *Accord*.
- The *Accord* is intended to serve as a “formal recommendation and documented reference” for managing the Central Wasatch Range Ecosystem.<sup>1</sup> The *Accord's* stated main goal is to conserve and protect the Central Wasatch ecosystem in a period of rapid population growth and increased recreational use.<sup>2</sup>
- The Central Wasatch Mountains are the culinary watersheds that provide most of Salt Lake City's water supply, according to the transmittal from Mayor Ralph Becker's Administration.



Salt Lake City also holds, for public benefit, the majority of water rights in several mountain streams within the *Mountain Accord* area, according to the transmittal.<sup>3</sup>

## **NEW INFORMATION**

If the City Council adopts the resolution, and Mayor Ralph Becker signs it, the city of Cottonwood Heights and the Utah Transit Authority would be the last two outstanding signatories. The UTA Board of Trustees may consider authorizing Transit Authority officials to sign the Accord at the Board's meeting in September.<sup>4</sup>

Mayor Becker and Public Utilities Department Deputy Director Laura Briefer discussed the proposed resolution and *Mountain Accord* Phase II Program and Funding at the City Council's July 21 work session.

To recap, key points of the discussion included:

- *Mountain Accord* participants anticipate a federal lands bill that includes protective land designations and land exchanges could be enacted by Congress by the end of 2016. A National Environmental Policy Act process for all federal actions, including federal designation, land exchange, and potential federal transportation actions is expected to be well under way by the end of 2016 and continue into 2017.<sup>5</sup> to have the federal government end of transportation and land swap issues finished by the end of 2016.<sup>6</sup>
- Accord participants have agreed to pursue short- and long-term use of transit – buses and rail – instead of automobiles to convey people to destinations in Big and Little Cottonwood Canyons. The participants also agreed to study ways to link Big and Little Cottonwood Canyons through tunnels or other means.<sup>7</sup>
- Linking Park City to Big Cottonwood Canyon is not part of current plans, but there will be a study done later.<sup>8</sup>
- The *Accord* includes provisions for determining how best to convey people from the Salt Lake Valley to Park City via Parley's Canyon on the Interstate 80 corridor.
- The Governor's Office of Economic Development channeled \$3 million allocated by the Legislature to the *Mountain Accord* program in spring 2015. *Accord* representatives have continued to work with Utah legislators to identify the state's next round of financial contribution to the project. Discussions with legislators include identifying the funding stream, exact amount, and other details involving the state's commitment of additional funds for the program.<sup>9</sup>

## **POLICY QUESTIONS**

1. Is the money identified in the proposed program funding agreement to be used for further study of issues in the *Accord* or to implement recommendations in the *Accord*? If the money is to implement recommendations, what will the City Council's role be?
2. Paragraph 4 in the proposed funding agreement says, "The term of this Agreement shall be up to three (3) years, unless otherwise agreed by the Parties in accordance with Paragraph 11. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years." Paragraph 11 says in part, "Notwithstanding the foregoing, the Parties hereby authorize the Executive Board to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies."

- What circumstances might warrant extending the Agreement short-term and long-term?
  - Does the language in Paragraph 11 mean that potential future extensions would be subject to formal action by the Parties' legislative bodies, but including "new funding partners" would be the purview of the *Accord's* executive board?
3. Paragraph B of the proposed agreement says UTA will retain in a holding account any funds left over from Phase 1 of the Mountain Accord program. How much money, if any, remains in the account?
  4. How much water will Salt Lake City provide if all land exchange proposals in the *Accord* succeed?

## **ADDITIONAL & BACKGROUND INFORMATION**

The focus of the transmittal forwarded to the City Council is a resolution authorizing Mayor Ralph Becker to sign an agreement involving about a dozen local governments and agencies that have a public stake in helping manage the Central Wasatch Mountain Range watershed and land. As mentioned earlier, the Central Wasatch Mountains provide most of Salt Lake City's water supply.

The agreement the proposed resolution would authorize the mayor to sign lists the public parties involved in the *Mountain Accord*; the amount of money each is pledged to contribute; the sequence in which money would be spent; how contractors involved in the *Accord's* Phase II would be selected; who would administer contracts; and working items such as pledges to share information, resolving disputes, and withdrawing from or terminating the agreement.

When it adopted Salt Lake City's budget for the fiscal year that began July 1, the City Council appropriated \$200,000 from the Public Utilities Department Enterprise Fund to pay for the first installment of the City's share for the *Accord's* Phase II. The proposed funding agreement includes a pledge from the City to spend a total of \$600,000 over roughly three years for Phase II.

Other governments and agencies and their total respective pledges over three years: Salt Lake County and the Utah Transit Authority – \$600,000 each; Sandy, Park City, and the Metropolitan Water District of Salt Lake and Sandy – \$300,000 each; Draper – \$180,000; Cottonwood Heights, Summit County, the Utah Department of Transportation, and Wasatch County – \$150,000 each; and the Town of Alta – \$45,000.<sup>10</sup>

In addition, Utah's Governor's Office of Economic Development has or will contribute \$3 million in a grant to UTA. Under the funding agreement, UTA would pay Phase II expenses first from \$3 million in state funds. When that amount is spent other expenses would come from the pooled funds allocated by the local governments and agencies. One caveat in the agreement is the parties involved expect the Legislature to appropriate money annually. The proposed agreement says, "In the event that funding is not appropriated to the Program in the expected amounts ... the Executive Board shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Board."<sup>11</sup>

The Executive Board as of July 2015 is made up of the mayors of Salt Lake County and Salt Lake City, Cottonwood Heights, Sandy, Alta, and Draper. Council Members from Summit County, and Park City round out local government representation. Utah Legislators including Senate President Wayne Neiderhauser and Reps. Johnny Anderson and Brad Dee plus Nathan Lee of UDOT, Alan Matheson of the Department of Environmental Quality, and a representative from the Governor's Office of Economic Development make up the state contingent. UTA's Mike Allegra, Andrew Gruber of the Wasatch Front Regional Council, and Mike Wilson of the Metropolitan Water District of Salt Lake and Sandy represent local service districts or, in Wasatch Front's case, a metropolitan planning organization. Private entities are represented by Salt Lake Chamber of Commerce President Lane Beattie and Vice President of Public Policy Justin Jones; Joan DeGiorgio of The Nature Conservancy; Carl Fisher of Save Our Canyons; Peter Metcalf of the Outdoor Industry Association; and Nathan Rafferty of Ski Utah. Linda Gehrke of the Federal Transit Administration, Ivan Marrero of the Federal Highway

Administration, and Dave Whittekiend of the U.S. Forest Service also are listed as Executive Board Members, but the federal agencies have not signed the *Accord*.<sup>12</sup>

## **MOUNTAIN ACCORD HIGHLIGHTS**

The ultimate goals of the Accord might be found in the *Accord's* Section 2 titled *Intended Outcomes*. They include:

“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. ... To bind ski resorts on public land within the federal designation.

“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 holdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership where such actions can be accomplished with willing participants.”<sup>13</sup>

As has been reported, a key feature involves land exchanges between existing ski resorts and the U.S. Forest Service to provide nodes of concentrated human activity against a backdrop of a more protected watershed. Doing that will involve federal legislation to “provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership ...”<sup>14</sup> The protections include about 80,000 acres within the Mountain Accord project boundary, including Parley’s Canyon, Millcreek Canyon, and the entire Big Cottonwood Canyon and Little Cottonwood Canyon watersheds.<sup>15</sup>

Part of the land exchange proposals involve Salt Lake City providing limited additional water for snow-making at Alta, Snowbird, Solitude and Brighton ski resorts. The additional snow-making water is contingent on the proposed land transfers.<sup>16</sup> In addition, Salt Lake City would facilitate the provision of culinary water to a 100-room hotel in Alta if the Alta land transfer succeeds, and be flexible about where Solitude Ski can locate the resort’s previously planned 120 hotel rooms in the resort’s base area “to accommodate development patterns consistent with Mountain Accord intended outcomes.”<sup>17</sup> Salt Lake City also would agree to facilitate the provision of limited culinary water to public transit stations at Alta and Brighton regardless of the success of land exchange negotiations.<sup>18</sup>

How people travel to and from the canyons in the watershed remain a large part of the agreement. The *Mountain Accord* says, “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.”<sup>19</sup> The *Accord* also calls for an alternatives analysis “to evaluate connections between the Salt Lake Valley and the Greater Park City area.”<sup>20</sup>

It also might be noted that:

- The potential land exchange between the Alta Ski Lift Company and 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 Canyons.”<sup>21</sup>
- The *Accord's* signers “express their mutual preference for alternatives that connect the existing regional public transportation system, and that incentivize public transit, walking, and biking to and in the Cottonwood Canyons.”<sup>22</sup> The signers also “recommend considering alternatives to disincentivize single-occupancy vehicle access to and in the Cottonwood Canyons ... including 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.”<sup>23</sup>

- Salt Lake City agrees to work with the Solitude and Brighton Mountain Resort, the Forest Service, “and representatives of the environmental community” to identify a chairlift alignment connecting Brighton Mountain Resort and Solitude “that would dramatically limit or virtually eliminate” the proposed SolBright ski lift in the Wolverine area.<sup>24</sup>
- The signers agree support “piloting and potentially implementing” a shuttle service in Millcreek Canyon before summer 2017, and “to work in good faith” for road cycling and pedestrian mobility improvements in the canyon.<sup>25</sup>
- The *Accord* notes that the potential land exchange with Snowbird Resort involves Snowbird’s use of Forest Service managed land in American Fork Canyon in Utah County. The *Accord* also notes that Utah County is “not a formal member of the Executive Board.” In response to requests from Utah County residents and government agencies, at the July 13, 2015 Executive Board meeting, the *Accord* language relating to the Snowbird land exchange in Section 3.5.1 was changed. “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.” Given that, the *Accord*’s signers support Utah County’s intent to conduct additional public engagement and negotiations involving the land in Utah County.<sup>26</sup>

**Cc:** Cindy Gust-Jenson, David Everitt, Margaret Plane, Jennifer Bruno, Nichol Bourdeaux, Jill Love, Jeff Niermeyer, Robin Hutcheson, Laura Briefer, Sean Murphy

**File Location:** Department of Public Utilities, Planning, Transportation, Budget

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<sup>1</sup> *Mountain Accord*, Section 1.2, June 23, 2015.

<sup>2</sup> *Mountain Accord*, Section 1.7.1, June 23, 2015.

<sup>3</sup> Transmittal, Mountain Accord Phase II Interlocal Agreement, Laura Briefer, May 5, 2015, Page 2.

<sup>4</sup> E-mail, Laura Briefer, August 27, 2015.

<sup>5</sup> E-mail, Laura Briefer.

<sup>6</sup> Mayor Ralph Becker, Video Tape of City Council Work Session, July 21, 2015.

<sup>7</sup> Mayor Becker, July 21, 2015.

<sup>8</sup> Mayor Becker, July 21, 2015.

<sup>9</sup> E-mail, Laura Briefer.

<sup>10</sup> Program and Funding Agreement Mountain Accord Phase II, Page 4.

<sup>11</sup> Program and Funding Agreement Mountain Accord Phase II, Pages 4 and 5.

<sup>12</sup> *Mountain Accord*, Attachment 1.

<sup>13</sup> *Mountain Accord*, July 9, Page 4.

<sup>14</sup> *Mountain Accord*, July 9, Page 5, Paragraph 3.2.1.

<sup>15</sup> Map, *Mountain Accord*, Attachment 5.

<sup>16</sup> *Mountain Accord*, Pages 7 -10.

<sup>17</sup> *Mountain Accord*, Pages 7 and 10.

<sup>18</sup> *Mountain Accord*, Pages 8 and 10.

<sup>19</sup> *Mountain Accord*, Page 11, Section 3.10.1.

<sup>20</sup> *Mountain Accord*, Page 12, Section 3.12.1.

<sup>21</sup> *Mountain Accord*, Page 7, Section 3.43.

<sup>22</sup> *Mountain Accord*, Page 11, Section 3.10.3.

<sup>23</sup> *Mountain Accord*, Page 11, Section 3.10.4.

<sup>24</sup> *Mountain Accord*, Page 10, Section 3.6.6.

<sup>25</sup> *Mountain Accord*, Page 13, Sections 3.13.1 and 3.13.2

<sup>26</sup> *Mountain Accord*, Page 9, Section 3.5.3.

## THE ACCORD

July 9, 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);

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 where such actions can be accomplished with willing participants.
- 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 (see Attachment 8: Draft Federal Legislation). 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 Lift Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lift 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 Lift 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 Lift 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 Lift 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 Lift Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lift Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lift 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 Lift 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 Lift Company and the U.S. Forest Service. Commitment from Alta Ski Lift 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 Lift 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 Lift 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 Lift 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 Lift Company land exchange if Alta Ski Lift 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. As a matter of public record, Snowbird Resort ('Snowbird') has made a proposal to transfer approximately 1,100 acres of privately-held land in Little and Big Cottonwood Canyons to the U.S. Forest Service, and in exchange Snowbird would receive approximately 43 acres of U.S. Forest Service land at the base of Snowbird in Little



Cottonwood Canyon and approximately 400 acres of U.S. Forest Service land in upper American Fork Canyon (near Mineral Basin). Snowbird has proposed limitations including (a) no hotels or condos on the land transferred to Snowbird in American Fork Canyon and (b) no facilitation of a gondola to Tibble Fork.

- 3.5.2. Mountain Accord introduced the Snowbird land exchange proposal to the public in February 2015 as a part of the proposed Mountain Accord Blueprint. Previous to Mountain Accord, the proposal had been part of the proposed Matheson Wilderness and Watershed Protection Act introduced to U.S. Congress in 2010 and 2013.
- 3.5.3. Public involvement, consensus, and collaboration are foundational principles for the Mountain Accord process and although Utah County is not a formal member of the Executive Board, the signers of the Accord recognize that consensus has not been reached and additional public and stakeholder dialogue and negotiations are needed. The signers of the Accord are supportive of Utah County's intent to conduct additional public engagement and negotiations on this important issue as requested in the Utah County resolution dated July 7, 2015.
- 3.5.4. The signers of the Accord recognize that this land exchange and all the land exchanges referenced in the Accord, will be ultimately be decided by the U.S. Forest Service through a NEPA process.
- 3.5.5. For the 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. 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 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).

3.10.7. 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. No restrictions for automobiles other than those currently in effect are proposed although 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 and consider potential 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
8. Draft Federal Legislation

**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 Deer Valley Resort and Solitude Resort  
Onno Wieringa, Alta Ski Lift Company













### **Additional Signatories**

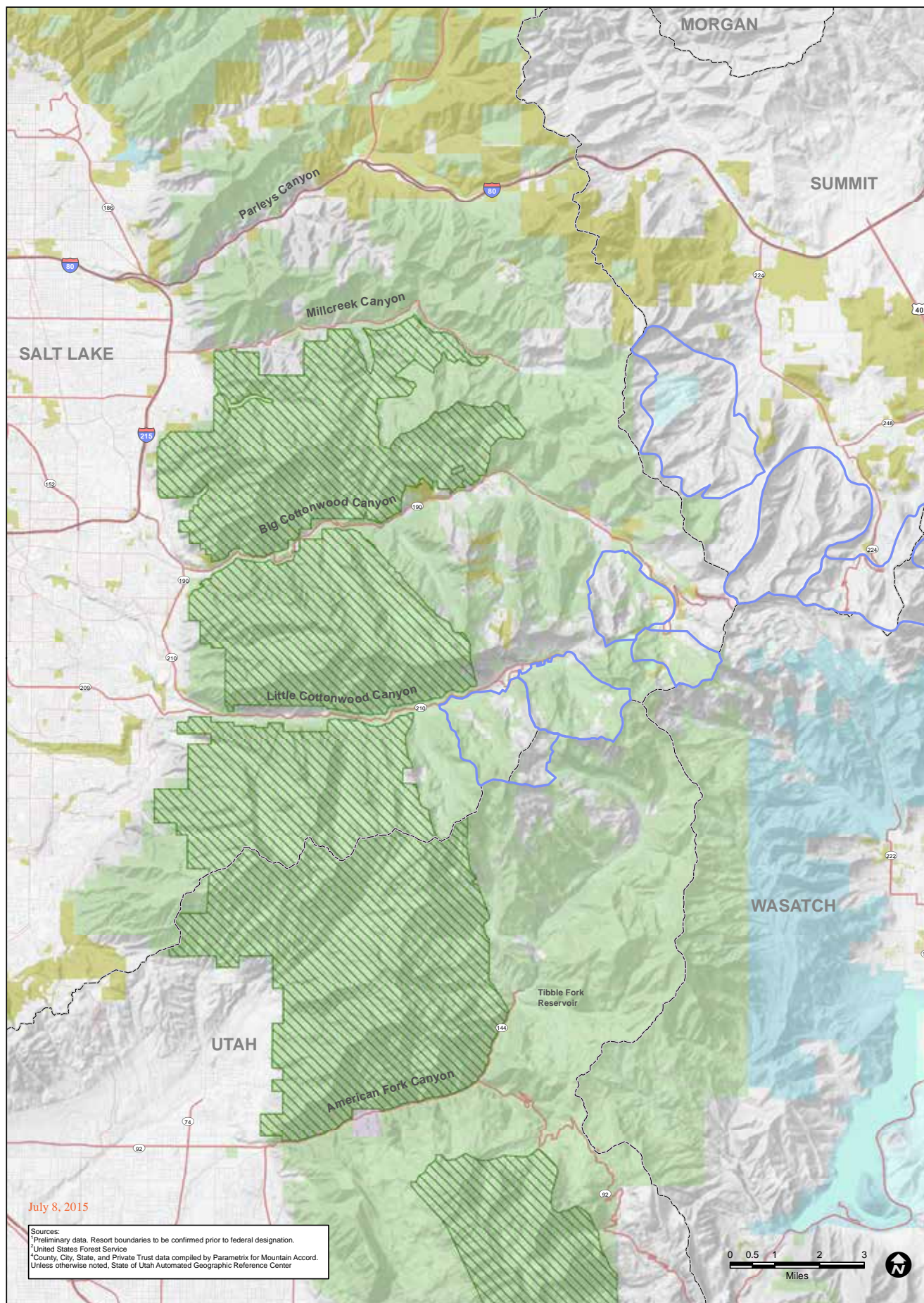


## Attachment 1: Mountain Accord Executive Board (July 2015)




















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

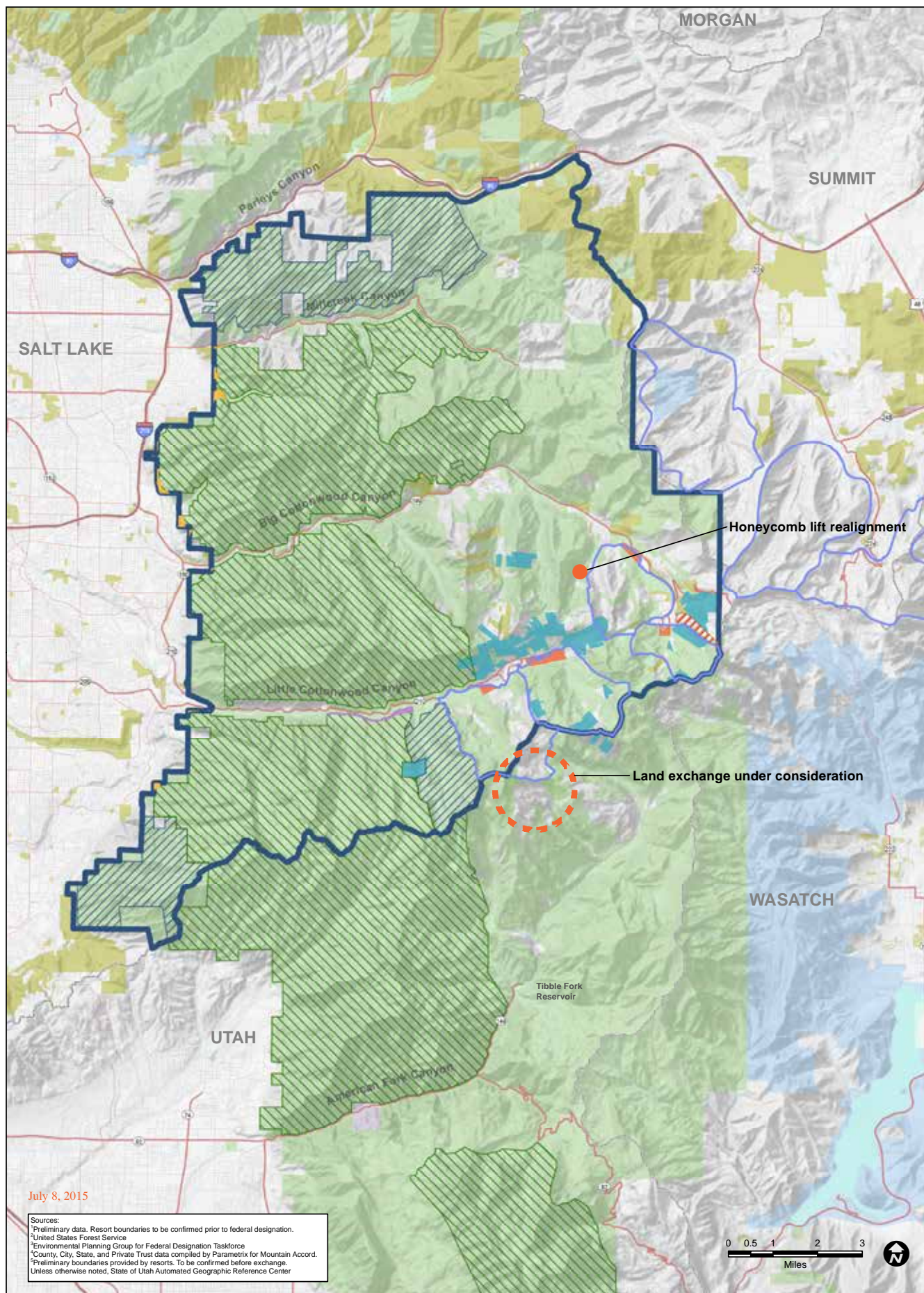


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|---|--|--|
|  Existing Wilderness <sup>2</sup>   |  Interstate  |  Uinta-Wasatch-Cache National Forest                     |
|  Resort Area Boundary <sup>1</sup> |  Highway    |  State of Utah  |
|  County Boundary                   |  Major Road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

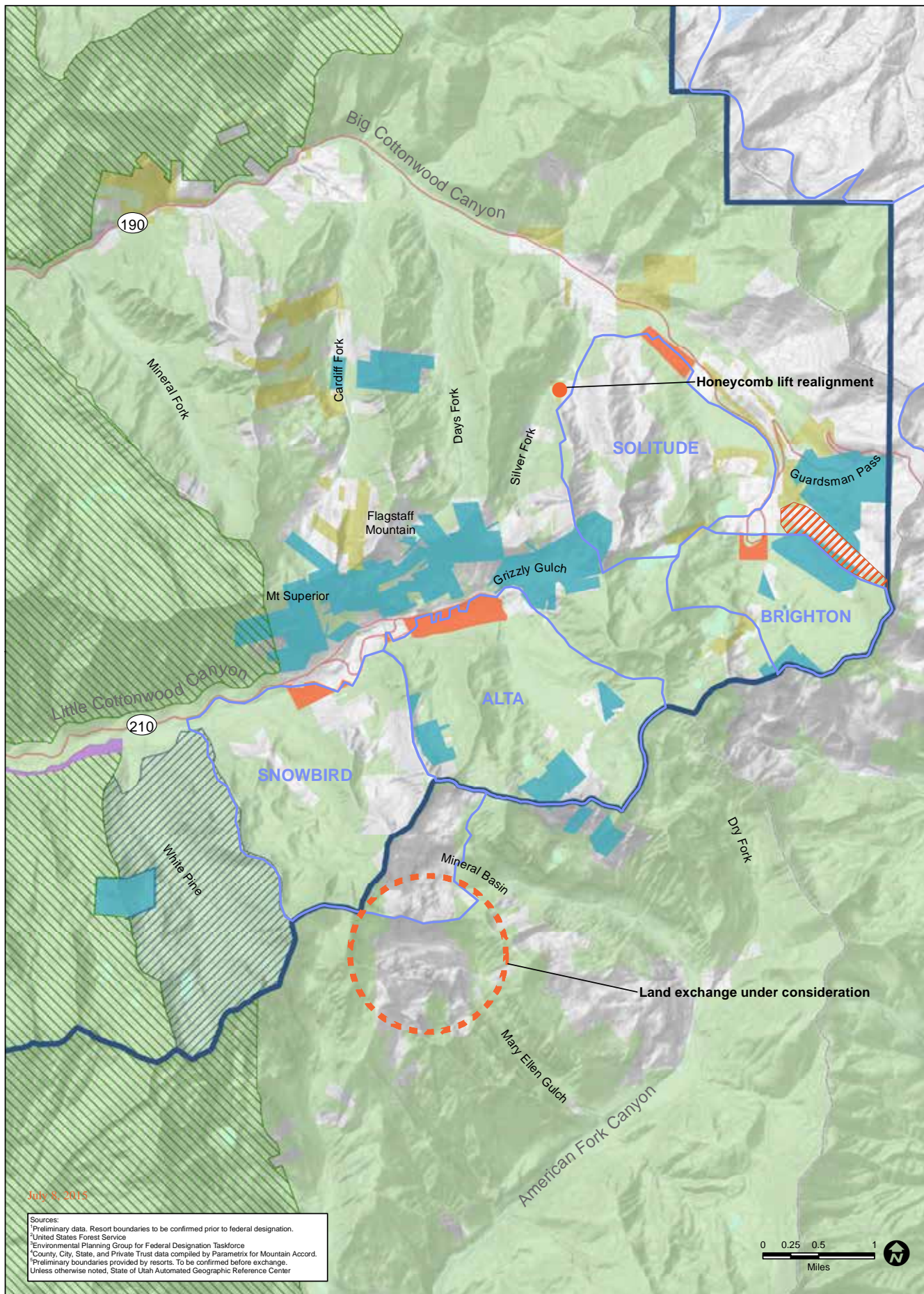
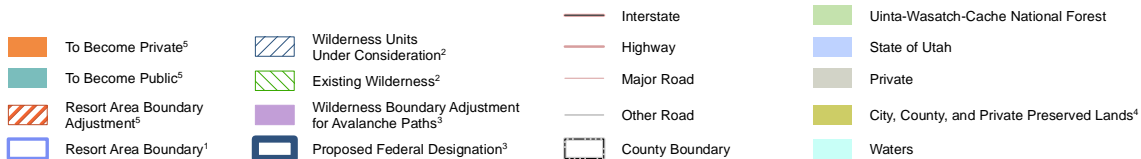




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|--|--|---|--|
|  To Become Private <sup>5</sup>               |  Wilderness Units Under Consideration <sup>2</sup>                            |  Interstate        |  Uinta-Wasatch-Cache National Forest                      |
|  To Become Public <sup>5</sup>                |  Existing Wilderness <sup>2</sup>  |  Highway         |  State of Utah  |
|  Resort Area Boundary Adjustment <sup>5</sup> |  Wilderness Boundary Adjustment for Bonneville Shoreline Trail <sup>3</sup> |  Major Road      |  Private  |
|  Resort Area Boundary <sup>1</sup>            |  Wilderness Boundary Adjustment for Avalanche Paths <sup>2</sup>            |  Other Road      |  City, County, and Private Preserved Lands <sup>4</sup> |
|  |  Proposed Federal Designation <sup>3</sup>                                  |  County Boundary |  Waters   |



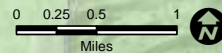




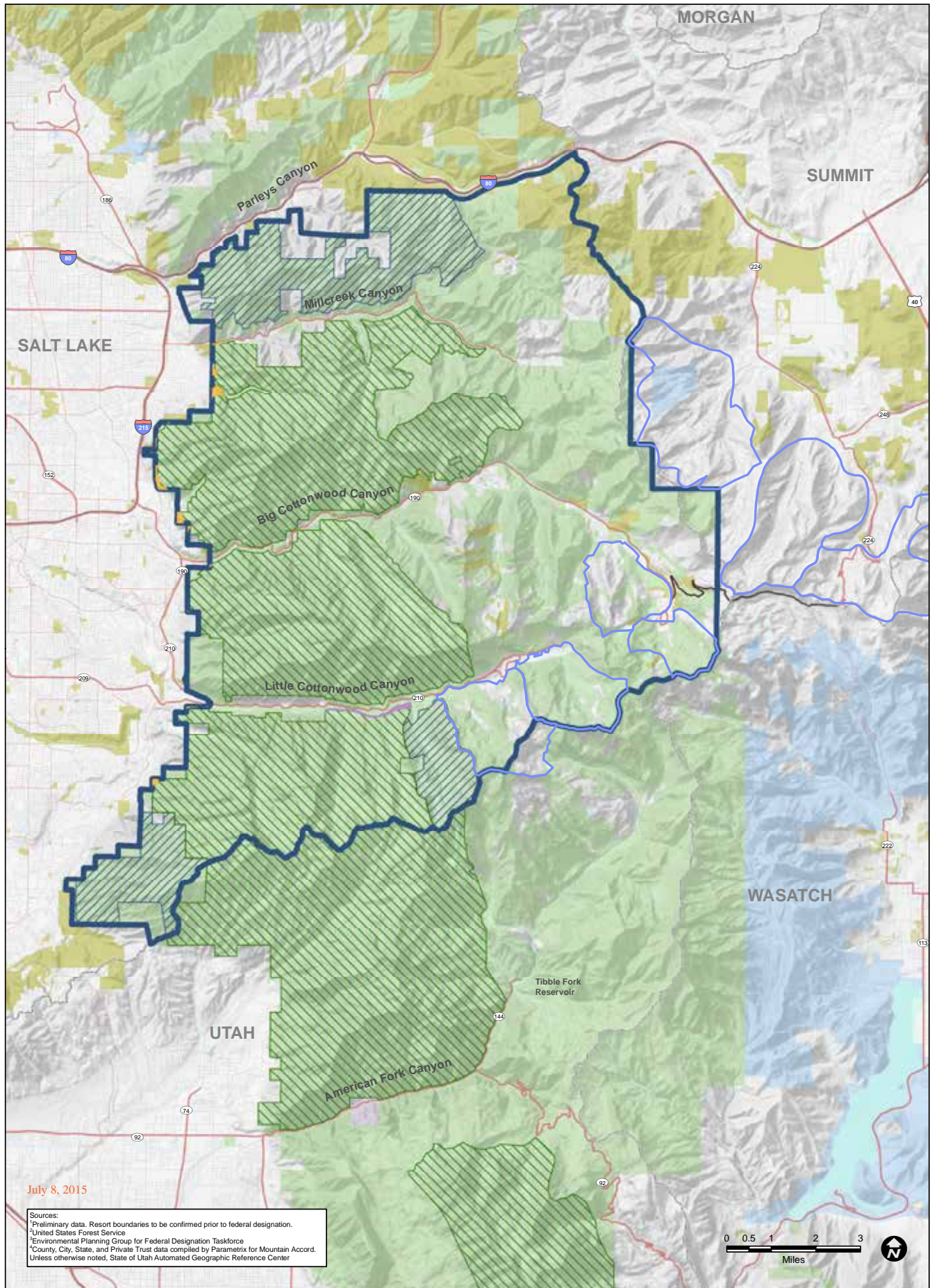
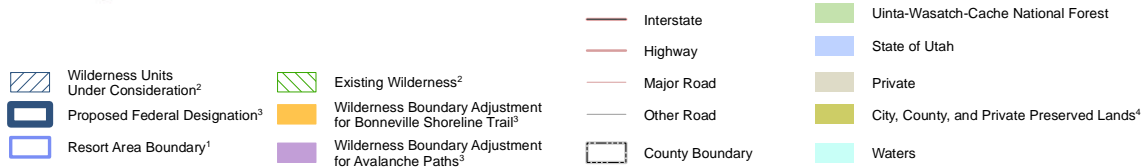
July 6, 2015

Sources:

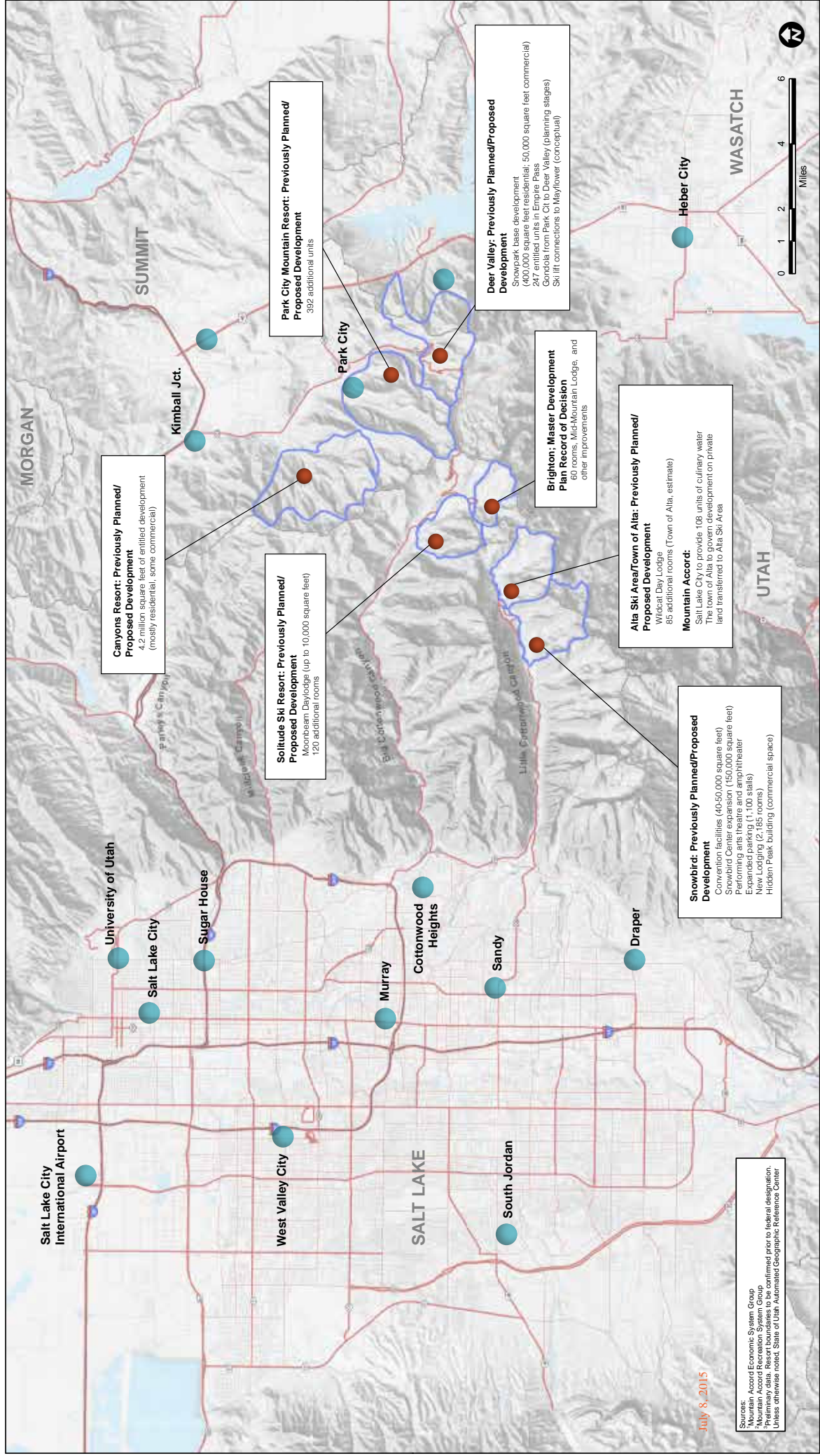
- <sup>1</sup>Preliminary data. Resort boundaries to be confirmed prior to federal designation.
  - <sup>2</sup>United States Forest Service
  - <sup>3</sup>Environmental Planning Group for Federal Designation Taskforce
  - <sup>4</sup>County, City, State, and Private Trust data compiled by Parametrix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









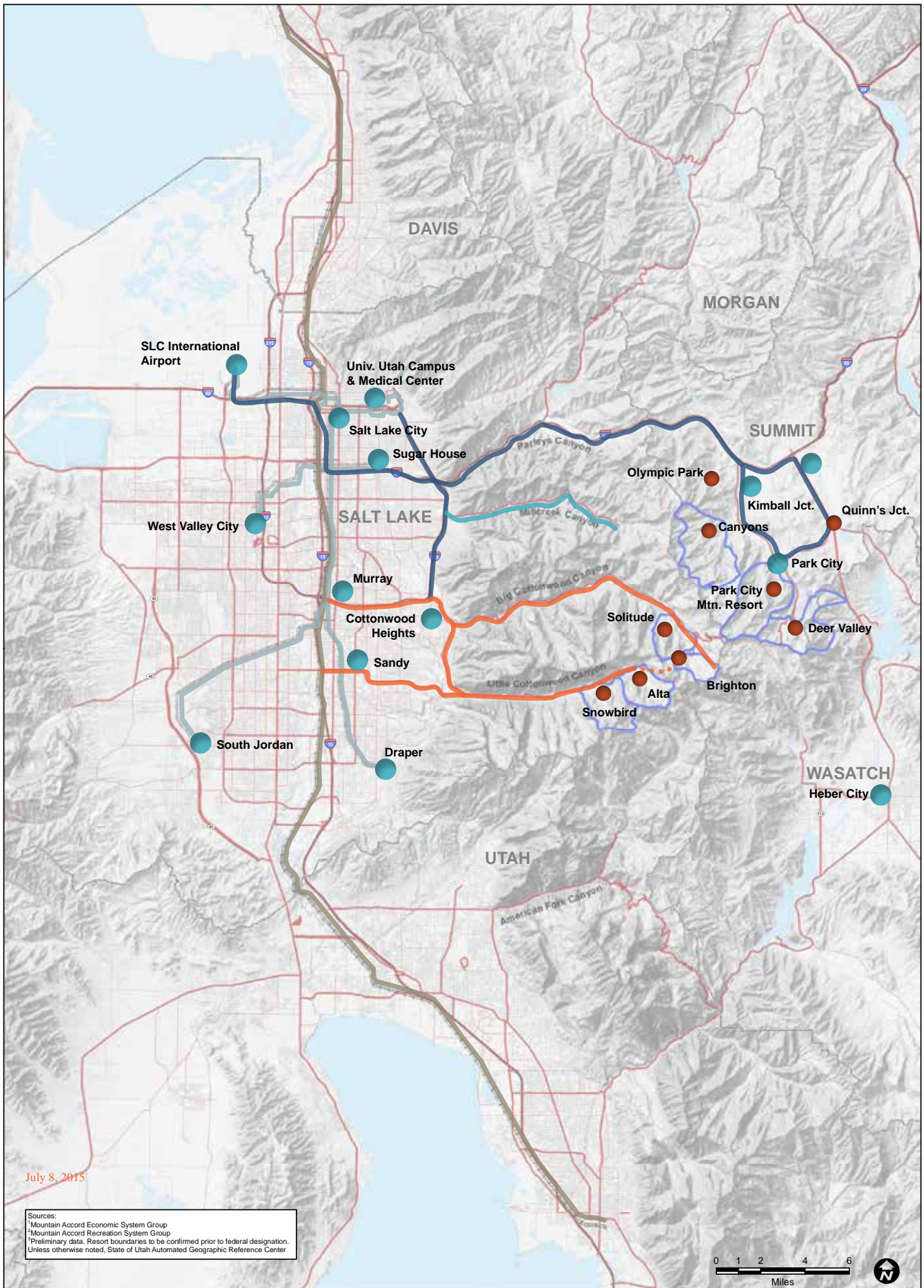


July 8, 2015

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



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



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

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

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

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

SECTION 2. DEFINITIONS.

SECTION 3. [Designation].

SECTION 4. [Designation] ADVISORY COUNCIL.

SECTION 5. LAND EXCHANGES.

SECTION 6. WILDERNESS.

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

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

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

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

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

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

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

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

**SECTION 3. [Designation]**

(a) ESTABLISHMENT.—

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

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

5 (3) MAP; LEGAL DESCRIPTION.—

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

9 (i) Committee on Energy and Natural Resources of the Senate; and

10 (ii) Committee on Natural Resources of the House of Representatives.

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

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

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

20 (1) conserve and protect the ecological, natural, scenic, wilderness, cultural, historical,  
21 geological, and wildlife values of the [Designation];

22 (2) protect, enhance, and restore the water quality and watershed resources in the  
23 [Designation]; and



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

(c) MANAGEMENT PLAN.—

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

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

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

(B) the advisory council; and

(C) members of the public.

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

(A) the forest plan;

(B) Mountain Accord dated XX; and

(C) local plans.

(4) ALBION BASIN SPECIAL BOTANICAL AREA.—In developing the management plan required under paragraph (1), the Secretary shall evaluate designation of the Albion Basin Special Botanical Area; and other areas of special interest.

(d) MANAGEMENT.—

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

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

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

(C) does not allow ski area permit boundary expansion beyond what is authorized by decision through a National Environmental Policy Act process on the date of the enactment of this Act, as depicted on the map;

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

(E) in accordance with—

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

(ii) this section.

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

(3) ADJACENT MANAGEMENT.—

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

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

(4) MOTORIZED AND MECHANIZED VEHICLES.—

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

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

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

- 9 (i) authorizing the use of motorized vehicles for administrative  
10 purposes; or  
11 (ii) responding to an emergency.

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

- 14 (A) all forms of entry, appropriation, and disposal under the public land laws;  
15 (B) location, entry, and patenting under the mining laws; and  
16 (C) disposition under the mineral leasing, mineral materials, and geothermal  
17 leasing laws.

18 (6) ACQUISITION OF LAND.—

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

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

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

5 (ii) be managed in accordance with—

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

8 (II) this section; and

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

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

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

19 (A) subject to—

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

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

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

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

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

8 (11) AUTHORIZED ACTIVITIES.—

9 (A) IN GENERAL.—The Secretary may allow any activities authorized by  
10 permit or license as of the date of enactment of this Act to continue  
11 within the [Designation], that are consistent with the purposes described  
12 in subsection (b) and subject to such terms and conditions as the  
13 Secretary may require.

14 (B) PERMITTING.— This act does not affect the process by which activities  
15 authorized by permit or license as of the date of enactment of this Act  
16 may be authorized or reauthorized.

17 (12) FACILITIES.—

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

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

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

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

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

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

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

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

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

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

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

3 (c) MEMBERSHIP.—

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

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

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

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

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

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

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

17 (e) TERMS.—

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

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

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

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

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

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

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

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

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

## SECTION 5. LAND EXCHANGES

(a) ALTA LAND EXCHANGE.—

(1) DEFINITIONS.—In this subsection:

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

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

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



1 (2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if Alta Ski  
2 Lifts offers to convey to the United States all right, title, and interest of Alta Ski  
3 Lifts in and to the non-Federal land, the Secretary shall convey to Alta Ski Lifts  
4 all right, title, and interest of the United States in and to the Federal land, subject  
5 to valid existing rights.

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

10 (4) CONDITIONS ON ACCEPTANCE.—

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

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

17 (5) APPRAISALS.—

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

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

- (i) The Uniform Appraisal Standards for Federal Land Acquisitions;
- and
- (ii) The Uniform Standards of Professional Appraisal Practice.

(6) SURVEYS.—

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

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

(7) VALUATION AND EQUALIZATION.—

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

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

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

(8) DISPOSITION OF PROCEEDS.—

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

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

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

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

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

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

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

13 (ii) this Act; and

14 (iii) any laws (including regulations) applicable to the National Forest  
15 System.

16 (10) REVOCATION OF ORDERS; WITHDRAWAL.—

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

21 (B) WITHDRAWAL.—On the date of enactment of this Act, if not already  
22 withdrawn or segregated from entry and appropriation under the public  
23 land laws (including the mining and mineral leasing laws) and the

Geothermal Steam Act of 1970 (30 U.S.C. 1001 et seq.), the Federal land is withdrawn until the date of the conveyance of the Federal land to Alta Ski Lifts.

(11) HAZARDOUS MATERIALS.—

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

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

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

(b) BRIGHTON LAND EXCHANGE.—

(1) DEFINITIONS.—In this subsection:

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

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

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

(2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if Brighton offers to convey to the United States all right, title, and interest of Brighton in

1 and to the non-Federal land, the Secretary shall convey to Brighton all right, title,  
2 and interest of the United States in and to the Federal land, subject to valid  
3 existing rights.

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

8 (4) CONDITIONS ON ACCEPTANCE.—

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

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

15 (5) APPRAISALS.—

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

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

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

22 and

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

1 (6) SURVEYS.—

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

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

8 (7) VALUATION AND EQUALIZATION.—

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

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

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

16 (8) DISPOSITION OF PROCEEDS.—

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

21 (B) USE OF PROCEEDS.—Amounts deposited under paragraph (A) shall be  
22 available to the Secretary, without further appropriation and until

1                   expended, for the acquisition of lands and interests in lands in the  
2                   [Designation].

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

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

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

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

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

11                           (ii) this Act; and

12                           (iii) any laws (including regulations) applicable to the National Forest  
13                           System.

14           (10) REVOCATION OF ORDERS; WITHDRAWAL.—

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

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

1 is withdrawn until the date of the conveyance of the Federal land to  
2 Brighton.

3 (11) HAZARDOUS MATERIALS.—

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

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

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

13 (c) SNOWBIRD LAND EXCHANGE.—

14 (1) DEFINITIONS.—In this subsection:

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

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

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

22 (2) CONVEYANCE OF LAND.—Subject to the provisions of this subsection, if  
23 Snowbird offers to convey to the United States all right, title, and interest of



1 Snowbird in and to the non-Federal land, the Secretary shall convey to Snowbird  
2 all right, title, and interest of the United States in and to the Federal land, subject  
3 to valid existing rights.

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

8 (4) CONDITIONS ON ACCEPTANCE.—

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

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

15 (5) APPRAISALS.—

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

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

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

22 and

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

1 (6) SURVEYS.—

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

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

8 (7) VALUATION AND EQUALIZATION.—

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

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

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

16 (8) DISPOSITION OF PROCEEDS.—

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

21 (B) USE OF PROCEEDS.—Amounts deposited under paragraph (A) shall be  
22 available to the Secretary, without further appropriation and until

1                   expended, for the acquisition of lands and interests in lands in the  
2                   [Designation].

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

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

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

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

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

11                           (ii) this Act; and

12                           (iii) any laws (including regulations) applicable to the National Forest  
13                           System.

14           (10) REVOCATION OF ORDERS; WITHDRAWAL.—

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

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

1 is withdrawn until the date of the conveyance of the Federal land to  
2 Snowbird.

3 (11) HAZARDOUS MATERIALS.—

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

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

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

13 (d) SOLITUDE LAND EXCHANGE.—

14 (1) DEFINITIONS.—In this subsection:

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

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

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

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

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

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

7 (4) CONDITIONS ON ACCEPTANCE.—

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

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

14 (5) APPRAISALS.—

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

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

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

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

23 (6) SURVEYS.—

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

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

7 (7) VALUATION AND EQUALIZATION.—

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

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

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

15 (8) DISPOSITION OF PROCEEDS.—

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

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

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

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

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

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

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

9 (ii) this Act; and

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

12 (10) REVOCATION OF ORDERS; WITHDRAWAL.—

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

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

23 (11) HAZARDOUS MATERIALS.—

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

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

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

## **SECTION 6. WILDERNESS.**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

10 (4) ADJACENT MANAGEMENT.—

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

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

**RESOLUTION OPPOSING INCLUSION OF LAND LOCATED  
IN UTAH COUNTY IN THE MOUNTAIN ACCORD**

WHEREAS, Mountain Accord, in its Program Charter, seeks to make integrated and critical decisions regarding the future of Utah’s Central Wasatch Mountains, but does not include Utah County as a participant;

WHEREAS, Mountain Accord, in its Program Charter, purports to represent an unprecedented collaboration of public and private interests intended to address long-term transportation, environmental, economic, and recreation needs in the Central Wasatch region, but does not include Utah County as a participant;

WHEREAS, Mountain Accord, in its Program Charter, Section 4, specifies the geographic area within which Mountain Accord is to address its planning efforts;

WHEREAS, Mountain Accord, in its Program Charter, limits its area and stakeholders to Salt Lake County, Wasatch County and Summit County, and does not include Utah County; (Program Charter, Section 3.1)

WHEREAS, the Executive Board of Mountain Accord does not include a Utah County representative; (Program Charter, Section 5.1)

WHEREAS, the Management Team of Mountain Accord does not include a Utah County representative; (Program Charter, Section 5.2)

WHEREAS, Utah County has not been actively involved in the planning processes, hearings, meetings, or discussions related to the Mountain Accord process;

WHEREAS, Mountain Accord has generated a draft proposed agreement, designated as “Draft Accord-Version 3.0 June 23, 2015” (the “Draft Accord”);

WHEREAS, the Draft Accord purports to recognize the geographic area limits of the Accord,  
as follows:

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley, on the east by Park City, on the north by Parleys Canyon, and on the south by Little Cottonwood Canyon; (Draft Accord, page 1)

WHEREAS, the Draft Accord purports to represent the combined efforts and collaboration of more than 200 stakeholders, as follows:

WHEREAS, Mountain Accord conducted an extensive public process over the past year that brought together more than 200 stakeholders and experts to develop Existing Conditions and Future Trends; Visions, Goals, and Metrics; and Ideal Systems reports for the environment, recreation, transportation, and economy systems of the Central Wasatch that helped create a proposed Blueprint for the Central Wasatch; (Draft Accord, page 1)

WHEREAS, notwithstanding the geographic limits of the Mountain Accord Program Charter and the failure to include Utah County as a full participant, the Draft Accord includes land located in American Fork Canyon, within Utah County, including the proposed change of ownership of up to 416 acres from United States public ownership to private Snowbird Ski Resort ownership, as follows:

### **3.3 LAND EXCHANGE**

3.3.1. The parties recommend that the U.S. Forest Service analyze and potentially implement, through NEPA and public process, the land exchange concept as shown on Attachment 2. Land transactions are subject to valuation, land, title, and boundary descriptions, and mitigations resulting from the NEPA process.

3.3.2. Approximate acreages for the proposed land exchange portion of the land preservation package are listed below:

Ski Area	Public Receives (approximate acreage)	Ski Area Receives (approximate acreage)
Alta	Up to 603 acres	Up to 160 acres in base area

Snowbird	Up to 1,107 acres	Up to 43 acres in base area Up to 416 acres in American Fork Canyon
Brighton	Up to 200 acres	Up to 35 acres in base area 140 acre permit expansion in Hidden Canyon
Solitude	Up to 240 acres	Up to 50 acres in base area 70 acre permit expansion in Silverfork
TOTAL	Up to 2,147 acres	Up to 288 acres in base areas Up to 416 acres in American Fork Canyon 210 acres of permit expansions

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

3.5.1. Snowbird agrees to proceed with the exchange of the following lands (shown on Attachment 2): up to 1,107 acres of Snowbird's land, located in the upper watershed on Mount Superior, Flagstaff, White Pine, Days Fork/Cardiff for up to 43 acres of U.S. forest land around the Snowbird base area (and within Snowbird's existing permit boundary) and up to 416 acres of U.S. Forest land in American Fork Canyon. (See the Draft Accord)

WHEREAS, in exchange for the 416 acres of public lands located in Utah County going to private Snowbird Ski Resort ownership, Mountain Accord efforts would result in the benefit of public ownership of 1,107 acres of land located in Little Cottonwood Canyon which is presently in the ownership of Snowbird Ski Resort;

WHEREAS, Utah County, and other entities, are participating in a planning project entitled “American Fork Canyon Vision” (the “AFC Vision”) to determine the proper planning and appropriate use of American Fork Canyon (the “Canyon”);

WHEREAS, the stated purpose of the AFC Vision, is as follows:

Over the next year, we will collaborate with residents and stakeholders to conduct visioning for the Canyon, which is experiencing growing use and pressure every year. This process provides the opportunity to address new opportunities, challenges, and ideas for the Canyon’s future. The process will identify goals and principles to guide future decisions, and will detail policies and strategies for how future objectives for the Canyon can be realized. All of this will be carried forward in a formal Vision Document, including an implementation strategy and action plan for short-term (12 months), mid-term (5 years), and long-term (10+ years); (See [afcvision.com](http://afcvision.com))

WHEREAS, participants involved in AFC Vision have included the public and the following entities:

American Fork City  
Cedar Hills City  
Mountainland Association of Governments  
Save our Canyons  
Snowbird Resort  
Utah (Elected Officials)  
Sundance Resort  
Timpanogos Cave National Monument  
United States Forest Service  
Utah County  
Utah Department of Transportation  
Utah Elected Officials (State and Federal)  
Utah Transit Authority  
Wasatch County  
Wasatch Mountain State Park; (See [afcvision.com](http://afcvision.com))

WHEREAS, the Canyon is an important natural resource for all of the residents of Utah County and Utah County desires to receive and carefully consider the public input, along with the input of all other interested parties, regarding the planning for the Canyon and the appropriate uses for this critical watershed, important recreational resource, and environmentally sensitive area; and

WHEREAS, Utah County desires to fully participate in the AFC Vision process to assist in the planning for the Canyon, which process may, or may not, result in plans and goals consistent with the proposed ownership change of the 416 acres, as contained in the Draft Accord.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Utah County, Utah, as follows:

1. Utah County requests that the Draft Accord, and the related attachments, and any subsequent version thereof, be amended to recognize and defer issues involving American Fork Canyon and other area resources to Utah County, and related stakeholders.
2. Utah County requests that the Draft Accord, and the related attachments, and any subsequent version thereof, be amended to delete all provisions dealing with land located within Utah County, and that the Draft Accord be specifically amended to delete all provisions related to the proposed change of ownership of land located in American Fork Canyon from public ownership to ownership by Snowbird Ski Resort, including any property exchanges involving land located in Utah County.
3. Utah County requests that the Draft Accord, and the related attachments, and any subsequent version thereof, be amended to delete those portions of Section 3.3 dealing with land located in American Fork Canyon, and that all of Section 3.5 of the Draft Accord be deleted.
4. This will allow Utah County, and all other stakeholders, to proceed with the planning process for American Fork Canyon and other area resources.

RESOLVED, APPROVED AND ADOPTED this 7<sup>th</sup> day of July, 2015.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

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Larry A. Ellertson, Chair

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William C. Lee, Commissioner

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Greg Graves, Commissioner

ATTEST:  
BRYAN E. THOMPSON  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JEFFREY R. BUHMAN  
Utah County Attorney


By: \_\_\_\_\_  
Deputy





RECEIVED TO: Mayor  
SCANNED BY: Mary La Adams  
DATE: 5-5-2015

# CITY COUNCIL TRANSMITTAL

  
David Everitt, Chief of Staff

Date Received: 5/5/2015  
Date sent to Council: 5/5/2015

**TO:** Salt Lake City Council  
Luke Garrott, Chair

**DATE:** May 4, 2015

**FROM:** Department of Public Utilities

\_\_\_\_\_  
Jeffrey Niermeyer, Director

**SUBJECT:** Mountain Accord Phase II Interlocal Agreement

**STAFF CONTACT:** Laura Briefer (801) 483-6741  
Water Resources Manager

**COUNCIL SPONSOR:**

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** That the City Council adopt the Resolution authorizing the Mayor to sign the interlocal agreement on behalf of Salt Lake City.

**BUDGET IMPACT:** The agreement provides that Salt Lake City will contribute \$600,000 to Phase Two of Mountain Accord. The City will pay this amount in installments of \$200,000 per year for three consecutive years. Seventy-five percent of the money will be contributed from the Department of Public Utilities' Water Resources Fund, and 25 percent will come from the General Fund—Non-departmental.

**BACKGROUND/DISCUSSION:** Mountain Accord is a public process, coordinated among multiple levels of government, as well as non-profit and for-profit representatives, to identify and address short and long term issues associated with environment, transportation, economy, and recreation in the Central Wasatch Mountains. Additional signatories to the interlocal agreement include the Utah Department of Transportation, the Utah Transit Authority, Salt Lake County, Summit County, Wasatch County, Park City, Sandy City, the City of Draper, Cottonwood Heights, the Town of Alta, and the Metropolitan Water District of Salt Lake and Sandy.

The Central Wasatch Mountains are the culinary watersheds that provide most of Salt Lake City's water supply. Salt Lake City, through its Public Utilities Department, has legal jurisdiction through City ordinance (Chapter 17.08) and through joint authority with the Salt Lake County Health Department (SLCHD Regulation 14) to manage much of the mountainous area within the Mountain Accord area. Salt Lake City also holds, for public benefit, the majority of the water rights in several of the mountain streams that are within the Mountain Accord area. As such, Salt Lake City has significant interest and stake in the outcomes of the Mountain Accord process, including potential land protection and preservation outcomes that could further protect Salt Lake City's sources of culinary water in the long term.

### **Phase One**

Mountain Accord's Phase One work was built around a systems approach to planning. Four System Groups were formed corresponding to Mountain Accord's four primary goals: Environment, Recreation, Transportation, and Economy. The System Groups were populated with nearly 200 policy-level and technical subject matter experts, community and advocacy groups, and staff from agencies and organizations related to each system. Salt Lake City staff were very actively engaged in the System Groups. Each System Group produced the following milestone reports:

- *Existing Conditions and Future Trendlines.* The Existing Conditions and Future Trendlines reports summarized the best available information on existing conditions and future trendlines for the Transportation, Environment, Recreation, and Economy Systems of the Central Wasatch mountains. This information helped to identify the key needs and opportunities for each system; inform the development of a vision, goals and metrics; and establish a baseline against which to compare potential projects.
- *Vision, Goals, and Metrics.* Each System Group developed a Vision Statement that articulated a shared description of the desired future state of their respective System in the Central Wasatch. The Vision was meant to reflect the community's values and highest desires for that System. The Goals describe the specific desired outcomes that can be accomplished through the proposed actions that will be recommended through Mountain Accord. The Metrics are essentially the criteria for evaluating potential proposed projects. They will be used to measure how well proposed actions (project and policy proposals) address the Goals, using data or information that is available in Phase One.
- *Ideal Systems.* To move toward a proposed Blueprint for the Central Wasatch Mountains, each System Group was asked to consider their system in a perfect world, taking into consideration the group's Vision, Goals and Metrics. These ambitions are reflected in each group's Ideal System.

Building on the work for the four System Groups, all four Ideal Systems were merged into one scenario. The scenario highlighted areas of agreement and areas of conflict between the systems. The refinement and resolution of those areas in evaluation with each System Group's ideas yielded a proposed Blueprint for the Central Wasatch. The objective of the proposed Blueprint is to meet Mountain Accord's purposes, which include stewardship of natural and water resources, preservation of quality recreation experiences, establishing an environmentally sustainable transportation system, and

contributing to a vibrant economy. The proposed Blueprint was distributed to the public for comment on February 4, 2015, with the public comment deadline May 1<sup>st</sup> 2015. The Blueprint is expected to be refined based on public input, and finalized by summer 2015.

The proposed actions described in the Final Blueprint will be carried forward into Phase Two, which is expected to begin fall 2015. During Phase Two, the Mountain Accord project team will work with appropriate agencies and entities to implement the proposed actions identified in Phase One. Some of these actions will require federal funding or federal agency approvals and will be subject to formal review under the National Environmental Policy Act (NEPA). This may require that detailed analysis of the actions and their environmental impacts be recorded in a document such as an Environmental Impact Statement (EIS), and actions finalized in a Record of Decision.

Other proposed actions that do not require federal agency approvals or funding will move forward under the authority of appropriate state or local agencies during this phase. Phase Two will provide additional opportunities for public involvement and feedback.

## **PUBLIC PROCESS:**

### ***Early Scoping Period***

An early scoping period was held January 21 to March 28, 2014 to gather public input as Mountain Accord started to design the process and scope of the effort. Outreach efforts included public open houses that were held on February 4th in Park City and February 5th in Salt Lake City. Meeting attendees were encouraged to submit written comments or to submit comments online. The majority of public comments received during this period were submitted online via the project website, email address, and Salt Lake City's Open City Hall. Additional in-person outreach was conducted by Mayor Becker's office at pop-up presentations at local businesses. The Town of Alta also held an educational open house and Park City highlighted the Mountain Accord at a Community Events open house.

### ***System Group Milestones***

Each Milestone Report was accompanied by a public comment period where the public was engaged to review and give input on the work of the System Groups. The Reports were posted on the Mountain Accord website, as well as Salt Lake City's Open City Hall. The public comment periods have been advertised via social media; emails to public and professional organizations; through agency websites, social media platforms, and newsletters; radio public service announcements; and other public notices.

- *Existing Conditions and Future Trendlines:* These reports were made available to the public on the project's website for review and comment from April 18 – May 2, 2014. In addition, a Stakeholder Forum was held on May 5, 2014.
- *Vision, Goals, and Metrics:* This Milestone Report was made available for public review and comment from July 28 – August 8, 2014. It was available on the Mountain Accord website, as well as Salt Lake City's Open City Hall. In addition, a Stakeholder Forum was held on August 11, 2014.

- *Ideal Systems*: The public was invited to review and comment on a draft of the Ideal Systems document between October 3 and November 20, 2014. It was available on the Mountain Accord website, as well as Salt Lake City's Open City Hall. In addition, a stakeholder forum was held October 14, 2014.

Additional outreach efforts conducted during the System Group process and public comment periods included dozens of meetings and public events designed to engage the general public, stakeholder groups, and organizations at the governmental, business, non-profit, and community levels.

### ***Proposed Blueprint***

Mountain Accord held open houses in mid-February in Salt Lake County and Park City to present the proposed Blueprint and gather public feedback. Mountain Accord has also hosted dozens of smaller stakeholder gatherings that focused on particular aspects of the Blueprint, or for meetings with specific community groups. The feedback received is being considered by the Executive Board and incorporated into the final Blueprint, which is expected to be finalized this summer. The proposed Blueprint for the Central Wasatch is available for public comment from February 4 through May 1, 2015.

To inform and engage the public about the proposed Blueprint, it has been advertised via social media, emails to public and professional organizations, through agency websites, radio public service announcements, and other public notices. In addition, the proposed Blueprint is available on the Mountain Accord website and has been presented at a number of open houses and other public events to reach as broad an audience as possible.

Salt Lake City staff has presented to Salt Lake City's boards and commissions throughout Phase One to familiarize them with Mountain Accord and provide opportunities for feedback. These advisory entities include the Transportation Advisory Board, the Airport Board, the Public Utilities Advisory Committee, the Business Advisory Board, and the Planning Commission.



Resolution No. \_\_\_\_\_ of 2015

Authorizing the Approval of a  
Interlocal Program and Funding Agreement  
For Mountain Accord Phase II

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, Cottonwood Heights (“Cottonwood Heights”), Draper City (“Draper”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSL”), Park City Municipal Corporation (“Park City”), Sandy City (“Sandy”), Salt Lake City (“SLC”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), and Wasatch County (“Wasatch County”) (collectively referred to as the “Parties”) are all public entities that desire to enter into such a cooperative agreement; and

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

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

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



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

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

WHEREAS, the Parties have previously entered into a Program and Funding Agreement for Wasatch Summit Phase I, dated February 3, 2014, which established a Mountain Accord Program Charter dated February 2014 ("Program Charter"); and

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive regional, long-term review of various land protection, land use, and transportation solutions in the central Wasatch Mountains as set forth in the Program Charter, which recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities; and

WHEREAS, Salt Lake City has particular interest in the process because of its water resources, wildlife and other natural resource values related to the Central Wasatch Mountains and would benefit from a robust regional planning and decision-making process concerning various potential land preservation, land use, and transportation actions; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement to provide for a transition from Phase I into Phase II, and to define their respective roles and responsibilities with respect to Phase II; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

Interlocal Program and Funding Agreement –  
Mountain Accord Phase II.

2. The effective date of the agreement shall be the date it is signed and recorded (where applicable) by all parties to the agreement.

3. Ralph E. Becker, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:



\_\_\_\_\_  
DEPUTY SALT LAKE CITY ATTORNEY

HB\_ATTYY-#45727-v1-Resolution\_For\_Interlocal\_Agreement\_for\_Mountain\_Accord\_Phase\_II

## **PROGRAM AND FUNDING AGREEMENT**

### **Mountain Accord Phase II**

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

### RECITALS

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

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

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

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

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

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

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

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

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

## AGREEMENT

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

### 1. PROGRAM DESCRIPTION.

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

## Phase II.

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### 15. DISPUTE RESOLUTION

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

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

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

UDOT

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

Copy to:

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

UTA

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

Copy to:

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

SALT LAKE CITY

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

Copies to:

Salt Lake City Attorney

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

And

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

COTTONWOOD HEIGHTS

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

Copy to:

c/o Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Telephone: (801) 530-7300  
Facsimile: (801) 364-9127  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

ALTA

Mayor Tom Pollard  
Town of Alta  
P.O. Box 8016  
Alta, UT 84052  
Telephone: (801) 363-5105  
Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

PARK CITY

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

Copies to:

Diane Foster, City Manager

Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

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

#### SANDY CITY

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

Copy to:

John Hiskey  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070  
Telephone: (801) 568-7104  
Email: [jhiskey@sandy.utah.gov](mailto:jhiskey@sandy.utah.gov)

#### SALT LAKE COUNTY

Mayor Ben McAdams  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [ben@slco.org](mailto:ben@slco.org)

Copy to:

Kimberly Barnett  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [kbarnett@slco.org](mailto:kbarnett@slco.org)

#### SUMMIT COUNTY

Christopher Robinson  
Summit County Council  
P.O. Box 982288



Park City, Utah 84098  
Email: [cfrobinson@summitcounty.org](mailto:cfrobinson@summitcounty.org)

Copy to:

Tom Fisher  
Summit County Manager  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017  
Email: [tfisher@summitcounty.org](mailto:tfisher@summitcounty.org)

WASATCH COUNTY

Council Member Michael Kohler  
25 North Main Street  
Heber City, Utah 84032

Copy to:

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

MWDSLS

Michael L. Wilson  
Metropolitan Water District of Salt Lake  
& Sandy  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Telephone: (801) 942-9685  
Email: [wilson@mwdsls.org](mailto:wilson@mwdsls.org)

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

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

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

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

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

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

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

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

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

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

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

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

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

UTAH DEPARTMENT OF  
TRANSPORTATION

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Nathan Lee, Region 2 Director

Approved as to Form

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

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

SALT LAKE COUNTY

\_\_\_\_\_  
Ben McAdams, Mayor

Approved as to Form

\_\_\_\_\_

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

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

SUMMIT COUNTY

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

Approved as to Form

\_\_\_\_\_

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

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

SALT LAKE CITY

\_\_\_\_\_  
Ralph Becker, Mayor

Approved as to Form

\_\_\_\_\_



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

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

CITY OF SANDY

\_\_\_\_\_  
Tom Dolan, Mayor

Approved as to Form

\_\_\_\_\_

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

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

COTTONWOOD HEIGHTS

ATTEST:

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

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

Approved as to Form

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

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

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

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Jack Thomas, Mayor

Approved as to Form

\_\_\_\_\_

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

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

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Michael Allegra, President/CEO

\_\_\_\_\_  
Matt Sibul, Chief Planning Officer

Approved as to Form

\_\_\_\_\_

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

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

TOWN OF ALTA

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

Approved as to Form

\_\_\_\_\_

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

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

WASATCH COUNTY

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

Approved as to Form:

\_\_\_\_\_



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

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

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

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

Approved as to Form:

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

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

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

DRAPER CITY

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

Approved as to Form:

\_\_\_\_\_