



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Agenda

City Council

Scott Cowdell, District 1
Maren Barker, District 2
Kristin Coleman-Nicholl, District 3
Chris McCandless, District 4
Steve Fairbanks, At-large
Linda Martinez Saville, At-large
Stephen P. Smith, At-large

Tuesday, May 2, 2017

5:15 PM

Council Chambers

Web address to view complete packet: <http://sandyutah.legistar.com>

The Sandy City Council has adopted Rules of Procedure which are available at the rear of the Council Chambers and online at: <http://sandy.utah.gov/government/city-council/procedure-guidelines.html>. Public comments during the Citizen Comment portion of the City Council meeting, or those offered during a Public Hearing may not exceed 3 minutes. If you wish to comment on a public hearing item(s), please hold your comments until that item is being discussed. Work Session items may or may not occur prior to 7:00 PM. Items not concluded during the Work Session will occur in the regular Council Meeting at the conclusion of other official business. Consent Calendar items have been previously considered or are otherwise routine in nature and will be considered in a single motion unless a Council Member wishes to discuss an item separately. In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (801) 568-7141.

4:30 Dinner

5:15 Work Session

Agenda Planning Calendar Review

Council Member Business

Council Office Director's Report

Mayor's Report

CAO Report

Information Items

1. **17-116** Justice Court briefing the Council on the FY 2017-18 Justice Court budget.
2. **17-117** City Attorney's Office briefing the Council on the FY 2017-18 City Attorney budget.

3. **17-115** Administration briefing the Council on the Central Wasatch Commission Interlocal Agreement and Transfer Agreement

7:00 Council Meeting

Roll Call

Opening Remarks / Prayer / Pledge of Allegiance

Citizen Comments

Consent Calendar

4. **17-110** Approval of the April 18, 2017 Minutes.

Attachments: April 18, 2017 Minutes.pdf

7:05 Public Hearing(s)

5. **ANEX-3-17-5** Community Development Department recommending the City Council approve the Mock Annexation (R-1-15) Zone - 3202 East 10000 South.

Attachments: Staff report.pdf
 Ordinance 17-15.pdf

6. [**CODE-3-17-5**](#) Community Development Department briefing the City Council on proposed changes for Temporary Signs for Multi-Family Projects, Amendments to Title 15A, Chapter 26, Signage and Outdoor Advertising, Land Development Code, Revised Ordinances of Sandy City, 2008.

Attachments: [MEMORANDUM for CC revised.pdf](#)
 [17-13ordinance.pdf](#)

7. **CODE-3-17-5** Community Development Department recommending the City Council adopt amendments to include a hearing officer for reasonable accommodation requests, Title 15A, Chapter 3, Officers, Boards and Commissions, Chapter 11, Special Uses, Land Development Code, Revised Ordinances of Sandy City, 2008.

Attachments: staff report after PC.pdf
 17-14_1ordinance.pdf

Council Items

8. **17-112** Administration recommending the City Council adopt the Central Wasatch Commission Interlocal Agreement.
- Attachments: Council Briefing Memo
 Salt Lake County Fact Sheet
 CWC Redline Interlocal
 CWC Final Execution Interlocal
 City Resolution 17-20c
 Updated CWC Map
9. **17-113** Administration recommending the City Council adopt the Central Wasatch Commission Transfer Agreement.
- Attachments: City Resolution 17-21c
 CWC Transfer Agreement
 Mt-Accord-Financial-Transparency-Report
10. **17-118** Possible Closed Session to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares.
11. **17-109** City Council Office briefing the Council on the FY 2017-18 City Council Office budget.
- Attachments: FY 2017-18 Council Office Budget Presentation
12. **17-119** Councilman Smith proposes to re-open the water bond parameters resolution and amend the parameters, changing the authorized issuance amount from approximately \$7,000,000 to approximately \$10,000,000.

Completion of reports and other items not held in the Work Session.

Adjournment



Staff Report

File #: 17-116, **Version:** 1

Date: 5/2/2017

Agenda Item Title:

Justice Court briefing the Council on the FY 2017-18 Justice Court budget.

Presenter:

Jay Carey

Recommended Action and/or Suggested Motion:

Discussion only.



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Staff Report

File #: 17-117, Version: 1

Date: 5/2/2017

Agenda Item Title:

City Attorney's Office briefing the Council on the FY 2017-18 City Attorney budget.

Presenter:

Rob Wall

Recommended Action and/or Suggested Motion:

Discussion only.



Staff Report

File #: 17-115, Version: 1

Date: 5/2/2017

Agenda Item Title:

Administration briefing the Council on the Central Wasatch Commission Interlocal Agreement and Transfer Agreement

Presenter:

Dan Hartman & Nicole Martin

Description/Background:

This is a Work Session briefing for two items scheduled for this Council Meeting agenda. Background and attachments can be found in those items.

Further action to be taken:

Following the Work Session briefing, the Council will consider adoption of the Central Wasatch ILA and Transfer Agreement.

Recommended Action and/or Suggested Motion:

Discussion only.



Staff Report

File #: 17-110, **Version:** 1

Date: 5/2/2017

Approval of the April 18, 2017 Minutes.

Motion to approve the minutes as presented.



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Meeting Minutes

City Council

Scott Cowdell, District 1
Maren Barker, District 2
Kristin Coleman-Nicholl, District 3
Chris McCandless, District 4
Steve Fairbanks, At-large
Linda Martinez Saville, At-large
Stephen P. Smith, At-large

Tuesday, April 18, 2017

5:15 PM

Council Chambers

5:15 Work Session

1. [17-095](#) Bell Canyon Trailhead Tour.

Attachments: [Memo - City Council - Bell Canyon Trailheads Tour](#)
[Bell Canyon Trailhead Tour Docs](#)

The City Council along with members from the Administration participated in a bus tour of the Bell Canyon Trailhead.

Agenda Planning Calendar Review

Chairman Smith reviewed the agenda calendar.

Council Member Business

Chris McCandless presented an article to the Council on how homeownership hits 50-year record lows; restricting economic growth and stalling the American Dream for Millions.

Kris Nicholl presented a letter to the Council from the Granite Community Council on their opposition to the proposed Dimple Dell paved trail. She asked to speak regarding a earlier request of hers for a statistical report from code enforcement similar to an earlier report that was presented by the Police Department.

Maren Barker asked that a discussion be scheduled with the Council on the proposed .45 cent street lighting fee increase. She spoke with Shane Pace and Tom Ward regarding options and alternatives.

Council Office Director's Report

Mike Applegarth briefed the Council on a constituent complaint regarding a gopher infestation on a parcel of UDOT property. Mr. Applegarth was happy to report that UDOT responded and has hired a pest control company to handle the problem. Mr. Applegarth stated, " This was a slam dunk response".

Chris McCandless felt that neighborhoods should be advised when poison is being used in order to help protect animals who may run lose.

Mayor's Report

Mayor Dolan reported on a Charette he attended on Dry Creek. He will bring back the ideas that were discussed and presented at a later date. He noted that he will be speaking with two development groups regarding the Horman property.

CAO Report

Korban Lee reported that Sandy City will be hosting the 2017 ICMA Mountain Plains Regional Summit May 4-5, 2017 at Sandy City Hall. Meetings will be held in the Council Overflow.

Information Items

2. [17-096](#) Finance Department and Public Utilities Department briefing the City Council on the proposed the issuance of approximately \$7,200,000 Water Revenue Bonds.

Chairman Smith requested a briefing on the proposed issuance of approximately \$7,200,000 Water Revenue Bonds. The Council adopted the Parameters Resolution back on March 28, 2017.

Brian Kelley noted that the parameters resolution set the public hearing date for this evening's (April 18th) Council Meeting. No action is required from the Council. The public hearing is for any citizens who wish to make comments on the water revenue bonds.

Public Utilities Director Tom Ward noted that once the authorization within the bonds is approved, the bonds will go out to bid. Construction could begin on the water tank this summer.

Council questions were entertained.

Kris Coleman Nicholl made the motion seconded by Maren Barker to recess Work Session. The Council responded in favor.

Yes: 6 - Maren Barker
Kristin Coleman-Nicholl
Chris McCandless
Steve Fairbanks
Linda Martinez Saville
Stephen P. Smith

Absent: 1 - Scott Cowdell

3. [17-093](#) City Council Office introducing new Management Analyst Dustin Fratto.

Michael Applegarth introduced Dustin Fratto who was hired as the new Management Analyst for the Council. Mr. Applegarth stated that he is "very excited to have him, and that he will be a fantastic member of the team".

Dustin Fratto addressed the Council. He stated that he is excited to be part of Sandy.

7:00 Council Meeting

Roll Call

Council Office Director Michael Applegarth

Council Office Analyst Dustin Fratto

Administration:

Mayor Tom Dolan

CAO Scott Bond

Deputy to the Mayor Nicole Martin

Assistant CAO Shane Pace

Assistant CAO Korban Lee

City Attorney Rob Wall

Community Development Director James Sorensen

Administrative Services Director Brian Kelley

Fire Chief Bruce Cline

Parks & Recreation Director Scott Earl

Police Chief Kevin Thacker

Public Utilities Director Tom Ward

Public Works Director Mike Gladbach

Opening Remarks / Prayer / Pledge of Allegiance

Chairman Stephen P. Smith welcomed all those in attendance.

Jarius McGuire offered the opening prayer.

Campbell Mishmash led the audience in the pledge.

Both Scouts represented Troop 533.

Consent Calendar

Approval of the Consent Calendar

A motion was made by Kristin Coleman-Nicholl, seconded by Steve Fairbanks, to approve the Consent Calendar. The motion carried by the following vote:

Yes: 6 - Maren Barker
Kristin Coleman-Nicholl
Chris McCandless
Steve Fairbanks
Linda Martinez Saville
Stephen P. Smith

Absent: 1 - Scott Cowdell

4. [17-083](#) Approval of the March 7, 2017 Meeting Minutes.

Attachments: [March 7, 2017 Minutes.pdf](#)

Item approved.

5. [17-084](#) Approval of the March 14, 2017 Minutes

Attachments: [March 14, 2017 Minutes.pdf](#)

Item approved.

6. [17-085](#) Approval of the March 21, 2017 Minutes.

Attachments: [March 21, 2017 Minutes .pdf](#)

Item approved.

7. [17-087](#) Approval of the March 28, 2017 Minutes.

Attachments: [March 28, 2017 Minutes.pdf](#)

Item approved.

8. [17-090](#) Approval of the March 31, 2017 Minutes.

Attachments: [March 31, 2017 Minutes.pdf](#)

Item approved.

Citizen Comments

Kathy Stark, 9095 South Enchanted Oak Lane, asked for an update on Bonanza Flats. She stated that it looked like Sandy pitched in. She thanked the City.

Chris McCandless stated that several entities in the Wasatch County area have made contributions including the Metropolitan Water Board. He was glad to see our trustees step up. This is a critical piece of land.

Oly Mitchell, 11160 Susan Drive, horse owner, utilizes Dimple Dell and enjoys the open space. He asked the Council to keep this area as unpaved space.

Mr. Mitchell also addressed a piece of ground located west of 17th East on the corner of 106th South by the Larkin Mortuary. There is a bridal path that goes behind a subdivision, and neighbors are encroaching on the bridal path, which has shrunk in half. He asked the City to be aware of preserving open space since it is impossible to put back.

Chris McCandless reported that this is private property and the City does not have the

authority to do anything. There are three to four homeowner associations associated with this development. The property owners who abut the bridal path want to take 50% of the trail for a bridal path which has been in use since 1974. They contacted Mr. McCandless and asked if the city could help. The City does not have any jurisdictional authority to do anything. This is a private property and easement issue. He promoted the idea of getting everyone involved together to work out a peaceful resolution. However, he understands that it has turned into a lawsuit.

Oly Mitchell felt that wider gates may be able to be installed once the issue has been resolved.

Citizen Comments closed.

Maren Barker asked if the Council would be willing to hold further discussion on the water bond. Chairman Smith asked if anyone was opposed.

The majority of the Council did not feel that further discussion was necessary.

7:05 Public Hearing(s)

9. [17-044](#) Public hearing to receive input from the public with respect to (a) the issuance of approximately \$7,200,000 Water Revenue Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of said bonds will have on the private sector.

Attachments: [Memo to Council - Public Utilities Bond projects - Flat Iron Tank and Well 3-9-17 FINAL w signature](#)
[Third Supplemental Indenture of Trust - Sandy City Water Revenue Bonds, Series 2017](#)
[Bond Purchase Agreement - Sandy Water Revenue Bonds 2017_1](#)
[Preliminary Official Statement - Sandy City Water Revenue Bonds 2017 - DRAFT 03-09-2017 v1](#)
[Calendar of Events - Draft 3.10.17](#)
[Summary of Structuring Scenarios 3.10.2017](#)
[Water Debt Service Coverage Table 3.10.2017](#)
[Executed Resolution #17-15C](#)
[Executed Resolution #17-11C](#)
[Public Hearing Minutes - Sandy Water Revenue 2017](#)

Brian Kelley explained that the bond is for replacement and restoration of the Flat Iron well. A public hearing and public comment is required for the issuance of the bond, which will not exceed \$7,200,000. The bond term is for 15 years at a 2.7% interest rate. They project that the bond will go to the market in early June or July.

Tom Ward explained the condition of the two water tanks at Flat Iron Park. The tanks are 50 years old and do not meet current seismic standards. The cost to paint the tank along is one million dollars. Staff came up with a plan to build a 5 million gallon tank which would meet the need for growth and water storage in the City..

Chairman Smith opened the Public Hearing.

Kathy Stark, 9095 Enchanted Oak Lane, was hopeful the City would use more forethought when it comes time to plan for future repairs on the water tanks.

Steve Van Maren 11039 Lexington Circle, felt that the potential water rate increase would have an effect on the private sector. Water rates go up over time and consumption goes down. It seems to be a never ending cycle.

Chairman Smith closed the hearing.

Adjournment

The meeting adjourned at approximately 7:20 p.m. by Steve Fairbanks. The next scheduled meeting of the City Council is Tuesday, April 25, 2017 at 7:00 p.m.

Stephen P. Smith, Chair
Sandy City Council

Pam Lehman
Meeting Clerk



Staff Report

File #: ANEX-3-17-5241,
Version: 1

Date: 5/2/2017

Agenda Item Title:

Community Development Department recommending the City Council approve the Mock Annexation (R-1-15) Zone - 3202 East 10000 South.

Brian McCuiston

Description/Background:

David Mock is requesting annexation for properties located at approximately 3202 East 10000 South. The area under consideration for annexation contains thirteen parcels with different owners and is approximately 7.84 acres. Twelve of the parcels are privately owned and one is publicly owned. Six of the parcels have residential dwellings on them, while the others are vacant. The applicant is proposing to annex these properties into the City and is requesting the R-1-15 zone (single family residential on a minimum of 15,000 square foot lots). Seven private property owners have consented to be annexed. Two property owners have not signed a consent form, but have been contacted and are aware of the proposed annexation request.

Recommended Action and/or Suggested Motion:

It is recommended that the Sandy City Council approve the Mock Annexation and be zoned R-1-15 based upon the findings listed in the staff report. The Planning Commission reviewed this request on April 20, 2017 and is forwarding a positive recommendation to approve the annexation with the R-1-15 Zone.



Community Development Department

Tom Dolan
Mayor

Scott J. Bond
Chief Administrative Officer

James L. Sorensen
Director

MEMORANDUM

April 10, 2017

To: City Council via Planning Commission
 From: Community Development Department
 Subject: **Mock Annexation (R-1-15) Zone** 7.84 Acres
 3202 East 10000 South [Little Cottonwood, Community #20] ANEX-3-17-5241

HEARING NOTICE: *This item has been noticed to property owners within 300 feet of the proposed annexation.*

BACKGROUND

David Mock is requesting annexation for properties located at approximately 3202 East 10000 South. The area under consideration for annexation contains thirteen parcels with different owners. Twelve of the parcels are privately owned and one is publicly owned. Six of the parcels have residential dwellings on them, while the others are vacant. The applicant is proposing to annex these properties into the City and is requesting the R-1-15 zone (single family residential on a minimum of 15,000 square foot lots). Seven private property owners have consented to be annexed. Two property owners have not signed a consent form, but have been contacted and are aware of the proposed annexation request.

The subject properties are bordered by Sandy City on four sides.

ANALYSIS

The annexation is being considered by the City for the following reasons:

1. The area is **contiguous** to the Sandy City boundary (four sides).
2. The properties are located within an area designated in the **Sandy City General Plan** for incorporation.
3. The City is presently providing culinary **water, fire service and emergency medical service** to this area.

4. The City can provide a high level of other **municipal services** to these properties.

General Plan

Portions of the **Sandy City General Plan** which relate to this application are as follows:

- p.43 *Recognize that economics alone is not sufficient reason to alter established neighborhoods. Human and environmental impacts also should be recognized.*
- p.44 *Require proposed zoning changes to be in harmony with established neighborhoods.*

Zoning

The subject property is currently zoned R-1-15 in Salt Lake County. The R-1-15 Zone allows single family dwellings on minimum 15,000 square foot lots. In general, when Sandy City annexes a property into the City from Salt Lake County we have always been sensitive to what the property was zoned in the County. In most cases we have been able to zone property to a comparable zone as we annex them into the City. As we have done this we have taken into account the existing properties that are adjacent to the area being annexed and try to assure that the annexed area is compatible with the existing area.

As we annex these parcels into Sandy City, staff is recommending that they be zoned R-1-15. Staff feels that the R-1-15 Zone is appropriate for these parcels.

STAFF RECOMMENDATION

It is recommended that the Planning Commission send a positive recommendation to the City Council that the Mock Annexation be approved and zoned R-1-15 based upon the following findings:

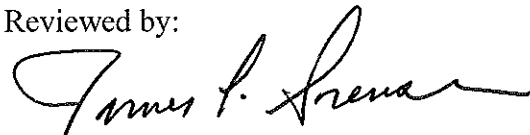
1. The area is **contiguous** to the Sandy City boundary (four sides).
2. The properties are located within an area designated in the **Sandy City General Plan** for incorporation.
3. The City is presently providing culinary **water, fire service and emergency medical service** to this area.
4. The City can provide a high level of other **municipal services** to these properties.
5. The R-1-15 Zone is appropriate for these parcels based upon the surrounding land uses.

Planner:



Brian McCuiston
Planning Director

Reviewed by:



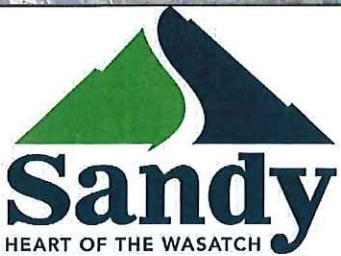
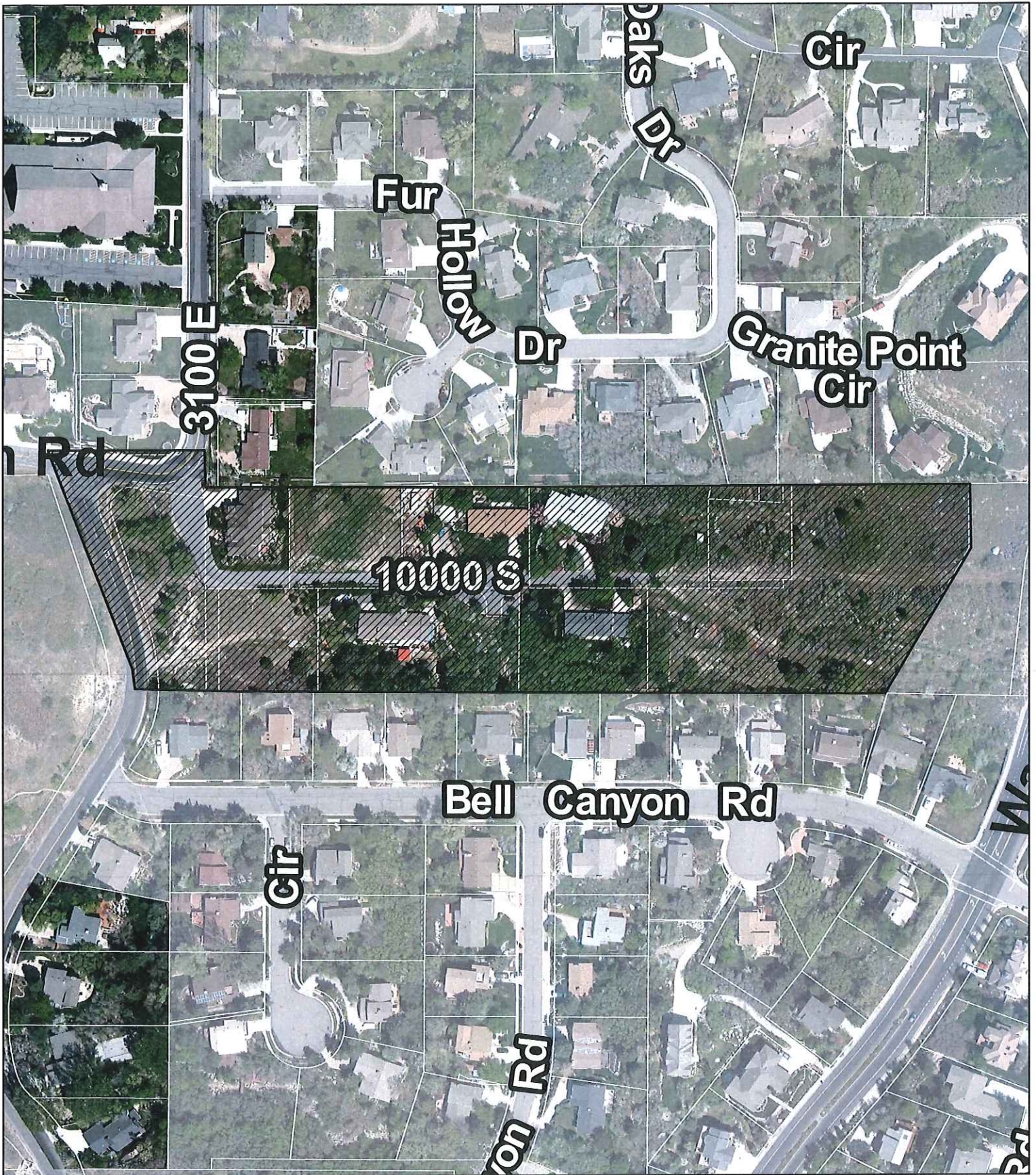
James Sorensen
Community Development Director

Legal Review:

Darien Alcorn
City Attorney

Mock Annexation

<u>Property Owner</u>	<u>Sidwell Number</u>	<u>Market Value (2016)</u>	<u>Acres</u>
Wasatch Overlook, LLC	28-11-404-021	\$618,300	2.02
Susan Marshall and Ray Dodd	28-11-405-032	\$452,700	.79
Susan Marshall and Ray Dodd	28-11-405-035	\$39,300	.30
Susan Marshall and Ray Dodd	28-11-405-027	\$2,600	.01
Ronald and Danece Mangone	28-11-405-026	\$7,900	.03
David Mock	28-11-404-020	\$5,300	.02
David Mock	28-11-404-018	\$468,400	.60
Moka Investments Company	28-11-404-017	\$405,900	.90
Terry Trost	28-11-405-008	\$327,700	.55
Vaselis and Michelle Lyhnakis	28-11-405-034	\$1,081,200	.50
Talon Management, LLC	28-11-405-033	\$828,600	.37
Marci Adams	28-11-404-015	\$303,400	.50
Salt Lake County	28-11-329-001	\$44,500	.34



Mock Annexation 3202 E. 10000 S.

PRODUCED BY
THE COMMUNITY DEVELOPMENT DEPARTMENT
ANDREW KING, SENIOR PLANNER

MOCK ANNEXATION
RESOLUTION # 17-13c

A RESOLUTION INDICATING INTENT TO ANNEX
AN UNINCORPORATED AREA, SETTING A HEARING
TO CONSIDER SUCH AN ANNEXATION, AND
DIRECTING PUBLICATION OF HEARING NOTICE.

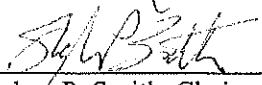
The City Council of Sandy City, State of Utah, finds and determines as follows:

1. Sandy City ("City") desires to annex a certain contiguous unincorporated area, totaling approximately 7.84 acres, located at approximately 3202 East 10000 South in Salt Lake County, Utah, and more specifically described in the description attached hereto as Appendix "A".
2. The City is authorized to annex the area without a petition pursuant to Utah Code Annotated §10-2-418.
3. The annexation of that portion of an island or peninsula, leaving unincorporated the remainder of that island or peninsula, is in the City's best interests.

NOW, THEREFORE, BET IT RESOLVED by the City Council of Sandy City, Utah that it does hereby:

1. Indicate the City Council's intent to annex the area described in Appendix "A".
2. Determine that not annexing the entire unincorporated island or unincorporated peninsula is in the City's best interest.
3. Set a public hearing for May 2, 2017, at 7:05 p.m. to consider the annexation.
4. Direct the City Recorder to publish and send notice of such hearing in accordance with Utah Code Annotated §10-2-418.

ADOPTED by the Sandy City Council this 28th day of March, 2017.



Stephen P. Smith, Chair
Sandy City Council

ATTEST:



City Recorder

RECORDED this 30th day of March, 2017.



**Appendix A
of Resolution #17-13c**

**MOCK ANNEXATION DESCRIPTION
MARCH 6, 2016**

Beginning at the southeast corner of the DIMPLE DELL ESTATES ANNEXATION to Sandy City, according to the official plat thereof recorded August 30, 2002 as Entry No. 8338339 in Book 2002P of plats at Page 238 in the office of the Salt Lake County Recorder, said point lies, South 990.00 feet from the Center Quarter Corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence departing from the current Sandy City boundary, East 8.36 feet, more or less, to intersect the quarter section line; thence along said quarter section line, South 0°29'01" East 49.47 feet, more or less to the northwest corner of CARDIFF ESTATES SUBDIVISION AMENDED, recorded June 6, 2012 as Entry No. 11405511 in Book 2012P of plats at Page 73 in the office of said Salt Lake County Recorder; thence along the northerly boundary of said CARDIFF ESTATES SUBDIVISION AMENDED, North 89°30'59" East 150.41 feet, more or less; thence North 0°58'00" East 1.03 feet, more or less, to the southwest corner of the FUR HOLLOW ANNEXATION to Sandy City, recorded July 23, 2013 as Entry No. 11690058 in Book 2013P of plats at Page 140 in the office of said Salt Lake County Recorder; thence along the current Sandy City boundary established by said FUR HOLLOW ANNEXATION, North 89°40'00" East 572.50 feet to the southwest corner of the GRANITE POINT ANNEXATION to Sandy City, recorded October 24, 2013 as Entry No. 11747586 in Book 2013P of plats at Page 224 in the office of said Salt Lake County Recorder; thence along the current Sandy City boundary established by said GRANITE POINT ANNEXATION, North 89° 40'00" East 330.99 feet, more or less, to a point in the current Sandy City boundary established by the GARSIDE ANNEXATION to Sandy City, recorded December 29, 2014 as Entry No. 11969103 in Book 2014P of plats at Page 325 in the office of said Salt Lake County Recorder; thence along the current Sandy City Boundary as established by said GARSIDE ANNEXATION the following three (3) courses: (1) South 38.41 feet; (2) South 0°29'01" East 51.23 feet; (3) South 30°13'23" West 231.80 feet, more or less, to the northerly boundary of the BELL CANYON ROAD ANNEXATION to Sandy City, recorded December 17, 2009 as Entry No. 10861404 in Book 2009 of plats at Page 184 in the office of said Salt Lake County Recorder; thence along the current Sandy City boundary as established by said BELL CANYON ROAD ANNEXATION the following three (3) courses: (1) North 89°53'54" West 298.15 feet, more or less; (2) North 1.13 feet; (3) West 741.74 feet to the centerline of Dimple Dell Road and the easterly boundary of the DIMPLE DELL ANNEXATION TO SANDY CITY AMENDED, recorded July 18, 2005 as Entry No. 9435231 in Book 2005P of plats at Page 211 in the office of said Salt Lake County Recorder; thence along said centerline of Dimple Dell Road and the current Sandy City Boundary as established by said DIMPLE DELL ANNEXATION TO SANDY CITY AMENDED the following two (2) courses: (1) Northwesterly 44.84 feet along the arc of a 120.46 foot radius non-tangent curve to the left whose center bears South 89°58'05" West 120.46 feet, has a central angle of 21°19'40" and a chord bearing and length of North 10°41'46" West 44.58 feet; (2) North 21°21'35" West 307.50 feet, more or less, (record = 303.38 feet) to intersect the southerly boundary of said DIMPLE DELL ESTATES ANNEXATION; thence along the current Sandy City boundary as established by said DIMPLE DELL ESTATES ANNEXATION, East 213.74 feet, more or less, (record = 215.48 feet) to the Point of Beginning.

The above described area contains approximately 7.84 acres.

ORDINANCE # 17-15 _____

AN ORDINANCE ANNEXING TERRITORY LOCATED AT APPROXIMATELY
3202 EAST 10000 SOUTH IN SALT LAKE COUNTY, COMPRISING
APPROXIMATELY 7.84 ACRES INTO SANDY CITY; ESTABLISHING ZONING
FOR THE ANNEXED PROPERTIES; ALSO PROVIDING A SEVERANCE AND
EFFECTIVE DATE FOR THE ANNEXATION

The Sandy City Council finds:

1. Section 10-2-418, Utah Code Annotated, authorizes the City to annex contiguous areas within unincorporated county islands without a petition if it satisfies certain statutory requirements.
2. The City has complied with all statutory requirements, in that: (1) the areas proposed to be annexed, located at approximately 3202 East 10000 South in Salt Lake County, comprising approximately 7.84 acres ("Areas"), are contiguous areas and are contiguous to the City; (2) the Areas consists of a portion of one or more unincorporated Salt Lake County islands within or unincorporated peninsulas contiguous to the City, which have fewer than 800 residents; (3) the majority of the island or peninsula consists of residential or commercial development; (4) the Areas require the delivery of municipal-type services; and (6) the City has provided one or more municipal-type services to the island or peninsula and to the Areas for more than one year.
3. On March 28, 2017, the City adopted Resolution 17-13c, attached hereto as **Exhibit "A"**, describing the Area and indicating the City's intent to annex the Area. The City determined that not annexing the entire island or peninsula was in its best interest.
4. The City published Notice to hold a public hearing on the proposed annexation of the Area. The Notice was published at least once a week for three successive weeks in a newspaper of general circulation within the City and within the Area, and the City sent written notice to the board of each special district whose boundaries contain some or all of the Area, and to the Salt Lake County legislative body. The Notice, a copy of which is attached hereto as **Exhibit "B"**, complied with all statutory requirements.
5. On or about May 2, 2017, the City Council held a public hearing on the proposed annexation. Prior to the public hearing, the owners of at least 75% of the total private land area representing at least 75% of the value of the private real property within the Areas consented in writing to the annexation. Such consent is attached hereto as **Exhibit "C"**. As such, the City may adopt an ordinance annexing the Areas without allowing or considering protests and the Areas are conclusively presumed to be annexed, as per Section 10-2-418(3)(b), Utah Code Annotated. Only those property owners living within the area proposed for annexation have standing to protest the

proposed annexation, as per Section 10-2-418 (2)(b)(iv), Utah Code Annotated.

6. The annexation of the Areas is completed and takes effect on the date of the lieutenant governor's issuance of a certificate of annexation as per Section 10-2-425(4), Utah Code Annotated.

NOW, THEREFORE, BE IT ORDAINED by the City Council that it does hereby:

1. Adopt an ordinance annexing the Areas as shown in Exhibit "A" and on the plat filed in the office of the Sandy City Recorder.
2. Determine that not annexing the entire island or peninsula is in the City's best interest.
3. Zone the Areas to an R-1-15.
4. Confirm that, pursuant to Section 10-2-425(4), Utah Code Annotated, this annexation is completed and takes effect upon the date of the lieutenant governor's issuance of a certification of annexation.
5. Declare that all parts of this ordinance are severable and that if the annexation of the Areas shall, for any reason, be held to be invalid or unenforceable, this shall not affect the validity of any associated or subsequent annexation.
6. Affirm that this ordinance shall become effective upon publication as provided by law.

PASSED AND APPROVED by vote of the Sandy City Council this _____ day of _____, 2017.

ATTEST:

City Recorder

Chair, Sandy City Council

Mayor, Sandy City

PRESENTED to the Mayor of Sandy City this _____ day of _____, 2017.

APPROVED by the Mayor of Sandy City this _____ day of _____, 2017.

EXHIBIT A

MOCK ANNEXATION
RESOLUTION # 17-13c

A RESOLUTION INDICATING INTENT TO ANNEX
AN UNINCORPORATED AREA, SETTING A HEARING
TO CONSIDER SUCH AN ANNEXATION, AND
DIRECTING PUBLICATION OF HEARING NOTICE.

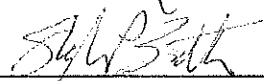
The City Council of Sandy City, State of Utah, finds and determines as follows:

1. Sandy City ("City") desires to annex a certain contiguous unincorporated area, totaling approximately 7.84 acres, located at approximately 3202 East 10000 South in Salt Lake County, Utah, and more specifically described in the description attached hereto as Appendix "A".
2. The City is authorized to annex the area without a petition pursuant to Utah Code Annotated §10-2-418.
3. The annexation of that portion of an island or peninsula, leaving unincorporated the remainder of that island or peninsula, is in the City's best interests.

NOW, THEREFORE, BET IT RESOLVED by the City Council of Sandy City, Utah that it does hereby:

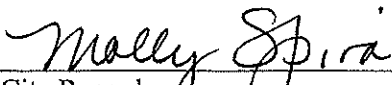
1. Indicate the City Council's intent to annex the area described in Appendix "A".
2. Determine that not annexing the entire unincorporated island or unincorporated peninsula is in the City's best interest.
3. Set a public hearing for May 2, 2017, at 7:05 p.m. to consider the annexation.
4. Direct the City Recorder to publish and send notice of such hearing in accordance with Utah Code Annotated §10-2-418.

ADOPTED by the Sandy City Council this 28th day of March, 2017.



Stephen P. Smith, Chair
Sandy City Council

ATTEST:



City Recorder

RECORDED this 30th day of March, 2017.



**Appendix A
of Resolution #17-13c**

**MOCK ANNEXATION DESCRIPTION
MARCH 6, 2016**

Beginning at the southeast corner of the DIMPLE DELL ESTATES ANNEXATION to Sandy City, according to the official plat thereof recorded August 30, 2002 as Entry No. 8338339 in Book 2002P of plats at Page 238 in the office of the Salt Lake County Recorder, said point lies, South 990.00 feet from the Center Quarter Corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence departing from the current Sandy City boundary, East 8.36 feet, more or less, to intersect the quarter section line; thence along said quarter section line, South 0°29'01" East 49.47 feet, more or less to the northwest corner of CARDIFF ESTATES SUBDIVISION AMENDED, recorded June 6, 2012 as Entry No. 11405511 in Book 2012P of plats at Page 73 in the office of said Salt Lake County Recorder; thence along the northerly boundary of said CARDIFF ESTATES SUBDIVISION AMENDED, North 89°30'59" East 150.41 feet, more or less; thence North 0°58'00" East 1.03 feet, more or less, to the southwest corner of the FUR HOLLOW ANNEXATION to Sandy City, recorded July 23, 2013 as Entry No. 11690058 in Book 2013P of plats at Page 140 in the office of said Salt Lake County Recorder; thence along the current Sandy City boundary established by said FUR HOLLOW ANNEXATION, North 89°40'00" East 572.50 feet to the southwest corner of the GRANITE POINT ANNEXATION to Sandy City, recorded October 24, 2013 as Entry No. 11747586 in Book 2013P of plats at Page 224 in the office of said Salt Lake County Recorder; thence along the current Sandy City boundary established by said GRANITE POINT ANNEXATION, North 89° 40'00" East 330.99 feet, more or less, to a point in the current Sandy City boundary established by the GARSIDE ANNEXATION to Sandy City, recorded December 29, 2014 as Entry No. 11969103 in Book 2014P of plats at Page 325 in the office of said Salt Lake County Recorder; thence along the current Sandy City Boundary as established by said GARSIDE ANNEXATION the following three (3) courses: (1) South 38.41 feet; (2) South 0°29'01" East 51.23 feet; (3) South 30°13'23" West 231.80 feet, more or less, to the northerly boundary of the BELL CANYON ROAD ANNEXATION to Sandy City, recorded December 17, 2009 as Entry No. 10861404 in Book 2009 of plats at Page 184 in the office of said Salt Lake County Recorder; thence along the current Sandy City boundary as established by said BELL CANYON ROAD ANNEXATION the following three (3) courses: (1) North 89°53'54" West 298.15 feet, more or less; (2) North 1.13 feet; (3) West 741.74 feet to the centerline of Dimple Dell Road and the easterly boundary of the DIMPLE DELL ANNEXATION TO SANDY CITY AMENDED, recorded July 18, 2005 as Entry No. 9435231 in Book 2005P of plats at Page 211 in the office of said Salt Lake County Recorder; thence along said centerline of Dimple Dell Road and the current Sandy City Boundary as established by said DIMPLE DELL ANNEXATION TO SANDY CITY AMENDED the following two (2) courses: (1) Northwesterly 44.84 feet along the arc of a 120.46 foot radius non-tangent curve to the left whose center bears South 89°58'05" West 120.46 feet, has a central angle of 21°19'40" and a chord bearing and length of North 10°41'46" West 44.58 feet; (2) North 21°21'35" West 307.50 feet, more or less, (record = 303.38 feet) to intersect the southerly boundary of said DIMPLE DELL ESTATES ANNEXATION; thence along the current Sandy City boundary as established by said DIMPLE DELL ESTATES ANNEXATION, East 213.74 feet, more or less, (record = 215.48 feet) to the Point of Beginning.

The above described area contains approximately 7.84 acres.

Exhibit B

NOTICE OF PUBLIC HEARING

On **Thursday, April 20, 2017**, at approximately 6:15 pm, the Sandy City Planning Commission will consider annexing properties located at approximately 3202 East 10000 South, in Salt Lake County.

The area under consideration for annexation comprises 13 contiguous unincorporated areas, totaling approximately 7.84 acres respectively. It is being proposed to annex these properties to the City with the R-1-15 Zone (single family residential on 15,000 square foot lots).

The Planning Commission will make a recommendation concerning annexation and zoning of these properties and forward them to the City Council. **The Council will hold a public hearing on Tuesday, May 2, 2017 at approximately 7:05 p.m.**, at which time a final decision on the annexation and zoning will be made.

If you have questions or comments concerning this proposal, please attend the Planning Commission Meeting to be held in the City Council Chamber, located on the west end of the main level of City Hall, 10000 South Centennial Parkway (170 West), or please call Brian McCuiston, Planning Director at 568-7268 or by email at: bmcuiston@sandy.utah.gov and he will forward your comments to the Commission.

Posted	March 30, 2017	Sandy City Hall Sandy Parks & Recreation Salt Lake County Library - Sandy Sandy City Website (http://www.sandy.utah.gov) Utah Public Notice Website (http://pmn.utah.gov)
Published	April 6, 2017	Salt Lake Tribune

EXHIBIT C

RECEIVED

JAN 31 2017

SANDY CITY
COMMUNITY DEVELOPMENT

Date: 1/31/2017

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Susan Marshall + Ray Dodd

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3171 E 10,000 S Note: include several parcels

This property is part of an island or peninsula and is contiguous to Sandy City.


I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 303-668-4029

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature


Signature

Date: 1-29-17

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 31 2017
SANDY CITY
COMMUNITY DEVELOPMENT

My name is Vaselis Lyhrakis.

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3149 east 10000 south Sandy, Utah 84092

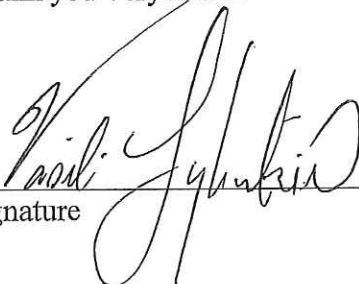
This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 801. 750.6509

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature


Signature

Date: Jan 14, 2017

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 31 2017
SANDY CITY
COMMUNITY DEVELOPMENT

My name is Bruce & Beckie Meisenheimer

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

9979 South 3100 East Sandy, UT 84092

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-718-4996

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Bruce Meisenheimer
Signature 1/14/17

Beckie Meisenheimer
Signature 1-14-2017

Date: Jan. 14, 2017

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 31 2017
SANDY CITY
COMMUNITY DEVELOPMENT

My name is Terry Trost

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3151 E. 10000 So., Sandy, Ut. 84092

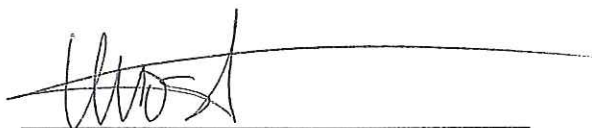
This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-891-5252

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.



Signature

Signature

Date: 1/25/17

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 31 2017
SANDY CITY
COMMUNITY DEVELOPMENT

My name is David Muck, Trustee

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3202 East 10000 South, Sandy, Utah 84092
(formerly 10004 South 3100 East)

This property is part of an island or peninsula and is contiguous to Sandy City.

☒ I (we) **CONSENT** to have Sandy City annex this property.

☒ I (we) can be reached at : 801-301-9970

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

David Muck, Trustee
Signature
Seavone C Muck 101 Trust.

Signature

Date: 1-5-2017

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 31 2017
SANDY CITY
COMMUNITY DEVELOPMENT

My name is WASATCH OVERLOOK, LLC

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3202 E. 10000 South, Parcel # 2811404021

This property is part of an island or peninsula and is contiguous to Sandy City.

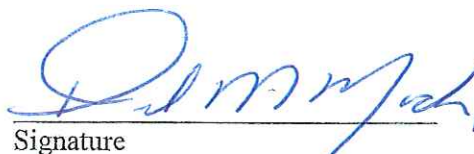
I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 662-931-6671

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature
GME Wasatch Overlook, LLC


Signature
Jeanne C Mack 101 TRUST

Date: 1-25-17

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 31 2017
SANDY CITY
COMMUNITY DEVELOPMENT

My name is David Mock. David Mock, Trustee

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3140 East 10000 South, Sandy, Utah 84092
(Formerly 9993 South 3100 East,)

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 801-301-9970

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

David Mock, Trustee
Signature
David Mock, Revocable Trust,
/ Maken Amador LLC

Signature



Staff Report

File #: CODE-3-17-5229,
Version: 2

Date: 5/2/2017

Agenda Item Title:

Community Development Department briefing the City Council on proposed changes for Temporary Signs for Multi-Family Projects, Amendments to Title 15A, Chapter 26, Signage and Outdoor Advertising, Land Development Code, Revised Ordinances of Sandy City, 2008.

Brian McCuiston

Description/Background:

The Sandy City Community Development Department has filed a request to amend Title 15A, Chapter 26, Signage and Outdoor Advertising, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to consider allowing multi-family projects to have a certain time period to display temporary signs and also to describe what type of signs may be used.

There are a number of multi-family projects that have recently been approved, or are under construction. Currently, there are 12 projects either in the review and approval phase or under construction that have 100 or more units.

There have been rare occasions where the property manager will talk to staff prior to installing signs. However, majority of the time, the temporary signs are installed without a permit. Staff would like to propose language that would allow multi-family projects to install a variety of temporary signs for specific time periods based on the number of units in the project. This would be similar to our provisions for a grand opening sign permit. The type of signs allowed would be banners, blade banners, A-frame, and directional signs (see Exhibit "A"). Included are examples of signs that are currently being used throughout the City.

Currently, the sign regulations for residential properties in residential and non-residential zones, that are for sale, lease, rent, or auction have three options. These options include: a T-shaped post sign; a yard sign, or a window sign. All of these signs are permitted up to nine square feet. The proposed revisions will allow the property managers to increase their opportunity to advertise the availability of new residential units.

Recommended Action and/or Suggested Motion:

The Community Development Department requests that the City Council adopt the proposed ordinance amendment as shown in the exhibit attached, for the reasons listed in the staff report.



Community Development Department

Tom Dolan
Mayor

Scott J. Bond
Chief Administrative Officer

James L. Sorensen
Director

MEMORANDUM

March 30, 2017

To: City Council via Planning Commission
From: Community Development Department
Subject: Temporary Signs for Multi-Family Projects – CODE-3-17-5229
 Amend Title 15A, Chapter 26, Signage and Outdoor
 Advertising, Land Development Code, Revised
 Ordinances of Sandy City, 2008

HEARING NOTICE: *This Code Amendment was noticed in the paper at least 10 days prior to the first Planning Commission meeting.*

BACKGROUND

The Sandy City Community Development Department has filed a request to amend Title 15A, Chapter 26, Signage and Outdoor Advertising, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to consider allowing multi-family projects to have a certain time period to display temporary signs and also to describe what type of signs may be used.

ANALYSIS

There are a number of multi-family projects that have recently been approved, or are under construction. Currently, there are 12 projects either in the review and approval phase or under construction that have 100 or more units.

There have been rare occasions where the property manager will talk to staff prior to installing signs. However, majority of the time, the temporary signs are installed without a permit. Staff would like to propose language that would allow multi-family projects to install a variety of temporary signs for specific time periods based on the number of units in the project. This would be similar to our provisions for a grand opening sign permit. The type of signs allowed would be banners, blade banners, A-frame, and directional signs (see Exhibit "A"). Included are examples of signs that are currently being used throughout the City.

Currently, the sign regulations for residential properties in residential and non-residential zones, that are for sale, lease, rent, or auction have three options. These options include: a T-shaped post sign; a yard sign, or a window sign. All of these signs are permitted up to nine square feet.

The proposed revisions will allow the property managers to increase their opportunity to advertise the availability of new residential units.

NON-CONFORMING USES

This Code Amendment would not create any non-conforming situations.

LAND DEVELOPMENT CODE PURPOSE COMPLIANCE

The Sandy City Land Development Code in §15A-01-03 lists the criteria explaining the intent and purpose of the Ordinance. The purpose is:

15A-01-03 Purpose

This Code is adopted to implement Sandy City's General Plan and to promote: public health, safety, convenience, aesthetics, welfare; efficient use of land; sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration. Specifically, this Code is established to promote the following purposes:

1. General

- a. To facilitate the orderly growth and development of Sandy City.
- b. To facilitate adequate provision for transportation, water, sewage, schools, parks, and other public requirements.
- c. To stabilize property values.
- d. To enhance the economic well being of Sandy City and its inhabitants.

2. Implementation of General Plan

To coordinate and ensure the implementation of the City's General Plan through effective execution of development review requirements, adequate facility and services review and other goals, policies, or programs contained in the General Plan.

3. Comprehensive, Consistent and Equitable Regulations

To establish a system of fair, comprehensive, consistent and equitable regulations, standards and procedures for review and approval of all proposed land development within the City.

4. Efficiently and Effectively Managed Procedures

- a. To promote fair procedures that are efficient and effective in terms of time and expense.
- b. To be effective and responsive in terms of the allocation of authority and delegation of powers and duties among ministerial, appointed, and elected officials.
- c. To foster a positive customer service attitude and to respect the rights of all applicants and affected citizens.

The proposed Code Amendment will stabilize property values by establishing a system of fair, comprehensive, consistent and equitable regulations, and standards for temporary signs for multi-family developments within the City.

GENERAL PLAN COMPLIANCE

The General Plan encourages appropriate development standards for all uses and zoning categories within Sandy City.

OTHER

Besides the purposes set out in the ordinances cited above, one of the stated purposes of the City's land use ordinances is to facilitate the orderly growth and development of Sandy City (Rev. Ord. of Sandy City 2008, Section 15A-01-03(A)(1)). Some of the general purposes of the City's Development Code are to implement Sandy City's General Plan, and to promote the following public policies: public health, safety, convenience, aesthetics, welfare; efficient use of land; sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration (R.O.S.C. Sec. 15A-01-03(A)).

STAFF RECOMMENDATION

The Community Development Department requests that the Planning Commission forward a positive recommendation to the City Council to adopt the proposed ordinance amendment as shown in exhibit "A", attached, for the following reasons:

1. Compliance with the Purpose of the Land Development Code by stabilizing property values by establishing a system of fair, comprehensive, consistent and equitable regulations, and standards for temporary signs for multi-family projects within the City.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within Sandy City.

Planner:

Reviewed by:

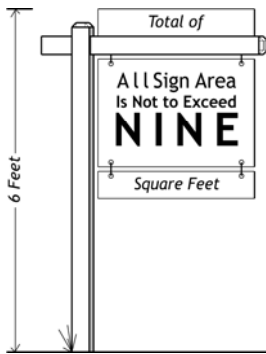
Brian McCuiston
Planning Director

Exhibit “A”

15A-26-08

Temporary Signs

C. Temporary Signs Allowed Without a Permit - Residential Districts (including residential developments within Non-Residential Zones such as MU, BC, IC, SD(EH) and SD(X)).



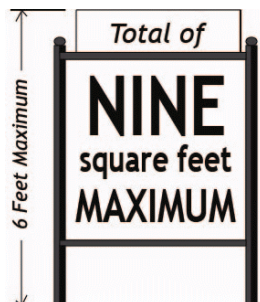
2. **Residential Properties Subject to Sale, Lease, Rent, or Auction.** Except as otherwise allowed herein under grand opening provisions, Properties legally subject to sale, lease, rent, or auction shall be allowed one on-site sign, per frontage, of one of the following types without necessity of an application for or issuance of a Sign Permit.

- a. One “T”-shaped post sign subject to the following requirements:

- (1) such sign shall be a maximum of nine square feet hanging from a “T” shaped mounting post;

- (2) the maximum height of such signs shall be six feet;

- (3) such a sign and post shall be setback from the property line not less than three feet and cannot obstruct the right-of-way;



- (4) such sign shall be allowed, without necessity of a permit, for the duration of the property’s sale, lease, rent, or auction.

- b. one yard sign subject to the following requirements:

- (1) the maximum area of such signs shall be nine square feet;

- (2) the maximum height of such signs shall be six feet;

- (3) such sign shall be setback from the property line not less than three feet and cannot obstruct the right-of-way;

- (4) such sign shall be allowed, without necessity of a permit for the duration of the property’s sale, lease, rent, or auction.



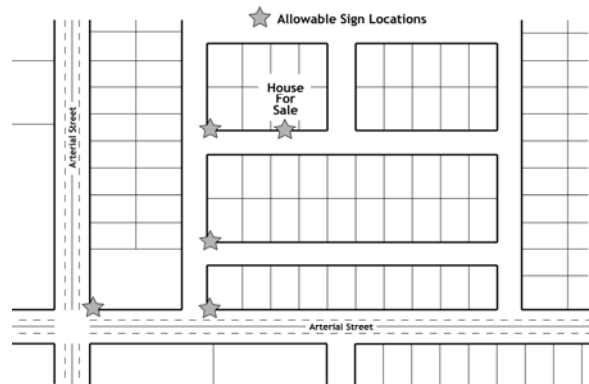
- c. one window sign, per street frontage, subject to the following requirements:

- (1) the maximum area of such signs shall be nine square feet;

- (2) such sign shall be allowed, without the necessity of a permit for the duration of the property's sale, lease, rent, or auction.

3. **Properties Subject to Sale, Lease, Rent, or Auction.** Properties subject to sale, lease, rent, or auction shall be allowed off-site signs as follows:

- a. Such signs may be used to direct traffic to a property for sale, lease, rent, or auction:
- b. Such signs shall be used only when a representative is on duty at the residence for sale, lease, rent, or auction or the property owner is present at the property for inspection.
- c. The placement of such signs shall require permission of the property owner of properties on which the signs are to be placed.
- d. The maximum area of such signs shall be six square feet each.
- e. The maximum height of such signs shall be three feet.
- f. One direction sign is allowed that applies to the provisions herein to be located on each corner of intersecting streets starting from the closest arterial street leading directly to the property (See Figure 24).
- g. Such signs shall be located outside the sight visibility triangle at any street or driveway intersection, as determined by the Sandy City Transportation Engineer.



4. **Vehicle Signs.** Any sign that is attached to or placed on a vehicle or trailer that is parked on private property or driven upon public streets where:
 - a. The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets and is actively used for the daily operations of the business to which such signs relate.
 - b. The vehicle or trailer does not violate the provisions related to parking of a commercial vehicle in residential zones.

E. **Temporary Signs Requiring a Permit - Residential and Non-Residential Districts.**

Temporary signs displayed during the following promotional periods require a temporary sign permit and may not be prolonged by those above periods allowed without a permit.

1. **Properties Subject to a Business Grand Opening.** Temporary signs erected for the opening of a business or the relocation or change of ownership of an existing business

may be allowed within the first year of operation for a period not to exceed 45 calendar days. A combination of banners, blade banners, wind signs, inflatables, beacon lights, portable, and mobile signs may be used. The signs must be removed at the end of the 45 day period.

2. Multi-Family Projects. New for rent or lease multi-family projects are permitted to use a combination of banners, blade banners, directional, and A-frame signs in order to advertise the new units under the following provisions:

- a. Banners are limited to one per building and must be installed on the building. The size of the banner may be determined by the Director and is dependent upon the size and scale of the sign and the number of units in the project. As a maximum, the banner may not exceed 5 percent of the building face. All other signs are prohibited within the right-of-way.

- b. Projects containing up to 49 units will be permitted to install temporary signs for 45 days. Projects that have 50-99 units will be permitted to install temporary signs for 6 months. Projects with over 100 units will be permitted to install temporary signs for one year.

- c. Allowed signs must be repaired or replaced when the surface area is grayed, torn, defaced, or damaged.

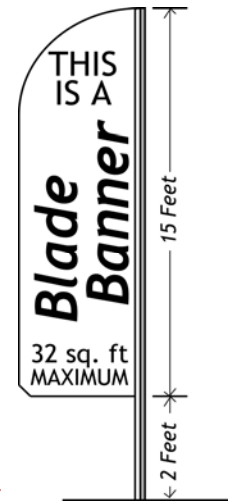
3. **Special Promotions.** A business may apply for up to four special promotion periods during the calendar year, under the provisions listed below. Each period may not exceed seven days in length. These periods may run consecutively.

- a. Only one banner, or up to two blade banners, per property, may be used on-site in non-residential zones. Groups of blade banners shall be separated by another group of blade banners by at least 100 feet. Such signs shall not exceed 32 square feet.

- b. Signs must be securely attached to a structure or to ground posts. Banners mounted to the ground may be not higher than 48 inches from the ground to the top of the sign and must have a stabilizing crossbar between the ground posts at the top of the sign.

- c. Blade banners shall not exceed an overall height of 17 feet. The blade banners must be ground mounted using a post or supported in a stand.

- d. Signs shall be setback from the property lines a minimum of three feet and cannot obstruct the right-of-way.



- e. Signs shall not be placed where they obstruct the view of any sign identified as a public necessity sign.

ORDINANCE #17-13

AN ORDINANCE AMENDING TITLE 15A OF THE REVISED ORDINANCES OF SANDY CITY (THE LAND DEVELOPMENT CODE), 2008, BY AMENDING CHAPTER 26, "SIGNAGE AND OUTDOOR ADVERTISING" TO ALLOW MULTI-FAMILY PROJECTS TO HAVE A CERTAIN TIME PERIOD TO DISPLAY TEMPORARY SIGNS AND WHAT TYPES OF SIGNS THEY COULD USE; ALSO PROVIDING A SAVING CLAUSE AND EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, a request has been made to amend Title 15A of the Revised Ordinances of Sandy City (the Land Development Code), 2008, by amending Chapter 26, "Signage and Outdoor Advertising" to allow multi-family projects to have a certain time period to display temporary signs and what type of signs they could use; and

WHEREAS, the Planning Commission held a public hearing on April 6, 2017 which meeting was preceded by notice by publication in the Salt Lake Tribune on March 23, 2017, and by posting in Sandy City Hall, the Sandy City Parks & Recreation Building, on the Sandy City Website - <http://www.sandy.utah.gov>, and the Utah Public Notice Website - <http://pmn.utah.gov> on March 6, 2017; and

WHEREAS, following the public hearing before the Planning Commission, the Commission recommended the amendment to the City Council; and

WHEREAS, a public meeting was held by the Sandy City Council on May 2, 2017 to consider adoption of the proposed amendment, which meeting was preceded by publication in the Salt Lake Tribune, on April 18, 2017, and by posting in Sandy City Hall, the Sandy City Parks & Recreation Building, on the Sandy City Website - <http://www.sandy.utah.gov>, and the Utah Public Notice Website - <http://pmn.utah.gov>, on April 7, 2017; and

WHEREAS, the City Council has been given specific authority in Title 10, Chapter 9a, Utah Code Ann. (2012) to adopt a zoning plan, including an ordinance and map which divide the municipality into districts or zones, and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures, and the uses of land; and

WHEREAS, the State legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e., providing for the public safety, health, morals, and welfare; and

WHEREAS, the foregoing legitimate governmental objectives are achieved by reasonable means, in that any adverse impact on private property value or use has been carefully balanced against the corresponding gain to the public; and the regulations have been calculated, on recommendation of City planning staff to permit property owners to beneficially use their properties for the practical purposes to which the property is reasonably adaptable; and procedures have been established by the Land Development Code and Utah Code Ann. where by appeals can be heard and decided if it is alleged that there is legislative or administrative error, or where a special exception or variance to the ordinance is required.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Sandy City, State of Utah, as follows:

Section 1. Amendment. Title 15A is amended as shown on **Exhibit "A"**, which is attached hereto and by this reference made a part hereof.

Section 2. Severable. If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined in its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. Effective. This ordinance shall become effective upon publication of a summary thereof.

PASSED AND APPROVED this _____ day of _____, 2017.

Stephen P. Smith, Chairman
Sandy City Council

ATTEST:

City Recorder

PRESENTED to the Mayor of Sandy City for his approval this _____ day of _____, 2017.

APPROVED this _____ day of _____, 2017.

Thomas M. Dolan, Mayor

ATTEST:

City Recorder

PUBLISHED this _____ day of _____, 2017.



Staff Report

File #: CODE-3-17-5244,
Version: 1

Date: 5/2/2017

Agenda Item Title:

Community Development Department recommending the City Council adopt amendments to include a hearing officer for reasonable accommodation requests, Title 15A, Chapter 3, Officers, Boards and Commissions, Chapter 11, Special Uses, Land Development Code, Revised Ordinances of Sandy City, 2008.

Brian McCuiston

Description/Background:

The Sandy City Community Development Department has filed a request to amend Title 15A, Chapters, 3 Officers, Boards and Commissions, 11, Special Uses, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to consider modifying the process for requesting a reasonable accommodation. This amendment will consider adding provisions for selecting a hearing officer, instead of the Planning Commission, to review this type of land use approval, and to classify the hearing officer as a land use appeal authority.

Over the last few months, the City has discussed the possibility of appointing a hearing officer, in place of the Planning Commission, to review all requests for reasonable accommodations. This type of request is typically associated with a Residential Facility for the Disabled where the applicant is requesting more residents than allowed within the definition of a family. This definition currently limits no more than four unrelated individuals living together as a single house keeping unit.

The Community Development Director is a Land Use Authority that approves business licenses, building permits and enforces zoning ordinances. In the case of a Residential Facility for the Disabled, the owner or agent may file a business license, building permit application, may inquire about an application or may be notified of a violation. The owner or agent could then file a request for a reasonable accommodation. The reasonable accommodation request will be given to the proposed hearing officer.

Recommended Action and/or Suggested Motion:

The Community Development Department requests that the City Council adopt the proposed ordinance amendment as shown in exhibit AA@, attached, for the reasons listed in the staff report. The Planning Commission reviewed this request on April 20, 2017 and is forwarding a positive recommendation to approve the Code Amendment.



Community Development Department

Tom Dolan
Mayor

Scott J. Bond
Chief Administrative Officer

James L. Sorensen
Director

MEMORANDUM

April 20, 2017

To: City Council via Planning Commission
From: Community Development Department
Subject: Hearing Officer – Amend Title 15A, Chapter 3, Officers, Boards and Commissions, Chapter 11, Special uses, Land Development Code, Revised Ordinances of Sandy City, 2008 CODE-3-17-5244

HEARING NOTICE: *This Code Amendment was noticed in the paper at least 10 days prior to the first Planning Commission meeting.*

BACKGROUND

The Sandy City Community Development Department has filed a request to amend Title 15A, Chapters, 3 Officers, Boards and Commissions, 11, Special Uses, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to consider modifying the process for requesting a reasonable accommodation. This amendment will consider adding provisions for selecting a hearing officer, instead of the Planning Commission, to review this type of land use approval, and to classify the hearing officer as a land use appeal authority.

ANALYSIS

Over the last few months, the City has discussed the possibility of appointing a hearing officer, in place of the Planning Commission, to review all requests for reasonable accommodations. This type of request is typically associated with a Residential Facility for the Disabled where the applicant is requesting more residents than allowed within the definition of a family. This definition currently limits no more than four unrelated individuals living together as a single house keeping unit.

The Community Development Director is a Land Use Authority that approves business licenses, building permits and enforces zoning ordinances. In the case of a Residential Facility for the Disabled, the owner or agent may file a business license, building permit application, may inquire about an application or may be notified of a violation. The owner or agent could then file a request for a reasonable accommodation. The reasonable accommodation request will be given to the proposed hearing officer.

NON-CONFORMING USES

This Code Amendment would not create any non-conforming situations.

LAND DEVELOPMENT CODE PURPOSE COMPLIANCE

The Sandy City Land Development Code in §15A-01-03 lists the criteria explaining the intent and purpose of the Ordinance. The purpose is:

15A-01-03 Purpose

This Code is adopted to implement Sandy City's General Plan and to promote: public health, safety, convenience, aesthetics, welfare; efficient use of land; sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration. Specifically, this Code is established to promote the following purposes:

1. General

- a. To facilitate the orderly growth and development of Sandy City.
- b. To facilitate adequate provision for transportation, water, sewage, schools, parks, and other public requirements.
- c. To stabilize property values.
- d. To enhance the economic well being of Sandy City and its inhabitants.

2. Implementation of General Plan

To coordinate and ensure the implementation of the City's General Plan through effective execution of development review requirements, adequate facility and services review and other goals, policies, or programs contained in the General Plan.

3. Comprehensive, Consistent and Equitable Regulations

To establish a system of fair, comprehensive, consistent and equitable regulations, standards and procedures for review and approval of all proposed land development within the City.

4. Efficiently and Effectively Managed Procedures

- a. To promote fair procedures that are efficient and effective in terms of time and expense.
- b. To be effective and responsive in terms of the allocation of authority and delegation of powers and duties among ministerial, appointed, and elected officials.
- c. To foster a positive customer service attitude and to respect the rights of all applicants and affected citizens.

The proposed Code Amendment will stabilize property values by establishing a system of fair, comprehensive, consistent and equitable regulations, and standards for all reasonable accommodation requests within the City.

GENERAL PLAN COMPLIANCE

The General Plan encourages appropriate development standards for all uses and zoning categories within Sandy City.

OTHER

Besides the purposes set out in the ordinances cited above, one of the stated purposes of the City's land use ordinances is to facilitate the orderly growth and development of Sandy City (Rev. Ord. of Sandy City 2008, Section 15A-01-03(A)(1)). Some of the general purposes of the City's Development Code are to implement Sandy City's General Plan, and to promote the following public policies: public health, safety, convenience, aesthetics, welfare; efficient use of land;

sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration (R.O.S.C. Sec. 15A-01-03(A)).

STAFF RECOMMENDATION

The Community Development Department requests that the Planning Commission forward a positive recommendation to the City Council to adopt the proposed ordinance amendment as shown in exhibit "A", attached, for the following reasons:

1. Compliance with the Purpose of the Land Development Code by creating consistency and equitable standards and procedures for reasonable accommodation requests within Sandy City.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within Sandy City.
3. Better serve the residents of Sandy City.

Planner:

Reviewed by:

Brian McCuiston
Planning Director

Exhibit “A”

15A-03-04 Appeal Authorities

A. Board of Adjustment

1. **Purpose.** In order to provide for just and fair treatment in the administration of local land use ordinances and to ensure that substantial justice is done, a Board of Adjustment has been created to exercise the powers and duties provided hereafter.
2. **Creation and Membership.** The Board of Adjustment shall consist of five regular members and two alternate members.
 - a. The Mayor shall appoint the members and alternate members with the advice and consent of the City Council for a term of five years.
 - a. The Mayor shall appoint regular members of the Board of Adjustment to terms so that the term of one member expires each year. The Mayor shall appoint alternate members in such a manner that at least a two and one-half year gap will exist between term expirations.
 - b. One member of the Planning Commission shall be appointed semi-annually by the Commission to serve as the Commission’s liaison to the Board of Adjustment. Such Planning Commission member shall have the right to attend all meetings of the Board of Adjustment, take part in all discussions but shall not vote on the Board of Adjustment decisions. Notwithstanding, the Commission’s liaison to the Board of Adjustment shall not take part in discussions or decisions on conditional use permit appeals. (Ord 16-15, Amended 3-28-2016)
 - c. One member of the City Council shall be appointed semi-annually by the Planning Commission to serve as the Council’s liaison to the Board of Adjustment. Such Council member shall have the right to attend all meetings of the Board of Adjustment, take part in all discussions but shall not vote on the Board of Adjustment decisions.
 - d. All members and alternate members of the Board of Adjustment shall be residents of the City. Any member or alternate member of the Board of Adjustment relocating their primary residence outside the limits of the City shall resign their appointment within 30 days prior to their relocation, if possible.

- e. Alternate members are to serve in the absence of members of the Board of Adjustment upon request of the chairman. Alternate members are to attend all meetings of the Board of Adjustment. The chairman shall establish a service rotation system which provides that alternate members serve on the Board approximately the same amount.
- f. Members of the Board of Adjustment may be removed as established by the City's Administrative and Legislative Codes.
- g. Vacancy on the Board of Adjustment:
 - (1) The Mayor, with the advise and consent of the City Council, shall fill any vacancy.
 - (2) The person appointed shall serve for the unexpired term of the member or alternate member whose seat was vacated.

3. **Procedures.**

- a. Organize and elect a chairman.
- b. Adopt rules that comply with all applicable State statutes and City ordinances.
- c. Meet at the call of the chair and at any other times that the Board of Adjustment determines.
- d. Have the chair, or in the absence of the chair, the acting chair may administer oaths and compel the attendance of witnesses.
- e. Conduct its meetings in compliance with the requirements of State statutes and City ordinances concerning the keeping of minutes, recording of votes, and absences.
- f. Hear a request for a variance or appeal. Three members constitute a quorum of the Board of Adjustment and a concurring vote is necessary to grant a variance or to overturn a decision on an appeal.
- g. Make decisions on scheduled agenda items. Decisions of the Board of Adjustment become effective at the meeting in which the decision is made unless a different time is designated in the Board's rules or at the time the decision is made.

4. **Powers and Duties.** The Board of Adjustment shall hear and decide:

- a. Requests for variances from the terms of the land use ordinance as specifically delegated to it by this Code or referred to it by the Director.
 - b. Appeals from decisions applying the land use ordinance except those appeals specifically delegated in this Code to be heard by an alternate appeal authority.
 - a. Other matters as established by the City Council.
- B. **Administrative Officer.** The Director is designated as an appeal authority for the purpose of reviewing and deciding:
 - 1. Requests for minor variances.
 - 2. Other matters as established by the City Council. (Ord 16-15, Amended 3-28-2016)
- C. Hearing Officer. A Hearing Officer, as appointed by the Mayor, is designated as an appeal authority for the purpose of reviewing and deciding requests for reasonable accommodations.

15A-11-08 Residential Facility for Elderly Persons or for Persons with a Disability

- A. **Purpose.** The purpose of this Section is to:
 - 1. Comply with Utah Code Annotated.
 - 2. Avoid discrimination in housing against persons with disabilities pursuant to the Utah Fair Housing Act and the Federal Fair Housing Act as interpreted by courts whose decisions are binding in Utah. This Section is not a separate zone for such facilities but applies to all residential zones within Sandy City. If any facility, residence, congregate living, or other housing arrangement meets the definition of a residential facility for elderly persons or a residential facility for persons with a disability as set forth in this Title, the requirements of this Chapter shall govern the same notwithstanding any conflicting provision of this Title or the Revised Ordinances of Sandy City. Except as provided herein, the requirements of this Chapter shall not be construed to prohibit or limit other applicable provisions of this Title, the Revised Ordinances of Sandy City, or other local, County, State, or Federal laws.
- B. **Permitted Uses**
 - 1. **Permitted Uses.** Notwithstanding any contrary provision of this Title, a residential facility for elderly persons and a residential facility for persons with a disability shall be permitted uses in any zone where a dwelling is allowed as a permitted or conditional use subject to the development standards in paragraph D of this Section.
 - 2. **Termination.** A use permitted by this Section is non-transferable and shall terminate if:

- a. The facility is devoted to a use other than a residential facility for elderly persons or a residential facility for persons with a disability.
- b. Any license or certification issued by the Utah Department of Health or the Department of Human Services for such facility terminates or is revoked.
- c. The facility fails to comply with requirements set forth in this Chapter.

C. **Review Process.** ~~In order to evaluate the impact of the proposed facility and its similarity to the impact of a single family dwelling occupied by a family or, where applicable, in multiple family zones or a multiple family dwelling, the~~ In addition to other information required by the Revised Ordinances of Sandy City Utah, the following information must be submitted with the business license application or request for a reasonable accommodation, as applicable, for a residential facility. Additional information may be requested to aid in that review.

- ~~1. Sufficiently detailed site plans, building plans, and other information necessary to determine compliance with building, safety, and health regulations and standards applicable to similar residential dwellings permitted in that zone.~~
- ~~2. Drawings or photographs depicting the elevations of all sides of all buildings.~~
3. 1. A statement of the ~~S~~specific type of facility (as defined by State regulations) the applicant seeks to operate and by which State agency it is regulated.
4. 2. The ~~N~~number of residents, and ~~resident and non-resident staff who will live at the residential facility, and~~ expected/typical number of visitors per day.
- ~~5. Location and number of similar facilities in the vicinity of the proposed facility.~~
6. 3. Type of operation—business, family, eleemosynary, charitable, or beneficial organization The complete name of the business, the type of business entity and whether the business is a for-profit or non-profit organization.
- ~~7. Supervision—hours and degree of supervision to be provided.~~
8. 4. The ~~T~~ypical or average length of stay of the residents.
- ~~9. Special accommodation(s), waivers, or exceptions requested or necessary, to extent thereof, and basis for need for the same.~~
- ~~10. Photographs and plot plans of residences within 1,000 feet of the proposed site that are similar in size and scope to the accommodation request.~~
- ~~11. Location of any schools within 500 feet of the property line of the proposed site.~~

D. **Development Standards.** The development standards set forth in this Section shall apply to any residential facility for elderly persons or residential facility for persons with a disability.

1. **Building, Safety, and Health Regulations.** The facility shall comply with building, safety, and health regulations applicable to similar residential structures within the residential zone in which the facility is located.
 - a. Each facility shall be subject to the same development standards applicable to similar residential structures located in the same zoning district in which the facility is located.

- b. The minimum number of parking spaces required for a facility shall be the same as for similar structures located in the same zoning district in which the facility is located.
- 2. **No dangerous Persons Permitted.** No facility shall be made available to an individual whose tenancy would:
 - a. Constitute a direct threat to the health or safety of other individuals.
 - b. Result in substantial physical damage to the property of others.
- 3. ~~**Proximity.** No such facility may be located within 800 feet measured from the property line of each facility of a similar facility. (Ord 10-04, Amended 2-19-2010)~~
- 4. ~~**Security Measures.** For residential facilities for persons with a disability that are substance abuse facilities and are located within 500 feet of a school, to provide, in accordance with rules established by the Department of Human Services under Title 2A, Chapter 2, Licensure of Programs and Facilities:~~
 - ~~a. A security plan satisfactory to local law enforcement authorities.~~
 - ~~b. 24 hour supervision for residents.~~
 - ~~c. Other 24 hour security measures.~~
- 5. **3. Day Treatment and Outpatient Treatment.** Any such facility may seek an approval from the Planning Commission which would allow Day Treatment and/or Outpatient Treatment if the following measures have been taken to ensure the facility will not alter the fundamental character of the neighborhood:
 - a. The facility has direct access to an arterial or major collector street, with no access permitted to any minor collector or local street.
 - b. The facility is located on the same block or within 800 feet of an Institutional Care Facility.
 - c. The facility has enough off-street parking to accommodate each staff member, van/carpool parking, and each outpatient client.
 - d. All day treatment clients are transported to the Residential Facility for Disabled Persons from a separate facility using a van/carpool.
 - e. The maximum number of day and outpatient treatment clients will not exceed eight at any one time as permitted by the Building & Safety Code.
 - f. The facility is licensed for all three different activities by both the City and the State.
 - g. The facility meets all Building, Fire, and Life Safety Codes.
 - h. Any approval is subject to periodic review or review upon legitimate complaint. If upon review, the facility is found to be out of compliance with these criteria, the approval may be revoked. (Ord 10-04, Amended 2-19-2010)
- 6. **4. Prohibited.** A residential facility for persons with a disability that would likely create a fundamental change in the character of a residential neighborhood is not allowed.

E. **License and Certification.** Prior to occupancy of any facility, the person or entity operating the facility shall:

1. **State License.** Provide to the City a copy of any license or certification required by the Utah State Department of Health or the Utah State Department of Human Services, including any policies and procedures that are required under state law.
2. **Certification Requirements.** Certify in a sworn statement that no person will reside or remain in the facility whose tenancy would:
 - a. Constitute a direct threat to the health or safety of other individuals.
 - b. Result in substantial physical damage to the property of others.
3. **City License.** Obtain a Sandy City Business License, if required.
4. **Compliance/Renewal.** Any such facility must comply with all Federal, State, County, and City regulations. At the time of renewal, the applicant must provide copies of all necessary certifications/recertifications or licenses as required by State regulations.

F. **Accommodation Request.**

1. **Reasonable Accommodation Required.** In accordance with the Americans with Disabilities Act, the Fair Housing Act, Fair Housing Amendments Act, and applicable law, ~~None~~ of the requirements of this Chapter shall be interpreted to limit any accommodation which is reasonable and necessary to allow the establishment or occupancy of a residential facility for persons with a disability.
2. **Application Request for Accommodation.** Any person or entity wanting may request an accommodation after being informed that an existing or proposed: (i) residential facility for persons with a disability; or (ii) business license application or building permit application for a residential facility for persons with a disability, does not comply with the requirements of the Development Code of Sandy City. ~~shall make application to the Planning Commission and~~ The application and required fees shall be submitted to the Director, shall articulate in writing the nature of the requested accommodation and the basis for the request, and shall include all other information relevant to the request.
3. **Appeal.** ~~If an accommodation request is denied, the decision may be appealed to the Board of Adjustment in the manner provided for appeals of administrative decisions set forth in this Title.~~
4. **Prohibited Accommodations.** ~~The requested accommodation must relate to the use of the property so that it may be enjoyed as other similarly situated properties. An example would include a reduction in setback requirements for the installation of handicapped accessibility improvements. An accommodation cannot be granted to waive a zoning requirement, general setback reduction requests not related to the occupants, increase the profitability of the facility, or increase the maximum number of unrelated occupants above eight plus two additional persons acting as house parents or guardians.~~

- G. **Accommodation Review and Hearing Process.** ~~The Planning Commission shall review all applications for accommodation to determine if the accommodation(s) is reasonable and necessary. In addition, the Commission shall determine if the impact of the facility and each accommodation requested (both singly or in combination with all other accommodations requested) is similar in impact to the impact of a single family dwelling occupied by a family or, where applicable, in multiple family zones, a multiple family dwelling, or changes the fundamental character of the neighborhood.~~ A hearing officer with demonstrated experience as a hearing officer and knowledge of the Americans with Disabilities Act or Fair Housing Act, shall be appointed by the Mayor to review the request for accommodation. Additional information may be requested by staff or the Planning Commission the hearing officer to aid in that review.

1. **Purpose Hearing Officer Scheduling of Hearing.** The Planning Commission hearing officer shall review the application for an request for accommodation within ten days after receipt of the written request by the Director, for the purpose of: The hearing officer shall determine whether additional information is needed from the Director, the person or entity making the request, or both.
 - a. Verifying compliance with the building, safety, and health regulations that are applicable to similar structures, including those found in the IBC (International Building Code), UFC (Uniform Fire Code), Life Safety Code, Sandy City Ordinances, state statutes and regulations, and federal laws and regulations. If additional information is needed, the hearing officer shall notify the Director and the person or entity making the request within twenty-one days after receipt of the written request by the Director. The Director and requesting person or entity shall have seven days to submit the requested information, or such reasonable additional time as approved by the hearing officer. The hearing officer shall determine within three days after receipt of additional information whether the submission is responsive to the hearing officer's request.
 - b. Determining if the residential facility is consistent with the use of the building as a single family dwelling and has no different or greater impact on the neighborhood than a single family dwelling occupied by a family as defined in this Title (or in multiple family zones to a multiple family dwelling occupied by multiple families). If no additional information is needed or if the hearing officer receives the requested additional information, the hearing officer shall schedule a hearing. The hearing officer shall provide written notice of the hearing date and time to the person or entity requesting the accommodation and the Director. Unless otherwise agreed to by the person or entity requesting the accommodation and the Director, the hearing officer shall hold the hearing within fourteen days after the hearing officer determines that all requested information has been received and no additional information is needed. Unless agreed upon by the person or entity requesting the accommodation and the Director, the hearing shall be held no more than forty-five days after receipt of the request by the Director. If the hearing officer has not received all requested information at that time, the hearing officer may continue the hearing or deny the request based on insufficient information.
2. **Aggregate Review.** ~~The Planning Commission shall determine if each such accommodation, waiver, or exception or some modification thereof is reasonable and necessary when taken as a whole together with all other accommodations, waivers, or exceptions.~~
3. **2. Findings.** The hearing officer shall make a determination and prepare written findings within seven days after the hearing. ~~Planning Commission shall approve only those applications where it finds that:~~
 - a. ~~The facility with the requested accommodation(s) complies with the regulations set forth above.~~
 - b. a. The hearing officer shall mail a copy of the written determination and findings to the Director and the person or entity requesting the accommodation. The hearing officer shall include a letter notifying the Director and the person or entity requesting the accommodation that the decision is final and may be appealed to a court of competent jurisdiction. The facility with the requested accommodation(s), either with or without the imposition of conditions as set forth herein, has no different or greater impact than a single family dwelling occupied by a family (or, where applicable, in multiple family zones, multiple family dwelling occupied by multiple families).
 - c. At a minimum, the written findings shall address the following issues: (i) whether The requested accommodation(s) is reasonable; (ii) whether the requested accommodation is necessary for financial and therapeutic viability; (iii) whether the facility with the requested accommodation(s) is or is not likely to create a fundamental change in the character of the residential neighborhood; and (iv) other findings in support of the hearing officer's determination.
 - d. ~~The requested accommodation(s) is necessary.~~

e. ~~The facility with the requested accommodation(s) is not likely to create a fundamental change in the character of the residential neighborhood.~~

4. ~~**Conditions.** The Planning Commission may impose conditions to address concerns of safety for persons and property, health and sanitation, environment, general plan, and neighborhood needs in order to mitigate the impacts of the use on the adjacent properties and to assure that the use will have no different or greater impact than a single family dwelling occupied by a family (or, where applicable, in multiple family zones, multiple family dwelling occupied by multiple families) consistent with the guidelines set forth for conditional use permit review.~~

H. **Exemptions.** A Residential Facility for Persons with a Disability shall not include facilities which house persons who are violent, who are not voluntarily residing therein, or who are residing therein as a part of or in lieu of confinement, rehabilitation, or treatment in a correctional facility.

ORDINANCE #17-14

AN ORDINANCE AMENDING TITLE 15A OF THE REVISED ORDINANCES OF SANDY CITY (THE LAND DEVELOPMENT CODE), 2008, BY AMENDING CHAPTER 3, "OFFICERS, BOARDS AND COMMISSIONS", AND CHAPTER 11, "SPECIAL USES" TO MODIFY THE PROCESS FOR A REASONABLE ACCOMMODATION BY ADDING PROVISIONS FOR SELECTING A HEARING OFFICER, INSTEAD OF THE PLANNING COMMISSION, TO REVIEW THIS TYPE OF APPROVAL; ALSO PROVIDING A SAVING CLAUSE AND EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, a request has been made to amend Title 15A of the Revised Ordinances of Sandy City (the Land Development Code), 2008, by amending Chapter 3, "Officers, Boards and Commissions", and Chapter 11, "Special Uses" to modify the process for requesting a reasonable accommodation by adding provisions for selecting a hearing officer, instead of the Planning Commission, to review this type of approval; and

WHEREAS, the Planning Commission held a public hearing on April 20, 2017 which meeting was preceded by notice by publication in the Salt Lake Tribune on April 6, 2017, and by posting in Sandy City Hall, the Sandy City Parks & Recreation Building, on the Sandy City Website - <http://www.sandy.utah.gov>, and the Utah Public Notice Website - <http://pmn.utah.gov> on March 31, 2017; and

WHEREAS, following the public hearing before the Planning Commission, the Commission recommended the amendment to the City Council; and

WHEREAS, a public meeting was held by the Sandy City Council on May 2, 2017 to consider adoption of the proposed amendment, which meeting was preceded by publication in the Salt Lake Tribune, on April 6, 2017, and by posting in Sandy City Hall, the Sandy City Parks & Recreation Building, on the Sandy City Website - <http://www.sandy.utah.gov>, and the Utah Public Notice Website - <http://pmn.utah.gov>, on March 31, 2017; and

WHEREAS, the City Council has been given specific authority in Title 10, Chapter 9a, Utah Code Ann. (2012) to adopt a zoning plan, including an ordinance and map which divide the municipality into districts or zones, and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures, and the uses of land; and

WHEREAS, the State legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e., providing for the public safety, health, morals, and welfare; and

WHEREAS, the foregoing legitimate governmental objectives are achieved by reasonable means, in that any adverse impact on private property value or use has been carefully balanced against the corresponding gain to the public; and the regulations have been calculated, on recommendation of City planning staff to permit property owners to beneficially use their properties for the practical purposes to which the property is reasonably adaptable; and procedures have been established by the Land Development Code and Utah Code Ann. where by appeals can be heard and decided if it is alleged that there is legislative or administrative error, or where a special exception or variance to the

ordinance is required.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Sandy City, State of Utah, as follows:

Section 1. Amendment. Title 15A is amended as shown on **Exhibit "A"**, which is attached hereto and by this reference made a part hereof.

Section 2. Severable. If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined in its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. Effective. This ordinance shall become effective upon publication of a summary thereof.

PASSED AND APPROVED this _____ day of _____, 2017.

Stephen P. Smith, Chairman
Sandy City Council

ATTEST:

City Recorder

PRESENTED to the Mayor of Sandy City for his approval this _____ day of _____, 2017.

APPROVED this _____ day of _____, 2017.

Thomas M. Dolan, Mayor

ATTEST:

City Recorder

PUBLISHED this _____ day of _____, 2017.



Staff Report

File #: 17-112, Version: 1

Date: 5/2/2017

Agenda Item Title:

Administration recommending the City Council adopt the Central Wasatch Commission Interlocal Agreement.

Presenter:

Dan Hartman

Description/Background:

Administration will be updating city council on the two interlocal agreements for the Central Wasatch Commission as first presented in August for their consideration and formal adoption.

The executed ILA agreements confirm Sandy's intent to be a founding member of the CWC, along with Salt Lake City, Salt Lake County and Cottonwood Heights for the purpose of creating a formal political subdivision of the State to implement the principles of the Accord.

As such, the CWC would have to abide by all of the requirements of a political subdivision, such as transparency and open meetings as required by law.

Additional information regarding the formal Accord agreement and the Mountain Accord are available on their website at www.mountainaccord.com.

Fiscal Impact:

No additional fiscal impact associated with this item apart from the previous funding agreement with the Mountain Accord.

Recommended Action and/or Suggested Motion:

Motion to adopt Resolution 17-20C.

BRIEFING SANDY CITY COUNCIL MAY 2, 2017
Central Wasatch Commission

Resolution 17-20c Interlocal Agreement
Resolution 17-21c Transfer Agreement

To: Members Sandy City Council
From: Dan Hartman, consultant to the CWC Organizing Committee
Subject: *UPDATE to the Sandy City Council Briefing given August 9, 2016*
Date: May 2, 2017

The Central Wasatch Mountains are a critical resource for the State of Utah. This wonderful treasure lies on the East Boundary of Salt Lake County and West Boundary of Summit County. It encompasses a sensitive watershed, unrivaled recreation opportunities, significant economic drivers and unique natural beauty. For decades, individuals and institutions have tried to agree on a balanced approach to canyon and mountain management practices but those efforts failed to reach substantial joint agreement.

Beginning in mid-2013, dozens of stakeholders – individuals, recreationists, conservationists, ski resorts, political jurisdictions local, state and federal, activists and users of all kinds – began meeting. Initially, they agreed on a Phase I Funding Agreement to start the process of achieving an agreement of common goals to protect, use and preserve the Central Wasatch. A state donation of \$2,600,000 was matched by local government contributions of \$1,075,000. The first funding plan was called the Wasatch Summit Phase I.

In February of 2014 these entities developed a Mountain Accord Program Charter to formalize their collaborative goals. The Program Charter established consensus goals to ensure protection of the watershed; enhance regional transportation values and plans; preservation of the environment and natural assets; strengthen the regional economy, and ensure high quality recreational experiences. An Executive Committee was formed including Sandy City Mayor Tom Dolan, and consisted of representatives from two counties, six cities or towns, state government, the Legislature, federal government agencies, and private entities.

As efforts continued, this collaborative process resulted in **The Accord**, dated July 13, 2015, (which can be found at <http://mountainaccord.com>) and was signed by some 82 individuals including Mayor Dolan, Governor Herbert, President Wayne Niederhauser, other legislators, Mayor McAdams and many other elected officials, individuals and public agencies. Additional funding was obtained with another Interlocal funding agreement, Mountain Accord Phase II, dated April 15, 2015, which the Sandy City Council approved and has budgeted in FYE 2015, 2016 and 2017. This funding agreement included a State of Utah contribution of \$3,000,000 in the form of a Governor's Office of Economic Development (GOED) grant and included a pledge of approximately \$1,000,000

a year from local entities for whom the future of the Central Wasatch was deemed to be a critical issue.

Neither the Program Charter of 2014 or The Accord, July 13, 2015 created a legal entity. At best these were joint venture of a variety with different individuals, institutions, municipalities, counties, federal government agencies, state government, and private entities. At the recommendation of Mayor Dolan, the decision was made to transition to an officially organized Interlocal entity, the CWC.

Beginning in mid-February, 2016, the four local governments began working with all of the Stakeholders from Mt. Accord and others, to transition to a formal public entity. Tonight the Sandy City Council has before it two Interlocal Agreements, that if approved, will join Salt Lake County and Salt Lake City in moving forward to create the Central Wasatch Commission. Cottonwood Heights is expected to approve the ILA on May 9, 2017.

The CWC (**whose creation Interlocal Agreement is found in Resolution 17-20c**) is being formed under Utah Code Annotated 13, Chapter 11, will be known as the Central Wasatch Commission and is being organized by four founding members – Sandy City, Salt Lake County, Salt Lake City and Cottonwood Heights City.

The Interlocal Agreement (the “ILA”) has been approved by the Mayors, legal staff and key staff members of all four entities. The ILA has been formally adopted by both the Salt Lake City and Salt Lake County councils. Cottonwood Heights has adopted the Assignment Agreement. Pending the Sandy City Council action on the creation ILA, CH is scheduled to consider it at its May 9, 2017 session.

A Transfer Agreement (Transfer Agreement is found in Resolution 17-21c) is also before you. It remains unchanged from your deliberations in August 2016. This ILA has been approved by the Mayors, legal staff and key staff members of all four entities and has been formally adopted by the Salt Lake County Council, the Salt Lake City Council and several of the local funding partners. ***This document renews the pledges of each local funding partner and assigns those contributions and pledges to the new Commission. It is hoped that the CWC will be formed in time to properly prepare an official entity to receive those funds before the end of the fiscal year.***

IN SUMMARY:

- 1) The Central Wasatch Commission is an Interlocal Agency and:
 - a) Is a political subdivision of the State of Utah
 - b) Is subject to all State laws pertaining to Interlocal Agencies
 - c) Is organized to implement Mt. Accord principles
 - d) Will assist other agencies – SLCO, UDOT, UTA, etc., in making immediate

- (next three years) – transportation improvements in Central Wasatch Canyons
- 2) Commission Interlocal Agreement Key Components
 - a) Four original signatory Members – Sandy City, Salt Lake County, Salt Lake City, Cottonwood Heights
 - b) The Mayor – or in the case of CH, its legislative body - of each signatory Member will appoint a Commissioner who must be an elected official
 - c) Commission has power to appoint additional equal voting Commissioners
 - i) Requires simple majority vote of the Members. These additional commissioners has no elected official requirement
 - d) New members can be added
 - i) Requires majority vote of the commissioners PLUS approval of legislative bodies of all signatory members
- 3) Objectives of Commission
 - a) Watershed protection
 - b) Environment, recreation, transportation improvements, economic driver
 - c) Cottonwoods Transportation Improvement Plan - TIP
 - d) TIP 2018-2020
 - e) Federal Lands Designation legislation
 - f) Cottonwoods Task Force
 - g) Environmental Dashboard - The Dashboard will be a tool for the public and decision makers to track the Central Wasatch's environmental health and evaluate impacts in future planning discussions.
 - h) Parley's Corridor Task Force - an evaluation of transportation connections between the Salt Lake Valley and the greater Park City area.
- 4) Only Commissioners may vote; a designee may attend in but cannot vote
- 5) Commission "Project Area" – means the geographical study area of focus of the Commission, which is the area commonly referred to as Salt Lake County Mountainous Planning District plus the area of Summit County that is located Westerly of US 40 and Southerly of I-80.
- 6) Commission will have the power to:
 - a) Enter into contracts
 - b) Solicit, receive, hold and distribute funds
 - c) Acquire, hold, dispose of property
 - d) Hire staff
 - e) Contract for services (consultants, professional firms, vendors)
 - f) Hire, fire, supervise and direct Executive Director
- 7) Commission has NO authority:
 - a) over Members or any city, county, special district, Federal or State agency
 - b) to levy tax

- c) to determine land use or zoning
 - d) to supersede watershed protections
- 8) Commissioners will not be compensated
- 9) Four officers- Chair, Co-Chair, Secretary, Treasurer

DIFFERENCES BETWEEN THE AUGUST 9, 2016 VERSION SANDY CITY COUNCIL PREVIOUSLY CONSIDERED AND THE CURRENT VERSION BEFORE YOU

- 1- ADDED –“in coordination with and subject to local jurisdictional authority” throughout the ILA
- 2- Removed the veto power of any of the four original signatory members in voting to a simple majority on all issues, including adding new members. Gives as much weight to the vote of an appointed, non-signatory commissioner as that of an original signatory member.
- 3- New commissioners must be approved by all legislative bodies of all members
- 4- Certain commission actions such as setting fees and bonding now require notification and/or approval by the legislative bodies of all members
- 5- The project area changed from all of Salt Lake County to just the Salt Lake County Mountainous Planning District plus some of Summit County.

Table 1 from Transfer Agreement, Resolution 17-21c

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Hghts	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	0*	600,000*
Totals	\$3,375,000	\$925,000	\$2,450,000

Note *: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2017 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

Central Wasatch Commission (CWC) FAQs Sheet, March 2017



Why is the Central Wasatch Commission (CWC) being formed?

The CWC is being formed to allow elected officials among multiple jurisdictions a formal way to work together and reach decisions about the Central Wasatch Mountains.

What is the purpose of the CWC?

The purpose of the CWC is to implement the principles and objectives outlined in the Accord. The Accord was signed in August, 2015 with guiding principles that included preserving open space and ridgelines, focusing development at the base of ski resorts, and increasing transit and active transportation.

Who would be involved in the CWC?

The CWC commissioners will include elected officials from Salt Lake County, Salt Lake City, Sandy City, Cottonwood Heights, and elected or appointed officials from the Utah Department of Transportation, and the Wasatch Back (Park City or Summit County). In addition, a Mountain Accord Stakeholder Council will also be formed as an advisory body to the CWC commissioners and will include up to 35 representatives from various interests, which may include the US Forest Service, local governments, Utah Transit Authority, environmental groups, ski resorts, recreation interest groups, canyon residents and landowners.

Would the CWC be subject to the Open Meetings Act?

Yes. The interlocal agreement creating the CWC explicitly states that the CWC Board and Mountain Accord Stakeholders Council will be subject to and will abide by the Open Meetings Act.

In October, 2016 the county council considered passing the CWC interlocal agreement on its Council of the Whole (COW) agenda. How is the updated draft different from that version?

Both the council and Mayor's Office received important feedback from the public on the original CWC interlocal agreement and has made changes based on that feedback. The updated draft made changes to the membership structure by including an at-large county council member on the CWC. Also, catch-all powers have been eliminated and additional language requires the CWC to notify their respective legislative bodies when exercising the power to acquire real and personal property, to sue or be sued, or to levy and collect fees and charges, resulting in better oversight. Additionally, the language has been adjusted throughout to clarify that the CWC does not supersede any local or state authority.

What authority does the CWC NOT have?

The CWC will be an interlocal entity. Utah law provides limited authority to interlocal entities (See Utah Code Section 11-13-204). This authority does NOT include the power to condemn property, enact ordinances, exercise superseding authority over the County or other jurisdictions, bond without a full public process, or tax.

The CWC Interlocal Agreement itself contains the following additional limits on the CWC's authority:

- Limited authority to make recommendations only, with respect to other jurisdictions' authority.

- Limited authority to pursue acts necessary to accomplish its stated purposes. (Art. VI(B)). The CWC's stated purpose is to implement principles of the Accord, which are subject to the authority of federal, state, and local jurisdictions noted above.

- CWC has no authority to supplant or supersede municipal, county, state, federal, or other governmental jurisdiction, or to require alterations of plans or decisions of any jurisdiction. (Art. VI(C)(1))

- CWC has no authority to limit or otherwise affect a municipality or county's land use authority, or municipality's extraterritorial watershed authority. (Art. VI(C)(2),(3),(5)).

- CWC has no authority to limit or affect the taxing authority of any governmental entity. (Art. VI(C)(4)).

"CWC has no authority to supplant or supersede municipal, county, state, federal, or other governmental jurisdiction..."

Essentially, the CWC is a recommending body to local, state, and federal jurisdictions. Any recommendations made by the CWC within local, state, or federal jurisdictional authority would need to be approved by the respective jurisdiction. Additionally, the County Council must approve all members of the CWC (Art. V(B)(3)), and must give its advice and consent for the appointment of the County's commissioner on the CWC (Utah Code Section 17-53-317). "Commission members must notify their respective legislative bodies when exercising the power to acquire real and personal property, to sue or be sued, or to levy and collect fees and charges, resulting in better oversight.

If the CWC determined it wanted to implement a fee what limits are there on such a fee?

Under state law, the CWC may provide services contemplated in the interlocal agreement, and may only establish, impose, and collect fees that pay for the cost of those services. The CWC may not impose or collect a fee for the use of property or services of another jurisdiction without their authorization (for example, a toll to use state roads). The CWC may not impose a fee that exceeds or is not related to the costs of the services provided (the CWC may not receive a windfall). In addition, the Commission must notify their respective legislative bodies when exercising the power to levy and collect fees and charges—providing additional layers of oversight.

How long is the CWC in place?

Similar to the Jordan River Commission, which was created through the Interlocal Cooperation Act, a 50-year term is provided in the CWC interlocal agreement. However, there is a provision included that allows for the dissolution of the CWC with a unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners.

**CENTRAL WASATCH COMMISSION
INTERLOCAL AGREEMENT**

This Interlocal Agreement dated as of ~~October~~ _____, ~~2016~~ 2017 (this "Agreement") is entered into by and among the parties hereto (the "Members") pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid

and binding agreement of each of the Members and to cause the Commission to be duly constituted and created as a separate legal entity and political subdivision of the State have been observed and taken:

NOW, THEREFORE, the Members agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

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

ARTICLE II

EFFECTIVE DATE AND TERM

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

ARTICLE III

CREATION OF THE COMMISSION

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

ARTICLE IV

DEFINITIONS

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

A. "Accord" means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.

~~**B.** "Additional Member" means a new Member of the Commission who, following the effective date of this Agreement consistent with the process provided in Article V. B. is invited~~

~~by the Board to, and does, join the Commission by executing and delivering a counterpart of this Agreement following its approval by the governing body of the new Member.~~

C. "Board" means the governing body of the Commission.

~~**ED.**~~ **"Commission"** means the Central Wasatch Commission Interlocal entity formed by this Agreement.

~~**FE.**~~ **"Commissioner"** means a member of the Board.

~~**GF.**~~ **"Member"** means ~~an Organizing Member and any Additional Member~~ a member of the Commission who is signatory to this Agreement.

~~**HG.**~~ **"Member Commissioner"** means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.

~~**IH.**~~ **"Mountain Accord"** means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.

~~**II.**~~ ~~**"Non Member Commissioner" or "Appointed Commissioner"**~~ means a Commissioner appointed pursuant to the process provided in Article V. B. (2) who does not represent a specific Member.

~~**J.**~~ ~~**"Organizing Member"**~~ means ~~any of the public agencies originally creating the Commission by executing and delivering this Agreement on or about the effective date specified above. Salt Lake City, Salt Lake County, City of Sandy and city of Cottonwood Heights will be the Organizing Members if they so execute and deliver this Agreement.~~

~~**LK.**~~ **"Project Study Area"** means the geographical study area of focus of the Commission, which is the area commonly referred to as the ~~Salt Lake County~~ Mountainous Planning District, and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area".)

~~**ML.**~~ **"Mountain Accord Stakeholder Council" or "Council"** means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.

~~**NM.**~~ **"Stakeholders"** are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

ARTICLE V

ORGANIZATION

A. Members. The Commission is initially comprised of the ~~Organizing Members and any Additional Members~~ that are signatory to this Agreement. Additional Members may be added to the Commission pursuant to the process provided in Article V.B.(3). To become a Member,

the governing body of each proposed ~~Additional~~ Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

B. Board.

(1) Appointments of Member Commissioners.

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

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

~~(b) By Additional Members. Following an Additional Member's admission to the Commission, the Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of such Additional Member shall appoint one of the Additional Member's elected officials to serve as a Commissioner on the Board.~~

(2) ~~Appointment of Non-Member/Appointed Commissioners.~~ Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board pursuant to the process provided in Article V.B.(3) as follows. Such Non-Member/Appointed Commissioners shall be either an elected or appointed public official from the Project Area who is familiar with the Accord's objectives.

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

(b) ~~It is also the intent of t~~The ~~Organizing~~ Members ~~to shall~~ appoint a Commissioner to represent the interests of the Utah Department of Transportation.

(3) Procedure for Approving Additional Members and ~~Non-member/Appointed Commissioners.~~

(a) The appointment of any ~~Additional~~ Member or ~~Non-Member/Appointed~~ Commissioner requires:

~~(i) Unanimous approval of the Commissioners from the Organizing Members;~~

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(ii) A ~~two-thirds~~ majority vote of all Commissioners then serving on the Board; and

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

~~(b) Subparagraphs 3(a)(ii) & (iii) of this approval process are not required for the initial appointment of Non-Member/Appointed Commissioners from:~~

~~(i) The Utah Department of Transportation; and~~

~~(ii) An elected official from the Wasatch Back.~~

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

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

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

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

D. Voting.

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

(2) ~~Unless otherwise expressly provided in this Agreement, a~~All actions of the Commission require approval of at least ~~the two-thirds a~~-majority vote of all Commissioners then serving on the Board.

ARTICLE VI OBJECTIVES AND POWERS

A. Commission Objectives.

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

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

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

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

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

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

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

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

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

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

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

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

B. Commission Powers. The Commission shall have all powers granted by this Agreement, which are as follows: and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

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

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

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

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

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

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

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

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

(9) To sue or be sued.

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

(11) To invest funds as permitted by law.

(12) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions. No bonds, notes or obligations of the Commission will be a debt of a Member without the approval of the legislative body of such Member. [The legislative body of any](#)

Member that imposes a tax, fee, or other revenue stream that secures a bond issued by the Commission must approve the bond.

~~(13) In addition to the previously enumerated powers, but subject to the limitations set forth below, to exercise all other powers incident to the purposes and objectives of the Commission enumerated in this Agreement upon the two-thirds majority vote of all the Commissioners then serving on the Board.~~

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

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

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

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

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

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

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~~(56) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.~~

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

ARTICLE VII

THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

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

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

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

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

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

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

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

B. Objectives of the Council.

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

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

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

(b) Share information.

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

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

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ARTICLE VIII

FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.

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

B. Voluntary Appropriations by the Members.

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

C. Insurance.

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

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

ARTICLE IX

WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Withdrawal.

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

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

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

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

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

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

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

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

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

ARTICLE XI

DISPUTE RESOLUTION

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

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

(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

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

ARTICLE XII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

I. Representation and Warranties.

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

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

DATED effective the date first-above written.

[Signature pages follow]

| Signed this ____ day of _____, ~~2016~~[2017](#).

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

| Signed this ____ day of _____, ~~2016~~[2017](#).

SALT LAKE CITY

Its: _____

Approved as to Form

Signed this ____ day of _____, ~~2016~~[2017](#).

SALT LAKE COUNTY

Its: _____

Approved as to Legal Form

| Signed this ____ day of _____, ~~2016~~[2017](#).

SANDY CITY

Its: _____

Approved as to Form

EXHIBIT A
THE ACCORD, JULY 13, 2015

EXHIBIT B
PROJECT AREA MAP

**CENTRAL WASATCH COMMISSION
INTERLOCAL AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Members agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

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

ARTICLE II

EFFECTIVE DATE AND TERM

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

ARTICLE III

CREATION OF THE COMMISSION

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

ARTICLE IV

DEFINITIONS

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

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

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

ARTICLE V

ORGANIZATION

A. Members. The Commission is initially comprised of the Members that are signatory to this Agreement. Additional Members may be added to the Commission pursuant to the process provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

B. Board.

(1) Appointments of Member Commissioners.

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Voting.

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

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

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

ARTICLE VI

OBJECTIVES AND POWERS

A. Commission Objectives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) To sue or be sued.

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

(11) To invest funds as permitted by law.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

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

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

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

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(b) Share information.

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ARTICLE VIII

FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.

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

B. Voluntary Appropriations by the Members.

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

C. Insurance.

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

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

ARTICLE IX

WITHDRAWAL, TERMINATION, AND DISSOLUTION

A. Withdrawal.

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

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

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

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

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

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

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

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

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

ARTICLE XI

DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

I. Representation and Warranties.

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

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

DATED effective the date first-above written.

[Signature pages follow]

Signed this ____ day of _____, 2017.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

Signed this ____ day of _____, 2017.

SALT LAKE CITY

Its: _____

Approved as to Form

Signed this ____ day of _____, 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Legal Form

Signed this ____ day of _____, 2017.

SANDY CITY

Tom Dolan
Its: Mayor

Approved as to Legal Form


 4.26.17

EXHIBIT A
THE ACCORD, JULY 13, 2015

THE ACCORD

July 13, 2015

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

1. PURPOSE OF ACCORD

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

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

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

2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

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

interested parties.

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

3. AGREED-UPON ACTIONS

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

3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

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

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

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

3.3. LAND EXCHANGE

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

3.4. ALTA LAND EXCHANGE

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

the ski area.

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

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

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

3.5. SNOWBIRD LAND EXCHANGE

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

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

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

3.6. SOLITUDE LAND EXCHANGE

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

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

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

3.7. BRIGHTON LAND EXCHANGE

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

3.8. LAND ACQUISITION PROGRAM

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

3.9. TRANSPORTATION

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

3.10. COTTONWOOD CANYONS

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

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

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

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

3.11. BIG COTTONWOOD TO PARK CITY

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

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

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

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

3.12. PARLEY'S CORRIDOR

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

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

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

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

3.13. MILLCREEK CANYON

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

3.14. TRAILS AND CYCLING

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

3.15. NEPA PROCESS FOR COTTONWOOD CANYONS

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

3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION

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

3.17. GOVERNANCE AND FUNDING

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

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

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

3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

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



MOUNTAIN ACCORD

Signatories:

State of Utah

Governor Gary R. Herbert, State of Utah

Alan Matheson, State of Utah Governor's Office

Nathan Lee, Utah Department of Transportation

Cities/Counties

Mayor Ben McAdams, Mountain Accord Executive Board Chair, Salt Lake County

Chris Robinson, Mountain Accord Executive Board Vice-Chair, Summit County Council

Mayor Ralph Becker, Salt Lake City

Andy Beerman, Park City Council

Mayor Kellvyn 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, Mountain Accord Transportation Co-Chair, Wasatch Front Regional Council

Mike Wilson, Metropolitan Water District Salt Lake and Sandy

State Legislators

Representative Johnny Anderson, Utah Legislature

Representative Brad Dee, Utah Legislature

President Wayne Niederhauser, Utah Senate

Private Entities

Lane Beattie, Salt Lake Chamber of Commerce

Joan DeGiorgio, The Nature Conservancy, Environment Co-Chair

Carl Fisher, Save Our Canyons

Peter Metcalf, Outdoor Industry Association

Nathan Rafferty, Ski Utah




ADDITIONAL SIGNATORIES


Laynee Jones, Mountain Accord Program Manager


System Group Co-Chairs


Jeff Edwards, President and CEO of EDCUtah, Economic Co-Chair


Natalie Gochnour, Associate Dean, David Eccles School of Business, University of Utah, Economic Co-Chair


Ann Ober, Senior Policy Advisor, Park City Municipal, Environment Co-Chair


Brad Barber, Barber Consulting, Recreation Co-Chair


Michael Barth, Bar Waters Design, Recreation Co-Chair

Ski Areas


Bob Bonar, Snowbird Resort


Randy Doyle, Brighton Mountain Resort


Bob Wheaton, Solitude Resort


Onno Wieringa, Alta Ski Lifts Company



MOUNTAIN ACCORD

Public Signatories:

	Rodney Sorensen	Sandy	8/3/15
Signature	Print Name	City of Residence	Date
	David Kallat	Bluffdale	8/3/15
Signature	Print Name	City of Residence	Date
	LIZA SIMPSON	PARK CITY	8/3/15
Signature	Print Name	City of Residence	Date
	Bob Wood	Holladay	8-3-15
Signature	Print Name	City of Residence	Date
	John Johnson	S.L.C	8/3/15
Signature	Print Name	City of Residence	Date
	Jayne Blakesley	Holladay	03 Aug 2015
Signature	Print Name	City of Residence	Date
	Lisa Bagley	East Millcreek	8-3-15
Signature	Print Name	City of Residence	Date
	DONNA WAHOFF-STICE	Summit Park	8-3-15
Signature	Print Name	City of Residence	Date
	MABEL DOUGHERTY	PARK CITY	8-3-15
Signature	Print Name	City of Residence	Date
	Ellie Ienatsch	Cottonwood Hills	8/3/15
Signature	Print Name	City of Residence	Date
	Kimberly Frost	saltlake	8/3/15
Signature	Print Name	City of Residence	Date
	Sarah Bennett	SLC	8/3/15
Signature	Print Name	City of Residence	Date

Signature

Print Name

City of Residence

Date

Signature

Print Name




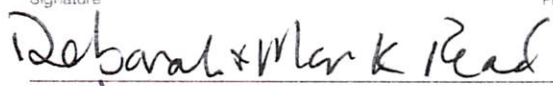
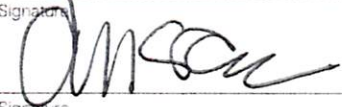
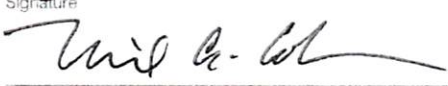

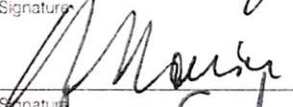

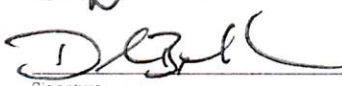
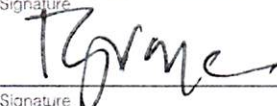
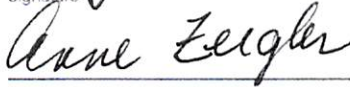
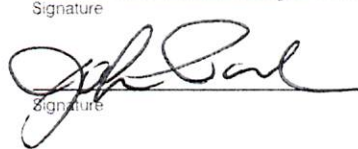
City of Residence

Date



MOUNTAIN ACCORD



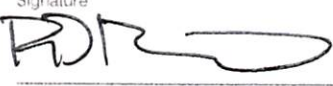



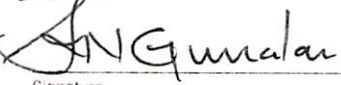
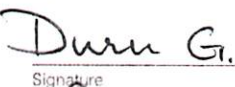
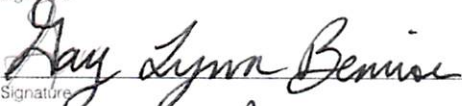


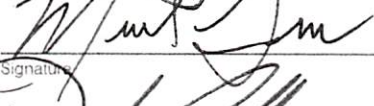

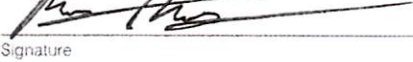
Public Signatories:

	Dave Iltis	Salt Lake City	8-3-15
Signature	Print Name	City of Residence	Date
	Matt Mordek	SLC	8/3/15
Signature	Print Name	City of Residence	Date
	Lauren Scholnick	SLC	8/3/15
Signature	Print Name	City of Residence	Date
	Deborah Read	Cotton Hts	8/3/15
Signature	Print Name	City of Residence	Date
	Connie Marshall	Sandy	8/3/15
Signature	Print Name	City of Residence	Date
	NEIL COHEN	SANDY	8/3/15
Signature	Print Name	City of Residence	Date
	Marie Taylor	SLC	8/3/15
Signature	Print Name	City of Residence	Date
	Melanie Marier	Cotton Hts	8/3/15
Signature	Print Name	City of Residence	Date
	Jennifer Seabury	Park City	8/3/15
Signature	Print Name	City of Residence	Date
	DAVID NIELSON	SALT LAKE CITY	8/3/15
Signature	Print Name	City of Residence	Date
	Rob Voge	Sandy	8/3/15
Signature	Print Name	City of Residence	Date
	Anne Zeigler	C.H.	8/3/15
Signature	Print Name	City of Residence	Date
	John Park	C.H.	8/3/15
Signature	Print Name	City of Residence	Date
Signature	Print Name	City of Residence	Date



MOUNTAIN ACCORD

Public Signatories:

	Kimberly Barnett SLC	8/3/15
Signature	Print Name	Date
	Robin Hutcherson SLC	"
Signature	Print Name	Date
	Paul Diegel SLC	8/3/15
Signature	Print Name	Date
	Eliot Setzer Murray	8/3/15
Signature	Print Name	Date
	John Hiskel Sand	8/3/15
Signature	Print Name	Date
	Jacob Adams Sandy	3 Aug 2015
Signature	Print Name	Date
	K.N. GUNALAN WEST JORDAN	8/3/15
Signature	Print Name	Date
	DURU GUNALAN "	"
Signature	Print Name	Date
	Gay Lynn Bennion Cottonwood Heights	8/3/15
Signature	Print Name	Date
	LYNN H. PACE Holladay City	8-3-15
Signature	Print Name	Date
	NEWEL T. JENSEN SALT LAKE CITY	8-3-15
Signature	Print Name	Date
	Michael Grass Salt Lake City	8-3-15
Signature	Print Name	Date
	Derek Siddaway Rockport	8-3-15
Signature	Print Name	Date
	Austin Tenny Provo	8-3-15
Signature	Print Name	Date



MOUNTAIN ACCORD

Public Signatories:

Signature: *[Handwritten Signature]* Print Name: Laura Briefer City of Residence: Salt Lake City Date: 8/3/15

Signature: *[Handwritten Signature]* Print Name: PAUL ZOKEAMAN City of Residence: SLCC Date: 8/3/15

Signature: *[Handwritten Signature]* Print Name: Brad Gilson City of Residence: Date: 8-3-15

Signature: *[Handwritten Signature]* Print Name: Jared Grant City of Residence: Date: 8-3-15

Signature: *[Handwritten Signature]* Print Name: Jacquelyn Thiel City of Residence: Millcreek Trails Assoc Date: 8/3/15

Signature: *[Handwritten Signature]* Print Name: Patrick A. Shea City of Residence: SLCC Date: 8/3/15

Signature: *[Handwritten Signature]* Print Name: RICHARD SNEEBROUW City of Residence: SL COUNTY Date: 8-3-15

Signature: *[Handwritten Signature]* Print Name: Nancy von Allmen City of Residence: SL CO Date: 8/3/15

Signature: _____ Print Name: _____ City of Residence: _____ Date: _____

Signature: _____ Print Name: _____ City of Residence: _____ Date: _____

Signature: _____ Print Name: _____ City of Residence: _____ Date: _____


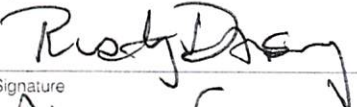
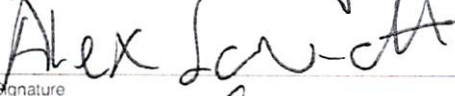

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Signature: _____ Print Name: _____ City of Residence: _____ Date: _____



Public Signatories:

	Carly Castle	Salt Lake City	08/03/2015
Signature	Print Name	City of Residence	Date
	Rusty Dassing	POWDERHORN	8/3/2015
Signature	Print Name	City of Residence	Date
	Alex Schmidt	SLC	8/3/15
Signature	Print Name	City of Residence	Date
	Yuliya Chadorich	SANDY	8/3/15
Signature	Print Name	City of Residence	Date

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Signature	Print Name	City of Residence	Date
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Accord Signatures from Website

First Name	Last Name	Date
Jason	Burningham	3/2/2016
Carolyn	Hoffert	23/12/2015
Todd	Evans	22/12/2015
Earl	Lewis	1/12/2015
Patrick	Matheson	13/11/2015
Rod	Read	5/11/2015
Justin	Runyan	4/11/2015
Robert	Smith	2/11/2015
Mindy	Fauntleroy	1/11/2015
Laurence	Renzetti	31/10/2015
Richard	Webb	31/10/2015
Denzel	Rowland	31/10/2015
Henry	Whiteside	30/10/2015
Bertrand	Serlet	30/10/2015
Daniel	Freifeld	30/10/2015
Samantha	Goldstein	28/10/2015
Jennifer	Lecker	15/10/2015
Phyllis	Anderson	14/10/2015
Robert	Ett	13/10/2015
Nick	Duerksen	13/10/2015
John	Van Hoff	13/10/2015
James	Mulcare	13/10/2015
John	Knoblock	13/10/2015
Beat	von Allmen	13/10/2015
Pierre	Askmo	13/10/2015
Dixie	Huefner	13/10/2015
Brian	Stillman	13/10/2015
Merrill L	Johnson	13/10/2015
Barbara	Cameron	12/10/2015
Mark	Mylar	12/10/2015
Jim	Byrne	12/10/2015
Nancy	Pinnell	29/09/2015
Kirk	Nichols	27/09/2015
Eileen	White	27/09/2015
Matthew	Webb	26/09/2015
Robert	Smith	26/09/2015
Brian	Stillman	26/09/2015
Trudy	Bach Whitehead	26/09/2015
Dianne	Gaschler	26/09/2015
Naomi	Franklin	26/09/2015
Anne	Zeigler	26/09/2015
John	Worlock	25/09/2015
James	Mulcare	25/09/2015
Mark	Barone	25/09/2015

Jack	Crognale	25/09/2015
Daintrie	Zega	25/09/2015
Lucilr	Keough	25/09/2015
Albert	Schmidt	31/08/2015
Diane	Hamiton	31/08/2015
Debbie	Baskin	25/08/2015
Albert	Schmidt	22/08/2015
Kathleen	Freeman	3/8/2015
Tegan	Feudale	27/07/2015

ATTACHMENTS

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

INCORPORATED BY REFERENCE

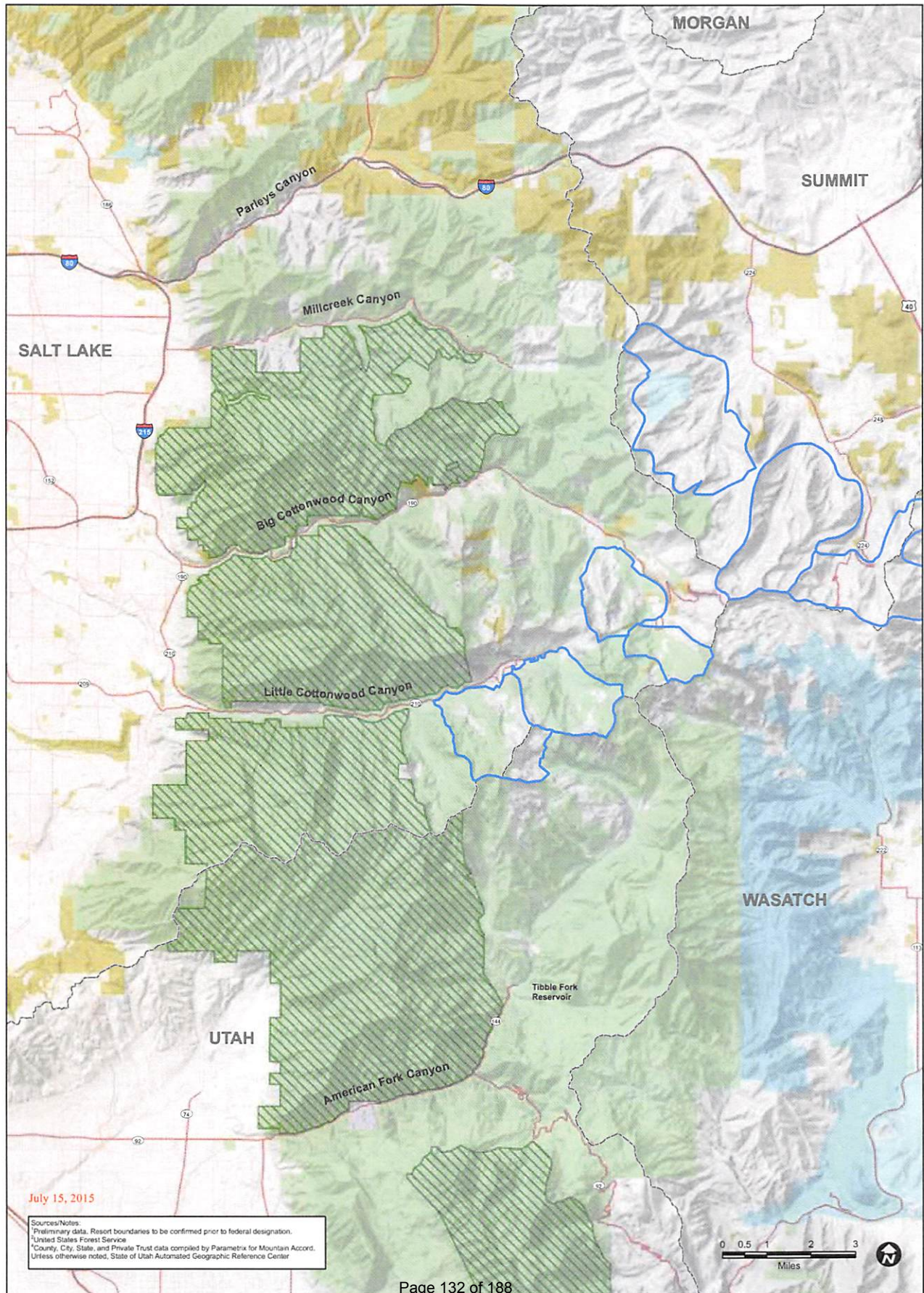
1. Mountain Accord Program Charter
2. Mountain Accord Existing Conditions and Future Trendlines Report
3. Mountain Accord Vision, Goals, and Metrics
4. Mountain Accord Idealized Systems Reports
5. Mountain Accord Trails Implementation Plan



Attachment 1: Mountain Accord Executive Board (July 2015)

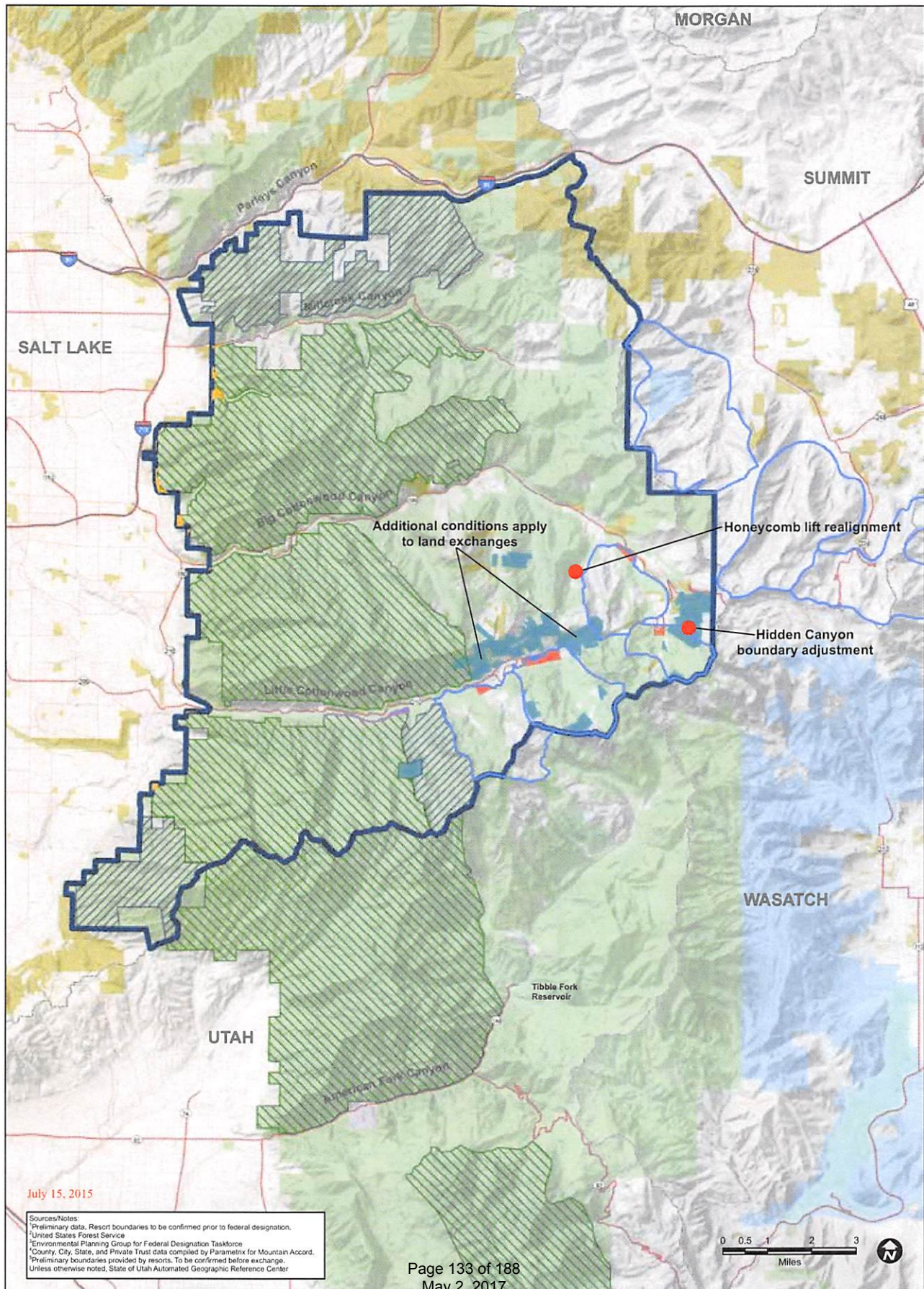
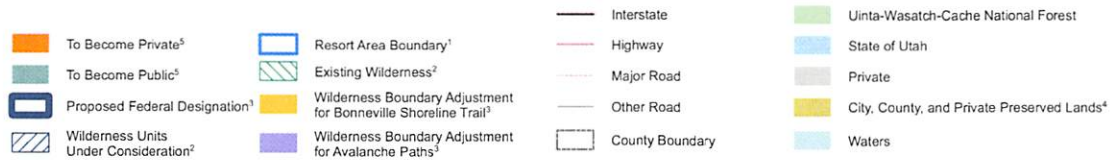
Cities/Counties	
Mayor Ben McAdams, Chair	Salt Lake County
Councilmember Chris Robinson, Vice-Chair	Summit County
Mayor Ralph Becker	Salt Lake City
Councilmember Andy Beerman	Park City
Mayor Kelvyn Cullimore	Cottonwood Heights
Mayor Tom Dolan	Sandy City
Mike Kohler	Wasatch County (non-participating after Phase I)
Mayor Tom Pollard	Town of Alta
Mayor Troy Walker	Draper City (Phase II participant)
Local Districts/MPOs	
Michael Allegra	Utah Transit Authority
Andrew Gruber	Wasatch Front Regional Council
Mike Wilson	Metro. Water District Salt Lake /Sandy
State Government	
Nathan Lee	Utah Department of Transportation
Alan Matheson	State of Utah, Governor's Office
TBD	Governor's Office of Economic Dev. (Phase II participant)
State Legislators	
Representative Johnny Anderson	Utah Legislature
Representative Brad Dee	Utah Legislature
President Wayne Niederhauser	Utah Legislature, Senate President
Federal Government	
Linda Gehrke	Federal Transit Administration (non-signatory)
Ivan Marrero	Federal Highway Administration (non-signatory)
Dave Whittekiend/ Cathy Kahlow	US Forest Service (non-signatory)
Private Entities	
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

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

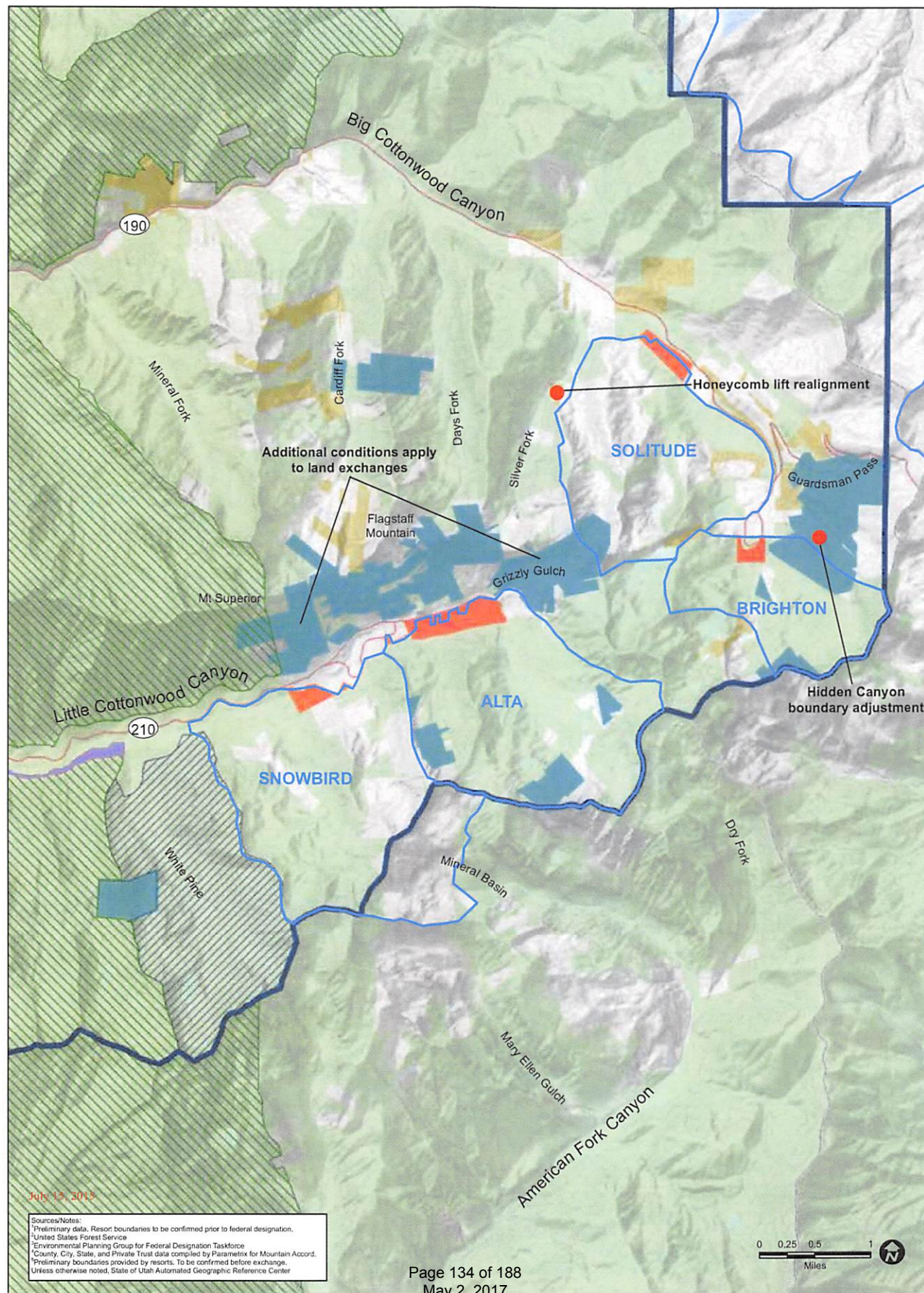


July 15, 2015

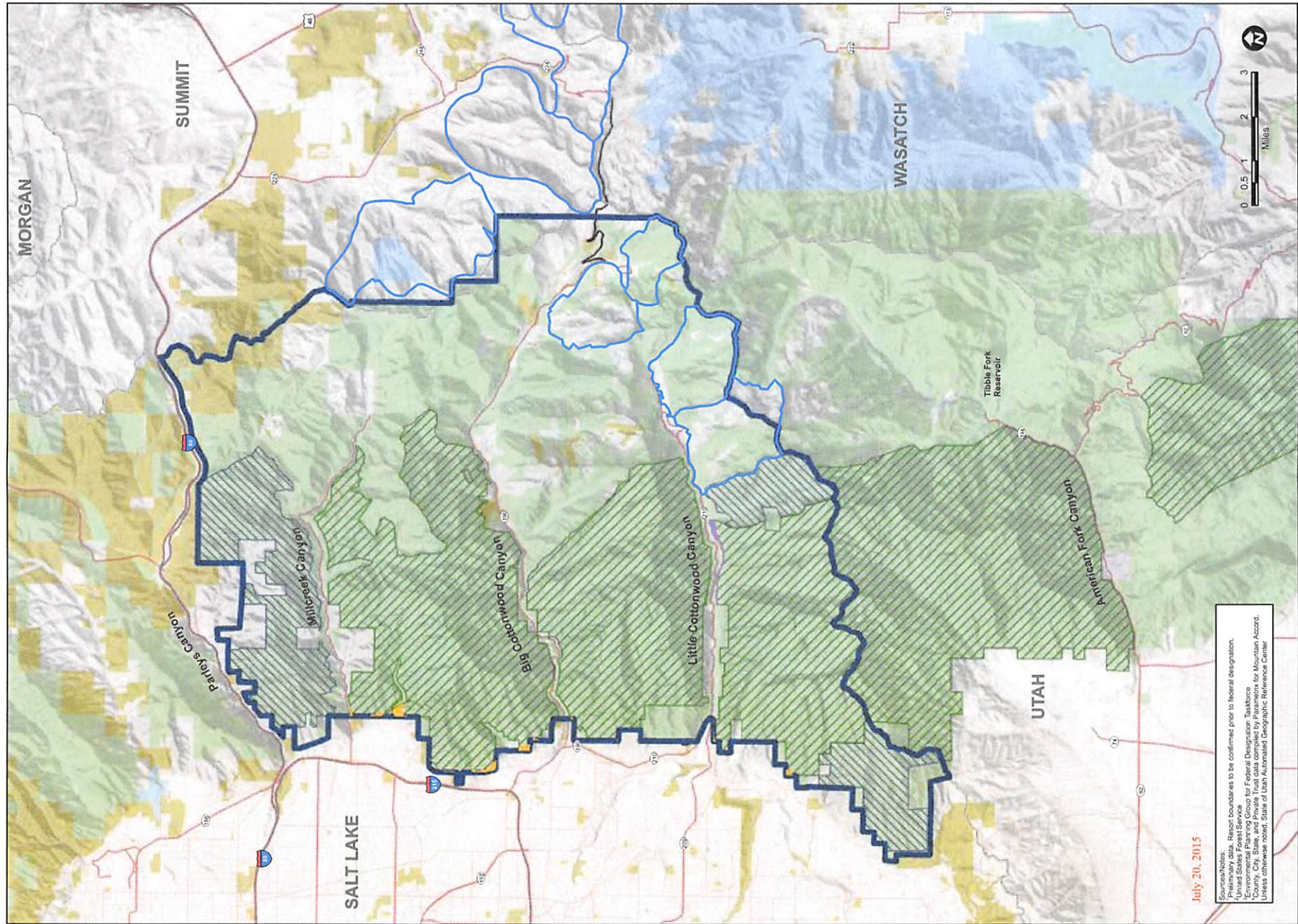
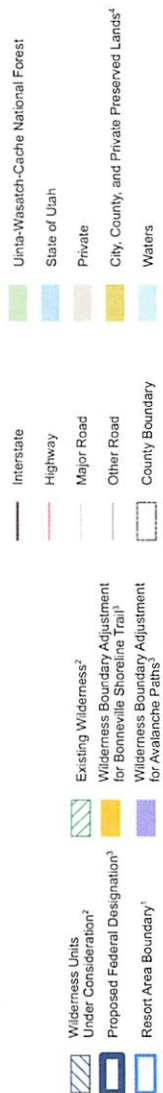
Sources/Notes:
¹Preliminary data. Resort boundaries to be confirmed prior to federal designation.
²United States Forest Service
³County, City, State, and Private Trust data compiled by Parametrix for Mountain Accord.
⁴Unless otherwise noted, State of Utah Automated Geographic Reference Center



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



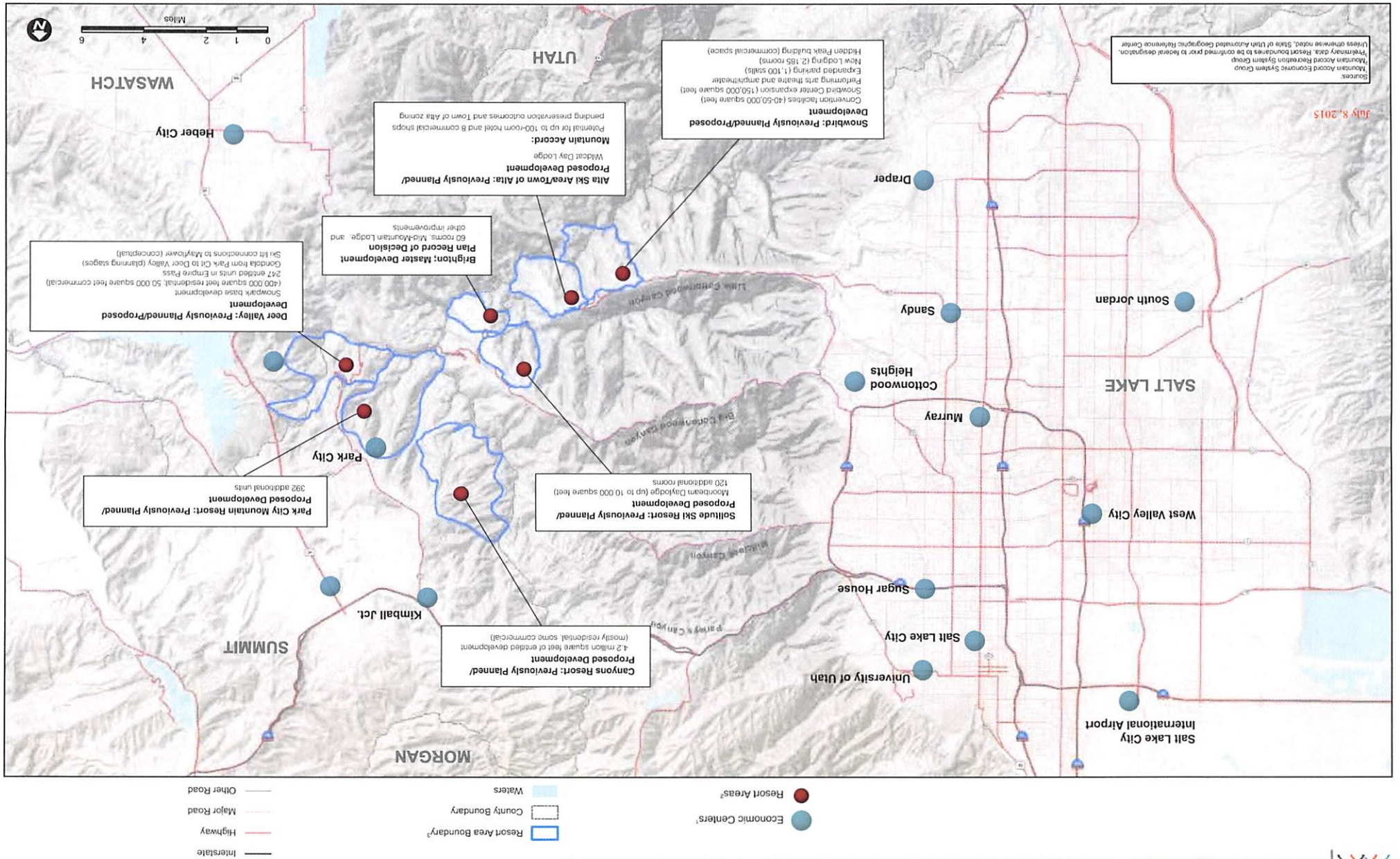
MOUNTAIN ACCORD INTENDED OUTCOMES - ATTACHMENT 5



July 20, 2015

Sources/Notes:
¹ Preliminary data. Resort boundaries to be confirmed prior to federal designation.
² Wilderness Units Under Consideration.
³ Environmental Planning Group for Federal Designation Taskforce.
⁴ County, City, State, and Private Trust data compiled by Parameters for Mountain Accord.
 Unless otherwise noted, State of Utah Automated Geographic Reference Center.

MOUNTAIN ACCORD RESORT AREA DEVELOPMENT - ATTACHMENT 6



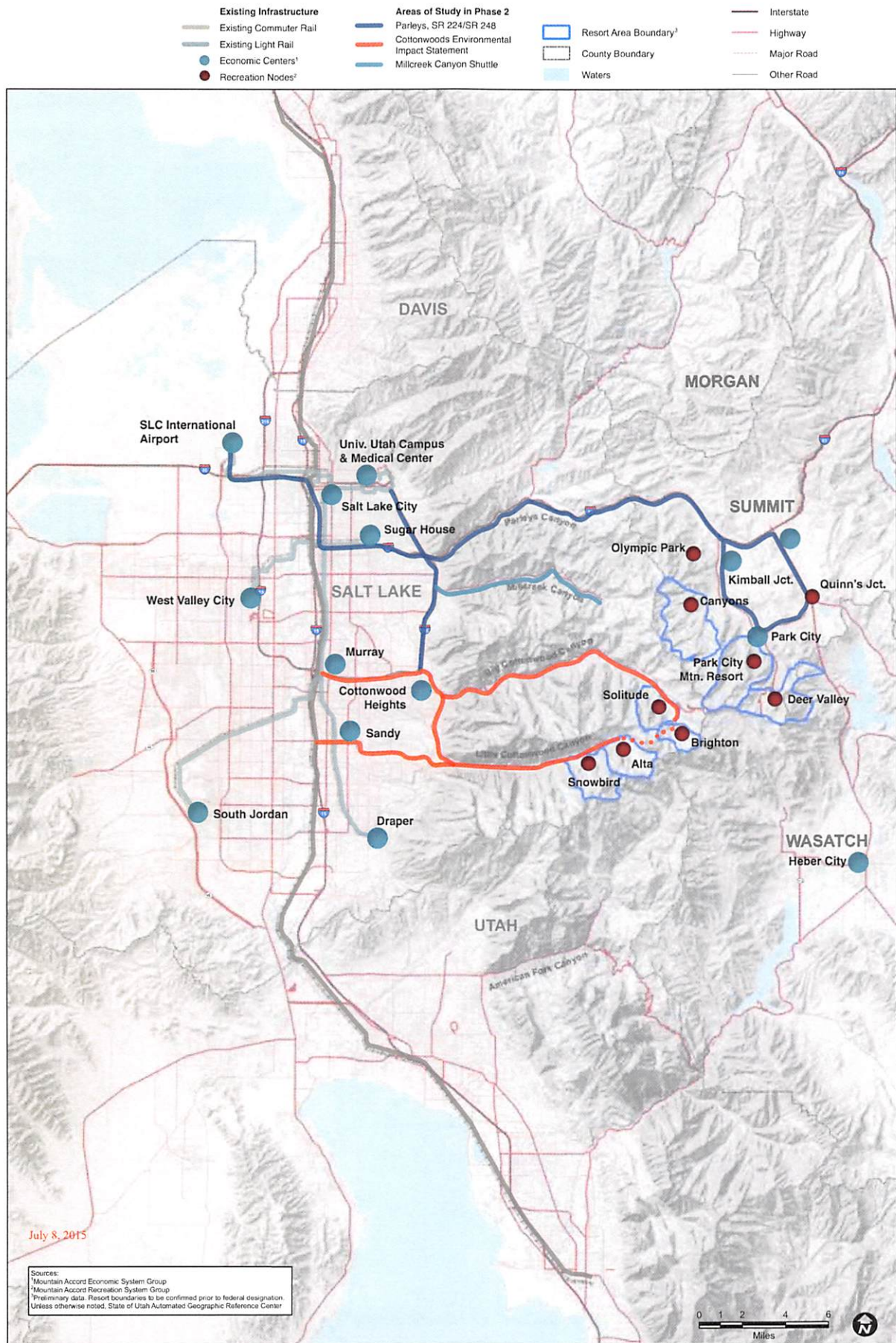


EXHIBIT B
PROJECT AREA MAP

Resolution No. 17-20c

**A RESOLUTION OF THE SANDY CITY COUNCIL APPROVING AN
INTERLOCAL AGREEMENT WITH SALT LAKE CITY, SALT LAKE
COUNTY, AND COTTONWOOD HEIGHTS REGARDING THE
FORMATION OF THE CENTRAL WASATCH COMMISSION.**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS Sandy City is a “public agency” as defined in the Interlocal Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the “Commission”) with Salt Lake County, Salt Lake City, and Cottonwood Heights (the “Members”) to accomplish the purpose of joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members;

WHEREAS the City signed the Mountain Accord document (the “Accord”) effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments;

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

WHEREAS the City, in furtherance of the purposes of the Accord and the Interlocal Act desires to enter into the Central Wasatch Commission Interlocal Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, to provide for the creation of the Commission and to vest in the Commission all such power and authority as is necessary, desirable or useful to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SANDY CITY:

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is hereby approved. The Mayor is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the City’s best interest and in harmony with the intent and purpose of the Agreement. The Mayor is further authorized to execute the

Agreement on behalf of Sandy City and to take actions reasonably necessary to carry out the intent and purpose of the Agreement and its terms.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act and upon full execution of the Agreement, a duly executed original counterpart thereof shall be filed immediately with the City Recorder, the keeper of records of the City.

4. This resolution takes effect upon adoption. The effective date of the Agreement shall be the date indicated therein.

APPROVED AND ADOPTED on _____, 2017.

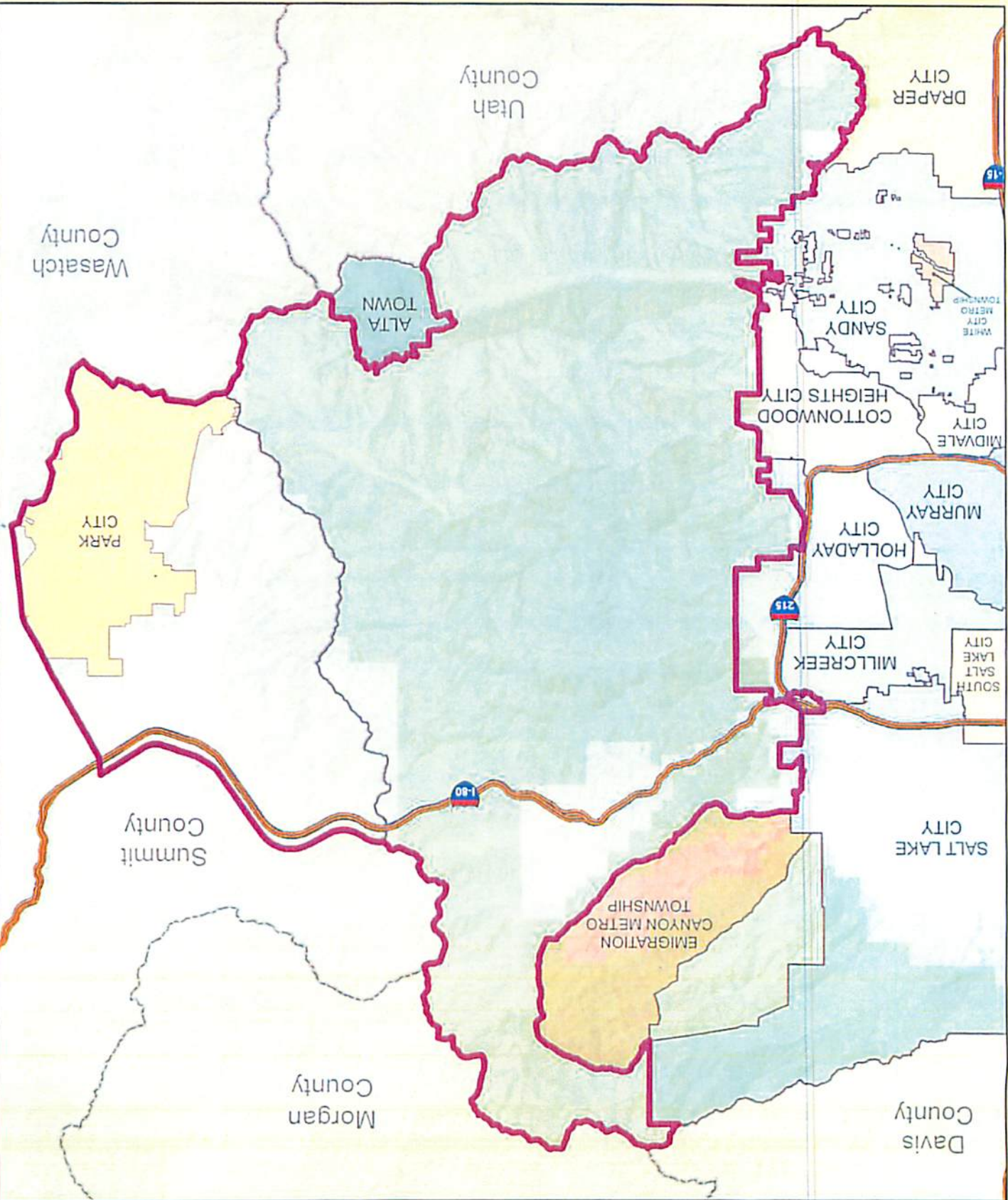
Stephen P. Smith, Chairman
Sandy City Council

Attest:

Molly Spira, *City Recorder*

Exhibit A

Form of Agreement





Staff Report

File #: 17-113, Version: 1

Date: 5/2/2017

Agenda Item Title:

Administration recommending the City Council adopt the Central Wasatch Commission Transfer Agreement.

Presenter:

Dan Hartman

Description/Background:

The previous agenda item adopted the Central Wasatch Commission interlocal agreement, the successor of the Mountain Accord. The attached Transfer Agreement transfers Sandy City's previous Mountain Accord funding commitment to the newly established Central Wasatch Commission.

Fiscal Impact:

The remaining amount committed to Mountain Accord, and now to the CWC is \$200,000 (\$100,000 for two years).

Recommended Action and/or Suggested Motion:

Motion to adopt Resolution 17-21C.

Resolution No. 17-21c

**A RESOLUTION OF THE SANDY CITY COUNCIL APPROVING AN
INTERLOCAL AGREEMENT WITH THE CENTRAL WASATCH
COMMISSION TO TRANSFER THE RIGHTS, OBLIGATIONS, AND
FUNDS HELD BY THE MOUNTAIN ACCORD TO THE CENTRAL
WASATCH COMMISSION.**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS Sandy City is a “public agency” as defined in the Interlocal Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the “Commission”) with Salt Lake County, Salt Lake City, and Cottonwood Heights (the “Members”) to accomplish the purpose of joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members;

WHEREAS the City signed the Mountain Accord document (the “Accord”) effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments;

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

WHEREAS the City, in furtherance of the purposes of the Accord, the Central Wasatch Commission Interlocal Agreement, and the Interlocal Act, desires to enter into the Interlocal Assignment, Assumption & Consent Agreement (the “Transfer Agreement”), substantially in the form attached hereto as **Exhibit A**, to facilitate the creation of the Commission by transferring to the Commission all rights, obligations, and funds remaining under the Accord and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SANDY CITY:

1. The Transfer Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is hereby approved. The Mayor is authorized to approve any minor modifications, amendments, or revisions to the Transfer Agreement as may be in the City’s best interest and in harmony with the intent and purpose of the Transfer Agreement. The

Mayor is further authorized to execute the Transfer Agreement on behalf of Sandy City and to take actions reasonably necessary to carry out the intent and purpose of the Transfer Agreement and its terms.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Transfer Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act and upon full execution of the Transfer Agreement, a duly executed original counterpart thereof shall be filed immediately with the City Recorder, the keeper of records of the City.

4. This resolution takes effect upon adoption. The effective date of the Transfer Agreement shall be the date of the last Party's signature.

APPROVED AND ADOPTED on _____, 2017.

Stephen P. Smith, Chairman
Sandy City Council

Attest:

Molly Spira, *City Recorder*

Exhibit A

Form of Agreement

INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective _____, 2017 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"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Salt Lake City, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new Interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

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. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	0*	600,000*
Totals	\$3,375,000	\$925,000	\$2,450,000

Note *: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable after the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. **CURRENT PHASE II PROJECTS.** The following Phase II projects are currently under way:

a. WFRM has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by

WFRC for use under the Program Director Contract. As soon as practicable after the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. **INVOICES.** Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. **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. 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.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

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

9. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

10. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

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

Copy to:

Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84133
Telephone: (801) 530-7478
Email: wstopham@cnmlaw.com

DRAPER CITY

Mayor Troy K. Walker
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email: troy.walker@draper.ut.us

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Michael L. Wilson
Metropolitan Water District of Salt
Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
Telephone: (801) 942.9685
Email: wilson@swdsls.org

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: 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

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, UT 84070

Copy to:

Sandy City
Attn: Deputy Mayor
10000 Centennial Parkway
Sandy, UT 84070
Telephone: (801) 568-4670

SALT LAKE CITY

Mayor Jackie Biskupski
Salt Lake City Mayor's Office
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone:
Email: jackie.biskupski@slcgov.com

Copies to:

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

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

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575
Email: kbarnett@slco.org

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, UT 84098
Email: cfrobinson@summitcounty.org

Copy to:
Tom Fisher
Summit County Council
60 North Main
Box 128
Coalville, UT 84017
Email: tfisher@summitcounty.org

TOWN OF ALTA

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

UTAH DEPARTMENT OF TRANSPORTATION Carlos Braceras
Executive Director
P.O. Box 141265
Salt Lake City, UT 84114-1265
cbraceras@utah.gov

Copy to:

James Palmer
Assistant Attorney General
4501 South 2700 West
P.O. Box 148455
Salt Lake City UT 84114-8455
jimpalmer@ut.gov

UTAH TRANSIT AUTHORITY

Jerry Benson
President & CEO
669 West 200 South
Salt Lake City, UT 84101
jbenson@rideuta.com

Copy to:

Jayme Blakesley
General Counsel
699 West 200 South
Salt Lake City, UT 84101
Email: jblakesley@rideuta.com

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber
Executive Director
Wasatch Front Regional Council
295 North Jimmy Doolittle Road
Salt Lake City, UT 84116
Email: agruber@wfrc.org

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. 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, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs, if any.

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.

12. 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.

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

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

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

DRAPER CITY

Its: _____

Approved as to Form

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Its: _____

Approved as to Form

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

PARK CITY MUNICIPAL CORPORATION

Its: _____

Approved as to Form

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SANDY CITY

Tom Dolan
Its: Mayor

Approved as to Form



4.26.17

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SALT LAKE CITY

Its: _____

Approved as to Form

SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Form

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SUMMIT COUNTY

Its: _____

Approved as to Form

TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

TOWN OF ALTA

Its: _____

Approved as to Form

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

UTAH DEPARTMENT OF TRANSPORTATION

Its: _____

Approved as to Form

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Dated this _____ day of _____, 2017.

UTAH TRANSIT AUTHORITY

Its: _____

Approved as to Form

Dated this ____ day of _____, 2017.

WASATCH FRONT REGIONAL COUNCIL

Its: _____

Approved as to Form

Dated this _____ day of _____, 2017.

CENTRAL WASATCH COMMISSION

Its: _____

Approved as to Form



Mountain Accord

Financial Transparency Report



February 23, 2017

FINANCIAL TRANSPARENCY REPORT

The Mountain Accord Executive Board (comprised of more than 20 public and private entities) was formed in the last quarter of 2013, with the official Program Charter approved in February 2014 and attached in the Appendices. Funding for the program was outlined in the Phase I and Phase II Interlocal Funding Agreements (attached in the Appendices) signed by the local and state government entities on the Executive Board (11 entities). Per the interlocal agreements, the Utah Transit Authority (UTA) was responsible for the management and administration of Mountain Accord funds in a separate, interest-bearing holding account. Consultants were hired through UTA, the Wasatch Front Regional Council (WFRC), Salt Lake County, and Summit County per the Phase I and Phase II Interlocal Funding Agreements.

Phase 1 of the Mountain Accord project extended from the latter part of 2013 through December 2015. Phase 1 culminated in the Mountain Accord Agreement which was signed August 2015, a copy of which is attached in the Appendices. Phase II began in January 2016, with more emphasis on implementation of projects. The structure of the Mountain Accord project will also undergo change in 2016 when/if the Central Wasatch Commission, a proposed Title 11 Chapter 13 interlocal entity, is created. The last meeting of the Mountain Accord Executive Committee occurred in May 2016.

The purpose of this report is to aggregate and summarize, from a financial standpoint, the major tasks completed and accomplished by the Mountain Accord Executive Committee, along with the accompanying revenues and expenses necessary for these accomplishments from the latter part of 2013 through the end of September 2016.

Zions Public Finance, Inc. has performed an internal review of the financial accounts of the Mountain Accord project based on information provided by Utah Transit Authority (UTA) and Wasatch Front Regional Council (WFRC) and does not constitute an audit of the Mountain Accord project, and we do not express an opinion as to whether the information we reviewed presents fairly the accounting status of the Mountain Accord project. We are prohibited from offering such an opinion by the fact that we are not licensed as public accountants.

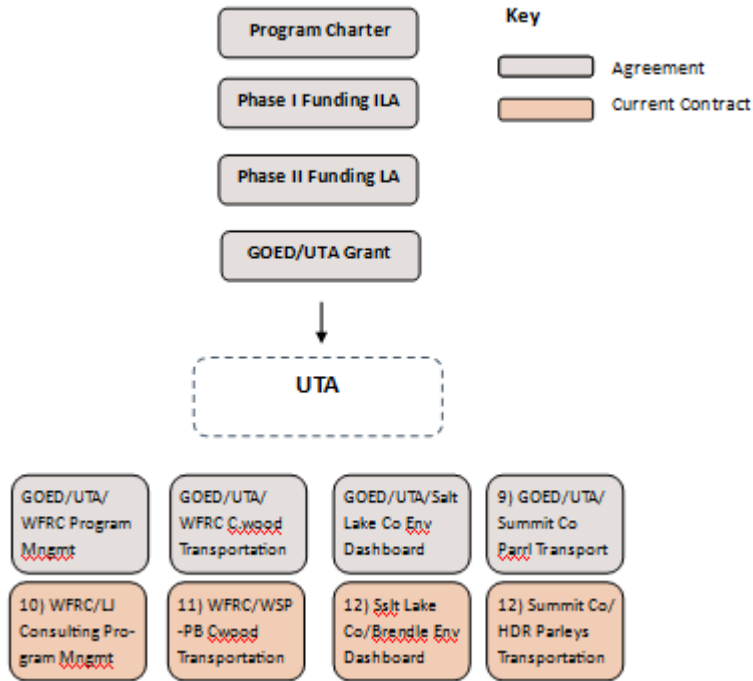
This report is organized as follows:

- I. Mountain Accord Project Revenue and Funding Sources
- II. Mountain Accord Project Expenditures
- III. Projects and Expenditures Discussion
- IV. Financial Disclosure
- V. Open and Public Meetings
- VI. Procurement
- VII. Recent Projects, Ongoing Projects and Commitments Going Forward
- VIII. Grants
- IX. Audit Report

I. Revenue and Funding Sources

The basic structure for the funding and current (Phase II) major expenditures of the Mountain Accord program is shown below. More detail on each component is provided in the following sections.

FIGURE 1: MOUNTAIN ACCORD PROGRAM STRUCTURE PHASE II



A Program and Funding Agreement for Wasatch Summit Phase I (“Phase I Funding Interlocal Agreement”), dated February 3, 2014, identifies the funding commitments made by various government entities to the Mountain Accord process. The funding agreement was for a two-year period including calendar years 2013 and 2014.

A copy of this agreement is attached in the Appendices and summarized as follows:

TABLE 1: PHASE 1 FUNDING COMMITMENTS

Phase 1 - Entities	Amount
State of Utah (issued through UDOT)	\$2,600,000
Utah Transit Authority	\$200,000
Salt Lake City	\$200,000
Sandy City	\$100,000
City of Cottonwood Heights	\$50,000
Town of Alta	\$25,000
Park City Municipal Corporation	\$100,000
Salt Lake County	\$200,000
Summit County	\$50,000
Wasatch County	\$50,000
MWDLS (Metro Water District of Salt Lake/Sandy)	\$100,000

Phase 1 - Entities	Amount
TOTAL ILA Funding Commitment	\$3,675,000
State of Utah (through Governor's Office of Economic Development Grant to UTA)	\$3,000,000
TOTAL PHASE I Funding Commitments	\$6,675,000

The State of Utah Legislature appropriated \$3 million in funding through a grant from the Governor's Offices of Economic Development (GOED), discussed further in this report. A historical summary of legislative appropriations is included in the Appendices.

Additional commitments for funding were made in a Phase II Mountain Accord Program and Funding Agreement dated February 16, 2016 for a three-year time period extending from 2015 through 2017. A copy of this agreement is attached in the Appendices and summarized as follows:

TABLE 2: PHASE 2 FUNDING COMMITMENTS

Phase 2 Entities	3-yr Commitment Amount
Town of Alta	\$45,000
City of Cottonwood Heights	\$150,000
Draper City	\$180,000
MWDSLS	\$300,000
Park City Municipal Corporation	\$300,000
Salt Lake City	\$600,000
Salt Lake County	\$600,000
Sandy City	\$300,000
Summit County	\$150,000
UDOT	\$150,000
TOTAL ILA Funding Commitment (Cash)	\$2,775,000
UTA In-Kind Services (bus services in winters of 2016, 2017 and 2018)	\$600,000

Revenues collected from the various entities are shown in the table below in the year in which the revenues were received. Note that revenues were sometimes not collected in the year committed and due. UTA is meeting part of its funding commitments through increased bus service in Big and Little Cottonwood Canyons, rather than through a direct monetary contribution.

TABLE 3: SUMMARY OF REVENUE AS OF SEPTEMBER 30, 2016

Source	2013	2014	2015	2016	TOTAL
State of Utah	\$2,600,000	\$0	\$3,000,000	\$0	\$5,600,000
Local ILA Partners:					
Cottonwood Heights	\$25,000	\$0	\$25,000	\$50,000	\$100,000
Draper	\$0	\$0	\$0	\$60,000	\$60,000
MWDSLS	\$50,000	\$50,000	\$0	\$100,000	\$200,000
Park City	\$50,000	\$50,000	\$0	\$100,000	\$200,000

Source	2013	2014	2015	2016	TOTAL
Sandy	\$50,000	\$50,000	\$0	\$100,000	\$200,000
Salt Lake City	\$0	\$200,000	\$0	\$200,000	\$400,000
Salt Lake County	\$100,000	\$100,000	\$0	\$200,000	\$400,000
Summit County	\$25,000	\$0	\$25,000	\$50,000	\$100,000
Town of Alta	\$0	\$25,000	\$0	\$15,000	\$40,000
UTA	\$200,000	\$0	\$0	\$0	\$200,000
UDOT	\$0	\$0	\$0	\$50,000	\$50,000
Wasatch County	\$25,000	\$25,000	\$0	\$0	\$50,000
Subtotal Local ILA Partners	\$525,000	\$500,000	\$50,000	\$925,000	\$2,000,000
Subtotal State and Local Government Funding					\$7,600,000
Private Funding	\$0	\$59,572	\$5,000	\$0	\$64,572
Interest Income	\$7,423	\$9,534	\$4,196	\$5,586	\$26,738
PTIF (Utah Public Treasurer's Investment Fund)	\$7,423	\$9,527	\$4,171	\$5,511	\$26,632
Zions Bank	\$0	\$6	\$25	\$75	\$106
TOTAL REVENUE	\$3,132,423	\$569,106	\$3,059,196	\$930,586	\$7,691,310
Outstanding Funds to be Collected					\$1,850,000

II. Expenditures

UTA keeps the financial records of the Mountain Accord project until funds are transferred to the Central Wasatch Commission, if formed. UTA tracks monies in the holding account for the Mountain Accord project, as well as the expenses for the UTA-managed State of Utah GOED grant. Phase I work is complete and expenditures are listed in Table 4.

In early 2016, UTA transferred a portion of the program funds from the holding account for the following entities for Phase II projects:

- WFRM for the Program Management contract (\$1M);
- WFRM for the Cottonwood Canyon transportation project contract (\$1M);
- Salt Lake County for the Environmental Dashboard project (\$249,988); and
- Summit County for the Parleys Corridor/I-80 Transportation Study (\$399,820).

WFRM, Salt Lake County, and Summit County now track the expenses for the above-listed contracts. The work for the Phase II contracts is ongoing and has not been completed as of the date of this report. A summary of expenses to date for the Phase II contracts at WFRM, Salt Lake County, and Summit County are included in Mountain Accord Financial Reports (also at www.mountainaccord.com or <https://auditor.utah.gov>) and the latest invoice for each of the projects. The September 2016 Financial Report is included in the Appendices.

The summary of expenditures and transfers for the UTA account is based on the Financial Report provided by UTA as of August 8, 2016. The UTA Financial Report is included in the Appendices.

TABLE 4: EXPENDITURES AND TRANSFERS FOR ONGOING WORK UNDER UTA ACCOUNT

Expenses	TOTAL
Program Management (LJ Consulting contract with UTA)	
LJ Consulting	\$511,738
Reimbursable Expenses	\$9,156
Barber Consulting	\$30,239
Educational Travel	\$15,866
Gallis & Associates	\$62,042
Grassroots Communications	\$240,872
Houndstooth Technology	\$800
Subtotal for Program Management	\$870,713
Peer Review (Perkins, Coie LLP existing contract with UTA)	\$21,631
Technical Consultant (Parametrix contract with UTA)	\$3,524,404
WFRC Ridership Model (Fehr and Peers Contract with WFRC)	\$299,708
Grit Mill Trail Project	\$20,000
Other (room rentals, supplies, software)	\$34,263
Bank Service Fees	\$355
TOTAL PHASE I EXPENSES	\$4,771,074
Transfer to WFRC for Phase II Program Management (LJ Consulting)	\$1,000,000
Transfer to WFRC for Phase II Cottonwood Canyons Transportation Study (WSP/Parsons Brinkerhoff)	\$1,000,000
Transfer to Salt Lake County for Phase II Environmental Dashboard (Brendle Group)	\$249,988
Transfer to Summit County for Parleys Corridor/I-80 Transportation Study	\$399,820
Ski Utah Carpool/Transit Marketing Project	\$5,000
Bank Service Fees	\$225
TOTAL PHASE II EXPENSES & TRANSFERS FOR ONGOING WORK	\$2,655,033
TOTAL PHASE I and PHASE II EXPENSES & TRANSFERS FOR ONGOING WORK	\$7,426,107
FUNDS REMAINING IN UTA ACCOUNT (September 2016)	\$265,236

III. PROJECTS AND EXPENDITURES DISCUSSION

A summary of the yearly cash flows for the Mountain Accord project's account with UTA is as follows:

TABLE 5: UTA ACCOUNT CASH FLOWS

UTA Account	2013	2014	2015	2016
Beginning Balance	\$0	\$2,978,368	\$546,609	\$1,889,650
Revenues	\$3,132,423	\$569,106	\$3,059,196	\$930,586
Expenses	\$154,054	\$3,000,866	\$1,616,154	\$5,175
Transfers Out	\$0	\$0	\$100,000	\$2,549,808
Ending Balance	\$2,978,368	\$546,609	\$1,889,650	\$265,253

The Mountain Accord Program Director prepared regular budget updates based on financial reports provided by UTA. The budget updates were distributed to the Executive Board and posted on the Mountain Accord website (www.mountainaccord.com) with Executive Board meeting notes.

Phase I Work

The work in Phase I culminated in an agreement on the future of the Central Wasatch mountains for all the Executive Board members including the Governor of Utah, plus many additional stakeholders and members of the public. The Accord was signed in August 2015 and is included in the Appendices. The Phase I work conducted to achieve the Accord is documented in the Mountain Accord Final Report, also included in the Appendices and at www.mountainaccord.com.

The major expenses for services in Phase 1 were paid to LJ Consulting and Parametrix. A description the work conducted by each of these entities is summarized below:

LJ Consulting. The LJ Consulting contract for Phase I included program management, public engagement, media relations, and federal land bill facilitation. Laynee Jones was the Program Director for Mountain Accord during this time period and was responsible for day-to-day management of Mountain Accord including but not limited to program management; budgeting; scheduling; NEPA coordination; fundraising; public involvement and communication; management of executive committee and staff meetings; coordination with technical programs such as land bill, transportation, trails; and other tasks as requested by the Executive Committee. Subconsultants assisted with the development of the systems process and blueprint (Gallis and Associates); media, public engagement and web development (Grassroots); and facilitation, agreement, and facilitation of initial discussions on development of a federal land bill (Barber Consulting).

Parametrix. Parametrix developed the planning documents for the study area, which required meetings with system groups to define vision statements, goals, metrics and idealized systems. Their work included intensive mapping, research, analysis, public communications and outreach with open houses, public meetings, Q&A panels, website development and other community meetings. A summary of their work through January 2015 is provided in the Appendices.

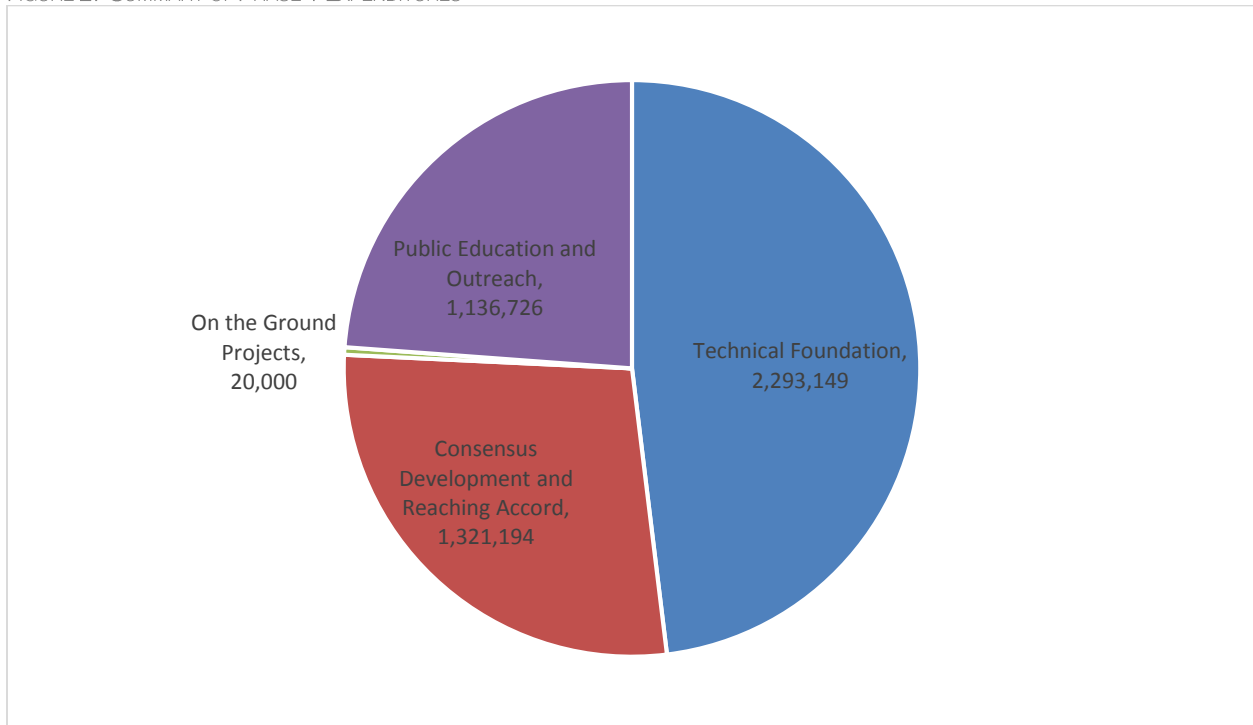
A breakdown of Phase I expenses is provided below:

TABLE 6: PARAMETRIX PHASE 1 EXPENSES

	TOTALS	Technical Foundation	Consensus Development and Reaching Accord	On-the-Ground Projects	Public Education and Outreach
Technical Consultant (Parametrix)	3,524,404	1,908,494	807,953		807,953
Program Management (LJ Consulting)	870,713	51,777	501,702	-	317,234
Peer Review (Perkins Coie LLP)	21,631	21,631			
WFRC Ridership Model (Fehr and Peers)	299,708	299,708			
Gritmill Trail Project	20,000			20,000	
Other (room rentals, supplies, software)	34,263	11,421	11,421		11,421
Bank Service Fees	355				
Total Phase I Expenses	4,771,074	2,293,031	1,321,076	20,000	1,136,608

Source: Estimates from Program Management invoices and progress reports, Parametrix final invoice, and Parametrix Report on Phase I Tasks and Expenses

FIGURE 2: SUMMARY OF PHASE 1 EXPENDITURES



Phase II Work

Phase II work is being completed under four contracts outlined in the section above. Phase II work includes the following major tasks:

- Public Engagement and Outreach – regular outreach, meetings, phone calls and emails to stakeholders on federal land bill, trails, transportation, Central Wasatch Commission, land exchanges, and other items (conducted under LJ Consulting contract)
- Public Information – pro-active outreach to media, response to media requests, development and maintenance of website and social media channels (conducted under LJ Consulting contract)
- Federal Designation - facilitation, agreement, research, DC coordination, and drafting of federal land bill (conducted under LJ Consulting contract)
- Transportation
 - Development of immediate and short-term transportation solutions for Cottonwood Canyons to include re-designed winter bus service, new summer bus service, roadside management, cycling/pedestrian facilities, real-time information, canyon parking strategies, additional parking facilities in the valley, among other things (conducted under WSP/Parsons Brinkerhoff and LJ Consulting contracts)
 - Development of solutions for transit between the Salt Lake valley and Park City on the Parleys Corridor and SR224 (conducted under the HDR contract)
- Governance – drafting interlocal agreements to establish the Central Wasatch Commission and coordination with local government entities to achieve agreement of commission structure (conducted under LJ Consulting contract)
- Land Exchanges – ongoing facilitation and conflict resolutions for issues related to proposed USFS/ski resort land exchanges
- Environmental Dashboard – development of environmental baseline and dashboard to monitor environmental health (conducted under Brendle Group contract)
- Trails, Recreation and Cycling – development of master trails plan and resolutions of trail issues pertaining to Bonneville Shoreline Trail (conducted under LJ Consulting contract with significant volunteer work by Will McCarvill and others).
- Administration – program financial and budget reports, facilitation of Executive Board meetings (until May 2016), establishment of program office, and other program supports (conducted under LJ Consulting contract)

More detail on these tasks is included in the scopes of work, budgets, and latest invoices for the Program Management contract, the Cottonwood Canyons Transportation contract, the Environmental Dashboard contract, and Parleys Corridor/I-80 Transportation.

IV. FINANCIAL DISCLOSURE

Mountain Accord financial statements are posted on the Utah State Auditor's Office website. Because Mountain Accord is a project whose funding is housed at UTA, not a government entity, financial records are included in UTA financial records. A special provision was made to also include financial reports on the Utah State Auditor's Office Website to ensure the report is accessible. Financials are also posted at www.mountainaccord.com.

V. OPEN AND PUBLIC MEETINGS

Mountain Accord Executive Board meetings were open to the public and meeting notes were posted and are still available at www.mountainaccord.com. Based on an opinion letter provided by Sim Gill, Salt Lake County District Attorney, Mountain Accord Executive Board meetings were not required to comply with the Utah Open and Public Meetings Act because the Executive Board was not a public body with any granted authorities. A copy of this letter is included the Appendices.

VI. PROCUREMENT

Consultants were hired through UTA, the Wasatch Front Regional Council (WFRC), Salt Lake County, and Summit County per the Phase I and Phase II Interlocal Funding Agreements. The entity administering the contract issued Requests for Proposals and administered the contracts in accordance with their policies, as outlined in the interlocal agreements. Contracts were procured through open, publicly-bid processes. Contractors are subject to procurement rules of the entities under which they contract. The Mountain Accord Executive Board approved scopes of work for the consultants, as documented in Executive Board meeting notes at www.mountainaccord.com.

A summary of contracts is below:

- Phase I Program Management, contract between LJ Consulting and UTA
- Phase I Technical Consultant, contract between Parametrix and UTA
- Phase I Ridership Modeling, contract between Fehr and Peers and WFRC
- Phase II Program Management, contract between LJ Consulting and WFRC
- Phase II Cottonwood Canyons Transportation, contract between WSP/Parsons Brinkerhoff and WFRC
- Phase II Environmental Dashboard, contract between Brendle Group and Salt Lake County
- Phase II Parleys Corridor/I-80 Transportation Study (Alternatives Analysis), contract between HDR and Summit County

VII. RECENT TRANSFERS, ONGOING PROJECTS AND COMMITMENTS GOING FORWARD

The Central Wasatch Commission, if formed, will receive the remaining funding commitments of \$1,850,000 from local and state government partners and the funds remaining in the UTA holding account. The Central Wasatch Commission, if formed, will develop a formal budget for the transferred funds and outstanding funding commitments through a public budget process.

Funds Remaining in Mountain Accord Holding Account at UTA:

Approximately \$265,000 remained in the Mountain Accord holding account at UTA as of the end of September 2016). The Executive Board approved a \$75,000 expenditure for program office space for a 3-year period in their January and March 2016 meetings. This expense will be paid from the holding account at UTA until the Central Wasatch Commission is formed. The interlocal funding partners may approve some additional expenses from the holding account before the Central Wasatch Commission is formed.

Phase II Budget Commitments Already Transferred or Paid

The Mountain Accord Executive Board approved Phase II budget commitments that are currently ongoing. These commitments have either been paid or the funds have been transferred out of the UTA account. The commitments are described below.

- A transfer of \$249,988 was made from the Mountain Accord holding account at UTA to Salt Lake County for the Environmental Dashboard project. Salt Lake County entered a contract with Brendle Group and will manage the Dashboard project.
- The Mountain Accord Executive Board supported the Ski Utah Carpool Marketing Project for the 2015/2016 season and has already transferred \$5,000 to Ski Utah.
- The Mountain Accord Executive Board committed \$20,000 to the Grit Mill & Climbing Master Plan. This amount has been paid. A copy of this agreement is attached in the Appendices. The Grit Mill project was prioritized in the Mountain Accord Trails Implementation Plan and will improve recreational and environmental conditions in Little Cottonwood Canyons, consistent with Mountain Accord goals. Increasing population is impacting this area and a well-managed and maintained trail network is needed to protect this resource.
- An amount of \$1,000,000 was transferred to WFRC for the Cottonwood Canyons Transportation Project being prepared by WSP/Parsons Brinckerhoff. The contract was issued and payments have been made pursuant to the contract.
- An amount of \$1,000,000 was transferred to WFRC for the Program Management contract (LJ Consulting). WFRC issued the contract and payments have been made pursuant to the contract.
- An amount of \$399,820 was transferred to Summit County for the Parleys Corridor/I-80 Transportation Alternatives Analysis Study. Summit County issued a contract for this study and Summit County is managing this project.

VIII. GRANTS

GOED (grantor) entered into a grant agreement with UTA (grantee) in April 2015 whereby \$3,000,000 in funding for Mountain Accord, due to a legislative pass-through appropriation from the 2015 Session, was transferred from GOED to UTA.

Based on the terms of the grant agreement between GOED and UTA, Mountain Accord must comply with certain required accounting procedures. These requirements are as follows:

- a) a written description and an itemized report detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent;
- b) a final written itemized report when all the state money is spent; and
- c) the reports referenced in (a) and (b) shall be provided at least annually, and no later than 60 days after all of the state money is spent.

A copy of the GOED grant agreement and UTA's report to GOED is included in the Appendices.

IX. SQUIRE & COMPANY, PC AUDIT REPORT

Squire & Company, PC is a well-known and respected CPA firm located in Orem, Utah, with over four decades of experience in auditing governmental entities. ZPFI interviewed three companies regarding their ability to provide services to Mountain Accord and felt that Squire had the best background and understanding of the Mountain Accord project.

X. APPENDICES

TABLE 7: APPENDICES

No.	Document
Agreements and Reports	
A	Mountain Accord Program Charter
B	Final Accord Agreement
C	Mountain Accord Final Report (available at www.mountainaccord.com)
Funding Documents	
D	Phase I Funding Interlocal Agreement (ILA)
E	Phase I UTA/WFRC MOU Transportation Modeling
F	Phase II Funding Interlocal Agreement (ILA)
G	Mountain Accord State Legislative Funding History
Financial Documents	
H	Mountain Accord Financial Report (September 2016)
I	UTA Financial Report (August 2016)
J	Squire Audit Report
K	Parametrix Report on Phase I Tasks and Expenses
GOED Grant Documents	
L	GOED/UTA Grant Agreement
M	GOED Annual Grant Report
O	GOED/UTA/WFRC Assignment Agreement Program Management
P	GOED/UTA/WFRC Assignment Agreement Cottonwoods Transportation
Q	GOED/UTA/Salt Lake County Assignment Agreement Environmental Dashboard
R	GOED/UTA/Summit Co. Assignment Agreement Parleys Corridor/I-80 Transportation
Phase II Current Contracts	
S	WFRC/LJ Consulting Contract Program Management
T	WFRC/WSP-PB Contract Cottonwoods Transportation
U	Salt Lake County/Brendle Group Contract Environmental Dashboard
V	Summit Co/HDR Contract Parleys Corridor/I-80 Transportation
Other	
W	District Attorney Opinion on Public Meetings
X	Grit Mill Project Letter of Commitment
Y	Executive Board meeting notes (available at www.mountainaccord.com)

Appendices available at www.mountainaccord.com



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Staff Report

File #: 17-118, Version: 1

Date: 5/2/2017

Possible Closed Session to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares.



Staff Report

File #: 17-109, Version: 1

Date: 5/2/2017

Agenda Item Title:

City Council Office briefing the Council on the FY 2017-18 City Council Office budget.

Presenter:

Mike Applegarth

Description/Background:

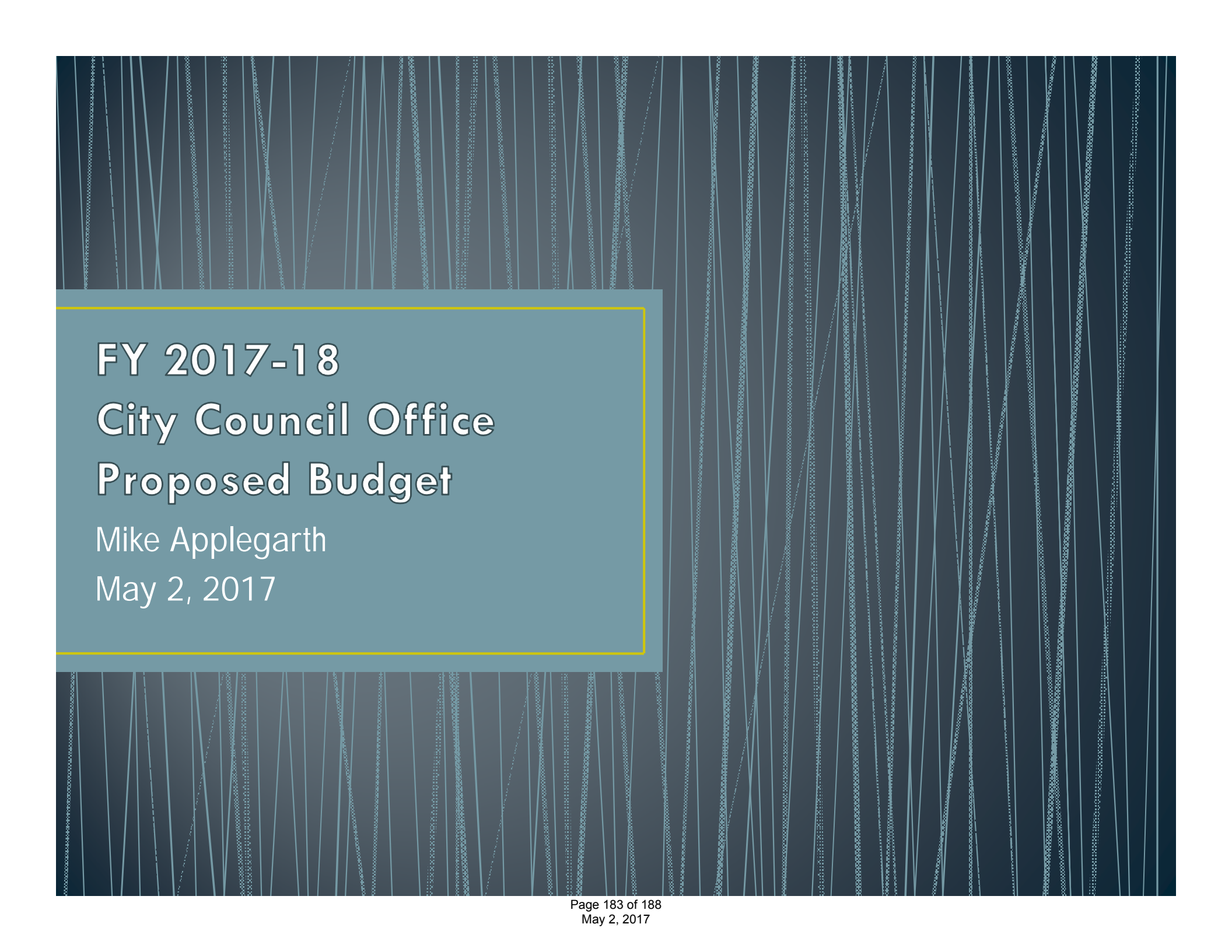
A presentation summarizing the FY 2017-18 proposed City Council Office budget is attached.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommended Action and/or Suggested Motion:

No action required.

The background of the slide features a dark blue field with numerous thin, vertical, light blue lines of varying heights and positions, creating a textured, rain-like effect. A semi-transparent grey rectangular box with a thin yellow border is positioned on the left side of the slide, containing the title and date information.

FY 2017-18 City Council Office Proposed Budget

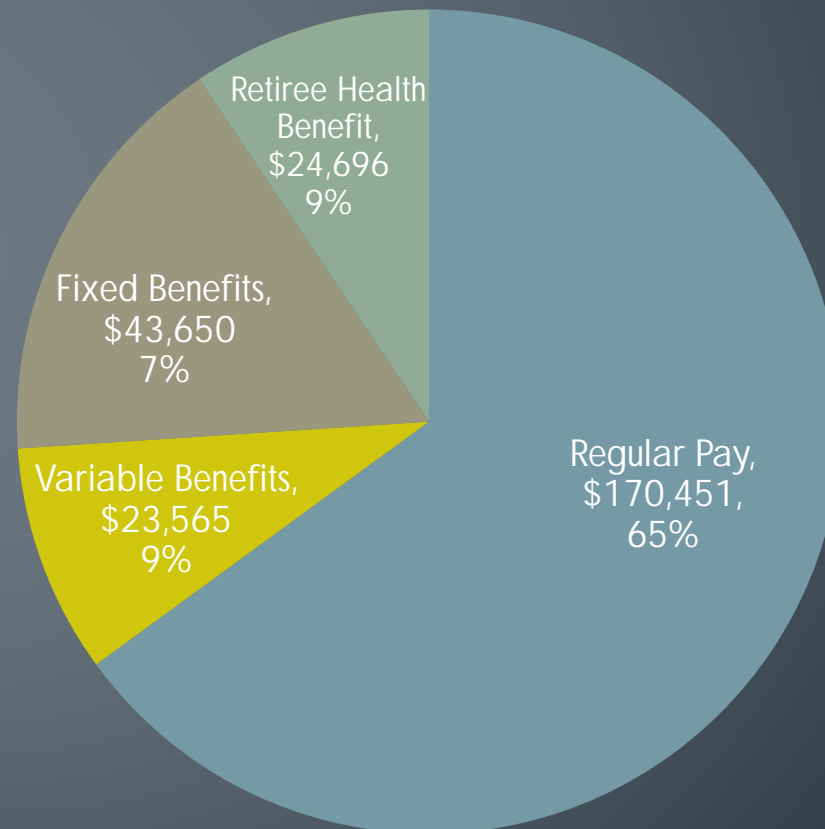
Mike Applegarth
May 2, 2017

Budget Structure

- Two “Departments”
 1. City Council (Department 130)
 - Seven elected officials
 2. Council Executive Staff (Department 131)
 - Staff
 - Director, Office Manager, Management Analyst
 - Meeting supplies, meetings, travel, equipment

City Council Members (Dept. 130)

- No significant changes



Council Exec. Staff (Dept. 131)

Proposed Changes

- First full year with Management Analyst
 - Deletion of Executive Secretary & Intern positions
- Reclassification of Office Manager as Appointed
- Increase Professional Services to \$50,000
- Move General Contingency from Nondepartmental to Council Office
 - Recommend the Council adopt a policy clarifying signature authority
- 2018 Citizen Academy not included
- Did not include accomplishments narrative
- Minor changes to other line items

	2017 Estimated	2018 Tentative	Change
Regular Pay	\$215,833	\$249,002	\$33,169
Temp/Seasonal	\$25,500	\$0	-\$25,500
Variable Benefits	\$49,275	\$54,067	\$4,792
Fixed Benefits	\$38,487	\$39,782	\$1,295
Vehicle Allowance	\$5,916	\$5,916	\$0
Mileage Reimbursement	\$200	\$200	\$0
Phone Allowance	\$480	\$480	\$0
Books, Subs. & Memberships	\$400	\$400	\$0
Travel	\$5,366	\$3,000	-\$2,366
Meetings	\$14,300	\$15,000	\$700
Training	\$5,260	\$1,000	-\$4,260
Office Supplies	\$4,000	\$3,961	-\$39
Computer Supplies	\$675	\$500	-\$175
Misc. Supplies	\$750	\$3,000	\$2,250
Telephone	\$3,404	\$3,760	\$356
Audit Services	\$16,750	\$16,750	\$0
Professional Services	\$15,800	\$50,000	\$34,200
IT Charges	\$10,174	\$14,047	\$3,873
Equipment	\$16,800	\$0	-\$16,800
Contingency	\$0	\$120,000	\$120,000
			\$151,495
		less contingency	-\$120,000
		Total Change	\$31,495



Staff Report

File #: 17-119, Version: 1

Date: 5/2/2017

Agenda Item Title:

Councilman Smith proposes to re-open the water bond parameters resolution and amend the parameters, changing the authorized issuance amount from approximately \$7,000,000 to approximately \$10,000,000.

Presenter:

Councilman Smith

Description/Background:

The additional proceeds are proposed to be used for some of the following:

- 1) Acquire land and accompanying water rights adjacent to an existing water tank.
- 2) Perform interior renovations to a building near an abandoned well.
- 3) Construct improvements on the land acquired in #1 in the form of an access road, parking area and public gathering area.
- 4) Fund the current year mainline reconstruction amount deferred to avoid a water rate increase.
- 5) Re-stripe a tennis court situated on top of a water tank to accommodate pickle ball, install/replace the net(s) and install/repair lights.
- 6) Augment the subsidy transfer to the General Fund.

Recommended Action and/or Suggested Motion: