

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

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

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

### 3.5. SNOWBIRD LAND EXCHANGE

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

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

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

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

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

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

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

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

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

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

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

### **3.9. TRANSPORTATION**

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

### 3.10. COTTONWOOD CANYONS

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

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

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

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

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

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

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

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

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

### **3.12. PARLEY'S CORRIDOR**

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

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

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

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

### **3.13. MILLCREEK CANYON**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENTS**

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

**INCORPORATED BY REFERENCE**

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

## **SIGNATURES**

### **Cities/Counties**

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

### **Local Districts/MPOs**

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

### **State Government**

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

### **State Legislators**

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

### **Private Entities**

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

### **Ski Areas**

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

### **Additional Signatories**