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Resolution 2015- ____

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

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

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

WHEREAS, Mountain Accord, in its Program Charter, specifies the geographic area within which Mountain Accord is to address its planning efforts (not including Utah County), as follows:

The geographic area for Mountain Accord includes portions of Salt Lake County, Summit County, and Wasatch County. It is bounded on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, TRAX, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon; (Program Charter, Section 4)

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

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

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

WHEREAS, Utah County has not been invited to be a participant in the Mountain Accord process;

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

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

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

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

WHEREAS, the Draft Accord purports to represent the combined efforts and collaboration of more than 200 stakeholders (without any input or involvement of Utah County), as follows:

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

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

3.3. LAND EXCHANGE

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

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

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

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

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

(See the Draft Accord)

WHEREAS, in exchange for the 416 acres of public lands located in Utah County going to private Snowbird Ski Resort ownership, the participants in Mountain Accord would receive the benefit of public ownership of 1,107 acres of land not located in Utah County and now in the ownership of Snowbird Ski Resort;

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WHEREAS, Utah County, and the other governmental entities located in Utah County, have not been involved in the Mountain Accord processes related to the proposed change of ownership of public lands located in American Fork Canyon;

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

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

Over the next year, we will collaborate with residents and stakeholders to conduct visioning for the Canyon, which is experiencing growing use and pressure every year.

This process provides the opportunity to address new opportunities, challenges, and ideas for the Canyon’s future. The process will identify goals and principles to guide future decisions, and will detail policies and strategies for how future objectives for the Canyon can be realized. All of this will be carried forward in a formal Vision Document, including an implementation strategy and action plan for short-term (12 months), mid- term (5 years), and long-term (10+ years); (See afcvision.com)

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

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

WHEREAS, the Canyon is an important natural resource for all of the residents of Utah County and Utah County desires to receive and carefully consider the public input, along with the

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input of all other interested parties, regarding the planning for the Canyon and the appropriate uses for this critical watershed, important recreational resource, and environmentally sensitive area; and

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

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

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

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RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Larry A. Ellertson, Chair

William C. Lee, Commissioner

Greg Graves, Commissioner

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

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

By: _____
Deputy