

**DECISION MEMO
SEWER LINE EXTENSION TO GRIZZLY GULCH
FOR THE TOWN OF ALTA**

Salt Lake County
Wasatch-Cache National Forest
Salt Lake Ranger District

**HEARING SUBMITTAL TO
DIVISION OF WATER RIGHTS**

Right No.: a 28548 & a 28545
Date: 7/13/2011
Submitter: Applicant
Kevin Tolton

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DECISION TO BE IMPLEMENTED

I have reviewed the environmental analysis and have decided to approve the Town of Alta's proposed sewer line extension. The proposed extension is a part of the original sewer plan approved by the Environmental Protection Agency in 1970. Due to timing and funding constraints, this last portion of the main line to Grizzly Gulch was not constructed. The Town promised property owners in Grizzly Gulch that the line would be completed to their area as funds became available. The proposed sewer line will service twelve existing homes and one additional building lot that has zoning approval. The sewer extension will not be used to service any additional development.

The Town of Alta is located at the headwaters of the watershed that supplies approximately 16% of the total culinary water for the entire Salt Lake Valley. The existing homes in Grizzly Gulch all use full containment holding tanks for their sewage. The sewage from these tanks is pumped out by special pump trucks as early each spring as possible and as late each fall as possible because the area is not accessed by a year-round road. The holding tanks range in age from new to over forty years old. The possibility of contamination to the watershed due to leaking or overflowing tanks, or leakage during pumping and transporting operations is a very real risk that would be eliminated by the installation and extension of the sewer main line. The town may also install a gas line and bury the existing above ground electrical service line to Grizzly Gulch. The installation of the gas and electric lines is dependent upon the coordination and cooperation of the utility companies and the participation of the homeowners in Grizzly Gulch. However, installation of the gas and electric lines would not alter the physical dimensions of the trench, or the area of disturbance of the construction activities required for the sewer main line alone. The dimensions of the trench will be 15 feet wide at the top and 8 feet deep. Because of the depth of the trench and for safety requirements, it will be required to be benched on each side with the actual bottom of the trench being about 2 feet wide where the 8 inch diameter main sewer line will be placed.

The total length of the sewer line extension will be 1700 feet. Of this, about 208 feet are located on National Forest System (NFS) lands with the rest located on private land. Approximately 498 feet of the Albion Summer road, located on and adjacent to private land, will be disturbed which is a Forest Service (FS) right-of-way into upper Albion Basin. My decision to approve this proposal applies to that portion of the project on NFS lands only and addresses access concerns to NFS lands using a FS right-of-way.

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MITIGATION MEASURES

Mitigation measures, which are part of my decision, include the following:

1. Before any ground breaking, the Town of Alta shall prepare a **Storm Water Management Plan** which includes: erosion/sediment control, water quality maintenance and a revegetation plan. This plan will be reviewed and approved by the Forest Service, Salt Lake County Health/Water Quality, and Salt Lake City Department of Public Utilities (Watershed). The plan should address, but not be limited to, the following:
 - a. Protection of all wetland/riparian areas with straw bales and silt fence before ground breaking.
 - b. Revegetation seed mix and spreading rates. The Town may want to consult with Alta Ski Lifts which has been very successful with their seed mixes and revegetation efforts.
 - c. Staked straw bale check dams in the open trench to slow the flow of water in the event of a large storm.
2. Control the timing of construction activities by scheduling them after the site is clear of snow and when it is relatively dry; shut down site disturbing activities during and following runoff-producing storms. Construction activities are not to restart until the soil is sufficiently dry to avoid rutting.
3. Protect all water bodies from unavoidable erosion and runoff through the use of temporary sediment filters and windrows, sediment traps or detention structures, and cross-drain systems. If construction in or adjacent to water bodies is determined to be unavoidable and appropriate, temporary coffer dams, dewatering, flow diversions, or other effective practices should be utilized to maintain water quality at all times including storm events.
4. Salvage topsoil to an appropriate depth from construction sites and stockpile for use in reclamation. Scarify compacted areas prior to laying topsoil and seeding.
5. During reclamation of the utility corridor, water bars will be placed every 50 to 100 feet to prevent soil erosion.
6. All disturbed areas will be reseeded and matted with straw in order to reduce erosion. Stitch-in or tack down mulch on slopes over 30 percent unless conditions warrant it on slopes less than 30 percent.
7. Revegetated sites will be monitored annually by the Town of Alta and the Forest Service to determine the success of species planted and to make other recommendations if necessary.
8. Collect seed from existing species to be mixed with a Forest Service approved native grass species mix for the next years revegetation efforts. This will lead to faster succession of natural plant species in revegetated areas. The Forest Service's required seed mix list is available from the Salt Lake Ranger District.

9. Use only certified weed free straw for erosion control and revegetation of construction sites.
10. Timber/brush slash shall be chipped where feasible or removed from the site and can be used for firewood locally.
11. Minimize tree removal wherever feasible. Forest Service staff will be involved in designating any trees to be removed.
12. Trees removed will be replaced by one-year old, containerized, native seedlings at a ratio of ten seedlings planted for every one tree removed.
13. Town of Alta is encouraged to work with the Salt Lake Valley Health Department and Salt Lake City Department of Public Utilities to ensure that the existing holding tanks are properly pumped and filled with clean fill as required by county regulations.
14. To minimize visual impacts, the Town of Alta will:
 - a. Minimize width of disturbed area as much as possible.
 - b. Take extra measures to revegetate disturbed areas, i.e watering new seeds and using the highest quality Forest Service approved seed mix of native wildflowers and grasses.
15. The Town of Alta will develop a Traffic Control Plan to address the continuing use of the Albion Summer road during construction activities. Recreation staff from the Salt Lake Ranger District will review the plan before implementation.

SCOPING AND PUBLIC INVOLVEMENT

The Forest Service conducted the public scoping process. The following agencies and organizations were contacted:

1. Salt Lake City Corporation, Department of Public Utilities, Watershed
2. Salt Lake Valley Health Department, Division of Environmental Health Services
3. Forest Service resource and management specialists
4. Save Our Canyons
5. Alta Ski Lifts Company
6. Department of the Army, Corps of Engineers
7. Al Soucie from the Salt Lake Ranger District attended a Town of Alta, Town Council meeting on 4/12/01 and provided residents from the Town an opportunity to comment on the proposal with letters to the Forest Service.

Documentation of public scoping is in the project file and available for review through the Salt Lake Ranger District.

REASON FOR CATEGORICALLY EXCLUDING THE PROPOSED ACTION

The Town of Alta contacted the Department of the Army, Corps of Engineers, regarding the installation of the sewer line extension located in portions of wetlands. A letter and a permit was granted from that agency, which authorized the proposed discharge of dredged or fill material in wetlands. The proposal would fall under a Nationwide Permit Number 12, and the work must meet the terms and conditions that accompany the permit regarding temporary wetlands disturbance and required mitigation.

Forest Service resource specialists have visited these sites, completed a biological evaluation and assessment and have determined that the environmental effects will be minor. Upon reviewing the analysis I have determined that all practicable means to avoid or minimize environmental impacts have been incorporated into this decision.

This action does not involve any Congressionally designated areas, inventoried roadless areas, or research natural areas. In addition, this action does not involve any steep slopes or highly erosive soils, nor does it adversely affect any flood plains, municipal watersheds, threatened or endangered species or their critical habitats, or cultural or historical sites on National Forest System lands.

Based upon the findings described herein, I have determined that these actions are consistent with the types of actions described under Category Number 3, in Section 31.2 of the Forest Service Handbook 1909.15 - Environmental Policy and Procedure Handbook (Approval, modification, or continuation of minor special uses of National Forest System lands that require less than five contiguous acres of land).

As such, this is a decision that has been categorically excluded from documentation in an Environmental Assessment or Environmental Impact Statement. Based on past experience with management activities similar to this, and upon the environmental analysis that has been conducted of this project, the effects of implementing this action will be of limited context and intensity.

FINDINGS REQUIRED BY OTHER LAWS

I have reviewed the Wasatch-Cache National Forest Land and Resource Management Plan (Forest Plan). The actions in this project comply fully with the goals of the Forest Plan, the "Management Area Direction" and the "Forest-Wide Standards and Guidelines" (See Chapter IV of the Forest Plan, p. 241).

IMPLEMENTATION DATE

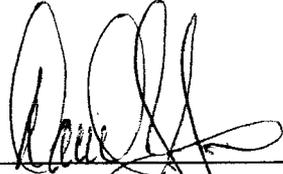
This decision pursuant to 36 CFR 215.8(a)(3) is not subject to appeal. This decision is not an authorization to proceed. Once all conditions and mitigation measures have been met, a written authorization to begin work will be issued.

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CONTACT PERSON

For further information contact Al Soucie at:

Salt Lake Ranger District
6944 South 3000 East
Salt Lake City, Utah 84121
(801) 733-2688



DANIEL J. JIRON
District Ranger



June 26, 2001
Date

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SALT LAKE RANGER DISTRICT
WASATCH-CACHE NATIONAL FOREST

BIG COTTONWOOD SEWER PROJECT
COST PROJECTION/SUMMARY

Estimated FS Cost for Phase I.....\$308,000
 Dogwood Toilet
 Ledgemere Toilet
 Birches Toilet
 Storm Mtn Toilet
 Storm Mtn Water System

District Support.....\$15,000
 Engineering Support.....\$6,000
 SO Administrative Overhead Robbery--Phase I.....\$50,000
 (Hoped for**) Phase I hook-up fee (9 ERUs).....\$37,000

[NOTE: SLC Contribution to Phase I.....\$65,000]
 BCC Park'n'Ride Toilet

Estimated FS Cost for Phase II.....\$280,000
 Cardiff Fk (50%, 50% SLC)
 Jordan Pines

District Support.....\$15,000
 Engineering Support.....\$15,000
 SO Administrative Overhead ROBBERY--Phase I.....\$71,000
 (Hoped for) Phase II hook-up fee (15 ERUs).....\$65,000

[NOTE: SLC Contribution to Phase II.....\$120,000]
 Mill B South Toilet
 50% of Cardiff Fork Toilet

Projected FS Cost for Phase III.....\$1,026,000
 Spruces Toilets
 Redman Toilets

District Support.....\$25,000
 Engineering Support.....\$25,000
 SO Admin Overhead Robbery--Phase III (we hope).....\$62,000
 (Hoped for) Phase III hook-up fee (67 ERUs).....\$300,000

FS TOTAL: \$2,300,000

SLC CITY TOTAL: \$185,000

** 'Hoped for' refers to the hook up fee being based on a Present Value at 3% percent, as OPPOSED to the estimate the Sewer Improvement District originally gave us in 1989, which was based on a 17-year monthly pay-out. Kay Shurtz is currently working with the Improvement District to resolve this matter.

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SALT LAKE RANGER DISTRICT
WASATCH-CACHE NATIONAL FOREST

STORM MOUNTAIN PICNIC AREA
WATER SYSTEM REHABILITATION

Background

Storm Mountain Picnic Area is a federal recreation facility located approximately 5 miles up Big Cottonwood Canyon. Built by the CCCs in the mid-1930s, the site has a capacity of 270 PAOT and is used by approximately 35,000-40,000 recreationists per year.

The water system for this facility was installed about 1937. The collection point is south of the picnic area, located approximately 1000 feet away in Stairs Gulch. In the early 1980s, the upper section of line between the collection source and the holding tank was destroyed by avalanches. Due mainly to a lack of capital improvement funds and priority, the system has remained defunct.

In 1984, upon passage of the Utah Wilderness Act, the upper 600 feet of the Storm Mtn waterline and the collection site were included within the boundary of the Twin Peaks Wilderness.

The Proposal

In 1989, the Forest Service approved the construction of a sewer line to run the length of Big Cottonwood for the purpose of protecting the water quality in Big Cottonwood Creek. The canyon is part of Salt Lake City's municipal watershed and the creek is a culinary water source. Included in the stipulations commensurate with construction of the sewer was the requirement that all sanitation facilities within 300 feet of the sewer line, including those at Storm Mountain Picnic Area, be flush units and be hooked to the sewer.

To provide flush units for public use sites, the State and County require wash basins be installed and that water sources be potable. To accomplish this at Storm Mountain (and to the 3 picnic areas down-canyon from Storm Mountain), we propose to rehabilitate the existing Storm Mountain collection system and replace the upper 200 feet of waterline. This work would be inside the boundaries of the Twin Peaks Wilderness.

To accomplish the rehabilitation, and meet state health requirements, it will be necessary to:

1. excavate the existing the collection site and install a 20' by 20' plastic cover over the source (for water contamination protection). This cover will be covered by soil and revegetated upon completion of the project.
2. replace and re-bury the upper pipeline to tie in with the still-intact section below the rehab area.

APPENDIX A30

REGION 4
REQUEST FOR
RECREATION RECONSTRUCTION/NEW CONSTRUCTION

1. PROJECT DESCRIPTION

A. Project Name: BIG COTTONWOOD CANYON SEWER CONNECTIONS

Forest: WASATCH-CACHE Ranger District: SALT LAKE State: UTAH

B. Work to be done:

PREPARE (construct, rehabilitate, retro-fit) CAMPGROUND AND DAY USE SITE SANITATION FACILITIES AND HOOK TO THE BIG COTTONWOOD CANYON SEWER LINE. INCLUDES THE FOLLOWING SITES:

CARDIFF FORK TRAILHEAD
STORM MOUNTAIN PICNIC AREA
LEDGEMERE PICNIC AREA
BIRCHES PICNIC AREA
DOGWOOD PICNIC AREA

THE PROJECT PREPARES AND HOOKS RECREATION FACILITIES TO SEWER TO MEET REQUIREMENTS OF SEWER LINE EA. SEWER LINE CONSTRUCTED TO REDUCE/ELIMINATE WATER POLLUTION IN BIG COTTONWOOD CANYON. ALL USERS, PRIVATE AND PUBLIC, REQUIRED TO HOOK TO SEWER UPON INSTALLATION. FAILURE TO HOOK IN WILL REQUIRE SHUT DOWN OF NON-COMPLIANT SANITATION FACILITIES (i.e. Vault and Pit toilets [which presently exist at all above-mentioned sites])

NOTE: THE LINE HAS BEEN APPROVED AND WILL BE CONSTRUCTED IN 1990.

DEVELOP THE FOLLOWING:

1. INSTALL FEEDER SEWER LINES FROM AFFECTED COMFORT STATIONS TO MAIN CANYON LINE.
2. REPLACE 5 COMFORT STATIONS [3-two units
1-four unit
1-six unit]
3. CONSTRUCT 1 COMFORT STATION [two unit]
4. DEVELOP WATER SOURCES FOR ALL 5 RECREATION SITES.

C. POAT Capacity: Before project - 590
 After project - 590

D. Support for Forest Plan.

THE FOREST PLAN DOES NOT DISCUSS THE BCC SEWER LINE. THE CALL FOR, AND ANALYSIS OF, THE INSTALLATION OF A SEWER IN THE CANYON OCCURRED AFTER THE FOREST PLAN WAS SIGNED IN 1985.

2. Cost:

		<u>Rec.</u>	+	<u>R&T</u>	=	<u>Total</u>
Preliminary Construction Cost		385,415	+	0	=	385,415
Staff Support	5%	19,250	+		=	19,250
Planning and Design*	6%	23,100	+		=	23,100
Program Management	2%	7,700	+		=	7,700
Contract Admin.	5%	19,250	+		=	19,250
Contract Package Prep.	2%	7,700	+		=	7,700
Total		\$ 462,415				462,415

****PLANNING AND DESIGN MONIES ARE NEEDED A YEAR BEFORE THE BASIC FUNDING****

3. TEP Factors. Describe the effects of this project for each factor listed below. (With and without project)

A. Public health and safety.
(Highlight correction of water and sanitation problems)

SEWER LINE INSTALLATION AND USE (AND SUBSEQUENT SITE HOOK-IN) MEETS SALT LAKE CITY WATERSHED CONCERNS FOR PROTECTION OF CITY AND COUNTY CULINARY WATER SOURCE. SITES AS PRESENTLY SERVED WILL BE CONSIDERED UNACCEPTABLE POTENTIAL POLLUTION SOURCES UPON COMPLETION OF SEWER PROJECT AND WILL BE REQUIRED TO BE CLOSED UNLESS HOOKED IN.

B. Enhancement of dispersed opportunities.
(Describe how surrounding areas will be affected by project)

PROJECT INCLUDES THE PROVIDING OF A WINTERIZED COMFORT STATION AND A TRAILHEAD COMFORT STATION. THESE FACILITIES WILL SUPPORT HIKING, MOUNTAIN BIKING, SNOW PLAY AND X-C SKI ACTIVITIES ESTIMATED @ 75-100M RVDs/YEAR.

C. Special Services. (Service to VIS and Handicapped)

ALL CONSTRUCTED AND RECONSTRUCTED COMFORT STATIONS WILL BE BARRIER-FREE.

D. Fee Collections (L&WCF). Total fee receipts and % of operating costs for 5 years with or without project.

WITH INSTALLATION OF WATER SYSTEMS TO SUPPORT FLUSH COMFORT STATIONS, WE ESTIMATE THE POTENTIAL TO COLLECT \$60,000 AT STORM MTN AND DOGWOOD GROUP PICNIC SITES OVER THE NEXT FIVE YEARS. THIS REPRESENTS APPROXIMATELY 175% ANTICIPATED OPERATION COST FOR THE SAME TIME PERIOD.

E. Season of Use. (PAOT days with or without project)

With: NO CHANGE Without: 149,890

F. Use. (Total for next 5 years and average % with & without project)

With: 140,00_RVDs

Without: -0- ??

of Reasonable Theoretic Cap. 40

Reliability = 3

Self Help.

IF WE CAN HAVE THE CONTRACT PACKAGE PREPARED BEFORE THE SEWER IS COMPLETED (approximately 11/90), WE WOULD HAVE THE OPPORTUNITY TO MAKE SUBSTANTIAL COST SAVINGS WITH CONSTRUCTION/INSTALLATION ACITIVITES OCCURRING CONCURRENTLY.

NOTE: THE SALT LAKE CITY DEPARTMENT OF PUBLIC UTILITIES HAS AGREED TO CONSTRUCT FLUSH COMFORT STATIONS AND HOOK THEM TO THE SEWER AT THREE ADDITIONAL FOREST SERVICE RECREATION SITES (Cardiff Fork, Moss Ledge, Blance Lk Trailhead) AT A TOTAL COST OF \$100,000.

Facility Condition. (change in fees or capacity reduced)

THE PROJECT WILL SIGNIFICANTLY UPGRADE SANITATION FACILITIES IN THE CANYON AND PROVIDE THE IMPETUS TO BEGIN CHARGING FEES FOR GROUP USE AT TWO POPULAR, BUT RUNDOWN, SITES.

Resource Impacts. (Prescription for Veg. Management Plan & Soil and

THIS PROJECT WOULD NOT SIGNIFICANTLY CORRECT OR AFFECT PROBLEMS RELATING TO VEGETATION AND SOILS. PROJECT WILL CONTRIBUTE TO OVERALL CANYON AGENCIES EFFORT TO ARREST AND CORRECT DETERIORATING CULINARY WATER QUALITY.

O&M Costs.(Use 10% and 20 years to calculate present worth)

O&M	\$	X	17.29	=
Present	15,000	X	17.29	= 259,350
With Project	20,000	X	17.29	= 345,800

Other.(Use for Trail Heads, Water Systems)

THE AFFECTED AREA, BIG COTTONWOOD CANYON, IS ADJACENT TO THE ONE MILLIOIN RESIDENTS WHICH MAKE UP THE SALT LAKE VALLEY URBAN SPRAWL, AND IS VISITED BY APPROXIMATELY 2 MILLION RECREATIONISTS PER YEAR; SEVERAL HUNDRED OF THOUSANDS OF WHOM USE THE AFFECTED SITES. PER THE REQUIREMENTS OF THE SEWER INSTALLATION EA, THE FOREST SERVICE, AS WELL AS AFFECTED PRIVATE PARTIES, ALL FACILITIES WITHIN 300 OF THE SEWER LINE (which includes all FS sites) ARE DIRECTED TO BE HOOKED-IN TO THE LINE UPON COMPLETION. THE PLAN FURTHER STIPULATES NON-COMPLIANCE WILL REQUIRE THE CLOSURE OF EXISTING SANITATION FACILITIES NOT HOOKED IN.

THE DISTRICT IS LOOKING, ASSUMING WE CANNOT COME ON LINE IN TIMELY FASHION, OF CLOSING UP TO 9 CAMPGROUNDS AND DAY USE SITES [which generate hundreds of thousands of RVDs and approximately \$50,000 annually] BY 1991 OR 1992! THE CONSEQUENCES OF SUCH A CLOSURE WOULD BE SEVERE BLOW TO OUR IMAGE, OUR ABILITY TO SERVE THE SALT LAKE CUSTOMER, AND THE PUBLIC'S PERCEPTION OF US AS COMPETENT RECREATION OPPORTUNITY MANAGERS.

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FS Agreement No.	03-PA-11041901-005
City's Tax ID No.	87-6000279
City's Agreement No.	
Agreement Expiration Date	December 31, 2004

PARTICIPATING AGREEMENT

RECORDED

between

AUG 07 2003

**Salt Lake City Corporation
Department of Public Utilities**

CITY RECORDER

and

**United States Department of Agriculture
Forest Service
Intermountain Region
Wasatch-Cache National Forest**

This Participating Agreement is hereby entered into by and between the **USDA Forest Service, Wasatch-Cache National Forest**, hereinafter referred to as the **Forest Service**, and the **Salt Lake City Corporation, Department of Public Utilities**, hereinafter referred to as the **City**, under the authority of Section 323(a) of the Department of the Interior and Related Agencies Appropriations Act of 1999, Public Law 105-277, as amended by Section 330 of Public Law 107-63 (Wyden).

A. PURPOSE:

The purpose of this Participating Agreement is to cooperate with Salt Lake City Department of Public Utilities in maintaining high water quality on National Forest System lands within the City culinary watershed through management and monitoring of increased recreation use. Mitigation of watershed impacts will emphasize public education and will be achieved by fabrication and installation of information and regulatory watershed signs and interpretive exhibits. In addition, new sanitation facilities will be installed at heavily used sites where there is currently no sanitation. Other outdated sanitation facilities will be replaced to prevent human waste from entering the watershed. Recreation inventory and monitoring of user-created trails, backcountry campsites, and recreation use levels will also be conducted under this Agreement. The Forest Service portion of this Agreement will be funded through a federal congressional appropriation titled the *Wasatch Canyons Water Quality Initiative*.

FS Agreement No.	05-PA-11041901-005
City's Tax ID No.	87-6000279
City's Agreement No.	
Agreement Expiration Date	December 31, 2004

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Federal Act of September 19, 1914 designates lands principally in Big and Little Cottonwood Canyons as a municipal water supply reserve for the use and benefit of Salt Lake City and directs administration by the Secretary of Agriculture in cooperation with Salt Lake City. In addition, the State of Utah has granted extraterritorial jurisdiction to all Utah cities to enact ordinances pertaining to prevention of pollution or contamination of the streams or watercourses from which inhabitants of these cities derive their water supply. These acts established a special relationship between the Forest Service and the City resulting in subsequent agreements and partnerships making water quality protection a prime consideration in planning and management activities within the culinary watershed.

The Salt Lake City Watershed Management Plan (1999) identified the need for increased coordination and funding to make the maintenance, cleaning, upgrade, removal, and relocation of restrooms a priority. It also recommends the development of a sign program, education campaign, watershed symbol, and interpretive exhibits to link human activities to impacts on water quality. The Wasatch-Cache National Forest Revised Forest Plan (2003) emphasizes the need to provide long-term, high quality culinary water to the large urban population in this management area. The Forest Plan specifies that watershed protection be achieved through public education and the provision of sanitary facilities in cooperation with Salt Lake City. This Agreement implements both the Salt Lake City Watershed Management Plan and the Wasatch-Cache National Forest Revised Plan. Due to the joint management of the watershed described herein, expenditure of federal funds on City-owned land within the boundary of the Wasatch-Cache National Forest for sanitation facilities and signs, where suitable federal land is not available, will directly benefit National Forest System lands within the culinary watershed.

In consideration of the above premises, the parties agree as follows:

C. FOREST SERVICE SHALL:

1. Purchase and oversee the installation of 2 toilets and complete needed NEPA (National Environmental Policy Act) analysis. The Lambs Canyon toilet will be located on National Forest System land. The Lower Guardsman Toilet will be located on City land with the Forest Service retaining ownership of the building. For efficiency and economy, the Forest Service will be responsible for cleaning and pumping the Lower Guardsman toilet located in Big Cottonwood Canyon. The Forest Service will be responsible for any heavy maintenance needed for the 2 toilets.

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2. Continue to cooperate with the City in identifying locations and providing oversight for installation of new watershed bulletin boards to be placed on National Forest System lands. Complete required NEPA documentation prior to installation of signs. Contribute towards the purchase of Phase I watershed signs and materials needed to construct bulletin boards as specified in the Financial Plan.

3. Provide labor and materials needed to modify the existing bulletin boards at the Big Cottonwood Canyon Park & Ride lot to accommodate new watershed information signs.

4. Provide labor and materials to construct a hardened base area around those bulletin boards where needed.

5. Work with the City in the development of an interpretive plan and design of exhibits for Silver Lake Information Center. This will include collaboration on development and review of concepts, layout, text and materials.

6. Contribute towards the purchase of interpretive signs and exhibits for Silver Lake.

7. Reimburse the City for the Forest Service's proportionate share, 20.55 percent, of actual expenses incurred, not to exceed \$116,000, and other Federal and nonfederal cash contributions as shown in the incorporated Financial Plan. **The City is approved to submit quarterly billings.** The Forest will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the City's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

a. **Send an original to:**

Rob Mednick
 Accountant
 Wasatch-Cache National Forest
 8236 Federal Building
 125 South State Street
 Salt Lake City, Utah 84138

b. **Send a copy to:**

Carol Majeske
 Salt Lake Ranger District
 6944 South 3000 East
 Salt Lake City, Utah 84121

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D. THE CITY SHALL:

1. Provide equipment and labor for demolition of the old City-owned toilet in Lambs Canyon, located on National Forest System land, and assist with site preparation for the new toilet. For efficiency and economy, the City will responsible for cleaning and pumping this toilet.
2. Conduct a site survey and layout for the Lower Guardsman toilet located on City land. Obtain permits or approvals, as required, for toilet installation at this location and complete site restoration as needed.
3. Purchase and fabricate all watershed signs and materials needed for installation of signs and bulletin boards. Provide and administer a sign installation contract and oversee installation activities in cooperation with the Forest Service.
4. Fund and contract the development of an interpretive plan for Silver Lake. Contribute towards the purchase of watershed signs and exhibits for Silver Lake.
5. As a condition of this Agreement, you must provide quarterly (December, March, June, September) financial accrual progress reports to the Forest Service. Reports should include the full reporting period and should include the following statement:

“Under Agreement #03-PA-11041901-005, as of the end of this quarter, Salt Lake City Corporation has incurred the following total cumulative reimbursable costs for the project:

\$ _____, of this amount, \$ _____ has been invoiced, and \$ _____ hasn't been invoiced.”

Please mail your quarterly financial progress report by the 20th of the month preceding the quarter end to: Rob Mednick, the Forest Service Financial Contact and Carol Majeske, the Forest Service Project Contact. (See Section E.14., Principal Contact's clause, for the addresses.)

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E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.

2. TAXPAYER IDENTIFICATION NUMBER. The City shall furnish their tax identification number upon execution of this instrument.

3. FUNDING EQUIPMENT. Federal funding under this instrument is not available for reimbursement to the City for purchase of equipment.

4. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

6. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

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7. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

8. NONDISCRIMINATION. The City shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperator's programs that are produced by the cooperator for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

9. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land, at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the City to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

10. LEGAL AUTHORITY. The City has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

FS Agreement No.	03-PA-11041901-005
City's Tax ID No.	87-6000279
City's Agreement No.	
Agreement Expiration Date	December 31, 2004

11. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

12. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through **December 31, 2004** at which time it will expire unless extended.

13. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

14. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<u>Forest Service Project Contact</u>	<u>Salt Lake City Project Contact</u>
Carol Majeske	Thomas Ward
Recreation Manager	Watershed Manager
Salt Lake Ranger District	Salt Lake City Public Utilities
6944 South 3000 East	1530 South West Temple
Salt Lake City, Utah 84121	Salt Lake City, Utah 84115
Phone: (801) 733-2662	Phone: (801) 483-6705
FAX: (801) 733-2684	FAX: (801) 483-6753
E-Mail: cmajeske@fs.fed.us	E-Mail: thomas.ward@ci.sl.c.ut.us

<u>Forest Service Administrative Contact</u>	<u>Salt Lake City Administrative Contact</u>
Marci Bodell	Florence Reynolds
Grants and Agreements Specialist	Water Quality Administrator
Wasatch-Cache National Forest	Salt Lake City Public Utilities
8236 Federal Building 125 South State Street	1530 South West Temple
Salt Lake City, Utah 84138	Salt Lake City, Utah 84115
Phone: (801) 524-3916	Phone: (801) 483-6864
FAX: (801) 524-3172	FAX: (801) 483-6818
E-Mail: mbodell@fs.fed.us	E-Mail: florence.reynolds@ci.sl.c.ut.us

FS Agreement No.	03-PA-11041901-005
City's Tax ID No.	87-6000279
City's Agreement No.	
Agreement Expiration Date	December 31, 2004

Forest Service Financial Contact	Salt Lake City Financial Contact
Rob Mednick	Linda Allred
Accountant	Construction Contract Coordinator
Wasatch-Cache National Forest	Salt Lake City Public Utilities
8236 Federal Building 125 South State Street	1530 South West Temple
Salt Lake City, Utah 84138	Salt Lake City, Utah 84115
Phone: (801) 524-3917	Phone: (801) 483-6763
FAX: (801) 524-3172	FAX: (801) 483-6847
E-Mail: rmednick@fs.fed.us	E-Mail: linda.allred@ci.sl.c.ut.us

15. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

16. ELECTRONIC FUNDS TRANSFER. The City shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.
3. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

FS Agreement No.	03-PA-11041901-005
City's Tax ID No.	87-6000279
City's Agreement No.	
Agreement Expiration Date	December 31, 2004

17. ENDORSEMENT. Any City contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the City's products or activities.

18. AUTHORIZED REPRESENTATIVES. By signature below, the City certifies that the individuals listed in this document as representatives of the City are authorized to act in their respective areas for matters related to this Agreement.

19. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The Forest Service represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last written date below.

RECORDED

AUG 07 2003

8/12/03

Ross C. Anderson

ROSS C. ANDERSON
Mayor
Salt Lake City

CITY RECORDER

Date



Attest and Countersign:

Christina Meeker
Chief Deputy City Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date

7/25/03

By

Carla B. Smith

FS Agreement No.	03-PA-11041901-005
City's Tax ID No.	87-6000279
City's Agreement No.	
Agreement Expiration Date	December 31, 2004

for *Thomas L. Tidwell*
 THOMAS L. TIDWELL
 Forest Supervisor
 Wasatch-Cache National Forest

8/15/03
 Date

Forest Service Use

Job Code: NFWW01

The financial aspects of this instrument have
 been reviewed and approved for signature:
Robert Mednick 8/14/03
 Robert Mednick, Accountant Date
 Wasatch-Cache National Forest

**THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
 HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE**
Marci Bodell 7/23/2003
AGREEMENTS COORDINATOR **DATE**

2003 Financial Plan
Wasatch Watershed Protection, Education and Water Quality Capital Programs

COST ELEMENTS	FOREST SERVICE			COOPERATOR - Salt Lake City Corporation					(i) Total	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		
	Non-Cash Contrib.	Value of In-Kind Contrib.	Reimb. Coop. Expenses	Non-Cash Contrib.	Value of In-Kind Contrib.	THIRD PARTY				
							Cash Contributions			
						Coop.	Non-Fed	Federal		
Salaries/Labor	\$2,600.00			\$168,000.00						\$170,600.00
Travel										\$0.00
Equipment Use										\$0.00
Supplies										\$0.00
Materials	\$150,500.00		\$116,000.00	\$132,000.00						\$398,500.00
Printing										\$0.00
Subtotal	\$153,100.00	\$0.00	\$116,000.00	\$300,000.00	\$0.00		\$0.00	\$0.00		\$569,100.00
Indirect Costs	\$29,855.00			\$58,500.00						\$88,355.00
Total	\$182,955.00	\$0.00	\$116,000.00	\$358,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$657,455.00
(j) Estimated Program Income (subtract from total of column (i)):										
(k) Net Total Project Value:										\$657,455.00

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (k) = (l)	(l) <u>45.47%</u>
Third Party Cash Contribution Federal = (h ÷ k) = (m)	(m) <u>0.00%</u>
Total Federal Share = (l+m) = (n)	(n) <u>45.47%</u>
Total Cooperator Share [(d+e+f+g) - (j)] ÷ (k) = (o)	(o) <u>54.53%</u>
Total (n+o) = (p)	(p) <u>100.00%</u>

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ [(c+d+f+g+h) - (j)] = (q)	(q) <u>24.45%</u>
Cooperator expenses NOT reimbursed by FS (d+f+g+h-j) ÷ (c+d+f+g+h-j) = (r)	(r) <u>75.55%</u>

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions C. 7. and multiplied by 24.45% (q) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

Forest Service Indirect Cost 19.5%

Calculation:
 \$153,100.00 X .195 = \$29,854.50 or \$29,855 rounded

Salt Lake City Corporation's Indirect Cost % - Unknown

Calculation (Used 19.5%):
 \$300,000.00 X .195 = \$58,500.00

RECORDED

AUG 07 2003

CITY RECORDER



APPROVED BY
 Salt Lake City Attorney's Office

Date 7/25/03
 By CEB/lll

Ross C. Anderson 8/12/03
 Date

ROSS C. ANDERSON
 Mayor
 Salt Lake City

ARREST:
Christina M. Moore
 CHIEF DEPUTY CITY RECORDER

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE
Maura Bodell 7/23/2003
 AGREEMENTS COORDINATOR DATE

Thomas L. Tidwell
 THOMAS L. TIDWELL
 Forest Supervisor
 Wasatch-Cache National Forest

8/15/03
 Date

The financial aspects of this instrument have been reviewed and approved for signature:
Robert Mednick 8/15/03
 Robert Mednick, Accountant Date
 Wasatch-Cache National Forest

PARTICIPATING AGREEMENT - FINANCIAL PLAN DETAILS

#03-PA-11041901-005

Wasatch Watershed Protection, Education and Water Quality Capital Programs

Salt Lake City and United States Forest Service, Wasatch-Cache National Forest

07/07/03

TASK/PROJECT	Cost Element	City Non-Cash Contribution	Forest Service Non-Cash Contribution	Forest Service to Reimburse City Expenses
Silver Lake Info Center Center Signs & Exhibits				
Interpretive Signs and Exhibits	Materials	\$ 28,000	\$ 28,000	\$ 28,000
Subtotal, Materials		\$ 28,000	\$ 28,000	\$ 28,000
Interpretive Plan Contract	Salaries	\$ 16,000	\$ -	\$ -
Subtotal, Salaries		\$ 16,000	\$ -	\$ -
Subtotal, SLIC Signs & Exhibits		\$ 44,000	\$ 28,000	\$ 28,000
Watershed Education Signs				
City Watershed Road Signs	Materials	\$ 20,000	\$ 4,000	\$ 4,000
Phase I: Trailhead & Developed Sites Signs	Materials	\$ 51,000	\$ 51,000	\$ 51,000
Lumber for Bulletin Boards	Materials	\$ 4,000	\$ 4,000	\$ 4,000
Steel Cross-members For Signs	Materials	\$ 9,000	\$ 9,000	\$ 9,000
Bulletin Board Site Base	Materials	\$ -	\$ 5,000	\$ -
Phase II: Backcountry & Interpretive Signs	Materials	\$ 20,000	\$ 20,000	\$ 20,000
Subtotal, Materials		\$ 104,000	\$ 93,000	\$ 88,000
Watershed Sign Design & Graphics Contract	Salaries	\$ 106,000	\$ -	\$ -
Sign Installation Contract	Salaries	\$ 40,000	\$ -	\$ -
Bulletin Board Site Base Ground Prep.	Salaries	\$ -	\$ 1,000	\$ -
Subtotal, Salaries		\$ 146,000	\$ 1,000	\$ -
Subtotal, Watershed Education Signs		\$ 250,000	\$ 94,000	\$ 88,000
Toilet Installation Program				
Lower Guardsman Toilet Building	Materials	\$ -	\$ 17,500	\$ -
Lambs Canyon Toilet Building	Materials	\$ -	\$ 12,000	\$ -
Subtotal, Materials		\$ -	\$ 29,500	\$ -
Lower Guardsman Toilet Site Design & Restoration	Salaries	\$ 2,000	\$ 300	\$ -
Lambs Canyon Toilet Demolition & Site Prep.	Salaries	\$ 3,000	\$ 300	\$ -
Lambs Canyon Site Restoration	Salaries	\$ 1,000	\$ 1,000	\$ -
Subtotal, Salaries		\$ 6,000	\$ 1,600	\$ -
Subtotal, Toilet Installation		\$ 6,000	\$ 31,100	\$ -
Total, Materials		\$ 132,000	\$ 150,500	\$ 116,000
Total, Salaries		\$ 168,000	\$ 2,600	\$ -
TOTALS		\$ 300,000	\$ 153,100	\$ 116,000
Net Total Project Value (Before Indirect Costs)				\$ 569,100

*

24 J/33 JS



"Ward, Thomas"
<Thomas.Ward@slcgov.com>

07/01/2003 09:26 AM

To: "Carol Majeske" <cmajeske@fs.fed.us>
cc:
Subject: RE: Toilet maintenance questions

Carol,
Sounds great!
Tom

-----Original Message-----

From: Carol Majeske [mailto:cmajeske@fs.fed.us]
Sent: Friday, June 27, 2003 12:44 PM
To: thomas.ward@ci.slc.ut.us
Subject: Toilet maintenance questions

More on toilets...regarding the Lambs Canyon and Guardsman toilets, I'll need to specify maintenance responsibilities in our agreement. You have proposed the City be responsible for cleaning the toilet in Lambs Canyon, located on NFS land, since the City has other toilets in that canyon and the FS has no maintenance folks going there. We would clean the toilet at Lower Guardsman, which technically would be a FS-owned toilet on City land paid for through the appropriation. This makes economic/efficiency sense for both.

I'd like to propose that the City also be responsible for pumping the toilet in Lambs since you'd probably be ordering the pumping of your other toilets there at the same time. Likewise, we would be responsible for pumping the Lower Guardsman toilet for the same reason. What do you think??

255/33 85

COOPERATIVE AGREEMENT
between
SALT LAKE CITY CORPORATION
and
WASATCH-CACHE NATIONAL FOREST, USDA-FOREST SERVICE

THIS COOPERATIVE AGREEMENT, made and entered into by and between SALT LAKE CITY CORPORATION, hereinafter referred to as the "CITY", and the FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE, acting through the Forest Supervisor of the WASATCH-CACHE NATIONAL FOREST, hereinafter referred to as the "FOREST SERVICE", under the authority of the Granger-Thye Act of April 24, 1950 (16 USC 572),

WITNESSETH:

WHEREAS, The Forest Service is charged by Presidential Proclamation, federal law and regulation to manage the lands known as the Wasatch-Cache National Forest, and,

WHEREAS, The Federal Acts of September 19, 1914, and May 26, 1934, set aside lands described in the Acts (primarily in the Wasatch-Cache National Forest) as a municipal water supply reserve for the use and benefit of Salt Lake City and directs administration by the Secretary of Agriculture in cooperation with Salt Lake City, and,

WHEREAS, The State of Utah has granted extraterritorial jurisdiction to all Utah cities to enact ordinances pertaining to prevention of pollution or contamination of the streams or water courses from which inhabitants of the cities derive their water supply, and,

WHEREAS, Both the City and the Forest Service are interested in the protection of City Watersheds on National Forest lands, and,

WHEREAS, Both the City and the Forest Service recognize the protection of water quality is a prime consideration in the administration and planning for all activities and development on National Forest lands within the City Watershed, and,

WHEREAS, Requirements attendant to the installation of the Big Cottonwood Sewer line direct, by County ordinance, that all sanitation facilities within 300 feet of the line be hooked in and made to operate as part of that system, and,

WHEREAS, Both the City and the Forest Service have maintenance and operations responsibilities for sanitation facilities in Big Cottonwood Canyon within the hook-up zone, and,

26J/33 *AS*

WHEREAS, The City and the Forest Service must replace or retro-fit virtually all of their sanitation facilities to gain compliance with county ordinance, and,

WHEREAS, The City and the Forest Service agree the most efficient and cost-effective means to accomplish sanitation facility replacement/retro-fit is through a single, phased, contractual effort, and,

THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The City Shall:

1. Contribute to the Forest Service:

a. \$62,606 for the construction of one 4-unit flush sanitation facility and its hook-up to the Big Cottonwood Sewerline. See EXHIBIT A for cost details. Toilet unit will be located at the Big Cottonwood Park'n'Ride. Deposit shall be made by July 31, 1992.

b. \$2,580 for the removal of four existing City rest-rooms in lower Big Cottonwood Canyon. Deposit shall be made by July 31, 1992.

B. The Forest Service Shall:

1. Provide the products and services shown in EXHIBIT A of this agreement, and:

a. Include items funded in SECTION A.1.a and A.1.b of this agreement in its 1992 Toilet Construction/Sewer Hook-in Contract for lower Big Cottonwood Canyon.

2. Deposit the contributions received from the City into a Forest Service cooperative work fund.

3. Keep necessary records to validate work being provided and disposition of funds.

4. Provide necessary personnel and expertise to accomplish all tasks identified in SECTION A.1.

C. It is Mutually Agreed That:

1. Both the City and the Forest Service retain their responsibilities for the cost of upkeep and repair of their respective toilet units and supporting water source systems, including annual fees to the sewer improvement district and other costs associated with sewerline hook-up.

275 / 33 JS
~~275~~

2. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

3. Contributions listed in SECTION A.1.a., and A.1.b., are based on the Big Cottonwood Canyon Comfort Station Schedule of Items as bid by the contractor awarded the contract. In the event Change Orders are required that changes the cost of the comfort station being funded through City contributions, either up or down, the City will be consulted. If the City concurs with the proposed Change, contributions made by the City will be adjusted to fully cover the cost of items outlined in SECTION A.1.a. and A.1.b.

4. Either party may terminate the agreement by providing 60 days' written notice. Unless terminated by written notice, this agreement will remain in force indefinitely.

5. In case of termination of this agreement, any funds on deposit may be held by the Forest Service beyond the termination date to meet obligations incurred prior to the expiration date. Unexpended funds remaining in the account upon payment of said obligations shall be returned to the City.

6. Nothing herein shall be construed as obligating the Forest Service or the City to expend or become involved in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.

7. No contribution provided herein or donation or gift of any kind shall entitle the contributors or donors to any share of interest in the said land or improvements other than the right to use and enjoy the same under the existing regulations of the Forest Service.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date written below.

SALT LAKE CITY CORPORATION

UNITED STATES DEPT. OF AGRICULTURE
Forest Service

By

DEEDEE CORRADINI
Mayor

SUSAN GIANNETTINO
Forest Supervisor

Date: _____

Date: _____

ATTEST:

CITY RECORDER

Date: _____

285/33 JS

EXHIBIT A

COST BREAKDOWN--BCC PARK'N'RIDE REST-ROOM

1. Comfort Station (4-unit) and Electrical Hook-up	\$44,500
2. Trenching (4" sewerline) [20 feet @ \$7/ft]	\$200
3. Trenching (2" waterline) [375 Feet @ \$5/ft]	\$2,250
4. Pipe zone material (sewer) [1.5CY @ \$20/CY]	\$32
5. 2-inch Curb and Valve Box	\$219
6. 2-inch Galv. Steel pipe (Water supply) [375 feet @ \$8/ft]	\$844
7. Concrete thrust blocks [4 EA @ \$50/EA]	\$140
8. 4-inch heavy duty Pipe (sewer) 20 feet @ \$4/ft	\$55
9. Tapping into sewer main	\$500
	<u>\$48,740</u>
Preliminary Engineering and Design (@7%)	\$3,412
Construction Engineering (@12%)	\$5,850
Administrative Overhead (@10%)	\$4,874
TOTAL COST	<u>\$62,606</u>

COOPERATIVE AGREEMENT
between
SALT LAKE CITY CORPORATION
and
WASATCH-CACHE NATIONAL FOREST, USDA-FOREST SERVICE

RECORDED
NOV 03 1992
CITY RECORDER

THIS COOPERATIVE AGREEMENT, made and entered into by and between SALT LAKE CITY CORPORATION, hereinafter referred to as the "CITY", and the FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE, acting through the Forest Supervisor of the WASATCH-CACHE NATIONAL FOREST, hereinafter referred to as the "FOREST SERVICE", under the authority of the Granger-Thye Act of April 24, 1950 (16 USC 572),

WITNESSETH:

WHEREAS, The Forest Service is charged by Presidential Proclamation, federal law and regulation to manage the lands known as the Wasatch-Cache National Forest, and,

WHEREAS, The Federal Acts of September 19, 1914, and May 26, 1934, set aside lands described in the Acts (primarily in the Wasatch-Cache National Forest) as a municipal water supply reserve for the use and benefit of Salt Lake City and directs administration by the Secretary of Agriculture in cooperation with Salt Lake City, and,

WHEREAS, The State of Utah has granted extraterritorial jurisdiction to all Utah cities to enact ordinances pertaining to prevention of pollution or contamination of the streams or water courses from which inhabitants of the cities derive their water supply, and,

WHEREAS, Both the City and the Forest Service are interested in the protection of City Watersheds on National Forest lands, and,

WHEREAS, Both the City and the Forest Service recognize the protection of water quality is a prime consideration in the administration and planning for all activities and development on National Forest lands within the City Watershed, and,

WHEREAS, Requirements attendant to the installation of the Big Cottonwood Sewer line direct, by County ordinance, that all sanitation facilities within 300 feet of the line be hooked in and made to operate as part of that system, and,

WHEREAS, Both the City and the Forest Service have maintenance and operations responsibilities for sanitation facilities in Big Cottonwood Canyon within the hook-up zone, and,

305/33 JS

WHEREAS, The City and the Forest Service must replace or retro-fit virtually all of their sanitation facilities to gain compliance with county ordinance, and,

WHEREAS, The City and the Forest Service agree the most efficient and cost-effective means to accomplish sanitation facility replacement/retro-fit is through a single, phased, contractual effort, and,

THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The City Shall:

1. Contribute to the Forest Service:

a. \$62,606 for the construction of one 4-unit flush sanitation facility and its hook-up to the Big Cottonwood Sewerline. See EXHIBIT A for cost details. Toilet unit will be located at the Big Cottonwood Park'n'Ride. Deposit shall be made by July 31, 1992.

b. \$2,580 for the removal of four existing City rest-rooms in lower Big Cottonwood Canyon. Deposit shall be made by July 31, 1992.

B. The Forest Service Shall:

1. Provide the products and services shown in EXHIBIT A of this agreement, and:

a. Include items funded in SECTION A.1.a and A.1.b of this agreement in its 1992 Toilet Construction/Sewer Hook-in Contract for lower Big Cottonwood Canyon.

2. Deposit the contributions received from the City into a Forest Service cooperative work fund.

3. Keep necessary records to validate work being provided and disposition of funds.

4. Provide necessary personnel and expertise to accomplish all tasks identified in SECTION A.1.

C. It is Mutually Agreed That:

1. Both the City and the Forest Service retain their responsibilities for the cost of upkeep and repair of their respective toilet units and supporting water source systems, including annual fees to the sewer improvement district and other costs associated with sewerline hook-up.

31 J/33 JS

2. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
3. Contributions listed in SECTION A.1.a., and A.1.b., are based on the Big Cottonwood Canyon Comfort Station Schedule of Items as bid by the contractor awarded the contract. In the event Change Orders are required that changes the cost of the comfort station being funded through City contributions, either up or down, the City will be consulted. If the City concurs with the proposed Change, contributions made by the City will be adjusted to fully cover the cost of items outlined in SECTION A.1.a. and A.1.b.
4. Either party may terminate the agreement by providing 60 days' written notice. Unless terminated by written notice, this agreement will remain in force indefinitely.
5. In case of termination of this agreement, any funds on deposit may be held by the Forest Service beyond the termination date to meet obligations incurred prior to the expiration date. Unexpended funds remaining in the account upon payment of said obligations shall be returned to the City.
6. Nothing herein shall be construed as obligating the Forest Service or the City to expend or become involved in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.
7. No contribution provided herein or donation or gift of any kind shall entitle the contributors or donors to any share of interest in the said land or improvements other than the right to use and enjoy the same under the existing regulations of the Forest Service.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date written below.

SALT LAKE CITY CORPORATION

UNITED STATES DEPT. OF AGRICULTURE
Forest Service

By *Dee Dee Corradini*
DEEDEE CORRADINI
Mayor

Susan Giannettino
SUSAN GIANNETTINO
Forest Supervisor

Date: NOV 03 1992

Date: 7/30/92

ATTEST:

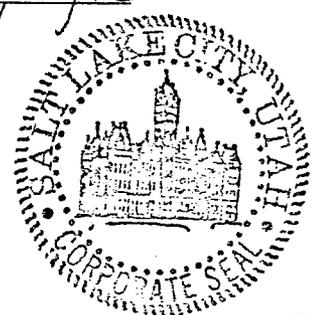
RECORDED

NOV 03 1992

Christine Meeker
CITY RECORDER

CHIEF DEPUTY

Date: NOV 03 1992



325/33 AS

ICER
LOCAL

C

EXHIBIT A
(corrected)

COST BREAKDOWN -- BCC PARK'N'RIDE REST-ROOM

1.	Comfort Station (4-Unit) and Electrical Hook-up	\$44,500
2.	Trenching (4" sewerline) [20 feet @ 10.00]	200
3.	Trenching (2" waterline) [375 feet @ 6.00]	2,250
4.	Pipe zone material (sewer) [1.5CY @ 21.00CY]	32
5.	2-inch Curb and Valve Box	219
6.	2-inch Galv. Steel pipe (water supply)[375 feet @ 2.25]	844
7.	Concrete thrust blocks [4 EA @ 35/ft]	140
8.	4-inch heavy duty pipe (sewer) 20 feet @ 2.75	55
9.	Tapping into sewer main	<u>500</u>
		\$48,740
	Preliminary Engineering and Design (@7%)	\$3,412
	Construction Engineering (@12%)	5,850
	Administrative Overhead (@10%)	4,874
	Adjustment	<u><270></u>
	TOTAL COST	\$62,606

33J/33 AS