

**Jen Clancy**

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**From:** Roger Bourke <rbourke@earthlink.net>  
**Sent:** Sunday, September 6, 2020 7:31 AM  
**To:** Piper Lever  
**Subject:** Citizen input at September 9th TC meeting  
**Attachments:** Alta property values.pdf

Piper—

I would like to submit the attached statement to be read at the September 9th TC meeting. Also, if I could present this in person, I would handout the attached spreadsheet too. So I would appreciate it if you would distribute the spreadsheet to the Council so that it can be referred to during the statement.

Thanks,

Roger Bourke  
Box 8083  
Alta, UT 84092  
801-742-9800  
818-970-0657 cell

Most of the people in this meeting are too young to remember the pre-civil rights era as an adult; I am not. In that time, African American were overtly and legally discriminated against. Most thought, "this is not right, but there is not much I can do about it, so I will accept it as the way it is, and anyway it's not as bad as slavery." I few didn't. Among them was John Lewis whose recent death reminded us of some of the things he did and said. Here is a quote: "When you see something that is not right, not just, not fair, you have a moral obligation ... to do something. Our children and their children will ask us, 'what did you do?' .... We have a mission and a mandate to be on the right side of history."

Of course how we pay for our EMS services is not in the same league as Jim Crow, but nevertheless when property tax payers bear the burden of another group's consumption of those services it's not right. One could argue that property owners get the benefit of these services too, and they do, but that does not justify that group paying for all of them for everyone. This would be more stark if property tax payer paid for 100% and the skier population consumed 100%. It is not quite that bad, but it's stark enough. Data obtained from UFA show that calls to residences over the last several years only amounted to 2% of the total while calls to the ski area was more than 80%. I don't consider this just and I think we can do better.

And there is another area where I see injustice—property tax. I believe you have received a spreadsheet showing recent data from the county assessor. For some hard to explain reason, the new Snowpine Lodge is now less valuable than the Rustler and the aging Peruvian, the last of which had their assessed value increase by more than a factor of 2, while Snowpine's went down nearly 40%. Further, the dirt under he PhotoHaus is assessed to be 7 times per square foot more valuable than the dirt under the Shallow Shaft, right next door. Something here is not right and I think we can do better.

Alta Property from Assessors Property View							
Alta Commercial Property		2019 assessed value	2020 market value	% change, 2019 to 2020	Land area, acres	2020 Land value	\$/acre
Name	Parcel #		Total parcel				
<b>Rustler Lodge</b>	30052510050000	\$8,403,900	\$8,983,600	6.9%	3.19	\$3,334,900	\$1,045,423
<b>Snowpine Lodge</b>	30052510030000	\$13,245,300	\$8,506,900	-35.8%	1.15	\$1,202,300	\$1,045,478
<b>Alta Lodge</b>	30051760040000	\$4,850,611	\$4,829,484	-0.4%	4.03	\$3,899,500	\$967,618
<b>Goldminers</b>	30051760020000	\$5,306,804	\$7,435,371	40.1%	2.81	\$2,749,500	\$978,470
<b>Peruvian Lodge</b>	30051540130000	\$4,578,911	\$9,262,527	102.3%	5.07	\$4,770,300	\$940,888
<b>Photo Haus</b>	30051260020000	\$1,625,300	\$1,838,200	13.1%	0.13	\$1,002,800	\$7,713,846
<b>Deep Powder Hs</b>	30051760030000	\$452,500	\$479,600	6.0%	0.11	\$115,000	\$1,045,455
<b>Shallow Shaft</b>	30051260010000	\$476,490	\$519,700	9.1%	0.21	\$219,600	\$1,045,714
<b>Total</b>		<b>\$38,939,816</b>	<b>\$41,855,382</b>	<b>7.5%</b>			

**Jen Clancy**

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**From:** Sheridan Davis  
**Sent:** Wednesday, September 2, 2020 10:26 AM  
**To:** Harris Sondak; Piper Lever  
**Subject:** Community Center Planning

(For circulation to other council members, town staff, and a letter I will speak to during public comment at our next council meeting).

“Whose Land Is This?”

Good Morning!

In breathing in the cooler air of the day and watching migrating raptors fly through Alta, I wanted to share some thinking around how a community center could best serve our town to create more community.

The ideas shared thus far are all admirable. I applaud the work that has been done to flesh out concepts to serve the broadest constituency imaginable in thinking about what community this center should serve.

A new school, a general day lodge with public bathrooms, a hall for events that could serve nonprofit and for profit entities, offices, housing for our public servants—these are concepts that I’ve heard emphasized in planning what this area might be used for. And they’re great ideas. They are also ideas for things that already exist in our town.

What we don’t have is a proven means of creating deeper community in a mountain town. That means is affordable housing. Affordable housing could provide a linchpin for more community engagement. Affordable housing could be a strong revenue stream for the town. And affordable housing could be a small first step toward reducing the transient nature of the population that moves through Alta.

Some may say we have affordable housing in Alta—employee housing. But are employees free if their work, housing and community are all tied to their employment situation? People in our community have died by suicide because of less. How can residents be fully engaged in their communities if their unfettered opinions and actions might cost them their housing, job and community?

I do not believe that the most beautiful places in the world should only belong to the most affluent people in the world. Is Alta forever to be a community of second home owners, their property caretakers, and the employees of businesses in town? We can dream better and do better in Alta.

Of all the ideas shared about a potential community center, I believe the idea for affordable housing should percolate to the top and receive first priority emphasis.

With hopes for a more diverse and stable community in Alta,

Sheridan Davis  
Councilwoman

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**The minutes of the Aug 12, 2020 TOA Council meeting disclose the following comments by the staff:**

***“John Guldner, Town Administrator, stated that the Town of Alta had a 1976 contract with Salt Lake City Department of Public Utilities that provided 265,000 gallons of water per day. This contract had not been amended and was still in effect. The Town was restricted geographically to where water could be provided.”***

**The Shrontz Settlement Agreement discloses the following:**

***“The net quantity of water allowed to be diverted by the Estate under existing approvals from the Bay City Mine will not increase the maximum quantity of water available to the Town under the Intergovernmental Agreement dated August 12, 1976, as the quantity used by the Estate and its successors and assigns will be deducted from that agreement.”***

**This clearly amends the maximum quantity of water available to the Town under the Intergovernmental Agreement dated August 12, 1976. Thus the questions are as follows:**

**[1] What is the net quantity of water, under “existing approvals”, that may be diverted from Bay City?**

**[2] What is the maximum quantity of water available to the Town under the Intergovernmental Agreement dated August 12, 1976?**

**The quantity of water allowed under the 1976 agreement is predicated on the termination of the 1975 agreement. The TOA is a party to the Shrontz Settlement Agreement which states: *“Defendant Salt Lake City Corporation and plaintiff Estate of JoAnne L. Shrontz shall specifically perform under the express terms of the Water Supply Agreement dated May 2, 1975”*. The TOA clearly consented & acknowledged that the 1975 agreement is not terminated.**

**The quantity of water under the 1976 agreement & associated “approvals” is not known publicly. The analysis provided by the staff is devoid of particulars such that it is rendered meaningless.**

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*Attorneys for Defendant Salt Lake City Corporation*

FILED DISTRICT COURT  
 Third Judicial District

FEB 18 2014

By *mt [Signature]*  
 Deputy Clerk

**IN THE THIRD JUDICIAL DISTRICT COURT**

**SALT LAKE COUNTY, STATE OF UTAH**

THE ESTATE OF JOANNE L. SHRONTZ,  
 by and through Herbert C. Livsey, Personal  
 Representative,

Plaintiff,

vs.

TOWN OF ALTA, UTAH, a Utah  
 municipality, and SALT LAKE CITY  
 CORPORATION, a Utah municipality,

Defendants.

**STIPULATED ORDER**

Civil No. 090921163

Judge John Paul Kennedy

SALT LAKE CITY CORPORATION, a  
Utah municipality,

Counterclaim Plaintiff,

vs.

THE ESTATE OF JOANNE L. SHRONTZ,  
by and through Herbert C. Livsey, Personal  
Representative,

Counterclaim Defendant

Based on the Stipulation and Motion (the "Stipulation") submitted by the above-captioned parties ("Parties"), and for good cause shown, the Court orders as follows:

1. Defendant Salt Lake City Corporation ("Salt Lake City") and plaintiff Estate of JoAnne L. Shrontz (the "Estate") shall specifically perform under the express terms of the Water Supply Agreement dated May 2, 1975, with the following additional or modified terms and conditions only:

- a) The amount of water the Estate, its successors and assigns may take and use under the 1975 Agreement shall be limited to eight hundred (800) gallons per day (gpd) average daily usage calculated on an 30 day-billing period basis for each of up to ten (10) single family homes to be planned, sited and constructed in a manner that complies with the Development Agreement attached to the Stipulation as Exhibit B. Unless approved by the parties hereto, the Estate, its successors and assigns shall not apply for a rezone of the Estate land, if such a rezone would increase the

number of homes, the demand for water, or the size of the areas of disturbance beyond those shown as building areas on the Plat.

- b) The Bay City Mine is included as a water source under the 1975 Agreement. The net quantity of water allowed to be diverted by the Estate under existing approvals from the Bay City Mine will not increase the maximum quantity of water available to the Town under the Intergovernmental Agreement dated August 12, 1976, as the quantity used by the Estate and its successors and assigns will be deducted from that agreement.

- c) Any Estate connection to the Bay City Mine shall be located after the antimony treatment has been effectuated and shall be located inside the treatment plant facility of defendant Town of Alta ("Town") at the Bay City Mine portal. This connection shall be made at the Estate's sole cost and shall not result in or present any interference with the operation and maintenance of the Town's water system. Connection further down the line from the Town treatment plant facility is allowed, but only to the extent reasonable and necessary to address engineering concerns of the Town, the water delivery system operator, or the Estate. With the exception of the above described connection and an emergency connection approved by the Town and its water delivery system operator, the water delivery system to serve the Estate's development shall remain a stand-alone system, separate from the Town water delivery system. Any use of water through this emergency connection shall not be counted as part of the permitted usage

described in subparagraph (a), above. This stand-alone water delivery system shall only serve those up to ten (10) single family homes to be planned, sited and constructed in a manner that complies with the Development Agreement attached to the Stipulation as Exhibit B, and shall not serve any other connections or uses on any other property. Once it is operational, the stand-alone water delivery system will be owned by the homeowners association created by the Estate and be operated for the benefit of the future owners of the platted lots as described in the Development Agreement attached to the Stipulation as Exhibit B. The stand-alone water delivery system will be operated and maintained by the local service authority responsible for the operation and maintenance of the Town water system in a manner consistent with any then-applicable statutes, regulations, and ordinances. The homeowners association and the owners of the lots shall be jointly and severally responsible for compliance with the 1975 Agreement as amended herein. No additional approval shall be required from Salt Lake City for transfer of the right to use water and the responsibilities under the 1975 Agreement with respect to such platted lots, and no assignment of rights and responsibilities under the 1975 Agreement as amended here shall be made separate and apart from such platted lots.

- d) Salt Lake City may reduce water deliveries under the 1975 Agreement, impose conservation measures, limit usage to specific times or specific purposes, or take other reasonably necessary conservation measures. Salt Lake City shall take such



actions only to the extent the same actions are taken toward and are made generally applicable to other similarly situated canyon surplus water customers, including but not limited to the Town.

- e) Salt Lake City shall promptly file a change application in the form attached to the Stipulation as Exhibit C, and prosecute such change application in good faith and in the manner that a reasonable water right holder in Salt Lake City's position would do. Upon Salt Lake City's filing of the change application, the Estate shall withdraw its change application a37691. Salt Lake City shall take the actions necessary with respect to filing the change application and seeking its approval, and prosecute or defend any appeal therefrom. Once the Estate's property shown in the Plat is an approved place of use, and that decision is final, then Salt Lake City shall be deemed to have complied with the requirement of this subsection (e). Salt Lake City agrees to keep the Estate informed as to the filing and prosecution of the change application by corresponding with Jeff Appel of Ray Quinney & Nebeker. The Estate shall promptly reimburse Salt Lake City Public Utilities Department for all out of pocket costs reasonably incurred by Salt Lake City relating to the filing, prosecution, appeal (if any) and proof of such change application, including attorneys' fees. Amounts actually incurred out of pocket by Salt Lake City will be presumed to be reasonably incurred, absent presentment of evidence to the contrary. Any Salt Lake City invoices for such reimbursement unpaid after thirty (30) days from mailing shall earn interest at a rate of 10% per

annum, compounded annually. If any portions of such invoices are disputed, such disputes may be raised only after full payment under protest.

f) The general liability insurance policy described in paragraph 10 of the 1975 Agreement shall be a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage. These limits may be periodically adjusted for inflation as reasonably determined by the Salt Lake City Public Utilities Director. The form of the policy and insurer shall be approved by Salt Lake City Public Utilities Department. Such approval shall not be unreasonably withheld, conditioned or delayed.

g) The Salt Lake City Public Utilities Director shall provide to the Estate a Water Availability letter in the form attached as Exhibit D, to the Stipulation.

h) Upon request by the Estate or by any third party who is reviewing the plat or the Estate's proposed subdivision, Salt Lake City agrees to promptly provide accurate information regarding the availability of water to such third parties. Except as expressly described, Salt Lake City shall not have any affirmative obligations to assist the Estate or its successors as to any necessary third party approvals. Salt Lake City shall not intervene or interfere with any third party approvals.

2. The Estate shall reimburse the Town of Alta for fees and costs incurred in this action in the sum of one hundred thousand dollars (\$100,000). Such amount shall be paid immediately upon entry of this Order.

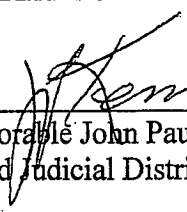
3. The Estate shall reimburse Salt Lake City Public Utilities Department for fees and costs incurred in this action in the sum of four hundred thousand dollars (\$400,000). Such amount shall be paid immediately upon entry of this Order.

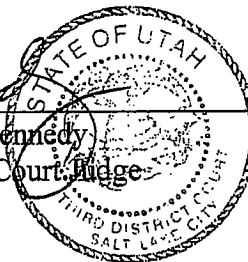
4. The Parties shall submit any dispute regarding the interpretation of the Stipulation and this Order to mediation prior to the commencement of suit.

5. This matter and the claims and defenses that were or could have been raised in this matter shall be deemed fully resolved and satisfied and are hereby dismissed with prejudice and upon the merits, with the exception of the Estate's First Cause of Action related to an appeal of the Town's decision on the Estate's land use application, which shall be dismissed without prejudice. If no appeal is filed to challenge or invalidate the Development Agreement, or if an appeal is filed and that appeal is dismissed and unsuccessful, then the claims brought in the First Cause of Action shall be considered dismissed with prejudice. In dismissing the claims related to this lawsuit, the parties agree that each party is to bear its own costs and attorneys' fees.

ENTERED this 18 day of February, 2014.

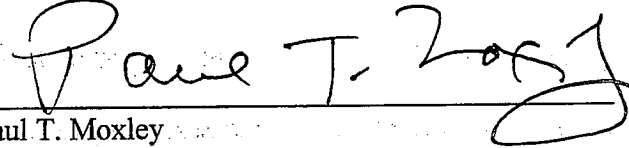
BY THE COURT:

  
Honorable John Paul Kennedy  
Third Judicial District Court Judge

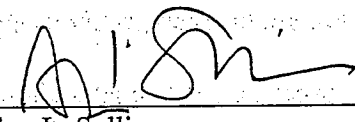


Approved as to form and content


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