



**BLUFFDALE CITY COUNCIL  
MEETING AGENDA  
Wednesday, August 24, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, August 24, 2016 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at **6:30 p.m.** or as soon thereafter as possible. Notice is further given that access to this meeting by the Mayor and or City Council may be by electronic means via telephonic conference call.

**BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING 6:30 P.M.**

1. Roll Call, Invocation, Pledge of Allegiance\*
2. **PUBLIC FORUM** – (4 minute maximum per person to bring items not already on the agenda before the Council. Participants are encouraged to submit a written statement (1 copy) for items that are complex or that may require more than 4 minutes to present).
3. **CONSENT AGENDA** –
  - 3.1 Approval of the July 27, 2016 meeting minutes.
  - 3.2 Preliminary acceptance of Marketplace – Aclaime at Independence Park, and beginning the warranty period.
  - 3.3 Preliminary acceptance of Spring View Farms Pressurized Irrigation Pumping Station, and beginning the warranty period.
  - 3.4 Acceptance of Beacon Hill Apartments – Curb and Sidewalk, ending the warranty period.
  - 3.5 Approval of a resolution of the Bluffdale City Council adopting a Storm Water Management Plan for the City of Bluffdale.
  - 3.6 Approval of a resolution of the Bluffdale City Council approving a Franchise Agreement by and between the City of Bluffdale and Central Telecom Services, LLC, dba CentraCom, for Voice, Data, and Video Services.
4. Consideration and vote on a resolution appointing Members to the Bluffdale Arts Advisory Board, staff presenter, Mayor Timothy.
5. Mayor's Report
6. City Manager's Report and Discussion

**PLANNING SESSION**

Please Note: The planning session is for identifying future items and other council discussion in accordance with Utah Code § 52-4-201(2)(a). While the meeting may be open to the public, there will not be any opportunity for public input during the planning session.

- 8. Closed meeting pursuant to Utah Code § 52-4-205(1) to discuss the character, professional competence, or health of an individual, collective bargaining, pending or imminent litigation, strategies to discuss real property acquisition, including any form of a water right or water shares, security issues, or any alleged criminal misconduct (if needed).

**Dated this 19<sup>th</sup> day of August, 2016**

I HEREBY CERTIFY THAT THE FOREGOING NOTICE AND AGENDA WAS FAXED TO THE SOUTH VALLEY JOURNAL, THE SALT LAKE TRIBUNE, AND THE DESERET MORNING NEWS; POSTED AT THE BLUFFDALE CITY HALL, BLUFFDALE CITY FIRE STATION, AND THE COMMUNITY BULLETIN BOARD AT THE BLUFFS APARTMENTS; EMAILED OR DELIVERED TO EACH MEMBER OF THE BLUFFDALE CITY COUNCIL; ON THE CITY'S WEBSITE AT [WWW.BLUFFDALE.COM](http://WWW.BLUFFDALE.COM) AND ON THE PUBLIC MEETING NOTICE WEBSITE, [WWW.PMN.UTAH.GOV](http://WWW.PMN.UTAH.GOV)



**Wendy L. Deppe, CMC**  
**City Recorder**

Note: The Bluffdale City Council will take a recess at approximately 9:30 p.m. and will evaluate the time needed to complete items not yet heard on the evening's agenda. Items the Council determines may take the meeting past 10:00 p.m. may be removed from the agenda and re-scheduled for the next regularly scheduled meeting. In compliance with the American with Disabilities Act, individuals needing assistance or other services or accommodation for this meeting should contact Bluffdale City Hall at least 24 hours in advance of this meeting at 801-254-2200. TTY 7-1-1. \*Contact the City Recorder if you desire to give the Invocation.



**\*\*\*AMENDED\*\*\***  
**BLUFFDALE CITY COUNCIL**  
**MEETING AGENDA**  
**Wednesday, July 27, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, July 27, 2016 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at **6:30 p.m.** or as soon thereafter as possible. Notice is further given that access to this meeting by the Mayor and or City Council may be by electronic means via telephonic conference call.

**BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING 6:30 P.M.**

1. Roll Call, Invocation, Pledge of Allegiance\*
2. **PUBLIC FORUM** - (4 minute maximum per person to bring items not already on the agenda before the Council. Participants are encouraged to submit a written statement (1 copy) for items that are complex or that may require more than 4 minutes to present).
3. **CONSENT AGENDA** -
  - 3.1 Approval of the June 22, 2016 meeting minutes.
  - 3.2 Approval of the July 13, 2016 meeting minutes.
  - 3.3 Preliminary acceptance of Independence at the Point, Plat F Park & Trail, and beginning the warranty period.
4. Presentation and discussion regarding an Emergency Management System, staff presenter, Natalie Hall.
5. Consideration and vote on a resolution of the Bluffdale City Council adopting an Emergency Operations Plan, staff presenter, Natalie Hall.
6. **PUBLIC HEARING** - Consideration and vote on proposed amendments to the Bluffdale City Land Use Ordinance Chapter and Map designation, SD-R Independence Park, and to approve the associated Project Plan, located at approximately 14880 South Noell Nelson Drive; TBP 147, LLC, applicant, staff presenter, Grant Crowell.
- \*\*\* 7. Conditional Preliminary Acceptance of Bluffdale Heights Phase 4, and beginning the warranty period, staff presenter, Michael Fazio.
8. Mayor's Report

9. City Manager's Report and Discussion

**PLANNING SESSION**

Please Note: The planning session is for identifying future items and other council discussion in accordance with Utah Code § 52-4-201(2)(a). While the meeting may be open to the public, there will not be any opportunity for public input during the planning session.

10. **WORK SESSION** – Regarding the Concept Plan for Day Ranch, presenter, Dave Tolman.
11. Closed meeting pursuant to Utah Code § 52-4-205(1) to discuss the character, professional competence, or health of an individual, collective bargaining, pending or imminent litigation, strategies to discuss real property acquisition, including any form of a water right or water shares, security issues, or any alleged criminal misconduct (if needed).
12. Consideration and vote on a resolution of the Bluffdale City Council authorizing the execution of a Settlement Agreement with Newman Construction, staff presenter, Brittany Skinner.

**Dated this 26<sup>th</sup> day of July, 2016**

I HEREBY CERTIFY THAT THE FOREGOING NOTICE AND AGENDA WAS FAXED TO THE SOUTH VALLEY JOURNAL, THE SALT LAKE TRIBUNE, AND THE DESERET MORNING NEWS; POSTED AT THE BLUFFDALE CITY HALL, BLUFFDALE CITY FIRE STATION, AND THE COMMUNITY BULLETIN BOARD AT THE BLUFFS APARTMENTS; EMAILED OR DELIVERED TO EACH MEMBER OF THE BLUFFDALE CITY COUNCIL; ON THE CITY'S WEBSITE AT [WWW.BLUFFDALE.COM](http://WWW.BLUFFDALE.COM) AND ON THE PUBLIC MEETING NOTICE WEBSITE, [WWW.PMN.UTAH.GOV](http://WWW.PMN.UTAH.GOV)



**Wendy L. Deppe, CMC**  
**City Recorder**

Note: The Bluffdale City Council will take a recess at approximately 9:30 p.m. and will evaluate the time needed to complete items not yet heard on the evening's agenda. Items the Council determines may take the meeting past 10:00 p.m. may be removed from the agenda and re-scheduled for the next regularly scheduled meeting. In compliance with the American with Disabilities Act, individuals needing assistance or other services or accommodation for this meeting should contact Bluffdale City Hall at least 24 hours in advance of this meeting at 801-254-2200. TTY 7-1-1. \*Contact the City Recorder if you desire to give the Invocation.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

- 1 **Present:** Mayor Derk Timothy  
2 Alan Jackson (arrived at 6:34 p.m.)  
3 Ty Nielsen  
4 Boyd Preece  
5 Justin Westwood  
6 James Wingate  
7  
8 **Staff:** Mark Reid, City Manager  
9 Brittany Skinner, Assistant City Attorney  
10 Grant Crowell, City Planner/Economic Development Director  
11 Michael Fazio, City Engineer  
12 Natalie Hall, Emergency Preparedness Manager  
13 Bruce Kartchner, Finance Director  
14 Blain Dietrich, Public Works Operations Manager  
15 Wendy Deppe, City Recorder  
16  
17 **Others:** Ken Milne  
18 Dave Tolman  
19 Steve McCutchan  
20 Johnny Loumis, Jr., Planning Commission Member  
21

22 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**

23  
24 Mayor Derk Timothy called the meeting to order at 6:30 p.m.

25  
26 **1. Roll Call, Invocation, and Pledge.**

27  
28 All Members of the City Council were present with the exception of Alan Jackson, who arrived  
29 shortly thereafter.

30  
31 Emergency Preparedness Manager, Natalie Hall, offered the invocation.

32  
33 Ty Nielsen led the Pledge of Allegiance.

34  
35 **2. PUBLIC FORUM.**

36  
37 There were no members of the public wishing to address the Council.

38  
39 **3. CONSENT AGENDA.**

40  
41 **3.1 Approval of the June 22, 2016 Meeting Minutes.**

42  
43 **3.2 Approval of the July 13, 2016 Meeting Minutes.**

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1  
2           **3.3     Preliminary Acceptance of Independence at the Point, Plat F Park and Trail,**  
3           **and Beginning the Warranty Period.**  
4

5     **James Wingate moved to approve the consent agenda. Boyd Preece seconded the motion.**  
6     **The motion passed with the unanimous consent of the Council.**  
7

8     **4.     Presentation and Discussion Regarding an Emergency Management System, Staff**  
9     **Presenter, Natalie Hall.**  
10

11    **5.     Consideration and Vote on a Resolution of the Bluffdale City Council Adopting an**  
12    **Emergency Operations Plan, Staff Presenter, Natalie Hall.**  
13

14    The discussion on the above two agenda items was combined.  
15

16    Emergency Preparedness Manager, Natalie Hall, reported that the City benefits annually from  
17    federal funding. As part of that funding, however, there are certain requirements. One is that the  
18    City approve by resolution its Emergency Operations Plan every two years. She noted that the last  
19    time the plan was approved was in 2011.  
20

21    An Executive Summary of the plan was presented to the Council as follows:  
22

23    **Section 1: - Introduction**  
24

25    The purpose of the Bluffdale City Emergency Operations Plan is to establish a framework to  
26    integrate and coordinate the emergency response and recovery actions of all levels of government,  
27    volunteer organizations, and the private sector within Bluffdale City. The EOP is a  
28    comprehensive plan that is risk-based and all-hazards in its approach. As such, it is the blueprint  
29    for all of Bluffdale City’s emergency and disaster operations.  
30

31    **Section 2: - Policies**  
32

33    The mission Statement of the Bluffdale City Emergency Management Division:  
34

- 35       • Our mission is to prepare for, respond to, recover from, and mitigate natural and man-made  
36       emergencies and disasters in Bluffdale and to encourage and assist the citizens of Bluffdale  
37       to prepare themselves for these events.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

**Section 3: - Hazard Analysis**

**Section 4: - Concept of Operations**

The EOP will be activated when an emergency has been declared by the Mayor or designee. A resolution was prepared for when an emergency needs to be declared. When this occurs, any spending that has taken place before the declaration, the City is responsible for and they cannot get reimbursed. During an emergency, the City works through the County who has a threshold they need to meet. If the Mayor is not available to declare an emergency, that responsibility would fall to the Mayor Pro Tem.

Bluffdale City uses its own resources first in an emergency or disaster. When additional resources are needed, assistance from jurisdictions in which the City has mutual aid agreements, and Salt Lake County, will be requested. When damage is widespread and severe, state and federal relief will be made available.

Declaring an emergency and the subsequent EOC operations will comply with FEMA standards. It was reported that the EOC operates under the ICS structure. Bluffdale City departments and agencies and volunteer organizations, function in their various roles. The roles are known as Emergency Support Functions (ESFs) and are the primary mechanism for providing response and recovery assistance to Bluffdale City throughout all phases of an incident.

Mayor Timothy stated that because the tracking of finances is so critical for reimbursement, staff should perhaps review the training and their knowledge on a regular basis. Ms. Hall stated that because of the federal funding, they are required to become NIMS compliant. In order to do so, the federal government requires every employee that would be involved in an emergency disaster or recovery take ICS classes. She noted that she keeps track of the training completed by every City employee. City Manager, Mark Reid, stated that staff members have been offered \$25 for each section they complete.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 Ms. Hall indicated that the Council Members will not be part of the EOC. In order to understand  
2 their role in emergency management, there is a two-hour overview. The purpose of the course is  
3 to introduce the Council to ICS. She considered it a very good way for the Council to understand  
4 their role. The training was scheduled for September 7.

5  
6 Ms. Hall reviewed the website and what is available on the Emergency Management page. She  
7 made minor updates, which were described. She reported that the ham radio information and the  
8 Neighborhood Emergency Plan is available online and has been updated over the past few weeks.  
9 Information on radon resources were also available online. Ms. Hall commented on the  
10 emergency training and stated that they are encouraging as many citizens as possible to take the  
11 training.

12  
13 It was noted that each position must have a backup. Ms. Hall stated that currently the backup is  
14 the City's Communications Specialist. City Manager, Mark Reid's backup is City Attorney,  
15 Vaughn Pickell, in the event of an emergency. She explained that in an emergency, the City  
16 Manager becomes the Emergency Manager and she would become the EOC Coordinator. The  
17 Mayor asked if the backups would need the third and fourth class trainings.

18  
19 Ms. Hall reported that as part of the compliance they are required to have their Continuity of  
20 Operation Plan in place. She stated that it still needs to be done and can be complicated. The  
21 various available trainings were discussed.

22  
23 **Ty Nielsen moved to approve a resolution of the Bluffdale City Council adopting an**  
24 **Emergency Operations Plan. Justin Westwood seconded the motion. Vote on motion: Alan**  
25 **Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye.**  
26 **The motion passed unanimously.**

27

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1   **6.   PUBLIC HEARING – Consideration and Vote on Proposed Amendments to the**  
2   **Bluffdale City Land Use Ordinance Chapter and Map Designation, SD-R**  
3   **Independence Park, and to Approve the Associated Project Plan, Located at**  
4   **Approximately 14880 South Noell Nelson Drive; TBP 147, LLC, Applicant, Staff**  
5   **Presenter, Grant Crowell.**  
6

7   City Planner/Economic Development Director, Grant Crowell, presented the staff report and stated  
8   that there is a new zoning designation that is a formal action to change the zoning map by adding a  
9   new chapter that is specific to this geographic location. It also looks at a new development project  
10   plan to determine whether it fits the General Plan goals and objectives and the area. The General  
11   Plan provides guidance on what future development should be. The subject property is planned  
12   for mixed use. Other mixed use areas in the City were identified. It was noted that a portion of  
13   the property is zoned Heavy Commercial. The text of the ordinance was developed around the  
14   idea that the plan could work. The comment was made that it is basically a residential zone with a  
15   couple of unique features.

16  
17   Mr. Crowell stated that very little public comment was received. One comment was made by  
18   Quester Gas with regard to a large gas line that runs through the area that corresponds with the  
19   linear trail area. Staff spent a significant amount of time examining the potential location for a fire  
20   station. The idea was not to just have a site for circulation for the Fire Department, but  
21   community space for meetings or trainings. As a result, additional parking was requested.

22  
23   Mr. Crowell reported that in order to qualify to apply for the zone it is necessary to have a  
24   minimum acreage and a plan. A study session would also take place with the Council. The  
25   Planning Commission determined that the follow finding was necessary to forward a positive  
26   recommendation on to the City Council:

- 27  
28       1. That no other zone classification exists that more appropriately suits the proposed  
29       development of the property.

30  
31   The Planning Commission spent time discussing density and how to calculate it. The ordinance  
32   does not have a specified density range or requirement to calculate it any certain way and basically  
33   leaves the policy open. Mayor Timothy recalled that the goal in the General Plan is a park ratio of

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 seven acres per 1,000 residents. Mr. Crowell stated that that provision was removed from the  
2 Capital Facilities Plan and a value basis is now used to determine that ratio.

3  
4 Mayor Timothy asked if 1.35 acres of park is adequate for 700 people. Mr. Crowell stated that it  
5 may not meet all of their needs but pointed out that some of the needs are met through the \$5,400  
6 per unit impact fee that is applied to other facilities in the community. The Mayor acknowledged  
7 that there will be a community room, which will get a lot of use. He questioned whether that will  
8 replace open space. He felt that the Fire Station with the community space adds a value that may  
9 be more equivalent to open space. He wanted all to be aware, however, that if this or a version of  
10 it is approved, the entire calculation is to the benefit of the community. The Mayor commented  
11 that a lot of variables will go into their decision and each needs to be considered individually.

12  
13 Mr. Crowell stated that the Planning Commission discussed how to calculate density since as it  
14 grows, it is just over five units per acre. If the Fire Station is removed along with the park and the  
15 canal, it is in the range of six units per acre but there is no guidance for that. They can use the  
16 table and change the overall density but will still have the same plan. Mayor Timothy commented  
17 that this was not his preferred way to zone but it was created for special circumstances on certain  
18 properties where the current zoning does not fit. He was of the opinion that the Fire Station adds a  
19 great benefit to the property that needs to be calculated into the overall value and should be looked  
20 at next time the zone is requested.

21  
22 Mayor Timothy pointed out that whether the request is approved or denied has no bearing on  
23 future requests and no precedent will be set. Every vote on the zone will stand alone from the next  
24 instance. It was noted that the Planning Commission recommended approval 3-to-2.

25  
26 The applicant, Steve McCutchan, a Sandy resident, stated that it is their intent to extend the trail to  
27 connect to the Independence Trail. There was some discussion as to whether it would be public or  
28 private. It now appeared that it would be a private spur off of the public trail. There would also  
29 be a connection to Day Ranch. They did their best to provide an interconnection. It was  
30 determined through several meetings that it was better that the open space be private rather than  
31 public. Mr. McCutchan noted that each of the homes will generate \$5,100 each in park fees.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1  
2 Mr. McCutchan indicated that there are several facilities planned for the Westgate Park, which  
3 will be within walking distance of this development. With regard to fencing, Mr. McCutchan  
4 stated that they will continue the same process but improve upon it. Mayor Timothy wanted to  
5 avoid problems in the future and did not want future homeowners to come to the City requesting a  
6 different type of fencing. He did not object to the developers requiring Trex fencing but wanted  
7 homeowners to be fully aware of the requirement in advance.

8  
9 Mr. Reid clarified that no density was traded for the 1.28-acre fire station site. It was noted that  
10 the donation had not yet been received. Mr. McCutchan stated that shortly before the Planning  
11 Commission Meeting there was a request to donate one lot for a fire station. The Mayor asked  
12 about the possibility of modifying the configuration. Mr. McCutchan stated that each time the line  
13 is moved there is a ripple effect with regard to the configuration and value, however, it can be  
14 done. The Mayor felt that the parking would be designed better with access from the rear. The  
15 loop would also be larger for the fire truck to come around and back in. He recommended they go  
16 back to the original side entrance.

17  
18 Finance Director, Bruce Kartchner, reported that he spoke to the Fire Chief who prefers the lot  
19 beside and the additional curvature. Mayor Timothy indicated that he would defer to the Fire  
20 Chief's wishes. Dave Tolman encouraged the Council to visit Alpine Homes. Mr. Crowell stated  
21 that anything with an acreage of 1.15 to 1.28 could be negotiated.

22  
23 Mr. Tolman explained why the SD zone was selected and stated that they did not feel like there  
24 was a zone that was appropriate for this particular site. They did not want to do a townhome  
25 product and preferred single-family. Next, the determination was made as to whether it was  
26 consistent with the General Plan. The first plan did not include the fire station. It was something  
27 they discussed that they felt would be positive for the area. Questions were also raised about the  
28 park. Mr. Tolman explained that 15% can be allocated to the park. In this case, all of the money  
29 will go toward a park. He stated that Independence was originally set up for 3,600 home sites.  
30 When it is done he stated that he would be surprised if it has 2,500 home sites. This will  
31 dramatically change the number of acres of park. They have not cut back on any of the parks that

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 were allocated in their area. The intent was to make it part of the Independence community. It  
2 was originally an area that could be expanded into Independence. There was a problem, however,  
3 with the original developers and the property owner.

4  
5 Mr. Tolman was happy to speak with Bill Marcovecchio but was leery of having a trail along the  
6 canal behind people’s homes. He stated that it often creates concerns about security. With regard  
7 to Trex fencing, he stated that the Marketplace was an eye opening situation to their builders and  
8 they did not follow through. Buyers had to sign off on the Trex fencing but the builders did not  
9 adequately communicate the cost to the prospective homeowners and allow them to include that  
10 cost in the purchase price. Mr. Tolman stated that the requirement is different with Westgate but  
11 provides a different value. The intent was to create a community feel.

12  
13 Mayor Timothy asked Mr. Tolman if solar paneling had been considered in the development. He  
14 stated that it is much easier to wire if done during construction and is a fraction of the cost.

15 Mr. Tolman stated that they are not wired for it but it would be considered in the future.

16  
17 Mayor Timothy opened the public hearing. There were no public comments. The public hearing  
18 was closed.

19  
20 Boyd Preece liked the idea of family housing and preferred that rather than requiring Trex, that the  
21 money go toward the exterior of the home. Ty Nielsen was not in favor of the cul-de-sac.

22 Mr. Reid stated that there was no other option. Dave Tolman stated that siding could be an option.

23  
24 **Ty Nielsen moved to approve the proposed amendments to the Bluffdale City Land Use**  
25 **Ordinance Chapter and Map designation, SD-R Independence Park, and to approve the**  
26 **associated Project Plan, located at approximately 14880 South Noell Nelson Drive. James**  
27 **Wingate seconded the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin**  
28 **Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.**

29  
30 7. **Conditional Preliminary Acceptance of Bluffdale Heights Phase 4, and Beginning the**  
31 **Warranty Period, Staff Presenter, Michael Fazio.**  
32

33 Mr. Reid clarified that normally preliminary acceptance would not be brought to the Council

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 without being complete and ready to go, however, there is one-month gap between tonight's  
2 meeting and the next meeting. In the past they have brought an item forward and made it  
3 conditional upon being completed with the City Engineer signing off on it. The above project is  
4 not complete and there are at least two items remaining to be completed. Staff felt they could be  
5 completed within the next two to four weeks. City Engineer, Michael Fazio, reported that the  
6 remaining items can be completed. Once it is signed off on, the warranty period will begin.

7  
8 Mr. Fazio stated that the Construction Manager and Public Works personnel inspected the  
9 subdivision improvements. Everything was approved with the exception of the sod and sprinkling  
10 system in the park/detention basin. The grass was placed on the 25<sup>th</sup> of July and is not yet  
11 established. The sprinklers were to be tested on July 27. This was identified as the last phase  
12 adjacent to Porter Rockwell Boulevard heading north between the mink farm.

13  
14 Mr. Fazio recommended that the conditional preliminary acceptance of Bluffdale Heights Phase 4  
15 be granted and the warranty period begin once he has determined that the sprinkling system is  
16 fully operational and the grass is established.

17  
18 **Ty Nielsen moved to approve the acceptance of Bluffdale Heights Phase 4 and begin the**  
19 **warranty period and give City Engineer, Michael Fazio, the authority to grant**  
20 **administrative approval due to the fact that the Council will not meet for one month. Justin**  
21 **Westwood seconded the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin**  
22 **Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.**

23  
24 **8. Mayor's Report.**

25  
26 Mayor Timothy reported that he met with UDOT on the jurisdictional transfer between Porter  
27 Rockwell Boulevard and 14400 South. He stated that it is no different than what has been  
28 discussed in that it ensures that they are adhering to the agreement. Segment 5 of Porter Rockwell  
29 Boulevard is being designed this year and will be built next year. A determination was being  
30 made as to who is responsible for the local match. There was also discussion of the light at 13970  
31 South for the Gateway property.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 Mayor Timothy stated that there was miscommunication between the developer, Smith's, and  
2 UDOT. The Mayor agreed to talk to UDOT and help clear things up. He saw no reason for  
3 Smith's to claim that the light is holding them up because it is not. It was noted that it is approved  
4 and funded. They have agreed to use the current traffic study for the justification rather than build  
5 the road, allow Smith's to open, conduct the traffic study, and then put the light in. They have  
6 also agreed that they will not have to widen the west side of the road and let future development  
7 do it. The Mayor's complaint was that if the City widens the road, they have to purchase the right-  
8 of-way and put in the improvements when development will do both. UDOT understands that and  
9 agreed to not require it. They also agreed to not require the possible future widening easement  
10 into the Gateway property.

11  
12 The Mayor credited Lisa Wilson with UDOT for identifying all of the problems, getting the  
13 answers, and reporting back to the City. James Wingate referred to the traffic signal and  
14 roundabout at 14600 South near the trestle and asked if they will be bid together or separately.  
15 Mayor Timothy stated that that will be up to the Council. Mr. Reid stated that the roundabout has  
16 been designed and will be built with Noell Nelson Drive. The traffic signal is part of the  
17 exchange. Mayor Timothy stated that there is a timeline for Noell Nelson Drive. The intent is for  
18 it to be paved this year.

19  
20 Mayor Timothy stated that for the Parade there are openings on his train for children who would  
21 like to ride. James Wingate asked that his five-year old twins be allowed to ride. The Mayor  
22 stated that someone would need to walk with them.

23  
24 The Mayor commented on the Jordan School District bond and stated that a meeting was set up by  
25 the Jordan School District to discuss the issues. They are now asking the Mayor if he is willing to  
26 support the bond. The Mayor stated that it is for \$245 million and his preference was for it to be  
27 closer to \$200 million. He felt that the district's schools are still overpriced and action could be  
28 taken to reduce the cost. He was conflicted but stated that he will likely support the bond. He  
29 stated that the district provided him with a great deal of information and reduced the price.

30

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 Mayor Timothy reported that on August 11 there will be a corridor preservation matter that will be  
2 addressed in more detail at the next meeting.

3  
4 At a recent Meet the Mayor Meeting, Mayor Timothy stated that 13 people came in to discuss  
5 4000 West due to the recent tragedy that occurred there. He noted that there was no speeding or  
6 reckless driving involved, however, it was an emotional subject. The Mayor agreed for the City to  
7 do a few things that are positive such as add a stop sign where one was washed out and not  
8 replaced. He also agreed to post a “dead end” sign on 4000 West after the first road. He agreed to  
9 speed limit signs and noted that there is only one going in and none coming out. The one that  
10 exists is behind a tree. Tubes have also been placed to profile the road. The Mayor informed the  
11 public that the City cannot have a police officer there as often as they would like because there are  
12 so many roads to patrol. They can, however, profile the roads so that they know the prime time  
13 when speeding occurs.

14  
15 Traffic calming issues were discussed. Mayor Timothy explained that traffic bumps do not  
16 resolve speeding problems and actually create them. He was convinced that in the end traffic  
17 enforcement will be the key to controlling speeds. He stated that Sergeant Taylor does not have  
18 the manpower to patrol effectively. It is difficult for him to justify having an officer who could be  
19 doing other things than sitting on a road waiting for speeders. That, however, is considered to be  
20 preventing safety problems, which is the main reason for having an officer. He suggested officers  
21 be added, which will depend on the City’s Finance Director to determine when it is financially  
22 feasible.

23  
24 Mayor Timothy stated that a resident who lives on Valley Crest has continually had water  
25 problems in their front yard as a result of water that runs down Valley Crest, across the road, over  
26 the property owner’s curb and gutter, and floods their property. Mr. Reid stated that funds have  
27 been budgeted to address the problem.

28  
29 The Mayor reported that Smith’s has not yet closed on the property primarily due to engineering  
30 issues. They are still hesitant about the light but recent developments should resolve their  
31 concerns. He stated that until the ground is purchased, he is not certain Smith’s will locate there.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 The project has gone out to bid and will expire, which Smith's will not want to happen. One of  
2 the things that is holding them up is that they have been working on a timeline. Mr. Reid stated  
3 that there has been no indication that they are not moving forward with the August 15 date.  
4 Mayor Timothy agreed and stated that they are still putting a lot of time and effort in to not  
5 continue forward. He considered getting the bids to be a significant commitment.

6  
7 **9. City Manager's Report and Discussion.**  
8

9 Mr. Reid reported that the Rodeo is scheduled for this weekend and tickets issued to the Council  
10 Members are good for Friday or Saturday. The Rodeo begins at 7:00 p.m. but it was  
11 recommended that the Council Members arrive 10 to 15 minutes early in order to be recognized as  
12 part of the Opening Ceremony.

13  
14 Mr. Reid informed the Council Members that the next City Council Meeting is scheduled for  
15 August 24 with only one meeting in August.

16  
17 It was reported that Noell Nelson Drive is underway and the agreements are in place and ready for  
18 approval. Work had begun on the irrigation system.

19  
20 Mr. Reid stated that for Old West Days, the Council was provided with a booklet outlining all of  
21 the festivities. The parade begins at 9:00 a.m. on Saturday. An 18-foot trailer is available with a  
22 small guardrail around the outside. Bales of hay will be placed on the trailer for riders to sit on.  
23 The hope was that the Council Members and their families can be accommodated.

24  
25 Mr. Reid stated that Old West Days includes the Monster Truck show, which will take place on  
26 Friday, August 12. Tickets would be provided to Council Members interested in attending.

27  
28 The Council was next updated on road projects that are underway in the City. They included  
29 Porter Rockwell Boulevard Phase 3, which is out to bid and under construction. Grading was  
30 currently underway. A check was sent to Rocky Mountain Power for the removal of the poles and  
31 they were working with Questar to lower the gas line.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 Mr. Reid reported that the City signed an agreement with Horrocks Engineering to begin the  
2 design of Phase 5 of Porter Rockwell Boulevard. It had been approved and was underway.  
3 Horrocks Engineering was awarded the winning bid by UDOT. It was reported that the bridge  
4 over the canal is being constructed by someone recommended by James Wingate.

5  
6 Mr. Reid informed the Council that City Attorney, Vaughn Pickell, is on vacation with his family  
7 until August 15. Assistant City Attorney, Brittany Skinner, was filling in in his absence.

8  
9 Mr. Reid reported that City Hall was delayed for over one month for the steel. The cross beams  
10 are now in place for the flooring on the first floor. They have started to join the beams together in  
11 anticipation of pouring the second floor. The pouring of the first floor was expected to occur by  
12 the end of September.

13  
14 Mr. Reid stated that every year the City hosts a golf tournament. This year it is in Calvin's Cove  
15 in Saratoga Springs on August 27. The price is \$70 per person for 18 holes.

16  
17 The Park-to-Park Project was mentioned. Mr. Reid explained that a trail is being built between  
18 the Rodeo grounds and 700 West to connect the trail between the City Park and the County Park.  
19 August 15 was the expected completion date.

20  
21 It was reported that the four additional ADA ramps in Independence are being designed with no  
22 completion date.

23  
24 Mr. Reid invited the Council Members to participate in the Parade, Old West Days, and the  
25 Rodeo. He expressed appreciation to the Council for their support. It was requested that  
26 magnetized signs be provided for Ty Nielsen's tractor and the Mayor's trailer.

27  
28 James Wingate expressed thanks to Public Works Operations Manager, Blain Dietrich, on behalf  
29 of Blue Stakes for his assistance with a recent connection that saved the City a lot of money.

30

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 **PLANNING SESSION**  
2

3 In response to a question raised by Boyd Preece, Mr. Reid stated that the Water Rate Study is  
4 underway and expected to be completed around the first week in September.

5  
6 10. **WORK SESSION – Regarding the Concept Plan for Day Ranch, Presenter, Dave**  
7 **Tolman, 1300 West 14600 South.**  
8

9 Mr. McCutchan reviewed the concept plan for Day Ranch. He stated that it is a complicated  
10 project due to location and the fact that there are three different property owners. The project is  
11 just over 123 acres in size and was identified on a map displayed. The site sits 20 to 30 feet lower  
12 than the land around it and is surrounded on the east, northeast, and south by the canal and on the  
13 west by the rail line. It was noted that the canal is not part of the Day Ranch property and is  
14 owned by the canal company. The crossing of the rail line is very important in terms of 1300  
15 West.

16  
17 Mr. McCutchan identified the property boundaries and stated that there are a variety of land uses  
18 on the original plan. The single-family detached lots that were originally designed at  
19 Independence are 35' x 7', which means they are unbuildable lots. They looked at different  
20 configurations and redid the MU Zone.

21  
22 Mr. Tolman reported that there are four different property owners. To reach an agreement takes a  
23 lot of cooperation between the various parties. Everyone came at a different time and has their  
24 own concept of where they are going. What is proposed takes the existing land plan and attempts  
25 to make it work with the different property owners. They met with the different owners and had to  
26 agree to the different uses of the property. A four-party agreement will be entered into that will  
27 allow the school district to be located in the area. Changes and trades were proposed that would  
28 result in all residential development on the north end of the property.

29  
30 Mr. Tolman stated that one of the biggest challenges was working with the school district and  
31 trying to figure out what can and cannot be done. They were given parameters that seemed to  
32 change consistently. A traffic study was conducted that looked at different alternatives and it was  
33 determined where the secondary access would be located. Funding issues were discussed along

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 with road construction costs. It was noted that the proposed roads would connect to Porter  
2 Rockwell Boulevard. The topography of the site was described.

3  
4 Mr. Reid observed that in Independence there are several parks with a lot of amenities but not  
5 many adult-sized sports fields. Mr. Tolman commented that one of the advantages of the  
6 elementary school is the parking that will be available. The school district would give the  
7 developer approximately \$650,000 to construct the road, which will then be dedicated to the City.  
8 The additional funds would be used to offset costs. He considered it to be a win-win situation for  
9 the City from a parks standpoint and to put in the road.

10  
11 Mr. Reid recommended the City pay the cost of the culvert with EDA funds to provide jobs. He  
12 noted that the elementary school alone produced 118 jobs. He thought that the utilization of EDA  
13 funds would help generate jobs and be an appropriate use to cover the cost of the culvert, which  
14 was estimated at \$350,000. He pointed out that the culvert going north on Noell Nelson Drive was  
15 also funded through the EDA but the culvert between Westgate and this property was not.  
16 Because the need is great for the school, the jobs it generates, and the community use was believed  
17 to be a good use of EDA money.

18  
19 Mr. Tolman calculated the percentage of parks that are necessary for the acreage, which was  
20 determined to be just over six acres. From a sizing standpoint it would be 3 ½ acres in addition to  
21 the trail system that runs all the way up and connects into the trail coming out of Westgate. They  
22 have also added an additional 12 ½ feet on each side for beautification. The possibility of an  
23 access point was also discussed where the trail could be utilized to connect to the Jordan Trail  
24 System. It would also serve as a regional detention basin and is bored underneath the railroad  
25 tracks. The improvements are currently underway and the costs were figured into the costs  
26 presented. It was noted that the proposed storm drain location is the closest to drain into the  
27 Jordan River.

28  
29 Mr. Tolman explained that on the original IBI plan it was shown as a regional detention basin  
30 where water would be stored and moved across. They designed it and spoke with the power

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

1 company about extending it beneath their easement, which they agreed to. In the end, the  
2 proposed location worked better due in part to its proximity to the Jordan River.

3  
4 Mr. Tolman commented that a new parking ordinance was recently adopted. They looked at  
5 parking there and added more parking stalls than required by the ordinance. They proposed that  
6 there be no parking on any street. It was noted that homes will be backed up with none fronting  
7 the collector or driveways coming off of it. Trex fencing will run the length of the development.  
8 It was confirmed that both parks will provide detention.

9  
10 Mr. Reid commented on the gate from the school site and stated that the City owns 18 acres on the  
11 other side of the tracks. A gate could provide an access to the Jordan Parkway Trail. The northern  
12 trail portion would have to go up and over the tracks. It would definitely be gated from the school  
13 side so that children could access the tracks. Staff requested that it remain open because if it goes  
14 away they will never get it back. Site topography issues were discussed.

15  
16 Mr. Reid commented on the proposed school site. It was noted that school properties are smaller  
17 than they used to be but the same sized schools are put on them. An elementary school used to be  
18 on 12 acres and is now on a 10-acre site. A middle school used to be on 26 acres and is now on a  
19 24-acre site. As a result, the buildings feel very large for the sites they are on. Mr. Reid  
20 commented that the school district requested that the school be as far from the tracks as possible.

21  
22 With regard to the timeline, Mr. Tolman stated that the elementary school is on the district's five-  
23 year plan. The road has to be completed for them by 2017 in order for construction to begin in  
24 2018. The plan is to open the school in 2019. It was noted that that will depend on whether the  
25 bond passes.

26  
27 Bruce Kartchner informed the Council that if this is something they want to do, they should let  
28 staff know because it will require that they hold some of the impact fees in certain areas in reserve  
29 to be sure they are cash flowing it and able to accommodate it. Mr. Reid stated that they may also  
30 need to make a bond from the EDA fund to front a portion of the road project.

31

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

- 1 **11. Closed Meeting Pursuant to Utah Code §52-4-205(1) to Discuss the Character,**  
2 **Professional Competence, or Health of an Individual, Collective Bargaining, Pending**  
3 **or Imminent Litigation, Strategies to Discuss Real Property Acquisition, Including**  
4 **Any Form of a Water Right or Water Shares, Security Issues, or any Alleged**  
5 **Criminal Misconduct.**  
6

7 **Ty Nielsen moved to go into closed session pursuant to Utah Code §52-4-205(1) to discuss the**  
8 **character, professional competence, or health of an individual, collective bargaining,**  
9 **pending or imminent litigation, strategies to discuss real property acquisition, including any**  
10 **form of a water right or water shares, security issues, or any alleged criminal misconduct.**

11 **James Wingate seconded the motion. The motion passed with the unanimous consent of the**  
12 **Council.**

13  
14 The Council was in closed session from 9:10 p.m. to 9:25 p.m.  
15

- 16 **12. Consideration and Vote on a Resolution of the Bluffdale City Council Authorizing the**  
17 **Execution of a Settlement Agreement with Newman Construction, Staff Presenter,**  
18 **Brittany Skinner.**  
19

20 Assistant City Attorney, Brittany Skinner, highlighted the proposed Settlement Agreement signed  
21 by William Jeff Newman and Newman Construction, Inc. to acquire part of the roadway for the  
22 City to construct Noell Nelson Drive and to acquire the needed property. William Jeff Newman  
23 and Newman Construction, Inc. will sell to the City three fee simple parcels needed along Noell  
24 Nelson Drive. The City will provide compensation of \$100,000 for them. The slope easement  
25 will become a permanent easement. A temporary construction easement will allow 10 feet for the  
26 right-of-way for the road construction, which will terminate upon completion of the road. The  
27 City will dismiss eminent domain litigation. Newman Construction will not get reimbursement of  
28 any of their claims to the City.

29  
30 **Ty Nielsen moved to approve a resolution of the Bluffdale City Council authorizing the**  
31 **execution of a Settlement Agreement with Newman Construction. Alan Jackson seconded**  
32 **the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye,**  
33 **James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.**  
34

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
MEETING MINUTES  
Wednesday, July 27, 2016**

- 1   **13.   Adjournment.**
- 2
- 3   The City Council Meeting adjourned at 9:28 p.m.
- 4
- 5
- 6
- 7   \_\_\_\_\_
- 8   Wendy L. Deppe, CMC
- 9   City Recorder:
- 10
- 11   Approved: \_\_\_\_\_

**DRAFT - FOR DISCUSSION PURPOSES ONLY**

**BLUFFDALE CITY COUNCIL  
CLOSED MEETING MINUTES  
Wednesday, July 27, 2016**

1 **Present:** Mayor Derk Timothy  
2 Alan Jackson  
3 Ty Nielsen  
4 Boyd Preece  
5 Justin Westwood  
6 James Wingate  
7

8 **Staff:** Mark Reid, City Manager  
9 Brittany Skinner, Assistant City Attorney  
10 Grant Crowell, City Planner/Economic Development Director  
11 Michael Fazio, City Engineer  
12 Bruce Kartchner, Finance Director  
13 Blain Dietrich, Public Works Operations Manager  
14 Wendy Deppe, City Recorder  
15

16 At approximately 9:10 p.m. Mayor Derk Timothy called the meeting to order.  
17

18 **Motion:** Ty Nielsen moved to go into closed session pursuant to Utah Code §52-4-205(1) to  
19 discuss the character, professional competence, or health of an individual, collective bargaining,  
20 pending or imminent litigation, strategies to discuss real property acquisition, including any form  
21 of a water right or water shares, security issues, or any alleged criminal misconduct.  
22

23 **Second:** James Wingate seconded the motion.  
24

25 **Vote on Motion:** The motion passed with the unanimous consent of the Council.  
26

27 The Council discussed closed session items.  
28

29 The City Council returned to the City Council chambers to resume the open portion of the meeting  
30 at 9:25 p.m.  
31  
32  
33  
34

35 \_\_\_\_\_  
36 Wendy L. Deppe, CMC  
37 City Recorder

38 Approved: \_\_\_\_\_



## **Memo**

**Date:** August 15, 2016

**From:** Michael Fazio 

**To:** Mark Reid, City Manager  
Mayor Timothy  
City Council

**CC:**

**RE:** Marketplace – Aclaime at Independence Park

---

City Engineering/Public Works has inspected Marketplace – Aclaime at Independence Park improvements and verified they meet the City specifications and requirements (see attached memo from Leonard Hight.)

I recommend preliminary acceptance of the inspected completed work and beginning the warranty period effective August 25, 2016.



## ***Memo***

**Date:** August 11, 2016

**From:** Leonard Hight 

**To:** Michael Fazio

**RE:** Market Place at Aclaime Park

---

Michael, I have verified the punch list given November 12, 2015 is complete.

Inspections occurred through the building phase and observations made throughout the project.

I recommend that approval be given for warranty to begin.



## **Memo**

**Date:** August 9, 2016

**From:** Michael Fazio 

**To:** Mark Reid, City Manager  
Mayor Timothy  
City Council

**CC:**

**RE:** Spring View Farms Pressurized Irrigation Pumping Station

---

City Engineering/Public Works has inspected the Springview Farms pressurized irrigation pumping station installation and verified it is functioning properly and meets the City specifications and requirements (see attached memo from Leonard Hight.)

I recommend preliminary acceptance of the inspected completed work and beginning the warranty period effective August 25<sup>th</sup>, 2016.

A warranty bond is being retained for the entire warranty period.



## *Memo*

**Date:** August 8, 2016

**From:** Leonard Hight 

**To:** Michael Fazio

**RE:** Springview Farms Pressurized Irrigation Pumping system.

---

Michael I have observed the installation of the pump station. It is functioning properly and supplying water to the development.

I see no reason the system can't be accepted and the bond released.



## ***Memo***

**Date:** August 16, 2016

**From:** Michael Fazio 

**To:** Mark Reid, City Manager  
Mayor Timothy  
City Council

**CC:**

**RE:** Beacon Hill Apartments – Curb and Sidewalk Final Acceptance

---

City Engineering/Public Works, after a three year warranty period, has inspected the curb and sidewalk improvements at the Beacon Hill Apartments and verified the performance. All needed end of warranty issues have been resolved and the developer has corrected any and all defects found (see attached memo from Leonard Hight.)

I recommend accepting the inspected completed work, ending the warranty period, and request release of the Warranty Bond of \$37,361 (minus any related costs).



## ***Memo***

**Date:** August 16, 2016

**From:** Leonard Hight 

**To:** Michael Fazio

**RE:** Release of the 3 year warranty of curb and sidewalk with Beacon Hill Apartments

---

Michael, I have inspected the curb and sidewalk that was originally rejected and placed under a 3 year warranty. I have found no defects or movement of curb or sidewalk. I recommend that we accept both curb and sidewalk and release the bond being held.

## **Memo**

**Date:** 18 August 2016

**From:** Michael Fazio, P.E.



**To:** Mark Reid, City Manager

Mayor Timothy

City Council

**CC:**

**RE:** Storm Water Management Plan

---

The City is required, as an owner of a separate storm sewer, to have a management plan (SWMP). This is a requirement of the Utah Pollutant Discharge Elimination System Permit for the City.

The SWMP is a set of goals regarding the following fields:

- Public Outreach and Education
- Public Involvement and Participation Program
- Illicit Discharge Detection and Elimination Program
- Construction Site Storm Water Runoff Control Program
- Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)
- Pollution Prevention and Good Housekeeping for Municipal Operations

This plan is an update of the old plan. SWMP should be updated at least every five years and submitted to the State Division of Water Quality.

This plan will be used regularly and referred to for all activities related to storm water. The plan will also be updated regularly.

The SWMP was reviewed by the DRC staff. I recommend that the plan be approved and adopted by the City as the official SWMP.

## City of Bluffdale

### Storm Water Management Plan

#### Requirements from UPDES permit, section 4.0

- 90 days after Permit is granted for compliance
- Plan requires
  - o Track number of system inspections
  - o Record official actions taken
  - o Record of public education activities and types
- Conduct annual analysis of capital and operation needed, allocated and spent to meet permit requirements
- Provide an annual report to UDEQ
- Provide information on BMP requirements
- Measurable goals, including month and year of when they will be implemented
- Indicate people responsible for the implementation

#### Six Minimum Control Measures

1. Public Education and Outreach on Storm Water Impacts
  - a. Document information given to:
    - i. General public
    - ii. Businesses
    - iii. Engineers, Consultants, Contractors, developers, development review staff
  - b. Document training given to (to learn about Low Impact Development):
    - i. Engineers
    - ii. Developers
2. Public Involvement/Participation
  - a. Advisory panels, public hearings, watershed committees
  - b. Make SWMP available for public review and comment for 120 days after implementation
3. Illicit Discharge Detection and Elimination
  - a. Develop, implement and enforce IDDE program
  - b. Maintain current storm water map
  - c. Prohibit through ordinance non-storm water discharges to MS4
  - d. Develop, implement and prepare a plan to detect and address non-storm-water discharges to MS4
  - e. Develop and implement written systematic procedures for the following priority areas likely to have illicit discharges:
    - i. Areas with older infrastructure likely to have illicit connections

- ii. Industrial, commercial or mixed use areas
  - iii. Area with history of past illicit discharges
  - iv. Area with history of illegal dumping
  - v. Areas with on-site sewage disposal system
  - vi. Areas with older sewer lines and history of sewer overflows
  - vii. Areas upstream of sensitive water bodies
- f. Field assessment activities verifying outfall locations and detecting illicit discharges
  - g. Routine dry weather screening of outfalls
  - h. Develop, implement standard operating procedures for tracing illicit discharges
  - i. Develop standard operating procedures for determining danger of illicit discharges. The procedure must include detailed instruction on how to contain illicit discharges

**CITY OF BLUFFDALE**

**STORM WATER MANAGEMENT PLAN**

**AUGUST 2016 to MARCH 2021**

**Submitted to:**

**State of Utah  
Department of Environmental Quality  
Division of Water Quality**

**Submitted by:**

**City of Bluffdale Public Works Department - Storm Water Utility Division  
14175 South Redwood Road Bluffdale, UT 84065**

**Updated:**

**August 18, 2016**

## DEFINITIONS

Whenever any words or phrases used in this document are not defined herein, but are defined in related documents such as the Utah Code or in the City of Bluffdale Storm Water Ordinance, such definitions are incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention.

Unless a contrary intention clearly appears, words used in the present tense include the future, the singular includes the plural, the term “shall” is always mandatory, and the term “may” is permissive. The following terms are used in this document shall have the respective meaning hereinafter set forth.

1. AA – Applications Administrator - GIS and systems monitor within the Public Works.
2. Asst OM – Public Works Assistant Operations Manager for the City of Bluffdale.
3. BMP – means Best Management Practices.
4. “C&B” Committee – The Clean & Beautiful Committee helps with cleanup and beautification awards for City of Bluffdale.
5. City – when spelled with a capital “C” means City of Bluffdale.
6. City Council – means the Bluffdale City Council.
7. City Engineer – City Engineer of the City of Bluffdale.
8. City Manager – means the Chief Executive Officer of the City of Bluffdale.
9. Division – means the Engineering Division, Storm Water Division, Fleet Division, Sanitation Division or Streets Division of the Public Works Department of the City.
10. ENG – Engineering Division - Public Works Department.
11. ET II – Engineering Tech II - Public Works Department.
12. Fleet Manager – Fleet Manager for the City of Bluffdale.
13. Illicit Discharge – any discharge to the City’s separate storm sewer system that is not composed entirely of storm water, except for discharges allowed under the city ordinance.
14. MEP – means the Maximum Extent Practicable.
15. OM – means Operations Manager for the Public Works Department.
16. Owner – means the owner, developer or any other person who alters, improves, constructs upon, or in any other way impacts any real property in City of Bluffdale.
17. PEC – Public Education Coordinator.
18. Permits Officer – Public Works Department of City of Bluffdale.
19. PHF – Pesticides, Herbicides, and Fertilizers.

20. PWM – Public Works Manager of City of Bluffdale.
21. PWIS – Public Works Information Specialist.
22. Retention – means temporary or permanent accumulation of excess waters and/or other storm waters, and shall include the total or partial accumulation of such waters. In the case of partial retention, the retention facilities shall include carriage of the portion not retained to an intermediate or major drainage system facility, trunk line, natural tributary or final destination.
23. SLCOED – Salt Lake County Engineering Division.
24. SLCOHD – Salt Lake County Health Department.
25. Storm Water – means a storm or flood flow of the magnitude which is expected to occur on the average of a 10-year frequency or has a 10 percent chance of being equaled or exceeded during any one year. “Storm Water” is the water that is produced from rainstorms or melting snow. When storm water flows over urban areas, it contracts nutrients, toxic substances and pollution. These pollutants are carried by storm water into the storm drains and piped to the nearest stream or river.
26. SWMP – means Storm Water Management Plan for the City of Bluffdale.
27. SWPPP – means Storm Water Pollution Prevention Plan(s).
28. UPDES – Utah Pollutant Discharge Elimination System.

Any interpretation of any definition or the manner of application of the provisions to specific individual developments, subdivisions or any project affected by the Ordinance, shall be left to the discretion and interpretation of Public Works Department of the City. Said Department’s interpretation shall be binding upon all parties involved.

**CITY OF BLUFFDALE  
PUBLIC WORKS DEPARTMENT - STORM WATER  
UTILITY DIVISION STORM WATER MANAGEMENT PLAN**

**PURPOSE**

The Storm Water Management Plan (SWMP) will be implemented to limit, to the maximum extent practicable (MEP), the discharge of pollutants from the City of Bluffdale storm drain system. The development and implementation of the SWMP is to fulfill requirements under the State of Utah UPDES Permit No. UTS000001 Authorization to discharge Municipal Storm Water, Section II, in accordance with Section 402(p)(3)(B) of the Federal Clean Water Act, and the State of Utah Storm Water Regulations (UAC R317-8-3.9).

**SWMP COORDINATION**

Agency: City of Bluffdale, Public Works Department - Storm Water Utility Division

Contact: Michael Fazio, P.E., City Engineer      Phone: (801) 858-0490  
Blain Dietrich, Public Works Manager      Phone: (801) 254-2200

**SWMP REVIEW AND MODIFICATION**

The SWMP is written in accordance with the terms of UPDES Permit No. UTS000001 issued on September 5, 2013. In general, this SWMP includes the BMPs as outlined herein. The SWMP will be reviewed on an annual basis, (Bluffdale City's Fiscal Year is July 1 to June 30), and any changes or modifications will be described and submitted to the State Division of Water Quality in the yearly Annual Report. The SWMP is intended to have BMPs added and deleted as new management practices arise and other management practices are found to be ineffective.

Each of the six chapters that follow outlines the requirements of the UPDES permit. An accompanying table details the goals put forth by the City to meet those requirements. Each table indicates a specific, measureable goal, the date (or range of dates) by which the goal should be completed, an assessment of progress toward that goal, and the department or individual to whom the goal is assigned. Once the goal is completed, the completion date should be entered into the "Completed" box.

## **STAFFING AND RESOURCE ALLOCATIONS**

Implementation of the SWMP is funded by the City through the Storm Water Utility, Road Maintenance Fund, and General Fund.

Much of the implementation of the SWMP is performed by the various divisions within the Engineering/Public Works Department. These divisions include Administration, Operations, Fleet, and Facilities this funding represents the equivalent of 2 full-time employees.

Through a memorandum of understanding between the City and Salt Lake County, the City funds a portion of the Salt Lake County Storm Water Coalition ' s expenses. The coalition allows the City to be a co-permittee for the UPDES permit and receive educational supplies and community informational materials as part of the PR campaign. The Salt Lake Valley Health Department responds to complaints regarding spills and illegal discharges within the City of Bluffdale and follows up on the complaints with tracking and enforcement as needed by the City.

## **PROGRAM SUMMARY**

The SWMP has been developed to meet the terms of the UPDES permit and consists of six minimum control measures for storm water discharges, as well as meeting the special storm water needs within the City. Implementation of these control measures is expected to reduce pollutants discharged into receiving water bodies. These control measures are addressed in separate chapters.

Each control measure contains Best Management Practices (BMPs) necessary for proper storm water management. The BMPs contain specific tasks to meeting the objective of that control measure. This SWMP should be updated with BMPs added and deleted as new management practices arise and other management practices are found to be ineffective. Schedules for implementing the BMPs are provided for each minimum control measure.

# CHAPTER ONE

## PUBLIC EDUCATION AND OUTREACH PROGRAM

The purpose of the Public Education and Outreach program of the SWMP is to increase public and professional awareness of water quality concerns and protection measures.

This program “promotes behavioral change by the public to reduce water quality impacts” through following education and outreach activities.

Below are the requirements identified in UPDES Permit No. UTS000001 pertaining to public education and outreach. Goals for achieving the requirements are detailed in the table that follows the requirement specification.

Permit Requirement 4.2.1.1: Target specific pollutants and pollutant sources determined by the City to be impacting, or have the potential to impact, the beneficial uses of receiving water.

<b>Goal</b>	<b>Identify potential pollutants and pollution sources in the City.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Publish a table listing all potential pollutants/pollution sources in the City.	ENG	

Permit Requirement 4.2.1.2: Provide and document information given to the general public of the City’s prohibitions against and the water quality impacts associated with illicit discharges and improper disposal of waste.

<b>Goal</b>	<b>Select information to provide to the public that covers illicit discharges that are more likely occurring in the City.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Have a topic selected  Have compiled information about the topic that will be provided or presented to the Public.	ENG	

Permit Requirement 4.2.1.3: Provide and document information given to businesses and institutions of the City’s prohibition against and the water quality impacts associated with illicit discharges and improper disposal of waste.

<b>Goal</b>	<b>Select information to provide to businesses that covers illicit discharges that are more likely occurring in the City from businesses and document when they were given to the businesses.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Have a topic selected  Have compiled information about the topic that will be provided or presented to the businesses.	ENG	

Permit Requirement 4.2.1.4: Provide and document information given to engineers, construction contractors, developers, development review staff, and land use planners concerning the development of storm water pollution prevention plans (SWPPPs) and BMPs for reducing adverse impacts from storm water runoff from development sites. This education can also be a part of the Construction Site Storm Water Runoff minimum control measure detailed in Part 4.2.4.

<b>Goal</b>	<b>Provide information to people doing development through land disturbance permit.</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Use Land Disturbance Permit for all permitted disturbances, according to ordinance  Provide the latest information	Document all that have applied.	PWD, ENG	

Permit Requirement 4.2.1.5: Provide and document annually, at a minimum, the training given to City employees concerning the City prohibition against and the water quality impacts associated with illicit discharges and improper disposal of waste.

<b>Goal</b>	<b>Provide annual training to employees regarding the prohibition of illicit discharges.</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Have one training per year	Document attendance	PWD, ENG	

Permit Requirement 4.2.1.6: Provide and document information and training given to MS4 engineers, development and plan review staff, land use planners, and other parties as applicable to learn about Low Impact Development (LID) practices, green infrastructure practices, and to communicate the specific requirements for post-construction control and the associated Best Management Practices (BMPs) chosen within the SWMP.

<b>Goal</b>	<b>Train engineers, plan review staff, land use planners, and others about LID, green infrastructure and post-construction BMPs.</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Provide one internal training about LID, Green Infrastructure, and post-construction BMPs.	Document attendance	ENG	

Permit Requirement 4.2.1.7: An effective program shall show evidence of focused messages and audiences as well as demonstration that the defined goal of the program has been achieved. The City shall define the specific messages for each audience. The City shall identify methods that will be used to evaluate the effectiveness of the educational messages and the overall education program.

<b>Goal</b>	<b>Select a specific message for the audiences listed in 4.2.1</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>October 2016</b>	Prepare a definite message for each audience outlining the program goals  Identify methods to reach audiences.		PWD, ENG	

Permit Requirement 4.2.1.8: The City shall include written documentation or rationale as to why particular BMPs were chosen for its public education and outreach program.

<b>Goal</b>	<b>Create written documentation or rationale as to why particular BMPs were chosen for the public education and outreach program focus.</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>October 2016</b>	Publish written rational for selecting BMPs to be included in the Storm Water Master Plan and Management.		PWD, ENG	

## CHAPTER TWO

### PUBLIC INVOLVEMENT/PARTICIPATION PROGRAM

The Public Involvement/Participation Program section of the SWMP allows the public and stakeholders to provide input to the SWMP.

Below are the requirements identified in UPDES Permit No. UTS000001 pertaining to public involvement and participation. Goals for achieving the requirements are detailed in the table that follows the requirement specification.

Permit Requirement 4.2.2.1: Allow public input during development, implementation and updating of the SWMP and related ordinances.

Goal	Get Public input on SWMP		
Year	Measure	Assigned to	Completed
2016	Publish Storm Water Management Plan on the City website Show the plan at the City Old West Days Provide an online comment form	PWD, ENG	

Permit Requirement 4.2.2.2: Make revised SWMP available to the public within 120 days from the effective date of the permit.

Goal	Have a copy of the SWMP at the public works building for review. Later in the year, add the document to the City website. In the City newsletter, provide a link for residents to view the plan.		
Year	Measure	Assigned to	Completed
2016	Place copy of the SWMP in City public places for review	PWD, ENG	

Permit Requirement 4.2.2.3: A current version of the SWMP will be available to the public.

Goal	Maintain a current copy of the SWMP document to the City website.		
Year	Measure	Assigned to	Completed
2016 – 2021	Have one current copy of the SWMP on the City website	PWD, ENG	

Permit Requirement 4.2.2.4: Comply with State and Local public notice requirements when implementing the public involvement/participation program.

<b>Goal</b>	<b>Review State and Local public notice requirements each time the public involvement program is modified, follow policy.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Designated person will do the review and ensure policy is followed.	PWD	

## CHAPTER THREE

### ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

The Illicit Discharge Detection and Elimination (IDDE) program is to systematically find and eliminate sources of non-storm water discharges. The program is also defines procedures to prevent illicit connections and discharges.

Below are the requirements identified in UPDES Permit No. UTS000001 pertaining to the IDDE program. Goals for achieving the requirements are detailed in the table that follows the requirement specification.

Permit Requirement 4.2.3.1: Maintain a current storm water map with outfalls and State receiving waters.

<b>Goal</b>	<b>Ensure the storm water master plan map is current with storm drain pipe and outfalls.</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Ensure all new development storm drain systems are As-Builted and added to map.	Evaluate Yearly	Staff Engineer	

Permit Requirement 4.2.3.2: Prohibit non-storm water discharges including spills, illicit connections, illegal dumping and any sewer connections.

<b>Goal</b>	<b>Enforce Storm Water Discharge Ordinance</b>			
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>		<b>Completed</b>
<b>February 2017</b>	Maintain log of incidents Review City Code, Evaluate Enforcement Options	Code Enforcement, Staff Engineer		

Permit Requirement 4.2.3.3: Develop, implement and prepare a written plan to detect and address non-storm water discharges.

<b>Goal</b>	<b>Create and the plan as outlined in the subsections of 4.2.3.3</b>			
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>	
<b>2016</b>	Complete plan on how to detect and address non-storm water discharge	ENG		

Permit Requirement 4.2.3.3.1: Develop and implement systematic procedures for locating and listing areas likely to have illicit discharges. Document basis for selecting priority areas. Update a list of priority areas annually.

<b>Goal</b>	<b>Identify and list priority illicit discharge areas.</b>			
<b>Year</b>	<b>Measure</b>	<b>Assessment</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016</b>	Create list of priority illicit discharge areas	Identify and map locations of possible illicit discharges	Consultant Engineer	
<b>2017 – 2021</b>	Update the priority list.			

Permit Requirement 4.2.3.3.2: Perform field assessment activities to verify outfall locations and identify illicit discharges.

<b>Goal</b>	<b>Field-assess 20% of the priority list each year and document.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Prepare report for assessed areas yearly by June	PWD, ENG	

Permit Requirement 4.2.3.4: Develop and implement a procedure to trace illicit discharges such as visual and chemical methods.

<b>Goal</b>	<b>Develop and implement procedure to trace illicit discharges.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>February 2017</b>	Create procedures to be implemented Follow procedures	Staff Engineer	

Permit Requirement 4.2.3.5: Develop procedures for characterizing the nature of and threat of identified or reported illicit discharges. Procedure shall include detailed instructions for evaluating how the discharge shall be immediately contained.

<b>Goal</b>	<b>Develop procedures for documenting how to handle illicit discharges.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Publish procedure	Staff Engineer	

Permit Requirement 4.2.3.5.1: Develop an inspection report form for documenting information about an illicit discharge.

<b>Goal</b>	<b>Develop illicit discharge inspection report.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>March 2017</b>	Publish Inspection Form	Administrative Staff	
<b>2016 – 2021</b>	Identify, investigate and record all reported illicit discharges.	Staff Engineer	

Permit Requirement 4.2.3.6: Develop and implement procedures for ceasing an illicit discharge. This includes proper notifications, technical assistance, follow-up inspections, and appropriate legal action.

<b>Goal</b>	<b>Develop procedures for ceasing illicit discharges.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>April 2017</b>	Implement procedure	ENG	
<b>2016 – 2021</b>	Records of enforcement		

Permit Requirement 4.2.3.6.1: Maintain thorough documents of procedures followed and decisions made in each circumstance. Provide documents to Division anytime they are requested or the minimum performance requirements of 4.2.3.5 or 4.2.3.6 cannot be met.

<b>Goal</b>	<b>Maintain proper documentation and provide to Division as needed.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Document each incident	PWD, ENG	

Permit Requirement 4.2.3.7: Inform public employees, businesses, and the general public of the hazards associated with illicit discharges and improper disposal of waste.

<b>Goal</b>	<b>As part of the public education activities and the annual employee training, ensure the hazards of illicit discharges and improper disposal of waste are included in the information taught.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Develop and publish a list of illicit discharges	PWD, ENG	

Permit Requirement 4.2.3.8: Promote or provide for the collection of household hazardous waste.

<b>Goal</b>	<b>Promote the collection of household hazardous waste through notification to the public through the City newsletter of locations to dispose of wastes properly.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Record of mailings to residents informing about illicit discharges  Verify hazardous waste coupon was sent out	PWD, ENG	

Permit Requirement 4.2.3.9: Publicly list and publicize a hotline or phone number for public reporting of spills or other illicit discharges. A written record shall be kept of all calls received, all follow-up actions taken, and any feedback received from the public education efforts.

<b>Goal</b>	<b>Publish hotline in the City newsletter and on the City website. Keep written records of calls, actions, and feedback.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Publish hotline numbers in the newsletter  Call log record book	PWD, ENG	

Permit Requirement 4.2.3.9.1: Develop procedures for responding to a spill/dumping. Include an up to date response flow chart for internal use. Incorporate procedures and chart into the Illicit Discharge Detection and Elimination program.

<b>Goal</b>	<b>Develop procedures and flow chart for responding to a spill/dumping.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>May 2017</b>	Complete procedure and flow chart	PWD, ENG	
<b>2016 – 2021</b>	Include procedure in the Illicit Discharge Detection and Elimination program		

Permit Requirement 4.2.3.10: Develop and implement procedures for program evaluation and assessment. This will include maintaining a database for mapping, tracking of the number and type of spills or illicit discharges identified and inspections conducted.

<b>Goal</b>	<b>Develop and implement procedures for program evaluation and documentation.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Program procedure and evaluation in place	PWD, ENG	

Permit Requirement 4.2.3.11: Train employees annually about the Illicit Discharge Detection and Elimination program including identification, investigation, termination, cleanup, and reporting of illicit discharges including spills, improper disposal, and illicit connections.

<b>Goal</b>	<b>Have annual employee training on the IDDE program.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Yearly training	PWD, ENG	
	Documented attendance		

# CHAPTER FOUR

## CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM

The Construction Site Storm Water Runoff Control Program section of the SWMP addresses water quality concerns for construction sites. Storm water runoff from construction sites often carries large amounts of sediment to storm drains and into receiving waters.

Below are the requirements identified in UPDES Permit No. UTS000001 pertaining to construction site storm water runoff control. Goals for achieving the requirements are detailed in the table that follows the requirement specification.

Permit Requirement 4.2.4.1: Develop and adopt an ordinance that requires the use of erosion and sediment control practices at construction sites.

<b>Goal</b>	<b>Ensure current storm water ordinance meets all the requirements of 4.2.4.1 and its subsections.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>June 2017</b>	Have ordinance that covers erosion and sediment-control practices at construction sites in place	PWD, ENG	Completed
<b>2016 – 2021</b>	Document land disturbance permits issuance and inspection (ongoing)		

Permit Requirement 4.2.4.2: Develop written enforcement strategy and implement the enforcement provisions of the ordinance. The document shall include processes and sanctions to minimize the occurrence of, and obtain compliance from, violators and include appropriate escalating enforcement procedures. All enforcement actions shall be documented and tracked.

<b>Goal</b>	<b>Develop and implement a procedure for enforcement of the ordinance.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>June 2017</b>	Written procedure to enforce ordinance in place	Construction Division	
<b>2016 – 2021</b>	Have documentation ordinance in place  Documentation of any enforcement		

Permit Requirement 4.2.4.3: Develop and implement procedures for pre-construction Storm Water Pollution Prevention Plan review. Keep records for sites one acre or greater for 5 years or until construction is complete, whichever is longer. Procedures shall include a checklist for pre-construction SWPPP reviews. The review shall include review of BMPs to be used during and after construction, water quality, low impact development and green infrastructure. Identify priority construction sites, including at a minimum those construction sites discharging directly into or immediately upstream of waters that the State recognizes as impaired (for sediment) or high quality.

<b>Goal</b>	<b>Develop and implement procedures for pre-construction SWPPP review.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>June 2017</b>	Written procedure and form for reviewing SWPPP	ENG	
<b>2016 – 2021</b>	Form to be signed at pre-construction with basic requirements  Have a file and checklist for each site.		

Permit Requirement 4.2.4.4: Develop and implement procedures for construction site inspections and enforcement of construction storm water pollution control measures. Procedures shall comply with the subsections of 4.2.4.4.

<b>Goal</b>	<b>Develop and implement procedures for construction site inspections and enforcement.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>June 2017</b>	Written procedure and form for documenting construction site inspections	Construction, ENG	
<b>2016 – 2021</b>	Have a file and checklist for each site.		

Permit Requirement 4.2.4.5: Perform annual training of all staff whose primary job duties are related to implementing the construction storm water program, including permitting, plan review, construction site inspections, and enforcement. Such training shall extend to third-party inspectors and plan reviewers as well.

<b>Goal</b>	<b>Perform annual training for all staff whose primary job duties are related to implementing the construction storm water program (including third-party).</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Organized PowerPoint presentation and video training for construction  Documented training content and attendance roll	Contract Storm Water Management, ENG	

Permit Requirement 4.2.4.6: Adopt and implement a procedure to maintain records of all projects disturbing greater than or equal to one acre for five years or until construction is completed, whichever is longer.

<b>Goal</b>	<b>Develop and implement procedures for maintaining records of projects disturbing one acre or more.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>June 2017</b>	Complete procedure and forms for record keeping in place	PWD, ENG	
<b>2016 – 2021</b>	Maintain records.		

## CHAPTER FIVE

### LONG-TERM STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT (POST-CONSTRUCTION STORM WATER MANAGEMENT)

The Post-Construction Storm Water Management addresses the importance of storm water runoff management related to post-construction storm water runoff from new development and redevelopment construction sites disturbing greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale. The objective of this control measure is for the hydrology associated with new development to mirror the pre-development hydrology or to improve the hydrology of a redeveloped site.

Below are the requirements identified in UPDES Permit No. UTS000001 pertaining to long-term post-construction storm water management. Goals for achieving the requirements are detailed in the table that follows the requirement specification.

Permit Requirement 4.2.5.1: Develop and adopt an ordinance that requires long-term post-construction storm water controls at new development and redevelopment sites. These controls shall protect water quality and reduces the discharge of pollutants.

Goal	Develop and adopt an ordinance that addresses post-construction water controls.		
Year	Measure	Assigned to	Completed
July 2017	Adopt Ordinance	PWD, Contract	
2016 – 2021	Track inspection of post-construction water controls	Storm Water Management	

Permit Requirement 4.2.5.2: Develop and implement an enforcement strategy to enforce provisions of the ordinance. The strategy shall include processes and sanctions to minimize chronic and recalcitrant violators. There will also be documentation on how the requirements or the ordinance will protect water quality.

<b>Goal</b>	<b>Develop and implement an enforcement strategy to enforce the ordinance that addresses post-construction water controls.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>July 2017</b>	Adopt enforcement strategy	PWD, ENG	
<b>2016 – 2021</b>	Log of enforcement		

Permit Requirement 4.2.5.3: The new development/redevelopment program shall have requirements or standards to ensure that any storm water controls or management practices for new development and redevelopment will prevent or minimize impacts to water quality. This shall include non-structural BMPs, Low Impact Development structural BMPs. Specific hydrologic methods shall be established to ensure consistent sizing of structural BMPs.

<b>Goal</b>	<b>Adopt standard BMPs for the City</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Have a list of structural and non-structural BMPs which are allowed in the City.	Staff Engineer, Consultant Engineer	

Permit Requirement 4.2.5.4: Adopt and implement procedures for site plan review that incorporate consideration of water quality impacts.

<b>Goal</b>	<b>Develop checklist for site plan review in relation to post-construction water quality that conforms to 4.2.5.4.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>July 2017</b>	Site Plan review/checklist in place	Consultant Engineer	
<b>2016 – 2021</b>	Compile a checklist for each construction project		

Permit Requirement 4.2.5.5: Adopt and implement procedures for site inspection and enforcement of post-construction storm water control measures. These procedures shall ensure adequate ongoing long-term operation and maintenance of approved storm water control measures.

<b>Goal</b>	<b>Adopt and implement procedures for site inspection and enforcement of post-construction storm water control measures requiring private property owners to demonstrate adequate maintenance and operation meeting 4.2.5.5.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>July 2017</b>	Adopt site-inspection procedures	PWD, ENG	
<b>2016 – 2021</b>	Compile a checklist after completion of each construction project		

Permit Requirement 4.2.5.6: Provide adequate training, minimum of annually, for all staff involved in post-construction storm water management, planning and review, and inspections and enforcement.

<b>Goal</b>	<b>Perform and document annual training for all staff involved in post-construction storm water management, planning and review, and inspections and enforcement.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Organize training for staff	PWD, ENG	
	Get video training		
	Collect attendance sheet		
	Test record		

Permit Requirement 4.2.5.7: Maintain an inventory of all post-construction structural storm water control measures installed and implemented on sites greater than or equal to one acre. This inventory shall include both public and private sector sites.

<b>Goal</b>	<b>Create an inventory of the applicable post-construction sites with the appropriate information outlined in 4.2.5.7.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Prepare an inventory file online to be filled out after post-construction inspections	PWD, ENG	

## CHAPTER SIX

### POLLUTION PREVENTION AND GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS PROGRAM

The Pollution Prevention and Good Housekeeping for Municipal Operations Program of the SWMP addresses routine activities in the operation and maintenance of drainage systems, roadways, parks and open spaces, and other municipal operations to help ensure a reduction in pollutants entering the storm drain systems.

Below are the requirements identified in UPDES Permit No. UTS000001 pertaining to pollution prevention and good housekeeping for municipal operations. Goals for achieving the requirements are detailed in the table that follows the requirement specification.

Permit Requirement 4.2.6.1: Develop and keep current a written inventory of City owned or operated facilities and storm water controls.

<b>Goal</b>	<b>Create and keep current a written inventory of City owned or operated facilities and storm water controls.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>October 2016</b>	Create a map of City-owned facilities (GIS)	Staff Engineer	
<b>2016 – 2021</b>	Update map yearly		

Permit Requirement 4.2.6.2: Assess the written inventory for each sites potential to discharge urban pollutants to the storm water system.

<b>Goal</b>	<b>Provide a description of the assessment process and findings.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>October 2016</b>	List of potential pollutants on site	PWD, ENG	
<b>2016 – 2021</b>	Annually check location and condition of potential pollutants		

Permit Requirement 4.2.6.3: Based on the assessment required in part 4.2.6.2, identify as “high-priority” those facilities or operations that have a high potential to generate storm water pollutants.

***N/A: No “high-priority” facilities or Public Works chemicals are currently identified.***

Permit Requirement 4.2.6.4: Each “high-priority” facility identified in Part 4.2.6.3. shall develop facility-specific standard operating procedures (SOPs) or similar type of documents to reduce storm water pollutants. The outline of the SOPs for various facilities are outlined in the subsections of 4.2.6.4.

***N/A: No “high-priority” facilities are currently identified.***

Permit Requirement 4.2.6.5: Any third-party hired to conduct municipal maintenance shall be held to the same standards as the City. This expectation shall be defined in contracts between the City and its contractors. The City shall be responsible for ensuring, through contractually-required documentation or periodic site visits, that contractors are using appropriate storm water controls and following the SOPs, storm water control measures, and good housekeeping practices of the City.

<b>Goal</b>	<b>Ensure all new contracts for municipal maintenance has the requirements needed to meet the requirements of 4.2.6.5.</b>		
<b>Year</b>	<b>Measure</b>	<b>Assigned to</b>	<b>Completed</b>
<b>2016 – 2021</b>	Review new contracts to ensure proper storm water controls and housekeeping are required.	PWD, ENG	

Permit Requirement 4.2.6.6: An Operations and Maintenance program design for the City owned or operated facilities shall include certain inspections. “High-priority” facilities need a weekly visual inspection, a quarterly comprehensive inspection and a quarterly visual observation of storm water discharges. All findings and actions must be documented.

***N/A: No “high-priority” facilities are currently identified.***

Permit Requirement 4.2.6.7: The City shall develop and implement a process to assess the water quality impacts in the design of all new flood management structural controls that are associated with the City or that discharge to the storm water system.

***N/A: No flood management or flood control structures.***

Permit Requirement 4.2.6.8: Public construction projects shall comply with the requirements applied to private projects including UPDES permits.

**The City plans to follow directives of the UPDES Permit as it is outlines in the manual.**

Permit Requirement 4.2.6.9: The City shall provide at least annual training for all employees who have primary construction, operation, or maintenance job functions that are likely to impact storm water quality.

**Refer to Chapter 4, Section 4.2.4.5 regarding staff training.**

## Goal Summary Table

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016-2021	Identify potential pollutants and pollution sources in the City.	Public Education and Outreach	4.2.1.1	ENG	
2016-2021	Select information to provide to the public that covers illicit discharges that are more likely occurring in the City.	Public Education and Outreach	4.2.1.2	ENG	
2016-2021	Select information to provide to businesses that covers illicit discharges that are more likely occurring in the City from businesses and document when they were given to the businesses.	Public Education and Outreach	4.2.1.3	ENG	
2016-2021	Provide information to people doing development through land disturbance permit.	Public Education and Outreach	4.2.1.4	PWD, ENG	
2016-2021	Provide annual training to employees regarding the prohibition of illicit discharges.	Public Education and Outreach	4.2.1.5	PWD, ENG	
2016-2021	Train engineers, plan review staff, land use planners, and others about LID, green infrastructure and post-construction BMPs.	Public Education and Outreach	4.2.1.6	ENG	
October 2016	Select a specific message for the audiences listed in 4.2.1	Public Education and Outreach	4.2.1.7	PWD, ENG	
October 2016	Create written documentation or rationale as to why particular BMPs were chosen for the public education and outreach program focus.	Public Education and Outreach	4.2.1.8	PWD, ENG	
2016	Get Public input on SWMP	Public Involvement/Participation	4.2.2.1	PWD, ENG	

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016	Have a copy of the SWMP at the public works building for review. Later in the year, add the document to the City website. In the City newsletter, provide a link for residents to view the plan.	Public Involvement/Participation	4.2.2.2	PWD, ENG	
2016-2021	Maintain a current copy of the SWMP document to the City website.	Public Involvement/Participation	4.2.2.3	PWD, ENG	
2016-2021	Review State and Local public notice requirements each time the public involvement program is modified, follow policy.	Public Involvement/Participation	4.2.2.4	PWD, ENG	
2016-2021	Ensure the storm water master plan map is current with storm drain pipe and outfalls.	Illicit Discharge Detection & Elimination	4.2.3.1	Staff Engineer	
February 2017	Enforce Storm Water Discharge Ordinance	Illicit Discharge Detection & Elimination	4.2.3.2	Staff Engineer	
2016	Create and the plan as outlined in the subsections of 4.2.3.3	Illicit Discharge Detection & Elimination	4.2.3.3	ENG	
2016-2021	Identify and list priority illicit discharge areas.	Illicit Discharge Detection & Elimination	4.2.3.3.1	Consultant Engineer	
2016-2021	Field-assess 20% of the priority list each year and document.	Illicit Discharge Detection & Elimination	4.2.3.3.2	PWD, ENG	
February 2017	Develop and implement procedure to trace illicit discharges.	Illicit Discharge Detection & Elimination	4.2.3.4	Staff Engineer	
2016-2021	Develop procedures for documenting how to handle illicit discharges.	Illicit Discharge Detection & Elimination	4.2.3.5	Staff Engineer	
March 2017	Develop illicit discharge inspection report: Publish Inspection Form	Illicit Discharge Detection & Elimination	4.2.3.5.1	Administrative Staff	

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016-2021	Develop illicit discharge inspection report: Identify, investigate and record all reported illicit discharges.	Illicit Discharge Detection & Elimination	4.2.3.5.1	Staff Engineer	
April 2017	Develop procedures for ceasing illicit discharges: Implement Procedure	Illicit Discharge Detection & Elimination	4.2.3.6	ENG	
2016-2021	Develop procedures for ceasing illicit discharges: Continue enforcement	Illicit Discharge Detection & Elimination	4.2.3.6	ENG	
2016-2021	Maintain proper documentation and provide to Division as needed.	Illicit Discharge Detection & Elimination	4.2.3.6.1	PWD, ENG	
2016-2021	As part of the public education activities and the annual employee training, ensure the hazards of illicit discharges and improper disposal of waste are included in the information taught.	Illicit Discharge Detection & Elimination	4.2.3.7	PWD, ENG	
2016-2021	Promote the collection of household hazardous waste through notification to the public through the City newsletter of locations to dispose of wastes properly.	Illicit Discharge Detection & Elimination	4.2.3.8	PWD, ENG	
2016-2021	Publish hotline in the City newsletter and on the City website. Keep written records of calls, actions, and feedback.	Illicit Discharge Detection & Elimination	4.2.3.9	PWD, ENG	
May 2017	Develop procedures and flow chart for responding to a spill/dumping: Complete flow chart.	Illicit Discharge Detection & Elimination	4.2.3.9.1	PWD, ENG	
2016-2021	Develop procedures and flow chart for responding to a spill/dumping: Include procedure in IDDE program.	Illicit Discharge Detection & Elimination	4.2.3.9.1	PWD, ENG	
2016-2021	Develop and implement procedures for program evaluation and documentation.	Illicit Discharge Detection & Elimination	4.2.3.10	PWD, ENG	

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016-2021	Have annual employee training on the IDDE program.	Illicit Discharge Detection & Elimination	4.2.3.11	PWD, ENG	
June 2017	Ensure current storm water ordinance meets all the requirements of 4.2.4.1 and its subsections: Have ordinance in place for erosion and sediment control practices at construction sites.	Construction Site Storm Water Control	4.2.4.1	PWD, ENG	
2016-2021	Ensure current storm water ordinance meets all the requirements of 4.2.4.1 and its subsections: Document land disturbance permit issuance and inspection.	Construction Site Storm Water Control	4.2.4.1	PWD, ENG	
June 2017	Develop and implement a procedure for enforcement of the ordinance: Have written enforcement procedure in place.	Construction Site Storm Water Control	4.2.4.2	Construction Division	
2016-2021	Develop and implement a procedure for enforcement of the ordinance: Have documentation ordinance in place, document any enforcement.	Construction Site Storm Water Control	4.2.4.2	Construction Division	
June 2017	Develop and implement procedures for pre-construction SWPPP review: Written procedure and form for reviewing SWPPP.	Construction Site Storm Water Control	4.2.4.3	ENG	
2016-2021	Develop and implement procedures for pre-construction SWPPP review: Form to be signed at pre-construction meeting.	Construction Site Storm Water Control	4.2.4.3	ENG	
June 2017	Develop and implement procedures for construction site inspections and enforcement: Written procedure form for documenting construction site inspections.	Construction Site Storm Water Control	4.2.4.4	Construction Division	

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016-2021	Develop and implement procedures for construction site inspections and enforcement: Have a file and checklist for each site.	Construction Site Storm Water Control	4.2.4.4	ENG	
2016-2021	Perform annual training for all staff whose primary job duties are related to implementing the construction storm water program (including third-party).	Construction Site Storm Water Control	4.2.4.5	Contract Storm Water Management	
June 2017	Develop and implement procedures for maintaining records of projects disturbing one acre or more: Complete procedure and forms for record keeping in place.	Construction Site Storm Water Control	4.2.4.6	PWD, ENG	
2016-2021	Develop and implement procedures for maintaining records of projects disturbing one acre or more: Maintains records.	Construction Site Storm Water Control	4.2.4.6	PWD, ENG	
July 2017	Develop and adopt an ordinance that addresses post-construction water controls: Adopt ordinance.	Post Construction Storm Water Management	4.2.5.1	PWD, ENG	
2016-2021	Develop and adopt an ordinance that addresses post-construction water controls: Track inspection of post-construction water controls.	Post Construction Storm Water Management	4.2.5.1	Contract Storm Water Management	
July 2017	Develop and implement an enforcement strategy to enforce the ordinance that addresses post-construction water controls: Adopt enforcement strategy.	Post Construction Storm Water Management	4.2.5.2	PWD, ENG	
2016-2021	Develop and implement an enforcement strategy to enforce the ordinance that addresses post-construction water controls: Maintain log of enforcement.	Post Construction Storm Water Management	4.2.5.2	PWD, ENG	

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016-2021	Adopt standard BMPs for the City	Post Construction Storm Water Management	4.2.5.3	Consultant Engineer	
July 2017	Develop checklist for site plan review in relation to post-construction water quality that conforms to 4.2.5.4: Have site plan review check list in place.	Post Construction Storm Water Management	4.2.5.4	Consultant Engineer	
2016-2021	Develop checklist for site plan review in relation to post-construction water quality that conforms to 4.2.5.4: Compile a checklist for each construction project.	Post Construction Storm Water Management	4.2.5.4	ENG	
July 2017	Adopt and implement procedures for site inspection and enforcement of post-construction storm water control measures requiring private property owners to demonstrate adequate maintenance and operation meeting 4.2.5.5: Adopt site-inspection procedures.	Post Construction Storm Water Management	4.2.5.5	PWD, ENG	
2016-2021	Adopt and implement procedures for site inspection and enforcement of post-construction storm water control measures requiring private property owners to demonstrate adequate maintenance and operation meeting 4.2.5.5: Compile a checklist after completion of each construction project.	Post Construction Storm Water Management	4.2.5.5	PWD, ENG	
2016-2021	Perform and document annual training for all staff involved in post-construction storm water management, planning and review, and inspections and enforcement.	Post Construction Storm Water Management	4.2.5.6	PWD, ENG	

<b>Date</b>	<b>Goal</b>	<b>Control Measure</b>	<b>Permit Section</b>	<b>Responsibility</b>	<b>Completed</b>
2016-2021	Create an inventory of the applicable post-construction sites with the appropriate information outlined in 4.2.5.7.	Post Construction Storm Water Management	4.2.5.7	PWD, ENG	
October 2016	Create and keep current a written inventory of City owned or operated facilities and storm water controls: Create a map of city owned facilities (GIS)	Pollution Prevention & Good Housekeeping	4.2.6.1	Staff Engineer	
2016-2021	Create and keep current a written inventory of City owned or operated facilities and storm water controls: Update map yearly.	Pollution Prevention & Good Housekeeping	4.2.6.1	Staff Engineer	
October 2016	Provide a description of the assessment process and findings: List of potential pollutants on site.	Pollution Prevention & Good Housekeeping	4.2.6.2	PWD, ENG	
2016-2021	Provide a description of the assessment process and findings. Annually check location and condition of potential pollutants.	Pollution Prevention & Good Housekeeping	4.2.6.2	PWD, ENG	
2016-2021	Ensure all new contracts for municipal maintenance has the requirements needed to meet the requirements of 4.2.6.5.	Pollution Prevention & Good Housekeeping	4.2.6.5	PWD, ENG	

**CITY OF BLUFFDALE, UTAH**

**Resolution No. 2016-\_\_**

**A RESOLUTION OF THE BLUFFDALE CITY COUNCIL ADOPTING A  
STORM WATER MANAGEMENT PLAN, AUGUST 2016 TO MARCH 2021.**

**WHEREAS** the City of Bluffdale (“City”), acting pursuant to the terms of Utah Pollution Discharge Elimination System (UPDES) Permit No. UTS000001, issued on September 5, 2013, desires to adopt a Storm Water Management Plan (SWMP); and

**WHEREAS** the SWMP will assist the City to comply with the terms of the UPDES Permit and to limit to the maximum extent practicable the discharge of pollutants from the City of Bluffdale storm drain system;

**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL AS FOLLOWS:**

**Section 1. Adoption of the Storm Water Management Plan.** The Bluffdale City Council hereby adopts the attached City of Bluffdale Storm Water Management Plan, August 2016 to March 2021.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon passage.

**PASSED AND APPROVED:** August 24, 2016.

\_\_\_\_\_  
Mayor

**ATTEST:**

[seal]

\_\_\_\_\_  
City Recorder

Voting by the Council:

Yes No

Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____

**FRANCHISE AGREEMENT**  
Central Telecom Services, LLC

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between The City of Bluffdale City (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 14350 South 2200 West Bluffdale, Utah 84065, and Central Telecom Services, LLC, and its affiliates, (hereinafter “PROVIDER”) with its principal offices at 35 South State Street, Fairview, Utah 84629.

WITNESSETH:

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY;

WHEREAS, the CITY has enacted Title 7 Chapter 3 of the Bluffdale City Municipal Code (hereinafter the “Telecommunications Use of Rights of Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to grant the PROVIDER a nonexclusive franchise to operate a telecommunications network in the CITY;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

**ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE**

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance, which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give the PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term, provided however, that the PROVIDER agrees that it is subject to the lawful exercise of the police power of the CITY as further set forth in Article 6 below. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network (the "System") in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## **ARTICLE 2. FRANCHISE FEE**

2.1 Franchise Fee. For the Franchise granted herein, the PROVIDER shall pay to the CITY a franchise fee, in accordance with the Utah Municipal Telecommunications License Tax Act, of three and a half percent (3.5%) of its gross receipts from telecommunications services attributed to the City as set forth in the Municipal Telecommunications License Tax Act, less any business license fee or business license tax enacted by the CITY. All payments shall be made to the City, and sent as follows, unless the PROVIDER is otherwise notified of a change in address in writing by the CITY:

City of Bluffdale  
14350 South 2200 West  
Bluffdale, Utah 84065

2.2 Application Fee. Upon the granting this Franchise, the Provider shall pay a

\$3,000.00 up-front application fee. The PROVIDER may offset the franchise fee paid to the City pursuant to Article 2.1, up to the amount of the up-front franchise fee paid to the City.

2.3 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

### **ARTICLE 3. TERM AND RENEWAL**

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated and herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein shall automatically renew upon the same terms and conditions as contained in this Agreement for an additional five (5) year term for an unlimited number of 5-year terms. Either party may terminate this agreement as provided in Section 7.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER may, at its option, abandon the System in place, or remove from the Rights-of-Way any and all of its System. If the PROVIDER elects to abandon the System in place, it shall become the property of the CITY. If the PROVIDER elects to remove the System, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

3.3 PROVIDER Use of Poles and Overhead Structures. PROVIDER shall not attach to, or otherwise use or commit to use any pole owned by the CITY until a separate pole attachment agreement has been executed by the CITY and PROVIDER.

### **ARTICLE 4. PUBLIC USE RIGHTS**

4.1 City Use of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the

PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

## **ARTICLE 5. RELOCATION**

5.1 Upon its receipt of reasonable advance written notice, PROVIDER shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the PROVIDER when lawfully required by the CITY by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the PROVIDER'S services. For purposes of this subsection, "reasonable advance written notice" shall be not less than ten (10) days for temporary relocation, and not less than thirty (30) days for permanent relocation or removal. In any event the PROVIDER may ask for a meeting with the CITY to discuss the relocation and alignment for the relocated facilities and/or property.

5.2 In the event that the CITY requests relocation efforts from PROVIDER for reasons not included in Section 5.1 above, or for aesthetic reasons, then the CITY agrees to pay all costs associated with relocation. PROVIDER shall not be required to pay for the relocation of the System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by the CITY through the permitting process.

5.2 Except as otherwise provided herein, CITY, without prior written approval of PROVIDER, shall not intentionally alter, remove, relocate, or otherwise interfere with PROVIDER's facilities. In the event of an emergency involving the System, the CITY shall notify PROVIDER. To the extent reasonably practical, PROVIDER shall immediately respond to the emergency. However, if the PROVIDER is unable to respond in a timely manner, and it becomes necessary, in the reasonable judgment of CITY personnel, to cut, move, remove, or damage any of the cables, appliances, fixtures or other property of PROVIDER because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of PROVIDER, and the repairs rendered necessary shall be made by PROVIDER, without charge to City.

5.3 If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the CITY shall make application for such funds on behalf of the PROVIDER. The requirements of this Section shall not be construed to be in derogation of any right or cause of action for reimbursement the PROVIDER may have against a developer or other private interest which causes the need to move its lines or facilities.

5.4 PROVIDER shall, on the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of PROVIDER, provided: (A) the expense of such is paid by said person benefiting from the relocation, including, if required by PROVIDER making such payment in advance; and (B) PROVIDER is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, “reasonable advance written notice” shall be no less than thirty (30) days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

## **ARTICLE 6. POLICE POWERS**

The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

## **ARTICLE 7. CHANGING CONDITIONS AND SEVERABILITY**

7.1 Meet to Confer. The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

7.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City’s Excavation Permit Ordinance. For the PROVIDER, “material consideration” includes the amount of the Franchise Fee PROVIDER is required to pay, and PROVIDER’s ability to use the Rights of Way for telecommunication purposes in a manner similar to that provided in this Agreement,

the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

## **ARTICLE 8. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES**

8.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;
  
- (b) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions, provided that if the failure, violation, or default cannot reasonably be cured within such ninety (90) day period, PROVIDER will not be in default so long as it commences the cure within such period and pursues such cure diligently to completion. After the expiration of such 90-day period and failure to correct such conditions, or failure to take reasonable steps to correct such conditions as provided above, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or
  
- (c) The PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

8.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

8.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

8.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be

deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

## **ARTICLE 9. PARTIES' DESIGNEES**

891 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 14350 South 2200 West Bluffdale, Utah 84065, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

9.2 PROVIDER Designee and Address. The PROVIDER's Manager or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's address at 35 South State Street, Fairview, Utah 84629, Attn: President & COO.

9.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by the CITY or PROVIDER.

## **ARTICLE 10. INSURANCE AND INDEMNIFICATION**

10.1 Insurance. Prior to commencing; operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

10.2 Indemnification. The PROVIDER agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER shall not be obligated to indemnify, defend or hold the CITY harmless to

the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

## **ARTICLE 11. INSTALLATION**

11.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

11.2 Underground Installation. Unless otherwise authorized by the CITY or provided herein, all of Provider's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

## **ARTICLE 12. GENERAL PROVISIONS**

12.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

12.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

12.3 Time of Essence. Time shall be of the essence of this Agreement.

12.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

12.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

12.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors,

administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this \_\_\_ day of \_\_\_\_\_, 2016.

CITY

\_\_\_\_\_  
City Manager

PROVIDER

CENTRAL TELECOM SERVICES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
:SS

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_,  
who being by me duly sworn did say that he or she is the \_\_\_\_\_  
of Central Telecom Services, LLC, and that the foregoing instrument was signed in behalf of said  
limited liability company by authority thereof.

\_\_\_\_\_  
Notary Public

**CITY OF BLUFFDALE, UTAH**

**Resolution No. 2016-\_\_**

**A RESOLUTION OF THE BLUFFDALE CITY COUNCIL APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF BLUFFDALE, UTAH, AND CENTRAL TELECOM SERVICES, LLC, A VOICE, DATA AND VIDEO SERVICE PROVIDER.**

**WHEREAS** Central Telecom Services, LLC, desires to provide voice, data and video services within the City of Bluffdale (“City”), and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City;

**WHEREAS** the City has enacted Title 7, Chapter 3, of the Bluffdale City Code, Telecommunications Use of Rights of Way, which governs the application and review process for franchises in the City; and

**WHEREAS** the City has determined that Central Telecom has conformed to the ordinance and desires to grant Central Telecom access to its rights of way;

**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL AS FOLLOWS:**

**Section 1. Approval of the Franchise Agreement.** The Bluffdale City Council hereby approves the attached Franchise Agreement between the City of Bluffdale, Utah, and Central Telecom Services, LLC, a voice, data and video service provider and authorizes and directs the City Manager to execute the agreement.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon passage.

**PASSED AND APPROVED:** August 24, 2016.

---

Mayor

**ATTEST:**

[seal]

---

City Recorder

Voting by the Council:

Yes    No

Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____

**THE CITY OF BLUFFDALE, UTAH  
A MUNICIPAL CORPORATION**

**RESOLUTION NO. 2016-**

**A RESOLUTION APPOINTING MEMBERS TO THE BLUFFDALE ARTS ADVISORY BOARD**

**WHEREAS**, the City of Bluffdale (the “City”), passed an ordinance creating the Bluffdale Arts Advisory Board on August 13, 2002; and

**WHEREAS**, the City believes that it is in the best interest of the public to appoint members to serve on the Bluffdale Arts Advisory Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:**

**Section 1.** The new members of the Bluffdale Arts Advisory Board, and their respective terms, shall be as follows:

Member	Term Ending
Laura Garner	June 30, 2019
Lynn Farley	June 30, 2019
Lori Howell	June 30, 2019
Marianne Dunn	June 30, 2019
Shawna Garzarelli	June 30, 2019
Angelle Anderson	June 30, 2019
Malinda Severn	June 30, 2019

**Section 2.** This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED this 24th day of August, 2016.

BLUFFDALE CITY CORPORATION

By: \_\_\_\_\_  
Mayor Derk P. Timothy

ATTEST:

By: \_\_\_\_\_  
Wendy L. Deppe, City Recorder

Voting by the City Council:

Yes No

Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____