



**BLUFFDALE CITY COUNCIL AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, September 14, 2016**

Notice is hereby given that the Bluffdale City Council and the Bluffdale Redevelopment Agency Board will hold a combined meeting Wednesday, September 14, 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. City Council Photograph by Wayman Studio.
2. Roll Call, Invocation, Pledge of Allegiance*
3. **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).
4. **CONSENT AGENDA** –
 - 4.1 Approval of the August 24, 2016 meeting minutes.
 - 4.2 Preliminary acceptance of Iron Horse Plat C Subdivision, and beginning the warranty period.
 - 4.3 Acceptance of Palisade Acres Subdivision, ending the warranty period.
 - 4.4 Acceptance of Deer Orchard Cove, ending the warranty period.
5. Presentation and discussion regarding the level of Police Service/Coverage in the City, staff presenter, Police Chief Burton.
6. **PUBLIC HEARING** – Consideration and vote on an Amendment to the Zoning Map from Heavy Commercial (HC) to General Commercial (GC-1) for 4.66 acres shown as Plat J, located at approximately 15200 South Pony Express Road, 4 Independence, LLC, applicant, staff presenter, Jennifer Robison.
7. Consideration and vote on a Resolution authorizing execution of an Amended Development Agreement with Simple Products Corporation, including an amended Project Plan, staff presenters, Grant Crowell and Vaughn Pickell.
8. Consideration and vote on a Preliminary and Final Subdivision Plat Applications for The Highlands Phase 2 for 5.11 acres to create four (4) residential lots located in the R-1-43 Residential (1 acre) Zone at approximately 14132 South 1850 West, Skye Phase V, applicant, staff presenter, Jennifer Robison.
9. Consideration and vote on a Resolution of the Bluffdale City Council authorizing the City Manager to enter into agreements awarding a contract for General Services, ADA Ramps and Various Concrete Flatwork, and establishing a Maximum Expenditure for FY 2016-2017, staff presenter, Dan Tracer.

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA –**
 - 2.1 Approval of the June 08, 2016 meeting minutes.
 - 2.2 Approval of the June 22, 2016 meeting minutes.
3. Consideration and vote on a Resolution of the Bluffdale City Redevelopment Agency Board Authorizing a Transfer from the Eastern Bluffdale EDA Fund and the Jordan Narrows EDA Fund to the Bluffdale City Park Impact Fees Fund, staff presenter, Bruce Kartchner.
4. Consideration and vote on a Resolution of the Bluffdale City Redevelopment Agency Board Authorizing Use of the Housing Allocation for Construction of a Public Park and an Accompanying Secondary Water Pump Station, Finding that Those Improvements Constitute Infrastructure Improvements Related to Housing in a Project Area where Blight Has Been Found to Exist, staff presenter, Bruce Kartchner.
5. Consideration and vote on a Resolution of the Bluffdale City Redevelopment Agency Board Authorizing Reimbursement to the City of Bluffdale Funds for the Construction of Noell Nelson Drive, staff presenter, Bruce Kartchner.
6. Adjournment

CONTINUATION OF BUSINESS MEETING

10. Mayor's Report
11. City Manager's Report and Discussion

PLANNING SESSION

7. 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).
9. Adjournment

Dated this 9th day of September, 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 AND ON THE PUBLIC MEETING NOTICE WEBSITE, 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.



**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).
9. Adjournment

Dated this 19th 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 AND ON THE PUBLIC MEETING NOTICE WEBSITE, WWW.PMN.UTAH.GOV



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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, August 24, 2016**

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson (arrived at 6:32 p.m.)
3 Ty Nielsen
4 Boyd Preece
5 Justin Westwood
6 James Wingate
7
8 **Staff:** Mark Reid, City Manager
9 Vaughn Pickell, City Attorney
10 Grant Crowell, City Planner/Economic Development Director
11 Dan Tracer, Assistant City Engineer
12 Bruce Kartchner, Finance Director
13 Blain Dietrich, Public Works Operations Manager
14 Police Chief, Andrew Burton
15 Wendy Deppe, City Recorder
16
17 **Others:** Taylor Woodbury, Woodbury Corporation
18 Odila Conica, Summit Academy Principal
19 Heather Tucker, Summit Academy Assistant Principal
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 City Manager, Mark Reid, offered the invocation.

32
33 Johnny Loumis, Jr. led the Pledge of Allegiance.

34
35 **2. PUBLIC FORUM.**

36
37 Connie Robbins gave her address as 14455 South 2585 West and expressed appreciation to the
38 City employees for their help with Old West Days. She especially appreciated their good
39 attitudes. She also gave thanks to those who provided additional assistance, which relieved the
40 burden of the full-time City employees.

41

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**BLUFFDALE CITY COUNCIL
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1 Ms. Robbins next commented on Summit Academy. She recalled that a few months earlier at a
2 City Council Meeting, Mr. Reid mentioned that Summit Academy had not paid their impact fees.
3 The previous day she conducted research and found that they had paid a portion of the fees. What
4 had not been paid was negotiated. She questioned why the City would negotiate their impact fees
5 since she, as a resident, did not have that same opportunity. She noted that Summit Academy is
6 creating a significant impact on the City and recommended there be no negotiation and that they
7 be required to pay their impact fees in full.

8
9 Ms. Robbins reported that a few Members of the City Council have students enrolled at Summit
10 Academy. She recommended that these individuals recuse themselves from voting on any issue
11 pertaining to the school.

12
13 Ms. Robbins reported on her observations over the past few days while at Summit Academy. She
14 indicated that she was in the church parking lot at about 2:45 p.m. the previous day. Cars were
15 lined up along 14400 South, around the corner, and along Redwood Road. Cars and buses were
16 honking and motorists were yelling at crossing guards to get the traffic moving. About 10 cars
17 were parked in the church parking lot as well. Today was a different situation and the issues
18 appeared to have been resolved. Ms. Robbins reported that she counted 177 cars exiting the
19 parking lot and 55 students walking east.

20
21 Ms. Robbins complimented the Police Department for directing traffic. She expressed her utmost
22 respect and appreciation to them for helping to resolve the problem. She encouraged the City
23 Council to listen to them more often.

24
25 Ms. Robbins questioned why the City is paying employees to monitor the traffic at Summit
26 Academy. The expectation was that Summit Academy would be good neighbors but it was her
27 opinion that they have not been.

28
29 Mayor Timothy thanked Ms. Robbins for all of her work coordinating Old West Days. He stated
30 that he has received numerous comments on how well done it was. The residents recognize the

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1 benefit of Old West Days and Ms. Robbins' efforts were greatly appreciated. Mr. Reid remarked
2 that this was one of the best Old West Days ever.

3
4 Odila Conica gave her address as 814 West Star Spangled Drive and identified herself as the
5 Principal of Summit Academy. She thanked the City Council for being concerned about the
6 citizens and apologized for their terrible first day. She stated that it will not be repeated.
7 Ms. Conica informed the Council that today the last car in the queue left the building at 3:22 p.m.
8 This was about 1 hour and 15 minutes sooner than the previous day. She met with the City
9 Manager, City Engineer, and Police Sergeant who made suggestions, which were implemented.

10
11 Ms. Conica outlined the following steps taken to resolve the problem:

- 12
- 13 • Parents were contacted by email and telephone and encouraged to carpool.
- 14 • Loading and unloading procedures were practiced.
- 15 • Representatives of the school met with Sergeant Shane Taylor regarding the left-hand turn
16 lane into the school.
- 17 • It was determined that the backup was caused by parked cars in two of the queuing lanes.
18 From this point forward there will be four queuing lanes open at all times.
- 19 • Ms. Conica met with Mr. Reid regarding Summit Academy paying for the cost of a
20 crossing guard.

21
22 Ms. Conica admitted to their mistakes and stated that they will make the necessary changes.
23 Mayor Timothy stressed the importance of ensuring that traffic is not a problem. He encouraged
24 Ms. Conica to take the action necessary to improve the traffic.

25
26 Johnny Loumis, Jr. gave his address as 14315 South Loumis Parkway. He commented on
27 carpooling and stated that the HOA in Spring View Farms has a Facebook account where there has
28 been a lot of chatter about carpooling.

29
30 Mr. Reid asked Ms. Robbins to expound on the 10 children she observed walking from Summit
31 Academy after school. Ms. Robbins stated that they walked down the sidewalk on the west side of
32 the school. She commented that a crossing guard is needed.

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1
2 There were no further public comments.

3
4 **3. CONSENT AGENDA.**

5
6 **3.1 Approval of the July 27, 2016 Meeting Minutes.**

7
8 The minutes were reviewed and discussed. James Wingate recommended a change to page 13,
9 line 14, to replace “Calvin’s Cove” with “Talons Cove” Golf Club.

10
11 **Justin Westwood moved to approve the minutes of July 27, 2016, with the changes noted.**

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

14
15 **3.2 Preliminary Acceptance of Marketplace – Aclaime at Independence Park, and**
16 **Beginning the Warranty Period.**

17
18 **3.3 Preliminary Acceptance of Spring View Farms Pressurized Irrigation**
19 **Pumping Station, and Beginning the Warranty Period.**

20
21 **3.4. Acceptance of Beacon Hill Apartments – Curb and Sidewalk, Ending the**
22 **Warranty Period.**

23
24 **3.5 Approval of a Resolution of the Bluffdale City Council Adopting a Storm**
25 **Water Management Plan for the City of Bluffdale.**

26
27 **3.6 Approval of a Resolution of the Bluffdale City Council Approving a Franchise**
28 **Agreement By and Between the City of Bluffdale and Central Telecom**
29 **Services, LLC, dba CentraCom, for Voice, Data, and Video Services.**

30
31 **Justin Westwood moved to approve consent agenda items 3.2 through 3.6. Ty Nielsen**
32 **seconded the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin**
33 **Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.**

34
35 **4. Consideration and Vote on a Resolution Appointing Members to the Bluffdale Arts**
36 **Advisory Board, Staff Presenter, Mayor Timothy.**

37
38 Mayor Timothy recommended that the following Members of the Bluffdale Arts Advisory Board
39 be reappointed to three-year terms:

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- 1
- 2 Laura Garner
- 3 Lynn Farley
- 4 Lori Howell
- 5 Marianne Dunn
- 6 Shawna Garzarelli
- 7 Angelle Anderson
- 8 Malinda Severn

9
10 Mayor Timothy explained that the Bluffdale Arts Advisory Board has been a committed group
11 that has done a very good job. They have put together high quality plays, which provide a
12 valuable learning experience for children.

13
14 **Justin Westwood moved to pass a resolution appointing members to the Bluffdale Arts**
15 **Advisory Board, as stated, to three year terms to expire June 30, 2019. Ty Nielsen seconded**
16 **the motion. The motion passed with the unanimous consent of the Council.**

17
18 **5. Mayor's Report.**

19
20 Mayor Timothy commented on Old West Days and stated that it is beneficial for families in
21 Bluffdale and allows them to meet others in the community. He stated that the entertainment,
22 stage, and fireworks were all very well done. He characterized it as a week where there was
23 something for everyone. The committee spends countless hours planning Old West Days on
24 behalf of the residents and every year it gets better and better. He expressed his appreciation to
25 the committee for their valuable service, which is something the City could not pay for.

26
27 The Mayor commented on Porter Rockwell Boulevard and the fact that the City has been
28 purchasing property in an effort to stay ahead of development and obtain it at the best price.
29 Every six months the City applies for Corridor Preservation Funding. Typically, there is \$1.1 to
30 \$1.5 million available every six months. In the past, the City has received \$300,000 to \$600,000
31 each time they have applied. This has allowed them to purchase property incrementally over time.
32 Recently, because of negotiations the City is in with the jurisdictional transfer of Porter Rockwell

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1 Boulevard, they had to have the entire \$1.6 million and ultimately received it. The Public Utilities
2 Committee recommended awarding the funding. He noted that COG usually approves what the
3 committee suggests. Other than the canal crossings, the City now owns 100% of the right-of-way
4 for Porter Rockwell Boulevard.

5
6 **6. City Manager’s Report and Discussion.**
7

8 Mr. Reid updated the Council on City Hall and reported that cement has been poured on the first
9 floor. Earlier in the day, they began pouring the second floor. They have erected the steel for the
10 roof and a great deal of progress was expected to be seen from this point forward. The well field
11 is finished and all of the lines have been run into the building. The pre-electrical work is done and
12 the floor plugs are set and poured in place.

13
14 Mr. Reid commented on the success of Old West Days. He stated that efforts are made each year
15 to hire extra help. Two years ago, they were able to find three or four people, however, they came
16 from a temp agency and the City ended up chasing them around more than getting help from them.
17 This year they were able to find individuals who did a great job. The additional five people hired
18 provided the amount of help needed.

19
20 Mr. Reid reported that the first day of school at Summit Academy was challenging and several
21 small things went wrong. He met with Sergeant Taylor on Tuesday night and worked out a plan.
22 One of the major changes made was to close the left-hand turn lane. The school made the changes
23 necessary to ensure that all of the queueing lanes are open. They also did practices with the
24 students. He expected the situation to continue to improve. The desire was for it to function
25 without police presence. Mr. Reid liked that the left-turn lane accommodates people coming from
26 Bluffdale to turn into the school instead of entering off of Redwood Road. On Tuesday, traffic
27 backed out of the turn lane into the regular lane. Staff will continue to consult with law
28 enforcement and rely on their expertise.

29
30 Mr. Reid discussed the possibility of a crosswalk with school representatives. They had some
31 suggestions but do not want to make a decision until they observe traffic after one or two weeks.
32 The Mayor asked about the future widening. Mr. Reid stated that they will likely take property on

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1 both sides. The roadway was narrowed from 80 feet to 70 feet, which is the standard width
2 throughout the City. Their intent is to complete the project next year.

3
4 Mr. Reid updated the Council on Noell Nelson Drive (1000 West). Most of the utility work has
5 been done and the project is on schedule and moving forward. Porter Rockwell Boulevard
6 Segment 3 is also proceeding as is the design of Segment 5. UDOT selected Horrocks as the
7 designer for Segment 5 and work is underway. Mr. Reid congratulated the Mayor for obtaining
8 the \$1.6 million. He was glad to see that the right-of-way can be completed. Mayor Timothy
9 stated that when he made the presentation, a video was shown going over Porter Rockwell
10 Boulevard, which included the piece that is currently being constructed. The other mayors present
11 were surprised by the amount of effort the City had put in. He stressed the importance of Porter
12 Rockwell Boulevard and stated that it will be of benefit to the City.

13
14 Mr. Reid reported that CERT classes would begin Tuesday, August 30, at 7:00 p.m. They are
15 considering cancelling the class due to low attendance. Those interested in participating were
16 encouraged to sign up.

17
18 Mr. Reid stated that he met with George K. Baum on financing the Fire Station and they are
19 beginning to work on different financing methods. A fire station is something the City collects
20 impact fees on but it cannot be built based on borrowing impact fees because they are too volatile.
21 As a result, lenders will not use impact fees as a source of funds. It is, however, what actually
22 pays for the building over time as impact fees are collected. George K. Baum will likely do a
23 lease similar to what was done on City Hall so that by the time they need to borrow funds to build
24 the fire station; City Hall will be completed and can be used as an asset to cross-collateralize with
25 the fire station. Every building the City constructs in the future will be part of the LBA and used
26 to cross-collateralize other buildings.

27
28 Mr. Reid indicated that they have begun grading Parry Farms Park. The intent is to have the
29 parking lot completed shortly. They are close to going out to bid on the cement work for the play
30 courts, basketball courts, and pavilion. They are waiting to proceed with the restroom. City
31 Planner/Economic Development Director, Grant Crowell has been working to obtain a grant,

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1 which is difficult to achieve. They have omitted the restroom from the bid process in order to
2 exhaust the ability to obtain the grant. If obtained, the grant was expected to be a 50% match.
3 Mayor Timothy believed the County may help since it is right off of the Jordan River Parkway and
4 will benefit Jordan River Parkway.

5
6 Mr. Reid reported that there are a number of financing options for the RDA/EDA. As a result, an
7 RDA Board Meeting was expected to take place at the next City Council Meeting.

8
9 With regard to impact fees, Mr. Reid stated that all of the impact fees have been paid in full except
10 for the Road Impact Fee. As has been done in the past, Road Impact Fees are assessed and then it
11 would be left to the company to come back and conduct a study to show how the impact fee would
12 be justified. If they can show scientific data proving that the City-imposed impact fee is high, they
13 will consider reducing it. In the past, the City has also considered lowering it even more. With
14 the previous Summit Academy, all of the impact fees were waived because the roads surrounding
15 it were already built and the school was constructed before homes were built. Because it was an
16 asset to the community, it did not necessitate the upsize of any roads. The proposed building will
17 have a significant impact on the City and they are in the process of designing the road and
18 inserting infrastructure, sidewalk, curb, gutter, and park strip.

19
20 Mr. Reid reported on the trestle and stated that there have been major backups since school has
21 begun. The flow is fairly good from the trestle to the freeway. However, both directions coming
22 toward the trestle back up significantly and staff receives a lot of complaints. An officer went to
23 the trestle recently and performed traffic control as if the light were there. The proposed signal
24 will allow several cars from each side to pass through at once and then switch. The engineering
25 has been completed on the signal at an estimated cost of \$18,000. Mayor Timothy stated that
26 because of the high cost it will need to help with the tall loads getting stuck under the bridge. The
27 installation will go out to bid soon with the hope that it will be completed by the end of December.
28 Mr. Reid noted that approval had not yet been obtained from UDOT. He indicated that Tony Lau,
29 the UDOT Engineer that the City has been working with, will be resigning. The hope was to
30 complete it prior to his departure in the next few weeks. The desire was for the project to move
31 forward quickly.

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PLANNING SESSION

7. Planning Session.

Mayor Timothy reported that occasionally he gets complaints about the noise and dust from the gravel road on the far west side of the park. He received a complaint earlier in the day about the school traffic and the dust it creates for area residents. He wondered if they should pave the entire gravel portion along with the City Hall parking lot when it is done. The Council supported the proposal. It was recommended that the City Engineer prepare an estimate for review and approval by the City Council.

Police Chief, Andrew Burton, noted that his experience with new schools is that the first day is always a challenge. He discussed the level of police the City should have now and in the future. An analysis was to be performed with the first area to be discussed being the patrol workload. They will analyze the calls for service in Bluffdale and the number of cases generated in the City. He looked at the calls for service, case reports, and response times over a four to five-year period and the differences year to year. They will also look at the number of calls for service for the number of case reports required per officer per year. One of the other indicators is the response time of patrol officers on calls. That is divided into Priority 1 and all other calls. They will look at that data from year to year and determine if any trends are developing. They will also look at calls by type and the number of arrests, citations, and accidents to see if any trends exist. The investigations workload will next be studied. The number of cases investigated will be compared year to year along with the number of cases completed. The quality of investigations will also be analyzed. Chief Burton stated that they will analyze calls for service by day, week, and time of day.

Mayor Timothy explained that a patrol officer's time is allocated as obligated and unobligated time. Neighborhood patrols and traffic enforcement take place during their unobligated time. The governing body needs to determine how best to provide the needed services and how much unobligated time they want officers to have. The Mayor stated that he gets a lot of complaints about speeders. Based on that, he stated that there is not enough time for officers to have

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1 unobligated time. At the most recent Meet the Mayor Meeting, all four present addressed the
2 issue of speeders. Chief Burton stated that there are various ways to address traffic enforcement.
3 He planned to make a presentation on that at the next City Council Meeting.

4
5 Mr. Reid recalled that when he first came to work for the City, there was an average of seven calls
6 per day in Bluffdale. They were with the County Sheriff at the time and officers in Kearns
7 received 19 to 26 calls per shift. Mayor Timothy stated that based on those numbers, they
8 expected to get a maximum of 1,000 calls per year. Their first year they received about 2,600
9 calls. Chief Burton stated that currently the City averages 19 calls per day.

10
11 **8. Closed Meeting Pursuant to Utah Code §52-4-205(1) to Discuss the Character,**
12 **Professional Competence, or Health of an Individual, Collective Bargaining, Pending**
13 **or Imminent Litigation, Strategies to Discuss Real Property Acquisition, Including**
14 **Any Form of a Water Right or Water Shares, Security Issues, or any Alleged**
15 **Criminal Misconduct.**

16
17 **Justin Westwood moved to go into closed meeting pursuant to Utah Code §52-4-205(1) to**
18 **discuss the character, professional competence, or health of an individual, collective**
19 **bargaining pending or imminent litigation, strategies to discuss real property acquisition,**
20 **including any form of water right or water shares, security issues, or any alleged criminal**
21 **misconduct. Ty Nielsen seconded the motion. Vote on motion: The motion passed with the**
22 **unanimous consent of the Council.**

23
24 The City Council was in Closed Session from 8:20 p.m. to 8:23 p.m.

25
26 **James Wingate moved to adjourn the closed session and convene the Regular Business**
27 **Meeting. Justin Westwood seconded the motion. The motion passed with the unanimous**
28 **consent of the Council.**

29
30 **James Wingate moved to go into closed session to discuss the character and professional**
31 **competence or health of an individual. Justin Westwood seconded the motion. The motion**
32 **passed with the unanimous consent of the Council.**

33
34 The City Council was in Closed Meeting from 8:23 p.m. to 10:08 p.m.

DRAFT – FOR DISCUSSION PURPOSES ONLY

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

1
2 **Justin Westwood moved to adjourn the closed session and convene the Regular Meeting. Ty**
3 **Nielsen seconded the motion. The motion passed with the unanimous consent of the Council.**

4
5 **9. Adjournment.**

6
7 **Justin Westwood moved to adjourn. Ty Nielsen seconded the motion. The motion passed**
8 **with the unanimous consent of the Council.**

9
10 The City Council Meeting adjourned at 10:10 p.m.

11
12
13
14 _____
15 Wendy L. Deppe, CMC

16 City Recorder:

17
18 Approved: _____

DRAFT - FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
CLOSED MEETING MINUTES
Wednesday, August 24, 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 Vaughn Pickell, City Attorney
10 Grant Crowell, City Planner/Economic Development Director
11 Dan Tracer, Assistant City Engineer
12 Bruce Kartchner, Finance Director
13 Wendy Deppe, City Recorder
14

15 At approximately 8:20 p.m. Mayor Derk Timothy called the meeting to order.
16

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

22 **Second:** Ty Nielsen seconded the motion.
23

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

26 The Council discussed closed session items relating to real property acquisition.
27

28 The City Council returned to the City Council chambers to resume the open portion of the meeting
29 at 8:23 p.m.
30
31
32
33

34 _____
35 Wendy L. Deppe, CMC
36 City Recorder

37 Approved: _____

**The City of Bluffdale
REGULAR CITY COUNCIL MEETING**

**Closed Meeting Minutes
August 24, 2016**

**Bluffdale City Fire Station
14350 South 2200 West
Bluffdale, Utah 84065**

CLOSED MEETING CERTIFICATE

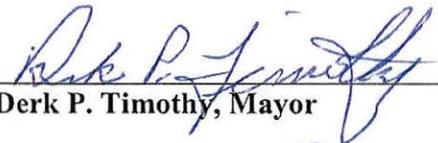
Council Member James Wingate **MOVED** to meet in Closed Session pursuant to Utah Code §52-4-205(1) to discuss the character, professional competence, or physical or mental health of an individual at 8:23 p.m. Council Member Justin Westwood **SECONDED** the motion. Mayor Timothy called for discussion on the motion. There being none, he called for a roll-call vote. The vote was as follows: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, and Boyd Preece-Aye. All members of the City Council present voted and the motion carried by a unanimous vote.

There were no others present at the Closed Session.

CLOSED SESSION

I, Derk P. Timothy, Mayor of the City of Bluffdale, do hereby certify that a meeting of the City Council held on August 24, 2016, was closed to discuss the character, professional competence, or physical or mental health of an individual, wherein no other items were discussed.

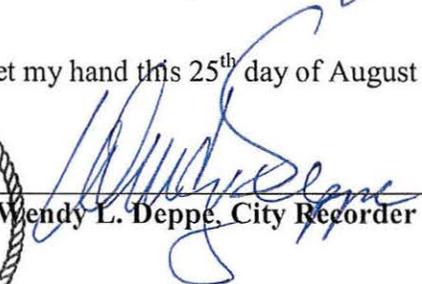
Council Member Justin Westwood **MOVED** to adjourn the Closed Session at 10:08 p.m. Council Member Ty Nielsen **SECONDED** the motion. Mayor Timothy called for discussion on the motion. There being none, he called for a roll-call vote. The vote was as follows: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, and Boyd Preece-Aye. **The motion passed unanimously.**



Derk P. Timothy, Mayor

IN WITNESS WHEREOF, I have set my hand this 25th day of August 2016.





Wendy L. Deppe, City Recorder



Memo

Date: September 6, 2016

From: Michael Fazio

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Iron Horse Plat C Subdivision Preliminary Acceptance

City Engineering/Public Works has inspected the Iron Horse Plat C subdivision 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 September 15, 2016.

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



Memo

Date: August 29, 2016

From: Leonard Hight *LH*

To: Michael Fazio

RE: Iron Horse phase C acceptance

Michael, I have verified all items on the punch list dated August 23, 2016, have been completed. I have gathered all testing documents and conducted oversite testing. All testing has been filed.

I recommend we accept this phase and start the warranty.



Memo

Date: September 6, 2016

From: Michael Fazio

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Palisade Acres –Final Acceptance

City Engineering/Public Works, after a two year warranty period, has inspected the Palisade Acres Subdivision improvements and verified the standards and 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 \$159,858 (minus any related costs).



Memo

Date: August 29, 2016

From: Leonard Hight 

To: Michael Fazio

RE: End of Warranty Palisade Acres

All punch list items dated September 11, 2015 have been completed and verified.

I recommend we accept the subdivision and release the bond.



Memo

Date: September 8, 2016

From: Michael Fazio

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Deer Orchard Cove - Final Acceptance

City Engineering/Public Works, after a one year warranty period, has inspected the Deer Orchard Cove Subdivision improvements and verified the standards and performance. There were no end of warranty issues 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 \$517 (minus any related costs).



Memo

Date: September 8, 2016
From: Leonard Hight
To: Michael Fazio
RE: Deer Orchard Cove end of warranty

Michael, a walkthrough was conducted for the end of warranty on Deer Orchard Cove. There were no punch list items found.

I recommend we accept this subdivision and release the warranty and the bond.



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Work Load Study/Staffing Needs

*Bluffdale City Council
August 2016*



Presented by Chief Andrew Burton



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Quality Service is the Goal

Proactive or Reactive?

The Difference is Manpower

BLUF: Workload analysis suggests some additional manpower is needed.



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Considerations *by Priority* for Patrol Manning

Officer Safety – Some Calls Require Two or More Officers

Liability – Failure to Provide Manpower Can Bring Liability

Community Feeling of Safety – Seeing Officers on Patrol

Call Load - Calls for Service, Reports and Investigations

Response Time - Standard is Less than 7 Minutes for Priority 1 Calls

Considerations for Investigations Manning

Case Load - Are We Able to Keep Up?

Solve Rate - Do We Have the Time to Conduct Quality Investigations?



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

How a Patrol Officers Time is Spent

Obligated Time:

Handling Calls (Response, Investigation, Reports, Camera Downloads)*
Administrative (Personnel, Training, Meetings, Maintenance)

Unobligated Time:

Traffic Enforcement (School Zones, Neighborhood Speed Complaints)
Community Support (Tours, Presentations, DARE)
Neighborhood or Business Patrol

* Easily Measurable in Numbers But Not in Time Spent



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

BLUFFDALE POLICE

CALLS FOR SERVICE

2011	5095	
2012	5693	(12% Increase)
2013	5275	(7% Decrease)
2014	5516	(5% Increase)
2015	5796	(5% Increase)
2016	6790	(17% Increase)

BLUFFDALE POLICE

INCIDENTS w/"FIRST REPORTS"

2011	2122	
2012	2330	(10% Increase)
2013	2248	(3% Decrease)
2014	2555	(14% Increase)
2015	3325	(30% Increase)
2016	3642	(10% Increase)

2014 to 2015 TRENDS

Agency Assist: +78%
 Citizen Assist: +23%
 Parking Problem: +76%
 Disturbance: +368%
 Domestic: +76%
 Drug Off: +42%
 Fraud: +21%
 Mental Subject: +275%
 Juvenile Problem: +25%
 Weapons Offense: +13%
 Trespassing: +46%
 Citizen Assist: +22%
 Harassment: +33%
 Sex Offense: -45%
 Traffic Accident: +36%
 Vehicle Impound: -50%

2015 to 2016 TRENDS

Disturbance: +60%
 Vandalism: +59%
 Drug Off: +80%
 Fraud: +54%
 Mental Subject: +36%
 Juvenile Problem: +60%
 Weapons Offense: +76%
 Sex Offense: +120%
 Trespassing: +26%
 Vehicle Impounds: +100%
 Traffic Offense: +76%
 Burglary: -27%
 Suspicious Person: -20%
 Threats: +35%

In addition to the 3325 First Reports in 2015, there were about 1600 Supplement Reports completed.



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

BLUFFDALE POLICE

CITATIONS LAST 4 YEARS

Year	# Citations	% Change
2012	1043	
2013	1068	+2%
2014	878	-18%
2015	935	+6%
2016	1350	+44%

BLUFFDALE POLICE

ACCIDENTS LAST 4 YEARS

Year	# Accidents	% Change
2012	167	
2013	169	+1%
2014	147	-13%
2015	210	+43%
2016	194	-8%

FULL TIME SWORN MANNING

Year	# Patrol	Total #
2012	5	6.5
2013	5	6.5
2014	5	7
2015	6	8

BLUFFDALE POLICE

ARRESTS LAST 4 YEARS

Year	# Arrests	% Change
2012	308	
2013	263	-14%
2014	268	+2%
2015	206	-24%
2016	250	+21%

BLUFFDALE POLICE

RESPONSE TIMES - AVERAGE

Priority 1

Year	Average Response Time
2012	8:03
2013	7:51
2014	7:43
2015	8:10
2016	8:47

All Other Priorities

Year	Average Response Time
2012	8:42
2013	8:36
2014	8:31
2015	10:22
2016	9:20



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

Analysis: *The increase in calls for service and reporting requirements reduce the “unobligated time” each patrol officer has, resulting in a decrease in proactive operations.*

Calls for Service Per Officer Per Year:

2012 – 1138
2013 – 1055 (-7%)
2014 – 1096 (+4%)
2015 – 962 (-13%)
2016 – 1130 (+17%)

First Reports Per Officer Per Year*:

2012 – 466
2013 – 449 (-4%)
2014 – 511 (+14%)
2015 – 554 (+8%)
2016 – 608 (+10%)

** Does not include Supplement Reports*

Adding one patrol officer would get BDPD to 968 calls per year per officer and 521 reports per year per officer. Adding two patrol officers would handle the workload and provide for more proactive capability.

Patrol Staffing in Bluffdale:

Current: 6 Patrol Officers

Ideal: 8 Patrol Officers



Saratoga Springs Police Department

Serving Saratoga Springs and Bluffdale Cities

<u>INVESTIGATIONS</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016*</u>	<u>% +</u>
Cases Assigned	287	409	673	833	+24%
Cases Completed	203	483	699	833	+19%
Cleared by Arrest	302	220	208	250	

***2016: Projections**

Investigations Staffing in Bluffdale

Current Staffing:

- 1 x Sergeant (*Also has "Precinct Duties"*)
- 1 x Full Time Detective
- 1 x Reserve Detective (*5 hours per week*)

Ideal Staffing:

- 1 x Sergeant (*Continues with "Precinct Duties" but only handles cases as necessary*)
- 2 x Full Time Detectives



REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Jennifer Robison, Senior Planner
Date: 8 September 2016
Business Date: 14 September 2016
Subject: Zone Map Amendment for 4.66 acres located at 15200 South Pony Express Road from HC Heavy Commercial to GC-1 General Commercial to allow storage units to be developed on the proposed property.
Staff Presentation: Jennifer Robison

RECOMMENDATION: To approve the Zone Map Amendment Application as recommended by the Planning Commission on September 7, 2016.

BACKGROUND:

The 4.66 acres is a small portion of the overall area planned as Future Commercial for the Independence at the Point project. The applicant addressed the Planning Commission on March 27, 2015 to amend the zoning from SG-1 Sand and Gravel and received approval for the HC Heavy Commercial zoning by the City Council on April 22, 2015 when the applicant had a potential buyer for the property requesting commercial uses. The buyers eventually chose an alternative site in Bluffdale. The applicant has another potential buyer for the property at this time and is proposing storage units to be developed on this site. Storage units are not an allowed use in the Heavy Commercial zone, but are allowed as a conditional use in the General Commercial zone.

The City Council also adopted new standards for storage units in Title 11-16-26 of the City Code including the style, design, landscaping and other requirements to be addressed with a future Site Plan Application if zoning is approved.

The Planning Commission recommended approval with the following findings:

1. That the application complies with the General Plan for commercial uses for the subject property.
2. That the application complies with the Independence at the Point Development Agreement for development of property.
3. That the development of the subject property will provide opportunities to the City to provide necessary road connections and infrastructure to support future development consistent with the Bluffdale City Master Transportation Plan and Vehicular Circulation Master Plan of the Independence at the Point project.

PREVIOUS ACTIONS

- September 7, 2016: Planning Commission conducted a public hearing and recommended approval of the application 5-0.
- March 27, 2015: City Council zoned proposed property from SG-1 Sand and Gravel to HC Heavy Commercial.

SUPPORTING DOCUMENTS

- DRC Staff Report for Planning Commission – Dated September 2, 2016
- Map and Use Table (shown for comparison of uses only – not all uses are listed)



Development Review Committee

14175 South Redwood Road

Bluffdale, UT 84065

801.254.2200(o) 801.446.8642(f) TTY 7-1-1

STAFF REPORT

02 September 2016

To: City of Bluffdale Planning Commission

Prepared By: Jennifer Robison, Senior Planner

Re: Zoning Map Amendment from HC Heavy Commercial to GC-1 General Commercial

Application No.: 2016-35

Applicant: Nate Shipp/4 Independence, LLC

Location: 15200 South Pony Express Road

Acreage: 4.66 acres

General Plan: Regional Commercial

Requests: To amend the City of Bluffdale Zoning Map from HC to GC-1

SUMMARY & BACKGROUND

The applicant currently owns the property located at 15200 South Pony Express Road. The property is within the boundary of the Independence at the Point Master Plan (IP) and identified as Future Commercial on the Comprehensive Land Use Master Plan exhibit to the Development Agreement (DA) approved on November 27, 2012.

The 4.66 acres is a small portion of the overall area planned as Future Commercial for the Independence at the Point project. The applicant addressed the Planning Commission on March 27, 2015 to amend the zoning from SG-1 Sand and Gravel and received approval for the HC Heavy Commercial zoning by the City Council on April 22, 2015 when the applicant had a potential buyer for the property requesting commercial uses. The buyers eventually chose an alternative site in Bluffdale. The applicant has another potential buyer for the property at this time and is proposing storage units to be developed on this site. Storage units are not an allowed use in the Heavy Commercial zone, but are allowed as a conditional use in the General Commercial zone.

The City Council also adopted new standards for storage units in Title 11-16-26 of the City Code including the style, design, landscaping and other requirements to be addressed with a future Site Plan Application if zoning is approved.

ANALYSIS

The Bluffdale City General Plan supports commercial uses for this area identified as Regional Commercial land use designation on the General Plan Map. With the approval of the DA for the Independence project, commercial uses are anticipated for this area consistent with the General Plan and designation of General

Commercial zoning. The consideration for the Planning Commission is for the Zoning Map Amendment from the current zoning of Heavy Commercial to General Commercial for this application. Applications for Preliminary and Final Subdivision Plat, Permitted or Conditional Use, and Site Plan will be considered at a future date(s). The request is consistent with the DA and overall City ordinances.

Location and Infrastructure Analysis. The subject property is accessed by a state frontage road and City road which has utilities available to serve the property and can potentially accommodate a variety of commercial uses with appropriate site and engineering designs.

Approval Criteria and Process. Zoning Map amendments are a legislative decision of the City Council, after receiving a recommendation from the Planning Commission. Broad discretion is given to the City Council when making zoning decisions. Compliance with the general plan, adequate infrastructure, land use rights, and neighborhood compatibility are all valid considerations when making zoning decisions. Adequate findings in support of a positive or negative outcome are recommended for the application.

RECOMMENDATION ON PROPOSED MAP CHANGES

Staff recommends approval of the Zoning Map Amendment Application 2016-35, based on the following findings:

1. That the application complies with the General Plan for commercial uses for the subject property.
2. That the application complies with the Independence at the Point Development Agreement for development of property.
3. That the development of the subject property will provide opportunities to the City to provide necessary road connections and infrastructure to support future development consistent with the Bluffdale City Master Transportation Plan and Vehicular Circulation Master Plan of the Independence at the Point project.

MODEL MOTIONS FOR MAP CHANGES

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Zoning Map Amendment Application 2016-35, based on the findings presented in the staff report dated September 2, 2016, *(and as modified by the additional or revised findings):*”

1. List any additional findings...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Zoning Map amendment, application 2016-35, based on the following findings:”

1. List all findings...



HERITAGECREST WY

GALLANT DR

FREEDOM POINT WY

PORTER ROCKWELL BLVD

INVERLEITH CV

SKYFALL DR

WHITE HART LN

ROYAL MILE RD

Plat J

Future Commercial

MOUNT JORDAN PIT

PONY EXPRESS RD

INTERSTATE 15

INTERSTATE 15

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2016-___

AN ORDINANCE AMENDING THE BLUFFDALE CITY OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 4.66 ACRES OF LAND LOCATED AT 15200 SOUTH PONY EXPRESS ROAD, BLUFFDALE CITY, STATE OF UTAH, FROM HEAVY COMMERCIAL (HC) TO GENERAL COMMERCIAL (GC-1).

WHEREAS the subject property was approved and complies with the Independence at the Point Master Plan (IP) and Development Agreement which allows the rezoning of property within the development consistent with the Project Plan;

WHEREAS the Bluffdale City General Plan identifies this area for commercial uses which is consistent with the General Commercial (GC-1) Zone;

WHEREAS the future development of the subject property will provide opportunities to the City to provide necessary road connections and infrastructure to support future development consistent with the Bluffdale City Master Transportation Plan and Master Plan of the Independence at the Point project.

WHEREAS the proposed changes will not be detrimental to the health, safety, or general welfare of persons or property within the area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH:

Section 1. Official Zoning Map Amendment. The Bluffdale City Official Zoning Map is hereby amended to change the zoning designation from Heavy Commercial (HC) to General Commercial (GC-1) for approximately 4.66 acres of property within the City of Bluffdale, located at 15200 South Pony Express Road as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. Effective Date. This Ordinance shall take effect upon recording in the office of the City Recorder, publication, posting, or thirty (30) days after passage, whichever occurs first.

APPROVED, ADOPTED AND PASSED and ordered published by the Bluffdale City Council, this 14th day of September, 2016.

CITY OF BLUFFDALE

Mayor

ATTEST: [SEAL]

Wendy Deppe
Bluffdale City Recorder

Council members	Voting:	
	AYE	NAY
Alan Jackson	_____	_____
Ty Nielsen	_____	_____
Boyd Preece	_____	_____
Justin Westwood	_____	_____
James Wingate	_____	_____

EXHIBIT A

Legal Description

Independence at the Point, Plat J

A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PHASE 2, BLUFFDALE HEIGHTS COMMERCIAL PARK SUBDIVISION, SAID POINT BEING LOCATED S89°39'39"E ALONG THE SECTION LINE 437.36 FEET AND SOUTH 1388.40 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SUBDIVISION THE FOLLOWING (5) FIVE COURSES; N17°30'08"E 59.14 FEET; THENCE ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT 71.30 FEET THROUGH A CENTRAL ANGLE OF 5°50'10" (CHORD: N20°25'13"E 71.27 FEET); THENCE ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT 72.27 FEET THROUGH A CENTRAL ANGLE OF 92°00'55" (CHORD: N69°20'45"E 64.75 FEET); THENCE ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT 63.98 FEET THROUGH A CENTRAL ANGLE OF 13°19'49" (CHORD: S71°18'42"E 63.84 FEET); THENCE S77°58'36"E 389.71 FEET; THENCE S30°08'53"W 131.59 FEET; THENCE ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT 191.59 FEET THROUGH A CENTRAL ANGLE OF 13°43'18" (CHORD: S37°00'32"W 191.13 FEET); THENCE S43°52'11"W 298.58 FEET; THENCE ALONG THE ARC OF A 530.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S59°14'24"W) TO THE LEFT 322.23 FEET THROUGH A CENTRAL ANGLE OF 34°50'05" (CHORD: N48°10'39"W 317.29 FEET); THENCE N65°35'41"W 4.07 FEET; THENCE ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT 7.85 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N20°35'41"W 7.07 FEET); THENCE N24°24'19"E 115.72 FEET; THENCE ALONG THE ARC OF A 354.00 FOOT RADIUS CURVE TO THE LEFT 42.65 FEET THROUGH A CENTRAL ANGLE OF 6°54'11" (CHORD: N20°57'13"E 42.62 FEET); THENCE N17°30'08"E 75.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.66± ACRES

Property Location
Independence at the Point, Plat J





Legal Department
14350 South 2200 West
Bluffdale, UT 84065
(801) 254-2200 Fax (801) 253-3270

To: Mayor and City Council Members
From: Vaughn R. Pickell, AICP, City Attorney
Date: September 8, 2016
Re: Simple Products Development Agreement

Mayor and City Council Members:

Simple Products Corporation has applied to amend the Aclaime at Bluffdale development agreement (Market Place). Presently, the Developer's property is designated "commercial." The "Developer is a light industrial company that has both retail sales and online sales and its intended use for the property more closely mirrors a light industrial/mixed use designation rather than a commercial designation." (Proposed Dev. Agr. ¶ K). The proposed project plan, attached as an exhibit to the development agreement amendment, sets forth the concept plan for the development.

The City is currently under contract to sell some surplus property to Simple Products. The property was not needed for the ultimate intersection design and improvements at 14600 South and Porter Rockwell Boulevard. The proposed agreement takes this property into account. Therefore, if the Council approves the proposed development agreement, I recommend that it do so "subject to Simple Products acquiring all of the curve property."

Sample Motions

I move to approve a Resolution Authorizing Execution of an Amended Development Agreement with Simple Products Corporation subject to Simple Products Corporation acquiring all of the curve property.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2016-

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED DEVELOPMENT AGREEMENT WITH SIMPLE PRODUCTS CORPORATION.

WHEREAS on February 11, 2014, the City of Bluffdale (“City”) and BLR Development, Inc., BLC Investment, LLC, L.H. Perry Investments, LLC, and Quest Development Company, LLC, entered into a development agreement with the City of Bluffdale for the Aclaime at Independence (Bland Property/Rockwell Neighborhood) (“Market Place Development Agreement”);

WHEREAS Simple Products Corporation (“Developer”) has purchased a portion of the Market Place project and now desires to amend the Market Place Development Agreement to accommodate Developer’s business, “a light industrial company that has both retail sales and online sales,” and the “intended use for the [Developer’s property] more closely mirrors a light industrial/mixed use designation rather than a commercial designation”;

WHEREAS the parties to the attached Amended Development Agreement for Aclaime at Independence desire to memorialize the terms of the agreement between them; and

WHEREAS the Bluffdale City Council finds that proposed agreement will further the public health, welfare, and safety;

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

Section 1. Authorization to Execute Amended Development Agreement. The City Council hereby authorizes and directs the Mayor to execute the Amended Development Agreement in substantially the same or similar form attached hereto.

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

PASSED AND APPROVED: September 14, 2016.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council:

Yes No

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

AMENDED DEVELOPMENT AGREEMENT
FOR
ACLAIME AT INDEPENDENCE
(Affecting a portion of BLAND PROPERTY/ROCKWELL NEIGHBORHOOD)

THIS AMENDED DEVELOPMENT AGREEMENT FOR ACLAIME AT INDEPENDENCE (BLAND PROPERTY/ROCKWELL NEIGHBORHOOD) (“Agreement”) is made and entered into this ___ day of _____, 2016 (the “Effective Date”), by and between City of Bluffdale, a Utah municipal corporation (“City”) and Simple Products Corporation, a Utah corporation (“Developer”) as successor in interest to the prior developer, BLR Development, Inc., a Utah corporation and BLC Investment, LLC, a Utah limited liability company; (“Owners”). As used hereafter, the term “Developer” includes the Permitted Transferee, Simple Products Corporation, the new owner of a commercial parcel identified in that certain Amended and Reinstated Development Agreement recorded in the office of the Salt Lake County Recorder on February 25, 2014, and identified in the attached legal descriptions.

R E C I T A L S

A. Developer is the owner of approximately 17.45 acres of ground within the City which was previously referred to as “The Bland Property” which consisted of a larger tract of approximately 44.3 acres of ground. The 17.45 acres is more particularly described in Exhibit A.

B. The “Bland Property” is part of a larger project within the Independence Project which was indirectly owned by Aclaime Bluffdale, LLC, an affiliate of BLC Investment, LLC, and BLR Development, Inc., and is known as “Aclaime at Independence” (the “Aclaime at Independence Project” or “Aclaime at Independence Property”).

C. The City and Artemis Investments, LLC, (the “Original Developer”), entered into a certain Development Agreement for Independence at Bluffdale (the “Original Development Agreement”) dated December 11, 2007, (the “Original Effective Date”). The Original Development Agreement was amended pursuant to a First Amendment to Development Agreement dated March 11, 2008 (the “First Amendment”) and that certain Second Amendment to Development Agreement dated May 3, 2011 (the “Second Amendment”). The Original Development Agreement, the First Amendment and the Second Amendment have been collectively referred to and may be referred to herein as the “Artemis Development Agreement.”

D. The Artemis Development Agreement related to the development of the Independence Property located within the City and situated between the Union Pacific Railroad right of way on the west and the Pony Express Road on the east, 14600 South on the north and the Geneva gravel pit on the south, all are more particularly described in the Artemis Development Agreement. The “Bland Property,” a portion of which is the subject of this amendment, is part of that Independence Property.

E. There is an existing Development Agreement with the City, governing the use and development of the parcels described herein.

F. The “Bland Property” was also part of a larger group of parcels, referred to in the Artemis Development Agreement as the “Rockwell Neighborhood,” which was comprised of 73 acres and included 17.5 acres of commercial, 40.1 acres of residential and 15.4 acres of open space (“Rockwell Property”).

G. Since execution of the Artemis Development Agreement, the rights thereunder have been transferred to parties other than the Original Developer.

H. On or about January 14, 2013, Aclaime Bluffdale, LLC, acquired the “Bland Property.” Aclaime Bluffdale, LLC, had the rights to develop the Bland Property and desired to do so in accordance with the terms and conditions set forth in an Amended and Restated Development Agreement recorded February 2, 2014, in the office of the Salt Lake County Recorder.

I. Concurrent with the adoption of this Agreement, the Parties desire to approve a new plan and amend the current Development Agreement relating to a portion of the Bland Property only, in the form attached hereto and incorporated herein as Exhibit B (the “Rockwell Ridge Business Park”), which includes design guidelines relating to the subject Property (the “Design Guidelines”).

J. The original Bland Project Plan establishes the use, maximum permitted density, proportion of unit types, and general configuration of the Bland Property, subject to applicable City Ordinances, defined below. Notwithstanding the foregoing, the parties deem that the Bland Project Plan is general in nature and is subject to refinement through further processing of the individual phases (collectively, “Phases,” and individually as “Phase”) of the Bland Property from time to time based on the Developer’s more precise engineering studies required with each final plat submitted for review and approval by the City. For purposes of this Agreement, a “Phase” shall constitute a specific area of the Bland Property that the Developer intends to develop at one time. While the Bland Project Plan is general in nature, the rights granted herein with respect to the Bland Property are previously vested as set forth in prior Agreements.

K. At present, the Property owned by Developer is designated commercial in the Marketplace Development Agreement and Project Plan of February 2014. Developer is a light industrial company that has both retail sales and online sales and its intended use for the Property more closely mirrors a light industrial/mixed use designation rather than a commercial designation.

L. Concurrent with the adoption of this Agreement, the Parties desire to approve a new concept plan related to the subject property only, in the form attached hereto and incorporated herein as the Rockwell Ridge Business Park (the “Rockwell Ridge Business Park Plan”).

M. The City has authority to enter into this Agreement pursuant to Section 10-9a-102(2) of the Utah Code and Section 1-29-1 of the Bluffdale City Code, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of Rockwell Ridge Business Park Plan in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances, rules and regulations, land use policies and legislative approval conditions.

N. This Agreement is consistent with, and all preliminary and final plats within the Project are subject to and shall conform with the City's General Plan, Land Use Ordinance, and City Subdivision Ordinance ("the Subdivision Ordinance"), and any permits issued by the City pursuant to City Ordinances, regulations, and the City of Bluffdale Standard Drawings and Specifications (except as modified by the Rockwell Ridge Business Park Plan).

O. The Parties intend to be bound by the terms of this Agreement as set forth herein, and the Parties intend that this Agreement supersede all prior Development Agreements to the extent set forth herein, and not with respect to any other property subject to the prior Development Agreements. All other agreements shall continue in full force and effect with respect to all other real property described therein and to this Property to the extent not modified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Property Development. Subject to City Council approval, the Project, which consists of the 17.45 acres identified previously herein and as more particularly set forth in attachments hereto, shall be developed consistent with a project plan attached hereto, Bluffdale Zoning Ordinance, the Bluffdale Subdivision Ordinance, all other applicable city ordinance, the Bluffdale Standard Drawings and Specifications, all as adopted by the City and in existence as of the date of this Agreement ("City Ordinances") as well as design guidelines, project plans and the Agreement itself. For purposes of this Agreement, the term "Bluffdale Standard Drawings and Specifications" shall include the City's own standards as well as all adopted codes, including but not limited to the Utah State Construction Code, the Utah State Fire Code, American Association of State Highway Transportation Officials (AASHTO) standards, American Public Works (APWA) and American Water Works Association (AWWA) standards, as such standards exist and have been adopted by the City on the Effective Date.

3. Project Plan and Design Guidelines.

a. Approval of the Project Plan. The "Project Plan," attached hereto and incorporated herein as Exhibit B, establishes the land use and development rights for the Property and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Project Plan, Design Guidelines and City Ordinances. The

City's approval and execution of this Agreement grants the Developer the right to develop the Property and construct the Project in accordance with the uses approval processes, improvements and general configuration of development set forth in this Agreement, the Project Plan and the Design Guidelines. All Developer submittals must comply with the Design Guidelines and Project Plan. The Design Guidelines and Project Plan may be amended from time to time with the approval of the City Council and the Developer after receiving a recommendation from the Planning Commission as set forth in Section 3(b) below. Developer acknowledges and agrees that the Developer's ability to develop the Property according to the general configurations set forth in the Project Plan and Design Guidelines is contingent upon the Developer providing all engineering required by the City under the Subdivision Ordinance and the City's approval of such engineering in accordance with the City Ordinances.

b. Amendment to Project Plan or Design Guidelines. The Project Plan satisfies the concept plat requirement for the Project. If the Developer is seeking change from existing zoning to another use, the Developer shall be required to obtain an appropriate recommendation from the Planning Commission and approval from the City Council. Planning Commission recommendations and City Council approval of the amendment may require public hearings. For purposes of this Agreement, the Developer requests to: (i) change the width of a road within the Project identified in the Project Plan if a proposed road width in a preliminary or final plat differs from the road widths approved in the Design Guidelines and Project Plan, (ii) change the connection points of collector or major roads within the Project as identified in the Project Plan (i.e. changes in the location of intersections and connection points as opposed to changes in the location or alignment of collector or major roads), (iii) change the location of land uses within the Project (i.e. commercial to mixed use), and (iv) change of use shall constitute Major changes as defined in prior Development Agreements, and shall require approval by the City Council. All other changes shall be "minor changes", which shall only require approval of the City Managers or designee.

4. Subdivision of the Property. The Design Guidelines and Project Plan do not constitute a subdivision of the Property or any portion thereof. All subdivisions of the Property shall comply with the City Ordinances, Design Guidelines, Project Plan, and this Agreement. Subdivision plat approval, obtained in accordance with the provisions of the Mixed Use Ordinance and the relevant provisions of the Subdivision Ordinance, will be required for each subdivision plat. The Developer shall work with the City Staff to create the final plat and construction drawings for the Project. The City Staff shall submit the Developer's proposed preliminary and final plats to the Planning Commission for recommendation and the City Council for review and approval at such time as the Developer (i) has submitted a preliminary plat and construction drawings that comply with the Design Guidelines, Project Plan, this Agreement and City Ordinances and (ii) has received initial comments from the Bluffdale City Development Review Committee ("DRC") on its submissions, provided, however, that if the DRC identifies any significant design or engineering problems in the plat or construction drawings, the Developer shall be required to resolve such problems to the reasonable satisfaction of the DRC prior to having the Planning Commission or City Council review such plat and construction drawings. The Developer shall be entitled to apply for approval of the preliminary and final plats concurrently for a subdivision if such plats are documented and approved in accordance with City Ordinances.

Execution of this Development Agreement does not constitute final subdivision approval by the City which subdivision approval will be granted pursuant to City Ordinance and after appropriate hearings on the matter.

5. Development of the Property. The Property shall be developed by the Developer in accordance with the requirements contained herein:

a. Compliance with City Ordinances and Development Standards. The Property, all portions thereof, and each Phase shall be developed in accordance with this Agreement, the Design Guidelines and Project Plan, and the City Ordinances. Specifically, the Project Plan shall act as the concept plan for the Project, and the Design Guidelines establish the specific standards for the Project.

b. Density Requirements; Existing Property in the Project: The maximum number of commercial buildings, and square footage is as set forth in Exhibit B.

c. Roads and Traffic.

i. Street Plan. The general layout and location of public roads as depicted in the Project Plan constitute general guiding principles the Developer shall observe in establishing the layout and design for each Phase of the Project. All public roads shall provide service to the general areas depicted in the Master Street Plan and the Project Plan and shall be constructed consistent with City Ordinances including the widths set forth therein, unless changes are required by City Council, in which case roads may realign with approval of City Council on the advice and consent of City Staff. Final location of 14600 South Porter Rockwell Boulevard and any other public streets are subject to City staff and engineering input including compliance of City Ordinances and City Engineers review and approval. Signage and traffic signals relating to roads constructed by the Developer shall comply with the City Ordinances. Except as otherwise provided in the Design Guidelines and Project Plan or in this Agreement, the Project shall be designed and constructed according to the Design Guidelines and Project Plan, and the asphalt and road base requirements set forth in the City Ordinances as of the Effective Date. The Developer agrees to use commercially reasonable efforts to work with the City, the canal companies, UDOT, and all other appropriate entities including utility companies to coordinate the alignment of roads accessing the Property.

ii. Road Dedications. The roads designated in the Project Plan as public roads shall be dedicated to the City or to UDOT as the case may be and shall be constructed by the Developer according to the Design Guidelines and Project Plan and the asphalt and road base requirements set forth in the City Ordinances as of the Effective Date or as otherwise required by UDOT.

d. Architectural Requirements; Design Guidelines. Attached to this Agreement as Exhibit B and incorporated herein are the Design Guidelines for the Property, which are consistent with the standards set forth in the Mixed Use Zone. All structures erected in the Project shall comply with the Design Guidelines.

e. Utilities and Infrastructure.

i. General. The Developer shall install or pay for the installation by the appropriate entity of the following utilities and infrastructure: roads, curb, gutter, sidewalks, natural gas, underground electrical service, telephone, cable, storm drain, flood control, sewer, and culinary water for each Phase when developed. In addition, the Developer shall install or pay for installation of a secondary water system. Installations shall be done in accordance with the City's design requirements and construction standards in existence as of the Effective Date, and the design and construction standards imposed by the relevant service provider, except as such standards or specifications are modified by the Design Guidelines or Project Plan. The Developer shall be responsible to pay for all required inspections of such improvements by the City (exclusive of any inspections involving third-party cable service providers).

ii. Culinary Water System Development. Developer shall install or pay for the installation of a culinary water supply system to serve the Property in accordance with the final plats submitted by the Developer and approved by the City, which shall include water transmission and distribution lines within the boundaries of the Property. The culinary water system shall connect to and become part of the City's water system, and shall comply with the City Ordinances.

iii. Storm Drain Facilities. The Developer shall install such on-site storm drains and detention ponds within Open Space as required by City Ordinances in existence as of the Effective Date, and indicated in the final plat for each Phase. Subsequent to the Developer's installation of storm drain improvements within the City and dedication of such improvements to the City, and the expiration of any warranty period, the City shall accept maintenance responsibilities for the storm drain infrastructure in the public street rights-of-way.

iv. Maintenance of Private Drives. The Developer or an owners' association shall assume full responsibility for the maintenance of any and all private drives in the Project owned by an owners' association or designated as common area. The Developer or an owners' association shall also assume full responsibility for snow removal within all private drives in the Project. The Developer or owners' association shall contract with a professional maintenance company for such responsibilities, and shall require the snow removal provider to not place snow from any private drive within any public right-of-way. If snow is placed in a public right-of-way, the City shall have the right to remove such snow and bill the relevant owners' association for the removal costs.

v. Secondary Water. The Developer shall construct a secondary water system and dedicate the amount of secondary water required by the City Ordinances to the City, to be held in co-ownership with the applicable owners' association, so the open space areas of the Project can be irrigated with secondary water.

vii. Dedication or Donation. The Developer shall dedicate to the City all public streets and public improvements in each Phase as such Phase is developed together with public utility easements as required by the City. The City shall accept such dedication as provided herein and agrees that the following dedication language shall be acceptable to the City:

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner(s) of all the hereon described tract of land hereafter known as _____, for good and valuable consideration received, does/do hereby dedicate and convey to Bluffdale City for perpetual use of the public, all parcels of land shown on this plat as a public roadway, and does/do hereby dedicate and convey to Bluffdale City and to each public utility providing utility services, non-exclusive easements for installation and maintenance of public utilities over, on under and across the utility easements as shown on this plat. This dedication is subject to any easements of record as of the date hereof.

6. Payment of Fees.

a. General Fees. The Developer, or the subject property owner, as applicable, shall pay to the City in a timely manner all required fees, including, but not be limited, to all subdivision processing and recording fees, and inspection fees, which are due or which may become due in the ordinary course pursuant to the City Ordinances. Such fees shall be based on the City's fee schedule as adopted and amended by City Ordinance from time to time. The Developer and all owners of any portion of the Property shall have a duty to pay all standard required fees assessed by the City in those amounts which are approved and in effect at the time the fees are actually paid to the City.

7. City Obligations. Subject to compliance with the terms of this Agreement by Developer, Permitted Transferees (as defined in Section 17 below) or Developer Affiliates (as defined in Section 17 below), the City agrees as follows:

a. Public Improvements. To maintain the public improvements associated with the Project and dedicated to the City following satisfactory completion thereof by the Developer, its Permitted Transferees or Developer Affiliates, and acceptance of the same by the City and commencement of the warranty period in the manner set forth in City Ordinance or rule.

b. Standard Services. To provide standard municipal services to the project including, without limitation, snow removal on public streets and police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City that are generally applicable to other similar properties in the City.

c. Culinary Water Service. To provide culinary water service after culinary water systems are constructed by Developer and inspected and approved by the City.

d. Secondary Water. To provide secondary water service after final plats are recorded and the Secondary Water System is constructed by the Developer and approved by the City, utilizing Draper Irrigation Company as the secondary water service provider.

e. Acceptance of Improvements. To maintain project and/or the Improvements dedicated to the City following satisfactory completion thereof by the Developer, a Permitted Transferee or Developer Affiliate, acceptance of the same by the City, subject to all applicable warranty work required by the Developer under the City's Subdivision Ordinance in existence as of the Effective Date.

8. Construction Standards and Requirements.

a. General. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances as of the Effective Date, the Design Guidelines, Project Plan and this Agreement. Prior to final City release of construction security for the infrastructure on any Phase of the Property, "as built" drawings in both hard copy and electronic format shall be provided without cost to the City. The electronic format of such "as-builts" shall be designated by the City. Improvements and landscaping for the Property shall be constructed at least to the level of the Design Guidelines and Project Plan. The Developer shall cause to be constructed public improvements, as indicated in this Agreement, the Design Guidelines and the Project Plan, as such improvements are required to provide necessary and customary access and municipal services to each Phase of the Property.

b. Security for Infrastructure. Security to guarantee the installation and completion of all public improvements located within the Property on a Phase-by-Phase basis for each final plat shall be provided by the Developer, Developer Affiliates or Permitted Transferees as required by the City Ordinances. The Developer, Developer Affiliates or Permitted Transferees shall provide an escrow bond for the final plat of the Project, which security shall be reduced periodically upon written request by the Developer and proportionately in a timely manner as such improvements are built by the Developer and are thereafter inspected and approved by the City, following the City's standard practice for such reductions, which inspection and approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Developer shall post revegetation/restoration security on passive Open Space areas as reasonably required by the City to secure completion of any required revegetation and restoration to passive Open Space areas constructed upon by the Developer.

c. Required Studies. The City may require further and/or updated soil and geological studies, which the City, in its sole and reasonable discretion, shall determine are necessary.

d. Indemnification and Insurance during Construction.

i. Developer Indemnification. The Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and

against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person (a) which shall occur within the Property during the Developer's construction of infrastructure improvements or occur in connection with any off-site work done for or in connection with the Property and (b) which shall be directly, substantially and proximately caused by any negligent or intentional acts of the Developer or its agents, servants, employers, or contractors. The Developer shall neither be responsible for (and such indemnity shall not apply to) the negligent or intentional acts of contractors who are not in the Developer's employ, nor to acts of third parties.

ii. Insurance. During the period from the commencement of work on the Property and ending on the date when all work is inspected and approved by the City, the Developer shall furnish or cause to be furnished to the City by general or subcontractors under the Developer's employ satisfactory certificates of liability insurance from reputable insurance companies evidencing commercial general liability insurance policies in the amount of at least \$1,000,000.00 single limit, naming the City as an additional insured. Developer shall maintain or require all contractors and other employers performing any work on the Property to maintain adequate general liability insurance, worker's compensation insurance and public liability coverage.

e. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other improvements upon any portion of the Property by the Developer, the Developer shall, at its expense, secure or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the Developer's work. The City shall reasonably cooperate with the Developer in seeking to secure such permits from other governmental entities, canal companies, and public or private utility companies.

f. Rights of Access. Representatives of the City shall have a reasonable right of access to the Property and any portion thereof during the period of any construction to inspect or observe any work or proposed development on the Property. For purposes of this provision, "reasonable right of access" shall mean access during normal business hours, or at other such times as necessary to inspect or observe work.

g. Compliance with Law. The Developer shall comply with all applicable federal, state and local laws pertaining to the Developer's activities in connection with the Property, and any Phase thereof.

h. Inspection and Approval by the City. The City may, at its option, perform periodic inspections and quality assurance tests of any public improvements, such as streets and utilities, being installed and constructed by the Developer or its contractors. No work involving excavations shall be covered until the same has been inspected by the City's representatives and the representatives of any other entities having jurisdiction over the particular improvements involved. The City shall promptly inspect any such excavations after notice by the Developer. The Developer shall warrant the materials and workmanship of all infrastructure

improvements installed by Developer for a period that is twelve (12) months, or as otherwise provided by Utah law, from and after the date of approval by the City of the improvements in that Phase and commencement of the warranty period. The City shall, at the time of acceptance and/or commencement of the warranty period, if requested by the Developer in writing, provide written confirmation of the date of acceptance and commencement of the warranty period for the improvements for each Phase, and written confirmation of the end of the warranty period.

i. Use and Maintenance during Construction. The Developer covenants and agrees that, during construction, it shall develop the Property for the uses set forth in the Design Guidelines and Project Plan, as restricted and limited by the Agreement. From the commencement of construction until the City's acceptance of infrastructure improvements constructed by the Developer and the commencement of the warranty period (the "Developer's Construction Period"), the Developer shall keep the subject portion of the Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall make its best efforts to contain its construction debris so as to prevent its scattering, due to reasonably anticipated events of wind and water. The Developer shall likewise keep the streets reasonably free from mud, snow, and erosion debris during the Developer's Construction Period.

9. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date of this Agreement Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible density, intensity, and general configuration of development established in the Design Guidelines and Project Plan, as supplemented by this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence as of the Effective Date.

b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

10. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder where due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the

default within that 60-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

i. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages as to the defaulting party.

ii. The right to withhold all further approvals, licenses, permits, including building permits, or other rights associated with the Project or development activity as described in this Agreement until such default has been cured.

ii. The right to draw upon any security posted or provided in connection with the Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

11. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Simple Products Corporation
 Brian Christensen
 138 E. 12300 S. #C-165
 Draper, UT 84020

With a copy to: James Dunn
 1108 West South Jordan Parkway Ste A
 South Jordan, UT 84095

To the City: City Manager
 Bluffdale City
 14350 South 2200 West
 Bluffdale, UT 84065

With a copy to: Vaughn Pickell
 Bluffdale City Attorney
 14350 South 2200 West
 Bluffdale, UT 84065

All Developer Affiliates and Permitted Transferees shall receive notice in the manner set forth in this Section, and their addresses shall be included in this Agreement at the time that they become parties to this Agreement. Any party may change its address for notice by giving written notice to the other party in accordance with the provisions of this Section.

12. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or the Project, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

c. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

d. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted).

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach, by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. No Third Party Rights. The obligations of the Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, the Developer and any Permitted Transferees or Developer Affiliates.

g. Further Documentation. This Agreement is entered into by the parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership; undertaking, business arrangement or fiduciary relationship between the City and the Developer.

i. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors in the ownership of any portion of the Property.

j. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

k. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

l. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement, the Design Guidelines, Project Plan and the City Ordinances.

n. Approval and Authority to Execute. Each of the parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Project has not been recorded in the Office of the Salt Lake County Recorder within ten (10) years from date of this Agreement (the "Term"), or upon the occurrence of an Event of Default that is not cured as set forth in this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer, a Permitted Transferee or Developer Affiliate, as the case may be).

ii. Any termination may be effected by the City by giving written notice of intent to terminate to the defaulting Party. Whereupon the defaulting Party shall have sixty (60) days during which such Party shall be given an opportunity to correct

any alleged deficiencies and to take appropriate steps to complete its Phase of the Project (or in the case of the Developer, the remainder of the Project). Such notice and cure period shall be in addition to any notice and cure period provided under Section 10, the "Default" Section, above. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. In the event of a default by a Party other than the Developer, the City shall provide a notice of default to the Developer upon the defaulting Party's failure to cure within the notice and cure period and the Developer shall have the right, but not the obligation, to cure such default(s) bring an additional thirty (30) day period or such additional time as reasonably necessary provided that the Developer commences and diligently pursues such cure within the 30-day period. In the event the defaulting Party fails to satisfy the concerns of the City with regard to such matters, and the Developer declines in writing to cure such default(s), the City shall be released from any further obligations under this Agreement to the specific defaulting Party and the same shall be terminated as to such defaulting Party.

iii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting Party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. This Agreement shall remain in full force and effect as to the non-defaulting Parties.

13. Developer's Assignment of Ownership or Development of Any Portion of the Project.

a. Assignment of Obligation to Construct the Infrastructure Improvements on Property. The Developer shall not assign its obligation to construct infrastructure improvements to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve an assignee, the City shall limit its inquiry to whether the proposed assignee has a sufficient amount of development experience and sufficient financial capacity to perform the obligations of the Developer under this Agreement. If the City does not object in writing to a proposed assignment within fifteen (15) calendar days of receiving the Developer's notice of a proposed assignment, the City shall be deemed to have provided consent hereunder. Nothing in this Section shall be construed as limiting the Developer's right to enter into a contract with an unaffiliated third party for the construction or installation of such infrastructure improvements on behalf of the Developer.

b. Sale or Transfer of Parcels or Lots by Developer after Completion of Project Improvements. The Developer shall not be required to notify the City with regard to the sale or transfer of any platted lot or parcel in the Property after completion of project improvements for a given Phase and purchasers of such platted lots and parcels shall not accede to any of the rights of the Parties hereto. Any conveyances to the City, an entity designated by the City, any other governmental entity or owners' association as contemplated in the Design

Guidelines and Project Plan and this Agreement shall also be exempt from any notice requirement to the City.

c. Transfer of All or Any Portion of the Property to an Affiliate. Nothing in this Agreement shall be construed as prohibiting the Developer from transferring all or any portion of the Property, or any of its obligations with regard to the construction of infrastructure improvements, to one or more affiliates of the Developer (each, a "Developer Affiliate"). Developer Affiliate means a legal entity whose members or shareholders include some of the same persons or entities as the members of the Developer. In such an event, the Developer shall be entitled to make such transfer upon written notice to the City, provided, that such Developer Affiliate(s) assume the obligations of the Developer under this Agreement that pertain to the property transferred, as evidenced by such Developer Affiliate(s) execution of an assignment and assumption agreement to that effect.

d. Developer's Control Over Remaining Property. In the event of a transfer or sale by the Developer of less than all of the Property, the Developer shall, nevertheless, retain exclusive control over the portions of the Property not sold or transferred, and the transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and the Developer may make any modifications thereto without notice to, or the consent of, any such transferee(s).

e. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

f. Transfer of Assets; Continuing Obligation. If the Developer sells or transfers all or any portion of the Property, then (i) the City shall require the purchaser of the assets to assume the Developer's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

14. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

15. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

16. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17. Priority and Subordination. The Developer agrees to use commercially reasonable efforts to obtain subordination from all lenders with liens senior to the encumbrance created by this Agreement on the Property.

18. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

“CITY”

CITY OF BLUFFDALE

By: _____

Derk Timothy

Its: Mayor

ATTEST:

City Recorder

“DEVELOPER”

SIMPLE PRODUCTS CORPORATION

By: _____

Its: _____

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of June, 2016 personally appeared before me, Derk Timothy, signer of the foregoing Amended Development Agreement, who duly acknowledged to me that he executed the same.

Notary Public

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of June, 2016 personally appeared before me, Brian Christensen, signer of the foregoing Amended Development Agreement, who duly acknowledged to me that he executed the same.

Notary Public

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Grant Crowell
Date: 8 September 2016
Business Date: 14 September 2016
Subject: Rockwell Ridge Business Park Project Plan – Amendment to Development Agreement Project Plan for Aclaime at Independence (Bland Property / Rockwell Neighborhood)
Staff Presentation: Grant Crowell
Applicant Presentation: Scott Carlston

RECOMMENDATION: To approve the Project Plan as an Exhibit to the amendment to the Aclaime at Independence Development Agreement.

BACKGROUND AND SUMMARY:

The proposal modifies the project plan for a portion of the Aclaime at Independence (Bland/Rockwell Neighborhood), which lies on the east side of Porter Rockwell Boulevard, south of 14600 S. The current, adopted version of the Project Plan for the subject area was adopted by the City Council as an exhibit to a Development Agreement on February 11, 2014.

In the 2014 Project Plan, the subject area was designated as commercial with restrictions on the land uses that did not allow light industrial type development. At the time of approval, the subject area was anticipated to be developed in a more retail type commercial development pattern, different from the industrial park type uses prevalent to the west in the City's Heritage Crest industrial park.

The proposed new provisions, exhibits, and concept plans in the attached Project Plan will control and replace the 2014 plans for the subject property. The applicant would like to create a more flexible development project by changing the allowed land uses in the Development Agreement and Project Plan to allow commercial and light industrial land uses and to increase the maximum building size to 60,000 square feet. Additionally, the proposal presents a conceptual site plan and design guidelines that will govern administrative site plan approvals in the future.

PREVIOUS LEGISLATIVE/CITY ACTION

-8/17/16: Planning Commission recommended approval, 3-2, with no additional findings.

SUPPORTING DOCUMENTS

- Planning Commission Staff Report
 - Proposed Project Plan
 - Proposed Development Agreement is with City Attorney Packet for this item
-



Planning Division
14175 South Redwood Road
Bluffdale, UT 84065
801.254.2200(o) 801.446.8642(f) TTY 7-1-1

STAFF REPORT
12 August 2016

To: City of Bluffdale Planning Commission
Prepared By: Grant Crowell, City Planner/Economic Development Director

Re: Rockwell Ridge Project Plan – Amendment to Project Plan for Aclaime at Independence (Bland Property / Rockwell Neighborhood)

Application No.: 2016-30
Applicant(s): Simple Products Corporation
Project Location: SE Corner of 14600 S and Porter Rockwell Boulevard
General Plan: Commercial
Zoning: Heavy Commercial* (as modified by the Amended and Restated Development Agreement for Aclaime at Independence (Bland/Rockwell Neighborhood))
Acreage: Approximately 17.45 acres
Request: Amended Project Plan approval for a portion of Aclaime at Independence (Bland/Rockwell Neighborhood)

SUMMARY & BACKGROUND

Summary. The proposal modifies the project plan for a portion of the Aclaime at Independence (Bland/Rockwell Neighborhood), which lies on the east side of Porter Rockwell Boulevard, south of 14600 S. The current, adopted version of the Project Plan for the subject area was adopted by the City Council as an exhibit to a Development Agreement on February 11, 2014.

In the 2014 Project Plan, the subject area was designated as commercial with restrictions on the land uses that did not allow light industrial type development. At the time of approval, the subject area was anticipated to be developed in a more retail type commercial development pattern, different from the industrial park type uses prevalent to the west in the City's Heritage Crest industrial park.

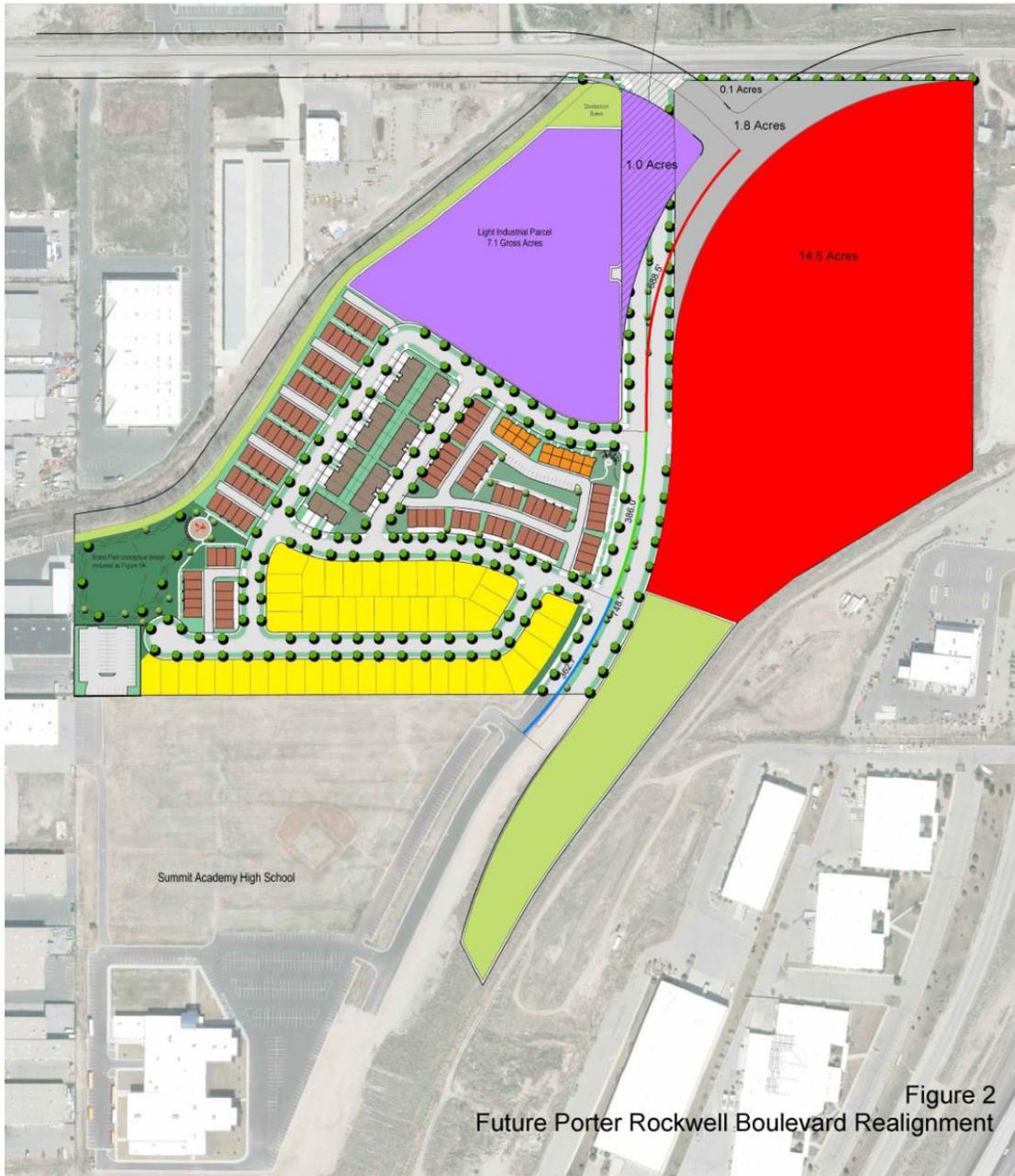
Background and Proposals. The subject property is part of a larger 44.3 acre area which was approved by the City Council on February 11, 2014, with a revised plan that replaced the original 2007 Independence Master Plan documents and requirements. The proposed new provisions, exhibits, and concept plans in the attached Project Plan will control and replace the 2014 plans for the subject property.

The applicant would like to create a more flexible development project by changing the allowed land uses in the Development Agreement and Project Plan to allow commercial and light industrial land uses

and to increase the maximum building size to 60,000 square feet. Additionally, the proposal presents a conceptual site plan and design guidelines that will govern administrative site plan approvals in the future. The following two exhibits illustrate the 2014 current, adopted land use plans for Bland/Rockwell (the eastern red portion is the subject property of this application):

2014 Approved Project Plan Showing Straight and Curved PRB Alignments





The following exhibit illustrates the current Project Plan submittal:

Draft Project Plan Amendment
 August 5, 2016
 Page 3

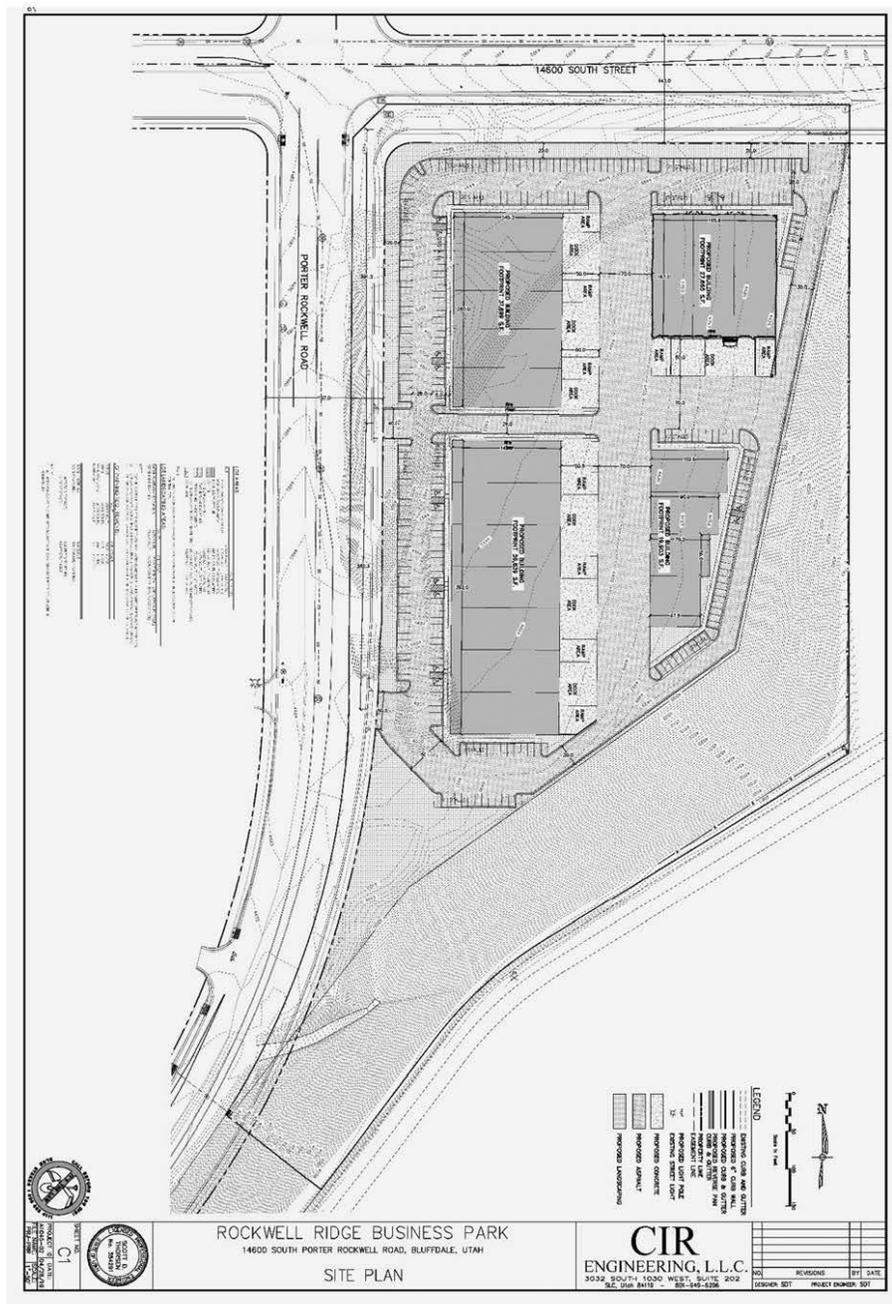


Figure 1 – Conceptual Site Plan

ANALYSIS

General Plan. The general plan for the subject property is Commercial. From the 2014 General Plan, the Commercial land use category is described as:

Activity centers that include retail, office, personal service, entertainment, and public facilities. Residential units may be incorporated into a commercial development as accessory uses, as appropriate.

The subject property is also located within the Eastern Bluffdale Economic Development Area, administered by the City’s Redevelopment Agency. This EDA was established to encourage commercial development through job growth and increased assessed value from commercial development. Collection of tax increment from the area ceases in 2024.

Zoning and Uses. Heavy Commercial (HC) zoning in areas of the community that are not governed by a specific development agreement allows an abundance of uses that includes retail, light manufacturing, warehousing, repair, and many other uses. However, on the subject property, the current development agreement and project plan superseded the HC zoning uses and allow only the uses listed as non-residential and commercial on the table shown below. This currently restricts the property from having the applicant’s desired light industrial and warehousing uses. The applicant’s main proposal is to add the light industrial uses from the table below and also to increase the maximum building size of warehousing buildings to 60,000 square feet.

11-11G-9: MIXED USE LAND USE REQUIREMENTS:

The table of uses (table 1 of this section) identifies the uses allowed in the mixed use (MU) zone.

TABLE 1
MIXED USE ZONE ALLOWED USES

P = Permitted use
C = Conditional use

Use		Approval Required
Residential uses:		
	Multi-family unit, including:	P
	Apartment unit	
	Condominium unit	
	Live/work unit based upon the development requirements and standard requirements found in section 11-11G-13 of this article	
	Townhome unit	

	Two-family dwelling	
	Residential facilities for elderly persons, subject to Utah Code Annotated section 10-9a-516 et seq.	P
	Residential facilities for persons with a disability, subject to Utah Code Annotated section 10-9a-520	P
	Retirement center	C
	Single-family dwelling unit	P
Nonresidential uses:		
Civic and institutional uses:		
	Hospital	C
	Open space	P
	Parks	P
	Public use	P
	Recreational facility	P
	Religious buildings and structures	P
	School	P
	Trade and technical school	P
	Trails	P
Commercial uses:		
	Business services	C
	Cafe	P
	Convalescent center	C
	Convenience store	C
	Daycare	C
	Financial, insurance and real estate services	P
	General retail stores and shops	P
	Mortuary	P
	Motion picture theater, but not including sexually oriented business	C

	Nursing home	C
	Personal service establishments	P
	Preschool	C
	Professional office	P
	Professional services	P
	Public or private utilities and maintenance facilities	C
	Reception center	C
	Restaurant	P
	Light industrial uses:	
	All of the businesses permitted or conditionally permitted under the heading "commercial uses" except as amended in the following:	P/C
	Auto detailing provided no vehicles are detailed or stored outside of an enclosed building	P
	Auto glass repair or replacement or window tinting provided all work is done within an enclosed building and there is no outside storage	P
	Auto parts sales or distribution	P
	Auto sales, dealership or rental provided no vehicles are stored outside of an enclosed building	P
	Bicycle sales and repair	P
	Business services	P
	Call centers	C
	Cleaning and laundry services	P
	Clothing manufacture or repair	P
	Clothing storage or distribution	P
	Commercial recreation, indoor	P
	Conference or convention facility	C
	Construction sales and service, no outside storage	P
	Digital printing and publishing	P

	Equipment sales and service, no outside storage	P
	Furniture and home furnishing stores	P
	Hardware and variety stores	P
	Home healthcare equipment	P
	Industrial parks	P
	Large scale office buildings	P
	Manufacturing, processing, and warehousing building not to exceed fifty thousand (50,000) square feet	P
	Personal improvement establishments	P
	Personal service establishments	P
	Pet sales, training, and grooming	P
	Professional or vocational schools	P
	Professional services	P
	Research and development establishments	P
	Retail aquarium services	P
	Secondhand clothing or merchandise sales, not including a pawnshop	P
	Sign fabrication and painting	P
	Small animal veterinary clinics and services (no outdoor facilities)	P
	Wholesale food sales and distribution	P
	Other uses:	
	Accessory use	P
	Drive-through facilities located on arterial roads	C
	Home occupation	P
	Stand alone parking lots	C

Development Agreement (DA). The Aclaime at Independence Development Agreement considers changes in allowed land uses a Major Change, which requires a recommendation from the Planning Commission and approval by the City Council as an amendment to the applicable Development Agreement. The

Development Agreement amendment does not require a public hearing or noticing to surrounding property owners or affected entities.

Concept Layout and Site Plan Proposal. The proposed Project Plan presents a concept site plan which is accessed from Porter Rockwell Boulevard and 14600 South. The site's interior roads are private access, parking, and loading areas. Warehousing architecture, similar to other business parks in the Wasatch Front, has been proposed with tilt-up type concrete construction in a business park setting. If the concept site plan and design guidelines are approved as part of the Project Plan, final site plan approvals are proposed to be handled administratively by City Staff.

It is currently anticipated that Porter Rockwell Boulevard will continue north and have a major T-intersection with 14600 South, rather than curve toward the freeway. The property will have responsibility to finish frontage improvements along 14600 S and PRB with the approved site plan and future building construction.

Design/Architecture/Landscaping. The proposal continues the requirement of an architectural control committee from the master developer of Aclaime at Independence. Their approval is required prior to City review and approval of the final site plan and building architecture. A formal site plan application which includes site plan, engineering, landscaping, and architecture is required before any building construction is approved on the site.

DRC Review. As this is primarily a land use and conceptual proposal, a full technical DRC was not completed. Final, technical review will be completed by DRC with future site plan submittals. At this stage, no issues of concern were noted by DRC members. DRC will benefit from policy direction from the Planning Commission and City Council on the allowed uses and more specific design guidelines for the project.

If the Planning Commission believes there is good cause to amend the Project Plan for Rockwell Ridge Business Park as presented by the applicant, then they should forward a positive recommendation to the City Council to amend the Aclaime at Independence Development Agreement, application 2016-30, with appropriate findings.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Rockwell Ridge Business Park Project Plan, which amends the Aclaime at Independence Development Agreement, application 2016-30, based on the following findings:”

1. List any pertinent findings...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the for the Rockwell Ridge Business Park Project Plan, which amends the Aclaime at Independence Development Agreement, application 2016-30, based on the following findings:

1. List all pertinent findings...

Exhibit B
Draft Project Plan Amendment
Rockwell Ridge Business Park

Bluffdale, UT



Property Owner / Applicant:
Simple Products Corporation

138 East 12300 South C-165
Draper, UT 84020

Representative:
Jason Hagblom - Newmark Grubb Acres

376 East 400 South
Suite 120
Salt Lake City, UT 84111

Preparers:
**Aeurbia
CIR Engineering, llc
stevemplan, llc**

August 5, 2016

A. PURPOSE

The Marketplace Development Agreement and Project Plan were approved by the City in February 2014. At that time the development of the commercial parcel east of Porter Rockwell Boulevard was left conceptual with the understanding that at the time actual development was considered, an amended Development Agreement and Project Plan would be submitted, reviewed and approved.

Simple Products Corporation (known hereafter as SPC) has purchased the roughly 14.04 acre parcel and is currently working with Bluffdale city to purchase the 3.44 acre parcel on the northwest corner (shown at right in red color) and proposes to build their new corporate headquarters, warehouse and retail outlet to Bluffdale City at this location. The \$16 million dollar project will be called Rockwell Ridge Business Park and will create an estimated 100+ jobs along with retail sales tax revenue for Bluffdale City. Currently, SPC has its corporate office in Draper and its warehouse / distribution center in Sandy. These will be consolidated at Rockwell Ridge Business Park. Three additional buildings in the center will be leased to retail, office and light industrial users.



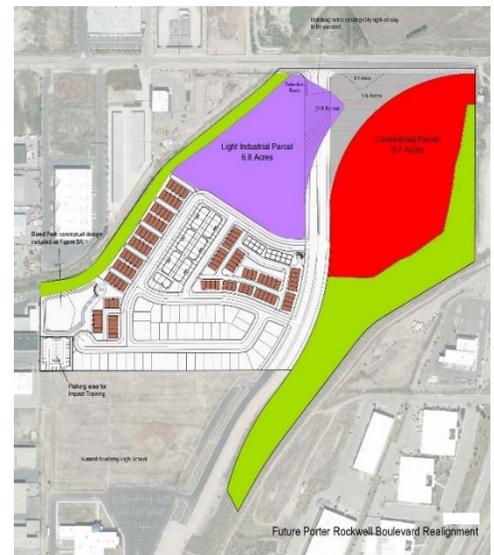
Vicinity Aerial Photo (Site Shown in Red)

The site is currently designated Commercial in The Marketplace Development Agreement and Project Plan with specific zoning use restrictions. SPC is a light industrial company that has retail sales both at its center and online. To allow SPC to operate at the site, the strictly commercial designation will need to be revised to a Commercial / Light Industrial designation. SPC is proposing the revision to a commercial / light industrial designation to allow the Class A commercial flex-space buildings to accommodate both commercial and light industrial tenants. With this revised designation, users can be any of the uses listed in the Mixed Use (MU) Zone under the heading "Nonresidential Uses". This includes "Civic and Institutional Uses", "Light Industrial Uses", "Commercial Uses" and "Other Uses". The types of uses would be either "Permitted Uses" or "Conditional Uses" as shown in the Mixed Use (MU) Zone. The revision and allowed uses would be specific to this Project only.

It is in SPC's interest to lease as much of the site as retail commercial as possible and the planned project has been designed with retail end-users in mind (shallow buildings, small divisible increments, multiple storefronts/signage, etc.). At this time, there is not a large enough retail demand to solely lease all of the available space for retail uses. With the completion of Independence and the connection of Porter Rockwell Boulevard to both Camp Williams Road and the Mountain View Corridor, daily traffic counts and demand will eventually increase sufficiently to lease more, if not all, of the available spaces as retail commercial. This benefits the city and local residents and is inherently encouraged by the property owner who will receive higher rents from retail tenants. This plan puts the property in use immediately and allows flexible growth for many years as the city grows.

B. CONCEPTUAL SITE PLAN

At the time of review and approval of The Marketplace, it was determined that Porter Rockwell Road would curve in a northeasterly direction allowing traffic to continuously flow from the 14600 South / Interstate 15 interchange to Porter Rockwell Boulevard and ultimately to Redwood Road and the Mountain View Corridor. The figure to the right was used at the public hearings to illustrate the conceptual location of the new curve of Porter Rockwell Boulevard and the intersection of 14600 South.



Since that time, the State of Utah has decided to move the Utah State Prison from its current Draper location to a site near the Salt Lake City Airport. Furthermore, Bluffdale City determined that Porter Rockwell Boulevard will ultimately continue north across 14600 South and through the prison property and connect with Bangerter Highway, passing through the prison property. Therefore, Bluffdale City has agreed to sell SPC the right-of-way purchased from The Aclaime Group that accommodated the Porter Rockwell Boulevard curve and SPC will develop the entire property.

Figure 1 is the Rockwell Ridge Business Park Conceptual Site Plan. The figure at right is the statistical summary from Figure 1. Since the Final Site Plan approval is a separate review, these numbers may be revised in the future.

The Conceptual Site Plan shows four buildings, two that front on Porter Rockwell Boulevard, one that fronts on 14600 South and a building in the rear that faces east.

The center area of the site will be mostly hidden from street view and used for loading access.

SPC plans to occupy the 27,665 square foot building located in the northeast corner, facing 14600 South. The other three buildings will be leased.

The buildings are designed to be divided into multiple suites ranging from 56 feet in width and 67.5 and 167 feet in depth. The suites range in square footage from roughly 4,000 to 8,700 square feet and will be suitable for retail, flex and office users. The majority of suites have a truck loading door in the rear. Suites will be leased individually. When constructed, the building is a “shell” that requires tenant improvements to divide the suites and create retail showrooms, storefronts and general office space.

LOT AREAS:

LOT	SQ. FT. / ACRES
SLOPE AREA (NO IMPROVEMENTS)	676,348 SQ. FT. / 15.53 ACRES
LOT IMPROVEMENTS AREA	212,291 SQ. FT. / 4.87 ACRES
BUILDING FOOTPRINT	464,057 SQ. FT. / 10.65 ACRES
ASPHALT	142,130 SQ. FT. / 3.26 ACRES
TOTAL LANDSCAPING	327,657 SQ. FT. / 7.52 ACRES
PARKING LANDSCAPING	75,662 SQ. FT. / 1.74 ACRES
REMAINING LANDSCAPING	4,676 SQ. FT. / 0.11 ACRES
TOTAL LANDSCAPING (WITH SLOPE AREA)	70,986 SQ. FT. / 1.63 ACRES
CONCRETE	287,953 SQ. FT. / 6.61 ACRES (42.6% PROVIDED)
	-81,392 SQ. FT. / -1.87 ACRES

NOTE:

1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT LANDSCAPING AREAS:

	SQ. FT.	CITY REQ'T
PARKING AREA LANDSCAPING	4,676 SQ. FT.	15 SQ. FT. PER STALL (OR 4,575 SQ. FT. REQ'D)
TOTAL LANDSCAPING	75,662 SQ. FT.	16.30% PROVIDED (REQ'D 69,609 SQ. FT.)

NOTE:

1. PARKING AREA DOES NOT INCLUDE TRUCK MANEUVERING AREA OR LANDSCAPED BUFFER AS DIMENSIONED.
2. LANDSCAPED AREAS DO NOT INCLUDE HARD SURFACE AREAS (WALKWAYS, BIKE RACKS, CURB & GUTTERS).
3. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT PARKING REQUIREMENTS:

	SQ. FT.	CITY REQMT
OFFICE	60,000 SQ. FT.	200.0 (1/300)
RETAIL	28,500 SQ. FT.	47.5 (1/600)
MANUFACTURING	20,000 SQ. FT.	50.0 (1/400)
WAREHOUSE	33,630 SQ. FT.	3.4 (1/10,000)

TOTAL REQUIRED:	301 (300.9)
TOTAL PROVIDED:	305 (101.33% PROVIDED)

ACCESSIBLE SPACES	8 (8 REQ'D 301 TO 400)
BICYCLE SPACES	Determined at Site Plan review.

NOTES:

1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

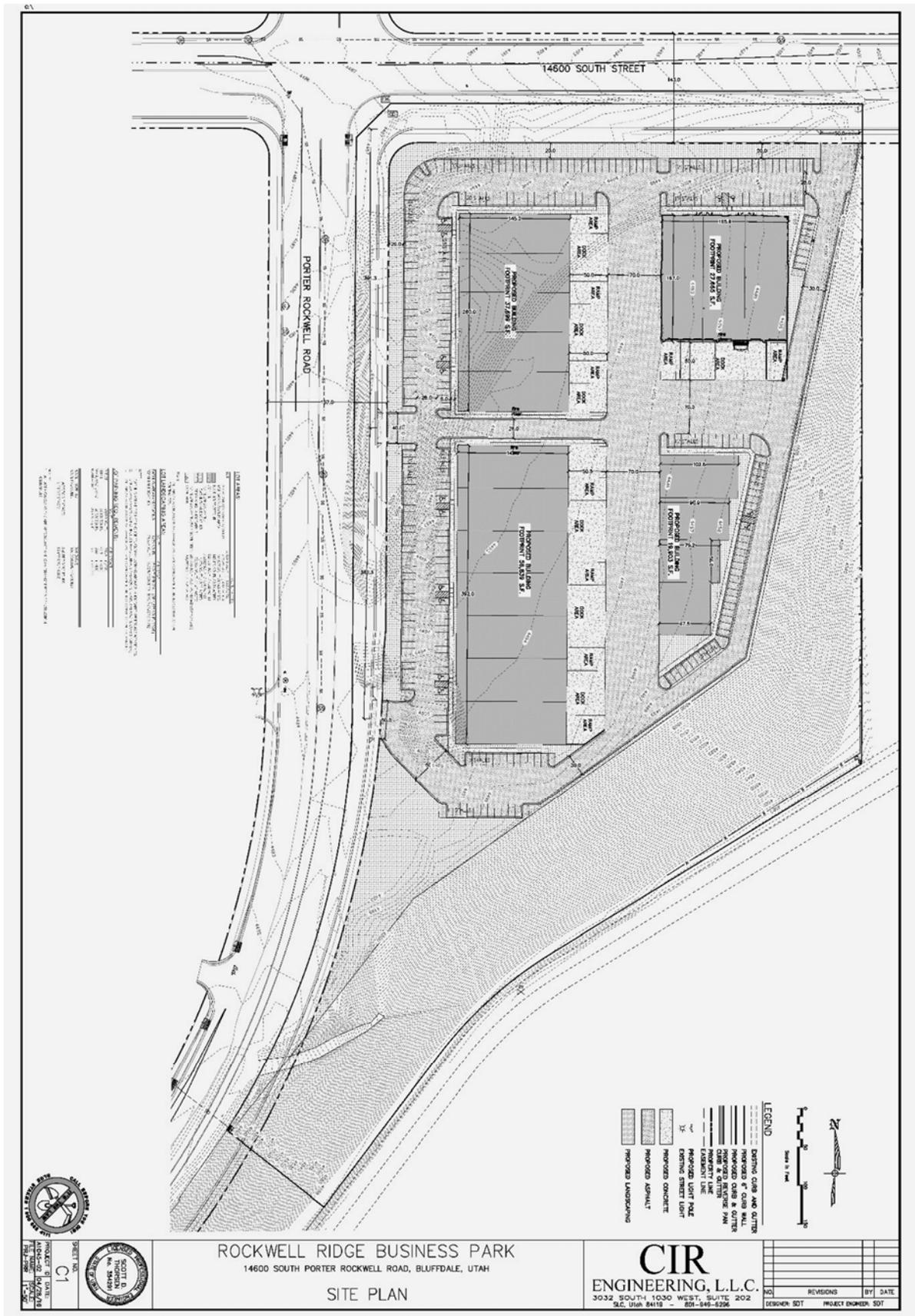


Figure 1 – Conceptual Site Plan

C. PERMITTED USES

Section 11-11G-9: Mixed Use Land Use Requirements of the City Code includes Table 1: Mixed Use Zone Allowed Uses. Table 1 includes all of the permitted and conditional uses in the Mixed Use (MU) Zone.

The Rockwell Ridge Business Park Development Agreement and Project Plan revises the land use designation of the subject property to "Commercial / Light Industrial". Therefore, all of the permitted and conditional uses permitted under the heading "Nonresidential uses" are allowed in the Rockwell Ridge Business Park with the following exception. Under the Light Industrial Uses, Table 1 states that "Manufacturing, processing, and warehousing building not to exceed fifty thousand (50,000) square feet". SPC is proposing a building that is approximately 60,000 square feet. This Development Agreement and Project Plan permits the construction of a single building for multi-tenant commercial that exceeds 50,000 square feet but not 60,000 square feet.

D. DEVELOPMENT STANDARDS

The Conceptual Site Plan proposes a development plan that meets all of requirements of 11-11G-12: Development Requirements and Standards. No additional development standards are required. Site plan approval is required and, based upon compliance with the Development Agreement and Project Plan, may be approved administratively by City Staff.

E. DESIGN GUIDELINES

The Rockwell Ridge Business Park Design Guidelines are included to manage the development of the project and ensure that the appearance of buildings, landscaping, parking areas, loading areas and drive aisles and signage reflect the design quality required herein. With review by both The Marketplace Architectural Review Committee (TMARC) and Bluffdale City, as part of the Site Plan Approval, the development of the Rockwell Ridge Business Park will reflect the high quality design wanted by the property owner / user, the neighbors and the community.

a. Architecture

SPC is proposing to develop a Class A business park with high quality buildings designed with multiple architectural features that provide a variety of building appearances. The architectural features include

- glass atrium-like building corner entrances,
- concrete projections, covered entries and capped roof features at interior entrances,
- variable roof lines,
- large expanses of windows and
- use of multiple, complementary color schemes in earthtones.

Figures 2 to 8 are illustrations of the buildings to be constructed.



FRONT ELEVATION



SIDE ELEVATION

ae urbia
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 2



REAR ELEVATION



SIDE ELEVATION

ae urbia
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 3



FRONT ELEVATION



SIDE ELEVATION

ae urbia
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 4



REAR ELEVATION



SIDE ELEVATION

ae urbia
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 5



ae urbia
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 6



ae urbia
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 7



ae **urbia**
architects and engineers

14600 AND PORTER ROCKWELL
BLUFFDALE, Utah

Figure 8

b. Signs

The Rockwell Ridge Business Park will have a comprehensive sign program that includes a monument sign on corner of 14600 South and Porter Rockwell Boulevard, building business park identification signs and wall signs for building tenants.

Tenant wall signs must be located on the building entrance in the location shown of Figure 9. Tenant signs will be limited to an area that is a maximum of 10 feet 4 inches in width and 2 feet 6 inches in height, a maximum square footage of 27 square feet. Signs will be comprised of individual channel letters that can be shaped as the tenant’s corporate lettering, logo and colors. Figures 10 and 11 are examples of the placement of tenant corporate lettering, logo and colors on a similar type of business park.

Figure 12 is a conceptual illustration of the center monument sign. The sign is part of a low structure that is built into a landscaped mounded area. The maximum sign area is 20 feet 6 inches in width and 2 feet 3 inches in height, a maximum of 47 square feet.

c. Landscaping

Figure 13 is the Landscape Master Plan. It is a conceptual plan and illustrates the areas to be landscaped and the types of planting proposed. The statistical summary from Figure 13 is included below. Final design and numbers will be approved with Final Site Plan approval.

The landscaped area described in the following table (copied from the Landscape Master Plan) only includes the landscaped areas around the buildings, parking areas and driveways. It does not include the slope area.

LOT LANDSCAPING AREAS:

	SQ. FT.	CITY REQ'T
PARKING AREA LANDSCAPING	4,676 SQ. FT.	15 SQ.FT. PER STALL (OR 4,575 SQ. FT. REQ'D)
TOTAL LANDSCAPING	75,662 SQ. FT.	16.30% PROVIDED (REQ'D 69,609 SQ. FT.)

NOTE:

1. PARKING AREA DOES NOT INCLUDE TRUCK MANUVERING AREA OR LANDSCAPED BUFFER AS DIMENSIONED.
2. LANDSCAPED AREAS DO NOT INCLUDE HARD SURFACE AREAS(WALKWAYS, BIKE RACKS, CURB & GUTTERS).
3. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT SUMMARIES OBTAINED FROM ARCHITECT AND ARE FOR REFERENCE ONLY

4/27/16

LANDSCAPE CALCULATIONS SUMMARY

ON SITE LANDSCAPE PROVIDED (REFER TO ARCHITECTURAL PLANS)		
75,662 S.F.		
TOTAL PROJECT LANDSCAPING (INCLUDING AREAS IN ROAD R.O.W.)		
87,707 S.F.		
TOTAL LANDSCAPE AREA IN WATER-WISE TURF GRASS (INCLUDING ROAD R.O.W.)		
61,646 S.F.	70.29% OF LANDSCAPE	
TOTAL AREA IN DROUGHT TOLERANT LANDSCAPE (INCLUDING R.O.W)		
26,061 S.F.	29.71% OF LANDSCAPE	
TOTAL IRRIGATED LANDSCAPE		
87,707 S.F.	100.00% OF LANDSCAPE	
REQUIRED TREES AT 1 TREE PER	500 SQUARE FEET OF ON SITE LANDSCAPE	
151.3 TREES		
PROVIDED TREES AT 15 TREES PER ACRE		
151 TREES (INCLUDING PARK STRIP TREES)		
REQUIRED SHRUBS AT 1 SHRUB PER	200 SQUARE FEET OF ON SITE LANDSCAPE	
378.3 SHRUBS		
PROVIDED SHRUBS (NOT INCLUDING ANNUALS & PERENNIALS)		
480 SHRUBS (INCLUDING PARK STRIP SHRUBS)		
REQUIRED INTERIOR PARKING LOT LANDSCAPE AREA (REFER TO CIVIL PLANS)		
4,575 S.F. (15 S.F. PER REQUIRED STALL)		
PROVIDED INTERIOR PARKING LOT LANDSCAPE AREA		
4,676 S.F.		



- EL01- PAINTED CONCRETE TILT UP PANEL
- EL02- DARK BRONZE STOREFRONT WINDOW/DOOR
- EL03- SIGNAGE LOCATION, PER SEPARATE PERMIT AND REVIEW PROCESS (ALL SIGNAGE MUST FIT WITHIN 10'-4"x2'-4" AREA, CONTRASTING COLOR FROM BACKGROUND)
- EL04- CONCRETE REVEAL LINE 3" MIN.
- EL05- LIGHT GAUGE METAL FRAMED AND METAL WRAPPED TOP CAP
- EL06- BUSINESS PARK SIGN
- EL07- FRAMED CANOPY ROOF, T.P.O. ROOFING
- EL08- KNOCK OUT PANEL FOR FUTURE WINDOW
- EL09- DARK BRONZE CURTAIN WALL WINDOW
- EL10- PAINTED CONCRETE MONUMENT SIGN, PROVIDE LANDSCAPE TO REAR AND SIDES
- EL11- SIGNAGE MUST FIT WITHIN 20'-6"x2'-3" AREA, LETTERING TO BE OF CONTRASTING COLOR

Figure 9 Wall Signs



- EL01- PAINTED CONCRETE TILT UP PANEL
- EL02- DARK BRONZE STOREFRONT WINDOW/DOOR
- EL03- SIGNAGE LOCATION, PER SEPARATE PERMIT AND REVIEW PROCESS (ALL SIGNAGE MUST FIT WITHIN 10'-4"x2'-4" AREA, CONTRASTING COLOR FROM BACKGROUND)
- EL04- CONCRETE REVEAL LINE 3" MIN.
- EL05- LIGHT GAUGE METAL FRAMED AND METAL WRAPPED TOP CAP
- EL06- BUSINESS PARK SIGN
- EL07- FRAMED CANOPY ROOF, T.P.O. ROOFING
- EL08- KNOCK OUT PANEL FOR FUTURE WINDOW
- EL09- DARK BRONZE CURTAIN WALL WINDOW
- EL10- PAINTED CONCRETE MONUMENT SIGN, PROVIDE LANDSCAPE TO REAR AND SIDES
- EL11- SIGNAGE MUST FIT WITHIN 20'-6"x2'-3" AREA, LETTERING TO BE OF CONTRASTING COLOR

Figure 10 Monument Sign



Figure 11 Example Wall Sign with Logo and Corporate Lettering



Figure 12 Example Wall Sign with Logo and Corporate Lettering



REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Jennifer Robison, Senior Planner
Date: 8 September 2016
Business Date: 14 September 2016
Subject: Preliminary and Final Subdivision Applications for The Highlands Phase 2 for four (4) one acre residential lots on a private right of way.
Staff Presentation: Jennifer Robison

RECOMMENDATION: To approve The Highlands Phase 2 Preliminary and Final Subdivision Plat Applications as recommended by the Planning Commission on September 7, 2016.

BACKGROUND:

The applicant desires the City Council to consider the Preliminary and Final Plat for The Highlands Phase 2 concurrently as permitted by the City subdivision ordinances. The applicant is proposing a private street cross-section with a cul-de-sac which is subject to the requirements in Title 11-16-27 of the Bluffdale City Code addressing developing on preexisting private rights of way.

Over the course of many months, the City Council had been approached by several owners and developers for various properties which provided some unique locations and circumstances for development. The City Council considered many options during many discussions with Staff and ultimately adopted ordinance 2015-01, regarding developments on preexisting private rights of way. The new ordinance enabled Mr. Milne to submit applications for the proposed subdivision. The applicant has submitted the proposed applications as the optimum outcome for development of the subject property.

The Staff Report provides more detailed information regarding the requirements of the proposed subdivision. The Planning Commission recommended approval with the following conditions:

1. That all requirements of the City Code and adopted ordinances or modifications made by the Planning Commission and City Council are met and adhered to for the proposed subdivision.
2. That the final plat and all relevant construction drawings comply with the Bluffdale City Engineering Standards and Specifications and all recommendations by the City Engineer and Public Works Department prior to recordation of the final plat.
3. That the project adheres to all requirements of the International Fire Code and requirements of the City Fire Chief.
4. That all private and public easements be conveyed in a form acceptable to the City Attorney prior to the recordation of the final plat.
5. That information regarding private drainage systems on individual lots be included on the final plat drawing and approved by the City Engineer prior to recordation of the final plat.
6. That prior to any grading of property or construction, a Land Disturbance Permit and SWPPP Permit be approved and construction activities be coordinated with the City Engineer's office.
7. That adequate secondary water shares be provided to the City prior to recordation of the final plat.
8. That an ownership and maintenance plan for the private right of way be provided to the City prior to recordation of the final plat.

PREVIOUS ACTIONS

- September 7, 2016: Planning Commission conducted a public hearing and recommended approval of the applications 3-2.
- February 11, 2015: City Council adopted Ordinance 2015-01 to allow development on preexisting private rights of way.

SUPPORTING DOCUMENTS

- DRC Staff Report for Planning Commission – Dated September 2, 2016
- Maps and Plat



Development Review Committee
14175 South Redwood Road
Bluffdale, UT 84065
801.254.2200(o) 801.446.8642(f) TTY 7-1-1

DRC STAFF REPORT
2 September 2016

To: City of Bluffdale Planning Commission

Prepared By: Jennifer Robison, Senior Planner, on behalf of the DRC

Re: The Highlands Phase 2 Preliminary and Final Subdivision Plat

Application No.: 2016-14

Applicant(s): Skye Phase V, LLC
Ken Milne

Project Location: Approximately 14132 South 1850 West

General Plan: Very Low Density Residential

Zoning: R-1-43

Acreage: 5.11

Request: Recommendation of Preliminary and Final Subdivision Plat for four (4) residential one acre minimum lots with a private street.

SUMMARY

The applicant desires the Planning Commission and City Council to consider the Preliminary and Final Plat for The Highlands Phase 2 concurrently as permitted by the City subdivision ordinances. The applicant is proposing a private street cross-section with a cul-de-sac which is subject to the requirements in Title 11-16-27 of the Bluffdale City Code.

Over the course of many months, the City Council had been approached by several owners and developers for various properties which provided some unique locations and circumstances for development. The City Council considered many options during many discussions with Staff and ultimately adopted ordinance 2015-01 on February 11, 2015, regarding developments on preexisting private rights of way. The new ordinance enabled Mr. Milne to make application for the proposed subdivision. The applicant has submitted the proposed applications as the optimum outcome for development of the subject property.

ANALYSIS

General Plan and Zoning. The proposed subdivision complies with the General Plan as Very Low Density Residential and the zoning is R-1-43 residential one acre minimum. There will be four one acre lots created for future homes and other residential uses.

Anticipated Uses and Layout.

The lots in the subdivision will have frontage on a private cul-de-sac and access is provided by one point of ingress and egress access from 1850 West and 14200 South from Redwood Road which is currently a private dirt lane which accesses 13 other residential lots.

Private Streets. Title 11-16-27 states the purpose for private rights of way as follows: *“In order to facilitate property rights, fairness, and safety within the community, development on preexisting private rights of way which do not meet the City's adopted minimum street dimensions may be allowed under certain limited circumstances, and subject to the requirements of this section. Preexisting private rights of way are defined as any private right of way, legally established to provide access to parcels of land created before the adoption of this provision of the City's land use ordinance.”* The access to 1850 West and 14200 South has existed since the City incorporated. Both lanes have always been and will remain privately owned and maintained by the new owners of the proposed subdivision. A maintenance agreement for the private road will be provided by the applicant and shall be recorded with the final plat.

Width and Cross Section. Title 11-16-27 addresses the required right of way width and construction materials as follows: *“In order to address unique situations which currently exist in the city, new subdivisions which have frontage or gain access on preexisting private rights of way may gain access to their property from the preexisting private right of way if the right of way meets the minimum standards of the adopted fire code, as determined by the local fire code official. The minimum standard shall require the right of way to be paved with asphalt or concrete to the minimum adopted fire code access way width requirements, in addition to all other applicable provisions.”* The subdivision applications have been reviewed by the City Fire Chief and he has determined the width of the entire private right of way will be 20 feet from 14200 South and along 1850 West to the access of the subdivision which is required to be asphalt. The construction of the right of way is required to meet the City standard for construction and will be inspected for compliance.

Easements. The applicant owns property along 14200 South and 1850 West. In order to meet the width requirements and with constraints of current utilities and existing ditches, additional right of way is needed from the adjacent property owners. The applicant is currently working to secure easements for the right of way and drainage with the property owners. The City requires a copy of the final easement agreement documents acceptable to the City Attorney prior to recording the final plat with the Salt Lake County Recorder and is one of the conditions of approval to forward to the City Council.

Subdivision boundary and Cul-de-sac width. The width of the access to the cul-de-sac from 1850 West starts at 48 feet wide and widens to 52 feet in the cul-de-sac which is the current City standard as required by Title 11-16-27, *“From the point where the new subdivision property boundary fronts or gains access from an existing private right of way, the minimum right of way width and cross section design of a private right of way shall meet the city's adopted street dimensional and structural requirements for public streets, regardless of whether the new subdivision street is approved as public or private.”* The pavement width is 20' up to where the road transitions to the 52' cross-section.

Deviations From Strict Compliance. Title 11-16-27 allows deviations from strict compliance for fire code modifications, length of single access dead end streets, curb, gutter, and sidewalk, stating the following: *“In certain circumstances, preexisting access ways or unique geographical features may limit the ability to strictly comply with the dimensional width standards or maximum length for private rights of way or new private streets. Deviations from strict compliance may be approved by the City Council where the fire chief can determine an appropriate fire code modification which complies with provisions of the international fire code (IFC).* This subdivision is uniquely located off a private right of way which is beyond the 1000' length for dead-end streets requirement to access a public street located at Redwood Road, no curb and gutter along the right of way, and no sidewalk connection. These may be considered as modifications to current standards among others the Planning Commission and City Council may deem appropriate for the proposed subdivision.

Adequate Public Utilities and Infrastructure. There is a City water line servicing existing properties in the area and is required to be increased in size to add the additional connections and for adequate fire flow. An additional fire hydrant is required to be installed along 1850 West and one within the cul-de-sac with the subdivision. Other public utilities, such as but not limited to; sewer facilities, power, gas, and phone services will be created with the project construction for this project.

Drainage on Individual Lots. Private drainage systems will be constructed with the subdivision. Each lot is required to include an area for drainage retention. Information regarding these retention areas will be on the final plat prior to recording.

Lot Sizes, Setbacks. Lot sizes are one acre excluding the private street. The frontage and width of the lots meet the minimum requirement of 125' and 30' in the cul-de-sac. Building envelopes are shown on each lot with the required setbacks to meet the frontage and width requirements.

Secondary Water Shares. City ordinance requires secondary water shares to be provided in the name of the City and subdivision. Water share certificates with the adequate water requirement of 3 acre feet per gross acre of real property developed shall be acquired and provided to the City by the applicant prior to the recordation of the final plat.

DRC REVIEW AND COMMENTS

On behalf of the City Manager, the City's staff involved in development review and administration meets together as a Development Review Committee (DRC). The DRC generally consists of the City Manager, City Attorney, City Engineer, Public Works Operations Manager, the City Planner, and other outside consultants as needed from time to time. The comments of the DRC members have been included in this staff report and the recommended conditions of approval for the project.

City Engineer. The subdivision is subject to the Bluffdale City Engineering Standards and Specifications or recommendations of the City Engineer. Requirements for construction by the City Engineer and Public Works Department are included as conditions of approval.

Fire Chief. Fire Chief Roberts approved the plans as submitted.

City Planner. The Planning Division is recommending approval with the recommended conditions.

DRC STAFF RECOMMENDATION FOR THE HIGHLANDS PHASE 2 PRELIMINARY AND FINAL PLAT APPLICATION:

DRC Staff recommends that the Planning Commission forward a positive recommendation to the City Council for The Highlands Phase 2 Preliminary and Final Subdivision Plat Application subject to the following conditions:

1. That all requirements of the City Code and adopted ordinances or modifications made by the Planning Commission and City Council are met and adhered to for the proposed subdivision.
2. That the final plat and all relevant construction drawings comply with the Bluffdale City Engineering Standards and Specifications and all recommendations by the City Engineer and Public Works Department prior to recordation of the final plat.
3. That the project adheres to all requirements of the International Fire Code and requirements of the

City Fire Chief.

4. That all private and public easements be conveyed in a form acceptable to the City Attorney prior to the recordation of the final plat.
5. That information regarding private drainage systems on individual lots be included on the final plat drawing and approved by the City Engineer prior to recordation of the final plat.
6. That prior to any grading of property or construction, a Land Disturbance Permit and SWPPP Permit be approved and construction activities be coordinated with the City Engineer's office.
7. That adequate secondary water shares be provided to the City prior to recordation of the final plat.
8. That an ownership and maintenance plan for the private right of way be provided to the City prior to recordation of the final plat.

MODEL MOTIONS FOR THE HIGHLANDS PHASE 2 APPLICATIONS:

Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for The Highlands Phase 2 Preliminary and Final Subdivision Plat Applications 2016-14 subject to the conditions and based on the findings presented in the staff report dated September 2, 2016, (or as modified by the conditions below):”

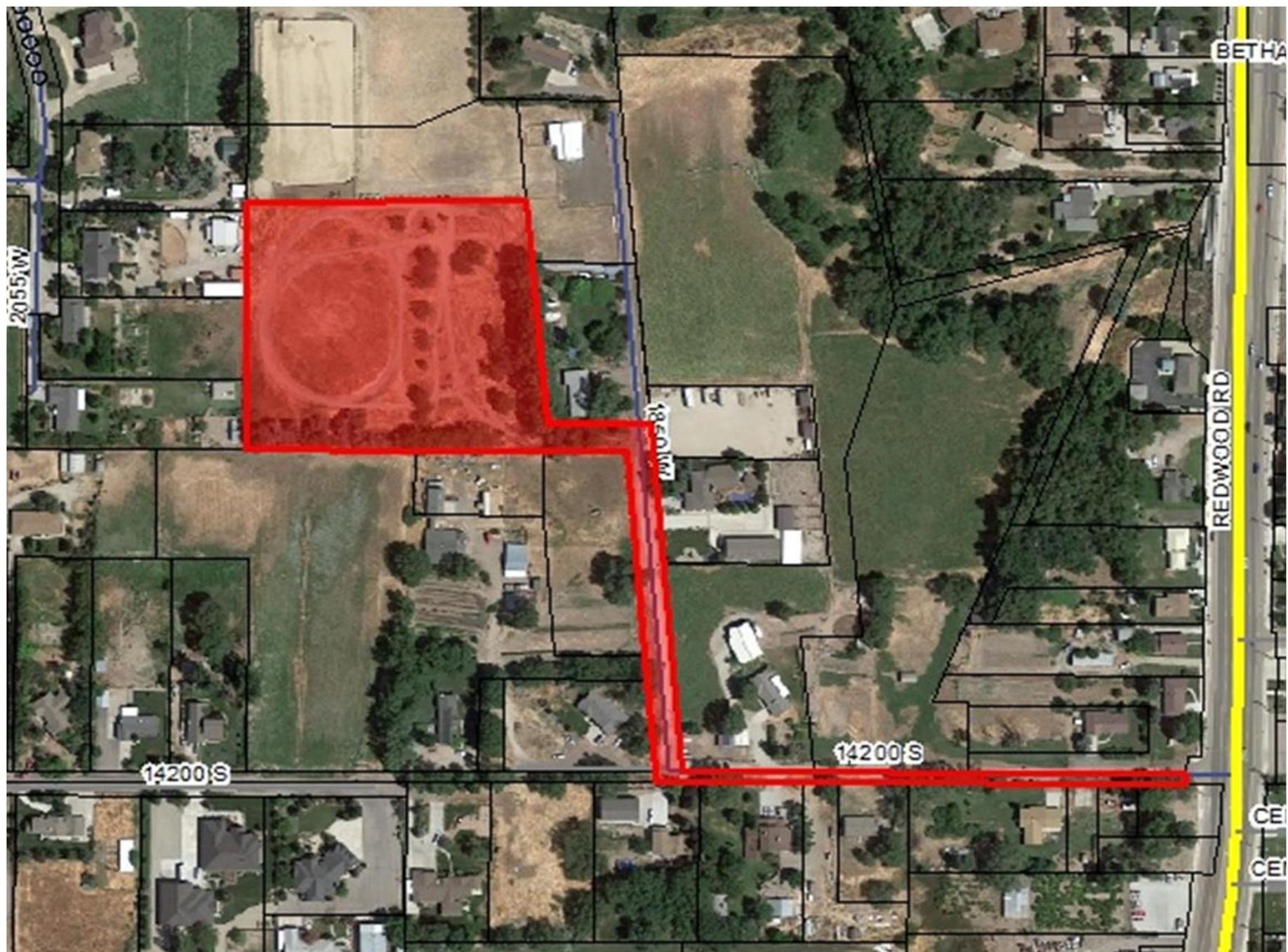
1. List any additional findings and/or conditions...

Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for The Highlands Phase 2 Preliminary and Final Subdivision Plat Applications 2016-14 based on the following findings:”

1. List all findings for denial...

Preliminary and Final Subdivision Applications The Highlands Phase 2

**Skye Phase V, LLC – Applicant
14132 South 1850 West**



BETHA

2055 W

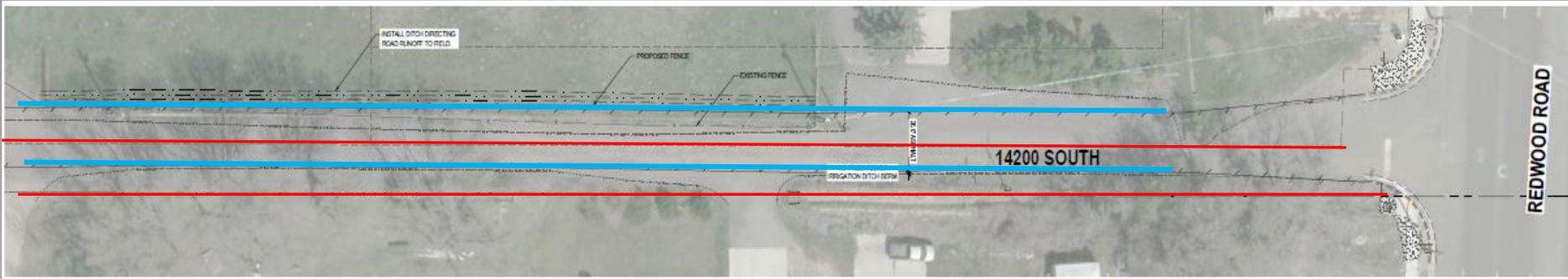
14200 S

1850 W

14200 S

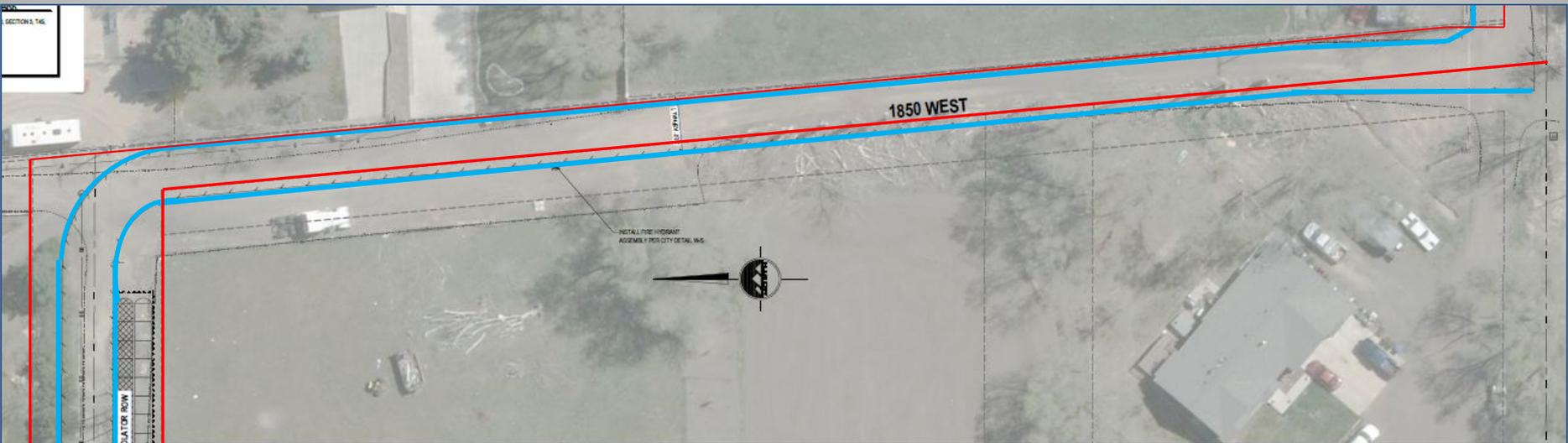
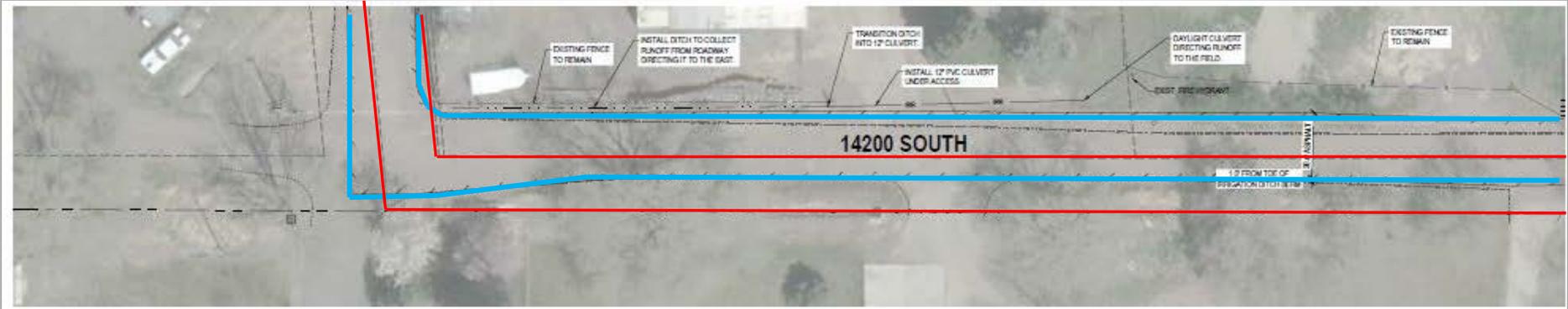
REDWOOD RD

CE
CE



■ 20' asphalt

■ Property/Ownership



14200 South – Intersection of 1850 West



1850 West – Entrance to McCloud Court





Memo

Date: September 7, 2016

From: Michael Fazio

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: General Services, ADA Ramp and Various Flatwork Repair

The bids for General Services ADA Ramp and Various Flatwork Repair were opened on September 6, 2016.

The apparent low bidder is Quicksilver Concrete, Inc. of Lehi (*see attached bid tab*). Their bid for the project as advertised is \$509 (Base bid. Total expenditure will reflect amount of work performed).

Quicksilver Concrete has previously performed satisfactory work for the City and is currently installing curb and gutter at the Parry Farms Park. As well, an additional reference was contacted on behalf of Quicksilver Concrete, Inc., and the reviews were positive.

I recommend awarding the General Services Contract to Quicksilver Concrete, Inc. and approving the resolution allowing the City Manager to enter into a general services agreement for the City with them, for a total expenditure not to exceed \$50,000 for FY' 2017.

**CITY OF BLUFFDALE, UTAH
RESOLUTION NO. 2016-____**

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS AWARDED A CONTRACT FOR GENERAL SERVICES, ADA RAMPS, AND VARIOUS CONCRETE FLATWORK, AND ESTABLISHING A MAXIMUM EXPENDITURE FOR FY 2016-2017.

WHEREAS the City of Bluffdale (“City”) owns and maintains a network of sidewalks and trails;

WHEREAS the City is seeking general services, including ADA Ramps and various concrete flatwork (“Project”);

WHEREAS the City advertised a request for bids and opened the bids for the construction of this Project;

WHEREAS the City received three bids, of which the bid from Quicksilver Concrete, Inc., of \$509.00 (base bid) was the low bid; and

WHEREAS the City desires to award the contract for the Project to the lowest responsive and responsible bidder;

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

Section 1. Authorization to Execute Agreement. The City Council hereby authorizes the City Manager to execute the necessary agreements to award the Project to Quicksilver Concrete, Inc., with a contract price of \$509.00 base bid. The City Council authorizes a total expenditure of up to \$50,000 for this project in FY 2016-2017.

Section 2. Effective Date. This Resolution shall become effective immediately upon its passage and the City Council authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED, ADOPTED AND APPROVED: September 14, 2016.

Mayor Derk P. Timothy

ATTEST:

[seal]

Wendy Deppe, City Recorder

Voting by the City Council: Aye Nay

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



**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, June 08, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, June 08, 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 May 11, 2016 meeting minutes.
 - 3.2 Preliminary acceptance of Independence Plat E-5, and beginning the warranty period.
 - 3.3 Acceptance of Independence G-3 Park and Trails (West Pocket Park), ending the warranty period.
 - 3.4 Preliminary acceptance of Wood Duck Hollow Phase 1, and beginning the warranty period.
 - 3.5 Approval of a resolution approving a Franchise Agreement by and between Wirelessbeehive.com, LLC, dba Beehive Broadband, and the City of Bluffdale.
4. Presentation of the Police Quarterly Statistical Report, Sergeant Shane Taylor.
5. Presentation of children safety concerns at Bluffdale Elementary, presenter, Adrienne Donner, Chair, Community Council.
6. Presentation and discussion relating to a new Introduction to the Jordan River Commission, presenter, Laura Hanson, Executive Director, Jordan River Commission.
7. Consideration and vote on a resolution approving a Reimbursement Agreement for Westgate Partners, LLC, regarding transportation impact fees for construction of Noell Nelson Drive, staff presenter, Vaughn Pickell.
8. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenter, Stephanie Thayer.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA** -
 - 2.1 Approval of the May 11, 2016 meeting minutes.

3. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenter, Stephanie Thayer. **(LBA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
4. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA –**
 - 2.1 Approval of the May 11, 2016 meeting minutes.
3. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenter, Stephanie Thayer. **(RDA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
4. Adjournment

CONTINUATION OF BUSINESS MEETING

9. Mayor's Report
10. 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.

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. Adjournment

Dated this 3rd day of June, 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 AND ON THE PUBLIC MEETING NOTICE WEBSITE, 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.

**BLUFFDALE CITY COUNCIL,
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, June 8, 2016**

Present: Mayor Derk Timothy
Alan Jackson
Ty Nielsen
Boyd Preece
Justin Westwood
James Wingate

Staff: Mark Reid, City Manager
Vaughn Pickell, City Attorney
Grant Crowell, City Planner/Economic Development Director
Blain Dietrich, Public Works Operations Manager
Michael Fazio, City Engineer
Stephanie Thayer, Accountant/HR Administrator
Bruce Kartchner, City Treasurer
Brittany Skinner, Assistant City Attorney
Sergeant Shane Taylor
Police Chief, Andrew Burton
Police Officer, Andre "Gian" Gianfelice
Fire Chief, John Roberts
Wendy Deppe, City Recorder

Others: Johnny Loumis, Jr., Planning Commission Member
Adrienne Donner, Bluffdale Community Council Chair
Laura Hanson, Jordan River Commission Executive Director
Chris McCandless, Past Chair of the Jordan River Commission
Aimee Newton, Jordan River Commission Chair
Trent Staggs, Jordan River Commission Board Member
Jack Anderson, Rodeo Committee

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING

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

1. Roll Call, Invocation, and Pledge.

All Members of the City Council were present.

Ty Nielsen offered the invocation and led the Pledge.

Ty Nielsen moved to make agenda item number six agenda item number two. Justin Westwood seconded the motion. The motion passed with the unanimous consent of the Council.

**BLUFFDALE CITY COUNCIL,
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, June 8, 2016**

2. Presentation and Discussion Relating to a New Introduction to the Jordan River Commission, Presenter, Laura Hanson, Executive Director, Jordan River Commission.

Jordan River Commission Executive Director, Laura Hanson, introduced Councilman and immediate past Chair of the Jordan River Commission Chris McCandless from Sandy City, Councilman Trent Staggs from Riverton City, and current Board Chair and Salt Lake County Council Member Aimee Newton. Ms. Hanson gave the Council a brief overview of who they are and what they do. She reported that in 2008 a document was produced called the Blueprint Jordan River that outlined a very broad, ambitious vision for the river corridor. It recognized that there are many different stakeholders involved in the river corridor. Those who participated in the process asked for a framework and structure to help facilitate its implementation. The Jordan River Commission was formed in August of 2010. Ms. Hanson was hired in March of 2011 and currently their membership includes 13 cities, three counties, two state agencies, two districts (UTA and the Jordan Valley Water Conservancy District), nine known governmental community partners (including Workers Compensation Fund, Zions Bank, Rocky Mountain Bank, and Chevron), and non-profit groups.

Ms. Hanson reported that they have pending members they are working with including Midvale, Murray, Lehi, and Bluffdale. A financial contribution is required to participate and is based on a specific formula designed to reach an equitable and objective method for determining the proportionate amount for each city based on their specific circumstances and size. The Jordan River Commission has no regulatory authority and is purely advisory in nature. The type of projects they typically do fall into the following three categories:

1. Physical projects;
2. Education and outreach; and
3. Technical Assistance.

Examples of work they have done was described. Ms. Hanson reported that they worked to obtain funding for the 9000 South tunnel a few years back as a result of a partnership with multiple cities. Most recently they collaborated with Jordan Valley Water Conservancy District and Salt Lake County to coordinate efforts to complete the trail segment in Bluffdale. Most recently, they obtained \$1.2 million for a bridge to fill the last gap of the Jordan River Parkway Trail. They have the ability to bond as an organization; however, they have no assets to bond against.

Ms. Hanson observed that there is a lot of undeveloped land along the River Corridor. Their goal is not to micromanage the City but instead to guide land use development. They accomplish that by providing tools, resources, training, and recognizing good work. They drafted a document called the *Best Practices for River Front Communities*. Ms. Hanson explained that this is the

**BLUFFDALE CITY COUNCIL,
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Wednesday, June 8, 2016**

extent of what they do in terms of land use regulation. They also have a training series where they bring together resource experts from across the nation to discuss specific planning topics.

In terms of education and outreach, Ms. Hanson stated that they have logged over 15,000 volunteer hours in projects along the river. They also hold an annual "Get into the River" Festival that is designed to help engage the community and raise awareness for the river corridor. They also do trail maps and school outreach. Last year they were fortunate to be able to award \$750,000 in grants to local governments. An appropriation was received from the Legislature for Jordan River Improvement Projects. They hoped to be able to do that again in the future. They also do a significant amount of grant writing and have raised in excess of \$1 million for local governments. In total, they have raised approximately \$17 million for the river corridor.

Mayor Timothy was aware that a few cities recently joined including Riverton City who joined in November of 2014. He questioned why they did not join sooner and what had changed. Trent Staggs, a Member of the Riverton City Council, stated that he represents their District 4, which is the northeast quadrant of Riverton City. He noted that the eastern boundary of his district is the Jordan River. People who live along the river pushed for improvement along their section of the trailhead. The Army Corps of Engineers developed ponds in the vicinity of 12600 South that had fallen into disrepair. With the City being short staffed and on a tight budget, they were not able to attend to that section of the river to the extent they could or should have.

There was interest among the citizens to take action. There had also been some concern in the past among the Council about some of the land uses and decision making that had taken place that they felt was unclear. Those issues had all since been addressed. Riverton City Attorney, Ryan Carter, reviewed the agreement and indicated that it was much better than what he had seen in the past because it was clear that it does not allow the Jordan River Commission to trump any ordinances or land use decisions that have been made by the city's governing body. With those assurances, they were comfortable. They also had a couple of projects they intend to do immediately. As a result of their \$3,000 dues, they have seen a 10 fold return in the first year.

They were able to procure an Invasive Species Mitigation Grant with the help of Ms. Hanson and the Jordan River Commission's grant writing staff. They are now working with the Utah Department of Food and Agriculture to pursue a grant of \$60,000 with the National Fish and a Wildlife Association. The grant will work in concert with the previous grant to mitigate weeds, restore the ponds, and bring vitality back to that section of the trail. Commissioner Staggs expected to see a 20 fold return on investment. He had found it to be of benefit to their community. He commented that Board Meetings are very inclusive and collaborative.

Mayor Timothy remarked that the developers along the Jordan River Trail have been good partners and he questioned the need for another level of bureaucracy. He believed Salt Lake County was doing a very good job and just needs a little participation. He asked if Bluffdale needs to join the Jordan River Commission to continue to receive help with restrooms and amenities in Parry Farms Park relative to the Jordan River Trail.

**BLUFFDALE CITY COUNCIL,
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Chris McCandless described various advantages of the Commission and stated that it eliminates competition among cities. Their job is to help member cities better maintain their portion of the river. Mayor Timothy stated that Bluffdale has tried to be collaborative regardless of whether they are a member of the Jordan River Commission. Mr. McCandless stated that applications are reviewed by the Members of the Commission and scored. He commented that it helps to be a member rather than a non-member.

Ty Nielsen reported that he works for West Jordan City in the Parks Department and they have a crew that performs weed abatement and works on trails. He asked how long West Jordan has been a member city and if they have obtained bonds to help maintain their portion of the trail. Aimee Newton was not sure how long they have been a member but stated that West Jordan City has definitely received help. Most of the grants they offer go to member entities. They also have a habitat restoration project where they helped raise \$300,000 in grants. She reported that the national grant hit rate is 17 to 20 percent and they have been getting 61 percent of the grants they have applied for. Ms. Newton commented that they expect to be able to help the City in the future but there is no guarantee. They, however, have other resources such as the committee, which is made up of engineers and other professionals.

Alan Jackson asked what the cost of participation would be for Bluffdale. Ms. Newton stated that Bluffdale's contribution would be \$4,382, which was based on 2010 population numbers. Mr. Reid commented that there are two cities that pay an average of \$.06 per capita. Saratoga Springs and North Salt Lake pay nearly twice that. Bluffdale, however, pays 10 times that at \$.57 per capita. It seemed to Mr. Reid that the cities with higher populations also get more opportunities for projects. To him, the calculation seemed more weighted to river frontage. He did not think the formula was fair to Bluffdale.

Ms. Hanson commented that one of the advantages Bluffdale has is that they have a long stretch of river that increases the river frontage portion of the formula. She explained that the formula is equally weighted across each of the criteria that include population, river frontage, and area. Bluffdale's cost is higher because they have a long section of river and a small population. Given the fact that their focus area is only the river corridor, there is a lot of growth potential. They want to help the City capitalize on that growth and do it in a way that contributes to quality of life. She felt that Bluffdale would have a larger return on their investment. Mr. Reid commented that Bluffdale would only have 1 vote out of 30 and he had never seen that be fair.

Ms. Hanson commented that she has a small staff and the "squeaky wheel gets the grease". She encouraged Bluffdale to be the squeaky wheel if they choose to join. Mr. Reid stated that based on the size of staff, Bluffdale does not have the ability to assign a staff member to work with the Jordan River Commission.

Justin Westwood asked how funds are distributed. Ms. Hanson explained that none of the funds paid by Bluffdale would go to another city and would go toward operating expenses. She noted

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that their total annual budget is under \$200,000. Every project they do is funded by a grant or donation. Ms. Hanson commented that she was not interested in changing the formula. Mr. Reid remarked that the formula is fair to everyone except Bluffdale. Chris McCandless remarked that it would be difficult to change the formula. He personally was aware of two parks he would like to help the City fund. He recommended the City join the Commission and resign if they feel it is not of value. He mentioned that he has been an advocate for Bluffdale for many years.

James Wingate asked about trail management responsibilities. Ms. Hanson agreed to address that issue with the other Commission Members.

3. PUBLIC FORUM

Neal Gatherum gave his address as 14902 South Castle Valley Drive and distributed the “Bluffdale Shed Epidemic” handout. He reported that based on recent census data, there are roughly 1,849 residential single-family dwellings in Bluffdale. Fifty percent of the single-family homes include an outbuilding or shed. The current setback regulations in the zone are 10 feet on the side and back. Over 300 homes in Bluffdale are currently in violation of the setback requirements. This equates to 15% of all homeowners and ultimately 1 of every 3 sheds in the City are in violation, including his. Mr. Gatherum showed photos of his home and shed. He outlined his conditional variance request, which was the result of a slope that prohibits him from moving his shed.

Justin Westwood asked if the variance request should go before the Board of Adjustment before coming to the City Council. James Wingate felt that a discussion on shed dimensions was needed. Procedural issues were discussed. Mayor Timothy commented that the intent of the public forum is to hear the request. No decision could be made by the City Council tonight. He offered to follow up with Mr. Gatherum at the next “Meet the Mayor” night.

There were no further members of the public wishing to speak.

4. CONSENT AGENDA

- 4.1 Approval of the May 11, 2016 Meeting Minutes.
- 4.2 Preliminary Acceptance of Independence Plat E-5, and Beginning the Warranty Period.
- 4.3 Acceptance of Independence G-3 Park and Trails (West Pocket Park), Ending the Warranty Period.
- 4.4 Preliminary Acceptance of Wood Duck Hollow Phase 1, and Beginning the Warranty Period.

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4.5 Approval of a Resolution Approving a Franchise Agreement by and Between Wirelessbeehive.com, LLC, dba Beehive Broadband, and the City of Bluffdale.

Ty Nielsen moved to approve the consent agenda. James Wingate seconded the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.

5. Presentation of the Police Quarterly Statistical Report, Sergeant Shane Taylor.

Police Chief, Andrew Burton, displayed a photo of the Saratoga Springs Police Department. He expressed appreciation for the Council and staff participation on behalf of Bluffdale City at the awards luncheon. Chief Burton reported on events that have occurred since the last report and highlighted the Saratoga Springs Police Department activities. A recent officer involved critical incident was discussed. Chief Burton reported that several special events are coming up that they look forward to supporting. They participated in various trainings during the last quarter and several transitions were made. In May, they conducted a SWAT training at Camp Williams where they hosted the Unified Police Department's SWAT Team. Their sniper team, which Sergeant Shane Taylor is a part of, provided excellent training. The Trainer is a retired sergeant from the West Jordan Police Department and a retired Master Sergeant from the Air Force's Special Forces Unit.

Chief Burton reported that on the Saratoga Springs side they recently added 2.6 new officer positions. That is important for Bluffdale because their resources do not significantly support Saratoga Springs and they have to maintain enough manpower on their side to not have that be the case. They recently transitioned to the 9mm pistol from the 40 caliber. This was based on several studies that were conducted nationwide and a recommendation from the FBI based on a study that showed that in police shootings, police officers are more accurate with a 9mm than a 40 caliber. That is important in terms of liability for cities and police departments. They were able to make the transition and changed out approximately 45 pistols.

After trade-in they received about \$20,000 worth of pistols for \$3,000. Many of the guns needed to be replaced anyway. Rifle sights were next discussed that were valued at approximately \$280. Chief Burton mandated that the department's rifles be set up with both electronic sights and iron sights. Every officer is required to qualify using both. It turned out that there was a lawsuit against EO Tech regarding the electronic sights that was heat or cold related. They were able to trade the sights in directly to EO Tech. They are swapping out all of the sights for a version that does not have issues. Chief Burton reported that they went from a sight valued at \$280 to a \$650 sight at no cost to the department.

Chief Burton reported that a diagnostic physical fitness test was to take place later in the month. He explained that goals and standards are set that officers are encouraged to meet. Progress is assessed and officers are tested every few years. In the three years Chief Burton has been with the department, the officers have asked for a new shoulder patch. Recently, he led a committee of

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officers who put together recommendations for uniforms. They went in to the design process and ended up with a new shoulder patch, which was displayed.

Chief Burton reported that a new unit was created with a new sergeant position in the Special Services Unit. There is also a Sports Services Unit that has a part-time Logistics Manager who works 20 hours per week and is a retired Unified Police Department Sergeant. Chief Burton was thanked for keeping up on the potential liability issues with equipment.

Sergeant Taylor presented the 1st quarter statistical report. He introduced New Officer, Jared Chuchran, who recently completed the Unified Police Department's Motor School Course. Officer Chuchran was described as very competent and capable. Officer Andres "Gian" Gianfelice was also recently hired. He is the father of five and an avid hunter. He served nine years with the American Fork Police Department graduating at the top of his class at Utah Valley University, is fluent in Spanish, has 2 ½ years' detective experience, and is a motor officer. Mr. Reid asked Officer Gianfelice how Bluffdale's equipment compares to American Fork's. Officer Gianfelice commented that it is top notch. He commented that he is happy to be in Bluffdale.

Sergeant Taylor reported on the overall statistics for the 1st quarter and stated that the hours volunteers spent serving the City had increased. He commended the volunteers for their efforts. He commented that if they had been paid for their time, it would have equated to just over \$2,000. A sample coloring book to be given out during Old West Days was distributed for the Council's review. Other items included wrist bands, suckers, and badges.

Chief Burton commented that the gunlocks and color of the police cars were at the discretion of the City Manager. He recommended, however, that Mr. Reid consider the black and white motif from a safety and visibility standpoint.

6. Presentation of Child Safety Concerns at Bluffdale Elementary, Presenter, Adrienne Donner, Chair, Community Council.

Bluffdale Elementary School Community Council Chair, Adrienne Donner, reported that part of what they do is put together a Student's Neighborhood Access Plan "SNAP" plan. The plan identifies issues that concern the school and children with the involvement of both staff and parents. They write to Bluffdale City every year with issues and concerns they would like the Council to be aware of. Over the past few years they have requested a few items that are growing in urgency. They asked that the City take a portion of the school's property to construct a walking path from the park to the new County Park. A map was distributed showing areas of concern. Their primary concern was the area in front of the school on 2700 West. At either end there are crosswalks and immediately following them are signs that say "End School Zone". In the middle section, cars speed up to 35 mph while there are still students present and cars going in and out of the parking lot. Ms. Donner asked that a few signs be placed on either end so that the zone is longer.

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Mayor Timothy stated that the signs were posted based on a requirement from another organization. City Engineer, Michael Fazio, reported that he conducted research and stated that the distance is not specified and gives some leeway to the engineer to decide where to post the sign. The Mayor directed Mr. Fazio to analyze the situation and have City Attorney, Vaughn Pickell, research it from a state perspective.

Ms. Donner referenced page eight pertaining to tree trimming and stated that currently the trees block visibility and are impeding clearance. Ty Nielsen stated that he is a City Forester by profession and encouraged the public to take action when they see a situation and call City Hall who has an Arborist on staff who can trim the trees.

Ms. Donner requested that a solar powered speed sign be posted as motorists approach the school zone. The intent was for it to serve as a reminder. The Mayor commented that mobile signs were recently purchased by the Police Department and are much more effective because they can be moved around so that motorists don't get used to them.

There was next discussion of the sidewalk on 2200 West from 15000 South to 14400 South, which Ms. Donner described as "spotty". She explained that a lot of children in the area walk to school. Mayor Timothy stated that the City is aware of the situation and it is designated as an upcoming project. He also noted that the road and sidewalk would be done together. When the road rehabilitation is complete; sidewalk, curb, gutter, and drainage will be put in as well.

Mr. Reid commented that even though installing curb, gutter, and sidewalk is an improvement considered for impact fees, it is difficult to qualify 2200 West as needing improvement as a result of additional traffic and growth. Mayor Timothy asked if there were any available state sidewalk grants. Mr. Fazio stated that staff was working on that. Procedural issues were discussed.

Mr. Reid stated that there are certain projects for which funding is available. Road projects, however, are difficult because the City is in the middle of three large road projects and recently completed three others.

The Council expressed appreciation for Principal Eagan and the wonderful teachers at Bluffdale Elementary.

7. Consideration and Vote on a Resolution Approving a Reimbursement Agreement for Westgate Partners, LLC, Regarding Transportation Impact Fees for Construction of Noell Nelson Drive, Staff Presenter, Vaughn Pickell.

Mr. Pickell reported that the Council Members were provided with a copy of a Reimbursement Agreement to reimburse the developer for construction of Noell Nelson Drive. If passed by the Council, work was to begin the following day. Mr. Pickell indicated that the contract amount was attached to the plan.

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Ty Nielsen moved to approve a resolution approving the execution of a Reimbursement Agreement for Westgate Partners, LLC, regarding the Transportation Impact Fees for construction of Noell Nelson Drive. Alan Jackson seconded the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.

8. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year, Staff Presenter, Stephanie Thayer.

Mr. Reid reported that the Council was provided with the most current version of the budget. Accountant/HR Administrator, Stephanie Thayer, reported on the summary of changes made since the last meeting. The first change pertained to potential salary increases for the City Council and Mayor. Mayor Timothy proposed increasing the Council Member salaries to \$600 per month, which represented an increase of \$200 per month. It was recommended that Planning Commission salaries remain unchanged. Ty Nielsen wanted to see the salary figures from neighboring cities before taking action. Alan Jackson stated that they are much higher though it would be good information to have. Mayor Timothy stated that he would have gone higher on salaries but the City Council has denied his requests before but he thought it was needed.

Alan Jackson indicated that it does require a great deal of time to serve on the Council and could become a deterrent in the future in terms of deciding whether or not to participate. Ms. Thayer stated that on June 22 the Council will need to make a final decision and pass the budget. Mr. Kartchner commented that the Mayor has gone a number of years without an increase in pay and is also below the average. At the next meeting, Mr. Reid would bring salary comparisons for both the Council and the Mayor.

Mr. Reid reported that at the last meeting there was discussion about an increase for the Fire Department and Ambulance. The department requested a 5% increase and they settled on a 3% increase for all staff.

In the Streets budget a full-time Streets Worker was added. This will help offset the cost and need for a street sweeper. Mr. Reid indicated that he spoke to a Water Department employee earlier in the day and stated that they use the street sweeper extensively because of the large vacuum it has on it. This year they have budgeted to purchase and build a back trailer that will help the Water Department perform various duties that the street sweeper was used for other than street sweeping. This will free up the street sweeper to be dedicated to street sweeping.

The Engineering budget was increased too much and was reduced by \$15,000. With regard to the float, the budget was increased by \$2,500 for a complete float redesign with the new logo. Mr. Reid stated that for the last six years the budget has remained the same and Modern Display has had ongoing complaints. One year the float was borrowed from someone in Utah County that had spent \$20,000 on it.

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With regard to Old West Days, Ms. Thayer stated that a \$10,000 increase is requested. She noted that there is currently \$8,000 in reserve. Mr. Reid explained that for several years there has been a \$30,000 budget and there has been no increase. A very good job has been done of raising funding from sponsors and ultimately a reserve of \$80,000 was built. A decision needed to be made by the Council in terms of the level at which they would want to keep the reserve. If they decide that they have the ability to contribute extra, they could ask the Old West Days Committee how they could enhance the event with more funding. Mr. Reid reported that the Bluffdale Arts Advisory Board has a negative reserve balance and the Rodeo and Miss Bluffdale both have small reserves. He considered \$80,000 to be substantial. He thought it would be appropriate for him, Mr. Kartchner, and the Old West Days Committee to discuss their five-year plan.

It was reported that the cost of Old West Days for one year is \$91,000. It was recommended that a determination be made by the Council with regard to what the amount in the reserve should be. One suggestion was that it be one year's operating expenses. Mr. Reid reported that in this year's budget they have included a \$10,000 increase to the amount transferred from the General Fund to Old West Days from \$40,000 from the previous \$30,000.

Ms. Thayer reported that the Bluffdale Arts Advisory Board has a negative reserve. They requested an increase with the transfer from the General Fund to \$13,000. There had been discussion about increasing it to \$15,000 so that it is not in the negative. This would represent a \$6,000 increase from the prior year of \$9,000. Mayor Timothy commented that the Bluffdale Arts Advisory Board put in a great deal of work for performances and training and commit their homes, yards, and garages. For them to fundraise is difficult because they are already committing a substantial amount of time. It was suggested that they find better avenues to advertise and increase ticket sales.

Park Impact Fees were next discussed. Ms. Thayer stated that further discussion was needed. Mr. Reid reported that impact fees primarily fund parks. Currently, the major source of impact fees is Independence who has five different owners, two of which are very active. The Bluffdale Heights Subdivision has a fourth phase coming on but it will not generate a great deal in terms of impact fees. The DAI portion of Independence included an agreement that all of the funds generated must be spent in that portion of Independence. As a result, there will be very nice facilities there with a large amount of growth. On the Aclaime side, which consists mainly of Westgate, Marketplace, and soon the Day property, 85% of the funds will remain in those areas and 15% will be directed to City-wide projects. Going forward it will be important to identify the areas where funds are generated and how much will be spent in each area.

The three large projects outside of Independence were described as:

- Parry Farms Park. Mr. Reid stated that major progress was made on this park last year. The estimated cost to complete it this year was \$450,000.

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• Vintage Park. Mr. Reid stated that the park is located on Loumis Parkway just below the Bluffs Apartments and the new church that is going in. Money has been allocated for the cost and the design and will be presented to the Council for input. The initial cost was estimated at just under \$2,000,000. Mayor Timothy asked if there is an intent to integrate and access Smith's in the Gateway. Mr. Reid responded that there is. City Planner/Economic Development Director, Grant Crowell, commented it was easier to accomplish than originally thought.

• Rodeo Arena. Mr. Reid reported that approximately \$100,000 has been spent on a retaining wall and guard rail. Staff met with a bleacher manufacturer and asked for different levels of pricing. Currently, the west side bleachers seat just under 2,000. They are constructed of wood and need to be replaced. They also are not ADA compliant. \$2,000 was recently spent to repair wood sections for upcoming events. The Arena and Rodeo Committees reviewed the proposal and made various requests. A drawing was submitted showing what the arena will look like. The Council was asked to share their vision of the arena. The three levels of bleacher pricing were for 3,300 to 3,400 seats, 4,000 to 4,300 seats, and a 5,000-seat version. Staff was awaiting a response from the manufacturer on pricing. The initial prices showed that the cost of the 5,000-seat option was \$1.65 million.

Mr. Reid stated that there was discussion about whether to put a roof on the facility. He explained that the roof protects the equipment, however, most people are used to arenas that do not have roofs. In the event of rain, most people stay home regardless of whether the facility has a roof or not. A determination was made to look at the cost savings, which is \$200,000 to \$300,000 to exclude the roof and likely more as the seating level is increased. The final decision would be made by the Council. It was noted that the roof would be constructed of aluminum and the seats would be a mixture of individual seats and benches. There would be 800 individual seats in the premium area in the front, benches with backs in the center, and benches with no backs on the upper portion.

Staff agreed to submit additional drawings to the Council for review. A question was raised about whether a roof could be added later without having to tear anything down. Mr. Reid stated that it is a decision on cost the Council will have to make. A substantial amount of money could be saved by eliminating the roof or building the structure without a roof and putting more toward the size of the beams so that a roof could be supported later. Another option was to make a decision to do it all at once. Much of the decision will be based on the available funding. That had not yet been determined.

Mr. Reid stated that staff was looking for direction from the Council before going back to the committee. It was noted that a great deal of time and effort had been invested in coming up with the current drawings. The original cost estimate was \$3.9 million for the 5,000-seat facility, ticket stands, restrooms, and concession stands. What was being discussed tonight was only the bleacher portion of the improvements. It was noted that the most critical decision is whether it will be a community venue for horse enthusiasts or more diverse in terms of accommodating larger events

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such as concerts. Mr. Reid stated that with 5,000 seats, it can serve as a regional events center. The comment was made that it does not make sense to build a 5,000-seat facility for use on weekends by people for riding horses. It seemed more sensible to construct a 5,000-seat facility for concerts.

Mr. Reid stated that the Council could move forward on Parry Farms and delay the Arena and Vintage Park discussions until next February or July. The current bleachers have gaps in the back to accommodate the concession stands and/or restrooms underneath the back portion. He noted that they have a beam structure rather than a lattice structure. Mayor Timothy commented that that would be good for parking. Mr. Reid proposed that they complete Parry Farms and budget for the rodeo arena starting in July and then in February come back with the Vintage Park request knowing that the cost is \$2,000,000. At that time, they could consider the Arena and determine how far out to phase it. The Council expressed support for that option.

Alan Jackson commented that things can be done to the Rodeo grounds to make it look better without spending a lot of money. Mr. Reid stated that they have agreed to move forward on the Rodeo Blend and the Black Widow. He had also looked at tractors and found a 100 horse power plain tractor for \$21,000. He noted that the existing tractor does not have a cab or front end loader. To add those options increases the cost to \$50,000. A newer model costs \$75,000. He had never priced a new one. Mr. Dietrich reported that John Deere may have a lease option on a tractor. It was mentioned that the grounds are groomed daily.

Ms. Thayer next addressed capital projects and the Veterans Memorial. Mr. Reid stated that staff received a call from a scout who thinks he has located what may be a centerpiece for the Veterans Memorial. He was not sure of the cost but added \$6,000 to the budget for that expense.

Ms. Thayer reported on modifications made to the Capital Projects budget and stated that some items were removed as a result of discussion from last meeting. Input from the Council was desired with a decision needed at the next meeting. The salter was removed from the budget, however, at the advice of Mr. Dietrich the \$7,000 expenditure was added back in.

In the Water Fund there was discussion of equipment items. A determination was made that they were probably necessary and they were left in the budget for the time being. Mr. Reid and Ms. Thayer were asked to email the budget document in Excel spreadsheet format to the Council for review. The Council was asked to give input to staff prior to the next City Council Meeting.

Ms. Thayer stated that she looked at property tax information for the Certified Tax Rate from the State Auditor on June 17. She agreed to provide the rest of the documents to the Council in advance of the next meeting. With regard to Park Impact Fees, Mayor Timothy suggested budgeting \$450,000 for Parry Farms and leaving some to begin design work on Vintage Park. He recommended everything else be removed.

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With regard to the bleachers, Mayor Timothy recommended more time be spent making sure they do the right thing. By February of 2017, he hoped to have a firm answer on what the options are. In terms of parking, it was noted that for a 5,000-seat facility, 600 parking stalls would be required. Mr. Reid stated that parking should be available in the school parking but if not, the church parking lot or the parking lot in the new park can be utilized. Even though both are used, a decision needs to be made without counting them.

Participation in the Jordan River Commission was discussed. Alan Jackson stated that he had always been in favor of it but in the past it has not been approved. Mr. Reid objected to how much Bluffdale has to pay compared to other cities but commented that it is only \$5,000 per year. Mayor Timothy stated that even if there is no financial gain to the City the political benefits alone will be worthwhile. In addition, a representative from the City would need to participate. Alan Jackson volunteered to serve in that capacity.

Mr. Reid commented that crossing guards need to be assigned for the various school schedules.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call.

All Members of the Local Building Authority were present.

2. CONSENT AGENDA.

2.1 Approval of the May 11, 2016 Meeting Minutes.

Ty Nielsen moved to approve the consent agenda. James Wingate seconded the motion. The motion passed with the unanimous consent of the Board.

3. Presentation and Discussion of the Final Budget for the 2016-2017 Fiscal Year, Staff Presenter, Stephanie Thayer. (LBA FY2017 Final Budget Discussion Held in Conjunction with the Final Budget Presentation and Discussion).

The above matter was addressed as part of the Regular Meeting.

4. Adjournment.

The LBA Meeting was adjourned.

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

RDA Chair, Ty Nielsen, assumed the Chair.

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1. Roll Call.

All Members of the Bluffdale City Redevelopment Board were present.

2. CONSENT AGENDA.

2.1 Approval of the May 11, 2016, Meeting Minutes.

Mayor Timothy moved to approve the consent agenda. Alan Jackson seconded the motion. The motion passed with the unanimous consent of the Board.

3. Presentation and Discussion of the Final Budget for the 2016-2017 Fiscal Year, Staff Presenter, Stephanie Thayer. (LBA FY2017 Final Budget Discussion Held in Conjunction with the Final Budget Presentation and Discussion).

The above matter was addressed as part of the Regular Meeting.

4. Adjournment.

The RDA Meeting was adjourned.

CONTINUATION OF BUSINESS MEETING

Mayor Timothy resumed the Chair.

9. Mayor's Report.

Mayor Timothy reported that some cities wanted to form a focus group of mayors to make funding a higher priority for the Mountain View Corridor as opposed to Bangerter Highway. With the needs and wants, it was determined that the current ratio is satisfactory.

The Mayor indicated that a committee has been established to study a road from Salt Lake County over the mountain to Tooele County. There was no forethought on where it should be. The study was simply to address the possibilities. The funding allocated for the study was very narrow. Mayor Timothy and Mayor Applegarth recommended studying at least to Bangerter Highway.

10. City Manager's Report and Discussion.

Mr. Reid reported that the Demolition Derby was scheduled for the following Saturday. Appreciation was expressed to the Lions Club for providing tickets to the Council.

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The Council was updated on the City Hall Project. Mr. Reid reported that the floor has been poured and the backfill along the walls was near completion. In the near future they will connect to the sewer and put the iron or steel in for the beams and floors.

Mr. Reid reported that a Porter Rockwell Boulevard Segment 3 Construction Meeting was held recently. The project has commenced with a schedule to finish by next summer.

Mr. Reid indicated that staff met with a developer about the Fire Station in Independence and a potential property donation. The donation would give the current owner a tax deduction and provide the City with property on which to construct a Fire Station. He considered that to be a critical part of the Fire Station for the City to afford it.

With regard to Noell Nelson Drive, the Funding Agreement was approved earlier in the meeting. The following day, a Construction Meeting was to take place. The intent was to complete the project before October 15 when the asphalt plants close.

Mr. Reid reported on the City's website and stated that it will go live one week from Friday. They now have the ability to make adjustments on the fly. Council Members who identify changes to be made were encouraged to contact staff. Mayor Timothy suggested the website go live the following Monday instead of Friday.

Mr. Reid stated that he and Mr. Fazio have been meeting with representatives from Aclaime and the Jordan School District about the location of the Jordan School District properties in the Day area of Independence. The meetings were ongoing. The direction from the City was that they do not care particularly about where the school is located but they would like to keep the tracks crossing open, if possible. The City's preference was to have the elementary school as close to DAI as possible. Mr. Reid stated that the further south it is the better so that there is not a lot of traffic to the Westgate property neighborhoods. Mr. Reid noted that DAI owns property in the area as well.

It was reported that staff is working on the Capital Facilities Plan and hope to hold a meeting the following week. A meeting was scheduled the following morning with DAI to discuss parks and upcoming parcels in Independence. There was a dispute about how much of the extreme sloped area to purchase. An arbitrator was coming in to sit in on the initial discussions.

Mr. Reid reported that there are more inspections in Bluffdale than the City can keep up with. They have had an ongoing relationship with Forsgren Engineering who has served as the Backup Inspector when the City's Inspector gets overwhelmed or takes time off. Forsgren recently informed staff that their workload is such that they can no longer assist the City. As a result, staff presented a formal agreement to Kimball Engineering for backup inspection services. Sunrise Engineering was also being considered. Their rate is \$65 per hour, which was considered very reasonable for building inspection services. James Wingate mentioned that Todd Nelson (Noell

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Nelson's son) works for Skyline Engineering and may be able to help. Mr. Reid agreed to look into that option.

PLANNING SESSION

James Wingate commented that about one week ago there was an alleged cougar sighting at the entrance to Spring View Farms on the south side of 14600 South. There was some question as to the validity of the sighting. Mayor Timothy stated that cougars are occasionally seen in Bluffdale on the canal roads.

Council Member Wingate reported that UDOT is changing the requirements for how to submit B&C Roads to seek funding. A workshop was held earlier in the week throughout the state. Going forward they will require validation through map GIS data rather than just a spreadsheet showing road mileage.

Boyd Preece was interested in taking on the issue of interchange development. He reported that he has observed success when developers have become political. He offered to take the issue on if there are no other strategies in place. Mr. Reid expressed support on behalf of staff.

It was reported that Smith's Marketplace changed the bid date to June 20. The groundbreaking was also moved to August.

Resident, Dan Capel, reported that there is a City ordinance pertaining to accessory dwellings as part of principal residences. The ordinance requires a number of things including that accessory dwellings be connected to the primary residence and have an inside connection. Mr. Capel was aware of a number of properties in Bluffdale that have shops with apartment units. Before going through the process and requesting a change to the ordinance, he asked if there were strong feelings among the Council with regard to separating units and allowing accessory apartments to be separate from the house. Mr. Capel stated that he has aging parents who will eventually need housing. To help them feel more independent and to address cost concerns, it would be better to include the accessory dwelling as a second story of his garage.

Mayor Timothy stated that one of the reasons for requiring accessory dwellings to be attached is that parking would most likely occur in the garage or driveway rather than in the area between two adjacent buildings. Mr. Kartchner stated that he was on the Council when the matter was discussed extensively, and that specific clause was primarily designed to discourage what is proposed since it essentially increases the density to two units per acre. Having the two be connected would result in the homeowner being inclined to have someone that is trusted, such as parents or a family member, live in the home. The separation enables an accessory structure to be rented to anyone at which time it becomes two homes on one lot. Alan Jackson commented that the issue has been explored in the past and has never gotten much support. Boyd Preece expressed a similar concern and commented on how the situation would be handled for a future homeowner who would be able to rent the accessory dwelling to anyone.

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Mr. Crowell stated that he has received numerous calls about this issue and there appears to be a great deal of interest. Mr. Reid agreed and stated that there will also be a lot of opposition. Alan Jackson stated that at some point it becomes an enforcement issue. Mr. Reid recalled that the original discussion about detached garages, plumbing was not allowed in order to prevent them from being converted to apartments. They moved away from that since it is convenient for property owners to have a restroom in a garage because in many cases it is set back from the home. Unfortunately, this leads to violations. Mr. Capel appreciated the input from the Council and stated that he was not yet ready to take action.

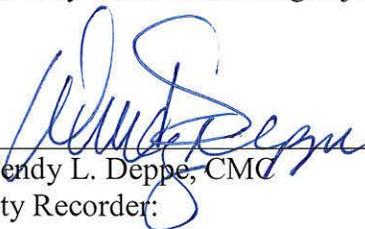
11. Closed Meeting Pursuant to Utah Code §52-4-205(1) to Discuss the Character, Professional Competence, or Health of an Individual, Collective Bargaining, Pending or Imminent Litigation, Strategies to Discuss Real Property Acquisition, Including Any Form of a Water Right or Water Shares, Security Issues,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

Justin Westwood moved to go into Closed Meeting to discuss pending or imminent litigation. Ty Nielsen seconded the motion. The motion passed with the unanimous consent of the Council.

The Council was in closed meeting from 9:49 p.m. to 10:16 p.m.

12. Adjournment.

The City Council Meeting adjourned at 10:16 p.m.



Wendy L. Deppe, CMC
City Recorder:



Approved: July 13, 2016

Approved by the LBA _____

Approved by the RDA _____

**BLUFFDALE CITY COUNCIL
CLOSED MEETING MINUTES
Wednesday, June 8, 2016**

Present: Mayor Derk Timothy
Alan Jackson
Ty Nielsen
Boyd Preece
Justin Westwood
James Wingate

Staff: Mark Reid, City Manager
Vaughn Pickell, City Attorney
Grant Crowell, City Planner/Economic Development Director
Blain Dietrich, Public Works Operations Manager
Michael Fazio, City Engineer
Bruce Kartchner, City Treasurer
Brittany Skinner, Assistant City Attorney
Wendy Deppe, City Recorder

At approximately 9:49 p.m. Mayor Derk Timothy called the meeting to order.

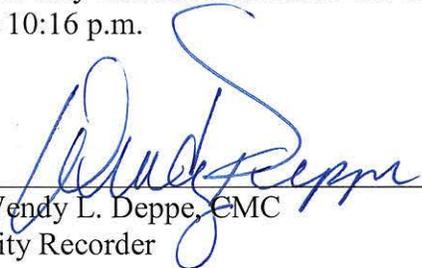
Motion: Justin Westwood moved to go into Closed Meeting to discuss pending or imminent litigation.

Second: Ty Nielsen seconded the motion.

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

Pending or imminent litigation issues were discussed.

The City Council returned to the City Council chambers to resume the open portion of the meeting at 10:16 p.m.



Wendy L. Deppe, CMC
City Recorder



Approved: _____ July 13, 2016

Approved by the LBA _____

Approved by the RDA _____



*****AMENDED*****

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, June 22, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, June 22, 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 May 25, 2016 meeting minutes.
 - 3.2 Preliminary acceptance of Independence Plats L and N-1, and beginning the warranty period.
 - 3.3 Approval of a resolution declaring certain assets surplus and authorizing the sale of said assets.
4. **PUBLIC HEARING** - Consideration and vote on an ordinance vacating a portion of a public street between the section line and the east right of way line of 1690 West Street at approximately 14353 South 1690 West, Debbie Holt, applicant (continued from the January 6, 2016 Planning Commission meeting), staff presenter, Paul Douglass.
5. **PUBLIC HEARING** - Consideration and vote on amending the General Plan from Very Low Density to Low Density Residential and a Zone Map Amendment from R-1-43 to R-1-10 at approximately 14780 South 1690 West, Dale Bennett & Garth Johnson, applicants, staff presenter, Paul Douglass.
6. Consideration and vote on a resolution approving a Cable Television Franchise Agreement between the City of Bluffdale, Utah, and Comcast of Utah II, Inc., staff presenter, Vaughn Pickell.

7. Consideration and vote on a resolution authorizing execution of an Interlocal Cooperation Agreement with Salt Lake County providing for the transfer of up to \$1,500,000 of County Transportation Funds to the City of Bluffdale, staff presenter, Vaughn Pickell.
8. ***Consideration and vote on a resolution of the Bluffdale City Council authorizing the City Manager to enter into agreements awarding a contract for the Park to Park Connection Project and establishing a contingency, staff presenter, Michael Fazio.
9. ***Consideration and vote on a resolution of the Bluffdale City Council authorizing the City Manager to enter into agreements awarding a contract for the Design Improvements of Segment 5 of Porter Rockwell Boulevard, staff presenter, Michael Fazio.
10. Consideration and vote on a resolution authorizing the City's participation in the Utah Retirement Systems Firefighters System for current full-time Firefighters, or the date of hire for future full-time Firefighters, staff presenter, Stephanie Thayer.
11. Consideration and vote on a resolution adopting the Certified Tax Rate for Salt Lake County for the purpose of levying taxes within the City of Bluffdale for the Fiscal Year 2016-2017, staff presenter, Stephanie Thayer.
12. Consideration and vote on a resolution adopting the Certified Tax Rate for Utah County for the purpose of levying taxes within the City of Bluffdale for the Fiscal Year 2016-2017, staff presenter, Stephanie Thayer.
13. **PUBLIC HEARING** – Consideration and vote on a resolution adopting an Amended Budget for the 2015-2016 Fiscal Year, staff presenters, Mark Reid and Stephanie Thayer. **(LBA & RDA Public Hearings held in conjunction)**
14. **PUBLIC HEARING** – Consideration and vote on an ordinance adopting an amended Consolidated Fee Schedule for Administrative, Service and Development fees, including Water rates, charged by the City of Bluffdale, staff presenters, Mark Reid and Stephanie Thayer.
15. **PUBLIC HEARING** – Consideration and vote on a resolution adopting the Budget for the 2016-2017 Fiscal Year, staff presenters, Mark Reid and Stephanie Thayer. **(LBA & RDA Public Hearings held in conjunction)**

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA** –
 - 2.1 Approval of the May 25, 2016 meeting minutes.
3. **PUBLIC HEARING** – Consideration and vote on a resolution adopting an Amended Budget for the 2015-2016 Fiscal Year, staff presenters, Mark Reid and Stephanie Thayer. **(LBA Public Hearing held in conjunction with the City Budget Hearing)**
4. **PUBLIC HEARING** – Consideration and vote on a resolution adopting the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Mark Reid and Stephanie Thayer. **(LBA Public Hearing held in conjunction with the City Budget Hearing)**
5. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA** –

2.1 Approval of the May 25, 2016 meeting minutes.

3. **PUBLIC HEARING** – Consideration and vote on a resolution adopting an Amended Budget for the 2015-2015 Fiscal Year, staff presenters, Mark Reid and Stephanie Thayer. **(RDA Public Hearing held in conjunction with the City Budget Hearing)**
4. **PUBLIC HEARING** – Consideration and vote on a resolution adopting the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Mark Reid and Stephanie Thayer. **(RDA Public Hearing held in conjunction with the City Budget Hearing)**
5. Adjournment

CONTINUATION OF BUSINESS MEETING

16. Mayor's Report
17. 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.

18. 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).
19. Adjournment

Dated this 21st day of June, 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 AND ON THE PUBLIC MEETING NOTICE WEBSITE, 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.

**BLUFFDALE CITY COUNCIL,
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD, AND
REDEVELOPMENT AGENCY BOARD
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Wednesday, June 22, 2016**

Present: Mayor Derk Timothy
Ty Nielsen
Boyd Preece
Justin Westwood
James Wingate

Staff: Mark Reid, City Manager
Vaughn Pickell, City Attorney
Grant Crowell, City Planner/Economic Development Director
Michael Fazio, City Engineer
Stephanie Thayer, Accountant/HR Administrator
Brittany Skinner, Assistant City Attorney
Police Sergeant Shane Taylor
Fire Chief, John Roberts
Wendy Deppe, City Recorder

Others: Johnny Loumis, Jr., Planning Commission Member
Jaxxon Swallow, Eagle Scout
Stephen Edwards, Legal Counsel for Debbie Holt

Excused: Alan Jackson

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING

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

1. Roll Call, Invocation, and Pledge.

All Members of the City Council were present with the exception of Alan Jackson, who was excused.

Ty Nielsen offered the invocation.

Scout Jaxxon Swallow, introduced himself and was present to propose a crosswalk sign at the corner of 14400 South and 2395 West for his Eagle Project.

Jaxxon Swallow led the Pledge of Allegiance.

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2. PUBLIC FORUM.

Jill McGill gave her address as 14035 South Market View Drive, Apartment C204 and was present to address the emergency access point on the back side of the Bluffs Apartments that connects to Loumis Parkway. Her understanding was that an agreement was entered into between the City and EMG, the apartment management company, specifying that it would remain an emergency access point. The City has changed significantly since the apartments were constructed. Mrs. McGill noted that there is only once entrance from Redwood Road, which is very dangerous. There is a light intended at that location eventually, but she considered it to be very dangerous for the residents to get in and out, especially during rush hour.

Mrs. McGill recognized the issues that exist with the blind curve on 1300 West. Her understanding was that there have been a few accidents in the area already. She proposed that the area be made a three-way stop and a sign posted on the blind curve so that oncoming traffic knows to slow down. It was verified by Mayor Timothy that the speed limit in the area is 25 mph. Mrs. McGill was not sure about funding and did not know what the cost would be to purchase and post three stop signs. She also was not aware of other potential legal ramifications. She commented that a lot of people support what is proposed. Mayor Timothy stated that when Smith's opens for business on the Gateway property, there will be a natural tendency for people to want to go through the area. He suggested that be considered as well. Possible options were discussed including connecting the Gateway property to 1300 West without going through the Bluffs. He considered that to be a better option than opening the gate.

Mrs. McGill described the difficulty she has had getting to and from her home. She stated that her husband has severe anxiety and refuses to travel during certain times of the day because he cannot get onto Redwood Road. In addition, there have been accidents in front of the entrance that have prevented her from leaving her home for work because she cannot get across the road. She asked what the next step should be. Mayor Timothy agreed to stay in contact with Mrs. McGill. He stated that the City gets an equal number of complaints about the gate being open as having it closed.

Johnny Loumis, Jr. gave his address as 14315 South Loumis Parkway and addressed the following talking points:

1. Bluffs Road was never intended to be used as a primary entrance or exit and was not engineered as such. It was always intended to be as a secondary road emergency access only.
2. Loumis Parkway has no center turn lane to turn left and coming from the apartments or townhomes there is no left hand turn to the east or north. The area is very dangerous because of blind spots with the curvature of the road and speeding.

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3. Mr. Loumis' wife has had several close calls when the gate has been open and she now returns home from work on Loumis Parkway. Others have made mention of close calls as well.
4. Loumis Parkway was not built to handle the additional volume from the Bluffs Apartments. Trophy Homes never wanted to participate in developing Loumis Parkway and would not contribute to its improvement.
5. Loumis Parkway has the S curve on one end and the corner of 1300 West and Redwood Road curve on the other. Neither can absorb traffic from the Bluffs Apartments.
6. Bluffs residents should approach the Smith's developers to resolve the problem. Exiting onto Loumis Parkway will only cause additional problems.
7. If the City were to pass the request, he could foresee a huge liability for the City because neither road was engineered or planned to accommodate the additional traffic from the Bluffs.

Jaxxon Swallow gave his address as 14539 South 2700 West and reported that for his Eagle Project he was proposing a crosswalk at 14400 South and 2395 West. He would like to install two crosswalk signs as well to make motorists aware that pedestrians are crossing and to be alert. Photos of the finished project were displayed. Jaxxon highlighted the benefits of the proposed sign including:

1. Pedestrian safety;
2. Low maintenance design that is easy to repair. With the solar panel the sign will operate up to 30 days 24/7 operation. Without the solar panel, the battery alone can last up to 30 days. No power or trenching is needed to install the unit.

The cost of the sign is \$6,000. Jaxxon was not sure how much money he could raise but stated that packets were prepared to distribute to residents. City Manager, Mark Reid, clarified that the City would help with the project as it will greatly enhance the park and the safety of the school children. He believed it was in the City's best interest to provide assistance. Installation and shipping of the sign would be provided free of charge by the sign company, Intermountain Traffic Safety. The price was also discounted due to the merit of the project. The height of the sign was described as 7 ½ to 8 feet to the bottom of the sign. The Council agreed to include the cost of the sign in the budget. Jaxxon was commended for choosing a project that benefits the community for his Eagle Scout Project.

Ruth Rowley gave her address as 14073 South Chardonnay and addressed the purchase of her condominium in the Vintage thinking that Bluffdale would be a nice place to live. She was concerned about what was discussed tonight and stated that there are a lot of children in the area.

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If there is another option for the road she asked why it was not being investigated. Her understanding was that the City Council established the roadway and the City constructed Market Street, which was very nice, and then took it away. Access and safety issues were discussed. Ms. Rowley urged the City Council to do something and take action.

Stephanie Loving gave her address as 14072 South Senora Way. She reported that she spoke to the Fire Chief and obtained information relating to the gated exit that was intended to be only an emergency exit for the Bluffs Apartments. She stressed that it is for emergency use only. The Fire Chief explained to her that the only reason it was opened was because of vandalism. Mr. Reid explained that the gate has been torn down and totally removed. The City ultimately donated \$5,000 to the Bluffs Apartments to install a camera to monitor the gate and reduce vandalism.

Ms. Loving stated that the residents of Vintage Condos and Townhomes and the Bluffs Apartments believed it was taken down because construction was taking place and it allowed them to have more access. She stated that there has been a serious problem with vandalism in their subdivision. She serves on the HOA board and wants to resolve the issues. If there was another access for the Bluffs she believed it would eliminate a lot of the vandalism that is occurring. They have put up security cameras and noticed that the vandalism is being done by residents of the Bluffs Apartments. Ms. Loving proposed that there be a separate access for the Bluffs and that Vintage View not be a public through street. She wanted to ensure the safety of children. She recommended two speed bumps be installed at the top and bottom and a stop sign and pedestrian crossing put in similar to what was proposed by Jaxxon Swallow. Ms. Loving also recommended the Vintage have a separate access.

Ms. Loving commented on the park that will be built nearby, which will be a great place for children to play. It will, however, create an issue with children from the Bluffs who will come through Vintage and behind the townhomes to get to the park. A recent incident involved teenagers in what appeared to her to be a sexual assault. The Vintage residents were concerned that they are needing to put so much time and effort into keeping the area safe.

There were no further public comments. The Public Forum was closed.

3. CONSENT AGENDA.

3.1 Approval of the May 25, 2016 Meeting Minutes.

3.2 Preliminary Acceptance of Independence Plats L and N-1, and Beginning the Warranty Period.

3.3 Approval of a Resolution Declaring Certain Assets Surplus and Authorizing the Sale of Said Assets.

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James Wingate moved to approve the consent agenda as written. Ty Nielsen seconded the motion. The motion passed with the unanimous consent of the Council.

4. PUBLIC HEARING – Consideration and Vote on an Ordinance Vacating a Portion of a Public Street Between the Section Line and the East Right of Way Line of 1690 West Street at Approximately 14353 South 1690 West, Debbie Holt, Applicant (continued from the January 6, 2016 Planning Commission Meeting), Staff Presenter, Paul Douglass.

City Planner/Economic Development Director, Grant Crowell, presented the staff report and stated that the applicant has requested that the City Council consider the vacation of a portion of an existing public right-of-way. The proposed vacation area was identified as between the back of the sidewalk from the newly constructed 1690 West to the section line. Some of the property is beyond what is necessary for the existing road. He noted that there is a power line approximately 20 feet behind the sidewalk, which is in the public interest. With a vacation request, a determination is made as to whether any private parties would be adversely affected by vacating the public interest.

Mr. Crowell reported that the Planning Commission reviewed the request and ultimately forwarded a positive recommendation to vacate but retain 20 feet behind the sidewalk in the event additional right-of-way is necessary. It was clarified that the power pole will remain in the public right-of-way. The Planning Commission proposed that 20 feet be retained in the public right-of-way behind the current curb location.

Steve Edwards identified himself as the legal counsel for the applicant, Debbie Holt. He clarified that Ms. Holt was appreciative of the proposed vacation but wished to have a full vacation rather than the proposed partial vacation. He stated that the statute indicates that the right-of-way is to be vacated where there is good cause for it and neither the public interest nor any person will be materially injured by it. Both components of the statute are met through the total vacation of the right-of-way. Mr. Edwards explained that the right-of-way being sought is enjoyed by Ms. Holt's neighbors to the north and south. An aerial photo of the property was displayed showing the proposed vacation and the neighboring properties.

Mr. Edwards' understanding was that the Planning Commission is recommending that an area that is approximately 20 feet in depth past the sidewalk remain in the right-of-way. He questioned what the legal basis or source documents were for the right-of-way associated with Ms. Holt's property. He reported that Ms. Holt purchased the property in 1985. The home was built in 1952. He recommended that Ms. Holt be treated the same as her neighbors to the north and south.

Mayor Timothy opened the public hearing. There were no members of the public wishing to speak. The public hearing was closed.

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In response to a question raised by Ty Nielsen, the right-of-way line was identified as the parcel line.

In response to a question raised, City Attorney, Vaughn Pickell, reported that the power lines are within the area that will remain in the public right-of-way if the vacation is adopted. If it is fully vacated, the power lines will be on private property, which will affect franchise agreements. If it is in the public right-of-way and a project requires a pole to be moved, Rocky Mountain Power will move them. If it is on private property, the City has to pay for relocation.

Ty Nielsen moved to approve the ordinance vacating a portion of a public street between the section line and the east right-of-way line of 1690 West Street at approximately 14353 South 1690 West as recommended by the Planning Commission. Justin Westwood seconded the motion.

Boyd Preece was not opposed to the full vacation but would want to be aware of the potential impacts of the road widening. James Wingate clarified that the City has no intention of using it now but may need to widen the road in the future. Even if the City does not give the whole piece, Ms. Holt can still use the property in a similar manner to how she is using it now, unless the road is widened in the future.

Vote on motion: Justin Westwood-Aye, James Wingate-Aye, Boyd Preece-Nay, Ty Nielsen-Aye. The motion passed 3-to-1.

5. PUBLIC HEARING – Consideration and Vote on Amending the General Plan from Very Low Density to Low Density Residential and a Zone Map Amendment from R-1-43 to R-1-10 at Approximately 14780 South 1690 West, Dale Bennett and Garth Johnson, Applicants, Staff Presenter, Paul Douglass.

Justin Westwood identified his home on the site map displayed and stated that he may have conflict of interest.

Mr. Crowell presented the staff report and stated that the subject property has been utilized as part of the same farm area. Existing crossings and access issues were a significant topic of discussion among the Planning Commission. He explained that the existing zoning framework has the transition of the two main residential zones in the area on the property line. Much of the historic Bluffdale development along Redwood Road is zoned R-1-10. Property to the south and west is zoned R-1-43. The General Plan anticipates commercial redevelopment along Camp Williams and Redwood Road in the future. A few parcels have been zoned commercial over the past few years, which was expected to continue. That area, however, is separated by canals and will not likely extend to the subject property.

Mr. Crowell explained how the property is accessed and indicated where the narrow public street ends. In some places, it is difficult to pass. Features of the surrounding property and zoning were

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described. The General Plan provides guidance but does not specify how to address a situation where the line goes through the middle of the property. Currently 20 homes are proposed. Mr. Crowell indicated that the Planning Commission forwarded a negative recommendation on both proposals.

Dale Bennett, identified himself as the Engineer for the applicant, Erlene Johnson. He reported that since the Planning Commission Meeting they took Commissioner Loumis' advice to perform more due diligence. This week they have worked with various people and obtained a lot of information. They met with Gary Cannon, the President of the canal company, who expressed a willingness to work with the applicants on the road widening. Mr. Bennett stated that there is approximately 270 feet from the access to the corner where the public road begins. They also received an email from the Anderson Trust, which owns the property to the north of the Andersons and Mr. Westwood. They indicated that they would be willing to work with the applicant as well. Their intent is to sell the property and develop it. They agreed to work with the applicants on another access onto Redwood Road. Mr. Bennett asked the Council to continue the matter to the next meeting to allow them more time to compile additional materials.

Mr. Bennett stated that they have reached out to all of the landowners but have not yet had a chance to negotiate with all of them. They contacted UDOT and set up a pre-application meeting which was scheduled for the following week. At that time, they will review the various options available.

Mayor Timothy commented that the 30-lot rule on a single point of ingress/egress will be an issue. Without a second access the City Council almost has to deny the request. In order for it to be approved, he felt that the second access must be part of the proposal. Mr. Reid stated that at the point near the access off of Redwood Road, the 30-lot rule is still in place unless access is obtained across the bridge on the south. He asked the applicants how many lots would be proposed if the property were rezoned R-1-10. Mr. Bennett estimated it would be 23 lots with one-half acre average lot sizes.

The applicant, Erlene Johnson, gave her address as 14516 South Camp Williams Road and reported that years ago they developed an 80-acre subdivision to the south. Her recollection was that the subdivision is accessed off of Camp Williams Road. At that time, they had a right-of-way into the canal from years earlier. The Mayor indicated that that would be something to be worked out if the request is approved.

Mayor Timothy opened the public hearing.

Linda Crane gave her address as 14846 South 1690 West and stated that 1690 West is a very narrow road and requires caution. If 23 homes are added to the road with the associated traffic, there will be problems. She questioned how the road could be widened since the canal company only owns so much property. Ms. Crane thought the applicants should first be required to prove

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that the proposal will fit in the community and be safe. She recommended the applicants stay away from 1690 West and pursue other safer alternatives.

Chris Nielsen gave his address as 14648 South 1690 West and encouraged the developer to look at other alternatives to 1690 West for safety reasons. He has lived on 1690 West for 33 years and felt that the cost of increasing the road size will ultimately decrease the lot sizes. Mr. Nielsen did not consider 1690 West to be viable due to the width.

Roger Kent gave his address as 14860 South 1690 West and identified his property on the map displayed. He highlighted a very steep hill that makes it very difficult to drive on in the winter. He noted that it has never been maintained during the winter months.

There were no further public comments. The public hearing was closed.

Noticing issues were discussed. It was clarified that no additional notices were required beyond a meeting notice. Ty Nielsen asked about the ramifications to the applicant if the request is denied. Mr. Pickell stated that if the request is denied, the applicants would have to reapply.

Justin Westwood referenced the steep hill and acknowledged the need for a new bridge. Another ingress/egress option would be needed other than 1690 West. He stated that the access identified by Mrs. Johnson suggested that it would involve the resolution of additional issues. Boyd Preece recommended the request be denied since there are too many undecided issues.

Ty Nielsen moved to deny the request to amend the General Plan from Very Low Density to Low Density Residential and a Zone Map Amendment from R-1-43 to R-1-10 at approximately 14780 South 1690 West. James Wingate seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Abstained. The motion passed unanimously with one abstention.

6. Consideration and Vote on a Resolution Approving a Cable Television Franchise Agreement Between the City of Bluffdale, Utah, and Comcast of Utah II, Inc., Staff Presenter, Vaughn Pickell.

Mr. Pickell presented the staff report and provided the Council with an updated Franchise Agreement between Comcast and the City of Bluffdale. The current agreement expired and the updated document conforms with existing federal law. The agreement allows for relocation by Comcast at their expense for City projects with 10 days' notice. It also requires Comcast to pay a franchise fee to the City. Over the past year this has equated to approximately \$45,000. Mayor Timothy indicated that a correction needed to be made to the effective date.

Ty Nielsen moved to approve a resolution approving a Cable Television Franchise Agreement between the City of Bluffdale, Utah and Comcast of Utah II, Inc., as written with the corrected effective date. James Wingate seconded the motion. Vote on motion: Boyd

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Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye. The motion passed unanimously.

7. Consideration and Vote on a Resolution Authorizing the Execution of an Interlocal Cooperation Agreement with Salt Lake County Providing for the Transfer of up to \$1,500,000 of County Transportation Funds to the City of Bluffdale, Staff Presenter, Vaughn Pickell.

Mr. Pickell informed the Council that the proposed agreement was put forward by Salt Lake County who is the entity that disburses the County Transportation Funds. It is intended to serve as a reimbursement situation where the City can qualify for up to \$1.5 million in reimbursement from the County. Mayor Timothy clarified that the effective date of the agreement will be June 22, 2016.

James Wingate moved to approve a resolution authorizing the execution of an Interlocal Cooperation Agreement with Salt Lake County providing for the transfer of up to \$1,500,000 of County Transportation Funds to the City of Bluffdale. Justin Westwood seconded the motion. Vote on motion: Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye. The motion passed unanimously.

8. Consideration and Vote on a Resolution of the Bluffdale City Council Authorizing the City Manager to Enter into Agreements Awarding a Contract for the Park to Park Connection Project and Establishing a Contingency, Staff Presenter, Michael Fazio.

City Engineer, Michael Fazio, described the project and stated that the bids were opened on June 20 and the low bidder was Miller Paving, Inc. at a cost of \$97,561.48 plus a 10% contingency for a total of \$107,317.63. Three bids were received with one being declared unresponsive. It was recommended that the project be approved.

Mr. Fazio stated that it could be done in January or February of next year or late in the fall. The Mayor indicated that it cannot be done in the fall because of the timing of the school. Mr. Reid stated that the agreement with the school is to do it during the summer while school is out. Timing issues were discussed. The possibility of delaying it for one year was mentioned. Mr. Reid stated that because the job is so small, it is difficult to find any bidders.

Justin Westwood moved to pass a resolution authorizing the City Manager to enter into agreements awarding a contract for the Park to Park Connection Project with Miller Paving, Inc., including a 10% contingency, for a total of \$107,317.63. Ty Nielsen seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

9. Consideration and Vote on a Resolution of the Bluffdale City Council Authorizing the City Manager to Enter into Agreements Awarding a Contract for the Design

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Improvements of Segment 5 of Porter Rockwell Boulevard, Staff Presenter, Michael Fazio.

Mr. Reid recommended that the above matter be tabled as additional information was needed to proceed.

Ty Nielsen moved to table the above item until a future meeting. Justin Westwood seconded the motion. The motion passed with the unanimous consent of the Council.

10. Consideration and Vote on a Resolution Authorizing the City's Participation in the Utah Retirement Systems Firefighters System for Current Full-Time Firefighters, or the Date of Hire for Future Full-Time Firefighters, Staff Presenter, Stephanie Thayer.

Accountant, HR Administrator, Stephanie Thayer, presented the resolution authorizing the City's participation in the Utah Retirement Systems Firefighters System. Currently, Bluffdale has one full-time employee in the Fire Department, who is the Fire Chief. His benefits will be retroactive to the date he went full-time, which was March 17, 2014. One of the key requirements to participate in the fund is to maintain the full-time Fire Chief position. No budget adjustment is required. It was noted that the change will result in a better benefit for Chief Roberts.

Mr. Reid indicated that if the City brings any more full-time employees into the Fire Department, they will be eligible for the pension. Those that are Tier 1 will receive a better benefit than is available for public employees. Because of Chief Roberts' hire date, he is a Tier 2 employee. There is no budget adjustment because the City has been paying toward his pension. Any employee hired will get a better pension benefit.

Ty Nielsen moved to approve the resolution authorizing the City's participation in the Utah Retirement Systems Firefighters System for current full-time firefighters or the date of hire for future full-time firefighters. Justin Westwood seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

11. Consideration and Vote on a Resolution Adopting the Certified Tax Rate for Salt Lake County for the Purpose of Levying Taxes Within the City of Bluffdale for the Fiscal Year 2016-2017, Staff Presenter, Stephanie Thayer.

Ms. Thayer recommended that the tax rate of .001218, as set by the State Auditor, be adopted. The rate is the same for Utah and Salt Lake Counties. Mr. Reid reported that the certified tax rate sets the City's property tax rate. If the City chooses to impose a tax increase, they would need to go through the Truth in Taxation hearing process which would result in a vote in August. Mr. Reid explained that the certified tax rate is set based on property valuations in order to maintain the same property tax level as the previous year. If property valuations had increased, the certified

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tax rate would have decreased in order to generate the same amount of property tax. The difference is that any property added in terms of growth would result in an increase in property tax to the City. Year to year a similar property tax is included in the budget. With the annexation of the Utah Data Center, a portion of the City is in Utah County. For that reason, a certified tax rate needs to be set in both Salt Lake and Utah Counties. The certified tax rate in Utah County will generate less than \$1,000 in property tax.

Mayor Timothy asked why the projected property tax is not less than it was this year. Mr. Reid explained that the actual property tax is always much higher than what is projected compared to the certified tax rate. Every year the property tax budget is set at the amount the certified tax rate will generate.

Justin Westwood moved to pass a resolution adopting the certified tax rate for Salt Lake County for the purpose of levying taxes within the City of Bluffdale for the fiscal year 2016-2017 at a rate of .001218. Ty Nielsen seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

12. Consideration and Vote on a Resolution Adopting the Certified Tax Rate for Utah County for the Purpose of Levying Taxes Within the City of Bluffdale for the Fiscal Year 2016-2017, Staff Presenter, Stephanie Thayer.

It was noted that the certified tax rate for both Salt Lake and Utah Counties is the same at .001218.

Justin Westwood moved to pass a resolution adopting the certified tax rate for Utah County for the purpose of levying taxes within the City of Bluffdale for the fiscal year 2016-2017 at a rate of .001218. Ty Nielsen seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

13. PUBLIC HEARING – Consideration and Vote on a Resolution Adopting an Amended Budget for the 2015-2016 Fiscal Year, Staff Presenters, Mark Reid and Stephanie Thayer. (LBA and RDA Public Hearings Held in Conjunction.)

Ms. Thayer highlighted the proposed changes ending June 30, 2016. She explained that to bring down the General Fund balance, there is a proposal to reduce the transfer to Capital Projects from the General Fund from 22% to 8%. She noted that the maximum is 25% and the minimum is 5%.

Ms. Thayer next referenced changes to the City Council and Sanitation, Professional and Technical, line items which appear to be slightly over budget. It was proposed that a change be made to more closely reflect the amount needed.

It was proposed that \$1,000 be budgeted for an overage in the Bluffdale Arts Advisory Board's costume budget. Mayor Timothy indicated that it was taken into account with the additional to be

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budgeted next year. Mr. Reid doubted they would use any of the reserve but was intended to be a safety measure to ensure that they do not go over budget. The change was essentially for auditing purposes.

With regard to the Miss Bluffdale Pageant, there was an increase in the cost of fundraising. For Old West Days, it was recommended that \$15,000 of the fund balance be used.

A question was raised about what contributed to the City Council Professional and Technical costs. Mr. Reid stated that is primarily transcription of the minutes. The dollar amount has not changed but varies based on the length of meetings and the amount of time spent.

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

Ty Nielsen moved to approve the resolution adopting an Amended Budget for the 2015-2016 fiscal year. Justin Westwood seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

14. PUBLIC HEARING – Consideration and Vote on an Ordinance Adopting an Amended Consolidated Fee Schedule for Administrative, Service, and Development Fees, Including Water Rates Charged by the City of Bluffdale, Staff Presenters, Mark Reid and Stephanie Thayer.

Ms. Thayer presented the proposed changes shown in red. They included the hotel transient tax, which was in anticipation of a hotel locating in Bluffdale. The intent was for the City to have the ability to charge a transient room tax pursuant to Utah law. Under Police, a GRAMA request was changed to the actual cost per the ordinance. With regard to the Cemetery, outside of City business hours an additional \$100 is typically charged for a regular burial. There was nothing similar for cremations.

With regard to water rates, Mr. Reid stated that an email was sent out proposing a water rate increase. Bruce Kartchner was asked to look at the water rates. Mr. Reid reported that the City is currently receiving just under a 3% increase from Jordan Valley Water Conservancy District. The current rate is \$1.75, \$2.15, \$2.85, and \$3.50 per 1,000 gallons. Mr. Reid's proposal was to increase the rates by \$.10, \$.15, \$.20, and \$.25 on the respective tiers. The rate increase will be effective for the City on July 1. In response to a question raised, Mr. Reid stated that all of the City's culinary water is purchased from Jordan Valley. There are individuals in the City that have wells and the City has one well but it is not used for culinary water.

Mayor Timothy commented that not all of the increase is to accommodate growth. For instance, additional water storage is needed for the current population that growth does not account for. He believed the City's rates were significantly low in terms of what the needs will be. He suggested that Mr. Kartchner perform his analysis after July 1 when he is employed full-time by the City.

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The Mayor did not want to raise rates twice and did not consider the increase proposed by Mr. Reid to be substantial enough. In response to a question raised, the Mayor stated that there have been complaints received about water rates being too high from citizens, however, they are people who water their entire yard with culinary water. The Mayor was concerned that if the rates are not increased sufficiently now, they will eventually have to be increased again. He was of the opinion that if not raised enough now, they will be raised twice in a short period of time. Mr. Reid clarified that rates can be raised at any time but it would be noticed as a separate meeting rather than a change to the fee schedule.

Mr. Reid stated that each year since he came to work for the City, they have done a small rate increase each year that equaled the amount of the increase imposed by Jordan Valley. He explained that the majority of the City is in Tier 1. Mayor Timothy stated that when he was running for Mayor there were only six or eight users that were over 100,000. Mr. Reid indicated that there are at least 12 now. He explained that one of the purposes of the tiers is to promote conservation. They have done their conservation by paying for the reuse water project.

SWPP fees were discussed. Mr. Reid reported that the requirements for the City to perform inspections for SWPP has created an increase. They have contracted with a company to perform the inspections. In analyzing the situation over the next three to six months, they may decide to bring inspector services in house. It was noted that the inspections have to be taking place by July 1.

With regard to the water rate, Mayor Timothy commented that if the lowest tier was changed it could be increased significantly and still very few citizens would notice. Those that complain about the cost are typically those in the higher tiers. Changing the higher tiers twice would be much worse than imposing a single increase.

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

Ty Nielsen proposed there be one water rate change rather than two. Mr. Reid compared Bluffdale's rates with those of surrounding cities. For example, Riverton City has no tiers and charges a flat rate of \$3.90 per 1,000 gallons. Bluffdale's cost from Jordan Valley during the summer months is \$1.68 per 1,000 gallons. Residents are charged \$1.75. He noted that Riverton City gets their water at a lower cost than Bluffdale because they traditionally had other sources. Mayor Timothy did not think they were doing the citizens a favor by charging such a low rate since the system has issues and there are major facilities that need to be built.

The Council agreed to only increase water rates once, which would be included in the February budget amendment or sooner, once Mr. Kartchner completes the study and the noticing requirements are met.

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Justin Westwood addressed ball fields and violation fees. It was noted that no fee is charged for practices. It was suggested that there be clarification with regard to reserving fields for practices. Council Member Westwood preferred to reserve the fields for local teams when they request it. Mr. Reid stated that typically, the ability to reserve the field is opened up early in the year. Mr. Reid stated that changes could be made to how the fields are handled but he preferred to involve Alan Jackson and Blain Dietrich in the decision since they are most involved with the ball fields.

Ty Nielsen moved to approve an ordinance adopting an Amended Consolidated Fee Schedule for Administrative, Service, and Development fees, including water rates charged by the City of Bluffdale. Justin Westwood seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

15. PUBLIC HEARING – Consideration and Vote on a Resolution Adopting the Budget for the 2016-2017 Fiscal Year, Staff Presenters, Mark Reid and Stephanie Thayer. (LBA and RDA Public Hearings Held in Conjunction).

Mr. Reid reported that it would be necessary for the Council to finalize the budget tonight. Ms. Thayer highlighted the changes made to the budget document since the last Council Meeting. She also listed the changes made since it was last emailed to the Council the previous week. The property tax figures were modified to match the dollar amount, which decreased the City's property tax revenue. Inspection fees for SWPP were added for both the revenues and expenditures in the amount of \$120,000. For City Council Professional and Technical fees, since the current year was higher and a budget adjustment was needed, they decided to impose an increase next fiscal year.

Mr. Reid commented on the inspection fees and stated that they are pass through fees. Whatever is charged to the City is eventually passed on to the buyer. With respect to Sanitation, next year's budgeted amount was increased to be in line with the amended budget. With regard to the bleachers at the Rodeo Arena, Ms. Thayer's understanding from the last meeting was that they will hold off for the time being. She made a list of items they would be moving forward with for a total of \$250,000, which should decrease the expenses by \$600,000.

A question was raised by Justin Westwood as to whether the intent is for it to be a horse arena for the community or a venue for larger events. If it is a horse arena, he did not object to the arena blend and black widow. If the intent is to change it to a venue, he did not support the idea of purchasing a \$100,000 tractor and attachment. Mayor Timothy stated that the tractor and attachment will be needed either way. Mr. Reid agreed and stated that the arena is groomed daily. The groomer proposed to be purchased is better than the one they have now and horse people in the community would like to see it upgraded. The arena blend and the black widow were the only two items the Rodeo Committee unanimously agreed on.

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The option of having a lid or no lid was discussed. The Mayor explained that most ticket sales will be done on line and ticketholders will expect the City to protect them from rain or inclement weather. He stated that the options are 5,000 seats with a lid or 3,000 without depending on the direction the City wants to go. Mr. Reid compared it to a football stadium where games are held rain or shine with or without a lid.

Under Park Impact Fees, Ms. Thayer reported that they looked at the park projects but unfortunately could only remove the Mount Jordan Park, for \$15,000 because the remainder may have been completed but still needs to be reimbursed. They also added a request for the Plat K Park at a cost of \$700,000. Mr. Reid explained that their agreement with the developer was that the City would reimburse up to the amount collected. One of Mr. Kartchner's other projects was to show how much was collected in each area.

The Capital Projects budget did not include the Parks tractor at a cost of \$60,000. Mr. Reid was confident that they can find a good used tractor for that amount. He indicated that a tractor cannot be purchased out of Park Impact Fees and will have to come out of Capital Projects.

Ms. Thayer reported that the 1300 West resurface overlay was added by the City Engineer. Mr. Reid reported that the numbers were just received this week. The overlay will run from 14600 South to the power line corridor going south on 1300 West. It was noted that it is currently the worst road in the City. The amount budgeted was \$70,000.

Ms. Thayer next addressed the Water Operations Fund at 14400 South. She indicated that a 16-inch dry irrigation line for the charter school water line is proposed at a cost of \$30,000. Mr. Reid stated that the school is proposing to put in a water line and the City is proposing to upsize it. It will be dry because it has no connections to either side. Because the road in front of it is being done now they will put it in place. When they come through later with the water project they can avoid tearing up that portion of the road.

Additional recent changes were described. The budget was updated and placed in Dropbox to show the additional four items. The first was to increase the Mayor's salary by the same amount as the Council received. There was also a request for Court travel and training of \$1,000. Mr. Reid reported that the judge is now required to attend two different conferences. In Engineering they are proposing to increase the part-time salaries and wages for an Engineering Intern by \$20,000. With regard to the Class C Road Fund, Mr. Reid reported that an analysis was performed on the amount of revenue received. They expect to complete \$220,000 in projects with a projected revenue of \$425,000. In looking at the situation more closely, based on what the Mayor had seen with Class C Road Funds, the amount of revenue they expect to come in was reduced along with the amount that will go into reserves. Mr. Reid reported that the City will still receive more in revenue than they have budgeted in projects. Ms. Thayer stated that \$20,000 was included in the budget for ADA ramps at Independence. It was noted that they cost approximately \$5,000 each.

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With regard to salary increases, James Wingate asked if they could see a comparison to neighboring cities. Mr. Reid stated that traditionally Bluffdale has been substantially lower. Council Member Wingate prepared a comparison and emailed it to the City Council Members for review. He wanted to have data to support the City's decision. He looked at the cities of Riverton, Herriman, Draper, Lehi, and Saratoga but questioned whether it was a fair comparison since they all have much higher populations. He also looked at cities with similar populations.

Mayor Timothy opened the public hearing. There were public comments. The public hearing was closed.

Ty Nielsen moved to adopt the budget for the 2016-2017 fiscal year. Justin Westwood seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call.

All Members of the Local Building Authority were present with the exception of Alan Jackson, who was excused.

2. CONSENT AGENDA.

2.1 Approval of the May 25, 2016 Meeting Minutes.

Mayor Derk Timothy moved to approve the consent agenda. Justin Westwood seconded the motion. The motion passed with the unanimous consent of the Board.

3. PUBLIC HEARING – Consideration and Vote on a Resolution Adopting an Amended Budget for the 2015-2016 Fiscal Year, Staff Presenters, Mark Reid and Stephanie Thayer. (LBA Public Hearing Held in Conjunction with the City Budget Hearing).

Justin Westwood moved to adopt the Amended Budget for the 2015-2016 fiscal year. Ty Nielsen seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, Chair Derk Timothy-Aye. The motion passed unanimously.

4. PUBLIC HEARING – Consideration and Vote on a Resolution Adopting the Final Budget for the 2016-2017 Fiscal Year, Staff Presenters, Mark Reid and Stephanie Thayer. (LBA Public Hearing Held in Conjunction with the City Budget Hearing.)

The above matter was addressed as part of the Regular Meeting.

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Justin Westwood moved to adopt the final budget for the 2016-2017 fiscal year. Ty Nielsen seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, Chair Derk Timothy-Aye. The motion passed unanimously.

5. Adjournment.

The LBA Meeting was adjourned.

BLUFFDALE CITY REDEVELOPMENT AGENDA BOARD MEETING

RDA Chair, Ty Nielsen, assumed the Chair.

1. Roll Call.

All Members of the Bluffdale City Redevelopment Board were present with the exception of Alan Jackson, who was excused.

2. CONSENT AGENDA.

2.1 Approval of the May 25, 2016, Meeting Minutes.

Justin Westwood moved to approve the consent agenda. James Wingate seconded the motion. The motion passed with the unanimous consent of the Board.

3. PUBLIC HEARING – Consideration and Vote on a Resolution Adopting an Amended Budget for the 2015-2016 Fiscal Year, Staff Presenters, Mark Reid and Stephanie Thayer. (RDA Public Hearing Held in Conjunction with the City Budget Hearing).

The above matter was addressed as part of the Regular Meeting.

Mayor Derk Timothy moved to approve the amended budget for the 2015-2016 fiscal year. Justin Westwood seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Chair Ty Nielsen-Aye, Justin Westwood-Aye, Mayor Derk Timothy-Aye. The motion passed unanimously.

4. PUBLIC HEARING – Consideration and Vote on a Resolution Adopting the Final Budget for the 2016-2017 Fiscal Year, Staff Presenters, Mark Reid and Stephanie Thayer. (RDA Public Hearing Held in Conjunction with the City Budget Hearing).

The above matter was addressed as part of the Regular Meeting.

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Mayor Derk Timothy moved to approve the final budget for the 2016-2017 fiscal year. Justin Westwood seconded the motion. Vote on motion: James Wingate-Aye, Boyd Preece-Aye, Chair Ty Nielsen-Aye, Justin Westwood-Aye, Mayor Derk Timothy-Aye. The motion passed unanimously.

5. Adjournment.

The RDA Meeting was adjourned.

CONTINUATION OF BUSINESS MEETING

Mayor Timothy resumed the Chair.

16. Mayor's Report.

Mayor Timothy reported that the Bluffdale Elementary 5th graders recently had a 5k race at the park. He remarked that it is very beneficial to have the park adjacent to the elementary school. He wished the school districts and charter schools would do more to allow the accommodation of City parks and schools so that resources can be shared.

Mayor Timothy informed the Council that the following Monday is the postponed Jordan School District Meeting on the cost of building schools at 1:00 p.m. at the Auxiliary Building. He planned to attend. Appreciation was expressed to the Mayor for his efforts to get them to be more efficient. The Mayor stated that he added a link to the City's website dealing with the growth in the school district. He thought it was good information to make available to the public.

17. City Manager's Report and Discussion.

Mr. Reid commented on the joint use of parks and stated that as they have spoken to the Jordan School District about development taking place on the Day property in Independence, they have discussed the possibility of negotiating a joint use and locating the City park next to their field.

Mr. Reid reported that \$12,000 was budgeted for the mid-block crossing. They would like to look at possibly doing one nearby and eliminating the northern crossing guards if determined to be a safe alternative. The Mayor thought that eliminating the crossing guard and changing to an electronic crossing might be difficult for parents to accept.

Approval was given to add the Jordan River Commission Interlocal Agreement to the July 13 agenda.

The following Friday a tour was to be taken of fire stations in Springville and Lehi. The architect of the facilities is the current architect retained by the City. The group will also visit stations in Ogden the following week.

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Mr. Reid reported that Lynn Larson, who has done the majority of the Jordan River Parkway, is retiring with a celebration scheduled the following day from 11:30 a.m. to 1:00 p.m.

An update was given on City Hall. Mr. Reid stated that very little work has been done over the past few weeks because they are waiting for the steel to come in. Work had begun on the sewer project portion to connect to the sewer line. For that reason, half of the road is missing. Mr. Reid reported that the Furniture Committee has made their first initial visits.

Construction has begun on Noell Nelson Drive. There has been some push back from the adjacent property owner on the northwest who did not grant the City permission to enter his property. The City will stay off of the property completely and put curb and gutter down one side. When the property owner wants to develop his property he will have to donate property and install the sidewalk and park strip. Mayor Timothy recommended the City do the minimum and not buy more than is necessary.

With regard to the charter school, they are working to widen 14400 South.

Mr. Reid reported that the City's website is live and asked that any suggestions be submitted to staff.

Tuesday, June 29 at 1:00 p.m. will be the Change of Commands Ceremony at Camp Williams. Mr. Reid planned to attend. He reported that the current Commander, Colonel Smith, is becoming the new Commander at the Draper National Guard Headquarters. The Commander at the Draper National Guard Headquarters, Colonel Price, is becoming the new Camp Commander.

Mr. Reid reported that staff met with Chris McCandless and Laura Hanson from the Jordan River Commission earlier in the day about the possibility of building a reservoir at the south end of town in order to enhance the water capacity of the secondary water system. They thought they could get the property donated by the County because the County needs a recreational facility there. One of the items on their list of desired recreational facilities is an urban fishery. Staff will be meeting with Salt Lake County in the near future to discuss the possibility of swapping property they own off of 1300 West in order to locate a public works facility off of the Narrows Road. Mr. McCandless and Ms. Hanson thought the County would be very interested in swapping property because they are very interested in preserving open space along the river. In response to a question raised, Mr. Reid stated that the City would be interested in a beach similar to Black Ridge if the County will put it in and maintain it.

Mr. Reid commented on the exit gate at the Bluffs and stated that there have been at least three accidents with injuries when the gate was down that required transportation by ambulance.

PLANNING SESSION

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There were no planning session items discussed.

18. 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.

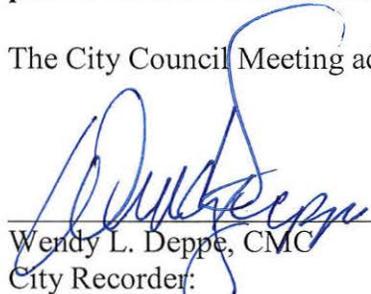
Justin Westwood moved to go into closed meeting regarding the professional competence or health of an individual. James Wingate seconded the motion. The motion passed with the unanimous consent of the Council.

The Council was in closed meeting from 9:53 p.m. to 9:55 p.m.

19. Adjournment.

Justin Westwood moved to adjourn. James Wingate seconded the motion. The motion passed with the unanimous consent of the Council.

The City Council Meeting adjourned at 9:55 p.m.


Wendy L. Deppe, CMC
City Recorder:



Approved: July 27, 2016 _____

Approved by the LBA _____

Approved by the RDA _____

**BLUFFDALE CITY COUNCIL
CLOSED MEETING MINUTES
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Present: Mayor Derk Timothy
Ty Nielsen
Boyd Preece
Justin Westwood
James Wingate

Staff: Mark Reid, City Manager
Vaughn Pickell, City Attorney
Grant Crowell, City Planner/Economic Development Director
Michael Fazio, City Engineer
Brittany Skinner, Assistant City Attorney
Wendy Deppe, City Recorder

At approximately 9:53 p.m. Mayor Derk Timothy called the meeting to order.

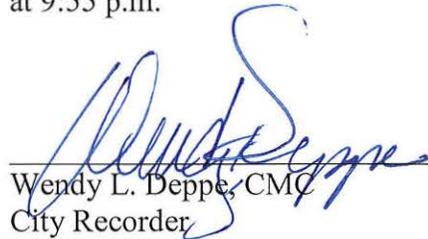
Motion: Justin Westwood moved to go into closed meeting regarding the professional competence or health of an individual.

Second: James Wingate seconded the motion.

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

Issues pertaining to the professional competence and health of an individual were discussed.

The City Council returned to the City Council chambers to resume the open portion of the meeting at 9:55 p.m.


Wendy L. Deppe, CMC
City Recorder



Approved: July 27, 2016

Approved by the LBA _____

Approved by the RDA _____

BLUFFDALE CITY REDEVELOPMENT AGENCY

BLUFFDALE, UTAH

Resolution No. 2016-___

A RESOLUTION OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD AUTHORIZING A TRANSFER FROM THE EASTERN BLUFFDALE EDA FUND AND THE JORDAN NARROWS EDA FUND TO THE BLUFFDALE CITY PARK IMPACT FEES FUND.

WHEREAS the Bluffdale City Redevelopment Agency (“Agency”) adopted Resolution No. 2013-04, which authorized a incentive from the Housing Allocation to the LaPorte Group of \$541,967.23 from the income targeted housing allocation;

WHEREAS the Agency also adopted Resolution No. 2013-10, approving a participation agreement with Barcelona Properties, LLC, an affiliate of the LaPorte Group, further documenting the Housing Allocation incentive of \$541,967.23, specifying that the amount should be credited against park impact fees when each building permit is obtained;

WHEREAS the City of Bluffdale gave this Housing Allocation incentive to Barcelona Properties, LLC, as a credit towards its park impact fees it owed when it obtained building permits for each building within the Beacon Hills Apartments project; and

WHEREAS the Agency now desires to pay the City of Bluffdale Park Impact Fees Fund the amount of the incentive approved by Resolution 2013-04 and Resolution No. 2013-10;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD AS FOLLOWS:

Section 1. Authorization to Credit the City of Bluffdale Parks Impact Fees Fund.

The Bluffdale City Redevelopment Agency Board (the “Board”) hereby authorizes the Chair to credit the City of Bluffdale Parks Impact Fees Fund in the amount of \$541,967.23. This credit shall be debited from the Eastern Bluffdale EDA Fund Housing Allocation and the Jordan Narrows EDA Fund Housing Allocation, one or the other, or a combination of both. The Chair may execute all necessary instruments and take all necessary steps to achieve the purposes of this Resolution.

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

PASSED AND APPROVED: September 14, 2016.

**BLUFFDALE CITY
REDEVELOPMENT AGENCY**

Ty T. Nielsen, Chair

ATTEST: [seal]

Mark E. Reid, Secretary/Treasurer

Voting by the Agency Board:	Yes	No
Board member Jackson	_____	_____
Board member Nielsen	_____	_____
Board member Preece	_____	_____
Board member Timothy	_____	_____
Board member Westwood	_____	_____
Board member Wingate	_____	_____

CITY OF BLUFFDALE, UTAH

Resolution No. 2016-

A RESOLUTION OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD AUTHORIZING USE OF HOUSING ALLOCATION FUNDS FOR INFRASTRUCTURE IMPROVEMENTS WHICH WILL DIRECTLY BENEFIT INCOME-TARGETED HOUSING IN A PROJECT AREA.

WHEREAS the Bluffdale City Redevelopment Agency (“**Agency**”) has formed the Bluffdale Gateway Redevelopment Project Area (“**Gateway RDA**”), Eastern Bluffdale Economic Development Project Area, and the Jordan Narrows Economic Development Project Area (collectively, “**Project Areas**”);

WHEREAS, pursuant to Utah Code Ann. § 17C-1-412(1)(a)(v), a redevelopment agency may “use the agency’s housing allocation” to construct “infrastructure improvements, related to housing located in a project area where blight has been found to exist”;

WHEREAS the Agency made a finding of blight in the Gateway RDA and adopted a Redevelopment Plan;

WHEREAS income-targeted housing units were planned and constructed within the Gateway RDA, known as the Bluffs Apartments;

WHEREAS the Agency has a participation agreement with Bluffs Apartments, L.P. (“**Bluffs**”), in which the Agency has agreed to make annual payments to Bluffs from the Housing Allocation generated by the Gateway RDA to cause the development of the Bluffs Apartments as income-targeted housing;

WHEREAS, as part of the Residences at the Bluffs Subdivision plat recorded for the Bluffs Apartments (Entry No. 8207781, Book 2002P, Page 91), the owner dedicated Lot 4 within that subdivision to the City for use as a public park for the benefit of the residents of the Bluffs Apartments;

WHEREAS to make irrigation of the public park feasible, the City has constructed secondary water pipelines in the adjacent Loumis Parkway and the City needs to construct a secondary water pump station at the nearby Jordan Basin Water Reclamation Facility;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD AS FOLLOWS:

Section 1. Authorization to Use Housing Allocation. The Board hereby finds that the development of a public park on Lot 4 of the Residences at the Bluffs subdivision, together with the construction of a secondary water pump station at the Jordan Basin Water Reclamation Facility, constitute direct infrastructure improvements for the income-targeted Bluffs Apartments housing project, and the Agency Board hereby authorizes use of the Housing Allocation for these infrastructure improvements. The Bluffs Apartments housing project is located within the Gateway RDA, a project where blight has been found to exist.

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

passage.

PASSED AND APPROVED: September 14, 2016.

**BLUFFDALE CITY
REDEVELOPMENT AGENCY
BOARD**

Ty T. Nielsen, Chair

ATTEST:

[seal]

Mark E. Reid, Secretary/Treasurer

Voting by the Board:	Yes	No
Board Member Jackson	_____	_____
Board Member Nielsen	_____	_____
Board Member Preece	_____	_____
Board Member Timothy	_____	_____
Board Member Westwood	_____	_____
Board Member Wingate	_____	_____

CITY OF BLUFFDALE, UTAH

Resolution No. 2016-

**A RESOLUTION OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD
AUTHORIZING A LOAN TO THE CITY OF BLUFFDALE FUNDS FOR THE
CONSTRUCTION OF NOELL NELSON DRIVE.**

WHEREAS the Bluffdale City Redevelopment Agency (“Agency”) has formed the Eastern Bluffdale Economic Development, Jordan Narrows Economic Development (“Project Areas”);

WHEREAS the Agency has adopted project area plans and project area budgets to guide the Agency in the economic development activities within the Project Areas;

WHEREAS the Agency has budgeted to make certain infrastructure improvements within or that benefit the Project Areas;

WHEREAS Noell Nelson Drive (1000 West) is located in the Project Areas and is a regionally-significant road that will benefit growth and development within the Project Areas;

WHEREAS the City of Bluffdale (“City”) has paid and is paying for improvements to Noell Nelson Drive;

**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY
REDEVELOPMENT AGENCY BOARD AS FOLLOWS:**

Section 1. Noell Nelson Drive Costs. The Board hereby finds that the Noell Nelson Drive improvements that the City has constructed and is in the process of completing benefit both Project Areas. The Board directs the Chair to pay the City for the construction of the box culvert bridge over the East Jordan Canal on Noell Nelson Drive as that is an infrastructure improvement that benefits both Project Areas. The Board also directs the Chair to loan tax increment funds to the City of Bluffdale funds, whether Capital Projects or Roads & Bridges Impact Fees, to the full extent of the City’s investment in Noell Nelson Drive.

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

PASSED AND APPROVED: September 14, 2016.

**BLUFFDALE CITY
REDEVELOPMENT AGENCY
BOARD**

Ty T. Nielsen, Chair

ATTEST:

[seal]

Mark E. Reid, Secretary/Treasurer

Voting by the Board:	Yes	No
Board Member Jackson	_____	_____
Board Member Nielsen	_____	_____
Board Member Preece	_____	_____
Board Member Timothy	_____	_____
Board Member Westwood	_____	_____
Board Member Wingate	_____	_____

RPA #5

CITY OF BLUFFDALE, UTAH

Resolution No. 2016-

**A RESOLUTION OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD
AUTHORIZING A LOAN TO THE CITY OF BLUFFDALE FUNDS FOR THE
CONSTRUCTION OF NOELL NELSON DRIVE.**

WHEREAS the Bluffdale City Redevelopment Agency (“Agency”) has formed the Eastern Bluffdale Economic Development, Jordan Narrows Economic Development (“Project Areas”);

WHEREAS the Agency has adopted project area plans and project area budgets to guide the Agency in the economic development activities within the Project Areas;

WHEREAS the Agency has budgeted to make certain infrastructure improvements within or that benefit the Project Areas;

WHEREAS Noell Nelson Drive (1000 West) is located in the Project Areas and is a regionally-significant road that will benefit growth and development within the Project Areas;

WHEREAS the City of Bluffdale (“City”) has paid and is paying for improvements to Noell Nelson Drive;

**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY
REDEVELOPMENT AGENCY BOARD AS FOLLOWS:**

Section 1. Noell Nelson Drive Costs. The Board hereby finds that the Noell Nelson Drive improvements that the City has constructed and is in the process of completing benefit both Project Areas. The Board directs the Chair to pay the City for the construction of the box culvert bridge over the East Jordan Canal on Noell Nelson Drive as that is an infrastructure improvement that benefits both Project Areas. The Board also directs the Chair to loan tax increment funds to the City of Bluffdale funds, whether Capital Projects or Roads & Bridges Impact Fees, to the full extent of the City’s investment in Noell Nelson Drive.

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

PASSED AND APPROVED: September 14, 2016.

**BLUFFDALE CITY
REDEVELOPMENT AGENCY
BOARD**

Ty T. Nielsen, Chair

Voting by the Board:

Yes No

Board Member Jackson	_____	_____
Board Member Nielsen	_____	_____
Board Member Preece	_____	_____
Board Member Timothy	_____	_____
Board Member Westwood	_____	_____
Board Member Wingate	_____	_____

To Mayor and City Council of Bluffdale City

My name is Ryan Rasband, My family moved into a newly constructed home at 1575 W. Iron Horse BLVD. My backyard overlooks the recently completed Jordan River Parkway Trail. I feel it is my duty as a responsible resident of Bluffdale to share with you what I observe behind my house. I have witnessed hunting and shooting near the pedestrian trail, and motor vehicles driven on the trail. It is my understanding that Bluffdale City allows shooting within a designated area. My concern is the area is not clearly identified with signs, or with the shooting map. Hunters are therefore hunting outside the designated area, and placing our homes and families at risk.

I am also worried about children playing on the trail and being hit by vehicles driven on the Jordan River Parkway trail. The trail is marked with "No Motor Vehicle" signs. To my knowledge no tickets have been issued.

I understand the debate on continuing to allow hunting in Bluffdale. I am also a hunter. But I feel that it is now time to consider banning shooting within Bluffdale City.

Reasons

1. Hunters are hunting outside of the permissible area.
2. Motorized vehicles are being used to transport hunters on pedestrian trails endangering children and residents.
3. Trespassing on private property
4. Homes are being shot
5. Vandalism of no hunting/trespassing signs
6. Hunters are intimidating to those who are using the Jordan River Parkway trail
7. Littering of shotgun shells
8. Bluffdale City is growing, the hunting area is shrinking. There are new homes, pedestrians trails, parks, and future highways being built in the hunting area.
9. The hunting area map is unclear. It is difficult to distinguish permissible hunting vs non permissible
10. It is difficult for law enforcement to enforce where the shooting occurred
11. Allowing hunting is an added expense on our city. Building hunter access points and installing no hunting signs
12. The open space can be used for wildlife and green lands
13. Future goals of Bluffdale do not include hunting and shooting

Capital Project Funding Schedule

				Bond				
				EDA Funds	Option 1	Option 2	Option 3	Option 4
Capital Projects:								
Water Tank	Potable	2,000,000	2 Million Gallons		2,000,000	2,000,000	2,000,000	
Pump Station	Potable	500,000	For the new water tank		500,000	500,000	500,000	
Reservoir	Secondary Water	5,600,000	7-8 Million Gallon		5,600,000			5,600,000
Pump station	Secondary Water	1,200,000	South Valley Sewer	1,200,000				
Water Wells	Potable	1,000,000	one well		1,000,000	1,000,000		
Distribution Lines	Secondary Water	500,000	12-inch line (10000 feet)		500,000			500,000
2200 West Reconstruction	Potable	1,200,000			1,200,000	1,200,000	1,200,000	
1/2 Public Works Station	Potable	2,000,000			2,000,000	2,000,000	2,000,000	
		14,000,000			12,800,000	6,700,000	5,700,000	6,100,000

Annual Payment	941,846	492,998	419,416	448,849
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Cost per Gallon <i>THOUSAND</i>	1.50	0.78	0.67	0.71
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Assumptions:

Bonding for construction:

Interest Rate	4%
Principal	\$ 14,000,000
Term	20
Annual Debt Service	1,030,145

Debt Service as a % of

Principal	7.358%
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000 Gallons sold per year	628,451
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Water Rate Comparison Schedule

	Per Thousands of Gallons				
	Base	0 - 10	10 - 50	50 - 100	100+
Bluffdale	12.00	1.75	2.15	2.85	3.50
FY 2016 '000 Invoiced	628,451				
Total \$ Invoiced	1,854,227				
Average \$ per '000	2.95				

Comparative Rates:

Salt Lake City	Base	0 - 7.5	7.5 - 22.5	22.5 - 52.4	52.4 +		
	9.51	1.21	1.73	2.40	2.53		
Sandy	Base	0 - 6	7-40	41 - 80	81 +		
	17.89	1.56	2.41	2.84	3.26		
Riverton	Base	All					
	2.50	3.91					
Herriman	Base	0 - 5	5 - 10	10 - 25	25 - 40	40 - 80	80 +
	17.89	1.70	1.80	1.95	2.25	2.60	3.40
Draper	Base	0 - 5	5 - 20	20 - 50	50 - 100	100 +	
	20.25	1.91 - 3.17	3.32 - 4.58	3.57 - 4.83	3.81 - 5.07	4.07 - 5.33	
West Jordan	Base	0 - 7	7 - 20	20 - 50	50 +		
	23.11	1.04	1.26	1.50	1.81		
Murray	Base	All					
	7.21	1.71					
Saratoga	Base	0 - 3	3 - 7	7 - 12	12+		
	17.75	-	3.70	3.92	4.09		
South Sale Lake	Base	0 - 5	5 - 30	30 +			
	21.00	-	2.25	2.75			