



*****AMENDED*****
BLUFFDALE CITY COUNCIL
MEETING AGENDA
Wednesday, December 14, 2016

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, December 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. Roll Call, Invocation, Pledge of Allegiance*
2. **PRESENTATION** – Recognition of Newlyn Green for his years of service to the City of Bluffdale.
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 November 16, 2016 meeting minutes.
 - 4.2 Acceptance of Beacon Hill Apartments, ending the warranty period.
 - 4.3 Acceptance of Independence at the Point Plats D-3, E & E-4 (retaining wall), ending the warranty period.
 - 4.4 Preliminary Acceptance of Independence at the Point Plats D-1 (gas line), and K-2, beginning the warranty period.
 - 4.5 Approval of a resolution proclaiming Arbor Day in the City of Bluffdale.
 - 4.6 Approval of a resolution setting the 2017 Annual Meeting Schedule for the City Council, Planning Commission, and other City Boards and Committees.
 - 4.7 Approval of a resolution of the Bluffdale City Council authorizing the City Manager to enter into agreements awarding a contract for the 2016 Water Improvement Projects and establishing a contingency.
 - 4.8 Approval of a resolution authorizing execution of a Cooperative Agreement - Converted TAP Funds for Local Agency, between the Utah Department of Transportation and the City of Bluffdale.
5. **PUBLIC HEARING** – Consideration and vote on an ordinance amending Section 8-6-8 of the Bluffdale City Code related to Water Quality Requirements for all locations, staff presenter, Vaughn Pickell.

6. Approval of a resolution of the Bluffdale City Council appointing representatives to serve on the Bluffdale City Redevelopment Agency Taxing Entity Committee for all Urban Renewal and Economic Development Projects within the City of Bluffdale, staff presenter, Vaughn Pickell.
7. Consideration and vote on a resolution authorizing execution of a Pipeline Crossing Agreement between the Utah Transit Authority and the City of Bluffdale, staff presenter, Michael Fazio.
8. ***Consideration and vote on a resolution authorizing the Mayor to execute an Interlocal Agreement for Animal Control Services, staff presenter, Grant Crowell.
9. *****WORK SESSION** – Regarding the latest design for Day Ranch, presenter, Dave Tolman.
10. Mayor’s Report
11. 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.

12. Presentation and discussion on Public Noticing and Land Use Authority, Grant Crowell.
13. Presentation and discussion relating to the Vintage Park Open House, staff presenter, Jennifer Robison.
14. 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).
15. Adjournment

*****AMENDED this 13th day of December, 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.

Agenda Item 4.1



**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, November 16, 2016**

Notice is hereby given that the Bluffdale City Council, the Local Building Authority of the City of Bluffdale Board and the Bluffdale City Redevelopment Agency Board of Directors will hold a combined meeting Wednesday, November 16, 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 September 28, 2016 meeting minutes.
 - 3.2 Approval of the October 12, 2016 meeting minutes.
 - 3.3 Approval of the October 26, 2016 meeting minutes.
 - 3.4 Approval of a resolution of the Bluffdale City Council authorizing the City Manager to enter into an agreement awarding the contract for the White Tail Cove – Storm Drain Connector Construction Project.
 - 3.5 Acceptance of Marketplace at Aclaime, ending the warranty period.
4. Presentation of ideas to Increase Voter Turnout, students, Semisi, Cade, Mylo, and Lincoln from Ms. Kirkman's 4th period class at South Hills Middle School.
5. Presentation and consideration of the 2015-2016 Fiscal Year Audit Report, Hansen, Bradshaw, Malmrose & Erickson, staff presenter, Dave Sanderson; presenters, Jeff Miles and Ed Erickson. **(Joint consideration of Audit: City Council, Local Building Authority & Redevelopment Agency Board)**
6. Presentation of the Police Quarterly Statistical Report, presenters, Sergeant Kerry Cole & Police Chief Burton.
7. **PUBLIC HEARING** – Consideration and vote on an ordinance adopting an amended Consolidated Fee Schedule for Water Rates charged by the City of Bluffdale, staff presenter, Bruce Kartchner.
8. **PUBLIC HEARING** – Consideration and vote on an ordinance amending the Land Use Ordinance text for Independence Village SD-R, Section 11-11I of the Bluffdale City Code, including a revised Project Plan, Gregory Haerr, applicant, staff presenter, Caitlyn Miller.

9. Consideration and vote on a Preliminary and Final Subdivision Application for the Independence Village Phase 1 Subdivision for 88-residential lots, located at approximately 14774 South Noell Nelson Drive, Gregory Haerr, applicant, staff presenter, Caitlyn Miller.
10. 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.
11. Consideration and vote on a resolution to reduce the Transportation Impact Fee for Summit Academy Bluffdale Campus, staff presenter, Grant Crowell.
12. Consideration and vote on a resolution authorizing execution of the Geneva Rock Easement Agreement with Rocky Mountain Power to facilitate the construction of Porter Rockwell Boulevard, staff presenter, Michael Fazio.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA –**
 - 2.1 Approval of the June 8, 2016 and June 22, 2016 meeting minutes.
3. Consideration and vote on a resolution establishing the LBA Minutes Approval process, staff presenter, Vaughn Pickell.
4. Presentation and consideration of the 2015-2016 Fiscal Year Audit Report, Hansen, Bradshaw, Malmrose & Erickson. **(Regular Business Meeting – Agenda Item 5)**
5. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA –**
 - 2.1 Approval of the September 9, 2016 meeting minutes.
3. Consideration and vote on a resolution establishing the RDA Minutes Approval process, staff presenter, Vaughn Pickell.
4. Presentation and consideration of the 2015-2016 Fiscal Year Audit Report – Hansen, Bradshaw, Malmrose & Erickson. **(Regular Business Meeting – Agenda Item 5)**
5. Adjournment

CONTINUATION OF BUSINESS MEETING

13. Mayor's Report
14. City Manager's Report and Discussion

PLANNING SESSION

15. 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.
16. Discussion regarding Animal Services, staff presenter, Grant Crowell.
17. 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).
18. Adjournment

Dated this 10th day of November, 2016

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DRAFT – FOR DISCUSSION PURPOSES ONLY

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LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson (via teleconference)
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 Michael Fazio, City Engineer
12 Bruce Kartchner, Finance Director
13 Caitlyn Miller, Associate City Planner
14 Andrew Burton, Police Chief
15 Kerry Cole, Police Sergeant
16 Dave Sanderson, Contract Accountant
17 John Roberts, Fire Chief
18 Wendy Deppe, City Recorder
19
20 **Others:** Rebecca Kirkman and students from South Hills Middle School
21 Semisi Lau
22 Cade Cooper
23 Mylo and Lincoln (with their parents)
24 Ed Erickson, Hansen Bradshaw Malmrose & Erickson
25 Rod Engar, Representing Gregory Haerr/Independence Village
26 Tyler Bodrero, Project Manager – Summit Academy K-8 Charter School
27 Odila Conica, Principal – Summit Academy K-8 Charter School
28 Holly Brown
29 Jim Dunn
30 Brian Christensen, Simple Products Corporation
31 Scott Carlson, Simple Products Corporation
32 Jason Hagblom, Simple Products Corporation
33 Talia Butler, Salt Lake County Animal Services Representative
34

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING

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

39 **1. Roll Call, Invocation, Pledge of Allegiance.**

41 All Members of the City Council were present.

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1 City Engineer, Michael Fazio, offered the invocation.

2
3 Rod Engar led the Pledge of Allegiance.

4
5 **2. PUBLIC FORUM.**

6
7 There were no members of the public wishing to address the Council.

8
9 **3. CONSENT AGENDA.**

10
11 **3.1 Approval of the September 28, 2016 Meeting Minutes.**

12
13 **3.2 Approval of the October 12, 2016 Meeting Minutes.**

14
15 **3.3 Approval of the October 26, 2016 Meeting Minutes.**

16
17 **3.4 Approval of a Resolution of the Bluffdale City Council Authorizing the City Manager**
18 **to Enter Into an Agreement Awarding the Contract for the White Tail Cove – Storm**
19 **Drain Connector Construction Project.**

20
21 **3.5 Acceptance of Marketplace at Aclaime, Ending the Warranty Period.**

22
23 Ty Nielsen moved to approve the consent agenda. James Wingate seconded the motion.

24 **Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-**
25 **Aye, Boyd Preece-Aye. The motion passed unanimously.**

26
27 **James Wingate moved to move agenda number six to before agenda item number four. Ty**
28 **Nielsen seconded the motion. The motion passed with the unanimous consent of the Council.**

29
30 The Council next addressed agenda item number six after which they resumed the agenda as
31 printed.

32
33 **4. Presentation of Ideas to Increase Voter Turnout, Students, Semisi, Cade, Mylo, and**
34 **Lincoln from Ms. Kirkman’s Fourth Period Class at South Hills Middle School.**

35
36 Mayor Timothy reported that the class has been discussing how to increase voter turnout. One of
37 the outcomes was to email elected officials of which he was one. He was interested that they

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Wednesday, November 16, 2016**

1 would have the foresight to wonder about voter turnout and the problem it creates when people
2 don't participate in the election process. The Mayor responded and attended their class.

3
4 The following students from Ms. Kirkman's fourth grade introduced themselves: Coe Schaumkel,
5 Semisi Latu, Kenzi Woodbury, Erik Silver, Cade Cooper, Mylo, Dylan Huff, and Lincoln Wylie.

6
7 The students made a presentation on how to increase voter turnout. It was reported that voting is a
8 privilege and a way for each person's voice to be heard. Beginning in the 18th century, only males
9 over the age of 21 could vote. The students conducted a survey with their parents to see why they
10 did or did not vote. Those who did not vote indicated that their voice did not matter or they did
11 not know enough about the candidates. The class decided to invite local Salt Lake City food
12 trucks, local mayors, and the County Clerk to encourage people to vote. They also discussed
13 hosting an event with food trucks present, such as voter registration. The second event focused on
14 information about the candidates. Voters were informed that they could vote by mail and provided
15 with information about the candidates and an "I Voted" sticker. It was also proposed that there be
16 a parent and student assembly a few days prior to the election to provide information on the
17 candidates. They can also discuss local news and disseminate information through local media
18 websites.

19
20 Mayor Timothy asked for more information on the food truck idea and what the food truck
21 operators' responses were. Master Schaumkel indicated that various groups brainstormed ideas
22 and the one with the most votes in the class won. In this case, it was for the food trucks. He
23 indicated that the food truck owners responded very enthusiastically.

24
25 James Wingate asked Cade Cooper about the response he received from parents who gave reasons
26 why they did or did not vote. Master Cooper explained that of those that did not vote, it was
27 because they did not feel that their voice was being heard. He stated that of those polled, 84%
28 voted.

29

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Wednesday, November 16, 2016**

1 The advantages of vote by mail were identified as a person not having to leave their home and to
2 avoid waiting in line. It was noted that voting by mail leaves more time for research.

3
4 Master Schaumkel was asked if he intends to vote based on what he learned from this assignment
5 and how he intends to do it. He stated that he will vote when he is of age and will likely do so by
6 mail because it is more convenient.

7
8 Cade Cooper was asked to comment on whether it was worse to not vote or to cast an uninformed
9 vote. He explained that as a class they decided that an uninformed vote was worse.

10
11 Ms. Kirkman was applauded for her efforts and for being a great teacher. Mayor Timothy
12 expressed appreciation to the students for being able to visit their class. He encouraged them to
13 continue being involved in the community.

14
15 **5. Presentation and Consideration of the 2015-2016 Fiscal Year Audit Report, Hansen**
16 **Bradshaw Malmrose & Erickson. (Joint Consideration of Audit: City Council, Local**
17 **Building Authority& Redevelopment Agency Board.)**

18
19 Contract Accountant, Dave Sanderson, introduced Auditor Ed Erickson from Hansen Bradshaw
20 Malmrose & Erickson and referred to an electronic copy of the audit that was provided to the
21 Council in advance of the meeting. The information provided by staff was used to conduct the
22 audit. A clean opinion was given on the financial statements of the City and they were found to be
23 in conformance with generally accepted accounting principles. An overview of the entire financial
24 position of the City was contained on pages 7 and 8 of the audit and compares last year and this
25 year.

26
27 Mr. Erickson reported that the City's total assets grew substantially during the year with much of
28 the growth being in capital assets. Total assets grew from \$70 million to over \$93 million,
29 however, the City's liabilities only increased from \$9 million to \$17.5 million with most being for
30 the New City Hall Building. The City's equity in its assets grew from \$60 million to nearly \$73
31 million.

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Wednesday, November 16, 2016**

1
2 Page 8 showed how the increase of approximately \$12.5 million occurred during the year and
3 compared it to 2015. The City’s revenues increased from \$22 million to \$25 million yet, the
4 expenses decreased from \$13.8 million to \$12.5 million. Mr. Erickson referred to page 15 of the
5 audit which outlines the various governmental funds of the City. A new fund formed this year
6 was the Local Building Authority, which involves construction of the new building, which will be
7 leased to the City. The lease payments will fund the bond.

8
9 The City’s General Fund showed an unassigned fund balance of \$856,000, which is approximately
10 13% of total revenues. The State guidelines require that be between 5% and 25%. Mr. Erickson
11 reported that the City is properly funding all of its pension obligations. The City’s liability grew
12 slightly as a result of the State Retirement settlement. The City’s portion is \$1.5 million. Mayor
13 Timothy asked how the City’s pension liability increased by \$500,000 in one year. Mr. Erickson
14 reported that it is primarily due to lower returns, which were described on pages 47 and 48.

15
16 Finance Director, Bruce Kartchner, reported on changes made to the Utah Retirement Systems
17 benefits and stated that some benefits will not be offered to future employees. Those hired after a
18 certain period will receive a lower level of benefits or it is extended for a longer period of time.

19
20 City Manager, Mark Reid, commented that they do not have any control over how the Utah
21 Retirement Systems (URS) invests. They also don’t have the ability to leave the fund and make
22 the decision not be part of URS. For that reason, Mayor Timothy was worried about the unfunded
23 portion. Mr. Erickson referred to the disclosures on page 53 and stated that it is 84.7% funded.
24 The prior year it was 94% funded. He explained that the Tier 2 portion of the plan for new
25 employees is 100% funded.

26
27 Mr. Erickson stated that the audit found no items they consider to be material weaknesses in the
28 City’s controls and processes. Mayor Timothy asked if the City should be looking at anything in
29 the future to improve their protection and control. Mr. Erickson responded that credit cards and P
30 cards have been viewed with greater scrutiny. Generally, they recommend they be limited, if

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REDEVELOPMENT AGENCY BOARD
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Wednesday, November 16, 2016**

1 possible. He commented that P cards are considered better than credit cards. Positive pay was
2 also described where a list of checks written is sent to the bank who will then only clear checks
3 that are on the list.

4
5 Mr. Erickson referred to pages 58 and 59 regarding compliance with various State laws. He
6 explained that the State Auditor's Office requires them to look at certain items. In their review,
7 they found no problems or issues with non-compliance and every fund was within budget.

8
9 Mr. Reid commented that most of the audit is prepared by Dave Sanderson, who was recognized
10 for his work. Mr. Erickson stated that that provides an additional level of control because he is
11 more independent than a full-time City employee. Mr. Reid stated that Mr. Sanderson was asked
12 to do all of the reconciliations and helps code them.

13
14 **6. Presentation of the Police Quarterly Statistical Report, Presenters, Sergeant Kerry**
15 **Cole and Police Chief Andrew Burton.**
16

17 Police Chief, Andrew Burton, reported that since the last report there have been a fair number of
18 special events. This year, for the first time, they ran the National Night Out in Bluffdale, which
19 was very successful. He pointed out that participation increases every year. Old West Days was
20 also held. They supported Governor's Day at Camp Williams where about 10 officers were in
21 attendance.

22
23 Chief Burton reported that they recently completed the Citizens' Academy. He attended the
24 graduation where there were 12 graduates, three of whom were from Bluffdale. Six were from
25 Saratoga Springs and three attended from other cities. The Police Department Training since the
26 last report included one of three annual Live Fire Shoots. They also had Active Shooter Training
27 events to address worst-case scenarios officers might encounter. One training was conducted at a
28 school and the other at Camp Williams. Both were well executed.

29
30 SWAT Training was next addressed. Chief Burton reported that they have continued to focus
31 much of their training on deliberate rather than dynamic tactics. He explained that dynamic tactics

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1 involve rushing in while deliberate tactics use well thought out tactics to move slowly in a
2 controlled manner.

3
4 Chief Burton reported on three new officer positions. The contract amendment was approved the
5 previous night by the Saratoga Springs City Council who was impressed and grateful that
6 Bluffdale was moving in this direction. Chief Burton indicated that Sergeant Cole moved to
7 Bluffdale as Precinct Supervisor. They also recently certified a second canine team so that one is
8 now on duty every day of the week. Canine officers typically work from 4:00 p.m. to 2:00 a.m.
9 but can be called out during other periods if there is a need.

10
11 Chief Burton reported that they completed the transition to pistols and the new tech sites on their
12 rifles. They conducted a diagnostic physical fitness test of the officers, which is done on an
13 annual basis. They are not required to pass and it is done as a diagnostic exercise and to
14 encourage officers to be in better shape. He estimated that 90% of the officers passed, which he
15 believed is higher than in most departments.

16
17 Chief Burton presented the organizational chart and highlighted the Bluffdale Precinct. He
18 described an individual case that was investigated by Detective Stidham and the SWAT Team of
19 an individual who was selling narcotics. The suspect was living in the Bluffs Apartments, had an
20 extensive criminal history and served time in a federal penitentiary for a weapons violations. His
21 most recent arrest after being released was having a weapon as a restricted person. An
22 investigation was conducted and enough information was gathered to obtain a search warrant. The
23 judge granted a no knock night time search warrant because of the threat. Officers had been in the
24 apartment previously on domestic violence calls involving other residents of the apartment. A
25 rifle and shotgun were also found in the apartment on previous calls. A risk matrix was prepared
26 with all of the information available. The risk matrix came out with a score of 71. Chief Burton
27 noted that they utilize the SWAT Team if the risk matrix exceeds 45 or 50.

28
29 Chief Burton reported that the SWAT Team was called out and reported to City Hall at 3:30 a.m.
30 on a Sunday morning and at 5:00 a.m. they hit the target apartment. There were no issues other

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1 than waking up several residents of the apartment complex. They successfully apprehended the
2 suspect. Chief Burton stated that typically someone who is selling drugs gets rid of it on Friday
3 and Saturday. In the search officers recovered 15 grams of methamphetamine, 5 grams of heroin,
4 5 grams of marijuana, and a variety of other controlled substances. In all, \$2,000 worth of drugs
5 were recovered. The controlled buys that were conducted resulted in four felony counts and a
6 variety of misdemeanor counts. Chief Burton reported that 20 officers were involved in executing
7 the warrant and the team did a great job.

8
9 Sergeant Kerry Cole introduced new officers A.J. Echols and Dale Talbot.

10
11 It was reported that Officer Echols is new to police work and worked in Saratoga Springs for eight
12 months before being transferred to Bluffdale. He is married with two children and is training in
13 jujitsu.

14
15 Officer Talbot came to Bluffdale from the Highway Patrol in Duchesne County and expects to go
16 full time by January 1, 2017.

17
18 Sergeant Cole reported that he was transferred to Bluffdale about one month ago. He grew up in
19 the area and attended Jordan High School. He has been married for 44 years and has seven
20 children and 21 grandchildren. Sergeant Cole indicated that he has been in law enforcement for
21 30 years.

22
23 Sergeant Cole presented the Third Quarter Statistical Report and stated that arrests increased
24 during the third quarter. Citations decreased in September. He stated that due to growth in the
25 City, officers will be well utilized. Until August there were 335 hours donated by Volunteers in
26 Police Services to the City. This helps get ears and eyes on the streets. They would like to build
27 the program up and get more volunteers. Presentations were to be given to citizen groups to get
28 more volunteers involved. Sergeant Cole announced that \$42,000 has been donated to the City in
29 VIPs programs.

30

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1 Chief Burton reported that as soon as the Council authorized new positions they immediately
2 began advertising. A few applications have come in and testing would be taking place on
3 December 10. The oral review boards will take place on December 13 with background checks to
4 begin the following day. By December 20 they will start extending offers.

5
6 **7. PUBLIC HEARING – Consideration and Vote on an Ordinance Adopting an**
7 **Amended Consolidated Fee Schedule for Water Rates Charged by the City of**
8 **Bluffdale, Staff Presenter, Bruce Kartchner.**
9

10 Finance Director, Bruce Kartchner, reported that the Council asked staff to compare the water
11 rates to other cities and municipalities and determine whether they were adequate for their
12 operating costs. They were also asked to look at how infrastructure could be paid for over time.
13 They found that Bluffdale’s rates are neither the lowest nor the highest and are somewhere in the
14 middle. They also found that they are covering operating costs with the current rates being paid.

15
16 Mr. Kartchner reported on some of the calculations provided to the Council. He explained that
17 there are two aspects to the proposed rate change. One includes an increase due to the increased
18 costs from Jordan Valley Water Conservancy District (JVWCD). The other deals with a portion
19 of the increased infrastructure that will be needed. In conducting the analysis, they determined
20 that it would be beneficial for the City to consider using rates to pay for part of the infrastructure
21 because rates versus impact fees are more stable and consistent. Growth was also factored into the
22 rates.

23
24 Mr. Kartchner informed the Council that the proposed rate assumes that one-half of the
25 infrastructure will be paid by continuing to collect the impact fees. The other half will be paid by
26 the increase in water revenues. For 2017, they will raise approximately \$300,000 from the rate
27 change, which will be used to pay for debt when it is incurred or lower the debt in the future. He
28 explained that the Water Fund is an enterprise fund and resembles a business. In the impact fees
29 there is a six-year forward looking timeframe. In this case, they can plan 20 years into the future.
30 It not only helps pay for the bond but helps get a better rate.

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 One of Mr. Kartchner's concerns was with existing citizens paying for new infrastructure. He
2 learned that based on the charges from JVVCD there is a peaking factor. By putting in some of
3 the infrastructure needed for future growth they can help reduce the impact of the peaking factor
4 and lower the overall costs and increases that will come from Jordan Valley in the future.

5
6 Moving between the various tiers was discussed. Mr. Kartchner explained that each tier maintains
7 its price. The Mayor expressed concern for the big users who choose to either water less or find
8 another source of water. With respect to the respective tiers, Mr. Kartchner commented that
9 higher tiered users tend to be in the one-acre plus lots. Overall, he expected there to be a decline
10 in the percentage of users that exceed the 100,000-gallon limit.

11
12 Mayor Timothy commented that the City needs to start funding infrastructure to take care of their
13 needs for the future. Mr. Kartchner reported that the long-term water master plan includes
14 projects for both secondary water and culinary water projects. Shifting from culinary to secondary
15 water usage will be of benefit because the infrastructure for secondary water is much less
16 expensive.

17
18 Mr. Reid informed the Council that 150,000 gallons will cost \$518 under the new program and
19 \$456.50 under the old program resulting in a \$67.50 difference. Mr. Kartchner stated that the final
20 decision will be made by the Council. He did, however, recommend that they at least increase it
21 by the level of the costs coming from Jordan Valley Water Conservancy District.

22
23 Mr. Reid reported that the City has received a 5% increase from JVVCD for the last six years in a
24 row. Last year the increase was just under 3%. He expected next year's increase to be more than
25 5% because of high temperatures, the increase in usage, and growth.

26
27 Mayor Timothy opened the public hearing. There were no public comments. The public hearing
28 was closed.

29

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 Tier issues were discussed. Justin Westwood suggested increasing the base rate and keep the Tier
2 1 lower. By doing so, citizens will see the difference even though the same amount is being
3 generated. Mayor Timothy worried that the higher tier will likely apply to long-term residents
4 who are established. Mr. Reid commented that some of the large users do not have an option for
5 secondary water. He thought it might be worthwhile to offer someone who has no ability to get
6 secondary water the opportunity to avoid Tier 4.

7
8 The Mayor recommended the matter be tabled to allow for more publicity to take place.

9
10 Boyd Preece was in favor of keeping Tier 1 the same and increasing Tier 2. The Mayor was in
11 favor of users paying for what they consume. Justin Westwood did not think that public input
12 would change the Council's opinion. Various options were discussed.

13
14 **Justin Westwood moved to adopt an ordinance amending the Consolidated Fee Schedule for**
15 **water rates charged by the City of Bluffdale with the proposed rates provided by Bruce**
16 **Kartchner. James Wingate seconded the motion. Vote on motion: Ty Nielsen-Aye, Justin**
17 **Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye, Alan Jackson-Aye. The motion**
18 **passed unanimously.**

19
20 **8. PUBLIC HEARING – Consideration and Vote on an Ordinance Amending the Land**
21 **Use Code Ordinance Text for Independence Village, SD-R, Section 11-11I of the**
22 **Bluffdale City Code, Including a Revised Project Plan, Gregory Haerr, Applicant,**
23 **Staff Presenter, Caitlyn Miller.**

24
25 **9. Consideration and Vote on a Preliminary and Final Subdivision Application for the**
26 **Independence Village Phase 1 Subdivision for 88-Residential Lots, Located at**
27 **Approximately 14774 South Noell Nelson Drive, Gregory Haerr, Applicant, Staff**
28 **Presenter, Caitlyn Miller.**

29
30 Agenda item numbers 8 and 9 were addressed together.

31
32 Associate City Planner, Caitlyn Miller, presented the staff report and stated that the request is for a
33 text amendment and a preliminary/final subdivision plat. The zone in question involves a lone
34 parcel on Noell Nelson Drive. The property was identified a site map displayed. The project

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 includes three phases and will provide 181 single-family detached lots. The Planning Commission
2 forwarded a positive recommendation to the City Council with the condition that they update the
3 dimension of the 40' x 90' single-family lots. That measurement was changed to be more
4 consistent with the concept plan. The differences from the original text were identified. The
5 original project plan included two lots sizes and an HOA park with a trail and a site for a future
6 fire station. The updated project plan offers more diversity in terms of lot sizes and still includes
7 an HOA park, trail, and the fire station. The lot sizes have decreased from two varieties to five.
8 The items going into Phase 1 include the 40' x 90' and 50' x 90' lots. One lots is 60' x 95'.

9
10 A retention pond was added to the project plan and is in Phase 3. It is proposed as .44 acres in
11 size and will be donated to the City. Originally, there were four acres of open space and there are
12 now 5.51 acres. One of the major differences from the original text pertained to irrigation of the
13 single-family lots. The applicant proposed that the zone allow for the single-family lots to be
14 watered with culinary water instead of installing a secondary water system. The HOA park and
15 trail would still be irrigated using secondary water. The items that remained were consistent with
16 the original text included the density of 5.23 dwelling units per acre and keeping the number of
17 lots at 181. For the fire station, the applicant will donate 1.28 acres to the City.

18
19 Ms. Miller reported that the Planning Commission forwarded a positive recommendation based on
20 the conditions set forth in the staff report with the deletion of number five. In response to a
21 question raised, Ms. Miller stated that the five-acre park is owned privately by the HOA who will
22 determine what will go there. Currently, there is no plan in place. It was clarified that the HOA
23 will maintain the HOA park and the City will maintain the retention pond.

24
25 It was reported that the fire station is in Phase 2. Rod Engar explained that Phase 2 impacts the
26 boundary between the fire station. As a result, they discussed moving forward with Phase 2 now.
27 The plans were expected to be submitted to staff by the end of the week. They hoped to have the
28 matter on the December 14 agenda.

29

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

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

3
4 **James Wingate moved to adopt an ordinance amending the Land Use Ordinance text for**
5 **Independence Village SD-R, Section 11-11I of the Bluffdale City Code, including the revised**
6 **project plan. Justin Westwood seconded the motion. Vote on motion: Justin Westwood-**
7 **Aye, James Wingate-Aye, Boyd Preece-Aye, Alan Jackson-Aye, Ty Nielsen-Aye. The motion**
8 **passed unanimously.**

9
10 **James Wingate moved to approve a preliminary and final subdivision application for the**
11 **Independence Village Phase 1 Subdivision for 88 residential lots, located at approximately**
12 **14774 South Noell Nelson Drive. Justin Westwood seconded the motion. Vote on motion:**
13 **Justin Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye, Alan Jackson-Aye, Ty**
14 **Nielsen-Aye. The motion passed unanimously.**

15
16 **10. Consideration and Vote on a Resolution Authorizing the Execution of an Amended**
17 **Development Agreement with Simple Products Corporation, Including and Amended**
18 **Project Plan, Staff Presenters, Grant Crowell and Vaughn Pickell.**

19
20 City Attorney, Vaughn Pickell, informed the Council that an exhibit was provided to the Council
21 for a property exchange relating to the curb transfer. They also need to acquire a sliver of property
22 for the right-of-way, which will affect the final legal description that relates to the project. Mayor
23 Timothy confirmed that the item could be approved tonight pending receipt of the final legal
24 description.

25
26 City Planner/Economic Development Director, Grant Crowell, reviewed the newly designed
27 Porter Rockwell Ridge Business Park located at 14600 South Porter Rockwell Boulevard. The
28 property was identified on a map displayed. The original plan was described, which did not
29 include any areas for retail shop space. For years the area has been identified as an economic
30 development target for the community. The uses included in the current proposal were described.

31

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 Permitted and conditional uses were discussed. Boyd Preece recommended that funeral homes,
2 loan centers, swimming pools, and automotive sales and service be eliminated. Mr. Crowell stated
3 that with LUDMA there is a push to recodify and for cities to remember what the State Legislature
4 did the first time. He explained that since a condition cannot mitigate the negative impacts, a
5 conditional use must be approved.

6
7 Mr. Crowell commented that if a water feature is desired it needs to be specified in the project
8 plan. Mayor Timothy commented that Simple Products has been very responsive and
9 compromised a great deal to accommodate the City.

10
11 Brian Christensen pointed out that they have accounted for temporary pathways, driveways, and
12 drive thrus. He stated that the trucks will not be visible from the street and will be contained
13 below the lower level to address concerns about traffic and noise. Mr. Christensen stated that they
14 have signed agreements and leased other property where they will be storing their shipments and
15 the majority of their warehouse. The subject property will only serve as minor warehousing with
16 office space. Trucks were not expected to have problems accessing the site because no trucks will
17 be stored there. Mr. Christensen stated that they were able to separate out the light industrial with
18 the retail. They felt that it resolved all of the concerns they had heard from the City and residents.
19 Mayor Timothy appreciated that they had listened to the public and expressed support for the plan.

20
21 **Ty Nielsen moved to approve the request contingent upon the applicant providing an**
22 **accurate and correct legal description for the project, which shall include all of Simple**
23 **Products property southeast of 14600 South and Porter Rockwell Boulevard plus the curved**
24 **remainder Parcel A on the property exchange map but less Parcel B, which shall be**
25 **conveyed to the City. The legal description shall be subject to review and approval by the**
26 **City Engineer and the City Attorney. Alan Jackson seconded the motion. Vote on motion:**
27 **Justin Westwood-Aye, James Wingate-Nay, Boyd Preece-Nay, Alan Jackson-Aye, Ty**
28 **Nielsen-Aye. The motion passed 3-to-2.**

29

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 **11. Consideration and Vote on a Resolution to Reduce the Transportation Impact Fee for**
2 **Summit Academy Bluffdale Campus, Staff Presenter, Grant Crowell.**
3

4 Mr. Crowell presented the staff report and stated that the proposal is to reduce the Transportation
5 Impact Fee for Summit Academy. The request is for the Transportation Impact Fee to be
6 \$188,940.81. Tyler Bodrero from Summit Academy addressed the Council and stated that the
7 reduction request was due to the lower number of students enrolled. Additional impact fees would
8 be assessed when enrollment exceeds 1,000.

9
10 It was reported that based on the count data collected in September by Hales Engineering, the City
11 should assess a Transportation fee of \$352,800. It was felt that a reduction to that fee is
12 appropriate based on the roadway improvements made outside of the school frontage totaling
13 \$120,196.56. Also, having paid \$43,667.63 for a Storm Drain Impact Fee where the school has
14 built and maintains two on-site storm drain storm water retention systems, it was felt that that fee
15 should be credited to the overall fees.

16
17 Mayor Timothy stated that the State Legislature is of the belief that schools solve more problems
18 than they create and prefer that the impact fees be zero because it is taxpayer money. Ways of
19 collecting the needed funds were discussed.

20
21 Holly Brown thanked the City for making a generous donation to the school of \$500,000 for the
22 auditorium. She reported that within the month she has been able to generate an additional
23 \$500,000 as a direct result of the City's donation. The project is now ahead of schedule because
24 of their partnership. With regard to impact fees, she stated that every dollar given to the City takes
25 away from what the school is trying to build. She asked that the fee be waived altogether. Doing
26 so will increase teacher salaries, textbooks, and their ability to improve facilities. She had seen
27 many cities waive impact fees for schools based on the fact that they know that amount could pay
28 the salaries of four teachers the following year that might have been lost. She reminded the
29 Council that it is not a commercial development and will benefit the City.
30

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 Mayor Timothy commented on his recent visit to a South Hills Middle School class and the
2 professional manner in which the students conducted themselves. Their questions were very well
3 thought out, which he attributed to a high quality of teaching. The students were excited to come
4 to tonight's meeting and make a presentation. He recommended that the Council consider what
5 the school has brought to the table. The Mayor remarked that there is a benefit to having an
6 educated work force because quality of life improves based on the education of the community.

7
8 Justin Westwood commented that the school being built has necessitated the roundabout. The
9 preference was to spend money on the roundabout rather than a softball field. James Wingate
10 wanted to make sure that all schools are being treated the same. He recommended they consider
11 what happened with North Star Academy and how the Jordan School District school will be
12 treated with the two that are coming. Council Member Westwood agreed that all schools should
13 be treated the same but thought that each school should be assessed individually.

14
15 Crossing guard issues were discussed. Mayor Timothy commented that the crossing guard the
16 City is paying for is with the Jordan School District. The other is being paid for by Summit
17 Academy because of the need for two. Charter schools have no crossing guards. If North Star
18 Academy does not have a crossing guard it is because they are not paying for one. Alan Jackson
19 wanted to make sure the City treats everyone fairly.

20
21 Mayor Timothy commented on the impact to the City and the benefit. He explained that
22 Conference of Mayors Meetings have been held at Summit Academy in addition to other events
23 where the school's gymnasium has been used and there has never been talk of charging the City.
24 The other school district did not treat the City that way. For that reason, he considered the impact
25 to the community to be different. Alan Jackson agreed and acknowledged that the City has
26 received tremendous support from Summit Academy, which has not been the case with the other
27 school district. He stated that that should be taken into account.

28
29 Mr. Reid questioned whether the \$500,000 donation includes use of gymnasiums, fields, etc.

30 Mayor Timothy confirmed that the new agreement will include such use. Ms. Brown mentioned

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 that Summit Academy has no intention of charging the City to use any of the facilities. What will
2 be drafted will be a joint use agreement for the auditorium, which is similar to the one in Park City
3 where the district and the City work together. Staff will have to be hired to run the auditorium
4 with no plans to ask for help from the City or to ask for additional funding.

5
6 **Ty Nielsen moved to approve the resolution to reduce the Transportation Impact Fee for**
7 **Summit Academy Bluffdale Campus to \$43,667.63, which would be offset by the amount**
8 **paid for the Storm Drain Impact Fee, which would be zero. The motion failed for lack of a**
9 **second.**

10
11 Finance Director, Bruce Kartchner, stated that from a financial perspective, waiving fees for any
12 school simply shifts the tax burden from one taxing entity to another. Clearly, there is an impact
13 to the City and if they forgive those dollars they have to be taken from another source. He
14 recommended the Council consider how the roundabout will be paid for and stated that it may be
15 necessary for the City to raise taxes to cover all of the expenditures unless the funds are taken
16 from somewhere else.

17
18 **Justin Westwood moved to pass a resolution to reduce the Transportation Impact Fee for**
19 **Summit Academy Bluffdale Campus to \$150,000 as the amount Summit Academy would**
20 **owe. Ty Nielsen seconded the motion.**

21
22 Council Member Westwood commented that the figure was calculated using the \$352,800 minus
23 the improvements made to the roadway of \$120,191.56 minus the \$43,667.63, which leaves
24 \$188,940. He also was offering an additional discount because there is benefit to the City, for a
25 total of \$150,000 to the City. James Wingate preferred to keep the proposed \$188,000 and the
26 addition would be to account for the roundabout.

27
28 **Vote on motion: Justin Westwood-Aye, James Wingate-Nay, Boyd Preece-Nay, Alan**
29 **Jackson-Aye, Ty Nielsen-Aye. The motion passed 3-to-2.**

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 **12. Consideration and Vote on a Resolution Authorizing the Execution of the Geneva**
2 **Rock Easement Agreement with Rocky Mountain Power to Facilitate the**
3 **Construction of Porter Rockwell Boulevard, Staff Presenter, Michael Fazio.**
4

5 Mr. Fazio reported that the City is required to relocate to high voltage power poles that intersect
6 Porter Rockwell Segment 3. Previously, the City approved a request to relocate the location
7 alignment and pay the cost of the realignment. The agreement stipulates that the City will pay
8 \$200,000 in fees and in kind. Mr. Fazio recommended that the agreement be approved with the
9 authorization of the City Manager. In response to a question raised, Mr. Fazio stated that the cost
10 to relocate the pole exceeds \$700,000. The Geneva Rock contribution would be \$500,000.

11
12 **Ty Nielsen moved to approve a resolution authorizing the execution of the Geneva Rock**
13 **Easement Agreement with Rocky Mountain Power to facilitate the construction of Porter**
14 **Rockwell Boulevard. Just Westwood seconded the motion. Vote on motion: Justin**
15 **Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye, Alan Jackson-Aye, Ty Nielsen-Aye.**
16 **The motion passed unanimously.**

17
18 **LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING**
19

20 **1. Roll Call.**
21

22 All Members of the LBA Board were present.
23

24 **2. CONSENT AGENDA.**
25

26 **2.1 Approval of the June 8, 2016 and June 22, 2016 Meeting Minutes.**
27

28 **Justin Westwood moved to pass the consent agenda. Ty Nielsen seconded the motion. The**
29 **motion passed with the unanimous consent of the LBA Board.**

30
31 **3. Consideration and Vote on a Resolution Establishing the LBA Minutes Approval**
32 **Process, Staff Presenter, Vaughn Pickell.**
33

34 Mr. Pickell explained that the resolution sets a new procedure for approving minutes by the Local
35 Building Authority. The process is that the Secretary/Treasurer of the LBA Board will send a

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 draft of the minutes to the Members of the Board of Trustees. The Members will then have 10
2 days to submit corrections. The corrections shall be made and the minutes redistributed to the
3 Board of Trustees. After 10 days have passed without receiving any requests for corrections, the
4 minutes shall be deemed approved.

5
6 **Justin Westwood moved to pass a resolution establishing the LBA minutes approval process**
7 **as described. James Wingate seconded the motion. Vote on motion: Chair Mayor Timothy-**
8 **Aye, Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, Boyd**
9 **Preece-Aye. The motion passed unanimously.**

10
11 **4. Presentation and Consideration of the 2015-2016 Fiscal Year Audit Report, Hansen**
12 **Bradshaw Malmrose & Erickson.**

13
14 The above item was addressed as part of the Regular Business Meeting.

15
16 **5. Adjournment.**

17
18 The LBA Board Meeting adjourned.

19
20 **BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING**

21
22 RDA Chair Ty Nielsen assumed the Chair.

23
24 **1. Roll Call.**

25
26 All Members of the Bluffdale City Redevelopment Agency Board were in attendance.

27
28 **2. CONSENT AGENDA.**

29
30 **2.1 Approval of the September 9, 2016 Meeting Minutes.**

31
32 **Justin Westwood moved to pass the consent agenda. Mayor Timothy seconded the motion.**

33 **The motion passed with the unanimous consent of the Board.**

34
35 **3. Consideration and Vote on a Resolution Establishing the RDA Minutes Approval**
36 **Process, Staff Presenter, Vaughn Pickell.**

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 Mayor Timothy moved to approve the resolution based on the previous discussion on the
2 LBA minutes approval process. Justin Westwood seconded the motion. Vote on motion:
3 Mayor Derk Timothy-Aye, Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James
4 Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.

5
6 4. **Presentation and Consideration of the 2015-2016 Fiscal Year Audit Report- Hansen**
7 **Bradshaw Malmrose & Erickson. (Regular Business Meeting - Agenda Item 5).**
8

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

10
11 5. **Adjournment.**

12 The RDA Meeting was adjourned.

13
14
15 **CONTINUATION OF BUSINESS MEETING**

16 Mayor Timothy resumed the Chair.

17
18
19 13. **Mayor's Report.**

20
21 Mayor Timothy reported that the previous day Orem City toured the New Bluffdale City Hall.
22 They wanted to see specifically how the court was incorporated. They liked how the Judge was
23 separated from the public and how they separated the detainees from the public. They liked that
24 the design allowed for about 70% of the public's dealings with the City to be able to conducted
25 within sight of the front door. Only 30% of the public would ever have to go upstairs.

26 The Mayor expressed appreciation to staff for working through the details of the New City Hall.

27 The Mayor reported on the Transcom Committee, which he serves on, where he gets to see the
28 near-term transportation projects. The Regional Growth Committee (RGC) deals with long-term
29 projects, which he also serves on. He stated that this was where he first was able to see the State
30 priority list. He explained that it was necessary to be on that list in order to discuss funding for the
31 bridge for Porter Rockwell Boulevard. They estimated that they would be third on the State's
32 priority list based on scoring. The Mayor reported that the four bridges over intersections on
33 Bangerter were first on the list and the Mountain View Corridor was second.
34

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1
2 Mayor Timothy reported that the Vintage Park Open House was held the previous night at which
3 there was a fair turnout by the public.

4
5 **14. City Manager’s Report and Discussion.**
6

7 Mr. Reid updated the Council on City Hall and stated that all of the asphalt is in. On the inside the
8 sheetrock is about 40% done. He would be conducting a tour for those interested at 9:00 a.m. on
9 Saturday, November 19.

10
11 The Thanksgiving Breakfast was scheduled for Wednesday, November 23 at 7:30 a.m. to which
12 the Council was invited.

13
14 Santa and the Lights will be the following Saturday. A tractor Parade will begin at 5:30 p.m. A
15 singing group, hot chocolate, cookies, and a chance to see Santa will begin at 6:00 p.m.

16
17 Mr. Reid reported that temporary help was hired to decorate the park with lights as has been done
18 in years past. They expect to be done by Friday.

19
20 Mr. Reid informed the Council that the Saratoga Springs contract was approved by the Saratoga
21 Springs City Council. Bluffdale gave direction to hire a detective who will begin work by
22 January 1. If, during the process, they find three great candidates they were instructed to hire the
23 third at that time. Otherwise, the third candidate will be hired in April to break up the cost.

24
25 Mr. Reid indicated that the next City Council Meeting is scheduled for December 14, which will
26 be the only meeting in December.

27
28 For Alan Jackson, the TEC Meeting for the RDA/EDA Board will be held on Monday,
29 December 5 at 1:30 p.m.

30
31 Mr. Reid reported that they expect to receive the deed for Fire Station Number 2 soon. As soon as
32 it is received they will begin work on the design. Several companies would like to bid on the

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 design and the process will be similar to what was done for City Hall. The estimated budget was
2 \$3.3 million and will be paid back over time with impact fees. Bonding will be required to get the
3 money up front. Mr. Reid reported that he would be meeting with George K. Baum the following
4 week to discuss financing.

5
6 Mr. Crowell indicated that he and Mr. Fazio are working with BIO-West and Hales Engineering
7 on the City-Wide Transportation Plan they received a grant for. They want to get out and walk the
8 town to see how it looks and feels from a pedestrian and active transportation standpoint, which is
9 something they are trying to address in the plan. The first tour will begin at the City Park and go
10 toward the school and the park.

11
12 Mr. Reid thanked Mr. Kartchner for the time, effort, and talent he brings to the City. He stated
13 that this higher level of finance has been very beneficial.

14
15 Mr. Fazio updated the Council on the trestle and roundabout. He stated that the roundabout is
16 nearly complete. The contractor wants to finish within two weeks so small islands are being built.
17 Other items that need to be completed were identified. Installation of the signal lights at the trestle
18 will begin on November 28 and the signal light will be done progressively until complete.

19
20 James Wingate reported that a citizen asked him earlier in the day about street lamps to provide
21 lighting for the roundabout. There have been problems at night with people who don't know how
22 to use the roundabout. Mr. Fazio indicated that five are planned for the roundabout and 10 along
23 Noell Nelson Drive.

24
25 Council Member Preece was asked by a resident about what precautions there would be to
26 decrease speeding on Noell Nelson Drive. In addition to barricades there will be narrow lane
27 striping.

28
29 Mr. Reid reported that this time of year when they have one meeting in November and one in
30 December, they have a lot of requests for subdivision acceptance with conditions. He would like

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 to bring a proposal to the City Council that the City Engineer do the acceptance of a subdivision.
2 They have always been included on the consent agenda and he had never seen them pulled out.
3 The Council agreed.

4
5 Mr. Reid suggested they also look at the amount of water to extract for residents. They began in
6 that direction with the Water Master Plan, which will be forthcoming. Mayor Timothy
7 encouraged staff not to impact residential users.

8

9 **PLANNING SESSION**

10

11 **15. Planning Session.**

12

13 James Wingate reported on the portion of 14600 South that UDOT still owns and stated that east
14 of the new roundabout there are several delineator posts that have been hit by cars and are bent in
15 jagged strange ways. He was concerned that a cyclist would veer and be impaled. He asked that
16 staff look into the concern. Mr. Fazio stated that he has a meeting with UDOT next week and will
17 address the issue with them.

18

19 Justin Westwood encouraged the Council to visit the City's website and sign up for the garbage
20 reminders. He stated that they are very helpful. He also asked that staff send out reminders the
21 week of Thanksgiving so that all are aware of the schedule.

22

23 **16. Discussion Regarding Animal Services, Staff Presenter, Grant Crowell.**

24

25 Mr. Crowell reported that Code Enforcement Officer, Craig Rasmussen, will retire in January and
26 Anika resigned with her last day being November 30. The City has relied on Mr. Rasmussen and
27 Anika for years and Bluffdale contracts with South Jordan who has a small facility. They have no
28 plans for the City's own comprehensive animal welfare program. Mr. Crowell was asked to
29 investigate options such as Salt Lake County Animal Services. He was hesitant at first and was
30 assigned to supervise Code Enforcement and Animal Control a few years ago. Talia Butler, the
31 Director of Salt Lake County Animal Control was present and would be making a presentation on
32 the programs they offer.

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1
2 Mr. Crowell thought the citizens could be better served with guaranteed 24/7 coverage, which they
3 have struggled with over the years, backup, veterinarian, licensing, vaccination, and microchips.
4 He explained that the cost structure is similar to what the City has budgeted. This time of year
5 they begin thinking about licensing renewals and in this case, the County would take over
6 licensing. With the timing, the alternatives were coming together. Riverton and Herriman both
7 use Salt Lake County as do a number of other cities including Salt Lake City.

8
9 Mayor Timothy commented that currently they have an animal shelter in South Jordan, which is
10 convenient. He asked if Bluffdale were to go with the County whether they would continue to
11 shelter animals in South Jordan or if residents will have to travel to 3900 South. Mr. Crowell
12 stated that the plan would be to convert to the County facility, however, their officers try to
13 resolve situations on site. In the event someone has to go the shelter, it would be the 3900 South
14 facility. The County hopes to find a south County location.

15
16 Mr. Reid stated that this is his third time looking at the County. Some of the concerns he has had
17 were with the 3900 South location. The other issue was that previously the intent was to use
18 officers out of Riverton and Herriman. Under the proposed plan with the County everyone pays
19 the same amount so that it is equal and fair for each city. Mr. Crowell stated that the cost is \$9.63
20 per resident per year.

21
22 The other concern Mr. Reid had was with licensing. In Bluffdale licensing has lasted for months
23 and there has not been an ability to license animals online. Mr. Reid felt there would be
24 challenges with certain things. For example, the City currently charges anyone over 60 years of
25 age \$1.00 to license their animal. The County's senior program charges \$5.00. The program
26 would either need to be subsidized or the cost increased.

27
28 In response to a question raised by the Mayor, Mr. Reid stated that Saratoga Springs uses the Utah
29 County Shelter and use their own police officers to do code enforcement and animal control. They

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 had had a difficult time keeping Mr. Rasmussen busy and at other times he was too busy, which is
2 the nature of animal control.

3
4 In response to a comment made by Mr. Reid, Ms. Butler stated that this past year they switched to
5 their \$1.00 per citizen model, which is simpler. She explained that they are not under the Sheriff
6 and are a department of Public Works. She reported that they are the largest no kill shelter in the
7 State of Utah, which is significant. Their live release rate is currently 95%. That means that they
8 get a lot of grant funding. She estimated that they receive \$2 million per year in grant funding,
9 which all goes back to the citizens.

10
11 Ms. Butler stated that in terms of staff, they have a very low turnover. They are nationally
12 recognized and this year the Best Friends National Conference. They were asked to present at the
13 National Conference next year to teach how municipal shelters can be no kill.

14
15 Ms. Butler described the free services they provide citizens in their jurisdiction. These include
16 free microchips and vaccines for their pets. The average citizen doesn't use the shelter every year
17 but on average there are one to two pets per household. Every citizen will have access to these
18 free services. They are provided by the County's non-profit partner who pays for the program. In
19 addition, they have free low-income spay and neuter services, free cat fixes, and free low-income
20 sterilizations.

21
22 Ms. Butler described their veterinary program and stated that they are the only shelter in the State
23 with veterinarians on staff. They have two full-time and two part-time veterinarians who provide
24 the services. They also offer 24/7 veterinary services. Priority 1 call response times are 30
25 minutes or less, Priority 2 calls are 60 minutes, Priority 3 calls are responded to within 120
26 minutes, and Priorities 4 through 9 calls are responded to within one business day.

27
28 Ms. Butler stated that some of the cities they currently serve include Millcreek, Herriman, and
29 Holladay. In instances where multiple Priority 1 calls come in at one time, multiple officers are
30 needed. It was reported that the County can dispatch multiple officers at the same time and is of

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 benefit. Ms. Butler stated that they are striving to add a South Valley shelter. Currently, their
2 return to owner rate is 40%. They also microchip in the field.

3
4 Ms. Butler stated that their adoption program is strong and they are able to move animals quickly.
5 They have 16 field officers, three lieutenants, and one captain in addition to avian, livestock, and
6 reptile specialists. The shelter is open from 10:00 a.m. to 6:00 p.m. Monday through Saturday and
7 they have an off-site adoption center through Best Friends, which is open from 10:00 a.m. to 7:00
8 p.m. seven days per week.

9
10 Their intake protocol is done at the shelter and they vaccinate at the time of intake, which most
11 shelters do not do. This drastically reduces the likelihood of the animal being sick. They have a
12 number of resources and would be happy to come to Bluffdale to do vaccine clinics. They offer
13 public training for animals with behavioral problems. They have a humane education where they
14 come into schools and teach children about responsible pet ownership. They also address how
15 they should approach an animal and how to stay safe. They have a Book Buddy program at the
16 shelter where children can read to the cats at the shelter. They also have a volunteer and foster
17 program. Last year they had enough volunteers to account for eight additional full-time
18 employees. Administrative support is also offered. Their marketing program reaches over
19 100,000 people on their social media network and they have mini-commercials coming out
20 sponsored by KSL.

21
22 Other programs they offer were described. They have a great deal of emergency equipment
23 including a horse trailer, a dead hauler, a water hauler, and an emergency resource vehicle. They
24 also have 75 employees who can respond in Bluffdale if needed. The sole purpose of their non-
25 profit partner, Utah FACES, is to support their function and make sure they are successful. Their
26 Safe Haven Program was described and is intended for victims of domestic violence. They take
27 their animals and hold them until they are able to take them back. Their Intervention Program
28 helps people address issues such as broken fences. All of their employees are CERT certified and
29 they offer continuing education for employees.

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1
2 Ty Nielsen was concerned about the County’s lack of knowledge regarding livestock. Ms. Butler
3 stated that that is the specialty of several staff members is livestock. The Mayor asked if the City
4 would have to live by the County’s rules or the City’s rules. Ms. Butler stated that it can be
5 negotiated. She commented that enforcement is based on the care of animals. Licensing issues
6 were discussed.

7
8 Ms. Butler was asked to clarify road kill pickups. She explained that they pickup skunks and
9 racoons in addition to cats and dogs. The Division of Wildlife is responsible to pick up deer
10 carcasses. Pickups will occur anywhere within their jurisdiction.

11
12 Mr. Crowell explained that the funding with Salt Lake County would be similar to what Bluffdale
13 residents currently pay. He stated that they are approaching potential failure in the near future so a
14 decision needs to be made soon. The Mayor recommended that the City investigate what Saratoga
15 Springs is doing. Justin Westwood was impressed by the services offered by Salt Lake County
16 other than the location of their facility. Mr. Reid reported that the County is looking to locate at
17 the Marv Jensen Recreation Center for a south shelter.

18
19 Mr. Crowell reported that he contacted Riverton City Manager, Lance Blackwood, who said that
20 contracting with the County was a very good decision for them because it took the pressure off to
21 come up with a facility and staff it.

22
23 The Mayor wanted to at least talk to Saratoga Springs and see if there is any interest on their part
24 in working with the City. Mr. Reid stated that Salt Lake County offers far more services than the
25 last time they made a presentation to the Council.

26 Fire Chief, John Roberts, commented on the difficulties his department has had dealing with Salt
27 Lake County. His main concern was with livestock. He recalled a recent fire in Herriman where
28 horses were taken to South Jordan and the owners had a difficult time getting them back.

29

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING MINUTES
Wednesday, November 16, 2016**

1 It was noted that the term of the contract with Salt Lake County could be negotiated such that
2 either party could terminate it.

3
4 If the City finds itself shorthanded it was noted that Public Works could possibly provide
5 assistance. If the City were to go with Salt Lake County they would have to negotiate a contract
6 and the soonest one could be presented would be the next Council Meeting.

7
8 **17. Closed Meeting Pursuant to Utah Code §52-4-205(1) to Discuss the Character,**
9 **Professional Competence, or Health of an Individual, Collective Bargaining, Pending**
10 **or Imminent Litigation, Strategies to Discuss Real Property Acquisition, Including**
11 **Any Form of a Water Right or Water Shares, Security Issues, or any Alleged**
12 **Criminal Misconduct.**

13
14 There was no closed meeting.

15
16 **18. Adjournment.**

17
18 The City Council Meeting adjourned at 11:28 p.m.

19
20
21
22
23 _____
24 Wendy L Deppe, CMC
25 City Recorder:

26 Approved: _____

Agenda Item 4.2



Memo

Date: November 22, 2016

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Beacon Hill Apartments – Final Acceptance

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

I recommend accepting the inspected completed work, ending the warranty period, and request release of the Warranty Bond of \$79,788 (minus any related costs).



Memo

Date: November 15, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Beacon Hill end of warranty

Michael

There was one item on a punch list, a water valve collar. I made a site visit today and verified that the collar has been replaced.

I recommend that we accept this development and release the bond.

Agenda Item 4.3



Memo

Date: December 7, 2016

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Independence at the Point Plats D-3, E & E-4 – Final Acceptance

City Engineering/Public Works, after a one year warranty period, has inspected the subdivision improvements at Independence at the Point Plats D-3, E & E-4, and verified the standards have been met. 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 Bonds (minus any related costs) of: \$15,964 (D-3), \$3,477 (E) and \$13,424 (E-4) for a total of \$32,865.



Memo

Date: December 6, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Independence D-3

Michael, Phase D-3 has met all city requirements and the warranty is complete. I recommend that we release the bond being held.



Memo

Date: December 6, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Independence E

Michael, Phase E has met all city requirements and the warranty is complete. I recommend that we release the bond being held.



Memo

Date: December 7, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Independence E-4 retaining wall

Michael, the retaining wall has been placed according to plan. The wall was inspected as it was constructed.

I recommend we accept the wall and release the bond.

Agenda Item 4.4



Memo

Date: December 7, 2016

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Independence at the Point Plats D-1 Gas Line & K-2 – Preliminary Acceptance

City Engineering/Public Works has inspected the Independence at the Point Plats D-1 Gas Line & K-2 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 December 15, 2016.

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



Memo

Date: December 6, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Independence Phase D-1

Michael, the road over the gas line in Freedom Point Way that failed, has been repaired. The repair was according to the gas company drawing and was inspected by the gas company and myself.

I recommend that we release the bond held for this repair.



Memo

Date: December 6, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Independence phase K-2

Michael, K-2 has been completed and has met all the required standards. Inspections took place throughout the construction. Testing has been performed and filed.

I recommend we accept this phase and start the warranty.

Agenda Item 4.5

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

**ARBOR DAY 2016-
PROCLAMATION**

WHEREAS in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;

WHEREAS this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska;

WHEREAS Arbor Day is now observed throughout the nation and the world; and

WHEREAS the City of Bluffdale desires to promote the importance of trees for the benefits they provide for our citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, WE HEREBY PROCLAIM MAY 16, 2016, AS ARBOR DAY IN BLUFFDALE, UTAH, AND ENCOURAGE ALL RESIDENTS AND VISITORS TO BECOME ACTIVE IN PLANTING, PROMOTING, AND PRESERVING TREES WITHIN THE CITY OF BLUFFDALE.

PASSED, ADOPTED AND APPROVED on December 14, 2016. 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.

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	_____	_____



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

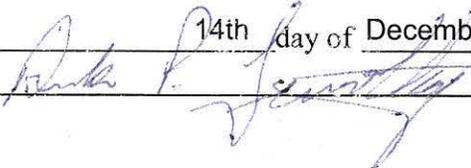
Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Derk P. Timothy, Mayor of the City of Bluffdale, Utah, do hereby proclaim May 16, 2016 as

Arbor Day

In the City of Bluffdale, Utah, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 14th day of December, 2016
Mayor 

Agenda Item 4.6

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

A RESOLUTION APPROVING THE 2017 ANNUAL MEETING SCHEDULE

WHEREAS, the City Council desires to approve the 2017 Annual Meeting Schedule required by State statute;

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

Section 1. Meetings of the Bluffdale City Council. The Bluffdale City Council generally will meet on the second and fourth calendar Wednesday of each month, with meetings to begin generally at 6:30 p.m., at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah on the following dates:

January 11, 25	*May 10, 24	*September 13, 27
February 8, 22	*June 14, 28	*October 11, 25
March 8, 22	*July 12, 26	*November 15
*April 12, 26	*August 23	*December 13

*Meetings will be held at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah.

The City Council, meeting in its ex officio capacity as the Board of Trustees of the Local Building Authority of the City of Bluffdale (“LBA”), and the Board of Directors of the Bluffdale City Redevelopment Agency (“RDA”), will meet on an “as needed” basis, on the foregoing Wednesdays for which more specific published notice is given.

Section 2. Meetings of the Bluffdale City Planning Commission. The Bluffdale City Planning Commission generally will meet on the first and third calendar Wednesday of each month, with meetings to begin generally at 7:00 p.m., at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah on the following dates:

January 4, 18	*May 3, 17	*September 6, 20
February 1, 15	*June 7, 21	*October 4, 18
March 1, 15	*July 5, 19	*November 8
*April 5, 19	*August 16	*December 6

*Meetings will be held at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah.

Section 3. Meetings of the Bluffdale Board of Adjustment. The Bluffdale City Board of Adjustment will meet on as “as needed” basis, with meetings to begin generally at 6:00 p.m., at the Bluffdale Fire Station, 14350 South 2200 West, Bluffdale, Utah, or at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah.

Section 4. Public Hearings. Public Hearings before the foregoing deliberative bodies will generally begin at 6:30 p.m. or at such other times as published or posted in the official “notices” of such public hearings.

Section 5. Other Meetings. The foregoing legislative and administrative bodies may hold such other meetings, study sessions, work sessions, budget meetings, and other meetings, at such times and locations for which specialized notice thereof is given, as required by state statute.

Section 6. Public Notification. The City Recorder is directed and authorized to cause a photocopy of this Resolution to be sent to a newspaper of general circulation within the community.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED, ADOPTED AND APPROVED the 14th day of December, 2016.

By: _____
Mayor Derk P. Timothy

ATTEST:

Wendy L. Deppe, City Recorder

Voting by the City Council:	Aye	Nay
Council Member Jackson	_____	_____
Council Member Nielsen	_____	_____
Council Member Preece	_____	_____
Council Member Westwood	_____	_____
Council Member Wingate	_____	_____

Agenda Item 4.7



Memo

Date: November 23, 2016

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: 2016 Water Improvement Projects

The bids for the 2016 Water Improvement Projects were opened on November 18, 2016.

The low bidder is Silver Spur Construction, LLC of Draper, Utah (*see attached bid tab*). Their bid for the project as advertised is \$208,805.

Silver Spur has previously completed a construction project for the City and we are familiar with their quality of work.

I recommend awarding the project to Silver Spur Construction, LLC approving the resolution allowing the City Manager to enter into an agreement for the City with Silver Spur Construction, LLC and authorizing the contract amount with an additional 10% contingency for \$229,686.



BIDS

Project:	2016 Water Improvement Projects
Bid Opening Date:	18-Nov-16
Total Number of Bids:	13
Engineer's Estimate:	\$272,380
Apparent Low Bid:	\$208,805
Low Bid Company:	Silver Spur Construction, LLC
Average Bid Amount:	\$307,490

Bid Tabulation

No.	Company	Bid Amount	Difference from Low Bid
1	Silver Spur Construction, LLC	\$208,805.00	\$0
2	*Counterpoint Construction Co.	\$237,010.00	\$28,205
3	B D Bush Excavation	\$239,625.00	\$30,820
4	On Line Utility Locating	\$254,425.00	\$45,620
5	Cody Ekker	\$258,050.00	\$49,245
6	R D J Construction	\$264,527.03	\$55,722
7	Mickelsen Excavating	\$275,348.50	\$66,544
8	M C Contractors, LLC	\$300,262.00	\$91,457
9	KK & L	\$329,712.50	\$120,908
10	Newman Construction	\$345,000.00	\$136,195
11	Vancon, Inc.	\$351,162.50	\$142,358
12	Beck Construction	\$461,300.00	\$252,495
13	STAPP Construction	\$472,140.82	\$263,336

*nonresponsive bidder

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

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS AWARDING A CONTRACT FOR THE 2016 WATER IMPROVEMENT PROJECTS AND ESTABLISHING A CONTINGENCY.

WHEREAS the City of Bluffdale (“City”) owns and maintains a network of water lines and facilities;

WHEREAS the City is undertaking a project known as the 2016 Water Improvement Projects (“Projects”);

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

WHEREAS the City received 12 responsive bids, and the Silver Spur Construction, LLC, bid of \$208,805.00 was the lowest responsive bid;

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 Projects to Silver Spur Construction, LLC, with a contract price of \$208,805.00. The City Council authorizes the City Manager to expend an additional 10 percent of the contract price for contingencies that might arise with the Projects.

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: December 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	_____	_____

Agenda Item 4.8



Memo

Date: December 14, 2016

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Cooperative Agreement for UDOT Transportation Alternatives Program Grant

The City applied and received two UDOT Transportation Alternative Program (TAP) grants to place sidewalks along 13800 West between 3727 and 3600 West and along 14000 South between 2835 and 2700 West, where there is no sidewalk.

The City will receive a 50% matching grant in the amount of \$41,500 for 13800 South for this fiscal year and a 50% matching grant in the amount of \$43,000 for 14000 South to be used in fiscal year 2018. The city is required to sign the presented cooperative agreement to receive the grants begin design and construction.

I recommend allowing the City Manager to enter into an agreement with the Utah Department of Transportation for the allocation of the Transportation Alternatives Program grant funds.



**State of Utah
Department of Transportation**

<p>Cooperative Agreement Converted TAP Funds for Local Agency</p>	<p>Project Description: Bluffdale Sidewalk; 13800 South and 2950 West</p> <p>Local Agency: Bluffdale</p>	
<p>Pin:15041</p> <p>Job/ Project:S-R299(237)</p>		<p>Date Executed</p>

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and [Bluffdale], a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency.**”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a sidewalk at 13800 South and 2950 West described as Sidewalk Project; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 50% Local, 50% State match basis with a maximum State participation of \$100,000.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region 2 Utility and Railroad Leader Alana Spendlove, telephone number 801-887-3462 or aspendlove@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region 2 Environmental Manager, telephone number 801-887-3689 for assistance with any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT’s** standards and specifications. For work performed within **UDOT’s** right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting

construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 50% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$41,500.00
Local Agency's Funds (Participation Amount)	\$41,500.00
Total Project	\$83,000.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$41,500.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by June 30, 2017. If for any reason, the **Local Agency** cannot complete construction by June 30, 2017, the **Local Agency** must request, in writing before June 30, 2017, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Bluffdale				Utah Department of Transportation			
By		Date		By		Date	
				Steven J. Quinn, Project Manager			
By		Date		By		Date	
				Region Director			
By		Date		By		Date	
				Comptroller Office			

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2016-

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT – CONVERTED TAP FUNDS FOR LOCAL AGENCY, BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND THE CITY OF BLUFFDALE.

WHEREAS the City of Bluffdale (“City”) owns and operates a network of streets, roads, and bridges (“System”);

WHEREAS the State of Utah, Department of Transportation (“UDOT”) has awarded a Transportation Alternative Program matching grant to the City for some sidewalk improvements;

WHEREAS the City Council finds that entering into the attached agreement will further the public health, safety, and general welfare;

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

Section 1. Authorization to Execute Cooperative Agreement. The City Council hereby authorizes the City Manager to execute a Cooperative Agreement – Converted TAP Funds for Local Agency with the State of Utah, Department of Transportation, in the form attached hereto.

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

PASSED AND APPROVED: December 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	_____	_____

Agenda Item 5



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: December 8, 2016
Re: Ordinance Regarding Water Quality

Mayor and City Council Members:

The City is party to an agreement with Salt Lake County regarding storm water and groundwater quality. The Utah Pollution Discharge Elimination System (UPDES) agreement requires the City to adopt an ordinance prohibiting various activities that would negatively affect groundwater quality.

Sample Motion

I move to approve an Ordinance Amending Section 8-6-8 of the Bluffdale City Code Related to Water Quality Requirements for All Locations.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2016-

AN ORDINANCE AMENDING SECTION 8-6-8 OF THE BLUFFDALE CITY CODE RELATED TO WATER QUALITY REQUIREMENTS FOR ALL LOCATIONS.

WHEREAS the City of Bluffdale (“City”) has adopted Storm Water Regulations, codified as Title 8, Chapter 6, of the Bluffdale City Code;

WHEREAS the City desires to amend its Storm Water Regulations to prohibit activities that may constitute a violation of the City’s UPDES Permit; and

WHEREAS, following due consideration of relevant information, the Bluffdale City Council has determined that this amendment will promote the public health, safety, and general welfare;

NOW, THEREFORE, THE BLUFFDALE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Section 1. Amendment of Bluffdale City Code Related Water Quality Requirements for All Locations. Section 8-6-8 of the Bluffdale City Code is hereby amended as follows:

8-6-8: WATER QUALITY REQUIREMENTS FOR ALL LOCATIONS:

A. Requirements for All Locations and Developments: The following requirements shall apply to all locations and development that may impair the water quality or flow conveyance, including activities prior to the passage of this chapter:

1. Denuded areas shall be vegetated or covered under the standards and guidelines specified in the Salt Lake County best management practices for construction activities manual and on a schedule acceptable to the city engineer.
2. Cuts and slopes shall be properly covered with appropriate vegetation and/or structural protection methods constructed to prevent erosion, slope failure and any other adverse conditions.
3. Drainageways shall be properly covered in vegetation or secured with riprap, channel lining, etc., to prevent erosion.
4. Trash, junk, rubbish, etc., shall be cleared from drainageways.
5. Stormwater runoff shall be controlled to the extent reasonable to prevent pollution of local waters. Such control measures may include, but are not limited to, the following:
 - a. Detention ponds.
 - b. Constructed wetlands.

- c. Filtering systems:
 - (1) Catch basin inserts/media filter;
 - (2) Sand filter;
 - (3) Filter/absorption bed;
 - (4) Filter and buffer strips.
- d. Open channel:
 - (1) Swale.

6. It shall be a violation of this Chapter to conduct a concrete washout, discharge petroleum, discard building materials or waste, discharge chemicals, litter, discharge sanitary waste, or any other pollutants or waste recognized by the State of Utah directly on the ground without a containment mechanism that will prevent infiltration of such substances into the groundwater.

...

Section 2. Effective Date. This Ordinance shall take effect upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED: December 14, 2016.

Mayor

Attest: [seal]

City Recorder

Voting by the City Council:	Yes	No
Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____

Agenda Item 6

THE CITY OF BLUFFDALE, UTAH

CITY COUNCIL

RESOLUTION NO. 2016-

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL APPOINTING REPRESENTATIVES TO SERVE ON THE BLUFFDALE CITY REDEVELOPMENT AGENCY TAXING ENTITY COMMITTEE FOR ALL URBAN RENEWAL AND ECONOMIC DEVELOPMENT PROJECTS WITHIN BLUFFDALE CITY.

WHEREAS the Bluffdale City Redevelopment Agency (the “Agency”) was created to transact the business and exercise the powers provided for it under the Utah Community Development and Renewal Agencies Act, as amended (the “Act,” Utah Code Annotated, Title 17C);

WHEREAS Section 17C-1-402 of the Act provides that a taxing entity committee (“TEC”) is to be established which represents all taxing entities; and

WHEREAS, pursuant to Section 17C-1-402(2)(a)(i)(C), Bluffdale City (the “City”) is entitled to two representatives on any taxing entity committee for project areas which have been or may hereafter be adopted by the Agency;

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

1. Mark Reid and Alan Jackson are hereby appointed the representatives of the City of Bluffdale to the Bluffdale City Redevelopment Agency Taxing Entity Committee for all extant and future project areas within the boundaries of the Bluffdale City Redevelopment Agency, as required by the Act, with the understanding that the designated representatives may be changed from time to time by the majority vote of the City Council.

2. _____ is hereby appointed to be an alternate representative of the City of Bluffdale to the Bluffdale City Redevelopment Agency Taxing Entity Committee, and may act as a full member of the Bluffdale City Redevelopment Agency Taxing Entity Committee in the absence of one of the other representatives.

3. The representatives, including the alternate, are authorized to attend meetings of the TEC on behalf of the City, to vote on behalf of the City on all matters coming before the TEC, and, if required, to approve or disapprove project area budgets as well as any amendments thereto, on behalf of the City.

4. All action taken by the representatives at meetings of the Bluffdale City Redevelopment Agency Taxing Entity Committee, as representatives of Bluffdale City, is hereby approved, ratified and confirmed.

5. This resolution shall take effect on the date of its adoption.

APPROVED AND ADOPTED: December 14, 2016.

THE CITY OF BLUFFDALE

Derk P. Timothy, Mayor

Voting by the City Council:

Aye

Nay

Councilmember Jackson

Councilmember Nielsen

Councilmember Preece

Councilmember Westwood

Councilmember Wingate

Agenda Item 7



14175 Redwood Road, Bluffdale, Utah 84065; Tel. 801-559-7781; mfazio@bluffdale.com

Memo

Date: 7 December 2016

From: Michael Fazio, P.E. 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: City Storm Drain Crossing Agreement with Utah Transit Authority

The City, along with the Day Ranch Development (being developed by Dave Tolman) is planning to install a storm drain outfall to the Jordan River that crosses the Utah Transit Authority (UTA) Front Runner rail line and the Union Pacific rail line. UTA requires that the City enter an agreement to allow the City to place the storm drain under and across the railroad line. This agreement establishes the conditions and provides standards for the construction of the storm drain line.

This storm drain line will serve the Day Ranch and Westgate developments, carrying the historical drainage flow to the Jordan River. Ensign Engineering designed the improvements that will be installed by the developer's contractor. The City Attorney reviewed the agreement and supports approving it.

I recommend approving the agreement.

October 20, 2016

City of Bluffdale
 Attn: Michael Fazio
 14350 South 2200 West
 Bluffdale, Utah 84065

Dear Michael,

Enclosed please find two original copies of the License Agreement between City of Bluffdale (Licensee) and Utah Transit Authority (UTA) for the work to be performed in conjunction with the Pipeline Crossing License **PW/S.6283/P**. Please review the Agreement and have the appropriate individual sign and return both copies to me for final execution by UTA. Also include the one time real estate usage charge described in 2.3 of the Agreement and a copy of Licensee's insurance certificate described in Article XI. It is **important** that the railroad exclusion be removed from the policy. Please send this certificate to my attention, for UTA can not execute the agreement until an acceptable insurance certificate is submitted.

Licensee's fees include a one-time real estate usage charge of **\$2,779.20**, an upfront flagging fee of **\$688.84**, and special inspection fee of **\$140.44** (these fees are more clearly described in Sections 2.3 and 5.1 of the License Agreement). All fees are payable on or before the date of execution of the agreement. For your convenience, invoice # **666295** is attached listing these fees.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

Before any work can begin there are a few important issues that must be completed.

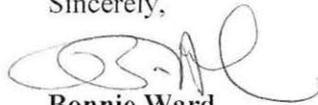
First, we will need to enter into a Contractor Right of Entry Agreement with your contractor. We will need a copy of the contractor's insurance certificate which meets the appropriate UTA insurance requirements. It is **important** that the railroad exclusion be removed from the policy. They will need to detail that this exclusion has been removed on the certificate. Your Contractor will also have to provide UTA with proof of Railroad Protective Liability Insurance. This coverage is detailed out in Exhibit "B". Also, UTA will require a final plan set to be submitted with your contractor's application for Right of Entry.

Safety along the Railroad Right-of-Way is a priority of UTA's. There is a Roadway Workers Safety course that the contractor will be required to take. The details of this class can be found on UTA's website under the Roadway Worker Training tab. All personnel, including surveyors **MUST** be RWP trained.

<http://www.rideuta.com/PropertyManagement>

Thank you for your assistance. If you have any questions, please contact me at (801) 237-1990.

Sincerely,



Bonnie Ward
 Property Administrator
bward@rideuta.com

INVOICE

Remit to:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City UT 84101

Date 8/25/2016
Invoice No. 666295
Account ID 1471596
Agreement 6283

Bluffdale City Corporation
14350 South 2200 West
Bluffdale UT 84065

Your Account with us reflects the following amount due.
For more information contact sbugby@rideuta.com

<u>Invoice Date</u>	<u>Due Date</u>	<u>Ty</u>	<u>Reference</u>	<u>Remarks</u>	<u>Invoice Amount</u>
8/25/2016	8/25/2016	7	666295 001	6283 One-Time RE Usage Fee	2,779.20
8/25/2016	8/25/2016	7	666295 002	6283 Prepaid Flag Fee	688.84
8/25/2016	8/25/2016	7	666295 003	6283 Prepaid Special Insp Fee	140.44
Balance Due					3,608.48

PIPELINE CROSSING AGREEMENT
(Interlocal Municipal Pipeline Form)

UTA Contract # PW/S/6283/P
Mile Post: S20.23
Latitude: 40.476338
Longitude: -111.928523
Bluffdale, Utah

THIS PIPELINE CROSSING AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20__ (to be dated after the final executing signature by UTA), by and between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and City of Bluffdale, a municipality and political subdivision, through their Department of Utilities, with a principal address of 14350 South 2200 West, Bluffdale, Utah 84065 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as the Commuter Rail South (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system; and

WHEREAS, Adjacent to the UTA owned property is railroad corridor owned and operated by the Union Pacific Railroad Company; and

WHEREAS, Licensee intends to install and maintain one (1), thirty-six (36) inch HDPE pipeline with one (1), forty-eight (48) inch steel casing (the "Pipeline") via directional drilling located a minimum of twenty-three (23) feet underneath the lowest point of the surface of the Right of Way which will cross at approximately Mile Post S20.23 (Latitude 40.476338, Longitude - 111.928523) in Bluffdale, Utah; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pipeline.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.2 “Emergency Access Manager” means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is (801) 287-5455. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 “Freight Operator” means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 “Governmental Authority” means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

1.6 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term “Losses” shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs excluded from Licensee’s indemnification obligations and assumed by UTA pursuant to Sections 8.1 and 8.2 of this Agreement.

1.7 “Maintain” and “Maintenance” mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.8 “Master Interlocal Agreement” means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA’s rights of way are situated.

1.9 “Party” and “Parties” mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 “Pipeline” means the one (1), thirty-six (36) inch HDPE pipeline with one (1), forty-eight (48) inch steel casing line to be installed and maintained by Licensee via directional drilling method of installation, pursuant to this Agreement and located a minimum of twenty-three (23) feet underneath the lowest point of the surface of the Right of Way at Mile Post S20.23

(Latitude 40.476338, Longitude -111.928523) on the Commuter Rail South in Bluffdale, Utah. The term "Pipeline" shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Pipeline that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.11 "Third Person" means any individual, corporation or legal entity other than UTA and Licensee.

1.12 "Track Improvements" mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 "UTA System" means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.14 "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.15 "Work Window" means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pipeline within the Right of Way is permissible. UTA may, at any time and at UTA's sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pipeline in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated **October 18, 2016** and approved by UTA dated **October 18, 2016** marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **\$2,779.20** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of

\$688.84 and Special Inspection cost of **\$140.44** (these fees are more clearly described in Section 5.1). p

2.4 This license granted by this Agreement is conditioned on the provision that Licensee shall obtain all necessary permission from and comply with all the requirements of the Union Pacific Railroad Company.

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or the Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE PIPELINE

4.1 All Construction and Maintenance with respect to the Pipeline shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Pipeline shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pipeline shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the Pipeline to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pipeline, Licensee shall not make any material deviation from

the Design Plans without UTA's prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Pipeline shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements. The Pipeline shall maintain a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pipeline, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pipeline "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pipeline. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline. Except to the extent that liability is assumed by UTA as set forth in Sections 8.1 and 8.2 of this Agreement, Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pipeline including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pipeline in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pipeline in compliance with all applicable environmental laws. The Pipeline shall be sleeved. Licensee shall take all suitable precautions to prevent any leakage or other interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for any reason the Construction of the Pipeline causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pipeline, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of the UTA.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pipeline and related appurtenances at the Right of Way boundaries (where the Pipeline enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Pipeline, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pipeline. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pipeline, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the Pipeline are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.11 If Licensee fails to notify UTA a minimum of 10 days before the initial installation of the Pipeline or if Licensee's Contractor fails to obtain a Contractor Agreement, Licensee agrees to pay UTA an additional three thousand dollars (**\$3,000**) as a fee for the initial inspection of the Pipeline, together with any other additional fees incurred by UTA to verify that the Pipeline was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of and materials installed. If the Pipeline was not installed in the approved location, depth, and with the approved materials, as described in the approved plans, Licensee agrees to remove the Pipeline and reinstall it according to the approved plans at Licensee's sole cost and expense.

ARTICLE V CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is \$688.84/day for an eight (8)-hour day and \$921.83/day for a twelve (12)-hour day. Flagging is charged in blocks, with a minimum billing of an eight (8)-hour period. The current cost for a special inspector is \$70.22/hour with a two (2)-hour minimum charge per inspection/inspector. UTA has determined that one (1), eight (8)-hour day for Flagging and one (1), two (2)-hour day for a Special Inspection will be needed for the construction of this Pipeline. Licensee will pre-pay **\$829.28** for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pipeline extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within 30 days of the date of completion of the Pipeline. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within thirty (30) days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI LICENSEE TO BEAR ALL COSTS RELATED TO PIPELINE

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.2 and Article 8 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pipeline.

ARTICLE VII SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PIPELINE

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pipeline is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within sixty (60) days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pipeline as UTA may reasonably designate. To the extent that the modification or relocation of the Pipeline is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pipeline is necessitated because the Pipeline is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pipeline, then Licensee shall be responsible for the costs of such relocation. All the terms, conditions and stipulations herein expressed with reference to the Pipeline in the location described herein shall, so far as the Pipeline remains on UTA property, apply to the Pipeline as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees"), from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pipeline; (b) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pipeline; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pipeline exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs

related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pipeline, and for all labor performed with respect to the Pipeline. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pipeline to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pipeline or any improvements, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pipeline in an active and substantial way for any continuous period of 1 year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of thirty (30) days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such thirty (30)-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pipeline from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also

provide to UTA a Certificate of Insurance, identifying UTA Contract Number PW/S/6283/P, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

“Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Pipeline Crossing Agreement PW/S/6283/P in the railroad right of way known as the Commuter Rail South at approximately Mile Post S 20.23 in Bluffdale, Salt Lake County, Utah”

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate the license granted hereby immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit “B” shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit “B”, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

ARTICLE XII REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee’s sole cost and expense, remove the Pipeline from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within thirty (30) days after receipt of the bill therefore. In the event UTA removes the Pipeline pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA’s written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

**ARTICLE XIV
SUCCESSORS AND ASSIGNS**

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their officers, employees, representatives, successors and assigns.

**ARTICLE XV
SEVERABILITY**

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

**ARTICLE XVI
NOTICES**

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
P.O. Box 30810
Salt Lake City, UT 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to Licensee:

City of Bluffdale
Attn: Mark Reid, City Manager
14350 South 2200 West
Bluffdale, Utah 84065

**ARTICLE XVII
NO IMPLIED WAIVER**

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

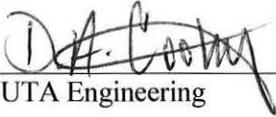
This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA



UTA Engineering

UTA Legal

UTAH TRANSIT AUTHORITY

By: _____
Paul Edwards
Senior Program Manager

By: _____
Mailia Lauto'o
Manager, Property Administration

By: _____
Bonnie Ward
Property Administrator

LICENSEE

By: _____
Mark Reid, City Manager
City of Bluffdale

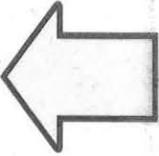


EXHIBIT "A"
DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and mile post location]

EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pipeline is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
 - a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least 30 days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)**

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
P.O. Box 30810
Salt Lake City, UT 84130-0810

Or hand deliver to 669 West 200 South Salt Lake City, UT 84101

EXHIBIT "C"
SPECIAL PROVISIONS

1. A UTA Engineer **MUST** be present at all times during all boring in the UTA Right of Way. To coordinate and schedule for an engineer, please contact Dane Cooley at dcooley@rideuta.com or (801)834-8042.
2. Licensee or Licensee's contractor must first obtain a FrontRunner Track Access Permit from UTA before any access will be allowed on UTA property. The contact person for obtaining a FrontRunner Track Access Permit is Jason Sisson at (801) 381-9541, or such other contact as shall be identified on UTA's website location noted below.

A copy of the permit that will need to be filled out and submitted can be found on UTA's website, under the Track Access Permit tab.

<http://www.rideuta.com/PropertyManagement>

Note: Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training.

3. All contractors, invitees, and their employees that perform work, entry inspection and/or service on or near the rail right of way that is owned, leased or operated by UTA, or have the potential of fouling UTA's rail right of way s required to obtain UTA's Roadway Worker Protection and Railway Safety Training (RWP). Classes are held on the 1st and 3rd Wednesday of every month at 7:00 a.m. The classes are held at UTA's Frontlines Head Quarters located at 669 West 200 South Salt Lake City, UT 84101 in the Promontory Summit conference room. If you have any questions please contact Max Hanna at mhanna@rideuta.com or 801-703-0229.

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2016-

A RESOLUTION AUTHORIZING EXECUTION OF A PIPELINE CROSSING AGREEMENT BETWEEN THE UTAH TRANSIT AUTHORITY AND THE CITY OF BLUFFDALE.

WHEREAS the City of Bluffdale (“City”) owns and operates a storm water drainage system (“System”);

WHEREAS the Utah Transit Authority (“UTA”) owns and operates a commuter rail system;

WHEREAS a proposed storm drain line will be an integral part of the City’s System and is proposed to cross UTA’s rail corridor; and

WHEREAS the City Council finds that entering into the attached agreement will further the public health, safety, and general welfare;

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

Section 1. Authorization to Execute Cooperative Agreement. The City Council hereby authorizes the City Manager to execute a Pipeline Crossing Agreement with the Utah Transit Authority in the form attached hereto.

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

PASSED AND APPROVED: December 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	_____	_____

Agenda Item 10



THE CITY OF BLUFFDALE

14350 South 2200 West • Bluffdale, Utah 84065 • (801) 254-2200 • Fax (801) 253-3270

MEMORANDUM

TO: Mayor and City Council
FROM: Caitlyn Miller, Associate Planner
DATE: 9 December 2016
SUBJECT: Discussion of Bluffdale City Noticing Standards

In response to questions and concerns raised about Bluffdale City's noticing standards at the October 12, 2016 City Council meeting Staff has researched noticing requirements set by Utah state law along with practices of Bluffdale City and its neighboring municipalities. Staff has prepared this memorandum to serve as a platform of general information and to help facilitate a discussion of Bluffdale City's noticing standards at the City Council Meeting on December 14, 2016.

State law lists a variety of noticing methods. Each land use application has a prescribed method, or combination of methods, stating the minimum requirements of public notice to be given. During the October 12, 2016 City Council Meeting Bluffdale City's third party noticing practices were mentioned as a point of particular interest, so a large portion of this memorandum has been devoted to their discussion. Staff has also noted areas in which Bluffdale's noticing policies have surpassed requirements set by the State Code. For an illustrative list of the noticing methods prescribed by the State Code please see Research Appendix I Table 1.

In researching noticing requirements at the municipal level, Staff examined municipal codes of Bluffdale City, Herriman City, Riverton City, Draper City, and Lehi City. State law requires municipalities to mail out third party notices for all applications to amend a zone map, amend a subdivision plat, and to vacate a public street, right of way, or easement. An amendment to a land use ordinance does not commonly require a third party notice; in fact, when the ordinance amendment applies to a specific property the property owner instead receives an affected entity notice. All five cities Staff studied adhered to the State's requirements in providing third party noticing for the previously listed land use applications. Aside from the three applications previously listed, third party notice is not required for any other land use applications by the State Code. The five cities had less uniform practices when it came to preliminary subdivision plats, conditional uses, and variances. A table depicting when third party noticing is required by the State Code and each of the five municipalities may be found in Research Appendix I, Table 2.

Bluffdale City's noticing standards surpass requirements set by the State Code. Bluffdale City Code currently requires a third party notice for zone map amendments, subdivision plat amendments, conditional uses, variances, and vacation of a public streets, easements, and rights of way. Out of the five municipalities, only Herriman City required third party noticing for a preliminary subdivision plat. Aside from Lehi City, Bluffdale is the only municipality to require a third party notice for a conditional use permit application. It is also the only municipality to require a third party notice for a variance. Conditional use permits and variances are administrative decisions and carry their own criteria for approval. During the October 12, 2016 City Council Meeting the Mayor, Council, and Staff discussed the unintended negative effects of providing a third party notice in administrative matters such as these in that members of the public believe that their input can alter an administrative decision that must be approved if it meets the adopted land use ordinances.

The State Code allows municipalities to set their own third party noticing distances: Bluffdale City has set their distance at 1,000 feet, Herriman City and Lehi City have a set distance of 300 feet, Draper City's distance is set at 400 feet, and Riverton City's distance depends on the type of land use application (300 feet for a site plan, 600 feet for a monopole cellular tower, and 1,000 feet for a zone change). Of the five cities, Bluffdale has the largest third party noticing distance by far.

Third party noticing is not the only area in which Bluffdale City is surpassing the State Code's requirements. For all public hearings and public meetings the State Code holds that a municipality, among other noticing methods, must either post a notice of the hearing or meeting at three public locations within the city limits or on the city's official website. Staff found each municipal code of Bluffdale City, Herriman City, Riverton City, Draper City, and Lehi City all require notices to be posted in three locations, however, Staff discovered all five cities also posted the notice on each respective city's official website. Each of the five cities are currently exceeding this particular noticing requirement set by the State Code. Should Bluffdale City decide to post notices only in three public locations or only on its website it would still satisfy the State's requirement.

Possible points of discussion for City Council:

- Should third party notice be required by Bluffdale City Code for any land use applications (e.g. conditional use permits, variances, etc.) in addition to those specified by the State Code?
- Should Bluffdale City's third party noticing distance remain the same? Should it be decreased? Should it be increased?
- For notices of public hearings and meetings, should Bluffdale City post notices per State Code at three public locations within the city, on its official website, or continue to do both?
- Should further distinctions be made between administrative and legislative decisions (i.e. review and possible amendments of land use and/or appeal authorities)?

Research Appendix I

Table 1. Public Notice requirements by State Code and municipality

Public Notice Requirements	State Code				Bluffdale City	Herriman City	Riverton City	Draper City	Lehi City
Applicant Notice for each Land Use Application	10-9a-202	notify the applicant of the date, time, and place of each public hearing and public meeting to consider the application	provide to each applicant a copy of each staff report at least three business days before the public hearing or public meeting	notify the applicant of any final action on a pending application	State Code Compliance	State Code Compliance	State Code Compliance	State Code Compliance	State Code Compliance
General Plan or Amendments for Public Hearings or Public Meetings	10-9a-203 10-9a-204	10 calendar day notice of its intent to prepare a proposed general plan or a comprehensive general plan amendment	<p>Hearings – 10 day</p> <ul style="list-style-type: none"> To each affected entity; To the Automated Geographic Reference Center; To the association of governments; Published in a newspaper of general circulation; Published on the Utah Public Notice Website Mailed to each affected entity <u>Posted</u>: in at least three public locations within the municipality; OR <u>on the municipality’s official website</u> <p>Meetings – 24 hours</p> <ul style="list-style-type: none"> Published in a newspaper of general circulation Published on the Utah Public Notice Website <u>Posted</u>: in at least three public locations within the municipality; OR <u>on the municipality’s official website</u> 		State Code Compliance	State Code Compliance	State Code Compliance	State Code Compliance	State Code Compliance
Third Party Notice	10-9a-206	Mail notice to the record owner of each parcel within the parameters specified by the municipal ordinance OR post notice on the property with a sign of sufficient size			Mail notices to all property owners within 1,000 feet	Mail notices to property owners within 300 feet	Depends on LU Application <ul style="list-style-type: none"> 300 feet site plan 600 feet monopole 1,000 feet zone change 	<ul style="list-style-type: none"> Mail notices to all property owners within 400 feet Post a public notice sign on subject property 	“Courtesy Notice” mailed to all property owners within 300 feet of the subject property
Land Use Ordinance or Zoning Map Amendment	10-9a-205	10 calendar day notice of the date, time, and place of the first public hearing	<ul style="list-style-type: none"> Published in a newspaper of general circulation Mailed to each affected entity Published on the Utah Public Notice Website <u>Posted</u>: in at least three public locations within the municipality; OR <u>on the municipality’s official website</u> Mailed to each property owner whose land is directly affected by the land use ordinance change; and each adjacent property owner within the parameters specified by municipal ordinance 	<ul style="list-style-type: none"> Mail, email, or fax to affected entities Post in three public locations Publish in newspaper Publish on Utah Public Notice Website Mail notices to applicant and property owners within 1,000 feet for map 	<ul style="list-style-type: none"> State Code Compliance Post a sign giving notice on the subject property 	<ul style="list-style-type: none"> Publish in newspaper Post a sign on the subject property Mail a notice to all property owners within 1,000 feet. 	<p>Hearing – 10 days</p> <ul style="list-style-type: none"> Mailed to each affected entity Posted in three public locations OR on the official website Published in a newspaper of general circulation OR mailed to all 	State Code Compliance	

				amendments			property owners within 400 feet	
Preliminary Subdivision Plat	10-9a-603	No requirement		<ul style="list-style-type: none"> Public hearing with PC Notice 1,000 feet Mail, email, or fax to affected entities Publish on Utah Public Notice Website 	<ul style="list-style-type: none"> Public hearing with PC 	Meeting - Mail to all property owners within 300 feet of the subject property	<ul style="list-style-type: none"> Published on the Utah Public Notice Website Meeting – 24 hours Three public locations or on the official website 	
Final Subdivision Plat	10-9a-603	No requirement	Meeting notice	Meeting Notice			<ul style="list-style-type: none"> Mail to all property owners within 400 feet Post a sign on the subject property Mail notice to each affected entity 	State Code Compliance (7 day notice)
Subdivision Plat Amendment	10-9a-207	10 calendar day notice of public meeting	mailed to the record owner of each parcel within specified parameters OR posted on the property	<ul style="list-style-type: none"> Public hearing with PC Notice 1,000 feet Mail, email, or fax to affected entities Publish on Utah Public Notice Website 	<ul style="list-style-type: none"> Public hearing with Planning Commission Notice 300 feet Mailed to affected entities Published on Utah Public Notice Website 	<ul style="list-style-type: none"> Public hearing with Planning Commission State Code Compliance 	<ul style="list-style-type: none"> Mailed to each affected entity Notice sign posted on subject property Mailed to all property owners within 400 feet 	State Code Compliance
Vacate a public street, right of way, easement	10-9a-208	10 calendar day notice of public hearing	<ul style="list-style-type: none"> Mailed to the record owner of each parcel that is accessed by the public street Mailed to each affected entity Posted on or near the street Published in a newspaper of general circulation Published on the Utah Public Notice Website 	<ul style="list-style-type: none"> Public hearing with PC Notice 1,000 feet Mail, email, or fax to affected entities Publish on Utah Public Notice Website 	<ul style="list-style-type: none"> Mailed to each owner within 300 feet of the subject property State Code Compliance 	<ul style="list-style-type: none"> Public hearing with City Council State Code Compliance 	<ul style="list-style-type: none"> Mailed to each affected entity Published in a newspaper once a week for four consecutive weeks Published on Utah Public Notice Website Other reqs. per Utah Code Sections 10-9a-208, 10-9a-608, and 10-9a-609 	State Code Compliance

Conditional Uses	10-9a-507	No requirement	Meeting notice	<ul style="list-style-type: none"> Public hearing with PC Notice 1,000 feet Mail, email, or fax to affected entities 	<ul style="list-style-type: none"> Com Dev director reviews application, gives recommendation to PC, PC determines if a meeting is needed Meeting (if needed) <ul style="list-style-type: none"> Mail to all property owners within 300 feet (7 days prior) Director posts agenda (24 hrs prior) 	Planning Commission may approve or deny the CUP without a public hearing. If a public hearing is held its noticing meets State Code "meeting" requirements.	Hearing – 10 days <ul style="list-style-type: none"> 	State Code Compliance
Variances	10-9a-702	No requirement	Meeting notice	<ul style="list-style-type: none"> Public Hearing with Board of Adjustment Notice 1,000 feet Mail, email or fax to affected entities 	No requirements listed	Public hearing with Board of Adjustment, notice published per Utah Open Public Meetings Act	Hearing – 10 days <ul style="list-style-type: none"> 	State Code Compliance
Notice Challenge	10-9a-209	Notice challenge - If notice given under authority of this part is not challenged under Section 10-9a-801 within 30 days after the meeting or action for which notice is given, the notice is considered adequate and proper.						
Public Notice of meetings	52-4-202	A public body shall not give less than 24 hours public notice of each meeting including: 1) Agenda, date, time and place 2) Posting written notice and on the Utah Public Website 3) Notice at least one newspaper of general circulation						

Table 2. When is third party noticing required?

	State Code	Bluffdale City	Herriman City	Riverton City	Draper City	Lehi City
General Plan or Amendments	NO	NO	NO	NO	NO	YES
Land Use Ordinance	NO	NO	NO	NO	NO	NO
Zone Map Amendment	YES	YES	YES	YES	YES	YES
Preliminary Subdivision Plat	NO	YES	NO	YES	YES	YES
Final Subdivision Plat	NO	NO	NO	NO	NO	NO
Subdivision Plat Amendment	YES	YES	YES	YES	YES	YES
Vacate a public street, right of way, or easement	YES	YES	YES	YES	YES	YES
Conditional Uses	NO	YES	NO	NO	NO	YES
Variances	NO	YES	NO	NO	NO	NO
Development Agreements	NO	NO	-	-	-	-

*If a land use ordinance is associated with a particular property it is no longer a third party notice, it is an affected entity notice.

Table 3. Third party mail noticing distances by municipality.

Bluffdale City	Herriman City	Riverton City	Draper City	Lehi City
1,000 feet	300 feet	varies	400 feet	300 feet

Application		Bluffdale City	Herriman City	Draper City	Riverton City	Lehi City
General Plan/Amendment	Land Use Authority	City Council	City Council	City Council	City Council	City Council
	Appeal Authority	District Court	District Court	District Court	District Court	District Court
Land Use Ordinance/Zone Map Amendment	Land Use Authority	City Council	City Council	City Council	City Council	City Council
	Appeal Authority	District Court	District Court	District Court	District Court	District Court
Conditional uses	Land Use Authority	Planning Commission	Planning Commission (may delegate approval authority to Com Dev Director)	Planning Commission	Planning Commission	Planning Commission
	Appeal Authority	City Council	Planning Commission (if appealing Com Dev Director's decision) or Appeal Authority (if appealing PC's decision)	City Council	Board of Adjustment	Board of Adjustment
Variances	Land Use Authority	Board of Adjustment	Board of Adjustment	Hearing Officer	Board of Adjustment	Board of Adjustment
	Appeal Authority	District Court	District Court	District Court	District Court	District Court
Preliminary Subdivision Plat	Land Use Authority	City Council	Planning Commission	City Council	Planning Commission	City Council
	Appeal Authority	District Court	Board of Adjustment	District Court	Board of Adjustment	District Court
Final Subdivision Plat	Land Use Authority	City Council	Planning Commission	City Council	Planning Commission	City Council
	Appeal Authority	District Court	Board of Adjustment	District Court	Board of Adjustment	District Court
Minor Site/Concept Plan	Land Use Authority	Admin/Staff	Planning Commission	Admin/Staff (minor subdv)	Planning Commission	Zoning Admin and Public Works Director
	Appeal Authority	City Council	Board of Adjustment	City Council	Board of Adjustment	Board of Adjustment
Major Site/Concept Plan	Land Use Authority	City Council	Planning Commission	Zoning Admin	Planning Commission	Planning Commission
	Appeal Authority	District Court	Board of Adjustment	Planning Commission	Board of Adjustment	Board of Adjustment
Lot Line Adjustment	Land Use Authority	Com Dev Director	Com Dev Director	CD Director/Zoning Admin	Zoning Admin	Zoning Admin
	Appeal Authority	City Council	Planning Commission	City Council	Board of Adjustment	Board of Adjustment
Plat Amendment	Land Use Authority	City Council	Planning Commission	Planning Commission	Planning Commission	City Council
	Appeal Authority	District Court	Board of Adjustment	City Council	Board of Adjustment	District Court
Vacation of a public street, right of way, or easement	Land Use Authority	City Council	Planning Commission	City Council	City Council	City Council
	Appeal Authority	District Court	Board of Adjustment	District Court	District Court	District Court
Zoning Interpretations	Land Use Authority	Zoning Administrator	Zoning Administrator	Zoning Admin	Zoning Admin	Zoning Admin
	Appeal Authority	Board of Adjustment	Planning Commission	City Council	Board of Adjustment	Board of Adjustment



Figures 1 and 2. Examples of 1,000 foot third party notice maps.



Agenda Item 11



THE CITY OF BLUFFDALE

14350 South 2200 West • Bluffdale, Utah 84065 • (801) 254-2200 • Fax (801) 253-3270

MEMORANDUM

TO: Mayor and City Council
FROM: Jennifer Robison – Senior Planner
DATE: 8 December 2016
SUBJECT: Vintage Park Concept Plan and Public Open House Responses

Planning Staff and Think Architecture conducted a public open house regarding the Concept Plan for the Vintage Park on November 15, 2016 as requested by the Mayor and Council. An invitation was prepared and mailed to 497 residents within the vicinity of the proposed park. The notice was also posted on the City website, City Facebook page and other social media outlets.

Staff has prepared a presentation to outline the planning process of the park and provide the responses received from the open house. I have also included the data sheets to support the information with individual citizen comments for the Council to review.

We look forward to the discussion and responding to any questions next week.



Vintage Park

You are invited to attend a

Public Open House

Tuesday, November 15, 2016

at the City of Bluffdale Fire Station

14350 South 2200 West

6:00—8:00 PM

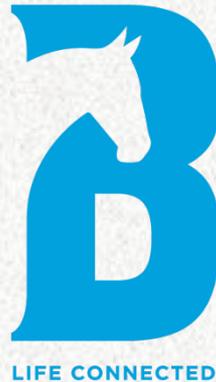
The City owns 5.61 acres located at 14178 South Loumis Parkway (1300 West) which has been planned for a City park for many years. City Officials and Staff are excited to share information and receive your comments regarding future plans for the park.

If you are unable to attend, you are welcome to send comments to Jennifer Robison, Senior Planner at 801-858-0504 or jrobison@bluffdale.com.



Possible Amenities:

- Playground
- Splash Pad
- Pickleball
- Tennis
- Pavilion
- Multi-purpose field
- Trails
- Restrooms



Vision Statement

*“Bluffdale envisions an inter**connected** community with a park, trail and open space system that contributes to the City’s small town character and that provides for and enhances a variety of recreation opportunities.”*

This vision provides the foundation for the goals, objectives, recommendations and guidelines within the Plan.

TOP 5 AMENITIES MOST IMPORTANT TO RESIDENTS

1.	Walking and Biking Trails	47%
2.	Playgrounds	41%
3.	Swimming	32%
4.	Splash Pad	26%
5.	Trails along the River	25%
6.	Picnic Shelters/Pavilions	23%
7.	Rodeo Grounds	19%
8.	Nature Trails	18%
9.	Outdoor Tennis Courts	12%
10.	Equestrian Trails	12%

Source: Bluffdale Parks, Trails, Recreation & Open Space Master Plan – Adopted October 2015 – Survey Results

Park Amenities Inventory

Park Name	Classification	Playground (toddler)	Playground (large)	Swing Set	Pavilion	Picnic Tables	Benches	Restroom	Pathways - Trail	Parking	Sports Fields	Basketball	Pickleball	Tennis	Volleyball	Splash Pad	Skate Park	Pump Track	Swimming Pool
Bluffdale City Main Park - CH & FS	Community Park		x	x	2	16	10	x	x	x	x	x							
Bluffdale Heights Park 1	Pocket Park		x		1	4			x										
Bluffdale Heights Park 2	Pocket Park																		
Independence Main Park	Community Park	x	x	x	x	x	x	x	x	x						x			
Independence Detention Pond (E/N Noell Nelson)	Pocket Park										x								
Marketplace Park	Pocket Park		x		1	2	2		x	x									
Mount Jordan Park - IND (D5)	Neighborhood Park		x	x	2	4		x	x	x		x							
Palisades Park - Detention Pond	Open Space								x										
Parry Farms - Baseball Fields	Neighborhood Park					3		x		x	x								
Parry Farms - Detention Pond	Neighborhood Park																		
Parry Farms - Park	Neighborhood Park	x			x	x		x		x			x						
Phillip Gates Memorial Park	Neighborhood Park		x	x	x	9	2	x	x	x									
Plat K - Detention Pond IND	Pocket Park																		
Pocket Park 1 - IND East	Pocket Park	x							x										
Pocket Park 2 - IND West	Pocket Park								x										
Ponderosa Park	Pocket Park																		
Rodeo Arena	Specialty Facility									x									
Ten Sleep Circle Park	Pocket Park	x							x										
Vintage Park	Neighborhood Park		x	x	x	x	x	x	x	x	x		x	x		x			
Westgate Park	Neighborhood Park																		

FUTURE Parks

Source: Bluffdale Parks, Trails, Recreation & Open Space Master Plan – Adopted October 2015

Vintage Park Concept Plan



Playground Options



Themed Play Structure



Post & Cable Climbing Structure



Play Cubes



Post & Platform



Concrete Rock Climbers



Post & Platform Play Structure



Rope Climber

Playground Options



Electronic Play Element



Rope Spinner



Supernova Spinner



Splash Pad with above ground spray elements



Pavilion with wood beam structure



Splash Pad with above ground spray elements & ground spray



Pavilion with steel structure



Splash Pad Ground spray only



Pavilion with steel structure & brick/stone base



BLUFFDALE



Vintage Park



BLUFFDALE

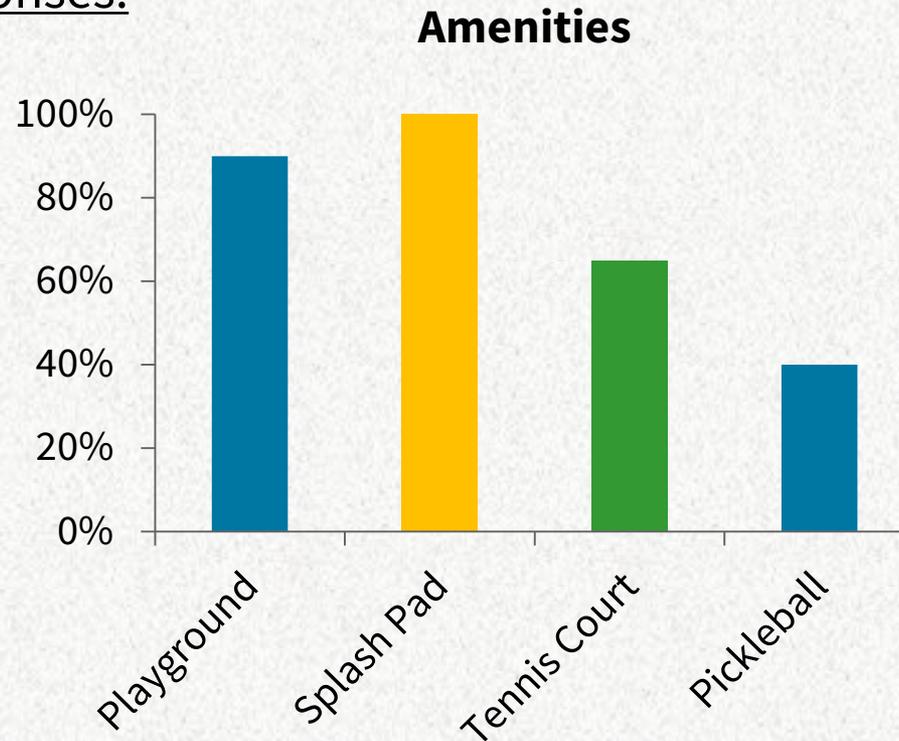


Vintage Park

Vintage Park Open House Responses

- 20 Individual Responses:

What would
you like to
see in
Vintage Park?

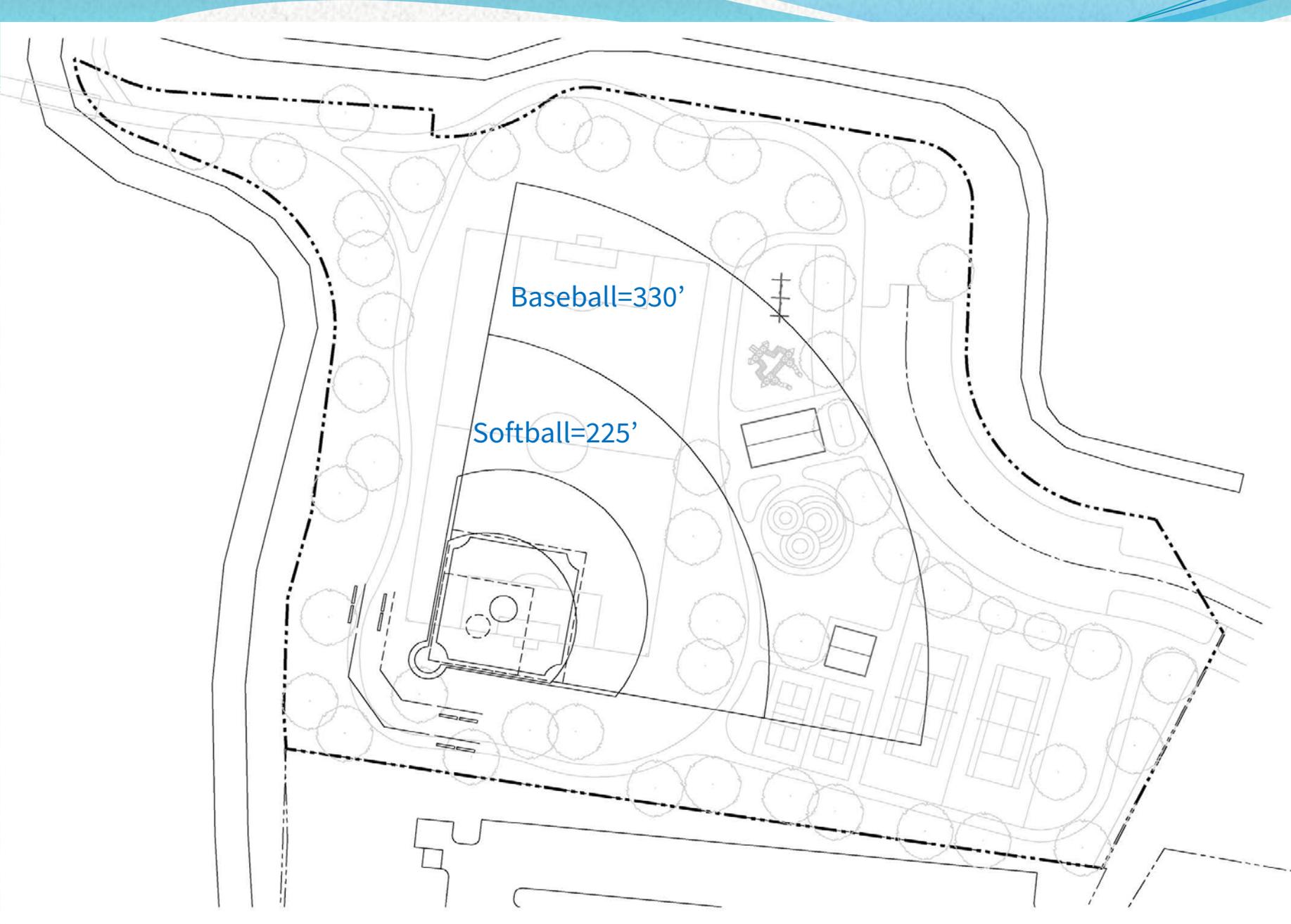


Other Comments:

- Additional pavilions, for both young and older children, sand volleyball, baseball, splash pad with river, safe crossing on Loumis Parkway to park and dog park.

Next Steps:

- Kevin working to create a professional survey of the site
- Staff to work with designers to revise amenities based on the City Council direction and public desires – add pavilion, etc.
- Potential baseball layout
- Provide a detailed budget for the project for mid-year budget process
- 2017 construction cycle – Open Spring 2018
- ARE WE ON THE RIGHT PATH?



Baseball=330'

Softball=225'

Vintage Park Open House
Public Comments - November 15, 2016

Responses	Play ground	Splash Pad	Tennis Court	Pickleball Court	Other	Comments:
Connie Robbins	1	1	1		Baseball/Softball	some good concepts - need activities for older kids
No Name	1	1			Spider Web	With trail connection this will be a great gathering place
Darin Oberg	1	1	1	1	Additonal Pavilion	I like the design, an added pavilion would be nice for multiple paries to plan and enjoy.
Angie Miasnik	1	1	1	1		Post & Platform playground
Wanda & John Copier	1	1	1	1		2nd Pavilion - sand volleyball instead of tennis
Chris Miasnik		1			Swimming pool	Additional pavilion - need crosswalks and stop signs on Loumis Pkwy
Christy Olsen	1	1		1		This is so exciting! Thank you. Because of the numbers of small children in our Sage Estates neighborhood we would love to see a splashpad and playground especially.
Danielle Peterson	1	1	1	1		Post & Platform playground, concrete rock climbers, splash pad with above ground and in ground spray, 2 pavilions, turf field
Staci Chavez	1	1	1	1		I think the playground should appeal to young and older children. I like the idea of a larger covered pavilion wih some smaller picnic tables throughout the park.
Christopher Graham	1	1	1			Looking forward to a park, was part of the reason of moving into the area. It's been frustrating waiting on this after seeing a vision of this back in 2014 at a Springview Farms HOA meeting. Glad to see it progressing. Best of luck going forward.
William Alder	1	1	1		Pavilion	I prefer Post & Platform playgrounds. Also a post and stone pavilion.
Ben Haroldsen		1				Large splash pad w/river, covered post and platform playground with swings.
Elisha Haroldsen	1	1	1	1		Would like 2 pavilions, would like the playground next to splash pad, would like spider web, post and platform, splash pad with river, the spider spinner.
Braxton Haroldsen	1	1	1	1		Spider web, post and platform, splash pad with river, teeter toter, log steps.

Mara Sorenson	1	1	1			Swings, lights, splash pad with above ground elements, rope spinner, post and platform play structure. NO play cubes, concrete rock climbers...they look fun but they're not used much.
Clint Lantz	1	1	1			The Sage Estates is filled with families both new and established and I think the park will be utilized. My concern is that a single pavilion might not accommodate park visitors. A second pavilion could bring more visitors to spend their days away at the park. I'm very excited for this venture. Thanks for thinking of our part of the community.
Chelsea Lantz	1	1	1			I like the proposed layout on the concept plan. We are very excited. I would like to see an additional pavilion. I would also like to see designated crosswalks for safe crossing on Loumis or speed humps to slow traffic by the park. Post and Platform playground and ground and above ground splash pad.
Kara Allen	1	1			Basketball/Soccer	I love the post and cable structure. Anything you can climb on is awesome for older kids. I also think it's important for something for younger kids, so post and platform. It's also nice to remember children with disabilities.
Scott Pavlakis	1	1			Baseball/1 practice field	Need baseball fields in Bluffdale bad. With all the new kids coming we need our own fields and not keep using other city fields.
Connie Pavlakis	1	1			Baseball fields	There is a huge need for baseball/softball fields - even practice size. There are no fields for practice use. The 2 fields in Parry are booked out as soon as they open for reservations. 1 of those fields is used strictly for Summit HS softball, so that reduces us to 1 field. The "possibilities" for future areas is still pipe dreams and private plans.
	18	20	13	8		

EMAILED COMMENTS

Brandon Patrick
Michelle Dalby

Sand volleyball
Dog park

From: [Brandon Patrick](#)
To: [Jennifer Robison](#)
Subject: New Park Plans
Date: Monday, November 14, 2016 9:36:44 PM

Jennifer,

I will not be able to make it tomorrow, but I did have a chance to look at the general plans that you posted on the Sage Estates Facebook page. I think everything looks great. If there is any way to get a sand volleyball court in the design that would be even better. There are not many sand volleyball courts available in south salt lake county. I know of a lot of people in Bluffdale that would love this.

Thanks for sharing this on the Sage Estates page.

Brandon Patrick

Sent from my iPhone

From: [Michelle Dalby](#)
To: [Jennifer Robison](#)
Subject: Re: Vintage Park Amenity Suggestion
Date: Tuesday, November 08, 2016 1:44:25 PM
Attachments: [image003.png](#)

Hi Jennifer,

Thanks for responding,

I received a notice in the mail for the open house.

Have a good day!

From: Jennifer Robison <jrobison@bluffdale.com>
Sent: Tuesday, November 8, 2016 1:04 PM
To: Michelle Dalby
Subject: RE: Vintage Park Amenity Suggestion

Thank you so much for your comments Michelle. Dog parks are a growing desire in many communities. We will include your responses with others received and will forward them to the City Council.

We appreciate you taking time to respond. We are taking an informal poll...did you receive a notice in the mail or receive information about the park from another source?

Thanks again for being involved. Your comments are important to us and the public process.

Have a great rest of the day!

Jennifer

Jennifer Robison
Senior Planner



801-858-0504

From: Michelle Dalby [<mailto:md2travel@hotmail.com>]
Sent: Tuesday, November 08, 2016 10:06 AM
To: Jennifer Robison
Subject: Vintage Park Amenity Suggestion

Hi Jennifer,

As Bluffdale continues to grow and not all families have a big yard as more and more condos and apartments go in, might I suggest a dog park as part of the amenities to be considered for the upcoming Vintage Park?

Bluffdale is such a welcoming location, it would be great not to have to go to the Sandy or West Jordan Animal Park to let our dogs play, interact and socialize. Maybe with some shade trees and benches for the humans and water for the dogs.

It might even work by tying in some nature trails and have the nature trails be able to accommodate dogs. That is good exercise and bonding for everyone and we all know that a well exercised, more socialized and educated animal leads to less conflict, more enjoyment and fulfillment for all. It might even lead to more animals being adopted if they have a great place to take the dogs, which would help the Humane Society and community be a well rounded and family oriented community.

There are a lot of families that own dogs in the area and I find that dog owners take great care in cleaning up after their dogs and feel frustrated that there are not more places to go in the valley what with the majority of the mountains being water sheds.

Bluffdale has several parks but none with doggie play areas. Sad.

Thank you for your time and consideration.

Sincerely,
Michelle Dalby
Vintage On The Bluffs Townhouse

728 people reached

Boost Post

Like

Comment

Share



Erin Conover Houchin, Gary Olsen and 3 others

Chronological



Connie Robbins Why are pickleball courts planned for this park when there are multiple pickleball courts at the new county park on 2700 West. The tennis courts were removed to add more pickleball courts. Why is a splash pad in this park. There is a splash pad in the county park also. More baseball fields are needed in this growing city.

Like · Reply · Message · November 8 at 2:11pm



Bluffdale City, Utah The purpose of the open house is to get public input. There is nothing set in stone.

Like · Reply · Commented on by Derk Timothy [?] · November 8 at 2:27pm



Connie Robbins We went through this process with the county and it did not matter what the citizen input was. The county did what the county parks planners wanted and that they "knew best". I hope our city planners will seriously consider the needs of the city. Have the city planners not looked at what is already in our local county park and plan for other activities? It does not look like it from the above flyer.

Like · Reply · Message · November 9 at 11:51am



Write a reply...

