



**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, January 11, 2017**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, January 11, 2017 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 Craig Rasmussen 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 December 14, 2016 meeting minutes.
 - 4.2 Preliminary Acceptance of Independence H-1 (concrete roundabout), beginning the warranty period.
5. **PUBLIC HEARING** – Discussion relating to the adoption of the Impact Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA) for Parks & Recreation, Storm Drainage, Culinary Water, Secondary Water, Public Safety, and Transportation, staff presenter, Brent Ventura.
6. **PUBLIC HEARING** – Consideration and vote on a proposed amendment to Title 11-9C-8 of the Bluffdale City Land Use Code regarding increased height allowance for hotels in the Heavy Commercial Zone, Gary Willey, Applicant, staff presenter, Grant Crowell.
7. Consideration and vote on a resolution authorizing execution of an Interlocal Cooperation Agreement with Salt Lake County regarding the Salt Lake County Urban Wildlife Assistance Program, staff presenter, Grant Crowell.
8. Consideration and vote on a resolution designating the appointment of a Mayor Pro Tempore for 2017, Mayor Derk Timothy.
9. Training on Open and Public Meeting Laws, staff presenter, Vaughn Pickell. **(LBA and RDA Open and Public Meeting Laws Training held in conjunction)**

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call
2. Training on Open and Public Meeting Laws, staff presenter, Vaughn Pickell. **(LBA Training held in conjunction with the Open and Public Meeting Laws Training)**
3. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. Training on Open and Public Meeting Laws, staff presenter, Vaughn Pickell. **(RDA Training held in conjunction with the Open and Public Meeting Laws Training)**
3. Adjournment

CONTINUATION OF BUSINESS MEETING

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

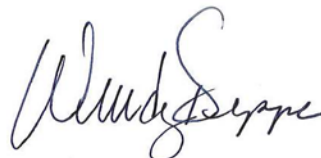
PLANNING SESSION

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. 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).
13. Adjournment

Dated this 6th day of January, 2017

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



*****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

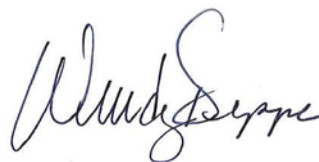
PLANNING SESSION

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**

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DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson
3 Ty Nielsen
4 Boyd Preece
5 Justin Westwood
6 James Wingate
7
8 **Staff:** Mark Reid, City Manager
9 Vaughn Pickell, City Attorney
10 Grant Crowell, City Planner/Economic Development Director
11 Michael Fazio, City Engineer
12 Bruce Kartchner, Finance Director
13 Jennifer Robison, Senior City Planner
14 Blain Dietrich, Public Works Operations Manager (arrived at 6:38 p.m.)
15 Caitlyn Miller, Associate City Planner
16 Newlyn Green, Streets Superintendent
17 Wendy Deppe, City Recorder
18
19 **Others:** Dave Tolman, Aclaime at Independence
20 Steve McCutchan, Aclaime at Independence
21 Bob Elder, Ensign Engineering
22 Johnny Loumis, Jr., Planning Commission Member
23

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

25
26 **1. Roll Call, Invocation, Pledge of Allegiance.**

27
28 All Members of the City Council were present.

29
30 City Manager, Mark Reid, offered the invocation.

31
32 Ty Nielsen led the Pledge of Allegiance.

33
34 **2. PRESENTATION – Recognition of Newlyn Green for His Years of Service to the**
35 **City of Bluffdale.**

36
37 Mayor Timothy reported that Newlyn Green has worked for the City since 2006 and is very
38 knowledgeable about all of Bluffdale’s systems. He has been an asset to the City. Mr. Green was
39 presented with a plaque as token of appreciation. The Mayor wished him the best in his future
40 endeavors. Mr. Green thanked the Council for the years he has served Bluffdale.

41

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 **3. PUBLIC FORUM.**
2

3 There were no members of the public wishing to address the Council.
4

5 **4. CONSENT AGENDA.**
6

7 **4.1 Approval of the November 16, 2015 Meeting Minutes.**
8

9 The above item was removed from the consent agenda.
10

11 Corrections were made to the minutes.
12

13 **James Wingate moved to approve consent agenda item 4.1, as corrected. Ty Nielsen**
14 **seconded the motion. The motion passed with the unanimous consent of the Council.**
15

16 **4.2 Acceptance of Beacon Hill Apartments, Ending the Warranty Period.**
17

18 **4.3 Acceptance of Independence at the Point Plats D-3, E, and E-4 (retaining wall),**
19 **Ending the Warranty Period.**
20

21 **4.4 Preliminary Acceptance of Independence at the Point Plats D-1 (Gas Line), and K-2,**
22 **Beginning the Warranty Period.**
23

24 **4.5 Approval of a Resolution Proclaiming Arbor Day in the City of Bluffdale.**
25

26 **4.6 Approval of a Resolution Setting the 2017 Annual Meeting Schedule for the City**
27 **Council, Planning Commission, and other City Boards and Committees.**
28

29 **4.7 Approval of a Resolution of the Bluffdale City Council Authorizing the City Manager**
30 **to Enter into Agreements Awarding a Contract for the 2016 Water Improvement**
31 **Projects and Establishing a Contingency.**
32

33 **4.8 Approval of a Resolution Authorizing Execution of a Cooperative Agreement –**
34 **Converted TAP Funds for Local Agency, Between the Utah Department of**
35 **Transportation and the City of Bluffdale.**
36

37 **James Wingate moved to approve the consent agenda. Ty Nielsen seconded the motion.**

38 **Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-**
39 **Aye, Boyd Preece-Aye. The motion passed unanimously.**
40

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 **5. PUBLIC HEARING – Consideration and Vote on an Ordinance Amending Section 8-**
2 **6-8 of the Bluffdale City Code Related to Water Quality Requirements for all**
3 **Locations, Staff Presenter, Vaughn Pickell.**
4

5 City Attorney, Vaughn Pickell, reported that the City’s UPDES permit requires the Council to
6 adopt an ordinance to prohibit certain activities. The proposed ordinance would amend the
7 existing storm water ordinance to make certain things illegal.

8
9 Mayor Timothy opened the public hearing. There were no public comments. The public hearing
10 was closed.

11
12 **Ty Nielsen moved to approve an ordinance amending Section 8-6-8 of the Bluffdale City**
13 **Code related to water quality requirements for all locations. Alan Jackson seconded the**
14 **motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James**
15 **Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.**

16
17 **6. Approval of a Resolution of the Bluffdale City Council Appointing Representatives to**
18 **Serve on the Bluffdale City Redevelopment Agency Taxing Entity Committee for all**
19 **Urban Renewal and Economic Development Projects within the City of Bluffdale,**
20 **Staff Presenter, Vaughn Pickell.**
21

22 Mr. Pickell reported that the City oversees three project areas and the Taxing Entity Committee
23 (TEC) represents the different taxing entities in the area. The City is entitled to appoint two
24 representatives to serve on the TEC. It was also necessary to appoint at least one alternate so that
25 all positions are filled at all times in the event of a conflict where someone cannot attend.

26 Mr. Reid reported that TEC Committee Meetings are held during the day. If there is ever a
27 conflict they may need to look for additional members. Currently, Mr. Reid and Alan Jackson
28 serve on the committee as the representatives from Bluffdale and have attended every meeting to
29 date. It was noted that the TEC meets once annually.

30
31 Mr. Reid suggested that he and Alan Jackson continue to serve and that Ty Nielsen be appointed
32 as the first alternate followed by Justin Westwood, James Wingate, Boyd Preece and Bruce
33 Kartchner. Mr. Reid stated that an additional meeting will be held in January 2017.

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 **Justin Westwood moved to pass a resolution of the Bluffdale City Council appointing**
2 **representatives to serve on the Bluffdale City Taxing Entity Committee for all Urban**
3 **Renewal and Economic Development Projects within the City of Bluffdale with Ty Nielsen**
4 **being the first alternate, Justin Westwood second, James Wingate third, Boyd Preece fourth,**
5 **and Bruce Kartchner being the fifth alternate. Ty Nielsen seconded the motion.**

6
7 Mr. Pickell stated that the language in paragraph 2 will be changed to reflect the change.

8
9 **Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin Westwood-Aye, James Wingate-**
10 **Aye, Boyd Preece-Aye. The motion passed unanimously.**

11
12 **7. Consideration and Vote on a Resolution Authorizing Execution of a Pipeline Crossing**
13 **Agreement Between the Utah Transit Authority and the City of Bluffdale, Staff**
14 **Presenter, Michael Fazio.**

15
16 City Engineer, Michael Fazio, reported that Day Ranch Development, which is part of the
17 Westgate development required a storm drainage outfall to the Jordan River. The proposed
18 agreement will allow the outfall to be designed for the two developments to cross the UTA
19 Frontline to reach the river.

20
21 **Ty Nielsen moved to approve the resolution authorizing the execution of a Pipeline Crossing**
22 **Agreement between the Utah Transit Authority and the City of Bluffdale. Justin Westwood**
23 **seconded the motion. Vote on motion: Alan Jackson-Aye, Ty Nielsen-Aye, Justin**
24 **Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion passed unanimously.**

25
26 **8. Consideration and Vote on a Resolution Authorizing the Mayor to Execute an**
27 **Interlocal Agreement for Animal Control Services, Staff Presenter, Grant Crowell.**

28
29 City Planner/Economic Development Director, Grant Crowell, reported that since the last City
30 Council Meeting staff has evaluated other animal control options. He spoke with Saratoga Springs
31 and the South Jordan Police Department, who runs the animal shelter. They indicated that they
32 intend to terminate the contract for the South Jordan shelter because the costs are too high. The
33 cost of euthanasia and training are well beyond the agreement that has been in place for years and

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 it does not meet their budgetary standards. There was a possibility that it could be renegotiated.
2 The City is also advertising for a half-time zoning code only employee.

3
4 In order to enter into a contract with Saratoga Springs it would be necessary for the City to
5 negotiate for an officer and enter into a separate negotiation with the North Utah Valley Animal
6 Special Service District. Neither was expected to meet the City's immediate time frame.

7
8 The proposal from the County is based on population and is an 18-month agreement. The costs
9 are very similar to what is currently being paid by the City. Mr. Crowell believed that the City
10 would have a comprehensive program with the County that will provide a lot of expertise that he
11 cannot provide for the department. They also take care of licensing. He stated that now is a good
12 time to make a transition because renewals begin January 1, 2017. There is also the potential to
13 increase the overall animal welfare services, which does not limit the City to renegotiate and make
14 changes when Bluffdale has its own Police Department. Mr. Crowell commented that there is a
15 wildlife addendum he would want the Council to consider at a later date that would address
16 skunks and racoons.

17
18 Mayor Timothy asked if a resident would have to travel to Salt Lake to license or vaccinate their
19 pets. Mr. Crowell stated that many services are available online. The County also offered to do a
20 rabies clinic in Bluffdale. For seniors, \$5.00 licenses will be available and shots and
21 microchipping will be free.

22
23 Mr. Crowell stated that the City is still talking to Saratoga. He believed that if they went that route
24 they would have a couple of different negotiations. If a decision is not made until the next
25 meeting scheduled for January 11, 2017, there would be less time to transition.

26
27 Mr. Reid stated that when they first began looking at options, staff wanted to present different
28 alternatives since they were aware that Craig Rasmussen would be retiring in mid-January. As
29 time went on it seemed like their options diminished. The contract with South Jordan appeared to
30 have gone away, the option of going with Saratoga Springs looked acceptable other than that the
31 shelter itself is an interlocal agreement that all have to agree to. That has created some problems

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 with dispatch in Utah County in that they have looked at Bluffdale as a profit center instead of
2 another entity to join them. Mr. Reid commented that there appeared to be animosity between
3 Utah and Salt Lake Counties. Mr. Crowell stated that he contacted the Shelter Director who
4 indicated that Bluffdale would have to take the issue to the Board and negotiate the fee schedule.

5
6 Mr. Reid stated that when they looked at Salt Lake County they were excited about the services
7 they offer and the changes they have made since the last time they were considered. Everything
8 staff had seen had been positive. He considered Salt Lake County to still be the best option.

9
10 Ty Nielsen felt like he was being force fed but realized that the City cannot be left without service.
11 He understood staff's dilemma and that it should not be part of Mr. Crowell's department. He
12 was, however, still hesitant to move forward with Salt Lake County because he did not like the
13 way it came about. Mayor Timothy explained that employees only have to give a two-week
14 notice. For a small City like Bluffdale where the department has only one employee and that
15 employee quits, they have to be able to take action quickly. He would not want to terminate the
16 contract before 18 months and suggested the City plan on the 18 months and during that time
17 explore other options.

18
19 Mr. Reid was also hesitant at first to go with the County but since they have changed management
20 it seemed like they have a lot of things under control in terms of structure. Herriman and Riverton
21 are very happy with the service they are receiving from the County and would not want to go back
22 to self-providing. Mr. Reid stated that when Anika gave her resignation that was a blow to the
23 community because she helped with Animal Control.

24
25 Mayor Timothy suggested that any motion specify that that the contract becomes approved
26 without any action within 24 hours after the Council has read it. Alan Jackson expressed his
27 support. Justin Westwood stated that he spoke to Craig Rasmussen who preferred the County over
28 Saratoga Springs. Possible future options were discussed.

29
30 **Justin Westwood moved to pass a resolution authorizing the Mayor to execute an Interlocal**
31 **Agreement for Animal Control Services, as presented. The Council shall have an**

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 **opportunity to review the contract. Without any changes, after a 24-hour period, it shall be**
2 **accepted as-is. Alan Jackson seconded the motion. Vote on motion: Alan Jackson-Aye, Ty**
3 **Nielsen-Aye, Justin Westwood-Aye, James Wingate-Aye, Boyd Preece-Aye. The motion**
4 **passed unanimously.**

5
6 **9. WORK SESSION – Regarding the Latest Design for Day Ranch, Presenter, Dave**
7 **Tolman.**
8

9 Dave Tolman reported that they meet on a bi-monthly basis with the City Engineer to discuss the
10 road that runs through the project. During that time, they have looked at the actual alignment of
11 the road and what has happened with the various land plans. About one month ago, they were
12 asked to look at the possibility of increasing the park space from 12.5 to 25 acres. They took the
13 plan they had and redesigned it to try to reach a revenue neutral situation. Staff asked them to
14 come to the City Council again and discuss the land plan and the implications of the additional
15 acreage.

16
17 Mr. Tolman reported that the bond passed and the new elementary school will open in 2019 with
18 construction commencing in the fall of 2017. In order for this to occur, the road has to be
19 completed in 2017. The junior high was moved and will now open in 2021, which means that
20 construction has to begin immediately after the elementary school is completed.

21
22 Mr. Tolman indicated that a pedestrian walkway is proposed through the project. It is intended to
23 collect foot traffic from the school and to the parks. They also looked at the potential of a trail that
24 comes from the opposite side of the tracks that would connect the west side to the City parks.
25 Some of the project developers are interested in widening the streets in the private areas from 28
26 to 32 feet.

27
28 Mr. Tolman stated that his team has been working diligently with Mr. Fazio and they appreciated
29 his efforts to find the road widths that will work for the project. Traffic flow issues were
30 discussed along with the timing needs of the project. Mr. Tolman stated that he produced a critical
31 path that had to be met to ensure that the project is completed in 2017. With that comes crucial
32 requirements including 5,600 feet of road that must be completed within seven months. The

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
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1 culvert on the south end must be completed by April 15, 2017. In order to meet that deadline,
2 work must begin by February. Mr. Tolman indicated that the City has the financial responsibility.
3
4 Mayor Timothy described the timeline requirements of Jordan School District who indicated that
5 if the road is not completed by a certain date, it changes their priority. Mr. Tolman described the
6 three portions of the road. The first portion is developer driven and has an estimated cost of \$3.2
7 to \$3.5 million. The second portion is a combination of developer driven monies and IFFP
8 reimbursement. That particular area will cost \$1.9 million to build the road. The third area is just
9 under \$1 million but will be on the IFFP. The developer would have to build it but it would be
10 reimbursable through building permits.
11
12 Mr. Tolman stated that with that there are several property owners including the Jordan School
13 District, DA1 (Aclaime), DAI, and the City. Numerous swaps will be needed to make it happen.
14 With that, each property owner has a share in the 123 acres. They then take their share of the
15 property as a percentage of the 123 and divide it against the cost of the road, which becomes their
16 participating portion. The school owns 29.1% of the property. Of that, they are responsible for a
17 surplus piece of property that they would contribute for their share. That property would then be
18 sold to the City and the money used to fund the road.
19
20 Mayor Timothy indicated that the City is buying the open space that will become a park and asked
21 where the densities associated with the park will go. Mr. Tolman stated that the City pays for the
22 property but the developers keep the densities. The City then helps pay for their share of the road.
23 Mayor Timothy questioned why they would not keep the densities that should go with the open
24 space they would be buying. Mr. Tolman stated that that has never been done in the past. He
25 stated that the situation is different for schools because they can choose to sell the property and are
26 under no obligation to build.
27
28 Finance Director, Bruce Kartchner, reported that the road needs to be paid for and if it were 100%
29 developer driven such as Westgate, the densities provide the impact fees that will pay for the road
30 that is not the developed portion. Whatever is needed for the densities will be paid for by the
31 densities for that portion of the road. It was Mr. Kartchner's understanding that the reason the

DRAFT – FOR DISCUSSION PURPOSES ONLY

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MEETING MINUTES
Wednesday, December 14, 2016**

1 density was being transferred was to provide the cash flow to pay for the roadway that is being
2 eliminated. The portion of the roadway that is associated with the park should not be paid for by
3 the City because the densities were transferred to pay for that portion. Mr. Tolman stated that that
4 would be the case if they got to revenue neutral, which they cannot without participation.

5
6 It seemed to Mayor Timothy that the City is paying twice. He did not see how that was fair to the
7 City. He suggested that conversation take place at a future date.

8
9 Mr. Tolman explained that before the park went in they had 564 units, which is what was allowed.
10 They have not increased the density significantly. Without the change they would only be building
11 \$3.5 million worth of road. Of that, everyone would be participating so the cost to them would be
12 much lower. Mayor Timothy was in favor of the road, the open space, and the school but wants to
13 make sure that the City is not paying twice. Mr. Tolman commented that the property is valued at
14 \$150,000 to \$160,000 per acre. They tried to find a way to minimize that and find something that
15 works for the City.

16
17 Alan Jackson clarified that the cost to the City was reduced because the densities were moved.

18 Mr. Tolman stated that they spent tens of thousands of dollars to redo their plan and engineering to
19 make this happen. The concept was brought to the Council by the City Manager to discuss. He
20 understood that the City needs time but time was not something they have. He commented that it
21 would be easier for them to go back to the original plan. Mr. Kartchner asked to be provided with
22 the financial information to review.

23
24 While Mayor Timothy was in favor of open space he was also very aware of cost. James Wingate
25 commented that in order to purchase 25 acres anywhere in the City there are not many parcels to
26 choose from. He wanted to make sure that the numbers come out as needed after being reviewed
27 by Mr. Kartchner.

28
29 Mr. Reid stated that the tradeoff was to go from 12 ½ acres to 25. The unit count increased for
30 Mr. Tolman but the size of the units decreased. The price per acre was \$150,000, which is close to
31 market value. The City pushed back and wanted to keep the cost at \$125,000. The original plan

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 included a mix of housing types. The trade off from single-family homes to townhomes was what
2 the City had to accept in order to get the additional 12 ½ acres.

3
4 It was noted that at the last meeting there was concern about the change in the nature of the
5 housing going from single-family to multi-family townhouses. The various options were
6 discussed. It was noted that Hales Engineering conducted a traffic study. He heard from the
7 Sewer District who now has everything put together with one exception. Mr. Tolman indicated
8 that they agreed to indemnify the Sewer District and the permits have been granted for discharge
9 into the Jordan River. It was clarified that the Council preferred townhomes over the City paying
10 more for property.

11
12 **10. Mayor’s Report.**

13
14 Mayor Timothy reported that after the last City Council Meeting there was a meeting with the
15 County on the Jordan River Trail. A portion of the trail in Bluffdale is dedicated to Lynn Larsen
16 who worked previously for the County and was very dedicated to the Jordan River Parkway for
17 many years.

18
19 The Mayor indicated that he and Mr. Crowell recently attended the Point of the Mountain
20 Commission Stakeholder’s Meeting where they discussed future planning. They are currently
21 involving several cities, however, Bluffdale was not on the list.

22
23 Mayor Timothy reported that the Christmas Luncheon took place recently with staff and their
24 significant others. It was very enjoyable and he hoped it would continue. Mr. Reid commented
25 that the biggest request was to increase the cost of gifts from \$5 to \$10.

26
27 Mayor Timothy reported that he met with Dan McKay, the City’s representative on the
28 Legislature, and talked to him about strategies for the bridge widening.

29
30 **11. City Manager’s Report and Discussion.**

31
32 Mr. Reid reported that a City owned dump truck threw a rod recently, which requires a new
33 engine. The only redeeming feature of the 16-year-old vehicle was that it has 25,000 miles. The

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 cost of replacing it is \$150,000 to \$200,000. The cost of a new engine is \$40,000. The truck is a
2 Sterling, which is no longer made, and is expensive to replace. The thought was that \$40,000
3 could serve as a down payment on something more dependable.

4
5 Mr. Reid reported that the PEC Committee recently met with Mr. Kartchner, Mr. Pickell, Mayor
6 Timothy, and Dave Sanderson to discuss the new Fire Station. He noted that they now have the
7 deed to the Fire Station and own the ground to build it on. Within the next 10-days they expect to
8 be out to bid for the architecture. In discussing how to finance the Fire Station, they met with
9 Matt Dugdale from George K. Baum. Dave Sanderson recalled that it is in an EDA area and one
10 of the things that is allowed by law is the building of infrastructure, which includes City buildings.
11 He suggested that they approach the TEC and attempt to use EDA funds to construct the building.
12 They did so and the County and State School Board pushed back and indicated that they did not
13 have enough time to analyze it. The following day they planned to discuss the EDA and the
14 possibility of financing the Fire Station with EDA funds with Salt Lake County.

15
16 It was determined that there are enough EDA funds for the projects that are planned. The hope
17 was to get approval from Salt Lake County. The Jordan School District is supportive as is the
18 Water District. If the State School Board approves it, they do not need the County's vote although
19 they would like to maintain a good relationship with them.

20
21 Much of the County's discussion pertained to whether the City was planning to go with the UFA
22 (Unified Fire Authority). Mr. Reid felt that had nothing to do with the EDA discussion. He spoke
23 to Carlton Christensen who would be present at the meeting the following day with insight on
24 what they would like. One of their concerns was that this has never happened before but is
25 allowed.

26
27 Mr. Reid reported that this time every year they do the Sick Leave Buy Back Program.
28 Employees each receive one sick day per month and anyone who uses less than they have received
29 in the year has the option of selling 25% back. Several employees took advantage of the program.
30

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 Mr. Reid reported that City Hall is sheet rocked and the downstairs painted. Most of the sheet
2 rock is completed on the main floor as well. Heaters were brought in in preparation for the
3 building to be painted. Mr. Reid indicated that when they laid the asphalt they were concerned
4 about the temperature. The asphalt tests came back negative in terms of meeting the density
5 required. Their expectation is that in the spring it will be redone.

6
7 With regard to green waste, Mr. Reid reported that green waste pickup begins the first of April.
8 The desire was for collection to begin one month earlier, which requires a change to the contract.
9 A survey was taken of green waste users with the majority being in favor of green waste pickup
10 starting one month earlier. The additional cost would be \$7.00 for the additional month.

11 Mr. Kartchner stated that they also analyzed the cost versus the revenue from green waste. It may
12 be necessary to increase fees slightly to make sure that the costs and administrative overhead are
13 covered.

14
15 Mr. Reid indicated that he spoke with Chief Burton earlier in the day about police coverage. They
16 have gone through a hiring process and had just over 22 applicants. The group was narrowed
17 down to two extremely good candidates. Chief Burton was in the process of making an offer and
18 expected both to be in place by the first of the year. Both would serve as patrol officers. One
19 Bluffdale Police Officer accepted a position with the UPD and will be leaving in January.
20 Another reserve officer will go full-time and fill the vacated position. Another candidate will fill
21 the Reserve Officer position.

22
23 Mayor Timothy reported that he and Mr. Reid spoke to Chief Burton about the canine officer and
24 the possibility of delaying hiring someone due to cost. Chief Burton indicated that the dog would
25 be donated and after the initial training, the upkeep of the animal would be insignificant compared
26 to what will be gained by having a third canine.

27
28 **PLANNING SESSION**

29
30 **12. Planning Session.**

31

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 James Wingate reported on the Mosquito Abatement District and stated that a bill is proposed by a
2 State Senator from South Jordan dealing with Special Service Districts. One aspect of the bill is
3 that any entity that can levy taxes will be required to have its members all be elected by direct
4 election. The Association of Special Service Districts is opposed to that. Council Member
5 Wingate pointed out that the cost of elections alone is enormous. Mayor Timothy agreed and
6 stated that it is part of doing business as a City, which consists of elected officials. He considered
7 this to be an extension of that. Council Member Wingate stated that one possible compromise was
8 that if the board wants to raise taxes they cannot act alone and must contact each constituent
9 agency. In addition, the City Council would have to approve it with a $\frac{3}{4}$ vote.

10

11 Justin Westwood asked for an update on the lights at the trestle and the Smith's Marketplace. The
12 Mayor stated that Smith's plans to purchase the property in February and begin work shortly
13 thereafter. Mr. Reid stated that with regard to the trestle, they are moving forward. The canal
14 company approached the City and stated that the arms are being installed on their property.
15 Mr. Fazio reported on the canal company requirements.

16

17 Mr. Fazio reported on the 14000 South light and the Woodbury requirement to provide three lanes
18 of traffic traveling northbound. Mayor Timothy has spoken with the Region 2 Director who is
19 making sure that the alignment of the road at Redwood Road will provide for the additional lane
20 without impacting Woodbury.

21

22 Mr. Crowell thanked Senior City Planner, Jennifer Robison, and Associate City Planner, Caitlyn
23 Miller, who started the project. He reviewed the noticing requirements set by the State of Utah
24 along with City practices and those of neighboring municipalities. He and Mr. Pickell attended a
25 seminar earlier in the week about changes the Legislature plans to make regarding land use
26 authority and expectations for cities.

27

28 He reported that everything that is done in closed session is part of a public meeting but only some
29 public meetings are required to serve as a public hearing. State Code provides guidance in that
30 regard. A land use public hearing requires at least 10-days' notice including notice in the
31 newspaper, posting on the public notice website, and to be posted at three locations or on the

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 City’s website. During one of the discussions during the Planning Commission Joint Meeting, the
2 sentiment was to wait and see how the new website does.

3
4 The question of when third party noticing is required was raised. Mr. Crowell stated that that the
5 City can add onto what the State requires. In Bluffdale’s case, the noticing requirement is 1,000
6 feet. Public meetings do not require as much notice. For administrative issues where existing law
7 is being applied, third-party noticing is not required by the State but the City does a lot of it.

8
9 Issues involving permitted uses with conditions were discussed. Mr. Crowell stated that what the
10 City does is beyond the minimum, which has pitfalls. The Public Meeting Notice website was
11 discussed. Mr. Crowell stated that anyone can subscribe to it and request information on anything
12 in Bluffdale. Mayor Timothy’s understanding was that some cities use the Public Meeting Notice
13 website as their agenda center.

14
15 Mr. Reid commented on noticing costs and stated that while the cost of postage is passed on, staff
16 spends a great deal of time stuffing envelopes. Mr. Crowell stated that it is necessary to
17 consolidate the noticing requirements into a noticing chapter and then refer to it.

18
19 Land Use Authority delegation issues were discussed. Mayor Timothy commented that how the
20 City does some of its noticing gives the Planning Commission Members the impression that they
21 have the authority to do things that perhaps they do not. The public also comes to meetings where
22 the Planning Commission should be more worried about the law rather than public input because
23 the public input should be passed forward to the City Council. He hoped to see in the process
24 more information on what to look at and what items require public notice for Planning and Zoning
25 and eliminate anything that does not require public input from a Planning and Zoning Meeting so
26 that they can focus on what they recommend to the City Council in terms of whether a request
27 meets the law or not. Mr. Crowell pointed out that State law requires public hearings before the
28 Planning Commission for zoning issues.

29
30 Mayor Timothy saw no reason for two public hearings and commented that it confuses the public.
31 He also wanted to get away from the public having to attend two different meetings to be able to

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 oppose one matter. He questioned why all subdivision acceptances are not done administratively
2 by staff. Mr. Crowell commented that staff will work toward modifying the Subdivision Code to
3 give the City Manager and City Engineer administrative approval for subdivision acceptance. He
4 stated that land use standards will be defined as a land use regulation because it is under the first
5 category that requires a public hearing early on, which will change the procedure for certain items.

6
7 James Wingate suggested that a raise be given to Planning Commission Members and pointed out
8 that there is a lot of preparation involved. Mayor Timothy stressed the importance of the Planning
9 Commission understanding their roles and responsibilities. Going forward he will no longer
10 automatically reappoint Planning Commission Members. He intends to have applications go out
11 for every vacancy. Anyone who applies that meets certain requirements will be interviewed. The
12 Mayor recommended that he and two City Council Members interview every applicant who is
13 considered. He suggested that questions come from the current law so that it is confirmed that
14 they understand their role and responsibilities.

15
16 **13. Presentation and Discussion Relating to the Vintage Park Open House, Staff**
17 **Presenter, Jennifer Robison.**
18

19 Mrs. Robison reported that just over one year ago they did a lot of work on adopting a master plan
20 for parks and open space. Staff reviewed various data and a basic framework was created
21 regarding how park development should occur in the City. She considered parks to be an
22 important asset for the City. A public Open House was held where they talked to citizens about
23 the new park. The overall feeling was positive. Many people indicated that they moved to
24 Bluffdale because of the parks and open space.

25
26 Mrs. Robison referred to the Vision Statement which states, “Bluffdale envisions an
27 interconnected community with a park, trail and open space system that contribute to the City’s
28 small town character and provides for and enhances a variety of recreation opportunities.” She felt
29 that the park plan meets the vision statement.

30
31 Mrs. Robison stated that the City owns ground that was set aside for a park. They also have a
32 funding source to accomplish that. Surveys were sent to every household in the City to get

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 feedback on the Park Plan. 627 responses were received and included specific information on
2 what citizens want. One of the questions asked respondents to identify the top five amenities most
3 important to residents. The responses included:

- 4
- 5 1. Walking and biking trails.
- 6 2. Playgrounds.
- 7 3. Swimming.
- 8 4. Splash pads.
- 9 5. Trails along the river.

10
11 Mrs. Robison introduced the Wardle Field Regional Park, which is a County-owned park set to
12 open on Memorial Day Weekend. The parks highlighted in green on the map displayed were
13 identified as future parks or opportunities for amenities. Staff was currently working with Dave
14 Tolman on the Westgate Park as to what amenities should be included. They also have Plat K,
15 which currently is open space but is proposed for future park or open space development.

16
17 In response to a question raised by the Mayor, Mrs. Robison indicated that the park next to the
18 school in Independence will be the Independence Main Park. In their proposed Project Plan, there
19 are amenities already identified in terms of what they would like to see there. Staff was
20 continuing to work with DAI on final amenities for the park.

21
22 Mrs. Robison stated that staff is educating themselves on splash pads and amenities. They have
23 considered modifying the impact fee analysis to include as much information as possible. She
24 looked at the actual costs of these types of amenities in the newest parks that the City owns so that
25 real numbers are associated with them. They also need it for maintenance so that they know who
26 to call. Mayor Timothy recalled having a discussion about the City paying a maximum but
27 anything over what is necessary to get what is required will be the responsibility of the developer.
28 He stated that that should not go away. He asked at what point the developer will be required to
29 build the park. Mrs. Robison stated that the park is based on their apartment units. The Mayor
30 stated that the City should not issue any building permits over what is required for the park.

31

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 Mrs. Robison looked at the park and identified what they felt the residents want. The concept
2 taken to the Open House was displayed. What was envisioned is a playground, a swing set, a
3 larger pavilion, a smaller splash pad, a restroom, two pickleball courts, and two tennis courts.
4 After referring to the matrix they found that there was no tennis in the City and was on the top
5 10-list.

6
7 Citizens were asked what they would like to see in Vintage Park. The responses included
8 playgrounds, splash pad, tennis courts, and pickleball. 90% of the respondents were in favor of
9 playgrounds, 100% wanted splash pads, 60% wanted tennis courts, and 40% wanted pickleball
10 courts. To accommodate more groups, smaller pavilions were recommended as well as activities
11 for older and younger children. Sand volleyball and baseball were also listed as was a splash pad
12 with a river, and a safe crossing over Loumis Parkway.

13
14 The next steps were identified as asking Kevin in the Engineering Department to provide a
15 professional survey of the site. Staff will continue to work with the designers to revise the
16 amenities based on the City Council direction and public desires. Staff looked at the potential
17 layout for baseball and softball fields.

18
19 Mr. Reid stated that the park is unique in that it has a funding source to cover some of the costs.
20 Sand volleyball was discussed, which would be simple to add. One of the requests was for small
21 pavilions around the exterior with picnic tables. In St. George, some parks have fabric covered
22 pavilions that are less costly and have been in place for a long time. They require minimal
23 maintenance over time. He suggested that that could be something to try.

24
25 Mrs. Robison stated that once the changes are incorporated they will provide a detailed budget to
26 the Council with the concept. That will be ready for the mid-year budget. Mr. Crowell stated that
27 it was still possible for construction to occur in 2017 with a spring 2018 opening. Potential
28 funding sources were discussed. Mr. Reid stated that the EDA alone will generate \$4 million in
29 affordable housing money, which is enough to construct the park and the road to it. Mr. Kartchner
30 stated that a mid-year budget adjustment will be proposed specific to this park. To the extent the

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, December 14, 2016**

1 funds are not utilized this year, they will be rolled over to next year. Mayor Timothy hoped to see
2 the park completed sooner rather than later.

3
4 Mr. Crowell stated that Mr. Fazio is working with BYU on road connections in the area from
5 Market View down to Loumis Parkway. They want to understand the results of that before
6 beginning construction. The road preference is on the north end of the Bluffs Apartments.

7
8 Boyd Preece commented that he has received feedback and support for Frisbee golf. Mr. Reid
9 stated that it was considered for the area but the designer indicated that it is too small. It was,
10 however, being considered for other areas. The Mayor asked if there were ways to incorporate
11 Frisbee golf into the trails.

12
13 Mr. Reid commented that large projects will be put out to the public via a general obligation bond
14 to the voters.

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

21
22 There was no closed meeting.

23
24 **15. Adjournment.**

25
26 The City Council Meeting adjourned at 9:59 p.m.

27
28
29 _____
30 Wendy L. Deppe, CMC
31 City Recorder:

32
33 Approved: _____

Agenda Item 4.2



Memo

Date: January 4, 2017

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Independence at the Point Plat H-1 Concrete Roundabout Preliminary Acceptance

City Engineering/Public Works has inspected the Independence at the Point Plat H-1 Concrete Roundabout replacement and verified it meets the City specifications and requirements (see attached memo from Leonard Hight.)

I recommend preliminary acceptance of the inspected completed work and beginning the warranty period effective January 12, 2017.

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



Memo

Date: December 13, 2016

From: Leonard Hight 

To: Michael Fazio

RE: Independence H-1 roundabout

Michael, the roundabout concrete on Heritage crest has been replaced properly.
I recommend that we accept this and release the bond.

Agenda Item 5

Agenda Item 6

Agenda Item 7



MEMORANDUM

TO: CITY COUNCIL
FROM: GRANT CROWELL
DATE: 6 JANUARY 2017
SUBJECT: SALT LAKE COUNTY URBAN WILDLIFE ASSISTANCE PROGRAM AGREEMENT

As a follow up step in the transition to Salt Lake County Animal Services, Staff is recommending entering into an interlocal agreement to provide services for wild animal control (skunks and raccoons, for example, but not deer) that are not provided by the base animal services contract with Salt Lake County. Since Bluffdale has considerable wild animal populations, it is a service that, if not provided, will pose potential problems in the future. At this time, this agreement is \$2,189 per year, subject to inflationary costs and the participation of other cities. A resolution and the contract are attached for your review.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF BLUFFDALE

Salt Lake County Urban Wildlife Assistance Program

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “COUNTY”); and CITY OF BLUFFDALE, a municipal corporation of the State of Utah (the “CITY”). COUNTY and CITY may collectively be referred to as the “parties”.

RECITALS:

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the COUNTY and the CITY are “public agencies” as contemplated in UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous to take part in a multi-jurisdictional effort proposed by the Salt Lake Council of Governments (“COG”) to create and fund an ongoing, regional program for animal control in the greater Salt Lake County metropolitan area; and

WHEREAS, it is in the public interest and beneficial for the COUNTY, the CITY, and their respective citizens that the parties cooperate in accomplishing the foregoing.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this Agreement, the parties hereby agree as follows:

I. Scope of Services

a. The COUNTY agrees to:

- i. Establish and administer a special revenue account for the “Salt Lake Valley Council of Governments wild animal control program” (the “Fund”).
- ii. Expend all monies received from the CITY under this Agreement as directed by COG, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
- iii. Consult with representatives of the CITY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

b. The CITY agrees to:

- i. Participate in the Fund.
- ii. Make an annual contribution in the estimated amount of Two Thousand One Hundred Eighty-Nine Dollars (\$2,189.00) to the COUNTY for deposit and use in the Fund. It is agreed that this cost may fluctuate depending on the number of other jurisdictions contributing to the Fund and the CITY’s population size.
- iii. Consult with representatives of the COUNTY and other participating local

jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

- c. The parties mutually agree:
- i. The Fund will serve program goals as developed through the COG and the COG's Public Works Committee. The COG will make recommendations to the COUNTY for the expenditure of Fund monies.
 - ii. The Fund will not supplant any existing COUNTY programs or funding for wild animal control, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
 - iii. The Public Works Committee of the COG shall make recommendations concerning how monies contributed to the Fund are spent.
 - iv. Funding will be allocated by the parties as part of their respective annual budgeting processes. The CITY's first annual contribution shall be paid to the COUNTY by January 1, 2017. The amount of the CITY's first annual contribution shall equal half the amount stated in Paragraph I.b.ii. Thereafter, each July 1 (including July 1, 2017) subsequent annual contribution by the CITY shall equal the full amount stated in Paragraph I.b.ii., and shall be paid to the COUNTY by July 1 of each succeeding year of this Agreement.
 - v. Outcomes from the Fund programs will be reported at least annually to the COG and the parties.
 - vi. Pursuant to Section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the

future legislative bodies of either party to continue funding or participation in the Fund.

- vii. The COUNTY's role under this Agreement shall be limited to those services set forth in Section I.a. Except where agreed to otherwise in writing, the COUNTY shall not be required to provide any additional money or resources to fulfill the objectives of the Salt Lake County Urban Wildlife Assistance Program. Nothing in this Agreement shall be construed as to require the COUNTY to insure the success of the program goals developed through the COG.

II. Term and Termination

The term of this Agreement shall commence on January 1, 2017, and shall continue until June 30, 2020. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment. Each party reserves the right to terminate this Agreement on any June 30th date during the term or any subsequent terms if it, in its sole discretion, determines it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party no later than the March 31st immediately preceding the date of termination. A notice of termination provided between April 1st and June 30th will not become effective until June 30th of the subsequent calendar year. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

III. **No Agency**

No agent, employee, or servant of the COUNTY or the CITY is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The COUNTY and the CITY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

IV. **Severability**

If any term or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

V. **Liability and Indemnification.**

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

VI. Non-Funding

The parties shall in good faith request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity's respective fiscal year of any effective fiscal year of this Agreement, either party's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other party.

VIII. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and

this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IX. Governing Law, No Third Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of the City of Bluffdale, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convenience, and in no way define, limit, augment or describe the scope or intent of this Agreement nor affect its terms and provisions.

X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement. To the extent

that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the CITY and the COUNTY, or their designees. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. The COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

[Signature Page to Follow]

DRAFT

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Administrative Approval:

By _____
Talia Butler,
Division Director

Approved as to Form and Legality:

By _____
Angela Lane
Deputy District Attorney

Date _____

CITY OF BLUFFDALE

By _____
Mayor or Designee

ATTEST:

City Recorder

Approved as to Form and Legality:

By _____
City Attorney

Date _____

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2017-

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY REGARDING THE SALT LAKE COUNTY URBAN WILDLIFE ASSISTANCE PROGRAM.

WHEREAS Salt Lake County (“County”) provides wildlife assistance services to unincorporated portions of Salt Lake County and by contract to other municipalities located in Salt Lake County;

WHEREAS the County and the City of Bluffdale desire to take part in a multi-jurisdictional effort proposed by the Salt Lake Council of Governments (“COG”) to create and fund an ongoing, regional program for wildlife assistance pursuant to the terms and conditions of this Agreement;

WHEREAS, pursuant to the authority granted in Utah Code 11-13-1, et seq. (“Interlocal Cooperation Act”), the City desires to enter into a service contract with the County for wildlife assistance; and

WHEREAS the City Council hereby finds that entering into the Interlocal Agreement for the Salt Lake County Urban Wildlife Assistance Program with Salt Lake County will further the public health, safety, and welfare;

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

Section 1. Authorization to Execute Interlocal Cooperation Agreement. The City Council hereby authorizes and directs the Mayor to execute an Interlocal Cooperation Agreement for the Salt Lake County Urban Wildlife Assistance Program in substantially the same or similar form attached hereto. The effective date of the agreement is January 11, 2017.

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

PASSED AND APPROVED: January 11, 2017.

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 8

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

RESOLUTION NO. 2017-02

**A RESOLUTION DESIGNATING _____
THE MAYOR PRO TEMPORE FOR 2017**

WHEREAS, the City Council desires to designate Council Member _____
to be Mayor Pro Tempore for the calendar year 2017.

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

Section 1. Councilmember _____ is designated to act as Mayor Pro
Tempore for the calendar year 2017.

Section 2. 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 11th day of January, 2017.

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	_____	_____