



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

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, June 22, 2016 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at **6:30 p.m.** or as soon thereafter as possible. Notice is further given that access to this meeting by the Mayor and or City Council may be by electronic means via telephonic conference call.

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

1. Roll Call, Invocation, Pledge of Allegiance*
2. **PUBLIC FORUM** – (4 minute maximum per person to bring items not already on the agenda before the Council. Participants are encouraged to submit a written statement (1 copy) for items that are complex or that may require more than 4 minutes to present).
3. **CONSENT AGENDA** –
 - 3.1 Approval of the May 25, 2016 meeting minutes.
 - 3.2 Preliminary acceptance of Independence Plats L and N-1, and beginning the warranty period.
 - 3.3 Approval of a resolution declaring certain assets surplus and authorizing the sale of said assets.
4. **PUBLIC HEARING** – Consideration and vote on an ordinance vacating a portion of a public street between the section line and the east right of way line of 1690 West Street at approximately 14353 South 1690 West, Debbie Holt, applicant (continued from the January 6, 2016 Planning Commission meeting), staff presenter, Paul Douglass.
5. **PUBLIC HEARING** – Consideration and vote on amending the General Plan from Very Low Density to Low Density Residential and a Zone Map Amendment from R-1-43 to R-1-10 at approximately 14780 South 1690 West, Dale Bennett & Garth Johnson, applicants, staff presenter, Paul Douglass.
6. Consideration and vote on a resolution approving a Cable Television Franchise Agreement between the City of Bluffdale, Utah, and Comcast of Utah II, Inc., staff presenter, Vaughn Pickell.

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

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

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

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA** –

2.1 Approval of the May 25, 2016 meeting minutes.

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

CONTINUATION OF BUSINESS MEETING

16. Mayor's Report
17. City Manager's Report and Discussion

PLANNING SESSION

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

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

Dated this 21st day of June, 2016

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



Wendy L. Deppe, CMC
City Recorder

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

Agenda Item 3.1



**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, May 25, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, May 25, 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 April 27, 2016 meeting minutes.
4. Presentation and discussion on the FY2017 Final Budget for the Bluffdale Arts Advisory Board (BAAB), presenter, Laura Garner.
5. **PUBLIC HEARING** – Consideration and vote on amendments to the General Plan from Civic Institutional to Low Density Residential and amending the R-1-43 Zone to R-1-10 Infill Overlay Zone for approximately 10.57 acres of property, located at approximately 1654 West 14600 South, Kenneth Olsen, applicant, staff presenter, Grant Crowell.
6. Consideration and vote on various amendments to Title 11-12 Parking Standards, Title 11-8E-12 R-MF Parking Standards, and 11-11G-17 Off Street Parking in the Bluffdale City Code, Bluffdale City, applicant, staff presenter, Jennifer Robison. **(Public Hearing previously held at the April 27, 2016 City Council meeting)**
7. Consideration and vote on a resolution authorizing the execution of an Interlocal Cooperation Agreement with Jordan School District for a trail easement and related improvements, staff presenter, Jennifer Robison.
8. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call

2. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio. **(LBA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
3. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio. **(RDA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
3. Adjournment

CONTINUATION OF BUSINESS MEETING

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

PLANNING SESSION

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

11. Planning Session to discuss potential Special District (SD) zoning designation for Independence Park, located at approximately 14950 South Noell Nelson Drive, Dave Tolman & Steve McCutchan, applicants.
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 20th day of May, 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.

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, May 25, 2016**

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson (arrived at 6:34 p.m.)
3 Ty Nielsen
4 Boyd Preece (arrived at (6:40 p.m.)
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 Blain Dietrich, Public Works Operations Manager
12 Michael Fazio, City Engineer
13 Stephanie Thayer, Accountant/HR Administrator
14 Bruce Kartchner, City Treasurer
15 Jennifer Robison, Senior Planner
16 Paul Douglass, Associate Planner
17

18 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**

19
20 Mayor Derk Timothy called the meeting to order at 6:30 p.m.

21
22 **1. Roll Call, Invocation, and Pledge.**

23
24 All Members of the City Council were present with the exception of Alan Jackson and Boyd
25 Preece who arrived later.

26
27 Michael Fazio offered the invocation and led the Pledge.

28
29 **2. PUBLIC FORUM.**

30
31 There was no one in attendance who wished to address the Council.

32
33 **3. CONSENT AGENDA**

34
35 Approval of the minutes was removed from the consent agenda.
36

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, May 25, 2016**

1 **3.1 Approval of the April 27, 2016 Meeting Minutes.**

2
3 Changes were made to the minutes. It was clarified that Levi Hughes commented rather than
4 Robert Bass on page 7, line 3 of the April 27, 2016 minutes.

5
6 **Justin Westwood moved to approve the April 27, 2016 minutes with the proposed**
7 **modification. James Wingate seconded the motion. The motion passed with the**
8 **unanimous consent of the Council. Alan Jackson and Boyd Preece were not present for the**
9 **vote.**

10
11 **4. Presentation and Discussion on the FY2017 Budget for the Bluffdale Arts Advisory**
12 **Board (BAAB), Presenter, Laura Garner.**

13
14 Bluffdale Arts Advisory Board Chair, Laura Garner, reported that during the 2015-2016 season
15 they performed *Guys and Dolls*, *Battle of the Bands*, and *Brigadoon*. They also celebrated their
16 25-year anniversary and put on two concerts. Ms. Garner stated that next year they plan to do a
17 band festival rather than a Battle of the Bands. They have cast their production of *How to*
18 *Succeed in Business* and will be doing a fundraiser for Old West Town Days. Ms. Garner
19 reported that in the fall, depending on funding, they will do either *Into the Woods* or a *Straight*
20 *Play*. In April, they are scheduled to do *Beauty and the Beast* in addition to a couple of concerts.
21 She expressed appreciation for the community support.

22
23 The BAAB works with Wasatch Arts Academy in Riverton and do a switch where Ms. Garner
24 lends them costumes from her collection and they in turn allow the group to practice on their
25 stage for free, which saves a lot of money. Rehearsal space is rented from Summit Academy
26 High School. They have an agreement with Ms. Garner's costume company, Broadway Attire
27 for Hire, which gives them access to her costumes. Anything the Arts Council gets back goes
28 into Ms. Garner's shed so that it doesn't have to be stored or organized. Ms. Garner maintains
29 the collection, which saves thousands of dollars.

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, May 25, 2016**

1 Ms. Garner stated that they advertise in businesses and schools and rent rehearsal and performing
2 space from Jordan School District. Over the last few years they have rented storage units from
3 Rocky Mountain Storage who offers a reduced rate. In 2015, they logged a significant number
4 of volunteer hours.

5
6 Ms. Garner presented the proposed budget and stated that in the last two years they paid \$2,500
7 in taxes on ticket and concession sales. They typically advertise in *The South Valley News*,
8 which is under new management, and are now charging for advertising. She estimated that it
9 will now cost \$2,000 to \$3,000 per year to advertise. Mayor Timothy questioned how effective
10 their advertising has been. Ms. Garner stated that it has been effective because people who are in
11 the arts read *The South Valley News*. She urged the Council to be generous in their funding.

12
13 Mayor Timothy commended Ms. Garner for her efforts but wished they had better participation.
14 He considered the absence of a venue in the City to be part of the problem. Potential solutions
15 were discussed. Storage and manpower issues needed to build sets were acknowledged. The
16 Mayor expressed appreciation to Ms. Garner for her diligence.

17
18 Marketing issues were discussed. Alan Jackson recommended the City's website be utilized to
19 generate additional traffic for the Bluffdale Arts Advisory Board (BAAB).

20
21 **5. PUBLIC HEARING – Consideration and Vote on Amendments to the General Plan**
22 **from Civic Institutional to Low Density Residential and Amending the R-1-43 Zone**
23 **to R-1-10 Infill Overlay Zone for Approximately 10.57 Acres of Property, Located**
24 **at Approximately 1654 West 14600 South, Kenneth Olsen, Applicant, Staff**
25 **Presenter, Grant Crowell.**

26
27 City Planner/Economic Development Director, Grant Crowell, presented the staff report and
28 stated that the property was formerly owned by the school district. The site was identified on a
29 site map displayed. Mr. Crowell explained that the General Plan shows it as Civic Institutional
30 because it was previously owned by the school district. The new proposal gives a lot count of 16
31 rather than 18.

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, May 25, 2016**

1
2 Mr. Crowell described the origin of the 30-lot rule. He explained that in 2013 there was a 10-lot
3 rule. There were portions of Independence that served as the catalyst for changing it to 30. They
4 also compared it to what other cities are doing. The Mayor stated that staff actually took pictures
5 of the differences between the types of roads and what they serve.

6
7 Mayor Timothy felt that if the Council were to agree to a narrower road it should be private.
8 Parking concerns were identified. He expressed concern with exceeding the 30-lot rule.

9 Mr. Crowell stated that the proposed road width will be 28 feet. The average paved road width
10 in Independence is 30 feet. The Mayor commented that a standard is set for a reason and
11 recommended the 30-foot rule be adhered to.

12
13 The applicant, Ken Olsen, described the process he has been through and stated that originally he
14 had 23 lots, which made it difficult for him to go to 18. What is proposed is a very upscale
15 subdivision and the covenants will be recorded with the final plat. The property is in the IO
16 Zone. The covenants will be enforced with homes being in at least the \$750,000 range.

17 Mr. Olsen stated that he is proposing a private road. Sidewalks were also proposed within the
18 project. Road standards were discussed. Mr. Olsen stated that there will be very strict
19 covenants. One requirement will be no on-street parking other than occasional temporary
20 visitors. Driveways will also be required to have three visitor parking spaces. The homes will
21 have a minimum of 2,400 square feet on the main floor. There will also be numerous
22 requirements regarding roof types and shingles.

23
24 Mr. Olsen considered the roads to be the main point of discussion. A trail that could be used as a
25 secondary access was proposed to provide more walking space. He considered the reduction in
26 the number of lots from 23 to 18 to be significant. Access issues were discussed. Mr. Olsen
27 liked that the plan preserves the area where the lane comes off of 14600 South.

28
29 Mayor Timothy opened the public hearing.
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, May 25, 2016**

1 Shem Wayman gave his address as 14457 South 1625 West and stated that he will be most
2 affected by the proposed development. He believed Mr. Olsen was trying to do the right thing
3 for all involved. He appreciated that Mr. Olsen was trying to preserve the seclusion of the
4 private lane and instead provide an alternative access. He has also increased the lot size.

5
6 Lyle Wilde gave his address as 14459 South 1690 West and stated that the back of his property
7 borders the proposed development. Last time he appeared before the Council he spoke in
8 opposition to it. He was concerned about the exact location of the property line. Mr. Olsen had
9 a surveyor come out and the lines were determined to be in line with one another, which
10 eliminated his objection to the property line issue. He also showed a proposed plat that included
11 the walking trail the full length north to south along the edge of the development. His concern
12 was that for development to take place on those lots they would have to cut away the hill, which
13 he did not want to compromise. Lots 17 and 18 on the map raised similar concerns. It shows
14 that their property comes up the hill to where the line is drawn. For them to make full use of the
15 property they would either have to landscape the hill or cut it away.

16
17 Mr. Wilde commented that the intersection where the road splits going north and south off of
18 14600 South is very dangerous. He reported that he frequently witnesses near hits and potential
19 accidents. He was concerned with allowing additional development without addressing the
20 intersection. He asked that the Council revisit the issue at their earliest opportunity. Mayor
21 Timothy explained that currently the intersection is owned by UDOT. Technically, the City
22 cannot build anything there or collect impact fees to help with the widening and growth that will
23 result from the development. They are in the process of a jurisdictional transfer on the road. He
24 explained that even if it was owned by the City today, it would take a while to collect enough
25 impact fees to accommodate it.

26
27 Chris McCandless was present representing CW Management and gave his address as 9067
28 South 1300 West #305. He expressed support for Mr. Olsen's subdivision.

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, May 25, 2016**

1 Johnny Loumis, Jr. gave his address as 1690 Loumis Parkway and reported that Mr. Olsen has
2 gone to great lengths to make the project work. Mr. Loumis stated that he has lived in Bluffdale
3 his entire life and has knowledge of the west border. He described the topography of the area
4 and stated that what is proposed does not compromise anything. In terms of Loumis Parkway,
5 over the last 68 years, this is the safest the road has ever been.

6
7 There were no further public comments. The public hearing was closed.

8
9 Alan Jackson asked about the lot on Loumis Parkway and how a lot is officially counted. City
10 Manager, Mark Reid, explained that with regard to the 30-lot rule, public safety is taken into
11 consideration with each lot. The final determination of whether to include any particular lot in
12 the 30 is ultimately up to the Council. Mayor Timothy felt that the ability of emergency vehicles
13 and citizens to get in and out was important to take into account. He explained that the standard
14 is 30 and was set for a reason. Alan Jackson stated that there was extensive discussion and
15 research that led them to the 30-lot standard. He was not in favor of discarding the standard but
16 thought there were valid arguments for not counting one specific lot that has access from Loumis
17 Parkway.

18
19 The Council expressed support for the proposed width. With regard to the number of lots,
20 Mayor Timothy stated that Wood Duck Hollow may make it possible to add one lot, which
21 seemed reasonable. The Council was comfortable specifying that the access to the one lot would
22 be from Loumis Parkway even though the driveway access is not. The developer was
23 commended for coming up with the solution rather than relying on the City.

24
25 **James Wingate moved to amend the General Plan from Civic Institutional to Low Density**
26 **Residential and amend the R-1-43 Zone to R-1-10 Infill Overlay Zone for approximately**
27 **10.75 acres of property at approximately 1654 West 14600 South with the stipulation to**
28 **allow 18 lots in the development contingent on the proposal of CW Management to have**
29 **only 13 lots in Wood Duck Hollow for Phases 3 and 4. The lot on the corner of Loumis**

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, May 25, 2016**

1 Parkway was determined to meet the 30-lot rule for emergency services due to access being
2 off of Loumis Parkway. Justin Westwood seconded the motion. Vote on motion: Boyd
3 Preece-Aye, James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan Jackson-
4 Nay. The motion passed 4-to-1.

5
6 **6. Consideration and Vote on Various Amendments to Title 11-12 Parking Standards,**
7 **Title 11-8E-12 R-MF Parking Standards, and 11-11G-17 Off-Street Parking in the**
8 **Bluffdale City Code, Bluffdale City, Applicant, Staff Presenter, Jennifer Robison**
9 **(Public Hearing Previously Held at the April 27, 2016 City Council Meeting).**

10
11 Mayor Timothy reported that a public hearing was held previously on the proposed matter.
12 Senior Planner, Jennifer Robison, presented the staff report and stated that parking numbers were
13 examined based on what exists. The proposed changes were reviewed and included not allowing
14 on-street parking to count toward the project's off-street parking requirements. In addition, some
15 of the additional ratios for guest parking will be different. Staff recommended that all driveways
16 be included on all units. The plans approved by the City include the number of parking stalls
17 that exist currently. If the Planning Commission recommendation were applied to these
18 particular projects, what is proposed is what the numbers would have shown. The numbers
19 remain consistent with what staff is recommending for existing units with driveways.

20
21 Mrs. Robison recommended that the guest ratio remain at 1:4 per dwelling unit because some of
22 the guest parking could be accommodated in the driveway. For units without driveways, the
23 ratio is slightly higher. The emphasis of much of the discussion pertained to the Fieldstone-type
24 homes with auto courts. Definitions were provided for single-family and two-family products.
25 Units with garages would be required to have two-car garages. Single-family and two-family
26 units would be required to have a 20-foot minimum driveway. No additional guest parking was
27 required for single-family units. Mrs. Robison explained that there are a total of 118 units,
28 which would equate to 40 parking stalls.

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, May 25, 2016**

1 Mayor Timothy asked if there was a requirement for where the guest parking would be in
2 relation to the three homes it is attached to. Mrs. Robison explained that there was discussion
3 about placing it in different areas rather than being isolated in one spot. Mayor Timothy
4 commented that there may be areas where a consolidated guest parking area would be well
5 served, however, on the opposite end of the street where the last six or 12 units are, the guest
6 parking is so far away that it will not be used and should not be counted. Mrs. Robison
7 recommended the Council consider that some of the extra parking spaces will eliminate some
8 landscaping and other project amenities. She explained that the multi-family condominium and
9 townhome units with a driveway will see an increase in the guest parking requirement from 1 to
10 4 because they have the option to park in the driveway.

11
12 The Mayor was concerned about the length of the driveways and the fact that people use their
13 garages for storage. This eliminates the ability to park there and results in cars and guests
14 parking on the street. He considered rear-loaded units to be problematic. He did not see how
15 that could be solved simply by dealing with the parking issue.

16
17 Mrs. Robison explained that increasing the ratio slightly requires a few more parking spaces but
18 overall most are consistent with what is already provided. Appreciation was expressed to
19 Mrs. Robison for her work.

20
21 Mayor Timothy opened the meeting to public comment.

22
23 Steve McCutchan a Sandy resident, reported that they prepared a lengthy letter analyzing their
24 concerns. The letter was finalized prior to staff's recommendation being presented. He
25 commented on the Marketplace and stated that the Independence project originally encouraged
26 on-street parking as guest parking. Westgate included more parking stalls. Mr. McCutchan
27 expressed support for the staff recommendation.

28
29 Justin Westwood liked Mr. McCutchan's auto court design as it provides parking directly off the
30 street. Mr. McCutchan reported that he worked as a Designer for Woodside Homes for 20 years

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, May 25, 2016**

1 and that is how they do all of their auto courts. He was surprised that Fieldstone was able to do
2 what they did and considered it a “travesty”.

3
4 Kory Luker commented that his concern with auto courts was the lack of a driveway. He also
5 recommended that issues with snow removal be addressed. He supported the 1:3 ratio but stated
6 that in some cases it may not be adequate. He commented that on his side of the street there are
7 two cars that do not fit in the garages.

8
9 There were no further public comments. The Mayor closed the public comment period.

10
11 **Ty Nielsen moved to approve the various amendments to Title 11-12 Parking Standards,**
12 **Title 11-8E-12-R-MF Parking Standards, and 11-11G-17 Off-Street Parking in the**
13 **Bluffdale City Code to provide standards for a variety of housing types including off-street**
14 **and guest parking requirements. Justin Westwood seconded the motion. Vote on motion:**
15 **Boyd Preece-Aye, James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan**
16 **Jackson-Aye. The motion passed unanimously.**

17
18 **7. Consideration and Vote on a Resolution Authorizing the Execution of an Interlocal**
19 **Cooperation Agreement with Jordan School District for a Trail Easement and**
20 **Related Improvements, Staff Presenter, Jennifer Robison.**

21
22 Mrs. Robison presented the staff report and stated that the previous night the Jordan School
23 District met and approved the easement for a trail to provide a connection to the City Park Trail
24 and an east west connection, which is difficult to obtain. There was also discussion about
25 providing access off of the parking lot for major events. It was noted that staff had been working
26 on the proposal for over one year. The school will still own the property and provide an
27 easement to provide the trail access.

28
29 Mrs. Robison stated that construction would have to be completed by the time school begins in
30 August. Work was expected to commence on July 2. Impact fees were allocated for some City
31 Park and Rodeo Area improvements. The location of the 10-foot asphalt trail was identified.

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, May 25, 2016**

1 The existing fence will remain on the north side and an additional fence will need to be installed
2 on the opposite side of the school property. Parents expressed concern about their children
3 gaining access.

4
5 In response to a question raised by the Mayor, Mrs. Robison commented on a box owned by
6 CenturyLink that cannot be moved. Mayor Timothy asked about the specifics of the Franchise
7 Agreement with CenturyLink. City Attorney, Vaughn Pickell, stated that the agreement refers to
8 anything in the public ways such as street rights-of-ways.

9
10 Mr. Reid asked about lighting. Mrs. Robison stated that staff spoke to Sergeant Taylor about
11 lighting. His suggestion was to provide it. Mrs. Robison indicated that a quote was received for
12 lighting consisting of a 10-foot pole with LED lights. Staff will propose both options to the City
13 Manager. Mayor Timothy suggested input also be received from the residents. Mr. Reid
14 suggested they not have lighting because the trail leads into an area that does not have it. The
15 result would be to attract people down the trail where they eventually would find themselves in
16 the dark. If lighting is not installed, the Mayor recommended putting in conduit to allow for it
17 later.

18
19 Ty Nielsen commented on the law regarding root growth on an adjacent property and stated that
20 once it crosses the property line, the property owner has the prerogative to do with it as he
21 pleases. If, however, he kills the tree, the neighboring property owner could be liable. The
22 Mayor asked how children can be protected during construction. It was recommended that a
23 construction fence be installed. City Engineer, Michael Fazio, stated that it would be bid out.

24
25 Mrs. Robison identified a new access that will be created at the arena for large events. A gate
26 will be located on the southeast corner of the property. The sidewalk will remain open at all
27 times and will not be gated. The cost will not be shared. Mrs. Robison explained that when the
28 City changed their mind about the rodeo arena access, the school installed curb and gutter around
29 the entire property so that drop offs and pick-ups can take place on the south end as well. 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, May 25, 2016**

1 school is providing the land. Mrs. Robison reported that final construction numbers have not yet
2 been completed. They believe it will be a great asset to help the community have more access.

3
4 **Ty Nielsen moved to approve the resolution authorizing the execution of an Interlocal**
5 **Cooperation Agreement with Jordan School District for a Trail Easement and Related**
6 **Improvements. Justin Westwood seconded the motion. Vote on motion: Boyd Preece-Aye,**
7 **James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan Jackson-Aye. The**
8 **motion passed unanimously.**

9
10 **8. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
11 **Staff Presenters, Blain Dietrich and Michael Fazio.**

12
13 Public Works Operations Manager, Blain Dietrich, discussed the issue of staffing. In the budget
14 he requested two new staff members in the Public Works Department; one new full-time Parks
15 Worker and one new full-time Streets Worker. The request was due to a significant increase in
16 the number of parks. Staff has 40 acres of lawn to mow and 80 acres of park to maintain. In
17 addition, there are about 150 acres of open space. Currently, there are four full-time employees.
18 The proposed new hire would increase that number to five.

19
20 Mr. Dietrich stated that planning was underway for a splash pad, which would be enjoyed by the
21 citizens but will require maintenance by staff. Another Parks Worker will likely be needed once
22 the splash pad is operational and to maintain additional parks that will come on line. Currently
23 the department has three seasonal workers who are college students.

24
25 Mr. Dietrich described the next request for Streets and explained that they have changed some
26 streetlights out to LEDs and converted one subdivision. They also met with Rocky Mountain
27 Power officials and found that there is some incentive money remaining to change streetlights
28 over to LED. The hope was to recapture funds through that project. In addition, \$200,000 was
29 budgeted above and beyond the \$100,000 from last year that was not spent. Currently, there are
30 two full-time employees in the Parks Department and three in the Streets Department.

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, May 25, 2016**

1
2 Mr. Dietrich explained that equipment is often funneled from one department to another. The
3 intent is to take two trucks from the Water Department and move them to Animal Control. To
4 replace the trucks in the Water Department staff is asking to acquire a panel truck and dump
5 truck. Mr. Dietrich felt they could be more efficient with a panel truck that is not as large as the
6 crane truck.

7
8 Mr. Dietrich explained that the tilt trailer backhoe is large enough to haul the backhoe. The
9 Mayor expressed support for that purchase. With regard to the street sweeper, it is very useful
10 and gets a lot of use. The sterling dump truck was next discussed. Mr. Dietrich stated that they
11 have a 2001 truck with a salter that is in poor condition. Staff continues to maintain it but at
12 some point it will need to be replaced. A paint sprayer was also requested to keep parking lots
13 and crosswalks maintained.

14
15 Mr. Dietrich reported that the Rodeo Committee proposed the purchase of a groomer that was
16 approved by the City Council. Mr. Reid reported that a consultant was hired to help with the
17 Rodeo Committee who is a salesman for Black Widow and Arena Blend. Mayor Timothy stated
18 that that particular brand of groomer was discussed frequently. The Arena Blend had also been
19 sought after since before the consultant was hired. Ty Nielsen stated that he has used the Black
20 Widow and found it to be of very high quality. Mr. Reid stated that they are purchasing an
21 \$8,000 groomer and will need to buy a \$40,000 to \$100,000 tractor to pull it. City Treasurer,
22 Bruce Kartchner, stated that he has seen used Black Widows for sale from time to time.

23 Mr. Dietrich was not proposing to get rid of the current tractor and recommended it be kept as a
24 backup along with the current groomer. He suggested a foil mower be put on the existing tractor
25 in order to do more mowing along the trails than has been done in the past and keep it in use.
26 Mr. Reid recommended that the tractor remain attached to the arena since the rodeo grounds
27 needs to be groomed almost daily.

28

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, May 25, 2016**

1 Mr. Dietrich stated that another mini-excavator was requested. Mayor Timothy supported that
2 expenditure. One more mule was also proposed to be used at the park. Mr. Dietrich stated that
3 the demand is greatest during major events.

4
5 Mayor Timothy commented on priorities following a winter storm. He observed that the City
6 has numerous trails that are not being plowed over the winter. He asked Mr. Dietrich to find a
7 snow blower that will be safe for use around the public. Snow removal issues were discussed.
8 Snow removal with a snow blower versus a plow was discussed.

9
10 Various projects were discussed. Mr. Dietrich reported on the carport used by the Police and
11 Fire Departments. There was discussion about adding a second one. Mr. Reid commented that
12 once the City has its own police force they will want a fenced off area to store vehicles that are
13 impounded. The area would be an extension of the existing carport and expand the parking lot.

14
15 Mr. Dietrich next reported on the storm drain project to fix the undersized pipe and keep the
16 storm water from flooding homes. Mr. Reid stated that a property owner agreed to work with the
17 City and cover the cost of storm drain through his property since he eventually wants to develop
18 it.

19
20 Mr. Dietrich reported on parks and stated that the parking in the Main Park needs to be
21 completed. A new stage pavilion was also built that Mr. Dietrich hoped to obtain lighting for. It
22 had been funded a few times but never completed. The intent was to complete it with the City
23 Hall Project.

24
25 Mr. Dietrich stated that no heat was put into the Parks Building due to lack of funds, however,
26 staff felt they could run a gas line and install overhead heaters in the building to help provide a
27 place in the winter for work to be done on trucks. The Parry Farms Park was next discussed.
28 The detention pond was expanded but all of the work had not yet been completed. The Mayor
29 commented that the residents expect the City to complete the park. Mr. Dietrich stated that 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, May 25, 2016**

1 HOA has been very good to work with and even helped with Spring Cleanup. They have also
2 offered to participate in the cost of the improvements. Mr. Reid indicated that two years ago
3 they offered to contribute \$40,000 toward the park.

4
5 Mayor Timothy indicated that he has not gotten a response on the restroom improvements.
6 Mr. Reid stated that the goal was to get Salt Lake County to participate. Possible alternatives
7 were discussed. Mr. Dietrich hoped to continue moving forward with the improvements if
8 funding is available. Mayor Timothy stressed the importance of moving forward.

9
10 With regard to the Vintage Park, it was discovered that it is not in the Impact Fees Facilities Plan
11 (IFFP) scheduling. He thought there was a desire to keep it moving forward. A consultant was
12 hired who provided five different scenarios. Mr. Reid reported that the goal is to redo the IFFP,
13 which is a four to six-month project. Bruce Kartchner was asked to review the Park Impact Fees
14 and determine how much belongs to Independence and how much can be diverted from
15 Independence to spend elsewhere. They need to come up with a dollar amount and then a
16 priority list. Mr. Dietrich gave a brief history of the Vintage Park and stated that it was never
17 owned by Johnny Loumis and was donated to the City by the developers with the caveat that it
18 be developed as a park. It was noted that it was former Parry property.

19
20 Water projects were next discussed. Mr. Dietrich reported that water deficiency projects were
21 funded. Staff had been working with Horrocks Engineering on water and easement issues.
22 Mr. Reid explained that there is a water line deficiency where there is a two-inch line and they
23 need an eight-inch line. It cannot be funded with impact fees and involves deficiencies in the
24 system. As a result, the cost has to be paid for out of the Water Fund. Currently, there is
25 \$800,000 for the identified projects. The intent is to complete half of them this year and half
26 next year.

27
28 The SCADA system was next discussed, which controls the water system. It can detect when the
29 pumps are running, what level the tanks are at, if there are breaks in the line, and what 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, May 25, 2016**

1 pressures are. The system notifies Mr. Dietrich if there is a problem. Mayor Timothy stated that
2 the system is required for the tracking of the water conservation goal. Mr. Dietrich reported that
3 the second pump station is added down Narrows Road known as the Redundant Source Project.
4 Jordan Valley Water Conservancy District was 18 months behind providing the City with water
5 although the City’s pump system was in place. Testing began in February and now that the
6 pumps can be run they can fine-tune and complete the SCADA system.

7
8 Mr. Dietrich stated that because of growth and development, the Water Department went over
9 budget in new infrastructure. The good news was that they collect fees for every water meter
10 and brought in more than was projected.

11
12 Mr. Reid commented that there was discussion about hiring a person to serve as the Fleet
13 Manager. He reached out to Dick Bell who previously worked as a Fleet Manager for the
14 County. He indicated that Mr. Bell agreed to help the City perform general maintenance of its
15 fleet. He remarked that the Rodeo Arena needs more work and direction from the Council. In
16 particular, the bleachers, snack shack, parking lot, restroom, and area around the arena were of
17 concern. Mr. Reid explained that over the past several budget seasons they have had some of the
18 work budgeted and then pulled back. There have also been differences of opinion about what
19 should be the ultimate finished product.

20
21 Mr. Dietrich reported that a representative from a bleacher manufacturer will be meeting with
22 staff who will prepare the final numbers based on the direction given at the last meeting. He
23 estimated the cost at \$1.4 to \$1.9 million depending on the number of seats and whether the
24 bleacher is covered or not. That was something that more guidance and direction was needed on.
25 Mr. Reid stated that the Arena Committee came back with a vision of what a 5,000 seat arena
26 would look like and cost. They estimated the cost to be \$3.9 or \$4.9 million for a 5,000-seat
27 arena. Staff was not sure the City wanted to be able to seat so many people. Mayor Timothy did
28 not think that was an Arena Committee recommendation.

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, May 25, 2016**

1 Mr. Reid stated that before proceeding to replace the bleachers they need to come to grips with
2 whether to take the current 2,000-seat rodeo arena and increase it to a 3,500 to 5,000-seat event
3 or keep it as a rodeo arena for small events. Staff was focusing on bleachers and coming in with
4 various sizes and costs. Mr. Reid asked people to watch and observe how many parking spots
5 around the arena can be identified. If a 5,000-seat arena is built, parking will be an issue and
6 people will have to park on 15000 South.

7
8 Alan Jackson commented that Old West Days is growing every year and the decision should
9 partially be based on how big they want it to get. Justin Westwood asked about the County
10 Equestrian Park. Mr. Dietrich indicated that he had heard that they plan to tear it down. There
11 was a lot of public outcry that resulted in the decision to keep it for the time being. Mr. Reid
12 commented that horse enthusiasts use the arena every weekend. In order to justify the cost of a
13 5,000-seat arena they may need to bring in events during the summer months, which may keep
14 horse enthusiasts from using it. Mr. Dietrich reported that he had been involved in the arena
15 discussion from the beginning. Former Mayor Nelson acquired the bleachers as surplus. They
16 are an old scaffolding type of system that no longer meets OSHA standards and requires a
17 significant amount of maintenance.

18
19 In response to a question raised by Alan Jackson, Mr. Reid stated that the bleachers are filled at
20 least once annually for the demolition derby and are nearly filled for the rodeo. No other event
21 that he was aware of seats more than 500 people. Mr. Dietrich reported that he had been
22 contacted by organizations that love the dirt and arena but do not like the bleachers. With a
23 better bleacher system and more seating he thought they would bring in more good horse events.

24
25 Mrs. Robison was asked to comment on the pros and cons of arena versus horse events since she
26 served on the Arena Committee. She clarified that she is not a horse person and does not use the
27 arena. Those who want the arena want it to be more local so that they can use it on a daily basis.
28 The Arena Committee has not met for some time so she was not sure if their feelings had
29 changed. Mr. Reid was depending on Mr. Kartchner to specify how much is actually available.

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, May 25, 2016**

1 If it is the second, third, or fourth priority the matter could be brought back to the Council in
2 February for a budget adjustment. Another option was to do a special budget adjustment
3 anytime the Council is ready to move forward if they are not prepared to do so by the second
4 meeting in June when the budget is approved. Concern was expressed with trying to attract large
5 events and not allowing horse people to use the facility on a daily basis. If events are sought
6 after there will need to be someone to oversee recruiting and marketing.

7
8 City Engineer, Michael Fazio, commended Mr. Dietrich and the Public Works Department for
9 their outstanding work. A summary was given on various projects. With regard to road
10 maintenance projects, Mr. Fazio stated that most of the roads in Bluffdale have recently been
11 slurred and crack sealed. Staff was working with the County on road maintenance work. The
12 Noell Nelson Drive project was described. Mr. Reid reported that it was design ready two years
13 ago but there were issues with land acquisition.

14
15 With regard to 13970 South, it was reported that the City is in the process of revising the plans
16 for Smith's Marketplace. It was clarified that the developer is building the project and the City is
17 providing reimbursement. With regard to the light at the intersection, the City has a three-way
18 agreement with UDOT who will provide all of the infrastructure. Bluffdale City and Woodbury
19 will split the cost of the labor to install it.

20
21 Porter Rockwell Boulevard Segment 3 was next discussed. Mr. Fazio explained that the
22 relocation of two high voltage transmission power poles owned by Rocky Mountain Power will
23 cost the City approximately \$750,000. The cost to relocate the high pressure gas lines is
24 \$30,000. The City approved \$2.4 million for the project. Work was to begin in June.

25
26 With regard to Porter Rockwell Boulevard, Segment 5, a consultant was selected to complete the
27 design. It was estimated that \$5 million was needed to complete the project. The goal was to
28 have the design completed by November at which time it would be put out to bid.

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, May 25, 2016**

1 Mr. Fazio reported that \$400,000 was budgeted for the project to add additional lines for the
2 storm drain work in White Tail Cove. Coordination was underway with Jay Page to complete
3 the design. The hope was that funding would be obtained from the State or UDOT to help with
4 various projects. It was noted that there are gaps in the sidewalk along 13800 South and in the
5 sidewalk on 14000 South near North Star Academy.

6
7 Mr. Fazio indicated that he would like to continue the GIS program and reported that he was
8 working with a consultant on the matter.

9
10 James Wingate identified the biggest traffic problem in the City as the intersection at 14400
11 South and 1690 West. He asked if money was set aside to provide for a consultant. Mr. Fazio
12 stated that staff was working with a consultant in an effort to construct a roundabout. Mr. Reid
13 stated that it is not a City road so very little work has been done on it.

14
15 Mr. Fazio commented on the proposed traffic light at the trestle. He reported that a permit was
16 applied for with UDOT. The City hopes to get some participation from UDOT. The current
17 plans include a motion detection system that will alert trucks to use the roundabout or change
18 direction. Mr. Reid recommended installing the traffic semaphore but leaving the detection
19 system off until money is received for the exchange. Mr. Fazio stated that the County has a
20 program for traffic lights and can install them at a reduced cost. He proposed entering into an
21 agreement with Salt Lake County to maintain the traffic light. The County has its own installers
22 and are much less expensive than commercial installers. Mr. Reid offered to provide the cost
23 difference information and then let the Council decide. The estimated cost was \$250,000.

24
25 Boyd Preece displayed an aerial photo and indicated that a ramp is needed on the corner of Battle
26 Drive to access the park and walking trail. There are also trail systems throughout Independence
27 that do not have connectivity across roads. He suggested ramps be constructed to provide trail
28 connections along Allegiance Drive. Mr. Reid agreed to include the projects discussed in 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, May 25, 2016**

1 budget after which the Council can vote on them. Boyd Preece also voiced concern over a proper
2 crossing of Porter Rockwell for parents walking children to school from the Bluffdale Heights
3 Neighborhood. He suggested that a trail could possibly be installed as an additional work order
4 with the Porter Rockwell Boulevard segments. There was not a resolution proposed with the
5 Porter Rockwell crosswalk yet other than it warrants further investigation and consideration.

6
7 Mr. Reid explained that staff’s intent is to come back in two weeks and have the Council weigh
8 in on the proposed budget expenditures. A decision needs to be made on the Rodeo Arena. He
9 questioned whether there was enough time between now and next month to adequately study the
10 issue. If that is the case, it could be removed from the budget and discussed separately. Mr.
11 Reid wanted to see the bleachers completed but indicated that regardless they will not be done
12 for the August events. His suggestion was that they come back in August and September and
13 address it.

14
15 Accountant/HR Administrator, Stephanie Thayer, indicated that the budget numbers keep
16 changing as staff works through it. Mr. Reid stated that staff’s intent is to include a budget
17 worksheet in the packet. If updates occur between then and the following Wednesday, a
18 summary sheet will be distributed. It was noted that the new budget will be made available in
19 Dropbox.

20
21 **LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING**

22
23 **1. Roll Call.**

24
25 All Members of the Local Building Authority were present.
26

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, May 25, 2016**

1 **2. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
2 **Staff Presenters, Blain Dietrich and Michael Fazio (LBA FY 2017 Final Budget**
3 **Discussion Held in Conjunction with the Budget Presentation and Discussion).**
4

5 The above matter was discussed as part of the Regular Meeting. There were no additional
6 comments.

7
8 **3. Adjournment.**
9

10 The LBA Meeting was adjourned.
11

12 **BLUFFDALE CITY REDEVELOPMENT AGENDA BOARD MEETING**
13

14 RDA Chair, Ty Nielsen, assumed the Chair.
15

16 **1. Roll Call.**
17

18 All Members of the Bluffdale City Redevelopment Board were present.
19

20 **2. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
21 **Staff Presenters, Blain Dietrich and Michael Fazio. (RDA FY2017 Final Budget**
22 **Discussion Held in Conjunction with the Budget Presentation and Discussion).**
23

24 The above matter was addressed as part of the Regular Meeting. There were no additional
25 comments.

26
27 **3. Adjournment.**
28

29 The RDA Meeting was adjourned.
30

31 **CONTINUATION OF BUSINESS MEETING**
32

33 Mayor Timothy resumed the Chair.
34

35 **9. Mayor's Report.**
36

37 Mayor Timothy reported that there has been a renewed interest in the Jordan River Commission.

38 At the first City Council Meeting in June they will make a brief presentation. Mr. Kartchner will

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, May 25, 2016**

1 take their agreements and current documentation and provide the Council with a synopsis from a
2 Finance Director’s perspective.

3
4 The Mayor commented on the Meet the Mayor issues and stated that there have been some
5 setbacks involving a Falls at Boulden Ridge resident who is in violation. The Mayor explained
6 that laws are in place and it is the responsibility of the person doing the work to follow the rules.
7 Safety issues the City is aware of will be enforced, however, issues such as sheds being built on
8 an easement will be a lower priority.

9
10 **10. City Manager’s Report and Discussion.**

11
12 Mr. Reid reported that at the most recent County Council Meeting the County Council approved
13 \$1.5 million in transportation funds for Bluffdale. They have been working on the matter with
14 Greg Curtis for about 18 months. Given the way funds are processed, he was not sure when it
15 should be budgeted.

16
17 Mr. Newman met with staff about Noell Nelson Drive and committed to build a road. He agreed
18 to call back the next day to provide staff with the final numbers. That was about one week ago
19 and staff has not heard back. A different bid was obtained. Mr. Reid explained that the
20 Westgate property has a 100-building permit limit. In order to proceed they need the road built.
21 Cost estimates were to be included in a Reimbursement Agreement in order to move forward.
22 Mr. Reid stated that they are putting a tar type of material down along with the insulation and
23 backfilling them. The backfill was nearly complete. The sub rough plumbing and electrical was
24 going in currently.

25
26 Mr. Reid reported that the City Offices will be closed on Memorial Day. That same day at
27 9:45 a.m. at the Bluffdale City Cemetery, the American Legion will make a presentation. A tent
28 would also be set up for veterans. Mr. Reid commented that the Parks Department does a
29 marvelous job of getting the cemetery ready for Memorial Day.

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, May 25, 2016**

1 Mr. Reid indicated that the Demolition Derby is scheduled for Saturday, June 11. He spoke to
2 Rick Crane about obtaining tickets for the Council.

3
4 The first Movie in the Park was scheduled for Friday, June 10 at the City Park at dusk.

5
6 With regard to the gate at The Bluffs Apartments, Mr. Reid spoke to the Fire Chief earlier in the
7 day who indicated that a new gate is nearly done and should be installed in the next few days at
8 The Bluffs Apartments. At one point the City donated a camera system to them so that they
9 could focus one of the cameras on the gate because there had been ongoing problems with it.

10
11 Mr. Reid commented on reduced speed warning signs on Loumis Parkway and stated that they
12 are on order. The other signs have already been installed.

13
14 **PLANNING SESSION**

15
16 Boyd Preece commented on the recent DARE graduation and stated that he and Alan Jackson
17 both attended.

18
19 James Wingate commented on the trestle with respect to trucks and stated that one of the issues
20 is that their navigation/GPS system routes them that way. He contacted several data providers
21 who sell the mapping data to the GPS companies. Some did not realize that it is an underpass
22 and thought it was a regular street level crossing. Council Member Wingate contacted several
23 companies including Google and Garmin to report what the actual clearance is. He also provided
24 them with photographs.

25
26 Council Member Wingate reported that he received an email from a Parry Farms resident who is
27 concerned about noise from Porter Rockwell Boulevard when Segment 5, south of Parry Farms
28 is built. She asked that action be taken to mitigate the noise. James Wingate recommended the
29 Council communicate expectations about what kind of noise mitigation will take place. Mayor
30 Timothy stated that when Parry Farms was built, Porter Rockwell Boulevard was in their
31 backyards. In 2010, UDOT moved it to the current alignment so that it was not as close. With

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, May 25, 2016**

1 regard to a sound wall, if UDOT were constructing the road they would not build a sound wall.
2 Mr. Reid recommended that Mr. Fazio look into the criteria required. Mr. Fazio stated that the
3 issues were studied during the environmental process where they thoroughly analyzed the entire
4 area in Segment 5. Meetings were held with neighbors and they showed that there would not be
5 an impact. The Mayor pointed out that the road was planned before the homes were built there.
6 He remarked that there is some liability when someone buys a home next to a future road.

7
8 Mayor Timothy commented earlier about a resident who complained that Redwood Road and
9 Camp Williams Road being the same is very confusing. When people use a GPS to find
10 Redwood Road they cannot find the resident's home, however, when they use Camp Williams
11 Road his home is shown in an incorrect location. James Wingate stated that the problem can be
12 solved by using an alias.

13
14 **11. Planning Session to Discussion Potential Special District (SD) Zoning Designation**
15 **for Independence Park, Located at Approximately 14950 South Noell Nelson Drive,**
16 **Dave Tolman and Steve McCutchan, Applicants.**

17
18 Mr. Tolman gave an overview of the Potential Special District Zoning Designation and stated
19 that they have been working on the proposal for some time. The location of the property was
20 identified and is on the east side of Noell Nelson Drive. The Rocky Mountain Power Corridor
21 was shown as well as the East Jordan Canal. Two options were presented. The current proposal
22 involves a single-family detached product. The layout of the community was shown with larger
23 lots in yellow and smaller lots in orange. The proposed Fire Station was also shown. A private
24 park was proposed as well as a trail that will connect to the trail system. Mr. Tolman stated that
25 they feel that what is proposed will be a nice addition. With all of the homes in the area he
26 thought it would be beneficial.

27
28 Details of the proposal were described. For example, the HOA will manage the park and the trail
29 system will connect to the Independence Trail System. It could connect to Westgate by crossing

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, May 25, 2016**

1 the street. The intent was to notify people of connectivity to trails and ensure safety from heavily
2 traveled roadways.

3
4 They included architectural upgrades in the package, enhancements to exterior materials, and
5 additions to end units that run along Noell Nelson Drive. They also proposed enhancements to
6 fencing. Trex fencing was proposed. Mayor Timothy commented on fencing and stated that he
7 had not received complaints about Trex because of cost, however, there are other composite
8 fencing materials that are not the Trex brand that are similar and much cheaper.

9
10 Mr. Tolman stated that he and his partners spent a lot of time looking at all of the composites and
11 found none that matched the look and quality that Trex offers. The price was negotiated with
12 CFC that reduced the price from \$55 to \$45 per foot. The other composite fencing would not be
13 much of a savings at \$25 to \$38 per foot. For a slightly higher cost, the quality would be much
14 better. Mr. Tolman recommended that builders be upfront with potential buyers about the cost
15 and allow them to include that amount in their loan if they desire and avoid coming up with the
16 cost upfront.

17
18 Mr. Tolman stated that the previous week he spoke with several homeowners about the situation
19 and let them know that they received rear yard landscaping as part of the purchase. If they had
20 not provided that, the builder would have been required to install the Trex fencing. He felt that
21 most of the time it was a matter of communication. He felt strongly that the enhancements were
22 given in exchange for density. Mayor Timothy liked the extras included in the project and the
23 Trex fencing.

24
25 Mayor Timothy commented that he would not object to the fencing being included in the
26 purchase price. This would also ensure that it is included in the loan. Mr. Tolman agreed to
27 consider it going forward. Cost issues were discussed.

28

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, May 25, 2016**

1 Mr. Tolman asked about the Fire Station being located in the middle of a residential area and if
2 that was of concern to the Council. Alan Jackson did not have an issue with it. Mr. Tolman
3 stated that he addressed it with the builders who were all supportive. He considered it to be a
4 benefit to the neighborhood. The Mayor liked the idea but hoped the firemen would be
5 considerate of the siren going off during late night hours.

6
7 Kory Luker, a Planning Commission Member and Republic Drive resident, commented on the
8 trail connection that runs from Independence through the RMP easement.

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

15
16 A Closed Meeting was not needed.

17
18 **13. Adjournment.**

19
20 The City Council Meeting adjourned at 10:38 p.m.

21
22
23
24 _____
25 Wendy L. Deppe, CMC
26 City Recorder:
27
28 Approved: _____

Agenda Item 3.2



Memo

Date: June 16, 2016

From: Michael Fazio 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Independence Plat L and N-1 Subdivision Preliminary Acceptance

City Engineering/Public Works has inspected the Independence Plats L and N-1 subdivision improvements and verified they meet the City specifications and requirements (see attached memos from Leonard Hight and Kurt Deters.)

I recommend preliminary acceptance of the inspected completed work and beginning the warranty period effective June 23, 2016.

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



Memo

Date: June 3, 2016

From: Leonard Hight

To: Michael Fazio

CC: Chris Cozens

RE: Punch list for phase L Independence

Michael, all improvements have been completed with the exception of the survey monuments and the lights. The monuments have been surveyed and the lights are standing but not energized. When the two items are complete I will send a Memo stating the completion.



Memo

Date: June 16, 2016

From: Kurt Deters 

To: Michael Fazio

CC:

RE: Punch list for phase L Independence

Michael,

On June 16th I inspected the survey monuments and lights in Independence Plat L. The location for the survey monuments has been staked and they will be installed once the Plat is recorded. The street light is powered and working.

As these were the two remaining items on the punch list, I recommend preliminary acceptance of the subdivision.



Memo

Date: June 3, 2016

From: Leonard Hight

To: Michael Fazio

CC: **Chris Cozens**

RE: Punch list for N-1 Independence

Michael, all improvements have been completed with the exception of the survey monuments and the lights. The monuments have been surveyed and the lights are standing but not energized. When the two items are complete I will send a Memo stating the completion.



Memo

Date: June 16, 2016

From: Kurt Deters *K.D.*

To: Michael Fazio

CC:

RE: Punch list for phase N-1 Independence

Michael,

On June 16th I inspected the survey monuments and lights in Independence Plat N-1. The location for the survey monuments has been staked and they will be installed once the Plat is recorded. The street light is installed and will be powered on June 20th as per the Rocky Mountain Power schedule.

We don't foresee any complications or delays with the street lights and as these were the two remaining items on the punch list, I recommend preliminary acceptance of the subdivision.

Agenda Item 3.3



THE CITY OF BLUFFDALE

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

To: Mayor and City Council Bluffdale City

Date: June 8, 2016

From: Judge Scott J Mickelsen

Through: Vaughn Pickell

Re: Surplus of old metal detector

The Court has recently replaced our metal detector. The old one is not working and would not be cost effective to repair. It was our intent to destroy the malfunctioning unit until Protective Technologies International, the supplier of the new machine, offered to purchase it. They have offered \$350 for the old machine.

I would recommend that the old unit be declared as surplus equipment. The unit is a Garrett PD6500i and the serial number is #35129669. I recommend accepting the offer from PTI International. Their bid is attached.

Respectfully,

A handwritten signature in cursive script that reads 'J Mickelsen'. The signature is written in black ink and is positioned above the printed name.

Judge Scott J Mickelsen



Protective Technologies Int'l
9456 North Shiloh Way
Eagle Mt. Utah, 84005
801-280-9997
www.pti-world.com

Bid

Company: Bluffdale City
Name: Scott Mickelsen

Date: 6/7/16

Project Title: Metal Detector

Project Description: Security Product Quote



PTI would like to purchase old unit from Bluffdale City.

Description	Quantity	Unit Price	Cost
Old Garrett PD6500i (needs repairs)	1	\$ 350.00	\$ 350.00
Specs: http://pti-world.com/wp-content/uploads/2014/04/s_pdi_specification1.pdf			
Includes:			
• 2 yr warranty			
• Operational manual			
• Easy setup guide			
		Subtotal	\$ 350.00
		Online Tax	\$ 0.00
		Total	\$ 350.00

Thanks for your business. It's a pleasure to work with you on this project. Let us know if you have any questions.

Voting by the City Council:

Aye

Nay

Councilmember Jackson

Councilmember Nielsen

Councilmember Preece

Councilmember Westwood

Councilmember Wingate

EXHIBIT A

SURPLUS PROPERTY

1. Miscellaneous computer and electronic equipment
2. Scrap metal
3. Miscellaneous furniture
4. Metal detector, Garrett PD6500i

Agenda Item 4

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Paul Douglass, Associate Planner
Date: 16 June 2016
Business Date: 22 June 2016
Subject: Debbie Holt Petition of Vacation
Staff Presentation: Paul Douglass
Applicant Presentation: Debbie Holt

RECOMMENDATION: To approve the vacation of a portion of 1690 West Street at approximately 14353 South 1690 West, as recommended by the Planning Commission.

BACKGROUND AND FINDINGS:

This vacation petition was originally brought to the Planning Commission on January 6th, 2016. The Planning Commission voted to table the petition “to give Ms. Holt and the City time to do more document comparison.” Research has been done between Debbie Holt and the City and found a warranty deed from 2012 and a quit claim deed from 1998 that have contradicting legal descriptions. With this new information and documents the petition to vacate has been brought back to the city for consideration.

This vacation petition is requested in order to vacate the area of land between the section line and the area approximately one foot from the east right of way line (back of sidewalk) of 1690 West Street. This area is currently occupied by the house and front yard of the petitioner. When the right of way for the recent Loumis Parkway Project was surveyed it was found that the historical right of way varied from property to property. The adjacent properties north and south of the subject parcel also occupy to the east right of way line of 1690 West Street and their boundaries have been resolved and adjusted to 1690 West Street. This area has been occupied privately since the home was constructed in 1952.

Staff initially put forth these findings that could be utilized in support of this application if good cause was shown:

1. That good cause exists for the vacation of a portion of 1690 West Street and that the public interest or any person will not be materially injured by the vacation.
2. That this request will clarify the historical residential property line.
3. The proposed changes will not be detrimental to the health, safety, or general welfare of persons or property within the area.

PREVIOUS LEGISLATIVE/CITY ACTION

-6/15/16: Planning Commission recommended approval for a vacation of a portion of the ROW, 4-0.

SUPPORTING DOCUMENTS

-Planning Commission Staff Report
-Proposed Ordinance, with exhibits



THE CITY OF BLUFFDALE

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

STAFF REPORT

15 June 2016

To: City of Bluffdale Planning Commission

Prepared By: Paul Douglass, Associate Planner

Re: 1690 West Street Vacation

Application No: 2015-62

Applicant: Debbie Holt

Locations: Approximately 14353 S 1690 W

Zoning: R-1-10

Requests: To approve the vacation of a portion of 1690 West at approximately 14353 S 1690 W.

SUMMARY AND BACKGROUND

This vacation petition was originally brought to the Planning Commission on January 6th, 2016. The Planning Commission voted to table the petition “to give Ms. Holt and the City time to do more document comparison.” Research has been done between Debbie Holt and the City and found a warranty deed from 2012 and a quit claim deed from 1998 that have contradicting legal descriptions. With this new information and documents the petition to vacate has been brought back to the city for consideration.

This vacation petition is requested in order to vacate the area of land between the section line and the area approximately one foot from the east right of way line (back of sidewalk) of 1690 West Street. This area is currently occupied by the house and front yard of the petitioner. When the right of way for the recent Loumis Parkway Project was surveyed it was found that the historical right of way varied from property to property. The adjacent properties north and south of the subject parcel also occupy to the east right of way line of 1690 West Street and their boundaries have been resolved and adjusted to 1690 West Street. This area has been occupied privately since the home was constructed in 1952.

ANALYSIS OF VACATION

Lot Layout, Access, Etc. The home at 14353 S 1690 W is currently on a parcel of land containing 25,569.72 sq ft or 0.59 acres in area, more or less. The street vacation proposed consists of a portion of 1690 West containing 8,373 sq ft or 0.192 acres in area, more or less. The two parcels combined after the vacation would contain 33,949 sq ft or 0.779 acres in area, more or less. The

proposed vacation will bring the new property line to within one foot of the back of sidewalk. A concept site plan has also been attached which should help visualize how these parcels may look after the proposed vacation. The proposed legal description for the vacation has been verified by the Engineering Department to not include any portion of the road, curb, gutter or sidewalk.

After internal discussion, Staff is recommending that the vacation request be adjusted to less than 20' from the top back of curb of 1690 West. This allows for any potential future public road or utility uses, such as parkstrips or underground utilities.

STAFF RECOMMENDATION ON PROPOSED VACATION OF A PORTION OF 1690 WEST STREET

Staff recommends that the Planning Commission forwards a positive recommendation to the City Council for the vacation of a portion of 1690 West Street at approximately 14353 South 1690 West, application 2015-62, with the following condition and based on the following findings:

CONDITIONS

1. That the vacation request is adjusted to reserve all public right of way within 20' from the top back of curb of 1690 West.

FINDINGS

1. That good cause exists for the vacation of a portion of 1690 West Street and that the public interest or any person will not be materially injured by the vacation.
2. That this request will clarify the historical residential property line.
3. The proposed changes will not be detrimental to the health, safety, or general welfare of persons or property within the area.

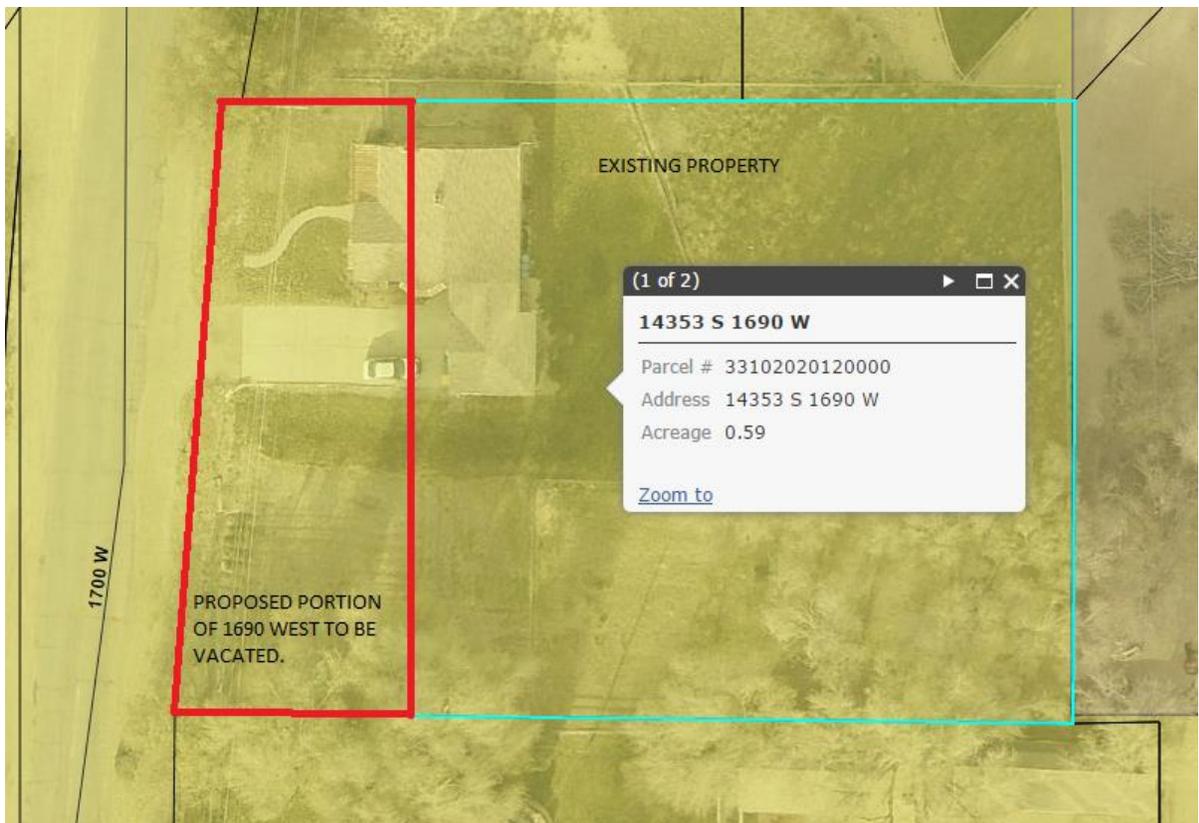
MODEL MOTIONS FOR SUBDIVISION

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the vacation of a portion of 1690 West Street located approximately at 14353 South 1690 West, application 2015-62 based on the conditions and findings presented in the staff report dated June 5, 2016, (*and as modified by the additional or revised findings*):”

1. List any additional findings...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the vacation of a portion of 1690 West Street located approximately at 14353 South 1690 West, application 2015-62, based on the following findings:”

1. List all findings...



CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2016-

AN ORDINANCE VACATING A PORTION OF THE RIGHT-OF-WAY OF A STREET KNOWN AS 1690 WEST LOCATED AT APPROXIMATELY 14353 SOUTH.

WHEREAS Ms. Debbie Holt (“Petitioner”) has submitted a petition to the City of Bluffdale (“City”) requesting the vacation of a portion of the 1690 West right-of-way adjacent to her property located at 14353 South 1690 West;

WHEREAS the City Council has reviewed the petition for the right-of-way vacation and has found that there is not a current or realistic future need for a portion of the right-of-way;

WHEREAS the proposed right-of-way vacation set forth herein has been reviewed by the City Council, and all appropriate public hearings have been held in accordance with Utah Code Ann. §§ 10-9a-609.5 and 10-9a-208 to obtain public input regarding the proposed public interest in the section of the right-of-way; and

WHEREAS the City Council finds good cause exists for the vacation and neither the public interest nor any person will be materially injured by the proposed vacation;

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

Section 1. Vacation of a Portion of the Right-of-way for 1690 West. The portion of the right-of-way for 1690 West located at approximately 14353 South, located more than 20 feet behind the existing sidewalk, is hereby vacated. Such area is more particularly described in the attached exhibit.

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: June 22, 2016.

Mayor

Attest:

[seal]

City Recorder

Voting by the City Council:

Yes No

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

EXHIBIT

**DESCRIPTION AND MAP OF
PORTION OF RIGHT-OF-WAY
TO BE VACATED**

R.O.W. VACATION
(For Debbie Holt)
Legal Description

A parcel of land located in the North Half of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah, and, more particularly described as follows:

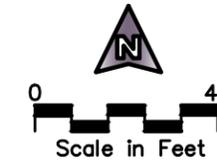
BEGINNING at a point on the Center Section line of said Section 10 which is 983.50 feet South 00°04'15" West along the section line from the Salt Lake County Survey monument marking the Center of said Section 10 (the basis of bearings is South 00°04'15" West between the North Quarter corner and the South Quarter corner of said Section 10), and running thence along the section line South 00°04'15" West 155.00 feet; thence North 89°55'45" West 40.92 feet; thence North 04°14'27" East 155.41 feet; thence South 89°55'45" East 29.62 feet to the POINT OF BEGINNING.

Contains 5,468 square feet or 0.126 Acres.

LEGEND

	SECTION LINE
	OVERHEAD POWER LINES
	RIGHT-OF-WAY LINE
	PROPERTY LINE

N. 1/4 COR. SEC. 10
T4S, R1W, SLB&M



BLUFFDALE
EST. 1848

CITY OF BLUFFDALE - R.O.W. VACATION

EXHIBIT A

REVISIONS			DESIGNED	DATE	PROJECT NO.
REV	DATE	BY	KT	06/21/16	N/A
			DRAWN	DATE	SHEET NO.
			KT	06/21/16	1 OF 1
			CHECKED	DATE	DRAWING NO.
			MF	06/21/16	N/A

Agenda Item 5

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Paul Douglass, Associate Planner
Date: 16 June 2016
Business Date: 22 June 2016
Subject: Johnson Anderson Subdivision General Plan/Zoning Map Changes
Staff Presentation: Paul Douglass
Applicant Presentation: Dale Bennett and Garth Johnson

RECOMMENDATION: To deny the amendment to the City of Bluffdale General Plan Land Use Map from Very Low Density Residential to Low Density Residential and the Official Zoning Map from R-1-43 Residential to R-1-10 Residential within the Johnson Anderson Subdivision as recommended by the Planning Commission.

BACKGROUND AND FINDINGS:

The proposed Johnson Anderson Subdivision is a 6.77 acre parcel at approximately 14780 S 1690 W. The applicant desires to facilitate development in this area of the community by changing the zoning from R-1-43 residential to R-1-10 Residential. In order to accomplish this, a series of legislative decisions need to be made by the City Council, after a recommendation from the Planning Commission. First, the land use map of the General Plan needs to be modified to facilitate zoning changes to facilitate the applicant's proposal. Second, the zoning map needs to be amended from R-1-43 residential to R-1-10 residential.

A motion to recommend denial was issued on the following findings:

1. That there was a lack of information presented to the Planning Commission for an adequate 2nd ingress and egress.
2. The amount of lots accessed on 1690 W would total 43 after the addition of the proposed subdivision. City Code allows 30 lots currently to be accessed off one ingress and egress.

PREVIOUS LEGISLATIVE/CITY ACTION

-6/15/16: Planning Commission recommended denial of the map changes, 3-1.

SUPPORTING DOCUMENTS

-Planning Commission Staff Report
-Proposed Ordinance; with exhibits



THE CITY OF BLUFFDALE

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

STAFF REPORT

9 June 2016

To: City of Bluffdale Planning Commission

Prepared By: Paul Douglass, Associate Planner

Re: Johnson Anderson Subdivision General Plan and Zoning Map Amendments

Application No.: 2016-23

Applicant: Dale Bennett and Garth Johnson

Location: Approximately 14780 S 1690 W

Zoning: Residential R-1-43; Proposed R-1-10

General Plan: Very Low Density Residential; Proposed Low Density Residential

Requests: 1. To amend the Land Use Element of the General Plan from Very Low Density to Low Density Residential; 2. To amend the Official Zoning Map from R-1-43 Residential to R-1-10 Residential;

SUMMARY & BACKGROUND

The proposed Johnson Anderson Subdivision is a 6.77 acre parcel at approximately 14780 S 1690 W. The applicant desires to facilitate development in this area of the community by changing the zoning from R-1-43 residential to R-1-10 residential. In order to accomplish this, a series of legislative decisions need to be made by the City Council, after a recommendation from the Planning Commission. First, the land use map of the General Plan needs to be modified to facilitate zoning changes to facilitate the applicant's proposal. Second, the zoning map needs to be amended from R-1-43 residential to R-1-10 residential.

While the applicant has provided a new illustration of a potential subdivision layout, this application does not constitute an official preliminary and final plat subdivision application and hasn't gone through full Staff review in that regard; that will be a subsequent process if this application is successful. The General Plan and Zoning decisions before the Council are policy based and relate to land use and zoning compatibility and the goals and objectives of the City. Broad discretion is allowed by the Council when making zoning and general plan decisions.

ANALYSIS

General Plan. The existing land use designation in the General Plan for the subject property is Very Low Density Residential. This designation allows for large-lot residential and agriculture.

The surrounding areas on the General Plan include Low Density Residential to the north and

Commercial and Very Low Residential to the west, and Very Low Residential to the south and east.

To facilitate the City's goal of having zoning be in accordance with the General Plan, a change to Low Density Residential on the General Plan is proposed, which would facilitate a rezoning to R-1-10 Residential. Low Density Residential has a recommended density range of 1-4 dwellings units per acre in the adopted general plan.

Existing Zoning Map. The existing zoning on the subject property is R-1-43 Residential; a residential zone that requires a minimum lot size of 1.0 acre. The stated purpose of the zone is to provide areas within the city for single-family dwellings on relatively large lots. Higher density development is discouraged in this zone due to lack of infrastructure and services. This area often borders agricultural areas where traditional agricultural pursuits can be encouraged and supported. Rezoning of land in the R-1-43 zone should be accomplished in an orderly manner to avoid undue and inefficient extension of city infrastructure and "leap frog" development patterns.

To facilitate a proposed subdivision development that does not consider agriculture or equestrian as a primary driver, the applicant is seeking R-1-10 zoning designation on the entire property which is consistent with zoning to the north along Redwood Road that include the R-1-10 Zone.

Site Layout, Access, Utilities. The subject property is located between Redwood Rd. and 1690 W along the Jordan Canal. Access to the parcel is from 14600 S onto 1690 W via a bridge over the canal. 1690 is a public street until approximately 14700 S (north of the property) where it runs along the canal and is owned by the South Jordan Canal Company. 1690 W runs south along the canal and exits near the Parry Farms Baseball Park however there is a gate on the southern end of the road that denies access. The proposed subdivision does show a stub to the north but cannot connect to Redwood Rd. because no public road exists to connect. New public road dedication for a new subdivision should be considered.

The proposed subdivision layout contains 23 lots. Currently 1690 W accesses 20 homes. With the addition of 23 lots from the Johnson Anderson Subdivision the road will be accessing a total of 43 lots. As per the City Code 12-5 Improvements: Any Subdivision, or portion of a subdivision, which cannot provide two (2) points of ingress and egress in a practical manner shall be limited to no more than thirty (30) residential lots or units. Increased density without a compliant secondary access may conflict with the ordinance.

Criteria for Approval. Proposed changes to the land use ordinances of Bluffdale, modifications to the General Plan, and Official Zoning Map are discretionary approvals, have no required findings. Broad discretion in interpreting the General Plan and the community's goals are given to the legislative body in amending the plan and ordinances. Public hearings are required at both the Planning Commission and City Council, before the Council decides to formally approve, deny, or modify the requests. Findings are always suggested so that the record can reflect the context of the decision.

RECOMMENDATION ON PROPOSED MAP CHANGES

Staff recommends that if the proposal is acceptable and for good cause the Planning Commission should forward a positive recommendation to the City Council for the Johnson Anderson Subdivision General Plan and Zoning Map amendments, application 2016-23, and create appropriate findings.

MODEL MOTIONS FOR MAP CHANGES

This application includes two separate items. The Planning Commission should first make a recommendation to change the General Plan for the subject property from the Very Low Density Residential to Low Density Residential. Then, The Planning Commission should make a recommendation to change the zoning for the subject property from the R-1-43 zone to the R-1-10 zone.

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Johnson Anderson Subdivision General Plan and Zoning Map amendments, application 2016-23, based on the following findings:”

1. List all findings...

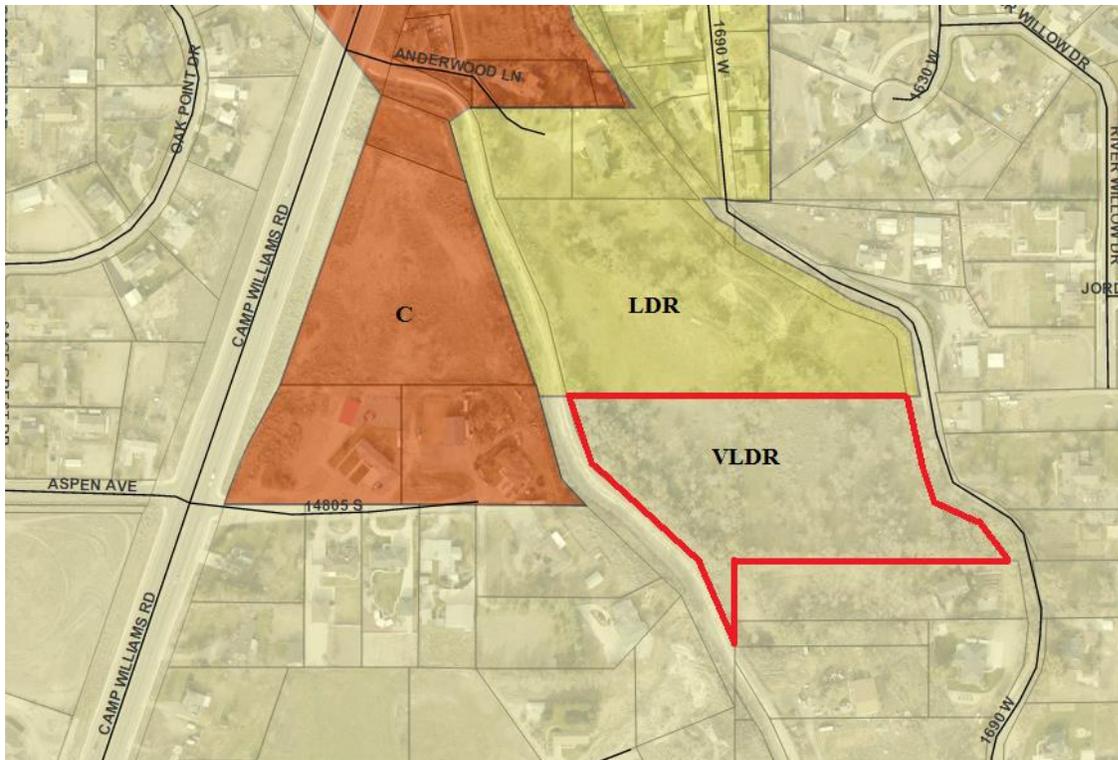
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Johnson Anderson General Plan and Zoning Map amendments, application 2016-23, based on the following findings:”

1. List all findings...

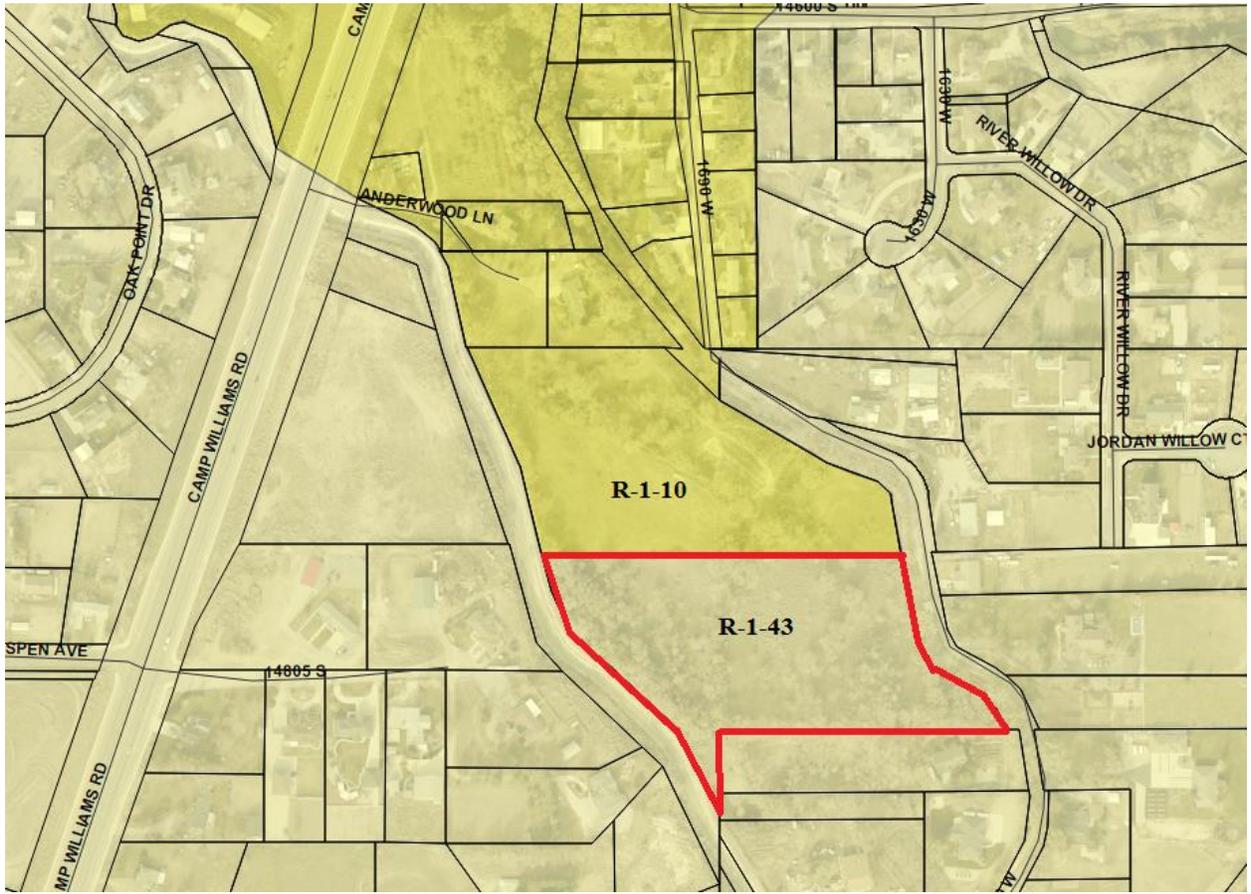
SITE PLAN



GENERAL PLAN



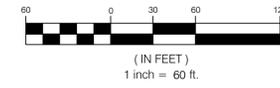
ZONING MAP



CONCEPT

LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH

GRAPHIC SCALE



NORTH



IMPROVEMENTS
 ASPHALT SQUARE FEET = 47,285 S.F.
 8" WATER MAIN LENGTH FEET = 2,715 FEET
 CULINARY LATERALS = 23
 SEWER LATERALS = 23
 STORM DRAIN PIPE LENGTH FEET = 1,665 FEET
 STORM DRAIN INLETS = 20
 STORM DRAIN MANHOLES = 6
 SQUARE FEET OF SIDEWALK = 16,579 S.F.
 SQUARE FEET OF CURB & GUTTER = 8,291 S.F.
 8" SEWER MAIN LENGTH FEET = 1,667 FEET
 4" SEWER MANHOLES = 6
 5" SEWER MANHOLES = 3

NO.	DATE	DESCRIPTION
1	08/04/2015	CONCEPT

SCALE MEASURES 1" ON FULL SIZE SHEETS
 ADJUST ACCORDING FOR REDUCED SIZE SHEETS

BENCHMARK ENGINEERING & LAND SURVEYING & CIVIL
 910 SOUTH STATE STREET SUITE # 100
 SANDY, UTAH 84070 (801) 5427192
 www.benchmarkcivil.com

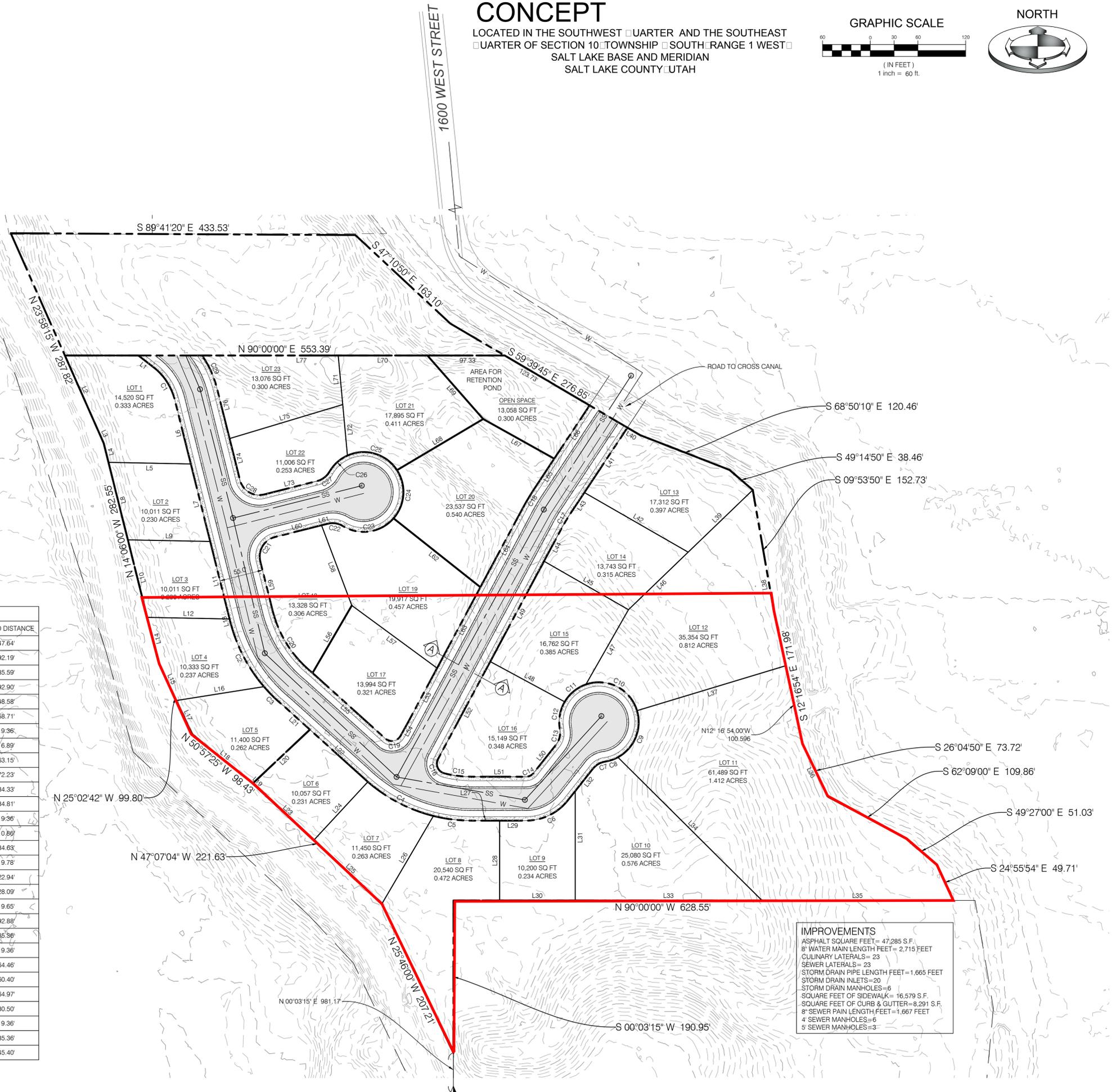
GARTH JOHNSON
 14653 S CAMP WILLIAMS RD. AND 14780 S 1690 W
 BLUFFDALE CITY, UTAH

PROJECT NO. PRO0237
CONCEPT PLAN
SHEET 1 OF 1

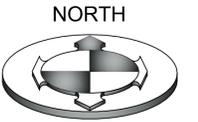
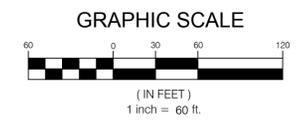
LINE #	BEARING	DISTANCE
L1	S 52°28'00" E	24.51'
L2	N 23°58'15" W	99.53'
L3	S 23°58'15" E	20.61'
L4	N 14°06'00" W	24.88'
L5	N 88°53'31" W	103.63'
L6	N 14°06'18" W	83.67'
L7	S 14°06'00" E	100.11'
L8	N 14°06'00" W	100.11'
L9	S 88°53'31" E	103.63'
L10	S 14°06'00" E	100.11'
L11	N 14°06'00" W	100.11'
L12	S 88°53'31" E	103.63'
L13	N 14°06'00" W	3.02'
L14	N 14°06'00" W	57.46'
L15	S 25°02'50" E	53.47'
L16	N 81°01'10" E	111.54'
L17	S 25°02'33" E	46.33'
L18	S 50°57'30" E	98.40'
L19	N 47°05'32" W	5.81'
L20	N 46°48'29" E	98.72'
L21	N 48°04'24" W	43.42'
L22	S 48°04'24" E	90.72'
L23	N 47°07'06" W	98.84'
L24	N 42°52'56" E	100.13'
L25	S 47°07'06" E	116.97'
L26	N 30°29'49" E	127.94'
L27	N 90°00'00" W	35.14'
L28	N 00°00'00" E	100.00'
L29	N 90°00'00" W	33.03'
L30	N 90°00'00" W	95.04'
L31	S 00°00'00" E	137.06'
L32	S 38°26'28" W	34.14'
L33	N 90°00'00" E	234.97'
L34	S 45°17'54" E	255.05'
L35	N 90°00'00" E	240.51'
L36	N 26°04'50" W	73.72'
L37	S 73°14'59" W	195.34'
L38	N 09°53'50" W	66.41'
L39	S 46°11'12" W	112.57'
L40	N 59°39'45" W	18.82'
L41	S 33°38'56" W	97.70'
L42	S 60°13'51" E	150.47'
L43	S 33°38'56" W	31.04'
L44	S 28°16'53" W	46.00'
L45	S 60°13'51" E	122.42'
L46	S 46°11'12" W	104.14'
L47	S 29°46'09" W	107.91'
L48	S 61°43'07" E	106.49'
L49	S 28°16'53" W	142.79'
L50	N 38°31'25" E	45.99'
L51	N 90°00'00" E	68.18'
L52	S 28°16'53" W	138.64'
L53	S 28°16'53" W	76.33'
L54	S 28°58'22" W	20.03'
L55	N 48°04'24" W	122.84'
L56	N 30°16'51" E	97.91'
L57	N 53°47'44" W	132.92'
L58	N 20°47'18" W	107.48'
L59	N 14°06'00" W	63.74'
L60	N 75°54'00" E	60.71'
L61	N 75°54'00" E	8.05'
L62	N 51°42'32" W	139.26'
L63	S 28°16'53" W	115.20'
L64	S 28°16'53" W	112.55'
L65	S 33°38'56" W	45.30'
L66	S 33°38'56" W	80.25'
L67	N 60°54'09" W	102.35'
L68	N 59°24'39" E	126.05'
L69	N 41°26'31" W	106.10'
L70	N 90°00'00" W	112.19'

LINE #	BEARING	DISTANCE
L71	N 05°16'17" W	61.69'
L72	S 05°16'17" E	64.22'
L73	N 75°54'00" E	68.77'
L74	S 14°06'00" E	53.52'
L75	N 73°19'35" E	148.60'
L76	S 14°06'23" E	64.65'
L77	N 90°00'00" W	171.17'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	48.49'	74.78'	37°08'59"	N 33°17'03" W	47.64'
C2	93.02'	200.00'	26°38'55"	N 27°25'27" W	92.19'
C3	35.63'	200.00'	10°12'30"	N 45°51'10" W	35.59'
C4	93.76'	200.00'	26°51'38"	S 62°37'09" E	92.90'
C5	48.70'	200.00'	13°57'02"	N 83°01'29" W	48.58'
C6	60.74'	67.50'	51°33'32"	S 64°13'14" W	58.71'
C7	19.88'	25.00'	45°34'23"	S 58°14'09" W	19.36'
C8	16.97'	50.00'	19°26'57"	S 71°17'52" W	16.89'
C9	68.35'	50.00'	78°19'24"	S 22°24'41" W	63.15'
C10	80.71'	50.00'	92°28'52"	S 62°59'27" E	72.23'
C11	35.04'	50.00'	40°09'13"	N 50°41'31" E	34.33'
C12	35.55'	50.00'	40°44'19"	N 10°14'45" E	34.81'
C13	19.88'	25.00'	45°34'23"	N 12°39'47" E	19.36'
C14	11.23'	12.50'	51°28'35"	N 64°15'43" E	10.89'
C15	34.72'	145.00'	13°43'05"	S 83°08'27" E	34.63'
C16	22.81'	12.50'	104°33'48"	S 24°00'01" E	19.78'
C17	22.95'	245.00'	5°22'03"	S 30°57'54" W	22.94'
C18	28.10'	300.00'	5°22'03"	S 30°57'54" W	28.09'
C19	22.61'	12.50'	103°38'43"	S 80°06'14" W	19.65'
C20	94.55'	145.00'	37°21'36"	N 32°46'48" W	92.88'
C21	39.27'	25.00'	90°00'00"	N 30°54'00" E	35.36'
C22	19.88'	25.00'	45°34'23"	S 81°18'40" E	19.36'
C23	70.06'	50.00'	80°16'42"	N 84°20'02" E	64.46'
C24	64.86'	50.00'	74°19'15"	N 04°02'03" E	60.40'
C25	70.71'	50.00'	81°01'54"	S 73°38'32" E	64.97'
C26	30.99'	50.00'	35°30'54"	N 48°05'04" E	30.50'
C27	19.88'	25.00'	45°34'23"	N 53°06'49" E	19.36'
C28	39.27'	25.00'	90°00'00"	S 59°06'00" E	35.36'
C29	45.65'	127.50'	20°30'45"	S 24°21'29" E	45.40'



CONCEPT
 LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH



IMPROVEMENTS
 ASPHALT SQUARE FEET = 47,285 S.F.
 8" WATER MAIN LENGTH FEET = 2,715 FEET
 CULINARY LATERALS = 23
 SEWER LATERALS = 23
 STORM DRAIN PIPE LENGTH FEET = 1,665 FEET
 STORM DRAIN INLETS = 20
 STORM DRAIN MANHOLES = 6
 SQUARE FEET OF SIDEWALK = 16,579 S.F.
 SQUARE FEET OF CURB & GUTTER = 8,291 S.F.
 8" SEWER MAIN LENGTH FEET = 1,667 FEET
 4" SEWER MANHOLES = 6
 5" SEWER MANHOLES = 3

PROJECT NO.	PRO0237
CONCEPT PLAN	
SHEET 1 OF 1	

GARTH JOHNSON
 14663 S CAMP WILLIAMS RD. AND 14780 S 1690 W
 BLUFFDALE CITY, UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
 910 SOUTH STATE STREET SUITE F100
 SANDY, UTAH 84070 (801) 562-192
 www.benchmarkcivil.com

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2016-___

AN ORDINANCE AMENDING THE BLUFFDALE CITY GENERAL PLAN LAND USE MAP AND OFFICIAL ZONING MAP BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 6.77 ACRES OF LAND LOCATED AT 14780 S 1690 W, BLUFFDALE CITY, STATE OF UTAH, FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL, AND AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 6.77 ACRES FROM R-1-43 RESIDENTIAL TO R-1-10 RESIDENTIAL, OTHERWISE KNOWN AS THE JOHNSON ANDERSON SUBDIVISION GENERAL PLAN AND ZONE CHANGE.

WHEREAS Dale Bennett and Garth Johnson (the “Applicant”) have initiated an application to amend the Bluffdale City General Plan Land Use Map and Official Zoning Map by changing the General Plan Land Use designation from Very Low Density Residential to Low Density Residential, and changing the Official Zoning Map from R-1-43 Residential to R-1-10 Residential, for approximately 6.77 acres of property located at approximately 14780 S 1690 W; and

WHEREAS the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed changes to the Official General Plan Land Use Map and the Official Zoning Map of Bluffdale City Pursuant to the Bluffdale City Land Use Ordinance and the Utah State Code, and the City Council has found the proposed amendments to be warranted and not detrimental to the health, safety, or general welfare of persons or property within the area; and

WHEREAS the proposed amendment to the Official General Plan Land Use Map and Official Zoning Map set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Official General Plan Land Use map and the Official Zoning Map.

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

Section 1. General Plan Land Use Map Amendment. The Bluffdale City Official General Land Use Map is hereby amended to change the future land use designation from Very Low Density Residential to Low Density Residential for approximately 6.77 acres of property within the City of Bluffdale, located at 14780 S 1690 W as shown in Exhibit “A” attached hereto and incorporated herein by this reference.

Section 2. Official Zoning Map Amendment. The Bluffdale City Official Zoning Map is hereby amended to change the zoning designation from R-1-43 Residential to R-1-10 Residential for approximately 6.77 acres of property within the City of Bluffdale, located at

14780 S 1690 W as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 3. Effective Date. This Ordinance shall take effect upon recording in the office of the City Recorder, publication, posting, or thirty (30) days after passage, whichever occurs first.

APPROVED, ADOPTED AND PASSED and ordered published by the Bluffdale City Council, this 22th day of June, 2016.

CITY OF BLUFFDALE

Mayor

ATTEST: [SEAL]

Wendy Deppe
Bluffdale City Recorder

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

EXHIBIT A

Legal Description

BEG N 0°03'15" E 981.17 FT FR S ¼ COR SEC 10, T 4S, R 1W, SLM; N 25°46'W, 207.21 FT; N 47°07'06" W 221.66 FT; N 50°57'30" W 98.39 FT; N 25°02'50" W 99.79 FT; N 14°06' W 81.79 FT; E 791.46 FT; S 09°53'50" E 14.59 FT; S 12°16'54" E 171.98 FT; S 26°04'50" E 73.72 FT; S 62°09' E 109.86 FT; S 49°27' E 51.03 FT; S 24°55'54" E 49.71 FT; W 628.55 FT; S 0° 03'15" W 190.95 FT TO BEG. 6.77 AC. 5142-1256

CONTAINS: 6.77± ACRES

Property Location



Agenda Item 6



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

To: Mayor, City Council, and City Manager
From: Vaughn R. Pickell, AICP, City Attorney
Date: June 16, 2016
Re: Resolution Approving a Franchise Agreement

Mayor, Council, and Manager:

Attached is a resolution approving a franchise agreement with Comcast of Utah II, Inc (“Comcast”). Comcast is a cable television provider and desires to update its agreement with the City of Bluffdale (“City”) to comport with the federal Cable Act (Title VI of the Communications Act of 1934). The proposed agreement conforms to the City ordinances.

Key points of the agreement are that it allows Comcast to construct facilities within the City rights-of-way, with proper restoration of any facilities. The agreement also allows relocation for Bluffdale City projects. Comcast also agrees to pay five percent (5%) of its annual Gross Revenue for cable TV to the City. For example, for the past year (Q2 2015 through Q1 2016), Comcast has paid Bluffdale \$41,325.52 in franchise fees based on video subscribers in the community.

A possible motion could be as follows:

I move to **approve/deny** the resolution approving a franchise agreement by and between Comcast of Utah II, Inc. and the City of Bluffdale.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

Resolution No. 2016-__

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF BLUFFDALE, UTAH, AND COMCAST OF UTAH II, INC.

WHEREAS Comcast of Utah, II, Inc. (“Comcast”), desires to provide cable television services within the City of Bluffdale (“City”), and in connection therewith to establish a cable network in, under, along, over and across present and future rights-of-way of the City;

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

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

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

Section 1. Approval of the Franchise Agreement. The Bluffdale City Council hereby approves the attached Cable Television Franchise Agreement between the City of Bluffdale, Utah, and Comcast of Utah II, Inc., and directs the execution of it by the Mayor or City Manager.

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

PASSED AND APPROVED: June 22, 2016.

Mayor

ATTEST:

[seal]

City Recorder

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

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN CITY OF BLUFFDALE, UTAH
AND COMCAST OF UTAH II, INC.**

2016

This Franchise Agreement (“Franchise”) is between the City of Bluffdale, Utah, hereinafter referred to as “the Franchising Authority” and Comcast of Utah II, Inc., hereinafter referred to as “the Grantee.” The Franchising Authority and the Grantee are referred to together as “the Parties.”

The Franchising Authority hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. “Basic Cable” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. “Cable Act” means Title VI of the Communications Act of 1934, as amended.

D. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is

designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. "FCC" means Federal Communications Commission or successor governmental entity thereto.

G. "Franchising Authority" means the City of Bluffdale, Utah, or the lawful successor, transferee, or assignee thereof.

H. "Grantee" means Comcast of Utah II, Inc. or the lawful successors, transferees, or assignees thereof.

I. "Gross Revenue" means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee, according to generally accepted accounting principles consistently applied, that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenue does not include (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services to the extent that such service is not considered to be a Cable Service as defined by law.

J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held

by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System

L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

M. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

N. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

O. "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive franchise, which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways or Franchise Authority owned easements and/or rights of access to private property within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System. Grantee's right of access to Franchise Authority owned easements and/or rights of access to private property shall be subject to any noticing and/or permission requirements to private property owners that are mandated in said right of access or Franchise Authority owned easement.

2.2 Authority over Non-Cable Services. To the extent allowed by law, the Franchising Authority shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the Franchising Authority will negotiate the terms and fees in accordance with applicable law.

2.3 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and City ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.4 Competitive Equity

A. Overview.

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

B. New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary)

containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

C. No Written Agreement between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP's, taking into account the terms and conditions under which other VSP's are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

D. Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

2.5 Term. The Franchise granted hereunder shall be for an initial term of Ten (10) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. In the event that Franchise Authority requests relocation efforts from Grantee for reasons not included in this paragraph, or for aesthetic reasons, then Franchise Authority agrees to pay all costs associated with relocation. Grantee shall not be required to pay for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency at the expense of Grantee, if such action by the Franchising Authority would otherwise have been at Grantee's expense.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission of distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain its current transmission and distribution facilities, or any part thereof, aerially on existing poles. Otherwise, new construction shall be underground unless the parties agree otherwise. In all matters regarding aerial installation of any new facilities of the Cable System, Grantee shall be subject to the discretion of Franchise Authority.. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench. Grantee shall negotiate with developer for payment of reasonable costs for such access.

3.9 Build Out Discretion. Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

3.10 Subscriber Charges for Extensions of the Cable System. The Grantee may, at Grantee's discretion, extend the Cable System to Subscriber(s) in the Service Area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, in the event Grantee decides to extend the Cable System, the Grantee will contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of unserved residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such

potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), sheriff sub-station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.13 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority

agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.15 Customer Service Standards.

The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

3.16 Fees and Charges to Customers All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

3.17 Customer Bills and Privacy Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. Grantee shall pay to the Franchising Authority a franchise fee of five percent (5 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forth five (45) days after the close of the preceding calendar quarter.

Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

C. The Franchising Authority agrees that all amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542 added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the

Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5

Oversight and Regulation by Franchise Authority

5.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the

Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and

property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds & Other Surety. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. Initially, no bond or other surety will be required. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. In the event that one is required in the future, the Franchising Authority agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the

Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2 (C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its' intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the

appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

Bluffdale City
C/O City Manager
14350 South 2200 West
Bluffdale, Utah 84065

The notices or responses to the Grantee shall be addressed as follows:

Comcast Cable Communications
Attn: Government Affairs Dept.
9602 South 300 West
Sandy UT 84070

with a copy to:

Comcast Corporation
Legal Department
1701 John F Kennedy Blvd.
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Effective Date. The effective date of this Franchise is the 25th day of May, 2016 pursuant to the provisions of applicable law. This Franchise shall expire on the 25th day of May 2026 unless extended by the mutual agreement of the parties.

Considered and approved this 25th day of May 2016.

Bluffdale City

Mayor Derk P. Timothy

ATTEST:

Wendi L. Deppe
City Recorder

Accepted this ____ day of June 2016, subject to applicable federal, state and local law.

Comcast of Utah II, Inc.

By: _____
Title: _____

Agenda Item 7

RESOLUTION NO. 5089

May 24, 2016

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF BLUFFDALE PROVIDING FOR THE TRANSFER OF UP TO \$1,500,000 OF COUNTY TRANSPORTATION FUNDS TO THE CITY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and the City of Bluffdale (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, during the 2015 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of Salt Lake County to be used for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121, UTAH CODE ANN. and other applicable law; and

WHEREAS, the County and the City now desire to enter into the interlocal cooperation agreement attached hereto as ATTACHMENT A (the "Interlocal Agreement") providing for the transfer of up to One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) of County Transportation Funds to the City, all on the terms and subject to the conditions of the Interlocal Agreement;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the City of Bluffdale is approved, in substantially the form attached hereto as ATTACHMENT A, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 24th
day of May, 2016.


Max Burdick, Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>Absent</u>
Council Member Burdick	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>"Aye"</u>
Council Member Jensen	<u>"Aye"</u>
Council Member Newton	<u>"Aye"</u>
Council Member Snelgrove	<u>"Aye"</u>
Council Member Wilson	<u>Absent</u>

APPROVED AS TO FORM:


Digitally signed by
Stephen Barnes
Date: 2016.05.19
14:37:55 -06'00'

Deputy District Attorney

ATTACHMENT A
Interlocal Cooperation Agreement between Salt Lake County and City of Bluffdale

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF BLUFFDALE

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and the **CITY OF BLUFFDALE**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 General Session, the State Legislature amended Section 72-2-121 of the Utah Transportation Code, Utah Code Ann. §§ 72-1-101 *et seq.*, to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter "County Transportation Funds").

C. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations.

D. The County and the City now desire to enter into this Agreement providing for the transfer of up to One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City that are consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(h) of the Transportation Code.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in Recital B above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified in Section 2.1 below.
- (e) **Plan and Budget:** As defined in Section 4.1(a) below.
- (f) **Project or Projects:** The highway construction, reconstruction, or maintenance project or projects contemplated by the City's Plan and Budget and to be undertaken by the City pursuant to the City's Plan and Budget.
- (g) **Project Element.** A discrete portion of the highway construction, reconstruction, or maintenance project or projects contemplated by the City's Plan and Budget and to be undertaken by the City pursuant to the City's Plan and Budget.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term as part of any highway construction, reconstruction or maintenance projects contemplated by the City's Plan and Budget that are deemed by the City to be consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(h) of the Transportation Code.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2018.
- (j) **Request for Disbursement:** A statement from the City, substantially in the form attached hereto as **Exhibit A**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

- (k) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*
- (l) Transportation Funds: As defined in Section 2.1 below.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds (hereinafter "Transportation Funds") to the City to reimburse the City for Reimbursable Project Costs, up to a maximum of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) (the "Maximum Reimbursable Amount"), all on the terms and subject to the conditions of this Agreement.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City solely to reimburse the City for costs that are consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(h) of the Transportation Code and will be used by the City in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds

described in Subsection 72-2-121(4)(h) of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(h) of the Transportation Code, and, as indicated in Section 4.3(e) below, the City agrees that it will not rely on the County's review or acceptance of the City's Plan and Budget or any Request for Disbursement in making that determination.

ARTICLE 4 – DISBURSEMENTS

4.1. **Conditions for Commencement of Disbursement of Transportation Funds.** The County will not be obligated to commence disbursement of Transportation Funds for Reimbursable Project Costs, unless and until the following conditions have been satisfied:

(a) **Plan and Budget.** The City has prepared and submitted to the County a plan and budget outlining the City's proposed projects for which the City will seek reimbursement for Reimbursable Project Costs from the County under this Agreement (the "Plan and Budget").

(b) **General Approval of the Plan and Budget.** Following receipt of the City's Plan and Budget, the Mayor of the County or his/her designee has determined, in his/her sole discretion and in writing, that the City's Plan and Budget for the expenditure of the Transportation Funds is acceptable and will adequately address transportation needs within Salt Lake County.

4.2. **Conditions for Each Disbursement of Transportation Funds.** The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) **Documents to be Furnished for Each Disbursement.** The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) **Completion of Project Element.** The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) **Reimbursable Project Costs Paid by the City.** The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.3. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project or Projects for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Plan and Budget and Requests for Disbursement under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Plan and Budget or any Request for Disbursement submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(h) of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) **Liability.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "**Immunity Act**"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) **Indemnification.** The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) any improper use of the Transportation Funds. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. **Recordkeeping.** The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Transportation Funds

for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 –DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County’s written notice to the City of the occurrence thereof.

6.2. County’s Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold further disbursement of Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 7 – MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act 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 in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the 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 done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

standards set forth in State statute or Salt Lake County ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute 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 Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be: (a) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and executed by each respective attorney, and (d) filed with the keeper of the records of each Party.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent 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 officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. Counterparts. This Agreement may be executed in counterparts and all so

executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By  _____
Mayor Ben McAdams or Designee

Dated: May 31, 20 16

Approved as to Form and Legality:

 Digitally signed by
Stephen Barnes
Date: 2016.05.19
14:38:22 -06'00'
By _____
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

CITY OF BLUFFDALE

By _____

Name: _____

Title: _____

Dated: _____, 20__

Attest:

_____, City Recorder

Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20__

EXHIBIT A
Request for Disbursement Form

EXHIBIT A
Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: City of Bluffdale – Interlocal Agreement for Transportation Funds (DA Log No. 16-05085)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and the City of Cottonwood Heights (the “City”) (DA Log No. 16-05085). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project or Projects.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in

Subsection 72-2-121(4)(h) of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

CITY OF BLUFFDALE

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2016-

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY PROVIDING FOR THE TRANSFER OF UP TO \$1,500,000 OF COUNTY TRANSPORTATION FUNDS TO THE CITY OF BLUFFDALE.

WHEREAS, pursuant to Utah Code Ann. § 72-2-121, provides for the transfer of certain funds from the County of the First Class Highway Projects Fund to Salt Lake County (the “County”) to be used for certain transportation purposes;

WHEREAS the County desires to transfer to the City of Bluffdale (“City”) up to \$1,500,000 for planned transportation projects; and

WHEREAS Salt Lake County has proposed an interlocal agreement to govern the disbursement of these funds pursuant to the statute;

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

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

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

PASSED AND APPROVED: June 22, 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 8

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2016-

A RESOLUTION AUTHORIZING PARTICIPATION IN THE FIREFIGHTERS' RETIREMENT SYSTEM.

WHEREAS the City of Bluffdale ("City"), pursuant to the Utah State Retirement and Insurance Benefit Act, Title 49 of the Utah Code ("Act"), offers retirement benefits to employees;

WHEREAS the City employs a full-time fire chief and might employ other full-time firefighters in the future; and

WHEREAS the City desires the Fire Chief any other future full-time firefighters to participate in the Firefighters' Retirement System, as established by the Act, in lieu of participation in the Public Employees' Noncontributory Retirement System;

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

Section 1. Authorization to Participate in the Firefighters' Retirement System; Effective Date. The City Council hereby authorizes and directs that the Fire Chief and any other future full-time firefighters shall participate in the Firefighters' Retirement System rather than the Public Employees' Noncontributory Retirement System. The effective date of participation in the Firefighters' Retirement System was March 17, 2014, for current full-time firefighters or the date of hire for future full-time firefighters.

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

PASSED AND APPROVED: June 22, 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 9

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

**RESOLUTION NO. 2016-
A RESOLUTION ADOPTING A TAX RATE FOR THE PURPOSE OF LEVYING
TAXES WITHIN THE CITY OF BLUFFDALE FOR THE
FISCAL YEAR 2016-2017**

WHEREAS, the City of Bluffdale will, in accordance with law, adopt its budget for the Fiscal Year 2016-2017; and

WHEREAS, the Bluffdale City Council is required to adopt a tax rate to impose on real property within the city; and

WHEREAS, The Bluffdale City Council desires to adopt the certified tax rate as calculated by the Salt Lake County Auditors office.

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

Section 1. Tax Rate Adopted. The Bluffdale City Council does hereby set, establish and adopt the tax rate of .001218 for operation and maintenance for the purpose of levying taxes within the City for the Fiscal Year 2016-2017.

Section 2. Copy Delivered to Salt Lake County Auditor. A copy of this Resolution shall be delivered to the Salt Lake County Auditor.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND DATED: June 22, 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 10

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

RESOLUTION NO. 2016-

**A RESOLUTION ADOPTING A TAX RATE FOR THE PURPOSE OF LEVYING
TAXES WITHIN THE CITY OF BLUFFDALE FOR THE
FISCAL YEAR 2016-2017**

WHEREAS, the City of Bluffdale will, in accordance with law, adopt its budget for the Fiscal Year 2016-2017; and

WHEREAS, the Bluffdale City Council is required to adopt a tax rate to impose on real property within the city; and

WHEREAS, The Bluffdale City Council desires to adopt the certified tax rate as calculated by the Utah County Auditor's office.

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

Section 1. Tax Rate Adopted. The Bluffdale City Council does hereby set, establish and adopt the tax rate of .001218 for operation and maintenance for the purpose of levying taxes within the City for the Fiscal Year 2016-2017.

Section 2. Copy Delivered to Utah County Auditor. A copy of this Resolution shall be delivered to the Utah County Auditor.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND DATED: June 22, 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 11

City of Bluffdale
 End of Year Budget Adjustment
 06/22/2016
 General Fund

Account Number	Dept/Account Name	Debit/Credit	Original Budget	Amended Budget
10-901-10000	Transfer to Capital Projects	800,000	251,379	1,051,379
45-39-19000	Transfer from General Fund	(800,000)	(251,379)	(1,051,379)
To transfer surplus to bring down general fund balance from 22% to 8%				
<i>Note: Minimum 5% and Maximum 25%</i>				
10-411-31000	City Council>Professional & Technical	3,875	11,125	15,000
10-442-31000	Sanitation Dept>Professional & Technical	30,000	320,000	350,000
To align more closely with year-end projection.				
10-39-10000	Revenue>Use of Fund Balance	(33,875)	(96,244)	(130,119)
To fund the proposed budget adjustments.				
		Balance	0	



City of Bluffdale
 End of Year Budget Adjustment
 06/22/2016
 Bluffdale Arts Advisory Board

Account Number	Dept/Account Name	Debit/Credit
14-400-13000	BAAB>Costumes	1,000
14-39-12000	Revenue>Use of Fund Balance	(1,000)

Original Budget	Amended Budget
5,000	6,000
(3,850)	(4,850)

To fund extra expenses for costumes in the Bluffdale Arts Fund.

Balance	0
---------	---



City of Bluffdale
 End of Year Budget Adjustment
 06/22/2016
 Miss Bluffdale Pageant

Account Number	Dept/Account Name	Debit/Credit
15-400-45000	Miss Bluffdale>Fundraising	2,500
15-39-20000	Revenue>Use of Fund Balance	(2,500)

Original Budget	Amended Budget
1,000	3,500
(1,000)	(3,500)

To fund extra expenses for fundraising costs/activities in the Miss Bluffdale Fund.

Balance	0
---------	---



City of Bluffdale
 End of Year Budget Adjustment
 06/22/2016
 Old West Days

Account Number	Dept/Account Name	Debit/Credit	Original Budget	Amended Budget
13-400-41100	OWD>Attractions	6,000	19,000	25,000
13-400-45000	OWD>Concert & Entertainment	10,000	10,000	20,000
13-400-50000	OWD>Special Activities	1,000	-	1,000
13-600-10000	OWD>Buildings	2,500	2,000	4,500
13-36-10000	Revenue>Sponsors	(2,000)	(30,000)	(32,000)
13-36-12000	Revenue>Race	(1,000)	(500)	(1,500)
13-36-17000	Revenue>Attractions	(1,000)	(5,000)	(6,000)
13-36-15000	Revenue>Vendors	(500)	(1,000)	(1,500)
13-39-12000	Revenue>Use of Fund Balance	(15,000)	-	(15,000)

Use of reserves to fund extra expenses for Old West Days.

Balance	0
---------	---



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

RESOLUTION NO. 2016-

**A RESOLUTION AMENDING THE FISCAL YEAR 2015-2016
BUDGET AND MAKING ADJUSTMENTS THERETO**

WHEREAS, the City of Bluffdale has heretofore set a budget for the fiscal year 2015-2016; and

WHEREAS, the City Council finds and determines the need to make adjustments of funds within said budget; and

WHEREAS, it is in the best interest of the citizens of the City of Bluffdale that these adjustments be made.

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

Section 1. Budget Adjustments. The adjustments for the fiscal year 2015-2016 of the City budget be made, and the same are hereby approved pursuant to the attached Schedule A.

Section 2. 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: June 22, 2016

By: _____
Mayor Derk P. Timothy

ATTEST:

Wendy L. Deppe, City Recorder

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____

Schedule A
Budget Adjustments

Agenda Item 12

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2016-

AN ORDINANCE ADOPTING AN AMENDED CONSOLIDATED FEE SCHEDULE FOR ADMINISTRATIVE, SERVICE AND DEVELOPMENT FEES, INCLUDING WATER RATES, CHARGED BY THE CITY OF BLUFFDALE

WHEREAS, the City Council desires to update the existing fees charged by the City; and

WHEREAS, the City Council finds that the fees set forth in the amended Consolidated Fee Schedule are reasonable and necessary and comparable to those imposed by other municipalities for similar administrative, services and/or development matters and that such fees are equitable in relation to the costs incurred by the City; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and public interest of the residents and businesses within the City to amend the Consolidated Fee Schedule as more particularly set forth herein;

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

Section 1. Adoption. The Consolidated Fee Schedule of Bluffdale City is hereby adopted to read in its entirety as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. All previously-adopted fee schedule ordinances and resolutions are repealed and superseded by this Ordinance.

Section 2. Effective Date. This Ordinance shall take effect immediately after recording in the Office of the City Recorder.

PASSED, ADOPTED AND DATED: June 22, 2016

Mayor Derk P. Timothy

ATTEST:

Wendy L. Deppe, City Recorder

Voting by the City Council:

“AYE”

“NAY”

Councilmember Jackson

Councilmember Nielsen

Councilmember Preece

Councilmember Westwood

Councilmember Wingate

Exhibit A
Consolidated Fee Schedule

CONSOLIDATED FEE SCHEDULE

GENERAL

1.1.010. PHOTOCOPIES, MAPS & DIGITAL DATA

Black & White Copy 8 ^{1/2} X11.....	\$0.15/Page
Color Copy 8 ^{1/2} X11.....	\$0.75/Page
Black & White Map 11X17 or Smaller.....	\$3
Black & White Map Larger than 11X17.....	\$7
Color Map 11X17 or Smaller.....	\$5
Color Map Larger than 11X17.....	\$10
Data on CD or DVD.....	\$2
Custom Maps.....	\$40/Hour

1.1.020. POSTAGE

Stamps.....	Actual Cost to City
Envelopes.....	\$0.25

1.1.030. OTHER FEES

Other Costs Allowed by Law.....	Actual Cost to City
Records Requests*.....	Actual Cost to City

*Actual Cost shall include the cost of duplicating a record, compiling a record in a form other than that maintained by the City, postage or any other fee reasonably related to the request for the record consistent with City ordinance or applicable state law.

ADMINISTRATION

FINANCE

2.1.010. MISCELLANEOUS FEES

Returned Check Fee.....	\$25
Returned Item Fee.....	\$10
Copy of Annual Audit Report.....	\$25

2.1.020. LATE FEES

\$8 or 1.5% (whichever is greater) per month interest charged on other receivables or any other unpaid obligations due to Bluffdale City that are not paid within 30 days of the date of invoice.

*No late fee charged on balances of \$10 or less.

BUSINESS LICENSING

2.2.010. ALCOHOLIC BEVERAGE LICENSE FEES

Off Premises Beer Retailer.....	\$600
Restaurant Beer License.....	\$600

Restaurant Liquor Consumption License	\$600
On Premises Beer Retailer	\$600

2.2.020. BUSINESS LICENSE INSPECTIONS FOR COMPLIANCE WITH BUILDING & FIRE CODES

Up to Two Buildings and/or Two Fire Inspections	\$50
Each Additional Inspection	\$30

2.2.030. KENNEL PERMITS (YEARLY)

Commercial	\$100
Canine Hobby	\$40

2.2.040. TEMPORARY BUSINESS

As Part in a Sales Event 5 days or less	\$20
Other Temporary Business	\$45
Solicitor/Peddler/Vendor	\$115

2.2.050. BUSINESS LICENSE FEES

Agricultural Activities	\$85
Banks & Credit Unions	\$85
Other Financial & Real Estate Services	\$85
Construction Related Businesses	\$85
Convenience Stores	\$1,310
Department Stores	\$310
Gas Stations	\$1,310
Grocery Stores	\$1,310
Hotels & Motels	\$910
Manufacturing Business	\$85
Medical Offices & Drugstores	\$85
Mining Related Business	\$85
Mobile Home Parks	\$362
Multiple-Family Dwelling Units	\$310 + \$17/Unit
Other Types of Professional Offices	\$85
Pawnshops	\$310
Other Types of Retail Businesses	\$85
Retail Dwelling Units (Not Part of Multiple-Family Dwelling Units)	\$310
Restaurants	\$85
Other Types of Service Business	\$85
Sand & Gravel, Concrete & Other Similar Business	\$1,310
Shopping Malls	\$310
Transportation & Utilities	\$85
Home Occupation	\$50
Duplicate License	\$10

*All above businesses will be charged an employee fee of \$6 per employee.

Penalty Fees for Unlicensed Business – For the first year, 100% of the license fees are due, plus 125% of the current business license fees due for each additional year or portion of a year.

The City Manager or his/her designee may reduce or waive the penalty fees to be paid by a business operating without a license once per calendar year, for a period not to exceed one month; for the purpose of encouraging unlicensed businesses to properly license.

2.2.060. ADDITIONAL REGULATORY FEES

Sexually Oriented Business	\$300
Sexually Oriented Business Employee	\$50

All employees of a sexually oriented business must also obtain an ID card from the Bureau of Criminal Investigation and pay all applicable fees for a background check.

2.2.070. BUSINESS RELATED TAXES

Hotel Tax.....The City of Bluffdale will charge a Transient Room Tax pursuant to Utah law.

PUBLIC SAFETY

ALARMS

3.1.010. FALSE ALARMS PER YEAR – FIRE & POLICE

Responding to two false alarms.....	No Charge
Third	\$50
Fourth.....	\$75
Fifth Through Tenth	\$100
In Excess of Ten	\$200

AMBULANCE

3.2.010. FEES

Pursuant to Utah Code Annotated 26-8-4(18), Administrative Rule R426-1-8-2,3, and 4, the Utah Department of Health establishes and orders the maximum allowable base ambulance rate for each fiscal year, which rate shall be the rate assessed by City of Bluffdale ~~City~~ for ambulance service.

POLICE

3.3.010. REPORT COSTS

Accident Report	\$13
Photos	\$13
Insurance Letter	\$10
Police Clearance*	\$8
GRAMA Request.....	\$ TBD <u>Per Ordinance/Actual Cost</u>
Sex Offender Registry	\$19
Insurance Letter (Loss Report Form)	\$10

*Must provide full name and DOB and must show valid Driver’s License or Birth Certificate.

PUBLIC WORKS

PARKS & RECREATION

4.1.010. ARENA & PAVILION USER FEES

Park Cleaning Deposit (Waived for Employees)	\$100
Rodeo Arena Event Cleaning Deposit	\$250
Pavilion Reservation Fee	\$35 for up to 3 Hours
.....	\$60 for Over 3 Hours
Rodeo Arena Event Non-Commercial	\$250/Event
Rodeo Arena Non-Profit Event	\$25 per 4 Hour Block
Resident 4-H Group.....	No Charge

Temporary Fee Discounts – The City Manager or his/her designee is authorized to implement temporary fee discounts ~~as recommended by the Parks & Recreation Department to stimulate increased revenues~~. The City Manager shall notify the City Council of any such discounts at the next scheduled City Council meeting following the implementation or approval of any said discounts.

4.1.020. BASEBALL DIAMOND RESERVATIONS & USER FEES*

Tournaments.....	\$200 per Field per Day
Games	\$40 per 2 Hour Block
Practices	No Charge
Season Reservation Leagues	Contract Approved by City Council

*Fields must be reserved through City of Bluffdale ~~City~~ prior to use

STREETS

4.2.010. CONCRETE INSPECTION PERMITS

Curb & Gutter.....	\$0.25/Sq Ft. \$75 Minimum Fee
Sidewalk	\$0.25/Sq Ft. \$75 Minimum Fee
Driveway Approach.....	\$0.25/Sq Ft. \$75 Minimum Fee

4.2.020. EXCAVATION PERMITS

Asphalt/Concrete Cuts/Unimproved Surface	\$0.25/Sq Ft. \$100 Minimum Fee
--	---------------------------------

4.2.030. STOP WORK ORDER

Stop Work Order for No Permits	2 Times Regular Permit Fee
Other Stop Work Orders	\$100

4.2.040. STREET LIGHTS

\$6/month for each lot within the subdivision areas which are lit beginning from and after the date the lights are turned on within the area.
\$3/month for all other occupied lots.

4.2.050. STORM WATER MAINTENANCE FEE

Residential Unit.....	\$5/Month
Commercial Lot	\$12.50/Month

4.2.060. OTHER FEES

Permit Extension	\$50
New Street Sign With or Without Post	Actual Cost to City
Street Cleaning.....	\$85 per Hour – Minimum 2 Hours
Directional Bores.....	\$50 + \$25/bore pit
Road Closure*	\$100 Per Day After Second Day

*The City Manager or his/her designee is authorized to extend the allowable amount of a road closure on a case by case basis if deemed necessary upon the recommendation of the City Engineer and/or Public Works Manager.

CEMETERY

4.3.010. CEMETERY FEES

Single Plot (Resident Fee)	\$500
Single Plot (Non-Resident)	\$1,000
Burial (During Regular City Business Hours)	\$400
Burial (Outside of City Business Hours)	\$500
Urn/Infant/Child Burial	\$200
<u>Urn/Infant/Child Burial (Outside of City Business Hours)</u>	<u>\$300</u>
Cemetery Certificate Transfer Fee	\$10/Certificate

GARBAGE

4.4.010. MONTHLY RESIDENTIAL WASTE COLLECTION FEE

One Trash + One Recycling Container	\$13.75
Green Waste Container	\$7.00
Additional Trash Container	\$10.00
Additional Recycling Container.....	\$3.00
Additional Green Waste Container.....	\$5.00

WATER

4.5.010. CULINARY WATER SERVICE FEES

Commercial	\$30 Base Fee Per Month Plus
Residential.....	\$12 Base Fee Per Month Plus
Tier 1 \$1.75 per 1,000 gallons.....	0-10,000
Tier 2 \$2.15 per 1,000 gallons.....	10,001-50,000
Tier 3 \$2.85 per 1,000 gallons	50,001-100,000
Tier 4 \$3.50 per 1,000 gallons	100,000+

4.5.020. WATER PRO SERVICE AREA (SECONDARY WATER)

Rate	\$0.62 per 1,000 gallons
Base Fee	\$10.50

4.5.030. OTHER FEES

Reduced - Quality Water Discharge Fee\$6,350/ERC (0.68 gallons/minute)*

*ERC shall be calculated using the following Water Quality Demand Index:

UDC		Dilution		Resulting TDS	Demand Index
Volume (gal)	TDS	JVWCD TDS	Dilution Volume		
435,600	935	250	0	935	1.000
435,600	950	250	9,539	935	1.022
435,600	1,000	250	41,334	935	1.095
435,600	1,050	250	73,130	935	1.168
435,600	1,100	250	104,926	935	1.241
435,600	1,150	250	136,721	935	1.314
435,600	1,200	250	168,517	935	1.387

Water Share Assessment FeesActual Cost to City + 15% Administrative Fee
 1" Connection Fee..... \$450485
 2" Connection Fee..... \$700775
 Larger Meters..... Cost + \$50
 Public Works Additional Inspections \$50 Hr, \$50 Minimum
 Hydrant Meter Conditionally Refundable Rent Deposit..... \$400
 Hydrant Meter Rental*\$5/Day
 Hydrant Meter Water UseBased on Culinary Water Service at a Minimum of Tier 2
 Utility Set-up Fee \$35
 Shut-off Second Notice \$15
 Water Re-Connection Fee..... \$50

*Water billed at Tier 2 rate.

COMMUNITY DEVELOPMENT

PLANNING

5.1.010. CONDITIONAL USE

Non-residential \$500
 Residential..... \$250
 Amendment or Reconsideration of Conditional Use Permit..... \$250

5.1.020. HOME OCCUPATION

Home Occupation Reviewed by Planning Commission (Includes 1 Inspection) \$250
 Additional Inspection Time (One Hour Minimum) \$50/hour

5.1.030. PUBLICATIONS

General Plan Text..... Copy Charges Apply

Subdivision Ordinance Copy Charges Apply
 Zoning Ordinance..... Copy Charges Apply

5.1.040. STREETS

Dedication \$250
 Street Vacation \$250 + Noticing

5.1.050. SUBDIVISION

Subdivision Plat Amendments \$500 + \$100/Lot, If New Lots Are Created
 Preliminary Plat Processing Fee \$200 + 100/Lot
 Final Plat Processing Fee \$250 + \$150/Lot
 Zoning Determination Letter \$35
 Concept Plan Processing Fee \$250
 Residential Building Permit Site Plan Review on Existing Lot \$200
 Certificate of Occupancy Review and Inspection \$50 + \$75 per Re-inspection
 Lot Line Adjustment \$200

5.1.060. TEXT AMENDMENT

Subdivision or Zoning Ordinance \$500

5.1.070. ZONING AMENDMENT

Zoning Map \$500

5.1.080. GENERAL PLAN AMENDMENT

Text and/or Map \$500
 *EXEMPTION: Text, Zoning, and General Plan Amendments initiated by the Bluffdale City Mayor, Council, Planning Commission, or Staff shall be exempt from the above fees.

5.1.090. ANNEXATIONS

Under Five Acres \$200
 Over Five Acres \$200 + Actual Cost to City

5.1.100. MIXED USE DEVELOPMENT PROJECT

Concept Review of Plan \$2,000 Base + \$20/Acre

5.1.110. BOARD OF ADJUSTMENT

Variance, or Appeal of Decision Interpreting or Applying Ordinance \$350

5.1.120. DEVELOPMENT AGREEMENTS (APPLICANT INITIATED)

New and amended development agreements \$2,000

5.1.130. OTHER FEES

Noise Permit (temporary) \$100
 Administrative Determination \$125
 Non-Conforming Use Determination for Large Animals \$50
 Site Plan \$500
 Temporary Use \$100*

Public Hearing Notice Fee\$100/Hearing Plus Actual Cost of Printing & Mailing
 Outside ConsultantActual Cost to City
 *EXEMPTION: Any person applying for a temporary use who is engaged in carrying on that use solely for religious, charitable, or the types of strictly non-profit purposes that are tax exempt in such activities under the laws of the United States and the State of Utah shall be exempt from the payment of this fee. This fee shall not be imposed upon any person engaged in a business specifically exempted from municipal taxation and fees by the laws of the United States and the State of Utah.

BUILDING

5.2.010. BUILDING PERMIT FEES

Fees charged for building permits are set forth below as derived from the current addition of the Uniform Administrative Code (ICC)

\$0 - \$500	Total Project Value \$50
\$501 - \$2,000	Total Project Value \$28 for the First \$500 Plus \$4 for Each Additional \$100 of Value or Fraction Thereof, up to and Including \$2,000 (Minimum Fee \$50).
\$2,001 - \$25,000	Total Project Value \$83 for the First \$2,000 Plus \$16 for Each Additional \$1,000 of Value or Fraction Thereof, up to and Including \$25,000.
\$25,001 - \$50,000	Total Project Value \$470 for the First \$25,000 Plus \$12 for Each Additional \$1,000 of Value or Fraction Thereof, up to and Including \$50,000.
\$50,001 - \$100,000	Total Project Value \$772 for the First \$50,000 Plus \$8 for Each Additional \$1,000 of Value or Fraction Thereof, up to and Including \$100,000.
\$100,001 - \$500,000	Total Project Value \$1,192 for the First \$100,000 Plus \$6 for Each Additional \$1,000 of Value or Fraction Thereof, up to and Including \$500,000.
\$500,001 - \$1,000,000	Total Project Value \$3,880 for the First \$500,000, Plus \$5 for Each Additional \$1,000 of Value or Fraction Thereof, up to and Including \$1,000,000.
Over \$1,000,000.....	Total Project Value \$6,730 for the First \$1,000,000 Plus \$4 for Each Additional \$1,000 of Value or Fraction Thereof.

*The total project value shall be determined by the Building Inspection Division based on the nature and scope of the project.

5.2.020. PLAN REVIEW SUBMITTAL FEES (APPLIED TO BUILDING PERMIT FEE IF PERMIT ISSUES, OTHERWISE NON-REFUNDABLE)

Single Family Dwellings.....	\$300
Additions, Garages, Barns, Remodels.....	\$100

Commercial, Institutional, Multi-Family or Attached Dwelling Units.....	\$500
Tenant Improvements	\$100

5.2.030. MINIMUM FEES CHARGED FOR ISSUANCES OF INDIVIDUAL PERMITS IN ADDITION TO BUILDING PERMIT FEE

Mechanical.....	\$75
Electrical.....	\$75
Plumbing	\$75
Free-Standing Wood Stove Installation	\$50
Deferred Submittal, Changes or Additions	\$50/Hour - \$50 Minimum
Sign Permits	≤ 32 square feet = \$50
	> 32 square feet = Fee Based on Valuation - \$150 Minimum Charge
Complaint Inspections (Not Life-Safety Inspections).....	\$50/Hour - \$50 Minimum
Single-Family Dwelling Roof Conversions.....	\$150
Single-Family Dwelling Basement Remodels.....	\$200
Residential Decks, Without Roofs.....	\$50
Demolition	Cost Per Square Foot, See Building Permit Fees
Cell Towers.....	Based on Valuation
Warehouse Rack Shelving.....	\$200 or According to Valuation, Whichever is Greater
Board of Appeals Hearings.....	\$500
Temporary Trailer (One Year)	\$50 + \$500 Bond
Plan Review Fee for Identical Floor Plans, pursuant to UCA § 10-9a-510(2)	\$100

Public Improvement Repair and Restoration Bond for projects where public improvements are potentially affected:

New residential, commercial, institutional and industrial building permits and for pools or accessory structure building permits \$3,000 for each 150 linear feet of frontage

Landscaping Bond Fee for projects where landscaping is incomplete during inclement weather or extenuating circumstances approved by the City Planner: \$300 / tree; \$50 / shrub; \$0.25 / sq. ft for sod. A certified landscaping estimate may also be used as an alternate calculation method.

5.2.040. ELECTRICAL SERVICE UPGRADE PERMITS

Upgrade Existing Electrical Service to:

Less than 200 Amp Service	\$50 + \$5 for Each 100 Amps
Transformers.....	Per Valuation

5.2.050. ONE PERCENT SURCHARGE PER BUILDING PERMIT

Eighty Percent (80%).....	Submitted to Utah State Government
Twenty Percent (20%).....	Retained by City for Administration of State Collection

5.2.060. STOP WORK ORDERS

Building Without a Permit	2 Times Regular Permit Fee
Other Stop Work Orders.....	\$100

5.2.070. OTHER INSPECTIONS AND FEES

Plan Review Fee	65% of Building Permit Fee
-----------------------	----------------------------

Permit Extensions	\$50
Inspections Outside of Normal Business Hours.....	\$75 Per Hour in Addition
.....	to Permit Fee - Minimum 2 Hours
Re-Inspection Fees	\$75
Inspections for Which No Fee is Specifically Indicated	\$75/Hour
.....	Minimum ½ hour
Additional Plan Review Required by Changes, Additions, or Revisions to Plans	\$50/Hour
.....	Minimum One Hour
Site Work i.e. Grubbing, Excavating or Grading	\$200 + \$50 Per Acre Over 1 Acre

*Additional equipment and power apparatus will require additional fees per the Uniform Administrative Code, as amended and adopted by the City.

Use of Outside Consultants for Plan Checking, Inspections, or BothActual Cost to City

Landscaping Bond – An occupancy permit may be given before landscaping is completed if a bond is posted. To obtain the occupancy permit a cash bond will be required for front landscaping in the amount of \$3,000 for parcels less than 1.5 acres and \$5,000 for parcels totaling 1.5 acres or larger. The landscaping bond shall run with the land and inure to the benefit of the owner who causes the landscaping to be installed. If a bond is posted, landscaping shall be completed by one year from issuance of the certificate of occupancy.

Refunds for permits issued will be limited to eighty percent (80%) of the permit costs, not later than 180 days after the date of the payment. No refunds for plan review costs will be given if the plan review had been conducted.

NOTE 1: Due to the unique design of pole barns, there is not an existing valuation category for assessing permit fees. For these structures that do not have a hard-surfaced floor or enclosed exterior sides, the building valuation shall be assessed at \$5 per square foot. The ensuing permit fee will be based on that valuation and calculated in the usual manner.

NOTE 2: Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Building Official. The cost of this review may be assessed in addition to the building permit fee.

NOTE 3: The permit fee shall not be less than the hourly cost to the City. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, and the average administrative cost associated with permits of that type.

*Upon the determination of the City Manager, building permits and inspection fees may be temporarily suspended following a natural disaster.

CAPITAL PROJECTS

5.3.010. IMPACT FEES – PURSUANT TO ORDINANCE ~~2013-18~~

Changes to Impact Fees will be in accordance with the Impact Fees Act Title II Chapter 36A of the Utah Code.

ANIMAL CONTROL

5.4.010. DOG LICENSE FEES

Altered (Spayed or Neutered).....	\$10
Unaltered	\$15
Late Fee	\$15
Reduced Rate for Seniors (60+)	\$1
License Transfer Fee	\$1

5.4.020. ANIMAL SHELTER IMPOUND FEES

Licensed Dog	\$25
Unlicensed Dog	\$30
Small Livestock/Small Exotic/Small Animal/Fowl Reptile.....	\$30
Large Livestock/Large Exotic/Large Animal	\$55
Boarding Per Day:	
Small Animals such as dogs, cats, small exotics, fowl, reptiles, etc.	\$15
Large animals such as horses, cattle, goats, sheep, large exotics, etc.	\$25

On subsequent impounds within a 12-month period for the same owner or address, the fee will double on each incident.

5.4.030. ADOPTION FEES

Dog	\$25
Cat	\$10
Small Animal/Fowl/Reptile	\$5
Small Livestock/Small Exotic Animal.....	\$25
Large Livestock.....	\$40 minimum or auctioned private/public

5.4.040. TRAPS

Deposit	\$50
Rent	\$2 per day

5.4.050. OTHER FEES

Remove Dead Animal.....	Actual Cost of Removal/Disposal - \$50 Minimum
Euthanasia.....	\$25
Pick Up Unlicensed Animal From Owner for Euthanasia.....	\$25 Plus \$5 Copy of Report
Noticing Fees.....	Actual Cost
Other Misc.	\$50/Hour – 1 Hour Minimum

CODE ENFORCEMENT

5.5.010. OTHER FEES

Abatement of Injurious and Noxious Real Property and Unsightly or Deleterious Objects or Structures	\$50/Person/Hour, with a Minimum of \$50 plus Equipment Fees at Current Rental Rates
Sign Impound Fee	\$25

Re-Inspection Fee	\$50
Graffiti Removal and Weed Mowing	\$50/hour/person, with \$50 Minimum Charge

ENGINEERING

6.1.010. ENGINEERING FEES

Field Engineering/Inspections, Plan Review & Inspection Admin	Actual Cost + 10%
Minimum Fee	\$200

2% of Construction Cost Estimate or \$200, whichever is greater, is due before construction, the remainder is due at the end of construction. Any excess shall be refunded to the developer when infrastructure has been accepted by City and final bond has been released.

End of warranty period inspection costs will be deducted from the warranty bond.

6.1.020. OTHER FEES

Street Name Change Application.....	\$200
Record Changes (Address, Lot Orientation, Etc.)	\$300

6.1.030. LAND DISTURBANCE PERMIT

Residential.....	\$50
Subdivision	\$100 Minimum Plus Cost of Review
Inspections	\$75 each
<u>SWPPP Inspection Fee</u>	<u>Actual Cost + 15%</u>
<u>SWPPP Violation Fee.....</u>	<u>\$100 per day</u>

CITY MANAGER AUTHORITY TO AMEND CONSOLIDATED FEE SCHEDULE

The City Manager shall have authority to impose new fees, as the City Manager deems appropriate or necessary. Said fees shall be implemented by executive order. Any fee added by the City Manager under this section shall be effective as specified in executive order implementing the fee. In the regular City Council meeting immediately following any fee added pursuant to this section, the City Manager shall advise the City Council of said fee. The City Council shall then have 60 days from the date of the action taken by the City Manager to amend the Consolidated Fee Schedule to include the new fee. Should the City Council fail to amend the Consolidated Fee Schedule within the 60-day time period, the fee shall be void, and any fees collected pursuant to the executive order issued by the City Manager shall be refunded.

The City Manager or Designee shall have the authority to waive, reduce or refund a fee in the interest of fairness and equity.

Agenda Item 13

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

RESOLUTION NO. 2016-

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF
BLUFFDALE FOR FISCAL YEAR 2016-2017**

WHEREAS, the City Council has approved a tentative budget as the Governing Body of the City of Bluffdale as required by law; and

WHEREAS, the City Council is required to approve a final budget for the fiscal year 2016-2017; and

WHEREAS, the budget appears to be in correct and lawful form.

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

Section 1. Budget Adopted. The budget (Attachment A) is adopted as the final budget for the City of Bluffdale for the fiscal year 2016-2017.

Section 2. Copy Delivered to Salt Lake County Auditor. A copy of the budget and resolution shall be delivered to the Salt Lake County Auditor.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED: June 22, 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	_____	_____

Attachment A
Budget



BLUFFDALE

EST. 1848



ANNUAL BUDGET

Fiscal Year 2017

CITY OF BLUFFDALE, UTAH

TENATIVE BUDGET Year Ended June 30, 2017

TABLE OF CONTENTS

	<u>Page</u>
General Fund Revenues	3-4
General Fund Expenditures By Department Summary	5
General Fund Expenditures By Department Detail	6-25
Class C Roads	26
Bluffdale Old West Days	27
Bluffdale Arts	28
Bluffdale Pageant	29
Bluffdale Rodeo	30
Porter Rockwell CDA	31
Eastern Bluffdale EDA	32
Gateway RDA	33
Jordan Narrows EDA	34
Special Improvement Fund	35
Parks Impact Fees	36
Public Safety Impact Fees	37
Roads & Bridges Impact Fees	38
Storm Drain Impact Fees	39
Capital Projects Fund	40-41
Water Operations Fund	42-43
Water Impact Fees	44
Local Building Authority	45

GENERAL FUND REVENUES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Taxes						
Current property taxes	\$ 940,190	\$ 866,029	\$ 898,313	\$ 925,000	\$ 796,205	\$ 796,205
General sales tax	1,138,644	1,100,000	1,004,538	1,200,000	1,240,000	1,240,000
Fee in Lieu	-	-	-	-	100,000	100,000
Cable TV	121,298	120,000	60,821	70,000	75,000	75,000
Franchise taxes	699,642	750,000	685,904	760,000	800,000	800,000
Telecom Tax	138,682	120,000	161,105	170,000	140,000	140,000
Total Taxes	\$ 3,038,457	\$ 2,956,029	\$ 2,810,682	\$ 3,125,000	\$ 3,151,205	\$ 3,151,205
License and Permits						
Business Licenses	\$ 66,045	\$ 65,000	\$ 69,768	\$ 70,000	\$ 65,000	\$ 65,000
Building Permits	919,128	1,100,000	1,016,270	1,200,000	1,100,000	1,100,000
State Surcharges	6,859	6,500	7,389	7,500	6,500	6,500
Animal Licenses	13,987	12,000	13,063	13,500	12,000	12,000
Street Excavation Permits	35,363	30,000	18,622	22,500	20,000	20,000
Development Fees	284,795	150,000	87,614	95,000	114,500	114,500
Maps & Copies	1,611	1,500	598	750	1,500	1,500
Total License and Permits	\$ 1,327,787	\$ 1,365,000	\$ 1,213,323	\$ 1,409,250	\$ 1,319,500	\$ 1,319,500
Intergovernmental Revenue						
Grants	\$ 45,376	\$ 36,000	\$ 8,537	\$ 8,536	\$ 10,000	\$ 10,000
Liquor Fund Allotment	7,204	7,000	8,382	8,382	8,000	8,000
CDGB	-	-	-	-	-	-
Total Intergovernmental	\$ 52,580	\$ 43,000	\$ 16,918	\$ 16,918	\$ 18,000	\$ 18,000
Charges For Service						
General Government Services	\$ 1,400	\$ 1,500	\$ 929	\$ 1,500	\$ 1,500	\$ 1,500
Inspection Fees	55,278	90,000	17,117	20,000	170,000	170,000
Street Lighting Charges	168,751	145,000	186,117	204,000	175,000	175,000
Storm Water Charges	174,570	170,000	181,040	198,000	170,000	170,000
Ambulance fees	118,275	100,000	155,320	165,000	135,000	135,000
Garbage Collection Charges	458,393	450,000	453,057	495,000	450,000	450,000
Green Waste Collection Charges	51,920	50,000	51,372	58,000	50,000	50,000
Sale of Assets	-	15,500	21,296	22,000	-	-
Town Days	-	-	125	125	-	-
Burial Fees	5,900	5,000	3,700	4,000	5,000	5,000
Total Charges for Service	\$ 1,034,486	\$ 1,027,000	\$ 1,070,072	\$ 1,167,625	\$ 1,156,500	\$ 1,156,500
Fines and Forfeitures						
Court fines & forfeitures	\$ 214,726	\$ 220,000	\$ 203,299	\$ 220,000	\$ 220,000	\$ 220,000
Miscellaneous	525	5,000	957	1,000	5,000	5,000
Total Fines and Forfeitures	\$ 215,252	\$ 225,000	\$ 204,256	\$ 221,000	\$ 225,000	\$ 225,000

GENERAL FUND REVENUES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Miscellaneous Revenues						
Interest Earnings	\$ 4,568	\$ 20,000	\$ 144,712	\$ 20,000	\$ 20,000	\$ 20,000
Parks Rental	3,870	5,000	3,475	4,000	5,000	5,000
Recreation Events	3,063	5,000	5,560	6,000	5,000	5,000
Miscellaneous Revenue	63,943	55,000	70,659	72,000	55,000	55,000
Total Miscellaneous Revenues	\$ 75,443	\$ 85,000	\$ 224,406	\$ 102,000	\$ 85,000	\$ 85,000
Contributions & Transfers						
Appropriate Fund Balance	\$ -	\$ 96,244	\$ -	\$ 96,244	\$ 197,295	\$ 199,295
Eastern Bluffdale EDA Admin Fee	140,000	163,000	149,417	149,417	150,000	150,000
Gateway RDA Admin Fee	26,500	23,000	21,083	21,083	23,000	23,000
Jordan Narrows EDA Admin Fee	14,400	43,000	39,417	39,417	43,000	43,000
Total Contributions & Transfers	\$ 180,900	\$ 325,244	\$ 209,917	\$ 306,161	\$ 413,295	\$ 415,295
Total General Fund Revenues	\$ 5,924,905	\$ 6,026,273	\$ 5,749,574	\$ 6,347,954	\$ 6,368,500	\$ 6,370,500

GENERAL FUND EXPENDITURES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
City Council	\$ 50,721	\$ 60,500	\$ 57,742	\$ 62,500	\$ 75,500	\$ 75,500
Mayor	25,411	32,540	23,951	31,500	33,500	33,500
Administration	519,403	590,360	485,864	565,000	765,000	765,000
Legal	156,056	225,300	149,211	205,000	278,000	278,000
Facilities	66,714	90,500	60,325	85,000	111,500	111,500
Planning	210,780	273,600	200,691	260,000	269,500	269,500
Risk Management	88,524	101,500	91,546	101,500	101,500	101,500
Ambulance	257,033	296,750	249,350	290,000	306,500	306,500
Court	173,217	180,000	157,097	176,000	175,000	175,000
Fire	567,302	659,750	543,046	650,000	688,000	688,000
Law Enforcement	1,044,269	1,165,409	1,087,795	1,200,000	1,130,500	1,130,500
Building	143,834	175,100	135,281	160,000	299,500	299,500
Animal control	91,197	114,600	87,726	107,500	124,500	124,500
Streets	310,227	460,850	341,236	440,000	543,500	543,500
Sanitation	321,460	320,000	305,361	330,000	350,000	350,000
Engineering	351,290	478,700	414,112	465,000	497,000	497,000
Parks & Recreation	341,399	419,135	274,608	400,000	473,500	473,500
Recreation & Culture	38,861	52,000	39,348	50,000	54,500	54,500
Cemetery	3,361	15,500	8,955	15,500	15,500	15,500
Transfers, Loans & Reserves	1,524,276	314,179	293,231	314,179	76,000	78,000
Total General Fund Expenditures	\$ 6,285,333	\$ 6,026,273	\$ 5,006,477	\$ 5,908,679	\$ 6,368,500	\$ 6,370,500
Surplus/(Deficit)	\$ (360,428)	\$ -	\$ 743,097	\$ 439,275	\$ -	\$ -

Beginning Cash Balance	\$ 1,296,143
Reserves (Appropriation of Cash Balance)	(199,295)
Ending Cash Balance	<u>\$ 1,096,848</u>

Cash Balance Percentage: State law limit between 5% to 25% 0.172176124

CITY COUNCIL

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Part-time Salaries & Wages	\$ 31,200	\$ 30,000	\$ 28,600	\$ 32,000	\$ 44,000	\$ 44,000
Employee Benefits	4,065	2,000	3,274	2,000	2,000	2,000
Books, Subscriptions, Memberships	1,134	1,500	1,664	1,500	1,500	1,500
Travel & Training	3,379	5,000	234	5,000	5,000	5,000
Office Supplies	248	500	437	500	500	500
Professional & Technical	10,695	8,000	11,125	8,000	15,000	15,000
Miscellaneous	-	2,500	2,508	2,500	2,500	2,500
Equipment	-	11,000	9,900	11,000	5,000	5,000
Total Expenditures	\$ 50,721	\$ 60,500	\$ 57,742	\$ 62,500	\$ 75,500	\$ 75,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
City Council raise to \$600/month	2017	\$ 12,000
Professional & Technical - Transcribing	2017	8,000
Equipment	2017	5,000

COMMENTS

MAYOR

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Part-time Salaries & Wages	\$ 14,400	\$ 15,000	\$ 13,750	\$ 15,000	\$ 15,000	\$ 15,000
Employee Benefits	5,734	3,740	3,364	3,700	4,000	4,000
Books, Subscriptions, Memberships	1,134	2,000	1,324	2,000	2,000	2,000
Travel & Training	1,760	2,500	1,721	2,500	3,000	3,000
Office Supplies	113	500	-	500	500	500
Telephone	780	1,000	650	1,000	1,000	1,000
Professional & Technical	-	800	-	800	1,000	1,000
Miscellaneous	1,489	5,000	1,141	4,000	5,000	5,000
Equipment	-	2,000	2,000	2,000	2,000	2,000
Total Expenditures	\$ 25,411	\$ 32,540	\$ 23,951	\$ 31,500	\$ 33,500	\$ 33,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Travel & Training - Wasatch Front Regional Council (COG)	2017	\$ 500
Equipment - Computer	2017	2,000

COMMENTS

ADMINISTRATION

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 257,488	\$ 284,800	\$ 242,170	\$ 284,800	\$ 400,000	\$ 400,000
Employee Benefits	89,244	101,900	91,940	101,900	155,000	155,000
Books, Subscriptions, Memberships	2,798	3,000	2,603	3,000	3,000	3,000
Public Notices	9,958	9,100	6,784	9,100	9,000	9,000
Travel & Training	3,869	9,500	3,741	9,500	9,500	9,500
Office Supplies	10,224	10,000	6,039	10,000	10,000	10,000
Telephone	762	1,560	785	1,560	2,000	2,000
Professional & Technical	99,471	130,000	88,963	108,640	136,000	136,000
Miscellaneous	28,912	13,500	28,203	18,500	13,500	13,500
Primary & General Election	38	17,000	7,514	8,000	17,000	17,000
Equipment	16,638	10,000	7,122	10,000	10,000	10,000
Total Expenditures	\$ 519,403	\$ 590,360	\$ 485,864	\$ 565,000	\$ 765,000	\$ 765,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Add Full-time Finance Director	2017	\$ 88,000
Additional Crossing Guard (potential)	2017	12,000
Miscellaneous Equipment	2017	10,000
Professional & Technical - City Website Hosting & Fees	2017	6,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

LEGAL

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 102,331	\$ 118,100	\$ 98,803	\$ 118,100	\$ 152,000	\$ 152,000
Employee Benefits	39,877	47,400	40,698	47,400	61,000	61,000
Books, Subscriptions, Memberships	4,208	5,500	3,822	5,500	5,500	5,500
Travel & Training	3,310	5,000	3,062	5,000	6,000	6,000
Office Supplies	1,181	2,000	891	2,000	2,000	2,000
Telephone	1,117	1,800	1,064	1,800	2,000	2,000
Professional & Technical	1,033	42,000	575	21,700	46,000	46,000
Miscellaneous	1,000	1,000	296	1,000	1,000	1,000
Equipment	2,000	2,500	-	2,500	2,500	2,500
Total Expenditures	\$ 156,056	\$ 225,300	\$ 149,211	\$ 205,000	\$ 278,000	\$ 278,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Increase Asst. City Attorney/Prosecutor to full-time @ \$26/hr.	2017	\$ 30,000
Increase Travel & Training for (2) two Attorneys	2017	1,000
Prof & Tech - Move Public Defender from Court to Legal	2017	4,000
Assistant City Attorney	2018	60,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

FACILITIES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Supplies & Maintenance	\$ 3,084	\$ 3,000	\$ 3,236	\$ 3,000	\$ 3,000	\$ 3,000
Buildings & Grounds	10,170	22,000	8,457	22,000	43,000	43,000
Utilities	33,351	35,000	33,781	35,000	35,000	35,000
Telephone	18,203	17,000	14,451	17,000	17,000	17,000
Professional & Technical	1,906	13,500	400	8,000	13,500	13,500
Equipment	-	-	-	-	-	-
Total Expenditures	\$ 66,714	\$ 90,500	\$ 60,325	\$ 85,000	\$ 111,500	\$ 111,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
New carpeting upstairs (Redwood Rd.)	2017	\$ 6,000
Lunch room (Redwood Rd.)	2017	15,000
Total Increase to Buildings & Grounds	2017	\$ 21,000

New Public Works Building	2018-2019	\$ 4,500,000
---------------------------	-----------	--------------

COMMENTS

PLANNING

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 133,490	\$ 152,700	\$ 122,766	\$ 152,700	\$ 158,000	\$ 158,000
Employee Benefits	63,077	75,700	65,286	75,700	81,000	81,000
Books, Subscriptions, Memberships	2,471	5,000	2,188	3,000	5,000	5,000
Public Notices	1,100	3,000	2,360	3,000	3,000	3,000
Travel & Training	3,948	6,000	4,281	6,000	6,000	6,000
Office Supplies	1,897	4,500	2,171	3,100	4,500	4,500
Telephone	849	1,500	715	1,500	1,500	1,500
Professional & Technical	913	17,000	-	12,000	2,000	2,000
Miscellaneous	286	3,000	139	1,000	3,000	3,000
Equipment	2,750	5,200	784	2,000	5,500	5,500
Total Expenditures	\$ 210,780	\$ 273,600	\$ 200,691	\$ 260,000	\$ 269,500	\$ 269,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Miscellaneous Equipment	2017	\$ 5,500
Intern	2018	10,000
Vehicle	2018	30,000
Zoning & Subdivision Re-write (Consultant)	2018	60,000
GIS Tech	2018	60,000
Executive Secretary	2018	60,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

RISK MANAGEMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Employee Drug Testing	\$ 1,266	\$ 1,500	\$ 962	\$ 1,500	\$ 1,500	\$ 1,500
Insurance	87,258	100,000	90,585	100,000	100,000	100,000
Total Expenditures	\$ 88,524	\$ 101,500	\$ 91,546	\$ 101,500	\$ 101,500	\$ 101,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
--------------------	--------------------	---------------

COMMENTS

AMBULANCE

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Part-Time Salaries & Wages	\$ 196,981	\$ 235,350	\$ 196,091	\$ 228,600	\$ 242,000	\$ 242,000
Employee Benefits	21,318	25,000	21,021	25,000	25,000	25,000
Supplies & Maintenance	14,118	12,000	13,302	12,000	15,000	15,000
Shop Charges	3,563	6,000	2,679	6,000	6,000	6,000
Telephone	2,452	2,400	1,528	2,400	2,500	2,500
Professional & Technical	18,601	14,000	14,729	14,000	14,000	14,000
Equipment	-	2,000	-	2,000	2,000	2,000
Total Expenditures	\$ 257,033	\$ 296,750	\$ 249,350	\$ 290,000	\$ 306,500	\$ 306,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Salary Increase 3%/Medic/Hr	2017	\$ 6,650
Ambulance - see Capital Projects	2018	150,000

COMMENTS

COURT

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 57,089	\$ 63,800	\$ 55,128	\$ 63,800	\$ 66,000	\$ 66,000
Employee Benefits	12,234	14,000	11,969	14,000	14,000	14,000
Books, Subscriptions, Memberships	687	700	779	700	1,000	1,000
Travel & Training	1,417	2,000	2,104	2,000	4,000	4,000
Office Supplies	2,327	2,500	1,956	2,500	2,500	2,500
State Surcharges	82,594	70,000	72,776	70,000	70,000	70,000
Professional & Technical	11,198	21,000	8,268	17,000	15,000	15,000
Miscellaneous	182	500	-	500	500	500
Equipment	5,489	5,500	4,118	5,500	2,000	2,000
Total Expenditures	\$ 173,217	\$ 180,000	\$ 157,097	\$ 176,000	\$ 175,000	\$ 175,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Move \$2k from Professional & Technical to Travel & Training	2017	\$ -
Prof & Tech - Move Public Defender from Court to Legal	2017	(4,000)
Miscellaneous Equipment	2017	2,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%

FIRE DEPARTMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 74,900	\$ 84,500	\$ 72,425	\$ 84,500	\$ 87,000	\$ 87,000
Part-Time Salaries & Wages	319,295	372,450	315,555	362,700	384,000	384,000
Employee Benefits	69,022	81,200	65,015	81,200	85,000	85,000
Books, Subscriptions, Memberships	815	1,800	1,760	1,800	2,000	2,000
Travel & Training	6,815	12,900	3,142	12,900	13,000	13,000
Office Supplies	164	1,000	1,110	1,000	1,500	1,500
Supplies & Maintenance	10,167	9,000	9,269	9,000	9,500	9,500
Shop Charges	32,089	25,000	22,514	25,000	26,000	26,000
Telephone	7,990	8,500	5,802	8,500	8,500	8,500
VECC	5,062	12,000	9,670	12,000	15,000	15,000
Professional & Technical	10,358	14,000	4,661	14,000	14,000	14,000
CERT	6,877	4,000	1,494	4,000	4,000	4,000
Emergency Preparation	4,863	8,000	4,926	8,000	8,000	8,000
Protective Equipment	16,073	20,000	25,499	20,000	25,000	25,000
Miscellaneous	2,608	5,400	-	5,400	5,500	5,500
Equipment	205	-	205	-	-	-
Total Expenditures	\$ 567,302	\$ 659,750	\$ 543,046	\$ 650,000	\$ 688,000	\$ 688,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
3% Salary Increase for Fire Chief & Emergency	2017	\$ 3,000
Salary Increase 3%/Fire Fighter/ Hr	2017	11,550
Station 2 @ Independence (see Public Safety Impact Fees)	2017	2,500,000
Engine (see Capital Projects)	2018 <i>Lease Option</i>	400,000
Ladder Truck (see Capital Projects)	2018 <i>Lease Option</i>	1,000,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

ISO says Engine 92 needs to be replaced since it's over 10-years old. They also stated we should have 3 pieces of Fire equipment to respond with Engine & Ladder combinations.

LAW ENFORCEMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Office Supplies	\$ 1,643	\$ 2,000	\$ 3,083	\$ 2,000	\$ 2,000	\$ 2,000
Supplies & Maintenance	1,851	1,000	1,547	1,000	1,000	1,000
Shop Charges	52,742	70,000	28,929	70,000	70,000	70,000
Telephone	4,374	5,000	4,579	5,000	5,000	5,000
D.A.R.E. Program	-	2,500	47	2,500	2,500	2,500
Professional Services	884,422	999,909	989,228	1,034,500	1,000,000	1,000,000
Equipment	99,236	85,000	60,382	85,000	50,000	50,000
Total Expenditures	\$ 1,044,269	\$ 1,165,409	\$ 1,087,795	\$ 1,200,000	\$ 1,130,500	\$ 1,130,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Miscellaneous Self Provide	2017	\$ 50,000
Self Provide	2018	1,500,000

COMMENTS

2013/2014 Contractually added 1/2 time detective in 3rd Q; and a Rsrv Officer in 4th Q

2014/2015 Reserve Program--add a Rsrv Officer at 7/1/2014 and Rsrv Detective in Jan 2015

2015/2016 Contractually added a 5th Officer; Increased hours for Records Clerk; Promotion of Corporal to Sergeant.

BUILDING

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 46,841	\$ 56,500	\$ 46,874	\$ 56,500	\$ 58,500	\$ 58,500
Employee Benefits	15,305	16,500	15,465	16,500	19,000	19,000
Books, Subscriptions, Memberships	228	750	763	750	500	500
Travel & Training	-	2,000	-	2,000	2,000	2,000
Office Supplies	3,011	3,000	1,910	3,000	3,000	3,000
Shop Charges	240	2,000	405	2,000	2,000	2,000
Telephone	91	350	-	250	500	500
Professional & Technical	72,630	85,000	65,573	70,000	205,000	205,000
Miscellaneous	5,487	8,000	4,290	8,000	8,000	8,000
Equipment	-	1,000	-	1,000	1,000	1,000
Total Expenditures	\$ 143,834	\$ 175,100	\$ 135,281	\$ 160,000	\$ 299,500	\$ 299,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Professional & Technical - SWPPP Inspections	2017	\$ 120,000
Full time Building Official	2019	100,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

ANIMAL CONTROL

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 57,149	\$ 64,700	\$ 57,839	\$ 64,700	\$ 67,000	\$ 67,000
Employee Benefits	18,378	19,200	19,318	19,200	22,000	22,000
Books, Subscriptions, Memberships	-	200	-	100	500	500
Travel & Training	285	1,500	447	1,500	1,500	1,500
Office Supplies	725	1,000	389	1,000	1,000	1,000
Supplies & Maintenance	1,731	2,000	1,512	2,000	2,000	2,000
Shop Charges	4,748	7,000	3,631	7,000	7,000	7,000
Telephone	1,272	1,500	1,260	1,500	1,500	1,500
Professional & Technical	6,810	12,000	3,057	5,000	12,000	12,000
Miscellaneous	98	1,000	274	1,000	1,000	1,000
Equipment	-	4,500	-	4,500	9,000	9,000
Total Expenditures	\$ 91,197	\$ 114,600	\$ 87,726	\$ 107,500	\$ 124,500	\$ 124,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Equipment increase to outfit new animal control trucks 2 @ \$4500 ea.		\$ 9,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

STREETS

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 102,977	\$ 153,100	\$ 100,150	\$ 153,100	\$ 225,000	\$ 225,000
Employee Benefits	73,168	89,800	54,290	89,800	90,000	90,000
Books, Subscriptions, Memberships	-	-	509	-	-	-
Travel & Training	2,113	2,250	357	2,250	2,500	2,500
Office Supplies	-	500	-	500	500	500
Supplies & Maintenance	1,108	7,000	1,361	7,000	7,000	7,000
Shop Charges	27,529	61,000	32,595	40,150	61,000	61,000
Telephone	1,049	2,500	883	2,500	2,500	2,500
Street Lighting	72,212	70,000	80,649	70,000	70,000	70,000
Road Maintenance	23,050	60,000	63,915	60,000	70,000	70,000
Protective Equipment	633	1,700	752	1,700	2,000	2,000
Miscellaneous	6,389	12,000	5,774	12,000	12,000	12,000
Equipment	-	1,000	-	1,000	1,000	1,000
Total Expenditures	\$ 310,227	\$ 460,850	\$ 341,236	\$ 440,000	\$ 543,500	\$ 543,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Add Part-time Fleet Manager	2017	\$ 20,000
Add Full-Time Streets Worker	2017	50,000
Increase Road Maintenance	2017	10,000
Miscellaneous Equipment	2017	1,000
Shop Charges - Tires	2018	8,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

SANITATION

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Professional & Technical	\$ 321,460	\$ 320,000	\$ 305,361	\$ 330,000	\$ 350,000	\$ 350,000
Miscellaneous	-	-	-	-	-	-
Total Expenditures	\$ 321,460	\$ 320,000	\$ 305,361	\$ 330,000	\$ 350,000	\$ 350,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
--------------------	--------------------	---------------

COMMENTS

ENGINEERING

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 170,981	\$ 248,000	\$ 230,608	\$ 248,000	\$ 260,000	\$ 260,000
Employee Benefits	79,605	116,000	98,223	116,000	125,000	125,000
Books, Subscriptions, Memberships	1,424	6,000	1,373	6,000	7,500	7,500
Travel & Training	5,153	9,000	7,313	9,000	7,000	7,000
Office Supplies	3,089	5,000	2,177	5,000	5,000	5,000
Supplies and Maintenance	686	600	590	600	2,000	2,000
Shop Charges	1,375	2,000	1,564	2,000	2,500	2,500
Telephone	3,292	3,600	2,184	3,600	3,500	3,500
Professional & Technical	53,956	65,000	51,355	51,300	65,000	65,000
Rent Office Space	13,708	15,000	14,092	15,000	15,000	15,000
Miscellaneous	1,205	1,500	409	1,500	1,500	1,500
Equipment	16,815	7,000	4,221	7,000	3,000	3,000
Total Expenditures	\$ 351,290	\$ 478,700	\$ 414,112	\$ 465,000	\$ 497,000	\$ 497,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Miscellaneous Equipment	2017	\$ 3,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

Books & Memberships: \$200 Price Increase on Auto Desk Renewal; \$1,000 ESRI Arc GIS; \$100 Increase Misc. Associations
 Training & Travel: \$1,000 added Assistant Construction Manager; \$500 Corridor and Pipe Network Training (Civil 3D)
 Supplies & Maintenance: \$1,400 Increase for copier maintenance, safety clothing, misc. tools
 Shop Charges: \$300 Increase for additional vehicle (new but will need general maintenance)

PARKS & RECREATION

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Salaries & Wages	\$ 155,544	\$ 158,100	\$ 140,347	\$ 158,100	\$ 193,000	\$ 193,000
Part-Time Salaries	27,467	61,400	16,263	61,400	61,500	61,500
Temporary Employees	676	1,000	1,049	1,000	1,000	1,000
Employee Benefits	62,757	74,735	57,547	74,735	82,000	82,000
Books, Subscriptions, Memberships	175	200	310	200	5,500	5,500
Travel & Training	1,901	3,500	3,171	3,500	5,500	5,500
Office Supplies	330	500	593	500	1,000	1,000
Supplies & Maintenance	1,547	2,000	927	2,000	2,000	2,000
Buildings & Grounds	48,802	63,000	30,135	43,865	63,000	63,000
Shop Charges	12,942	15,000	8,488	15,000	15,000	15,000
Telephone	1,322	5,000	675	5,000	9,000	9,000
Professional & Technical	24,555	30,000	13,004	30,000	30,000	30,000
Protective Equipment	2,668	2,700	1,833	2,700	3,000	3,000
Miscellaneous	159	1,000	266	1,000	1,000	1,000
Equipment	555	1,000	-	1,000	1,000	1,000
Total Expenditures	\$ 341,399	\$ 419,135	\$ 274,608	\$ 400,000	\$ 473,500	\$ 473,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Additional Full-time Parks Employee	2017	\$ 30,000
Membership contribution for Jordan River Commission	2017	5,000
Increase Education	2017	2,000
Increase Office Supplies	2017	500
Telephone - Increase for Security/Camera System	2017	4,000
Miscellaneous Equipment	2017	1,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

RECREATION & CULTURE

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Other Recreation Events	\$ 13,430	\$ 25,000	\$ 19,348	\$ 25,000	\$ 25,000	\$ 25,000
Riverton Senior Citizen fee	20,000	22,000	20,000	20,000	22,000	22,000
Float	5,431	5,000	-	5,000	7,500	7,500
Community Support	-	-	-	-	-	-
Total Expenditures	\$ 38,861	\$ 52,000	\$ 39,348	\$ 50,000	\$ 54,500	\$ 54,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Complete float redesign w/ new City branding	2017	\$ 2,500

COMMENTS

CEMETERY

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Buildings & Grounds	\$ 391	\$ 10,500	\$ 7,595	\$ 10,500	\$ 10,500	\$ 10,500
Professional & Technical	2,970	5,000	1,360	5,000	5,000	5,000
Total Expenditures	\$ 3,361	\$ 15,500	\$ 8,955	\$ 15,500	\$ 15,500	\$ 15,500

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Improvements	2017	\$ 10,500
Trees	2017-2019	3,000

COMMENTS

TRANSFERS, LOANS & RESERVES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Transfer to Capital Projects	\$ 1,461,476	\$ 251,379	\$ 230,431	\$ 251,379	\$ -	\$ -
Increase Fund Balance	-	-	-	-	-	-
Reserve City Hall Transfer to CP	-	-	-	-	-	-
Transfer to Old West Days	30,800	30,800	30,800	30,800	40,000	40,000
Transfer to BAAB	9,000	9,000	9,000	9,000	13,000	15,000
Transfer to Miss Bluffdale	7,500	7,500	7,500	7,500	7,500	7,500
Transfer to Rodeo	15,500	15,500	15,500	15,500	15,500	15,500
Loan to Porter Rockwell	-	-	-	-	-	-
Total Expenditures	\$ 1,524,276	\$ 314,179	\$ 293,231	\$ 314,179	\$ 76,000	\$ 78,000

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Request to Increase Transfer to Old West Days	2017+	\$ 9,200
Request to Increase Transfer to BAAB	2017+	4,000

COMMENTS

CLASS C ROADS

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Interest Earnings	\$ 2,325	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 2,500
Class "C" Road Allotment	315,312	425,000	267,960	380,000	425,000	425,000
Appropriate Fund Balance	-	113,500	-	233,500	-	-
Total Revenues	\$ 317,637	\$ 541,000	\$ 267,960	\$ 616,000	\$ 427,500	\$ 427,500
Expenditures						
Slurry Seal	\$ 26,054	\$ 125,000	\$ 93,794	\$ 125,000	\$ 125,000	\$ 125,000
Crack Seal	38,578	75,000	76,302	80,000	80,000	80,000
Spot Fixes	-	-	-	-	-	-
2700 West	450,738	161,000	160,279	161,000	-	-
14865 S Resurfacing	-	-	-	-	-	-
Saddleback Road Slurry	-	-	-	-	-	-
Loumis Parkway	16,809	180,000	180,988	250,000	-	-
Equipment	-	-	-	-	-	-
Reserve	-	-	-	-	222,500	222,500
Total Expenditures	\$ 532,180	\$ 541,000	\$ 511,363	\$ 616,000	\$ 427,500	\$ 427,500
Surplus/(Deficit)	\$ (214,542)	\$ -	\$ (243,404)	\$ -	\$ -	\$ -
Beginning Cash Balance						\$ 206,108
Reserves (Appropriation of Cash Balance)						222,500
Ending Cash Balance						<u>\$ 428,608</u>

FUTURE PROJECTS

DESCRIPTION	FISCAL YEAR	AMOUNT
150000 S 2200 - 3200 W Rotomill & Overlay	2017	\$ 200,000
Slurry Seal	2017	50,000
Crack Seal	2017	50,000
Truck	2018	45,000
14400 South Widening	2018	300,000
13800 South	2019	250,000

COMMENTS

Street Sweeper (see Capital Projects)	260,000
Paint Sprayer for Striping (see Capital Projects)	5,000
Crack Seal Machine (see Capital Projects)	40,000

OLD WEST DAYS

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Sponsors	\$ 44,050	\$ 30,000	\$ 32,023	\$ 20,000	\$ 20,000	\$ 20,000
3 on 3	55	50	103	100	50	50
Race	571	500	1,742	2,000	1,000	1,000
Buckaroo	476	200	669	1,000	200	200
ATV Rodeo	631	400	279	200	200	200
Vendors	2,050	1,000	1,515	1,000	800	800
Games	-	-	-	-	-	-
Attractions	3,716	5,000	6,093	7,500	5,000	5,000
Trading Post	4,131	4,000	4,089	4,250	3,000	3,000
Concessions	1,782	1,500	1,785	2,000	1,000	1,000
Senior Dinner	682	500	621	1,000	500	500
Miscellaneous	94	-	-	50	-	-
Transfer from General Fund	30,800	30,800	30,800	30,800	40,000	40,000
Appropriate Fund Balance	-	-	-	15,000	19,750	19,750
Total Revenues	\$ 89,037	\$ 73,950	\$ 79,718	\$ 84,900	\$ 91,500	\$ 91,500
Expenditures						
Advertising	\$ 9,577	\$ 12,000	\$ 10,442	\$ 10,500	\$ 12,000	\$ 12,000
Attractions	20,313	19,000	24,540	25,000	25,000	25,000
Trading Post	2,238	3,000	3,052	3,100	3,200	3,200
Awards & Appreciation	3,412	4,000	3,992	4,300	4,000	4,000
Concessions	1,112	2,500	968	1,000	1,500	1,500
Game Show & Concerts	1,534	2,000	1,032	1,100	2,500	2,500
Youth Night	420	800	453	500	800	800
Rentals	4,492	5,000	5,130	5,200	6,000	6,000
Shows	250	600	250	250	500	500
Race	1,107	1,200	1,022	1,100	1,400	1,400
Family Fun Rodeo (Buckaroo)	266	400	786	800	1,000	1,000
ATV Rodeo	291	400	286	300	400	400
Concert & Entertainment	7,600	10,000	19,838	20,000	20,000	20,000
Parade	1,276	1,350	509	600	1,200	1,200
Cook-off	-	-	-	-	-	-
3 on 3 Basketball	-	500	-	-	500	500
Senior Dinner	1,080	2,000	962	1,000	2,000	2,000
Special Activities	-	-	928	1,000	1,000	1,000
Miscellaneous	3,093	3,800	2,259	2,200	3,500	3,500
Buildings	498	2,000	4,012	4,100	2,000	2,000
Game Booths	3,041	3,000	1,978	2,000	3,000	3,000
Reserves	-	400	-	850	-	-
Total Expenditures	\$ 61,601	\$ 73,950	\$ 82,438	\$ 84,900	\$ 91,500	\$ 91,500
Surplus/(Deficit)	\$ 27,437	\$ -	\$ (2,720)	\$ -	\$ -	\$ -

Beginning Cash Balance	\$ 90,654
Reserves (Appropriation of Cash Balance)	(19,750)
Ending Cash Balance	<u>\$ 70,904</u>

BLUFFDALE ARTS ADVISORY

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Zap Tax	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 12,000	\$ 12,000
Ticket Sales	14,860	14,500	11,093	14,500	15,000	15,000
Photo Sales	512	650	80	650	650	650
Concessions	1,599	500	1,094	1,100	500	500
T-Shirt Sales	1,422	1,000	262	1,000	1,000	1,000
Sponsors	-	-	500	-	-	-
Miscellaneous	323	1,000	1,653	1,000	-	-
Transfer from General Fund	9,000	9,000	9,000	9,000	13,000	15,000
Appropriate Fund Balance	-	3,850	-	3,850	-	-
Total Revenues	\$ 34,716	\$ 37,500	\$ 30,683	\$ 38,100	\$ 42,150	\$ 44,150
Expenditures						
Advertising	\$ 4,534	\$ 4,200	\$ 3,846	\$ 4,200	\$ 9,750	\$ 9,750
Photo Sales	387	-	-	-	-	-
Props & Set	5,504	5,000	5,452	6,000	5,600	5,600
Costumes	5,531	5,000	5,875	6,000	5,500	5,500
Facilities	4,628	11,200	7,253	11,200	9,100	9,100
Music & Script	6,492	6,600	5,653	6,600	6,600	6,600
Shirts	2,190	2,000	1,176	2,000	2,000	2,000
Battle of the Bands	979	1,000	-	1,000	750	750
Concerts	545	500	1,107	1,200	200	200
Concessions	247	-	501	500	-	-
Christmas Festival	-	-	-	-	-	-
Miscellaneous	2,360	2,000	2,155	2,500	2,650	2,650
Reserves	-	-	-	-	-	2,000
Total Expenditures	\$ 33,397	\$ 37,500	\$ 33,016	\$ 41,200	\$ 42,150	\$ 44,150
Surplus/(Deficit)	\$ 1,319	\$ -	\$ (2,334)	\$ (3,100)	\$ -	\$ -

Beginning Cash Balance	\$ (1,800)
Reserves (Appropriation of Cash Balance)	2,000
Ending Cash Balance	<u>\$ 200</u>

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Zap Tax Revenue - Increase Grant request (pending actual monies awarded).		\$ 5,000
Advertising Expenditure - South Valley Journal is under new ownership and now charges for advertising.		5,000

COMMENTS

Increase the "Transfer from General Fund" an addition +\$2K to eliminate deficit and start building a reserve.

MISS BLUFFDALE PAGEANT

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Application Fees	\$ 360	\$ 400	\$ 280	\$ 400	\$ 400	\$ 400
Ticket Sales	1,657	1,500	985	1,500	1,500	1,500
Fund Raising	2,459	900	5,246	5,500	900	900
Sponsors	900	1,000	500	1,000	1,000	1,000
Transfer from General Fund	7,500	7,500	7,500	7,500	7,500	7,500
Appropriate Fund Balance	-	1,000	-	1,000	1,000	1,000
Total Revenues	\$ 12,876	\$ 12,300	\$ 14,511	\$ 16,900	\$ 12,300	\$ 12,300
Expenditures						
Scholarships	\$ 3,750	\$ 6,250	\$ 7,000	\$ 7,000	\$ 6,250	\$ 6,250
Advertising	-	-	-	-	-	-
Workshops	31	500	31	2,500	500	500
Pageant	2,012	3,000	1,758	2,000	3,000	3,000
Fund Raising	901	1,000	3,210	3,800	1,000	1,000
Awards	461	550	-	-	550	550
Miscellaneous	1,342	1,000	1,095	1,500	1,000	1,000
Total Expenditures	\$ 8,496	\$ 12,300	\$ 13,095	\$ 16,800	\$ 12,300	\$ 12,300
Surplus/(Deficit)	\$ 4,380	\$ -	\$ 1,417	\$ 100	\$ -	\$ -

Beginning Cash Balance	\$ 14,711
Reserves (Appropriation of Cash Balance)	(1,000)
Ending Cash Balance	\$ 13,711

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Current		
Queen Scholarship	2017	\$ 2,500
1st Attendant Scholarship	2017	2,000
2nd Attendant Scholarship	2017	1,750
Scholarships Total	2017	<u>\$ 6,250</u>

COMMENTS

RODEO FUND

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Ticket Sales	\$ 9,868	\$ 10,000	\$ 11,483	\$ 11,483	\$ 10,000	\$ 10,000
Sponsors	3,500	2,500	-	2,500	2,500	2,500
Concessions	1,595	1,000	-	1,000	-	-
Vendors	-	-	350	500	100	100
Mutton Bustin	210	150	130	150	150	150
Fees	1,125	1,000	980	1,000	800	800
Miscellaneous	-	-	-	-	-	-
Transfer from General Fund	15,500	15,500	15,500	15,500	15,500	15,500
Appropriate Fund Balance	-	-	-	-	-	-
Total Revenues	\$ 31,798	\$ 30,150	\$ 28,443	\$ 32,133	\$ 29,050	\$ 29,050
Expenditures						
Advertising	\$ 3,600	\$ 4,150	\$ 3,108	\$ 4,150	\$ 4,150	\$ 4,150
Stock	11,600	14,000	11,636	14,000	14,000	14,000
Entertainment	800	1,500	1,100	1,500	1,500	1,500
Concessions	963	2,500	-	2,500	-	-
Rentals	390	500	1,076	1,100	2,000	2,000
Awards	265	500	223	500	1,000	1,000
Miscellaneous	1,533	1,500	736	1,500	1,500	1,500
Reserves	-	5,500	-	5,500	4,900	4,900
Total Expenditures	\$ 19,151	\$ 30,150	\$ 17,879	\$ 30,750	\$ 29,050	\$ 29,050
Surplus/(Deficit)	\$ 12,647	\$ -	\$ 10,564	\$ 1,383	\$ -	\$ -

Beginning Cash Balance	\$ 58,786
Reserves (Appropriation of Cash Balance)	4,900
Ending Cash Balance	<u>\$ 63,686</u>

PORTER ROCKWELL CDA

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	-	-	-	-	-	-
Transfer from General Fund	-	10,000	-	10,000	10,000	10,000
Appropriate Fund Balance	-	-	-	-	-	-
Total Revenues	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
Expenditures						
Professional & Technical	\$ 8,799	\$ 10,000	\$ 13,750	\$ 15,000	\$ 10,000	\$ 10,000
Land Purchase	-	-	-	-	-	-
Affordable Housing	-	-	-	-	-	-
Pony Express Curb	-	-	-	-	-	-
Incentives	-	-	-	-	-	-
Porter Rockwell	-	-	-	-	-	-
Administrative Charge	-	-	-	-	-	-
Total Expenditures	\$ 8,799	\$ 10,000	\$ 13,750	\$ 15,000	\$ 10,000	\$ 10,000
Surplus/(Deficit)	\$ (8,799)	\$ -	\$ (13,750)	\$ (5,000)	\$ -	\$ -

Beginning Cash Balance	\$ (28,674)
Reserves (Appropriation of Cash Balance)	-
Ending Cash Balance	<u>\$ (28,674)</u>

EASTERN BLUFFDALE EDA

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Property Taxes	\$ 1,635,522	\$ 1,630,000	\$ 1,783,460	\$ 1,783,460	\$ 1,750,000	\$ 1,750,000
Interest Earnings	16,945	-	-	-	-	-
Transfer from Roads Impact--PRB	-	-	-	2,000,000	-	-
Transfer from General Fund	-	-	-	-	-	-
Appropriate Fund Balance	-	2,000,000	-	-	-	-
Total Revenues	\$ 1,652,467	\$ 3,630,000	\$ 1,783,460	\$ 3,783,460	\$ 1,750,000	\$ 1,750,000
Expenditures						
Professional & Technical	\$ 122,831	\$ 175,000	\$ 14,551	\$ 175,000	\$ 175,000	\$ 175,000
Land Purchase	-	-	-	-	-	-
Affordable Housing	-	280,000	-	280,000	-	-
Pony Express Curb	-	-	-	-	-	-
Incentives	4,250	1,965,000	10,825	1,965,000	1,050,000	1,050,000
Porter Rockwell	321,412	1,047,000	72,402	1,047,000	375,000	375,000
Loan to Jordan Narrows	-	-	-	-	-	-
Administrative Charge	140,000	163,000	149,417	163,000	150,000	150,000
Total Expenditures	\$ 588,493	\$ 3,630,000	\$ 247,195	\$ 3,630,000	\$ 1,750,000	\$ 1,750,000
Surplus/(Deficit)	\$ 1,063,974	\$ -	\$ 1,536,265	\$ 153,460	\$ -	\$ -

Beginning Cash Balance	\$ 1,885,956
Reserves (Appropriation of Cash Balance)	-
Ending Cash Balance	<u>\$ 1,885,956</u>

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
14400 S Widening	2018	\$ 450,000

GATEWAY RDA

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Property Taxes	\$ 233,335	\$ 230,000	\$ 237,082	\$ 237,082	\$ 237,000	\$ 237,000
Interest Earnings	2,244	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
Appropriate Fund Balance	-	-	-	-	-	-
Total Revenues	\$ 235,579	\$ 230,000	\$ 237,082	\$ 237,082	\$ 237,000	\$ 237,000
Expenditures						
Professional & Technical	\$ -	\$ -	\$ 4,746	\$ 4,800	\$ 5,000	\$ 5,000
Land Purchase	-	-	-	-	-	-
Affordable Housing	51,914	53,000	46,667	53,000	53,000	53,000
Pony Express Curb	-	-	-	-	-	-
Incentives	-	154,000	-	154,000	156,000	156,000
Porter Rockwell	-	-	-	-	-	-
Loan to Jordan Narrows	-	-	-	-	-	-
Miscellaneous	98,423	-	-	-	-	-
Administrative Charge	26,500	23,000	21,083	23,000	23,000	23,000
Total Expenditures	\$ 176,837	\$ 230,000	\$ 72,496	\$ 234,800	\$ 237,000	\$ 237,000
Surplus/(Deficit)	\$ 58,742	\$ -	\$ 164,586	\$ 2,282	\$ -	\$ -

Beginning Cash Balance	\$ 482,000
Reserves (Appropriation of Cash Balance)	-
Ending Cash Balance	<u>\$ 482,000</u>

JORDAN NARROWS EDA

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Property Taxes	\$ 431,007	\$ 430,000	\$ 919,599	\$ 920,000	\$ 920,000	\$ 920,000
Interest Earnings	2,204	-	-	-	-	-
Loan from Eastern Bluffdale	-	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
Appropriate Fund Balance	-	150,000	-	150,000	-	-
Total Revenues	\$ 433,211	\$ 580,000	\$ 919,599	\$ 1,070,000	\$ 920,000	\$ 920,000
Expenditures						
Professional & Technical	-	-	-	-	-	-
Land Purchase	-	-	-	-	-	-
Affordable Housing	-	30,000	1,500	30,000	30,000	30,000
Pony Express Curb	-	-	-	-	-	-
Incentives	-	507,000	-	507,000	247,000	247,000
Porter Rockwell	-	-	-	-	600,000	600,000
Loan to Jordan Narrows	-	-	-	-	-	-
Administrative Charge	14,400	43,000	39,417	43,000	43,000	43,000
Total Expenditures	\$ 14,400	\$ 580,000	\$ 40,917	\$ 580,000	\$ 920,000	\$ 920,000
Surplus/(Deficit)	\$ 418,811	\$ -	\$ 878,682	\$ 490,000	\$ -	\$ -

Beginning Cash Balance	\$ 669,126
Reserves (Appropriation of Cash Balance)	-
Ending Cash Balance	<u>\$ 669,126</u>

SPECIAL IMPROVEMENT FUND GATEWAY (SID)

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
SID Assessments	\$ 208,539	\$ 200,000	\$ 150,163	\$ 200,000	\$ 200,000	\$ 200,000
RDA Increment	98,423	185,000	-	185,000	185,000	185,000
Interest Earnings	3,020	5,000	2,303	5,000	5,000	5,000
Transfer from General Fund	-	-	-	-	-	-
Appropriate Fund Balance	-	-	-	-	-	-
Total Revenues	\$ 309,982	\$ 390,000	\$ 152,466	\$ 390,000	\$ 390,000	\$ 390,000
Expenditures						
SID Debt Service	\$ 388,860	\$ 390,000	\$ 388,874	\$ 390,000	\$ 390,000	\$ 390,000
Administrative Charge	-	-	-	-	-	-
Total Expenditures	\$ 388,860	\$ 390,000	\$ 388,874	\$ 390,000	\$ 390,000	\$ 390,000
Surplus/(Deficit)	\$ (78,878)	\$ -	\$ (236,408)	\$ -	\$ -	\$ -
Beginning Cash Balance						\$ 209,699
Reserves (Appropriation of Cash Balance)						-
Ending Cash Balance						<u>\$ 209,699</u>

PARK IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Impact Fees	\$ 1,544,400	\$ 1,500,000	\$ 1,694,250	\$ 1,750,000	\$ 1,500,000	\$ 1,500,000
Interest Earnings	12,658	-	-	-	-	-
Appropriate Fund Balance	-	840,000	-	820,000	2,466,000	2,416,000
Total Revenues	\$ 1,557,058	\$ 2,340,000	\$ 1,694,250	\$ 2,570,000	\$ 3,966,000	\$ 3,916,000
Expenditures						
Professional & Technical	\$ 1,234	\$ -	\$ 983	\$ 1,500	\$ 1,000	\$ 1,000
Transfer to Capital Projects	-	-	-	-	-	-
Main Park Imprv-Pavillion & Parking	3,959	225,000	124,896	225,000	100,000	100,000
Rodeo Grds Bleachers/Parking Impv.	5,000	400,000	5,500	400,000	250,000	250,000
Parry Farms Park Improvements	-	200,000	125,238	200,000	500,000	450,000
Loumis Parkway Trail	-	90,000	90,862	100,000	-	-
Vintage Park (design)	-	25,000	675	25,000	10,000	10,000
ADA Ramps @ Independence	-	-	-	-	20,000	20,000
Main Independence Park	-	-	-	-	1,000,000	1,000,000
Park Purchases & Improvement	594,620	1,400,000	166,904	1,400,000	2,085,000	2,085,000
Total Expenditures	\$ 604,813	\$ 2,340,000	\$ 515,057	\$ 2,351,500	\$ 3,966,000	\$ 3,916,000
Surplus/(Deficit)	\$ 952,245	\$ -	\$ 1,179,193	\$ 218,500	\$ -	\$ -

Beginning Cash Balance	\$ 3,047,678
Reserves (Appropriation of Cash Balance)	(2,416,000)
Ending Cash Balance	<u>\$ 631,678</u>

FUTURE PROJECTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Main Park Improvements	2017	\$ 1,000,000
Plat K Park	2017	700,000
Porter Rockwell Trail	2017	260,000
PRB Segment 3 Trail	2017	150,000
Trail Way 1, 2, and 3 (complete, but still needs reimb.)	2017	805,000
North Pocket Parks (complete, but still needs reimb.)	2017	95,000
Marketplace Park (complete, but still needs reimb.)	2017	75,000
Total Park Improvements at Independence		\$ 3,085,000

COMMENTS

Rodeo Grounds - improvements includes Arena Blend, Black Widow, LED Lighting and \$100K for School/Arena Access.

PUBLIC SAFETY IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Impact Fees	\$ 290,070	\$ 300,000	\$ 392,850	\$ 405,000	\$ 400,000	\$ 400,000
Interest Earnings	-	-	-	-	-	-
Appropriate fund balance	-	-	-	-	2,300,500	2,300,500
Total Revenues	\$ 290,070	\$ 300,000	\$ 392,850	\$ 405,000	\$ 2,700,500	\$ 2,700,500
Expenditures						
Professional & Technical	\$ 617	\$ -	\$ 491	\$ 500	\$ 500	\$ 500
Transfer to Capital Projects	-	-	-	-	-	-
Fire Station 2 @ Independence	-	-	-	-	2,500,000	2,500,000
Debt Service	170,051	200,000	-	200,000	200,000	200,000
Reserves	-	100,000	-	100,000	-	-
Total Expenditures	\$ 170,668	\$ 300,000	\$ 491	\$ 300,500	\$ 2,700,500	\$ 2,700,500
Surplus/(Deficit)	\$ 119,402	\$ -	\$ 392,359	\$ 104,500	\$ -	\$ -

Beginning Cash Balance	\$ (1,011,580)
Reserves (Appropriation of Cash Balance)	(2,300,500)
Ending Cash Balance	<u>\$ (3,312,080)</u>

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Fire-Station 2 @ Independence	2017	\$ 2,500,000

ROADS & BRIDGES IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Impact Fees	\$ 394,319	\$ 1,300,000	\$ 775,599	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000
Impact Fees - PRB	678,571	-	420,261	-	-	-
14600 S from UDOT	-	-	-	-	1,500,000	1,500,000
Interest Earnings	19,830	-	-	-	-	-
Appropriate Fund Balance	-	3,373,000	-	3,168,000	4,042,000	4,042,000
Total Revenues	\$ 1,092,720	\$ 4,673,000	\$ 1,195,860	\$ 4,468,000	\$ 6,842,000	\$ 6,842,000
Expenditures						
2200 West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional & Technical	2,468	-	1,966	1,957	2,000	2,000
Update to IFFP	-	-	-	-	50,000	50,000
Bethany Hills Cove Landscape	-	-	-	-	40,000	40,000
13970 Improvements	-	-	-	50,000	1,600,000	1,600,000
Loumis Parkway	1,142,714	905,000	913,026	950,000	-	-
2700 W 14400 S to Bangerter	607,221	18,000	17,799	38,000	-	-
PRB Segment 3	-	3,750,000	69,325	3,700,000	3,000,000	3,000,000
Noell Nelson	-	-	-	-	1,900,000	1,900,000
Traffic Signal @ Tressle	-	-	-	-	250,000	250,000
Reimburse EDA for PRB	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Expenditures	\$ 1,752,403	\$ 4,673,000	\$ 1,002,116	\$ 4,739,957	\$ 6,842,000	\$ 6,842,000
Surplus/(Deficit)	\$ (659,682)	\$ -	\$ 193,744	\$ (271,957)	\$ -	\$ -

Beginning Cash Balance	\$ 3,440,000
Reserves (Appropriation of Cash Balance)	(4,042,000)
Ending Cash Balance	<u>\$ (602,000)</u>

CURRENT & FUTURE REQUESTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Roundabout @ 14400 S	2018	\$ 500,000
14400 S Widening	2018	550,000

STORM DRAIN IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Impact Fees	\$ 164,822	\$ 85,000	\$ 184,193	\$ 200,000	\$ 125,000	\$ 125,000
Interest Earnings	1,445	-	-	-	-	-
Appropriate Fund Balance	-	130,000	-	90,000	205,500	205,500
Total Revenues	\$ 166,267	\$ 215,000	\$ 184,193	\$ 290,000	\$ 330,500	\$ 330,500
Expenditures						
14400 S 3200 -3600W	-	-	-	-	-	-
Professional & Technical	617	-	491	500	500	500
Jones Regional Pond	-	-	-	-	-	-
14400 South	-	-	-	-	-	-
Woodhollow	101,643	105,000	37,721	105,000	-	-
2700 West Widening & Repaving	234,821	3,000	2,322	3,000	-	-
Storm Drain on Road Project	-	-	-	-	240,000	240,000
PRB Segment 3	-	-	-	-	50,000	50,000
Reimbursements	154,484	-	-	-	-	-
JVWCD Storm Drain Pipe Project	69,002	67,000	-	67,000	-	-
Storm Water Master Plan	-	40,000	-	-	40,000	40,000
Total Expenditures	\$ 560,566	\$ 215,000	\$ 40,535	\$ 175,500	\$ 330,500	\$ 330,500
Surplus/(Deficit)	\$ (394,299)	\$ -	\$ 143,658	\$ 114,500	\$ -	\$ -

Beginning Cash Balance	\$ 183,152
Reserves (Appropriation of Cash Balance)	(205,500)
Ending Cash Balance	<u>\$ (22,348)</u>

CAPITAL PROJECTS

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Community Block Grant	\$ 16,837	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Land	29,140	-	-	43	-	-
Salt Lake County Park Improvmts	-	-	-	-	-	-
Impact Fee - Storm Drain	(5,148)	-	-	-	-	-
Grants - Safe Sidewalk	-	-	-	-	100,000	100,000
Interest Earnings	14,369	1,000	555	1,000	1,000	1,000
Corridor Preservation Funds	1,197,820	670,000	1,041,366	1,041,366	1,500,000	1,500,000
Sale of PRB Curve	-	-	-	-	750,000	750,000
Developer Improvements Noell Nelson	-	2,060,000	-	2,060,000	-	-
Transfer from General Fund	1,461,476	251,379	230,431	251,379	-	-
Appropriate Fund Balance	-	1,501,421	-	1,370,421	2,556,000	2,071,500
Bond Proceeds	-	1,220,000	1,036,637	1,220,000	-	-
Total Revenues	\$ 2,714,494	\$ 5,703,800	\$ 2,308,988	\$ 5,944,209	\$ 4,907,000	\$ 4,422,500
Expenditures						
Street Lighting LED Conversion	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ 300,000	\$ 300,000
2200 West Storm Drain	-	-	-	-	-	-
Noell Nelson Drive	-	2,060,000	417,910	500,000	100,000	100,000
1300 West - Hidden Valley Rd	50,556	10,000	378	10,000	10,000	10,000
Woodhollow Drainage	-	50,000	30,681	50,000	10,000	10,000
Loumis Parkway	-	30,000	28,265	30,000	-	-
PRB Grading	-	20,000	16,150	20,000	-	-
Erickson Drainage	-	300,000	-	300,000	300,000	300,000
Truck-Subdivision Inspector	-	40,000	35,529	40,000	-	-
Mid-Block Crossing Alert	-	12,000	-	12,000	12,000	12,000
UDOT Redwood Pond Transfer	-	55,000	-	55,000	75,000	75,000
Veterans Memorial	12,203	35,000	28,262	35,000	6,000	6,000
Corridor Preservation Purchases	1,296,664	670,000	1,308,358	1,308,358	1,500,000	1,500,000
Reimbursement of PRB Curve	-	-	-	-	750,000	750,000
Law Equipment	-	220,000	150,000	220,000	-	-
Water Filter-Fire Station/EmPrep	-	2,500	-	2,500	2,500	2,500
City Website	-	40,000	35,237	40,000	15,000	15,000
Streets Truck - Panel	-	42,000	41,483	47,000	-	-
Debt Service Interest	-	-	11,111	-	-	-
Radar Signs/Portable Trailer	-	30,000	14,538	30,000	-	-
Capital Improvements	69,544	100,000	7,791	100,000	100,000	100,000
Parks Open Master Plan	44,192	21,000	20,435	26,000	5,000	5,000
ADA ramps	-	20,000	-	20,000	-	-
Redwood & Bangerter - 13970	-	200,000	57,445	200,000	-	-
SCBA Masks	14,742	15,000	-	15,000	15,000	15,000
PRB Environmental assessment	282,482	100,000	35,004	100,000	-	-
Parks Aerator	3,506	3,300	3,300	3,300	-	-
Server Replacement	-	12,000	10,262	12,000	70,000	70,000
Camera System	-	90,000	4,549	90,000	85,000	85,000
Parks Truck - Panel	40,047	39,000	38,411	42,000	-	-
2700 West Widening	-	50,000	-	50,000	-	-
Porter Rockwell	33,685	-	45,000	45,000	-	-
Fencing Secured Storage Area	-	15,000	-	15,000	-	-
Carport	-	-	-	-	40,000	40,000

CAPITAL PROJECTS-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
City Hall Reserve (Furniture)	-	-	6,473	6,500	350,000	350,000
GIS Maintenance Tool	-	-	-	-	20,000	20,000
Fire Station Bldg. Improvements	-	-	-	-	20,000	20,000
PRB Segment 3 (Gas)	-	-	-	-	100,000	100,000
PRB Segment 5 - Canal Property	-	-	-	-	250,000	250,000
14000 S Safe Sidewalk	-	-	-	-	100,000	100,000
Parks Tractor	39,755	-	-	-	60,000	60,000
Park Mule & 2 Plows	10,891	-	-	-	-	-
Access Master Plan	29,799	-	-	-	-	-
SCBA Compressor	32,900	-	-	-	-	-
Lockers	3,499	-	-	-	-	-
1Ton Mini Dump-Streets-ReP 2007	55,513	-	-	-	-	-
Salter for 2009 Sterling Bobtail	13,172	-	-	-	-	-
Sound Trailer	3,399	-	-	-	-	-
Streets: Street Sweeper	-	-	-	-	260,000	-
Streets: Paint Sprayer for Striping	-	-	-	-	5,000	5,000
Salter for Streets Truck	-	-	-	-	7,000	7,000
Parks: Mini Ex	-	-	-	-	28,500	-
Parks: Snow Blower/Sweeper	-	-	-	-	30,000	30,000
Parks: Mule	-	-	-	-	10,000	-
Parks: Gas Line&Heaters for Bldg.	-	-	-	-	15,000	15,000
Streets: Sterling (replacement w/trade-	-	-	-	-	180,000	-
Water: Tilt Trailer (replacement)	-	-	-	-	6,000	-
1300 West Re-surface/Overlay	-	-	-	-	70,000	70,000
Debt Service Principal	-	1,295,000	1,295,000	1,220,000	-	-
Debt Service Interest	-	27,000	26,448	1,321,448	-	-
Bond Issuance Cost	-	-	21,597	26,448	-	-
Reserves	-	-	-	-	-	-
Total Expenditures	\$ 2,036,549	\$ 5,703,800	\$ 3,689,618	\$ 6,092,554	\$ 4,907,000	\$ 4,422,500
Surplus/(Deficit)	\$ 677,946	\$ -	\$ (1,380,630)	\$ (148,345)	\$ -	\$ -

Beginning Cash Balance	\$ 4,400,000
Reserves (Appropriation of Cash Balance)	(2,071,500)
Ending Cash Balance	<u>\$ 2,328,500</u>

FUTURE PROJECTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Mobile Information Board	2017-2020	\$ 35,000
Transport Trailer	2017-2020	25,000
Bucket Truck	2017-2020	25,000
2200 W Paving, Curb and Gutter	2018	600,000
Fire-Engine	2018 <i>Lease Option</i>	400,000
Fire-Ladder Truck	2018 <i>Lease Option</i>	1,000,000
Ambulance	2018	150,000
13800 South	2019	125,000

COMMENTS

WATER OPERATIONS FUND

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Connection Fees	\$ 152,384	\$ 140,000	\$ 184,621	\$ 185,000	\$ 200,000	\$ 200,000
Water Sales	2,075,608	1,800,000	2,418,930	2,500,000	2,500,000	2,500,000
Secondary Water Sales	16,109	15,000	12,839	15,000	15,000	15,000
Hydrant Meter Rental	67,185	65,000	35,000	65,000	65,000	65,000
Water Share Assessments	15,225	13,000	19,416	20,000	20,000	20,000
Repairs & Maintenance	1,036	2,000	-	2,000	2,000	2,000
Re-Connect Charges	897	500	1,522	2,000	2,000	2,000
Interest Income	10,504	2,000	1,809	2,000	2,000	2,000
Bond Proceeds	-	1,220,000	24,920	1,220,000	-	-
Miscellaneous	171,385	50,000	56,945	60,000	52,000	52,000
Water Grant	-	40,000	-	40,000	-	-
Narrows Road Projects	2,616,613	-	-	-	-	-
Appropriate fund balance	955,145	932,200	-	1,559,700	420,000	420,000
Total Revenues	\$ 6,082,091	\$ 4,279,700	\$ 2,756,002	\$ 5,670,700	\$ 3,278,000	\$ 3,278,000
Expenses						
Salaries & Wages	\$ 439,733	\$ 440,000	\$ 406,811	\$ 440,000	\$ 479,500	\$ 479,500
Employee Benefits	220,060	200,000	198,748	200,000	210,000	210,000
Books, Subscriptions, Memberships	1,761	2,500	1,125	2,500	2,500	2,500
Public Notices	-	2,000	740	2,000	2,000	2,000
Travel & Training	5,148	4,000	3,336	4,000	4,000	4,000
Protective Equipment	1,011	1,000	485	1,000	1,000	1,000
Office Supplies	18,496	18,000	15,178	18,000	18,000	18,000
Supplies & Maintenance	7,353	2,000	825	2,000	2,000	2,000
Shop Charges	16,560	20,000	20,104	20,000	20,000	20,000
Utilities	22,447	25,000	24,499	25,000	25,000	25,000
Telephone	3,917	6,000	3,088	6,000	6,000	6,000
Professional & Technical	61,996	100,000	8,971	100,000	100,000	100,000
Water Purchased	934,159	925,000	839,537	957,500	1,100,000	1,100,000
Bond Issuance Cost	-	-	24,750	-	-	-
Debt Service	155,827	1,520,000	377,344	1,520,000	-	-
System Maintenance	31,708	95,000	60,852	95,000	95,000	95,000
System Improvements	103,159	100,000	136,482	100,000	150,000	150,000
Miscellaneous	3,579	5,000	4,452	5,000	5,000	5,000
Irrigation Water Assessment	20,771	22,000	19,817	22,000	22,000	22,000
Equipment - Pickup Truck	(0)	92,200	72,031	92,200	35,000	35,000
Lease Equipment	-	-	-	-	6,000	6,000
Service Body/Panel Truck	-	-	-	-	55,000	55,000
550 Dump Truck w/Plow&Salter	-	-	-	-	80,000	80,000
Trailer for Backhoe	-	-	-	-	25,000	25,000
Vac Trailer	-	-	-	-	85,000	85,000
Depreciation	1,122,616	-	-	-	-	-
Narrows Road Water System	4,692	30,000	7,632	30,000	20,000	20,000
2700 West	-	200,000	-	200,000	-	-
2200 West	-	-	-	200,000	-	-
Loumis Parkway 8" Water Line	(4,692)	30,000	30,027	31,000	-	-
13970 Improvements	-	-	-	-	200,000	200,000
PRB Segment 3	-	-	-	-	50,000	50,000
GIS Maps Maintenance	-	-	-	-	10,000	10,000

WATER OPERATIONS FUND-CONTINUED

14400 S. 16" Dry Irrigation Line	-	-	-	-	30,000	30,000
Water Master Plan	-	40,000	-	40,000	40,000	40,000
Water Deficiencies Project	-	400,000	913	400,000	400,000	400,000
Total Expenses	\$ 3,170,301	\$ 4,279,700	\$ 2,257,747	\$ 4,513,200	\$ 3,278,000	\$ 3,278,000
Surplus/(Deficit)	\$ 2,911,790	\$ -	\$ 498,255	\$ 1,157,500	\$ -	\$ -

Beginning Cash Balance	\$ 1,891,051
Reserves (Appropriation of Cash Balance)	(420,000)
Ending Cash Balance	<u>\$ 1,471,051</u>

FUTURE PROJECTS

DESCRIPTION	FISCAL YEAR	AMOUNT
Full time employee	2018	85,000
2200 W Paving, Curb and Gutter	2018	600,000
14400 S Widening - Water Lines	2018	400,000
Culinary Storage Capacity	2018	2,000,000
13800 S	2019	125,000

COMMENTS

Salaries and Wages: COLA +1.8% Merit +1.2%
 Benefits: Medical +7.00% Dental +3.01% Vision +4.89%

WATER IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Impact Fees	\$ 398,540	\$ 250,000	\$ 418,626	\$ 435,000	\$ 425,000	\$ 425,000
Interest Earnings	3,959	-	-	-	-	-
Appropriate Fund Balance	-	689,500	-	834,500	411,000	411,000
Total Revenues	\$ 402,499	\$ 939,500	\$ 418,626	\$ 1,269,500	\$ 836,000	\$ 836,000
Expenditures						
Wells & Water Shares	\$ -	\$ 225,000	\$ 73,250	\$ 225,000	\$ 225,000	\$ 225,000
Loumis Parkway	(0)	65,000	61,182	210,000	-	-
Master Plan GIS collection	-	10,000	7,727	10,000	20,000	20,000
12 Inch Meter-3150 W 14400 S	-	125,000	33,324	125,000	125,000	125,000
2700 West Widening & Repaving	0	4,000	3,370	4,000	-	-
Water Master Plan	-	10,000	26,551	30,000	15,000	15,000
138th South Water Line Connection	-	-	-	-	-	-
PRB Segment 3	-	300,000	-	300,000	250,000	250,000
Noell Nelson Drive	-	150,000	-	150,000	200,000	200,000
Professional & Technical	-	500	983	1,000	1,000	1,000
Bond Issue Costs	-	50,000	-	50,000	-	-
Reserves	-	-	-	-	-	-
Total Expenses	\$ (0)	\$ 939,500	\$ 206,388	\$ 1,105,000	\$ 836,000	\$ 836,000
Surplus/(Deficit)	\$ 402,499	\$ -	\$ 212,238	\$ 164,500	\$ -	\$ -

Beginning Cash Balance	\$ 206,936
Reserves (Appropriation of Cash Balance)	(411,000)
Ending Cash Balance	<u>\$ (204,064)</u>

LOCAL BUILDING AUTHORITY

ACCOUNT DESCRIPTION	ACTUAL FY 2015	BUDGET FY 2016	ACTUAL TO DATE FY 2016	YEAR END PROJECTION FY 2016	DEPT REQ BUDGET FY 2017	FINAL BUDGET FY 2017
Revenues						
Bond Proceeds	\$ -	\$ 6,200,000	\$ 6,866,494	\$ 6,866,494	\$ -	\$ -
Interest Earnings	-	-	16,206	30,000	-	-
Lease	-	-	-	-	-	-
Appropriate Fund Balance	-	-	-	-	6,217,000	6,217,000
Total Revenues	\$ -	\$ 6,200,000	\$ 6,882,700	\$ 6,896,494	\$ 6,217,000	\$ 6,217,000
Expenditures						
Part-Time Salaries and Wages	\$ -	\$ 14,000	\$ 1,321	\$ 14,000	\$ 15,000	\$ 15,000
Employee Benefits	-	1,000	133	1,000	1,000	1,000
Telephone	-	-	130	1,000	1,000	1,000
Professional & Technical	-	275,000	331,387	400,000	5,950,000	5,950,000
Debt Service	-	-	29,057	30,000	250,000	250,000
City Hall	-	5,910,000	462,658	500,000	-	-
Cost of Issuance	-	-	87,570	87,570	-	-
Reserves	-	-	-	-	-	-
Total Expenditures	\$ -	\$ 6,200,000	\$ 912,256	\$ 1,033,570	\$ 6,217,000	\$ 6,217,000
Surplus/(Deficit)	\$ -	\$ -	\$ 5,970,444	\$ 5,862,924	\$ -	\$ -

Beginning Cash Balance	\$ 5,862,924
Reserves (Appropriation of Cash Balance)	(6,217,000)
Ending Cash Balance	<u>\$ (354,076)</u>

Agenda Item 2.1

LBA



**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, May 25, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, May 25, 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 April 27, 2016 meeting minutes.
4. Presentation and discussion on the FY2017 Final Budget for the Bluffdale Arts Advisory Board (BAAB), presenter, Laura Garner.
5. **PUBLIC HEARING** – Consideration and vote on amendments to the General Plan from Civic Institutional to Low Density Residential and amending the R-1-43 Zone to R-1-10 Infill Overlay Zone for approximately 10.57 acres of property, located at approximately 1654 West 14600 South, Kenneth Olsen, applicant, staff presenter, Grant Crowell.
6. Consideration and vote on various amendments to Title 11-12 Parking Standards, Title 11-8E-12 R-MF Parking Standards, and 11-11G-17 Off Street Parking in the Bluffdale City Code, Bluffdale City, applicant, staff presenter, Jennifer Robison. **(Public Hearing previously held at the April 27, 2016 City Council meeting)**
7. Consideration and vote on a resolution authorizing the execution of an Interlocal Cooperation Agreement with Jordan School District for a trail easement and related improvements, staff presenter, Jennifer Robison.
8. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call

2. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio. **(LBA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
3. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio. **(RDA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
3. Adjournment

CONTINUATION OF BUSINESS MEETING

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

PLANNING SESSION

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

11. Planning Session to discuss potential Special District (SD) zoning designation for Independence Park, located at approximately 14950 South Noell Nelson Drive, Dave Tolman & Steve McCutchan, applicants.
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 20th day of May, 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.

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, May 25, 2016**

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson (arrived at 6:34 p.m.)
3 Ty Nielsen
4 Boyd Preece (arrived at (6:40 p.m.)
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 Blain Dietrich, Public Works Operations Manager
12 Michael Fazio, City Engineer
13 Stephanie Thayer, Accountant/HR Administrator
14 Bruce Kartchner, City Treasurer
15 Jennifer Robison, Senior Planner
16 Paul Douglass, Associate Planner
17

18 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**

19
20 Mayor Derk Timothy called the meeting to order at 6:30 p.m.

21
22 **1. Roll Call, Invocation, and Pledge.**

23
24 All Members of the City Council were present with the exception of Alan Jackson and Boyd
25 Preece who arrived later.

26
27 Michael Fazio offered the invocation and led the Pledge.

28
29 **2. PUBLIC FORUM.**

30
31 There was no one in attendance who wished to address the Council.

32
33 **3. CONSENT AGENDA**

34
35 Approval of the minutes was removed from the consent agenda.
36

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, May 25, 2016**

1 **3.1 Approval of the April 27, 2016 Meeting Minutes.**

2
3 Changes were made to the minutes. It was clarified that Levi Hughes commented rather than
4 Robert Bass on page 7, line 3 of the April 27, 2016 minutes.

5
6 **Justin Westwood moved to approve the April 27, 2016 minutes with the proposed**
7 **modification. James Wingate seconded the motion. The motion passed with the**
8 **unanimous consent of the Council. Alan Jackson and Boyd Preece were not present for the**
9 **vote.**

10
11 **4. Presentation and Discussion on the FY2017 Budget for the Bluffdale Arts Advisory**
12 **Board (BAAB), Presenter, Laura Garner.**

13
14 Bluffdale Arts Advisory Board Chair, Laura Garner, reported that during the 2015-2016 season
15 they performed *Guys and Dolls*, *Battle of the Bands*, and *Brigadoon*. They also celebrated their
16 25-year anniversary and put on two concerts. Ms. Garner stated that next year they plan to do a
17 band festival rather than a Battle of the Bands. They have cast their production of *How to*
18 *Succeed in Business* and will be doing a fundraiser for Old West Town Days. Ms. Garner
19 reported that in the fall, depending on funding, they will do either *Into the Woods* or a *Straight*
20 *Play*. In April, they are scheduled to do *Beauty and the Beast* in addition to a couple of concerts.
21 She expressed appreciation for the community support.

22
23 The BAAB works with Wasatch Arts Academy in Riverton and do a switch where Ms. Garner
24 lends them costumes from her collection and they in turn allow the group to practice on their
25 stage for free, which saves a lot of money. Rehearsal space is rented from Summit Academy
26 High School. They have an agreement with Ms. Garner’s costume company, Broadway Attire
27 for Hire, that gives them access to her costumes. Anything the Arts Council gets back goes into
28 Ms. Garner’s shed so that it doesn’t have to be stored or organized. Ms. Garner maintains the
29 collection, which saves thousands of dollars.

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, May 25, 2016**

1 Ms. Garner stated that they advertise in businesses and schools and rent rehearsal and performing
2 space from Jordan School District. Over the last few years they have rented storage units from
3 Rocky Mountain Storage who offers a reduced rate. In 2015, they logged a significant number
4 of volunteer hours.

5
6 Ms. Garner presented the proposed budget and stated that in the last two years they paid \$2,500
7 in taxes on ticket and concession sales. They typically advertise in *The South Valley News*,
8 which is under new management, and are now charging for advertising. She estimated that it
9 will now cost \$2,000 to \$3,000 per year to advertise. Mayor Timothy questioned how effective
10 their advertising has been. Ms. Garner stated that it has been effective because people who are in
11 the arts read *The South Valley News*. She urged the Council to be generous in their funding.

12
13 Mayor Timothy commended Ms. Garner for her efforts but wished they had better participation.
14 He considered the absence of a venue in the City to be part of the problem. Potential solutions
15 were discussed. Storage and manpower issues needed to build sets were acknowledged. The
16 Mayor expressed appreciation to Ms. Garner for her diligence.

17
18 Marketing issues were discussed. Alan Jackson recommended the City's website be utilized to
19 generate additional traffic for the Bluffdale Arts Advisory Board (BAAB).

20
21 **5. PUBLIC HEARING – Consideration and Vote on Amendments to the General Plan**
22 **from Civic Institutional to Low Density Residential and Amending the R-1-43 Zone**
23 **to R-1-10 Infill Overlay Zone for Approximately 10.57 Acres of Property, Located**
24 **at Approximately 1654 West 14600 South, Kenneth Olsen, Applicant, Staff**
25 **Presenter, Grant Crowell.**

26
27 City Planner/Economic Development Director, Grant Crowell, presented the staff report and
28 stated that the property was formerly owned by the school district. The site was identified on a
29 site map displayed. Mr. Crowell explained that the General Plan shows it as Civic Institutional
30 because it was previously owned by the school district. The new proposal gives a lot count of 16
31 rather than 18.

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, May 25, 2016**

1
2 Mr. Crowell described the origin of the 30-lot rule. He explained that in 2013 there was a 10-lot
3 rule. There were portions of Independence that served as the catalyst for changing it to 30. They
4 also compared it to what other cities are doing. The Mayor stated that staff actually took pictures
5 of the differences between the types of roads and what they serve.

6
7 Mayor Timothy felt that if the Council were to agree to a narrower road it should be private.
8 Parking concerns were identified. He expressed concern with exceeding the 30-lot rule.

9 Mr. Crowell stated that the proposed road width will be 28 feet. The average paved road width
10 in Independence is 30 feet. The Mayor commented that a standard is set for a reason and
11 recommended the 30-foot rule be adhered to.

12
13 The applicant, Ken Olsen, described the process he has been through and stated that originally he
14 had 23 lots, which made it difficult for him to go to 18. What is proposed is a very upscale
15 subdivision and the covenants will be recorded with the final plat. The property is in the IO
16 Zone. The covenants will be enforced with homes being in at least the \$750,000 range.

17 Mr. Olsen stated that he is proposing a private road. Sidewalks were also proposed within the
18 project. Road standards were discussed. Mr. Olsen stated that there will be very strict
19 covenants. One requirement will be no on-street parking other than occasional temporary
20 visitors. Driveways will also be required to have three visitor parking spaces. The homes will
21 have a minimum of 2,400 square feet on the main floor. There will also be numerous
22 requirements regarding roof types and shingles.

23
24 Mr. Olsen considered the roads to be the main point of discussion. A trail that could be used as a
25 secondary access was proposed to provide more walking space. He considered the reduction in
26 the number of lots from 23 to 18 to be significant. Access issues were discussed. Mr. Olsen
27 liked that the plan preserves the area where the lane comes off of 14600 South.

28
29 Mayor Timothy opened the public hearing.
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, May 25, 2016**

1 Shem Wayman gave his address as 14457 South 1625 West and stated that he will be most
2 affected by the proposed development. He believed Mr. Olsen was trying to do the right thing
3 for all involved. He appreciated that Mr. Olsen was trying to preserve the seclusion of the
4 private lane and instead provide an alternative access. He has also increased the lot size.

5
6 Lyle Wilde gave his address as 14459 South 1690 West and stated that the back of his property
7 borders the proposed development. Last time he appeared before the Council he spoke in
8 opposition to it. He was concerned about the exact location of the property line. Mr. Olsen had
9 a surveyor come out and the lines were determined to be in line with one another, which
10 eliminated his objection to the property line issue. He also showed a proposed plat that included
11 the walking trail the full length north to south along the edge of the development. His concern
12 was that for development to take place on those lots they would have to cut away the hill, which
13 he did not want to compromise. Lots 17 and 18 on the map raised similar concerns. It shows
14 that their property comes up the hill to where the line is drawn. For them to make full use of the
15 property they would either have to landscape the hill or cut it away.

16
17 Mr. Wilde commented that the intersection where the road splits going north and south off of
18 14600 South is very dangerous. He reported that he frequently witnesses near hits and potential
19 accidents. He was concerned with allowing additional development without addressing the
20 intersection. He asked that the Council revisit the issue at their earliest opportunity. Mayor
21 Timothy explained that currently the intersection is owned by UDOT. Technically, the City
22 cannot build anything there or collect impact fees to help with the widening and growth that will
23 result from the development. They are in the process of a jurisdictional transfer on the road. He
24 explained that even if it was owned by the City today, it would take a while to collect enough
25 impact fees to accommodate it.

26
27 Chris McCandless was present representing CW Management and gave his address as 9067
28 South 1300 West #305. He expressed support for Mr. Olsen's subdivision.

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, May 25, 2016**

1 Johnny Loumis, Jr. gave his address as 1690 Loumis Parkway and reported that Mr. Olsen has
2 gone to great lengths to make the project work. Mr. Loumis stated that he has lived in Bluffdale
3 his entire life and has knowledge of the west border. He described the topography of the area
4 and stated that what is proposed does not compromise anything. In terms of Loumis Parkway,
5 over the last 68 years, this is the safest the road has ever been.

6
7 There were no further public comments. The public hearing was closed.

8
9 Alan Jackson asked about the lot on Loumis Parkway and how a lot is officially counted. City
10 Manager, Mark Reid, explained that with regard to the 30-lot rule, public safety is taken into
11 consideration with each lot. The final determination of whether to include any particular lot in
12 the 30 is ultimately up to the Council. Mayor Timothy felt that the ability of emergency vehicles
13 and citizens to get in and out was important to take into account. He explained that the standard
14 is 30 and was set for a reason. Alan Jackson stated that there was extensive discussion and
15 research that led them to the 30-lot standard. He was not in favor of discarding the standard but
16 thought there were valid arguments for not counting one specific lot that has access from Loumis
17 Parkway.

18
19 The Council expressed support for the proposed width. With regard to the number of lots,
20 Mayor Timothy stated that Wood Duck Hollow may make it possible to add one lot, which
21 seemed reasonable. The Council was comfortable specifying that the access to the one lot would
22 be from Loumis Parkway even though the driveway access is not. The developer was
23 commended for coming up with the solution rather than relying on the City.

24
25 **James Wingate moved to amend the General Plan from Civic Institutional to Low Density**
26 **Residential and amend the R-1-43 Zone to R-1-10 Infill Overlay Zone for approximately**
27 **10.75 acres of property at approximately 1654 West 14600 South with the stipulation to**
28 **allow 18 lots in the development contingent on the proposal of CW Management to have**
29 **only 13 lots in Wood Duck Hollow for Phases 3 and 4. The lot on the corner of Loumis**

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, May 25, 2016**

1 Parkway was determined to meet the 30-lot rule for emergency services due to access being
2 off of Loumis Parkway. Justin Westwood seconded the motion. Vote on motion: Boyd
3 Preece-Aye, James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan Jackson-
4 Nay. The motion passed 4-to-1.

5
6 **6. Consideration and Vote on Various Amendments to Title 11-12 Parking Standards,**
7 **Title 11-8E-12 R-MF Parking Standards, and 11-11G-17 Off-Street Parking in the**
8 **Bluffdale City Code, Bluffdale City, Applicant, Staff Presenter, Jennifer Robison**
9 **(Public Hearing Previously Held at the April 27, 2016 City Council Meeting).**

10
11 Mayor Timothy reported that a public hearing was held previously on the proposed matter.
12 Senior Planner, Jennifer Robison, presented the staff report and stated that parking numbers were
13 examined based on what exists. The proposed changes were reviewed and included not allowing
14 on-street parking to count toward the project's off-street parking requirements. In addition, some
15 of the additional ratios for guest parking will be different. Staff recommended that all driveways
16 be included on all units. The plans approved by the City include the number of parking stalls
17 that exist currently. If the Planning Commission recommendation were applied to these
18 particular projects, what is proposed is what the numbers would have shown. The numbers
19 remain consistent with what staff is recommending for existing units with driveways.

20
21 Mrs. Robison recommended that the guest ratio remain at 1:4 per dwelling unit because some of
22 the guest parking could be accommodated in the driveway. For units without driveways, the
23 ratio is slightly higher. The emphasis of much of the discussion pertained to the Fieldstone-type
24 homes with auto courts. Definitions were provided for single-family and two-family products.
25 Units with garages would be required to have two-car garages. Single-family and two-family
26 units would be required to have a 20-foot minimum driveway. No additional guest parking was
27 required for single-family units. Mrs. Robison explained that there are a total of 118 units,
28 which would equate to 40 parking stalls.

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, May 25, 2016**

1 Mayor Timothy asked if there was a requirement for where the guest parking would be in
2 relation to the three homes it is attached to. Mrs. Robison explained that there was discussion
3 about placing it in different areas rather than being isolated in one spot. Mayor Timothy
4 commented that there may be areas where a consolidated guest parking area would be well
5 served, however, on the opposite end of the street where the last six or 12 units are, the guest
6 parking is so far away that it will not be used and should not be counted. Mrs. Robison
7 recommended the Council consider that some of the extra parking spaces will eliminate some
8 landscaping and other project amenities. She explained that the multi-family condominium and
9 townhome units with a driveway will see an increase in the guest parking requirement from 1 to
10 4 because they have the option to park in the driveway.

11
12 The Mayor was concerned about the length of the driveways and the fact that people use their
13 garages for storage. This eliminates the ability to park there and results in cars and guests
14 parking on the street. He considered rear-loaded units to be problematic. He did not see how
15 that could be solved simply by dealing with the parking issue.

16
17 Mrs. Robison explained that increasing the ratio slightly requires a few more parking spaces but
18 overall most are consistent with what is already provided. Appreciation was expressed to
19 Mrs. Robison for her work.

20
21 Mayor Timothy opened the meeting to public comment.

22
23 Steve McCutchan a Sandy resident, reported that they prepared a lengthy letter analyzing their
24 concerns. The letter was finalized prior to staff's recommendation being presented. He
25 commented on the Marketplace and stated that the Independence project originally encouraged
26 on-street parking as guest parking. Westgate included more parking stalls. Mr. McCutchan
27 expressed support for the staff recommendation.

28
29 Justin Westwood liked Mr. McCutchan's auto court design as it provides parking directly off the
30 street. Mr. McCutchan reported that he worked as a Designer for Woodside Homes for 20 years

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, May 25, 2016**

1 and that is how they do all of their auto courts. He was surprised that Fieldstone was able to do
2 what they did and considered it a “travesty”.

3
4 Kory Luker commented that his concern with auto courts was the lack of a driveway. He also
5 recommended that issues with snow removal be addressed. He supported the 1:3 ratio but stated
6 that in some cases it may not be adequate. He commented that on his side of the street there are
7 two cars that do not fit in the garages.

8
9 There were no further public comments. The Mayor closed the public comment period.

10
11 **Ty Nielsen moved to approve the various amendments to Title 11-12 Parking Standards,**
12 **Title 11-8E-12-R-MF Parking Standards, and 11-11G-17 Off-Street Parking in the**
13 **Bluffdale City Code to provide standards for a variety of housing types including off-street**
14 **and guest parking requirements. Justin Westwood seconded the motion. Vote on motion:**
15 **Boyd Preece-Aye, James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan**
16 **Jackson-Aye. The motion passed unanimously.**

17
18 **7. Consideration and Vote on a Resolution Authorizing the Execution of an Interlocal**
19 **Cooperation Agreement with Jordan School District for a Trail Easement and**
20 **Related Improvements, Staff Presenter, Jennifer Robison.**

21
22 Mrs. Robison presented the staff report and stated that the previous night the Jordan School
23 District met and approved the easement for a trail to provide a connection to the City Park Trail
24 and an east west connection, which is difficult to obtain. There was also discussion about
25 providing access off of the parking lot for major events. It was noted that staff had been working
26 on the proposal for over one year. The school will still own the property and provide an
27 easement to provide the trail access.

28
29 Mrs. Robison stated that construction would have to be completed by the time school begins in
30 August. Work was expected to commence on July 2. Impact fees were allocated for some City
31 Park and Rodeo Area improvements. The location of the 10-foot asphalt trail was identified.

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, May 25, 2016**

1 The existing fence will remain on the north side and an additional fence will need to be installed
2 on the opposite side of the school property. Parents expressed concern about their children
3 gaining access.

4
5 In response to a question raised by the Mayor, Mrs. Robison commented on a box owned by
6 CenturyLink that cannot be moved. Mayor Timothy asked about the specifics of the Franchise
7 Agreement with CenturyLink. City Attorney, Vaughn Pickell, stated that the agreement refers to
8 anything in the public ways such as street rights-of-ways.

9
10 Mr. Reid asked about lighting. Mrs. Robison stated that staff spoke to Sergeant Taylor about
11 lighting. His suggestion was to provide it. Mrs. Robison indicated that a quote was received for
12 lighting consisting of a 10-foot pole with LED lights. Staff will propose both options to the City
13 Manager. Mayor Timothy suggested input also be received from the residents. Mr. Reid
14 suggested they not have lighting because the trail leads into an area that does not have it. The
15 result would be to attract people down the trail where they eventually would find themselves in
16 the dark. If lighting is not installed, the Mayor recommended putting in conduit to allow for it
17 later.

18
19 Ty Nielsen commented on the law regarding root growth on an adjacent property and stated that
20 once it crosses the property line, the property owner has the prerogative to do with it as he
21 pleases. If, however, he kills the tree, the neighboring property owner could be liable. The
22 Mayor asked how children can be protected during construction. It was recommended that a
23 construction fence be installed. City Engineer, Michael Fazio, stated that it would be bid out.

24
25 Mrs. Robison identified a new access that will be created at the arena for large events. A gate
26 will be located on the southeast corner of the property. The sidewalk will remain open at all
27 times and will not be gated. The cost will not be shared. Mrs. Robison explained that when the
28 City changed their mind about the rodeo arena access, the school installed curb and gutter around
29 the entire property so that drop offs and pick-ups can take place on the south end as well. 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, May 25, 2016**

1 school is providing the land. Mrs. Robison reported that final construction numbers have not yet
2 been completed. They believe it will be a great asset to help the community have more access.

3
4 **Ty Nielsen moved to approve the resolution authorizing the execution of an Interlocal**
5 **Cooperation Agreement with Jordan School District for a Trail Easement and Related**
6 **Improvements. Justin Westwood seconded the motion. Vote on motion: Boyd Preece-Aye,**
7 **James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan Jackson-Aye. The**
8 **motion passed unanimously.**

9
10 **8. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
11 **Staff Presenters, Blain Dietrich and Michael Fazio.**

12
13 Public Works Operations Manager, Blain Dietrich, discussed the issue of staffing. In the budget
14 he requested two new staff members in the Public Works Department; one new full-time Parks
15 Worker and one new full-time Streets Worker. The request was due to a significant increase in
16 the number of parks. Staff has 40 acres of lawn to mow and 80 acres of park to maintain. In
17 addition, there are about 150 acres of open space. Currently, there are four full-time employees.
18 The proposed new hire would increase that number to five.

19
20 Mr. Dietrich stated that planning was underway for a splash pad, which would be enjoyed by the
21 citizens but will require maintenance by staff. Another Parks Worker will likely be needed once
22 the splash pad is operational and to maintain additional parks that will come on line. Currently
23 the department has three seasonal workers who are college students.

24
25 Mr. Dietrich described the next request for Streets and explained that they have changed some
26 streetlights out to LEDs and converted one subdivision. They also met with Rocky Mountain
27 Power officials and found that there is some incentive money remaining to change streetlights
28 over to LED. The hope was to recapture funds through that project. In addition, \$200,000 was
29 budgeted above and beyond the \$100,000 from last year that was not spent. Currently, there are
30 two full-time employees in the Parks Department and three in the Streets Department.

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, May 25, 2016**

1
2 Mr. Dietrich explained that equipment is often funneled from one department to another. The
3 intent is to take two trucks from the Water Department and move them to Animal Control. To
4 replace the trucks in the Water Department staff is asking to acquire a panel truck and dump
5 truck. Mr. Dietrich felt they could be more efficient with a panel truck that is not as large as the
6 crane truck.

7
8 Mr. Dietrich explained that the tilt trailer backhoe is large enough to haul the backhoe. The
9 Mayor expressed support for that purchase. With regard to the street sweeper, it is very useful
10 and gets a lot of use. The sterling dump truck was next discussed. Mr. Dietrich stated that they
11 have a 2001 truck with a salter that is in poor condition. Staff continues to maintain it but at
12 some point it will need to be replaced. A paint sprayer was also requested to keep parking lots
13 and crosswalks maintained.

14
15 Mr. Dietrich reported that the Rodeo Committee proposed the purchase of a groomer that was
16 approved by the City Council. Mr. Reid reported that a consultant was hired to help with the
17 Rodeo Committee who is a salesman for Black Widow and Arena Blend. Mayor Timothy stated
18 that that particular brand of groomer was discussed frequently. The Arena Blend had also been
19 sought after since before the consultant was hired. Ty Nielsen stated that he has used the Black
20 Widow and found it to be of very high quality. Mr. Reid stated that they are purchasing an
21 \$8,000 groomer and will need to buy a \$40,000 to \$100,000 tractor to pull it. City Treasurer,
22 Bruce Kartchner, stated that he has seen used Black Widows for sale from time to time.

23 Mr. Dietrich was not proposing to get rid of the current tractor and recommended it be kept as a
24 backup along with the current groomer. He suggested a foil mower be put on the existing tractor
25 in order to do more mowing along the trails than has been done in the past and keep it in use.
26 Mr. Reid recommended that the tractor remain attached to the arena since the rodeo grounds
27 needs to be groomed almost daily.

28

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, May 25, 2016**

1 Mr. Dietrich stated that another mini-excavator was requested. Mayor Timothy supported that
2 expenditure. One more mule was also proposed to be used at the park. Mr. Dietrich stated that
3 the demand is greatest during major events.

4
5 Mayor Timothy commented on priorities following a winter storm. He observed that the City
6 has numerous trails that are not being plowed over the winter. He asked Mr. Dietrich to find a
7 snow blower that will be safe for use around the public. Snow removal issues were discussed.
8 Snow removal with a snow blower versus a plow was discussed.

9
10 Various projects were discussed. Mr. Dietrich reported on the carport used by the Police and
11 Fire Departments. There was discussion about adding a second one. Mr. Reid commented that
12 once the City has its own police force they will want a fenced off area to store vehicles that are
13 impounded. The area would be an extension of the existing carport and expand the parking lot.

14
15 Mr. Dietrich next reported on the storm drain project to fix the undersized pipe and keep the
16 storm water from flooding homes. Mr. Reid stated that a property owner agreed to work with the
17 City and cover the cost of storm drain through his property since he eventually wants to develop
18 it.

19
20 Mr. Dietrich reported on parks and stated that the parking in the Main Park needs to be
21 completed. A new stage pavilion was also built that Mr. Dietrich hoped to obtain lighting for. It
22 had been funded a few times but never completed. The intent was to complete it with the City
23 Hall Project.

24
25 Mr. Dietrich stated that no heat was put into the Parks Building due to lack of funds, however,
26 staff felt they could run a gas line and install overhead heaters in the building to help provide a
27 place in the winter for work to be done on trucks. The Parry Farms Park was next discussed.
28 The detention pond was expanded but all of the work had not yet been completed. The Mayor
29 commented that the residents expect the City to complete the park. Mr. Dietrich stated that 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, May 25, 2016**

1 HOA has been very good to work with and even helped with Spring Cleanup. They have also
2 offered to participate in the cost of the improvements. Mr. Reid indicated that two years ago
3 they offered to contribute \$40,000 toward the park.

4
5 Mayor Timothy indicated that he has not gotten a response on the restroom improvements.
6 Mr. Reid stated that the goal was to get Salt Lake County to participate. Possible alternatives
7 were discussed. Mr. Dietrich hoped to continue moving forward with the improvements if
8 funding is available. Mayor Timothy stressed the importance of moving forward.

9
10 With regard to the Vintage Park, it was discovered that it is not in the Impact Fees Facilities Plan
11 (IFFP) scheduling. He thought there was a desire to keep it moving forward. A consultant was
12 hired who provided five different scenarios. Mr. Reid reported that the goal is to redo the IFFP,
13 which is a four to six-month project. Bruce Kartchner was asked to review the Park Impact Fees
14 and determine how much belongs to Independence and how much can be diverted from
15 Independence to spend elsewhere. They need to come up with a dollar amount and then a
16 priority list. Mr. Dietrich gave a brief history of the Vintage Park and stated that it was never
17 owned by Johnny Loumis and was donated to the City by the developers with the caveat that it
18 be developed as a park. It was noted that it was former Parry property.

19
20 Water projects were next discussed. Mr. Dietrich reported that water deficiency projects were
21 funded. Staff had been working with Horrocks Engineering on water and easement issues.
22 Mr. Reid explained that there is a water line deficiency where there is a two-inch line and they
23 need an eight-inch line. It cannot be funded with impact fees and involves deficiencies in the
24 system. As a result, the cost has to be paid for out of the Water Fund. Currently, there is
25 \$800,000 for the identified projects. The intent is to complete half of them this year and half
26 next year.

27
28 The SCADA system was next discussed, which controls the water system. It can detect when the
29 pumps are running, what level the tanks are at, if there are breaks in the line, and what 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, May 25, 2016**

1 pressures are. The system notifies Mr. Dietrich if there is a problem. Mayor Timothy stated that
2 the system is required for the tracking of the water conservation goal. Mr. Dietrich reported that
3 the second pump station is added down Narrows Road known as the Redundant Source Project.
4 Jordan Valley Water Conservancy District was 18 months behind providing the City with water
5 although the City’s pump system was in place. Testing began in February and now that the
6 pumps can be run they can fine-tune and complete the SCADA system.

7
8 Mr. Dietrich stated that because of growth and development, the Water Department went over
9 budget in new infrastructure. The good news was that they collect fees for every water meter
10 and brought in more than was projected.

11
12 Mr. Reid commented that there was discussion about hiring a person to serve as the Fleet
13 Manager. He reached out to Dick Bell who previously worked as a Fleet Manager for the
14 County. He indicated that Mr. Bell agreed to help the City perform general maintenance of its
15 fleet. He remarked that the Rodeo Arena needs more work and direction from the Council. In
16 particular, the bleachers, snack shack, parking lot, restroom, and area around the arena were of
17 concern. Mr. Reid explained that over the past several budget seasons they have had some of the
18 work budgeted and then pulled back. There have also been differences of opinion about what
19 should be the ultimate finished product.

20
21 Mr. Dietrich reported that a representative from a bleacher manufacturer will be meeting with
22 staff who will prepare the final numbers based on the direction given at the last meeting. He
23 estimated the cost at \$1.4 to \$1.9 million depending on the number of seats and whether the
24 bleacher is covered or not. That was something that more guidance and direction was needed on.
25 Mr. Reid stated that the Arena Committee came back with a vision of what a 5,000 seat arena
26 would look like and cost. They estimated the cost to be \$3.9 or \$4.9 million for a 5,000-seat
27 arena. Staff was not sure the City wanted to be able to seat so many people. Mayor Timothy did
28 not think that was an Arena Committee recommendation.

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, May 25, 2016**

1 Mr. Reid stated that before proceeding to replace the bleachers they need to come to grips with
2 whether to take the current 2,000-seat rodeo arena and increase it to a 3,500 to 5,000-seat event
3 or keep it as a rodeo arena for small events. Staff was focusing on bleachers and coming in with
4 various sizes and costs. Mr. Reid asked people to watch and observe how many parking spots
5 around the arena can be identified. If a 5,000-seat arena is built, parking will be an issue and
6 people will have to park on 15000 South.

7
8 Alan Jackson commented that Old West Days is growing every year and the decision should
9 partially be based on how big they want it to get. Justin Westwood asked about the County
10 Equestrian Park. Mr. Dietrich indicated that he had heard that they plan to tear it down. There
11 was a lot of public outcry that resulted in the decision to keep it for the time being. Mr. Reid
12 commented that horse enthusiasts use the arena every weekend. In order to justify the cost of a
13 5,000-seat arena they may need to bring in events during the summer months, which may keep
14 horse enthusiasts from using it. Mr. Dietrich reported that he had been involved in the arena
15 discussion from the beginning. Former Mayor Nelson acquired the bleachers as surplus. They
16 are an old scaffolding type of system that no longer meets OSHA standards and requires a
17 significant amount of maintenance.

18
19 In response to a question raised by Alan Jackson, Mr. Reid stated that the bleachers are filled at
20 least once annually for the demolition derby and are nearly filled for the rodeo. No other event
21 that he was aware of seats more than 500 people. Mr. Dietrich reported that he had been
22 contacted by organizations that love the dirt and arena but do not like the bleachers. With a
23 better bleacher system and more seating he thought they would bring in more good horse events.

24
25 Mrs. Robison was asked to comment on the pros and cons of arena versus horse events since she
26 served on the Arena Committee. She clarified that she is not a horse person and does not use the
27 arena. Those who want the arena want it to be more local so that they can use it on a daily basis.
28 The Arena Committee has not met for some time so she was not sure if their feelings had
29 changed. Mr. Reid was depending on Mr. Kartchner to specify how much is actually available.

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, May 25, 2016**

1 If it is the second, third, or fourth priority the matter could be brought back to the Council in
2 February for a budget adjustment. Another option was to do a special budget adjustment
3 anytime the Council is ready to move forward if they are not prepared to do so by the second
4 meeting in June when the budget is approved. Concern was expressed with trying to attract large
5 events and not allowing horse people to use the facility on a daily basis. If events are sought
6 after there will need to be someone to oversee recruiting and marketing.

7
8 City Engineer, Michael Fazio, commended Mr. Dietrich and the Public Works Department for
9 their outstanding work. A summary was given on various projects. With regard to road
10 maintenance projects, Mr. Fazio stated that most of the roads in Bluffdale have recently been
11 slurred and crack sealed. Staff was working with the County on road maintenance work. The
12 Noell Nelson Drive project was described. Mr. Reid reported that it was design ready two years
13 ago but there were issues with land acquisition.

14
15 With regard to 13970 South, it was reported that the City is in the process of revising the plans
16 for Smith's Marketplace. It was clarified that the developer is building the project and the City is
17 providing reimbursement. With regard to the light at the intersection, the City has a three-way
18 agreement with UDOT who will provide all of the infrastructure. Bluffdale City and Woodbury
19 will split the cost of the labor to install it.

20
21 Porter Rockwell Boulevard Segment 3 was next discussed. Mr. Fazio explained that the
22 relocation of two poles will cost the City approximately \$750,000. The cost to relocate the high
23 pressure gas lines is \$30,000. The City approved \$2.4 million for the project. Work was to
24 begin in June.

25
26 With regard to Porter Rockwell Boulevard, Segment 5, a consultant was selected to complete the
27 design. It was estimated that \$5 million was needed to complete the project. The goal was to
28 have the design completed by November at which time it would be put out to bid.

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, May 25, 2016**

1 Mr. Fazio reported that \$400,000 was budgeted for the project to add additional lines for the
2 storm drain work in White Tail Cove. Coordination was underway with Jay Page to complete
3 the design. The hope was that funding would be obtained from the State or UDOT to help with
4 various projects. It was noted that there are gaps in the sidewalk along 13800 South and in the
5 sidewalk on 14000 South near North Star Academy.

6
7 Mr. Fazio indicated that he would like to continue the GIS program and reported that he was
8 working with a consultant on the matter.

9
10 James Wingate identified the biggest traffic problem in the City as the intersection at 14000
11 South and 1690 West. He asked if money was set aside to provide for a consultant. Mr. Fazio
12 stated that staff was working with a consultant in an effort to construct a roundabout. Mr. Reid
13 stated that it is not a City road so very little work has been done on it.

14
15 Mr. Fazio commented on the proposed traffic light at the trestle. He reported that a permit was
16 applied for with UDOT. The City hopes to get some participation from UDOT. The current
17 plans include a motion detection system that will alert trucks to use the roundabout or change
18 direction. Mr. Reid recommended installing the traffic semaphore but leaving the detection
19 system off until money is received for the exchange. Mr. Fazio stated that the County has a
20 program for traffic lights and can install them at a reduced cost. He proposed entering into an
21 agreement with Salt Lake County to maintain the traffic light. The County has its own installers
22 and are much less expensive than commercial installers. Mr. Reid offered to provide the cost
23 difference information and then let the Council decide. The estimated cost was \$250,000.

24
25 Boyd Preece displayed an aerial photo and indicated that a ramp is needed on the corner to
26 access the park. There are also trail systems in place but there has been no connectivity. In
27 order to utilize the trail, people use the sidewalk to access it. On the opposite side of the road
28 there is not a good way to access it. He suggested a ramp be constructed to allow students to

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, May 25, 2016**

1 utilize the trail. Mr. Reid agreed to include the projects discussed in the budget after which the
2 Council can vote on them.

3
4 Council Member Preece next commented that there is no access from Bluffdale Heights to the
5 trails and sidewalks and no way to get to Independence without crossing Porter Rockwell
6 Boulevard. Some residents have asked for a crosswalk but it is proposed in an unsafe location.
7 To make the connection usable, it needs to be at an intersection where it is the safest to cross. To
8 accomplish that, they have to wait until Porter Rockwell is built out. In the meantime, it was
9 suggested that a trail be constructed that will be utilized for Porter Rockwell eventually. The
10 issue was brought up because some residents walk their children to school.

11
12 Mr. Reid explained that staff's intent is to come back in two weeks and have the Council weigh
13 in on the proposed budget expenditures. A decision needs to be made on the Rodeo Arena. He
14 questioned whether there was enough time between now and next month to adequately study the
15 issue. If that is the case, it could be removed from the budget and discussed separately. Mr.
16 Reid wanted to see the bleachers completed but indicated that regardless they will not be done
17 for the August events. His suggestion was that they come back in August and September and
18 address it.

19
20 Accountant/HR Administrator, Stephanie Thayer, indicated that the budget numbers keep
21 changing as staff works through it. Mr. Reid stated that staff's intent is to include a budget
22 worksheet in the packet. If updates occur between then and the following Wednesday, a
23 summary sheet will be distributed. It was noted that the new budget will be made available in
24 Dropbox.

25
26 **LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING**

27
28 **1. Roll Call.**

29
30 All Members of the Local Building Authority were present.

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, May 25, 2016**

1 **2. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
2 **Staff Presenters, Blain Dietrich and Michael Fazio (LBA FY 2017 Final Budget**
3 **Discussion Held in Conjunction with the Budget Presentation and Discussion).**
4

5 The above matter was discussed as part of the Regular Meeting. There were no additional
6 comments.

7
8 **3. Adjournment.**
9

10 The LBA Meeting was adjourned.
11

12 **BLUFFDALE CITY REDEVELOPMENT AGENDA BOARD MEETING**
13

14 RDA Chair, Ty Nielsen, assumed the Chair.
15

16 **1. Roll Call.**
17

18 All Members of the Bluffdale City Redevelopment Board were present.
19

20 **2. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
21 **Staff Presenters, Blain Dietrich and Michael Fazio. (RDA FY2017 Final Budget**
22 **Discussion Held in Conjunction with the Budget Presentation and Discussion).**
23

24 The above matter was addressed as part of the Regular Meeting. There were no additional
25 comments.

26
27 **3. Adjournment.**
28

29 The RDA Meeting was adjourned.
30

31 **CONTINUATION OF BUSINESS MEETING**
32

33 Mayor Timothy resumed the Chair.
34

35 **9. Mayor's Report.**
36

37 Mayor Timothy reported that there has been a renewed interest in the Jordan River Commission.

38 At the first City Council Meeting in June they will make a brief presentation. Mr. Kartchner will

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, May 25, 2016**

1 take their agreements and current documentation and provide the Council with a synopsis from a
2 Finance Director’s perspective.

3
4 The Mayor commented on the Meet the Mayor issues and stated that there have been some
5 setbacks involving a Falls at Boulden Ridge resident who is in violation. The Mayor explained
6 that laws are in place and it is the responsibility of the person doing the work to follow the rules.
7 Safety issues the City is aware of will be enforced, however, issues such as sheds being built on
8 an easement will be a lower priority.

9
10 **10. City Manager’s Report and Discussion.**

11
12 Mr. Reid reported that at the most recent County Council Meeting the County Council approved
13 \$1.5 million in transportation funds for Bluffdale. They have been working on the matter with
14 Greg Curtis for about 18 months. Given the way funds are processed, he was not sure when it
15 should be budgeted.

16
17 Mr. Newman met with staff about Noell Nelson Drive and committed to build a road. He agreed
18 to call back the next day to provide staff with the final numbers. That was about one week ago
19 and staff has not heard back. A different bid was obtained. Mr. Reid explained that the
20 Westgate property has a 100-building permit limit. In order to proceed they need the road built.
21 Cost estimates were to be included in a Reimbursement Agreement in order to move forward.
22 Mr. Reid stated that they are putting a tar type of material down along with the insulation and
23 backfilling them. The backfill was nearly complete. The sub rough plumbing and electrical was
24 going in currently.

25
26 Mr. Reid reported that the City Offices will be closed on Memorial Day. That same day at
27 9:45 a.m. at the Bluffdale City Cemetery, the American Legion will make a presentation. A tent
28 would also be set up for veterans. Mr. Reid commented that the Parks Department does a
29 marvelous job of getting the cemetery ready for Memorial Day.

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, May 25, 2016**

1 Mr. Reid indicated that the Demolition Derby is scheduled for Saturday, June 11. He spoke to
2 Rick Crane about obtaining tickets for the Council.

3
4 The first Movie in the Park was scheduled for Friday, June 10 at the City Park at dusk.

5
6 With regard to the gate at The Bluffs Apartments, Mr. Reid spoke to the Fire Chief earlier in the
7 day who indicated that a new gate is nearly done and should be installed in the next few days at
8 The Bluffs Apartments. At one point the City donated a camera system to them so that they
9 could focus one of the cameras on the gate because there had been ongoing problems with it.

10
11 Mr. Reid commented on reduced speed warning signs on Loumis Parkway and stated that they
12 are on order. The other signs have already been installed.

13
14 **PLANNING SESSION**

15
16 Boyd Preece commented on the recent DARE graduation and stated that he and Alan Jackson
17 both attended.

18
19 James Wingate commented on the trestle with respect to trucks and stated that one of the issues
20 is that their navigation/GPS system routes them that way. He contacted several data providers
21 who sell the mapping data to the GPS companies. Some did not realize that it is an underpass
22 and thought it was a regular street level crossing. Council Member Wingate contacted several
23 companies including Google and Garmin to report what the actual clearance is. He also provided
24 them with photographs.

25
26 Council Member Wingate reported that he received an email from a Parry Farms resident who is
27 concerned about noise from Porter Rockwell Boulevard when Segment 5, south of Parry Farms
28 is built. She asked that action be taken to mitigate the noise. James Wingate recommended the
29 Council communicate expectations about what kind of noise mitigation will take place. Mayor
30 Timothy stated that when Parry Farms was built, Porter Rockwell Boulevard was in their
31 backyards. In 2010, UDOT moved it to the current alignment so that it was not as close. With

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, May 25, 2016**

1 regard to a sound wall, if UDOT were constructing the road they would not build a sound wall.
2 Mr. Reid recommended that Mr. Fazio look into the criteria required. Mr. Fazio stated that the
3 issues were studied during the environmental process where they thoroughly analyzed the entire
4 area in Segment 5. Meetings were held with neighbors and they showed that there would not be
5 an impact. The Mayor pointed out that the road was planned before the homes were built there.
6 He remarked that there is some liability when someone buys a home next to a future road.

7
8 Mayor Timothy commented earlier about a resident who complained that Redwood Road and
9 Camp Williams Road being the same is very confusing. When people use a GPS to find
10 Redwood Road they cannot find the resident's home, however, when they use Camp Williams
11 Road his home is shown in an incorrect location. James Wingate stated that the problem can be
12 solved by using an alias.

13
14 **11. Planning Session to Discussion Potential Special District (SD) Zoning Designation**
15 **for Independence Park, Located at Approximately 14950 South Noell Nelson Drive,**
16 **Dave Tolman and Steve McCutchan, Applicants.**

17
18 Mr. Tolman gave an overview of the Potential Special District Zoning Designation and stated
19 that they have been working on the proposal for some time. The location of the property was
20 identified and is on the east side of Noell Nelson Drive. The Rocky Mountain Power Corridor
21 was shown as well as the East Jordan Canal. Two options were presented. The current proposal
22 involves a single-family detached product. The layout of the community was shown with larger
23 lots in yellow and smaller lots in orange. The proposed Fire Station was also shown. A private
24 park was proposed as well as a trail that will connect to the trail system. Mr. Tolman stated that
25 they feel that what is proposed will be a nice addition. With all of the homes in the area he
26 thought it would be beneficial.

27
28 Details of the proposal were described. For example, the HOA will manage the park and the trail
29 system will connect to the Independence Trail System. It could connect to Westgate by crossing

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, May 25, 2016**

1 the street. The intent was to notify people of connectivity to trails and ensure safety from heavily
2 traveled roadways.

3
4 They included architectural upgrades in the package, enhancements to exterior materials, and
5 additions to end units that run along Noell Nelson Drive. They also proposed enhancements to
6 fencing. Trex fencing was proposed. Mayor Timothy commented on fencing and stated that he
7 had not received complaints about Trex because of cost, however, there are other composite
8 fencing materials that are not the Trex brand that are similar and much cheaper.

9
10 Mr. Tolman stated that he and his partners spent a lot of time looking at all of the composites and
11 found none that matched the look and quality that Trex offers. The price was negotiated with
12 CFC that reduced the price from \$55 to \$45 per foot. The other composite fencing would not be
13 much of a savings at \$25 to \$38 per foot. For a slightly higher cost, the quality would be much
14 better. Mr. Tolman recommended that builders be upfront with potential buyers about the cost
15 and allow them to include that amount in their loan if they desire and avoid coming up with the
16 cost upfront.

17
18 Mr. Tolman stated that the previous week he spoke with several homeowners about the situation
19 and let them know that they received rear yard landscaping as part of the purchase. If they had
20 not provided that, the builder would have been required to install the Trex fencing. He felt that
21 most of the time it was a matter of communication. He felt strongly that the enhancements were
22 given in exchange for density. Mayor Timothy liked the extras included in the project and the
23 Trex fencing.

24
25 Mayor Timothy commented that he would not object to the fencing being included in the
26 purchase price. This would also ensure that it is included in the loan. Mr. Tolman agreed to
27 consider it going forward. Cost issues were discussed.

28

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, May 25, 2016**

1 Mr. Tolman asked about the Fire Station being located in the middle of a residential area and if
2 that was of concern to the Council. Alan Jackson did not have an issue with it. Mr. Tolman
3 stated that he addressed it with the builders who were all supportive. He considered it to be a
4 benefit to the neighborhood. The Mayor liked the idea but hoped the firemen would be
5 considerate of the siren going off during late night hours.

6
7 Kory Luker, a Planning Commission Member and Republic Drive resident, commented on the
8 trail connection that runs from Independence through the RMP easement.

9

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

15

16 A Closed Meeting was not needed.

17

18 **13. Adjournment.**

19

20 The City Council Meeting adjourned at 10:38 p.m.

21

22

23

24

25 _____
Wendy L. Deppe, CMC

26 City Recorder:

27

28 Approved: _____

Agenda Item 3

LBA

THE CITY OF BLUFFDALE, UTAH

**THE LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE, UTAH
RESOLUTION NO. 2016-**

**A RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR THE
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE, UTAH AND
MAKING ADJUSTMENTS THERETO**

WHEREAS, The Local Building Authority of the City of Bluffdale, Utah (THE “AUTHORITY”), has heretofore set a budget for the Fiscal Year 2015-2016 and

WHEREAS, The Local Building Authority of the City of Bluffdale, Utah finds and determines the need to make adjustment of funds within said budget; and

WHEREAS, it is in the best interest of the citizens of the City of Bluffdale that these adjustments be made.

**NOW, THEREFORE, BE IT RESOLVED BY THE LOCAL BUILDING AUTHORITY
OF THE CITY OF BLUFFDALE, UTAH:**

Section 1. Budget Adjustments. The adjustments for the Fiscal Year 2015-2016 of the Local Building Authority Budget be made, and the same are hereby approved pursuant to the attached Schedule A.

Section 2. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Local Building Authority Chair-President to execute and cause to be delivered the same.

PASSED, ADOPTED AND APPROVED: June 22, 2016

By: _____
Derk P. Timothy, Chair-President

ATTEST:

Wendy L. Deppe, Secretary-Treasurer

Voting by the Board:

	Aye	Nay
Chair-President Timothy	_____	_____
Trustee Jackson	_____	_____
Trustee Preece	_____	_____
Trustee Nielsen	_____	_____
Trustee Westwood	_____	_____
Trustee Wingate	_____	_____

Attachment A
LBA Budget

Agenda Item 4

LBA

THE CITY OF BLUFFDALE, UTAH

**THE LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE, UTAH
RESOLUTION NO. 2016-**

**A RESOLUTION ADOPTING AND ACCEPTING THE FISCAL YEAR 2016-2017
FINAL BUDGET FOR THE LOCAL BUILDING AUTHORITY OF THE CITY OF
BLUFFDALE, UTAH**

WHEREAS, The Local Building Authority of the City of Bluffdale, Utah (THE “AUTHORITY”), has approved a tentative budget as the Governing Body of the Local Building Authority of the City of Bluffdale, Utah as required by law; and

WHEREAS, The Local Building Authority is required to approve a final budget for the Fiscal Year 2016–2017, and

WHEREAS, the budget appears to be in correct and lawful form.

**NOW, THEREFORE, BE IT RESOLVED BY THE LOCAL BUILDING AUTHORITY
OF THE CITY OF BLUFFDALE, UTAH:**

Section 1. Budget Adopted. The budget (Attachment A) is adopted as the final budget for the Local Building Authority of the City of Bluffdale, Utah for the Fiscal Year 2016-2017.

Section 2. Copy Delivered to Salt Lake County Auditor. A copy of the budget and resolution shall be delivered to the Salt Lake County Auditor.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Local Building Authority Chair-President to execute and cause to be delivered the same.

PASSED, ADOPTED AND APPROVED: June 22, 2016

By: _____
Derk P. Timothy, Chair-President

ATTEST:

Wendy L. Deppe, Secretary-Treasurer

Voting by the Board:

	Aye	Nay
Chair-President Timothy	_____	_____
Trustee Jackson	_____	_____
Trustee Nielsen	_____	_____
Trustee Preece	_____	_____
Trustee Westwood	_____	_____
Trustee Wingate	_____	_____

Attachment A
LBA Budget

Agenda Item 2.1

RDA



**BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD AND
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, May 25, 2016**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, May 25, 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 April 27, 2016 meeting minutes.
4. Presentation and discussion on the FY2017 Final Budget for the Bluffdale Arts Advisory Board (BAAB), presenter, Laura Garner.
5. **PUBLIC HEARING** – Consideration and vote on amendments to the General Plan from Civic Institutional to Low Density Residential and amending the R-1-43 Zone to R-1-10 Infill Overlay Zone for approximately 10.57 acres of property, located at approximately 1654 West 14600 South, Kenneth Olsen, applicant, staff presenter, Grant Crowell.
6. Consideration and vote on various amendments to Title 11-12 Parking Standards, Title 11-8E-12 R-MF Parking Standards, and 11-11G-17 Off Street Parking in the Bluffdale City Code, Bluffdale City, applicant, staff presenter, Jennifer Robison. **(Public Hearing previously held at the April 27, 2016 City Council meeting)**
7. Consideration and vote on a resolution authorizing the execution of an Interlocal Cooperation Agreement with Jordan School District for a trail easement and related improvements, staff presenter, Jennifer Robison.
8. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call

2. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio. **(LBA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
3. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. Presentation and discussion on the Final Budget for the 2016-2017 Fiscal Year, staff presenters, Blain Dietrich and Michael Fazio. **(RDA FY2017 Final Budget discussion held in conjunction with the Budget presentation and discussion)**
3. Adjournment

CONTINUATION OF BUSINESS MEETING

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

PLANNING SESSION

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

11. Planning Session to discuss potential Special District (SD) zoning designation for Independence Park, located at approximately 14950 South Noell Nelson Drive, Dave Tolman & Steve McCutchan, applicants.
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 20th day of May, 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.

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, May 25, 2016**

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson (arrived at 6:34 p.m.)
3 Ty Nielsen
4 Boyd Preece (arrived at (6:40 p.m.)
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 Blain Dietrich, Public Works Operations Manager
12 Michael Fazio, City Engineer
13 Stephanie Thayer, Accountant/HR Administrator
14 Bruce Kartchner, City Treasurer
15 Jennifer Robison, Senior Planner
16 Paul Douglass, Associate Planner
17

18 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**

19
20 Mayor Derk Timothy called the meeting to order at 6:30 p.m.

21
22 **1. Roll Call, Invocation, and Pledge.**

23
24 All Members of the City Council were present with the exception of Alan Jackson and Boyd
25 Preece who arrived later.

26
27 Michael Fazio offered the invocation and led the Pledge.

28
29 **2. PUBLIC FORUM.**

30
31 There was no one in attendance who wished to address the Council.

32
33 **3. CONSENT AGENDA**

34
35 Approval of the minutes was removed from the consent agenda.
36

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, May 25, 2016**

1 **3.1 Approval of the April 27, 2016 Meeting Minutes.**

2
3 Changes were made to the minutes. It was clarified that Levi Hughes commented rather than
4 Robert Bass on page 7, line 3 of the April 27, 2016 minutes.

5
6 **Justin Westwood moved to approve the April 27, 2016 minutes with the proposed**
7 **modification. James Wingate seconded the motion. The motion passed with the**
8 **unanimous consent of the Council. Alan Jackson and Boyd Preece were not present for the**
9 **vote.**

10
11 **4. Presentation and Discussion on the FY2017 Budget for the Bluffdale Arts Advisory**
12 **Board (BAAB), Presenter, Laura Garner.**

13
14 Bluffdale Arts Advisory Board Chair, Laura Garner, reported that during the 2015-2016 season
15 they performed *Guys and Dolls*, *Battle of the Bands*, and *Brigadoon*. They also celebrated their
16 25-year anniversary and put on two concerts. Ms. Garner stated that next year they plan to do a
17 band festival rather than a Battle of the Bands. They have cast their production of *How to*
18 *Succeed in Business* and will be doing a fundraiser for Old West Town Days. Ms. Garner
19 reported that in the fall, depending on funding, they will do either *Into the Woods* or a *Straight*
20 *Play*. In April, they are scheduled to do *Beauty and the Beast* in addition to a couple of concerts.
21 She expressed appreciation for the community support.

22
23 The BAAB works with Wasatch Arts Academy in Riverton and do a switch where Ms. Garner
24 lends them costumes from her collection and they in turn allow the group to practice on their
25 stage for free, which saves a lot of money. Rehearsal space is rented from Summit Academy
26 High School. They have an agreement with Ms. Garner’s costume company, Broadway Attire
27 for Hire, that gives them access to her costumes. Anything the Arts Council gets back goes into
28 Ms. Garner’s shed so that it doesn’t have to be stored or organized. Ms. Garner maintains the
29 collection, which saves thousands of dollars.

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, May 25, 2016**

1 Ms. Garner stated that they advertise in businesses and schools and rent rehearsal and performing
2 space from Jordan School District. Over the last few years they have rented storage units from
3 Rocky Mountain Storage who offers a reduced rate. In 2015, they logged a significant number
4 of volunteer hours.

5
6 Ms. Garner presented the proposed budget and stated that in the last two years they paid \$2,500
7 in taxes on ticket and concession sales. They typically advertise in *The South Valley News*,
8 which is under new management, and are now charging for advertising. She estimated that it
9 will now cost \$2,000 to \$3,000 per year to advertise. Mayor Timothy questioned how effective
10 their advertising has been. Ms. Garner stated that it has been effective because people who are in
11 the arts read *The South Valley News*. She urged the Council to be generous in their funding.

12
13 Mayor Timothy commended Ms. Garner for her efforts but wished they had better participation.
14 He considered the absence of a venue in the City to be part of the problem. Potential solutions
15 were discussed. Storage and manpower issues needed to build sets were acknowledged. The
16 Mayor expressed appreciation to Ms. Garner for her diligence.

17
18 Marketing issues were discussed. Alan Jackson recommended the City's website be utilized to
19 generate additional traffic for the Bluffdale Arts Advisory Board (BAAB).

20
21 **5. PUBLIC HEARING – Consideration and Vote on Amendments to the General Plan**
22 **from Civic Institutional to Low Density Residential and Amending the R-1-43 Zone**
23 **to R-1-10 Infill Overlay Zone for Approximately 10.57 Acres of Property, Located**
24 **at Approximately 1654 West 14600 South, Kenneth Olsen, Applicant, Staff**
25 **Presenter, Grant Crowell.**

26
27 City Planner/Economic Development Director, Grant Crowell, presented the staff report and
28 stated that the property was formerly owned by the school district. The site was identified on a
29 site map displayed. Mr. Crowell explained that the General Plan shows it as Civic Institutional
30 because it was previously owned by the school district. The new proposal gives a lot count of 16
31 rather than 18.

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, May 25, 2016**

1
2 Mr. Crowell described the origin of the 30-lot rule. He explained that in 2013 there was a 10-lot
3 rule. There were portions of Independence that served as the catalyst for changing it to 30. They
4 also compared it to what other cities are doing. The Mayor stated that staff actually took pictures
5 of the differences between the types of roads and what they serve.

6
7 Mayor Timothy felt that if the Council were to agree to a narrower road it should be private.
8 Parking concerns were identified. He expressed concern with exceeding the 30-lot rule.

9 Mr. Crowell stated that the proposed road width will be 28 feet. The average paved road width
10 in Independence is 30 feet. The Mayor commented that a standard is set for a reason and
11 recommended the 30-foot rule be adhered to.

12
13 The applicant, Ken Olsen, described the process he has been through and stated that originally he
14 had 23 lots, which made it difficult for him to go to 18. What is proposed is a very upscale
15 subdivision and the covenants will be recorded with the final plat. The property is in the IO
16 Zone. The covenants will be enforced with homes being in at least the \$750,000 range.

17 Mr. Olsen stated that he is proposing a private road. Sidewalks were also proposed within the
18 project. Road standards were discussed. Mr. Olsen stated that there will be very strict
19 covenants. One requirement will be no on-street parking other than occasional temporary
20 visitors. Driveways will also be required to have three visitor parking spaces. The homes will
21 have a minimum of 2,400 square feet on the main floor. There will also be numerous
22 requirements regarding roof types and shingles.

23
24 Mr. Olsen considered the roads to be the main point of discussion. A trail that could be used as a
25 secondary access was proposed to provide more walking space. He considered the reduction in
26 the number of lots from 23 to 18 to be significant. Access issues were discussed. Mr. Olsen
27 liked that the plan preserves the area where the lane comes off of 14600 South.

28
29 Mayor Timothy opened the public hearing.
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, May 25, 2016**

1 Shem Wayman gave his address as 14457 South 1625 West and stated that he will be most
2 affected by the proposed development. He believed Mr. Olsen was trying to do the right thing
3 for all involved. He appreciated that Mr. Olsen was trying to preserve the seclusion of the
4 private lane and instead provide an alternative access. He has also increased the lot size.

5
6 Lyle Wilde gave his address as 14459 South 1690 West and stated that the back of his property
7 borders the proposed development. Last time he appeared before the Council he spoke in
8 opposition to it. He was concerned about the exact location of the property line. Mr. Olsen had
9 a surveyor come out and the lines were determined to be in line with one another, which
10 eliminated his objection to the property line issue. He also showed a proposed plat that included
11 the walking trail the full length north to south along the edge of the development. His concern
12 was that for development to take place on those lots they would have to cut away the hill, which
13 he did not want to compromise. Lots 17 and 18 on the map raised similar concerns. It shows
14 that their property comes up the hill to where the line is drawn. For them to make full use of the
15 property they would either have to landscape the hill or cut it away.

16
17 Mr. Wilde commented that the intersection where the road splits going north and south off of
18 14600 South is very dangerous. He reported that he frequently witnesses near hits and potential
19 accidents. He was concerned with allowing additional development without addressing the
20 intersection. He asked that the Council revisit the issue at their earliest opportunity. Mayor
21 Timothy explained that currently the intersection is owned by UDOT. Technically, the City
22 cannot build anything there or collect impact fees to help with the widening and growth that will
23 result from the development. They are in the process of a jurisdictional transfer on the road. He
24 explained that even if it was owned by the City today, it would take a while to collect enough
25 impact fees to accommodate it.

26
27 Chris McCandless was present representing CW Management and gave his address as 9067
28 South 1300 West #305. He expressed support for Mr. Olsen's subdivision.

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, May 25, 2016**

1 Johnny Loumis, Jr. gave his address as 1690 Loumis Parkway and reported that Mr. Olsen has
2 gone to great lengths to make the project work. Mr. Loumis stated that he has lived in Bluffdale
3 his entire life and has knowledge of the west border. He described the topography of the area
4 and stated that what is proposed does not compromise anything. In terms of Loumis Parkway,
5 over the last 68 years, this is the safest the road has ever been.

6
7 There were no further public comments. The public hearing was closed.

8
9 Alan Jackson asked about the lot on Loumis Parkway and how a lot is officially counted. City
10 Manager, Mark Reid, explained that with regard to the 30-lot rule, public safety is taken into
11 consideration with each lot. The final determination of whether to include any particular lot in
12 the 30 is ultimately up to the Council. Mayor Timothy felt that the ability of emergency vehicles
13 and citizens to get in and out was important to take into account. He explained that the standard
14 is 30 and was set for a reason. Alan Jackson stated that there was extensive discussion and
15 research that led them to the 30-lot standard. He was not in favor of discarding the standard but
16 thought there were valid arguments for not counting one specific lot that has access from Loumis
17 Parkway.

18
19 The Council expressed support for the proposed width. With regard to the number of lots,
20 Mayor Timothy stated that Wood Duck Hollow may make it possible to add one lot, which
21 seemed reasonable. The Council was comfortable specifying that the access to the one lot would
22 be from Loumis Parkway even though the driveway access is not. The developer was
23 commended for coming up with the solution rather than relying on the City.

24
25 **James Wingate moved to amend the General Plan from Civic Institutional to Low Density**
26 **Residential and amend the R-1-43 Zone to R-1-10 Infill Overlay Zone for approximately**
27 **10.75 acres of property at approximately 1654 West 14600 South with the stipulation to**
28 **allow 18 lots in the development contingent on the proposal of CW Management to have**
29 **only 13 lots in Wood Duck Hollow for Phases 3 and 4. The lot on the corner of Loumis**

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, May 25, 2016**

1 Parkway was determined to meet the 30-lot rule for emergency services due to access being
2 off of Loumis Parkway. Justin Westwood seconded the motion. Vote on motion: Boyd
3 Preece-Aye, James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan Jackson-
4 Nay. The motion passed 4-to-1.

5
6 **6. Consideration and Vote on Various Amendments to Title 11-12 Parking Standards,**
7 **Title 11-8E-12 R-MF Parking Standards, and 11-11G-17 Off-Street Parking in the**
8 **Bluffdale City Code, Bluffdale City, Applicant, Staff Presenter, Jennifer Robison**
9 **(Public Hearing Previously Held at the April 27, 2016 City Council Meeting).**

10
11 Mayor Timothy reported that a public hearing was held previously on the proposed matter.
12 Senior Planner, Jennifer Robison, presented the staff report and stated that parking numbers were
13 examined based on what exists. The proposed changes were reviewed and included not allowing
14 on-street parking to count toward the project's off-street parking requirements. In addition, some
15 of the additional ratios for guest parking will be different. Staff recommended that all driveways
16 be included on all units. The plans approved by the City include the number of parking stalls
17 that exist currently. If the Planning Commission recommendation were applied to these
18 particular projects, what is proposed is what the numbers would have shown. The numbers
19 remain consistent with what staff is recommending for existing units with driveways.

20
21 Mrs. Robison recommended that the guest ratio remain at 1:4 per dwelling unit because some of
22 the guest parking could be accommodated in the driveway. For units without driveways, the
23 ratio is slightly higher. The emphasis of much of the discussion pertained to the Fieldstone-type
24 homes with auto courts. Definitions were provided for single-family and two-family products.
25 Units with garages would be required to have two-car garages. Single-family and two-family
26 units would be required to have a 20-foot minimum driveway. No additional guest parking was
27 required for single-family units. Mrs. Robison explained that there are a total of 118 units,
28 which would equate to 40 parking stalls.

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, May 25, 2016**

1 Mayor Timothy asked if there was a requirement for where the guest parking would be in
2 relation to the three homes it is attached to. Mrs. Robison explained that there was discussion
3 about placing it in different areas rather than being isolated in one spot. Mayor Timothy
4 commented that there may be areas where a consolidated guest parking area would be well
5 served, however, on the opposite end of the street where the last six or 12 units are, the guest
6 parking is so far away that it will not be used and should not be counted. Mrs. Robison
7 recommended the Council consider that some of the extra parking spaces will eliminate some
8 landscaping and other project amenities. She explained that the multi-family condominium and
9 townhome units with a driveway will see an increase in the guest parking requirement from 1 to
10 4 because they have the option to park in the driveway.

11
12 The Mayor was concerned about the length of the driveways and the fact that people use their
13 garages for storage. This eliminates the ability to park there and results in cars and guests
14 parking on the street. He considered rear-loaded units to be problematic. He did not see how
15 that could be solved simply by dealing with the parking issue.

16
17 Mrs. Robison explained that increasing the ratio slightly requires a few more parking spaces but
18 overall most are consistent with what is already provided. Appreciation was expressed to
19 Mrs. Robison for her work.

20
21 Mayor Timothy opened the meeting to public comment.

22
23 Steve McCutchan a Sandy resident, reported that they prepared a lengthy letter analyzing their
24 concerns. The letter was finalized prior to staff's recommendation being presented. He
25 commented on the Marketplace and stated that the Independence project originally encouraged
26 on-street parking as guest parking. Westgate included more parking stalls. Mr. McCutchan
27 expressed support for the staff recommendation.

28
29 Justin Westwood liked Mr. McCutchan's auto court design as it provides parking directly off the
30 street. Mr. McCutchan reported that he worked as a Designer for Woodside Homes for 20 years

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, May 25, 2016**

1 and that is how they do all of their auto courts. He was surprised that Fieldstone was able to do
2 what they did and considered it a “travesty”.

3
4 Kory Luker commented that his concern with auto courts was the lack of a driveway. He also
5 recommended that issues with snow removal be addressed. He supported the 1:3 ratio but stated
6 that in some cases it may not be adequate. He commented that on his side of the street there are
7 two cars that do not fit in the garages.

8
9 There were no further public comments. The Mayor closed the public comment period.

10
11 **Ty Nielsen moved to approve the various amendments to Title 11-12 Parking Standards,**
12 **Title 11-8E-12-R-MF Parking Standards, and 11-11G-17 Off-Street Parking in the**
13 **Bluffdale City Code to provide standards for a variety of housing types including off-street**
14 **and guest parking requirements. Justin Westwood seconded the motion. Vote on motion:**
15 **Boyd Preece-Aye, James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan**
16 **Jackson-Aye. The motion passed unanimously.**

17
18 **7. Consideration and Vote on a Resolution Authorizing the Execution of an Interlocal**
19 **Cooperation Agreement with Jordan School District for a Trail Easement and**
20 **Related Improvements, Staff Presenter, Jennifer Robison.**

21
22 Mrs. Robison presented the staff report and stated that the previous night the Jordan School
23 District met and approved the easement for a trail to provide a connection to the City Park Trail
24 and an east west connection, which is difficult to obtain. There was also discussion about
25 providing access off of the parking lot for major events. It was noted that staff had been working
26 on the proposal for over one year. The school will still own the property and provide an
27 easement to provide the trail access.

28
29 Mrs. Robison stated that construction would have to be completed by the time school begins in
30 August. Work was expected to commence on July 2. Impact fees were allocated for some City
31 Park and Rodeo Area improvements. The location of the 10-foot asphalt trail was identified.

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, May 25, 2016**

1 The existing fence will remain on the north side and an additional fence will need to be installed
2 on the opposite side of the school property. Parents expressed concern about their children
3 gaining access.

4
5 In response to a question raised by the Mayor, Mrs. Robison commented on a box owned by
6 CenturyLink that cannot be moved. Mayor Timothy asked about the specifics of the Franchise
7 Agreement with CenturyLink. City Attorney, Vaughn Pickell, stated that the agreement refers to
8 anything in the public ways such as street rights-of-ways.

9
10 Mr. Reid asked about lighting. Mrs. Robison stated that staff spoke to Sergeant Taylor about
11 lighting. His suggestion was to provide it. Mrs. Robison indicated that a quote was received for
12 lighting consisting of a 10-foot pole with LED lights. Staff will propose both options to the City
13 Manager. Mayor Timothy suggested input also be received from the residents. Mr. Reid
14 suggested they not have lighting because the trail leads into an area that does not have it. The
15 result would be to attract people down the trail where they eventually would find themselves in
16 the dark. If lighting is not installed, the Mayor recommended putting in conduit to allow for it
17 later.

18
19 Ty Nielsen commented on the law regarding root growth on an adjacent property and stated that
20 once it crosses the property line, the property owner has the prerogative to do with it as he
21 pleases. If, however, he kills the tree, the neighboring property owner could be liable. The
22 Mayor asked how children can be protected during construction. It was recommended that a
23 construction fence be installed. City Engineer, Michael Fazio, stated that it would be bid out.

24
25 Mrs. Robison identified a new access that will be created at the arena for large events. A gate
26 will be located on the southeast corner of the property. The sidewalk will remain open at all
27 times and will not be gated. The cost will not be shared. Mrs. Robison explained that when the
28 City changed their mind about the rodeo arena access, the school installed curb and gutter around
29 the entire property so that drop offs and pick-ups can take place on the south end as well. 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, May 25, 2016**

1 school is providing the land. Mrs. Robison reported that final construction numbers have not yet
2 been completed. They believe it will be a great asset to help the community have more access.

3
4 **Ty Nielsen moved to approve the resolution authorizing the execution of an Interlocal**
5 **Cooperation Agreement with Jordan School District for a Trail Easement and Related**
6 **Improvements. Justin Westwood seconded the motion. Vote on motion: Boyd Preece-Aye,**
7 **James Wingate-Aye, Justin Westwood-Aye, Ty Nielsen-Aye, Alan Jackson-Aye. The**
8 **motion passed unanimously.**

9
10 **8. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
11 **Staff Presenters, Blain Dietrich and Michael Fazio.**

12
13 Public Works Operations Manager, Blain Dietrich, discussed the issue of staffing. In the budget
14 he requested two new staff members in the Public Works Department; one new full-time Parks
15 Worker and one new full-time Streets Worker. The request was due to a significant increase in
16 the number of parks. Staff has 40 acres of lawn to mow and 80 acres of park to maintain. In
17 addition, there are about 150 acres of open space. Currently, there are four full-time employees.
18 The proposed new hire would increase that number to five.

19
20 Mr. Dietrich stated that planning was underway for a splash pad, which would be enjoyed by the
21 citizens but will require maintenance by staff. Another Parks Worker will likely be needed once
22 the splash pad is operational and to maintain additional parks that will come on line. Currently
23 the department has three seasonal workers who are college students.

24
25 Mr. Dietrich described the next request for Streets and explained that they have changed some
26 streetlights out to LEDs and converted one subdivision. They also met with Rocky Mountain
27 Power officials and found that there is some incentive money remaining to change streetlights
28 over to LED. The hope was to recapture funds through that project. In addition, \$200,000 was
29 budgeted above and beyond the \$100,000 from last year that was not spent. Currently, there are
30 two full-time employees in the Parks Department and three in the Streets Department.

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, May 25, 2016**

1
2 Mr. Dietrich explained that equipment is often funneled from one department to another. The
3 intent is to take two trucks from the Water Department and move them to Animal Control. To
4 replace the trucks in the Water Department staff is asking to acquire a panel truck and dump
5 truck. Mr. Dietrich felt they could be more efficient with a panel truck that is not as large as the
6 crane truck.

7
8 Mr. Dietrich explained that the tilt trailer backhoe is large enough to haul the backhoe. The
9 Mayor expressed support for that purchase. With regard to the street sweeper, it is very useful
10 and gets a lot of use. The sterling dump truck was next discussed. Mr. Dietrich stated that they
11 have a 2001 truck with a salter that is in poor condition. Staff continues to maintain it but at
12 some point it will need to be replaced. A paint sprayer was also requested to keep parking lots
13 and crosswalks maintained.

14
15 Mr. Dietrich reported that the Rodeo Committee proposed the purchase of a groomer that was
16 approved by the City Council. Mr. Reid reported that a consultant was hired to help with the
17 Rodeo Committee who is a salesman for Black Widow and Arena Blend. Mayor Timothy stated
18 that that particular brand of groomer was discussed frequently. The Arena Blend had also been
19 sought after since before the consultant was hired. Ty Nielsen stated that he has used the Black
20 Widow and found it to be of very high quality. Mr. Reid stated that they are purchasing an
21 \$8,000 groomer and will need to buy a \$40,000 to \$100,000 tractor to pull it. City Treasurer,
22 Bruce Kartchner, stated that he has seen used Black Widows for sale from time to time.

23 Mr. Dietrich was not proposing to get rid of the current tractor and recommended it be kept as a
24 backup along with the current groomer. He suggested a foil mower be put on the existing tractor
25 in order to do more mowing along the trails than has been done in the past and keep it in use.
26 Mr. Reid recommended that the tractor remain attached to the arena since the rodeo grounds
27 needs to be groomed almost daily.

28

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, May 25, 2016**

1 Mr. Dietrich stated that another mini-excavator was requested. Mayor Timothy supported that
2 expenditure. One more mule was also proposed to be used at the park. Mr. Dietrich stated that
3 the demand is greatest during major events.

4
5 Mayor Timothy commented on priorities following a winter storm. He observed that the City
6 has numerous trails that are not being plowed over the winter. He asked Mr. Dietrich to find a
7 snow blower that will be safe for use around the public. Snow removal issues were discussed.
8 Snow removal with a snow blower versus a plow was discussed.

9
10 Various projects were discussed. Mr. Dietrich reported on the carport used by the Police and
11 Fire Departments. There was discussion about adding a second one. Mr. Reid commented that
12 once the City has its own police force they will want a fenced off area to store vehicles that are
13 impounded. The area would be an extension of the existing carport and expand the parking lot.

14
15 Mr. Dietrich next reported on the storm drain project to fix the undersized pipe and keep the
16 storm water from flooding homes. Mr. Reid stated that a property owner agreed to work with the
17 City and cover the cost of storm drain through his property since he eventually wants to develop
18 it.

19
20 Mr. Dietrich reported on parks and stated that the parking in the Main Park needs to be
21 completed. A new stage pavilion was also built that Mr. Dietrich hoped to obtain lighting for. It
22 had been funded a few times but never completed. The intent was to complete it with the City
23 Hall Project.

24
25 Mr. Dietrich stated that no heat was put into the Parks Building due to lack of funds, however,
26 staff felt they could run a gas line and install overhead heaters in the building to help provide a
27 place in the winter for work to be done on trucks. The Parry Farms Park was next discussed.
28 The detention pond was expanded but all of the work had not yet been completed. The Mayor
29 commented that the residents expect the City to complete the park. Mr. Dietrich stated that 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, May 25, 2016**

1 HOA has been very good to work with and even helped with Spring Cleanup. They have also
2 offered to participate in the cost of the improvements. Mr. Reid indicated that two years ago
3 they offered to contribute \$40,000 toward the park.

4
5 Mayor Timothy indicated that he has not gotten a response on the restroom improvements.
6 Mr. Reid stated that the goal was to get Salt Lake County to participate. Possible alternatives
7 were discussed. Mr. Dietrich hoped to continue moving forward with the improvements if
8 funding is available. Mayor Timothy stressed the importance of moving forward.

9
10 With regard to the Vintage Park, it was discovered that it is not in the Impact Fees Facilities Plan
11 (IFFP) scheduling. He thought there was a desire to keep it moving forward. A consultant was
12 hired who provided five different scenarios. Mr. Reid reported that the goal is to redo the IFFP,
13 which is a four to six-month project. Bruce Kartchner was asked to review the Park Impact Fees
14 and determine how much belongs to Independence and how much can be diverted from
15 Independence to spend elsewhere. They need to come up with a dollar amount and then a
16 priority list. Mr. Dietrich gave a brief history of the Vintage Park and stated that it was never
17 owned by Johnny Loumis and was donated to the City by the developers with the caveat that it
18 be developed as a park. It was noted that it was former Parry property.

19
20 Water projects were next discussed. Mr. Dietrich reported that water deficiency projects were
21 funded. Staff had been working with Horrocks Engineering on water and easement issues.
22 Mr. Reid explained that there is a water line deficiency where there is a two-inch line and they
23 need an eight-inch line. It cannot be funded with impact fees and involves deficiencies in the
24 system. As a result, the cost has to be paid for out of the Water Fund. Currently, there is
25 \$800,000 for the identified projects. The intent is to complete half of them this year and half
26 next year.

27
28 The SCADA system was next discussed, which controls the water system. It can detect when the
29 pumps are running, what level the tanks are at, if there are breaks in the line, and what 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, May 25, 2016**

1 pressures are. The system notifies Mr. Dietrich if there is a problem. Mayor Timothy stated that
2 the system is required for the tracking of the water conservation goal. Mr. Dietrich reported that
3 the second pump station is added down Narrows Road known as the Redundant Source Project.
4 Jordan Valley Water Conservancy District was 18 months behind providing the City with water
5 although the City’s pump system was in place. Testing began in February and now that the
6 pumps can be run they can fine-tune and complete the SCADA system.

7
8 Mr. Dietrich stated that because of growth and development, the Water Department went over
9 budget in new infrastructure. The good news was that they collect fees for every water meter
10 and brought in more than was projected.

11
12 Mr. Reid commented that there was discussion about hiring a person to serve as the Fleet
13 Manager. He reached out to Dick Bell who previously worked as a Fleet Manager for the
14 County. He indicated that Mr. Bell agreed to help the City perform general maintenance of its
15 fleet. He remarked that the Rodeo Arena needs more work and direction from the Council. In
16 particular, the bleachers, snack shack, parking lot, restroom, and area around the arena were of
17 concern. Mr. Reid explained that over the past several budget seasons they have had some of the
18 work budgeted and then pulled back. There have also been differences of opinion about what
19 should be the ultimate finished product.

20
21 Mr. Dietrich reported that a representative from a bleacher manufacturer will be meeting with
22 staff who will prepare the final numbers based on the direction given at the last meeting. He
23 estimated the cost at \$1.4 to \$1.9 million depending on the number of seats and whether the
24 bleacher is covered or not. That was something that more guidance and direction was needed on.
25 Mr. Reid stated that the Arena Committee came back with a vision of what a 5,000 seat arena
26 would look like and cost. They estimated the cost to be \$3.9 or \$4.9 million for a 5,000-seat
27 arena. Staff was not sure the City wanted to be able to seat so many people. Mayor Timothy did
28 not think that was an Arena Committee recommendation.

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, May 25, 2016**

1 Mr. Reid stated that before proceeding to replace the bleachers they need to come to grips with
2 whether to take the current 2,000-seat rodeo arena and increase it to a 3,500 to 5,000-seat event
3 or keep it as a rodeo arena for small events. Staff was focusing on bleachers and coming in with
4 various sizes and costs. Mr. Reid asked people to watch and observe how many parking spots
5 around the arena can be identified. If a 5,000-seat arena is built, parking will be an issue and
6 people will have to park on 15000 South.

7
8 Alan Jackson commented that Old West Days is growing every year and the decision should
9 partially be based on how big they want it to get. Justin Westwood asked about the County
10 Equestrian Park. Mr. Dietrich indicated that he had heard that they plan to tear it down. There
11 was a lot of public outcry that resulted in the decision to keep it for the time being. Mr. Reid
12 commented that horse enthusiasts use the arena every weekend. In order to justify the cost of a
13 5,000-seat arena they may need to bring in events during the summer months, which may keep
14 horse enthusiasts from using it. Mr. Dietrich reported that he had been involved in the arena
15 discussion from the beginning. Former Mayor Nelson acquired the bleachers as surplus. They
16 are an old scaffolding type of system that no longer meets OSHA standards and requires a
17 significant amount of maintenance.

18
19 In response to a question raised by Alan Jackson, Mr. Reid stated that the bleachers are filled at
20 least once annually for the demolition derby and are nearly filled for the rodeo. No other event
21 that he was aware of seats more than 500 people. Mr. Dietrich reported that he had been
22 contacted by organizations that love the dirt and arena but do not like the bleachers. With a
23 better bleacher system and more seating he thought they would bring in more good horse events.

24
25 Mrs. Robison was asked to comment on the pros and cons of arena versus horse events since she
26 served on the Arena Committee. She clarified that she is not a horse person and does not use the
27 arena. Those who want the arena want it to be more local so that they can use it on a daily basis.
28 The Arena Committee has not met for some time so she was not sure if their feelings had
29 changed. Mr. Reid was depending on Mr. Kartchner to specify how much is actually available.

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, May 25, 2016**

1 If it is the second, third, or fourth priority the matter could be brought back to the Council in
2 February for a budget adjustment. Another option was to do a special budget adjustment
3 anytime the Council is ready to move forward if they are not prepared to do so by the second
4 meeting in June when the budget is approved. Concern was expressed with trying to attract large
5 events and not allowing horse people to use the facility on a daily basis. If events are sought
6 after there will need to be someone to oversee recruiting and marketing.

7
8 City Engineer, Michael Fazio, commended Mr. Dietrich and the Public Works Department for
9 their outstanding work. A summary was given on various projects. With regard to road
10 maintenance projects, Mr. Fazio stated that most of the roads in Bluffdale have recently been
11 slurred and crack sealed. Staff was working with the County on road maintenance work. The
12 Noell Nelson Drive project was described. Mr. Reid reported that it was design ready two years
13 ago but there were issues with land acquisition.

14
15 With regard to 13970 South, it was reported that the City is in the process of revising the plans
16 for Smith's Marketplace. It was clarified that the developer is building the project and the City is
17 providing reimbursement. With regard to the light at the intersection, the City has a three-way
18 agreement with UDOT who will provide all of the infrastructure. Bluffdale City and Woodbury
19 will split the cost of the labor to install it.

20
21 Porter Rockwell Boulevard Segment 3 was next discussed. Mr. Fazio explained that the
22 relocation of two poles will cost the City approximately \$750,000. The cost to relocate the high
23 pressure gas lines is \$30,000. The City approved \$2.4 million for the project. Work was to
24 begin in June.

25
26 With regard to Porter Rockwell Boulevard, Segment 5, a consultant was selected to complete the
27 design. It was estimated that \$5 million was needed to complete the project. The goal was to
28 have the design completed by November at which time it would be put out to bid.

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, May 25, 2016**

1 Mr. Fazio reported that \$400,000 was budgeted for the project to add additional lines for the
2 storm drain work in White Tail Cove. Coordination was underway with Jay Page to complete
3 the design. The hope was that funding would be obtained from the State or UDOT to help with
4 various projects. It was noted that there are gaps in the sidewalk along 13800 South and in the
5 sidewalk on 14000 South near North Star Academy.

6
7 Mr. Fazio indicated that he would like to continue the GIS program and reported that he was
8 working with a consultant on the matter.

9
10 James Wingate identified the biggest traffic problem in the City as the intersection at 14000
11 South and 1690 West. He asked if money was set aside to provide for a consultant. Mr. Fazio
12 stated that staff was working with a consultant in an effort to construct a roundabout. Mr. Reid
13 stated that it is not a City road so very little work has been done on it.

14
15 Mr. Fazio commented on the proposed traffic light at the trestle. He reported that a permit was
16 applied for with UDOT. The City hopes to get some participation from UDOT. The current
17 plans include a motion detection system that will alert trucks to use the roundabout or change
18 direction. Mr. Reid recommended installing the traffic semaphore but leaving the detection
19 system off until money is received for the exchange. Mr. Fazio stated that the County has a
20 program for traffic lights and can install them at a reduced cost. He proposed entering into an
21 agreement with Salt Lake County to maintain the traffic light. The County has its own installers
22 and are much less expensive than commercial installers. Mr. Reid offered to provide the cost
23 difference information and then let the Council decide. The estimated cost was \$250,000.

24
25 Boyd Preece displayed an aerial photo and indicated that a ramp is needed on the corner to
26 access the park. There are also trail systems in place but there has been no connectivity. In
27 order to utilize the trail, people use the sidewalk to access it. On the opposite side of the road
28 there is not a good way to access it. He suggested a ramp be constructed to allow students to

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, May 25, 2016**

1 utilize the trail. Mr. Reid agreed to include the projects discussed in the budget after which the
2 Council can vote on them.

3
4 Council Member Preece next commented that there is no access from Bluffdale Heights to the
5 trails and sidewalks and no way to get to Independence without crossing Porter Rockwell
6 Boulevard. Some residents have asked for a crosswalk but it is proposed in an unsafe location.
7 To make the connection usable, it needs to be at an intersection where it is the safest to cross. To
8 accomplish that, they have to wait until Porter Rockwell is built out. In the meantime, it was
9 suggested that a trail be constructed that will be utilized for Porter Rockwell eventually. The
10 issue was brought up because some residents walk their children to school.

11
12 Mr. Reid explained that staff's intent is to come back in two weeks and have the Council weigh
13 in on the proposed budget expenditures. A decision needs to be made on the Rodeo Arena. He
14 questioned whether there was enough time between now and next month to adequately study the
15 issue. If that is the case, it could be removed from the budget and discussed separately. Mr.
16 Reid wanted to see the bleachers completed but indicated that regardless they will not be done
17 for the August events. His suggestion was that they come back in August and September and
18 address it.

19
20 Accountant/HR Administrator, Stephanie Thayer, indicated that the budget numbers keep
21 changing as staff works through it. Mr. Reid stated that staff's intent is to include a budget
22 worksheet in the packet. If updates occur between then and the following Wednesday, a
23 summary sheet will be distributed. It was noted that the new budget will be made available in
24 Dropbox.

25
26 **LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING**

27
28 **1. Roll Call.**

29
30 All Members of the Local Building Authority were present.

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, May 25, 2016**

1 **2. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
2 **Staff Presenters, Blain Dietrich and Michael Fazio (LBA FY 2017 Final Budget**
3 **Discussion Held in Conjunction with the Budget Presentation and Discussion).**
4

5 The above matter was discussed as part of the Regular Meeting. There were no additional
6 comments.

7
8 **3. Adjournment.**
9

10 The LBA Meeting was adjourned.
11

12 **BLUFFDALE CITY REDEVELOPMENT AGENDA BOARD MEETING**
13

14 RDA Chair, Ty Nielsen, assumed the Chair.
15

16 **1. Roll Call.**
17

18 All Members of the Bluffdale City Redevelopment Board were present.
19

20 **2. Presentation and Discussion on the Final Budget for the 2016-2017 Fiscal Year,**
21 **Staff Presenters, Blain Dietrich and Michael Fazio. (RDA FY2017 Final Budget**
22 **Discussion Held in Conjunction with the Budget Presentation and Discussion).**
23

24 The above matter was addressed as part of the Regular Meeting. There were no additional
25 comments.

26
27 **3. Adjournment.**
28

29 The RDA Meeting was adjourned.
30

31 **CONTINUATION OF BUSINESS MEETING**
32

33 Mayor Timothy resumed the Chair.
34

35 **9. Mayor's Report.**
36

37 Mayor Timothy reported that there has been a renewed interest in the Jordan River Commission.

38 At the first City Council Meeting in June they will make a brief presentation. Mr. Kartchner will

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, May 25, 2016**

1 take their agreements and current documentation and provide the Council with a synopsis from a
2 Finance Director’s perspective.

3
4 The Mayor commented on the Meet the Mayor issues and stated that there have been some
5 setbacks involving a Falls at Boulden Ridge resident who is in violation. The Mayor explained
6 that laws are in place and it is the responsibility of the person doing the work to follow the rules.
7 Safety issues the City is aware of will be enforced, however, issues such as sheds being built on
8 an easement will be a lower priority.

9
10 **10. City Manager’s Report and Discussion.**

11
12 Mr. Reid reported that at the most recent County Council Meeting the County Council approved
13 \$1.5 million in transportation funds for Bluffdale. They have been working on the matter with
14 Greg Curtis for about 18 months. Given the way funds are processed, he was not sure when it
15 should be budgeted.

16
17 Mr. Newman met with staff about Noell Nelson Drive and committed to build a road. He agreed
18 to call back the next day to provide staff with the final numbers. That was about one week ago
19 and staff has not heard back. A different bid was obtained. Mr. Reid explained that the
20 Westgate property has a 100-building permit limit. In order to proceed they need the road built.
21 Cost estimates were to be included in a Reimbursement Agreement in order to move forward.
22 Mr. Reid stated that they are putting a tar type of material down along with the insulation and
23 backfilling them. The backfill was nearly complete. The sub rough plumbing and electrical was
24 going in currently.

25
26 Mr. Reid reported that the City Offices will be closed on Memorial Day. That same day at
27 9:45 a.m. at the Bluffdale City Cemetery, the American Legion will make a presentation. A tent
28 would also be set up for veterans. Mr. Reid commented that the Parks Department does a
29 marvelous job of getting the cemetery ready for Memorial Day.

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, May 25, 2016**

1 Mr. Reid indicated that the Demolition Derby is scheduled for Saturday, June 11. He spoke to
2 Rick Crane about obtaining tickets for the Council.

3
4 The first Movie in the Park was scheduled for Friday, June 10 at the City Park at dusk.

5
6 With regard to the gate at The Bluffs Apartments, Mr. Reid spoke to the Fire Chief earlier in the
7 day who indicated that a new gate is nearly done and should be installed in the next few days at
8 The Bluffs Apartments. At one point the City donated a camera system to them so that they
9 could focus one of the cameras on the gate because there had been ongoing problems with it.

10
11 Mr. Reid commented on reduced speed warning signs on Loumis Parkway and stated that they
12 are on order. The other signs have already been installed.

13
14 **PLANNING SESSION**

15
16 Boyd Preece commented on the recent DARE graduation and stated that he and Alan Jackson
17 both attended.

18
19 James Wingate commented on the trestle with respect to trucks and stated that one of the issues
20 is that their navigation/GPS system routes them that way. He contacted several data providers
21 who sell the mapping data to the GPS companies. Some did not realize that it is an underpass
22 and thought it was a regular street level crossing. Council Member Wingate contacted several
23 companies including Google and Garmin to report what the actual clearance is. He also provided
24 them with photographs.

25
26 Council Member Wingate reported that he received an email from a Parry Farms resident who is
27 concerned about noise from Porter Rockwell Boulevard when Segment 5, south of Parry Farms
28 is built. She asked that action be taken to mitigate the noise. James Wingate recommended the
29 Council communicate expectations about what kind of noise mitigation will take place. Mayor
30 Timothy stated that when Parry Farms was built, Porter Rockwell Boulevard was in their
31 backyards. In 2010, UDOT moved it to the current alignment so that it was not as close. With

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, May 25, 2016**

1 regard to a sound wall, if UDOT were constructing the road they would not build a sound wall.
2 Mr. Reid recommended that Mr. Fazio look into the criteria required. Mr. Fazio stated that the
3 issues were studied during the environmental process where they thoroughly analyzed the entire
4 area in Segment 5. Meetings were held with neighbors and they showed that there would not be
5 an impact. The Mayor pointed out that the road was planned before the homes were built there.
6 He remarked that there is some liability when someone buys a home next to a future road.

7
8 Mayor Timothy commented earlier about a resident who complained that Redwood Road and
9 Camp Williams Road being the same is very confusing. When people use a GPS to find
10 Redwood Road they cannot find the resident's home, however, when they use Camp Williams
11 Road his home is shown in an incorrect location. James Wingate stated that the problem can be
12 solved by using an alias.

13
14 **11. Planning Session to Discussion Potential Special District (SD) Zoning Designation**
15 **for Independence Park, Located at Approximately 14950 South Noell Nelson Drive,**
16 **Dave Tolman and Steve McCutchan, Applicants.**

17
18 Mr. Tolman gave an overview of the Potential Special District Zoning Designation and stated
19 that they have been working on the proposal for some time. The location of the property was
20 identified and is on the east side of Noell Nelson Drive. The Rocky Mountain Power Corridor
21 was shown as well as the East Jordan Canal. Two options were presented. The current proposal
22 involves a single-family detached product. The layout of the community was shown with larger
23 lots in yellow and smaller lots in orange. The proposed Fire Station was also shown. A private
24 park was proposed as well as a trail that will connect to the trail system. Mr. Tolman stated that
25 they feel that what is proposed will be a nice addition. With all of the homes in the area he
26 thought it would be beneficial.

27
28 Details of the proposal were described. For example, the HOA will manage the park and the trail
29 system will connect to the Independence Trail System. It could connect to Westgate by crossing

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, May 25, 2016**

1 the street. The intent was to notify people of connectivity to trails and ensure safety from heavily
2 traveled roadways.

3
4 They included architectural upgrades in the package, enhancements to exterior materials, and
5 additions to end units that run along Noell Nelson Drive. They also proposed enhancements to
6 fencing. Trex fencing was proposed. Mayor Timothy commented on fencing and stated that he
7 had not received complaints about Trex because of cost, however, there are other composite
8 fencing materials that are not the Trex brand that are similar and much cheaper.

9
10 Mr. Tolman stated that he and his partners spent a lot of time looking at all of the composites and
11 found none that matched the look and quality that Trex offers. The price was negotiated with
12 CFC that reduced the price from \$55 to \$45 per foot. The other composite fencing would not be
13 much of a savings at \$25 to \$38 per foot. For a slightly higher cost, the quality would be much
14 better. Mr. Tolman recommended that builders be upfront with potential buyers about the cost
15 and allow them to include that amount in their loan if they desire and avoid coming up with the
16 cost upfront.

17
18 Mr. Tolman stated that the previous week he spoke with several homeowners about the situation
19 and let them know that they received rear yard landscaping as part of the purchase. If they had
20 not provided that, the builder would have been required to install the Trex fencing. He felt that
21 most of the time it was a matter of communication. He felt strongly that the enhancements were
22 given in exchange for density. Mayor Timothy liked the extras included in the project and the
23 Trex fencing.

24
25 Mayor Timothy commented that he would not object to the fencing being included in the
26 purchase price. This would also ensure that it is included in the loan. Mr. Tolman agreed to
27 consider it going forward. Cost issues were discussed.

28

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, May 25, 2016**

1 Mr. Tolman asked about the Fire Station being located in the middle of a residential area and if
2 that was of concern to the Council. Alan Jackson did not have an issue with it. Mr. Tolman
3 stated that he addressed it with the builders who were all supportive. He considered it to be a
4 benefit to the neighborhood. The Mayor liked the idea but hoped the firemen would be
5 considerate of the siren going off during late night hours.

6
7 Kory Luker, a Planning Commission Member and Republic Drive resident, commented on the
8 trail connection that runs from Independence through the RMP easement.

9

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

15

16 A Closed Meeting was not needed.

17

18 **13. Adjournment.**

19

20 The City Council Meeting adjourned at 10:38 p.m.

21

22

23

24

25 _____
Wendy L. Deppe, CMC

26 City Recorder:

27

28 Approved: _____

Agenda Item 3

RDA

BLUFFDALE CITY REDEVELOPMENT AGENCY

RESOLUTION NO. 2016-

**A RESOLUTION AMENDING THE FISCAL YEAR 2015-2016
BUDGET AND MAKING ADJUSTMENTS THERETO**

WHEREAS, the Board of Directors of the Bluffdale City Redevelopment Agency has heretofore set a budget for the fiscal year 2015-2016 and

WHEREAS, the Board of Directors of the Bluffdale City Redevelopment Agency finds and determines the need to make adjustments of funds within said budget; and

WHEREAS, it is in the best interest of the citizens of the City of Bluffdale that these adjustments be made.

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

Section 1. Budget Adjustments. The adjustments for the fiscal year 2015-2016 of the Redevelopment Agency Budget be made, and the same are hereby approved pursuant to the attached Schedule A.

Section 2. 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: June 22, 2016

By: _____
Ty T. Nielsen, Chairman

ATTEST:

Mark Reid, Secretary/Treasurer

Voting by the Board of Directors of the Redevelopment Agency:

	“AYE”	“NAY”
Mayor Timothy	_____	_____
Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____

Schedule A
Budget Adjustments

Agenda Item 4

RDA

BLUFFDALE CITY REDEVELOPMENT AGENCY

RESOLUTION NO. 2016-

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE BLUFFDALE CITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2016-2017

WHEREAS, the Board of Directors of the Redevelopment Agency has approved a tentative budget as the Governing Body of the Redevelopment Agency of the City of Bluffdale as required by law; and

WHEREAS, the Board of Directors of the Redevelopment Agency is required to approve a final budget for the fiscal year 2016-2017; and

WHEREAS, the budget appears to be in correct and lawful form.

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

Section 1. Budget Adopted. The budget (Attachment A) is adopted as the final budget for the Bluffdale City Redevelopment Agency for the fiscal year 2016-2017.

Section 2. Copy Delivered to Salt Lake County Auditor. A copy of the budget and resolution shall be delivered to the Salt Lake County Auditor.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED: June 22, 2016

By: _____
Ty T. Nielsen, Chairman

ATTEST:

Mark Reid, Secretary/Treasurer

Voting by the Board:	Aye	Nay
Mayor Timothy	_____	_____
Councilmember Jackson	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____
Councilmember Westwood	_____	_____
Councilmember Wingate	_____	_____

Attachment A
RDA Budget