



**BLUFFDALE CITY COUNCIL
MEETING AGENDA
Wednesday, July 08, 2015**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, July 08, 2015 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at 7:00 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 7:00 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 Acceptance of Sage Estates 2-E, ending the warranty period.
 - 3.2 Preliminary acceptance of Independence at the Point Subdivision Plat D-8, and beginning the warranty period.
4. Consideration and vote on a resolution designating the appointment of a Member to the Bluffdale City Tree Board, Mayor Derk Timothy.
5. Consideration and vote on a proposed plat amendment for Kailye Anne Amended Subdivision in order to create a new 1.0 acre residential lot at approximately 13800 South Kailye Lane, Dan Capel, applicant, staff presenter, Grant Crowell.
6. Consideration and vote on a resolution authorizing the City Manager to enter into an agreement with the successful bidder for the Slurry Seal and Soft Spot Repair at Various Locations Bid, staff presenter, Matt Chadwick.
7. Consideration and vote on a resolution approving a Franchise Agreement with Qwest Corporation dba CenturyLink QC.
8. Mayor's Report
9. City Manager's Report and Discussion

PLANNING SESSION

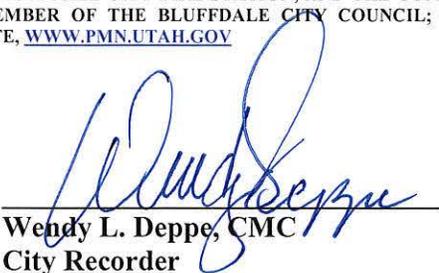
Please Note: The planning session is for identifying future items and other council discussion in accordance with Utah Code § 52-4-201(2)(a). While the meeting may be open to the public, there will not be any opportunity for public input during the planning session.

10. Discussion of proposed commercial baseball facility at 14400 South 2200 West, presenters, Matt Brimhall and Anthony Kay.

11. Discussion of billboard/sign conversion by Top Ad Media representatives, Windy Cooke and Wade Budge.
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 2nd day of July, 2015

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



14175 Redwood Road, Bluffdale, Utah 84065; Tel. 801-858-0490; mfazio@bluffdale.com

Memo

Date: July 8, 2015
From: Michael Fazio 
To: Mark Reid, City Manager
Mayor Timothy
City Council
CC:
RE: Independence at the Point D-8

The City Engineering/Public Works has inspected the Independence at the Point, Phase D-8 subdivision improvements and verified they meet the City specifications and requirements.

I recommend accepting the inspected completed work and beginning the warranty period effective July 9, 2015.

A warranty bond is being retained in an escrow account for the required amount for the entire warranty period.



14175 Redwood Road, Bluffdale, Utah 84065; Tel. 801-858-0490; mfazio@bluffdale.com

Memo

Date: June 18, 2015
From: Leonard Hight
To: Michael Fazio
RE: Final, start Warranty D-8 Independence

Michael, all of the items on the punch list dated April 28, 2015 has been completed. I know of no reason that final can't be given and warranty begin.

Agenda Item 4



THE CITY OF BLUFFDALE

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

June 18, 2015

Mr. Blain Dietrich
Public Works Director/City of Bluffdale
14175 South Redwood Road
Bluffdale UT 84065

Dear Mr. Dietrich,

Because of my retirement on July 15, 2015, I am resigning from the Tree Board. This, I feel will protect me from any URS investigations about ANY type of compensation from Bluffdale City to me. Realizing that this is a board without compensation, I still will be taking all precautions to protect my future. I plan to take the next year to pursuit other opportunities.

Sincerely,

Nancy Neilson
Secretary/Receptionist
14350 South 2200 West
Bluffdale UT 84065

**THE CITY OF BLUFFDALE, UTAH
A UTAH MUNICIPAL CORPORATION
RESOLUTION NO. 2015-**

**A RESOLUTION CONFIRMING APPOINTMENT OF A PERSON
TO THE CITY TREE BOARD**

WHEREAS, the City Council desires to confirm the appointment of a person to the City Tree Board, for the terms of office indicated.

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

Section 1. The appointment of Jennifer Robison as a member of the Tree Board, for a term of office to expire on 1 February 2018, is hereby confirmed.

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

PASSED, ADOPTED AND APPROVED the 8th day of July, 2015.

By: _____
Mayor Derk P. Timothy

ATTEST:

Wendy L. Deppe, City Recorder

Voting by the City Council:	Aye	Nay
Council Member Jackson	_____	_____
Council Member Kartchner	_____	_____
Council Member Nielsen	_____	_____
Council Member Pehrson	_____	_____
Council Member Westwood	_____	_____

Agenda Item 5

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Alan Peters, Associate Planner
Date: 2 July 2015
Business Date: 8 July 2015
Subject: Kailye Anne Amended Subdivision Plat
Staff Presentation: Grant Crowell

RECOMMENDATION:

To approve the Kailye Anne Amended Subdivision, application 2015-16, as recommended by the Planning Commission on July 1, 2015, subject to the following conditions:

1. That all requirements of the City Code and adopted ordinances are met and adhered to for this subdivision.
2. That all roadway improvements including curb, gutter, sidewalk, asphalt paving, storm drainage facilities, and pressured irrigation pipe are installed in front of Lot 3 of the proposed subdivision before recording of the subdivision plat. All construction plans will require approval from the City Engineer.

The Planning Commission added the following conditions:

3. That the applicant obtains confirmation from the Jordan Valley Water Conservancy District that the buildable area is acceptable being coincident with their easement boundary.
4. That City staff determine whether or not the retention pond on lot 2 has sufficient capacity for its intended purpose and whether or not any improvements are necessary.
5. That City code enforcement investigates the overflow of irrigation water from the Lems property into the City storm drain system and other properties.

BACKGROUND:

The applicant is proposing to create a new three lot subdivision by reallocating acreage from two existing lots in the Kailye Anne and Mangum Acres subdivisions. These two lots (a 1.77 acre lot and a 2.43 acre lot) would each be reduced in size to 1.02 acres and 2.18 acres in order to create a new 1.0 acre lot. The new subdivision is a plat amendment, Kailye Anne Amended Subdivision.

The applicant's existing residence would be located on lot 1 of the new subdivision. This lot is 1.02 acres and is accessed off of Kailye Ln. The new 1.0 acre lot would be lot 2 of the new subdivision and would also be accessed off of Kailye Ln. Because of easements, this lot would have a buildable area of 6,459.58 sq. ft. on the south end of the lot. The retention pond on this lot will not be altered and will maintain the required capacity of 8,200 cubic feet, but the easement will be reduced in size to match the extent of the pond area. The applicant has proposed a 20 ft. buffer between the pond and the buildable area of the lot. The neighboring property owned by Dennis Eyre and currently located in Mangum Acres would become lot 3 of the new subdivision and maintain the existing frontage and be accessed from 13800 S, but the acreage would be reduced to 2.18 acres.

The Planning Commission's recommendation is based on the following findings:

1. That this application conforms to the City of Bluffdale subdivision ordinance and Utah State Code requirements regarding plat approval.

PREVIOUS LEGISLATIVE/CITY ACTION:

-July 1, 2015: Planning Commission recommended approval 3-1

SUPPORTING DOCUMENTS:

-Planning Commission Staff Report w/exhibits



Development Review Committee

14175 South Redwood Road

Bluffdale, UT 84065

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

DRC STAFF REPORT

26 June 2015

To: City of Bluffdale Planning Commission
Prepared By: Alan Peters, Associate Planner, on behalf of the DRC

Re: Kailye Anne Amended Subdivision
Application No.: 2015-16
Applicant: Dan Capel
Location: 13907 S Kailye Ln and 3155 W 13800 S
Acreage: 4.20 acres
Zoning: R-1-43
Requests: A proposed plat amendment in order to create a new residential lot from two existing lots in the Kailye Anne and Mangum Acres subdivisions.

SUMMARY & BACKGROUND

The applicant is proposing to create a new three lot subdivision by reallocating acreage from two existing lots in the Kailye Anne and Mangum Acres subdivisions, originally developed in 2007 and 1993 respectively. These two lots (a 1.77 acre lot and a 2.43 acre lot) would each be reduced in size to 1.02 acres and 2.18 acres in order to create a new 1.0 acre lot. The new subdivision is a plat amendment, Kailye Anne Amended Subdivision.

The applicant owns a 1.77 acre lot located at 13907 S Kailye Ln in the R-1-43 zone, lot 1 of the Kailye Anne Subdivision. This is a corner lot with 645.88 ft. of frontage on Kailye Ln and 101.39 ft. of frontage on 13800 S. The lot includes a large easement for a retention pond and easements for the Jordan Valley Water Conservancy District. The applicant's home is located on the far south end of the lot. The applicant is obtaining 10,890 sq. ft. of ground from the property to the east in order to have enough acreage to create a new 1.0 acre lot on the northern end of his property that would front Kailye Ln. The neighboring property is a 2.43 acre lot located at 3155 W 13800 S, lot 1 of the Mangum Acres subdivision, and is owned by Dennis Eyre.

The new subdivision would include three residential lots. The applicant's existing residence would be located on lot 1 of the new subdivision. This lot is 1.02 acres and is accessed off of Kailye Ln. The new 1.0 acre lot would be lot 2 of the new subdivision and would also be accessed off of Kailye Ln. Because of easements, this lot would have a buildable area of 6,459.58 sq. ft. on the south end of the lot. The retention pond on this lot will not be altered and will maintain the required capacity of 8,200 cubic feet, but the easement will be reduced in size to match the extent of the pond area. The applicant has proposed a 20 ft. buffer between the pond and the buildable area of the lot. The neighboring property owned by Dennis Eyre and currently located in Mangum Acres would become lot 3 of the new subdivision and maintain the existing frontage and be accessed from 13800 S, but the acreage would be reduced to 2.18 acres.

ANALYSIS

General Plan. The land use designation for the proposed subdivision is “very low density residential.” The proposal of three large residential lots is consistent with the General Plan.

Zoning. The proposed subdivision is located in the R-1-43 zone. The three proposed lots are 1.0 acre, 1.02 acres, and 2.18 acres in size and are consistent with the requirements of this zone.

Subdivision Requirements. Chapter 12-5 of the Bluffdale Subdivision Regulations requires that “all roads and streets in subdivisions shall meet the applicable requirements of the design guidelines and standard specifications document available from the city engineer” (Bluffdale City Code 12-5-3A). Because the proposed plat amendment creates an additional lot and is considered a new subdivision, all improvements are required to be installed. This includes utilities for the new lot, but it also includes improvements for the 167.53 ft. of unimproved road frontage along 13800 S in front of Lot 3 (formerly lot 1 of Mangum Acres). The remaining frontage along 13800 S and Kailye Ln is already fully improved, but utilities will need to be installed in this area for Lot 2.

The unimproved frontage is in front of 3155 W 13800 S and this property does have a current delay agreement for completion of improvements that was entered into with Bluffdale City at the time of the original subdivision approval in 1993, but the Development Review Committee feels that this is the appropriate time for improvements to be completed.

DRC REVIEW AND COMMENTS

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

DRC STAFF RECOMMENDATION

DRC Staff recommends that the Planning Commission forward a positive recommendation to the City Council for the Kailye Anne Amended Subdivision, application 2015-16, subject to the following conditions:

1. That all requirements of the City Code and adopted ordinances are met and adhered to for this subdivision.
2. That all roadway improvements including curb, gutter, sidewalk, asphalt paving, storm drainage facilities, and pressured irrigation pipe are installed in front of Lot 3 of the proposed subdivision before recording of the subdivision plat. All construction plans will require approval from the City Engineer.

This recommendation is based on the following findings:

1. That this application conforms to the City of Bluffdale subdivision ordinance and Utah State Code requirements regarding plat approval.

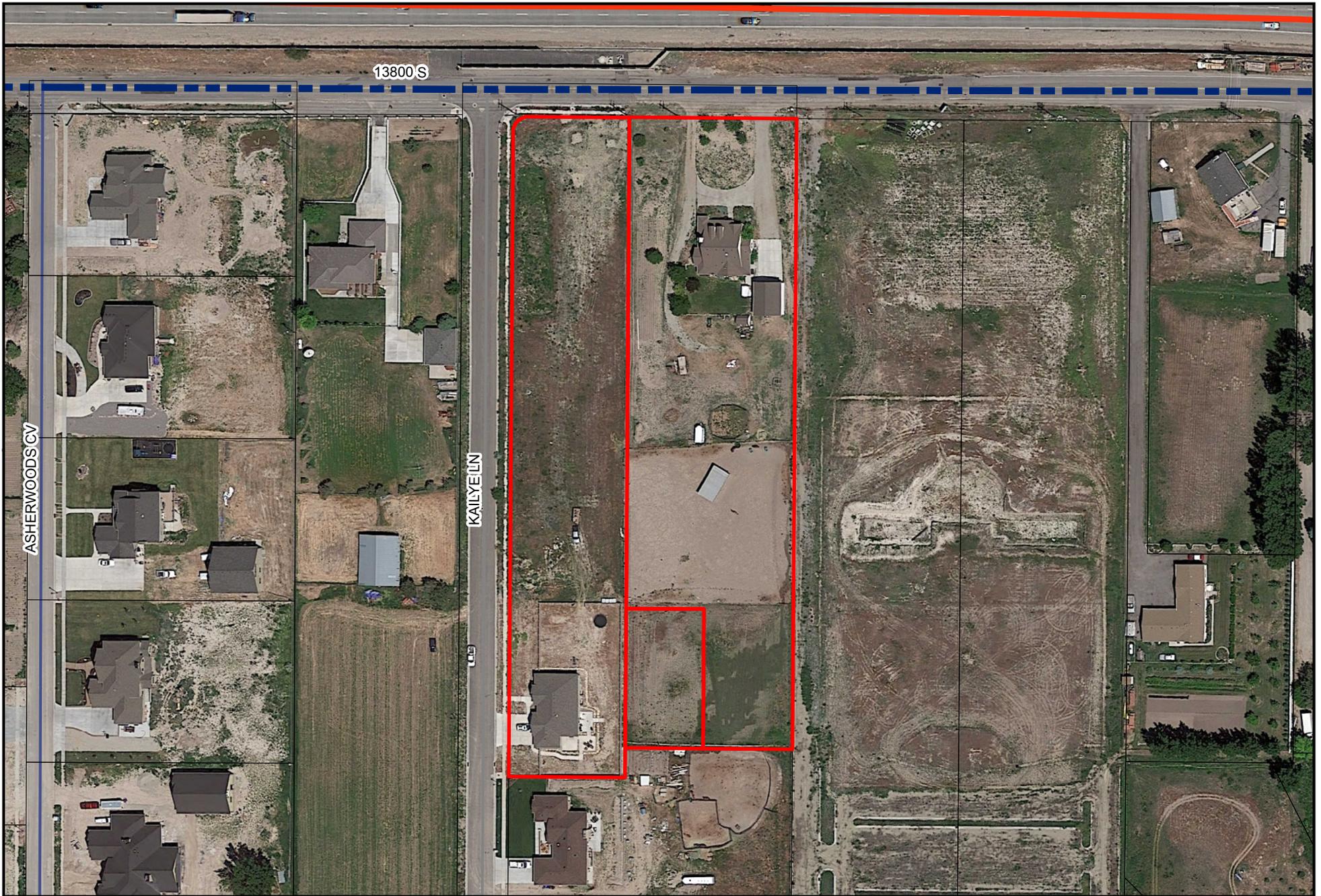
MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Kailye Anne Amended Subdivision, application 2015-16, subject to the conditions and based on the findings presented in the staff report dated June 26, 2015, (and as modified by the conditions below):”

1. List any additional findings and/or conditions (if any)...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Kailye Anne Amended Subdivision, application 2015-16, based on the following findings:”

1. List all findings...



13800 S

ASHERWOODS CV

KAILYE LN



NORTH

0 0.0050.01 0.02
Miles

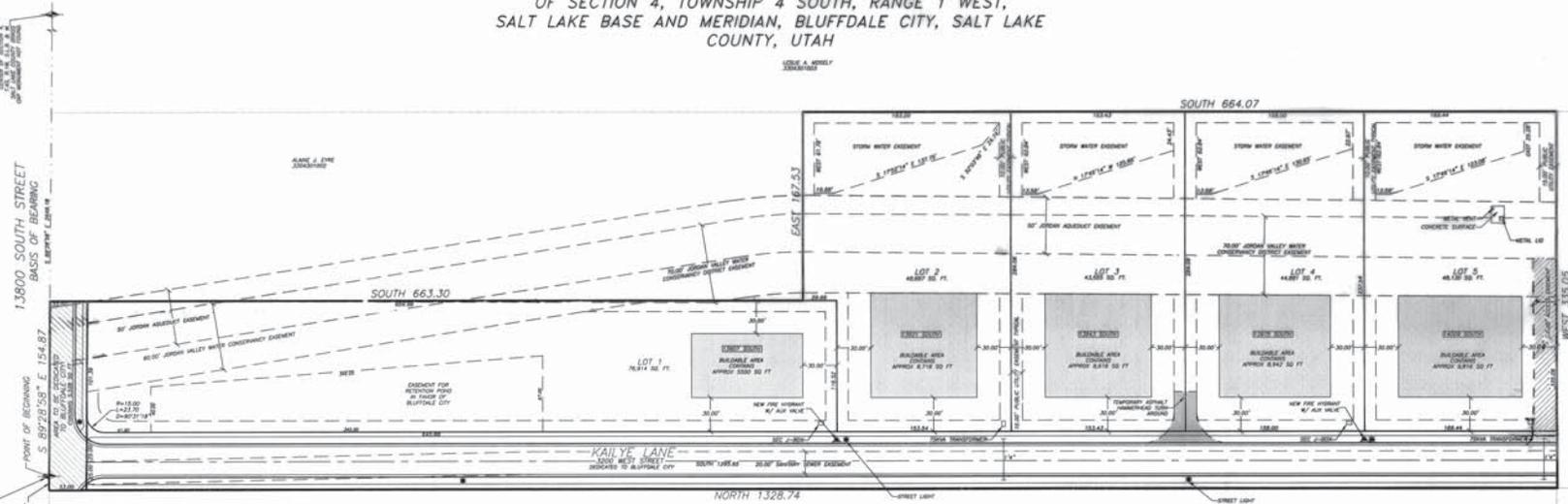
Subject Area



EXISTING KAILYE ANNE SUBDIVISION - Lot 1 of this plat is part of lots 1 and 2 in the proposed amended subdivision.

KAILYE ANNE SUBDIVISION

A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH

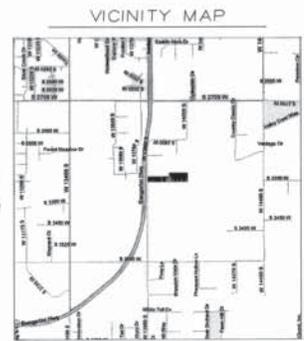


QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

- GENERAL NOTES**
- THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BETWEEN THE WEST 1/4 CORNER OF SECTION 4 AND THE CENTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
 - THE CONTRACTOR IS TO ADHERE TO ALL BLUFFDALE CITY STANDARDS IN PROVIDING UTILITY SERVICE AND CONNECTIONS.
 - ALL LOTS ARE FOR SINGLE FAMILY USE.
 - LOT OWNERS 1, 2, 3, 4 AND 5 ARE SUBJECT TO BOTH JORDAN VALLEY WATER CONSERVANCY DISTRICT AND THE UNITED STATES BUREAU OF RECLAMATION'S EASEMENT PROTECTION CRITERIA. ANY PROPOSED CHANGE WITHIN THE EASEMENT BOUNDARIES WILL REQUIRE WRITTEN PERMISSION AND/OR INSPECTION. COPY OF JORDAN VALEQUEDUCT PROTECTION CRITERIA TO BE RECORDED WITH PLAT.

5. FENCES, PERMANENT STRUCTURES OR ANYTHING THAT OBSTRUCTS ACCESS FOR OPERATION, MAINTENANCE, AND INSPECTION OF THE AQUEDUCT ARE NOT PERMITTED.

STORM WATER NOTE:
LOTS GRADED TOWARD NORTHEAST CORNER OF LOTS AND RESPONSIBLE TO ACCOMMODATE ITS OWN STORMWATER. RETENTION TO BE 1677 CF PER LOT (ON ALL LOTS EXCEPT LOT 1). LOT 1 IS TO RETAIN 8200 CF.



SURVEYOR'S CERTIFICATE

I RANDY D. SMITH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 8152008, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREINAFTER TO BE KNOWN AS THE

KAILYE ANNE SUBDIVISION

AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

LEGAL DESCRIPTION:
BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°28'38" EAST 154.87 FEET; THENCE SOUTH 683.30 FEET; THENCE EAST 167.53 FEET; THENCE SOUTH 664.07 FEET; MORE OR LESS; THENCE WEST 335.05 FEET; THENCE NORTH 1328.74 FEET; THENCE NORTH 89°53'44" EAST 12.66 FEET TO THE POINT OF BEGINNING.
CONTAINS: 335,743.22 SQ. FT. OR 7.66 ACRES

Randy Smith
RANDY D. SMITH
LICENSE NO. 8152708
DATE 7/25/07

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND TO BE HEREAFTER KNOWN AS THE

KAILYE ANNE SUBDIVISION

AND HEREBY GRANT, DEDICATE AND CONVEY TO BLUFFDALE CITY, SALT LAKE COUNTY, UTAH, FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND EASEMENTS SHOWN ON THIS PLAT EXCEPTING STORM WATER EASEMENTS, JORDAN VALLEY WATER CONSERVANCY DISTRICT EASEMENT, AND JORDAN VALEQUEDUCT EASEMENT ON LOTS 1-5. IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE THIS 7 DAY OF July, A.D. 2007.

Randy Smith
OWNER'S SIGNATURE
DATE 7/25/07

ACKNOWLEDGMENT

STATE OF UTAH } ss.
County of Salt Lake }
ON THIS 25th DAY OF July, A.D. 2007 PERSONALLY APPEARED BEFORE ME, _____ AND ACKNOWLEDGED TO ME THAT THEY ARE DULY AUTHORIZED TO EXECUTE THE FOREGOING OWNER'S CERTIFICATE.
My COMMISSION EXPIRES _____ RESIDING AT _____ NOTARY PUBLIC

KAILYE ANNE SUBDIVISION

SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

COUNTY RECORDER No. 00082100
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
Randy Smith
DATE 10-23-07 THE 2106425 FEET 656"
BOOK 2007P
PAGE 400A
COUNTY RECORDER

LEGEND

- Section Monument
- Property Line
- Section Line
- Easement Line
- Center Line

SOUTH VALLEY SEWER DISTRICT APPROVED AS TO FORM ON THIS 20 DAY OF July A.D. 2007 <i>John</i> GENERAL MANAGER	JORDAN VALLEY WATER CONSERVANCY DISTRICT APPROVED AS TO FORM ON THIS 5th DAY OF October A.D. 2007 <i>Edward P. Bay</i> REPRESENTATIVE	UNITED STATES BUREAU OF RECLAMATION APPROVED AS TO FORM ON THIS 9th DAY OF Oct A.D. 2007 <i>Benjamin</i> REPRESENTATIVE	QUESTAR GAS APPROVED AS TO FORM ON THIS 26 DAY OF July A.D. 2007 <i>Steve</i> REPRESENTATIVE	QWEST APPROVED AS TO FORM ON THIS 26 DAY OF July A.D. 2007 <i>Val</i> REPRESENTATIVE	COMCAST APPROVED AS TO FORM ON THIS 26 DAY OF July A.D. 2007 <i>Steve</i> REPRESENTATIVE	ROCKY MTN. POWER APPROVED AS TO FORM ON THIS 26 DAY OF July A.D. 2007 <i>Steve</i> DISTRICT ENGINEER, U.P. & L.
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BOARD OF HEALTH
APPROVED AS TO FORM ON THIS 6th DAY OF September A.D. 2007
Maible
S.L. COUNTY BOARD OF HEALTH

PLANNING COMMISSION
APPROVED BY THE PLANNING AND ZONING COMMISSION OF BLUFFDALE CITY ON THIS 18 DAY OF October A.D. 2007
Carol Mitchell
CHAIRMAN, BLUFFDALE CITY PLANNING AND ZONING COMMISSION

CITY ENGINEER APPROVAL
I HEREBY CERTIFY THAT THIS OFFICE HAS REVIEWED THIS PLAT AND IT IS CORRECT AND IN ACCORDANCE WITH THE REQUIREMENTS ON FILE IN THIS OFFICE.
Randy Smith
DATE 10/14/07
CITY ENGINEER

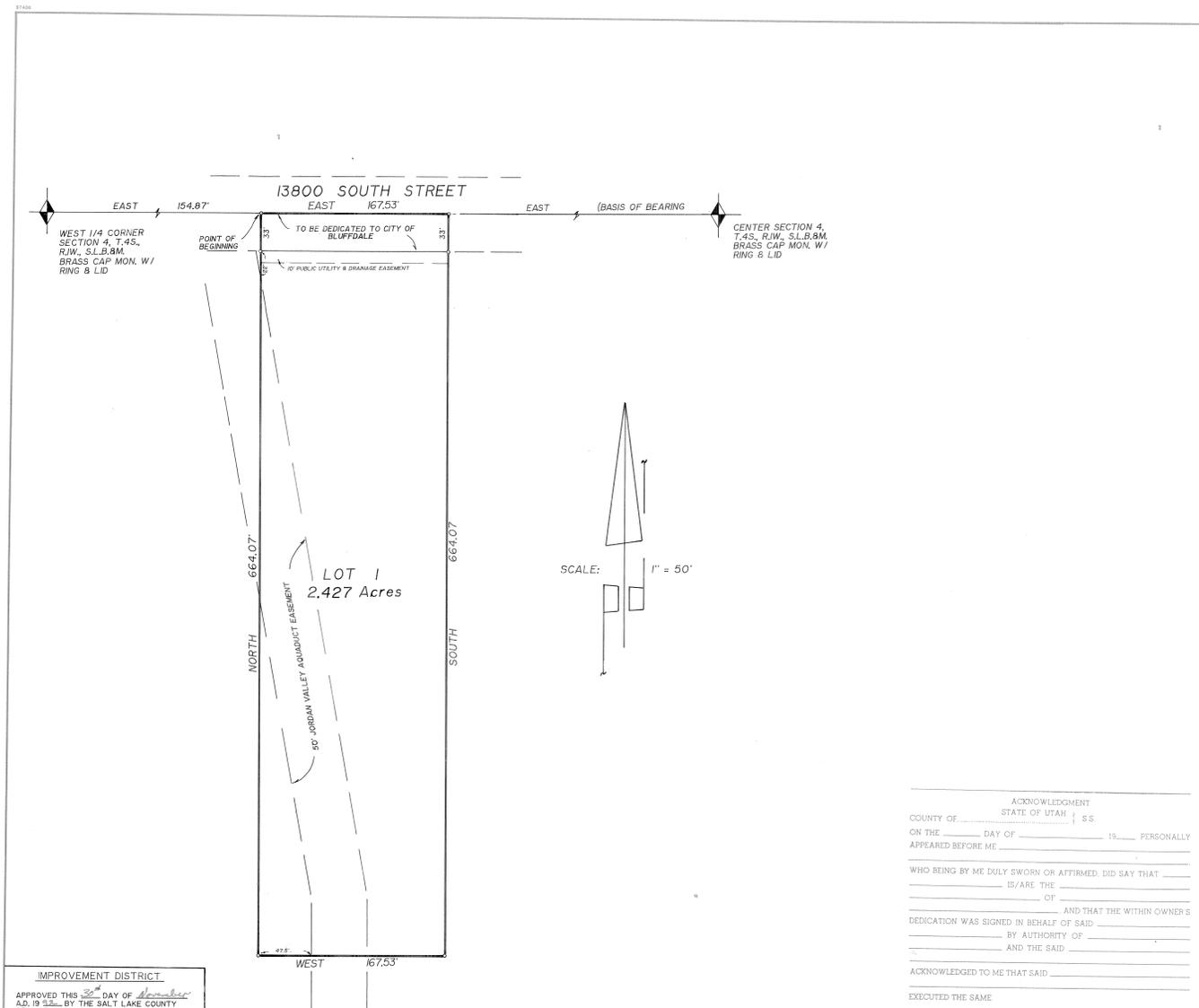
APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 18th DAY OF October A.D. 2007
Stephan
BLUFFDALE CITY ATTORNEY

BLUFFDALE CITY COUNCIL
PRESENTED TO THE BLUFFDALE CITY COUNCIL ON THIS 22 DAY OF July A.D. 2007 AT WHICH THIS SUBDIVISION WAS APPROVED WITH ACCEPTANCE
John
MAYOR

LARSEN & MALMQUIST, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
121 WEST 1700 SOUTH
SALT LAKE CITY, UTAH 84104
PHONE (801) 972-2841 FAX (801) 972-2888

EXISTING MANGUM ACRES SUBDIVISION - Lot 1 of this plat is part of lots 3 and 1 of the proposed amended subdivision.

Osborne 1873



IMPROVEMENT DISTRICT
 APPROVED THIS 26th DAY OF November
 A.D. 19 92, BY THE SALT LAKE COUNTY
 SEWER IMPROVEMENT DISTRICT #1.
William A. Knudsen
 MANAGER, S.L.CO. SEWER IMPROVEMENT DIST. 1

PLANNING COMMISSION
 APPROVED THIS 24th DAY OF
December A.D. 19 92, BY THE BLUFFDALE
 CITY PLANNING COMMISSION.
George J. Walbridge
 CHAIRMAN, BLUFFDALE CITY PLANNING COMM.

BOARD OF HEALTH
 APPROVED THIS 30th DAY
 OF Nov A.D. 19 92
Bob Hansen
 DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.
 APPROVED THIS _____ DAY OF _____
 A.D. 19 ____

 FLOOD CONTROL COORDINATOR

ENGINEER'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS OFFICE HAS
 EXAMINED THIS PLAT AND IT IS CORRECT IN
 ACCORDANCE WITH INFORMATION ON FILE
 IN THIS OFFICE.
 April 23, 1993 *Deane Peterson*
 DATE BLUFFDALE CITY ENGINEER

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS 26th
 DAY OF April A.D. 19 93
David J. [Signature]
 BLUFFDALE CITY ATTORNEY

BLUFFDALE CITY COUNCIL
 PRESENTED TO THE BOARD OF BLUFFDALE CITY COUNCIL
 THIS 26th DAY OF April
 A.D. 19 93, AT WHICH TIME THIS SUBDIVISION WAS APPROVED
 AND ACCEPTED.
Connie B. Rice
 ATTEN: CITY CLERK

STATE OF UTAH, COUNTY OF SALT LAKE
 RECORDED # 542632
 FILE # 2050
 DATE 4-27-93 TIME 12:09PM BOOK 93-4 PAGE 74
 DEPT. *Andrew C. [Signature]*
 SALT LAKE COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, DUANE M. PETERSON, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 5188, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as MANGUM ACRES and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS EAST 154.87 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE
EAST	167.53	FEET; THENCE
SOUTH	664.07	FEET; THENCE
WEST	167.53	FEET; THENCE
NORTH	664.07	FEET TO THE POINT OF BEGINNING.
CONTAINS: 1 Lot or 2.554 Acres		

WE FURTHER CERTIFY THAT ALL LOTS MEET THE AREA, WIDTH AND FRONTAGE REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

DATE Nov 20, 1992
Deane M. Peterson
 No. 5188
 STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that James M. Mangum, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the MANGUM ACRES do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public Use. In witness whereof I have hereunto set this 26th day of April A.D. 19 93

James M. Mangum
Joy Carter-Mangum

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
 County of Salt Lake }
 On the 26th day of April A.D. 19 93, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, James M. Mangum in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES _____
Connie B. Rice
 NOTARY PUBLIC
 RESIDING IN SALT LAKE COUNTY

MANGUM ACRES
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, T.4S., R.1W.

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1987

DRAWING NUMBER
 93-4P-74
 DRAWING NUMBER

Agenda Item 6



14175 Redwood Road, Bluffdale, Utah 84065; Tel. 801-858-0490; mfazio@bluffdale.com

Memo

Date: July 8, 2015

From: Michael Fazio 

To: Mark Reid, City Manager

CC: Michael Fazio, P.E. – City Engineer
Mayor Timothy
City Council

RE: Slurry Seal and Soft Spot Repair at Various Locations Bid

The bids for the project of *Slurry Seal and Soft Spot Repair at Various Locations Bid* were opened on June 18, 2015.

The sole bidder is Staker Parsons Companies, of Draper, Utah. Their bid for the project as advertised is \$137,400

Staker Parson Companies is well known in Utah. The Public Works Manager is familiar with their work and has provided positive feedback.

I recommend awarding the project to Staker Parson Companies, approving the resolution allowing the City Manager to enter into an agreement for the City with Staker Parson Companies and authorizing the contract amount with an additional 10 percent contingency, for a total of \$151,140.



BIDS

Project:	Slurry Seal and Soft Spot Repair	
Bid Opening Date:	18-Jun-15	
Total Number of Bids:	1	
Engineer's Estimate:	\$121,400	
Apparent Low Bid:	\$137,400	
Low Bid Company:	Staker Parson Companies	
Average Bid Amount:	n/a	

Bid Tabulation

No.	Company	Bid Amount	Difference from Low Bid
1	Staker Parson Companies	\$137,400.00	\$0
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

**CITY OF BLUFFDALE, UTAH
RESOLUTION NO. 2015-_____**

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS AWARDING A CONTRACT FOR THE SLURRY SEAL AND SOFT SPOT REPAIR AT VARIOUS LOCATIONS PROJECT AND ESTABLISHING A CONTINGENCY.

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

WHEREAS the City is undertaking a project known as Slurry Seal and Soft Spot Repair at Various Locations (“Project”);

WHEREAS the City advertised a request for bids and opened the bids for the construction of this Project on June 18, 2015; and

WHEREAS only one bid was submitted, by Staker Parson Companies, which bid of \$137,400.00 was the lowest responsive and responsible bid;

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

Section 1. Authorization to Execute Agreement. The City Council hereby authorizes the City Manager to execute the necessary agreements to award the Project to Staker Parson Companies, including a notice of award and an agreement for the Project with a Contract Price of \$137,400.00. The City Council authorizes the City Manager to expend an additional 10 percent for contingencies (\$13,740.00) that might arise with the Project for a total of \$151,140.00

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

PASSED, ADOPTED AND APPROVED: July 8, 2015.

Mayor Derk P. Timothy

ATTEST:

[seal]

Wendy Deppe, City Recorder

Voting by the City Council: Aye Nay

Councilmember Jackson	_____	_____
Councilmember Kartchner	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Pehrson	_____	_____
Councilmember Westwood	_____	_____

Agenda Item 7



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

To: Mayor and City Council
From: Vaughn R. Pickell, AICP, City Attorney
Date: July 1, 2015
Re: CenturyLink Franchise Agreement

Mayor and Council Members:

I regret I will not be able to attend the City Council meeting.

After our last meeting, I was successful in negotiating a change in the wording of the CenturyLink franchise agreement with the City. This agreement now provides that the City must give 30 days' written notice of a required removal or relocation of CenturyLink facilities. Thereafter, CenturyLink will have 30 days to complete the removal or relocation. The relevant section now reads as follows:

10.1 Upon its receipt of reasonable advance written notice, to be not less than thirty (30) calendar days, Grantee shall begin, at its own expense, to protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of Grantee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation or maintenance of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure. Grantee shall complete relocation, reinstallation or removal as soon as reasonably possible, but in no event longer than thirty (30) calendar days after work is commenced and unless extended by mutual agreement. Grantee shall in all cases have the right of abandonment of its property.

Possible Motion

I move to approve the Resolution Approving a Franchise Agreement by and between Qwest Corporation dba CenturyLink QC and the City of Bluffdale, finding that the public interest and welfare will be served.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

Resolution No. 2015-__

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL APPROVING A FRANCHISE AGREEMENT BY AND BETWEEN QUEST CORPORATION DBA CENTURYLINK QC, AND THE CITY OF BLUFFDALE.

WHEREAS Qwest Corporation dba CenturyLink QC (“CenturyLink”), desires to provide telecommunications services within the City of Bluffdale (“City”), and in connection therewith to establish a telecommunications network in, under, long, 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 telecommunications franchises in the City; and

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

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

Section 1. Approval of the Franchise Agreement. The Bluffdale City Council hereby approves the attached Franchise Agreement by and between CenturyLink and the City of Bluffdale 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: July 8, 2015.

Mayor

ATTEST:

[seal]

City Recorder

Voting by the Council:

Yes No

Councilmember Jackson	_____	_____
Councilmember Kartchner	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Pehrson	_____	_____
Councilmember Westwood	_____	_____

FRANCHISE AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2015, granting a franchise to QWEST CORPORATION, a Colorado corporation doing business as CENTURLINK QC (“Grantee”) to operate a telecommunications system (“System”) in the CITY OF BLUFFDALE, a Utah municipal corporation (“City”) (collectively, “Parties”) and sets forth conditions accompanying the grant of the franchise, provides for city regulation and administration of the System, and prescribes penalties for violation of the franchise provisions.

WHEREAS Grantee is a Colorado corporation that provides telecommunications services to the citizens of the City and other surrounding areas;

WHEREAS providing telecommunication services requires the installation, operation and maintenance of power poles, conduit, wires, cables and other related facilities to be located within the public ways of the City;

WHEREAS the City has the authority to grant to Grantee a franchise for the use thereof pursuant to Bluffdale City Code § 7-3-1 and Utah Code Annotated § 10-1-403; and

WHEREAS the City desires to set forth the terms and conditions by which Grantee shall use the public ways of the City;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. Grant of Franchise. The City hereby grants to Grantee the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances, including poles and conduit (collectively referred to herein as “Facilities”) in, under, along, over and across the present and future streets, alleys and public ways of the City (collectively referred to herein as “Public Ways”), for the purpose of providing telecommunication services to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The initial term of this Franchise is for fifty (50) years commencing on the date of acceptance by Grantee as set forth in Section 3 below (“Initial Term”), and shall continue year-to-year unless terminated by a party giving one hundred and eighty (180) days advance written notice to the other before the end of the Initial term or any subsequent term. If the agreement is terminated, and absent agreement by the parties allowing for abandonment or transfer of some or all facilities to the City, Grantee shall remove their facilities and restore the City’s rights-of-way to similar condition before the facilities were removed.

SECTION 3. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity; provided, however, that such use shall not unreasonably interfere with Grantee's Facilities or Grantee's rights as granted herein. Grantee’s use of the Public Ways of the City may

not unreasonably interfere with the Public Ways, the City's facilities or any other facilities of a utility entity using the Public Ways.

SECTION 4. City Regulatory Authority. In addition to the provisions contained herein, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties as authorized under the federal or state law.

SECTION 5. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Grantee of its Facilities. Grantee shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Grantee's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Grantee of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Grantee to assume the defense of such claim, demand, or lien. If such defense is not assumed by Grantee, Grantee shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Grantee shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Insurance Requirements.

7.1 General Insurance Requirements for all Policies.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(1A) Currently rated A- or better by A.M. Best Company; and

(1B) For construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

(2) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. Grantee shall furnish evidence of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Grantee shall also provide evidence of insurance throughout the life of this agreement upon request of the City.

D. In the event any work is subcontracted, Grantee shall require its contractor, at no cost to the City, to secure and maintain all minimum insurance coverage required of Grantee hereunder.

E. Grantee's insurance policies shall be primary and non-contributory to any other coverage available to the City. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Grantee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

G. In the event Grantee fails to maintain and keep in force any insurance policies as required herein City shall have the right at its sole discretion to obtain such coverage and reduce payments to Grantee for the costs of said insurance.

7.2 Required Insurance Policies. Grantee, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Grantee shall require its contractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the City as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the City, Grantee, and any contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Grantee's operations under this Agreement, whether performed by Grantee itself, any contractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the City whether such coverage is primary, contributing or excess.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, \$500,000 per occurrence for property damage, or a single combined limit of \$2,000,000.

SECTION 8. Annexation. When any territory is approved for annexation to any City within City boundaries, the City shall, not later than thirty (30) working days after the City's receipt of notice that such City has passed an ordinance approving the proposed annexation, provide by certified mail to Grantee: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 9. Plan, Design, Construction and Installation of Grantee's Facilities.

9.1 All Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

9.2 Grantee shall, prior to commencing major new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. Grantee shall abide by all applicable ordinances and all rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Grantee shall not be obligated to obtain a permit before performing emergency repairs or system maintenance, but shall apply for the required permit before the close of the next business day.

9.3 To the extent practical and consistent with the permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

9.4 If, during the course of work on its Facilities, Grantee causes damage to or alters the Public Way or public property, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way that existed immediately prior to such damage or alteration. All replacement and restoration work under this section shall be subject to the approval and acceptance of the City.

9.5 Upon the receipt of a permit from the City, Grantee shall have the right to do the work described in the permit including the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work by written notice allowing the other party, at its own expense, to share the trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or delay project completion.

9.6 Before commencing any street improvements or other work within a Public Way that may affect Grantee's Facilities, the City shall give written notice to Grantee.

9.7 Grantee shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 10. Relocation of Facilities.

10.1 Upon its receipt of reasonable advance written notice, to be not less than thirty (30) calendar days, Grantee shall begin, at its own expense, to protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of Grantee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation or maintenance of sewers, drains, gas or water pipes, power lines or other municipal

utility infrastructure. Grantee shall complete relocation, reinstallation or removal as soon as reasonably possible, but in no event longer than thirty (30) calendar days after work is commenced and unless extended by mutual agreement. Grantee shall in all cases have the right of abandonment of its property.

10.2 Grantee shall, on the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such is paid by said person benefiting from the relocation, including, if required by Grantee, making such payment in advance; and (B) 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.

SECTION 11. Vegetation Management. Grantee shall have the authority to trim trees or other natural growth in the Public Way in order to access and maintain the Facilities in compliance with applicable law and industry standards. Nevertheless, nothing in this section shall authorize Grantee to trim trees or other natural growth not located in the Public Way without the prior written consent of the owner of such trees or other natural growth.

SECTION 12. Termination.

12.1 In the event that the City believes that Grantee has not complied with the terms of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the City shall notify Grantee in writing of the exact nature of the alleged noncompliance.

12.2 Grantee shall have thirty (30) calendar days from receipt of the notice described in subsection 12.1 to: (A) respond to the City, contesting the assertion of noncompliance, or (B) 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 City of the steps being taken and the projected date that they will be completed.

12.3 In the event that Grantee fails to respond to the notice described in subsection 12.1 pursuant to the procedures set forth in subsection 12.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 12.2(C) above, if it intends to continue its investigation into the default, then the City shall schedule a public hearing. The City shall provide Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

12.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 12.3, determines that Grantee is in default of any provision of the Franchise, the City 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 12.5.

12.5 Should the City seek to revoke the Franchise after following the procedures set forth in subsections 12.1 to 12.4, above, the City shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. 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 City has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon 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 City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

SECTION 13. No Waiver. Neither the City nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves all rights under applicable law including, but not limited to, those rights arising under section 253 of the Federal Telecommunications Act and the laws of the State of Utah.

SECTION 14. Transfer of Franchise. 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 Grantee, without the prior written notice to the City. No 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 Grantee in the Franchise or Facilities in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the City shall notify Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the City has not taken action on Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the City shall be deemed given.

SECTION 15. Amendment. Amendments to this Franchise shall be mutually agreed upon by the City and Grantee.

SECTION 16. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

|

The City:
Bluffdale City
14350 South 2200 West
Bluffdale, UT 84065

Grantee:
CenturyLink ROW Legal
1801 California Street, 9th Floor
Denver, CO 80202

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

CONSIDERED and APPROVED this ____ day of _____, 20 ____.

CITY OF BLUFFDALE COUNCIL

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

Date: _____

ACCEPTED BY CENTURYLINK:

Title

Date