



**BLUFFDALE CITY COUNCIL
MEETING AGENDA
Wednesday, October 14, 2015**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, October 14, 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 Approval of the September 23, 2015 meeting minutes.
 - 3.2 Acceptance of Berrett Subdivision, ending the warranty period.
 - 3.3 Acceptance of The Falls at Boulden Ridge Subdivision, Phase 3C, ending the warranty period.
 - 3.4 Acceptance of Independence at the Point Plats: A1, G1, G2, G3, I1, ending the warranty period.
 - 3.5 Preliminary acceptance of Beacon Hill Apartments / Independence Plat C, and beginning the warranty period.
4. Consideration and vote on a resolution approving the Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement, staff presenter, Police Chief Andrew Burton.
5. Review of the Parry Farms Park Concept Plan, staff presenter, Blain Dietrich.
6. **PUBLIC HEARING** – Consideration and vote on a proposal to amend the Official Zoning Map from I-1 (Light Industrial) to HC (Heavy Commercial) for approximately 5.0 acres, located at approximately 644 West 14600 South, Scott Peterson, applicant, staff presenter, Grant Crowell.
7. **PUBLIC HEARING** – Consideration and vote on a Subdivision Plat Amendment Application for The Marketplace Aclaime at Independence Plat A, located at approximately 14800 South Porter Rockwell Boulevard to adjust lot lines for townhomes within the original plat, Aclaime Group, applicant, staff presenter, Grant Crowell.
8. 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.

9. Consideration and vote on Preliminary and Final Subdivision Plat Application for Plat M-1 for 30 Residential single-family lots and associated streets at approximately 15205 South 1085 West within the Independence Master Planned Community, 4 Independence, LLC, applicant, staff presenter, Grant Crowell.
10. Consideration and vote on a resolution authorizing the Grant of Easements to the South Valley Sewer District, contingent upon first receiving a Release of Conservation Easement, staff presenter, Michael Fazio.
11. Consideration and vote on a resolution authorizing execution of an Interlocal Cooperation Agreement for certain highway projects, staff presenter, Michael Fazio.
12. Consideration and vote on a resolution approving the Planning Grant Agreement with the State of Utah from the Drinking Water Board State Revolving Fund, staff presenter, Michael Fazio.
13. Consideration and vote on a resolution approving the request from Salt Lake County Park Division to waive any applicable fees related to the development of the Jordan River Park Trail through the City, Lynn Larsen, applicant, staff presenter, Michael Fazio.
14. Mayor's Report
15. City Manager's Report and Discussion

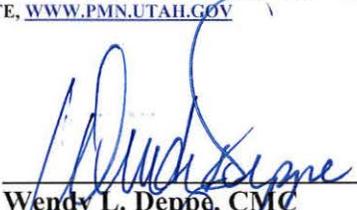
PLANNING SESSION

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.

16. 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).
17. Adjournment

Dated this 9th day of October, 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. Deppé, 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 AND
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD
COMBINED MEETING AGENDA
Wednesday, September 23, 2015**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, September 23, 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 Approval of the September 9, 2015 meeting minutes.
4. Consideration and vote on Revised Final Plat L, going from 4.57-acres to 5.37-acres and provides (21) single family residential lots within the Independence at the Point. The original approved Final Plat L provided (19) lots, 4 Independence, LLC, applicant, staff presenter, Grant Crowell.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call
2. **CONSENT AGENDA** –
 - 2.1 Approval of the June 24, 2015 meeting minutes.
3. Consideration and vote on a Resolution of the Board of Trustees of the Local Building Authority of the City of Bluffdale, Utah, selecting Hughes General Contractors, Inc., as the Construction Manager/General Contractor for the Bluffdale City Hall Project, staff presenter, Vaughn Pickell.
4. Adjournment

CONTINUATION OF BUSINESS MEETING

5. Mayor's Report
6. City Manager's Report and Discussion

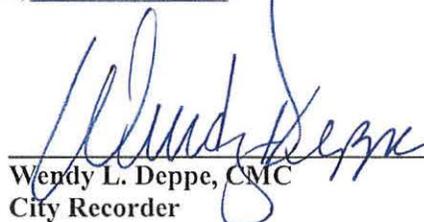
PLANNING SESSION

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

7. Continued discussion relating to the appointment of a JVWCD Trustee Member.
8. Continued discussion regarding possible solutions for the 14600 South and UPR underpass, staff presenter, Michael Fazio.
9. 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).
10. Adjournment

Dated this 18th day of September, 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.

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL AND
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD
COMBINED MEETING MINUTES
Wednesday, September 23, 2015**

1 **Present:** Mayor Derk Timothy
2 Alan Jackson (arrived at 7:08 p.m.)
3 Bruce Kartchner
4 Mark Lemery
5 Ty Nielsen
6 Justin Westwood
7

8 **Staff:** Mark Reid, City Manager
9 Vaughn Pickell, City Attorney
10 Grant Crowell, City Planner/Economic Development Director
11 Michael Fazio, City Engineer
12 Blain Dietrich, Public Works Operations Manager
13 Cathy Quinney, Recording Secretary
14

15 **Others:** James Wingate, Planning Commission Member and City Council Candidate
16 Lynn Hinrichs, Hughes General Contractors, Inc.
17 Mindy Dansie, DAI
18

19 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**
20

21 Mayor Derk Timothy called the meeting to order at 7:00 p.m.
22

23 **1. Roll Call, Invocation, and Pledge.**
24

25 All Members of the City Council were present with the exception of Alan Jackson, who arrived
26 shortly thereafter.
27

28 Michael Fazio offered the invocation. Mayor Timothy led the Pledge of Allegiance.
29

30 **2. PUBLIC FORUM.**
31

32 James Wingate gave his address 951 West Grizzly Wulff Drive and reported that he is involved
33 with the Emergency Preparedness Program headed by Natalie Hall. He serves as the Section
34 Leader for Section 12 in Springview Farms and presented a map he prepared for his section.
35 Mr. Wingate reported that the other Section Leaders are interested in having something similar for
36 their sections. He asked that the Council consider dedicating resources to accomplish this and allow
37 the City's GIS Consultant or one of the City Planners to spend time on it since there will be some
38 maintenance involved. He stated that it will be helpful in the event of an emergency. It would

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**BLUFFDALE CITY COUNCIL AND
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1 require parcel data to be downloaded from the Salt Lake County Recorder’s Office, which is freely
2 available, and divide the information into sections according to the map created by Ms. Hall. That
3 information would then be provided to each Section Leader to be edited.

4
5 Mayor Timothy stated that it would be very difficult for the City to assign a staff member to provide
6 assistance since they are already stretched very thin. Mr. Wingate asked that staff simply obtain the
7 maps containing the base data of the property boundary and address. The Section Leaders would
8 then fill in the names. City Attorney, Vaughn Pickell, stated that the City has signed an agreement
9 and agreed to not share County information. Information from a City map, however, would not be
10 problematic. Mr. Wingate stated that boundary and address information is freely downloadable by
11 the general public. The Mayor thought it might be better to have those involved in Emergency
12 Preparedness gather that information.

13
14 **3. CONSENT AGENDA:**

15
16 **3.1 Approval of the September 9, 2015, Meeting Minutes.**

17
18 **Ty Nielsen moved to approve the consent agenda. Mark Lemery seconded the motion. The**
19 **motion passed with the unanimous consent of the Council.**

20
21 **4. Consideration and Vote on a Revised Final Plat L, Going from 4.57 Acres to 5.37**
22 **Acres, which Provides (21) Single-Family Residential Lots within the Independence at**
23 **the Point. The Original Approved Final Plat L, Provided (19) Lots, 4 Independence,**
24 **LLC, Applicant, Staff Presenter, Grant Crowell.**

25
26 City Planner/Economic Development Director, Grant Crowell, presented the staff report and
27 described the proposed changes. He reported that the approved Plat L includes a street connection
28 to a future phase that is now being eliminated. Additional acreage has been added to the plat, which
29 revised the legal description. Lot lines were being adjusted to include two additional residential
30 lots. Minor revisions were also made to the construction drawings and were reviewed by the City
31 Engineer.

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1 Ty Nielsen moved to approve the revised Final Plat L going from 4.57 acres to 5.37 acres,
2 which provides 21 single-family residential lots within the Independence at the Point project
3 and subject to the following:

4
5 **Conditions:**
6

- 7 1. That all requirements of the City Code and adopted ordinances are met and adhered
8 to for each proposed plat.
- 9
10 2. That all plats comply with the Bluffdale City Engineering Standards and Specifications
11 and recommendations by the City Engineer and Public Works Department for all
12 relevant construction and plat drawings prior to the plat recording.
- 13
14 3. That the City requires written evidence from the Salt Lake County Flood Control
15 District that a Flood Control Permit has been issued for any discharges planned by the
16 above referenced subdivision into the East Jordan Canal prior to recordation of the
17 final plat.
- 18
19 4. That for each building permit submittal, the City requires a certification in the form of
20 a grading and drainage plan for each lot, stamped and certified by a professional
21 engineer. This should be submitted with the site plan and building permit. No
22 building permit shall be issued without this.
- 23
24 5. That after construction, before a Certificate of Occupancy is issued, the builder shall
25 submit a certification by a Professional Civil Engineer that the lot was actually graded
26 according to the initial engineered plan and that no construction has interfered with
27 that plan.
- 28
29 6. That the project adheres to al requirements of the International Fire Code.
30

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1 7. That all building permit submittals for homes have written or stamped approval from
2 the Independence Development Review Committee, pursuant to the requirements of
3 the DA prior to being submitted to the City.

4
5 8. That all street trees shall be installed in the park strips prior to the issuance of a
6 Certificate of Occupancy for all dwellings in accordance with the approved Street Tree
7 Plan and all park strip landscaping irrigation and maintenance is the responsibility of
8 the adjacent property owner.

9
10 Bruce Kartchner seconded the motion. Vote on motion: Alan Jackson-Aye, Mark Lemery-
11 Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed
12 unanimously.

13
14 **LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING**

15
16 1. Roll Call.

17
18 The LBA Meeting commenced at 7:15 p.m. All Board Members were present.

19
20 2. CONSENT AGENDA:

21
22 2.1 Approval of the June 24, 2015 Meeting Minutes.

23
24 Justin Westwood moved to approve the consent agenda. Bruce Kartchner seconded the
25 motion. The motion passed with the unanimous consent of the Board.

26
27 3. Consideration and Vote on a Resolution of the Board of Trustees of the Local Building
28 Authority of the City of Bluffdale, Utah, Selecting Hughes General Contractors, Inc. as
29 the Construction Manager/General Contractor for the Bluffdale City Hall Project,
30 Staff Presenter, Vaughn Pickell.

31
32 Mr. Pickell reported that the City has received eight proposals for the General Contractor and
33 Construction Manager. All were reviewed against the criteria of the RFP and the choices were
34 narrowed down to four firms. After the interviews were conducted, the various strengths and

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1 weaknesses of each proposal and firm were reviewed. It was recommended the Board select
2 Hughes General Contractors as the Construction Manager/General Contractor for the City Hall
3 Project. They were believed to be the firm that will best help the City achieve a quality project at a
4 good price.

5
6 Justin Westwood indicated that he participated in the process and felt that any of the four firms
7 would have been able to produce a fine project. They did, however, believe that Hughes was the
8 best overall with the most relevant experience.

9
10 Lynn Hinrichs was present on behalf of Hughes Construction and responded to a question raised by
11 the Mayor about the eight month time frame. He explained that they responded with an eight month
12 schedule because that is what was requested in the RFP. During the interview process they
13 explained that while it is not impossible, it may cost extra to achieve since the schedule is very
14 aggressive. Without seeing the design, he recognized that the schedule is subject to change. They
15 are enthusiastic about the job and anticipate a successful outcome.

16
17 Bruce Kartchner expressed appreciation to all of the firms that submitted bids and recognized that it
18 involves time and expense on their part to be involved in the process.

19
20 **Ty Nielsen moved to approve a resolution of the Board of Trustees of the Local Building**
21 **Authority of the City of Bluffdale, Utah, selecting Hughes General Contractors, Inc., as the**
22 **Construction Manager/General Contractor for the Bluffdale City Hall Project finding that the**
23 **public interest and welfare will be served. Justin Westwood seconded the motion. Vote on**
24 **motion: Mayor Derk Timothy-Aye, Alan Jackson-Aye, Mark Lemery-Aye, Bruce Kartchner-**
25 **Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.**

26
27 **4. Adjournment.**

28
29 The Meeting of the Local Building Authority adjourned at 7:20 p.m.
30

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL AND
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Wednesday, September 23, 2015**

1 **CONTINUATION OF BUSINESS MEETING**

2
3 **5. Mayor’s Report.**

4
5 Mayor Timothy reported on the Volunteer Appreciation Dinner and thanked the City Council
6 Members who attended.

7
8 The Mayor recently attended the Sewer Board Meeting and arranged for a tour of the new
9 Administration and Public Works Buildings on Monday, October 5, at 4:00 p.m.

10
11 **6. City Manager’s Report and Discussion.**

12
13 City Manager, Mark Reid, reported that the UDC Annual Meeting was held earlier in the day.
14 Mr. Crowell found it to be very valuable and well done. Bruce Kartchner stated that contacts made
15 at the meeting are valuable but most don’t go to the meeting thinking about who they would like to
16 connect with. He suggested that a determination be made by the City with respect to what is to be
17 accomplished and go with that intent in mind. He noted that the best contacts are made before the
18 meeting.

19
20 Mr. Reid commented on Jordan Narrows Road and stated that it is in the process of being overlaid
21 and should be done in the next few days.

22
23 It was noted that Meet the Candidates Night is scheduled for Thursday, October 1, at the Midvalley
24 Bible Church at 7:00 p.m. All were invited to attend.

25
26 Mr. Reid reported on the Vote by Mail process and stated that the ballots will likely be delivered to
27 citizens around October 8. Ballots can be filled out and mailed back or dropped off at the City
28 Building. Voting can also be done at the Midvalley Bible Church on Election Day. Bruce
29 Kartchner questioned how Vote by Mail saves the County money. Mr. Reid explained that typically
30 there are two voting locations and this year there will only be one.

31

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL AND
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1 Mr. Reid reported that there was a house fire earlier in the week and the Fire Department was quick
2 to respond. The fire occurred in a shed that was converted into a house. Code Enforcement was
3 investigating. A few cats perished in the blaze but no occupants or fire fighters were injured.
4 Mayor Timothy stated that the City’s Fire Department was backed up by the UFA.

5
6 Mr. Reid informed the Council that all employee reviews had been completed with two exceptions
7 that involve individuals who will complete their six months in the next few weeks after which a
8 review will take place.

9
10 Mr. Reid indicated that Associate City Planner, Jennifer Robison, has been working with UDOT to
11 get a ‘Welcome to Bluffdale’ sign on the parapet of the Bangerter overpass. Mr. Crowell stated that
12 progress was made but the City was informed that the sign will not say ‘Welcome to Bluffdale’ but
13 instead will say ‘City of Bluffdale’. He also asked what side it should be on. The Council
14 recommended it be on the north side.

15
16 **PLANNING SESSION**

17
18 Bruce Kartchner reported that last Sunday at his home an elderly friend of his wife’s suffered an
19 anxiety attack. Because another friend was concerned about this woman’s whereabouts, the police
20 officers tracked the woman down at the Kartchner home and after some conversation with her,
21 determined that she was having anxiety due to issues in her life. The paramedics were subsequently
22 called. He appreciated the professional manner in which the police and paramedics handled the
23 situation.

24
25 **7. Continued Discussion Relating to the Appointment of a JWCD Trustee Member.**

26
27 Mayor Timothy reminded that the Council will recommend two names from Bluffdale City to the
28 Governor. Mark Lemery was proposed as the first name and Bruce Kartchner as the second. Bruce
29 Kartchner reported that after consulting with his wife, he would be happy to serve. The Mayor
30 stated that the Governor’s Office indicated that each must include a resume. It was also
31 recommended that a cover letter be included.

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL AND
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD
COMBINED MEETING MINUTES
Wednesday, September 23, 2015**

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8. Continued Discussion Regarding Possible Solutions for the 14600 South and UPR Underpass, Staff Presenter, Michael Fazio.

City Engineer, Michael Fazio, reported that UDOT is now in support of the signal at 14600 South and the UPR underpass. The possibility of installing a sensor with a flashing light to notify trucks if they are too tall to clear the underpass was also discussed.

9. 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.

No closed meeting was needed.

10. Adjournment.

The City Council Meeting adjourned at 7:46 p.m.

Wendy L. Deppe, CMC
City Recorder:

Approved: _____

Agenda Item 3.2



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

Memo

Date: September 30, 2015
From: Michael Fazio 
To: Mark Reid, City Manager
Mayor Timothy
City Council
CC:
RE: Berrett Subdivision

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

I recommend accepting the inspected completed work, ending the warranty period, and request release of the Warranty Bond of \$4,587 (minus any related costs).



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

Memo

Date: September 29, 2015
From: Leonard Hight *LH*
To: Michael Fazio
RE: Berrett's subdivision

Michael, I have inspected the Berrett's subdivision and I recommend that this project be released from warranty.

Agenda Item 3.3



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

Memo

Date: October 1, 2015
From: Michael Fazio 
To: Mark Reid, City Manager
Mayor Timothy
City Council
CC:
RE: Falls at Boulden Ridge 3C

The City Engineering/Public Works, after a year warranty period, has inspected the Falls at Boulden Ridge Phase 3C subdivision improvements and verified the performance. All needed end of warranty issues have been resolved and the developer has corrected any and all defects found (see attached memo from Leonard Hight.)

I recommend accepting the inspected completed work, ending the warranty period, and request release of the Warranty Bond of \$41,657 (minus any related costs).



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

Memo

Date: September 29, 2015
From: Leonard Hight 
To: Michael Fazio
RE: Boulden Ridge 3-C

Michael, I have verified the punch list dated Sept 11, 2015 has been completed. I recommend that we release this phase from warranty and release any moneys due.

Agenda Item 3.4



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

Memo

Date: October 2, 2015
From: Michael Fazio 
To: Mark Reid, City Manager
Mayor Timothy
City Council
CC:
RE: Independence at the Point Plats: A1, G1, G2, G3, I1 End of Warranty

The City Engineering/Public Works, after a year warranty period, has inspected the Independence at the Point Plats: A1, G1, G2, G3, I1 subdivision improvements and verified the standards have been met. All needed end of warranty issues have been resolved and the developer has corrected any and all defects found (see attached memo from Leonard Hight.)

I recommend accepting the inspected completed work, ending the warranty period, and request release of the Warranty Bonds (minus any related costs) of:

| | |
|-------|--------------|
| A1 | \$68,335 |
| G1 | \$75,510 |
| G2 | \$31,536.89 |
| G3 | \$28,875 |
| I1 | \$28,858 |
| Total | \$233,114.89 |



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

Memo

Date: September 30, 2015
From: Leonard Hight 
To: Michael Fazio
CC: Chris Cozens
RE: End of warranty, Independence at the Point Plats A1, G-1, G-2, G-3 and I-1

Michael, I have verified the punch lists have been completed on the above stated phases. I don't know of any problems that would be of concern for release of the warranties.

Agenda Item 3.5



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

Memo

Date: September 30, 2015
From: Michael Fazio 
To: Mark Reid, City Manager
Mayor Timothy
City Council
CC:
RE: Beacon Hill Apartments / Independence Plat C

The City Engineering/Public Works has inspected the Beacon Hill Apartments / Independence Plat C subdivision improvements and verified they meet the City specifications and requirements (see attached memo from Leonard Hight.)

I recommend preliminary acceptance of the inspected completed work and beginning the warranty period effective October 15, 2015.

Please note that both projects were completed by the same developer.

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



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

Memo

Date: September 29, 2015
From: Leonard Hight 
To: Michael Fazio
RE: Independence plat C \ Beacon Hill Apartments

Michael, I have verified the punch list dated November 7, 2014 has been completed. I don't know of any reason that the warranty can't begin at this time.

Agenda Item 4

City Council Staff Report

Author: Andrew Burton, Chief of Police

Subject: Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement

Date: September 24, 2015

Type of Item: Resolution

Summary Recommendations: Staff recommends approval of the attached resolution authorizing the Mayor to sign the Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement.

Description:

A. Topic: Officer Involved Critical Incident Task Force in Salt Lake County.

B. Background: Utah Code Annotated 76-2-408 (the "OICI Statute") became effective May 12, 2015. This law sets forth requirements for the investigation of officer involved critical incidents as delineated in the statute. The statute requires every law enforcement agency to adopt and post by December 31, 2105, (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially. The Saratoga Springs Police Department provides law enforcement services to the city of Bluffdale, that lies almost wholly within Salt Lake County, and for criminal cases Bluffdale falls under the jurisdiction of the District Attorney of Salt Lake County, the police department needs to have OICI cases investigated within the Salt Lake County system for OICI investigations. The Valley Police Alliance (chiefs of law enforcement agencies in Salt Lake County) has determined that the formation of a Salt Lake County OICI Task Force will best meet the requirements of the statute. A subcommittee of police chiefs, together with the VPA legal committee, developed the agreement. The VPA legal committee is comprised of city attorney's from several of the Salt Lake Area entities. The Utah Risk Management Association (URMA) has also reviewed and approved the interlocal agreement establishing a task force. The formation of such a task force is authorized by UCA 11-13-101. The attached document is the interlocal agreement and it authorizes the establishment of the task force. UCA 11-13-202.5 requires that the governing body of the jurisdiction involved authorize the agreement by resolution. Other methods of accomplishing the requirements of UCA 76-2-408 do not seem to be tenable. If we ask one of the larger agencies to conduct the OICI investigations, or use some other method, it may be perceived that the investigation would not be impartial since we refuse to participate in the OICI Task Force.

C. City Department Review: City Police Chief.

Alternatives:

A. Deny the Resolution: We will not meet the statute and be in violation of UCA 76-2-408 as of December 31, 2015.

B. Continue the Item: We could be in violation of UCA 76-2-408 as of December 31, 2015.

C. Do Nothing: We will not meet the statute and be in violation of UCA 76-2-408 as of December 31, 2015.

Recommendation: Staff recommends approval of the resolution.

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION TO ENTER INTO THE SALT LAKE COUNTY OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE INTERLOCAL AGREEMENT.

WHEREAS, pursuant to Utah Code Annotated 76-2-408, the “Officer Involved Critical Incident (OICI) Statute” became effective May 12, 2015;

WHEREAS this statute requires every law enforcement agency to adopt and post by December 31, 2105, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially;

WHEREAS the Saratoga Springs Police Department provides law enforcement services to the City of Bluffdale, that lies almost wholly within Salt Lake County;

WHEREAS the Valley Police Alliance (Chiefs of law enforcement agencies in Salt Lake County) has determined that the formation of a Salt Lake County OICI Task Force will best meet the requirements of the statute; and

WHEREAS the Bluffdale City Council has reviewed the attached Staff Report,

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

Section 1. Authorization to Execute Interlocal Agreement. The City Council hereby authorizes the Mayor to sign the attached interlocal agreement establishing the Salt Lake County Officer Involved Task Force for the purposes of investigating Officer Involved Critical Incidents.

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

PASSED AND APPROVED: October 14, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council:

Yes No

| | | |
|-------------------------|-------|-------|
| Councilmember Jackson | _____ | _____ |
| Councilmember Kartchner | _____ | _____ |
| Councilmember Lemery | _____ | _____ |
| Councilmember Nielsen | _____ | _____ |
| Councilmember Westwood | _____ | _____ |

**SALT LAKE COUNTY OFFICER INVOLVED
CRITICAL INCIDENT TASK FORCE
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2015, by and between the following municipal and governmental entities for and on behalf of their respective law enforcement agencies, City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City, for the purpose of facilitating the establishment of the Salt Lake County Officer Involved Critical Incident Task Force (“OICI Task Force”). The parties to this Agreement are sometimes referred to collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. UTAH CODE ANN. § 76-2-408 (the “OICI Statute”) became effective on May 12, 2015 and sets forth requirements for the investigation of officer involved critical incidents (“OICI”) delineated in the statute.
- B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.
- C. The Parties have determined that the formation of a Salt Lake County OICI Task Force (“OICI Task Force”) that will serve as the investigating agency for OICI’s that occur in Salt Lake County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.
- D. The Parties have determined that the OICI Task Force will be governed the Salt Lake County OICI Protocol (“OICI Protocol”) that the Parties have established to provide uniform procedures for the investigation of OICI’s.
- E. The utilization of a Salt Lake County OICI Task Force to investigate OICI’s is beneficial to the Parties, the citizens of Salt Lake County and the officers who are involved in OICI’s.
- F. The Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, 1953, as amended (the “Interlocal Act”), authorizes public agencies to enter into agreement to provide law enforcement services to one or more other public agencies.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. General Purpose. The purpose of this Agreement is to form a Salt Lake County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for an OICI Task Force.

Section 2. Definitions. For purposes of this Agreement, the following terms shall have the meanings given in this section:

- (a) “Advisory Board” means the Advisory Board that shall govern the administration of the OICI Protocol and shall include the District Attorney or designee thereof and a designee from each Participating Agency.
- (b) “Investigating Agency” means the Protocol Task Force composed of officers from multiple law enforcement agencies.
- (c) “Officer-involved critical incident” (“OICI”) as established in the OICI Statute includes any of the following:
 - 1. the use of a Dangerous Weapon by an Officer against a person that causes injury to any person;
 - 2. a fatal injury to any person, except the Officer, resulting from the use of a motor vehicle by an Officer;
 - 3. the death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person’s death; or
 - 4. a fatal injury to a person resulting from the efforts of an Officer attempting to prevent a person’s escape from custody, make an arrest, or otherwise gain physical control of a person.
- (d) “Participating Agency” means a law enforcement agency that agrees to be subject to and participate in the OICI Protocol and has indicated such commitment to participation by signing the Protocol.
- (e) “Protocol Task Force” means the OICI Protocol Task Force comprised of personnel from Participating Agencies designated with investigation duties led by the Protocol Task Force Coordinator and Team Leader under the terms and provisions of the OICI Protocol.

Section 3. OICI Task Force Jurisdiction. The OICI Task Force shall have jurisdiction throughout Salt Lake County to investigate OICI’s. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to act as the Investigating Agency to investigate

OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.

Section 4. Interlocal Authority. The Interlocal Act permits local governmental units to efficiently use of their powers by enabling them to provide joint or cooperative law enforcement services between agencies in a manner that will best aid the agencies and the citizens of the agencies served by such cooperative endeavors. In satisfaction of the requirement of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) No separate legal entity is created by the terms of this Agreement;
- (e) As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board of the Salt Lake County OICI Protocol; and
- (f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

Section 5. Consideration. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

Section 6. Counterparts. This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.

Section 7. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

Section 8. Captions; Recitals. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.

Section 9. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

Section 10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).

Section 11. Notice. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

Section 12. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

Section 13. Ethical Standards. The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

Section 14. Assignment. No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.

Section 16. Responsibility for Task Force members. Each Participating Agency shall fund all salaries, benefits, and other obligations for its representatives assigned to the OICI Protocol Task Force.

Section 17. Insurance. Each Participating Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Participating Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

Section 18. Effective Date. This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

Section 19. Term. The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.

Section 20. Termination by Any Party. Any Party to this Agreement may terminate its involvement with the Salt Lake County OICI Task Force at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.

Section 21. Claims and Disputes. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 22. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 23. Rights and Remedies. The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the “**Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement**” between City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City.

CITY OF BLUFFDALE

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

Signature Page pertaining to the “**Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement**” between City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City.

CITY OF SARATOGA SPRINGS

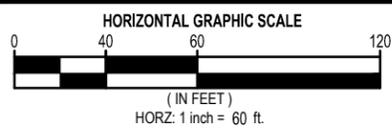
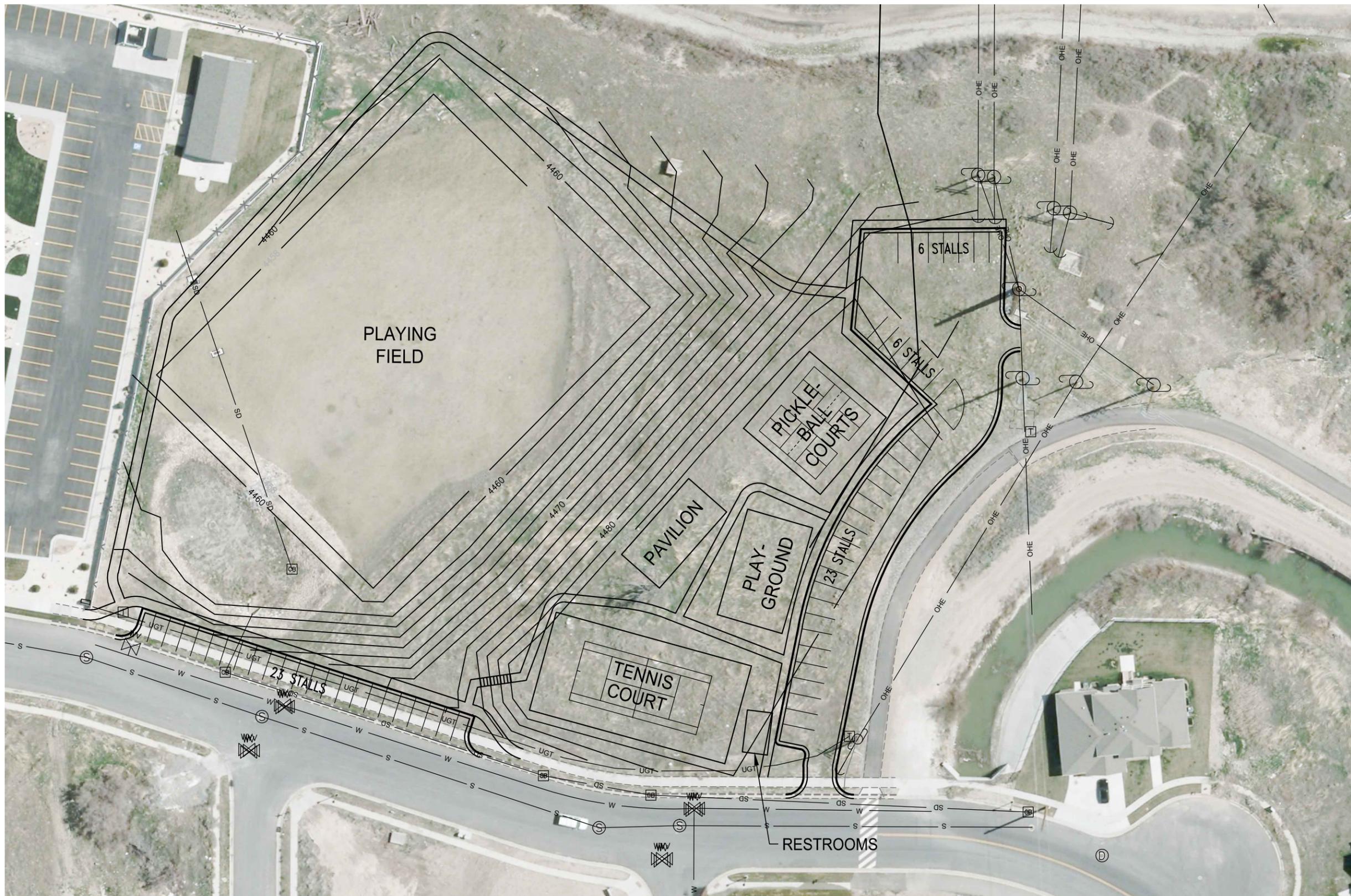
By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

Agenda Item 5



The City of
BLUFFDALE

PARRY FARMS PARK

CONCEPT PLAN

| REVISIONS | | |
|-----------|------|----|
| REV | DATE | BY |
| | | |
| | | |
| | | |
| | | |

| | | | | | |
|----------|----|------|----------|-------------|--------|
| DESIGNED | KT | DATE | 10/09/15 | PROJECT NO. | N/A |
| DRAWN | KT | DATE | 10/09/15 | SHEET NO. | 1 OF 1 |
| CHECKED | MF | DATE | 10/09/15 | DRAWING NO. | N/A |

Agenda Item 6

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Alan Peters, Associate Planner
Date: 8 October 2015
Business Date: 14 October 2015
Subject: Peterson Zoning Map Amendment
Staff Presentation: Grant Crowell

RECOMMENDATION:

To approve the attached ordinance amending the City of Bluffdale Official Zoning Map from I-1 (Light Industrial) to HC (Heavy Commercial), as recommending by the Planning Commission on October 7, 2015.

BACKGROUND AND FINDINGS:

The applicant is requesting to change the zoning of his property from I-1 (Light Industrial) to HC (Heavy Commercial). The subject property is located at 644 W 14600 S. It is 5.0 acres in size and includes two buildings. One building is leased to Bullfrog Spas which also occupies the property immediately to the south. The second building is leased to S3C, an auto body shop.

An auto body shop falls under the land use “automotive service” which is defined as “an establishment providing motor vehicle repair or maintenance services within completely enclosed buildings, including paint and body shops or other general vehicle repair services which have associated storage, overnight or otherwise, of vehicles, equipment, supplies, parts, or inventory in an enclosed area outside of the building.” This land use is not permitted under the property’s existing zoning of I-1, but it is allowed in the HC zone.

The Planning Commission forwarded a positive recommendation based on the following findings:

1. That the proposed changes are consistent with the General Plan.
2. That the proposed changes will not be detrimental to the health, safety, or general welfare of persons or property within the area.

PREVIOUS LEGISLATIVE ACTION

- October 7, 2015: Planning Commission recommended approval 5-0.

SUPPORTING DOCUMENTS

- Proposed ordinance, with exhibit
 - Staff report to Planning Commission, with exhibits
-

CITY OF BLUFFDALE, UTAH

Ordinance No. 2015-xx

AN ORDINANCE AMENDING THE BLUFFDALE CITY OFFICIAL ZONING MAP BY CHANGING THE OFFICIAL ZONING MAP FOR APPROXIMATELY 5.0 ACRES OF LAND FROM I-1 LIGHT INDUSTRIAL TO HC HEAVY COMMERCIAL, OTHERWISE KNOWN AS THE PETERSON ZONE CHANGE.

WHEREAS Scott E. Peterson (the “Applicant”) has initiated an application to amend the Bluffdale City Official Zoning Map by changing the Official Zoning Map from I-1 Light Industrial to HC Heavy Commercial, for approximately 5.0 acres of property located at 644 W 14600 S.

WHEREAS the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed change to 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 public health, welfare and safety of the City of Bluffdale; and

WHEREAS the proposed amendment to the 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 Zoning Map.

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

Section 1. **Zoning Map Amendment.** The Bluffdale City Official Zoning Map is hereby amended to change the zoning designation from I-1 Light Industrial to HC Heavy Commercial for approximately 5.0 acres of property within the City of Bluffdale, located at 644 W 14600 S, more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference.

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 BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE,
STATE OF UTAH, THIS 14th DAY OF OCTOBER, 2015.**

BLUFFDALE CITY

Mayor

ATTEST:

City Recorder

Voting by the City Council:

| | “AYE” | “NAY” |
|-------------------------|-------|-------|
| Councilmember Jackson | _____ | _____ |
| Councilmember Kartchner | _____ | _____ |
| Councilmember Lemery | _____ | _____ |
| Councilmember Nielsen | _____ | _____ |
| Councilmember Westwood | _____ | _____ |

Exhibit A.

BEG E 497.47 FT M OR L & N 598.99 FT M OR L FR W 1/4 COR OF SEC 12, T 4S, R 1W, S L M; N
720 FT M OR L; W 302 FT; S 720 FT M OR L TO A PT 302 FT W FR BEG; E 302 FT TO BEG. 5.0
AC



**Community Development Department
Planning Division**
14175 South Redwood Road
Bluffdale, UT 84065
(801) 254-2200 Fax (801) 253-3270 TTY 7-1-1

**STAFF REPORT
2 October 2015**

To: City of Bluffdale Planning Commission
Prepared By: Alan Peters, Associate Planner

Re: Peterson Zoning Map Amendment
Application No.: 2015-46
Applicant: Scott E. Peterson
Location: 644 W 14600 S
Request: To amend the Official Zoning Map from I-1 (Light Industrial) to HC (Heavy Commercial) for approximately 5.0 acres

SUMMARY & BACKGROUND

The applicant desires to change the zoning of this property from I-1 (Light Industrial) to HC (Heavy Commercial) to allow for different land uses to be approved on this site than are currently allowed in the HC zone. Particularly, the applicant would like the HC zone to be applied to his property because it allows for “automotive service”.

The property is 5.0 acres in size and is located at 644 W 14600 S, north of the Bullfrog Spas facility and south of the Utah State Prison. There are two buildings on the property. One building is leased to Bullfrog Spas. The second building is leased to S3C, an auto body shop. An auto body shop falls under the land use “automotive service” which is defined as “an establishment providing motor vehicle repair or maintenance services within completely enclosed buildings, including paint and body shops or other general vehicle repair services which have associated storage, overnight or otherwise, of vehicles, equipment, supplies, parts, or inventory in an enclosed area outside of the building.” This land use is not permitted under the property’s existing zoning.

ANALYSIS

General Plan. The General Plan Land Use Map designates this property for Light Industrial use. The description of Light Industrial in the General Plan states that it is for “support of employment activities, including light manufacturing, research and development, incubator businesses, storage, wholesale trade and distribution, contractor yards, warehousing, production, and bulk retail businesses that are largely devoid of nuisance factors and hazards. Considerations may be made for live-work opportunities (e.g., loft or studio housing) that will not be a source of land use conflict with surrounding uses.”

The HC zone is consistent with the intent of the General Plan.

Existing Zoning. The existing zoning on the subject property is I-1 (Light Industrial). The property to the

east is zoned RC (Regional Commercial) and the properties to the south and west are zoned HC (Heavy Commercial). The property to the north is located in Draper City.

Site Layout. The property is accessed from 14600 S through the Bullfrog Spas property. The applicant is not proposing any changes to the site at this time, just to allow for an existing tenant to be licensed by the City. Any proposed changes to the site in the future may require Site Plan approval.

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

RECOMMENDATION

Staff recommends approval of the proposed Peterson Zoning Map Amendment from I-1 (Light Industrial) to HC (Heavy Commercial), application 2015-46, as depicted in the maps attached to this report, based on the following findings:

1. That the proposed changes are consistent with the General Plan.
2. That the proposed changes will not be detrimental to the health, safety, or general welfare of persons or property within the area.

MODEL MOTION

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Peterson Zoning Map Amendment from I-1 (Light Industrial) to HC (Heavy Commercial), application 2015-46, based on the findings presented in the staff report dated October 2, 2015, *(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 Peterson Zoning Map Amendment from I-1 (Light Industrial) to HC (Heavy Commercial), application 2015-46, based on the following findings:”

1. List all findings...

To: The City of Bluffdale
Alan Peters

From Scott E Peterson
364 Stokes Ave
Draper, Ut 84020

Date: Sept 29, 2015

I am the current owner of the property located at 644 West 14600 South behind Bullfrog Spa's. The property consists of 5 acres of ground and two building. The front building is leased long term to Bullfrog spa's and the back building is leased to a body shop named S3C. After we renovated the back building and S3C moved in they applied for a business license but under the current zoning the body shop will not meet the zoning requirements. When we looked at all the properties surrounding my property including Bullfrog spas the zoning is heavy commercial which if we could change to would service the needs of both Bullfrog spa's and the body shop S3C. For this reason I have requested the zoning be changed to match the surrounding properties to Heavy Commercial.

After completing the zoning change S3C will make the necessary improvements required by the city for the business license.

Thanks
Scott

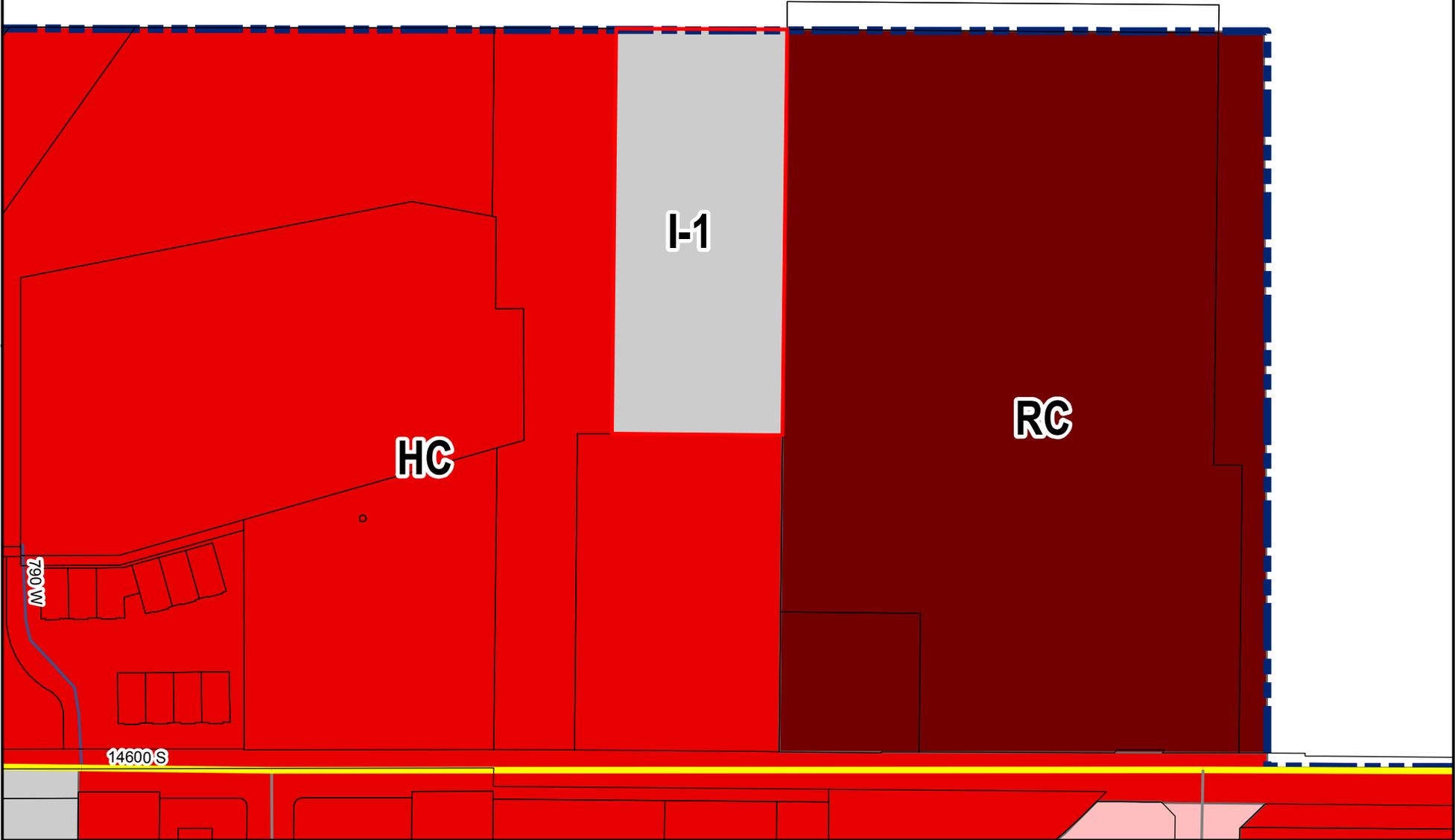


0 0.0075 0.015 0.03
Miles

Subject Property - Aerial



DRAPER



HC

I-1

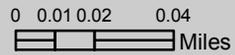
RC

790 W

14600 S



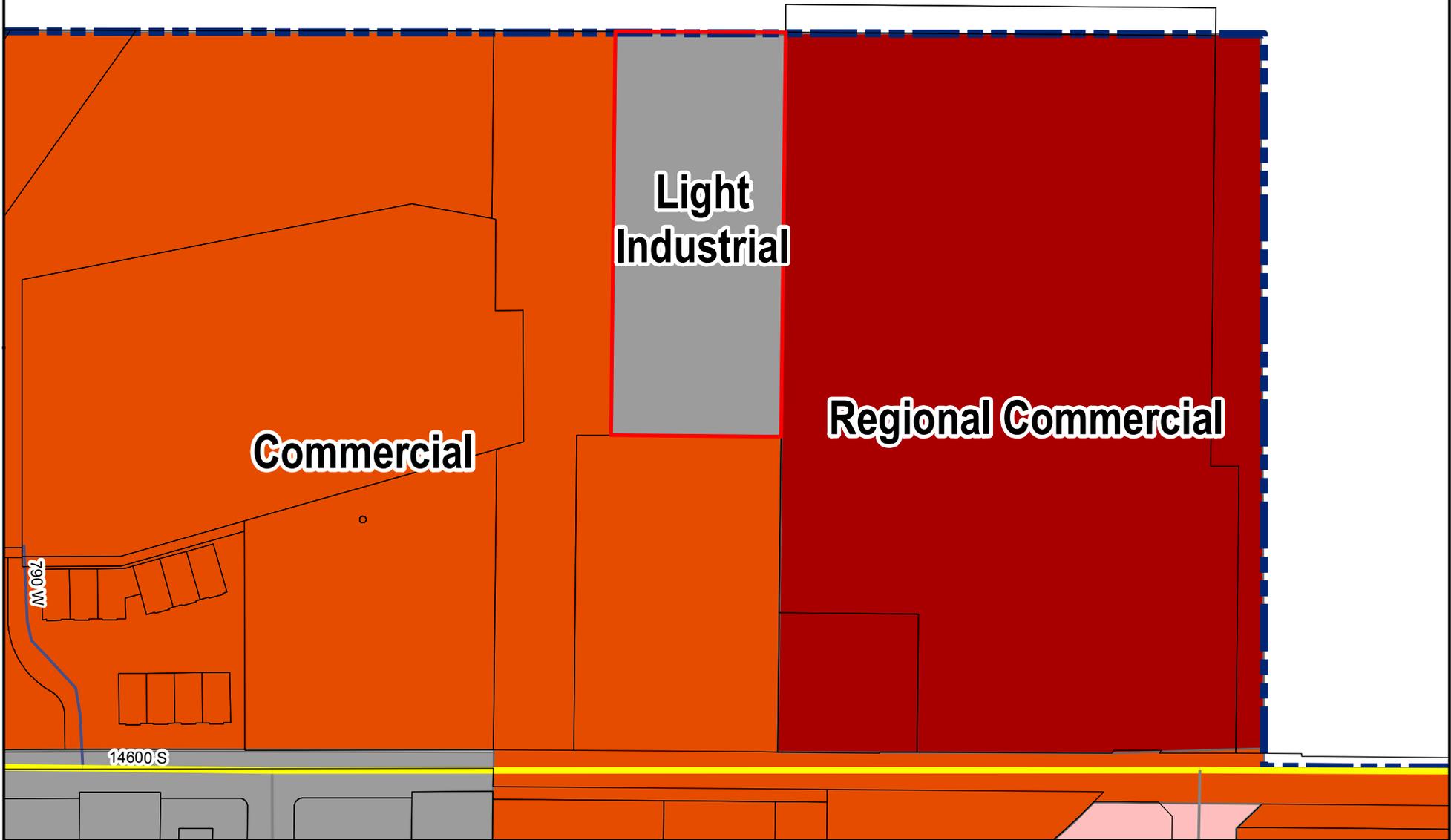
NORTH



Subject Property - Current Zoning



DRAPER



Commercial

**Light
Industrial**

Regional Commercial

790 W

14600 S



Subject Property - General Plan



Agenda Item 7

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Jennifer Robison, Associate Planner
Date: 8 October 2015
Business Date: 14 October 2015
Subject: Plat Amendment for The Marketplace Aclaime at Independence
Plat A to adjust lot lines for townhomes
Staff Presentation: Grant Crowell, City Planner
Applicant Presentation: Dave Tolman, Aclaime - Applicant

RECOMMENDATION:

To approve the Plat Amendment Application for The Marketplace Aclaime at Independence as recommended by the Planning Commission on October 7, 2015.

BACKGROUND AND CONDITIONS OF APPROVAL:

The City Council approved the Preliminary and Final Subdivision Plat Applications for The Marketplace – Aclaime at Independence Plat A on May 27, 2014. During the construction of the development and installation of the public utilities; the Rocky Mountain Power Company required the developer to relocate a power line easement for placement of their utility within the project. The final plat had previously been recorded and a bond was in place for all the public improvements which allowed the developer to sale property to potential builders as the construction took place. The adjustment of utility easement required lot lines to be adjusted on 5 townhome buildings (in attached exhibit shown in red) purchased by Solis Homes. The relocation of the utility took place during the construction of the project. The applicant is now requesting the plat be amended to reflect the changes made during construction and to create new legal descriptions for each individual unit for single ownership.

There are no changes to any public property or interest as approved with the original plat. All acreage, location and ownership of open space, parking requirements, landscaping, or any other conditions of approval for the original plat remain in effect and enforceable.

DRC Staff recommends that the Planning Commission forward a positive recommendation to the City Council for The Marketplace Aclaime at Independence Plat “A” Amended subject to the following conditions:

1. That all requirements of the City Code, adopted ordinances, and the Aclaime at Independence Development Agreement are met and adhered to the proposed amended plat.
2. That all requirements of the originally approved final plat for The Marketplace Aclaime at Independence Plat A are in effect and enforceable with the approved Plat Amendment application.

PREVIOUS LEGISLATIVE/CITY ACTIONS:

- May 27, 2014: The Marketplace Aclaime at Independence Preliminary and Final Plat approved by Council.

SUPPORTING DOCUMENTS

- Staff report to Planning Commission, with 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
30 September 2015

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

Re: The Marketplace – Aclaime at Independence Plat “A” Amended
Application No.: 2015-47
Applicant(s): Aclaime Group, Dave Tolman
Project Location: 14800 South Porter Rockwell Boulevard
General Plan: Mixed Use
Zoning: Mixed Use* (as modified by the Aclaime at Independence Development Agreement specific provisions, as amended)
Acreage: 24.8
Lots/Units: 190 units
Request: Recommendation of Plat Amendment to adjust lot lines for 5 townhome buildings for The Marketplace – Aclaime at Independence Plat A.

SUMMARY

The City Council approved the Preliminary/Final Subdivision Plat Application for The Marketplace – Aclaime at Independence Plat A on May 27, 2014. During the construction of the development and installation of the public utilities; the Rocky Mountain Power Company required the developer to relocate a power line easement for placement of their utility within the project. The final plat had already been recorded to allow the sale of property to potential builders. The adjustment of utility easement required lot lines to be adjusted on 5 townhome buildings purchased by Solis Homes. The proposed lot line adjustments are the subject of the Plat Amendment Application to provide a record of the required changes to the ownership of the properties within the original plat.

There are no changes to any public property or interest as approved with the original plat. All acreage, location and ownership of open space, parking requirements, landscaping, or any other conditions of approval for the original plat remain in effect and enforceable.

DRC REVIEW AND COMMENTS

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

City Engineer. All requirements by the City Engineer and Public Works Department for design and construction of all subdivisions are subject to the Bluffdale City Engineering Standards and Specifications. Updated utility plans were reviewed and approved for the Plat Amendment Application.

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

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

DRC STAFF RECOMMENDATION

DRC Staff recommends that the Planning Commission forward a positive recommendation to the City Council for The Marketplace Aclaime at Independence Plat “A” Amended subject to the following conditions:

1. That all requirements of the City Code, adopted ordinances, and the Aclaime at Independence Development Agreement are met and adhered to the proposed amended plat.
2. That all requirements of the originally approved final plat for The Marketplace Aclaime at Independence Plat A are in effect and enforceable with the approved Plat Amendment application.

MODEL MOTION

Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the The Marketplace Aclaime at Independence Plat “A” Amended application 2015-47, subject to the conditions and based on the findings presented in the staff report dated September 30, 2015, (or as modified by the conditions below):”

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

Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for The Marketplace Aclaime at Independence Plat “A” Amended application 2015-47, based on the following findings:”

1. List all findings for denial...

N 0°08'37" E 485.29'

POINT OF BEGINNING

PARCEL A
23,061 sq. ft.
0.534 acres

PARCEL B
DEDICATED TO BLUFFDALE CITY
63,918 sq. ft.
1.467 acres

D=46°50'21"
R=230.87
L=188.74'
CB=N 57°30'06" E
C=183.52'

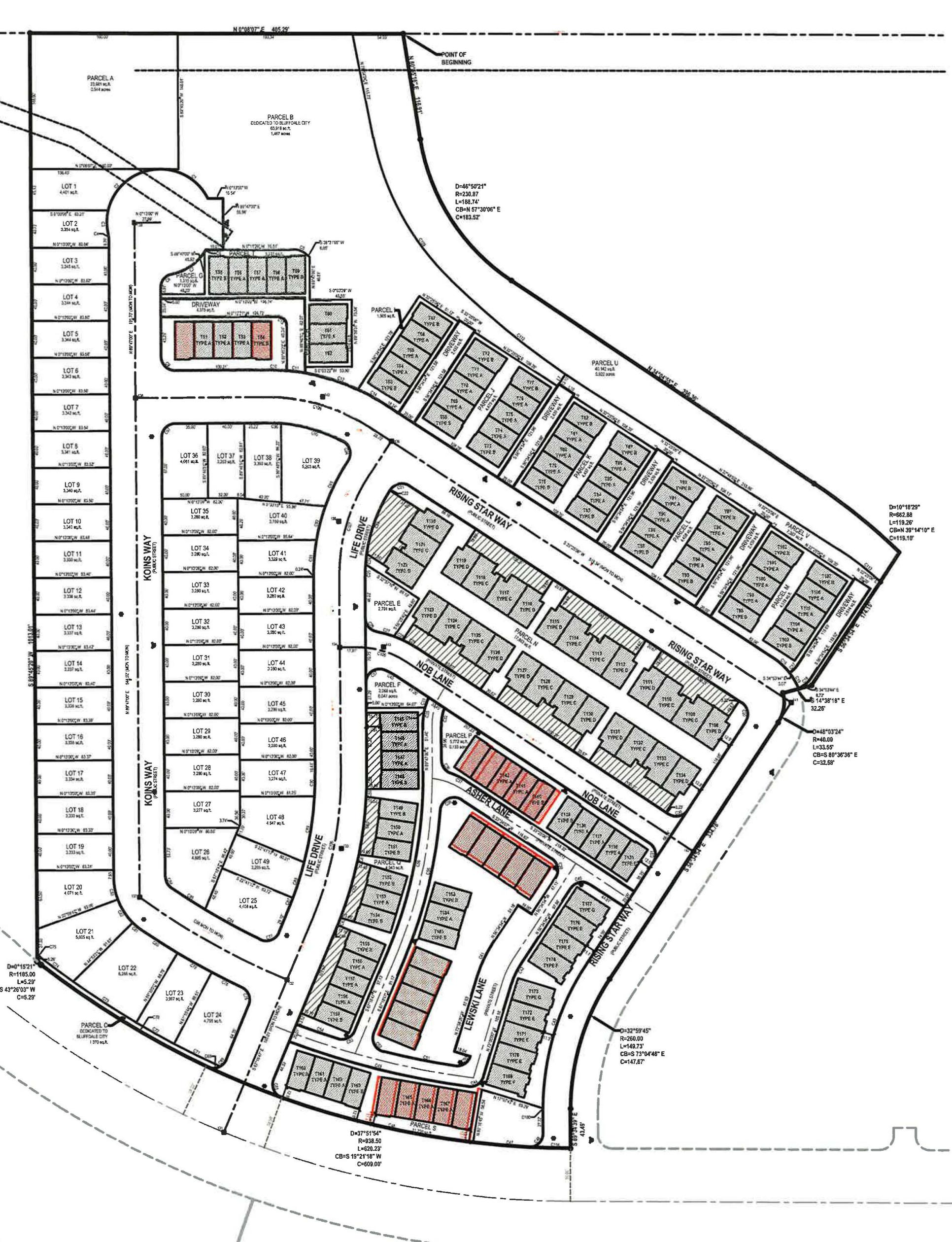
D=10°18'29"
R=662.88
L=119.26'
CB=N 39°14'10" E
C=119.10'

D=48°03'24"
R=40.00
L=33.55'
CB=S 80°36'38" E
C=32.58'

D=32°59'45"
R=260.00
L=149.73'
CB=S 73°04'46" E
C=147.67'

D=37°51'54"
R=938.50
L=620.23'
CB=S 19°21'18" W
C=609.00'

D=0°15'21"
R=1185.00
L=5.29'
CB=S 43°26'03" W
C=5.29'



KOINS WAY (PUBLIC STREET)

LIFE DRIVE (PUBLIC STREET)

RISING STAR WAY (PUBLIC STREET)

NOB LANE (PUBLIC STREET)

LEWSKI LANE (PRIVATE DRIVE)

ASHER LANE (PRIVATE DRIVE)

RISING STAR WAY (PUBLIC STREET)

RISING STAR WAY (PUBLIC STREET)

DRIVEWAY

DRIVEWAY

DRIVEWAY

DRIVEWAY

DRIVEWAY

DRIVEWAY

DRIVEWAY

LOT 1
4,401 sq. ft.

LOT 2
3,354 sq. ft.

LOT 3
3,343 sq. ft.

LOT 4
3,344 sq. ft.

LOT 5
3,344 sq. ft.

LOT 6
3,343 sq. ft.

LOT 7
3,343 sq. ft.

LOT 8
3,341 sq. ft.

LOT 9
3,340 sq. ft.

LOT 10
3,343 sq. ft.

LOT 11
3,333 sq. ft.

LOT 12
3,338 sq. ft.

LOT 13
3,337 sq. ft.

LOT 14
3,337 sq. ft.

LOT 15
3,338 sq. ft.

LOT 16
3,338 sq. ft.

LOT 17
3,334 sq. ft.

LOT 18
3,333 sq. ft.

LOT 19
3,333 sq. ft.

LOT 20
4,071 sq. ft.

LOT 36
4,061 sq. ft.

LOT 37
2,203 sq. ft.

LOT 38
3,303 sq. ft.

LOT 39
5,203 sq. ft.

LOT 35
3,280 sq. ft.

LOT 40
3,798 sq. ft.

LOT 34
3,280 sq. ft.

LOT 41
3,359 sq. ft.

LOT 33
3,280 sq. ft.

LOT 42
3,280 sq. ft.

LOT 32
3,280 sq. ft.

LOT 43
3,280 sq. ft.

LOT 31
3,280 sq. ft.

LOT 44
3,280 sq. ft.

LOT 30
3,280 sq. ft.

LOT 45
3,280 sq. ft.

LOT 29
3,280 sq. ft.

LOT 46
3,280 sq. ft.

LOT 28
3,280 sq. ft.

LOT 47
3,274 sq. ft.

LOT 27
3,277 sq. ft.

LOT 48
4,941 sq. ft.

LOT 26
4,865 sq. ft.

LOT 49
3,285 sq. ft.

LOT 25
4,708 sq. ft.

LOT 24
4,781 sq. ft.

LOT 23
3,987 sq. ft.

LOT 22
8,384 sq. ft.

LOT 21
5,005 sq. ft.

LOT 20
4,071 sq. ft.

LOT 19
3,333 sq. ft.

LOT 18
3,333 sq. ft.

LOT 17
3,334 sq. ft.

LOT 16
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LOT 14
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LOT 3
3,343 sq. ft.

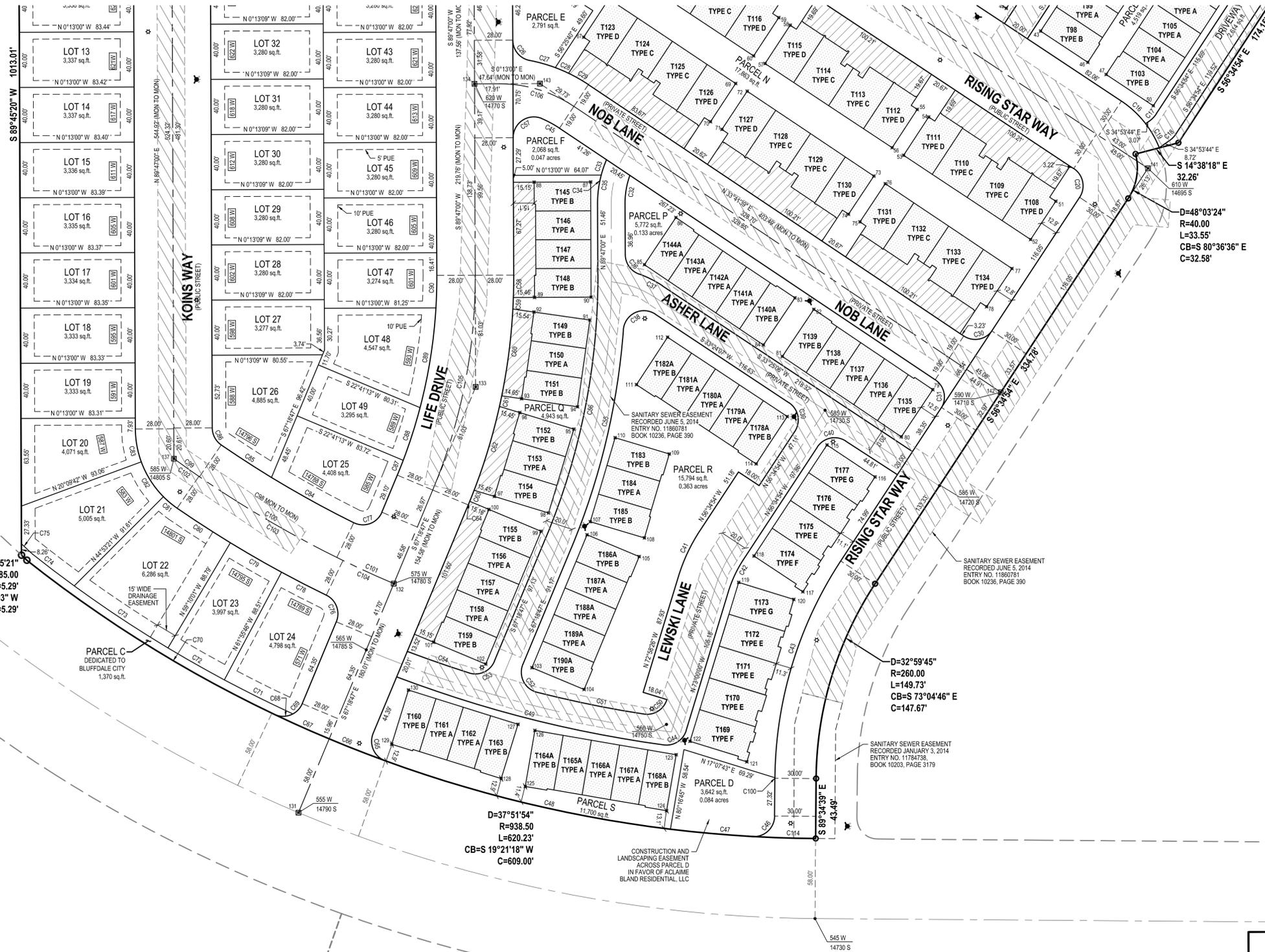
LOT 2
3,354 sq. ft.

LOT 1
4,401 sq. ft.

THE MARKETPLACE ACLAIME AT INDEPENDENCE PLAT 'A' AMENDED

AMENDING LOTS T50 THRU T54, LOTS T140 THRU T144, LOTS T164 THRU T168, LOTS T178 THRU T182, LOTS T186 THRU T190, AND PARCELS D, H, P, R, AND S OF THE MARKETPLACE ACLAIME AT INDEPENDENCE PLAT A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN BLUFFDALE CITY, SALT LAKE COUNTY, UTAH



LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA, SEE SHEET 3 FOR UNIT DIMENSIONS AND AREAS
- LIMITED COMMON AREAS

HORIZONTAL GRAPHIC SCALE
 (IN FEET)
 HORZ: 1 inch = 40 ft.

THE MARKETPLACE ACLAIME AT INDEPENDENCE PLAT 'A' AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN BLUFFDALE CITY, SALT LAKE COUNTY, UTAH

RECORDED # _____
 STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____
 DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
 FEES _____ DEPUTY SALT LAKE COUNTY RECORDER



SHEET 2 OF 3
 PROJECT NUMBER: 5702
 MANAGER: ROE
 DRAWN BY: KFW
 CHECKED BY: PMH
 DATE: 11/19/14



SALT LAKE CITY
 45 W. 10000 S., Suite 500
 Sandy, UT 84070
 Phone: 801.255.0529
 Fax: 801.255.4440
 WWW.ENSGNENG.COM

LAYTON
 Phone: 801.541.1100
 TOOELE
 Phone: 435.843.3099
 CEDAR CITY
 Phone: 435.855.1453
 RICHFIELD
 Phone: 435.856.2983

Agenda Item 8

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Alan Peters, Associate Planner
Date: 8 October 2015
Business Date: 14 October 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.
(Staff spoke with JWCD and confirmed that the easement boundary is correct. JWCD provided language that has been noted on the plat.)
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.
(The City Engineer determined that the pond would require capacity of 13,000 c.f. The applicant has redesigned the pond to accommodate the added capacity and this design has been approved by the City Engineer.)
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 City Council last reviewed this item on July 8, 2015. The item was continued to allow staff and the applicant to look into the capacity of the existing retention pond and the impacts of an additional lot. The City Engineer determined that the pond would be required to retain 13,000 cubic feet as a result of the additional lot. The applicant has submitted a revised application that includes a pond that meets this capacity. The proposed pond changes have been reviewed and approved by the City Engineer.

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 had been expanded from a capacity of 8,200 cubic feet to 13,500 cubic feet. The easement would actually 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 8, 2015: City Council voted to continue item

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

SUPPORTING DOCUMENTS:

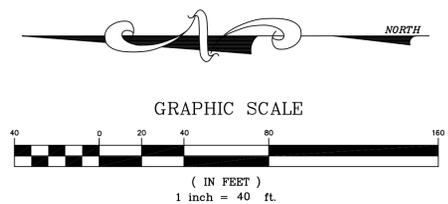
-Planning Commission Staff Report w/exhibits

-Revised Plans

-Memo from Matt Chadwick, Assistant City Engineer, dated October 7, 2015

KAILYE ANNE AMENDED SUBDIVISION

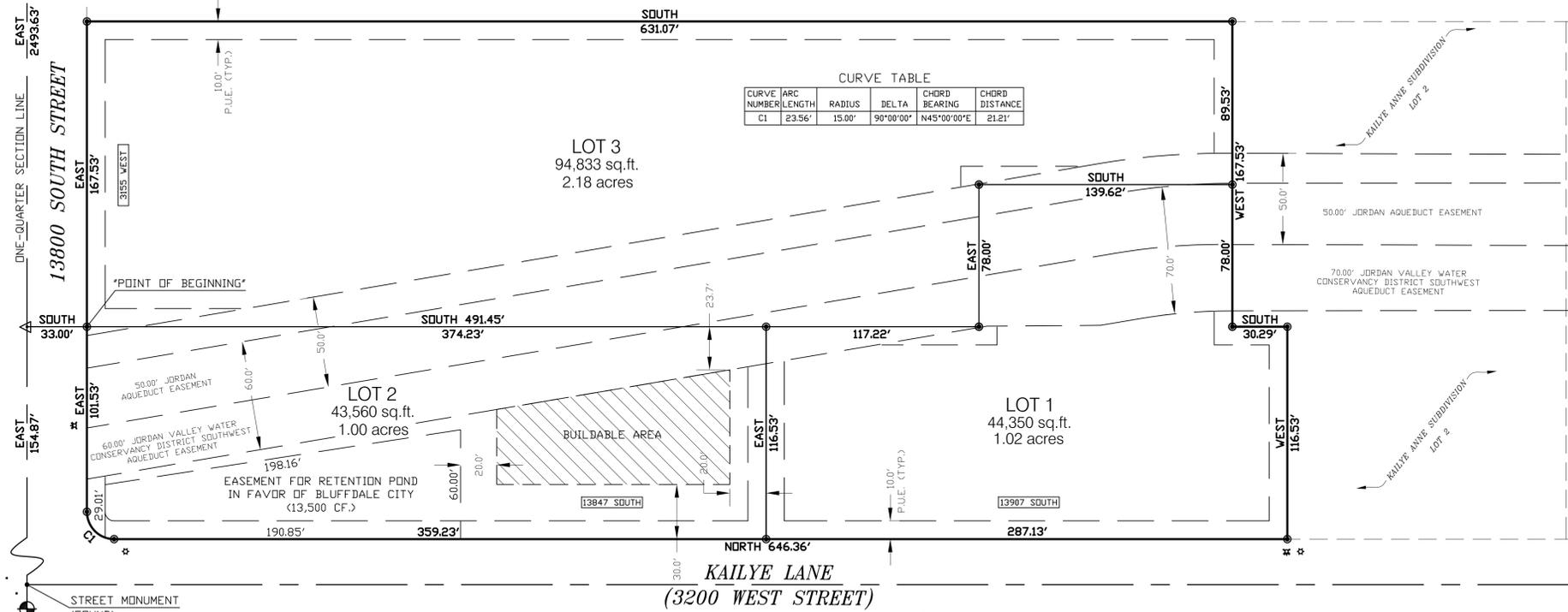
BEING AN AMENDMENT OF LOT 1
KAILYE ANNE SUBDIVISION
AND ALSO BEING AN AMENDMENT OF LOT 1
MANGUM ACRES SUBDIVISION



SALT LAKE COUNTY MONUMENT
CENTER ONE-QUARTER CORNER OF
SECTION 4, T.4S., R.1W., SL&M.
(FOUND BRASS RIVET)

- LEGEND:**
- ⊕ FOUND SECTION CORNER MONUMENT (BRASS CAP)
 - PROPERTY CORNER (SET 5/8" X 24" BAR AND CAP) PLASTIC CAP STAMPED ALS, INC. PLS # 376079
 - △ CALCULATED POINT (NOT FOUND/SET)
 - PROPERTY BOUNDARY
 - ONE-QUARTER SECTION LINE
 - DEED LINE/PLATTED LOT LINE
 - EXISTING FENCE-VINYL/CHAIN LINK/WIRE
 - IMPROVEMENT LINE
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - STREET CENTER LINE
 - INTERIOR LOT LINE
 - ⊙ EXISTING STREET LIGHT
 - ⊕ EXISTING FIRE HYDRANT
 - EXISTING STREET MONUMENT

"BASIS OF BEARINGS"
ONE-QUARTER SECTION LINE BEARING "EAST"
(2648.18' - RECORD A.R.P.) (2648.50' - MEASURED) MONUMENT TO MONUMENT



CURVE TABLE

| CURVE NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
|--------------|------------|--------|-----------|---------------|----------------|
| C1 | 23.56' | 15.00' | 90°00'00" | N45°00'00"E | 21.21' |

SALT LAKE COUNTY MONUMENT
WEST ONE-QUARTER CORNER OF
SECTION 4, T.4S., R.1W., SL&M.
(FOUND BRASS CAP)

JORDAN VALLEY WATER CONSERVANCY DISTRICT NOTE:

1—JORDAN VALLEY WATER CONSERVANCY DISTRICT (DISTRICT) IS THE OWNER OF EASEMENTS AND/OR RIGHTS-OF-WAY (SOUTHWEST AQUEDUCT EASEMENT) RECORDED: JULY 17TH, 1986 AS ENTRY NO: 6407622 IN BOOK 7445 AT PAGE 293, and MAY 2ND, 1997 AS ENTRY NO: 6635184 IN BOOK 7658 AT PAGE 1236, IN THE SALT LAKE COUNTY RECORDERS OFFICE, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PIPELINE(S), FACILITIES, WATERWORKS, AND OTHER APPURTENANCES OVER, UNDER, ON, ACROSS PORTIONS OF LOTS 1, 2 & 3. THE EASEMENTS ARE EXCLUSIVE, THEREFORE NO UTILITIES, PUBLIC OR PRIVATE, MAY BE INSTALLED ANYWHERE WITHIN THE EASEMENT AND/OR RIGHT-OF-WAY WITHOUT THE WRITTEN APPROVAL OF THE DISTRICT.

2—THE UNITED STATES BUREAU OF RECLAMATION (RECLAMATION) IS THE OWNER OF AN EASEMENT AND/OR RIGHT-OF-WAY (JORDAN AQUEDUCT EASEMENT) RECORDED JUNE 28, 1971 AS ENTRY NO: 2393881 IN BOOK 2973 AT PAGE 218, IN THE SALT LAKE COUNTY RECORDERS OFFICE, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PIPELINE(S), FACILITIES, WATERWORKS, AND OTHER APPURTENANCES OVER, UNDER, ON, ACROSS PORTIONS OF LOTS 1, 2 & 3. THE EASEMENT IS EXCLUSIVE IN NATURE, THEREFORE NO UTILITIES, PUBLIC OR PRIVATE, MAY BE INSTALLED ANYWHERE WITHIN THE EASEMENT AND/OR RIGHT-OF-WAY WITHOUT THE WRITTEN APPROVAL OF RECLAMATION.

3—LOT OWNERS 1, 2 & 3 ARE SUBJECT TO BOTH THE DISTRICT AND RECLAMATION'S EASEMENT PROTECTION CRITERIA. ANY PROPOSED CHANGE WITHIN THE EASEMENT BOUNDARIES WILL REQUIRE WRITTEN PERMISSION AND INSPECTION FROM BOTH THE DISTRICT AND RECLAMATION. COPY OF THE PROTECTION CRITERIA TO BE RECORDED WITH THE PLAT.

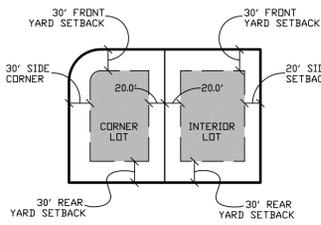
4—NO TREES WILL BE PLANTED OR STRUCTURES CONSTRUCTED, ANYTHING WITHIN THE EASEMENT BOUNDARY THAT OBSTRUCTS ACCESS FOR OPERATION, MAINTENANCE, AND INSPECTION OF THE AQUEDUCTS ARE NOT PERMITTED. FENCES WITH GATES MAY BE PERMITTED UPON WRITTEN PERMISSION FROM BOTH THE DISTRICT AND RECLAMATION.

QUESTAR NOTE:

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 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.

ROCKY MOUNTAIN POWER NOTE:

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.



DEVELOPER/OWNER
DANIEL J. CAPEL
13907 SOUTH KAILYE LANE
BLUFFDALE CITY, UTAH 84065
TEL: 801-655-3732
DATE: OCTOBER 6, 2015

SURVEYOR'S CERTIFICATE

I, JAMES PATRICK FRONK, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NO. 376079 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS AND STANDARDS OF THE STATE OF UTAH PERTAINING TO PLATS AND SURVEYS. (see seal below)

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS EAST ALONG THE ONE-QUARTER SECTION LINE 154.87 FEET AND SOUTH 33.00 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE WEST ONE-QUARTER CORNER OF SAID SECTION 4, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE EAST 167.53 FEET; THENCE SOUTH 631.07 FEET; THENCE WEST 167.53 FEET; THENCE SOUTH 30.29 FEET; THENCE WEST 116.53 FEET; THENCE NORTH 646.36 FEET TO A POINT OF CURVATURE; THENCE 23.56 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, SUBTENDED BY A CHORD BEARING N45°00'00"E 21.21 FEET TO A POINT OF TANGENCY; THENCE EAST 101.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.20 ACRES OF LAND (182,743 SF.).
CONTAINING 3 LOTS TOTAL.
BASIS OF BEARINGS = "EAST" ALONG THE ONE-QUARTER SECTION LINE OF SAID SECTION 4.

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREOF DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND EASEMENTS AS SHOWN ON THIS PLAT AND NAME THE SAID TRACT "KAILYE ANNE AMENDED SUBDIVISION, BEING AN AMENDMENT OF LOT 1, KAILYE ANNE SUBDIVISION, AND ALSO BEING AN AMENDMENT OF LOT 1, MANGUM ACRES SUBDIVISION" AND HEREBY GRANT AND CONVEY TO THE CITY OF BLUFFDALE, SALT LAKE COUNTY, UTAH, THOSE CERTAIN STRIPS AS EASEMENTS FOR UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREOF, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF THE PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY THE CITY OF BLUFFDALE.

IN WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2015.

OWNER _____ OWNER _____
OWNER _____ OWNER _____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)
ON THE _____ DAY OF _____, 20____, 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, _____ IN NUMBER, WHO DULY ACKNOWLEDGED USES AND PURPOSES THEREIN MENTIONED.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)
ON THE _____ DAY OF _____, 20____, 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, _____ IN NUMBER, WHO DULY ACKNOWLEDGED USES AND PURPOSES THEREIN MENTIONED.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

KAILYE ANNE AMENDED SUBDIVISION

BEING AN AMENDMENT OF LOT 1
KAILYE ANNE SUBDIVISION
AND ALSO BEING AN AMENDMENT OF LOT 1
MANGUM ACRES SUBDIVISION

LOCATED IN THE S.W. QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF BLUFFDALE, SALT LAKE COUNTY, UTAH.

SCALE: 1" = 40 FEET SHEET 1 OF 1

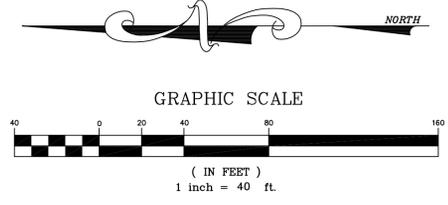
**APPLIED
LAND
SOLUTIONS, INC.**

CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING • CONSULTING

P.O. BOX 425, LEHI, UTAH 84043 • 801-380-6225

| | | | | | | |
|---|--|--|---|--|--|---|
| <p style="text-align: center;">CENTURY LINK</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____</p> <p>CENTURY LINK</p> | <p style="text-align: center;">COMCAST</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____</p> <p>COMCAST</p> | <p style="text-align: center;">QUESTAR GAS</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____</p> <p>QUESTAR GAS COMPANY</p> | <p style="text-align: center;">ROCKY MOUNTAIN POWER</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____</p> <p>ROCKY MOUNTAIN POWER</p> | <p style="text-align: center;">BLUFFDALE CITY COUNCIL APPROVAL</p> <p>PRESENTED TO THE MAYOR AND BLUFFDALE CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.</p> <p>BLUFFDALE CITY MAYOR _____ ATTEST: CITY RECORDER _____</p> | <p style="text-align: center;">JORDAN VALLEY WATER CONSERVANCY DISTRICT</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____</p> <p>REPRESENTATIVE _____</p> | <p style="text-align: center;">UNITED STATES BUREAU OF RECLAMATION</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____</p> <p>REPRESENTATIVE _____</p> |
| <p style="text-align: center;">SOUTH VALLEY SEWER DISTRICT</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE SOUTH VALLEY SEWER DISTRICT.</p> <p>SOUTH VALLEY SEWER DISTRICT, MANAGER _____</p> | <p style="text-align: center;">PLANNING COMMISSION APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE BLUFFDALE CITY PLANNING COMMISSION.</p> <p>CHAIR, BLUFFDALE CITY PLANNING COMMISSION _____</p> | <p style="text-align: center;">BLUFFDALE CITY ENGINEER APPROVAL</p> <p>I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. SIGNED THIS _____ DAY OF _____ 2015</p> <p>BLUFFDALE CITY ENGINEER _____</p> | <p style="text-align: center;">OFFICE OF THE CITY ATTORNEY</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ BY THE BLUFFDALE CITY ATTORNEY.</p> <p>ATTORNEY FOR BLUFFDALE CITY _____</p> | <p style="text-align: center;">SALT LAKE VALLEY HEALTH DEPARTMENT APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE SALT LAKE VALLEY HEALTH DEPARTMENT.</p> <p>SALT LAKE VALLEY HEALTH DEPARTMENT _____</p> | <p style="text-align: center;">SALT LAKE COUNTY RECORDER</p> <p>RECORDED NO. _____ STATE OF UTAH, COUNTY OF SALT LAKE RECORDED AND FILED AT THE REQUEST OF DATE: _____ TIME: _____ BOOK NO. _____ PAGE NO. _____ FEE(\$): _____ SALT LAKE COUNTY RECORDER _____</p> | |

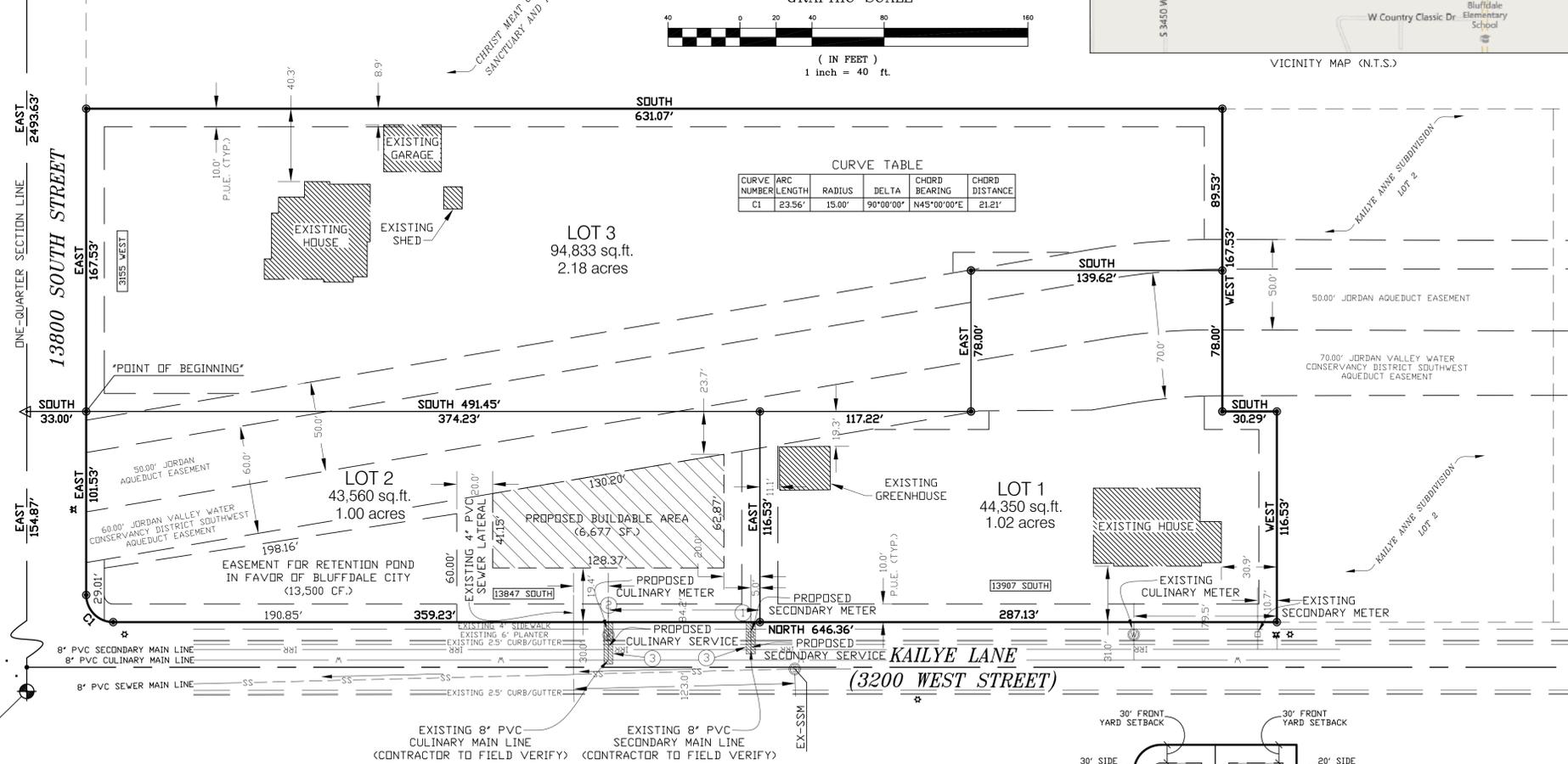
**KAILYE ANNE AMENDED
SUBDIVISION**
BEING AN AMENDMENT OF LOT 1
KAILYE ANNE SUBDIVISION
AND ALSO BEING AN AMENDMENT OF LOT 1
MANGUM ACRES SUBDIVISION



- LEGEND:**
- ⊕ FOUND SECTION CORNER MONUMENT (BRASS CAP)
 - PROPERTY CORNER (SET 5/8" X 24" BAR AND CAP) PLASTIC CAP STAMPED ALS, INC. PLS # 376079
 - △ CALCULATED POINT (NOT FOUND/SET)
 - PROPERTY BOUNDARY
 - ONE-QUARTER SECTION LINE
 - DEED LINE/PLATTED LOT LINE
 - EXISTING FENCE-VINYL/CHAIN LINK/WIRE
 - IMPROVEMENT LINE
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - STREET CENTER LINE
 - INTERIOR LOT LINE
 - ⊙ EXISTING STREET LIGHT
 - ⊕ EXISTING FIRE HYDRANT
 - EXISTING STREET MONUMENT

SALT LAKE COUNTY MONUMENT CENTER ONE-QUARTER CORNER OF SECTION 4, T.4S., R.1W., SL.B&M. (FOUND BRASS RIVET)

"BASIS OF BEARINGS"
ONE-QUARTER SECTION LINE BEARING "EAST"
(2648.18' - RECORD A.R.P.) (2648.50' - MEASURED) MONUMENT TO MONUMENT



CURVE TABLE

| CURVE NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
|--------------|------------|--------|-----------|---------------|----------------|
| C1 | 23.56' | 15.00' | 90°00'00" | N45°00'00"E | 21.21' |

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS EAST ALONG THE ONE-QUARTER SECTION LINE 154.87 FEET AND SOUTH 33.00 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE WEST ONE-QUARTER CORNER OF SAID SECTION 4, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE EAST 167.53 FEET; THENCE SOUTH 631.07 FEET; THENCE WEST 167.53 FEET; THENCE SOUTH 30.29 FEET; THENCE WEST 116.53 FEET; THENCE NORTH 646.36 FEET TO A POINT OF CURVATURE; THENCE 23.56 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, SUBTENDED BY A CHORD BEARING N45°00'00"E 21.21 FEET TO A POINT OF TANGENCY; THENCE EAST 101.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.20 ACRES OF LAND (182,743 SF.).
CONTAINING 3 LOTS TOTAL.
BASIS OF BEARINGS = "EAST" ALONG THE ONE-QUARTER SECTION LINE OF SAID SECTION 4.

"UTILITY PLAN"

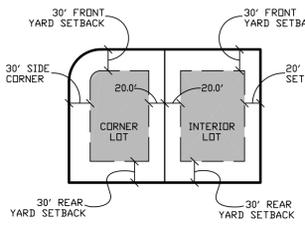
**KAILYE ANNE AMENDED
SUBDIVISION**
BEING AN AMENDMENT OF LOT 1
KAILYE ANNE SUBDIVISION
AND ALSO BEING AN AMENDMENT OF LOT 1
MANGUM ACRES SUBDIVISION

LOCATED IN THE S.W. QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF BLUFFDALE, SALT LAKE COUNTY, UTAH.

SCALE: 1" = 40 FEET SHEET 1 OF 1

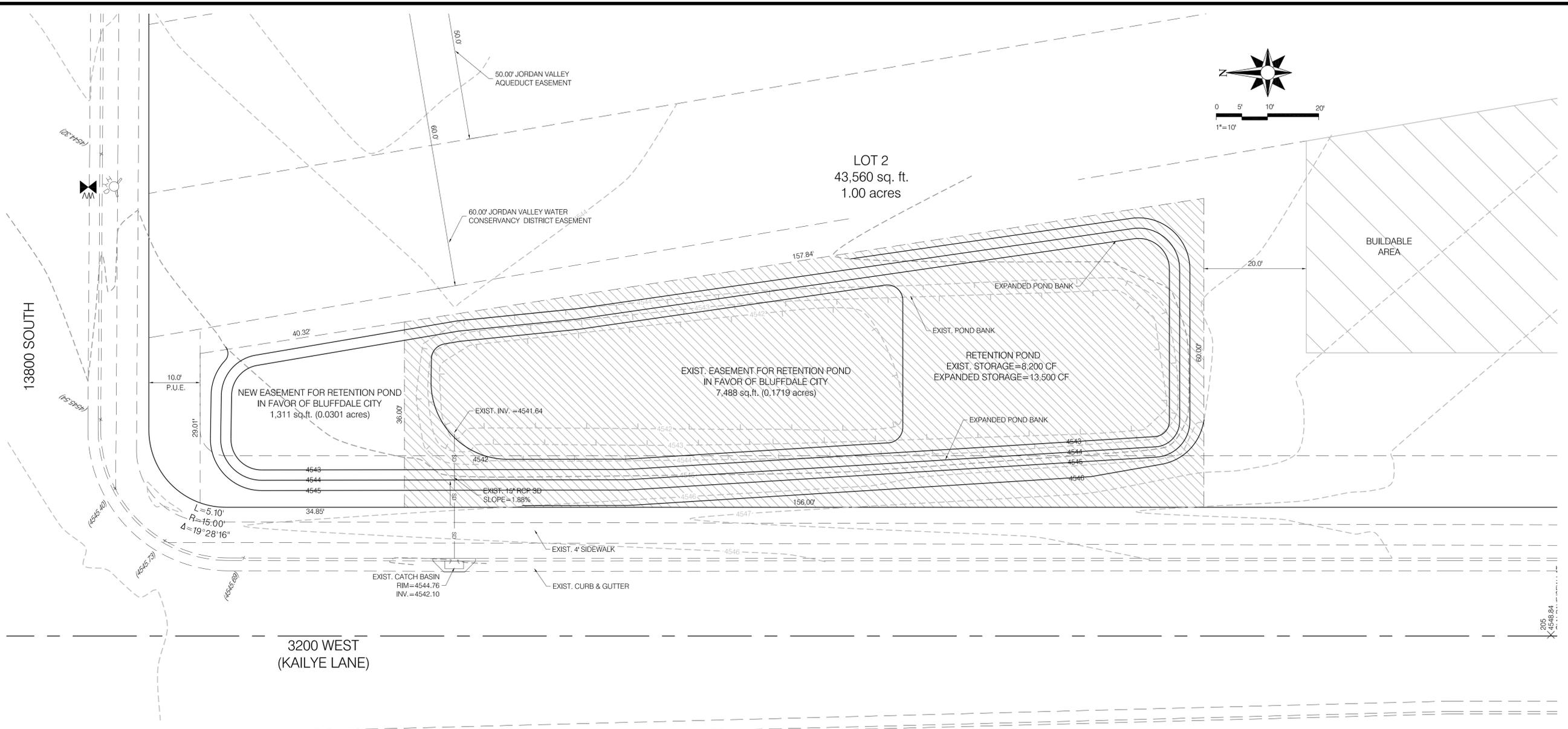
- KEY NOTES:**
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- ① INSTALL SECONDARY LATERAL W/METER & METER BOX SEE BLUFFDALE CITY STANDARDS
 - ② INSTALL WATER METER AND SERVICE SEE BLUFFDALE CITY STANDARDS
 - ③ SAW CUT & REPLACE TRENCH REPLACE CURB & GUTTER AND LANDSCAPE, SIDEWALK SEE APWA & BLUFFDALE CITY STANDARDS

- NOTES:**
- CONTRACTOR TO FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN BEFORE PLACING ANY CONCRETE OR PIPE.
- SEE BLUFFDALE CITY STANDARD DRAWINGS AND SPECIFICATIONS PERTAINING TO THE INSTALLATION OF THE CULINARY WATER METER & SERVICE (DETAIL PAGE NO. W-2).
- SEE BLUFFDALE CITY STANDARD DRAWINGS AND SPECIFICATIONS PERTAINING TO THE INSTALLATION OF THE SECONDARY WATER METER & SERVICE (DETAIL PAGE NO. W-3).

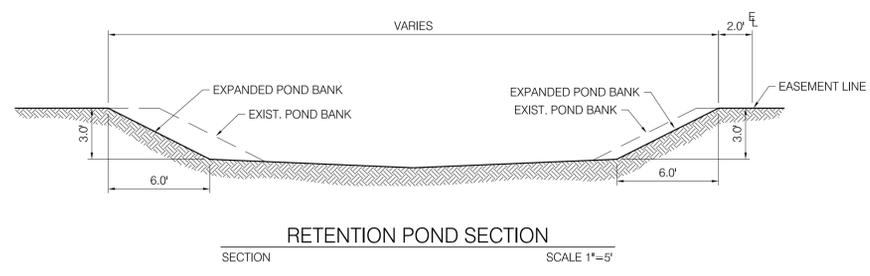


DEVELOPER/OWNER
DANIEL J. CAPEL
13907 SOUTH KAILYE LANE
BLUFFDALE CITY, UTAH 84065
TEL: 801-655-3732
DATE: OCTOBER 6, 2015

SALT LAKE COUNTY MONUMENT WEST ONE-QUARTER CORNER OF SECTION 4, T.4S., R.1W., SL.B&M. (FOUND BRASS CAP)



EXPANDED RETENTION POND SITE PLAN
 PLAN SCALE 1"=10'



RETENTION POND SECTION
 SECTION SCALE 1"=5'

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

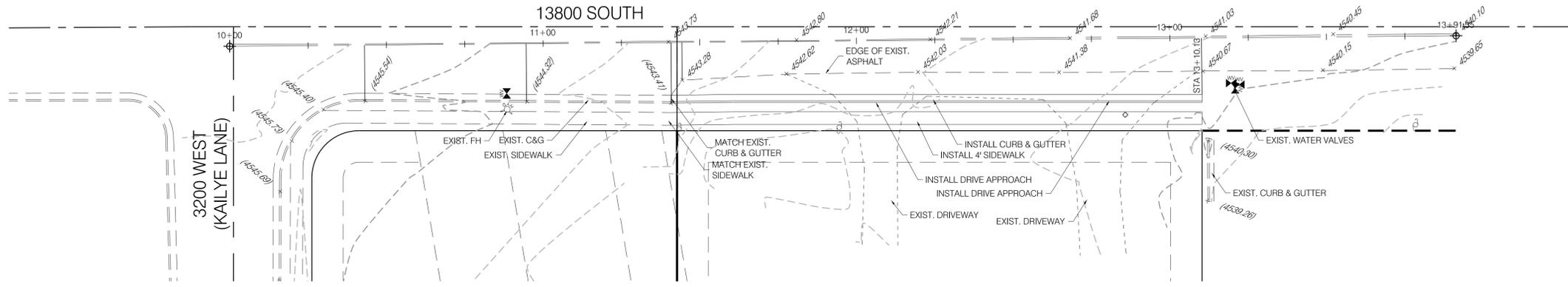
223 EAST MAIN STREET, SUITE 2
 AMERICAN FORK, UTAH 84002
 TEL: (801) 756-2488
 FAX: (801) 756-3499

H&H
 ENGINEERING &
 SURVEYING, INC.

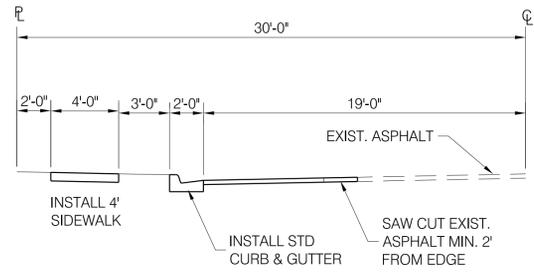
PROJECT NAME:
KAILYE ANNE PLAT B
 13800 SOUTH 3200 WEST
 BLUFFDALE, UTAH

PROJECT NO.
 DATE
 HOR SCALE As Noted
 VER SCALE As Noted
 ENGINEER VH
 DRAFTED BS
 CHECKED VH

TITLE
DETENTION POND

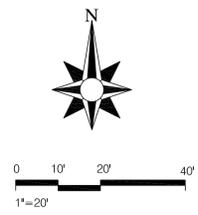


13800 SOUTH
PLAN SCALE 1"=20'



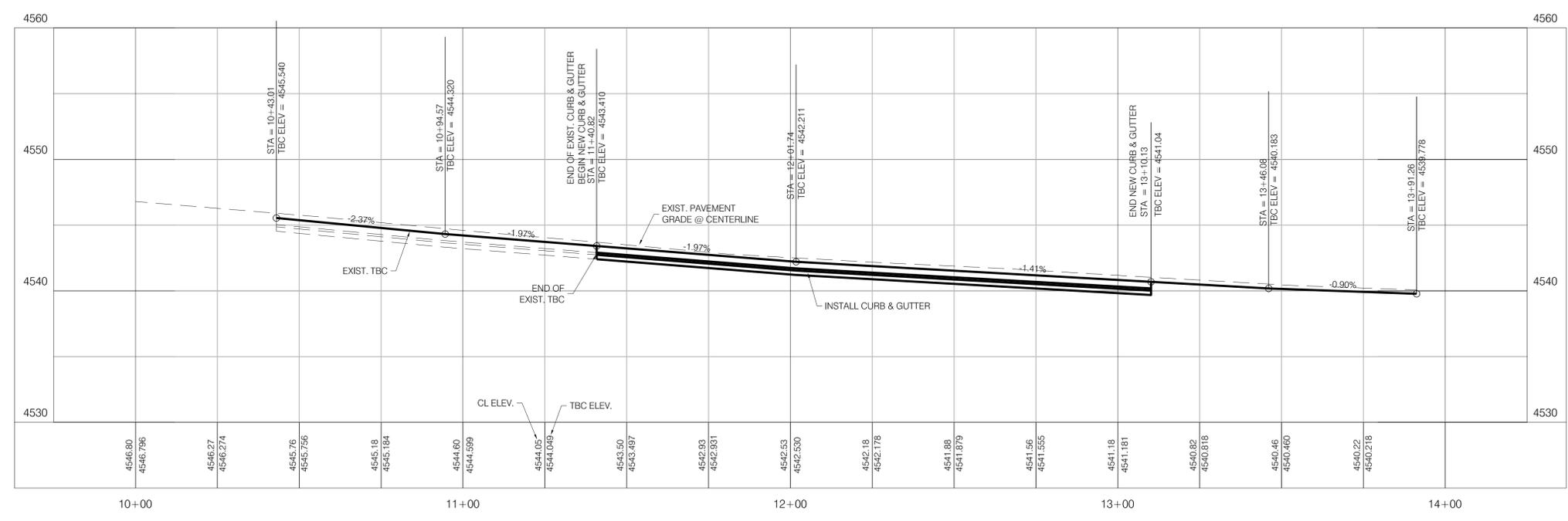
13800 SOUTH HALF STREET SECTION
SECTION SCALE 1"=5'

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the Bluffdale City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.
5. Where new asphalt will be placed next to existing asphalt the contractor shall cut the existing asphalt in a vertical and horizontally straight line a minimum of 2 feet from the existing edge. Existing asphalt, base and subgrade shall be removed and replaced with new compacted materials.
6. Prior to placing asphalt surface contractor shall coordinate with other trades and utility companies to insure required conduits have been placed within the asphalt surface area. Primarily the landscape/irrigation contractor, power, gas and cable utility providers.



LEGEND

| | |
|---------------------|--------------------------|
| — W — W — | Existing Potable Water |
| — SS — SS — | Existing Sanitary Sewer |
| — PI — PI — | Existing Secondary Water |
| — SD — SD — | Existing Storm Drain |
| Plan View | |
| — W — W — | Proposed Potable Water |
| — SS — SS — | Proposed Sanitary Sewer |
| — PI — PI — | Proposed Secondary Water |
| — SD — SD — | Proposed Storm Drain |
| ▨ | Proposed Asphalt Surface |
| Profile View | |
| ▨ | Proposed Potable Water |
| ▨ | Proposed Sanitary Sewer |
| ▨ | Proposed Secondary Water |
| ▨ | Proposed Storm Drain |



| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

293 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

H&H
ENGINEERING & SURVEYING, INC.

PROJECT NAME:
KAILYE ANNE PLAT B
13800 SOUTH 3200 WEST
BLUFFDALE, UTAH

PROJECT NO.
DATE
HOR SCALE As Noted
VER SCALE As Noted
ENGINEER VH
DRAFTED BS
CHECKED VH

TITLE
PLAN & PROFILE

1 OF 2
SHEET
C-01



14241 S. Redwood Road, Bluffdale, Utah 84065; Tel. 801-858-0490; mfazio@bluffdale.com

Memo

Date: 7-Oct-15
From: Matt Chadwick
To: Alan Peters
CC: Michael Fazio, P.E.
RE: Kailye Anne Amended Subdivision

With the addition of the new lot in the Kailye Anne Amended Subdivision, it was determined that the owner should only be responsible for retaining the runoff generated from an additional lot. Originally having a pond designed and approved to retain 10,000 cubic feet approximately, a new lot would generate an additional 3,000 cubic feet. The amended pond has been sized to account for the additional volume generated by a new lot.



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.

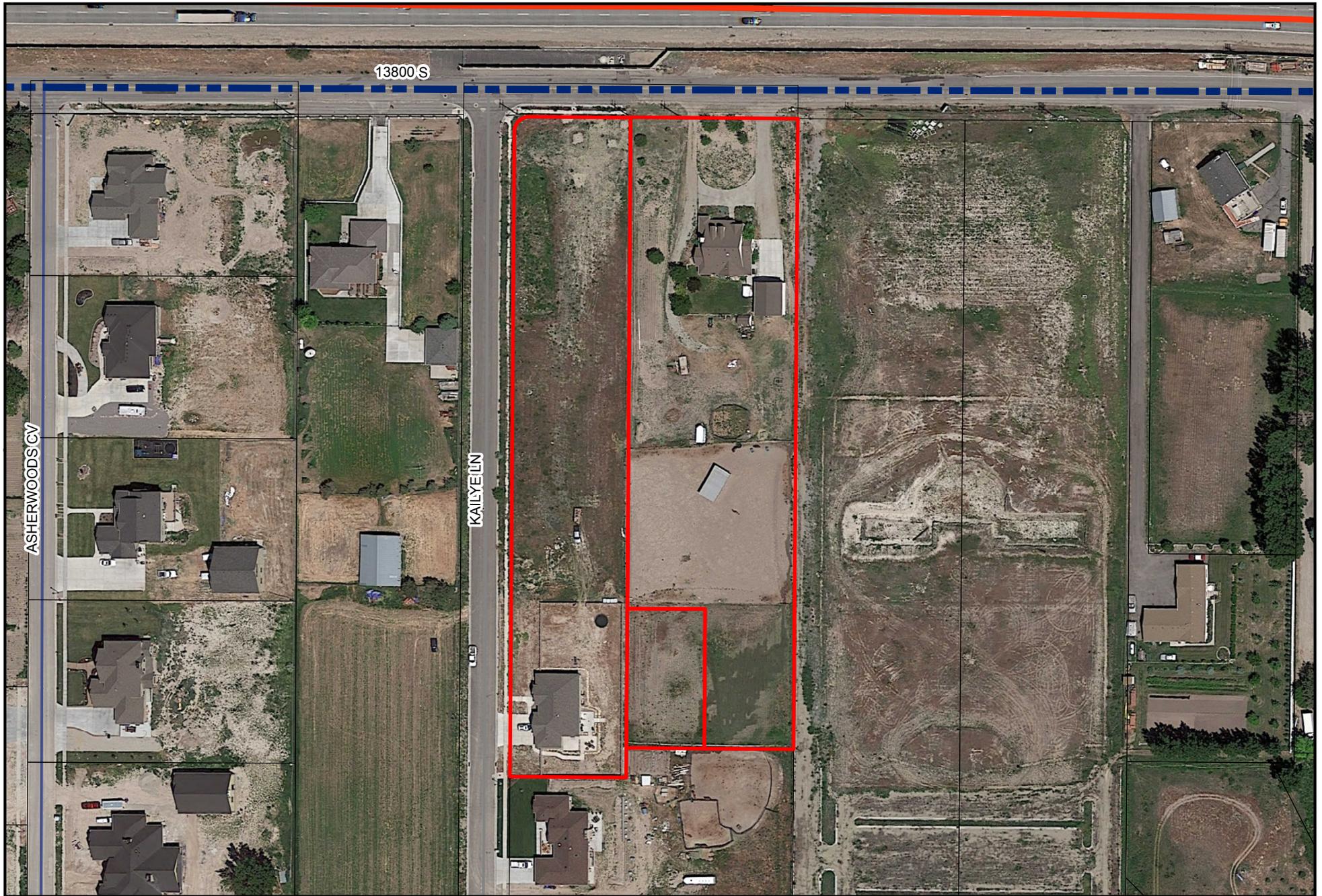
MODEL MOTIONS

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...



NORTH

0 0.0050.01 0.02
Miles

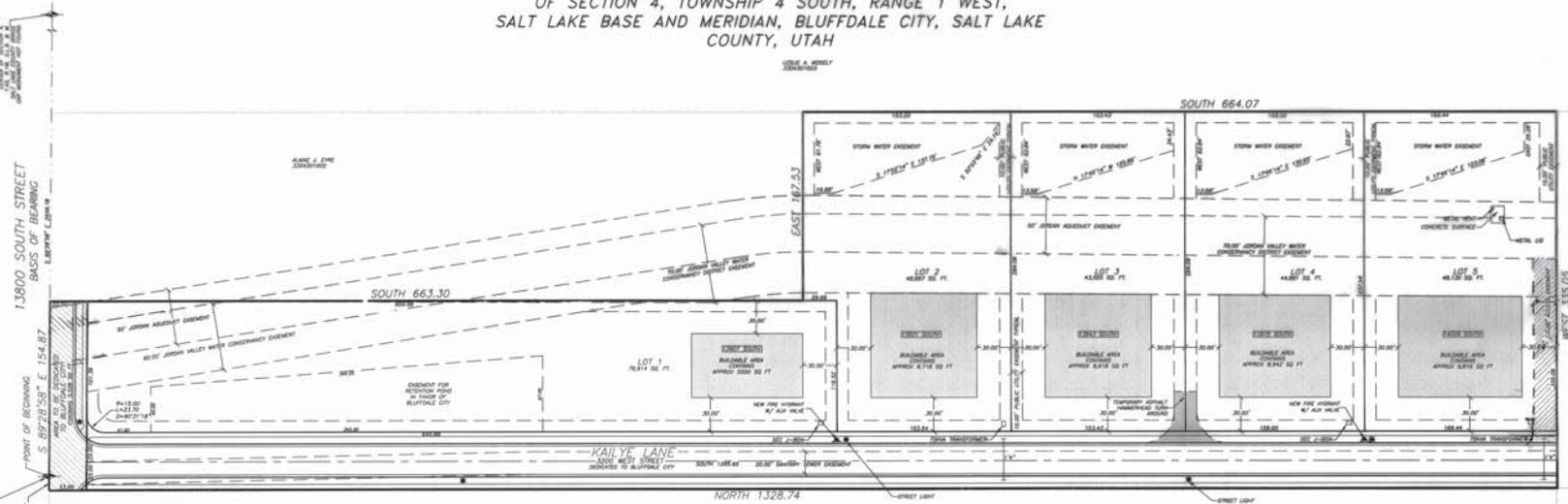
Subject Area



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

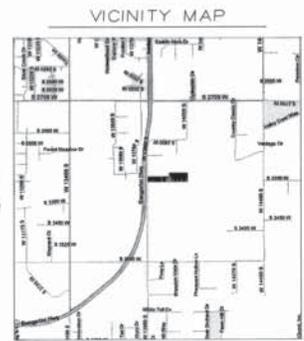


QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED 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: 333,743.22 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.

ACKNOWLEDGMENT
STATE OF UTAH } ss.
County of }
ON THIS 25th DAY OF July, A.D. 2007 PERSONALLY AND ACKNOWLEDGED TO APPEARED BEFORE ME, _____ AND I HEREBY CERTIFY THAT THEY ARE DULY AUTHORIZED TO EXECUTE THE FOREGOING OWNER'S CERTIFICATE.
Randy Smith
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. **00882100**
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
Randy D. Smith
DATE **10-23-07** THE **2106425** FEEL **656"**
BOOK **2007P**
PAGE **400a**
Randy D. Smith
COUNTY RECORDER

LEGEND

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

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

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

BOARD OF HEALTH
APPROVED AS TO FORM ON THIS 6th DAY OF September, A.D. 2007
John
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
CHAIRMAN, BLUFFDALE CITY PLANNING AND ZONING COMMISSION

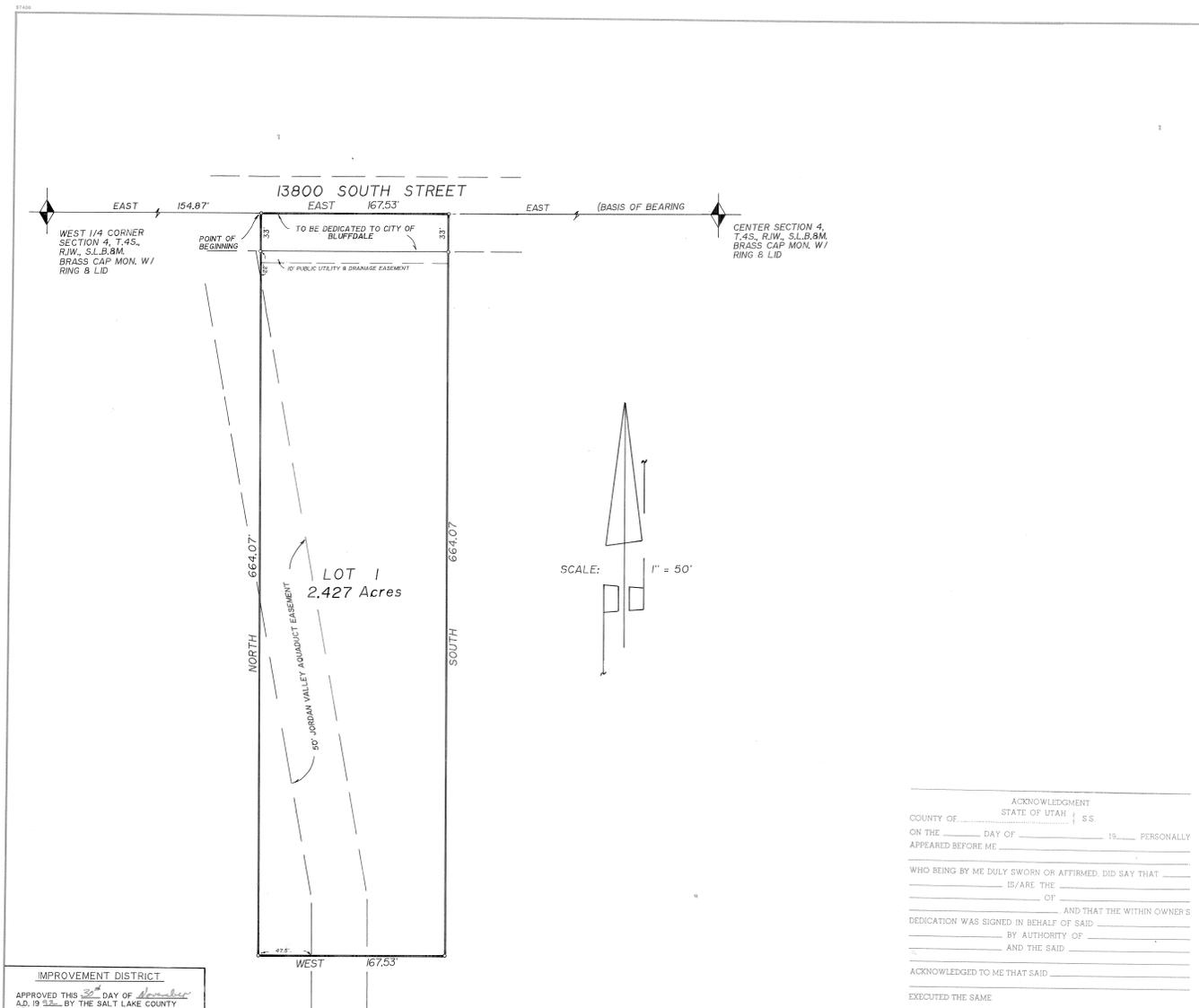
CITY ENGINEER APPROVAL
I HEREBY CERTIFY THAT THIS OFFICE HAS REVIEWED THIS PLAT AND IT IS CORRECT AND IN ACCORDANCE WITH THE REQUIREMENTS ON FILE IN THIS OFFICE.
Randy D. Smith
DATE 10/14/07
CITY ENGINEER

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

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

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 COM.

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 Duane M. Peterson
DATE BLUFFDALE CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 26th DAY OF April A.D. 19 93
George J. Walbridge
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
DATE 4-27-93 TIME 12:09PM BOOK 93-4 PAGE 74
FEE \$ 20.50
Andrew C. Adams
SALT LAKE COUNTY RECORDER

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

33-04-300-053

33-4-31 20.50

93-4-74

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

Duane M. Peterson
DUANE M. PETERSON
No. 5188
STATE OF UTAH

OWNER'S DEDICATION
Know all men by these presents that we, 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 Public Use.
In witness whereof, I have hereunto set my hand and seal this 26th day of April A.D. 19 93

James M. Mangum
Logan L. Mangum

ACKNOWLEDGMENT
STATE OF UTAH } S.S.
COUNTY OF _____ }
ON THE _____ DAY OF _____ 19____ PERSONALLY APPEARED BEFORE ME _____ IS/ARE THE _____ OF _____ AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID _____ BY AUTHORITY OF _____ AND THE SAID _____ ACKNOWLEDGED TO ME THAT SAID _____ EXECUTED THE SAME _____ MY COMMISSION EXPIRES _____ NOTARY PUBLIC RESIDING IN _____

ACKNOWLEDGMENT
STATE OF UTAH } S.S.
County of Salt Lake) }
On the 26th day of April A.D. 1993, 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, 2 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.

DRAWING NUMBER

DRAWING NUMBER

93-4P-74

DRAWING NUMBER

Agenda Item 9

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Jennifer Robison, Associate Planner
Date: 8 October 2015
Business Date: 14 October 2015
Subject: Preliminary and Final Subdivision Plat Applications for Plat M-1 for 30 residential lots at Independence at the Point
Staff Presentation: Grant Crowell, City Planner
Applicant Presentation: Nate Shipp, 4 Independence, LLC - Applicant

RECOMMENDATION:

To approve the Preliminary and Final Subdivision Plat Applications for Plat M-1 at Independence at the Point as recommended by the Planning Commission on October 7, 2015.

BACKGROUND AND CONDITIONS OF APPROVAL:

Subject to the DRC staff's recommendations, the proposed applications meet the City requirements for Preliminary and Final Plat approval as outlined in the Bluffdale City Subdivision Ordinance, the Mixed Use zoning district ordinance, and the contractual requirements of the Independence at the Point Development Agreement (DA).

DRC Staff recommends that the Planning Commission forward a positive recommendation to the City Council for the Independence at the Point Preliminary and Final Plat M-1 subject to the following conditions:

1. That all requirements of the City Code, adopted ordinances, and the Independence at the Point Development Agreement are met and adhered to the proposed plat.
2. That the plat comply with the Bluffdale City Engineering Standards and Specifications and recommendations by the City Engineer and Public Works Department for all relevant construction and plat drawings prior to the plat recording.
3. That the City requires written evidence from the Salt Lake County Flood Control District that a flood control permit has been issued for any discharges planned by the above referenced subdivision into the East Jordan Canal prior to the recordation of the final plat.
4. That for each building permit submittal, the City requires a certification in the form of a grading and drainage plan for each lot, stamped and certified by a professional engineer. This should be submitted with the site plan and building permit. No building permit shall be issued without this.
5. That after construction, before a certificate of occupancy is issued, the builder shall submit a certification by a Professional Civil Engineer that the lot was actually graded according to the initial engineered plan and that no construction has interfered with that plan.
6. That the project adheres to all requirements of the International Fire Code.
7. That all building permit submittals for homes have written or stamped approval from the Independence Development Review Committee, pursuant to the requirements of the DA prior to being submitted to the City.
8. That the City Staff receive, review and approve an updated Street Tree Plan for all phases of the Independence project west of Noell Nelson Drive prior to the recordation of the plat.
9. That all street trees shall be installed in the parkstrips prior to the issuance of a certificate of occupancy for all dwellings in accordance with the approved Street Tree Plan and all parkstrip landscaping irrigation and maintenance is the responsibility of adjacent property owner.
10. That the City Staff receive, review and approve the final layout and design of the trail system, landscaping, and open space identified on the plat.

PREVIOUS LEGISLATIVE/CITY ACTIONS:

- March 11, 2015: Amendment to the Comprehensive Land Use Master Plan exhibit to the DA.

SUPPORTING DOCUMENTS

- Staff report to Planning Commission, with 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
30 September 2015

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

Re: Independence at the Point Preliminary and Final Plat M-1

Application No.: 2015-45
Applicant(s): 4 Independence, LLC
Project Location: Approximately 15205 South 1085 West
General Plan: Mixed Use
Zoning: Mixed Use* (as modified by the Independence at the Point Development Agreement specific provisions, as amended)
Acreage: 8.22 acres
Lots: 30 Single-family
Open Space: .68 acres
Request: Recommendation of Preliminary and Final Plats for 30 single family residential lots, associated streets, and open space within the Independence at the Point project.

SUMMARY

Summary. Subject to the DRC staff's recommendations, the proposed applications meet the City requirements for preliminary and final plat approval as outlined in the Bluffdale City Subdivision Ordinance, the Mixed Use zoning district ordinance, and the contractual requirements of the Independence at the Point Development Agreement (DA). A Major Change Application was recommended by the Planning Commission on February 18, 2015 and approved by the City Council on March 11, 2015 to amend the Comprehensive Land Use Master Plan exhibit to the DA which includes the area for the proposed plat.

ANALYSIS

Anticipated Uses and Layout. Plat M-1 provides the layout of 30 single family lots and associated streets to be dedicated to the City. The streets provide for a 60' right-of-way with 10' parkstrips and 5' sidewalks. Parcel A is .68 acres of open space. The lots and streets meet all the requirements of the DA and the land use ordinances of the City.

Trail Connection. The Open Space & Primary Trails Master Plan identifies a trail connection on the western perimeter of the property boundary as part of the overall project trail system. The dedication of this open space area to the City and complete design of the trail and open space will be reviewed by the City at a later date. The developer is currently working with the City to evaluate the future reimbursement schedule for parks and trails in the overall project in accordance with the DA.

Setbacks and Driveways. Proposed setbacks for the lots are adequate and meet the minimum project standards for lots as identified in the DA.

Street Trees. A revised Street Tree Plan is being prepared by the developer and will require review by City Staff for final approval. A condition of approval for the plat shall be for Staff to receive a revised plan for street trees prior to

certificate of occupancy for any buildings. The trees identified on the Street Tree Plan will be installed and maintained by the adjacent property owner.

Adequate Public Facilities and Infrastructure. All adequate public facilities will be created with the project construction for this plat.

DRC REVIEW AND COMMENTS

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

City Engineer. All requirements by the City Engineer and Public Works Department for design and construction of all subdivisions are subject to the Bluffdale City Engineering Standards and Specifications. The conditions of City Engineer are provided listed in the conditions of approval.

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

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

DRC STAFF RECOMMENDATION

DRC Staff recommends that the Planning Commission forward a positive recommendation to the City Council for the Independence at the Point Preliminary and Final Plat M-1 subject to the following conditions:

1. That all requirements of the City Code, adopted ordinances, and the Independence at the Point Development Agreement are met and adhered to the proposed plat.
2. That the plat comply with the Bluffdale City Engineering Standards and Specifications and recommendations by the City Engineer and Public Works Department for all relevant construction and plat drawings prior to the plat recording.
3. That the City requires written evidence from the Salt Lake County Flood Control District that a flood control permit has been issued for any discharges planned by the above referenced subdivision into the East Jordan Canal prior to the recordation of the final plat.
4. That for each building permit submittal, the City requires a certification in the form of a grading and drainage plan for each lot, stamped and certified by a professional engineer. This should be submitted with the site plan and building permit. No building permit shall be issued without this.
5. That after construction, before a certificate of occupancy is issued, the builder shall submit a certification by a Professional Civil Engineer that the lot was actually graded according to the initial engineered plan and that no construction has interfered with that plan.
6. That the project adheres to all requirements of the International Fire Code.
7. That all building permit submittals for homes have written or stamped approval from the Independence Development Review Committee, pursuant to the requirements of the DA prior to being submitted to the City.
8. That the City Staff receive, review and approve an updated Street Tree Plan for all phases of the Independence project west of Noell Nelson Drive prior to the recordation of the plat.
9. That all street trees shall be installed in the parkstrips prior to the issuance of a certificate of occupancy for all dwellings in accordance with the approved Street Tree Plan and all parkstrip landscaping irrigation and maintenance is the responsibility of adjacent property owner.
10. That the City Staff receive, review and approve the final layout and design of the trail system, landscaping, and open space identified on the plat.

MODEL MOTION

Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Independence at the Point Preliminary and Final Plat M-1 application 2015-45, subject to the conditions and based on the findings presented in the staff report dated September 30, 2015, (or as modified by the conditions below):”

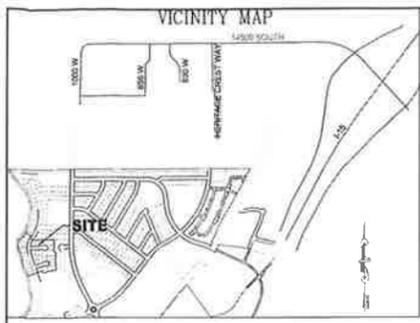
1. List any additional findings and/or conditions...

Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Independence at the Point Preliminary and Final Plat M-1 application 2015-45, based on the following findings:”

1. List all findings for denial...

INDEPENDENCE AT THE POINT, PLAT "M-1"

LOCATED IN THE NORTHWEST 1/4 OF SECTION 14,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
BLUFFDALE CITY, SALT LAKE COUNTY, UTAH



NORTHWEST CORNER OF SECTION 14, T4S, R1W, S.L.B.&M. (SALT LAKE COUNTY MONUMENT)

C1
NORTHEAST CORNER OF SECTION 14, T4S, R1W, S.L.B.&M. (SALT LAKE COUNTY MONUMENT)

C2
NORTH 1/4 CORNER OF SECTION 14, T4S, R1W, S.L.B.&M. (SALT LAKE COUNTY MONUMENT)

SURVEYOR'S CERTIFICATE
I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 630734 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS INDEPENDENCE AT THE POINT, PLAT "M-1", AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION
A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 889°32'53"W ALONG THE SECTION LINE 310.08 FEET AND SOUTH 1207.40 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING 889°45'54"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/4 CORNER OF SECTION 14, T4S, R1W, S.L.B.&M.); THENCE 50°48'27"W 160.00 FEET; THENCE 54°05'38"E 71.64 FEET; THENCE 52°49'30"E 53.59 FEET; THENCE 57°11'38"W 242.09 FEET; THENCE 116°50'53"W 36.86 FEET; THENCE 57°10'07"W 90.00 FEET; THENCE 56°17'22"W 60.03 FEET; THENCE 57°10'07"W 124.80 FEET TO A POINT 33.00 FEET EAST FROM THE CENTERLINE OF THE EAST JORDAN CANAL, THENCE ALONG A LINE 33.00 FEET PARALLEL TO SAID CANAL CENTERLINE THE FOLLOWING SEVEN (7) COURSES, ALSO THE ARC OF A 458.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: 568°12'16"W) TO THE LEFT 117.30 FEET THROUGH A CENTRAL ANGLE OF 14°41'10" (CHORD: 162°50'17"W 117.07 FEET); THENCE ALONG THE ARC OF A 192.00 FOOT RADIUS CURVE TO THE RIGHT 83.80 FEET THROUGH A CENTRAL ANGLE OF 27°59'21" (CHORD: 162°20'07"W 92.87 FEET); THENCE N8°29'21"W 109.00 FEET; THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT 27.41 FEET THROUGH A CENTRAL ANGLE OF 10°26'11" (CHORD: N13°34'27"W 27.37 FEET); THENCE N16°48'32"W 177.80 FEET; THENCE ALONG THE ARC OF A 117.00 FOOT RADIUS CURVE TO THE RIGHT 114.50 FEET THROUGH A CENTRAL ANGLE OF 56°04'20" (CHORD: N9°13'38"E 109.99 FEET); THENCE N37°15'48"E 187.96 FEET; THENCE S82°31'35"E 117.87 FEET; THENCE ALONG THE ARC OF A 608.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N52°45'38"W) TO THE RIGHT 16.11 FEET THROUGH A CENTRAL ANGLE OF 1°31'03" (CHORD: S37°59'55"W 16.11 FEET); THENCE ALONG THE ARC OF A 317.00 FOOT RADIUS CURVE TO THE LEFT 19.03 FEET THROUGH A CENTRAL ANGLE OF 3°26'21" (CHORD: S57°02'18"W 19.02 FEET); THENCE S54°40'52"E 60.00 FEET; THENCE N89°54'31"E 368.00 FEET TO THE POINT OF BEGINNING.
CONTAINS .8822 ACRES

CURVE TABLE

| CURVE | RADIUS | DELTA | LENGTH | CHORD |
|-------|--------|-----------|--------|--------------------|
| C1 | 317.00 | 54°10'00" | 299.69 | S8°14'08"W 288.65 |
| C2 | 317.00 | 9°08'19" | 50.56 | S34°11'19"W 50.51 |
| C3 | 317.00 | 11°36'40" | 64.24 | S23°48'50"W 64.13 |
| C4 | 317.00 | 12°37'20" | 69.84 | S11°41'49"W 69.69 |
| C5 | 317.00 | 5°27'19" | 30.18 | S2°39'30"W 30.17 |
| C6 | 317.00 | 13°02'17" | 72.14 | S8°35'18"E 71.96 |
| C7 | 317.00 | 5°44'26" | 31.76 | S15°58'39"E 31.75 |
| C8 | 297.00 | 25°25'34" | 114.05 | S22°38'31"W 113.12 |
| C9 | 5.00 | 99°53'34" | 8.72 | S40°03'13"E 7.85 |
| C10 | 5.00 | 96°05'00" | 8.38 | S41°57'30"W 7.44 |
| C11 | 297.00 | 12°45'53" | 57.26 | S12°27'58"E 57.14 |
| C12 | 35.00 | 40°07'06" | 24.51 | N89°56'25"E 24.01 |
| C13 | 35.00 | 30°26'26" | 18.60 | N74°46'47"E 18.38 |
| C14 | 35.00 | 9°40'43" | 5.91 | N54°43'13"E 5.91 |
| C15 | 50.00 | 26°14'18" | 227.10 | N0°00'00"E 76.47 |
| C16 | 50.00 | 5°31'45" | 60.20 | S78°38'43"W 48.12 |
| C17 | 50.00 | 4°08'23" | 41.15 | N49°00'43"W 40.00 |
| C18 | 50.00 | 01°07'57" | 53.35 | N5°07'57"E 50.85 |
| C19 | 50.00 | 40°58'29" | 35.70 | N56°11'09"E 35.00 |
| C20 | 50.00 | 53°28'45" | 46.84 | S70°36'14"E 44.97 |
| C21 | 35.00 | 40°07'09" | 24.51 | N89°56'25"W 24.01 |
| C22 | 35.00 | 14°55'13" | 9.11 | N57°20'26"W 9.09 |
| C23 | 35.00 | 25°11'56" | 15.39 | N77°24'02"W 15.27 |
| C24 | 5.00 | 90°00'00" | 7.85 | N83°50'53"W 7.07 |
| C25 | 330.00 | 5°12'22" | 29.88 | S73°45'18"W 29.97 |

CURVE TABLE

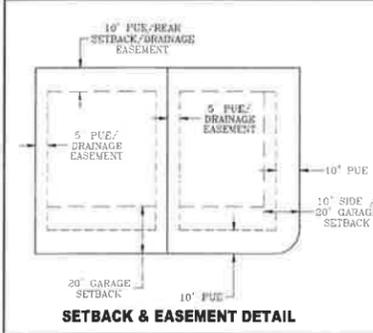
| CURVE | RADIUS | DELTA | LENGTH | CHORD |
|-------|--------|-----------|--------|--------------------|
| C26 | 35.00 | 35°38'17" | 21.75 | N56°33'21"E 21.40 |
| C27 | 35.00 | 5°00'10" | 3.06 | N73°51'24"E 3.06 |
| C28 | 35.00 | 30°36'06" | 18.89 | N56°03'16"E 18.47 |
| C29 | 50.00 | 25°39'34" | 226.60 | N9°25'01"W 76.80 |
| C30 | 50.00 | 54°08'19" | 47.24 | S57°49'22"W 45.51 |
| C31 | 50.00 | 48°28'45" | 40.56 | N61°52'06"W 39.46 |
| C32 | 50.00 | 53°29'15" | 46.86 | N11°53'06"W 46.00 |
| C33 | 50.00 | 68°44'02" | 58.24 | N48°13'32"E 55.00 |
| C34 | 50.00 | 38°49'13" | 33.86 | S78°59'50"E 33.23 |
| C35 | 35.00 | 46°24'02" | 28.34 | N82°47'15"W 27.58 |
| C36 | 270.00 | 2°51'37" | 13.48 | S72°34'56"W 13.48 |
| C37 | 5.00 | 90°00'00" | 7.85 | S26°08'07"W 7.07 |
| C38 | 300.00 | 14°42'02" | 76.97 | S78°30'08"W 76.78 |
| C39 | 287.00 | 20°30'15" | 102.71 | S8°35'45"E 102.16 |
| C40 | 287.00 | 33°39'48" | 168.82 | S16°29'15"W 168.20 |
| C41 | 287.00 | 54°10'00" | 271.33 | S8°14'08"W 261.33 |

LINE TABLE

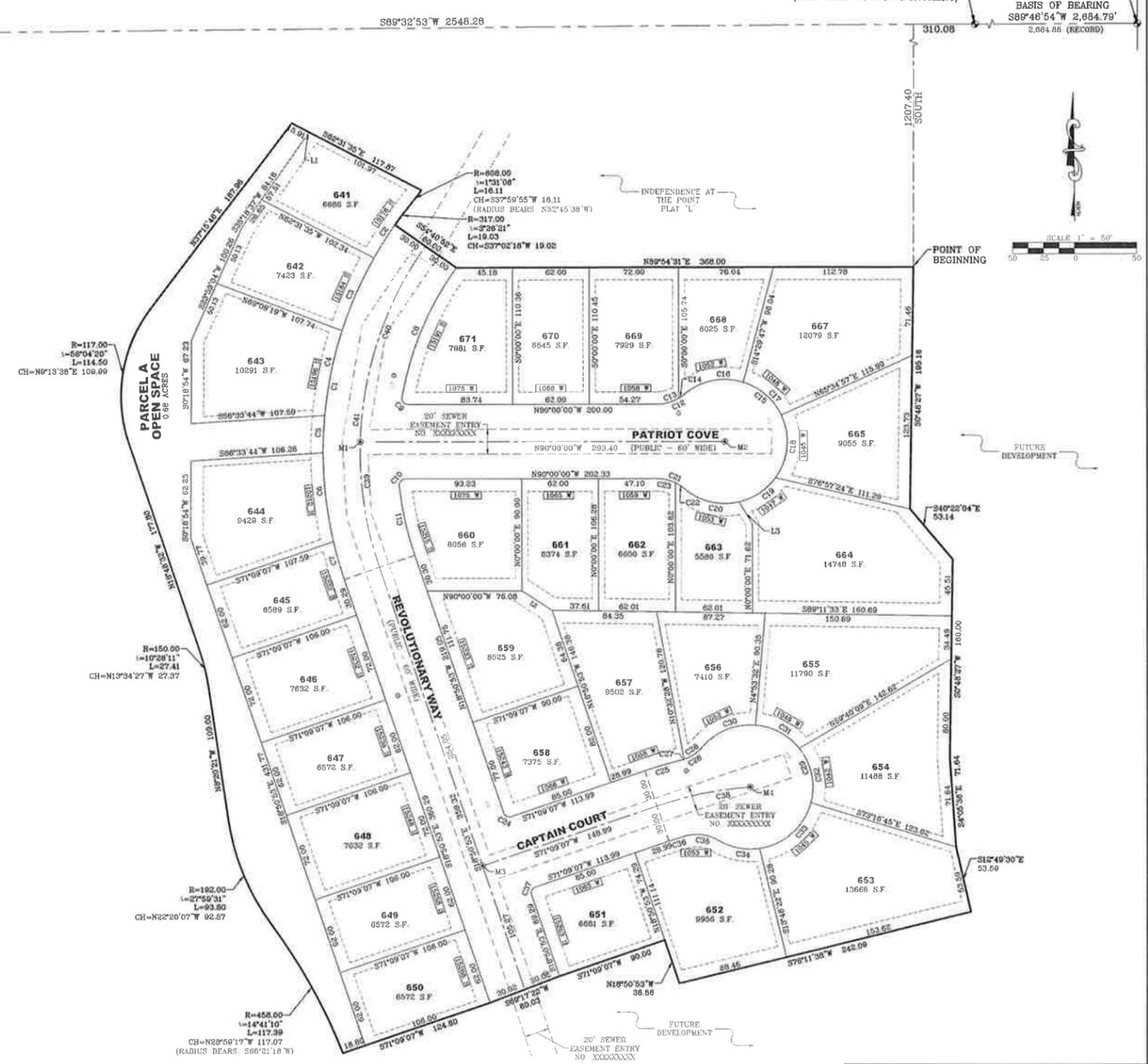
| LINE | DIRECTION | LENGTH |
|------|-------------|--------|
| L1 | S38°09'54"W | 9.13 |
| L2 | N57°09'17"W | 29.04 |
| L3 | N30°50'45"W | 20.88 |

MONUMENT TABLE

| MONUMENT | DESCRIPTION |
|----------|---------------------|
| M1 | N 8639.03 E 0559.98 |
| M2 | N 8636.05 E 6833.38 |
| M3 | N 8897.81 E 6657.33 |
| M4 | N 8361.04 E 6873.54 |
| C1 | N 10.000 E 10.000 |
| C2 | N 9992.77 E 7315.23 |



- NOTES:**
- SEE LOT DETAIL FOR BUILDING SETBACKS AND PUBLIC UTILITY EASEMENTS (P.U.E.)
 - ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS, AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES THE EASEMENT SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS, AND ASSIGNS
 - 5/8 REBAR & CAP TO BE SET AT ALL LOT CORNERS
 - NAIL AND WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES
 - TYPE II MONUMENT (ALUMINUM CAP & REBAR) TO BE SET
 - BUILDING PERMITS WILL BE LIMITED TO 30 HOMES UNTIL A SECOND ACCESS MERGING BLUFFDALE CITY STANDARDS IS CONSTRUCTED.
 - ☉ FIRE HYDRANT
 - ☉ STREET LIGHT
 - ALL STREET TREES SHALL BE INSTALLED IN THE PARKSTRIP PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ALL DWELLINGS IN ACCORDANCE WITH THE APPROVED STREET TREE PLAN
 - ALL PARKSTRIP IRRIGATION, LANDSCAPE, AND MAINTENANCE IS THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER AS REQUIRED BY 4.2.4.2 & 4.2.4.3 OF THE C&R'S FOR INDEPENDENCE AT THE POINT



OWNERS DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS: INDEPENDENCE AT THE POINT, PLAT "M-1", DO HEREBY DEDICATE FOR PERPETUAL USE OF ALL THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE
IN WITNESS WHEREOF HAVE HEREUNTO SET THIS DAY OF _____ A.D., 2015

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT
STATE OF UTAH
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, _____ A LIMITED LIABILITY COMPANY, THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSE THEREIN
WINDY DANSIE, COMMISSION NO. 660677
NOTARY PUBLIC COMMISSIONED IN UTAH
MY COMMISSION EXPIRES ON NOVEMBER 19, 2016

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT
STATE OF UTAH
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, _____ A LIMITED LIABILITY COMPANY, THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSE THEREIN
WINDY DANSIE, COMMISSION NO. 660677
NOTARY PUBLIC COMMISSIONED IN UTAH
MY COMMISSION EXPIRES ON NOVEMBER 19, 2016

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT
STATE OF UTAH
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, _____ A LIMITED LIABILITY COMPANY, THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSE THEREIN
WINDY DANSIE, COMMISSION NO. 660677
NOTARY PUBLIC COMMISSIONED IN UTAH
MY COMMISSION EXPIRES ON NOVEMBER 19, 2016

UTILITY EASEMENT DEDICATION
I, INDEPENDENCE LLC, OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER ACROSS AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS COMMON AND OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERREAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD THAT IF IT BECOMES NECESSARY TO RELOCATE SAID UTILITIES AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COSTS AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUESTING OR REQUESTING THE SAME.

PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____, 2015 BY THE BLUFFDALE CITY PLANNING COMMISSION
CHAIR, BLUFFDALE CITY PLANNING COMMISSION

CITY COUNCIL
PRESENTED TO BLUFFDALE CITY COUNCIL THIS _____ DAY OF _____, 2015, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED
ATTEST: CITY RECORDER _____ MAYOR, BLUFFDALE, UTAH

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2015.
BLUFFDALE CITY ATTORNEY

PLAT "M-1"
INDEPENDENCE AT THE POINT
SUBDIVISION
BLUFFDALE, SALT LAKE COUNTY, UTAH
SCALE 1" = 50 FEET
RECORDED
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
DATE _____ TIME _____ BOOK _____ PAGE _____
PEE \$ _____ SALT LAKE COUNTY RECORDER

QUESTAR APPROVAL
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONTINUING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS 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 1-800-366-5536.
APPROVED THIS _____ DAY OF _____, 20____
QUESTAR GAS COMPANY
BY: _____
TITLE: _____

ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____, 2015.
SOUTH VALLEY SEWER DISTRICT
APPROVED THIS _____ DAY OF _____, 2015.
DIRECTOR, SOUTH VALLEY SEWER DISTRICT

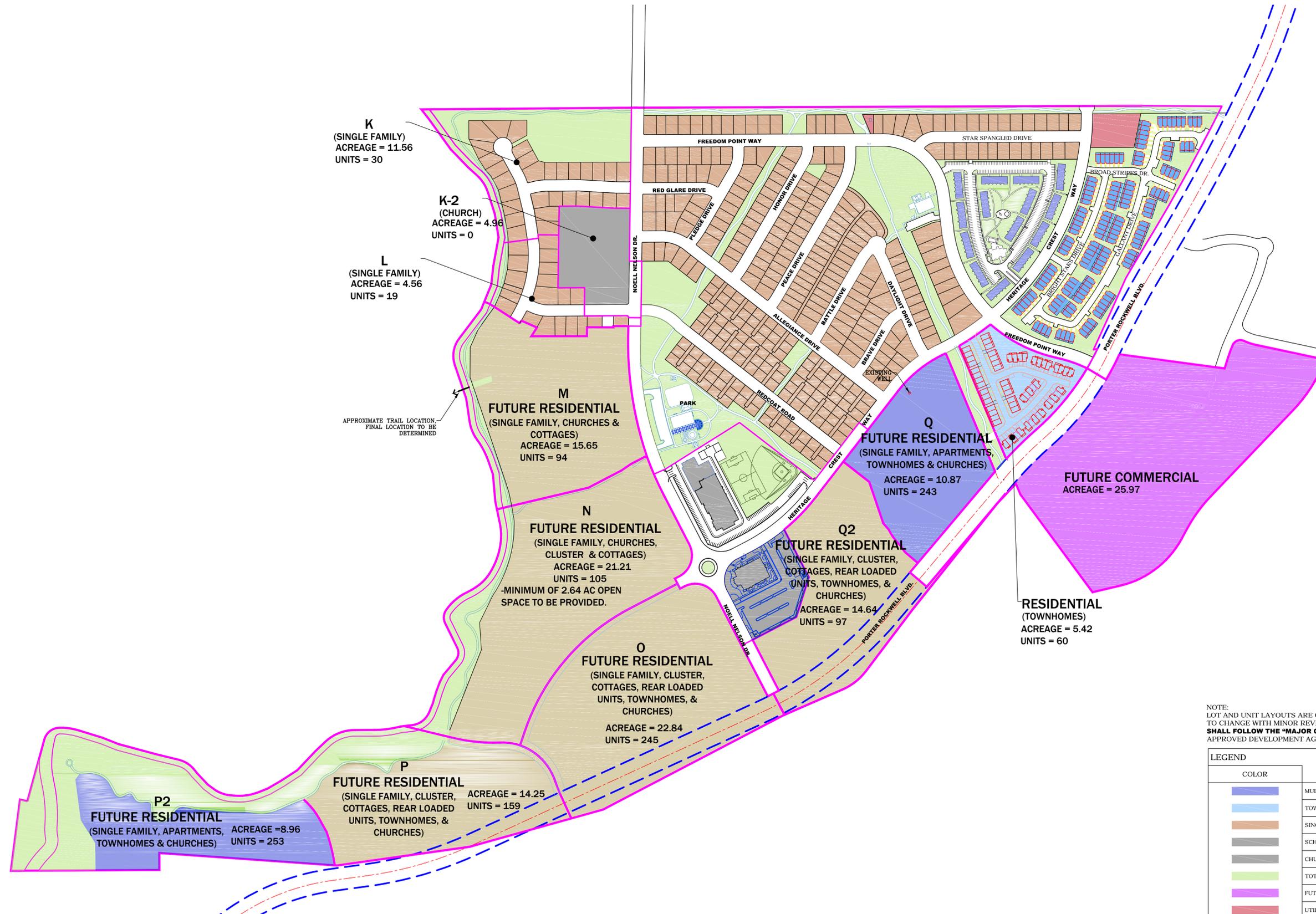
COMCAST
APPROVED THIS _____ DAY OF _____, 2015.
CENTURY LINK
APPROVED THIS _____ DAY OF _____, 2015.

BLUFFDALE ENGINEERING DEPARTMENT
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE
DATE _____ CITY ENGINEER _____
BOARD OF HEALTH
APPROVED THIS _____ DAY OF _____, 2015.
S. L. VALLEY HEALTH DEPARTMENT



COMPREHENSIVE LAND USE MASTER PLAN

3-11-2015



NOTE:
LOT AND UNIT LAYOUTS ARE GENERAL AND SCHEMATIC AND ARE SUBJECT TO CHANGE WITH MINOR REVISIONS. SUBSTANTIAL CHANGES TO THIS PLAN SHALL FOLLOW THE "MAJOR CHANGE" PROCESS AS OUTLINED IN THE APPROVED DEVELOPMENT AGREEMENT.

| LEGEND | | | |
|--------------------|--------------------|-------|-------------|
| COLOR | USE | ACRES | UNITS |
| [Blue] | MULTI FAMILY | 32.90 | 664 |
| [Light Blue] | TOWNHOMES | 18.98 | 212 |
| [Brown] | SINGLE FAMILY | 46.44 | 392 |
| [Grey] | SCHOOL | 7.16 | 0 |
| [Dark Grey] | CHURCH | 7.87 | 0 |
| [Green] | TOTAL OPEN SPACE * | 81.02 | 0 |
| [Purple] | FUTURE COMMERCIAL | 25.97 | 0 |
| [Red] | UTILITY | 1.08 | 0 |
| [Tan] | FUTURE RESIDENTIAL | 82.91 | 700 |
| TOTAL UNITS | | | 1968 |

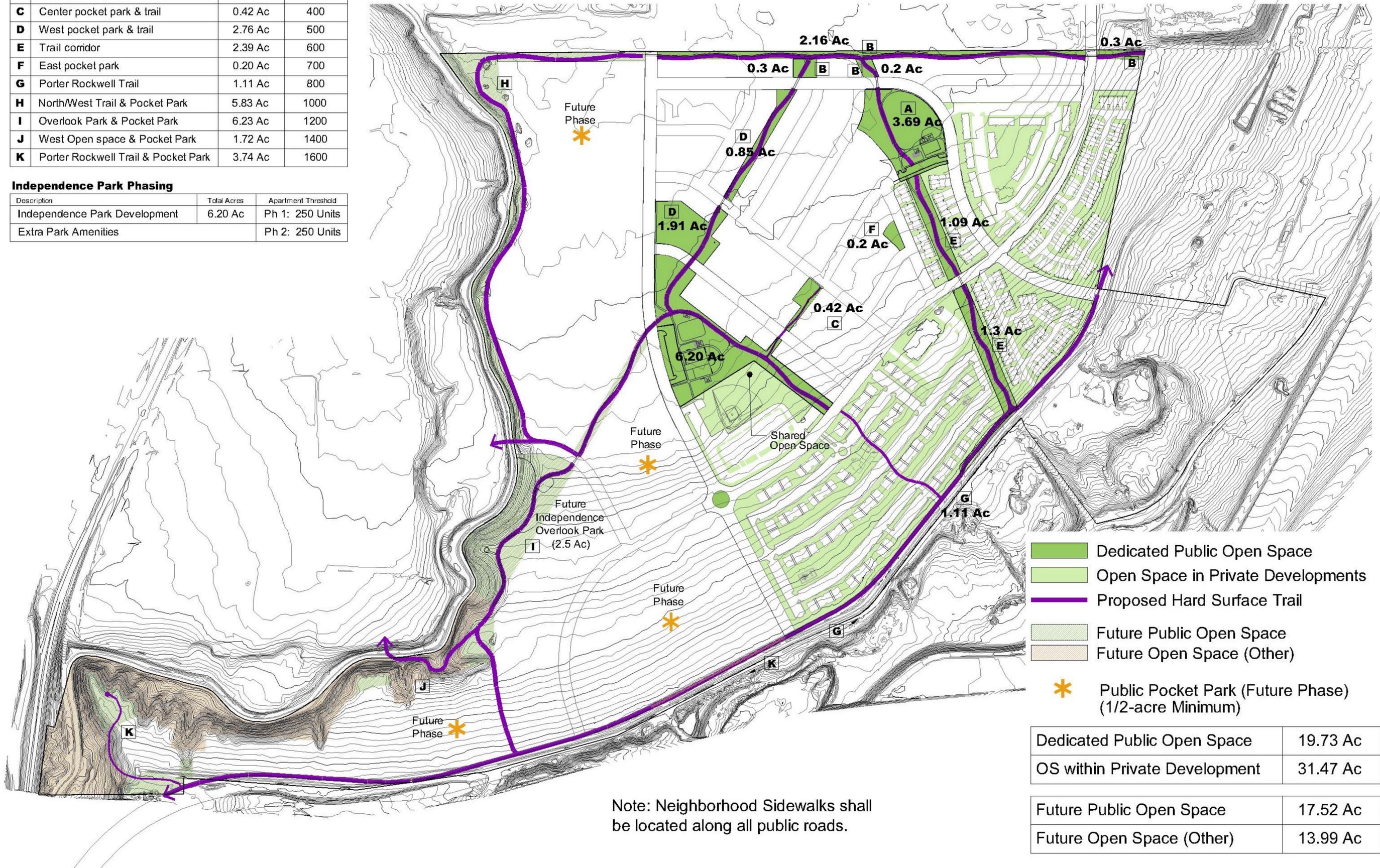
* SEE MASTER PLAN - OPEN SPACE & PRIMARY TRAILS EXHIBIT.

Public Open Space Phasing for Reimbursement Analysis

| Area | Description | Total Acres | Building Permit Threshold |
|------|-------------------------------------|-------------|---------------------------|
| A | Mount Jordan Park | 3.69 Ac | 300 |
| B | North pocket parks & trail | 2.96 Ac | 300 |
| C | Center pocket park & trail | 0.42 Ac | 400 |
| D | West pocket park & trail | 2.76 Ac | 500 |
| E | Trail corridor | 2.39 Ac | 600 |
| F | East pocket park | 0.20 Ac | 700 |
| G | Porter Rockwell Trail | 1.11 Ac | 800 |
| H | North/West Trail & Pocket Park | 5.83 Ac | 1000 |
| I | Overlook Park & Pocket Park | 6.23 Ac | 1200 |
| J | West Open space & Pocket Park | 1.72 Ac | 1400 |
| K | Porter Rockwell Trail & Pocket Park | 3.74 Ac | 1600 |

Independence Park Phasing

| Description | Total Acres | Apartment Threshold |
|-------------------------------|-------------|---------------------|
| Independence Park Development | 6.20 Ac | Ph 1: 250 Units |
| Extra Park Amenities | | Ph 2: 250 Units |



Note: Neighborhood Sidewalks shall be located along all public roads.

Agenda Item 10

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING THE GRANT OF EASEMENTS TO THE SOUTH VALLEY SEWER DISTRICT, CONTINGENT UPON FIRST RECEIVING A RELEASE OF CONSERVATION EASEMENT.

WHEREAS the City of Bluffdale (“City”) owns land located at approximately 15000 South 1300 West;

WHEREAS the South Valley Sewer District (“District”) is constructing a sewer line project in the vicinity;

WHEREAS the District has requested a permanent and temporary construction easements for the sewer line project to cross the City’s property;

WHEREAS the City’s property is encumbered by a conservation easement, on file in the Office of the Salt Lake County Recorder, dated May 26, 2004, Entry No. 9105612, Book 9007, Page 6162, which conservation easement restricts some of the uses to which the property may be put;

WHEREAS the City finds that granting the easements furthers the public health, welfare, and safety;

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

Section 1. Authorization to Execute Easements. The City Council hereby authorizes the City Manager to execute an Easement and a Temporary Construction Easement in favor of the South Valley Sewer District, in substantially the same or similar form attached hereto, contingent upon first receiving an unequivocal Release of Conservation Easement from the holder of the conservation easement.

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

PASSED AND APPROVED: October 14, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

| Voting by the City Council: | Yes | No |
|-----------------------------|-------|-------|
| Councilmember Jackson | _____ | _____ |
| Councilmember Kartchner | _____ | _____ |
| Councilmember Lemery | _____ | _____ |
| Councilmember Nielsen | _____ | _____ |
| Councilmember Westwood | _____ | _____ |

WHEN RECORDED MAIL TO:

Craig L. White, General Manager
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

GRANTOR: 33-14-100-011
PARCEL ID # Bluffdale City
(15000 South Project)
Page 1 of 4

TEMPORARY CONSTRUCTION EASEMENT

A thirty (30) foot wide temporary access easement located in the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTOR(S) hereby grant, convey and set over unto the South Valley Sewer District, a political subdivision of the State of Utah, as GRANTEE, its successors and assigns, a temporary right-of-way and easement for the purpose of constructing laying, installing, repairing and replacing sewer pipelines, manholes, laterals and other sewer collection and transmission structures and facilities, hereinafter called Facilities, which are located in Salt Lake County, State of Utah, over and through a portion of the GRANTOR'S property lying within a strip, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said GRANTEE, for use by the GRANTEE and its contractors and designees, for the purposes of set forth herein, for a temporary period until construction of the Facilities has been completed. This Temporary Construction Easement shall terminate upon the completion of all such construction activities.

The right-of-way and easement shall be binding upon the successors and assigns of the GRANTOR(S) and the GRANTEE and may be assigned in whole or in part by GRANTEE. The contractor performing the work shall restore all property through which the work traverses to as near it original condition as reasonably possible.

IN WITNESS WHEREOF, the GRANTOR(S) has executed this right-of-way and Easement as of the ____ day of _____, 20__.

GRANTOR(S)

for the City of Bluffdale

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20 __, personally appeared before me _____, who being duly sworn, did say that he is the _____, of the **City of Bluffdale**, a governmental entity, and that said instrument was signed in behalf of the city by authority of its City Council and acknowledged to me that the City executed the same.

Notary Public

My Commission Expires: _____

Residing in: _____

EXHIBIT A

A temporary construction easement being part of an entire tract situated in Sections 14 and 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement is described as follows:

Beginning at a point being South $00^{\circ}20'52''$ West along the section line 414.15 feet and East 212.68 feet from the Northwest Corner of said Section 14; thence South $62^{\circ}21'48''$ East 18.05 to Jordan and Salt Lake Canal's west property line; thence along a 532.88 foot radius curve to the left 30.04 feet (chord bears: South $30^{\circ}30'58''$ West 30.04 feet) along said property line; thence North $62^{\circ}21'48''$ West 46.54 feet; thence North $27^{\circ}38'12''$ East 444.73; thence North $59^{\circ}38'54''$ West 6.10 feet; thence South $89^{\circ}52'55''$ West 500.54 feet; thence North $52^{\circ}25'56''$ West 48.83 feet to the Grantor's north property line and to a section line; thence North $89^{\circ}39'41''$ East 168.55 feet along said property line and said section line to the Northwest Corner of said Section 14; thence North $89^{\circ}57'25''$ East 378.80 feet along said property line and said section line; thence South $59^{\circ}38'54''$ East 42.88 feet; thence South $27^{\circ}38'12''$ West 443.34 feet to the point of beginning.

Contains 30,863 square feet (0.71 acres), more or less.

Also beginning at a point on the Jordan and Salt Lake Canal's east property line, said point being South $00^{\circ}20'52''$ West along the section line 453.24 feet and East 287.58 feet from the Northwest Corner of said Section 14; thence South $62^{\circ}21'48''$ East 93.24 feet to the Grantor's east property line; thence South $25^{\circ}31'43''$ West 30.02 feet along said property line; thence North $62^{\circ}21'48''$ West 96.07 feet to the Jordan and Salt Lake Canal's east property line; thence along a 466.88 foot radius curve to the right 30.05 feet (chord bears: North $30^{\circ}55'26''$ East 30.05 feet) along said property line to the point of beginning.

Contains 2,845 square feet (0.07 acres), more or less.

EXHIBIT A Continued

UTAH POWER & LIGHT COMPANY
33-11-300-035

NW COR SEC 14
T4S, R1W, SLB&M

UTAH TRANSIT AUTHORITY
33-14-100-012

1300 WEST

PROPERTY
LINE (TYP)

BLUFFDALE CITY
33-14-100-011

N 00°03'33" W 2678.62' (ARP)
S 00°20'52" W 2677.97' BASIS OF BEARING
414.15'

SEWER EASEMENT (TYP)
20' WIDE
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT (TYP)

PROPOSED
SEWER LINE

JORDAN AND
SALT LAKE CANAL

P.O.B.

EAST
212.68'
453.24'
EAST
287.58'

P.O.B.

CANAL PROPERTY
LIMITS (TYP)

JORDAN RIVER

WEST 1/4 COR SEC 14
T4S, R1W, SLB&M

CANAL
CENTER
LINE

DAI INVESTMENTS LLC
33-14-100-005

UTA
UPRR

P:\South Valley Sewer District\060-15-02 1300 West Sewer\2.0 - Design Phase\2.7 Drawings\Easements\Bluffdale City Property_Temp.Construction Easement_8-5-15.dwg Aug07.2015 - 3:00pm

GRANTOR: BLUFFDALE CITY
PARCEL I.D.#: 33-14-100-011
CONTAINS: 0.78 ACRES

SOUTH VALLEY SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN
SEC. 14 & SEC. 15, T. 4 S., R. 1 W.
SALT LAKE BASE & MERIDIAN, U.S. SURVEY

**Bowen Collins
& Associates, Inc.**
CONSULTING ENGINEERS



SCALE: 1"=100'

| | | |
|-----------------|------------------------------|-----------------|
| DRAWN: SM | CHECKED: BP | APPROVED: BP |
| DATE: 8-5-15 | PROJECT NUMBER: 060-15-02 | PAGE 2 OF 2 |

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

PARCEL I.D.# 33-14-100-011
GRANTOR: Bluffdale City
(15000 South Project)
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northwest Quarter of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 0.26 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this _____ day of _____, 20__.

GRANTOR(S)

for the City of Bluffdale

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being duly sworn, did say that he is the _____, of the **City of Bluffdale**, a governmental entity, and that said instrument was signed in behalf of the city by authority of its City Council and acknowledged to me that the City executed the same.

Notary Public

My Commission Expires: _____

Residing in: _____

EXHIBIT A

A sewer easement being part of an entire tract situated in Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement is described as follows:

Beginning at a point being South $00^{\circ}20'52''$ West along the section line 414.15 feet and East 212.68 feet from the Northwest Corner of said Section 14; thence North $27^{\circ}38'12''$ East 443.34; thence North $59^{\circ}38'54''$ West 42.88 feet to Grantor's north property line and to a section line; thence North $89^{\circ}57'25''$ East 39.53 feet along said property and section lines; thence South $59^{\circ}38'54''$ East 27.86 feet; thence South $27^{\circ}38'12''$ West 442.41 feet to the Jordan and Salt Lake Canal's west property line; thence along a 532.88 foot radius curve to the left 20.10 feet (chord bears: South $33^{\circ}12'42''$ West 20.10 feet) along said property line; thence North $62^{\circ}21'48''$ West 18.05 feet to the point of beginning.

Contains 9,745 square feet (0.22 acres), more or less.

Also beginning at a point on the Jordan and Salt Lake Canal's east property line, said point being South $00^{\circ}20'52''$ West along the section line 453.24 feet and East 287.58 feet from the Northwest Corner of said Section 14; thence along a 466.88 foot radius curve to the right 20.12 feet (chord bears: North $34^{\circ}00'11''$ East 20.12 feet) along said property line; thence South $62^{\circ}21'48''$ East 90.28 to Grantor's east property line; thence South $25^{\circ}31'43''$ West 20.01 feet along said property line; thence North $62^{\circ}21'48''$ West 93.25 feet to Jordan and Salt Lake Canal's east property line to the point of beginning.

Contains 1,836 square feet (0.04 acres), more or less.

EXHIBIT A Continued

UTAH POWER & LIGHT COMPANY
33-11-300-035

NW COR SEC 14
T4S, R1W, SLB&M

UTAH TRANSIT AUTHORITY
33-14-100-012

1300 WEST

PROPERTY
LINE (TYP)

BLUFFDALE CITY
33-14-100-011

N 00°03'33" W 2678.62' (ARP)
S 00°20'52" W 2677.97' BASIS OF BEARING
414.15'

20' WIDE
SEWER EASEMENT (TYP)

PROPOSED
SEWER LINE

JORDAN AND
SALT LAKE CANAL

P.O.B.

EAST 212.68'
453.24'
EAST 287.58'

CANAL PROPERTY
LIMITS (TYP)

P.O.B.

JORDAN RIVER

WEST 1/4 COR SEC 14
T4S, R1W, SLB&M

CANAL
CENTER
LINE

DAI INVESTMENTS LLC
33-14-100-005

UTA | UPRR

P:\South Valley Sewer District\060-15-02 1300 West Sewer\2.0 - Design Phase\2.7 Drawings\Easements\Bluffdale City Easements\Bluffdale City Property_Sewer Line Easement_8-5-15.dwg Aug07.2015 - 2:55pm

GRANTOR: BLUFFDALE CITY
PARCEL I.D.#: 33-14-100-011
CONTAINS: 0.26 ACRES

SOUTH VALLEY SEWER DISTRICT
SEWER EASEMENT
LOCATED IN
SEC. 14, T. 4 S., R. 1 W.
SALT LAKE BASE & MERIDIAN, U.S. SURVEY

 **Bowen Collins
& Associates, Inc.**
CONSULTING ENGINEERS



SCALE: 1"=100'

| | | |
|-----------------|------------------------------|-----------------|
| DRAWN: SM | CHECKED: BP | APPROVED: BP |
| DATE: 8-5-15 | PROJECT NUMBER: 060-15-02 | PAGE 2 OF 2 |

Agenda Item 11



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

Memo

Date: 10 October 2015

From: Michael Fazio, P.E. 

To: Mark Reid, City Manager
Mayor Timothy
City Council

CC:

RE: Bike Pavement Striping/Markings - Interlocal Cooperation Agreement between Salt Lake County and the City of Bluffdale.

Salt Lake County has a grant program to fund bike facility striping in the County. The City has been successful in the last two years in obtaining two grants. This agreement establishes the terms and conditions for receiving and using the funds as intended by the program. I recommend approving the agreement authorizing the City Manager to enter into an agreement with the County to receive the grant.

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT FOR CERTAIN HIGHWAY PROJECTS.

WHEREAS, pursuant to Utah Code Ann. § 41-1a-1222, Salt Lake County (“County”) has imposed a location option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County;

WHEREAS a portion of those funds are deposited into a First Class Highway Projects Fund, a portion of which shall be used for highway construction, reconstruction and maintenance projects throughout the County;

WHEREAS the County and the City of Bluffdale (“City”) desire to enter into an interlocal agreement to provide for \$20,000 of the revenue to be transferred to the City to be used for certain highway construction, reconstruction, or maintenance projects;

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

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

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

PASSED AND APPROVED: October 14, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council:

Yes No

| | | |
|-------------------------|-------|-------|
| Councilmember Jackson | _____ | _____ |
| Councilmember Kartchner | _____ | _____ |
| Councilmember Lemery | _____ | _____ |
| Councilmember Nielsen | _____ | _____ |
| Councilmember Westwood | _____ | _____ |

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

BLUFFDALE CITY

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this _____ day of _____, 2015, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and Bluffdale City, a municipal corporation of the State of Utah (the "City"). The County and the City are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, the County and the City are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN., along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide a portion of the revenue in the County of the First Class Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain purposes; and

WHEREAS, the County desires to use the revenue to further regional development in Salt Lake County by financing all or a portion of the cost of highway construction, reconstruction and maintenance projects throughout the County in accordance with all other applicable law; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for \$20,000 of the revenue to be transferred to the City to be used for certain highway construction, reconstruction, or maintenance projects.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Revenue – Use. The County and the City hereby agree as follows:

(a) The County agrees to transfer up to Twenty Thousand Dollars (\$20,000, hereinafter referred to as the “Revenue”) to the City. The Revenue shall be used by the City for certain highway construction, reconstruction, or maintenance projects on 2700 West from 14400 South to 15000 South, and on 1400 South from 3200 West to Redwood Road, consistent with Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) The City warrants that it shall use the Revenue transferred to the City by the County pursuant to subparagraph 1(a), above, only to pay for highway construction, reconstruction, or maintenance projects, consistent with Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable federal, state and local laws, rules and regulations.

(c) Payments to the City shall be due thirty (30) days after the County receives an invoice from the City for work performed on the project described in Section 1(a). All invoices from the City shall be submitted to the County no later than June 30, 2016, and the County shall have no obligation to pay the City for invoices submitted later than that date. In no event shall the County’s total payment obligation under this Agreement exceed the amount stated in Section 1(a).

2. Liability and Indemnification.

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

(b) 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, the City’s breach of this Agreement or any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. 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.

3. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the City and the County. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

4. Counterparts. This Agreement may be executed in counterparts by the City and the County.

5. 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 three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: County Mayor
2001 South State, N2100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
2001 South State, S3700
Salt Lake City, Utah 84190

If to the City: Bluffdale City
14350 South 2200 West
Bluffdale, UT 84065

6. County Ethical Standards. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

7. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

8. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

9. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

10. Amendments. 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 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 the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

11. 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 on the earlier of (i) the County's payment of the full amount stated in Section 1(a); or (ii) June 30, 2016.

12. Termination. Except as set forth in Section 11, above, this Agreement may only be terminated by written consent of the County and the City. The disposition of any other real or personal property in the event of termination shall be handled as set forth above in Section 3(e).

13. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

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

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to Form and Legality:
Salt Lake County District Attorney

By _____
Deputy District Attorney
Date _____

BLUFFDALE CITY

By _____
Mayor _____

ATTEST:

City Recorder

Approved as to Form and Legality:

By _____
Bluffdale City Attorney
Date _____

Agenda Item 12



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

Memo

Date: 10 October 2015

From: Michael Fazio, P.E. 

To: Mark Reid, City Manager

Mayor Timothy

City Council

CC:

RE: Planning Grant Agreement – State of Utah, Department of Environmental Quality,
Division of Drinking Water.

The City successfully applied for a \$40,000 grant from the State of Utah Drinking Water Board State Revolving Fund to study the City water distribution system, update the water model, evaluate it and plan for the future city growth. The Planning Grant Agreement defines the conditions and parties responsibilities for distributing and receiving the grant.

This grant will allow the City to better evaluate its water resources and needs and to program water distribution and maintenance to insure the system functions efficiently and economically. The study will evaluate current practices for energy consumption reduction for better proficiency. Hansen, Allen and Luce will be assisting the City to complete the study.

I recommend approving the agreement and authorizing the City manager to enter into this agreement for the City.

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING EXECUTION OF A PLANNING GRANT AGREEMENT.

WHEREAS, pursuant to Title 73, Chapter 10c, Utah Code Annotated 1953, the State of Utah, Department of Environmental Quality, Division of Drinking Water, Drinking Water Board (“Board”) has authorized the City of Bluffdale (“City”) to receive a grant for a drinking water system master plan, including an updated hydraulic model;

WHEREAS the Board has requested the City enter into a Planning Grant Agreement, in the form attached hereto;

WHEREAS the City Council finds that the proposed agreement furthers the public health, welfare, or safety;

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

Section 1. Authorization to Execute Planning Grant Agreement. The City Council hereby authorizes and directs the City Engineer to execute the Planning Grant 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: October 14, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council: Yes No

| | | |
|-------------------------|-------|-------|
| Councilmember Jackson | _____ | _____ |
| Councilmember Kartchner | _____ | _____ |
| Councilmember Lemery | _____ | _____ |
| Councilmember Nielsen | _____ | _____ |
| Councilmember Westwood | _____ | _____ |



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

Alan Matheson
Executive Director

DIVISION OF DRINKING WATER
Kenneth H. Bousfield, P.E.
Director

Drinking Water Board
Paul Hansen, P.E., *Chair*
Betty Naylor, *Vice-Chair*
Brett Chynoweth
Tage Flint
Roger G. Fridal
Brad Johnson
David L. Sakrison
David Stevens, Ph.D.
Mark Stevens, M.D.
Kenneth H. Bousfield, P.E.
Executive Secretary

September 16, 2015

Michael Fazio
Bluffdale City
14350 South 2200 West
Bluffdale, Utah 84065

Dear Mr. Fazio:

Subject: Planning Grant Agreement (System# 18004, SRF# 3F242P).

On September 15, 2015, the Assistant Executive Secretary to the Drinking Water Board authorized a planning grant of \$40,000 to Bluffdale City to complete a drinking water system master plan. The Plan will include an evaluation of the current system and an update to the City's hydraulic model.

Please review the enclosed planning grant agreement between the City and the Drinking Water Board.

If you have any changes that you would like to see in the document you may mark-up the proposed agreement and return it to our office. If not, please fill in any blanks such as dates and Tax ID #, and sign in the spaces so indicated. Please include a project description and scope of work as part of the planning loan agreement.

If you have any questions please contact Julie Cobleigh or myself at 536-4200.

Sincerely,


Michael J. Grange, P.E.
Assistant Executive Secretary

MJG:JC:hb

Enclosures

Cc: Steve Jones, Hansen Allen & Luce, 6771 S 900 E, Midvale, UT 84047

Contract # 3F242P
Amount: \$40,000.00
Grantee: Bluffdale City
Tax ID # -

PLANNING GRANT AGREEMENT
DRINKING WATER BOARD STATE REVOLVING FUND

STATE OF UTAH

Department of Environmental Quality
Division of Drinking Water

This planning grant agreement is entered into by and between the State of Utah, Department of Environmental Quality, Division of Drinking Water, Drinking Water Board (hereinafter the "BOARD") and the

Bluffdale City

an applicant for a planning grant under the Drinking Water Board provisions contained in R309-700-5 of the Utah Administrative Code as authorized by Title 73, Chapter 10c, Utah Code Annotated 1953 (hereinafter the "GRANTEE"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the GRANTEE, the evidence provided by the GRANTEE to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the GRANTEE, the following, that:

1. The GRANTEE is a political subdivision pursuant to Section 73-10c-2(9) of the laws of the State of Utah.
2. The BOARD has determined that a planning grant is necessary to complete the proposed Project as described hereafter as Exhibit-1.
3. The GRANTEE has been authorized by the BOARD pursuant to Section R309-700-5 of the Utah Administrative Code and as authorized by Section 73-10c-4(4) to receive a planning grant.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the GRANTEE.

GENERAL PROVISIONS

1. The BOARD shall provide the GRANTEE the amount of \$40,000.00 (GRANT AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The GRANTEE shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. If work on the Project is not completed by _____ 20__, this planning grant may be canceled by written notice from the BOARD to the GRANTEE. No work completed after receipt of the notice shall be reimbursable.
3. The GRANTEE shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The GRANT AMOUNT shall be deposited with other funds, including other grant monies, necessary to complete the Project into a supervised escrow account at the time this planning grant agreement is executed and shall be disbursed only after all other loan funds have been disbursed on a pro-rata basis with other grant monies. All disbursements from the escrow account must be reviewed and approved in advance by the GRANTEE and the BOARD. Any unused funds remaining in the escrow account upon completion of the Project, limited to the GRANT AMOUNT or a pro-rata share, must be returned to the BOARD. Surplus funds returned to the BOARD shall be applied as a reduction of the GRANT AMOUNT.
5. The GRANTEE shall comply with all laws which normally govern its affairs in regard to contacts, fiscal procedures and procurement procedures.
6. The GRANTEE shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this planning grant agreement by the GRANTEE, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The GRANTEE shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

8. GRANTEE expenditures under this planning grant agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the grant, or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the BOARD by the GRANTEE upon written demand of the BOARD. The GRANTEE further agrees that the BOARD shall have the right to withhold any or all subsequent payments under this or other contracts to GRANTEE until recoupment of overpayment is made.
9. This planning grant agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the GRANTEE, not specifically authorized by this agreement will be allowed by the BOARD.
10. If it is determined that in any manner the planning grant was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the GRANTEE shall pay to the BOARD the amount of all monies and benefits received by the GRANTEE by the BOARD.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 73, Chapter 10, Utah Code Annotated, 1953, as amended, the parties hereto mutually agree to perform this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this day of _____, 20___. This contract will take effect upon approval as evidenced by the appropriate signatures.

GRANTEE

Bluffdale City
14350 South 2200 West
Bluffdale, Utah 84065

By:

Michael Fazio
City Engineer

By:

Wendy Deppe
Treasurer

STATE

APPROVED - DRINKING WATER BOARD

By:

Michael J. Grange, P.E.
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By:

Sheri Witucki

APPROVED - AVAILABILITY OF FUNDS

By:

Division of Finance

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Bluffdale City

PLANNING GRANT

PROJECT DESCRIPTION

Bluffdale City has requested and been approved for a planning grant from the Drinking Water Board. This planning grant is for the cost of preparation of a drinking water system master plan which will include an evaluation of the current system and an update to the City's hydraulic model. To fund this work the Board authorized a planning grant of \$40,000 to the City.

SCOPE OF WORK

(Obtain and insert a copy of the Scope of Work to be approved prior to the release of funds)

Agenda Item 13



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

Memo

Date: 10 October 2015

From: Michael Fazio, P.E. 

To: Mark Reid, City Manager

Mayor Timothy

City Council

CC:

RE: Salt Lake County Park Division – City Fees

The County is building a portion of the Jordan River Park Trail in Bluffdale near Spring View Farms and 14600S. The trail is being realigned to extend next to 1300 West. Lynn Larsen, manager at the Salt Lake County Park Division requested the City to wave any applicable fees related to the construction of the Jordan River Park Trail through the City. This trail is going to enhance the City character and improve it. I recommend waving any City fees related to the construction of this and future segment of the Salt Lake County trail system.

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION APPROVING AN IMPACT FEE WAIVER FOR SALT LAKE COUNTY PERTAINING TO THE CONSTRUCTION OF THE JORDAN RIVER PARKWAY TRAIL.

WHEREAS the City of Bluffdale adopted an impact fee enactment, capital facilities plan, and impact fee facilities plan (Ord. No. 2013-18) pursuant to Title 11, Chapter 36a, of the Utah Code;

WHEREAS, pursuant to the impact fee enactment, an individual who has paid an impact fee may appeal that fee and the City may adjust impact fees imposed under certain circumstances;

WHEREAS Salt Lake County is a governmental entity and the construction of the Jordan River Parkway Trail will not have any appreciable impact on the City's transportation, storm drain, parks, emergency services or water systems;

WHEREAS the City Council has duly considered all the materials submitted by the Applicants;

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

Section 1. Approval of Fee Waiver. The City Council hereby waives all applicable impact, excavation, building permit, and other fees for the construction of the Jordan River Parkway Trail in the City of Bluffdale.

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

PASSED AND APPROVED: October 14, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council: Yes No

| | | |
|-------------------------|-------|-------|
| Councilmember Jackson | _____ | _____ |
| Councilmember Kartchner | _____ | _____ |
| Councilmember Lemery | _____ | _____ |
| Councilmember Nielsen | _____ | _____ |
| Councilmember Westwood | _____ | _____ |