BLUFFDALE CITY COUNCIL
LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD
REDEVELOPMENT AGENCY BOARD
COMBINED MEETING AGENDA
Wednesday, December 08, 2021

Notice is hereby given that the Bluffdale City Council, the Local Building Authority, and the Redevelopment Agency Board will hold a combined meeting Wednesday, December 8, 2021, at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah scheduled to begin promptly at **6:00 p.m.** or as soon thereafter as possible. This meeting will also be broadcast live to the public at: www.bluffdale.com. The public may comment at the meeting or by emailing comments to councilmeetingcomment@bluffdale.com. 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.

WORK SESSION 6:00 P.M. – (The work 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 work session).

1. Roll Call
2. Presentations –
   a. Discussion related to the Point Framework Plan, presenter, Alan Matheson.
   b. Discussion related to residential parking ratios, staff presenter, Grant Crowell.
3. Council Discussion

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). Additionally, comments for this item and all Public Hearing items may be submitted via email to: councilmeetingcomment@bluffdale.com.
3. **CONSENT AGENDA –**
   3.1 Approval of the November 16, 2021, Board of Canvassers Meeting Minutes.
   3.2 Approval of the November 17, 2021, City Council Meeting Minutes.
   3.3 Approval of Resolution No. 2021-53, appointing Planning Commission Members.
   3.4 Approval of Resolution No. 2021-56, authorizing staff to use a template agreement for telecommunications franchises.
   3.5 Approval of Resolution No. 2021-57, authorizing the surplus of City-owned property.
   3.6 Approval of Resolution No. 2021-58, setting the 2022 Annual Meeting Schedule for the City Council, Planning Commission, and other City Boards and Committees.
4. Presentation and consideration of Resolution No. 2021-59, expressing gratitude to Mayor Derk P. Timothy, presenter, Mayor Pro Tem Wendy Aston.
5. Presentation and consideration of the 2020-2021 Fiscal Year Audit Report, Hansen Bradshaw, Malmrose & Erickson, presenter, Jeff Miles. **(Joint consideration of Audit: City Council, Local Building Authority & Redevelopment Agency Board)**

6. **PUBLIC HEARING -** Consideration and vote on Ordinance No. 2021-23, a General Plan Land Use Map Amendment Application for 5.59 acres, located at approximately 13855 and 13937 South 2950 West, from Very Low Density Residential to Commercial, applicant, D&H Stewart Family Holdings, LLC., staff presenter, Jennifer Robison.
7. **PUBLIC HEARING -** Consideration and vote on Ordinance No. 2021-24, a Zoning Map Amendment Application for 5.59 acres, located at approximately 13855 and 13937 South 2950 West, from R-1-43 Residential to GC-1 General Commercial, applicant, D&H Stewart Family Holdings, LLC., staff presenter, Jennifer Robison.
8. **PUBLIC HEARING –** Consideration and vote on Resolution No. 2021-54, a proposed Development Agreement to modify various requirements in the GC-1 General Zone for the Tri-City Center developmental proposed by D&H Stewart Family Holdings, LLC property, located at 13855 and 13937 South 2950 West, staff presenter, Jennifer Robison.

LOCAL BUILDING AUTHORITY OF THE CITY OF BLUFFDALE BOARD MEETING

1. Roll Call
2. Presentation and consideration of the 2021-2022 Fiscal Year Audit Report, Hansen, Bradshaw, Malmrose & Erickson. **(Regular Business Meeting – Agenda Item 5)**
3. Adjournment

BLUFFDALE CITY REDEVELOPMENT AGENCY BOARD MEETING

1. Roll Call
2. Presentation and consideration of the 2021-2022 Fiscal Year Audit Report, Hansen, Bradshaw, Malmrose & Erickson. **(Regular Business Meeting – Agenda Item 5)**
3. Consideration and vote on Resolution No. 2021-06, extending the tax increment collection period in the Bluffdale Gateway RDA Project Area, due to the COVID-19 restrictions, staff presenter, Bruce Kartchner.
4. Consideration and vote on Resolution No. 2021-07, extending the tax increment collection period in the Eastern Bluffdale Economic Development Project Area, due to the COVID-19 restrictions, Bruce Kartchner.
5. Consideration and vote on Resolution No. 2021-08, extending the tax increment collection period in the Jordan Narrows Economic Development Project Area, due to the COVID-19 restrictions, Bruce Kartchner.

CONTINUATION OF BUSINESS MEETING

9. Mayor's Report
10. City Manager's Report and Discussion
11. 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).
12. Adjournment

Dated: December 03, 2021

I HEREBY CERTIFY THAT THE FOREGOING NOTICE AND AGENDA WAS FAXED TO THE SOUTH VALLEY JOURNAL, THE SALT LAKE TRIBUNE, AND THE DESERET NEWS; POSTED AT THE BLUFFDALE CITY HALL, 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

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 or lead the Pledge of Allegiance.

BLUFFDALE CITY COUNCIL
BOARD OF CANVASSERS MEETING AGENDA
Tuesday, November 16, 2021

Notice is hereby given that the Bluffdale City Council Board of Canvassers will hold a special meeting on Tuesday, November 16, 2021, at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah, scheduled to begin promptly at **5:00 p.m.** or as soon thereafter as possible. This meeting will also be broadcast live to the public at: www.bluffdale.com. The public may comment at the meeting or by emailing comments to councilmeetingcomment@bluffdale.com. 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 SPECIAL MEETING 5:00 P.M.

1. Roll Call

2. Consideration and vote on Resolution No. 2021-52, certifying the Canvass of the Official Election Results for the 2021 City of Bluffdale Municipal General Election, conducted by Salt Lake County Clerk's Office, Elections Division.

3. Adjournment

Dated this 12th day of November, 2021

I HEREBY CERTIFY THAT THE FOREGOING NOTICE AND AGENDA WAS EMAILED TO THE SOUTH VALLEY JOURNAL, THE SALT LAKE TRIBUNE, AND THE DESERET NEWS; POSTED AT THE BLUFFDALE CITY HALL; 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

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.

DRAFT – FOR DISCUSSION PURPOSES ONLY

BLUFFDALE CITY COUNCIL
BOARD OF CANVASSERS MEETING MINUTES
Tuesday, November 16, 2021

Present:	**Mayor Derk Timothy**
	Wendy Aston
	Traci Crockett
	Jeff Gaston
	Mark Hales
	Dave Kallas (via telephone)
Staff:	**Mark Reid, City Manager**
	Bruce Kartchner, Administrative Services Director
	Todd Sheeran, City Attorney
	Grant Crowell, City Planner/Economic Development Director
	Wendy Deppe, City Recorder
Others:	**Natalie Hall, Mayor-Elect**
	Jason Hall
	Chris Aston

Mayor Timothy called the meeting to order at 5:03 p.m.

BLUFFDALE CITY COUNCIL SPECIAL MEETING

1. Roll Call.

All members of the City Council were present.

2. Consideration and Vote on Resolution No. 2021-52, Certifying the Canvass of the Official Election Results for the 2021 City of Bluffdale Municipal General Election, Conducted by the Salt Lake County Clerk's Office, Elections Division.

Mark Hales moved to approve Resolution No. 2021-52, certifying the Canvass of the Official Election results for the 2021 City of Bluffdale Municipal General Election conducted by the Salt Lake County Clerk's Office, Elections Division. Traci Crockett seconded the motion. Vote on motion: Council Member Hales-Aye, Council Member Aston-Aye, Council Member Gaston-Aye, Council Member Crockett-Aye, Council Member Kallas-Aye. The motion passed unanimously.

3. Adjourn.

The Bluffdale City Council Board of Canvassers Meeting adjourned at 5:05 p.m.

_____
Wendy L. Deppe, CMC
City Recorder

Approved: _____

THE CITY OF BLUFFDALE, UTAH
A UTAH MUNICIPAL CORPORATION

RESOLUTION NO. 2021-53

A RESOLUTION APPOINTING PLANNING COMMISSION MEMBERS

WHEREAS there is a need for members of the Planning Commission to change positions,

WHEREAS the Bluffdale City Council has determined that it is in the public interest to appoint members to the Bluffdale City Planning Commission,

WHEREAS Pursuant to Section 6 of Bluffdale City Ordinance 2005-11, the Planning Commission members serve at the pleasure of the Bluffdale City Council and are appointed by the Mayor with a majority vote of the Bluffdale City Council,

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

Section 1. That the following persons be appointed to the Bluffdale City Planning Commission to serve until the time indicated by his name.

NAME	**TO SERVE UNTIL**
Erik Swanson	**May 15, 2025**
Tina Griffis (Alternate)	**December 01, 2024**

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

PASSED, ADOPTED AND APPROVED the 8th day of December, 2021.

By: _____
Mayor Derk P. Timothy

ATTEST:

By: _____
Wendy L. Deppe, City Recorder

Voting by the City Council:	Aye	Nay
Councilmember Aston	_____	_____
Councilmember Crockett	_____	_____
Councilmember Gaston	_____	_____
Councilmember Hales	_____	_____
Councilmember Kallas	_____	_____

RESOLUTION NO. 2021-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, AUTHORIZING THE TEMPLATE USE OF A TELECOMMUNICATIONS FRANCHISE AGREEMENT.

WHEREAS, the City enters into agreements, from time to time, as a part of the management and use of City projects and development within the City; and

WHEREAS, upon entering into a franchise agreement with the City, Bluffdale City Code § 7.30 allows for telecommunication providers to utilize City right-of-way for the provider's equipment; and

WHEREAS, several telecommunication providers have requested a franchise agreement from the City and staff is proposing that the City Council approve a template franchise agreement for staff to implement with the telecommunication providers;

WHEREAS, the City Council hereby finds that authorizing the usage of the template franchise agreement to be in the best interest of City and will be beneficial to the health, safety, and welfare of residents of the City.

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

SECTION 1. Authorization. The City Council hereby authorizes the usage of the below agreement with execution thereof by the City Manager.

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

APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, ON THIS _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Councilmember Aston	____	____	____	____
Councilmember Crockett	____	____	____	____
Councilmember Gaston	____	____	____	____
Councilmember Hales	____	____	____	____
Councilmember Kallas	____	____	____	____

Mayor: _____ Attest: _____

Derk P. Timothy City Recorder

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement ("Agreement") is between Bluffdale City, a Utah municipal Corporation ("City"), and _____ ("Company" or "Provider"). This Agreement is effective on the date that the last party executes this Amendment as indicated by the date stated under that party's signature line ("Effective Date").

RECITALS

A. The Provider desires to establish and provide a telecommunications network in the City's right-of-way ("City ROW") primarily through fiber-optic lines.

B. The Provider is subject to the Municipal Telecommunications License Tax Act found in Utah Code § 10-1-401 *et seq.*, and the Provider is subject to the City's Telecommunications Use of Rights-of-Way ordinance found in BCC § 7.30.

C. The City, in exercise of its management of City ROW, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the Bluffdale City limits.

Therefore, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals**. The foregoing preambles and all other recitals set forth herein are made a part hereof by this reference.

2. **City Code**. The City has adopted the Telecommunications Use of Rights-of-Way ordinance, attached as **Exhibit A**. The Provider acknowledges that it has had an opportunity to read and become familiar with that Ordinance and any other applicable provisions of City Code. The parties agree that the provisions and requirements of that ordinance are material terms of this Agreement, and that each party agrees to be contractually bound to comply with the terms contained in that ordinance and this Agreement. The definitions in the Telecommunications Use of Rights-of-Way ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Telecommunications Use of Rights-of-Way ordinance which is determined to be unlawful or beyond the City's authority. If any term or condition of this Agreement shall be in conflict with any applicable State or federal law, City ordinance, rule, or regulation, then the provisions of such law, ordinance, rule or regulation shall govern and control.

3. **Amendments to City Code**. Nothing herein shall prevent the City from lawfully amending the Telecommunications Use of Rights-of-Way ordinance from time to time, and the City's governing body may deem necessary. Provided, however, the City shall not enact any amendments to the Telecommunications Use of Rights-of-Way ordinance that will adversely impact the Provider without allowing the Provider at least 30 days to comply with the amendment. The City shall provide the Provider notice and an opportunity to be heard concerning any proposed amendment, and shall not enact any amendment which materially alters the rights and obligations of the parties, or that is in conflict with any material term of this Agreement. If there is any inconsistency between the Provider's rights and obligations under the Telecommunications Use of Rights-of-Way ordinance, as amended, and this Agreement, the provisions of this Agreement shall govern during the term of this Agreement in which the ordinance amendment was adopted, but the ordinance amendments so adopted shall govern during subsequent renewal terms of this Agreement, if any. The parties agree to comply with any such lawful governing amendments.

4. **Franchise Description, No Assignment**. The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City's receipt of monetary and services compensation and the Provider's compliance with the terms of this Agreement, the nonexclusive right, privilege, and franchise to construct, operate, and maintain a fiber-optic telecommunications network in, under, above, and across the present and future City ROW. The grant of this franchise includes the services of provider "dark fiber" to end users. The Provider shall not permit the use of its fiber-optic system, its duct or pathways, its pole attachments or any plant equipment in City ROW in any manner that would avoid or seek to avoid the need for a franchise from the City for a business or other person. The Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 without first having obtained a separate cable franchise from the City for such cable system. The franchise granted herein does not grant the Provider the right, privilege, or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this franchise may not be subdivided, assigned, or subleased from any other person unless agreed to in writing by the City, unless to an entity succeeding to or acquiring substantially all of the assets of the Provider, in which case the City's permission is not required. Notwithstanding the foregoing sentence, where the City's permission is required, the City may condition, deny, or delay approval of an assignment, sublease, or subdivision of the rights granted herein for any reason.

5. **Licenses**. The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Use of Rights-of-Way ordinance.

6. **Relationship**. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

7. **Facilities**. "Company facilities" or "facilities" shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, poles, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service. "Dark fiber" is optical fiber infrastructure cabling and repeaters that is currently in place but through which light pulses are not being transmitted.

8. **Franchise Fee**.

a. For the Franchise granted herein, the Provider shall pay to the City a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to10-1-410), less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

b. If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law and except as otherwise agreed by the parties, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its gross receipts derived from local telephone or other telecommunications services provided to Provider's subscribers within the City ("Default Franchise Fee"), but does not include revenue from any taxes or fees imposed directly upon the customer by any governmental entity which is, or may be collected by the Provider, or any services, including but not limited to internet access service, as prohibited by law. "Gross receipts" for purposes of this subsection, also does not include sales, if any, at wholesale by Provider to another franchisee of the City who is separately responsible for paying a franchise fee on its gross receipts derived

from the use of Provider's Facilities. The City and Provider agree to meet, confer, and negotiate about any amendments to this Agreement as shall be necessary to accommodate the change or elimination of the Municipal Telecommunications Act or the taxes or fees provided for under the Act.

9. **Application Processing Fee**. Upon execution of this Agreement, the Provider shall pay a $3,000.00 application processing fee. The Provider may offset the franchise fee paid pursuant to Section 8, up to the amount of the application processing fee paid to the City.

10. **Additional Fees and Taxes**. The Provider shall, after due notice from the City, pay any additional fees or taxes applicable to the Provider and its facilities in the City adopted by the City hereafter.

11. **Audit**. The Provider shall keep thorough and accurate books and records showing all of its collections of money for its fiber-optic services and business transactions which it provides to persons and entities within the City and shall make such information available to the City (or its contractors, employees, officials, agents, etc.) for inspection upon three days' notice. The Provider shall keep this information for at least three years after the termination of this Agreement.

12. **Term and Renewal**. The franchise granted to the Provider shall be for a period of five (5) years commencing on the first day of the month following the Effective Date ("Initial Term"). At the end of the Initial Term, the term shall automatically renew upon the same terms and conditions as contained in this Agreement for an additional one (1) year term ("Renewal Term"). Renewal Terms may be for an unlimited number of terms (the Initial Term and Renewal Terms will be collectively referred to as "Term"). Either party may not renew a Term upon giving the other party 60 days' notice before the termination of that Term.

13. **Rights and Duties of Provider Upon Termination or Revocation**. Upon termination or revocation of this Agreement, the Provider shall have the right to remove its equipment and facilities from City ROW. In such event, it shall be the duty of the Provider to immediately to restore City ROW in as good of condition as the same was before the removal was effected.

14. **Use of Poles and Overhead Structures**. The City shall have the right, without any cost to the City, to use all poles owned by the Provider within the City for any public uses, such as fire alarms and police signal systems; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties. The Provider shall not attach to, or otherwise use or commit to use any City-owned pole or structure unless a separate agreement has been executed by the parties.

15. **Limitations on Use Rights**. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attached equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

16. **Maintenance of City Facilities**. The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City's attachments.

17. **Police Powers**. The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

18. **Work in City ROW**. The Provider shall comply with and follow the City's encroachment permit process before performing any work in City ROW.

a. *Compliance with Laws*. The Provider shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to comply with all applicable laws, statutes, rules, regulations, standards, and procedures. The City may inspect the manner of such work and require remedies the terms of any City ordinance, regulation, or requirement, the City shall give the Provider written notice of such noncompliance and time for correction.

b. *Status Reports*. All work in City ROW shall be done in a safe manner and shall follow City regulations. Upon the City's request, the Provider will provide the City with a status report of such measures.

c. *Minimum Interference*. All facilities constructed by the Provider shall be located to cause minimum interference with and injury to (i) public use of City ROW, (ii) the City's water infrastructure, storm water infrastructure, streetlights, or any other municipal use of the City's ROW, and (iii) trees and other natural features.

d. *Workmanlike Manner*. The installation, maintenance, renovation, and replacement of the Provider's facilities in City ROW shall be performed in a good and workmanlike manner.

e. *Emergency Repairs*. In an emergency event in which the Provider needs to cut or excavate a City ROW, and in which the Provider much act immediately and is unable to obtain an encroachment permit from the City beforehand, the Provider shall

provide the City's Public Works Department with notification of such work as soon as practicable.

f. *Damage to Public Property*. If, during the course of installation, removal, inspection, or work on its facilities, the Provider causes damage to or alters any public property or equipment, the Provider shall (at its own cost and expense, and in accordance with City regulations) replace and restore it to as good as condition as existed before the work comments and within such reasonable time as the City shall require, and shall be liable to the City for any reasonable costs and expenses incurred by the City as a result of such damage or alteration.

g. *Removal and Protection of City Property*. No City property shall be removed from City ROW, including signage on utility poles, without prior permission from an authorized representative of the City.

h. *Safety*. The Provider shall, at all times, operate, repair, and maintain its facilities in a safe and careful manner.

i. *Relocation*. Whenever the City shall, in the interest of public convenience, necessity, health, safety, and general welfare of the residents, require the inspection, maintenance, repair, relocation, or reinstallation of any of the Provider's facilities in City ROW, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove, relocate, or reinstall such facilities as may be necessary to meet the requirements of the City.

j. *Installations*. The Provider will be permitted to install facilities underground in City ROW. Within 30 days of installing such facilities, the Provider shall provide the City GIS coordinates and as-built drawing of the facilities in a form acceptable to the City. The Provider shall, when undertaking a project of placing its facilities, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other companies are placing their lines underground, the Provider shall, where feasible, cooperate with these companies and undertake to place its facilities underground as part of that same project.

k. *Prohibitions*. Except as otherwise provided herein, the Provider's facilities shall be so located and constructed as not to do any of the following acts:

i. Interfere with access to or use any water or fire hydrant;

ii. obscure the view or interfere with the installation of any traffic-control device or traffic or information sign or signal;

iii. Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;

iv. Damage irrigation or landscaping owned or maintained by the City;

v. Damage any communication lines owned or maintained by the City; and

vi. Install facilities in the paved sidewalk area, unless authorized in advance by the City.

l. *Damage to Other's Facilities*. During construction or maintenance, if the Provider causes damage to or a break in any lines

m. *Removal and Relocation*. The City shall have the authority to require the Provider to remove or relocate any facility in violation of this Agreement at the Provider's sole expense. Such relocation or removal shall be completed within 60 days (or other period of time as the parties may mutually agree) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions deemed reasonably necessary by the City.

n. *Hazardous Materials*. If contaminated or hazardous material is discovered within or adjacent to the City ROW, the Provider shall stop work in that affected area, notify the City Engineer immediately, and submit an accurate written report of the facts surrounding the encounter to the City Engineer.

o. *City's Rights to Perform*. If the Provider fails to perform any obligation under this Agreement, then the City shall have the right to, but not the obligation, to perform any of the obligations contained herein upon 15 days prior written notice to the Provider. The City shall be reimbursed for any work performed within 30 days after receipt of a detailed invoice for the work performed. This right shall survive the termination of this Agreement.

19. **Severability**. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall ren1ain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a

material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the City ROW in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's encroachment permit process. For the Provider, "material consideration" is its ability to use the City ROW for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's encroachment permit process.

20. **Termination**. This Agreement may be terminated at any time by mutual consent between the parties. The City may terminate this Agreement upon 90 days prior written notice to the Provider for any of the following reasons:

a. *Failure to Make Payments*. The Provider fails to make timely payments of any fees in this Agreement and does not correct such failure within 30 calendar days after written notice by the City of such failure. Any payment made pursuant to such request shall not be deemed to constitute a waiver of the City's right to challenge the calculation of the franchise fee.

b. *Breach*. The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider shall, within 60 calendar days of such notice, commence efforts to remedy the conditions identified in the notice and shall have 90 calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider.

c. *Bankruptcy*. The Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within 60 days.

21. **Third Party Beneficiaries**. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall

not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

22. **City Representative and Address**. The City Engineer or his or her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 2222 West 14400 South, Bluffdale, Utah 84065, or such other officer and address as the City may designate by written notice to the Provider.

23. **Provider Representative and Address**. The _____ shall serve as the Provider's representative regarding administration of this Agreement. All notices from the City to the Provider shall be delivered to the following address:

_____

_____

_____

_____

24. **Insurance**.

a. Before the Effective Date, the Provider shall file with the City a certificate of insurance, and thereafter continually maintain in full force and effect at all times for the Term of this Agreement at the expense of the Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by the Provider in the following minimum amounts:

i. $2,000,000.00 combined single limit, bodily injury and real property damage in any one occurrence.

ii. $3,000,000.00 aggregate.

b. The Provider shall also file with the City Recorder and City Engineer a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best

rating of at least A-IX protecting the City for all owned, non-owned, hired and leased vehicles operated by the Provider, with limits not less than $2,000,000.00 each accident, single limit, bodily injury, and property damage combined.

c. The Provider shall also maintain, and by its acceptance of any franchise granted herein, specifically agrees that it will continually maintain throughout the Term workers compensation and employers' liability, valid in the State of Utah, in the minimum amount of the statutory limit for workers compensation but no less that $500,000.00 for employer's liability.

d. All liability insurance required pursuant to this Section, except for employers' liability, shall name the City as additional insureds and shall be kept in full force and effect by the Provider during the Term and until after the removal or abandonment with the approval of the City Engineer, all facilities installed by the Provider. Failure to maintain continuously the required insurance shall constitute a material breach of this Agreement. All policies shall be endorsed to give the City 30 days written notice of the intent to cancel by either the Provider or the insurance company. The Provider may utilize primary and umbrella liability insurance policies to satisfy the requirements of this Section.

25. **Indemnification**. The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage, with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with grossly negligent acts or omissions of the City.

26. **Bond**. The Provider shall post with the City a security fund in the form of a surety bond in the amount of $50,000.00 ("Bond Amount"). It is the Provider's responsibility to maintain this security fund throughout the Term. Nothing in this Section shall preclude or prevent the City from requiring an additional bond amount pursuant to other City ordinances, such as the encroachment permit process.

a. *Use.* The City may draw on, or make a claim against, the Bond Amount to ensure the provider's faithful performance of its obligations of this Agreement in

accordance with appliable laws. If the Provider fails to perform its obligations under this Agreement in any respect, including making any payment to the City as required by this Agreement, the City may, after 30 days written notice to the Provider, withdraw or make a claim on the Bond Amount. The City shall notify the Provider of any amount and date of any such withdrawal.

b. *Restoration of Bond.* Within 45 calendar days after the City gives the Provider written notice that an amount has been withdrawn from the Bond Amount, the Provider must resort the balance of the Bond Amount. Failure to restore these funds shall be considered a material breach of this Agreement.

c. *Return of Funds*. If this Agreement terminates for any reason and the Provider has ceased to provide service in the City, the balance of the security fund that remains following the satisfaction of all Provider's obligations shall be returned to the Provider. The City shall be under no obligation to return funds until sufficient time has elapsed for the City to determine that all such obligations have been satisfied, which shall not be longer than 90 days from termination or the cessation of services in the City.

27. **General Provisions**.

a. *Binding.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

b. *Utah Law.* This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Utah. The parties agree that the venue of any action arising out of his Agreement shall be in Salt Lake County, Utah.

c. *Amendments*. This Agreement may be amended or modified only by a written instrument executed by both parties.

d. *Authority*. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Provider represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The parties warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. The Provider represents to City that by entering into this Agreement that the Provider has bound all

persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

e. *Entire Agreement.* This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the parties with respect to said services.

In witness whereof, this Agreement has been executed by the parties effective on the date stated under that party's signature line.

CITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form:

_____

City Attorney

PROVIDER

Signature: _____

Print Name: _____

Title: _____

Date: _____

State of _____)
§
County of _____)

On this ___ day of _____, 20____, personally appeared before me _____ (*name of document signer*), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ (*title of office*) of _____ (*name of corporation*) and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ (*name of document signer*) acknowledged to me that said Corporation executed the same.

_____
Notary Public

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, AUTHORIZING THE SURPLUS OF CITY-OWNED PROPERTY.

WHEREAS, the below-described property is no longer necessary, useful, or suitable for municipal purposes; and

WHEREAS, the Bluffdale City Council finds it prudent to dispose of said property in accordance with the method provided thereby.

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

SECTION 1. Surplus of Property. The City Council hereby authorizes the surplus of the following items:

Description of Property	**Method of Surplus**
Unit 1035 Type 3 Ambulance 1997 Ford F-350 Vin#1FDKE30F5VHA58061	Submit to TNT Auction.
Unit 1009 2011 Dodge Charger Vin#2B3CL1CT3BH587987	Submit to TNT Auction.
Unit 1031 Type 1 Engine 1990 EONE Vin#46J7BAA81L1003446	Submit to TNT Auction.
Eight (8) SCBAs; Expired Turnouts	Donate to Jordan and Granite Applied Technology Schools.
Various technology equipment.	In accordance with the City's Policies and Procedures § 2.70.

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

APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, ON THIS _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Councilmember Aston	____	____	____	____
Councilmember Crockett	____	____	____	____
Councilmember Gaston	____	____	____	____
Councilmember Hales	____	____	____	____
Councilmember Kallas	____	____	____	____

Mayor: _____ Attest: _____

Derk P. Timothy City Recorder

CITY OF BLUFFDALE, UTAH
RESOLUTION NO. 2021-58

A RESOLUTION APPROVING THE 2022 ANNUAL MEETING SCHEDULE

WHEREAS the City Council desires to approve the 2022 Annual Meeting Schedule required by State statute.

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

Section 1. **Meetings of the Bluffdale City Council.** The Bluffdale City Council generally will meet on the second and fourth calendar Wednesday of each month, with **Work Session** meetings to begin generally at **6:00 p.m.**, and regular **Business Meeting** sessions to begin generally at **7:00 p.m**., at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah on the following dates:

January 12, 26	May 11, 25	September 14, 28
February 09, 23	June 08, 22	October 12, 26
March 09, 23	July 13, 27	November 09
April 13, 27	August 24	December 14

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

Section 2. **Meetings of the Bluffdale City Planning Commission.** The Bluffdale City Planning Commission generally will meet on the first and third calendar Wednesday of each month, with meetings to begin generally at **6:00 p.m.**, at the Bluffdale City Hall, 2222 West 14400 South, Bluffdale, Utah on the following dates:

January 05, 19	May 04, 18	September 07, 21
February 02, 16	June 01, 15	October 05, 19
March 02, 16	July 06, 20	November 02
April 06, 20	August 17	December 07

Section 3. **Public Hearings.** Public Hearings before the City Council will generally begin at 7:00 p.m. and Public Hearings before the Planning Commission will generally begin at 6:00 p.m. or at such other times as published or posted in the official "notices" of such public hearings.

Section 4. **Other Meetings.** The foregoing legislative and administrative bodies may hold such other meetings, study sessions, work sessions, budget meetings, and other meetings, at such times and locations for which specialized notice thereof is given, as required by state statute.

Section 5. **Electronic Meetings.** The foregoing legislative and administrative bodies may hold meetings by electronic means via telephonic conference call, as required by state statute.

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

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

PASSED, ADOPTED AND APPROVED the 8th day of December, 2021.

By: _____
Mayor Derk P. Timothy

ATTEST:

_____
Wendy L. Deppe, City Recorder

Voting by the City Council:	Aye	Nay
Council Member Aston	_____	_____
Council Member Crockett	_____	_____
Council Member Gaston	_____	_____
Council Member Hales	_____	_____
Council Member Kallas	_____	_____

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor and City Council**
From:	**Jennifer Robison, Senior Planner**
Date:	**December 3, 2021**
Business Date:	**December 8, 2021**
Subject:	**General Plan Land Use Map Amendment for 5.59 acres from Very Low Density Residential to Commercial and Zoning Map Amendment from R-1-43 Residential to GC-1 General Commercial located at 13855 and 13937 South 2950 West. Consideration of a draft Development Agreement is included as part of the Planning Commission recommendation.**
Applicant(s):	**D&H Steward Family Holdings LLC**
Staff Presentation:	**Jennifer Robison, Grant Crowell and Todd Sheeran**

RECOMMENDATION: To approve the General Plan Land Use Map Amendment Application and Zoning Map Amendment Application (2021-43) for 5.59 acres as recommended by the Planning Commission on December 1, 2021. – Vote 3-1 in favor. The Commission considered a Development Agreement to accompany the applications in recommending approval to the Council.

BACKGROUND: The Planning Commission considered both applications at two public meetings and conducted two public hearings for these items. Although, the City has been discussing this block for the past few years regarding economic development, the Commission expressed struggles of not having a clear vision or direction for western portions of the block beyond the GC-1 zoning of the 2700 West corridor.

The location of the property and the improbable options for it to be marketed for low density residential uses, the Commission evaluated all commercial zoning tools encouraging a transition and lesser intensity of commercial uses to mitigate potential negative impacts to the residents in the R-1-43 areas to the west. The Commission inquired of staff the possibility of a development agreement and inquired of the applicants their willingness to enter into such an agreement modifying some requirements in the GC-1 General Commercial Zone to allow the development to proceed as presented. Draft language of an agreement was presented and discussed with the Commission. Although agreements have generally been negotiated with the Council only in the past, new state law requires new development agreements which amend zoning requirements must be reviewed by the Commission.

The applicants have provided a letter to the staff following the Commission meeting requesting the Council consider various requirements not included in the language of the agreement recommended by the Commission. More detailed information for a concept site plan included in the agreement was recommended by the Commission; but has not yet been received by the applicants as of this date. At this time, staff believes the development agreement may not be ready for approval in the current form.

FINDINGS FOR APPROVAL:

The Planning Commission recommendation for approval of the General Plan Land Use Map and Zoning Map Amendment Applications are based on the following findings:

1. That the subject applications are consistent with the surrounding area's land use designation.
2. That the applications are consistent with the City's economic development goals and objectives.
3. That entering into a Development Agreement to modify various requirements would allow the project to develop as presented and mitigate potential negative impacts to the residential properties in the area.

PREVIOUS ACTIONS:

- December 1, 2021: Planning Commission recommended approval of the application vote 3-1.

SUPPORTING DOCUMENTATION:

- Staff Report dated November 1, 2021
- Staff Report dated November 29, 2021
- Draft Development Agreement for D&H Stewart Family Holdings LLC
- Letter from applicants dated December 2, 2021

ORDINANCE NO. 2021-XX

AN ORDINANCE AMENDING THE CITY OF BLUFFDALE GENERAL PLAN LAND USE MAP AND OFFICIAL ZONING MAP CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 5.59 ACRES OF LAND LOCATED WITHIN THE CITY OF BLUFFDALE, STATE OF UTAH, FROM VERY LOW DENSITY RESIDENTIAL TO COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATION FROM R-1-43 RESIDENTIAL TO GC-1 GENERAL COMMERCIAL, OTHERWISE KNOWN AS THE D&H STEWART FAMILY HOLDINGS LLC GENERAL PLAN AND ZONE CHANGE.

WHEREAS D&H Stewart Family Holdings LLC (the "Applicant") has initiated an application to amend the City of Bluffdale General Plan Land Use Map and official Zoning Map by changing the designation from Very Low Density Residential to Commercial to provide a compatible land use pattern of development with the properties in the surrounding area;

WHEREAS the Applicant has initiated an application to amend the official Zoning Map from R-1-43 Residential to GC-1 General Commercial to provide similar commercial development to properties in the surrounding area consistent with the City's economic development goals and objectives;

WHEREAS the Planning Commission has reviewed the proposed changes and made a recommendation to the City Council pursuant to the Bluffdale City Land Use Ordinances and the Utah State Code, and the City Council has found the proposed amendments to be warranted; and

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

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

Section 1. **General Plan Land Use Map Amendment.** The City of Bluffdale General Plan Land Use Map is hereby amended to change the future land use designation from Very Low Density Residential to Commercial for approximately 5.59 acres of property within the City of Bluffdale, located at approximately 13855 and 13937 South 2950 West, as described in the

legal description attached as Exhibit ‘A’.

See Exhibit ‘A’

Section 2. **Official Zoning Map Amendment.** The City of Bluffdale Official Zoning Map is hereby amended to change the zoning designation from R-1-43 Residential to GC-1 General Commercial for approximately 5.59 acres of property within the City of Bluffdale, located at approximately 13855 and 13927 South 2950 West, as described in the legal description attached as Exhibit ‘A’.

See Exhibit ‘A’

Section 3. **Effective Date.** This Ordinance shall take effect upon publication or posting, or thirty (30) days after passage, whichever occurs first.

APPROVED, ADOPTED AND PASSED and ordered published by the Bluffdale City Council, this ___ Day of _____, 2021.

CITY OF BLUFFDALE

_____

Mayor

ATTEST:

_____

Wendy Deppe
Bluffdale City Recorder

Council members	Voting:	
	AYE	NAY
Wendy Aston	_____	_____
Tracy Crockett	_____	_____
Jeff Gaston	_____	_____
Mark Hales	_____	_____
Dave Kallas	_____	_____

EXHIBIT A

13855 South 2950 West = 3.60 acres
Parcel 33-04-3260020000 Legal description:

BEG N 89''51' W 993.19 FT & S 0''01'21" W 91.26 FT FR CEN SEC 4, T 4S, R 1W, SLM; S 0''01'21" W 572 FTM ORL; N 89"52'22" W 263.16 FT M ORL; N 0''01'51" E 620.41 FT M OR L; S 79''27'01" E 267.57 FT M OR L TO BEG. 3.6 AC M OR L. 8091-1657

13937 South 2950 West = 1.99 acres
Parcel 33043260040000 Legal description:

BEG N 89''51' W 993.19 FT & S 0''01'21" W 663.26 FT FR CEN SEC4, T 4S, R 1W, SLM; S 0''01'21" W 331.61 FT M OR L; N 89''53'03" W 263.21FT M OR L; N 0''01'51" E 331.67 FT M OR L; S 89''52'22" E 263.16 FT M OR L TO BEG. 1.99 AC M OR L. 5274-15,17 7718-1433 8091-1657

Kaskade Homes
13775 S. 78 W.
Draper, UT 84020
12/02/2021

Bluffdale City
Planning and Zoning
2222 W 14400 S.
Bluffdale City, UT 84065

To whom it may concern:

This letter is written as an explanation to the application for the Development Agreement Application regarding 5.59 acres located at 13855 S. 2950 W. in Bluffdale City, UT 84065. These 5.59 acres are broken into (2) separate parcels: 33-04-326-002-0000 (3.6 acres – North parcel) and 33-04-326-004-0000 (1.99 acres – South parcel) We proposed to change the current R-1-43 zoning to GC-1. This zone change would allow for the development of (2) commercial buildings that would be the primary office space for several well-known and reputable companies.

3.6 acres to the North - Alpine Home Medical.

This two-story office building would span an approximate footprint of 25,000 -30,000 SF for a total of 50,000-60,000 usable SF. In addition to the pleasing aesthetics of the building itself, Alpine Home Medical would offer many jobs along with many services and products beneficial to the local community.

1.99 acres to the South – Lucca Design, Kaskade Homes, Tri-City Construction

This two-story building would span an approximate footprint of 12,000 SF for a total of 24,000 usable SF. Lucca Design's portion of the office would act as a retail storefront for interior design services and the sale of home furnishings Tri-City Construction and Kaskade Homes would utilize the building for general office space as well as a design center for customers.

Both office buildings will contain storage space ***within*** the core of the building for various products. Overhead doors to access this storage will be constructed out of visually pleasing materials to uphold design requirements outlined in Section 11.90.020 of Bluffdale City Code.

With the expansion of the GC-1 Zone further to the west with the construction of 13900 S. (future public road) off 2700 West, we feel that this change from R-1-43 to GC-1 is consistent with bordering properties and would be a great addition to the community and the surrounding

area. With the planned expansion of Bangerter Highway & 2700 W. to a freeway-style over/underpass, traffic flow and vehicle speeds will increase. With these increases will come additional noise, making this area less desirable for residential building. These offices would act as a fantastic buffer not only between commercial and residential zones, but also between Bangerter Highway and the residential areas to the west. These buildings would keep noise levels to a minimum and protect the value of the homes in the area.

The proposed site plan, parking, and design requirements along with lot regulations shown in the attached renderings are all in accordance with the GC-1 Zone rules and regulations. We fully intend to adhere to the requirements outlined in the Development Agreement.

Upon conclusion of the Planning and Zoning Commission meeting held on December 1st, 2021, we were given a positive recommendation from the Planning and Zoning Commission with comments to omit certain items from the Development Agreement. The Commission recommended the following- that a "restaurant" be excluded from the list of allowed uses; that the exterior façade should be mainly brick rather than natural stone; and that the allowable building height should be limited to 35' rather than a potential 47'.

We ask that the city council still consider and allow the following items to be included in the Development Agreement:

- Restaurant to be included in the "permitted use" table.
- Storage facilities for machinery and equipment to be included in the "permitted use" table.
- Exterior façade allowed to be a natural stone
- Allowable building height to be 47'
- Road Reimbursement- Sale price of $10/SF. (Buyer purchase price is $14/SF)

If you have any questions or would like any additional information, please feel free to contact me at any time using the contact info below.

Sincerely,



Tod Kirton
Project Manager
358-277-5870
tod@kaskadehomes.com

Attached: Concept for property & Legal descriptions

Parcel 33-04-3260020000 Legal description:

BEG N 89^51' W 993.19 FT & S 0^01'21" W 91.26 FT FR CEN SEC 4, T 4S, R 1W, SLM; S 0^01'21" W 572 FT M OR L; N 89^52'22" W 263.16 FT M OR L; N 0^01'51" E 620.41 FT M OR L; S 79^27'01" E 267.57 FT M OR L TO BEG. 3.6 AC M OR L. 8091-1657

Parcel 33043260040000 Legal description:

BEG N 89^51' W 993.19 FT & S 0^01'21" W 663.26 FT FR CEN SEC4, T 4S, R 1W, SLM; S 0^01'21" W 331.61 FT M OR L; N 89^53'03" W 263.21 FT M OR L; N 0^01'51" E 331.67 FT M OR L;S 89^52'22" E 263.16 FT M OR L TO BEG. 1.99 AC M OR L. 5274-15,17 7718-1433 8091-1657

RESOLUTION NO. 2021-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 13855 SOUTH 2950 WEST.

WHEREAS, the Bluffdale City is a municipal corporation and political subdivision of the State of Utah (the "City) and is authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq*.; and

WHEREAS, the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, the Developer, D&H Stewart Family Holdings, LLC, desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at approximately 14653 South Redwood Road (the "Property"); and

WHEREAS, the Bluffdale City Council (the "City Council") has determined that it is in the best interest of the public health, safety, and welfare of City to enter into a development agreement for the orderly development of the Property.

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

SECTION 1. Authorization to Sign Development Agreement. The City Council hereby authorizes the Mayor to sign the Development Agreement, attached hereto as **Exhibit 1**.

SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, ON THIS _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Councilmember Aston	____	____	____	____
Councilmember Crockett	____	____	____	____
Councilmember Gaston	____	____	____	____
Councilmember Hales	____	____	____	____
Councilmember Kallas	____	____	____	____

Mayor: _____ Attest: _____

Derk P. Timothy City Recorder

After recording, please send to:

Bluffdale City
Attn: City Recorder
2222 West 14400 South
Bluffdale, Utah 84065

Affected Parcel No(s): 33043260040000 and 33043260020000

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is between Bluffdale City, a Utah municipal corporation ("City") and D&H Stewart Family Holdings, LLC, a Utah corporation ("Applicant").

RECITALS

WHEREAS, Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s): 33043260040000 and 33043260020000, which is specifically described in attached **Exhibit A** (the "Property"); and

WHEREAS, the Property is subject to the planning and land use ordinances of Bluffdale City and is approximately located at 13855 South 2950 West, Bluffdale, Utah; and

WHEREAS, the Property is currently zoned R-1-43 with a future land-use designation of very low density residential; and

WHEREAS, Applicant desires to develop and use the Property in accordance with the concept plan shown in **Exhibit B** (the "Concept Plan"); and

WHEREAS, in furtherance of Applicant's desire to develop and use the Property, Applicant has requested that the Property be rezoned to the general commercial zone (GC-1 Zone, attached as **Exhibit C**); and

WHEREAS, Applicant has requested a development agreement concurrently with its request for rezone; and

WHEREAS, the Bluffdale City Council (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq*., as amended, and the Bluffdale City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. 2021-___, a copy of which is attached as **Exhibit D**; and

WHEREAS, City and Applicant acknowledge that the terms of this Agreement shall be enforceable and the rights of the Applicant relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the rezone request for the Property.

NOW THEREFORE, based on the foregoing recitals and in consideration of the mutual covenants and promises contained and set forth herein, the parties agree as follows:

TERMS

1. **Recitals; Definitions**. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Enforceability**. City and Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, rezones the Property.

3. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

4. **Conflicting Terms**. The Property shall be used and developed in accordance with the requirements and benefits of this Agreement and the GC-1 Zone as of the Effective Date. If there is a discrepancy between the requirements of City Code, including the GC-1 Zone, and this Agreement, this Agreement shall control.

5. **Applicant Obligations**.

A. Concept Plan. Applicant shall develop and use the Property in accordance with the Concept Plan.

B. Uses. The Developer shall have the following permitted uses:

Proposed Uses	**GC-1**
Bank or financial institution	P
Business services	P
Funeral home	P
Medical service/urgent care clinic	P
Museum	P
Office, general	P
Parks	P

Personal instruction service	P
Personal service establishment	P
Preschool/daycare center	P
Reception center	P
Recreation and entertainment (indoor)	P
Repair service (indoors)	P
Research and development laboratories	P
Retail, general	P
Schools	P
Trade or technical schools	P
Veterinary service	P

C. Property or Road Reimbursement. If Applicant sells or dedicates any property to City, City shall, without any obligation to purchase said property, only be charged a maximum price of $6.50 a square foot.

D. Compliance with City Code Zone. The Property will comply with the GC-1 Zone (included in Exhibit C), except where requirements are modified by this Agreement.

6. **Minor Changes**. The Planning Department, after conferring with the City Manager, may approve minor modifications to the Applicant Obligations in Section 5 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

7. **City Obligations**. City shall review development applications with respect to the Property in a timely manner, consistent with City's routine development review practices and in accordance with all applicable laws and regulations.

8. **Vested Rights and Reserved Legislative Powers**.

A. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Applicant has the vested right to develop and construct the Property during the term of this Agreement in accordance with: (i) the GC-1 Zone designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

B. Reserved Legislative Powers. Applicant acknowledges that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use

under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

9. **Term**. This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

10. **General Provisions**.

A. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City: Bluffdale City
Attn: City Recorder
2222 West 14400 South
Bluffdale, Utah 84065

If to Applicant: Kaskade Homes, LLC
13775 S. 78 W. Ste. 01
Draper, UT 84020

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Applicant represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to City that by entering into this Agreement Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

F. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

J. Remedies. If either party breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

K. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the

prevailing party shall be entitled to reasonable attorney's fees and court costs.

L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

M. No Third-Party Rights. The provisions of this Agreement are intended to bind the parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this Agreement.

N. Assignment. Applicant may assign or transfer this Agreement upon giving City written notice of the assignment. The notice must contain an acknowledgment from the assignee stating that it was abide by the terms of this Agreement.

O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

DRAFT

BLUFFDALE CITY

Signature: _____

By: _____

Its: _____

Date: _____

Approved as to form:

_____

Office of the City Attorney

State of Utah)
:ss
County of Salt Lake)

On this ____ day of _____, 20____., personally appeared before me _____ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of the City of Bluffdale and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said _____ (name of document signer) acknowledged to me that said Corporation executed the same.

_____

Notary Public

DRAFT

APPLICANT

Signature: _____

By: _____

Its: _____

Date: _____

State of _____)
:ss
County of _____)

On this ____ day of _____, 20____., personally appeared before me _____ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of _____, a Utah limited liability company, the Manager of _____, a Utah limited liability company, and that said document was signed by him/her in behalf of said limited liability company by authority of its Operating Agreement or by Resolution, and said _____ (name of document signer) acknowledged to me that said limited liability company executed the same.

_____
Notary Public

DRAFT

EXHIBIT A

(Legal Description for the Property)

Parcel 33-04-3260020000 Legal description:

BEG N 89''51' W 993.19 FT & S 0''01'21" W 91.26 FT FR CEN SEC 4, T 4S, R 1W, SLM; S 0''01'21" W 572 FTM ORL; N 89"52'22" W 263.16 FT M ORL; N 0''01'51" E 620.41 FT M OR L; S 79''27'01" E 267.57 FT M OR L TO BEG. 3.6 AC M OR L. 8091-1657

Parcel 33043260040000 Legal description:

BEG N 89''51' W 993.19 FT & S 0''01'21" W 663.26 FT FR CEN SEC4, T 4S, R 1W, SLM; S 0''01'21" W 331.61 FT M OR L; N 89''53'03" W 263.21 FT M OR L; N 0''01'51" E 331.67 FT M OR L;S 89''52'22" E 263.16 FT M OR L TO BEG. 1.99 AC M OR L. 5274-15,17 7718-1433
8091-1657

DRAFT

EXHIBIT B

(Concept Plan)

DRAFT

EXHIBIT C

(Extract of City Code)

DRAFT

EXHIBIT D

(Resolution No. 2021-__ - To Be Inserted Once Executed)

DRAFT

BLUFFDALE
EST. 1848

2222 West 14400 South • Bluffdale, Utah 84065 • (801) 254-2200
Community Development Department
Planning Division

STAFF REPORT
1 November 2021

To: City of Bluffdale Planning Commission
Prepared By: Jennifer Robison, Senior Planner

Re: General Plan Land Use Map and Zoning Map Amendment Applications for Tri City Center

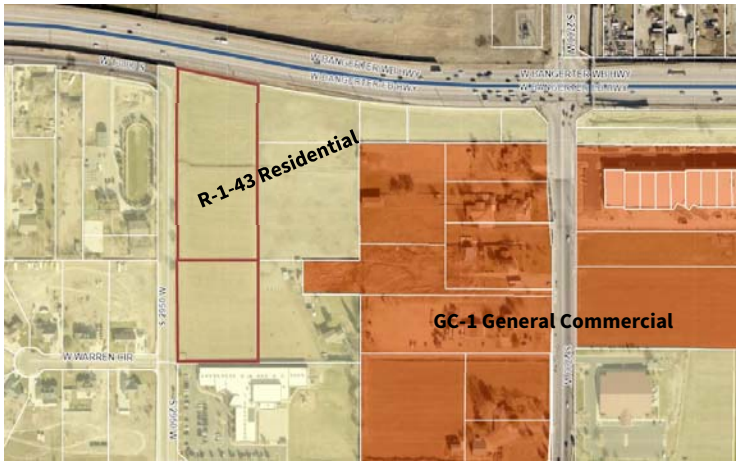
Application No:	2021-43
Applicant(s):	D&H Stewart Family Holdings LLC
Address:	13855 and 13937 South 2950 West
General Plan:	From Very Low Density Residential to Commercial
Zoning:	From R-1-43 Residential to GC-1 General Commercial
Acreage:	5.59 acres
Request:	To consider an amendment to the City's General Plan Land Use Map and Zoning Map to a commercial designation for future commercial uses.

ANALYSIS

General Plan: The General Plan land use designation of Very Low Density Residential has been the designation of the subject property for the typical large-lot residential development pattern on the west side of the City since incorporation. Land uses and zoning within the corridor from Bangerter Highway to 14000 South have recently been changed from residential to commercial uses in anticipation of future economic growth for the City. Future changes are also anticipated for the Bangerter Highway intersection at 2700 west including a reconstructed highway interchange by the Utah Department of Transportation (UDOT). A new street has been designed to connect to 2950 West from 2700 West as a future minor collector street in the City's Transportation Plan at 13900 South to provide access for potential commercial uses. The dedication and improvements for this street are required as property develops within this area. The completion of the street connection to 2950 West will be facilitated with proposed development of the subject properties.



Zoning:



The City Council approved the land use map and zoning for properties along 2700 West on August 28, 2019, to allow GC-1 General Commercial for more flexibility for proposed and future development. The consideration of a commercial zoning may include a balance of retail, office, employment or service uses which the GC-1 Zone would provide. The recently approved design requirements also provide a high-quality standard for commercial development within this area. With proximity to Bangerter Highway and residential uses across the street of 2950 West, the commercial considerations may consider the scale and type of commercial to contribute to, rather than detract from the neighborhood character. The Planning Commission or City Staff will be the land use authority to approve future site plan applications for the proposed properties if the general plan is amended and new zoning designation is approved. There are civic uses in the area with the Midvalley Bible Church, the North Star Academy elementary school, and the Wardle Fields Regional Park near by. Adequate public infrastructure is available or will be provided with a proposed development.

APPROVAL CRITERIA FOR THE APPLICATION:

General Plan Land Use Map and 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's Land Use Authorities when making land use decisions. Consideration for amending the Land Use and Zoning Map may include, but not limited to; opportunities for future development to balance the goals of the City and property owners, adequate infrastructure, and meeting the overall needs of the community for future residential and economic growth are all valid considerations when making land use decisions.

The Planning Commission should establish adequate findings in support of a positive or negative outcome and forward those findings to the City Council which may include, but are not limited to:

1. That future large-lot residential development may be less desirable in proximity to Bangerter Highway and future commercial uses within this area.
2. That 2950 West is a buffer or appropriate transition from commercial uses to residential uses.
3. That commercial uses may provide a balance of retail, office, employment or services uses to this area.
4. That higher development standards for commercial development have been created to enhance the neighborhood character.

MODEL MOTIONS FOR THE APPLICATIONS:

Model for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the General Plan Land Use Map Amendment (2021-43) from Very Low Density Residential to Commercial based on the findings presented in the Staff Report dated November 1, 2021 (and including the following additional findings):"

1. List all findings for approval…

Model for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Zoning Map Amendment (2021-43) from R-1-43 Residential to GC-1 Commercial based on the findings presented in the Staff Report dated November 1, 2021 (and including the following additional findings):"

1. List all findings for approval…

Or motion to deny based on findings presented by the Planning Commission.

ATTACHMENTS

1. Concept of proposed layout

Kaskade Homes

Kaskade Homes
13775 S. 78 W.
Draper, UT 84020
10/12/2021

Bluffdale City
Planning and Zoning
2222 W 14400 S.
Bluffdale City, UT 84065

To whom it may concern:

This letter is written as an explanation to the application for a zone change regarding 5.59 acres located at 13855 S. 2950 W. in Bluffdale City, UT 84065. These 5.59 acres are broken into (2) separate parcels: 33-04-326-002-0000 (3.6 acres – North parcel) and 33-04-326-004-0000 (1.99 acres – South parcel) We would like to change the current R-1-43 zoning to GC-1. This zone change would allow for the development of (2) commercial buildings that would be the primary office space for several well-known and reputable companies.

3.6 acres to the North - Alpine Home Medical.

This two-story office building would span an approximate footprint of 25,000 -30,000 SF for a total of 50,000-60,000 usable SF. In addition to the pleasing aesthetics of the building itself, Alpine Home Medical would offer many jobs along with many services and products beneficial to the local community.

1.99 acres to the South – Lucca Design, Kaskade Homes, Tri-City Construction

This two-story building would span an approximate footprint of 12,000 SF for a total of 24,000 usable SF. Lucca Design's portion of the office would act as a storefront for interior design services and the sale of home furnishings Tri-City Construction and Kaskade Homes would utilize the building for general office space as well as a design center for customers.

Both office buildings will contain storage space ***within*** the core of the building for various products. Overhead doors to access this storage will be constructed out of visually pleasing materials to uphold design requirements outlined in Section 11.90.020 of Bluffdale City Code.

With the expansion of the GC-1 Zone further to the west with the construction of 13900 S. (future public road) off 2700 West, we feel that this change from R-1-43 to GC-1 is consistent with bordering properties and would be a great addition to the community and the surrounding area.

If you have any questions or would like any additional information, please feel free to contact me at any time using the contact info below.

Sincerely,



Tod Kirton
Project Manager
358-277-5870
tod@kaskadehomes.com

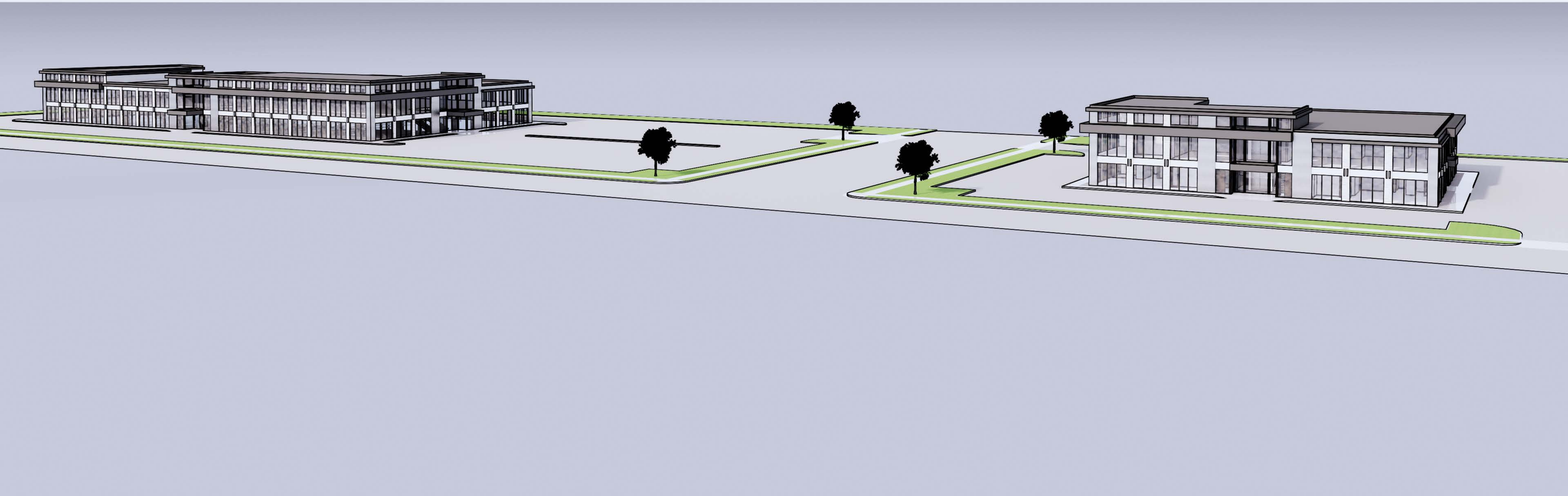
Attached: Concept for property & Legal descriptions

Parcel 33-04-3260020000 Legal description:

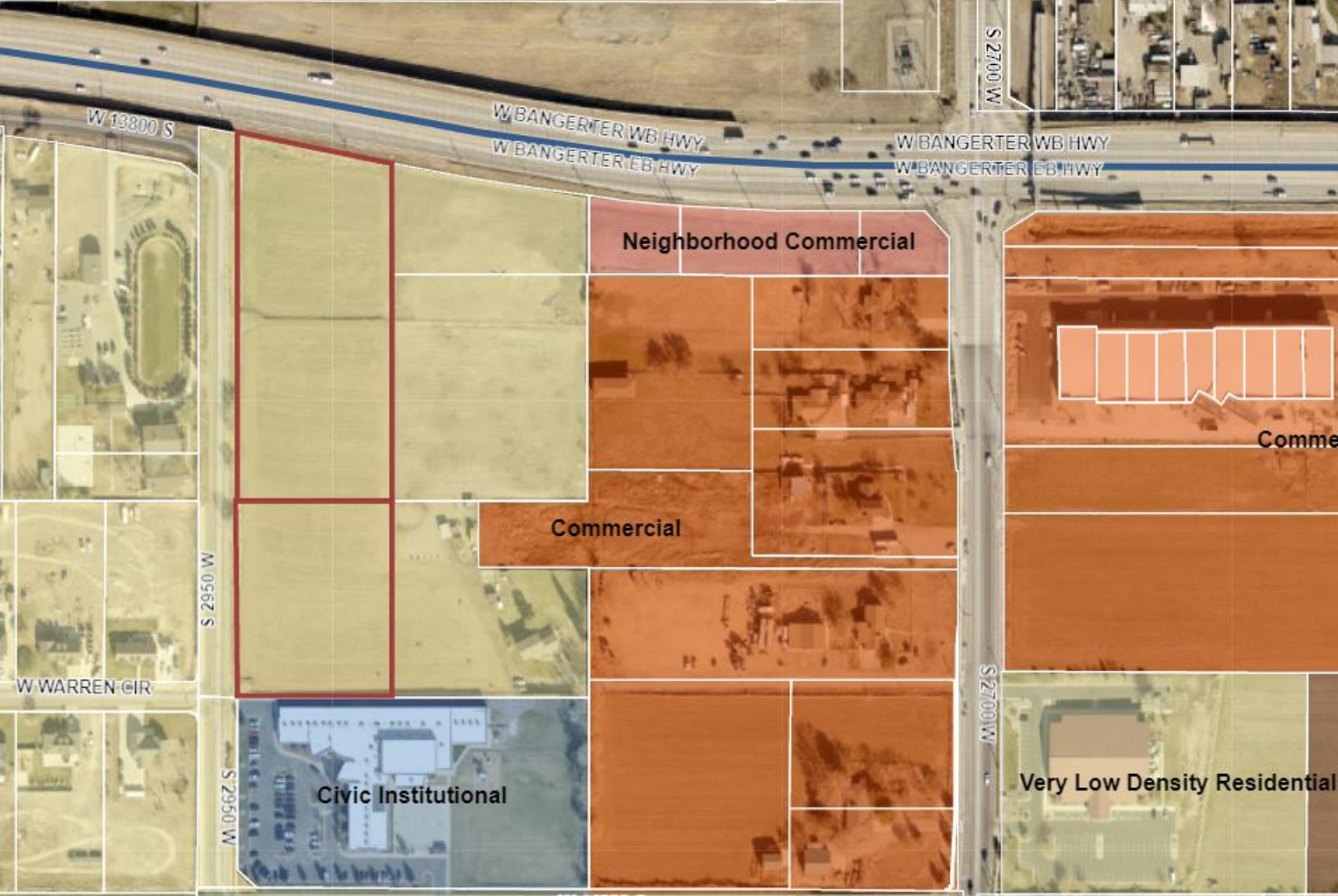
BEG N 89^51' W 993.19 FT & S 0^01'21" W 91.26 FT FR CEN SEC 4, T 4S, R 1W, SLM; S 0^01'21" W 572 FT M OR L; N 89^52'22" W 263.16 FT M OR L; N 0^01'51" E 620.41 FT M OR L; S 79^27'01" E 267.57 FT M OR L TO BEG. 3.6 AC M OR L. 8091-1657

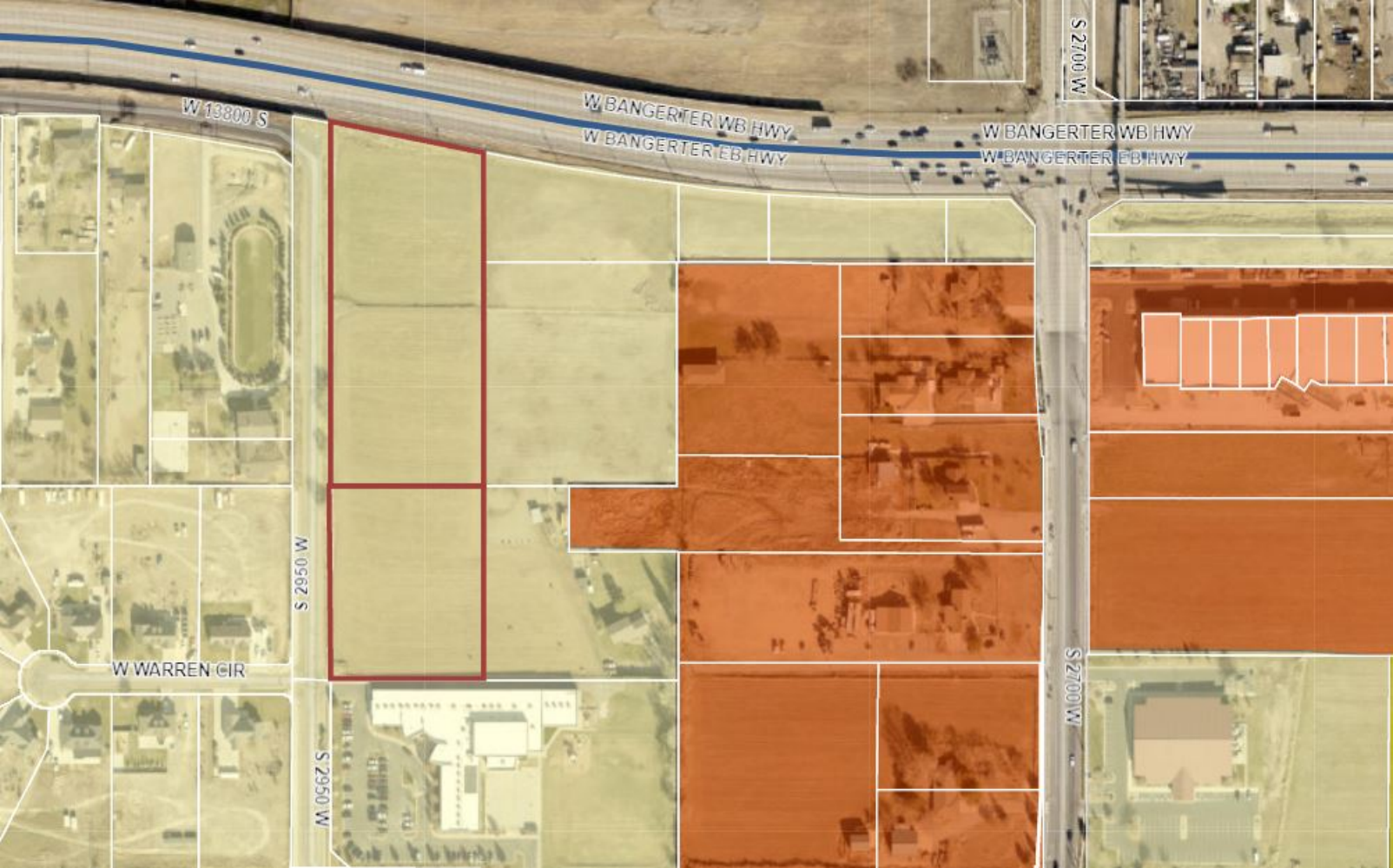
Parcel 33043260040000 Legal description:

BEG N 89^51' W 993.19 FT & S 0^01'21" W 663.26 FT FR CEN SEC4, T 4S, R 1W, SLM; S 0^01'21" W 331.61 FT M OR L; N 89^53'03" W 263.21 FT M OR L; N 0^01'51" E 331.67 FT M OR L;S 89^52'22" E 263.16 FT M OR L TO BEG. 1.99 AC M OR L. 5274-15,17 7718-1433 8091-1657






W 13800 S
W BANGERTER WB HWY
W BANGERTER EB HWY
W BANGERTER WB HWY
W BANGERTER EB HWY
S 2700 W
Neighborhood Commercial
Commercial
Comme
S 2950 W
W WARREN CIR
S 2950 W
Civic Institutional
S 2700 W
Very Low Density Residential


W 13800 S
W BANGERTER WB HWY
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S 2700 W
S 2950 W
W WARREN CIR
S 2950 W
S 2700 W

BLUFFDALE
EST. 1848

2222 West 14400 South • Bluffdale, Utah 84065 • (801) 254-2200
Community Development Department
Planning Division

STAFF REPORT
29 November 2021

To: City of Bluffdale Planning Commission
Prepared By: Jennifer Robison, Senior Planner

Re: General Plan Land Use Map and Zoning Map Amendment Applications for Tri City Center with Draft Development Agreement

Application No:	2021-43
Applicant(s):	D&H Stewart Family Holdings LLC
Address:	13855 and 13937 South 2950 West
General Plan:	From Very Low Density Residential to Commercial
Zoning:	From R-1-43 Residential to GC-1 General Commercial
Acreage:	5.59 acres
Request:	To consider an amendment to the City's General Plan Land Use Map and Zoning Map to a commercial designation for future commercial uses.

BACKGROUND

The Planning Commission conducted the public hearing and considered both applications for the General Plan Land Use Map and Zoning Map Amendments for the property listed above on November 3, 2021. The Commission voted to table any action to the next meeting scheduled for December 1, 2021 pending the exploration of a Development Agreement (DA) with the applicants to address concerns and the possibility of mitigating negative impacts currently allowed by the GC-1 General Commercial zoning requirements with the location of the property to adjacent residential uses. Staff has met with the applicants and proposed a draft development agreement outlining modifications to the current zoning requirements.

The approval of a development agreement has been the sole discretion of the City Council in the past; but with new legislation passed recently by the State, the Planning Commission is required to make a recommendation to the City Council for development agreements. With this new responsibility, Todd Sheeran, City Attorney, and other staff will be at the meeting to provide direction and assistance to the Planning Commission in the review and recommendation process, as needed.

APPROVAL CRITERIA FOR THE APPLICATION:

The Planning Commission should establish adequate findings in support of a positive or negative outcome and forward those findings to the City Council which may include, but are not limited to:

1. That future large-lot residential development may be less desirable in proximity to Bangerter Highway and future commercial uses within this area.
2. That 2950 West is a buffer or appropriate transition from commercial uses to residential uses.
3. That commercial uses may provide a balance of retail, office, employment or services uses to this

area.

4. That higher development standards for commercial development have been created to enhance the neighborhood character.
5. That the terms of the Development Agreement to modify the requirements of the proposed GC-1 Zone are consistent with the project desires and agreeable to the City.

MODEL MOTIONS FOR THE APPLICATIONS:

Model for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the General Plan Land Use Map Amendment (2021-43) from Very Low Density Residential to Commercial based on the findings presented in the Staff Report dated November 29, 2021 (and including the following additional findings):"

1. List all findings for approval…

Model for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Zoning Map Amendment (2021-43) from R-1-43 Residential to GC-1 Commercial based on the findings presented in the Staff Report dated November 29, 2021 (and including the following additional findings):"

1. List all findings for approval…

Or motion to deny based on findings presented by the Planning Commission.

ATTACHMENTS

1. Concept of proposed layout
2. Draft Development Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY, UTAH, AUTHORIZING THE EXTENSION OF THE TAX INCREMENT COLLECTION PERIOD OF AN ADDITIONAL TWO YEARS IN THE BLUFFDALE GATEWAY RDA PROJECT AREA DUE TO THE COVID-19 PANDEMIC EMERCENCY

WHEREAS, the Utah Legislature, in the Sixth 2020 Special Session, through Senate Bill 6001, amended the Utah Community Development and Renewal Agencies Act (the Act"), specifically enacting UTAH CODE ANNOTATED (" UCA") § 17C- 1- 416 (" The COVID- 19 Emergency Extension") on August 31, 2020, which authorized Community Development and Renewal Agencies such as the Redevelopment Agency of the City of Bluffdale (the Agency") to extend the collection of " Tax Increment" (as defined in UCA § 17C- 1- 403) under certain circumstances due to the COVID- 19 emergency; and

WHEREAS, the governor of the State of Utah has issued multiple emergency declarations regarding the COVID- 19 pandemic and issued orders that have shut down or negatively impacted businesses and property owners throughout the State of Utah, including businesses and enterprises within this Project Area; and

WHEREAS, the COVID- 19 Emergency Extension specifically authorizes the Agency to extend the Tax Increment collection period in the Project Area by up to two years as an impacted project area if the Agency determines the conditions resulting from the COVID- 19 emergency will likely delay the Agency' s implementation of the Project Area Plan or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected to receive from the Project Area; and

WHEREAS, the Agency on April 29, 2000, created the Bluffdale Gateway Redevelopment Project Area (" Project Area"), and adopted a Project Area Plan (" Plan") and Project Area Budget (" Budget") for the Project Area; and

WHEREAS, the Agency has carefully considered the facts and information available to the Agency on whether the COVID- 19 emergency has or will likely delay the Agency' s implementation of the Plan for the Project Area; or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Project Area Budget authorized the Agency to collect and that the Agency expected the Agency would receive from the Project Area to address the elements of the Project Area Plan; and

WHEREAS, the pandemic has caused delays in the implementation of the Project Area Plan; and

WHEREAS, pandemic and subsequent economic realities and changes have slowed the economy locally and nationally; and

WHEREAS, the resulting actions from the pandemic have delayed the financing, redevelopment, acquisition, interest, or improvement activities in the Project Area and as set forth in the Project Area Plan; and

WHEREAS, the Agency, after carefully considering all of the facts and information, is prepared to make its determinations, findings, and conclusions as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF BLUFFDALE AS FOLLOWS:

1. The Agency Board does hereby find and determine the Project Area is:
    a. An " impacted project area" as defined in UCA § 17C- 1- 416(1)(c) as the Agency expects to receive Tax Increment from the Project Area;
    b. The Project Area is subject to a project area funds collection period;
    c. The Agency has determined the conditions resulting from the COVID- 19 Emergency have caused and will likely cause further delay to the Agency' s implementation of the Project Area Plan or will likely cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected the Agency would receive from the Project Area.
2. Certain findings and determinations in Paragraph 1 above are supported by the following specific facts:
    a. The adopted Project Area Budget supports the determination by the Agency under UCA § 17C- 1- 416(1)(c)(1) that the Agency expects to receive Tax Increment from the Project Area and the determination by the Agency Board under UCA 17C- 1- 416(1)(c)(1i) that the Project Area is subject to a project area funds collection period.
    b. The adopted Project Area Plan supports the determination by the Agency under UCA § 17C- 1- 416(1)(c)(1ii) that the Project Area Plan was adopted prior to December 31, 2019.
3. The Agency finding and determination that conditions resulting from the COVID-19 Emergency have caused and may likely cause further delay to the Agency's implementation of the Project Area Plan as detailed in the Project Area Plan, including loss or delays in financing, acquisition, and/ or disposition, broker, developer and tenant retraction and uncertainties, property improvement delays and increases in construction and labor costs.
4. The Agency finding and determination that conditions resulting from the COVID- 19 Emergency will likely cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected to receive from the Project Area as detailed in the Project Area Budget, including loss or delays in financing and funding, pull back by potential tenants to Lease or expand, developers delaying to reassess unknown market changes, delays or cancellations of construction or remodeling and impact on tenant interest.
5. The Agency finds and determines that additional conditions warrant the extension of the collection period to enable the collection of sufficient funds to improve infrastructure in and benefitting the Project Area and to recruit and support the right

development in the Project Area that conforms to the Project Area Plan and City' s General Plan.

6. The date of the Project Area Plan and Budget will be extended an additional two years as authorized by ("UCA") § 17C- 1- 416, from 2021 to 2023.
7. The Agency staff is hereby directed to mail or electronically submit a copy of this Resolution after adoption to:
    a. the Utah State Tax Commission;
    b. the Utah State Board of Education;
    c. the Utah State Auditor;
    d. Salt Lake County;
    e. the Jordan School District Board of Education;
    f. each taxing entity affected by the Agency' s collection of Tax Increment from the Project Area.
8. Agency staff are hereby authorized to take all other actions necessary, including those actions required to carry out the purposes of this Resolution.
9. This Resolution shall be effective upon adoption.

PASSED AND APPROVED by the Redevelopment Agency of Bluffdale City Board this 08 day of December, 2021.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY, UTAH, AUTHORIZING THE EXTENSION OF THE TAX INCREMENT COLLECTION PERIOD OF AN ADDITIONAL TWO YEARS IN THE EASTERN BLUFFDALE ECONOMIC DEVELOPMENT PROJECT AREA DUE TO THE COVID-19 PANDEMIC EMERCENCY

WHEREAS, the Utah Legislature, in the Sixth 2020 Special Session, through Senate Bill 6001, amended the Utah Community Development and Renewal Agencies Act (the Act"), specifically enacting UTAH CODE ANNOTATED (" UCA") § 17C- 1- 416 (" The COVID- 19 Emergency Extension") on August 31, 2020, which authorized Community Development and Renewal Agencies such as the Redevelopment Agency of the City of Bluffdale (the Agency") to extend the collection of " Tax Increment" (as defined in UCA § 17C- 1- 403) under certain circumstances due to the COVID- 19 emergency; and

WHEREAS, the governor of the State of Utah has issued multiple emergency declarations regarding the COVID- 19 pandemic and issued orders that have shut down or negatively impacted businesses and property owners throughout the State of Utah, including businesses and enterprises within this Project Area; and

WHEREAS, the COVID- 19 Emergency Extension specifically authorizes the Agency to extend the Tax Increment collection period in the Project Area by up to two years as an impacted project area if the Agency determines the conditions resulting from the COVID- 19 emergency will likely delay the Agency' s implementation of the Project Area Plan or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected to receive from the Project Area; and

WHEREAS, the Agency on October 26, 1999, created the Eastern Bluffdale Economic Development Project Area (" Project Area"), and adopted a Project Area Plan (" Plan") and Project Area Budget (" Budget") for the Project Area; and

WHEREAS, the Agency on April 28, 2009 amended the Eastern Bluffdale Economic Development Project Area Budget; and

WHEREAS, the Agency has carefully considered the facts and information available to the Agency on whether the COVID- 19 emergency has or will likely delay the Agency' s implementation of the Plan for the Project Area; or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Project Area Budget authorized the Agency to collect and that the Agency expected the Agency would receive from the Project Area to address the elements of the Project Area Plan; and

WHEREAS, the pandemic has caused delays in the implementation of the Project Area Plan; and

WHEREAS, pandemic and subsequent economic realities and changes have slowed the economy locally and nationally; and

WHEREAS, the resulting actions from the pandemic have delayed the financing, redevelopment, acquisition, interest, or improvement activities in the Project Area and as set forth in the Project Area Plan; and

WHEREAS, the Agency, after carefully considering all of the facts and information, is prepared to make its determinations, findings, and conclusions as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY S FOLLOWS:

1. The Agency Board does hereby find and determine the Project Area is:
    a. An " impacted project area" as defined in UCA § 17C- 1- 416(1)(c) as the Agency expects to receive Tax Increment from the Project Area;
    b. The Project Area is subject to a project area funds collection period;
    c. The Agency has determined the conditions resulting from the COVID- 19 Emergency have caused and will likely cause further delay to the Agency' s implementation of the Project Area Plan or will likely cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected the Agency would receive from the Project Area.
2. Certain findings and determinations in Paragraph 1 above are supported by the following specific facts:
    a. The adopted Project Area Budget supports the determination by the Agency under UCA § 17C- 1- 416(1)(c)(1) that the Agency expects to receive Tax Increment from the Project Area and the determination by the Agency Board under UCA 17C- 1- 416(1)(c)(1i) that the Project Area is subject to a project area funds collection period.
    b. The adopted Project Area Plan supports the determination by the Agency under UCA § 17C- 1- 416(1)(c)(1ii) that the Project Area Plan was adopted prior to December 31, 2019.
3. The Agency finding and determination that conditions resulting from the COVID-19 Emergency have caused and may likely cause further delay to the Agency's implementation of the Project Area Plan as detailed in the Project Area Plan, including loss or delays in financing, acquisition, and/ or disposition, broker, developer and tenant retraction and uncertainties, property improvement delays and increases in construction and labor costs.
4. The Agency finding and determination that conditions resulting from the COVID- 19 Emergency will likely cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected to receive from the Project Area as detailed in the Project Area Budget, including loss or delays in financing and funding, pull back by potential tenants to Lease or expand, developers delaying to reassess unknown market changes, delays or cancellations of construction or remodeling and impact on tenant interest.

5. The Agency finds and determines that additional conditions warrant the extension of the collection period to enable the collection of sufficient funds to improve infrastructure in and benefitting the Project Area and to recruit and support the right development in the Project Area that conforms to the Project Area Plan and City' s General Plan.
6. The date of the Project Area Plan and Budget will be extended an additional two years as authorized by ("UCA") § 17C- 1- 416, from 2023 to 2025.
7. The Agency staff is hereby directed to mail or electronically submit a copy of this Resolution after adoption to:
    a. the Utah State Tax Commission;
    b. the Utah State Board of Education;
    c. the Utah State Auditor;
    d. Salt Lake County;
    e. the Jordan School District Board of Education;
    f. each taxing entity affected by the Agency' s collection of Tax Increment from the Project Area.
8. Agency staff are hereby authorized to take all other actions necessary, including those actions required to carry out the purposes of this Resolution.
9. This Resolution shall be effective upon adoption.

PASSED AND APPROVED by the Bluffdale City Redevelopment Agency Board this 08 day of December, 2021.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BLUFFDALE CITY REDEVELOPMENT AGENCY, UTAH, AUTHORIZING THE EXTENSION OF THE TAX INCREMENT COLLECTION PERIOD OF AN ADDITIONAL TWO YEARS IN THE JORDAN NARROWS ECONOMIC DEVELOPMENT PROJECT AREA DUE TO THE COVID-19 PANDEMIC EMERCENCY

WHEREAS, the Utah Legislature, in the Sixth 2020 Special Session, through Senate Bill 6001, amended the Utah Community Development and Renewal Agencies Act (the Act"), specifically enacting UTAH CODE ANNOTATED (" UCA") § 17C- 1- 416 (" The COVID- 19 Emergency Extension") on August 31, 2020, which authorized Community Development and Renewal Agencies such as the Redevelopment Agency of the City of Bluffdale (the Agency") to extend the collection of " Tax Increment" (as defined in UCA § 17C- 1- 403) under certain circumstances due to the COVID- 19 emergency; and

WHEREAS, the governor of the State of Utah has issued multiple emergency declarations regarding the COVID- 19 pandemic and issued orders that have shut down or negatively impacted businesses and property owners throughout the State of Utah, including businesses and enterprises within this Project Area; and

WHEREAS, the COVID- 19 Emergency Extension specifically authorizes the Agency to extend the Tax Increment collection period in the Project Area by up to two years as an impacted project area if the Agency determines the conditions resulting from the COVID- 19 emergency will likely delay the Agency' s implementation of the Project Area Plan or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected to receive from the Project Area; and

WHEREAS, the Agency on April 29, 2000, created the Jordan Narrows Economic Development Project Area (" Project Area"), and adopted a Project Area Plan (" Plan") and Project Area Budget (" Budget") for the Project Area; and

WHEREAS, the Agency has carefully considered the facts and information available to the Agency on whether the COVID- 19 emergency has or will likely delay the Agency' s implementation of the Plan for the Project Area; or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Project Area Budget authorized the Agency to collect and that the Agency expected the Agency would receive from the Project Area to address the elements of the Project Area Plan; and

WHEREAS, the pandemic has caused delays in the implementation of the Project Area Plan; and

WHEREAS, pandemic and subsequent economic realities and changes have slowed the economy locally and nationally; and

WHEREAS, the resulting actions from the pandemic have delayed the financing, redevelopment, acquisition, interest, or improvement activities in the Project Area and as set forth in the Project Area Plan; and

WHEREAS, the Agency, after carefully considering all of the facts and information, is prepared to make its determinations, findings, and conclusions as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF BLUFFDALE AS FOLLOWS:

1. The Agency Board does hereby find and determine the Project Area is:
    a. An " impacted project area" as defined in UCA § 17C- 1- 416(1)(c) as the Agency expects to receive Tax Increment from the Project Area;
    b. The Project Area is subject to a project area funds collection period;
    c. The Agency has determined the conditions resulting from the COVID- 19 Emergency have caused and will likely cause further delay to the Agency' s implementation of the Project Area Plan or will likely cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected the Agency would receive from the Project Area.
2. Certain findings and determinations in Paragraph 1 above are supported by the following specific facts:
    a. The adopted Project Area Budget supports the determination by the Agency under UCA § 17C- 1- 416(1)(c)(1) that the Agency expects to receive Tax Increment from the Project Area and the determination by the Agency Board under UCA 17C- 1- 416(1)(c)(1i) that the Project Area is subject to a project area funds collection period.
    b. The adopted Project Area Plan supports the determination by the Agency under UCA § 17C- 1- 416(1)(c)(1ii) that the Project Area Plan was adopted prior to December 31, 2019.
3. The Agency finding and determination that conditions resulting from the COVID-19 Emergency have caused and may likely cause further delay to the Agency's implementation of the Project Area Plan as detailed in the Project Area Plan, including loss or delays in financing, acquisition, and/ or disposition, broker, developer and tenant retraction and uncertainties, property improvement delays and increases in construction and labor costs.
4. The Agency finding and determination that conditions resulting from the COVID- 19 Emergency will likely cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected to receive from the Project Area as detailed in the Project Area Budget, including loss or delays in financing and funding, pull back by potential tenants to Lease or expand, developers delaying to reassess unknown market changes, delays or cancellations of construction or remodeling and impact on tenant interest.
5. The Agency finds and determines that additional conditions warrant the extension of the collection period to enable the collection of sufficient funds to improve infrastructure in and benefitting the Project Area and to recruit and support the right

development in the Project Area that conforms to the Project Area Plan and City' s General Plan.

6. The date of the Project Area Plan and Budget will be extended an additional two years as authorized by ("UCA") § 17C- 1- 416, from 2026 to 2028.
7. The Agency staff is hereby directed to mail or electronically submit a copy of this Resolution after adoption to:
    a. the Utah State Tax Commission;
    b. the Utah State Board of Education;
    c. the Utah State Auditor;
    d. Salt Lake County;
    e. the Jordan School District Board of Education;
    f. each taxing entity affected by the Agency' s collection of Tax Increment from the Project Area.
8. Agency staff are hereby authorized to take all other actions necessary, including those actions required to carry out the purposes of this Resolution.
9. This Resolution shall be effective upon adoption.

PASSED AND APPROVED by the Redevelopment Agency of Bluffdale City Board this 08 day of December, 2021.