



**BLUFFDALE CITY COUNCIL
MEETING AGENDA
Wednesday, August 26, 2015**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, August 26, 2015 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at 7:00 p.m. or as soon thereafter as possible. Notice is further given that access to this meeting by the Mayor and or City Council may be by electronic means via telephonic conference call.

BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING 7:00 P.M.

1. Roll Call, Invocation, Pledge of Allegiance*
2. Interviews with applicants for the vacancy on the Bluffdale City Council.
3. Closed meeting pursuant to Utah Code § 52-4-205(1) to discuss the character, professional competence, or health of an individual.
4. Consideration and vote on a resolution appointing an individual to fill the vacancy on the Bluffdale City Council through the remainder of 2015, staff presenter, Vaughn Pickell.
5. Administering of the Oath of Office for the Interim Councilmember, by Judge Scott Mickelsen.
6. **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).
7. **CONSENT AGENDA** –
 - 7.1 Approval of the July 22, 2015 meeting minutes.
 - 7.2 Approval of the August 12, 2015 meeting minutes.
 - 7.3 Preliminary Acceptance of Independence at the Point Phase I-3, beginning the warranty period.
 - 7.4 Acceptance of Independence at the Point Phase D-7, ending the warranty period.
8. Discussion regarding the zoning of 14-acres of property, located at approximately 14400 South 2200 West, Kathi Jones Bergquist, Alyn Jones and Patty Sleight, family members of Heber Jones, property owner.
9. **PUBLIC HEARING** – Consideration and vote on a Plat Amendment Application to amend Lot 74 of the Sage Estates Phase 2A Subdivision, located at approximately 14294 South Loumis Parkway (1300 West), BHD Architects, applicant, staff presenter, Grant Crowell.
10. **PUBLIC HEARING** – Consideration and vote on a Site Plan Application for The Church of Jesus Christ of Latter-day Saints Meetinghouse, located at approximately 14294 South Loumis Parkway (1300 West), BHD Architects, applicant, staff presenter, Grant Crowell.
11. **PUBLIC HEARING** – Consideration and vote on a proposed amendment to Chapter 11-35-2 of the City of Bluffdale Land Use Ordinance to allow Storage Units as a Conditional Use in the Heavy Commercial Zone (HC), Nate Shipp, 4 Independence, LLC, applicant, staff presenter, Grant Crowell.

12. **PUBLIC HEARING** – Consideration and vote on an ordinance adopting an Impact Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA) for Parks & Recreation, Storm Drainage, Culinary Water, Secondary Water, Public Safety, and Transportation, staff presenter, Brent Ventura.
13. Consideration and vote on an ordinance amending Section 12-5-3 of the Bluffdale City Code relating to the maximum number of building permits that may be issued on a single point of ingress and egress, David Tolman, applicant, staff presenter, Vaughn Pickell.
14. Reconsideration of Ordinance 2015-08, approving the Adjustment of a Common Municipal Boundary with Draper City, staff presenter, Grant Crowell.
15. Consideration and vote on a resolution authorizing the execution of an encroachment agreement for construction of a meter station in an easement/right-of-way held by Jordan Valley Water Conservancy District, staff presenter, Vaughn Pickell.
16. Consideration and vote on a resolution authorizing the execution of an Interlocal Cooperation Agreement for Corridor Preservation Grant Funds, staff presenter, Michael Fazio.
17. Consideration and vote on a resolution authorizing the execution of a Temporary Access Easement with Bluffdale Marketplace, LC, staff presenter, Vaughn Pickell.
18. Mayor's Report
19. City Manager's Report and Discussion

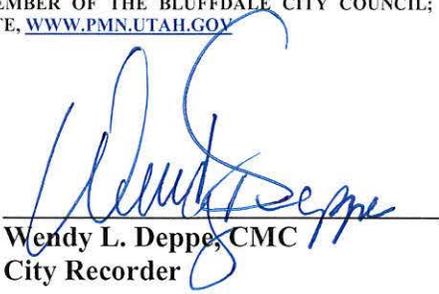
PLANNING SESSION

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

20. Presentation and discussion regarding Jordan Narrows Road, staff presenter, Michael Fazio.
21. Discussion relating to the appointment of a JWCD Trustee Member.
22. Discussion of Gateway Redwood RDA Project Area.
23. 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).
24. Adjournment

Dated this 21st day of August, 2015

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


Wendy L. Deppe, CMC
City Recorder

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

Agenda Item 2



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

To: Mayor and City Council
From: Vaughn R. Pickell, AICP, City Attorney
Date: August 19, 2015
Re: Appointment of City Council Member to Fill Vacancy

Mayor and Council Members:

Appointing a person to fill a council member's unexpired term is an infrequent issue. The unique process to fill the vacancy is spelled out in state statute. See Utah Code Ann. § 20A-1-510.

Process

- 1. Interview candidates.** The City Council shall first interview each person who has submitted their name for consideration and meets the qualifications for office. One way this might be done is to allow the person to present why they would be a good person to fill the vacancy and then allow the City Council to ask questions.
- 2. Closed meeting.** If needed or desired, after the interviews are complete, we have scheduled a closed meeting for the Council to discuss the character, competence or health of the candidates. There is also another closed meeting scheduled for later in the agenda to discuss other permissible closed-meeting items.
- 3. Initial vote.** The City Council must take an initial vote. The statute does not prescribe a method for doing this. We propose a process of each council member submitting two votes for their top two choices by secret ballot. The City Recorder will identify the top two vote getters.
- 4. Final vote.** The statute requires the two applicants with the highest number of votes to appear before the Council for the final vote. The final vote is only between the top two applicants identified in the first vote. If there is a tie, the tie is broken by chance. You could flip a coin or draw the name out of a hat, for example.
- 5. Resolution.** Once the Council has identified the top applicant, it would be appropriate to adopt the resolution officially designating the individual as the person who will fill the vacancy.

A possible motion could be as follows:

I move to approve/deny the resolution appointing _____ to fill the vacancy on the City Council.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

Agenda Item 4

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

**A RESOLUTION OF THE BLUFFDALE CITY COUNCIL APPOINTING
_____ TO FILL THE VACANCY ON THE CITY COUNCIL
UNTIL JANUARY 4, 2016.**

WHEREAS Heather Pehrson was elected by the public to serve on City Council of the City of Bluffdale (“City”);

WHEREAS Mrs. Pehrson resigned effective July 23, 2015;

WHEREAS the City has given notice of the vacancy as required by Utah Code Ann. § 20A-510; and

WHEREAS the City Council has followed the procedure outlined in Section 20A-1-510 and has chosen an individual to fill the vacancy;

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

Section 1. Appointment. The Bluffdale City Council hereby appoints _____ to fill the vacancy on the City Council to serve until January 4, 2016, whereupon a person chosen by Bluffdale voters in the 2015 municipal election will be sworn in.

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

PASSED AND APPROVED: July 22, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council: Yes No

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

Agenda Item 7



*****AMENDED BLUFFDALE CITY COUNCIL
MEETING AGENDA
Wednesday, July 22, 2015**

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BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING 7:00 P.M.

1. Roll Call, Invocation, Pledge of Allegiance*
2. **PUBLIC FORUM** – (4 minute maximum per person to bring items not already on the agenda before the Council. Participants are encouraged to submit a written statement (1 copy) for items that are complex or that may require more than 4 minutes to present).
3. **CONSENT AGENDA** –
 - 3.1 Approval of the June 24, 2015 meeting minutes.
 - 3.2 Approval of the July 08, 2015 meeting minutes.
4. Presentation and update regarding Bluffdale City Hall Design Workshop, Jim Child, JRCA.
5. ***Discussion regarding the zoning of 14-acres of property, located at approximately 14400 South 2200 West, Kathi Jones Bergquist, Alyn Jones and Patty Sleight, family members of Heber Jones, property owner.
6. Presentation and discussion regarding the Bluffdale City Police Department Quarterly Statistical Report, staff presenter, Sergeant Shane Taylor.
7. *****PUBLIC HEARING** - Consideration and vote on a proposed amendment to Chapter 12-5-3(F) of the Bluffdale City Land Use Ordinance to allow a temporary emergency second point of ingress and egress for more than (30) residential lots, David Tolman, applicant, staff presenter, Jennifer Robison.
8. Consideration and vote on a proposed preliminary plat for Mountain Pointe Business Park, a seven lot subdivision for an industrial office building park, located at approximately 930 West 14600 South, Justin Earl, ICO Development, applicant, staff presenter, Alan Peters.
9. Consideration and vote on a proposed final plat for Mountain Pointe Business Center Phase 1, a one lot subdivision in an industrial office building park, located at approximately 930 West 14600 South, Justin Earl, ICO Development, applicant, staff presenter, Alan Peters.
10. Consideration and vote on a resolution approving a request for a refund of Storm Drainage Impact Fees previously paid by ICO Development, Justin Earl, ICO Development, applicant, staff presenter, Alan Peters.

11. **PUBLIC HEARING** – Consideration and vote on a proposed plat amendment for Center Point Business Park Plat “A” PUD Amended 2 in order to relocate an existing utility easement, located on lot 9, Ken Day, applicant, staff presenter, Alan Peters.
12. **PUBLIC HEARING** – Consideration and vote on a proposed site plan for a new 24,940 sq. ft. office/warehouse building to be located at 974 West 14420 South, lot 9, Center Point Business Park, Ken Day, applicant, staff presenter, Alan Peters.
13. *****PUBLIC HEARING** – Consideration and vote on an ordinance approving the adjustment of a common municipal boundary with Draper City, staff presenter, Grant Crowell.
14. Consideration and vote on a resolution authorizing the negotiated amendments to the Encroachment Agreement with Utah Lake Distributing Company (ULDC) for the storm drain pipe, staff presenter, Matt Chadwick.
15. Mayor’s Report
16. City Manager’s Report and Discussion

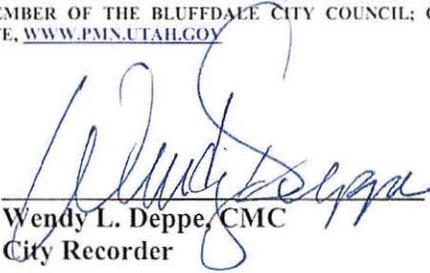
PLANNING SESSION

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

17. **WORK SESSION** – Regarding the subdivision and future public streets of the Dansie’s property, located at approximately 14525 South 3400 West, Kenneth and Colleen Dansie.
18. Closed meeting pursuant to Utah Code § 52-4-205(1) to discuss the character, professional competence, or health of an individual, collective bargaining, pending or imminent litigation, strategies to discuss real property acquisition, including any form of a water right or water shares, security issues, or any alleged criminal misconduct (if needed).
19. Adjournment

Dated this 21st day of July, 2015

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Wendy L. Deppe, CMC
City Recorder

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

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, July 22, 2015**

- 1 **Present:** Mayor Derk Timothy
2 Bruce Kartchner
3 Ty Nielsen
4 Heather Pehrson
5 Justin Westwood
6
7 **Staff:** Mark Reid, City Manager
8 Vaughn Pickell, City Attorney
9 Grant Crowell, City Planner/Economic Development Director
10 Michael Fazio, City Engineer
11 Blain Dietrich, Public Works Operations Manager
12 Alan Peters, Associate City Planner
13 Jennifer Robison, Associate City Planner
14 Matthew Chadwick, Assistant City Engineer
15 Wendy Deppe, City Recorder
16 Shane Taylor, Police Sergeant
17 Police Chief, Andy Burton
18 Fire Chief, John Roberts
19
20 **Excused:** Alan Jackson
21
22 **Others:** Dave Tolman, Aclaime
23 Jim Child, JRCA
24 Justin Earl, ICO Development
25 Ken Day, Property Management Company
26 Boyd Preece, Council Member Candidate
27 James L. Wingate, Council Member Candidate
28

29 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**

30
31 Mayor Derk Timothy called the meeting to order at 7:00 p.m.

32
33 **1. Roll Call, Invocation, and Pledge.**

34
35 All Members of the City Council were present with the exception of Alan Jackson, who was
36 excused.

37
38 Heather Pehrson offered the invocation.

39
40 Ty Nielsen led the Pledge of Allegiance.
41

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
MEETING MINUTES
Wednesday, July 22, 2015**

1 **2. PUBLIC FORUM.**
2

3 Mayor Timothy acknowledged that Heather Pehrson will be moving out of state and will resign.
4 Gratitude was expressed for her time served on the City Council. The Mayor presented her with a
5 commemorative plaque in appreciation of her service to the City of Bluffdale.

6
7 **3. CONSENT AGENDA:**
8

9 **3.1 Approval of the June 24, 2015, Meeting Minutes.**
10

11 **3.2 Approval of the July 08, 2015, Meeting Minutes.**
12

13 **Ty Nielsen moved to approve the consent agenda. Bruce Kartchner seconded the motion.**

14 **The motion passed with the unanimous consent of the Council.**

15
16 **4. Presentation and Update Regarding Bluffdale City Hall Design Workshop, Jim**
17 **Child, JRCA.**
18

19 Architect Jim Child provided an update on the City Hall Design Workshop and stated that the total
20 square footage is 34,010. The various spaces were described. Mr. Child stated that the Council
21 Chambers and the Multi-Purpose Room can be combined to create a large open space. Other
22 design details were also discussed such as a combined Council/Courtroom. Mr. Child described
23 how the building will flow and ways the courtroom will remain secure. It was noted that the
24 Judge's chambers will have a separate entrance and restroom. Office areas were described.

25
26 Heather Pehrson asked how much thought had gone into the audio visual components of the
27 building. Mr. Child stated that they have been discussed but it is still quite early to finalize them.
28 He stated that in the Council/Multi-Purpose Room there are a variety of ways to project and view
29 things.

30
31 He indicated that early in the design phase test wells will be drilled and used if that type of system
32 is pursued. The test wells will show how many wells need to be drilled. They can also determine
33 how cost effective the system will be because of the ground conditions. Mayor Timothy proposed
34 that test wells be drilled so that the design and cost comparison can be done accurately. The cost

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**BLUFFDALE CITY COUNCIL
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1 of drilling the two wells was estimated at \$15,000. Cost issues were discussed. Mr. Child
2 explained that before drilling they will meet with a Mechanical Engineer who can obtain
3 geotechnical information and make a judgement call about feasibility. The purpose of the test
4 wells is to take the guesswork out of the rest of the system. Mayor Timothy asked for the
5 difference between the two systems.

6
7 The Mayor thought the space was well used and liked that there is no wasted space.

8
9 Mr. Child reviewed the 110-foot length of the ramp that would go to the basement versus the
10 option of stairs. It was noted that the ramp would be used to transport and store Bluffdale Arts
11 Advisory Board equipment.

12
13 **5. Discussion Regarding the Zoning of 14 Acres of Property, Located at Approximately**
14 **14400 South 2200 West, Kathi Jones Bergquist, Alyn Jones, and Patty Sleight, Family**
15 **Members of Heber Jones, Property Owner.**

16
17 **Bruce Kartchner moved to remove the above matter from the agenda indefinitely. Ty**
18 **Nielsen seconded the motion. The motion passed with the unanimous consent of the Council.**

19
20 **6. Presentation and Discussion Regarding the Bluffdale City Police Department**
21 **Quarterly Statistical Report, Staff Presenter, Sergeant Shane Taylor.**

22
23 Chief Burton expressed appreciation to Heather Pehrson for her support of the Police Department
24 during her time on the Council.

25
26 Chief Burton reported that law enforcement in Utah has been involved in supporting the Special
27 Olympics for many years. He described various events the department has participated in from
28 April to July 2015. These include Special Olympics events and Officer SWAT trainings. The
29 Chief also highlighted upcoming events the Police Department will be involved in such as the
30 Veterans Memorial.

31
32 Heather Pehrson appreciated the presence the Police Department has had in the community and for
33 their service.

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1
2 Chief Burton reported that over the past few years they have upgraded equipment and training. He
3 stated that their team is top notch. He commended the Mayor for his support, which contributed to
4 the overwhelming success of the recent SWAT Team training. The Mayor was presented with a
5 special award.

6
7 Chief Burton identified areas where the Police Department supports the Bluffdale precinct portion
8 of the department, which is principally in the areas of administration. The Bluffdale and Saratoga
9 Springs precincts help back each other in terms of backup and it is a mutually beneficial
10 relationship.

11
12 Ty Nielsen expressed appreciation to Chief Burton.

13
14 Mayor Timothy reported that at three monthly Mayor’s Meetings in a row he received complaints
15 from residents about police-related issues. He was able to talk to Sergeant Taylor and the
16 department responded very well. At the last meeting there were no complaints about speeding or
17 running stop signs. He thought that increased awareness in those areas has been very much
18 appreciated.

19
20 Sergeant Taylor reported on recent burglaries in the community and described efforts taken
21 including working with other departments on the investigation and surveillance. It was reported
22 that a person of interest was identified and the case was moving forward. He stated that with the
23 increased nightly patrols the burglaries have stopped.

24
25 Sergeant Taylor presented the Police Department Quarterly Statistical Report and compared data
26 from the months of April and May to the same months in 2013 and 2014. Calls for service
27 increased dramatically and officers have been very busy. Citizen assists was the highest category
28 and officers have made an effort to reach out to those needing help on the roadside. The category
29 for Extra Patrols included people on vacation who would like added security, businesses, and the
30 Camp Williams Base.

31

DRAFT – FOR DISCUSSION PURPOSES ONLY

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1 Traffic citation data was next presented along with response time data. Average response times
2 were reported at approximately eight minutes. They do not include emergency calls where
3 response times are much faster. Sergeant Taylor reported that extreme emergency call response
4 times are two to four minutes.

5
6 Sergeant Taylor reported that there were a total of 328 incidents in June including five burglaries,
7 four vehicle burglaries, two thefts, five domestic disputes, one vehicle theft, one child abuse case,
8 five criminal mischief cases, two missing persons, and no assaults. There were currently 97 active
9 cases under investigation. Nine of the cases were screened by the District or City Attorney's
10 Office, and nine involved arrests. There were 38 suspicious calls and 27 alarm calls. The number
11 of traffic offenses decreased. Sergeant Taylor reported that officers are very busy and the
12 department is fully staffed.

13
14 Monthly case statistics were presented. Sergeant Taylor reported that there are currently 89 active
15 cases, 59 new cases, and 77 cases cleared.

16
17 7. **PUBLIC HEARING: Consideration and Vote on a Proposed Amendment to Chapter**
18 **12-5-3(F) of the Bluffdale City Land Use Ordinance to Allow a Temporary**
19 **Emergency Second Point of Ingress and Egress for more than (30) Residential Lots,**
20 **David Tolman, Applicant, Staff Presenter, Jennifer Robison.**

21
22 Associate City Planner, Jennifer Robison, presented the staff report and stated that the application
23 is proposed by Westgate Partners who was represented by Dave Tolman. She indicated that the
24 1000 West connection is very important and provides circulation in the City. It is also shown on
25 the current Master Plan and there had been some discussion about how the access will impact the
26 property recently approved for 256 units. Mrs. Robison identified the access into the
27 development. The current ordinance states that only up to 30 units or lots can be accessed by one
28 access. The applicant was proposing to increase that to allow one access for all 256 units with a
29 possible temporary access.

30
31 Staff reviewed the proposed text amendment along with the DRC. The items shown in red in the
32 staff report represented the proposed changes. It was recommended that there be a secondary

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**BLUFFDALE CITY COUNCIL
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1 access with a locked gate that would be accessible to emergency personnel. The concern was that
2 the proposed location is near the canal crossing where there is an existing gate owned by private
3 property owners. The special access would have to cross over the Newman property. To the north
4 is Westgate Partners as well as other private properties. The Planning Commission reviewed the
5 request and made a recommendation with findings set forth in the staff report. There was concern
6 that there was not enough evidence from the Fire Chief and Police Chief about the locked gate.
7 They also asked if written permission had been received from the private property owner, Mr.
8 Newman, about using some of his property for the proposed access.

9
10 Staff felt that the proposed amendment represents a substantial deviation from the ordinance.
11 There was also concern about how to access the locked gate and how it would function. It was
12 noted that all of the access for construction and residential traffic would be pushed back to 1000
13 West into the DAI portion of Independence.

14
15 Mrs. Robison stated that if the applicant could provide a 20-foot unobstructed access to 14600
16 South he could be approved for all 256 units. In response to a question raised by Heather Pehrson
17 about who controls the gate, it was Mrs. Robison's understanding that the gate is on the Newman
18 property.

19
20 City Attorney, Vaughn Pickell, reported that Westgate has an easement that was signed by their
21 predecessors. Even though the gate is physically on a neighboring property, Westgate would have
22 the right to control access to the gate. Access issues were discussed.

23
24 Dave Tolman gave his address as 1245 Westwood Drive and was present representing the
25 applicant. He explained that the gate was constructed by the Erickson family who manages the
26 access. The intent was for the gate to be accessible to emergency personnel. In the event of a
27 problem it would be a crash gate. Keys would be provided to the Fire Marshall, Police
28 Department, and Fire Department. When the property owners got together they wanted to make
29 sure that each had access to their property. As a result, Westgate has an easement that runs across
30 the Newman property. The intent was to move forward and get the roads in. He noted that their

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1 first lot won't be permitted until October and people are expected to start moving in in February or
2 March.

3
4 Mr. Tolman indicated that the desire was to find a way to utilize a temporary access until the
5 access is completed. Each of the three developers agreed to put up \$300,000 for a total of
6 \$900,000 for the construction of the road. They are ready, willing, and able to do the work as
7 soon as the access is acquired and the engineering is completed.

8
9 Bruce Kartchner suggested expanding the access over the canal to avoid going across the Newman
10 property or leaving the gate locked. Mr. Tolman explained that the Easement Agreement specifies
11 that it should be controlled as a private road and would not allow for through traffic. In response
12 to a question raised by Heather Pehrson, Mr. Tolman reported that the cost of crossing the canal is
13 approximately \$100,000. Other options were discussed. Mrs. Robison explained that the City
14 does not want there to be any crossing of the detention area.

15
16 Mr. Tolman referenced Section 2 of the Development Agreement, which states that in the event of
17 a conflict between the agreement, the Westgate Project Plan, and City ordinances, the agreement
18 and the Westgate Project plan shall control. It further states that in all events, the City shall agree
19 to properly adopt the agreement as a change and/or modification to the City ordinance with respect
20 to the Westgate property. The City further agrees to take any and all action to cause adoption of
21 the agreement as a change or modification to the City ordinances.

22
23 City Manager, Mark Reid, reported that the direction staff was given was to accept an offer.
24 Mr. Tolman thought that was fair. He stated that there was concern raised by City Engineer,
25 Michael Fazio, about the existing culvert and whether it had been engineered properly. A report
26 was prepared and submitted to the Engineering Department to ensure that it is sound and secure
27 and can accommodate emergency vehicles. Some work needed to be done on the culvert to make
28 it safer. It was also necessary to purchase right-of-way and make the property available for
29 construction.

30

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1 Mr. Tolman stated that from the standpoint of the project itself, the lots will be ready in October
2 and there will be a 60 to 90-day process. Timing issues of the road were discussed. Mayor
3 Timothy stated that the City is being pulled a different direction and trying to protect the residents
4 of Independence. Mr. Tolman felt that the access would not be needed beyond October but noted
5 that the road will not be complete. The Council, staff, and the applicant addressed clarifying
6 questions relative to options that would make the Council more comfortable with the request.

7
8 Mr. Tolman stated that the Newman property was given certain rights based on them adhering to
9 the development of the project. The access onto 1000 West was approved as part of the plan. In
10 his view, if they deny access they are in violation of the Development Agreement. Mr. Reid stated
11 that they are probably not saying “no” but do not want to do it right now. Mr. Tolman stated that
12 if that is the case they could wait 25 years but the Development Agreement granted rights to other
13 parcels based on those access points.

14
15 Mayor Timothy opened the public hearing. There were no members of the public wishing to
16 speak. The public hearing was closed.

17
18 Chief John Roberts commented on safety issues and stated that the road does not line up with the
19 bridge. He felt that modifications need to be made to the gate to ensure that is in unobstructed. It
20 was his opinion that there was confusion with respect to emergency accesses. Bruce Kartchner
21 agreed and stated that from an emergency standpoint it is normal for a road to be built one-half at
22 a time. When the ultimate construction of 1000 West goes through he believed it would still be
23 possible to allow access without having to shut everything down. It was noted that the road
24 alignment would have to be shifted and will cross private property. Sergeant Taylor felt that if the
25 culvert were large enough it would be sufficient to accommodate emergency vehicles.

26
27 Mr. Tolman commented that the culvert that runs along the side is not on where the road will go.
28 The road will actually run to the side of it so it will never be blocked off. It was confirmed that
29 the new bridge/culvert must be built to the roadway and will not impose upon the current culvert.
30 Ty Nielsen felt it was too open ended and asked at what point it will no longer be needed as a

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1 temporary access. Mayor Timothy commented that eventually the property will be acquired.
2 Bruce Kartchner stated that the development to the south essentially meets the requirements but
3 will create a similar problem. He did not support the amendment as currently written because it
4 allows something similar in any area of Independence.

5
6 Mr. Pickell felt that in some ways it is too specific to refer to a Development Agreement that was
7 adopted in 2007. Possible options were discussed such as a sunset clause.

8
9 Council Member Westwood supported the idea of having the secondary access around the
10 subdivision due to the elementary school and the church. The Mayor suggested putting a limit on
11 construction traffic. Bruce Kartchner asked staff if the road could be completed if there were
12 limits set including a limit of one year and a maximum of 115 units. A consensus of the Council
13 supported staff drafting a plan for consideration.

14
15 Ross Holliday, a Draper resident who resides at 14051 Sage Hollow Drive, indicated that he is a
16 builder and a member of the Salt Lake Home Builders Association. They had been working with
17 Dave Tolman for two years in an effort to move forward. He felt it was difficult to create a
18 predictable outcome for planning. He suggested the developer pay deposits with the risk of 30
19 units being able to be built at one time. Additionally, he felt that the reality is that no residents
20 will want to occupy homes until March, at the earliest. He recommended holding off of on the
21 text amendment and enacting something similar to the sunset clause and make the necessary
22 changes now.

23
24 **Bruce Kartchner moved to table the matter until the next meeting. Ty Nielsen seconded the**
25 **motion. The motion passed with the unanimous consent of the Council.**

26
27 **8. Consideration and Vote on a Proposed Preliminary Plat for Mountain Pointe**
28 **Business Park, a Seven-Lot Subdivision for an Industrial Office Building Park,**
29 **Located at Approximately 930 West 14600 South, Justin Earl, ICO Development,**
30 **Applicant, Staff Presenter, Alan Peters.**

31

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1 **9. Consideration and Vote on a Proposed Final Plat for Mountain Pointe Business**
2 **Center Phase 1, a One-Lot Subdivision in an Industrial Office Building Park, Located**
3 **at Approximately 930 West 14600 South, Justin Earl, ICO Development, Applicant,**
4 **Staff Presenter, Alan Peters.**
5

6 Associate City Planner, Alan Peters, reported that agenda item numbers eight and nine would be
7 discussed together but voted on separately. He presented the staff report and identified the
8 property on a map displayed. He reported that Ivory Commercial also received site plan approval
9 for the proposed seven industrial buildings. The overall site has already been approved and no
10 further changes were proposed. The applicants have requested to subdivide the property into
11 seven building lots ranging in size from 4.4 acres to 10.72 acres. Each lot would include one
12 industrial office warehouse building, parking, landscaping, and drive aisles.

13
14 Storm water issues were discussed. Mr. Peters reported that the storm water manual requires that
15 detention ponds fully drain within 48 hours of a 100-year storm. To mitigate concerns, a six-foot
16 fence will be installed around the perimeter of the pond to keep people out when the water is high.
17 They will also provide an emergency outfall system in the event it overflows. It was noted that the
18 pond will be 5 ½ feet deep.

19
20 Mayor Timothy's intent was for there to be individual ownership. He asked who will ultimately
21 end up with the detention pond and the associated responsibility. Mr. Peters stated that it would
22 lie entirely on Lot 7. Bruce Kartchner asked if the storm water system for the entire project will
23 be put in prior to some of the lots being built. Mr. Peters stated that it likely will not be entirely.
24 They would have to accommodate storm water for each individual site. Mayor Timothy
25 commented that individual ownership could become a potential issue. He noted that storm water
26 on private property has been an issue.

27
28 Mr. Pickell recommended the detention pond be on its own parcel and maintained by the HOA.
29 Any flooding that occurs would be the responsibility of the private property owner.

30
31 With regard to the final plat, Mr. Peters stated that what is proposed is the first phase of the
32 development. The building on the property is already under construction. The final plat consists

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1 of one lot that is 7.12 acres in size. The plat also includes a roadway dedication for 14600 South.
2 A number of easements run through the property. The entire development will have two access
3 points. One condition was proposed.

4
5 Justin Earl was present representing ICO Development and stated that Ivory Commercial doesn't
6 sell lots and they have no intention to sell. The matter was being brought forward because they
7 don't want to be stuck dealing with one bank for the entire project. They would prefer to have
8 individual plats. He noted that the project is planned for a 100-year event.

9
10 Ken Day gave his address as 11617 Copper Road Way in Daybreak. He stated that he is
11 developing a piece of ground next to this property and wondered about the sewer system because
12 one side has to be pumped while the other has access to the sewer. He asked if they would be able
13 to connect to the sewer system as well. Mayor Timothy suggested the question be raised with
14 Mike Forrester at the South Valley Sewer District.

15
16 **Ty Nielsen moved to approve the proposed preliminary plat for Mountain Point Business**
17 **Park, a seven-lot subdivision for an industrial building park located at approximately 930**
18 **West 14600 South. Heather Pehrson seconded the motion. Vote on motion: Heather**
19 **Pehrson-Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion**
20 **passed unanimously.**

21
22 **Ty Nielsen moved to approve the proposed final plat for Mountain Point Business Center**
23 **Phase 1, a one-lot subdivision located at 930 West 14600 South. Heather Pehrson seconded**
24 **the motion. Vote on motion: Heather Pehrson-Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye,**
25 **Justin Westwood-Aye. The motion passed unanimously.**

26
27 **10. Consideration and Vote on a Resolution Approving a Request for a refund of Storm**
28 **Drainage Impact Fees Previously Paid by ICO Development, Justin Earl, ICO**
29 **Development, Applicant, Staff Presenter, Alan Peters.**
30

31 Mr. Peters presented the staff report and stated that the request is for an impact fee reduction. The
32 impact fee for Phase 1 was paid when Ivory Development received a building permit for the first

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1 building. They paid total impact fees of \$336,000 and a storm drainage impact fee of \$48,577.10.
2 Since then the plan was changed to retain drainage on-site and they were requesting a refund of
3 the Storm Drainage impact fee portion only and credit for future phases of the project so long as
4 they continue to retain all storm water on site.

5
6 Bruce Kartchner was concerned that if all of the fees are waived for individual projects there will
7 be none left for the infrastructure the City needs. Heather Pehrson disagreed and stated that their
8 impact is the change made to the lot. Bruce Kartchner indicated that it doesn't cover the cost of
9 City infrastructure. He asked how those costs would be covered. Heather Pehrson claimed that
10 they would not impact that particular cost. Bruce Kartchner's question was whether to give a
11 100% refund.

12
13 Mr. Reid reported that with Independence they gave a 100% refund with an exclusion from storm
14 drain because they retain all of their water. Mr. Pickell stated that their water is contributing to the
15 City's system.

16
17 **Ty Nielsen moved to approve a resolution approving a request for a refund of Storm**
18 **Drainage Impact Fees in the amount of \$48,577.10, previously paid by ICO Development**
19 **and exempt Mountain Point Business Park from future Storm Drain Impact Fees.**

20
21 Mr. Pickell clarified that the check was originally paid by Sundborn, LLC on behalf of Mountain
22 Point, LLC/ICO Development. The refund should be issued back to the same entity.

23
24 **Justin Westwood seconded the motion. Vote on motion: Heather Pehrson-Aye, Bruce**
25 **Kartchner-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.**

26
27 **11. PUBLIC HEARING: Consideration and Vote on a Proposed Plat Amendment for**
28 **Center Point Business Park Plat "A" PUD Amended 2 in Order to Relocate an**
29 **Existing Utility Easement, Located on Lot 9, Ken Day, Applicant, Staff Presenter,**
30 **Alan Peters.**

31

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1 **12. PUBLIC HEARING: Consideration and Vote on a Proposed Site Plan for a New**
2 **24,940 Square-Foot Office/Warehouse Building to be Located at 974 West 14420**
3 **South, Lot 9, Center Point Business Park, Ken Day, Applicant, Staff Presenter, Alan**
4 **Peters.**

5
6 Agenda items 11 and 12 were to be discussed together but voted on separately. Mr. Peters
7 presented the staff report and stated that the property is 1.24 acres in size. Lot 9 is accessed using
8 private road systems throughout the Center Point Project. The primary access is off of 14600
9 South. The proposed plan amendment will not affect the boundaries or size of the lot in any way.
10 The current easement includes storm drain, which runs to the back of the property. The existing
11 configuration makes it difficult to place a building in the center of the lot. The utility easement is
12 being vacated and rerouted.

13
14 Mr. Peters presented the site plan and stated that it is a proposal for a 24,940 square-foot
15 office/warehouse building. The applicant owns a business that he is proposing to relocate to this
16 building and perhaps have future tenants in it as well. The building is on the center of the property
17 and conforms to the standard setbacks. There will be parking in the rear of the property with
18 access off of a private road. An additional 22 stalls were proposed in the front.

19
20 Mayor Timothy opened the public hearing. There were no public comments. The public hearing
21 was closed.

22
23 **Heather Pehrson moved to approve the proposed plat amendment for Center Point Business**
24 **Park Plat A PUD Amended 2. Bruce Kartchner seconded the motion. Vote on motion:**
25 **Heather Pehrson-Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The**
26 **motion passed unanimously.**

27
28 **Heather Pehrson moved to approve the proposed site plan for a new 24,940 square foot**
29 **office/warehouse building to be located at 974 West 14420 South, Lot 9, Center Point**
30 **Business Park subject to the following:**

31
32 **Conditions:**
33

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- 1 **1. That all requirements of the City Code, adopted ordinances, and building and fire**
2 **codes are met and adhered to for this subdivision.**

3
4 **Findings:**

- 5
6 **1. That this application conforms to the City of Bluffdale Land Use Ordinance**
7 **requirements regarding amended plat approvals and site plans.**
8
9 **2. That the proposed site plan conforms to the City of Bluffdale design standards.**
10
11 **3. That the proposed change will not be detrimental to the health, safety, or general**
12 **welfare of persons or property within the area.**

13
14 **Justin Westwood seconded the motion. Vote on motion: Heather Pehrson-Aye, Bruce**
15 **Kartchner-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.**

16
17 **13. PUBLIC HEARING: Consideration and Vote on an Ordinance Approving the**
18 **Adjustment of a Common Municipal Boundary with Draper City, Staff Presenter,**
19 **Grant Crowell.**

20
21 City Planner/Economic Development Director, Grant Crowell, reported that recently the Council
22 approved a resolution to adjust the municipal boundary with the City of Draper. They have also
23 adopted a resolution. Once approved, both cities are required to hold a hearing after which an
24 official mutual boundary adjustment plat will be prepared. The cost will be borne by Bluffdale
25 City. The reason for the boundary adjustment is to provide clarity and make it a more easily
26 recognizable area. Mayor Timothy asked about the alignment on the north end. Specific details
27 were discussed.

28
29 Mayor Timothy opened the public hearing. There were no public comments. The public hearing
30 was closed.

31
32 **Bruce Kartchner moved to approve an ordinance approving the adjustment of a common**
33 **municipal boundary with Draper City noting that the northern boundary is on the north**

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1 side of the roadway, so the entire roadway is in Bluffdale City. Ty Nielsen seconded the
2 motion. Vote on motion: Heather Pehrson-Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye,
3 Justin Westwood-Aye. The motion passed unanimously.

4
5 **14. Consideration and Vote on a Resolution Authorizing the Negotiated Amendments to**
6 **the Encroachment Agreement with Utah Lake Distributing Company (ULDC) for the**
7 **Storm Drain Pipe, Staff Presenter, Matt Chadwick.**

8
9 Mr. Fazio reviewed the proposed amendment to the original Encroachment Agreement dated
10 March 25, 2015, with Utah Lake Distributing Company (ULDC). The original agreement allowed
11 the City to drill under the canal to install a storm drain pipe. Since then there has been a mishap
12 and the canal company is asking that the City install a concrete apron to further protect the canal
13 from any failures that could result from the pipe drainage. Bruce Kartchner felt the amendment
14 goes beyond the agreement. Mr. Fazio indicated that the Engineering Department budgeted for
15 the added expense.

16
17 **Bruce Kartchner moved to pass a resolution authorizing the negotiated amendments to the**
18 **Encroachment Agreement with Utah Lake Distributing Company. Ty Nielsen seconded the**
19 **motion. Vote on motion: Heather Pehrson-Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye,**
20 **Justin Westwood-Aye. The motion passed unanimously.**

21
22 **15. Mayor's Report.**

23
24 Mayor Timothy expressed appreciation for the flowers and condolences offered on his mother's
25 passing.

26
27 **16. City Manager's Report and Discussion.**

28
29 Mr. Reid reported that the previous day he and Mr. Pickell attended the closing of the Sales Tax
30 Bond Refund.

31
32 The day prior staff also met with Moody's to discuss the bond rating and keeping the rates down.
33 They seemed impressed by the City and its financial statements.

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1
2 Mr. Reid provided each Council Member with four complimentary event tickets. Two tickets
3 were for the Rodeo and two were for the Monster Truck event.

4
5 Mr. Reid reported that Old West Days will begin on August 10. Each Council Member received a
6 copy of the schedule.

7
8 Council Members needing transportation arrangements for the parade were identified as Alan
9 Jackson and Justin Westwood.

10
11 Mr. Reid reported that the Council vacancy was to be announced the following day and will close
12 on August 19. Two applications had been received thus far. Mr. Pickell reviewed the process and
13 stated that individuals are invited to submit their name for the Council vacancy. Those who
14 submit their names are required to attend the meeting and be interviewed by the Council in public
15 at the meeting. Two separate votes will be required. The first will narrow the choices down to
16 two candidates. The second will choose between the two finalists.

17
18 **PLANNING SESSION**

19
20 Justin Westwood reported that he had an Eagle Scout Contact Meeting and reported on the
21 organization of the Youth City Council. Mayor Timothy agreed to send Justin Westwood the draft
22 Youth City Council ordinance prepared previously.

23
24 **17. WORK SESSION – Regarding the Subdivision and Future Public Streets of the**
25 **Dansie’s Property, Located at Approximately 14525 South 3400 West, Kenneth and**
26 **Colleen Dansie.**

27
28 Colleen Dansie gave her address as 14525 South 3400 West and stated that when they came to
29 Bluffdale they traded 65 acres in Idaho for 2 ½ acres in Bluffdale. They have been trying over a
30 number of years to divide off one acre on the north side of their parcel. The problem has been
31 with the street requirements, which are 25 feet on each side of 3400 West and prevent them from
32 subdividing the lots. Mrs. Dansie asked the Council if options could be worked out with respect to
33 the right-of-way.

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1
2 With regard to the right-of-way, Mrs. Dansie stated that they would consider moving the right-of-
3 way to 25 feet if it is an all-weather surface. She stated that for 31 years they have been
4 continually improving the road with gravel road base. Shared driveway and subdivision issues
5 were discussed. Mayor Timothy stated that the ordinance specifies that if a property is divided the
6 property owner must put in the improvements, which includes one-half the width of the road plus
7 10 feet.

8
9 Mr. Crowell stated that if the Council feels there is a need for a larger right-of-way for a future
10 network, it puts the Board of Adjustment in an interesting position in terms of policy, however, the
11 Dansies still have a right to apply. Mayor Timothy stated that while they have the right to apply, it
12 is something that needs to be dealt with by the Council. Heather Pehrson thought the Board of
13 Adjustment may be more effective in the end.

14
15 The problem Bruce Kartchner saw was with creating a situation where an ordinance is written
16 specifically for a unique piece of property. If it is ultimately the desire for a road to go through,
17 the City has just taken on the responsibility and cost of building it. The reason for the existing
18 ordinance is so that the City is not financially bearing the cost of the infrastructure the subdivision
19 is causing.

20
21 Mayor Timothy suggested the possibility of letting the property owners subdivide and then enter
22 into a Delay Agreement. Heather Pehrson questioned why the road would be desired in this
23 location when they already own half of it going another direction. Her suggestion was for the
24 property owners to go to the Board of Adjustment first since they are established to address unique
25 situations like this one.

26
27 Mr. Reid stated that if in the end what occurred was not a lot line adjustment, it was a mistake on
28 the part of the City. Because the City makes a mistake does not mean it is to be perpetuated on the
29 neighboring lots. Mrs. Dansie stated that the purported mistake made it possible to develop on a
30 shared driveway. Mayor Timothy explained that the improvements are required as a result of the
31 Dansies dividing the property.

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1
2 If a Delay Agreement is pursued, Mr. Pickell stated that the Dansies would have to accept it in lieu
3 of the subdivision improvements. Mayor Timothy explained that with the Delay Agreement, if
4 nothing were ever developed that would require the road to be a public, paved, improved road, the
5 Dansies would never pay for that improvement. Road dedication issues were discussed.

6
7 Various options were discussed. The Mayor considered the Delay Agreement to be the easiest and
8 cost the least. Mrs. Dansie agreed. She requested that the City investigate a minor subdivision
9 ordinance so that others don't have to go through what they have. Mayor Timothy stated that the
10 Council tried and it took about one year to come up with the current ordinance. Procedural issues
11 were discussed.

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

18
19 There was no closed meeting.

20
21 **19. Adjournment.**

22
23 The City Council Meeting adjourned at 11:23 p.m.

24
25
26
27
28 _____
29 Wendy L. Deppe, CMC
30 City Recorder:

31 Approved: _____



**BLUFFDALE CITY COUNCIL
SPECIAL MEETING AGENDA
Wednesday, August 12, 2015**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, August 12, 2015 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at 7:00 p.m. or as soon thereafter as possible. Notice is further given that access to this meeting by the Mayor and or City Council may be by electronic means via telephonic conference call.

The Agenda will be as follows:

1. Roll Call
2. **CONSENT ITEM** – Preliminary acceptance of the Porter’s Place Subdivision, beginning the warranty period.
3. Adjournment

Dated this 10th day of August, 2015

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



Wendy L. Deppé, CMC
City Recorder

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.

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**BLUFFDALE CITY COUNCIL.
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Wednesday, August 12, 2015**

1 **Present:** Mayor Derk Timothy
2 Alan Jackson
3 Ty Nielsen
4 Justin Westwood
5

6 **Others:** Mark Reid, City Manager
7 Wendy Deppe, City Recorder
8

9 **Excused:** Bruce Kartchner
10

11 Mayor Derk Timothy called the meeting to order at 7:00 p.m.
12

13 **1. Roll Call**
14

15 All Members of the City Council were present with the exception of Bruce Kartchner who was
16 excused.
17

18 **2. CONSENT ITEM – Preliminary acceptance of the Porter’s Place Subdivision,**
19 **beginning the warranty period.**
20

21 **Justin Westwood moved to pass the Consent Item. Ty Nielsen seconded the motion. The**
22 **motion passed with the unanimous consent of the Council.**
23

24 **3. Adjournment.**
25

26 The City Council Meeting adjourned at 7:02 p.m.
27
28
29
30

31 _____
32 Wendy L. Deppe, CMC
33 City Recorder:

34 Approved: _____



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

Memo

Date: July 30, 2015
From: Michael Fazio 
To: Mark Reid, City Manager
Mayor Timothy
City Council
CC:
RE: Independence at the Point Phase I-3 – Preliminary Acceptance

The City Engineering/Public Works has inspected the Independence at the Point, Phase I-3 subdivision improvements and verified they meet the City specifications and requirements (see attached memo from Leonard Hight.)

I recommend preliminary acceptance of the inspected completed work and beginning the warranty period effective August 27, 2015.

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



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

Memo

Date: July 27, 2015
From: Leonard Hight
To: Michael Fazio
CC: Chris Cozens
RE: Independence phase I-3 Final

Michael, I have verified that the punch list dated July 13, 2015 has been completed. I see no reason that approval can't be given and the warranty begin.



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

Memo

Date: July 31, 2015

From: Michael Fazio 

To: Mark Reid, City Manager

Mayor Timothy

City Council

CC:

RE: Independence at the Point Phase D-7 – Final Acceptance

The City Engineering/Public Works, after a year warranty period, has inspected Independence at the Point, Phase D-7 subdivision improvements and verified the performance. All needed end of warranty issues have been resolved and the developer has corrected any and all defects found.

I recommend accepting the inspected completed work, ending the warranty period, and request release of the Warranty Bond of \$7,767 minus any related fees.



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

Memo

Date: July 15 ,2015
From: Leonard Hight
To: Michael Fazio
RE: Independence Phase D-7 end of Warranty

Michael, I have verified that there is no punch list item on this phase. Any items were completed with the D-8 phase to start its warranty. I recommend that we accept this phase.

Agenda Items 9 & 10

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Jennifer Robison, Associate Planner
Date: 21 August 2015
Business Date: 26 August 2015
Subject: Plat Amendment Application for Lot 74 Sage Estates Phase 2A
Subdivision and Site Plan Application
Staff Presentation: Grant Crowell, City Planner
Applicant Presentation: Mike Davey, BHD Architects

RECOMMENDATION:

To approve the Plat Amendment Application and Site Plan Application as recommended by the Planning Commission on August 19, 2015.

BACKGROUND AND FINDINGS:

Subject to the DRC staff's recommendations, the proposed applications meet the City requirements for plat amendment approval as outlined in the Bluffdale City Subdivision Ordinance. The site plan also meets all the requirements of the Bluffdale City Codes. All public hearings were noticed and held with the Planning Commission as required for the proposed applications.

Plat Amendment Approval - The recommendation for approval of the Plat Amendment Application is based on the following conditions:

1. That all requirements of the City Code and adopted ordinances are met and adhered to for the proposed plat.
2. That the project adheres to all requirements of the International Fire Code.
3. That the plat comply with the Bluffdale City Engineering Standards and Specifications and recommendations by the City Engineer and Public Works Department for all relevant construction and plat drawings prior to the plat recording.
4. That a Site Plan Application including, but not limited to; landscaping, building elevations, building colors and materials, lighting, and fencing be approved by the City Council prior to the issuance of building permits.

Site Plan Approval - The recommendation for approval of the Site Plan Application is based on the following conditions:

1. That the applicable requirements of the City Code, adopted ordinances, adopted building and fire codes are met and adhered to for this site plan.
2. That all site plan features, building architecture and elevations, and landscaping shall adhere to the approved site plan as presented.
3. That all landscaping, irrigation, and open space areas are installed and maintained by the property owners.

PREVIOUS ACTIONS:

- January 12, 2010: City Council approved Sage Estates Phase 2A Final Subdivision Plat
- October 19, 2012: Final Plat recorded
- August 19, 2015: Planning Commission recommended amending Sage Estates Phase 2A Final Plat for Lot 74 – Vote: 4-0

SUPPORTING DOCUMENTS

- Staff report to Planning Commission, with exhibits





Development Review Committee
14175 South Redwood Road
Bluffdale, UT 84065
(801) 254-2200 Fax (801) 446-8642 TTY 7-1-1

DRC STAFF REPORT
12 August 2015

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

Re: Plat Amendment, Conditional Use and Site Plan Applications for The Church of Jesus Christ of Latter-day Saints Meetinghouse

Application No.: 2015-38
Applicant: BHD Architects
Project Location: 14294 South Loumis Parkway (1300 West)
Zoning: R-1-43 CRO - Cluster Residential Overlay
Acreage: 3.53 Acres
Request: Approval of a Plat Amendment for Lot 74 Sage Estates Phase 2A Subdivision, Conditional Use and Site Plan for an LDS Meetinghouse.

SUMMARY AND BACKGROUND

Subject to the DRC staff's recommendations, the proposed request meets the City requirements for plat amendment, conditional use and site plan approval as outlined in the City of Bluffdale Subdivision and Zoning Ordinances. The Planning Commission is required to conduct a public hearing on each proposed application. The Planning Commission is the designated Land Use Authority for approval of the Conditional Use and to provide a recommendation to the City Council for the Plat Amendment and Site Plan Applications.

The Sage Estates Phase 2A Subdivision was recorded October 19, 2012 and lot 74 was recently acquired by The Church of Jesus Christ of Latter-day Saints. The City is currently in the process of completing the widening and improvement project on Loumis Parkway. There was additional property from lot 74 needed to accommodate the widening which requires the Plat amendment to define the new property boundary and provide the dedication to the City for the road right-of-way. The entire site is identified as the R-1-43 and R-143 CRO zones. For clarity for setback requirements, the property owners went before the City Board of Adjustment for a variance request. The variance was granted on February 17, 2015. The use of a church in the R-1-43 zone is identified as a Conditional Use and can be combined with the Site Plan approval with applying conditions to mitigate any negative impacts, if necessary.

ANALYSIS

Site Plan and Layout. The proposed site for the meetinghouse is located at 14294 South Loumis Parkway Way. The site improvements are as follows:

- Total Site – 149,783 square feet = 3.44 acres
- Main Building – 19,422 square feet
- Storage Building – 190 square feet
- Asphalt & Concrete – 80,505 square feet
- Landscaping – 49,856 square feet = 33.29% of total site
- Parking Stalls – 203

The building is oriented to Loumis Parkway with parking areas surrounding the building with two drive way access points. The site provides adequate parking stalls consistent with the required parking standards.

Design/Architecture. The City’s role in architectural review is generally limited for churches. The design and architecture is determined by the authorities of the Church within the area to choose brick colors and materials. The design is called the Heritage which is similar to the meetinghouse recently approved by the City and constructed in the Independence at the Point project.

Landscaping and Parking. A landscaping plan is provided to show areas for grass, placement of trees, and types of trees, shrubs and other landscaping material which constitutes 33.29% of the total site which meets the requirement of a minimum of 20%. The site also includes perimeter landscaping around the building to meet the updated landscaping requirements in the City ordinances for site plans. The site plan meets the 10% of landscaping within the parking area as well.

Setback requirements. The site is adjacent to the South Jordan Canal along the western boundary and City park property to the north. The property also being reduced by the road widening caused constraints for the location of the building and required parking areas. The property owners went before the City Board of Adjustment to request a variance for the front setback of 30 feet for the building to be reduced to 20 feet. A variance for the off-street parking requirement of 20 feet was also reduced to 10 feet. Both variances were granted unanimously by the BOA.

Fencing. A concrete fence will be placed on the west boundary adjacent to the South Jordan Canal for protection should the canal ever leak or breach. The property line with the City along the north will have a black vinyl coated chain link fence installed.

Adequate Public Facilities and Infrastructure. The adequate infrastructure currently exists. All engineering requirements for grading, drainage, connection to City infrastructure, and secondary water have been addressed and meet current standards.

DRC REVIEW AND COMMENTS

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

City Engineer / Public Works Department. The City Engineer and Public Works Department have submitted no additional comments regarding this site plan and have recommended approval.

Fire Chief. The Fire Chief has approved the site plan with adding one additional fire hydrant placed at the rear of the building and adding one additional fire hydrant placed near the entrance to Heritage Crest

Way. The site plan complies with the Fire Code, as administered by the Fire Chief, and is a condition of approval.

City Planner. The Planning Division's comments are included in the recommended conditions of approval.

DRC STAFF RECOMMENDATION

DRC Staff recommends that the Planning Commission recommend approval of the Plat Amendment application as a separate action with the following conditions:

1. That all requirements of the City Code and adopted ordinances are met and adhered to for the proposed plat.
2. That the project adheres to all requirements of the International Fire Code.
3. That the plat comply with the Bluffdale City Engineering Standards and Specifications and recommendations by the City Engineer and Public Works Department for all relevant construction and plat drawings prior to the plat recording.
4. That a Site Plan Application including, but not limited to; landscaping, building elevations, building colors and materials, lighting, and fencing be approved by the City Council prior to the issuance of building permits.

The Site Plan Application for LDS Meetinghouse should be recommended to the City Council for approval and the Conditional Use Application approved with the following conditions:

1. That the applicable requirements of the City Code, adopted ordinances, adopted building and fire codes and DA requirements are met and adhered to for this site plan.
2. That all site plan features, building architecture and elevations, and landscaping shall adhere to the approved site plan as presented.
3. That all landscaping, irrigation, and open space are installed and maintained by the property owners.

MODEL MOTIONS

Plat Amendment Application –

Sample Motion for a Positive Approval – “I move we recommend approval of the Plat Amendment Application for the Church of Jesus Christ of Latter-day Saints Meetinghouse application 2015-38, subject to the conditions and based on the findings presented in the staff report dated August 12, 2015, (and as modified by the conditions below):”

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

Conditional Use and Site Plan Application -

Sample Motion for a Positive Approval – “I move we recommend approval of the Site Plan Application to the City Council and approve the Conditional Use Application for the Church of Jesus Christ of Latter-day Saints Meetinghouse application 2015-38, subject to the conditions and based on the findings presented in the staff report dated August 12, 2015, (and as modified by the conditions below):”

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

Sample Motion for a *Negative* Denial – “I move we recommend denial of the Plat Amendment Application, Site Plan Application, and deny the Conditional Use Application for the Church of Jesus Christ of Latter-day Saints Meetinghouse application 2015-38, based on the following findings:”

1. List all findings...



REDWOOD DR

14165 S

CEMETERY ROAD

CEMETERY ROAD

LOIS MEADOWS CT

LOUMS PKWY

SALMON CADDIS DR

GREEN DRAKE DR

COPPER JOHN WY

ZONKER DR

CCADA DR

BLACKWOLF DR

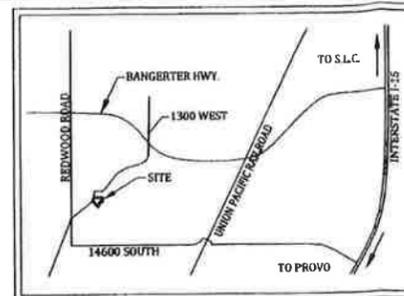
BLACKWOLF DR

1700 W

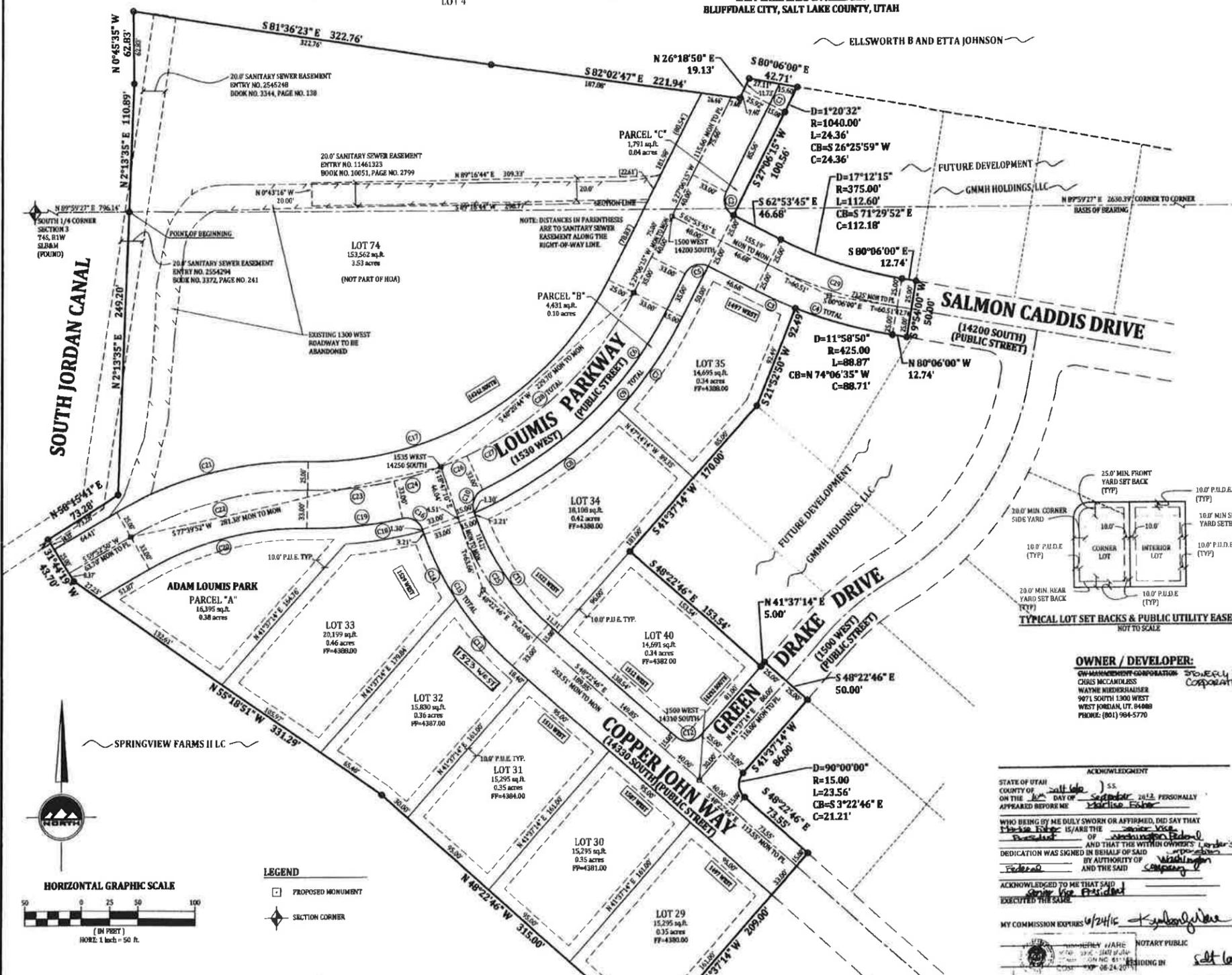
SAGE ESTATES PHASE 2A SUBDIVISION

THE NORTHEAST QUARTER OF SECTION 10,
AND THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 4 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
BLUFFDALE CITY, SALT LAKE COUNTY, UTAH

ELLSWORTH B AND ETTA JOHNSON



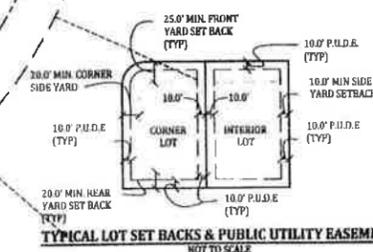
VICINITY MAP
NOT TO SCALE
BLUFFDALE, UTAH



- NOTES:**
- SMALLER SEWER DEPTHS CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.
 - NO VEHICULAR ACCESS WILL BE ALLOWED ON THE EAST SIDE OF 1300 WEST STREET, EXCEPT AT THE STREET INTERSECTIONS.
 - 4' SIDEWALK AND 6' PARKSTRIP ON THE WEST SIDE OF 1300 WEST SHALL BE COMPLETED WHEN DEVELOPMENT OCCURS ON LOT 74.
 - LAND DRAINS ARE TO BE OWNED AND MAINTAINED BY THE SAGE ESTATES HOME OWNERS ASSOCIATION.
 - FINISH FLOOR ELEVATIONS SHOWN ARE THE LOWEST FLOOR ELEVATIONS.

CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	19.75	1025.00	9.87	19.74	N 26°33'09" E	1°06'13"
C2	23.56	15.00	15.00	21.21	S 17°53'45" E	90°00'00"
C3	38.74	425.00	19.38	38.73	S 65°30'28" E	5°13'25"
C4	127.61	425.00	64.30	127.13	S 71°29'52" E	17°12'15"
C5	23.56	15.00	15.00	21.21	S 72°06'15" W	90°00'00"
C6	231.98	350.00	120.43	227.76	S 46°05'32" W	37°58'33"
C7	99.75	365.00	50.19	99.44	S 34°56'01" W	15°39'31"
C8	157.23	365.00	79.85	156.02	S 55°06'12" W	24°40'51"
C9	256.90	365.00	134.08	251.71	N 47°16'26" E	40°28'22"
C10	21.96	15.00	13.47	20.85	S 23°08'49" W	83°51'59"
C11	116.73	226.00	59.70	115.44	S 33°34'58" E	29°35'36"
C12	23.56	15.00	15.00	21.21	N 86°37'14" E	90°00'00"
C13	77.65	274.00	39.08	77.39	S 40°15'42" E	16°14'12"
C14	63.87	274.00	32.08	63.73	S 25°27'54" E	13°21'24"
C15	141.52	274.00	72.30	139.95	S 33°35'00" E	29°38'36"
C16	21.96	15.00	13.47	20.85	N 60°43'09" W	83°51'59"
C17	327.31	292.00	183.26	318.44	S 59°12'58" W	64°13'25"
C18	69.78	365.00	34.99	69.67	S 80°27'38" W	10°57'11"
C19	85.40	350.00	42.91	85.19	S 84°20'16" W	13°58'49"
C20	146.00	266.00	74.89	144.17	S 75°36'15" W	31°28'50"
C21	177.83	324.00	91.22	175.61	S 75°36'15" W	31°28'50"
C22	164.11	299.00	84.18	162.06	S 75°36'15" W	31°28'50"
C23	77.35	317.00	38.87	77.16	S 84°20'16" W	13°58'49"
C24	42.94	317.00	21.50	42.90	N 73°28'02" E	7°45'38"
C25	124.48	241.00	63.66	123.10	S 33°34'58" E	29°35'36"
C26	24.93	317.00	12.47	24.93	N 67°20'01" E	4°38'25"
C27	210.11	317.00	109.08	206.38	N 46°05'32" E	37°58'33"
C28	355.33	317.00	198.94	337.02	N 59°12'58" E	64°13'25"
C29	120.11	400.00	60.51	119.66	S 71°29'52" E	17°12'15"



OWNER / DEVELOPER:
OW MANAGEMENT CORPORATION
CHRIS MCCANDLASS
WAYNE WIEDERHAUSER
9071 SOUTH 1300 WEST
WEST JORDAN, UT 84088
PHONE: (801) 984-5770

ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF Salt Lake) ss
ON the 10th DAY OF September 2012, PERSONALLY
APPEARED BEFORE ME
Christine Edger
WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT
Christine Edger IS/ARE THE OWNER OF
OF Stoneyly Dev. Corporation
AND THAT THE WITHIN OWNERS' OWNER'S
DEDICATION WAS SIGNED IN BEHALF OF SAID
BY AUTHORITY OF Washington
AND THE SAID company
ACKNOWLEDGED TO ME THAT SAID Christine Edger
EXECUTED THE SAID
MY COMMISSION EXPIRES 4/24/16 Christine Edger
NOTARY PUBLIC
RESIDING IN Salt Lake

SURVEYOR'S CERTIFICATE
I, Keith R. Russell, do hereby certify that I am a Registered Civil Engineer, and of Land Surveyor, and that I hold certificate No. 164386, as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereinafter to be known as
SAGE ESTATES PHASE 2A SUBDIVISION
and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
Beginning North 89°59'27" East 796.14 feet along the section line from the South Quarter Corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running:
Thence North 2°13'35" East 110.89 feet;
Thence North 0°45'35" West 62.83 feet to the south line of The Residence at the Bluffs Subdivision;
Thence South 0°15'52" East 322.76 feet along the south line of said subdivision;
Thence South 82°02'47" East 221.94 feet along the south line of said subdivision;
Thence South 26°18'50" East 19.13 feet;
Thence South 80°06'00" East 42.71 feet;
Thence southwesterly 24.36 feet along the arc of a 1040.00 foot radius curve to the right, (center bears North 64°14'16" West and long chord bears South 26°25'59" West 24.36 feet, with a central angle of 1°23'27");
Thence South 27°06'15" West 100.56 feet;
Thence South 62°52'45" East 46.68 feet;
Thence southwesterly 112.60 feet along the arc of a 375.00 foot radius curve to the left, (center bears North 62°53'15" East and long chord bears South 71°29'52" East 112.60 feet, with a central angle of 17°12'15");
Thence South 80°06'00" East 12.74 feet;
Thence South 7°54'00" West 50.00 feet;
Thence North 80°46'00" West 12.74 feet;
Thence northwesterly 98.87 feet along the arc of a 425.00 foot radius curve to the right, (center bears North 75°45'00" East and long chord bears North 74°06'35" West 98.87 feet, with a central angle of 11°58'50");
Thence South 21°52'50" West 92.49 feet;
Thence South 41°37'14" West 174.00 feet;
Thence South 48°22'46" East 151.54 feet;
Thence North 41°37'14" East 5.00 feet;
Thence South 48°22'46" East 50.00 feet;
Thence South 41°37'14" West 96.00 feet;
Thence southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left, (center bears South 41°37'14" East and long chord bears South 3°22'46" East 21.21 feet, with a central angle of 90°00'00");
Thence South 48°22'46" East 73.55 feet;
Thence South 41°37'14" West 299.00 feet;
Thence North 48°22'46" West 315.54 feet;
Thence North 50°15'51" West 331.29 feet;
Thence North 31°44'19" West 43.70 feet;
Thence North 50°15'41" East 73.28 feet;
Thence North 2°13'35" East 249.20 feet to the point of beginning.

Contains 327,683 square feet, 8,908 acres, 9 lots and 3 Parcels.

Date: 6-28-11
Signature: Keith R. Russell
License No. 164386

OWNER'S DEDICATION
Know all men by these presents that Stoneyly Development Corp, the undersigned owner () of the above described tract of land having caused same to be subdivided into lots and streets to be hereinafter known as the
SAGE ESTATES PHASE 2A SUBDIVISION
do hereby dedicate for perpetual use of the public all parcels of land, including streets, trail and utility easements as well as the property along the canal shown on this plat as intended for public use under the authority and auspices of the City of Bluffdale under any applicable state and federal laws and regulations.

In witness whereof _____ have hereunto set this 10th day of September, A.D. 2012.

Washington Federal by Christine Edger
Marilee Fisher
Stoneyly Development Corp
By: Chris McCandless
Chris McCandless
ITS: PRESIDENT

ACKNOWLEDGMENT
STATE OF UTAH) ss
County of Salt Lake)
On the 10th day of September, 2012, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer () of the above Owner's dedication, Chris McCandless, in number, who duly acknowledged to me that HE signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 7/25/15
Corina J. Abbott
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

SAGE ESTATES PHASE 2A SUBDIVISION
THE NORTHEAST QUARTER OF SECTION 10,
AND THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 4 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
BLUFFDALE CITY, SALT LAKE COUNTY, UTAH

RECORDED # 11495750
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED
AND FILED AT THE REQUEST OF Bluffdale City
DATE 10/12/12 TIME 10:00 AM BOOK 2012 PAGE 1149
BY 442
SALT LAKE COUNTY RECORDER

QUESTAR SUPPLY COMPANY
APPROVED THIS 22nd DAY OF August A.D. 20 12
Bonnie J. Jones
DIRECTOR

AT & T BROADBAND Comcast
APPROVED THIS 20 DAY OF August A.D. 20 12
Rick Hawkins
DIRECTOR

JORDAN SCHOOL DISTRICT
APPROVED THIS 16 DAY OF August A.D. 20 12
Scott Johnson
DIRECTOR

ROCKY MOUNTAIN POWER
APPROVED THIS 22 DAY OF August A.D. 20 12
Paul F. ...
DIRECTOR

UNITED STATES POST OFFICE
APPROVED THIS 17 DAY OF August A.D. 20 12
John ...
POSTMASTER GENERAL

ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
DATE: March 16, 2012
Michael J. ...
BLUFFDALE CITY ENGINEER

PLANNING COMMISSION
APPROVED THIS 16 DAY OF March A.D. 20 12
Bluffdale City Planning Commission
CHAIR, Bluffdale City Planning Comm.

APPROVAL AS TO FORM
APPROVED THIS 19 DAY OF October A.D. 20 12
Bluffdale City Attorney

BLUFFDALE CITY MAYOR
PRESENTED TO THE MAYOR AND BLUFFDALE CITY COUNCIL
THIS 12 DAY OF January A.D. 20 12
AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Judith K. ...
CITY RECORDER
David P. ...
MAYOR

BLUFFDALE CITY
APPROVED THIS 19 DAY OF August A.D. 20 12
Bluffdale City
GENERAL MANAGER

AMENDING LOT 74 OF SAGE ESTATES PHASE 2A SUBDIVISION

LOCATED IN THE NORTHEAST
QUARTER OF SECTION 10
AND THE SOUTHEAST
QUARTER OF SECTION 3,
TOWNSHIP 4 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

In accordance with Section 10-9A-603 of the Utah Code, I, Nathan B. Weber, do hereby certify that I am a Professional Land Surveyor holding license number 5152762 in accordance with Title 58, Chapter 22 of the Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that on behalf of Diamond Land Surveying, LLC, I have completed a survey of the property described on the plat in accordance with Section 17-23-17 of Utah Code, and have verified all measurements, and have placed monuments as represented on the plat.

BOUNDARY DESCRIPTION

A parcel of land located in the Northeast quarter of Section 10 and the Southeast Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows;

Beginning North 89°59'27" East 796.14 feet along the Section line from the South Quarter corner of 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 02°13'35" East 110.89 feet;

thence North 0°45'35" West 62.83 feet to the south line of The Residence at the Bluffs Subdivision;

thence South 81°36'23" East 322.76 feet along the south line of said subdivision;

thence South 82°02'47" East 182.51 feet along the south line of said subdivision;

thence South 28°21'50" West 188.41 to a point of curvature;

thence 298.24 feet along the arc of a 280.00 foot radius curve to the right through a central angle of 61°01'43" (Long Chord Bears South 58°52'42" West 284.34) to a point of reverse curvature;

thence 26.72 feet along the arc of a 346.50 foot radius curve to the left through a central angle of 04°25'07" (Long Chord Bears South 87°10'59" West 26.72 feet);

thence South 05°01'34" East 5.00 feet to a point of curvature;

thence 41.27 feet along the arc of a 341.50 foot radius curve to the left through a central angle of 06°55'26" (Long Chord Bears South 81°30'43" West 41.24 feet) to a point of curvature on a non-tangent curve;

thence 121.99 feet along the arc of a 324.00 foot radius curve to the left through a central angle of 21°34'21" (Long Chord Bears South 70°39'59" West 121.27 feet);

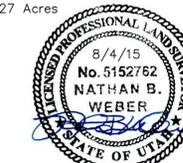
thence South 59°52'50" West 64.41 feet;

thence North 31°44'19" West 10.32 feet;

thence North 58°15'41" East 73.28 feet;

thence North 02°13'35" East 249.20 feet to the point of beginning.

Parcel contains 149,305 Sq. Ft. or 3.427 Acres



OWNER'S DEDICATION

Know all men by these presents that we, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat and name said plat

AMENDING LOT 74 OF SAGE ESTATES PHASE 2A SUBDIVISION

and do hereby dedicate for perpetual use of the public all parcels of land, including streets, trails and utility easements as well as the property along the canal as shown on this plat as intended for public use under the authority and auspices of the City of Bluffdale and other applicable state and federal laws and regulations.

In witness whereof _____ have hereunto set this _____ day of _____, 2015

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE) S.S.

ON THE _____ DAY OF _____ A.D. 2015,
PERSONALLY APPEARED BEFORE ME, WHO DULY ACKNOWLEDGED TO ME THAT HE IS _____, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND THE FORGOING INSTRUMENT WAS SIGNED IN BEHALF OF _____ BY THE AUTHORITY OF ITS GOVERNING BODY AND SAID ACKNOWLEDGED TO ME THAT THE CITY EXECUTED THE SAME,

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

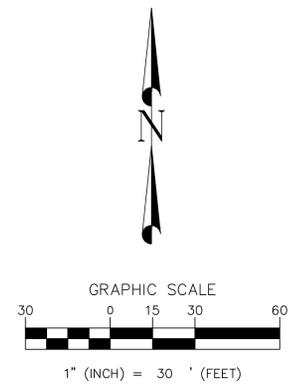
AMENDING LOT 74 OF SAGE ESTATES PHASE 2A SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 10
AND THE SOUTHEAST QUARTER
OF SECTION 3,
TOWNSHIP 4 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE RECORDED AND FILED AT THE REQUEST OF:

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

NO FEE _____ FEE \$ _____ SALT LAKE COUNTY RECORDER



SOUTH QUARTER CORNER SECTION 3, T4S, R1W, SLB&M (FOUND BRASS CAP MONUMENT)

SOUTHEAST CORNER SECTION 3, T4S, R1W, SLB&M (FOUND BRASS CAP MONUMENT)

N 89°59'27" E BASIS OF BEARING 2630.39' (SUB. PLAT) 2630.83' (MEASURED)

20' SANITARY SEWER EASEMENT ENTRY NO. 2545248 BOOK NO. 3372, PAGE NO. 241

20' SANITARY SEWER EASEMENT ENTRY NO. 2545248 BOOK NO. 3344, PAGE NO. 138

20' SANITARY SEWER EASEMENT ENTRY NO. 11461323 BOOK NO. 10051, PAGE NO. 2799

LOT 74
149,305 SQ. FT.
3.427 ACRES

SOUTH JORDAN CANAL

LOUMIS PARKWAY

R=341.50'
L=41.27'
D=6°55'26"
CH=S81°30'43"W
CH L=41.24'

R=346.50'
L=26.72'
D=4°25'07"
CH=S87°10'59"W
CH L=26.72'

R=280.00'
L=298.24'
D=61°01'43"
CH=S58°52'42"W
CH L=284.34'

R=310.00'
L=330.20'
D=61°01'43"
CH=S59°16'49"W
CH L=314.81'

R=316.50'
L=159.40'
D=28°51'20"
CH=S75°22'00"W
CH L=157.72'

N 58°15'41" E 73.28'
S 59°52'50" W 64.41'
N 31°44'19" W 10.32'
N 60°36'20" E 303.39'

ADAM LOUMIS PARK
PARCEL "A"

LEGEND	
	Boundary Line
	Right-of-Way Line
	Center Line
	Public Utility Easement Line
	Easement Line
	Building Setback Line
	Adjoiner Line
	Saratoga Estates Phase 2A Subdivision Line
	Property Corner
	Brass Cap Monument
	Quarter Section Corner
	Section Corner Monument



<p><u>QUESTAR GAS</u></p> <p>APPROVED THIS _____ DAY OF _____ A.D., 20____</p> <p>QUESTAR GAS</p>	<p><u>COUNTY FLOOD CONTROL</u></p> <p>APPROVED THIS _____ DAY OF _____ A.D., 20____</p> <p>MANAGER</p>	<p><u>BOARD OF HEALTH</u></p> <p>APPROVED THIS _____ DAY OF _____ A.D., 20____</p> <p>SALT LAKE COUNTY HEALTH DEPARTMENT</p>	<p><u>CENTURYLINK</u></p> <p>APPROVED THIS _____ DAY OF _____ A.D., 20____</p> <p>CENTURYLINK</p>	<p><u>ROCKY MOUNTAIN POWER</u></p> <p>APPROVAL AS TO FORM THIS _____ DAY OF _____ A.D., 20____</p> <p>ROCKY MOUNTAIN POWER</p>	<p><u>COMCAST</u></p> <p>APPROVED THIS _____ DAY OF _____ A.D., 20____</p> <p>COMCAST</p>
<p><u>DIAMOND LAND SURVEYING, LLC</u></p> <p>5243 South Green Pine Drive Murray, Utah 84123 office@diamonlandsurveying.com Phone (801) 266-5099 Fax 266-5032</p>	<p><u>SOUTH VALLEY SEWER DISTRICT</u></p> <p>APPROVAL AS TO FORM THIS _____ DAY OF _____ A.D., 20____</p> <p>SOUTH VALLEY SEWER DISTRICT</p>	<p><u>PLANNING COMMISSION</u></p> <p>APPROVED THIS _____ DAY OF _____ A.D., 20____ BY THE BLUFFDALE CITY PLANNING COMMISSION.</p> <p>CHAIRMAN, BLUFFDALE CITY PLANNING COMMISSION</p>	<p><u>BLUFFDALE CITY ENGINEER</u></p> <p>I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. APPROVED THIS _____ DAY OF _____ A.D., 20____</p> <p>BLUFFDALE CITY ENGINEER</p>	<p><u>APPROVAL AS TO FORM</u></p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20____</p> <p>BLUFFDALE CITY ATTORNEY</p>	<p><u>BLUFFDALE CITY MAYOR</u></p> <p>PRESENTED TO THE BLUFFDALE CITY MAYOR THIS _____ DAY OF _____ A.D., 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.</p> <p>MAYOR ATTEST: CITY RECORDER</p>

LANDSCAPE NOTES

1. LAWN AREAS TO RECEIVE FIVE (5) INCHES AND SMALL PERENNIAL BEDS TO RECEIVE TWELVE (12) INCHES OF AMENDED STOCKPILED TOPSOIL. FOR ALL OTHER SHRUB / TREE COBBLE ROCK AREAS LEAVE EXISTING SOILS IN PLACE OR FILL WITH ON SITE STOCKPILED TOPSOILS OR IMPORTED TOPSOIL. IMPORT TOPSOIL FOR SHRUB / TREE PLANTERS ONLY IF STOCKPILED TOPSOIL IS INSUFFICIENT. ALL IMPORTED TOPSOIL MUST MEET THE STANDARDS OUTLINED IN THE SPECIFICATIONS. ALL IMPORTED TOPSOIL MUST BE TESTED AND APPROVED BY THE LANDSCAPE ARCHITECT BEFORE DELIVERY AND INSTALLATION. STOCKPILED OR IN-PLACE TOPSOIL MUST BE AMENDED AS PER SPECIFICATIONS. DO NOT INSTALL TOPSOIL UNTIL THE SUB-GRADE HAS BEEN CHECKED FOR PROPER DEPTH.

2. ALL LANDSCAPE AREAS NOT LAWN TO BE COVERED WITH COBBLE ROCK. SEE KEY THIS DRAWING FOR ROCK TYPE AND SIZE. ALL COBBLE ROCK TO BE INSTALLED THREE (3) INCHES DEEP. COBBLE TO BE FINISHED GRADED ONE (1") BELOW CONCRETE EDGES. SUBMIT SAMPLES FOR APPROVAL BEFORE INSTALLATION. ALL COBBLE ROCK TO BE WASHED BEFORE DELIVERY.

3. WEED BARRIER FABRIC TO BE PLACED UNDER ALL COBBLE ROCK MULCH. OVERLAP 6" AT JOINTS AND ADHERE TO GROUND USING 1" BY 6" STEEL WIRE STAKES PLACED 4' O.C.

4. ALL LAWN SHALL BE A BLEND OF AT LEAST THREE KENTUCKY BLUEGRASS VARIETALS. LAWNS SHALL BE INSTALLED IN THE FORM OF SOD FROM A LOCAL GROWER. THE SOD SUPPLIER MUST BE APPROVED BY THE LANDSCAPE ARCHITECT BEFORE DELIVERY AND INSTALLATION.

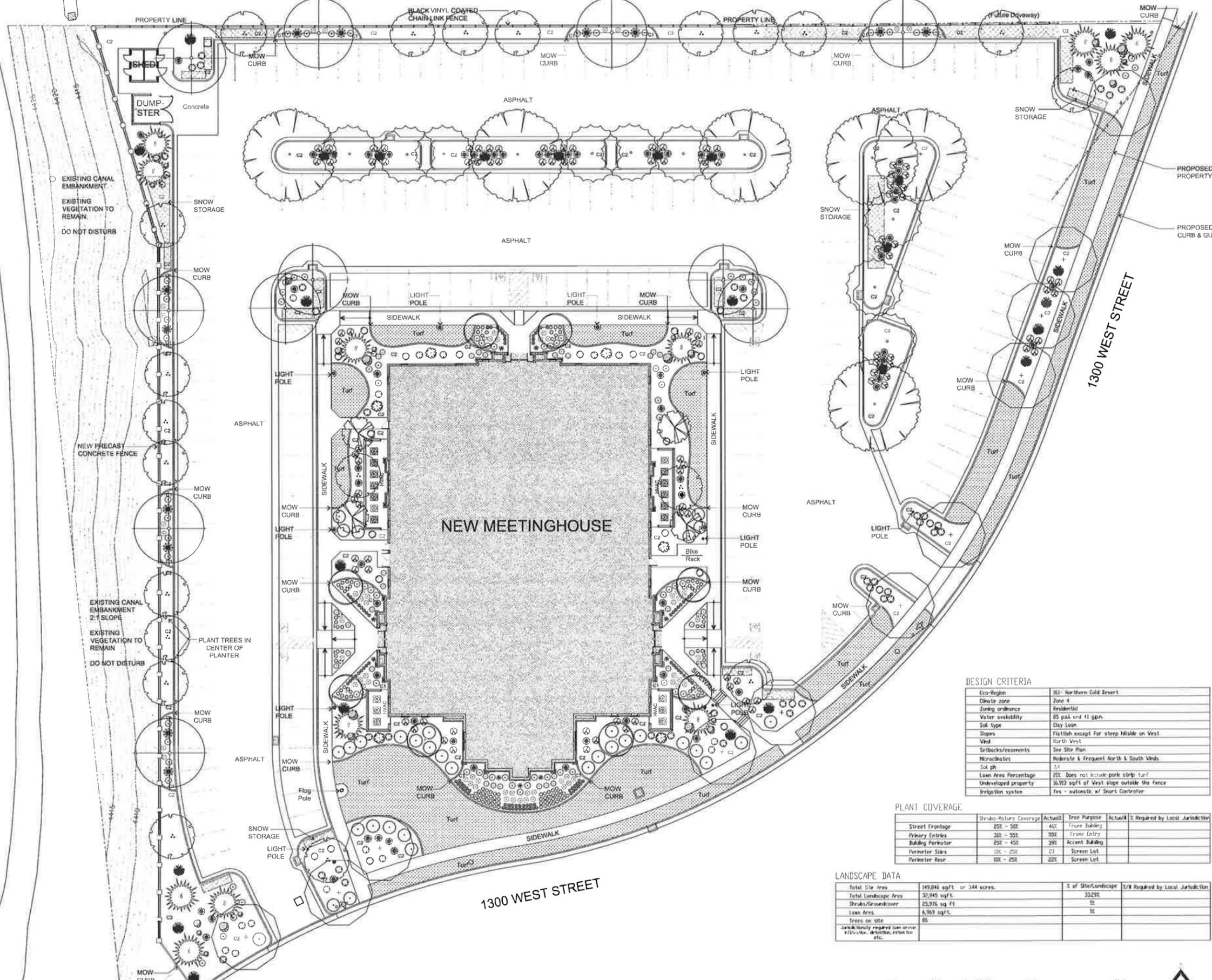
5. INSTALL TOP OF DRAIN CATCH BASINS FLUSH WITH FINISH GRADE ELEVATIONS TO ALLOW WATER TO DRAIN IN. REMOVE THE WEED BARRIER FABRIC FROM COVERING THE GRATE OPENINGS. MAKE SURE LOCATIONS ARE ACCURATE ON RECORD DRAWINGS.

6. FREE STANDING BOULDERS TO BE SIZES INDICATED ON THE DRAWINGS. BOULDERS TO BE JERICO QUARTZ FROM ARROW ROCK AND STONE. SUBMIT A FULL SIZED SAMPLE FOR APPROVAL BEFORE BIDDING DELIVERY AND INSTALLATION. PARTIALLY BURY AND PLACE BOULDERS SO THEY HAVE A NATURAL LOOKING APPEARANCE. SEE DETAIL. PLACE WEED BARRIER FABRIC UNDER ALL BOULDERS AND EXTEND A MINIMUM OF 12" PAST THE EDGE OF THE BOULDER.

7. MOW CURBS ARE TO BE 6"x6" POURED IN PLACE CONCRETE.

8. THE HILLSIDE TO THE WEST IS NOT TO BE DISTURBED. REPAIR ANY DAMAGE OR DISTURBANCE TO THIS HILLSIDE CAUSED BY ANY PHASE OF THIS CONSTRUCTION WORK. THE LANDSCAPE ARCHITECT WILL DETERMINE THE EXTENT OF ANY NECESSARY REPAIRS.

9. SEE DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

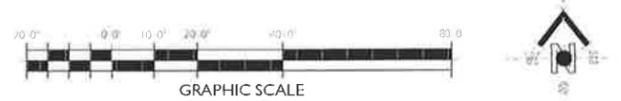


DESIGN CRITERIA	
Eco-Region	101 - Northern Cold Desert
Climate zone	Zone 4
Zoning ordinance	Residential
Water availability	80 psk and 41 gpm
Soil type	Clay Loam
Slopes	Flatish except for steep hillside on West
Wind	North West
Soil/rocks/reefs	See Site Plan
Microclimates	Moderate & frequent North & South Winds
Soil pH	7.4
Lean Area Percentage	20%. Does not include park strip turf
Undeveloped property	16,703 sqft of West slope outside the fence
Irrigation system	Iris - automatic w/ Smart Controller

PLANT COVERAGE			
	Shrubs-Mature Coverage	Actual	Tree Purpose
Street Frontage	25% - 50%	46%	Frame Building
Primary Entries	30% - 55%	35%	Frame Entry
Building Perimeter	25% - 45%	35%	Accent Building
Perimeter Sides	10% - 25%	23%	Screen Lot
Perimeter Rear	10% - 25%	22%	Screen Lot

LANDSCAPE DATA			
		% of Site/Landscape	% Required by Local Jurisdiction
Total Site Area	149,846 sqft. or 3.44 acres		
Total Landscape Area	32,945 sqft.	22.0%	25%
Shrubs/Groundcover	23,276 sq ft	16%	15%
Lean Area	4,969 sqft.		
Trees on site	86		
Jurisdictionally required lean area or irrigation, retention etc.			

LANDSCAPE PLAN
SCALE 1" = 20' 0"





US+C Standard Plans

Heritage 09T - Style D

Agenda Item 11

REQUEST FOR CITY COUNCIL ACTION

To: Mayor and City Council
From: Jennifer Robison, Associate Planner
Date: 21 August 2015
Business Date: 26 August 2015
Subject: Text Amendment to Title 11-35-2 Land Use Tables to allow Storage Units as a Conditional Use in the HC Zone – Heavy Commercial
Staff Presentation: Grant Crowell, City Planner
Applicant Presentation: Nate Shipp, 4 Independence, LLC - Applicant

RECOMMENDATION:

To approve the Text Amendment Application to allow Storage Units as a Conditional Use in the HC zone as recommended by the Planning Commission on August 5, 2015.

BACKGROUND AND FINDINGS:

The City Council recently approved storage units as a Conditional Use in the GC-1 zone (General Commercial) and adopted development standards to improve the appearance of storage units, including design standards and a requirement that all storage units be constructed in the “fortress style”, a type of design that hides the storage units behind a masonry wall. The HC zone does not currently allow storage units. Historically storage units have been located in industrial areas, however newer storage facilities are being constructed with an emphasis on quality design and are locating in commercial areas.

The proposed text amendment application meets the intent of the General Plan for commercial development and the compatibility and intensity of storage units is similar to other uses allowed in the HC zone. All appropriate public hearing notice has been given in accordance with Utah law and City ordinance to obtain public comment regarding the proposed amendments to the Land Use Ordinance. A public hearing was held with the Planning Commission on August 5, 2015 and no public comment was received.

Possible Findings for Approval - The approval of the Text Amendment Application may include; but not be limited to, the following possible findings:

1. That the proposed amendments will not be detrimental to the health, safety, or general welfare of persons of property within the community.
2. That the City recently established development standards for storage units to improve the appearance and design of future storage units.
3. That allowing storage units as a conditional use in the HC zone will allow the consideration of mitigating any potential impacts on adjacent residential properties through the conditional use and site plan process.
4. That storage units are compatible with the intent of the HC zone and with other allowed and conditional uses within the commercial zones.

PREVIOUS LEGISLATIVE/CITY ACTIONS:

- February 25, 2014: City Council approved Ordinance 2014-04 for development standards specific to storage units.
- August 5, 2015: Planning Commission recommended allowing Storage Units as a Conditional Use in the HC zone – Vote 3-0.

SUPPORTING DOCUMENTS

- Staff report to Planning Commission, with exhibits
-

CITY OF BLUFFDALE, UTAH

Ordinance No. 2015-xx

AN ORDINANCE AMENDING THE LAND USE ORDINANCE OF THE CITY OF BLUFFDALE TITLE 11-35-2 LAND USE TABLES TO ALLOW STORAGE UNITS AS A CONDITIONAL USE IN THE HC ZONE (HEAVY COMMERCIAL).

WHEREAS the City of Bluffdale allows storage units in the Light Industrial zone as a permitted use and in the General Commercial zone as a conditional use; and

WHEREAS the compatibility and intensity of storage units is similar to other permitted and conditional uses in other commercial zones in the City; and

WHEREAS allowing storage units as a conditional use in the HC zone will allow the consideration of mitigating any potential impacts on adjacent residential or other properties through the conditional use and site plan process; and

WHEREAS the City has adopted development standards to improve the appearance of storage units locating in commercial areas with an emphasis on higher quality design; and

WHEREAS the proposed text amendment set forth herein have been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held and public notice given in accordance with Utah law and City ordinance to obtain public comment regarding the proposed amendments to the Land Use Ordinance;

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

Section 1. **Amendments of the City of Bluffdale Land Use Ordinance.** The City of Bluffdale Land Use Ordinance is hereby amended as indicated on Exhibit A (all parts of these sections and subsections not specifically listed shall remain unaffected).

Section 2. **Effective Date.** This Ordinance shall take effect upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF BLUFFDALE CITY, STATE OF UTAH, THIS 26th DAY OF AUGUST, 2015.

BLUFFDALE CITY

Mayor

ATTEST:

Recorder
[SEAL]

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Jackson	_____	_____
Councilmember Kartchner	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Westwood	_____	_____
Councilmember	_____	_____

DRAFT

EXHIBIT A

Title 11-35-2: Land Use Tables

Proposed Uses	PO-1	GC-1	HC	RC	NC	I-1	I-2	SG-1	CI
Storage units	N	C	N-C	N	N	P	P	N	N

DRAFT



Planning Division
14175 South Redwood Road
Bluffdale, UT 84065
801.254.2200(o) 801.446.8642(f) TTY 7-1-1

STAFF REPORT
30 July 2015

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

Re: Text Amendment to allow Storage Units as a Conditional Use in the HC Zone
Application No.: 2015-33
Applicant: 4 Independence, LLC
Property Location: 15200 South Pony Express
Zones Affected: All HC (Heavy Commercial) Zones
Requests: To amend the City of Bluffdale Land Use Ordinance to allow Storage Units as a Conditional Use in the Heavy Commercial zone.

SUMMARY & BACKGROUND

The applicant owns approximately 4.66 acres located at 15200 South Pony Express. The property was rezoned from SG-1 (Sand & Gravel) to HC (Heavy Commercial) on April 22, 2015, in anticipation of proposed development. Though the property is zoned HC, storage units are not a use allowed in this zone. Storage units are only allowed in the I-1 (Light Industrial) and I-2 (Heavy Industrial) as a permitted use, and GC-1 zone as a conditional use.

The applicant is requesting a text amendment to allow storage units a conditional use in the HC zone. While historically storage units have been located in largely industrial areas, newer storage facilities are being constructed with an emphasis on quality design and are locating in commercial areas. The City recently adopted standards to establish development guidelines for storage units, including design guidelines and a requirement that all storage units be constructed in the “fortress style”, a type of design that hides the storage units behind a masonry wall.



Examples of “fortress style” storage units

ANALYSIS

The applicants have proposed the text change in order to facilitate the development of storage units at the proposed location due to the proximity to Pony Express Road and visibility from I-15. There is an existing storage facility immediately north of the property which would provide a compatibility of uses in the area.

Conditional Use Amendments. The applicant's proposed site is in the HC zone which does not allow storage units. The applicant is requesting storage units to be allowed as a conditional use in this zone. With the property adjacent to a residential zone, applying a conditional use is most appropriate for the City the opportunity to review the site plan to mitigate any potential impacts to residents. The applicant is not proposing amendments to add caretaker dwellings at this time, but will make application for the amendment, if needed. The amendment would allow storage units in all the HC zones throughout the City.

Storage Units Requirements: The City recently adopted design guidelines for all storage units in addition to the minimum requirements of the zones in which they are located as well as required transitional development standards for uses abutting residential zones. The analysis of the specific site plan for the proposed property will be evaluated during the Conditional Use Application process if the use is recommended and approved. If the storage units are located within the Independence at the Point project, there is an additional level of review and approval for site design by the Independence Design Review Committee (IDRC).

Criteria for Approval. Modifications to the land use ordinance are a discretionary approval, which have no required findings. Broad discretion in interpreting the General Plan and the community's goals are given to the legislative body in amending the zoning ordinance. Public hearings are required at both the Planning Commission and City Council, before the Council decides to formally approve, deny, or modify the request. Findings are always suggested so the record can reflect the context of the decision.

RECOMMENDATION ON PROPOSED TEXT CHANGE

Staff recommends if the proposal is acceptable and for good cause the Planning Commission should forward a positive recommendation to the City Council for the Text Amendment, application 2015-33. The Planning Commission should create findings to forward to the City Council. Findings which may be appropriate for a positive recommendation could include:

1. That the proposed amendments will not be detrimental to the health, safety, or general welfare of persons of property within the community.
2. That the City recently established development standards for storage units to improve the appearance and design of future storage units.
3. That allowing storage units as a conditional use in the HC zone will allow the consideration of mitigating any potential impacts on adjacent residential properties through the conditional use and site plan process.
4. That storage units are compatible with the intent of the HC zone and with other allowed and conditional uses within the commercial zones.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Text Amendment to allow Storage Units as a Conditional Use in the Heavy Commercial Zone (HC), application 2015-33, subject to the conditions and based on the following findings:"

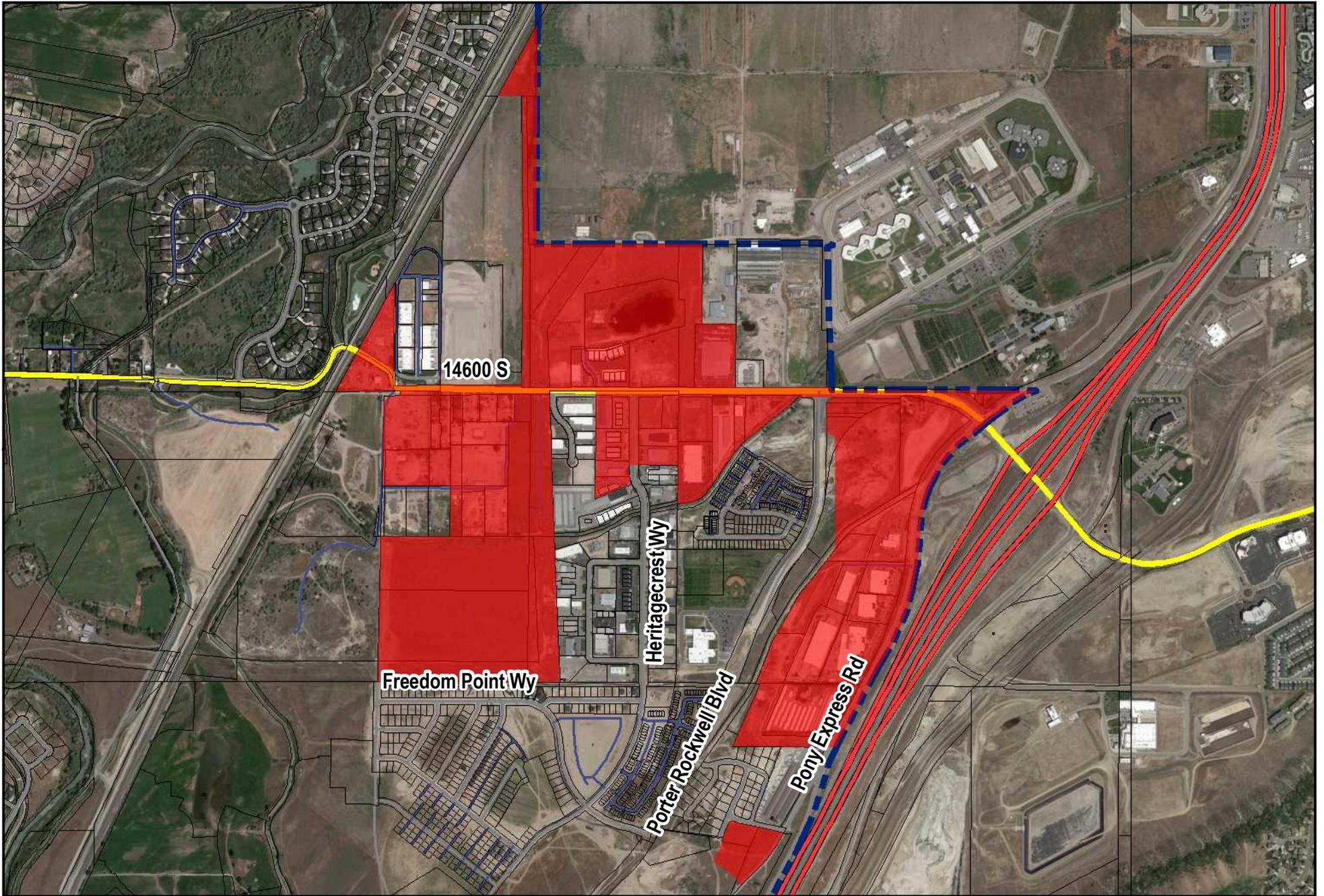
1. List all findings. . .

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Text Amendment to allow Storage Units as a Conditional Use in the Heavy Commercial Zone (HC), application 2015-33, based on the following findings:”

1. List all findings...

11-35-2

Proposed Uses	PO-1	GC-1	HC	RC	NC	I-1	I-2	SG-1	CI
Storage units	N	C	N C	N	N	P	P	N	N



HC (Heavy Commercial) Zoned Areas



Agenda Item 12

THE CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2015-__

AN ORDINANCE ADOPTING A CAPITAL FACILITIES PLAN, IMPACT FEE FACILITIES PLAN, AND AN IMPACT FEE ENACTMENT.

WHEREAS, pursuant to Utah Code Ann. § 11-36A-301, the City of Bluffdale (“City”) recognizes that impact fees imposed must be based on an impact fee facilities plan adopted to determine the public facilities required to serve development resulting from new development activity;

WHEREAS, pursuant to Utah Code Ann. § 11-36A-501, the City gave written public notice of its intent to prepare or amend an impact fee facilities plan on June 18, 2015;

WHEREAS the City has contracted with Horrocks Engineers to prepare a capital facilities plan (“CFP”) and an impact fee facilities plan (“IFFP”) to guide future development and funding of capital facilities within the City;

WHEREAS, pursuant to Utah Code Ann. §§ 11-36A-502, -504, the City has complied with the noticing requirements therein and has made a copy of the proposed CFP, IFFP and impact fee enactment, together with a summary designed to be understood by a lay person, available to the public at least 10 days before a Public Hearing, and has in all other respects complied with the notice, procedural, and substantive requirements of the Impact fee Act, Title 11, Chapter 36A, of the Utah Code; and

WHEREAS the City Council held a public hearing on August 26, 2015, regarding the proposed impact fee facilities plan and impact fee enactment;

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

Section 1. Adoption of a Capital Facilities Plan and Impact fee Facilities Plan. The Bluffdale City Council hereby adopts the capital facilities plan and accompanying impact fee facilities plan titled “Capital Facilities Plan, including Impact Fee Facilities Plan, Impact Fee Analysis” (“IFFP”) (attached as Exhibit A) for future development of the City of Bluffdale pursuant to Utah Code § 11-36A-301 for water, transportation, storm drain, public safety, and parks and recreation infrastructure.

Section 2. Adoption of Impact Fee Analysis. The City Council hereby approves and adopts the impact fee analysis contained in the IFFP attached hereto as Exhibit A for the purpose of determining the maximum amount of the impact fees for water, transportation, storm drain, public safety, and parks and recreation infrastructure.

Section 3. Municipal Impact Fees Imposed. Impact fees are hereby imposed as a condition of the issuance of a building permit or development approval by the City for any development activity which creates additional demand and need for public facilities for water, transportation, storm drain, public safety, and parks and recreation infrastructure. The proposed fees and analysis are set forth in the Impact Fee Analysis contained in the IFFP, particularly Chapter 9. The suggested Impact Fees set forth in the Executive Summary (attached and incorporated herein by this reference as Exhibit A) are hereby adopted as a schedule of impact fees. Other than the adoption of the IFFP and Impact Fee Analysis and the accompanying fees, this ordinance shall not amend the impact fee enactment contained in Title 9, Chapter 4, of the Bluffdale City Code in any other way.

Section 4. Severability. Should any sentence, clause, part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid

Section 5. Effective Date. In compliance with Utah Code Ann. § 11-36A-401(2), this ordinance shall take effect ninety (90) days following its adoption by the Bluffdale City Council.

PASSED, ADOPTED AND APPROVED: August 26, 2015.

Mayor Derk Timothy

ATTEST:

City Recorder

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Jackson	_____	_____
Councilmember Kartchner	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Westwood	_____	_____
Councilmember _____	_____	_____

Exhibit A

Capital Facilities Plan
Including
Impact Fee Facilities Plan
Impact Fee Analysis

August 2015

Agenda Item 13



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

To: Mayor and City Council
From: Vaughn R. Pickell, AICP, City Attorney
Date: August 19, 2015
Re: Amendment of 12-5-3(F); Maximum Units on a Single Access

Mayor and Council Members:

At our last Council meeting, you held a public hearing and reviewed the application submitted by Westgate Partners, LLC, to amend Section 12-5-3 of the Bluffdale City Code regarding the maximum number of dwelling units that may be on a single point of access. I was directed by the Council to draft an amendment that would accommodate 115 units, but only last for a period of time before reverting back to our current version, which allows 30 units.

I drafted an ordinance that allows up to 115 units until May 1, 2016, thereupon reverting to the 30-unit version. I chose this date as being far enough out that builders may get a significant number of building permits before the window closes. Hopefully, significant progress will be made on Noell Nelson Drive in the meantime. Once a second access is open, this issue is moot and the City Council can repeal this ordinance if it chooses.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

Ordinance No. 2015-_____

AN ORDINANCE AMENDING SECTION 12-5-3 OF THE BLUFFDALE CITY CODE RELATED TO THE MAXIMUM NUMBER OF BUILDING PERMITS THAT MAY BE ISSUED ON A SINGLE POINT OF INGRESS AND EGRESS.

WHEREAS the City of Bluffdale (“City”) through the Subdivision Ordinance of the City of Bluffdale (“Subdivision Ordinance”) regulates the maximum number of building permits that may be issued on a single point of ingress and egress;

WHEREAS the City Council finds that, for the reasons of adequate pedestrian circulation, vehicular circulation, emergency vehicle access, and emergency egress there should be a maximum number of dwelling units on a single point of ingress and egress;

WHEREAS the City Council finds that the number of dwelling units on a single point of ingress and egress can be increased safely but that such increase shall be limited in time so that a second point of ingress and egress shall be provided as soon as possible; and

WHEREAS Westgate Partners, LLC (“Applicant”), has applied to modify the text of Section 12-5-3 of the Subdivision Ordinance;

WHEREAS the Planning Commission reviewed the Applicant’s proposal, held all required public hearings and made a recommendation to the City Council; and

WHEREAS the City Council provided public notice in accordance with Utah law and local ordinance, reviewed the Applicant’s proposal and considered the Planning Commission’s recommendation, and held all required public hearings;

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

Section 1. Amendment of the Bluffdale City Code through April 30, 2016.
Through April 30, 2016, Section 12-5-3 of the Bluffdale City Code shall be amended as follows:

...

F. Ingress and Egress:

1. In order to provide adequate emergency access to and from the development and proper circulation, two (2) points of ingress and egress ~~will~~ shall be required in all subdivisions with the following exceptions:
 - a. Any subdivision, or portion of a subdivision, which cannot provide two (2) points

of ingress and egress in a practical manner shall be limited to no more than thirty (30) residential lots or units; provided, that in no case shall the single ingress/egress exceed a maximum of one thousand feet (1,000') in length, regardless of the number of dwelling units accessing from it, unless specifically allowed by other applicable provisions of the city land use ordinances.

- b. A subdivision, or portion of a subdivision, which will be served by more than one point of ingress and egress in the future may receive approval for no more than ~~thirty-one hundred fifteen (30115)~~ residential lots or units until a second point of ingress and egress is provided and so indicated on the final plat; provided, that in no case shall the single ingress/egress exceed a maximum of one thousand feet (1,000') in length, regardless of the number of dwelling units accessing from it, unless specifically allowed by other applicable provisions of the city land use ordinances.
- c. Any subdivision providing a temporary second point of ingress and egress shall be subject to the following conditions:
 - i. The second access shall be reviewed and approved in writing by the fire chief and city engineer.
 - ii. The second point of access shall provide continuous and unobstructed access to and from the subdivision until which time a permanent access is completed.
 - iii. The second point of access may cross private property, but must connect the subdivision to an improved public right of way.
 - iv. The second access shall be hard surfaced with at least one and one-half inches (1 1/2") of asphalt prior to October 1 of the year construction began. The asphalt must be a minimum of twenty feet (20') in width.
- 2. The second point of ingress and egress shall be located in a future right of way unless it can be shown that the second point of access in another location is preferable to the satisfaction of the city engineer. The fire chief must approve the street design in any subdivision with only one point of ingress and egress, in accordance with the adopted fire code.

...

Section 2. Amendment of the Bluffdale City Code Effective May 1, 2016.

Beginning May 1, 2016, Section 12-5-3 of the Bluffdale City Code shall be amended as follows:

...

F. Ingress and Egress:

1. In order to provide adequate emergency access to and from the development and proper circulation, two (2) points of ingress and egress shall be required in all subdivisions with the following exceptions:
 - a. Any subdivision, or portion of a subdivision, which cannot provide two (2) points of ingress and egress in a practical manner shall be limited to no more than thirty (30) residential lots or units; provided, that in no case shall the single ingress/egress exceed a maximum of one thousand feet (1,000') in length, regardless of the number of dwelling units accessing from it, unless specifically allowed by other applicable provisions of the city land use ordinances.
 - b. A subdivision, or portion of a subdivision, which will be served by more than one point of ingress and egress in the future may receive approval for no more than ~~one hundred fifteen~~ thirty (1530) residential lots or units until a second point of ingress and egress is provided and so indicated on the final plat; provided, that in no case shall the single ingress/egress exceed a maximum of one thousand feet (1,000') in length, regardless of the number of dwelling units accessing from it, unless specifically allowed by other applicable provisions of the city land use ordinances.
 - c. Any subdivision providing a temporary second point of ingress and egress shall be subject to the following conditions:
 - i. The second access shall be reviewed and approved in writing by the fire chief and city engineer.
 - ii. The second point of access shall provide continuous and unobstructed access to and from the subdivision until which time a permanent access is completed.
 - iii. The second point of access may cross private property, but must connect the subdivision to an improved public right of way.
 - iv. The second access shall be hard surfaced with at least one and one-half inches (1 1/2") of asphalt prior to October 1 of the year construction began. The asphalt must be a minimum of twenty feet (20') in width.
2. The second point of ingress and egress shall be located in a future right of way unless it can be shown that the second point of access in another location is preferable to the satisfaction of the city engineer. The fire chief must approve the street design in any subdivision with only one point of ingress and egress, in accordance with the adopted fire code.

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

PASSED AND ADOPTED: August 26, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

Recorder
[SEAL]

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Jackson	_____	_____
Councilmember Kartchner	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Westwood	_____	_____
Councilmember _____	_____	_____

Agenda Item 14



MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: GRANT CROWELL
DATE: 21 AUGUST 2015
SUBJECT: RECONSIDERATION OF BOUNDARY LINE ADJUSTMENT WITH DRAPER CITY

On July 22, 2015 the City Council approved a boundary adjustment ordinance regarding the municipal boundary with Draper City, as shown below:

Bruce Kartchner moved to approve an ordinance approving the adjustment of a common municipal boundary with Draper City noting that the northern boundary is on the north side of the roadway, so the entire roadway is in Bluffdale City. Ty Nielsen seconded the motion.

Vote on motion: Heather Pehrson-Aye, Bruce Kartchner-Aye, Ty Nielsen-Aye, Justin Westwood-Aye. The motion passed unanimously.

Subsequent discussions with Draper City indicated that they would not accept this boundary location and the Draper City Council approved the adjustment to the centerline of all roads (14600 South and I-15) at their August 18, 2015, meeting. We have had our surveyor, Meridian Engineering, make this change on the boundary adjustment plats. If Bluffdale wants this to proceed at all, we are in a position that we have to accept Draper City's preferences.

CITY OF BLUFFDALE, UTAH

ORDINANCE NO. 2015-08

AN ORDINANCE APPROVING THE ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY WITH DRAPER CITY

WHEREAS, pursuant to Utah Code Ann. § 10-2-419, the legislative bodies of two or more municipalities having common boundaries may adjust their common boundaries; and

WHEREAS the City of Bluffdale and Draper City share a common boundary and intend to adjust the boundary; and

WHEREAS the City of Bluffdale passed a resolution on June 24, 2015, and Draper City passed a resolution on July 7, 2015, stating their intent to adjust a common boundary; and

WHEREAS the City of Bluffdale has posted appropriate notice according to Utah Code Ann. § 10-2-419(2); and

WHEREAS the City of Bluffdale has held a public hearing regarding the adjustment of a common boundary;

WHEREAS Draper City held a public hearing and passed an Ordinance regarding this adjustment on August 18, 2015; and

WHEREAS the City of Bluffdale has received no protests that meet the requirements of Utah Code Ann. § 10-2-419(3);

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

Section 1. Adoption of the Adjustment of the Common Boundary with Draper City. The City Council hereby approves the adjustment of a municipal boundary between the City of Bluffdale and Draper City as represented in the attached Exhibits, specifically utilizing the centerlines of 14600 South and I-15 as the new boundary. Final survey quality control may make required technical adjustments to the exhibits before presentation to the Lieutenant Governor as required by Utah State Law.

Section 3. Effective Date. This ordinance shall take immediately after passing.

Passed and dated: August 26, 2015.

Mayor

Attest:

[seal]

City Recorder

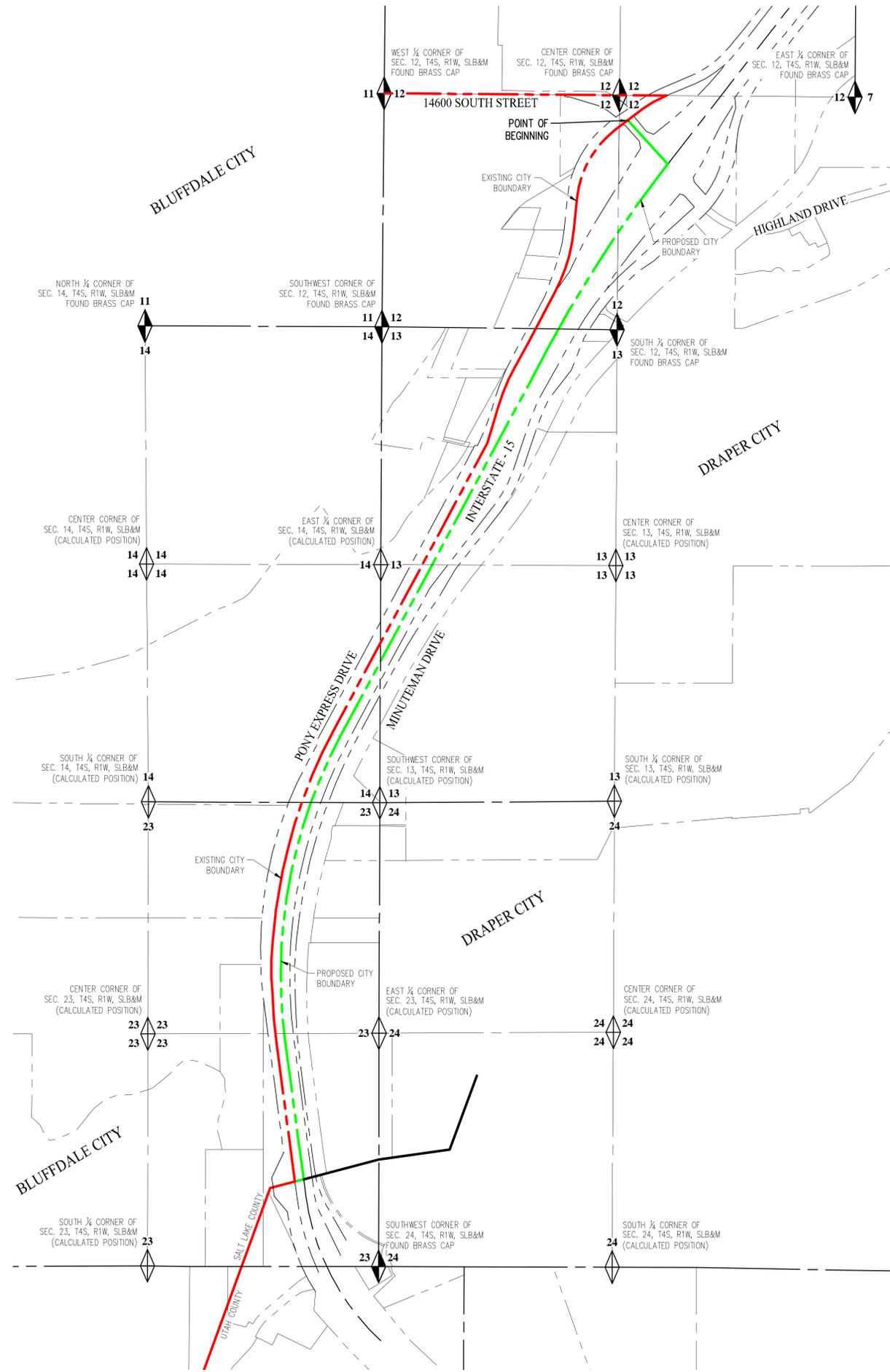
Voting by the City Council:

Yes No

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

BLUFFDALE CITY & DRAPER CITY AUGUST 2015 BOUNDARY ADJUSTMENT

SITUATED IN SECTIONS 12, 13, 14 & 23,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
SALT LAKE COUNTY, STATE OF UTAH



SURVEYOR'S CERTIFICATE

I, MICHAEL W. NADEAU, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NUMBER 4938744, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-20, WAS MADE BY ME AND SHOWN HEREON IS TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

MICHAEL W. NADEAU
PLS NO. 4938744
DATE: AUGUST 18, 2015

IMPROVEMENT DISTRICT DESCRIPTION

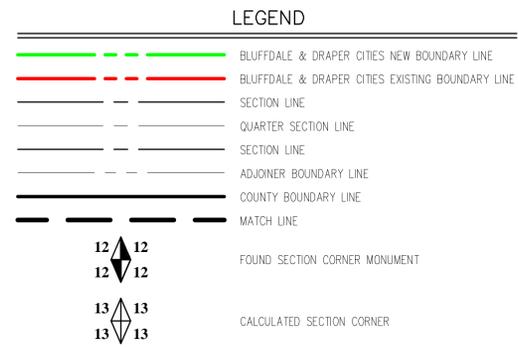
BEGINNING AT A POINT WHICH IS 308.74 S.89°31'57"E. ALONG THE SECTION LINE AND 33.65 FEET S.67°14'54"W. TO THE BEGINNING OF A 115.92 FOOT RADIUS CURVE TO THE LEFT AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 282.41 FEET THROUGH A DELTA OF 14°30'00" (NOTE: CHORD BEARS S.59°59'54"W. A DISTANCE OF 281.65 FEET) AND 203.85 FEET S.52°44'54"W. FROM THE CENTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG THE ARC OF A 880.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 7.62 FEET THROUGH A DELTA OF 00°29'50" (NOTE: CHORD BEARS S.42°44'53"W. FOR A DISTANCE OF 7.62 FEET); THENCE S.42°30'00"E. 662.90 FEET; THENCE S.37°55'53"W. 62.52 FEET TO THE BEGINNING OF A 14200 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 2401.47 FEET THROUGH A DELTA OF 09°41'20" (NOTE: CHORD BEARS S.33°05'12"W. FOR A DISTANCE OF 2398.61 FEET); THENCE S.28°14'30"W. 4983.66 FEET TO THE BEGINNING OF A 5700.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 3574.37 FEET THROUGH A DELTA OF 35°55'40" (NOTE: CHORD BEARS S.10°16'37"W. FOR A DISTANCE OF 3516.09 FEET); THENCE S.07°41'15"E. 1557.15 FEET TO THE SALT LAKE AND UTAH COUNTY BOUNDARY LINE; THENCE ALONG SAID BOUNDARY LINE S.75°19'07"W. 103.67 FEET; THENCE N.07°34'05"W. 1571.69 FEET TO THE BEGINNING OF A 5829.58 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 550.73 FEET THROUGH A DELTA OF 05°24'50" (NOTE: CHORD BEARS N.04°51'42"W. FOR A DISTANCE OF 550.53) TO THE BEGINNING OF A 2814.79 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 590.19 FEET THROUGH A DELTA OF 12°00'50" (NOTE: CHORD BEARS N.00°00'29"W. FOR A DISTANCE OF 589.11 FEET); THENCE N.05°59'55"E. 376.24 FEET; THENCE N.10°01'26"E. 433.72 FEET TO THE BEGINNING OF A 5829.58 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 1694.99 FEET THROUGH A DELTA OF 16°39'30" (NOTE: CHORD BEARS N.19°55'08"E. FOR A DISTANCE OF 1689.02 FEET); THENCE N.28°14'55"E. 3684.53 FEET; THENCE N.16°44'55"E. 433.97 FEET TO THE BEGINNING OF A 2261.83 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 493.46 FEET THROUGH A DELTA 12°30'00" (NOTE: CHORD BEARS N.22°58'55"E. FOR A DISTANCE OF 492.48 FEET); THENCE N.29°14'55"E. 79.69 FEET TO THE BEGINNING OF A 11489.16 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 230.61 FEET THROUGH A DELTA OF 01°09'00" (NOTE: CHORD BEARS N.28°40'25"E. FOR A DISTANCE OF 230.61 FEET); THENCE N.28°05'55"E. 623.55 FEET TO THE BEGINNING OF A 1939.86 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 756.70 FEET THROUGH A DELTA OF 22°21'00" (NOTE: CHORD BEARS N.16°55'25"E. FOR A DISTANCE OF 751.91 FEET); THENCE N.05°44'55"E. 348.93 FEET TO THE BEGINNING OF A 1115.92 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 915.39 FEET THROUGH A DELTA OF 47°00'00" (NOTE: CHORD BEARS N.29°14'54"E. FOR A DISTANCE OF 889.94 FEET); THENCE N.52°44'54"E. 179.08 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE ADJUSTMENT OF THE CITY BOUNDARY LINE BETWEEN BLUFFDALE CITY & DRAPER CITY DESCRIBED HEREON AS REQUESTED BY BLUFFDALE CITY. THE BASIS OF BEARING FOR THIS SURVEY IS S.89°31'10"E. ALONG THE SECTION LINE FROM THE FOUND MONUMENTS REPRESENTING THE WEST QUARTER CORNER AND THE CENTER CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED IN JULY OF 2015.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTATION OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

1. 1-15 RIGHT OF WAY PLANS: PROJECT NO. 1-15-6(34)281.



PREPARED BY:

MERIDIAN ENGINEERING, INC.
9217 SOUTH REDWOOD ROAD SUITE A
WEST JORDAN, UTAH 84098
PHONE (801) 566-1310 FAX (801) 566-1310

**BLUFFDALE CITY & DRAPER CITY
AUGUST 2015 BOUNDARY ADJUSTMENT**
SITUATED IN SECTIONS 12, 13, 14 & 23,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
SALT LAKE COUNTY, STATE OF UTAH

<p>DRAPER CITY APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 2015 BY THE DRAPER CITY COUNCIL.</p> <p>_____ MAYOR</p> <p>_____ COUNCIL CHAIR</p> <p>_____ ATTORNEY</p> <p>_____ CITY RECORDER</p>	<p>BLUFFDALE CITY APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 2015 BY THE BLUFFDALE CITY COUNCIL.</p> <p>_____ MAYOR</p> <p>_____ COUNCIL CHAIR</p> <p>_____ ATTORNEY</p> <p>_____ CITY RECORDER</p>	<p>SALT LAKE COUNTY SURVEYOR</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 2015 AS A FINAL LOCAL ENTITY PLAT BY THE SALT LAKE COUNTY SURVEYOR.</p> <p>_____ SALT LAKE COUNTY SURVEYOR</p>	<p>SALT LAKE COUNTY RECORDER</p> <p>RECORDED AND FILED AT THE REQUEST OF _____ RECORDED AS ENTRY NUMBER _____</p> <p>DATE: _____ TIME: _____ BOOK: _____</p> <p>FEE \$ _____ SALT LAKE COUNTY RECORDER</p>	<p>COMP. FILE 15075 FINAL ENTITY PLAT</p> <p>PROJECT NO. 15075</p> <p>SHEET NO. 1 OF 2</p>
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C:\Users\mward\appdata\local\temp\162815075_15075_15075.dwg Aug 18, 2015 - 2:36pm

Agenda Item 15



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

To: Mayor and City Council
From: Vaughn R. Pickell, AICP, City Attorney
Date: August 19, 2015
Re: Encroachment Agreement for Meter Station near Noell Nelson Drive

Mayor and Council Members:

Westgate Partners, LLC, is developing the Westgate subdivision. As part of that development they are required to tap into the Jordan Valley Water Conservancy (JVWCD) 48-inch 150th South Pipeline to serve their development with water. The pump station will become a City facility once complete and inspected. JVWCD has required an Encroachment Agreement to cover that situation. I have reviewed the proposed agreement and find no major issue.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT FOR CONSTRUCTION OF A METER STATION IN AN EASEMENT/RIGHT-OF-WAY HELD BY JORDAN VALLEY WATER CONSERVANCY DISTRICT.

WHEREAS the City of Bluffdale (“City”) has planned a 12-inch culinary water meter station in the vicinity of the 48-inch 150th South Pipeline owned and operated by Jordan Valley Water Conservancy District (“District”);

WHEREAS the District has requested a Pipeline Agreement to govern the encroachment of the facilities associated with the PRB upon the District’s easement/right-of-way;

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

Section 1. Authorization to Execute Encroachment Agreement. The City Council hereby authorizes the City Manager to execute an Encroachment Agreement with the Jordan Valley Water Conservancy District in the form attached hereto.

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

PASSED AND APPROVED: August 26, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST: [seal]

City Recorder

Voting by the City Council: Yes No

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

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088

[PARCEL ID # 33-11-300-018]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of _____, between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), and Bluffdale City, a Utah municipality ("City").

RECITALS:

- A. The District holds an easement and right-of-way (collectively referred to as the "Easement/Right-of-Way," and described on attached Exhibit A) under authority of a written agreement, and it utilizes, or will utilize, them for constructing, installing, operating, maintaining, inspecting, repairing and/or replacing a water pipeline and related facilities;
- B. The City has requested permission to encroach upon the Easement/Right-of-Way of the District in a manner more particularly specified in this Agreement; and,
- C. The District is willing to agree to the encroachment, upon the terms and conditions set forth in this Agreement.

TERMS:

The parties agree:

1. (a) The District hereby agrees to encroachment upon the Easement/Right-of-Way by the City, but only to this extent and for this purpose: The City may install (by open-cut), operate, and maintain one (1) 16" steel culinary waterline to be looped under the 48" 150th South Pipeline (collectively referred to as the "Encroachment Improvements"), as shown on attached Exhibit B. If the District's 48" 150th South Pipeline is exposed, the City shall backfill with CLSM up to the springline of the pipeline, which shall be field-verified by a District inspector on-site at time of construction.

(b) By entering into this Agreement, the District is giving its consent for the City to encroach upon the Easement/Right-of-Way held by the District. However, the District does not hold fee title to the real property within the Easement/Right-of-Way. Accordingly, the District does not warrant title to the underlying property, nor does the District represent or warrant that the City's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the City's purposes; (ii) is allowed by the terms or conditions of the District's Easement/Right-of-Way agreement with those who hold fee title to the underlying real property; and, (iii) does not require the consent of others to encroach upon the District's Easement/Right-of-Way, which consent may be withheld for any or no reason.

(c) This consent for encroachment is granted by the District only to the extent of, and with no actual or implied diminishment of, the District's rights and interests in the Easement/Right-of-Way and without any express or implied warranty of any kind.

2. The City shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit C.

3. The City and its contractor(s) and agent(s) shall perform all work within the Easement/Right-of-Way in accordance with the plans, drawings, guidelines, and/or maps set forth in Exhibit B, and in a manner satisfactory to the District.

4. If the installation, construction, operation, maintenance, repair, replacement or inspection of any structures, equipment, facilities or pipeline(s) of the District located, or to be located, in the Easement/Right-of-Way should be made more expensive by reason of the Encroachment Improvements or the activities of the City, the City shall pay to the District the full amount of such additional expense upon receipt of an itemized statement.

5. The City shall construct, install, use, maintain, repair and replace its Encroachment Improvements in such a manner as not to (i) damage or obstruct the District's structures, equipment, facilities and/or pipelines; or, (ii) interfere with the installation, construction, operation, maintenance, inspection, repair or replacement of the District's structures, equipment, facilities and pipelines.

6. In consideration of the District agreeing to encroachment upon the Easement/Right-of-Way, the City shall:

(a) Indemnify, defend and hold harmless the District, its agents, employees, officers, trustees, assigns and successors from and against all claims, demands, causes of action, liability or judgment of any kind, including attorney's fees and costs, which directly or indirectly arise from the negligence of the City [or its agent(s) or contractor(s)], or from the existence, construction, installation, operation, maintenance,

repair, replacement, condition, use or presence of the Encroachment Improvements within the Easement/Right-of-Way;

(b) Release the District and its agents, employees, officers, trustees, assigns and successors, from liability for all loss or damage of every description or kind whatsoever which may result to the City from the construction, installation, operation, maintenance, inspection, repair and replacement of District structures, equipment, pipelines and facilities within the Easement/Right-of-Way, provided the loss or damage was not due solely to the negligence of the District; and,

(c) Hereby acknowledge that it accesses and uses the Easement/Right-of-Way at the City's risk and hazard and, without limiting the generality of the foregoing, the City agrees that the District shall not be responsible for any harm, damage or injury that may be suffered or incurred by the City, its agents, employees, contractors, licensees, guests or invitees associated with the use or condition of the Easement/Right-of-Way, except to the extent the harm, damage or injury was caused by the reckless or intentional misconduct of the District.

7. The City and its contractor(s) and agent(s) shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal, state, or local governmental body having jurisdiction over the Encroachment Improvements and/or the Easement/Right-of-Way.

8. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties; provided, however, that no such successor or assign of the City shall have the right to use, alter, or modify the Encroachment

Improvements in a manner which will increase the expense or burden to the District of the City's encroachment on the Easement/Right-of-Way.

9. (a) This Agreement, and the encroachment granted to the City by this Agreement, shall terminate without further notice or condition if (i) the City does not continuously use the Encroachment Improvements as intended by this Agreement for any twelve (12) month period; or, (ii) the City breaches this Agreement.

(b) In the event of termination, the City, at its expense, shall immediately remove the Encroachment Improvements from the Easement/Right-of-Way and restore the surface of the Easement/Right-of-Way to its pre-encroachment condition.

10. (a) The City may assign this Agreement with the prior written consent of the District, which consent shall not be unreasonably withheld.

(b) The District may assign this Agreement.

11. This Agreement may be amended only by written instrument executed by all parties.

12. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

13. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding its subject matter.

14. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

15. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

16. Any party may record this Agreement.

“District”:

Jordan Valley Water Conservancy District

Dated: _____

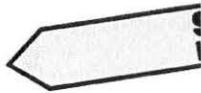
By: _____
Richard P. Bay
Its General Manager/CEO

“City”:

Bluffdale City

Dated: _____

By: _____
Its: _____



STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

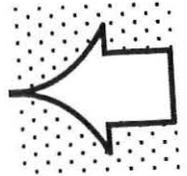
The foregoing instrument was acknowledged before me this ____ day of _____, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ as _____ of _____.

Notary Public



NOTARIZE

EXHIBIT A

DESCRIPTION OF DISTRICT'S EASEMENT/RIGHT-OF-WAY

A permanent easement located in the South Half of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point North $89^{\circ}55'18''$ East 1487.56 feet along the section line from the South Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence North $45^{\circ}04'42''$ West 202.94 feet to a point 40.00 feet perpendicularly distant southerly from the north line of the property; thence parallel with said north line South $89^{\circ}55'32''$ West 1666.35 feet; thence South $00^{\circ}04'28''$ East 144.95 feet to the south line of said Section 11; thence along the section line South $89^{\circ}41'04''$ West 20.00 feet; thence North $00^{\circ}04'28''$ West 145.03 feet to a point 40.00 feet perpendicularly distant southerly from said north line; thence parallel with said north line South $89^{\circ}55'32''$ West 746.20 feet; thence parallel with said north line North $84^{\circ}18'58''$ West 607.88 feet to the easterly right-of-way line of the Union Pacific Railroad; thence along said easterly right-of-way line Northeasterly 42.55 feet along a 5679.65 foot radius curve to the right having a central angle of $0^{\circ}25'45''$ and a long chord of North $25^{\circ}37'42''$ East 42.55 feet to said north line; thence along said north line South $84^{\circ}18'58''$ East 591.35 feet; thence along said north line North $89^{\circ}55'32''$ East 2447.11 feet; thence South $45^{\circ}04'42''$ East 259.51 feet to the south line of said Section 11; thence along the section line South $89^{\circ}55'18''$ West 56.57 feet to the point of BEGINNING.

EXHIBIT B
ENCROACHMENT IMPROVEMENTS

EXHIBIT C

GUIDELINES FOR ENCROACHMENT

A. Surface structures that may be constructed within the District's Easement/Right-of-Way, but only upon the prior written consent of the District, include asphalt roadway, with no utilities within roadway; non-reinforced parking lot, curb, gutter, sidewalk, walkway and driveway; and non-masonry fence with gated opening. However, where the District's facilities or pipeline(s) has specific maximum and minimum cover designations, the special requirements for structures crossing over the pipeline(s) shall be obtained from the District for the maximum allowable external loading or minimum cover. It is understood that all surface structures shall be analyzed and considered by the District on an individual basis.

B. Structures that may not be constructed in, on, over, across or along the District's Easement/Right-of-Way include but are not limited to permanent structures such as footings, foundations, masonry block walls, buildings, garages, decks, carports, trailers, swimming pools and athletic courts, as designated and characterized by the District.

C. No trees are allowed within the Easement/Right-of-Way.

D. All changes in ground surfaces within the Easement/Right-of-Way are considered encroaching structures. Earthfills and cuts on adjacent property shall not encroach onto the Easement/Right-of-Way without the prior written consent of the District.

E. Existing gravity drainage of the Easement/Right-of-Way shall be maintained. No new concentration of surface or subsurface drainage may be directed onto, under or across the Easement/Right-of-Way without adequate provision for removal of drainage water or adequate protection of the Easement/Right-of-Way.

F. Prior to any construction within the Easement/Right-of-Way, an excavation must be made to determine the location of existing District facilities and pipeline(s). The excavation shall be made by or in the presence of the District, at the City's expense.

G. All construction activities within the Easement/Right-of-Way shall be limited to construction of the Encroachment Improvements previously approved by the District, and the Encroachment Improvements shall be constructed strictly in accordance with the plans and specifications previously approved by the District.

H. The ground surfaces within the Easement/Right-of-Way shall be restored to the condition, elevation and contour which existed prior to construction or as shown on the plans, drawings, guidelines and/or maps set forth in Exhibit B.

I. The City shall notify the District upon completion of construction and shall, at its expense, provide the District with one (1) copy of as-built drawings showing actual Encroachment Improvements within the Easement/Right-of-Way.

J. Following completion of construction of the Encroachment Improvements, and except in case of emergency repairs, the City shall give the District at least ten (10) days written notice before entering upon the Easement/Right-of-Way for the purpose of accessing, maintaining, inspecting, repairing, or removing the Encroachment Improvements.

K. If unusual conditions are proposed for the Encroachment Improvements or unusual field conditions within the Easement/Right-of-Way are encountered, as designated and characterized by the District, the District may, at its discretion, impose conditions or requirements which are different from or more stringent than those prescribed in these Guidelines.

L. All backfill material within the Easement/Right-of-Way shall be compacted to ninety percent (90%) of maximum density, unless otherwise allowed or required by the District. Mechanical compaction shall not be allowed within six inches (6") of any of the District's facilities and pipeline(s). Mechanical compaction using heavy equipment, as designated and characterized by the District, will not be allowed over District facilities and pipeline(s) or within eighteen inches (18") horizontally.

M. Backfilling of any excavation or around any facilities or pipeline(s) within the Easement/Right-of-Way shall be compacted in layers not exceeding six inches (6") thick to the following requirements: (1) cohesive soils to 90 percent (90%) maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent (70%) relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. To enable the District to locate non-metallic Encroachment Improvements below ground level, the City shall install a "locator wire" as required by District specifications.

O. The City shall notify the District at least seventy-two (72) hours in advance of commencing initial construction of the Encroachment Improvements in order to permit inspection by the District.

P. No encroachment shall involve the use or storage of hazardous material(s), as designated and characterized by the District.

Agenda Item 16



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

To: Mayor and City Council
From: Vaughn R. Pickell, AICP, City Attorney
Date: August 19, 2015
Re: Interlocal Cooperation Agreement for Corridor Preservation Grant Funds

Mayor and Council Members:

The City has been successful obtaining grants for corridor preservation. A recent change in the law provides that Salt Lake County is the entity through which the grant funds will be distributed. They have requested the City enter into an interlocal agreement before disbursing the funds. I have reviewed the agreement and there are no significant issues.

Possible motion:

I move to approve the resolution authorizing execution of an Interlocal Cooperation Agreement with Salt Lake County for the distribution of corridor preservation funds, finding that the agreement furthers the public health, welfare, and safety, by providing the City with additional funds for preserving right-of-way corridor for the Porter Rockwell Boulevard.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT FOR CORRIDOR PRESERVATION GRANT FUNDS.

WHEREAS the City of Bluffdale (“City”) was awarded funding through the Corridor Preservation Grant program;

WHEREAS, pursuant to Utah Code Ann. § 72-2-117.5, the Local Transportation Corridor Preservation Funds are disbursed to the cities through counties; and

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

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

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

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

PASSED AND APPROVED: August 26, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council: Yes No

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

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2015 (“*Effective Date*”), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“*County*”), and **THE CITY OF BLUFFDALE**, a Utah municipal corporation and political subdivision of the State of Utah (the “*City*”). The County and the City are individually referred to herein sometimes as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

- A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.
- B. The County and the City are public agencies for purposes of the Act.
- C. During the 2015 General Session, the Utah Legislature amended Utah Code Annotated § 72-2-117.5, Local Transportation Corridor Preservation Funds to transfer corridor preservation funding from the Utah Department of Transportation to local counties to be disbursed to various cities and governmental entities.
- D. Section 72-2-117.5 (11) further requires that local counties “ensure to the extent possible that the fund money allocated to a city or town in accordance with Subsection (4) is expended” in accordance with the statute.
- E. On May 7, 2015, the Salt Lake County Council of Governments, an Association of Local Governments in Salt Lake County, Utah (“COG”) approved the distribution from the Salt Lake County Corridor Preservation Fund, a local transportation corridor preservation fund in the amount of \$554,268 to City for the extension of Porter Rockwell Boulevard (the “Request”).
- F. The Porter Rockwell Boulevard extension project is an allowable project under the Section 72-2-117.5.
- G. Further the Request was in accordance with the guidelines and budget agreed to by the COG and was forwarded to the County Council for approval.
- H. The County Council at its meeting on May 19, 2015 approved the recommendation of the COG to fund the Request from the Salt Lake County Corridor Preservation Fund.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 ALLOCATION

Section 1.1 **County.** The County shall allocate and disburse \$554,268 from the Local Transportation Corridor Preservation Funds to the City.

Section 1.2 **City.** The City shall use the funds allocated and disbursed to it for the purpose of the extension of Porter Rockwell Boulevard.

ARTICLE 2 ADDITIONAL PROVISIONS

Section 2.1 **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The parties intend that the distribution described herein shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 2.2 **Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. No property shall be acquired, held or disposed of under this Agreement.

Section 2.3 **General Provisions**. The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

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

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence of this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the “*Immunity Act*”). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Immunity Act, the County and the City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

(n) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board, or entity, other than the Parties hereto and their successors and assigns, any right or remedies by reason of this Agreement, as a third party beneficiary or otherwise.

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

(p) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the subject matter in this document.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County caused this Agreement to be signed by the Mayor or his designee.

SALT LAKE COUNTY

By: _____

Mayor or Designee

Approved As To Form:

Melanie F. Mitchell, Deputy District Attorney

Date: _____

BLUFFDALE CITY

By _____

Derk Timothy, Mayor

ATTEST:

City Recorder

Approved As To Form:

Vaughn R. Pickell

Bluffdale City Attorney

Date: _____, 2015

Agenda Item 17



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

To: Mayor and City Council
From: Vaughn R. Pickell, AICP, City Attorney
Date: August 19, 2015
Re: Temporary Access Easement for 13970 South

Mayor and Council Members:

As you know UDOT and its contractor, Wadsworth Brothers, have recently completed the interchange project at Bangerter Highway and Redwood Road. Before the project, the property on the east side of Redwood Road was served by Marketview Drive, a public street. The City, however, would like to align the intersection with 13970 South on the west side of Redwood Road. This new alignment will still provide service to the Bluffs Apartments, the townhomes and condos, and also provide a larger contiguous parcel for the owner and developer to put together a retail/office development.

Before UDOT can close their project, they need to ensure that the new 13970 alignment is a public thoroughfare. Bluffdale Marketplace, LC, the owner of the property, has proposed the enclosed access easement for that purpose. The easement is temporary because the developer intends to do a subdivision plat in the future that will contain a road dedication and vacation of the Marketview Drive.

Possible motion:

I move to approve the resolution authorizing execution of a Temporary Access Easement with Bluffdale Marketplace, LC, finding that it furthers the public health, safety, and welfare by opening another road to public use and that it will not impair the access of existing property owners or residents.

Sincerely,

Vaughn R. Pickell, AICP
City Attorney

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING EXECUTION OF A TEMPORARY ACCESS EASEMENT FOR 13970 SOUTH WITH BLUFFDALE MARKETPLACE, LC.

WHEREAS Bluffdale Marketplace, LC (“Owner”) owns land located at approximately 13970 South Redwood Road;

WHEREAS, as part of a recent project by the Utah Department of Transportation (“UDOT”) to improve an interchange at Bangerter Highway and Redwood Road, a new road was constructed on Owner’s land that served the residential areas east of Owner’s land;

WHEREAS the new road was located at 13970 South and proceeded eastward through the Owner’s land to the residential areas, but without an express grant that this road was to be a public thoroughfare;

WHEREAS before UDOT can close its project, it must ensure that a public thoroughfare has been granted for the new 13970 South road; and

WHEREAS the Owner has proposed the attached Temporary Access Easement as an express grant of a public thoroughfare until a permanent grant is accomplished with a future subdivision plat;

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

Section 1. Authorization to Execute Temporary Access Easement. The City Council hereby authorizes the City Manager to execute a Temporary Access Easement with Bluffdale Marketplace, LC, in substantially the same or similar form attached hereto.

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

PASSED AND APPROVED: August 26, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

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