



*****AMENDED BLUFFDALE CITY COUNCIL
MEETING AGENDA
Wednesday, September 9, 2015**

Notice is hereby given that the Bluffdale City Council will hold a meeting Wednesday, September 9, 2015 at the Bluffdale City Fire Station, 14350 South 2200 West, Bluffdale, Utah scheduled to begin promptly at 7:00 p.m. or as soon thereafter as possible. Notice is further given that access to this meeting by the Mayor and or City Council may be by electronic means via telephonic conference call.

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

1. Roll Call, Invocation, Pledge of Allegiance*
2. **PUBLIC FORUM** – (4 minute maximum per person to bring items not already on the agenda before the Council. Participants are encouraged to submit a written statement (1 copy) for items that are complex or that may require more than 4 minutes to present).
3. **CONSENT AGENDA** –
 - 3.1 Approval of the August 26, 2015 meeting minutes.
4. Consideration and vote on a resolution authorizing the City Manager to enter into an agreement with Civic Plus for design of the City's Website, staff presenter, Natalie Hall.
5. 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.
6. Mayor's Report
7. City Manager's Report and Discussion

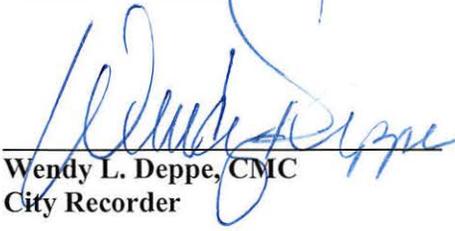
PLANNING SESSION

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.

8. Discussion relating to the appointment of a JWCD Trustee Member.
9. ***Discussion regarding the installation of a signal light at the 14600 South and UPR underpass.
10. 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).
11. Adjournment

Dated this 8th day of September, 2015

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



Wendy L. Deppe, CMC
City Recorder

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

Agenda Item 3.1



**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

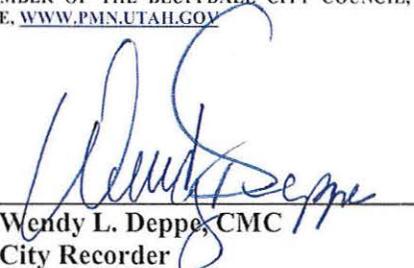
PLANNING SESSION

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.

DRAFT – FOR DISCUSSION PURPOSES ONLY

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

- 1 **Present:** Mayor Derk Timothy
2 Alan Jackson (arrived at 7:06 p.m.)
3 Bruce Kartchner
4 Ty Nielsen
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 Wendy Deppe, City Recorder
13 Judge Scott Mickelsen
14 Brent Ventura, Contract City Engineer
15
16 **Others:** Mark Hales, City Council Vacancy Candidate
17 Debbi Hamner, City Council Vacancy Candidate
18 Skyler Johnston, City Council Vacancy Candidate
19 Mark J. Lemery, City Council Vacancy Candidate
20 Nancy Lord, City Council Vacancy Candidate
21 Kenneth R. McCabe, City Council Vacancy Candidate
22 Jeremy M. Smith, City Council Vacancy Candidate
23 James L. Wingate, City Council Vacancy Candidate
24 Boyd Preece, City Council Vacancy Candidate
25 Dave Tolman, Aclaime
26 Taylor Woodbury, Woodbury Corporation
27 Scout Ben Jones
28 Scout Jeremy Jones
29 Scout Jacob Jones
30

31 **BLUFFDALE CITY COUNCIL REGULAR BUSINESS MEETING**

32
33 Mayor Derk Timothy called the meeting to order at 7:00 p.m.

34
35 **1. Roll Call, Invocation, and Pledge.**

36
37 All Members of the City Council were present with the exception of Alan Jackson, who arrived
38 shortly thereafter.

39
40 Debbi Hamner offered the invocation.

41
42 Ty Nielsen led the Pledge of Allegiance.

DRAFT – FOR DISCUSSION PURPOSES ONLY

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

1
2 **Ty Nielsen moved to postpone agenda items one through five and go directly to agenda item**
3 **number six. Justin Westwood seconded the motion. The motion passed with the unanimous**
4 **consent of the Council.**

5
6 **2. Interviews with Applicants for the Vacancy on the Bluffdale City Council.**
7

8 Mayor Timothy explained that City Council Member Heather Pehrson resigned early, which left a
9 vacancy to be filled. The appointment will be until the newly elected Council Member is sworn in
10 the first part of January 2016. The process was described. The name of each candidate was to be
11 drawn after which they would introduce themselves and be interviewed by the Council. After the
12 process is complete the City Council may go into a closed session to discuss the appointment. The
13 Council may also choose to vote by secret ballot for two candidates and narrow the choices to two
14 individuals. The two remaining candidates may be asked additional questions and the Council will
15 narrow the choices down to one who will fill the seat. In the event of a tie, Mayor Timothy
16 indicated that he would abstain as he would not want anyone to be aware of his vote. City Attorney,
17 Vaughn Pickell, indicated that if there is a tie with the final vote the statute states that the candidate
18 can be chosen by lot. Once the selection is made, the candidate will be sworn in by Judge
19 Mickelsen and immediately take their seat with the Council and participate in the remainder of the
20 meeting.

21
22 Scout Ben Jones drew the name of Mark Hales who introduced himself and reported that he has
23 Law and Land Use Planning degrees. He has worked with both city councils and planning
24 commissions and previously represented Utah County as their legal counsel. He also previously
25 served as a Prosecutor in American Samoa. Mr. Jones felt he could jump in quickly with a good
26 understanding of land use and the law. He plans to campaign over the next four months as a
27 candidate to serve on the City Council.

28
29 Scout Jacob Jones next drew the name of Kenneth McCabe who reported that he has lived in
30 Bluffdale for 18 years during which time he has seen a lot of change, both good and bad. He spent
31 30 years in the military and is a retired Command Sergeant Major. He noted that he spent a great

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1 deal of time in the Utah National Guard active duty and had been deployed to Afghanistan and Iraq.
2 He has three children who are currently in the military. After retiring from the military,
3 Mr. McCabe taught high school math for five years after which he went to law school and now
4 works as an attorney while continuing to teach part-time.

5
6 Scout Ben Jones drew the name of Debbie Hamner who reported that her family moved to Bluffdale
7 in 1980. The City has changed a great deal since then. She described her employment experience,
8 which has been varied. She has a Bachelor of Science degree in Accounting and is currently
9 pursuing a Bachelor of Science degree in Web Design. She has a significant amount of experience
10 in project management, networking, and diplomacy. Ms. Hamner reported that she is a strategic
11 and positive thinker and excels at customer service. She is also very resourceful and goal-oriented.
12 With regard to a question raised about the City's current website, Ms. Hamner stated that it doesn't
13 work well on an Apple computer but is fine on her HP computer. She currently is employed by a
14 small graphics company.

15
16 The name of Nancy Lord was next drawn. Mrs. Lord introduced herself and reported that she
17 served on the City Council from 2006 to 2010. She considered it a wonderful experience that was
18 sometimes challenging as it was a difficult period in the City's history. She is able to stand and be
19 firm on issues that are important to the City. For example, the Council with which she served went
20 to the Manager by Ordinance form of government in the City because there were challenges with
21 the City's management that the Council felt required it. Mrs. Lord was also instrumental in leading
22 the City to going the direction of Saratoga Springs for the Police Department. The contract with
23 UPD was determined to be very expensive and would have taken away Bluffdale's ability to have a
24 say over police service. The decision was made at that time to go with Saratoga Springs, which she
25 was very pleased with. She knows what is involved in serving on the City Council and was ready,
26 willing, and able to begin to serve immediately.

27
28 In response to a question raised, Mrs. Lord reported that she currently does not work outside the
29 home. For 2 ½ of the last four years she served as a caregiver for her elderly mother. As a result,
30 she has tender feelings for the City's senior residents. She reported that she will be campaigning for

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1 the City Council election in November. She recommended the Council decide what its prime
2 directive is. She considered herself to the most qualified and most ready to do the job.

3
4 Scout Ben Jones drew the name of James L. Wingate who was happy to apply for the vacant seat.
5 He currently serves on the Planning Commission and originally became involved as a citizen giving
6 feedback on important issues. That led to Mayor Timothy inviting him to serve on the Planning
7 Commission. Mr. Wingate reported that he grew up in the Rose Park area of Salt Lake City in a
8 very diverse atmosphere. He earned a Bachelor's degree in Geography from the University of Utah
9 and a Master's degree in Public Administration from Brigham Young University. He works for
10 Blue Stakes of Utah, which has given him a great perspective to see what is happening throughout
11 the state in terms of growth.

12
13 With regard to the fact that Mr. Wingate is running for the City Council, he stated that he is focused
14 on issues that need to be addressed now. If he is not elected he will be happy to continue to serve
15 on the Planning Commission. Mayor Timothy expressed appreciation to Mr. Wingate for the
16 feedback he gave on the bridge.

17
18 The name of Skyler Johnston was next drawn. Mr. Johnston reported that he and his wife moved to
19 Bluffdale two years ago and considers himself quite different from most of the other applicants. His
20 background is in marketing and he currently works for Blendtec where he is responsible for in
21 excess of \$100 million in revenue per year. He plans to be in Bluffdale for a long time and settled
22 here for various reasons. There is in an exclusive situation in the Wasatch Front in terms of location
23 and where it is in its development. He considered there to be a tremendous opportunity going
24 forward. Mr. Johnston reported that he also has a real estate license. He stated that what he can
25 offer that is unique is a young perspective. While he is not running for City Council, he wants to be
26 involved with the City. In response to a question raised, Mr. Johnston reported that he lives in Sage
27 Estates.

28
29 Scout Ben Jones next drew the name of Debbie King-Plese who was not in attendance. He next
30 drew the name of Jeremy M. Smith who stated that he has lived in Bluffdale his entire life. His

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1 parents moved to Bluffdale in 1991 when he was 10 years old. He loves Bluffdale and saw no
2 reason for drastic changes. He appreciated Bluffdale for its family values and the community being
3 a good place to raise a family. He found a recent comment by the Mayor to be interesting that few
4 people come to City Council Meetings because they trust the leadership in Bluffdale. He thought
5 that was a testimony to what the Council is doing and the good work they do. He has had various
6 leadership opportunities in his life, which he described. He loves volunteering and feels that it
7 makes people and the community better. Mr. Smith stated that after high school he served an LDS
8 mission to Hawaii. He currently works for his brother-in-law who owns his own business doing
9 internet sales marketing and web design. He has completed his degree and is planning to continue
10 to pursue additional education in economics or perhaps a law degree.

11
12 A question was raised with respect to Mr. Smith's impression of the City's website. He stated that
13 it has been difficult to find some things on the site but thought it was well organized. He did not
14 particularly like the design of it. He reported that he appreciates large lots in Bluffdale.

15
16 Mayor Timothy drew the final name of Mark Lemery who lives in Spring View Farms. He was
17 born in New Hampshire and grew up in the Midwest. His wife is from Utah. Mr. Lemery reported
18 that he retired from the Air Force two years ago after 22 years of active duty service. He retired as
19 a Lieutenant Colonel and was a career intelligence officer. He had only lived in Bluffdale for 16
20 months. He moved 10 times in 22 years in the Air Force and knows a good community when he
21 sees it and considers Bluffdale to be a great community. Currently Mr. Lemery works for the State
22 of Utah at the State Law Enforcement Intelligence Center in Sandy and serves as an adjunct
23 professor for Salt Lake Community College in their Homeland Security and Emergency
24 Management program. He commented that he is not a candidate for City Council.

- 25
26 3. **Closed Meeting Pursuant to Utah Code §52-4-205(1) to Discuss the Character,**
27 **Professional Competence, or Health of an Individual, Collective Bargaining, Pending**
28 **or Imminent Litigation, Strategies to Discuss Real Property Acquisition, Including Any**
29 **Form of a Water Right or Water Shares, Security Issues, or any Alleged Criminal**
30 **Misconduct.**

31
32 Bruce Kartchner moved to go into closed meeting pursuant to Utah Code § 52-4-205(1) to

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1 **discuss the professional competence of an individual. Ty Nielsen seconded the motion. The**
2 **motion passed with the unanimous consent of the Council.**

3
4 The Council was in closed session from approximately 7:45 p.m. to 7:58 p.m.

5
6 **4. Consideration and Vote on a Resolution Appointing and Individual to Fill the Vacancy**
7 **on the Bluffdale City Council through the Remainder of 2015, Staff Presenter, Vaughn**
8 **Pickell.**

9
10 The Council Members each cast their votes for the top two candidates by secret ballot. City
11 Recorder, Wendy Deppe, identified the top three candidates (as a result of a tie) as Mark Hales,
12 Skyler Johnston, and Mark Lemery. The Council recast their votes by secret ballot. Ms. Deppe
13 identified the top two candidates as Skyler Johnston and Mark Lemery.

14
15 Mr. Johnston commented on what is unique about Bluffdale in terms of development and growth.
16 He also addressed property taxes and density. Mr. Lemery addressed the Council regarding the
17 same issues and elaborated on his involvement with law enforcement at the request of Alan
18 Jackson.

19
20 The Council submitted their final vote of one candidate by secret ballot. Ms. Deppe identified the
21 top candidate as Mark Lemery.

22
23 **Justin Westwood moved to approve a resolution appointing Mark Lemery to fill a vacancy on**
24 **the Bluffdale City Council through the remainder of 2015. Ty Nielsen seconded the motion.**
25 **Vote on motion: Ty Nielsen-Aye, Justin Westwood-Aye, Alan Jackson-Aye, Bruce Kartchner-**
26 **Aye. The motion passed unanimously.**

27
28 **5. Administering the Oath of Office for the Interim Council Member by Judge Scott**
29 **Mickelsen.**

30
31 Judge Scott Mickelsen administered the Oath of Office to Mark J. Lemery. Council Member
32 Lemery took his seat with the Council and participated in the remainder of the meeting.

33

DRAFT – FOR DISCUSSION PURPOSES ONLY

**BLUFFDALE CITY COUNCIL
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1 **6. PUBLIC FORUM.**
2

3 There was no one in attendance wishing to address the Council.
4

5 **7. CONSENT AGENDA:**
6

7 **7.1 Approval of the July 22, 2015, Meeting Minutes.**
8

9 **7.2 Approval of the August 12, 2015, Meeting Minutes.**
10

11 **7.3 Preliminary Acceptance of Independence at the Point Phase I-3, Beginning the**
12 **Warranty Period.**
13

14 **7.4 Acceptance of Independence at the Point Phase D-7, Ending the Warranty**
15 **Period.**
16

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

18 **The motion passed with the unanimous consent of the Council.**
19

20 **8. Discussion Regarding the Zoning of 14 Acres of Property, Located at Approximately**
21 **14400 South 2200 West, Kathi Jones Berquist, Alyn Jones, and Patty Sleight, Family**
22 **Members of Heber Jones, Property Owner.**
23

24 The Jones family was not in attendance. The above item was removed from the agenda.
25

26 **9. PUBLIC HEARING – Consideration and Vote on a Plat Amendment Application to**
27 **Amend Lot 74 of the Sage Estates Phase 2A Subdivision, Located at Approximately**
28 **14294 South Loomis Parkway (1300 West), BHD Architects, Applicant, Staff**
29 **Presenter, Grant Crowell.**
30

31 City Planner/Economic Development Director, Grant Crowell, addressed agenda item numbers 9
32 and 10 together. Mayor Timothy pointed out that the public hearings for both items would be
33 combined, however, the resolution for each would be voted on separately.
34

35 Mr. Crowell reviewed the plat amendment application to amend Lot 74 of the Sages Estates Phase
36 2A Subdivision. He then overviewed the site plan application for the meetinghouse.
37

38 Mayor Timothy opened the public hearing. There were no public comments. Mayor Timothy
39 closed the public hearing.

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1
2 Ty Nielsen moved to amend a Plat Amendment Application to amend Lot 74 of the Sage
3 Estates 2A Subdivision subject to the following:

4
5 **Conditions:**

- 6
7 1. All requirements of the City Code and adopted ordinances shall be met and adhered to
8 for the proposed plat.
9
10 2. The project shall adhere to all requirements of the International Fire Code.
11
12 3. The plat shall comply with the Bluffdale City Engineering Standards and
13 Specifications and recommendations by the City Engineer and Public Works
14 Department for all relevant construction and plat drawings prior to the plat recording.
15
16 4. A Site Plan Application including, but not limited to; landscaping, building elevations,
17 building colors and materials, lighting, and fencing shall be approved by the City
18 Council prior to the issuance of building permits.

19
20 Justin Westwood seconded the motion. Vote on motion: Ty Nielsen-Aye, Justin Westwood-
21 Aye, Alan Jackson-Aye, Bruce Kartchner-Aye, Mark Lemery-Aye. The motion passed
22 unanimously.

- 23
24 10. **PUBLIC HEARING – Consideration and Vote on a Site Plan Application for The**
25 **Church of Jesus Christ of Latter-day Saints Meetinghouse, Located at Approximately**
26 **14294 South Loumis Parkway (1300 West) HD Architects, Applicant, Staff Presenter,**
27 **Grant Crowell.**

28
29 Mr. Crowell reviewed the above item in conjunction with agenda item number 9. It was noted that
30 the public hearing was held in conjunction with agenda item number 9.

31
32 Ty Nielsen moved to approve the Site Plan Application for The Church of Jesus Christ of
33 Latter-day Saints Meetinghouse subject to the following:

34

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**BLUFFDALE CITY COUNCIL
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1 **Conditions:**

- 2
- 3 1. The applicable requirements of the City Code, adopted ordinances, adopted building
- 4 and fire codes shall be met and adhered to for this site plan.
- 5
- 6 2. All site plan features, building architecture and elevations, and landscaping shall
- 7 adhere to the approved site plan as presented.
- 8
- 9 3. All landscaping, irrigation, and open space areas shall be installed and maintained by
- 10 the property owners.

11

12 **Justin Westwood seconded the motion. Vote on motion: Ty Nielsen-Aye, Justin Westwood-**

13 **Aye, Alan Jackson-Aye, Bruce Kartchner-Aye, Mark Lemery-Aye. The motion passed**

14 **unanimously.**

15

16 **11. PUBLIC HEARING – Consideration and Vote on a Proposed Amendment to Chapter**

17 **11-35-2 of the City of Bluffdale Land Use Ordinance to Allow Storage Units as a**

18 **Conditional Use in the Heavy Commercial Zone (HC), Nate Shipp, 4 Independence,**

19 **LLC, Applicant, Staff Presenter, Grant Crowell.**

20

21 Mr. Crowell presented the staff report and identified the areas zoned Heavy Commercial shown in

22 deep red on the map.

23

24 Nate Shipp was present representing 4 Independence, LLC and discussed the total acreage. The

25 Council and staff addressed clarifying questions with respect to open storage. Mr. Shipp reviewed

26 the guidelines relative to the Community Plan involving commercial property and suggested the

27 option of coming back to the Council with architectural guidelines.

28

29 Topographical issues were discussed. Mr. Crowell stated that the property is mostly flat. In

30 response to a question raised, Mr. Crowell stated that all storage units in the community have to

31 meet the design standards for storage units in a fortress style. With respect to the outdoor storage,

32 he stated that they are different and an applicant could apply for two conditional uses with an

33 application.

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1
2 In response to a question raised, Mr. Shipp stated that the IRC is comprised of himself, a few of his
3 partners, and a few architects. They have very specific guidelines that are followed. Those would
4 be expanded to include specific items. They recently completed a zone change on five acres and
5 would like to maintain the ability to eventually develop it as commercial. In order for it to become
6 viable, additional connections would be needed.

7
8 Mayor Timothy commented that he personally does not like storage units but likes open storage
9 even less. He noted that open storage is allowed with a conditional use. Bruce Kartchner did not
10 want to change all of the Heavy Commercial to accommodate this one particular lot when it could
11 be accommodated by simply changing it to General Commercial, which would then provide
12 opportunities that might be more inviting because they aren't quite so intense. Mayor Timothy and
13 Alan Jackson agreed.

14
15 Mayor Timothy opened the public hearing.

16
17 Boyd Preece gave his address as 15122 Skyfall Drive and stated that he lives around the corner
18 from the proposed change. He expressed concern with traffic the proposed change would create.

19
20 There were no further public comments. Mayor Timothy closed the public hearing.

21
22 **Bruce Kartchner moved to not pass an ordinance amending the Land Use Ordinance of the**
23 **City regarding the land use tables to allow storage units as a conditional use in the Heavy**
24 **Commercial Zone. Justin Westwood seconded the motion. Vote on motion: Ty Nielsen-Aye,**
25 **Justin Westwood-Aye, Alan Jackson-Aye, Mark Lemery-Aye, Bruce Kartchner-Aye. The**
26 **motion passed unanimously.**

27
28 **12. PUBLIC HEARING – Consideration and Vote on an Ordinance Adopting an Impact**
29 **Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA) for Parks and Recreation,**
30 **Storm Drainage, Culinary Water, Secondary Water, Public Safety, and**
31 **Transportation, Staff Presenter, Brent Ventura.**

32
33 Contract City Engineer, Brent Ventura, reported that the matter had been discussed but they were

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**BLUFFDALE CITY COUNCIL
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1 not prepared with a presentation due to numerous changes. He provided a condensed version of
2 what is proposed. He explained that the Capital Facilities Plan and Impact Fee Facilities Plan allow
3 the City to collect fees from development and the impacts they have on the City's transportation
4 system, water system, sewer, storm drain, parks and recreation, and public safety. As a result of the
5 impact, new infrastructure is required that should be paid for by those creating the impact. The
6 document containing details on each element was presented. It also addresses development that will
7 occur within the next six years in terms of what developments may come, how much infrastructure
8 will be required, and the cost, which is spread equally among the developments.

9
10 Mr. Ventura reported that the Impact Fee Facilities Plan changed based on the number of people
11 moving in and the actual impact fees necessary to fund the improvements. It will allow them to
12 include projects on the Capital Facilities Plan and move them forward to the Impact Fee Facilities
13 Plan and help staff better plan for and fund the projects coming forward.

14
15 Bruce Kartchner stated that it would be nice to have a table showing what the impact fee was and
16 what it is now. Mr. Ventura stated that that information is available in PDF format. He reported
17 that previously the Water Impact Fee was \$1,243 per dwelling unit. It is now \$1,133.
18 Transportation was \$3,360 per dwelling unit and is now \$3,440. The Storm Drain Impact Fee used
19 to be \$430 per unit based on a 2,700 square-foot home or business. The cost is now \$630. The
20 increase was attributed to the fact that there were so few projects proposed that the smaller impact
21 fee did not cover the cost. Mr. Ventura reported that the Public Safety Impact Fee was \$990 and it
22 is now \$1,200. The increase was attributed to the need for another station.

23
24 Mayor Timothy opened the public hearing. There were no members of the public wishing to speak.
25 Mayor Timothy closed the public hearing.

26
27 **Ty Nielsen moved to adopt an ordinance adopting an Impact Fee Facilities Plan (IFFP) and an**
28 **Impact Fee Analysis (IFA) for Parks and Recreation, Storm Drainage, Culinary Water,**
29 **Secondary Water, Public Safety, and Transportation. Justin Westwood seconded the motion.**

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1 **Vote on motion: Ty Nielsen-Aye, Justin Westwood-Aye, Alan Jackson-Aye, Mark Lemery-**
2 **Aye, Bruce Kartchner-Aye. The motion passed unanimously.**

3
4 **13. Consideration and Vote on an Ordinance Amending Section 12-5-3 of the Bluffdale**
5 **City Code Relating to the Maximum Number of Building Permits that May be Issued**
6 **on a Single Point of Ingress and Egress, David Tolman, Applicant, Staff Presenter,**
7 **Vaughn Pickell.**

8
9 Mr. Pickell reported that he was asked to draft an ordinance that would accommodate up to 115
10 dwelling units on a single point of access. He changed the number of dwelling units allowed in the
11 subdivision that will be served by a second point of access in the future and extended that period out
12 until April 30, 2016. Another option was to allow any approved subdivision plat to be granted
13 100% of their building permits in the subdivision notwithstanding the current ordinance.

14
15 In response to a question raised, Mr. Pickell indicated that they are moving forward with property
16 acquisition. He indicated that he met with a couple of property owners this week. A question was
17 raised with respect to tying the approval of the permits to the access. Secondary access issues were
18 discussed. Mayor Timothy questioned the temporary nature of the ordinance and considered it to be
19 similar to spot zoning. He felt that safety should be the first priority to ensure access for fire trucks
20 and egress in the event of fire or a natural disaster. If the City is holding up the opportunity for the
21 second access so they can issue a certain number of permits until the City's portion of the
22 transaction is complete. It seemed awkward to him to adopt a temporary ordinance that fits a very
23 specific instance.

24
25 Mr. Pickell felt that the City was involved because they are an entity that can help solve the
26 problem. They would not need the access if it weren't for development. He pointed out that the
27 road is part of the development agreement. Mayor Timothy considered it a bigger issue than that
28 because the road is still needed so that some of the traffic can be eased out onto 14600 South rather
29 than have all of the traffic rerouted to Heritage Crest and Porter Rockwell Boulevard. He felt there
30 was a benefit to Bluffdale City participating.

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1 Alan Jackson thought the right mechanism to solve the problem had not been found yet. He agreed
2 with the Mayor that a temporary ordinance seems like spot zoning. He recommended they continue
3 to find a way to solve the problem.

4
5 Bruce Kartchner considered the timing to be of utmost importance and did not expect permits to be
6 pulled until the spring of 2016. The problem is that the developer is now in a situation where he is
7 not able to sell lots. Alan Jackson asked about the timeframe and how long it will take to acquire
8 the access and how that coincides with the developer's need to be able to pull permits.

9
10 Dave Tolman reported that they will be pouring asphalt in September and other items have to be
11 completed. They expect to have the subdivision complete in October with permits ready to be
12 pulled as early as November with the first occupants moving into homes by late March or early
13 April 2016. He considered the major issue to be the completion of Loumis Parkway.

14
15 The Council discussed the possibility of working out an agreement with the Newmans and
16 determining whether that would provide an access sufficient to build a road that would meet the
17 current ordinance. Mr. Pickell responded that it could be done with Newman. He stated that
18 currently the existing pavement is not on the Newman property and is more on the eastern
19 properties.

20
21 City Engineer, Michael Fazio, commented on the road design and the bridge and whether the
22 proposed timelines can be met. City Manager, Mark Reid, indicated that the bridge has to be
23 constructed between October 15 and April 15 in order to move up to the north. Mr. Fazio explained
24 that the bridge is satisfactory for light traffic. The most difficult task currently was to design the
25 intersection at 14600 South. Staff was working with UDOT on the matter. He noted that the bridge
26 is sufficient to handle traffic in the meantime with the bridge to be completed in April 2016.

27
28 Mr. Reid indicated that the bridge design and permitting process is nearly complete. Construction
29 on it could begin given the water timetable of October 15 at which time the water goes out of the
30 canal. The intent was to build and complete that part of the project prior to April 15 when the water

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1 comes back. He commented that it is difficult to call anything built there a temporary road because
2 as soon as it is completed it will be heavily used from the DAI project as well as the new project.

3
4 Mayor Timothy commented that the acquisition of property has been more difficult than expected.
5 Bruce Kartchner's preference was to construct a temporary road and tear it up rather than change
6 the ordinance. Mr. Tolman clarified that the temporary road would be to the west of the permanent
7 road. Mr. Reid stated that the goal is to complete the entire eight-foot section all the way up.

8
9 Council Member Kartchner expressed appreciation to the staff for their efforts but felt that a change
10 to the ordinance needs to be simultaneously considered. He committed to spending the time
11 necessary over the next two weeks to accommodate that. Timing issues were discussed.

12 Mr. Tolman accepted the two-week delay to allow for the ordinance to be rewritten. The matter
13 was to be next addressed at the September 9, 2015 City Council Meeting.

14
15 Mr. Reid reported that when an offer was extended by the City they did not hear back. A meeting
16 was scheduled for the following day. Bruce Kartchner did not want the window of opportunity to
17 be opened for other developments. He also liked the concept of having a crash gate for an
18 emergency access.

19
20 **Bruce Kartchner moved to table the item until the next meeting and continue working on the**
21 **alternatives. Justin Westwood seconded the motion. Vote on motion: Ty Nielsen-Aye, Justin**
22 **Westwood-Aye, Alan Jackson-Aye, Mark Lemery-Aye, Bruce Kartchner-Aye. The motion**
23 **passed unanimously.**

24
25 **14. Reconsideration of Ordinance 2015-08, Approving the Adjustment of a Common**
26 **Municipal Boundary with Draper City, Staff Presenter, Grant Crowell.**
27

28 Mayor Timothy reminded the Council that the matter was before them previously at which time a
29 change was made that now needs to be undone. Mr. Crowell stated that the Bluffdale City Council
30 wanted the top green line on the map to go to the north side of the 14600 South. The Draper City
31 Council did not accept it and approved it down the center line. Their staff indicated to him that that

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1 was the only choice. He stated that the proposed change would be a simple one for the surveyor to
2 make. Mr. Reid indicated that there were questions from Draper City as to why Bluffdale wants
3 this. The Council did not object to the change.

4
5 **Ty Nielsen moved to approve Ordinance 2015-08, approving the adjustment of a common**
6 **municipal boundary with Draper City. Bruce Kartchner seconded the motion. Vote on**
7 **motion: Ty Nielsen-Aye, Justin Westwood-Aye, Alan Jackson-Aye, Mark Lemery-Aye, Bruce**
8 **Kartchner-Aye. The motion passed unanimously.**

9
10 **15. Consideration and Vote on a Resolution Authorizing the Execution of an**
11 **Encroachment Agreement for Construction of a Meter Station in an Easement/Right-**
12 **of-Way Held by Jordan Valley Water Conservancy District, Staff Presenter, Vaughn**
13 **Pickell.**

14
15 Mr. Pickell reported that the above resolution is required by the Jordan Valley Water Conservancy
16 District whenever the City encroaches into their easement. On Noell Nelson Drive (1000 West)
17 they intend to construct a 12-inch meter station to serve all of Noell Nelson Drive.

18
19 **Bruce Kartchner moved to pass a resolution authorizing the execution of an Encroachment**
20 **Agreement for construction of a meter station in an easement/right-of-way owned by Jordan**
21 **Valley Water Conservancy District. Ty Nielsen seconded the motion. Vote on motion: Ty**
22 **Nielsen-Aye, Justin Westwood-Aye, Alan Jackson-Aye, Mark Lemery-Aye, Bruce Kartchner-**
23 **Aye. The motion passed unanimously.**

24
25 **16. Consideration and Vote on a Resolution Authorizing the Execution of an Interlocal**
26 **Cooperation Agreement for Corridor Preservation Grant Funds, Staff Presenter,**
27 **Michael Fazio.**

28
29 Mr. Pickell reported that previously the City received Corridor Preservation Funds through Wasatch
30 Front. They will now be disbursed by UDOT. A change in the law now requires counties to
31 disburse the funds.

32

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1 **Ty Nielsen moved to pass a resolution authorizing the execution of an Interlocal Cooperation**
2 **Agreement for Corridor Preservation Grant Funds. Alan Jackson seconded the motion. Vote**
3 **on motion: Ty Nielsen-Aye, Justin Westwood-Aye, Alan Jackson-Aye, Mark Lemery-Aye,**
4 **Bruce Kartchner-Aye. The motion passed unanimously.**

5
6 **17. Consideration and Vote on a Resolution Authorizing the Execution of a Temporary**
7 **Access Easement with Bluffdale Marketplace, LC, Staff Presenter, Vaughn Pickell.**
8

9 Mr. Pickell presented the Council with an easement agreement offered to the City by Bluffdale
10 Marketplace, LLC for the new 13970 road. It is currently in place and functioning but there is not
11 an express right for the City to use it. The long-range plan is to get a permanent dedication for the
12 road, which will occur when the property is subdivided. The other road will be vacated at the same
13 time the new road is dedicated.

14
15 Mr. Reid noted that the process is currently underway. He explained that in order for the contractor
16 who has been using the property and building the bridge to complete their contract, they were
17 required to put in some improvements back into Market View. Staff did not want to see
18 improvements go back in and then have them torn out in order to improve 13970. This gives them
19 an opportunity to complete the contract, take the funds that were going to be put in, which were
20 minimal, to update Market View.

21
22 Mr. Pickell explained that the current version of the easement was available in Dropbox and was
23 extended to a four-month time frame rather than three months.

24
25 **Ty Nielsen moved to pass a resolution authorizing the execution of a Temporary Access**
26 **Easement with Bluffdale Marketplace, LLC, and specifically the one with the fourth month**
27 **time frame. Alan Jackson seconded the motion. Vote on motion: Ty Nielsen-Aye, Justin**
28 **Westwood-Aye, Alan Jackson-Aye, Mark Lemery-Aye, Bruce Kartchner-Aye. The motion**
29 **passed unanimously.**
30

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1 **18. Mayor's Report.**

2
3 Mayor Timothy reported that Old West Days and the parade were very successful. He commented
4 that the Monster Truck Show was well done and enjoyed immensely by his grandchildren. He
5 expressed appreciation to the volunteer and City staff for their dedication. He stressed the
6 importance of the event and stated that it helps bind the community. Details of the Volunteer
7 Appreciation Dinner were to be sent out via emailed. He encouraged the Council to attend to
8 acknowledge the efforts of the City's great volunteers.

9
10 Mayor Timothy reported that the sewer district expressed appreciation for the new road into their
11 facility. He noted that they are now occupying the new building and their Draper facility is up for
12 sale. The next meeting was scheduled for September 15 at which time he will ask them to give the
13 City a tour of their new building.

14
15 **19. City Manager's Report and Discussion.**

16
17 Mr. Reid gave special thanks to Alan Jackson on the Veterans Memorial and stated that it was a
18 great success. He stated that the ceremony was amazing and very touching. As a veteran, Council
19 Member Lemery expressed his personal thanks and described it as a world class memorial.

20
21 Mr. Reid reported on Old West Days and stated that from a City and staff standpoint it was a great
22 success. There were, however, some complaints received about the volume of the concert at night.
23 The rodeo also took place, which was a success. Troy Shintzel was commended for his hard work.

24
25 With respect to the Monster Truck Event there was concern about the arena and parts from the
26 vehicles being smashed and possibly causing problems for the arena's equestrian users. Tarps were
27 put down and staff went to great effort to prevent issues. For example, windows were removed
28 from vehicles to avoid broken glass from getting in the arena.

29
30 Mr. Reid reported that Loumis Parkway has been paved with completion expected within one
31 month. It was noted that the critical feature is the asphalt. The 14400 South overlay project was
32 also finished in terms of striping. He noted that several changes were made to the striping plan.

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1 They set the standard of making the lanes as narrow as possible and in areas where that has been
2 done, speeds have reduced. He also noted that the change has resulted in wider bike lanes. Bruce
3 Kartchner recommended the possibility of double striping the bike lane.

4
5 Mr. Reid reported that the police made a major arrest of a wife who had been pawning stolen
6 equipment. Her husband was also involved and was arrested and has admitted to numerous crimes.
7 The UPD has been searching for the individual for a long time. There was one break in that was
8 resolved that night.

9
10 Mr. Reid stated that the Dodge Durango was purchased to serve as a detective vehicle. The budget
11 included the purchase of three vehicles for the Police Department this year. In moving toward the
12 City having its own police force in a few years they have been ramping up their fleet. Over the last
13 few years they have purchased vehicles from Vernal City who were on a two-year lease. Within the
14 next month, the City plans to purchase two more Dodge Chargers that are typically two years old
15 with under 20,000 miles on them with a complete police package for about \$25,000.

16
17 Mr. Reid reported that he and Mr. Fazio recently made a trip to Richfield to meet with the
18 Transportation Commission to present Porter Rockwell Boulevard to them in exchange for 14600
19 South. The presentation went very well and a call was received from the City's lobbyist the
20 previous day saying that although it went very well there was some push back. Another meeting
21 was held on the matter earlier in the day. One option was that they may take Porter Rockwell
22 Boulevard as a UDOT road and complete the bridge and not turn 14600 South over to Bluffdale,
23 which was what they originally wanted since 14600 South needs major improvements.

24
25 The original desire was for them to turn it over to Bluffdale with sufficient funds to make the
26 improvements. They instead deleted most of the improvement money and decided without that
27 Bluffdale would not want to take the road. The next step was to see what kinds of projects there are
28 on Porter Rockwell and 14600 South that they can put together and identify for the specified
29 amount of the funds needed to enhance Porter Rockwell Boulevard to UDOT standards and have it
30 applied to those projects.

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1
2 On Redwood Road and Porter Rockwell Boulevard, for example, three arms of the light are up. In
3 order to get Holiday Oil into the commercial subdivision on Porter Rockwell and Redwood Road,
4 the City would have to put up a fourth arm at a cost of approximately \$150,000. The City is trying
5 to get them to advance the money available to make that change, which they seemed amenable to.
6 He commented that seeing the acceptance of Porter Rockwell Boulevard and scheduling of the
7 bridge to be a milestone in Bluffdale’s history. He stated that the key is timing in terms of when it
8 is built. They have pushed for 2020 but UDOT has indicated that they can’t do it before 2023.

9
10 Mr. Reid reported that staff met with their architect to open the bids for the City Hall CMDC
11 project. Eight bids were received. He explained that with a CMDC contract you are looking at
12 their bid to manage the construction. Staff was in the process of evaluating that. The top four
13 bidders were identified. He encouraged the Council to review the proposals and give their input.

14
15 Justin Westwood reported on the mechanical business on the south side of 14400 South that is
16 causing the parking of trucks on the sidewalk that are obstructing the view of motorists. Staff
17 agreed to look into the matter.

18
19 **PLANNING SESSION**

20
21 **20. Presentation and Discussion Regarding Jordan Narrows Road, Staff Presenter,**
22 **Michael Fazio.**

23
24 Mr. Fazio reviewed the Jordan Narrows Road re-pavement proposal. Mayor Timothy raised a
25 question about the batch plant. Mr. Fazio explained that their argument was that the road was
26 overrated and damaged. Mr. Reid commented that for \$100,000 they can improve the road.
27 Possible options were discussed. With regard to the allocation of an additional \$10,000 the
28 consensus of the Council was to pursue it.

29
30 **21. Discussion Relating to the Appointment of a JVWCD Trustee Member.**

31
32 Mayor Timothy indicated that an appointment was made previously of Lynn Crane to the HVWCD
33 Board with Herriman and Riverton. His term is expiring so another member needs to be appointed.

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1 The City can submit its own name or coordinate it with Riverton and Herriman cities. He noted that
2 Mr. Crane is seeking to be reappointed. The Mayor requested that the Council present the names of
3 suggested nominees at the next City Council Meeting scheduled for September 9. The new four-
4 year term will begin on January 1.

5

6 **22. Discussion of Gateway Redwood RDA Project Area.**

7

8 Eric Woodbury from Woodbury Corporation commented on the property on the southeast corner of
9 Redwood Road and Bangerter Highway. He reported that they are a real estate company and most
10 of their properties are in Utah, Idaho, Wyoming, and Montana. What makes them unique is that
11 they don't develop properties and sell them. They generally hold their assets indefinitely. Their
12 intention is to be involved with the project long term and continue to develop the property into the
13 future. He stated that they purchased the property in 2006 and at that time they thought they would
14 be able to develop quickly. That changed when the recession hit.

15

16 Mr. Woodbury reported that they are now proposing to develop a store for a major grocery store
17 chain. The proposed building will be 123,000 square feet in size and is larger than shown in their
18 previous plans. They are now at the end of a four to five-month long master planning process on
19 the property. He stated that at this point they aren't driving the site plan process and engage the
20 same engineer the grocery store chain uses. As part of the master planning process, the City asked
21 how they could realign the roadway to the project so that aligns with 13900 South coming across
22 the road. Details of the proposed grocery store were described.

23

24 Timing issues were discussed. Mr. Woodbury stated that they have a draft PSA that has now gone
25 to the grocery store who only made one change to it. They are anticipating a late spring or early
26 summer construction start with a spring 2017 open. The grocery store prioritizes sites based on
27 sites that are ready to move forward. It was their rule as a developer to expedite the start date and
28 getting the site ready. Procedural issues were discussed. Mr. Woodbury reported that they were
29 planning office park for the eastern part of the property and possibly a hotel. The timing of the
30 project was still unknown.

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1
2 Bruce Kartchner commented that the concepts being presented as part of the potential change to the
3 ordinance would be ones the Council would desire to apply to a retail zone. He proposed that staff
4 be directed to move in the direction of creating a Retail Zone. Mr. Crowell stated that a signed use
5 table would be needed. The consensus of the Council was to move forward with the suggestion
6 made by Council Member Kartchner.

7
8 **23. Closed Meeting Pursuant to Utah Code §52-4-205(1) to Discuss the Character,**
9 **Professional Competence, or Health of an Individual, Collective Bargaining, Pending**
10 **or Imminent Litigation, Strategies to Discuss Real Property Acquisition, Including Any**
11 **Form of a Water Right or Water Shares, Security Issues, or any Alleged Criminal**
12 **Misconduct.**

13
14 Mr. Pickell reported on the Notice of Claim received. He stated that the insurance provider was
15 contacted and are doing research after which they will report back to the City.

16
17 **Bruce Kartchner moved to go into closed meeting pursuant to Code §52-4-205(1) to discuss**
18 **pending or imminent litigation and property acquisition. Ty Nielsen seconded the motion.**
19 **Vote on motion: Ty Nielsen-Aye, Justin Westwood-Aye, Alan Jackson-Aye, Mark Lemery-**
20 **Aye, Bruce Kartchner-Aye. The motion passed unanimously.**

21
22 The Council was in closed session from 11:00 p.m. to 11:21 p.m.

23
24 **24. Adjournment.**

25
26 The City Council Meeting adjourned at 11:21 p.m.

27
28
29
30
31 _____
32 Wendy Deppe, CMC
33 City Recorder:

34 Approved: _____

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**BLUFFDALE CITY COUNCIL
CLOSED MEETING MINUTES
Wednesday, August 26, 2015**

1 **Present:** Mayor Derk Timothy
2 Alan Jackson
3 Bruce Kartchner
4 Ty Nielsen
5 Justin Westwood
6

7 **Staff:** Mark Reid, City Manager
8 Vaughn Pickell, City Attorney
9 Grant Crowell, City Planner/Economic Development Director
10 Wendy Deppe, City Recorder
11

12 At approximately 7:45 p.m. Mayor Derk Timothy called the meeting to order.
13

14 **Motion:** Bruce Kartchner moved to go into closed session pursuant to Code § 52-4-205(1) to
15 discuss the professional competence of an individual.
16

17 **Second:** Ty Nielsen seconded the motion.
18

19 **Vote on Motion:** The motion passed with the unanimous consent of the Council.
20

21 Professional competence issues were discussed.
22

23 The City Council returned to the City Council chambers to resume the open portion of the meeting
24 at 7:58 p.m.
25
26
27

28 _____
29 Wendy Deppe, CMC
30 City Recorder
31

32 Approved: _____

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**BLUFFDALE CITY COUNCIL
CLOSED MEETING MINUTES
Wednesday, August 26, 2015**

1 **Present:** Mayor Derk Timothy
2 Alan Jackson
3 Bruce Kartchner
4 Ty Nielsen
5 Justin Westwood
6

7 **Staff:** Mark Reid, City Manager
8 Vaughn Pickell, City Attorney
9 Grant Crowell, City Planner/Economic Development Director
10 Wendy Deppe, City Recorder
11

12 At approximately 11:00 p.m. Mayor Derk Timothy called the meeting to order.
13

14 **Motion:** Bruce Kartchner moved to go into closed session pursuant to Code § 52-4-205(1) to
15 discuss pending or imminent litigation and property acquisition.
16

17 **Second:** Ty Nielsen seconded the motion.
18

19 **Vote on Motion:** The motion passed with the unanimous consent of the Council.
20

21 Pending or imminent litigation and property acquisition issues were discussed.
22

23 The City Council returned to the City Council chambers to resume the open portion of the meeting
24 at 11:21 p.m.
25
26
27
28

29 _____
30 Wendy Deppe, CMC
31 City Recorder

32 Approved: _____

Agenda Item 4

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2015-

A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AND LICENSE AGREEMENT WITH CIVICPLUS FOR WEBSITE DESIGN AND MAINTENANCE.

WHEREAS the City of Bluffdale (“City”) is seeking professional and technical assistance for website design and maintenance;

WHEREAS CivicPlus has proposed the attached Service and License Agreement for website design and maintenance; and

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

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

Section 1. Authorization to Execute Agreement. The City Council hereby authorizes and directs the City Manager to execute a Service and License 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: September 4, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[seal]

City Recorder

Voting by the City Council:

Yes No

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



Contact Information

Organization City of Bluffdale

URL www.bluffdale.com

Street Address 14350 South 2200 West

Address 2

City Bluffdale

State UT

Postal Code 84065

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms Annual

Account Rep Ahron Jones

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Project Development Terms & Conditions

Invoicing & Payment Terms

1. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be invoiced at the completion of the following phases:
 - a. Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Phase 4: Customized Website Training - the remaining half of the Total Fees Year 1.
2. Year 2 Annual Services will be invoiced one (1) year from contract signing.
3. Each year this Agreement is in effect, a technology investment, not to exceed, 5 percent (%) of the total Annual Services costs will be applied.
4. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of ^{1.5}~~2.9~~ percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
5. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.
6. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Agreement Renewal

7. This Agreement shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost.
8. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
9. In the event of early termination of this Agreement by the Client after project Go Live, Client forfeits eligibility for the CP Basic Redesign and payment of services rendered (annual services will be prorated) is due within 15 days of termination.
10. This Agreement may be extended to any municipality in the State of Utah to purchase at Agreement prices in accordance with the terms stated herein.

Ownership & Content Responsibility

11. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

13. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet “links” to the GCMS® software or “frame” or “mirror” any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Indemnification

- 15. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

- 16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- 18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Salescoordinators@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from July 31, 2015.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	Included
<i>Server Storage not to exceed 20 GB</i>	
Project Enhancements	
CivicSend	Included
24 Hours of Customized Interactive Webinar Training	
4 Hours of Production within 1 Year from Go-Live	
Total Fees Year 1	
\$19,950	

Annual Services (Continuing GCMS® System Enhancements , Maintenance, Support and Hosting)	\$3,950
<i>Billed 12 months from contract signing; subject to annual 5% increase year 3 and beyond</i>	

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Exhibit A.1 Project Development Scope of Work

<p>Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with the City to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the the City staff 	<p>Bluffdale will:</p> <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, the City has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
<p>Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • communicate status to the City, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms the City completed to ensure all needs are clearly understood • gather preliminary design data for use 	<p>Bluffdale will provide:</p> <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
<p>Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	<p>Bluffdale will:</p> <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



<p>Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 25 content pages from www.bluffdale.com to the new production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with the City to adjust design and content changes • work with the City to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	<p>Bluffdale will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
<p>Phase 4: 24 Hours Customized Interactive Webinar Training for up to 6 employees <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • provided training to the City before the website goes live • train up to 6 staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules • 	<p>Bluffdale will:</p> <ul style="list-style-type: none"> • provide a location for training with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
<p>Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that the City finds • redirect the domain name to the newly developed website as per approved timeline 	<p>Bluffdale will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
<p>Project Enhancements:</p> <p>CivicSend</p> <ul style="list-style-type: none"> • Integrated with our GCMS®, CivicSend is a visually rich e-communication platform designed to save time, improve efficiency and increase community engagement. This platform allows for unlimited subscribers, emails, and social media integration communicated through visually rich, mobile responsive and easily customizable templates. <p>4 Hours of Production within 1 Year from Go-Live</p> <ul style="list-style-type: none"> • Design changes to the site – you will work with a graphic designer or project manager to determine scope & timeframe of changes • Content change to the site – you will work with a Lead Content Developer or Project Manager to determine scope & timeframe of changes. • Client is to notify Account Manager of desired changes to be made to the site within 1 year of go-live. This includes a detailed list of items that need changed and a member of the Production team will be assigned to assist 	



Project Development and Deployment Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Exhibit B – Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

Exhibit C - Premium Included Hosting

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement

Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.7%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee

Agenda Item 5



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: September 4, 2015
Re: Amendment of 12-5-3(F); Maximum Units on a Single Access

Mayor and Council Members:

Attached is an ordinance that would allow up to 120 units to obtain building permits if they are in a final subdivision plat that has received final approval before September 9, 2015. This will legitimize any situation of more than 30 units on a single access that has occurred to date.

Possible Motion

I move to **approve/deny** the 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.

If motion to approve is made, state that it is based on the findings contained in the ordinance and any other findings you deem appropriate.

If a motion to deny is made, state that it is based on the finding that it will not further the public health, safety or welfare.

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. 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 (30) 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-three~~ thousand feet (1,3,000') 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.

iv.d. Notwithstanding the forgoing, up to one hundred twenty (120) of the residential units within a final plat that has received final approval from the City Council by September 9, 2015, may be granted building permits.

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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. Effective Date. This Ordinance shall take effect upon publication or

posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED: September 9, 2015.

CITY OF BLUFFDALE

Mayor

ATTEST:

[SEAL]

Recorder

Voting by the City Council:

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