

**NOTICE OF A WORK SESSION WITH STAFF,
AND A REGULAR MEETING OF THE
VINEYARD CITY COUNCIL
August 24, 2016 at 6:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a Work Session with Staff at 6:00 pm and a Regular Session following the Work Session, on Wednesday, August 24, 2016, in the Vineyard City Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

AMENDED AGENDA

6:00 PM WORK SESSION WITH STAFF

1. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE COUNCIL: Planning Commission Chair Chris Judd

2. MONTHLY BUILDING ACTIVITY REPORT – Building Official George Reid

3. COUNCILMEMBERS' REPORTS

Dale Goodman – Mayor Pro-tem – July - September

- Public works – Park/Trails/Roads/Buildings
- Timpanogos Special Service District - Board Member

Tyce Flake – Mayor Pro-tem – October - December

- Planning and Zoning
- ULCT Legislative Policy Committee

Nate Riley – Mayor Pro-tem – January - March

- Economic Advisory Committee
- Utah Lake Technical Committee

Julie Fullmer – Mayor Pro-tem – April - June

- Youth Council
- Branding Committee
- City Special Events
- Orem Community Hospital Board

4. MAYOR'S REPORT

- North Pointe Solid Waste Special Service District - Board Member
- Mountainland Association of Governments
- Council of Governments
- Utah Lake Commission

5. ITEMS REQUESTED FOR FUTURE AGENDAS

(Requests for future agenda items are to be submitted to the City Clerk/Recorder the Friday before a City Council meeting. If there will be a cost to the city, project and event requests must be submitted with a fiscal impact analysis or report.)

- Franklin Discovery Academy evacuation plan
- Freedom Preparatory Academy evacuation plan
- Planning Commission start time change to 6:30 PM
- Amend the Municipal Code Chapter 9

Items already discussed for future agendas:

- Zoning Ordinance Text Amendments – tentatively public hearing set for September 14
- Branding – on agenda for September 28

6. AGENDA REVIEW

Time permitting, the Mayor and City Council will review the items on the agenda.

REGULAR SESSION

1. CALL TO ORDER

2. PRAYER/INSPIRATIONAL THOUGHT – by invitation

3. CONSENT ITEMS:

- a) Approval of the August 10, 2016 meeting minutes
- b) Approval of Stewart Park with Anderson Geneva as a member of the Heritage Commission
- c) Approval of the Final Plat for the Willows Plat B

4. STAFF REPORTS

- Public Works Director /Engineer– Don Overson
- Attorney – David Church
- Utah County Sheriff's Department – Deputy Collin Gordon
- Community Development Director – Morgan Brim
- Finance Director – Jacob McHargue
- City Clerk/Recorder – Pamela Spencer
- Building Official – George Reid

5. OPEN SESSION: Citizens' Comments (Please see note below)

(15 minutes)

6. BUSINESS ITEMS:

6.1 DISCUSSION AND ACTION – EKW Properties

(15 minutes)

Knight West Construction is requesting approval of preliminary plat and site plan applications for an 88,000 square foot office/warehouse building on a 4-acre parcel located at approximately 293 E. 1600 N. Vineyard. The Mayor and City Council will take appropriate action.

6.2 DISCUSSION AND ACTION – The Lochs at Waters Edge

(15 minutes)

Vertical Development LLC is requesting approval of preliminary plat and site plan applications for a townhome project proposed for phase 7D of the Waters Edge Zoning District. The Mayor and City Council will take appropriate action.

6.3 DISCUSSION AND ACTION – CDBG Program Interlocal Agreement

(resolution number 2016-)

(15 minutes)

In 2010 Vineyard entered into an Interlocal Cooperation Agreement with Utah County to participate in the U.S Department of Housing and Urban Development's (HUD) Community Development Block (CDBG) Grant Program. The Interlocal Cooperation Agreement was for Federal Fiscal Years 2011, 2012, and 2013 and successive 3 year periods thereafter. The Interlocal Agreement automatically renews every three years unless a unit of government opts out. However due to federal regulations changes have been made to the Civil Rights and fair housing language. In the Spring a new interlocal agreement was signed by the mayor, however HUD rejected them and has required that new resolutions be passed and then the new interlocal agreement be signed. The Mayor and City Council will by resolution vote to approve (deny) this request.

7. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

8. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

Next regularly scheduled meeting is September 14, 2016.

NOTE: “**Open Session**” is defined as time set aside for citizens to express their views. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Clerk at least 24 hours prior to the meeting by calling (801) 226- 1929.

I the undersigned duly appointed Recorder for the Town of Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard City Hall, the Vineyard City website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: August 23, 2016

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY CLERK/RECORDER



VINEYARD TOWN COUNCIL STAFF REPORT

Date: August 24, 2016
Agenda Item: 6.1
From: Knight West Construction, Inc. represented by Kim Young
Department: Planning Department
Subject: Preliminary Plat and Site Plan: FKW Properties

Recommendation:

- Staff is recommending approval of the preliminary plat and site plan with conditions listed in the staff report.
- The planning commission recommended approval of the proposed preliminary plat and site plan as conditioned in the staff report on August 17, 2016.

Background/Discussion:

The applicant is proposing to construct one 88,000 square foot warehouse and office building to accommodate three ownership spaces. Currently, the subject property is split into two parcels. The applicant is proposing to subdivide the property into three parcels.

Alternatives:

The proposed application requires a ministerial decision and should be approved if all town codes are met. Staff has analyzed the applicant's proposal and has found that all code requirements have been satisfied. A final site plan and landscaping plan will be provided at the time of final plat.

The council may add new conditions or modify existing proposed conditions if it is found that the impact of the proposed development justifies additional improvements.

Fiscal Impact:

The property is currently not in use and the proposed improvement will add value to the property. A fiscal impact analysis has not been completed for this project.

Attachments:

The staff report and associated materials are attached.



COMMUNITY DEVELOPMENT

DATE: August 24, 2016
FROM: Morgan Brim; Community Development Director
Don Overson; Town Engineer
TO: Town Council
ITEM: Preliminary Plat & Site Plan; FKW Properties
ADDRESS: 300 East 1600 North
APPLICANT: Knight West Construction, Inc. represented by Kim Young

Subject Property:



Introduction:

The applicant is proposing a preliminary subdivision plat and site plan to accommodate the construction a new 88,000 square foot office/warehouse/manufacturing building. The applicant intends to rearrange two existing lots into three lots to provide separate ownership units within the same building. The commission recommended approval of this request in their meeting on August 17, 2016.

Standards and Review Criteria:

The subdivision ordinance of the town entitles applicants to approval if they demonstrate compliance with all standards of the subdivision, zoning and other town policies and standards. Typically, standard subdivision applications are less discretionary, but ministerial in nature, requiring compliance with standards specified within adopted town ordinances or requirements clearly connected to protecting the health, safety and welfare of the community (Town Subdivision Ordinance Section 115). Any town imposed requirements, dedications or improvements need to have an “*essential link between legitimate governmental interest and each requirement or exaction*”; and be “*roughly proportionate, both in nature and in extent to the impact of the proposed subdivision (Section 116).*”

The following table provides staff analysis of town standards related to the applicant’s request.

Category	Compliance	Standards	Staff Comments
Uses	Yes	Currently, it is unclear as to the property's zoning district. The zoning map indicates the property is zoned I-1, however the zoning ordinance does not contain an I-1 designation. The closest zoning district to the former I-1 district is Light Manufacturing (LM).	The application indicates that the building will contain a mixture of warehouse, office and manufacturing. The LM district permits all three specified uses.
Parking	Yes	Warehouse: One space per 1,000 sf of warehouse area plus one space per 300 sf of office or retail floor area.	The applicant meets the minimum requirement of spaces (88 spaces) with 94 spaces being proposed. However, the applicant does not provide a breakdown of other uses within the building. This means, at the time of building permit, staff will need to review the plans within the context of allotted parking spaces per use. A condition has been provided to require a parking analysis at building permit.
	Yes	Aisle: Width of 24 feet required for two-way aisle serving 90 degree angled spaces.	A width of 25 feet is proposed.
	Yes	All parking stalls shall be marked with painted lines not less than four inches wide.	This requirement will be verified during final inspection.
	Yes	In projects greater than one acre, every parking space should be no greater than one hundred fifty (150) feet from a walkway leading to a building entrance.	All parking spaces meet this requirement. The furthest space from a front entrance contains a distance of 94 feet from the front entrance to the building.
	No	Parking lots used during hours of darkness shall be illuminated. Parking area lighting shall be downcast and directed away from adjoining and residential properties and the public right-of-way. Lighting shall not exceed a height of 25 feet from the surface of the parking lot.	A lighting plan will be submitted to the council with the final plat application.
	Yes	On-site parking spaces shall be designed and constructed so that parked vehicles shall not protrude over parking lines.	Parking spaces will not protrude over exterior property lines or into the public right-of-way.

	No	All off-street parking lots of four (4) or more spaces shall be screened from the street view and adjacent residential districts by a landscaped berm, decorative wall, vertical landscaping, or combination thereof at least three (3) feet high, as measured at finished grade adjacent to the parking area to be screened. All walls or berms shall be installed a minimum of two and one-half (2.5) feet back from the edge of the parking stall.	The plans indicate that landscaping will be utilized to screen the parking area from 1600 North Street, however the detail is unclear if the required three foot berming will be met. A condition has been added requiring an updated landscape plan.
	Yes	Five percent (5%) of the gross parking surface area shall be of dispersed interior landscaping, designed so as to reduce the “heat island” effect and to enhance the aesthetics of a parking area. A development with single drive aisle between a building and property boundary may include the required landscaping on the perimeter of the drive aisle toward this requirement.	The front parking area is well landscaped. The plan shows a 25-foot-wide landscaping buffer between the ROW along 1600 North Street and the parking lot curb. Additionally, a nine-foot landscaping buffer is location on the north side of the parking area adjacent to the front facade of the building. The parking lot, not including the two aforementioned landscaping areas, contains 6.31% landscaping across 12 parking islands.
	Yes	Joint use of parking is encouraged in order to reduce trips. Access to, and the location of, new parking areas should relate to adopted area plans, planned parking in the area, or to existing area parking schemes. The Planning Commission may increase or reduce the minimum required number of parking spaces required based on city approved parking studies.	The application does not indicate if the parking area will be jointly shared or contain designated spaces for each owner’s use. In the future, if the applicant needs a reduction in parking to meet a more intense use than required by warehousing standards, they will need to make a request from the planning commission.
	Yes	Parking lot design shall consider development on adjacent sites. The City may require cross access connections/easements to improve traffic circulation and to enhance public safety	The final plat shall require a cross access easement across the parking lot to allow for unobstructed and shared access for all three property owners. Additionally, cross access needs to be provided to the property owners on the east and west sides of the subject property.

Circulation	Yes	Traffic circulation patterns should direct commercial traffic onto arterial streets and not local/neighborhood streets.	There are two access point on the southeast and southwest corners of the property. Access is provided to 1600 North Street which is currently a private street.
	Yes	Site Access. The location and number of access points to the site, the interior circulation pattern, and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.	Two access points are provided with one on each side of the front parking area. Access points are located to incorporate future access of the neighboring parcels to the east and west sides of the subject site.
	Yes	A site plan shall be designed to separate pedestrian and vehicular traffic to the extent possible.	A walkway is provided along the frontage of the building adjacent to the front parking area.
Building Design	Yes	View protection. Care shall be taken to control the proportion and massing of buildings to minimize the obstruction of all views. Vertical design elements exaggerating building height and dominant rooflines shall be avoided.	The proposed building contains only two stories and does not contain impacting vertical elements above the roof line.
	Yes	Coherent building design. All sides of a building may have a visual or other impact, and shall be coherently designed and treated. A facade not related to the rest of the building shall be avoided. A consistent level of detail and finish on all sides of a building shall be provided.	The applicant is proposing a varied use of exterior material throughout the building. The front façade provides the highest level of architectural detail and variation. A mix of concrete paneling, glass and architectural features are incorporated throughout the project. The sides and rear facades of the building carry similar materials as contained in the front facade, but are substantially toned down.
	Yes	Mechanical equipment shall be fully screened by the public right-of-way and adjacent properties.	The plans indicated that roof top mechanical equipment will be screened. This requirement will need to be verified during building permit and final inspection.

Landscaping	Yes	Unless otherwise specified herein, all required deciduous trees shall be a minimum of two-inch caliper in size. All evergreen trees shall be a minimum of six feet in height. All shrubs shall be a minimum of five gallons in size.	These requirements will be confirmed at the time of final plat.
	Yes	For all development within the industrial zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than five (5) percent of the net site area, whichever is greater.	The plan shows a total landscape area of 11.65%.
	Yes	A 25-foot landscaping setback is required for all arterial streets.	A 25 feet landscaping buffer is located between the property line along 1600 North Street and the parking area.

Recommendation:

Staff recommends approval of the preliminary plat and site plan finding that, on the whole, the applicant's request is in compliance with town ordinances and standards.

Proposed Motion:

"I move to approve FKW Properties Plat "A" preliminary plat and associated site plan with the following findings and conditions."

Findings:

With the conditions below, the proposed plat and site plan meet the minimum requirements of town ordinances.

Conditions:

1. The applicant shall submit a final site plan at the time of building permit submittal.
2. Working with the town engineer, the applicant will include appropriate cross easements for egress and parking on the final plat.
3. An updated parking analysis shall be submitted to the town planner at the time of building permit.
4. At the time of final plat submission, the applicant shall submit an updated lighting and landscaping plan showing full compliance with the town's landscaping buffer detail regarding berming and requirements for ground cover/vegetation.
5. The Applicant makes any redline corrections and pays all fees.

Attachments:

Application
Preliminary Subdivision Plat
Site Plan and Elevations



240 East Gammon Road
Vineyard, Utah 84058
Phone (801) 226-1929
Community Development Department

SITE PLAN APPLICATION

STAFF USE ONLY

Application Date: 07 / 14 / 2016 Application Number: _____ Fee Owed: \$ _____
Received by: _____ Receipt #: _____ Cash/Card/Check# _____

PROJECT INFORMATION

Name: FKW Properties

Address: Approx. 300 East 1600 North

Acreage/Property Size: 4.23 Acres

APPLICANT INFORMATION

Name: Knight West Construction, Inc

Mailing Address: 451 East 1000 South Ste A, Pleasant Grove, UT 84062

Phone #: 801-785-8025

Fax #: 801-785-4168

Email Address:

kim@knightwest.com

Owner Information

Owner Name: Sunrise Square Associates, LC & SLEA556, LLC

Owner Address:

451 East 1000 South Ste A, Pleasant Grove, UT 84062

Owner Phone #: 801-785-8025

Owner Email Address: kim@knightwest.com

Owner's Signature: Knight West Construction, Inc. by: Kim Young



PROPERTY OWNERS AFFIDAVIT

I (we) _____, being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon personal knowledge.

Owner's Signature

Owner's Signature (co-owner, if any)

State of Utah

County of Utah

Subscribed and sworn to (affirmed) before me this _____ day of _____,
20____.

Notary Public

AGENT AUTHORIZATION AFFIDAVIT

I (we), Sunrise Square Associates, L.C. & SLEA556, LLC, owner(s) of the real property located at Approx. 300 East 1600 North, Vineyard City, , Utah, do hereby appoint Knight West Construction, Inc., as my (our) agent to represent me (us) with regard to this application affecting the able described real property.

Sunrise Square Associates, L.C.

by: [Signature] Member
Owner's Signature

SLEA556, LLC

by: [Signature] Member
Owner's Signature (co-owner, if any)

State of Utah

County of Utah

Subscribed and sworn to (affirmed) before me this 19th day of July,
2016.



[Signature]
Notary Public



PLANTING DATA SHEET

PROJECT NAME: FKW PROPERTIES
 PROPOSED USE: OFFICE WAREHOUSE
 TO BE COMPLETED BY APPLICANT

REQUIRED LANDSCAPING	PROVIDED	ADDITIONAL INFORMATION
	See Landscape Plan	



PROJECT DATA SHEET – RESIDENTIAL/COMMERCIAL

PROJECT NAME: FKW PROPERTIES
 PROPOSED USE: OFFICE WAREHOUSE

TO BE COMPLETED BY APPLICANT

COMMERCIAL	RESIDENTIAL	CALCULATIONS	TO BE COMPLETED BY CITY
184,137		NET LOT AREA	
184,137		GROSS LOT AREA	
88,000		GROSS BUILDING AREA	
N/A		NUMBER OF UNITS OR LOTS	
N/A		NET DENSITY ALLOWED	
N/A		NET DENSITY PROVIDED	
N/A		MINIMUM LOT SIZE ALLOWED	
N/A		MINIMUM LOT SIZE PROVIDED	
		BUILDING HEIGHT ALLOWED	
34'-6"		BUILDING HEIGHT PROVIDED	
80		MINIMUM PARKING SPACES REQUIRED	
94		PARKING SPACES REQUIRED	

SETBACKS (Provide table for each building, labeled to match site plan)

REQUIRED	PROVIDED	CALCULATIONS	TO BE COMPLETED BY CITY
	41.4'	NORTH ELEVATION	
	30'	SOUTH ELEVATION	
	33'	EAST ELEVATION	
	33'	WEST ELEVATION	
		PARKING (from streets & abutting residential property)	

KNIGHT WEST
CONSTRUCTION INC.

July 14, 2016

Town of Vineyard
240 East Gammon Road
Vineyard, Utah 84058

Dear Town of Vineyard,

Knight West Construction, Inc. of Utah is pleased to announce its intent of constructing an 88,000 square foot Office/Warehouse/Manufacturing building. This property is located in the town of Vineyard in the I-1 zoning of the East Lake at Geneva subdivision. We have approximately one third of the building (28,000 square feet) under contract to be sold to Mantova Bay, L.C., approximately one third of the building (30,000 square feet) will be owned by Sunrise Square Associates, L.C., and approximately one third of the building (30,000 square feet) will be owned by SLEA556, LLC.

FKW Properties is a PUD. The PUD will be filed with the County when the Town of Vineyard approves the site plan.

This new 88,000 square foot building is designed to fit any type of tenant that is looking for manufacturing or warehousing capabilities. This attractive building can also work as a corporate hub with its aesthetically pleasing design. With the attractive design, universal layout, and excellent features, we know that this will be a bright spot in this developing subdivision.

The building features the following:

- Insulated Tilt Up Concrete Panel building with ample amounts of glass, design lines, and architectural features.
- A natural 3 tone color scheme to match the surrounding valley.
- 28' clear head space meant for accommodating tall pallet racking systems and manufacturing processes.
- Early Suppression Fast Response (ESFR) Fire sprinklers for fire safety.
- Concealed docks on the North side of the property.
- Well planned landscaping matching your landscape ordinance.
- Site lighting to show off the building in the night and for security purposes.
- Parapet walls to conceal mechanical units on the roof.

We trust that this shall meet your development goals for the area and we look forward to working with the Town of Vineyard on this project and on future projects to come.

Regards,

John G. Gagon

John G. Gagon
President, Knight West Construction, Inc.



Located in a portion of the Northwest quarter of Section 5, Township 6 South, Range 1 East, Salt Lake Base and Meridian Vineyard City, Utah County Utah

(AS DESCRIBED)

PHASE 1 BOUNDARY LINE _____

STREET CENTRAL LINE _____

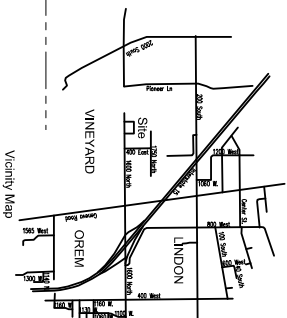
PROPOSED STREET MONUMENT MONUMENT TO MONUMENT THE

PROPOSED FIRE HYDRANT

PROPOSED STREET LIGHT

BUILDING SETBACK LINE _____

PUBLIC UTILITY EASEMENTS -----

[illegible]

ROSEB. D. DUNLAP, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 1210, as prescribed under the laws of the State of Utah. I further certify that, by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into the blocks, streets, and easements and that the same are shown on this plat. I further certify that of best knowledge and belief the same are correctly surveyed and staked on the ground, meet frontage width and area requirements of the applicable

[illegible]

Owner's Dedication

I, _____, the undersigned owner(s) of the above described parcel of land, hereby grant to be dedicated to the City of _____, the following easement or public right-of-way for the purpose of _____.

The dedication shall include all improvements now existing on the parcel and all improvements hereafter made by me or my heirs, assigns, agents, attorneys-in-fact, or successors-in-interest, and I agree to execute such documents as may be required to carry out the dedication.

This dedication shall be subject to the terms and conditions set forth in the attached plat, which is incorporated herein by reference.

Dated this _____ day of _____ A.D., 20____.

(see also reverse)

By: _____
- Manager

Owner's Acknowledgement _____

On the _____ day of _____ A.D. 20_____, personally appeared before me, the undersigned _____, Secretary Public, in and for the County of Utah in said State of Utah, the signer of the above power's declaration, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

Planning Commission Approval

Approved by the Vineyard City Planning Commission on this _____ day of _____, 20____.

Dreiman, Planning Commission

The Mayor of the City of Maynard, County of Utah, approves this subdivision subject to the conditions and restrictions stated herein, and hereby accepts the dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.

_____, Mayor of _____, A.D. 20____.

This _____ day of _____, A.D. 20____,

Mayor _____ Attest _____
City Recorder
(See Seal Below)

FKW PROPERTIES

Including a Vacation of Lots 13 & 14, Phase 1 Amended Eastlake at Geneva Industrial Business Park

Scale: 1" = 40'

NOTARY PUBLIC	CIVIL ENGINEERS	CLERK-RECORDE
SEAL	SEAL	SEAL

SEAL

10

100

SEA

F

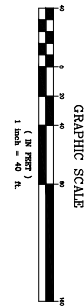
SE

REAL

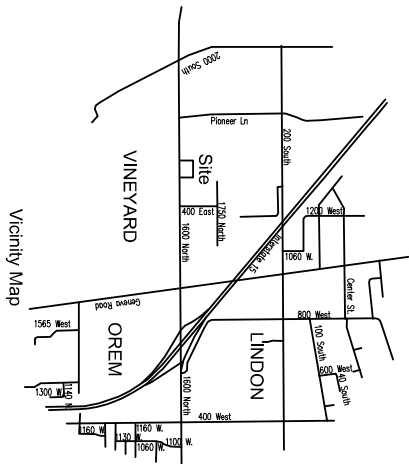
Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

QUESTAR GAS COMPANY	Approved this _____ day of _____, A.D. 20____	ROCKY MOUNTAIN POWER	Approved this _____ day of _____, A.D. 20____
COMCAST CABLE TELEVISION	Approved this _____ day of _____, A.D. 20____	QUEST	Approved this _____ day of _____, A.D. 20____
QUESTAR GAS COMPANY		ROCKY MOUNTAIN POWER	
COMCAST CABLE TELEVISION		QUEST	
Approved this _____ day of _____, A.D. 20____		Approved this _____ day of _____, A.D. 20____	
COMCAST CABLE TELEVISION		QUEST	



Plat Vacation Notice

[illegible]

Electricity

Rocky Mountain Power
70 North 200 East

Phone (801) 756-1220

Mark Steele

Telephone

Qwest

Phone (801) 356-7050

Massey Lun

Cable T.V.

1350 E

Comcast Cable Communications, Inc.
1350 East Miller Avenue
Salt Lake City, Utah 84106
Phone (801) 485-0500
Fax (801) 487-1887

Developer

Rocky Mountain Power
70 North 200 East
American Fork, Utah 84003

Engineer

Dudley and Associates, Inc.

801-224-

Site Data:

Site Data:

Total Area = 184,137 sq. ft. 4.23 acres
Total number of Units = 3
Parking Requirements =
Spaces required =
Spaces provided =

	Square Footage	Acreage	Percent of total
Total Area	184,137	4.23	100
Total Building / Paved Areas	88,000	2.02	48
Total Hard Surface Areas	70,048	1.61	38
Total Impervious Areas	158,048	3.63	86
Total Landscaped Area	26,089	0.60	14

Tabulation Table

Sheet Index

1.0	Cover Sheet
1.1	General Notes
1.2	Demolition Plan
2.0	Site Plan
3.0	Utility Plan
4.0	Grading and Drainage Plan
5.0, 5.1, 5.2	Detail Sheets

NOTES

- [illegible]



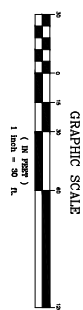
NORTH
1" = 30

The Contractor is specifically cautioned that the location and/or detection of existing utilities on shown or there parts is based on records of the various utility companies and where possible from measurements taken in the field. The information is not to be considered exact or complete. The Contractor must notify the location center at least 48 hours prior to any excavation to reveal the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities in conflict with the proposed improvements shown on the plan.

Call 811 before you dig



BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER INC
www.bluestakes.org
1-800-662-4111

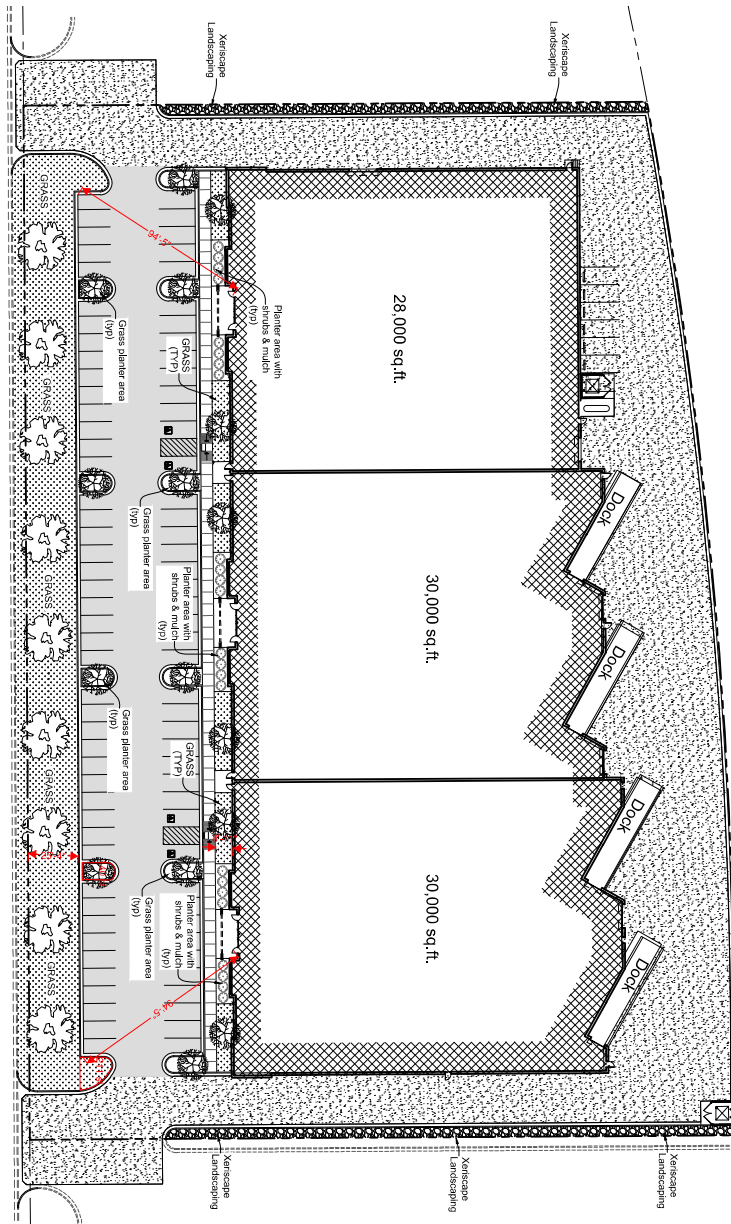


Sheet No. C-2.0	Date 7-12-2016 By J. C. Hall 307 TD Training No. L-14177	Revisions 	Vineyard	Utah	FKW PROPERTIES Site Plan	DUDLEY AND ASSOCIATES ENGINEERS PLANNERS SURVEYORS 353 EAST 1200 SOUTH, OREM, UTAH 801-224-1252	
		Revisions 	Vineyard	Utah	FKW PROPERTIES Site Plan	DUDLEY AND ASSOCIATES ENGINEERS PLANNERS SURVEYORS 353 EAST 1200 SOUTH, OREM, UTAH 801-224-1252	



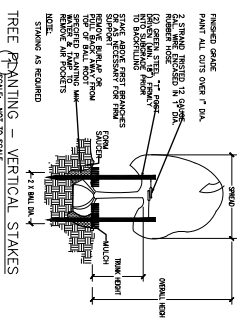
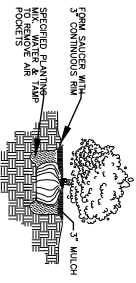
NORTH
1" = 30'

FKW Properties Vineyard Utah



1600 North Street

Know what's below.
Call 811 before you dig.
BLUE STATES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestates.org
1-800-652-4111



PLANTING SCHEDULE

SYMBOL	RECORDING NOTES	SIZE	CONVENTION	SPACING
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USE PLANTING SYMBOLS AND NOTES FROM THE PLAN.

ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.

ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.

ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.

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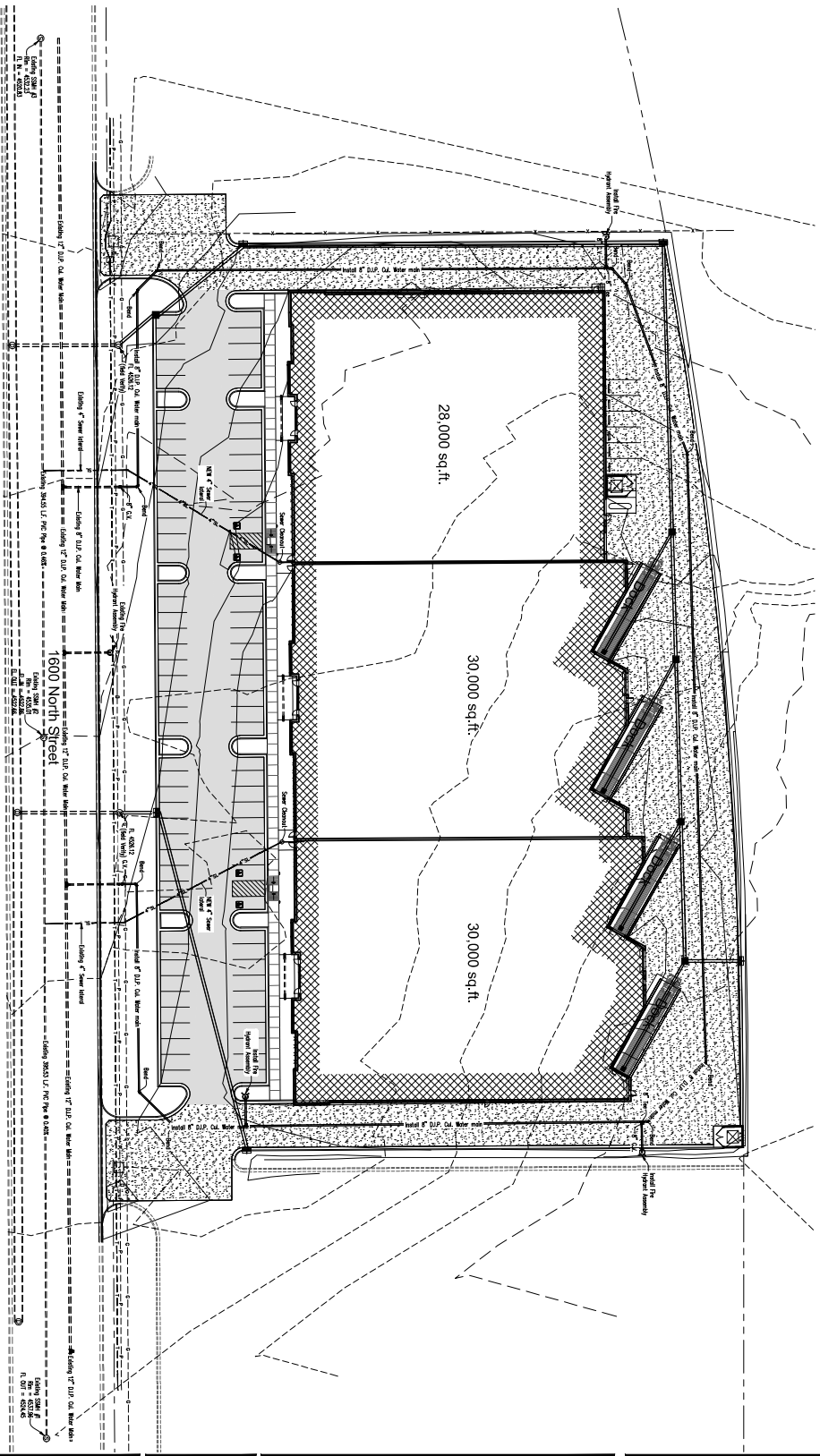
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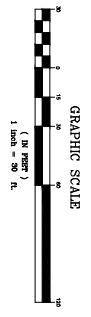
NORTH
1" = 30'



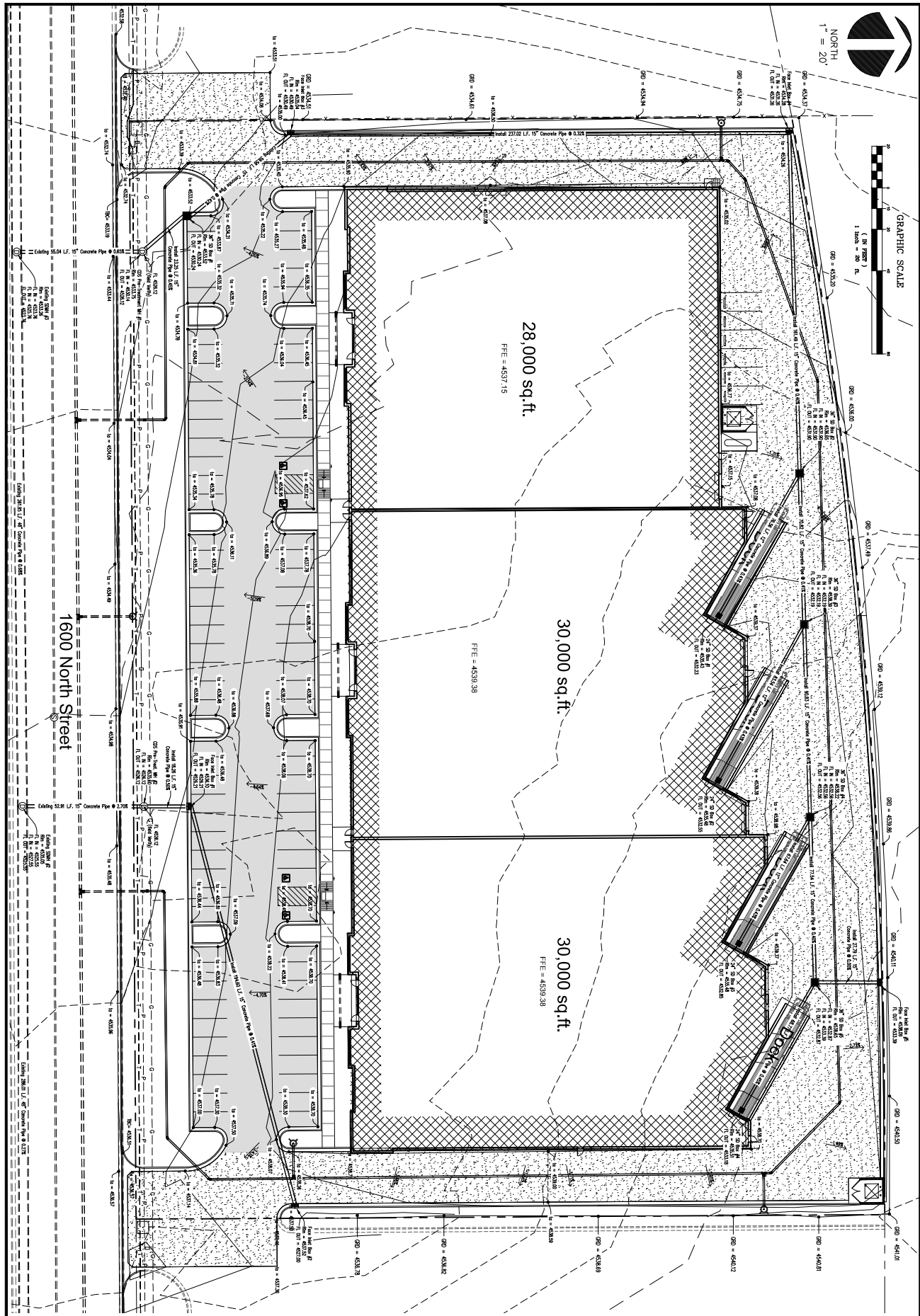
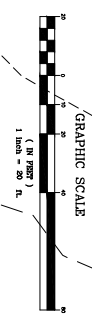
CAUTION: NOTICE TO CONTRACTORS

The Contractor is specifically cautioned that the location and/or existence of existing utilities is shown as best known to the engineer and is not a warranty. The Contractor is to verify the location and/or existence of all utilities prior to construction. The location of all utilities is shown as best known to the engineer and is not a warranty. The Contractor is to verify the location of all utilities prior to construction. The location of all utilities is shown as best known to the engineer and is not a warranty. The Contractor is to verify the location of all utilities prior to construction.

Know what's below.
Call 811 before you dig.
BLUE STATES OF UTAH
UTILITY INFORMATION CENTER, INC.
www.bluestates.org
1-800-652-4111



Date: 05/01/16 By: [Signature] Scale: 1" = 30' Sheet No.: C-3.0	Revisions: 1. 05/01/16 2. 05/01/16 3. 05/01/16	FKW PROPERTIES Utility Plan Vineyard	Utah	DUDLEY AND ASSOCIATES ENGINEERS PLANNERS SURVEYORS 353 EAST 1200 SOUTH, OREM, UTAH 801-224-1252	



Sheet No.
C-4.0

Drawn By
TD

Scale
1" = 20'

Project No.
14177

Revisions

FKW PROPERTIES

Grading and Drainage Plan

Vineyard

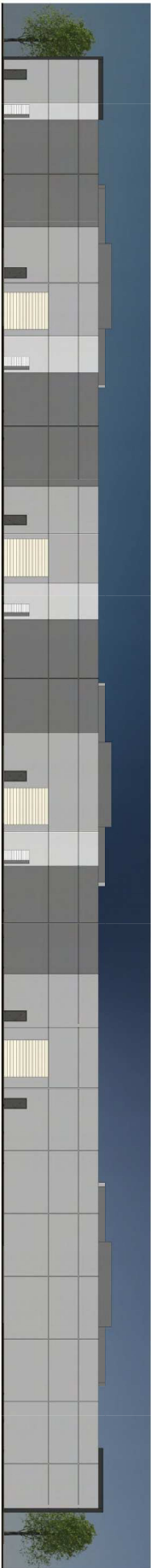
Utah

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

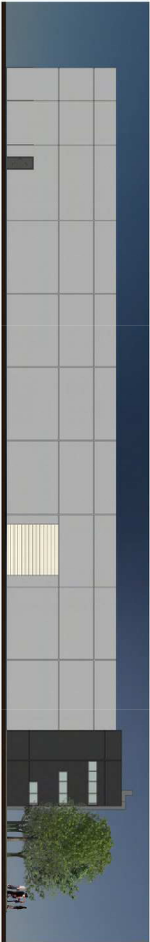
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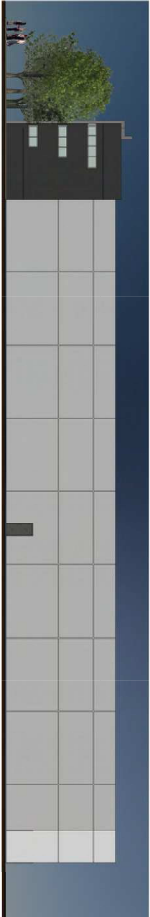
① Front Elevation
1/16" = 1'-0"



② Back Elevation
1/16" = 1'-0"



③ Left Side Elevation
1/16" = 1'-0"



④ Right Side Elevation
1/16" = 1'-0"



VINEYARD TOWN COUNCIL STAFF REPORT

Date: August 24, 2016
Agenda Item: 6.2
From: Vertical Development, LLC represented by James Doolin.
Department: Planning Department
Subject: Preliminary Plat and Site Plan: The Lochs at Water's Edge

Recommendation:

- Staff is recommending approval of the preliminary plat and site plan with conditions listed in the staff report.
- The planning commission recommended approval of the proposed preliminary plat and site plan as conditioned in the staff report on August 17, 2016.

Background/Discussion:

The applicant is requesting approval to accommodate the construction of 220 town home units located on the southeast corner of Main Street and the Vineyard Collector. The proposed development is consistent with the Water's Edge Master Development Plan and the zoning ordinance.

Alternatives:

The proposed application requires a ministerial decision and should be approved if all town codes are met. Staff has analyzed the applicant's proposal and has found that all code requirements have been satisfied.

The council may add new conditions or modify existing proposed conditions if it is found that the impact of the proposed development justifies additional improvements.

Attachments:

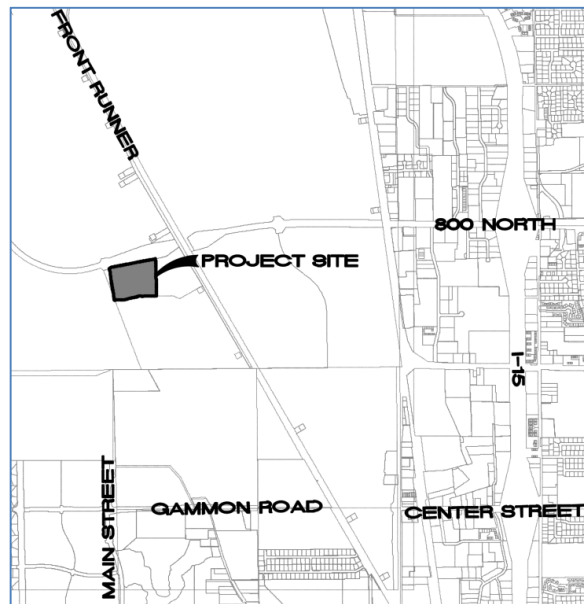
The staff report and associated materials are attached.



COMMUNITY DEVELOPMENT

DATE: August 24, 2016
FROM: Morgan Brim, Community Development Director
Don Overson, Town Engineer
TO: Town Council
ITEM: The Lochs at Water's Edge – Preliminary Subdivision Plat and Site Plan
ADDRESS: The property is located in Waters Edge Phase 7, on the southeast corner of Main Street and the Vineyard Collector.
APPLICANT: Vertical Development, LLC (James Doolin)

Subject Property:



Introduction:

The applicant is proposing a preliminary subdivision plat and site plan to accommodate the construction of phase 7D of the Water's Edge development. The proposed development consists of 220 town home units located on the southeast corner of Main Street and the Vineyard Collector. The Water's Edge Master Plan indicates a condominium style development in this location and permits up to 227 units. This application generally complies with the master plan as it provides a slightly less density pattern. The commission recommended approval of both the preliminary plat and site plan on August 17, 2016.

Standards and Review Criteria:

The subdivision ordinance of the town entitles applicants to approval if they demonstrate compliance with all standards of the subdivision, zoning and other town policies and standards. Typically, standard subdivision applications are less discretionary, but ministerial in nature, requiring compliance with standards specified within adopted town ordinances or requirements clearly connected to protecting the health, safety and welfare of the community (Town Subdivision Ordinance Section 115). Any town imposed requirements, dedications or improvements need to have an *"essential link between legitimate governmental interest and each requirement or exaction"*; and be *"roughly proportionate, both in nature and in extent to the impact of the proposed subdivision (Section 116)."*

This planning area (7D) is zoned CN for multifamily residential units. Below is a summary of zoning requirements:

CN Zoning District Requirements

Compliance	Requirement	Proposed
Yes	Master plan permits up to 227 units.	Application is proposing 220 townhome units.
Yes	There are no minimum lot size requirements.	The applicant is proposing a lot size of approximately 720 square feet.
Yes	There are no minimum setback requirements.	0 feet
Yes	There are no minimum lot width requirements.	15 feet
Yes	There are no minimum lot depth requirements.	46-48 feet
Yes	There are no minimum separation requirements between buildings.	Approximately 18 feet is provided between buildings.
Yes	A maximum building height of 40 feet is allowed.	The applicant is proposing a building height of 37 feet.
Yes	Maximum building coverage is limited to 75%.	A total building area of 28% is proposed.
Yes	Two parking spaces per unit are required.	At a minimum this development is required to have 440 parking spaces. However, a total of 575 spaces are proposed. Plans include 220 garage spaces, 220 driveway spaces and 135 visitor parking spaces.

Circulation and Walkways:

The site plan provides convenient pedestrian access from every unit's entrance to the community's walkway system. The central two blocks contain an internal courtyard system that provides substantial access to open space and a pocket park. All internal walkways provide direct access to sidewalks on adjacent arterials. Vehicular access is provided to the south on Vineyard Loop Road.

Recommendation:

Staff recommends approval of the proposed preliminary plat and site plan for The Lochs at Waters Edge with the conditions provided below.

The planning commission recommended approval of the application with the proposed conditions on August 17, 2016.

PROPOSED MOTION:

"I move to approve of the preliminary plat and site plan for The Lochs at Water's Edge with the following findings and conditions."

Findings

1. With the conditions below, the proposed plat meets the minimum requirements of town ordinances.

Conditions

1. A final site and fencing plan be submitted at the time of building permit submittal.
2. The applicant makes any redline corrections and pays all fees.

ATTACHMENTS:

Preliminary Subdivision Plat
Site plan and Elevations



240 East Gammon Road
Vineyard, Utah 84058
Phone (801) 226-1929
Community Development Department

SITE PLAN APPLICATION

STAFF USE ONLY

Application Date: ____ / ____ / ____ Application Number: ____ Fee Owed: \$ ____
Received by: ____ Receipt #: ____ Cash/Card/Check# ____

PROJECT INFORMATION

Name: THE LOCH'S AT WATER'S EDGE

Address: WATER'S EDGE - PHASE 7D

Acreage/Property Size: 12+ ACRES

APPLICANT INFORMATION

Name: VERTICAL DEVELOPMENT, LLC ATTN: JAMES DOOLIN

Mailing Address: 295 CENTER ST PROVO UT 84601

Phone #: 801-649-3519 Fax #: ____

Email Address: JAMES@LDP.UTAH.COM

Owner Information

Owner Name: FLAGSHIP HOMES

Owner Address: 170 SOUTH 1200 EAST #250 LEHI UT 84043

Owner Phone #: ____ Owner Email Address: ____

Owner's Signature: [Signature]



PROPERTY OWNERS AFFIDAVIT

I (we) _____, being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon personal knowledge.

Owner's Signature

Owner's Signature (co-owner, if any)

State of _____

County of _____

Subscribed and sworn to (affirmed) before me this _____ day of _____,
20____.

Notary Public

AGENT AUTHORIZATION AFFIDAVIT

I (we), Nathan Hutchins, owner(s) of the real property located at Vineyard Connector & Main Street, in Highland City, Utah, do hereby appoint James Doolin, as my (our) agent to represent me (us) with regard to this application affecting the able described real property.

Owner's Signature

Owner's Signature (co-owner, if any)

State of Utah

County of Utah

Subscribed and sworn to (affirmed) before me this 26th day of July,
2016 a



SHANNA MCCLURE
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires Sept. 22, 2018
COMMISSION NUMBER 679272

Notary Public



240 East Gammon Road
Vineyard, Utah 84058
Phone (801) 226-1929
Community Development Department

SITE PLAN SUBMITTAL SPECIFICATIONS

All plans shall be of the same scale. These items must be present on the plans submitted for review.

SITE PLAN

1. Name and address/location of development.
2. Vicinity Map showing area within 1/2 mile of the subject site.
3. Name, address, and phone number of developer and/or owner.
4. Name, address, phone number, and professional seal of engineer/architect or firm preparing plans.
5. Date of plan preparation and subsequent revision dates.
6. North arrow and scale of not less than 1" = 100'.
7. Legal description.
8. Zoning of all abutting and/or adjacent properties.
9. Current dimensions of all property lines.
10. Location, identification, and dimensions of the following existing and proposed site elements and
 - a. Existing adjacent and/or on-site streets and street right-of-way.
 - b. Proposed right-of-way dedications and improvements.
 - c. Proposed street cross-sections.
 - d. Existing and proposed ingress/egress points (indicate full access, right-in/right-out only, etc.)
 - e. On-site vehicular and pedestrian circulation elements (i.e. sidewalks, walkways, driveways,
 - f. Provisions for handicapped accessibility including, but not limited to wheelchair ramps,
 - g. Parking areas, vehicular and bicycle, including setbacks to property lines.
 - h. Bus stop locations designed in accordance with MAG Supplemental Detail A1260.
 - i. All structures, including heights, dimensions, finish floor elevations, and setbacks to
 - j. Fences and walls.
 - k. Trash enclosures.
 - l. Freestanding signage.
 - m. Existing and proposed fire hydrants, backflow prevention equipment, and FDC.
 - n. Existing and proposed lighting (on and off-site).
 - o. Detention/retention areas.
 - p. Irrigation ditches, canals, and well sites.
 - q. Water features.
 - r. All ground planes labeled (i.e. asphalt, concrete, landscaping, etc.).
 - s. Significant rock outcroppings or other natural features.
 - t. Phase lines, if applicable.
11. Site data table including the following information:
 - a. Existing zoning of the site.
 - b. Gross and net area of site.
 - c. Total building floor area.

- d. Building floor area, by use (if a mix of uses is proposed).
- e. Percent of site coverage.
- f. Parking calculations showing total number of spaces required and provided, by use, including accessible parking.

12. Trash Enclosures:

- a. Every parcel with a building or structure shall have a trash receptacle on the premises. The trash receptacle shall be of sufficient size to accommodate the trash generated.
- b. The refuse collection area shall be located upon the lot so as to provide clear and convenient access to refuse collection vehicles.
- c. The receptacle shall be screened from public view on at least three (3) sides by a solid wall six (6) feet in height and on the fourth side by a solid gate not less than five (5) feet in height. The gate shall be maintained in working order and shall remain closed except when in use. The wall and gate shall be architecturally compatible with the surrounding buildings and structures.
- d. Freestanding refuse containers in retail or public areas which are intended for public use shall be constructed of cast concrete, ceramic or wrought iron, with an inset for a trash can and shall be constructed so as not to allow dispersal of the container or trash by the strong winds common to the area. The containers shall be natural in color and/or of a design commensurate with surrounding architectural themes.
- e. Enclosures shall be constructed per Vineyard Town standards and regulations. Additional requirements and/or restrictions may be applicable based on zoning district.

13. Pedestrian Access

- a. All pedestrian walkways that traverse driveways or drive aisles shall be distinguished by a different material.
- b. Minimum 6' walkway around all commercial buildings on site.

14. Site Plan Notes

- a. All utility lines less than 69KV shall be undergrounded with the first phase of development.
- b. All ground-mounted equipment shall be screened/concealed from street view.
- c. Plants located within required sight visibility triangles shall be pruned regularly to permit unobstructed vision. Plant material shall be maintained to be lower than 3' (shrubs) or taller than 7' (bottom of tree canopy).
- d. Future development pads within master planned developments shall be covered for dust and weed control at time of development.
- e. All developments shall be maintained in conformance with the approved site plan and landscape plan. Any changes thereto shall require approval of Vineyard Town.
- f. This project is subject to the current Vineyard Town Engineering Requirements, General Plan, Zoning Ordinance, and any applicable regulations

LANDSCAPE/HARDSCAPE PLAN

- 1. Location of all landscape material, lighting, and site furnishings.
- 2. Botanical and common names of plant material.
- 3. Size of plantings at time of installation.
- 4. Description of irrigation system. Show preliminary backflow preventer location.
- 5. Planting Data Sheet included on all landscape sheets (see attached).

6. Locations of all backflow prevention devices. Devices smaller than 3' screened with round-topped wire mesh enclosure, painted green.
7. Square footage of landscaping in any right-of-way.
8. Designate and provide detail of all street median improvements (as applicable).
9. Location of preliminary easements, preliminary utilities, and above grade retention/detention basins.
10. Blow-up plan views of all usable open space areas and areas with decorative paving indicating the surface design and location of all amenities therein.
11. Elevations and/or details indicating color and design of all proposed site amenities, including but not limited to benches, tables, trash receptacles, fountains, bike racks, etc.

PRELIMINARY GRADING AND DRAINAGE PLAN

1. Topographic contours or spot elevations.
2. Delineate any areas in the floodplain.
3. Detention areas/storm drains.

PRELIMINARY UTILITY PLAN

1. All existing water and sewer lines, location, and size.
2. Proposed public utility (PUE) and width.
3. Proposed location and size of the following:
 - a. Potable water lines
 - b. Sanitary sewer lines
 - c. Fire lines
 - d. Water meters
 - e. Storm drains
4. Proposed fire hydrant locations.
5. Proposed location of backflow preventers.
6. Existing and proposed locations of all electric, natural gas, telephone, and/or cable television lines.

BUILDING ELEVATIONS

1. Drawing, to scale, of all sides of all buildings proposed, in accordance with City architectural
2. Elevations labeled by direction (e.g. North Elevation).
3. Call outs of all proposed finish materials and colors; on color elevations, printed colors must
4. Sign fields delineated by a dashed box (All signage shall be submitted, reviewed, and approved
5. Roof mounted equipment, ghost-in behind parapets.
6. Perspective drawing along major streets and other visible locations as required by the staff.
7. Elevations of all proposed perimeter, screen, or other proposed walls on site.

EXTERIOR BUILDING COLOR AND MATERIALS SAMPLES

1. Samples of each material used (2" x 2" maximum size, 1" x 1" minimum size), mounted on 8 1/2" x 11" board(s). Thoroughly label each sample with all known information, including but not limited to: manufacturer name, color name and number, material type, finish, size, etc.

LIGHTING AND PHOTOMETRICS

1. Site plan indicating the location and type of all proposed exterior lighting fixtures.
2. Photometric plan indicated light levels (in foot candles) at regularly measured intervals across a
3. Luminaire schedule including but not limited to the manufacturer information, luminaire
4. Cut sheets of all proposed fixtures.
5. All lights shall be fully shielded and directed downward.



240 East Gammon Road
Vineyard, Utah 84058
Phone (801) 226-1929
Community Development Department

SITE PLAN PROJECT NARRATIVE

The following must be included. An application will not be accepted without this.

Please address the following topics in a typed narrative on a separate sheet of paper:

1. Consistency with the General Plan and compliance with the Development Code and other city codes and regulations.
2. General compatibility of proposed use with adjacent property.
3. Site and building design with exterior lighting with reference to adjacent properties.
4. Address ingress and egress to the property and proximity to driveways and street intersections in the vicinity of the subject property.
5. Internal vehicular circulation including emergency and delivery vehicles.
6. Pedestrian and alternative vehicle considerations for the proposed use.
7. Volume and character of traffic as well as off-street parking and loading.
8. Impact of public services, including utilities, schools, and recreation.
9. Screening and buffering of uses.
10. Proposed outdoor activities and/or storage.
11. Hours of operation and number of employees.
12. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use.
13. Additional information as needed.



240 East Gammond Road
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Community Development Department

LANDSCAPING REQUIREMENTS

These standards are a starting point and the Vineyard Town Zoning Ordinance should be referenced for additional requirements within each zoning district.

PLANTING NOTES

1. A fully dimensioned comprehensive landscaping plan shall include, but not be limited to:
 - a. List of plants
 - b. Size
 - c. Location
 - d. Irrigation plan
 - e. Hardscape
2. Minimum caliper for all trees shall be 2" and minimum shrub size shall be one gallon.
3. The City may require that landscaping plans be prepared by a registered landscape architect.
4. When inorganic ground cover is used, it shall be in combination with live plants.
5. All landscaping shall have an automatic irrigation system.
6. All required landscaping shall be properly installed, irrigated, and maintained prior to use inauguration or occupancy.
7. The Property Owner and/or lessee shall be responsible to install/maintain all landscaping within the Right-of-way.
8. Maintenance of approved landscaping shall consist of regular watering, pruning, fertilizing, clearing of debris and weeds, the removal and replacement of dead plants, and the repair and replacement of irrigation systems and integrated architectural features.
9. At Intersections: Landscaping along all streets and boundaries shall be limited to a height of not more than three (3) feet within the area required for minimum sight distance as specified in the AASHTO Policy on Geometric Design for the following intersections.
 - a. A vehicular trafficway or driveway and a street;
 - b. A vehicular trafficway or driveway and a sidewalk;
 - c. Two or more vehicular traffic ways, driveways, or streets.
10. Hanging limbs and branch growth shall be maintained 13 feet above streets and 8 feet above sidewalks.
11. A 3 foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach upon this clear space when mature.

Note: All construction shall be in accordance with the Vineyard Town Specifications & Standard Details.



The Loch's at Water's Edge

MULTI FAMILY

[illegible]



240 East Gammond Road
Vineyard, Utah 84058
Phone: (801) 226-1929
Community Development Department

FIRE PROTECTION PLAN

***Fire protection plans on all commercial buildings shall include the following on a plot plan:**

1. Location of building address (illuminated or not).
2. Hydrant locations.
3. FDC location.
4. PIV location (if applicable).
5. Marked fire exit locations.
6. All fire extinguishment applications (dry chem hoods, fire hoses, fire extinguishers, etc.)
7. Fire alarm (yes or no).
8. Monitored or local alarm and alarm panel location.
9. Co2 and smoke alarm locations.
10. Fire doors and other confinement corridors.
11. Emergency lighting locations.
12. Storage markings on the floor in utility areas.
13. Automatic shut-off on gas appliances (if applicable).
14. Knox box (yes or no and location if applicable).

BUILDINGS WITH SPRINKLERS SYSTEMS

***In addition to the items above, the following items shall be shown on the fire protection plan:**

1. Riser location.
2. Sprinkler head locations.
3. Panel location.



PROJECT DATA SHEET – RESIDENTIAL/COMMERCIAL

PROJECT NAME: THE LOCH'S AT WATER'S EDGE
 PROPOSED USE: MULTI FAMILY

TO BE COMPLETED BY APPLICANT

COMMERCIAL	RESIDENTIAL	CALCULATIONS	TO BE COMPLETED BY CITY
SEE CONSTRUCTION		NET LOT AREA	
DRAWINGS	(ATTACHED)	GROSS LOT AREA	
		GROSS BUILDING AREA	
N/A		NUMBER OF UNITS OR LOTS	
N/A		NET DENSITY ALLOWED	
N/A		NET DENSITY PROVIDED	
N/A		MINIMUM LOT SIZE ALLOWED	
N/A		MINIMUM LOT SIZE PROVIDED	
		BUILDING HEIGHT ALLOWED	
		BUILDING HEIGHT PROVIDED	
		MINIMUM PARKING SPACES REQUIRED	
		PARKING SPACES REQUIRED	

SETBACKS (Provide table for each building, labeled to match site plan)

REQUIRED	PROVIDED	CALCULATIONS	TO BE COMPLETED BY CITY
		NORTH ELEVATION	
		SOUTH ELEVATION	
		EAST ELEVATION	
		WEST ELEVATION	
		PARKING (from streets & abutting residential property)	



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COMPREHENSIVE SIGN PLAN GUIDELINES

The Vineyard Town Sign Ordinance should be referenced for a complete list of signage requirements.

Comprehensive Sign Plans shall, at a minimum, include the following items:

1. Property owner's authorization on planning application.
2. Statement of design indicating how the proposal meets the City requirements for continuity and design. The statement shall identify common themes along with a limited set of colors, materials, illumination methods, and fonts which compliment the proposed building architecture.
3. Site plan identifying the location of all signs associated with the project.
4. Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and ground plane treatment (i.e. landscape) for all proposed freestanding signage.
5. Color building elevations denoting the areas designated for wall mounted signage.
6. Typical elevations/details, in color, showing the materials, colors, fonts, method of mounting, and method of illumination for a typical wall mounted sign. If multiple letter types are proposed, the sign plan shall include a detail for all proposed types.
7. Any additional items requested by staff.

**THE LOCHS AT WATER'S EDGE
NARRATIVE
SITE PLAN APPLICATION
JULY 28, 2016**

1. *Consistency with the General Plan and compliance within the Development Code and other Town codes and regulations:*

The Developer intends to develop the Project under Chapter 7 of the Vineyard Town zoning ordinance which allows property to be developed under a master planned community. The Property is part of the WatersEdge Master Plan, and conforms to the WatersEdge Zone Plan and the Comprehensive Land Use Plan included within the Zone Plan. The Project specifically conforms with the CN Zone listed in the Land Use Plan.

2. *General compatibility of proposed use with adjacent property:*

The Property is being proposed as a multi-family development, which is consistent with the proposed use per the WatersEdge Master Plan. It is also consistent with the proposed land use of the adjacent properties. The adjacent properties are currently proposed as a townhome development and a twin-home housing development.

3. *Site and building design with exterior lighting with reference to adjacent properties:*

The buildings will be designed to have a majority of the units front courtyards and the open spaces throughout the Project. Exterior lighting will be installed on the buildings and will be directed to provide light for walkways, entryways and garages. The exterior lighting will be positioned and directed away from neighboring properties to minimize the impact on the neighboring properties, while still providing security and lighting for residents within the Project.

4. *Address ingress and egress to the property and proximity to driveways and street intersections in the vicinity of the subject property:*

The main entrance for the Project is located along Vineyard Loop Road, and the secondary access connects through to the adjacent property to the east of the Project. The Project does not have any driveways that are located in near proximity to major streets or intersections.

5. *Internal vehicular circulation including emergency and delivery vehicles:*

The Project has been designed with looped roads throughout the site to provide ease of access for emergency and delivery vehicles. The road widths have been designed to the Town's standards and allow emergency vehicles to access all units within the Project.

6. *Pedestrian and alternative vehicle considerations for the proposed use:*

The Project has trail corridors that extend along the perimeter of the Project, and an internal trail system that allows pedestrian, cycling and other non-vehicular traffic to move throughout the Project without relying on roads for access. The corridor trails connect with the master trails throughout the WatersEdge development.

7. *Volume and character of traffic as well as off-street parking and loading:*

The volume and character of traffic anticipated within the Project is anticipated to be residential traffic generated by the residents living within the Project. The Developer does not foresee traffic generated outside of residential traffic associated with the Project. In addition, all residential units within the Project will have attached garages and driveways. The driveways will be a minimum of 20' and will accommodate for off-street parking, delivery and loading.

8. *Impact of public services, including utilities, schools and recreation:*

The Project will consist of 220 residential townhome units. The impact from the Project on utilities, schools and recreation will be typical of a similar multi-family development of similar size.

9. *Screening and buffering of uses:*

The Project is situated along the Vineyard Connector Bridge on the North and railroad tracks to the East. The Project is designed to have a trail corridor that provides a physical buffer on the east and west sides of the Project, and an open space area to buffer the Project from the intersection along Vineyard Loop Road on the southwest corner of the Project.

10. *Proposed outdoor activities and storage:*

As previously mentioned, the Project will have a trail system within the development that allows pedestrians access throughout the Project. In addition to a trail system, the Project will have several onsite amenities including sitting areas with benches, barbeque stations and a large grass open area. Residents within the Project will also have access to the Water's Edge community parks, clubhouses, and swimming pool.

11. *Hours of operation and number of employees:*

The Project is intended for residential uses, and therefore hours of operations will not be limited to specific times. There will be no full-time employees located at the Project.

12. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use:

The noise, smoke, odor, dust, vibration and illumination will be typical of other multi-family residential developments. During construction the Developer will work to minimize the impact of these factors and will comply with any regulations or restrictions per the Town of Vineyard and any other governing body or agency.

13. Additional Information:

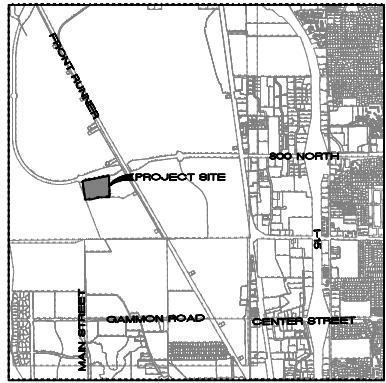
- a. 220 residential townhome units.
- b. 220 attached garage parking spaces.
- c. 220 driveway parking spaces.
- d. 135 guest parking spaces.
- e. 575 total parking spaces.
- f. 2.61 total parking spaces/unit

WATER'S EDGE ZONE PLAN - CN**ZONE ANALYSIS FOR WATER'S EDGE PHASE 7D - THE LOCHS AT WATER'S EDGE**PHASE 7D - THE LOCHS AT WATER'S EDGE

2.13.2	Multiple-Family dwelling	Permitted	Permitted
2.27	The total width of the side yards for interior dwellings	20'	Qualify
2.29	The minimum side yard for a corner lot	25'	Qualify
2.30	The maximum height for all buildings	40'	Qualify
2.31	The maximum coverage of impervious area	75%	Qualify
2.33	The minimum number of covered parkings spaces per dwelling unit	1	Qualify
2.34	The minimum number of total parking spaces per dwelling unit	2	Qualify
2.34.1	Guest parking per unit	0.5	Qualify

PRELIMINARY - THE LOCHS AT WATERS EDGE

LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN

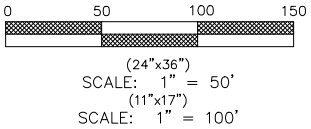


VICINITY MAP
NTS

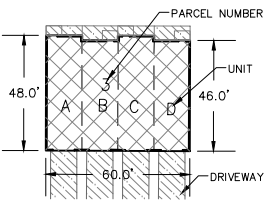
NOTES:
1- THIS AREA HAS HISTORICALLY HAD A HIGH WATER TABLE, AND THE TOWN OF VINEYARD WILL HAVE NO LIABILITY FOR ANY DAMAGES DUE TO THE HIGH WATER TABLE. A LAND DRAIN FOR EACH LOT WILL BE REQUIRED AND MAINTAINED BY THE PROPERTY OWNER.
2- PROPERTY OWNERS SHOULD BE AWARE THAT THIS AREA IS LOCATED IN THE VICINITY OF A RAILROAD SYSTEM.
3- ALL ROADS AND HOA OPEN SPACE ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOA.
4- DEVELOPER SHALL EXCEPT FROM ANY PUBLIC UTILITY EASEMENT SHOWN THEREON, AND RESERVE TO ITSELF AND ITS DESIGNEE, THE RIGHT TO DESIGN, ENGINEER, CONSTRUCT, INSTALL, TEST, OPERATE, MAINTAIN, REPAIR, REPLACE, RELOCATE, REMOVE AND MANAGE COMMUNICATIONS FACILITIES.

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C46	49.60	1040.50	2°43'52"	24.80	49.59	S88°04'04"W
C47	15.44	10.00	88°28'31"	9.74	13.95	N49°03'37"W
C48	15.25	10.00	87°22'43"	9.55	13.81	S38°52'01"W
C49	152.03	1040.50	8°22'18"	76.15	151.90	S78°22'13"W
C50	73.88	959.50	4°24'43"	36.96	73.87	S76°23'25"W
C51	15.59	81.50	10°57'39"	7.82	15.57	S84°04'36"W
C52	10.29	118.50	4°58'33"	5.15	10.29	S87°04'11"W
C53	1.07	947.50	0°03'52"	0.53	1.07	S84°36'50"W
C54	11.81	7.50	90°14'23"	7.53	10.63	N50°14'03"W
C55	154.28	1553.00	5°41'31"	77.20	154.21	N7°57'37"W
C56	9.67	79.50	6°58'15"	4.84	9.67	N7°19'09"W
C57	14.66	120.50	6°58'15"	7.34	14.65	N7°19'09"W

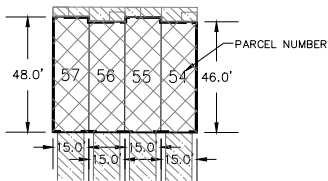
- BUILDING - PRIVATE OWNERSHIP
- LIMITED COMMON & PUE
- HOA PRIVATE STREET- PUE AND VINEYARD EASEMENT
- HOA OPEN SPACE AND PUE
- PUBLIC OPEN SPACE - OWNED AND MAINTAINED BY THE TOWN OF VINEYARD



LAND USE	
TOTAL ACREAGE:	12.70 acres
OPEN AREA/ TRAIL:	7.07 acres
BUILDING AREA:	3.56 acres
PRIVATE ROADS:	2.07 acres
4-UNIT BUILDINGS:	55 (220 units)
ZONING:	TH-12



TYPICAL SINGLE PARCEL BUILDING



TYPICAL MULTIPLE PARCEL BUILDING

DEVELOPER: VERTICAL DEVELOPMENT LLC
1824 NORTH 230 EAST,
PLEASANT GROVE, UT 84062

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

MAYOR APPROVAL	PLANNING COMMISSION APPROVAL	TOWN OF VINEYARD ENGINEER APPROVAL	TOWN OF VINEYARD ATTORNEY
APPROVED BY THE MAYOR ON THIS DAY OF _____, A.D., 20____	APPROVED BY THE PLANNING COMMISSION ON THIS DAY OF _____, A.D., 20____	APPROVED BY THE TOWN ENGINEER ON THIS DAY OF _____, A.D., 20____	APPROVED BY TOWN OF VINEYARD ATTORNEY ON THIS DAY OF _____, A.D., 20____
MAYOR	CHAIRMAN, PLANNING COMMISSION	TOWN OF VINEYARD ENGINEER	TOWN OF VINEYARD ATTORNEY

RECORDING INFORMATION			
VINEYARD, UTAH COUNTY, UTAH SCALE: 1"= 50 FEET	SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL
			CLERK-RECORDED SEAL

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plot and described herein, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as TUCKER ROW AT WATERS EDGE and that the same has been correctly surveyed and monumented on the ground as shown on this plot.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°25'01" East 821.94 feet along the section line and North 1384.53 feet from the Southwest Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°26'00" West 226.42 feet; thence Westerly 49.60 feet along the arc of a 1040.50 foot radius curve to the left, through a central angle of 02°43'52", the chord of which bears South 88°04'04" West 49.59 feet; thence Northwesterly 15.44 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 88°28'31", the chord of which bears North 49°03'36" West 13.95 feet; thence South 84°26'00" West 56.00 feet; thence Southwesterly 15.25 feet along the arc of a non tangent 10.00 foot radius curve to the right, through a central angle of 87°22'43", the chord of which bears South 38°52'01" West 13.81 feet; thence Southwesterly 152.03 feet along the arc of a 1040.50 foot radius curve to the left, through a central angle of 08°22'18", the chord of which bears South 78°22'13" West 151.90 feet; thence South 74°11'04" West 34.65 feet; thence Southwesterly 73.88 feet along the arc of a 959.50 foot radius curve to the right, through a central angle of 04°24'43", the chord of which bears South 76°23'26" West 73.87 feet; thence Westerly 15.59 feet along the arc of a 81.50 foot radius curve to the right, through a central angle of 10°57'39", the chord of which bears South 84°04'37" West 15.57 feet; thence South 89°33'27" West 74.48 feet; thence Westerly 10.29 feet along the arc of a 118.50 foot radius curve to the left, through a central angle of 04°58'33", the chord of which bears South 87°04'10" West 10.29 feet; thence Westerly 1.07 feet along the arc of a 947.50 foot radius curve to the right, through a central angle of 00°03'52", the chord of which bears South 84°36'50" West 1.07 feet; thence South 84°38'46" West 84.68 feet; thence Northwesterly 11.81 feet along the arc of a 7.50 foot radius curve to the right, through a central angle of 90°14'23", the chord of which bears North 50°14'03" West 10.63 feet; thence Northwesterly 154.28 feet along the arc of a 1553.00 foot radius curve to the left, through a central angle of 05°41'31", the chord of which bears North 07°57'37" West 154.22 feet; thence North 10°48'16" West 237.99 feet; thence Northerly 9.67 feet along the arc of a 79.50 foot radius curve to the right, through a central angle of 06°58'15", the chord of which bears North 07°19'09" West 9.67 feet; thence North 03°50'01" West 78.45 feet; thence Northerly 14.66 feet along the arc of a 120.50 foot radius curve to the left, through a central angle of 06°58'15", the chord of which bears North 07°19'09" West 14.65 feet; thence North 10°48'16" West 102.06 feet; thence North 45°19'22" East 35.55 feet; thence North 79°07'23" East 864.90 feet; thence South 01°45'44" East 576.47 feet; thence South 00°08'18" West 128.85 feet to the point of beginning.
acres more or less

DATE

SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements to be set forth to be hereafter known as TUCKER ROW AT WATERS EDGE and do hereby offer and convey to all public utility agencies and their successors and assigns a permanent easement and right-of-way as shown and marked "Common Area", "Limited Common Area", and "Private Drive" on the within plat for the construction and maintenance of subterranean electrical, telephone, natural gas, sewer and water lines, and appurtenances together with the right of access thereto.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

BY:

BY:

TITLE/COMPANY
ACKNOWLEDGEMENT

TITLE/COMPANY
ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SIGNATURE

BY:

BY:

TITLE/COMPANY
ACKNOWLEDGEMENT

TITLE/COMPANY
ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SIGNATURE

THE LOCHS AT WATERS EDGE

A PLANNED UNIT DEVELOPMENT

RECORDING INFORMATION

VINEYARD, UTAH COUNTY, UTAH

SCALE: 1"= 50 FEET

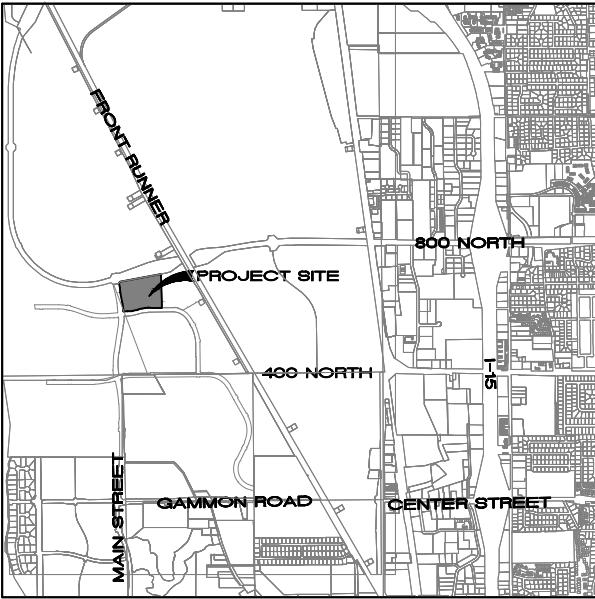
SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEAL

THE LOCHS AT WATERS EDGE
VINEYARD, UTAH



VICINITY MAP
NTS

LEGEND

LANDSCAPE AREA
(SEE LANDSCAPE PLAN FOR DESIGN)

NOTE:
1. LANDSCAPE AREAS TO BE LANDSCAPE WITH SHRUBS,
GRASS, TREES AND SPRINKLER SYSTEM (SEE
LANDSCAPE PLAN FOR DESIGN REQUIREMENTS)

SITE ANALYSIS

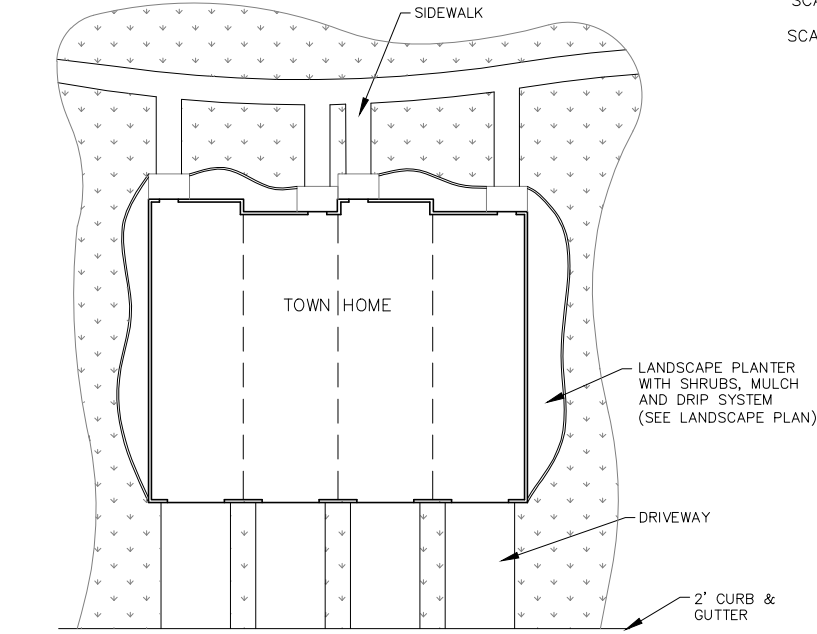
TOTAL AREA: 12.70 ACRE
ZONING: TH-12
TOTAL UNITS: 220
NO. LOTS / ACRE 17.32

AREA TABULATIONS

OPEN AREA/TRAIL 7.07 ACRES (56%)
LANDSCAPE AREA: 5.81 ACRES
BUILDING AREA: 3.56 ACRES (28%)
PRIVATE ROADS: 2.07 ACRES (16%)

PARKING TABULATIONS

SINGLE GARAGE PARKING: 220 STALLS
DRIVEWAY PARKING: 220 STALLS
VISITOR PARKING: 135 STALLS
TOTAL PARKING PROVIDED: 575 STALLS
REQ'D PARKING (2.5 STALLS/UNIT): 550 STALLS



TYPICAL TOWN HOME LANDSCAPING
-NTS-

0 50 100 150
(24"x36")
SCALE: 1" = 50'
(11"x17")
SCALE: 1" = 100'



REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1				TGT
2				DRAWN BY: TGT
3				CHECK BY: TGT
4				DATE: 07/25/2016
				COGD FILE:

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

VINEYARD, UTAH

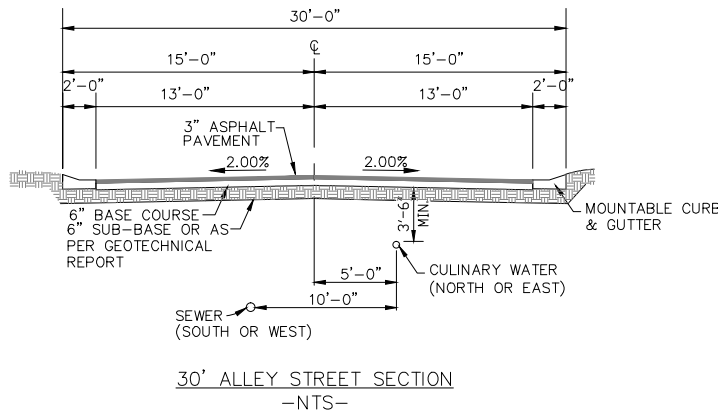
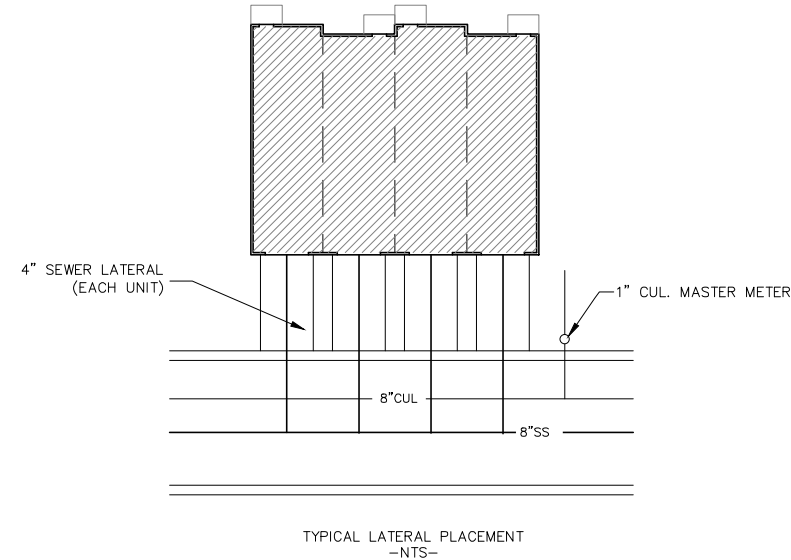
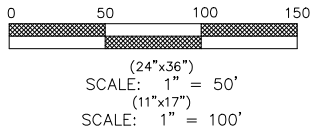
THE LOCHS AT WATERS EDGE
PLANNED UNIT DEVELOPMENT

PRELIMINARY SITE PLAN

JOB
WSVINE
SHEET NO.
1

GENERAL NOTES:
1) ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE TOWN OF VINEYARD STANDARDS AND SPECIFICATIONS.
2) ONE (1) ELECTRONIC COPY OF AS-BUILT DRAWINGS, FORMATTED IN ACCORDANCE WITH THE TOWN OF VINEYARD DESIGN STANDARDS, SHALL BE SUBMITTED TO THE TOWN UPON COMPLETION OF THE PUBLIC IMPROVEMENTS, INCLUDING, WATER, SEWER, STORM DRAIN, AND POWER
3) PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4) PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE CITY ENGINEER, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.
5) ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF VINEYARD DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
6) ALL LAND DRAIN MANHOLES TO BE 1.5 FEET DEEPER THAN SEWER MANHOLES.
7) ALL SEWER IS AT A MINIMUM OF 0.4% SLOPE.

- LEGEND
- PROPERTY BOUNDARY LINE
 - CUL PROPOSED 8" PVC C-900 WATER
 - EDGE OF PAVMENT
 - EASEMENT LINE
 - SS--O PROPOSED PVC SDR-35 SEWER W/MH
 - SS--O EXISTING PVC SEWER W/MH
 - LD--O PROPOSED PVC LAND DRAIN W/MH (WHITE)
 - > PROPOSED FIRE HYDRANT W/VALVE



THE LOCHS AT WATERS EDGE

VINEYARD, UTAH



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

J:\Gifford\VINEYARD NORTH\

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

VINEYARD, UTAH

THE LOCHS AT WATERS EDGE
PLANNED UNIT DEVELOPMENT

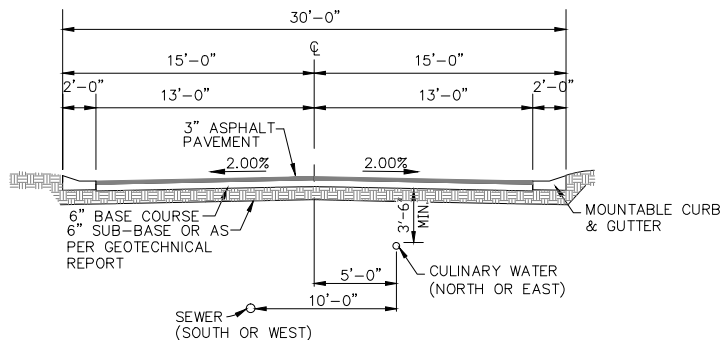
PRELIMINARY UTILITY

JOB
WSVINE
SHEET NO.
2

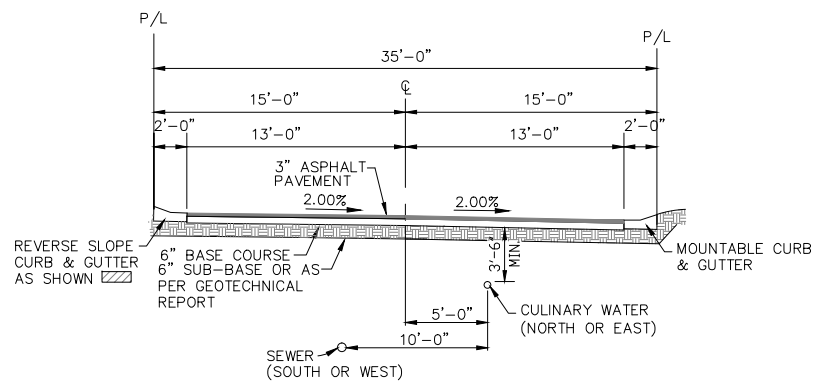
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5) ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF VINEYARD DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
7) ALL SEWER IS AT A MINIMUM OF 0.4% SLOPE.

- LEGEND
- PROPERTY BOUNDARY LINE
 - CUL PROPOSED 8" PVC C-900 WATER
 - EDGE OF PAVEMENT
 - EASEMENT LINE
 - SS--O-- PROPOSED PVC SDR-35 SEWER W/MH
 - SS--O-- EXISTING PVC SEWER W/MH
 - LD--O-- PROPOSED PVC LAND DRAIN W/MH (WHITE)
 - > PROPOSED FIRE HYDRANT W/VALVE

0 50 100 150
(24"x36")
SCALE: 1" = 50'
(11"x17")
SCALE: 1" = 100'



30' ALLEY STREET SECTION
-NTS-



30' ALLEY STREET SECTION
(130 EAST)
-NTS-

THE LOCHS AT WATERS EDGE

VINEYARD, UTAH



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

J:\GIFFORD\VINEYARD NORTH\

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

VINEYARD, UTAH

THE LOCHS AT WATERS EDGE
PLANNED UNIT DEVELOPMENT

PRELIMINARY GRADING

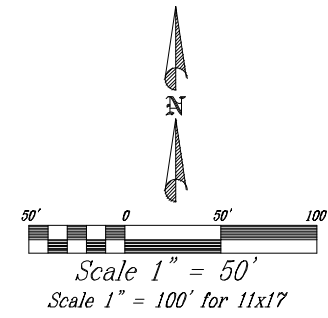
JOB
WSVINE
SHEET NO.
3



PLANT SCHEDULE				
TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL
	15	Autumn Purple Ash / Fraxinus americana "Autumn Purple"	B & B	2" Cal
	11	Chanticleer Pear / Pyrus calleryana "Chanticleer"	B & B	2" Cal
	14	Corinthian Littleleaf Linden / Tilia cordata "Corzam"	B&B	2" Cal
	12	London Plane Tree / Platanus x acerifolia	B&B	2" Cal
	17	Manchurian Ash / Fraxinus mandshurica "Mancana"	B & B	2" Cal
	18	Sawleaf Zelkova / Zelkova serrata	B&B	2" Cal
	18	Shademaster Locust / Gleditsia triacanthos inermis "Shademaster" TM	B&B	2" Cal
GROUND COVERS	QTY	COMMON NAME / BOTANICAL NAME	CONT	
	42,743 sf	2-4" Cobble Rock w/Dewitt Pro-5 Weed Barrier / Washed Landscape Rock	mulch	
	150,356 sf	Kentucky Bluegrass / Poa pratensis	sod	

THIS DOCUMENT IS RELEASED
FOR REVIEW ONLY. IT IS NOT
INTENDED FOR CONSTRUCTION
UNLESS SIGNED AND SEALED.

CARL N. BERG L.A.
SERIAL NO. 7162790
DATE: 28 JUL 2016

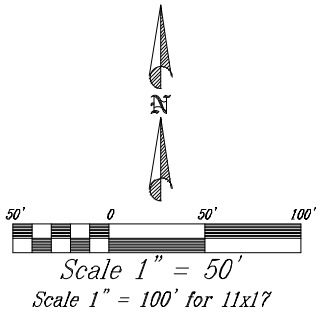


THE LOCHS AT WATERS EDGE
PHASE 7D

LANDSCAPE PLAN


380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB	DATE: 28 JUL 2016	SHEET
DRAWN BY: CNB	REV:	L1



TYPICAL BUILDING
LANDSCAPE PLAN

PLANT SCHEDULE TYPICAL BUILDING

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL
	1	Chanticleer Pear / Pyrus calleryana 'Chanticleer'	B & B	2" Cal
	1	Manchurian Ash / Fraxinus mandshurica 'Mancana'	B & B	2" Cal
	1	Sawleaf Zelkova / Zelkova serrata	B&B	2" Cal
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	CONT	
	6	Arctic Fire Dogwood / Cornus sanguinea 'Arctic Fire' TM	5 gal	
	6	Crimson Pygmy Barberry / Berberis thunbergii 'Crimson Pygmy'	5 gal	
	2	Dwarf Ninebark / Physocarpus opulifolius 'Nanus'	5 gal	
	6	Green Mound Alpine Currant / Ribes alpinum 'Green Mound'	5 gal	
	2	Mugo Pine / Pinus mugo 'Slowmound'	5 gal	
	6	Spirea / Spiraea japonica 'Goldmound'	5 gal	
	10	Tallhedge Buckthorn / Rhamnus frangula columnaris	5 gal	
	6	Yew / Taxus x media 'Dark Green Spreading'	5 gal	
GRASSES	QTY	COMMON NAME / BOTANICAL NAME	CONT	
	12	Blue Oat Grass / Helictotrichon sempervirens	1 gal	
	17	Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster'	1 gal	
PERENNIALS	QTY	COMMON NAME / BOTANICAL NAME	CONT	
	6	Autumn Joy Sedum / Sedum x 'Autumn Joy'	1 gal	
	8	Johnson's Blue Geranium / Geranium x 'Johnson's Blue'	1 gal	
	1	Russian Sage / Perovskia atriplicifolia 'Filigran'	1 gal	
	16	Stella de Oro Daylily / Hemerocallis x 'Stella de Oro'	1 gal	
	3	Summer Pastels Yarrow / Achillea millefolium 'Summer Pastels'	1 gal	
GROUND COVERS	QTY	COMMON NAME / BOTANICAL NAME	CONT	
	998 sf	2-4" Cobble Rock w/Dewitt Pro-5 Weed Barrier / Washed Landscape Rock	mulch	
	1,266 sf	Kentucky Bluegrass / Poa pratensis	sod	

THIS DOCUMENT IS RELEASED
FOR REVIEW ONLY. IT IS NOT
INTENDED FOR CONSTRUCTION
UNLESS SIGNED AND SEALED.

CARL N. BERG L.A.
SERIAL NO. 7162790
DATE: 28 JUL 2016

THE LOCHS AT WATERS EDGE
PHASE 7D

TYPICAL BUILDING
LANDSCAPE PLAN



380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

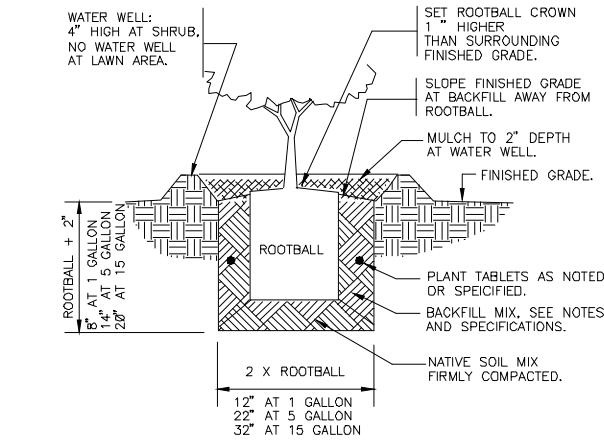
DESIGN BY: CNB
DRAWN BY: CNB

DATE: 26 JUL 2016
REV:

SHEET
L2

GENERAL PLANTING NOTES:

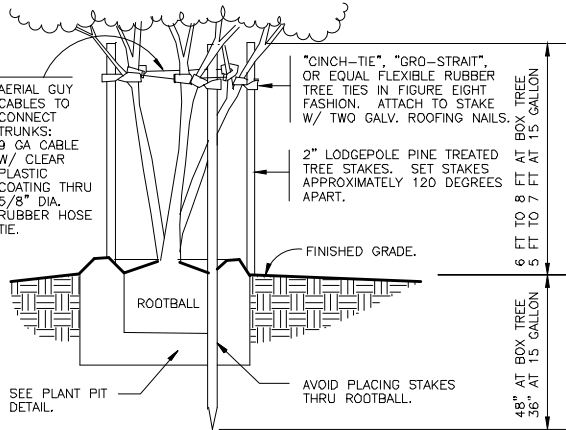
1. CODES, LAWS, REGULATIONS & PERMITS BY FEDERAL, STATE, COUNTY AND CITY AGENCIES FOR DESIGN CONCEPT, MATERIALS AND WORKMANSHIP MUST BE RESEARCHED AND SATISFIED BY THE CONTRACTOR. REPORT ANY PROBLEMS OR REQUIREMENTS TO THE LANDSCAPE ARCHITECT. THE CONTRACTOR MUST VERIFY THE REGULATIONS FOR AND SECURE ANY PERMITS BEFORE BEGINNING CONSTRUCTION. CALL BLUE STAKES AND REFER TO DRAINAGE AND CIVIL PLANS BEFORE ANY TRENCHING OR EXCAVATION.
2. CONSTRUCTION SAFETY & CLEANUP MUST MEET OSHA STANDARDS AT ALL TIMES. ALL CONTRACTORS MUST HAVE ADEQUATE LIABILITY, PERSONNEL INJURY AND PROPERTY DAMAGE INSURANCE. CLEAN UP MUST BE PERFORMED DAILY, AND ALL HARDSCAPE ELEMENTS MUST BE WASHED FREE OF DIRT AND MUD ON FINAL CLEAN UP. CONSTRUCTION MUST OCCUR IN A TIMELY MANNER.
3. LANDSCAPE PLANS AND DETAIL DRAWINGS ARE SCHEMATIC ONLY, DISCREPANCIES MAY EXIST, INCLUDING BUT NOT LIMITED TO BUILDING LOCATION, PROPERTY LINES, ANY DIMENSIONS SPECIFIED OR IMPLIED. THE CONTRACTOR WILL BE REQUIRED TO ADJUST PLANS AS NECESSARY TO RETAIN CONCEPT INTEGRITY. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF DISCREPANCIES EXIST.
4. PLANT MATERIAL EXCAVATION. CONTRACTOR TO CALL BLUE STAKE AND MAKE REFERENCE TO DRAINAGE AND CIVIL PLANS BEFORE EXCAVATION FOR PLANT MATERIAL. ALL HOLES MUST ALLOW FOR A MINIMUM OF SIX (6) INCHES OF SPECIFIED PLANTING MIX BACKFILL MATERIAL ON ALL SIDES OF ROOT BALL FOR SHRUBS, AND 3X BALL DIAMETER FOR TREES.
5. PLANT MATERIAL BACKFILL MUST BE A WELL MIXED COMBINATION OF 2/3 NATIVE SOIL AND 1/3 ORGANIC COMPOSED MATERIAL. DEEP WATER ALL PLANT MATERIAL IMMEDIATELY AFTER PLANTING. ADD BACKFILL MATERIAL TO DEPRESSIONS AS NECESSARY.
6. PLANT MATERIAL AND LANDSCAPE ELEMENTS WILL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE. ANY ITEMS THAT ARE NOT FIRST CLASS PREMIUM QUALITY WILL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER. ANY PLANT MATERIAL THAT IS NOT PREMIUM QUALITY OR APPEARS STRESSED IN ANY WAY DURING THE GUARANTEE PERIOD MAY REQUIRE REPLACEMENT. THE CONTRACTOR MUST SCHEDULE A PRE AND POST GUARANTEE MEETING WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION. FAILURE TO DO SO WILL MEAN THE OFFICIAL GUARANTEE PERIOD HAS NOT BEEN ACTIVATED OR DE-ACTIVATED.
7. PLANT MATERIAL SHALL CONFORM TO NURSERY STANDARDS ACCORDING TO AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA) AND SHALL BE FREE FROM ALL PESTS, EGGS, DISEASES, AND SHALL BE REPRESENTATIVE OF SPECIES IN SIZE, QUALITY, FORM, COLOR AND NOT ROOT BOUND, DAMAGED OR SUBSTANDARD IN ANY WAY. 10% OF EACH PLANT MATERIAL SPECIES SHALL BE TAGGED WITH BOTANICAL NAME FROM THE NURSERY OR SUPPLIER, TAGS SHALL REMAIN ON PLANT MATERIAL UNTIL FINAL ACCEPTANCE.
8. TOP SOIL MUST BE A PREMIUM QUALITY DARK SANDY LOAM, FREE OF ROCKS, CLODS, ROOTS, AND PLANT MATTER. THE TOPSOIL WILL BE EVENLY SPREAD AND SMOOTH GRADED ON A CAREFULLY PREPARED SUBGRADE TO A DEPTH OF SIX (6) INCHES IN SHRUB AREAS, SIX (6) INCHES UNDER HYDROSEED AREAS AND SIX (6) INCHES UNDER SOD AREAS.
9. SOD MUST BE PREMIUM QUALITY, ULTRA GREEN, EVENLY CUT, ESTABLISHED, HEALTHY, WEED AND DISEASE FREE, AND FROM AN APPROVED SOURCE. SOD MUST BE DELIVERED AND LAID IMMEDIATELY AFTER CUTTING. SOD MUST BE LAID WITHOUT GAPS BETWEEN PIECES ON A CAREFULLY PREPARED TOPSOIL LAYER. THE LAID SOD MUST BE IMMEDIATELY WATERED AFTER INSTALLATION. ANY BURNED AREAS WILL REQUIRE REPLACEMENT. ADJUST SPRINKLER SYSTEM TO ASSURE HEALTHY GREEN SURVIVAL OF THE SOD WITHOUT WATER WASTE.
10. FERTILIZER FOR SOD AREAS SHALL BE PELLETIZED, N-P-K AS APPROVED BY LANDSCAPE ARCHITECT FOR SEASONAL ADJUSTMENT. USE 20 LBS PER 5,000 SQUARE FEET OR AS PER MANUFACTURER'S SPECIFICATIONS. SPREAD EVENLY ON A CAREFULLY PREPARED TOPSOIL LAYER JUST PRIOR TO LAYING SOD.
11. QUANTITIES LISTED ON PLANS ARE FOR THE CONTRACTORS CONVENIENCE. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES LISTED ON THE PLANS AND THE AVAILABILITY OF ALL PLANT MATERIALS AND THEIR SPECIFIED SIZES PRIOR TO SUBMITTING A BID. THE CONTRACTOR MUST NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO SUBMITTING A BID IF THE CONTRACTOR DETERMINES A QUANTITY DEFICIENCY OR AVAILABILITY PROBLEM WITH SPECIFIED MATERIAL.
12. STAKING AND GUYING REMOVAL IS THE CONTRACTORS RESPONSIBILITY. CONTRACTOR SHALL REMOVE TREE GUYING AND STAKING IN A TIMELY MANOR ONCE STAKED TREES HAVE TAKEN ROOT. NO STAKING SHALL REMAIN BEYOND A REASONABLE TIME FOR ROOT PENETRATION AND STABILIZATION.
13. TREE WRAPPING MAY BE USED TO PROTECT YOUNG TREES FROM WINTER DAMAGE. TREE WRAPS SHALL BE INSTALLED IN THE FALL. IF THE CONTRACTOR INSTALLS WRAPS FOR TREE PROTECTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROMPTLY REMOVE WRAPS THE FOLLOWING SPRING.
14. LANDSCAPE MAINTENANCE MUST BE PERFORMED BY THE LANDSCAPE CONTRACTOR FOR A PERIOD OF 30 DAYS AFTER COMPLETION. RESPONSIBILITIES INCLUDE WATERING, FERTILIZING, MOWING, GRADING, AND WEED CONTROL.
15. AUTOMATIC IRRIGATION SYSTEMS SHALL FULLY IRRIGATE ALL LANDSCAPE MATERIAL.



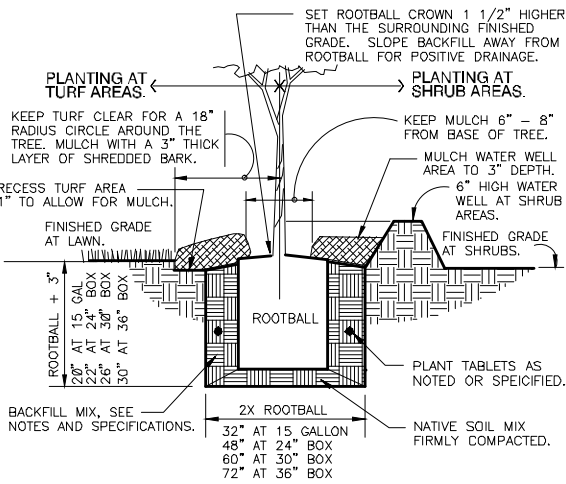
1 SHRUB PLANTING

1" = 1'-0"

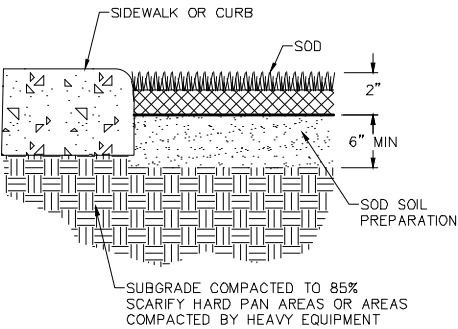
329333.13-01



STAKING DETAIL

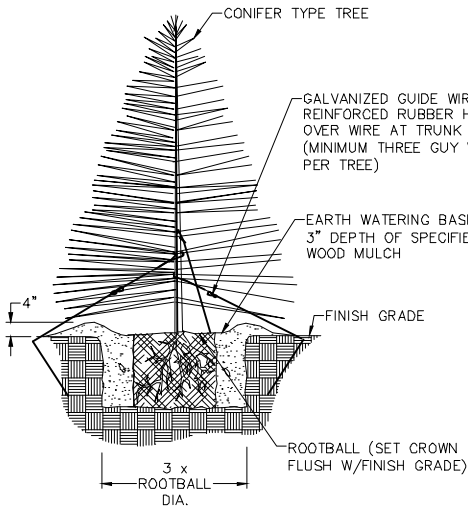


PLANT PIT DETAIL



2 SOD PLANTING

NTS



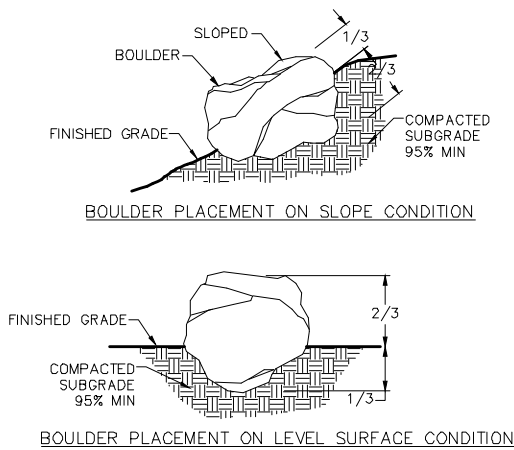
3 CONIFER PLANTING

NTS

4 TREE PLANTING MULTI-STAKE

1" = 1'-0"

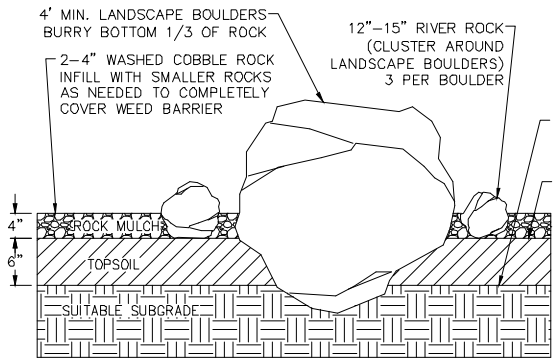
329343.23-03



NOTE:
1. BOULDERS TO BE CLEAN AND UNMARKED.
2. BURY MIN OF 1/3 TO 1/2 OF BOULDER INTO FINISH GRADE ON LEVEL OR SLOPED GRADES.

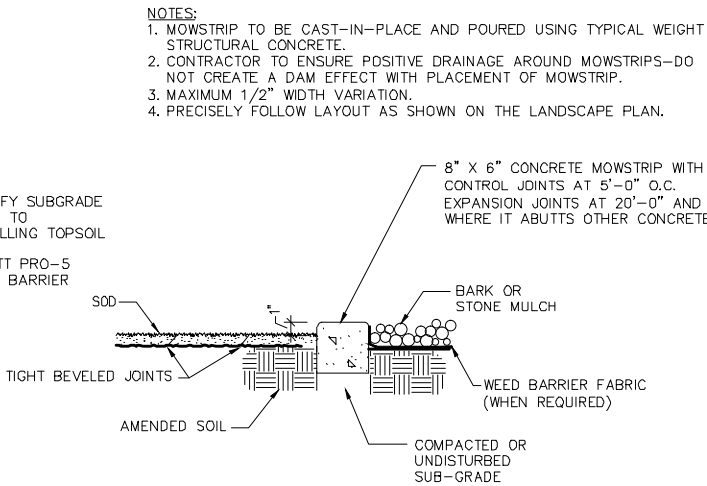
5 BOULDER PLACEMENT

NTS



6 TYPICAL LANDSCAPE PLANTER

NTS



7 CONCRETE MOW CURB

NTS

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.
CARL N. BERG, L.A.
SERIAL NO. 7162790
DATE: 28 JUL 2016

THE LOCHS WATERS EDGE
PHASE 7D

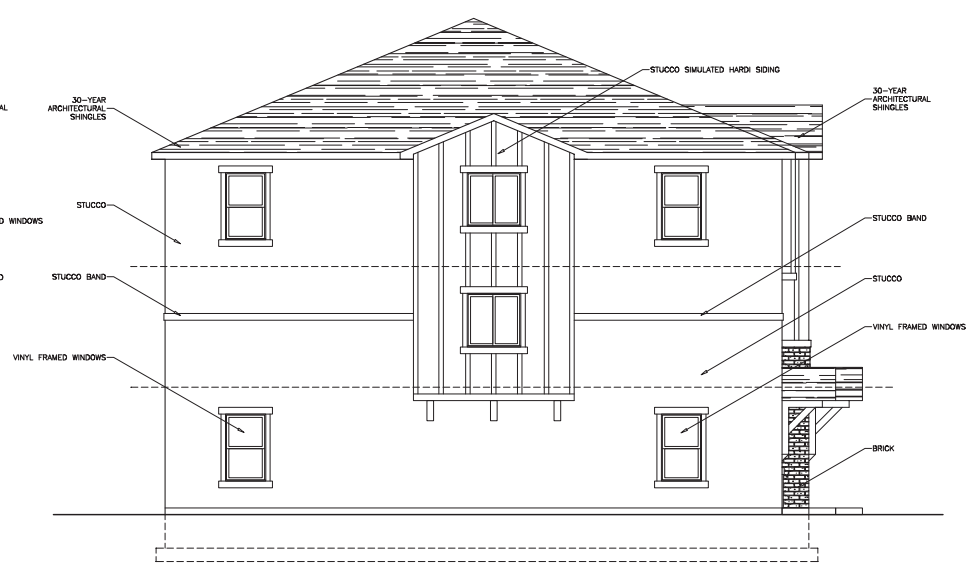
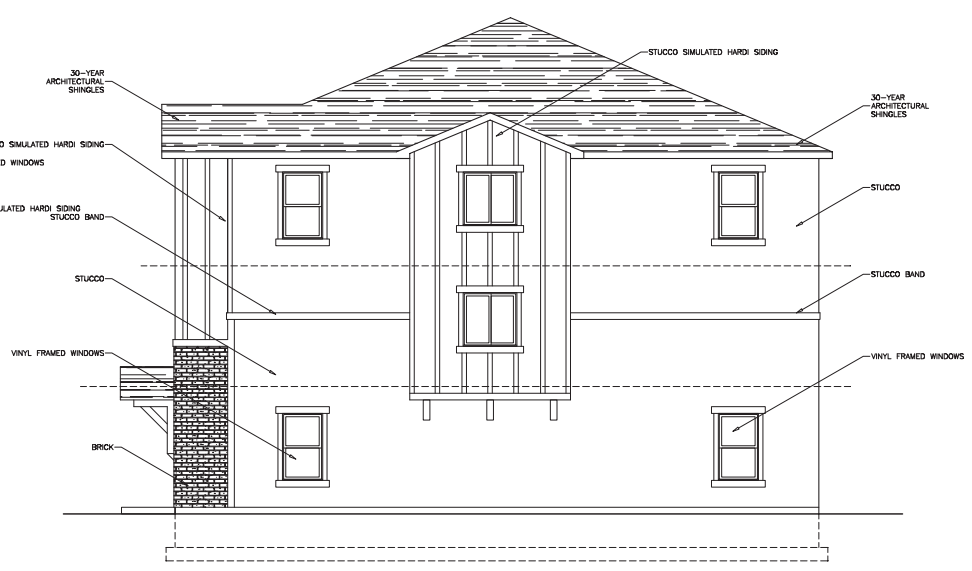
LANDSCAPE DETAILS



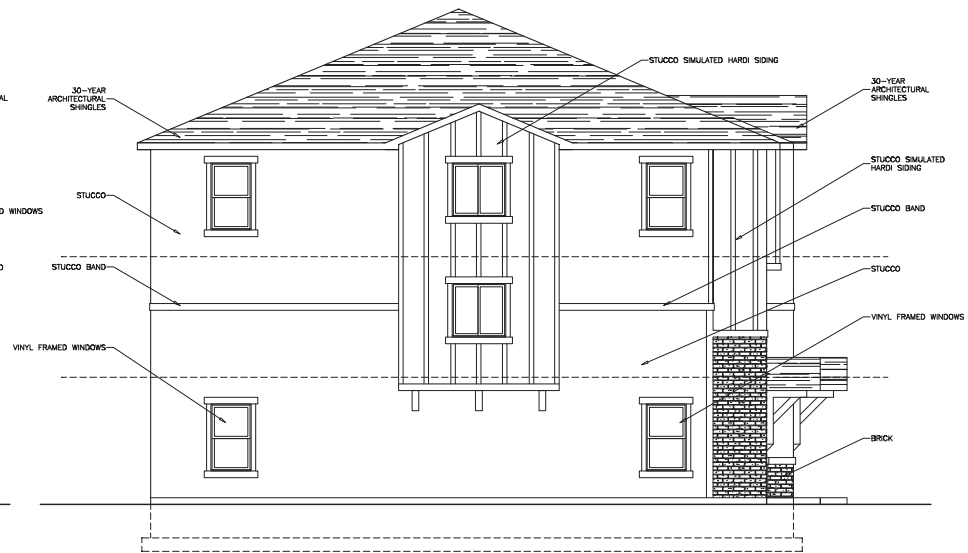
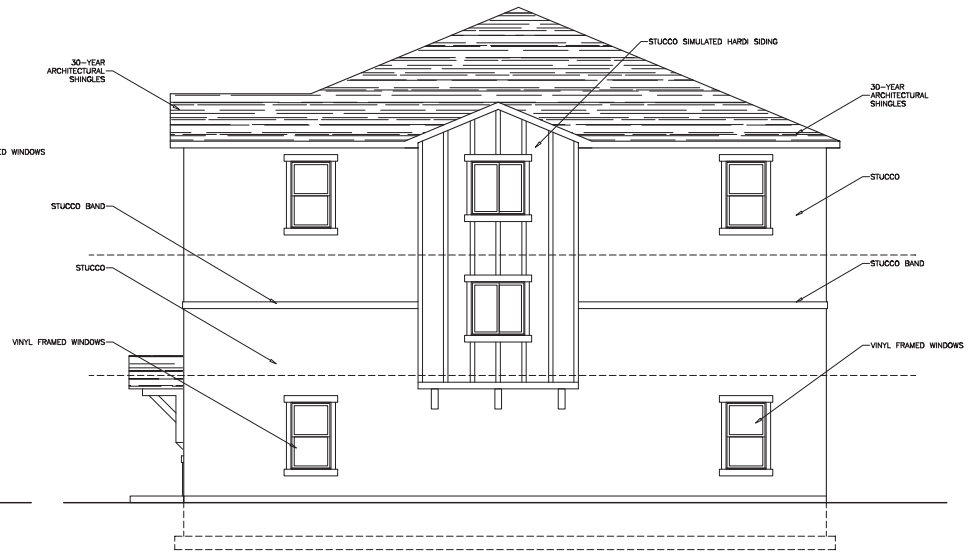
380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB DATE: 28 JUL 2016
DRAWN BY: CNB REV: SUEET

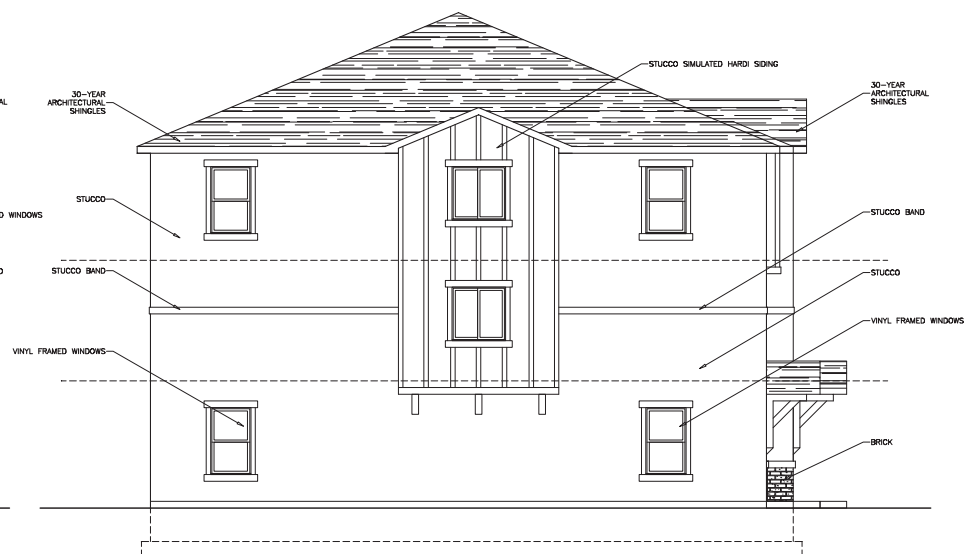
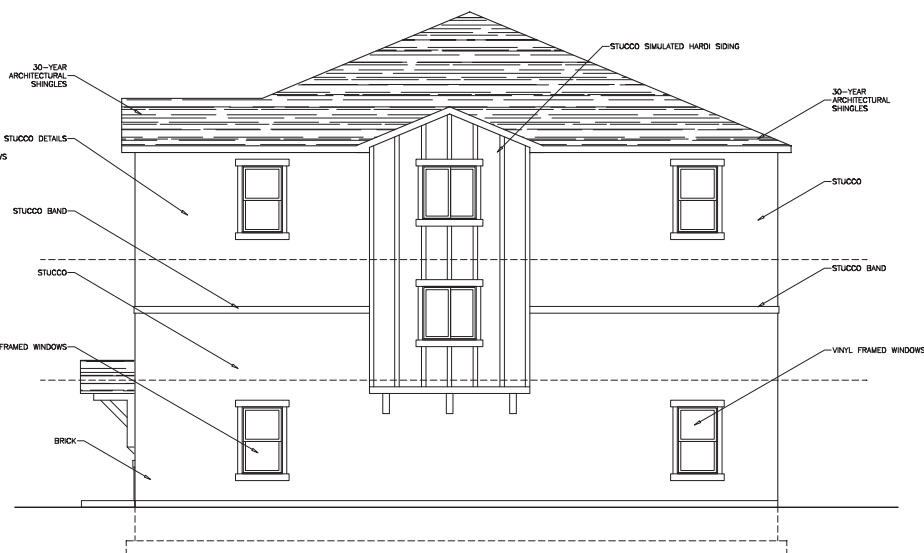
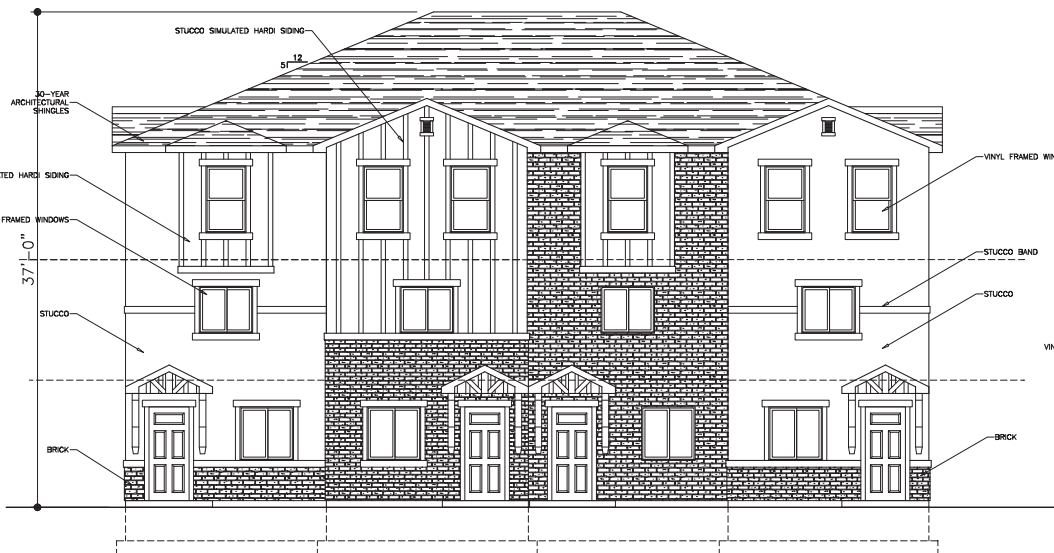
L3



ELEVATION VARIATIONS #1



ELEVATION VARIATIONS #2



ELEVATION VARIATIONS #3

THE LOCHS AT WATER'S EDGE

BUILDING RENDERINGS

BUILDING RENDERING - VARIANT #1



BUILDING RENDERING - VARIANT #2



BUILDING RENDERING - VARIANT #3



**RESOLUTION OF THE TOWN OF VINEYARD TO PARTICIPATE IN THE UTAH
COUNTY CDBG PROGRAM**

Resolution Number 2016-

WHEREAS, The Town of Vineyard is not a CDBG Entitlement city; and

WHEREAS, The Town of Vineyard has previously entered into an interlocal agreement to participate in the Utah County CDBG program.

NOW, THEREFORE, BE IT RESOLVED, by the city council of the Town of Vineyard that the attached Agreement with the County is hereby approved, and that the city's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

FURTHER RESOLVED, that the city council of the Town of Vineyard hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City's jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The Resolution, assigned no. **2016-** shall take effect immediately upon passage.

PASSED AND APPROVED this **24** day of **August** 2016.

CITY COUNCIL

By _____

Randy Farnworth, Mayor

Pamela Spencer, Recorder

VOTING:

Mayor Randy Farnworth Yea___ Nay___

Councilmember Tyce Flake Yea ___ Nay___

Councilmember Julie Fullmer Yea ___ Nay___

Councilmember Dale Goodman Yea ___Nay___

Councilmember Nate Riley Yea___Nay___

DRAFT

AGREEMENT NO. 2016-

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and TOWN OF VINEYARD

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for **FEDERAL FISCAL YEARS 2017 THROUGH 2019**

and successive 3 year periods thereafter

AGREEMENT NO. 2016- _____

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, TOWN OF GENOLA, TOWN OF GOSHEN, HIGHLAND CITY, LINDON CITY, MAPLETON CITY, PLEASANT GROVE CITY, PAYSON CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and TOWN OF VINEYARD.

all municipal corporations.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and

expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to

receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2017 - 2019 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2017-2019) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant

computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions,

including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as

amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the _____ day of _____, 2016.

SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2017 – 2019 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of _____ County, by authority of law.

NOTARY PUBLIC
Residing in _____ County

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____

Deputy Clerk/Auditor

COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the ____ day of _____, 20__.

By signing below, Town of Vineyard accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2017, 2018, and 2019.

Mayor Randy Farnworth

ATTEST:

Pamela Spencer, Recorder