

REGULAR MEETING OF THE VINEYARD PLANNING COMMISSION, Wednesday February 1, 2023, 6:00 p.m.

PUBLIC NOTICE is hereby given that the Vineyard City Planning Commission will hold a regularly scheduled meeting at City Hall, 125 South Main Street, Vineyard, Utah. You can also view the meeting on our <u>live stream channel</u>.

REGULAR SESSION

CALL TO ORDER

1. INVOCATION/INSPIRATIONAL THOUGHTS/PLEDGE OF ALLEGIANCE

- **2. OPEN SESSION** Time dedicated for public comment. Comments will be limited to three (3) minutes. No actions may be taken by the Planning Commission due to the need for proper public noticing.
- 3. MINUTES REVIEW AND APPROVAL
 - 3.1 January 18, 2023

4. BUSINESS ITEMS

4.1 PUBLIC HEARING – General Plan Amendment – Moderate Income Housing

Planner Braim Perez will present a city initiated General Plan Amendment. As required by Utah State Code, a Moderate Income Housing Plan must be adopted as a part of the General Plan. Six strategies will be adopted and act as a guide to the City to address moderate income housing challenges. The Planning Commission will make a recommendation to the City Council.

4.2 PUBLIC HEARING – Development Agreement for The Forge

The applicant, Dakota Pacific, is proposing an updated master plan for the Forge mixed use project of 45 acres north of the Megaplex Theatre. This plan focuses on small block sizes and enhanced pedestrian accessibility. The agreement will put forth a plan for infrastructure improvement and new residential and commercial development. Community Development Director Morgan Brim will present the development agreement. The Planning Commission will make a recommendation to the City Council. Parcel IDs: 39:258:0001 through 39:258:0007.

5. TRAINING SESSION

5.1 Segments of the documentary, "The Social Life of Small Urban Spaces," by William H Whyte will be viewed and discussed by the Planning Commission.

6. WORK SESSION

6.1 There are no work sessions scheduled for this meeting.

7. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

8. ADJOURNMENT

The Public is invited to participate in all Planning Commission meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this public meeting should notify Rachel Stevens, Planning Technician, at least 24 hours prior to the meeting by calling (801) 226-1929 or email at <u>rachels@vineyardutah.org</u>.

The foregoing notice and agenda were posted on the Utah Public Notice Website and Vineyard

Website, posted at the Vineyard City Offices and City Hall, delivered electronically to city staff and each member of the Planning Commission.

AGENDA NOTICING COMPLETED ON: January 31, 2023

NOTICED BY: /s/ Rachel Stevens Rachel Stevens, Planning Tech



REGULAR MEETING OF THE VINEYARD PLANNING COMMISSION, Wednesday, January 18, 2023 6:00 p.m.

Attendance:

Planning Commissioners present: Chris Bramwell, Tay Gundmundson, Bryce Brady, Graden Ostler, Anthony Jenkins, and Craig Bown.

<u>Staff present:</u> Emily Kofoed, Staff Engineer; Naseem Ghandour; Cache Hancey and Briam Perez; Planners, Morgan Brim, Community Development Director; Ezra Nair, City Manager; and Rachel Stevens, Planning Technician

<u>Others present:</u> David Lauret, Hector Hernandez, Daria Evans, Don Overson, Residents; Jeff Gochnour and Dave Borup, Dakota Pacific

REGULAR SESSION

CALL TO ORDER

1. DINVOCATION/INSPIRATIONAL THOUGHTS/PLEDGE OF ALLEGIANCE

Bryce called the meeting to order. Anthony Jenkins led the pledge of allegiance and offered an invocation.

2. OPEN SESSION - Time dedicated for public comment. Comments will be limited to three (3) minutes. No actions may be taken by the Planning Commission due to the need for proper public noticing.

Jordan Christensen gave a public comment stating that high density and mixed uses and generally a good thing.

3. 🚺 MINUTES REVIEW AND APPROVAL

3.1 December 7, 2022

3.2 January 4, 2023

Anthony Jenkins made a motion to approve the December 7, 2022 and January 4, 2023 planning commission minutes. Tay Gundmundson seconded the motion. Those voting aye: Chris Bramwell, Tay Gundmundson, Bryce Brady, Anthony Jenkins, and Craig Bown. The motion passed unanimously.

4. BUSINESS ITEMS

4.1 🛛 ڬ PUBLIC HEARING - Conditional Use Permit – Vineyard Auto

This item was continued on January 4, 2023 by the Planning Commission. This item will be continued indefinitely. The Public Hearing will be re-noticed at the appropriate time.

4.2 PUBLIC HEARING – Development Agreement for The Forge

Community Development Director Morgan Brim gave a presentation about the proposed changes to the Development Agreement.

There was a discussion regarding why and how development agreements are used.Community Development Director Morgan Brim gave a presentation continued and

the amendments to the development agreement were summarized.

Anthony Jenkins made a comment to the audience that the Planning Commission will make a recommendation to the decision making body and that the Planning Commission is not the decision making body regarding this item.

Jeff Gochnour and Dave Borup with Dakota Pacific gave a presentation regarding the proposed changes.

Multiple There was an overview of the master plan of the Forge.

Marce was an overview of the proposed commercial areas.

Market There was a discussion concerning maximum height.

There was a discussion concerning what is counted as open space and where it will be located.

There was a discussion regarding East Gateway Park and where the train track currently lies.

The presentation continued and addressed comments from the previous work session.

The presentation addressed affordable housing and a discussion ensued.

Marce was a discussion regarding rental versus condominium units.

There was a discussion about how to manage parking.

There were several requests from the Planning Commission members to expand the affordable housing.

The presentation continued to discuss a parking management plan.

MOTION: Anthony Jenkins made a motion to open a public hearing. 2nd : Tay Gundmundson seconded the motion. Roll Call as follows: Those voting aye: Chris Bramwell, Tay Gundmundson, Bryce Brady, Anthony Jenkins, and Craig Bown. The motion passed unanimously.

Hector Hernandez made a comment regarding parking and high-density housing and the difference between owner occupied and rental housing developments.

David Lauret made a public comment regarding parking, increasing retail and commercial space and grocery stores, and making shopping convenient for residents.

Daria Evans asked questions about what kind of retail would be in The Forge, where the public safety building will go and what it will be, how will delivery trucks access the publicly shared street, can the developer guarantee that first responders will live in the deed restricted units, how many 1,2,3 bedroom units, what will the parking structure look like, what is the draw for the hotel at this time, will the views be preserved, and what is the maximum height.

Don Overson made a public comment regarding the Geneva road expansion and that UDOT will not take more land and asked a question how many units can be built with surface parking. He also asked whether the zoning ordinance is being changed or can a development agreement override the zoning ordinance.

Dakota Pacific answered questions asked by Don Overson. There was a discussion

regarding why surface parking is not desirable.

🔰 Dakota Pacific answered questions asked by Daria Evans.

Main There was a discussion regarding making an exception to the standards for a grocery store.

Chris Branwell asked the developer what the best use of the property would be from their perspective.

Anthony Jenkins made a comment that there is a variation of high density and regarding the best way to move forward with The Forge.

Chris Bramwell said if we can figure out parking we can move forward. He recommended a parking study requirement.

There was a discussion on widening of 800 N and removal of the rail spur. The rail is expected to be removed in 2024 and 800 N is out for bid right now. There was a discussion for the planned amenities on 800 N.

Bryce Brady provided a summary of what he would like to see from the developer. It included: a parking plan, transportation plan, a proposed percentage of retail versus commercial, determine if the open space proposed is reasonable, and to provide details on for-sale units.

There was a discussion on reducing units from 1500 to 1250 or 1300 units.

MOTION: Tay Gundmundson made a motion to close the public hearing. 2nd : Anthony Jenkins seconded the motion. Roll Call as follows: Those voting aye: Chris Bramwell, Tay Gundmundson, Bryce Brady, Anthony Jenkins, and Craig Bown. The motion passed unanimously.

MOTION: Tay Gundmundson made a motion to continue this item to February 1, 2022. 2nd : Craig Bown seconded the motion. Roll Call as follows: Those voting aye: Chris Bramwell, Tay Gundmundson, Bryce Brady, Anthony Jenkins, and Craig Bown. The motion passed unanimously.

5. 🚺 TRAINING SESSION

5.1 Segments of the documentary, "The Social Life of Small Urban Spaces," by William H Whyte will be viewed and discussed by the Planning Commission. Bryce Brady continued this item.

6. WORK SESSION

6.1 There are no work sessions scheduled for this meeting.

7. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

Naseem Ghandour made a comment that a traffic signal at 400 N and Main Street will be operational by Friday.

8. 🔰 ADJOURNMENT

Bryce Brady adjourned the meeting at 8:12 pm.

Certified correct and approved on: February 1, 2022

NOTICED BY: /s/

Rachel Stevens, Planning Tech



Community Development

Date:	Wednesday, February 01, 2022
From:	Briam Amaya Perez, Senior Planner
To:	Planning Commission
ltem:	Ordinance 2023-04; Moderate Income Housing Element of General Plan – Business Item
Applicant:	City Initiated

SUMMARY

Through HB462 (update to SB34 from 2019), the State of Utah is requiring municipalities to submit plans to update their moderate-income housing plans (MIHP) to the Department of Workforce Services by October 1, 2022. Vineyard City's MIHP is also the Moderate-Income Housing Element (or Chapter) of the General Plan.

During the September 14, 2022, City Council meeting, the City Council approved Ordinance 2022-17, which updated Vineyard's MIHP by adding the below listed strategies from Utah State Code 10-9a-403 to the General Plan:

NEW STRATEGIES SELECTED FROM 10-9A-403:

- E) Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
- F) Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- H) Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.
- L) Reduce, waive, or eliminate impact fees related to moderate income housing.
- N) Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.
- O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.
- V) develop and adopt a station area plan in accordance with Section 10-9a-403.1.

**Implementation plans for each of the above listed strategies were also outlined in Ordinance 2022-17.

After the meeting, City Planner, Briam Perez, submitted a report to the Department of Workforce Housing containing the details of Ordinance 2022-17 to the Department of Workforce Services. On November 18, 2022, Briam received a communication from The Department of Workforce Services, notifying him that Vineyard City's updated Moderate Income Housing Plan (Ordinance 2022-17) was not in compliance with the State's requirements and that further updates were required for Vineyard to comply with 10-9a-408. The response further explained that the city's submission did not include adequate measures, benchmarks, or timelines to show progress on the selected strategies, E, F, H, L, N, O, Q, or V.

Briam was notified that Section 10-9a-408(6) allows for each community 90 days from the date after this notice is sent to come into compliance with the State Code. Per section 10-9a-408(7)(b), "failure to cure the described deficiencies in your municipalities report by Friday, February 16, 2023, will make your community ineligible for Utah Department of Transportation (UDOT) Transportation Investment Fund of 2005, including the Transit Transportation Investment funding and the Governor's Office of Planning and Budget (GOPB) Covid-19 Local Assistance Matching Grant for the 2024 fiscal year.

In the days following, Briam worked with Alyssa Gamble, Moderate Income Housing Program Manager with The Department of Workforce Services, to revise Vineyard's MIHP so that it would come into compliance with the requirements of the state. The following revisions to the adopted strategies from Ordinance 2022-17 were made which successfully included the adequate measures, benchmarks, and timelines required by the State:

REVISIONS TO STRATEGIES SELECTED FROM 10-9A-403:

Strategy E: Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.

1. The city will amend the zoning code to allow for mobile housing types intended for long-term placement to be utilized as ADU's such as tiny homes, modular homes, and prefabricated houses by the end of 2025. These housing types must adhere to a permanent foundation.

Strategy F: Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.

- The city will work with UVU to ensure the establishment of a residential mixed-use zone to accommodate on-campus living with ground-level commercial uses within their Vineyard South Campus by the end of 2026. Starting in 2023, Vineyard will meet biannually with the UVU Associate Vice President of Facilities Planning to coordinate planning efforts between the university and Vineyard City.
- The Forge Special Purpose Zoning District will be rezoned to allow for higher residential density. Currently, this district allows one third of the square footage to be dedicated to residential use. By the end of 2025, the city will increase the square footage allowance to one half.

Strategy H: Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.

- 1. The city will commission a city-wide parking study to analyze parking rates and provide recommendations for parking reductions to the city council by the end of 2026. Carrying out this study will require significant funding.
- 2. The Vineyard Redevelopment Agency (RDA) will provide funding for the construction of a parking structure to serve the multi-family units of the Vineyard Downtown District by 2028.

Strategy L: Reduce, waive, or eliminate impact fees related to moderate income housing.

- 1. The city will establish a program to reduce, waive, or eliminate impact fees related to moderate income housing. A draft plan will be presented to the City Council by the end of 2024.
- 2. The city will commission a study which will include analyzing reductions of impact fees for moderate income housing units by the end of 2024.

Strategy Q: Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act

 The city was successful in receiving the HTRZ designation from the State of Utah; Moving forward, the city will set up an HTRZ Board to oversee, manage, and analyze the project to ensure that 11% of the units are deed restricted to provide moderate income housing. This Board shall be established by the end of 2023.

Strategy V: Develop and adopt a station area plan in accordance with Section 10-9a-403.1 of Utah State Code.

- 1. Choose a consultant by the end of the first quarter 2023.
- 2. Process will initiate at the end of the second quarter of 2023.
- 3. The city will develop and adopt a station area plan by the end of 2024.

On Friday January 13, 2023, the Department of Workforce Housing confirmed that, as written, these strategies and their associated implementation measures and benchmarks are sufficient to meet the requirements of the State Code—each strategy is supported by specific benchmarks and timeless for implementation. The next step is for Vineyard to adopt the proposed ordinance, Ordinance 2023-04, and to resubmit the report to the Department of Workforce Services. It is important to note that Strategies N and O from 10-9A-403 have been removed from Vineyard's MIHP. Identifying measures, benchmarks, and timelines for these strategies requires more time for well-thought about planning than Vineyard has before the February 16, 2023, deadline. Therefore City Staff thought it best to remove these strategies from Ordinance 2023-04, and would be revisiting these in further detail at a later time. Strategies N and O were not required by the State to come into compliance with their requirements.

ATTACHMENTS

Ordinance 2023-04.

VINEYARD ORDINANCE 2023-04

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, UPDATING THE CITY'S MODERATE INCOME HOUSING PLAN WITHIN THE GENERAL PLAN TO **MEET THE REQUIREMENTS OF HB462 'HOUSING AFFORDABILITY** AMENDMENTS', PASSED IN 2022; INTENDED TO HELP UTAH ADDRESS ITS SIGNIFICANT CHALLENGES ON HOUSING AVAILABILITY AND AFFORDABILITY: UPDATES STRATEGIES FOR MODERATE INCOME HOUSING AND PROVIDES IMPLEMENTATION ELEMENTS, WHICH **INCLUDE TIMELINES WITH SPECIFIC BENCHMARKS FOR EACH CHOSEN** STRATEGY REQUIRED TO BE SELECTED FROM UTAH STATE CODE 10-9A-403. VINEYARD CITY HAS A FIXED GUIDEWAY TRANSIT STATION AND THEREFORE, MUST ADOPT A MINIMUM OF FIVE (5) STRATEGIES, TO **INCLUDE STRATEGY V AND EITHER STRATEGY G, H, OR Q. THIS ORDINANCE MEETS THOSE REQUIREMENTS WHICH WERE** COMMUNICATED TO THE CITY BY THE DEPARTMENT OF WORKFORCE HOUSING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the significant growth experienced by the City and by the State as a whole requires municipalities, metro townships, and counties by law to plan for moderate income housing; and,

WHEREAS, the City has updated the General Plan to ensure compliance with State Code; to fully reflect a determination to create an opportunity for a variety of housing to meet the needs of people of various income levels living, working, or desiring to live or work in the community; while also allowing people of various incomes to benefit from and fully participate in all aspects of neighborhood and community life; and,

WHEREAS, the General Plan sets vision statements, goals, and action strategies for moderate income housing that will be implemented through the Vineyard Zoning and Subdivision Ordinances, financial resources leveraged by the City, development community, and state and federal grants; and,

WHEREAS, the Planning Commission held a public hearing on February 1, 2023, and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council on February 1, 2023; and,

WHEREAS, the Vineyard City Council reviewed the proposed updated General Plan and considered the recommendations of the Planning Commission, evidence and testimony presented by City staff and other interested parties. **NOW THEREFORE**, be it ordained by the Council of the Vineyard, in the State of Utah, as follows:

SECTION 1: <u>AMENDMENT</u> "9.08.010 Goal 1" of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

9.08.010 Goal 1

PROVIDE OPPORTUNITIES FOR MODERATE INCOME HOUSEHOLDS TO PURCHASE ATTAINABLE HOUSING TO SUPPORT THE ECONOMIC VITALITY OF THE COMMUNITY.

- 1. **STRATEGY 1:** Identify and work with affordable housing programs like the Housing Authority of Utah County that will assist moderate income households in being able to purchase homes through voucher programs and discounts.
- 2. **STRATEGY 2:** Increase the availability of affordable single-family units by identifying areas that will be best suited for moderate income housing and incentivizing developers to undertake these projects.
- 3. **STRATEGY 3:** Incentivize the development of a range of housing types, including attached dwellings and multi-family units for purchase by streamlining development processes for units that will be affordable to moderate income households.
- 4. **STRATEGY 4:** Ensure that future regulations do not inhibit the development of moderate-income housing in appropriate locations and that the necessary infrastructure is available to support these projects.
- 5. STRATEGY 5: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality. STRATEGY 6: Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that ageney's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing.

6.

SECTION 2: <u>AMENDMENT</u> "9.08.020 Goal 2" of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

9.08.020 Goal 2

ENCOURAGE AND PROMOTE AFFORDABLE HOUSING DEVELOPMENTS BY INCENTIVIZING DEVELOPERS TO BUILD THIS TYPE OF HOUSING.

- 1. **STRATEGY 1:** Establish developer incentives that promote the construction of a variety of housing types including smaller, affordable units.
- 2. **STRATEGY 2:** Adopt ordinances which allow for a variety of residential areas and building types providing for a range of housing alternatives and densities to meet the needs of a diverse population.
- 3. **STRATEGY 3:** Reduce, waive, or eliminate impact fees related to moderate income housing.
 - a. The city will establish a program to reduce, waive, or eliminate impact fees related to moderate income housing. A draft plan will be presented to the City Council by the end of 2024.
 - b. The city will commission a study which will include analyzing reductions of impact fees for moderate income housing units by the end of 2024.
- 4. **STRATEGY 4:** Develop and adopt a station area plan in accordance with Section 10-9a-403.1 of Utah State Code.
 - a. The city will choose a consultant by the end of first quarter 2023.
 - b. The planning process for this project will initiate at the end of the second quarter of 2023.
 - c. The city will develop and adopt a station area plan by the end of 2024.

SECTION 3: <u>AMENDMENT</u> "9.08.030 Goal 3" of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

9.08.030 Goal 3

PROVIDE THE FRAMEWORK FOR THE SUCCESSFUL INTEGRATION OF A MIX OF HOUSING TYPES IN THE COMMUNITY'S VARIOUS NEIGHBORHOODS.

1. **STRATEGY 1:** Identify sites to consider for affordable housing development, including higher density housing on smaller lot sizes to offer a mix of housing options

that appeal to a variety of population demographics.

- 2. **STRATEGY 2:** Introduce and integrate rental units and moderate- income housing into neighborhoods by allowing higher-density development to act as a buffer between commercial and lower density, more affluent single-family residential areas.
- 3. **STRATEGY 3:** Encourage an appropriate mix of housing types and styles and require appropriate code compliance and property maintenance to sustain neighborhood individuality, quality and appearance.
- 4. **STRATEGY 4:** Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
 - a. The city will work with UVU to ensure the establishment of a residential mixed-use zone to accommodate on-campus living with ground-level commercial uses within the Vineyard South Campus by the end of 2026. Starting in 2023, the city will meet biannually with the UVU Associate Vice President of Facilities Planning to coordinate planning efforts between the university and Vineyard City.
 - <u>b.</u> The Forge Special Purpose Zoning District will be rezoned to allow for higher residential density. Currently, this district allows one third of the square footage to be dedicated to residential use. By the end of 2025, the city will increase the residential square footage allowance to one half.
- 5. **STRATEGY 5:** Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
 - a. The city will amend the zoning code to allow for mobile housing types intended for long-term placement to be utilized as accessory dwelling units such as tiny homes, modular homes, and prefabricated homes by the end of 2025. These housing types must adhere to a permanent foundation.
- 6. **STRATEGY 6:** Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's owner vehicle, such as residential development near major transit investment corridors or senior living facilities.
 - a. The city will commission a city-wide parking study to analyze parking rates and provide recommendations for parking reductions to the City Council by the end of 2026. Carry out this study will require approval of funding.
 - b. The Vineyard Redevelopment Agency (RDA) will provide funding for the construction of a parking structure to serve the multi-family units of the Vineyard Downtown District by the end of 2028.
- 7. **STRATEGY 7:** Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.

1.

SECTION 4: <u>REPEALER CLAUSE</u> All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 5: <u>SEVERABILITY CLAUSE</u> Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 6: EFFECTIVE DATE This Ordinance shall be in full force and effect from February 8, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer				
Tyce Flake				
Amber Rasmussen				
Mardi Sifuentes				
Cristy Welsh				
Presiding Officer		Attest		

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder, Vineyard



VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date:	February 1, 2023
Agenda Item:	The Forge Development Agreement
Department:	Community Development Department
Presenter:	Morgan Brim
Applicant:	Dakota Pacific Real Estate

Background/Discussion:

The applicant, Dakota Pacific, is proposing an updated master plan for the Forge mixed use project of 38 acres north of the Megaplex Theater. This plan continues the city's focus on small block sizes and enhanced pedestrian accessibility. The agreement will put forth a plan for infrastructure improvements and new residential and commercial development. While this Development Agreement (DA) is separate from the Tax Increment Financing Agreement (TIF) it is anticipated they will be approved concurrently and the DA references the TIF value.

Development Agreement Elements:

This agreement sets forth a new vision and master plan for the Forge project area. This agreement does not include the IHC block G which is owned separately. The project area is served by a public street, 650 North, to the south of the site and by private streets internally.

Land Uses

Several land uses are proposed for the project area including retail, dining, entertainment, professional office, hotel, and residential. A central modification from the zoning ordinance removes the requirement for twothirds of the building square footage to be dedicated towards commercial uses. The applicant has indicated the market for



professional office has changed significantly which decreases the demand for a project weighted toward commercial and proposes up to 1,500 multifamily units with a decreased amount of commercial. The agreement provides for short-term rental units within the development which serves a hybrid commercial-type use as the city would benefit from transient room tax and the purchasing power of visitors within the retail district. The agreement contemplates the creation of a retail corridor and designates areas for street frontage retail. Two urban plazas are provided centrally in the property anchored by dining.

Ground floor areas must include at least 50% commercial square footage of the overall project and not less than 20% of the ground floor square footage in any block. Phase one of the project allows



3-acres or 300 dwelling units, whichever comes first, to be constructed with 30 square feet of commercial per unit.

Open Space/Public Use

The proposal includes unique open spaces enhanced with amenities geared toward visitors, employees, and residents of the project. The project contains a central shared street running east to west through property between Mill Road and Geneva Road. The street will be designed with unique surfaces, landscaping, and significant attention to the pedestrian experience. The shared street is bookended by parks on the east and west sides of the project area. Residential buildings will contain courtyard spaces programmed with amenities for their residents. The applicant is proposing a land dedication of a 1-acre public park on the south side of block H. The city is working with the developer to include a future fire and police station and language has been added to the agreement ensuring both the city and developer work in good faith towards a land purchase. An alley running through block F will provide pedestrian only access. This corridor will be programmed with dining and social gathering areas. It also serves to enhance connections with the Yard development to the south.

> Parking

The applicant is proposing parking structures within most blocks of the project area. Roadways will contain on street parking to provide efficient access to retailers. A portion of the property may contain surface parking. The applicant indicated they are trying to add a grocery store to the project and noted surface parking would be included. The Planning Commission requested a parking management plan to be approved with the first project site plan. The commission additionally requested a parking study like what was incorporated into the Vineyard Downtown Zoning Code. This study would occur following an early residential phase occupancy to determine project parking requirements. The study would automatically amend parking requirements to right size parking inventory of later phases.

Planning Commission and City Council Review:

A public hearing was held before the Planning Commission on January 18, 2023, and City Council on January 25, 2023. Members of the public spoke during these hearings. One citizen spoke in favor of the project and noted additional multifamily is positive for the city. Other citizens indicated their concern regarding parking, transportation, and lack of transit. General concerns regarding utility capacity for power, water, and wastewater were expressed. Building height was mentioned as a concern with potential for blocking views of mountains to the east.

The public hearings were officially closed, and the application was continued to this February 1st meeting. The commission requested a final draft of the development agreement with all forthcoming amendments requested by staff and those mentioned in the public hearing. The updated agreement includes the following changes:

- Defining modification process to the concept plan of the Development Agreement
- Including commercial uses with phase one of the development
- Change to reference City's Future Laws instead of City Vested Laws as it relates to signs and short term rentals
- Adding a provision for parking management plan and a study to occur at specific phases of the project



VINEYARD PLANNING COMMISSION STAFF REPORT

- Baseline improvements for the public park are clarified
- Impact fees to be assessed at the time of building permit fees.
- Utility and infrastructure studies
- City to consider land purchase for future public safety facility
- Detention facilities not counting towards open space, unless the facilities are provided underground, and it is determined the quality of the open space is maintained.
- Clarifying phasing of open space and amenities
- Update the concept plans to be consistent between exhibits
- Language indicating the developer will work with the city and UTA to enhance transit access to the project

Recommendation & Additional Options:

Staff recommends approval of the development agreement with the proposed modifications.

The following options are available for the Planning Commission:

Option 1: Approval of the development agreement as proposed.

Option 2: Approval of the development agreement with modifications.

Option 3: Denial of the development agreement.

Sample Motion:

"I move to recommend approval of Resolution 2023-02 to the City Council for the Forge Development Agreement, as presented."

Or

"I move to recommend approval of Resolution 2023-02 to the City Council for the Forge Development Agreement with the following modifications..."

Or

"I move to recommend denial of Resolution 2023-02 to the City Council for the Forge Development Agreement."

Attachments: Resolution 2023-02 Development Agreement and Concept Plan

RESOLUTION 2023-02 A RESOLUTION OF THE CITY OF VINEYARD, UTAH ESTABLISHING A DEVELOPMENT AGREEMENT BETWEEN VINEYARD CITY, COTTONWOOD GENEVA LLC.

WHEREAS, Vineyard is authorized to enter into a development agreement with for the betterment of the public with land developers; and

WHEREAS, the Planning Commission held a public hearing on January 18, 2023, and after fully considering public comment and staff analysis recommended approval to the City Council on February 1, 2023; and

WHEREAS, the City Council having reviewed the proposed development agreement, held a public hearing on January 25, 2023; and

WHEREAS, the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public, adopts the proposed development agreement on February 8, 2023.

NOW, THEREFORE, be it resolved by the City Council of Vineyard, in the State of Utah, as follows:

Section 1. <u>Approval:</u> The City Council of Vineyard City hereby approves the attached development agreement.

Section 3. <u>Severability Clause</u>. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution; and all sections, parts, and provisions of this Resolution shall be severable.

Section 4. <u>Effective Date</u>. This Resolution shall be in full force and effect from February 8, 2023, and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD CITY COUNCIL ON THIS 8th DAY OF FEBRUARY 2023.

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder

WHEN RECORDED, RETURN TO: c/o Dakota Pacific

Attn: Scott Swallow 299 S Main St., Ste. 2450 Salt Lake City, UT 84111

DEVELOPMENT AGREEMENT FOR THE FORGE

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered into by and between VINEYARD CITY, a political subdivision of the State of Utah, and Cottonwood Geneva LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.

B. Developer owns the Property.

C. The Property is located within the boundaries of Vineyard City, Utah.

D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.

E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including, but not limited to, those provided for in Titles 17C of the Utah Code.

F. Developer has prepared that certain Concept Plan for the Property, which is attached hereto as Exhibit B.

G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.

I. The Parties understand and intend that this DA is a "development agreement" within the meaning of the Act and entered into pursuant to the terms of the Act.

J. The City finds that this DA and the Concept Plan conforms with the intent of the City's General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits: Definitions.

1.1 **Incorporation**. The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions**. As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 <u>Act</u> means the Municipal Land Use, Development, and Management Act, *Utah Code Ann.* § 10-9a-101 (2019), *et seq*.

1.2.2 <u>Applicant</u> means a person or entity submitting a Development Application.

<u>1.2.3 Area Median Income (AMI) means the Provo–Orem, Utah, Metropolitan</u> <u>Statistical Area median income as determined annually by the Department of Housing and Urban</u> <u>Development.</u>

<u>1.2.31.2.4</u> Association means an entity that Developer may establish to operate and maintain common areas or open spaces of the Project.

<u>1.2.4</u><u>1.2.5</u> Budget means the Geneva Urban Renewal Project Area Budget.

1.2.51.2.6 Buildout means the completion of all of the development, both residential and commercial, on the entire Project in accordance with this DA.

<u>1.2.6</u><u>1.2.7</u> City means Vineyard City, Utah, a Utah political subdivision.

<u>1.2.7</u><u>1.2.8</u> City Council means the elected Vineyard City Council.

 $1.2.8 \underline{1.2.9}$ City's Future Laws means the ordinances, policies, standards, and procedures that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this DA.

<u>1.2.9</u><u>1.2.10 City's Vested Laws</u> means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date.

 $\frac{1.2.10}{1.2.11}$ Concept Plan means the graphic depiction of the Project to be developed on the Property as generally shown on Exhibit B attached hereto, and as may be amended or supplemented from time to time.

1.2.111.2.12 DA means this Development Agreement, including all of its Exhibits.

<u>1.2.12</u><u>1.2.13</u> Default means a material breach of this DA as specified herein.

 $\frac{1.2.13}{1.2.14}$ Denial means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, excluding review comments or "redlines" by City staff.

1.2.141.2.15 Developer means Cottonwood Geneva LLC, a Utah limited liability

4864-8404-8702 4867-0438-3566 company, and its assignees or transferees as permitted by this DA.

<u>1.2.151.2.16</u> Developer's Reimbursable Expenses means all costs incurred by Developer in developing, acquiring, or installing Project <u>structured</u> parking improvements as required by the Zoning, Project common area elements (public or private) improvements, or Project open space (public or private) improvements, or Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area.

1.2.161.2.17 Development means the development of all or a portion of the Property pursuant to one (1) or more approved Development Applications.

<u>1.2.17</u><u>1.2.18</u> <u>Development Application</u> means a complete application to the City for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, <u>site plans</u>, building permits or conditional use permit), certificate or other authorization from the City required for Development of the Project.

<u>1.2.18</u><u>1.2.19</u> Effective Date means the date this DA is approved by the City Council.

<u>1.2.19</u><u>1.2.20</u> Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann*. § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

<u>1.2.20</u><u>1.2.21</u> Final Unit Count means the total number of Units within the Project, which number shall be no more than the Maximum Units.

1.2.21<u>1.2.22 Ground Floor Area</u> means the square footage measurement of the developable portion of each Parcel, which shall exclude roads, rights-of-way, utility easements, surface parking, exterior common area elements (public or private), and open space (public or private). Developer will plan and designate Ground Floor Area as residential or non-residential/commercial in each Parcel, and a single Parcel may contain both residential and non-residential Ground Floor Area.

 $\frac{1.2.221.2.23 \text{ Ground Floor Commercial Street}}{1.2.221.2.23 \text{ Ground Floor Commercial Street}} \text{ means a private or public road where the ground floor of buildings within the Project facing said road are required to have non-residential/commercial uses on the ground floor. Designated Ground Floor Commercial Streets are shown on <u>Exhibit C</u>.$

<u>1.2.23</u><u>1.2.24</u> Intended Uses means the use of all or portions of the Property for multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail, and associated facilities); and all other uses approved by the City in accordance with the City's Vested Laws.

 $\frac{1.2.241.2.25}{1.2.25}$ Maximum Units means the Development of Units on the Property of a maximum of one thousand five hundred (1,500) Units.

<u>1.2.25</u><u>1.2.26</u> Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.

<u>1.2.261.2.27 Parcel</u> means a portion of the Property that is created by Developer for Development according to the Concept Plan.

1.2.271.2.28 Party/Parties means, in the singular, either Developer or the City; in the

4864-8404-8702 4867-0438-3566 plural, Developer and the City.

1.2.281.2.29 Plan means the Geneva Urban Renewal Project Area Plan.

1.2.291.2.30 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

 $\frac{1.2.30}{1.2.31}$ Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.311.2.32 Project Area means the Geneva Urban Renewal Area created under Title 17C of the Utah Code.

1.2.321.2.33 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.331.2.34 Property Increment means the Tax Increment generated by development within the Property and received by City's Redevelopment Agency and pursuant to an interlocal or other agreement to be executed by any applicable taxing entities in the Project Area.

1.2.341.2.35 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to culinary water and sanitary sewer improvements; storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.351.2.36 Redevelopment Agency or Agency means the Vineyard Redevelopment

Agency.

 $\frac{1.2.36}{1.2.37}$ Subdeveloper means a person or entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer who purchases a Parcel for development.

1.2.371.2.38 Tax Increment has the same meaning set forth in Utah Code § 17C-1-102(61) which is:

... the difference between:

(i) the amount of property tax revenue generated each tax year by a taxing entity from the area within a project area designated in the project area plan as the area from which tax increment is to be collected, using the current assessed value of the property and each taxing entity's current certified tax rate; and

(ii) the amount of property tax revenue that would be generated from that same area using the base taxable value of the property and each taxing entity's current certified tax rate.

1.2.381.2.39 Unit means a structure or any portion thereof designed and constructed for multifamily occupancy as a residence or short-term, commercial occupancy, and located in one (1) or more buildings within the Project in the locations set forth on the Concept Plan.

1.2.1 <u>Zoning</u> means The Forge Mixed-Use District (FMU) zoning of the Property as further set forth in the City's Vested Laws.¹

2. **Development of the Project.**

2.1 **Compliance with this DA**. The Zoning and this DA establish and vest the development rights for the Project, including the general use, maximum density, and general configuration for the Project. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Zoning, and this DA. City agrees that Developer shall have the full power and exclusive control of the Property.

2.2 **Parcels Sold to Subdevelopers**. Developer may elect to sell one or more Parcels to a Subdeveloper, and any Parcel sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this DA.

2.3 **Phasing:** Configuration. Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City's Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to adjust the Concept Plan including variations to the exact locations and densities of the Units, building locations, exact locations of open space and parking, roads and rights-of-way and changes to building size, but in no event shall the Final Unit Count within the Project exceed the Maximum Units. Developer may modify the Private Roadways from what is depicted in the Master Plan to provide adequate connectivity throughout the Project. Notwithstanding the immediately preceding two sentences, Developer may not adjust the Concept Plan or site plan with respect to the "Anchors"² identified in Exhibit E to this DA without City staff administrative approval. Open Space, as defined in this DA, specifically the provisions and figure set forth in Section 2 of Exhibit E, shall be improved no later than the Development of immediately adjacent building(s), structure(s), Parcel(s); however, Developer may, in lieu of completing such immediately adjacent Open Space, provide the City a bond in the amount of 110% of the estimated cost, as determined by a qualified estimator, to complete the directly adjacent Open Space if the Developer provides evidence that other near-term construction will affect the Open Space to be installed. In addition, if there is a break in continuity of pedestrian pathways within a Parcel block through undeveloped Project areas, Developer shall provide temporary means, which are reasonably acceptable to the City, for functional use of the pedestrian pathway.

2.4 **Zoning**. City agrees that The Forge Mixed-Use District (FMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the general areas configured in the Concept Plan, as more particularly set forth below. City agrees that the Zoning, as applicable to the Project, shall be modified as set forth in <u>Exhibit D</u> attached hereto. If there is a conflict between the Zoning and <u>Exhibit D</u> to this DA, then <u>Exhibit D</u> to this DA shall control.

2.5 **Maximum Units**. Subject to this Section 2, at Buildout, Developer shall be entitled to have developed Units within the Project up to the Maximum Units.

¹ NTD: City comment: "should include any other applicable zoning provisions" – Developer response: this definition is limited to the zoning ordinance; the definition of "City's Vested Laws" appears to cover what is requested in this comment.

² NTD: "Anchors" to be identified in Exhibit E – roadway connectivity, pedestrian connectivity, primary areas (shared street, plaza, alley, etc.), amount of space, and others. 4864-8404-8702 5

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2.6 **Ground Floor Area**. At Buildout, the Ground Floor Area of each Parcel shall be at least fifty percent (50%) non-residential/commercial. The percentage of non-residential/commercial Ground Floor Area within the portion of the Project for which Development is completed shall not be less than twenty percent (20%) at any point in the timeline of Development of the Project. Notwithstanding the immediately preceding sentence, Developer may develop and construct up to three (3) acres of the Project as residential Ground Floor Area or three hundred (300) Units, whichever comes first, in an initial phase of the Project together with developing or constructing non-residential/commercial Ground Floor Area equal to at least 30 square feet for each residential Unit within such initial phase of the Project.

2.7 **Ground Floor Commercial Streets**. The Ground Floor Commercial Streets shall be developed and constructed in the locations as set forth on <u>Exhibit C</u> attached hereto.

2.8 Development Standards and Design Guidelines. Exhibit E attached to this DA establishes specific development standards and design guidelines, including, without limitation, the locations and design standards for the common area elements or open spaces of the Project, and shall apply to all Parcels within the Project. If there is a conflict between the Zoning and Exhibit E to this DA, then Exhibit E to this DA shall control. Common area elements or open spaces in a Parcel shall be constructed promptly after completion of any adjacent vertical construction of residential or non-residential structures in the same Parcel. Upon completion, Developer agrees to subject the portions of the Project common area or open space indicated in the Concept Plan to a public access easement, in favor of the City. The form and content of such public access easement shall be subject to each of the Parties' reasonable approval and such public access shall be of record with the Utah County Recorder's Office. The City and Developer acknowledge that a portion of the Project common area or open space, as depicted in the Concept Plan ("External Open Space") may be located outside of the City's current municipal boundaries. Such portion of the External Open Space, if owned or controlled by Developer, shall qualify toward the open space requirement under the Zoning, and Developer agrees to subject such portion of the External Open Space to an open space deed restriction and covenant, in favor of the City, allowing no buildings, structures, parking areas, streets, or roads, and only allowing underground utilities and open space uses in compliance with the City's Vested Laws, except as approved by the legislative body.³ The form and content of such restriction and covenant shall be subject to the City's reasonable approval and such restriction and covenant shall be of record with the Utah County Recorder's Office. Developer also agrees to cooperate with the City, at no more than minimal cost to Developer and without Developer incurring any liability, in any City action to include such portion of the External Open Space within the City's municipal boundaries, by municipal boundary line adjustment, annexation, or otherwise, if the City elects to pursue such action.

2.9 **Signage**. Signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the [City's Vested Laws⁴]City's Future Laws in effect at the time of submission of the applicable Development Application which are not more restrictive to the Project under the City's Vested Laws, or as approved as part of a comprehensive sign plan submitted by Developer to the City for administrative approval. The comprehensive sign plan shall be approved prior to the issuance of the first building permit within the Project.

2.10 **Short Term Residential Lease**. If the City enacts an amendment to the Zoning or City's Vested Laws allowing for the use of the Units as short-term rentals, also known as short-term residential lease, as a permitted use, then Developer may convert any Unit to short-term rentals, also known as short-term residential lease, subject to and in accordance with any such City's Future Laws.

³ NTD: Developer note: Need this language for the 45' strip of land along Geneva Road

⁴ NTD: alternative language being considered by Developer: "City's Future Laws in effect at the time of submission of the applicable Development Application"

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2.11 **Roadway and Parking Improvements**. Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity and development of the Project, and parking improvements as required by the Zoning. All amounts expended by Developer for the <u>structured</u> parking improvements as required by the Zoning shall be classified as Developer's Reimbursable Expenses and may be reimbursed to Developer by revenues generated by the Project Area as described in Section 4 below.

2.12 **Rescission Option**. It is anticipated that vertical construction within the Project will begin no later than July 31, 2024. If the City has not issued a building permit, and there has not been commencement of vertical construction under such building permit, on the Property on or before December 31, 2025 ("**Outside Date**"), then either Party may deliver notice to the other Party and the City and Developer shall meet within fifteen (15) business days after the delivery of such notice to discuss in good faith the status and circumstances of Project commencement or an extension of the Outside Date. If the Parties do not agree at such meeting to an extension of the Outside Date, then either Party may deliver notice to the other Party of rescission to the other Party to terminate this DA. Any such rescission must be hand-delivered, if at all, no later than thirty-two (32) days after the date of the meeting referenced in this subsection. Upon a Party's delivery of notice of rescission pursuant to this subsection, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

2.13 Parking.

2.13.1 Parking Management. The Developer shall submit to construct and maintain all Project parking in accordance with a City-approved parking management plan, which shall be approved by the City Planning Commission no later than the approval of the Development Application for the first site plan containing residential Units. The parking management plan shall include provisions for administration of the Project parking, including, without limitation, parking space allotment and usage monitoring, shared parking provisions, security provided, towing and enforcement plan, and signage delineating parking requirements. All parking shall be actively managed in accordance with the parking management plan. Developer will record the approved parking management plan as a covenant against the Property.

2.13.2 Parking Study.⁵ [Note – Developer is assessing the impact on ability to raise capital due to increased uncertainty, we understand the City's concern] The parking requirements set forth in Section 4.08.10.a of the Zoning, as modified by this DA, may be modified as provided in this Section 2.13.2. A parking study shall be conducted within 180 days after occupancy in the Project, as reasonably verified by Developer, of each of the following residential Unit amounts: 300 and 600 residential Units.⁶ Developer may also submit a parking study to the City for its reasonable approval at any time. Each parking study shall be completed by a qualified professional with demonstrated experience in conducting parking studies (a "parking expert"). The parking expert and the criteria for the parking study shall be established jointly in good faith by the City and the Developer. If the City and the Developer cannot agree on a parking expert or the criteria for the parking study, then the dispute shall be resolved as follows: the City and the Developer shall each nominate a parking expert within thirty (30) days from the date of a request for a parking study. The two parking expert shall conduct the parking study using criteria he or she develops following

⁵ NTD: Developer is confirming that we can accept this requirement. Researching the means and methods used for these studies and if we need to get more specific on how these studies are to be conducted.

⁶ NTD: After 600 units we should understand parking demand for the area well.

Developer would also like the right to submit a new parking study if surrounding shared uses have changed significantly. For example, the project adds an office building which adds shared parking capacity. 4864-8404-8702 7

consultation with the City and the Developer, which parking study shall be used to establish new parking requirements. To avoid the need to re-select a parking expert, the parking expert agreed upon by the Parties shall continue to function in the capacity as parking expert hereunder and the process of selecting a parking expert shall not occur more frequently than at seven-year intervals unless the previously-employed parking expert is unable to function in such capacity. The results of the parking study will modify the parking requirements of section 4.08.10.a of the Zoning if the parking study requires parking different than previously required in the Zoning, and the values of the parking study will govern the minimum parking requirements for future Development Applications.

2.14 **Affordable Housing Requirements**. The Project shall be constructed to comply with the following affordable housing requirements. Developer shall construct, allocate, and regulate affordable/workforce housing in accordance with this Development Agreement. Each affordable housing Unit constructed within the Project shall be subjected to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the affordable housing Units are in compliance with this DA and remain affordable to those employed in the area for a period equal to the reimbursement period for the Property Increment set forth in the participation agreement between Developer and the Redevelopment Agency, as contemplated in Section 4.1 below. Below are the standards the Developer shall use for satisfying its obligation to provide affordable/workforce housing:

2.14.1 (____) for-rent affordable housing Units ("AHU's").

2.14.2 All AHU's shall be rented to households earning 60% AMI or below.

2.14.3 The total number of AHU's to be provided may be increased if (i) the City and Developer agree on a location to allow surface parking within the Project for the AHU's; (ii) the Parties agree on the increased number of AHU's to be provided, which shall be based on the Developer's calculation of the value of the reduced construction cost for AHU's parking as surface parking rather than structured parking; and (iii) the approval of an amendment to this DA to provide for such surface parking and increased number of AHU's, as agreed.

2.14.4 In the alternative to Section 2.14.3, the City may request that the Developer provide that the Project AHU's be rented to households earning 70% AMI. If such a request is made, (i) this Section 2.14.4 shall govern over Sections 2.14.1 and 2.14.2, (ii) the AHU's shall be rented to households earning 70% AMI or below, and (iii) Developer will provide additional AHU's in an amount such that the Developer's total contribution toward AHU's, as reasonably calculated by Developer, for the Project is substantially the same as it would have been if the AHU's were rented to households earning 60% AMI.

2.14.5 The AHU's shall be delivered with each phase of Development that includes residential Units at a ratio of no less than one (1) AHU per sixty (60) market rate Units, up to the maximum required by this DA; however, the Developer may agree on a different delivery schedule.

2.14.6 All renters of AHU's will be required to certify annually to the City, or its designee, that they still qualify for the targeted percentage of AMI. Unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period. Upon expiration of the safe harbor period their lease will not be renewed, and the AHU will then be made available to a qualifying renter.

2.14.7 Subject to applicable law, Developer may offer AHU's with a priority to individuals employed as first responders or teachers, as verified by one form of proof of employment, and Developer may record an affirmative covenant, or by other desired mechanisms to provide record notice of such priority, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so 4864-8404-8702 8 as to ensure that the dwelling units are oriented toward persons employed in the such capacities.

3. <u>Vested Rights</u>.

Vested Rights Granted by Approval of this DA. To the maximum extent permissible 3.1 under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City's Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses and the uses in the FMU Zoning as in effect and made applicable to Property as of the Effective Date. Subject to Section 2.5 above, City further confirms that Developer is vested with the right to locate buildings of the type described and generally depicted, along with contemplated configurations, and densities consistent with Zoning, this DA, and the City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase Unit density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, to assist in the development of the Property.

3.2 **Exceptions**. City's Future Laws with respect to development or use of the Property shall not apply, except as follows:

3.2.1 <u>Developer Agreement</u>. City's Future Laws that Developer agrees in writing apply to the Project;

3.2.2 <u>State and Federal Compliance</u>. City's Future Laws that are generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.2.3 <u>Codes</u>. The City's engineering requirements, approval, and supplemental specifications for public infrastructure, and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 <u>Taxes</u>. Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the City, which right is hereby reserved;

3.2.5 <u>Fees</u>. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City's jurisdiction (or a portion of the City's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.2.6 <u>Impact Fees</u>. Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the City or any other lawful agency, district, or public utility.

3.2.7 <u>Compelling, Countervailing Interest</u>. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann*. § 10-9a-509(1)(a)(ii)(A) as proven by the City by clear and convincing evidence, of which jeopardy the City was not reasonably aware of at the time of the execution of this DA.

3.3 **Legal Challenge**. Should any third party not a Party hereto challenge this DA or the related approvals within thirty-one days (31) days of the Effective Date, Developer shall have the right to unilaterally rescind this DA by delivering notice to City no later than one-hundred-eighty (180) days of the Effective Date.

3.4 **Intent Regarding Administration and Amendment of this DA**. The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

4. <u>Tax Increment Financing and Similar Assistance</u>.

4.1 Project Area / Rescission Option. The Agency and the City have created the Project Area through adoption of the Plan and the Budget, which includes the Property and other land. In conjunction with the Project Area, the City shall use reasonable efforts to approve an interlocal agreement with the Redevelopment Agency whereby the City agrees to contribute a portion of the Tax Increment generated within the Property to the Agency for purposes of Development of the Project for a period of up to thirty (30) years. The City shall also use reasonable efforts to support the Redevelopment Agency in securing the participation of other Taxing Entities under substantially similar terms to those under which the City is participating. If the Redevelopment Agency has not approved a participation agreement within one (1) year after the Effective Date in a form reasonably acceptable to Developer as contemplated by this DA, Developer may elect to terminate this DA by delivering Notice to City and upon delivery of such Notice, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. The Parties shall work together in good faith to seek a participation agreement that includes the following provisions: (i) seventy-five percent (75%) of the Property Increment shall be available for reimbursement of Developer's Reimbursable Expenses and (ii) each budget for Developer's Reimbursable Expenses shall include interest of at least 8%, or such other interest rate as set forth in separate agreement with the Redevelopment Agency, from the time the cost was incurred until reimbursed to Developer. The Property Increment collection period for each individual reimbursement period shall be for a period of not less than thirty (30) years dating from the day on which the last of Developer's Reimbursable Expenses is incurred, payable, however, in accordance with the terms of the participation agreement. Developer's Reimbursable Expenses shall be reimbursable from Property Increment and County shall use its best efforts to cooperate with Developer in creating such a financing vehicle to provide Developer with the maximum amount of financial assistance allowable at law. The Project Area shall not be expanded or modified without Developer's written consent.

4.2 **Surplus Revenues**. The Parties acknowledge that from time-to-time and over the term of the Project Area or any other financing vehicle, there may be revenues generated that exceed the costs of the required Public Infrastructure. The Parties further acknowledge that it may be in the interest of both of the Parties to use, insofar as permitted by applicable law, some or all of those excess proceeds for Developer to bring in high-quality end-users by such means as assistance with tenant improvements, creation of visual

and physical amenities, and other elements that contribute to the environment of the Project. The Parties shall negotiate in good faith for the distribution of any such excess proceeds in a manner that maximizes the incentives to generate measurable results such as high-skilled and high-paying employment. Excess proceeds may also be utilized, insofar as permitted by applicable law, for the uses described in the Plan created in connection with the Project Area.

4.3 Failure of Revenues. The ability of the Project Area or other financing vehicle to generate sufficient monies to reimburse or otherwise pay the City and the Developer for costs and expenses incurred as provided in this DA is consideration for the Parties to enter into this DA and a material, integral term hereto. Should the Project Area or other financing vehicle prove unable to generate sufficient monies, the Parties agree it will render performance under this DA impossible or impracticable and pointless and shall operate either to discharge all of each Party's obligations hereunder or, at the Developer's discretion, allow them to negotiate a mutually satisfactory reformation.

4.4 **Public Infrastructure District**. Developer may elect to petition the City to create a Public Infrastructure District ("**PID**") pursuant to Utah Code § 17D-4-101 *et seq*. for the Property in addition to or in place of the Property Increment participation. The City shall review and reasonably consider Developer's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. If Developer elects to proceed with the creation of a PID, the City shall cooperate in the formation and operation of the PID.

5. <u>**Term of Agreement**</u>. The initial term of this DA shall be thirty-five (35) years beginning on the Effective Date, and will automatically extend for successive periods of five (5) years each, unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term.

6. **<u>Intentionally Omitted</u>**.

7. <u>Processing of Development Applications</u>.

7.1 **Processing of Development Applications; City Denial of a Development Application**. City agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other Development Application. If the City denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the City's Vested Laws (or, if applicable, the City's Future Laws), or any other applicable law. City agrees to table final decision on a Development Application, rather than issuing a Denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "Meet and Confer" process outlined below. Notwithstanding Vineyard Municipal Code 15.24.110, Developer may resubmit a denied Development Application after addressing the reasons for Denial communicated by the City.

7.2 **Meet and Confer regarding Development Application Denials**. Upon written request by Developer, the City and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or Denial to discuss how the Developer may resolve the issues specified in the tabling or Denial of a Development Application.

7.3 City Denials of Development Applications Based on Denials from Non-City Agencies.

If the City's Denial of a Development Application is based on the denial of the Development Application by a non-City agency, if Applicant chooses to appeal such Denial, the appeal shall be through the appropriate procedures for such a decision and not through the processes specified herein.

8. <u>Application Under City's Future Laws</u>. Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on City's Vested Laws for other Development Applications.

9. <u>Public Infrastructure and Utilities</u>.

9.1 **Construction by Developer**. Other than for those elements of Public Infrastructure otherwise specified in this DA that may be constructed by the City or agencies it controls or constructed prior to the Effective Date, Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impacts of the Project; the City shall be responsible for the cost of any enhancements to such Public Infrastructure that exceed the roughly proportionate (as determined by law) impacts of the Project but, for reasons of convenience or efficiency, may be constructed along with the Project. For such Public Infrastructure, the City and Developer shall memorialize their mutual responsibilities for the costs, the scope and manner of construction, and manner of reimbursement in a separate, subsequent reimbursement agreement, including without limitation, the following Public Infrastructure improvements:

9.1.1 Construction of the <u>SouthGeneva Trail</u> Park located in Block H (as so identified in the Zoning), as identified in the Concept Plan, including, without limitation, amenities such as restrooms, playground, grass, irrigation, maintenance shelter, and parking. Developer will agree to <u>donatededicate</u> up to one (1) acre of land to the City and will install the improvements for such park, provided an agreement is executed with the City or the Redevelopment Agency to reimburse the Developer upon substantial completion of such improvements, with such reimbursement or financing to be separate from that described in Section 4 above. The land donation contemplated in this Section shall occur at the earlier of (i) the recording date for the sale of land to the City in Block H, pursuant to Section 9.1.3, (ii) the first subdivision plat recorded on Block H after the Effective Date, and (iii) prior to the approval of the first site plan on Block H after the Effective Date. The location of the Park within Block H shall be determined at the time of the final plat Development Application submission. Notwithstanding anything to the contrary in the foregoing, the land donation shall not occur later than the date on which certificates of occupancy of the first 750 residential Units are issued.

9.1.2 The East Gateway Linear Park, as identified in the Concept Plan and in Exhibit E, will be located along Geneva Road, near the intersection of the Vineyard Connector, and abuts future anticipated public improvements for the City's Geneva trail system. Developer and City shall jointly work together in good faith to design the East Gateway Linear Park to provide a minimum width of fifty feet (50') between Geneva Road and the façade(s) of the adjacent buildings within the Project. Developer shall provide the features outlined in Section 4(g) of Exhibit E on the Property or, if with City approval any portion of the East Gateway Linear Park improvements are located on public-owned property, then Developer will reimburse to City or the public entity constructing the East Gateway Linear Park the value (as reasonably determined by Developer and the City engineer) of the East Gateway Linear Park

improvements to be located on public-owned property and that would otherwise be located on the Property pursuant to this $DA.^{2}$

9.1.3 The negotiation in good faith for Developer's sale to the City of approximately 1.5 to 2.0 acres within Block H for the construction of a public safety facility. Developer and City shall commence negotiation and planning for such sale upon the Effective Date and pursue a letter of intent for such sale within [__] months after the Effective Date, providing for a closing of such sale within [__] months after the Effective Date.

9.1.4 Developer agrees to work in good faith to bring public transit options to the Project. The Developer also agrees to cooperate in good faith with the Utah Department of Transportation (UDOT) and applicable entities in support of pedestrian path from the Project to the Vineyard UTA Front Runner Station.

9.2 **Financial Assurances**. If, and to the extent required by the City's Vested Laws, unless otherwise provided by the Act or this DA, financial assurances for any Public Infrastructure is required by the City or an agency it controls, then Applicant shall provide it in a form acceptable to the City or the agency it controls as specified in the City's Vested Laws. Partial releases of any such required financial assurances shall be made as work progresses based on the City's Vested Laws.

9.3 Upsizing/Reimbursements to Developer. The Developer shall complete capacity studies for all City utilities required to serve this Project. The City shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Developer shall not refuse any request from the City to upsize Public Infrastructure if the costs to be paid by the City for such upsizing are within industry standards. Furthermore, if approved on a case-by-case basis by the City Council, Developer shall be eligible to receive credits against impact fees or any other fees that City may assess, as compensation for any such upsizing or system improvements. The Developer shall make like sized connections to those utilities as those which are already in place. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. Subject to Section 3.2, all impact fees charged by the City in connection with the development of the Property and the approval of Plats or site plans shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9.4 **Culinary Water and Sanitary Sewer Improvements.**⁸ Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development designs. City agrees to provide Developer "will serve" commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Property.

9.5 **Storm Water Improvements**. Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as

⁷ NTD: to be discussed with City.

⁸ NTD: Project water needs to be discussed further.

contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions. Stormwater facilities shall not apply towards qualifying Open Space required by the Zoning unless the quality of the Open Space is reasonably deemed usable by the City Community Development Director.

9.6 **Electrical and Natural Gas, and Telecommunication Utilities**. The City agrees to cooperate with Developer and public utility service providers in their efforts to ensure that sufficient electrical capacity and transmission infrastructure and natural gas capacity and transmission is present to serve the Property.

9.7 **City Services**. City shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, storm water and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the City Council, which rates may not differ materially from those charged to others in the City's boundaries. City also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

9.8 **Transportation**. The Developer shall maintain transportation infrastructure to City standards and specifications in accordance with City's Vested Laws. If the Developer proposes a design that is not within the City standards or specifications, the Developer shall provide standards and specifications which are reasonable within industry standards. Deviations from City standards shall be reviewed by the City Engineer and may be approved to be incorporated into the approved Development Application. The City shall allow reasonable access to the City public right of way and public utility easements as applicable for the development of the approved development plans. The Developer shall provide the City applicable access and easements for public transportation within the Development. The City cannot dedicate access to non-city rights-of-way or easements; the Developer shall be responsible for coordination and approval for those requests.

9.9 **Infrastructure Studies**. The Developer shall conduct applicable studies to determine the development requirements for services and its impacts to the City and other public utility infrastructure. These studies shall include water, wastewater, stormwater, electrical, transportation impact studies, parking, and other studies as determined by the Community Development Director or City Engineer in accordance with the City's Vested Laws. The City may obtain, at its cost, its own studies regarding the development requirements for services and its impacts to the City and other public utility infrastructure. The parties shall use all such studies reasonably and lawfully make the final determination of required improvements to the existing infrastructure that may be impacted by the proposed development.

9.10 Acceptance of Public Infrastructure and Rights-of-Way. The City intends to accept public infrastructure and rights-of-ways that serve the interests of the public. Subject to the vested rights in this DA, the Developer shall provide to the City public infrastructure and rights-of-way which meet or exceed the City standards and specifications, or which have been conferred as requirements during the Development Application. The Developer shall not transfer dedication of public infrastructure or right-of-way without the direct consent from the City Engineer. If the development improvements are within non-city jurisdiction, then the City cannot guarantee or coordinate approvals and dedication of those improvements not within the City jurisdiction.

9.11 **Non-City Coordination**. The Developer shall coordinate with adjacent City agencies, to include City, State, County, local District, and Utility agencies for design reviews, access needs and 4864-8404-8702 14

approvals as required for the Developer's proposed development design. The City shall not coordinate these reviews for the Developer. The City may provide mediation between Developer and non-city agency to resolve issues which may arise.

10. **Default**.

10.1 **Notice**. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

10.2 **Contents of the Notice of Default**. The Notice of Default shall:

10.2.1 Specific Claim. Specify the claimed event of Default;

10.2.2 <u>Applicable Provisions</u>. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

10.2.3 <u>Materiality</u>. Identify why the Default is claimed to be material; and

10.2.4 <u>Cure</u>. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.3 **Remedies**. If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

10.3.1 <u>Law and Equity</u>. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

10.3.2 <u>Security</u>. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.3.3 <u>Future Approvals</u>. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

10.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this Agreement shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

10.5 **Public Meeting**. Before any remedy in Section 10.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6 **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

10.7 **Default of Assignee**. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

11. <u>Notices</u>. All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Cottonwood Geneva LLC 299 S Main Street SLC, Utah 84111 Attention: Scott Swallow Email: sswallow@dakotapacific.com

To Vineyard City:

Vineyard City 125 South Main Street Vineyard, Utah 84059 Attention: City Manager with copy to City Recorder Email: refer to City website

With a Copy to:

Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Craig T. Jenson Email: cjenson@swlaw.com

With a Copy to:

Hayes Godfrey Bell, P.C. 2118 East 3900 South, Suite 300 Holladay, Utah 84124 Attention: Jayme Blakesley Email: jblakesey@hgblaw.net

11.1 **Effectiveness of Notice**. Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1 <u>Hand Delivery</u>. Its actual receipt, if delivered personally or by courier service.

11.1.2 <u>Electronic Delivery</u>. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

11.1.3 <u>Mailing</u>. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

11.1.4 <u>Change of Address</u>. Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

12. <u>Headings</u>. The captions used in this DA are for convenience only and a not intended to be substantive provisions or evidences of intent.

13. <u>No Third-Party Rights/No Joint Venture</u>. This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. <u>Assignability</u>. The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer as provided herein.

14.1 **Related Entity; Subdevelopers**. Developer's assignment of all or any part of Developer's rights and responsibilities under this DA to any entity "related" to Developer (as defined by regulations of

4864-8404-8702 4867-0438-3566 the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project, Developer's pledging of part or all of the Project as security for financing, or Developer's assignment or partial assignment to a Subdeveloper, shall each be considered pre-approved by the City. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.2 **Non-Related Entity.** Developer's assignment of all or any part of the Developer's rights and responsibilities under this DA to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment. The City may object if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the City or other governmental entities, or any similar reason.

14.3 **Partial Assignment**. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

14.4 **Assignees Bound by DA**. Any assignee of all or any part of Developer's rights and responsibilities under this DA shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14.5 **Sale of Parcels**. The Notice, approval, and consent provisions set forth in this Section 14 do not apply to Developer's sale or lease of Parcels. Developer may sell or pledge part or all of the Project as security for financing without requiring City's approval.

15. <u>No Waiver</u>. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

16. <u>Severability; Invalidity</u>. If any immaterial provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this Agreement to the extent not precluded by law. In such an event, Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions and which implements the intent of the Parties under this Agreement.

17. **Force Majeure**. Any prevention, delay, or stoppage of the performance of any obligation under this DA that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable

substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

18. <u>**Time is of the Essence**</u>. Subject to the contrary provisions of this DA, time is of the essence to this DA and every right or responsibility shall be performed within the times specified.

19. <u>Appointment of Representatives</u>. To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Steve Borup. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

20. <u>Applicable Law</u>. This DA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. <u>Venue</u>. Any action to enforce this DA shall be brought only in the Fourth District Court for the State of Utah in Utah County.

22. <u>Entire Agreement</u>. This DA, and all Exhibits thereto, is the entire agreement between the Parties and supersedes, incorporates and merges all prior negotiations, representations and agreements, whether oral or written regarding the subject matter hereof. This DA may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. If there is a conflict between the Zoning and this DA, then this DA shall control.

23. <u>Mutual Drafting</u>. Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

24. **<u>Recordation and Running with the Land</u>**. This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the City's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable City Recorder and each party shall also have an identical copy.

25. <u>Exclusion from Moratoria</u>. The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann*. § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

26. <u>Authority</u>. The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. City is entering into this DA after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this DA, and entering into this DA, are legislative acts allowed and authorized by *Utah Code Ann*. § 10-9a-101, *et seq.*, including specifically *Utah Code Ann*. § 10-9a-102(2).

[Signature Pages Follow]

<u>4864-8404-8702</u> <u>4867-0438-3566</u>
IN WITNESS WHEREOF, the Parties hereto have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

COTTONWOOD GENEVA LLC,

a Utah limited liability company

By:			
Name:			
Its:			

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH) :ss. COUNTY OF_____)

On the ______day of ______, 20222023, personally appeared before me_______, who being by me duly sworn, did say that he/she is the _______ of Cottonwood Geneva LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

Signature Page to Development Agreement

CITY:

Approved as to form and legality:

Jayme Blakesley City Attorney

Attest:

Ì

Pamela Spencer City Recorder **VINEYARD CITY**, a Utah political subdivision

By:_____ Name: Julie Fullmer Its: Mayor

CITY ACKNOWLEDGMENT

STATE OF UTAH) :ss. COUNTY OF UTAH)

On the day of <u>20222023</u> personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.

NOTARY PUBLIC

<u>EXHIBIT A</u> [Legal Description of the Property]



Exhibit A to Development Agreement

LOTS 1, 2, 3, 4, 6, 7, AND 10, PLAT A, THE FORGE SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, UTAH

EXHIBIT B⁹ [Concept Plan]



*Building footprint is shown for conceptual purposes only. Building plans to be approved through site plan approval process.

⁹ NTD: Subject to updates. <u>4867-8498-3386</u>

<u>EXHIBIT C¹⁰</u> [Ground Floor Commercial Streets]



- Requires Ground Floor Commercial
 - Commercial Floor Area
 - Commercial Floor Area Parking
 - **Residential Floor Area**
 - Residential Floor Area Parking



EXHIBIT D¹¹ [Modifications to Zoning]

- 1. **4.04 Uses:** Commercial electric vehicle (EV) charging station is <u>an alloweda conditional</u> use on Block H.
- 2. 4.08.3 Residential Intensity. This section is replaced by the terms of the DA, including the provisions related to Maximum Units, Ground Floor Area, and Ground Floor Commercial Streets.
- **3. 4.08.4 Non-Residential Intensity:** This section is replaced by the terms of the DA, including the provisions related to Ground Floor Area and Ground Floor Commercial Streets.
- 4. 4.08.6 Setbacks: Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in the Concept Plan, Exhibit B. Block H shall be allowed minimum rear and side setbacks of 10 feet.
- 5. 4.08.8 Mixed Use Requirements: City acknowledges and agrees that the Concept Plan, Exhibit B, complies with the mixed use requirements.
- 6. **4.08.9.b Open Space:** This section is replaced with provisions related to open space and common area elements set forth in Section 2 of Exhibit E.
- 7. 4.08.10.a Parking: Add Commercial Lodging to the table: Commercial Lodging, 1 space per guest room. Change residential parking requirement to 1 stall per bedroom for up to two-bedroom dwelling units and 2.25 parking stalls per dwelling unit with 3 or more bedrooms. Shared parking credits as defined in the zoning code applies. Parking requirements may be modified pursuant to the provisions of Section 2.13.2 of the Development Agreement.
- 8. **4.08.10.b:** Replace the current text which states

"All parking stalls associated with a land use, whether shared or individually reserved, shall be located on the same block as the use for which they are intended"

with

"Shared parking on adjacent blocks may be utilized for commercial parking requirements, provided the route of travel from the nearest parking space to the commonly used entrance of the principal use served is within 750 linear feet.

9. **4.10.4 Block Structure:** City acknowledges and agrees that the Block Structure and intent of the building frontage in the Concept Plan shown in Exhibit B is approved.

10. 4.10.7.b: Add additional paragraph.

iii. Vineyard Connector and Geneva Road are 'Major Roads'. Buildings with more than one hundred fifty (150) feet of building facade facing major roads, shall include:

- <u>Residential Buildings</u>: at least one of the following: 1) a front door entrance that faces the Major Road for no less than 40% of the ground floor units facing Major Roads. Front entries shall include architectural interest and include a walkway to connect the front entry with the street's sidewalk; 2) 60% transparency as defined in paragraph 4.10.6.a of the Forge-Mixed Use Zoning Code for amenity space or other non-residential uses; or 3) facade finishes (visual interest, awnings, unique patters, etc.) or landscaping that exceed minimum zoning requirements.
- *Commercial Buildings*: one or more of the following: 1) increase the transparency at either the ground floor or upper floor by more than 10% vs. the requirement defined in paragraph 4.10.6.a

of the Forge-Mixed Use Zoning Code; 2) provide facade finishes (visual interest, awnings, unique patters, etc.) or landscaping that exceed minimum zoning requirements or 3) Create an entry that faces the Major Road.

10.11. **4.10.4.d.ii Building Height and Stepbacks:** Modify as follows (additions in <u>underline</u>):

Buildings can range from a minimum of twenty feet (20') to a maximum of one hundred-twenty five feet (125') for flat roofs or one hundred forty feet (140') for pitched roofs. <u>Staff may administratively</u> approve a minimum fifteen-foot (15') building height for retail stand-alone buildings less than 10,000 square feet. Any stories above the fourth story should stepback a minimum of ten feet (10') from the right of way line (Figure: Building Stepback) for no less than 50% of lineal feet of those building facades that face a Commercial Street or Stroll Street.

11. 4.10.10.iii: Staff may approve the removal of parallel parking along Frontage Street sections.

Blocks A & E, as defined in the Forge MU Zoning, shall be limited to five (5) stories or seventy-five (75) feet in height.

12. 4.10.12.c: Block H may utilize surface parking, subject to screening requirements in 4.10.11.f.

<u>EXHIBIT E¹²</u> [Development Standards and Design Guidelines <u>for Common</u> <u>Open Spaces</u>]

1) Purpose

The Forge Mixed Use ("MU") District is intended to encourage a mixture of commercial, office and residential uses within an urban village atmosphere. Development in the Forge MU District is intended to provide a pedestrian oriented, safe and attractive streetscape, and a controlled and compatible setting for residential and commercial development. The standards are intended to achieve established objectives for urban and traditional design, pedestrian amenities and land use regulation.

2) Common Open spaces

Open space is an essential amenity in a walkable, urban setting. Within The Forge, the primary common open spaces, as shown in Figure 1, are the Central Plaza, Central Shared Streets, the East and West Gateway Parks, the Retail Plaza, the Geneva Trail Park, and the Internal Alley. Except for the Geneva Trail Park, these open areas will be privately owned and accessible to the public via a recorded public access easement. The Geneva Trail Park land will be dedicated to the City, per paragraph 9.1.1 of this Agreement. The privately owned open space shall be maintained by the Property Owner's Association for the Project.



Figure 1 – Master Planned Open Space Areas

The developer shall provide the common open space areas, fully improved, in the acreage shown in Table 1, with a variance of no more than +/- 10% for each area and no less than a total combined common area open space of 5.9 acres. Notwithstanding the prior sentence the Geneva Trail Park improvements are subject to paragraph 9.1.1 of this Agreement. Although the final platted locations may vary from the Concept Plan, the primary pedestrian connection points from the future Geneva Trail to the west side of the Project and from the commercial development on the south to the Central Plaza shall be maintained. The design intent and features for each designated area that are described in this Exhibit shall also be provided.

3) General Requirements

a) Landscaping

- i) **Installation**. The installation of landscaping shall adhere to the following standards.
 - (1) **National Standards**. Best management practices and procedures according to the nationally accepted standards shall be practiced.
 - (a) Installation. All landscaping and trees shall be installed in conformance with the practices and procedures established by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.
 - (b) Maintenance and Protection. All landscaping and trees shall be maintained Table 1 – Common Open Space Designations and Size according to

Area Designation	<u>Size</u>
East Gateway Park	1.2 Acres
West Gateway Park	0.6 Acres
Central Shared Street	1.2 Acres
Central Plaza	1.1 Acres
Retail Plaza	0.3 Acres
Internal Alley	0.75 Acres
Amenity Open Space	0.75 Acres
Total Private Open Space	5.9 Acres
<u>Geneva Trail Park</u>	1.0 Acres
Total Open Space	6.9 Acres

National Standards Institute, including its provisions on prunin

Evergreen Tree

Understory Tree

Ornamental Tree

Ground cover

Shrubbery - Deciduous

Shrubbery - Table 2 Plant Size Red

(2) Installation. Landscaping shall be fully installed prior to the issuanc

(a) If seasonal conditions preclude the complete installation, a cash escrow or irrevocable letter of credit, equal to 1.5 times the installation costs as estimated by a qualified professional shall be delivered to the City.

protection, and safety.

- (b) Complete installation is required within nine months of the issuance of the temporary certificate of occupancy or occupancy permit or the cash escrow or letter of credit may be forfeited.
- (3) **Plant Size Requirements**. Plant material shall be sized according to *Table 2* at the time of installation, unless otherwise noted in this section.
- ii) Condition of Landscape Materials. The landscaping materials used shall be:

hall be	Total Open Space	6.9 Acres			
oruning, fert	e most recent edition ilizing, support syste certificate of comple	ms, lighting			
Plant Materia	I Type	<u>Minimum Size</u>			
	<u>I Type</u> hade/Overstory Tree	<u>Minimum Size</u>			
	hade/Overstory Tree	Minimum Size			
Deciduous SI	hade/Overstory Tree				
Deciduous SI Single Trunk	hade/Overstory Tree	1" caliper			

7' in height

6' in height

1.5" caliper

2" in height

container class 3

vicements r class 3

(1) Healthy and hardy with a good root system.

(2) Chosen for form, texture, color, fruit, pattern of growth, and suitability to local conditions.

- (3) Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.
- (4) Appropriate for the conditions of the site, including slope, water table, and soil type.
- (5) Protected from damage by grates, pavers, or other measures.
- (6) Plants that will not cause a nuisance or have negative impacts on an adjacent property.
- (7) Species native or naturalized to the Wasatch Front whenever possible.
- (8) Compost, mulch, and organic matter may be utilized within the soil mix to reduce the need for fertilizers and increase water retention.

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- (9) All installed plant material shall be fully maintained until established, including watering, fertilization, and replacement as necessary.
- iii) Ground Plane Vegetation. All unpaved areas shall be covered by one of the following.
 - (1) Planting Beds.
 - (a) Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials. Edible landscape is permitted.
 - (b) Nonliving materials, such as pine straw, colored gravel, or mulch, are permitted for up to 60% of a bed area.
 - (c) Annual beds must be maintained seasonally, replanting as necessary.
 - (d) Planting beds in public areas must be privately maintained.
 - (2) Grass. Seeded or sodded grass may be planted throughout landscaped areas.
 - (a) Grass shall be established within 90 days of planting or the area must be reseeded or resodded.
 - (3) Shrubs requirements. 1.5 shrubs are required per 1,000 square feet of landscaped area. Two perennials or ornamental grasses count towards one shrub.

iv) Tree Installations. Refer to the list of permitted street tree types maintained by the City.

- (1) Tree Measurement. Tree size shall be measured by ISA arborists standards.
- (2) Tree Maintenance. Tree trimming, fertilization, and other similar work shall be performed by or under the management of an ISA certified arborist.
- (3) Species Composition. A variety of tree species shall be used to avoid a mono-culture prone to disease. No species may exceed 10% of overall City urban forest. See Vineyard Tree and Landscape manual for list of Vineyard City approved trees.
- (4) Tree Size. All trees to be installed to meet the requirements of this section shall be a minimum of 2" caliper at the time of installation.
- (5) Tree Requirements. See specifics for each open space designated area.
- (6) Permeable Surface. For each tree preserved or planted, a minimum amount of permeable surface area is recommended, unless otherwise stated in this ordinance. Permeable area for one tree cannot count toward that of another tree.
- (7) Structural Soil. When the soil surface area of a tree will extend below any pavement, structural soil or root-penetrable sidewalk support is required underneath that pavement. Structural soil is a medium that can be compacted to pavement design and installation requirements while still permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits (source: Cornell University, Urban Horticulture Institute).
- (8) Minimum clear branch height is 8' over sidewalk and 14' over roads.
- v) Irrigation Systems. Permanent irrigation, beyond establishment, is required and shall adhere to the following standards.
 - (1) All irrigation systems shall be designed to minimize the use of water.
 - (2) Non-residential landscape irrigation shall have an automatic clock-activated permanent system.
 - (3) The irrigation system shall provide sufficient coverage to all landscape areas.
 - (4) The irrigation system shall not spray or irrigate impervious surfaces, including sidewalks, driveways, streets, and parking and loading areas.

- (5) All culinary-fed systems shall be equipped with a back-flow prevention device.
- (6) All mechanical systems including controllers and back-flow prevention devices shall be properly screened from public view.

b) Lighting

- i) Site lighting shall provide safe and enjoyable experiences for pedestrian or community activity at night.
- ii) Site lighting shall be at a pedestrian scale and should help define the functional areas of a property.
- iii) Site lighting shall be scaled appropriately for the commercial or residential property on which it is located.
- iv) Site lighting to be dark sky compliant.

c) Bicycle Parking

i) The following bicycle parking shall be provided throughout the development:

Bicycle Rack Spaces	
Minimum 2 spaces or .05 spaces / bedroom, whichever is greater	
Minimum 2 spaces, 1 / additional 10,000 sf	
Minimum 2 spaces, 1 / additional 5,000 sf	
Minimum 2 spaces, 1 / additional 5,000 sf	
Minimum 2 spaces, 1 / additional 10,000 sf	

<u> Table 4 – Bicycle Parking Requirements</u>

d) Signage

i) Prior to the first construction of open space, developer shall submit to the city a master signage plan for approval. The plan shall provide for consistent thematic environmental and wayfinding signage design as well as provide guidelines for building and monument signage for the Project.

4) Specific Common Area Definition

a) Central Plaza

- i) Intent. The Central Plaza will be the center point of outdoor activity for the Project. It will provide a variety of functional spaces that accommodate gatherings and relaxation. It will integrate with the surrounding commercial and residential uses.
- ii) Key design features:
 - (1) Provide at least 1 point of interest such as public art, a sculpture, or a water feature.
 - (2) Space allocation and accommodations for events such as music festivals, art festivals, corporate events, and community gatherings.
 - (3) Provide a variety outdoor seating options which integrate with the Landscaping.

iii) Landscaping:

- (1) Create a variety of both hardscapes and softscapes.
- (2) Install a minimum of 1 tree per 2,500 square feet on average, inclusive of street trees.

- (3) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.
- b) Central Shared Commercial Street
 - i) Intent:
 - (1) Shared street will be used by multiple modes of transportation including pedestrians, bicycles, and vehicles.
 - (2) Establish a living street where a mix of functional and recreational uses can work together to create interest and vibrancy.
 - (3) Encourage slow vehicle traffic (4-5 mph) through purposeful design and calming measures. Shared streets may be designated as one-way streets.
 - (4) Minimal parking and loading areas.
 - ii) Key design features:
 - (1) Furniture, paving materials and markings, trees, bollards, bicycle parking, patios, and planters shall be placed in such a way as to emphasize pedestrian and micro-mobility flow, reduce vehicular speeds, and subtlety delineate various uses on the street.
 - (2) Provide street signage at entrances indicating shared street and a low-speed designations.
 - (3) Provide provisions to close off street to vehicles through moveable planters, bollards, or other appropriate means.
 - (4) Minimum width of 25'.
 - iii) Paving:
 - (1) Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.
 - (2) Street paving shall be flush with the curb and reinforce pedestrian priority.
 - iv) Landscaping
 - (1) Street furniture to be integrated into the design.
 - (2) Tree spacing to be a maximum of 120' on center and can be on either side of the shared street.

c) Retail Plaza

- i) Intent The Retail Plaza creates interest and an activity center near the entrance to The Forge from Mill Road. It will encourage outdoor gatherings and focus on complimenting the nearby dining and retail uses.
- ii) Key design features:
 - (1) Create seating and gathering spaces that accommodate groups from 2 to 15 people.
 - (2) Outdoor lighting that creates interest and ambiance at evenings.
 - (3) A variety of seating and grouping options



<u>Figure 2 - Shared</u> <u>Street precedent image</u> <u>designed to slow traffic.</u>

- iii) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, crushed stone, or another decorative hardscape approved by the City.
- iv) Landscaping:
 - (1) Install a minimum of 1 tree per 2,500 square feet on average.

d) East Gateway Linear Park

i) Intent:

- (1) Provide a welcoming public edge and view corridor from Geneva Road into the Shared Street, allowing views into the center of the development.
- (2) Create rest and play areas along the future Geneva Trail.
- (3) Integrate with the future Geneva Trail system, providing an inviting and appropriate transition from the trail into the development's primary east / west pedestrian and micro mobility pathway.
- (4) Add to the network of open and green spaces within the Project providing a meaningful connection point to pedestrian network outside the Project.
- ii) Key design features:
 - (1) Provide a minimum width of 50' for the linear park per paragraph 9.1.2 of this Agreement.
 - (2) Play area to use natural or themed artistic forms rather than traditional playground equipment.
 - (3) Provide various types of seating such as concrete seat walls, natural elements (boulders), and benches.
 - (4) Continuation of the future Geneva Trail through the linear park as well as connection to Shared Street.

iii) Landscaping:

- (1) Provide a variety of ground covers such as turf, native landscaping, mulch, and pavers.
- (2) Provide dense grouping of trees and provide an average of 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees (if required).



Figure 4 - Concept for the East Gateway Park

e) West Gateway Linear Park

- i) Intent. Provide a greenspace corridor along Mill Road which creates a purposeful open space along network of pedestrian pathways running through and adjacent to the Project.
- ii) Key design features:
 - (1) Provide a minimum width of 50' for the linear park from the facade of the adjacent building(s) towards Mill Road.
 - (2) Provide at least 1 primary point of interest such as public art, a sculpture, paved plaza with shade trees, or seating with above standard landscaping that fosters community interaction.

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- (3) Concrete sidewalk or trail that connects the east / west pedestrian corridor to the corner of Mill Road and Vineyard Connector.
- iii) Landscaping:
 - (1) Mix of native and low maintenance ground cover and turf.
 - (2) Provide 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees.

f) Internal Alley



Figure 5 – Concept Sketch image

- i) Intent. Key pedestrian connection corridor between the commercial businesses to the south and the Central Plaza.
- ii) Key design features:
 - (1) Decorative lighting creating safety and ambiance.
 - (2) Intentional alcoves and recesses where street vendors or other public display areas can be safely placed. Alcoves shapes and depths shall promote safety.
 - (3) Activated by ground floor commercial at entrances and throughout the alley.
 - (4) Paving. Paving shall create interest and not be monolithic grey. It shall include color and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.
 - (5) Min width of 20'
- iii) Landscaping: Planters and trees at entrances or other key locations that help soften the built environment.

g) Geneva Trail Park

- i) Intent. Create a stopping place along the future Geneva Trail and provide park access to residential areas to the South.
- ii) Key design features:

(1) To be designed in cooperation with the city per paragraph 9.1.1