



Agenda -Development Review Committee

DATE: Wednesday, October 6, 2021

TIME: 3:30 P.M.

ADDRESS: 30 West 100 South Salem, Utah 84653 (Council Chambers)

**3:00 p.m.** WORK SESSION (Staff Meeting – No Official Business Done)

1. Viridian Farms (BYU Farms) Development Agreement

**3:30 p.m.** AGENDA – DRC

1. Approval of DRC minutes from September 29, 2021
2. Viridian Farms (BYU Farms) Development Agreement

19 Attendance: Walter Bird, Vaughn Pickell, Ted Barnett, John Bowcut, Chief Brad James,  
20 Steve Cox, Bruce Ward, Ryan Selee, Cody Young, Matt Marziale, Dale Carter, Scott Bishop, Nate  
21 Walter

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23 **3:00 p.m.** WORK SESSION (Staff Meeting – No Official Business Done)

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25 **Viridian Farms (BYU Farms) Development Agreement**

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27 Bruce Ward mentioned there was some edits that need to be made to the Viridian Farms  
28 Development Agreement.

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30 ~~B.~~ C. Notwithstanding the foregoing, Master Developer understands and acknowledges  
31 that if the City cannot acquire or is delayed in its acquisition of electrical facilities or  
32 transfer of electrical service from SESD due to no fault of the City, whether such delay is  
33 by a court order, injunction, or actions of others, the City's delay or inability to acquire  
34 such facilities or transfer electrical service will not be construed to be a breach of this  
35 Agreement.

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37 A. Utilities. The City provides or is soon to provide the following utilities, which need to be  
38 brought to the property in order to develop the Property: Sewer, Culinary Water,  
39 Pressurized Irrigation Water, Power, Storm water, and facilities accommodating for  
40 future Fiber Internet. Developer bears the sole obligation to bring to the Development  
41 Property any utilities which are not present on the Development Property or are needed  
42 to be upgraded to serve the Project. No subdivision plat may be recorded or building  
43 permit issued until adequate capacity has been provided for that subdivision. Master  
44 Developer and City may jointly issue an RFP or invitation to bid for design and  
45 construction of all major infrastructure improvements. Master Developer shall design,  
46 build, and dedicate to the City adequate delivery systems for each of these utilities  
47 according to the City specifications and standards to meet the needs for the ~~project~~  
48 master planned service area as a condition of development. Designs of facilities for  
49 which no standard exists, such as tanks, substations, and so on shall require review and  
50 approval by the City. All facilities necessary to provide adequate utility services installed  
51 within the Project, upon formal acceptance by the City through a recorded dedication  
52 deed, shall be owned, operated, and maintained by the City. Facilities may include, but  
53 are not limited to, tanks, pumps, wells, substations, pressurized irrigation ponds, sewer  
54 capacities, wastewater treatment plant expansions, and so forth.

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56 E. The ~~City and~~ Master Developer ~~specifically agree and acknowledge that Master~~

~~Developer shall be entitled to~~ may seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Chapter 2a, Part 12 of the Public Infrastructure District Act, (the "PID Act") ~~as determined by Master Developer,~~ in order to implement and facilitate the financing, construction and operation of public improvements and infrastructure (including improvements and infrastructure that will, after construction and acceptance by the City, be dedicated for public use) for the Development Property. ~~Subject to the provisions of the PID Act, the City and Master Developer agree to continuing cooperation in connection with the formation and operation of Public Infrastructure District(s) may seek the creation of a Public Infrastructure District in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Agreement or otherwise required in connection with the development of the Development Property.~~ The City and Master Developer acknowledge and agrees that ~~it~~ the City is under no obligation to approve or authorize a Public Infrastructure District. ~~will exercise any rights reserved to the City under the PID Act in connection with the establishment or operation of any Public Infrastructure District for the Development Property in accordance with the requirements of the PID Act, or any portion thereof. The City agrees that any obligation set forth in this Agreement for the financing and construction of public improvements which are required to serve the Development Property, which will be owned by the City, a Public Infrastructure District or other limited purpose governmental entity may be undertaken, performed and completed by a Public Infrastructure District, subject to the requirements of the PID Act and the approval of the City consistent therewith.~~ Any Public Infrastructure District created for the Development Property, or any portion thereof, shall not create any financial liabilities for the City.

16. Easements, Rights-of-way and Publicly-owned Parcels. Master Developer shall grant to the City, at no cost to the City, all easements, rights-of-way, and publicly-owned parcels necessary for the operation, maintenance, and replacement of all utilities, parks, trails, and City facilities located within the Project as shown in the attached exhibits. Dedication shall occur with the final plats in which they are located. The exact location of roadways and intersections, on or offsite, as well those ~~as~~ shown in the attached exhibits may vary to accommodate further traffic engineering studies, as reasonably agreed to by the Parties, in order to allow for optimization of traffic flow for the benefit of the Development Property."

Bruce Ward mentioned that the number of units in the amenities schedule need to be consistent. Bruce Ward stated that the appropriate cross section needs to be added to the rear-loaded townhome product. Bruce Ward also stated that the architectural

standards need to be specifically mentioned for each type of building product. Ted Barnett mentioned that he would like to manage the building of the substation. Vaughn Pickell stated that he does not want the City to be blamed for potential delays in product while the substation is under construction. Bruce Ward stated if both parties are reasonable then the City can manage the building of the substation. Bruce Ward asked the DRC if the developer and city could decide a contractor for the building of utilities through the RFP process. The DRC mentioned that they are going to talk to the developer about selecting contractors with a RFP during the DRC meeting. Chief Brad James wanted to know when the two acres of property would get dedicated to the City for the public safety facilities. Chief Brad James asked if the timeline of the property dedicated to the City needs to be specifically spelled out in the development agreement. The DRC mentioned that the dedicating of land to the City from the Viridian Farms Master Planned Development should be done at the recording of plats.

**3:30 p.m.      AGENDA – DRC**

#### **Approval of DRC minutes from September 29, 2021**

Steve Cox made a motion to approve the minutes from the September 29, 2021 DRC meeting. Ryan Selee seconded the motion. All members of the committee voted in favor.

#### **Viridian Farms (BYU Farms) Development Agreement**

Scott Bishop mentioned that he brought a revised development agreement with Vaughn Pickell's edits. Bruce Ward stated that there were some additional corrections for the development agreement which came up after Vaughn Pickell's edits. Bruce Ward mentioned the following statement added to the development agreement. "~~B.C.~~ Notwithstanding the foregoing, Master Developer understands and acknowledges that if the City cannot acquire or is delayed in its acquisition of electrical facilities or transfer of electrical service from SESD due to no fault of the City, whether such delay is by a court order, injunction, or actions of others, the City's delay or inability to acquire such facilities or transfer electrical service will not be construed to be a breach of this Agreement." Scott Bishop stated that he wants to meet with Ted Barnett to discuss bringing power to the Viridian Farms development without touching SESD facilities. Chief Brad James mentioned to Scott Bishop that a lawsuit filed by SESD can hold up the project. Bruce Ward mentioned section fourteen of the development agreement. "Master Developer and City may jointly issue an RFP or invitation to bid for design and construction of all major infrastructure improvements." Ted Barnett mentioned that he wants to have control over the process of the substation while coordinating with the developer. Ted

Barnett stated that he wants to get a RFP, design and build the substation. Scott Bishop mentioned that his only problem with the City being in charge of building the substation would be the speed of the public process. Chief Brad James asked why the dedication for the two acres of property for the public safety facilities is not spelled out in the development agreement. Scott Bishop mentioned that the dedication of land to the City from the Viridian Farms development will be signed over to the City at the recording of plats. Chief Brad James mentioned that the developer providing additional public safety equipment for the foothill park needs to be written in the development agreement. Scott Bishop and Chief Brad James are going to coordinate to make sure the additional public safety equipment is provided to the City for the foothill park. Bruce Ward stressed the importance of the second half of section sixteen. "The exact location of roadways and intersections, on or offsite, as well those ~~as~~ shown in the attached exhibits may vary to accommodate further traffic engineering studies, as reasonably agreed to by the Parties, in order to allow for optimization of traffic flow for the benefit of the Development Property." Bruce Ward stated that the City will track number of units per plat for the amenities completion schedule. Scott Bishop mentioned that they have added the details for the one acre and half acre lots into the development agreement. Scott Bishop mentioned that there will be R.V. parking area in the active adult section of the development. Bruce Ward mentioned that the cross sections need to be accurate in the development agreement. Bruce Ward stated that he did not see architectural guidelines for the front/rear loaded townhomes, cottage lots and active adult products in the development agreement. Scott Bishop mentioned that the architectural guidelines in the development agreement are for every product. Steve Cox stated that he would like the architectural guidelines to be spelled out for every specific product in the development agreement. Scott Bishop mentioned that he and Matt Marziale need to meet and go over a few items with amenities for the Viridian Farms development. Scott Bishop finished up by stating that D.R. Horton would make the appropriate edits to the development agreement.

Bruce Ward made a motion to table the Viridian Farms Development Agreement until the October 13, 2021 DRC. Matt Marziale seconds the motion. All members of the committee voted in favor.

Chief Brad James made a motion to adjourn. Ted Barnett seconded the motion. All members of the committee voted in favor.