CITY COUNCIL SPECIAL MEETING

Monday, November 30, 2026 at 6:00 PM
Virtual via Zoom

AGENDA

TO ATTEND THE MEETING ONLINE VIA ZOOM:
Please use this link: https://us02web.zoom.us/j/86262870030
Or by phone: (253) 215-8782; Meeting ID: 86262870030

ROLL CALL

CHANGES TO THE AGENDA

NEW BUSINESS

1. Development Agreement with Roll Tide Properties Corp.

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) or (Email: recorder@ci.sandy.or.us) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.

STAFF REPORT

Meeting Type:	City Council Meeting
Meeting Date:	November 30, 2026
From:	Josh Soper, Beery, Elsner & Hammond, LLP
	Tyler Deems, City Manager
Subject:	Development Agreement with Roll Tide Properties Corp.

DECISION TO BE MADE:

Whether to approve a development agreement with Roll Tide Properties Corp.

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

On December 5, 2022, the Sandy City Council approved the Bull Run Terrace development application under File No. 22-038 CPA/ZC/SUB/SAP/TREE, which generally consists of multi-family dwellings, mixed residential/commercial development, and four lots with single-family dwellings or duplexes, altogether totaling up to 200 dwelling units, which are to be located at 40808 and 41010 Highway 26. Since that time, the developer, Roll Tide Properties Corp., has experienced a number of challenges with the project, including, but not limited to, challenges relating to financing and market conditions, the City's wastewater development moratorium, changes to the City's SDCs, and ODOT access issues.

On June 5, 2026, a petition for writ of review (26CV27969) was filed in Clackamas County Circuit Court listing Roll Tide as a named plaintiff and the City as a named defendant. The lawsuit generally concerns the City's adoption of Resolution No. 2026-06 on April 6, 2026, relating to the City's modification of how it calculates water and wastewater System Development Charges (SDCs).

KEY CONSIDERATIONS / ANALYSIS:

City staff and Roll Tide have been working together to negotiate terms for a development agreement for the project which would provide certainty to both parties relating to the project and thereby resolve any disputed issues between them. The resulting proposed agreement is attached to this staff report.

The key points of the proposed agreement are as follows:

1. The agreement estimates SDC credits for the project based on the City's existing SDC credit program under the Municipal Code.

2. The agreement provides the general terms under which the City will approve payment of SDCs for the project in installments under the existing installment payment program for SDCs in the Municipal Code. Payments would be secured with a lien on the project property.
3. The agreement establishes a schedule for the Bull Run Terrace project. Absent delays outside of its control, Roll Tide's failure to comply with the schedule gives the City the ability to require immediate payment of SDCs and/or to revoke the allocation of wastewater system capacity to the project to the extent the SDCs for that capacity have not yet been paid.
4. Roll Tide agrees to release all claims against the City.
5. Roll Tide locks in the total SDC amount for the project based on current SDC rates.
6. The City agrees to extend the expiration date for the project's land use approval (by 18 months) and wastewater system capacity allocation (by 2 years). The land use extension will require subsequent adoption of an ordinance.

Schedule Highlights

- Subdivision public improvement engineering review begins: January 2027
- Apartment design review begins: February 2027
- Subdivision public improvement construction begins: August 2027
- Apartment architectural review begins: January 2028
- Apartment construction begins: October 2028
- Project completion: end of 2029

BUDGET IMPACT:

If the Development Agreement is approved and the Bull Run Terrace project moves forward as scheduled, the City will receive an estimated $3.48 million in SDC payments over a two-year period starting approximately two years after building permits for the project are issued.

RECOMMENDATION:

Staff recommends approval of the development agreement with Roll Tide Properties Corp.

SUGGESTED MOTION LANGUAGE:

"I move to approve and authorize the City Manager to sign a development agreement with Roll Tide Properties Corp. substantially similar to the agreement attached to the staff report."

LIST OF ATTACHMENTS / EXHIBITS:

- Non-Statutory Development Agreement with Roll Tide Properties Corp.
    - Exhibit A, legal description of property (not yet included)
    - Exhibit B, project schedule

NON-STATUTORY DEVELOPMENT AGREEMENT

This Non-Statutory Development Agreement (this "Agreement") is between the City of Sandy, an Oregon municipal corporation ("City"), and Roll Tide Properties Corp, a California corporation registered to do business in Oregon ("Developer") (referred to individually as a "Party" or collectively as "Parties") and is effective on the date of last signature below.

RECITALS

A. Developer is the sole owner of that certain real property located at 40808 and 41010 Highway 26 in Sandy, Oregon and more particularly described in Exhibit A of this Agreement (the “Property”).

B. On December 5, 2022, the Sandy City Council approved Developer’s application for a Type IV Zone Map Amendment, Comprehensive Plan Map Amendment, establishment of a Specific Area Plan, approval of a 7-lot subdivision, and tree removal under File No. 22-038 CPA/ZC/SUB/SAP/TREE for a project on the Property known as Bull Run Terrace (the “Development”).

C. Since that time, Developer has experienced a number of challenges with the Development.

D. On or about June 5, 2026, a petition for writ of review (26CV27969) was filed in Clackamas County Circuit Court listing Developer as a named plaintiff and City as a named defendant (the “Lawsuit”). The Lawsuit generally concerns the City’s adoption of Resolution No. 2026-06 on April 6, 2026, relating to the City’s modification of how it calculates water and wastewater System Development Charges.

E. The Parties enter this Agreement in an effort to resolve the disputes between them and to memorialize the commitments of the Developer and the City regarding the allocation of financial responsibility for public facilities and services necessary to serve the Property and the surrounding service area, and related matters.

F. This Agreement is a contract between a public entity and a private party allocating responsibilities relating to a proposed development. It is not a land use decision, and it does not authorize or control any particular use of the Property. Developer remains responsible for obtaining and abiding by the terms of all approvals and permits necessary for the Development.

TERMS OF AGREEMENT

In consideration of the mutual promises and performance obligations of each Party set out in this Agreement, the Parties hereby agree to the following terms and conditions.

I. DEVELOPER OBLIGATIONS

A. Developer shall fully comply with all conditions of approval, requirements of the City's municipal code, and all other permit requirements and requirements of federal, state, and local laws relating to the Development. Without limiting the generality of the foregoing, this includes design, construction, warranty, and maintenance of all public improvements as required thereby.

B. Developer shall submit to the City an application for system development charge (SDC) credits for public improvements associated with the Development in accordance with Section 15.28.130 of the Sandy Municipal Code (SMC).

C. Developer shall submit to the City an application for payment of SDCs associated with the Development in installment payments in accordance with SMC 15.28.110. Such application shall include Developer's agreement to the waiver described in SMC 15.28.110(B). Developer shall secure the installment payments with either (a) a first-priority lien on the Property; or (b) a second-priority lien with a priority and subordination agreement recorded against the Property. The priority and subordination agreement must require that Developer not allow the amount of the first priority lien on the property to exceed a specified amount equal to the difference between (1) the real market value of the property and (2) the total amount of SDCs for the Development. For purposes of this section, the real market value of the property shall be established by an appraisal performed by a licensed third party at Developer's expense which is submitted by Developer to City at the time of application for SDC installment payments and which is dated within the twelve months prior to the time of application for SDC installment payments. Such application shall also include a request for an installment payment schedule as follows, which payments may be pre-paid by Developer at any time:

1. 6 months after approval[1]: $1
2. 12 months after approval: $1

[1] All references to "approval" in this section refer to approval of the SDC installment payment agreement.

3. 18 months after approval: $1
4. 24 months after approval: 20% of total amount of SDCs[2]
5. 30 months after approval: 20% of total amount of SDCs
6. 36 months after approval: 20% of total amount of SDCs
7. 42 months after approval: 20% of total amount of SDCs
8. 48 months after approval: 20% of total amount of SDCs
9. 54 months after approval: $1
10. 60 months after approval: $1

D. Developer shall complete the Development in substantial compliance with the schedule in Exhibit B. If Developer fails to do so, City may, in City's sole and absolute discretion, deem any or all SDCs for the Development immediately due and payable, notwithstanding the installment payment terms in subsection (C) above, and City may recover said payment using any remedy available at law or in equity, including but not limited to foreclosure of the lien on the Property securing the SDC payments. In addition, and not in lieu of the foregoing, if Developer fails to substantially comply with the schedule in Exhibit B, City may, in City's sole and absolute discretion, revoke any allocation of Equivalent Residential Units (ERUs) of wastewater system capacity to the Development under Resolution 2026-04 or any similar resolution, and may reallocate those ERUs to any other development. Notwithstanding the foregoing, City may not revoke the allocation of those ERUs for which SDCs have been fully paid. For purposes of clarity, City is not obligated to complete any actions described in Exhibit B on the timelines described in Exhibit B, but will make a good faith effort to timely perform any actions attributed to City in Exhibit B, and any delays solely due to the City's failure to meet the timelines in Exhibit B will result in an automatic extension of subsequent deadlines in Exhibit B by an equivalent number of days.

E. Developer hereby releases, waives, and forever discharges City and City's officers, employees, and agents, from and against all claims, demands, obligations, causes of action, rights, costs, losses, expenses, or compensation of any kind or nature, in law or in equity, whether presently known or unknown, or based on any facts that are either known or unknown arising on or before the execution of this Agreement and in each case relating to the Development and/or the Property.

[2] All references to "total amount of SDCs" in this section refer to the total amount of SDCs due to the City for the Development after subtracting any SDC credits and the $5 in installment payments scheduled in subsections (1) through (3) and (9) through (10).

II. CITY OBLIGATIONS

A. City shall take such actions as are necessary to extend the land use approval expiration date for the Development by a period of eighteen (18) months and the ERU allocation expiration date for the Development (under Resolution 2026-04 or any similar resolution) by a period of two (2) years.

B. City shall provide SDC credits to Developer for the Development in accordance with SMC 15.28.130. The precise amount of the SDC credits will be determined based on the eligibility criteria therein and the information available at the time of application, but based on information available at the time of execution of this Agreement, the Parties anticipate SDC credits will be provided as follows:

1. Water Line Upgrades – estimated at $193,000
2. Park Frontage Improvements at Fawn and Highway 26 – estimated at $501,000
3. Street B Upgrade to Collector – estimated at $86,000
4. Dubarko 8’ Wide Sidewalks In Lieu of 6’ Sidewalks – estimated at $17,000
5. Dubarko Road Extension – 34% of construction cost, up to a maximum of $1,326,000

C. City shall approve Developer’s application for SDC installment payments on the schedule described in subsection I(C) in accordance with SMC 15.28.110 at an interest rate of 0%, provided Developer’s application meets the requirements of SMC 15.28.110 and payments will be secured with a first-priority lien on the Property.

D. City shall not require Developer to pay a total amount of SDCs for the Development in excess of the total amount of SDCs that would be owed for the Development calculated under the SDC rates, schedules, and methodologies in effect on the Effective Date of this Agreement.

E. City shall have no obligations under Sections II(C) and (D) of this Agreement unless the following condition precedent is met: The Lawsuit is dismissed in its entirety with regard to all plaintiffs and City and all City affiliated persons and entities, and such dismissal occurs on a date that is both (1) prior to

December 31, 2026; and (2) at least two calendar weeks prior to any court-imposed deadline for the City to file any additional pleadings in the case beyond those already filed on October 23, 2026.

III. GENERAL PROVISIONS

1. **Material ODOT Requirements & Financial Feasibility:** If ODOT imposes conditions, design changes, infrastructure upgrade requirements, rights-of-way dedications, or mitigation costs that were not anticipated as of the effective date of this Agreement, and such requirements render the Development financially or economically infeasible in Developer's sole reasonable business judgment, Developer shall have the right to terminate the Development upon written notice to City without penalty or liability, whereupon neither Party shall have any further obligations under this Agreement (except for accrued rights prior to termination). Upon such termination, Developer shall automatically voluntarily surrender to the City any ERU allocation for the Development (under Resolution 2026-04 or any similar resolution) and shall forfeit any right to pursue the Development under the Development's existing land use approval, notwithstanding any extension of the land use approval or ERU allocation under Section II.A of this Agreement. For purposes of clarity, Developer's obligations under Section I(E) shall survive termination of the Development regardless of cause.

2. **Incorporation of Exhibits.** All Exhibits are incorporated into this Agreement.

3. **Default.** The following shall constitute defaults by a Party:
    a. A breach of a material provision of this Agreement, whether by action or inaction of a Party, that continues and is not remedied within thirty (30) days after the other Party has given notice specifying the breach, provided that if the nonbreaching Party determines that such breach cannot with due diligence be cured within a period of thirty (30) days, the nonbreaching Party may, in its sole and absolute discretion, allow the breaching Party a longer period of time to cure the breach and, in such event, the breach shall not constitute a default so long as the breaching Party diligently proceeds to effect a cure, and the cure is accomplished within the longer period of time granted by the nonbreaching Party; or
    b. Any assignment by a Party for the benefit of creditors, or adjudication as a bankruptcy, or appointment of a receiver, trustee, or creditor's committee over a Party.

4. **Remedies**. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party under this

Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including without limitation the right to compel specific performance.

5. **Amendment or Termination of Agreement.** This Agreement may only be amended or terminated by the mutual consent of the Parties or their successors, in writing.

6. **Notice.** A notice or communication under this Agreement by either Party shall be in writing and shall be dispatched by registered or certified mail, postage prepaid, return receipt requested (effective three (3) calendar days after mailing), or delivered by either personal delivery or nationally-recognized overnight courier (such as UPS or FedEx) (effective upon delivery).

   In the case of a notice or communication to the Developer, addressed as follows:

   To: Roll Tide Properties
   Attn: Dave Vandehey
   PO Box 703
   Cornelius, OR 97113

   In the case of a notice or communication to the City, addressed as follows:

   To: City of Sandy
   Attn: City Manager
   39250 Pioneer Blvd.
   Sandy, OR 97055

   A Party may, from time to time, designate other or additional notice parties for the purpose of this Section in writing and dispatched as provided in this Section.

7. **Effect of Recitals.** The Recitals set forth above are the assumptions of the Parties and are incorporated as part of this Agreement.

8. **Effect of Captions.** The captions of this Agreement have been inserted solely for convenience and reference and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in one or more counterparts and separate signatures, each of which when executed and delivered via mail or electronically shall be deemed to be an original and shall be admissible in evidence. This Agreement shall not be effective in any way until the signatures of all Parties have been transmitted.

10. **Waivers.** No waiver made by any Party with respect to the performance, or manner, or time thereof of any obligation of any other Party, or any condition inuring to its benefit under this Agreement, shall be considered a waiver of any other rights of the Party making the waiver. No waiver by a Party of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing, and no such waiver shall be construed to be a continuing waiver.

11. **Non-Revocation.** The Parties acknowledge and agree that this Agreement is valid and enforceable and that they will not institute any suit, action, or proceeding, whether at law or equity, challenging the enforceability of this Agreement or attempting to revoke it.

12. **Binding Effect.** The terms of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns.

13. **Attorney Fees.** In the event of a suit, action, arbitration, mediation, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including without limitation any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorney, paralegal, accountant, and other expert fees, and all other fees, costs, and reasonably necessary expenses actually incurred, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. In the event the prevailing Party is represented by "in-house" counsel, the prevailing Party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the Sandy, Oregon, area for the type of legal services performed.

14. **Time of the Essence.** Time is of the essence for this Agreement.

15. **Choice of Law.** This Agreement and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

16. **Assignment.** A Party may not assign or delegate its interest in or obligations under this Agreement without the prior written consent of the other Party, which may be provided or withheld in the Party's sole discretion. Notwithstanding the foregoing, if Developer requests to assign or delegate its interests in or obligations under this Agreement to a separate LLC where at least one half of that separate LLC's membership is identical to the membership of Roll Tide Properties Corp., City's consent may not be unreasonably withheld.

17. **Calculation of Time.** All periods of time referred to in this Agreement shall include Saturdays, Sundays, and legal holidays recognized in the state of Oregon, except that if the last day of any period falls on a Saturday, Sunday, or legal holiday recognized in the state of Oregon, the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

18. **Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural, as the context may require.

19. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any portion of this Agreement is deemed invalid or unenforceable, the remaining sections shall be enforceable unless removal of that portion so materially alters the risks and benefits to either Party that enforcement would be substantially unfair. In such a case, the Parties agree to immediately negotiate a substitute clause to restore each Party as closely as possible to the risks and benefits originally assumed.

20. **Entire Agreement.** This Agreement constitutes the sole, only, entire, and complete agreement between the Parties regarding this matter and therefore specifically supersedes any and all other oral and written agreements previously made between the Parties regarding its subject matter. None of the Parties have relied upon any representations, inducements, warranties, or understandings that do not appear within the terms and provisions of this Agreement.

21. **Place of Enforcement.** Any action or suit to enforce or construe any provision of this Agreement by any of the Parties shall be brought in the Clackamas County

Circuit Court of the State of Oregon or in the United States District Court for the District of Oregon. ALL PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. **Good Faith and Reasonableness.** The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally, and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

23. **Condition of City Obligations.** All City obligations under this Agreement that require the expenditure of funds are contingent on future appropriations by City as part of the local budget process. Nothing in this Agreement implies an obligation on City to appropriate any such monies.

24. **Cooperation in the Event of Legal Challenge.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.

25. **No Admission of Liability.** Nothing in this Agreement shall be construed to be an admission of liability by City of any kind with respect to any fact, liability, or fault. City expressly denies and disputes all claims and allegations of liability asserted by the Developer.

26. **Enforced Delay; Extension of Times of Performance.** In addition to the specific provisions of this Agreement, performance by any Party shall not be in default, and no deadline set forth in Exhibit B shall be deemed missed, when such delay or default is due to events beyond the reasonable control of the Party to be excused and could not have been avoided or mitigated through reasonable planning on the part of the Party to be excused, such as delays or defaults caused by delays, reviews, permit issuances, or requirements of the Oregon Department of Transportation ("ODOT"), or other third-party regulatory bodies, war, insurrection, strikes, lockouts, labor or material shortages, supply chain disruptions, epidemics, pandemics, outbreaks of public health emergencies or disease, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions or moratoriums imposed or mandated by governmental

entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, severe weather, unexpected site or environmental conditions, litigation, or similar bases for excused performance, but only when such delay or default is beyond the reasonable control of the Party to be excused and could not have been avoided or mitigated through reasonable planning on the part of the Party to be excused. Any deadline in Exhibit B impacted by an Enforced Delay under this section shall automatically be extended for a period of time equal to the duration of the Enforced Delay. Notwithstanding the foregoing, City's obligations under Sections II(C) and II(D) of this Agreement shall be subject to strict compliance with the condition precedent in Section II(E) of this Agreement, and City shall not be obligated under any circumstances to further extend the expiration dates described in Section II(A) of this Agreement.

27. **Other Necessary Acts.** Each Party shall execute and deliver to the other all such further instruments and documents and take such additional acts as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of rights and privileges hereunder.

28. **No Partnership.** This Agreement does not create a partnership or joint venture between City and Developer. Developer and City are each solely and independently responsible for their own obligations under this Agreement.

29. **Legal Representation.** The Parties agree that the Parties have been advised to consult with their own legal counsel and advisers regarding this transaction. The Parties agree that they have negotiated this Agreement with the assistance of their own counsel (or had ample opportunity to do so), all terms contained in this Agreement were negotiated at arms-length between the Parties, and this Agreement represents the full and complete Agreement between the Parties in relation to the subject matter hereof.

30. **Construction and Interpretation of Agreement.** The Parties agree that this Agreement has been negotiated at arm's length between the Parties. Each Party agrees that they have had the opportunity to investigate the matter, determine the advisability of entering into this Agreement, and have entered into this Agreement in full, freely, and voluntarily without any coercion or duress. The Parties agree that any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that drafted it is of no application to the Parties and is hereby expressly waived. The Parties

agree that the provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intentions of the Parties and shall not be construed in favor of, or against, any Party.

31. **Non-statutory Development Agreement.** This is a Non-Statutory Development Agreement and ORS Chapter 94 does not apply to this Agreement.

32. **Warranty of Capacity for Entity.** The undersigned warrants and represents that he/she has full authority to execute this Agreement on behalf of the entity for which he/she is signing and that he/she has full authority to bind that entity.

[SIGNATURES ON FOLLOWING PAGE]

DEVELOPER

Roll Tide Properties Corp

_____

Dave Vandehey, Vice President

State of Oregon)

) ss.

County of Clackamas)

This instrument was acknowledged before me on _____, 20___, by _____ as _____ of the Roll Tide Properties Corp.

_____

Notary Public for Oregon

CITY OF SANDY

_____

Tyler Deems, City Manager

State of Oregon)

) ss.

County of Clackamas)

This instrument was acknowledged before me on _____, 20___, by _____ as City Manager of the City of Sandy.

_____

Notary Public for Oregon

EXHIBIT B

Bull Run Terrace - Schedule

Job # 25-003
Date: 11/25/2026
By: RLM

Activity	Start Date	End Date	Duration	Color
Overall Project Timeline	**November 4 2026**	**January 2 2030**	1155	
Subdivision Public Improvement Plans				
Complete Engineering then Submit Plans to City	January 1 2027	May 1 2027	120	
City review of plans	May 1 2027	June 30 2027	60	
Plan revisions as needed	June 30 2027	July 14 2027	14	
City approves plans	July 14 2027	July 21 2027	7	
Construction	August 1 2027	May 27 2028	300	
Project close out, punch list, as-builts…	May 27 2028	June 26 2028	30	
ODOT Improvement Plans				
Waiting on Direction form ODOT on Design	November 4 2026	May 3 2027	180	
Complete Engineering Design	May 3 2027	July 2 2027	60	
Submit to ODOT for review	July 2 2027	July 3 2027	1	
ODOT review of plans	July 3 2027	August 2 2027	30	
Revise plans - ODOT Approval	August 2 2027	September 1 2027	30	
Construction	August 16 2027	June 11 2028	300	
Land Use Planning - Design Review of the Apartments				
Complete preliminary plans and submit to City	February 1 2027	July 31 2027	180	
30-day completeness review	July 31 2027	August 30 2027	30	
Submit additional info if needed	August 30 2027	September 13 2027	14	
City review of application	September 13 2027	January 11 2028	120	
Obtain City approval	January 11 2028	January 12 2028	1	
Civil Engineering Plans for the on-site Improvements for the Apartments				
Complete Design and Submit Plans to City	January 12 2028	July 30 2028	200	
City review of plans	July 30 2028	September 28 2028	60	
Plan revisions as needed	September 28 2028	October 12 2028	14	
City approves plans	October 12 2028	October 19 2028	7	
Construction	October 19 2028	April 17 2029	180	
Project close out, punch list, as-builts…	April 17 2029	May 17 2029	30	
Architectural Plans and Construct the Apartments				
Complete Design and Submit Plans to City including City Review Time	January 12 2028	September 18 2028	250	
Pickup Approved Plans and Pay SDC fees	September 18 2028	September 19 2028	1	
City review of plans	September 19 2028	November 18 2028	60	
Plan revisions as needed	November 18 2028	December 2 2028	14	
City approves plans	December 2 2028	December 9 2028	7	
Apartment Construction	October 19 2028	January 2 2030	440	
Final Subdivision Plat Map				
Draft Final Plat Map	January 1 2028	March 31 2028	90	
Submit to City and County for Review	March 31 2028	May 30 2028	60	
Set monuments and Record the Plat	May 30 2028	June 29 2028	30	
Finalize Developer Agreement and Extend approval	December 1 2026	January 1 2027	31	

