

STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION SPECIAL MEETING OF MARCH 8, 2023

PROJECT: Crossbuck West Townhomes

FILE NUMBER: P23-004

APPLICATION TYPE: Phased Development Agreement

REPRESENTATIVE: Brad DuFur

PROPERTY OWNER: William and Joan Wyatt and Brad and Cyndi DuFur

REQUEST: Request for a phased development agreement to permit the final plat for the two

townhouse sublots to be reviewed and approved after a certificate of occupancy is

granted for the first townhouse unit.

LOCATION: Southeast Corner of W 7th Street and Crossbuck Lane (alley) – Ketchum Townsite

Amended Lot 2A, Blk 67

ZONING: General Residential – Low Density (GR-L)

REVIEWER: Morgan R. Landers, AICP – Director of Planning and Building

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300

feet of the project site and all political subdivisions on February 15, 2023. The public hearing notice was published in the Idaho Mountain Express the on February 15, 2023. A notice was posted on the project site on March 1, 2023 and the city's website on

February 22, 2023.

I. EXECUTIVE SUMMARY:

The Applicant is requesting a phased development agreement for the Crossbuck West Townhomes located at the southeast corner of W 7th Street and Crossbuck Lane (the "subject property") as shown in Figure 1. The Crossbuck West Townhomes project includes two sublots (2A and 2B) each with a single detached townhouse. The phased development agreement would permit a final plat to be filed with the city for approval following issuance of a certificate of occupancy for the first townhouse unit, rather than requiring a certificate of occupancy for both units prior to approval of a final plat.

The applicant represents that all right-of-way improvements will be completed at the time of certificate of occupancy for the first unit. The draft phased development agreement (Attachment A)

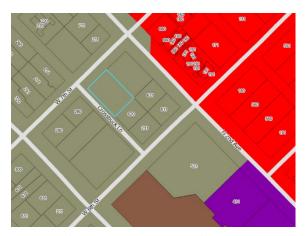


Figure 1: Subject Property Location and Zoning

outlines the terms of the agreement including specific provisions for if the improvements are not complete prior to certificate of occupancy.

The Ketchum Municipal code permits phased development agreements per the terms of Section 16.04.110. Staff believes the project to be eligible for a phased development agreement and is supportive of the request.

II. BACKGROUND:

The City of Ketchum approved a Design Review application (P21-048) and Townhouse Preliminary Plat (P21-049), for two detached townhomes on the Property, on August 24, 2021 and September 7, 2021 respectively. A phased development agreement was not requested or approved at the time of approval of the townhouse preliminary plat. The city issued individual building permits for sublots 2A (B21-106) and sublot 2B (B21-086), and both sublots are currently under construction.

The City of Ketchum received an application for a phased development agreement on January 24, 2023. Following receipt of the application, staff routed the application materials to all city departments for review. As of the date of this report, all department comments have been resolved or addressed through terms of the draft agreement.

III. CONFORMANCE WITH SUBDIVISION STANDARDS

Pursuant to KMC 16.04.110.B - *Development plan*. "In addition to the preliminary plat, subdivision application and data, the subdivider shall submit to the Administrator a development plan with a schedule for the entire project, containing all of the information required in subsection 16.04.030 of this chapter." A townhouse preliminary plat was approved for the development on September 7, 2021 which included all the requirements of 16.04.030. The approved preliminary plat, which includes sublots 2A and 2B, is included as Attachment B.

According to the applicant, development of sublot 2B will be completed first, followed by sublot 2A a few months later. The draft Phased Development Agreement includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat. Per the conditions of approval of the design review, the project is responsible for the long-term maintenance of the alley, also known as Crossbuck Lane. A separate Alley Maintenance Agreement is required and will be prepared for review and approval of the City Council prior or in conjunction with recording of the final plat.

IV. STAFF RECOMMENDATION

Staff recommends approval of the Phased Development Agreement for the Crossbuck West Townhomes.

V. RECOMMENDED MOTIONS

"I move to recommend approval of the Crossbuck West Townhomes Phased Development Agreement to the City Council."

ATTACHMENTS:

- A. Draft Phased Development Agreement and Exhibits
- B. Crossbuck West Townhomes Approved Preliminary Plat



ATTACHMENT A: Draft Phased Development Agreement and Exhibits

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340	

(Space Above Line For Recorder's Use)

CROSSBUCK WEST TOWNHOMES PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22833

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the __ day of _____ 2023, by and between the City of Ketchum, an Idaho municipal corporation ("City") and William Wyatt, Joan Wyatt, Brad Dufur, and Cyndi Dufur, owners of real property ("Owners").

RECITALS

WHEREAS, Owners owns certain real property legally described as Lot 2A, Blk 67 of Ketchum Townsite, according to the official plat recorded under Instrument Number 658996, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, City approved a Design Review application (P21-048) and Townhouse Preliminary Plat (P21-049), for two detached townhomes on the Property, on August 24, 2021 and September 7, 2021 respectively. A phased development agreement was not requested or approved at the time of approval of the townhouse preliminary plat.

WHEREAS, City issued individual building permits for sublots 2A (B21-106) and sublot 2B (B21-086), and both sublots are currently under construction.

WHEREAS, Owners requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code as the completion of the two units will not be simultaneous and the Owners desires to record the final plat for both townhomes prior to completion of the second unit.

WHEREAS, the approved townhouse preliminary plat, establishing two townhome sublots noted as 2A and 2B (the "Townhouse Preliminary Plat") is included as Exhibit A.

WHEREAS, Owners propose to construct all required right-of-way infrastructure improvements, alley improvements, and water and sewer utility services for each sublot as shown on Exhibit B (the "work"). All required improvements will be constructed to City standards and will be inspected for such compliance.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Maintenance Responsibilities.</u>

A. Owners.

- (1) Water Service Lines. Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private service lines serving each sublot from the private water main that runs between Lots 1A and 2A. Maintenance of the private water main is pursuant to plat note 3 of the final plat for Lot 2A recorded under instrument number 658996, and the Construction Phasing Agreement recorded under instrument number 657569.
- (2) Sewer Service lines. Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer service lines serving each sublot from the public sewer mains located in 7th Street and between Lots 1A and 2A. The public sewer line is as noted on plat note 4 of the final plat for Lot 2A recorded under instrument number 658996.
- (3) Alleyway. Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the alleyway serving both sublots. A separate Alley Maintenance Agreement must be approved by City Council concurrent with the Townhouse Final Plat. The Alley Maintenance Agreement must be recorded prior to or in conjunction with recording of the Townhouse Final Plat and shall be referenced by note on the Townhouse Final Plat.

2. Construction and Completion Schedule.

- A. Each townhouse unit shall be completed no later than three years from the date of issuance of a building permit for the townhouse unit, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit, each sublot shall be adequately served by both water and sewer services as generally depicted on Exhibit B, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.

- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to both Sublots:
 - (1) Dry utility services (power, gas, cable, etc); and
 - (2) All hardscape pathways and access points for adequate and safe egress from the units; and
 - (3) Right-of-way improvements to 7th Street and the alleyway, consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards, completed and installed to the satisfaction of the City Engineer; and
 - (4) Water and sewer services serving both sublots; and
- D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit, all landscaping as generally depicted in Exhibit C shall be installed.
- E. Pursuant to Ketchum Municipal Code, Title 16.04.040.C, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the City, the City Council may accept, in lieu of any or all of the required improvements, a performance bond filed with the City Clerk to ensure actual construction of the required improvements as submitted and approved. Said performance bond shall be provided per the terms of Title 16.04.040.C and pursuant to the following conditions:
 - a. All outstanding improvements must be complete no later than June 1, 2023.
 - b. In the event alleyway improvements are not complete, Owners are responsible for:
 - i. Ensuring the gravel road surfaces are maintained and the full smooth width with no potholing are available as shown on Exhibit B for emergency access for the duration of the time the gravel surface remains unpaved. Egress from the gravel roads to existing paved roads shall be cleaned and maintained on a regular basis in order to mitigate gravel and other debris from being tracked onto the existing paved roadways.
 - ii. Ensuring that all streets and alleys are kept free and clear of any obstructions for emergency vehicle access at all times. Any significant access issues shall be brought to the attention of the city in advance. All construction-related vehicles and equipment, such as cranes, waste dumpsters, etc., shall be located entirely on the property (i.e. not in roadway or public right-of-way), unless granted approval by the city. All

- construction-related activities shall adhere to the project's Construction Activity Plan.
- iii. Providing a stamped letter from a licensed engineer stating the installed roadway section is (2" minus and ¾" material) will support an 80k lb fire truck load prior to paving.
- iv. Providing the quality control documentation (subbase and base materials) for the alley outlined in building permit approval item #5.
- 3. <u>Townhouse Sublot Final Plat.</u> The City agrees to accept and process a townhouse final plat application, for both sublots, for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owners comply with all above recitals.
- 4. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owners may assign and transfer its maintenance responsibilities and obligations under this Agreement to an owner's association.

5. General Provisions.

- A. *Recitals and Construction*. The City and Owners incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
- B. Effective Date. This Agreement is effective as of the date on which the last of the City and Owners execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
- C. Owner Representations. Owners represents and warrants to City that (a) Owners hold fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owners' authority to make and execute this Amendment.
- D. Neutral Interpretation. City and Owners acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.
- E. Counterparts. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":	"OWNERS":	
CITY OF KETCHUM,		
an Idaho municipal corporation	By:William Wyatt	
By: Neil Bradshaw, Mayor	By: Joan Wyatt	
ATTEST:	By: Brad Dufur	
Trent Donat, City Clerk	By:Cyndi Dufur	

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
COUNTY OF BLAINE) ss.)
Mayor of the City of Ketchur	, 2022, before me, the undersigned Notary Public in appeared NEIL BRADSHAW, known or identified by me to be the m, Idaho, and the person who executed the foregoing instrument and executed the same on behalf of such city.
IN WITNESS WHEREOF, I year in this certificate first w	have hereunto set my hand and affixed my official seal the day and ritten above.
	Notary Public for the State of
	My Commission Expires
STATE OF COUNTY OF day of personally appeared WILLIA	(CKNOWLEDGEMENT FOR OWNER)) ss, 2022, before me, a Notary Public in and for said State, AM WYATT, known to me to be the owner of certain real property m Townsite, and known to me to be the person whose name is sub-
	rument, and acknowledged to me that he executed the same. REOF, I have hereunto set my hand and affixed my official seal the te first above written.
	Notary Public for the State of
A	ACKNOWLEDGEMENT FOR OWNER
STATE OF	_)
Phased Development Agreement) ss.

Phased Development Agreemen Contract #22833 Page 6

COUNTY OF)	
personally appeared JOAN WYATT, know	2, before me, a Notary Public in and for said State, in to me to be the owner of certain real property at Lot own to me to be the person whose name is subscribed ged to me that he executed the same.
IN WITNESS WHEREOF, I have I day and year in this certificate first above w	hereunto set my hand and affixed my official seal the vritten.
	Notary Public for the State of
	My Commission Expires
ACKNOWLED	GEMENT FOR OWNER
STATE OF)	
STATE OF) ss. COUNTY OF)	
personally appeared BRAD DUFUR, know	2, before me, a Notary Public in and for said State, in to me to be the owner of certain real property at Lot own to me to be the person whose name is subscribed ged to me that he executed the same.
IN WITNESS WHEREOF, I have I day and year in this certificate first above w	hereunto set my hand and affixed my official seal the ritten.
	Notary Public for the State of
ACKNOWLED	GEMENT FOR OWNER
STATE OF)	
STATE OF)) ss. COUNTY OF)	
Lot 2A, Blk 67 of Ketchum Townsite, and	2, before me, a Notary Public in and for said State, wan to me to be the owner of certain real property at known to me to be the person whose name is sub-knowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunted day and year in this certificate first above written.	set my hand and affixed my official seal the
	Notary Public for the State of Residing at My Commission Expires



Exhibit A: Townhouse Preliminary Plat

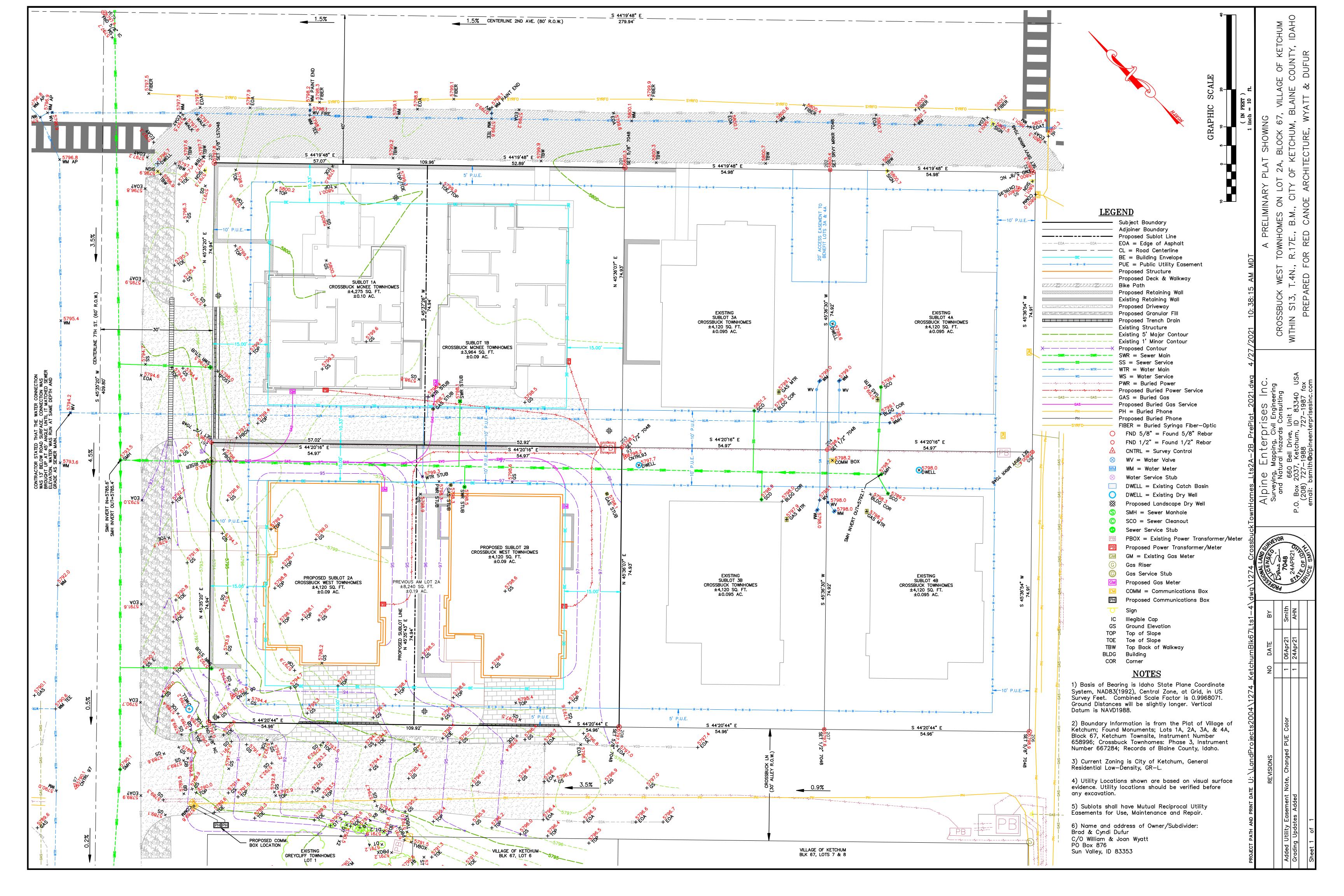




Exhibit B: Right-of-Way Improvements Plans

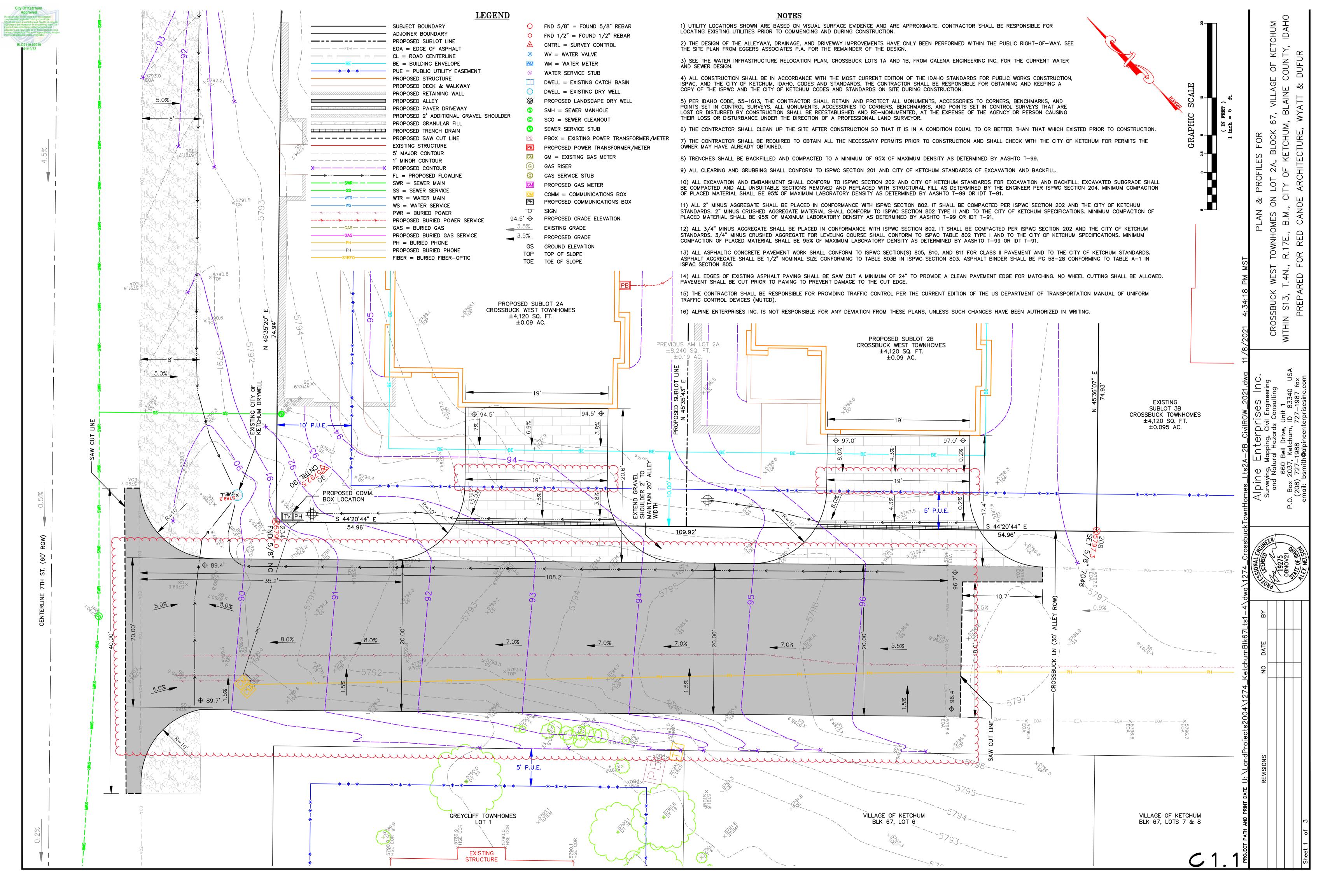




Exhibit C: Landscape Plan

Natural Grass

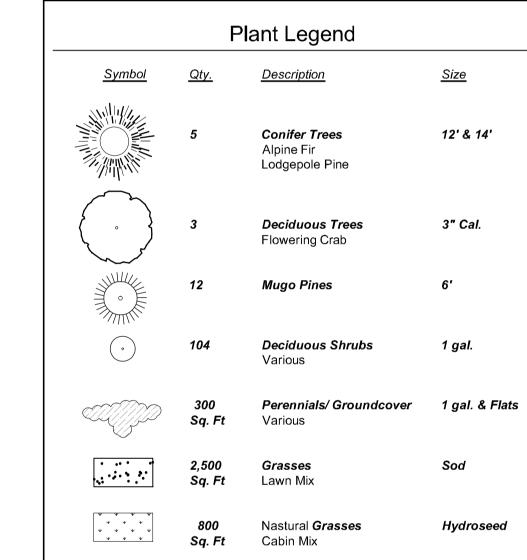
Sewer Manhole

Landscape Plan Notes All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system. 2. All planting beds to have 3" cover of bark or compost mulch. 3. Trees shown at approximately 2/3 mature diameter. 4. All utilities are underground and shall be located prior to any work.

Crossbuck

West

Plan Legend Proposed Contour Proposed Concrete Wall Proposed Gabion Wall Decorative Gravel 3/8" Chip Landscape Drywell



Lawn Vines Vines Residence Lot 2B Carage Garage Residence Lot 2B Entry Garage Existing Paved Alley 5797	Lot 3B	Lot 4B	5 Confer Trees Alpine Fir Lodgepole Pine 3 Deciduous Trees Flowering Crab 12 Mugo Pines 6 104 Deciduous Shrubs Various 1 gal. Various 300 Perennials/ Groundcover 1 gal. & Flats Various 800 Presentials/ Groundcover 1 gal. & Flats Various 800 Rastural Grasses Sq. Ft Cabin Mix Snow Storage Description Proposed Driveways 750 x 30% Required Snow Storage 225 Proposed Snow Storage 250 Notes: 1) See Civil Plans For All Work In Right Of Way 2) See Civil Plans For Water And Sewer Design	Job No: 21.02 Scale: 1" = 10¹-0" Issue/Revisions: Date: Design Review 03/26/21 RVSD 05/10/21 RVSD 06/15/21 All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Eggers Associates PA. Sheet Title: Landscape Plan
			Scale: 1" = 10' - 0" DESIGN REVIEW - RVSD 06/15/21	Sheet No:



ATTACHMENT B: Crossbuck West Townhomes Approved Preliminary Plat

