



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: September 2, 2025 Staff Member/Dept: Abby Rivin, Senior Planner
Planning and Building Department

Agenda Item: Recommendation to review and approve Development Agreement #25978 stipulating the total number of dwelling units required at the time of future redevelopment of the property located at 310 Georgia Road.

Recommended Motion:

"I move to approve and authorize the Mayor to sign Development Agreement #25978."

Reasons for Recommendation:

- The Building Official conducted an inspection and condemned the existing single-family residence located at 310 Georgia Road on March 4, 2025.
- Pursuant to Ketchum Municipal Code §17.04.030.D, "Development of property, in any zone district, may not result in the net loss of dwelling units." Prior to the demolition of a condemned building, Ketchum Municipal Code §15.16.030.A1 requires that a development agreement shall be entered into between the owner of property and the City stipulating the total number of unit required at the time of future development of the property will be at least in an amount sufficient to result in no net loss of dwelling units.
- Development Agreement #25978 stipulates that a minimum of one dwelling unit is required at the time the property located at 310 Georgia Road is redevelopment to comply with the City's no net loss of dwelling units requirement.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account. There is no financial requirement from the city for this action.

Attachments:

1. 310 Georgia Rd Development Agreement #25978

**310 GEORGINIA ROAD DEMOLITION
DEVELOPMENT AGREEMENT #25978**

Parties:

City of Ketchum	"City"	Mailing Address: PO Box 2315, Ketchum, Idaho 83340
Lift View LLC	"Owner"	Mailing Address: PO Box 983, Eagle, ID 83616

This Development Agreement ("Agreement") is entered into as of the ____ day of _____ 2025, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Lift View LLC, an Idaho limited liability company ("Owner").

RECITALS

WHEREAS, the Owner is owns the real property located at 310 Georgia Road, Ketchum, ID 83340, Parcel Number RPK0590003006B, and legally described as Warm Springs Village 2nd Addition: Block 3: Lot 6B (the "Subject Property").

WHEREAS, the Subject Property is developed with an existing single-family residence (the "Existing Home") that was constructed in 1962. The Existing Home is older than 50 years of age and is qualified as historic pursuant to Ketchum Municipal Code §15.16.020.

WHEREAS, the City Building Official conducted an inspection of the existing single-family residence on the Subject Property on condemned the residence on the Subject Property on March 4, 2025.

WHEREAS, the Owner submitted Demolition Permit Application File No. 25-KET-00053 to demolish the Existing Home on March 7, 2025. Pursuant to §15.16.050-*Condemnation and demolition by neglect*, a historic building may be exempt from the provisions of §15.16.040-*Permit process for demolition of a historic building* and a demolition can be accepted and processed per the provisions of §15.16.030-*Permit process for demolition of a nonhistoric building*.

WHEREAS, prior to the demolition of a condemned building, Ketchum Municipal Code §15.16.030.A1 requires that a development agreement shall be entered into between the owner of property and the City stipulating the total number of unit required at the time of future development of the property will be at least in an amount sufficient to result in no net loss of dwelling units.

WHEREAS, pursuant to Ketchum Municipal Code §17.04.030.D-*Applications: no net loss of units*, Development of property, in any zone district, may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated included all listed or defined dwelling unit uses and terms in this Code such as, but not limited to, "dwelling, one-family," "dwelling, multi-family," "dwelling unit, accessory," and "work/live unit."

AGREEMENT

THEREFORE, in consideration of the above recitals, the mutual agreements herein contained, and subject to the terms and conditions stated, it is hereby understood and agreed upon by the Parties as follows:

1. **Future Redevelopment.** At time of future redevelopment of the Subject Property, Owner agrees to develop a minimum of one dwelling unit with one or more rooms, including a bathroom, and a kitchen, design for or occupied as a unit by one person or family, for living and cooking purposes, located in a one-family or multiple-family dwelling.
2. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing executed by the parties in the manner the Agreement was approved.
3. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
4. **Attorney Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
5. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

DATED THIS ____ DAY OF _____ 2025.

OWNER
By: Lift View LLC

CITY OF KETCHUM

Bobbie Jordan
Its: Managing Member

Neil Bradshaw
Mayor

ATTEST:

Trent Donat, City Clerk

STATE OF _____,)
County of _____.) ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____