

**City of Ketchum** Planning & Building

#### STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION SPECIAL MEETING OF MAY 23, 2023

- PROJECT: Crossbuck McKnee Townhomes
- FILE NUMBER: P23-015
- APPLICATION TYPE: Phased Development Agreement

**REPRESENTATIVE:** Jeff McKnee

- PROPERTY OWNER: MMGM11, LLC
- **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: Southwest Corner of 7th Street and W 2nd Ave Ketchum Townsite Amended Lot 1A, 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 May 3, 2023. The public hearing notice was published in the Idaho Mountain Express the on May 3, 2023. A notice was posted on the project site on May 16, 2023 and the city's website on May 8, 2023.

### I. EXECUTIVE SUMMARY:

The Applicant is requesting a phased development agreement for the Crossbuck McKnee Townhomes located at the southwest corner of W 7<sup>th</sup> Street and N 2<sup>nd</sup> Ave (the "subject property") as shown in Figure 1. The Crossbuck McKnee Townhomes project includes two sublots (1A and 1B) 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) outlines



Figure 1: Subject Property Location and Zoning

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 (P21-025) and Townhouse Preliminary Plat (P21-026), for two detached townhomes on the Property, on September 21, 2021. A phased development agreement was not requested or approved at the time of approval of the townhouse preliminary plat. The city issued a building permit for sublots 1A and 1B (B21-133), and both sublots are currently under construction.

The City of Ketchum received an application for a phased development agreement on March 9, 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 21, 2021 which included all the requirements of 16.04.030. The approved preliminary plat, which includes sublots 1A and 1B, is included as Attachment B.

According to the applicant, development of sublot 1B will be completed first, followed by sublot 1A a few weeks later. The draft Phased Development Agreement includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat.

#### IV. STAFF RECOMMENDATION

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

#### V. RECOMMENDED MOTIONS

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

#### ATTACHMENTS:

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



## Attachment A: Draft Phased Development Agreement #22854 with 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 MCKNEE TOWNHOMES PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22854

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 MMDM11, LLC, owners of real property ("Owner").

#### RECITALS

WHEREAS, Owner owns certain real property legally described as Lot 1A, 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, the Planning and Zoning Commission approved a Design Review application (P21-025) and Townhouse Preliminary Plat (P21-026), for two detached townhomes on the Property, on September 21, 2021. A phased development agreement was not requested or approved at the time of approval of the townhouse preliminary plat.

WHEREAS, City issued a building permit for sublots 1A and sublot 1B (B21-133), 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 1A and 1B (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 through the private driveway 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 7<sup>th</sup> 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.
- 2. <u>Construction and Completion Schedule.</u>
  - 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 7<sup>th</sup> Street and 2<sup>nd</sup> Ave, 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
- (5) Repair of any damage to the regional bike path along W  $2^{nd}$  Ave.
- 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
- 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 1B should Owners comply with all above recitals.
- 4. <u>Owners' Association Assumption of Responsibilities.</u> 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. <u>General Provisions.</u>

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: \_\_\_\_\_ Manager: Jeff McNee MMDM11, LLC

By: \_\_\_\_\_

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

### **ACKNOWLEDGEMENT FOR CITY**

STATE OF IDAHO	)
	) ss.
COUNTY OF BLAINE	)

On this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of \_\_\_\_\_\_ Residing at \_\_\_\_\_\_ My Commission Expires \_\_\_\_\_\_

#### **ACKNOWLEDGEMENT FOR OWNER**

STATE OF \_\_\_\_\_) ) ss. COUNTY OF \_\_\_\_\_)

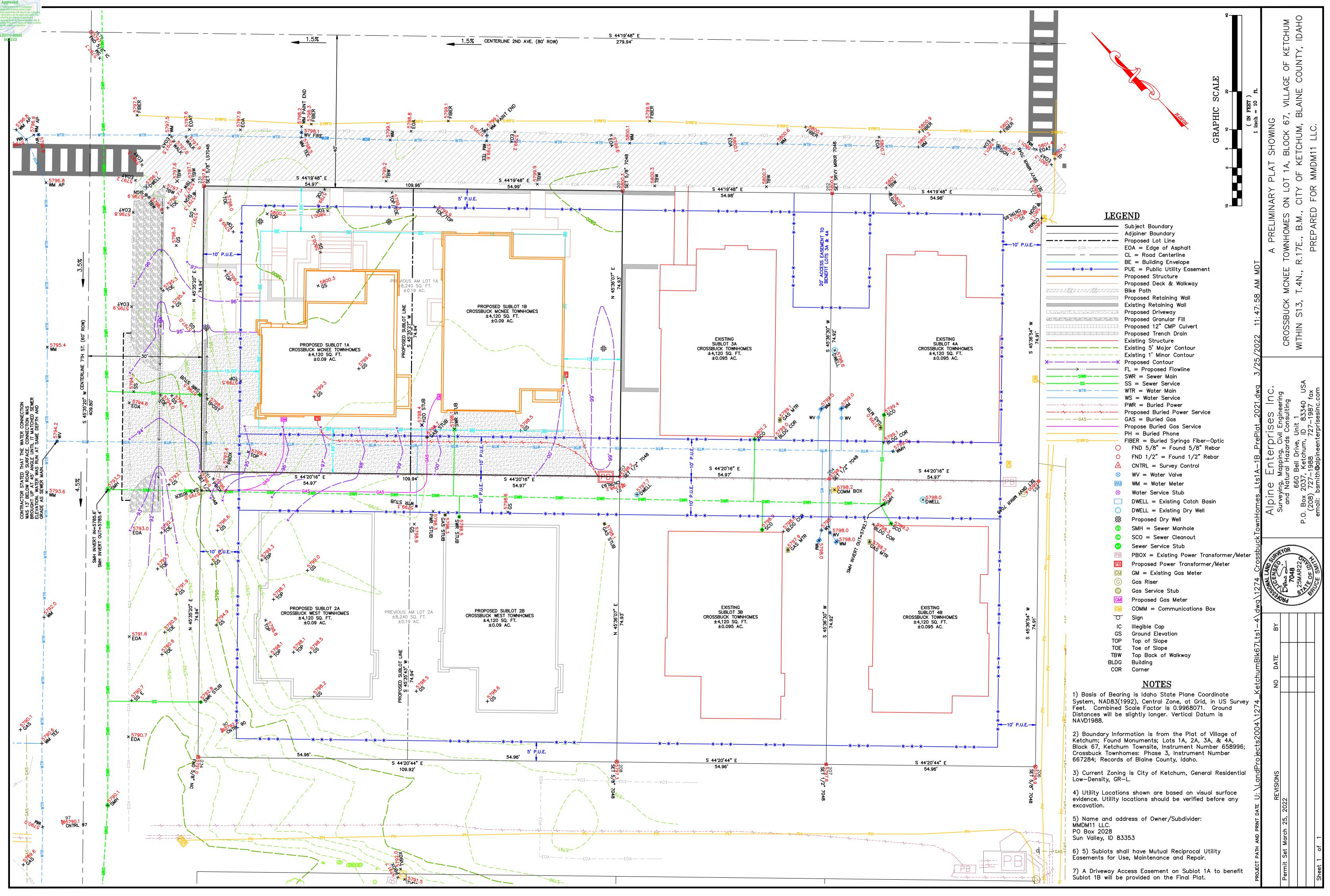
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared JEFF MCNEE, known to me to be the owner of certain real property at Lot 2A, Blk 67 of Ketchum Townsite, and known to me to be the person whose name is subscribed to the foregoing instrument, 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 in this certificate first above written.

Notary Public for the State of \_\_\_\_\_\_ Residing at \_\_\_\_\_\_ My Commission Expires \_\_\_\_\_\_

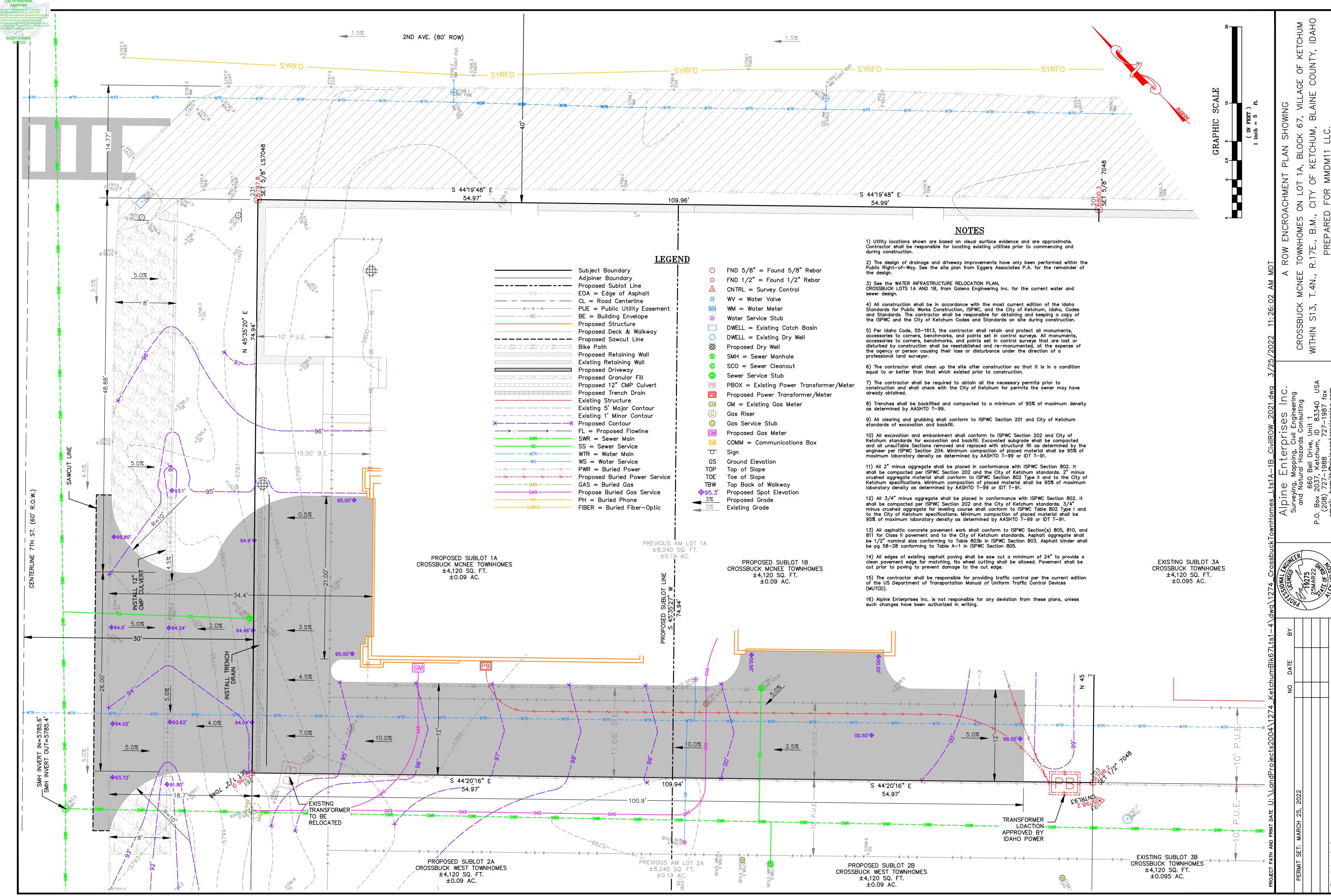


# Exhibit A: Townhouse Preliminary Plat



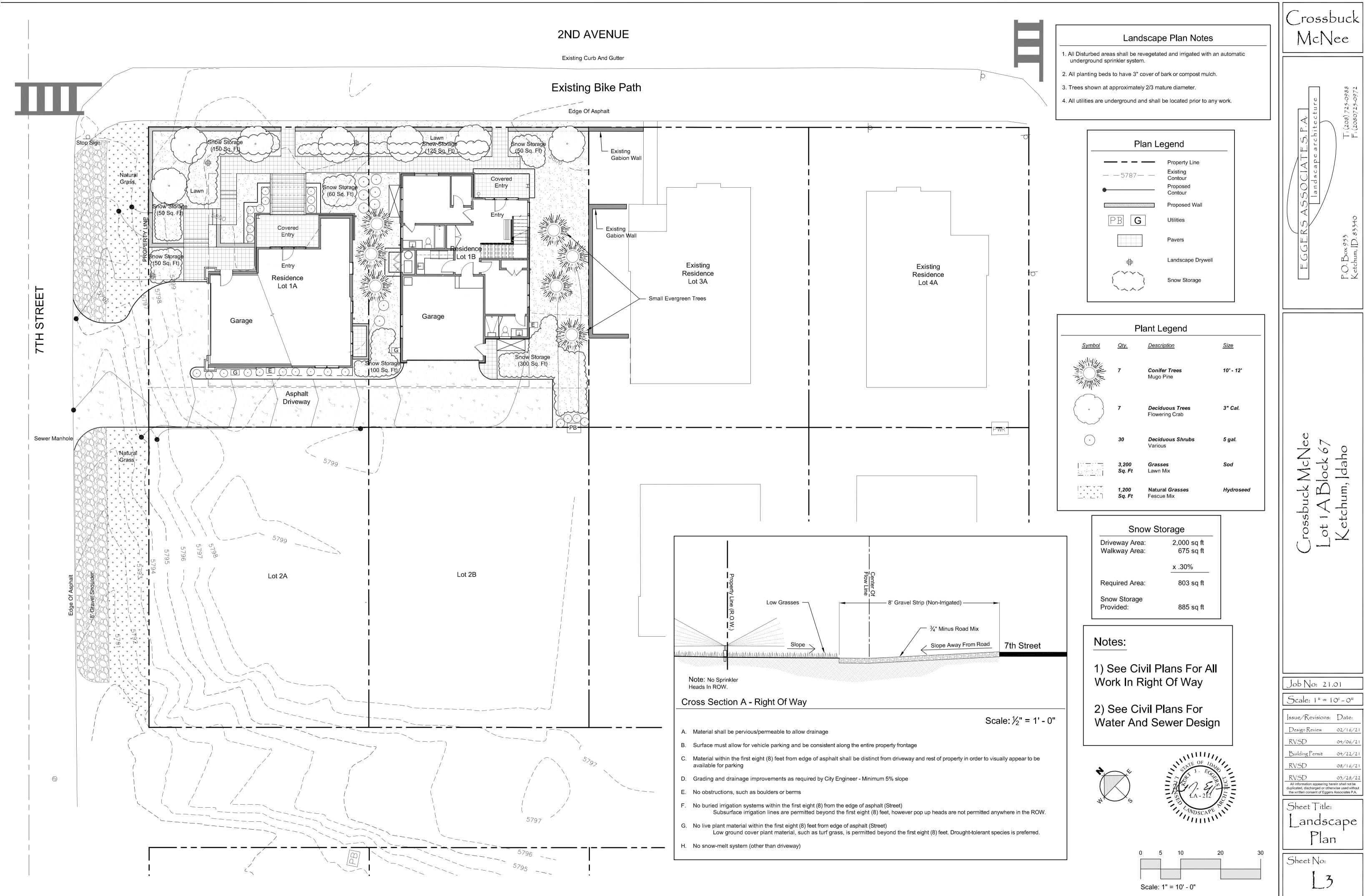


# Exhibit B: ROW Improvements Plan





# Exhibit C: Landscape Plan



BLD2112-00045 04/22/22

Permit Set - RVSD - 03/28/22



# Attachment B: Crossbuck McKnee TH Preliminary Plat

