



City Council Staff Report

REPORT DATE: April 16, 2024

HEARING DATE: April 24, 2024

FILE NUMBER / NAME	Development Agreement for LU2023-04 – Snavelly Group – Sherman Park Workforce Housing		
APPLICATION TYPE	Approval of the Development for the approved rezoning to CX Commercial Mixed Use		
PROJECT APPLICANT	Snavelly Group	PROPERTY OWNERS	City of Victor
PROJECT LOCATION	Approx. 3 acres between S Agate St and Baseline Road	PARCEL # / TAX #	Part of RPB3N45E117200

Re: Applicable Victor Values:

- | | | |
|--|---|---|
| <input type="checkbox"/> Culturally Historic | <input type="checkbox"/> Sustainable | <input type="checkbox"/> Connected to Nature |
| <input type="checkbox"/> Small Town Feel | <input checked="" type="checkbox"/> Family Friendly | <input checked="" type="checkbox"/> Administrative Need |

PURPOSE & PROCESS

This hearing is being conducted for the sole and express purpose of approving the Rezone Development Agreement being required per Idaho Code 67-6511A (the “DA”). The Design Development Plan and the Lease Option have already been approved so decision and public comment should not pertain to those matters. Decision and public comment should focus on the DA, recognizing that the conditions and parameters of the DA were set out in the motion made to approve the rezone on April 26, 2023 (minutes are attached). This hearing and decision should therefore focus on the conditions of approval set forth in the May 2, 2023, findings (attached) as well as the conditions of approval for the Design Development Plan and the Lease Option to the extent they bear on the DA.

BACKGROUND/ALTERNATIVES/RECOMMENDATION

The rezoning to the CX Commercial Mixed Use Zoning District was approved by Council subject to a number of conditions on April 26, 2023 (see attached notice of decision and meeting minutes). The Council could approve the Development Agreement, required amendments to the DA consistent with the approvals given to date, or continue the decision to the next meeting. The Council could also deny the DA but staff and legal recommend against a denial. Staff Recommends approving the Development Agreement, with the possibility of requiring amendments consistent with the approval given to date.

ATTACHMENTS

- Minutes from rezoning approval
- Notice of Decision and Findings of Fact
- Proposed Development Agreement

FISCAL IMPACT

n/a

STAFF IMPACT

n/a

LEGAL REVIEW

Complete. The City Attorney has been working with the applicant’s attorney regarding the drafting of the proposed DA.

MOTIONS

I move to approve the Development Agreement for LU2023-04 to the Rezoning to the CX Commercial Mixed Use Zoning District in form approved by the Victor City Attorney. ;or

I move to approve the Development Agreement for LU2023-04 to the Rezoning to the CX Commercial Mixed Use Zoning District with the modifications set forth below, all in form approved by the Victor City Attorney.

Roll call vote.

City Council Meeting

April 26, 2023

Victor, ID

Victor City Council met in regular session in the Council Chambers in City Hall at 138 N Main Street at 7:00 P.M. Upon roll call the following were found to be present:

Mayor & Council: Will Frohlich, Amy Ross, and Sue Muncaster. Stacy Hulsing was absent, Emily Sustick called in.

Staff: Herb Heimerl, Jeremy Besbris, Jasmine Griffin, Kim Kolner, Nolan Grunski, and Michelle Smith.

Work Session.

Housing Work session-Cottage Court Amendments. Kim Kolner and Nolan Grunski made staff comment outlining discussion points regarding the history and future improvements to the cottage court standards proposed regulations and amendments by focusing on the bulk standards of the building footprints being four hundred square feet, the unit types allowed configurations on predominate shapes, the minimum site dimensions, and zoning regulations, and focusing on design standards. Public comment was opened. Public comment was closed. Further deliberation was made regarding short-term/long-term rental provisions, ownership options. No action taken at this time.

Public Hearing & Action Items.

Public Hearing: LU2023-04 – Snavely Group – Sherman Park Affordable Housing, Ordinance O608: An Ordinance of The City of Victor Amending the Official Zoning Map of The City of Victor, which is part of Title 10 of The City's Municipal Code, to Assign Commercial Mixed Use (CX) to the 3.52-Acre Parcel of Land-Kim Kolner confirmed that proper notice has been given and that supporting materials are complete. No Council members declared a conflict of interest. Kim made staff comment stating that the applicant is requesting a rezoning from REC Parks and Recreations to CX Commercial Mixed Use to help establish a childhood development center, and stated that for ExParte disclosure, the city is working with Snavely Group and the lease agreement discussions between applicant, staff, city attorney, council and the construction timeline with the applicant and P&Z, as it relates to their two pending applications. Kim stated that staff recommends the applicant work with public works on the stormwater management plan and snow removal plans. Staff reviewed the conditions of approval for the development agreement that are listed below. Discussion was made between council and staff regarding a traffic study- this will not apply to this project, and the zone reverting back to REC if something happens to this project. Freddy Botur made public comment regarding the project and proposed CX zone and the ability to allow a childhood development center to be built at this site as a contribution to the city. Public comment was opened. Public comment was closed.

A motion was made by Councilwoman Muncaster and seconded by Councilwoman Ross that having concluded that the criteria for approval of a Rezoning found in Title 10, Article 14.7.12.B have been met, I move approve of LU2022-04 for rezoning of the property as described in the application materials submitted on February 9, 2023 to the CX Commercial Mixed Use zoning district, and subject to the conditions of approval in the staff report for the April 26, 2023 public hearing being made a part of an Idaho Code 67-6511A development agreement in form and substance acceptable to the City. Mayor Frohlich called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Councilwoman Muncaster and seconded by Councilwoman Ross to waive the first reading in full of the Ordinance #O608 and read it by title only, and to waive the second and third Ordinance readings. Mayor Frohlich called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Councilwoman Ross and seconded by Councilwoman Muncaster to approve Ordinance #O608, an Ordinance of The City of Victor amending the official zoning map of The City of Victor, which is part of Title 10 of the City's municipal code, to assign Commercial Mixed Use (CX) to the 3.52-acre parcel of land and to direct the City Clerk to publish the ordinance. Mayor Frohlich called for a roll call vote. Councilwoman Ross- In Favor, Councilwoman Muncaster- In Favor, Councilwoman Sustick- In Favor. The motion carried.

Conditions of Approval:

1. The Applicant shall be solely responsible for compliance with these conditions of approval, all applicable development requirements, and all previous and future land use decisions rendered for the Project. All federal state and local laws shall be met.
2. At the time of development, street trees per Article 12 of the LDC shall be installed by the developer along Baseline Road and S Agate Ave.
3. The developer shall work with the Public Works and Engineering Department to design and improve the existing Crosswalk to better align with the intersection at Baseline Road, in accordance with the City of Victor Public Works Standards Specifications and Drawings. This shall be completed before any Certificate of Occupancies are granted.
4. Relevant portions of the Design Development Plan shall be formalized in the Development Agreement before final approval and recording of the DA.
5. The applicant shall meet all plans and specifications requirements as deemed necessary by the Public Work's director in accordance with the City of Victor Public Works Standards Specifications and Drawings and DEQ.

Resolution R564: A Resolution of The City of Victor Adopting a Refund Policy for Permits and Developer Fees Providing an Effective Date. Jasmine Griffin made staff comment regarding the purpose of this item is for the Council to consider adopting a refund policy for permits and developer fees and outlined the eligibility for a refund as: to receive a refund, the developer must submit a written request to the city planner, all requests for refunds must be submitted within one year of the date of expenses, an administrative fee of 10% will be assessed on the total amount of the refund as well as any expenses incurred by the city at time of request, and refund will only be given to the person/entity that made the initial payment.

A motion was made by Councilwoman Ross and seconded by Councilwoman Muncaster to approve Resolution R564, a resolution to adopt a refund policy for permits and developer fees. Mayor Frohlich called for the vote. The vote showed all in favor. The motion carried.

Consent Calendar:

A motion was made by Councilwoman Muncaster and seconded by Councilwoman Ross to approve the consent calendar including items a-d as presented with the following motions:

- a. To approve the April 12, 2023 regular meeting minutes as presented.
- b. To approve the disbursements as presented.
- c. To approve the approval of the Historical Preservation Plan as presented.
- d. To approve the approve purchase of utility easement for lift station #2 as presented.


Mayor Frohlich called for a roll call vote. Councilwoman Ross- In Favor, Councilwoman Muncaster- In Favor, Councilwoman Sustick- In Favor. The motion carried.

Matters from Mayor, Council & Staff.

Dashboard. The dashboard included planning applications and permits, the next scheduled P&Z and URA meeting dates, the Q2 treasurer report, FY2024 budget calendar.

Adjourn. A motion was made by Councilwoman Ross and seconded by Councilwoman Muncaster to adjourn the meeting. Mayor Frohlich called for the vote. The vote showed all in favor. The motion carried. The meeting was adjourned at 8:15 P.M.

City of Victor



Will Frohlich, Mayor

ATTEST:



Michelle Smith, City Clerk

Minutes: MS 04262023





CITY OF VICTOR

Planning & Building Department

Date: May 2, 2023
From: Kimberly Kolner, Planning and Zoning Director
To: Snavelly Group

RE: LU2022-04 – Rezoning - Sherman Park – NOTICE OF DECISION --

Dear Applicant,

This letter is to inform you of the decision the City Council made regarding your application for a rezoning from REC Park and Recreation to CX Commercial Mixed Use on an approximately 3 acres between S. Agate St and Baseline Road in Victor, Idaho. This determination was made April 26, 2023.

The Victor City Council concluded that your application was in compliance with the criteria in Title 10, Article 14.7.12.B, with detail provided in the attached Findings of Fact (FoF), and is **approved** with conditions: *(Project specific conditions)*

1. The Applicant shall be solely responsible for compliance with these conditions of approval, all applicable development requirements, and all previous and future land use decisions rendered for the Project. All federal state and local laws shall be met.
2. At the time of development, street trees per Article 12 of the LDC shall be installed by the developer along Baseline Road and S Agate Ave.
3. The developer shall work with the Public Works and Engineering Department to design and improve the existing Crosswalk to better align with the intersection at Baseline Road, in accordance with the City of Victor Public Works Standards Specifications and Drawings. This shall be completed before any Certificate of Occupancies are granted.
4. Relevant portions of the Design Development Plan shall be formalized in the Development Agreement before final approval and recording of the DA.
5. The applicant shall meet all plans and specifications requirements as deemed necessary by the Public Work's director in accordance with the City of Victor Public Works Standards Specifications and Drawings and DEQ.

The approval granted herein is limited to the proposed project and those items specifically addressed in the application materials and staff report, and only to the extent that the project complies with the Victor Land Use Development Code and any other applicable City regulations. Approval of this request neither grants nor implies approval for other actions or permits.

This decision may be appealed by requesting the commission reconsider its decision by filing such a request in writing within fourteen (14) days of the public meeting held on April 26, 2023. Such written requests must identify specific deficiencies in the decision for which reconsideration is sought and must be accompanied by the required appeal application form and fee to be considered a complete appeal application. Upon reconsideration, the decision may be affirmed, reversed, or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration or the request is deemed denied. If, following reconsideration, you are still not satisfied with a decision, you may pursue an appeal to the District Court within twenty-eight (28) days of written decision being delivered.

Should you have questions, please contact me at (208) 787-2940 or by email at kimberlyk@victoridaho.gov.

Sincerely,



Kimberly Kolner, AICP

Planning & Zoning Director



Findings of Fact & Conclusions of Law

REPORT DATE: May 2, 2023

HEARING DATE: April 26, 2023

FILE NUMBER / NAME	LU2023-04 – Snavelly Group – Sherman Park Affordable Housing		
APPLICATION TYPE	Rezoning from REC Park and Recreation to CX Commercial Mixed Use		
PROJECT APPLICANT	Snavelly Group	PROPERTY OWNERS	City of Victor
PROJECT LOCATION	Approx. 3 acres between S Agate St and Baseline Road	PARCEL # / TAX #	RPB3N45E117200
LAND USE MAP	DN Downtown Neighborhood	LAND USE ACTIVITY	Vacant sage brush
ZONING DISTRICT	REC Parks and Recreation	OVERLAY DISTRICT	None

PROPOSAL & APPLICATION PROCESS

The applicant is requesting a Rezoning from REC Parks and Recreation to CX Commercial Mixed Use zoning district. The application was filed February 10, 2023. The pre-application meeting was held on February 2, 2023.

PROCEDURE

This procedure requires a Public Hearing before the City of Victor Planning & Zoning Commission. Property owners within 300' have been notified by mail of this application. The Planning & Zoning Commission recommended approval of the rezoning. The application will then have a public hearing before the City Council for the final decision.

FINDING OF FACT

- Planning and Zoning Commission received public testimony from Staff, and the Applicant at the March 16, 2023 public hearing.
- Planning and Zoning Commission voted to recommend approval of the application.
- City Council received public testimony from Staff, and the Applicant at the April 26, 2023 public hearing.
- The Findings of Fact contained herein are derived from the specific decision criteria outlined in the Victor Land Development Code and are hereby adopted as the Findings of Fact in this matter.
- The Final Order has been reached and approval of the application has been issued. Ordinance O608: An Ordinance of The City of Victor Amending the Official Zoning Map of The City of Victor, which is part of Title 10 of The City's Municipal Code, to Assign Commercial Mixed Use (CX) to the 3.52-Acre Parcel of Land was approved, published, and recorded with the Teton County Recorder's office.

Regulation	Required/Allowed	Proposed	Conformance/Staff Comment
14.7.12.B.1	The Zoning Map Amendment substantially conforms to the Comprehensive Plan.	This property has been identified by the City of Victor as the location for a workforce housing project with high-density multifamily buildings. This is different and updated from the Comprehensive Plan, which showed	The Future Land Use Plan's designation for this property is OS Open Space due to the fact that it is City owned park land. The City Council has selected this site for an affordable

		the future land use category as Open Space (OS).	housing project. The park master plans did not ever have any park amenities planned for this area of the park and was shown on the parks master plan as future buildings. The Comprehensive Plan also supports deed restricted affordable housing and for that this criterion has been met.
14.7.12.B.2	The Zoning Map Amendment substantially conforms to the stated purpose and intent of this Code.	Per 5.2.1 of the Land Development Code, “CX is intended to accommodate a broader range of residential and nonresidential activity than NX. To promote walkability and compatibility, auto-oriented uses are restricted. Building type options include townhouse, apartment, live work, shopfront house, single-story shopfront, mixed use shopfront, and general building. CX should be applied in areas where the existing or proposed land use pattern promotes mixed use and pedestrian-oriented activity.” The proposed CX zoning is appropriate and allows for apartment buildings and the Early Childcare Center. The development program and immediate proximity to multi-purpose trails and the transit center supports the intended workforce residents and their families, encourages pedestrian activity and promotes transportation alternatives to automobiles.	This application conforms with the follow intent statement of 1.1.2: Mix of land uses; Take advantage of compact building design; Create a range of housing opportunities and choices; Create walkable neighborhoods; Foster distinctive, attractive communities with a strong sense of place. This criterion has been met.
14.7.12.B.3	The Zoning Map Amendment will reinforce the existing or planned character of the area.	This zoning map amendment will conform to the planned character of the area. The proposed workforce housing is directly adjacent to the public transit center and the Kolter Ice Arena. The proposed CX Zoning also allows for an Early Childcare Center on site and would be	This criterion has been met.

		considered a mixed-use for employment.	
14.7.12.B.4	The subject property is appropriate for development allowed in the proposed district.	The City of Victor requested Workforce Housing Development Proposals for this site.	The applicant is proposing a child care facility and other commercial amenities in addition to 80 affordable housing units. This criterion has been met.
14.7.12.B.5	There are substantial reasons why the property cannot be used according to the existing zoning.	The current zoning REC does not allow for the uses required to develop the workforce housing project envisioned by the City of Victor for this site.	The City of Victor is the owner of the property and does not have a park use proposed for this portion of the property in the master parks plan. This criterion has been met.
14.7.12.B.6	There is a need for the proposed use at the proposed location.	The City of Victor, through the RFP for this development, the January 2021 City of Victor Comprehensive Plan, and the March 2022 Teton Region Housing Needs Assessment all recognize the need for new workforce housing.	There is a housing need in the County the proposed development provides housing to residence with an 80-120 AIM through deed restrictions and agreements with the Joint Housing Authority. This criterion has been met.
14.7.12.B.7	The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.	The City of Victor identified this site as a location for a workforce housing project and issued an RFP to Development teams for the project. We anticipate the City of Victor has anticipated these needs and if there are any concerns about them they will be brought forward to the development team.	The subject property may be impacted by the Upper Pressure Zone. Additional engineering may be required when developing the site until the Upper Pressure Zone System and Tank are constructed. All other services should be sufficient. The City have not sure from any other service provider regarding concerns related to this applications. This criterion has been met.
14.7.12.B.8	The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater	The Development Plan maintains a landscaped edge and multi-purpose trails along South Agate Avenue and South Baseline Road. The Development Team is committed to sustainable design approaches to site design and engineering, including	The applicant will be required to prepare a stormwater management plan and snow storage management plan with their site plan review application. According to

	management, wildlife, and vegetation.	drought-tolerant and native landscaping, and provision of on-site storm water management basins. Parking is contained in the center of the site, which in combination with glare-resistant lighting will minimize glare impact from lighting and vehicles to neighboring and future developments. The proposed development is consistent with the existing and future uses as detailed and noted in Item 9 below. As a solely residential community, there will be minimal impacts with respect to noise, traffic, and pollution.	the applicant this criterion has been met.
14.7.12.B.9	The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.	The proposed development is adjacent to the following existing uses: <ul style="list-style-type: none"> • Kotler Arena and a Transit Center Parking Lot to the north • Grand Teton Brewing Company to the Southwest across South Agate Avenue • Single family homes to the east across South Baseline Road. Most of the area immediately to the East is designated for future land use Downtown Neighborhood (DN), which has a suggested density of 8-16 residential units per acre. The immediately adjacent existing uses, Comp Plan future uses, and proximity to the Downtown Core (14-24 units per acre) as defined in the Comp Plan are all consistent with the proposed development and associated density and should have no adverse impact on those properties.	This criterion has been met.

FINAL ORDER

Having concluded that the Criteria for Approval of a Rezoning found in Title 10, Article 14.7.12.B have been met, I move approve of LU2022-04 for rezoning of the property as described in the application materials submitted on February 9, 2023 to the CX Commercial Mixed Use zoning district, and subject to the conditions of approval in the staff report for the April 26, 2023 public hearing being made a part of an Idaho Code 67-6511A development agreement in form and substance acceptable to the City.

MOTION #2: Motion to waive the first reading in full of the Ordinance #0608 and read it by title only, and to waive the second and third Ordinance readings.

MOTION #3: Motion to approve Ordinance #0608, AN ORDINANCE OF THE CITY OF VICTOR AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF VICTOR, WHICH IS PART OF TITLE 10 OF THE CITY'S MUNICIPAL CODE, TO ASSIGN COMMERCIAL MIXED USE (CX) TO THE 3.52-ACRE PARCEL OF LAND and to direct the City Clerk to publish the ordinance.

CONDITIONS OF APPROVAL

These Conditions of approval shall be made part of an Idaho Code 67-6511A development agreement.

1. The Applicant shall be solely responsible for compliance with these conditions of approval, all applicable development requirements, and all previous and future land use decisions rendered for the Project. All federal state and local laws shall be met.
2. At the time of development, street trees per Article 12 of the LDC shall be installed by the developer along Baseline Road and S Agate Ave.
3. The developer shall work with the Public Works and Engineering Department to design and improve the existing Crosswalk to better align with the intersection at Baseline Road, in accordance with the City of Victor Public Works Standards Specifications and Drawings. This shall be completed before any Certificate of Occupancies are granted.
4. Relevant portions of the Design Development Plan shall be formalized in the Development Agreement before final approval and recording of the DA.
5. The applicate shall meet all plans and specifications requirements as deemed necessary by the Public Work's director in accordance with the City of Victor Public Works Standards Specifications and Drawings and DEQ.

Will Frohlich, Mayor

Date

Recording Requested By and
When Recorded Return To:

Planning Administrator
City of Victor Planning Department
130 N Main St.
Victor, Idaho 83455

For Recording Purposes Do
Not Write Above This Line

REZONE DEVELOPMENT AGREEMENT SOUTH AGATE STREET AND BASELINE ROAD

THIS REZONE DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2024 (the “Agreement Date”), by and between Snavely Property Company LLC, an Ohio limited liability company, and/or assigns (the “Developer”) and the City of Victor, a Municipal Corporation of the State of Idaho (the “City” or “Owner”).

RECITALS

A. City owns the real property that is legally described on Exhibit A, attached hereto and made a part hereof (the “Property”). A graphic depiction of the Property is attached hereto and made a part hereof as Exhibit B.

B. In cooperation with City, Developer submitted an application to the City to rezone the Property from the City’s Parks and Recreation Zone (REC) to the City’s Commercial Mixed Use (CX) zoning district.

C. Pursuant to City of Victor Application No. LU2023-04, the City rezoned the Property to the City’s Commercial Mixed Use (CX) zoning district (the “Rezone”).

D. The City’s written decision dated July 3, 2023, approving the Rezone is attached hereto and made a part hereof as Exhibit C (the “Decision”). The Decision, together with this Agreement, set forth the conditions of approval upon which City approved the Rezone and which conditions shall govern future development and use of the Property.

E. Pursuant to Idaho Code § 67-6511A, City has the authority to conditionally rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area.

F. City has held the public hearings required by law for the zoning of the Property, and for adoption of this Agreement.

G. City and Developer desire to enter into this Agreement to allow the Property to be developed as provided in this Agreement, subject to the terms and conditions hereof.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions.

- a. **DEVELOPMENT:** The development includes a high-density work force housing development consisting of 90 units (the “Development”). The Development shall be constructed, managed, and leased in accordance with the Design Development Plan, attached hereto and made a part hereof as Exhibit D (the “Design Development Plan”).
- b. **IMPROVEMENT:** Means the construction, enlargement, or extension, on the Property or off-site, of a public facility intended for dedication to the City, including but not limited to a street, curb and gutter, sidewalk, cross drain, catch basin, traffic control and street name sign, pathway, or other roadway appurtenance other than driveway apron connection, domestic water supply system main, fire hydrant, valve or other appurtenance other than a supply line to a building, or sanitary sewerage main or outfall, lift station, force main, manhole or other appurtenance other than a drain line from a building.

2. Permitted Uses. The uses of the Property that are allowed pursuant to this Agreement include all uses identified as allowed or conditionally allowed, with a conditional use permit, in the CX zone and all existing uses on the Property as of the Agreement Date; provided that the Property shall be used in accordance with the Design Development Plan.

3. Conditions of Approval of the Rezone. The Developer shall be solely responsible for compliance with the following conditions of approval and all applicable development requirements:

- a. Street trees per Article 12 of the LDC shall be installed by the Developer along the Property’s Baseline Road and S Agate Avenue frontages.
- b. Work with the City Public Works and Engineering Departments to design and improve the existing Baseline Road crosswalk to better align with the intersection at Baseline Road and S Agate Avenue, in accordance with the City of Victor Public Works Standards Specifications and Drawings prior to any certificates of occupancies for a Development being granted.
- c. Comply with all plans and specifications requirements as deemed necessary by the Public Works director in accordance with the adopted City of Victor Public Works Standards Specifications and Drawings and DEQ.
- d. The Developer shall exercise its right to lease property from the City pursuant to the terms of that certain Lease Option Agreement dated March 13, 2024 entered into by and between City and Developer, as may be amended.
- e. The Developer shall, at its sole expense, construct the Development in accordance with the Design Development Plan.
- f. The Development shall be managed and leased in accordance with the Design Development Plan.
- g. A bond or financial surety in the amount of 125% the cost of the Improvements shall be in place at the time of the pre-construction meeting, prior to any work on the Improvements, subject to the terms of this Agreement.

- h. Building permits may be issued prior to the completion of all Improvements if approved by the City and service providers, but no occupancy will be approved until Improvements are complete and accepted. Excavation permits may be issued once site plan approval has been granted to allow foundations to be placed during construction of Improvements.
- i. In addition to those requirements contained herein, and, as a condition of rezoning, Developer must install required infrastructure improvements, including, but not limited to, corresponding street, sidewalks, and utilities as required by applicable city code standards.
- j. On the northeast corner of the Property, the Parties anticipate the construction of an approximately 4,500 square foot multi-use public building to be used for early childhood education services and general civic purposes (the “Community Center”). While the Community Center is on the Property, it is not part of the Development or the Design Development Plan governing Developer’s development and use of the Property. The final design and use of the Community Center shall be at the discretion of the City. The Community Center is not part of the Development, but Developer shall be responsible for the following: (i) Developer shall use best efforts to participate in collaborative efforts with the City and other stakeholders to find a funding source for the Community Center; and (ii) if necessary funding is obtained by the City, stakeholders, or others, Developer will act as a project manager for the construction of the Community Center at no cost to the City; such project management services include supervising the construction of the Community Center pursuant to the City’s final plans and specifications with the objective of causing the Community Center to be completed in a good and workmanlike manner in accordance with the plans and specifications. The Developer shall meet with the City at least quarterly for no less than 36 months from the Agreement Date to work towards the development of the Community Center. The Developer will assist the City in making applications for grants and other funding opportunities, but the City will be the lead on obtaining funding.
- k. In the event any of the conditions contained herein are not met or any applicable ordinance or policy of the City is not adhered to, after not less than 60 days written notice and opportunity to cure, the Rezone approval will be void and the zoning will revert to Parks and Recreation Zone (REC).

4. Control of trash, weeds, dust, erosion, and sedimentation. During construction of the Development, the Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during every phase of construction. The responsibilities in this Section shall run with the land and they shall therefore apply before, during, and until completion of the Development.

5. Permits. The Developer is responsible for obtaining all right-of-way, access, excavation, and other permits and approvals required by local, State, and Federal regulations in connection with the Development.

6. Inspection Fees. Subject to the City's public/private matching commitments for the Development, the Developer agrees to pay all inspection fees as required by the City in accordance with applicable codes and regulations.

7. Final Inspection and Approval of Improvements. The Developer shall notify the City when it believes that the Improvements have been fully and properly completed and shall request final inspection and approval and acceptance of the Improvements by the City. The City will provide prompt interim and final inspection of the Improvements when notified by the Developer of completion. Developer must provide a signed and sealed letter from an engineer stating all Improvements are 100% completed according to City regulations and performance standards. Upon inspection, the City shall give timely written acceptance of the Improvements or a written checklist of material deficiencies, such noted deficiencies shall be specific as to location and shall specify, in detail, the necessary corrective action to be taken by the Developer. Upon approval of the final inspection, the City shall give express written acceptance of the Improvements.

8. As Constructed Plans. Prior to City inspection and approval of any future Improvements, the Developer will file signed and sealed "As Constructed" Improvement Plans with the City Engineer, along with a letter of certification from a licensed engineer as to the accuracy of the corrected plans. Such "As Constructed" Improvement Plans shall show actual constructed location of all required Improvements.

9. Warranty of the Improvements. With respect to any future Improvements, Developer warrants, or will assign to City such warranties, the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Improvements that occur or become evident within two years after acceptance of the Improvements by the City. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days after written demand by the City to do so, correct it or cause it to be corrected. If the defect or deficiency cannot be reasonably corrected within thirty (30) days after written demand from the City, the Developer shall commence the correction of the deficiency within the thirty (30) day period and proceed with reasonable diligence to correct the same or cause it to be corrected. The warranty provided by this Section shall be extended for a full year from the date of repair or replacement of any Improvements repaired or replaced pursuant to such demand.

10. Default. If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements required by this Agreement, the City shall inform the Developer in writing of the specific default or failing. If the default or failing continues for ninety (90) days after such written notice and the Developer makes no attempt to remedy the default (an "Event of Default"), the City shall have, in addition to all of its other rights under the law, the right to complete the construction of the Improvement(s) or to correct the defect or deficiency, using either its own forces or contractors hired for that purpose and to assess the cost of the same against the Property as a lien. Included in the costs of the work, the City is entitled to reasonable legal fees and reasonable administrative expenses.

11. Remedies. Following an uncured Event of Default, the City, at its option, may exercise any rights and remedies it may have under law including: (i) the City reserves the right, in its absolute discretion, to revoke the Developer's Rezone approval and reinstate the Property's REC zoning, and after such revocation, if Developer chooses to move forward, Developer will have to reapply for necessary approvals under the then current City zoning ordinances; (ii) the City may

impose penalties on the Developer in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the scheduled completion date or not to exceed the work to correct the defect or deficiency; (iii) the City may withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development, refuse to accept ownership and maintenance of any Improvements and record a notice of such action in the Teton County Clerk and Recorder's Office, or issue a "stop work" or "cease and desist" order for any building or Improvement under construction in the Development. All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the City.

12. Voided Agreement. Following an uncured Event of Default, and in compliance with all notice and hearing procedures, the City, at its option, may void this Agreement and any vested right should the Developer fail to perform in compliance with this Agreement.

13. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

14. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

15. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the City shall be addressed to, or delivered at, the following address:

City of Victor
ATTN: Planning Administrator
138 N. Main St., Suite #201
P.O.Box 122
Victor, ID 83455

Notices to the Owner shall be addressed to, or delivered at, the following address:

Snavely Property Company LLC
ATTN: Peter L. Snavely Jr.
7139 Pine St., Suite 110
Chagrin Falls, OH 44022

By notice complying with the requirements of this Section, each party shall have the right to change the address for all future notices, but no notice of a change of address shall be effective until received as provided above.

16. Enforcement. The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

17. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19. Filing. The City shall have this Agreement recorded in the office of the Teton County Clerk and Recorder. The Developer shall reimburse the City for any recording fees.

20. No Conflicts. The City and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the City with respect to the approval of this Agreement. The City and the Developer also acknowledge and agree that this Agreement is supported by LDC and Idaho statutes. The City and the Developer agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. To the extent there is a conflict as between the terms and conditions of this Agreement and the Decision, the terms and conditions of this Agreement shall control.

21. Authority to Execute. The City hereby warrants and represents to the Developer: (1) that the person executing this Agreement on its behalf has been properly authorized to do so by the City Council and has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Property as set forth herein, (2) City is the record owner of fee simple title to the Property. The Developer hereby warrants and represents to the City: (1) that the person executing this Agreement has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) that all legal action needed to authorize the execution, delivery, and performance of this Agreement has been taken, and (3) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will: (i) result in a breach or default under any Agreement to which the Developer is a party or to which it or the Property is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the Property is subject.

22. Applicable Codes and Ordinances. The Developer agrees to abide by all ordinances, regulations, and codes of the City and those of the special purpose districts providing service to the Property.

23. Governing Law. This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

24. Attorney's Fees. Should any litigation be commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction.

25. Final Agreement. This Agreement sets forth all promises, inducements, agreements, condition and understandings between Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Developer and City, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the

Exhibits. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

26. No Waiver of City Rights. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuity waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that the City reserves the right to revoke all approvals and the Rezone upon an uncured Event of Default in accordance with Section 11 of this Agreement.

27. Effective Date. This Agreement shall become valid and binding only upon its approval by the City Council and its recording in the Teton County Clerk and Records Office; and it shall be effective on the date first written above.

28. Enforcement. The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

29. Assignment. It being the expectation of the Parties that Developer shall complete the Development in accordance with the Design Development Plan, the rights, duties, and obligations of Developer pursuant to this Agreement shall not be assigned by Developer, except to a Developer Affiliate, until substantial completion of the Development. "Developer Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the Developer. "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Following substantial completion, Developer may freely assign the rights, duties, and obligations of Developer pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Agreement Date.

Agreed:

City of Victor

Will Frohlich, Mayor

Attest: _____
Michelle Smith, City Clerk

Snavely Property Company LLC
an Ohio limited liability company

By: _____
Name: _____
Title: Manager

STATE OF IDAHO)
) ss:
CITY OF TETON)

On this _____ day of _____, 2024, before me, a Notary Public for the State of Idaho, personally appeared WILL FROHLICH known to me to be the Mayor of the **City of Victor** and acknowledged that he executed the same.

(SEAL) _____
Notary Public
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss:
CITY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public for the State of Idaho, personally appeared _____ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same on behalf of **Snavely Property Company LLC**.

(SEAL) _____
Notary Public
Residing at _____
Commission expires _____

EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY

A parcel of land being a portion of that tract as described on that Grant Deed recorded in the Office of the Clerk and Recorder of Teton County, Idaho as instrument number 278225, located within the Southeast Quarter (SE1/4) of Section 11, Township 3 North, Range 45 East, Boise Meridian, City of Victor, Teton County, Idaho, said parcel being described by metes and bounds as follows:

COMMENCING at the Section Corner common to Sections 11, 12, 13, 14, marked by rebar with an aluminum cap as described in that Corner Perpetuation and Filing Record recorded in the Office of the Clerk and Recorder of Teton County, Idaho as instrument number 268983;

THENCE N 00°47'05" W, 128.75 feet, along the Section line common to said Sections 11 and 12 to a point of intersection with the Northerly Right-of-Way line of the Old Jackson Highway, also known as Agate Street, as described in that Right-of-Way deed recorded in said Office as instrument number 20821, said point being marked by a rebar with an aluminum cap inscribed "LS 2860";

THENCE N 46°46'13" W, 83.43 feet, along said Northerly Right-of-Way line to a point of intersection with the Westerly Right-of-Way line of Baseline Road, said point being the POINT OF BEGINNING;
THENCE continuing N 46°46'13" W, 702.86 feet, along said Northerly Right-of-Way, to a point;
THENCE N 41°25'52" E, 95.44 feet, departing said Northerly Right-of-Way to a point of curvature to the right;

THENCE along the arc of said curve through an arc length of 39.73 feet, with a radius of 25.00 feet, with a chord bearing of N 86°57'49" E, with a chord length of 35.68 feet, to a point;

THENCE S 47°30'14" E, 149.23 feet, to a point of curvature to the left;

THENCE along the arc of said curve through an arc length of 55.43 feet, with a radius of 36.00 feet, with a chord bearing of N 88°22'58" E, with a chord length of 50.12 feet, to a point;

THENCE with a reverse curve turning to the right, with an arc length of 162.49 feet, with a radius of 285.00 feet, with a chord bearing of N 60°36'11" E, with a chord length of 160.30 feet, to a point;

THENCE with a reverse curve turning to the left, with an arc length of 48.83 feet, with a radius of 36.00 feet, with a chord bearing of N 38°04'34" E, with a chord length of 45.18 feet, to a point;

THENCE N 00°47'05" W, 155.39 feet, to a point of curvature to the right;

THENCE along the arc of said curve through an arc length of 39.27 feet, with a radius of 25.00 feet, with a chord bearing of N 44°12'55" E, with a chord length of 35.36 feet, to a point;

THENCE N 89°12'55" E, 52.86 feet, to a point of intersection with said Westerly Right-of-Way line of Baseline Road;

THENCE S 00°47'05" E, 751.21 feet, along said Westerly Right-of-Way line, to the POINT OF BEGINNING;

Said Parcel encompasses 3.52 acres.

The Basis of Bearings being N 00°47'05" W, along the East line of the Southeast Quarter of Section 11, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Patrick Gilroy, Harmony Design and Engineering
Idaho Professional Land Surveyor
PLS 19140

EXHIBIT C REZONE DECISION



CITY OF VICTOR Planning & Building Department

Rezoning Notice of Decision

Date: May 2, 2023
From: Kimberly Kolner, Planning and Zoning Director
To: Snavelly Group

RE: LU2022-04 – Rezoning - Sherman Park – NOTICE OF DECISION --

Dear Applicant,

This letter is to inform you of the decision the City Council made regarding your application for a rezoning from REC Park and Recreation to CX Commercial Mixed Use on an approximately 3 acres between S. Agate St and Baseline Road in Victor, Idaho. This determination was made April 26, 2023.

The Victor City Council concluded that your application was in compliance with the criteria in Title 10, Article 14.7.12.B, with detail provided in the attached Findings of Fact (FoF), and is **approved** with conditions: *(Project specific conditions)*

1. The Applicant shall be solely responsible for compliance with these conditions of approval, all applicable development requirements, and all previous and future land use decisions rendered for the Project. All federal state and local laws shall be met.
2. At the time of development, street trees per Article 12 of the LDC shall be installed by the developer along Baseline Road and S Agate Ave.
3. The developer shall work with the Public Works and Engineering Department to design and improve the existing Crosswalk to better align with the intersection at Baseline Road, in accordance with the City of Victor Public Works Standards Specifications and Drawings. This shall be completed before any Certificate of Occupancies are granted.
4. Relevant portions of the Design Development Plan shall be formalized in the Development Agreement before final approval and recording of the DA.
5. The applicant shall meet all plans and specifications requirements as deemed necessary by the Public Work's director in accordance with the City of Victor Public Works Standards Specifications and Drawings and DEQ.

The approval granted herein is limited to the proposed project and those items specifically addressed in the application materials and staff report, and only to the extent that the project complies with the Victor Land Use Development Code and any other applicable City regulations. Approval of this request neither grants nor implies approval for other actions or permits.

138 N Main Street, Suite 201
Victor, ID 83455

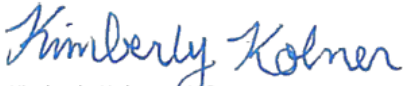
1

Tel: (208) 787-2940
www.victoridaho.gov

This decision may be appealed by requesting the commission reconsider its decision by filing such a request in writing within fourteen (14) days of the public meeting held on April 26, 2023. Such written requests must identify specific deficiencies in the decision for which reconsideration is sought and must be accompanied by the required appeal application form and fee to be considered a complete appeal application. Upon reconsideration, the decision may be affirmed, reversed, or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration or the request is deemed denied. If, following reconsideration, you are still not satisfied with a decision, you may pursue an appeal to the District Court within twenty-eight (28) days of written decision being delivered.

Should you have questions, please contact me at (208) 787-2940 or by email at kimberlyk@victoridaho.gov.

Sincerely,



Kimberly Kolner, AICP

Planning & Zoning Director

EXHIBIT D DESIGN DEVELOPMENT PLAN

SHERMAN PARK DESIGN DEVELOPMENT PLAN (Victor, Idaho)

This SHERMAN PARK DESIGN DEVELOPMENT PLAN (the “**Plan**”) is made this 13th day of March, 2024 (the “**Plan Date**”) by Snavely Property Company LLC, an Ohio limited liability company (“**Developer**”), in furtherance of the approval by the City of Victor, an Idaho Municipal Corporation (“**City**”), of City of Victor Rezone Application No. LU2023-04, for the rezone of the Property in the City of Victor from the City’s Parks and Recreation Zone (REC) to the City’s Commercial Mixed Use (CX) zoning district.

1. Sherman Park Summary. The Sherman Park project is a 90-unit (each a “**Unit**”) residential housing project located on approximately three acres on the northwest corner of the intersection of Baseline Road and Agate Avenue in the City of Victor, Idaho (the “**Project**”). The Project site (the “**Property**”) is legally described in that certain Ground Lease Option Agreement dated the 13th day of March, 2024 by and between Developer and City. The Project consists of four (4) three story residential buildings as further detailed in Section 6 of the Plan below. The Project will also include landscaped open space areas with active and passive amenities and a wellness center, which includes an athletic facility and spa center for use by residents (collectively, the “**Project Amenities**”) as generally depicted on the Site Plan and Floor Plans.

2. Unit Count and Income Target Mix. Table 1 below details the unit count, unit type, and income target restrictions for the Project. The Project will be a for rent only project.

Table 1

Unit Type (Approx. SF)	Income Restriction	Number of Units	Total Units (% of Total Units)
1 Bedroom (670 SF)	80%	14	
2 Bedroom (995 SF)	80%	6	
3 Bedroom (1,222 SF)	80%	3	
			23 Units at 80% AMI (25.5% of Total Units)
1 Bedroom (690 SF)	100%	10	689-690
2 Bedroom (995 SF)	100%	6	995
			16 Units at 100% AMI (17.8% of Total Units)
1 Bedroom (700 SF)	120%	10	690-742
2 Bedroom (995 SF)	120%	6	995
			16 Units at 120% AMI (17.8% of Total Units)
1 Bedroom (742 SF)	Market, no restriction	16	742
2 Bedroom (1,030 SF)	Market, no restriction	19	1032-1,028
			35 Units at Market (38.9% of Total Units)
Total		90	55 Units at 80-120% AMI (61.1%) & 35 Units at Market (38.9%)

For the purpose of administering this Section 2, “**AMI**” means the current average median income under Section 8 of the United States Housing Act of 1937, as amended, and including family size adjustments for Teton County, Idaho.

Pursuant to Table 1 above: (i) twenty-three (23) units shall be targeted to households meeting income qualifications at eighty percent (80%) of AMI or less; (ii) sixteen (16) units shall be

targeted to households meeting income qualifications between eighty-one percent (81%) and one hundred percent (100%) of AMI; and (iii) sixteen (16) units shall be targeted to households meeting income qualifications between one hundred and one percent (101%) and one hundred twenty percent (120%) of AMI (collectively, the “**Income Restricted Units**”). The Income Restricted Units that are available for a particular AMI range must first be offered to prospective tenants qualifying in the specific AMI range who are then ready, willing, and able to lease the unit when it becomes available to lease. Subject to applicable law and any financing restrictions, if no prospective tenant in the applicable AMI range is ready, willing, and able to lease an applicable unit when it becomes available to lease, then Developer may lease the unit to any otherwise qualified tenant. Income Restricted Units leased to tenants not qualifying in the specific AMI range pursuant to the preceding sentence shall not be renewed when, at the end of such lease term, an income qualified tenant is ready, willing, and able to lease the applicable unit.

3. Rent Limit for Income Restricted Units. In order to maintain Income Restricted Units as affordable to qualified households, Developer will charge a fixed monthly Base Rent for each type of Income Restricted Unit leased to qualifying households based on the then current rent limits as calculated by using the Novogradic Rent and Income Limit Calculator, or similar tool for calculating AMI rent limits in compliance with the United States Department of Housing and Urban Development laws and regulations (the “**Base Rent Limit**”). The Base Rent Limit shall be set assuming one and one-half (1.5) persons per bedroom and using precisely eighty percent (80%) of AMI, one hundred percent (100%) of AMI, and one hundred twenty percent (120%) of AMI for each class of the Income Restricted Units described in Table 1 above. The Base Rent will be set for qualified tenants upon first occupancy and upon any lease renewal or change to the AMI, but at least annually. “**Base Rent**” is the cost that a qualified tenant will pay to the Developer for the right to occupy an Income Restricted Unit only. By way of example only, and for illustrative purposes only, the Base Rent Limits as of the Plan Date are set forth in Exhibit 1, attached hereto and incorporated herein. The monthly Base Rent for each Income Restricted Unit shall be decreased by the then current Utility Allowance. “**Utility Allowance**” means the allowance for utilities provided for under 26 U.S.C. § 42(g)(2)(B) and 24 C.F.R. 982.571(b)(2)(ii) as calculated by the Idaho Housing and Finance Association for each Income Restricted Unit type for Teton County, Idaho or the nearest county in the State of Idaho. The actual cost of utilities for the Income Restricted Units, whether greater than or less than the Utility Allowance, will not impact the Base Rent deduction provided for in this Section 3.

4. Qualified Local Preference. Subject to applicable law and financing requirements, the Project will be managed and leased pursuant to a qualified local household preference as detailed in this Section 4 in order to fulfill the goals of the Developer and the City to: (i) provide housing for residents of Teton County, Idaho; and (ii) to reduce the need for daily travel by the local workforce between their home and their place of employment. A “**Qualified Local Household**” is a household with at least one adult occupant who: (i) is employed or has a verified job offer within Teton County, Idaho for at least 30 hours per week (provided that a person with a disability that limits employment will be considered to be employed to the extent employment is limited by the person’s the disability); or (ii) has had his or her primary residence in Teton County, Idaho for at least the last twelve (12) months prior to occupancy of a unit in the Project and is over the age of sixty-five (65) years old. Subject to applicable law and any financing restrictions, if more than one prospective tenant is ready, willing, and able to lease a unit in the Project when it becomes available, then Developer will grant a preference to prospective tenants that are Qualified

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 2

Local Households. If more than one Qualified Local Household applies to lease a single available unit in the Project, then Developer may select the Qualified Local Household in accordance with Developer's ordinary tenant selection criteria. Developer will maintain a list of all Qualified Local Households who are interested in leasing a unit in the Project when a unit becomes available. City, or the City's appointee, such as a housing authority, may also maintain a list of Qualified Local Households and provide the same to Developer and the Developer shall utilize such list to administer and comply with this Section 4. Amongst Qualified Local Households, such households with a household member that is an employee of the City of Victor will be given a further preference so long as such household meets all other selection qualifications. If a unit in the Project is available for lease and no Qualified Local Household is then ready, willing, and able to commence a lease for the unit within 30 days from the date such unit became available for leasing, then Developer may lease such unit without any local preference restriction. Units leased to tenants not qualifying as a Qualified Local Household pursuant to the preceding sentence shall not be renewed when, at the end of such lease term, an Qualified Local Household tenant is ready, willing, and able to lease the applicable unit. Nothing herein will require Developer to lease any unit, or renew the lease for any unit, to any Qualified Local Household that does not meet Developer's then-current tenant screening criteria for the Project. Tenant's resident screening criteria may include any lawful screening requirements, including those related to the rental history, employment history and criminal history of any person in the Qualified Local Household. The requirements of this Section 4 are subject to the requirements of any lender providing financing to the Project, recognizing that some federal or state financing programs may not permit a local or employment preference.

5. Reports. After occupancy of the Project commences, Developer shall provide City with a written report, on or before May 1 of each calendar year during the Project's operation, which report shall provide data and evidence related to: (i) the then current Base Rent calculations; (ii) income information for current occupants of the Income Restricted Units; and (iii) Unit occupancy by Qualified Local Households ("**Reports**"). The data in the Reports shall keep the personal information of the Project tenants confidential. City may use the Reports as it deems appropriate.

6. Project Design. The Project shall be designed and constructed in substantial conformance with the Site Plan, Renderings, Elevations, and Floor Plans, as defined and described in this Section 5.

- a. Site Plan. Attached hereto and incorporated herein as Exhibit 2 is the Project site plan ("**Site Plan**") depicting the site lay out, parking areas, accesses, residential structures, and community amenities.
- b. Renderings and Material Palette. Attached hereto and incorporated herein as Exhibit 3 are the Project renderings and material palette ("**Renderings**") showing the future residential community from ground level perspective and specifying materials selections.
- c. Elevations. Attached hereto and incorporated herein as Exhibit 4 are the Project elevations ("**Elevations**") showing residential structures and the exterior finishes.

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 3

d. Floor Plans. Attached hereto and incorporated herein as Exhibit 5 are sample floor plans for the Project (“**Floor Plans**”) showing the expected internal layout of the Project’s residential buildings.

7. **Short Term Rentals**. Short term rental use of any unit with the Project shall be prohibited and Developer’s standard lease for Units within the Project shall expressly provide that short term rentals are prohibited. As used in this Plan, “**Short Term Rental**” shall mean, the leasing of a Unit for the purpose of lodging or residential uses for a period of less than thirty (30) days.

8. **Parking**. The surface parking stalls within the Project—anticipated to the approximately eighty-four (84) stalls—as depicted on the Site Plan, shall be managed in such a fashion as to ensure that each Income Restricted Unit has access to at least one (1) surface parking stall, which shall be provided without any additional cost beyond the Base Rent. Covered parking stalls, as identified on the Site Plan, may be separately leased for additional rent in addition to Base Rent.

9. **Amenities**. The Project Amenities are amenities for use by tenants of the Units. All Project Amenities shall be made available for tenant use, subject to reasonable rules and regulations, free of any additional cost beyond payment of Base Rent. Any Project Amenities outside of the Property boundary, but depicted on the Site Plan, will be constructed and maintained by Developer and owned by the City for use by the public at large.

EXHIBIT 1 – Plan Date Base Rent Limits



Rent Limits for 2023
(Based on 2023 AMI Income Limits)

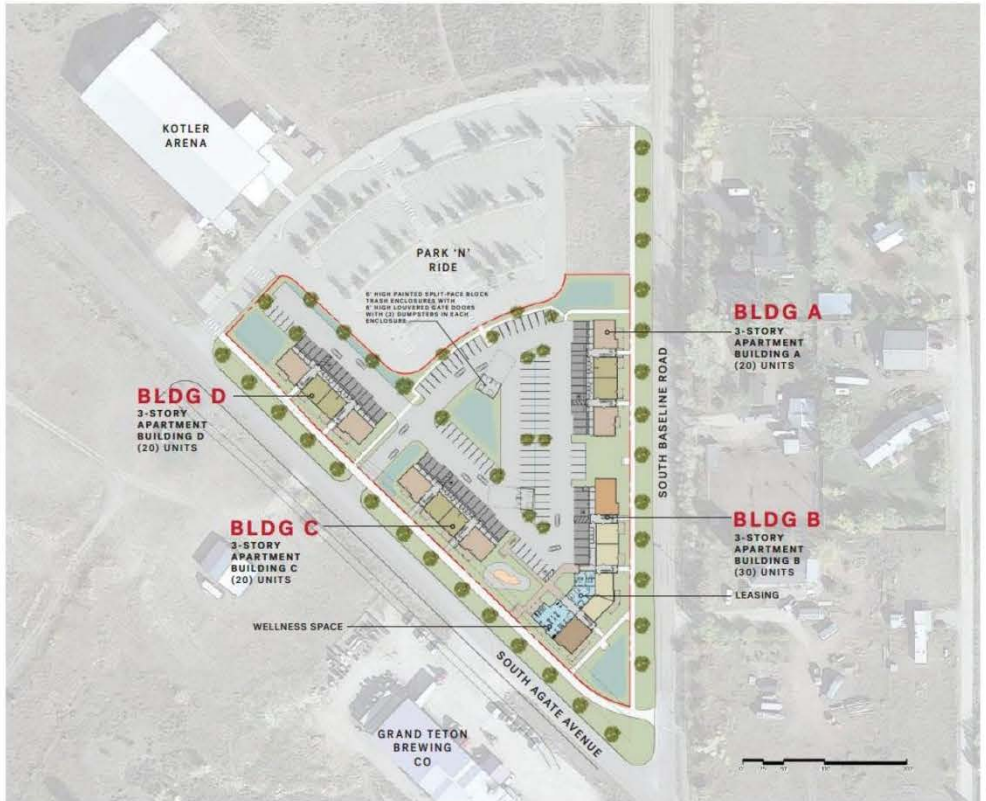
Bedrooms (People)	80.00%	100.00%	120.00%
Efficiency (1.0)	1,320	1,650	1,980
1 Bedroom (1.5)	1,414	1,767	2,121
2 Bedrooms (3.0)	1,698	2,122	2,547
3 Bedrooms (4.5)	1,961	2,451	2,941

State	ID
County	Teton County
MSA	Teton County, ID
Rent Calculation Based on	AMI
Persons / Bedroom	1.5 Person / Bedroom
4-person AMI	\$94,300
National Non-Metropolitan Median Income	\$76,800
HUD Published 50% National Non-Metropolitan Median Income	\$37,750

EXHIBIT 2 – Site Plan

[see following one (1) pages]

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 6



PROGRAM SUMMARY

RESIDENTIAL BUILDINGS: 90 UNITS

WALK-UP APARTMENTS

1-BR 700	32
1-BR 775	18
2-BR 1000	18
2-BR 1100	19
3-BR 1175	3

PARKING:

SURFACE PARKING	84 SPACES
COVERED PARKING	50 SPACES
TOTAL PROVIDED	134 SPACES
BEDROOM COUNT	132

BUILDING HEIGHT 34'

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 7

EXHIBIT 3 – Renderings and Material Palette

[see following four (4) pages]

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 8



VIEW NORTH ALONG BASELINE



VIEW NORTH ALONG SOUTH AGATE



VIEW AT CORNER OF BASELINE AND S. AGATE

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 9



VIEW SOUTH ALONG S. AGATE



VIEW OF BOULDERING PARK ON S. AGATE

SHERMAN PARK DESIGN DEVELOPMENT PLAN - 10



VIEW TO WELLNESS SPACES AND LEASING



VIEW OF AUTO COURT

EXTERIOR MATERIAL PALETTE

LAP SIDING
MFR: LP SMARTSIDE



PAINT: SHERWIN WILLIAMS
SW 7042 SHOJI WHITE



PAINT: SHERWIN WILLIAMS
SW 7547 SANDBAR



PAINT: SHERWIN WILLIAMS
SW 7062 ROCK BOTTOM



STANDING SEAM METAL ROOFING
OVER GROUND FLOOR PORCHES



POWDER-COATED ALUMINUM RAILINGS AT TERRACES
COLOR: BLACK



VINYL WINDOWS
COLOR: BLACK



EXHIBIT 4 – Elevations

[see following four (4) page]

STREET ELEVATIONS

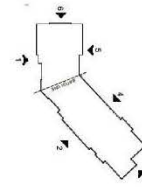


STREET ELEVATION | SOUTH AGATE



STREET ELEVATION | BASELINE

BUILDING B | ELEVATIONS



EXTERIOR MATERIALS SCHEDULE			
AREA	DESCRIPTION	MATERIAL	COMMENTS
FAC	EXTERIOR WALLS	BRICK	
FAC	EXTERIOR ROOF	ASPH/FLT	
FAC	EXTERIOR FLOOR	CONCRETE	
FAC	EXTERIOR CEILING	CONCRETE	
FAC	EXTERIOR FINISH	PAINT	
FAC	EXTERIOR TRIM	WOOD	
FAC	EXTERIOR DOORS	WOOD	
FAC	EXTERIOR WINDOWS	ALUMINUM	

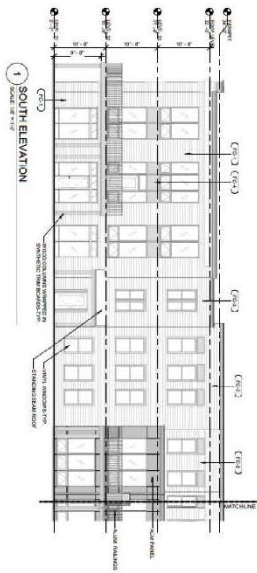
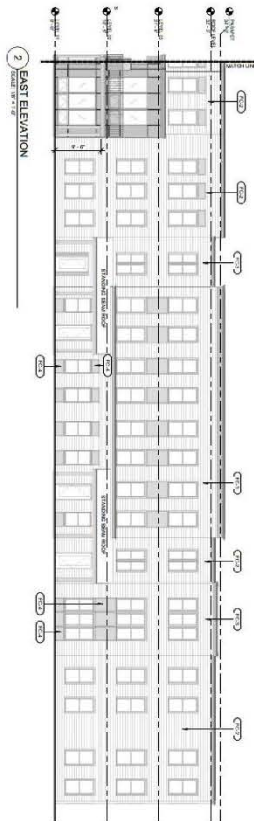
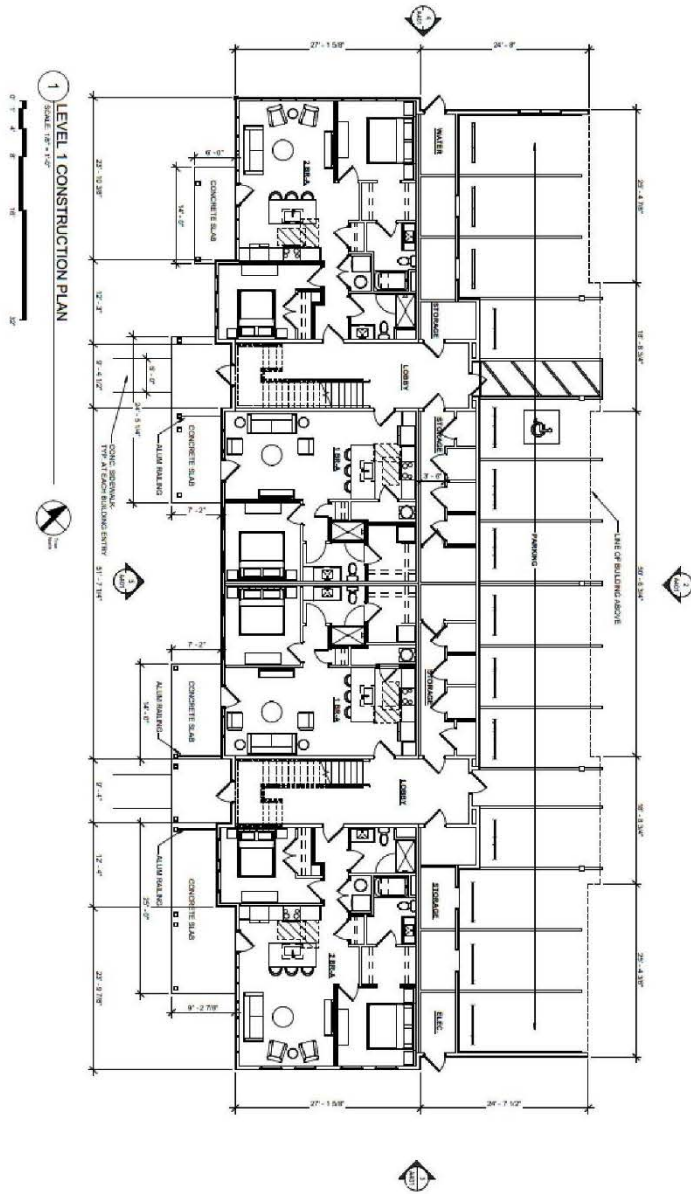


EXHIBIT 5 – Floor Plans

[see following four (4) pages]

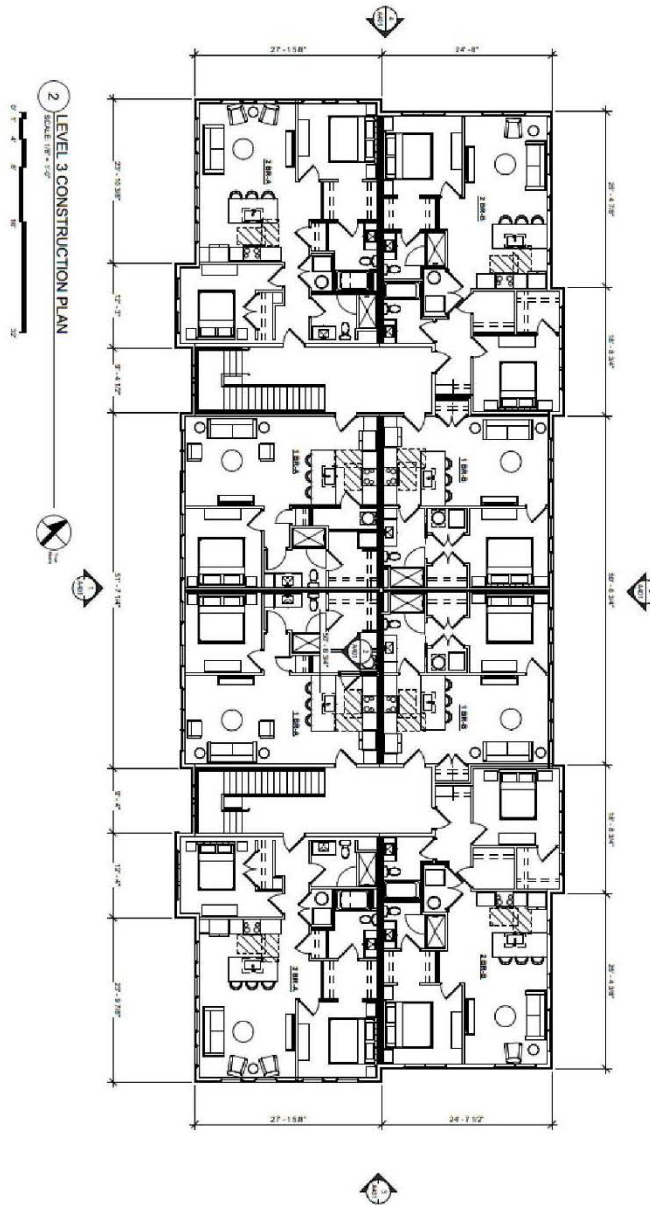
SHERMAN PARK DESIGN DEVELOPMENT PLAN - 18

BUILDINGS A | C | D | FIRST FLOOR PLAN



SHERMAN PARK DESIGN DEVELOPMENT PLAN - 19

BUILDINGS A | C | D | SECOND & THIRD FLOOR PLANS



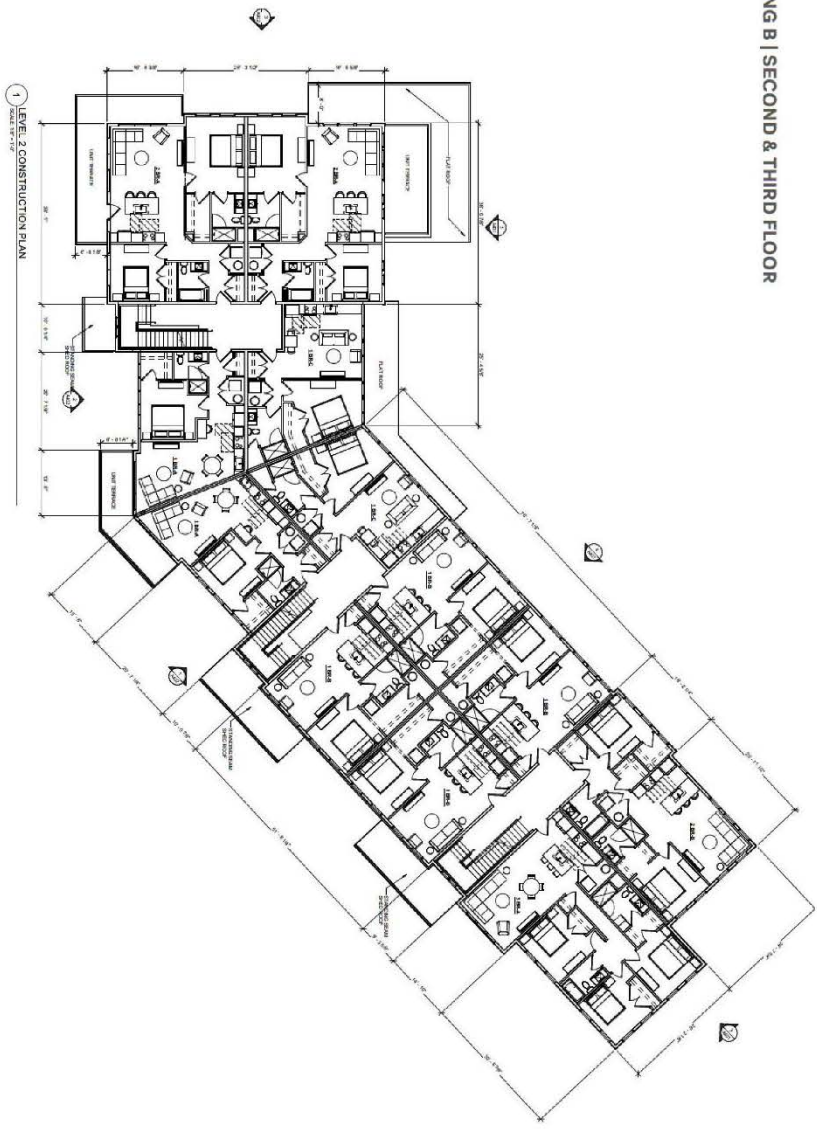
SHERMAN PARK DESIGN DEVELOPMENT PLAN - 20

BUILDING B | FIRST FLOOR



SHERMAN PARK DESIGN DEVELOPMENT PLAN - 21

BUILDING B | SECOND & THIRD FLOOR



SHERMAN PARK DESIGN DEVELOPMENT PLAN - 22

Kimberly Kolner

From: Grace Hartman [REDACTED]
Sent: Wednesday, April 12, 2023 1:05 PM
To: Kimberly Kolner
Subject: Snavelly Group Sherman Park Rezone

Dear Kimberly,

My concerns about the project are as follows:

1. What will be done to facilitate traffic getting on and off Highway 33 onto Targhee Trail Road/Baseline Road as it is already a tricky spot. With increased usage from the development could be even more difficult and dangerous.
2. Will Targhee Trail/Baseline Road be paved as it gets quite rutted already with current usage?
3. Is there a limit on the height of the buildings? Because it would look extremely out of place for the neighborhood if they were taller than two stories.

Thank you,
Grace and James Hartman
8702 Flint Drive
Victor, ID

FW: Workforce Housing Concerns

Planner <planner@victoridaho.gov>

Mon 4/15/2024 9:34 AM

To: Kimberly Kolner <kimberlyk@victoridaho.gov>

Here is public comment for council meeting.

From: Richard Adair <[REDACTED]>

Sent: Saturday, April 13, 2024 9:07 AM

To: Victor Mayor <mayor@victoridaho.gov>; Sue Muncaster <suem@victoridaho.gov>; Amy R <amyr@victoridaho.gov>; Emily S <emilys@victoridaho.gov>; Stacy Hulsing <stacyh@victoridaho.gov>; Planner <planner@victoridaho.gov>

Subject: Workforce Housing Concerns

Dear City Council

I am submitting the following as public comment to be included in the April 24th public meeting.

I believe there should be more studies and concerns answered about the funds and impact on the community.

Traffic, design, contractor (not from Idaho), and all the gifts of land and sewer hookups from "our" public funds.

It doesn't appear there's been enough study or public interaction to force the project through.

Sincerely

Richard Adair
165 Hemlock St.
83455

Sherman Park Affordable Housing comments

David Agnello <[REDACTED]>

Tue 4/16/2024 5:01 PM

To:Kimberly Kolner <kimberlyk@victoridaho.gov>

Dear City Council,

I have concerns about the proposed housing project. I will be unable to attend, please see my comments below.

- The proposed number of units is very high density for the space.
- If the county or state is not in control of the affordable aspect I do not think it will become a benefit to our community.
- Because the number of parking spaces is inadequate and the storage is inadequate the housing will not be appealing to long term residence. We need to build our community with people that will stay here and contribute in a meaningful way. Housing without storage, garage or adequate parking will not provide reasonable housing for long time inhabitants. It will be more appropriate for a transient or short term resident.
- Has there been a traffic study?
- 3 story buildings are not appropriate in this location.

While this may be an appropriate location for housing I do not think this has been adequately thought through. According to the information I have seen the control is being relinquished to an out of state developer. We need a local housing authority to control this. The current plan does not look like a solution that will benefit this community. It would benefit us to look at other similar communities that have had successful affordable housing projects.

Thank you,

David

8850 S 100 E
Victor, Idaho

Also residencial rental owner of

8898 S 100 E
Victor, ID

David Agnello Photography
307 690 9291
www.davidagnello.com

Sherman Park Affordable Housing

Renee Giallonardo <[REDACTED]>

Wed 4/17/2024 9:50 AM

To: Kimberly Kolner <kimberlyk@victoridaho.gov>

Dear City Council -

I am submitting the following as public comment to be included in the April 24th public meeting:

I am writing as a concerned Victor resident who lives very close to the proposed workforce housing project site. While I am in favor of addressing the housing challenges in our community, I have deep concerns about this particular project and how it has evolved and what is currently being proposed as well as the impact it will have on those who live in proximity to it.

First, I am having a difficult time imagining how this project will fit in the proposed space. I walk by that lot daily and struggle to envision how a three story building with adequate parking will fit on this corner lot. The plan shows, of course, that it will all fit. Perhaps more importantly, I don't believe that a 3-story building with the proposed density is at all appropriate for that space. Additionally, has a traffic study been conducted? And, if not, I think that is essential before building something so impactful.

In the recent JH News and Guide article, a councilperson was quoted as saying, *"We lose some control over how it looks and who makes money. These guys are taking the risk, and with them taking the risk, we are giving away some of our power...When people say this has never been done before, to me that's what's exciting."* This comment struck me as incredibly troubling on a couple of levels. Why is the city giving away power on a project that is going to have such an impact on the local community? Philosophically is also just feels contrary to a workforce housing project to have an out of state developer take the lead. I feel that a local developer would have an overall better sense of what works in this community. Additionally, this has been done before in many communities throughout the mountain west. Has the city consulted with those communities as to how to make this sustainable and truly considered the community needs?

This housing is supposed to be affordable and for local people who work in Teton County, Idaho. However with the lack of storage and only 87 parking allocations for 90 units I don't see how that is the case. Not only is it not an appealing solution if you have a family, it's not realistic for the nature of people who are attracted to living here.

In closing, we do need appropriate housing solutions in our community and this may be an appropriate location for that, however not one of this size or impact. I believe a local housing authority needs to oversee this, not an out of state developer. The current plan does not appear to be one that will benefit the community of Victor.

Sincerely,

Renee

Renee Giallonardo
8850 S 100 E