



CITY OF VICTOR

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City Council Staff Report

REPORT DATE: August 12, 2025

HEARING DATE: August 27, 2025

FILE NUMBER / NAME **Amendment to Development Agreement for LU2023-04 – Snavely Group – Workforce Housing**

APPLICATION TYPE Amendment to Development Agreement

PROJECT APPLICANT Snavely 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:

Culturally Historic Sustainable Connected to Nature
 Small Town Feel Family Friendly Administrative Need

PURPOSE

This public hearing is for City Council to consider an amendment to the development agreement for the rezoning approved by Ordinance O608 on April 26, 2023, for the southern 3.2-acres of Sherman Park, a property identified by parcel number: RPB3N45E117200. The amendment is requesting a minor modification to extend the Sherman Park project commencement deadline from September 1, 2025, to November 1, 2025. The extension is needed due to administrative delays in HUD and IHFA loan approval processes related to federal funding policy changes.

The project remains on track with approved building permits and site/infrastructure plans, with anticipated financing closure on September 4th and construction start by September 15th. The developer is seeking additional cushion in the agreement deadline as a precautionary measure against potential further delays.

Their request involves amending Section 10(c) of the existing development agreement and requires no other changes to the project terms. Discussion and public comment should focus on the proposed amendment. The approved rezoning and the remaining portions of the approved development agreement are not on the table for any changes or amendment.

PROCESS

- On April 26, 2023, there was a Public Hearing before Council Rezoning the property to the CX Commercial Mixed Use Zoning District which was by Ordinance O608.
- On July 24, 2024, there was Public Hearing before Council that approved the development agreement. It was later recorded as Instrument #286145
- On November 13, 2024, there was a Public Hearing for a prior amendment to the development agreement which was approved and later recorded as Instrument #287717. Those prior amendments included 1] move the date to start site work to September 1, 2025 in Section 10(k), 2] adjust the qualifying age for 65 to 62 years old in the definition of Qualified Local Household in Section 4 of Exhibit C, and 3] adjust the Community Center commitment to the applicant solely and not obligating the lenders of the housing development.
- On July 25, 2025, the applicant requested a second amendment to the development agreement to move the date to start site work to November 1, 2025.
- Legal notice to the newspaper was published on August 6, 2025. Mailing and posting were completed on August 5, 2025. Public Notice on the City's website and at City Hall on August 7, 2025.
- Public Hearing is scheduled for August 27, 2025, before the City Council, to consider the request, hear from staff and the applicant, take public comment, and discuss and deliberate.

ALTERNATIVES

There are several options for Council to consider in proceeding:

- Approve the item as presented
- Approve the item with further amendments
- Deny the item

ATTACHMENTS

Narrative from the applicant

Amended Development Agreement

FISCAL IMPACT

n/a

STAFF IMPACT

n/a

LEGAL REVIEW

Complete.

MOTIONS

I move to approve the amended development agreement for the rezoned approved by Ordinance O608 to update Section 10(c) as described in the materials included in the staff report for the Council meeting dated August 27, 2025, all in form approved by the Victor City Attorney.

[Roll call vote]

July 25, 2025

Via email kimberlyk@victoridaho.gov and Certified Mail
City of Victor
ATTN: Kimberly Kolner, Planning & Zoning Director
138 N. Main Street, Suite #201
Victor, ID 83455

RE: Second Development Agreement Modification Request

Dear Mayor Frohlich and City Council Members:

Snavely Property Company is requesting a minor modification to the Sherman Park Rezone Development Agreement recorded as Instrument No. 286145, as amended, to extend the project commencement date from September 1, 2025 to November 1, 2025. This request is made pursuant to Section 17 of the Development Agreement, City Code Section 14.7.10, and Idaho Code Section 67-6511A. The modifications requested are detailed below. The need for the amendment has arisen due to delays resulting from the HUD and IHFA loan approval processes. More specifically, administrative delays at HUD due to a change in administration and federal funding policies have created challenges. Section 1 of this letter provides a project update and Section 2 details the amendment requested.

1. Project Update. Following the City Council and Planning and Zoning Commission's approval of the Sherman Park project entitlements, the development team has been working with the architect team at VOCON, the civil engineering team at Harmony, and our general contractor, Headwaters, to make the project a reality. Building permits for the project have been approved, subject to the payment of fees, and on-site and off-site utility infrastructure plans are finalized. We anticipate closing on the project financing on September 4, 2025 and commencing construction on or before September 15, 2025.

2. Development Agreement Modification.

a. Commencement Date Extension from September to November. The project is on schedule to break ground in September of 2025. However, we think it is prudent to build some additional cushion into the commencement date in the event of further financing or construction delays. Specifically, we are requesting the following amendment to Section 10(c) of the Development Agreement:

10. Default. The following shall be events of default:

....
(c) The Developer fails to commence the Project on or before September November 1, 2025;

3. Conclusion. We appreciate the City's continued support of the Sherman Park workforce housing project. For the reasons outlined above we are requesting modification of the Development Agreement. With this letter we are submitting a draft second amendment that will facilitate the requested extension. No other changes except those shown in red are proposed. Thank you again for your time and attention on this matter.

Sincerely,

/s Jeff Bower

Recording Requested By and
When Recorded Return To:

Planning Administrator
Victor City Planning Department
138 N. Main St. Suite 201
Victor, Idaho 834550

For Recording Purposes
Do Not Write Above This Line

SECOND AMENDMENT TO REZONE DEVELOPMENT AGREEMENT FOR REZONE OF 3.52 ACRES BETWEEN SOUTH AGATE STREET AND BASELINE ROAD

THIS SECOND AMENDMENT TO REZONE DEVELOPMENT AGREEMENT FOR REZONE OF 3.52 ACRES BETWEEN SOUTH AGATE STREET AND BASELINE ROAD (“**Second Amendment**”) is made and entered into as of the 27th day of August, 2025 (the “**Second Amendment Date**”), by and between the City of Victor, an Idaho Municipal Corporation (“**City**”) and Snavely Property Company, LLC, an Ohio limited liability company (“**Developer**”). City and Developer may be referred to in this Second Amendment individually as a “**Party**” and collectively as the “**Parties**” as warranted under the circumstances.

RECITALS

WHEREAS, pursuant to Idaho Code Section 67-6511A and LDC Title 10, Article 14, Section 14.7.10, the Parties entered into that certain Rezone Development Agreement for Rezone of 3.52 Acres Between South Agate Street and Baseline Road dated July 24, 2024 and recorded with the Teton County Recorder on July 29, 2024 as Instrument Number 286145, as amended by that certain First Amendment to Rezone Development Agreement for Rezone of 3.52 Acres Between South Agate Street and Baseline Road dated November 13, 2024 and recorded with the Teton County Recorder on November 21, 2024 as Instrument No. 287717 (collectively, the “**Original Agreement**”). Capitalized terms used but not defined in this Second Amendment shall have the meaning ascribed to them in the Original Agreement.

WHEREAS, the Parties desire to enter into this Second Amendment to amend the Original Agreement to extend the project commencement on the terms and conditions set forth in this Second Amendment.

AGREEMENT

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

- 1. Recitals.** The Recitals contained hereinabove are true, correct, material, and are hereby incorporated as if fully set forth in this Section 1.

2. Amendments. The Parties agree to amend Section 10(c) of the Original Agreement and as previously amended in the First Amendment, as follows:

a. Section 10(c). Section 10(c) of the Original Agreement, shall be deleted in its entirety and replaced with the following:

10. Default. The following shall be events of default:

c. The Developer fails to commence the Project on or before November 1, 2025;

3. Filing; Recording. The City shall have this Second Amendment recorded in the office of the City Clerk and the Teton County Recorder. The Developer shall reimburse the City for any recording fees.

4. Authority. The individual executing this Second Amendment on behalf of each Party represents and warrants to the other Party that such individual is duly authorized to execute and deliver this Second Amendment on behalf of the signing Party and that this Second Amendment is binding upon the signing Party in accordance with its terms.

5. Effect of Second Amendment. Except as expressly provided in this Second Amendment, all of the terms and conditions of the Original Agreement remain in full force and effect. To the extent there is a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control. The Parties agree the Original Agreement is in good standing and no Party is in default as of the Second Amendment Date. Upon the Parties' mutual execution hereof, this Second Amendment shall become an integral part of the Original Agreement.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same document. The signature pages may be detached from each counterpart and combined into one document. This Second Amendment may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date first above written.

City:

CITY OF VICTOR,
an Idaho Municipal Corporation

By: _____
Name: Will Frohlich
Title: Mayor

City Attest: _____
Name: Michelle Smith
Title: City Clerk

Developer:

SNAVELY PROPERTY COMPANY, LLC,
an Ohio limited liability company

By: _____
Name Peter Snavely
Title: Manager

STATE OF IDAHO)
)
) ss.
County of Teton)

On this ____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Will Frohlich, known or identified to me to be the Mayor of the **CITY OF VICTOR**, the Idaho municipal corporation that executed the said instrument, and acknowledged to me that such City of Victor 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 Idaho
Residing at _____
My Commission Expires _____

STATE OF OHIO)
) ss.
County of _____)

On this ____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared Peter Snavely, known or identified to me to be a Manager of **SNAVELY PROPERTY COMPANY, LLC**, an Ohio limited liability company, the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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 Ohio
Residing at _____
My Commission Expires _____