

## STAFF REPORT

**To:** City Council  
**From:** Jade Krueger  
**Meeting Date:** July 15, 2025



PLANNING & BUILDING

---

### **ACTION: AUTHORIZATION OF AMENDED DEVELOPMENT AGREEMENT FOR WHITE ANTLER SUBDIVISION (SUB21-8) TO ALLOW FOR A ONE YEAR EXTENSION**

#### **PURPOSE & SUMMARY**

The White Antler property was originally annexed into City limits in March 2022 and was subject to an annexation agreement (Instrument # 275049). The property owners then submitted for subdivision approvals. The White Antler Subdivision proposal is a 30-unit townhome development on Ski Hill Road that ultimately received preliminary plat approvals on September 6, 2022. The development agreement was then executed June 22, 2023 by Instrument # 281052, and the following day, June 23, 2023, the formal preliminary approval letter was sent to the applicant which gave formal approvals for project construction to begin.

The project was sold, and the new owner subsequently requested amending the annexation agreement in August of 2024 to reflect the new ownership's proposal for addressing the affordable housing condition placed upon the annexation (Instrument #286287). On April 24, 2025, after ownership changes, City Staff requested the new owner sign a development agreement with no changes outside of ownership. This was recorded with Instrument #290039.

Article 14.5.6.H of the Land Development Code states that an approved Preliminary Plat expires 2 years after the approval date, unless the applicant has filed a complete application for final plat. The applicants are requesting an extension of one additional year (12 months) to submit the final plat for Phase I of the development, which in this instance is all public improvements including roads, easements, parks and the subdivision blocks.

This amendment will allow for the developer to submit the final plat application for Phase I by June 23, 2026. Staff sees no issue with this extension request and recommends approval.

#### **LEGAL REVIEW**

The updated development agreement has been sent for review by the City Attorney. No edits were requested.

#### **ATTACHMENTS**

- Amended Draft Development Agreement for White Antler Subdivision

#### **MOTIONS**

- 1) APPROVAL: I motion to approve a one-year extension of the preliminary plat application for White Antler Subdivision (SUB21-8), requiring the final plat application for Phase I to be submitted and complete by June 23, 2026.
- 2) TABLE: I move to table consideration of the Amended Development Agreement for White Antler Subdivision (SUB21-8) until the following information is received:

## DEVELOPER'S AGREEMENT for WHITE ANTLER SUBDIVISION

On the 24 Day of June, 2025, the City of Driggs, Idaho, (hereinafter referred to as "City") and SKI HILL ROAD OWNER LLC (hereinafter referred to as "Developer") enter into the following agreement:

1. The Developer owns the following property described in Exhibit A: Preliminary Plat attached hereto and located in the City of Driggs: The Developer has submitted a Full Plat Subdivision Application. This Developer proposes the following development: White Antler Subdivision.
2. The City has approved the development of the property pursuant to these plans subject to this agreement.
3. The Developer, without right of contributions or reimbursement from the City, shall pay all development costs.
4. Development of the property shall at all times conform to all applicable provisions of the City's comprehensive plan, zoning ordinances and other applicable laws, rules and regulations of any governmental entity having jurisdiction or control over any part or stage of the development. In particular, the Developer must abide by the City's performance standards in its construction. The Developer must comply in full with this Development Agreement.
5. The property is subject to the terms of the Annexation Agreement, recorded as Instrument 275049
6. Sewer:
  - a. The Developer will install central sewer mains as per drawings and specifications provided by Harmony Design & Engineering and approved by the City. Sewer improvements will be dedicated to and accepted by the City, subject to the terms of this agreement.
  - b. The Developer will install sewer services for each lot as per drawings and specifications provided by Harmony Design & Engineering and approved by the City. Sewer services will be owned and maintained by the developer until the lot is sold, at which point sewer lines become the responsibility of the property owner, subject to the terms of this agreement.

7. Water:
  - a. The Developer will install a central water system as per drawings and specifications provided by Harmony Design & Engineering and approved by the City. Water improvements will be dedicated to and accepted by the City, subject to the terms of this agreement.
  - b. The Developer will install water services for each lot as per drawings and specifications provided by Harmony Design & Engineering and approved by the City. Water services will be owned and maintained by the developer until the lot is sold, at which point water lines become the responsibility of the property owner.
8. All improvements dedicated to the city must be accompanied by an easement dedicated to the city for said improvement.
9. Roads: The Developer will install roads and other improvements in the public right-of-way as per drawings and specifications provided by Harmony Design & Engineering and approved by the City. Road improvements will be owned and maintained by the White Antler Homeowners Association.
  - a. Developer agrees to be responsible during construction of the Development for insuring that no road within the Development shall be allowed to exist in a condition that would violate any existing City Ordinance, Regulation, or Statute in existence at the time of this agreement.
10. Pathway Improvements: The Developer will install pathway improvements as per drawings and specifications provided by the Harmony Design & Engineering and approved by the City. Pathway improvements along Ski Hill Road will be dedicated to the public and maintained by the Development, subject to the terms of this agreement and the requirements of the Driggs Subdivision Ordinance. All other pathways will be owned and maintained by the White Antler Homeowners Association.
11. Open Space: Open Space will be owned and maintained by the White Antler Homeowners Association or a party designated by the Developer.
12. Park Areas: The Developer will designate Park Areas as per drawings and specifications provided by the Harmony Design & Engineering and approved by the City. Park Areas and park improvements will be owned

and maintained by the White Antler Homeowners Association or a party designated by the Developer, subject to the terms of this agreement.

13. Specifications: All improvements shall be constructed to City standards unless otherwise approved by the city.
14. Phases: All phases as defined on the Preliminary Plat may be approved by the City in one approval, if they meet the requirements of Article 12.1.2. Each phase as recorded on the Preliminary Plat may receive Final Plat approval individually, at such time that all improvements defined within this development agreement have been met.
15. Certificate of Occupancy: No temporary or permanent Certificate of Occupancy shall be issued prior to the acceptance and recording of the Final Plat for the phase in which the units are located.
16. Use of Buildings: Although construction may be commenced prior to such date, no buildings or other structures may be occupied prior to the acceptance and recording of the Final Plat.
17. Sale: No lots may be sold to any party prior to the acceptance and the recording of the Final Plat for the phase in which the lot is located.
18. Financial Security Guaranty: As security to the City for the performance by the Developer of the Developer's obligations to complete the public improvements pursuant to and in accordance with this agreement, the Developer shall prior to the recording of final plat issue the City a letter of credit or cash bond or other adequate security for the amount of 10% of the projected development costs as approved by the City.
19. Corrected Improvement Plans: Prior to acceptance of any public improvements located within the Subdivision, Developer will file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with the City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and submitted in both paper and digital formats; and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines, curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the original Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Plans correctly show all public

improvements as actually constructed and that such public improvements have been constructed in accordance with the Improvement Plans. The Project Engineer shall also deliver to the City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

20. Inspection: Developer will retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this Agreement, and the Improvement Plans. Developer will not materially deviate from the Improvement Plans without the express written approval of the City Engineer, which approval shall not be unreasonably withheld.
21. Utilities: The electrical and telephone services will be installed.
22. Water Rights: All water rights equal to the amount required to mitigate impact to be transferred to the City at the phase in which the mitigation is required.
23. Weed Control: The Developer must comply with City and County Ordinances for weed control.
24. Miscellaneous Provisions:
  - a. This agreement and the approved plat and improvement drawings submitted by the Developer contain the entire agreement of the parties.
  - b. The parties agree that the relationship created by this agreement is solely that of a private Developer and the City. Nothing in this agreement shall create the Developer or City as an agent, employer, employee, legal representative, partner, or subsidiary of the other.
  - c. This agreement may only be modified in writing.
  - d. The failure of any party to insist upon strict performance of any term of this agreement shall not be considered a waiver of any term of this agreement. All terms of this agreement shall remain in full force and effect.
  - e. All notice must be in writing, mailed in the U.S. Mail via certified mail to the addresses indicated on this agreement.
  - f. This agreement shall be construed and enforced pursuant to the

laws of the State of Idaho.

- g. If any party shall bring suit against the other party to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
- h. If any term of this agreement is declared invalid, illegal, or unenforceable, the remainder of this agreement shall remain operative and binding.
- i. The Developer hereby guarantees the prompt and satisfactory correction of all defects or deficiencies in the improvements that occur or become evident during the one-year period following final construction of the improvements. If the defect or deficiency occurs or becomes evident, then the Developer shall commence correction of the defect or deficiency within ten weeks, weather permitting, after written notice from the City. The Developer shall proceed with reasonable diligence to correct the defect or deficiency. The guaranty shall be extended one full year from the date of repair or replacement of any improvement made pursuant to this paragraph.
- j. This agreement shall be signed in duplicate originals. Each party shall receive one original of this agreement.
- k. The City shall have this agreement recorded in the office of the Teton County Clerk.

25. Default: If the Developer defaults in or fails to completely perform any of its obligations in accordance with this agreement, or fails or refuses to correct any defaults or deficiency in the improvements required by this agreement and default continues for a period of sixty days after written notice specifying the default is deposited in the United States mail addressed to the Developer, without being completely remedied, satisfied and discharged, the City shall have, and the Developer shall grant to the City, in addition to all other rights afforded to the City in this agreement and by law, the right, at the City's option, to complete the construction of the improvements or to correct such defect or deficiency, using either its own forces or contractors hired for that purpose. The City shall have the right to draw from the financial security guarantee of this agreement, as well as the right to demand payment directly from the Developer, based either on costs actually incurred or on the City's reasonable estimates of the costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including legal fees and administrative expenses. The City may enforce any other remedy provided by law. These remedies are cumulative in nature.

26. Preliminary Plat Approval Extension: The City of Driggs and Developer agree to extend the Preliminary Plat Approval (June 27, 2023) one additional year to June 27, 2026.

(Signatures on following page)

AGREED:

City of Driggs, Idaho

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

Mayor  
City of Driggs  
P.O. Box 48  
Driggs, Idaho 83422 Attest:

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

City Clerk

Developer:

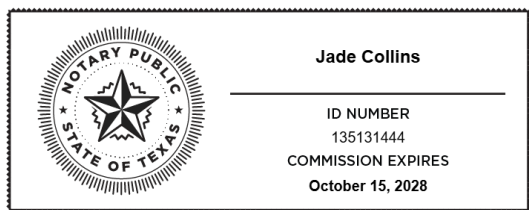
By: *Bryan H. Dunn*

SKI HILL ROAD OWNER LLC  
Bryan H. Dunn  
Managing Member  
40 Spanish Peak Dr.  
Unit 101 #1080  
Bozeman, MT 59718

STATE OF ~~IDAHO~~ <sup>J.C</sup> Texas  
County of ~~Teton~~ <sup>J.C</sup> Harris

On this 24th day of June, 2025 before me, the undersigned, a Notary Public for said State, personally appeared Bryan Dunn, known or identified to me to be the persons that executed this instrument.

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



*Jade Collins*

Notary Public Jade Collins

Residing at: 4630 magnolia cove dr apt 433 Kingwood, Tx 77345

My Commission Expires: 10/15/2028

135131444

Electronically signed and notarized online using the Proof platform.

