

Valley County Planning and Zoning

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STAFF REPORT: Amendment to PUD 98-1 Tamarack Resort Planned Unit Development
C.U.P. 23-17 The Cottages at Trillium Creek – Preliminary Plat
Tamarack Resort – Phase 3.5

HEARING DATE: June 26, 2023

TO: Board of County Commissioners

STAFF: Cynda Herrick, AICP, CFM
Planning and Zoning Director

**APPLICANT /
PROPERTY OWNER:** Martin Pico, Manager
Tamarack Resort Holdings & Tamarack Real Estate Holdings LLC
311 Village DR PMB 3026, Tamarack, ID 83615

REPRESENTATIVES: Tamarack Resort, c/o Scott Turlington
311 Village Drive, PMB 3026, Tamarack, ID 83615

Christopher Kirk
311 Village Drive, PMB 3161, Tamarack, ID 83615

SURVEYOR: Dan Dunn
25 Coyote Trail, Cascade, ID 83611

LOCATION: 2119 West Mountain Road
Parcel RP16N03E328900 in the SE ¼ Section 32, T.16N, R.3E,
Boise Meridian, Valley County, Idaho

SIZE: 5 acres

REQUEST: Amend PUD 98-01 to include 5 Acres and plat 22 Single-Family
Residential Lots and Open Space Lots.

EXISTING LAND USE: Bare Land

Tamarack Resort Holdings is requesting an amendment to the approved planned unit development (PUD) to extend their external boundary in the northeast corner of the resort in order to include an adjacent five-acre parcel. The applicant is requesting an amendment to the PUD to shift existing allowed residential use to these lots. It is not a request for an expansion of the PUD allowed uses or total number of residential units.

The parcel would be seamlessly integrated into the existing Tamarack Resort PUD. A subdivision plat is proposed for this site with 22 cottage-type homes and open space lots.

Access would be from a new private road onto Village Drive, a private road. There would be no vehicle access directly onto West Mountain Road. Right-of-Way for West Mountain Road will be dedicated to Valley County.

The site would be served by Northlake Recreational Sewer and Water District for sewer and water. Tamarack currently has two potable water wells that are managed by Northlake Recreational Sewer and Water District; an additional well is proposed.

This is an amendment from the original PUD external boundary; therefore, this particular conditional use permit requesting both an expansion of the Tamarack Resort Planned Unit Development boundary and a subdivision is being reviewed by the Planning and Zoning Commission and approved/denied by the Board of County Commissioners.

Attached is the original Amended Capital Contribution Agreement as approved on June 3, 2002.

FINDINGS:

1. The Planning and Zoning Commission recommended approval of the application on May 18, 2023, at a properly noticed public hearing.
2. Legal notice was posted in the *Star News* on June 1, and June 8, 2023. Potentially affected agencies were notified on May 26, 2023. Property owners within 300 feet of the property line were notified by fact sheet sent on May 26, 2023. The notice and application were posted online at www.co.valley.id.us on May 26, 2023. The site was posted on June 15, 2023.
3. All agency comment received:

Mike Reno, Central District Health, stated that an application, engineering report, and purveyor letters are required. The central sewer and water plans must be submitted to Department of Environmental Quality (April 19, 2023; May 31, 2023)

Jess Ellis, Donnelly Fire Marshal, replied with requirements. (May 11, 2023)

Paul Ashton, Valley County Engineer, replied with requirements. (Exhibit 1 – May 18, 2023)
4. Public comment received:

Blair and Michelle Johns, 2127 West Mountain Road, requests that the trees be preserved in the 30-ft wide recreation and utility easement. (June 19, 2023)

Chris Kirk, representing the applicant, replied that it will enhance the site to keep the 30-ft easement as is but with the possible addition of a trail. (June 20, 2023)
5. Physical characteristics of the site: Relatively flat; the wetlands on the northern portion of the property will not be impacted.
6. The surrounding land use and zoning includes:

North: Single-Family Residential Subdivision Lots (Royal Scot No. 2 and No. 5)
South: Tamarack Resort – North Aspen Parking Lot
East: U.S. Bureau of Reclamation and Campgrounds.
West: Single-Family Residential Subdivision Lots (Royal Scot No. 2)
7. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:
 - 2. Residential Uses (h) Planned Unit Development
 - 2. Residential Uses (c) Subdivision for single-family subdivision.

8. PUD 98-1 Tamarack Resort, a Planned Unit Development as approved by C.U.P. 02-04 and 02-05. Attached are:
- WestRock – Master Overall & Platting Phasing Plan
 - Approved PUD 98-01 Preliminary Plat Sheet 1

9-5H-8: ISSUANCE OF CONDITIONAL USE PERMIT:

- B. Issuance Of Permit; Form: Upon recommendation of the commission, the administrator or staff shall issue a conditional use permit on forms prescribed by the commission.
5. When the commission's decision is subject to board approval, as for planned unit developments, the conditional use permit will not be issued until after the board's decision.

8. Valley County Code (Title 10): Subdivision Regulations. This title should be reviewed for determination of technical issues of the plat.

Standards are allowed to be relaxed as part of the planned unit development:

- Valley County requires a 70-ft right-of-way width; however, this is a planned unit development, which previously had a relaxation of the width of right-of-way approved for the internal private roads; original PUD allowed 50-ft rights-of-way.

10-4-4: STREETS

F. Street Layout

6. Cul-de-sac streets, designed to be so permanently, shall not be longer than nine hundred feet (900') unless specifically approved by the commission and board and shall be provided with a turnaround with a right of way radius of at least sixty feet (60').

10-4-6: EASEMENTS:

- A. Utility Easements: There shall be provided easements for the utilities upon and across the front of lots of a width of a minimum of twelve feet (12') (except for entrance service) or as and where considered necessary by the commission.
- B. Stormwater Easement Or Drainage Right Of Way: Where a subdivision is crossed or bounded by a watercourse, drainageway, channel, irrigation ditch, or stream there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of such watercourse, and such further width or construction, or both, as will be adequate for the purpose.
- C. Drainage: Provisions for adequate drainage shall be made by the subdivider as prescribed by the county engineer in accordance with the manual containing the drainage standards and specifications as adopted by Valley County.
- D. Existing Easements: All existing easements must be shown on the subdivision plat.

10-5-1: STREET AND UTILITY IMPROVEMENTS:

- A. Installation Required: Public street, utility, conduit for fiber optics, and other off site improvements, as hereinafter listed, shall be installed in each new subdivision at the subdivider's expense or at the expense of the party agreeing to install the same, in accordance with the minimum standards set forth below prior to the acceptance of any final plat for recordation, except as provided in subsections C and D of this section. A right of way permit will be required (see section 5-7-2 of this code).
- B. Acceptance By County: The county shall not accept the dedication of any public rights of way and any easements shown on the plat, together with appurtenant facilities lying therein which the county would have a duty to maintain after dedication, which are not improved, or construction thereof guaranteed in accordance with the provisions of this title or with the policies, standards, designs and specifications set forth in the road and street specifications adopted by Valley County. The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed. All plats shall contain in their notes this statement: "The

Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."

Dedication of public rights-of-way does not guarantee that the public road will be maintained by Valley County. Public rights of way are allowed with roads that are maintained by homeowners. Public rights of way shall be provided through properties to adjacent lands for the purpose of circulation, when reasonable.

- C. Private Road Declaration: In the event that private roads, streets and ways are shown on a subdivision plat, the width of the right of way must meet specifications set forth in road and street specifications adopted by the board of county commissioners. A private road declaration shall be recorded and state that the county will have no responsibility for the installation or maintenance of the private roads, shall describe who is responsible for maintenance of the private roads, and describe the construction schedule for the private roads. Construction of private roads shall be the responsibility of the subdivider and shall be constructed to the minimum standards as set forth in the road and street specifications for private roads adopted by the county.
- D. Declaration Of Installation Of Utilities: A declaration of installation of utilities shall also be recorded. The declaration shall describe the utilities that will be placed by the subdivider, verify when the utilities will be installed and state that Valley County will have no responsibility for the installation or maintenance of utilities. If all utilities are not installed prior to recordation of the plat, a note shall be placed on the face of the plat that states: "Utilities have not been installed at the time of recordation of this plat".
- E. Connection To Public Road Required: The county shall not accept any new subdivision unless the streets within the subdivision, whether public or private, are connected directly to an existing public road. In the event the subdivision is not connected to a public road with an approved minimum standard as determined by the Valley County Road Director, then the subdivider shall construct, or guarantee the construction as provided by this title, a connector road to county standards, either private roads or public roads, which shall provide access to the subdivision. All subdivisions shall be required to be accessed by a road system that meets the minimum standard as determined by the Valley County Road Director. When access has historically been provided through the subdivision to other ownerships, the subdivider shall provide for continuation of the public right of way.

SUMMARY:

No compatibility rating has been done. It was previously done as part of the overall Planned Unit Development.

STAFF COMMENTS / QUESTIONS:

1. This site is within the Donnelly Fire District. It is not within an irrigation district or a herd district.
2. The Commission should be aware that the original Planned Unit Development approved documents included a provision for flexibility in Section I – Application Overview. It reserved the right to modify the Facilities Plan in a number of ways; provided for preliminary and final platting in future phases; and stated the modifications do not materially change any component of the prior approvals, as listed. (attached) In the future if there is a material change the Planned Unit Development would need to be formally amended and process through the Planning and Zoning Commission along with the Board of County Commission as per 9-5H-8.5.
3. The original approved application is available for review in the Planning and Zoning office.
4. It is anticipated that the cottages will be constructed by a Tamarack contractor and sold

as a finished product.

5. Right-of-way width along West Mountain RD must be dedicated 50' from center of the travelled way.

ATTACHMENTS:

- Conditions of Approval
- PZ Commission Facts and Conclusions
- PZ Commission Meeting Minutes – May 18, 2023
- Vicinity Map
- Aerial Map
- Assessor Plat – T.16N R.3E Section 32
- Proposed Plat
- Tamarack Resort – Master Overall & Platting Phasing Plan
- Approved PUD 98-01 Preliminary Plat Sheet 1
- Amended Capital Contribution Agreement – June 10, 2002
- Pictures Taken April 26, 2023, and June 15, 2023
- Responses

Conditions of Approval

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
4. The final plat shall be recorded within two years, or this permit will be null and void.
5. Must comply with all requirements previously approved as P.U.D 98-01 Tamarack Resort and any subsequent amendments.
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
7. Prior to final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed.
8. All wetlands shall be delineated on the final plat or shown as a "no build area".
9. Must bury conduit for fiber optics with utilities.
10. Applicant's engineer shall confirm all utilities were placed according to the approved plans prior to issuance of building permits.
11. A private road declaration is required to confirm that the road will be maintained by the

Tamarack Municipal Association.

12. Must have a will-serve letter from the North Lake Recreational Sewer and Water District guaranteeing that sewer capacity is available for immediate service prior to recordation of the final plat.
13. A letter of approval is required from Donnelly Fire District prior to recording the final plat or prior to issuance of building permits if improvements are financially guaranteed.
14. CCR's should address, lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.
15. Shall place addressing numbers at each residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.
16. There should be a note that states all lots shall be accessed from internal Tamarack roads and not West Mountain RD.
17. All easements shall be shown on the final plat.
18. Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. The discussion will be concerning current road conditions and potential mitigation for impacts caused by the development.
19. There shall be a dedication of public right-of-way along West Mountain RD that is 50' from center of travelled way.
20. The following notes shall be placed in the notes on the face of the final plat:
 - "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
 - "All lighting must comply with the Valley County Lighting Ordinance."
 - "Only one wood burning device is allowed on each lot."
 - "Surrounding land uses are subject to change."

END OF STAFF REPORT

**FINDINGS OF FACT AND CONCLUSIONS OF LAW BEFORE
THE VALLEY COUNTY PLANNING AND ZONING COMMISSION**

SUBJECT: Tamarack Resort P.U.D. 98-1 Amendment and
C.U.P. 23-17 Phase 3.5 - The Cottages at Trillium Creek

INTRODUCTION

This matter came before the Valley County Planning and Zoning Commission on May 18, 2023. The Commission reached a quorum. Commission members in attendance were Ken Roberts, Gary Swain and Chairman Katlin Caldwell. Chairman Caldwell recused herself due to a family member in contract with the applicant and left the meeting room.

Scott Turlington, representing Tamarack Resort, the applicant, was present and requested an amendment to the approved planned unit development to add a five-acre parcel that is adjacent to the northeast corner of the current boundary. A subdivision plat is proposed for this site with 22 cottage-type homes and open space lots. Access would be from a new private road onto Village Drive, a private road. Right-of-Way for West Mountain Road will be dedicated to Valley County. The site is served by Northlake Recreational Sewer and Water District and Tamarack Municipal Water System. The site is parcel RP16N03E328900 in the SE ¼ Section 32, T.16N, R.3E, Boise Meridian, Valley County, Idaho.

FINDINGS OF FACT

Having given due consideration to the application and evidence presented at the Public Hearing, which is summarized in the Minutes of the Commission's meeting dated May 18, 2023, the Valley County Planning and Zoning Commission hereby made the following findings of fact:

1. That the existing use of the property is an undeveloped single family residential parcel and will now be a single-family residential subdivision within a Planned Unit Development.
2. The application and submittal information presented at the public hearing meets all the requirements of the Valley County Ordinances as codified in Title 9 of the Valley County Code.
3. That the land use categorization in Valley County Code (Table 9-3-1) is as follows:
 - 2. Residential Uses (h) Planned Unit Development
 - 2. Residential Uses (c) Subdivision for single-family subdivision.
4. That the surrounding land uses are single-family residential subdivision lots, U.S. Bureau of Reclamation managed lands, campgrounds, Tamarack Resort – North Aspen Parking Lot.
5. That the proper legal requirements for advertisement of the hearing have been fulfilled as required by the Valley County Land Use and Development Ordinance, Valley County Code, and by the Laws of the State of Idaho.
 - The complete application was received from the applicant on March 28, 2023.
 - Legal notice was posted in the *Star News* on April 27, 2023, and May 4, 2023.

- Potentially affected agencies were notified on April 11, 2023.
- Property owners within 300 feet of the property line were notified by fact sheet sent April 11, 2023; these owners were also sent the revised public hearing date information on April 21, 2023.
- The notice and application were posted online at www.co.valley.id.us on April 11, 2023.
- The site was posted on April 26, 2023.

7. No one in attendance commented on the proposed use.

CONCLUSIONS

Based on the foregoing findings, the Valley County Planning and Zoning Commission concludes as follows:

1. That the proposed use is in harmony with the general purpose of Valley County ordinances and policies and will not be otherwise detrimental to the public health, safety, and welfare.
2. Valley County must follow the laws of the State of Idaho and those identified in the Valley County Code.
3. Valley County has opted to substitute traditional zoning with a multiple use concept in which there is no separation of land uses.
4. Valley County has one mixed use zone that is a performance-based ordinance which promotes mitigation of impacts.
5. The proposed use is compatible with surrounding land uses.
6. That the proposed use is consistent with the Valley County Comprehensive Plan.
7. Valley County should provide varying lot sizes and a mix of housing types.
8. The proposed lot sizes are similar to the surrounding area.

ORDER

The Valley County Planning and Zoning Commission, pursuant to the aforementioned, recommends to the Board of County Commissioners that the application of Tamarack Resort Holdings for Tamarack Resort Planned Unit Development 98-1 Amendment and Conditional Use Permit 23-17 Phase 3.5 - The Cottages at Trillium Creek – Preliminary Plat, as described in the application, staff report, correspondence, and minutes of the meeting be approved.

Special conditions applied to the proposed use are:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with

- Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
 3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
 4. The final plat shall be recorded within two years, or this permit will be null and void.
 5. Must comply with all requirements previously approved as P.U.D 98-01 Tamarack Resort and any subsequent amendments.
 6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
 7. Prior to final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed.
 8. All wetlands shall be delineated on the final plat or shown as a "no build area".
 9. Must bury conduit for fiber optics with utilities.
 10. Applicant's engineer shall confirm all utilities were placed according to the approved plans.
 11. A private road declaration is required to confirm that the road will be maintained by the Tamarack Municipal Association.
 12. Must have a will-serve letter from the North Lake Recreational Sewer and Water District guaranteeing that sewer capacity is available for immediate service prior to recordation of the final plat.
 13. A letter of approval is required from Donnelly Fire District prior to recording the final plat.
 14. CCR's should address, lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.
 15. Shall place addressing numbers at each residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.
 16. There should be a note that states all lots shall be accessed from internal Tamarack roads and not West Mountain RD.
 17. All easements shall be shown on the final plat.
 18. Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. If an agreement cannot be reached the application shall be set for another public hearing with the Valley County Planning and Zoning Commission to determine if the application can be approved without improvements and still meet their mandates concerning public health, safety, and welfare matters. The discussion will be concerning current road conditions and potential mitigation for impacts caused by the development.
 19. The following notes shall be placed in the notes on the face of the final plat:
 - "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."

- “All lighting must comply with the Valley County Lighting Ordinance.”
- “Only one wood burning device is allowed on each lot.”
- “Surrounding land uses are subject to change.”

20. Open Space or Common Area lots shall be marked as such and given a lot/block designation.

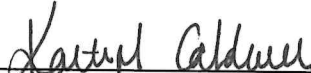
NOTICE OF FINAL ACTION AND RIGHT TO REGULATORY TAKING ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code §67-8003, an owner of real property that is the subject of an administrative or regulatory action may request a regulatory taking analysis. Such request must be in writing and must be filed with the Valley County Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

Please take notice that if this is a decision of the Planning and Zoning Commission it can be appealed to the Valley County Board of Commissioners in accordance with Valley County Code 9-5H-12. The appeal should be filed with the Valley County Planning and Zoning Administrator within ten days of the decision.

Please take notice that if this is a decision of the Board of County Commissioners it is a final action of the governing body of Valley County, Idaho. Pursuant to Idaho Code §67-6521, an affected person i.e., a person who has an interest in real property which may be adversely affected by the issuance or denial of the application to which this decision is made, may within twenty-eight (28) days after the date of this Decision and Order, seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

END FACTS AND CONCLUSIONS



 Valley County Planning and Zoning Commission
 Chairman

Date: 06/08/23

Valley County Planning and Zoning Commission

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Phone: 208-382-7115
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Katlin Caldwell, Chairman
Ken Roberts, Vice-Chairman

Sasha Childs, Commissioner
Scott Freeman, Commissioner
Gary Swain, Commissioner

MINUTES

Valley County Planning and Zoning Commission

May 18, 2023

Valley County Court House - Cascade, Idaho

PUBLIC HEARING - 6:00 p.m.

A. OPEN: Meeting called to order at 6:00 p.m. by Chairman Caldwell. A quorum exists.

PZ Director – Cynda Herrick:	Present
PZ Commissioner – Katlin Caldwell	Present
PZ Commissioner – Sasha Childs:	Excused
PZ Commissioner – Scott Freeman:	Excused
PZ Commissioner – Ken Roberts:	Present
PZ Commissioner – Gary Swain:	Present
PZ Assistant Planner – Lori Hunter:	Present

Chairman Caldwell announced that the public hearing for C.U.P. 23-15 Mullin Multiple Residences has been postponed to August 17, 2023, and C.U.P. 23-16 Forge Landworks has been postponed to June 15, 2023.

B. MINUTES: Commissioner Roberts moved to approve the minutes of April 18, 2023. Commissioner Swain seconded the motion. Motion passed unanimously.

C. NEW BUSINESS:

1. C.U.P. 23-14 Big Boy Toys: C & R Investments is requesting approval of a conditional use permit to scrap ATVs, UTVs, etc., in an existing commercial building. The existing individual well and septic system would be used. Access would be from a shared driveway from Highway 55. The site is addressed at 13871 Highway 55 and is the southeast portion of parcel RP17N03E035820 located in the SW ¼ Section 3, T.17N, R.3E, Boise Meridian, Valley County, Idaho. Action Item. [Postponed from May 11, 2023]

Chairman Caldwell introduced the item and opened the public hearing. Chairman Caldwell asked if there was any exparte contact or conflict of interest; there was none. Director Herrick presented the staff report, displayed the site, landscaping plan, and GIS map on the projector screen, and summarized the following exhibits:

- **Exhibit 1** – Paul Ashton, Parametrix and Valley County Engineer, listed requirements regarding stormwater and best management practices. (May 16, 2023)

The access permit from Idaho Transportation Department was discussed. Commercial businesses have existed at this site for many years. Outside storage, the existing fence, and

2. **C.U.P. 23-15 Mullin Multiple Residences:** Michael Mullin is requesting a conditional use permit for two residences on one parcel. Individual wells and septic systems are proposed. Access would be from shared driveway onto Farm to Market RD, a public road. The existing home is addressed at 13288 Farm to Market RD. The 19.89-acre parcel is RP16N03E013606 located in the SWNW Section 1, T.16N R.4E, Boise Meridian, Valley County, Idaho. Action Item. [**Postponed to August 17, 2023**]
3. **C.U.P. 23-16 Forge Landworks:** Forge Landworks LLC is requesting a conditional use permit for an equipment storage and construction yard. An individual well and individual septic system are available. Access is from a shared driveway onto Highway 55. The 33.5-acre parcel is RP17N03E150465, addressed at 13722 Highway 55, and located in the NE ¼ Section 15, T.17N, R.3E, Boise Meridian, Valley County, Idaho. Action Item. [**Postponed from May 11, 2023; Postponed to June 15, 2023.**]

6:35 p.m.

4. **Tamarack Resort P.U.D. 98-1 Amendment and C.U.P. 23-17 Phase 3.5 - The Cottages at Trillium Creek – Preliminary Plat:** Tamarack Resort Holdings is requesting an amendment to the approved planned unit development to add a five-acre parcel that is adjacent to the northeast corner of the current boundary. A subdivision plat is proposed for this site with 22 cottage-type homes and open space lots. Access would be from a new private road onto Village Drive, a private road. Right-of-Way for West Mountain Road will be dedicated to Valley County. The site is served by Northlake Recreational Sewer and Water District and Tamarack Municipal Water System. The site is parcel RP16N03E328900 in the SE ¼ Section 32, T.16N, R.3E, B.M., Valley County, Idaho. Action Item. [Postponed from May 11, 2023]

Chairman Caldwell introduced the item, recused herself due to a family member in contract with the applicant, and left the meeting room. Acting Chairman Roberts opened the public hearing and asked if there was any further exparte contact or conflict of interest; there was none. Director Herrick presented the staff report; displayed the site, P.U.D. maps, preliminary plat, and GIS map on the projector screen; and summarized the following exhibits:

- **Exhibit 1** – Paul Ashton, Parametrix and Valley County Engineer, listed requirements. (May 16, 2023)

Director Herrick added that this property would be added into the Tamarack Resort boundary and be governed by Tamarack Resort’s Design Guidelines, CCRs, and Tamarack Municipal Association. The original P.U.D. approval did not include a road development agreement. There is an amended capital contribution agreement that specifies what will be done in each phase, including road improvements. This agreement is a negotiation between Tamarack Resort and the Board of County Commissioners. Tamarack Resort P.U.D. included approval of private roads with 50-ft rights-of-way.

Acting Chairman Roberts asked for the applicant’s presentation.

Scott Turlington, Tamarack Resort, stated that the 22 cottages will be sold as “built product” in 2024 or 2025. All internal roads are maintained by the homeowner association; this road would be also. The area immediately to the south is used as for overflow parking. The North Lake Recreational Sewer and Water District Board approved the applicant’s application for service. Mr. Turlington responded to the Commissioners’ questions regarding the preliminary plat and open space lots. The hammerhead turnaround is in an open space and snow storage lot. There will be pedestrian access to West Mountain Road through an open space lot. The final plat must designate the lots as open space.

Acting Chairman Roberts asked for proponents. There were none.
Acting Chairman Roberts asked for undecided. There were none.
Acting Chairman Roberts asked for opponents. There were none.

Acting Chairman Roberts closed the public hearing. The Commission deliberated.

Commissioner Swain moved to recommend approval of Tamarack Resort P.U.D. 98-1 Amendment and C.U.P. 23-17 Phase 3.5 - The Cottages at Trillium Creek – Preliminary Plat to the Board of County Commissioners with the stated conditions. Commissioner Roberts seconded the motion. Motion carried unanimously.

6:55 p.m.

Chairman Caldwell returned to the Commission.

5. C.U.P. 23-18 Montego Properties Multiple Residences and Solar Panels – Amendment to C.U.P. 22-03: Montego Properties L.C. is requesting a conditional use permit for a multiple residence and detached solar panels. The 182.75-acre site is parcel RP14N04E126605, addressed at 730 Warm Lake Road, and located in the SW ¼ Section 12 and W ½ Sec. 13, T.14N, R.4E, Boise Meridian, Valley County, Idaho. Action Item. **[Postponed from May 11, 2023]**

Chairman Caldwell introduced the item and opened the public hearing. Chairman Caldwell asked if there was any ex parte contact or conflict of interest; there was none. Director Herrick presented the staff report, displayed the site and GIS map on the projector screen, and summarized the following exhibits:

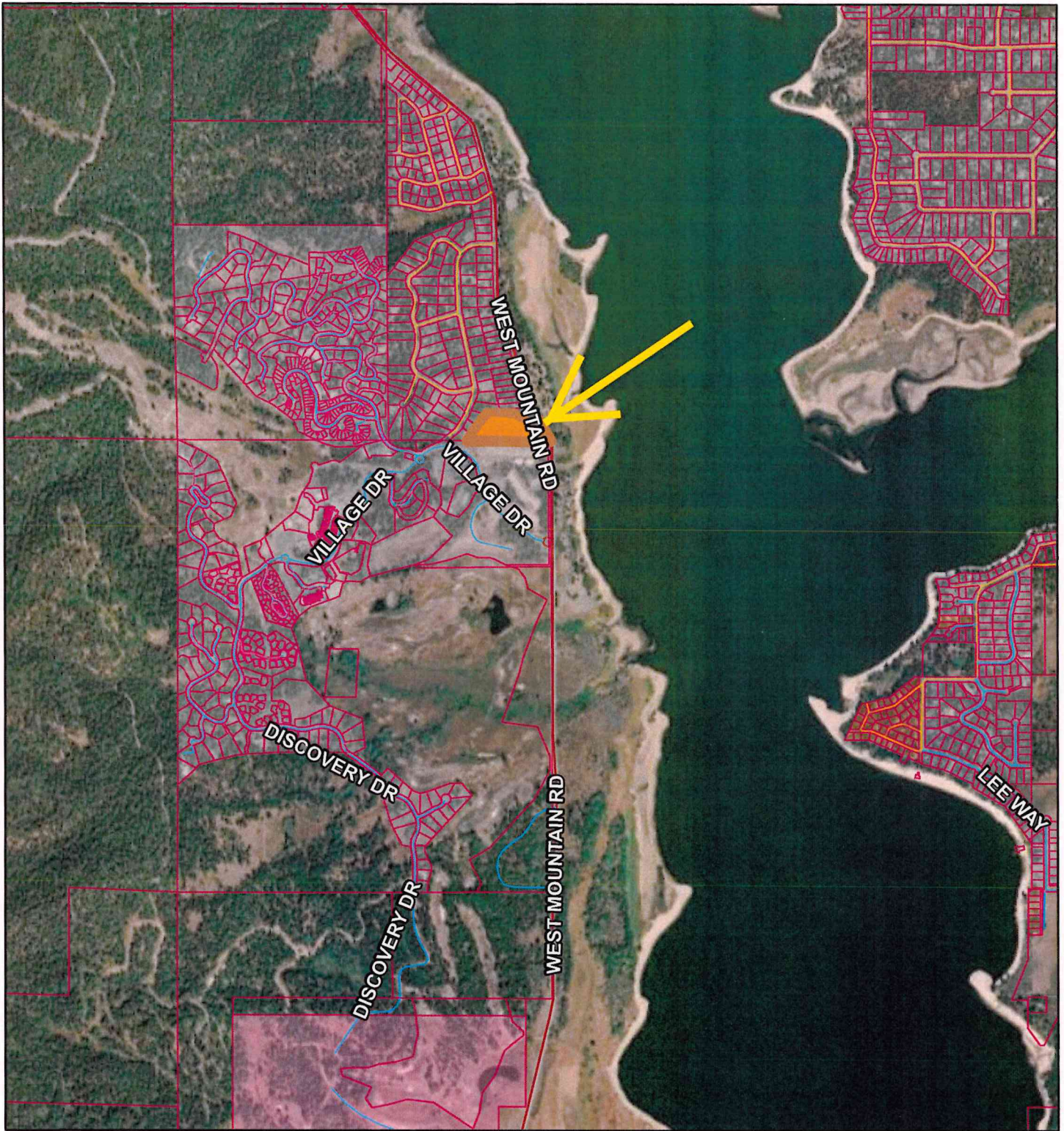
- **Exhibit 1** – Paul Ashton, Parametrix and Valley County Engineer, listed requirements regarding stormwater and best management practices. (May 16, 2023)

The original application had a variety of proposed uses and was denied by the Planning and Zoning Commission in 2022. However, the Commission did not make any findings regarding the multiple residences nor the solar panels. The applicant was unsure how to proceed. Staff determined that the multiple residence and detached solar panel portion of the applicant would be brought back to the Commission for a decision on those specific uses. There is one existing home at this time and would like to add a second residence. There are existing solar panels, and the applicant wants another panel for the new residence. Central District Health approval will be required for a building permit. The applicant was not present.

Chairman Caldwell asked for proponents. There were none.
Chairman Caldwell asked for undecided. There were none.
Chairman Caldwell asked for opponents. There were none.

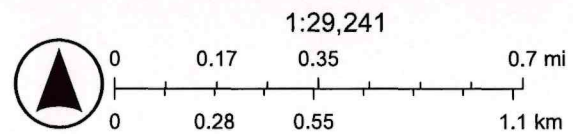
Chairman Caldwell closed the public hearing. The Commission deliberated. C.U.P. 22-03 was denied for being incompatible with surrounding land uses and a vague application. This request is much reduced. Commissioner Swain stated the request for two homes and solar panels on 183 acres seems reasonable. Commission Roberts stated the multiple residence and solar panels were part of original plan; he does not have problem with this request. The conditions of approval listed in the staff report are appropriate. Chairman Caldwell stated that public notice did occur for this specific request; therefore, anyone who had issues with the multiple residences or solar panels had opportunity to comment.

CUP 23-17 Vicinity Map



March 30, 2023

- Parcel Boundaries
- URBAN/RURAL
- Roads
- PRIVATE
- COLLECTOR



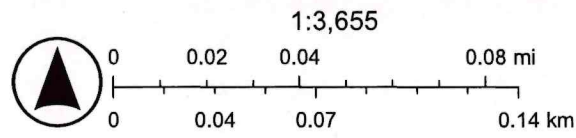
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CUP 23-17 Aerial Map



March 30, 2023

- Address Points
- Parcel Boundaries
- Roads
- URBAN/RURAL
- PRIVATE
- COLLECTOR



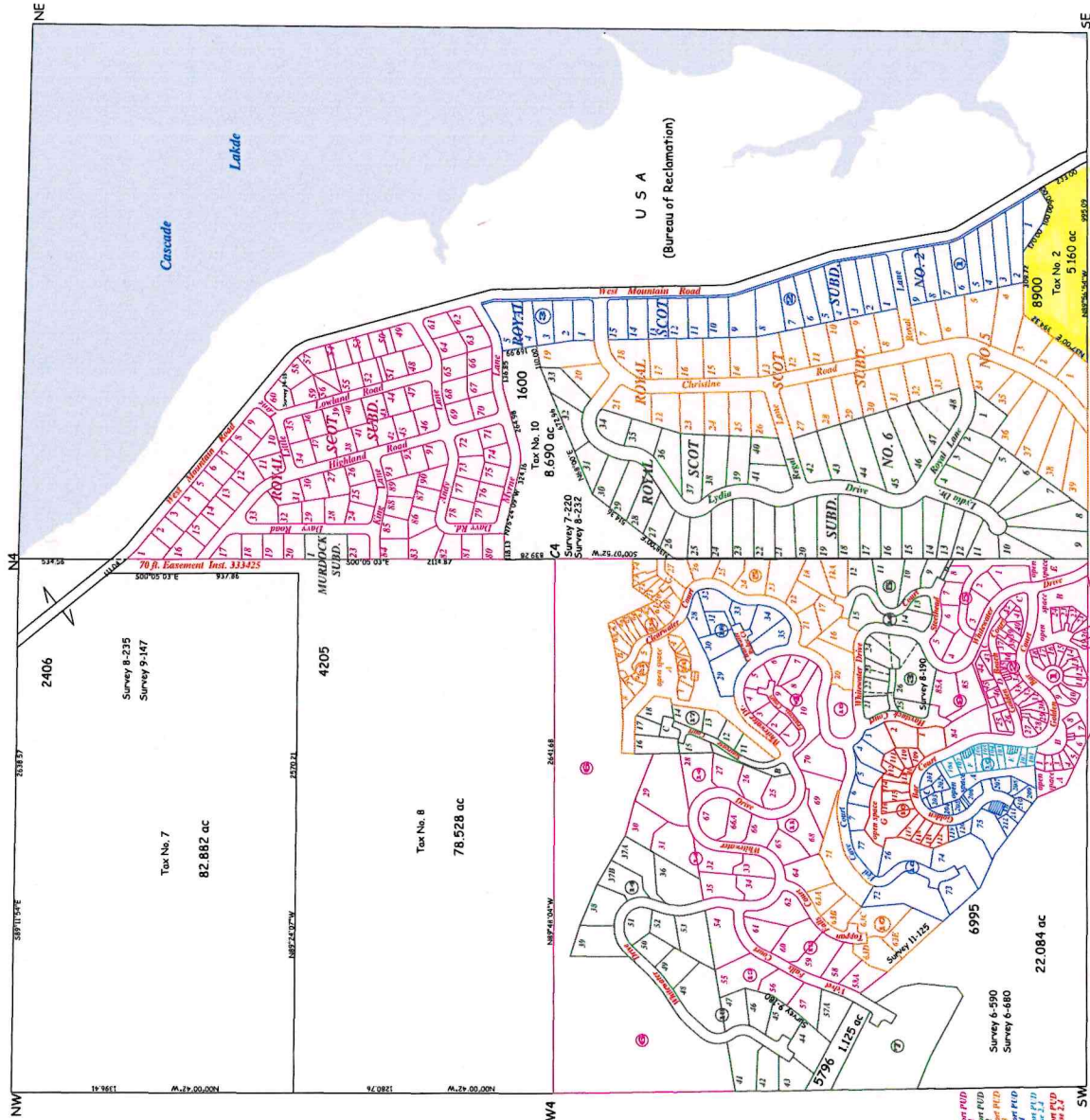
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PLAT TITLE

T W P . 1 6 N R O 3 E S E C . 3 2

VALLEY COUNTY
Cartography Dept.
Assessor's Office
Cascade, ID 83611

Filename:
Valley County Base Map
Scale: 1" = 400' ft
Date: 9/15/2022
Drawn by: J. Frederick



This Drawing is to be Used for Reference Purposes ONLY. The Client is NOT Responsible for Any Inaccuracies Contained Herein.



LEGEND

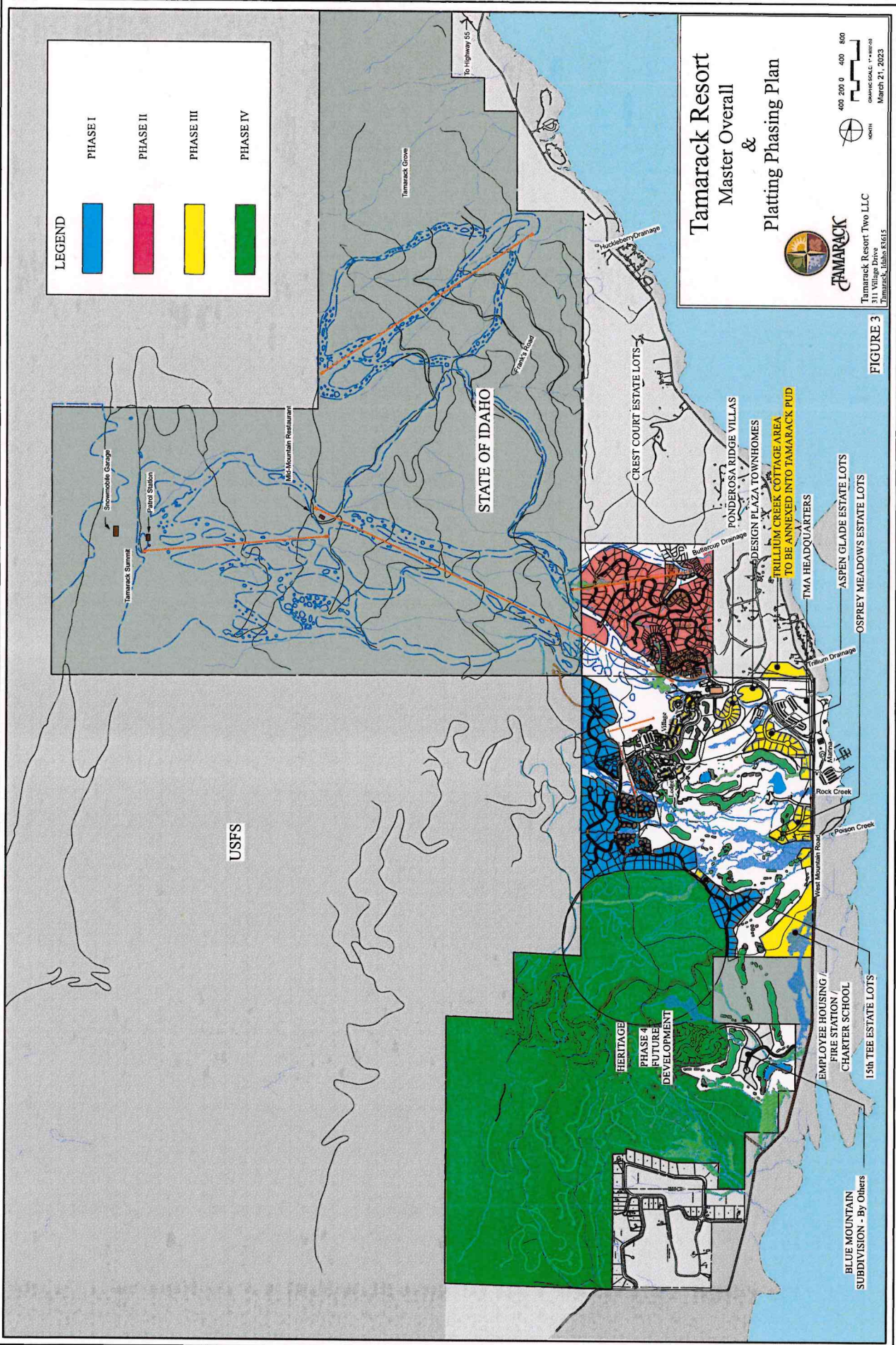
PHASE I	[Blue Box]
PHASE II	[Red Box]
PHASE III	[Yellow Box]
PHASE IV	[Green Box]

**Tamarack Resort
Master Overall
&
Platting Phasing Plan**



TAMARACK
Tamarack Resort Two LLC
311 Village Drive
Tamarack, Idaho 83618

Scale: 400 200 0 400 800
North Arrow
DATE: March 21, 2023



USFS

FIGURE 3

AMENDED CAPITAL CONTRIBUTION AGREEMENT

THIS AMENDED AGREEMENT is entered into by and between **WestRock L.P.** an Idaho limited partnership, **WestRock Associates, LLC**, and **WestRock, Inc.** (hereinafter jointly referred to as "Developer") and **Valley County**, a political subdivision of the State of Idaho, (hereinafter generally referred to as "Valley County"), effective the 10 day of June, 2002.

RECITALS

Developer submitted an Application for Concept and PUD Approval of the WestRock Resort Planned Unit Development (hereinafter "PUD" or "Project"), dated March 12, 2001.

As part of the Application, Developer submitted studies which identify the fiscal impacts of the P.U.D. on Valley County and various of its taxing and service districts. In addition, Valley County commissioned an Independent Assessment of the Project's impacts, titled "Independent Assessment of WestRock Lake Cascade Resort" (dated July 31, 2001, by CH2MHILL).

On August 1, 2001, the Valley County Board of County Commissioners ("the Board") approved the PUD (PUD # 98-1).

On September 10, 2001, the Board entered into a Capital Contribution Agreement with the Developer, which identified the required mitigations by Developer of the aforesaid fiscal impacts.

On January 23, 2002, the Board entered into an Amendment to the Agreement.

Developer submitted Applications for CUP 02-04, for 02-05 and for Modification of the PUD on March 15, 2002 (hereinafter "Developer's CUP Application").

The Board voted to approve the Applications on June 3, 2002.

The Board and Developer have agreed to certain additional amendments to the Agreement, which the Board and the Developer desire to memorialize; and, the parties further desire to incorporate the amendment which was memorialized in the aforesaid January 23, 2002 Amendment into this Amended Agreement.

AGREEMENT

THEREFORE IT IS AGREED AS FOLLOWS:

- I. **Intention of Agreement/Definitions:** This Agreement is intended only to memorialize agreed-upon compensation and reimbursements to Valley County, and certain taxing and service districts. This Agreement is not intended to grant the Developer any guarantees or rights supplemental or additional to the approvals which have been or may hereafter be obtained. "Preliminary Site Work" for purposes of this Agreement shall include all work

which is included in the description of "Phase P" in Section V, A of Developer's CUP Application.

II. Off-Site Road Improvements:

A. **Access Road:** Developer agrees to pay a sum equal to thirty percent (30%) of the total project cost for improvement of the main access road between State Highway 55 and the Resort, known as the "Roseberry Access", as defined below. The County and Developer must agree on the specific scope of the improvements to which the Developer will be expected to contribute, regarding which Developer and the County will negotiate in good faith. Developer's agreement shall not be withheld, provided that the Roseberry Access Projects do not materially exceed the scope and elements described below.

B. **Recommended Improvements / "Roseberry Access Projects":** The projects may include the following:

1. **Project 1 - Preliminary Engineering / Corridor Study:** The County shall evaluate options regarding and conduct preliminary engineering for the improvement of the Roseberry access. Developer shall contribute \$50,000 to the County for this Project after the following events have occurred:

a) the State of Idaho, Department of Lands, and Developer have entered into a final Lease Agreement for the State Lands which are included in the P.U.D.; and,

b) the County has granted Final Concept and P.U.D. approval for the P.U.D.

This payment shall be credited against Developer's total financial obligation for off-site road improvements, as described herein, but shall be non-refundable.

2. **Project 2 - Tamarack Bridge to the south entrance of WestRock:**

a) Overlay existing roadway and stabilize sub-grade as needed.

b) Re-stripe pavement with permanent delineation.

c) The Developer's financial contributions to the cost of construction of the sewer lines and rehabilitation of the County road surfaces shall be specified in agreements between Developer and the North Lake Sewer District. The cost of this construction and related activity shall be solely the responsibility of Developer and the

North Lake Sewer District. A permit shall be obtained by the District from the County for any disturbance of any County Road.

3. **Project 3 – Connector between Roseberry Road and Tamarack Bridge. Improve Road up to Lake Fork Causeway:**

- a) Build a new section of road from the end of Roseberry Road, over the beginning of Mountain Meadows Road, then curving to the south and joining the end of Tamarack Falls Road, as studied by County Engineers, or widen and improve alignment of Norwood road. Developer's contribution toward right-of-way acquisition shall not exceed \$300,000. ✓
- b) Install a new Bridge over Mud Creek.
- c) Overlay existing roadway and stabilize sub-grade as needed.
- d) Re-stripe pavement with permanent delineation.

4. **Project 4 - Widen existing causeway on Roseberry Road and improve Roseberry Road from Mountain Meadows Road to Highway 55:**

- a) Widen or reconstruct existing causeway pursuant to the aforesaid Preliminary Engineering / Corridor Study. *Not Done*
- b) Overlay existing roadway and stabilize sub-grade as needed.
- c) Re-stripe pavement with permanent delineation.

C. **Method and Timing of Payments for Access Road Improvement:** The Developer's aforesaid contributions shall be paid as follows:

1. The Developer shall pay \$150,000 after the following events have occurred:
 - a) Final Preliminary Plat approval, and issuance of a Conditional Use Permit ("C.U.P.") for the P.U.D.. "Final Approval" for these purposes and hereinafter in this Agreement shall mean final action by the County (i.e. after the expiration of all administrative appeals), and the expiration of time for or final resolution of all judicial appeals;and,
 - b) the County has approved and is prepared to proceed with one of the aforesaid projects, with scope and completion date reasonably acceptable to Developer.

2. Regarding any of the aforesaid Roseberry Access Projects which the County completes prior to final Concept Approval and Final Preliminary Plat / C.U.P. approval, as defined above, of the first phase of the P.U.D. which is submitted by the Developer for approval, then Developer's thirty (30) percent contribution shall be paid within sixty (60) days after the aforesaid approvals are final.
 3. Regarding the balance of the aforesaid Roseberry Access Projects, within sixty (60) days after award of the construction contract for the Project, Developer shall either:
 - a) Provide the County with surety acceptable to the County for Developer's thirty (30) percent share; or,
 - b) Deposit the funds into a Valley County interest bearing trust account.
 - c) In either case, Developer's contribution shall be paid to the County, pro rata, no later than ten (10) days after notice to the Developer of the County's approval of each of the Contractor's invoices.
 4. The Developer shall either pay in full or provide the County with surety acceptable to the County for Developer's required contributions to the aforesaid projects, as follows:
 - a) for Project 2, prior to Final Plat recordation for Phase 1;
 - b) for Project 3, prior to Final Plat recordation for Phase 2; and,
 - c) for Project 4, prior to Final Plat recordation for Phase 3.
 5. After the completion of the Preliminary Engineering / Corridor Study, the parties shall re-evaluate the aforesaid surety schedule and/or the phasing of the aforesaid projects.
- D. Maintenance:** The County will continue to provide year-round maintenance of the Roseberry access road at a level which is within the sole discretion of the Board of County Commissioners.
- E. Other Contributions:** The County will negotiate comparable capital contribution agreements with future developers of land within the use area serviced by the Roseberry access corridor in order to secure proportionate contributions to the cost of the aforesaid projects.

F. **Donnelly Intersection:** Developer agrees to pay the City of Donnelly's share of the costs incurred for improvements to the intersection of State Highway 55 and Roseberry Road in Donnelly, not to exceed \$600,000, as follows:

1. \$100,000 shall be due and owing thirty (30) days after the last to occur of the following:
 - a) Developer has received final Concept Approval for the P.U.D. and final Preliminary Plat / C.U.P. Approval for the First Phase of the P.U.D. which is submitted by Developer for County approval;
 - b) Developer and the State of Idaho have entered into a Final Lease Agreement regarding, or the State has rendered a final, irrevocable commitment to lease to Developer the State land included in the Project; and,
 - c) the City of Donnelly and the Idaho Transportation Department have executed a contract for planning and design of the intersection.
2. The balance of \$500,000 shall be paid no later than sixty (60) days after the award of the construction contract for the Project, or as required by the Idaho Transportation Department.

Chris Investigate

III. **Regional Transportation:**

The Developer will work with Valley County and ITD to establish a public transportation network to reduce traffic and the need for personal vehicles. The Developer believes that an efficient transportation system is important to insure that its guests have a high quality experience. Because of this, the resort's land plan includes a transportation center to facilitate mass transportation as well as special parking for buses and vans.

- A. **Boise to WestRock Transportation:** Developer agrees to exercise due diligence in reaching agreement with appropriate carriers to supply this service concurrently with the opening of the resort. If any guarantees are necessary to initiate operation, Developer agrees to fund one hundred percent (100%) of such guarantees; provided, the guarantees may be shared with other developers or operators.
- B. **Valley County Transportation:** The Developer will be a pro-rata partner with other commercial enterprises in any effort by the County to develop such a system.
- C. **Transportation of Construction Workers:** It is presently contemplated that construction workers will use private cars or vans. Upon request by the County, if

the need arises, WestRock agrees to finance van transportation to and from the major RV parks and other locations where workers imported into the area are most likely to stay.

IV. Affordable Housing for Employees:

Affordable, employee housing shall be provided according to the Application filed on March 23, 2001, as amended.

V. School Systems:

Developer shall mitigate the impacts of the Project on the McCall-Donnelly and Cascade School Districts, as follows:

A. Cascade School District:

1. Developer shall make a one-time payment of \$7,000 to the District for each WestRock direct impact New Student Enrollee;
2. Developer shall make a one-time payment of \$10,500 to the District for each WestRock direct impact special needs / LEP New Student Enrollee;
3. "Direct impact" for these purposes shall mean any student: (1) whose custodial parent or parents is employed at the time of enrollment at the WestRock Project (i.e. within the boundaries of the P.U.D.), whether directly by WestRock, by an independent contractor or sub-contractor, or by an independent business, person or entity, including construction workers; or, (2) whose custodial parent or parents is a resident within the Project (which shall include both owners and renters);
4. "New Student Enrollee" means a student who was not enrolled in and did not reside in the District in the prior school year.
5. Developer's aforesaid obligation shall apply to direct impact students who enroll in the District, for the first time, after Developer's commencement of substantial work on the Project. "Substantial work" for these purposes shall be defined as the commencement of work, except for Preliminary Site Work, pursuant to any C.U.P. which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively (hereinafter "the school mitigation start date");
6. Developer's aforesaid obligation shall continue for a period of fifteen (15) years following the school mitigation start date; provided, it is understood that Developer shall make only one payment, as defined above, for each New Student Enrollee, regardless of whether that student continues thereafter to attend school within the District;

7. On or before the school mitigation start date, Developer shall advance \$200,000 to the District, as a prepayment toward Developer's aforesaid obligations. This payment shall constitute a credit against Developer's aforesaid obligations. However, in the event that, over the fifteen (15) year life of Developer's aforesaid obligations, the total moneys owing to the District do not exceed or are less than \$200,000, the District shall be entitled to retain the entire \$200,000; and, Developer shall not be entitled to any refund of any portion thereof;
8. Commencing with the school mitigation start date, the District shall screen New Student Enrollees and shall provide Developer with quarterly statements regarding each New Student Enrollee, with sufficient detail to enable Developer to confirm whether or not the student is a WestRock direct impact New Student Enrollee. These reports shall continue throughout the fifteen (15) year life of Developer's aforesaid obligation; and,
9. If the District receives a sufficient number of New Student Enrollees to produce a total payment obligation for Developer of \$200,000, then, thereafter, the District shall provide a written request for the aforesaid mitigation payments, with its quarterly report, in the event that it has enrolled a new WestRock direct impact new student. Within thirty (30) days after receipt of the quarterly statement, Developer shall provide the funds required by this Agreement.

B. McCall-Donnelly School District:

1. Developer shall make a one-time payment of \$6,500 to the District for each WestRock direct impact New Student Enrollee. In the event that said student re-enrolls in the District in the school year immediately following the student's first year of new enrollment, then Developer shall pay the District an additional \$3,250 for such student;
2. Developer shall make a one-time payment of \$9,750 to the District for each WestRock direct impact special needs / LEP New Student Enrollee; and, if such student re-enrolls in the District, as aforesaid, Developer shall pay \$4,875 in the second year of enrollment for such student
3. "New Student Enrollee" means a student who was not enrolled in and did not reside in the District in the prior school year.
4. "Direct impact" for these purposes shall mean any student: (1) whose custodial parent or parents is employed at the time of enrollment at the WestRock Project (i.e. within the boundaries of the P.U.D.), whether directly by WestRock, by an independent contractor or sub-contractor, or by an independent business, person or entity, including construction workers; or, (2) whose custodial parent or parents is a resident within the Project (which shall include both owners and renters);

5. Developer's aforesaid obligation shall apply to direct impact students who enroll in the District, for the first time, after Developer's commencement of substantial work on the Project. "Substantial work" for these purposes shall be defined as the commencement of work, except for Preliminary Site Work, pursuant to any C.U.P. which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively (hereinafter "the school mitigation start date");
6. Developer's aforesaid obligation shall continue for a period of five (5) years following the school mitigation start date;
7. Commencing with the school mitigation start date, the District shall provide the Developer with quarterly statements providing sufficient detail and data regarding each newly enrolled student in the District to enable the Developer to confirm whether or not such students are WestRock direct impact New Student Enrollees. In the event that the New Student Enrollees for the quarter covered by the statement include WestRock direct impact students, then the statement shall be accompanied by a bill to the Developer for the aforesaid payments. The Developer shall provide the District with the aforesaid payments within thirty (30) days after the billing.
8. The Developer shall pay the District \$325,000 for facilities and facilities' upgrades, which sum shall be payable as follows:
 - a) Developer shall pay the District \$65,000 on or before the school mitigation start date and an identical sum on the first, second, third and fourth annual anniversaries thereof; provided,
 - b) The District shall provide the Developer with a Capital Improvement Plan, which shall describe the facilities or facilities upgrades which the District proposes to complete with the aforesaid \$325,000.00 contribution. To allow the opportunity for the Developer to comment on the Plan and for the Board to consider any such comments, the aforesaid payments shall be due on the later of the school mitigation date or 60 days after the Plan has been provided to the Developer. However, the Board shall have sole discretion over the final ingredients of the Plan.

C. **Sureties**: Prior to the County's final approval, as defined hereinabove, of any Final Plat . which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively, Developer shall provide the Board of County Commissioners with surety acceptable to the County for the total moneys which Developer could reasonably be expected to pay to the two (2) Districts assuming build out of and completion of all work related to that Final Plat . under

the terms of the aforesaid school mitigation agreements. Prior to final approval of each Final Plat for the Project thereafter, similar surety shall be provided to the Board of County Commissioners for the total payments which Developer could reasonably be expected to be required to make to the Districts, assuming buildout of and completion of all work related to that particular Final Plat

VI. Services Financed from the County General Fund:

- A. The Developer shall pay the sum of \$525,000 to the County for the impacts of the development on County services, as follows:
1. The sum of \$175,000 no later than thirty (30) days' prior to Developer's commencement of substantial work on the Project. In the event that any judicial appeal of County approval of the P.U.D. or of a C.U.P. is filed by a third-party, then Developer shall pay \$25,000 of the aforesaid sum upon request from the County. ("Substantial work" shall be defined as the commencement of work, except for Preliminary Site Work, pursuant to any C.U.P. which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively).
 2. The sum \$175,000 one year thereafter; and
 3. The sum of \$175,000 two years thereafter.
- B. These impact funds shall be disbursed by the Board of Commissioners of Valley County, as deemed necessary by them to address the impacts of the development. It is anticipated that disbursements will be made for impacts on the Sheriff's Office, the Planning & Zoning Department, the Prosecutor's Office, the District Court Facilities, the Valley County Dispatch, and other County services.
- C. In addition, Developer, and its agents and assigns, shall pay the fees required by prevailing Valley County Ordinances for plan review, to cover the cost to Valley County of review of building permit submittals.
- D. Upon the request of the County, Developer shall submit surety acceptable to the County for the aforesaid total sum of \$525,000, less any sums already paid to the County, as a condition of the recordation of the first Final Plat for the Project, or any portion thereof, which is approved by the County.

VII. Fire & Emergency Services:

Developer will build a station with fire and emergency services (the "Station"). This Station will be part of a separate fire district staffed by full-time professionals and volunteers, which will have reciprocal support agreements with its neighbors. This Station will open by the end of the third year of construction. During the first three (3)

years of construction, fire and emergency services will be provided by the Donnelly Rural Fire Protection Association, and, in some cases, by their McCall and Cascade counterparts. Developer shall mitigate the impacts of the Project during these first three (3) years, as follows:

- A. Commencing no later than thirty (30) days prior to Developer's commencement of "substantial work" on the Project, as the same is defined hereinabove, Developer shall contribute the sum of \$10,000 per year to the Donnelly Association for a period of three (3) years (i.e. a total of three [3] payments);
- B. Developer shall guarantee the fees of the Donnelly Association and the McCall and Cascade Fire Protection Districts for ambulance runs related to WestRock, as follows:
 1. Developer's obligation shall be to guarantee or underwrite the Association's or Districts' fees, at then prevailing fee schedule rates, for ambulance runs related to WestRock; provided, Developer's obligation shall be limited to the difference between the Association's and the Districts' total fees for a particular WestRock related ambulance run and the sum which the Association's and Districts are able to collect from the benefited party or his/her insurance carrier or provider;
 2. the Association and Districts shall make diligent efforts to recover the full cost of each ambulance run which is related to WestRock from the person who is transported by the Association or Districts or his/her insurance carrier or provider; and, to the extent allowed by law, the Association and Districts shall subordinate and assign to WestRock their right to collect such sums from any person from whom the Association or Districts collect less than their full fee schedule;
 3. Developer's guarantee to underwrite such fees shall continue for three (3) years following the date on which substantial work on the Project commences, as defined above;
 4. the Association and Districts shall provide the Developer with a monthly statement, which itemizes and details each ambulance run for which the Association or District seeks reimbursement and which further documents the Association's or District's efforts to collect the fees associated therewith and the results of those efforts;
 5. within fifteen (15) days after Developer's receipt of the statement, Developer shall pay the Association or District the sums required under the terms of this Agreement;

6. a "WestRock related ambulance run" shall mean a run in which any of the following persons is transported:
 - a) a person who at the time of the run is principally employed at the WestRock Project, whether directly by WestRock, by an independent contractor or sub-contractor, or by an independent person, entity or business, including construction workers; and,
 - b) residents within the Project, including both owners and renters.
7. the Board of Commissioners shall have the discretion to require security for Developer's aforesaid obligations as a condition of the recordation of individual Final Plats for the Project.

C. In addition to the payments specified above, no later than 30 days after Developer's commencement of any Preliminary Site Work, Developer shall pay the sum of \$10,000.00 to the Donnelly Association, to mitigate any interim impacts of the Developer's activities on the Association.

D.. The parties acknowledge that the Project's impacts on fire and emergency services need to continue to be evaluated and monitored, as does the issue of how to best provide ambulance services County-wide. Developer and the Donnelly Association shall continue to review options and negotiate in good faith. The Board will review this issue with each Final Plat which is submitted by Developer for Board approval..

VIII. Capital Contribution Process:

In the event that any of the aforesaid beneficiaries of this Agreement (i.e. the County, the Donnelly Rural Fire Protection Association, the McCall Fire District, the Cascade Fire District, the Cascade School District, the McCall-Donnelly School District or the City of Donnelly) conclude that a capital contribution is due and owing under the terms of this Agreement and has not been paid, then such beneficiary shall provide Developer with written notice specifying the contribution which is owed. Within thirty (30) days after the date of the request, Developer shall either pay the requested capital contribution, in accordance with the terms of this Agreement; or, if Developer does not believe that the request is proper under the terms of this Agreement, the Developer shall provide the said beneficiary and the County with written notice of the basis for Developer's objection to the request. In case such an objection by Developer is lodged, then the said Beneficiary and Developer shall meet within fourteen (14) days after the date of such objection and negotiate in good-faith to resolve the issues raised by the objection. In the event that such negotiations do not resolve the dispute, then Developer and the Beneficiary shall present their positions to the Board of County Commissioners, who shall decide whether the requested contribution is, in fact, owed under the terms of this Agreement. Appeal from the decision of the Board shall be allowed, as provided by Idaho law. As a condition of the appeal, the Developer shall tender to the County the entire amount in dispute or shall supply the County with surety for such amount in a form acceptable to the County.

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look @*

IX. Miscellaneous Provisions:

- A. Succession: The terms of this agreement shall be binding on and shall inure to the benefit of the assigns and successors of the Developer.
- B. State Lease Contingency: Developer's performance of its obligations and duties defined herein shall be contingent upon Developer and the State of Idaho entering into a final and binding Lease Agreement for and regarding the State Lands which are part of the Project.
- C. Unanticipated Impacts: The provisions of this Agreement and of the Capital Contribution Agreement shall be evaluated on an ongoing basis as C.U.P.'s implementing the Project are submitted for County review. If unanticipated impacts arise, then Developer and the County shall negotiate in good-faith regarding mitigations of those impacts.
- D. Severance of Provisions: In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of the Agreement shall continue in effect.
- E. Developer's Compliance with VCLUDO: The terms of this Agreement shall not excuse or alter the Developer's responsibility to comply with the requirements of the VCLUDO, nor of any C.U.P. which is issued for the Project, or any phase thereof.
- F. Warranty of the Parties: The parties to this Agreement each warrant that they have all necessary authority to execute this Agreement.
- G. Relationship of the Parties: This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Developer.
- H. Article and Section Captions: The Article and Section captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.
- I. Preparation of Agreement: Each party has participated in negotiating and drafting this Agreement and, therefore, no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- J. Modification: This Agreement represents the entire agreement between the parties as of the date of its execution. It may not be amended or modified except by means of a subsequent written agreement properly executed by all parties.
- K. Venue in the Event of Dispute: This Agreement is entered into in Valley County in the State of Idaho, and shall be construed in accordance with the laws of the State of

Idaho. Venue for any dispute between the parties shall be the Fourth District Court in and for the State of Idaho, County of Valley.

L. **Attorney's Fees for Prevailing Party:** In the event that a dispute arises between the parties regarding the enforcement of any provision of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorneys fees and costs incurred.

M. **Assignability:** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the prior written consent of the County. The County shall not withhold its consent unless it fails to receive reasonable satisfaction of the assignee's financial ability to perform and/or surety agreements satisfactory to the County for Assignee's assumption of Developer's obligations. Developer shall give notice to the County of any proposed assignment and provide such information regarding the proposed assignee as may be reasonably required by the County to evaluate such assignee's financial capabilities. The County shall respond in writing to the request for assignment within sixty (60) days after the date of notice of the assignment. Developer's conveyance of individual parcels or tracts of lands to builders, users, or other developers shall not be deemed to be an assignment of and shall not relieve Developer of Developer's responsibilities hereunder.

N. **Notices:** All notices required under the terms of this Agreement shall be given in writing by personal service or by certified mail to the parties at the following addresses:

1. **To the County:** Valley County Board of County Commissioners
P. O. Box 1350
Cascade, Idaho 83611

With Copies to: Valley County Prosecuting Attorney
Valley County Courthouse
P. O. Box 1350
Cascade, Idaho 83611

2. **Developer:** Jean-Pierre Boespflug
WestRock Associates, LLC
c/o Cross Atlantic Ventures, LLC
56 Hawthorne Village Road
Nashua, NH 03062

Donald K. Weilmunster
WestRock L.P.
P. O. Box 4
Garden Valley, ID 83622

With Copies to:

Steven J. Millemann, Esq.
Millemann, Pittenger, McMahan & Pemberton, LLP
Attorneys at Law
P. O. Box 1066
McCall, ID 83638

Any party may change its address for purposes of Notice under this Agreement, by giving written notice to the other party of the name and address change.

- O. **Remedies Upon Default:** In addition to any and all remedies which might be available to the parties under the terms of this Agreement or by law, in the event of an uncured default of this Agreement, the non-defaulting party shall be entitled to the imposition of specific performance and/or injunctive relief. All remedies available to a party shall be deemed cumulative and the selection of one remedy shall not be deemed a waiver of any other right or remedy.
- P. **Non-Waiver:** The failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right.

VALLEY COUNTY BOARD OF COMMISSIONERS:

By: Terry F. Gestrin
Commissioner / Chairman Terry F. Gestrin

Date: 10 JUNE 2002

By: F. Phillip Davis
Commissioner F. Phillip Davis

Date: 6/10/2002

By: Thomas W. Kerr
Commissioner Thomas W. Kerr

Date: 6-10-2002

ATTEST:

VALLEY COUNTY CLERK:

Leland G. Heinrich
LELAND G. HEINRICH

Date: 6-10-2002

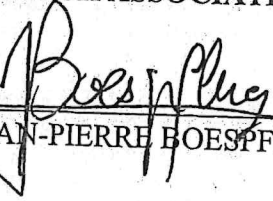
WESTROCK L.P.

By: Don Weilmunster
DON WEILMUNSTER

Date: 6-10-02

WESTROCK ASSOCIATES, LLC

By:

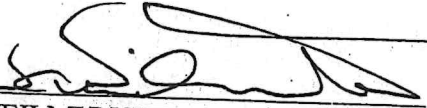

JEAN-PIERRE BOESPFUG

Date:

6/25/02

WESTROCK, INC.

By:


DON WEILMUNSTER

Date:

6/26/02



04/26/2023



PUBLIC

Valley County Planning & Zoning Commission
Informs You to a PUBLIC HEARING

**Tamarack Resort P.U.D. 98-1
Amendment and
C.U.P. 23-17
The Cragden at Tiltium Creek
Preliminary Plat**

Applicant: Tamarack Resort Holdings
Property Owner: Tamarack Real Estate
Selling, LLC

Location: Parcel 98-000001-0000
in the 22.5 Section 33, T. 14N, R. 2E,
S. 10E Meridian, Valley County, Idaho

Project Description:
Tamarack Resort Holdings is submitting an amendment to the application prepared and approved by the applicant pursuant to the development to add a new parcel that is adjacent to the northern corner of the current plat.

The parcel would be identified as parcel 98-000001-0000 in the existing Tamarack Resort P.U.D. 98-1. A subdivision and a proposed Tamarack site with 22 single-home lots with open space. The applicant would like to have a new plat that would change from a private road to a public road. The applicant would like to have a new plat that would change from a private road to a public road. The applicant would like to have a new plat that would change from a private road to a public road.

The site would be owned by Tamarack Management Group and would be subject to the Tamarack Master Water System.

More information, including the application, is posted online at: www.vco.valley.id.us

PUBLIC HEARING
May 11, 2023
6:00 p.m.

Courthouse Building
2nd Floor
210 North Main Street
Caldwell, ID

For the applicant to appear at the public hearing, the applicant must file a copy of the application with the Planning & Zoning Commission at least 10 business days before the public hearing.

Questions and comments should be directed to:
Doreen Smith, AICP, EIR
Planning & Zoning Director
210 North Main Street
Caldwell, ID 83402
Phone: 208.333.2222
Email: dsmith@vcovalley.com

POSTPONED UNTIL
MAY 18TH 2023
NOTICE

04/26/2023





Valley County Transmittal
Division of Community and Environmental Health

Return to:

- Cascade
- Donnelly
- McCall
- McCall Impact
- Valley County

Rezone # _____
 Conditional Use # PUU 98-1
 Preliminary / Final / Short Plat The Cottages @ Tallinn Creek

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. Run-off is not to create a mosquito breeding problem
- 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 13. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 14. Application, engineering Report & permit letters Required.

Reviewed By: [Signature]
 Date: 4/19/23



Valley County Transmittal
Division of Community and Environmental Health

Return to:

- Cascade
- Donnelly
- McCall
- McCall Impact
- Valley County

Rezone # _____

Conditional Use # CUP 23-17

Preliminary / Final / Short Plat The Cottages at Trulliam Creek

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
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- 13. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 14. Application & engineering required

Reviewed By: _____

Date: 5 / 31 / 23



Donnelly Rural Fire Protection District

P.O. Box 1178 Donnelly, Idaho 83615

208-325-8619 Fax 208-325-5081

May 11, 2023

Valley County Planning & Zoning Commission
P.O. Box 1350
Cascade, Idaho 83611

RE: Tamarack Resort P.U.D. 98-1 Amendment and C.U.P. 23-17 Phase 3.5 The Cottages at Trillium Creek – Preliminary Plat

Tamarack Resort P.U.D. 98-1 Amendment

The Donnelly Rural Fire Protection District has no comments or concerns on this matter.

C.U.P. 23-17 Phase 3.5 The Cottages at Trillium Creek – Preliminary Plat


After review, the Donnelly Rural Fire Protection District will require the following.

- All roads shall be built to Valley County Road Department standards or **Section 503.2 IFC 2018**. Tamarack road standards are acceptable
- All fire apparatus access roads shall comply with **Section D103.4 IFC 2018**, All roads shall be inspected and approved by the DRFPD personnel prior to final plat
- In accordance with **Section D103.6 IFC 2018**, where required by the fire code official, NO PARKING – FIRE LANE signs shall be posted on both side sides of fire apparatus access roads.
- **Section 503.7 IFC 2018** Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than 150 feet from a fire apparatus access road. Driveways shall provide a minimum unobstructed width of 12 feet and a minimum unobstructed height of 13 feet 6 inches. Driveways in excess of 150 feet in length shall be provided with turnarounds. Driveways in excess of 200 feet in length and 20 feet in width may require turnouts in addition to turnarounds.
- In accordance with **Section 503.7.6 IFC 2018** the gradient for driveways cannot exceed 10 percent unless approved by the fire code official
- **Section 503.7.8 IFC 2018** Driveways shall be designed and maintained to support the imposed loads of local responding fire apparatus and shall be surfaced as to provide all weather driving capabilities
- **Section 503.7.5 IFC 2018** all buildings shall have a permanently posted address, that shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and maintained thereafter.

- In accordance with **Section 507.1 IFC 2018** an approved water supply capable of supplying the required fire flow for fire protection shall be provided to the premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction
- An engineered drawing of the water system with hydrant placement shall be submitted for review prior to construction. Water system shall be a looped system
- The DRFPD requires a minimum Fire flow of 1125 GPM with a duration of not less than two hours, all fire hydrants shall be tested and approved by DRFPD prior to final plat
- Any residence utilized as a short term rental shall comply with Valley County Ordinance 19-09 Liquefied Petroleum Gas

Please call 208-325-8619 with any questions.

Jess Ellis



Fire Marshal
Donnelly Fire Department

TECHNICAL MEMORANDUM

DATE: May 16, 2023
TO: Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Administrator
FROM: Paul Ashton, PE
SUBJECT: May 18, 2023, Planning and Zoning Commission Agenda Items
CC: Cody Janson, PE
PROJECT NUMBER: 314-4875-011
PROJECT NAME: Valley County Engineering Services

The following comments are for the item listed in the on the May 18, 2023, Valley County (VC) Planning and Zoning Commission agenda you directed us to review:

Old Business:

1. *None*

New Business:

1. ***C.U.P. 23-14 Big Boy Toys***

Site grading and drainage plans are not required for this application; however, the applicant is required to retain all stormwater resulting from site improvements, including landscaping, on site and will protect adjacent properties, waterways, and roadway ditches from soil erosion and sedimentation using appropriate best management practices (BMPs).

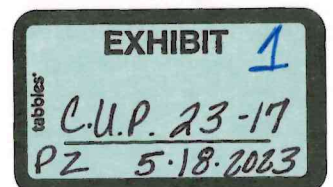
2. ***C.U.P. 23-15 Mullin Multiple Residences (Postponed to August 17, 2023)***

3. ***C.U.P. 23-16 Forge Landworks (Postponed to June 15, 2023)***

4. ***Tamarack Resort P.U.D. 98-1 Amendment and C.U.P. 23-17 Phase 3.5 – The Cottages at Trillium Creek – Preliminary Plat***

Detailed preliminary site grading, drainage, and roadway plans and drainage design documentation have not been submitted to Valley County for review. Additional stormwater resulting from site improvements will need to be retained on site and appropriate temporary and permanent best management practices (BMPs) are required to protect adjacent properties, waterways, and roadway ditches.

This project will require review and approval by Valley County of the site grading and drainage plans, and erosion control measures, including BMPs prior to any ground disturbing activity related to the site development.



Grading or disturbance of wetlands is subject to approval of the U.S. Corps of Engineers under the federal clean water act. A federal 404 permit may be required and will be part of the conditional use permit.

5. C.U.P. 23-18 Montego Properties Multiple Residences and Solar Panels – Amendment to C.U.P 22-03

Site grading and drainage plans are not required for this application; however, the applicant is required to retain all stormwater resulting from site improvements on site and will protect adjacent properties, waterways, and roadway ditches from soil erosion and sedimentation using appropriate best management practices (BMPs).

6. C.U.P. 23-19 Cascade Valley Estates – Preliminary Plat

Detailed preliminary site grading, drainage, and roadway plans and drainage design documentation have not been submitted to Valley County for review. Additional stormwater resulting from site improvements will need to be retained on site and appropriate temporary and permanent best management practices (BMPs) are required to protect adjacent properties, waterways, and roadway ditches.

This project will require review and approval by Valley County of the site grading and drainage plans, and erosion control measures, including BMPs prior to any ground disturbing activity related to the site development.

Grading or disturbance of wetlands is subject to approval of the U.S. Corps of Engineers under the federal clean water act. A federal 404 permit may be required and will be part of the conditional use permit.

Please contact me if you have any questions.

Sincerely,

PARAMETRIX
Valley County Engineer



Paul Ashton, PE

Tamarack Resort Cottages at Trillium Creek - Tree Preservation

From: Chris Kirk [REDACTED]
Sent: Tuesday, June 20, 2023 9:04 PM
To: Cynda Herrick <cherrick@co.valley.id.us>
Cc: Scott Turlington [REDACTED]
Subject: Re: Tamarack Resort Cottages at Trillium Creek - Tree Preservation

From my perspective, there was always the intent to preserve these trees

I think it's important not only to be good neighbors but frankly it will enhance the Cottage experience to keep the 30' easement as is but with the possible addition of a nicely laid out trail.

On Jun 20, 2023, at 6:08 AM, Cynda Herrick <cherrick@co.valley.id.us> wrote:

From the neighbor....to the north. See following email...

From: Michelle McInnes [REDACTED]
Sent: Monday, June 19, 2023 9:34 PM
To: Cynda Herrick <cherrick@co.valley.id.us>
Subject: Tamarack Resort Cottages at Trillium Creek - Tree Preservation

Dear Ms. Herrick,

We own the property at 2127 West Mountain Road near the new proposed cottage development. We are writing about the trees in the north property line of the Cottages at Trillium Creek.

We love Tamarack Ski Resort and are excited about the ongoing development and improvements. We appreciate Tamarack's dedication to the community and preservation of nature while making this beautiful area accessible to more people.

As the Cottages at Trillium Creek are being planned, we would like to request the trees be preserved in the 30' wide recreation and utility easement, as shown in the Preliminary Plat illustration.

Since we bought our land and cabin, we've noticed wildlife frequents the runoff creek near the proposed cabin locations. We've seen deer, foxes, bald eagles, ospreys, owls, and even a black bear. By preserving the trees on the easement, it would preserve habitat for these animals.

Additionally, our cabin has 2 windows that give us a beautiful view of the runoff creek (See Picture 1). The back of our property has an open view of the mountain and creek (See Picture 2). One of the reasons we chose to purchase this property is the beautiful view and the privacy these trees provide. These trees also add value to our property. Likewise keeping the trees would help create privacy and a sense of escape for cabins on lots 5-15. Those lots would also have beautiful views, increasing their value.

In the past, Tamarack has incorporated the beauty of nature into its other cottages. As the proposal states, the "parcel would be seamlessly integrated into the existing Tamarack Resort

PUD." We hope that care will be taken to preserve the trees along the edge of the property line next to the runoff creek as part of that integration.

Thank you for your consideration of this matter.

Sincerely,
Blair and Michelle Johns





