



**STAFF REPORT**  
**RIVER RIM RANCH PLANNED UNIT DEVELOPMENT**  
**MASTER PLAN AMENDMENT APPLICATION**  
**SIGNIFICANT CHANGES, DECREASED SCALE OR IMPACT**

Prepared July 22 for the August 13, 2013  
Planning & Zoning Commission Public Hearing

**This serves as an updated supplement to the previous staff reports prepared for the May and July PZC public hearings. Details of the application can be found in those previous reports.**

**OWNER:** Big Sky Western Bank (Glacier Bancorp)      **APPLICANT:** Don Chery

**REQUESTS:** Don Chery, agent for Big Sky Western Bank, is requesting a significant plat amendment that would reduce density and increase open space in Phases I – V of the River Rim Ranch PUD and add density to Phase VI. There is an overall reduction of 149 lots in the PUD and an increase of 618 acres of open space. The amendment would make optional the building of the golf course and would transfer the cost of future waste-water modules from the developer to homeowners.

**CODES:** Teton County Subdivision Ordinance Section 9-7-1 Vacations of Plats, Easements, Rights-of-Way; Lot Consolidations and Amendments to Recorded Subdivision Documents.

**LEGAL DESCRIPTION:** Portions of Sections 4-10, 15-22 and 29 Township 6 N, Range 44 E, BM. River Rim Ranch, Division II.

**LOCATION:** River Rim Ranch is a large PUD that straddles HWY 33, approximately 7 miles west of Teton.

**PROPERTY SIZE:** Approximately 5,500 acres

**ZONING:** River Rim Ranch was approved as a Planned Unit Development which sets unique zoning and development standards within the development.

## VICINITY MAP

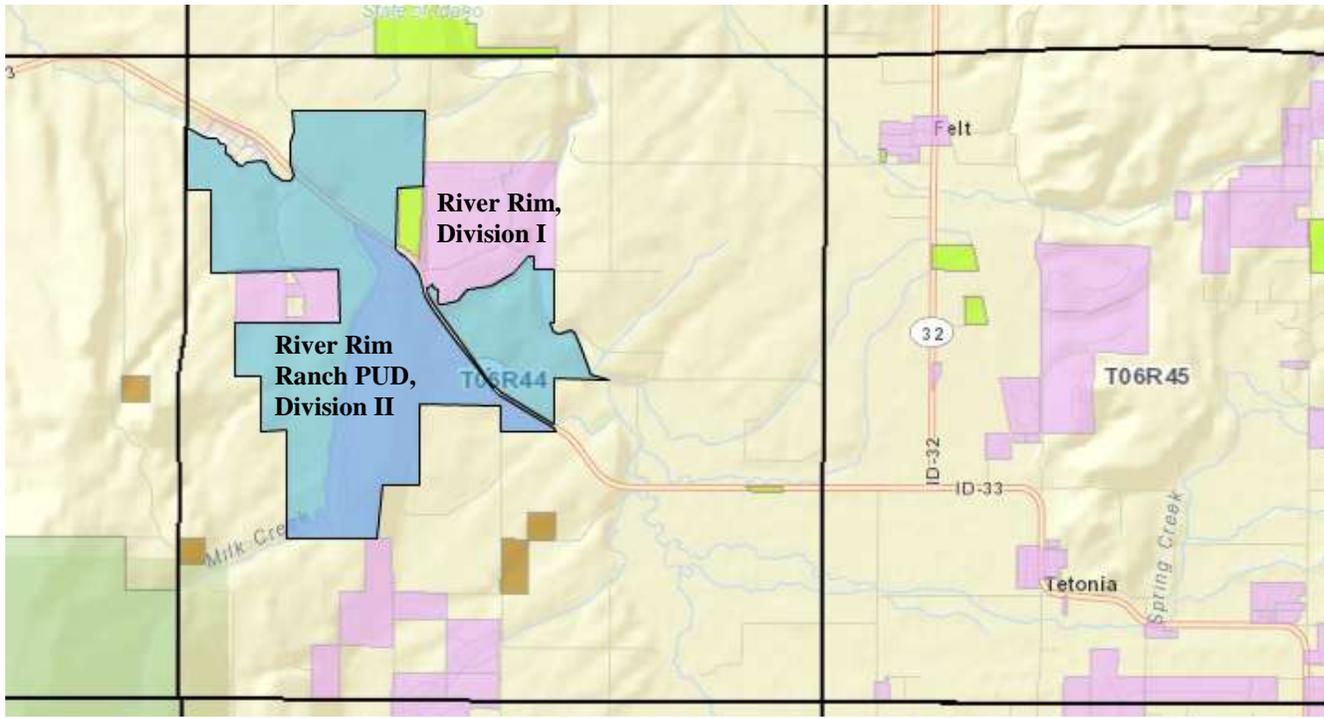


Figure 1: Vicinity Map of River Rim Ranch PUD

### STAFF ANALYSIS

#### Master Plan:

1. Notes need to change. Eliminate references to condominiums. A plat amendment will be needed to convert Tract E to cluster homes.
2. Several legend boxes are blank.
3. Exhibit B Engineers Cost Estimate, Note 4- Section 9 is not the correct section to reference.
4. Exhibit C Phasing Plan is missing phases 1A, 1M, 1O and 1P.

#### Development Agreement:

1. Page 2- note 2- this note is unclear. The 18 remaining units are single family. If you only read the note, the math doesn't add up. A statement that the cabin lots are being converted to single-family units would be helpful.
2. Page 3 and 4- A finding needs to be made that all commercial uses in River Rim are incidental, necessary, desirable and appropriate.
3. Page 3- Tract E cannot have commercial uses (the 2% calculation will not allow it). So Section 2 (a) (2) (D) should be eliminated. If the golf course is built this area will be used for cluster units.
4. Page 3 and 4- Block 1 Lots 6 and 8- The lodge facility needs to be incidental, necessary, desirable and appropriate. The proposed lodge should be restricted to a hunting operation, provided F&G permitting.
5. Page 4- the applicant is proposing 6 additional buildings for the lodge facility. The impacts of 6 additional buildings, visible from the highway, could be significant. Staff recommends scaling this back and mitigating the impacts of additional buildings that are visible from the Highway.

6. Page 5- Incidental Use Calculations- 19.73 acres are dedicated to incidental commercial uses in the West Rim Village (Block 1). Unless there is a two-acre lot that is proposed for commercial use, there should be no additional commercial uses approved in the subdivision. This would mean that if a golf course were to be built, a plat amendment would need to be approved and commercial uses would be limited to 21.7 acres total.
7. Page 5- Block 10 Lots 1-4- (ii) should read, “issuance of building permits for any lot.”
8. Page 6 and 7 Golf Area Landscape Restriction Plan, Maintenance/Weed Management Plan- This section does not describe a maintenance and management plan in detail. A plan needs a schedule of maintenance, perhaps mapping of problem areas, not all weed species can be managed with the same methods. Much more detail needs to be included in a management plan. Was Ben Eborn contacted to see if he is able, within his job description and time restraints, to inspect and report annually to the PA? Staff has attempted to contact Mr. Eborn and has not heard back from him.
9. Page 8 Road Improvements- County Road 9400 West. Phase 1A is not on the phasing map. Also add to the final sentence, “...200 trips per day, or 2026, whichever is first.”
10. Page 8 2)- West Loop Road and Block 1 should be completed by 2014. The previous version of the development agreement stated 2014.
11. Page 8 3)- several wrong references and a few typos.
12. Page 8 (g) Road Paving- wrong reference to previous sections. Add to end of final sentence, “or as described above.”
13. Page 9 1<sup>st</sup> paragraph- Owner “or POA” (add) shall be required to commence construction of the next treatment module once the projected number of units that would consume 80 percent of design capacity exist.
14. Page 10 (j) Letter of Credit. Several wrong references in this paragraph- what falls under the letter of credit needs to be crystal clear.
15. Pages 10 – 12 Exhibit A does not show reduction of developable acreage.
16. Page 11, 4- Phase III, not II as in the first line. The last few sentences of this paragraph differ from the others.
17. Page 12, 11Public Benefits - wrong reference.
18. Page 12, 12 Order of Completion. It is staff’s recommendation that Phase VI be tied to the completion of Phase I. This language was in a previous development agreement, but the most recent submittal reverted to this language.
19. Page 13, 17 Default- The County should not have to get a bid to pull the letter of credit. The engineer’s cost estimate indicates how much the work will cost.
20. Page 16, (d) Roadway/Path Maintenance- The Owner “or POA” (add) will maintain all internal roadways.
21. Page 16, (e) Idaho Department of Transportation (not Highways)
22. Page 17, 28 Open Area Provisions- Change Open Area and Open Areas to Open Space.
23. Page 17, 29 Adjacent Neighbor Provisions- Change to “Owner agrees to maintain a 200’ separation from all building envelopes to adjacent property.” (delete: “which has adjacent residential uses).

#### Phasing Plan:

The proposed phasing plan is extremely complicated and includes 18 “phases.” Generally, each part of the engineer’s cost estimate was turned into a phase so that the contingency can be released upon completion. This methodology defeats the purpose of phasing, wherein an entire project does not need to be built before the market is ready for it (for example, the original phasing of River Rim Division II).

To my knowledge, there has not been any progress made in working with the River Rim homeowners to work toward a solution to their grievances.

**Staff Recommendation:**

It is *not* staff's recommendation to recommend approval of this application in its current state. At the previous public hearing, the PZC stated clearly that they wanted a clean application that would not require a long list of conditions of approval. It is staff's judgment that the material provided in this application would need several conditions. Additionally, given the reversion of some information between the previous version of the application and this version, and the fairly significant changes in phasing plans, it is highly advisable to have ample time to review the documents before the next public hearing or meeting. It is staff's recommendation to continue (or deny) the River Rim public hearing application until the following items are satisfactorily addressed:

1. Revert to previous phasing plan. The proposed plan is quite complex and includes 18 phases in Phase I; the previous version included nine. Staff proposes simplifying the phasing plan and the least complex way to do that is to revert to the existing phasing plan. The existing plan which includes phases A-I allows contingencies to be released at reasonable intervals and is much more manageable.
2. The proposed maintenance and management plan for the golf course area is inadequate. The proposed plan does not mention any specifics. Typically, a management plan includes a) a mapping/inventory element, b) goals and objectives, c) management strategies and d) a monitoring program (written/photographic records etc.). It should be noted that Staff has been asking for a detailed Weed Management Plan and has described what that is since 2011 and a satisfactory plan has yet to be produced.
3. Phase VI should not be allowed to be platted until the completion of Phase I. Phase VI is the "profitable" phase of the development, while Phase I holds the liabilities. By separating the linkage of these two phases, there is the potential that more home sites are platted (and built on) before the completion of Phase I. Additionally, there is no incentive to finish Phase I, outside of the lost sunk costs, if these two phases are separated. The language was included in the previous development agreement and should revert to the previously-approved language: "21. Order of Completion. Development of Division II Phases II – V may be commenced in any order or simultaneously as determined by the Owner once the roads in Division II Phase I are completed to Teton County crushed gravel standards. [Staff recommends adding, "and all lots are eligible for certificates of occupancy"] Development of Division II Phase VI may commence upon completion of Division II Phase I. The infrastructure for all future phases must be complete before lots in those phases can be sold."
4. A finding needs to be made that all commercial uses in River Rim are incidental, necessary, desirable and appropriate.
5. The West Rim Village Commercial area is 19.7 acres. The total allowable commercial area based on 2% of the developable area is 21.69 acres. This would make Tract E, in its entirety ineligible for commercial uses. Two additional acres outside of the West Rim Village would be eligible for commercial uses.
6. The PZC needs to evaluate the visual impact analysis and discuss the impacts of Phase VI on both the wildlife and the visual landscape. It is staff's believe that Phase I will also cause a significant visual impact on the landscape, and although Phase I has been previously approved, effects are cumulative.
7. All the typos and incorrect references need to be corrected in the development agreement. These mistakes need to be corrected and returned to the planning department with enough time for review before a public hearing.

8. All notes on the master plan and engineers cost estimate need to be corrected and submitted to the planning department with enough time for review.
  9. All typos and errors in all documents need to be corrected and submitted to the planning department with enough time for review.
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