



# **RENDEZVOUS ENGINEERING, P.C.**

Civil Engineers and Planners in Wyoming and Idaho

**Rendezvous Project No: 05-003**

May 28, 2013

Ms. Stacey Frisk  
Executive Directory  
Valley Advocates for Responsible Planning  
P.O. Box 1164  
Driggs, Idaho 83422

RE: River Rim Significant Change Reduced Impact Amendment  
Response to Conditions of Support

Thank you for sending your May 6, 2013 letter outlining conditions of support for the River Rim amendment. I believe that Glacier Bancorp is in general agreement with most of your conditions as discussed below. There are some limitations and concerns as to how some of these conditions are implemented, however, believe that your overall requests and comments are reasonable for this project. Suggested comments and responses are presented on behalf of Glacier Bancorp for each of the five conditions.

**1. Farming or restoration of the proposed golf course:** Glacier Bank must bond for and fully complete either the golf course or the public parkway (grasses, trails, etc) by December 31, 2016. In addition, we would like to see Glacier immediately implement some form of interim land management plan in order to get control over the weeds and minimize erosion. We do not prefer one plan over the other - whether Glacier chooses to (a) farm the golf course, (b) rehab it with their 300K bond, or (c) implement the parkway plan with ponds and pathways is up to the applicant. However, we do ask that Glacier take action immediately and fully implement any one of these three plans before December 31, 2014. In addition, there must be ongoing weed management plan prepared by a certified weed consultant with money bonded for weed monitoring until December 31, 2016. [There have been numerous discussions about the reclamation of the golf course open space in conjunction with this proposed amendment. The owners recognize the need for a weed management plan and agree that this needs to happen in 2013 and continue in future years to be effective. Extensive control work has already taken place since 2009 including work with knowledgeable experts from J.R. Simplot Company who advise many of the farmers who operate in this area. Concurrently, Glacier Bancorp is a temporary owner and wants to leave all options available to a future owner with regard to the golf course. Consequently, the current owners believe that a phased plan has the best opportunity to achieve the objectives of reclamation in an affordable and flexible manner. The following schedule has been proposed for this site.](#)

<b>DESCRIPTION</b>	<b>DATE</b>
-Weed eradication	Summer 2013 (ongoing program)

-Site grading/top soiling	Fall 2014
-Agricultural practices	Spring 2015 (continued in future years)
-Native grass seeding	Fall 2015
-Trail system	Fall 2016
-Water features/ponds	Fall 2016

**2. Permanent Commitment to Future Phases:** Glacier must record an Agreement commitment with the County, for the benefit of the public, that shall run with the land. The Agreement will incorporate by reference the prior Master Plan, as amended, and re-affirm those provisions by which the landowners of Phases II - VI of Division 2 expressly forgo any legal right to request or receive a housing development density that exceeds what is presented in the 2013 Revised Master Plan, and will further commit to permanently preserving, at a minimum, the open space acreage that is presented in the 2013 Revised Master Plan. This Agreement will be incorporated by reference on the face of the Master Plan. [Glacier Bancorp has required all purchasers of land within the River Rim master plan to sign purchase agreements that mandate specific open space and density criteria. Although some flexibility is provided, certain minimum open space and maximum density requirements must be met to comply with these requirements. Copies of these legal documents have been submitted to the County Attorney for review and comment. It is Glacier Bancorp's understanding that any future development of these lands will require the landowners to file a plat and abide by the legal requirements of the overall River Rim Master Plan. The platting process will be controlled by the County and rules and regulations in effect at the time. Because several of the future phases are now owned by parties other than Glacier Bancorp \(Phases II, III, IV and V\), it is not feasible for Glacier Bancorp, which is supportive of the open space restrictions, to impose additional restrictions on these parcels other than what has been done to date.](#)

**3. Wildlife Protections in the South Canyon Phase:** This recorded Agreement commitment shall also specify that if the South Canyon Phase VI is someday developed according to the 2013 Revised Master Plan, it shall be phased with the lots closest to the Teton River being developed in the last phase. The phasing plan must require the developer to build and finish a portion of the project before moving on to another portion. In addition to the Agreement commitment, Glacier shall also record an easement dedicating (1) a corridor as right-of-way for wildlife ingress and egress along the northern end of the South Canyon Phase VI and also (2) a setback along the Teton River for wildlife movement along the Teton River. The expertise of Idaho Fish & Game should be enlisted to recommend an appropriate width for both this corridor and the river setback as this question of appropriate separation distances for wildlife was not addressed in the applicant's Wildlife Habitat Overlay and Landscape Management Assessment. This easement shall be incorporated by reference on the 2013 Master Plan and also the 2013 Amended Development Agreement. To further protect wildlife movement, prohibitions against perimeter lot fencing and unleashed dogs should be included in both the CCR's as well as the Agreement commitment. [As discussed in previous meetings, the South Canyon development \(Phase VI\) represents the last opportunity for Glacier Bancorp to recover a portion of the financial losses they have incurred since 2009 with this project. Consequently they wish to keep options open as they eventually sell land this to a future owner.](#)

Phasing: Given the limited infrastructure associated with this phase (primarily roads and utilities), the current owners do not see much benefit to a phased construction plan. Also, fire



department recommendations and requirements will likely mandate the need for a loop road with two access points, which will thereby mandate the construction of the entire road system. In addition under the current regulations, all infrastructure must be completed and approved prior to filing of the plat. This will eliminate any concern that portions of the project will remain incomplete. The constructed roads should not have a major impact on any of the wildlife issues identified for this phase.

Wildlife Corridors: The 800 to 1200 foot migration corridor represents an increase from the previous design. Corridors of this width have been used successfully on projects in the Jackson area. Based upon discussions with wildlife consultant Hamilton Smith of Biota, there does not appear to be any significant benefit to increasing this width given the criteria for this project and fact that the areas of development will be located on lands already disturbed by agricultural activities. We will also review any comments or recommendations that Idaho Fish and Game have with regard to this corridor.

River Setback: The revised plan will maintain a minimum 150 foot building envelope setback along the Teton River. As noted in our responses to Teton County, a 150 foot setback has been used for all major rivers within Teton County Wyoming. We believe that this is a reasonable compromise that provides protection along the river while enabling landowners rights to their property. The actual structure set back will in most places be closer to 200 feet. We will also review additional comments from Idaho Fish and Game.

Covenant Restrictions: The current CC&Rs provide restrictions on dogs and fencing with an emphasis on wildlife protection. Most owners within the development also consider wildlife a priority and we believe will insure strong enforcement of these conditions.

4. **Roads:** County Road 9400W must be bonded for and improved to county gravel standards by Dec 31, 2014. River Rim is in agreement with this time frame and has modified the phasing plan to allow completion of the county road by this date. Based upon our dialog with the County, once the roads are to gravel standards, phasing restrictions on other portions of the project will be lifted, providing an added incentive for completion of the gravel roads.
5. **Commercial Uses in Division II:** As described in the April 25, 2013 Preliminary Staff Report by Angie Rutherford, all commercial uses outside of those directly related to the River Rim development (ie: sales office, management office, equipment storage) must be conditioned upon the completion of the golf course or parkway with only listed exceptions. The exceptions are: the existing sales office building along Highway 33 could be immediately converted to a hunting, recreation, or naturalist lodge (with dining hall and animal facilities) with no more than 10 units inside the existing building. The lodge would not be tied to the golf course, but any additional units for a lodge would need to be tied to the golf course or parkway. The allowed commercial uses in Block 1 have also been a subject of considerable discussion. The primary intent is to allow some flexibility but focus on uses that would benefit local residents of the River Rim PUD. Here is a list of uses that has been proposed to Teton County:

- Equestrian Facilities
- Fire Sub Station



- Existing Agricultural Buildings (Lot 7)
- Existing Residence (Lot 5)
- 16 Lodge Units (Lot 6, Lot 8)
- Other Allowable Uses- Lots 1-8
  - Cafe/coffee shop
  - Support retail shops
  - Support office uses
  - Self storage units
  - Office/shop units
  - Multi-purpose conference space
  - Recreational facilities
  
- Limitations- Other support commercial uses, “incidental uses,” such as a general store, gas pumps, car-wash, etc. will require specific approval by the Board of County Commission.
  
- Incidental commercial facilities would be subject to standard County Building Permit procedures and occupancy permit.

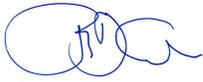
Also, the following language is being proposed to further define what would be allowed for the lodge facility. Again this would be

- The Applicant would reduce the previously approved 30 condominium units to 16 Lodge units, a reduction of 14 units.
  
- The 16 Lodge units would be used on Lot 8 (existing administration building) and Lot 6- contiguous lot.
  
- Lot 8 would allow for up to 10 of the Lodge units, some located (renovated) within the existing administrative building and others detached on vacant portions of the lot.
  
- Lot 6 would allow for the remainder Lodge units, not to exceed 16 total units on Lot 6 and Lot 8.
  
- Lot 8 would allow for Lodge dining and kitchen facilities.
  
- The Lodge facilities would be subject to standard County Building Permit application procedures and occupancy permits.
  
- The previously approved 30 condominium units which were subject to golf course completion would be eliminated in favor of the 16 Lodge units which would not be condominiums.

We look forward to continuing the dialog with your organization as overall we believe that we are not far apart on any of the conditions you have previously noted. Please let us know if you have any questions about these responses and comments.



Sincerely,



Robert T. Ablondi, P.E.

Cc: Don Chery  
Dan Green  
Mike Potter

