



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

Prepared June 27 for the July 9, 2013
Planning & Zoning Commission Public Hearing

This serves as an updated supplement to the previous staff report prepared for the May PZC public hearing. Details of the application can be found in that report.

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 150 lots in the PUD and an increase of 588 acres of open space. The amendment would make optional both the moving of County Road 9400 W and the building of the golf course.

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

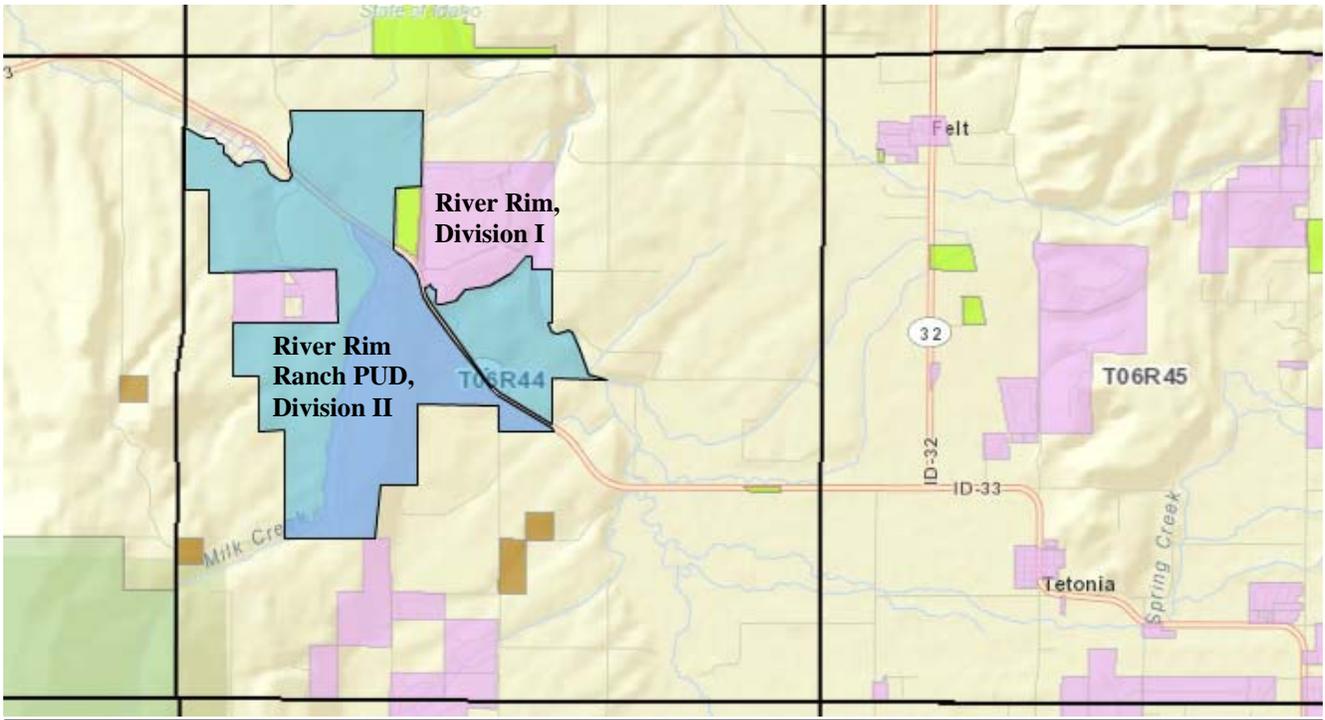


Figure 1: Vicinity Map of River Rim Ranch PUD

STAFF ANALYSIS

It is worth deliberation to address whether this application constitutes “Significant Change, Decrease Scale, Impacts” as defined by Teton County Title 9, Chapter 7: “Decrease Scale, Impact are changes that substantially decrease the scale or scope of the platted subdivision, and substantially decrease the direct or indirect impacts on the immediate neighborhood, general vicinity of the subdivision or overall community. Substantial changes may include a reduction in the number of lots or parcels.”

Staff has asked the applicant to address the following large issues. See Applicant response to planning comments to see specific questions and answers.

1. Address the concerns of the Division I owners.
2. Clarify the allowable uses in the commercial area of Division II, Phase I.
3. Clarify the allowable expansion of a proposed lodge in the existing Lots 6 & 8 of the commercial area of Division II, Phase I.
4. Clarify the process by which the tap fee for the next module of the waste water treatment facility would be collected and administered.
5. There were several issues with Division II, Phase VI that need to be addressed, most notably the impacts of the proposal on wildlife and the need for a buffer or increased corridor width as well as visual impacts of the added development. These issues need to be resolved.
6. The golf course reclamation timeline. It is staff’s recommendation that three summers without seeding is too long.

7. Address the issue of separation distances for access (i.e. driveways) off the County Road if it remains as the western portion of the Loop Road.
8. There were many issues with the Development Agreement. Many were reference errors and repeat issues from the general planning issues.
9. Staff asked that language indicate that if the golf course is built, a plat amendment would be required to return the golf amenity lots back to their original purpose.
10. Current code requires 125% of the engineer's cost estimate as contingency.

Staff recommends the following to address the above issues adequately:

1. Division I owners need to weigh in on the proposed HOA association structure.
2. The applicant has not changed the uses allowed by the development agreement for the village area. Other uses should only include uses incidental to the subdivision. Self-Storage Units/ Office Storage Units, Retail/Boutique and Antique Shops and a Café/Logo Shop do not fall into this category.
3. The applicant has not changed the proposal for Lots 6 and 8 of the commercial area. Commercial uses (Page 3-4 of the Development Agreement): The applicant is proposing "a maximum of 8 additional detached lodge units with no more than a total of 16 units between the Lodge Facility and detached lodge units." This implies that there could be 8 additional buildings to house the detached lodge units. The original approval stipulates no overnight lodging until a golf course is built. Staff recommends a limit of 16 units on the two lots and limiting the number of additional buildings allowed.
4. Division II, Phase VI: The applicant has supplied a visual impact analysis. Staff asks the PZC to review the analysis and make recommendations accordingly.
5. The applicant has not changed their proposal for the golf course area. Staff recommends the timeline for the golf course reclamation be moved up- seeding should happen next summer at the latest.
6. The access density off the proposed County Road needs to be resolved with the County Engineer.
7. The applicant is asking for a 10% contingency vs. 25% as required by Teton County Title 9-7-1-B-3-b-iv. "The applicant shall provide financial surety of 125% of a current engineer's cost estimate for infrastructure OR the development agreement shall require no lot sales in the improved amended plat until such time as infrastructure is complete or financial surety has been provided." The OR statement (no lots sold) does not apply because lots have already been sold in Phase I and it is the intent of the developer to sell the entire property. Staff recommends the contingency be set at 25% per the code.
8. Staff recommends the signatures of all phase owners need to be on the development agreement.
9. Fish and Game has commented on the proposal. They have concerns and have made recommendations for Phase VI. It is staff's recommendation that the recommendations offered by Fish and Game be conditions of approval:
 - a. Maintain as much of the migration corridor as possible to provide a buffer for migrating deer and elk and help minimize effects on migration.
 - b. Enhancing existing migration corridor habitats, particularly agriculture land, with native shrub, grass and tree species to help provide security cover and forage in the corridor.
 - c. Provide at least a 2,000 foot wide corridor that is properly planted, irrigated and monitored for vegetation survival.
 - d. Provide a minimum setback (e.g. 500 feet) on all buildings from the edge of the canyon where natural vegetation begins.
 - e. Plant native trees and shrubs to offer security cover and forage along canyon rim areas.

10. The applicant has supplied a statement on weed management. A typical weed management plan includes a provision to map problem weed areas and a specific plan for how to control each type of weed species that is present in that area. It is good to hear what River Rim has done to control the weeds, but a weed management plan would formalize a program and curb the spread of weeds to other properties. Staff recommends a more thorough weed management plan.

Division II Phase I Summary Table:

Phase	Block	Existing Units	Proposed Units	Difference
West Rim Village <i>Commercial</i> (Lots)	1	8	9	+1
West Rim Residential	2	8	8	-
	3	4	4	-
	4	22	22	-
	5	39	41	+2
	6	28	34	+6
	7	16	16	-
	8	12	12	-
	9	25	24	-1
	10	4	4	-
West Rim Cabin Units	Tract A	20	8	-12
East Golf Cabins	Tract B	24	10	-14
Chalet Lots	Tract C	62	62	-
Golf Village Chalets	Tract D	45	45	-
Golf Village	Tract E	0	12	+12
O&M Lot	Tract G	0	3	+3
Remainder Farm Tract	Tract I	0	1	+1
		309	307	-2

Staff Recommendation: PROPOSED CONDITIONS:

1. Letter from DEQ stating that it is okay to base wastewater pre-treatment system on actual flows vs. number of homes.
2. Final Plat show the elimination of Lot 7 Block 9.
3. The applicant needs to provide a more thorough weed management plan.
4. The golf course area shall be re-seeded by Summer of 2014.
5. The Letter of Credit be submitted for 125% of an engineer's cost estimate.
6. On page 13 of the Development Agreement, 32. (d) Roadway/Path Maintenance: add "or POA" so the line reads, "The Owner or POA will maintain all internal roadways."
7. On page 15 of the Development Agreement, 38 Adjacent Neighbor Provisions: add a period after property and strike the rest of the sentence so the line reads, "Owner agrees to maintain a 200' separation from all building envelopes to adjacent property."

8. All phase owners must sign the Development Agreement.
9. Only the lodge, existing structures and uses directly related to the River Rim development shall be allowed in the commercial area without a golf course.
10. Additional units for the proposed lodge shall not be in more than two buildings.
11. All engineer comments shall be addressed.
12. All fish and game comments shall be addressed.
13. [other conditions such as: Division I homeowners' approval, mitigations for visual impact in Phase VI]

Attachments:

Application Materials
Staff questions and Applicant Responses
Agency Comments
Public Comment