



# RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho

Rendezvous Project No: 05-003

April 23, 2013

Angie Rutherford  
Teton County Planning Administrator  
Teton County Courthouse  
150 Courthouse Drive - Room 107  
Driggs, ID 83422

RE: River Rim Significant Change Reduced Impact Amendment

Dear Angie:

The following information is submitted in response to comments and questions listed in your email message dated April 19, 2013.

- 1 It is confusing to go from sub phases to tracts and blocks. I would prefer it all in sub phases with the blocks in parenthesis: Phase 1A (Block 1, Lot 8)- or vice versa. Additionally, Exhibit A (not labeled as Exhibit A, but it should be) should somehow identify the sub phases as page 2 of the DA says it will. Please make the two naming systems mesh better. *Sorry for this confusion as these names and labels grew out of past discussions about creating phases for the completion of infrastructure as compared to the block and lot designations which are required for the plat. I believe the best option is to make sure that the phasing table (Exhibit B) correlates both phases and lot-block designations. We can also add some references to blocks and phases on Exhibit A to help clarify this also. The Exhibit A map was originally prepared for presentation purposes and does need some additional descriptions for use as the Exhibit that will accompany the development agreement.*
2. The Lodge: is it a lodge or is it condominiums? Please remove the word condominium unless you intend for each room to have separate ownership- which does not seem to be the intent of the potential buyer. Section 2 A (g) (ii) talks about 16 additional units in addition to the lodge. This is not what we discussed, but rather that the lodge itself would have 16 units. This whole section needs to be clarified: For example- the existing headquarters building will be converted to a lodge with 8 overnight units and a kitchen, dining room, and lobby. In addition to these 8 overnight units, 8 additional units may be built in two four-plex buildings. These buildings will have guest accommodations including sleeping and bathroom quarters only (i.e. no restaurant). Anyway, the proposed language for the lodge area is too loose and the implication is for a lodge plus 16 condominiums which isn't what we want. *We have corrected the language in most of the revised narrative to indicate "lodge units" rather than condominiums however there is some carryover from the earlier version. The intent is to allow for an 8 to 10 unit lodge (current administration building) with an additional 6 to 8 units in a separate building or*

*buildings for a total of 16 units that would be located on Lots 6 and 8 of Block 1. Additional clarifying language can be added to the development agreement to insure this is properly documented.*

3. You talk about putting the 21 units into Tract E in the event the golf course is built. What are “cluster units?” are these back to the cabin lots? *These units were a part of the original plan and could involve single or multi-unit buildings on portions of Tract E. See attached concept that was previously prepared for this property, showing these units on what would become Lots 1 through 6. The remaining commercial would be located on Lots 7 through 12. These units would only take place if a golf course was constructed.*
4. I do not see anything that will need to be done in 2014. The road that will act as 9400 W needs to be upgraded at least to County gravel standards by 2014. *We have talked internally about setting this date back to 2016, mostly because use on this road is so limited. However, it sounds like the County would prefer to have the county road portion upgraded by the end of 2014. This can be modified in the development agreement and phasing table.*
5. I understand that 578 units were originally approved, but only 558 are currently approved. *In all of our comparisons for this project, we have referenced the original plan approved in 2006-2008 which included 578 units. We have also mentioned in the narrative that the bank has completed several amendments since they took ownership in 2009 that have allowed the unit count to be reduced, including the elimination of 20 cabin units that was done with amendment # 3. We believe that this comparison is appropriate and that the bank as the current applicant should be given recognition for these changes, all of which have provided the groundwork for the reduction in units. There is no intent to go back to 578 units at this point in time however this has been the bench mark for comparison throughout this process.*
6. In the narrative under section C. it fails to mention that the majority of the golf course will be used as farmland. Seems like a large omission. *We did not mention the breakdown of land uses in our current narrative as the reclamation plan was still in progress at the time the narrative was prepared. As we discussed in our last meeting, the option to create more habitat area did not make practical sense in this location due to the surrounding higher density development associated with Phase I and potential for a future golf course. In this latest concept, it has been suggested that about 40 percent of the open space area be used as productive farmland for the reasons that it: 1) is suitable for this use as it was historically used in this manner, 2) is compatible with the farming of adjacent open space lands, and 3) puts the land to productive use. About 50% of the open space land would be native grasses as noted with the remainder as pathways and water features.*
7. Sections G and D of narrative- I am unclear if you are breaking the loop road into two- the part that will become the County Road which will be done (you suggest) in 2016 (I would like to see 2014) and the rest, which would be upgraded to gravel in 2016 but paved at 30 homes. Would the County Road only be paved with the rest or 2026 or would that be paved sooner? *The loop road would be divided into two portions as you have noted with the “county road” section on the west side and the private section on the east. As noted in No.4, we are open to completing the county road portion to a gravel surface by the end of*



*2014. In our plan, paving of the county road, like the rest of the project, would not be required until there were 30 homes with occupancy permits.*

8. Section E of the narrative- condominium is used. *See response to No. 2. The intent is for a lodge facility assuming no golf course is constructed.*
9. Development agreement: 2. A. 1. There are 340 approved units – I'm not super concerned about what was originally approved, we are changing what is currently approved. *As noted in Table 1 of the narrative, the 360 unit count is based upon the original development agreement and Master Plan Amendment #2, Instrument # 198983. As mentioned in the response to Item No. 5, the comparisons made are based upon the original approved plan.*
10. DA 2. A. 2(a) Tract A Phase I- there are, at present, 20 cabin units. And the additional open space that was added to tract Z-1 (I think ) was added during the last amendment. *This follows the same reasoning expressed in Item No. 5 and No. 9 in that the original plan was based upon the total 578 units, including 40 units on Tract A. Regardless, with this latest proposed amendment, Tract A will have 8 single family lots.*
11. DA2.A.2(g)(i), I think you need an “acres” in the first line. *Correct as the word “acres” is missing in this draft.*
12. DA 2.A.2.(g)(ii)- discussed- please be more clear about the lodge facility. *This would be the place to include the clarifying language discussed in comment No. 2.*
13. DA2.A.2.(h)- Tract I- seems like this should be called a “lot” if it is going to include a building site. *Tract I has already been platted. The intent here is to allow for one residence in addition to the farm operation already permitted mostly to provide housing for those running the farm. We would recommend that it remain as Tract I with only the allowed use modified for this purpose.*
14. DA2.B and C- We won't issue building permits (as previously discussed) until the infrastructure is in so (ii) should be eliminated. *This language was included in the event someone wanted to get a building permit on one of these lots prior to 2016. The utility stubs would need to be added even though all other facilities are available at this time. We do not see where it is detrimental to include this language and would only make it clear to future owners.*
15. All spots in DA where it talks about the “issuance of 30 building and occupancy permits for the lots..” Change to building permits only (or building or occupancy permits). *There does need to be a correction made to the Draft Development Agreement as it should say that paving is required when there are 30 “**occupancy**” permits. We believe that it makes more sense for there to be a tie to the actual number of occupancy permits as this is when there will be regular users of the road and impacts on the road.*
16. DA2.E.1. it needs to be clear where the pathway will be. I am understanding that the summer pathway will be via the subdivision road and the winter pathway will be via the easement. Please make clear so that public access is ensured. Last line should



probably be a “may” instead of “shall”. *There is no plan to build a pathway along the easement, however, with adequate snow cover, the easement can be used for winter time snowmobile or cross-country ski access. The location of the easement can be marked to allow for this use. At other times, the pathway would be along the road within the River Rim Subdivision. The roads along the west side of Division II Phase I were constructed to a wider width to allow for a future pathway that would be parallel to the road as a part of a wider pavement section.*

17. DA2.E. 5. And 2F- These should be tied together. If you are paving the inside loop, the turn lanes should be put in. *The road paving is based upon 30 occupancy permits, which even if fully occupied, will result in a relatively small traffic volume (120 to 250 trips per day) for a recreational second home development. This type of volume would not require the turning lanes onto highway 33. However, it may make some economic sense to build the turning lanes at the same time the roads within the development are paved, given the mobilization in place to pave roads. The preference is to give the future owner the option unless there is a need or requirement identified by the county or ITD.*
18. DA2.G- How is the fund going to be maintained. Tap fee money will be collected at the building permit phase- do you have a plan for how that will happen? *The plan is to establish an interest bearing escrow account that is reserved for the construction of a second wastewater module. This would be the responsibility of the future owners to administer as it would also be their responsibility to build the next phase of the wastewater treatment plant, since this could be 20 years or more into the future. The account would also require authorization from the county before any withdrawals are made. We can discuss the specifics of this plan in more detail as to where the account is held, how contributions are made and when funds can be withdrawn.*
19. DA2.I. Letters of credit will be released on a phase-by-phase basis (hence, the sub phasing). *The letter of credit estimate is itemized by phase (or sub-phase) so that partial releases would be possible as infrastructure is completed. There does however need to be a clear understanding of the release process to insure there is no confusion in the future.*
20. DA2.J. I would like to see all commercial uses, outside of those directly related to the subdivision and the lodge, subject to the completion of the gold course. So the property owners' Assn Operations/Barn/Equipment, and the property management office and the fire station could go, but all else would need the golf course to be built. Obviously, existing buildings could stay. *There should be a conversation about what types of non-residential uses would be allowed without the golf course, as intended in the original development agreement. In addition to the uses you mentioned, there is potential for items like small retail shops, local convenience services, office space, property management offices, and other miscellaneous services that may make sense even if there is no golf course constructed -- particularly as additional homes are constructed in the development.*
21. DA3.8. All final plats must be approved by the BOCC (not just the planning administrator). It also needs to be clear throughout that any amendments are made to the most recent recorded documents (the originally recorded document really doesn't



matter any more). *The draft final plat document has signature lines for the planning and zoning commission as well as the board of county commissioners as this most recent amendment, (Amendment No. 5) will not be an administrative process as were the previous four amendments.*

22. DA3.11. Division I is irrelevant to this project. *Division I was mentioned as there are certain amenities and benefits that are shared by both Division I and Division II which Section 11 discusses.*
23. DA.3.12. Phases II – VI may be completed in any order, but may only start improvements (or be platted) after Phase I is complete. *Based upon the proposed plan to delay paving until there are 30 occupied homes, we believe that this requirement that limits the start of future phases until after the completion of Phase I should be revisited. We would suggest that as long as the future infrastructure for Phase I was covered by a letter of credit, that there should be no concern to the county to allow other phases to move forward. The county road would be completed to a gravel surface by the end of 2014 (as discussed in items No. 4 and No.7) and after which there would be no other infrastructure component that would affect development in the future phases.*
24. DA 3.14. this voluntary impact fee would need to be in addition to the impact fee a homeowner will pay at the time of building permit. *As you may be aware, River Rim has already voluntarily contributed a total of \$358,000 for the originally listed 358 lots in the Development Agreement for Phase I of Division II. Therefore with the change to 322 units with this amendment, there is a net credit of \$36,000 of voluntary impact fee that can be applied to 36 future lots in Phase VI. All future units would also be required to pay the county impact fee in effect at the time they build as you have noted.*
25. DA3.18- again, it needs to be clear that any amendments happen to the most recent approval. *We have attempted to make it clear that the new Amendment No. 5 would become the basis for future changes relative to Phase I. For Phases II through VI, a final plat would be required. If the future phases do not comply with the master plan and development agreement, these properties would be subject to the county rules in effect at the time.*
26. In your table, you talk about 22 “units transferred from Norman Ranch.” What are these. I don’t see them on the original approved plan in Phase II (I am assuming this is the Norman Ranch Phase). Were they also “floaters?” I see that there were 45 units approved in Phase II, you have 43. Also, I see 22 “reserved units” on the original plat- I consider these the floaters, but it seems like there are 28 additional floaters too. Anyway, I’m confused by the numbers. *As noted in the table, the original approved plan for the Norman Ranch Estates also included cluster cabin sites similar to what was shown for Tract A of Phase I. They were modified to single family lots when Amendment No. 2 was completed. You will see the cabins if you look at Instrument #180225 where a total of 67 units were planned for the Western Highlands area. The number then became 45 when a revision was prepared for Instrument # 198983. This number became 43 when 2 of the units were shifted to Block 10 of Phase I. The units were maintained as a part of the project even after the changes were made. They are listed separately from the 28 flexible*



*units which were allowed in the original development agreement based upon 5% of 550 permitted units.*

Let us know if you have any further questions or need additional information as you complete your review of the amendment and supplemental information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Ablondi', enclosed in a light blue rectangular box.

Robert T. Ablondi, P.E.

Cc: Don Chery  
Mike Potter  
Dan Green

Attachments: Tract E Schematic



