

From: Angie Rutherford
Sent: Monday, April 22, 2013 7:39 PM
To: Herb Heimerl
Cc: Kathy Spitzer; Jay Mazalewski; Wendy Danielson; Randy Blough
Subject: Canyon Creek Development Agreement

Herb,

Some initial comments on the Canyon Creek amended development agreement:

1. Is it implied that the sections/articles that are missing from this document are remaining the same from the previous DA? I think it would be best to include them in this documents and basically start over with a completely new DA. If they are not and this is the new document and we are "replacing" the old one with this one, then number sequentially.
2. Article I, Section 3- Phase completion dates: get rid of estimated completion dates. Those need to be hard dates.
3. Still section 3 (I do not see a Section 4) Extensions won't be allowed for "factors beyond the control of the developer" if they are economic in nature.
4. Section 5, Final Plat approval- the letter of credit must be in the control of the County prior to construction of infrastructure (the cost estimate doesn't do us much good, we want the money based on the up-to-date cost estimate).
5. Article III, Section 1- Future phases must be approved by the BOCC, not the planning administrator.
6. Section 3- again, no estimated dates- hard dates for future phases.
7. Article IV, Section 2- No **Building Permits or** Certificates of Occupancy shall be issued in a specific phase prior to the completion of public improvements of such phase.
8. Section 6- Street signs shall comply with Title 13. (I think that we want road signs reflective).
9. Article V- What open space? All the lots in unplatted phases? Please state that and have a management plan/statement of management responsibility for all unplatted phases and unsold lots.
10. Article VII, Section 1- it's the county's *obligation* to enter the property?
11. Section 2- this seems pretty demanding of our County Engineer. Any inspection not completed within 7 days constitutes an approval and the County shall give "immediate" written notice of findings of the inspection? At least 14 days to do the inspection and immediate implies same-day which is not practical.
12. Article VIII- Cash Deposit- we will not release any part of a cash deposit (or any surety) for any part of infrastructure improvements until the entire line-item is complete and we will not release the contingency until the entire phase is complete and county has approved and the warrantee period is finished. Same with section 3- no release if a "section" of the subdivision is complete- only a complete phase.
13. Section 4- In the event that the developer fails to cure the default as specified above, the developer... County's option, to notify the Developer by Certified Mail, RRR, that the County intends **to vacate the subdivision** or complete the construction of the improvements. **If, at its sole discretion, the County chooses to complete the construction of the improvements, the County shall...**
14. Article IX, Section 1- you might have guessed I wasn't going to like this. Firm dates. Period. Unless formally amended via process in place at the time of amendment or extension request.
15. Section 7- the Courthouse address is 150 Courthouse Drive, Room 107
16. Section 12- only Kelly Park Signature Line (one park. Kelly Park, Chair, Board of County Commissioners)
17. Why are the sections after the signature lines not included in Article IX- Miscellaneous?
18. 1. Open Space Areas- again, what open space areas- but there should be a provision somewhere that until lots are sold, the developer will be responsible for maintaining the property free from all noxious weeds, fire hazards etc.
19. 2. I need fire protection improvement plans.
20. 3 Environmental considerations. Please send a copy of water quality monitoring plan and DEQ approval when received.
21. 4- on site security? More details please.

Like I said, this is an initial review of the development agreement. Kathy and Jay have not yet reviewed the documents. I'm still waiting on a response from my email last week. Fire protection, as I see it is a pond- I need more details please. You are scheduled for May meeting so please get me responses to this and the previous email asap as I need to post a staff report by Thursday.

Thanks,
Angie

Angie Rutherford
Planning Administrator
Teton County, Idaho