

Teton County Idaho Commissioners' Meeting Agenda
Monday February 22, 2016 9:00 am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

9:00 MEETING CALL TO ORDER – Bill Leake, Chair
Amendments to Agenda

BOARD OF EQUALIZATION *(only if necessary)*

PUBLIC WORKS – Darryl Johnson

1. Solid Waste – Saul Varela, Supervisor
 - a. Quarterly Meeting with RAD, Solid Waste & Recycle Collection Provider
 - b. ID Solid Waste Association Spring Training Event
2. Road & Bridge – Clay Smith, Supervisor
 - a. Public Works Responsibilities Regarding Teton County Pathways Ordinance
3. Engineering
 - a. Road Report Proposed Agenda for Work Session on March 21st
4. Facilities

9:30 OPEN MIC *(if no speakers, go to next agenda items)*

10:00 AFFORDABLE HOUSING PATH FORWARD

1. RFP Housing Program Work Plan Discussion with Mayors from Victor, Driggs, and Tetonia

11:00 AMBULANCE SERVICE DISTRICT

1. Request for Information from TVHC
2. Communication Between ASD, TVHC, and the Fire District
3. ASD Agreement with Wyoming
4. Ambulance Quarterly Report

TETON VALLEY HEALTH CARE

1. Hospital Lease Quarterly Report

PLANNING AND BUILDING – Jason Boal

1. Building Update
 - a. Building Permit Fee Waiver Teton County School District
2. Parcel Counts
 - a. RFP/Scope of Work for Parcel Research Work
 - b. Unbuildable Parcels Issues
3. Code Enforcement
 - a. Current Issues Update
4. Draft Code Update
 - a. Comp Plan Policy-Code Analysis
 - b. Density Allocation Recommendation
5. Noxious Weeds Plan for 2016

ADMINISTRATIVE BUSINESS *(will be dealt with as time permits)*

1. Approve Available Minutes
2. Other Business
 - a. Misdemeanor Probation
 - b. Senate Bill 1205
 - c. 4th of July Support to City of Driggs
 - d. Review, Modify & Approve FY2017 Budget Preparation Schedule
 - e. Performance Evaluations for BoCC Staff
 - f. Communications Update
3. Committee Reports
4. Claims
5. Executive Session as Needed per IC74-206(1)

ADJOURNMENT

Upcoming Meetings

March 14 9:00 am Regular BoCC Meeting
March 21 9:00 am 2016 Roads Work Session

March 28 9:00 am Regular BoCC Meeting
March 28 6:30 pm Town Hall Meeting

April 11 9:00 am Regular BoCC Meeting
April 12 5:00 pm PZC and BoCC Meeting



WK: 208-354-0245
djohnson@co.teton.id.us

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

February 18, 2016

TO: Board of County Commissioners
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS
SUBJECT: Public Works Update

The following items are for your review and discussion at the February 22, 2016 BoCC Meeting.

SOLID WASTE

2/22/16, 3:00 – Quarterly meeting with RAD, Solid Waste & Recycle Collection Provider.

Idaho Solid Waste Association Spring Training Event – Forsgren Associates has asked Teton County to co-present the Landfill Evapotranspiration (ET) Cap Project. Saul and I will be presenting with FA. The conference is in Boise on March 16 & 17.

ACTION ITEM – Motion to approve for the Public Works Director to travel overnight and present at the Idaho Solid Waste Association 2016 Spring Training Event

ROAD & BRIDGE

Teton County Pathways Ordinance – The Board recently adopted an ordinance to regulate use of non-motorized pathways. I would like to discuss the responsibilities of the Public Works Department relating to this new ordinance.

ENGINEERING

March 21, 9:00 a.m. – 2016 Road Report to BoCC. Proposed agenda to include:

- Review of County Road Type & Classification
- Pay Map & Financial Reporting
- Long Range Planning Documents
- Road & Bridge Revenues
- Road & Bridge Budget
- Design Standards
- Maintenance
- Snow Plowing Criteria
- Speed Limits
- Farm to Market Considerations
- Future Needs
- 2016/2017 Design Projects (this will include Packsaddle Road analysis)
- 2016 Transportation Improvement Plan

FACILITIES

DRAFT Request for Proposals

Housing Program Work Plan

for Teton County, Idaho

Purpose

Teton County, Idaho is seeking a professional consultant to provide technical recommendations for the development of housing programs to address the needs of Teton County's workforce. The product put forth by the consultant will function as a work plan for implementing the recommendations from the Teton County, Idaho section of the 2014 [Western Greater Yellowstone Housing Needs Assessment \(HNA\)](#). Specifically, the consultant will identify the entities most capable of implementation, a timeline for implementation, and potential funding sources for housing programs. In addition, the consultant will make recommendations for a housing authority, specifically the authority's structure, roles, responsibilities, and timeframe for establishment.

Background

Teton County, Idaho is a community of 10,500 located within the Jackson Micropolitan Statistical Area (as defined by the U.S. Census Bureau). In 2008, a Housing Authority Commission was created to address an increasing lack of workforce housing caused by resort and second home development. The Commission disbanded in 2010 in response to perceived affordability caused by a massive depreciation of the local real estate market.

Housing prices in Teton County are on the rebound, and the 2014 HNA confirmed an increasingly limited supply of workforce housing. In response, the HNA recommended the following:

1. Re-Establish a Housing Authority – An organization is needed to take the lead on housing projects and programs by providing the time and expertise needed to plan, design and implement the strategies listed below. Responsibilities could include:
 - a. Assisting the three towns and Teton County to enact code changes for affordable housing and to implement existing code provisions with modifications as necessary, including timing requirements for the provision of affordable units;
 - b. Working with economic development groups so that adequate housing is available for the workforce;
 - c. Serving as a resource for entry-level ownership by providing homebuyer and credit counseling and information on down payment assistance and mortgage alternatives;
 - d. Creating public/private partnerships for development of housing; and
 - e. Coordinating with other housing initiatives in the region.

2. Encourage Accessory Units – Provide incentives such as tap and impact fee waivers/reductions for accessory dwelling units that are deed restricted as long-term rental units. The incentives could be limited to units within towns or within a specified number of miles from one of the towns.
3. Enact Fee Waivers or Reduction for Affordable Housing units – Sewer and water hookup fees in Driggs and Victor represent a combined cost of nearly \$10,000, which significantly affects the costs to develop workforce housing. The elimination and/or reduction of these fees could be an effective incentive for private, non-profit and public sector developers to produce workforce housing. A deed restriction or other title instrument could be used to ensure long-term affordability in exchange for waived/reduced fees.
4. Develop Entry Level Homeownership Opportunities – The market is only providing a limited number of homes for sale at prices affordable for low through middle income households. Financial resources possibility including Grand Targhee RETA revenues and Idaho Housing and Finance Assistance should be focused on development of units priced below \$250,000 rather than shared equity/down payment assistance since there are too few units now available at this price. Fueling demand by making more buyers potentially eligible when there is insufficient supply would result in further price escalation among lower-priced homes.
5. Work with Habitat for Humanity – The Idaho Falls affiliate of Habitat for Humanity received a \$1.4 million gift from the estate of an Ashton-area farm family for use in the region. While Teton County is the lowest of the four-county priorities specified by the donor, within a few years the agency should be active in the area. Habitat’s work in Teton County could potentially be expedited by efforts to engage the community and organize contributions of volunteer labor.
6. Pursue Self Help Housing – Funding from USDA’s Office of Rural Development should be pursued for a sweat equity approach to affordable ownership where families and their friends are responsible for much of the construction of their homes.
7. Develop Apartments – Rental occupancy levels and rents in combination with the needs analysis indicate additional rental units should now be developed for low income households. Low Income Housing Tax Credits are likely the best source of financing for private developers, public agencies or public/private partnerships. The project should be sized to take into consideration future job growth in addition to the number of rental units now needed.
8. Adopt Model Development Code – A code being developed for Teton County, ID through funding provided by the Western Greater Yellowstone Consortium could encourage more affordable housing through smaller lot sizes, greater flexibility for mixed uses, zones for live/work, and accessory units in light industrial areas.
9. Create a Housing Rehabilitation Program and Expand Weatherization Program -- Efforts are needed to improve the condition of older, existing homes and to increase housing affordability by reducing utility costs. Federal funding is available for low income households. Working with utility companies, helping households obtain credits for solar and wind power, and providing technical assistance for home improvements (cost vs value received, pay back analysis, etc.) could help all income levels.

10. Concentrate Affordable Housing in Appropriate, Sustainable Areas – Through a combination of tools, residential development should be shifted to higher density areas within the towns to make construction and livability more affordable. Approaches include:
- a. Create Transferable Development Rights (TDR's) so that units could be shifted from rural platted but undeveloped subdivisions into developing in or near town subdivisions, a tool that probably has limited applicability;
 - b. Promote Walkability – Ability to access employment, shopping, and services through walking and biking will require less income to be directed toward transportation costs. Future workforce housing should be located in walkable areas with pedestrian friendly design of developments.
 - c. Provide Access to Transit Service – Commuting and location preference data indicate that a significant share of the population will continue to commute to Teton County, WY for work. Locating development near transit stops and increasing transit frequency/ duration will provide commute options for residents and help reduce the impact that commute costs have on housing affordability in Teton County, ID

The cities of Driggs and Victor and Teton County have adopted or are in the process of adopting Recommendations 2 and 8. Recommendation 10 is being implemented through a variety of community efforts. In order to implement the other recommendations, Teton County is seeking technical assistance in crafting a work plan. This will allow the county to begin capacity building for housing programs, including the possible formation of an independent housing authority.

Scope of Work and Services

Task 1 - Review past Teton County Housing Authority Work. The currently disbanded Teton County Housing Authority did a substantial amount of work and fundraising that should be integrated with current and future efforts. The consultant will review the plans, documents, and budget associated with the Teton County Housing Authority and interview the former Executive Director and Commissioners. Information and materials will be made available by the Teton County Planning Administrator and County Clerk.

Task 2 - Stakeholder Interviews. The consultant will conduct interviews of state, county, and city officials and/or staff, local employers, employees, housing nonprofits, realtors, lenders, and/or developers to identify specific needs, challenges, resources, and opportunities to implement the recommendations of the HNA. Interviews should be focused on HNA recommendations including zoning code changes, desired timeframe/metrics for development of workforce units, entry-level homeownership opportunities, coordination of other housing efforts in the region, tax credits, apartment development, housing rehabilitation and weatherization programs, and public private partnerships opportunities such as land banking, private philanthropy, collaborative

housing development, etc. Interviews will be arranged by Teton County, City of Driggs, and City of Victor planning staffs in coordination with the consultant.

Task 3 - Technical recommendations.

- **Program Development.** The consultant will recommend how to leverage the Teton County community's public and private resources to carry out the implementation tasks put forth in the HNA. These recommendations should specifically address the entit(ies) best suited to carry out the development of each program, timeframe for development, and the resources necessary for development - including potential funding sources. The specific programs to address are as follows:
 - Continuous inventory/monitoring of available workforce housing units (market and deed-restricted) in the community
 - Monitoring and technical assistance for planning and zoning matters affecting workforce housing (including fee waivers & deed restriction programs)
 - Working with business and economic development groups to plan for current and future housing needs and ensure housing does not become an impediment to economic development.
 - Serving as a resource for entry-level homeownership by providing homebuyer and credit counseling and information on down payment assistance and mortgage alternatives
 - Coordination with other housing initiatives in the state and region (including but not limited to Idaho Housing and Finance Association and Teton County, Wyoming Housing Authority)
 - Provision of self-help housing funding from USDA Office of Rural Development and other sources
 - Apartment Development, including Low Income Housing Tax Credit (LIHTC) Projects.
 - Housing Rehabilitation and Weatherization.
 - Pursuit of public-private partnerships for land banking and/or housing development.

- **Housing Authority Structure.** The consultant will make a recommendation for a housing authority, housing staff, and/or collaborations to carry out housing programs. In the event the consultant recommends the creation of a statutory housing authority, said recommendation will reflect the housing authority's role in the

aforementioned housing programs. The specific questions to be addressed are as follows:

- Independent county-level Housing Authority (pursuant to I.C. §31-42), independent city-level Housing Authority (pursuant to I.C. § 50-19) or joint Housing Authority comprised of members of each jurisdiction. The County Prosecutor will provide legal counsel to the consultant in the formulation of housing authority structure.
 - Number of Housing Authority Commissioners and appointment process and terms
 - Key qualifications of Housing Authority Commissioners
 - Primary role, responsibilities, and decision making authority of the Housing Authority Commission
 - Primary role, responsibilities, and decision-making authority of the city and county planning staffs or other paid employees
 - Primary role, responsibilities, and decision-making authority of the city and county elected officials.
 - What tools and resources Idaho Housing and Finance Association provides to communities with and without Housing Authorities
 - Sample Intergovernmental Agreement if a joint Housing Authority structure is recommended (to be drafted in collaboration with the County Prosecutor).
 - A basic draft budget (income and expenses) for the first 2 years of operation
- **Future Research Needed.** The consultant will identify research outside the scope of this study necessary for mid or long-term program development.

Task 4 - Develop Timeline of Implementation. The Consultant will develop a timeline for the implementation of the housing programs identified in Task 2. The purpose of this timeline is to allow for the immediate implementation of less resource-intensive programs and to allow for the necessary capacity-building for more resource-intensive programs in the mid and long-term. The recommendation for housing authority structure should also be incorporated into the timeline.

Available Resources

- 2014 Western Greater Yellowstone Housing Needs Assessment
- 2014 Western Greater Yellowstone Analysis of Impediments to Fair Housing Choice

- 2012 Teton County Comprehensive Plan
- 2007 Teton County Housing Needs Assessment

Necessary Qualifications

- Familiarity with enabling legislation for housing authorities in Idaho
- Familiarity with 2014 Western Greater Yellowstone Housing Needs Assessment and Analysis of Impediments to Fair Housing Choice
- Demonstrated experience and expertise in government, nonprofit, and/or private housing initiatives
- Demonstrated experience and expertise in housing issues in Rocky Mountain resort communities
- Familiarity with Teton County and the Teton Valley community

Estimated Cost of Services

The total project budget is \$5000. The consultant should provide a detailed breakdown of services by tasks with hours, personnel, and total not-to-exceed cost of services.

Proposal Content

Proposals submitted shall include the following information:

1. **Understanding.** Consultant's understanding of project scope, required services, and work product.
2. **Consultant Qualifications.** Company profile, qualifications of specific individuals working on the project, individuals' roles and responsibilities, fees for services, examples of similar completed work and client references.
3. **Timeframe.** Overall project timeframe, including start date, deadlines by task, production of client and consultant deliverables. Recommended timeframe is 60 days.
4. **Conditions and Exceptions.** Specific conditions and/or performance exceptions necessary for project execution.

Award of Contract

1. **The County shall select a consultant based upon the following criteria:**
 - a. Demonstrated understanding of project scope and scope of consultant services.

- b. Housing experience in similar communities
 - c. Client references
 - d. Ability to work within recommended timeframe
- 2. Proposal Delivery.** Proposals must be emailed in pdf format to the Holly Wolgamott, Executive Assistant to the Teton County Board of Commissioners, by 11:00 PM, Wednesday, March 2, 2016. hwolgamott@co.teton.id.us. The county reserves the right to reject any and all proposals. After review of proposals, the county may select one or more respondents to negotiate terms of contract.



Board of County Commissioners

February 22, 2016

Teton Valley Health Care Board of Directors
Attention: Keith Gnagey
120 E. Howard
Driggs, ID 83422

Dear Teton Valley Health Care Board of Directors:

The Teton County Ambulance Service District (ASD) board (Teton County Commissioners) is interested in researching current and future options for providing 24-7 emergency ambulance services for the citizens of Teton County. Given the funding shortfall that Teton Valley Health Care (TVHC) brought to our attention last summer and the current mill levy cap for ASDs in Idaho, the Teton County ASD board will be revisiting the current contract with TVHC.

We sincerely appreciate that TVHC absorbed over \$140,000 of expenses for FY 2016. This does not appear to be a long term solution, especially since costs associated with ambulance replacement are not currently included in the budget projections. Our current contract with Teton Valley Health Care expires on October 2, 2019 and can be cancelled anytime with 180 days' notice.

The ASD board's goal is to have a solution and clear budget projections for at least the next three years before we endorse the current contract with TVHC or sign a new contract with the Fire Protection District. We hope to have a decision by July 1, 2016 so that we can effectively budget for FY 2017 and beyond. If a contract cancellation is necessary, it will not go into effect until sometime after December 28, 2016 (180 day notice as of July 1, 2016).

In the meantime, the ASD board plans to operate under the current contract with TVHC, including honoring your agreement with the Teton County Fire Protection District (TCFPD) to cooperatively provide professionally staffed 24-7 emergency ambulance services for the citizens of Teton County. Although both entities have qualified staff and the cooperative agreement appears to work well on the ground, we are not convinced that it is the best long term solution, especially given the funding shortfall and current tension between hospital and fire district leadership.

In an effort to look into all the options, the Teton County ASD board requested a proposal from TCFPD to cover all of the emergency ambulance services on their own. We received this proposal on January 25, 2016. The board would like to give TVHC an opportunity to answer questions about our current contract and future potential options for ambulance services, including the TCFPD's proposal. If you are interested, we would also welcome a proposal from TVHC to cover all of the emergency ambulance services on your own.

Because it is the Teton County ASD board's intention to gather as much information as possible in order to make an informed and fiscally responsible decision for the future of emergency ambulance services in our county, we respectfully request a formal response to the following questions by March 11, 2016:

1. Is the funding shortfall that was absorbed by TVHC in FY 2016 something we can expect will continue? If so, how does the TVHC propose we meet this shortfall?
2. How does TVHC propose to provide clinical experience and measure quality of care for all ambulance service providers/staff under the current contract scenario? Are there additional costs associated with this training and assessment?
3. Do you view emergency ambulance services as a critical function of the hospital in terms of the overall health care system in our community and why? Please describe how this might change if TCFPD took over ambulance services.
4. Describe the financial impacts to TVHC if the hospital no longer received ASD revenue for providing emergency ambulance services. Are there other potential fiscal impacts to the hospital if TCFPD took over all emergency ambulance services in the county?
5. How does the hospital's status with insurance companies and Medicare/Medicaid impact billing and reimbursement for emergency ambulance services? Will TCFPD be able to bill and collect comparable payments? Why or why not?
6. How might ambulance service payments from users and insurance companies be impacted by proposed changes to the state and national health care/health insurance systems (i.e. will ambulance service revenue/reimbursement likely go up or down)?
7. Please outline any other advantages or disadvantages of the current contract that Teton County ASD has with TVHC for providing emergency ambulance services.
8. Would TVHC be able to staff and maintain all the ambulances if TCFPD did not provide the Victor ambulance or secondary ambulances in Driggs? How would this impact the current or future ASD budget?
9. What does TVHC think is the best scenario for ambulance service in FY 2017 and beyond? Please include a rough budget for this scenario.
10. What is the regulatory basis for TVHC moving towards a pay for outcomes system versus fee for services?

Please feel free to contact us to clarify any of these questions. We would like to have your written response by March 11 so that we have time to review it prior to the Ambulance Service District meeting on March 14.

Sincerely,
Ambulance Service District Board (Teton County Commissioners)

Bill Leake
Ambulance Service District Board Member

Kelly Park
Ambulance Service District Board Member

Cindy Riegel
Ambulance Service District Board Member

February 4, 2016

Teton County Idaho Board of Commissioners
Commissioners of the Ambulance Service District
150 Courthouse Drive
Driggs, ID 83422

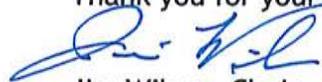
Attention: Bill Leake, Chair

In response to the Teton County Fire Protection District *Proposal for Emergency Medical Services* presented to your Board on January 25, 2016, the Alta Solid Waste District Board wants to express our concerns about ambulance service into Alta, Wyoming, from Idaho. In December Andy Gienapp, EMS manager for the Wyoming Office of EMS notified Kathy Spitzer, Teton County Idaho Prosecuting Attorney, that the MOU under which this agreement was established violated Wyoming law. Ms. Spitzer requested a one-year waiver of the education requirements under Wyoming law "to enable Teton County Wyoming and Teton Valley Health Care to work out the details of licensure..." The Alta Advisory Board was notified by Ms. Spitzer's office in December that ambulance service to Alta may be in jeopardy. In that e-mail, directed to Mr. Gienapp, Wyoming EMS Director, she noted that Teton Valley Health Care has a Wyoming Ambulance Business License and that two of their staff members are licensed to provide care in Wyoming. She requested a one-year waiver at that time.

The concern of the Alta Solid Waste District Board is that service into Wyoming is already on a "tentative agreement" with the State of Wyoming. The Teton Valley Ambulance Service has taken the initiative to cooperate with Wyoming by obtaining a Wyoming business license, by having individual EMTs seek Wyoming certification on their own time, and by reporting monthly runs into Wyoming to the Wyoming Ambulance Trip Reporting System (WATRS). Mr. Gienapp, Wyoming EMS manager, reports his records show timely reports from the Teton Valley Health Care Ambulance Service but no reports from the Teton County Fire Prevention District (TCFPD), even though TCFPD has run ambulances into Wyoming multiple times during the reporting period and has obtained a Wyoming business license. In the proposal made to the Teton County Idaho Commissioners on January 25, 2016, Fire indicates they are reporting to the Idaho PERCS database, but they do not mention Wyoming's WATRS database.

The Alta Advisory Board is concerned with contractor changes during this time because the issues surrounding ambulance service between Idaho and Wyoming are ironed out at the state level. EMS response for residents of Teton County, Idaho, for residents of Alta, WY, and for the guests/employees at Grand Targhee are geographically linked. We all want to continue getting the best service with eyes open and consider the total delivery of health care for the region, rather than being only concerned with the bottom line.

Thank you for your consideration on this matter.



Jim Wilson, Chair
Alta Advisory Board
Alta Solid Waste District Board

Cc: Teton County Wyoming Board of Commissioners
Andy Gienapp, Wyoming EMS Manager

**AMBULANCE SERVICE PARTNERSHIP AGREEMENT FOR THE
COORDINATED AND COOPERATIVE PROVISION OF
AMBULANCE SERVICES IN TETON COUNTY**

Establishing the Teton County Ambulance System (TCAS)

This Partnership Agreement (the "Agreement") is entered into by and between the Teton County Fire Protection District and Teton Valley Health Care, Inc., and is effective as of the last date of execution of this Agreement.

RECITALS; PURPOSES; AUTHORITY

Purpose. The Purpose of this Agreement is to continue the Teton County Ambulance System (the "System") authorized to operate and manage the joint, coordinated, and unified provision and maintenance of pre-hospital, emergency and non-emergency medical services, including medical transport, within all Teton County, Idaho in order to provide certainty, consistency and economy in delivery of EMS services.

1. The Teton County Ambulance Service District Board of Commissioners, in its capacity as the governing board of the Teton County Ambulance service pursuant to Chapter 39, Title 31, Idaho Code, provides emergency medical services in Teton County.
2. The governing boards of the Parties have determined that it is in the best interests of each Party and their taxpayers and for the persons residing and found within their respective boundaries, to create the System.

Now, for and in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant and agree as follows:

1. DEFINITIONS

When used herein, the following words shall have the attendant meaning:

- 1.1. "Teton County Ambulance System" means the Teton County Ambulance System as herein created and may sometimes be referred to as the "System" or "TCAS."
- 1.2. "Ambulance" means any Ambulance Service District (ASD) owned motor vehicle authorized to provide service in the System, used for, or intended to be used for, the transportation of sick or injured persons who may need medical attention during transport. This may include dual or multipurpose vehicles.
- 1.3. "Ambulance Service" means an agency, licensed to operate within the System, with the intent to provide personnel and equipment for medical treatment at an emergency scene, during transportation or during transfer of persons experiencing physiological or psychological illness or injury who may need medical attention during transport.
- 1.4. "Default" means any violation, failure to perform, or breach of any covenant, agreement, term

or condition of this Agreement.

- 1.5. "Emergency Medical Services" or "EMS" means the system utilized in responding to a perceived individual need for immediate care in order to prevent loss of life or aggravation of physiological or psychological illness or injury.
- 1.6. "Inclusive Area Party Agencies" means public and private agencies that are Parties to this Agreement whose boundaries are within Teton County, state of Idaho.
- 1.7. "Non-transport Service" means an agency with associated apparatus and personnel licensed to operate within the System, operated with the intent to provide personnel or equipment for medical stabilization at an emergency scene, but not intended to be the service that will actually transport sick or injured persons
- 1.8. "Parties" means Teton County Fire Protection District (TCFD) and Teton Valley Hospital, Inc. that have executed this agreement.
- 1.9. "System Area" means all of Teton County, Idaho and that part of Alta, Grand Targhee Resort and surrounding Wyoming that is landlocked and only accessible from Idaho that is readily available for Ambulance Service.
 - 1.9.1. The "System Area" may be modified, upon consent of all Parties, to include area within an adjoining county;

2. THE TETON COUNTY EMS SYSTEM (SYSTEM)

- 2.1. **Continuation of the System.** There is hereby continued the Teton County Ambulance System. The System shall be created for the express purpose of providing for provision, operation, and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, within the System Area. The System shall exist as a joint exercise of the authority to provide Ambulance services by all the Parties to this Agreement. The System shall establish standards and provide for the coordinated management, provision and maintenance of pre-hospital, emergency, and non-emergency medical services, including medical transport, within the System Area.
- 2.2. **Scope of Services and Operation.** The System shall coordinate the provision, operation and maintenance of pre-hospital, emergency, and non-emergency medical services, including medical transport, within the System Area. The Parties shall respond to 9-1-1 and other calls necessitating the services of the System within the System Area. By this Agreement, the Parties agree to cooperatively exercise their respective powers within the System Area in a manner consistent with this Agreement.

3. PARTIES, DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION

- 3.1. **Parties to this Agreement.** The Parties to this Agreement are the Teton County Fire Protection District, and Teton Valley Health Care, Inc. Each Party intends to and does by this Agreement contract with each other Party and any other Agencies as may later be added. Additional Parties may be added by resolution and amendment of this Agreement.
- 3.2. **Duration/Annual Renewal.** This Agreement shall continue in force and effect from October 1, 2015 through September 30, 2016. Thereafter this Agreement may be renewed for successive one (1) year terms. Renewal terms shall be effective from October 1 through September 30 of each successive calendar year. A Party may renew this Agreement by providing written notice to all other Parties.
- 3.3. **Amendment.** This Agreement may be amended only by written agreement of the Parties.
- 3.4. **Withdrawal.**

- 3.4.1. No Party shall withdraw from this Agreement unless it demonstrates one or more of the following circumstances:
 - 3.4.1.1. The withdrawing Party is insolvent or otherwise financially unable to carry out its obligations under this Agreement;
 - 3.4.1.2. A court has determined that it is unlawful for the Party to continue to perform under or be Party to this Agreement;
 - 3.4.1.3. A material breach of any term of this Agreement has occurred; or
 - 3.4.1.4. Two or more Parties, after signing, consolidate services and wish to combine their representation under this Agreement as part of said consolidation.
 - 3.4.2. Notice of withdrawal must be provided to the Parties no less than sixty (60) days before the effective date of withdrawal. However, a withdrawal shall not be effective if the condition or conditions giving rise to the withdrawal are cured to the reasonable satisfaction of the withdrawing Party within sixty (60) days after the date of notice of withdrawal is provided.
 - 3.4.3. Withdrawing Party to Cease Ambulance Services in Service Area. Each Party agrees, as a special consideration to each other Party, that in the event they withdraw from this Agreement, either by voluntarily withdrawing or for cause by default, that they will cease to provide ambulance services in the System Area for the remainder of the Agreement term. In the event a withdrawing Party fails to cease to provide ambulance services in the System Area, the remaining Parties may seek specific performance of this provision of the Agreement and may also seek temporary and permanent injunctive relief in an action for specific performance filed in a court of competent jurisdiction. This clause does not apply if the remaining parties cannot provide fully staffed 7x24 ambulance service in both Driggs and Victor.
- 3.5. Complaints.** The authority to investigate a complaint against a Party (i.e., Teton County Fire Protection District or Teton Valley Health Care) in their performance of duties specified in this Agreement may be conducted by the Administrative Committee. The Party or Parties who are the subject of the complaint cannot vote to not perform the investigation. Each Party shall cooperate with any investigation of complaints regarding performance of services governed under this Agreement.
- 3.5.1. Complaints involving personnel of a Party are to be treated as described in Section 8.6 of this Agreement.
- 3.6. Future Obligations.** The Teton County Fire Protection District has been asked by the Teton County Ambulance District to research and prepare a proposal to the Ambulance District for providing all necessary ambulatory-related services in future years for a lower rate than what is currently being provided. The Fire Protection District or Teton Valley Health Care may independently conduct studies, negotiate with the Ambulance District, and provide estimates for the cost of providing the services for time periods not covered by this contract; and such conduct shall in no way be deemed a violation of this agreement or any duty or obligation owing to the other party. Notwithstanding the foregoing, in the event the TVHC agreement with the Teton County Ambulance Service District remains in effect the Teton County Fire Protection District will bid on the Teton County Ambulance District Ambulance Service needs for next year in partnership with TVHC following the requirements in Section 4.3 and 9.
- 4. ADMINISTRATION OF THE TETON COUNTY EMS SYSTEM**
- 4.1. Establishment of the Administrative Committee (the Committee).**

- 4.1.1. To better facilitate communication between TVHC and TCFD an Administrative Committee shall be established.
- 4.1.2. This committee shall consist of the TCFD Fire Chief and the TVHC Chief Executive Officer and their designated staff members.
 - 4.1.2.1. These officers shall have no powers or duties except as provided in this Agreement.
 - 4.1.2.2. This committee shall meet when needed but not less than once a year.

4.2. Powers, Duties and Operations of Administrative Committee.

- 4.2.1. **Powers.** Every action taken by the Administrative Committee pursuant to this Agreement must be approved by both parties to this Partnership Agreement. Any action taken without such approval shall be deemed void. In order to accomplish the Purpose of this Agreement, the Committee shall have the authority to adopt procedures for its operation as well as to adopt standards for the coordinated management, provision, operation and maintenance of pre- hospital, emergency, and non-emergency medical services, including medical transport, within the System Area so long as these provisions do not conflict with this agreement. The governing board of a Party shall approve any action that will financially obligate that Party. The discretionary powers shall include, but not be limited to, the following:
 - 4.2.1.1. Receive recommendations from the Medical Directorate;
 - 4.2.1.2. Approve procedures for the operation, meeting, and other administrative matters of the System;
 - 4.2.1.3. Approve the Standard Operating Procedures for the System. Adopt medical protocols and other matters related to the Medical Directorate;
 - 4.2.1.4. Approve response standards, including policies regarding dispatch responses;
 - 4.2.1.5. Provide recommendations to a Party's respective governing body regarding the Party's agency licensure levels within the System;
 - 4.2.1.6. Provide recommendations to a Party's respective governing body regarding allocation of resources, including stationing of personnel and vehicles;
 - 4.2.1.7. Adopt a training and education plan for licensed personnel;
 - 4.2.1.8. Provide recommendations to a Party's respective governing body regarding the deployment plan of EMS equipment;
 - 4.2.1.9. Recommend that the System acquire, hold, and dispose of real and personal property jointly owned by and used in the System;
 - 4.2.1.10. Deal with other matters necessary and convenient in furtherance of the Purpose of this Agreement;
 - 4.2.1.11. Operate on a fiscal year from October 1 through September 30;
 - 4.2.1.12. Identify matters that require approval of the Parties' governing boards;
 - 4.2.1.13. Adopt, administer and implement EMS standards, protocols and procedures. If EMS standards, protocols and procedures adopted by the Board impose higher standards than are required by any state statute or rule the standards and procedures adopted by the System shall apply to the Parties to the extent allowed by law in the System Area;

- 4.2.1.14. Provide for the coordination, planning, and provision of transport and non-transport EMS services between the Parties, which may include air medical service within the System Area. Ensure that EMS services are rendered in a timely and cost effective manner, at an optimal level of care. The Administrative Committee shall consider the current EMS standards, existing EMS service capabilities, trends, desired goals, and future EMS service capabilities for each planning component with due consideration of the limited funds available to provide such services.
- 4.2.1.15. Develop, maintain and monitor EMS performance criteria by the Parties and any Medical Service Providers under contract pursuant to this Agreement.
- 4.2.1.16. Conduct EMS services informational meetings and consult with public officials and agencies, the medical community, the public, and civic, educational, professional, or other organizations.
- 4.2.1.17. As required by law, the Committee shall report to the Idaho Department of Health and Welfare EMS Bureau any findings of Agency violation of state EMS laws or rules which occurred within the System Area.
- 4.2.1.18. The approval of the governing board of each Party is required for any matter approved by the Committee that includes financial contribution by a Party, including the purchase of real property and personal property.
- 4.2.1.19. The Committee shall provide to the governing boards of the Parties to this Agreement a written annual report concerning the status of the System, at a date set in the procedures of the Board, but in no event not less than once per year. This report shall include all matters that are relevant to the operation of the System and any matter that may be required by the State EMS Bureau or by state or federal law.

4.3. Finances. On or before March 1 of each year, the Committee shall propose a Teton County Ambulance System Budget (the "Budget") for approval by the Parties

- 4.3.1. The Budget shall identify anticipated expenditures for the System. The expenditures in the Budget shall be developed in accordance with the statutory purpose associated with the tax funds used for the provision of ambulance services within the ASD District.
- 4.3.2. If the Budget includes contribution payments by Parties other than the ASD, then on or before March 1, the Committee shall submit the Budget to each Party's governing board for the appropriation of any contribution payment by that Party.
- 4.3.3. The income line items shall include, if applicable: (1) tax funds being contributed by the ASD for System expenditures as described in Section 4.3.1; and (2) payments from patients transported by the service. The expenditure line items shall include, if applicable: (1) personnel expenses; (2) capital expenses; and (3) operating expenses.
- 4.3.4. The Parties shall set their own budgets in a timely manner with consideration to the Budget as proposed by the Committee.
- 4.3.5. Capital investments requiring additional expenditures by the Parties will be funded through extra appropriations subject to approval by each Party's governing board.

4.4. Joint Purchasing. Pursuant to Section 67-2807, Idaho Code, the Committee, subject to approval of the Parties' governing boards as required by other provisions of this Agreement, may recommend joint purchasing of any real or personal property consistent with the laws of the state of Idaho.

4.5. Agreements with other Public Agencies. The Committee may recommend agreements with public agencies other than those that are Parties to this Agreement in order to provide for mutual aid to the System. Such agreements may be with public or private agencies and may incorporate any of the terms and conditions contained herein and any other terms and conditions the Parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any Party to this Agreement for the provision of EMS services, nor shall such agreement extend any voting rights to any Party to this Agreement for the provision of EMS service, nor shall such agreement extend any voting rights to the Party with whom the agreement is made.

4.5.1. Teton County Fire District has an established agreement with Idaho Department of Lands (IDL) for the deployment of line qualified firefighter/paramedic/EMT personnel. The IDL agreement and any other agreements of either Party which do not authorize the Party to directly compete with the other Party to this Agreement for the provision of ambulance services within the Service Area are independent of this Ambulance Partnership Agreement. The Parties agree to develop a mechanism to utilize any monies earned through use of ASD equipment.

5. OPERATION OF SERVICE

5.1. Deployment of Equipment. This Agreement provides for the establishment of two primary Ambulances as well as service areas for each. All ambulances are the property of the ASD.

5.1.1. Ambulance 1 shall be stationed at TVHC. This ambulance shall be the first responder for all calls north of an east to west line corresponding with 4000 South in Teton County as well as non-emergency transport. This ambulance shall be the second responder for calls south of an east to west line corresponding with 4000 South in Teton County when Ambulance 2 is assigned to a response.

5.1.2. Ambulance 2 shall be stationed at Fire Station 2 in the City of Victor. This ambulance shall be the first responder for all calls south of an east to west line corresponding with 4000 South in Teton County as well as Teton Pass and Pine Creek Pass.

5.1.3. Ambulance 3 shall be stationed at Fire Station 1 in the City of Driggs. This ambulance shall be the second responder for calls north of an east to west line corresponding with 4000 South in Teton County when Ambulance 1 is assigned to a response.

5.1.4. Ambulance 4 shall be held as a Reserve Ambulance.

5.1.5. Ambulance assignments may be varied during the course of the agreement to best manage the fleet of ambulances.

5.2. Assignment of Ambulances. This Agreement establishes the assignment of ambulances and staffing levels for each ambulance.

5.2.1. The staffing at the Hospital and Station 2 will be a minimum of one Licensed Paramedic and one EMT on duty at all times. All other staffing decisions shall remain the decision of the individual Parties.

5.3. Special Events. Ambulance assignments and staffing for special events will be determined by the Administrative Committee.

5.4. Multiple Medical Incidents. The Committee shall recommend through the Standard Operating Procedures, protocols for ambulance response when a primary ambulance is already assigned or otherwise not available for service.

6. LICENSURE

6.1. Individual Licensure. The Parties hereby agree to maintain individual state-issued EMS licenses

and operate in accordance with the laws of the state of Idaho and associated regulations of the Idaho Department of Health and Welfare.

6.2. Establishment of the Teton County EMS System. The Parties' governing boards, comply with Idaho Code §§ 53-501-510, "The Assumed Business Names Act of 1997" to conduct the business of the System under the name and style of Teton County Ambulance System.

6.3. Combined Licensure. Any of the Parties to this Agreement may agree to combine their state-issued EMS licenses and to operate under one EMS license as provided by the laws of the state of Idaho and regulations of and as authorized by the state of Idaho Department of Health and Welfare Bureau of EMS.

6.4. Creation of a DBA. When any of the Parties to this Agreement agree to combine their state-issued EMS licenses and operates under the EMS license of the Teton County Ambulance System the Committee, with approval of all Parties, will establish a DBA, which will hold the EMS license for the participating Parties.

7. SYSTEM MEDICAL DIRECTORATE

7.1. Establishment of the System Medical Directorate; Standards and Procedures. There is hereby established a System Medical Directorate. The Medical Directorate composition shall be one qualified physician as recommended by the Administrative Committee.

7.2. Purpose of the System Medical Directorate. The System Medical Directorate executes the duties and functions in accordance with the laws of the state of Idaho, the Rules and Regulations of the Idaho EMS Physicians' Commission, the state of Idaho EMS Bureau, and any other rules or regulations concerning emergency medical services.

7.3. Authority. Decisions pertaining to medical oversight rendered by the System Medical Directorate shall be binding upon the Parties, unless otherwise specifically noted within this Agreement.

7.4. Responsibility. The Teton County Ambulance System Medical Directorate shall have and exercise the following duties:

7.4.1. Be responsible for the clinical management and medical oversight of the Parties' EMS services within the System Area and for compliance with the rules and regulations of the Idaho EMS Physicians' Commission, rules and regulations of the State of Idaho EMS Bureau and any associated rules and regulations concerning emergency medical services;

7.4.2. Determine the content of the System 's Medical Supervision Plan;

7.4.3. Assess clinical ramifications of field operating procedures;

7.4.4. Evaluate the prospective clinical effects of administrative and operating proposals;

7.4.5. Establish the scope of practice of EMS personnel functioning within the System as required by the rules of the EMS Physician Commission and/or performance requirements as set forth by the System; and

7.4.6. Identify opportunities for improving the quality of medical care delivered to patients in the out of hospital setting within the System Area.

8. OTHER OBLIGATIONS OF THE PARTIES

8.1. Compliance with EMS Standards. Each Party shall at all times comply with standards established by the laws of the state of Idaho and associated regulations, as well as any other applicable federal law and/or regulation.

8.2. Agreement, Standards, Resolutions and Procedures Binding.

8.2.1. Each Party agrees to be bound by this Agreement and its amendments to the extent allowed by governing law.

8.2.2. Each Party further agrees to do all things necessary and lawful to accomplish the purpose of this Agreement, including adoption of any ordinance or resolution necessary to authorize the Party to perform under this Agreement.

8.3. Insurance. Each Party shall maintain a plan of insurance or self-insurance for comprehensive liability in compliance with the Idaho Tort Claims Act, Title 6, Chapter 9, and Idaho Code.

8.4. Billing and Collection. TVHC is responsible for arranging the billing and collection of fees charged for the services provided.

8.5. Individual Operation of the Parties; Allocation of Resources According to Standards Adopted by This Agreement; Furnishing of Equipment. This Agreement will establish procedures and standards as well as specific direction for allocation of resources and personnel within the System as well as other subjects as provided herein. All Parties will retain control over those matters not related to the System or this Agreement, which may include, but is not limited to: budgeting, personnel decisions, equipment, offices, payroll, day-to-day operations and other related matters not impairing the operation of the System or functioning of the Board.

8.5.1. Personnel. This Agreement does not create a separate legal entity. Personnel additions and reductions are matters entirely under the authority of the Party employing the personnel. The Committee shall not take any action which is intended to terminate the employment of any employee.

8.5.2. Party Compliance with laws governing Personnel. Each Party is responsible for their compliance, in the performance of any services under this Agreement, with Idaho Code Section 67-5901 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, *et seq.*, as amended by the Civil Rights Act of 1991, the American with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.* as amended by the American with Disabilities Act Amendments of 2008, the Rehabilitation Act of 1973, 29 U.S.C. Section 701, *et seq.* the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, *et seq.*

8.6. Party to Investigate Complaints. Each Party is responsible to investigate complaints referred from the Administrative Committee, or the Medical Directorate made by or against the Party's employees concerning matters related to their performance of services governed under this Agreement. This does not require a Party to report the results of any investigation. Each Party retains control of its personal property, personnel records, reports, and other documents for purposes of resolution or remediation of complaints.

8.7. Medical Supplies. Necessary medical supplies for personnel and equipment to operate within the System shall be provided in accordance with this agreement. The Parties shall endeavor to engage in joint purchasing of medical supplies and equipment in order to realize cost savings.

8.7.1. TVHC will procure and provide consumable and billable supplies.

8.8. Indemnification. Each Party covenants and agrees with the other Parties to indemnify, defend, and hold harmless each other Party, their officers, agents, and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising from or connected to the acts and/or activities of it and/or its agents, employees, or representatives pursuant to and under the terms of this Agreement to the extent allowed by law.

8.9. Training. Parties agree to provide and support joint training activities for all common licensure

and scopes of services. Each Party remains responsible for ensuring that each individual in their employee receives the training required for licensure. TVHC will provide training, operational expertise, and clinical access for TCFD EMS staff in the Emergency Department in the same fashion as training and experience is provided to TVHC EMS staff. TCFD and TVHC will develop a staffing plan to ensure that all paramedic staff has at least four (4) hours per month performing clinical duties at TVHC (For staff working for both agencies this time requirement can be met using any combination of TVHC or TCFD paid hours. After initial orientation, some of this time requirement may be met with training at other EMS/hospital systems). In addition, both Parties agree to a Field Training Officer (FTO) program for paramedics. This program provides additional location, ambulance, and hospital specific training for all paramedics joining the service (or advancing to paramedic).

8.10. Maintenance of Ambulances. The ASD will maintain all ambulances per a separate contract.

9. BID FOR SERVICE

9.1. All parties to this Agreement agree to collectively prepare a Joint Bid for the Teton County Ambulance Service District's Ambulance Service needs for the service year following the term of this Agreement.

9.2. The Joint Bid shall obligate each party in accordance to the terms of this Agreement. The Joint Bid shall not obligate, commit or require any party to any service outside the scope of this agreement or contrary to law.

In the case that the Joint Bid submitted by these parties is accepted by the Teton County Ambulance Service District and awarded to the System, the parties agree that payments from the ASD shall be allocated for the services provided by each as follows:

9.2.1. Staffing and operation of ambulances – TCFD will staff and operate a front line ambulance out of TCFD Station 2 in Victor, Idaho. TVHC will staff and operate a front line ambulance out of Teton Valley Hospital in Driggs, Idaho.

9.2.2. Supplies, Travel and Training, and Dues and Subscriptions. Parties will determine how to most effectively utilize ASD funding for these items, utilizing joint purchasing, combined travel and training.

9.2.3. Capital Budget Items. Parties will determine how to most effectively allocate the following budget items:

- ALS Operations Equipment
- Communications Upgrade
- Personal Protective Equipment
- Capital/ Furniture and Fixtures ESB
- Upgrade ESB

9.2.4. Other ASD Direct Funded Items. Parties will develop budgets for:

- Paramedic Training
- Insurance-ICRMP
- ESB Rent
- Equipment Repairs & Maintenance
- Cell Phones
- Vehicle Fuel
- Vehicle Maintenance
- Contingency
- Dispatch

- Medical Directorate Services

9.2.5. TVHC shall be responsible for all billing and collection as outlined in 8.4.

9.2.6. An annual fee of \$140,000 shall be paid to TCFD in 12 monthly installments. All other ASD disbursed funds shall be paid to TVHC.

9.3. The obligations and payments for each Party shall be adjusted for any subsequent bid provided to the ASD.

10. NOTICE

10.1. All notices provided for in this Agreement are to be sent to:

Teton County Fire Protection District
Attn: Fire Chief
P.O. Box 474
Driggs, ID 83422

Teton Valley Health Care, Inc.
Attn: CEO
120 East Howard Street
Driggs, ID 83422

10.2. The effective date of notice given pursuant to this Agreement shall be three (3) days after the date of posting with the U.S. Postal Service of notice sent to the addresses listed above or upon the day of notice sent by facsimile or e-mail.

11. AMENDMENT PROVISIONS

This Agreement may only be amended in accordance with the following process:

11.1. An amendment may be proposed by any Party.

11.2. A proposed amendment must be in writing and must include strikethrough of any language to be deleted and underline of any new language of the proposed amendment. Any proposed amendment will be considered an amendment to the entire Agreement and must be submitted in that fashion.

11.3. A proposed amendment shall contain a Statement of Purpose, which shall include a statement of how the Parties will be affected by the amendment; the Party to contact for information; and the amended Agreement text.

11.4. The proposing Party shall also prepare and submit to the other Party a Restated and Amended Agreement form for service to the other Party in the event the proposed amendment is approved.

11.5. The proposed amendment text, Statement of Purpose and a Restated and Amended Agreement form shall be served upon the other Party by the proponent Party or Board, as the case may be.

11.6. Both Parties' approval is required for the approval of an amendment to this Agreement.

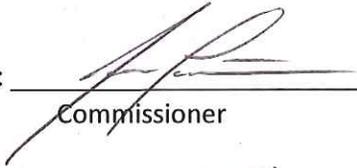
11.7. Parties must submit their approval, or their disapproval with reasoning, in accordance with service of notice as provided in this Agreement and within sixty (60) days of the date of the cover notice from the proponent Party.

11.8. The amended Agreement shall be effective after all Parties have duly signed.

12. MISCELLANEOUS PROVISIONS

- 12.1.** This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- 12.2.** Severability in Case of Partial Invalidity. If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void, from its inception, and the Parties hereto shall be relieved of any further performance under the terms of this Agreement.
- 12.3.** Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- 12.4.** No Third Party Beneficiaries. Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.
- 12.5.** Counterparts and Process to Become a Party. This Agreement will be executed and delivered in counterparts, one for each Party, and at such time as the governing board of an agency intent upon joining adopts the necessary resolution authorizing the execution of the counterpart and a written notice thereof, including a copy of the resolution or other authorizing act of its governing board is provided to the other Party, this Agreement shall then be in full force and effect to such Parties and shall have the force and effect of an original, and copies of the signature pages of all counterparts shall be provided to all Parties to this Agreement.
- 12.6.** Captions. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 12.7.** Attorney Fees. If in the event judicial action of any kind is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorney fees and costs as provided by Idaho law and the Idaho Rules of Civil Procedure.
- 12.8.** Entire Agreement. This is the entire agreement between the Parties and may be modified only as provided herein.

Teton County Fire Protection District

By:  10/28/15
Commissioner

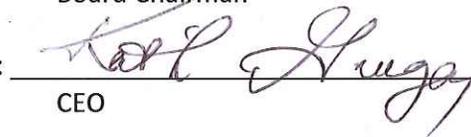
By:  10/27/15
Commissioner

By:  10/28/15
Commissioner

By:  10/27/15
Fire Chief

Teton Valley Health Care, Inc.

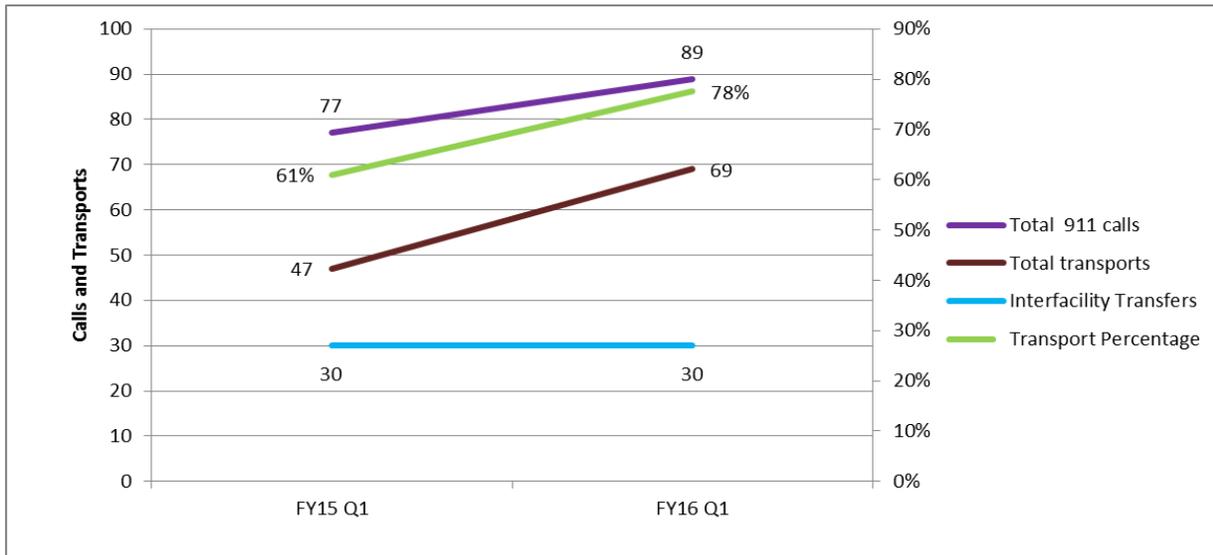
By: 
Board Chairman

By: 
CEO

Teton County Ambulance System Quarterly Report

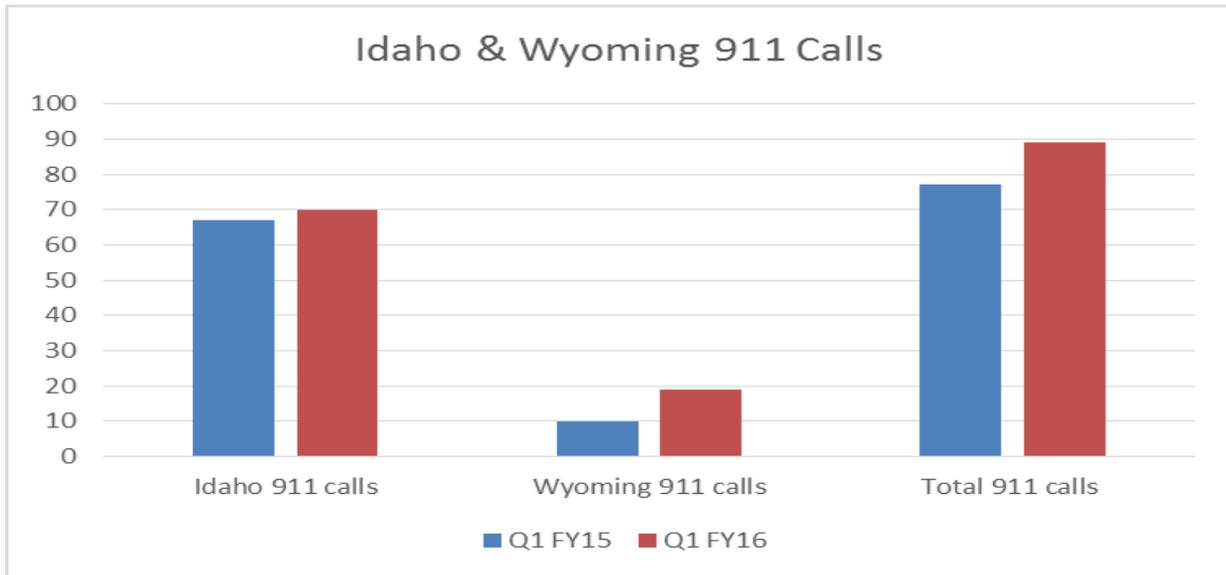
1st Quarter for FY 2016

Overview: When comparing YoY Q1 numbers Wyoming 911 calls almost doubled and Idaho 911 calls increased by 3 with total 911 calls increasing by 16%. The Wyoming transports doubled in Q1 and the Idaho transports increased by 13, with total transports increasing by 28%. Transport percentage also increased year over year. Interfacility transfers remained the same this year as last.



TOTALS	Q1		Q2		Q3		Q4		ANNUAL TOTALS	
	FY15	FY16	FY15	FY16	FY15	FY16	FY15	FY16	FY15	FY16
Idaho 911 calls	67	70							67	70
Idaho Transports	40	53							40	53
Idaho Transport Percentage	60%	76%							60%	76%
Wyoming 911 calls	10	19							10	19
Wyoming Transports	7	16							7	16
Wyoming Transport Percentage	70%	84%							70%	84%
Total 911 calls	77	89							77	89
Total transports	47	69							47	69
Transport Percentage	61%	78%							61%	78%
Interfacility Transfers	30	30							30	30
Total transfers and Calls	107	119							107	119

This chart reports Idaho and Wyoming 911 calls.



Teton County Ambulance System ALS response goals

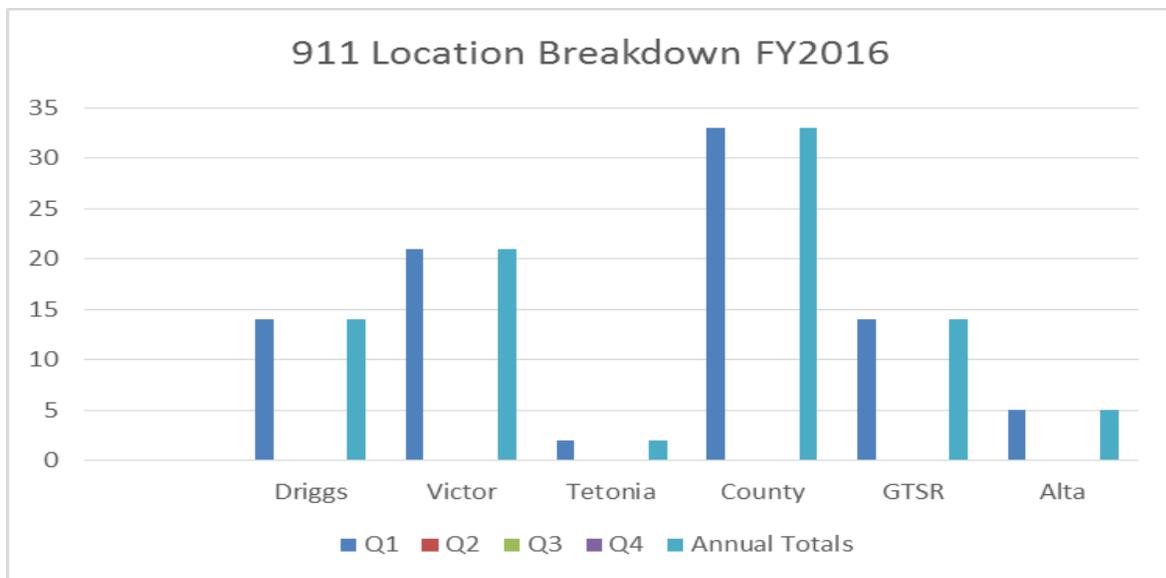
Advanced Life Support (ALS) response metric is to measure time from dispatch to arrival time, for 80% of calls by response area and goal.

Below is the breakdown of the response goals per area:

- 5 minutes within city limits of Driggs -- goal met
 - Response time met 92% of the time
- 5 minutes within city limits of Victor -- goal met
 - Response time met 90% of the time.
- 11 minutes within city limits of Tetonina -- goal met
 - Response time met 100% of the time
- 22 minutes to all other outlying areas in the Teton County, Idaho and Wyoming
 - Teton County Idaho response times met 100% of the time -- goal met
 - Teton County Wyoming/GTSR response times met 70.5% of the time -- goal not met. When analyzing data it was found that bad road conditions slowed response times.

Teton County Ambulance System 911 Location Breakdown FY 2016

Totals	Q1	Q2	Q3	Q4	Annual Totals
	FY16	FY16	FY16	FY16	FY16
Driggs	14				14
Victor	21				21
Tetonia	2				2
County	33				33
GTSR	14				14
Alta	5				5
	89	0	0	0	89



Vehicles and equipment: Ambulance inventory, mileage, and age.

Item	Mileage
Ambulance 1: 2009 Ford	75,657
Ambulance 2: 2004 Ford	108,979
Ambulance 3: 1999 Ford	78,308
Ambulance 4: 1992 Ford	74,186
EMS 1: 2008 Chevy Trailblazer	92,305

Billings (Gross revenue): Fiscal Year 2015 Quarterly report of ambulance runs billing:

FY 2016 Quarter	Amount
1 st Quarter	\$103,949
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

Training:

- Weekly CentreLearn trainings assignments continue
- Monthly training meetings with additional topics and skills check off continues.
- Emergency Pediatric Care (EPC) was organized and hosted by TCFD with providers from TVA and TCFD attending. This training was funded by the Idaho State EMS office.
- ACLS training: 7 providers, accomplished by a combination of an online session followed by a session with an instructor to verify skills.
- PALS training: 6 providers, accomplished by a combination of an online session followed by a session with an instructor to verify skills.
- CPR training: 13 providers, accomplished by a combination of an online session followed by a session with an instructor to verify skills.

Special events:

- 4 High School football games.

Public Education and Outreach:

- 3 Boy Scout Trainings: Emergency Preparation, First Aid
- 1 Boy Scout Training: Lifesaving Skills
- 1 8th grade field trip: Fire/EMS-basic knowledge
- 8 Senior Center visits for blood pressure checks
- 2 Head Start visits: Safety Talk
- 1 Teton High School: First Aid and Kitchen Safety

Mutual Aid Agreement/Protocols

- Response received from Andy Gienapp, Wyoming Manager of EMS regarding the interstate agreement between Idaho and Wyoming.
- County Prosecutor working with Wyoming to resolve status.

Grants and fundraising:

- Nothing to report for Q1.



TETON VALLEY AMBULANCE

As we have reported in previous meetings, TVA and TVHC would establish the Skills, Procedure Practice, and Experience and Performance goals to track and report to the ASD as part of our quarterly reporting. Below is the form that we have prepared for FY2016 Q1. All quality measure data collected is used to identify areas for improvement.

The percentage is the sum of the average compliance percentage of each EMS staff member. The required number of Skills or Procedures Practices is listed in the column to the right of the description. As an example the quarterly goal for “Initial vitals (BP, pulse, SP02, respirations)” is 24 annually or 6 per quarter. One EMS staff member performed 33 during the quarter or 550% another did 3 during the quarter or 16%. The percentages include the skills that are performed pre-hospital and in-hospital while providing patient care by TVA personnel. Using the data from the first quarter we have identified the need to add simulated skills training due to a lack of scheduled shifts to achieve the required numbers from patient contacts. The following data is from hospital-based EMS only.

Ambulance System							
Skills/Procedure Practice / Experience and Performance Goals*							
Name of EMS Staff	Total number for entire crew.		FY Q1 Totals	FY Q2 Totals	FY Q3 Totals	FY Q4 Totals	FY Total
	Required	% success					
Initial vitals (BP, pulse, SP02, respirations)	24/yr.	100	139%	0%	0%	0%	
Intubations (run, ER, OR, Simulated)	6/yr., including at least one live patient	90	0%	0%	0%	0%	
Start IV or venous draw(actual)	24/yr.	90	102%	0%	0	0	
IO (simulated or actual)	4/yr.	90	33%	0%	0%	0%	
Perform 12 lead EKG (actual or simulated)	12/yr.	100	174%	0%	0%	0%	
Hours in ER / month ** (Skills and ER Protocols, i.e. trauma, etc.)	4/mo.	100	871%	0%	0%	0%	
Codes (actual or simulated)	4/yr.	100	28%	0%	0%	0%	
Stroke (actual or simulated)	2/yr.	100	11%	0%	0%	0%	
High Performance CPR (simulated)	2/yr.	100	0%	0%	0%	0%	
Pharmacology Test	1/yr.	100	0%	0%	0%	0%	

As part of our QA/QI process for all ambulance calls we have been looking at specific protocols to see if the EMS providers have followed them while also tracking if certain skills were completed. Our goal is to recognize any areas that need improvement and then implement training to facilitate improvement. Below is the data that we have collected on all TVA ambulance calls. These Quality measures are summarized and reported each month to the TVHC Quality Committee (see report on following page for Notification of Facility). The Quality measure we have chosen to present to the ASD this quarter is: Notifying the receiving hospital prior to arrival for patient transports. Notifying the receiving hospital prior to arrival is a requirement of EMS. In September we identified that crews were not documenting when they notified the receiving hospital. Training started with the crews regarding the importance of calling in the patient report prior to arrival and documenting the call in the patient care report. We have achieved a 25% improvement from September to December in documenting the notification of the receiving hospital prior to the arrival.

Ambulance Quality Data Report												
Fiscal Year 2016												
Charts reviewed by: Medical Director & Director Services					Q1 FY 2016		Q2 FY 2016		Q3 FY 2016		Q4 FY 2016	
					Hospital Based EMS	Fire Based EMS	Hospital Based EMS	Fire Based EMS	Hospital Based EMS	Fire Based EMS	Hospital Based EMS	Fire Based EMS
1 Notified receiving facility prior to arrival (based only on # of transports)					47/60							
PROTOCOLS USED												
A. Universal Patient Care												
1 Followed protocol					74/74							
2 Had appropriate outcome					75/75							
3 Listed current medications					67/71							
B. Altered Mental Status / Behavioral / Hyper/Hypo Glycaemia												
1 Followed protocol					9/9							
2 Arrived with blood glucose >60					5/5							
3 Transported patient required restraints					0/4							
C. Acute coronary syndrome / cardiac arrest												
1 Followed protocol					3/3							
2 Survived to reach the ER					1/1							
3 Patient aged >35 with non-traumatic chest pain that received ASA in the field					3/3							
D. Respiratory Distress/Failure												
1 Followed protocol					3/3							
2 Arrived at receiving facility with SPO2>90%					3/3							
3 Received medication in the field					3/3							
E. General Trauma												
1 Followed protocol					18/18							
2 Arrived in ER bandaged and splinted appropriately for bleeding and fractures					17/17							
3 Arrived in ER with IV access					11/13							
4 Have "on scene" time of < 15 minutes					7/16							
5 Have documented Glasgow Coma Scale					16/18							
Skills and Procedures												
1 Attempted intubations					0/0							
2 Successful intubations					0/0							
3 Attempted IV insertions or venous draws					22/28							
4 Successful IV insertions or venous draws					19/22							
5 12 lead EKG's performed					8/9							

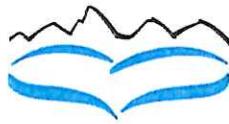
EMS Quality Notified Facility

Goal Description:

When a Patient is transported to a healthcare facility the EMS crew is to call and give patient care report prior to arrival to TVHC ED. The goal is to collect the number of times that EMS notified the receiving facility prior to arrival. Goal 100%

October, 2015	73%	11/15 runs gave ER pre-hospital report. Continue to make notes in Report QA/QI reports.
November, 2015	75%	15/20 runs gave ER pre-hospital report. Talked with the individuals who are not reporting to encourage compliance.
December, 2015	84%	21/25 runs gave ER pre-hospital report. Will talk to individuals who are not documenting and will address the whole staff at our monthly training meeting.





**TETON VALLEY
HEALTH CARE**

Your Healthcare Elevated

120 East Howard Avenue, Driggs, Idaho 83422
208-354-2383 www.tvhcare.org

February 18, 2016

Teton County Board of Commissioners
150 Courthouse Drive
Driggs, ID 83422

RE: Lessee Report to Lessor: Calendar 2015, Quarter 4

Teton County Commissioners,

Enclosed please find the following documents and updates pursuant to the "Amended and Restated Hospital Lease Between Teton County as Lessor and Teton Valley Health Care, Inc. as Lessee; Lease Commencement Date, January 1, 2013, Lease Amendment Date August 10, 2015" (Lease Agreement) and the associated "Liquid Asset Transfer Agreement effective January 1, 2013 between Teton County, Idaho and Teton Valley Health Care, Inc." (LATA):

Lease Agreement: Article 4; Section 4.1, Reports to Lessor:

- Balance Sheet as of 12/31/2015 as compared to the prior year
- Cash Flow Statement as of 12/31/2015 for the period December 2014 to December 2015
- Income Statement for Calendar 2015, Quarter 4 as compared to the quarter in the prior year
- The audited financial statements and the fixed asset list will be submitted when the payment is made to Teton County in March.

Fiscal Year Financial Performance:

The hospital audit for fiscal year ended September 30, 2015 reported an "Excess of Operating Revenues over Expenses" as described in the (LATA) or as described in the audit "Unrestricted revenues, gains and other support in excess of expenses" of \$506,415.

RE: Calendar 2015, Quarter 4, continued

Statement of Revenues & Expenses Comments:

Gross Patient Revenue was \$93,178 less for Calendar 2015, Quarter 4 than in the same quarter in 2014. Operating Expenses were \$160,865 higher for Calendar 2015, Quarter 4 than in the same quarter in 2014. Outpatient Revenues are trending higher than budget and inpatient revenues are trending below budget during fiscal year 2016. The hospital experienced a positive Operating Income of \$65,089 for Calendar 2015, Quarter 4.

Balance Sheet Comments:

Total Assets of \$11,366,868 decreased slightly by \$31,207 during the calendar year. This is not a significant change.

**Lease Agreement Payment: Article 2, Section 2.6 and
Liquid Asset Transfer Agreement Payments: Schedule 2**

The hospital fiscal year 2015 accounting was closed on January 27th when the audited financial statements were presented to the Board of Directors. The annual lease payment of \$1 required by the Lease Agreement, plus the \$70,000 payment required by the LATA plus the 5% of "Excess of Operating Revenues over Expenses" payment required by the LATA will be submitted to Teton County in March.

We sincerely appreciate the opportunity to deliver quality health care to the community and visitors of Teton County, Idaho. Please direct inquiries to me at (208) 354-6340 or via email wwhite@tvhcare.org.

Sincerely,



Wesley White, CHFP

V.P. Finance and Administration

TETON VALLEY HEALTH CARE, INC.
COMPARATIVE BALANCE SHEET
CALENDAR 2015, QUARTER 4

ASSETS	December 2015	December 2014	Variance
Current Assets			
Cash & Cash Equivalents	\$ 3,038,067	\$ 4,087,017	(\$1,048,950)
Restricted Cash	860,459	882,426	(21,967)
ST Investments 1 Yr TCD	1,175,062	168,811	1,006,251
Receivables			
Patient Receivables, Net of Estimated Reserves	2,286,384	2,278,710	7,674
Estimated Third-Party Payor Settlements	175,000	47,000	128,000
Other Receivable/Unrestricted Tax Levy	82,905	19,132	63,773
Capital Tax Levy	5,996	15,654	(9,658)
Supplies Inventory	749,951	828,857	(78,906)
Prepaid Expenses	201,977	173,866	28,111
Total Current Assets	8,575,801	8,501,473	74,328
Noncurrent Assets			
Capital Contribution	0	0	0
Deferred Financing Costs	0	0	0
Capital Assets, Net	2,424,900	2,359,409	65,491
LT Investment 2- 5 Yr TCD's	366,167	537,193	(171,026)
Total Noncurrent Assets	2,791,067	2,896,602	(105,535)
Total Assets	\$ 11,366,868	\$ 11,398,075	(\$31,207)
LIABILITIES AND NET ASSETS			
Current Liabilities			
Accounts Payable & Accrued Expenses	\$ 385,802	\$ 323,392	\$62,410
Accrued Salaries & Benefits	1,152,922	1,121,050	31,872
Accrued Interest Payable	302	446	(144)
Estimated Third-Party Payor Settlements	(26,000)	327,000	(353,000)
Deferred Tax Levy Revenue	0	0	0
Current Maturities Bond	0	0	0
Current Maturities of Capital Lease Obligations	12,804	12,373	431
Total current Liabilities	1,525,830	1,784,261	(258,431)
Noncurrent Liabilities			
Note Payable	357,776	529,650	(171,874)
Long-term Debt Less Current Maturities.	0	0	0
Capital Lease Obligations Less Current Maturities	13,250	26,054	(12,804)
Net Pension Obligation	0	0	0
Total Noncurrent Liabilities	371,026	555,704	(184,678)
Net assets			
Invested in capital assets, net of related debt	1,661,843	1,517,733	144,110
Restricted for capital acquisition	866,455	898,080	(31,625)
Unrestricted	6,941,714	6,642,297	299,417
Total Net Assets	9,470,012	9,058,110	411,902
Total Liabilities and Net Assets	\$ 11,366,868	\$ 11,398,075	(\$31,207)
Current Ratio:	5.6	4.8	

TETON VALLEY HEALTH CARE, INC.
Statement of Cash Flows-December 2014 to December 2015
CALENDAR QUARTER 4

Change in Net Assets		\$ 411,902
Cash flows from Operating Activities:		
Add (deduct) to reconcile net income to net cash flow:		
Depreciation & Amortization		\$ 560,608
Changes in Accounts Receivable (includes third party)		(199,447)
Changes in Capital Levy Receivable		9,658
Changes in Inventory		78,906
Changes in Prepaid Expenses		(28,111)
Changes in Accounts Payable & Accrued Expenses		62,410
Changes in Accrued Salaries & Benefits		31,872
Changes in Interest Payable		(144)
Changes in Third-Party Payor Liability		(353,000)
Changes in Deferred Tax Levy		
Changes in net pension		
Changes in Current Debt		431
Net cash inflow from Operating Activities		\$ 163,183
Cash flow from Capital & Investing Activities:		
Capital Expenditures		(626,099)
Change in Capital Contributions		-
Change in Investments (short & long term)		171,026
Deferred financing costs		-
Net cash outflow from Investing Activities		(455,073)
Cash flow from Financing Activities		
Principal paid on Note Payable		(184,678)
Net cash outflow from Financing Activities		(184,678)
Net Increase (decrease) in cash during period		(64,666)
Cash Balance start of period (unrestricted and restricted)	12/31/2014	\$ 5,138,254
Cash Balance end of period (unrestricted and restricted)	12/31/2015	5,073,588
Net Increase (decrease) in cash during period		\$ (64,666)

TETON VALLEY HEALTH CARE, INC.
STATEMENT OF REVENUES & EXPENSES
CALENDAR 2015, QUARTER 4

	Q4 2015 Actual	Q4 2014 Actual	Q4 Variance
Patient Revenue:			
Clinic Revenue	\$1,049,056	\$1,058,421	(\$9,365)
In-Patient Revenue	547,672	1,020,391	(472,719)
Out-Patient Revenue	<u>3,768,345</u>	<u>3,379,439</u>	<u>388,906</u>
Gross Patient Revenue	5,365,073	5,458,251	(93,178)
Deductions from Revenue:			
Contractual Allowances	1,147,845	1,087,910	(59,935)
Charity Care	4,169	21,173	17,004
Bad Debt	<u>257,274</u>	<u>214,076</u>	<u>(43,198)</u>
Total Deductions from Revenue	1,409,288	1,323,159	(86,129)
Net Patient Revenue	3,955,785	4,135,092	(179,307)
Other Revenue	2,791	8,556	(5,765)
Day care Revenue	0	0	0
Teton County Ambulance District contract	<u>116,301</u>	<u>124,248</u>	<u>(7,947)</u>
	119,092	132,804	(13,712)
Total Net Revenue	4,074,877	4,267,896	(193,019)
Operating Expenses			
Salaries	2,201,301	2,131,121	(70,180)
Benefits	194,602	192,870	(1,732)
Supplies/Minor Equipment	557,096	507,999	(49,097)
Contracted Services	439,116	405,563	(33,553)
Physician Services	118,420	128,863	10,443
Utilities & Telephone	41,028	53,040	12,012
Maintenance & Repairs	69,104	72,228	3,124
Insurance	30,581	33,719	3,138
Depreciation & Amortization	138,906	139,106	200
Other Expense	<u>219,634</u>	<u>184,414</u>	<u>(35,220)</u>
Total Expenses	4,009,788	3,848,923	(160,865)
Operating Income	65,089	418,973	(353,884)
Non Operating Revenue & Expense			
Interest income	11,408	7,679	3,729
Interest Expense	(2,895)	(4,184)	1,289
Grants/Noncapital Contributions from TVHF	12,000	6,095	5,905
Grants/Noncapital Contribution to TVHC	2,500	10,000	(7,500)
Teton County Tax Levy	14	2,733	(2,719)
Gain (loss) disposal of capital assets	<u>0</u>	<u>0</u>	<u>0</u>
Total Non Operating Income	23,027	22,323	704
Excess of Revenue over Expenses	<u>88,116</u>	<u>441,296</u>	<u>(353,180)</u>
Grants/Capital Grants from TVHF	0	0	0
Grants/Capital Contributions to TVHC	<u>0</u>	<u>5,623</u>	<u>(5,623)</u>
	<u>\$88,116</u>	<u>\$446,919</u>	<u>(\$358,803)</u>
Excess Revenue over Expense Margin	2.2%	10.3%	
Change in Net Asset Margin	2.2%	10.5%	



FROM: Planning and Building Administrator
TO: Board of County Commissioners
RE: Planning & Building Department Update
MEETING: February 22, 2016

*Designates items where BoCC action is needed or potential action is possible

***Building Update:**

Teton County School District #401 is looking to construct a small concrete vault. They have asked Teton County to waive the Building Permit fee of \$150. There is an impact fee of \$94.48 as well. We have a process for an Individual Assessment/Appeal of the Impact fee that is outlined for the Planning Administrator to follow. Having never done one of these, I wanted to get the BoCC's opinion on the Impact Fee appeal as well. (See attached letter)

***Parcel Counts:**

Attached is a RFP/Scope of work for the parcel research work. As I read Idaho State Code, this work is not considered a professional service, so I feel it would be wise to utilize the RFP process so that we can utilize cost as one of the factors to consider in the decision of the Contractor. In an effort to expedite this process for the May tax deadline, I would suggest that we post the RFP as soon as possible.

***Issues Causing "Unbuildable Parcels":**

Attached is a memo outlining Staff's perception of the issues and potential solutions to the unbuildable parcels.

Code Enforcement:

- The issue with the access that was put in by Mr. Felkins has not been resolved. (probably appropriate to have K. Spitzer & C. Smith present to talk about this)
- Still waiting on PEI permit applications
- Fire District has been trying to get in contact with building owner next to Table Rock in order to inspect the fire suppression system. Most of the other fire issues have been resolved.

Non-Profit Board Positions:

I have been asked about my interest in serving on the Board of a Non-Profit here in the valley. I have not found anything in the Personnel policy that would preclude me from doing this, but I wanted to check with the Board first.

Code Update:

Attached is the draft "Comp Plan Policy-Code Analysis" the BoCC asked for. I am looking for feedback to make sure this document is useful to the BoCC as well as the public. Please let me know if there is more detail needed or if this meets your needs.

Build-Out- The PZC recently decided on the density allocation they are going to recommend in the Draft Code. Attached is a summary- build out, that shows the density, the potential new lots, and potential open space compared to the existing code.

***Weeds:**

We would like to sit down with the BoCC to discuss the vision of the Weed Department now that Amanda has some perspective. There are several items in the Weed Program Plan (Attached) we would like direction on, as well as approval of the Teton County- Pesticide Discharge Management Plan (Attached), which is required by the EPA and Idaho.

AW Engineering

Box 139 Victor, Idaho, 83455

aweng@ida.net

Project: TSD 401 Fuel Tanks

SE/4NE1/4, Section 23, Twp 5 N, Rng 45 E

Driggs Area, Teton County, Idaho

Jan 26, 2016

Would the County waive the fees for this small concrete vault to be constructed by and for Teton County School District # 401.

This is mutually beneficial to tax payers in Teton County for TSD # 401 to save money on its fuel purchases and to run more economically.

Arnold Woolstenhulme

Engineer for TSD # 401 project

A handwritten signature in blue ink, appearing to read "Arnold Woolstenhulme", written over a horizontal line.



TETON COUNTY PLANNING and BUILDING DEPARTMENT

COMMERCIAL BUILDING PERMIT APPLICATION

This application is for commercial buildings, commercial remodels and change of occupancy classification or use. If deemed necessary, all commercial buildings must have an approved Conditional Use Permit from the Planning Administrator prior to issuance of a Commercial Building Permit. You may have a building permit plan review concurrently with your Conditional Use Permit review; however, should conditions for approval of the Conditional Use Permit alter the proposed building, an additional plan review fee may be required.

****PLEASE CALL TO MAKE AN APPOINTMENT BEFORE BRINGING IN THIS APPLICATION****

Please type or print in ink

OWNER Teton School Dist # 401

Phone (208) 228-5923

Mailing Address P.O. Box 775

City Driggs State ID ZIP 83422

APPLICANT: (Contact Person) Arnold Lebolstenhulme Phone: (208) 787-2952

If applicant is other than owner, a notarized Teton County Letter of Authorization must accompany this application. Only the owner or his/her authorized agent, may sign the application, correction list or the permit.

Mailing Address PO Box 139

City Victor State ID ZIP 83455

CONTRACTOR: JK Construction & Leonard Potvdeum

Phone (208) 313-1485 Idaho Registration Number: RCE-17624

Mailing Address PO Box 826

City Victor State ID ZIP 83455

ARCHITECT Engineer

Phone (208) 787-2952 Idaho License Number: ID-2868

Mailing Address PO Box 139

City Victor State ID ZIP 83455

CONDITIONAL USE PERMIT NUMBER (if applicable) N/A Date Approved: _____

If you are processing applications concurrently, indicate pending. New buildings and change of uses may require a Conditional Use Permit with the Planning Department. No building permit can be issued until the Conditional Use Permit, if required, has been approved.

SITE LOCATION:

Street Address 278 Rudeo Drive City Driggs, Id

LEGAL DESCRIPTION:

Section 23 Township 5N Range 45E Parcel Number _____

Subdivision Flying Saddle Lot Number 1 Block Number 1

GROSS SITE AREA: 1.35 acres or _____ square feet.

PROPOSED USE: Please describe the precise nature of the project (i.e., new office building, restaurant, rest rooms, remodel, addition, etc) & the type of businesses that will occupy the proposed structure. If there any future plans for expansion that are being considered, they should be listed as well to aid in avoiding code issues. (i.e. restaurants, assembly areas, other businesses etc.)

Add a small fuel depot with 2-1200 Gallon
Tanks To fuel School buses

LIST DAYS / HOURS OF OPERATION:

6:30 AM - TO 8:00 PM

NUMBER OF EMPLOYEES: 2 NUMBER OF PARKING SPACES: 20 buses

SET BACKS: Indicate distance from buildings to property lines. Distance should be measured in a straight line, perpendicular to the building, to the nearest associated property line. A Certificate of Placement, executed by an Idaho licensed land surveyor, may be required to verify placement of the proposed structure. set back To fuel depot

North _____ South _____ East _____ West _____

BUILDING COMPOSITION:

The following information should be shown both here and on the submitted plans. All buildings are to be designed to the requirements of the most recently adopted edition of the INTERNATIONAL BUILDING CODE (IBC).

TYPE OF CONSTRUCTION: Concrete open Uoalt NO SPRINKLERED: Yes No

OCCUPANCY GROUP* N/A NUMBER OF STORIES N/A MAXIMUM HEIGHT 3'

For buildings with multiple occupancies, please complete the following:

- Additional Occupancies/Uses: No Building -
1. Use/Occupancy N/A Actual Area _____ Occupancy Load _____
 2. Use/Occupancy _____ Actual Area _____ Occupancy Load _____
 3. Use/Occupancy _____ Actual Area _____ Occupancy Load _____

TOTAL AREA: N/A TOTAL OCCUPANCY LOAD: _____

* Rooms or areas designed for the use or storage of hazardous materials shall submit a list of the materials to be used /stored and quantities to be housed in the structure.

FOR ADDITIONS AND REMODELS ONLY:

Existing Use/Occupancy of Building: Shop Building Gross Area of Existing Building: 2400 SF shop

Existing Occupancy Classification: _____ Existing Occupancy Load: _____

Area of Remodel: Base Ground West of Shop

Are there any increases requested? Yes _____ No (X)

Basis for increase

COST OF CONSTRUCTION: Please state estimated cost of new construction or improvements: \$ 50,000⁰⁰

CERTIFICATE OF OCCUPANCY IS REQUIRED. Before occupying your project, you must have a final inspection by the Building Department and other appropriate County and State Agencies. Following approval of these inspections, a Certificate of Occupancy will be issued. Occupation of the proposed building in whole or in part with out the appropriate final inspections may make you subject to fines under the Teton County Building Code (Title 6) and the currently adopted International Building Code.

APPLICANT'S SIGNATURE, CERTIFICATION AND AUTHORIZATION: Under penalty of perjury, I hereby certify that I have read this application and state that the information herein is correct. I agree to comply with all County Regulations and State Laws relating to the subject matter of this application and hereby authorize representative of this County to enter upon the above mentioned property for inspection purposes. In signing this application, I acknowledge that the County's acceptance of this application and a plan review fee does not constitute approval of the permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate County Agencies and payment of any fees due.

Owner Signature M.A.N. Wolfst Date 1/15/2016

Print Name Monte Waldsten Hupme Title School Superintendent

Owner Signature _____ Date _____

Print Name Engineer for TSD 401 Title Engineer for TSD 401

Application Received By M.A.N. Wolfst Date _____

OFFICE USE ONLY

Flood Zone / Base Flood Elevation Zone X

Zoning Compliance Verified By urd Date 2-16-16

Driggs
m-1-AOCI

Fire Marshal's Approval Approved as Submitted _____ With Conditions (attach memo with details) _____
By _____ Title _____ Date _____

Building Department Approval _____ Date _____

Permit/Plan Review Fee \$ 150- Impact Fee \$ 94.48

Building Permit Number _____ Expires on _____

SUBMITTAL REQUIREMENTS FOR COMMERCIAL BUILDING PERMIT APPLICATIONS

To be sure you have everything you need when you come in to submit your plans and application for a building permit, make sure you have the following...

_____ **Application:** Make sure you have the proper type of permit application,(i.e. residential or commercial). All applicable portions of the form should be filled in, if you are unsure about the applicability of a question, please ask at the time of submittal.

_____ **Plans:** Commercial project plans to be submitted with this application need to include 3 complete sets of plans. (See attached list of requirements for plans.)

_____ **Proof of Ownership:** A copy of a Warranty Deed, Quit Claim Deed or Contract of Sale must be submitted with your application.

_____ **Letter of Authorization:** If you are not the owner, or if the owner has not signed the application, you must have a Letter of Authorization. This letter must be notarized, and can be found at the back of this application packet.

_____ **Septic or Sewer Permit:** Owner or his/her authorized representative must submit a copy of the septic permit from Eastern Idaho Public Health Department (208-354-2220). If you are connecting to the central sewer system you will need to submit with this permit application a copy of your connection permit or receipt of payment from the city of Driggs, Victor or Tetonan.

_____ **Scenic Corridor and/or Conditional Use Permit:** Provide a copy of your approved and signed permits from the Planning Department for any Scenic Corridor or Conditional Use Permit as required by the county regulations.

_____ **Call to make an appointment:** Schedule a time to meet with the Building Official prior to submitting permit application for all commercial projects. (208-354-2593)

COMMERCIAL BUILDING PLAN REVIEW REQUIREMENTS

Architectural and structural drawings shall be drawn to scale of 1/4" = 1'

The following plans are required and shall contain the listed specifications, drawings and details:

1. Complete (signed and sealed by the appropriate design professional, per the currently adopted IBC) architectural plans, structural plans, plumbing plans, fire sprinkler plans and electrical plans. Cover sheet of plans should summarize the project showing square footage of each floor and total square footage of proposed structure; size of property, site design, construction type and occupancy type. For residential type occupancies, the total number of sleeping units and number of accessible units, Type A units and/or Type B units; and applicable codes shall be noted.
2. A site plan, preferably 24" x 36" or smaller, that shall include the following information:
 - Entire property - with dimensions of boundaries and North arrow.
 - Location and size of existing and proposed structures or additions, including porches, balconies, decks, cave overhangs, and chimneys.
 - Show distances of proposed structures or additions from property lines, rights of way, creeks, streams, rivers, ditches, ponds, and wetlands.
 - Names of adjacent streets, roads, and highways.
 - Locations of driveways and parking areas. Note: New driveways entering onto State and County roads require an access permit and shall be attached to this application.
 - Grade lines for slopes greater than 5% should be shown on the site plan.
 - Proposed and or existing location of wells, septic tank(s) and leach field(s) if applicable.
 - Locations of wells, septic tanks, and leach fields on adjacent properties if within 100 feet of your property.



NON-RESIDENTIAL DEVELOPMENT IMPACT FEE SCHEDULE APPLICATION

Date: _____

Owner: _____ Phone: () _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Location and Use:

Street Address: _____ **City:** _____ **State:** _____

Section: _____ **Township:** _____ **Range:** _____ **Parcel Number:** _____ **Zone:** _____

Subdivision: _____ **Lot Number:** _____ **Block:** _____

Total Square Footage of Building: _____ **Land Use:** _____

Non-Residential Construction Impact Fee:

Facility	Calculation	Quantity	Sub - Total
Sheriff:	\$ 8.97 per 1000 sf.	2	17.94
Emergency Services:	1.18 per 1000 sf.	2	2.36
Circulation: (See Trip Generation Rates Schedule)	37.09 per trip	2	74.18
Total			94.48

Example: The Impact Fee for a 3000 sq. ft. Standard Office Building would be \$2255.85.

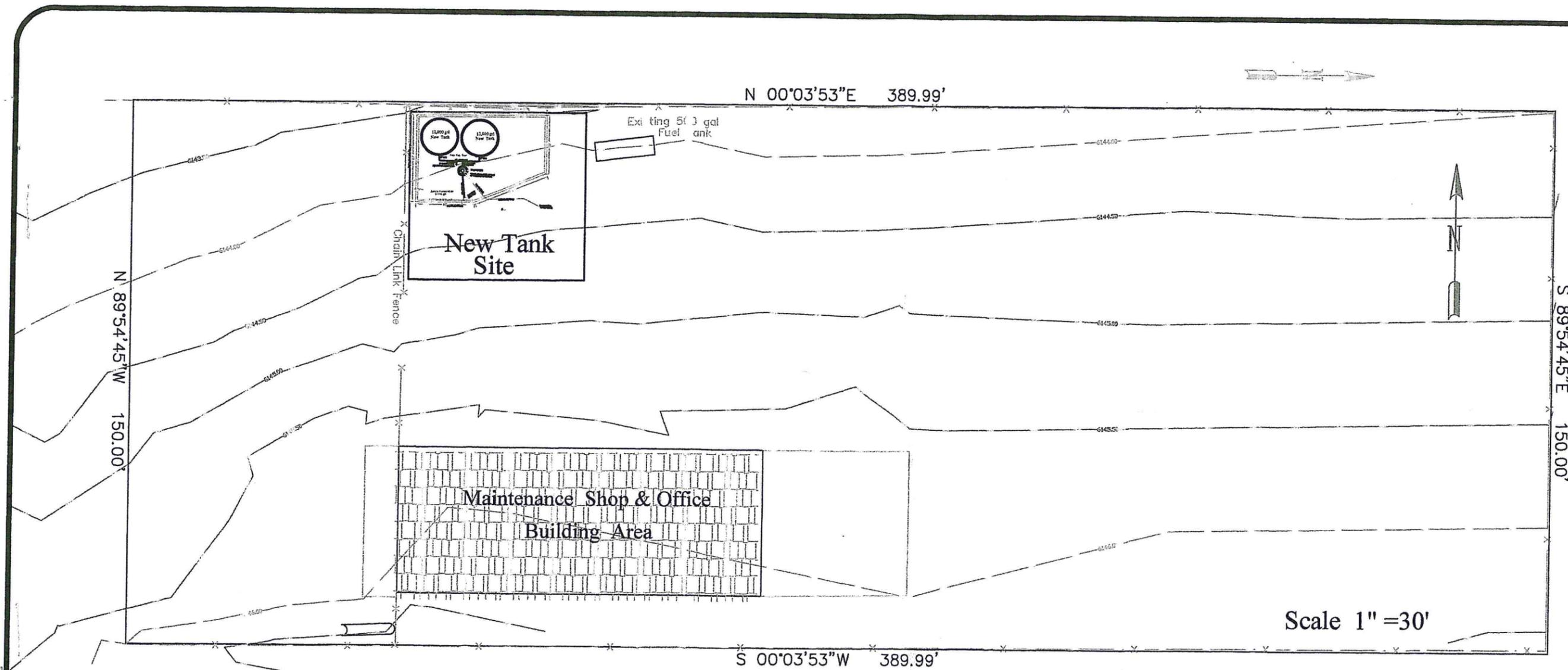
Sheriff 8.97 X 3 = 26.91

Emergency Services 1.18 X 3 = 3.54

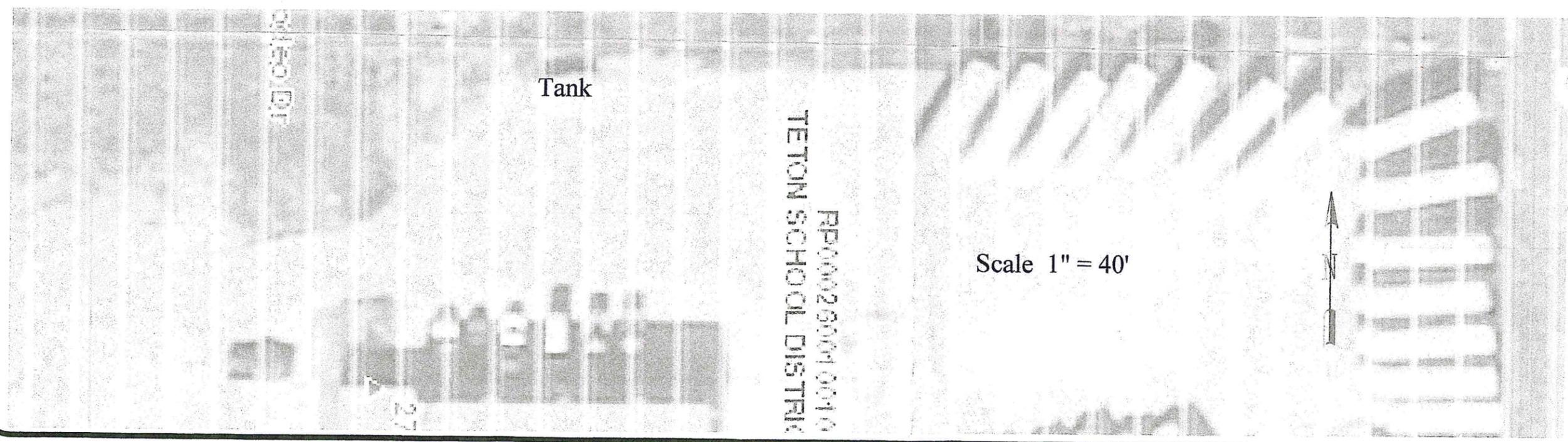
Circulation 20 X 3 X 37.09 = 2225.40

Total Due= \$2255.85

Applicant Signature: _____



Scale 1" = 30'



Scale 1" = 40'

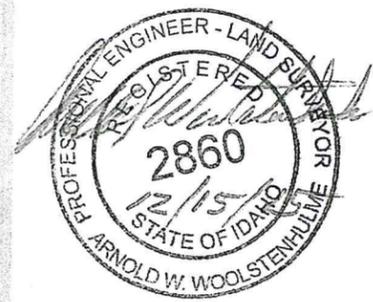
General Notes

No.	Revision/Issue	Date

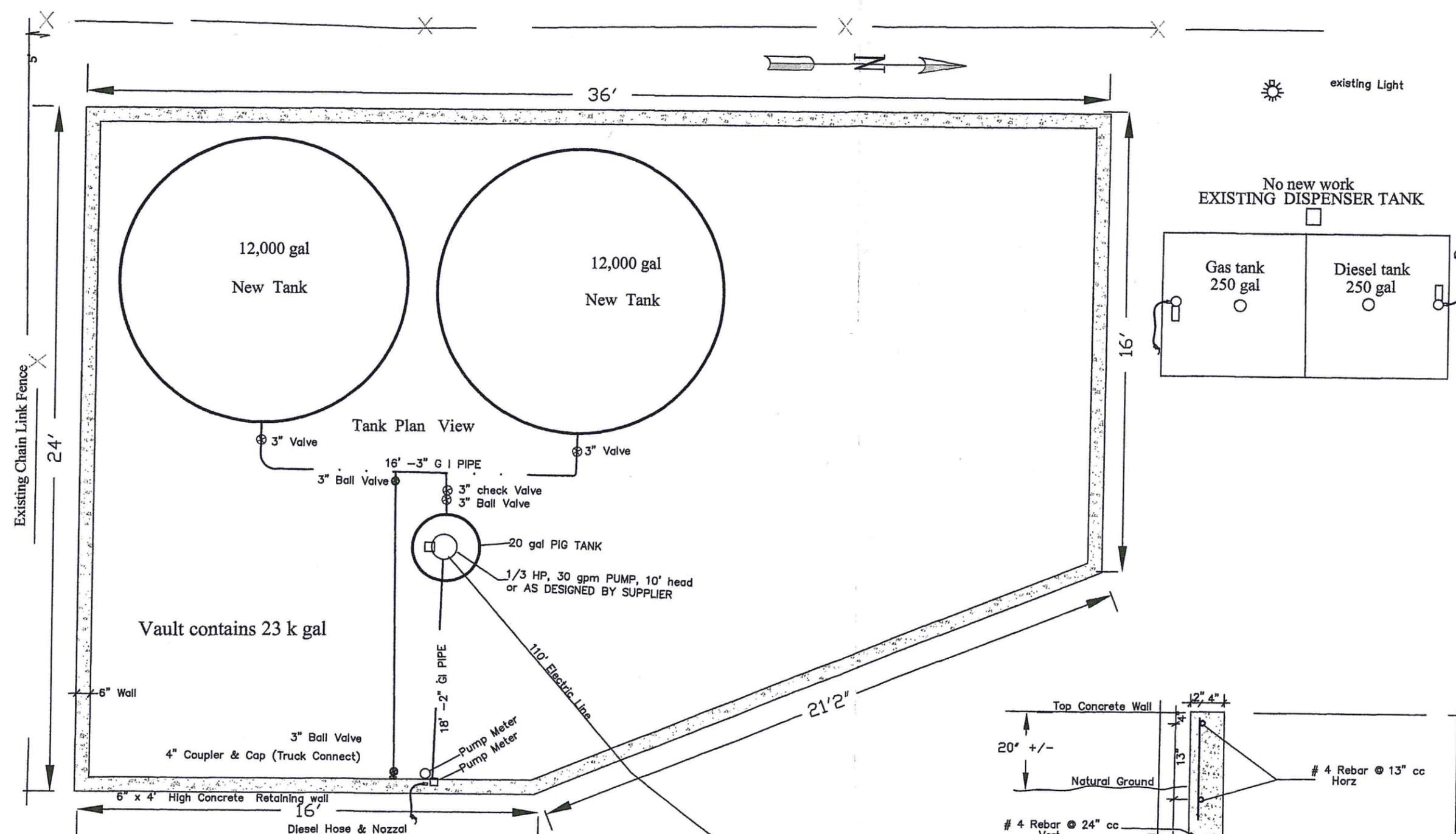
TSD 401 FUEL DEPOT
 40 Rodeo Drive
 Driggs, Teton County, Idaho

TSD 401
 % MONTE WOOLSTENHULME
 210 N MAIN STREET
 DRIGGS, ID 83422
 208-354-2207

AW ENGINEERING
 255 SOUTH MAIN P.O. BOX 139
 VICTOR, IDAHO 83455
 (208) 707-2992 aweng@idaho.net



Project	2015-153	Sheet	G-1
Date	1009-2015		
Scale	1" = 20 FT		



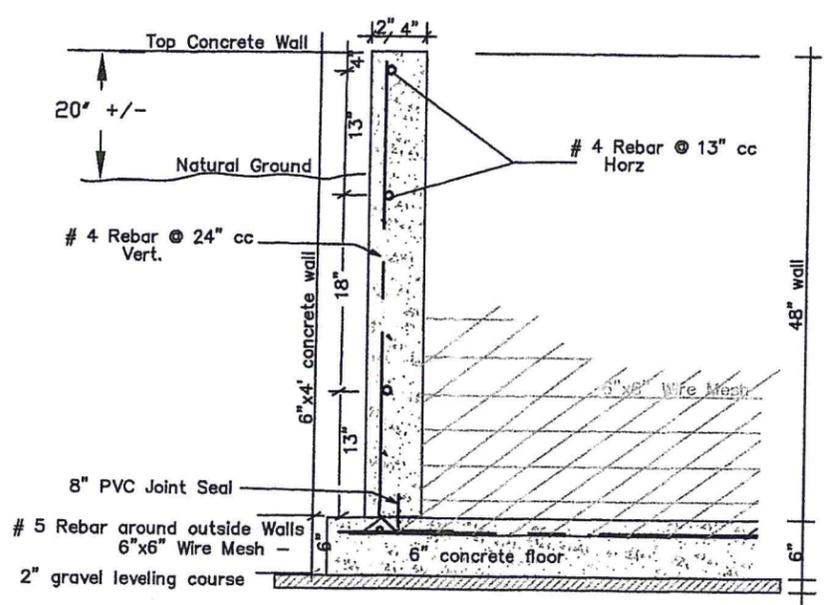
Scale 1" = 4'

2- Single Wall 12 k gal Tanks

Legend

	2" GALVANIZED PIPE		6" Concrete
	3" GALVANIZED PIPE		Shop Building
	3" BALL VALVES		# 4 Rebar
	1" TANK VENT		6"X6" Wire Mesh
	4" CAM QUICK COUPLER WITH CAP		

New 110 E/LINE to Shop Building Electric line by Others



Concrete Wall Detail Plan

PLANS for FUEL DEPOT

TSD 401 FUEL DEPOT
40 Rodeo Drive
Driggs, Teton County, Idaho

TSD 401
% MONTE WOOLSTENHULME
210 N MAIN STREET
DRIGGS, ID 83422
208354-2207

AW ENGINEERING
255 SOUTH MAIN P.O. BOX 138
VICTOR, IDAHO 83455
(208) 787-2532 aweng@idnet





Teton County Planning
150 Courthouse Drive, Room 107
Driggs, Idaho 83422
Phone: 208.354.2593
Fax: 208.354.8778

Request For Proposals

Scope of Work for Parcel/Lot Research

This scope of work will establish the deliverables provided by the Contract Researcher (“Contractor”) for Teton County (the “County”) for the preparation of a report of Teton County Split/Subdivision parcels. Teton County experienced rapid growth along with a subdivision ordinances (Title 9) that was amended multiple times starting in 1999. Recent research by Teton County staff has revealed a number of parcels that were created outside of the legally adopted process, Title 9. The purpose of this research is to identify lots that may have been created outside that process, thus putting their building rights into question. Teton County staff has also recognized that there is not a complete list of subdivisions that adequately tracks whether the subdivisions are in compliance with their approval requirements and their development agreements.

This scope is intended to provide the guidance for the timely research of Teton County parcels and subdivisions, to produce a complete list of parcels that may not have building rights along with a completed list of subdivisions and where they currently stand in comparison to the required conditions they were to meet.

Task 1: Analysis of Past Lots Splits/Parcels

The Contractor will research the process under which a list of identified 800 parent parcels were split. The list of RP#’S will be provided to the Contractor as will a summary of the Title 9 requirements for the identified date ranges. The Contractor will be responsible for determining 1) when the split occurred, 2) If it met the provisions under Title 9 of Teton County code to be considered a “legally created parcel”, 3) If the parcel had any additional actions (permits/splits) on it after the initial split. This research will require the Contractor to review deeds, surveys and other recorded documents.

Deliverables:

- Complete list of identified parent parcels and the parcels that were created from them, with the explanation of whether it went through a legally created process or not.
 - This list will need to include all deeds and surveys associated with the property since at least the first recorded deed prior to 1999.
- Documentation the Teton County Assessor can utilize to review taxing values (Planning Department will sit down with the Assessor to see what format would be beneficial).

Deliverable Date:

- May 1st, 2016

Task 2: Analysis of Subdivisions in Teton County

The Contractor will review the existing and partially completed Subdivision list and complete the list. To complete the list the Contractor will need to: 1) determine what were the requirements for each of approximately 350 subdivisions through the approval process, including the Development Agreement, 2) Review the documentation to determine what was completed, 3) possibly visit the site if the documentation is incomplete to determine what was completed. This research will require the Contractor to review subdivision files, recorded minutes, recorded plats and other recorded documents.

Deliverables:

- Completed subdivision list identifying subdivisions that are complete and those that are not and include the outstanding items.
- Documentation the Teton County Assessor can utilize to review taxing values (this would require sitting down with the Assessor to see what format would be beneficial).

Deliverable Date:

- May 1st, 2016

Available Resources

- Teton County Recorded Documents, including:
 - Plats
 - Surveys
 - Deeds
 - Development Agreements
 - Other
- Land Use Application Files-
 - One-Time-Only Splits (where available)
 - Subdivisions
- List of previously identified RP#'s
- Partially Completed Subdivision List
- Summary of Title 9 requirements for splits on any given date
- Teton County Staff will be available to provide support

Necessary Qualifications

- Familiarity/experience with research deeds and land trans actions
- Familiarity/experience with legal descriptions
- Familiarity/experience with using Teton County GIS Map
- Familiarity/experience with Teton County recorded documents
 - Experience with LaserFische software
 - Archive records search on the Teton County website
 - Experience with CAI software
- Ability to write a clear and concise report with the detailed findings.

Proposal Content

Proposals submitted shall include the following information:

1. Understanding. Consultant's understanding of project scope, required services, and work product.
2. Consultant Qualifications. Company profile, qualifications of specific individuals working on the project, individuals' roles and responsibilities, fees for services, examples of similar completed work and client references.
3. Timeframe. Overall project timeframe, including start date, deadlines by task, production of client and consultant deliverables.
4. Conditions and Exceptions. Specific conditions and/or performance exceptions necessary for project execution.
5. Estimated Cost of completion of the project

Award of Contract

1. The County shall select a consultant based upon the following criteria:
 - a. Demonstrated understanding of project scope and scope of consultant services.
 - b. Experience with deed research & understanding land transactions
 - c. Client references
 - d. Ability to work within recommended timeframe
 - e. Cost of services

Proposal Delivery

Proposals must be emailed in pdf format to Jason Boal, Teton County Planning and Building Administrator, by 11:00 PM, Wednesday, March 2, 2016. jboal@co.teton.id.us. The county reserves the right to reject any and all proposals. After review of proposals, the county may select one or more respondents to negotiate terms of contract.



FROM: Planning & Building Administrator Jason Boal
TO: Board of County Commissioners
RE: Unbuildable Parcel Determinations
MEETING: February 22nd, 2016

Staff has reviewed the inquiries that we have completed up to this point to identify a list of “potential” issues which explain how a parcel has become unbuildable. The list below identifies the issues along with a brief explanation of why it is an issue. I also identify current solutions available under the existing code. It should be noted that each individual parcel has unique circumstances which influence the available options to remedy the issue. Generally, all the options may be available to remedy a particular situation, with a few exceptions. Finally, I included a list of possible actions the county could discuss about additional remedies.

Staff’s recommendation is that we try to utilize the existing “approvals” (OTO or Subdivision) as much as possible. This would clarify any issues moving forward, provide specific approval for each property which is documented and not provide a large loophole that other property owners did not have opportunity for. I think there may be opportunity to provide some “relief” in obtaining these approvals, as long as they are specific and narrowly defined. Some of these relief options may include- 1) modification of fees & 2) modification of process. Staff would not recommend a “grandfathering” resolution or any resolutions that attempts to remedy the issues without specific property applications.

Possible reasons for no building rights:

1. Parcels deeded off without going through a division process-
 - a. Explanation- A parcel owner came into the county and records two or more new deeds dividing their property into two parcels. Starting in 1999 Teton County required the One-Time-Only process to review this type of split in order to create “legally created parcels” outside of the subdivision process.
 - b. Existing Solutions (See below): 1, 2, 3, 4.

2. Parcel created through an Ag Split-
 - a. Explanation- If deeded and recorded before 9-22-2003, Ag Splits were allowed one building permit. Parcels created after 9-22-2003 through the Ag Split were/are not eligible for a building permit.
 - b. Existing Solutions (See below): 1, 3, 4: One-Time-Only Division could never be used on Ag Splits. These cases require subdivision to make them buildable.

3. Parcel split through the OTO and did not meet the ordinances-
 - a. Explanation- We have identified at least five (5) reasons that what appears to be a correct process One-Time-Only was not in fact in conformance with the ordinance. These are splits where there is a survey that appears to be signed off by a county employee. It should be noted that the signature is not the issue, the issue is that the criteria identified in the ordinance, at the time the split happened, was not met. It should also be noted that there have been modifications to the OTO ordinance, but in most cases the only remedy to obtain building rights on these parcels is the subdivision process.

- i. Not valid because the parent parcel was created through an Ag Split. (*Ag Split parcels were not eligible for OTO's according to the ordinance*)
 - ii. Not valid because they did not meet the underlying zoning
 - 1. Minimum lot size of new parcels (*i.e. creating a one acre lot in the A-20 zone, where the minimum lot size is 20 acres, through the OTO*)- **Unless the parcel meets the underlying zoning requirements now (lot size), there is no remedy currently for these parcels to obtain building rights. The Land Use Code the PZC is working on would possibly change the minimum lot size to 1 acre, so as long as the overall density of the parent parcel and divided parcels meet the ordinance they would be eligible for the OTO, Land Division or Subdivision.**
 - 2. Minimum lot size of parent parcel to be eligible (*i.e. the parent parcel was only 10 acres when the ordinance requires the parcel to be 20 acres before it can be eligible for a OTO*). **See notes above about minimum lot size, as it applies here as well.**
 - iii. Not valid because the parent parcel was created through an “illegal” split, i.e. a process was not followed and parcel did not have building rights to begin with (*i.e. the parcel that applied to be split through the OTO was just deeded off from a larger parent parcel*)
 - iv. Not valid because the parent parcel was created through a OTO (*i.e. the parcel that applied to be split through the OTO was the product of a previous OTO*)
 - v. Not valid because the parent parcel was created through the Subdivision, and a plat amendment was required to split the property again. (*OTO's cannot be utilized for amending a plat, only un platted parcels*)
- b. Existing Solutions (See below): 1, 3, 4.
4. Parent parcel created through a Family Exemption and those conditions were not met-
 - a. Explanation- The ordinance required that the parcel be deeded to separate family members, only once, had to maintain deed for a number of years, etc. (*I don't think we've had any of these yet, but we did have a family exemption that met the rules, so the lots were considered buildable*)
 - b. Existing Solutions (See below): 1, 2, 3, 4.
5. Parcel is part of a subdivision that has not been completed-
 - a. Explanation- Technically the lot has building rights because it's platted, however it may not be eligible for a building permit and/or certificate of occupancy at this time because the development as a whole is out of compliance with the conditions of approval or the development agreement.
 - b. Existing Solutions- The solution here is for the development to come into compliance with the requirements. This may take action by multiple land owners, the HOA or the “developer” to complete these requirements and have them signed off by the county.

Current Solutions for Obtaining Building Rights on Currently Unbuildable Lots:

Current solutions allowed by Title 9 include-

1. **Record Deeds Identifying one of the parcels that was previously created as buildable and the others as unbuildable.** (*This is usually not a very viable option as often times the parcels are in different ownerships and/or have passed through several ownerships from the entity that split them.*)
2. **“Retroactive” One-Time-Only**
 - a. This solution requires the applicant to submit all of the items currently required for a OTO, including:
 - i. Application- We would require all owners of parcels created from the parent parcel to sign any application, if they want building rights.
 - ii. A new updated survey (they can utilize the surveyor and data of an old survey, if one was completed)

- iii. New deeds
- iv. Fee- \$206 & \$200 Survey review fee
- v. Outside Costs-
 - 1. Survey/Deeds
 - 2. Recording Fees
- vi. Time to Complete- this application is highly dependent on the applicant and the surveyor/engineer they use for the survey. Staff usually provides comments for revisions back to the applicant within two-weeks of receiving the application. Once the revisions are satisfied final documents can be created, signed and recorded.

3. Two-Lot Subdivision

- a. This solution requires the applicant to submit all of the items currently required for Two-Lot Subdivision:
 - i. Application- We would require all owners of parcels created from the parent parcel to sign any application, if they want building rights.
 - ii. Plat
 - iii. County Fee- \$1,000
 - 1. Survey Review Fee- \$350
 - iv. Outside Costs-
 - 1. Plat & Improvement Plans (storm water plans, utilities, roads, etc.)
 - 2. Possible Studies (See Notes)
 - 3. Recording Fees
 - v. Time to complete
 - 1. If the parcels are outside an overlay they do require 3 public hearings- Best case scenario is 4 months (not realistic).
 - 2. If the parcel is in an overlay it requires an additional public hearing (4 total)- best case scenario 4 months (not realistic).
 - vi. Notes
 - 1. Two Lot Subdivisions do not require fire protection (fire ponds)
 - 2. Depending on the location, there may be habitat, NP or other studies required in addition to the application and plat.

4. Three or more -Lot Subdivision

- i. Application
- ii. Plat
- iii. County Fee- \$2,139
 - 1. Survey Review Fee- \$350
- iv. Outside Costs-
 - 1. Plat & Improvement Plans (storm water plans, utilities, roads, etc.)
 - 2. Possible Studies (See Notes)
 - 3. Recording Fees
- v. Time to complete
 - 1. If the parcels are outside an overlay they do require 3 public hearings- Best case scenario is 4 months (not realistic).
 - 2. If the parcel is in an overlay it requires an additional public hearing (4 total)- best case scenario 4 months (not realistic).
- vi. Notes
 - 1. Three or more lots in a subdivision does trigger the fire protection requirement.
 - 2. Depending on the location, there may be habitat, NP or other studies required in addition to the application and plat.

Possible “Additional” Remedies to Aid in the Obtaining Building Rights on Currently Unbuildable Lots:

The BoCC could pass a resolution detailing the specific issues and remedies you are seeking to address.

1. **Fee Waiver/Reduction-** The fees for the following could be waived or reduced. It should be noted that these fees are intended to cover: staff time, noticing requirements, PZC/BoCC stipends/time and supplies. These costs will need to be paid for or covered by another source. Also, in some cases there have been fees paid to the county in the past for a process of dividing the land.
 - a. OTO Application Fee
 - b. 2 Lot Subdivision Fee
 - c. 3- 7 Lot Subdivision Fee
 - d. Survey Review Fee

2. **Modification of Process** – This would modify the process that applicants would need to go through to obtain approval. One of the complaints we have heard is the amount of time it will take to come into compliance.
 - a. OTO- This really is the simplest process available and I don’t see any way of simplifying it.
 - b. Subdivisions- State Code 67-6513 does not require a public hearing for the approval of a subdivision. The BoCC could hold a public hearing to adopt a “special” subdivision process that would modify the process (Concept, Preliminary, and Final approval) and the number of PZC and BoCC meetings required for applicants who are seeking to come into compliance. It could be similar to the process for Plat Amendments, for example. This ordinance could be made very narrow (i.e. only for 2 lot subdivisions that meet the current zoning requirements and have a record of survey recorded with the county prior to 2010) and “sunset” or automatically become void after a period of time. Another option to narrowly define the eligible applicants and make it more equitable, would be to allow the modified process only available to those who have applied/paid to the county in the past for approval.

3. **Modification of Requirements-** This would change the requirements an applicant would have to meet in order to obtain approval. Staff is leery of any action taken in this regard. There are property owners who have met the requirements of the code to obtain approval since 1999. I am sure there are also property owners who were denied or didn’t apply because they could not meet the requirements.

In any case, some examples of these modifications could include:

 - a. Submittal requirements for:
 - i. OTO
 - ii. Subdivision
 1. Plans required for submittal, such as storm-water, wildlife habitat, NP study
 - b. Lot size requirements
 - c. Parent Parcel Requirements (*How the parent parcel was created. So for example an Ag Split Parcel could be eligible for an OTO, or a deeded property could be eligible for an OTO.*)

4. **Potential Changes in the new Land Use Code which may provide additional remedies-**
 - a. The new Land Use Code does modify the lot size requirements, so that past divisions that did not meet the lot size requirements, but would meet the density standards, would have the ability to apply for a retro-active OTO, Land Division or Subdivision.
 - b. The New Land Use Code does provide additional division options that we do not currently have: Land Division and Short Plat. These division options may provide some land owners additional options, with reduced standards from the Full-Plat Subdivision that they currently do not have.

Teton County, Idaho Land Use Code & Comp Plan

Goals and Associated Policies from the Comprehensive Plan that must be addressed in the New Land Use Development Code	Location in the proposed Land Use Development Code	Strategy for Addressing Goals/Policies in the Proposed Land Use Development Code
<i>Goal ED 2: Preserve our rural character and heritage and promote local agricultural industries.</i>		
2.1 Encourage development and land use proposals that support prime economic values of rural character and heritage.	<p>Article 1 General Provisions-1.1.2.D.4 Intent; §1.2.1 Rural Districts - Zoning District; Article 3 Rural Districts- Rural Ag., Lowland Ag., Foothills, Ag. Rural Neighborhood; Article 7 Civic/Open Space Districts- Parks & Recreation, Preservation; Article 10 Uses Provisions; Article 13 Property Development Plan Zoning Map</p>	<p>"Rural Character" could be defined a number of ways. In the Comp Plan there is this description- "The western slope, valley floor and northern plains have a rural character with an abundance of productive farms, lower density residential areas, rivers, creeks, forested foothills and wildlife." This code focuses the approval criteria on "good" design, which includes consideration of the existing conditions of the property, the rural nature of the county, and how the proposal can maintain that which is "valuable". The uses that are identified in Article 10 are intended to be uses that are appropriate in the rural county and not in the cities. The dedication of open space (which in some zones may include agricultural land) preserves the land for agricultural uses. Lower density in the rural county and not permitting commercial zoning in the rural portion of the county will also aid in maintaining the rural character.</p>
2.3 Promote smart growth strategies that help preserve rural character by enhancing existing communities and directing development towards them.	<p>Article 3- Rural Districts; Article 10- Use Provisions; Zoning Map</p>	<p>The document "Putting Smart Growth to Work in Rural Communities" identifies 3 main goals for implementing Smart Growth Principles: Support the Rural Landscape, Help Existing Place Thrive, and Create Great New Places. There are tools and strategies under each of these goals that this code clearly works toward. Goal 1 strategies addressed include: 1.a Ensure the viability of the resource economy in the region-(This code aims to preserve Agricultural Land by including it in dedicated open space and identifying it as a priority for preservation in the development design process); 1.d. Link rural land preservation strategies and green building approaches to great neighborhoods (This code requires the dedication of open space for any new subdivision.) Goal 2 strategies addressed include: 2.d. Foster economic development in existing downtowns (This code transitions "commercial" uses out of the county. There will not be any Commercial zoning designation within the rural county to encourage commercial growth within the cities and downtown.); Goal 3 strategies addressed include: 3.a. Update strategic and policy documents to accommodate new growth through compact and contiguous development (This code does require open space to be contiguous and infrastructure be designed to accommodate future growth. These requirements will allow new development to be clustered and contiguous.); 3.b. Reform policies to make it easy for developers to build compact, walkable, mixed-use places (In the county, we are not encouraging "mixed-use", but by changing the minimum lot size and requiring the dedication of open space, the ability to develop compact, clustered, and walkable communities is easier than it has ever been.)</p>
2.5 Encourage development that adheres to environmental standards.	<p>Article 13- Property Development Plan</p>	<p>The strategy behind Article 13 is to make it clear what plans need to be developed, or what considerations need to be made by an applicant as they are designing their development. These considerations focus on environmental standards (Riparian/wetland/floodplain standards, steep slope standards, wildlife habitat standards, grading standards, stormwater standards, nutrient-pathogen standards, vegetative management plan and wildfire standards)</p>
<i>Goal ED 3: Recognize that tourism and lifestyle are fundamental components of our economy and are dependent on healthy natural resources.</i>		
3.2. Conserve Teton County's natural resources in order to enhance economic development.	<p>Article 3 Rural Districts- 3.7 Open Space; Article 7 Civic/Open Space Districts- 7.2 REC, §7.3 PRS; Article 9 Special Districts- 9.2 Flood Damage Prevention Overlay, 9.3 Scenic Corridor Overlay, 9.4 Transferred Development Rights; Article 10 Use Provisions- 10.7 Recreational uses, 10.4.2 Civic Open Space; Article 13 Property Development Plan- 13.3.8 Wildlife Feeding Plan; 13.3.9 Wildlife Habitat Protection Plan; 13.3.5 Vegetation Management Plan; 13.3.15 Access Management Plan (E.7 Access to recreation); Article 14 Administration</p>	<p>Admittedly, this code focuses more on the conservation of the County's natural resources than economic development. Each new district has assets or resources that must be considered when a development is applied for. Also, by requiring "primary" and "secondary" open space be the first consideration of design, it places the conservation of natural resources at the forefront of the approval process. The code also incorporates a Preservation Zone, which allows the county to be responsible for monitoring the use of areas in that zone.</p>
<i>Goal ED 4: Accommodate additional population by supporting development that is economically responsible to the County and the community.</i>		
4.1 Assess the public service requirements of new developments and weigh their off-site impacts against projected changes in revenue before approving new developments.	<p>Article 13 Property Development Plan-13.3.15 Public Services/Fiscal Analysis</p>	<p>This section's intent is "to ensure that development is not placing a greater burden on the taxpayers of Teton County than can be offset through improved property values." It will require the applicant to conduct an analysis (with County provided parameters) to ensure the cost/benefit for the taxpayers is part of the approval process.</p>
4.2 Support local retail by placing adequate residential density in close proximity to businesses.	<p>Article 3 Rural Districts- 3.4 Agricultural Rural Neighborhood, 3.5 Rural Cluster Zoning Map</p>	<p>The county is transitioning away from allowing retail outside of city boundaries. The highest density zones are those that would be located closest to the cities.</p>
4.3 Consider the economic impact of supply and demand in residential development.	<p>Article 13 Property Development Plan-13.3.15 Public Services/Fiscal Analysis</p>	<p>See ED 4.1 comments above. This goal is vague and it is not clear what/who should be given "consideration". There are property owners and potential property owners who sit on different sides of the "supply and demand" curve. It is my opinion that the economic impacts that should be considered be those of the taxpayers, through services provided.</p>
4.4 Utilize a variety of regulatory and incentive-based tools to reduce density in sensitive areas and encourage density in areas where services exist.	<p>Article 3 Rural Districts- 3.7 Open space Article 9 Special Districts- 9.4 Transferred Development Rights Article 13 Property Development Plan-</p>	<p>There is the ability to utilize offsite open space in Article 3. This will allow sensitive areas, away from the proposed development, to be preserved. This will allow the development to happen in appropriate areas (ARN District). There is also the ability to transfer the development rights off of land with sensitive features and utilize that density in the ARN District. The TDR does incentivize the transferring of "lots" out of the FH, LA, and RA zones.</p>
4.5 Limit commercial retail business to Driggs, Victor, and Tetonla.	<p>Article 5 Mixed Use Districts Zoning Map Article 10 Use Provisions</p>	<p>There are no commercial districts in the county, and the Mixed Use Districts will be limited to the AOI.</p>
4.6 Provide a variety of housing types that are accessible to a socially and economically diverse population.	<p>Article 8 Building Types</p>	<p>Article 8 identifies a multitude of housing types. Some of these are not available in certain zones due to the limitation of services. However, as we work with the cities on a new AOI agreement, areas for each building type will be identified.</p>
4.7 Encourage creative economic solutions such as live-work opportunities and appropriate home businesses.	<p>Article 5 Mixed Use Districts- 5.7 Industrial Flex Article 10 Use Provisions- 10.9.6 Home Businesses, 10.9.7 Home Industry, 10.9.8 Home Occupations.</p>	<p>The Industrial Flex zone is intended to provide live/work and residential/shop type uses. Article 10 identifies 3 different types of "home occupations" that are intended to allow uses at an incubator level in residential zones. They have varying requirements based on the intensity of the use, so it will be appropriate in a rural district.</p>
4.8 Encourage the development of low-density, high-quality neighborhoods adjacent to existing cities.	<p>Article 3 Rural Districts- 3.4 Agricultural Rural Neighborhood, 3.5 Rural Cluster Article 13 Property Development Plan Article 14 Administration</p>	<p>These are the zones that would be implemented in the AOI. They are lower density than what the city has, and thus provide a transition from the city to the rural county. The development standards in Article 3 and the Property Development Plan in Article 13, along with the approval process in Article 14 are intended to develop "high quality neighborhoods"</p>
4.9 Maintain rural areas that encourage farming and ranching and support low density residential development.	<p>Article 3- Rural Districts; Zoning Map</p>	<p>The Rural Zones have variable density based on the type/intensity of the development. One of the intents for required open space and identifying the assets in each district is to maintain agricultural opportunities.</p>
<i>Goal ED 5: Support the development of a Communications Master Plan.</i>		
5.1 Identify corridors and policy for future communication lines and cellular towers appropriate to the surroundings.	<p>Not addressed by a Land Use Development Code</p>	<p>This goal needs to be accomplished through a Communications Master Plan. The Land Use Development Code does maintain and require utility easements and regulate cell towers, but there is no identification of corridors or development of policies in this document.</p>

Goal T 1: Provide well-maintained transportation infrastructure including roads, paved pathways, and sidewalks.		
1.4 Adopt a variety of design standards for all transportation infrastructure.	Article 12 Streets and Public Improvements	Article 12 identifies standards for roads, driveways, and trails.
Goal T 2: Create convenient, safe, timely, financially sustainable, and efficient options for multimodal* transportation that satisfies a multitude of needs.		
2.5 Support the improvement and development of park & ride facilities.	Not addressed by a Land Use Development Code	This is more appropriate in a transportation plan and not a Land Use Development Code
Goal T 3: Provide a well-connected transportation network within Teton Valley and within the region.		
3.1 Improve gateway and wayfinding signage information into and within Teton Valley and its cities.	Not addressed by a Land Use Development Code	Teton County has worked with the City of Driggs on a wayfinding plan.
	Article 12 Streets and Public Improvements-12.6.4 Required Standards	The proper document to plan and develop these trails would be a Master Trail Plan. Article 12 does reference a future Teton County Pathway System Plan, in hopes that when that plan is developed and adopted, new development would be required to construct or connect to it.
3.2 Develop trails and pathways, where appropriate, to connect all communities within the County to adjacent communities, recreation areas, and amenities.		
	Article 12 Streets and Public Improvements-12.4 New Streets	Transit/bicycle and pedestrian oriented development is much more difficult in rural areas. The intent of new streets is to provide "adequate accommodations for vehicles, cyclists, and pedestrians". As mentioned in T3.2, it is anticipated that a Master Pathway Plan is developed and adopted, which would require development to connect to that system.
3.3 Support development that is transit, pedestrian, and bicycle friendly.		
	Article 12 Streets and Public Improvements- 12.1. General Provisions; 12.2. Blocks, Lots, Access; 12.3. Existing Streets; 12.4. New Streets	Article 12 identifies requirements for new streets, including block length, required shared access, stub roads (for future development), and street layout.
3.4 Promote connectivity through design of well-connected local street systems and pathways.	Not addressed by a Land Use Development Code	This identification was done in the Comprehensive Plan and the Transportation Plan. A Master Transportation Plan is where a build out analysis, future needs, and maintenance schedules should be found, not a Land Use Development Code.
3.5 Identify major transportation corridors (existing or new) and preserve, maintain, and develop them for future needs.	Not addressed by a Land Use Development Code	This identification should be done in a Transportation Plan. A Master Transportation Plan is where a build out analysis, future needs, current capacities, and maintenance schedules should be found, not a Land Use Development Code.
3.6 Identify alternate routes for inter-county commuting.	Not addressed by a Land Use Development Code	A Master Transportation Plan is where a build out analysis, future needs, current capacities, and maintenance schedules should be found, not a Land Use Development Code.
3.10 Improve/increase intercity connections to and from Teton Valley.		
	Article 12 Streets and Public Improvements- Article 13 Property Development Plan-13.3.16 Traffic Impact Study, 13.3.19 Access Management Plan	Development with a large transportation impact will be required to conduct a Traffic Impact Study, as well as an Access Management Plan, to ensure access and proposed (existing) infrastructure can adequately handle the increased traffic impact. It is the intent of Article 12.2 to design streets so that they do not negatively impact emergency services.
3.11 In locations where a large number of structures are served by a single transportation route, the transportation infrastructure should be evaluated with consideration to the feasibility of providing residential and commercial properties with a secondary route for access and egress to facilitate timely and safe evacuations in the event of a natural disaster.		
Goal T 4: Develop transportation appropriate for a rural community, respectful of the unique character of Teton Valley.		
	Article 13 Property Development Plan-13.3.16 Traffic Impact Study, 13.3.19 Access Management Plan, 13.3.11. Public Service/Fiscal Analysis Article 14 Administration- 14.2.2 Review Authority	The Land Use Development Code will provide the Public Works Director and ITD adequate information through the application process for development so that transportation impacts, future needs, and current conditions can be considered and included in the decision making process.
4.3 Coordinate and integrate land use and transportation planning and development to ensure that they mutually support overall community goals.	Article 13 Property Development Plan- 13.3.19 Access Management Plan,	The purpose of this portion of the PDP is to ensure that the standards adopted by ITD and Teton County Public works are being met.
4.4 Develop access management policies for future development (for both state highways and rural county roads).		
Goal T 5: Support continued improvements to the Driggs Memorial Airport to support Teton County's aviation needs.		
5.1 Support implementation of the 2011 Driggs Memorial Airport Master Plan and updates, as adopted, to ensure that the airport can meet projected needs.	Article 9 Special Districts- 9.1. Airport Vicinity Overlay	Division 9.1 adopts the 2011 Driggs Memorial Airport Master Plan standards to ensure that development within the vicinity of the airport meets the requirements.
Goal NROR 1: Conserve our public lands, trail systems, and natural resources (air, water, wildlife, fisheries, wetlands, dark skies, viewsheds, soundscape, soils, open space, and native vegetation).		
	Article 3 Rural Districts- 3.1 Rural Agriculture, 3.2 Lowland Agriculture, 3.3 Foothills, 3.7 Open Space Article 7 Civic/Open Space Districts- 7.3 Preservation Article 13 Property Development Plan-13.3.1. Riparian Buffer Plan, 13.3.5 Steep Slope Analysis, 13.3.6 Grading Plan, 13.3.7 Vegetative Management Plan, 13.3.13 Wildlife Habitat Protection Plan, 13.3.14 Nutrient Pathogen Evaluation, 13.3.18 Stormwater Plan	The overall strategy that was used in developing this code boils down to two key points, which happen to conserve and enhance biodiversity. The key points are 1) with less disturbance from development, there is less impact on the ecosystem, and 2) the ecosystem needs to be the starting point in designing a development. These key points are threaded through Article 3, as assets are identified for each Rural District, as open space is required, and as standards for the open space are identified. In Article 7, we find a new district that is developed specifically to protect areas of special interest, including native ecosystems. Finally, in Article 13, there are specific plans and standards an applicant must meet in order to ensure the ecosystem is being considered into the design of the development and the unnecessary impact to the ecosystem are avoided.
1.2 Conserve and enhance biodiversity and native ecosystems.		
	Not addressed in the Land Use Development Code	These inventories have not been completed. The way the Land Use Development Code is formatted, it will be easy to incorporate these inventories into the Code. The individual sections of Article 13 can easily be updated, deleted, or portions added without impacting the Code.
1.3 Regularly update all natural and scenic resource inventories, to assess the incremental impacts of development on the resource and as a basis for regulatory amendments, as necessary.		
	Article 12 Streets and Public Improvements 12.5 Utilities	The Land Use Development Code does require new residential developments to hook into municipal water systems and/or provide a public water system. (As of 1/20/2015, we are still working out the specific criteria for when it has to connect or be provided.
1.4 Work with municipalities and public water systems to ensure safe and adequate drinking water.		
	Article 13 Property Development Plan-13.3.1 Riparian Areas & Setbacks, 13.3.14 Nutrient Pathogen Evaluation, 13.3.8 Stormwater Management Plan	This goal is accomplished in 3 main ways: 1) require larger setbacks from streams, floodplains, rivers, and wetlands to minimize the impact on these areas, 2) require NP studies where development is proposed in areas that may have an impact on water quality, and 3) require that development properly manage stormwater to decrease the impacts from runoff.
1.6 Encourage the conservation of high water quality in rivers and streams.		
Goal NROR 2: Enhance and preserve our access to public lands and recognize the need to accommodate different user groups in a way that minimizes user conflict and damage to natural resources.		
2.6 Work with state and federal agencies and private landowners to protect environmentally-sensitive areas from resource degradation.	Article 13 Property Development Plan- Article 14 Administration-14.2.2 Review Authority	The purpose of Article 13 is for the applicant to produce a detailed plan for what they are proposing to do with their property. Portions of Article 13 (Wildlife Habitat Plan and the NP Study) are specifically reviewed by state agencies. The development review process found in Article 14 provides the opportunity for state and federal agencies to participate in the review of applications through the DRC process.
Goal NROR 3: Provide and promote exceptional recreational opportunities for all types of users (including but not limited to biking, skiing, fishing, off-highway vehicle use, target practice, hunting, trail users, equestrians, boating, and non-motorized flight) as a means for economic development and enhanced quality of life.		
	Article 13 Property Development Plan-13.3.19 Access Management Plan Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions	This portion of the PDP is intended to identify existing access to public lands and how the applicant proposes to maintain/improve that access. These public access points should also be included in the open space for a development.
3.1 Enhance and improve all-season access to public lands and waterways, except where necessary to protect areas from environmental degradation, negative impact to wildlife habitat, or to protect public safety.		
Goal NROR 4: Balance private property rights and protection of our natural resources.		

4.1 Ensure that development regulations balance natural resources protection, viewshed protection, and growth, are clear and predictable, and preserve the economic value of the land.	Article 13 Property Development Plan-	Article 13 utilizes the idea of inventorying what is there 1st and then looking at the development desires to ensure the development will still be economically viable.
<i>Goal NROR 5: Recognize, respect and/or mitigate natural hazards, including but not limited to flooding, earthquakes, landslides, radon, and fires.</i>		
5.1 Ensure that regulations minimize the detrimental effects of natural hazards and their inherent risks.	<p>Flooding: Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions, Article 9 Special Districts- Div. 9.2 Flood Damage Prevention Overlay, Article 13 Property Development Plan- 13.3.1 Riparian Buffer</p> <p>Wildfire: Article 3 Rural Districts- Div. 3.3 Foothills, Div. 3.7 Open Space in Subdivisions, Article 12 Streets and Public Improvements Div 12.4.11 Fire Code Compliance, Article 13 Property Development Plan 13.3.6 Wildfire Hazard Mitigation Plan, 13.3.26 Fire Protection</p> <p>Other Hazards: Article 12 Streets and Public Improvements-Div 12.2 Blocks, Lot, Access; Article 13 Property Development Plan Div. 13.3.19. Geotechnical Report, 13.3.5. Steep Slopes Plan</p>	<p>Flooding: There are several steps being made to minimize the risks associated with flooding: 1) Floodplains are being identified as priority open space in subdivisions. This will set this land aside and prevent development on it, 2) We are establishing a setback from the floodplain to reduce the risk of flood damage, and 3) Where there is no other option for developing on the land outside the floodplain, we have specific standards in place for that development.</p> <p>Wildfire: Subdivisions and developments are required to meet the Fire Code for access, develop wild fire protection plans if they are in a high risk area, and set aside areas with steep slopes and high wildfire risk as open space.</p> <p>Other Hazards: New roads and access points need to be designed so they do "not negatively impact emergency services". There will also be a geotechnical report requirement for large developments in risk prone areas.</p>
5.2 Hazardous areas that present danger to life and property from flood, forest fire, steep slopes, erosion, unstable soil, subsidence or other hazards will be delineated, and development in such areas will be carefully controlled or prohibited by a rigorous building code and permitting process.	<p>Flooding: Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions, Article 9 Special Districts- Div. 9.2 Flood Damage Prevention Overlay, Article 13 Property Development Plan- 13.3.1 Riparian Buffer</p> <p>Wildfire: Article 3 Rural Districts- Div. 3.3 Foothills, Div. 3.7 Open Space in Subdivisions, Article 12 Streets and Public Improvements Div 12.4.11 Fire Code Compliance, Article 13 Property Development Plan 13.3.6 Wildfire Hazard Mitigation Plan</p> <p>Other Hazards: Article 12 Streets and Public Improvements-Div 12.2 Blocks, Lot, Access; Article 13 Property Development Plan Div. 13.3.19. Geotechnical Report, 13.3.5 Steep Slopes Plan</p>	<p>Flooding: There are several steps being made to minimize the risks associated with flooding: 1) Floodplains are being identified as priority open space in subdivisions. This will set this land aside and prevent development on it, 2) We are establishing a setback from the floodplain to reduce the risk of flood damage, and 3) Where there is no other option for developing on the land outside the floodplain we have specific standards in place for that development.</p> <p>Wildfire: Subdivisions and developments are required to meet the Fire Code for access, develop wild fire protection plans if they are in a high risk area and set aside areas with steep slopes and high wildfire risk as open space.</p> <p>Other Hazards: New roads and access points need to be designed so they do "not negatively impact emergency services". There will also be a geotechnical report requirement for large developments in risk prone areas.</p>
<i>Goal NROR 6: Promote natural resource protection by a variety of means including financial compensation for willing buyer/willing seller agreements that promote open space acquisition and land and water easements.</i>		
6.3 Support and work actively to facilitate the transfer of ecologically sensitive and rural lands development rights to:	Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions; Article 9 Special Districts- Div.9.4. Transferred Development Right Receiving Area Overlay	This code provides an opportunity for subdivisions in the Agricultural Rural Neighborhood (ARN), which is found in the Ductor area, to utilize open space elsewhere in the county, where sensitive areas are more likely to be found.
6.3.1 Conserve sensitive wildlife habitats (wildlife breeding, transitional and wintering habitats and movement corridors; riparian areas etc.);		This code also provides a mechanism for transferring the development rights off of land in the Foothills, Lowland Agriculture, and Rural Agricultural zones into the ARN zone. This option will provide an opportunity to preserve rural lands while placing density in a more appropriate area.
6.3.2 Provide permanent protection of significant natural resources;		
6.3.3 Increase the regional open space system and link other permanently protected public and private lands; and		
6.3.4 Promote lower density development in the Rural Areas.		
<i>Goal NROR 7: On public lands and accesses, balance recreation with protection of natural resources.</i>		
7.1 Allow only low-impact activities in sensitive resource areas and higher impact activities in resource areas of less sensitivity.	Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions; Article 7 Civic/Open Space Districts- Div. 7.2 Parks & Recreation, 7.3 Preservation; Article 10 Use Provisions; Article 13 Property Development Plan- Div. 13.3.1 Riparian Buffers	This code focuses on identifying the "sensitive resource" areas through the development process. Once they are identified, they can then be categorized properly. There are several ways of categorizing them, "Priority- open space", "Riparian Buffer", or even Preservation, which leads to differing allowed uses.
7.3 Encourage siting structural improvements in areas that will result in the least amount of natural resource impact.	Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions; Article 13 Property Development Plan	Step 1) is to identify where the sensitive areas are located through the Property Development Plan, Step 2) is to ensure development is consistent with the standards put in place to reduce encroachment into sensitive areas, and finally Step 3) is to ensure the development is constructed in compliance with the approvals and standards.
<i>Goal NROR 8: Respect sensitive habitat and migration areas for wildlife.</i>		
8.1 Teton County recognizes that wildlife and wildlife habitats provide economic, recreational, and environmental benefits for the residents and visitors of Teton County. Land development decisions will strongly weigh the needs of wildlife to protect the inherent values that they provide.	Article 13 Property Development Plan- Div. 13.3.11 Wildlife Feeding Plan, Div. 13.3.13 Wildlife Habitat Protection Plan Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions	This code recognizes the importance of wildlife habitat and works towards minimizing the impacts to it, ensuring reserved areas are connected, and the most sensitive areas are set aside.
8.2 Work with landowners, the Idaho Department of Fish and Game, other state and federal agencies, non-governmental organizations, and other natural resources professionals to utilize wildlife habitat and species information and other tools (such as Western Governors Association Crucial Habitat Assessment Tool and the Wildlife Overlay Map), including new information as it becomes available, to make land use and site planning decisions.	Article 13 Property Development Plan- Div. 13.3.11 Wildlife Feeding Plan, Div. 13.3.13 Wildlife Habitat Protection Plan	Teton County has been working closely with IDFG to ensure the standards and regulations we have coincide with State-wide plans, local knowledge, and local needs.
8.3 Minimize the cumulative impacts of development on wildlife and wildlife habitat.	Article 3 Rural Districts; Article 13 Property Development Plan- Div. 13.3.11 Wildlife Feeding Plan, Div. 13.3.13 Wildlife Habitat Protection Plan	It is proposed that the overall density be reduced in the county. This, in combination with the criteria for development being proposed, will be a large decrease on the impact of wildlife habitat through the development process.
8.4 Protect and/or improve the diversity of native vegetation.	Article 3 Rural Districts- Div. 3.7 Open Space; Article 7 Civic/Open Space Districts- Div. 7.2 REC, 7.3 PRS; Article 13 Property Development Plan 13.3.8 Wildlife Feeding Plan; 13.3.9 Wildlife Habitat Protection Plan; 13.3.5 Vegetation Management Plan;	Native vegetation is a priority open space, as well as a focus of the Property Development Plan. By addressing the preservation of the native vegetation, it is anticipated that the diversity will continue to flourish. It should be mentioned that the Vegetation Management Plan focuses on utilizing native seed and plantings for revegetation purposes.
8.5 Protect and improve riparian and aquatic habitats.	Article 13 Property Development Plan Div. 13.3.1 Riparian Buffers	In Article 13, there are setbacks that will require development to happen outside of the riparian areas, wetlands, and floodplains.
8.6 A Wildlife Impact Mitigation Plan shall be developed for any development project which impacts an important habitat or which presents concerns of detrimental human-wildlife interaction. Requirements and performance standards for the mitigation plan shall be clearly established in the Zoning and/or Subdivision Ordinance and shall be the basis for approval of the plan.	Article 13 Property Development Plan- 13.3.8 Wildlife Feeding Plan; 13.3.9 Wildlife Habitat Protection Plan; 13.3.5 Vegetation Management Plan;	Article 13 is where these "plans" are required. Teton County can only regulate the habitat and cannot place regulations focused specifically on the wildlife; that is the state's jurisdiction. The requirements and performance standards are established in Article 13.
8.7 Provide incentives for voluntary habitat buffers, seasonal use restrictions, and aquatic connectivity along key drainages.	Article 3 Rural Districts- Div. 3.6. Density, Div. 3.7 Open Space in Subdivisions; Article 7 Civic/Open Space Districts- Div. 7.2 Parks & Recreation, 7.3 Preservation; Article 10 Use Provisions; Article 13 Property Development Plan- Div. 13.3.1 Riparian Buffers	There are density incentives identified in Article 3 that would allow a property owner to increase density by dedicating additional open space, which would have to include sensitive areas first. There are other restrictions put in place, such as riparian buffers, etc.
8.8 Work collaboratively with other jurisdictions to preserve, enhance, restore and maintain undeveloped lands critical for providing ecosystem connections and buffers for joining significant ecosystems.	Article 3 Rural Districts- Div. 3.7 Open Space in Subdivisions;	Open space that is created must connect to adjacent open space.
8.9 Designate and map lands within or buffering Teton River Canyon as an irreplaceable natural area, and work with private landowners and government agencies to protect and conserve the area's ecological resources, including wintering big game and cutthroat trout.	Not addressed in the Land Use Development Code	It should be mentioned that the majority of that land is state or federally owned and will be zoned Preservation.
<i>Goal CEF 1: Provide high-quality public and private services and facilities in a coordinated manner for the health, safety, and enjoyment of the community.</i>		

1.1 Encourage locating new facilities in existing population centers to maximize efficiency and convenience and minimize costs.	Article 7 Civic/Open Space Districts - Div. 7.1 Civic and Institutional Article 10 Use Provisions - Div. 10.4 Public/Institutional Uses Zoning Map	The way the code is formatted, service facilities will need to be located in the CIV district, as opposed to identifying civic uses in the residential, commercial, or industrial districts. This would require a rezone to a new district prior to a new facility being approved. This provides an extra layer of review to ensure those facilities are being placed in the proper area.
1.5 Maintain a 20-year capital facilities program with 5 year reviews that sets priorities for constructing necessary facilities which are consistent with the Comprehensive Plan.	Not addressed by a Land Use Development Code	
1.7 Require the burial of electrical and other facilities where feasible in order to preserve the County's scenic views.	Article 12 Streets and Public Improvements 12.5 Utilities	The new code requires the utilities entering a new development be placed underground.
1.8 Maintain and improve outdoor lighting requirements that protect dark skies.	Article 11 Site Development -Div. 11.4 Outdoor lighting	Article 11 establishes the Dark Sky requirements which are similar to what we are currently utilizing.
<i>Goal CEF 2: Encourage the development and support of high-quality education facilities (primary, secondary, and post-secondary) and diverse and affordable activities for all ages.</i>		
2.2 Encourage the siting of new schools near existing neighborhood centers to promote walkability.	Article 7 Civic/Open Space Districts - Div. 7.1 Civic and Institutional	School facilities will need to be located in the CIV district, as opposed to being identified as an approved civic use in the residential, commercial, or industrial districts. This would require a rezone to a new district prior to a new facility being approved. This provides an extra layer of review to ensure those facilities are being placed in the proper area.
2.4 Provide incentives for new developments to create and/or enhance community amenities.	Article 3 Rural Districts - Div. 3.6. Density, Div. 3.7 Open Space in Subdivisions; Article 7 Civic/Open Space Districts -Div. 7.2 Parks & Recreation, 7.3 Preservation; Article 10 Use Provisions	There are density incentives for providing additional open space, which can be utilized for community amenities.
<i>Goal CEF 4: Adequately fund existing and future public services and facilities.</i>		
4.3 Maintain up-to-date County impact fees which ensure that growth pays its fair share of the costs of necessary facilities and services.	Not addressed by a Land Use Development Code	
4.5 New development shall be approved only when adequate public facilities and services are available or when necessary improvements will be made as part of the development project.	Article 13 Property Development Plan -Div. 13.3.15 Public Service/Fiscal Analysis	In addition to the impact fees for individual homes/businesses, we will require an analysis for future public services created by the development. This will help inform the approving body in the decision making process.
<i>Goal ARH 1: Preserve and enhance Teton Valley's small town feel, rural heritage, and distinctive identity.</i>		
1.1 Ensure that planned growth maintains Teton Valley's rural character.	Article 1 General Provisions -1.1.2.D.4 Intent; 1.2.1 Rural Districts - Zoning District; Article 3 Rural Districts - Rural Ag., Lowland Ag., Foothills, Ag. Rural Neighborhood; Article 7 Civic/Open Space Districts -Parks & Recreation, Preservation; Article 10 Uses Provisions ; Article 13 Property Development Plan	This code focuses the approval criteria on "good" design, which includes consideration of the existing conditions of the property, the rural nature of the county, and how the proposal can maintain that which is "valuable". The uses that are identified in Article 10 are intended to be uses that are appropriate in the rural county and not in the cities. The dedication of open space (which in some zones may include agricultural land) preserves the rural character of the Valley.
1.2 Encourage vacation of subdivision plats where appropriate and viable.	Article 9 Special Districts - Div. 9.4. Transferred Development Right Receiving Area Overlay	The TDR portion of the code provides an incentive for vacating an existing plat in a less suitable location and allows that density to be utilized in a more appropriate location.
1.3 Ensure that open spaces are managed responsibly.	Article 3 Rural Districts - Div. 3.7.3 Ownership and Management of Open Space Article 13 Property Development Plan 13.1.3 Final Property Development Plan	Article 3 establishes who can have ownership/management responsibilities of open space. Article 13 requires the applicant to identify "responsibilities for managing, monitoring, and maintaining common lands and open areas;"
1.4 Maintain the County's rural heritage through the scenic corridors.	Article 9 Special Districts - Div. 9.3. Scenic Corridor Overlay	This overlay works to ensure that the spacing, scale, and location of all development along the scenic corridors is appropriate to maintain the existing character.
1.5 Support the preservation of open space, farmland, natural beauty, and critical environmental areas.	Article 3 Rural Districts - Div. 3.6. Density, Div. 3.7 Open Space in Subdivisions; Article 7 Civic/Open Space Districts - Div. 7.2 Parks & Recreation, 7.3 Preservation; Article 10 Use Provisions	There are several mechanisms for preservation in the new code. The major ones include a preservation zone and requiring priority open space be set aside and dedicated through the subdivision process.
1.6 Encourage higher density development in the cities of Driggs, Victor, and Teton.	Article 3 Rural Districts - Div. 3.6 Density	The densities identified in Article 3 are much lower than any densities approved in the cities. There is a graduated density approach with the highest densities being in the cities. It should be noted that the PUD provision, which created high density nodes in the county, has been removed.
<i>Goal ARH 2: Balance property rights and rural character.</i>		
2.2 Provide a means for transfer of agricultural land to family members.	Article 14 Administration -Div. 14.5.3 Activities Not Considered a Subdivision	The code clearly identifies the transfer of agricultural land for agricultural purposes as an allowed action. It also clarifies that no building rights are created through this process.
2.3 Incentivize maintaining or creating large parcels.	Article 3 Rural Districts	With the decreased density and the reduced lot size, it makes it more viable to maintain a large parcel while having the ability to split off a smaller parcel
<i>Goal ARH 3: Support and enhance agriculture and ranching.</i>		
3.1 Recognize the Right to Farm Act.	Article 1 General Provisions - Div. 1.1.2 Purpose & Intent	One of the purposes of this code is to "encourage the protection of prime agriculture". Agriculture is identified as desirable open space in order to maintain the viability of farming and protect it from encroachment by development.
<i>Goal ARH 4: Respect cultural heritage sites.</i>		
4.1 Sites and structures listed on State and National Registers of Historic Places or on the Idaho Historic Sites Inventory (IHSI) shall be included on the environmental checklist at the initial stages of a development project.	Article 13 Property Development Plan Div. 13.1.3 Final Property Development Plan	Any structures with Historical Significance need to be identified in the PDP. This code works to identify unique features, including structures, up front in the development planning/review process. This way those unique resources can be identified and addressed.
4.2 Work with private landowners to protect historic structures which are included in a historic registry adopted by the County.	Not addressed in the Land Use Development Code	

Existing Land Use Development Code

Includes current AOI parcels

Includes current AOI parcels

Existing Zoning - Existing Conditions	A-20	A-2.5	ADR-1	ADR-0.5	R1/R3	Total
OTO Density (requires a min. of 20 acres - max of 1 new lot - lots must meet minimum lot size)	1 lot/20 acres	1 lot/10 acres	1 lot/10 acres	1 lot/10 acres	1 lot/10 acres	
Subdivision Density	1 lot/20 acres	1 lot/2.5 acres	1 lot/1 acre	1 lot/0.5 acres	1 lot/7000 sq ft (0.16 acre)	
Total Lots	2,089	76,690	482	398	518	80,177
Total Acreage	106,921	18,301	409	144	110	125,885
Lots in Subdivisions	840	3,669	86	97	203	4,895
Acreage in subdivisions	5,943	16,003	353	135	82	22,516
Nonbuildable Space in Subdivisions (acres) †	3,305	7,195	293	0.24	15	10,808
Open Space (acres)	3,008	6,991	281	-	15	10,296
Roads (acres)	256	191	12	-	-	458
Other (well, utility, fire, parking) (acres)	42	13	-	0.24	-	54
Lots not in Subdivisions	1,249	73,021	396	301	315	75,282
Acreage not in Subdivisions	100,978	2,298	56	9	28	103,369
Total Lots ≥ 20 acres Not in Subdivisions	911	793	3	5	6	1,718
Existing Zoning - Potential Conditions						
Additional OTO lots	700	793	3	5	6	1,507
Additional Subdivision lots ††	3,809	26,680	327	592	1,946	33,354
Total Additional Lots						34,861

† Includes open space, roads, and other.

†† Open Space is not required

Proposed Land Use Development Code

	Rural Agriculture	Lowland Agriculture	Foothills	Agriculture Rural Neighborhood	Total		
Land Dividing Options	One-Time-Only	1 Lot/10 Acres	1 Lot/10 Acres	1 Lot/10 Acres			
	LAND DIVISION	1 Lot/ 20 Acres	1 Lot/ 20 Acres	1 Lot/ 3.75 Acres			
	Short Plat/Full Plat MAX	1 Lot/ 10 Acres	1 Lot/ 10 Acres	1 Lot/ 2.5 Acres			
	Short Plat/Full Plat MID	1 Lot/ 20 Acres	1 Lot/ 20 Acres	1 Lot/ 3.75 Acres			
	Short Plat/Full Plat MIN	1 Lot/ 30 Acres	1 Lot/ 30 Acres	1 Lot/ 5 Acres			
Number of Potential Divisions	Total One-Time-Only	838	393	370	118	One-Time Only Lots (Max Density)	1,719
	Total Land Division	1,427	699	633	551	Land Division Lots (Max Density)	3,310
	Total Short Plat	1,839	833	815	741	Short Plat Lots (Max Density)	4,228
	Total Full Plat	4,221	1,449	1,901	2,494	Full Plat Lots (Max Density)	10,065
	Total Lots	8,059	3,289	3,618	3,856	Total Lots	18,821
	Total Open Space Acres	82,004	29,983	37,162	7,956	Open Space Acres	157,105



FROM: Weed Superintendent
TO: Board of County Commissioners
RE: Teton County Weed Plan Primer
MEETING: February 22, 2016

I am requesting a determination on whether the County can spray our own weeds, not contract the spraying out. We currently have \$37,000 budgeted for the contract and enforcement spraying. The County provided chemical at no additional cost to the contractor, so the amount spent should theoretically be similar with a County crew.

Contractor:

Budgeted \$30,000 for County property.

Budgeted \$7,000 for Enforcement of Idaho Statute.

Total \$37,000

In 2015 we spent \$25,740 on spraying county property.

We spent \$9,100 on enforcement (2100 over budget)

Primary Problems with past Teton County practices:

- The contract was “bid” out semi-formally as a per-mile cost. The County was then billed hourly for retreats as determined necessary by the contractor. That means that the bid to bid cost comparison likely wasn’t fair- a fully burdened cost was not represented in the bid process.
- There are no application records as mandated by Idaho state law from the contractor. This means:
 - There is no way to determine how much chemical was applied, where and to which species. Therefore, it is not possible to determine a realistic cost estimate for chemical expense this year.
 - There is no way to track the application of County chemical to monitor quantity and effectiveness.
 - The enforcement billing was not a per hour or per acre cost, but rather a private formula from the contractor. Thus the documentation when trying to collect on enforcement bills is lacking.
- There was not appropriate County oversight on enforcement which has resulted in outstanding enforcement bills with limited information.

Contracting options are outlined in the submitted Workplan.

County Crew:

The budgeted \$37,000 could be used by the County to spray county property, purchase equipment, and possibly cost share the price of chemical with county residents. All of the other Eastern Idaho Superintendents, and all but two other counties in the state (I spoke to the other Superintendents at the conference in Boise and may be off by one or two, but less than five) hire their own County crews.

- Madison County has offered to rent a roadside spray truck to us for \$250 per month or to sell it for \$2500. I would like to rent the truck for this season, estimated need three months.
- I would like to purchase an ATV, sprayer, and trailer for use on County property like the fairgrounds and the bikepath.
- The ATV would be used on enforcement. That would mean that instead of the County paying \$9100 out for enforcement, the County would put any revenue generated back into the weeds budget and ensure that enforcement proceeding were done with proper recordkeeping and consistently with state statute.
 - **I really think this is necessary regardless of if roadside spraying by a County crew is approved. In a few cases our contractor was privately hired by residents and then hired again by the county to spray and bill the same property. I believe that is a clear conflict of interest.**
- The estimated cost for a rental truck and purchased ATV plus extras is around \$8,000. This provides the County an off the bat savings of \$29,000. This can be used for funding the program's equipment and building needs.
- Other parties that our neighbors contract to are:
 - The Idaho Department of Transportation. If we get a roadside truck, it is likely IDOT will pay us to spray the state road sections.
 - The Forest Service. The forest service contracts many other counties to spray select portions of the forest district. We would have to have the capacity to perform the work to start talking about this.
 - The BLM has already expressed interest in contracting some or all of their parcels to us.
 - County residents. Our neighbors spray private property in the County at a price set by the County. Idaho Department of Ag cost share dollars can go toward defraying the cost of County labor.
- Bonneville Counties Contracts are as follows:
 - Bureau of Land Management - \$3,000.00 as determined by BLM and where necessary.
 - Bureau of Reclamation - \$3,000.00 Where needed.
 - Bonneville Power Administration - \$3,000.00 Survey and Treatment as needed.
 - Union Pacific Railroad - \$3,000.00 through town and R.O.W. as needed.
 - \$15,000.00 contract with the Idaho Transportation Department in which we control all weeds on I-15, and the outer Right-Of-Ways on Highway 20 and 26 west of Idaho Falls. Highway 26 east of Idaho Falls ITD will control all of the right-of-way to Granite Hill, we will control all of their roads from Granite Hill to Pine Creek Pass and Wyoming state line.

- Total \$27,000.

Weeds Program Plan 2/9/16

Goal

Teton County Weed Department's goal is to implement the state noxious weed ordinance. This will be accomplished through an integrated pest management strategy that includes: educating the public, early detection and prevention, inventorying/monitoring infestations, appropriate treatment including chemical and biocontrol, and Teton County setting the example. We will prioritize spending the county's budget wisely, providing effective resources for weed management, and providing excellent service to the county's residents. We will work with property owner's to create appropriate vegetation management plans and emphasize revegetation with competitive species in the county to ensure long term success.

Integrated Management

- I. Education/Awareness-** Education and awareness programs foster public understanding of the threat of invasive species, the techniques to combat them, and the resources the county has available. A major component will be "Consultations"; when the County observes a problem on private land, the first step will be to consult with the landowner about how to effectively treat their property. Other education efforts will be focused on events outlined in the Education/Outreach portion of "Specific Tasks" with an emphasis on identifying new educational outlets.
- II. Prevention/Early Detection-** New infestations are much more cost effective to treat when discovered while the infestation is relatively small. Prevention and detection must be highly emphasized.
 - a. The County website asks residents to report new sightings.
 - b. Education will focus on importance of reporting new sightings.
 - c. Weeds department will be proactive and make an effort to survey all lands in the county on a minimum three year rotation. All county property will be surveyed/treated annually.
- III. Inventory-** Teton County will map all infestations and record treatment in a geodatabase. Mapping will align with NAISMA and ID Department of Agriculture standards. A strategy to monitor and inventory biocontrol agents will be developed with the BLM/Nez Perce Biocontrol center.
- IV. Treatment-** Treatment will be in coordination with the HFCWMA annual plan, and based on plant phenology each season. Spring and early summer treatments will target leafy spurge then biennials. Knapweed treatments will be when knapweed is bloomed and visible. Perennials like Yellow Toadflax will be early fall treatments. Treatment timing will be adjusted to preserve any biocontrol species present. Any retreats will visually assess the percent kill of first treatment to help monitor herbicide effectiveness.

Work Schedule

- **February**
 - Acquire appropriate pesticide applicator's licenses.
 - Prepare request for quotes and contract for County owned properties and enforcement.

- **March**
 - Post notice to control in newspaper for the entire month.
 - Solicit quotes for county spray contract to ensure wide participation from interested sprayers.
 - Acquire Weed Free Forage inspector's license. Add weed free forage information to website. Weed Free Forage is the responsibility of the county. There is a fee structure set by the state that would go into the county coffers if we choose to inspect our fields. We currently allow George Hamilton to perform inspections in the county as do our neighbors, but we need to be able to perform inspections if George is unavailable to residents.
 - Teton Soil Conservation District Weed Workshop on the 23rd.
- **April**
 - Prepare GIS layers and data collection forms.
 - Acquire ATV and set-up with sprayer (pending purchasing approval)
 - Get website ready with no spray forms, complaint forms, backpack rental information, etc.
 - Plan contact events- farmer's market, spray days, etc.
 - Work on budget for next year.
- **May**
 - Start Musk Thistle contacts- snow permitting.
 - Begin mapping- snow permitting.
 - Develop work plan with contractor based on plant phenology, county mowing schedule, and other factors for County properties and roadsides.
- **June**
 - Spray County lands for the first time.
 - Monitor contractor.
 - Map as much as possible.
 - Contact musk thistle offenders, post necessary properties.
- **July**
 - Continue mapping efforts.
 - Contact landowners as much as possible for compliance and information.
 - Assess where to go based on phenology of season.
- **August**
 - Solicit surrounding counties for a Teton County spray day as appropriate.
 - Pesticide container collection, chipping, and recycling.
 - Booth at Teton County fair. Identify volunteer sources and solicit help for staffing.
 - Toadflax control?
- **October**
- **November**
 - Write reports for CWMA.
 - Write cost share proposals for 2017.
 - Submit the yearend report to the EPA for NPDES.
- **December**
 - RAC grant proposals.

Specific Tasks

Request for Quotes- Target for putting request for proposals out into the world is March 1st 2016.

County Spray Contract

- **Determine appropriate length of contract-** May 1st through December 20th with work schedule agreed upon by the county superintendent. Work beginning in June? (Other counties I have contacted run mid-May through September).
- **Clarify scope-** In past seasons we have accepted a cost per mile “bid” and then been billed hourly by the contractor for necessary retreats as determined by the contractor. The County supplies the chemical at no cost to the contractor.
 - **Option 1:** Contract roads, rights of way, and county properties with one of two cost estimates.
 - Solicit fully burdened cost per mile. This means we would have to pay for necessary re-treats unless we can include this in performance standards.
 - Solicit final, fully burdened cost for the estimated miles and acres of county properties. This will require County staff to monitor efficacy and strict performance standards.
 - **Option 2:** Contract roads and rights of way only with one of the two aforementioned pricing strategies. The County will spray other County properties like the fairgrounds and gravel pits. This requires County to buy an ATV.
 - **Option 3:** County sprays all county roads, rights of way, and properties. This would require the County to buy or borrow a spray truck, and purchase an ATV.
- **Define required mortality rates-** a performance standard is necessary for the responsible use of taxpayer dollars. This has not been done in the past. I will determine feasible mortality rates for EDRR, Control, and Containment species defined as a percent kill. The species lists for required mortality rates will be taken from the NPDES PDMP species list for each category.
- **Set penalty for failure to meet obligations-** after the performance standard is set, a penalty for failure to meet the obligation will be defined. I will work with Kathy and Darryl on this language.
- **Send draft to Kathy and Darryl for review.**

County Enforcement Contract

- **Scope-** the County has previously paid the contractor who sprays County property for enforcement. The Weed Sup wasn't present at the time of enforcement. Billing isn't based on any actual thing- i.e. hourly plus chemical, acres plus chemical, etc. We currently have \$7,000 budgeted for enforcement.
 - **Option 1:** Single contract for all enforcement based on request for quotes for work on a defined scale- i.e. hourly rate plus chemical cost- and award lowest quote the enforcement contract. County personnel must be present to ensure proper documentation of enforcement action.
 - **Option 2:** Define rate the County will pay for enforcement and offer work to any interested companies who will spray. County will be present to ensure proper

documentation. The main problem would be to ensure that work was equitably distributed if there are a number of interested parties.

- **Option 3:** County crew sprays any necessary properties. This way we can ensure proper posting of property and documentation of action. This would also ensure that the County bills landowners directly. In the other scenarios, we pay the third party, then bill landowners.
- **Determine rate the county will pay for enforcement-** start with \$45/hour plus chemical that we provide?
- **Develop list of companies to solicit for quotes-** Talk to Wilbur Ellis, Google, use old list, ask other weed districts. Goal is to distribute request as widely as possible to ensure a wide response to get the best deal for the County.

Budget- Develop real money needs for next year.

- Long-Term Capital Needs:
 - Talk with Jay and Darryl about a physical home for the weed program, equipment, and chemicals. Determine costs associated with existing facilities or if a new facility would be needed.
 - Is there an opportunity to utilize equipment year round? Our neighbors all use their truck and/or ATVs for plowing their courthouses, etc.
- Talk to Mary Lou about revolving account. Where does money from enforcement go now? We will need a home for any revenue generated by backpack rentals and enforcement spraying. Fremont County has their tax based fund for roadside spraying and day to day operations and separate fund where money from their contracts and rentals go to help fund equipment and chemical.
- Develop an estimate for possible revenue. Other counties earn money by contracting to Idaho Department of Transportation, Forest Service and BLM, railroads, and private land owners for range and pasture applications. (BLM has expressed interest in this, but I don't have an estimate).
- Develop a realistic estimate for maintenance costs.
 - Truck
 - ATV
 - Backpacks
- Learn more about ISDA cost share and submit proposals next cycle. ISDA Cost share funding can cover equipment purchase, county spray days, and herbicide and/or application cost sharing with the County.
- Determine capital investment costs for building and equipment.
- Determine what salaries will cost for seasonal employees.
- Locate cost benefit analysis for contracting vs. county crew if possible.

Equipment- Short term and long term. Add costs as found. Determine where these will fit in the budget

Immediate (this year)

- Spill cleanup kit, gloves, goggles/face shield, chemical apron.

- Five backpacks to start backpack rental program. (Will include gloves w/ backpack).
 - Nearly \$100 apiece.
 - Requested grant money for these.
- Mixing measuring cups, etc.
- Rubber boots for mixing.
- Educational materials for outreach: table dressing, weed ID booklets, giveaways like shopping bags. This category will be easiest if we budget for it and then order within the budget.
- Handheld wind meter/ temp gage to comply with state law for applications.
 - \$30 on Amazon
- One ATV plus trailer plus sprayer. Waiting on Fremont County for price/parts list for tank fabrication.

Short Term (this or next year)

- Roadside truck with spray units. Ask other counties about cost of fabricating spray tanks. Check surplus sites etc. Determine size and capacity.
- County cell phone depending on hours in the field.
- High capacity hose for filling truck sprayers. 2 inches or more so it doesn't take all day to fill a 500+ gallon tank.

Long Term (2+ years)

- Second ATV and spray tank.
- *Will know more once the program has been approved and established.*

Backpack Sprayer Rental Program- All surrounding counties do this for \$5, including herbicide and dye. This is a great service for county residents because it ensures that the correct chemical and adjuvant is getting on the ground. That makes treatment more effective and cheaper than residents can buy at the store.

- Cost will be \$5 per day- limit three days at a time- including herbicide and adjuvant for up to 3 gallons.
- Consider \$5 delivery fee with a free consultation. Treatment will be more effective if we can ensure we have the right tool for the job and that people know how to use the sprayer. May be able to deliver for free depending on volume.
- Synthesize Jefferson County and other's rental forms. Would like to make fillable forms for submission online.
- Talk to Kathy, Holly, and ICRMP about language and potential liability.
- Adjust program as necessary based on interest and volume.

Herbicide Dealer Program- Our neighbors all do this because appropriate herbicide is not available locally; I will call around in the spring to see if that is the case here. Selective herbicides like Milestone and Telar are much more effective on any property larger than one acre than the Roundup you can buy at Ace. The other option would be to work with local companies to get them to stock appropriate chemicals. We would stock Milestone, Telar, maybe Opensight, and adjuvants.

- No dealer's license required for non-restricted use pesticide.

- This, like the rental, will need to be by appointment only.
- Find out how best to accept credit card payments and accounting requirements.

Education and Outreach- I feel that especially this season, and as a part of an integrated pest management plan, education is critically important. Making contact with county residents and spreading the word about our backpack rental program should generate goodwill.

- The county will participate in HFCWMA spray days and look to sponsor one in Teton County.
- Teton County will set up a booth or contact table at the Teton County fair.
- We will have a table at the Teton Valley farmer’s market at least twice.
- Teton County will play an integral part in Teton Soil Conservation District’s weed workshops. First is scheduled March 23rd, 2016.
- We will try to be present at spring HOA meetings in the area.
- We will explore setting up at music in the park and other summer festivals.
- County will maintain a current and engaging website. Applicable forms will be available online. Outreach materials will advertise the page. *Url is tetoncountyidaho.gov/weeds.*
- Teton County’s Facebook page will also be utilized to announce events and Weed of the Week.

Mailers- Traditionally a weed notice has gone out with the Assessor’s notices in June. This is about 14,000 copies. I have found the best price online (about \$850). Not sure if this is a worthwhile cost for every year, but will continue for 2016.

National Pollutant Discharge Elimination System NPDES

Teton County is currently covered under the Pesticide General Permit (PGP) for the State of Idaho. Idaho’s NPDES is administered by the EPA. This season, a draft PGP (2016) is out for review. The 2016 Notice of intent will be filed under the EPA’s 2011 PGP. No evidence found that Teton County has filed before.

Submit Notice of Intent to EPA after the Teton County PDMP has been developed by the weeds department and approved by the BoCC. An end of year report must be filed with the EPA annually and a Notice of Intent renewal filed before the NOI expires. Must submit a stop permit to be exempt from annual reporting.

Compliance Policies and Procedures- enforcement of State Noxious Weed Statutes will be as follows:

- I. Upon detection of Noxious Weeds, the County Weed Supervisor will reasonably attempt to contact the landowner in person; if they are not home we will leave a “Call for Consultation” door card. The initial consultation will be to advise the landowner of the problem and possible solutions. The weeds department will notify the landowner of the weeds on site, state statute, and strategies/resources for control.
 - a. Weeds Department will ensure that action is taken. If weeds are controlled, the landowner is thanked.
 - b. If the landowner contacts the county any time before the enforcement spray has occurred, the county will work with the landowner to develop an effective management plan- understanding the spraying at the owner’s expense is still likely necessary.

- c. If weeds are not controlled, proceed to section II.
- II. If unable to contact the landowner with reasonable effort, a five-day legal Notice to Control containing the notice, species to be controlled, description of location, and strategies to control will be sent certified mail. If certified mail is not signed for, an attempt to deliver by county law enforcement officials will be made. Simultaneously, a notice to control will be posted on the property to be enforced that will include proposed entry dates and estimated cost to owner.
 - a. If the landowner contacts the Weeds Department, the Department will work with the landowner, and verify that control occurs.
 - i. If control does not occur, proceed to section III.
 - b. If the landowner does not respond within five days, proceed to section III. If the landowner is not known or readily available, 8 days after the postmark of registered mail is sufficient.
- III. The county will spray the property. This will only be done under the supervision of the Weed Superintendent. County law enforcement will be asked to assist if necessary. **Cost for enforcement will be established by the County.**
- IV. Photos will be taken of posted notice on property at time of posting and when enforcement is complete and kept on file for three years.
- V. Billing will take place within 2 weeks of application and will include application record, photo, and map of treated area.
- VI. If bills remain unpaid for 60 days, a lien shall be placed on the property in the same manner as for delinquent taxes. After 30 days, a second letter will be sent certified mail regarding payment deadline.

Chemical

Teton County will use Milestone, Opensight, Telar, and Plateau as the primary chemicals in the program based on effectiveness, relative toxicity, and environmental factors like mobility. The label is the law. Chemical will be stored and applied in accordance with the label and Idaho Department of Agriculture rules. A fire safety plan will be developed with the County Fire Marshal to meet Hazard Communication requirements.

Spill Response Guidelines

The weeds superintendent will be notified of spills occurring in any quantity of dilute or concentrate. Only licensed applicators will be responsible for transport and application of herbicide, and will be trained in proper procedure for spill response. A spill cleanup kit with the following contents must be immediately available to all applicators when transporting chemical and at the storage facility:

1. Chemical labels and Safety Data Sheets.
2. Personal protective equipment appropriate for handling the pesticides being applied in the event of a spill.
3. An eyewash.
4. Tools and supplies to make equipment repairs and stop leaks.
5. Absorbent material, shovel, and a broom/dustpan or wet/dry vacuum where appropriate.
6. Appropriate containers for contaminated material and clothing.
7. Clean water and mild soap.

Any accidental releases shall be contained and cleaned up in a manner consistent with the safety data sheet and label for the respective herbicide. Spilled chemical will be recovered and applied according to labeling wherever possible. When not possible, any contaminated material will be placed in labeled, appropriate containers and disposed of in a licensed facility.

Generally, spills in the field must be diked and contained with absorbent material, especially if there is any danger of contact with surface water. Spills inside will be contained with absorbent mater, then swept or vacuumed into an appropriate container. Contaminated items will be washed with soap and water.

Applicators are directed to provide for their safety first and must wear all label appropriate PPE. Any unprotected persons must be removed from the vicinity. Any accidental herbicide contact must be mitigated in a manner consistent with the label.

For any spills that the County is unequipped to handle safely and consistently with the label and SDS, the herbicide parent company will be called to assist.

Contact 911 if the spill involves an injury requiring medical treatment, a fire or explosion hazard, or is potentially life threatening.

Management Goals and Objectives- Teton County will align with our Henry's Fork CWMA Strategic Plan.

Management Definitions:

EDRR Species: Exotic plant species not known to be located within the HFCWMA but occurs adjacent to the area with the imminent potential for introduction and poses a future threat to the resources. State listed EDRR species must be reported to the Idaho Department of Agriculture within 10 days of discovery. These species must be 100% eradicated within first year of detection.

New Invaders or Control Species: Exotic plant species recently found to occur in the HFCWMA with limited distribution and density to make eradication feasible.

Established Invaders or Containment Species: Exotic plant species firmly established and wide spread throughout the weed management area. Aim efforts at reducing or eliminating new or expanding populations. Known or established populations can be managed as determined by the County.

Eradicate - The noxious weed species is eliminated from the HFCWMA, including all viable seeds and vegetative mater that can reproduce.

Control- Seed production is prevented throughout the target patch and the area coverage of the weed is decreased over time. Prevent the weed species from dominating the vegetation of the area but accept low levels of the weed.

Contain - Weeds are geographically contained and are not increasing beyond the perimeter of the infestation. Treatment within established infestations may be limited, but control or eradicate outside those areas.

Pesticide Discharge Management Plan for:

Teton County Weeds Department
150 Courthouse Drive #107
Driggs, ID 83422

Decision-maker(s):

Teton County Weeds Department
Amanda Williams (Superintendent)
150 Courthouse Drive #107
Driggs, ID 83422
Phone: (208) 354-2593
Email: awilliams@co.teton.id.us

PDMP Contact(s):

Teton County Weeds Department
Amanda Williams (Superintendent)
150 Courthouse Drive #107
Driggs, ID 83422
Phone: (208) 354-2593
Email: awilliams@co.teton.id.us

PMPD Preparation Date:

02/ 03 / 2016

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SECTION 1: Operator Information

Instructions (see PGP Part 1.0):

- Describe the Pest Management Area(s) and identify the type(s) of Pesticide Use Patterns, Operator type, and if there will be a discharge to a Tier 3 water.

Note: An “Operator” is defined in Appendix A of the PGP to mean any entity associated with the application of pesticides that results in a discharge to Waters of the United States that meets either of the following two criteria: (1) any entity who performs the application of a pesticide or who has day-to-day control of the application (i.e., they are authorized to direct workers to carry out those activities); or (2) any entity with control over the decision to perform pesticide applications including the ability to modify those decisions. Operators identified in (1) above are referred to in the permit as Applicators while Operators identified in (2) are referred to in the permit as Decision-makers. As defined, more than one Operator may be responsible for complying with this permit for any single discharge from the application of pesticides.

A “Pest Management Area” is defined in Appendix A of the PGP to mean the area of land, including any water, for which an Operator has responsibility for and is authorized to conduct pest management activities as covered by the PGP permit (e.g., for an Operator who is a mosquito control district, the pest management area is the total area of the district). The Pest Management Area could include contiguous and non-contiguous sites.

Teton County Idaho. Teton County is about 451 square miles in Eastern Idaho.

2. Identify the Pesticide Use Patterns for this Pest Management Area that trigger the requirement to develop a Pesticide Discharge Management Plan. (check all that apply). Note: Decision-makers, that are a large entity, are required to develop a PDMP if they are required to submit an NOI. See Part 5.0 of the PGP for exceptions.
 - a. Mosquitoes and Other Flying Insect Pests
 - b. Weeds and Algae
 - c. Animal Pests
 - d. Forest Canopy Pests
3. Operator Type (check one):
 - a. Federal Government
 - b. State Government
 - c. Local Government
 - d. Mosquito control district (or similar)
 - e. Irrigation control district (or similar)
 - f. Weed control district (or similar)
 - g. Other: If other, provide brief description of type of Operator:

SECTION 2: PDMP Team

Instructions (see PGP Part 5.1.1):

- List the Decision-maker, person or organization that prepared the PDMP and/or responsible for revising the PDMP, and the person or organization that will prepare and address corrective actions, adverse incident, and spills. Indicate respective responsibilities, where appropriate.

1. *Decision-maker: Any entity with control over the decision to perform pesticide applications including the ability to modify those decisions.*

Company or Organization Name: Teton County Idaho Weeds Department

Name: Amanda Williams

Address: 150 Courthouse Drive #107

City, State, Zip Code: Driggs, ID 83422

Telephone Number: 208.354.2593 x207

Email address: awilliams@co.teton.id.us

Area of Control (if more than one Operator at site): Teton County Idaho

Repeat as necessary

2. *PDMP Contact: Person(s) who should be contacted regarding PDMP questions.*

Company or Organization Name: Teton County Idaho Weeds Department

Name: Amanda Williams

Address: 150 Courthouse Drive #107

City, State, Zip Code: Driggs, ID 83422

Telephone Number: 208.354.2593 x207

Email address: awilliams@co.teton.id.us

Area of Control (if more than one Operator at site): Teton County Idaho

Repeat as necessary

3. *This PDMP was Prepared by: Person(s) responsible for developing and revising the PDMP.*

Company or Organization Name: Teton County Idaho Weeds Department

Name: Amanda Williams

Address: 150 Courthouse Drive #107

City, State, Zip Code: Driggs, ID 83422

Telephone Number: 208.354.2593 x207

Email address: awilliams@co.teton.id.us

Area of Control (if more than one Operator at site): Teton County Idaho

Repeat as necessary

4. Please include any additional team members and their responsibilities.

Team Member Name(s)	Individual Responsibilities
Amanda Williams- Weed Superintendent	Supervise day to day operations of the department and make final decisions on all applications. Assist county residents with noxious weed control.
Jason Boal- Department Head	Direct supervisor of Weed Superintendent. No other weed treatment responsibilities.

SECTION 3: Problem Identification

3.1 Pest Problem Description

Instructions (see PGP Part 5.1.2):

- Briefly describe the pest problem, including identification of the target pest(s), source of the pest problem, and source of data used to identify the problem in Parts 2.2.1, 2.2.2, 2.2.3, and 2.2.4 of the PGP.

Note: The response will be one or more paragraphs, depending on the nature and complexity of the project. The source of the pest problem may be unknown. EPA does not expect the Decision-maker(s) to conduct long term studies to determine the source of the pest problem.

1. Provide a brief summary of the pest problem in the table.

Summary of Pest Problem

Target Pest(s) <i>Note: Use common name</i>	Source of the pest problem	Data Source
Brazilian Elodea Common/European Frogbit Fanwort Feathered Mosquito Fern Giant Hogweed Giant Salvinia Iberian Starthistle Hydrilla Policeman's Helmet Purple Starthistle Squarrose Knapweed Syrian Beancaper Tall Hawkweed Variable-Leaf-Milfoil Water Chestnut Water Hyacinth Yellow Devil Hawkweed Yellow Floating Heart Black Henbane Bohemian Knotweed Buffalobur Common Crupina Common Reed (Phragmites) Dyer's Woad	Noxious and Invasive Weeds	Idaho Noxious Weed Law (Idaho Code Title 22 Chapter 24) Designated Noxious weeds as of 2.3.16 and Henry's Fork CWMA potential invaders identified in current CWMA strategic plan.

Eurasian Watermilfoil		
Giant Knotweed		
Japanese Knotweed		
Johnsongrass		
Matgrass		
Meadow Knapweed		
Mediterranean Sage		
Musk Thistle		
Orange Hawkweed		
Parrotfeather Milfoil		
Perennial Sowthistle		
Russian Knapweed		
Scotch Broom		
Small Bugloss		
Vipers Bugloss		
Yellow Hawkweed		
Canada Thistle		
Curlyleaf Pondweed		
Dalmatian Toadflax		
Diffuse Knapweed		
Field Bindweed		
Flowering Rush		
Hoary Alyssum		
Houndstongue		
Jointed Goatgrass		
Leafy Spurge		
Milium		
Oxeye Daisy		
Perennial Pepperweed		
Plumeless Thistle		
Poison Hemlock		
Puncturevine		
Purple Loosestrife		
Rush Skeletonweed		
Saltcedar		
Scotch Thistle		
Spotted Knapweed		
Tansy Ragwort		
White Bryony		
Whitetop		
Yellow Flag Iris		
Yellow Starthistle		

Yellow Toadflax Common Burdock Common Tansy St Johnswort Absinthe Wormwood Scentless Chamomile Kochia Russian Thistle		
--	--	--

2. Provide a brief description of the pest problem.

The target list includes all species currently designated noxious by the State of Idaho, potential invaders identified by the Henry’s Fork Coordinated Weed Management Area and the State of Wyoming, and nuisance weeds identified by Teton County Weeds Department. Teton County actively surveys for and treats these species.

3.2 Action Threshold(s)

Instructions (see PGP Part 5.1.2):

- Describe the action threshold(s) for pest(s) in the pest management area, including data used in developing the action threshold(s) and method(s) to determine when the action threshold(s) has been met.

Note: An action threshold is the point at which pest populations or environmental conditions necessitate that pest control action be taken based on economic, human health, aesthetic, or other effects. An action threshold may be based on current and/or past environmental factors that are or have been demonstrated to be conducive to pest emergence and/or growth, as well as past and/or current pest presence. Action thresholds are those conditions that indicate both the need for control actions and the proper timing of such actions.

Summary of Action Threshold(s)

Target Pests	Action Thresholds
Brazilian Elodea Buffalobur Common Tansy Common/European Frogbit Dyer's Woad Fanwort Feathered Mosquito Fern Giant Hogweed Giant Knotweed Giant Salvinia Houndstongue Hydrilla Iberian Starthistle	<p>Early Detection and Rapid Response (EDRR) – plants that are state designated in this category must be reported to the Idaho State Department of Agriculture (ISDA) within 10 days after being identified at the University of Idaho or by another qualified authority approved by the ISDA director. Eradication of these weeds must begin in the same season they are found. Additional Henry’s Fork CWMA listed species need not be reported to the state, but the eradication efforts are the same.</p>

<p>Japanese Knotweed Johnsongrass Jointed Goatgrass Mediterranean Sage Policeman's Helmet Purple Loosestrife Purple Starthistle Rush Skeletonweed Saltcedar Scotch Broom Squarrose Knapweed St Johnswort Syrian Beancaper Tall Hawkweed Tansy Ragwort Variable-Leaf-Milfoil Water Chestnut Water Hyacinth Yellow Devil Hawkweed Yellow Floating Heart</p>	
<p>Absinthe Wormwood Black Henbane Bohemian Knotweed Common Crupina Common Reed (Phragmites) Dalmatian Toadflax Eurasian Watermilfoil Matgrass Meadow Knapweed Musk Thistle Orange Hawkweed Oxeye Daisy Parrotfeather Milfoil Perennial Sowthistle Poison Hemlock Russian Knapweed Scentless Chamomile Scotch Thistle Small Bugloss Vipers Bugloss White Bryony Yellow Hawkweed</p>	<p>Control – plants in this list may already exist in some parts of the state. In some areas of the state control or eradication is possible and a plan must be written that will reduce infestations within five (5) years.</p>

<p>Canada Thistle Common Burdock Curlyleaf Pondweed Diffuse Knapweed Field Bindweed Flowering Rush Hoary Alyssum Leafy Spurge Miliun Perennial Pepperweed Plumeless Thistle Puncturevine Spotted Knapweed Whitetop Yellow Flag Iris Yellow Starthistle Yellow Toadflax</p>	<p>Containment – plants in this category exist in the state. New or small infestations can be reduced or eliminated, while established populations may be managed as determined by Teton County Idaho.</p>
<p>Cheatgrass Bull Thistle Kochia Medusahead Mustards Pennycress Russian Thistle Wooly Mullein</p>	<p>Nuisance – plants in this category are designated by Teton County Idaho for control as needed for fire hazard reduction, and vegetation management.</p>

2. Provide a brief description of the action threshold(s).

Pest Management Objective: Eradicate

Target Pest: Idaho State and Henry’s Fork Cooperative Weed Management Area designated EDRR species

Action Threshold: Early Detection and Rapid Response. Plants that are state designated in this category must be reported to the Idaho State Department of Agriculture (ISDA) within 10 days after being identified at the University of Idaho or by another qualified authority approved by the ISDA director. Eradication of these weeds must begin in the same season they are found. Additional Henry’s Fork CWMA listed species need not be reported to the state, but the eradication efforts are the same.

Basis for the action threshold: Idaho Statute Title 22, Chapter 24 and best management practices

Method to determine when the action threshold has been met: Treatment must be recorded for documented infestations in this category.

Pest Management Objective: Reduce current infestations and prevent new infestations.

Target Pest: Idaho State and Henry’s Fork Cooperative Weed Management Area designated Control species.

Action Threshold: Control – plants in this list may already exist in some parts of the treatment area. In some areas, eradication is possible and a plan must be written that will reduce infestations within five (5) years. In other areas, infestations must be contained to current extent.

Basis for the action threshold: Idaho Statute Title 22, Chapter 24 and best management practices.

Method to determine when the action threshold has been met: Treatment of identified infestations have been recorded, or an infestation reduction plan will be written.

Pest Management Objective: Contain existing infestations, attempt to reduce or eliminate small infestations.

Target Pest: Idaho State and Henry's Fork Cooperative Weed Management Area designated Containment species.

Action Threshold: Containment – plants in this category exist in the state. New or small infestations can be reduced or eliminated, while established populations may be managed as determined by Teton County Idaho.

Basis for the action threshold: Idaho Statute Title 22, Chapter 24 and best management practices.

Method to determine when the action threshold has been met: Treatment of identified infestations have been recorded, justification provided for no action.

Pest Management Objective: Treat weedy monocultures to promote healthy vegetation communities.

Target Pest: Nuisance species listed above.

Action Threshold: Nuisance – plants in this category are designated by Teton County Idaho for control as needed for fire hazard reduction, and vegetation management.

Basis for the action threshold: Idaho Statute Title 22, Chapter 24 and best management practices.

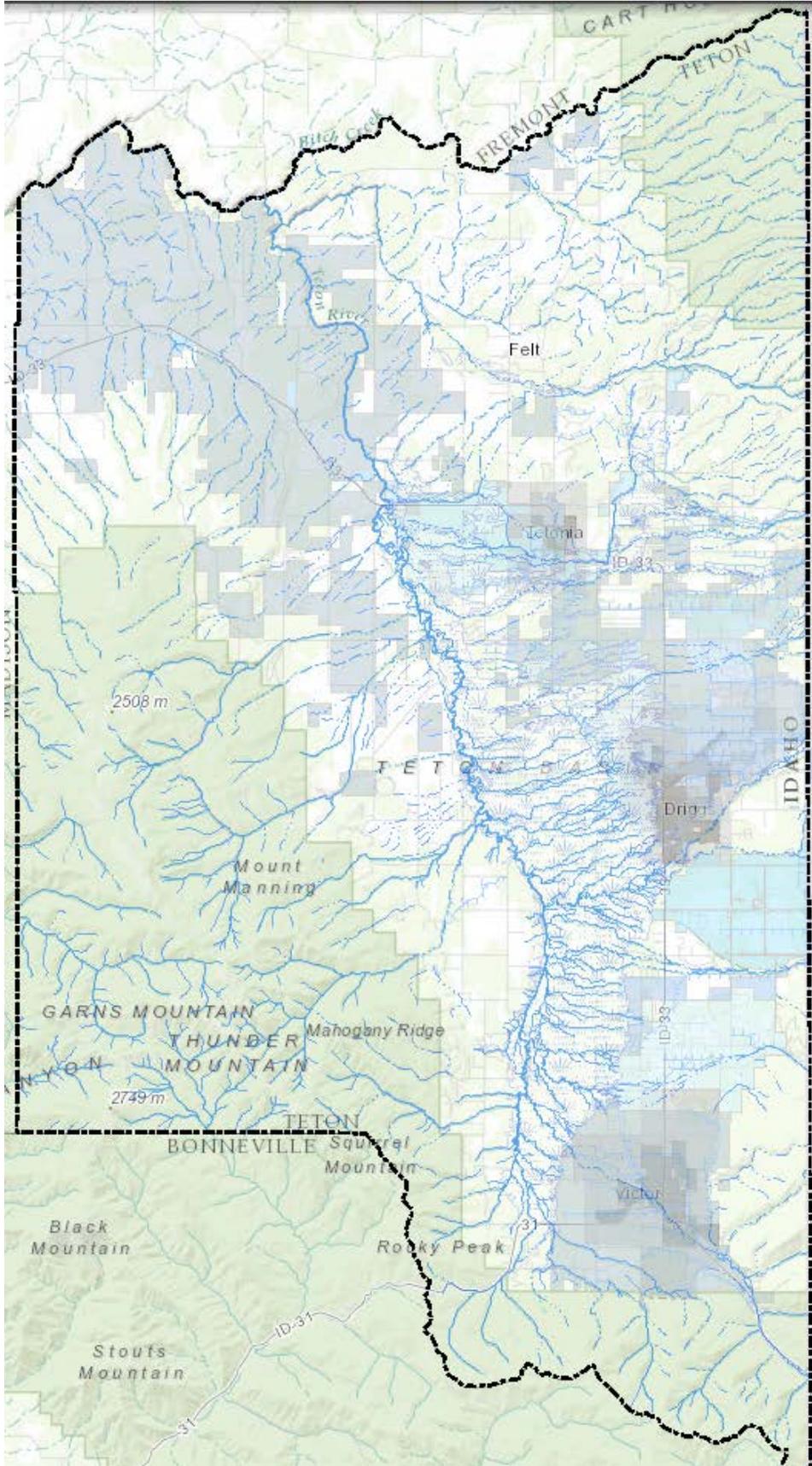
Method to determine when the action threshold has been met: Treatment only as determined necessary by Teton County.

3.3 *General Location Map*

Instructions (see PGP Part 5.1.2):

- Provide a general location map (e.g., U.S. Geological Survey (USGS) quadrangle map) that identifies the geographic boundaries of the area to which the plan applies and location of the waters of the U.S.
- To improve readability of the map, some detailed information may be kept as an attachment to the site map and pictures may be included as deemed appropriate.





EPA Pesticide General Permit PDMP Teton County Idaho

3.4 *Water Quality Standards*

Instructions (see PGP Part 5.1.2):

- Document waters impaired for pesticide(s) or any degradates for which there may be a discharge. Note: Operators are not eligible for coverage under the PGP for any discharges from a pesticide application to Waters of the United States if the water is identified as impaired by a substance which either is an active ingredient in that pesticide or is a degradate of such an active ingredient. See PGP Part 1.1.2.1.
- Indicate the location of all waters, including wetlands, on the general location map.
- Document any Tier 3 (Outstanding National Resource Waters) and any water(s) impaired for a specific pesticide or its degradates to which there may be a discharge.

Note: Decision-maker is not required to make a water quality standard (WQS) determination. Internet links to all state, territory and tribal water quality standards are available at:
<http://epa.gov/waterscience/standards/wqslibrary/>.

Provide a brief summary of Tier 3 waters and waters impaired for pesticides.
There are no Tier 3 or pesticide impaired waters in Teton County, Idaho.

SECTION 4: Pest Management Options Evaluation

Instructions (see PGP Part 5.1.3):

- Document your evaluation of the pest management options, including combination of the pest management options, to control the target pest(s) in the following sections:
 - No Action
 - Prevention
 - Mechanical/Physical Methods
 - Cultural Methods
 - Biological Control Agents
 - Pesticides
- In your evaluation, you must consider the impact to water quality, impact to non-target organisms, feasibility, and cost effectiveness.

Note: All six pest management options may not be available for a specific use category and/or treatment area. However, the PDMP must include documentation of how the six pest management options were evaluated. The PGP does not require the use of the least toxic alternative or that non-pesticide methods be tried first. Combinations of various pest management options are frequently the most effective Pest Management Measures over the long term. The goal should be to emphasize long-term control rather than a temporary fix. "Pest Management Measure" is defined to be any practice used to meet the effluent limitations that comply with manufacturer specifications, industry standards and recommended industry practices related to the application of pesticides, relevant legal requirements and other provisions that a prudent Operator would implement to reduce and/or eliminate pesticide discharges to waters of the United States.

Measures).

- Target Pest: Noxious weeds as described in 3.1.1.
- No Action:

No action will be taken where no weeds are present.
- Prevention:

County owned disturbed ground will be re-vegetated where appropriate with desirable native or adaptive species. Teton County will work with residents to identify resources for establishing desirable climax communities on their property.
- Mechanical/Physical Methods:

Small infestations of compatible species may be controllable by hand pulling or mowing. Determinations will be made by site and species. The county mowing schedule will be timed with chemical treatment to maximize effectiveness. Generally, the county will not till. Methods will be described and recommended where appropriate for residents developing personal vegetation management plans.
- Cultural Methods:

Education will be a primary focus for Teton County. Infestations can be more effectively treated when detected early, therefore we will work to educate on species ID. The county will also help residents

create vegetation management plans to establish healthy plant communities that will compete with invasives without continued chemical treatment.

– **Biological Control Agents:**

Agents will be released at suitable sites in Teton County and existing releases will be monitored for efficacy. Frequency and scale will be determined by availability and in conjunction with the BLM and Nez Perce biocontrol center in Idaho.

– **Pesticides:**

Herbicides will be used consistently with their labels and applicable Idaho Department of Agriculture chemigation rules. Generally, the county will use selective herbicides and only applied as “spot spray”. Applications will be made with backpacks and mobile trucks and ATVs. No aerial applications will be made. Bareground treatments will only be made for planned revegetation projects.

SECTION 5: Response Procedures

5.1 *Spill Response Procedures*

5.1.1 Spill Containment

Instructions (See PGP Part 5.1.4):

- Document the procedure for expeditiously stopping, containing, and cleaning up leaks, spills, and other releases to Waters of the United States.
- Employees who may cause, detect, or respond to a spill or leak must be trained in these procedures and have necessary spill response equipment available. If possible, one of these individuals should be a member of the PDMP team.

Teton County Chemical Spill Procedures

The weeds superintendent will be notified of spills occurring in any quantity of dilute or concentrate. Only licensed applicators will be responsible for transport and application of herbicide, and will be trained in proper procedure for spill response. A spill cleanup kit with the following contents must be immediately available to all applicators when transporting chemical and at the storage facility:

1. Chemical labels and Safety Data Sheets.
2. Personal protective equipment appropriate for handling the pesticides being applied in the event of a spill.
3. An eyewash.
4. Tools and supplies to make equipment repairs and stop leaks.
5. Absorbent material, shovel, and a broom/dustpan or wet/dry vac where appropriate.
6. Appropriate containers for contaminated material and clothing.
7. Clean water and mild soap.

Any accidental releases shall be contained and cleaned up in a manner consistent with the safety data sheet and label for the respective herbicide. Spilled chemical will be recovered and applied according to labeling wherever possible. When not possible, any contaminated material will be placed in labeled, appropriate containers and disposed of in a licensed facility.

Generally, spills in the field must be diked and contained with absorbent material, especially if there is any danger of contact with surface water. Spills inside will be contained with absorbent mater, then swept or vacuumed into an appropriate container. Contaminated items will be washed with soap and water.

Applicators are directed to provide for their safety first and must wear all label appropriate PPE. Any unprotected persons must be removed from the vicinity. Any accidental herbicide contact must be mitigated in a manner consistent with the label.

5.1.2 Spill Notification

Instructions (See PGP Part 5.1.4):

- Document the procedure for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies.

The weeds superintendent will be notified of any spill. If the superintendent is not available, then the Planning, Zoning, and Weeds department head will be notified. For any large scale spills, the weeds superintendent will notify the chemical parent companies for assistance with clean up. Large scale refers to any quantity that the County is unequipped to handle safely and consistently with the label and safety data sheet.

911 will be contacted if:

1. Spills involve injury requiring medical treatment.
2. Spills involve fire or explosion hazards.
3. Spills are potentially life threatening.

5.2 Adverse Incident Response Procedures

5.2.1 Responding to an Adverse Incident

Instructions (See PGP Part 5.1.4):

- Document the procedures for responding to any adverse incident resulting from pesticide applications.

Adverse Incidents will be responded to as outlined in 5.1.4 above where applicable. Otherwise, any necessary investigation will be undertaken to identify cause, remediation, and future prevention of an adverse incident. Any necessary corrective action identified by such an investigation will be undertaken to remediate said adverse incident.

5.2.2 Notification of an Adverse Incident

Instructions (See PGP Part 5.1.4):

- Document the procedures for notification of the adverse incident, both internal to the Decision-maker's agency/organization and external. Contact information for state/federal permitting agency, nearest emergency medical facility, and nearest hazardous chemical responder must be in locations that are readily accessible and available.

When an Operator observes or is otherwise made aware of an adverse incident, which may have resulted from a discharge from a pesticide application, the Operator must immediately notify the appropriate EPA Incident Reporting Contact, as identified at www.epa.gov/npdes/pesticides. This notification must be made by telephone within 24 hours of the Operator becoming aware of the adverse incident. Operators must include in the written report the information provided to EPA in the 24-hour adverse incident notification and submit the written report within 30 days.

Link to EPA Adverse Incident Written Report for the PGP: http://www3.epa.gov/npdes/pubs/pgp_apph.pdf
EPA Idaho Operations Office: 208.378.5746

Idaho DEQ Idaho Falls Office: 208.528.2650
Idaho Department of Agriculture Idaho Falls Office: 208.525.7071
Nearest Medical Facility Teton Valley Health Care: 208.354.2383
Hazardous Chemical Response Driggs, ID: 208.354.2764

SECTION 6: Documentation to Support Eligibility Considerations under Other Federal Laws

Instructions (See PGP Part 5.1.5):

- If applicable, Decision-makers must keep documentation supporting their determination with regard to Part 1.1.2.4 (Endangered and Threatened Species and Critical Habitat Protection).

No NMFS EPA PGP listed resources of concern in any hydrologic units in Teton County.

SECTION 7: Signature Requirements

Instructions (see PGP Part 5.1.6):

- The following certification statement must be signed and dated to certify that the PDMP is in accordance with Appendix B, Subsection B.11 of the PGP.

Note: This certification must be re-signed whenever necessary to address any of the triggering conditions for corrective action in Part 6.1 or when a change in pest control activities significantly changes the type or quantity of pollutants discharged.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the application of pesticides, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: _____ Title: _____
Signature: _____ Date: _____

Repeat as needed for multiple Decision-makers at the site.

Name: _____ Title: _____
Signature: _____ Date: _____

Repeat as needed for multiple Decision-makers at the site.

Name: _____ Title: _____
Signature: _____ Date: _____

Repeat as needed for multiple Decision-makers at the site.

Name: _____ Title: _____
Signature: _____ Date: _____

Repeat as needed for multiple Decision-makers at the site.

SECTION 8: PDMP Plan Modifications

Instructions (see PGP Part 5.2):

- You must modify your PDMP whenever necessary to address any of the triggering conditions for corrective action in Part 6.1 or when a change in pest control activities significantly changes the type or quantity of pollutants discharged. Changes to your PDMP must be made before the next pesticide application that results in a discharge, if practicable, or if not, no later than 90 days after any change in pesticide application activities. The revised PDMP must be signed and dated in accordance with the PGP, Appendix B, Subsection B.11.
- You should include significant changes in the activities or their timing on the project, changes in personnel, updates to site maps, and so on.

SECTION 9: PDMP Availability

Instructions (see PGP Part 5.3):

- You must retain a copy of the current PDMP, along with all supporting maps and documents, at the address provided in Section III.3 of the NOI. The PDMP and all supporting documents must be readily available, upon request, and copies of any of these documents provided, upon request, to EPA; a State, Territorial, Tribal, or local agency governing discharges or pesticide applications within their respective jurisdictions; and representatives of the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS). EPA may provide copies of your PDMP or other information related to this permit that is in its possession to members of the public.
- Any Confidential Business Information (CBI), as defined in 40 CFR Part 2, may be withheld from the public provided that a claim of confidentiality is properly asserted and documented in accordance with 40 CFR Part 2; however, CBI must be submitted to EPA, if requested, and may not be withheld from those staff within EPA, FWS, and NMFS cleared for CBI review.

ATTACHMENTS

Attach the following documentation to the PDMP:

Attachment A – General Location Map

Attachment B – Pesticide General Permit

Attachment C – NOI and Acknowledgement Letter from EPA/State

Attachment D – Adverse Incident Report

Attachment E – Corrective Action Log

Attachment F – PDMP Amendment Log

Attachment G – Subcontractor Certifications/Agreements

Attachment H – Delegation of Authority

Attachment I – Annual Reports and Other Record Keeping

Attachment A – General Location Map

Attachment B – Pesticide General Permit

Attachment C – NOI and Acknowledgement Letter from EPA/State

Attachment D – Adverse Incident Report

Available Online at: http://www3.epa.gov/npdes/pubs/pgp_apph.pdf

Attachment G – Subcontractor Certifications/Agreements Template

SUBCONTRACTOR CERTIFICATION PESTICIDE DISCHARGE MANAGEMENT PLAN

Project Number: _____

Project Name: _____

Decision-maker(s): _____

As a subcontractor, you are required to comply with the Pesticide Discharge Management Plan (PDMP) for any work that you perform for the above designated project. Any person or group who violates any condition of the PDMP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the PDMP. A copy of the PDMP is available for your review.

Each subcontractor engaged in pesticide activities in the pest management area that could impact Waters of the United States must be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the PDMP for the above designated project.

This certification is hereby signed in reference to the above named project:

Company: _____

Address: _____

Telephone Number: _____

Type of pesticide application service to be provided: _____

Signature: _____

Title: _____

Date: _____

Attachment H – Delegation of Authority Form Template

Delegation of Authority

I, _____ (name), hereby designate the person or specifically described position below to be a duly authorized representative for the purpose of overseeing compliance with environmental requirements, including the Pesticide General Permit, for the _____ project. The designee is authorized to sign any reports, other documents required by the permit.

(name of person or position)
(company)
(address)
(city, state, zip)
(phone)

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in Appendix B, Subsection B.11.A of EPA's Pesticide General Permit (PGP), and that the designee above meets the definition of a "duly authorized representative" as set forth in Appendix B, Subsection B.11.A.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the pest management area, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: _____

Company: _____

Title: _____

Signature: _____

Date: _____

Attachment I – Annual Reports and Other Record Keeping

The following is a list of records you should keep at your site and available for inspectors to review:

- Copies of Annual Reports
- Records as required in PGP Part 7.4

Check your permit for additional details