

Teton County Idaho Commissioners' Meeting Agenda
Friday September 23, 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

CLERK – Mary Lou Hansen

1. Resolution 2016-0923A Budget Transfers for Q4 FY 2016
2. Resolution 2016-0923B Transferring funds prior to closing FY 2016

9:15 PUBLIC HEARING
FY 2016 Budget Opening, Resolution 2016-0923C

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

PUBLIC WORKS – Darryl Johnson

1. Road & Bridge
 - a. Approval of hiring John Pell for Heavy Equipment Operator Position
 - b. Henderson Canyon Road
2. Engineering
 - a. Bates Teton River Access Park
 - b. Packsaddle Road Vacation Application
 - c. Approval of Public Works Director to Attend the ID Association of Highway Districts and ID Association of County Engineers and Road Supervisors Meeting in Sun Valley Idaho
 - d. Horseshoe Vault Toilet
 - e. Snowplow Criteria
 - f. Compliance Issues

PLANNING – Kristin Owen

1. Code Enforcement Process
2. Code Compliance Officer Position
3. BYU – Idaho Outdoor Center
4. Land Use Development Code Update

10:00 PUBLIC HEARING – Huntsman Springs Plat Amendment

10:30 IT/EMERGENCY MANAGEMENT – Greg Adams

1. Approval of Homeland Security Grants
2. Approval of Google email and Apps for Work Project
3. Approval of Participation in the State All-Hazard Management Team
4. Approval of John Leidorf's Increase to 40 Hours Per Week
5. Approval to Purchase IT Feet Management Software
6. Approval to Switch Landline and Internet Service
7. Approval of Computer Arts Contract
8. Transition Plans to a Google hosted Email Solution
9. Next Teton County Radio/LEPC Meeting is October 4th at 2:30 pm
10. Eclipse Planning
11. PTO Carryover

11:00 DECISION ABOUT COMP TIME AND PTO CARRYOVER/BUYOUT REQUESTS

1:00 BUILDING DEPARTMENT - Wendy Danielson

1. Restructuring Discussion
2. Compliance Issues

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

1. Approve Available Minutes
2. Other Business
 - a. Executive Assistant Report
 - b. Plaques for Teton County Courthouse Murals
 - c. Approval of Appointment of Open Positions on the Planning and Zoning Commission and the Impact Fee Advisory Committee
 - d. ICRMP Terrorism Risk Insurance Act
 - e. Beer & Wine licenses, if any
 - f. Certificates of Residency
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

ADJOURNMENT

Upcoming Meetings

October 11 9:00 am Regular BoCC Meeting	October 24 9:00 am Regular BoCC Meeting	November 28 9:00 am Regular BoCC Meeting
October 14 10:00 am Teton County Criminal History Review Meeting	November 14 9:00 am Regular BoCC Meeting	December 12 9:00 am Regular BoCC Meeting



RESOLUTION 2016-0923A
BUDGET ADJUSTMENTS FOR Q4 FY 2016

WHEREAS, on August 24, 2015 the Board of County Commissioners adopted the Teton County Budget for Fiscal Year 2016; and

WHEREAS, since that date the specific needs and expenses within several Funds have changed; and

WHEREAS, since that date unanticipated revenues may have become available; and

WHEREAS, since that date monies budgeted to be spent during the previous fiscal year were not spent, resulting in unanticipated cash carryover into the current fiscal year; and

WHEREAS, pursuant to Idaho Code 31 Chapter 16, the Teton County Auditor may not issue, and the Teton County Board of Commissioners may not approve, any claim for any expenditure in excess of a budget appropriation; and

WHEREAS, specific accounts within several Funds do not have sufficient amounts appropriated, while other specific accounts within those Funds have excess amounts appropriated.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED that the Board of Teton County Commissioners do hereby approve the following transfers of budget appropriations as itemized in Exhibit A.

APPROVED by the Board of Teton County Commissioners on September 23, 2016.

Chairman: _____
Bill Leake

ATTEST: _____
Mary Lou Hansen, Clerk

EXHIBIT A - Resolution 2016-0923A Quarterly Budget Transfers Q4 FY 2016

Reason	Amount	Out of This Account	Description	Into This Account	Description	Date Discussed
Re-allocate budgets to fund additional gravel crushing	18,000.00	02-00-402-5	Salaries-Seasonal Truck Driver	02-00-689	Contract-Aggregate	9/12/2016
Re-allocate budgets to fund additional gravel crushing	45,000.00	02-00-646	Plant asphalt for patching	02-00-689	Contract-Aggregate	9/12/2016
Groundskeeper for Fair Board is now employee	3,480.00	82-00-670	Contracts-Groundskeeper	82-00-403	Salaries-Groundskeeper	3/28/2016
Re-allocate budgets to fund actual expenses	100.03	01-09-672	CH Snow Removal	01-09-467	CH Garbage removal	9/12/2016
Re-allocate budgets to fund actual expenses	1,000.00	01-09-672	CH Snow Removal	01-09-671	CH Landscaping	9/12/2016
Re-allocate budgets to fund actual expenses	1,300.00	01-17-672	LEC Snow Removal	01-17-671	LC Landscaping	9/12/2016
Changes that increase a Total Fund Budget without increasing taxes & DO NOT require a Journal Entry to move cash balances. These amounts will be added to the end-of-year Budget Resolution.						
Use 2016 PILT funds for purchase of Bates River Park property	181,435.00	n/a	n/a	86-30-800	Capital-River Access Park	6/20/2016
Use future ID Parks & Rec Grant for purchase of Bates River Park property	220,000.00	n/a	n/a	86-30-800	Capital-River Access Park	6/20/2016
Use unanticipated revenues for Fair Groundskeeper	3,200.00	n/a	n/a	82-00-403	Groundskeeper salary	3/28/2016
Use unanticipated revenues for Fair Expenses	6,000.00	n/a	n/a	82-00-510	Fair Expenses	9/23/2016
Use unanticipated revenues for Fair Expenses	1,725.00	n/a	n/a	82-00-445	Pig Wrestling Expenses	9/23/2016
Use remaining cash for capital improvement	2,500.00	n/a	n/a	82-00-800	Capital Improvements	9/23/2016
Use remaining cash for Hospital EMT severance costs	55,000.00	n/a	n/a	50-00-672	Contract with Hospital	7/25/2016
Use Secretary of Grant to purchase election equipment	44,905.00	n/a	n/a	86-18-899	Capital Election Equipment	3/14/2016
Changes that increase a Total Fund Budget without increasing taxes & DO require a Journal Entry to move cash balances. These amounts will be added to the end-of-year Budget Resolution.						
Use General Fund remaining cash for purchase of Bates River Park property	18,565.00	General Fund	n/a	86-30-800	Local Match, Parks	9/23/2016



RESOLUTION 2016-0923B
TRANSFERRING FUNDS PRIOR TO CLOSING FY 2016

WHEREAS, the Board of County Commissioners wishes to use Federal dollars for road construction projects that were previously deposited into the Solid Waste Fund, but not expended for the landfill cap repair;

NOW THEREFORE be it unanimously resolved that the Teton County Board of County Commissioners do hereby order the transfer of funds as follows:

Transfer \$311,078.00 received for Payment in Lieu of Taxes during FY 2014 and FY 2015 out of the (23) Solid Waste Fund and into the (02) Road & Bridge Fund

Debit 23-00-98	Credit 23-00-100
Debit 02-00-100	Credit 02-00-397

APPROVED by the Board of County Commissioners on September 23, 2016.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman: _____
Bill Leake

ATTEST: _____
Mary Lou Hansen, Clerk

Teton County 2016 Budget Opening

Public notice is hereby given that the Teton County Commission will meet September 23, 2016 at 9:15 am in the Commissioners Meeting Room at 150 Courthouse Drive, Driggs, Idaho for the purpose of opening the current fiscal year budget at which time any taxpayer may appear and be heard upon any part of said budget changes.



Fund	Salaries	Benefits	Other	Capital	Total
50 Ambulance			55,000		55,000
82 Fair	3,200		20,000	2,500	25,700
86 Grants				464,905	464,905
TOTAL	\$3,200	\$0	\$75,000	\$467,405	\$545,605

50 Use FY15 carryover for Hospital ambulance employee severance expenses

82 Use unanticipated revenue for Fair expenses, groundskeeper salary and capital equipment

86 Use the 2016 Federal PILT payment and grants to purchase the Bates River Access property and new election equipment

*Published in Teton Valley News
September 15 & 22, 2016.*

SUMMARY of Quarterly Changes for FY 2016 Budget Opening

Reason	Amount	Resolution	Budget Accounts Increased
Use contingency for costs related to 1/4 inch chip seal on Ski Hill Road	11,200.00	2016-0711B	02-00-521
Professional traffic control for chip seal projects	8,500.00	2016-0711B	02-00-641
Use remaining cash to purchase walk & roll equipment	24,950.00	2016-0411A	02-00-899
<i>Will not spend more than budget, no budget opening needed</i>	\$44,650.00	Total increase to 02 Road & Bridge budget	
Use remaining cash for Hospital EMT severance costs	55,000.00	2016-0923	50-00-672
<i>Will spend more than budget, must open budget</i>	\$55,000.00	Total increase to 50 Ambulance budget	
Use unanticipated revenue for new Fair expenses	1,000.00	2016-0411A	82-00-444
Use unanticipated revenue for new Fair expenses	2,000.00	2016-0411A	82-00-445
Use remaining cash to adjust Fair/Fairgrounds budget	400.00	2016-0111C	82-00-463
Use remaining cash to adjust Fair/Fairgrounds budget	1,375.00	2016-0111C	82-00-465
Use remain cash/unanticipated rev to adjust Fair/Fairgrounds budget	5,000.00	2016-0111C	82-00-498
Use remain cash/unanticipated rev to adjust Fair/Fairgrounds budget	2,000.00	2016-0111C	82-00-510-01
Use remain cash/unanticipated rev to adjust Fair/Fairgrounds budget	500.00	2016-0111C	82-00-559-1
Use unanticipated revenues for Fair Groundskeeper	3,200.00	2016-0923A	82-00-403
Use unanticipated revenues for Fair Expenses	6,000.00	2016-0923A	82-00-510
Use unanticipated revenues for Pig Wrestling Expenses at Fair	1,725.00	2016-0923A	82-00-445
Use remaining cash for capital improvement	2,500.00	2016-0923A	82-00-800
<i>Will spend more than budget, must open budget</i>	\$25,700.00	Total increase to 82 Fair Board budget	
Use Secretary of State Grant for new election equipment	44,905.00	2016-0923A	86-18-899
Use 2016 PILT funds for purchase of Bates River Park property	181,435.00	2016-0923A	86-30-800
Use future ID Parks & Rec Grant for purchase of Bates River Park property	220,000.00	2016-0923A	86-30-800
Use General Fund remaining cash for purchase of Bates River Park property	18,565.00	2016-0923A	86-30-800
<i>Will spend more than budget, must open budget</i>	\$464,905.00	Total increase to 86 Grants budget	



RESOLUTION 2016-0923C
OPENING FY 2016 BUDGETS FOR SEVERAL FUNDS

WHEREAS, the budgets for several Funds need to be updated to accurately reflect unanticipated revenue and related expenses, plus other expenditures funded with Remaining Cash, unanticipated revenues and grants; and

WHEREAS, the Board of County Commissioners published a legal notice and held a public hearing on September 23, 2016 in accordance with Idaho Code 31-1605; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Teton County Commissioners do hereby unanimously adopt the revised budget totals as itemized below:

Fund	Salaries	Benefits	Other	Capital	Total
50 Ambulance			55,000		55,000
82 Fair	3,200		20,000	2,500	25,700
86 Grants				464,905	464,905
TOTAL	\$3,200	\$0	\$75,000	\$467,405	\$545,605

APPROVED by the Board of Teton County Commissioners on September 23, 2016.

Chairman: _____

Bill Leake, Chairman

ATTEST: _____

Mary Lou Hansen, Clerk



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

September 20, 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 September 23, 2016 BoCC Meeting.

ROAD & BRIDGE

Heavy Equipment Operator Position – Road & Bridge recently lost a full time heavy equipment operator. We would like to offer the open position to John Pell. Due to John already having his CDL and past heavy equipment experience, we are proposing a hiring rate at Pay Grade 6, 91% of market rate, or \$17.56/hour.

ACTION ITEM – Motion to approve the hiring of John Pell for the Heavy Equipment Operator Position at a Pay Grade 6; 91% Market Rate of \$17.56/hour.

Henderson Canyon Road – R&B Crews continue working on the reconstruction of Henderson Canyon Road.

ENGINEERING

Bates Teton River Access Park – The land transaction took place last Friday, September 16. Teton County has secured 80 acres on the Teton River at Bates Road. Public Works is working with the Idaho Fish and Game to develop a new access road, ramp and parking lot design.

Packsaddle Road Vacation Application – The Packsaddle Road Vacation Public Hearing has been continued to October 31.

Training – I would like to attend the 2016 Idaho Association of Highway Districts and Idaho Association of County Engineers and Road Supervisors November 7-11 in Sun Valley Idaho. This conference allows me to meet peers from other Idaho communities and also attend training sessions relevant to road maintenance, construction, legal issues and funding opportunities.

County Policy requires that travel and attendance at a training or conference event by a department head be authorized by the County Commissioners

ACTION ITEM – Motion to approve the Public Works Director to travel overnight and attend the 2016 Idaho Association of Highway Districts and Idaho Association of County Engineers and Road Supervisors Conference in Sun Valley, Idaho on November 7 through November 11.

Horseshoe Vault Toilet –Attached is a conceptual site plan for the Horseshoe vault toilet. Teton County will continue to coordinate with the USFS. The vault toilet will be ordered this fall, fabricated over the winter and installed in the spring of 2017.

Snowplow Criteria –See the attached memo from Jay Millin regarding snowplow criteria. Public Works originally proposed a snowplow criteria rating in 2009. The rating sheet has changed over the years but has never been officially adopted by the BoCC. The original draft criteria scorecard is attached. Fremont County developed and adopted a snowplow criteria sheet starting with Teton’s 2009 draft criteria. Fremont County’s snowplow criteria sheet is also attached. What we are finding more than anything is there does not seem to be much consistency in the current snowplow map. We are plowing roads that no longer need plowed and there are a handful of subdivision roads currently on the snowplow map. Adopting any version of criteria will significantly change the current plowing routes. Through our efforts we are discovering necessary exceptions for road sections like Ski Hill, Cedron and Bates due to low densities of homes on major collectors. So we make major and minor collectors exceptions. Winter destinations like Horseshoe and the new Packsaddle parking areas for snowmobilers do not meet the minimum criteria so we will have to make recognized winter destination exceptions. Some subdivision roads like Grand Teton Rd/N1500E (Teewinot) that serve as our only north/south connection in the area are currently being plowed.

Options we see for moving forward with adopting a criteria include;

1. Adopt the most current Snowplow Criteria Rating Sheet immediately and grandfather the existing snowplow routes for the 2016/2017 winter. We would evaluate changes as requests were received and change routes if warranted.
2. Adopt the most current Snowplow Criteria Rating Sheet immediately and meet with the BoCC to discuss minor changes in the 2016/2017 winter snowplow routes. This conversation would mostly include roads currently on the snowplow map that no longer serve the purpose they were originally intended. Once the minor changes were made and the new snowplow map adopted, we would evaluate and modify new routes as described in option 1.
3. Adopt the most current Snowplow Criteria Rating Sheet immediately and meet with the BoCC to develop new snowplow routes for the 2016/2017 winter based entirely on the new snowplow parameters. This option would be more time consuming and likely require multiple meetings with the BoCC.

I personally like option 1 above. This commits the County to making a transition with minimal disruption for 2016/2017. I believe any criteria sheet adopted will require modifications as we discover issues. However, little to no progress is going to happen until we commit to making the change and adopting version 1.0 Teton County Snowplow Criteria.



PAYROLL FORM

Revised 5/29/2014

- NEW EMPLOYEE
- CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: PELL, JOHN

TO BE COMPLETED BY SUPERVISOR

Start Date: SEPT 26 2016
 Department: ROAD : BRIDGE
 Position: Hvy Equip OPERATOR
 Base hours per week: 40
 Current Status: Full Time Part Time no benefits
 REQUEST EFFECTIVE DATE: _____

TO BE COMPLETED BY EMPLOYEE

Mailing Address: 6403 N 1750 W
 City, State, Zip: TETONIA ID 83452
 Physical Address: SAME
 City, State, Zip: _____
 Telephone: 951-236-6950
 Emergency Contact: ELIZABETH PELL
 ER Contact phone #: 951 907 6003

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK: _____
 INSURANCE ELIGIBILITY DATE: _____

Pay Rate: \$ 17.56 Hourly

\$ _____ Salaried

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Employee Pay Grade: _____

Pay Rate is 91 % of market rate 2016

Budget Account # 02 RIB 405-01
FUND DEPT ACCOUNT

- Change Rate of Pay:
 - Merit Increase (attach Performance Evaluation)
 - Promotion Other _____
 - From \$ _____
 - To \$ _____

- Termination (Must attach Employee Separation Report):
 - Last Day Worked: _____
 - Voluntary Discharged Laid Off

Comments:

- W-4 Issue door key # _____
- I-9
- Supporting ID for I-9
- Direct Deposit ACTIVATE _____
- Personnel Manual Acknowledgement
- Contact AFLAC representative
- Report New Hire to ID Dept. of Labor
- PERSI Form 118 for New Deputy

Wellness Form Due _____ Check if Returned _____
 Accrual Activation Date for Benefited Employee _____

Entered by: _____ Date: _____

SIGNATURE

Submitted by: C Smith by dehaalheron Date: 9-19-16
 Approved by the Board of County Commissioners: per phone conversation 9/19/16 @ 14:59

Form to the Payroll Department



1 VAULT TOILET

- SUPPLIER - MISSOULA CONCRETE CONSTRUCTION
- MODEL - "ASPEN" LEFT HAND / FULL SCREEN SINGLE VAULT TOILET
- MISSOULA CONCRETE CONSTRUCTION TO DELIVER AND PLACE VAULT TOILET

2 SITEWORK

- TETON COUNTY R&B TO EXCAVATE 8' X 16' X 4'5" HOLE
- HOLE SHALL BE OVER EXCAVATED 6", COMPACTED, AND LEVELED WITH 6" SAND
- BACKFILL AND COMPACT AROUND STRUCTURE USING 6" LIFTS

3 AREA OF DISTURBANCE

- 4 INCHES OF TOP SOIL FLUSH WITH THE TOP OF THE FRONT SLAB
- GRADE SOIL 3-5% AWAY FROM STRUCTURE TO ENSURE PROPER DRAINAGE
- RESTORE NATIVE VEGETATION

4 PATHWAY

- 5' WIDE PATHWAY CONNECTING PARKING LOT TO VAULT TOILET
- ADA ACCESSIBLE (FIRM AND STABLE GRAVEL SURFACE)

This drawing is the property of the Teton County Engineering Dept. It shall not be reproduced or be used for any construction except as herein indicated without the express written consent of the Teton County Engineering Dept.

DRAFT NOT FOR CONSTRUCTION

DESIGNED:	JFM
CHECKED:	DSGN/CHECKED
DWG CHECK:	DWG/CHECKED
PROJECT NO:	1658
UNITS:	UNITS
FILE NAME:	FILE/NAME
Misc:	MISC1
Misc:	MISC2
Misc:	MISC3

Teton County
Engineering & Public Works
 150 Courthouse Dr., Driggs Idaho, 83422
 Ph: (208)354-0245



AERIAL
HORSESHOE VAULT TOILET
OLD HORSESHOE RD DRIGGS, ID 83422

9/6/16
JOB#1658
PG#1
TOTAL PGS 1



WK: 208-881-4048
jmillin@co.teton.id.us

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

DATE: 9-17-2016

TO: Public Works Director – Darryl Johnson
FROM: Teton County Engineering Tech – Jay Millin
SUBJECT: **Snowplow Criteria**

Teton County’s snowplow criteria has not changed in years despite changes in housing density, new subdivisions, and the needs of the community. Below is a proposed criteria rating sheet that has been developed from both the current criteria and Fremont County’s policy. It is much quicker than the previous version to prescreen road segments as to whether they may qualify for plowing. It allows input from the Road & Bridge Supervisor to determine how difficult a road segment is to plow. Since our Road & Bridge crew see these roads on a daily basis and are responsible for snow removal, it only makes sense to use their knowledge and expertise.

The proposed rating includes a provision for recognized winter recreation destinations that see high use but wouldn’t otherwise get approved due to low resident density. It may be prudent to add another provision for plowing the complete bus route. However, different factors are considered when designing a bus route versus a plow route. What may be sensible for one could be very difficult to achieve for the other.

In order to directly compare the two methods of rating, several roads were ranked using both methods. Although the total points differ, they put the plow segments in the same order. One recent request involving W10000S from HWY 31 to Little Pine Lane was ranked and determined to not qualify for plowing. The lack of snow storage area disqualifies this section before ranking. Its lack of homes and a dangerous turnaround on HWY 31 cause it to fail beyond the snow storage issue.

While analyzing the potential impacts of adopting and utilizing a snowplow criteria rating, it has become apparent that few items need to be addressed. There are currently numerous roads on the plow route that don’t qualify on either the old or proposed ranking. A discussion on how to appropriately remove/add segments needs to occur.

The new ranking criteria excludes interior subdivision roadways from being plowed by the County. Several subdivision roads are currently plowed including Indian Sunset Rd, Grand Teton Rd, N 1500 E, Grandview Dr, Valley Dr, Bainbridge Dr, Jackalope Way, Quaking Aspen Dr, Pioneer Trail etc. These are all roads that rank quite well due to the density of homes, but the responsibility to maintain them does not lie on the County.

Roads such as Bates and Ski Hill Rd don’t qualify due to low housing density, however they must be plowed since they are major collectors and provide connectivity around the County. Major collectors will be plowed regardless of ranking.

Old Horseshoe Road and other public accesses do not qualify for plowing due to low housing density and difficulty. These roadways need to be cleared in order for people to access public lands, especially high use areas. Recognized winter recreation destinations will be plowed intermittently as time permits.



Teton County Snowplow Criteria Rating Sheet

To be filled out by Applicant

To be filled out by County

Name	
Mailing Address	
Phone #	
Email (optional)	
Proposed segment to be plowed	From:
	To:

Date/Application #	
Plow Segment	
Plow From	
Plow To	
Reviewed By	
Total Score	
Segment Approved?	Yes No

Snowplow Consideration Questions		
Subdivision		
Is the segment an interior subdivision road?	Yes	No
	Road does not qualify	Proceed to next question
Snow Storage Area		
What is the distance to the nearest obstruction* from the centerline of the roadway?	Less than 25'	25' or more
	Road does not qualify	Proceed to next question
*Does not include mailboxes, signs, or utility lines		
Plow Turnaround Area		
Has the turnaround at the end of the segment been approved by R&B Supervisor?	No	Yes
	Road does not qualify	Proceed to rating section

*Major collectors will be plowed regardless of ranking

*Recognized winter recreation destinations will be plowed intermittently as time permits

Snowplow Rating Section				
Resident Density				
# of homes per mile Each home/mile is worth 10 points	# of Homes	Miles	Density (home/mile)	Points (Density*10)
Turnaround Elimination				
# of turnarounds eliminated by changing the plow route	# of Turnarounds Eliminated			Points (Turnarounds * 5)
Increased Snowplow Segments				
# of increased plow segments A segment is a portion of road between plowed County road intersections.	Increased Segments			Points (Segments * -10)
Difficulty				
Difficulty* of plow segment as determined by R&B Supervisor *Includes wearing surface, width, terrain, etc.	High Difficulty	Medium Difficulty	Low Difficulty	Points
	-30	-15	0	0

Must have at least 50 points to qualify for snowplowing

Total Points:



Teton County Snowplow Criteria Rating Sheet

To be filled out by Applicant

Name	
Mailing Address	
Phone #	
Email (optional)	
Proposed segment to be plowed	From:
	To:

To be filled out by County

Date/Application #	9/17/2016		
Plow Segment	W10000S		
Plow From	HWY 31		
Plow To	Little Pine Ln		
Reviewed By	JFM		
Total Score	-15		
Segment Approved?	Yes	No	X

Snowplow Consideration Questions

Subdivision		
Is the segment an interior subdivision road?	Yes	No
	Road does not qualify	Proceed to next question
Snow Storage Area		
What is the distance to the nearest obstruction* from the centerline of the roadway?	Less than 25'	25' or more
*Does not include mailboxes, signs, or utility lines	Road does not qualify	Proceed to next question
Plow Turnaround Area		
Has the turnaround at the end of the segment been approved by R&B Supervisor?	No	Yes
	Road does not qualify	Proceed to rating section

*Major collectors will be plowed regardless of ranking

*Recognized winter recreation destinations will be plowed intermittently as time permits

Snowplow Rating Section

Resident Density				
# of homes per mile Each home/mile is worth 10 points	# of Homes	Miles	Density (home/mile)	Points (Density*10)
	0	0.3	0	0
Turnaround Elimination				
# of turnarounds eliminated by changing the plow route	# of Turnarounds Eliminated		Total Points (Turnarounds * 5)	
	0		0	
Increased Snowplow Segments				
# of increased plow segments A segment is a portion of road between plowed County road intersections.	Increased Segments		Total Points (Segments * -10)	
	0		0	
Difficulty				
Difficulty* of plow segment as determined by R&B Supervisor *Includes wearing surface, width, terrain, etc.	High Difficulty	Medium Difficulty	Low Difficulty	Total Points
	-30	-15	0	-15

Must have at least 50 points to qualify for snowplowing

Total Points: -15

DRAFT -Teton County - Snowplowing Criteria Rating Sheet -DRAFT

Request to plow ___ miles of _____ Road from _____ to _____
 Name: _____ Address: _____ Date: _____
 Phone No: _____ Cell Phone No: _____
 email: _____

No. of year-round residences***	40 pts for each residence			
(per mile of road)	Length of road =	1	(miles)	
Actual No. of year-round residences	# of residences =	1		Subtotal:
Earned Points		40		40

Turn around at the end of the road	60' radius	59' to 55'	54' to 50'	thru to PR	
Possible Points:	20	15	5	20	
Actual turn around.					Subtotal:
Earned Points	0	0	0	0	0

PR = Plowed Road

No. of homes per 1/4 of a mile	20 pts for each home per 1/4 of a mile			
Possible Points:	1 mile w/ 4 homes = 20 pts			
Actual No. of homes per 0.25 of a mile			0.3	Subtotal:
Earned Points				5

Proximity to a plowed route from midpt.	1/4 mile	1/2 mile	3/4 mile	1 mile	
Possible Points:	20	10	7	5	
Total proximity (length/2 + dist from end)			0.5	(miles)	Subtotal:
Calculated Earned Points	dist from end to plowed =			0	(miles) 10

Type of roadway	Paved 24'	Gravel >24'	Gravel <24'	Dirt	
Possible Points:	40	20	5	0	
Actual type of roadway					Subtotal:
Earned Points	0	0	0	0	0

Width of Roadway, incl. snow storage*	60' +	55' to 59'	50' to 54'	49' or less	
Possible Points:	20	10	5	0	
Actual width of Roadway					Subtotal:
Earned Points	0	0	0	0	0

*Rounded to nearest whole foot.

Type of terrain	Steep	Curved	Cuts	Windy	
Possible Points**:	-120 to 0	-120 to 0	-120 to 0	-120 to 0	
Actual Type of Terrain					Subtotal:
Earned Points	0	0	0	0	0

**These points are assigned by the R&B Supervisor on a case by case basis.

***Vehicles must be registered in Teton County

Total points earned: 55

Numbers verified by: _____ Numbers accurate: ___ Yes ___ No

Approved by: _____ Date: _____

Must have a minimum of 180 points to qualify for snowplowing.

!! DRAFT !!

All numbers will be verified by Teton County.

Fremont County Snowplow Criteria Sheet



To be filled out by Applicant	
Name	
Mailing Address	
Phone #	
Email	
Proposed Address to be plowed	

To be filled out by County	
Date/Application #	
Plow Segment	
Plow From	
Plow To	
Reviewed By	
Total Score	
Roadway Approved	Yes No

Preliminary Snowplow Consideration Questions		
Subdivisions		
Question 1 - Is the road located in a subdivision?	Yes	No
	Road does not Qualify	Proceed to Question 2
Roadways to subdivisions qualify but roadways in subdivisions do not qualify		
Snow Removal Area		
Question 2 - What is the distance to the nearest obstruction* from the centerline of the roadway?	Less than 25'	25' or more
*Does not include mailboxes, signs, or utility lines	Road does not Qualify	Proceed to Question 3
If the roadway does not meet this criteria, it is the applicants responsibility to lawfully move/remove the obstructions		
Snowplow Turnaround Area		
Question 3 - What is the diameter of the turnaround at the end of the proposed snowplow segment?	Less than 99'	An Intersection or 100'+
	Road does not Qualify	Proceed to Question 4
If the roadway does not meet this criteria, it is the applicants responsibility to provide the required area for a turnaround		
Groomed Trail		
Question 4 - Is the proposed road a groomed trail?	Yes	No
	Road does not Qualify	Proceed to Snowplow Rating Section
If the roadway does not meet this criteria, it is the applicants responsibility to provide easements for an approved alternate trail route		

Snowplow Rating Section				
Resident Density				
# of residences (homes)* per snowplow segment** per mile (Each resident/mile is worth 15 points)	# of Residences	Miles	Density (Res/Miles)	Total Points (Density * 15)
* Only residences with proof of homeowner's exemptions or consent from Commissioners qualify				
** Snowplow segments are determined by the County				
Increased Snowplow Segments				
The number of increased plow segments* the new route will create (1 segment is worth 0 points, each additional segment is worth -10 points)	Increased Segments	Points (Seg * -10)	Adjusted Points (Points + 10)	Total Points
* Snowplow segments are determined by the County				
Snowplow Difficulty				
Difficulty has been determined by the road supervisor in that area	Difficult	Medium Difficulty	Not Difficult	Total Points
See Difficulty Map	-30	-15	0	
Turnaround Elimination				
The number* of turnarounds eliminated by changing the plow route?	# of Turnarounds Eliminated	Total Points (Turnaround(s) * 5)		
*Each eliminated turnaround is worth 5 points				
Snowplow Rating Total				
Must have a 50 to qualify for snowplowing	Total Points			

2016 Agenda

Sun Valley, Idaho

November 7th, 2016 Monday

5:00- 6:00 P.M. Early Registration

November 8th, 2016 Tuesday

7:00-8:00 A.M. Breakfast
8:00-8:30 A.M. Opening Ceremonies
8:30-9:00 A.M. Reports
9:00-10:30 A.M. LHTAC (Laila) John will get topic title
10:30- 11:00 A.M. Break
11:00-Noon Common Sense Bridge (Jim Roletto & Frosty Greenfield)
Noon- 1:00 P.M. Lunch
1:00- 2:00 P.M. Bidding Laws (John will contact Speaker)
2:00-3:00 P.M. Permitting 101 (Corps of Engineers)
3:00-3:30 P.M. Break
3:30-5:00 P.M. Scrub Seal/ Micro Servicing/ Asphalt Q&A (Idaho Asphalt)
5:30-7:00 P.M. Happy Hour with Western States Equipment

November 9th, 2016 Wednesday

7:00-8:00 A.M. Breakfast
8:00-10:00 A.M. ICRMP
10:00-10:30 A.M. Break
10:30-Noon Burma Road, Lessons Learned (LHTAC Karissa Hardy)
Noon-1:00 P.M. Lunch
1:00-2:30 P.M. Break-Out Sessions
A. Life of a bridge: Inspect/rate/maintain/rehab (Keller Associates, Inc.)
B. Road Side Design (Paragon Consulting)
2:30-3:00 P.M. Break
3:00-4:30 P.M. Prescriptive Right of Ways (Attorney Christopher H. Meyer)
4:30-5:30 p.m. Business Meeting

*For Reservations call 1-800-786-8259. Make sure you tell them you are with the IACERS/IAHD to get discounted room rate.



FROM: Kristin Owen, Planning Administrator
TO: Board of County Commissioners
RE: Planning Department Update
MEETING: September 23, 2016

The following items are for your review and discussion.

Code Enforcement Update

Code Enforcement Process: At the last meeting, it was explained that we need a process defined to enforce code violations. The Code identifies fines that can be charged, but a process was never established to actually fine property owners. I will keep working with Kathy Spitzer, as time allows, to work on identifying this process.

Code Compliance Officer Position: The FY2017 budget includes an item for a Code Compliance Officer. If this was approved, I would like to start advertising for this position as soon as possible. We need a process in place to assist with enforcement, but we can have someone dedicated to identifying and investigate code violations while we are working on that process.

BYU-Idaho Outdoor Center: A request was made for an update on this code violation. A letter was sent to BYU-Idaho on 9-7-2016 (attached). On 9-16-2016, I received an email from Stephen Craig, University Counsel, asking about a timeframe.

Land Use Development Code Update

Update from the 9-21 & 9-22 open houses.

Attachments

1. BYU-Idaho Code Violation Letter dated 9-7-2016



Teton County Planning Department
150 Courthouse Drive, Room 107 | Driggs, ID 83422
Phone (208) 354-2593 | Fax: (208) 354-8410
www.tetoncountyidaho.gov

September 7, 2016

*Sent via email, with paper
copy mailed, on 9-7-2016.*

BYU-Idaho
Attn: Jason Thornton
525 South Center St., Office 101 MC
Rexburg, ID 83460
thorntonja@byui.edu

RE: BYU-I Outdoor Learning Center

Dear Mr. Thornton,

Teton County has received numerous complaints regarding the BYU-Idaho Outdoor Learning Center located at Badger Creek. The purpose of this letter is to notify you that you are in violation of the Teton County Land Use Code and request you remedy the violations immediately. Below is a list of violations that Teton County has identified.

1) Change in Occupancy of a “Nonconforming Use”

8-7-1-B: Changes in occupancy may be permitted in a nonconforming use, provided the new occupancy has no greater impact on the land use, traffic, noise generation, parking requirements, and similar factors that existed with the nonconforming land use prior to the change in occupancy.

This use originally was for practical and experience education for students enrolled at Ricks College (see attached). Ricks College was a two-year college. The transition from Ricks College to BYU-Idaho (a four year university) in 2000 triggered a change in occupancy. Additionally, the property is now utilized by individuals who are not students at BYU-Idaho. This change in occupancy has increased impacts on land use, traffic, noise generation, and parking.

2) Replacement of “Nonconforming Use” Buildings

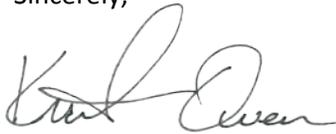
8-7-1-D: Any nonconforming building may be replaced, but only where the effect of the replacement remains similar to or lessens the adverse impact of the nonconforming land use. Replacement of nonconforming structures requires a building permit.

The County was recently contacted by Chad Alldredge, with BYU-I, about replacing the existing sleeping cabins. Because the new occupancy has a greater impact on the land use, traffic, noise generation, parking requirements, the buildings may not be replaced.

If replacement of these buildings is still desired when the use is no longer in violation, the structures will have to be in compliance with the building code in place at that time. Currently, that code is the 2012 International Building Code, which would classify these units as Group R-3 and shall be required to have automatic sprinklers. The entire unit, including foundation, would need to be designed by a structural engineer with an Idaho license. A large part of the property is also in the floodplain, and any development that occurs in a floodplain must obtain a floodplain development permit and comply with Teton County Code, Title 12.

If you have any questions or concerns about the violations and the resolution options, please feel free to contact me or the Teton County Prosecutor's Office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kristin Owen".

Kristin Owen
Planning Administrator

attach: Teton County Meeting Minutes dated March 12, 1979

cc: Kathy Spitzer, Teton County Prosecuting Attorney (kspitzer@co.teton.id.us)
Tom Davis, Teton County Building Official (tdavis@co.teton.id.us)
Stephen Craig, BYU-Idaho (stephen_craig@byu.edu)

CHARITY WARRANT'S NO. 1057 Thru 1062 TOTALLING: \$2,942.77

Coburn Drug	Indigent Prescriptions	1057	976	77.21
Prescription Center	Indigent Prescriptions	1058	977	43.48
Lorraine Baler	Indigent Aid	1059	978	125.00
Sessions Save On Food	Indigent Groceries	1060	979	22.23
Dist. Seven Health Department	Health Contribution	1061	980	2,610.50
V-1 Oil Company	Indigent Propane	1062	981	64.35

DISTRICT COURT WARRANTS NO. 39 Thru 40 TOTALLING: \$217.44

Mountain Bell	Telephone	39	25	67.44
W. C. Porter	Court Appointed Attorney fees	40	26	150.00

LANDFILL WARRANTS NO. 29 Thru 30 TOTALLING: \$6,133.00

Walter Reich	Landfill less tractor useage	29	29	965.00
Donald Clark	Land Purchase Payment	30	30	5,168.00

Clerk's Notes
March 12, 1979

ROADS ROAD WORK:

Darrell Jackson appeared and discussed with the Board various road conditions and certain road machinery. It was reported that the tractor trailer needed attention and repair, it was concluded that this work may be done by the local road crew at this time since it was a slack time in road maintenance and snow removal. Also, it was noted that some roads which had been closed by snow during the winter months might now be opened since from now on it should not be too difficult to keep them open.

The advisability of placing load limits on the county oil roads was discussed and it was moved by Lowell Curtis that a limit of 350 lbs per square ince by place on all county oil roads. The move was seconded by Larry Cooke, and it carried unanimously. It was further noted that a speed limit of 30 miles per hour also be placed on these roads.

PLANNING:

Dan Letham and Richards Briggs of the local planning board called on the board and reported progress being made in this matter and also raised the following questions:

1. What of County Road Standards? It was reported that the County had no roads standards as of this date other than those recited in the Subdivision Ordinance, which probably would be sufficient for the present.
2. Decision of lot size. Agreed that this would be left out at this time.
3. Define minimum acreage for subdivision. Set at 40 acres.
4. Agreed that a copy of restricted covenants be presented at the time the plat is presented for approval by the Commissioners.

WEED SPRAYING:

Jay Hanson called on the Board and wished to know whether the county would go the contract way of spraying weeds this year, or the County do it. Concluded to go on the contract method.

SURVEYS - ROADS:

Earl S. Kemp of Forsgren and Perkins appeared and reviewed with the Board the Offsystem road and bridge programs available. Agreed to go on the bridge inspection program, and would do the White bridge first and submit cost estimate. Also discussed various ways of completing Bates-Cedron road. Proposal are on file with the Clerk of the Board.

ATTORNEY:

Neil Johnson appeared as counsel for the Board in several matters. He noted that it was not necessary to hold hearings in the matter of abandoning road in cases where they were no longer needed.

Indigent aid was discussed and the Board was advised that the two claims presented for hospitalization of Michael Wood and Goldie Wood could not be approved at this time for reasons that the assets of Goldie Wood would not admit county aid. The application of Michael Wood was incomplete, in that the assets page was missing, the signature had not been notarized.

INDUSTRY:

Members of the Briggs Chamber of Commerce met with the commissioners in the Courtroom of the County Courthouse who presented to the Board the possibility of a plastic manufacturing business to locate here in the Teton Valley. The visitors were hopeful that there might be some way in which the Commissioners could attract this industry to our area. The visitors were anxious for the Board to write a letter of invitation to the business now located in Jackson, Wyoming in an effort to get a favorable response.

RICKS COLLEGE:

Representatives from Ricks College presented a map of the area which is being purchased by the college from private ownership in the northern part of the valley. The visitors stated that the purpose of the facility would be used toward a more practical and experience education for students enrolled at Ricks. They were desirous of knowing whether the planning program now in the making in the County would offer any restrictions to these objectives. It appeared that there were no objections to the proposals at this time, and that after the planning board had completed their work, that there would be no further restrictions as may relate to the development proposed by the College. A letter to this effect was prepared by the Planning Board and signed by both boards.

March 16, 1979

APPRAISAL WORK:

The Board came together and met with Wayne Atchley and Lloyd Shewey in the matter of appraisal work. This meeting was as a result of HB 166 and letter from the State Tax Commission requiring appraisal on all property to the 1978 value level to be completed May 15, 1980. Lloyd Shewey made an offer of \$8.20 per unit and there would be approximately 1441 units which would total \$11,811.00. After some little discussion, it was concluded to engage the



A REQUEST FOR A SIGNIFICANT PLAT AMENDMENT FINAL PLAT APPROVAL

BY: Pearson Revocable Trust & Huntsman Springs Inc.
FOR: Huntsman Springs PUD Phase 3A, Blk 10, Lot 9A
WHERE: 1200 Shasta Daisy Ct., Driggs, ID 83422
PREPARED FOR: Board of County Commissioners
Public Hearing of September 23, 2016

APPLICANT: Huntsman Springs Inc. & Pearson Revocable Trust

LANDOWNER: Pearson Revocable Trust

REQUEST: The Pearson Revocable Trust, represented by Huntsman Springs, Inc. is proposing an amendment to Huntsman Springs PUD, Phase 3A, which would split Lot 9A (0.86 acres) into two lots (0.4 ac and 0.46 ac). Lot 9A was originally platted as two lots but combined through Amendment No. 2 in 2013.

APPLICABLE COUNTY CODE: City of Driggs Comprehensive Plan 2007-2020; City of Driggs Zoning Regulations (Title 9); Teton County Subdivision Regulations (Title 9); City of Driggs Subdivision Design Standards (Title 10, Chapter 4); City of Driggs Subdivision Improvement Requirements (Title 10, Chapter 5); City of Driggs PUD Regulations (Title 10, Chapter 6); Idaho Statutes Title 67-65, Title 50

LEGAL DESCRIPTION: LOT 9A BLK 10 HUNTSMAN SPRINGS PUD COUNTY PHASE 3A SEC 26, 27 T5N R45E

LOCATION: 1200 Shasta Daisy Ct., Driggs Area of Impact

ZONING DISTRICT: A-2.5

PROPERTY SIZE: 0.86 acres

VICINITY MAP:



PROJECT DESCRIPTION

This amendment proposes to split Lot 9A in Block 10 into two lots: Lot 9 and Lot 10. Lot 9A in Block 10 of Huntsman Springs PUD Phase 3A was originally platted as two lots: Lot 9 and Lot 10. As part of Amendment No. 2 to Huntsman Springs, Lots 9 and 10 were combined into one larger lot in 2013 (Attachment #4). The lots were combined because the property owner had planned to build a larger home. However, the property owner is no longer planning to construct a home and wish to return Lot 9A back to its original, two lots (Attachment #6). Preliminary Plat approval was given by the Board of County Commissioners on August 16, 2016.

INTER-AGENCY AND DEVELOPMENT REVIEW COMMITTEE COMMENTS

On June 16, 2016, we had a DRC meeting with Huntsman Springs Inc. (Todd Woolstenhulme), Teton County Public Works Director (Darryl Johnson), Teton County Prosecutor (Kathy Spitzer), City of Driggs Planning Administrator (Ashley Koehler), and Teton County Planning Administrator (Kristin Rader). Eastern Idaho Public Health (Mike Dronen) emailed comments instead of attending the meeting. From this meeting, the following items were identified (more information can be found in Attachment #7).

- **Roads & Utilities:** Roads are existing. Two utility stubs and water and sewer hookups are already installed to this lot.
- **Sewer:** The Huntsman Springs amended plat will require an EIPH subdivision assessment application and review. The proposal will also require a review by DEQ, that will need to be completed before EIPH signs the health certificate.
- **Density:** The original number of lots approved as part of the Huntsman Springs Master Plan has not been amended. Lots can be platted or adjusted up to the maximum density.
- **Signatures on Plat:** Only the property owner and Huntsman Springs Inc. will need to sign off on the plat.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE

Idaho Code, Title 67; Section 67-6509, 67-6511, 67-6512, and Title 9, Section 3-2-C of the Teton County Zoning Ordinance. The public hearing for the Board of County Commissioners was duly noticed in the Teton Valley News. A notification was sent via mail to surrounding property owners within a 300-foot buffer area, as well as all property owners in subdivisions that intersect with the 300-foot buffer. A notice was also posted on the property providing information about the public hearing.

COMMENTS FROM PUBLIC AT LARGE

Staff has not received any written comments from the public at the time of this report.

APPLICATION REVIEW & APPROVAL PROCESS

This application is considered a Substantial Change- Increase Scale, Impact, because it is adding an additional lot (9-7-1 (B-2-b)).

9-7-1-B-1 Purpose and Intent

The purpose and intent of this Subsection is to provide an efficient procedure for reviewing changes or proposed vacations to previously recorded rights-of way, easements, to recorded plats of subdivisions and Planned Unit Developments or to recorded Development Agreements. It is the further purpose and intent to ensure the revised plats, and Planned Unit Developments or recorded Master Plans comply with all applicable regulations but it is desirable to avoid unnecessary duplication of studies and analyses that may have been required as part of the initial plat application and approval. The purpose and intent also is to reduce the intrusion of development into sensitive natural areas of the county and reduce governmental costs associated with scattered development by expediting changes to recorded plats that reduce the number of vacant platted lots in the county.

Specific for a Substantial Change- Increase Scale, Impact application - The review process is to follow the Preliminary & Final Plat approval processes (9-7-1 (B-4-b)). This means there will be two (2) public hearings for Preliminary approval (PZC & BoCC), and one (1) public hearing for Final Approval (BoCC) (9-3-2).

Specific to the Driggs Area of Impact – The Subdivision Application Review Process: The county Planning Department and county Planning Administrator shall process all subdivision applications filed for land 100% within the Driggs Area of City Impact according to the process established in Title 9 of the Teton County Code, with the following exceptions and modifications:

- i. City Planning Administrator Review Required: The City Planning and Zoning Administrator shall participate in all applicant conferences and meetings of the joint Driggs-Teton county Planning Commission and shall provide city reviews and reports to the joint Planning Commission covering at least all aspects of application conformance with the applicable city Plan, zoning regulations, subdivision design standards and subdivision improvement requirements, and additional reviews and reports as requested by the joint Planning Commission.
- ii. Water and Sewer Will Serve Letter Requirement: The County shall require any Concept Application proposing connection to the city’s water or wastewater systems to include a Will Serve letter from the city approving such connection in order to be deemed a complete application.

OVERVIEW OF FINAL PLAT APPROVAL

9-3-2-D-1: Overview: This phase of the subdivision/PUD process is to present the Board of County Commissioners the completed documentation as required by this ordinance for a final review before rendering a decision to approve, deny, amend or remand this application. If the Board elects to amend the application, additional findings and reasoning shall be made in writing in accordance with state code. Otherwise the findings and reasoning should be contained in the Master Plan / Development Agreement / and Final Plat. (amd. 06-05)

9-3-2-D-2-g: Hearing(s): The Board shall schedule a public hearing in accordance with the public hearing process outlined above in 9-3-2(D-2). The Board’s decision shall be to continue, approve, approve with conditions, or deny Specific reasoning for the decision shall be included in the record based on the information provided from the Commission and/or the Board on the plat(s), Development Agreement, and/or other studies and findings (amd. 2011-03-17).

CONSIDERATION OF APPROVAL

For a Substantial Change- Increase Scale, Impact application the following is the criteria for approval ((9-7-1 (B-2-b):

- i. The master plan and plat for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the current county regulations.
- ii. Any proposed changes to a recorded plat or master plan that increase direct or indirect impacts may require additional mitigation pursuant to the criteria and standards of county regulations.

9-3-2-D-2-h: Findings: In conjunction with the decision for approval, approval with conditions, or denial of an application for a subdivision or PUD, the Board shall make written findings with respect to the items required with the submission of the application and the criteria below. Additional written findings are not necessary where the public documents or records of the public hearing already provide a written record.

- i. **Each exception to otherwise applicable restrictions shall be identified and the reasons supporting the exceptions stated.**

There are no exceptions to application restrictions being approved with this application.

- ii. **The subdivision or PUD is consistent with the public health, safety and welfare of the County and with all applicable provisions of Title 9 and Title 8 of the Teton County code. (amd. 11-14-08)**

This application complies with applicable County & City regulations, including the Driggs Comprehensive Plan. The development has not exceeded the total density approved with this PUD. This lot is identified as residential 04-.08 acre lots in the Huntsman Springs PUD Master Plan, and the proposed lot sizes comply with this lot size.

- iii. **The information required in the application has been verified and is correct.**

The application has been verified by staff and is correct.

- iv. **The PUD contains the minimum of open space required by this Title or amount of open space agreed to in the plans and plat. (Amd.06-05)**

This PUD was previously approved by the County and City using the open space and clustering requirements at that time. This proposal is not affecting any open space or existing development clusters, aside from adding a lot back into one of the clusters.

BOARD OF COUNTY COMMISSIONERS POSSIBLE ACTIONS

- A. Approve the substantial plat amendment final plat application, having provided the reasons and justifications for the approval.
- B. Approve the substantial plat amendment final plat application, with modifications to the application request, or adding conditions of approval, having provided the reasons and justifications for the approval and for any modifications or conditions.
- C. Deny the substantial plat amendment final plat application and provide the reasons and justifications for the denial.
- D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.

POSSIBLE CONDITIONS OF APPROVAL

- 1. Address all comments on the Teton County Survey Review dated August 29, 2016, conducted by Public Works Director, Darryl Johnson.

POSSIBLE MOTIONS

The following motions could provide a reasoned statement if a Commissioner wanted to approve or deny the application:

APPROVAL

Having concluded that the Criteria for Approval of a Substantial Change - Increase Scale, Impact found in Title 9-7-1(B-2-b) can be satisfied with the inclusion of the following condition of approval:

- 1. *Address all comments on the Teton County Survey Review dated August 29, 2016, conducted by Public Works Director, Darryl Johnson.*
- *and having found that the considerations for granting the Substantial Plat Amendment Final Plat to Pearson Revocable Trust can be justified and have been presented in the application materials, staff report, and presentations to the Board of County Commissioners,*
- *and having found that the proposal is generally consistent with the goals and policies of the 2007-2020 City of Driggs Comprehensive Plan,*
- *I move to APPROVE the Substantial Plat Amendment Final Plat for Huntsman Springs PUD Phase 3A as described in the application materials submitted June 7, 2016 and as supplemented with additional applicant information attached to this staff report.*

DENIAL

Having concluded that the Criteria for Approval of a Substantial Change - Increase Scale, Impact found in Title 9-7-1(B-2-b) have not been satisfied, I move to DENY the Substantial Plat Amendment Final Plat for Huntsman Springs PUD Phase 3A as described in the application materials submitted June 7, 2016 and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:

1. ...

Prepared by Kristin Owen on 8-25-2016

Attachments:

- | | |
|---------------------------------------|--|
| 1. Application (3 pages) | 6. Final Plat Drawings (3 pages) |
| 2. Letters of Authorization (2 pages) | 7. DRC Meeting Notes (1 page) |
| 3. Corporation Deed #223715 (1 page) | 8. Adjacent Landowner Notification (2 pages) |
| 4. Amended Plat #229316 (1 page) | 9. City of Driggs Review (1 page) |
| 5. Narrative (1 page) | 10. Survey Review (1 page) |

End of Staff Report



RECEIVED
 BY: K. Rader
 DATE: 6-7-2016

Huntsman Springs PUD County Phase 3A AMENDMENT NO. 3
 NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. It is recommended that the Applicant review Title 9 of the Teton County Code prior to submittal. This Title along with application materials are located on the County website at www.tetoncountyidaho.gov. The planning staff is also available to discuss applications and answer questions prior to receiving an application.

To expedite the review of your application, please be sure to address each of the following items.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Huntsman Springs Inc; Pearson Revocable Trust

Applicant: same as above E-mail : tw@huntsmansprings.com (agent)

Phone: (208) 354-9665 Mailing Address: 1839 North 1000 West

City: Driggs State: Idaho Zip Code: 83422

Engineering Firm: Rendezvous Engineering Contact Person: Bob Ablondi Phone: (307) 733-5252

Address: P.O. Box 4858; Jackson, Wy; 83001 E-mail: rtaabloni@aol.com

Location and Zoning District:

Address: 1200 SHASTA DAISY CT Parcel Number: Block 10 Lot 9A

Section: 27 Township: 5N Range: 45E Total Acreage: 0.86

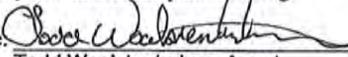
Proposed Units/ Lots: 2 (55 total Phase 3A) Current Units/Lots: 1 (54 total Phase 3A)

Code Approved Under: Subdivision Regulations: 6/16/2013 revision date

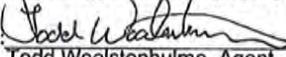
- | | | | |
|-------------------------------------|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> | FEES (pursuant to current fee schedule) (\$2015) | <input checked="" type="checkbox"/> | Affidavit of Legal Interest |
| <input type="checkbox"/> | Insignificant | <input checked="" type="checkbox"/> | Engineer/Surveyor review cost \$200 |
| <input checked="" type="checkbox"/> | Substantial Increase Scale/Impacts | <input checked="" type="checkbox"/> | Taxes Current |
| <input type="checkbox"/> | Substantial Decrease Scale/Impacts | | |

Fees are non-refundable.

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Board of County Commissioners public hearing.

• Applicant Signature:  Date: June 7, 2016
Todd Woolstenhulme, Agent

I, the undersigned, am the owner of the referenced property and do hereby give my permission to Todd Woolstenhulme to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

• Owner Signature:  Date: June 7, 2016
Todd Woolstenhulme, Agent

SECTION II: ADMINISTRATOR DETERMINATION

The Planning Administrator has reviewed the amended plat and/or recorded documents and proposals in accordance with Teton County Subdivision Ordinances Title 9, Chapter 7. The Planning Administrator has determined the changes are:

- () Insignificant: The application will be reviewed administratively and approved, approved with conditions or denied. The plat or recorded documents for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.
- (X) Substantial Changes – Increase Scale, Impact: The application will be reviewed under any applicable current ordinances and a staff report prepared and sent to the Planning and Zoning Commission for preliminary review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement and may or may not require additional studies or application materials. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.
- () Substantial Changes – Decrease Scale, Impact: The application will be reviewed under the code of original approval and a staff report prepared and sent to the Planning and Zoning Commission for concept review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement. No additional studies or application fees will be required. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

SECTION III: ITEMS REQUIRED ON THE AMENDED PLAT OR IN AMENDED RECORDED DOCUMENTS

1. Narrative explaining the changes that are being proposed. See attached
2. Plat, if applicable, is labeled correctly as "Amended Final Plat". See attached
3. Recorded documents, if applicable, are labeled as "Amended"
4. Itemize briefly the amendments on the original plat and/or recorded documents and the amended plat and/or recorded documents.
4. The following items may also be required, as applicable:
 - Letter of Credit or Bond for financial guarantee of public improvements
 - Engineers cost of public improvements
 - Three (3) Sets of "Final Stamped" construction drawings for public improvements
 - Final approval letter from Eastern Idaho Public Health
 - Final approval letter from Teton County Fire District
 - Acceptance letter from city for sewer hookup from the providing community, if applicable

PEARSON FAMILY TRUST 06/13
 PO BOX 6553
 JACKSON, WY 83002

1063
 99-409/1023

PAY TO THE ORDER OF Teton County DATE June 6, 2016
 \$ 200.00 DOLLARS

John A Pearson

 307-733-8064
 990 WEST BROADWAY
 P.O. BOX 7000
 JACKSON, WY 83002

RECEIPT NUMBER

DATE 6-6-2016

RECEIVED FROM Alynn Pearson

ADDRESS PO Box 1053 Teton, WY 83002

FOR Thinksman Springs Flat Apartment Lots 9 & 10

DOLLARS \$ 200.00

BY K. Eader

ACCOUNT HOW PAID

ACCOUNT	HOW PAID
BEGINNING BALANCE	CASH
AMOUNT PAID	CHECK
PAID	MONEY ORDER
DUE	

Handwritten notes in box: Teton County Planning Building Weeds

Handwritten notes: Quartz #1002 & #1003

PEARSON FAMILY TRUST 06/13
 PO BOX 6553
 JACKSON, WY 83002

1062
 99-409/1023

PAY TO THE ORDER OF Teton County DATE June 6, 2016
 \$ 2015.00 DOLLARS

TWO THOUSAND FIFTEEN & NO/100

John A Pearson

 307-733-8064
 990 WEST BROADWAY
 P.O. BOX 7000
 JACKSON, WY 83002



PLANNING AND BUILDING DEPARTMENT
AFFIDAVIT OF LEGAL INTEREST and
LETTER OF AUTHORIZATION

PEARSON Family Trust wtd 9-16-1998, "Owner" whose address is P.O. Box # 6553
City JACKSON State WY Zip 83002

As owner of property more specifically described as: lots 9 AND 10 ON Block 10
AT HUNTSMAN SPRINGS

HEREBY AUTHORIZES BOB ABLONDI as Agent to represent and act for the Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Teton County Commissioners, Teton County Planning and Zoning, Building, and or other County Departments relating to the modification, development, planning, platting, re-platting, improvements, use or occupancy of land in Teton County, Idaho. Owner agrees that; Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application of any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that; Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platted or re-platting, improvement, occupancy, or use of any structure or land involved in the application shall take place until approved by the appropriate official of Teton County, Idaho, in accordance with applicable codes and regulations.

Owner agrees to pay any fines and be liable for any other penalties arising out of failure to comply with the terms of any permit or arising out of any violation of applicable laws, codes, or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the forgoing is true and, if signing on the behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER: [Signature]
X (Signature of Owner)

Glenn A Pearson Title trustee
(Print Name)

X _____
(Signature of Co-Owner)

(Print Name) Title _____

X _____
(Secretary or Corporate Owner)

(Print Name)

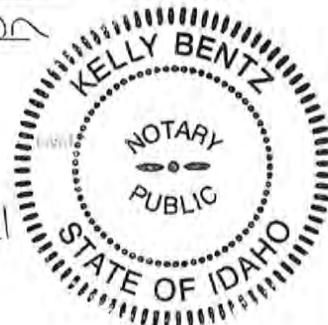
NOTARY: Idaho SS. _____

COUNTY OF: Teton Zip 83422

Subscribed and sworn to before me by Glenn A. Pearson
this 06 day of June, 2016.

WITNESS my hand and official seal.
X [Signature]
Notary Public

10-01-2021
Expiration Date





PLANNING AND BUILDING DEPARTMENT
AFFIDAVIT OF LEGAL INTEREST and
LETTER OF AUTHORIZATION

PEARSON Family TRUST UAD 9-16-1998 Owner whose address is P.O. Box #6553
City JACKSON State WY Zip 83002

As owner of property more specifically described as: lots 9 AND 10 ON Block 10
AT HUNTSMAN SPRING

HEREBY AUTHORIZES TODD WOOLSTENHULME as Agent to represent and act for the Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Teton County Commissioners, Teton County Planning and Zoning, Building, and or other County Departments relating to the modification, development, planning, platting, re-platting, improvements, use or occupancy of land in Teton County, Idaho. Owner agrees that; Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application of any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that; Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platted or re-platting, improvement, occupancy, or use of any structure or land involved in the application shall take place until approved by the appropriate official of Teton County, Idaho, in accordance with applicable codes and regulations.

Owner agrees to pay any fines and be liable for any other penalties arising out of failure to comply with the terms of any permit or arising out of any violation of applicable laws, codes, or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the forgoing is true and, if signing on the behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER: [Signature]
X _____
(Signature of Owner)

GLENN A. PEARSON Title TRUSTEE
(Print Name)

X _____
(Signature of Co-Owner)

(Print Name) Title _____

X _____
(Secretary or Corporate Owner)

(Print Name)

NOTARY: Idaho SS. _____
STATE OF: _____
COUNTY OF: Teton Zip 83422

Subscribed and sworn to before me by Glenn A. Pearson
this 06 day of June 20 16

WITNESS my hand and official seal.
X [Signature]
Notary Public

10-01-2021
Expiration Date



Instrument # 223715
TETON COUNTY, IDAHO
08-29-2012 14:55:30 No. of Pages: 1
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE
MARY LOU HANSEN Fee: \$10.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, CORPORATION WARRANTY

ATEC Order No. 151827

CORPORATION DEED

For Value Received **Huntsman Springs, Inc., an Idaho Corporation** a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby Grant, Bargain, Sell and convey unto **Pearson Revocable Trust dated 9-16-1998**, whose current address is: PO Box 691 Nisswa, MN 56468

the following described real estate, to-wit:

Lots 9 and 10 in Block 10 of Huntsman Springs PUD County Phase 3A, a portion of Blocks 9, 10 and 11, as per the plat recorded September 18, 2009 as Instrument No. 207112, Teton County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantee(s), that it is the owner of said premises; that they are free from all encumbrances EXCEPT: current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed August 27, 2012.

Huntsman Springs, Inc., an Idaho Corporation

By: [Signature]

Its: President

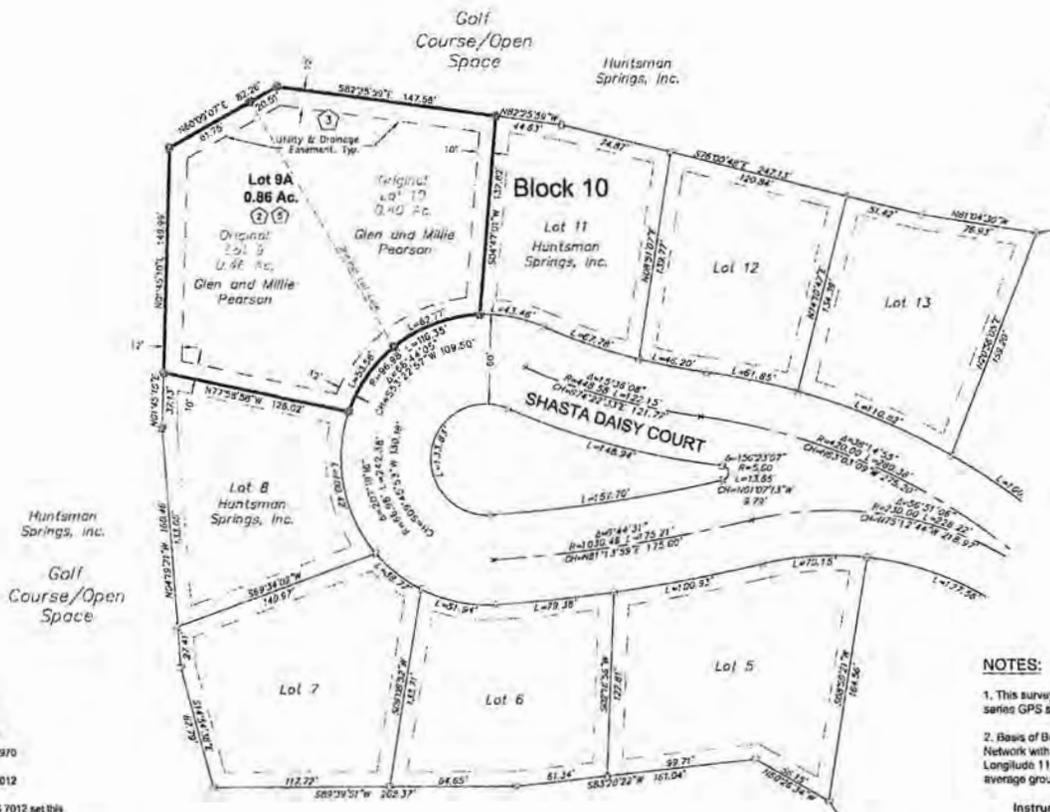
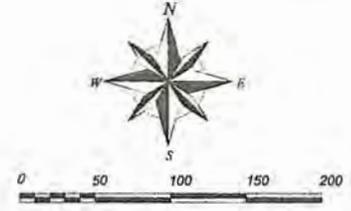
State of Idaho }
 }ss.
County of }

On this 27 day of Aug, in the year 2012, before me, a Notary Public in and for said state, personally appeared Anthony Snoey known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Idaho





- LEGEND**
- Section corner as noted.
 - 1/4 Section corner as noted.
 -
 -
 -
 - Corner Offset (point on line) - 5/8" Rebar with cap PLS 7012 set this survey.
 - Corner not monumented this survey.
 - Centerline P1/PC of curve (not monumented).
 - Corner not monumented this survey.
 - Section Subdivision Line
 - Section Line
 - Phase 1 and Phase 3A Boundary
 - Utility and Drainage Easement
 - Original Lot Line
 - Lot Number Changed
 - New Lot
 - Easement Created
 - Open Space Converted to Lot
 - Boundary Adjustment Lots 9 & 10, Block 10



NOTES:

- This survey was conducted in June of 2013 using a Leica 1200 series GPS system.
- Basis of Bearing is Grid North on Jorgensen Associates, P.C GPS Network with a Transverse Mercator Projection, Central Meridian at Longitude 111° 09' 57". All distances are measured horizontally at average ground elevation.

Instrument # 229316
 TETON COUNTY, IDAHO
 8-27-2015 03:46:06 No. of Pages: 1
 Recorded for: RENDEZVOUS ENGINEERING P.C.
 SHERY LOU HANSEN Fee: 11.00
 Ex-Officio Recorder Deputy
 10/10/2015

2nd AMENDMENT TO
HUNTSMAN SPRINGS PUD
COUNTY Phase 3A
A Portion of Block 10 and
All of Blocks 7, 8 & 12
 LOCATED IN SECTIONS 26 & 27; T5N; R45E B.M.,
 TETON COUNTY, IDAHO
 Sheet 4 of 6

<p>RENDEZVOUS ENGINEERING, P.C. P.O. BOX 4856 JACKSON, WYOMING 83001 25 SOUTH GROSVENTRE STREET PHONE - 307.733.5262 FAX - 307.733.2334</p>	Prepared By: KML
	Date: June 3, 2013
	Project No.: 12-013
	Rev. Date: July 26, 2013

**NARRATIVE TO ACCOMPANY AMENDED PLAT APPLICATION
HUNTSMAN SPRINGS PUD COUNTY PHASE 3A AMENDMENT NO. 3
May 31, 2016**

1. PURPOSE. The primary purpose of this amendment is to re-create two lots from Lot 9A. The Pearson's (Pearson Revocable Trust) purchased the property in 2012. At that time they had plans for a new residence that spanned both lots. As a part of Amendment No. 2 to Huntsman Springs Phase 3A completed in 2013, Lot 9A was created from Lots 9 and 10 within Block 10. Instrument 229316 recorded on 8-27-2013 shows the current plat for Phase 3A Amendment 2.

However more recently, the Pearson's have changed their plans to construct the house and would like to recreate the original Lots 9 and 10. This would mean returning to the lot configuration shown on Instrument 207112 recorded on 9-19-2019 for Phase 3A Amendment 1 where there is a separate Lot 9 and Lot 10.

2. SPECIFIC PLAT CHANGES. No new survey monuments would be required as this change would simply involve adding the line that separates Lots 9 and 10 as it is shown on Phase 3A Amendment 1. Also no changes to the existing development agreement are anticipated.

3. INFRASTRUCTURE. All infrastructure is in place for water, sewer power and communications to serve both Lot 9 and Lot 10. Also the access road is paved in this area. No new improvements will be required.

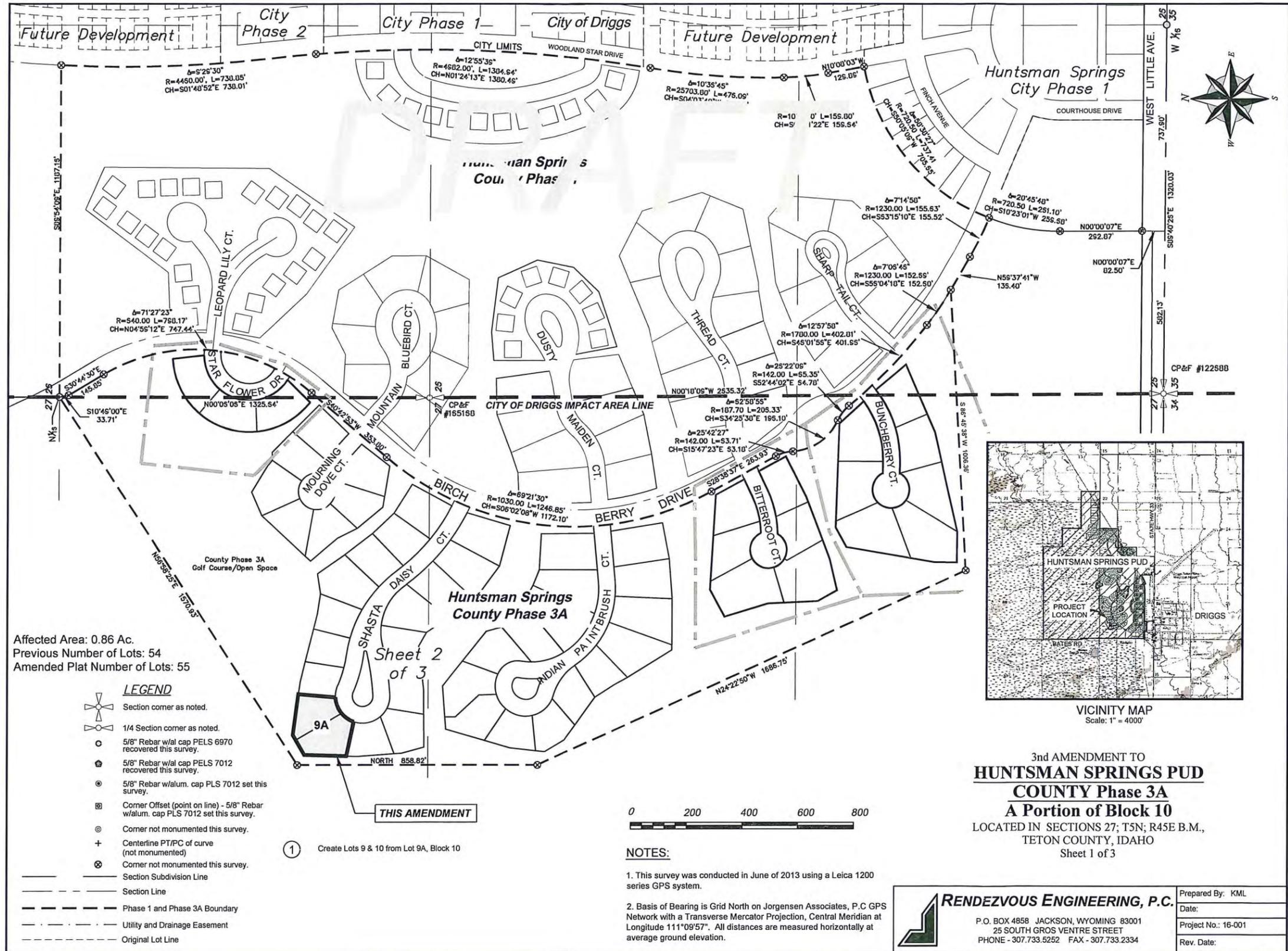
4. ENVIRONMENTAL REVIEW. No additional environmental review is anticipated for this amendment. The proposed changes will occur within existing platted lots that were part of the original PUD. No wetlands or other environmentally sensitive areas are associated with these changes.

5. OWNERSHIP / APPLICANT. Lot 9A of Block 10 is owned by the Pearson Revocable Trust and will sign the plat at owners. Huntsman Springs Inc. will also be included as owners who will sign the amended plat.

6. DOCUMENTS TO ACCOMPANY PLAT AMENDMENT The following is a summary of the documents that are to be included with this final plat amendment application. Additional larger format copies of the plat maps and additional copies will be submitted upon request.

DESCRIPTION	COPIES	FORMAT
Amendment Application with filing fee	1	8-1/2 by 11
Narrative describing plat amendment	15	8-1/2 by 11
Plat Amendment No. 3, Phase 3A draft	15	11 by 17
DVD with PDF files of all documents	1	DVD

Received on: 6-7-2016 By: KMR
 Draft # 1 Supersedes previous? Y N
 Submitted to BoCC or PZC Hearing Joint PZC w/Driggs
 Hearing Date: 7-13-2016



Affected Area: 0.86 Ac.
 Previous Number of Lots: 54
 Amended Plat Number of Lots: 55

- LEGEND**
- Section corner as noted.
 - 1/4 Section corner as noted.
 - 5/8" Rebar w/al cap PELS 6970 recovered this survey.
 - 5/8" Rebar w/al cap PELS 7012 recovered this survey.
 - 5/8" Rebar w/alum. cap PLS 7012 set this survey.
 - Corner Offset (point on line) - 5/8" Rebar w/alum. cap PLS 7012 set this survey.
 - Corner not monumented this survey.
 - Centerline PT/PC of curve (not monumented)
 - Corner not monumented this survey.
 - Section Subdivision Line
 - Section Line
 - Phase 1 and Phase 3A Boundary
 - Utility and Drainage Easement
 - Original Lot Line

① Create Lots 9 & 10 from Lot 9A, Block 10

THIS AMENDMENT

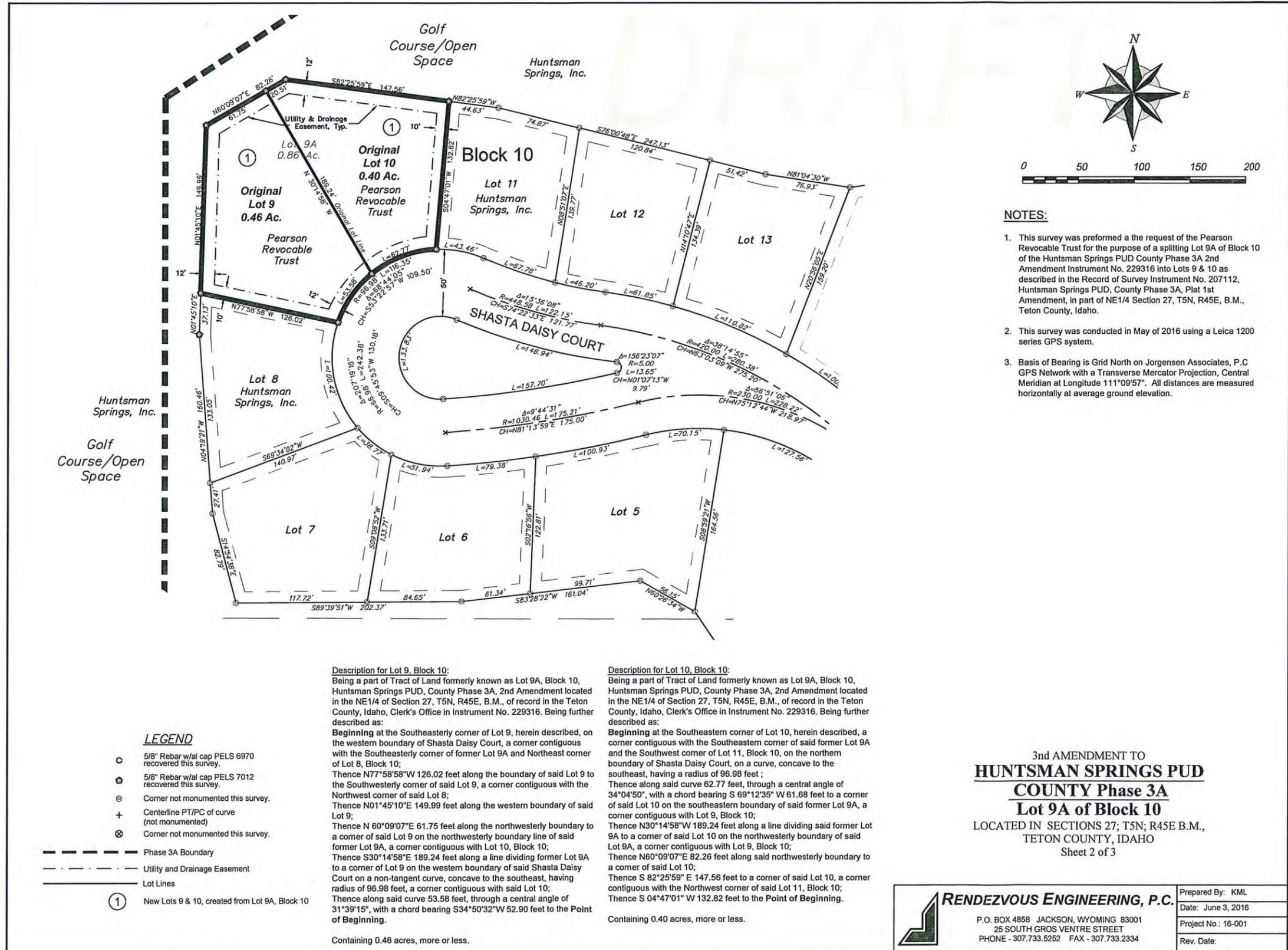


3rd AMENDMENT TO
HUNTSMAN SPRINGS PUD
COUNTY Phase 3A
A Portion of Block 10
 LOCATED IN SECTIONS 27; T5N; R45E B.M.,
 TETON COUNTY, IDAHO
 Sheet 1 of 3



- NOTES:**
1. This survey was conducted in June of 2013 using a Leica 1200 series GPS system.
 2. Basis of Bearing is Grid North on Jorgensen Associates, P.C GPS Network with a Transverse Mercator Projection, Central Meridian at Longitude 111°09'57". All distances are measured horizontally at average ground elevation.

<p>RENDEZVOUS ENGINEERING, P.C. P.O. BOX 4858 JACKSON, WYOMING 83001 25 SOUTH GROS VENTRE STREET PHONE - 307.733.5252 FAX - 307.733.2334</p>	Prepared By: KML
	Date:
	Project No.: 16-001
	Rev. Date:



NOTES:

1. This survey was performed at the request of the Pearson Revocable Trust for the purpose of a splitting Lot 9A of Block 10 of the Huntsman Springs PUD County Phase 3A 2nd Amendment Instrument No. 229316 into Lots 9 & 10 as described in the Record of Survey Instrument No. 207112, Huntsman Springs PUD, County Phase 3A, Plat 1st Amendment, in part of NE1/4 Section 27, T5N, R45E, B.M., Teton County, Idaho.
2. This survey was conducted in May of 2016 using a Leica 1200 series GPS system.
3. Basis of Bearing is Grid North on Jorgensen Associates, P.C GPS Network with a Transverse Mercator Projection, Central Meridian at Longitude 111°09'57". All distances are measured horizontally at average ground elevation.

LEGEND

- 5/8" Rebar w/al cap PELS 6970 recovered this survey.
- ⊛ 5/8" Rebar w/al cap PELS 7012 recovered this survey.
- ⊙ Corner not monumented this survey.
- + Centerline PT/PC of curve (not monumented)
- ⊗ Corner not monumented this survey.
- Phase 3A Boundary
- - - Utility and Drainage Easement
- Lot Lines
- ① New Lots 9 & 10, created from Lot 9A, Block 10

Description for Lot 9, Block 10:

Being a part of Tract of Land formerly known as Lot 9A, Block 10, Huntsman Springs PUD, County Phase 3A, 2nd Amendment located in the NE1/4 of Section 27, T5N, R45E, B.M., of record in the Teton County, Idaho, Clerk's Office in Instrument No. 229316. Being further described as:
Beginning at the Southeastern corner of Lot 9, herein described, on the western boundary of Shasta Daisy Court, a corner contiguous with the Southeastern corner of former Lot 9A and Northeast corner of Lot 8, Block 10;
 Thence N77°58'58"W 126.02 feet along the boundary of said Lot 9 to the Southwesterly corner of said Lot 9, a corner contiguous with the Northwest corner of said Lot 8;
 Thence N01°45'10"E 149.99 feet along the western boundary of said Lot 9;
 Thence N 60°09'07"E 61.75 feet along the northwesterly boundary to a corner of said Lot 9 on the northwesterly boundary line of said former Lot 9A, a corner contiguous with Lot 10, Block 10;
 Thence S30°14'58"E 189.24 feet along a line dividing former Lot 9A to a corner of Lot 9 on the western boundary of said Shasta Daisy Court on a non-tangent curve, concave to the southeast, having radius of 96.98 feet, a corner contiguous with said Lot 10;
 Thence along said curve 53.58 feet, through a central angle of 31°39'15", with a chord bearing S34°50'32"W 52.90 feet to the Point of Beginning.
 Containing 0.46 acres, more or less.

Description for Lot 10, Block 10:

Being a part of Tract of Land formerly known as Lot 9A, Block 10, Huntsman Springs PUD, County Phase 3A, 2nd Amendment located in the NE1/4 of Section 27, T5N, R45E, B.M., of record in the Teton County, Idaho, Clerk's Office in Instrument No. 229316. Being further described as:
Beginning at the Southeastern corner of Lot 10, herein described, a corner contiguous with the Southeastern corner of said former Lot 9A and the Southwest corner of Lot 11, Block 10, on the northern boundary of Shasta Daisy Court, on a curve, concave to the southeast, having a radius of 96.98 feet;
 Thence along said curve 62.77 feet, through a central angle of 34°04'50", with a chord bearing S 69°12'35" W 61.68 feet to a corner of said Lot 10 on the southeastern boundary of said former Lot 9A, a corner contiguous with Lot 9, Block 10;
 Thence N30°14'58"W 189.24 feet along a line dividing said former Lot 9A to a corner of said Lot 10 on the northwesterly boundary of said Lot 9A, a corner contiguous with Lot 9, Block 10;
 Thence N60°09'07"E 82.26 feet along said northwesterly boundary to a corner of said Lot 10;
 Thence S 82°25'59" E 147.56 feet to a corner of said Lot 10, a corner contiguous with the Northwest corner of said Lot 11, Block 10;
 Thence S 04°47'01" W 132.82 feet to the Point of Beginning.
 Containing 0.40 acres, more or less.

3rd AMENDMENT TO
HUNTSMAN SPRINGS PUD
COUNTY Phase 3A
Lot 9A of Block 10
 LOCATED IN SECTIONS 27; T5N; R45E B.M.,
 TETON COUNTY, IDAHO
 Sheet 2 of 3

<p>RENDEZVOUS ENGINEERING, P.C. P.O. BOX 4858 JACKSON, WYOMING 83001 25 SOUTH GROS VENTRE STREET PHONE - 307.733.5252 FAX - 307.733.2334</p>	Prepared By: KML
	Date: June 3, 2016
	Project No.: 16-001
	Rev. Date:

OWNER'S DEDICATION

Be it known that Glen and Millie Pearson do hereby certify that they are the legal owners of the following described property:

LEGAL DESCRIPTION 2: Lot 9A, Block 10, 2nd AMENDED FINAL PLAT HUNTSMAN SPRINGS PUD COUNTY Phase 3A, situated in part of Sections 26 & 27, T5S, R45E B.M., Teton County, Idaho as recorded in Instrument #229316 in the Office of Clerk and Recorder of said Teton County.

Containing an area of 0.86 acres, more or less.

The purpose of this description is to define the limits of the Lots and Open Spaces amended by this plat.

This description provides no information on any easements, Rights-of-Way, Agreements, Covenants, Conditions, Restrictions or Encumbrances of sight and/or record to which said three Tracts and Lots may be subject, or which may benefit said three Tracts and Lots.

And has caused the same to be platted as the 3rd AMENDMENT TO HUNTSMAN SPRINGS PUD COUNTY Phase 3A as required by the Teton County, Idaho Subdivision Ordinance.

That said amended PUD is subject to a Declaration of Covenants, Conditions, Restrictions and Reservations, Instrument #189594 and MASTER PLAN/FINAL PLAT HUNTSMAN SPRINGS PUD COUNTY Phase 3A, Instrument #193583 and AMENDED FINAL PLAT HUNTSMAN SPRINGS PUD COUNTY Phase 3A, Instrument #207112 as filed in the Office of the Clerk of Teton County, Idaho.; and 2nd Amended Huntsman Springs PUD County Phase 3A Instrument #229316

That each lot shall be connected to the City of Driggs water system;

That each lot shall be connected to the City of Driggs sewer system;

That fire protection of said PUD will be provided by a central fire system;

That as shown on the detail maps of this Plat, certain lots of the foregoing PUD are hereby made subject to easements for underground utilities and drainage benefiting adjoining lots of said PUD and said easements are reserved unto Huntsman Springs, Inc.;

That the foregoing PUD is subject to any other easements, Rights-of-Way, Covenants, Restrictions, Reservations, Agreements or Encumbrances of sight and/or record;

That Huntsman Springs, Inc., owns Water Rights Shares via the Grand Teton Canal Company and Price/Fairbanks Canal; That the use of the water will be for irrigation on Open Space, Park Lots and Private Lots within the P.U.D; That the delivery and use of said irrigation water shall be controlled and maintained by Huntsman Springs, Inc., or their successors in accordance with Idaho Statute 31-3805.

IN WITNESS THEREOF, I have hereunto set my hand.

Dale Prows
CEO Huntsman Springs, Inc.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me the undersigned, a notary public in the State of _____, personally appeared David Prows, identified or known to me to be the CEO of Huntsman Springs Inc. and acknowledged to me that he executed this Owner's Dedication on behalf of Huntsman Springs, Inc. and acknowledged to me that Huntsman Springs Inc. executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for: _____
Residing at: _____
My Commission Expires: _____

IN WITNESS THEREOF, I have hereunto set my hand.

Glen Pearson, Trustee
Pearson Revocable Trust

Millie Pearson, Trustee
Pearson Revocable Trust

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me the undersigned, a notary public in the State of _____, personally appeared Glen Pearson and Millie Pearson, identified or known to me to be Trustees of the Pearson Revocable Trust dated September 16, 1998 and have acknowledged to me that they are authorized to execute this Owner's Dedication on behalf of the Pearson Family Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for: _____
Residing at: _____
My Commission Expires: _____

ASSESSOR'S CERTIFICATE

Presented to the Teton County Assessor on the following date for approval and acceptance.

County Assessor Date

COMMISSIONERS' CERTIFICATE

Presented to the Teton County Board of Commissioners on the following date at which time this PUD was approved and accepted.

Chairman, County Commissioners Date

TETON COUNTY TREASURER

I certify that all taxes due have been paid on the tract of land as shown on this plat.

County Treasurer Date

HEALTH DEPARTMENT CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the DEQ approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with the appropriate building permits if drinking water or sewer facilities have been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be re-imposed in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval and no sewer/septic facilities shall be allowed.

Eastern Idaho Public Health District Date

TETON COUNTY FIRE MARSHALL CERTIFICATE

I hereby certify that the provisions for fire protection for this PUD meet the Teton County Fire Code and have been approved by my department.

Fire Marshal Date

CITY OF DRIGGS CERTIFICATE

Presented to the City of Driggs, Idaho, at which time this amendment was approved and accepted.

Mayor, City of Driggs Date

City Clerk

Date

PLANNING AND ZONING CERTIFICATE

Presented to the Planing and Zoning Commission, at which time this amendment was approved and accepted.

Chairperson, Planning and Zoning Date

EXAMINING SURVEYOR'S CERTIFICATE

I hereby certify that I have examined this plat and find it to be analytically correct and acceptable as required in section 50-1305 of the State of Idaho Code.

Name Date

SURVEYOR'S CERTIFICATE

I, Kenneth M. Litus, a duly Registered Professional Land Surveyor in the State of Idaho, Number 7012 do hereby certify that this plat was made from surveys conducted by me or under my direction in June of 2013 and from Instruments #193583 and #207112 as recorded in the Clerk and Recorder's Office, Teton County, Idaho and conforms with Idaho Code relating to plats and surveys.

Kenneth M. Litus License No. Date

RECORDER'S CERTIFICATE

3rd AMENDMENT TO
HUNTSMAN SPRINGS PUD
COUNTY Phase 3A
A Portion of Block 10
LOCATED IN SECTIONS 27; T5N; R45E B.M.,
TETON COUNTY, IDAHO
Sheet 3 of 3

 RENDEZVOUS ENGINEERING, P.C. P.O. BOX 4858 JACKSON, WYOMING 83001 25 SOUTH GROS VENTRE STREET PHONE - 307.733.5252 FAX - 307.733.2334	Prepared By: KML
	Date:
	Project No.: 16-001
	Rev. Date:



Teton County Planning Department
 150 Courthouse Drive, Room 107 | Driggs, ID 83422
 Phone (208) 354-2593 | Fax: (208) 354-8410
www.tetoncountyidaho.gov

FROM: Kristin Rader, Interim Planning Administrator
 TO: Todd Woolstenhulme
 CC: Darryl Johnson, Teton County Public Works Director; Kathy Spitzer, Teton County Prosecuting Attorney; Mike Dronen, EIPH; Ashley Koehler, City of Driggs Planning & Zoning Administrator
 RE: Huntsman Springs Phase 3A Plat Amendment– DRC Meeting Notes
 DATE: June 16, 2016

Todd, the purpose of this letter is to summarize the meeting we had on Tuesday June 14, 2016.

Roads & Utilities

- Roads are existing. Two utility stubs and water and sewer hookups are already installed to this lot.

Sewer

- From Mike Dronen:
 - The Huntsman Springs amended plat will require an EIPH subdivision assessment application and review. The proposal will also require a review by DEQ, that will need to be completed before EIPH signs the health certificate.

Density

- Ashley looked into Driggs' files, and she did not find a record of an amendment to the PUD, only specific plats.
- Kristin did not find a record of an amendment to the PUD, other than specific plats, in the County's files either.
- We believe that the original number of lots approved through the PUD is still valid and the platting process just applies them, so Huntsman can plat or unplat those units up to the maximum number. If Kathy Spitzer determines otherwise, we will notify you.

Signatures on Plat

- The 2010 CC&Rs (inst. #214067) state "no Lot or Unit shall ever by further subdivided by an Owner into smaller lots or parcels or units" on page 32.
- On page 33, the CC&Rs state the Declarant (defined as Huntsman Springs, Inc. on page 7) "reserves the right to subdivide tracts or to Condominiumize, provided any necessary County approvals are obtained..."
- Because of this, all lot owners in this platted phase will not need to sign off on the plat. Only the property owner and Huntsman Springs, Inc.

Public Hearing Information:

You are scheduled for the Teton County Joint Planning and Zoning Commission public on **Wednesday, July 13, 2016 at 5:30 PM**. This public hearing is at the Teton County Courthouse, 150 Courthouse Drive, Driggs, Idaho. A notice, agenda, and meeting packet will be sent to you no later than the week before the meeting. Public hearings are required for the Preliminary and Final stages of this process. The scheduling of those will depend on your application submittal dates.



September 1, 2016

RE: Notice of Public Hearing and Solicitation for Comments from property owners within 300 feet of a property that has an application for a Subdivision Amendment – “Substantial Changes – Increase Scale, Impact”.

Dear Property Owners:

This letter is to notify you that an application for a Subdivision Amendment to amend the Plat has been submitted to the Teton County Planning Department by a nearby landowner. Subdivision Amendments are allowed in Idaho State Code and the Teton County Code. This process is intended to provide an efficient procedure for reviewing changes or proposed vacations to previously recorded subdivisions and PUDs, to ensure the revised documents comply with all applicable regulations, and to reduce the intrusion of development into sensitive natural areas of the county and reduce governmental costs associated with scattered development.

The planning staff is soliciting comments from people in the vicinity of the applicant’s property so that we can be aware of neighborhood issues and then include your comments in the packet of information provided to the Board of County Commissioners for their consideration prior to the hearing. Please provide comments related to this application and the Subdivision Amendment criteria of approval. According to the Teton County Code (9-7-1-B-3), a “Substantial Changes – Increase Scale, Impact” amendment has the following criteria of approval:

1. The master plan and plat for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the current county regulations.
2. Any proposed changes to a recorded plat or master plan that increase direct or indirect impacts may require additional mitigation pursuant to the criteria and standards of county regulations.

Applicant: Pearson Revocable Trust and Huntsman Springs Inc.

Landowner: Pearson Revocable Trust

Legal Description: LOT 9A BLK 10 HUNTSMAN SPRINGS PUD COUNTY PHASE 3A SEC 26, 27 T5N R45E

Zoning District: A-20; Driggs City Area of Impact

Description of the Request: The Pearson Revocable Trust, represented by Huntsman Springs, Inc., is proposing an AMENDMENT to Huntsman Springs PUD, Phase 3A, which would split Lot 9A (0.86 acres) into two lots (0.4 ac and 0.46 ac). Lot 9A was originally platted as two lots but combined through Amendment No. 2 in 2013. This project is located at 1200 Shasta Daisy Ct., in the City of Driggs Area of Impact. The Joint Teton County-Driggs Planning & Zoning Commission recommended this application for approval on July 13, 2016.

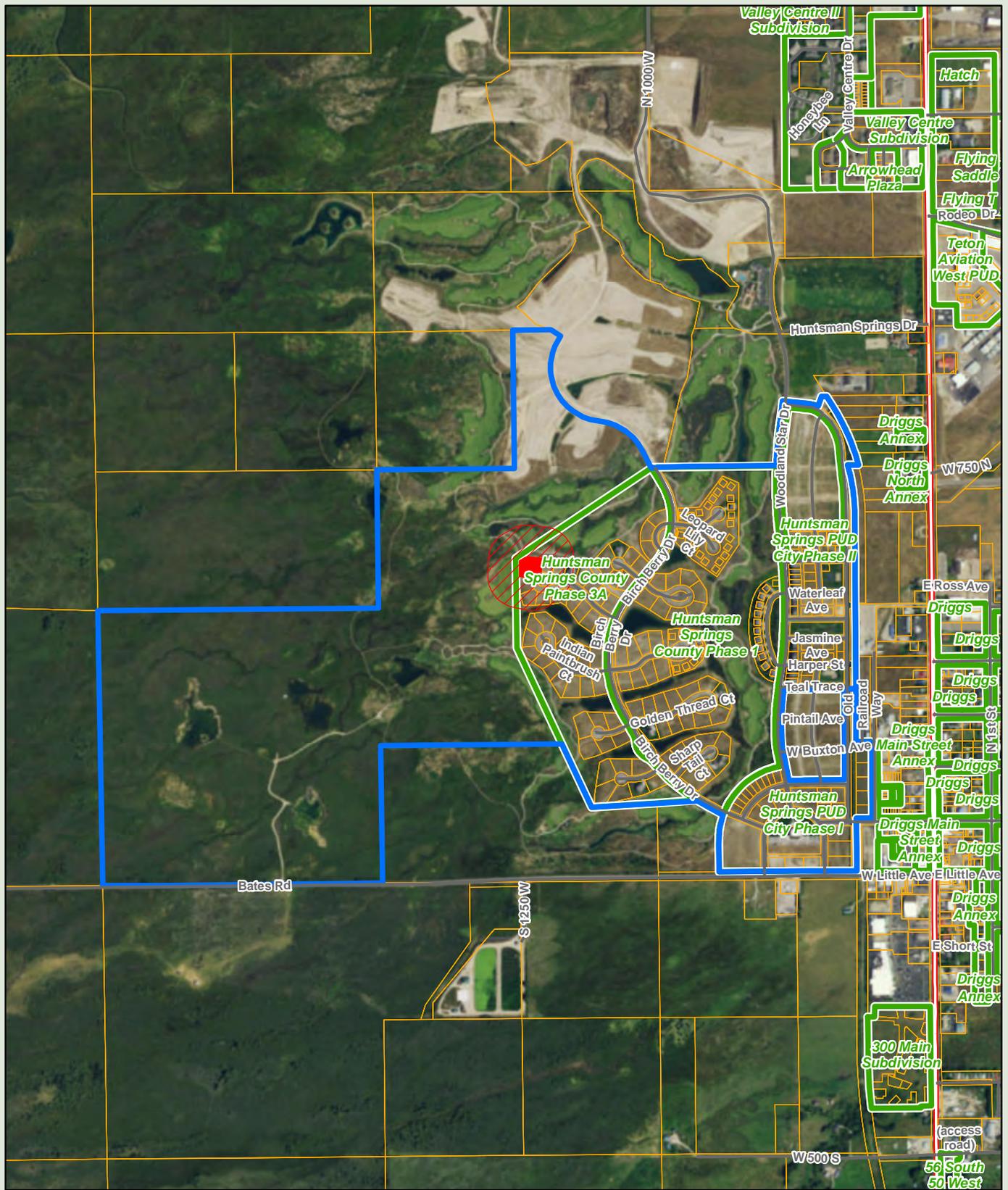
PUBLIC HEARING & COMMENTS

The Board of County Commissioners will hold a public hearing in the Commissioners’ Chamber located on the First Floor (lower level, southwest entrance) at 150 Courthouse Drive, Driggs, Idaho on **September 23, 2016** on this matter. This application is scheduled to be heard at **10:00am**.

Information on the above application is available for public viewing in the Teton County Planning Department at the Teton County Courthouse in Driggs, Idaho. The development application and various related documents are also posted, as they become available, at www.tetoncountyidaho.gov. To view these items, go to the Board of County Commissioners’ department page, then select the 9-23-2016 Meeting Docs item in the Additional Information Side Bar. Written comments will be included in the packet of information provided to the Commission for consideration prior to the hearing if they are received in the Planning Department no later than 5:00pm on September 16, 2016. Comments received after this time will not be included at the public hearing. Written comments may be e-mailed to pz@co.teton.id.us, mailed to the address above, or faxed. You may also present your comments in person at the hearing.

The public shall not contact members of the Board of County Commissioners concerning this application, as their decision must, by law, be confined to the record produced at the public hearing.

If you have any further questions, please do not hesitate to contact Kristin Owen, Planning Administrator (kowen@co.teton.id.us | 208-354-2593 ext. 200).



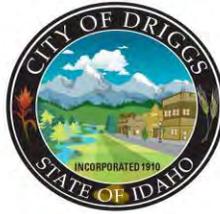
Legend

- 300 ft Notification Buffer
- Subject Parcel
- Notified Parcels
- Subdivisions / Phases
- Parcels

Printed: August 30, 2016

**HUNTSMAN SPRINGS PUD PHASE 3A
SUBDIVISION AMENDMENT
APPLICATION NOTIFICATION**





MEMO

To: Kristin Rader, Teton County Interim P&Z Administrator
From: Ashley Koehler, City of Driggs P&Z Administrator
Date: June 30, 2016
RE: Huntsman Springs Phase 3A Plat Amendment

Kristin-

Thank you for the opportunity to review the proposed plat amendment; below are my comments:

1. No changes are necessary to the utilities for these lots since they were originally two separate lots and have connections for water and sewer stubbed to the lots.
2. I don't have any objections to the amendment. The addition of this lot back to the plat still conforms to the density and design of the PUD Master Plan.

**Public Works Department**

August 29, 2016

Ms. Kristin Owen
Teton County Planning Administrator
150 Courthouse Drive, Suite 107
Driggs, Idaho 83422

RE: Survey Review
3rd Amendment to Huntsman Springs PUD County Phase 3A
Section 27, T5N, R45E B.M.

Upon review of the 3rd Amendment to Huntsman Springs PUD County Phase 3A (ROS), I have the following observation:

- Title – Sheets 1 and 2 are labeled 3nd Amendment to. Should read 3rd Amendment to.
- Title; All Sheets – Located in Sections 27. Should read Located in Section 27.
- Sheet 2 of 3 – Label POB for Lot 9 & Lot 10.
- Sheet 3 of 3 – Legal Description 2 does not make sense. This appears to be copied from the 2nd Amendment. Perhaps drop the 2?
- Sheet 3 of 3 – Legal Description; this property lies entirely within Section 27. Please remove Section 26 reference.

This review was conducted based on conformance of Idaho State Statute, Titles 50, 54 & 55, and Teton County requirements as they pertain to Plat and Record of Survey submittals. Subdivision Plat Amendment review was specific to proposed changes noted on the Plat.

Sincerely:

A handwritten signature in black ink, appearing to read "Darryl Johnson".

Darryl Johnson, P.E., P.L.S.
Public Works Director



Teton County

Emergency Management & Mosquito Abatement & IT

Department Report 8/25-9/20/2016



Projects Accomplished

Our 2016 Homeland Security Grants are ready to be signed. The EMPG grant for \$13,264.00 is to offset part of my salary cost for Emergency Management. The SHSP grant for \$25,880.00 will be utilized to have a generator hookup for the County fuel pumps and to rewire parts of the LEC and Courthouse to make the best use possible of our existing generator capacity at those locations, as well as fund our training and exercise program. Will you sign the award documents?

In order to proceed with our Google email and apps for work project we need to sign the attached contract. I have forwarded the contract to Kathy and she has no issues with it. Will you sign it?

The State of Idaho is starting up a type 3 All-Hazard Incident Management Team and I am one of 45 that have been invited to participate in it. This would involve a week of training every few years and if we get deployed, the State or whatever location we were deployed to would pay my salary after the first few days. This would be an excellent opportunity to be able to get out and practice with different agencies and be able to take the knowledge gained from that back to our County to continuously improve our program. May I participate in the State All-Hazard Incident Management Team?

After much discussion, John has agreed to go to a 40-hour work week. This will allow us to accomplish more of our projects for less money than paying our IT contractors. Can we have John begin working a 40-hour work week starting on October 1?

I would like to use \$3,000 of our year end savings to invest in IT fleet management software. This will simplify routine maintenance and support to each of our workstations, servers and tablets. It will also improve our help desk process and allow for better tracking of time spent on each service request in order to be able to have greater visibility of what our IT issues are and where we need to focus. May I proceed to do so?

I would like to spend up to \$4,000 of our savings in our landline and internet account in order to change the way that we receive phone service. By changing from PRI to SIP trunks we will be able to save \$200 to \$300 every month off of our phone bill. May I do so?

On September 12th I was able to attend a cybersecurity meeting in Boise. It was well attended and had a great variety of participants with the majority being private industry such as banks and healthcare facilities. I was able to network, and learn more about how to best confront this threat locally. Based on what I learned I intend to increase our employee training on cybersecurity. Thank you for allowing me to attend the meeting.

The Computer Arts contract for next year is ready to be signed, we will only need addendum A and B, but not C, will you sign it?

Future Projects

We will be transitioning to a google hosted email solution and we will be putting on employee training to help our users understand the system and know how to take advantage of it.

Future Appointments

10/4 Teton County Radio/LEPC Meeting 2:30 to 5 PM



Idaho Office of Emergency Management

2015 Grant Adjustment Notice for Teton County

Date of Award

September 1, 2015

1. Sub-Recipient Name and Address

2. Prepared by: Pahl, Lorrie

3. Award Number:
15SHSP081

4. Federal Grant Information

Federal Grant Title:

2015 SHSP

Federal Grant Award Number/CFDA Number:

EMW-2015-SS-00091 / 97.067

Federal Granting Agency:

Grant Programs Directorate
Federal Emergency Management
Agency
U.S. Department of Homeland
Security

Teton County
230 N. Main
Driggs, ID 83422

5. Award Amount and Grant Breakdowns

Subrecipient DUNS: 182020636
Award Amount This Action: \$0.00

Total Award Amount: \$25,879.93

**2015 State Homeland Security Program
Performance Period:**

Oct 1, 2015 through Aug 31, 2017

6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the Emergency Management Preparedness Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Sub-Recipient certifies that the Subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F - Audit Requirements and Idaho State Code 67-450B - Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certified compliance with requirements detailed above.

7. Indirect Costs: In accordance with 2CFR200, a subrecipient may charge indirect costs to the program through the utilization of a cognizant approved indirect cost rate. Subrecipients that have never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely.

8. Agency Approval

Approving IOEM Official:

Brad Richy

Idaho Office of Emergency Management

(208) 258-6501

Signature of IOEM Official:

Date:

2 Sept 2016

9. Subrecipient Acceptance

I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.

Print name and title of Authorized Subrecipient official:

Signature of Authorized Subrecipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: 10/15/2016

Signed award and Direct Deposit Form (if applicable) must be returned to IOEM on or before the above due date.



Idaho Office of Emergency Management

2016 Subrecipient Agreement for Teton County

Date of Award

October 1, 2015

1. Subrecipient Name and Address	2. Prepared by: <i>Pahl, Lorrie</i>	3. Award Number: 16EMPG081
Teton County 230 N. Main Driggs, ID 83422	4. Federal Grant Information	
	Federal Grant Title:	2016 EMPG
	Federal Grant Award Number/CFDA Number:	EMS-2016-EP-00004 / 97.042
	Federal Granting Agency:	Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

Subrecipient Unique Identifier(DUNS): 182020636 Award Amount This Action: \$13,264.00 Subrecipient Match Amount: \$13,264.00 Total Award Amount: \$26,528.00	2016 Emergency Management Performance Grant Performance Period: Oct 1, 2015 <i>through</i> Sep 30, 2017
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6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the Emergency Management Performance Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the Subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certified compliance with requirements detailed above.

7. Indirect Costs: In accordance with 2CFR200, a subrecipient may charge indirect costs to the program through the utilization of a cognizant approved indirect cost rate. Subrecipients that have never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely.

8. Agency Approval

Approving IOEM Official: Brad Richy Idaho Office of Emergency Management (208) 258-6501	Signature of IOEM Official: Date:
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9. Subrecipient Acceptance

I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.

Print name and title of Authorized Subrecipient official:	Signature of Authorized Subrecipient Official:
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11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
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13. DUE DATE: 10/8/2016
Signed award and Direct Deposit Form (if applicable) must be returned to IOEM on or before the above due date.

Fiscal Year 2016: Standard Terms and Conditions

The FY 2016 Standard Terms and Conditions apply to all new Federal financial assistance awards funded after December 26, 2014. When continuation awards are funded with FY2016 funds, the terms and conditions under which the original award was administered will continue to apply.

Assurances, Administrative Requirements and Cost Principles

DHS financial assistance subrecipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree-and require any contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- a. Subrecipients must cooperate with any compliance review or complaint investigation conducted by DHS or Idaho Office of Emergency Management (IOEM).
- b. Subrecipients must give DHS, IOEM and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- c. Subrecipients must submit timely, complete, and accurate reports to the appropriate IOEM officials and maintain appropriate backup documentation to support the reports.
- d. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- e. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

I. Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

II. Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

IV. Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

V. Best Practices for Collection and Use of personally identifiable information (PII)

All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VI. Title VI of the Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

All subrecipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or

more dwelling units – i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) – be designed and constructed with certain accessible features (see 24 CFR § 100.201).

VIII. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

IX. Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

All subrecipients must comply with the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

XI. Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. False Claims Act and program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A129.

XVI. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-Supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where Federal statutes for a particular program prohibits supplanting, applicants or subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Publ. L. No 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section

XXIII. Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XIV. Reporting Subawards and Executive Compensation a. Reporting of first-tier subawards.

1. *Applicability.* Recipient (IOEM), unless exempt as provided in paragraph d. of this award term, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term). The entity is the Idaho jurisdiction provided a subaward.

2. *Where and when to report.*

i. The recipient must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* The recipient must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this award is \$25,000 or more;

ii. In the preceding fiscal year, the recipient received—(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* The recipient must report executive total compensation described in paragraph b.1. if this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* The recipient, unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *There and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward.

For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. ***Entity*** means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. ***Executive*** means officers, managing partners, or any other employees in management positions.

3. ***Subaward:***

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXV. SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

XXVIII. Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XXXVIII. Reporting of Matters related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

XXX. System of Award Management (SAM) and Universal Identifier

a. Requirement for System of Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Unique Entity Identifier If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

c. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient or subrecipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- i. A Governmental organization, which is a State, local government, or Indian Tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization; and

v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.

4. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or

program (for further explanation, see 2 CFR 200.330).

iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

i. Receives a subaward from you under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXI. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the *USA PATRIOT Act* prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXII. Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIII. Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. 10 U.S.C 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.



Idaho Office of Emergency Management

2016 Subrecipient Agreement

for
Teton County

Date of Award

August 5, 2016

1. Subrecipient Name and Address	2. Prepared by: Pahl, Lorrie	3. Award Number: 16SHSP081
Teton County 230 N. Main Driggs, ID 83422	4. Federal Grant Information	
	Federal Grant Title:	State Homeland Security Grant Program
	Federal Grant Award Number/CFDA Number:	EMW-2016-SS-0028-S01 / 97.067
	Federal Granting Agency:	Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

Subrecipient DUNS: 182020636	2016 State Homeland Security Program Performance Period: Sep 1, 2016 <i>through</i> Aug 31, 2018			
<table border="1"> <tr> <td>Award Amount This Action:</td> <td>\$25,880.00</td> </tr> <tr> <td>Total Award Amount:</td> <td>\$25,880.00</td> </tr> </table>		Award Amount This Action:	\$25,880.00	Total Award Amount:
Award Amount This Action:	\$25,880.00			
Total Award Amount:	\$25,880.00			

6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the State Homeland Security Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F - Audit Requirements and Idaho State Code 67-450B - Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certified compliance with requirements detailed above.

7. Indirect Costs: In accordance with 2CFR200, a subrecipient may charge indirect costs to the program through the utilization of a cognizant approved indirect cost rate. Subrecipients that have never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely.

8. Agency Approval

Approving IOEM Official: Brad Richy Idaho Office of Emergency Management (208) 258-6501	Signature of IOEM Official:
	Date:

9. Subrecipient Acceptance

I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.

Print name and title of Authorized Subrecipient official:	Signature of Authorized Sub-Recipient Official:
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11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
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13. DUE DATE: 9/9/2016

Signed award must be returned to IOEM on or before the above due date.

MEMORANDUM OF UNDERSTANDING

Between

The State of Idaho, Office of Emergency Management

and

Teton County

Regarding State Use of 2016 State Homeland Security Grant Program Funding

1. **Parties.** The parties to this Agreement are the State of Idaho, Office of Emergency Management and Teton County, referred to as subrecipient.
2. **Authority.** This agreement is authorized under the provisions of Idaho Statute: TITLE 46, CHAPTER 10.
3. **Purpose.** The purpose of this Agreement is to set forth terms by which the Idaho Office of Emergency Management shall expend State Homeland Security Grant Program (SHSP) funds on behalf of the subrecipient. On DATE OF FEDERAL AWARD the United States Department of Homeland Security issued grant number EMW-2016-SS-00091 to the State of Idaho. Under this grant award, the State of Idaho, Office of Emergency Management must allocate grant funding to local jurisdictions. Under this grant award, the subrecipient may authorize the Idaho Office of Emergency Management to obligate and pay for equipment purchases and allocate training program costs, provided that the subrecipient and the Idaho Office of Emergency Management enter into an agreement on the matter.

4. **Responsibilities.**

a. Idaho Office of Emergency Management:

The Idaho Office of Emergency Management will provide fund management for equipment to be purchased at the local level so long as the equipment purchase fits within the scope of the grant and is authorized.

Obligations and payments may be made for the period of this grant award and any extensions of this grant award. The Idaho Office of Emergency Management will also provide training program fund management by allocating the cost of training courses offered by or taken by the subrecipient that are within the scope of the grant and are authorized.

b. Subrecipients:

The duly authorized subrecipient official has read and understands the 2016 Homeland Security Grant Program description and application. As the authorized representative, he or she hereby authorizes the Idaho Office of Emergency Management to obligate and expend 2016 Homeland Security Grant Program funds for allowable equipment purchases and training program execution on behalf of the subrecipient.

5. **Approving Official.**

Idaho Office of Emergency Management

Brad Richy
4040 Guard Street, Bldg. 600
Boise, ID 83705
Phone: (208) 258-6501

Subrecipient

Teton County
230 N. Main
Driggs, ID 83422

Other Provisions. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Idaho or any subrecipient jurisdiction. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. **Effective Date.** The terms of this agreement will become effective upon signing by the parties.

8. **Modification.** This agreement may be modified upon the mutual written consent of the parties.

9. **Termination.** The terms of this agreement in its original form, or if modified with the consent of both parties, will remain in effect until the end of the grant. Either party upon 30 days written notice to the other may terminate this agreement.

Approved By:

Authorized Subrecipient Official

Date

Brad Richy
Idaho Office of Emergency Management

Date

Fiscal Year 2016: Standard Terms and Conditions

The FY 2016 Standard Terms and Conditions apply to all new Federal financial assistance awards funded after December 26, 2014. When continuation awards are funded with FY2016 funds, the terms and conditions under which the original award was administered will continue to apply.

Assurances, Administrative Requirements and Cost Principles

DHS financial assistance subrecipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree-and require any contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- a. Subrecipients must cooperate with any compliance review or complaint investigation conducted by DHS or IBHS.
- b. Subrecipients must give DHS, IBHS and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- c. Subrecipients must submit timely, complete, and accurate reports to the appropriate IBHS officials and maintain appropriate backup documentation to support the reports.
- d. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- e. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

I. Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

II. Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

IV. Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

V. Best Practices for Collection and Use of personally identifiable information (PII)

All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VI. Title VI of the Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

All subrecipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) – be designed and constructed with certain accessible features (see 24 CFR § 100.201).

VIII. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

IX. Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

All subrecipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

XI. Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. False Claims Act and program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A129.

XVI. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-Supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where Federal statutes for a particular program prohibits supplanting, applicants or subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Publ. L. No 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XIV. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Recipient (IBHS), unless exempt as provided in paragraph d. of this award term, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term). The entity is the Idaho jurisdiction provided a subaward.

2. *Where and when to report.*

i. The recipient must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* The recipient must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this award is \$25,000 or more;

ii. In the preceding fiscal year, the recipient received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.

78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* The recipient must report executive total compensation described in paragraph b.1. if this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* The recipient, unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *There and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXV. SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

XXVII. Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.

XXVIII. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended,

which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XXIX. Reporting of Matters related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

XXX. System of Award Management (SAM) and Universal Identifier

a. Requirement for System of Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

c. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient or subrecipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- i. A Governmental organization, which is a State, local government, or Indian Tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization; and
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

iii. A subaward may be provided through any legal agreement, including an agreement that

you consider a contract.

5. *Subrecipient* means an entity that:

- i. Receives a subaward from you under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXI. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the *USA PATRIOT Act* prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXII. Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIII. Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.



Onix Networking Government Customer Agreement

Google Apps for Work

This Agreement, including all Exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corporation, an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and Teton County, with offices located at 150 Court House Drive, Driggs ID 83422, hereinafter referred to as ("Customer"). Onix and Teton County are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google Apps for Work Reseller; and Customer wishes to license Google Apps for Work;

NOW, THEREFORE, Onix and Customer hereby agree as follows:

1. **User Licenses.** "User Licenses" means the Google hosted services currently known as "Google Apps for Work" (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
 - 1.1. "Users" mean employees of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
 - 1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses.
2. **Google Apps and Google Vault License.** Customer agrees to comply with the terms and conditions of the "Product Passthrough Terms - Google Apps for Work (for Customers)" at http://www.carahsoft.com/application/files/5014/4545/3072/GAFW_Passthrough_10_21_2015.pdf.
3. **Professional Services.** "Professional Services" means the Google Apps for Work professional services and training provided by Onix as specified in the Onix Networking Services Schedule (Exhibit A). Onix will provide to Customer each Professional Service specified in the Onix Networking Services Schedule.
4. **Term.** The initial term of this Agreement shall be twelve (12) months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement may be renewed for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), by written notice thirty (30) days prior to the end of the applicable Term.
5. **Fees and Billing.** Onix will bill Customer for the User License Fees and Professional Services (the "Total Fees") as specified in the Onix Networking Services Schedule (Exhibit A) on or after the Effective Date.
 - 5.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
 - 5.2. Total Fees are due thirty (30) days from the effective date. All payment due are in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
 - 5.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
6. **Force Majeure.** Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer: Teton County

Signature _____

Print Name _____

Title _____

Date 09/15/2016

Onix Networking Corp.

Signature _____

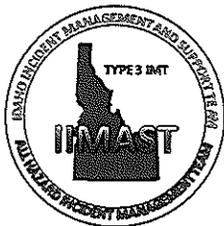
Print Name Timothy S. Needles

Title President / CEO

Date 09/15/2016

Exhibit A Onix Networking Services Schedule

Date	09/15/2016	Customer	Teton County	
Billing Information			Customer Contact Information	
Name		Name	Greg Adams	
Address		Address	150 Courthouse Drive	
			Driggs, ID 83422	
Telephone		Telephone	(208) 354-2703	
Email		Email	gadams@co.teton.id.us	
Activation Email	gadams@co.teton.id.us		Contract Term	14 months
Domain Name	co.teton.id.us		Onix Rep	Gabriela Bryson
Please check one	<input checked="" type="checkbox"/> Purchase Order #		<input type="checkbox"/> Purchase Order Not Required	
User Licenses				
Description	(Annual) Unit Price	# Users/Mailboxes	(Annual) Total	
GAPPS-UNLIM-1USER-12MO - Google Apps Unlimited Licenses 12 month license	\$119.98	75	\$8,998.50	
	Total User License Fees		\$8,998.50	
Professional Services				
Description	Price	Quantity	Total	
	Total Services Fees			
	Total User License & Services Fees		\$8,998.50	
Services Billing Terms:	NET 30			
Notes:				



Idaho Incident Management And Support Team

Agency Support Form

Guidelines

Agencies:

1. A goal of Idaho's Bureau of Homeland Security is to train and develop a Type III All Hazards Incident Management Team (AHIMT or Type III Overhead Team). An AHIMT is a standing team of trained personnel from different departments, organizations, agencies, and jurisdictions within Idaho activated to support incident management at incidents that extend beyond one operational period. Idaho's Type III AHIMT RR will respond throughout Idaho's Bureau of Homeland Security Region 3 of the State, depending upon State-specific laws, policies, and regulations. The RR element provides up to 48 hours of uncompensated Incident Management Assistance to first response agencies within the Idaho BHS Region 3.
2. The purpose of this form is to acquire the needed permission and support of the team member that has applied from your agency. The team member is expected to attend regularly scheduled training (80% attendance expected), potential for up to 48 hours of response assistance per month, and receive consideration for ongoing position specific training and shadowing opportunities as they become available.
3. By signing this form, the agency is agreeing to allow the applicant the time to train, exercise, and serve as a member of Idaho's Region 3 Type III AHIMT Rapid Response.

Applicant:

1. Please complete this form, obtain the appropriate signatures from your agency, and return it along with your application to: Idaho Region III AHIMT Rapid Response Incident Commander Dave Hanneman
C/O Idaho Falls Fire Dept. 625 Shoup
Idaho Falls, Idaho 83401.

1.

Applicant Information

Applicant Name: Greg Adams Date: 9-20-16
Agency: Teton County Department: Emergency Management
E-Mail Address: gadams@co.teton.id Telephone Number: 208-354-2703
US

Agency Support/Approval

Supervisor Name: _____
E-Mail Address: _____ Telephone Number: _____
Signature: _____



Computer Arts Inc. MASTER AGREEMENT SOFTWARE & SUPPORT LICENSE

This agreement is made effective October 1st, 2016 (the “Effective Date”) by and between Computer Arts Inc. (“CAI”) with offices at 320 SW 5th Ave Meridian, Idaho 83642 and Teton County (“Customer”), with offices at 230 North Main Street Driggs, ID 83422 and 150 Courthouse Drive, Driggs, ID, 83422.

1. SOFTWARE LICENSE: CAI grants to Customer and Customer accepts from CAI, for the duration of the term of this Agreement, a non-exclusive, fully revocable, non-sub licensable and non-transferable (except as otherwise expressly provided) license under copyright (the “License”) to download, install, and use the object-code version only of the collection of custom computer programs and related data, developed exclusively by CAI, which provide business logic processing (the “Software”), together with any related technical specification documentation as may be provided by CAI relating to the Software (the “Documentation”). The Software may only be installed and used on computers as authorized by CAI. The Software shall be used only at Customer’s premises identified above and shall not be moved or transferred without CAI’s prior written consent.

2. LICENSE FEES: In consideration for the grant of the License and the use of the Software, Customer agrees to pay CAI the license fee(s) as outlined in Addenda to this Agreement. Annual license fees shall be for a period of one fiscal year, and shall not be increased during Customer’s fiscal year. CAI agrees to notify Customer at least 30 days prior to the first day of Customer’s next fiscal year of any fee increases for the following fiscal year. License fees are due and payable upon receipt of invoice from CAI. Any additional licenses purchased by the Customer after the initial License will be billable at the pricing level in effect at the time of actual purchase.

3. ADDITIONAL FEES: Customer agrees to reimburse CAI for travel expenses and other Customer-authorized expenses incurred in the performance of services provided under this Agreement. Travel charges and any charge limitations are defined in respective the Addenda to this Agreement. Payment terms shall be net 20 unless otherwise agreed by both parties. Any additional licenses purchased by the Customer after the initial License will be billable at the pricing level in effect at the time of actual purchase.

4. BACKUP COPIES. In addition to the copy made pursuant to installation under Section 1 above, Customer may make one (1) copy of the Software for backup and archival purposes. Customer must reproduce and include the patent, copyright and trademark notices and any other notices that appear on the original Software on the backup and archival copy, and any media therefore.

5. THIRD PARTY PRODUCTS. The Software may also contain one or more separately installable third party software products (each a “Third Party Product”). Third Party Products are provided to Customer by CAI “AS IS” without warranty of any kind. Any Third Party Product may be used by Customer only if Customer accepts the applicable separate license for such Third Party Product included in the installation procedure. Any Third Party Product used in conjunction with the Software may not be used after termination of this Agreement, and must be immediately uninstalled.

6. TITLE: CAI represents and warrants to Customer that CAI is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement, including the right to license the Third Party Product, as applicable. CAI and/or its licensors retain exclusive ownership of the Software and all rights, title, and interest therein including, without limitation, all trade secret, patent rights, copyrights and trademarks, in and to the Software and all derivative works. The Software is licensed, not sold, and title to each copy of the Software shall remain with CAI or its licensors and shall not pass to Customer. CAI retains all rights not expressly granted. If Customer creates an unlicensed or unauthorized work that is derivative of or based upon any material licensed hereunder, Customer assigns and agrees to assign to CAI all rights, title and interest in and to any such works as Customer may create and any and all data created and collected pursuant to Customer’s downloading, installation, and use of the Software. To the extent that applicable law prohibits such an assignment or requires the transfer of or create any rights,

title or interest in the Software benefiting Customer, Customer agrees to waive any and all such prohibitions, requirements to transfer, or creations of such rights, title or interest.

7. RESTRICTIONS: Except as otherwise expressly permitted herein, Customer and its principals, agents and employees shall not (and shall not allow any third party) to: (i) decompile, disassemble, or otherwise reverse engineer (except to the extent that applicable law prohibits reverse engineering restrictions) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Software by any means whatsoever; (ii) remove any product identification, patent, copyright, trademark or other notices; (iii) provide, lease, lend, use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use the Software to or for the benefit of third parties, including, but not limited to, entities with which the Customer or the principals of the Customer are affiliated in any way; (iv) modify, or, except to the extent expressly authorized herein, incorporate into or with other software or create a derivative work of any part of the Software; (v) disseminate information or analysis (including, but not limited to, benchmarks) regarding the quality or performance of the Software from any source, without prior written authorization by CAI; (vi) use the output or other information generated by the Software (including, but not limited to, output describing the structure of a software program) for any purpose other than use by the Software in accordance with its specifications; (vii) share the application in a client-server or networked environment; (viii) use the Software for any purpose that is unlawful, abusive, or obscene according to the relevant community standards, or in any way that damages the Software or CAI’s property or interferes with or disrupts the operation of Software or the CAI’s network or any carriers’ networks or systems (as defined by CAI, in its sole discretion); (ix) use, transfer, locate, or move the Software in any manner that constitutes a violation of any applicable laws or regulations, including, but not limited to, United States Export Administration Regulations; or (x) register or otherwise file to establish trademark, copyright, or any other government-conferred intellectual property rights in any jurisdiction based upon or using the Software (including associated trademarks and other forms of commercial identification), and Customer and its affiliates hereby agree that any attempts to register or otherwise file for such rights shall be null and void and shall constitute a material breach of this Agreement.

8. EQUIPMENT SPECIFICATIONS. Customer shall use the Software and related services only with compatible equipment (including, but not limited to, displays, screens and computers) meeting the specifications that CAI may specify from time to time. At its discretion and without prior notice, CAI may cease to support certain equipment. All costs associated with any equipment and with Internet access (or such other communication costs) shall be borne by the Customer.

9. COPYRIGHT: The Software subject to this agreement is owned by CAI and is protected by United States copyright laws. The Software may not be leased, rented, or loaned by Customer to any agency, individual, or entity without the written permission from CAI in the form of a signed letter or addendum to this agreement. Copies of the Software may only be made for Customer’s system backup or archival purposed.

10. SOFTWARE MAINTENANCE: During the term of this agreement together with all applicable fully executed addendums, CAI shall provide to Customer any corrected or enhanced version of the Software as created by CAI. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the existing Software, but shall not include any substantially new modules of the Software and may or may not, at the discretion of CAI, include custom revisions made for an individual customers subject to a separate agreement. Customer shall have access to all

software documentation, manuals and installation instructions as provided by CAI. This information may in written bound form or also online help within the software. All data files, reports and other input/output materials of Customer used by CAI are and shall remain the exclusive property of Customer. These may not be used by CAI without the approval of Customer.

11. SOFTWARE SUPPORT: Customer may elect to purchase software support services as further set forth and outlined in the Software Support Addendum. Customer agrees that the Services shall be subject to the terms, conditions, and restrictions set forth in the Addendum, as may be amended from time to time by CAI.

12. NETWORKING AND PC SUPPORT: At Customer's option, CAI will provide on-site and extended networking and PC support to Customer as outlined in the PC/Network Addendum. Customer agrees that the Services shall be subject to the terms, conditions, and restrictions set forth, as may be amended from time to time by CAI.

13. CONVERSION SERVICES: At Customer's option, CAI agrees to provide data conversion services to Customer as outlined in Conversion Addendum. Customer agrees that the Services shall be subject to the terms, conditions, and restrictions set forth, as may be amended from time to time by CAI.

14. WARRANTY & REMEDIES: CAI warrants that the Software will function and perform substantially as designed for a period of thirty (30) days from the date of final installation. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT THE SOFTWARE AND ANY OTHER SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) SOFTWARE SUPPORT, NETWORKING SUPPORT, PC SUPPORT AND CONVERSION SERVICES, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE OR OTHER SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CAI DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SOFTWARE SHALL BE SECURE OR UNINTERRUPTED. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE. Any unauthorized modification or alteration of any part of the Software, services, or support by the Customer, its agents, employees, or representatives shall void this warranty and constitute a cancellation of any obligation of CAI to warrant the Software under terms of this agreement.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO CAI BY CUSTOMER WITH RESPECT TO THE COPIES OF SOFTWARE OR SERVICES OR SUPPORT THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE OR COULD HAVE ARISEN; (II) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (III) FOR FAILURE OR MALFUNCTION OF THE SOFTWARE, INTERRUPTION OF USE OR LOSS OR CORRUPTION

OF DATA; OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE (A) THE SOFTWARE BY CUSTOMER OR (B) SERVICES AND SUPPORT PROVIDED BY CAI, OR (IV) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.

16. RIGHT TO AUDIT. Upon CAI's written request, Customer shall furnish CAI with a signed certification certifying that the Software is being and has at all time been used in full accordance with the terms and conditions of this Agreement and associated Addenda, including, but not limited to, any copy and user limitations. With prior reasonable notice, CAI or its authorized agent shall have the right to audit the copies of the Software in use by Customer wherever located and Customer's use thereof, provided that such audit occurs during regular business hours. In the event that the audit reveals a material breach of this Agreement on the part of Customer, Customer shall pay CAI then-current license, support, and maintenance fees (if any) for the number of licenses reflected in the discrepancy for any unauthorized use of the software and shall pay all costs of such audit. CAI's audit rights hereunder shall survive the termination of this Agreement. Customer shall retain all relevant books and records relating to its use of the Software and this Agreement for a period of three (3) years following termination hereof.

17. REMEDY. Customer agrees that the liability of CAI for damages under this Agreement, regardless of the form of the action, shall not exceed the cost of the Software and services provided by CAI and that this shall be the Customer's sole and exclusive remedy.

18. INDEMNIFICATION. Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the "Indemnified Parties") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

19. IMPORT AND EXPORT RESTRICTIONS. Customer agrees and acknowledges that certain technology licensed hereunder may be subject to importation and exportation regulation by agencies of the United States government, including, but not limited to, the U.S. Department of Commerce, the regulations of which prohibit the export or diversion of certain products and technology to certain countries or nationals of certain countries, and of other national and international authorities. Customer warrants that it shall comply in all respects with the export restrictions applicable to any materials or technology provided hereunder and shall at all times otherwise fully comply with the United States Export Administration Regulations and with all other applicable laws and regulations as may be in effect from time to time. To the extent that CAI may require assistance from Customer or its affiliates to demonstrate the adequacy of Customer's compliance, Customer shall timely provide such assistance as requested by, but without additional cost to, CAI.

20. RESOURCE ACCESS: Customer agrees to allow CAI access to its employees for training purposes for so much time as is required for CAI to perform its obligations pursuant to this Agreement, so long as said access provided to CAI does not adversely affect Customer's normal business operations. Customer further agrees to allow CAI physical and remote access to its computer equipment for as much time as is required for CAI to perform its obligations pursuant to this Agreement, so long as said access provided to CAI does not adversely affect Customer's normal business operations.

21. TERM AND TERMINATION: The term of this Agreement is one (1) year from the Effective Date ("Initial Term"). Upon termination of the Initial Term, or any Renewal Term, this Agreement shall automatically renew for an additional term of twelve (12) months (each a "Renewal Term"). No less than sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Terms, either party may elect not to renew the Agreement by providing the other party written notice of such election. Any Addenda,

attached hereto, shall have a term of one (1) year from the Effective Date and shall be renewable annually upon both parties signing a *Renewal Addendum*, respective to the specific licensed products and services, which shall set forth the terms and conditions of the renewal term and the respective terms and conditions of such Addendum. As provided therein, the *Renewal Addenda*, as applicable, may supplement and modify the terms and conditions of this Agreement. CAI may terminate the Agreement and any Addenda, then applicable, at any time if Customer breaches any provision of this Agreement or commits any act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors or ceases to do business as a going concern. Upon termination of this Agreement or any applicable *Addenda*, (i) all rights and licenses granted to Customer shall immediately terminate and (ii) Customer shall promptly certify to CAI that all copies of the Software have been removed from its computer systems and destroyed and any outstanding fees shall be payable in full prior to the date of termination. In lieu of (ii) of the foregoing sentence, at CAI's sole discretion, Customer shall permit CAI to enter Customer's premises and remove the Software.

22. CONFIDENTIAL INFORMATION. The Software and any electronic access code represent confidential information and trade secrets belonging to CAI and its licensors ("**Confidential Information**"). Customer may disclose such Confidential Information only to those of its own employees or contractors with a need to know for the Customer's authorized use and shall use at least the same degree of care as Customer employs with respect to its own confidential information, but no less than a reasonable degree of care, to avoid disclosure to third parties. Customer and its employees will keep the Software strictly confidential and will not disclose or otherwise distribute the Software to anyone other than Customer's employees. Customer shall have no obligation with respect to any information that is already known to it without obligation of confidentiality; is independently developed without use of any Confidential Information; or becomes publicly known through no wrongful act of Customer.

23. INDEPENDENT CONTRACTOR. The relationship created by this Agreement is one of independent contractors, and not partners, franchisees or joint ventures. No employees, consultants, contractors or agents of one party are employees, consultants, contractors or agents of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, except as expressly set forth herein. Furthermore and unless otherwise agreed in writing, Customer shall not be an agent of CAI or the owner of the intellectual property rights herein licensed to Customer. Neither party shall make any representation to the contrary, either expressly, implicitly or otherwise.

24. GOVERNING LAW. This Agreement shall be governed by Idaho law. The state and federal courts of Idaho have jurisdiction, and venue for mediation, litigation and all other proceedings shall be located in Ada County, Idaho.

25. NOTICES. All notices and other communications ("**Notices**") shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with confirmation of the transmittal of the fax and a copy of the fax deposited on the same day in the United States Mail, with the date of notice being the date of the fax, (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail deposited on the same day in the United States Mail, with the date of notice being the date of the e-mail, (v) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices shall be addressed to the following addresses, or such other address as one party shall provide the other parties:

CAI: 320 SW 5th Avenue
Meridian, Idaho 83642

Customer: Teton County
230 N Main St. &
150 Courthouse Drive
Driggs, ID 83422

26. ASSIGNMENT. Customer shall not assign or otherwise transfer any of its rights or obligations hereunder, including any assignment by operation of law as a result of the merger, acquisition, divestiture, or change of control of Customer, without (a) the prior written consent of CAI and (b) the original Customer's fully divesting itself, himself or herself of all possession of the Software and all media and copies thereof. Subject to the foregoing, the provisions of this Agreement shall apply to and bind the successors and permitted assigns of the parties.

27. SEVERABILITY: The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement. If the invalidity or unenforceability is due to the unreasonableness of time or geographical restrictions, the restrictions shall be effective for the period of time and area as a court may determine to be reasonable.

28. ENTIRE AGREEMENT: This Agreement contains the complete understanding and agreement of the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter herein. Neither party shall be bound by any statement or representation not contained herein.

29. SURVIVAL. Sections 6 and 9 shall survive termination or expiration of this Agreement.

30. HEADINGS: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

CUSTOMER acknowledges that it has read and understands this Agreement and any attachments hereto, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersede all proposals, oral or written, and all other communications between the parties relating to this service.

If either party breaches this Agreement, it agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF, CAI and Customer have executed this Software License Agreement on the day and year first above written.

CUSTOMER

1

Signature / Title Date

2

Signature / Title Date

3

Signature / Title Date

COMPUTER ARTS, INC.

Signature / Title Date



Addendum A Annual County Software License And Maintenance Fees

Annual County Software License and Maintenance Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Teton County ("Customer") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2016 and supersedes all other Annual County Software License and Maintenance Fees Addenda to this Agreement. This Annual County Software License and Maintenance Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software License and Maintenance Fees Addendum, entered by both parties.

	Estimate	Provide Actual
County Population:	10,341	
County Parcel Count:		

Program Maintenance	Annual Fee	Selection	Cost
Clerk's Financial System	\$14,396.60	X	\$14,396.60
Financial Imaging	\$550.00	X	\$550.00
Financial Claims Entry	\$1,552.50		
Treasurer's Financial System	\$2,743.60	X	\$2,743.60
Indigent System	\$2,769.00	X	\$2,769.00
Indigent Imaging	\$550.00	X	\$550.00
Employee Web Portal			
Payroll System	\$4,278.10	X	\$4,278.10
Payroll Imaging	\$550.00		
Web & Daily Time	# of Employees - 77 \$924.00		
ACA Reporting	# of Employees - 77 \$924.00		
Jury System	\$3,955.71		
Jury Imaging	\$550.00		
Recording System	\$1,593.45	X	\$1,593.45
Recording Imaging	\$550.00	X	\$550.00
E-Recording Module	\$0.00	X	\$0.00
Recording Web Module	\$569.25	X	\$569.25
Civil Program	\$3,046.59		
Civil Imaging	\$550.00		
Building Permit Management (Rural Addressing)	\$1,712.61		
Building Permit Imaging	\$550.00		
Secure Image Management System	\$1,370.09	X	\$1,370.09
Imaging Stand-Alone (Non-CAI)	\$550.00		
Imaging OCR Module	\$1,100.00		
LID	\$2,397.49		
Property Tax System	\$350.00		
Property Tax Imaging			
Property Tax Web Module			
SOFTWARE LICENSE SUBTOTAL			\$29,370.09
CHANGES OR ADDITIONS			
TOTAL ANNUAL SOFTWARE LICENSE FEES			

CUSTOMER

COMPUTER ARTS, INC.

1	
Signature	Date
Date	Signature
Date	Date
2	Mitch Cromwell
Signature	Date
Date	Printed Name
3	CEO
Signature	Date
Date	Title



Addendum B Annual County Software Support Fees

Software support services described in this addendum shall be provided by Computer Arts, Inc. (“CAI”) to Teton County (“Customer”) by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2016 and supersedes all other Annual County Software Support Fees Addenda to this Agreement. This Annual County Software Support Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software Support Fees Renewal Addendum, entered by both parties. Other individual services or a combination of services are available on a per-hour basis at the Customer’s discretion and may incur additional fees by separate agreement.

A. SUPPORT ACCESS

CAI will provide telephone and/or on-site software support on a business day basis for licensed CAI programs. Business day is defined as 8:00 AM through 5:00 PM in the location in which a CAI office is operated and maintained, excluding holidays and weekends. In addition, CAI will provide an 800 help desk support line generally available seven (7) days a week, twenty-four (24) hours a day. CAI will make every reasonable effort to provide Customer with timely and acceptable support in the use,

functions, procedures and maintenance of the licensed software modules through the use of:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer’s computer site.
- On-line meetings, documentation and Issue tracking.

B. EDUCATION AND TRAINING

Computer Arts agrees to provide Customer with sufficient in-house or on-site training as deemed necessary by CAI and Customer, for Customer to efficiently operate Customer’s CAI software systems. CAI agrees to include Customer in CAI classroom education or user group meetings, as deemed applicable and appropriate by CAI and Customer. Periodic online training may also be offered on program changes, enhancements, updates and business processes.

C. SECURITY AND RECOVERY SERVICES

Computer Arts will provide Customer with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. Adherence to prescribed procedures and the performance of backup and security functions are the sole responsibility of Customer. In the event of computer hardware failure or other disaster in which data files are destroyed, CAI at customer’s request will make available immediate resources to assist in coordinating hardware repairs or replacement, and data file restoration for Customer. If the loss of data results from the failure of Customer to adhere to documented backup and security procedures, additional charges may apply.

D. SOFTWARE SYSTEMS SUPPORT

CAI will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. CAI will use its reasonable efforts to cure, as described below, reported and reproducible errors in the Software. CAI utilizes the following three (3) severity levels to categorize reported problems:

• **SEVERITY 1 CRITICAL BUSINESS IMPACT (Critical)**

The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software. CAI will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

• **SEVERITY 2 SOME BUSINESS IMPACT (Moderate)**

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. CAI will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

• **SEVERITY 3 MINIMAL BUSINESS IMPACT (Low)**

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. CAI will provide an initial response regarding the request and log the request in the company’s ticket system for follow-up within one (1) business week.

This agreement is not intended as a consulting agreement for customer services. With respect to severity one (1) reported deficiencies, CAI may, by request of the Customer, elect to send support or development staff to the Customer location to accelerate problem resolution. Travel expenses will be charged as outlined in this addendum Section E.

E. SUPPORT AND TRAVEL FEES

For on-site support, an individual daily trip fee will be incurred to Customer. This fee shall include all daily expenses including travel time, meals, mileage and a hotel if necessary. If multiple service representatives are required, a trip fee for each individual and for each day shall be incurred.

Description	Fees
Annual Software Support Fee	\$9,975.00
Travel Expense (Flat fee, per day, per person)	\$90.00

F. WARRANTY

THE SOFTWARE SERVICES, AS DESCRIBED ABOVE, ARE “AS-IS” AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE SERVICES PROVIDED BY CAI OR CAI’S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CAI DOES NOT WARRANT THAT THE SOFTWARE SERVICES ARE OPERATIONAL OR ERROR-FREE OR THAT THE CUSTOMER’S OPERATIONS BE SECURE OR UNINTERRUPTED DUE TO THE SOFTWARE SERVICES.

CUSTOMER	COMPUTER ARTS, INC.
1	
Signature / Title	Date
2	Signature
Signature / Title	Date
3	Printed Name
Signature / Title	Date
	Title



Addendum C Annual IT Services And Networking Support Fees

Computer Arts, Inc. ("CAI") is a computer service organization, which provides a variety of computer services and equipment to multiple clients. This addendum takes effect October 1st, 2016 and supersedes all other Annual PC/Network Support Fees Addenda to this Agreement. This Annual PC/Network Support Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual PC/Network Support Fees Renewal Addendum, entered by both parties. The parties hereto agree that CAI will provide network services and any requested equipment to Teton County ("Customer") as hereinafter outlined. Said services shall include, but are not limited to, the following:

A. SERVICES

CAI may provide any technology support or installation services requested by Customer. CAI shall provide first line support for PC's, servers, network devices and other peripheral devices to Customer. Peripheral devices shall be defined as any device that connects to the Server or to a PC network. First line support shall include handling level 1 problems and questions on equipment installation and operation. In the case of hardware failure or warranty, CAI shall make every reasonable effort to refer Customer users to appropriate manufacturers in the event that a problem or question cannot be readily solved or answered in a timely manner. Support may include any or all of the following:

- Technology planning assistance
- Bid and purchase assistance
- Hardware installation, setup and troubleshooting
- Building infrastructure services (such as cabling recommendations and specifications)
- Education & training
- Project management
- Routine maintenance
- Network diagnostics & support
- Internet, Intranet, routers, firewalls and other security devices
- Third party software installation, configuration

B. RESOURCE ACCESS

Customer shall have reasonable "as needed" access to Computer Arts PC/Networking personnel during normal business hours for any CAI software related problem or inquiry. After hours PC/Networking support (5:00pm-8:00am plus holidays/weekends) is available and shall be billable at the "after hour" support rate as specified in this Addendum C. CAI will make every effort to provide Customer with timely and acceptable solutions. Reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.

NOTE – ON-SITE and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

C. SCHEDULING

Customer shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.

D. SECURITY

CAI agrees that all PC/Networking support technicians shall complete an approved security background check. In addition, each CAI support employee shall comply with the Idaho State Police security authorization protocols. Each CAI PC/Networking technician shall comply with all CAI security and policy procedures as outlined by the CAI personnel manual.

E. HARDWARE SUPPORT / SALES

CAI agrees to assist Customer at their request with the support of hardware systems, by both working with Customer and the manufacturer (if necessary) to get the hardware/software operational or by helping Customer find other qualified support assistance.

As certain hardware models tend to change frequently, CAI will not be responsible for selling or supporting any discontinued manufacture hardware. CAI agrees to assist Customer in purchasing "known brand" hardware by making best in class recommendations. CAI may provide quotes to Customer as requested by Customer. Payment terms for any hardware purchases from CAI shall be NET Twenty (20) days.

F. BILLING

PC/Networking service shall be provided on an "as-available" basis at rates specified in the Fees section H in this addendum. Customers may select the number of "Pre-Paid" service hours required and the associated guaranteed rate. CAI agrees to provide service at this guaranteed rate up to the number of hours selected.

Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in the Fees section H in this addendum. Additional charges such as hardware/software sales will be invoiced upon receipt of the order. Associated travel expenses will be invoiced as specified in the Fees Section H of this addendum.



Addendum C Annual IT Services And Networking Support Fees

G. WARRANTY

THE NETWORKING & PC SUPPORT SERVICES, AS DESCRIBED ABOVE, ARE “AS-IS” AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE NETWORKING & PC SUPPORT SERVICES PROVIDED BY CAI OR CAI’S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CAI DOES NOT WARRANT THAT THE NETWORKING & PC SUPPORT SERVICES ARE OPERATIONAL OR ERROR-FREE OR THAT THE CUSTOMER’S OPERATIONS BE SECURE OR UNINTERRUPTED DUE TO THE SOFTWARE SERVICES.

H. FEES

Personal Computer / Network Agreement Service Fees (These rates also apply to CAI Software support in absence of Annual Software Support Agreement)

PC Hours	Guaranteed Hourly Rate
No Pre-Paid Hours	\$90.00
51 to 100	\$80.00
101 to 500	\$70.00
501 to 999	\$60.00
After Hours Support (5:00pm-8:00am MST, M-F business, holidays, weekends)	\$120.00

Fiscal Year 2012-2013 Purchased	Fiscal Year 2013-2014 Purchased	Fiscal Year 2015-2016 Purchased	Recommended 2016-2017
245	501	0	101

Guaranteed Hours Calculation for new Fiscal Year

Select number of hours purchased	
Multiply by guaranteed rate (see chart above)	
New annual PC/Network Service Contract Price	

Travel Expenses associated with on-site PC/Network support

Travel Time (one way only)	\$50.00 per hour per Technician
Travel Expense Mileage (round trip from nearest CAI location)	Actual IRS allowed rate, currently \$0.54 per mile
Travel Expense Meals	Actual Costs
Travel Expense Lodging	Actual Costs
Travel Expense Transportation	Actual Costs

CUSTOMER

COMPUTER ARTS, INC.

1			
Signature	Date	Signature	Date
2		Mitch Cromwell	
Signature	Date	Printed Name	
3		CEO	
Signature	Date	Title	

He said RAD is meeting their transition plan benchmarks and asked if the county should undertake any outreach efforts. RAD plans to mail a flyer to every postal patron in Teton County. However, Mr. Varela said most questions are coming from second homeowners who would not receive that mailing. If Mr. Johnson can obtain a list of customers within unincorporated Teton County from Voorhees, the county will send an informational letter to those customers.

The Board reviewed a draft ordinance recommended by Prosecutor Spitzer in order to give the county legal authority to enforce the exclusivity provisions of the new waste hauler contract. She said county ordinances do not require a public hearing unless they are related to land use. After this ordinance is approved by the Board, it will be published in the newspaper. The Board discussed several possible changes, including the fact that Driggs Mayor Hyrum Johnson has asked the county to cooperate with a future covered-load ordinance. Prosecutor Spitzer said this would not be the appropriate ordinance to address that problem. She will refine the proposed ordinance for further review and discussion by the Board.

ROAD & BRIDGE. Mr. Johnson said the Rammell Mountain Road reconstruction project is complete and the crew is now working on the drainage and re-construction of N3000W. The paving of E5000S is complete and the contractor is finishing the final punch list. The Army Corps of Engineers has withdrawn the county's application for W6000S but will re-open it after the county submits a wetland mitigation plan. The Corps has requested annual monitoring reports as required per the permits obtained when the two Badger Creek bridges were re-built by the County.

CLERK

The Board had no questions about the Clerk's FY 2016 Budget Memo #7 (Attachment #7).

● **MOTION.** Commissioner Park made a motion to approve Clerk Hansen's recommendation to order enough ballots for the November 3, 2015 election to accommodate 50% of the number of voters registered as of Sept. 15. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Park made a motion to certify the 2015 levies for FY 2016 as presented by the Clerk. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #8)

ELECTED OFFICIAL & DEPARTMENT HEAD MEETING

Seven elected officials and five department heads discussed issues of mutual concern.

ADMINISTRATIVE BUSINESS

● **MOTION.** Commissioner Park made a motion to approve the minutes of August 24 and September 9 as presented. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Riegel made a motion to approve the retail alcoholic beverage licenses for the Teton Valley Foundation Bridges to Change Movie Premiere and Friends of the Teton River Wild & Scenic Film Festival. Motion seconded by Commissioner Park and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve Certificates of Residency for Gabriel Hernandez, Ariel Martinez, Jose Ortiz and Leonardo Virginia. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Chairman Leake made a motion to approve the trade-in of two motorcycles for one, as well as trading in two snow machines to help purchase two new snow machines, all as requested by Search & Rescue. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #9)

PTO CARRYOVER REQUESTS. Clerk Hansen said several departments have requested approval for employees to carry over more than 80 hours of PTO into the new fiscal year (Attachment #10). This is allowed by county policy, if approved by the Board, but the same employee cannot be approved for PTO carryover in two consecutive years. Such approval usually includes a date by which the excess hours must be used. However,

since the Sheriff is still short of patrol deputies and dispatchers, and his budgets include sufficient funds to do so, she suggested the Board buy out the excess PTO hours for those employees. The Board discussed the current policy at length, wondering how to hold supervisors accountable for managing their employees' time off better and whether buying out PTO hours would be fair, or set a bad precedent. Clerk Hansen explained that previous Boards had included the possibility of PTO carryover in order to not penalize good employees who were unable to use their PTO through no fault of their own. In particular, she said, the 24/7 public safety employees were in a difficult position when staff shortages required significant overtime. Especially because the overtime is converted into comp time and county policy requires comp hours to be used before PTO hours. The Board decided to re-visit the PTO policy with the intent of eliminating PTO carryover provisions. This will also require re-visiting the policy requiring use of Comp Time hours before PTO hours.

● **MOTION.** Chairman Leake made a motion to approve the carryover of excess PTO hours for Greg Adams, Tammy Sasche, Troy Jones, Heither Frei, Blake Egbert, Clint Lemieux, Rachael Heuseveldt, Alicia Parsons, Blake Fullmer and Mitch Golden, with the condition that the excess hours be used by the end of the pay period including December 31. Motion seconded by Commissioner Park and carried unanimously.

AIRPORT NOISE. The Commissioners discussed correspondence from Niki Tischhauser complaining about excessive air traffic noise related to the Driggs airport (Attachment #11). Chairman Leake said he has explained to her that the airport is owned by the city and the county has no jurisdiction. Planning Administrator Jason Boal said the county's master plan includes a "navigation easement" applying to properties within a certain proximity to the airport. However, this complaint comes from a resident who doesn't live near the airport, so is more of a pilot issue, not an airport issue. Prosecutor Spitzer said she would need to do more research, but believes the county cannot regulate activities that take place in the air. Commissioner Riegel said air traffic-related noise is a well-document problem and she doesn't want this complaint brushed off. She volunteered to contact the airport board or FAA if appropriate. Mr. Boal recommended contacting the Flight Standard District Office.

COMMITTEE REPORTS. Commissioner Riegel said she provided her report during the EODH meeting when she explained the University of Idaho process for replacing the Extension Agent and the new Weed Supervisor/Natural Resource Specialist position.

Chairman Leake attended the Sept. 8 meeting of the Eastern Idaho Community Action Partnership during which they toured facilities for senior citizens and low income families in Arco, Blackfoot and Idaho Falls. He met with the Mayors on Sept. 10.

PRIORITIES. The updated priorities list was briefly reviewed and discussed (Attachment #12). Commissioner Riegel suggested adding "educational needs assessment" to the list and said the Board should support overall educational excellence in the county.

● **MOTION.** Commissioner Riegel made a motion to approve the claims as presented, after receiving clarification regarding one Fair Board claim. Motion seconded by Commissioner Park and carried unanimously.

General Fund.....	87,928.80
Road & Bridge.....	17,427.20
Court.....	39,668.85
Court-Restitution.....	5,263.63
Court-Bonds.....	3,290.00
Consolidated Elections.....	532.00
Revaluation.....	9,470.00
Solid Waste.....	187,638.03
Road Levy.....	59,583.75
E911.....	7,552.22
Ambulance.....	10,333.48
Mosquito Abatement.....	20,833.33
Waterways/Vessel.....	320.00
Fairgrounds & Fair.....	11,524.87
Impact Fees: Circulation Facilities ..	230,000.00
TOTAL.....	\$691,366.16

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	EMPLOYEE PTO Extension LIST - FY2015															
2																
3	HOURS MUST BE USED BY DEC. 31, 2015															
4																
5																
6	Employee Name		Hours to Use			Hours Used						Total Used		Remaining PTO		
7														to be Forfeited		
8						Date	Date	Date	Date	Date	Date			if not used by		
9						30-Oct	13-Nov	27-Nov	11-Dec	25-Dec	8-Jan			Dec. 31, 2015		
10	ADAMS, GREG		24.7			0						0		24.7		
11	EGBERT, BLAKE J		49.5			0						0		49.5		
12	FREI, HEATHER A		56			14						14		42		
13	HEUSEVELDT, RACHAEL		24.47			0						0		24.47		
14	JONES, TROY N		28			0						0		28		
15	PARSONS, ALICIA F		33			0						0		33		
16	SACHSE, TAMMY		42.45			0						0		42.45		
17																
18	LEMIEUX, CLINT		NO EXTENSION NECESSARY													
19	FULLMER, BLAKE		NO EXTENSION NECESSARY													
20	GOLDEN, MITCH		NO EXTENSION NECESSARY													
21																
22	FORFEITED PTO															
23	GREEN, MAUREEN		1.33 hours													
24	JARDINE, MAEDENE		.75 hours													
25	LUNDBERG, CHRIS		129.6 hours													
26	OLSEN, MARK		15.31 hours													

C Lundberg never submits PTO hours used.



FROM: Wendy Danielson, Interim Building Administrator
TO: Board of County Commissioners
RE: Building Department Update
MEETING: September 23, 2016

The following items are for your review and discussion.

Building Permit Reports:

I will have final numbers for FY 2016 at your first meeting in October. In August we issued a total of 20 permits, 5 of them are for new residences. We are up to 66 residences for the year now.

IDABO Permit Tech Committee:

By the time we talk, I will have taken part in a 2 day training event sponsored by the Idaho Permit Tech Committee. I, with the Permit Tech / Office Manager from Bingham County, am scheduled to teach 2 separate 4 hour Test Prep courses to help those in other parts of the state that are currently studying for the certification testing through the International Code Council.

Code Compliance:

We are continuing to work with Kathy Spitzer, as time allows, to produce a realistic process for enforcing Building Code Violations. As we discussed at the beginning of September, I will be reaching out to other counties to find out how they handle various code issues. I'll also be looking for input, and suggestions from them and will find out how much assistance they get from law enforcement or other county departments.

Building Department Summer Hours:

The Building Department hours will go back to 9am – 5pm at the beginning of October. Because of the work load though, it's highly likely that staff will continue working longer days. This will be necessary until the number of new applications being submitted slows down and back logged work (including code compliance) is caught up. Per our previous agreement, I will not accrue comp time and will instead be paid the overtime rate for hours over 40 until my position and pay grade are confirmed. I would like the Board's input regarding Tom Davis' hours. Please let me (and Janette) know if he should be paid out as well or add to his comp time accrual. I spoke with Tom to find out if he has any preference. He said he is fine with continuing to accrue comp time.

Board of Teton County Commissioners

MINUTES: September 12, 2016

Commissioners' Meeting Room, 150 Courthouse Drive, Driggs, Idaho

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

BUILDING – Wendy Danielson

PLANNING – Kristin Rader

1. Draft Land Use Code Open Houses

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

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. 2015 Diversion Data
 - b. Approval of Inter-Agency Agreement Between Teton and Bonneville Counties for Wood Chipping Services
2. Road & Bridge
 - a. Approval of Walk n Roll Purchase
 - b. Approval of Purchase of a Retriever Shoulder Disc Attachment for Road Grader
 - c. Approval of Motor Grader Lease/Purchase
 - d. Approval of Transfer of Funds Spent on Crushing
 - e. Henderson Canyon Road
3. Engineering
 - a. North Leigh Creek Right-of-Way Grant with BLM
 - b. Approval of Deed of Conservation Easement Between Teton County and the Teton Regional Land Trust
 - c. Packsaddle Road Vacation Application
 - d. Cache Bridge Rehabilitation Project
 - e. Approval of MOU with Teton Soil Conservation District
 - f. Approval of Purchase of Pre-Cast Box Culverts for Darby Creek Crossing
 - g. Horseshoe Vault Toilet
4. Facilities
 - a. Approval of Transfer of Funds to Cover Landscaping Costs
5. Noxious Weeds
 - a. Weed Superintendent Report

12:00 ELECTED OFFICIALS AND DEPARTMENT HEAD MEETING

1:00 AMBULANCE SERVICE DISTRICT

1. Approve Available Minutes
2. MOU or Agreement with TVHC and ASD for Unemployment Payments
3. Medical Director Contract
4. Purchase of New Ambulance
5. Fire/ASD Agreement for Services October 1, 2017 and Beyond
6. Transition of ASD Ambulance Services Agreement with Wyoming to the Fire District
7. EMS Advisory Committee Membership and Scope of Responsibilities

CLERK – Mary Lou Hansen

1. Number of ballots to order for November 8 election
2. September 29 Behavioral Health Summit in Boise
3. Final Salaries for FY 2017
4. Approval of Tax Levy Rates for FY 2017
5. Alcoholic Beverage License Renewals for 2017
6. Non-Profit Contracts
7. Proposed Policy Revisions

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

1. Approve Available Minutes
2. Other Business
 - a. Approval to Carry Over PTO in Excess of 80 Hours
 - b. Approval of 2016 SHSP Teton County Amended MOU
 - c. Approval of Letter in Support of Teton Water Users Association's Proposal for Funding the Ground Water Management Plan
 - d. Affordable Workforce Housing
 - e. 2017 Eclipse Event Planning
 - f. Executive Assistant Report
 - g. Approval of Appointment of Open Positions on Planning and Zoning Commission, Mosquito Abatement District, Impact Advisory Committee
 - h. Certificates of Residency
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

ADJOURNMENT

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Prosecutor Kathy Spitzer, Clerk Mary Lou Hansen

Chairman Leake called the meeting to order at 9:02 am and led the Pledge of Allegiance.

PLANNING

Staff illness forced cancellation of the September 7 & 8 Open Houses intended to share information with the public about the new land use development code. In light of that fact, Planning Administrator Kristin Owen asked the Board how they would like to revise the schedule for code adoption. The Board said it was important for the public to participate in the process before the Planning & Zoning Commission public hearing and that the PZC should determine how best to revise their scheduled meetings.

OPEN MIC

No one present wished to speak.

PUBLIC WORKS

Director Darryl Johnson reviewed his update memo (Attachment #1).

- **MOTION.** Commissioner Park made a motion to approve the \$15,000 inter-agency agreement with Bonneville County for the provision of wood shipping services at the Teton County landfill. Motion seconded by Commissioner Riegel and carried.
- **MOTION.** Commissioner Park made a motion to approve purchase of a Walk n Roll packer/roller to be paid out of FY 2017 Road & Bridge equipment account #02-00-899. Motion seconded by Commissioner Riegel and carried unanimously.
- **MOTION.** Commissioner Park made a motion to approve purchase of a Retriever for \$16,950 to be paid out of FY 2017 Road & Bridge equipment account #02-00-899. Motion seconded by Commissioner Riegel and carried unanimously.
- **MOTION.** Commissioner Park made a motion to approve the lease/purchase of a new Caterpillar 140M3 AWD Motor Grader as outlined in the Western States Sales Agreement for annual lease payments of \$21,824.08 to be paid out of FY 2017 Road & Bridge equipment account #02-00-899. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #2)

The new grader will replace the 2011 140M Caterpillar grader.

- **MOTION.** Commissioner Park made a motion to approve purchase of pre-cast box culverts for the Darby Creek crossing from low bidder Oldcastle Precast for \$88,864.40. Cost to be paid from FY 2016 Road Levy budget line item 33-00-812. Motion seconded by Commissioner Riegel and carried unanimously.

The Board approved budget transfers to cover the cost of additional gravel crushing and facilities maintenance expenses. Specific line items and amounts will be included in the Board's fourth quarter budget transfer resolution.

NORTH LEIGH CREEK RIGHT-OF-WAY. The Board discussed Lynn Moses' request that the County pursue conversion of the 30-year ROW across BLM land to a perpetual ROW. The road is in Wyoming but provides access to an irrigation headgate and two 15-acre lots in Idaho (Attachment #3). The irrigation company does not require a formal ROW for access. The ROW road is not maintained by the County, but the County does use the intersection area as a snowplow turnaround.

Mr. Johnson said the BLM does not grant perpetual easements to private landowners, but would grant a 60' private ROW. The BLM charges a fee to process private ROW requests, but no fee for a request "for

governmental purposes benefitting the general public.” The Board discussed the potential liability and responsibility of a permanent ROW and asked Mr. Johnson to provide more information at a future meeting. They said this project has a lower priority than many of the other items Mr. Johnson is working on.

BATES TETON RIVER ACCESS PARK. The Board made several minor changes to the easement document for the 46-acre conservation easement being purchased by Teton Regional Land Trust for \$300,000. They also reviewed the Purchase and Sale Agreement with TRLT. The property closing will take place September 16 and requires a \$420,000 check from Teton County in addition to the TRLT payment. After the County obtains title, Mr. Johnson can request payment of the \$220,000 Idaho Parks & Recreation grant to reimburse the County. The remaining \$200,000 will come from the County’s 2016 PILT payment (\$181,435) and remaining cash.

Three options have been evaluated for location of the new boat ramp. After the County obtains title, Fish and Game engineers and wetland specialists will help design the ramp. Commissioner Riegel said the design must be functional for all users and provide sufficient parking while disturbing the site as little as possible. The design will consider engineering, wetland impact, user convenience and aesthetics. F&G will obtain the wetlands permit from the Army Corps of Engineers and provide a \$50,000 grant for construction, but the boat ramp and parking lot must be completed by July 1, 2017.

Chairman Leake emphasized the importance of a thorough design and planning process.

● **MOTION.** Commissioner Park made a motion to approve the Deed of Conservation Easement between Teton County and the Teton Regional Land Trust as presented and discussed. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve the Purchase and Sale Agreement between Teton County and the Teton Regional Land Trust as presented and discussed. Motion seconded by Commissioner Riegel and carried unanimously.

The Easement and Sale Agreement will be signed and notarized at the property closing and then recorded in the Clerk’s office by the title company.

PACKSADDLE ROAD. Mr. Johnson has submitted Form 299 to the BLM requesting relocation of the County easement across the 40-acre BLM property; it has been designated “high” priority for processing. Since so much new information has been submitted, the Board agreed that public comments should be accepted before a final decision is made.

W6000N MITIGATION PROJECT. The Natural Resources Conservation Service can provide design assistance for the Fox Creek Realignment Mitigation Project, but requires a MOU between the County and Teton Soil Conservation District to initiate a formal request for assistance.

● **MOTION.** Commissioner Park made a motion to approve the Memorandum of Understanding with the Teton Soil Conservation District. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #4)

WEEDS. The Board reviewed Weed Superintendent’s brief report about summer 2016 activities (Attachment #5). She applied about 4,500 gallons of chemical and treated all “improved” County roads at least once. She sent out 131 certified notices top control. A more detailed report will be provided later this year.

CLERK

Clerk Hansen reviewed her written memo (Attachment #6).

● **MOTION.** Commissioner Park made a motion to order 5,200 ballots for the November 8 election. Motion seconded by Commissioner Riegel and carried unanimously.

- **MOTION.** Commissioner Park made a motion to approve the salaries for FY 2017 as presented by the Clerk. Motion seconded by Commissioner Riegel and carried unanimously.
- **MOTION.** Commissioner Riegel made a motion to approve the Certificate of County Levies for FY 2017 as calculated by the Clerk. Motion seconded by Commissioner Park and carried unanimously. (Attachment #7)
- **MOTION.** Commissioner Riegel made a motion to approve 2017 Retail Alcoholic Beverage Licenses for the businesses listed in the attached Exhibit A, provided they submit the appropriate application, required supporting documents and applicable fee. Motion seconded by Commissioner Park and carried unanimously (Attachment #8)
- **MOTION.** Commissioner Riegel made a motion to approve contracts for non-profit organizations approved for FY 2017 funding. Motion seconded by Commissioner Park and carried unanimously. (Attachment #9)

The Board discussed several proposed policy modifications. They decided to delay adoption of any changes until October and to make no changes to the Hiring New Employees policy until after receiving a recommendation from the new Employee Committee.

ELECTED OFFICIAL & DEPARTMENT HEAD MEETING

Six elected officials (Commissioners Leake, Park and Riegel, Treasurer Beverly Palm, Clerk Mary Lou Hansen, Prosecutor Kathy Spitzer) and six department heads (Jenifer VanMeeteren-Shaum, Kristin Rader, Rob Marin, Holly Wolgamott, Darryl Johnson, Wendy Danielson) discussed issues of mutual concern, including procedures for the upcoming end of fiscal year 2016.

AMBULANCE SERVICE DISTRICT

- **MOTION.** At 1:10 pm Chairman Leake made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Park and carried. (See Attachment #10 for the Draft Ambulance Service District minutes.)

The Board of County Commissioners Meeting resumed at 2:49 pm.

ADMINISTRATIVE

- **MOTION.** Commissioner Riegel made a motion to approve the August 22 minutes with a minor correction and the September 7 minutes as presented. Motion seconded by Commissioner Park and carried unanimously.
- **MOTION.** Commissioner Riegel made a motion to approve the MOU with the Idaho Office of Emergency Management regarding State Use of 2016 State Homeland Security Grant Program Funding. Motion seconded by Commissioner Park and carried unanimously.
- **MOTION.** Commissioner Riegel made a motion to approve Certificates of Residency for Lesley Hernandez, Jose Perez Palacios, Edwin Sosa, Kortney Hansen, Danielle McGown, Clayton Terry, Heather Moser, Gabriel Hernandez and Kaylee Sauers. Motion seconded by Commissioner Park and carried unanimously.
- **MOTION.** Commissioner Riegel made a motion to approve sending a letter of support for the Teton Water Users Association Phased Water Management Plan to the Idaho Water Resources Board. Motion seconded by Commissioner Park and carried unanimously. (Attachment #11)

AFFORDABLE HOUSING. Commissioner Riegel said the consultant is working on the final report, which will recommend establishment of a Housing Authority. She said affordable housing requires subsidies and then deed restrictions in order to keep the housing affordable. Housing Authorities are the legal entity able to require/enforce deed restrictions; cities and counties are not legally able to do so.

2017 ECLIPSE EVENT PLANNING. Chairman Leake said the Council of Governments has developed a three-page list of items to consider, including communication, search & rescue, dispatch, sanitation, potable

water, camping, wayfinding, visitor information, etc. An Ad Hoc committee has been meeting to discuss the many items. Chairman Leake believes a full time person should be hired to organize and manage the event that is going to happen. Commissioner Riegel asked if the County should prepare to manage the crowds or should plan an event, i.e. decide where people should be sent to watch the eclipse and then be sure restroom and other facilities are available at that location. She suggested the Ad Hoc committee review their list of items and assign responsibility for each item to the appropriate business or entity.

Commissioners Riegel and Park believe the County’s preparations should be the responsibility of the Emergency Management Coordinator and should focus on emergency response, law enforcement, and other public health, safety and welfare items. Economic development activities such as planning an event, establishing campgrounds, and outreach efforts designed to attract more people should be coordinated by the Teton Regional Economic Council. Chairman Leake said the Ad Hoc committee and Council of Governments does not envision any effort to attract more people for the eclipse. Commissioner Park said weather conditions on August 21, 2017 will determine how many people are actually in the valley to watch the eclipse.

EXECUTIVE ASSISTANT REPORT. The Board reviewed Holly Wolgamott’s report (Attachment #12). She said the County was very fortunate that the Tie Fire received national response and that it wasn’t worse. Ms. Wolgamott said working with the Federal Incident Command and PIO teams was a great experience for local responders. She said the Fire had been the best emergency “exercise” possible, but that it highlighted the need for additional exercises. Commissioner Riegel expressed disappointment with the lack of information available during the early stages of the fire.

BOARD APPOINTMENTS. The Board discussed Planning & Zoning Commission appointments at length. Every PZC member would like to continue serving until their portion of the new county code is complete, which was expected to occur by September 30. However, the Open House cancellation, and limited availability of the High School auditorium, means the PZC public hearing cannot take place until October. The Board would like to honor the desires of the PZ Commissioners to remain involved until their portion of the code process is complete. They are willing to re-appoint those folks to new 3-year terms, with the understanding that they could resign early if desired. However, the Board would also like to reduce the size of the PZC from 9 members to 7 and is unsure if that would be possible after re-appointing a 9-member PZC. They decided to consult with the Prosecutor before making a decision.

- **MOTION.** Chairman Leake made a motion to re-appoint Dan Burr and Sean Moulton to new four-year terms on the Mosquito Abatement District Board of Directors. Motion seconded by Commissioner Park and carried unanimously.

- **MOTION.** Chairman Leake made a motion to re-appoint Ann Moyer and Sarah Johnston to new four-year terms on the Impact Fee Advisory Committee. Motion seconded by Commissioner Park and carried unanimously.

COMMITTEE REPORTS. Commissioner Park attended a meeting of Tri-County Probation during which the FY 2017 budget was approved. Commissioner Riegel attended a meeting of the Teton Water Users Association; this group is an offshoot of the Henry’s Fork Watershed Council. Commissioner Leake will travel to Boise September 28 to make a brief presentation to the Legislature’s Healthcare Alternatives Committee.

- **MOTION.** Commissioner Park made a motion to approve the claims as presented. Motion seconded by Commissioner Riegel and carried unanimously.

General	44,137.61
Road & Bridge.....	109,517.28
Court & Probation	7,197.64
Restitution.....	7,551.79
Bonds	1,148.50
Elections – State	292.00
Solid Waste.....	76,456.88
Weeds	3,305.89

Road, Special.....	11,670.40
911	3,770.96
Ambulance.....	1,019.02
Mosquito.....	20,833.33
Waterways/Vessel	320.00
Fair Grounds & Fair	8,273.80
Grants	420,000.00
Auditors Trust.....	78,430.03
Court Fines & Fees.....	20,455.00
TOTAL	\$814,380.13

● **MOTION.** About 6:17 pm Commissioner Riegel made a motion to adjourn, seconded by Commissioner Park and carried.

Bill Leake, Commissioner

ATTEST _____
Mary Lou Hansen, Clerk

- Attachments: #1 Public Works update
#2 Western States Sales Agreement
#3 North Leigh Creek BLM Right-of-Way
#4 MOU with Teton Soil Conservation District
#5 Brief Report about 2016 Weed Season
#6 Clerk's memo
#7 Teton County Levies for FY 2017
#8 Exhibit A for 2017 Retail Alcoholic Beverage licenses
#9 Non-profit contracts for FY 2017
#10 Draft Minutes from 9-12-16 Ambulance Service District meeting
#11 Letter to Idaho Water Resources Board in support of Teton Water Users Association Phased Management Plan
#12 Executive Assistant Update memo

Draft



FROM: County Executive Assistant, Holly Wolgamott
TO: Board of County Commissioners
RE: Executive Assistant Update
MEETING: September 23, 2016

1. E-news Bulletin

- a. The September e-news bulletin was emailed to you for your approval. Once approved, I will be send it out as soon as possible. The October version of the e-news bulletin will need to be written over the next few weeks. Because we just finished the September edition, I don't have a lot of ideas for October articles. Any ideas would be appreciated.
- b. October suggested articles for subscribers:
 - Building and Planning Department Restructuring
 - Halloween Safety
 - Election Update
 - Important Dates
- c. October suggested articles for employees:
 - Notes from Employee Committee Meeting
 - Reminder About ICRMP Risk Management Discount Program

If you have suggestions for other articles, please let me know.

2. BOCC Priorities

- a. The priority update has been emailed to you for your review. Once I receive you edits and or approval I will update our website.

3. Employee Committee

- a. We have our next Employee Committee Meeting on Tuesday September 27th at 1:00 pm. I will report back to the Board on that meeting at your October 11th meeting.

4. ICRMP and Risk Management

- a. As a reminder, the due date for all course requirements is December 8th, the day of the All Employee Meeting.

5. Time Off Request

- a. I would like to request time off during November 9th – 15th to attend the wedding of a close friend. This will mean that I will have to miss the Board's November 14th meeting. I have not missed a meeting to date since I began working here and try very hard to plan any absences around all meetings. However, this date was not in my control and I hope that I will be permitted to take this time off. If so, I will work with the Clerk's office to make sure meeting materials are provided to the public and the Board on time. Thank you for your consideration.



FROM: County Executive Assistant, Holly Wolgamott
TO: Board of County Commissioners
RE: Appointment to Teton County Boards and Commissioners
MEETING: September 23, 2016

Recruitment to fill open positions on the Planning and Zoning Commission and the Impact Fee Advisory Committee resulted in the following:

Planning and Zoning Commission

- a. Position 1 Currently filled until 9/30/18 by Dave Hensel (Term previously reported to end 9/30/19 was incorrect)
- b. Position 2 Currently filled until 9/30/18 by Sarah Johnston (Term previously reported to end 9/30/19 was incorrect)
- c. Position 3 - Cleve Booker wants to be reappointed.
- d. Position 4 - Bruce Arnold wishes only to continue until the Code is done. Charles Borrenpohl wishes to be appointed to his first term.
- e. Position 5 – David Breckenridge wishes to continue until the code is finished. Mike Meriggliano wishes to be appointed for his first term.
- f. Position 6 – Currently filled until 9/30/17 by Jack Haddox
- g. Position 7 – Currently filled until 9/30/17 by Chris Larson
- h. Position 8 – Marlene Robson wishes to continue until the code is finished. Dr. Glenn P. Moradian wishes to be appointed for his first term.
- i. Position 9 - Pete Moyer wishes to be reappointed.

My recommendation: Reappoint positions 3 and 9 knowing that they both would like to complete a full 3-year term. Reappoint positions 4, 5, and 8 knowing they will resign once the code is complete. When that happens, change the number of board members from 9 to 7 by resolution, thus eliminating positions 8 and 9. Pete Moyer could then be moved into one of the open positions created by the resignations. A Board vote would determine who would fill the remaining positions between Mr. Borrenpohl, Mr. Meriggliano, and Dr. Moradian.

Impact Fee Advisory Committee

- a. Position 1 – Currently filled until 9/30/17 by Anna Trentadue
- b. Position 2 – Currently filled until 9/30/18 by Lou Parri
- c. Position 3 – Dr. Glenn P. Moradian wishes to be appointed to his first term.
- d. Position 4 – No response for this position
- e. Position 5 – No response for this position
- f. Position 6 – Ann Moyer was reappointed at the September 12th meeting.
- g. Position 7 – Sarah Johnston was reappointed at the September 12th meeting.

My recommendation: The Impact Fee Advisory Committee currently has 7 positions but according to State Statute it is only required to have 5. Please see attached statute, Title 67 Chapter 82. The Board could reduce the number of positions from 7 to 5 and decide whether not to appoint Dr. Moradian.

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 82
DEVELOPMENT IMPACT FEES

67-8205. DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE. (1) Any governmental entity which is considering or which has adopted a development impact fee ordinance, shall establish a development impact fee advisory committee.

(2) The development impact fee advisory committee shall be composed of not fewer than five (5) members appointed by the governing authority of the governmental entity. Two (2) or more members shall be active in the business of development, building or real estate. An existing planning or planning and zoning commission may serve as the development impact fee advisory committee if the commission includes two (2) or more members who are active in the business of development, building or real estate; otherwise, two (2) such members who are not employees or officials of a governmental entity shall be appointed to the committee.

(3) The development impact fee advisory committee shall serve in an advisory capacity and is established to:

- (a) Assist the governmental entity in adopting land use assumptions;
- (b) Review the capital improvements plan, and proposed amendments, and file written comments;
- (c) Monitor and evaluate implementation of the capital improvements plan;
- (d) File periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees; and
- (e) Advise the governmental entity of the need to update or revise land use assumptions, capital improvements plan and development impact fees.

(4) The governmental entity shall make available to the advisory committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the capital improvements plan and periodic updates of the capital improvements plan.

History:

[67-8205, added 1992, ch. 282, sec. 1, p. 867.]

From: [Kathy Spitzer](#)
To: [Mary Lou Hansen](#)
Cc: [Holly Wolgamott](#); [Kristin Owen](#); [Bill Leake](#); [Cindy Riegel](#); [Kelly Park](#)
Subject: RE: PZ Commissioners & New County Code
Date: Wednesday, September 14, 2016 5:38:35 PM

Buried in 67-6504 is the following statement: Vacancies occurring otherwise than through the expiration of terms shall be filled in the same manner as the original appointment.

I don't read this to require that the vacancy has to be filled, but someone could argue that (not sure anyone cares whether it is 9 or 7 though). That is the only line in State law or our code that gives any indication that you need to fill a vacancy. Neither Title 2 of our Code nor the State Code mentions how or when the number of commissioners is determined. When two of the commissioners resign you could simply choose not to fill them and reduce the amount of seats to 7 by resolution and create a 7 member board at that time. So in December or whenever they resign reduce the number then. The term for the seats you fill will begin October 1st.

Kathy Spitzer
Teton County Prosecuting Attorney
230 N. Main St.
Driggs Idaho 83422
Ph: 208-354-2990
kspitzer@co.teton.id.us

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From: Mary Lou Hansen
Sent: Tuesday, September 13, 2016 2:07 PM
To: Kathy Spitzer
Cc: Holly Wolgamott; Kristin Owen; Bill Leake; Cindy Riegel; Kelly Park
Subject: PZ Commissioners & New County Code

Kathy: I believe that every current PZ Commissioner wishes to remain on the Board until the PZC is finished with the code, which was originally intended to be complete by September 30. However, the need to re-schedule the open houses will delay the PZC public hearing process by a month or so, which means that terms of several members will expire before the PZC is finished.

The Board would like to honor the desires of the PZ Commissioners to complete the code process. Assuming that the outgoing Commissioners agree, they will be re-appointed for new 3-year terms, with the understanding that they can subsequently resign if desired. This means that there would continue to be a 9-member PZC.

However, the Board would also like to reduce the size of the PZC from 9 to 7 members once the PZC portion of the code is finished. They are thinking that could be achieved by simply not filling two of the positions that will be vacated via resignation. However, that would still leave a 9 member board, requiring 5 members for a quorum, which might be problematic for some meetings.

From: [Kristin Owen](#)
To: [Holly Wolgamott](#)
Subject: FW: P&Z
Date: Friday, September 16, 2016 3:28:19 PM
Attachments: [image002.png](#)
[image003.png](#)

Marlene would like to stay on PZC too. I think she was the last one that didn't have anything in writing saying it.

Kristin Owen, CFM
Planning Administrator
Teton County, Idaho
150 Courthouse Drive #107
Driggs, Idaho 83422
Ph. (208) 354-2593 ext. 200
Fax (208) 354-8410
kowen@co.teton.id.us



***Please note my name and email change - krader will continue to forward for a short time.**

From: Marlene Robson [mailto:marlene@silverstar.com]
Sent: Friday, September 16, 2016 11:51 AM
To: Kristin Owen <kowen@co.teton.id.us>
Subject: P&Z

Hi Kristin,

I would like to continue on the P & Z Commission to see the code adoption process through.

Marlene Robson

You probably don't need this now as it sounds like they are going to appoint everyone back to the Commission. Is this correct?

I have a concern I would like to share. The pamphlet that was sent out, I think gives a pretty basic view of things that can be done with property, as far as density and open space.

I am concerned and have always been concerned with how that really works out with the 400 plus pages of all the other language. How can the public really come to understand all of this. I thought the public outreach meetings, Sept. 21 & 22, would be a way to get some of that information out there. Can people ask questions and have things explained at these workshops?

Thanks,

From: [Kristin Owen](#)
To: [Holly Wolgamott](#)
Subject: FW: Plan and zoning
Date: Thursday, September 15, 2016 9:34:04 AM

David is interested in staying on PZC. Mary Lou said the BoCC wanted something in writing from him and Marlene before they appointed everyone next week. I spoke to Marlene. She's interested in staying on at least for the code. She said she'd get me something in writing, but I haven't gotten it yet. If I get it by Monday, I will send it to you.

Kristin Owen, CFM
Planning Administrator
Teton County, Idaho
150 Courthouse Drive #107
Driggs, Idaho 83422
Ph. (208) 354-2593 ext. 200
Fax (208) 354-8410
kowen@co.teton.id.us

*Please note my name and email change - krader will continue to forward for a short time.

-----Original Message-----

From: Alene Breckenridge [<mailto:alherfbreck@silverstar.com>]
Sent: Wednesday, September 14, 2016 10:02 AM
To: Kristin Owen <kowen@co.teton.id.us>
Subject: Plan and zoning

To whom it may concern,

I would like to stay on the planning and zoning board for this next term or at least until we have all of the zoning done for Teton County Idaho. We seem to be working well and I would like to see this through until it is done.
Thank you David Breckenridge

Certificates of Residency 2016 - 2017

Parker	Juliana	CWI
Tolman	Annika	CSI
Evans	Judith	CWI
Ramirez Hernandez	Miguel	CWI
Brown	Aaron	CSI