

Teton County Idaho Commissioners' Meeting Agenda
Monday November 28, 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

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. Teton Valley Community Recycling Report
 - b. Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County
2. Road & Bridge
 - a. Update on Current Projects
3. Engineering
 - a. Gravel Pit SH33
 - b. Darby Creek Box Culvert Project
 - c. Idaho Department of Parks and Recreation Grant Applications
 - d. Packsaddle Road Vacation
4. Facilities
 - a. Bates River Property Cabin

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

10:00 DOG CONTROL ORDINANCE – Ralph Mossman

10:30 2017 ECLIPSE PLANNING AND FUNDING

PLANNING – Kristin Owen

1. Insignificant Plat Amendment – Alta Vista for Jerrold and Laura Clinton
2. Driggs Area of Impact Update

ADJOURNMENT

CLERK

1. Insurance Renewal Decision

12:00 ELECTED OFFICIALS AND DEPARTMENT HEADS MEETING

1:00 AMBULANCE SERVICE DISTRICT

1. Approval of Available Minutes
2. Medical Director Update
3. ASD and Fire District Contract

TETON VALLEY HEALTH CARE

1. Quarterly Financial Report

2:30 FAIRBOARD – Patty Peterson

1. Approval to Hire Groundskeeper

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

1. Approve Available Minutes
2. Other Business
 - a. Certificates of Residency
 - b. Disposition in Accordance with IC 31-829
 - c. Approval of Housing Authority Resolution
 - d. Catastrophic Health Care Cost Program Nomination
 - e. Executive Assistant Report
 - f. Beer & Wine licenses, if any
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

Upcoming Meetings

December 12 9:00 am Regular BoCC Meeting	December 27 9:00 am Regular BoCC Meeting	January 23 9:00 am Regular BoCC Meeting
December 27 9:00 am Continued Public Hearing Pack Saddle Road	January 9 9:00 am Regular BoCC Meeting	February 13 9:00 am Regular BoCC Meeting



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

November 22

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 November 28, 2016 BoCC Meeting.

SOLID WASTE

Teton Valley Community Recycling Report – See attached Staff Report.

Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County – Section 16 of the waste and recycle hauling exclusive contract between Teton County and RAD allows for the Franchisee to submit a rate adjustment request to the County not more than once annually. Attached is a summary of what is being proposed. RAD would like to discuss the nature of events causing the requested increase per the Franchise Agreement. Section 16 of the Agreement is attached.

ROAD & BRIDGE

R&B Crews – Crews continue with smaller projects until snow accumulation requires winter shut down.

ENGINEERING

Gravel Pit SH33 - Gary Billman of the Idaho Department of Lands (IDL) would be considered the expert in these matters in this region. The process for being turned over to the Attorney General would involve Mr. Billman making a recommendation to his supervisor in Boise and then sending the matter to the AG. Mr. Billman said in matters like this, his supervisor acts based on his recommendations. If this matter were turned over to the AG, Mr. Billman is extremely confident that the County would be ordered to reclaim the pit per the original reclamation plan.

Cannon Builders is prepared to haul material from the State Felt Pit to the State Pit on HWY 33. ITD has agreed that if the material is stockpiled out of the way, it could remain beyond spring of 2017. Cannon Builders has asked if the County could provide trucks and drivers to assist with hauling of the material. Considering other options, this is a great opportunity to get material hauled to the pit even if we are to provide two trucks and assist with the material hauling.

Darby Creek Box Culvert Project – Construction is underway for the box culvert installation. MD hopes to set the first box culvert on Wednesday, 11/30 and the second on Thursday, 12/1. The road work with finish up shortly after and focus will turn to the channel riprap and bioengineering.

Pit run quantities were underestimated in the bid schedule and a change order will need to be approved by the Commissioners at close of the project.

Idaho Department of Parks and Recreation Grant Applications are due January 27, 2017. Attached is a memorandum from the IDPR briefly describing all programs. Programs available for this round are:

- Recreational Vehicle Program (RV) – Nothing comes to mind for this program. We have not applied through the RV program in the past
- Waterways Improvement Fund (WIF) – This is the program we received \$220,000 last year for the purchase of the Bates Boat Ramp property. Prior to moving on that opportunity, the County was going to apply for a permanent vault toilet at the South Bates Boat ramp. Options for this year that come to mind are
 - 1. Vault toilet at S. Bates or
 - 2. Improvements at the Bates Boat Ramp.
- Off-Road Motor Vehicle Fund (ORMV) – Last year the County submitted identical applications for ORMV and Recreational Trails for a vault toilet at Horseshoe. The RTP grant was selected. A project that has been discussed in the past is to improve the road to Mud Lake east of Victor
- Motorbike Fund (MB) – Teton County has not applied for funding under this program in recent years. Ideas?
- Recreation Trails Program (RTP) – This is a candidate for continued funding to develop the new Teton River boat ramp site on Bates Road. IDPR has suggested that we submit for funding to continue with roads, parking, trails, permanent toilets, signage and kiosk information sites. Another project suggestion for this program was to submit an application for a **bike skills park** on the County property adjacent to Cemetery road and near the new pathway corridor.
- Recreational Road and Bridge Fund (R&B) – Another candidate for continued funding to develop the new Teton River boat ramp site on Bates Road. This application could be a duplicate of an RTP application as suggested by IDPR.
- Land and Water Conservation Fund (LWCF) – This is a federal program that comes with long term obligations. The County could apply for improvements at the Teton River boat ramp site on Bates Road. However, any project that receives funding through the LWCF must remain in perpetuity. Public Works is not recommending any application be submitted for the LWCF.

Packsaddle Road Vacation – This public hearing was continued to 12/27. Staff spoke with Terry Kay about the possibility of land acquisition for the original driveway plan. Terry is still willing to sell land for use of the driveway but the offer is still \$50,000 for the purchase price.

FACILITIES

Bates River Property Cabin – The cabin has been winterized.

An email was sent to all County employees to see if anyone would be interested in employee housing. I receive four responses but one of those has since resigned. The Executive Assistant and Facilities Supervisor have come up with the proposed rental contract and selection priority for your review. If we wish to consider employee housing, the next steps would be to determine a rent value, have the building department clear the structure and have it cleaned for renting. Should we continue to pursue offering this as employee housing for the short term?

Staff report — TVCR ED Jeannette Boner
Nov. 2016

Household Hazardous Waste collection update

This project is really coming together.

I talked with Stericycle on Monday, Nov. 14 and they told me that they are certain they can do a HHW event for Teton County within our budgeted amount of \$5,000 — which is amazing given the fact that I thought this was going to be upwards of \$20,000.

Steri has been pretty great to work with. They connected me to a Stericycle hauler out of Salt Lake. I'll be meeting with the hauler sometime in December with Saul to hash out the details, but in the meantime, it looks like we can host a two day event (one day for businesses, and another day for residents) for HHW collection.

The waste will be hauled to the Bonneville collection site. We will pay the cost of transport to Steri and disposal to Bonneville with the grant funds. I will be attending the January (TBA) meeting for the Driggs Clean-up/Arbor Day event to plan these two events together (along with the county "free dump day" — by combining these two events we can capitalize on the City of Driggs for marketing needs and an event (Arbor Day) that is already on residents' radar. Depending on how the December meeting with Steri works out, we are looking at the first or second week in May 2017.

I believe this will be Teton County's first HHW event. We have FTR and the EPA to thank for their grant funding that got this show on the road.

Other grant news

I'm still waiting to hear back from INL as well. I applied for a \$2,000 grant for the purchase of biodegradable medical bags. Working with Teton Valley Hospital, we'd like to run an "expired medicine" campaign along with the HHW event. Using these special made biodegradable bags, residents can safely dispose of old or unused medicines. More on this should we receive the grant.

I have applied to the Teton Spring Foundation for a \$5,000 grant toward a tire rim remover for the Transfer Station, a capital need as identified by the Teton County Solid Waste Department and as outlined as a recycling mandate according to the Waste Diversion Plan for Teton County.

A tire rim remover would remove the metal rims of discarded tires at the Transfer Station so that the metal may be recycled and not dumped with the tires. With a sustainable recycling program, our waste diversion rate has increased from less than 13% in 2011 to 28% in 2015. In 2015, Teton County diverted 342.87 tons of metal out the waste stream at a cost savings to Teton County taxpayers of \$26,058.12 and an earned revenue of \$27,355.60. A tire rim remover would continue to increase the waste diversion rate while increasing revenue and decreasing costs to Teton County taxpayers by recycling the metal rims.

The grant application can be found in the dropbox board folder for Nov. 21 meeting if you would like to read the rest of it.

Board training

We received a \$1,000 grant from the Community Foundation of Teton Valley for board training through Leadership at Play.

Couple of things. We did not receive the full \$1,700 for the a full day of strategic planning — do we want to spend money on a full day (another \$700) or go with a half day?

Also — we need to find a date that works for everyone.

Leadership at Play has the week of Feb. 20, 2017 open as well as March, 14, 15, 16 and the week of March 27 open right now.

I could look for an additional sponsor for the training...as for grants, I'm not sure I could get another one in time.

Web site redesign

We received a \$2,500 grant from the CHC Foundation. This is a reimbursement grant, meaning we submit our checks to the foundation rather than getting the money all at once.

Corey Kruibosch with i9 studios will be heading up the redesign. He's designed the Teton Valley Foundation and Teton Valley Education Foundation sites — two that I really like for their user friendly appeal and ability to make online donations more attractive. The site will also be interactive with social media elements like Facebook and our e-newsletter.

I'll be keeping the board abreast of design, but in the meantime, if you have any suggestions I welcome the input. Corey's proposal is in the dropbox file for the Nov. 21 meeting if you would like to see it.

Events

I'm currently working on a gift wrapping station for the holidays and a Plastic's number 5 and 7 collection through the company Preserve.



2016 Teton County / RAD Annual Executive Summary & Updates

2016 Statistics

- RAD currently employs (10) Full-Time Year-Round Positions
- RAD spent over \$100,000 locally, in part due to RAD's Local Purchasing Policy
- RAD contributed:
 - ~43% of the total tons brought to the Transfer Station
 - ~63% of Total Tipping Fee Revenue is paid by RAD (*not including Impact fee*)
- Recycling Annual Comparison: Cardboard
 - 50% increase in Residential Recycling Customers
 - 50% increase Commercial Recycling Customers, for example:
 - Q3 2015: 16 tons Cardboard Delivered by RAD
 - Q3 2016: 40 tons Cardboard Delivered by RAD

SAVINGS TO BUSINESSES --- Commercial Cardboard Customers have saved up to and over \$1,000 over last 12 months by recycling cardboard. The savings is realized because dumpster trash service is more expensive than dumpster cardboard service.

Operational Improvements

- Fleet Increase
 - (2) Additional Commercial Collection Trucks
 - (1) Additional Roll Off Truck
- 50% more business dumpsters to accommodate Cardboard Collection vs. 2015

Educational Outreach Allocation

Annual Marketing and Sponsorship Plan	
Traditional Advertising	51%
Event Service Donations	27%
Cash Donations	19%
Promotional Discounts	2%
Educational Events	2%

In July of 2015, RAD Curbside became the first recycling and trash hauler in the Country to file as a **Benefit Corp (B-Corp)** - *Benefit corporations commit within their legal filings and operating agreement to use the power of business to support and help solve social and environmental issues.*



2016 Teton County / RAD Clarification to Percent Rate Increase

Background

Currently County and City residents and businesses are experiencing variances in service rates due to the 2015 hauler transition. Four root service categories and rates were identified, that if approved for adjustment, will normalize service rates amongst all residents and businesses in the Valley. By isolating these select services we have minimized the impact to our customers with the objective of normalizing service rates throughout the community. Normalizing rates will also aid in providing the community concise and clear educational outreach regarding the value of diversion and recycling.

Insight to Percent Increase

The overall average rate adjustment presented is 2.41%. This percentage is an average of the rate change for all RAD customers. The proposed rate adjustments vary for each service type. In efforts to normalizing rates and services while minimizing the number of customers impacted by the rate adjustment, select customers will experience a different rate adjustment based on their service.

Contract Excerpt – Rate Adjustment

**Currently there is not a 3% limitation to rate increase requests in either the ordinance or the agreement, however our request remains at a 2.41% increase and remains the board's decision to accept or reject all or some of the rate adjustment requests.*

16. Rate Adjustments

Because the rates are Franchisee's sole compensation for the Collection Services, the rates must be sufficient to pay known and unknown costs that may increase over time Accordingly, County and Franchisee agree that the rates may be increased ("Rate Adjustment") in an amount necessary to compensate Franchisee for:

- A. Increase in fees, expenses or costs to Franchisee for the transfer, processing, transportation, recycling, or Disposal of Solid Waste and Recyclable Materials charged by the Transfer Station.
 - B. Franchisee may initiate a Rate Adjustment under this Paragraph not more than once annually. To obtain a Rate Adjustment, Franchisee shall prepare and submit to the County a rate adjustment setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs. The County may request any and all documentation and data reasonable necessary to evaluate the Rate Adjustment and shall confirm or deny within ninety (90) days of receipt of the statement from Franchisee. The County may accept or reject the request in its sole discretion.
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Teton County - 2016 RAD Service Rate Adjustment Overview

Objective: Normalize service rates amongst all valley residents and businesses

Average Overall Requested Adjustment Percentage 2.41%

Average Overall Monthly Savings After Adjustment vs. Previous -\$4.51

BACKGROUND SUMMARY: Currently County and City residents and businesses are experiencing variances in service rates due to the 2015 hauler transition. Below are four root service categories and rates that have been identified, that if approved for adjustment, will normalize service rates amongst all residents and businesses in the Valley. By isolating these select services we have minimized the impact to our customers with the objective of normalizing service rates throughout the community. Normalizing rates will also aid in providing the community concise and clear educational outreach regarding the value of diversion and recycling.

Service Category	Service Description	Current Rate	Proposed Adjustment \$	Rate Adjustment %	Proposed Rate	Former Provider Rate	Savings over former Provider	Insight	Notes
Monthly Services	(1) 95-gal LBW Monthly & Monthly Recycle	\$22.80	\$1.00	4.39%	\$23.80	n/a	n/a	Monthly service frequency was new and was not offered prior to RAD being the contract holder. Monthly services has proven to be expensive administratively via customer service as well as consumption of paper resources.	
	(1) 64-gal LBW Monthly & Monthly Recycle	\$21.80	\$1.00	4.59%	\$22.80	n/a	n/a		
	(1) 95-gal LBW Monthly	\$12.80	\$1.00	7.81%	\$13.80	n/a	n/a		
	(1) 64-gal LBW Monthly	\$11.70	\$1.00	8.55%	\$12.70	n/a	n/a		
	Convenience Fee for "Printed" "Monthly" Statements	\$0.00	\$2.75	n/a	\$2.75	n/a	n/a	This policy incentivizes customers to reduce the consumption of resources (paper) by switching to email invoicing or quarterly printed invoice. A customer can still pay monthly. We anticipate a 50% conversion rate from monthly printed statements to email and/or less frequent invoicing	
Bear Proof	(1) 95-gal LBW (Bear) Weekly	\$32.41	\$4.00	12.34%	\$36.41	\$39.20	-\$2.79	Bearproof cans break more often and are more expensive than standard roll carts to fix and replace. This rate is lower than the average of the former provider's varying rates.	
	(1) 95-gal LBW (Bear) EOW	\$22.74	\$4.00	17.59%	\$26.74	\$30.24	-\$3.50		
3yd Trash Dumpster*	3 yd LBW weekly (unsorted)	\$102.00	\$8.00	7.84%	\$110.00	\$113.92	-\$3.92	This adjustment is due to the increased volume in each container. Increase in volume is likely due to economic improvement and increase in occupancy and tourism. Pricing is still lower than former providers' average rate per customer.	*Only Trash service rate changed; commercial Cardboard services remained the same.
	3 yd LBW 2x Weekly (unsorted)	\$204.00	\$16.00	7.84%	\$220.00	\$227.83	-\$7.83		
C&D <i>*C&D is being replaced as a category name with: "Roll Off"</i>	8YD	\$200.00	\$100.00	50.00%	\$300.00	n/a	n/a	This was a new service never offered prior to RAD being the contract holder and was offered to increase the options to divert C&D waste. After one year trial period a rate adjustment is necessary for service to be economically viable.	not available from
	Roll Off Services (8, 20 & 30yd)	Pass the \$10/ton fee to Roll off customers				n/a	n/a	The impact fee equation is volume-metric while RAD's roll off rates are static. Roll Off customer's would experience rates proportionate to the weight contributed to either the landfill or the c&d pit.	Franchise Fee was a different structure

Savings Opportunity - (3yd LBW 2x Week) Bus, OCC Rcy - Reduce trash by 50%; Add OCC 50%		
Total Monthly with OCC	Monthly Savings	Annual Savings
182.69	\$37.31	\$447.72

RAD Rate Card - 2016		Trash Only			Recycling / Diversion			Total Monthly Rate
	Service Description	Bin Qty	Bin Size	Service Freq	Bin Qty	Bin Size	Service Freq	
Residential - Trash and Recycling	(1) 95-gal LBW Weekly & EOW Recycle	1	95 Gal	Weekly	2	18 Gal	EOW	\$47.16
	(1) 95-gal LBW EOW & EOW Recycle	1	95 Gal	EOW	2	18 Gal	EOW	\$37.49
	(1) 95-gal LBW EOW & Monthly Recycle	1	95 Gal	EOW	2	18 Gal	Monthly	\$28.74
	(1) 95-gal LBW Monthly & Monthly Recycle	1	95 Gal	Monthly	2	18 Gal	Monthly	\$23.80
	(1) 65-gal LBW EOW & EOW Recycle	1	65 Gal	EOW	2	18 Gal	EOW	\$36.49
	(1) 65-gal LBW EOW & Monthly Recycle	1	65 Gal	EOW	2	18 Gal	Monthly	\$27.74
	(1) 65-gal LBW Monthly & Monthly Recycle	1	65 Gal	Monthly	2	18 Gal	Monthly	\$22.80
Residential Rollcart - Landfill Trash Only	(1) 95-gal LBW Weekly	1	95 Gal	Weekly				\$28.41
	(2) 95-gal LBW Weekly	2	95 Gal	Weekly				\$51.70
	(3) 95-gal LBW Weekly	3	95 Gal	Weekly				\$76.70
	(1) 95-gal LBW EOW	1	95 Gal	EOW				\$18.74
	(1) 95-gal LBW Monthly	1	95 Gal	Monthly				\$13.80
	(1) 65-gal LBW EOW	1	65 Gal	EOW				\$17.14
	(1) 65-gal LBW Monthly	1	65 Gal	Monthly				\$12.70
	(1) 95-gal LBW (Bear) Weekly	1	95 Gal	Weekly				\$36.41
	(1) 95-gal LBW (Bear) EOW	1	95 Gal	EOW				\$26.74
Business - Trash and Recycling	3 yd LBW weekly & 150g recycle EOW	1	3 Cu Yd	Weekly	5	30 Gal	EOW	\$158.00
	3 yd LBW Weekly & 3 yd OCC only weekly	1	3 Cu Yd	Weekly	1	3 Cu Yd	Weekly	\$183.00
	3 yd LBW weekly & 150g recycle only weekly	1	3 Cu Yd	Weekly	5	30 Gal	Weekly	\$183.00
	3 yd LBW Weekly + 3 yd OCC + 150g Recycle EOW	1	3 Cu Yd	Weekly	6	(1) 3 Cu Yd & (5) 30 Gal	EOW	\$208.00
	3 yd LBW Weekly + 3 yd OCC + 150g Recycle Weekly	1	3 Cu Yd	Weekly	6	(1) 3 Cu Yd & (5) 30 Gal	Weekly	\$233.00
Business - Trash Only	3 yd LBW weekly (unsorted)	1	3 Cu Yd	Weekly				\$110.00
	3 yd LBW 2x Weekly (unsorted)	1	3 Cu Yd	Weekly				\$220.00
Commercial (C&D Rolloff Dumpsters) ⁽¹⁾	3-Yd Lumber/Metal/Pitfill ^(1,2)				4	3-Cu-Yd	Monthly	\$0.00-
	8 Yd Lumber / Metal / Pitfill ⁽¹⁾				1	8 Cu Yd	Monthly	\$300.00
	20 Yd Lumber/Metal/Pitfill ⁽¹⁾				1	20 Cu Yd	Monthly	\$350.00
	20 Yd LBW (Sorted) ⁽¹⁾				1	20 Cu Yd	Monthly	\$350.00
	8 Yd Unsorted ⁽¹⁾	1	8 Cu Yd	On Call				\$300.00
	20 Yd LBW (Unsorted) ⁽¹⁾	1	20 Cu Yd	On Call				\$350.00
	Teton County Impact Fee - Price per Unsorted Ton	1	8 & 20 Cu Yd	On Call				\$10.00
(1) C&D rates displayed are based on 30 day bin-rental, one drop off and one pickup; tipping fee not included								

Residential Only	Convenience Fee for Printed Monthly Statements	\$2.75
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County property with respect to operations, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Franchisee shall at all times operate according to safe industry practices.

14. Customer Information and Public Education

A. Franchisee shall maintain an up to date website that describes Franchisee's Collection Services, including without limitation information about the various available containers, rates, charges, recycling program and related customer responsibilities. Franchisee shall also maintain a customer service contact method that shall be available during hours of operation as defined in Paragraph 12C of this Agreement. Franchisee shall be responsible for prompt and courteous attention to customer service issues. Franchisee shall provide the County with a means of contacting a representative of the Franchisee on a twenty-four (24) hour basis by providing the Franchisee's Operation Director's cell phone.

B. Franchisee shall allocate 4% of its annual gross revenue to education of the public about the benefits of waste diversion through its marketing and communications budget.

C. Franchisees will have a Recommendation Chart on its website displaying recycling opportunities.

D. Franchisee shall host an annual event focused on educating the public regarding the benefits of waste diversion.

15. Rates.

Franchisee shall not charge more than the rate specified for each service provided on the 7 Year Contract Rate sheet that is attached hereto and incorporated herein as Exhibit B.

16. Rate Adjustments

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C. L. "Butch" Otter
Governor

David R. Langhorst
Director

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**IDAHO PARK AND
RECREATION BOARD**
.....

Tom Crimmins
District One

Randy Doman
Board Chair
District Two

Michael Boren
District Three

Gordon Hansen
District Four

Pete J. Black
District Five

Robert Hansen
District Six

.....
DIRECTOR'S OFFICE
.....

5657 Warm Springs Avenue
P.O. Box 83720
Boise, Idaho 83720-0065

Phone (208) 334-4199

www.parksandrecreation.idaho.gov

DATE: September 1, 2016
TO: Potential Grant Applicants
FROM: Idaho Department of Parks and Recreation
State & Federal Grant Program

The Idaho Department of Parks and Recreation (IDPR) will accept applications for funds from the recreational programs listed below until **January 27, 2017**.

The **Recreational Vehicle Program (RV)** is used to provide facilities, programs, or services for the health, safety or enjoyment of recreational vehicle users. Recreational vehicles are motor homes, travel trailers, pickup campers, tent trailers, and van conversions.

The **Waterways Improvement Fund (WIF)** is used for the protection and promotion of safety, waterways improvement, creation and improvement of parking areas for boating purposes, boat ramps and moorings, marking of waterways, search and rescue, and all things incidental to such purposes including the purchase of property.

The **Off-Road Motor Vehicle Fund (ORMV)** is used to acquire, purchase, improve, repair, maintain, furnish, and equip off-road vehicle facilities on public or private land and to assist with the enforcement of laws and regulations governing the use of off-road vehicles.

The **Motorbike Fund (MB)** is for securing, maintenance, construction or development of trails and other recreational facilities for off-highway vehicle use on state and federal lands.

The **Recreation Trails Program (RTP)** is used to acquire, purchase, improve, repair and maintain trails, trail facilities and sites for **both motorized and non-motorized** trail uses.

The **Recreational Road and Bridge Fund (R&B)** is to develop, construct, maintain and repair roads, bridges and parking areas within and leading to parks and recreation areas of the state.

The **Cutthroat License Plate Fund (CLPF)** is for the construction and maintenance of non-motorized boating access facilities for anglers.

The **Mountain Bike Program Fund (BK)** is for the preservation, maintenance and expansion of recreational trails within the State of Idaho and on which mountain biking is permitted.

The **Land and Water Conservation Fund (LWCF)** is granted to local governments for outdoor recreation enhancements such as playgrounds, ball fields, swimming pools, tennis courts, etc.

If you are considering a project that may qualify for IDPR grant funding, we recommend that you contact your regional Grants Specialist now.

On the reverse side of this memo is a notice announcing the upcoming IDPR grant workshops for the programs listed above. Agency representatives that plan to apply for funding from any of these programs are **strongly encouraged** to attend. If you plan to attend one of these workshops, **please RSVP prior to September 26, 2016**.

If you need reasonable accommodations to participate in this meeting or event due to a disability as defined under the ADA, please contact Kathy Muir at 514-2431 or Kathy.Muir@idpr.idaho.gov at least seven (7) business days prior to the scheduled meeting to request an accommodation.

This agency's programs and activities are operated free from discrimination on the basis of race, color, religion, national origin, gender, age or disability. Anyone who believes they have been discriminated against or who may need further information regarding discrimination should write: Director, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, ID 83720-0065, or National Parks Service, Equal Opportunity Officer (010), P.O. Box 37127, Washington DC 20013

RESIDENTIAL LEASE AGREEMENT

Updated November 2016

This agreement is made and entered into this _____ day of _____, 20____, by and between Teton County, Idaho, hereinafter referred to as the "Landlord", and _____, hereinafter referred to as "Tenant".

Only the following individuals will reside in the unit:

Name	Name
_____	_____
_____	_____

For and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the Landlord does hereby lease to Tenant real property generally described as _____, Idaho, together with all houses and improvements located thereon.

1. TERM. The term of this Lease shall be six (6) months commencing on _____ and ending on _____, both dates inclusive, and then on a month to month basis once the six-month period has expired until termination by either party. Tenant may vacate the premises on the terms and conditions otherwise set forth herein upon the giving of thirty (30) days written notice.

2. RENT. A base rent payment of \$_____.00 is due and payable on the first day of each month that this Lease is in effect. In the event Tenant first occupies the residence on a day other than the first day of the month, such rental shall be prorated for as many days as Tenant occupies the premises for that month. Should rent not be paid by the 10th of each month, a late charge of fifty dollars (\$50.00) shall be due. If a check is returned by Tenant's bank for any reason, there will be a fifty dollar (\$50.00) returned check charge in addition to the full amount of the rent, late charges and any other amounts. Any charges due, including but not limited to late charges and returned check charges will be considered additional rent.

3. CONTINUED EMPLOYMENT. A condition precedent to Tenant renting Landlord's premises is continued employment with Teton County. In the event of separation of employment with the County, regardless of the reason therefore, Tenant shall vacate the premises within thirty (30) days of his/her last day of work.

4. SOLE RESIDENCE. Tenant shall not directly own or own through a marriage, partnership, corporation, or other means, any other residential housing unit either in Teton County limits or in any outlying community from which an employee could reasonably commute. Should Tenant be found to be in violation of this provision, they will be provided thirty (30) days written notice to vacate the premises. This same provision applies to other individuals residing in the unit. Tenant Initials_____

5. **DAMAGE DEPOSIT.** At the time of executing this Lease, Tenant shall pay a security deposit of one (1) months' rent set forth in paragraph 2 above, which shall be retained by Landlord to be used by it for any damages other than normal wear and tear caused by Tenant, any unpaid rent, for abandonment of the premises, or to the extent permitted by Idaho law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenant or agreement contained in this Lease. It is understood that the Security Deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the said deposit to any unpaid rent or portion thereof. Landlord shall return that portion of the damage deposit not used by it to repair damages caused by Tenant by no later than thirty days, less if required by law, following vacation of the premises by Tenant. Tenant shall be liable for any damages or expenses owed in excess of the damage deposit. If Landlord discovers that Tenant has caused damage in an amount in excess of the Security Deposit, Landlord shall have the right to evict Tenant.

6. **USE OF PREMISES.** The Tenant shall use the leased premises only as his or her sole year-round residence. The premises are leased for no more than _____ persons (those listed above). The Tenant shall not make or suffer any use or occupancy of the premises contrary to any laws, ordinances or requirements of any governmental authorities, housing authorities, homeowner's associations now or hereafter in force. No auxiliary structures of any kind shall be placed on the premises without the express written consent of the Landlord. Smoking is strictly prohibited.

7. **HABITABILITY.** Tenant has inspected the premises and acknowledges that the premises are being leased "AS IS" as a result of such inspection and not as a result of any representation by the Landlord. Tenant acknowledges that the premises is in a reasonable and acceptable condition of habitability for their intended use as Tenant's personal residence.

8. **AFFIRMATIVE PROMISES OF TENANT.**

(a) Comply with all laws and requirements of any governmental authorities, housing authorities, homeowner's associations concerning the premises now or hereafter in force.

(b) Comply with the rules and regulations from time to time made by Landlord for the safety, care, upkeep and cleanliness of the premises.

(c) Promptly deliver to Landlord at the end of this Lease all keys for the premises.

(d) Give Landlord or his agent prompt written notice concerning the premises within twenty-four (24) hours of Tenants receipt thereof.

(e) Pay all claims for labor and materials furnished to the premises and take all other steps necessary to prevent the assertion of claims of liens against the premises.

9. **NEGATIVE PROMISES OF TENANT.** Tenant promises not to:

(a) Permit any mechanic's lien or security interest to be filed against the premises.

(b) Do or permit any act objectionable to any insurance company that causes the insurance on the premises to become void or rated as a more hazardous risk than at the date of the signing of this Lease.

(c) Permit any hazardous, toxic or flammable substances to be stored or used in or about the premises.

(d) Permit or allow the buildup of excessive amounts of furniture or belongings along the exterior walls of the unit so as to negatively affect air circulation.

10. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the premises without the advance express written consent of the Landlord.

11. REPAIR AND MAINTENANCE. The Tenant shall, during the term of this Lease and any renewal or extension thereof, keep the interior of the leased premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant will immediately notify the Landlord of any damage to the premises or its contents, or to any inoperable equipment or appliances. The Tenant will be responsible for any damage caused by the Tenant, family members, invitees or guests. Any charges resulting from damages caused by the Tenant will be considered additional rent.

The Tenant shall maintain all portions of the leased premises in a clean and orderly condition, free of dirt, rubbish and obstructions. The Tenant shall take reasonable precautions to avoid freezing pipes and plumbing fixtures. Tenant is responsible for snow removal. The Tenant shall appropriately water and otherwise maintain the lawn and yard.

The Tenant shall not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the premises for any immoral or unlawful purposes, nor commit waste or nuisance upon or about the premises. Tenant shall practice good housekeeping and keep the premises neat and clean to avoid infestation of pests.

12. UTILITIES. Landlord shall provide electricity, propane, and snowplowing. Tenant shall pay all other utilities.

13. SURRENDER. Upon the termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted.

14. COVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof. However, Tenant will not commit any nuisance or act, which may disturb the quiet enjoyment of any neighbors.

15. LAW VIOLATIONS AND LAW ENFORCEMENT INVOLVEMENT. Teton County is concerned with the appearance of propriety at its rental units. Should there be a need for law enforcement assistance at the rental unit as a result of illegal activity on or at the household or negative actions of the Tenant, or the Tenant's guests, the lease may be subject to termination.

16. NON-ASSIGNMENT. Tenant shall not assign, nor sublet or permit the leased premises or any part thereof or be used by any other person, firm, corporation or other entity other than the Tenant without the prior express written consent of the Landlord. Overnight guests may stay in the premises for no more than two (2) consecutive weeks. No overnight visitation by a guest who has visited for a two-week period may occur within the subsequent three-week period. For purposes of enforcing these terms, Tenant agrees to furnish a description of his or her vehicle(s) along with their current license plate information.

17. PETS. If pets are expressly allowed by the Landlord, Tenant must pay an additional seven hundred dollars (\$700.00) or one (1) months rent, whichever is greater, as a separate deposit in addition to the Security Deposit. Tenant Initials: ____ ____.

18. SNOW REMOVAL AND SMOKING. Tenant shall be responsible for ice and snow removal at the premises including the steps and walkway. Smoking is strictly prohibited.

19. INSPECTION/ENTRY/ACCESS. Landlord shall have the right to enter the premises for, but not limited to: reasonable inspections of the property, to make any agreed upon or necessary alterations, repairs and/or improvements; to show the premises to prospective Tenants or contractors; if Landlord believes the premises have been abandoned; and/or for any other reasonable purpose in connection with the operation and maintenance of the premises. The Landlord shall give Tenant at least twenty-four (24) hours advance notice. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the premises and take appropriate action without advance notice in the event of any emergency.

20. RENTER'S INSURANCE. The Landlord shall not be responsible for loss, destruction or damage to Tenant's personal property regardless of the cause. Should Tenant choose to have renter's insurance for Tenant's personal property he or she shall be required to pay the cost of any such policies. Tenant Initials: ____ ____.

21. RELEASE OF LANDLORD. Tenant is responsible for, and Tenant releases Landlord from, all liability for any injury, loss or damage to any person or property in the premises, whether due to any condition in the premises, any water leakage, fire, wind, storm or any other cause.

22. LIABILITY. Tenant agrees to pay any loss incurred by Landlord resulting from (a) any default by Tenant under this Lease, and (b) any claims concerning

anything done in or about the premises during the term of this Lease by or on behalf of Tenant.

23. **BINDING EFECT.** All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective assigns and legal representatives, including without limitation any property management firm employed by Landlord.

24. **REPRESENTATIONS.** It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made other than those set forth herein.

25. **WAIVER.** The waiver by the Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

26. **DEFAULT.** If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided under this Lease or otherwise, or if default shall be made in any of the terms of this agreement, besides other rights or remedies it may have, if such failure to pay rent or for other default of the terms hereof not cured within ten days of notice from Landlord to Tenant, then Landlord may either terminate this Lease, relet the premises, or reenter the premises by summary proceedings or otherwise, remove all persons and property from the premises without liability to any person for damages sustained by reason of such removal.

Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, the cost of recovering the premises, including costs and attorney's fees, and all consequential damages caused by Tenant. All remedies conferred upon the Landlord are cumulative and no one exclusive of any other conferred herein or by operation of law.

27. **INDEMNIFICATION.** The Landlord shall not be liable for any damage, injury, or loss to any person or persons occurring on the premises unless such act is the legal result of the negligence of the Landlord. The Tenant agrees to hold the Landlord harmless from any claims for damages except for injury or damages caused by the negligence of the Landlord.

28. **ATTORNEY'S FEES.** The Landlord and the Tenant agree that in the event either party incurs courts costs or attorney's fees by reason of default or breach of the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

29. CARPET CLEANING. The Tenant is responsible for having the carpet professionally cleaned at the time it/they vacate the premises.

30. PAYCHECK WITHHOLDING. The County may deduct any unpaid charges including, but not limited to, rent, deposit, damage, utilities or cleaning from the employee's paycheck if charges are more than thirty (30) days overdue. Employee's final paycheck may be withheld until any unpaid charges are paid.

31. NOTICES. Any notice required or permitted hereunder shall be given in writing either in person or by U.S. mail, at the following respective addresses:

LANDLORD
Teton County
Attn: Executive Assistant
150 Courthouse Dr.
Driggs, ID 83422

TENANT

The parties hereto have signed this Lease as of the day and year first above written. The Tenant acknowledges receipt of a copy of this Lease.

LANDLORD

TENANT

By: _____
For Teton County

Teton County

Rental Housing Policy

Purpose: The purpose of this policy is to outline the Teton County policy with regards to management of its rental housing. This policy can be changed or superseded by the decisions of the Board of County Commissioners at any time for any reason.

Determine Availability: The County will determine if a given unit will be available for rental or if it will be held back for recruitment or other purposes. The County reserves the right to keep units vacant as it sees fit. Any personnel decisions made regarding the unit supersede the random drawing process.

Eligibility: Employees are eligible if they do not directly own or own through a marriage, partnership, corporation, or other means, any other residential housing unit either in the County limits or in any outlying community from which an employee could reasonably commute. If an employee renting a unit becomes ineligible or is found to be ineligible, they will be provided reasonable notice pursuant to the lease agreement to vacate the unit. The exception to this would be if a critical response employee owned a residential unit in an outlying community but was utilizing the County rental as their primary residence and not merely a residence to be used during their workweek. Additionally, others listed on the lease as residing in the unit or others found to be residing in the unit may not violate the eligibility requirements listed above.

Random Drawing: When a unit becomes available, a notice will be distributed to employees of Teton County. The notice will be posted for one week and interested employees must submit their name to Holly Wolgamott, the County Executive Assistant, by the end of that week. Preference is given as follows:

Tier 1 – Full-Time Regular County Employees – Critical Response Positions

Tier 2 – Full-Time Regular County Employees – Non Critical Response Positions

Tier 3 – Part-Time and Variable Hour Regular County Employees

Should multiple employees from any given Tier be interested in an available unit, names will be drawn at random to determine who will be offered the available unit. The individual will pay the market rental value for that unit. That value is determined by a local property management company and will be reevaluated on a yearly basis.

Critical Response Positions: Critical response positions include sworn law enforcement, IT positions, facility supervisor, snow removal operators and mechanics.

Preference: The County may request that a tenant, who is not a full-time or Critical Response employee of Teton County, vacate the premises with a minimum of 30 days so that a full-time or Critical Response employee may be housed in the unit. All six-month leases will be honored.

Placement of New Hire: The Random Drawing process *will* be superseded should there be a need to place a newly hired employee or other defined benefit as determined by Administration. Should that occur, the Random Drawing process would not be completed and Administration will decide on residency.

Rent: Teton County will review the rents charged for units on a periodic basis and reserves the right to increase the rent or decrease the rent as determined by the County Executive Assistant

From: [Kathy Spitzer](#)
To: [Ralph Mossman](#)
Cc: [Holly Wolgamott](#)
Subject: RE: Dog Control Ordinance
Date: Tuesday, October 11, 2016 3:19:29 PM

Hi Ralph -

Holly can you add the dog ordinance to the Agenda in November - I think we will all have more time to focus then!

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: Ralph Mossman [ralph@heronglass.com]
Sent: Tuesday, October 11, 2016 2:32 PM
To: Kathy Spitzer
Subject: Dog Control Ordinance

Hi Kathy,

It has taken awhile, but all three cities have passed the Dog Control Ordinance. That leaves only the County to pass a copy of the ordinance so that enforcement will be consistent throughout the County. Let me know what you need to make that happen. Of course getting reelected is number one!

Thanks,

Ralph

THE CITY OF DRIGGS, IDAHO
ORDINANCE 371 - 16

Amendment to Title 5, Chapter 3 (Dogs)

AN ORDINANCE OF THE CITY OF DRIGGS, IDAHO AMENDING TITLE 5, CHAPTER 3 (DOGS) OF THE DRIGGS CITY CODE; ESTABLISHING DEFINITIONS AND DOG LICENSING REQUIREMENTS; ADOPTING A PROHIBITION ON AT LARGE DOGS AND RESTRICTIONS ON NOISY DOGS; PROVIDING FOR THE IMPOUNDING OF AT LARGE OR SUSPECTED RABID DOGS AND THE ADOPTION OF UNCLAIMED IMPOUNDED DOGS; ESTABLISHING PENALTIES FOR VIOLATIONS; REPEALING ALL ORDINANCES, RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DRIGGS, COUNTY OF TETON, STATE OF IDAHO:

SECTION 1. The following text shall replace Title 5, Chapter 3 (Dogs) of the Driggs City Code, in its entirety and be enforced as such:

CHAPTER 3

DOGS

SECTION:

- 5-3- 1: Purpose
- 5-3- 2: Definitions
- 5-3- 3: Licenses
- 5-3- 4: Restricted and Prohibited Acts
- 5-3- 5: Impounding
- 5-3- 6: Rabid Dog
- 5-3- 7: Adoption; Fee
- 5-3- 8: Fines, Fees and Penalties

5-3-1: **PURPOSE:** The City of Driggs hereby establishes this ordinance to promote the health, safety, and welfare of the residents, animals, and visitor of the City of Driggs; and to protect the properties of such persons by establishing a uniform and humane dog care and control ordinance.

5-3-2: **DEFINITIONS:** When used in this chapter, unless the context otherwise indicates, the following terms and phrases shall have the meanings as herein ascribed:

ANIMAL CARE AND CONTROL OFFICER: The person or persons given authority by the City of Driggs, the Teton County Board of Commissioners or the Teton County Sheriff's Office, to enforce this chapter, or any peace officer in this State.

AT LARGE: Off the premises of the owner and not under the control or restraint of the owner, keeper, or custodian of the animal.

CONTROL/VOICE CONTROL: Within the incorporated cities, a dog shall be deemed to be under control if such dog is physically restrained. Within the unincorporated county, a dog may be deemed to be under control by means of voice control. Voice control means that the dog returns immediately to and remains by the side of the owner or keeper in response to the owner or keeper's verbal command, whistle or hand signal. If an unleashed dog approaches or remains within 10 feet of any other person other than the owner or keeper, that dog is not under voice control and shall be deemed to be "at large", unless such person (or in the case of a minor child, an adult present with the child) has communicated to the owner that such person consents to the presence of the dog.

COUNTY: Shall include the unincorporated areas within the boundaries of Teton County, Idaho.

DOG: Includes any unaltered or altered male or female canine not in the line of duty for a law enforcement agency.

HUMANE: To provide proper food, water, sanitation, ventilation, medical attention and shelter from weather as needed.

HUMANELY DISPOSE: To euthanize any animal according to the State of Idaho Board of Veterinary Medicine's current euthanasia rules and/or by a qualified veterinarian clinic/hospital, or certified euthanasia technician.

IMPOUNDED: Having been received into the custody of the Teton County Sheriff's Department or shelter master or other designated agent.

INJURY: Any physical injury that results in any breaking of the skin, infection, broken bone or disfiguring laceration.

NUISANCE: Any noisy dog, any dangerous dog, or any dog engaging in behaviors described in section 5-3-4(B) of this chapter.

OWNER: Includes any individual, partnership, corporation, company, society or association keeping or harboring a dog or dogs.

PREMISES: The real property owned or occupied by the owner of the dog.

RESTRAINT: An animal shall be deemed to be under restraint if it is not At-Large.

SHELTER MASTER: The person or persons responsible for an animal shelter that provides humane care for animals impounded by the Animal Care and Control Officer.

VICIOUS DOG: A dog which, when not provoked, approaches any person who is not trespassing, in a vicious or terrorizing manner; or any dog which, when not provoked, physically attacks, wounds, bites or otherwise injures a person or domestic animal who is not trespassing.

5-3-3: LICENSES

A. Required:

1. License Required; Fee: All owners of dogs over six (6) months of age residing within the City of Driggs must pay a license fee as set forth by resolution of the Teton County Board of Commissioners. Any violation of this Chapter, in which the license tag is not attached to the dog, may result in an additional violation.
2. Receipt; Tag: Said license shall be paid in accordance with provisions of Idaho Code Section 25-2801, to the agent or officer of the county, as designated by the Board of County Commissioners, who shall thereupon give to the person paying it a dated receipt reciting the owner's name and the number of the license, and also a tag or disc bearing the year of issue, the name of the county, and a license number corresponding with that mentioned in the receipt.
3. Duplicate Tag: In the event of loss of license tag, a duplicate, so stamped, shall be provided to the owner by the county, at a reasonable cost for each duplicate tag.

B. When Required; Term; Relicensing:

1. All dogs six (6) months and older shall be licensed within thirty (30) days of being brought into the City of Driggs.
2. All licenses shall be issued on the date applied therefor and shall expire one year from that date.

C. Application: The owner shall state at the time application is made for a license and upon a form provided for such purpose, their name and address; the name, breed, color and gender of each dog owned or kept by them, whether such dog has been spayed or neutered; and in the case of spayed or neutered dogs, the owner shall submit a certificate from a licensed veterinary surgeon that their dog or dogs have been spayed or neutered. Any dog for which no certificate is presented, certifying that such dog has been spayed or neutered, or for which a licensed veterinarian cannot certify that such dog has been spayed or neutered, shall be considered a not-spayed dog or not-neutered dog, and the owner shall be charged a license as though such dog were unaltered.

D. Certificate of Rabies Immunity: At time of application for a dog license, a current certification of rabies immunity from a licensed veterinarian must be presented.

- E. Conditions of Issuance: Licenses issued in accordance with this chapter are conditioned upon compliance of the owner with all provisions of this chapter and other applicable state and local laws. Any license may be revoked if the person holding the license refuses or fails to comply with this chapter or any state or local law governing cruelty to animals or keeping of animals.

5-3-4: **RESTRICTED AND PROHIBITED ACTS:**

Nuisances

1. Noisy Dog: It is a violation of this chapter for any owner of a dog to fail to exercise the reasonably necessary proper care of his/her animal in order to prevent it from disturbing the peace and quiet of persons residing in the neighborhood by allowing such dog to continue barking, howling and/or whining, audible beyond the property line of the premises on which the dog is located, for more than thirty (30) minutes. If it is determined that there is a prowler or something taunting the animal, a notice of violation will not be issued.
 2. Dogs at Large: It is a violation of this chapter for any person who owns, harbors or possesses a dog, whether licensed or not, to allow such dog to be at large, as defined by this Chapter, upon the streets or alleys of the city, or in any public place in the city, except for designated off-leash areas, or upon any other premises within the city without the consent of the person in possession of such premises. See Idaho Code § 25-2803 and 25-2804 and any amendments.
 3. Female Dogs in Heat: Each female dog, when in heat, shall be under control or penned or enclosed in such a manner as to preclude at large dogs from contacting such female dog.
 4. Unneutered Dogs at Large: It is a separate violation of this chapter for any owner of any unneutered dog that is found to be at large.
 5. Failure to Remove Waste: It shall be unlawful for any person who owns, possesses or controls a dog to fail to promptly remove and dispose of any feces left by his/her dog on any sidewalk, street or public owned property or private property (other than the property of the owner of the dog or of a person who has consented to the presence of the dog on his/her property). This provision shall not apply to an assistance dog accompanying a handicapped person who, by reason of his/her disability, is unable to remove and properly dispose of the feces.
- B. Rabies Suspects: It shall be unlawful for a person to keep or harbor any dog afflicted with rabies. The owner of a dog showing symptoms of rabies, or of an unvaccinated dog which has bitten any person causing an abrasion or break in the skin, has a duty to surrender the dog for confinement at the animal shelter, or to a licensed veterinarian, for a minimum of ten (10) days, for impoundment in accordance with Section 5-3-6 of this chapter.
- C. Vicious Dogs: It shall be unlawful for the owner of a vicious dog or for the owner of premises on which a vicious dog is present to harbor a vicious dog outside a secure enclosure. A secure enclosure is one from which the animal cannot escape and for which exit and entry is controlled

by the owner of the premises or owner of the animal. Any vicious dog removed from the secure enclosure must be restrained sufficiently to control the vicious dog. Any person who violates the provisions of this section is guilty of a misdemeanor. For a second or subsequent violation of this subsection, the Animal Care and Control Officer may, in the interest of public safety, impound the dog. The Shelter Master shall have the authority to either retrain the dog and place the animal for adoption or to order the vicious dog destroyed if the shelter is unable to release the animal to a responsible owner. See Idaho Code § 25-2805 and any amendments.

- D. **Possession of Impounded Dogs:** Except as authorized by the Shelter Master, no person shall have in his or her possession, care, custody or control any dog that has been impounded by the Animal Care and Control Officer and has not been properly released by the Shelter Master following payment of all impoundment fees and costs.
- E. **Concealing Animals:** It is a violation of this chapter to conceal any animal for the purpose and with the intent to violate this chapter or to prevent or interfere or hinder the Animal Care and Control Officer's enforcement of any part of this chapter.

5-3-5: **IMPOUNDING:**

- A. **Power To Impound:** Any dog at large may be impounded by the Animal Care and Control Officer and delivered to an animal shelter and there confined in a humane manner.
- B. **Redemption:** At any time that a dog is so impounded, the owner or keeper of the dog may redeem the same by paying to the Shelter Master the expenses incurred by the animal shelter for such impoundment. The owner reclaiming an impounded animal may also be cited for a violation of this chapter.
- C. **Alternative to Impoundment:** Notwithstanding the provisions of this section, if a dog is found at large and its owner can be identified and located, such animal need not be impounded but may, instead, be taken to its owner and the owner may be cited for a violation of this chapter.

5-3-6: **RABID DOG:**

- A. **Impoundment of Suspect Animal:** If any dog is believed to have rabies, has been bitten by any animal suspected of having rabies, or has bitten any person causing laceration or abrasion of the skin, such dog shall be impounded in the animal shelter by the Animal Care and Control Officer or other authorized City Representative.
- B. **Registry:** The Shelter Master or some other designated official upon receiving any such dog, shall make a complete registry, entering the breed, color, and gender of such dog, and whether licensed, and shall also make record of the incident which led to the impounding of the dog. If the dog is licensed, the Shelter Master shall enter the name and address of the owner and the number of the license tag.

- C. Notice to Owner: Not later than three (3) days after the impounding of any such dog, the owner shall be notified by the Shelter Master, if the owner of the dog is known.
- D. Quarantine: The dog is to be quarantined in the animal shelter, segregated from other animals, for a period of ten (10) days. At the owner's request and expense, the dog may be quarantined at a licensed veterinarian.
 - 1. No Symptoms Shown: At the end of the ten (10) day period of impoundment, a licensed veterinarian shall inspect the dog and if the dog shows no symptoms of rabies, the veterinarian may authorize the release of the dog after vaccinating the dog for rabies.
 - 2. Symptoms Shown: If the dog shows symptoms of rabies, or is suspected by the veterinarian of being infected with rabies, the veterinarian may direct whatever disposition of the dog he may deem necessary, including, but not limited to, destroying the dog for confirmatory testing.
- E. Redemption: Following the ten (10) day impoundment, the owner of the impounded dog released by the veterinarian may reclaim such dog on payment of all costs and charges incurred by the animal shelter for impounding and maintenance of the dog.
- F. Unclaimed Dog: If any dog so impounded is not claimed by the owner thereof at the expiration of twenty (20) days following release by the veterinarian, such dog may be placed for adoption.
- G. Notice To Victim: The shelter master shall provide the veterinarian's rabies determination to the Sheriff's office, which shall attempt to notify the victim of the dog bite.

5-3-7: **ADOPTION; FEE:** The Shelter Master is authorized to place for adoption any animal, which has been impounded for a period of not less than seven (7) days, excluding weekends and holidays. Any person wishing to adopt an animal shall pay to the Shelter Master an adoption fee as established by the animal shelter.

5-3-8: **FINES, FEES AND PENALTIES:**

- A. Any person violating any of the provisions of this Chapter for which a fixed punishment or fee has not been otherwise designated shall result in a warning notice being issued. If the owner of the animal is not the same as the owner of the property where the offense occurred, the property owner may also be issued a notice of violation. A maximum of one warning notice will be allowed in any 12 month period. A second offense shall result in a citation being issued and the owner of the animal(s) being charged a civil fine as provided in Driggs Code 1-4. In addition to a civil fine, enforcement may result in the removal of the animal, in accordance with the provisions of this Chapter. The expense of such work shall be billed to and paid by the owner of the property where

the violation occurred, and if not paid within 30 calendar days, assessed against the property involved and collectable as general taxes.

- B. Any violation of this chapter, in which the license tag is not attached to the dog, may result in an additional violation.
- C. The license fees are those fees set forth by resolution of the Teton County Board of Commissioners.
- D. Fines and fees are required to be paid even if the dog owner chooses not to reclaim the impounded animal from the animal shelter.
- E. Unless otherwise provided by ordinance of the City of Driggs, the fines set forth in this section regarding maintenance and impounding of animals are as follows:
 - 1. For keeping any dog: the shelter's daily rate.
 - 2. For veterinary expense: the actual cost thereof.
- F. Fines for maintenance and impounding of animals shall be paid to the Shelter Manager. All other fines under this chapter are to be paid to the City of Driggs Clerk only and may be subject to court costs.
- G. In the event that any fine is not paid within ten days it may be assessed with interest against any property owned or person so charged and collected as general taxes, or a complaint for an ordinance violation or failure to pay an ordinance fine may be filed in the magistrate division of the district court, and, upon conviction, the court may assess costs of collection and/or court costs in addition to the prescribed penalties.

SECTION 2. All ordinances, resolutions or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF DRIGGS, IDAHO, this ____ day of _____, 2016.

APPROVED BY THE MAYOR OF THE CITY OF DRIGGS, IDAHO, this ____ day of _____, 2016.

Hyrum Johnson, Mayor

ATTEST: _____
Kreslyn Schuehler, City Clerk

Teton Regional Economic Collation

JOB DESCRIPTION: Eclipse Coordinator

August 2016

Position: TBD

Location: Driggs, Idaho -

Scope: Coordinate programming, events and communications around the August 2017 total eclipse. **Qualifications:** two years' experience, vision, enthusiasm, rock-solid writing skills, and a college degree or related training. Base salary \$TBD

Functions:

1. Program of Work -
 - a. Volunteer coordination
 - b. Events and event management
 - c. Fund Raising through individual donors, state and local grants, federal grant programs
 - d. Promotion
 - e. Coordination with other organizations, such as Downtown Driggs Community Association (DDCA), cities and county
 - f. Marketing, social media, weekly emails, and website updates and reports
 - i. Create web materials to guide all aspects of visitor needs.
2. Liaison –
 - a. With the Teton Valley Library staff on programs, lectures, publications, etc.
 - b. With county law enforcement, logistics, safety agencies.
 - c. With land owners regarding viewing stations, etc.
 - d. With lodging providers.
3. Grants – Pursue all grant opportunities for programming.
 - a. Write and manage grants as assigned.

Required Skills/Experience/Training

- Bachelor's degree in Marketing, PR, Journalism or related field, or equivalent experience or training.
- Proven track record of success in maintaining solid relationships with staff, board, donors and community.
- Two years of nonprofit organization experience is preferred.
- Successful resource development, fundraising and philanthropy experience.
- A solid knowledge of accounting, budgeting, financial management and marketing.
- Experience in public speaking/public relations.

- An entrepreneurial spirit, preferably including experience developing and implementing public-private partnerships to achieve community-wide social and economic goals.
- Proficient in Microsoft Office, Adobe Creative Suite, HTML experience, and Square.

Culture

- Work smart
- Engage with community (local, business and tourism) openly and honestly
- Enjoy the recreational offerings and life style our valley offers
- Understand the connections between local, county and state governments. Specifically - educational and funding opportunities.
- Comfort connecting across multi-cultural groups (farming, religion, recreation, professional, political, and age.)
- Open and understanding but firm and committed
- Clear goal setting and achieving
- Fresh thought- leadership.
- Fun
- Out of office and work connection and friendship

Compensation

- Base salary \$TBD plus bonus based on performance
- Job share possibility.

TETON CO. IDAHO 2017 SOLAR ECLIPSE PROJECT EXECUTION METHOD STATEMENT

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“Eclipse? What eclipse?”

On August 21st, 2017, Teton Valley will “host” a total eclipse of the sun. This is a big deal! The moon will pass between the sun and the earth and totally block, or eclipse our view of the sun for 2 minutes and 17 seconds. The last total eclipse of the sun, visible from the U.S. was in 1979.

The “line of totality”, or the area in which the sun will be totally obscured by the moon, will pass directly over us between Driggs and Victor. Being on the line of totality has the potential to bring thousands of spectators and members of the scientific community to the valley.

Despite lasting only 2m 17s, the most hardy eclipse spectators are expected to arrive as much as 2 weeks in advance. Jackson, WY estimates they could get as many as 40,000 viewers, which they hope to divert from their already packed city over the hill to us. Planners who have worked many global eclipses in the past suggest that whatever your estimate is; double it and you’ll be close to actual attendance. The influx of eclipse spectators is affectionately called, “The Surge”.

This is something that is going to happen. We don’t need to invite them or advertise, they are just going to come. We need to get the word out to the community, the whole county; residents, businesses, emergency services, law enforcement, hospitals, and county organizations. We need to let everyone know what to expect, and what the county and cities are doing to prepare.

The Teton Valley News has kindly agreed to help us get the word out by running a series on the eclipse.

“Is this an invasion or an opportunity?”

So what does this mean for Teton Valley? For the sake of discussion, let’s use Jackson’s 40K estimate. We’ve never had an influx of 40,000 people into our valley before. What will we do with 40,000 people that need lodging, food, gas, cash, and bathroom facilities? Experience from previous eclipses tells us that some of our 40K guests will trickle in over the two weeks preceding the event possibly depleting our grocery stores, hardware stores, gas stations, and ATM’s and overloading our AT&T, Verizon, T-Mobile and Sprint cell service capacity. Then when we’re already in a bind, the main body of spectators (The Surge) will arrive, multiplying the challenges.

In the past, we’ve been able to reach out to Rexburg and/or Idaho Falls for assistance. This is not just a Teton Valley event. This is a regional event and everyone’s resources will be maxed out.

40,000 spectators visiting us is just a guess. Idaho Falls is expecting as many as 150,000 spectators. Casper estimates 500,000. Rexburg, Idaho Falls and Pocatello hotels and vacation rentals are already booked. Everything in the valley is booked.

County officials and local leaders are being proactive in preparing for this event and have been working to make sure the eclipse is a positive experience for residents, businesses, and visitors alike. The Mayors and Commissioner Leake have established a committee to plan for and identify risks and opportunities for a mass gathering of this magnitude. They have decided to make this an opportunity rather than an invasion. To act rather than be acted upon.

The objective is to identify what we have in place; our strengths and weaknesses and fill any gaps, and then be prepared to receive, manage and coordinate the departure of our guests, over an 18 day period.

The committee has taken a project management approach to planning for this event. Scheduled meetings are held and an action register has been developed. A sequence of critical activities has been established, critical partners have been identified and a budget has been set.

Subject matter experts have been identified to lead the committee's efforts by developing plans for Emergency Management, Communications, Permitting, Public Works, Transportation, and Economic Impact.

The Emergency Management plan development will be led by Greg Adams, Teton County EMS Coordinator. Greg will collaborate with Law Enforcement, Fire, Ambulance and other agencies and organizations to evaluate our manpower and resource needs, as well as risks and associated mitigations. In addition Greg will assess the additional health, safety, environmental and security requirements inherent with the addition of thousands of visitors.

“Everybody has a plan until they get punched in the mouth.” Mike Tyson

The Eclipse Communications Plan includes keeping the community informed by establishing communication to and from the public via all available elements of social media, call centers, Teton Valley News, community meetings and a robust system of informative maps provided by Rob Marin, our County GIS Coordinator.

We are all in this together. It's probably safe to say that everyone in the valley will be impacted by the eclipse either directly or indirectly. We will need to work together.

At community meetings we will discuss things we can do to be prepared such as:

- We need to be prepared for heavy bike traffic. Eclipse “chasers” who know that roads will be congested will bring their bikes. We'll need additional bike racks for parking.
- Restaurants will not be able to handle the crowds. They can be prepared by adding additional staff, increasing inventory and limiting menus to a few items to get customers in and out quicker
- Grocery stores can be prepared by having refrigerated trucks standing by with critical items like food, water, toilet paper and beer
- Feeding the surge will be a challenge. The community can be prepared by having additional catering services ramped up and prepared to feed the masses as well as event volunteers and EMS personnel
- Hospitals can be prepared by adjusting schedules so staff personnel are available to handle the heavier than normal walk-in and emergency case load. We may need additional doctors and nurses.
- Banks should be prepared with extra cash to load and reload ATM's. They also need to be prepared to handle foreign currency exchange.
- Gas stations should have additional tank trucks on hire to handle the increased gas demand.

- We will need temporary housing, not for spectators but for outside volunteers and service providers.
- No road construction/repairs should be scheduled. Truck traffic should be kept to a minimum.
- A burn ban should be in place regardless of the fire conditions. Grass along roads and paths and parking areas should be cut to reduce exposure to vehicle exhaust related fires.
- Private business such as hardware stores can stock up on water, water containers, tarps, emergency generators and camping equipment.
- Residents should stock up on essentials and be prepared to “shelter in place”!
- Residents hosting gatherings should look into the permitting process and take a look at their homeowners insurance policy to ensure they have sufficient coverage.

These are just a few examples. The purpose is to get us all thinking proactively rather than reactively.

“No job is finished ‘till the paperwork is done...”

As usual the “devil is in the details” and planning for the eclipse is no exception. Permitting has emerged as a detailed and critical component and Kristin Owen, our Teton County Planner has stepped forward to coordinate our Permitting Plan. The County and City Planners are working together to identify the efficacy of our current permitting system for such an event. Their focus is to establish a robust permitting process for camping, parking, and food service concessions, to ensure safety, health and environmental concerns are met as well as plan for the allocation of emergency services and to develop a “one stop shopping”, user friendly permitting process.

What is Public Works? Short answer: just about everything! Thankfully Darryl Johnson our Teton County Director of Public Works, in partnership with city managers and RAD, has kindly offered to guide us through the minefield of solid waste, wastewater, signage and utilities. Darryl and his team will work closely with Kristin Owen and her team on meeting the expectations of the permitting process. Fortunately their offices are almost next door to each other!

An extremely important part of our planning concerns how we coordinate traffic, transportation and parking for an event of this size. How will we manage thousands of visitors on Hwy 33? Where will they all park? How will we avoid traffic jams and county wide gridlock? How will we manage law enforcement and emergency response vehicle access? Will we have enough gas? What about towing services? And don’t forget the airport and additional aviation related traffic. These and other questions will be addressed by our Driggs Community Development Director, Doug Self.

TREC Executive Director, Brian McDermott is helping us determine the economic impact this event has on our valley. Partnering with the Idaho Department of Labor and BYU - Idaho, Brian is helping us estimate, in advance, the target number of possible visitors we should plan for. Post event Brian will help us evaluate what economic effect (good or bad) the eclipse had on our cities and the county and it will be posted here. In addition, Brian and Alli Kadler, TREC Manager, are coordinating all planned events (when, where, who) scheduled in the valley during this period to help avoid conflicts and overlapping events.

“Responsibility + Authority = Accountability”

To make sure this all goes according to plan, Commissioner Leake and Mayors Hoops, Johnson and Potter are vetting the process regularly and providing additional support and guidance as necessary. It is their objective to manage this sizable project as an “event”, not an eclipse. The learnings from which will help them understand what we did that was effective, what we did that we could have improved on and what we didn’t do that we should have done. In the long term this event will help us as individual cities and the county to work across jurisdictional lines and coordinate/collaborate for the betterment of the greater community.

Residents and visitors looking for information regarding county and city plans for the eclipse are encourage to call: **208-557-3540**,

email: eclipseteton@gmail.com

or visit the eclipse website: **tetonvalleyeclipse.com**

or the eclipse Facebook page: **@tetonvalleyeclipse**

or tweet us at <https://twitter.com/EclipseTeton>



FROM: Kristin Owen, Planning Administrator
TO: Board of County Commissioners
RE: Planning Department Update
MEETING: November 28, 2016

The following items are for your review and discussion.

Insignificant Plat Amendment - Alta Vista for Jerrold & Laura Clinton

Jerrold and Laura Clinton are proposing a lot consolidation between 2 lots in Alta Vista Subdivision, north of Driggs. See attached application and staff report.

ACTION ITEM – Motion to approve Alta Vista insignificant plat amendment for Jerrold and Laura Clinton.

Driggs Area of Impact update

I had a meeting with Ashley Koehler, Driggs Planning & Zoning Administrator on November 23rd about the Driggs Area of Impact. She is looking to update the Airport Overlay and Sign sections at this time, but the other sections of this agreement, such as zoning and the boundaries, could be negotiated at a later date. She is expecting to have a letter from the Driggs City Council to present to the Board at the December 27th meeting to request the process to begin.

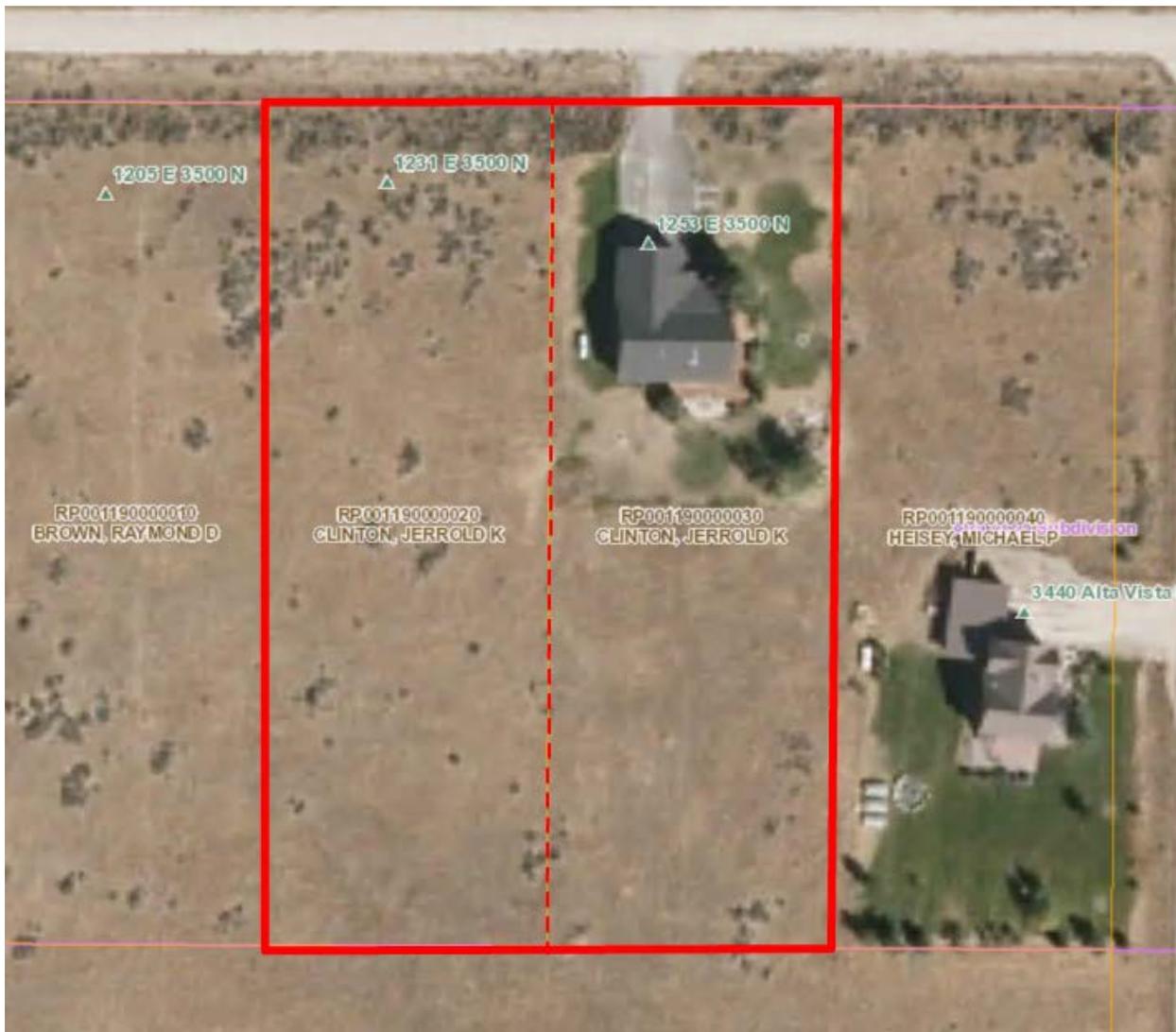
Attachments

1. Alta Vista application



A REQUEST FOR AN INSIGNIFICANT PLAT AMENDMENT APPROVAL
BY: Jerrold & Laura Clinton
FOR: Alta Vista Subdivision (Lots 2 & 3)
PREPARED FOR: November 28, 2016 Board of County Commissioners Public Meeting

Clinton Insignificant Plat Amendment to Alta Vista Subdivision



Definition: §9-7-1 (B-2a) Insignificant Changes / Vacations. – The proposed changes to the recorded land records have minimal direct impact on the immediate neighborhood, general vicinity of the subdivision or overall community. These include:

- i. vacations of portions of a plat, except where platted open space acreage would be reduced in acreage or the value of the protected resource may be diminished.
- ii. minor amendments to the recorded Master Plan,
- iii. lot line adjustments between lots within a subdivision,

- iv. **lot consolidations of two or more platted lots into fewer lots,**
- v. the re-arrangement or relocation of five (5) or fewer lots, parcels or buildings that does not encroach further into natural resource areas or Overlay Areas as defined in Title 8 or Title 9 or move closer to neighboring property;
- vi. a minor boundary adjustment between a lot in a platted subdivision and an adjacent non-platted property,
- vii. minor changes to the layout of roads, utilities or other facilities;
- viii. other changes of similar magnitude and minimal direct impact.

Procedure for Approval: §9-7-1 (B-4a) Insignificant Changes.

Upon determining the application complete, and that the proposal is an insignificant change or vacation, the Planning Administrator shall recommend to the Board of County Commissioners approval, approval with conditions, or denial the application pursuant to the criteria and standards in the county regulations. The Board may review insignificant changes at a regularly scheduled public meeting.

Criteria for Approval: §9-7-1 (B-3a) Insignificant Changes.

- i. Any proposed changes to an easement, public right-of way, or Planned Unit Development, 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.
Staff Comments:
There is no proposed change to any easement or Right of Way. This proposal complies with Teton County standards.
- ii. Insignificant changes to a recorded plat or master plan shall not reduce the area of designated open space or increase the number of lots or the overall amount of area of development.
Staff Comments:
This subdivision does not have platted open space. The proposed change will not create additional lots, increase the overall amount of area for the development, or reduce the open space. The proposed change is not encroaching further into the Overlay Areas or closer to neighboring properties.
- iii. Insignificant changes to a recorded plat, master plan, easement, or right –of-way shall not increase or create new and potentially substantial direct or indirect impacts on the neighborhood, vicinity of the subdivision or overall community.
Staff Comments:
The proposed changes will not create any additional impacts, as the lots were approved previously. This is just a reduction of the lots.

Board Action/Decision:

The Board of County Commissioners, shall act on the information presented whether to:

1. Continue the application
2. Approve the application
3. Approve with conditions
4. Deny the application

Specific reasons for the decision shall be stated in writing for the record.

Conclusions:

- AW Engineering submitted an application on November 14, 2016 to amend the Alta Vista Subdivision Final Plat (Inst. #106172)
- Alta Vista Subdivision was originally platted in 1990.
- The application is to reduce the number of lots by combining two lots into one.
- A survey review has been completed and approved for this amended plat by the County Surveyor.
- Insignificant plat amendments are used for lot consolidations of two or more platted lots into fewer lots.
- These adjustments are not encroaching further into an Overlay Area or closer to a neighboring property. There is no platted open space in this subdivision.

The Teton County Planning Administrator has determined that the application is complete and recommends approval by the Teton County Board of County Commissioners pursuant to Teton County regulations.

Prepared by Kristin Owen, Planning Administrator on 11-23-2016

Attachments:

1. Application (10 pages)
2. 1990 Final Plat – Inst. # 106172 (1 page)
3. Amended Plat (1 page)
4. Survey Review (1 page)



ALTA VISTA

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: Jerrold K. Clinton & Laura Clinton
 Applicant: same E-mail: jerroldclinton@yahoo.co.uk
 Phone: (561) 251-0021 Mailing Address: 1253 E 3500 N
 City: Driggs State: ID Zip Code: 83422
 Engineering Firm: A-W Engineering Contact Person: Sharon Phone: (208) 787-2952
 Address: P.O. Box 139, Victor, ID 83455 E-mail: aweng@ida.net

Location and Zoning District:
 Address: 1253 E 3500 N Parcel Number: RP001190000020
RP001190000030
 Section: 7 Township: 5N Range: 46E, B.M. Total Acreage: 2 acres
 Proposed Units/ Lots: 1 Current Units/Lots: 2
 Code Approved Under: _____

- | | |
|--|--|
| <input type="checkbox"/> FEES (pursuant to current fee schedule) | <input type="checkbox"/> Affidavit of Legal Interest |
| <input type="checkbox"/> Insignificant | <input type="checkbox"/> Engineer/Surveyor review cost |
| <input type="checkbox"/> Substantial Increase Scale/Impacts | <input 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: J. Whiston Date: Nov. 2, 2016




I, the undersigned, am the owner of the referenced property and do hereby give my permission to AW Engineering 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: J. Whiston Date: Nov. 2, 2016




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.

() 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.
2. Plat, if applicable, is labeled correctly as "Amended Final Plat".
Recorded documents, if applicable, are labeled as "Amended"
3. 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



ALTA VISTA

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: Jerrold K. Clinton & Laura Clinton
 Applicant: same E-mail: jerrold.clinton@yahoo.co.uk
 Phone: (561) 251-0021 Mailing Address: 1253 E 3500 N
 City: Driggs State: ID Zip Code: 83422
 Engineering Firm: A-W Engineering Contact Person: Sharon Phone: (208) 787-2952
 Address: P.O. Bx. 139, Victor, ID 83455 E-mail: aweng@ida.net

Location and Zoning District:
 Address: 1253 E 3500 N Parcel Number: RP001190000020
RP001190000030
 Section: 1 Township: 5N Range: 46E, 8M Total Acreage: 2 acres
 Proposed Units/ Lots: 1 Current Units/Lots: 2
 Code Approved Under: _____

- FEES (pursuant to current fee schedule)
- Insignificant
- Substantial Increase Scale/Impacts
- Affidavit of Legal Interest
- Engineer/Surveyor review cost

JERROLD K CLINTON
LAURA CLINTON

101

63-1482/670
1564

Nov. 14, 2016
Date

Pay to the order of Teton County Planning & Zoning \$ 395.00
Three hundred ninety five Dollars



000 of

ACCOMPANYING NARRATIVE

APPLICATION: **Amended Subdivision Plat for:
Alta Vista Subdivision, Inst. # 106172**

APPLICANTS: **Jerrold K. Clinton & Laura Clinton
1253 East 3500 North, Driggs, ID. 83422**

As owners of Lot 2 and Lot 3 of the Alta Vista Subdivision, Mr. & Mrs. Clinton wish to combine those 2 lots into 1 lot.

Therefore the impact is diminished because of the reduction of 1 residential lot in the county.

WARRANTY DEED

Warranty deed made this _____ day of _____, 2016 between JERROLD K. CLINTON and LAURA CLINTON of 1253 East 3500 North, Driggs, ID 83422 referred to as Grantors, and JERROLD K. CLINTON and LAURA CLINTON of 1253 East 3500 North, Driggs, ID 83422 referred to as Grantees.

Grantors in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and do hereby grant, bargain, sell and convey, and confirm unto Grantees and their heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

SEE EXHIBIT "A"

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantees and their heirs and assigns forever.

And Grantors and their heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantees, their heirs, and assigns against Grantors and their heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Grantors have hereunto set their hands on the day and year first above written.

JERROLD K. CLINTON

LAURA CLINTON

STATE OF)

SS

County of)

On this _____ day of _____ in the year of 2016, before me, a Notary Public in and for said State, personally appeared JERROLD K. CLINTON and LAURA CLINTON known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public

Residing at: _____

My commission expires: _____

EXHIBIT A – PARCEL 2A

LOT 2 A OF THE ALTA VISTA SUBDIVISION, TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

FROM THE NORTHWEST CORNER OF LOT 1 OF THE ALTA VISTA SUBDIVISION, INST. # 106172, N 89°56'00"E, 121.00 FEET TO THE POINT OF BEGINNING;

THENCE N 89°56'00"E, 242.00 FEET TO A POINT;

THENCE SOUTH 360.00 FEET TO A POINT;

THENCE S 89°56'00"W, 242.00 FEET TO A POINT;

THENCE NORTH 360.00 FEET TO THE POINT OF BEGINNING.

Contains 2.00 ACRES.

Instrument # 236669

TETON COUNTY, IDAHO
06-29-2015 10:02:00 AM
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$13.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **543968-T (tm)**

Date: **May 27, 2015**

For Value Received, **Garett P. Chadwick who took title as Garrett P. Chadwick and Margaret S. Chadwick, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jerrold K. Clinton and Laura Clinton, husband and wife**, hereinafter called the Grantee, whose current address is **8616 White Cay, West Palm Beach, FL 33411**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Lot 3, Alta Vista Subdivision, Teton County, Idaho, as the same appears on the official plat thereof recorded July 3, 1990 as Instrument No. 106172.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

NOT A PUBLIC COPY

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **609832-T (tm)**

Date: **October 04, 2016**

For Value Received, **Nolan T. Bluntzer and Katherine G. Bluntzer, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jerrold K. Clinton and Laura Clinton, husband and wife**, hereinafter called the Grantee, whose current address is **1253 East 3500 North, Driggs, ID 83422**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Lot 2, Alta Vista Subdivision, as per the plat recorded July 3, 1990 as Instrument No. 106172, records of Teton County, Idaho.

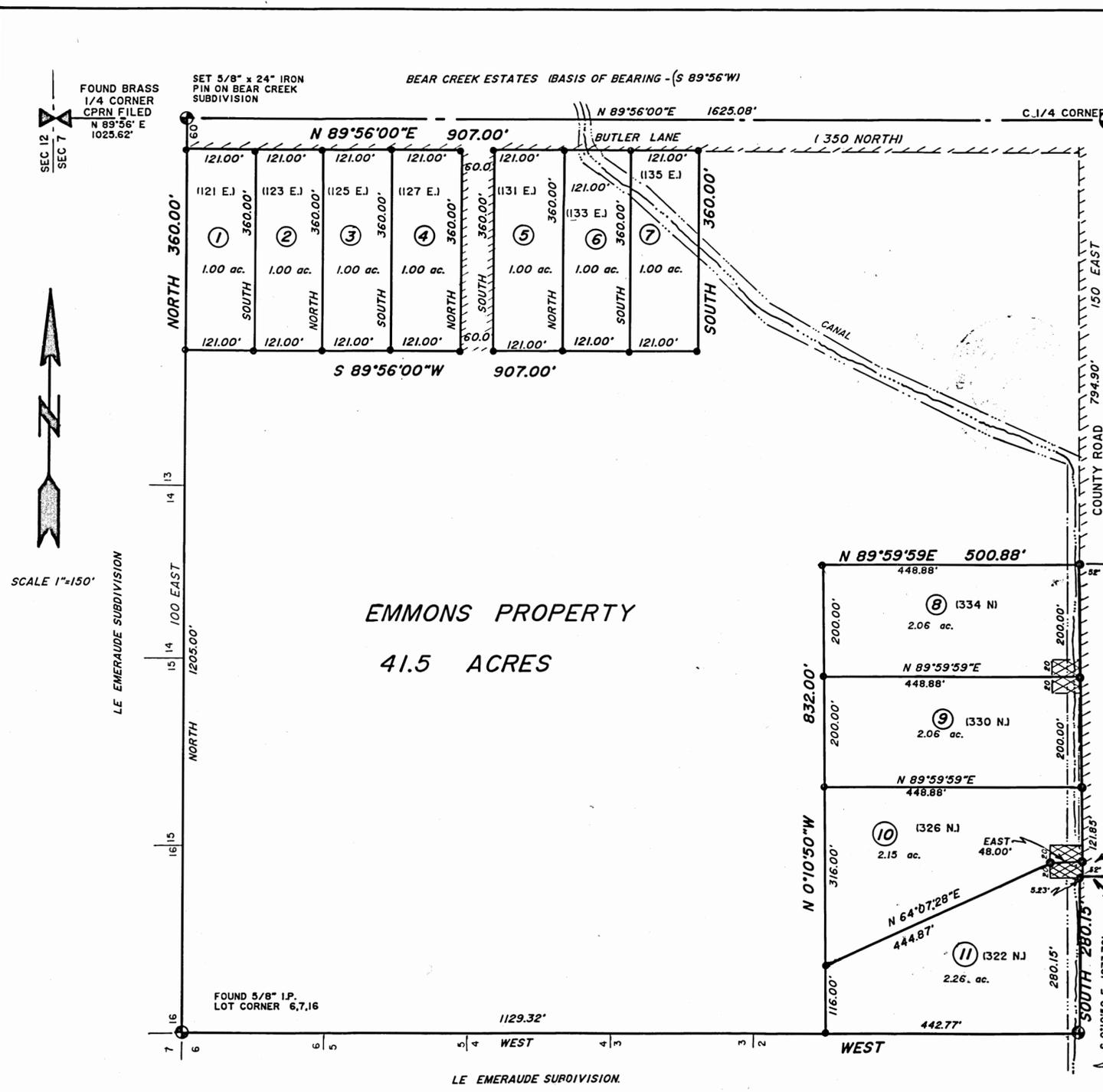
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

ALTA VISTA Subdivision

Alta Vista

Sec. 26, Twn. 4 N, Rng. 45



EMMONS PROPERTY
 41.5 ACRES

PROPERTY DESCRIPTION

A TRACT OF PROPERTY LIEING WITHIN THE NE 1/4 SW 1/4 OF SEC. 7 TWP. 5N, RNG. 46 E.B.M. TETON COUNTY, IDAHO, WITH ALTA VISTA SUBDIVISION BEING THE NORTHWEST 420 FT. BY 907 FT. AND THE SOUTHEAST CORNER 832 FT. BY 500.88 FT. OF THE TRACT OF PROPERTY BEING DESCRIBED:
 BEGINNING AT THE NORTHEAST CORNER OF THE SW 1/4 OF SEC. 7 TWP. 5N, RNG. 46 E.B.M. TETON COUNTY IDAHO AND RUNNING THENCE S 0°10'30"E, 1346.75 FT. ALONG THE EAST LINE OF THE SW 1/4 TO AN IRON PIN POINT ON THE TEWINOT SUBDIVISION; THENCE WEST 57.23 FT. TO A POINT; THENCE SOUTH 280.15 FT. TO A POINT ON THE LE EMERAUDE SUBDIVISION; THENCE WEST 1572.09 FT. TO A CORNER POINT ON LE EMERAUDE SUBDIVISION; THENCE NORTH 1625.0 FT. ALONG LE EMERAUDE SUBDIVISION TO A POINT ON THE NORTH LINE OF THE SW 1/4 AND ON BEAR CREEK ESTATES SUBDIVISION; THENCE ALONG THE NORTH LINE OF THE SW 1/4, N 89°56'E, 1625.08 FT. TO THE POINT OF BEGINNING.
 CONTAINS 60.38 ACRES IN THE WHOLE PARCEL AND 16.70 ACRES WITHIN THE SUBDIVISION.

LEGEND

- SECTIONAL CONTROL CORNERS
- SUBDIVISION POINT OF BEGINNING 5/8" x 24" IRON PIN
- 1/2" x 24" IRON PINS WITH ALUM. CAP
- PROPERTY LINES
- SECTION LINES
- CANAL 20' EASEMENT LINE
- CANAL CENTER LINE
- CANAL 20' EASEMENT LINE
- COMMON DRIVEWAY EASEMENT
- 60' FOOT ROAD AND UTILITY EASEMENT
- LOT NUMBER
- LOT NUMBERS IN ADJOINING LE EMERAUDE SUBDIVISION
- ADDRESS FOR COUNTY ADDRESS SYSTEM



COUNTY ENGINEER'S CERTIFICATE

I, JOHN W. MILLER, BEING THE COUNTY ENGINEER FOR TETON COUNTY, IDAHO, I DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.
 DATE 6-7-90 COUNTY ENGINEER

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES DUE HAVE BEEN PAID ON THE TRACT OF LAND SHOWN ON THIS PLAT.
 DATE 6-1-90 COUNTY TREASURER

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE
 DATE 6-11-90 COUNTY ASSESSOR

PLANNING & ZONING APPROVAL

PRESENTED TO THE TETON COUNTY PLANNING & ZONING COMMISSION ON THE FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 DATE 6-11-90 PZ CHAIRMAN

COMMISSIONERS' CERTIFICATE

PRESENTED TO THE TETON COUNTY BOARD OF COMMISSIONERS ON THE FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 DATE June 25, 1990 CHAIRMAN, COUNTY COMMISSIONERS

RECORDER'S CERTIFICATE

STATE OF IDAHO
 COUNTY OF TETON
 I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS 2nd DAY OF July 1989 AT 10:30 AM O'CLOCK, AT THE REQUEST OF D.W. Engstrom
 INSTRUMENT NO. 106172
 COUNTY RECORDER

HEALTH DEPT. CERTIFICATE

I HEREBY CERTIFY THAT THE SANITARY RESTRICTIONS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1326 HAVE BEEN SATISFIED AND THIS PLAT IS APPROVED FOR RECORDING BY FILING OF THIS CERTIFICATE.
 SUBJECT TO THE FOLLOWING RESTRICTIONS:
 TEST HOLES TO DETERMINE SEPARATION DISTANCE BETWEEN DRAINFIELD AND NORMAL HIGH GROUND WATER LEVEL, MUST BE PROVIDED ON EACH LOT AND WILL BE INSPECTED BY DISTRICT 7 HEALTH DEPARTMENT. ALL DRAINFIELDS ON LOTS 1 THROUGH 7 WILL BE ON THE SOUTHERN 100 FEET OF THE LOT.
 DATE May 10, 1990 DISTRICT 7 HEALTH

OWNERS' DEDICATION

BE IT KNOWN THAT WE, THE UNDERSIGNED OWNERS, DO HEREBY CERTIFY THAT WE ARE THE LEGAL OWNERS OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS TO BE KNOWN AS ALTA VISTA SUBDIVISION, TETON COUNTY, IDAHO, AND DO HEREBY GIVE, GRANT, AND DEDICATE TO THE PUBLIC FOR PERPETUAL USE ALL ROADS AND EASEMENTS SHOWN HEREON.
 IN WITNESS WHEREOF WE HAVE SET OUR SIGNATURES.
 DATE 5/29/90
 Richard W. Emmons
 Barbara V. Emmons

ACKNOWLEDGEMENT

STATE OF IDAHO
 COUNTY OF TETON
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE FOLLOWING DATE, WITNESS MY HAND AND OFFICIAL SEAL.
 DATE 7/29/1990 NOTARY PUBLIC
 MY COMMISSION EXPIRES: MAY 1992

SURVEYOR'S CERTIFICATE

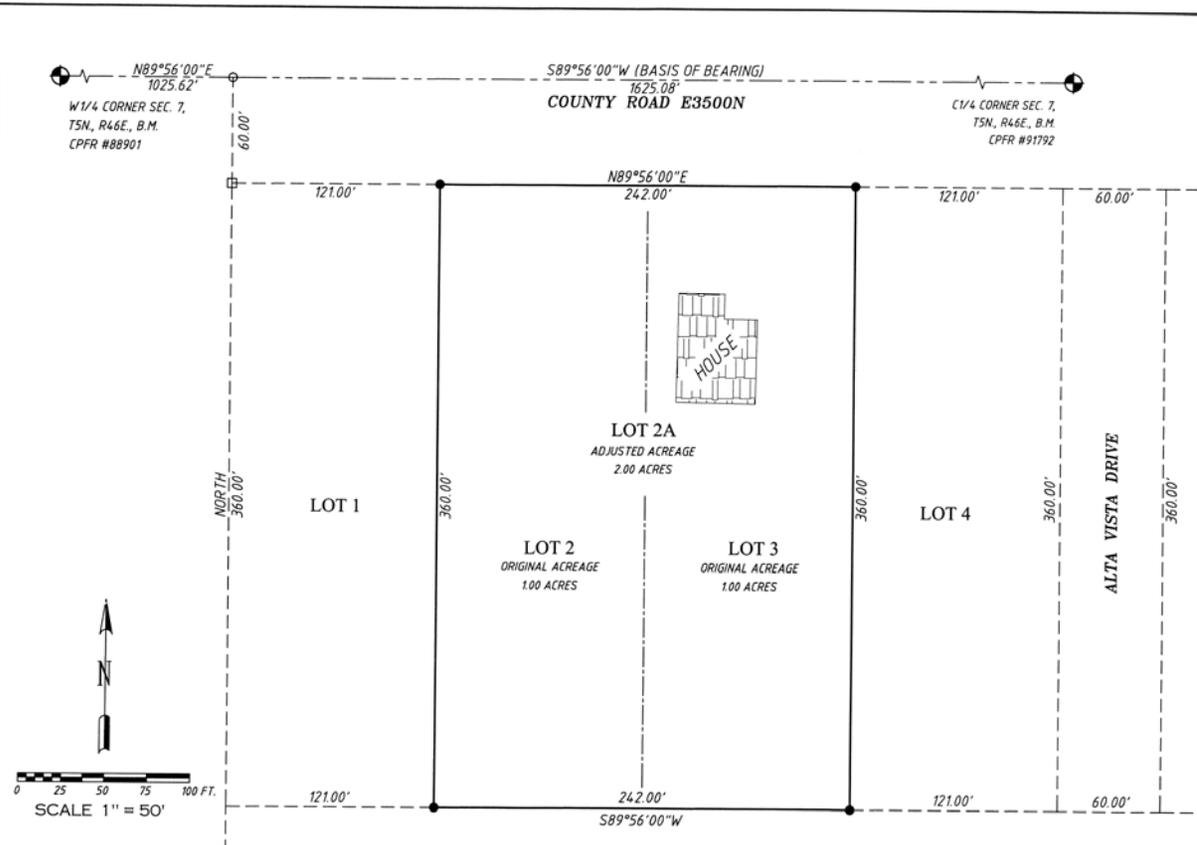
I, ARNOLD W. WOOLSTENHULME, BEING A REGISTERED LAND SURVEYOR/ENGINEER IN THE STATE OF IDAHO, NO. 2860, DO HEREBY CERTIFY THAT I DID SURVEY THE TRACT OF LAND AS HEREIN PLATTED AND DESCRIBED, AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN.
 DATE Sept. 22, 1988



NOTE: TETON COUNTY WILL NOT BE HELD RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF ANY NATURE OF ANY STREET, ALLEY, OR ROAD WITHIN THIS SUBDIVISION.

ALTA VISTA Subdivision	
NE 1/4 SW 1/4, SEC. 7, T 5 N, R 46 E, B.M. TETON COUNTY, IDAHO	
owner DICK & BARBARA VOORHEES EMMONS 1686 RELIEZ VALLEY RD. LAFAYETTE, CA. 94549	
engineer - surveyor A W ENGINEERING BOX 139 VICTOR, IDAHO 83455 787-2952	
SURVEYED SEPT. 1989	PROJECT 89-34
DRAFTED SEPT. 1989	

Insig. Plat Amend. - Attach. 3



CERTIFICATE OF PLAT REVIEW

I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND FIND IT IS CORRECT ACCEPTABLE AS PER IDAHO CODE 50-1305, AND APPROVE THIS PLAT TO BE RECORDED.

TETON COUNTY PLAT REVIEW SURVEYOR _____ 2016

PLANNING AND ZONING APPROVAL

PRESENTED TO THE TETON COUNTY PLANNING AND ZONING ADMINISTRATOR ON THE FOLLOWING DATE AT WHICH TIME THIS AMENDED SUBDIVISION PLAT WAS APPROVED AND ACCEPTED.

ADMINISTRATOR, PLANNING AND ZONING _____ 2016

TETON COUNTY COMMISSIONERS

PRESENTED TO THE TETON COUNTY BOARD OF COUNTY COMMISSIONERS ON THE FOLLOWING DATE AT WHICH TIME THIS AMENDED SUBDIVISION PLAT WAS APPROVED AND ACCEPTED FOR FILING.

CHAIRMAN, TETON COUNTY COMMISSIONER _____ 2016

RECORDER'S CERTIFICATE

LOT 2A DESCRIPTION

LOTS 2 AND 3 OF ALTA VISTA SUBDIVISION PLATTED AND RECORDED AS INSTRUMENT #106172 IN THE NE 1/4 SECTION 7, TWP. 5N, RING 46E, B.M., TETON COUNTY IDAHO BEING FURTHER DESCRIBED AS:
FROM THE NW CORNER OF LOT 1 OF SAID ALTA VISTA SUBDIVISION
N89°56'00"E, 121.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N89°56'00"E, 242.00 FEET TO A POINT;
THENCE SOUTH, 360.00 FEET TO A POINT;
THENCE S89°56'00"W, 242.00 FEET TO A POINT;
THENCE NORTH, 360.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.00 ACRES.

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LANDS SHOWN & DESCRIBED HEREON, CERTIFY THAT THE FOREGOING AMENDED SUBDIVISION OF ALTA VISTA SUBDIVISION ORIGINAL INSTRUMENT #106172, COMBINING THE ORIGINAL LOTS 2 AND 3 INTO LOT 2A AS SHOWN HEREON, IS WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

JERROLD K. CLINTON _____ 2016

LAURA CLINTON _____ 2016

STATE OF _____)
COUNTY OF _____)
ON THIS DAY _____ OF _____, 2016, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE SHOWN ABOVE, PERSONALLY APPEARED JERROLD K. CLINTON AND LAURA CLINTON, IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

EAST IDAHO HEALTH DEPARTMENT CERTIFICATE

THE SANITARY RESTRICTIONS DESCRIBED IN SECTION 50-1326 THROUGH 50-1328 HAVE BEEN SATISFIED. THE COMBINING OF THE TWO LOTS INTO ONE IS SUBJECT TO APPLICABLE STATE AND COUNTY SEWAGE DISPOSAL RULES AND ORDINANCES.

EASTERN IDAHO HEALTH DEPT _____ 2016

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED TETON COUNTY, IDAHO TREASURER HAVE REVIEWED THIS PLAT PER THE REQUIREMENTS OF IDAHO CODE 50-1308, AND DO HEREBY CERTIFY THAT ALL COUNTY TAXES FOR THE PROPERTY SHOWN AND DESCRIBED ON THIS AMENDED SUBDIVISION PLAT ARE CURRENT. PARCEL "RP00119000020" PARCEL "RP00119000020"

TETON COUNTY TREASURER _____ 2016

ASSESSOR'S CERTIFICATE

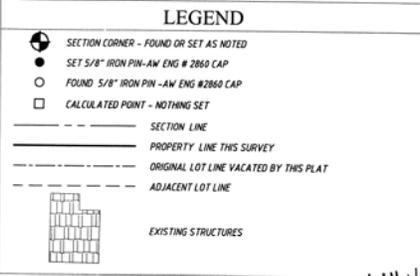
I, THE UNDERSIGNED TETON COUNTY, IDAHO ASSESSOR HAVE REVIEWED THIS PLAT PER THE REQUIREMENTS OF IDAHO CODE 50-1308, AND DO HEREBY CERTIFY THAT THE PROPERTY SHOWN AND DESCRIBED ON THIS AMENDED SUBDIVISION PLAT MEETS COUNTY AND STATE CODE.

TETON COUNTY ASSESSOR _____ 2016

TETON COUNTY FIRE MARSHAL

I HEREBY CERTIFY THAT THE PROVISIONS FOR THE FIRE PROTECTION FOR THE PROPERTY SHOWN ON THIS PLAT MEET TETON COUNTY FIRE CODE AND HAVE BEEN APPROVED BY THE FIRE DEPARTMENT.

TETON COUNTY FIRE MARSHAL _____ 2016



Received on 11-14-16 By: [Signature]
Draft # 1 Supersedes previous Y N
Submitted to BOCG or PZG Hearing
Hearing Date: 11-28-16

SURVEYOR'S CERTIFICATE

I, ARNOLD WOOLSTENHULME, BEING A LICENSED LAND SURVEYOR/ENGINEER IN THE STATE OF IDAHO NO. 2860, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THESE LOTS AS HEREON PLATTED AND DESCRIBED.

ARNOLD WOOLSTENHULME PE/PLS #2860 _____ 2016

AMENDED FINAL PLAT
- ALTA VISTA SUBDIVISION-
ORIGINAL INSTRUMENT #106172

AMENDED SUBDIVISION PLAT OF THE ORIGINAL LOTS 2 AND 3 ONLY,
NE 1/4, SW 1/4, SECTION 7, TWP. 5N, RING 46E, B.M.,
TETON COUNTY, IDAHO

OWNERS:
JERROLD K. CLINTON AND
LAURA CLINTON
1253 E3500N
DRIFSCS, ID
83422
VICTOR, ID 83455

AW ENGINEERING
255 SOUTH MAIN P.O. BOX 139
VICTOR, IDAHO 83455
(208) 787-2952
aweng@ida.net

REV: TRT: 11/09/16
SURVEY: CLC 01/31/16 DWG: TRT



Public Works Department

November 17, 2016

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

RE: Survey Review
Alta Vista Amended Subdivision Plat
Section 7, T5N, R46E B.M.

Upon review of the Alta Vista Amended Subdivision Plat (ROS), it appears to be in conformance with 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

Final 2017 rates for Regence Option II + Buy Down Account

2017 RATES	2017 Regence Premium (Option II)	2016 Regence Premium	% increase in Regence Premium	Amount for Buy Down*	TOTAL MONTHLY COST	Cost for EMPLOYEE Insurance (Regence + Buy Down)	Cost for DEPENDENT Insurance (Regence + Buy Down)	Amt paid by employee for employee (5%)	Amt paid by employee for dependents (47%)	2017 Total paid by employee	**2016 Total paid by employee	2017 Total paid by County	Amount of monthly increase for employee	% Increase for employee
Employee	407.30	370.60	9.9%	78.00	\$485.30	\$485.30	\$0.00	\$24.27	\$0.00	\$24.27	\$23.54	\$461.04	\$0.72	3.1%
Employee + Spouse	977.90	879.90	11.1%	96.00	\$1,073.90	\$485.30	\$588.60	\$24.27	\$276.64	\$300.91	\$292.10	\$772.99	\$8.81	3.0%
Employee +1 child	581.90	529.50	9.9%	143.00	\$724.90	\$485.30	\$239.60	\$24.27	\$112.61	\$136.88	\$132.94	\$588.02	\$3.93	3.0%
Employee +2 child	774.20	704.40	9.9%	167.00	\$941.20	\$485.30	\$455.90	\$24.27	\$214.27	\$238.54	\$231.32	\$702.66	\$7.22	3.1%
Family w/1 child	1,215.80	1,106.10	9.9%	114.00	\$1,329.80	\$485.30	\$844.50	\$24.27	\$396.92	\$421.18	\$408.82	\$908.62	\$12.36	3.0%
Family w/2+ child	1,215.80	1,106.10	9.9%	155.00	\$1,370.80	\$485.30	\$885.50	\$24.27	\$416.19	\$440.45	\$427.52	\$930.35	\$12.93	3.0%

Amounts for Buy Down were arbitrarily adjusted so that increase for employee = 3%

**For comparison

2017 BUY-DOWN ACCOUNT	Amount into Teton County Buy Down Account	Less Amount paid to Regence	Balance available for other insurance expenses	Paid out for Life Insurance	Paid out for Dental Insurance	Paid out for Admin Fee	Remainder available to buy down deductible in 2017	**Remainder available to buy down deductible in 2016	Enrollment on 9-30-16	Monthly change in amount for buy-down vs. 2016
Employee	485.30	407.30	78.00	\$5.84	\$15.71	\$4	\$52.45	\$72.29	21	-\$416.64
Employee + Spouse	1,073.90	977.90	96.00	\$5.84	\$15.71	\$4	\$70.45	\$51.29	12	\$229.92
Employee +1 child	724.90	581.90	143.00	\$5.84	\$15.71	\$4	\$117.45	\$112.29	5	\$25.80
Employee +2 child	941.20	774.20	167.00	\$5.84	\$15.71	\$4	\$141.45	\$116.29	4	\$100.64
Family w/1 child	1,329.80	1,215.80	114.00	\$5.84	\$15.71	\$4	\$88.45	\$37.29	3	\$153.48
Family w/2+ child	1,370.80	1,215.80	155.00	\$5.84	\$15.71	\$4	\$129.45	\$71.29	9	\$523.44
								**For comparison	54	\$616.64

County's monthly cost per employee	County's annual cost per employee	County's annual cost for all currently enrolled employees	Enrollment on 9-30-15	County's annual cost if 9-30-15 employee counts
\$461.04	\$5,532	\$116,181	19	\$105,116
\$772.99	\$9,276	\$111,311	8	\$74,207
\$588.02	\$7,056	\$35,281	3	\$21,169
\$702.66	\$8,432	\$33,728	6	\$50,592
\$908.62	\$10,903	\$32,710	4	\$43,614
\$930.35	\$11,164	\$100,478	13	\$145,135
		\$429,689	53	\$439,832
Amount in FY 2017 budget = \$460,000				

Mary Lou Hansen

From: Travis Argyle <targyle@amerins-serv.com>
Sent: Monday, October 31, 2016 11:31 AM
To: Janette Burr; Mary Lou Hansen
Subject: Life Map Dental and Life Renewal
Attachments: Teton County ID03929I 2017 Renewal Rate Sheet.pdf; ID Vision Brochure 8-15-2016.pdf

Good Morning,

Attached is your Life Map dental and Life renewal. The Life renewal is a rate hold. The dental is just a little over a 2% increase. If you recall last year they were almost 20% less then any other carrier, so I really think they are still best option. I also attached their vision plans and rates. You would obviously want to just look at the rate for voluntary plans and we would need to pick plan that makes most sense for County. Any questions please let me know.

Thank You,

Travis Argyle
Cell-208-339-3541
Office-208-529-3541
Toll free- 877-878-3541
Fax 208-529-4698

For most recent Health Care Reform updates please visit:
www.healthreformupdates.com

From: Travis Argyle <targyle@amerins-serv.com>
Sent: Tuesday, November 01, 2016 05:14 PM
To: Mary Lou Hansen
Cc: Janette Burr; Joyce Hansen
Subject: Regence final option
Attachments: Teton County Renewal options 2017 final.xls; TETON COUNTY FINAL SIGNATURE.PDF

Importance: High

Hi Mary Lou,

Sorry for the wait, but I guess patience is a virtue...we were able to get Regence down little over 4% from original proposal on the \$6,000 deductible option. So the total increase now is only 10.26%! I have attached the option sheet we presented and the sign off sheet for this option. Any questions or if you would like to review please let me know.

Thank You,

Travis Argyle

Teton County

Presented by American Insurance Service

Medical Renewal Updated Options Effective 1/1/2017

****FINAL****

Benefit	Regence Current In/Out of Network	Regence Renewal Option 1 Pref / Trad / Out	BLUE CROSS OPTION Pref / Trad / Out	Regence Option II Pref / Trad / Out
Deductible per family	\$5,000 3 x	\$5,000 3 x	\$5,000 2X	\$6,000 3x
Coinsurance	70% / 50% / 50%	70% / 50% / 50%	70% / 50% / 50%	70%/50%/50%
Out-of-Pocket	\$6,350	\$6,350	\$5,500	\$7,150
Physician Co-Pay	\$30 / \$45	\$30 / \$45	\$30	\$40/\$55
Diagnostic	\$400 First Dollar	\$400 First Dollar	70%	\$400 First Dollar
Drug Co-Pay	\$10 Generic/ \$250 Ded. 35%/50% Combined Medical	\$10 Generic/ \$250 Ded. 35%/50% Combined Medical	\$10 Generic/ \$250 Deductible/\$30/\$45 Combined Medical	\$10 Generic/ \$250 Ded. 35%/50% Combined Medical
Maternity	Yes	Yes	Yes	Yes
EAP	4 Visits	4 Visits	None	4 Visits
Complimentary Care Wellness/Preventive	None 100%	None 100%	None 100%	None 100%
Mental Health- Out	\$30/\$30/None	\$30/\$30/None	\$30/\$30/None	\$30/\$30/None
Mental Health- In	70% / 50% / 50%	70% / 50% / 50%	70% / 50% / 50%	70% / 50% / 50%
Monthly Total	\$37,079.70	\$44,307.60	\$40,440.04	\$40,884.00
Employee	21 \$370.60	\$441.40	\$410.70	\$407.30
Employee + Spouse	12 \$879.90	\$1,059.80	\$883.98	\$977.90
Employee + 1 child	5 \$529.50	\$630.60	\$571.06	\$581.90
Employee + children	4 \$704.40	\$839.10	\$809.66	\$774.20
Family	12 \$1,106.10	\$1,317.60	\$1,259.47	\$1,215.80
		19.49%	9.06%	10.26%
Annual Increase		\$86,734.80	\$40,324.08	\$45,651.60

Group Name: **TETON COUNTY**

Policy #: **ID03929I**

Anniversary Date: **1/1/2017**



LifeMap Renewal Rate Exhibit

Coverage	Rate Mode	Current Monthly Rate	Renewal Monthly Rate	Assumed Volume	Assumed Lives	Current Monthly Premium	Renewal Monthly Premium	Monthly Premium Change	Rate Guarantee Period
Basic Life Insurance									
	Per \$1,000	\$0.195	\$0.195	1,373,000	69	\$267.74	\$267.74	\$0.00	1 Year
Additional	Per \$1,000	\$0.230	\$0.230	799,500	27	\$183.89	\$183.89	\$0.00	1 Year
Basic AD&D									
	Per \$1,000	\$0.030	\$0.030	1,373,000	69	\$41.19	\$41.19	\$0.00	1 Year
Basic Dependent Life									
	PEPM	\$1.343	\$1.343		69	\$92.67	\$92.67	\$0.00	1 Year
Coverage	Rate Mode	Current Monthly Rate	Renewal Monthly Rate	Assumed Volume	Assumed Lives	Current Monthly Premium	Renewal Monthly Premium	Monthly Premium Change	Rate Guarantee Period
Dental									
	Employee	\$30.50	\$31.42		24	\$732.00	\$754.08	\$22.08	1 Year
	Employee and Spouse	\$63.68	\$65.59		13	\$827.84	\$852.67	\$24.83	1 Year
	Employee and Children	\$73.18	\$75.38		10	\$731.80	\$753.80	\$22.00	1 Year
	Employee and Family	\$106.95	\$110.16		9	\$962.55	\$991.44	\$28.89	1 Year
Coverage	Rate Mode	Current Monthly Rate	Renewal Monthly Rate	Assumed Volume	Assumed Lives	Current Monthly Premium	Renewal Monthly Premium	Monthly Premium Change	Rate Guarantee Period
Voluntary Life									
	Age-Rated	Age-Rated						No Change	1 Year
Total Group Premium						\$3,839.68	\$3,937.48	\$97.80	

Payment of premium is understood as acceptance of these rates.

LifeMap Assurance Company has partnered with Vision Service Plan (VSP) to provide your employees with valuable vision care coverage at affordable group rates. Employees are free to visit any provider of their choice; however VSP Choice Network Providers offer greater savings.

Benefits	VSP Choice Network Provider	Non-VSP Choice Network Provider
Exam Copay	\$0 or \$10	\$0 or \$10
Hardware Copay	\$25	\$25
Well Vision Eye Exam	Covered in Full*	Up to \$45*
Lenses		
Single Vision	Covered in Full*	Up to \$30*
Lined Bifocal	Covered in Full*	Up to \$50*
Lined Trifocal	Covered in Full*	Up to \$65*
Frames	Up to \$130 or \$150*	Up to \$70*
Elective Contact Lenses	Up to \$130 or \$150	Up to \$105
Low Vision Testing	Covered in Full	Up to \$125

* After any applicable copayment due from the member

- Rates are guaranteed for 12 months
- Contributory (ER Paid) rates are based on employer contribution of 75%-100%
 - Minimum participation of 2 employees or 75%, whichever is greater is required
 - 100% participation is required on an employer contribution of 100%
- Voluntary (Vol.) rates are based on employer contribution of 0%-74%
 - Minimum participation of 5 employees or 35%, whichever is greater is required
- For groups with 2-9 employees: Vision coverage is available when paired with another LifeMap line of coverage

Monthly rates are shown below.

12 • 12 • 24: Exam and lens allowances are once every 12 months, frame allowance is once every 24 months

	\$130 Frame Allowance				\$150 Frame Allowance			
	\$0 Exam Copay		\$10 Exam Copay		\$0 Exam Copay		\$10 Exam Copay	
	ER Paid	Vol.	ER Paid	Vol.	ER Paid	Vol.	ER Paid	Vol.
Member Only	5.94	7.08	5.24	6.23	6.19	7.36	5.44	6.49
Member + Spouse	11.92	14.19	10.47	12.45	12.40	14.75	10.88	12.96
Member + Child(ren)	12.76	15.18	11.20	13.34	13.25	15.77	11.64	13.87
Family	20.36	24.26	17.90	21.32	21.18	25.22	18.63	22.17

12 • 12 • 12: Exam, lens and frame allowances are once every 12 months

	\$130 Frame Allowance				\$150 Frame Allowance			
	\$0 Exam Copay		\$10 Exam Copay		\$0 Exam Copay		\$10 Exam Copay	
	ER Paid	Vol.	ER Paid	Vol.	ER Paid	Vol.	ER Paid	Vol.
Member Only	7.54	8.97	6.63	7.88	7.83	9.32	6.89	8.20
Member + Spouse	15.07	17.95	13.25	15.77	15.69	18.68	13.78	16.40
Member + Child(ren)	16.13	19.21	14.19	16.88	16.78	19.98	14.75	17.56
Family	25.79	30.70	22.66	26.98	26.81	31.93	23.57	28.05

This document is intended to give a brief overview of the product and how it may be used. This in no way serves as a certification of coverage and should be used for educational purposes only. For a copy of the full policy including all covered benefits, exclusions and limitations, please contact your insurance producer or LifeMap sales executive.

Group Name : TETON COUNTY
 Producer : TRAVIS ARGYLE
 Effective Date : January 01, 2017



Regence BlueShield of Idaho is an Independent Licensee of the Blue Cross and Blue Shield Association

Option 1 - Regence Innova	
Network	Regence PPO
Benefit Category	Regence Innova
Base Medical	Innova Unlimited Visits, \$40/55 Copay, \$6000 Ded, 70/50/50 Coins, \$7150 OOPM, Maternity
Pharmacy	\$10 Generic/\$250 Ded for Brand RX/35% Formulary/50% NonFormulary/OOPM Combined with Medical
Riders (Optional)	EAP - 4 visits
Mental Health and Chemical Dependency	Mental Health and Chemical Dependency 70/70/50 Inpatient, 100% Outpatient after \$40 copay for Cat 1 & 2, without Limits
Maternity	Maternity

Medical Rates		
	Rate	Count
Employee	\$ 407.30	21
Employee/Spouse	\$ 977.90	12
Employee/1 Child	\$ 581.90	5
Employee/2+ Child	\$ 774.20	4
Family	\$ 1,215.80	12

Rate Summary			
	Premium Amount	Employer Contribution	Employer Responsibility
Employees	\$ 21,994.20	90.00 %	\$ 19,794.78
Dependent	\$ 18,889.80	45.00 %	\$ 8,500.41
Total	\$ 40,884.00	^	\$ 28,295.19

Final rates are subject to change if the group's enrolled census and other underwriting criteria are different from the census and assumptions used in developing the rates. For a complete list of rating assumptions, please refer to the Underwriting Assumptions document.

I acknowledge this rate sheet includes a summary of the benefit plan selected and rates associated with this plan for the effective date indicated. I understand this summary does not provide a full description of the benefit plan selected and that the complete details of the plan can be found in the contract.

Signature: _____

Date: _____

**Teton County Ambulance Service District
Minutes: November 14, 2016**

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

AGENDA

1. Approve Available Minutes
 2. ID Department of Health and Welfare Grant – Air Transport Spine Boards
 3. Medical Director Contract
 4. Fire District/ASD Contract
-

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Prosecutor Kathy Spitzer

FIRE DISTRICT PERSONNEL PRESENT: Commissioners Jason Letham and Kent Wagener; Chief Brett Campbell

TETON VALLEY HEALTH CARE PERSONNEL PRESENT: CFO Wesley White, Director Robert Whipple, MD

Chairman Leake called the meeting to order at 1:05 pm.

● **MOTION.** Commissioner Park made a motion to approve the October 24 minutes as written. Motion seconded by Commissioner Riegel and carried unanimously.

ID DEPARTMENT OF H & W GRANT.

The grant for the spine Boards was denied but the ASD bought them and will keep them. The purchase will come out of the ASD budget.

MEDICAL DIRECTOR CONTRACT. Chief Campbell said Dr. Wells and Dr. Cook have an interest in serving as the medical director. Dr. Smedley was confused as to who he would be working for and who would be in charge. Chief Campbell was also concerned that If someone is not hired soon, Dr. Johnson will step down. Commissioner Riegel reminded Chief Campbell of the discussions they had in June in regards to hiring a medical director and she would like the ASD Board involved in the hiring process. Chief Campbell would prefer to handle the interviews himself because he is not even sure that the ASD would be on the contract or would even be paying the bill. Commissioner Riegel wants to insert herself into the process because she is tired of being told it will get done, yet nothing has happened. Chief Campbell will report back to the ASD in a month after discussions with the doctors. In the meantime, he agreed to stay engaged with Commissioner Riegel.

ASD CONTRACT WITH FIRE DISTRICT. The Board reviewed the draft contract and requested Prosecutor Spitzer to make changes and clarifications. Chairman Leake was concerned about the paragraph regarding an advisory committee and wished to establish certain criteria for that committee. Ms. Spitzer will make the changes and have the contract ready for next meeting on November 28, 2016 at 1:00pm.

● **MOTION.** At 1:50pm Commissioner Park made a motion to adjourn the meeting. Motion seconded by Commissioner Riegel and carried unanimously.

Bill Leake, Commissioner

ATTEST

Julie Wenger, Clerk

AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement (the “Agreement”) is entered into by and between Teton County Ambulance Service District (the “Ambulance District”) and the Teton County Fire Protection District (the “Fire District”).

SECTION ONE: Obligation of Fire District to Provide Emergency Medical Services and Ambulance Services.

1. The Fire District will provide ambulance services to citizens within the boundaries of the Ambulance District (Teton County, Idaho), on the public lands surrounding the Ambulance District, and may provide ambulance services to citizens in the adjoining Wyoming lands on the west side of the Tetons, subject to agreement between Teton County, Wyoming Board of County Commissioners and the Fire District.
2. The Fire District shall provide one licensed Medical Doctor to serve as Medical Director for ambulance service. The Medical Director shall be an employee of the local hospital, Teton Valley Health Care, Inc., or a member of a physicians group contracted with Teton Valley Health Care.
3. The Fire District will establish and maintain a schedule of qualified emergency medical personnel that are available to operate the ambulance service around the clock each day of the year (24/7/365). Two Advanced Life Support ambulances will be staffed at all times. One of these ambulances will be based in the City of Victor and one in the City of Driggs.
4. All expenses of operating and providing EMS and ambulance services will be covered by, and shall be the responsibility of, the Fire District. These expenses include, but are not limited to, the regular maintenance, repair and upkeep of all ambulances, property and equipment utilized by the Fire District, and the purchase of fuel for the ambulances.
5. The Fire District shall be responsible for billing and collecting fees for all EMS services. The Fire District is permitted to bill and collect fees from any users or customers of the EMS and ambulance services in accordance with all relevant law. The Fire District is entitled to retain all receipts from third parties (including payments made by Medicaid, Medicare, their insurance companies or any other third parties). Additionally, the Fire District is entitled to all receipts of any payments made by Teton County Wyoming or the State of Wyoming or any party making payments for the provision of ambulatory and EMS services in the State of Wyoming.
6. The Fire District shall be responsible for ensuring that ambulance service complies with, and is provided in accordance with, all Federal, State, local and any other applicable laws and regulations. All ambulances and equipment will be supplied with at least at the minimum EMS service level (Paramedic) as required by the State of Idaho, Department of Health and Welfare, Bureau of Emergency Medical Services; and as required by the local scope of practice as determined by the Medical Director.
7. The Fire District’s medical liability, including HIPAA coverage, shall extend to and cover all ambulance services and staff at the Fire District. Any agencies that the Fire District contracts with will also be covered by the same or similar medical liability insurance. The Fire District shall be responsible for obtaining or otherwise providing property, casualty and liability insurance coverage for the ambulances, other vehicles, property and equipment.
8. So long as the Fire District provides ambulance services in Teton County, Idaho, the Fire District agrees to not utilize any provision of Idaho Code that allows a taxing district to recover any foregone

increase in taxes (currently found in Idaho Code § 63-802(1)(e)). This provision shall survive any termination of this Agreement.

9. The Fire District shall establish an Emergency Services Advisory Committee. Two representatives of Teton Valley Health Care, Inc. who are appointed by the Board of Directors of Teton Valley Health Care, Inc. shall serve on the Committee. The Fire District shall also seek to have representatives from local government entities, relevant agencies, and citizen representatives from both Teton County, Idaho and Alta, Wyoming. The Emergency Services Advisory Committee shall be established within two (2) months of execution of this Agreement and shall meet at a frequency as determined by the members of the Board.
10. The Fire District will pay 25% of the total annual (fiscal year) costs of Teton County Dispatch services.

SECTION TWO: Obligation of Teton County Ambulance Service District.

1. The Ambulance District will allow the Fire District to use all personal property, vehicles, equipment, and supplies owned by the Ambulance District and related to ambulance care and operation. Ambulance District shall allow the Fire District to use, care, repair and maintain all the ambulances owned by the Ambulance Service District as provided herein.
2. The Ambulance District will purchase a new defibrillator / monitor for the use of the Fire District.

SECTION THREE: Adherence to Applicable Laws, Regulations and Standards.

The Fire District shall comply with all laws, ordinances, codes and regulations of federal, state and local governments that are applicable to the performance of this Agreement. Throughout the term of this Agreement, the Fire District agrees to abide by all applicable laws, regulations and standards necessary to maintain appropriate licensure and accreditation. The Fire District shall comply with all laws, ordinances, codes and regulations of federal, state and local governments that are applicable to the performance of this Agreement, including but not limited to those necessary to maintain appropriate licensure and accreditation, 42 U.S.C. §1320a-7b(b) (commonly known as the federal health care program anti-kickback statute), and 42 U.S.C. §1395nn (commonly known as the Stark law), the Emergency Medical Treatment and Labor Act (EMTALA) and any other federal or state law provision governing fraud and abuse or self- referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein. In addition the parties agree to abide by Idaho statutes governing the operation of ambulance and EMS facilities, including those promulgated for the Idaho Time Sensitive Emergency System and Trauma Registry (established by Idaho Code §57-2003).

SECTION FOUR: Excluded Provider Representation and Warranty.

The Fire District represents and warrants that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320A-7B-(f) (the "federal health care programs"), and (ii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement. The Fire District shall immediately notify the Ambulance district of any change in the status of the representation

and warranty set forth in this Section. Any breach of this Section by a party shall give the other party the right to terminate this Agreement immediately for cause.

SECTION FIVE: HIPAA and HITECH.

To the extent applicable to this Agreement, Fire District agrees to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § I 320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements." Each party agrees to enter into any further agreements, including but not limited to business associate agreements, as necessary to facilitate compliance with Confidentiality Requirements.

SECTION SIX: Term of Agreement and Notices

1. This Agreement shall be effective commencing October 1, 2016 and continuing for a period of three years unless terminated by the mutual agreement of the parties, or as otherwise provided herein.
2. Termination for Cause.
 - a. A material breach by any party, and that party's failure to cure such breach within ten (10) days of the non-breaching party providing written notice of the breach. Should such failure exist, at the Ambulance district's option, the Fire District may be obligated under this Agreement for a maximum of one-hundred eighty (180) days or until the Ambulance District has in place an alternate provider for ambulance service in order to fulfill their commitment to the community.
 - b. If based on a determination that any material provision of this Agreement violates applicable law or regulations and in such case that such violation is not cured, termination would be immediate. Should the Fire District become decertified by the State of Idaho, Department of Health and Welfare, this agreement would terminate immediately. The Fire District will assist the Ambulance District in all ways possible in securing ambulance service to fulfill their commitment to the community.
3. This Agreement may be terminated without cause by either party by providing written notice to the other party one-hundred eighty (180) days in advance of the termination. If all parties agree in writing this Agreement may be terminated at any time.
4. Upon Termination of this Agreement, whether for cause or not, the Fire District shall preserve for six (6) years, or the amount of time as required by law, any records required to maintain compliance with Federal, State, or Local laws, rules, or regulations (example – all MSDS sheets, all Health and Safety requirements and records required by OSHA, HIPAA, etc.).
5. Unless otherwise specifically provided, any and all notices required or permitted under this agreement shall be in writing and shall be deemed delivered upon personal delivery or three (3) days after mailing thereof when properly addressed and deposited in the United States Mail, first class, postage paid. Notices shall be properly addressed if addressed to the parties as follows:

If to Ambulance District:
Governing Board, Teton County Ambulance District
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

If to the Fire District:
Attention: Fire Chief
P.O. Box 474
Driggs, ID 83422

SECTION SEVEN: Indemnification

The Fire District agrees to defend, indemnify, keep and hold harmless the Ambulance District, its Commissioners, officers, representatives, agents, volunteers, and employees from and against any lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys fees, for or on account of any injury or damage to any person or property or any death, which may arise or which may be alleged to have arisen out of, or in connection with the work, goods and/or services covered by this Agreement. The obligation to indemnify the Ambulance District shall survive the termination or expiration of this Agreement.

This Agreement is accepted by the undersigned parties as of: _____ (Acceptance Date)
And entered into the official minutes of the Teton County Ambulance Service District on:
_____ (Meeting Date)

Accepted by:

Bill Leake, Chairman, Teton County Ambulance Service District

Date: _____

Brett Campbell, Fire Chief, Teton County Fire Protection District

Date: _____

Chair, Teton County Fire Protection District Commissioners

Date: _____

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And entered into the official minutes of the Teton County Ambulance Service District on:

_____ (Meeting Date)

Accepted by:

Bill Leake, Chairman, Teton County Ambulance Service District

Date: _____

Brett Campbell, Fire Chief, Teton County Fire Protection District

Date: _____

Chair, Teton County Fire Protection District Commissioners

Date: _____



11/16/2016
Teton County Fair Board
Memo to the Board of County Commissioners
RE: Request to hire Fair Groundskeeper

The Fair Board would like to hire Lane Hillman to be the fair groundskeeper. Lane will be responsible for grooming and maintaining the riding arenas, irrigation, trash pick-up, small carpentry jobs and miscellaneous maintenance items at the fairgrounds. Lane provided these services for many years to the fair board as a volunteer. He is a qualified tractor operator and knows how to operate our equipment.

Board approval is needed to offer a starting salary greater than 86%. We would like to pay Lane \$17/hour for his duties at the fairgrounds. He is qualified for this position and will be paid part-time hourly. His anticipated winter hours are 10 hours a month and 60 – 100 hours per month in the summer, and we have accounted for this rate in our FY2017 budget.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Katie Salsbury".

Katie Salsbury, *Teton County Fair Board Chair*

Board of Teton County Commissioners

MINUTES: October 24, 2016

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

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

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. Landfill September 2016 Sampling Event
 - b. Franchise Agreement for Collection and Disposal of Materials in Teton County
2. Road and Bridge
 - a. W7000S Gravel Overlay
3. Engineering
 - a. Approval of Teton Creek Corridor Alignment Across Teton County Property
 - b. Approval of Teton County to Adopt Teton Creek Corridor Easement
 - c. Gravel Pit Reclamation
 - d. Approval to Award \$1000E Darby Creek Culvert Replacement Project to MD Landscaping
 - e. W6000S Fox Creek Re-Alignment Mitigation
 - f. Packsaddle Road Vacation

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

PLANNING – Kristin Owen

1. Nutrient Pathogen (NP) Waiver for Ross Meadow Subdivision
2. Nelson Subdivision NP Waiver Request
3. Code Enforcement Update
4. County Codes Update
5. Senior Planner Update

BUILDING – Wendy Danielson

1. Building Permit Reports
2. Code Compliance
3. Continuing Education

IT/EMERGENCY MANGEMENT – Greg Adams

1. Current Projects Update
2. Approval of IT and Emergency Management Office Location
3. Domain for Parks and Recreation Website
4. Future Projects
5. Future Appointments

CLERK – Chief Deputy Jenifer VanMeeteren-Shaum

1. Canvass of Nov. 8 Election Results
2. Approval of Annual Juvenile Justice Financial Report

1:00 AMBULANCE SERVICE DISTRICT

1. Approval of Available Minutes
2. ID Department of Health and Welfare Grant – Air Transport Spine Boards
3. Medical Director Contract
4. Fire District/ASD Contract

3:00 SHERIFF – Sargent Don Shaw

1. Approval to Pay New Deputy a Starting Salary of 91% of Market Value

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

1. Approve Available Minutes
2. Other Business
 - a. Certificates of Residency
 - b. Priorities Review
 - c. Beer & Wine licenses, if any
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

ADJOURNMENT

Upcoming Meetings

November 28, 9 am Regular BoCC Meeting
December 12, 9 am Regular BoCC Meeting
December 27, 9 am Public Hearing,
Continuation of Packsaddle Road
December 27, 9 am Regular BoCC Meeting
January 9, 9 am Regular BoCC Meeting
January 23, 9 am Regular BoCC Meeting

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Prosecutor Kathy Spitzer

Chairman Leake called the meeting to order at 9:00 am and led the Pledge of Allegiance.

OPEN MIC

Kendall Jolley, Janine Jolley and Arnold Woolstenhulme all spoke in favor of a Nutrient Pathogen Waiver for Ross Meadows Subdivision.

PUBLIC WORKS

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

SOLID WASTE. The sampling event report was reviewed and Mr. Johnson stated there were no hits in any of the wells for the second time in a row. (Attachment #2)

FRANCHISE AGREEMENT. Dave Hudacsko from RAD reviewed his annual Executive Summary for 2016 (Attachment #3). Mr. Hudacsko explained, as Section 16 of the franchise agreement allows for franchisee to request adjustments once a year, RAD is requesting a rate adjustment in order to normalize rates across the board to the whole valley.

Mr. Johnson reviewed the rate adjustment list (Attachment #4) and realized there was more than a 4% rate increase to most of the services. As Mr. Johnson had not received the rate sheet until that morning, he asked to take some time to review the information and come back with a recommendation at the next meeting.

ENGINEERING

TETON CREEK CORRIDOR.

Tim Adams with Teton Valley Trails and Pathways (TVTAP) discussed with the Board their October 12th request for a pathway easement along the edge of the former landfill property owned by Teton County in order to connect the pathway to Cemetery Road. (Attachment #5)

- **MOTION.** Commissioner Riegel made a motion to approve Teton Creek Corridor public pathway easement alignment as presented. Motion seconded by Commissioner Park and carried unanimously.
- **MOTION.** Commissioner Riegel made a motion for Teton County to adopt Teton Creek public pathway easement as presented. Motion seconded by Commissioner Park and carried unanimously.

GRAVEL PIT RECLAMATION. (Attachment #6) Mr. Johnson received a call from the State Board of Land Commissioners earlier this month in regards to what was being done for reclamation on the old pit located on Highway 33. In 2000, a reclamation plan was submitted by then Road & Bridge Supervisor, Ralph Egbert and although the plan was never signed by the commissioners, Teton County is on the hook for completing the reclamation unless the current owner (Josh Thulin) agrees to accept responsibility for the reclamation.

Mr. Johnson, Gary Billman from the Idaho State Board of Lands and Mr. Thulin visited the site on October 28th to discuss how the County will proceed.

Mr. Johnson recommends moving forward to reclaim the pit and says the materials left over from the Badger Creek project are acceptable for use in the reclamation project. He believes the contractor for the Badger Creek project will move the material from its current location to a State pit adjacent to the site, thus saving the County approximately \$300,000. The State will let the County store the materials there until at least next spring.

Prosecuting Attorney Kathy Spitzer recommended waiting until the Idaho State Board of Lands sent the matter to the State Attorney General. She says since Mr. Egbert put the plan for reclamation to the State without commissioner approval, she does not believe the county is not legally bound. She says Mr. Thulin will not accept the reclamation plan and will not allow Teton County on site to do the reclamation. She also noted that since it is

still being used as a pit, the reclamation cannot be started. Chairman Leake asked Ms. Spitzer to contact the AG's office to discuss the matter. He also asked Mr. Johnson to see if the contractor is willing to move the material to the state pit on Hwy 33 and inquire how long the material can remain at the State pit.

S1000E DARBY CREEK CULVERT REPLACEMENT PROJECT

The bids were opened on October 28th and MD was awarded the contract. (Attachment# 7) MD Nursery's bid was significantly lower than the other two but they are confident in the bid they have given to the County.

- **MOTION.** Commissioner Park made a motion to approve the award of the project to MD Landscaping not the exceed \$58,613.00. Motion seconded by Commissioner Riegel and carried unanimously.

PACKSADDLE ROAD VACATION.

Mr. Johnson has presented options to the applicant and is awaiting their response. The hearing has been continued until December 27,2016. Chairman Leake asked Mr. Johnson to call the Kay's and Bainbridge's to see if they would be willing to sell to the county as that would be a better safety option.

PLANNING

Administrator Kristin Owen reviewed her update memo (Attachment #8).

NUTRIENT PATHOGEN (NP) WAIVER FOR ROSS MEADOW SUBDIVISION.

- **MOTION.** Commissioner Riegel made a motion to approve the NP (Nutrient Pathogen) waiver for Ross Meadows Subdivision with the following condition: A section in the development agreement will be added that the Nutrient Pathogen waiver shall be reconsidered should a building permit be applied for on either property. Motion seconded by Chairman Leake.

Commissioner Park was opposed to the motion. He interpreted Title 9 to say that because the study is not required by IDEQ or Eastern Idaho Public Health, the NP should be waived without conditions. Chairman Leake reminded him that the County requires an NP study be performed as the property is located in a wetlands and waterways overlay.

NUTRIENT PATHOGEN (NP) WAIVER FOR NELSON SUBDIVISION.

This property located along Fox Creek and already has two lots and two homes, as well as septic on property. The applicant only wants to split the property so her son can own his home on his own property.

- **MOTION.** Commissioner Park made a motion to approve the NP waiver for Nelson Subdivision with one criteria: A section in the development agreement will be added that says the Nutrient Pathogen Evaluation will be required if a building permit requires additional septic capacity. Motion seconded by Commissioner Riegel and carried unanimously.

CODE ENFORCEMENT UPDATE. The attorney for BYU-I responded to the code enforcement letter they received from the County. (Attachment #9) They felt they are conforming even though they have gone from a 2-year to a 4-year college. Ms. Owen said the issue is that the property is not just being used by the students, it's being used by the public. Ms. Owen asked if the Board wished for her to continue pursuing this as a code violation. Commissioner Riegel stated she would like BYU-I to work with County on applying for a Conditional Use Permit (CUP) as they have uses that keep on expanding and she would like the County to be able to enforce things in the future. Ms Spitzer stated the County cannot force them to apply for a CUP. Commissioner Park expressed the desire to see the CUP for NOLS to make comparisons. The Board would like Ms. Owen and Ms. Spitzer to compose a letter requesting BYU-I to apply for a CUP.

Ms. Owen has sent a letter to Oliver Riehl in regards to the multiple code violations, including no Certificates of Occupancy for any buildings on his property. (Attachment #10) To date, she has received no response.

COUNTY CODES UPDATE. Ms. Owen reported that she has been working on the code enforcement process and hopes to have the draft completed this week. She indicated this will be an amendment to Title 1 and could be used by all county departments. She is also drafting a proposed amendment to Title 8 which addresses temporary uses. The present language is vague and she feels it needs to be updated before the 2017 Eclipse.

SENIOR PLANNER POSITION. The position was offered to one candidate and they declined. Ms. Owen then offered it to another candidate and he is interested, but would like to be able to finish up some projects for his current employer on his own time while working for the County. Commissioner Riegel feels there should be a time limit to how long he would give assistance to that employer. Ms. Owen said she will put something in writing to the candidate about the time frame and will give him a possible start date in December.

BUILDING. Ms. Danielson presented her monthly update. (Attachment #11)
Building permits continue to come in and Ms. Danielson received three more that morning. She was happy to report a success story on a code compliance issue.

IT/EMERGENCY MANAGEMENT. Greg Adams reviewed his monthly report. (Attachment #12)
After discussion, the Board agreed Mr. Adams, Mr. Leidorf and the new part time emergency management technician move their offices to the Armory temporarily until the new employee is up to speed.

● **MOTION.** Commissioner Reigel made a motion to approve the letter to Veristar, Inc to register tetonparksandrec.gov as a website. Motion seconded by Commissioner Park and carried unanimously. (Attachment #13)

AMBULANCE SERVICE DISTRICT

● **MOTION.** At 1:04 pm Chairman Leake made a motion to recess the Commissioner meeting and convene as the Teton County Ambulance Service District. Motion seconded by Commissioner Park and carried unanimously. (See Attachment #14 for draft minutes of the Ambulance Service District meeting.)

The Commissioner meeting resumed at 1:57 pm.

● **MOTION.** At 1:58pm Chairman Leake moved to go into executive session per IC74-2016 (1)(f) for pending legal matters. Motion seconded by Commissioner Park and a roll call vote showed all in favor. The executive session ended at 2:20 pm.

SHERIFF

Sargent Don Shaw with Sheriff Department asked approval to pay their new deputy (Kendall Bowser) a starting salary at 91% of Market Value, because he comes to the county with 19 years of experience and is already POST certified.

● **MOTION.** Chairman Leake made a motion to hire new deputy Kendall Bowser at 91% of market rate. Motion seconded by Commissioner Park and carried unanimously.

ADMINISTRATIVE

● **MOTION.** Commissioner Riegel made a motion to approve the minutes of October 24th and October 31st. Motion seconded by Commissioner Park and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve Certificates of Residency for Ariel Martinez and Samantha Olsen. Motion seconded by Chairman Leake and carried unanimously.

● **MOTION.** Commissioner Park made a motion that the Board of Canvassers hereby certifies the results of the November 8, 2016 General Election as shown in the Election Abstract prepared by the Clerk. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #15)

COMMITTEE REPORTS.

Commissioner Riegel attended a High Country RC&D meeting where she learned about two projects seeking assistance. She described the first as Heroes on Wheels. They refurbish electric wheel chairs for veterans and are located in Rexburg. She said the other is a school located on the Blackfoot Indian Reservation. Both have requested help with grant writing.

On October 27th, Chairman Leake attended the Eastern Idaho Community Action Part Annual meeting where they updated their strategic plan for affordable housing, Head Start, weatherization and senior support. On October 10th he attended the Eastern Idaho District Health meeting committee looking to expand Medicaid. Despite the federal funding available to the state, the legislature refuses to accept any funding for expanding Medicaid. He indicated they will be writing a letter to the legislature to ask them to get together again for further discussion.

Commissioner Park had no committee meetings to report.

● **MOTION.** Commissioner Reigel made a motion to approve the Idaho Juvenile Justice annual report as presented. Motion seconded by Commissioner Park and carried unanimously.

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

General	97,801.01
Road & Bridge.....	60,166.86
Court & Probation	4,664.00
Court-Restitution	7,414.50
Court-Bonds	1,648.50
Elections-State.....	402.24
Solid Waste.....	31,953.95
Weeds	400.07
Road, Special.....	308.75
E911.....	3,760.70
Ambulance.....	114.55
Mosquito Abatement	20,833.33
Vessel Fund	320.00
Fairgrounds & Fair	2141.05

TOTAL \$231,929.51

● **MOTION.** At 3:50pm, Commissioner Park made a motion to adjourn. Motion seconded by Commissioner Riegel and carried unanimously.

Bill Leake, Commissioner

ATTEST _____
Julie Wenger, Clerk

- Attachments: #1
- #2
- #3
- #4
- #5
- #6
- #7
- #8
- #9
- #10
- #11
- #12
- #13
- #14
- #15

Certificates of Residency 2016 - 2017

Anderson

Alex

CSI

RESOLUTION NO. _____ - 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIGGS, IDAHO, FINDING A SHORTAGE OF SAFE OR SANITARY DWELLING ACCOMODATIONS IN THE CITY OF DRIGGS AVAILABLE AND AFFORDABLE TO PERSONS OF LOW INCOME; DECLARING A NEED FOR A HOUSING AUTHORITY TO OPERATE WITHIN THE CITY OF DRIGGS; AND AUTHORIZING THE APPOINTMENT OF A JOINT HOUSING AUTHORITY WITH THE CITIES OF TETONIA AND VICTOR, IDAHO AND TETON COUNTY, IDAHO.

THIS RESOLUTION, made on the date hereinafter set forth by the City Council of the City of Driggs, Idaho, a municipal corporation under Idaho Law, hereinafter referred to as the "City."

WHEREAS, the Driggs City Council has received and reviewed the Housing Needs Assessment, dated November 18, 2014, which was prepared for Teton County and neighboring counties by qualified consultants;

WHEREAS, said Housing Needs Assessment, shows that there is a shortage of safe or sanitary dwelling accommodations in Teton County, including in the cities of Driggs, Tetonia and Victor, that are available and affordable to persons of low income;

WHEREAS, the need for affordable housing for persons of low income appears to be increasing and to require programs which a housing authority is empowered to provide;

NOW THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF DRIGGS, IDAHO, AS FOLLOWS:

Pursuant to Idaho Code Section 50-1905,

The City Council of the City of Driggs finds that there is a shortage of safe or sanitary dwelling accommodations in the City of Driggs available to persons of low income or rentals they can afford.

The City of Driggs hereby joins with Teton County, Idaho and the Cities of Tetonia, Idaho and Victor, Idaho in the creation of the joint Teton County-Driggs-Tetonia-Victor Housing Authority, which shall become active upon the appointment of two commissioners by Teton County, two commissioners by City of Driggs, two commissioners by City of Victor and one commissioner by City of Tetonia.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the City Council of the City of Driggs, Idaho, on November 1, 2016.

Signed by the Mayor, and attested by the City Clerk, on this _____ day of _____ 2016.

APPROVED:

ATTEST:

By _____
Mayor

By _____
Clerk

CATASTROPHIC HEALTH CARE COST PROGRAM

700 W. Washington St., Boise, ID. 83702 Phone: (208) 345-1366

Fax: (208) 345-0379

kmooney@idcounties.org

TO: BOARDS OF COUNTY COMMISSIONERS
Districts 2, 4 AND 6

FROM: Kathryn Mooney, Program Director

DATE: November 14, 2016

SUBJECT: Elections: Board of Directors

The Catastrophic Health Care Program Board of Directors positions for IAC districts 2, 4, and 6 expire on December 31st of this year.

The current Board member representatives in these districts are:

District 2	Greg Johnson, Lewis County
District 4	Paul Christensen, Cassia County
District 6	Roger Christensen, Bonneville County

Use the enclosed nomination form **if** your BOCC would like to nominate someone to run for this position. THIS IS NOT THE BALLOT.

The term of office for these positions is two years (January 1, 2017 – December 31, 2018). **ONLY if** your county would like to nominate someone, please return the attached nomination form via email to kmooney@idcounties.org. Please return this form as soon as possible, but no later than November 30, 2016.

This is not the Ballot. We will send out a **ballot** to each Board of County Commissioners for the final vote.

Please call the CAT program office at the number listed above, if you have any questions.



2016 NOMINATION FORM
Board of Directors
Catastrophic Health Care Cost Program

Please Complete and Return by E-MAIL OR FAX TO:
Kathryn Mooney kmooney@idcounties.org or Fax: 345-0379

NO LATER THAN *November 30, 2016*

County Responding: _____

CAT Board Member Nominee from District 2: _____

Nominee's County: _____

Commission Chairman

ATTEST:

_____ County Clerk



FROM: County Executive Assistant, Holly Wolgamott
TO: Board of County Commissioners
RE: Executive Assistant Update
MEETING: November 28, 2016

1. E-news Bulletin
 - a. The November e-news bulletin was sent out on November 23rd. I am open to suggestions for articles for the December e-news bulletin. The few I have in mind are:
 - Planning Department Administrator Resignation and Plan Going Forward (hours, expectations for service, etc.)
 - BOCC Calendar for 2017
 - Happy Holidays from Teton County
2. Court House Mural Plaques

Due to my vacation and busy schedule upon my return, I have not had time to move forward on this but will have a report at the next BOCC meeting.
3. Employee Committee
 - a. The next Employee Committee meeting will be held on Tuesday November 29th at 1:00 pm in the Commissioners' Chambers.
4. ACCELA Software
 - a. The kick off meeting for this project is scheduled for November 30th at 10:00 am. The intent of that meeting is to establish a timeline of the project from start to finish. I will update the board on the schedule at the December 12th meeting.
5. 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.