

Teton County Idaho Commissioners' Meeting Agenda
Tuesday December 27, 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

- b. Gravel Pitt SH33
- c. Approval of Increase to Darby Creek Box Culvert Contract
- d. Approval of IDPR Application
- e. Bates Boat Ramp Site Development

9:00 PACKSADDLE ROAD PROJECT CONTINUED PUBLIC HEARING

1:00 AMBULANCE SERVICE DISTRICT

- 1. Approve Available Minutes
- 2. Fire/ASD Agreement
- 3. Wyoming Payments

10:00 PUBLIC HEARING: Conditional Use Permit Application from Anthony Owens for Valley Wide Cooperative Propane

2:00 IDPR RECREATIONAL TRAILS GRANT – Sven Taow

PLANNING – Holly Wolgamott

- 1. List of Planning and Zoning Applications
- 2. Driggs Area of Impact Discussion
- 3. Draft Land Use Code

CLERK

- 1. FY16 Road and Street Report
- 2. FY16 Vessel Fund Report

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

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

- 1. Approve Available Minutes
- 2. Other Business
 - a. Beer & Wine licenses, if any
 - b. Approval of Contract with Applied Communications
 - c. Approval of Housing Authority Intergovernmental Agreement
 - d. Approval of Non-Motorized Pathways Ordinance
 - e. Eclipse 2017 Planner
 - f. Executive Assistant Report
 - i. Approval of Changes to PTO and LTI Policy
- 3. Committee Reports
- 4. Claims
- 5. Executive Session as needed per IC74-206(1)(a) and (f)

PUBLIC WORKS – Darryl Johnson

- 1. Solid Waste
 - a. Cardboard Bailer Purchase
 - b. Action Excavation Request for Reimbursement
- 2. Road & Bridge
 - a. Plowing Update
 - b. Ski Hill Road Conditions
 - c. Sanding Roadways and Intersections
 - d. Approval to Assist Downtown Driggs Community Association with the Snow Sculpture Event
- 3. Engineering
 - a. Cedron Road Shoulder Improvement Project

ADJOURNMENT

Upcoming Meetings

January 9 9:00 am Regular BoCC Meeting	February 13 9:00 am Regular BoCC Meeting	March 13 9:00 am Regular BoCC Meeting
January 23 9:00 am Regular BoCC Meeting	February 27 9:00 am Regular BoCC Meeting	March 27 9:00 am Regular BoCC Meeting

**PUBLIC NOTICE
BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, IDAHO
December 27, 2016**

Pursuant to established procedure, NOTICE IS HEREBY GIVEN that the Teton County Board of County Commissioners will hold a hearing in the Commissioners' Chamber located on the First Floor (lower level, southwest entrance) at 150 Courthouse Drive in Driggs, Idaho on **December 27, 2016** beginning at **10:00 am**.

10:00 am PUBLIC HEARING: Conditional Use Permit Application from Anthony Owens for Valley Wide Cooperative Propane for the purpose of siting a 30,000 gallon propane tank. The propane tank will be used for bulk storage of propane to be distributed throughout Teton Valley.

The subject parcel is 1.4 acres and located in the M-1 (Light Industrial) Zone in the Driggs Area of Impact on Lot 11 of the Flying Saddle Subdivision at 130 Rodeo Dr.

Legal Description: LOT 11 BLK 1 FLYING SADDLE SUB SEC 23 T5N R45E

ADJOURN

Information on the above application is available for public viewing in the Teton County Planning Office at the Courthouse between the hours of 9am and 5pm, Monday through Friday. The application and related documents are posted at www.tetoncountyidaho.gov. To view these items, select the Board of County Commissioners department page, then select the 6-13-2016 Public Hearing Docs item in the Additional Information Side Bar. Comments can be dropped off or mailed to 150 Courthouse Drive, Room 107, Driggs, Idaho 83422, faxed to (208) 354-8410, or emailed to pz@co.teton.id.us. They must be received by **5:00 pm on December 20, 2016** to be incorporated into the packet of information provided to the Board prior to the hearing. Public comments at this hearing are welcome.

First Publication December 8, 2016
Last Publication December 15, 2016



Inc. 1910

60 S Main St | PO Box 48 - Driggs, ID 83422 | Ph: 208-354-2362 | Fax: 208-354-8522 | www.driggs.govoffice.com

December 21, 2016

Teton County Board of County Commissioners
sent via email: hwolgamott@co.teton.id.us and commissioners@co.teton.id.us

RE: Driggs Area of Impact

Commissioners,

Teton County and the City of Driggs are currently operating under an Area of Impact Agreement passed by Ordinance in 2011. This Agreement created a boundary around the city limits where the city's zoning applies, but is administered by the County. Since 2011 the city has made several amendments to the zoning regulations and most recently overhauled the entire zoning code. This has created a situation where the city has one zoning code for city limits and a different zoning code for the Area of Impact (AOI). City P&Z Staff was anticipating the county adopting a new zoning code and then beginning the review and negotiation process with the county to best determine the zones and regulations for the AOI. However, since the timeline for the county to adopt a new zoning code is undetermined at this time, the city would still like to move forward with amendments that need immediate consideration for the AOI. **Specifically, the city would like the county to consider adopting an Airport Overlay Zone and modifying the sign regulations.** At a future date the AOI zoning districts, subdivision standards, and boundary can be evaluated.

WHY: When the Airport Master Plan was formally approved by the FAA in July 2013 it was determined that the land use recommendations from the Plan be incorporated into the Zoning Ordinance and Map in order to become regulatory. The regulations help protect the airport from incompatible land uses that would threaten future FAA investment in the airport. The amendments to be considered could also bring back accessory dwelling units as a permitted use around the airport, which is urgently requested by several property owners.

The sign regulations used in the County have been the county's sign standards. However, recent interpretations have been made that support that the city's sign code (in effect at the time of the 2011 agreement) should be used since they are cross-referenced in the city's zoning code. Rather than using the Driggs' sign code from 2010, the city would like to re-negotiate with the county the most appropriate sign standards for the AOI.

The process to begin an amendment starts when both governing boards agree to negotiate. Renegotiations shall begin within 30 days after written request by the city or county and shall follow procedures for original negotiation. Prior to the actual negotiation, the governing boards shall submit questions to the P&Z Commission for recommendation. Each P&Z Commission shall have a reasonable time fixed by the governing board to make its recommendation to the governing board (§67-6526). On December 6, 2016 the Driggs City Council voted to enter into a negotiation with Teton County to re-negotiate the AOI in order to consider an Airport Overlay Zone and amendments to the sign regulations at this time. We appreciate your willingness to agree to enter into a negotiation to address these specific items.

Sincerely,


Mayor Hyrum Johnson



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

December 21, 2016

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

The following items are for your review and discussion at the December 27, 2016 BoCC Meeting.

SOLID WASTE

Cardboard Bailer Purchase – The County is currently soliciting Request for Bids for a new recycling baler. Bids will be opened at 10:00 a.m. on Friday, December 30.

Action Excavation Request for Reimbursement – Attached is a reimbursement request for Action Excavation. Due to the extremely cold weather conditions, Action was unable to dump a frozen load delivered to Circular Butte. The full trailer was returned to the Transfer Station and will need to be thawed or we will need to wait for warmer weather before it can be dumped. Action is requesting reimbursement for one contract load. Although this is an unusual circumstance, it has happened in the past. However, this is the first time we have received a reimbursement request for undelivered loads. Going forward, County staff and the service provider will need to pay closer attention to all loads during cold weather to minimize the occurrence. Reimbursement for the trip will cost approximately \$400. I would like to discuss a protocol for this so that we are all in agreement on how the County should proceed.

ROAD & BRIDGE

Plowing – Crews have been busy keeping roads open after snow events and drifting. Reminder of our snow plow policy – Crews check conditions at 2:00 a.m. If there is three or more inches of snow, they plow. Conditions are evaluated again at 7:00 a.m. and if there is 3 or more inches of snow, they plow.

Ski Hill Road - Every winter Ski Hill Road becomes exceptionally icy during extremely cold weather. Teton County WY spreads a sand/salt application every time the WY section is plowed. The City of Driggs also spreads gravel on Ski Hill Road. Teton County, ID has never made it a policy to sand or gravel Ski Hill Road. During this last cold spell, Sheriff Liford requested that gravel be spread due to icy road conditions during off work hours. Road & Bridge is investigating options should the commissioners choose to treat this differently than our other county roads because of the high traffic volumes. Options identified are as follows:

- Spread sand or sand/salt mix when weather causes slick ice conditions (should we identify this threshold?)

- ITD has brine solution storage tanks at their Driggs yard. We are looking into whether or not they would sell us loads as needed. The brine solution is applied prior to a storm event and loosens the bond between snow and road allowing for quicker and cleaner snow removal. This would be applied by Teton County with the recently acquired stainless steel water truck.
- Develop a plow policy exception for Ski Hill Road and plow more often than other roads.

If we are to consider a different treatment policy for Ski Hill Road, should we also consider treating other main ski resort routes like E2500N (Hastings Lane)?

The current Snowplowing Policy reads as follows:

Sanding Roadways and Intersections. Sand used for roads and intersections must be kept dry. Since Teton County has limited facilities to store sand, supplies are limited. Until storage can be increased, sanding is done on a limited basis and for emergencies only. Sanding is not done during a snowfall event since the snow covers the sand and it is scraped with subsequent plowing passes. Sanding in one circumstance does not create a reasonable expectation that the same area will always be sanded.

I would like to discuss our current sanding policy so that we are all in agreement when sanding should take place.

Hauling for Snow Sculpture – The Downtown Driggs Community Association is planning the Snow Sculpturing event scheduled to take place the weekend of 1/14/17. Teton County has provided support for hauling snow in past years but commissioners have approved funding through sources other than Road & Bridge to prevent concern for spending money on efforts not associated with maintaining and/or improving our infrastructure. PEI will be loading trucks and County will provide grading and hauling. Snow plowing duties will take precedent over snow hauling. Estimated time and cost are as follows:

- Grader – 4 hours = \$420
- Dump Trucks – 4 trucks @ 4 hours = \$1,280

Estimated cost for assisting with Snow Sculpture event is approximately \$1,700.

Last year this was paid out of General Fund Account 01-18-526

ACTION ITEM – Motion to approve the Assisting the Downtown Driggs Community Association with the upcoming Snow Sculpture Event taking place on 1/14/17. Road & Bridge to be compensated for cost of labor, fuel and equipment through general fund 01-18-526.

ENGINEERING

Cedron Road Shoulder Improvement Project – The County was informed by LHTAC that the One Time 2017 Local Highway Safety Improvement Program (LHSIP) Application has been approved. This means the Cedron Shoulder Improvement Project limits have been extended north on S4500W all the way to W5750S.

Gravel Pit SH33 – Crews continue to assist with moving material from Felt to the State gravel pit on SH33. A conference call has been scheduled for 1/18 with Commissioner Riegel, IDL and Public Works (me).

Darby Creek Box Culvert Project – Box culverts **WERE** scheduled to be installed the week of 12/12. Unfortunately the crane broke down. Efforts will continue when the crane is fixed.

See the attached memorandum regarding additional costs incurred for this project.

ACTION ITEM – Motion to approve the Darby Creek Box Culvert contract with MD be increased by \$15,000 and not to exceed amount of \$73,613 for reasons presented and discussed.

Idaho Department of Parks and Recreation Grant Applications – IDPR grant applications are due January 27, 2017. Public works is requesting to apply for the following are IDPR grant:

IDPR Recreational Trails Program (RTP) – This fund is used to acquire, purchase, improve, repair and maintain trails, trail facilities and sites for both motorized and non-motorized trail uses. During the 12/12/16 BoCC meeting it was decided that Teton County would apply for the construction of a pedestrian path along the Teton River at the Bates Boat Ramp site. Public Works could provide an “in kind” match through providing the design, materials, equipment and labor necessary for installation.

ACTION ITEM – Motion to approve the IDPR Recreational Trails Program Application for the construction of a pedestrian path along the Teton River at the new Bates Rd boat ramp as presented and discussed.

Bates Boat Ramp Site Development – Attached is the latest conceptual plan received by the IDFG Engineering Department on 12/9. Feedback received so far:

- Agreed parking lot size should be designed to accommodate 20 vehicles and 10 vehicles with boat trailers.
- Discussion was to have parking lot near the existing cabin and when future parking is needed will mirror additional parking on other side of the access road
- Should outhouse be located on other side of the parking and closer to the boat ramp?
- Identify a separate launch site for smaller water craft?

IDFG is anxious to move forward with the design and has asked us to provide feedback within the next week.

Packsaddle Road Vacation – This public hearing was continued to 12/27 at 9:00. See attached Project Update.

From: [Teton County Transfer Station](#)
To: djohnson@co.teton.id.us; svarela@co.teton.id.us; [Brandon Lerwill](#); [Brandon Lerwill](#)
Subject: Winter Concerns
Date: Saturday, December 17, 2016 4:18:44 PM

Darryl & Saul,

We appreciate working with you and have a few recent concerns with which we would appreciate your cooperation:

1. Bart Woolstenhulme, our employee, hauled a contract load of garbage out of the Teton County Landfill this morning, December 17th, and was unable to dump it at the Circular Butte Landfill due to the load being frozen solid. After several attempts to dump it, he returned to Teton County Landfill. Bart observed the temperature at Teton County Landfill was minus 20 degrees, Fahrenheit, when he left this morning, and the temperature at the Circular Butte Landfill when he arrived there was minus 25 degrees, Fahrenheit. It is apparent that there are mechanical limits on the hauling of this refuse, which we are open to discussing with you on a future date. We understand that this situation occurred due to circumstances beyond our control, nevertheless we would like to request reimbursement in the value of one contract load, to help cover our overhead costs for the attempted delivery.
2. Sometime ago, we (Action Excavation LLC) authorized Bart Woolstenhulme to utilize one of our own 100-foot heavy-duty extension cords for heating our trash-hauling contract trucks which are parked at the Teton County Landfill each night. Bart made this request because he said he could not find any extension cords at such time, and the trucks needed to be plugged in so their engines would start the next morning. Today, December 17th, Bart relayed the message that this cord had been recently severed and rendered useless. According to Bart, it was apparent that whoever recently removed the snow from the transfer station area at the Teton County Landfill, had severed it. We hoped that Teton County could reimburse or replace this extension cord.
3. We would like to request that the snow removal at the transfer station and loading area at Teton County Landfill be carried out more often than in the recent past. Bart Woolstenhulme and Brandon Lerwill have suffered delays of carrying out our trash-removal contract on a number of occasions due to the snow inhibiting maneuverability of trucks and loaded trailers around the landfill. Such delays have posed a significant overhead cost to us and so we would like to offer our snow-removal services to the Teton County Landfill as well.

We look forward to working with you on resolving these matters. Please respond to this email or call me at (208)399-2224 for any questions.

Billy Beard
Office Manager
Action Excavation LLC



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

DATE: December 20, 2016

TO: Board of County Commissioners

FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS

SUBJECT: **Change Order No. 1; S1000E Darby Creek Culvert Replacement**

Teton County needs to adjust a few quantities associated with the original S1000E Darby Creek Culvert Replacement bid documents. The contract must also be modified to include the use of a crane for the installation of box culverts.

Quantity adjustments are a result of miscalculations on the original bid schedule. It has been determined that original quantities need to be adjusted per the following table.

Bid No.	Description	Unit	Unit Cost	Orig Est Quantity	Adjusted Quantity	Add'l Quantity	Change Order No.1
11	Pit Run – For Removed CMP's in Road	CY	\$51.00	30	40	10	\$510.00
16	Pit Run Fill – For Road Widening	CY	\$12.00	300	500	200	\$2,400.00

Based on information received from supplier for bidding purposes, the contractor bid this project assuming both box culverts could be set with their larger track hoe equipment. In addition to the heavier weights on delivery, the box sections were simply too big for the track hoes to safely maneuver. Because crane availability is hard to come by and in an effort to keep the project moving forward, the crane was scheduled. Cost for the crane is estimated to be \$1,500 for mobilization plus \$400/hour. A conservative estimate for setting the box culverts is 2.5 days (10 hours per day) which equates to \$11,500.00.

The sum of costs listed in this correspondence amounts to \$14,410. Because quantities are estimates, the motion request will be for \$15,000. The original bid awarded to MD was for 58,613.00. Second lowest bid received for this project was \$168,872.46. Bid items 11 & 16 were underestimated in the original bid schedule and would have been change ordered by any contractor. The change order request of \$15,000 will bring the total contract not to exceed value to \$73,613.00 which is still significantly lower than the second lowest bid.

Grant Application Proposal

Please complete and return this form to the Commissioner's office.

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Darryl Johnson Intended Project Manager: Darryl Johnson

Grant Title: 2018 Idaho Parks & Rec Recreation Trails Program

Granting Agency: Idaho Parks & Recreation

Date of Award Decision: Spring 2017

Grant Timeline: Fiscal Year 2018

Dollar Amount of Grant Request: \$42,000

Teton County obligations if grant is awarded (*match, continuing maintenance, reporting schedule*):

There is a 20% match for this fund or \$8,400. Most of which would be "in-kind" through R&B installation & Engineering.

Other contingencies of grant: None.

Other agencies involved in the grant and their obligations: None.

Brief written overview of grant: Grant is to construct a pedestrian trail along the Teton River at the new Bates Road boat ramp site

Benefit of grant to citizens Teton County: Providing new recreational amenities for day users at the Bates Road boat ramp.

Signed: _____
(Contact Person Listed Above)

Date: _____

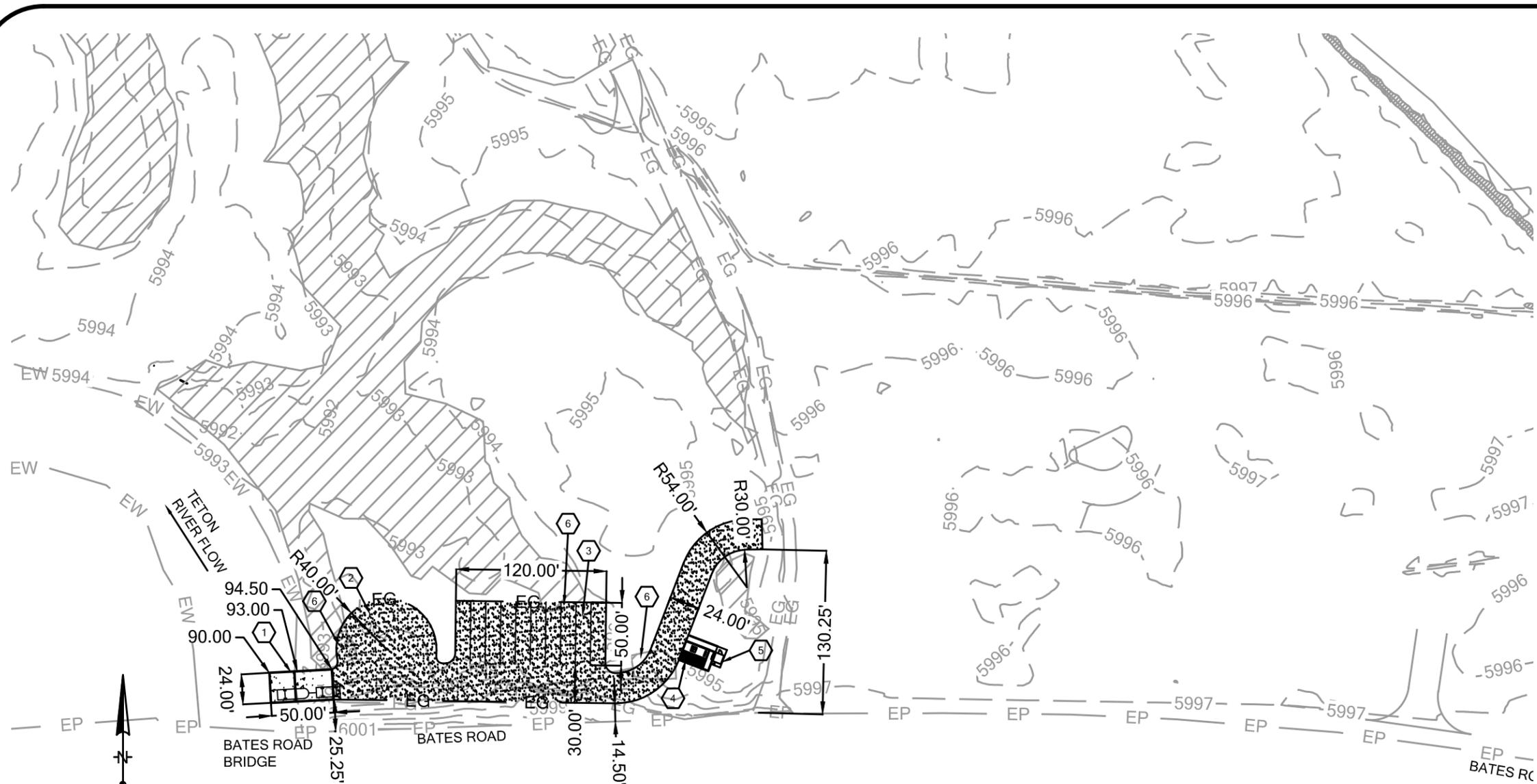
Signed: _____
(Responsible Elected Official or Department Head)

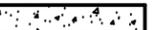
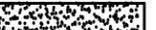
Date: _____

Board of Commissioners Decision: Approved (Applicant may prepare a grant application on behalf of Teton County. The completed application must be submitted to the Board for review and signature.)
 Denied

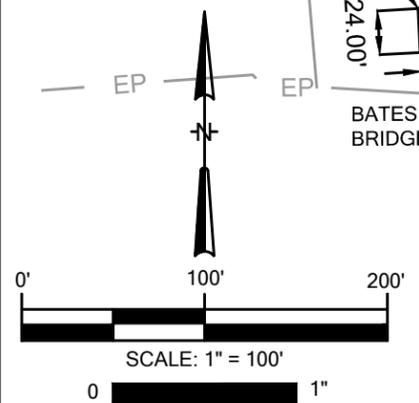
Signed: _____
(Commissioner)

Date: _____



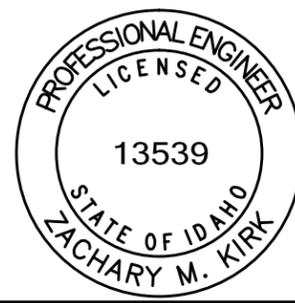
- LEGEND**
-  PROPOSED CONCRETE AREA (1,725 SF)
 -  PROPOSED GRAVEL AREA (20,600 SF)
 -  PROPOSED 8' WIDE X 20' LONG IDFG DOCK
 -  PROPOSED 4' WIDE X 20' LONG IDFG GANGWAY
 -  PROPOSED ADA VAN PARKING PAD
 -  PROPOSED IDFG ENGINEERING OUTHOUSE
 -  EG PROPOSED EDGE OF GRAVEL
 -  EG EXISTING EDGE OF GRAVEL
 -  EW EDGE OF WATER
 -  EP EXISTING EDGE OF PAVEMENT

- KEYNOTES**
- ① CONSTRUCT BOAT RAMP PER SHEET CX.
 - ② CONSTRUCT NEW GRAVEL TURNAROUND AREA.
 - ③ CONSTRUCT NEW GRAVEL PARKING AREA. (10) 12' x 50' STALLS.
 - ④ CONSTRUCTION ADA VAN ACCESSIBLE PARKING PAD.
 - ⑤ INSTALL IDFG ENGINEERING PRECAST OUTHOUSE.
 - ⑥ WETLAND ENCROACHMENT (0.05 ACRES TOTAL)



BAR IS 1 INCH ON ORIGINAL DRAWING.
IF NOT 1 INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

OVERALL PLAN
SCALE: 1"=100'



STATE OF IDAHO DEPARTMENT OF FISH AND GAME BOISE, IDAHO	
DATE: 12-09-16	DFG 2017-101 BATES BRIDGE ACCESS SHEET C1-SITE PLAN
APPROVED:	



STAFF REPORT
Packsaddle Road Vacation/Abandonment Application
Additional Information
Prepared for the December 27, 2016
Board of County Commissioners Public Hearing

PROJECT INTRODUCTION

Application submitted by Ag Rim LLC with additional landowners Grandview Ranch, Bainbridge, Assante and Felger. This application is for the partial vacation of Packsaddle Road. There is also a Road Name Request form that can be administratively approved and will be discussed with the commissioners at a later date.

The application is part of an offering in which the existing corridor would be vacated in exchange for a new road constructed to County Specifications and right of way dedication.

No new or revised deliverables have been received since the previous public hearing date.

Original Public Hearing was held on	June 13, 2016
Public Hearing was continued to	June 28, 2016
Public Hearing was continued to	July 18, 2016
Public Hearing was continued to	September 13, 2016
Public Hearing was continued to	October 31, 2016
Public Hearing was continued to	December 27, 2016

STAFF RECOMMENDATIONS

No additional information has been submitted by the applicant since the October 31, 2016 public hearing continuation. Items still unresolved from the 10/31 meeting are as follows:

- Assante, Felger and Bainbridge Driveway Access points – Since the last public hearing the County has been brainstorming acceptable options for accessing the Assante and Felger properties. Although a number of suggestions were made, none of the options seem to be acceptable by all parties. The result of a phone conversation on 12/8/2016 with Commissioner Leake, Jess Horton, Drew Meppen, Sean Moulton and myself left us considering a possible monetary contribution by the County for the acquisition and development of the 1.75 acre parking lot that would go towards purchase and development of an amicable access corridor for Assante, Felger and Bainbridge. A conversation with the Assantes suggest that all parties are willing to contribute what they consider a reasonable amount towards the acquisition and development of an acceptable access corridor.
- The BoCC requested the applicant re-submit alignment plans showing details of the road and trail alignment. The County anticipates these plans being a part of the recorded document package that physically identifies and compliments the right-of-way legal description being dedicated to the public. The applicant agrees that recording a detailed plan set would be the cleanest way to document the right-of-way corridor but is suggesting that the detailed drawings be submitted at the end of the project as record drawings.
- The BoCC has requested a report that summarizes what work would be necessary and associated estimated costs to complete the 3 mile road corridor north of this projects end of work and connect with Highway 33. The applicant is of the understanding that this document will be provided at the end of the project allowing them to focus on project completion.

Teton County Ambulance Service District Minutes: November 28, 2016

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

AGENDA

1. Approve Available Minutes
 2. Hospital Radio update
 3. Medical Director update
 4. Fire/ASD Agreement for Services
-

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel, Kelly Park

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen

FIRE DISTRICT PERSONNEL PRESENT: Commissioners Jason Letham and Kent Wagener, Chief Bret Campbell, Division Chief Ed Schauster

TETON VALLY HEALTH CARE PERSONNEL PRESENT: CFO Wesley White, Director Robert Whipple, MD, Duane Mortenson, PA-C

Chairman Leake called the meeting to order at 1:04 pm.

● **MOTION.** Commissioner Riegel made a motion to approve the November 28 minutes as written. Motion seconded by Commissioner Park and carried unanimously.

HOSPITAL RADIOS. Chairman Leake clarified the fact that State officials recently notified the hospital that the Sheriff and Fire radio frequencies would be turned off at noon on December 7. They told the hospital this was a matter of Federal law designed to insure the safety and security of first responders. The Fire Department subsequently provided one of their hand-held radios to the hospital. Mr. White said the hospital's attorney is working with State officials to understand their legal rights regarding access to the radio frequencies. Apparently, the previous Sheriff and Fire Chief had approved the hospital's access to their frequencies, whereas the current Sheriff and Fire Chief desired changes to that access. County Emergency Management Coordinator Greg Adams said the Ambulance Service District owns the EMS 1 radio channel. However, authority for administration of this channel lies with the Fire District since it is the licensed ambulance provider. Chief Campbell and Mr. White agreed to discuss and try to resolve the situation.

MEDICAL DIRECTOR UPDATE. The Fire District has contracted with Dr. Eric Johnson to continue as their Medical Director and with Dr. Edwin Wells to serve as their Associate Medical Director. Dr. Wells is affiliated with the physicians group providing emergency room services at the hospital. He works at EIRMC and Madison Memorial and is the Medical Director for Fremont County EMS. He is a friend and associate of Dr. Bloxham, who is the hospital's Medical Director.

Mr. Schauster said no other doctor within the physicians group was interested in the Fire District's Medical Director position, except three physicians with no prior Medical Director experience, which was not acceptable to the Fire District. He said Dr. Wells is accredited in Wyoming, which is critical to the Fire District since they are being required to become a fully licensed Wyoming organization in order to provide services in Alta.

Dr. Whipple said the ideal situation would be for the Fire District's Medical Director(s) to work in the hospital's emergency room in order to develop relationships with the hospital's ER staff and help build teams of hospital/fire personnel.

FIRE/ASD AGREEMENT. The draft document was reviewed and detail and several additional changes were made. The final document will be reviewed by Prosecutor Spitzer before being approved at the next meeting. Chief Wagener said Fire is discussing contract changes with Teton County, Wyoming and does not expect the Ambulance Service District to bill Wyoming for FY 2017 ambulance services. Wyoming has been sent a bill for their share of the new ambulance being purchased.

● **MOTION.** At 3:46 pm Chairman Leake made a motion to adjourn the meeting and reconvene as the Board of County Commissioners. Motion seconded by Commissioner Park and carried.

Bill Leake, Chairman

ATTEST: _____
County Clerk or Deputy

Draft

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 at least one licensed Medical Doctor, preferably Board Certified in Emergency Medicine, to serve as Medical Director for ambulance service.
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 once such property is deeded to the Fire Protection District. The Ambulance District will maintain insurance for all property owned by it or titled in its name.

8. The Fire District shall establish an Emergency Medical Services Advisory Committee. The Fire District will seek to have representatives from local government entities, relevant agencies, TVHC, and citizen representatives from both Teton County, Idaho and Alta, Wyoming. The Emergency Services Advisory Committee shall be established within ~~six (6)~~four (4) months of execution of this Agreement and shall meet quarterly or as otherwise needed.

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 maintain insurance for all property owned by it or titled in its name.

~~3. The Ambulance District will pay 25% of the total annual (fiscal year) costs of Teton County Dispatch services.~~

3.4. No later than October 1, 2017, the Ambulance District shall transfer title to all personal property, equipment, supplies, ambulances and vehicles currently owned by the Ambulance District to the Teton County Fire Protection 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~~ January 1, 2017 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. If the Fire District ceases to provide ambulance service in Teton County, the Fire District shall return to Teton County all ambulances and emergency medical equipment provided by the Ambulance District at the start of this Agreement and still in serviceable condition.

56. 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:
Governing Board, Teton County Fire Protection 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 attorney's 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: _____

Jason Letham, Chairman, Teton County Fire Protection District Commissioners

Date: _____

Annual Road and Street Financial Report

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, not later than December 31 , to:	
Entity TETON COUNTY		BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720	
Address 150 COURTHOUSE Drive # 208			
City State Zip Driggs, ID 83422			
Contact/Phone Number:	Contact/Email:		
This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, <i>Idaho code</i> .			
Dated this _____ day of _____, _____.		Bill Leake	
ATTEST:		Kelly Park	
Clerk Signature		Cindy Reigel	
County Clerk Mary Lou Hansen		Commissioners	
AND			
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016.			
Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR		633,015
RECEIPTS			
LOCAL FUNDING SOURCES			
Line 2	Property tax levy (for roads, streets and bridges)		981,950
Line 3	Sale of assets		
Line 4	Interest income		1,586
Line 5	Fund transfers from non-highway accounts.		19,700
Line 6	Proceeds from sale of bonds (include LIDs)		
Line 7	Proceeds from issue of notes (include loans)		
Line 8	Local impact fees		173,043
Line 9	Local option registration fee		26,744
Line 10	All other LOCAL receipts or transfers in.		
Line 11	Total Local Funding (sum lines 2 through 10).		1,203,023
STATE FUNDING SOURCES			
Line 12	Highway user revenue		1,256,616
Line 13	Sales tax/Inventory replacement tax		5,914
Line 14	Sales tax/Revenue sharing		
Line 15	State Exchanged funds.		
Line 16	All other STATE receipts or transfers.		
Line 17	Total State Funding (sum lines 12 through 16).		1,262,530
FEDERAL FUNDING SOURCES			
Line 18	Secure Rural Schools		79,280
Line 19	Federal-aid Bridge.		
Line 20	Federal-aid Rural.		
Line 21	Federal-aid Urban.		
Line 22	Federal Lands Access Funds & All other FEDERAL receipts/transfers (\$311,078 PILT, \$14,475 F		325,553
Line 23	Total Federal Funding (sum lines 18 through 22).		404,833
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)		2,870,386

DISBURSEMENTS		
	NEW CONSTRUCTION (include salary and benefits on each line)	
Line 25	Roads	8,147
Line 26	Bridges, culverts and storm drainage	13,501
Line 27	RR Crossing	
Line 28	Other (signs, signals or traffic control).	11,583
Line 29	Total New Construction (sum lines 25 through 28).	33,231
	RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)	
Line 30	Roads (rebuilt, realign, or overlay upgrade).	212,589
Line 31	Bridges, culverts and storm drainage	123,156
Line 32	RR Crossing.	
Line 33	Other (signs, signals or traffic control).	625
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	336,370
	ROUTINE MAINTENANCE (include salary and benefits on each line)	
Line 35	Chip sealing or seal coating.	424,913
Line 36	Patching	30,687
Line 37	Winter Maintenance	283,511
Line 38	Grading/blading	94,504
Line 39	Bridge.	
Line 40	Other (signs, signals or traffic control).	30,122
Line 41	Total Routine Maintenance (sum lines 35 through 40)	863,736
	EQUIPMENT	
Line 42	Equipment purchase - automotive, heavy, other.	
Line 43	Equipment lease/purchase	235,130
Line 44	Equipment maintenance.	146,344
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	381,475
	ADMINISTRATION	
Line 47	Administrative salaries and expenses.	147,810
	OTHER EXPENDITURES	
Line 48	Right-of-way and property purchases	
Line 49	Property leases	
Line 50	Street lighting	
Line 51	Professional services - audit, clerical, and legal.	
Line 52	Professional services - engineering.	70,660
Line 53	Interest - bond (include LIDs).	
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	
Line 56	Redemption - notes (include loans)	
Line 57	Payments to other local government.	6,530
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	77,190
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	1,839,811
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	1,030,575
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	1
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	1,663,591
Line 65	Funds on Line 64 obligated for specific future projects & reserves.	1,463,591
Line 66	Funds on Line 64 retained for general funds and operations.	200,000
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	0

REPORTING MEASURES			
NEW CONSTRUCTION			
Line 68	Total lane miles constructed	0	
Line 69	Total square feet of bridge deck constructed	0	
RECONSTRUCTION/REPLACEMENT/REHABILITATION			
Line 70	Total lane miles rebuilt, realigned, or overlay	17	
Line 71	Total square feet of bridge deck reconstructed or rehabilitated	750	
ROUTINE MAINTENANCE			
Line 72	Total lane miles with surface treatments, chip sealed, seal coated etc. on line 35.	196	
Line 73	Total lane miles graded or bladed on line 38	538	
PROJECTS			
FUTURE PROJECTS & RESERVE DESCRIPTIONS			
Line 74	Available Funds (From line 65).	1,463,591	
	Project List	Projected Cost	
	Bridges/Culverts	FY 2017	175,000
	Reconstruction	FY 2017	1,200,000
	Maintenance	FY 2017	925,000
	Bridges/Culverts	FY 2018	475,000
	Reconstruction	FY 2018	1,300,000
	Maintenance	FY 2018	950,000
	Bridges/Culverts	FY 2019	150,000
	Reconstruction	FY 2019	1,500,000
	Maintenance	FY 2019	650,000
Line 75	Estimated Cost of future projects.	7,325,000	
Line 76	Available for Other Projects (line 74 minus line 75)	-5,861,409	

MANDATORY Section must be completed on HB312 revenue

Reporting is required on the highway user revenue from HB312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.

Example: Chip Sealing/Seal Coating \$35,000 Chip sealed .25 miles of main street

Line 77	Total amount of Highway User Revenue from HB312		262,102
	<u>Maintenance performed</u>	<u>Amount spent</u>	<u>Description of work</u>
Line 78	<input type="checkbox"/> Rehabilitation of road	\$ 262,102.00	Rehabilitated 4.74 miles of gravel road
Line 79	<input type="checkbox"/> Rehabilitation and maintenance of bridge	\$ -	
Line 80	<input type="checkbox"/> Chip Sealing/Seal Coating	\$ -	
Line 81	<input type="checkbox"/> Grading/Blading	\$ -	
Line 82	<input type="checkbox"/> Striping	\$ -	
Line 83	<input type="checkbox"/> Traffic Control	\$ -	
Line 84	<input type="checkbox"/> All other maintenance	\$ -	
	Total amount spent on maintenance or replacement	\$ 262,102.00	
Line 85	Deferred maintenance costs over the last 5 years (in dollars).		6,550,000

SUMMARY
Annual Road & Street Financial Report

	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010	FY 2009	FY 2008	FY 2007	FY 2006	FY 2005
Beginning Balance on October 1	\$633,015	\$960,680	\$1,149,474	\$963,447	\$549,133	\$540,495	\$392,174	\$221,349	\$123,532	\$189,141	\$136,410	\$155,348
RECEIPTS												
Property tax*	981,950	1,145,155	834,186	1,091,208	997,504	724,179	28,664	157,846	0	0	0	0
Other local receipts	221,073	476,671	113,578	28,102	138,671	18,780	226,044	260,414	22,679	5,343	29,119	19,973
Highway Users revenue	1,256,616	938,766	889,519	888,223	885,041	898,736	890,578	906,344	944,235	945,295	887,494	867,442
Other State funds	5,914	156,550	0	0	23,274					103,380	0	0
National Forest apportionment	79,280	69,994	78,525	93,687	85,173	75,081	74,714	96,786	25,009	25,060	24,812	24,254
Other Federal funds	325,553	55,029	156,090	0	0	60,050	12,576	24,232	121,617	0	0	0
Total Receipts	\$2,870,386	\$2,842,165	\$2,071,898	\$2,101,220	\$2,129,663	\$1,776,826	\$1,232,576	\$1,445,622	\$1,113,540	\$1,079,078	\$941,425	\$911,669
DISBURSEMENTS												
New construction	33,231	15,303	203,029	179,422	0	13,976	78,963	273,547	6,013	0	0	0
Reconstruction, replacement, rehabilitation	336,370	1,712,013	448,329	320,207	191,716	202,992	136,533	94,147	229,821	204,547	272,387	349,813
Chip seal & dust control	424,913	371,257	423,899	469,461	413,498	406,238	0	0	0	0	179,346	134,115
Snow removal	283,511	272,352	278,346	248,272	306,953	271,654	244,272	251,059	227,253	108,929	97,905	93,033
Other routine maintenance	155,313	210,704	215,092	183,967	180,691	172,576	133,715	138,657	128,902	191,270	37,311	107,867
Equipment	381,475	326,989	430,076	317,431	423,678	335,538	344,159	388,507	313,911	337,569	235,175	219,830
Administration	147,810	174,668	166,217	152,559	150,600	78,025	66,068	29,826	61,612	41,472	13,070	15,949
Other expenses (includes Line 63 adjust)	77,187	86,544	95,704	43,875	48,213	287,192	80,545	99,054	48,211	260,900	53,500	10,000
Total Disbursements	\$1,839,810	\$3,169,830	\$2,260,692	\$1,915,194	\$1,715,349	\$1,768,191	\$1,084,255	\$1,274,797	\$1,015,723	\$1,144,687	\$888,694	\$930,607
CLOSING BALANCE	\$1,663,591	\$633,015	\$960,680	\$1,149,473	\$963,447	\$549,130	\$540,495	\$392,174	\$221,349	\$123,532	\$189,141	\$136,410
Amount obligated for specific future projects	1,463,591	433,015	760,680	899,474	713,447	280,000	255,000	197,341	0	0	0	0
Unobligated Balance on September 30	\$200,000	\$200,000	\$200,000	\$250,000	\$250,000	\$269,130	\$285,495	\$194,833	\$221,349	\$123,532	\$189,141	\$136,410

FY 2011 Other expenses includes
\$255,212 final payment for Felt gravel
pit

FY 2007 Other expenses includes
\$189,538 engineering for Packsaddle
STIP



Teton County
**Road & Street
Financial Report**

Fiscal Year ending September 30, 2016

BEGINNING BALANCE

October 1, 2015 **\$633,015**

RECEIPTS

Property tax \$981,950

Other local receipts 221,073

Highway user revenue 1,256,616

National Forest apportionment 79,280

Other State & Federal funds 331,467

Total Receipts **\$2,870,386**

DISBURSEMENTS

New Construction \$33,231

Reconstruction, replacement
& rehabilitation 336,370

Chip seal & dust control 424,913

Snow removal 283,511

Other routine maintenance 155,313

Equipment 381,475

Administration 147,810

Other expenses (with adjustments) 77,187

Total Disbursements **\$1,839,810**

CLOSING BALANCE **\$1,663,591**

Amount obligated for
specific future projects \$1,463,591

UNOBLIGATED BALANCE

September 30, 2016 **\$200,000**

Published January 12, 2017



COUNTY VESSEL FUND REPORTING & REMITTANCE FORM
Idaho Department of Parks and Recreation

TETON County

Our County Vessel Fund has been reconciled for fiscal year 2016. The remittance amount has been calculated as follows:

- A) Ending Fund Balance \$ 17,818.58
B) Subtract:
Ending balance of moneys not received from the State Vessel Account (\$ 0)
Obligated moneys in the County Vessel Fund (See definition in rules) (\$ 320.00)
C) Adjusted Ending Fund Balance \$ 17,498.58
D) Total received from State Vessel Account for FY 16 \$ 6,768.91
E) Subtract line D from line C. If less than Zero, enter Zero \$ 10,729.67

If the amount on line E is Zero, no remittance is required.

If the amount on line E is greater than Zero, the surplus moneys must be remitted to the Idaho Department of Parks and Recreation by December 18 for deposit into the State Vessel Account or complete the "Request for Retention of County Vessel Funds" on the reverse of this form. If the amount to be retained is less than the total surplus, complete both sides of this form.

Marybeth Hansen
County Clerk

Dated: 12-13-16

You may email the completed form to: Kristina.Evans@idpr.idaho.gov
Or mail to:

Idaho Department of Parks and Recreation
Attention: Kristina Evans, Financial Specialist-Grants
5657 Warm Springs Avenue
Boise ID 83716
Phone: 208-514-2463

Board of Teton County Commissioners

MINUTES: December 12, 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. Approval of Purchase of Tire Rim Remover for Transfer Station
 - b. Approval of Purchase of the ProPak 60 Baler
 - c. Landfill Post Closure Plan
 - d. Monitoring Wells Near County Roads
2. Road and Bridge
 - a. Update on Road and Bridge Crews
3. Engineering
 - a. Cedron Road Shoulder Improvement Project
 - b. Gravel Pit SH33
 - c. Darby Creek Box Culvert Project
 - d. Approval of the Bates Bridge Cooperative Agreement Between Idaho Department of Fish and Game and Teton County
 - e. Approval of Idaho Parks and Recreation Waterways Improvement Grant Application for the Permanent Restroom Facility at the New Bates Road Boat Ramp
 - f. Approval of the Idaho Parks and Recreation Road and Bridge Grant for Signage and Traffic Control at the New Bates Road Boat Ramp
 - g. Approval of the Idaho Parks and Recreation Recreational Trails Program Application for the Permanent Restroom Facility at the New Bates Road Boat Ramp
 - h. Approval of the Idaho Parks and Recreation Off Road Motor Vehicle Fund Application for Improving Public Access Wayfinding Signage
 - i. Approval of the Idaho Parks and Recreation Land and Water Conservation Fund Application for Developing Lewis Parris Park at the Fairgrounds
 - j. Packsaddle Road Vacation
4. Facilities
 - a. Bates River Property Cabin

BUILDING – Wendy Danielson

1. Building Permit Reports
2. Combined County Wide Building Department
3. Use of Long Term Sick Leave

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

PLANNING – Holly Wolgamott

1. Area of Impact Process Decision
2. Application Update
3. Senior Planner Position
4. Recreation Coordinator Update

IT/EMERGENCY MANGEMENT – Greg Adams

1. Update on Law Enforcement Center's Storage Area Network Installation
2. Approval of Cell Phone Purchase for Emergency Management Technician
3. Acceptance of Homeland Security Emergency Management Performance Grant Funds
4. Other Project Updates
5. Fair Board Request to Join the County Network and Phone System

12:00 ELECTED OFFICIAL AND DEPARTMENT HEAD MEETING

1:00 AMBULANCE SERVICE DISTRICT

1. Approve Available Minutes
2. Hospital Radio Update
3. Fire Department and ASD Contract
4. Medical Director Update

TVHC QUARTERLY REPORT – Wesley White

2:00 THE DEVELOPMENT GROUP – Ted Hendricks

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

1. Approve Available Minutes
2. Other Business
 - a. Certificates of Residency
 - b. Beer & Wine licenses, if any
 - c. Land Development Code Review Proposal
 - d. Approval of Management Agreement with TREC
 - e. Approval of Non-motorized Pathways Ordinance
 - f. Approval of Dog Ordinance
 - g. Approval to Expand Content and Dollar Amount of FY17 Contract for Prosecutor/Public Defender WESTLAW
 - h. Solid Waste Fee – Notice of Claim – Big Sky Western Bank/GBCI Other Real Estate
 - i. Approval of Housing Authority Resolution
 - j. Election Ballot for Catastrophic Health Care Cost Program Board Members
 - k. Executive Assistant Report
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

ADJOURNMENT

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen

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

AMENDMENT TO NON-MOTORIZED PATHWAYS ORDINANCE

Wade Kaufman, President of the Skyliners Motor Club and Driggs City Council Member, discussed the status of the Victor-Driggs pathway. He has obtained copies of a 1996 agreement between Teton County and the Idaho Transportation Department specifying that motorized (snowmobile) use is allowed on the pathway during the winter but not in the summer (Attachment #1). Mr. Kaufman said ITD also told him that their records show the Victor-Driggs pathway to be owned by the State. Later in the meeting, the Board discussed an amendment to the non-motorized pathways ordinance proposed by the Prosecutor to clarify the fact that the Victor-Driggs pathway was open for motorized use during the winter. They postponed a decision until Mr. Kaufman was able to review the proposed changes.

PUBLIC WORKS

Director Darryl Johnson reviewed his bi-monthly update (Attachment #2).

● **MOTION.** Commissioner Park made a motion to approve purchase of a tire rim remover for the Transfer Station taking advantage of the \$5,000 grant awarded to Teton Valley Community Recycling and using \$1,600 from contingency funds. Motion seconded by Commissioner Riegel and carried unanimously.

Commissioner Park requested clarification about Action Excavation equipment allegedly damaged by County staff at the transfer station. Mr. Johnson and Supervisor Saul Varela explained the waste hauling procedures. They said the contract specifies that the contractor must arrive within 30 minutes after being notified that their truck needed to be moved. If no driver arrives within 30 minutes, a County employee with a CDL license may move the equipment as needed. They said this contractual provision is necessary because the truck/trailer must be moved so it can be weighed and then moved again, and perhaps again, to have trash added/removed in order to maximize the load while staying within weight limits. Unfortunately, a u-joint in the contractor's equipment recently went out while it was being moved by a County employee. Mr. Varela said the County refused responsibility for the damage because it was not caused by the employee. He said it's not uncommon for u-joints to need replacement and this u-joint was rusted and old. Mr. Johnson said the County would have taken responsibility if the damage had been caused by the negligence of a County employee.

● **MOTION.** Commissioner Park made a motion to approve the Master Cooperative Agreement with Idaho Department of Fish & Game for assistance with the Bates River Park boat ramp. Motion seconded by Commissioner Riegel and carried unanimously.

SKI HILL ROAD. Mr. Johnson said Ski Hill Road is very slick and they are discussing treatment alternatives to help make the road safer.

GRAVEL PIT RECLAMATION. Mr. Johnson has been unable to facilitate a phone conference between Chairman Leake and Idaho Department of Lands officials. Prosecutor Spitzer has sent a letter to the IDL attorney at the Attorney General's office. Chairman Leake believes it would be best to communicate with the IDL Director before involving attorneys because this is such an unusual situation. It doesn't seem reasonable for IDL staff to require the County to reclaim the former gravel pit even though the current owner does not want the work done. The County is hauling material from the State's Felt pit to the State Pit on Highway 33 in order to have enough material to complete the reclamation work if necessary. The State has asked the County to provide written commitment that the material will be removed by December 2017.

● **MOTION.** Chairman Leake made a motion to send a letter to the Idaho Transportation Department agreeing to either remove the material by December 2017, or to remove the material after being given three months notice to

do so, if that option would be acceptable to the ITD. Motion seconded by Commissioner Park and carried unanimously.

IDAHO DEPARTMENT OF PARKS & RECREATION GRANT PROPOSALS. Mr. Johnson and Recreation Coordinator Sven Taow prepared five grant proposals for the Board's consideration. Three were approved (Attachment #3).

● **MOTION.** Commissioner Park made a motion to approve the IDPR Waterways Improvement Grant Proposal for purchase and installation of a permanent restroom facility at the new Bates Road boat ramp as presented and discussed. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve the IDPR Road & Bridge Grant Proposal for signage and traffic control at the new Bates Road boat ramp as presented and discussed. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve the IDPR Off Road Motor Vehicle Grant Proposal for improving public access wayfinding signage in Teton Valley as presented and discussed. Motion seconded by Commissioner Riegel and carried unanimously.

BATES RIVER CABIN. Building Official Tom Davis has inspected the cabin and found multiple deficiencies needing correction (Attachment #4). Problems include the lack of guard rails along the loft edge and stairway, missing cap on wood stove chimney, exposed wiring inside the house, lack of roof insulation, etc.

PACKSADDLE ROAD VACATION. After speaking with the applicant, Chairman Leake says it's unclear how the applicant can insure that the four properties in question will continue to have access if the existing road is vacated. This means that documents will not be available prior to the December 27 public hearing continuation as intended by the Board. Chairman Leake believes there are five options and will summarize those options in written form. The best alternative would be to purchase a small amount of property from the Kay family at fair market value. He said a question has also arisen about who will receive the existing Kay's Hill property if that road is vacated; the applicant has been asked to provide survey stakes in that area.

OPEN MIC

Watts Barden spoke about winter maintenance on Ski Hill Road.

BUILDING

Department Manager Wendy Danielson said 16 permits were issued during November, 8 for single family homes. Each City currently contracts out their plan reviews and building inspections and Ms. Danielson is investigating the possibility of proposing a County-wide building department.

PLANNING

County Executive Assistant Holly Wolgamott said the former Planning Administrator can provide consultant services only until December 31. She asked the Board to determine who should be appointed Interim PA with signature authority until a new PA is hired. The following motion was made later in the meeting, after consulting with Prosecutor Spitzer via phone and learning there were no constraints on who could serve as Interim PA:

● **MOTION.** Commissioner Park made a motion to appoint Chairman Leake Interim Planning Administrator for the purposes of signing approved applications until January 8, 2017. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Riegel made a motion that the Xerxes Boundary Line Adjustment be processed by Teton County in accordance with Teton County's Subdivision Ordinance and Driggs Zoning Ordinance for the ADR2.5 zone. Motion seconded by Commissioner Park and carried unanimously.

RECREATION

Coordinator Sven Taow reviewed his written report (Attachment #5).

ELECTED OFFICIAL & DEPARTMENT HEAD MEETING

Five elected officials (Commissioners Leake, Park and Riegel, Clerk Mary Lou Hansen, Treasurer Beverly Palm) and five department heads (Jenifer Van Meeteren-Shaum, Rob Marin, Holly Wolgamott, Darryl Johnson, Wendy Danielson) discussed issues of mutual concern, including proposed revisions to the County Hiring Policy and Paid Time Off and Long Term Illness policies.

AMBULANCE SERVICE DISTRICT

● **MOTION.** At 12:59 pm Chairman Leake made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Park and carried. (See Attachment #6 for the Draft Ambulance Service District minutes.)

The Board of County Commissioners meeting resumed at 3:46 pm.

TETON VALLY HEALTH CARE

CFO Wesley White reviewed the hospital's quarterly financial report (Attachment #7).

ADMINISTRATIVE

● **MOTION.** Commissioner Park made a motion to approve the minutes of November 23 and 28 as written. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Chairman Leake made a motion to approve a Certificate of Residency for Sayla Child. Motion seconded by Commissioner Park and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve the retail alcoholic beverage license for Blixt Hospitality LLC. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve the Management Agreement with Teton Regional Economic Coalition. Motion seconded by Chairman Leake and carried unanimously.

DOG ORDINANCE. Former Driggs City Council Member Ralph Mossman said the Prosecutor had reviewed and approved the proposed amendment to Title 5 Chapter 1 of the County ordinances.

● **MOTION.** Commissioner Riegel made a motion to approve Ordinance 2016-1212 Amending Title 5 Chapter 1 dealing with animal control. Motion seconded by Commissioner Park and carried unanimously. (Attachment #8)

Mr. Moss said he had initiated efforts several years ago to achieve improved licensing and enforcement of dog control ordinances throughout the County. This approval was the final step in the standardization of dog ordinances throughout the County and cities. Funding improved dog control will be the next challenge and he told the Board he will ask to meet with them during the FY 2018 budget setting process.

EXECUTIVE SESSION

● **MOTION.** At 4:30 pm Chairman Leake made a motion for Executive Session to discuss legal matters pursuant to IC 74-206(1)(f). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 5:04 pm.

● **MOTION.** Commissioner Riegel made a motion to approve the claims as presented provided that the Extension Educator submit an agenda for the conference attended in Boise. Motion seconded by Commissioner Riegel and carried unanimously.

General	\$39,644.76
Road & Bridge.....	9,989.26
Court & Probation	5,833.13
Court-Restitution	7,474.13
Court-Bonds	3,815.40
Solid Waste.....	26,950.79
Weeds	427.47
E911.....	4,103.64
Mosquito Abatement	41,666.66
Vessel	320.00
Fairgrounds & Fair	579.08
TOTAL	\$140,804.32

● **MOTION.** At 5:30 pm, Commissioner Park made a motion to recess the meeting until 12 noon on Tuesday, December 13 so the remaining agenda items could be completed. Motion seconded by Commissioner Riegel and carried unanimously.

Board of County Commissioners: December 13, 2016 Continuation Meeting

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

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen

Chairman Leake reconvened the meeting at 12:04 pm.

IT/EMERGENCY MANAGEMENT

Administrator Greg Adams reviewed his monthly report (Attachment #9). The Board approved Mr. Adams' request to obtain a cell phone for the new Emergency Management Technician. They also agreed to add monthly phone and internet service at the Fair Building to the County bill. The Fair Board will purchase the necessary equipment out of their budget.

ADMINISTRATIVE

LAND DEVELOPMENT CODE REVIEW. The Board discussed the proposal submitted by Applied Communications for review of the County's new land development code (Attachment #10). Commissioner Riegel said this would provide a third party review of the draft code and recommended approving a contract with the consultant. Commissioner Park believes the new Board should decide whether to contract for review of the draft code. Commissioner Riegel said a review should have been done over a year ago and should have included community involvement. That has not yet been done and she wants to be sure it takes place, even if the new Board disagrees it is needed. Chairman Leake said he was not prepared to make a decision. The Board agreed to hold a special meeting December 19 to discuss the proposal further.

HOUSING AUTHORITY RESOLUTION. The Board discussed the draft document and learned that state statute requires language about low income. Commissioner Park said he supported the resolution providing that future Boards have the freedom to act on it as they see fit.

● **MOTION.** Commissioner Park made a motion to approve Resolution 2016-1212 authorizing the appointment of a Joint Housing Authority with the cities of Driggs, Teton and Victor. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #11)

OTHER BUSINESS. Ms. Wolgamott said she had spent considerable time on risk management and public records requests during the past two weeks, along with assisting the planning staff. The Board unanimously voted for Bonneville County Commissioner Roger Christensen to continue as a Board Member for the Catastrophic Health Care Cost Program. The Board noted receipt of the Notice of Claim letter from Dale Storer on behalf of GBCI Other Real Estate, LLC and Big Sky Western Bank seeking \$12,402.09 in reimbursement for solid waste fees.

● **MOTION.** Commissioner Park made a motion to approve expanding the content and increasing the dollar amount of the FY 2017 Westlaw contract for the Prosecutor/Public Defender. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Riegel made a motion to approve the MOU with the Henry's Fork Cooperative Weed Management Area which includes several counties and state and federal agencies. Motion seconded by Commissioner Park and carried unanimously.

COMMITTEE REPORTS. Commissioners Park and Leake had none. Commissioner Riegel said she participated in a Teton Water Users Association meeting with two members of the State water board during which ground water recharge in Teton Valley was discussed.

EXECUTIVE SESSION

● **MOTION.** At 12:48 pm Chairman Leake made a motion for Executive Session to discuss personnel issues pursuant to IC 74-206(1)(a). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 1:15 pm.

The Board advised Ms. Wolgamott to contact the four leading Planning Administrator candidates to schedule interviews and to change the job announcement from closed to open until filled. Commissioner Park requested to be excused from the interview process because he felt that the incoming commissioners would be better suited to make the decision on who to hire.

● **MOTION.** At 1:30 pm Commissioner Park made a motion to adjourn. Motion seconded by Commissioner Riegel and carried unanimously.

Bill Leake, Commissioner

ATTEST: _____
County Clerk or Deputy

Attachments: #1 Victor-Driggs Pathway information
#2 Public Works update
#3 Idaho Parks & Recreation Grant Application Proposals
#4 Bates Cabin deficiencies
#5 Recreation Coordinator update
#6 Draft minutes of December 12 meeting of Ambulance Service District
#7 Quarterly Report from Teton Valley Health Care
#8 Ordinance 2016-1212 Amending Title 5 Chapter 1 Animal Care and Control Ordinance
#9 Monthly report from IT/Emergency Management
#10 Applied Communications proposal for review of County Land Development Code
#11 Resolution 2016-1212 Authorizing Appointment of a Joint Housing Authority

Board of Teton County Commissioners

MINUTES: December 19, 2016

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

AGENDA

12 Noon MEETING CALL TO ORDER – Bill Leake, Chair

Amendments to Agenda, if any

Land Development Code Review Proposal

Executive Session as needed per IC 74-206(1)(a)

ADJOURNMENT

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen

Chairman Leake called the meeting to order at 12:04 pm.

- **MOTION.** Chairman Leake made a motion to add the Eclipse Coordinator proposal to the agenda. Motion seconded by Commissioner Riegel and carried.
- **MOTION.** Chairman Leake made a motion to add the Highway 33 gravel pit reclamation issue to the agenda. Motion seconded by Commissioner Riegel and carried.

LAND DEVELOPMENT CODE PROPOSAL. This proposal was originally discussed December 12 but no decision was made. Commissioner Riegel said the County should move forward with Phase 1 of the proposal, a review of the Development Code Review (Attachment #1) because the review will yield recommendations that can be used by the new Board.

Chairman Leake said it was obvious to him two years ago that the County should not jump from the Comprehensive Plan to writing detailed Code without an intermediate process. He has considered the proposal and thinks there would be value in a review of the draft code. The code has been converted to Word and the Land Use Assistant is red-lining the changes as requested by the Planning & Zoning Commission. He said there are relatively few changes, perhaps 25-40.

Chairman Leake said he has been asking the Planning Administrator to provide an annual report per Chapter 6 of the Comprehensive Plan, but has never received one.

- **MOTION.** Chairman Leake made a motion to approve a contract with Applied Communications for Phase 1 Development Code Review costing \$9,550 to be paid with Contingency funds. Motion seconded by Commissioner Riegel and carried.

The following motion was made later in the meeting:

- **MOTION.** Chairman Leake made a motion to amend his earlier proposal specifying that the contract for Phase 1 Development Code Review should be paid out of the Planning Department's budget for Contracted Services. Motion seconded by Commissioner Riegel and carried.

ECLIPSE COORDINATOR. Chairman Leake attended a recent meeting in Idaho Falls where regional preparations were discussed. State officials are predicting upwards of 500,000 extra visitors in Idaho for the eclipse. He continues to believe the County should hire an eclipse coordinator.

GRAVEL PIT RECLAMATION. Chairman Leake said the Public Works Director is working to schedule a meeting with Idaho Department of Lands officials in mid-January. Commissioner Riegel will represent the Board at this meeting.

PLANNING ADMINISTRATOR. The Board discussed their interview plans. Commissioner-elects Mark Ricks and Harley Wilcox will participate in the interviews but outgoing Commissioner Kelly Parks has decided not to recuse himself. Executive Assistant Holly Wolgamott will facilitate and observe, but will not ask questions. Commissioner Riegel has compiled a list of possible questions. There will probably be enough time for about three questions each. Commissioner Riegel said it was important that every candidate be asked exactly the same questions, although a candidate's answer to a question might prompt follow-up questions unique to that candidate.

● **MOTION.** At 12:49 pm, Commissioner Riegel made a motion to recess the meeting until 8:30 am on Wednesday, December 21. Motion seconded by Chairman Leake and carried unanimously.

Board of County Commissioners: December 21, 2016 Continuation Meeting

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

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen

Chairman Leake reconvened the meeting at 8:41 am.

EXECUTIVE SESSION

● **MOTION.** At 8:42 am Chairman Leake made a motion for Executive Session to discuss personnel issues pursuant to IC 74-206(1)(a). Motion seconded by Commissioner Riegel and a roll call vote showed all in favor. The Executive Session ended at 11:50 am.

● **MOTION.** At 11:50 am Commissioner Riegel made a motion to recess the meeting until 12:45 pm. Motion seconded by Chairman Leake and the motion carried. The meeting resumed at 12:45 pm.

● **MOTION.** At 12:53 pm Chairman Leake made a motion for Executive Session to discuss personnel issues pursuant to IC 74-206(1)(a). Motion seconded by Commissioner Riegel and a roll call vote showed all in favor. The Executive Session ended at 2:08 pm.

Commissioners-elect Mark Ricks and Harley Wilcox participated in both Executive Sessions during which applicants for the Planning Administrator position were interviewed.

At the conclusion of the Executive Sessions, the Board asked County Executive Assistant Holly Wolgamott to check the references of the top three applicants and to record those phone conversations. After the reference-check is completed, Ms. Wolgamott will schedule a meeting so the Board and Commissioners-elect can review the recordings.

● **MOTION.** At 2:15 pm Chairman Leake made a motion to adjourn. Motion seconded by Commissioner Riegel and carried.

Bill Leake, Commissioner

ATTEST: _____
County Clerk or Deputy

Attachments: #1 Development Code Review proposal

PROFESSIONAL SERVICE AGREEMENT

This Agreement, effective as of _____ is between:

Client:

Teton County, Idaho - Board of County Commissioners
Attn: Holly Wolgamott
150 Courthouse Drive
Driggs, ID 83422
208-354-8775

and

Contractor:

Applied Communications
151 Wedgewood Ln
Whitefish, MT
(406)863-9255

Article 1: Applied Communications Basic and Additional Services

- A. Applied Communications agrees to provide Client services in accordance with the scope of work in attachment A
- B. Additional Services beyond Basic Services as described in Attachment A may be provided if confirmed in writing.
- C. Applied Communications agrees to provide its professional services in accordance with generally accepted standards of its profession. Applied Communications agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

Article 2: Client's Responsibilities

Client agrees to provide Applied Communications with all information, plans, reports, and professional recommendations requested by Applied Communications to provide its professional services. Applied Communications may reasonably rely on the accuracy and completeness of these items.

Article 3: Estimated Schedule and Project Budget

- A. Applied Communications shall render its services as expeditiously as is consistent with professional skill and care and in general conformance with the timeline described in the Attachment A. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.
- B. As of the date of this Agreement, Client's Project budget is not to exceed **\$9,550 per Attachment A**.
 - A. Client agrees to promptly notify Applied Communications if Client's schedule or budget changes.

Client acknowledges that significant changes to the Project schedule, budget or the Project's scope may require a change of work order or contract addendum for additional services from Applied Communications.

Article 4: Compensation and Payments

- A. Applied Communications shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month for the work completed to date. All payments are due Applied Communications within 30-days upon receipt of invoice.
- B. The cost for additional services is \$100 per hour.

Article 5: Termination

- A. Either Client or Applied Communications may terminate this Agreement upon seven days written notice;
- B. If terminated, Client agrees to pay Applied Communications for all services rendered and Reimbursable Expenses incurred up to the date of termination.

Article 6: Ownership of Documents

- A. All instruments of professional service prepared by Applied Communications including, but not limited to, reports, maps, and specifications, are the property of the client.
- B. Applied Communications reserves the right to include representations of the Project in its promotional and professional materials.

Article 9: Entire Agreement and Severability

- A. This Agreement is the entire and integrated agreement between Client and Applied Communications and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Applied Communications.
- B. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

Article 10: No Assignment

Neither party can assign this Agreement without the other party's written permission.

Article 11: Oversight Responsibilities

Notwithstanding any other term in this Agreement, Applied Communications shall not control or be responsible for a third party's means, methods, techniques, schedules, sequences or procedures, or any other related programs, or for another's failure to complete the work in accordance with the work program. This clause does not apply to sub-contractors under the direct supervision of Applied Communications.

Article 6: Dispute Resolution

Client and Applied Communications agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

The client, by signing below, hereby agrees to these terms and conditions of this agreement.

Accepted by:

Bill Leake, Chairman Board of County Commissioners

Date

Kathleen McMahon, Applied Communications

Date

Attachment A: Scope of Work & Budget

PHASE 1: DEVELOPMENT CODE REVIEW

	Timeframe
<p>Task 1: Kick-off - Prepare Checklist & Conference Call (Estimated Cost = \$800) To kick-off the project, Applied Communications will develop a preliminary checklist to provide a roadmap for conducting the review. We will conduct an initial conference call with staff to obtain background information, to review the checklist and to refine the scope of work. Among the issues that may comprise the checklist are:</p> <ul style="list-style-type: none"> • Consistency with goals and policies of the comprehensive plan, model code, Teton County Code, and other relevant planning documents. • Internal consistency within the draft code. • Consistency with state enabling statutes. • Functionality: Are regulations clear and user friendly? Are terms defined? • Consideration of legal standards (rational nexus for standards, rough proportionality for exactions, recent case law on signs and other issues) • Consideration of community and Planning Board input. 	January

<p>Task 2: Compile and Review Existing Documents (Estimated Cost = \$2,400)</p> <p>Following the conference call, AppCom staff will review the code, related planning reports and supporting documents. The checklist will provide a guide for conducting this analysis. A preliminary list of documents includes:</p> <ul style="list-style-type: none"> • Draft - Land Use Development Code – Teton County • Existing Teton County Code – Title 7: Area of City Impact, Title 8: Zoning, Title 9: Subdivision, Title 10: Airport Zoning, Title 12: Flood Damage Protection • Teton County Comprehensive Plan. • Greater Yellowstone Framework for Sustainability. • Teton View Regional Model Code. • Staff analysis memoranda of draft code. • State of Idaho enabling statutes. • Public comments, suggestions, and concerns. 	<p>January/ February</p>
<p>Task 3: Memorandum – Preliminary Analysis (Estimated Cost = \$1600)</p> <p>Based on the review and analysis, AppCom will prepare a memo outlining initial findings and follow-up questions.</p>	<p>February</p>
<p>Task 4: Site visit (Estimated Cost = \$1,600)</p> <p>The AppCom team will meet with staff and county officials to discuss the findings and review development files. During the site visit, the team will conduct a hands-on application of the code with actual projects.</p>	<p>March</p>
<p>Task 5: Prepare Summary Report (Estimated Cost = \$800)</p> <p>AppCom will incorporate the information from the site visit into the preliminary findings and prepare a summary report.</p>	<p>March</p>
<p>Task 6: Revise and Finalize per County Review (Estimated Cost = \$1,600)</p> <p>Following review by Teton County staff and officials, the summary report will be revised and finalized as necessary.</p>	<p>April</p>
<p>Budget (Professional Fees = \$8,800 + Travel Expenses \$750)</p>	<p>\$9,550</p>

INTERGOVERNMENTAL AGREEMENT – JOINT HOUSING AUTHORITY

DRIGGS / TETONIA / VICTOR / TETON COUNTY, ID

WITNESSETH:

The City of Driggs, City of Tetonia and City of Victor (“cities”) and Teton County, Idaho (“County”) hereby enter into this INTERGOVERNMENTAL AGREEMENT (“Agreement”) on this the _____ day of _____, 20____.

WHEREAS, the cities are authorized by Title 50, Chapter 19 of the Idaho Statutes and Teton County is authorized by Title 31, Chapter 42 of the Idaho Statutes to jointly create a housing authority to carry out and effectuate the purposes and provisions of Title 50, Chapter 19 and Title 31, Chapter 42; and

WHEREAS, the cities and county (“the parties”) have individually adopted resolutions declaring the need for a housing authority, and the parties desire to create an independent housing authority, as authorized under Idaho Statutes.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the parties hereto agree as follows:

I. General Provisions

The Driggs/Tetonia/Victor/Teton County Idaho Housing Authority (hereinafter referred to as “Authority”) has been established as a multi-jurisdictional housing authority for the purpose of assisting the parties in effectuating the purposes and provisions of Title 50, Chapter 19 and Title 19, Chapter 31. The Authority shall be a public body corporate and politic, independent of the parties.

The Authority shall have any and all powers, duties, rights and obligations as are set forth in Idaho Statute and further defined herein.

II. Board of Commissioners

A. *Number, Manner of Appointment, Qualifications, etc.:*

The Board shall consist of seven (7) Commissioners (“Commissioners”), serving staggered terms, to be appointed as follows:

1. The Board of County Commissioners shall appoint two commissioners as follows: one commissioner whose term shall be 5 years and who shall serve as the initial Board Chair until the Authority adopts Bylaws which designate the first chairman in accordance with Idaho Code §§31-4210 and 50-1910, and a second commissioner whose term shall be 4 years.

2. Two Commissioners shall be appointed by the City of Driggs, whose initial terms shall be 2 years and 3 years.
3. Two Commissioners shall be appointed by the City of Victor, whose initial terms shall be 2 years and 3 years.
4. One Commissioner shall be appointed by the City of Tetonia, whose initial term shall be 1 year.
5. Appointments to fill vacancies shall be made by the same entities that made the original appointment and new terms shall be for five (5) years.
6. A Commissioner may be removed at the sole discretion of the appointing entity.

III. DUTIES OF THE PARTIES

A. *Personnel.*

1. Until such time as the Authority employs a secretary or executive director, Teton County Idaho shall provide administrative services for the Authority.
2. The parties shall jointly provide planning support to the Authority to the extent that each has the capacity to do so within its budgeted and allocated staff time.
3. For such legal services as it may require, the Authority may call upon the Prosecuting Attorney of the County or may employ its own counsel and legal staff

B. *Finances and Accounting.*

1. The parties shall jointly contribute towards the operational funding for the Authority in a total amount to be agreed to unanimously in writing by all the parties, and in the following ratio:
 - a) Teton County = 47.5%
 - b) City of Driggs = 25%
 - c) City of Victor = 25%
 - d) City of Tetonia = 2.5%
2. No Party will have any obligation to fund unless and until all the parties execute an agreement with the Housing Authority, establishing the requirements that must be met by the Authority prior to the transfer of

annual operational funding. Said agreement shall include at a minimum, the requirements: that the Authority:

- a) Establish bylaws which provide for, at a minimum, designation of a chairman and that at least three (3) of the members of the Authority approve any bonds, notes, or other obligations.
- b) Adopt Affordable Housing Guidelines.
- c) Submit a Housing Production Plan to the parties for approval.
- d) Submit an Annual Work Plan for Approval by the parties, which shall include appropriate tasks to implement the Housing Production Plan.
- e) Review and comment on affordable housing programs and development projects within each jurisdiction.
- f) Operate in accordance with the applicable provisions of Idaho Code.

IV. DISPOSITION OF ASSETS UPON DISSOLUTION OF THE AUTHORITY

In the event of the dissolution of the Authority, the assets of the Authority shall be distributed as follows:

- A. All remaining assets acquired by the Authority after the date of this Intergovernmental Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of the asset.
- B. The parties may agree to dispose of any assets of the Authority in any other acceptable manner.
- C. If the parties cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction as soon as practicable with the proceeds allocated to the Cities and the County in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.

V. ANNUAL RENEWAL AND TERMINATION:

The term of this Intergovernmental Agreement shall be from the effective date hereof through September 30, 2017, and shall automatically be renewed for successive one-year periods thereafter. Any party hereto may terminate this Intergovernmental Agreement for any reason upon ninety (90) days' written notice, provided, however, that this Intergovernmental Agreement may not be terminated or rescinded so long as the Authority has bonds, notes, or other

obligations outstanding, which have been duly authorized and approved by the Authority, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations provided however, that if full payment has been provided by escrow, such termination or rescission shall not occur unless nationally recognized bond counsel has delivered an opinion to the effect that such termination or rescission, in and of itself, will not adversely affect the tax status of the interest on such escrowed obligations. Furthermore, this Intergovernmental Agreement may not be terminated if the Authority has obligations to the U.S. Department of Housing and Urban Development under any Low Rent Public Housing Program, or other similar program, unless those obligations are assumed by one or more of the parties.

VI. MODIFICATION OF THIS AGREEMENT

This Agreement may be modified by written amendment approved by the parties, acting separate.

VII. NOTICES

Any formal notice, demand or request provided for in this Intergovernmental Agreement shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid to:

City of Driggs
c/o City Clerk
PO Box 48
Driggs, ID 83422

Board of County Commissioners
150 Courthouse Drive
Driggs, ID 83422

City of Victor
c/o City Manager
PO Box 122
Victor, ID 83455

City of Teton
c/o City Clerk
PO Box 57
Tetonia, ID 83452

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year herein last written below.

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY IDAHO

Chairman Bill Leake

Attested: _____

By _____

Dated _____

THE CITY OF DRIGGS

Hyrum Johnson, Mayor

Dated_____

Attested:_____
City Clerk

THE CITY OF TETONIA

Gloria Hoopes, Mayor

Dated_____

Attested:_____
City Clerk

THE CITY OF VICTOR

Jeff Potter, Mayor

Dated_____

Attested:_____
City Clerk

11-2-1 DEFINITIONS. The following words and terms in this ordinance are defined as follows:

(a) **“Bicycle”** means a device propelled exclusively by human power upon which a person may ride, having two, three, or four wheels arranged in a tandem or tricycle fashion.

(b) **“Motor vehicle”** means a vehicle which is self-propelled including, but not limited to motorized scooters, all-terrain vehicles, automobiles, trucks, tractors, mopeds, ~~snowmobiles~~, golf carts and Segway Personal Transporters.

(c) **“Motorcycle”** means a motor vehicle having a saddle or seat for use of a rider and designated to travel on not more than three wheels in contact with the ground, but excluding a tractor.

(d) **“Non-motorized pathway”** shall mean any public way or easement operated and maintained or held by the County for bicycle and pedestrian use.

(e) **“Person”** shall mean any person, or any firm, corporation (profit or nonprofit), or any association (incorporated or unincorporated), or any other type of business entity.

(f) **“Sign”** shall have the same meaning as provided in the County Zoning Ordinance.

(g) **“Snowmobile”** means a motor-driven vehicle designed for travel primarily on snow or ice of a type which utilizes sled-type runners or skis, or a revolving belt tread, or any combination of these or similar means of contact with the surface upon which it is operated.

(h) **“Vehicle”** means a device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved exclusively by human power.

(i) **“Designated Easement”** is a two (2') foot area that runs on either side of the paved non-motorized pathway.

11-2-2 PROHIBITION OF MOTOR VEHICLE USE. No person shall operate an automobile, truck, tractor, moped, ~~snowmobile~~, motorcycle, four wheeler, or any other type of motor vehicle upon any non-motorized pathway within the County, except directly to enter or depart from adjacent property. Provided, however, this section shall not prohibit the use of snowmobiles on the pathway when snow covers the pathway, nor shall it prohibit use of ~~of~~ pedestrian pathways by persons using power driven mobility devices as defined by the Americans with Disabilities Act. County employees or others authorized by the County to perform inspection, repair, or maintenance work, and persons providing emergency medical or veterinary services, in the performance of their official or professional duties shall be exempted as well.

11-2-3 SAFE BICYCLE AND SNOWMOBILE OPERATION. All persons will travel in a consistent and predictable manner. No person shall operate a bicycle or a snowmobile on a non-motorized pathway at a speed greater than what is reasonable and prudent under the conditions then existing, and in no event at a speed greater than 25 mph. Any person operating a bicycle or snowmobile on a non-motorized pathway shall yield the right-of-way to motor vehicles that are crossing the non-motorized pathway, and also shall yield the right-of-way to pedestrians who are using the non-motorized pathway.

11-2-4 COUNTY POLICIES REGULATING PATHWAY USE. The Board of County Commissioners may adopt policies for regulating the use of non-motorized pathways, consistent with the terms of this ordinance. Such policies may include provisions regulating the occurrence and scope of gatherings and events on, near or associated with a non-motorized pathway, including but not limited to a County Events Policy. Users of any non-motorized pathway located in the County shall:

(a) Travel in a consistent and predicable manner.

(b) Travel as near to the right side of the pathway as is safe, except as may be appropriate while preparing to make or making turning movements, or while overtaking or passing another user traveling in the same direction.

(c) Occupy only the right half of the non-motorized pathway, measured from the right side, so as not to impede the normal and reasonable movement of other pathway users.

(d) Pass other users on the left and only when it can be done safely, returning to the right upon safely clearing the user being passed.

(e) Give an audible warning signal (e.g. voice, bell, or mechanical or electrical signaling device), in sufficient time to allow response, before passing any user.

(f) Remove themselves and any equipment off the non-motorized pathway when stopping, standing or parking.

11-2-5 DAMAGE.

(a) No person shall willfully or maliciously, or wantonly destroy, injure, mutilate, deface, paint on, write on, alter, remove or otherwise damage or carry away a non-motorized pathway, on any part thereof, or any sign, pillar, fence, bench, trash container or part thereof, relating thereto.

(b) At the County's option, the County may either repair the damage caused by a person who violates subsection (a), and such person shall be responsible for reimbursing the County for such repair work, or alternatively, the County may require the person who caused the damage to repair the non-motorized pathway to its prior state within ten (10) days of the date of the damage. All such repair work shall be performed to the County's satisfaction.

11-2-6 NON-MOTORIZED PATHWAY OBSTRUCTION.

(a) **PARKING.** No person shall stop, stand or park or cause to be stopped, standing or parked, any vehicle, motorcycle, trailer, mobile home, motor home, camper, or boat or any other object upon a non-motorized pathway or the designated easement so as to obstruct the free passage of pedestrians, vehicles or other persons or conveyances.

(b) **DEBRIS.** No person shall deposit or burn, or cause to be deposited or burned, any litter, or leaves, branches, grass, brush or other yard debris upon a non-motorized pathway, or deposit, or cause to be deposited, any earth, stone, sand, gravel, trash, rubbish, cans, bottles, broken glass, nails, garbage cans or any other objects or debris upon a non-motorized pathway or within the designated easement for the non-motorized pathway.

(c) **DEPOSIT OF ICE OR SNOW.** No person, in removing snow, ice or slush from private property, or from public property under his or her control, such as a driveway, vehicle parking area or approach area, shall dump or deposit, or cause to be dumped or deposited, such snow, ice or slush, either temporarily or permanently, on any non-motorized pathway without the prior written permission of an authorized Victor County official.

11-2-7 ANIMALS.

(a) Any person who owns or exercises any control over an animal shall, if the animal deposits any fecal matter on any non-motorized pathway or within the designated easement for the non-motorized pathway, immediately and completely remove such matter. This section shall not prohibit the presence of animals on non-motorized pathways.

(b) Pets must be under the control of the owner at all times so as not to interfere with other pathway users.

11-2-8 VEGETATION. No person shall plant any trees, shrubs or other vegetation within the designated easement for the non-motorized pathway without first obtaining a permit or other written permission from the County. The County reserves the right to maintain trees and shrubs within the designated easement of the non-motorized pathway.

11-2-9 IRRIGATION. No person shall leave any garden hose, lawn sprinkler or other irrigation device or similar implement unattended when such hose, sprinkler, device or implement is in contact with or runs across or over the surface of a non-motorized pathway. No water or other outflow from such device shall encroach upon the surface of a non-motorized pathway.

11-2-10 CONSTRUCTION PROJECTS.

(a) If any construction project on lands adjoining a non-motorized pathway results in damage to the non-motorized pathway, then all such damage shall be fully repaired and the non-motorized pathway shall be restored to its former condition within ten (10) days after the damage occurs, unless otherwise authorized by Victor County; provided, however, that if weather conditions prevent full restoration of the non-motorized pathway within such ten (10) day period, then the non-motorized pathway shall be temporarily patched and restored so as to permit reasonable use by bicycles, skaters and pedestrians, and full repair and restoration shall then be completed as soon as weather permits.

(b) An occupancy permit shall not be granted under the County zoning ordinance or building code for any building or structure unless and until any non-motorized pathway damaged in connection with the construction of such building or structure has been fully repaired and restored to its former condition; provided, however, that if weather conditions then prevent full repair and restoration of the non-motorized pathway, an occupancy permit may be granted if (i) the non-motorized pathway has been temporarily patched and restored so as to permit safe and reasonable use by bicycles and pedestrians, and (ii) the County is provided with adequate financial security in the form of a cash deposit, letter of credit or performance bond, to guarantee full repair or restoration of the non-motorized pathway as soon as weather permits.

(c) Repair of all damage, as required by this Section, shall be performed in compliance with trail standards set by the County Engineer.

11-2-11 CUTS OR OPENINGS IN SIDEWALK OR PEDESTRIAN PATHWAY.

(a) All persons shall complete a Non-motorized Pathway Opening Permit if it is necessary to make a cut or opening in a non-motorized pathway. Such cut or opening shall not be made until a Non-motorized Pathway Opening Permit has been authorized in writing by the County.

(b) If an emergency requires an immediate utility cut or opening to be made, the County Public Works Director shall be notified, the permit completed and the applicable fee paid on the next business day during which the County office is open.

(c) When the work within a cut or opening is completed, the cut or opening shall be promptly compacted and restored as required in accordance with the trail standards set by the County Engineer.

11-2-12 SIGNS.

(a) No person shall install, attach, suspend or in any other manner display any sign, banner, printed leaflet or similar object or above a non-motorized pathway, or within the designated easement for

the non-motorized pathway, nor shall any person tape or affix any sign, banner, printed leaflet or similar object to a non-motorized pathway or within the designated easement for the non-motorized pathway without the prior written approval of the County Zoning Administrator or other County official authorized to grant such approval.

(b) The provisions of this Section shall not prohibit the County from installing and maintaining signs and markers pertaining to the non-motorized pathway or painting words or markings on the pathway if necessary for the proper use of the pathway or for public safety purposes.

11-2-13 EXEMPTION. This ordinance shall not apply to work being done by an authorized County official or employee on a non-motorized pathway and this ordinance shall not be construed to prohibit the County, or any officer, employee or agent thereof, from exercising all reasonable and necessary governmental powers with respect to the use, maintenance and repair of non-motorized pathways.

11-2-14 SANCTIONS FOR VIOLATIONS. Any person or other entity who violates any of the provisions of this Ordinance is guilty of an infraction as defined by Idaho law and is subject to a fine of eighty five dollars (\$85.00) plus costs. A violator of this Ordinance shall also be subject to such additional sanctions, remedies, and judicial orders as are authorized under Idaho law. Each time a violation of this Ordinance exists constitutes a separate violation.

11-2-15 SEVERABILITY. This ordinance and the sections and subsections thereof are severable. If any portion of this ordinance is adjudged invalid, the remainder of the ordinance shall not be affected thereby, but shall remain in full force and effect.

11-2-16 CONFLICT. If any ordinances or parts of ordinances are in conflict with this ordinance this ordinance shall control.

ADOPTED this 9th Day of November, 2015.

Teton County Board of County Commissioners

By: _____
Bill Leake, Chair

ATTEST:

Mary Lou Hansen, County Clerk

Eclipse Event Management & Coordination Recommendation

The Total Solar Eclipse which will occur August 21, 2017 at about 11:34am, is expected to draw about 40,000 visitors to Teton Valley, Idaho. The current population of the Valley is about 10,500 people. It is anticipated that a large number of these visitors will arrive days before the event and many will stay following the event. It is also anticipated that a large number of visitors will arrive that morning for the viewing. Which means that we need to plan for this influx of visitors to ensure the impacts are minimized from a health, security, and safety perspective.

As such, the County and Cities of Teton Valley should plan accordingly.

Based on much input from an Ad Hoc Committee lead by Alan Allred (Interested Citizen), Bill Leake (County Commissioner), Jeff Potter (Mayor Victor), Gloria Hoopes (Mayor Tetonia), Doug Self (Driggs Community Development) and Greg Adams (Teton County Emergency Management Manager), and numerous community representatives; it is recommended that Greg Adams be appointed to lead the effort to organize and plan for this event.

It is further recommended that the County authorize Greg to hire an individual to assist him in managing the effort to plan, coordinate and oversee the numerous tasks associated with controlling, organizing, and coordinating the all the activities associated around this event.

Mr. Allred has developed an overall plan and lists of tasks that will need to be worked (see Attachment 2). He has also identified many key individuals and organizations that will need to be coordinated with to execute the overall management of this event.

Key to the success will be establishing a permitting process for ensuring camping and other temporary lodging is being serviced in a manner to ensure the health, safety and security of the visitors.

Also key to success is arranging early for sanitation equipment and additional food service providers. It is expected we will need several hundred Porta-Potties and the ability to feed and otherwise supply the visitors beyond what our current food service providers can handle.

It is my recommendation that we offer Mr. Allred a temporary or independent contractor position, reporting to Mr. Adams, as the Eclipse Event Manager to plan for and execute those tasks and activities identified in his project planning documents. Mr. Allred's resume is provided in Attachment 3. I suggest a salary at the 120% level of a County Grade 10 (no benefits - \$37.44/hr) for a temporary period starting January 1, 2017 and ending September 15, 2017 (37 weeks) or sooner if appropriate. Since the actual effort for this unique situation is not yet quantifiable, I recommend that Mr. Allred be authorized to work up to but not exceed 24 hours/week. Should he and Greg determine that additional time is needed, a request should be made to the BoCC for authorizing additional time. The cost for this is estimated to be: \$44,328.96 (\$37.44/hr x 32 hrs/wk x 37 wks). Additionally, Mr. Allred will be reimbursed for actual expenses incurred for travel (in accordance with County travel policy) materials and

supplies to be invoiced with receipts showing actual cost not to exceed \$7,500 total for this period unless otherwise approved by Mr. Adams with prior budget approval from the Board of County Commissioners. Total Estimated Cost: \$51,829.00

Further, I recommend that the County authorize Mr. Adams and Mr. Allred to identify a supplier and obtain a bid for supplying the aforementioned Porta-Potties and their associated cleaning/servicing. The plan would be for the County to acquire them (rent or purchase) and charge permit holders and other event organizers for their use. Certainly there is risk in recapturing the cost, but the consequences of not having adequate sanitation stations around the County and Cities could be detrimental to health and safety. This will also entail determining the ability and logistics for disposing the waste. The estimated cost for having these available and serviced is about \$1,000,000 (700units x \$150/day x 10days) see Attachment 1 for how this estimate was derived.

There are opportunities through the temporary permitting process for camping and other services such as providing ice, water, etc. to generate revenues to cover these costs that should be investigated. But in itself, takes staff time.

Note that Jackson and Rexburg are pursuing similar services for an Eclipse Coordinator. We should consider the extensive amount of work Mr. Allred has donated so far to helping us get on top of this important effort.

As a guide for what Mr. Allred will do, see Attachment 2. It should be used as an outline for tracking progress on each of these activities and associated tasks. It should be undated as more information comes available. I would expect Mr. Adams to brief the BoCC and others periodically as to the progress being made on this.

Respectively Submitted,

Bill Leake

District 2 Commissioner and Ad Hoc 2017 Eclipse Event Committee Organizer

Attachment 1

Porta-Potty Rough order of Magnitude Estimate

Jenny Lake averages several thousand visitors per day (say 4,000 – this is a rough estimate at best) and has 20 or so Porta-Potties which equates to about 200 people per Porta-Potty assuming 4000 visitors. Which equates to 150 Porta-Potties are needed for 30,000 visitors. If we assume they are only used half or one-third of the time the estimate could be multiplied by 2 or 3 to give 300 to 450 units needed.

Another analogy is on the day of the event we will have 40,000 visitors of which say 30,000 will be using the Porta-Potties at least twice that day on an average of say 2 minutes per visit. $30,000 \times 2 \text{ minutes} = 60,000$ minutes of use over a period of say 8 hours (480 minutes) would indicate we need 125. This seems really low.

We know at Targhee Fest they use 100 Porta-Potties for about 3500 visitors/day. Which equates to 35 people per Porta-Potty. That would say we need $(30,000/35)$ 860 units at the peak on event day.

If we assume we need 700 units at \$150/day for 10 days the cost would be about \$1M.

If we assume an average revenue from each visitor for sanitation service of \$5/day x \$30K x 10days, that would be \$1.5M. This could equate to \$500K profit.

Need to check with places that host big events for several days to fine-tune these estimates. Such as the air show in Oshkosh or Sturgis.

Attachment 2

TETON CO. IDAHO 2017 SOLAR ECLIPSE PROJECT EXECUTION METHOD STATEMENT

CONTENTS

1. INTRODUCTION
2. TERMS AND DEFINITIONS
3. SCOPE OF WORK
 - A. DETAILED DESCRIPTION
 - B. SEQUENCE OF ACTIVITIES
 - C. IDENTIFICATION OF CRITICAL PATH ITEMS AND MILESTONES
4. PROJECT SCHEDULE
 - A. WORKFLOW PROCESS
5. PROJECT EXECUTION
 - A. MEETING SCHEDULE
 - a. Kick-Off meeting
 - b. Weekly project team meetings
 - i. Minutes of meeting
 - ii. Action register
 - B. CITY/COUNTRY PREPARATION
 - a. Unified Command Center
 - b. ADA Handicap access
 - c. Security
 - i. Terrorism
 - ii. Event security measures
 - d. Project database
 - i. Volunteer data
 1. "Justserve.org"
 2. Sign-up Genius
 - C. VISITOR/CROWD MANAGEMENT
 - a. PHASE 1: Welcoming process
 - b. PHASE 2: While here process
 - i. Event management
 - ii. Camping management
 - iii. Parking/traffic control
 - iv. Portable field kitchens
 - v. Alcohol beverage control
 - vi. Warehouse for critical supplies
 1. Water

- 2. Toilet paper
 - 3. Emergency generators
 - c. PHASE 3: Departure process
 - i. Phased departure
- D. EMERGENCY RESPONSE
 - a. Emergency management plan
 - i. Designated Emergency services lane
 - ii. First Aid stations
 - iii. Emergency fuel supply
 - iv. Wildfires
 - v. Identification of “critical” equipment
 - 1. Test and inspection
 - b. Law Enforcement
 - c. Fire/ambulance
 - d. S&R
 - e. Emergency response common channel/frequency
 - i. Ruthless pre-emption
- E. SANITATION & CLEAN UP PLAN
 - a. Solid waste
 - i. Transfer station
 - ii. Additional dumping points
 - b. Liquid (Human) waste
 - i. Sewer load planning
 - ii. Porta-potties
 - 1. Event sites
 - 2. Campgrounds
 - 3. Trail Heads
 - 4. City locations
- F. PERMITTING & ZONING
 - a. Camping
 - b. Parking
 - c. Viewing/event
 - d. Concession
- G. HEALTH, SAFETY AND ENVIRONMENT (HSE)
 - a. Eclipse eyewear
 - b. Pets
 - c. Food & Water
 - i. Grocery stores

- ii. Restaurants
- iii. Food trucks
- iv. Hydration stations

H. MOBILIZATION/DEMOBILIZATION PLAN

- a. MOB: Seven days prior to event
- b. DEMOB: Five days after event

6. PROJECT TEAM

A. IDENTIFICATION OF STAKE HOLDERS

- a. Cities
- b. County
- c. Polices/Fire/Hospital/Ambulance
- d. Public utilities
- e. Non-Profit organizations
- f. SilverStar
- g. School district
- h. Key local, state, federal agencies
 - i. IDOT
 - ii. IDPS
- i. RAD
- j. Broulim's
- k. ACE hardware
- l. Spud Drive-in
- m. Banks (ATM's)
- n. RV Parks
- o. U.S. Forest Service
- p. State international tourism bureau
- q. TREC
- r. Jackson/T.Co. Wyoming
- s. Hotels
- t. Shuttle and bus services
- u. Library
- v. GEO Tourism Center

B. TEAM COMPOSITION

- a. Organization Chart
- b. Delegation of Authority

C. TEAM LEADS

- a. Project Execution
- b. Transportation

- c. Emergency Management Services
 - d. Communication
 - e. Sanitation
 - f. GIS/Maps
 - g. Permits
 - h. Economic Impact
- D. JOB DESCRIPTIONS
- E. ROLES AND RESPONSIBILITIES
 - a. Accountability matrix
- 7. MANPOWER AND RESOURCES PLAN
 - A. PEOPLE
 - B. BUDGET
 - a. Identification of funding and revenue sources
 - b. Cost/Benefit analysis (TREC)
 - C. INFRASTRUCTURE & EQUIPMENT
 - D. PROCUREMENT PLAN
 - E. CONTRACTORS, SUBCONTRACTORS & VENDORS
 - a. (AVL) Approved vendors list
 - b. Established public procurement rules
- 8. COMMUNICATION PLAN
 - A. EVENT PHONE NUMBER
 - B. EVENT EMAIL ADDRESS
 - C. EVENT FACEBOOK PAGE
 - D. EVENT CALL CENTER
 - E. ECLIPSE APP
 - a. Available in 5 languages
 - F. TWITTER
 - G. BUSINESS CARDS
 - H. CELL SERVICE (Sufficient bandwidth?)
 - I. WEBSITE
 - J. MAPS
 - a. Visitor map
 - b. Eclipse map
 - c. Paper and digital
 - d. Rob Marin- T.C. GIS
 - K. EVENT SIGNAGE
 - L. COMMUNICATION WITH THE COMMUNITY
 - a. Topics

- i. What to expect
- ii. Camping and event permitting
- iii. Registering lodging, camping and events with Website
- iv. Volunteers

b. Methods

- i. Open house
- ii. Newspaper articles
- iii. Information center(s)

M. LINKS TO OTHER CITY/COUNTY WEBSITES

9. TRANSPORTATION & TRAFFIC MANAGEMENT

A. PARKING PLAN

- a. Park & Ride locations
- b. Designated parking areas
- c. RV Overflow

B. TRANSIT

- a. Traffic plan
 - i. Auto
 - ii. Cyclists
 - iii. Pedestrian
- b. Providers
 - i. START
 - ii. TRPTA
 - iii. SLC EXPRESS
 - iv. Cities
 - v. School District
- c. Gridlock: Maintain traffic flow externally & internally
 - i. Use of one-way traffic/counter-flow lanes

C. AIRPORT

- a. Air traffic Control
- b. (Contact Peter Kline pkline@tetonaviation.com)

D. SUPPORT SYSTEMS

- a. Fuel
 - i. Hartshorn Oil
- b. Towing
 - i. CRASH
 - ii. Wrecker boys
- c. Buses, shuttles, taxi's, Uber, etc

10. MANAGEMENT OF CHANGE

- A. DEVIATION
- B. CHANGE
- 11. RISK ASSESSEMENT
 - A. THREAT & HAZARD IDENTIFICATION & RISK ASSESSMENT (THIRA)
 - a. Risks including:
 - i. Operational
 - ii. Organizational
 - iii. Insurable
 - iv. Financial
 - v. Legal/contractual/regulatory
 - B. MITIGATION PLAN
 - C. TESTS, DILLS & EXERCISES
 - a. Equipment testing
 - b. Critical process drill
 - c. System exercise
- 12. PROJECT CLOSE-OUT
 - A. LESSONS LEARNED REPORT
 - B. ECONOMIC IMPACT REPORT
 - a. TREC

Attachment 3

Perry "Alan" Allred

Cell: 281-704-6355, Email: alanywhere@hotmail.com

Summary of Experience

Highly experienced in corporate management within the marine and offshore construction industries. A skilled Corporate Executive with a record of leadership in multi-cultural environments. Global management roles include responsibility for Enterprise Risk, Asset Integrity Management, Crisis Management and Business Continuity.

Service to industry

2004 Congressional appointment by U.S. Secretary of Homeland Security Tom Ridge, to the National Offshore Safety Advisory Committee (NOSAC)

2006 to 2012 elected and served as Chairman of the North American Section of the International Marine Contractors Association (IMCA), with over 1,000 member companies.

Experience Detail

VP, QHSE

(GulfMark, Inc., 10/2013- 4/2015)

Responsible for integrating Duty of Care philosophy into GULFMARK culture, oversight of regional QHSE functions, management of QHSE performance goals, objectives, and KPI's for critical QHSE elements and development of "best in class" performance through increased mobility, transparency and accountability.

EVP, ROV Operations

(Delta Subsea, 4/2013-10/2013)

Venture capital start-up. Responsible for management of the new ROV Division including: ROV Operations and technical management, Supply Chain Management, Logistics, Records Management, HSEQ and Risk Management, Project Management and Tender Process Management. Responsible for installation of the company's new Enterprise Resource Plan

(ERP). Responsible for Factory Acceptance Testing (FAT), delivery, System Integration Testing (SIT) and commissioning of new Schilling Heavy Duty (HD) work class ROV systems. Responsible for recruiting, hiring and team development for both office staff and ROV technical positions.

SVP, HSEQ & Risk

(EMAS Group 3/2011-4/2013)

Led team in design and development of a corporate control framework. Critical elements included controls for management of the EMAS group of companies and the alignment of functions for the execution of major projects; specifically the development of group governance "Standards", management systems and business risk management strategies. Developed control self-assessment process to measure the effectiveness of the control framework. Responsible for HSE, Quality, Risk Management, Business Continuity and Records Management for the EMAS group of companies including EMAS-AMC, EMAS-Marine, EMAS-Production, EMAS-Energy and TriYards.

VP, HSEQ & Risk

(Aker Subsea NA 1/2009 – 3/2011)

Developed and maintained a successful HSE focus while elevating Quality to the level of Safety. Managed Technical Risk, Asset Integrity, Business Continuity, and Crisis Management and had oversight responsibility for the Project Execution Model (PEM) process for 5 business lines. Developed organizational and departmental key performance indicators for critical business processes. Revitalized Document Control and Records Management.

Director HSEQ & Risk

(Aker Marine Contractors US Inc., 6/2008 – 1/2009)

Worked to incorporate HSEQ & Risk into all areas of the Project Execution Model (PEM); increased departmental awareness of the PEM as our fundamental Quality process, and developed and managed organizational and departmental key performance indicators.

Project Manager

(Aker Marine Contractors US Inc., 2006 - 2008)

Project Manager for Chevron Tahiti Belly Strakes Installation and Semi, Tow to Field Lead for the SBMA Thunder Hawk Project.

Global Marine SQES Manager

(J. Ray McDermott, Inc., 1998 –2006)

Served as J. Ray McDermott's World Wide Marine Manager for Safety, Quality, Environment and Security (SQES). Other duties included responsibilities for asset integrity, Crisis Management and duties as Designated Person Ashore (DPA) for JRM worldwide, under the International Safety Management (ISM) Code, & Company Security Officer (CSO) under the International Ship and Port Facility Security (ISPS) Code. Also responsible for all area SQES managers and all area Security Officers. Master of DB50, DB101 and Ocean Builder.

Port Captain and Unlimited tonnage Master

(Sabine Towing & Transportation Company, 1989 - 1998)

First Port Captain for Sabine Transportation. Responsible for integrity of company's Marine assets. Implemented ISM and ISO9001. Experienced in 3rd party vessel safety and pre-charter vetting inspections and Incident Investigation. Experienced with ship conversions, new construction and overhauls. Master of Sabine Tankers, Trinity, Colorado and Concho.

Ship's Officer

(US Department of Defense, Military Sealift Command, Pacific, 1982-1989)

Served as 3/M, 2/M, Chief Mate, Cargo Officer. Held Top Secret security clearance through DOD, USN. Nuclear weapons Security Officer. Worked with Military contracts and specifications in both foreign and domestic shipyards.

Education

Texas A&M University at Galveston, B.S. Marine Science, 1982

Training and Service to Industry

- Total Quality Management
- Developing Your Leadership
- Project Manager Training- Project Leadership
- TAPROOT Incident Investigation
- Advanced NIMS Incident Command System (ICS) & Incident Commander
- Behavioral Science & Technology: "Leading with Safety"
- Management Development Institute
- Marine Institute of Technology & Graduate Studies, ISPS Code CSO/PFSO/SSO
- Unlimited Tonnage Master License, all Oceans.



FROM: County Executive Assistant, Holly Wolgamott
TO: Board of County Commissioners
RE: Executive Assistant Update
MEETING: December 27, 2016

1. Employee Committee

- a. At the last EODH meeting a report from the employee committee was presented regarding our current Hiring Policy, PTO policy, and LTI policy. For the Hiring Policy, further research is needed to complete requests made at the EODH meeting. I am currently working on those requests. For the PTO and LTI policy changes, the group was asked to get back to me with concerns/issues regarding the proposed changes. I have not heard anything back from any elected officials, department heads, or other staff. I am therefore proposing that the changes described below be considered for approval by the Board.

Proposed Changes to the PTO and Sick Leave Policy

- Keep PTO accrual the same but allow employees to carryover 168 hours per year with a maximum buy out of 80 hours.
- Alter the LTI policy to just become true Sick Leave eliminating the requirement of using 2 days of PTO before being allowed to use Sick Leave Hours.
- When hired, give employees 24 hours of sick leave and then allow accrual of sick leave at the current rate for their first year. All subsequent years, employees would continue to accrue sick leave at the same rate until they reach 120 hours. At that time, sick leave could then be transferred over to PTO, as the current policy allows.
 - This would mean that employees who do not use their sick leave would reach 120 hours one year faster than the current plan.
 - Maximum PTO carryover and buyout would keep the policy manageable and would not cause a significant fiscal impact to the County.

Please advise on how you would like me to proceed with these requests.

Christmas Eve Half Day Holiday

The Employee Committee also suggested a change to the current holiday schedule. As it is now, if Christmas Eve falls on a Monday – Thursday, employees are given a half-day holiday on Christmas Eve. If Christmas Eve falls on Friday – Sunday, a half-day holiday is not given. The committee feels that the policy should be changed so that a half-day holiday would be given when Christmas Even falls on a Friday, Saturday or Sunday as well. If it falls on a Saturday or Sunday, the half day holiday would be granted on the Friday before Christmas Eve. Does the Board support this change?

2. ACCELA Software

- a. Greg Adams, Mary Lou Hansen, Darryl Johnson, Sharon Fox and I attended the kick off ACCELA meeting. As a result of that meeting, a schedule for training was established. Please see attached schedule. The trainings will mostly involve, myself, Mary Lou, Sharon and Greg. Darryl will provide input as needed. I will report back to the board on the progress of this project as we go.

3. ICRMP and Risk Management

- a. We met our goal for training this year and our certificates have been submitted to ICRMP.

January 10, 2017

Tuesday

1:00 PM - 2:30 PM

Discovery Call- Teton County, ID

January 17, 2017

Tuesday

1:00 PM - 2:30 PM

Demo, Review & Approve- Teton County, ID

January 24, 2017

Tuesday

9:30 AM - 10:30 AM

A&M #1- Overview- Teton County, ID

January 27, 2017

Friday

9:00 AM - 10:30 AM

A&M #2- Preparing an Item- Teton County, ID

January 31, 2017

Tuesday

9:00 AM - 10:30 AM

A&M #3- Approving, Rejecting, Searching- Teton County, ID

February 1, 2017

Wednesday

11:00 AM - 12:00 PM

Historical Data Import Discussion- Teton County, ID

February 7, 2017

Tuesday

9:00 AM - 10:00 AM

Open Session- Teton County, ID

February 15, 2017

Wednesday

1:00 PM - 2:30 PM

A&M #4- Agenda Wizard- Teton County, ID

February 22, 2017

Wednesday

1:00 PM - 3:00 PM

Submitter/Approver Training- Teton County, ID

February 28, 2017

Tuesday

9:00 AM - 10:30 AM

A&M #5- Minutes Maker- Teton County, ID

March 6, 2017

Monday

9:30 AM - 10:30 AM

Open Session- Teton County, ID

March 10, 2017

Friday

9:00 AM - 10:30 AM

Civic Streaming #1- Teton County, ID

March 17, 2017

Friday

9:00 AM - 10:30 AM

Civic Streaming#2- Teton County, ID

March 22, 2017

Wednesday

9:00 AM - 10:00 AM

Open Session- Teton County, ID

March 27, 2017

Monday

9:00 AM - 12:00 PM

Parallel Meeting- BOCC- Teton County, ID

March 28, 2017

Tuesday

9:00 AM - 10:00 AM

Minutes Review- Teton County, ID

April 5, 2017

Wednesday

9:00 AM - 10:00 AM

Open Session- Teton County, ID

April 11, 2017

Tuesday

5:00 PM - 7:30 PM

Parallel PZ Commission- Teton County, ID

April 12, 2017

Wednesday

9:00 AM - 10:00 AM

Minutes Review- PZ- Teton County, ID

April 18, 2017

Tuesday

9:00 AM - 10:00 AM

Agenda Review- Teton County, ID