



## Teton County Idaho - Commissioners Meeting Agenda

MONDAY, April 22, 2012

LOCATION: 150 Courthouse Drive, Driggs, ID 83422 (208-354-8775)

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**THIS MEETING IS BEING RECORDED.** Individuals addressing the Board will approach the podium and state their name for the record. If you have handouts, please provide the Clerk in advance for copying.

**\*\*\* PLEASE SILENCE ALL CELL PHONES \*\*\***

9:00 AM **Meeting Called to Order** – Chairman Park  
Pledge of Allegiance & amendments to agenda if any.

**“Morning Mic”** – Public Q & A  
*Please See Reverse Side for Speaking Rules & Etiquette*

9:30 **Law Enforcement Center Update** – Arden Smith, Ormond Builders  
1. Contract for Surveying – Jorgensen Assoc.

### **DEPARTMENT BUSINESS**

- Juvenile Probation – Brittany Cambell
- Public Works – Jay Mazalewski, Engineer
  1. Solid Waste
  2. Road & Bridge
- Planning, Building & GIS – Angie Rutherford, Planning Administrator
  1. Department Update
  2. Huntsman Springs Plat Amendment
- Prosecutor – Kathy Spitzer
  1. Court Order re: Guns in Courthouse
  2. Contract for Professional Planner

### **Break**

1:00 **Legislative Update** – Tom Loertscher, Marc Gibbs, Bart Davis

1. Senate Bill 1138

2:00 **Eastern Idaho Public Health District** – Geri Rackow

2:15 **Teton Valley Chamber** – Lynda Skujins, Chair

2:30 **Rural Economic Development Grant Request** – Bob Foster

2:45 **Weed Control** – Ben Eborn

1. Award bid for weed spraying

**Executive Session** per IC § 67-2345(1)(d) indigent & personal(1)(b)

**Administrative Business** *will be dealt with as time permits*

- Approve Available Minutes
- Discuss Correspondence & Sign Documents
  1. Teton Valley Health Care FY2012 Audit Report
  2. Rec Center Request – Sam Clausen
- Other Business
- Committee Reports
- Claims

**Adjourn**

## **Rules for “Morning Mic” & other Public Forums**

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- **EACH SPEAKER DURING THE PUBLIC COMMENT PERIOD WILL BE LIMITED TO 10 MINUTES**
- **THE BOARD MAY NOT HEAR OR TAKE TESTIMONY REGARDING ANY SITE SPECIFIC PLANNING & ZONING MATTER THAT IS BEFORE THE COUNTY OR IS KNOWN TO BE A LIKELY APPLICATION**
- **MATTERS THAT HAVE BEEN PREVIOUSLY HEARD AND DECIDED BY THE BOARD MAY BE DETERMINED TO BE NOT APPROPRIATE FOR THE PUBLIC COMMENT PERIOD**
- **CITIZENS MAY USE THIS TIME TO REQUEST THAT ITEMS BE PLACED ON FUTURE AGENDAS FOR FURTHER DISCUSSION**
- **THE BOARD CANNOT DISCUSS ISSUES REGARDING THE EVALUATION, DISMISSAL OR DISCIPLINE OF, OR TO HEAR COMPLAINTS OR CHARGES BROUGHT AGAINST COUNTY EMPLOYEES. THESE PERSONNEL MATTERS MUST BE DISCUSSED ONLY IN EXECUTIVE SESSION AND ARE NOT APPROPRIATE IN THE PUBLIC PORTION OF THE MEETING**



## Work Order and Contract

Client Name: <b>Teton County Engineer</b>	Job Name: <b>Teton County Law Enforcement Center</b>
Billing Address: <b>150 Court House Way Driggs, ID 83422</b>	Date: <span style="float: right;"><b>4/12/2013</b></span>
	Client Phone: <span style="float: right;"><b>208-354-0245</b></span>
Project Manager: <b>Jeffrey Bates</b>	Project Number: Job Location: <b>230 N. Main Street Driggs, Idaho</b>

Jorgensen Associates, PC (Engineer) agrees to perform the following professional services for the above-named Client:

Jorgensen Associates will provide construction surveying and materials testing as requested by Ormund Builders at the rates identified below.

- Engineering Project Management - \$125 per hour
- Principal Surveyor - \$150 per hour
- Field Survey Crew - \$150 per hour (anticipates two person crew)
- Cadd Technician / Data Transfer - \$80 per hour
- Concrete Testing (including technician) - \$130 for first hour, \$80 per additional hour (\$50 per sample, cure and break plus labor)
- Soils Compaction Testing (including technician) - \$100 per hour (includes gauge)
- Rebar Inspection - \$120 per hour

No travel time will be included provided site visits are scheduled to coincide with start of shift or end of shift. Required site visits other than start/end of shift will be billed travel time and mileage per Standard Rate Schedule. Anticipates electronic drawing files will be available and project control can be verified. Reconciliation of control will be done by Principal Surveyor. Daily / Weekly purchase orders will be generated by the Construction Manager to track jobsite work hours. Purchase orders to be initialed by JA personnel before leaving the site.  
 Estimated cost to complete the work above is: To be determined

Client agrees to pay Engineer as compensation for professional services as follows:  
 Time & Expense as identified above and per the attached schedule  
 Unless specified otherwise, Client will be billed monthly. Terms are 30 days net. A service charge of 18% annually will be charged on all overdue accounts. Client agrees to pay all reasonable costs of collection and reasonable attorney's fees should collection become necessary.

The provisions set forth on the reverse of this sheet are incorporated into and made a part of this agreement. There are no understandings or agreements except as expressly stated in this agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Jorgensen Associates, P.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Engineer may withdraw this agreement if not accepted within 30 days.



## TERMS AND CONDITIONS

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. The Engineer shall not be responsible for delays in completing the work described herein which cannot reasonably be foreseen on the date of this agreement, or for delays which are caused by factors beyond Engineer's control or delays resulting from the action or inaction of any governmental agency.
2. Engineer makes no warranty, express or implied, as to Engineer's recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with generally accepted professional practices.
3. Cost estimates and opinions of probable costs prepared by the Engineer are based on judgment and experience. Engineer makes no warranty; express or implied, regarding cost estimates or opinions of probable costs.
4. Engineer makes no representations concerning estimates of areas. Estimates of areas are estimates only, and are not intended as accurate until the final map is certified.
5. It is agreed that any services in addition to those described in this agreement, either requested by the Client, or necessitated by a change in requirements of any governmental agency, shall be considered as additional work, and shall be paid for by the Client.
6. Client agrees to pay for all fees, supplies and other expenses required for completion of the services described in this agreement.
7. Work may be suspended if payment falls more than 45 days past due. Client consents to the jurisdiction of appropriate Courts in the event litigation becomes necessary to collect any amount due hereunder.
8. All original documents, including drawings and specifications prepared by the Engineer under this agreement as instruments of professional service are the property of the Engineer. They are not intended or represented to be suitable for reuse by the owner or others on extensions of this project or on other projects. Reuse without the prior written authorization by the Engineer for the specific purpose intended will not be allowed.
9. Use of Electronic Media
  - a. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed and sealed by the Engineer or Surveyor. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer or Surveyor to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
  - b. When transferring documents in electronic media format, Engineer or Surveyor makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer or Surveyor at the beginning of this Assignment.
  - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
  - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
  - e. ENGINEER or SURVEYOR shall not be responsible to archive or maintain documents stored in electronic media format after acceptance by OWNER.
10. The Engineer shall visit the site at intervals appropriate to the nature of the services described in this agreement to determine in general if the work is proceeding in accordance with the contract documents. The Engineer shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, safety precautions, acts or omissions of the contractors or any other persons performing construction, or for the failure of any of them to carry out the construction in accordance with the designs, specifications, plans or other information prepared by the Engineer.
11. If the scope of services defined in this agreement does not include or extend to the on-site observation of construction by the Engineer, it is agreed that the Client will defend, indemnify and hold harmless the Engineer from any claim or suit whatsoever, including reasonable attorneys' fees, and including but not limited to all payments or expenses involved with the contractors' performance or the failure of the contractors' work to conform to any documents prepared by the Engineer. The Engineer agrees to be responsible for Engineer's own employees' negligent acts, errors or omissions, subject to the limitations set forth hereafter.
12. The Client agrees to limit the liability of the Engineer and Engineer's consultants such that the total aggregate liability of the Engineer and Engineer's consultants to the Client or his contractors shall not exceed \$50,000 or the Engineer's fee, whichever is less.
13. In the event of a liability settlement based on comparative negligence, Owner agrees that the Engineer's liability for total negligence shall be limited to the Engineer's share of the total negligence of all negligent parties, and Owner shall hold Engineer harmless from loss to the extent of Owner's share of negligence.
14. In the event all or any portion of the work prepared or partially prepared by the Engineer is suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed. The Client or the Engineer may terminate this agreement by giving the other party fifteen (15) days written notice, in which case the Engineer shall be paid for services performed to the date of termination.
15. In the event any provision of this agreement is found to be invalid and/or unenforceable by law, the remaining provisions of this agreement shall be valid and binding upon the parties hereto.

Client Initials \_\_\_\_\_

<b>Trade Contract 12 - Rough Carpentry &amp; Wood Framing</b>		<b>Alt. #1</b>	<b>Alt. #2</b>
K2 Builders	\$ 90,600.00	-	
<b>Trade Contract 13 - Finish Carpentry</b>		NONE	
<b>Trade Contract 14 - Architecvtural Wood Casework, Metal</b>			
Falls Cabinet	\$ 61,913.00	-	\$ 2,197.00
Great Basin Cabinetry	\$ 92,635.00	\$ 2,550.00	
Johnson Brother's	\$ 134,560.00	\$2,970.00	
<b>Trade Contract 15 - Building Insulation</b>			
United Subcontractors, Inc.	\$ 34,205.00	\$ 860.00	<i>Exclusion</i>
Merlin's Insulation	\$ 68,258.00	-	
<b>Trade Contract 16 - Sectional Overhead Doors</b>			
BMC West	\$ 3,560.36	-	
<b>Trade Contract 17 - Wallboard, Plastering, Tile Ceiling</b>			
Standard Drywall, Inc.	\$110,025.00	\$ 1,650.00	
Idaho Interiors, LLC	\$ 125,000.00		
Accoustic Specilaties, Inc.	\$ 138,150.00	\$ 1,800.00	
<b>Trade Contract 18 - Ceramic Tile</b>			
Davis Tile, Co.	\$ 13,320.00	\$ 950.00	
Creechley Tile	\$ 13,939.00	-	
Dillabaugh's Flooring America	\$ 14,980.00	\$ 180.00	
<b>Trade Contract 19 - Flooring, Tile &amp; Flooring</b>			
Spectra Contract Flooring	\$ 50,000.00	\$ 300.00	
Dillabaugh's Flooring America	\$ 54,440.00	\$ 590.00	
Town & Country Flooring, Co.	\$ 64,220.00	\$ 263.00	
<b>Trade Contract #20 - Paint &amp; Vinyl Wall Covering</b>			
Coldwater Painting	\$ 31,560.00	-	
Sharp's Professional Painting	\$ 36,168.00	\$ 1,085.00	
Aspen Painting	\$ 36,500.00	\$ 1,460.00	
Ed's Painting Contractor	\$ 41,000.00	\$ 1,650.00	
<b>Trade Contract 21 - Underground Landscaping</b>			
All American Yards	\$ 28,381.50	\$ 900.00	
Trail Creek Nursery	\$ 30,300.00	-	
Green's Keeper Landscaping	\$ 34,300.00	\$ 1,029.00	
MD Nursery	\$ 38,720.00	\$ 990.00	
Spruce-It-Up Landscaping	\$ 42,200.00	-	
Merrill Landscaping	\$ 50,800.00	\$ 1,524.00	
Kimberly's Nursery	\$ 71,472.00	\$ 2,680.00	
<b>Trade/Supplier Contract 22 - Wood Framing Materials</b>			
Idaho Pacific	\$ 116,262.01	-	
BMC West	\$ 124,615.05	-	
Valley Lumber & Rental	\$ 129,368.90	<i>Under Advisement</i>	
<b>Trade/Supplier Contract 23 - Toilet Accessories</b>			
SBI	\$ 5,495.00	-	
<b>Trade/Supplier Contract 24 - Lockers</b>			
SBI	\$ 1,925.00	-	



# TETON COUNTY JUVENILE PROBATION

89 N MAIN Ste 4 • DRIGGS ID 83422 • P208-354-3862 • F208-354-2994

Brittany Campbell  
Chief Juvenile Probation Officer

## Commissioner Report

ON March 31<sup>st</sup> 2013

**Total number of Juveniles on formal PROBATION – 8**

Male – 6

Female -2

**Total number of Juveniles on DIVERSION – 10**

Male – 6

Female -4

**Interstate Compact – 6**

Juveniles supervised in Teton County through ICJ – 0

Juveniles supervised in other states through ICJ -6

**Courtesy Supervision – 1**

Juveniles supervised in Teton County -1

Juveniles supervised in other counties – 0

**Juveniles in Department of Juvenile Corrections – 1**

**The following information has been compiled for the past THREE months  
(January 1-March 31 2013)**

**Number of drug tests done – 24**

Positive – 1

Negative – 23

**How many times each drug came up positive**

Nicotine – 0

Marijuana – 0

Alcohol - 0

CREATININE-1

**Probation violations filed – 1**

**Juveniles whose probation was revoked due to noncompliance – 0**

**Days Juveniles spent in 5-C – 5**

**Days Juveniles over 18 years of age spent in Madison County Jail – 0**

**Juveniles released from probation/diversion – 4**

**Cases transferred to Adult Misdemeanor Probation – 0**

**Money collected from cost of supervision fee – \$895.00**

**Money collected from drug testing fee - \$559.00**

**Offenses committed by Juveniles currently on probation**

Alcohol minor consumption – 4

Battery – 3

Placing Debris on Public or private property-6

Possession of drug paraphernalia – 1

Possession of a controlled substance – 2

Theft-petit – 4

Curfew violation – 1

Disturbing the peace - 1

Driving with a license – 1

Injury to a child – 1

Intimidation of a witness – 1

Property-malicious injury to property – 1

**JABG GRANT**

**The JABG Funds are now funding a Restorative Justice Program.**

From Jan 1-March 31 3 juveniles attended the RJ program with 7 juveniles successfully completed the program.

These juveniles completed a Victim Awareness Packet on their own and met with Willy Warner to process the booklet with them.

**MILLENNIUM FUNDS** – Millennium Funds are used to fund a smoking cessation class.

Juveniles successfully completed the program –0

Juveniles unsuccessfully completed the program –0

No smoking cessation class was needed this quarter.

Teton County Juvenile Probation now offers the following programs.

**N-O-T** Not on Tobacco- This is a smoking class

**TFAC** Thinking for a Change – This is a cognitive approach to decision making.

**Project Towards no Drugs-** This is an educational class for any juvenile using and kind of illegal substance.



**QUARTERLY REPORT ON JUVENILE PROBATION NUMBERS**

	Drug Tests			Percent Positive	Probation Violations	Days Juveniles Spent at 5-C	Releases from JV Probation
	Done	Positive	Negative				
JAN-JUN 08	103	43	55	42%	13	120	17
JULY-SEPT 08	86	36	50	42%	10	55	8
OCT-DEC 08	92	39	53	42%	10	79	5
<b>08 YTD TOTALS</b>	<b>281</b>	<b>118</b>	<b>158</b>	<b>42%</b>	<b>33</b>	<b>254</b>	<b>21</b>
JAN-MAR 09	118	61	57	52%	6	90	5
APR-JUN 09	166	96	70	58%	5	87	8
JUL-SEPT 09	117	61	56	52%	6	106	7
OCT-DEC 09	72	18	54	25%	3	145	7
<b>09 YTD TOTALS</b>	<b>473</b>	<b>236</b>	<b>237</b>	<b>50%</b>	<b>20</b>	<b>428</b>	<b>27</b>
JAN-MAR 10	44	12	32	27%	1	5	12
APR-JUN 10	39	20	19	51%	2	9	3
JUL-SEPT 10	32	19	13	59%	3	21	4
OCT-DEC 10	46	23	23	50%	5	78	3
<b>10 YTD TOTALS</b>	<b>161</b>	<b>74</b>	<b>87</b>	<b>46%</b>	<b>11</b>	<b>113</b>	<b>22</b>
JAN-MAR 11	73	39	34	53%	5	95	2
APR-JUNE 11	57	36	21	63%	6	41	3
JUL-SEPTE 11	48	39	9	81%	5	120	4
OCT-DEC 11	55	43	12	78%	1	19	6
<b>11 YTD TOTALS</b>	<b>233</b>	<b>157</b>	<b>76</b>	<b>67%</b>	<b>17</b>	<b>275</b>	<b>15</b>
JAN-MAR 12	97	68	29	70%	3	135	1
APR-JUNE 12	95	60	35	63%	6	15	6
JUL- SEPT 12	94	38	26	40%	0	16	4
OCT-DEC 12	40	9	31	29%	2	5	2
<b>12 YTD TOTALS</b>	<b>326</b>	<b>175</b>	<b>121</b>	<b>69%</b>	<b>11</b>	<b>171</b>	<b>13</b>
JAN-MAR 13	24	1	23	0.04%	1	5	4
APR-JUNE 13							
JUL-SEPT 13							
OCT-DEC 13							
<b>13 YTD TOTALS</b>	<b>24</b>	<b>1</b>	<b>23</b>	<b>0%</b>	<b>1</b>	<b>5</b>	<b>4</b>



WK: 208-354-0245  
CELL: 208-313-0245

**Teton County Engineer**  
**MEMO**

150 Courthouse Drive  
Driggs, ID 83422

April 17, 2013

TO: Board of County Commissioners  
FROM: Jay T. Mazalewski, PE  
SUBJECT: Public Works Update

The following items are for your review and discussion at the April 22, 2013 meeting.

SOLID WASTE

1. Byron Egbert (Bikey) will be returning to the part time summer position (24hrs/wk) on May
2. We are looking at purchasing a used tub grinder for chipping our wood. Southern Idaho Solid Waste is upgrading their machine and may be willing to sell it to us. We spend \$10K-\$15K each year on chipping. This machine would cost \$25K- \$35K. Saul and I will schedule a trip to look at the machine and review SISW operations. We may also have Western States CAT inspect the machine as it has their engine.

ROAD & BRIDGE

1. The R&B has been grading and working on road the past two weeks. Hopefully we can begin to patch potholes this week.
2. Attached is a contract for our road oil purchase and spreading from Idaho Asphalt. This oil is used for our chip seal projects and is paid from Special Rd Levy: 33-0521-000 (approximately \$100K). This is a piggyback purchase from Madison County Bid.
3. Attached is a contract for our fog seal/rejuvenator oil from Asphalt System. This oil is used for our fog seal project on Bates Rd and is paid from Special Rd Levy: 33-0521-000 (approximately \$28K). This is a piggyback purchase from a Bingham County Bid.

PUBLIC WORKS:

1. I attempted to contact the Edgewood HOA again and have not received a response. Would the BoCC like me to continue to pursue this or would a member of the BoCC be more apt to get a response?



# Idaho Asphalt Supply, Inc. Peak Asphalt, LLC



ASPHALTS



ROAD OILS

P.O. Box 941, Blackfoot ID 83221-0941

Phone: (208) 785-1797

Fax: (208) 785-1818

**IAS CONTRACT No:** 18984

**DATE:** 4/16/2013

**PROJECT #:**

**PROJECT:** Year 2013 Road Oils

**BUYER:** TETON COUNTY

**DATE OF BID LETTING:** March 25, 2013

**STREET ADDRESS OR SITE:**

89 N. MAIN RM. #1

Driggs, ID 83422

**OWNER:**

**1. Project Details.** Idaho Asphalt Supply, Inc./Peak Asphalt, LLC ("Seller") agrees to sell and deliver to TETON COUNTY ("Buyer"), or cause to be sold and delivered to Buyer asphalt product(s) of the kinds and quantities (the "Products") listed below and under the terms and conditions set forth in this Agreement, and Buyer agrees to purchase and receive and pay for the same, for use by Buyer on the above Project, on the terms and conditions herein stated:

PRODUCT	QUANTITY (Tons)	UNIT PRICE Excluding Sales Tax	Effective Thru	FREIGHT	F.O.B.
CRS-2R	190.00	\$485.00	10/31/2013	\$19.00	Job Site
DISTRIBUTOR SERVICE \$1,000.00 Minimum Charge		\$20.00/TON or \$175.00/HR (Whichever is Greater)			

**Special Contract Provisions:**

Pricing "piggybacks" Madison Co. awarded bid letting held March 25, 2013 and will remain firm for the 2013 season. Paragraphs 3 & 21 are not applicable. Paragraph 5 is amended to read: "Payment terms are NET 15th; payment is due the fifteenth of the month following delivery."

**2. Price Terms.** The price for the above Products is valid through the 2013 season and is based upon product(s) sold by Seller FOB one of Seller's facilities. Freight/transportation charges, if quoted above, are a separate item and will be based upon 30-ton loads. Freight prices are subject to a fuel surcharge at the time of delivery. A surcharge schedule is available upon request. Freight and distributor charges for Seller arranged equipment will be invoiced by Johnny B. Transport or a separate carrier if previously arranged between Seller and Buyer. Seller reserves the right to supply product(s) from any of Seller's or its affiliated facilities.

**3. Adjustments for Escalation.**

a. In the event an escalation in the market price of raw materials and/or supplies involved with the production and/or transportation of the Products occurs whereby the cost to Seller of said materials and/or supplies exceeds twenty percent (20%) above Seller's cost on the date of this Agreement, Seller reserves the right to adjust the price(s) set forth herein in the same proportion as such cost increase to Seller.

b. If a price escalation for the Products subject to this Agreement occurs automatically or is invoked by Seller or Buyer in accordance with state contract specifications, Buyer agrees to pay Seller, or pass directly through to Seller, the amount of such escalation in addition to the prices above within fifteen (15) days of Buyer's receipt of such escalation. Buyer will provide Seller with all information pertinent to escalation. Escalation/deescalation amounts will be reconciled monthly and invoiced as a debit/credit based on monthly shipping reports.

**4. Schedule.** Buyer and Seller shall agree in writing to a delivery schedule at least thirty (30) days prior to commencement of the Project. Proposed changes to the project delivery schedule must be submitted to Seller in advance via facsimile or electronic mail and will be fulfilled at the discretion of Seller; Seller shall not be responsible for delay or back charges resulting from such schedule changes. Buyer shall provide to Seller a written order for all Products to be delivered by Seller at least one (1) week prior to the requested delivery date. If Buyer does not take delivery of ordered product, Buyer may be held responsible for Seller's costs for said product, including, but not limited to: manufacturing, additive, storage and reprocessing costs. Buyer shall notify Seller immediately of any Project change orders or anticipated volume changes for which the changes are in excess of ten percent (10%) of the original order. Quantities deleted in excess of 10% of the original order may be subject

Bid Number: 0000018984

Buyer Initials \_\_\_\_\_ Contract # 18984

to restocking fees or reprocessing costs while quantity overruns exceeding 10% of the original order are subject to re-pricing based on current market conditions.

**5. Payment/Billing.** Seller shall submit to Buyer an invoice, sent to the address indicated above, evidencing amounts due pursuant to this Agreement (the "Invoice"). Invoice amount(s) are due and payable by 12:00PM on the Friday following the week that the product was delivered to Buyer (NET 7 based on a linear calendar week Sunday thru Saturday). Buyer shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid by 12:00PM on the Friday following the week that the Product is delivered shall bear interest at a rate of 1¼% per month from and as of the date of the Invoice. In the event payment is not received as stated above Seller, may at its discretion, suspend further shipment(s) to Buyer. Buyer does not have the right to offset for any reason.

**6. Specifications - Seller's Limited Liability.** The Products will conform to the specifications of the Idaho Transportation Department. Conformity of the Products to the Agreement Specifications provided for herein shall be determined by Seller's certified test results at the point of title transfer. Buyer agrees to strictly adhere to Seller's Product Handling Guidelines. In the event anti-strip is added to any product at the request of Buyer, Seller shall not be responsible for any resulting non-conformance of the product. IN THE EVENT PRODUCT IS DELIVERED TO BUYER THAT DOES NOT CONFORM TO THE AGREEMENT SPECIFICATIONS AT THE POINT OF TITLE TRANSFER, THE EXTENT OF SELLER'S LIABILITY IS LIMITED TO THE COST OF REPLACEMENT OF ANY SUCH NON-CONFORMING PRODUCT. SELLER SHALL NOT BE LIABLE TO BUYER OR A THIRD PARTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER SHALL BEAR THE BURDEN OF PROOF THAT THE PRODUCTS FAILED TO CONFORM TO THE AGREEMENT SPECIFICATIONS SET FORTH HEREIN AT THE POINT OF TITLE TRANSFER.

**7. Product Return Policy.** Products may only be returned upon Seller's written approval. In the event Seller agrees in writing to accept the return of any Product, Buyer shall be subject to full transportation costs and any incidental charges as set forth under Paragraph 3. In the event Seller agrees to accept return of contaminated and/or diluted material, Buyer shall be responsible for all reprocessing and/or additional chemical costs.

**8. Seller-Arranged Transport.** Product shall be shipped by any carrier designated by Seller. Delivery of quantities less than 30-tons will result in minimum freight charges. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, \$80.00 per hour, (ii) Overnight holdover fee, \$350.00 per night, (iii) Restocking fee on returned product, \$250.00, (iv) Multiple location unload fee, \$150.00 per each additional site, Equipment charge for jobsite pump-off flat fee, each occurrence (no polymer modified asphalts) \$100.00.

**9. Buyer-Arranged Transport.** Buyer agrees to provide to Seller all Seller required insurance documentation for carrier to access any Seller facility.

**10. Bond Disclosure.** Buyer will provide a copy of the applicable contractor's bond or payment bond to Seller prior to the first delivery, including the name and address of the general contractor and the owner of the property.

**11. Transfer of Title/Risk of Loss.** Title and risk of loss for the Products transfers to Buyer at the loading flange of Seller's facility.

**12. Seller's Right to Lien.** Seller is entitled to full lien and other rights provided by law to a supplier or installer of materials for all Products supplied.

**13. Unfulfilled Agreement Penalty.** If Buyer has failed to take delivery of less than seventy-five percent (75%) of the contracted Product(s) at the end of the Agreement term (the "Outstanding Reserve"), Seller may demand that Buyer compensate Seller up to fifteen percent (15%) of the purchase price of the Outstanding Reserve. For purposes of this paragraph, "Outstanding Reserve" does not include any Products requested by Buyer which Seller opted not to supply pursuant to Paragraph 14 of this Agreement.

**14. Termination.** Seller may cancel this Agreement if, in Seller's reasonable judgment, Buyer is unworthy of commercial credit or is in default of Seller's General Terms and Conditions. In addition, Seller may immediately terminate this Agreement and any other contract between the parties without notice in the event Buyer is in default for non-payment pursuant to this or any other Agreement between the parties hereto.

**15. Force Majeure.** Seller shall be relieved from liability for failure to deliver the Products for the time, and to the extent, such failure is occasioned by: government regulation, shortage of transportation, raw materials and/or supplies, disruption or breakdown of production or transportation facilities or equipment, war, fire, explosion, riot, strike or other industrial disturbance, act of God, or Seller's inability, after reasonable diligence, to obtain necessary equipment, materials or supplies, in whole or in part, at reasonable prices in relation to the prices established herein, or by any other cause, whether or not listed above, which is reasonable and beyond the control of Seller.

**16. Buyer's Indemnification of Seller.** Buyer agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Buyer's use of any Products purchased under this Agreement. Buyer further agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or

Bid Number: 0000018984 Buyer Initials \_\_\_\_\_ Contract # 18984

action brought under any local, state, or federal environmental laws or rules as a result of Seller's transport of any Product to a site selected or designated by Buyer.

**17. Venue.** This Agreement shall be governed by, construed with and adjudicated pursuant to the laws of the State of Idaho.

**18. Integration.** This Agreement embodies the entire Agreement between Seller and Buyer and supersedes any prior agreement for the Project, whether oral or written.

**19. Fees and Costs.** Should Buyer default in the performance of any of the covenants or agreements contained herein, Buyer shall pay to Seller all costs and expenses, including but not limited to a reasonable attorney fees, including such fees on appeal, which Seller may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

**20. Modifications, Waiver, and Assignment.** Modification of this Agreement is valid only if executed in writing by the parties hereto. Waiver of any breach by Seller or Buyer of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. Buyer may not assign this Agreement or any interest herein without the prior written consent of Seller.

**21. Ratable for Commercial HP Tons.** For commercial Hotplant contracts, Buyer agrees to take possession of Products in a Ratable fashion unless previous arrangements have been agreed to in writing by Seller. In the event Buyer does not take possession of Products in a Ratable fashion, Seller reserves the right to reduce any committed quantities upon providing 30 day advance written notice to Buyer. Seller recognizes that weather and seasonality may impact Buyer's delivery schedule.

**22. Enforceability.** In order to be enforceable, this Agreement must be executed and returned to Seller within ten (10) days of 4/16/2013. In the event Buyer accepts delivery of product from Seller without providing to Seller an executed copy of this Agreement, Buyer shall be deemed to have agreed to and accepted all of the terms and provisions of this Agreement and all product delivered to Buyer shall be subject to the terms and provisions of this Agreement to the same extent as if Buyer executed and delivered to Seller this Agreement. In the event of any conflict between the terms and provisions of this Agreement and any purchase orders or other documentation provided to Seller by Buyer, the terms and provisions of this Agreement shall take precedence and be controlling. Seller may, at its discretion, refuse to deliver product represented by this Agreement to Buyer until this Agreement has been executed in full by both parties.

BUYER:  
TETON COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_

SELLER:  
Idaho Asphalt Supply, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_



# Johnny B. Transport, LLC

ASPHALTS

ROAD OILS

P.O. Box 941, Blackfoot ID 83221-0941  
Phone: (208) 785-1797 Fax: (208) 785-1818

JBT CONTRACT No: 18984

DATE: 4/16/2013

Consignee: TETON COUNTY

PROJECT #:

PROJECT: Year 2013 Road Oils

Consignee Address OR Site:

89 N. MAIN RM. #1

Driggs, ID 83422

DATE OF BID LETTING: March 25, 2013

DELIVERY LOCATION: Driggs, ID & Vicinity

PRODUCT	QUANTITY (Tons)	FREIGHT (Ton)
CRS-2R	190.00	\$19.00
DISTRIBUTOR SERVICE	\$20.00/TON or	
\$1,000.00 Minimum Charge	\$175.00/HR (Whichever is Greater)	

1. **Price Terms.** The freight price(s) quoted above is/are valid for the project specified above and is/are based upon 30-ton loads.

2. **Fuel Surcharge.** A surcharge will be imposed and added to the rate(s) quoted when the posted E.I.A. Weekly Retail On-Highway Diesel Price for the Rocky Mountain Area exceeds \$2.65/gallon. For every \$0.05 increase in posted retail price, the surcharge will be calculated by multiplying the quote and subsequent rates by 0.575%.

3. **Payment/Billing.** Johnny B. Transport, LLC ("Shipper") shall submit to Consignee an invoice, sent to the address indicated above, evidencing amounts due pursuant to these terms and conditions (the "Invoice"). Invoice amount(s) are due and payable by 12:00PM on the Friday following the week that the services were rendered to Consignee (NET 7 based on a linear calendar week Sunday thru Saturday). Consignee shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid by 12:00PM on the Friday following the week that the services were rendered shall bear interest at a rate of 1 3/4% per month from and as of the date of the Invoice. In the event payment is not received as stated above, Shipper may, at its discretion, suspend services. Consignee does not have the right to offset for any reason.

4. **Transfer of Title/Risk of Loss.** Title and risk of loss for the Products transfers to Consignee at Consignee's F.O.B. point of delivery.

5. **Job Site Pump-off.** Unless prior arrangements have been made to ensure their safety, Johnny B. Transport, LLC drivers are prohibited from pumping polymer modified grades of asphalt utilizing a truck mounted pump.

6. **Schedule.** Consignee shall provide to Shipper written advance notice of project start at least thirty (30) days prior to commencement of the Project. Consignee shall provide to Shipper a written order estimate for all Products for the first delivery at least one (1) week prior to the requested delivery date. A delivery schedule will be provided by the Consignee to Shipper at least 24 hours prior to requested delivery time. Proposed changes to the project delivery and /or distributor schedule must be submitted to Shipper at least 12 hours in advance via e-mail or facsimile and shall be fulfilled at the discretion of Shipper. In any case, it is the responsibility of the Consignee to verify that Shipper has received any request for proposed changes. Shipper shall not be responsible for delay or back charges resulting from such schedule changes. At Shippers discretion, Consignee may place a scheduled delivery "on hold" subject to a hold fee of \$80.00 /hr from time of "hold" until "release time". Additionally, if Consignee does not accept delivery of requested product, Consignee shall be held responsible for Shipper's transportation costs and for the costs in loading /unloading the vehicle. Consignee shall notify Shipper immediately of any Project change orders or anticipated volume changes to the Project which may exceed ten percent (10%) of the original order.

7. **Incidental Charges.** Delivery of quantities less than 30-tons will result in minimum freight charges. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, \$80.00 per hour, (ii) Overnight holdover fee, \$350.00 per night, (iii) Restocking fee on returned product, \$250.00, (iv) Multiple location unload fee, \$150.00 per each additional site, Equipment charge for job-site pump-off, per occurrence (no polymer modified asphalts) \$100.00.

Bid Number: 0000018984

Consignee Initials \_\_\_\_\_ Contract # 18984

**8. Limited Liability.** SHIPPER IS NOT RESPONSIBLE FOR ANY DEFECT(S) IN OR DEGRADATION OF DELIVERED PRODUCT EXCEPT TO THE EXTENT THAT SUCH DEFECTS OR DEGRADATION WERE CAUSED BY THE ACTS OR NEGLIGENCE OF SHIPPER

**9. Cancellation.** A "No Later Than Leave Time" (NLTLT) will be established using the following formula: (Scheduled Delivery Time) minus (15 Minutes) minus (One-way miles /divided by 55 mile per hour) minus (1 hour loading time). If cancellation is requested prior to the NLTLT no charges will be assessed. In the event buyer cancels a previously scheduled transport of goods after the NLTLT and transport has traveled less than ten miles from seller's facility, Johnny B Transport reserves the right to assess a \$250.00 restocking fee. Cancellations that incur an additional charge will be confirmed via fax or e-mail.

**10. Termination.** Shipper may cancel all requests for delivery if, in Shipper's reasonable judgement, Consignee is not worthy of commercial credit. In addition, Shipper may immediately terminate all shipments without notice in the event Consignee is in default for non-payment pursuant to these terms and conditions.

**11. Force Majeure.** Shipper shall be relieved from liability for failure to deliver the Products for the time, and to the extent, such failure is occasioned by: government regulation, shortage of transportation, raw materials and/or supplies, disruption or breakdown of production or transportation facilities or equipment, war, fire, explosion, riot, strike or other industrial disturbance, act of God, or Shipper's inability, after reasonable diligence, to obtain necessary equipment, materials or supplies, in whole or in part, at reasonable prices in relation to the prices established herein, or by any other cause, whether or not listed above, which is reasonable and beyond the control of Seller.

**12. Modifications, Waiver, and Assignment.** Modification of this Agreement is valid only if executed in writing by the parties hereto. Waiver of any breach by Shipper or Consignee of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. Consignee may not assign this Agreement or any interest herein without the prior written consent of Shipper.

CONSIGNEE:  
TETON COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_

SHIPPER:  
JOHNNY B. TRANSPORT, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

# Johnny B. Transport Fuel Surcharge Schedule & e.i.a. Weekly Retail On-Highway Diesel Prices

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Rocky Mountain Area		Rate Schedule Basis (\$/Gallon)	
Week	Rate	Fuel \$/Gallon	Surcharge %
9/5/2011	\$3.890	\$ 2.70	0.575%
10/3/2011	\$3.846	\$ 2.75	1.150%
11/7/2011	\$3.978	\$ 2.80	1.725%
12/5/2011	\$4.035	\$ 2.85	2.300%
1/2/2012	\$3.836	\$ 2.90	2.875%
2/6/2012	\$3.817	\$ 2.95	3.450%
3/5/2012	\$3.986	\$ 3.00	4.025%
4/2/2012	\$4.125	\$ 3.05	4.600%
5/7/2012	\$4.047	\$ 3.10	5.175%
6/4/2012	\$3.919	\$ 3.15	5.750%
7/2/2012	\$3.705	\$ 3.20	6.325%
8/6/2012	\$3.813	\$ 3.25	6.900%
9/3/2012	\$4.217	\$ 3.30	7.475%
10/1/2012	\$4.205	\$ 3.35	8.050%
11/5/2012	\$4.160	\$ 3.40	8.625%
12/3/2012	\$3.989	\$ 3.45	9.200%
12/10/2012	\$3.938	\$ 3.50	9.775%
12/17/2012	\$3.866	\$ 3.55	10.350%
12/24/2012	\$3.791	\$ 3.60	10.925%
12/31/2012	\$3.746	\$ 3.65	11.500%
1/7/2013	\$3.688	\$ 3.70	12.075%
1/14/2013	\$3.661	\$ 3.75	12.650%
1/21/2013	\$3.678	\$ 3.80	13.225%
1/28/2013	\$3.736	\$ 3.85	13.800%
2/4/2013	\$3.844	\$ 3.90	14.375%
2/11/2013	\$3.964	\$ 3.95	14.950%
2/18/2013	\$4.032	\$ 4.00	15.525%
2/25/2013	\$4.057	\$ 4.05	16.100%
3/4/2013	\$4.047	\$ 4.10	16.675%
3/11/2013	\$4.010	\$ 4.15	17.250%
3/18/2013	\$3.971	\$ 4.20	17.825%
3/25/2013	\$3.935	\$ 4.25	18.400%
4/1/2013	\$3.922	\$ 4.30	18.975%
4/8/2013	\$3.899	\$ 4.35	19.550%
4/15/2013	\$3.882	\$ 4.40	20.125%
		\$ 4.45	20.700%
		\$ 4.50	21.275%
		\$ 4.55	21.850%
		\$ 4.60	22.425%
		\$ 4.65	23.000%
		\$ 4.70	23.575%
		\$ 4.75	24.150%
		\$ 4.80	24.725%
		\$ 4.85	25.300%
		\$ 4.90	25.875%
		\$ 4.95	26.450%
		\$ 5.00	27.025%

**Sealing Agreement #ASIRL-TC61212: Teton County, Idaho**

Prepared 4/15/13  
By Rick LaBelle  
Asphalt Systems, Inc. (ASI)

Attn: Jay Mazalewski

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Product: GSB-88 2:1 (Gilsonite-Sealer-Binder-Rejuvenator Emulsion, at 2:1 concentrate formulation)

Job Date: June 18, 2013

I. Oil Cost:

- Bates Road
  - \* 5 miles @ 28' wide = 82,133 sq. yds.
  - \* Application Rate: .09 gallons per sq. yd.
  - \* Oil Required: = 7,392 gallons
  - \* Cost Per Gallon: \$3.23
  - \* Total Oil Cost: = \$23,876.16  
(\$0.29 per sq. yd.)

II. Freight & Spreading:

(Note: freight & spreading are F.O.B. Salt Lake City, and will be billed directly from RnM Transport).

- \* Spreading Rate: \$1,800/day
- \* Freight, 32-ton rate: \$65/ton = \$2,080

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4/15/13

Rick LaBelle  
Sales & Marketing  
Asphalt Systems, Inc.

Accepted by:

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Teton County, Idaho



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**FROM:** Planning Staff, Angie Rutherford  
**TO:** Board of County Commissioners  
**RE:** Planning Department Update  
**DATE:** April 17, 2013  
**MEETING:** April 22, 2013

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**BOARD ACTION NEEDED:**

I am requesting permission to write an RFQ in the upcoming weeks to hire a consultant to create a Recreation & Public Access Master Plan. \$15,000 was budgeted in FY2013 as “Contracted Services” in the Planning Budget (01-21-0486) to work on implementation of the Comprehensive Plan. County projects articulated in the Comprehensive Plan fall into three broad categories: 1. Development code amendments and updates, 2. Transportation master plan update, 3. Recreation and public access master plan.

1. **Development code amendments and updates:** These amendments include incentivizing desired development patterns, policy decisions for handling distressed subdivisions, and making application processes more predictable and streamlined, for example, reducing the County’s reliance on Conditional Use Permits. It seems that this is largely included in a scope of work intended for the new Contract Planner.
2. **Transportation master plan update:** This Transportation Plan update should include research on grant opportunities, identifying road and pathway maintenance needs, transportation for agriculture and business development, improve street connectivity standards and develop standards for transportation infrastructure. County Engineer Mazalewski has just completed a large portion of this work, especially as it relates to design standards and project priorities. Working on this project would complete the task that the engineer has begun and would “cross it off the list” of projects. However, this update may be better accomplished when combined with the next improvement project list update which is scheduled for 2015.
3. **Recreation and public access master plan:** A county-wide recreation plan would include a strategy for developing and citing recreation facilities in an organized, efficient manner throughout the County. The recreation master plan would also include a plan for operations, maintenance and citing of public access to public lands and waters. It would include probably costs of recreation facilities and the feasibility of potential funding sources, including a recreation district. The plan ought to include current facilities and services (including District 33 grooming activities) as well as desired new services.

\$15,000 may not be enough funding to complete this project, but would be enough to complete sections of this project. The primary goals for this project would be to inventory and assess the current recreational facilities and services, identify recreational deficiencies, and identify funding sources.

## **FOR YOUR INFORMATION:**

### **Planning**

#### **Long-range Projects:**

The Comprehensive Plan articulates that there will be an Annual Report to the Community that updates officials and citizens to the progress and status of the implementation of the Comprehensive Plan. The Annual Report is intended to be complete by the beginning of the budget cycle so that projects may be appropriately budgeted. I am working on the Report.

#### **Permits:**

Subdivision- River Rim Ranch, Huntsman Springs and Canyon Creek Ranch are all under staff review for substantial amendments to the developments.

OTO/BA- Seven one-time-only lot split applications are in process. Four boundary adjustment applications are in process.

Floodplain- I am reviewing one new floodplain permit and reviewing a permit from IDWR. The Kelsey floodplain permit was denied by the State.

#### **Committees:**

TAAF- The Teton Area Advisory Forum (TAAF), at the request of both the Idaho and Wyoming BOCCs, is hosting the Natural Resources Advisory Forum I: Teton Canyon. This will be a series of input-gathering forums to advise the Board on forest management options in Teton Valley. The first meeting will be May 22, 6:00pm – 8:00pm at the High School. There is also an event hosted by the Soil Conservation District on April 24<sup>th</sup> from 4:00pm – 8:00pm at the Alta Library that will discuss resource management issues in Teton Valley.

HUD Grant Consortium- The HUD Grant consortium is hosting an Annual Summit on May 2, from 10:00 – 4:00 at the Wildwood Room in Victor. The event will provide an update on the grant progress and representatives will be available to answer questions. If you cannot make the entire day, I encourage you to drop in and check it out.

#### **Code Changes:**

Zoning Change for de-annexed property in Victor (BOCC in May)

Digital Format requirement for plats and surveys (BOCC in May)

Large-acreage subdivisions: I am waiting to hear back from the community about this proposed amendment.

#### **Code Compliance:**

Table Rock Auto- We have turned this issue over to the prosecutor. The owners can resolve the issue by either cleaning up the property or by applying for a CUP.

Cabin near Packsaddle Creek Estates- Our department and other agencies continue to try to bring this cabin into compliance. It is a complex situation and is taking quite a bit of time.

Teton Saddleback Vistas- We are working with the owner to get a Temporary Use Permit for several summer events. We have received an application and have sent out neighbor notices.

Lighting Violations off of E 1000S- We have turned this issue over to the prosecutor.

Nelson Decrepit Trailer- There is a partially demolished trailer that needs to be made safe. The easiest thing to do would be to finish the demolition. Building Official, Tom Davis has condemned the trailer as uninhabitable and is working with the land owner to make the situation safe.

### **Incomplete Subdivisions:**

Silver Dollar Ranch- We have been working with a potential buyer of Silver Dollar Ranch Subdivision (an incomplete subdivision) to answer questions during a due diligence period.

West Ridge Ranch- The homeowners in West Ridge Ranch are concerned about the security of their water system. This is a private issue between the developer and the homeowners, but as WRR is not a "complete" subdivision, the County needs to stay abreast of the issues until all infrastructure issues are resolved.

### **Building**

**Permits:** Four building permits are currently under review by Building Official, Tom Davis. There was one final inspection/occupancy permit issued so far in April; there are still 29 active permits (building permit issued, but the home has not received a certificate of occupancy). Tom has done 13 inspections 4/1 – 4/12; each inspection takes approximately an hour. Tom meets several times a week with individuals seeking information about the building process.

**Law Enforcement Center:** Tom Davis worked on the LEC 57 hours during the first two weeks of April, 4/1 – 4/12 (30 and 27 hours, respectively). This includes coordinating with Ormond, the architect, and other departments, reviewing plans, and working with the City of Driggs for design review and the communications tower. Contractors broke ground on the project earlier this month.



## STAFF REPORT

### **PROPOSED PLAT AMENDMENT: SIGNIFICANT CHANGES- DECREASE SCALE, IMPACT Huntsman Springs Planned Unit Development Prepared April 17 for the April 22, 2013 Board of County Commissioners Public Meeting**

**OWNER:** Huntsman Springs Inc.    **APPLICANT:** Huntsman Springs Inc.

**REQUESTS:** Huntsman Springs Inc. is requesting a significant plat amendment that would decrease the scale or impact of the Huntsman Springs PUD. In six blocks of the development, "cabin lots" would be turned into single family lots, thus reducing the total number of lots by 33. Additionally, Lots 9 and 10 of Block 10 would be combined to reduce one further lot.

All utilities have been installed and there is no proposed footprint change to the development or change to the development agreement. There is a small decrease of open space (about 0.5% open space reduction).

**CODES:** Teton County Subdivision Ordinance Section 9-7-1 Vacations of Plats, Easements, Rights-of-Way; Lot Consolidations and Amendments to Recorded Subdivision Documents.

**LEGAL DESCRIPTION:**

Portions of Sections 26 & 27  
Township 5 North, Range 45 East

**LOCATION:** County portion of Huntsman Springs, Phases 1 and 3A; north and west of the County Courthouse

**PROPERTY SIZE:** Affected acres = 22.37  
Total acres in phases 1 and 3A = approximately 160 acres

**ZONING:** Huntsman Springs was approved as a Planned Unit Development which sets unique zoning and development standards within the development. The project is in the Driggs Area of City Impact.

### **PLANNING STAFF RECOMMENDATION:**

Staff recommends that the BOCC approve the proposed plat amendment. The proposed amendment reduces the number of lots in the County, decreases the impact to the County services and, per the applicant, will be more marketable than the previous configuration.

# VICINITY MAP

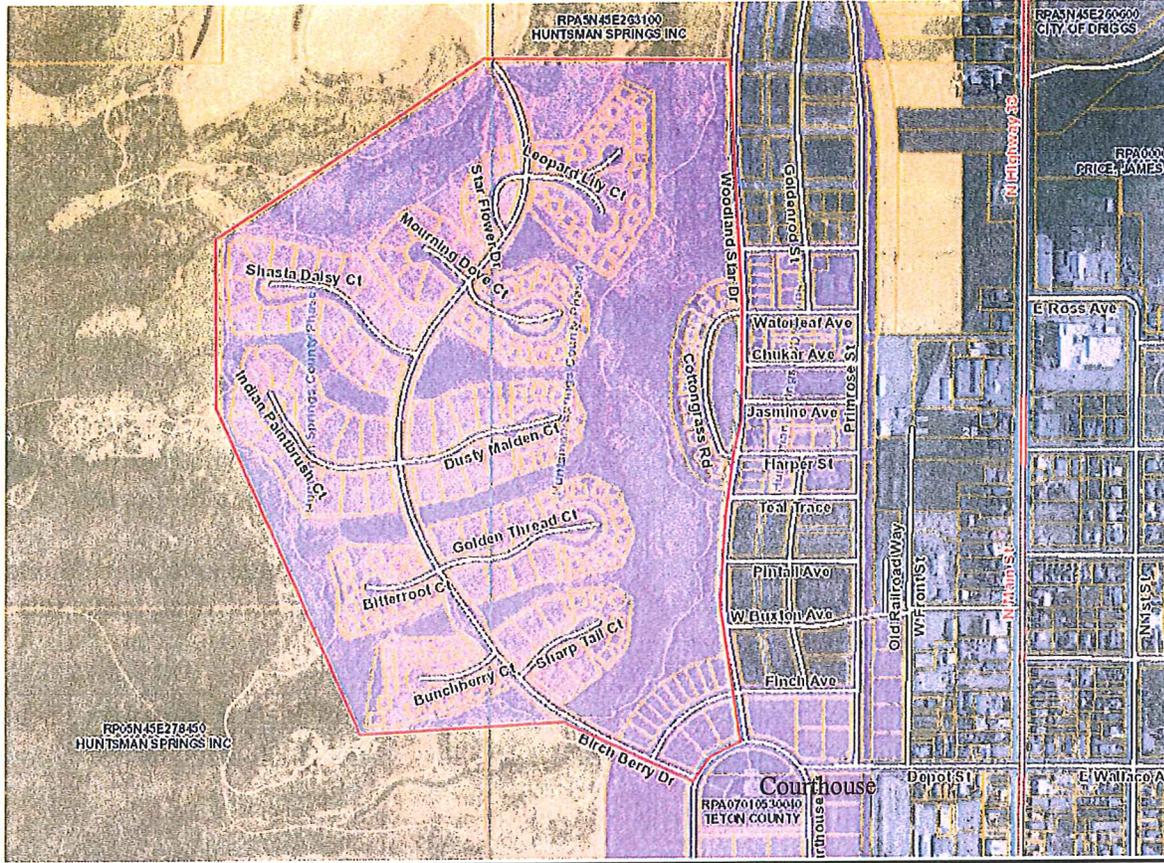


Figure 1: Phases 1 and 3A of Huntsman Springs PUD

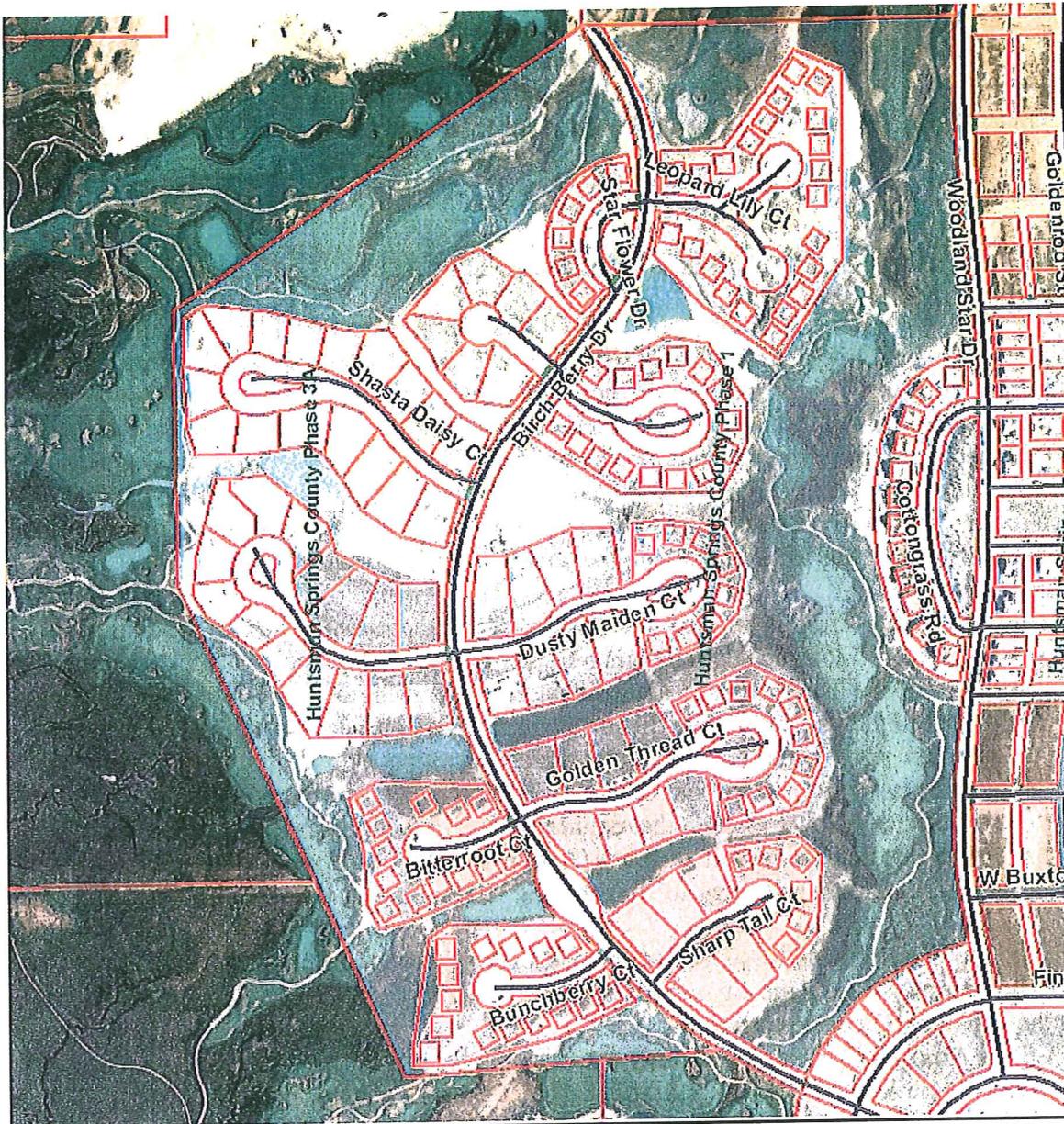


Figure 2: Current lot configuration. All cabin lots except those off of Leopard Lily Ct. are proposed to become single family home lots.

### **BACKGROUND INFORMATION**

Huntsman Springs PUD is a large project partially in the City of Driggs and partially in the County's jurisdiction in the City Area of Impact. The development was originally approved in 2007 and the City portion has many built structures. County Phases 1 and 3A are on the western part of the project and designated as residential areas. The original configuration of the lots was as cabin lots. These are small lots within a larger tract of land. In practice, these lots are building envelopes within a larger common area. Turning these cabin lots into single family residential lots increases the size of each "lot" and reduces the total number of potential dwelling units. It also eliminates the surrounding open space that, at present, exists surrounding each cabin lot. This open space was not included in the original open space calculation for the project and will be incorporated into the new single-family residential lots. It is staff's judgment that this is not "significant open space" and that its elimination and incorporation into the new lots is an insignificant change that is off-set by the reduction in the

number of potential houses. "Open space" (included in the original calculation) was platted between single family lots and cabin lots. This open space will be eliminated, thus reducing the percent open space for the entire project from 81.2% to 80.7%. The applicant states that market conditions are more favorable for single family residential lots than cabin lots. Staff has not analyzed this statement.

## STAFF ANALYSIS

### CONSISTENCY WITH THE APPLICABLE POLICIES OF THE DRIGGS COMPREHENSIVE PLAN

Title 7, Chapter 1-4-A-1 designates the "City of Driggs Comprehensive Plan" the applicable comprehensive plan in the Driggs Area of Impact. The land use chapter implies that "residential development, whereby residents must travel to the downtown commercial area for groceries and other necessities," is desirable. In short, the Driggs Comprehensive Plan encourages high density growth with a variety of housing types near the commercial centers. The proposed amendment provides a decreased density from what was previously approved, just outside city limits, but within pedestrian travel distance to the downtown core commercial area. The proposal also removes some diversity of housing types, although cabin lots are available in other areas of the development.

Specific Objectives include:

1. Designate appropriate areas to support the development of adequate housing quantities and types to meet projected housing needs, within a framework of interconnected neighborhoods.

**Staff Analysis:** This proposed amendment removes some of the variation in housing types that might support a more diverse community as outlined in Action 2 (Encourage varying lot sizes within subdivisions, thereby creating a mix of housing types and supporting a more diverse community). However, Huntsman Springs does have an interconnected pathway system that connects the different phases of the subdivision and allows pedestrian movement to town (Action 5: Require residential developments to connect roads and pathways to neighboring developments and to adjacent collector roads).

2. Designate appropriate areas to support desired economic development, while protecting the Central Business District as the city's primary retail center, and preventing commercial sprawl along the Highway 33 scenic corridor.

**Staff Analysis:** This proposed amendment supports this objective by placing residential housing outside, but within pedestrian distance, of the central business district. The close-proximity residential does not compete with commercial activities and provides patronage within walking distance.

3. Ensure that development occurs in a manner that is safe, that facilitates efficient delivery of public services and does not outstrip available or potential capacities.

**Staff Analysis:** The proposed amendment is serviced by existing infrastructure and is connected to City services.

4. Ensure that incompatible uses are buffered from one another.

**Staff Analysis:** The different uses have been removed from the project and, therefore, do not need to be buffered from each other.

The proposed amendment is consistent with this goal and not inconsistent with other, less-applicable goals of the Driggs Comprehensive Plan.

### **CONSISTENCY WITH THE APPLICABLE TETON COUNTY SUBDIVISION CODE**

Teton County Title 9, the Subdivision Ordinance, outlines criteria for approval for a plat amendment, significant change- decrease scale, impact. “The purpose and intent also is to reduce the intrusion of development into sensitive natural areas of the county and reduce the governmental costs associated with scattered development by expediting changes to recorded plats that reduce the number of vacant platted lots in the county.”

### **Subsection 9-7-1 (B-2-c)- Definitions**

“Decrease Scale, Impact are changes that substantially decrease the scale or scope of the platted subdivision, and substantially decrease the direct or indirect impacts on the immediate neighborhood, general vicinity of the subdivision or overall community. Substantial changes may include a reduction in the number of lots or parcels.” This project reduces the number of potential dwelling units by 34, alleviating the County of the cost of services for sheriff, fire and the burden to the schools and libraries, among other costs.

### **CONSISTENCY WITH THE APPLICABLE STATE OF IDAHO CODE**

Idaho State Statute 67-6513, Subdivision Ordinance, requires that all subdivisions do not impose substantial additional costs upon current residents. By decreasing the total number of dwelling units in the County, this proposal does not impose a burden on current residents.

### **AGENCY & DEPARTMENTAL TECHNICAL COMMENTS**

1. A home is under construction on Golden Thread Court on one of the existing single-family home lots. The owner was notified with a neighbor notice and the project is being managed by a representative of Huntsman Springs (Todd Woolstenhulme).
2. There will be a loss of open space that was platted between the cabin lots and the single-family home lots. This open space does not decrease the percentage of open space below what was required by the PUD ordinance.
3. The open space around the cabin lots was not included in the original open space calculations.
4. City of Driggs does not have concerns about the project (see letter from Ashley Koehler, City of Driggs P&Z Administrator).
5. The Eastern Idaho Public Health Department has had their concerns addressed (see emails from Mike Dronen, EIPHD).
6. The Idaho Department of Environmental Quality has had their concerns addressed (see email from William Teuscher, Idaho DEQ).
7. The Teton County Fire Protection District’s concerns were addressed (see email from Earle Giles, TCFPD).
8. The County Engineer had a few concerns which have been addressed by the applicant (see email from Bob Ablondi).

**NEIGHBOR COMMENTS:** One comment has been received from Daryl Dinkla, a neighbor, who is in support of the plat amendment.

**PUBLIC NOTICE:** A public hearing was held in front of the joint City of Driggs-Teton County Planning & Zoning Commission. This public hearing was noticed according to State Statute 67-6509, including neighbor notices, newspaper notices and a site posting.

**PLANNING & ZONING ACTION:** The joint City of Driggs-Teton County Planning & Zoning Commission met on April 09, 2013 to hold a public hearing. The commission had little deliberation and voted unanimously to recommend approval of the proposed amendments.

**PROPOSED MOTION:**

Having found that the proposed amendment to County Phases 1 and 3A of the Huntsman Springs PUD are consistent with the City of Driggs Comprehensive Plan, Teton County development ordinances, and state statute, and that the application has heard as required by state statutes, I move to approve the Huntsman Springs Plat Amendment as presented in the application materials [with the following changes].

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**Attachments:**

- Application Materials
- Agency Comments
- Public Comment

TETON COUNTY  
PLANNING & ZONING

MAR 01 2013

RECEIVED



Huntsman Springs PUD

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

**SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION**

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

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

**SECTION I: PERSONAL AND PROPERTY RELATED DATA**

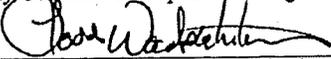
Owner: Huntsman Springs Inc. - (Glenn & Millie Pearson Block 10 lots 9 and 10)  
Applicant: Same as Owner E-mail: tw@huntsmansprings.com  
Phone: ( 208 ) 354-9667 Mailing Address: 1839 North 1000 West  
City: Driggs State: Id. Zip Code: 83422  
Engineering Firm: Rendezvous Eng. Contact Person: B. Ablondi Phone: ( 307 ) 733-5252  
Address: P.O. Box 4858; Jackson, Wy. 83001 E-mail: rtaablon@aol.com

Location and Zoning District:  
Huntsman Springs County Phase I and 3A,  
Address: Blocks 2, 3, 5, 7, 8, 10 & 12 Parcel Number: (multiple parcels)  
Section: 26 & 27 Township: 5N Range: 45E Total Acreage: See Plat Maps  
Proposed Units/ Lots: 61 (affected area) Current Units/Lots: 95 (affected area)  
Code Approved Under: Plat approved in 2007

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> FEES (pursuant to current fee schedule) \$0.00 | <input type="checkbox"/> Affidavit of Legal Interest   |
| <input type="checkbox"/> Insignificant   | <input type="checkbox"/> Engineer/Surveyor review cost |
| <input type="checkbox"/> Substantial Increase Scale/Impacts                        | <input type="checkbox"/> Taxes Current                 |
| <input checked="" type="checkbox"/> Substantial Decrease Scale/Impacts             |  |

*Fees are non-refundable.*

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

• Applicant Signature:  Date: 3-1-13  
Todd Woolstenhulme, authorized agent

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

• Owner Signature: See attached Letters of Authorization Date: \_\_\_\_\_

## SECTION II: ADMINISTRATOR DETERMINATION

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

( ) Insignificant: The application will be reviewed administratively and approved, approved with conditions or denied. The plat or recorded documents for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.

( ) Substantial Changes – Increase Scale, Impact: The application will be reviewed under any applicable current ordinances and a staff report prepared and sent to the Planning and Zoning Commission for preliminary review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement and may or may not require additional studies or application materials. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

(x) Substantial Changes – Decrease Scale, Impact: The application will be reviewed under the code of original approval and a staff report prepared and sent to the Planning and Zoning Commission for concept review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement. No additional studies or application fees will be required. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

## SECTION III: ITEMS REQUIRED ON THE AMENDED PLAT OR IN AMENDED RECORDED DOCUMENTS (see attached)

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

NARRATIVE TO ACCOMPANY  
 SUBDIVISION / PUD AMENDMENT APPLICATION  
 HUNTSMAN SPRINGS COUNTY PHASE I AND PHASE 3A  
 SECOND AMENDMENT  
 FEBRUARY 28, 2013

This amendment is submitted to consolidate existing platted "cabin lots" into the more conventional single family lots in the 0.4 to 0.8 acre category. This change will result in a reduction in the number of units as summarized in the following table.

PHASE	BLOCK	PREVIOUS NUMBER OF TOTAL UNITS	REVISED NUMBER OF UNITS	UNIT REDUCTION	AFFECTED ACRES
1	2	11	8	3	3.16
1	3	18	13	5	4.86
1	5	15	8	7	4.21
3A	7	15	7	8	4.36
3A	8	13	6	7	3.51
3A	10	17	16	1	0.86
3A	12	6	3	3	1.41
<b>TOTALS</b>		<b>95</b>	<b>61</b>	<b>34</b>	<b>22.37</b>

The change is primarily designed respond to current market conditions and the desires expressed by recent lot purchasers to have greater flexibility in the design and siting of their residences on the property. This lot consolidation is similar to what was approved by the County in 2009 when there was a reduction of 8 units as a result of the conversion of cabin lots to conventional single family sites. A total of only 22.37 acres are affected by this change as shown in the summary table.

All utilities and infrastructure are completed for the areas proposed to be amended. Therefore no infrastructure drawings or engineering plans will be required. Also as you are aware, all lots are connected to community water and sewer facilities operated by the City of Driggs. Therefore there should be no changes with regard to fire protection of sanitation resulting from this amendment. All roads in this area will continue to be private and maintained by the homeowners association.

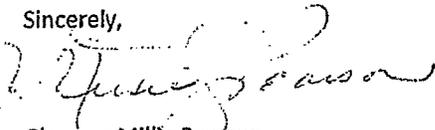
February 26, 2013

To Whom It May Concern:

The following individual is hereby authorized to execute documents related to combining lots 9 and 10 on Block 10 at Huntsman Springs on our behalf. This permission is granted to the following individual only for the prescribed lots and action listed above.

**Todd Woolstenhulme – Huntsman Springs Construction Manager**

Sincerely,

A handwritten signature in cursive script, appearing to read "Glenn or Millie Pearson".

Glenn or Millie Pearson

Block 10: Lots 9 & 10 owners

Cell: 858.344.0981



August 23, 2012

To Whom It May Concern:

The following individual is hereby authorized to execute documents on behalf of Huntsman Springs, Inc. and K&M Ventures LLC with city/county officials.

Todd Woolstenhulme

Sincerely,

David H. Huntsman  
CEO, Huntsman Springs, Inc.  
Managing Member, K&M Ventures LLC

501 HUNTSMAN SPRINGS DRIVE | DRIGGS, IDAHO 83422

PHONE 208.354.9660

FAX 208.354.9605

HUNTSMANSPRINGS.COM

## Angie Rutherford

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**From:** RTAblondi@aol.com  
**Sent:** Wednesday, March 27, 2013 3:24 PM  
**To:** Angie Rutherford  
**Cc:** tw@huntsmansprings.com  
**Subject:** Re: Engineer Comments for Huntsman

Angie,

Here is a comparison of the acreages and open space from the previous (2009) to the proposed (2013) plan for Huntsman Springs in the county. The main changes related to the elimination of the small open space separation lots as well as an expansion of the clubhouse-fitness center area. Our surveyor still needs to review the specific plat drawings which will take place during the technical review portion as some of these figures may change slightly.

DESCRIPTION	2009	2013
Total County Area, Acres	1,230.46	1,221.69
Total Open Space Acres, County	999.37	986.21
% Open Space	81.2%	80.7%

Bob Ablondi

In a message dated 3/27/2013 12:27:26 P.M. Mountain Daylight Time, [arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us) writes:

Thanks. Still need the open space table.

### Angie Rutherford

Planning Administrator

Teton County, Idaho

208 354-2593

---

**From:** [RTAblondi@aol.com](mailto:RTAblondi@aol.com) [<mailto:RTAblondi@aol.com>]  
**Sent:** Wednesday, March 27, 2013 10:18 AM  
**To:** Angie Rutherford  
**Cc:** Jay Mazalewski; [tw@huntsmansprings.com](mailto:tw@huntsmansprings.com)  
**Subject:** Re: Engineer Comments for Huntsman

Angie,

See responses below:

In a message dated 3/27/2013 9:38:17 A.M. Mountain Daylight Time, [arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us) writes:

Hi Bob,

Jay had a few comments about Huntsman plat amendment.

1. Was the original open space between the cabin lots and the SFR lots a connector that has been lost? BTW: there are a lot of comments about this reduction of open space. I understand it does not decrease the numbers below what was required, but a better explanation of why this is being lost and what it was originally used for and why it's loss is "insignificant" would be helpful. The original plan was based upon the specific siting of 60 ft by 60 ft "cabin" sites within a tract of limited common land. Because these 60 ft by 60 ft sites did not have any setbacks (as they were essentially a building envelope), the original designers (Hart-Howerton) included these open space strips in the plan to serve as a de facto setback between the cabins and single family lots. This area also provided some separation between the two different types of residential units. With the conversion to all single family lots, this strip is no longer needed.
2. The drawings are not to scale. All the plat drawings were created in AutoCAD and therefore were drawn to scale. When converted to Adobe PDF, there is the potential for the drawings to be modified to fit a specific page format. However, the final full size plat documents will be printed to scale. In addition, the DWG plat files will be provided to the county for use in their GIS.
3. Are there changes to infrastructure (most notably drainage)? There are no plans to change any infrastructure. In accordance with City of Driggs standards, unused water and sewer service taps will ultimately be capped. However, this would not take place until construction when it was certain that a given service tap was to be abandoned.

Thanks Bob,

Angie

**Angie Rutherford**

Planning Administrator

Teton County, Idaho

150 Courthouse Drive

Driggs, ID 83422

208 354-2593

[arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us)

[www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov)



## MEMO

**To:** Angie Rutherford, Teton County P&Z Administrator  
**From:** Ashley Koehler, City of Driggs P&Z Administrator  
**Date:** March 26, 2013  
**RE:** Huntsman Springs Phase I and 3A Plat Amendment

---

Angie-

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

1. This amendment is located in the Driggs Area of Impact and is subject to the City's subdivision design standards, subdivision improvement requirements, & PUD zoning.
2. Areas of open space have been eliminated and absorbed into the lots in Phase I, Block 2 and 3. Based on information from you and Bob Ablondi, these open space areas were not critical to any pathway or golf cart access and without them, the minimum required open space will still be met.
3. The islands of open space in the cul-de-sacs in Phase I Block 2 & 3 are marked as open space on the original plats. Those areas should also be marked in these amended plats and confirm documentation for their restriction in accordance with Driggs Code 10-4-6-B.
4. Overall, I don't see any objections to the amendment as the proposal will not reduce the minimum required open space nor make any major changes to the roads. The reduction of size and number of lots still conform to our Comprehensive Plan and PUD zoning in that area.

## Angie Rutherford

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**From:** Ashley Koehler [pz2driggs@ida.net]  
**Sent:** Thursday, March 28, 2013 9:59 AM  
**To:** RTAblondi@aol.com; Angie Rutherford  
**Cc:** tw@huntsmansprings.com  
**Subject:** RE: FW: Huntsman Staff Report

Bob-  
Thanks for the responses- everything looks good. I explained 10-4-6 below.  
-Ashley

---

**From:** RTAblondi@aol.com [mailto:RTAblondi@aol.com]  
**Sent:** Wednesday, March 27, 2013 2:07 PM  
**To:** arutherford@co.teton.id.us  
**Cc:** pz2driggs@ida.net; tw@huntsmansprings.com  
**Subject:** Re: FW: Huntsman Staff Report

Angie,

Here are responses to Ashley Koehler's comments. I am also copying Ashley on this response.

Thanks,

Bob Ablondi

1. This amendment is located in the Driggs Area of Impact and is subject to the City's subdivision design standards, subdivision improvement requirements, & PUD zoning. This is understood as from the beginning of the project the plan has been to comply with most all city improvements standards, even though many of these standards did not exist at the onset of the project. It is also important to note that as a PUD, the intent was for Huntsman Springs to have flexibility with design standards, setbacks, and other similar development requirements which may depart from the current Driggs standards in some areas. We believe that the development that has occurred to date within the project is representative of the this flexibility and intent of the PUD.

2. Areas of open space have been eliminated and absorbed into the lots in Phase I, Block 2 and 3. Based on information from you and Bob Ablondi, these open space areas were not critical to any pathway or golf cart access and without them, the minimum required open space will still be met. This is correct as the small open space areas were primarily to provide a separation between two different housing types -- clustered cabins versus single family lots. The project will still have more than 80% of the site in a larger open space tract which is in excess of any City or County requirements.

3. The islands of open space in the cul-de-sacs in Phase I Block 2 & 3 are marked as open space on the original plats. Those areas should also be marked in these amended plats and confirm documentation for their restriction in accordance with Driggs Code 10-4-6-B. These smaller open space areas were created more as a design element rather than a significant component of open space. We are not proposing any change to these areas and would suggest that they remain as they are with the current plat. I am not familiar with 10-4-6-B of the Driggs Code however believe that these open space areas are best owned and maintained by the developer with transition to the homeowners association going forward. 10-4-6 basically states the need to ensure that any non-park open space is owned and maintained by an HOA or the developer in perpetuity. I imagine that the Development Agreement between the County and Huntsman Springs is similar to the Agreement with the City in which it calls out that all open space and common areas will be maintained by the HOA.

4. Overall, I don't see any objections to the amendment as the proposal will not reduce the minimum required open space nor make any major changes to the roads. The reduction of size and number of lots still conform to our Comprehensive Plan and PUD zoning in that area. It is also important to note that 34 units are being eliminated as a result of this amendment. Consequently there is very similar to the amendments within the City of Driggs that were recently (August 2012) approved unanimously by both the City Planning Commission and City Council.

In a message dated 3/27/2013 12:26:12 P.M. Mountain Daylight Time, [arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us) writes:

Please address.

## Angie Rutherford

Planning Administrator

Teton County, Idaho

208 354-2593

---

**From:** Ashley Koehler [<mailto:pz2driggs@ida.net>]  
**Sent:** Wednesday, March 27, 2013 12:23 PM  
**To:** Angie Rutherford  
**Subject:** RE: Huntsman Staff Report

Here ya go. Let me know if you have any questions. -ashley

---

**From:** Angie Rutherford [<mailto:arutherford@co.teton.id.us>]  
**Sent:** Wednesday, March 27, 2013 9:34 AM  
**To:** Ashley Koehler  
**Subject:** RE: Huntsman Staff Report

Hi Ashley,

I was going to print the email chain, but if you could cut and paste onto letterhead, I think that would be best and I will include your "official" comments in the packet.  
Thanks.

Angie

## Angie Rutherford

Planning Administrator

Teton County, Idaho

208 354-2593

## Angie Rutherford

---

**From:** RTAblondi@aol.com  
**Sent:** Wednesday, March 27, 2013 10:18 AM  
**To:** Angie Rutherford  
**Cc:** Jay Mazalewski; tw@huntsmansprings.com  
**Subject:** Re: Engineer Comments for Huntsman

Angie,

See responses below:

In a message dated 3/27/2013 9:38:17 A.M. Mountain Daylight Time, [arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us) writes:

Hi Bob,

Jay had a few comments about Huntsman plat amendment.

Was the original open space between the cabin lots and the SFR lots a connector that has been lost? BTW: there are a lot of comments about this reduction of open space. I understand it does not decrease the numbers below what was required, but a better explanation of why this is being lost and what it was originally used for and why it's loss is "insignificant" would be helpful. [The original plan was based upon the specific siting of 60 ft by 60 ft "cabin" sites within a tract of limited common land. Because these 60 ft by 60 ft sites did not have any setbacks \(as they were essentially a building envelope\), the original designers \(Hart-Howerton\) included these open space strips in the plan to serve as a de facto setback between the cabins and single family lots. This area also provided some separation between the two different types of residential units. With the conversion to all single family lots, this strip is no longer needed.](#)

[The drawings are not to scale. All the plat drawings were created in AutoCAD and therefore were drawn to scale. When converted to Adobe PDF, there is the potential for the drawings to be modified to fit a specific page format. However, the final full size plat documents will be printed to scale. In addition, the DWG plat files will be provided to the county for use in their GIS.](#)

[Are there changes to infrastructure \(most notably drainage\)? There are no plans to change any infrastructure. In accordance with City of Driggs standards, unused water and sewer service taps will ultimately be capped. However, this would not take place until construction when it was certain that a given service tap was to be abandoned.](#)

Thanks Bob,

Angie

**Angie Rutherford**

Planning Administrator

Teton County, Idaho

150 Courthouse Drive

Driggs, ID 83422

## Angie Rutherford

---

**From:** Earle Giles III [egiles@tetoncountyfire.com]  
**Sent:** Tuesday, March 19, 2013 11:04 AM  
**To:** RTAblondi@aol.com; Angie Rutherford  
**Cc:** tw@huntsmansprings.com  
**Subject:** RE: FW: Huntsman Springs Plat Amendment Review

Bob,  
I have reviewed all the information and it all looks good from the fire protection stand point.  
We have no issues with the Huntsman Springs Plat Amendment.  
Let me know if you need any more assistance with the proposal.  
Thank you,

Earle Giles III  
Division Chief of Prevention



Teton County Fire & Rescue  
PO Box 474  
911 North Hwy. 33  
Driggs, ID 83422  
Phone: 208-354-2760  
Fax: 208-354-2764

---

**From:** RTAblondi@aol.com [mailto:RTAblondi@aol.com]  
**Sent:** Tuesday, March 19, 2013 10:06 AM  
**To:** arutherford@co.teton.id.us  
**Cc:** egiles@tetoncountyfire.com; tw@huntsmansprings.com  
**Subject:** Re: FW: Huntsman Springs Plat Amendment Review

Angie,

Here is a response to Earl's comments:

- 1) The street signs have been installed.
- 2) There is only one house in the county which is still under construction, however, the covenants do require that street numbers are displayed.
- 3) We have performed both computer models and actual hydrant flow tests to confirm the capability of the existing system, which is part of the Driggs water system, to satisfy needed fire flow requirements for single family residences.

Also, please understand that this amendment does not involve any changes to infrastructure. The issues raised were previously addressed when the area was first platted.

Thanks,

Bob Ablondi

In a message dated 3/19/2013 9:03:45 A.M. Mountain Daylight Time, [arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us) writes:

| Hi Bob,

Could you please address the three items below from our Fire Marshal? The third probably needs an engineer sign off.

Thanks,

**Angie Rutherford**

Planning Administrator

Teton County, Idaho

208 354-2593

---

**From:** Earle Giles III [<mailto:egiles@tetoncountyfire.com>]

**Sent:** Tuesday, March 19, 2013 8:52 AM

**To:** Angie Rutherford

**Subject:** RE: Huntsman Springs Plat Amendment Review

Angie,

I see no problems with the proposal as long as.

- 1) The street signs are in place.
- 2) The lot # are marked and when completed the numbers are transferred to the house.
- 3) There is adequate water supply at the hydrants for the size of the structure.

Thank you,

Earle Giles III  
Division Chief of Prevention



Teton County Fire & Rescue  
PO Box 474  
911 North Hwy. 33  
Driggs, ID 83422  
Phone: 208-354-2760  
Fax: 208-354-2764

## Angie Rutherford

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**From:** William.Teuscher@deq.idaho.gov  
**Sent:** Tuesday, March 26, 2013 10:22 AM  
**To:** Angie Rutherford; mdronen@silverstar.com  
**Cc:** RTAblondi@aol.com  
**Subject:** RE: Huntsman Springs Plat Amendment Review

Angie and Mike,  
After review of the proposed plat changes DEQ confirms that there is no need for water or sewer system modifications needed. With the proposed plat amendment the water and sewer systems will still meet all of the State Drinking Water and Wastewater rules.

Thanks,  
William Teuscher PE  
DEQ

---

**From:** Angie Rutherford [<mailto:arutherford@co.teton.id.us>]  
**Sent:** Monday, March 25, 2013 3:46 PM  
**To:** Mike Dronen  
**Cc:** [RTAblondi@aol.com](mailto:RTAblondi@aol.com); William Teuscher  
**Subject:** RE: Huntsman Springs Plat Amendment Review

Hi Willie,  
Huntsman Springs is applying for a plat amendment to the County Phases 1 and 3A. These amendments don't change the infrastructure or footprint of the project, but do reduce the number of dwelling units. They are proposing to eliminate the "cabin lots" and create single family residential homes instead.  
Could you please review this amendment request and let me know your concerns or if you need additional information?  
Thanks for your help.  
Angie

**Angie Rutherford**  
Planning Administrator  
Teton County, Idaho  
208 354-2593

---

**From:** Mike Dronen [<mailto:mdronen@silverstar.com>]  
**Sent:** Monday, March 25, 2013 3:19 PM  
**To:** Angie Rutherford  
**Cc:** [RTAblondi@aol.com](mailto:RTAblondi@aol.com); [william.teuscher@deq.idaho.gov](mailto:william.teuscher@deq.idaho.gov)  
**Subject:** RE: Huntsman Springs Plat Amendment Review

Angie –

Thank you for the opportunity to review the proposed plat amendment. To follow are our brief comments:

1. The subdivision was originally reviewed by the DEQ. This amendment will need a DEQ review, or confirmation from the DEQ that another review is not necessary.
2. The applicant will need to submit to EIPHD a new health department subdivision application for the amendment.

The above is required prior to releasing sanitary restrictions and signing the Health Certificate. Please let me know if you have any additional questions.

Mike

*Michael Dronen  
Eastern Idaho Public Health District  
820 Valley Centre Drive  
Driggs, Idaho 83422  
208 354-2220/fax 208 354-2224*

---

**From:** Angie Rutherford [<mailto:arutherford@co.teton.id.us>]  
**Sent:** Thursday, March 14, 2013 9:00 AM  
**To:** Earle Giles III; Mike Dronen  
**Cc:** 'Bret Campbell'  
**Subject:** Huntsman Springs Plat Amendment Review

Hi Earle and Mike,  
Huntsman Springs is applying for a plat amendment to the County Phases 1 and 3A. These amendments don't change the infrastructure or footprint of the project, but do reduce the number of dwelling units. They are proposing to eliminate the "cabin lots" and create single family residential homes in their stead.  
Could you please review this amendment request and let me know your concerns or if you need additional information?  
Thanks for your help.  
Earle, I copied Bret because he might have some historical knowledge on this project.  
Thanks so much,  
Angie

Angie Rutherford  
Planning Administrator  
Teton County, Idaho  
150 Courthouse Drive  
Driggs, ID 83422  
208 354-2593  
[arutherford@co.teton.id.us](mailto:arutherford@co.teton.id.us)  
[www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov)

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 8116 (20130314) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 8161 (20130325)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

## Angie Rutherford

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**From:** Mike Dronen [mdronen@silverstar.com]  
**Sent:** Monday, March 25, 2013 3:19 PM  
**To:** Angie Rutherford  
**Cc:** RTAblondi@aol.com; william.teuscher@deq.idaho.gov  
**Subject:** RE: Huntsman Springs Plat Amendment Review

Angie –

Thank you for the opportunity to review the proposed plat amendment. To follow are our brief comments:

1. The subdivision was originally reviewed by the DEQ. This amendment will need a DEQ review, or confirmation from the DEQ that another review is not necessary.
2. The applicant will need to submit to EIPHD a new health department subdivision application for the amendment.

The above is required prior to releasing sanitary restrictions and signing the Health Certificate. Please let me know if you have any additional questions.

Mike

*Michael Dronen  
Eastern Idaho Public Health District  
820 Valley Centre Drive  
Driggs, Idaho 83422  
208 354-2220/fax 208 354-2224*

---

**From:** Angie Rutherford [mailto:arutherford@co.teton.id.us]  
**Sent:** Thursday, March 14, 2013 9:00 AM  
**To:** Earle Giles III; Mike Dronen  
**Cc:** 'Bret Campbell'  
**Subject:** Huntsman Springs Plat Amendment Review

Hi Earle and Mike,  
Huntsman Springs is applying for a plat amendment to the County Phases 1 and 3A. These amendments don't change the infrastructure or footprint of the project, but do reduce the number of dwelling units. They are proposing to eliminate the "cabin lots" and create single family residential homes in their stead.

Could you please review this amendment request and let me know your concerns or if you need additional information?

Thanks for your help.

Earle, I copied Bret because he might have some historical knowledge on this project.

Thanks so much,

Angie

Angie Rutherford  
Planning Administrator  
Teton County, Idaho  
150 Courthouse Drive  
Driggs, ID 83422

## Angie Rutherford

---

**From:** Daryl Dinkla  
**Sent:** Monday, March 18, 2013 7:31 PM  
**To:** Angie Rutherford  
**Subject:** Huntsman Springs Phase 1 and 3a changes

As owner of Lot 4 , Block 10, of the Huntsman Springs Development, I wholly support and recommend acceptance of the changes as proposed. The lot is in the name of DD#3, LLC of which I am the President. Thanks for your consideration, Daryl Dinkla

Daryl E. Dinkla 9801 Valdez Drive Urbandale , Iowa 50322 Phone 515-276-4076 Cell Phone 515-554-4076

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 8134 (20130319)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Wendy Danielson

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**From:** Mike Dronen [mdronen@silverstar.com]  
**Sent:** Monday, April 15, 2013 8:56 AM  
**To:** Wendy Danielson  
**Subject:** Huntsman Springs Plat Amendment Ph 1 & 3A

Wendy –

Just wanted to let you know I have received the application for the Huntsman Springs plat amendment Phase 1 & 3A. DEQ has reviewed and approved the amendment.

Mike

*Michael Dronen  
Eastern Idaho Public Health District  
820 Valley Centre Drive  
Driggs, Idaho 83422  
208 354-2220/fax 208 354-2224*

**TETON COUNTY PLANNING AND ZONING COMMISSION**

**Draft Meeting Minutes from April 9, 2013  
County Commissioners Meeting Room, Driggs, ID**

**COMMISSIONERS PRESENT:** Mr. Dave Hensel, Mr. Bruce Arnold, Mr. Chris Larson, Mr. Darryl Johnson, Mr. Ryan Colyer, Mr. Shawn Hill, and Mr. Cleve Booker.

**COUNTY STAFF PRESENT:** Ms. Angie Rutherford, Planning Administrator and Ms. Kathy Spitzer, County Attorney

The meeting was called to order at 5:00 PM.

**Approval of the Minutes:**

**Motion:** Mr. Larson moved to approve the Minutes from March 14, 2013. Mr. Arnold seconded the motion.

**Vote:** The motion was unanimously approved.

**Chairman Business:**

There was no Chairman business.

**Administration Business:**

Ms. Rutherford told the Commission about a meeting between the BOCC and Code Studio, the consultant hired by the HUD Grant to develop code in Teton County. The meeting will be held on Friday, April 19th at 8:00 AM at the Courthouse.

Chairman Hensel called a recess to the Teton County P&Z Hearing in order to hold a joint meeting with the City of Driggs to discuss the Huntsman Springs plat amendment.

Members of the Driggs Planning & Zoning Commission present were Rick Baldwin and Chris Valiante. Mr. Hensel and Mr. Johnson remained for the joint meeting representing the Teton County Planning Commission and the rest of the Commission left for a recess. Mr. Hensel was appointed Chairman for the joint meeting.

Mr. Johnson commented for the record that he is employed by Jorgensen & Associates, and they have been retained by Huntsman Springs in the past. He stated that he has had nothing to do with the amended plats being presented at this meeting.

**Public Hearing: Plat Amendment Application for Huntsman Springs, County Phases 1 & 3A.** Huntsman Springs, Inc. is proposing an amendment to two phases of the Huntsman Springs Development, both of which are in the Driggs Area of City Impact, in the County. The amendments represent a substantial change to the development, with a decrease of scale or impacts. The proposal reduces the total number of dwelling units by 34 while maintaining the same footprint of Phase 1, Blocks 2, 3, 5 and Phase 3A, Blocks 7, 8, 10 and 12. The proposal combines Lots 9 and 10 of Block 10 of Phase 3A.

**Applicant Presentation:**

Mr. Bob Ablondi with Rendezvous Engineering, representing Huntsman Springs, presented an updated Master Plan for the Commission to illustrate the originally approved PUD and the proposed amendments. He explained the proposed changes which would decrease the scale or impact of the Huntsman Springs PUD. In six phases of the development, “cabin lots” would be turned into single family lots, thus reducing the total number of lots by 33. Additionally, Lots 9 and 10 of Block 10 would be combined to reduce one further lot. He explained the changes were made based on input from realtors and marketing consultants involved in the project. Mr. Ablondi commented that Mr. Todd Woolstenhulme, project manager for Huntsman Springs, was available if the Commission had questions.

Mr. Johnson asked if the CC&Rs and other relevant documents would remain the same. Mr. Ablondi stated they were not being changed. Mr. Johnson also asked if the amendment covered the proposed Fitness Facility. Mr. Ablondi stated it does not because it will be built within the city limits of Driggs and will not involve the County in any way.

**Staff Presentation:**

Ms. Rutherford explained the need for a joint meeting because the proposed changes are located in the Driggs Area of Impact, which requires a joint Planning & Zoning Commission made of representatives of the City and the County. She stated that the City of Driggs Comprehensive Plan and the County Subdivision Ordinances would both apply in the review process and would be reflected in the staff report. She commented the biggest concern was the loss of open space, which involves two areas of the PUD. The cabin lots are nestled in the common area, but that common area was not included in the original open space calculations. Another type of open space affected would be the buffer between the single family lots and the cabin lots, which would be eliminated. It would bring the overall percentage of open space from 81.2% to 80.7%, which meets both Driggs city code and the county PUD ordinance, so she did not feel that it was an issue. The application is for a significant plat change but a decrease scale or impact, which is in compliance with the county code. Ms. Rutherford commented that the proposed amendment supports the objective of having a high density PUD subdivision close to a commercial core, which is articulated in both the Driggs Comp Plan and the County Comp Plan. This is an ideal situation providing customers for downtown businesses.

Mr. Hensel asked about Eastern Idaho Public Health Department’s request for a new application. Mr. Ablondi stated they have the application and fee prepared to deliver. Mr. Hensel asked about setbacks for the lots and what regulations would apply. Ms. Rutherford stated the setback regulations are part of the PUD as approved on the existing plat.

**Public Comment:**

There was no public comment.

**Commission Deliberation:**

Mr. Baldwin and Mr. Valiante felt it was a straight forward amendment and were not concerned because it involved a reduction of density. Mr. Hensel and Mr. Johnson also expressed no objection to a density reduction.

**Motion:** Mr. Johnson moved that having found that the proposed amendments to County Phases 1 and 3A of the Huntsman Springs PUD are consistent with the City of Driggs Comprehensive Plan, Teton County development ordinances, and state statute, and that the application has been noticed appropriately per state statute 67-6509, I move to recommend approval of the amendment as presented in the application materials to the Board of County Commissioners. Mr. Baldwin seconded the motion.

**Vote:** After a roll call vote, the motion was unanimously approved.

**Motion:** Mr. Baldwin moved to adjourn the joint meeting. Mr. Valiante seconded the motion.

**Vote:** The motion was unanimously approved.

The Planning and Zoning Public Hearing was reconvened at 5:25 P.M.