

Teton County Idaho Commissioners' Meeting Agenda
Monday October 26, 2015 9:00 am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

9:00 **Meeting Called to Order** – Cindy Riegel, Commissioner *Amendments to Agenda*

9:00 EASTERN IDAHO PUBLIC HEALTH - Geri Rackow

1. Review of Annual Report

9:30 **Open Mic** (*if no speakers, go to next agenda items*)

DEPARTMENT BUSINESS

9:45 TETON COUNTY JUVENILE PROBATION – Renee Leidorf, Chief Juvenile Probation Officer

1. Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Contract

Public Works – Darryl Johnson, Public Works Director

1. Solid Waste – Saul Varela, Supervisor
 - a. Landfill Cap Update
 - b. Waste and Recycle Collection Contract
 - c. Solid Waste Fee – Public Notice
2. Road & Bridge – Clay Smith, Supervisor
 - a. Re-construction of N3000W
3. Engineering
 - a. W6000S Road Reconstruction
 - b. Local Rural Highway Investment Program (LRHIP)
4. Facilities
 - a. Courthouse Directory Signs
 - b. Eagle Sculpture
 - c. Noteworthy Performance Award Recommendation for Troy Jones

Planning & Building – Jason Boal, Planning Administrator

1. Applications
2. Long-Range Projects
3. Recreation Planner Position
4. Law Enforcement Center Art Display

Emergency Management – Greg Adams - Emergency Management Coordinator/ IT Administrator

1. IT Projects
2. CAI Contract
3. JCorp Contract

Clerk – Mary Lou Hansen

1. Quarterly Budget Review
2. New Lead Auditor
3. Resolution 2016-1026 adopting revised fee schedule for FY16
4. 2016 Health Insurance Decisions

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

1. Approve Available Minutes
2. Other Business
 - a. Beer and Wine Licenses
3. Committee Reports
4. Claims
5. Executive Session (if necessary) for Indigent per IC 74-206(1)(d)

ADJOURNMENT

Upcoming Meetings

Nov 9	9:00 am Regular BoCC Meeting	Dec 14	9:00 am Regular BoCC Meeting
Nov 19	11:00 am Sixth District CEO meeting in Rexburg	Dec 28	9:00 am Regular BoCC Meeting
Nov 23	9:00 am Regular BoCC Meeting		



TETON COUNTY JUVENILE PROBATION

230 N MAIN #108 • DRIGGS ID 83422 • P208-354-3862 • F208-354-2994

RENEE J. LEIDORF

Chief Juvenile Probation Officer

October 21, 2015

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

Dear Commissioners,

On October 15, 2015, I was notified via email that the Tri-County Probation lab would be closing. The last day they will accept samples for testing is tomorrow. The lab closure notification email is attached.

It has been recommended that we use Redwood labs which is located in California. They have state contract pricing which makes the testing much more affordable. In order to be eligible for state contract pricing, we must submit an application and enter into a facility agreement with MMCAP. This application and agreement is attached.

I have already had the County Prosecutor, Kathy Spitzer look over and approve the application along with the agreement. Therefore, I am requesting that you read the documents also and if you approve, please sign the back page.

If you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Renee Leidorf".

Renee Leidorf
Teton County Juvenile Probation

Teton JPO

From: Anita Knapp <aknapp@co.madison.id.us>
Sent: Thursday, October 15, 2015 11:50 AM
To: Kirk Mace; dburrell@co.fremont.id.us; Teton JPO; ctucker@sd215.net; Eric Olson ;
Monika Havelange; Jarred Young; Alex Hobley; Kent Dummer; mjones@co.fremont.id.us;
Ben Mattson; gmalstrom@co.fremont.id.us; Darin Havelange; Trent McIntire; Bradley
Gardner; James Hymas; Bobbie Larsen; Shay Plagmann; Ryan Brown
Subject: Lab Closure

Hello everyone.

As many of you know, but some may not, I will be leaving Tri-County Probation. My last day will be Oct. 29th. I will be moving to Boise. After much discussion and thought, the decision was made by the Madison County Commissioners to close the drug testing lab. There are many reasons for this, but it was determined that this would be the best course of action to take.

The last day that we will accept ua's to be run in the lab before it is closed down, will **October 22nd (Thursday)**. **No ua's will be accepted after that date.** I will make every effort to run all of the ua's that I receive up through that day, within reason. If I receive a much larger volume of ua's than I would normally receive from you, I can't guarantee that I can get them finished. So, with that in mind, please make an effort to bring in just the amount that you would normally collect. I want to be sure that everyone receives their results. Also, if you would like some kind of report on past histories of ua's run for your clients for your records before the lab closes, please let me know.

I have mixed emotions about my decision to leave, since I feel that I have had a good relationship with all of you, but it is what I need to do. I want to say thank you for your friendship, it has been a pleasure to work with you. I'm grateful for the relationships formed through the 14 years that I have been with Madison County, and I will miss each of you.

Sincerely,

Anita T. Knapp
Tri-County Probation

Teton JPO

From: Anita Knapp <aknapp@co.madison.id.us>
Sent: Tuesday, October 20, 2015 10:28 AM
To: Kirk Mace; Jarred Young; Monika Havelange; Alex Hobley; dburrell@co.fremont.id.us; Kent Dummer; mjones@co.fremont.id.us; Teton JPO; ctucker@sd215.net
Cc: Ryan Brown; Shay Plagmann
Subject: Redwood

Hi.

In light of the testing lab closing, I wanted to give you information on Redwood Labs, if you don't already have it. There are other ua testing labs out there, as well, but we have found that Redwood is the most cost effective. You might be interested in sending your ua's off to them, as we have found it to be fairly easy and efficient.

First, you will need to contact Redwood to set up an account with them. This is quite simple. They have contract pricing with Idaho, so the cost very affordable. Once that is done, you will then tell them what assays you want to be able to test for. They will send you all of the requisition forms, and all of your shipping supplies. The cost for the ua's include the shipping, so that makes it affordable. Their turnaround time is pretty decent, depending on the volume they receive each week, since they are a nationwide company. The results can be emailed, faxed, etc., what ever way is most convenient for you. They also mail hard copies, even if you have them emailed to you. The only drawback that I have seen with Redwood is that in order to get the state contract pricing, you have to send in at least 5 ua's at a time. Otherwise, it's about 3 to 4 more dollars apiece.

Here is the contact information that I have:

Redwood Toxicology
1-800-255-2159 (Sales Dept.)

Charity Rittis, Sales Rep. (This is our sales rep, so I think she would be yours, as well.)
1-877-444-0049
crittis@redwoodtoxicology.com

(I don't know if or how much extra it is to include nicotine in a panel. I only have the pricing for panels without nicotine.)

Hope this helps!

Anita T. Knapp

Teton JPO

From: Eskra, Kristina <keskra@redwoodtoxicology.com>
Sent: Wednesday, October 21, 2015 10:36 AM
To: Teton JPO
Subject: MMCAP Membership Info.
Attachments: UPDATED PRICING MMCAP, MN Contract No. MMS14033.pdf; MMCAP Application and Agreement for Multiple Facilities Rev 9-2013 (2).pdf

Hi Renee,

Thank you for your call today, it was a pleasure speaking with you. Here's the information pertaining to MMCAP that we discussed.

To become a member each individual facility must:

1. Complete and execute the MMCAP Application and Agreement below and submit them to your state's MMCAP Purchasing Contact
2. Comply with all laws, rules and regulations governing government purchasing of pharmaceuticals and related products, including operating within the boundaries established by Robinson-Patman (15 U.S.C. 13 (a)), Abbott Labs v. Portland Retail Druggists (425 U.S. 1(1976)) and Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs (460 U.S. 150 (1983)); and
3. Use the MMCAP-contracted distributor selected by your governing member state.

MMCAP Application and Agreement

Please note that each ship-to facility is required to fill out an application located on the website. Once you have completed the application, please send it to your state contact, which is also listed on the website. Once your state contact approves the application, they will forward it to MMCAP for approval. Once MMCAP approves the application, a welcome email will be sent out with login and password information as well as any additional declaration forms that are required from the vendor (if there are any). Included in the welcome email are directions on how to use the website and other helpful resources for MMCAP programs.

If you have any membership-specific questions, feel free to contact the MMCAP Membership Coordinator, Tricia Heintz at (651) 201-2416 or tricia.heintz@state.mn.us.

Please let me know if I can be of further assistance.

Sincerely,



Kristina Eskra
Account Executive

keskra@redwoodtoxicology.com
Phone: 800-255-2159 ext. 34414
Direct: 707-570-4414
Fax: 707-676-9239

3650 Westwind Blvd.



Minnesota Multistate Contracting Alliance for Pharmacy

651.201.2420 www.mmcap.org

**Membership Application and Membership Agreement
Instructions for Completion**

Thank you for your interest in membership with the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP).

Please complete all required sections of the application. Applications with missing information may be returned and will delay the review process. If you have any questions, contact MMCAP at 651.201.2420.

The completed application and membership agreement must be sent to your state's MMCAP State Contact for review and approval. (A list of State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts.>"). The State Contact will forward the approved documentation to MMCAP for final processing.

Please note that membership in MMCAP is limited to facilities with which the State of Minnesota may contract (Minnesota Statutes Section 471.59, subdivision 10).

These include:

- Other states
- Agencies of other states
- Counties
- Cities
- School Districts
- Entities recognized by the member state's statutes as authorized to use that state's commodity or service contracts (Minnesota Statutes Section 16C.03, subdivision 10 – found at: <https://www.revisor.mn.gov/statutes/?id=16C.03>).



**Minnesota Multistate Contracting Alliance for Pharmacy
Facility Membership Application**

Return this completed form, along with the Facility Membership Agreement, to your State Contact for authorization. (A list of State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts.") The State Contact will then forward the authorized form to the MMCAP office for processing.

Type or Print Clearly

- Indicate the **specific authority** under which this facility may purchase goods and services from MMCAP: _____
(e.g., statutory authority or board resolution to be able to contract with the State of Minnesota). **Attach a hard copy of this authorization.**
- Facility's Full Legal Name (no abbreviations): Teton County Probation
- Complete "Bill To" Street Address: 230 N main St #108
City: Driggs State: ID Zip: 83422
- Facility Website: www.tetoncountyidaho.gov

Ship to Facility Name and Full "Ship To" Address (include, city and zip code)	HIN If needed	DEA	Designated and Alternate Facility Contacts	Email, Phone and Fax
Teton county Probation 230 N main St Driggs, ID 83422				jpo@co.teton.id (208)354-3862 (208)354-2994

5. 340B (PHS) Eligible: YES NO Unsure
The 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal funding.

6. Within the past year, has your facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP? (Please check one.)

NO

YES, but my facility is switching to MMCAP. Attach a signed letter on your facility's letterhead stating that you wish to discontinue your association with your current pharmaceutical GPO and instead use MMCAP.

YES and my facility will remain with its current GPO.

➤ Current pharmaceutical GPO Name: _____

➤ Products we currently purchase: _____

7. What type of entity is your facility? (Check one)

Federal Government

Non-government Private – For Profit

Non-government Private – Non-Profit

County/Parish Government

Municipal (city, township) Government

State Government

8. Indicate which MMCAP contracts your facility intends to use? (Check all that apply)

Wholesaler (AmerisourceBergen, Cardinal Health, or Morris & Dickson) (complete boxes below)

Prescription Drugs (other than vaccines)

Vaccines (other than influenza)

Over-the-counter

Nutritionals

Contract Price Invoice Auditing

Dental Supplies Program

Drug Testing

Influenza Vaccine Program

Laboratory Supplies

Medical/Hospital Supplies Program

Returned Goods Processing Program

Student Health Oral Contraceptives Program

9. What is the primary purpose of your facility? (Please check one)

Central Purchasing/Business Office

Correctional Facility

Convalescence/Nursing Facility

Mental Health

Public Health

Public Safety/First Responders

School/College/University

Veterinary

Other _____

10. What best describes your facility? (Check all that apply)

Note: Your accuracy will determine your best pricing.

- Acute Care
- Adult Daycare
- Ambulatory Care Pharmacy
- Assisted Living
- Clinic (if checked, then check all that apply)
 - city
 - dental
 - dialysis
 - oncology infusion clinic or practice
 - outpatient
 - radiology services
 - state
 - surgical
 - WIC (women, infant, children)
- Central Purchasing/Business Office
- Community/Public Health Nursing
- Corrections
 - city Jail
 - county Jail
 - state Prison
- Dentist
- Detoxification
- Education
 - school district
 - elementary
 - secondary
 - post-secondary
- Emergency First Responders
- Emergency Medicine & Ambulance
- Emergency Preparedness
- Health Service
- Home Health
 - home health provider, non-pharmacy
 - home infusion
 - home medical equipment
- Hospice
- Hospital (if checked, then check all that apply)
 - acute care
 - city/county/state
 - dialysis
 - long-term care
 - oncology infusion clinic or practice
 - outpatient
 - radiology services
 - surgical
- Juvenile Detention
- Laboratory services
- Long Term Care
- Mail Order Pharmacy
- Mental Health (if checked, then check all that apply)
 - ICFMR (intermediate care facility for mentally retarded)
 - inpatient
 - outpatient
 - developmental disabilities
- No Care Provided
- Nursing Facility
 - convalescences
 - nursing home
 - inpatient
 - outpatient
- Nutrition Services
- Other (State and Local Gov't) healthcare related:

 - Patient Population Served
 - pediatrics
 - adult
 - geriatrics
 - Public Health
 - Public Safety
 - Rehabilitation (if checked, then check all that apply)
 - inpatient
 - outpatient
 - skilled nursing facilities
 - Research/Training
 - Senior Services
 - Skilled Nursing Facilities
 - Specialty Pharmacy/Special Care
 - Student Health
 - Surgery Center
 - University (if checked, then check all that apply)
 - teaching hospital
 - training or research (clinic research centers)
 - college student health services
 - pharmacy school
 - Urgent Care Center
 - Veterans Home – State
 - Veterinary
 - veterinary medicine
 - veterinary medicine – university dept.
 - veterinary zoological medicine

Facility Contacts: Not all facilities will have three contacts. Listing at least one main contact person is required.

11. Designated Facility MMCAP contact person: Renee Leidorf
Title: Probation Officer Phone: (208) 354-3862 Fax: (208) 354-2994
Email Address: jpo@co.teton.id.us

12. Alternate Facility MMCAP contact person: _____
Title: _____ Phone: _____ Fax: _____
Email Address: _____

13. Facility's Purchasing MMCAP contact person: _____
Title: _____ Phone: _____ Fax: _____
Email Address: _____

The information above is true and correct. **Forward signed application and agreement on to your State's Contact for final processing.** (A list of State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts.")

Signed:  Date: 10/21/15
Facility Representative

I have reviewed and approve the facility's eligibility for membership in MMCAP.

Signed: _____ Date: _____
MMCAP State Contact

Member Facility. This Agreement may be cancelled by either party upon 30 days' written notice to the other party, or immediately upon material breach by one of the parties.

2. Member Facility

The Member Facility:

- A. Certifies it has legal authority under which it may purchase goods and services from its state's contracts.
- B. Certifies it has authority to enter into this agreement with the State of Minnesota and where applicable, authorizes MMCAP to negotiate contracts on its behalf.
- C. Must comply with all laws, rules, and regulations governing government purchasing of pharmaceuticals and related products and services when utilizing MMCAP contracts and programs.
- D. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
- E. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1(1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)).
- F. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
- G. When applicable, acknowledges that the prices made available under MMCAP's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a-7b(b)(3)(A)) and regulations thereunder (42 C.F.R. §1001.952(h)).
- H. Must comply with the terms and conditions of the applicable MMCAP vendor contract data sheets; found on the MMCAP website at www.mmcap.org.
- I. The Member Facility understands that MMCAP is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services. THE MEMBER FACILITY ACKNOWLEDGES THAT MMCAP IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT OR SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP CONTRACTS.
- J. Must update MMCAP regarding changes to the member Facility's contact person.
- K. Must promptly pay MMCAP-contracted vendors for all products or services purchased. MMCAP does not assume any responsibility for the accountability of funds expended by the member Facility.
- L. May be inactivated from MMCAP membership if there is no participation for 18 consecutive months.

3. MMCAP

MMCAP will:

- A. Select products or services for cooperative contracting under the programs offered.
- B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.
- C. Make available copies of contract documents.
- D. Maintain vendor performance records.

- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member Facility.
- F. Provide information to the Member Facility regarding products and services available through the MMCAP program.
- G. Distribute to Member Facilities any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member Facilities, and to the Secretary of the United States Department of Health and Human Services upon request, the amounts received by MMCAP from vendors that were directly attributable to the Member Facility's purchases.

4. Administrative Fee Collected from MMCAP's Vendors

The MMCAP Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP. The fee of not more than three percent will be based on a percentage of sales made by the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member Facility's on-contract purchases.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6. Liability

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement will be construed as expanding the limits of liability of the Member Facility beyond the limits of the law of its state. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

7. State Audits

As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

Balance of page intentionally left blank.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party and have signed intending to be bound thereby.

Member Facility:
(Person with legal authority to bind the facility)

By: _____

Title: _____

Date: _____

State of Minnesota, through its Commissioner of Administration on behalf of MMCAP:

By: _____

Title: _____

Date: _____

Commissioner of Administration, as delegated to the Materials Management Division:

By: _____

Date: _____



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

October 22, 2015

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

The following items are for your review and discussion at the October 26, 2015 BoCC Meeting.

SOLID WASTE

Landfill Cap Update:

The last of the landfill cap material was placed on 10/16. Seeding is schedule for completion by 10/23 (weather permitting). Fencing is scheduled for completion by 10/23 (weather permitting). Lysimeter pad construction is scheduled for completion by 10/23 (weather permitting).

Waste & Recyclable Collection Contract:

RAD is on schedule to begin trash collection the week of 11/1/2015.

Solid Waste Fee – Public Notice

ROAD & BRIDGE

Road & Bridge Crews:

Crews are wrapping up re-construction of N3000W

ENGINEERING

W6000S Road Reconstruction:

Cost differences between mitigation projects with Brian Remlinger/Alder Environmental were discussed. The Heimerl project **design** is estimated to be approximately \$5,000. A very crude estimate for **construction** would be \$20,000. The Fox Creek Channel re-alignment would require additional environmental studies and corridor modeling. Estimated cost for **design** of this project is \$15,000. Cost for construction was estimated to be at least twice the cost for expanding wetlands on the Heimerl property.

Brian contacted the Army Corps of Engineers to ask about funding sources. Federal funds are not allowed to be used for mitigation projects. However, the Corps did say we could use fund contributions from a private 3rd party if they were available. Brian then reached out to the Friends of the Teton River to see if they would be interested in supporting the project. FTR supports both projects and thinks they are both great opportunities for wetland enhancements. Unfortunately, they do not have funding currently available.

I will be reaching out to the property owners of both projects to make sure they understand the lands need to be permanently protected to qualify for mitigation. This can be done in a couple of different ways. Once we know if the landowners are still willing to move forward, I will report our options back to the BoCC.

LHTAC – Local Rural Highway Investment Program (LRHIP):

The Local Rural Highway Investment Program application is due on November 25. The past two years Teton County has applied for funding for the N500W (Val View) reconstruction through a different application. That program has been re-formatted and only accepts applications every other year. Funding is not available this year through that program. The LRHIP program offers a maximum amount of \$100,000 for construction projects. I am proposing that the County apply for the maximum amount to pay for a triple coat chip seal wearing surface. If selected, funding will be available for FY2017. Should Teton County receive funding, Road & Bridge crews would reconstruct the road section and funding would pay for the chip seal wearing surface. There is no local match necessary for this program.

ACTION ITEM – Motion to approve the Local Rural Highway Investment Program Grant Application Proposal for 1.7 miles of chip seal surface treatment on N500W as outlined in the Public Works Report and discussed.

IAHD & IACERS Conference:

The Idaho Association of Highway District and Idaho Association of County Engineers & Road Supervisors conference is November 9 – 13 in Boise, ID. This conference will apply towards my continuing education requirements and also allow me the opportunity to collaborate with other public works personnel throughout the state about similar challenges and solutions. Agendas for both conferences are attached.

ACTION ITEM – Motion to approve for public works director to travel and attend the IAHD and IACERS joint conference in Boise, ID on November 9-13.

FACILITIES

Courthouse Directory Signs:

The swapping of GIS and Engineering offices has resulted in the Courthouse directory sign issues. Attached is a list of new signs that should be ordered and a quote for the signs. This cost was not included in the FY2016 budget so I am suggesting contingency funds be used to purchase the new directory signs.

ACTION ITEM – Motion to approve purchase of new office directory signs using \$1,435.35 from the 01-00-526 Contingency Account.

Eagle Sculpture:

Continue to work out the details for installation of the Eagle Sculpture

Noteworthy Performance Award Recommendation for Troy Jones:

See attached memorandum.

ACTION ITEM – Motion to approve a Noteworthy Performance Award to Troy Jones in the amount of \$500.

Grant Application Proposal

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

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Darryl Johnson Intended Project Manager: Darryl Johnson

Grant Title: 2015 LHTAC Local Rural Highway Investment Program

Granting Agency: Local Highway Technical Assistance Council (LHTAC)

Date of Award Decision: Unknown

Grant Timeline: Fiscal Year 2017

Dollar Amount of Grant Request: \$100,000

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

There is no local match requirement attached to this program

Other contingencies of grant: None.

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

Brief written overview of grant: Grant is for triple coat of chip seal for 1.5 miles on N500W from W8450N to 1000N. Teton County will reconstruct the road section, grant funds go towards chip seal of finished work.

Benefit of grant to citizens Teton County: Improve safety and driving conditions along N500W corridor for motorized and non motorized users.

Signed: _____
(Contact Person Listed Above)

Date: _____

Signed: _____
(Responsible Elected Official or Department Head)

Date: _____

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

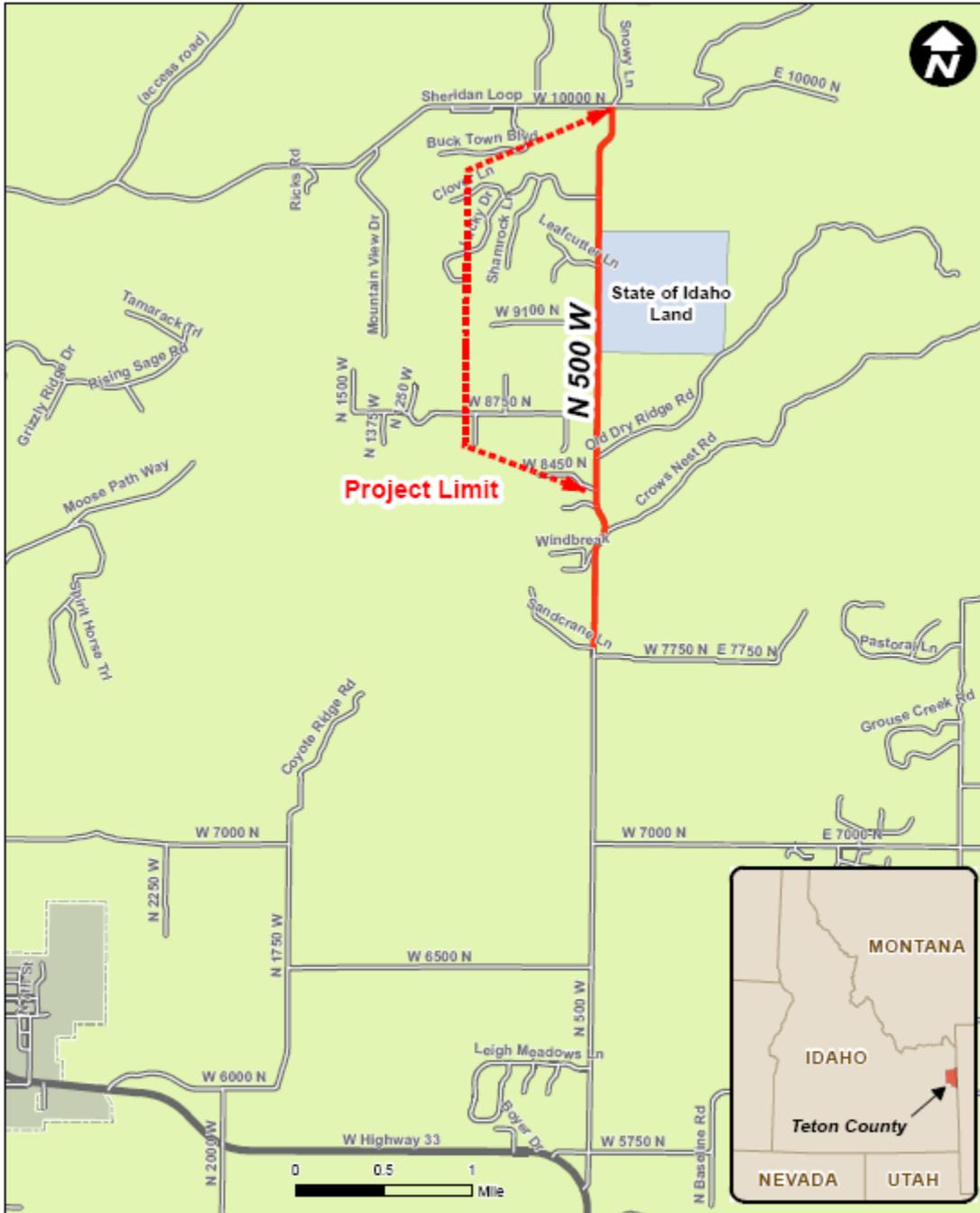
Signed: _____
(Commissioner)

Date: _____



Surface Transportation Program – Local Rural Program 2015/2016 Application

Vicinity Map



**N 500 W
Vicinity Map**



TENTATIVE-
Times & topics
could change.

2015 IACERS Conference Agenda

November 9th, 2015 Monday

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

November 10, 2015 Tuesday

7:00-8:00 A.M. Registration/Breakfast
8:00-9:00 A.M. Opening Ceremonies
Color Guard & Posting of Colors
Pledge of Allegiance
Invocation
District Reports
NACE update
9:00-10:30 A.M. Affordable Care Act – Legislative update
(Dan Blocksom & Caitlin Rusche)
10:30-11:00A.M. Break
11:00-12:00Noon MS4 Permitting Compliance
(Ruen Yeager)
Noon-1:00P.M. Lunch
1:00 P.M.- 2:00P.M. Maintaining Equipment costs
(Brett Grayson)
2:00 P.M.-2:30 P.M. Break
2:30 P.M.-3:00P.M. Road Stabilization
(Ash Grove Cement Co.)
3:00 P.M.- 3:30 P.M. Break
3:30 P.M.-4:30P.M. Utility Right of Ways
(Ron Law & Linda Phillips)

November 11, 2015 Wednesday

7:00A.M.-8:00A.M. Breakfast
8:00A.M.-9:00A.M. T2 Center and Changes to the Road & Street Report
(Laila Kral and Susan Lasuen)
9:00A.M.-9:30A.M. LHTAC Fuel Tax
(Jeff Miles)
9:30A.M.-10:00A.M. Break
10:00A.M.-11:00A.M. LHTAC Funding
(Laila Kral)
11:00 A.M. – Noon Integrated Personnel
(Clyde Montgomery)
Noon-1:00P.M. Lunch
1:00P.M.-2:00P.M. Breakouts
A. Gravel Roads (Roadwise)
B. Chip Seals
2:00 P.M.- 2:30 P.M. Break
2:30 P.M.- 3:30 P.M. Environmental Issues during Construction
(Karrisa Hardy)
3:30P.M.- 4:30 P.M. The Bull
4:30 P.M.- 5:00 P.M. Business Meeting



at the Boise Centre in the Eyries main ballroom

WEDNESDAY, November 11, 2015

9:00 a.m. - 5:00 p.m. **87th Annual IAHD Convention Registration** **TENTATIVE - topics & times could change.**

CLERK PROGRAM

- 9:30 a.m.** **WELCOME and Introductions**
- 9:40** **ICRMP: a Key Resource** *Mary Kummer
ICRMP Risk Management*
- 10:00** **LSO Website Update** *April Renfro
LSO Division Manager, Audits*
- 10:30** **BREAK**
- 10:45** **Changes to Road & Street Report - Reporting HB312 Money** *Susan Lasuen
LHTAC*
- 11:30** **T2 Class Management System** *Lorie Cover
Training Coordinator*
- 11:45** **LUNCH: Peer Question and Answer Session** Facilitated by *Laura Lantz, IAHD*
- 12:45 p.m.** **Auditor - Talk with an expert, plus Q & A** *Jordan Zwygart, CPA
Millington Zwygart CPA's*
- 1:45** **Transfer to Cities Guidelines** *Assoc of Idaho Cities*
- 2:00** **Managing Crisis Situations**
- 2:15** **BREAK**
- 2:30** **Clerk Discussion - Overview of common legal issues, plus a question & answer session.** *Dave Wynkoop
IAHD Legal Counsel*
- 3:30** **Meeting Concludes**

6:00 **IAHD CONVENTION KICKOFF BANQUET**
Members, Vendors and Guests all gather to kick off the IAHD Convention in the Eyries main ballroom at the Boise Centre.



THURSDAY, November 12, 2015

6:30-8:00 a.m. BREAKFAST and REGISTRATION

TENTATIVE - topics & times could change.

General Session is in the Summit Room

8:15 Welcome to the 87th Annual IAHD Convention

David Lincoln, IAHD President,
Golden Gate HD Commissioner

Veterans Salute, Idaho Song & Pledge

8:30 HB312aaS - A look at where we are going.

Lt. Governor Brad Little
Senator Bert Brackett

9:00 Economic Development and Transportation
Glanbia Foods - positive results from working together

Steven Yearsley, Forsgren Associates
Carleen Herring, Region IV Development

10:00 BREAK

10:30 Title 74: Open Meeting and Open Records

Betsy Russell & AG's Office
Idahoans for Openness in Government (IDOG) President

11:00 Ethics for Elected Officials and Highway District Offices

Dr. Stephanie Witt, Boise State University
Professor of Public Policy and Administration

11:30 Bidding - Purchasing with Confidence

Stephen Freiburger, Paragon Consulting

NOON LUNCH

1:15 - 2:30 SESSION 1 Workshops

Commissioner 101

Dave Wynkoop, Sherer & Wynkoop Law

Road Directors 101

Casey Bequeath, Nampa HD

ICRMP - How to Keep Your Agency Out of Trouble

Jim McNall and Mary Kummer
ICRMP Risk Management

Professional Services Contracts for Federal Aid Projects
Road Petitions and Right-of-Way

Larry Rincover, Negotiation Services
Jerry Flatz, LHTAC
Eric Shannon, Nampa HD

2:30 BREAK

3:00 - 4:15 SESSION 2 Workshops

Legal Issues: Bring your questions.

Dave Wynkoop, Sherer & Wynkoop Law

Title 74: Open Meeting / Open Records

Idahoans for Openness in Government

Road Safety Audits - How to qualify & use them for your HD

Ryan Luttmann, J-U-B ENGINEERS
Laila Kral, T2 Manager and Safety Engineer

Full Depth Reclamation - a cost-effective way to
repair roads too damaged to overlay

Portland Cement Company

7:00 p.m. HOSPITALITY SUITES are located on the 4th floor of the Grove Hotel. See program for a map.



FRIDAY, November 13, 2015

6:30-8:00 a.m BREAKFAST **TENTATIVE - topics & times could change.**

- 8:15** **Idaho Bureau of Homeland Security** - what is their role? *Brigadier General Brad Richy*
Director of ID Bureau of Homeland Security
- 8:30** **Emergency Response** - Local level processes for natural disasters, security and medical. **Idaho Emergency Response Association**
- 9:30** **IAHD 87th Annual Business Meeting** *David Lincoln, IAHD President*

10:00 **BREAK**

- 10:30** **LHTAC Innovation Awards Presentation** *Jeff Miles, LHTAC*
- 10:40** **LHTAC and T2 Center Update** *Jeff Miles, Administrator*
Laila Kral, T2 Manager and Safety Engineer
- 11:00** **Creation and Vacation of Roads -**
New court decisions and how they affect HDs. *Dave Wynkoop, Sherer & Wynkoop Law*
- 11:30** **129k Trucks** - an update on Idaho's heavy truck system. **Idaho Association of Trucking**

12:15 **LUNCH**

- 1:30** **Off-site tours of local transportation points of interest** **To Be Announced**

IAHD Banquet

6:00 p.m. The IAHD Friday night banquet is hosted in the Grove Hotel Ballroom, not at the Boise Centre. Each district brings three gifts to exchange.

87th annual
IAHD
Spouse PROGRAM

CONVENTION

Taking It To The Streets

SPOUSE PROGRAM: THURSDAY, November 12, 2015

6:30-8:00 a.m. **BREAKFAST**

TENTATIVE - topics & times could change.

10:00 a.m. **Welcome and load busses for a Day at the Village of Meridian**

10:30 **Open Shopping - OR -**

Paperie + Pen
CRAFT DEMONSTRATION



NOON **Lunch at the Village**

10:30 **Open Shopping - OR -**

Sur La Table
DEMONSTRATION (1 hour)
"Delicious Pasta from Scratch."



4:00 **Return to the Grove**

SPOUSE PROGRAM: FRIDAY, November 13, 2015

6:30-8:00 a.m. **BREAKFAST**

10:00 a.m. **Welcome and walk to Lit & Company Candles**
You'll get to make your own awesome all-natural soy candle and home fragrance. With 80+ scents to choose from.



NOON **Lunch Downtown Boise**

1:00 **Optional tours:**
Boise Art Museum
The Idaho Historical Museum

IAHD Banquet

6:00 p.m. **The IAHD Friday night banquet is a members only celebration. It is hosted in the Grove Hotel Ballroom. Each district brings three gifts to exchange.**



Estimate #68901

10/19/2015

Prepared For:

Teton County
Dawn Felchle
150 Courthouse Drive
Suite 109
Driggs, ID 83422

Phone: 208-354-8775

Fax: 208-354-8776

Alt. Phone:

E-Mail: dfelchle@co.teton.id.us

Prepared By:

Andrew Petersen
Sign Pro
1792 S. Yellowstone Hwy
Idaho Falls, ID 83402

Phone: 208-523-8540

Fax: 208-523-8948

Alt. Phone: 800-939-8540

E-Mail: sales@gosignpro.com

Description:

Interior room and directional plaques

Estimated time for production: 3 working days

Quantity	Description	Each	Total	Taxable
2	7" x 7" Room signs: 1) Planning and building 1) Public works	114.00	\$228.00	
1	7" x 7" Room sign w/ name slider: 1) GIS - Rob Marin	175.35	\$175.35	
2	18" x 16" Directory signs:	516.00	\$1,032.00	
		Subtotal	\$1,435.35	
		Total	\$1,435.35	

Terms:

This estimate is valid for a period not to exceed 30 days. A 50% down payment is required prior to the start of production for orders over \$200, with the remaining balance due upon completion and prior to delivery or installation. Payment in full is required prior to the start of production for all orders under \$200. A purchase order is required for any billable accounts to include government agencies.

SALES AGREEMENT

The signage sales agreement is made and entered into between the BUYER noted above and the SELLER. BUYER agrees to buy and SELLER agrees to sell the signage described above based on the terms and conditions set from the herein.

Terms and Conditions of Sale:

(A) This agreement when executed by both parties, does not allow any cancellations or changes unless approved in writing by SELLER. This agreement contains all the terms and conditions agreed by all parties and no other agreement, oral or written, shall exist or bind any of the parties other than as is contained in the agreement. Any amendment to this agreement must be in writing signed by both parties hereto.

(B) SELLER is not responsible and shall be held harmless by the buyer for delays in shipment resulting in delays from suppliers, transportation services, labor disputes or any other circumstances beyond SELLER'S control including delays in obtaining installation permits. SELLER'S manufacture, delivery and installation dates are estimated on prevailing conditions and are subject to change.

(C) BUYER agrees that the SELLER shall retain its money lien and title to all goods and services covered by this agreement until the agreed purchase price as stated herein, including taxes and fees, is paid in full. BUYER agrees that the SELLER should have the right to take immediate possession of all goods covered by this agreement in the event that the BUYER does not make payment as listed in this agreement.

(D) SELLER and BUYER agrees that the laws of the state of Idaho shall govern the validity and construction and enforceability of this agreement and that this agreement was entered into and executed in Bonneville County, state of Idaho.

(E) The parties agree that jurisdiction over the parties, the subject matter, and the agreement, shall be in Bonneville County, state of Idaho. Any litigation, arbitration, or other legal proceeding necessitated or arising out of this agreement whether to



Estimate #68901

10/19/2015

insure its performance of for breach thereof by either party, is agreed to occur in Bonneville County, state of Idaho. All parties named herein agree to hereby waive any and all objections to venue and personal jurisdiction in the circuit court located in Bonneville County, state of Idaho.

(F) In the event the BUYER defaults and this agreement is placed with an attorney for enforcement, BUYER shall pay seller's reasonable collection and/or repossession costs plus SELLER'S reasonable and actual attorney fees.

Warranties:

(A) SELLER warrants its product against defective workmanship and materials for (1) year from the date of manufacture. Labor for the replacement of transformers, ballasts and electrical components is NOT included in the warranty. If installation services are performed by the SELLER, the product warranty would include labor for period of (90) days from the date of shipment.

(B) Should a defect occur, BUYER must notify SELLER in writing within (10) days of the failure. SELLER will then have a reasonable period to investigate and take corrective action. Failure to notify SELLER shall void these warranties.³

(C) All components manufacturers' warranties are passed along to the BUYER. These warranties do not apply to fluorescent lamps, neon tubing and incandescent bulbs or due to damage resulting from acts of god, accidents, freight damage, misused or unauthorized service.

(D) Except as stated in this section, there are no express warranties provided by SELLER. Further, SELLER makes no implied warranty about the product, including without limitation, warranties of merchantability, suitability, or fitness for a particular purpose.

(E) If BUYER brings any action at law or equity pursuant to this agreement, no cause of action by BUYER shall include a claim, or may recovery be had against SELLER, for any punitive, incidental or consequential damage, including but not limited to, damages to property, for loss of use, loss of time, and/or loss of profits or income.

Installation Conditions:

Due to possible unknown conditions that may arise at the location covered by this agreement, it is necessary to establish the following standard conditions on which this agreement is based. Any deviations not listed on the front of this agreement will be considered non-standard and can result in extra costs.

(A) Standard soil conditions are defined as compacted soil having a soil bearing pressure at least 3000 psf.

(B) Standard wind-loading for all signs is to be 30 psf.

(C) Structures and foundations will be engineered at BUYER'S expense subject to prevailing conditions at site.

(D) When the new signs are installed on existing supports, poles, uprights, or frameworks, SELLER does not warrant the condition of the supports, poles, uprights, or frameworks or foundation and assumes no responsibility for their structural integrity or worthiness.

(E) Frozen ground and subterranean water, rocks or other obstacles encountered during installation are considered non-standard.

(F) Hidden obstacles encountered in or behind walls that affect the installation of wall letters and/or wall signs are non-standard.

(G) Electrical service is not included with the agreement and is to be provided by the BUYER unless otherwise specified.

(H) Any repairs, both electrical and structural, to existing signs are excluded unless specifically listed on the front of this agreement

(I) It is the BUYER'S responsibility to locate and place all signs and SELLER shall not be responsible.

(J) It is the responsibility of the BUYER to have the installation site accessible for all necessary equipment for installation of signs at the agreed time. Failure to have the site accessible can result in delays in the installation and additional charges can be incurred.

(K) Electronic signs require a separate conduit for data cables. This may incur additional charges.

Security Agreement / Consent to Mechanic's Lien:

BUYER hereby grants SELLER a purchase money security interest in the goods or fixtures provided pursuant to the terms of this agreement. BUYER consents to SELLER'S' repossession of the signage without notice upon the BUYER'S default in payment of the purchase price. BUYER further agrees to execute such financing statements as may be reasonably necessary to perfect SELLER'S security interest granted herein. BUYER hereby consents, to the extent necessary under applicable state law, to the placement of mechanic's lien required under applicable law.



Estimate #68901

10/19/2015

Payment Terms:

(A) The amount required to place order noted on the front of this agreement is due and payable to SELLER with the executed agreement. BUYER's order will be entered into production upon receipt of the amount required to place order noted above. Ship dates will be given to BUYER upon receipt of payment and all information required by SELLER to produce product. Failure to provide Sign Works Inc., dba Sign Pro, with payment will delay your shipment. The remaining balance due shall be paid before the product will be shipped. No changes in payment schedule will be accepted after this agreement has been executed unless agreed in writing by SELLER.

(B) Should BUYER be unable to accept delivery of the items covered by this agreement within (10) days of notification by the SELLER that the items are available for shipment, payment for entire balance will be immediately due and payable to SELLER by BUYER.

(C) Terms of payment of all invoices are net upon receipt. Invoices not paid within 30 days will be subject to a late fee of 1½% per month.

(D) A credit application may be required. If enclosed, return with this executed agreement and the amount required to place order.

(E) Applicable sales and/or use taxes are to be paid by the BUYER even if omitted from cost calculations on the front of this agreement.

(F) Permits (and the cost to procure) are not included on the prices on the front of this agreement. These costs are the responsibility of the BUYER and will be added to your final invoice. The cost to procure permits can include engineering fees/seals, special drawings and staff time charges necessary to procure the permits.

(G) SELLER does not represent that the products listed on the front of this agreement will be permitted by the municipalities in which they are being installed. Products and services are subject to change until permits are issued by the municipalities involved. If changes are necessary because of the permits, an addendum will be issued to this agreement.

Seller:

Buyer:

By:

BY:

Title:

Title:

Date:

Date:

GUARANTY: ("Guarantor"), in consideration of SELLER's extension of credit to BUYER, hereby unconditionally and absolutely guarantees the payment of all sums due or hereafter coming due, SELLER, under the terms of this signage sales agreement, including any interest or late payments. Guarantor hereby waives diligence, demand for payment, indulgences, forbearances, extensions of time of payment under the signage sales agreement, and any and all changes in the terms and conditions of this signage sales agreement, it being the intention that the guarantor shall remain liable unless and until all sums due or to become due hereunder have been fully repaid to SELLER.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by

Date

Amt. Paid Today





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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

October 19, 2015

TO: Board of County Commissioners
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS
SUBJECT: Troy Jones Noteworthy Performance Award Recommendation

The purpose of this memorandum is to recommend a \$500 Noteworthy Performance Award be given to Troy Jones for the additional effort he provided during the Executive Assistant transition.

Ms. Felchle, Teton County Executive Assistant, resigned from Teton County in mid August. Dawn's responsibilities included serving as the county facilities manager. She coordinated annual maintenance, assisted in the ordering of facility maintenance supplies and helped address problems that arose related to facilities management.

The Executive Assistant position was re-structured for FY 2016 so that facilities management is now under the Public Works Department. Responsibilities that Ms. Felchle once had are now addressed by the newly created Facilities Manager/Engineering Technician position. The Executive Assistant position became vacant on 8/14/2015 and the Facilities Manager position was not filled until 9/28/2015. During that time, Troy filled in and was involved with all maintenance activities that were necessary in addition to his day to day responsibilities.

I would like to recognize Troy's extra effort by respectfully recommending he receive a \$500 Noteworthy Performance Award for his assistance in the absence of Executive Assistance and Facility Manager personnel.



FROM: Planning Staff, Jason Boal
TO: Board of County Commissioners
RE: Planning & Building Department Update
MEETING: October 26, 2015

Applications:

- Valley Vista Estates (Lallatin) –Insignificant Plat Amendment

Long-Range Projects:

- Land Use Code Revision Process-
 - Updated Work Plan

Recreation Planner Position:

- Attached is the PDQ form, and BDPA's response to be reviewed.

Law Enforcement Center Art Display:

- MOU from the Teton Arts Council



A REQUEST FOR AN INSIGNIFICANT PLAT AMENDMENT BY:

Robert Lallatin

WHERE: Valley Vista Estates

October 26, 2015

Background-

Valley Vista Estates Subdivision (148903) was recorded in in 2002. Mr. Lallatin purchased Lot 107 (the southern lot) in 2004 and constructed a home on the lot. He then purchased Lot 104, (the lot to the north) and fenced it in as the backyard. He is now interested in selling the property, but the purchaser's lender will not lend on the property if it is two lots. The purpose of this application is to combine the two (107 & 104) lots into one lot (104A).

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

- iv. lot consolidations of two or more platted lots into fewer lots,

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

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

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

- i. Any proposed changes to an easement, public right-of way, or Planned Unit Development, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.
- ii. Insignificant changes to a recorded plat or master plan shall not reduce the area of designated open space or increase the number of lots or the overall amount of area of development.
- iii. Insignificant changes to a recorded plat, master plan, easement, or right –of-way shall not increase or create new and potentially substantial direct or indirect impacts on the neighborhood, vicinity of the subdivision or overall community.

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

Findings of Fact:

- Robert Lallatin-submitted an application to amend the Valley Vista Plat Plat (148903).
- The original Plat identified Lots 104 and 107 as separate lots
- This application is to combine lots 104 & 107 into Lot 104B
- Insignificant plat amendments are used to consolidate lots.
- **§9-7-1 (B-3a) Criteria for Approval:**
 - i. Any proposed changes to an easement, public right-of way, or Planned Unit Development, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.
 - **The previous approval allowed for 112 residential lots on 38.5 acres. The amendment would decrease the density to 111 Residential lots on 38.5 acres.**
 - ii. Insignificant changes to a recorded plat or master plan shall not reduce the area of designated open space or increase the number of lots or the overall amount of area of development.
 - **No reduction of open space & will not increase the number of lots**
 - iii. Insignificant changes to a recorded plat, master plan, easement, or right-of-way shall not increase or create new and potentially substantial direct or indirect impacts on the neighborhood, vicinity of the subdivision or overall community.
 - **This proposal will not create any additional impacts to the neighborhood or public services. It will decrease the number of connections into the Driggs/Victor sewer system.**

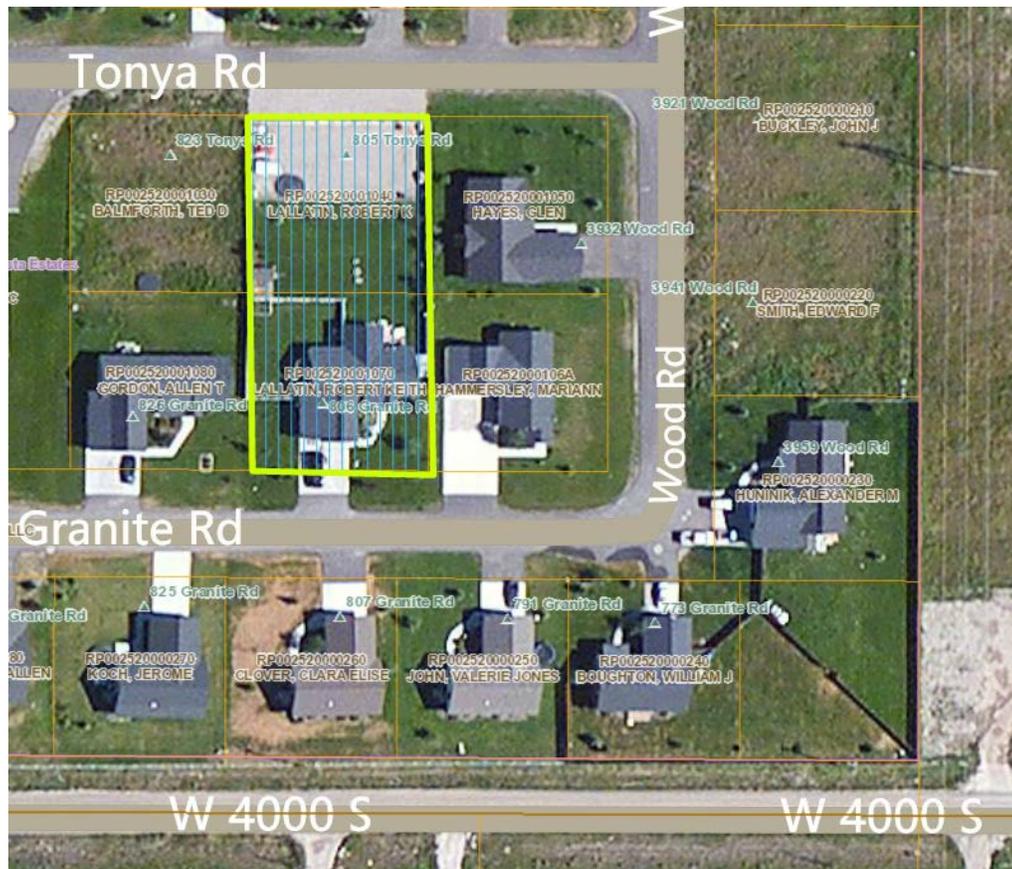


Exhibit A:



RECEIVED
BY: K. Rader
DATE: 10-13-2015

Valley Vista

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

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

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

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Robert Keith Lallatin

Applicant: Same E-mail: rlallatin@hotmail.com

Phone: (307) 413-1950 Mailing Address: 236E 2005 S

City: St George State: UT Zip Code: 84790

Engineering Firm: AW Engineering Contact Person: Sharon Phone: (208) 313-6880 781-2952

Address: Box 139 E-mail: aweng@ida.net

Victor J Delun 83455

Location and Zoning District: RP002520001040

Address: 806 Granite Road Parcel Number: RP002520001070

Section: 14 Township: 4N Range: 45E, BM Total Acreage: .46

Proposed Units/ Lots: 1 Current Units/Lots: 2

Code Approved Under: _____

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

Fees are non-refundable.

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

• Applicant Signature: *[Signature]* Date: 9-24-2015

I, the undersigned, am the owner of the referenced property and do hereby give my permission to *AW Engstrom* 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: *[Signature]* Date: 9-24-2015

SECTION II: ADMINISTRATOR DETERMINATION

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

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

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

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

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

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



RECEIVED
BY: K. Ruder
DATE: 10-13-2015

Valley Vista

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

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

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

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Robert Keith Lalatin

Applicant: Same E-mail: rlalatin@hotmail.com

Phone: (307) 413-1950 Mailing Address: 236 E 2005 S

City: St George State: UT Zip Code: 84790

Engineering Firm: AW Engineering Contact Person: Sharon Phone: (208) 313-6880 ⁷⁸¹⁻²⁹⁵²

Address: Box 139 E-mail: aweng@ida.net

Victor J Delor 83455

Location and Zoning District: RP002520001040

Address: 806 Granite Road Parcel Number: RP002520001070

Section: 14 Township: 4N Range: 45E, BM Total Acreage: .46

Proposed Units/Lots: 1 Current Units/Lots: 2

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX



BIG O TIRES OF JACKSON
P.O. BOX 7373
JACKSON, WY 83002
(307) 733-8325

BANK OF JACKSON HOLE
P.O. BOX 7000
JACKSON, WY 83002
99-409
1023

018241

9/28/2015

AY TO THE ORDER OF Teton County Planning & Zoning

\$ **395.00

Three Hundred Ninety-Five and 00/100*****

DOLLARS

Teton County Planning & Zoning

Matthew Lalatin
BIG O TIRES OF JACKSON
AUTHORIZED SIGNATURE



168752

RECEIVED

JUN 20 2005

TETON CO., ID
CLERK RECORDER

QUITCLAIM DEED

GRANTOR,, Stephonie Ann Lallatin, of 2105 Belmont Street, Idaho Falls, County of Bonneville, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto Robert Keith Lallatin, whose current address is 117 Granite Street, Victor, County of Teton, State of Idaho, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate, situated in Teton County, State of Idaho, to-wit:

Lot No. 107 In Valley Vista Estates, Section 14 T 4N, R 45

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 8 day of June, 2005.

Stephonie Ann Lallatin
Stephonie Ann Lallatin

STATE OF IDAHO)
) ss.
County of Bonneville,)

On this 8 day of June, 2005, before me the undersigned, a Notary Public in and for said State, personally appeared STEPHONIE ANN LALLATIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Carren S. Dreesen
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 3-1-06

GLN/cd
5469-1\007 quitclaim deed

Instrument # 168752
DRIGGS, TETON, IDAHO
2005-06-20 08:59:39 No. of Pages: 1
Recorded for : ROBERT LALLATIN
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy *N. Boyle*
Index to: DEED, QUIT-CLAIM

168752

171950

WARRANTY DEED

RECEIVED

Order No.:3050514095TD

FOR VALUE RECEIVED

Teton Valley Development Co., LLC.

OCT 16 2005

TETON CO. ID
CLERK OF RECORD

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Robert K. Lallatin, an unmarried person

whose current address is

P.O. Box 8790 Jackson, WY 83002

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

Lot 104 of Valley Vista Estates, Teton County, Idaho, as per the recorded plat thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 10/17/2005

171950

Teton Valley Development Co., LLC

Scott M. Shepherd
By: Scott M. Shepherd, Manager



State of WYOMING

County of TETON

On this 17 day of OCT 2005, before me, a Notary Public in and for said state, personally appeared Scott M. Shepherd known or identified to me to be the Managing Member in the Limited Liability Company known as Teton Valley Development Co., LLC who executed the foregoing instrument, and acknowledged to me that He executed the same in said LLC name.

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

Jill B. Sheppard
Notary Public for the State of
Residing at: Teton County
Commission Expires: 6-21-09

Instrument # 171950

DRIGGS, TETON, IDAHO
2005-10-19 02:15:41 No. of Pages: 1
Recorded for : ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

171950

ACCOMPANYING NARRATIVE

APPLICATION: **Boundary adjustment located in:**

 The Southwest quarter Southwest quarter of
 Section 14, Township 4 North, Range 45 E., B.M.

APPLICANTS: **Robert Lallatin**

The house and lots are being sold. The prospective buyer's lender is requiring the two lots to be one parcel of land.

RECEIVED
BY: K. Rader
DATE: 10-13-2015

WARRANTY DEED

Warranty deed made this _____ day of _____, 2015 between Robert K. Lallatin, referred to as Grantor, and Robert K. Lallatin, referred to as Grantee.

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

PART OF THE SOUTHWEST 1/4 SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 4N., RANGE 45E. B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 104 OF THE VALLEY VISTA ESTATES SUBDIVISION, FILED 6/27/2002-INSTRUMENT #148903 IN THE RECORDS OF THE CLERK OF TETON COUNTY, IDAHO AND RUNNING:
THENCE EAST, 100.00 FEET TO A POINT;
THENCE S 00°09'27"E, 198.00 FEET TO A POINT;
THENCE WEST, 100.00 FEET TO A POINT;
THENCE N 00°09'27"W, 198.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.46 ACRES.

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

6 October 2015

AW Engineering
PO Box 139
Victor, Idaho 83455

RE: Valley Vista Estates Amended Plat (RP002520001040; RP002520001070)

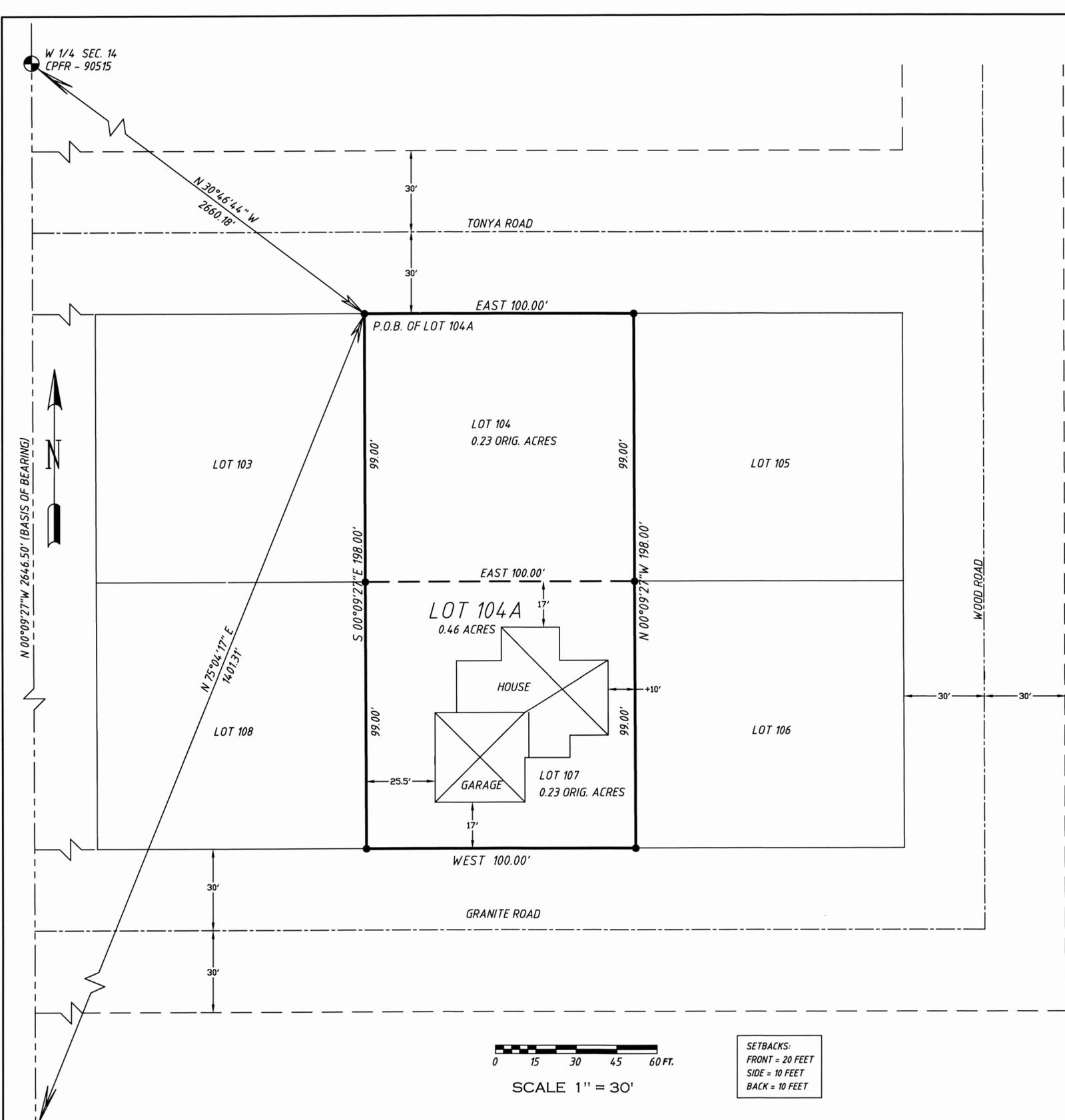
Eastern Idaho Public Health approves the amended plat, dated 12 September 2015, for the Valley Vista Estates Subdivision. Please let me know if you have any additional questions.

Sincerely,



Michael Dronen, EHS
Eastern Idaho Public Health

Cc. Teton County Planning and Zoning



W 1/4 SEC. 14
CPFR - 90515

N 30°45'44" W
2660.18'

TONYA ROAD

EAST 100.00'

P.O.B. OF LOT 104A

LOT 103

LOT 104
0.23 ORIG. ACRES

LOT 105

LOT 106

LOT 107
0.23 ORIG. ACRES

LOT 108

HOUSE

GARAGE

WEST 100.00'

GRANITE ROAD

WOOD ROAD

N 00°09'27" W 2646.50' (BASIS OF BEARING)

N 75°04'17" E
1401.31'

S 00°09'27" E 198.00'

N 00°09'27" W 198.00'

30'

30'

25.5'

17'

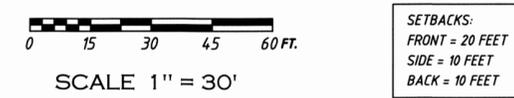
17'

10'

30'

30'

SW 1/4 SEC. 14
CPFR - 90519



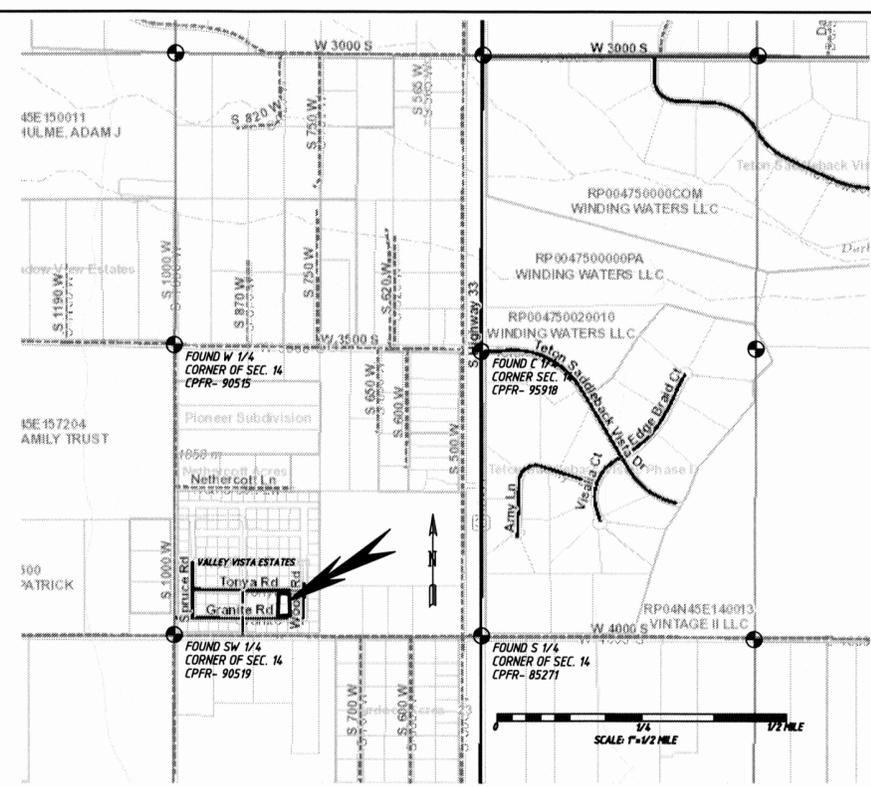
SETBACKS:
FRONT = 20 FEET
SIDE = 10 FEET
BACK = 10 FEET

SURVEYOR'S CERTIFICATE
I, ARNOLD WOOLSTENHOLME, BEING A REGISTERED LAND SURVEYOR/ENGINEER IN THE STATE OF IDAHO, NO. 2860, DO HEREBY CERTIFY THAT AN AMENDMENT OF LOTS 104 AND 107 OF VALLEY VISTA ESTATES SUBDIVISION WAS MADE TO COMBINE SAID LOTS INTO LOT 104A.

ARNOLD WOOLSTENHOLME SURVEYOR
____ 2015

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

TETON COUNTY PLAT REVIEW SURVEYOR
____ 2015



SW 1/4 SEC. 14, TWP. 4 N., RNG. 45 E., B.M. TETON COUNTY IDAHO VICINITY MAP

PROPERTY DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF LOT 104 OF THE VALLEY VISTA ESTATES SUBDIVISION, FILED 6/27/2002-INST. #148903 IN THE RECORDS OF THE CLERK OF TETON COUNTY, IDAHO AND RUNNING EAST, 100.00 FEET TO A POINT; THENCE S 00°09'27"E, 198.00 FEET TO A POINT; THENCE West, 100.00 FEET TO A POINT; THENCE N 00°09'27"W, 198.00 FEET THE POINT OF BEGINNING. ENCOMPASSES 0.46 ACRES.

OWNER'S CERTIFICATE

I, THE UNDERSIGNED OWNER OF THE PROPERTY AS HEREDON SHOWN AND DESCRIBED, HEREBY CERTIFY THAT THE FOREGOING AMENDED VALLEY VISTA ESTATES SUBDIVISION PLAT, SPECIFICALLY THE COMBINING OF LOTS 104 AND 107, IS WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES.

ROBERT KEITH LALLATIN (AKA ROBERT K. LALLATIN) _____ 2015

STATE OF _____)
COUNTY OF _____)

ON THIS DAY ____ OF _____, 2015, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE SHOWN ABOVE, PERSONALLY APPEARED ROBERT KEITH LALLATIN (AKA ROBERT K. LALLATIN), IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

TREASURER'S CERTIFICATE

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

Lot 104-RP002520001040 Lot 107-RP002520001070
TETON COUNTY TREASURER _____ 2015

EAST IDAHO HEALTH DEPARTMENT STATEMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SEC. 50-1321 IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS _____ 2015

TETON COUNTY FIRE MARSHAL

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

TETON COUNTY FIRE MARSHAL _____ 2015

PLANNING AND ZONING APPROVAL

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

ADMINISTRATOR, PLANNING AND ZONING _____ 2015

TETON COUNTY COMMISSIONERS

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

CHAIRMAN TETON COUNTY COMMISSIONERS _____ 2015

ASSESSOR'S CERTIFICATE

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

TETON COUNTY ASSESSOR _____ 2015

RECORDER'S CERTIFICATE

Received on: 10-13-2015 by: KMR
Draft # 1 Supersedes previous (Y) N
Submitted to (BoCC) or PZC Hearing
Hearing Date: 10-27-2015

**AMENDED SUBDIVISION PLAT
VALLEY VISTA ESTATES SUBDIVISION
LOTS 104 AND 107**

A PORTION OF THE SW 1/4 SW 1/4 OF SECTION 14, TWP. 4 N., RNG. 45 E., B.M., TETON COUNTY, IDAHO

CLIENT: ROBERT LALLATIN
806 GRANITE ROAD
VICTOR, ID 83455



DRAFTER: RRN
DRAFTED: SEPT. 2015

SURVEY DATE: SEPT. 12, 2015

Proj # 2015-155 AMEND PLAT

LEGEND

- SECTION CORNER FOUND OR SET AS NOTED
- FOUND 5/8" IRON PIN WITH CAP INSCRIBED: AW ENG 2860
- SECTIONAL BREAKDOWN LINE
- ORIGINAL LOT LINE 104/107
- PROPERTY BOUNDARY ADJACENT PROPERTY
- PROPERTY BOUNDARY THIS SURVEY
- 30 FOOT - ROAD AND UTILITY EASEMENT
- ⊗ EXISTING STRUCTURE

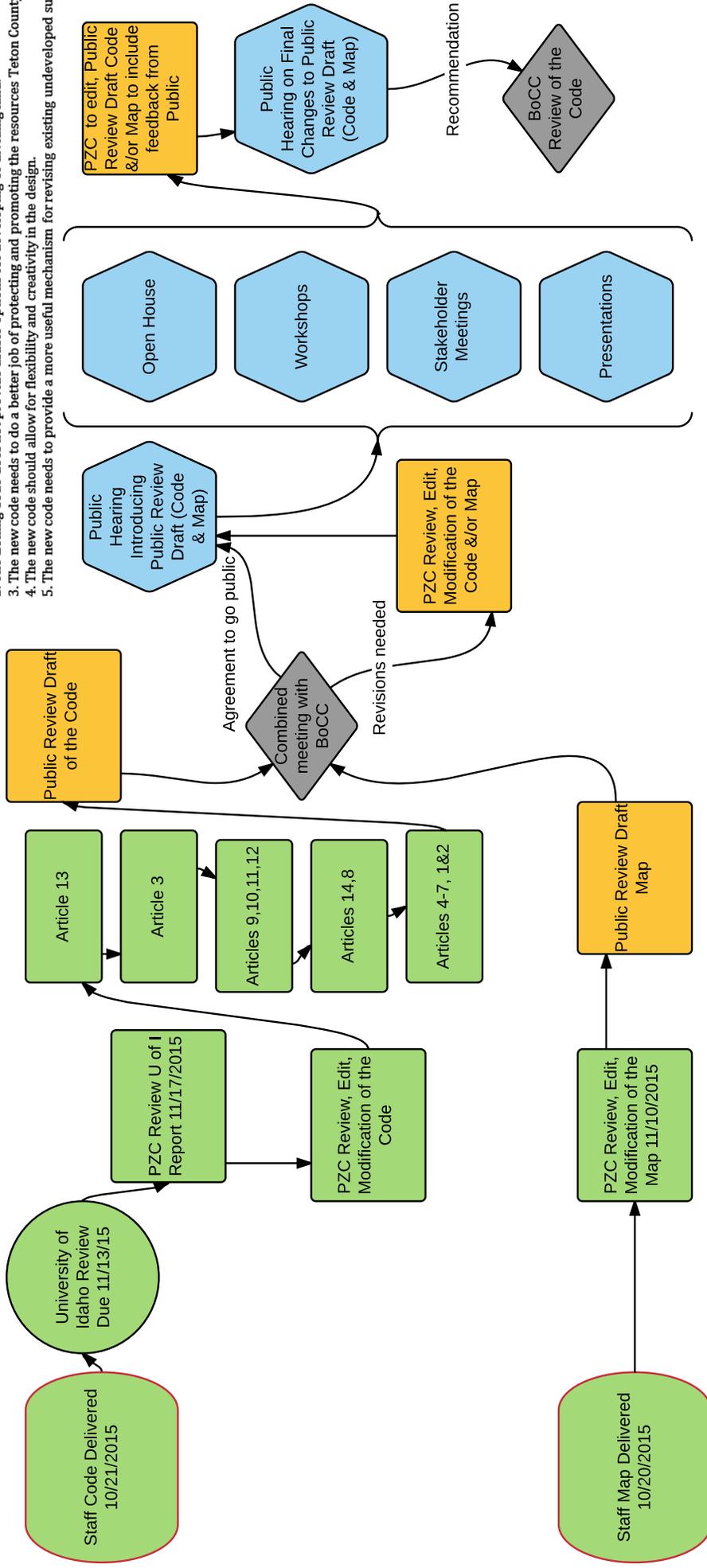
ZONE: A/RR-2.5

Teton County Land Use Development Code Revision Process 10-21-2015

Goals

PZC-

1. The Zoning Code is not always clear in regards to the process or the requirements.
2. The Zoning Code does not provide usable options for developing or dividing land.
3. The new code needs to do a better job of protecting and promoting the resources Teton County has.
4. The new code should allow for flexibility and creativity in the design.
5. The new code needs to provide a more useful mechanism for revising existing undeveloped subdivisions.



BDPA, Inc. A Human Resources Management Consulting Company

Position Description Questionnaire for Teton County

This Position Description Questionnaire is designed to obtain current and complete information about jobs for the County. You, your supervisor and/or Department Head are asked to list and/or review duties and responsibilities of the position as well as the knowledge, abilities, skill levels and minimum requirements for filling a vacancy. As you review and complete the position description questionnaire, remember that you are **describing the position**; we need to know the specific duties and responsibilities of your job and **NOT your personal qualifications, length of service, skills or performance level**. The duties and responsibilities of your job are typically based on the needs of the agency, translated down to the requirements of a job and the duties you perform. As part of job analysis, BDPA does NOT *evaluate an individual employee's performance, qualifications, length of service, or other personal issues--jobs are reviewed as though they are vacant*. The information will be used to develop new classification specifications/job descriptions that will be reviewed by BDPA consultants for internal equity purposes. You will have the opportunity to review a draft description before it is finalized. Please refrain from using technical jargon, or abbreviations when filling out the form. If you need more space, attach additional sheets of paper.

PART I: Completed By the Employee and Submitted to the Immediate Supervisor by (date).

Employee Name: _____ Job Title: Recreational Planner
Work Phone: _____ Work E-mail: _____
Supervisor's Name: Jason Boal Supervisor's Job Title: Planning & Building Administrator
Department and Division: Planning/Building Hours worked per week: 40
Do you work year round, seasonally or specific months? Please describe: Year Round
What is the title of the next job above yours in the department's hierarchy? Planning & Building Admin

A. General Purpose of Position

Describe the purpose of your position in one or two sentences. The purpose of this position is to coordinate with multiple entities dealing with recreation, promote recreation to local and non-local users, study the fiscal impact of recreation and develop marketing, facilities, program and transportation plans centered on recreation in Teton Valley.

B. Essential Job Responsibilities; Required Education, Experience, Skills and Equipment

1. This section relates to the tasks and responsibilities that you perform that make up the primary elements of your job. Start with the duties you consider to be most important. Secondary functions are listed separately under item B.3. List the items that come to mind first—these are probably the primary functions—and then add others. Wording is not extremely important because we will talk with you about your job; just describe the tasks that must be performed regularly. Attach another sheet if needed.

List of Primary Responsibilities:

- a. Develop comprehensive intergovernmental agreements with the county, cities, and other agencies, as appropriate, to manage and develop recreation facilities and services.
- b. Establish/maintain a universal website for recreation facilities and activities.
- c. Complete/implement an economic impact study for events and activities that draw visitors to the valley.
- d. Establish/ implement a marketing plan for recreation activities and facilities in the valley.
- e. Develop/implement a grant program for small seed grants for recreation programs and services.
- f. Establish/implement a basic fee policy for recreation programs and facilities that ensures that the costs for these activities and amenities can be supported primarily by the revenues generated from this source.
- g. Establish/implement a transportation plan for recreation programs and facilities that focuses on youth and senior needs.
- h. Write grants for trails, public access points or other recreation facilities in the County.

If any of the primary functions of your job as listed above were not completed accurately, what would happen? For example, if an error is made, does it result in liability for the agency? Who might catch the error? Is the error easily fixed by another worker? Please explain.

_____The work completed by this position benefits the whole community. It is not an existing position, so the services provided would be new services provided to the county. It would be anticipated that error would be caught by the supervisor, but outside entities may feel the effect as well.

2. List other duties and responsibilities or tasks you perform periodically or occasionally on your job (those that **are not primary** functions):

- **Answering Phones in the Planning Department**
- **Fielding miscellaneous questions from the public coming into the Planning and Building Office**
- **Attending and reporting at PZC and BOCC meetings**
- **Supervising Recreational Projects**
- **Site visits to private properties to discuss recreational issues**
- **Working with other County Departments on recreational issues**
- **Public presentations**

3. How long have you held this job? NA How long have you been an County employee? NA

4. Are you performing any tasks/duties that you believe are unnecessary or that might be handled more efficiently by another position? If yes, please describe: NA

5. Should you be performing tasks/duties that are not currently in your responsibilities? If yes, please describe. NA

6. List the knowledge and skills you believe are **required** by your position as they relate to the responsibilities listed in items B.1. and B.2. (Knowledge might include specialized areas of work and/or knowledge of relevant organizational and departmental policies and procedures, etc. Skills could include planning and organizing, leadership, working with other people, communication, analysis, and operating machines, etc.)

Knowledge of the following:

1. Teton County Recreational programs, facilities and opportunities
2. Recreational facility management
3. Grant writing, management and administration
4. Recreational economics and marketing
5. Laws governing land use and recreation
6. Public lands management and associated laws governing the U.S. Forest Service and BLM

7. If your position **requires** you to use any equipment and/or computer programs, please list the equipment and **check** how often you use it. Attach a separate sheet if necessary

<u>Equipment/Programs</u>	<u>Use Frequently</u>	<u>Use Occasionally</u>	<u>Use Rarely</u>
GIS		x	
Word Processing	x		
Graphic Designer Program	x		
Website Management	x		
ATV/Truck			x

8. Please identify the *minimum educational requirements* for your position. **What would be a minimum requirement (for a newly hired employee) to successfully perform the essential functions of this position?** Explain why it is necessary. Your personal education/credentials may or may not be the appropriate answer; what does the **job** require?

<u>Educational Requirement</u>	<u>Required for Job (Yes or No)</u>	<u>Why is this necessary as a minimum requirement for a new hire?</u>
High school diploma or GED		
Associates degree		
Bachelor's Degree	Yes	Understanding studies, statistical analysis, and how to interpret and implement results.
Master's Degree	Preffered	Experience conducting original research and a firm understanding of how to design a scientifically sound study and collect and analyze data
Professional licenses or certifications (Please specify!)		

9. Describe the amount and kind of **experience that is required to perform the duties of your job (not your personal experience)**. What would a minimum amount of experience, and of what kind, be required for a new hire? 3 years of experience in the recreational management field, with experience in marketing, public access, rural outdoor recreation and recreation master planning.
11. Describe your **working conditions**, the physical environment (office, shop, outdoor weather, hazardous materials, etc.) and any special physical requirements (such as lifting over 50 lbs., continuous standing, or strenuous physical activity), **required** by your position.
Mainly office with occasional field work involved. Sitting at a desk AND walking/hiking on and off trails.
12. What is the most difficult part of your job? What skills do you need to perform this part well?
Coordinating with multiple agencies and getting buying from them and the public on recreational plans.

C. Supervision Given

1. If you regularly and directly supervise others, list them by name and position title:
 Name: NA Position NA
2. If you regularly and directly supervise others, please **check** those activities that are part of your supervisory responsibilities. For each of those checked, indicate whether you have sole responsibility for that function or whether you work with your supervisor or provide recommendations to someone else in management regarding the activity:

Activity	Sole Responsibility?	Recommend to Someone Else?	To Whom Do You Make the Recommendations? Add name and job title
Hiring		X	Planning & Building Administrator
Measuring Performance and Conducting Performance Appraisals			
Training		X	
Assigning or reviewing work			
Scheduling			
Disciplining			
Coaching & mentoring			
Determining pay rate			
Promoting			
Terminating			
Other (describe)			

D. Supervision Received

1. Do your assignments come directly from your supervisor, or do you have some control in determining your own assignments? Please explain. General supervision on recreation assignments will be given by the Planning Administrator. There will be an expectation to work independently and execute general goals.
2. How often are you involved in planning future projects? Often. This is a large part of the position
3. Who determines the objectives, goals and mission for your position? **County Commissioners and Planning Administrator with input from the staff person occupying this position**
4. Do you perform tasks for which you do not seek any direction from a supervisor? Yes No X If yes, please explain:
5. In performing those tasks which do not require supervision, do you consult written guidelines or procedures for determining the best course of action? Please describe
6. In performing tasks, how much discretion do you have in completing the task in a method you desire?
Much discretion
7. Provide any additional information that helps describe your position. This position will be vital to the long term success of recreation in the valley. In many ways this position will create future positions and responsibilities with the

plans and programs that are established. This position will evolve into more of a management position as the plans and programs get implimented.

I certify that my responses above are accurate and complete.

Print name Signature Date

Part II: Completed by the Immediate Supervisor of This Position and submitted to (person) by (date) who will review all completed forms before submitting them to BDPA, Inc.

- 1. Are the responsibilities of this position described correctly and fully? ___X___Yes ___No
If no, please explain in detail. Do not change the employee's responses. Provide the explanation below or attach another sheet if necessary.

- 2. How many employees does this position supervise? Direct ___5___ Indirect _____

- 3. Provide any additional information that helps describe this position.

I have reviewed the completed Position Description Questionnaire and approve it .

Supervisor (Print Name Clearly) Supervisor Signature Date

Department Head (Print Name Clearly) Department Head Signature Date

Elected Official (Print Name Clearly) Elected official Signature Date

Memorandum of Understanding

This Memorandum of Understanding (MOU) between Teton Arts Council (TAC), a not for profit public service organization, and Teton County Idaho (County) is made and entered into this ____ day of _____, 2015.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants contained in this MOU, TAC and County agree as follows:

1. **USE OF PREMISES:**

The County owns a phone booth that is located on the side of its property at 230 N. Main St., Driggs, Idaho. In addition to its own uses for the phone booth, TAC may use the phone booth in accordance with the terms and conditions of this MOU

TCA agrees the phone booth shall be used for the display of public art. Any other activity taking place on site shall be approved by the Count Planning and Zoning Administrator) at least 48 hours before use. TAC agrees to assist the County in satisfying its obligation to provide public art at the designated location.

2. **RESPONSIBILITIES OF THE PARTIES**

2.1 TAC shall maintain the phone booth in the same condition that it is in as of the date of this MOU, meaning no display shall damage the phone booth.

2.2 County will make any necessary repairs to the phone booth if damage is caused by ordinary wear and tear and not the actions of TAC.

2.3 TAC will rotate art displays at least every 4 months.

3. **POINTS OF CONTACT**

The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other party.

For County: Planning Administrator
 208-354-2905
 150 Courthouse Drive
 Driggs, ID 83422

For TAC:

4. **TERMINATION**

This MOU shall be for a term of 24 months (2) years from the date the MOU is approved unless renewed in writing by the Parties. In addition, this MOU may be terminated by either party by

giving at least 10 days written notice. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

5. ASSIGNMENTS:

None of the agreements or understandings contained herein nor any interest herein may be assigned voluntarily, involuntarily or by operation of law.

9. NO PARTNERSHIP:

Neither party shall by reason of this MOU, in any way or for any purpose, be or be deemed to be a partner or joint venturer or agent of the other party.

10. AUTHORIZATION:

Each individual executing this MOU in a representative capacity does thereby represent and warrant to each other person so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to execute and deliver this MOU in the capacity and for the entity set forth where he or she signs.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

"COUNTY"

"TAC"

By:_____

By:_____



Teton County

Emergency Management &
Mosquito Abatement & IT
Department Report 10/26/2015



IT Projects

The first item on the budget list is the new servers and the VMWare licenses. This will correct the issues that I have mentioned before with our current server setup and allow us to back-up our virtual servers. This includes us sharing VMWare server control software with the SO that they have already purchased in order to reduce our costs by thousands of dollars.

We are currently running 3 1500VA Uninterruptible Power Supplies (UPS) that are not up to the task of providing enough power to maintain our IT infrastructure for the time needed until the generator can start. All of them are beyond their lifespan and need to be replaced and they are the in-line type that lets power spikes through for a few milliseconds until it senses them. By upgrading those to the on-line variety this will further minimize the chance of power spikes destroying our IT infrastructure. A few years ago we had a power spike that took out \$17,000 worth of equipment with our existing UPS's in place, and we have had several smaller events that have taken out server hard drives on numerous occasions. By upgrading to 2 3000VA UPS's we will have the power we need to keep everything running until the generator can start, and save about \$600-\$800 every time we have to replace them. In addition we will be consuming less power to run 2 versus 4 UPS's for the same power output. In order to accomplish this we have to rewire two outlets in the server room to have 30 amp plugs.

2 Servers and VMWare licenses	\$17,990.58
2 UPS's	\$3,129.98
Server Room Re-wiring	\$750
2 Switches	\$665.60
Server OS Licenses	\$1,815
Firewall	\$3,312
Terminal Server User licenses	\$368.80
Holly's Adobe Software	\$226.61
CAI ACA module	\$924
Total Projects Cost	\$29,182.57
Total Funds Requested	\$23,682.57

We will need 2 new switches that will be able to handle the speed that the new servers are able to provide. We will be using a solution that John has been trying in the SO server room that is about 1/10th the cost.

While we are moving the virtual servers to the new physical host I would like to upgrade the operating systems of those virtual servers to Windows Server 2012. Most of our virtual servers are running Server 2008 and that operating system is next in line to be discontinued. This way we won't have to have any additional expense, or another project like this for about 3 to 4 years.

It has recently come to our attention that we are running a router as our firewall. We have no easy way to see what is trying to get in, or an easy way to block anything. We can manually input an IP address to block, but that is it. We have nothing looking for signs of intrusion, nothing inspecting the incoming or outgoing traffic, and no way to monitor or alert us of anything. We have found a fairly inexpensive solution that should work for us for the next 3 to 4 years.

We are currently charging title companies \$600 per year to access our system in order to view property information, however, we don't have enough software licenses to actually provide the service to all of them at the same time. I propose that while we are doing this project we secure the licenses necessary to allow them to all be logged in at the same time.

In addition Holly has the need of an Adobe software package, and in order to be compliant with federal mandates we need the ACA reporting component from Computer Arts that wasn't budgeted for.

This is the most efficient and cost effective way to accomplish our objectives that we can find. If we can do these projects right the first time we can reduce the amount of time we have to address these issues again. May we proceed with the projects as proposed utilizing \$24,235.77 of leftover funds?

CAI Contract

Although the CAI contract is less than ideal in the way that the County is completely un-protected, and they are unwilling to modify it, we have no other viable alternatives at this junction, and I propose that we proceed to sign it. Mary Lou has evaluated our software support needs and is recommending we proceed with the proposed contracted support agreement.

JCorp Contract

The JCorp contract has been modified to meet Commissioner Leake's recommendations and Kathy has reviewed it and approved it. I recommend we proceed to sign it.



Computer Arts Inc. MASTER AGREEMENT SOFTWARE & SUPPORT LICENSE

This agreement is made effective October 1st, 2015 (the “**Effective Date**”) by and between Computer Arts Inc. (“**CAI**”) with offices at 320 SW 5th Ave Meridian, Idaho 83642 and Teton County (“**Customer**”), with offices at 89 North Main Street Driggs, ID 83422 and 150 Courthouse Drive, Driggs, ID. 83422.

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

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

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

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

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

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

that applicable law prohibits such an assignment or requires the transfer of or create any rights, title or interest in the Software benefiting Customer, Customer agrees to waive any and all such prohibitions, requirements to transfer, or creations of such rights, title or interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CAI: 320 SW 5th Avenue
Meridian, Idaho 83642

Customer: Teton County
150 Courthouse Drive
Driggs, ID 83422

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

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

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

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

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

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

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

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

CUSTOMER

1	
Signature / Title	Date
2	
Signature / Title	Date
3	
Signature / Title	Date

COMPUTER ARTS, INC.

Signature / Title	Date
-------------------	------



Addendum A Annual County Software License And Maintenance Fees

Annual County Software License and Maintenance Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Teton County ("Customer") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2015 and supersedes all other Annual County Software License and Maintenance Fees Addenda to this Agreement. This Annual County Software License and Maintenance Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software License and Maintenance Fees Addendum, entered by both parties.

County Population:	Estimate	Provide Actual
County Parcel Count:	10,170	

Program Maintenance	Annual Fee	Selection	Cost
Clerk's Financial System	\$10,432.84	X	\$10,432.84
Financial Imaging	\$550.00		
Financial Claims Entry	\$1,500.00		
Treasurer's Financial System	\$1,987.84	X	\$1,987.84
Indigent System	\$2,005.98	X	\$2,005.98
Indigent Imaging	\$550.00	X	\$550.00
Employee Web Portal			
Payroll System	\$3,100.90	X	\$3,100.90
Payroll Imaging	\$550.00		
Payroll 401k Cap	\$675.00		
Web & Daily Time	# of Employees - 77 \$924.00		
ACA Reporting	# of Employees - 77 \$924.00		
Jury System	\$2,867.22		
Jury Imaging	\$550.00		
Recording System	\$1,154.06	X	\$1,154.06
Recording Imaging	\$550.00	X	\$550.00
E-Recording Module		X	\$0.00
Recording Web Module	\$550.00	X	\$550.00
Civil Program	\$2,206.75		
Civil Imaging	\$550.00		
Building Permit Management (Rural Addressing)	\$1,241.29		
Building Permit Imaging	\$550.00		
Secure Image Management System	\$992.79	X	\$992.79
Imaging Stand-Alone (Non-CAI)	\$550.00		
Imaging OCR Module	\$1,100.00		
LID	\$3,476.16		
Property Tax System	\$0.00		
Property Tax Imaging	\$550.00		
Property Tax Web Module	\$550.00		
SOFTWARE LICENSE SUBTOTAL			\$21,324.41
CHANGES OR ADDITIONS			
TO TAL ANNUAL SOFTWARE LICENSE FEES			

CUSTOMER

COMPUTER ARTS, INC.

1			8/31/15
Signature	Date	Signature	Date
2		Mitch Cromwell	
Signature	Date	Printed Name	
3		CEO	
Signature	Date	Title	



Addendum B Annual County Software Support Fees

Software support services described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Teton County ("Customer") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2015 and supersedes all other Annual County Software Support Fees Addenda to this Agreement. This Annual County Software Support Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software Support Fees Renewal Addendum, entered by both parties. Other individual services or a combination of services are available on a per-hour basis at the Customer's discretion and may incur additional fees by separate agreement.

A. SUPPORT ACCESS

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

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

B. EDUCATION AND TRAINING

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

C. SECURITY AND RECOVERY SERVICES

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

D. SOFTWARE SYSTEMS SUPPORT

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

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

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

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

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

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

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

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

E. SUPPORT AND TRAVEL FEES

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

Description	Fees
Annual Software Support Fee	\$9,975.00
Travel Expense (Flat fee, per day, per person)	\$80.00

F. WARRANTY

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

CUSTOMER

COMPUTER ARTS, INC.

1		
Signature / Title	Date	Signature 8/31/15
2		Mitch Cromwell
Signature / Title	Date	Printed Name
3		CEO
Signature / Title	Date	Title



INFORMATION TECHNOLOGY SERVICE AGREEMENT

THIS INFORMATION TECHNOLOGY SERVICE AGREEMENT (hereinafter “Agreement”) is made as of August 26, 2015, by and between JCorp Services LLC, with an address of 640 West 5750 North, Teton, ID 83452 (hereinafter “Service Provider”), and Teton County Idaho, with an address of 150 Courthouse Drive, Driggs, ID83422 (hereinafter “Client”). The Service Provider and the Client may individually be referred to as “Party”, or collectively as “Parties”.

WHEREAS, the Service Provider is engaged in the business of providing information technology services (the “Services”); JCorp Services LLC will provide services to meet the needs of the technology asset base of Teton County Idaho.

WHEREAS, the Client desires to avail itself of these Services of the Service Provider from time to time and the Service Provider desires to enter into this agreement with the Client;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, and other good and valuable consideration, the parties agree as follows:

1. **Object**

The Service Provider shall furnish to the Client its professional information technology services in accordance with the details and specifications contained in Schedule “A” attached hereto. The Service Provider shall perform such information technology services at all times in accordance with the rules of the art and in full compliance with the statutes, laws, ordinances, and regulations governing its profession, trade, craft, or business from a work location situated at the address hereinabove mentioned. The Service Provider also agrees to perform regular preventative maintenance services on the Client’s workstation(s) and server(s) for the duration of this agreement.

2. **Independent Contractor**

The Service Provider shall have the sole supervision and direction of the work covered by this Agreement and shall be responsible for the manner in which the said work is done, for the method employed in doing the same and for all acts and things done in the performance of the Service Provider’s obligations hereunder, except for departing from the Service Provider’s normal practices which may be requested by the Client from time to time. Nothing contained in this Agreement and the relationship created between the Parties hereby shall, directly, or indirectly, constitute the Service Provider as agent or servant of the Client and further, nothing herein shall operate or be construed to relieve the Service Provider of any duties or obligations imposed upon Service Provider as an independent contractor.

3. **Expenses**

In addition to the agreed upon consideration for the Service Provider's fees as set forth in section 5 hereof, the Client shall reimburse the Service Provider for all reasonable expenses, including transportation expenses and the costs of information technology parts and upgrades, incurred during the performance of the Service Provider's Services. The Client shall pay the Service Provider for such expenses within 30 days.

4. **Levies**

Subject to any federal or state legislation imposing on the Client the express duty to withhold or deduct premiums, taxes, or levies as the case may be, the Service Provider shall be responsible to withhold or deduct premiums, taxes, or levies as the case may be, the Service Provider shall be responsible to withhold and remit any deductions for taxes, levies, or contributions imposed by any authority in respect of both the remuneration paid under this Agreement and the work incidental thereto.

5. **Service Provider's Fees**

The Client shall pay the Service Provider for its Services an hourly fee of Fifty Dollars (\$50) based on **SCHEDULE "A"** seen at the bottom of this document. (the "Fees"), which sum shall be invoiced to the Client on a monthly basis based on the previous months service. The previous months invoice shall be paid by the Client within thirty (30) days of receiving the invoice.

6. **Term**

This Agreement shall be deemed to have come into force and effect upon its adoption and shall continue in full force and effect until ending on September 30, 2016. These dates may be delayed upon the written consent of both Parties.

7. **Breach and Opportunity to Cure**

If either Party to this Agreement is in breach of any of its obligations under this Agreement, the other Party may give a notice in writing of the breach to the defaulting Party and request the latter to remedy it. If the Party in breach fails to remedy the breach within 30 days after the date of written notice, then this Agreement may be terminated immediately by written notice of terminate on given by the complaining Party.

8. **Termination**

- a. The Client may terminate this Agreement for any reason by 60 day written notice.
- b. The provisions of this section shall not in any way restrict the rights of either Party hereto to terminate this Agreement pursuant to any other paragraph in this Agreement.

9. **Assignment**

It is expressly agreed that this Agreement shall not be assigned or transferred, in whole or in part, by either of the Parties hereto without the express written consent of the other of them.

10. Limitation of Liability

The Client explicitly agrees that the Service Provider shall not be liable to the Client, or to any third party, for liability claims, loss, damages or expense of any kind arising directly or indirectly out of services provided herein. In addition, the Client agrees to indemnify and hold the Service Provider harmless against such liabilities, claims, losses, damages (consequential or otherwise) or expenses, or actions in respect thereof, asserted or brought against the Service Provider by or in right of third parties.

11. Confidential Information

- a. Except as may be necessary in the performance under this Agreement, the Service Provider shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproduction or recordings of any type, or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of the Client, or which relate in any manner to the present or prospective business of the Client. The Service Provider shall have no interest in any of this material and agrees to surrender any of the material which may be in its possession to the Client immediately upon the request of the Client.
- b. The Service Provider shall not at any time, except under the legal process, divulge any matters relating to the business of the Client or any customers or agents of the Client which may become known to it by reason of its services hereunder and shall be true to the Client in all dealings and transactions relating to the Services contemplated by this Agreement. Furthermore, the Service Provider shall not use at any time (whether during the continuance of this Agreement or after its termination) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs, or plans belonging to or relating to the affairs of the Client, including knowledge relating to customers, clients, or employees of Clients.

12. Notices

Wherever in this Agreement it shall be required or permitted that notice be given or served by either Party to or on the other, the notice shall be in writing and shall be delivered personally to the Party to whom it is given or sent by prepaid, registered mail, or by facsimile transmission, addressed as follows:

To the Service Provider at:

640 West 5750 North

Tetonia, ID83452

To the Client at:

150 Courthouse Drive

Driggs, ID83422

And each such notice shall be deemed given on the date of delivery in the case of delivery and three (3) business days after mailing in the case of mail. This address may be changed by either Party by notice as above provided.

13. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of ID.

14. **Interpretation**

- a. **Entire Agreement and Waiver.** This Agreement constitutes all of the agreements between the Service Provider and Client pertaining to the subject matter of it and supersedes all prior agreements, undertakings, negotiations, and discussions, whether oral or written, of the Parties to it and there are no warranties, representations, or other agreements between the Parties to it in connection with the subject matter of it except as specifically set forth or referred to in this Agreement. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party hereto to be bound thereby. No waiver of any other provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless expressly provided.
- b. **Headings.** Headings are not to be considered part of this Agreement, are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents of any section.
- c. **Interpretation.** In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, and proprietors, corporations, partnerships, trusts, and unincorporated associations.
- d. **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severed.

15. **Time Being of the Essence**

- a. Time shall be deemed to be of the essence of this Agreement; provided from time to time for completing any work, which has been or is likely to be delayed by reason of *force majeure* or other cause beyond the reasonable control of the Service Provider, shall be extended by a period equal to the length of the delay so caused, provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the Client.
- b. The Client shall advise the Service Provider in writing of any occurrence causing or likely to cause delays in the completion of its responsibilities under this Agreement.

16. Title to Work Being Performed

Upon payment of the Fees being made in accordance with the terms of this Agreement, all title, rights, and interest in all printed materials and other physical media, containing designs, symbols, inventions, and reports performed, created or written in accordance with this Agreement shall vest in and ensure to the benefit of the Client, it being understood that such vesting of title shall not constitute acceptance by the Client of such work in conformity with the specification or requirements of the Agreement. Without restricting the generality of the foregoing, the right of publication of any research paper or study performed under this Agreement shall vest solely in the Client upon payment as aforesaid, and any person desiring to publish any such research or study, in whole or in part, shall first obtain the written permission of the Client.

17. General

This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, executors, administrators, and successors.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seals as at the date written above.

(SERVICE PROVIDER)

Van Johnson

(CLIENT)

Teton County, Idaho

SCHEDULE “A”

INFORMATION TECHNOLOGY SERVICES TO BE PERFORMED

JCorp Services LLC proposes to provide information technology services for the known asset base of Teton County Idaho. The asset base includes: desktop computers, laptops, software installation, virus protection, data recovery, switches, routers and others. We are also proposing the following:

We are proposing a 416 hour per year contract that would be based on a \$50 per hour per technician rate totaling \$20,800.00. This would equal two 4 hour blocks of time per week. This could be utilized as on-site support or remote support, whichever is needed. We will work with you to establish a schedule. Any hours needed beyond the 416 contract hours would be billed at \$55 per hour. These technician hours can be utilized for needs such as desktop and user support, network and server configuration or security projects, etc.. Our expert technicians are certified in:

Van Johnson

Member / Owner

Credentials:

MS Economics Utah State University

CSSA April 2014 (Certified Sonicwall System Administrator)

CISA in progress (Certified Information Security Auditor)

CEH in progress (Certified Ethical Hacker)

CFHP exam end of November (Certified Fiber Home Professional)

vjohnson.jcorp@gmail.com

Marcus Johnson

Member / Owner

Credentials:

MCP April 2010 (Microsoft Certified Professional)

CCNA exam in November (Certified Cisco Network Professional)

mjohnson.jcorp@gmail.com

Jacob Woods

Member / Owner

Credentials

MCP (Microsoft Certified Professional)

jwoods.jcorp@gmail.com

Jeremiah Johnson

Member / Owner

Certified Journeyman Electrician

jjohnson.jcorp@gmail.com

FY 2015 EXPENSE BUDGET to ACTUAL as of September 30, 2015

Department	Budgeted Expense <i>(as changed during year)</i>	Actual Expenses to Date	% of Budget Spent
GENERAL FUND (Current Expense)			
Clerk/Auditor	156,803	156,913	100.1%
Assessor	268,449	260,332	97.0%
Treasurer	186,414	185,588	99.6%
Sheriff	1,239,392	1,188,834	95.9%
Commissioners	183,315	177,697	96.9%
Coroner	34,315	24,305	70.8%
Prosecutor	250,087	248,590	99.4%
Public Works Director	104,812	97,771	93.3%
New Crthse Bldg & Grounds	225,260	174,440	77.4%
Emergency Mgt	74,441	67,569	90.8%
County Agent	63,458	61,820	97.4%
Information Technology	206,885	201,956	97.6%
Elections	56,426	47,598	84.4%
LEC Bldg & Grounds	37,700	32,805	87.0%
General	274,452	261,530	95.3%
Dispatch	311,459	264,231	84.8%
Jail	178,450	203,102	113.8%
Planning	194,984	175,835	90.2%
Building	163,479	159,673	97.7%
GIS	95,485	91,844	96.2%
Armory Building	19,775	15,578	78.8%
GENERAL FUND TOTAL	\$4,325,841	\$4,098,011	94.7%
Road & Bridge	1,658,166	1,537,177	92.7%
Court & Probation	531,834	527,591	99.2%
Elections - State Funds	64,329	14,903	23.2%
Indigent & Charity	82,376	81,034	98.4%
Revaluation	116,800	116,800	100.0%
Solid Waste	2,771,000	2,250,567	81.2%
Tort	123,100	121,612	98.8%
Weeds	81,625	73,187	89.7%
Road, Special	1,254,076	1,315,291	104.9%
Prosecutor's Special Drug	15,000	0	0.0%
Road Improve-Devel Donations	100,000	0	0.0%
Emergency 911 Commun	101,320	102,737	101.4%
Ambulance Service District	688,210	635,297	92.3%
Mosquito Abatement District	312,760	283,046	90.5%
Waterways/Vessel Fund	15,000	1,520	10.1%
Grants - FEMA Restoration	50,186	29,490	58.8%
Fair Board	68,366	68,720	100.5%
Arena	118,500	118,848	100.3%
Grants - All other	182,575	147,469	80.8%
Impact Fees	264,500	230,000	87.0%
GRAND TOTAL	\$12,925,564	\$11,753,300	90.9%

FY 2015 REVENUE BUDGET to ACTUAL as of September 30, 2015

	Budgeted Revenue	Actual Revenue to Date	% of Budget	Notes
001 GENERAL FUND/CURRENT EXPENSE				
PROPERTY TAXES, penalty & interest	2,825,365	2,932,206	104%	
LIQUOR ALLOCATION	84,000	96,725	115%	
SALES TAX - Inventory Phase Out	170,000	184,190	108%	
SALES TAX - Revenue Sharing	300,000	319,484	106%	
Personal Property Tax Replacement	21,000	25,115	120%	
State Ag Replacement	26,000	24,943	96%	
EMPG & Small Grants	21,500	36,441	169%	
ASSESSOR'S FEES	68,400	80,442	118%	
RECORDING FEES, PASSPORTS	95,950	83,703	87%	
GIS USER FEES	2,000	2,000	100%	
SHERIFF'S FEES	55,050	49,504	90%	
INTEREST ON INVESTMENTS	4,000	10,694	267%	
FEE FOR ADMINISTRATIVE SERVICES	170,439	170,439	100%	
LAW ENFORCEMENT CONTRACTS	111,300	102,400	92%	
PAYMENTS FOR DISPATCH SERVICES	155,771	156,645	101%	
SALE/RENTAL OF COUNTY PROPERTY	9,500	200,626	2112%	\$198,205 from sale of ESB to Fire District
ELECTRICITY PROP TAX IN LIEU	52,000	51,028	98%	
LICENSES (Marriage, Beer/Wine)	8,700	12,306	141%	
BUILDING PERMIT FEE	70,000	117,580	168%	
P&Z APPLICATION FEES	8,000	13,810	173%	
SUBDIVISION PLAT/DEVELOPMENT FEE	2,000	1,336	67%	
PASS THRU & STAFF REVIEW FEES	8,000	8,459	106%	Pass-through funds not spent if not received
PAYMENTS FOR PROSECUTOR SERVICE	17,186	17,186	100%	
OTHER REVENUE	1,110	152,742	13761%	Includes \$123,000 from State Unclaimed Prop Fund
	\$4,287,271	\$4,850,004	113%	
02 ROAD AND BRIDGE				
PROPERTY TAXES, penalty & interest	367,546	383,117	104%	
HIGHWAY USERS ALLOCATION	890,000	938,766	105%	
FOREST APPORTIONMENT	25,000	69,994	280%	
REIMBURSEMENTS FROM CITIES	35,000	6,841	20%	
FEES & MISCELLANEOUS REVENUES	3,900	20,175	517%	Includes dividend from State Insurance Fund & partial grant
	\$1,321,446	\$1,418,893	107%	

06 DISTRICT COURT & JUVENILE PROBATION				
PROPERTY TAXES, penalty & interest	383,158	357,941	93%	
CIGARETTE & TOBACCO TAX	22,676	24,504	108%	
JUVENILE CORRECTIONS GRANT	27,350	28,135	103%	
MILLENNIUM FUNDS (STATUS OFF)	14,000	4,496	32%	
JUVENILE SUPERVISION FEES	3,500	1,670	48%	
JUVENILE LOTTERY MONIES	4,000	3,449	86%	
DRUG TEST FEES	1,000	532	53%	
MENTAL HEALTH CARE GRANTS	12,000	6,277	52%	
MOTOR VEHICLE FINES	30,000	31,250	104%	
FILING FEES - COUNTY SHARE	7,000	5,677	81%	
RESTITUTION	8,000	7,637	95%	
ADMINISTRATIVE SURCHARGE FEE	5,000	5,535	111%	
MISCELLANEOUS REVENUES	14,150	8,165	58%	
	\$531,834	\$485,268	91%	
23 SOLID WASTE				
SOLID WASTE FEES, penalties & interest	1,000,000	1,037,183	104%	
REMAINING CASH	820,135	820,135	100%	
GRAND TARGHEE SOLID WASTE FEE	11,991	11,991	100%	
PAYMENT IN LIEU OF TAXES (PILT)	116,250	156,050	134%	
FRANCHISE FEES	25,000	31,825	127%	
TIPPING FEES	675,000	688,480	102%	
ALTA SOLID WASTE	53,000	50,001	94%	
SALVAGE & RECYCLING REVENUE	55,000	49,547	90%	
MISCELLANEOUS	0	96,578		INCLUDES \$61,000 FROM SALE OF LOADER
	\$2,756,376	\$2,941,790	107%	
44 EMERGENCY COMMUNICATIONS				
IDAHO 911 FEES (Silverstar)	36,000	29,419	82%	
WYOMING 911 FEES	2,250	2,845	126%	
911 CELL FEES	75,000	83,243	111%	
	\$113,250	\$115,507	102%	
50 AMBULANCE				
PROPERTY TAXES, penalty & interest	510,000	526,004	103%	
REMAINING CASH	77,510	77,510	100%	
ELECTRICITY TAX IN LIEU OF PROP	8,000	7,599	95%	
COUNTY EMS FEES -collected by DMV	2,700	3,131	116%	
GRANTS	20,000	12,000	60%	GRANTS RECEIVED FOR FY16 PURCHASES
WYOMING AMBULANCE FEES	60,000	73,844	123%	
	\$678,210	\$700,088	103%	

Remaining Cash on September 30, 2015

Fund	Remaining Cash on 7/1/15	PLUS Estimated Revenue thru 9/30	Less Estimated Expenses from 7/1 thru 9/30	7/1 Estimate of 9/30/14 Remaining Cash	Actual Remaining Cash on 9/30/15	FY 2016 Budget	Amount of Remaining Cash budgeted to spend in FY16	Remaining Cash not Budgeted to be Spent as % of FY 2016 Budget
01 General	3,578,259	400,000	1,089,176	2,889,083	2,799,408	4,904,781	270,000	52%
02 Road & Bridge	651,102	240,000	404,703	486,399	458,973	1,486,424	101,000	24%
03 Road & Bridge Reserve	3,215	0	0	3,215	3,215	0		
06 Court & Probation	328,130	35,000	132,932	230,198	232,969	556,346	15,000	39%
15 Elections: State-funded	106,423	0	1,000	105,423	103,066	66,226		156%
16 Indigent & Charity	153,377	0	40,527	112,850	86,848	73,116	73,116	19%
20 Revaluation	71,589	5,000	27,050	49,539	47,256	126,800	0	37%
22 Solid Waste Self Assur	300,000	0	0	300,000	300,000	0	0	
23 Solid Waste	2,079,530	340,000	1,447,328	972,202	951,763	1,696,728	575,000	22%
24 Tort	83,520	6,000	0	89,520	86,512	126,448	0	68%
25 Solid Waste Reserve	668	0	0	668	668	0	0	
27 Weeds	104,387	4,000	55,107	53,280	59,573	113,945	0	52%
33 Road, Special	797,881	50,000	700,000	147,881	67,001	768,572	0	9%
36 Prosecutor's Spec. Dru	17,843	0	0	15,000	17,843	5,000	5,000	257%
41 Building	70,574	0	0	70,574	72,008	0	0	
43 Road Improve Develop	103,826	0	0	103,826	103,826	30,000	30,000	246%
44 Emergency Comm.	55,332	28,000	22,390	60,942	61,028	120,074	1,490	50%
50 Ambulance	452,815	24,000	184,182	292,633	336,619	633,082	0	53%
51 Mosquito Abatement	213,236	13,000	86,243	139,993	152,869	303,637	20,237	44%
52 Mosquito Abate Reserv	40,000	0	0	40,000	40,000	0	0	
54 Waterways Vessel	12,200	2,000	8,000	6,200	13,331	11,000	7,000	58%
82 Fairgrounds & Fair	30,964	15,000	15,000	30,964	13,413	91,560	0	15%
84 Arena Fund	11,122	0	11,122	0	0	0	0	
TOTALS	\$9,265,993	\$1,162,000	\$4,224,760	\$6,200,390	\$6,008,189	\$11,113,739	\$1,097,843	

Contingency Fund Expenditures for FY 2015

Date	Check #	Vendor Name or Resolution #	Description	Increase	Decrease	Balance	Approval Date
General Fund Contingency Account: 01-18-526							\$82,000.00
11/12/14	163	Dale Burr	Materials for eagle sculpture at LEC		500.00	81,500.00	12/22/2014
11/12/14	205	Jorgensen Associates	Concrete testing at LEC completed in FY 2014		640.00	80,860.00	11/10/2014
		Resolution 2014-1222	Installation of 10 video cameras in SO Vehicles		3,000.00	77,860.00	12/8/2014
		Resolution 2014-1222	Balance needed for FY 2015 PW Director Salary		2,568.00	75,292.00	12/22/2014
12/22/14	570	R&M Concrete	Concrete footer for eagle sculpture at LEC		580.00	74,712.00	12/22/2014
04/28/15	1125	Teton Co. Road & Bridge	Reimburse labor & fuel costs for Snow Fest assistance		2,925.67	71,786.33	1/12/2015
01/13/15	653	Broulim's	Treasurer Retirement		438.63	71,347.70	1/13/2015
01/13/15	655	Dale Burr	Final Payment LEC sculpture		550.00	70,797.70	1/13/2015
01/13/15	666	Crown Trophy	Brass plate for Treasurer's chair		7.95	70,789.75	1/13/2015
01/13/15	676	Dawn Felehle	Reimburse Treasurer retirement expenses		71.42	70,718.33	1/13/2015
01/13/15	750	TVNews	Treasurer Retirement		352.00	70,366.33	1/13/2015
01/26/15	835	USBank	Treasurer retirement gift		65.00	70,301.33	1/26/2015
04/28/15	1462	City of Driggs	July 4th Centennial Celebration		6,000.00	64,301.33	3/23/2015
		Resolution 2015-0713A	Purchase vehicle for building inspector		15,349.00	48,952.33	6/22/2015
		Resolution 2015-0713A	More jail days than budgeted		30,000.00	18,952.33	7/13/2015
		Resolution 2015-0713A	Need more \$\$ for insurance deductibles		2,500.00	16,452.33	7/13/2015
07/14/15	2147	Dale Burr	Final payment for Sentry Eagle sculpture		1,400.00	15,052.33	6/22/2015
Road&Bridge Contingency Account: 02-00-526							\$13,588.00
01/26/15	811	Idaho Transportation Dept	Salt needed to dry out wet sand		630.94	12,957.06	12/8/2014
01/06/15	792	Biota	Grant writing assistance		743.75	12,213.31	12/8/2014
01/28/15	877	Biolta	Grant writing assistance		712.50	11,500.81	12/8/2014
Court Contingency Account: 06-00-526							\$11,000.00
		Resolution 2014-0413	Taser for use by court bailieff		1,057.00	9,943.00	12/8/2014
05/26/15	1791	Xtelis Corp	2 wireless phone sets		791.92	9,151.08	5/26/2014
06/08/15	1878	Xtelis Corp	Base & chargers for phone sets		479.20	8,671.88	6/8/2014
Solid Waste Contingency Account: 23-00-526							\$10,000.00
		Resolution 2015-0713	Mid-year raise for Weigh Master		860.00	9,140.00	4/27/2015
05/28/15	1779	Waxite Supply	Bags & gloves for clean-up day		358.39	8,781.61	4/13/2015
Ambulance Contingency Account: 50-00-526							\$6,900.00



RESOLUTION 2015-1026

A RESOLUTION TO ADOPT A REVISED COUNTY FEE SCHEDULE FOR FISCAL YEAR 2016

WHEREAS, on the 14th day of September, 2015 the Board of County Commissioners held a public hearing for the County's Fee Schedule for Fiscal Year 2016 and adopted Resolution 2015-0914 setting the fee schedule; and

WHEREAS, since that date the Board of County Commissioners decided to reduce the minimum fee collected for Household Waste at the transfer station;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby unanimously adopts the revised Fee Schedule (Exhibit 1) for Fiscal Year 2016.

DATED and done this 26th day of October, 2015.

TETON COUNTY BOARD OF COMMISSIONERS

By: _____
Bill Leake, Chairman

ATTEST: _____
Mary Lou Hansen, Clerk



TETON COUNTY FEE SCHEDULE

Effective October 26, 2015

Per Idaho State Statute and/or as adopted by the County Commissioners on October 26, 2015

BUILDING PERMIT FEES

AGRICULTURAL BUILDINGS

Agricultural Exempt Building \$40

COMMERCIAL BUILDINGS

Permit Fee0061 x valuation

Plan Review Fee0012 x valuation

Mechanical Permit25 x Permit Cost

Mechanical Review (in house)25 x Plan Review Fee

COMMERCIAL VALUES PER SQUARE FOOT *(used to calculate fees)*

See ICC Building Valuation Data on next page

GENERAL & MISCELLANEOUS FEES

Appeal of Building Official's Decision \$150

Building Department use of outside consultants

for Plan Review, Inspection or both Actual Costs, including admin and overhead

Fences over 6 feet high \$50

Inspections for which no fee is specifically indicated \$50/hour (1 hr min)

Mechanical Permit *(wood/pellet stoves, hot water heater, fireplace, furnace, boiler, etc.)* .. \$50 per unit

Residential Wind & Telecommunication Towers \$250

Signs (if a permit is required) \$50

Solar System Installation \$50

Temporary residence or use in a permanent structure

(i.e. dry cabin, recreational cabin, yurt, park model, etc.) \$50

Work Commencing Without a Permit 25% of Permit

MANUFACTURED/MOBILE HOME INSTALLATION

Type 1 Setting (Full Concrete or Block Foundation) \$250

Type 2 Setting (Pier Foundation with Skirting) \$150

Conversion to U Occupancy \$50

RESIDENTIAL FEE RATE

Permit Fee0061 x valuation

Plan Review Fee0012 x valuation

Permit Extension363 x original permit fee

RESIDENTIAL VALUES PER SQUARE FOOT *(used to calculate fees)*

Single Family Dwelling \$108

Additions *with* Plumbing \$108

Additions *without* Plumbing \$80

Basement – unfinished \$23

Basement –finished \$80

Finishing Basement \$57

Garage/Barn with foundation \$40

Carport/Covered Deck \$23

Shed/Pole Barn \$23

Conversion to residential occupancy \$57

International Building Code Council Building Valuation Data

As published February 2014 Building Safety Journal

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	224.49	217.12	211.82	202.96	190.83	185.33	196.14	174.43	167.83
A-1 Assembly, theaters, without stage	205.71	198.34	193.04	184.18	172.15	166.65	177.36	155.75	149.15
A-2 Assembly, nightclubs	177.15	172.12	167.31	160.58	150.83	146.74	154.65	136.68	132.81
A-2 Assembly, restaurants, bars, banquet halls	176.15	171.12	165.31	159.58	148.83	145.74	153.65	134.68	131.81
A-3 Assembly, churches	207.73	200.36	195.06	186.20	174.41	168.91	179.38	158.02	151.41
A-3 Assembly, general, community halls, libraries, museums	173.36	165.99	159.69	151.83	138.90	134.40	145.01	122.50	116.89
A-4 Assembly, arenas	204.71	197.34	191.04	183.18	170.15	165.65	176.36	153.75	148.15
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
E Educational	192.11	185.49	180.05	171.90	160.09	151.62	165.97	139.90	135.35
F-1 Factory and industrial, moderate hazard	108.42	103.32	97.18	93.38	83.24	79.62	89.22	68.69	64.39
F-2 Factory and industrial, low hazard	107.42	102.32	97.18	92.38	83.24	78.62	88.22	68.69	63.39
H-1 High Hazard, explosives	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	N.P.
H234 High Hazard	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	57.71
H-5 HPM	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
I-1 Institutional, supervised environment	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
I-2 Institutional, hospitals	302.44	295.85	290.11	281.84	266.80	N.P.	275.58	249.09	N.P.
I-2 Institutional, nursing homes	209.38	202.79	197.05	188.78	175.72	N.P.	182.52	158.01	N.P.
I-3 Institutional, restrained	204.27	197.68	191.94	183.67	171.10	164.68	177.41	153.40	145.80
I-4 Institutional, day care facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
M Mercantile	132.04	127.01	121.20	115.47	105.47	102.39	109.54	91.33	88.45
R-1 Residential, hotels	179.14	172.89	167.90	160.83	147.95	144.10	160.52	132.93	128.36
R-2 Residential, multiple family	150.25	143.99	139.01	131.94	119.77	115.91	131.62	104.74	100.18
R-3 Residential, one- and two-family	141.80	137.90	134.46	131.00	125.88	122.71	128.29	117.71	110.29
R-4 Residential, care/assisted living facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
S-1 Storage, moderate hazard	100.53	95.44	89.29	85.49	75.57	71.95	81.34	61.02	56.71
S-2 Storage, low hazard	99.53	94.44	89.29	84.49	75.57	70.95	80.34	61.02	55.71
U Utility, miscellaneous	75.59	71.22	66.78	63.37	56.99	53.22	60.41	44.60	42.48

COPIES, COMPUTER PRINT-OUTS and BANK FEES

There is no charge for the first 100 pages of a public record, per IC 74-102(10)(a)

B&W: Letter & Legal	\$0.10
B&W: 11 x 17	\$0.25
Color: Letter & Legal	\$0.75
Color: 11x17	\$1.50
Plats & Cadastral Maps: All sizes	\$4
Data CDs, DVDs, Emails	\$3
Recorded or Filed Documents <i>(as set by State Statute and Judicial Order)</i>	\$1 per page
Returned Check Charge	\$20
Public Records Requests <i>(no charge for first 2 hours)</i>	\$25 per hour

COURT FEES *(as set by state statute or listed below)*

Court Technology Fee (per credit card transaction)	\$3
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DIGITAL DATA & GIS FEES

17 x 22 Map	\$8
22 x 34 Map	\$12
34 x 44 Map	\$15
Custom Mapping <i>(if staff is available)</i>	\$65 per hour

LICENSES

Beer, not for consumption on premises	\$25
Beer, for consumption on premises	\$75
Beer, draft, bottled, canned, for consumption on or off premises	\$100
Beer & Wine, for consumption on premises, one day only	\$20
Catering Permit	\$20
Dog Breeders License	\$100
Dog License (neutered)	\$7.50
Dog License (intact)	\$32.50
Liquor, by the drink, for consumption on premises	25% of fee charge by State
Wine, by the drink, for consumption on premises	\$100
Wine, bottled, for consumption on or off premises	\$100

PLANNING & ZONING FEES

Appeals.....	\$475
Area of City Impact (Driggs): Appeals	\$605
Area of City Impact (Driggs): Boundary Adjustment	\$284
Area of City Impact (Driggs): Conditional Use Permit.....	\$1,000
Area of City Impact (Driggs): Financial Surety Administrative Processing	\$50
Area of City Impact (Driggs): Lot Split	\$284
Area of City Impact (Driggs): Plat Amendment, Minor.....	\$450
Area of City Impact (Driggs): Plat Amendment, Substantial.....	\$2,015
Area of City Impact (Driggs): Subdivision (2 lots).....	\$2,826
Area of City Impact (Driggs): Subdivision (3-9 lots).....	\$3,753
Area of City Impact (Driggs): Subdivision (10-25 lots).....	\$7,323
Area of City Impact (Driggs): Subdivision (26-99 lots).....	\$19,729
Area of City Impact (Driggs): Subdivision (100-399 lots).....	\$37,234
Area of City Impact (Driggs): Subdivision (400+ lots).....	\$50,263 +\$84 per lot
Area of City Impact (Driggs): Variance	\$1,131
Area of City Impact (Driggs): Zone Change, <5 acres.....	\$1,936
Area of City Impact (Driggs): Zone Change, 6-20 acres	\$2,416
Area of City Impact (Driggs): Zone Change, >20 acres.....	\$2,896
Boundary Adjustment	\$206
Boundary Adjustment, Plat Re-submittal.....	\$103
Conditional Use Permit	\$1,260
Development Agreement Extension.....	\$326
Development in the Floodplain	\$35
FEMA Application.....	Actual Cost
Financial Surety Administrative Processing	\$50
Home Occupation Permit, First two years	\$75
Home Occupation Permit, 2-year renewal	\$50
Legal Notice Re-advertise	Actual Cost
One Time Only Lot Split.....	\$206
One Time Only Lot Split, Plat Resubmittal	\$103
Permitted with Conditions.....	\$268
Plat Amendment, Insignificant.....	\$395
Plat Amendment, Substantial (<i>increase or decrease in scale</i>)	\$1,700
Recording Time Extension	\$326
Scenic Corridor Application.....	\$200
Sign Permit.....	\$1 per s/f (\$10 Min. & \$50 Max)
Subdivision (01) All Sizes.....	See Below
<i>Concept, 10%; Preliminary Plat, 60%; Final Plat, 30%</i>	
Subdivision (2).....2 Units.....	\$1,000
Subdivision (3).....3-7 Units.....	\$2,139
Subdivision (4).....8-19 Units.....	\$5,705
Subdivision (5).....20-49 Units.....	\$12,360
Subdivision (6).....50-79 Units.....	\$16,322
Subdivision (7).....80-119 Units.....	\$21,392
Subdivision (8).....120-149 Units.....	\$27,255
Subdivision (9).....150-199 Units.....	\$34,069
Subdivision (10).....200-299 Units.....	\$41,675
Subdivision (11).....300-399 Units.....	\$50,232
Subdivision (12).....400 Units.....	\$61,800
Subdivision (13).....cost per Unit greater than 400	+\$75
Subdivision Extension	all other application fees must be current.....\$326
Surveyor/Engineer/Floodplain/NP, Third Party Review	Actual Cost
Survey Review Fee: OTO, Boundary Line Adjustment & Plat Amendment.....	\$200
Survey Review Fee: New Subdivision.....	\$350
Temporary Use Permit	\$75
Vacation	\$1,100
Variance	\$676
Zone Change, <5 acres.....	\$1,215
Zone Change, 6-20 acres	\$1,877
Zone Change, >20 acres.....	\$2,357

PUBLIC RECORDS REQUESTS (pursuant to Idaho Code 9-337 through 9-350)

Copies will be charged as listed above - County staff cannot perform records searches
Labor (in excess of 2 hours) required to fulfill requests \$25 per hour

ROAD & BRIDGE: Permit to Work Within a County Right-of-Way (Approach Permit)

Single Residence.....\$30 per approach
Subdivision or Commercial Building\$60 per approach

RECORDING FEES (Set by Idaho Statute 31-3205)

For recording every instrument, paper or notice, for the first page \$10
For each additional page..... \$3
For copies of any record or paper, for each page \$1
Releasing or Assigning more than one document within the same instrument \$1 each

*A page shall not exceed 14" in length nor 8.5" in width. Each page shall be typewritten or be in legible writing.
The recording fee to be charged for maps, sketches, drawings or other instruments except plats larger than the size permitted above for a page shall be two cents (2¢) per square inch.*

SHERIFF'S FEES

Civil Processing, Service \$35
Civil Processing, Return \$35
Burglar Alarm, new permit \$75
Burglar Alarm, annual renewal..... \$25
Burglar Alarm.....First false alarm, \$25; second false alarm, \$75; third false alarm, \$125
Fourth or more false alarms, \$175; hearing/appeal, \$200
Concealed Weapons Permit (new permits) \$64.45
Concealed Weapons Permit (renewals) \$37.70
Other Sheriff's Fees as set by State Statute and/or listed on next page

SOLID WASTE FEES

USER FEES (collected with property taxes) \$60 per real property parcel
CREDIT APPLICATION FEE \$20

TIPPING FEES BY WASTE TYPE (There is a \$10 minimum charge unless noted below)

Household Waste, 130 lbs or less (or 5 bags) \$5
Household Waste, over 130 lbs \$76 per ton
Non-Household, Unsorted Waste \$210 per ton
Sorted Waste, up to 350 lbs no charge
Sorted Waste, more than 350 lbs \$15 per ton
Dead Animal Waste..... \$15 per ton
Small Household Appliances..... \$76 per ton
Large Household Appliances with Refrigerant \$15 each
Tires: Car & Light Truck \$5 each
Tires: Truck \$10 each
Tires: All others and more than five \$125 per ton
Credit/Debit Card Convenience Fee.....\$1 per transaction

*If a fee is calculated by weight, persons weighing more than one waste type will be charged the higher rate.
Tipping Fees will be waived for trash picked up by persons or agencies participating in clean-up activities approved by the Board of County Commissioners.*

VEHICLE ADMINISTRATIVE FEE (collected by DMV) \$4.50

TETON COUNTY SHERIFF'S FEES

Effective 10-01-2015

	SERVICE	RETURN		SERVICE	RETURN
Accident Reports	\$.10/Page	n/a	Record Notice of Levy	Cost	Cost
Additional Posting, Each	\$15	n/a	Notice of Pay Rent/Quit	\$35	\$35
Affidavit & Order	\$35	\$35	Notice of Sale, First	\$15	n/a
Arrest, Criminal	n/a	n/a	Notice To Quit/Vacate	\$35	\$35
Assistance, Writ of	\$35	\$35	Notice, Landlord Tenant	\$35	\$35
Attachment, Writ of	\$35	\$35	Order for Appearance	\$35	\$35
Bond, for Taking of	\$15	n/a	Order to Show Cause	\$35	\$35
Cancellation of Service	\$25	n/a	Posting (Sale Notice)	\$15	n/a
Certificate of Redemption	\$20	n/a	Posting Additional Notice	\$15	n/a
Certificate of Sale (Personal Property)	\$25	n/a	Preliminary Injunction	\$15	\$15
Certificate of Sale (Real Property)	\$25	n/a	Real Property – Levy & Sale	\$35	\$35
Certified Mail	Cost + \$7	n/a	Registered Mail	Cost	Cost
Claim & Delivery/Writ Possession	N/A	n/a	Sale Notice	\$15	n/a
Commission without Levy	\$150	n/a	Serve Affidavits &/or Notice	\$35	\$35
Commission with Levy	\$175	n/a	Serve Notice of Levy/Recorder	\$35	n/a
Commissioner of Insurance	\$30	\$30	Serve S/C with Writ	\$35	\$35
Complaint	\$35	\$35	Serve Undertaking	No Charge	No Charge
Court Commit/Jail Stay (per day)	\$25	n/a	Sheriff's Deed	\$35	n/a
Criminal Summons	No Charge	No Charge	Small Claims & Order	\$35	\$35
Cross Complaint	\$35	\$35	Small Claims w/o Order	\$35	\$35
Earnings Withholding order	\$35	\$35	State Auditor Requires	\$15	n/a
Eviction (Writ of Possession)	\$35	\$35	Summons & Complaint	\$35	\$35
Execution, Writ of	\$35	\$35	Summons & Petition	\$35	\$35
Federal Court Process (government)	No Charge	No Charge	Summons/Juror	n/a	n/a
Federal Court Process (Individuals)	\$35	\$35	Support Affidavits and/or Notices	No Charge	No Charge
Finger Print Cards (each)	\$20	\$20	Temporary Restraining Order	\$20	No Charge
Garnishment (all types)	\$35	\$35	Tenant 3-day Notice	\$35	\$35
Incident Reports	\$.10/Page	n/a	Three Day Notice Quit/Rent	\$35	\$35
Injunction & Injunction Pendente Lite	\$35	\$35	Three Day Notice to Quit	\$35	\$35
Interim Return	n/a	\$15	Undertaking/Bond	\$35	\$35
Keeper's Receipt	n/a	n/a	VIN Inspection	\$5	n/a
Moving & Storage	\$3,000 min	n/a	Warrant Bench (Civil)	\$25	\$25
Not Found Return	\$35	\$35	Warrant of Distrain	\$35	\$35
Notice of Entry of Sister State	\$35	\$35	Writ & Undertaking	\$35	\$35
Notice of Levy	\$35	\$35	Writ (All Types)	\$35	\$35

Final 2016 rates for Regence Innova Plan Option #1 + Buy Down Account

2016 RATES	2016 Regence Premium (Option #1)	2015 Regence Premium	% increase in Regence Premium	Amount for Buy Down*	TOTAL MONTHLY COST	Cost for EMPLOYEE Insurance (Regence + Buy Down)	Cost for DEPENDENT Insurance (Regence + Buy Down)	Amt paid by employee for employee (5%)	Amt paid by employee for dependents (55%)	2016 Total paid by employee	2015 Total paid by employee	Total paid by County	Monthly change for employee	% change in amount paid by employee
Employee	370.60	344.60	7.5%	100.00	\$470.60	\$470.60	\$0.00	\$23.53	\$0.00	\$23.53	\$41.69	\$447.07	-\$18.16	-43.6%
Employee + Spouse	879.90	802.60	9.6%	79.00	\$958.90	\$470.60	\$488.30	\$23.53	\$268.57	\$292.10	\$283.69	\$666.81	\$8.40	3.0%
Employee +1 child	529.50	492.50	7.5%	140.00	\$669.50	\$470.60	\$198.90	\$23.53	\$109.40	\$132.93	\$129.09	\$536.58	\$3.84	3.0%
Employee +2 child	704.40	655.00	7.5%	144.00	\$848.40	\$470.60	\$377.80	\$23.53	\$207.79	\$231.32	\$224.51	\$617.08	\$6.81	3.0%
Family w/1 child	1,106.10	1,009.30	9.6%	65.00	\$1,171.10	\$470.60	\$700.50	\$23.53	\$385.28	\$408.81	\$396.83	\$762.30	\$11.98	3.0%
Family w/2+ child	1,106.10	1,009.30	9.6%	99.00	\$1,205.10	\$470.60	\$734.50	\$23.53	\$403.98	\$427.51	\$414.98	\$777.60	\$12.53	3.0%

Buy Down amounts were arbitrarily adjusted so that increase paid by each employee = 3%

2016 BUY-DOWN ACCOUNT	Amount into Teton County Buy Down Account	Amount paid to Regence	Balance for Buy Down	Paid out for Life Insurance	Paid out for Dental Insurance	Paid out for Admin Fee	2016 Balance in Buy Down to buy down deductible	2015 Balance in Buy Down to buy down deductible	Enrollment on 9-30-15	Monthly increase in amount for buy-down vs. 2015
Employee	470.60	370.60	100.00	\$5.84	17.87	\$4	\$72.29	\$55.29	19	\$323.00
Employee + Spouse	958.90	879.90	79.00	\$5.84	17.87	\$4	\$51.29	\$37.29	8	\$112.00
Employee +1 child	669.50	529.50	140.00	\$5.84	17.87	\$4	\$112.29	\$66.29	3	\$138.00
Employee +2 child	848.40	704.40	144.00	\$5.84	17.87	\$4	\$116.29	\$77.29	6	\$234.00
Family w/1 child	1,171.10	1,106.10	65.00	\$5.84	17.87	\$4	\$37.29	\$36.29	4	\$4.00
Family w/2+ child	1,205.10	1,106.10	99.00	\$5.84	17.87	\$4	\$71.29	\$69.29	13	\$26.00
				These rates for 2016 are unknown				53		

County's monthly cost per employee	County's annual cost per employee	County's annual cost for all currently enrolled employees	Enrollment on 9-30-14	County's annual cost if 9-30-14 employee count
\$447.07	\$5,365	\$101,932	24	\$128,756
\$668.11	\$8,017	\$64,138	8	\$64,138
\$538.33	\$6,460	\$19,380	5	\$32,300
\$618.38	\$7,421	\$44,523	8	\$59,364
\$763.60	\$9,163	\$36,653	5	\$45,816
\$778.90	\$9,347	\$121,508	10	\$93,467
		\$388,133	60	\$423,841
<i>Amount in FY 2016 budget = \$445,200</i>				

From: [Travis Argyle](#)
To: [Mary Lou Hansen](#)
Cc: [Janette Burr](#)
Subject: Teton County Dental
Date: Monday, October 19, 2015 10:55 AM

Hi Mary Lou,

Got Counties dental renewal from Met Life and it is 11%, or about \$4.00 increase per month per employee. We are working on putting it out to bid to look for other options and will be in touch. Any questions please let me know.

Thank You,

Travis Argyle

208-529-3541

Fax- 208-529-4698

Toll free- 877-878-3541

<http://argyleinsurance.com/>



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Board of Teton County Commissioners

MINUTES: October 13, 2015

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

- 9:00 AM Meeting Called to Order - Bill Leake, Chair (*Amendments to Agenda*)
- TREASURER Beverly Palm - Quarterly Report
TETON VALLEY BUSINESS DEVELOPMENT CENTER - Quarterly Report
- 9:30 AM **Open Mic** (*proceed to next agenda items if no speakers*)
- DEPARTMENT BUSINESS**
- PUBLIC WORKS - Darryl Johnson, Public Works Director
1. Solid Waste - Saul Varela, Supervisor
 - a. Landfill Cap Update
 - b. Solid Waste & Recyclable Collection Ordinance
 - c. Household Waste Minimum Fee Update
 2. Road & Bridge - Clay Smith, Supervisor
 3. Engineering
 - a. W6000S Update
 - b. LHTAC Local Rural Highway Investment Program
 4. Facilities Manager/Engineering Tech hired
- PLANNING & BUILDING - Jason Boal, Planning Administrator
1. Solid Waste User Fee
 - a. Process of Combining Lots for Solid Waste User Fee
 - b. Press Release and Fact Sheet
 2. Long-Range Projects
 - a. Land Use Code Revision Process
 3. Fiscal Year End Reports
 4. Recreation Planner Position
 5. Law Enforcement Center Art Display
- EMERGENCY MANAGEMENT/IT - Greg Adams
- 11:45 AM TETON COUNTY SEARCH AND RESCUE - Snow machines
- 12:00 PM ELECTED OFFICIAL & DEPARTMENT HEAD MEETING
- ADMINISTRATIVE BUSINESS** (*will be dealt with as time permits*)
1. Approve Available Minutes
 2. Other Business
 - a. Animals at Large Discussion Relative to County's role
 - b. Communication Efforts, Mtg Postings & Public Information
 - c. Policies Review
 - d. Bond Language for Exclusive Waste Hauler Agreement
 - e. Sheriff's Contract with the City of Driggs
 - f. Idaho's Congressional Delegation From Healthy Forests
 3. Committee Reports
 4. Claims
- 1:00 PM REGIONAL DIRECTORS FOR CONGRESSIONAL DELEGATION
- 2:15 PM AMERICAN INSURANCE - Employee Insurance Renewals
- 3:15 PM AMBULANCE SERVICE DISTRICT
1. Approve Available Minutes
 2. Status of contract between TVHC and Fire District

ADJOURN

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel, Kelly Park

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen, Prosecutor Kathy Spitzer, Assessor Bonnie Beard, Treasurer Bev Palm

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

TREASURER

● **MOTION.** Commissioner Riegel made a motion to approve the Treasurer's quarterly report showing cancellation of \$10.34 in late charges for two taxpayers. Motion seconded by Commissioner Park and carried unanimously. (Attachment #1)

TETON VALLEY BUSINESS DEVELOPMENT CENTER

Executive Director Brian McDermott reviewed his quarterly report (Attachment #2). The TVBDC office is moving into the Geotourism Center, which will save \$600 per month rent. Mr. McDermott said Chairman Leake is leading the TVBDC, Teton Valley Chamber of Commerce and Geotourism Center through an organizational review which includes sharing budget and financial information and discussing the priorities of each entity. This may result in the relocation of the Chamber offices; they currently pay \$800 per month in rent.

Chairman Leake said the Board included \$10,000 in the county's FY 2016 budget for implementation of the tourism component of the county's Economic Development Plan and asked how that money could be used most effectively. Mr. McDermott suggested the county have a single point of contact, TVBDC, for implementation of the Plan and then let TVBDC contract with the Chamber for tourism-related activities. This would require modification of the current MOU between the County and TVBDC. Mr. McDermott explained that the Chamber receives about \$50,000 worth of grants each year that can only be used for tourism-related advertising, not for overhead expenses. This leaves the Chamber critically short of administrative funding. Therefore, he said the county's \$10,000 would most likely be used to help fund the Chamber's administration and management expenses. The Chamber and TVBDC are working to create a Memorandum of Understanding regarding implementation of the Economic Development Plan.

The Board said the \$25,000 budgeted to pay TVBDC for implementation of the Economic Development Plan should be paid in a lump sum at the end of January, similar to how payments are made to other non-profit entities.

OPEN MIC

Shawn Hill, representing Valley Advocates for Responsible Development, spoke in support of expanding the county's communication efforts and encouraged live video streaming of county commission meetings.

Dave Hudasco of RAD said his business remains on schedule for the November 1 waste-hauler transition and will begin distributing new trash cans the week of October 19.

PUBLIC WORKS

The Board reviewed the update memo provided by Public Works Director Darryl Johnson (Attachment #3).

SOLID WASTE. Supervisor Saul Varela reviewed his report, which included annual statistics regarding the volume and type of materials received at the transfer station during the past year (Attachment #4). The transfer station experienced an overall 2% increase in all materials received during FY 2015 as compared to FY2014. The amount of unsorted waste decreased by 63% while recycling and sorted waste increased by 47%. A total of 8,330 tons of all materials were received at the transfer station during the past year. The Board discussed the Driggs Darby Cemetery request to be exempted from paying the \$78 fee assessed for disposal of railroad ties and decided the charge was fair and should be paid.

Mr. Johnson reported that the landfill cap is over 70% complete and should be seeded next week, weather permitting. DEQ recently approved decreasing the number of required lysimeter pads from 3 to 1 (Attachment

#5). Chairman Leake said this demonstrates that efficiencies can be achieved by working with regulators; DEQ originally wanted the county to install up to 10 lysimeter pads.

Prosecutor Spitzer asked the Board to re-approve the county's new Title 4 Chapter Ordinance pertaining to Solid Waste and Recyclable Material collection and hauling. She made the request in order to avoid any possible confusion regarding the Board's September 25 meeting, which was held on Friday rather than the standard Monday meeting.

● **MOTION.** Chairman Leake made a motion to approve adding the new Title 4 Chapter 8 "Solid Waste and Recyclable Material Collection, Hauling, Management, Transportation and Transfer Ordinance" to the Code of Teton County. Motion seconded by Commissioner Park and carried unanimously. (Attachment #6)

The Board reviewed Mr. Johnson's memo regarding the minimum fee for household waste. He said reducing the current \$10 minimum fee to \$5 would have resulted in a \$23,738 decrease in 2015 tipping fees collected. If all household waste were billed at the standard \$76 per ton rate, there would have been a \$29,974 decrease in 2015 tipping fees collected (Attachment #7). Mr. Johnson said reducing the minimum fee to \$5 may cause a slight increase in the number of transactions at the transfer station, but may also decrease the amount of illegal roadside dumping and the amount of contamination found in sorted loads. Mr. Varela said contamination is occurring because folks are hiding their household waste below piles of sorted materials in order to avoid the \$10 minimum fee.

Commissioner Park said he would like the fee to be reduced because it has been very controversial since last year's increase and is a hardship for senior citizens and others on a fixed income.

Commissioner Riegel said recent re-structuring of the county's solid waste fee means that every property owner will pay a fee to cover the cost of the solid waste facilities, regardless of whether they use those facilities. Those who actually produce waste and use the facilities will pay a fee to cover the cost of processing, hauling and disposing of the waste at the Circular Butte landfill. Mr. Johnson said the tipping fees paid to Circular Butte, plus the cost of transporting waste to Circular Butte, totals \$66 per ton. He's not sure what other costs were considered to calculate the \$76 per ton tipping fee being charged for household waste. Chairman Leake said the solid waste fee collected with property taxes should cover the cost of having a solid waste handling system, while tipping fees should cover additional costs which would vary depending upon the volume of waste.

● **MOTION.** Chairman Leake made a motion to set the tipping fee for household waste at \$76 per ton, with a \$5 minimum for up to 130 pounds. Motion seconded by Commissioner Park and carried unanimously.

Chairman Leake said the Madison and Fremont County Commissioners would like to initiate a conversation with Teton County Commissioners regarding possible future alternative waste disposal sites other than the Circular Butte Landfill.

W6000S RECONSTRUCTION. The Board discussed the information provided regarding possible mitigation projects to meet the requirements of the Army Corps of Engineers. Mr. Johnson said the Heimerl project had been recommended due to its relatively low cost. Commissioner Riegel said the Fox Creek re-alignment project would provide benefits in addition to meeting requirements. She said the Board could use two different methods of selecting the preferred mitigation project. The first method would be to choose the least expensive project possible, the other would be to choose a more expensive project that would also provide long term benefits for fish habitat and correct a problem created by the county many years ago. She also mentioned that partnerships and grants may be available to cover these additional costs. The Board asked Mr. Johnson to obtain preliminary cost estimates for the possible mitigation projects for further discussion November 9.

● **MOTION.** Commissioner Park made a motion to approve overnight travel for the Public Works Director to attend the PLSW Technical Session in Casper, Wyoming November 5-6. Motion seconded by Commissioner Riegel and carried unanimously.

PLANNING & BUILDING

PROCESS OF COMBINING LOTS TO REDUCE SOLID WASTE FEES. Administrator Jason Boal reviewed his memo stating that combining parcels would require a boundary line adjustment process (Attachment #9). However, Assessor Beard said that if she receives new deeds with accurate legal descriptions she would combine parcels without requiring a new survey; however she can only combine contiguous parcels. Mr. Boal pointed out that some parcels are currently not legally buildable. He asked whether the County would want to recognize prior building rights after combining lots, or assume that combining lots would erase previous building rights. He pointed out that a property owner choosing to combine parcels in order to pay fewer solid waste fees would only learn how such a lot combination would impact the future number of buildable lots by consulting the Planning Department.

Assessor Beard and Mr. Boal agreed that parcels combined via a survey and boundary line adjustment would require application to the Planning Department. They also agreed that folks should be directed to the Planning Department for information about combining lots. The flyer being created to mail out with the tax notices will identify three possible methods of combining lots: (1) deed; (2) boundary line adjustment; and (3) plat amendment.

The Board discussed whether to reduce the fees being charged for boundary line adjustments and plat amendments and decided to postpone a decision until learning how many folks request such actions. They also decided to schedule a public forum the night of December 14 focused on the fee and to begin using the standardized term "Solid Waste Fee" to align with how the fee appears on the tax notices.

Later in the meeting, the following motion was made regarding the Solid Waste Fee:

● **MOTION.** Commissioner Riegel made a motion to clarify that the Solid Waste Fee should be applied to real property parcels only. Motion seconded by Commissioner Leake and carried unanimously.

OTHER PLANNING BUSINESS. Mr. Boal reviewed annual statistics for his office (Attachment #10). Fifty-seven building permits for single family dwellings were issued during FY 2015, compared to 25 the prior year. The Board discussed the new Recreation Planner job description. Commissioner Riegel said she liked the position description but is not sure if the county is ready to commit to hiring for this position. The Board agreed to discuss it further Nov. 9. Applications were received from several well-qualified people interested in the new Weed Supervisor/Natural Resource Specialist position. Commissioner Riegel will participate in the hiring process.

SEARCH & RESCUE

Commander Kelly Circle was present to discuss the best process to handle surplus property. Idaho Code 31-829 allows the county to trade in personal property if it has greater value as a trade in than if sold at auction. The Board had previously authorized the trade-in of two 2006 snowmobiles toward the purchase of 2 new machines funded by grants and funds raised by the Search & Rescue non-profit entity. Mr. Circle explained that the SAR 501(c)(3) non-profit entity was established to help with grant writing and fundraising but holds no assets other than cash in their bank account. All equipment is titled to the county and insured by the county. The Board asked Mr. Circle to use due diligence when determining appropriate trade-in value for surplus equipment.

ELECTED OFFICIAL & DEPARTMENT HEAD MEETING

Six elected officials and seven department heads discussed issues of mutual concern.

IT, EMERGENCY MANAGEMENT & MOSQUITO ABATEMENT

Coordinator Greg Adams reviewed his report (Attachment #11). He has worked with Dell and JCorp to scan and analyze the county's computer servers and network. Both entities concluded that the county needs about \$25,000 worth of new hardware and software to resolve existing server issues. This is about \$20,000 more than budgeted for such items this year. The Board asked Mr. Adams to provide a detailed list of needed upgrades for review October 26, when the Board will also review the proposed JCorp contract for computer network services.

CONGRESSIONAL DELEGATION

The Board met with Ethan Huffman, Regional Director for Representative Mike Simpson; Amy Taylor, Regional Director for Senator James Risch; and Kathryn Hitch, Regional Director for Senator Mike Crapo. The Regional Directors said their bosses were very interested in learning the opinions and thoughts of local elected officials. Topics discussed included: (1) The possibility of transferring Federal lands into State ownership; (2) Regulations related to sage grouse habitat and waters of the U.S.; (3) Federal funding for the Highway Trust Fund; and (4) the deficit cutting recommendations of the Simpson-Bowles Commission.

EMPLOYEE HEALTH INSURANCE

Travis Argyle of American Insurance presented two Regence renewal options (Attachment #12). Option #1, with no changes to the current plan, will increase premiums by an average of 8.9%. Option #2 would reduce the increase to 6.4%, but would increase the drug co-pay for about half of the employees and dependents. Clerk Hansen said the FY 2016 budget included sufficient funding to cover all but about 3% of the Option #1 increase, but requested additional time to double check her figures. Mr. Argyle said the renewal rates for the county's life insurance and dental insurance plans would be available in early November. He reviewed the county's wellness program for employees and spouses and said that Four Peaks health clinic is now an in-network provider with Regence, although St. John's Hospital in Jackson is not.

AMBULANCE SERVICE DISTRICT

● **MOTION** At 3:15 pm Chairman Leake made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Riegel and carried. (See Attachment #13 for the Draft Ambulance Service District minutes.)

The Board of County Commissioners Meeting resumed at 3:47 pm.

ADMINISTRATIVE BUSINESS

● **MOTION.** Commissioner Leake made a motion to approve the minutes of September 25, 2015. Motion seconded by Commissioner Riegel and carried unanimously.

The Board reviewed the "Public Information Enhancements" memo written by County Executive Assistant Holly Wolgamott (Attachment #14) and asked her to proceed with creation of a Facebook page and Social Media Policy for the county.

● **MOTION.** Commissioner Riegel made a motion to approve a Certificate of Residency for Jenna Burks. Motion seconded by Chairman Leake and carried unanimously.

● **MOTION.** Commissioner Riegel made a motion to approve a minor change to the RAD contract as recommended by the Prosecutor. Motion seconded by Chairman Leake and carried unanimously. (Attachment #15)

● **MOTION.** Commissioner Riegel made a motion to approve the new City of Driggs Additional Coverage Agreement with the Teton County Sheriff, after clarifying the intent of paragraph 2b. Motion seconded by Chairman Leake and carried unanimously. (Attachment #16)

The Board reviewed proposed changes to several policies and requested several additional changes. The policies will be reviewed at the next Elected Official Department Head meeting and be formally adopted November 23.

COMMITTEE REPORTS. Commissioner Park attended the Idaho Housing & Finance conference in Boise which was very informative.

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

FY 2015

General Fund	97,728.53
Road & Brige.....	37,707.19
Court & Probation	5,195.37
Court-Bonds	4,678.50
Elections-State Funds	1,113.98
Solid Waste.....	468,656.48
Weeds	35,343.10
Road Levy	4,663.22
E911	1,732.86
Ambulance	3,986.22
Fairgrounds & Fair	5,045.05
Arena	1,967.42
TOTAL	\$667,817.92

FY 2016

General	14,682.14
Road & Bridge.....	4,518.18
Court-Restitution	3,325.36
Court-Bonds	500.00
Indigent.....	221.17
Solid Waste.....	8,277.81
Tort	61,973.55
E911.....	4,384.65
Ambulance.....	38,767.00
Mosquito.....	21,955.33
Fairgrounds & Fair	108.63
Impact Fees-EMS Facilities.....	3,740.00
TOTAL	\$162,453.82

● **MOTION.** At 6:38 pm Chairman Leake made a motion to adjourn, seconded by Commissioner Riegel and carried.

Bill Leake, Chairman

ATTEST _____
Mary Lou Hansen, Clerk

- Attachments: #1 Treasurer’s quarterly report
#2 Teton Valley Business Development Center quarterly report
#3 Public Works update
#4 Solid Waste update
#5 DEQ approval of lysimeter request
#6 Title 4 Chapter 8 Solid Waste & Recyclable Material Collection, Hauling Management . . .
#7 Household Waste minimum fee evaluation
#8 W6000S mitigation projects
#9 Parcel combination memo
#10 Annual building and planning department statistics
#11 Emergency Management, IT and MAD monthly report
#12 Health Insurance renewals
#13 Draft minutes of October 13 meeting of Ambulance Service District
#14 Possible public information enhancements
#15 Minor change to RAD Curbside contract
#16 City of Driggs Additional Coverage Agreement with Teton County Sheriff

Board of Teton County Commissioners

MINUTES: October 21, 2015

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

- 9:00 Meeting Called to Order
1. Solid Waste Fee Discussion
 2. Public Relations Actions for Solid Waste Fee
-

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel, Kelly Park

OTHER ELECTED OFFICIALS & DEPARTMENT HEADS PRESENT: Clerk Mary Lou Hansen, Prosecutor Kathy Spitzer, Assessor Bonnie Beard, Treasurer Bev Palm, Public Works Director Darryl Johnson, Planning Administrator Jason Boal, County Executive Assistant Holly Wolgamott

Chairman Leake called the meeting to order at 9:00 am.

SOLID WASTE FEE

The group discussed the Solid Waste Paper written by Chairman Leake summarizing his understanding of the options available to the Board for collection of solid waste fees as allowed by Idaho Code 31-870(2) and 31-4404(2) and 63-1311. Prosecutor Spitzer has reviewed the document and said it accurately reflects her legal interpretation of the applicable statutes. She said the county's previous method of charging Solid Waste Fees only to parcels with residential or commercial buildings was not proper because it resulted in a fee being assessed on only a portion of the county's real property parcels (5,700 out of about 14,000). Prosecutor Spitzer believes that a fee charged pursuant to 31-870(2) must be applied to all parcels equally. (Attachment #1)

In order to understand the impact of a uniform \$60 per parcel fee, Assessor Beard had prepared a list of the ??? property owners with 10 or more parcels (Attachment #2). The single owner of the most parcels is Huntsman Springs with 195 parcels. The group discussed whether there could or should be an exemption, or maximum per property owner, to help mitigate the impact of the \$60 fee on owners of with multiple parcels. The group concluded that Idaho law does not allow for any such mitigation.

The Board verified the accuracy of their October 13 motion stating that the Solid Waste Fee should be applied to all real property parcels. They also verified that there was no change to the group understanding of the three possible methods of combining parcels, including common area parcels within platted subdivisions. The three methods of combination include: (1) deed; (2) boundary line adjustment; and (3) plat amendment.

PUBLIC OUTREACH

The group discussed how to best make the public aware of the Solid Waste Fee changes that will appear on this year's tax notices, which will be mailed by November 23. It was agreed that a press release should be published as soon as possible, followed by an opinion piece written by the Board, another written by the Public Works Director and ad about the Public Forum. A Frequently Asked Questions document will be prepared, a public forum will be held the evening of Wednesday, December 2 and an informational flyer will be mailed with the tax notices. All this information will also be made available on the county's website.

● **MOTION.** At 10:12 am Commissioner Park made a motion to adjourn, seconded by Commissioner Riegel and carried.

Bill Leake, Chairman

ATTEST

Mary Lou Hansen, Clerk

Attachments: #1 Bill Leake's Solid Waste Paper
#2 Assessor's list of owners of more than 10 real property parcels

2016

TETON COUNTY
STATE OF IDAHO

No. 9

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT _____
doing business as _____
at _____
TETON ARTS COUNCIL

_____ 7TH ANNUAL SOUPER BOWL
_____ 60 S MAIN ST. DRIGGS. ID 83422
a(n) _____ INDIVIDUAL _____, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Teton County Courthouse, Driggs, Idaho.

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	10.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor-	0.00
Retail Wine	0.00
Wine by the Drink	10.00
Special Wine (Sunday)	0.00
TOTAL FEE:	20.00

(SEAL)

Clerk of the Board of County Commissioners

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 11/12/2015.

Witness my hand and seal this 26th day of October, 2015.

Chairman

Commissioner

Commissioner