

Sheriff - SAR  
Request



## Memo

**To:** Teton County Commissioners  
**From:** Commander Paul D Bruno  
Teton County Idaho Search and Rescue  
**Date:** 12-9-2013

**Re:** Search and Rescue QRU Truck Grant from the State of Idaho

Commissioners, I would like to inform you that Teton County Search and Rescue has been awarded a grant for a new light weight rescue pickup truck with a rescue bed and first responder's package. The new vehicle will be used for all search and rescue operations and will be classified as the new QRU (Quick Response Unit) for the SAR team.

The truck will cost well over \$50,000 so a formal, sealed bid process is required; we are following the state codes and proceeding with the bidding process. The deadline for bids will be December 26 at 5:00 pm and we will open the bids on December 27 at 9 am. Funding for the vehicle will be provided by a \$59,000 State of Idaho EMS level III grant plus a \$14,000 donation from the Teton Springs Foundation. We need to obligate the State grant funds by December 31.

Therefore, I am requesting your pre-approval to award the truck contract to the low bidder after the December 27 bid opening.

Thank you,  
Paul D Bruno, Commander  
Teton County Idaho Search and Rescue

### Teton County Search & Rescue is accepting bids for a Light Rescue Vehicle

Vehicle specifications are as follows.

CHASSIS 2012 or Newer Superduty  
Dual Rear Wheel  
CAB 4-door, crew cab  
176" Wheelbase  
60" Cab-to-Axle

Rescue Bed (see website for complete details)

Emergency Lighting Kit (see website for complete details)

Complete details and specifications may be obtained at the office of the County Clerk, or downloaded from [www.tcisar.org](http://www.tcisar.org) or by calling Paul Bruno at 307-413-0593

Bids must be received at the Teton County Clerk's Office, 150 Courthouse Drive #208, Driggs, ID 83422 no later than 5 pm on Thursday, December 26,

Bids will be opened at 9:00 am on Friday, December 27 in the Commissioners' Meeting Room at the County Courthouse.





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**FROM:** Planning Staff, Jason Boal  
**TO:** Board of County Commissioners  
**RE:** Planning Department Update  
**DATE:** December 18<sup>nd</sup>, 2013  
**MEETING:** December 23<sup>th</sup>, 2013

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**FOR YOUR INFORMATION:**

**Planning**

**Long-range Projects:**

- Process for Teton County Development Code revisions (Attached Document)
- P&Z has started Development Project by prioritizing the action items in the Comprehensive Plan.

**Short-Range:**

**Conditional Use Permits:**

- National Outdoor Leadership School will go before the P&Z Commission on January 14th.

**Permits:**

Planning:

- 1 BA approved, waiting for docs
- 1 BA pending

**Committees:**

12/17- HUD Consortium meeting –Jan Brown would like to come give an update on the Multi-modal project

**General Procedure:**

- “What is happening in your neighborhood” map on our website
- Flow charts, outlining the application/approval process, are nearly completed for each application.

## **Process for Teton County Development Code revisions:**

There are two major parts of the Development Code (Titles 8 & 9) revision:

- 1) reviewing/changing the text of the Development Codes (this may include additions, deletions, and revisions)
- 2) A revision of the Teton County Zoning Map

The benchmarks of the process are as follows:

**1. Project Kick-Off and Orientation (December 2013)** This phase is where the Teton County Planning & Zoning Commission (P&Z) will familiarize themselves with the Comprehensive Plan, the existing Development Codes and other zoning examples available.

**2. Issue Identification (January-March 2014)** During this phase P&Z will review the Comprehensive Plan's Action Items to determine which items are of the highest priority moving forward. This will include scoring a list of action items from the Comprehensive Plan and discussing the "rankings" to create a master list.

**3. Existing Development Codes Analysis (January-March 2014)** At the same time P&Z is identifying issues they will be analyzing the current Development Codes. This will include a thorough evaluation of the current code and related regulations: the subdivision regulations, zoning district, overlay zones and uses. The analysis of the Comprehensive Plan and the current codes will result in a report that will be presented to the BOCC and the public.

**4. Public Outreach (March-April 2014)** It will be key to work closely with the public throughout this whole process of revising the Development Code. However, once P&Z has create the specific report in step #3 specific outreach meeting will be scheduled. P&Z will work with citizens to identify their main issues and problems associated with the current Development Codes, through a variety of outreach methods, including interviews and community meetings.

**5. Outline of new Development Code (May-June 2014)** The organization, implementation tools and format of the new Code will be determined, based on a review of similar models and the findings from the previous phases. An outline will be prepared that includes:

- an overview of the organization of the Code
- descriptions of all zoning districts
- recommendations for revisions to related ordinances (subdivision, urban design, etc.)
- examples of what outcomes are desired from the Code that highlight the action items from the Comprehensive Plan.

**5. Code Drafting (July- August 2014)** It is hoped that the outline developed above can be conveyed to Code Studios for their assistance in drafting a new Teton County Development Code. We anticipate it being an iterative process, working from the outline to more detailed code language and illustrations. P & Z C will be asked to periodically review and comment on drafts for specific sections. Drafts should be annotated to highlight the differences between existing and revised standards, explain the reasoning behind specific changes, and identify issues or questions that still need to be addressed.

As part of this task, draft sections of the Code will be "test-mapped" by applying new district regulations or standards to specific projects and/or locations within the County. Drafts will be adjusted as necessary based on the results of the test mapping process.

Both new and revised sections will need to be packaged into a single coherent and readable document, with consistent format, table numbering and cross-references. The complete draft will go through public and commission/board review prior to adoption.

**6. Development Code Revisions, Adoption and Implementation (August-November 2014)** The new Development Code text will be adopted in advance of the zoning map, but will not be applied until the map is adopted. The Code will go through the public hearing process.

**7. Draft Zoning Map (December 2014- February 2015)** The Zoning Map will be updated with the use of the County's Geographic Information System (GIS) to compare proposed map changes to existing land uses, lot sizes and other conditions. A goal of the process is to minimize the creation of nonconformities (uses that would have been allowed under the previous standards but not under the new ones) and to match new or revised districts to existing or improved land use patterns, consistent with the Comprehensive Plan.

**8. Zoning Map Revisions, Adoption and Implementation (March-May 2015)** The review process will involve presentations to the public, and then an official public hearing before the P & Z C prior making a recommendation to the BOCC.

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
FOR RIVER RIM RANCH DIVISION II- PLANNED UNIT DEVELOPMENT**

This Amended and Restated Development Agreement for River Rim Ranch Division II Planned Unit Development (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between Teton County (the "County") and Big Sky Western Bank (the "Owner" which term shall include any successors and assigns of the Owner to the ownership of River Rim Ranch PUD) (collectively referred to herein as the "Parties").

STIPULATION OF FACTS

- A. This Agreement pertains to Division II of the River Rim Ranch Planned Unit Development ("River Rim") which was approved by the County and recognized as a master planned unit development.
- B. On July 27, 2006, a Development Agreement for Division II was made between West Rim LLC ("West Rim") as developer and the County. The Development Agreement was recorded on August 7, 2006, as Teton County Recorder's Instrument No. 179247.
- C. On or about June 30, 2009, the Owner acquired River Rim Ranch property (the "Project") from West Rim pursuant to a non-merger Warranty Deed in Lieu of Foreclosure recorded on July 14, 2009, as Teton County Recorder's Instrument No. 205788.
- D. The 2006 Development Agreement was amended by: (i) that certain Amendment to Recorded Development Agreement for the River Rim Ranch - Division II Planned Unit Development, dated November 18, 2011, recorded on December 13, 2011, as Teton County Recorder's Instrument No. 220042 (the "2011 Amendment"); (ii) that certain Administrative Amendment to Development Agreement for River Rim Ranch Division II Planned Unit Development, dated May 14, 2012, recorded on May 17, 2012, as Teton County Recorder's Instrument No. 222136 (the "Administrative Amendment"); and by (iii) that certain Administrative Amendment to Development Agreement for River Rim Ranch Division II Planned Unit Development, dated November 13, 2012, recorded December 14, 2012, as Teton County Recorder's Instrument No. 225471 (the "Second Administrative Amendment"). Unless specifically indicated otherwise, the 2006 Development Agreement as amended by the 2011 Amendment, the Administrative Amendment, and the Second Administrative Amendment are collectively referred to herein as the "Prior Development Agreements."
- E. The Owner and the County hereby amend and restate the Prior Development Agreements into this Agreement. This Agreement shall supersede and replace the Prior Development Agreements. Provisions contained in the Prior Development Agreements that are no longer applicable are not included in this Agreement.

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby stipulate and agree as follows:

1. **Subdivision Description.** This Development Agreement pertains to and includes that property which is designated and identified as River Rim Ranch Division II (Div. II), which includes Phase I (consisting of Phases 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H and 1I, 1J, 1K, and 1L,) and Phases II, III, IV, V and VI, as described in the Illustrative Master Plan attached as **Exhibit A** and incorporated herein by reference.
  
2. **Division II Phase I.** The Division II Phase I phases are amended and restated as more specifically described below and in the Exhibits attached hereto and incorporated herein by reference.
  - (a). **Lot/Unit Reduction/Redistribution.**
    - (1) The number of units in Division II Phase I shall be reduced by 3 units<sup>1</sup>
    - (2) The Lots/Units are restated as follows:
      - (A) Tract A. The 20 lots for cluster cabins will be converted to lots for eight single family residential units.<sup>2</sup>
      - (B) Tract B. The lots for 24 cluster cabins will be converted into lots for ten single family residential units.
      - (C) Tract E. (Teton Rim Golf Village). This tract will be converted into 12 residential lots.
      - (D) Tract G. The Operation and Maintenance lot ("O&M lot") will be converted into 3 single family residential lots.
      - (E) Lot 1B/Block 5 (North). Addition of one lot from current open space.
      - (F) Block 6 (South). Addition of 6 lots converted from a portion of the current proposed driving range.

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<sup>1</sup> Of the 360 units originally approved, 155 units have been sold.

<sup>2</sup> The River Rim Master Plan was originally approved for a maximum of 578 units with a minimum of 2700 acres of open space. Prior Amendments eliminated 20 cluster units from Tract A. An additional 30 condominium units were to be permitted in Block 1 following the construction of a golf course.

(G) West Rim Village (Block 1).

(i) Incidental Uses are:

(I) Fire Substation: Lot No. 1 (6 acres). Two of the six acres in the Southwest corner of Lot 1, Block 1 will be platted (Lot 1A) as an additional lot and reserved for a possible Teton County Fire District Substation. If no fire substation is constructed by December 31, 2026, the reservation shall be withdrawn and the lot returned to the then current owner of Lot 1.

(II) Other allowed incidental uses:

- Real Estate Office;
  - Property Management Office;
  - Existing Agricultural Buildings;
  - Existing Storage;
  - Brent Hoopes Residence;
- All of the above incidental uses will be allowed to be constructed and operational upon recording of the Division II Phase I Final Plat.

(III) Incidental Use Calculations:

- Up to a maximum of 2% of the Development Land Area (final platted) is the basis for allowable Incidental Use Area within:
  - West Rim Village (Block 1) – Lots 1-8
  - Golf Village (Tract E)
- For the purpose of this Agreement, “Development Land Area” shall include all platted and developed lots eligible to apply for building permits within Division II of the River Rim Ranch Master Plan PUD associated with the construction of single family residential units as well as all platted lots that allow incidental commercial uses; but shall not include open space lots or utility lots.

- As of the date of this Agreement the existing (platted) and future Development Land Areas are calculated in the following table for the River Rim Master Plan:

		<b>Maximum Allowable 2% Incidental Use Area, Acres</b>		
<b>Division-Phase</b>	<b>Development Acres</b>	<b>Existing (Platted)</b>	<b>Future Phase</b>	<b>TOTAL</b>
II-1	528.41	10.57		10.57
II-2	189.46		3.79	3.79
II-3	55.66		1.11	1.11
II-4	63.80		1.28	1.28
II-5	59.53		1.19	1.19
II-6	169.79		3.40	3.40

which calculation allows a maximum of 10.56 acres of incidental use area currently and up to a maximum of 21.33 acres of incidental use area in the future.

- Incidental uses within either or both Block 1 and Tract E shall not exceed a total of 2% of the Developed Land Area with the provision that existing platted lots within Block 1 shall be grandfathered based upon prior approvals.
- (b) **Tract I** shall be used as an ongoing farm and farming operation (i.e. crops, barns, potato cellars, etc.). There may be only one residential unit on Tract I.
- (c) **Utility Stubs and Extensions.** Utility stubs and extensions from existing infrastructure to Tract A (8 single family lots), Tract B (10 single family lots), Tract E (12 lots), Tract G (3 lots), Lot 1B/Block 5 (north) (1 lot), and Block 6 (south [6 lots]) shall be completed in any order on or before the earliest of: (i) completion of road paving in Phase I; (ii) issuance of building permits for any of these lots or tracts; or (iii) December 31, 2016.
- (d) **Block 10 Lots 1-4.** A fire suppression and hydrant(s) for Lots 1-4 in Block 10 shall be completed on or before the earliest of: (i) December 31, 2016; or (ii) issuance of building permits for any lot. No building permits

will be issued until all the fire suppression systems are approved and accepted by the Teton County Fire Marshall.

- (e) **Reclamation of Golf Course area (Tract J).** The golf course area which is open space Tract J (about 270 Acres) of Phase I, shall be reclaimed to agricultural land and native grasses along with the construction of an internal trail system, and water features (the “Reclamation”). The Reclamation shall be completed on a phased plan as follows:

Description	Date
Weed eradication	Summer 2013 (ongoing program)
Site grading/top soiling	Fall 2014
Agricultural practices	Spring 2015 (continued in future years)
Native grass seeding	Fall 2014
Trail system	Fall 2016
Water features/ponds	Fall 2016

- (i) Option to construct golf course. The Owner, or Property Owner’s Association (“POA”), if applicable, shall retain the option to construct a golf course until December 31, 2026.
- (ii) Golf Area Landscape Restriction Plan, Maintenance/Weed Management Plan. The 270-acre golf course interim open space area (Tract J) integrates a return to the agricultural context from which the golf course was originally developed, along with additional amenities for River Rim residents. The long-term concept is to maintain approximately 50% of the open space area in native grasses, and allow for establishment of the native shrub community, similar to the processes observed on neighboring CRP fallow croplands. The native grass/shrub community is a landscape detail that is borrowed from the final landscape design of the golf course. Native cover will be maintained throughout the golf course, with the ultimate goal of cutting tees, greens and bunkers out of the native grass/shrub areas, while preserving the outlying native plant communities in perpetuity. For this reason a native grass seed mix has already been developed by a specialist, derived from the seed-basis of native plants in proximity to the River Rim PUD project area (Table 1). Areas will be seeded with this mix, fertilized as needed, and areas reseeded as necessary to achieve a continuous native grass coverage.

Table 1. Native grass seed mix for the River Rim Division II, Phase 1 West Rim Area.

Variety	Percent Stand
Goldar Bluebunch Wheatgrass	35
Joseph Idaho Fescue	20
Sodar Streambank Wheatgrass	15
Magnar Basin Wildrye	10
Prairie Junegrass	10
Sherman Big Bluegrass	5
Sandburg Bluegrass	5

The remaining area of approximately 40% of the upland area that constitutes fairways, roughs, and golf course perimeter have been earmarked for agricultural uses. The ultimate cultivated crop will be determined by the lessee; however, either dryland wheat or barley can be anticipated. Other portions of River Rim Open Space are currently managed in this way, with lessees maintaining open space as developed agricultural plots yielding crops. From the standpoint of noxious weed eradication, either application will provide a means to curb the invasive species that have taken hold in areas of the golf course. The best long-term control technique for reducing exotic plant invasions is to establish diverse and continuous native vegetative cover. However, spot herbicide spraying of weeds will be necessary for several years prior to establishment of native plant communities. A planted cover crop, either native or grain, with concurrent applied weed control in the form of target spraying (which is ongoing throughout River Rim at present) uses competition from preferred species to control expansion of invasive plants. All details with regards to open space management, weed treatment, and agricultural leasing shall be the responsibility of the Owner.

(f) **Road Improvements.**

- 1) County Road 9400 West. The relocation and widening of the County Road 9400 West to a 22 foot surface (local road standard as defined by the Teton County Highway Design Guidelines) shall be completed from Highway 33 to the southwest corner of Division II Phase I to Teton County crushed gravel standard by December 31, 2014. All lots in Division II Phase I shall be eligible for sale following construction and County acceptance of the County Road.

2) West Rim Loop Road. The West Rim Loop Road and the roads in Block 1 shall be completed to Teton County crushed gravel standards on or before December 31, 2016, or prior to the issuance of any building permits.

(3) **Road Paving.**

1) Loop Road. Asphalt paving of the Loop Road shall be completed by December 31, 2026, or when 30 residential building permits are issued within River Rim, whichever is sooner.

2) Turning Lanes. Asphalt paving for the turning lanes on State Highway 33 (main entrance) shall be completed by either December 31, 2026; mandate of the Idaho Transportation Department; the issuance of 30 building permits in Division II Phase I; or when the Average Daily Traffic (ADT) exceeds 200 ADT, whichever is sooner. The North and West entrance turning lanes will not be required prior to additional commercial development to West Rim Village area after the date of this Agreement.

(g) **Future Wastewater Modules**. As of October 2010, River Rim Ranch completed the first 30,000 gallons per day capacity module of a wastewater pre-treatment system which includes primary and backup leachfields with a total combined capacity of 60,000 gpd. The wastewater pre-treatment system is designed to be enlarged to 120,000 gallons per day with a total of four (4) 30,000 gallon per day pre-treatment modules, which units are designed to reduce the overall nitrogen concentrations in the effluent discharged to the leachfields. Construction of an additional module will be determined from an analysis, to be reviewed and approved by the Idaho DEQ and Teton County, of the actual maximum daily flow in comparison with the number of units constructed and occupied, when the flow reaches 50 percent of the designed capacity, or about 15,000 gpd for the first phase. From this analysis, a determination will be made of the number of units using the system that would result in a maximum day flow of not more than 80 percent or 24,000 gpd of design capacity. The Owner (or POA) shall be required to commence construction of the next treatment module once the projected number of units that would consume 80 percent of design capacity exist. The Owner shall provide annual reports of the measured flow entering the waste water facility no later than February 1<sup>st</sup> of the year to both the DEQ and Teton County.

Payment for an additional wastewater module will be paid by purchasers of building units on a pay for use fee basis assessed at the time applications for building and occupancy permits are filed for new building units and these payments will be deposited into an escrow account for

construction of a new module (the “Wastewater Escrow Account”). County approval must be obtained by Owner (or POA) before any funds can be withdrawn from the Wastewater Escrow Account. The future wastewater module construction shall be based upon measured flow and not associated with a specific development phase. Failure to complete the next module of the pre-treatment system in accordance with this requirement shall result in the withholding of any new building or occupancy permits by Teton County until the additional module is in operation. The County shall retain the right to withhold building permits or occupancy permits if there is substantial reason to believe that the capacity of the treatment facility will be exceeded or negatively impacted by excessive flows.

Due to the likelihood that a new wastewater treatment module will not be required for ten years or longer, in lieu of a letter of credit, the Bank agrees to establish and maintain an escrow account whereby tap fees collected at the time a building permit is issued will be set aside for use in the construction of the next module. The escrow account will be managed by the Owner or by an existing POA. An initial tap fee amount of \$7,500 per residential unit, or the equivalent flow, shall be required, which fee shall be adjusted from time to time to insure adequate funds for the construction of the next module in accordance with this section of the agreement.

- (h) **Letter of Credit.** The Owner will provide to the County an updated Letter of Credit in an amount equal to one hundred twenty-five percent (125%) of the engineers estimated costs for construction of each of the improvement/infrastructure items described in this Agreement. The estimated costs, on a line item basis, and a description of the items excepted from coverage under the letter of credit, is attached hereto as **Exhibit B and incorporated herein by reference.** The letter of credit shall be provided at or before the recordation of the final plat.
  
- (i) **County Acceptance of Completed Infrastructure.** The Owner may submit a request to the County for approval of completed infrastructure on a line-item basis as completions are accomplished. The Owner shall also provide documentation from an Idaho Registered Engineer certifying that the improvements have been completed in general compliance with the design. Upon the County’s acceptance of the infrastructure, the County shall provide written acceptance of the completed infrastructure and release any letter of credit, or portion thereof, for that specific infrastructure/line-item. The County shall retain for draw on the letter of credit twenty-five percent (25%) of the amount of the original line item until acceptance of the entire phase associated with a specific infrastructure line item and the one year warranty period for the entire

phase has expired, at which time said amount will be released from any letter of credit to the Owner.

- (j) **Phasing Plan.** A proposed phasing plan for the completion of infrastructure within Division II Phase I as described in the preceding paragraphs is attached hereto as **Exhibit C, and incorporated herein by reference.**
3. **Division II Phase II (Norman Ranch/Western Highlands).** Division II Phase II will be reduced by 25 lots (about 215.23 acres of development area) (See **Exhibit A**). On or about November 1, 2012, the Owner sold the Norman Ranch/Western Highlands to Teton River Farms, LLC, a Colorado limited liability company. The sale is evidenced by a Purchase and Sale Agreement (“PSA”) and by that certain Fourth Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for River Rim Ranch made effective as of November 1, 2012, and recorded on November 1, 2012, as Teton County Recorder’s Instrument No. 224816 (the “Fourth Supplement to the CC&Rs”). Under the PSA and the Fourth Supplement to the CC&Rs, and notwithstanding said sale, except for being excluded from the Common Interest Community and from the Master Association for assessments, the Norman Ranch/Western Highlands is subject to this Agreement, the CC&Rs and the design/property use restrictions contained in the CC&Rs.
4. **Division II Phase III (Central Plateau).** Division II Phase III will be reduced by 11 lots (about 56.84 acres of development area) (See **Exhibit A**). On or about June 5, 2012, the Owner sold the Central Plateau to Teton River Farms, LLC, a Colorado limited liability company. The sale is evidenced by a Purchase and Sale Agreement (“PSA”) and by that certain Third Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for River Rim Ranch made effective as of June 5, 2012 and recorded on June 7, 2012, as Teton County Recorder’s Instrument No. 222479 (“Third Supplement to the CC&Rs”). Under the PSA and Third Supplement to the CC&Rs, and notwithstanding said sale, except for being excluded from the Common Interest Community and the design/property use restrictions contained in the CC&Rs, the Central Plateau is subject to this Agreement and the CC&Rs.
5. **Division II Phase IV (West Plateau).** Division II Phase IV will be reduced by 17 lots (about 132.91 acres of development area) (See **Exhibit A**). On or about January 4, 2012, the Owner sold the West Plateau to John Clint (Jack) Hoopes and Lorna Hoopes, husband and wife (“Hoopes”). The sale is evidenced by a Purchase and Sale Agreement (“PSA”) and by that certain Second Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for River Rim Ranch made effective as of January 4, 2012 and recorded on January 6, 2012, as Teton County Recorder’s Instrument No. 220365 (“Second Supplement to the CC&Rs”). Under the PSA and the Second Supplement to the CC&Rs, and notwithstanding said sale, except for

being excluded from the Common Interest Community, the Master Association assessments, and the design/property use restrictions described in the CC&Rs, the West Plateau is subject to this Agreement and the CC&Rs.

6. **Division II Phase V (North Plateau).** Division II Phase V will be reduced by 18 lots (about 119.19 acres of development area) (See **Exhibit A**). On or about September 28, 2010, the Owner sold the North Plateau to Mark R. Ricks, Chris P. Ricks, Nick Ricks and Sylvia Ricks (“Ricks”). The sale is evidenced by a Purchase and Sale Agreement (“PSA”) and by that certain Amended and Restated Supplement to Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for River Rim Ranch made effective as of September 29, 2010, and recorded on November 29, 2010, as Teton County Recorder’s Instrument No. 214487 (the “Amended Supplement”). Under the PSA and the Amended Supplement, and notwithstanding said sale, except for being excluded from the Common Interest Community, the Master Association assessments and the design/property use restrictions described in the CC&Rs, the North Plateau is subject to this Agreement and the CC&Rs.
7. **Division II Phase VI (South Canyon).** Division II Phase VI will remain at 55 units which is the number of units originally approved in 2006. The open space will be increased from the currently approved 512.7 acres to 522.6 acres resulting in an increase of approximately 10 acres. The width of the wildlife migration corridor will also be increased to a minimum of 1150 feet between building envelopes.(See **Exhibit A**).
8. **Platting and Improvements for Divisions II, III, IV, V and VI.** Division II Phases II-VI improvements shall be completed by December 31, 2026. Division II Phases II-VI are eligible for final platting in accordance with the attached master plan (See **Exhibit A**) so long as this Agreement has not been breached. All subdivision, zoning and other regulations in effect at the time of final plat submittal, which do not conflict with the Master Plan, shall govern. Upon completion and acceptance by the County of public improvements in any given phase, the Plat for that phase may be recorded. Failure to record the plat and complete any improvement in accordance with the timelines in this Agreement shall result in a breach of this Agreement and may result in the vacation or partial vacation of the Master Plan. All final plats must be approved by the Teton County Board of County Commissioners.
9. **Guarantee of Improvements.** The Owner warrants that each completed improvement will operate in accordance with its intended use for one year from the date that improvement is accepted by the County.

10. **Building and Occupancy Permits.** Building permits and certificates of occupancy shall be issued by Teton County in accordance with the Phasing Plan (**Exhibit C**).
11. **Public Benefits.** The following public benefits shall be provided:
  - (a) Acreage adjacent to the Teton River shall be used as an interpretive river park. This park will be located and constructed by the Owner and maintained at the expense of the POA and shall be made available to the public on a reservation basis administered by the POA. A temporary interpretive river park was completed as part of Division I. The permanent interpretive river park will be finished upon completion of the South Canyon Development (Phase VI) described in paragraph 7 above, or December 31, 2026, whichever occurs first.
  - (b) Snowmobile access along County Road 9400West.
  - (c) Owner shall provide a cash sum of \$1,000 per lot at the time of final plat recording of each phase of Division II which will be paid to Teton County, Idaho, for use by Teton County, Idaho, as determined by the Board of County Commissioners.
12. **Order of Completion.** Development of Division II Phases II-VI may be commenced in any order or simultaneously as determined by the Owner once all of Phase I of Division II is complete and accepted by Teton County, including the Reclamation of Tract J (Golf Course area), as described in paragraph 2(e) of this Agreement. The infrastructure of Phases II-VI of Division II must be complete before a plat may be recorded and lots in those phases sold.
13. **Density.** The modifications to density by phase are amended as more specifically described in **Exhibit D** attached hereto.
14. **Voluntary Impact Fee Commitment.** The Owner agrees to provide \$1,000.00 per lot to the County at the time of final plat recording of each phase of Division II.
15. **Inspection.** Representatives authorized by the County shall have the right to enter upon the property at any reasonable time to inspect and determine whether the Owner is in compliance with this Agreement. The Owner shall permit the County and its representatives to enter upon and inspect the property at any reasonable time.

16. **Final Inspection and Approval of Improvements.** The Owner shall notify the County when it believes any improvements have been fully and properly completed and shall request final inspection, approval, and acceptance of the improvements by the County. Upon approval the County shall give its written acceptance of the improvements.
17. **Default.** If the Owner defaults in or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the improvements required by the provisions of this Agreement and such default or failure shall continue for a period of thirty (30) days after written notice specifying the default is deposited in the United States mail addressed to the Owner, without being completely remedied, satisfied and discharged, the County shall have, and the Owner hereby grants to the County, in addition to all other rights afforded to the County in this Agreement and by law, the right, at the County's option, to complete the construction of the improvements or to correct such defect or deficiency. The County may draw on the letter of credit pursuant to the terms of the Letter of Credit and this Agreement, that amount required to complete the improvements on a line-item basis. The County must commence the work within 365 days of drawing the funds from the Letter of Credit. Notwithstanding any provisions in the Letter of Credit or this Agreement, the Letter of Credit shall be automatically extended, renewed and remain binding on owner until such time as the improvements are completed and accepted by Teton County. The County may enforce any other remedy provided by law. These remedies are cumulative in nature. In addition, if the Owner is in breach of this Agreement, that is uncured after any applicable cure period, the most recently approved Master Plan may be vacated for all unplatted phases of the project (Phases II-VI) and all applicable subdivision and zoning regulations in effect at the time shall govern the future use of this land. Prior to the expiration of the time limitations above, and without causing a breach of this Agreement, the Owner may apply to vacate all or a portion of any platted phase or amend the design of the platted lots in accordance with applicable subdivision and zoning regulations.
18. **Liability and Indemnity of County.**
- (a) **No Liability for County Approval.** The Owner acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the improvements or use of any portion of the improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Owner, or any of its successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

(b) **Indemnification.** The Owner agrees to, and does hereby, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the development, construction, maintenance or use of any portion of the improvements and, (2) the performance by the Owner of its obligations under this Agreement and all related Agreements. The Owner further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the improvements provided by this Agreement except where such suit is brought by the Owner. The Owner is not an agent or employee of the County. This indemnification does not extend to claims, costs and liability asserted by the Owner or any third person in the event the County fails in its duties and obligations to Owner or any third person as set forth in this Agreement or by law.

19. **No Waiver of Rights.** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continued waiver unless expressly provided for; nor will the waiver of any such default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to perform any obligation under this Agreement will not constitute the approval of any wrongful act by the Owner or the acceptance of any improvement.
20. **Assignment.** It is expressly agreed that the Owner may assign this Agreement, in whole or in part, to any third party, without prior written consent of the County.
21. **Notices.** All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Unless notified otherwise, notices to the County shall be addressed to, and delivered at, the following address:

Teton County Commissioners  
Attn: Planning Administrator  
Teton County Courthouse  
150 Courthouse Drive  
Driggs, Idaho 83422

Unless notified otherwise, notices to the Owner shall be addressed to, and delivered at, the following address:

Don Chery  
Executive Vice President and Chief Administrative Officer  
Glacier Bancorp, Inc.  
49 Commons Loop  
Kallispel, Montana 59901

22. **Enforcement.** The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement.
23. **Other Requirements.**
- (a) **Conveyance of Individual Lots.** The Owner shall convey no individual lots to individual buyers until the applicable infrastructure is complete, approved by the County and the Phased Final Subdivision Plats in which the individual lots are located have been recorded.
  - (b) **Certificate of Occupancy.** Except as otherwise provided herein, building permits shall be issued in accordance with the Phasing Plan (**Exhibit C**). However, Certificates of Occupancy for residential units will not be issued by the County, until the applicable infrastructure is complete for each phase, or other arrangements have been made and agreed to in writing by the Owner and the County.
  - (c) **Common Water and Wastewater System.** Operation and Maintenance of Common Water and Wastewater Systems, and irrigation water/fire suppression systems (hydrants) will be the responsibility of the Owner, its successors or assigns.
  - (d) **Roadway/Path Maintenance.** The Owner will maintain all internal roadways.
  - (e) **Acknowledgment of Other Permitting Requirements.** The Owner acknowledges the requirement for approvals and permitting from the State Department of Environmental Quality (“DEQ”) for sewer and water improvements, District 7 for septic systems, Corp. of Engineers for Wetlands permitting, Idaho Department of

Transportation for Route 33 intersection upgrades; Idaho Department of Water Resources for wells and irrigation and other State or Federal requirements. DEQ approval is required prior to sewer and water improvements. Construction activities subject to these permitting requirements will not commence until permits are received and permit copies provided to the County Planning Office.

- (f) **Right to Farm Provision.** The Owner acknowledges the Right to Farm Act contained in Idaho Code Chapter 45, Sections 22-4501 through 22-4504 or as may be amended.

24. **Common Areas.** The common areas for River Rim Ranch Divisions II, Phases I through VI are shown on **Exhibit A** and will be managed by the Property Owners Association, subassociations, club operations or the private owners to whom title to such area is conveyed.
25. **On-Site Security.** The Owner will provide on-site security presence with trained personnel in cooperation with the Sheriff's Office and the Fire Marshall's Office. The on-site security is secondary and subservient to the Sheriff and Fire Marshall but will provide the on-site presence for:
- General information and directions
  - Routine patrolling
  - Local help with minor problems such as lost pets, missing keys, stuck vehicles, minor injuries, etc.
  - Reporting of bigger problems to Sheriff or Fire Marshall offices.
26. **Teton Pipeline Association.** The Project falls within the jurisdiction of Teton Pipeline Association, Inc. (TPA), for surface irrigation water and the Owner will abide by the Bylaws, Operating Agreements, pro rata cost sharing provisions, and other mutual agreements within TPA jurisdiction. Shares of TPA stock or water rights pertaining to the River Rim Ranch property will be held as follows. The Property Owners Association or subassociations may hold TPA stock in common for lots and common areas that are subject to phased Final Subdivision Plats. The Property Owners Association, subassociations, or private property owners may hold TPA stock for open areas and farm/ranch areas and for areas that are not yet subject to a phased Final Subdivision Plat. Notwithstanding the foregoing, it is understood that, with respect to open areas and farm/ranch areas that are subject to a Final Subdivision Plat, the private owner of such parcel(s) may continue to hold TPA stock and exercise all rights associated therewith. A single "Water Master" for River Rim Ranch will be appointed to work with the Board of Directors of TPA.

27. **Public Improvements Provision.** The Owner shall be responsible for public improvements and shall not transfer initial construction obligations and the responsibility for completion of public improvements to the lot owners. Improvement District assessments, Owner's Association assessments, sewer and water company or district assessments, etc., are not encumbered by this provision.
28. **Open Space Provisions.** The Owner will maintain all open space free of noxious weeds, free of fire hazards or other nuisances under the administration of the POA. The Master Declaration of Protective Covenants, Conditions and Restrictions for River Rim Ranch and the amendments and supplements thereto set forth these provisions.
29. **Adjacent Neighbor Provisions.** Owner agrees to maintain a 200' separation from all building envelopes to adjacent property in Phases II-VI.
30. **Sharing of Development Costs.** The County has approved a Letter of Notification to the County, regarding Sharing of Development Costs (Teton County Subdivision Regulation Section 9-4-2 (G) as revised on May 12, 2011) submitted to the County which entitles the Owner to collect a pro-rata share of compensation for a portion of the costs of the public improvements required by the Teton County Subdivision Ordinance from adjacent property owners.
31. **Filing.** The Owner may record this Agreement in the office of the Teton County Clerk and Recorder.
32. **Binding on Successors.** This Agreement shall be binding, inure to the benefit of, and be enforceable by the parties hereto, their respective successors and assigns and runs with the land.
33. **Entire Agreement.** This Agreement constitutes the entire understanding among the Parties hereto in connection with the subject matter, and except as otherwise provided herein, supersedes and replaces all prior negotiations, agreements, understandings, or representations whether oral or written. The terms of this Agreement may be modified only in writing, by the authorized signature of all of the Parties.
34. **Time is of the Essence.** Time is of the essence in the performance of all terms and provisions in this Agreement.
35. **Waiver of Claims.** Each of the Parties hereby waives and releases any and all claims or causes of action they have or may have against the other, and their

respective officers, directors, employees, agents and attorneys, resulting from any claims or causes of action occurring prior to the execution of this Agreement.

36. **Statement of Fact.** The statements set forth in the Stipulation of Facts above are facts upon which the parties agree and are not to be construed as mere recitals. Said statements of fact are incorporated into this Agreement by reference as if set forth fully.
37. **Amendments.** All amendments to this Agreement shall be in writing and shall be approved by the Owner and the County.
38. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
39. **Authority to Execute.** The Parties hereby warrant and represent each to the other, without any limitation or qualification that (i) they are duly authorized and empowered to enter into and sign this Agreement; (ii) the persons executing this Agreement on behalf of the Parties are authorized to do so; and (iii) this Agreement is valid, binding and enforceable on the Parties in accordance with its terms.
40. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho and jurisdiction and venue for any litigation of this Agreement shall be in the state or federal courts of the State of Idaho.
41. **Attorney Fees.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

IN WITNESS WHEREOF the Parties have hereunto set their hands on the date first above written.

[Signatures on next page]

BIG SKY WESTERN BANK

By: \_\_\_\_\_  
Don Chery  
Executive Vice President and  
Chief Administrative Officer of  
Glacier Bancorp, Inc., owner of  
Big Sky Western Bank

STATE OF IDAHO )

County of \_\_\_\_\_ )  
:ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared Don Chery, known to me to be the person whose name is subscribed to the within instrument as the authorized representative of Glacier Bancorp, Inc., and acknowledged to me that he subscribed his name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
TETON COUNTY, IDAHO

By: \_\_\_\_\_  
Kelly Park, Chairman

STATE OF IDAHO            )  
  :ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared Kelly Park, known to me to be the person whose name is subscribed to the within instrument as the Chairman of the Teton County Board of Commissioners, and acknowledged to me that she subscribed her name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

PHASE OWNER CONSENT

The undersigned, each an owner of one or more phases in River Rim Ranch – Division II, execute this amendment for the sole purpose of evidencing their consent thereto, including but not limited to their consent to the removal of lot development rights from their respective phases as described in this amendment. By executing this consent, the undersigned do not assume any of the obligations of Developer under the Development Agreement, as amended, other than (i) the obligation to comply with the provisions of the Development Agreement regarding lot development in the event that the undersigned elect to develop one or more lots allocated to their respective phases and (ii) the obligation to preserve open space as described in the Development Agreement, as amended.

\_\_\_\_\_  
JOHN CLINT (JACK) HOOPES

STATE OF IDAHO                    )  
  :SS.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she subscribed his/her name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
LORNA HOOPEs

STATE OF IDAHO )  
:ss.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she subscribed his/her name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

CIRCLE DOT LAND, LLC

By: \_\_\_\_\_  
Mark Ricks, Manager

STATE OF IDAHO )  
:ss.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the \_\_\_\_\_ of Circle Dot Land, LLC, and acknowledged to me that he/she subscribed his/her name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Nick Ricks, Manager

STATE OF IDAHO )  
:ss.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the \_\_\_\_\_ of Circle Dot Land, LLC, and acknowledged to me that he/she subscribed his/her name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

TETON RIVER FARMS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO )  
:ss.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she subscribed his/her name thereto as such.

(SEAL)

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A: Illustrative Master Plan dated November 20, 2013, prepared by PC Development

EXHIBIT B: Engineer's Estimate for Letter of Credit

EXHIBIT C: Tentative Infrastructure Phasing Plan for Division II Phase I

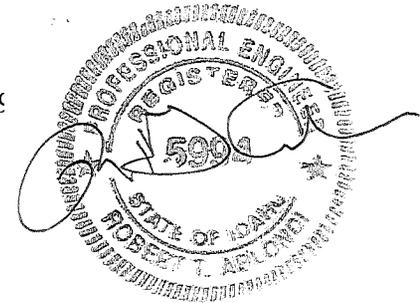
EXHIBIT D: Table of Revised Density and Unit Allotments by Phase

**EXHIBIT B**

**COST ESTIMATE River Rim Ranch Division II Phase I**

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi, Idaho PE 59  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013



<b>PHASE</b>	<b>PHASE COST</b>	<b>25% CONTINGENCY</b>	<b>TOTAL PHASE COST</b>	<b>DESCRIPTION OF INFRASTRUCTURE</b>
Phase 1B	\$639,538	\$159,884	\$799,422	Widen Existing County Road ; Relocate County Road to 22 FT width, Gravel Surface, Reclaim Current County Road where being abandoned.
Phase 1C.1	\$550,639	\$137,660	\$688,299	Reclaim Golf Course, Topsoil, Seeding
Phase 1C.2	\$28,222	\$7,056	\$35,278	Reclaim Golf Course, Limited Pathways, no new ponds
Phase 1D.	\$410,452	\$102,613	\$513,065	Crushed Gravel on all River Rim internal roads
Phase 1E.	\$7,750	\$1,938	\$9,688	Block 10 Lots, Install Fire Hydrant
Phase 1F.	\$340,504	\$85,126	\$425,631	Tract A, Tract B, Tract E, Tract G, Block 6 south and Block 5 Lot 1B Utility Stubs
Phase 1G.	\$16,060	\$4,015	\$20,075	Complete Turning Lanes, Main Entrance Only
Phase 1H.	\$916,161	\$229,040	\$1,145,201	Pave West Rim Loop Road East and West, Chalets, Tract E, Commercial Area
<b>TOTAL</b>	<b>\$2,909,326</b>	<b>\$727,331</b>	<b>\$3,636,657</b>	

Notes:

- 1) No letter of credit will be provided for north/west entrance turning lanes, future Phase 1K, unless commercial uses in addition to those permitted by the development agreement are added to West Rim Village.
- 2) No letter of credit will be provided for infrastructure to serve the Block 4 Farm Ranch units.
- 3) No letter of credit will be provided for infrastructure to serve Tract I.
- 4) No letter of credit will be provided for the next module of the wastewater treatment system, Phase 1J, which will be funded in accordance with Section 2. (g) of the development agreement.

**COST ESTIMATE River Rim Ranch Division II**

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1B**

**Place gravel and widen old county road sections (1.B.1)**

DESCRIPTION	LENGTH, FT	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Re-shape all roads	5,361	LF	5,361	\$1.50	\$8,042
Grade and Place Topsoil Along Road Edge (Onsite Source, 6" 5 ft one side)	5361	CY	496	\$5.00	\$2,482
Seeding and reclamation	5361	SF	26,805	\$0.05	\$1,340
Topsoil Stripping to widen road		CY	794	\$4.00	\$3,177
Pit Run Gravel to widen road		CY	794	\$14.00	\$11,119
Signs		EA	4	\$150.00	\$600
Crushed Gravel		Ton	1,711	\$15.00	\$25,663
<b>Total, Old County Road Sections</b>					<b>\$52,423</b>

**Realigned County Road (1.B.2) 12,221 LF**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Sub-Excavation/ Topsoil Stripping	Cu Yds	16,295	\$4.00	\$65,179
Engineering Fabric	Sq Yd	32,589	\$3.00	\$97,768
Cut / Fill (allowance)	Cu Yds	5,000	\$7.00	\$35,000
Granular Road Sub-Base	Cu Yds	16,295	\$14.00	\$228,125
Topsoil Along Road Edge, Onsite Source	Cu Yds	2,263	\$5.00	\$11,316
Seeding Reclamation along roadside	SF	122,210	\$0.05	\$6,111
Aggregate - 3/4" crushed	Tons	6,240	\$15.00	\$93,604
Install 4" conduits pipe & trench	Lin Ft	120	\$5.00	\$600
Signs	EA	8	\$150.00	\$1,200
Culverts pipes 18"	Lin Ft	150	\$30.00	\$4,500
Culverts pipes 48"	Lin Ft	90	\$65.00	\$5,850
<b>Realigned County Road - w/o asphalt</b>				<b>\$549,252</b>

**Reclaim Old County Road (1.B.3) 11,650 LF**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Topsoil 15 feet wide, 6 inches	Cu Yds	3,236	\$5.00	\$16,181
Seeding Reclamation along old road	SF	174,750	\$0.05	\$8,738
Strip Gravel	Cu Yds	3,236	\$4.00	\$12,944
<b>Reclaim Old County Road</b>				<b>\$37,863</b>

<b>TOTAL PHASE 1B</b>					<b>\$639,538</b>
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COST ESTIMATE River Rim Ranch Division II -

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1C**  
**Golf Course Area Revegetation**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
General site grading <sup>1</sup> with dozer, grader	weeks	2.0	\$12,000	\$24,000
Topsoil Placement, from onsite stockpiles, 3 inch average over 250 acres <sup>3</sup> .	Cu Yds	46,500	\$4.00	\$186,000
Seeding and seed preparation, Agricultural Areas	Acres	119	\$871	\$103,673
Native Seed Areas	Acres	136	\$1,742	\$236,966
<b>Phase 1C.1</b>				<b>\$550,639</b>

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
New Pond Liner <sup>2</sup>	Acres	0.0	\$54,450	\$0
Water Supply Piping, 6 inch	Lin Ft	0	\$25.00	\$0
Isolation Valves, 6 inch	Ea	0	\$750.00	\$0
Gravel Pathways, with fabric	Lin Ft	5,000	\$5.64	\$28,222
<b>Phase 1C.2</b>				<b>\$28,222</b>
<b>Golf course revegetation to open space</b>				<b>\$578,861</b>

Notes:

- 1) Taper slopes for topsoil preparation
- 2) One 7.0 acre pond is already in place
- 3) Topsoil already placed on portions of the golf course site

COST ESTIMATE River Rim Ranch Division II

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1D.**

**Gravel on West Side RRR Roads (1.C.1)**

DESCRIPTION	LENGTH, FT	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Re-shape all roads	13,817	LF	13,817	\$1.50	\$20,726
West Rim Place, to West Rim Loop	925	Tons	558	\$15.00	\$8,373
West Rim Place West Side Loop -North	6,455	Tons	3,895	\$15.00	\$58,430
West Rim Place West Side Loop-South	5,252	Tons	3,169	\$15.00	\$47,540
Village Parkway (Single lane)	600	Tons	362	\$15.00	\$5,431
Signs		EA	8	\$150.00	\$1,200
<b>Roads, Gravel Only</b>					<b>\$141,700</b>

**North and South Connectors, New Road Sections (1.C.2)**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Re-Shape Road	LF	275	\$1.50	\$413
Sub-Excavation/ Toposil Stripping, partially	Cu Yds	810	\$4.00	\$3,241
Cut / Fill (allowance)	Cu Yds	3,000	\$5.00	\$15,000
Granular Road Sub-Base	Cu Yds	1,621	\$14.00	\$22,689
Topsoil Along Road Edge, Onsite Source	Cu Yds	725	\$5.00	\$3,626
Seeding Reclamation along roadside	SF	39,160	\$0.05	\$1,958
Aggregate - 3/4" crushed	Tons	1,545	\$15.00	\$23,177
Install 4" conduits pipe & trench	Lin Ft	60	\$5.00	\$300
Signs	EA	8	\$150.00	\$1,200
Culverts pipes 18"	Lin Ft	120	\$30.00	\$3,600
Culverts pipes 48"	Lin Ft	60	\$65.00	\$3,900
<b>West Rim County Road 940 / Connector - w/o asphalt</b>				<b>\$79,104</b>

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Re-shape , East Side, Chalet Road, Commercial Area Roads, Entrance Connector	LF	17,689	\$1.50	\$26,533
Signs	EA	20	\$150.00	\$3,000
Place crushed gravel	Tons	10,674	\$15.00	\$160,115
<b>East Side Crushed Gravel</b>				<b>\$189,648</b>

COST ESTIMATE River Rim Ranch Division II -

Owner: Big Sky Western Bank  
4150 Valley Commons Dr.  
P.O. Box 818  
Bozeman, Mt. 59718

Engineer: Robert Ablondi  
Rendezvous Engineering  
25 South Gros Ventre  
Jackson, WY 83001  
11/19/2013

**Phase 1E.**  
**Install Fire Hydrant, Block 10**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Fire Branch Extension	Lin Ft	75	\$30.00	\$2,250
Tap Existing Domestic Main	LS	1	\$1,000.00	\$1,000
Fire Hydrant Assembly	Ea	1	\$4,500	\$4,500
<b>Total: Install Fire Hydrant</b>				<b>\$7,750</b>

COST ESTIMATE River Rim Ranch Division II -

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1F.**

**Tract A Service Stubs**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Water Service Connections	Ea	8	\$500	\$4,000
Water Service Line	Lin Ft	400	\$13	\$5,200
Irrigation Water Service Connections	Ea	8	\$750	\$6,000
Irrigation Water Service Line	Lin Ft	400	\$15.00	\$6,000
Sewer Service Connections	Ea	8	\$350	\$2,800
Sewer Service Line	Lin Ft	400	\$16.00	\$6,400
Power Service	Ea	8	\$1,000	\$8,000
Communication Service	Ea	8	\$500	\$4,000
<b>Tract A Service Stubs</b>				<b>\$42,400</b>

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Water Service Connections	Ea	10	\$500	\$5,000
Water Service Line	Lin Ft	500	\$13	\$6,500
Irrigation Water Service Connections	Ea	10	\$750	\$7,500
Irrigation Water Service Line	Lin Ft	500	\$15.00	\$7,500
Sewer Service Connections	Ea	10	\$350	\$3,500
Sewer Service Line	Lin Ft	500	\$16.00	\$8,000
Power Service	Ea	10	\$1,000	\$10,000
Communication Service	Ea	10	\$500	\$5,000
<b>Tract B Service Stubs</b>				<b>\$53,000</b>

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
8 inch Water Main Extension	Lin Ft	1200	30	\$36,000
Gate Valves	Ea	2	750	\$1,500
Fire Hydrants	Ea	2	4000	\$8,000
8 inch Sewer Line Extensions	Lin Ft	1000	32	\$32,000
Manholes	Ea	4	2500	\$10,000
Power Line Extensions	Lin Ft	1000	15	\$15,000
Communication Line Extensions	Lin Ft	1000	10	\$10,000
Water Service Connections	Ea	12	\$500	\$6,000
Water Service Line	Lin Ft	600	\$13	\$7,800
Irrigation Water Service Connections	Ea	12	\$750	\$9,000
Irrigation Water Service Line	Lin Ft	600	\$15.00	\$9,000
Sewer Service Connections	Ea	12	\$350	\$4,200
Sewer Service Line	Lin Ft	600	\$16.00	\$9,600
Power Service	Ea	12	\$1,000	\$12,000
Communication Service	Ea	12	\$500	\$6,000
Re-shape all roads	LF	1,200	\$1.50	\$1,800
Crushed Gravel	Ton	947	\$15.00	\$14,204
<b>Tract E Service Stubs</b>				<b>\$192,104</b>

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Water Service Connections	Ea	10	\$500	\$5,000
Water Service Line	Lin Ft	500	\$13	\$6,500
Irrigation Water Service Connections	Ea	10	\$750	\$7,500
Irrigation Water Service Line	Lin Ft	500	\$15.00	\$7,500
Sewer Service Connections	Ea	10	\$350	\$3,500
Sewer Service Line	Lin Ft	500	\$16.00	\$8,000
Power Service	Ea	10	\$1,000	\$10,000
Communication Service	Ea	10	\$500	\$5,000
<b>Tract A Service Stubs</b>				<b>\$53,000</b>

COST ESTIMATE River Rim Ranch Division II -

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1G.**

**Main Entrance Turning Lane, West Bound Only**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Topsoil Stripping	Cu Yds	132	\$4.00	\$527
Cut / Fill	Cu Yds	132	\$5.00	\$659
Granular Road Sub-Base 1.5 ft	Cu Yds	237	\$14.00	\$3,323
Aggregate - 3/4" crushed , 0.5 ft	Tons	107	\$15.00	\$1,601
Topsoil Placement	Cu Yds	82	\$8.00	\$659
Reclamation Seeding	SF	4,450	\$0.10	\$445
Asphalt Saw cutting, prep	Ft	467	\$2.00	\$935
Asphalt, hot mix pavement, 0.5 ft	Tons	99	\$80.00	\$7,911
<b>Main Entrance Turning Lane, West Bound</b>				<b>\$16,060</b>

Note: East bound turning lanes are complete.

COST ESTIMATE River Rim Ranch Division II

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1H.  
 Place Asphalt on River Rim Roads**

DESCRIPTION	ROAD LENGTH (ft)	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Re-shape all roads		Lin Ft	34,389	\$1.50	\$51,583
West Rim Place, to West Rim Loop	925	Ton	271	\$80.00	\$21,707
West Rim Place West Side Loop -North	6,455	Ton	1,893	\$80.00	\$151,477
West Rim Place West Side Loop-South	5,252	Ton	1,541	\$80.00	\$123,247
Big Hole Drive (Chalets)	1,239	Ton	454	\$80.00	\$36,344
Village Parkway (Single lane)	600	Ton	176	\$80.00	\$14,080
Village Parkway (County Road Connector)	585	Ton	0	\$80.00	\$0
West Rim Loop, East Side	13,435	Ton	4,926	\$80.00	\$394,093
South Connector, Original Alignment	1,683	Ton	0	\$80.00	\$0
River Rim Ranch Road Extension	946	Ton	347	\$80.00	\$27,739
West Rim Village Road Entrance	1,369	Ton	502	\$80.00	\$40,157
West Rim Village Road Connector	700	Ton	257	\$80.00	\$20,533
Tract E Roads	1,200	Ton	440	\$80.00	\$35,200
Total Tons			10,807		
<b>Roads, Asphalt Only</b>					<b>\$916,161</b>

**Phase 1I  
 Place Asphalt on County Road, Ranch Extension**

DESCRIPTION	ROAD LENGTH (ft)	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Re-shape roads	3,747	Lin Ft	0	\$1.50	\$0
County Road Existing North Section (To realignment point)	3,472	Ton	0	\$80.00	\$0
RR Ranch Road Extension to 9400 W	275	Ton	0	\$80.00	\$0
Total Tons			0		
<b>Roads, Asphalt Only</b>					<b>\$0</b>

COST ESTIMATE River Rim Ranch Division II -

Owner: Big Sky Western Bank  
4150 Valley Commons Dr.  
P.O. Box 818  
Bozeman, Mt. 59718

Engineer: Robert Ablondi  
Rendezvous Engineering  
25 South Gros Ventre  
Jackson, WY 83001  
11/19/2013

**Phase 1J**  
**West Entrance Turning Lanes**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Toposil Stripping	Cu Yds	662	\$4.00	\$2,646
Additional Cut	Cu Yds	662	\$5.00	\$3,308
Granular Road Sub-Base 1.8 ft	Cu Yds	1,191	\$14.00	\$16,672
Topsoil Placement	Cu Yds	392	\$8.00	\$3,133
Reclamation Seeding	SF	21,150	\$0.10	\$2,115
Aggregate - 3/4" crushed , 0.5 ft	Tons	613	\$15.00	\$9,193
Asphalt Saw cutting, prep	Ft	2,140	\$2.00	\$4,280
Asphalt, hot mix pavement, 0.33 ft	Tons	518	\$80.00	\$41,463
Miscellaneous, Striping, etc.	LS	1	\$5,000.00	\$5,000
<b>West Entrance Turning Lanes</b>				<b>\$87,809</b>

COST ESTIMATE River Rim Ranch Division II -

Owner: Big Sky Western Bank  
 4150 Valley Commons Dr.  
 P.O. Box 818  
 Bozeman, Mt. 59718

Engineer: Robert Ablondi  
 Rendezvous Engineering  
 25 South Gros Ventre  
 Jackson, WY 83001  
 11/19/2013

**Phase 1K. Wastewater (based upon flow needs)  
 Wastewater Module No. 2, 30,000 gpd**

DESCRIPTION	UNIT	EST QTY	ESTIMATED UNIT PRICE	AMOUNT
Influent Flow Meter, Installation, Electrical	LS	1	\$15,000	\$15,000
Leachfield Excavation to grade to subgrade	SY	13,500	\$3.50	\$47,250
Supply/Install Washed Gravel-3/4" Minus	CY	4,800	\$23.00	\$110,400
Install Pressure Distribution piping	LS	1	\$45,000	\$45,000
Install Drain Fabric	SY	13,334	\$1.50	\$20,001
Solenoid Valve Station, per detail	EA	2	\$20,000	\$40,000
8" Pressure line from pump station to leach	LF	1,500	\$26.00	\$39,000
2" Sch. 40 power conduit	LF	1,500	\$10.00	\$15,000
Topsoil Replacement - 6" depth	CY	2,081	\$6.00	\$12,486
Seedbed Prep/Drill seeding (no material)	SF	115,000	\$0.02	\$2,300
RGF Control Vault-Fittings/Valve	LS	1	\$3,500	\$3,500
RGF Structure - Concrete	LS	1	\$130,000	\$130,000
Membranes for RGF	SY	680	\$5.00	\$3,400
Pea Gravel for RGF	CY	650	\$23.00	\$14,950
Pressure Distribution Piping	LS	1	\$20,000	\$20,000
Recirc Tank - 30,000 GAL	LS	1	\$75,000	\$75,000
Re circ pumps	LS	1	\$20,000	\$20,000
Leachfield pumps	LS	1	\$20,000	\$20,000
Electrical, Controls for Re-circ Pumps, Effluent Pumps, Phase II	LS	1	\$30,000	\$30,000
Monitoring Wells	LS	2	\$12,000	\$24,000
<b>Wastewater Module No. 2</b>				<b>\$687,287</b>

**TOTAL NEW WASTEWATER MODULE**

**\$687,287**

EXHIBIT C. RIVER RIM RANCH DIVISION II –PHASE I  
TENTATIVE - INFRASTRUCTURE PHASING PLAN  
11-19-2013

PHASE	DESCRIPTION OF COMPLETED INFRASTRUCTURE	SCHEDULED INFRASTRUCTURE COMPLETION DEADLINE	LOTS AUTHORIZED FOR BUILDING PERMITS / OCCUPANCY PERMITS UPON ACCEPTANCE OF INFRASTRUCTURE	LOTS RESTRICTED FROM SELLING
1A	Potable Water, Fire/Irrigation System, Sewage Collection, Module I Wastewater Pre-Treatment, Power, Communications, Roads to Pit Run Gravel, Paved road to West Rim Village area, Block1 including a portion of the Highway 33 Turning Lanes (See Note 1.)	Complete	Block 1, Lot 8	Lots affected by the current county road alignment which include Block 9, Lots 1-25; Block 8, Lots 1-7, Tract G
1B	Construct relocated County Road, Upgrade existing County Road Sections to gravel surface. (See Note 2)	12/31/2014	Block 1, Lot 8	All lots eligible for sale following construction and acceptance of Relocated County Road
1C	Reclaim Golf Course Open Space Area. Part 1:Finish Grade, Topsoil and Seed; Part 2: Trails within Golf Open Space (See Note 3)	Topsoil / Seed: 12/31/2014 Trails / Ponds: 12/31/2016	Block 1, Lot 8	No Restrictions
1D	Place Crushed Gravel on the entire West Rim Place Loop Road including West Rim Village roads; Construct South Connector to County Road 9400 West, crushed gravel only, construct Teton Rim Parkway connector	12/31/2016 or prior to issuance of any building permits	Block 1 Lots 1-7; Block 2 Lots 1-8; Block 4 Lots 1-22; Block 5 Lot 1A and Lots 1-39; Block 6 Lots 1-28; Block 7 Lots 1-16; Block 8 Lots 1-12; Tract C Lots 1-62; Tract D Golf Village Chalets; Block 9 Lots 1-25	No Restrictions

EXHIBIT C. RIVER RIM RANCH DIVISION II –PHASE I  
TENTATIVE - INFRASTRUCTURE PHASING PLAN  
11-19-2013

PHASE	DESCRIPTION OF COMPLETED INFRASTRUCTURE	SCHEDULED INFRASTRUCTURE COMPLETION DEADLINE	LOTS AUTHORIZED FOR BUILDING PERMITS / OCCUPANCY PERMITS UPON ACCEPTANCE OF INFRASTRUCTURE	LOTS RESTRICTED FROM SELLING
1E	Block 10 Lots 1-4, Install Fire Protection Hydrant(s)	12/31/2016 or prior to building permit for Lots 1-4	Lots in previous phases plus Block 10, Lots 1-4	No Restrictions
1F	Install utility stubs to service Tract A for 8 Lots, Tract B for 10 Lots, Tract E for 12 Lots, Tract G for 3 Lots, Block 6 (south) 6 lots, Block 5 (north) 1 lot; (See Notes 4, 5)	12/31/2016 or prior to building permit, prior to road paving, or prior to issuance of a building permit for these lots	Lots in previous phases plus Tract A, Lots 1-8; Tract B, Lots 1-10; Tract E, Lots 1-12; Tract G Lots 1-3; Block 6 Lots 29-34; Block 5, Lot 1B	No Restrictions
1G	Construct and Pave Highway 33 Turning Lanes, Main Entrance, West Bound Lane (See Note 6)	12/31/2026 or when 30 building permits are issued within River Rim or ADT reaches 200 or per ITD requirement	All previous Phases	No Restrictions
1H	Pave Loop Road, Commercial Area	12/31/2026 or when 30 building permits are issued within River Rim, or ADT reaches 200	All previous Phases	No Restrictions
1I	Pave Highway 33 Turning Lanes, North Entrance (See Note 6)	Prior to additional commercial development from the date of this amendment	All previous Phases	No Restrictions
1J	Wastewater Treatment Module # 2 (See Note 7)	Based upon Flow (80% of design capacity, = 24,000 gpd)	All previous Phases	No Restrictions

EXHIBIT C. RIVER RIM RANCH DIVISION II –PHASE I  
TENTATIVE - INFRASTRUCTURE PHASING PLAN  
11-19-2013

Additional Notes:

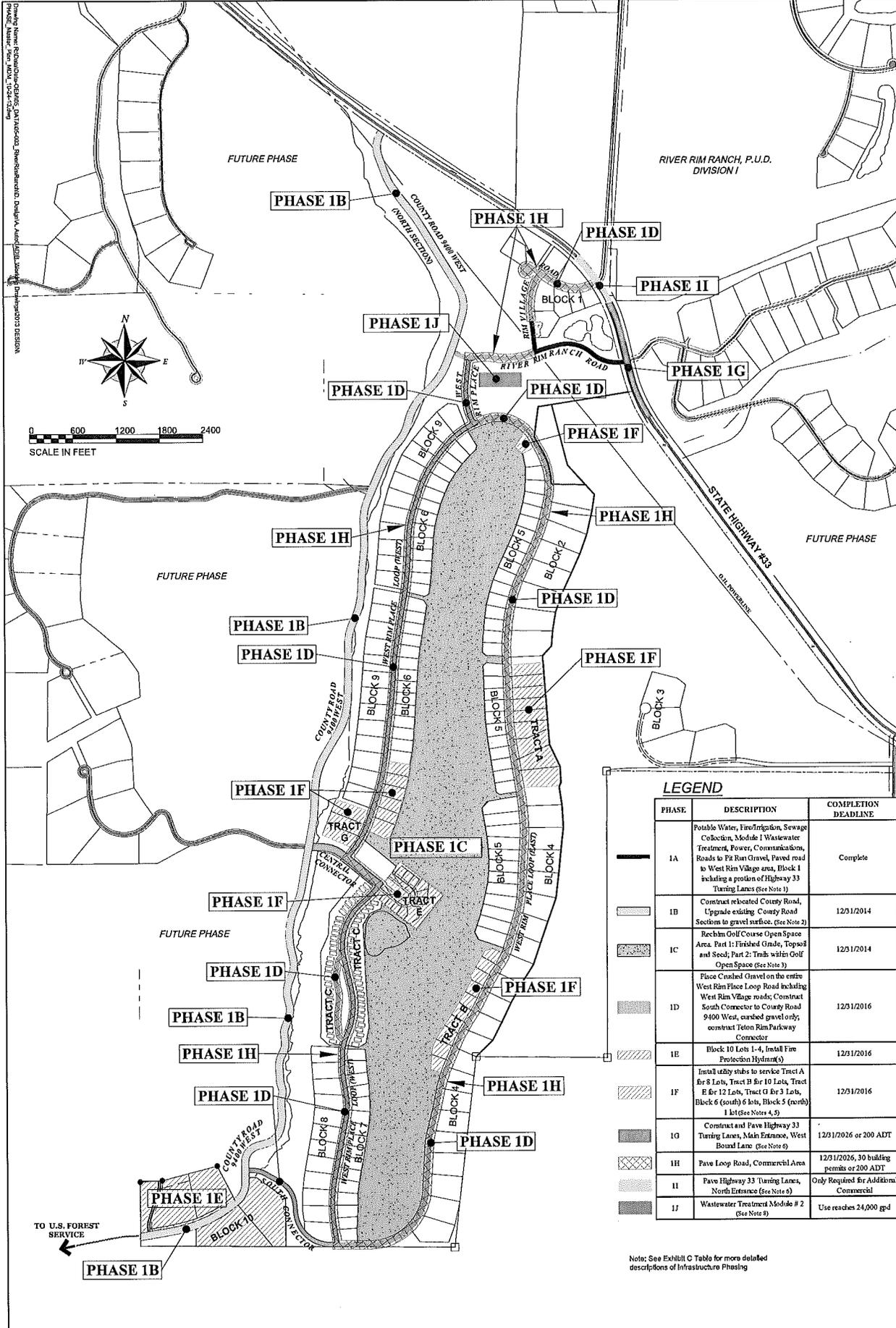
1. Phase 1A includes all existing infrastructure completed and approved as of the end of 2010. Final certifications were signed off as of February 2012. This includes the potable water system for Division II Phase I, the combined irrigation / fire protection system for Division II Phase I, the sewer collection system for Division II Phase I, power and communication systems for Division II Phase I, Module I of the wastewater pretreatment system with a capacity of 30,000 gpd, the paved roads within Block 1 of Division II Phase I and pit run gravel roads for Division II Phase I. The one year warranty period for all of these facilities has been completed as of February 2013. See county records for Teton County Certification of Subdivision completion.
2. County Road 9400 West shall be relocated and reconstructed to a gravel surface within the existing easement by the end of 2014 by the River Rim development to enable access to adjacent properties to the south and west of River Rim.
3. The golf course reclamation shall also include the installation of water features and trails as a permanent use, with the option of constructing a golf course or other open space outdoor activity facility in the future. A phased plan is proposed as described below:

DESCRIPTION	DATE
a. -Weed eradication	Summer 2013 (ongoing program)
b. -Site grading/top soiling	Fall 2014
c. -Agricultural practices	Spring 2015 (continued in future years)
d. -Native grass seeding	Fall 2014
e. -Trail system, partial	Fall 2016

4. Tracts A and B only require utility stubs for water, sewer, irrigation, power and communications.
5. Utility stubs for water, sewer, irrigation, power and communications will be installed for the proposed lots in Block 6, Tract E and Tract G, total of 21 units by 12/31/2016. However these lots will remain through the end of the project 12/31/2026. These units would be transferred to Tract E as cluster units if the golf course is constructed. Phases 1F through 1I involve the installation of utility stubs and are allowed to occur in any order with a final deadline date of 12/31/2016.
6. The turning lanes on State Highway 33 will also be subject to additional completion requirements that may be established independently by the Idaho Transportation Department. Plans for both the main and north/west entrance turning lanes have been permitted by the Idaho Transportation Department. The north/west entrance turning lanes will not be required unless additional commercial development is planned for the West Rim Village area.
7. The first module of a planned four module wastewater pre-treatment system has been completed. Future modules will be added on the basis of actual needs as described in Section 2. (h) of the Amended Development Agreement
8. No bonding is proposed for Lots 1-4 of Block 3. This area is platted as a Farm Ranch Residential Compound and is owned by a separate entity. Improvements would be required prior to the issuance of any building permit in this block.

EXHIBIT C. RIVER RIM RANCH DIVISION II –PHASE I  
TENTATIVE - INFRASTRUCTURE PHASING PLAN  
11-19-2013

9. No bonding is proposed for the one lot within Tract I. This area is platted as a separate Tract and access and utilities are available to the edge of this tract. This lot would be served by onsite water and sewer facilities.
10. See attached Exhibit B for cost estimates of future infrastructure improvements by phase for Division II Phase I.
11. Development within the Golf Village, (including Tract D Golf Chalets and Tract E) will be subject to additional Teton County permit review for development anticipated to take place within the boundaries of these tracts. Similarly O&M Lot Tract G will be subject to additional Teton County permit review for the development of operation and maintenance facilities.
12. No final plat has been filed for future Phases II through VI, which phases are scheduled for completion by December 31, 2026. Density, open space and the lot configuration for these areas are described River Rim Planned Unit Development, Master Plan Amendment Map, Exhibit A.



**LEGEND**

PHASE	DESCRIPTION	COMPLETION DEADLINE
1A	Portable Water, Fire/Irrigation, Sewage Collection, Module 1 Wastewater Treatment, Power, Communications, Roads to Fir Run Gravel, Paved road to West Rim Village area, Block 1 including a portion of Highway 33 Turning Lanes (See Note 1)	Complete
1B	Construct relocated County Road, Upgrade existing County Road Sections to gravel surface. (See Note 2)	12/31/2014
1C	Reclaim Golf Course Open Space Area. Part 1: Finished Grade, Topsoil and Seed; Part 2: Trees within Golf Open Space (See Note 3)	12/31/2014
1D	Place Crushed Gravel on the entire West Rim Place Loop Road including West Rim Village roads; Construct South Connector to County Road 9400 West, crushed gravel only; construct Teton Rim Parkway Connector	12/31/2016
1E	Block 10 Lots 1-4, Install Fire Protection Hydrant(s)	12/31/2016
1F	Install utility stubs to service Tract A Br 8 Lots, Tract B Br 10 Lots, Tract E Br 12 Lots, Tract G Br 3 Lots, Block 6 (south) 6 lots, Block 5 (north) 1 lot (See Notes 4, 5)	12/31/2016
1G	Construct and Pave Highway 33 Turning Lanes, Main Entrance, West Bound Lane. (See Note 6)	12/31/2016 or 200 ADT
1H	Pave Loop Road, Commercial Area	12/31/2016, 30 building permits or 200 ADT
1I	Pave Highway 33 Turning Lanes, North Entrance (See Note 6)	Only Required Br Additional Commercial
1J	Wastewater Treatment Module # 2 (See Note 8)	Use reaches 24,000 gpd

Note: See Exhibit C Table for more detailed descriptions of Infrastructure Phasing

**EXHIBIT D. RIVER RIM RANCH PUD - DIVISION II / UNIT / OPEN SPACE SUMMARY**

PHASE	DESCRIPTION	TOTAL ACRES <sup>1</sup>	PREVIOUS UNITS <sup>2,6</sup>	AMENDED UNITS <sup>3</sup>	CHANGE FROM PREVIOUS UNITS	PREVIOUS OPEN SPACE ACRES <sup>4</sup>	AMENDED OPEN SPACE, ACRES <sup>3</sup> (%)	INCREASED OPEN SPACE, ACRES
I	WEST RIM <sup>5</sup>	1,464.2	310	307	-3	942.9	969.0 (66.2%)	26.1
II	NORMAN RANCH	768.7	43	18	-25	335.8	595.2 (77.4%)	259.4
III	CENTRAL PLATEAU	384.3	21	10	-11	261.0	328.6 (85.5%)	67.6
IV	WEST PLATEAU	493.7	25	8	-17	279.9	422.0 (85.5%)	142.1
V	NORTH PLATEAU	677.2	24	6	-18	484.1	617.6 (91.2%)	133.5
VI	SOUTH CANYON	688.5	55	55	0	512.7	522.6 (75.9%)	10.0
-	UNITS TRANSFERRED FROM NORMAN RANCH (Change from cabins to single family lots)	-	22	0	-22			
-	APPROVED FLEXIBLE UNITS ( Based upon 5% of 550 units)	-	28	0	-28			
<b>TOTALS</b>		<b>4,476.5</b>	<b>528</b>	<b>404</b>	<b>-124</b>	<b>2,816.3</b>	<b>3,454.9 (77.2%)</b>	<b>638.6</b>

Notes:

1) Total Acres for Phases I, II & III based upon Amendment No. 3, Instrument No. 222435. Phases IV, V and VI total acres based upon Amendment No. 2, Instrument No. 198983.

2) Previous Units based upon the Original Development Agreement Instrument No. 179247; Master Plat Amendment No. 2, Instrument No.198983; and Amendment No. 4, Instrument No. 225470

3) Amended units and open space for Phases I through VI are based upon this Amendment No. 5 as approved on November 13, 2013 by the Teton County Board of Commissioners. One additional lot created in Block 1 of West Rim, which is being reserved for Fire Department use, is not included in these unit counts.

4) Previous Open Space Acres based upon the Original Development Agreement Instrument 179247, Master Plat Instrument 198983.

5) For West Rim, Phase I, lots created in Block 6, Tract E and Tract G, total of 21 units, would be converted to cluster units on Tract E if the golf course is constructed, subject of final approval by the Teton County Board of Commissioners. One additional lot reserved for Fire Department use in accordance with the amended development agreement is also created in Block 1.

6) The River Rim Master Plan was originally approved for a maximum of **578 units** with minimum of **2700 acres** of open space. Prior Amendments eliminated 20 cluster units from Tract A. An additional 30 condominium units were to be permitted in Block 1 following the construction of a golf course.



**Teton County Engineer  
MEMO**

150 Courthouse Drive  
Driggs, ID 83422

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

December 19, 2013

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

The following items are for your review and discussion at the December 23, 2013 meeting.

SOLID WASTE

1. Saul & I attended the Idaho Solid Waste Meeting in Idaho Falls last week. AE<sup>2</sup> presented some good information on landfill caps and closure. Also, it appears that Teton County is at the forefront of recycling in this area of Idaho.
2. DEQ performed a preliminary review of the Forsgren Report and requested additional information (see attached letter). I have forwarded this request to Forsgren and hope to have more information for the BoCC on Monday.
3. The Circular Butte waste hauling contract expires in 2014 (3-yr contract). We will release a RFB in Feb/March for hauling waste from the transfer station to Circular Butte Landfill.
4. The franchise contract with Vorhees for waste collection within the county expires in the fall of 2014. This was a 10-year contract. Saul & I are working on a RFB for a new waste collection contract.
5. TVCR, Saul, & I have been working on a waste reduction/diversion plan to reduce the amount of waste we send to Circular Butte Landfill. We are looking at many options and after December we should have a year's worth of data to analyze and help us determine what options present the best value to the County. The goal is to have our diversion measures in-place for summer 2014 and for the new waste collection contract.

ROAD & BRIDGE

1. R&B crews are plowing when necessary, inventorying our signs & materials, and performing other maintenance tasks that can be done in winter conditions.
2. The Stateline Road repair project is expected to be finished by Monday 12/23.
3. R&B along with GIS have started a pilot program to document road issues in the field using GIS with the cell phone GPS and cell phone cameras.

PUBLIC WORKS

1. I have been working on grant pre-applications and researching projects/cost for a bridge grant and Parks & Rec grants. I will have the grant proposal forms for some of these grants at the next BoCC meeting.
2. Bids for the wireless connection between the LEC/Courthouse/Solid Waste/R&B went out last week and I will have an award recommendation at the next BoCC meeting.

ACTION ITEMS:

1. The contactor awarded the low bid for drilling the monitoring well at the landfill does not have a public works license, as required in the bidding documents. Additionally they have been unable to get one. This disqualifies their bid, therefore I recommend:

*Teton County revise our bid award and award the monitoring well bid  
Denning Drilling for a contract not to exceed \$9,900.00*

2. City of Driggs Request: The City of Driggs is requesting assistance is collecting and hauling snow for the SnowScapes (snow sculptures). R&B has assisted this project in the past with the BoCC funding the project from their accounts. Based on the estimated time this should cost about \$900.00. I recommend:

*Assisting the City of Driggs with the R&B account to be reimbursed from the \_\_\_\_\_  
BoCC account, not to exceed \$900.00*

3. R&B Truck #5 needs new cutting edges for the plow. The cost is \$2,280.00 and therefore needs BoCC approval. I recommend:

*Approval for purchasing new cutting edges not to exceed \$2,300 from account #02-0-491, repairs heavy vehicles.*

4. Road Dust Institute (RDI) Conference: I would like to attend the RDI Conference in Minneapolis from 2/3-2/5. This conference occurs every other year and is a great resource for learning about products/techniques used for gravel road stabilization throughout the world. Additionally this year the conference is coupled with a Pavement Management Conference. Attached is some additional information regarding the conference. As this training requires overnight travel and I am a Department Head, I need BoCC approval to attend.



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

900 North Skyline Drive, Suite B • Idaho Falls, ID 83402 • (208) 528-2650

C. L. "Butch" Otter, Governor  
Curt Fransen, Director

December 19, 2013

Jay T. Mazalewski, PE  
County Engineer/Public Works Director  
150 Courthouse Way  
Driggs, ID 83422

**RE: Request for Additional data to support the Technical Memorandum for the Landfill Cap Evaluation Progress Report, for Teton County, dated November 12, 2013**

Dear Mr. Mazalewski,

The Idaho Department of Environmental Quality (DEQ) has received and performed a review of the Technical Memorandum dated November 12, 2013, regarding the Teton County Landfill Cap Evaluation Progress Report (Report). At this time it has been determined the Report lacks sufficient supporting data to adequately review the document. Additionally, it appears many of the issues and concerns presented by DEQ to Teton County concerning the two previous submittals in January 2013 and June 2013, have not been addressed and the heterogeneity of the existing cover is still DEQ's primary concern.

In order to complete a comprehensive review of the Report and evaluate the model, DEQ is requesting the following information be submitted to support the document dated November 12, 2013. In addition, DEQ is also requesting an overview of exactly how Teton County intends to incorporate this study into the design plan to remediate the landfill cover. At a minimum the following data will need to be submitted to DEQ in order to perform an adequate review of the Report and submit any comments or approvals.

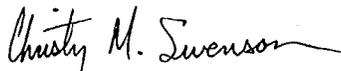
1) Data for all field measured soil densities, moisture contents and classifications for all 34 soil test pits must be included. Excavation logs should be included. Further explanation and discussion is needed if these data were not collected.

2) Additional field observations including; depth to trash in excavations, stratification, and soil characteristics would be helpful. A detailed discussion of the method use to select the samples for laboratory analysis needs to be included focusing on the depths of the samples, a log of the excavations and how the samples selected are representative across the current soil cover. Photos would be very helpful. Additionally, the model name and number of the nuclear density gauge should be submitted along with calibration documentation if performed by the consultant.

- 3) All reported data should clearly state whether or not the samples have been screened for cobbles and gravels. Calculated (or modeled) soil properties are likely different between the field and laboratory as inclusions were screened out. As a result correction factors used in this report need to be discussed and validated. This may include a table showing the texture and measured properties of the samples that were actually tested in the lab with the gravels and cobbles removed.
- 4) Soil water tension data should be presented in full for each sample.
- 5) The soil water retention curves referred to in Appendix B need to be included in the report.
- 6) The results in Appendix C, Table 1 need clarification. This section needs to clearly state the program used to model the soil water retention curves. Distinction should be made on what parameters were constrained and what parameters were fit in the modeling. The fit of these parameters should be quantified and model sensitivity should be discussed. All resulting parameters describing the soil characteristic curve should be presented with and without oversize correction. A description of any/all correction factor(s) used to account for cobbles and gravels in the soil cover should be included.
- 7) Include all meteorological data collected and discuss how 2007 was selected for the average year and 2010 was selected as the wettest year. Additionally, discuss why meteorological data for Ashton Idaho was used for this study instead of more local data from Driggs.
- 8) If possible a copy of the model should be forwarded to DEQ.
- 9) It has been pointed out in a previous review (AE<sup>2</sup>) that when using typical testing equipment, ASTM D5084 is not recognized as the best method or always appropriate for water balance cover soils. Using typical equipment the hydraulic conductivity may represent the upper bound capacity of the testing equipment rather than the saturated hydraulic conductivity of the cover soils. This issue needs to be addressed and values quantified.

We request that the additional data and response to comments be submitted to DEQ within 30 days from the receipt of this letter. If you have any questions or concerns, feel free to contact me at 208-528-2650.

Sincerely,



Christy M. Swenson  
Remediation Scientist

- c: Brent E. Crowther, Division Manager, Forsgren Associates Inc.  
Rensay Owen, Regional Manager-Remediation, Waste, Air Quality IDEQ-IFRO  
Dean Ehlert, Solid Waste Program Coordinator, IDEQ-SO  
Mark Jeffers, Discipline Lead, Geosciences, IDEQ-SO  
Brady Johnson, Hydrogeologist, IDEQ-SO



Inc. 1910

Mayor Daniel J. Powers

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

Teton County Commissioners

On behalf of the SnowScapes organizers, I am again requesting your support for the event. In the past you have provided a grader and operator and dump truck and operator to assist in the hauling of snow from our City parks to the site at the City Center. Based on previous years, we would ask for the following:

1 grader for 3 hours  
2 trucks for 3 hours each

We understand the necessity to make snow removal and public safety your first priority. Our target date is January 8<sup>th</sup>, but we will try to be flexible to meet the scheduling needs of everyone involved.

Thanks for your consideration.

Dan Powers  
Mayor, City of Driggs

# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

### Conference Objective

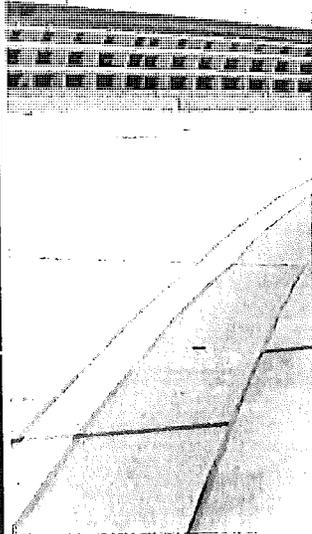
The Transportation Engineering and Road Research Alliance (TERRA) and the Road Dust Institute (RDI) would like to announce their 2014 annual conferences. Jointly held in Minneapolis, MN at the Earle Brown Heritage Center, local, state and county road practitioners, as well as researchers and federal agencies will come together on **February 4th** to identify best practices and lessons learned at the **3rd Road Dust BEST MANAGEMENT Practices Conference**. The conference will feature national and international experts presenting on environmental compatibility and sustainability, general and international best practices, and unique and extreme conditions as they relate to dust control and low volume roads.

**NOTE:** A pre-conference Unpaved Roads Workshop will be held on **Monday, February 3rd** at the Embassy Suites Hotel adjacent to the Earle Brown Heritage Center. A workshop agenda can be found by visiting [www.roaddustinstitute.org](http://www.roaddustinstitute.org).

**February 5th** will see the start of the **18th Annual TERRA Pavement Conference** (and continuation of the Road Dust BEST MANAGEMENT Practices Conference). This one-day conference will present sessions that examine current practices and implementation of new pavement research and technology. National and local trends and innovations will be examined to expand attendee understanding of pavement challenges and solutions. City and county engineers, public works officials, street and maintenance superintendents, managers, design and consulting engineers, contractors and others interested in pavement issues are invited to attend.

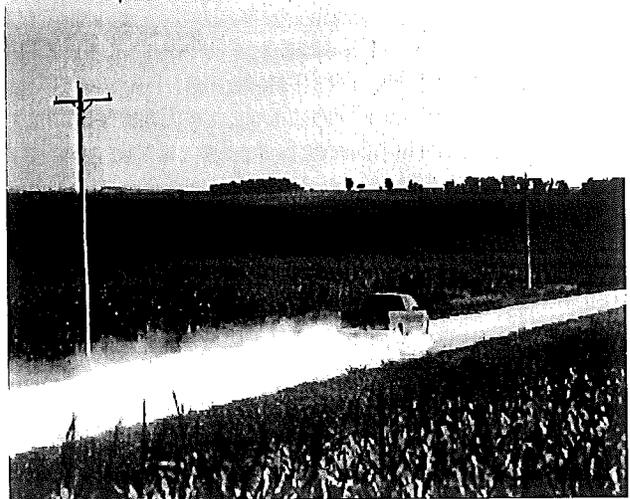
### TERRA

The **Transportation Engineering and Road Research Alliance (TERRA)** is a dynamic partnership of government, industry, and academia that continuously advances innovations in road engineering and construction. TERRA's mission is "To develop, sustain and communicate a comprehensive program on research on pavement, materials, and related transportation engineering challenges including issues related to cold climates."



### Road Dust Institute

The **Road Dust Institute (RDI)** provides tools to manage dust on transportation facilities through research, education and technology transfer thereby supporting improvements in health, safety, mobility, environmental sustainability and livability. RDI's unique knowledge, experience and capabilities provides for collaboration, partnering and consolidation of resources to address the needs of industry, government and other stakeholders to reduce the impacts of dust.



# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

### Registration and Fees

The early registration fee for both the 18th TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conference (postmarked by January 24th) is \$225.00. The late registration fee (postmarked after January 24th) is \$300.00. Your registration fee includes the February 4th evening reception, instructional handout materials, continental breakfast and lunch on both conference days, and admittance to the exhibit hall. You are encouraged to register early to take advantage of the lower fee.

There are several additional registration options available for this year's event. For your convenience we have summarized them below. Please be advised that early registration for these ends Friday, January 24th as well.

**TERRA Only Attendee Registration (\$150.00).** Includes admittance to all sessions, continental breakfast, lunch, and breaks on Wednesday, February 5th. \*\*TERRA attendees will also have the option of attending the Evening Vendor Reception on February 4th for an additional \$10.00.

**RDI Only Attendee Registration (\$187.50).** Includes admittance to all sessions, continental breakfast, lunch, and evening reception on Tuesday, February 4th and morning sessions, breakfast, and lunch on Wednesday, February 5th.

### Accommodations

A block of sleeping rooms has been reserved at the **Embassy Suites Minneapolis North**, 26300 Earle Brown Drive, Brooklyn Center, MN at a rate of \$109.00 plus tax for single occupancy. In order to receive this special rate you must make your reservation by **January 3, 2014**, and identify yourself as a participant of the **TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conference**. You can contact the hotel directly at (1-763-560-2700). Reservations made after the specified deadline will be accepted on a space and rate available basis.

Amenities included: directly attached to the historic Earle Brown Heritage Conference Center, complimentary cooked to order breakfast, free wireless internet, free onsite parking, Flying Spoons cafe, 24-hour fitness center, indoor heated swimming pool and whirlpool.

### Location

The conference will be held at the **Earle Brown Heritage Center** in Minneapolis. Conveniently located just minutes north of downtown Minneapolis, the beautifully restored historic Earle Brown Heritage Center is one of the Midwest's premier conference and event centers. With free wireless internet access, easy and convenient freeway access and acres of free parking, attendees will find the location well suited to their needs.

#### Earle Brown Heritage Center

6115 Earle Brown Drive  
Minneapolis, MN 55430

<http://www.earlebrown.com/mapdirections.html>

### Professional Development Hours

Attendees can receive a certificate stating the number of Professional Development Hours (PDHs) they receive for attending the conference. Attendees must indicate their desire to receive the certificate on the Registration Form.

#### Estimated PDHs are as follows:

**Joint TERRA/RDI Attendee** - 10.75 PDHs for Tuesday through Wednesday attendance

**TERRA Only Attendee** - 5.75 PDHs for Wednesday, February 5th attendance

**RDI Only Attendee** - 7.75 PDHs for Tuesday, February 4th attendance

W E L C O M E



TERRA  
Transportation Engineering  
and Road Research Alliance  
Partnering for Roadway Innovation

# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

**Friday, February 3rd (pre-conference)**

### Unpaved Roads Workshop\*

\*More details are available by visiting <http://roaddustinstitute.org/index.php/events>.

- |                     |   |
|---------------------|---|
| 8:30 am             | Registration  |
| 9:00 am             | <b>How to Design, Construct and Maintain Unpaved Roads - An Overview</b>  |
| 10:15 - 11:00 am    | <b>Understanding Gravel Road Material Selection and Performance</b>   |
| 11:00 - 11:30 am    | <b>Q&amp;A about Road Design, Construction and Maintenance</b>  |
| 11:30 am - 12:15 pm | LUNCH (provided)  |
| 12:15 - 1:30 pm     | <b>Selecting and Using Chemical Treatments for Gravel Roads</b><br>a) Introduction to gravel road chemical treatments<br>b) Selecting the right chemical treatments<br>c) Applying and maintaining gravel road chemical treatments<br>d) Q&A on gravel road chemical treatment  |
| 1:30 - 2:45 pm      | <b>Starting and/or Continuing a Chemical Treatment Plan</b><br>a) Life-cycle costs<br>b) Justification preparation  |
| 2:45 - 3:00 pm      | BREAK   |
| 3:00 - 4:00 pm      | <b>How to determine if the road is performing as intended and what to do to fix it.</b><br>a) <b>Road Operations and Monitoring</b><br>1. Measuring aggregate loss and crown slopes<br>2. Speed control and safety issues<br>3. Simple and reliable record keeping<br>b) <b>Q &amp; A with Instructors on Road Monitoring and Performance</b> |
| 4:00 - 4:30 pm      | <b>Wrap-up Panel Discussion and Participant Feedback</b>  |
| 4:30 pm             | Adjourn   |



# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

### Tuesday, February 4th - RDI Focused

8:30 - 10:00 am RDI Conference Opening Session - Quantifying the Issues Associated with Dust/Vendor Setup

10:00 - 10:30 am Break

10:30 am - 12:00 pm Concurrent Breakout Sessions

SESSION A1: Performance Evaluation of Materials	SESSION A2: Environmental
<p><b>Best Practices for Fines Preservation, Dust Control and Stabilization</b>  <i>Dave Barnes and Billy Connor, University of Alaska-Fairbanks</i>                      There are a number of different devices that have been used by researchers to measure particulate matter (dust) that is lofted from gravel roads and runways. This presentation describes how the University of Alaska-Fairbanks measures performance and longevity of dust control palliatives.</p>	<p><b>Environmental Compatibility</b>  <i>Bethany Kunz and Edward Little, US Geological Survey</i>                      Road managers on Federal and Tribal Lands face particular challenges in controlling fugitive dust while protecting natural resources. This presentation will present the results of a collaboration between USGS and the USFWS to identify and test several non-toxic dust control products.</p>
<p><b>Life-Cycle Cost Effects of Calcium Chloride Treatment: Issues and Answers</b>  <i>George Huntington and Khaled Ksaibati, Wyoming LTAP</i>                      This presentation discusses the methods used to derive the inputs to a regression model predicting surface maintenance costs, including both strengths and weaknesses.</p>	<p><b>Advances in State of Knowledge of Environmental Impacts of Dust Palliatives in the Past Decade</b>  <i>Dave James, University of Nevada-Las Vegas</i>                      This presentation reviews major studies completed and summarizes progress in the state of road dust control practices since the 2002 EPS workshop "Potential Environmental Impacts of Dust Suppressants: Avoiding Another Times Beach".</p>
<p><b>Incorporating Shingle Waste Into Dust Abatement Program</b>  <i>Thomas Wood and Eddie Johnson, Minnesota Department of Transportation</i>                      It is estimated that Minnesota generates more than 200,000 tons of shingle waste each year. One possible use would be to improve the performance of gravel surfacing and reduce dust. MnDOT, in conjunction with Jackson and Goodhue County recently completed a research project that does that. This presentation will give results of the project.</p>	<p>TBA</p>

12:00 - 1:00 pm Lunch/Vendor Area Opens



# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

**Tuesday, February 4th - (RDI Focused continued)**

1:00 - 2:30 pm **Concurrent Breakout Sessions**

SESSION B1: Dust Monitoring Methods	SESSION B2: Vendor Session: New Products, Methods and Approaches
<p><b>Evaluation of Dust Control Suppressants on Treated Unpaved Mine Haul Roads Using Mobile Sampling</b>  <i>Dennis Fitz and Kurt Bumiller, University of California-Riverside</i>            This presentation will describe the SCAMPER (System of Continuous Aerosol Monitoring of Particulate Emissions from Roadways) and its effectiveness in helping to determine the performance of dust suppressants on unpaved roads.</p>	<p>Vendors will have the opportunity to present on a variety of products, methods and approaches for controlling dust.</p>
<p><b>Standardization of Test Methods for Road Dust Control Performance Monitoring</b>  <i>Chatten Cowherd, Jr. retired (MRIGlobal) and Dave James, PhD, PE, University of Nevada-Las Vegas</i>            This presentation outlines the method standardization process and describes that status of published test methods that are applicable to road dust control performance monitoring including fence-line methods.</p>	
<p><b>Evaluate Dust Emissions Under Different Moisture Levels Using a Mobile Monitoring System</b>  <i>Dongzi Zhu, John Gillies and Vicken Etymezian, Desert Research Institute</i>            Unpaved road dust emission factor is a function of soil moisture level. It is difficult to evaluate unpaved dust emission factors under different moisture levels using the traditional AP42 silt content method. Using the TRAKER mobile road dust sampling platform, unpaved road emission factors under different soil moisture levels were tested at the Dugway Proving Ground, Utah. Data from treatment effectiveness tests at the Ocotillo Wells Park in California will also be discussed.</p>	

- 2:30 - 2:45 pm **Break**
- 2:45 - 4:30 pm **RDI Rollout and Membership Listening Session**
- 7:00 pm **Welcome Reception RDI & TERRA**

# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

**Wednesday, February 5th - TERRA & RDI**

7:30 - 8:30 am Vendor Breakfast

8:15 - 10:00 am **Opening Plenary TERRA PAVEMENT CONFERENCE**

8:15 - 8:35 **Welcome**

Moderated by Mark Maloney, Public Works Director, City of Shoreview

*Rory Rhinesmith, Deputy Administrator, Wisconsin Department of Transportation and TERRA Past Chair*

8:35-8:45 **Gerald Rohrbach Award Presentation**

*Rick Kjonas, Deputy State Aid to Local Transportation Engineer, Minnesota Department of Transportation*

8:45 - 9:20 **Sustainability in Pavements: A Journey and Not a Destination**

*Kurt Smith, Program Director, Applied Pavement Technology, Inc.*

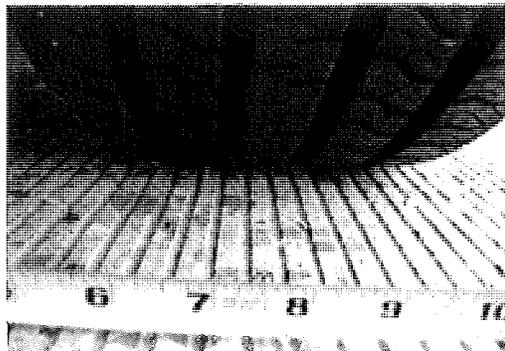
As sustainability considerations begin to take root, there is some uncertainty as to what "sustainability" means to a roadway agency and how a roadway agency should work to be more "sustainable." This presentation will describe why sustainability is relevant to the pavement community, emphasizing the importance of agency and project specific goals for sustainability solutions, and providing strategies for incorporating sustainability into all phases of a pavement life cycle.

9:20 - 10:00 **Impact of Implements of Husbandry on Bridges, Communities and Transportation Infrastructure**

*Rory Rhinesmith, Deputy Administrator, Wisconsin Department of Transportation and TERRA Past Chair*

The size and weight of agricultural equipment has increased over time to meet productivity and functionality needs in the field. This increase has reached a point where it is having a negative impact on public roads and bridges. This presentation will review the study on Implements of Husbandry in Wisconsin, discussing the process, study outcomes, and recommendations that attempted to strike a balance between Wisconsin's vital and diverse agricultural industry and the need to protect the public's investment in state and local roads and bridges while providing for safe travel for all users.

10:00 - 10:30 am BREAK (time with Vendors)



# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

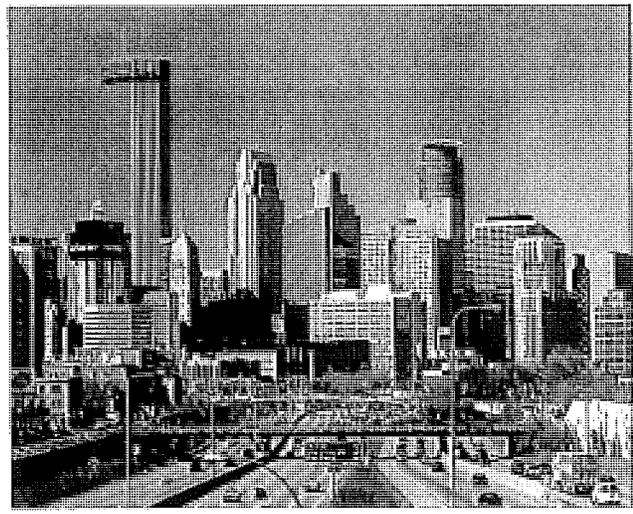
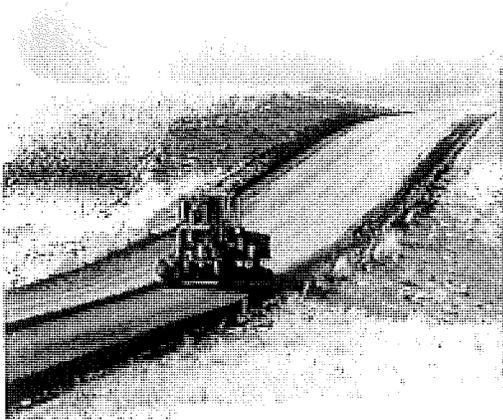
## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

Wednesday, February 5th - TERRA & RDI continued

10:30 am - 12:00 pm **Concurrent Breakout Sessions**

RDI - Selecting and Specifying Chemical Treatments for Un-paved Roads and Airports	TERRA - Concrete Pavements Moderated by Steve Krebs, Wisconsin Department of Transportation
<b>Understanding Gravel Road Material Selection &amp; Performance</b> <i>Dave Jones, University of California</i>	<b>Colored Concrete Pavements- Are They Here To Stay?</b> <i>Tom Burnham, Minnesota Department of Transportation</i> Presentation of the final results from the Minnesota Local Road Research Board - sponsored research on the causes of rapid deterioration of colored concrete.
<b>Selecting and Using Chemical Treatments for Gravel Roads</b> <i>TBA</i>	<b>Updated Guide for Concrete Pavement Preservation</b> <i>Kurt Smith, Applied Pavement Technology, Inc.</i> Presentation summarizes the National Concrete Pavement Technology Center's updated guide to assist state and local agencies in selecting and constructing preservation treatments for concrete pavements
<b>Specifications &amp; Standards</b> <i>TBA</i>	<b>Non-Destructive Testing for Concrete Pavement Thickness Quality Assurance</b> <i>Mark Dunn, Iowa Department of Transportation</i> Presentation will detail the Iowa DOT's use of the MIT-Scan-T2 device for determining concrete pavement thickness for quality assurance and incentive payment.

12:00 - 1:00 pm **LUNCH (provided)**



# TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

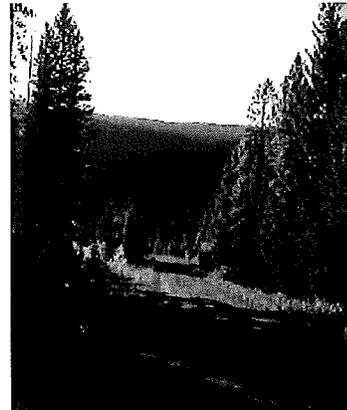
## TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

Wednesday, February 5th - TERRA continued

1:00 - 2:30 pm **Concurrent Breakout Sessions**

TERRA - Low Volume Road Topics Moderated by Joel Ulring, Minnesota Department of Transportation	TERRA - Asphalt Pavements Moderated by Jerry Geib, Minnesota Department of Transportation
<p><b>Use of High Float Roadways In Alaska</b> <i>Billy Connor, University of Alaska</i> High Float Emulsion over dense graded base courses have been used since the mid-1980's as the predominate surface for roadways in rural Alaska. The presentation will discuss the design, use and performance of "High Float."</p>	<p><b>Types of Asphalt Failures</b> <i>Ervin Dukatz, Mathy Construction Co.</i> Presentation on types of asphalt pavement failures and the issues that may have caused them.</p>
<p><b>Minnesota's Experience with Lightly Surfaced Roads</b> <i>Eddie Johnson, Minnesota Department of Transportation</i> A review of the performance of thin bituminous surfacing as used on Minnesota's state, county, and city road systems.</p>	<p><b>Consistency Matters: Use of Infrared and Ground Penetrating Radar for Asphalt Pavements</b> <i>Greg Johnson and Shongtao Dai, Minnesota Department of Transportation</i> Presentation on the use of infrared surface temperature profiles during construction to achieve uniformity and the use of ground penetrating radar to measure density of asphalt pavements.</p>
<p><b>Quantifying and Communicating the Effect of Heavy Vehicles on Pavements</b> <i>W. James Wilde, Minnesota State University</i> Research results on the impacts of heavy vehicles (wind turbine construction, garbage haulers, etc.) on pavement structures have been incorporated into a simple tool. Communicating the impacts effectively to the public and decision-makers can be just as important as quantifying them accurately.</p>	<p><b>Asphalt Aging- What Does It Mean? Pooled Fund Study Update</b> <i>Tom Wood, Minnesota Department of Transportation</i> Presentation on the findings of the MnROAD pooled fund study on measuring asphalt aging, and how it relates to pavement performance.</p>

2:45 - 3:15 pm **Break (time with Vendors)**



TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

# TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

Wednesday, February 5th - TERRA continued

3:15 - 4:45 pm

### Closing Plenary

Moderated by Maureen Jensen, Minnesota Department of Transportation

#### **"Don't Shoot the Messenger" - Communicating Transportation Needs to Local Citizens and Officials**

*Rick West, Otter Tail County Engineer and Sue Miller, Freeborn County Engineer*

This presentation will provide background information and the current status of the Systems Preservation Study, a MN Local Road Research Board project. Two counties will describe their individual approaches in educating and communicating the study's results, strategy selections and what changes these efforts will bring about in their highway system preservation management.

#### **Manitoba's Winter Roads: From "Eh" to Z**

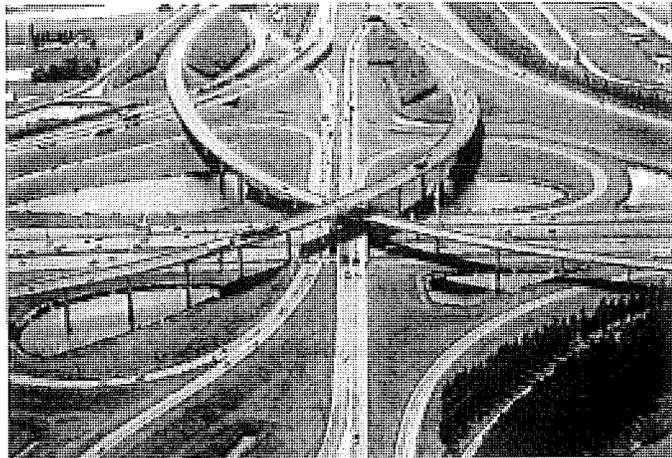
*Larry Halayka, Director of Contract Services, Manitoba Infrastructure and Transportation Department*

An overview of Manitoba winter (ice) roads including construction techniques, challenges and successes.

#### **Pavement Preservation Effectiveness: Lessons Learned**

*Dave Peshkin, Vice President, Applied Pavement Technology, Inc.*

Mr. Peshkin will share his experiences on evaluating pavement preservation program cost effectiveness based on several projects. His "lessons learned" may be helpful to other agencies interested in knowing more about the cost-effectiveness of their own preservation programs.



## TWO CONFERENCES ONE PLACE ♦ February 4-5, 2014 ♦ Minneapolis, MN

# TERRA Pavement & Road Dust BEST MANAGEMENT Practices Conferences

Presented by Meetings Northwest, Inc. (TERRA) and Road Dust BEST MANAGEMENT Practices Conference in partnership with Meetings Northwest, Inc. (RD) and the Road Dust Institute (RDI). For more information, visit [www.terraandrdi.com](http://www.terraandrdi.com) or [www.roaddustinstitute.org](http://www.roaddustinstitute.org). For more information, visit [www.terraandrdi.com](http://www.terraandrdi.com) or [www.roaddustinstitute.org](http://www.roaddustinstitute.org). For more information, visit [www.terraandrdi.com](http://www.terraandrdi.com) or [www.roaddustinstitute.org](http://www.roaddustinstitute.org).

### Part 1: Contact Information

ATTENDEE NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY/ORGANIZATION/AGENCY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS (continued) \_\_\_\_\_

CITY, STATE/PROVINCE, ZIP/POSTAL CODE \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

Allow us to better serve you. If you have any special needs (diet, transportation requirements, etc.) please indicate so here:

\_\_\_\_\_

\_\_\_\_\_

Do you wish to receive a PDH certificate for your participation?  
 YES     NO

### Part 2: Registration Packages

To be eligible for the early registration fee, this form must be postmarked by **January 24, 2014**. To learn what is included in each of the below, refer to the 2nd page of this packet or go online to <http://www.terraandrdi.com/events/conference>.

	Early	Late
RDI Pre-Conference Workshop	<input type="checkbox"/> \$100.00	<input type="checkbox"/> \$100.00
Joint TERRA/RDI	<input type="checkbox"/> \$225.00	<input type="checkbox"/> \$300.00
RDI only (1.5 days)	<input type="checkbox"/> \$187.50	<input type="checkbox"/> \$262.50
TERRA Only (1 day)	<input type="checkbox"/> \$150.00	<input type="checkbox"/> \$225.00
Welcome Reception (TERRA only, RDI attendee admittance included in RDI registration)	<input type="checkbox"/> \$ 10.00	<input type="checkbox"/> \$ 10.00

### Part 3: Session Selection

To assist with our planning, we request that you indicate which concurrent session(s) you are planning to attend (see the Preliminary Agenda for expanded descriptions).

#### February 4th -

- Opening Session
- Concurrent Sessions (10:30 am) - select one**
- A1: Performance Evaluation of Materials
  - A2: Environmental
- Concurrent Sessions (1:00 pm) - select one**
- B1: Dust Monitoring Methods
  - B2: Vendor Session: New Products, Methods and Approaches
- Welcome Reception (\$10.00 for TERRA only attendees - see Part 2)

#### February 5th -

- Opening Plenary TERRA Conference/Joint Session
- Concurrent Sessions (10:30 am) - select one**
- RDI: Selecting and Specifying Chemical Treatments for Unpaved Roads/Airports
  - TERRA: Concrete Pavements
- Concurrent Sessions (1:00 pm) - select one**
- TERRA: Low Volume Road Topics
  - TERRA: Asphalt Pavements

### Part 4: Payment

I. Registration Fees (from Part 2)    TOTAL \$ \_\_\_\_\_

#### Payment method (select one):

- Check or Money Order (payable to Meetings Northwest, LLC)  
 Mail to: TERRA/RDI Conference  
 Meetings Northwest, LLC  
 PO Box 2083  
 Missoula, MT 59806-2083
- Credit Card

Credit Card Payment (provide all of the following information):

Name (as it appears on the card) \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Card Verification/Validation Code (Visa or Master Card three digit number on the back, usually found in signature area. American Express - four digit number on the front in the upper right corner.) \_\_\_\_\_

Circle One:    Visa            Master Card            American Express

#### CANCELLATION POLICY

Individuals who must cancel their registration can do so 30 days prior to the event and receive a full refund. Individuals who must cancel two weeks to 30 days prior to the event receive a 75% refund, and a 50% refund will be issued for cancellations made one to two weeks prior to the event. Cancellations received less than one week from the event will not be eligible for a refund. Substitutions, however, are always welcome.





## MEMO

DATE: Dec 19, 2013

TO: Board of County Commissioners

FROM: Tom Davis

SUBJECT: Law Enforcement Center

### PROGRESS REPORT

- The tile in all of the bathrooms is complete, and the plumber is installing fixtures.
- The cabinets are on-site and being installed.
- All of the painting is done except for the accent colors in the main corridor.
- Business Phone Specialists is on the job installing cable trays and data cabling.
- The City has approved a wall mounted light fixture for illuminating the flag. It will replace one of the exterior wall lights.
- Most of the light fixtures and electrical receptacles have been installed.
- The bids for the antenna tower will be opened on Fri, Dec 20<sup>th</sup> at 2:PM. In order to expedite the tower fabrication, I am requesting that the Board approve an amount of money equal to the 2<sup>nd</sup> lowest bid, or less, so that after Ormond Builders has time to review the bids, and make an award recommendation, the Chairman of the Board can sign the contract.

Thank you,  
Tom

## Law Enforcement Center Construction Costs as of December 4, 2013

Trade Contract	Signed Contract on File	Description	Contractor	Low Bid Amount	C.O. #	Change Order Amount	Final Amount
1	x	Site & Building Excavation, etc.	Action Excavation LLC	71,000	1, 4	1,919	80,763
					1, 8	7,845	
2	x	Fences & Gates	Pro-Line Fence	8,245			8,245
3	x	Building Concrete	JM Concrete Inc.	157,401			157,401
4	x	Masonry	M.L. Masonry	161,000	24	-11,078	149,922
5	x	Aluminum storefront/entrance	Ard's Glass & Paint	104,980	25	3,030	108,010
6	x	Single Ply Roofing	Smith Roofing & Siding	209,470	18	5,810	200,968
					19	-14,616	
					26	304	
7	x	Plumbing	Mathews Plmg & Htg Inc.	85,000	2	-845	92,542
					27	8,387	
8	x	HVAC, temp controls	Commercial Metal Works Inc	196,000	10	1,061	197,061
9	x	Electrical	Nelson Electric LLC	264,700	3	-46,020	234,937
					6	-1,110	
					9	10,595	
					12,13,14	2,110	
					32-34, 36	4,662	
10	x	Structural Steel	Steel West Inc.	47,000			47,000
11	x	Hardware & steel doors	Architectural Building supply	64,800			64,800
12	x	Wood Framing Materials	K2 Builders	90,600	23	-9,080	81,520
13	x	Finish carpentry	Byron Beck Builders	32,800	31	3,900	36,700
14	x	Millwork	Falls Cabinet & Millwork	61,913			61,913
15	x	Building Insulation	Merlin's Insulation	68,258	22	-54,958	13,300
16	x	Overhead Doors	BMC West	3,560			3,560
17	x	Gypsum Drywall	Standard Drywall Inc.	110,025	21	4,093	118,243
					30	4,125	
18	x	Ceramic Tile	Davis Tile Co. Inc.	13,320			13,320
19	x	Carpet & Flooring	Spectra Contract Flooring	50,000	20	-6,000	44,952
					35	952	
20	x	Painting	Sharp's Professional Painting	36,168			36,168
21	x	Landscaping	All American Yards Inc.	28,382	21	3,030	31,412
22	x	Wood Framing Materials	Idaho Pacific Lumber	116,262			116,262
23	x	Toilet Accessories	SBI Contracting Inc.	5,495			5,495
24	x	Lockers	SBI Contracting, Inc.	1,925			1,925
25		Antenna Tower					
<b>Trade Contract Totals</b>				<b>\$1,988,304</b>		<b>-81,885</b>	<b>\$1,906,419</b>
Trade Contracts, Changes & reimbursables				\$2,502,166	Ormond reimbursable expenses to date		164,216
Ormond Fee				168,599			168,599
Fee increase due to CO #1-3				5,027			5,027
<b>Guaranteed Maximum Amount (GMA)</b>				<b>\$2,675,792</b>	<b>Total GMA contracts &amp; reimbursables</b>		<b>\$2,244,261</b>
<b>NOT-IN-CONTRACT EXPENSES PAID TO DATE</b>							
				City of Driggs water hook-up fees		4,289	
				City of Driggs water meter, valve & install & hook-up fees		8,069	
				City of Driggs & Idaho DOT permits		1,525	
				City of Driggs 50% cost of new water main line		15,000	
				Fall River relocate line & 3 phase power		16,222	
				Design specs for Antenna Tower		2,000	
				Jorgensen Engineering, materials testing & construction surveying		19,297	
				Generator relocation expenses		450	
				Builders Risk Property Insurance		2,626	
				<b>TOTAL NIC COSTS TO DATE</b>		<b>\$69,478</b>	
<b>OTHER NIC EXPENSES</b>							
				Courthouse/LEC/R&B/Solid Waste microwave connection		12,000	
				Generator modifications (see CO #9)		0	
				JHS Architects Fixed Fee, as amended		182,600	
				Required art feature on corner		5,000	
				<b>TOTAL KNOWN COSTS TO DATE</b>		<b>\$2,513,339</b>	

**Trade Contract Change Notification**

**TCCO No. 06**

**TETON COUNTY, IDAHO**

150 Courthouse Drive  
Driggs, Idaho 83422

Ph: (208)354-8775  
Fax: (208)354-8410

Date: December 13, 2013

To: Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

Attention: Greg Nelson

Subject: Teton County Law Enforcement Center  
Driggs, Idaho

Trade Contract No. 9:

Trade Contract Change Order (TCCO) No. 06 dated December 13, 2013 has been accepted. This work includes:

**Revise site conduits as per Ormond Builders, Inc. scope explanation letter dated June 18, 2013.**

(re: Nelson Electric LLC proposal dated June 27, 2013).

You are authorized to proceed with this work. Your contract value is adjusted as follows:

Increase your Trade Contract Value:	\$ -----	Idaho sales/use tax included
Decrease your Trade Contract Value:	\$ 1,110.00	Idaho sales/use tax included

Authorized:

OWNER

Teton County, Idaho  
150 Courthouse Drive  
Driggs, Idaho 83422

By: \_\_\_\_\_  
Kelly Park, Chairman

Printed Name: Kelly Park

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

cc: Accounting

Acknowledgment and Acceptance:

TRADE CONTRACTOR

Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

By \_\_\_\_\_

Printed Name: Greg Nelson

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





PO Box 142 Menan, ID 83434  
Office: 208-754-9389  
Fax: 208-745-9282  
www.nelson-electricllc.com

**DATE: 6/27/13**

**JOB: Teton Law Office (TCCO No. 6)**

**FOR: Ormond Builders Inc.**

**DESCRIPTION OF WORK**

Trade contract change order no. 3 scope of work (see change order no. 3)

Trade contract change order no. 6 scope of work

- Extend 4" conduit at north property line running east/west from the existing power pole to the 4" stub-out frame of the IT room for owner fiber optic cable. Add additional 4" conduit footage as needed. Silver star conduits do not run all the way, we are required to trench. **See RFI-11 for pricing**
- Delete 3-4" PVC conduits between west building wall to the antenna and one J-box.
- Add one each 4" conduit running north/south for silver star lines

Material to be deleted/used

- -480' of 4" PVC Conduit
- -1 underground pull box
- 130' 4" PVC Conduit

**Total Material \$(-690.00)**

**Total Labor Deduct 7 hours@\$60.00= (\$-420.00)**

**No cost change in trenching**

**Total Price: (-\$1,110.00)**

THANK YOU

**License Numbers**

Idaho: ELE-38127

Idaho Public Works: PWC-C-17421-A-4

Utah: 7297905-5501

Montana: 2302

Colorado: 8131

Wyoming: C-27854

**Trade Contract Change Notification**

**TCCO No. 32**

**TETON COUNTY, IDAHO**

150 Courthouse Drive  
Driggs, Idaho 83422

Ph: (208)354-8775  
Fax: (208)354-8410

Date: December 13, 2013

To: Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

Attention: Greg Nelson

Subject: Teton County Law Enforcement Center  
Driggs, Idaho

Trade Contract No. 9:

Trade Contract Change Order (TCCO) No. 32 dated December 13, 2013 has been accepted. This work includes:

**Complete electrical wiring to fire/smoke dampers as per Architect's response to RFI No. 52.**

**(re: Nelson Electric LLC proposal dated November 19, 2013).**

You are authorized to proceed with this work. Your contract value is adjusted as follows:

Increase your Trade Contract Value:	<u>\$ 445.00</u>	Idaho sales/use tax included
Decrease your Trade Contract Value:	<u>\$ -----</u>	Idaho sales/use tax included



Authorized:

OWNER

Teton County, Idaho  
150 Courthouse Drive  
Driggs, Idaho 83422

By: \_\_\_\_\_  
Kelly Park, Chairman

Printed Name: Kelly Park

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

cc: Accounting

Acknowledgment and Acceptance:

TRADE CONTRACTOR

Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

By \_\_\_\_\_

Printed Name: Greg Nelson

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



PO Box 142 Menan, ID 83434  
Office: 208-754-9389  
Fax: 208-745-9282  
www.nelson-electricllc.com

RECEIVED  
NOV 19 2013  
ORMOND BUILDERS, INC.

**DATE: 11/19/13**  
**JOB: Teton Law Office RFI-52**  
**FOR: Ormond Builders**

**DESCRIPTION OF WORK**

There are 3 fire/smoke dampers that don't have power.

1. The return air dampers (2) for FC 17,18,19
2. Damper over door 141C duct running to the snow and ice melt catchment system.

**Material to be used**

- |  |        |
|--|--------|
| • 3/8" MC BX Snap Tite Connector Round | 8.00   |
| • 12/2 Aluminum Clad MC Cable          | 100.00 |
| • 3/8" 1-Hole Strap                    | 25.00  |

**Total material \$85.00**

**Labor**

- 6 hours @ \$60.00=\$360.00

**BID PRICE: \$445.00**

THANK YOU

**License Numbers**

Idaho: ELE-38127  
Idaho Public Works: PWC-C-17421-A-4  
Utah: 7297905-5501  
Montana: 2302  
Colorado: 8131  
Wyoming: C-27854

**Trade Contract Change Notification**

**TCCO No. 33**

**TETON COUNTY, IDAHO**

150 Courthouse Drive  
Driggs, Idaho 83422

Ph: (208)354-8775  
Fax: (208)354-8410

Date: December 13, 2013

To: Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

Attention: Greg Nelson

Subject: Teton County Law Enforcement Center  
Driggs, Idaho

Trade Contract No. 9:

Trade Contract Change Order (TCCO) No. 33 dated December 13, 2013 has been accepted. This work includes:

**Addition of power and data outlets throughout the building as per Architect's Supplemental Instruction No. 36 dated September 25, 2013.**

**(re: Nelson Electric LLC proposal dated November 19, 2013).**

You are authorized to proceed with this work. Your contract value is adjusted as follows:

Increase your Trade Contract Value:	<u>\$ 1,155.00</u>	Idaho sales/use tax included
Decrease your Trade Contract Value:	<u>\$ -----</u>	Idaho sales/use tax included

Authorized:

Acknowledgment and Acceptance:

OWNER

TRADE CONTRACTOR

Teton County, Idaho  
150 Courthouse Drive  
Driggs, Idaho 83422

Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

By: \_\_\_\_\_  
Kelly Park, Chairman

By \_\_\_\_\_

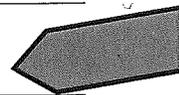
Printed Name: Kelly Park

Printed Name: Greg Nelson

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

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

cc: Accounting





PO Box 142 Menan, ID 83434  
Office: 208-754-9389  
Fax: 208-745-9282  
www.nelson-electricllc.com

DATE: 11/19/13  
JOB: Teton Law Office ASI-36  
FOR: Ormond Builders

RECEIVED  
NOV 19 2013  
ORMOND BUILDERS, INC.

DESCRIPTION OF WORK

1. Add power outlets where shown on attached plan (5 total)
2. Add data outlets where shown on attached plan. (9 total)

Material to be used:

• 3/4" EMT	180.00
• 3/4" Set Screw Steel Insul Throat Conn	18.00
• 3/4" Set Screw Steel Cplg	18.00
• 3/4" 1-Hole Strap	22.50
• 4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	5.00
• 4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	9.00
• 4" Square-1G Plaster Ring-5/8"D	14.00
• 12/2 Aluminum Clad MC Cable	100.00
• 3/8" MC/BX Connector	10.00
• 20A/125V Spec Grade Dup Rcpt (5-20R)	5.00
• 1G Plastic Duplex Receptacle Plate	5.00
• Red Wirenuts	15.00
• Grndscr&Bare Pigtail	5.00
• 3/8" 1-Hole Strap	25.00
• 6X1/4" Pan Head Tapping Screw	20.00

Total Material \$255.00

Total Labor 15 hours @ \$60.00=\$900.00

**BID PRICE: \$1,155.00**

License Numbers

Idaho: ELE-38127

Idaho Public Works: PWC-C-17421-A-4

Utah: 7297905-5501

Montana: 2302

Colorado: 8131

Wyoming: C-27854

**Trade Contract Change Notification**

**TCCO No. 34**

**TETON COUNTY, IDAHO**

150 Courthouse Drive  
Driggs, Idaho 83422

Ph: (208)354-8775  
Fax: (208)354-8410

Date: December 16, 2013

To: Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

Attention: Greg Nelson

Subject: Teton County Law Enforcement Center  
Driggs, Idaho

Trade Contract No. 9:

Trade Contract Change Order (TCCO) No. 34 dated December 13, 2013 has been accepted. This work includes:

**Remove roughed-in electrical for exterior lights and reinstall at revised height as per Architect's Supplemental Instruction No. 35. This supersedes lower height called for in Architect's Supplemental Instruction No. 13 and also supersedes original higher height called for on the plans.**

(re: Nelson Electric LLC proposal dated November 19, 2013).

You are authorized to proceed with this work. Your contract value is adjusted as follows:

Increase your Trade Contract Value: \$ 812.00 Idaho sales/use tax included  
Decrease your Trade Contract Value: \$ ----- Idaho sales/use tax included

Authorized:

OWNER

Teton County, Idaho  
150 Courthouse Drive  
Driggs, Idaho 83422

By: \_\_\_\_\_  
Kelly Park, Chairman

Printed Name: Kelly Park

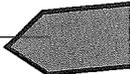
Date: \_\_\_\_\_

cc: Accounting

Acknowledgment and Acceptance:

TRADE CONTRACTOR

Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

By \_\_\_\_\_ 

Printed Name: Greg Nelson

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



PO Box 142 Menan, ID 83434  
Office: 208-754-9389  
Fax: 208-745-9282  
www.nelson-electricllc.com

**DATE: 11/19/13**  
**JOB: TETON LAW OFFICE ASI-35**  
**FOR: ORMOND BUILDERS**

RECEIVED  
NOV 19 2013  
ORMOND BUILDERS, INC.

**DESCRIPTION OF WORK**

RAISE ROUGH-IN (2') FOR EXTERIOR LIGHTS TO 10' ABOVE FLOOR. ALL EXTERIOR LIGHT HAD BEEN ROUGHED IN. THIS REQUIRED RE-WORKING THE EXTERIOR LIGHTS

**MATERIAL USED**

- 100' 12/2 mc CABLE
- 28 MC CONNECTORS

**TOTAL MATERIAL \$92.00**

**Labor**

- 12 hours @\$60.00=\$720.00

**TOTAL PRICE: \$812.00**

THANK YOU

**License Numbers**

Idaho: ELE-38127  
Idaho Public Works: PWC-C-17421-A-4  
Utah: 7297905-5501  
Montana: 2302  
Colorado: 8131  
Wyoming: C-27854

**Trade Contract Change Notification**

**TCCO No. 35**

**TETON COUNTY, IDAHO**

150 Courthouse Drive  
Driggs, Idaho 83422

Ph: (208)354-8775  
Fax: (208)354-8410

Date: December 17, 2013  
To: Spectra Contract Flooring  
3759 West 2340 South, Unit H  
West Valley City UT 84120  
Attention: Wyand Hart  
Subject: Teton County Law Enforcement Center  
Driggs, Idaho  
Trade Contract No. 19:

Trade Contract Change Order (TCCO) No. 35 dated December 16, 2013 has been accepted.  
This work includes:

**Per Architect's instruction, substitute Earthworks Meridian LVT for specified Shaw Decostone LVT that has been discontinued.**

(re: Spectra Contract Flooring's cost proposal dated October 30, 2013).

You are authorized to proceed with this work. Your contract value is adjusted as follows:

Increase your Trade Contract Value: \$ 952.00 Idaho sales/use tax included  
Decrease your Trade Contract Value: \$ ----- Idaho sales/use tax included

Authorized:  
OWNER  
Teton County, Idaho  
150 Courthouse Drive  
Driggs, Idaho 83422

Acknowledgment and Acceptance:  
TRADE CONTRACTOR  
Spectra Contract Flooring  
3759 West 2340 South, Unit H  
West Valley City UT 84120

By: \_\_\_\_\_  
Kelly Park, Chairman

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

Printed Name: Kelly Park

Printed Name: Wyand Hart

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

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

cc: Accounting



Contract Flooring Services, Inc. d/b/a  
 Contract Flooring - Salt Lake City  
 1340 S. Unit H  
 Provo, UT 84120

**SPECTRA**  
 CONTRACT FLOORING

A Berkshire Hathaway Company

Proposal Submitted To Teton County, State of Idaho		Attention Project Manager		Phone (208) 524-1422	Fax (208) 524-7488	Date 10/30/13
				Job Name Teton County Law Center		Job # 17763
Street % Ormond Builders Inc: 1084 N Skyline Dr				Job Street 150 Courthouse Dr.		Proposal ID 29050-A02
City, State and Zip Idaho Falls, ID 83402	Architect	Date of Plans	Add #	Job City, State and Zip DRIGGS, ID 83422	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Upgrade LVT to Earthwerks Meridian SKM8324 from what was originally specified. 1380sf @ \$.69 = \$952.20	\$952.20
<b>Base Bid Total:</b>	<b>\$952.20</b>

**Proposal Inclusions and Exclusions:**

1. \*\*General must supply PARCEL number and SCR entry number\*\*

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: \_\_\_\_\_ Wyand Hart Cell: (801) 949-4676 \$952.20  
 Email: wyand.hart@spectracf.com

**Conditions of Proposal:**

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Teton County, State of Idaho Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Trade Contract Change Notification**

**TCCO No. 36**

**TETON COUNTY, IDAHO**

150 Courthouse Drive  
Driggs, Idaho 83422

Ph: (208)354-8775  
Fax: (208)354-8410

Date: December 17, 2013

To: Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

Attention: Greg Nelson

Subject: Teton County Law Enforcement Center  
Driggs, Idaho

Trade Contract No. 9:

Trade Contract Change Order (TCCO) No. 36 dated December 17, 2013 has been accepted. This work includes:

**Install Owner's UPS complete with all electrical work and new additional electrical panel as per Architect's Supplemental Instruction No. 48r1.**

(re: Nelson Electric LLC's proposal received December 12, 2013).

You are authorized to proceed with this work. Your contract value is adjusted as follows:

Increase your Trade Contract Value:	<u>\$ 2,250.00</u>	Idaho sales/use tax included
Decrease your Trade Contract Value:	<u>\$ -----</u>	Idaho sales/use tax included

Authorized:

OWNER

Teton County, Idaho  
150 Courthouse Drive  
Driggs, Idaho 83422

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

Kelly Park, Chairman

Printed Name: Kelly Park

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

cc: Accounting

Acknowledgment and Acceptance:

TRADE CONTRACTOR

Nelson Electric LLC  
P.O. Box 142  
Menan ID 83434

By \_\_\_\_\_

Printed Name: Greg Nelson

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



PO Box 142 Menan, ID 83434  
 Office: 208-754-9389  
 Fax: 208-745-9282  
 www.nelson-electricllc.com

**DATE: 12/2/13**  
**JOB: Teton Law Office ASI 48R1**  
**FOR: Ormond Builders**

**RECEIVED**  
**DEC 12 2013**  
 ORMOND BUILDERS, INC.

**DESCRIPTION OF WORK**

Providing and installation a 100 amp panel to be feed from the owners UPS system. Nelson Electric to install owner furnished UPS.

**Material to be used;**

• Description	Qty
• 3/4" EMT	100.00
• 1" EMT	75.00
• 3/4" Set Screw Steel Insul Throat Conn	24.00
• 1" Set Screw Steel Insul Throat Conn	6.00
• 3/4" Set Screw Steel Cplg	10.00
• 1" Set Screw Steel Cplg	7.50
• 3/4" 1-Hole Strap	12.50
• 1" 1-Hole Strap	9.38
• 4" Square Box (1/2 & 3/4 KO's)	11.00
• #12 THHN CU Stranded Wire	315.00
• #10 THHN CU Stranded Wire	78.75
• #6 THHN CU Stranded Wire	420.00
• 100 Amp Surf Panel-Nema 1	1.00

Total Material \$930.00  
 Labor 22 Hours \$1,320.00

**BID PRICE: \$2,250.00**

THANK YOU

**License Numbers**

Idaho: ELE-38127  
 Idaho Public Works: PWC-C-17421-A-4  
 Utah: 7297905-5501  
 Montana: 2302  
 Colorado: 8131  
 Wyoming: C-27854

**Annual Road and Street Financial Report**

Reporting Entity Name - Enter below by entity type		Please return, <b>not later than December 31</b> , to: BRANDON D WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720
City <b>or</b>	County of City	
County <b>or</b> <b>TETON COUNTY</b>		
Highway District	County of Hwy. District	
This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, <i>Idaho code</i> .		
Dated this _____ day of _____, _____.		Sid Kunz
ATTEST:		Kelly Park
_____, City Clerk/Treasurer		Kathy Rinaldi
Mary Lou Hansen, Teton County Clerk		Teton County Commissioners

Contact Phone Number: 208-354-8780

**FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013.**

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	963,447
<b>RECEIPTS</b>		
<b>LOCAL FUNDING SOURCES</b>		
Line 2	Property tax levy (for roads, streets and bridges) . . . . .	796,737
Line 3	Sale of assets . . . . .	
Line 4	Interest income . . . . .	
Line 5	Fund transfers from non-highway accounts. . . . .	294,471
Line 6	Proceeds from sale of bonds (include LIDs) . . . . .	
Line 7	Proceeds from issue of notes (include loans) . . . . .	
Line 8	Local impact fees . . . . .	
Line 9	Local option registration fee . . . . .	
Line 10	All other LOCAL receipts or transfers in. . . . .	28,102
<b>Line 11</b>	<b>Total Local Funding (sum lines 2 through 10).</b> . . . . .	<b>1,119,310</b>
<b>STATE FUNDING SOURCES</b>		
Line 12	Highway user revenue . . . . .	888,223
Line 13	Sales tax/Inventory replacement tax . . . . .	
Line 14	Sales tax/Revenue sharing . . . . .	
Line 15	Other State funds (Packsaddle STIP close-out, Idaho Bureau of Homeland Security) . . . . .	
Line 16	All other STATE receipts or transfers. . . . .	
<b>Line 17</b>	<b>Total State Funding (sum lines 12 through 16).</b> . . . . .	<b>888,223</b>
<b>FEDERAL FUNDING SOURCES</b>		
Line 18	National Forest Reserve Apportionment . . . . .	93,687
Line 19	Critical bridge . . . . .	
Line 20	STP Rural . . . . .	
Line 21	STP Urban. . . . .	
Line 22	All other FEDERAL receipts or transfers . . . . .	
<b>Line 23</b>	<b>Total Federal Funding (sum lines 18 through 22)</b> . . . . .	<b>93,687</b>
<b>Line 24</b>	<b>TOTAL RECEIPTS (sum lines 11, 17, 23)</b> . . . . .	<b>2,101,220</b>

**DISBURSEMENTS**

<b>NEW CONSTRUCTION</b>		
Line 25	Roads . . . . .	
Line 26	Bridges, culverts and storm drainage . . . . .	179,422
Line 27	RR Crossing . . . . .	
Line 28	Other (specify - including salaries and benefits). . . . .	
<b>Line 29</b>	<b>Total New Construction (sum lines 25 through 28).</b> . . . . .	<b>179,422</b>
<b>RECONSTRUCTION/REPLACEMENT/REHABILITATION</b>		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade). . . . .	307,857
Line 31	Bridges, culverts and storm drainage . . . . .	12,350
Line 32	RR Crossing. . . . .	
Line 33	Other (specify - including salaries and benefits). . . . .	
<b>Line 34</b>	<b>Total Reconstruction/Replacement (sum lines 30 through 33).</b> . . . . .	<b>320,207</b>
<b>ROUTINE MAINTENANCE</b>		
Line 35	Chip sealing or seal coating. . . . .	469,461
Line 36	Patching . . . . .	110,867
Line 37	Snow removal . . . . .	248,272
Line 38	Grading/blading . . . . .	49,398
Line 39	RR Crossing. . . . .	
Line 40	Other (signs & striping). . . . .	23,702
<b>Line 41</b>	<b>Total Routine Maintenance (sum lines 35 through 40)</b> . . . . .	<b>901,700</b>
<b>EQUIPMENT</b>		
Line 42	New equipment purchase - automotive, heavy, other. . . . .	
Line 43	Equipment lease - Equipment purchase . . . . .	197,271
Line 44	Equipment maintenance. . . . .	120,160
Line 45	Other (specify). . . . .	
<b>Line 46</b>	<b>Total Equipment (sum lines 42 through 45)</b> . . . . .	<b>317,431</b>
<b>ADMINISTRATION</b>		
<b>Line 47</b>	<b>Administrative salaries and expenses.</b> . . . . .	<b>152,559</b>
<b>OTHER</b>		
Line 48	Right-of-way and property purchases . . . . .	
Line 49	Property leases . . . . .	
Line 50	Street lighting . . . . .	
Line 51	Professional services - audit, clerical, and legal. . . . .	
Line 52	Professional services - engineering. . . . .	43,875
Line 53	Interest - bond (include LIDs). . . . .	
Line 54	Interest - notes (include loans). . . . .	
Line 55	Redemption - bond (include LIDs) . . . . .	
Line 56	Redemption - notes (include loans) . . . . .	
Line 57	Payments TO other local government. . . . .	
Line 58	Fund transfers to non-highway accounts. . . . .	
Line 59	All other local expenditures . . . . .	
<b>Line 60</b>	<b>Total Other (sum lines 48 through 59)</b> . . . . .	<b>43,875</b>
<b>Line 61</b>	<b>TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).</b> . . . . .	<b>1,915,193</b>
<b>Line 62</b>	<b>RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).</b> . . . . .	<b>186,027</b>
<b>Line 63</b>	<b>OTHER ADJUSTMENTS (Audit adjustment and etc.).</b> . . . . .	
<b>Line 64</b>	<b>CLOSING BALANCE (sum lines 1, 62, 63)</b> . . . . .	<b>1,149,474</b>
<b>Line 65</b>	<b>Funds on Line 64 obligated for specific future projects.</b> . . . . .	<b>899,474</b>
<b>Line 66</b>	<b>Funds on Line 64 retained for general funds and operations.</b> . . . . .	<b>250,000</b>
<b>Line 67</b>	<b>ENDING BALANCE (line 64 minus the sum of lines 65, 66)</b> . . . . .	<b>0</b>

REPORTING MEASURES

<b>NEW CONSTRUCTION</b>		
Line 68	Total lane miles constructed . . . . .	
Line 69	Total square feet of bridge deck constructed . . . . .	824 s/f
Line 70	Percent of expenditures on line 26 for bridges only . . . . .	100%
<b>RECONSTRUCTION/REPLACEMENT/REHABILITATION</b>		
Line 71	Total lane miles rebuilt, realigned, or 2" overlay upgrade . . . . .	9.7
Line 72	Total square feet of bridge deck reconstructed or rehabilitated. . . . .	0
Line 73	Percent of expenditures on line 31 for bridges only . . . . .	0
<b>ROUTINE MAINTENANCE</b>		
Line 74	Total lane miles chip sealed or sealcoated on line 35. . . . .	74.25
Line 75	Total lane miles graded or bladed on line 38 . . . . .	1,105

PROJECTS

<b>NEW PROJECTS</b>		
Line 76	Available Funds (From line 65). . . . .	899,474
	<b>Project List</b>	<b>Projected Cost</b>
	Bridges/Culverts                      FY 2014	449,000
	Reconstruction                      FY 2014	790,000
	Maintainence                      FY 2014	491,000
	Bridges/Culverts                      FY 2015	425,000
	Reconstruction                      FY 2015	1,500,000
	Maintainence                      FY 2015	540,000
	Bridges/Culverts                      FY 2016	762,500
	Reconstruction                      FY 2016	2,237,000
	Maintainence                      FY 2016	407,000
	Bridges/Culverts                      FY 2017 + Future	264,000
	Reconstruction                      FY 2017 + Future	928,500
	Maintainence                      FY 2017 + Future	1,358,500
	Sign Upgrade & Replacement	45,000
Line 77	Estimated Cost of future projects. . . . .	10,197,500
Line 78	Available for Other Projects (line 76 minus line 77) . . . . .	-9,298,026

**SUMMARY**  
**Annual Road & Street Financial Report**

	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2011</b>	<b>FY 2010</b>	<b>FY 2009</b>	<b>FY 2008</b>	<b>FY 2007</b>	<b>FY 2006</b>	<b>FY 2005</b>
Beginning Balance on October 1	\$963,447	\$549,133	\$540,495	\$392,174	\$221,349	\$123,532	\$189,141	\$136,410	\$155,348
<b>RECEIPTS</b>									
Property tax*	1,091,208	997,504	724,179	28,664	157,846	0	0	0	0
Other local receipts	28,102	138,671	18,780	226,044	260,414	22,679	5,343	29,119	19,973
Highway Users revenue	888,223	885,041	898,736	890,578	906,344	944,235	945,295	887,494	867,442
Other State funds	0	23,274					103,380	0	0
National Forest apportionment	93,687	85,173	75,081	74,714	96,786	25,009	25,060	24,812	24,254
Other Federal funds	0	0	60,050	12,576	24,232	121,617	0	0	0
<b>Total Receipts</b>	<b>\$2,101,220</b>	<b>\$2,129,663</b>	<b>\$1,776,826</b>	<b>\$1,232,576</b>	<b>\$1,445,622</b>	<b>\$1,113,540</b>	<b>\$1,079,078</b>	<b>\$941,425</b>	<b>\$911,669</b>
<b>DISBURSEMENTS</b>									
New construction	179,422	0	13,976	78,963	273,547	6,013	0	0	0
Reconstruction, replacement, rehabilitation	320,207	191,716	202,992	136,533	94,147	229,821	204,547	272,387	349,813
Chip seal & dust control	469,461	413,498	406,238	0	0	0	0	179,346	134,115
Snow removal	248,272	306,953	271,654	244,272	251,059	227,253	108,929	97,905	93,033
Other routine maintenance	183,967	180,691	172,576	133,715	138,657	128,902	191,270	37,311	107,867
Equipment	317,431	423,678	335,538	344,159	388,507	313,911	337,569	235,175	219,830
Administration	152,559	150,600	78,025	66,068	29,826	61,612	41,472	13,070	15,949
Other expenses	43,875	48,213	287,192	80,545	99,054	48,211	260,900	53,500	10,000
<b>Total Disbursements</b>	<b>\$1,915,194</b>	<b>\$1,715,349</b>	<b>\$1,768,191</b>	<b>\$1,084,255</b>	<b>\$1,274,797</b>	<b>\$1,015,723</b>	<b>\$1,144,687</b>	<b>\$888,694</b>	<b>\$930,607</b>
<b>CLOSING BALANCE</b>	<b>\$1,149,473</b>	<b>\$963,447</b>	<b>\$549,130</b>	<b>\$540,495</b>	<b>\$392,174</b>	<b>\$221,349</b>	<b>\$123,532</b>	<b>\$189,141</b>	<b>\$136,410</b>
Amount obligated for specific future projects	899,474	713,447	280,000	255,000	197,341	0	0	0	0
Unobligated Balance on September 30	\$250,000	\$250,000	\$269,130	\$285,495	\$194,833	\$221,349	\$123,532	\$189,141	\$136,410

\*About \$250,000 collected through the \$1,000,000 road levy is distributed to Victor, Driggs & Teton

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

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



Teton County  
**Road & Street  
Financial Report**

*Fiscal Year ending September 30, 2013*

**BEGINNING BALANCE**

October 1, 2012..... **\$963,447**

**RECEIPTS**

Property tax..... \$1,091,208

Other local receipts ..... 28,102

Highway users revenue ..... 888,223

National Forest apportionment..... 93,687

Other State & Federal funds..... 0

**Total Receipts ..... \$2,101,220**

**DISBURSEMENTS**

New Construction..... \$179,422

Reconstruction, replacement  
& rehabilitation ..... 320,207

Chip seal & dust control ..... 469,461

Snow removal ..... 248,272

Other routine maintenance..... 183,967

Equipment ..... 317,431

Administration..... 152,559

Other expenses ..... 43,875

**Total Disbursements..... \$1,915,194**

**CLOSING BALANCE..... \$1,149,473**

Amount obligated for  
specific future projects..... \$899,474

**UNOBLIGATED BALANCE**

September 30, 2013..... **\$250,000**

*Published January 9, 2014*



**RESOLUTION 2013-1223**  
**BUDGET TRANSFERS FOR FIRST QUARTER FY 2014**

WHEREAS, on August 26, 2013 the Board of County Commissioners adopted the Teton County Budget for Fiscal Year 2014; and

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

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

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

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

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

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

APPROVED by the Board of Teton County Commissioners on December 23, 2013.

Chairman: \_\_\_\_\_  
Kelly Park

ATTEST: \_\_\_\_\_  
Mary Lou Hansen, Clerk





Committee is critical because it will be a chance for everyone to review the Vision Document which has been created and which will guide future Comp Plan activities.

The Board reviewed the written proposal for pro bono legal services provided by students in the University of Idaho, College of Law Economic Development Clinic (Attachment #7). They agreed the free legal perspective would be very interesting and valuable.

## LEGAL

Commissioner Kelly Park said some members of the public have expressed concerns regarding how the County decides when to charge someone with a felony vs. a misdemeanor.

Deputy Prosecutor Chris Lundberg said the charging process begins with the Prosecutor's office reviewing the arresting deputy's written Probable Cause which outlines why the deputy believed a crime was committed. The Prosecutor then reviews the available evidence and decides whether there is enough evidence to eliminate reasonable doubt. The Prosecutor's office must weigh all of the information available to it at the time it makes the initial charging decision. Over the course of the pre-trial proceedings, new information is often brought to light that may alter the initial decision. Mr. Lundberg also explained the difference in procedures and penalties for a felony as opposed to a misdemeanor.

Jim Hartshorn questioned the process as it related to a recent incident, claiming that the Prosecutor filed unwarranted intimidation charges against his son. He said the Prosecutor filed felony charges in order to get his son to plead guilty to a misdemeanor, even though his son committed no crime. Mr. Hartshorn said he had discussed the situation with the Attorney General and Representative Marc Gibbs, who both told him that the County Commissioners had statutory oversight of the Prosecutor.

Mr. Lundberg and Prosecutor Spitzer disagreed with Mr. Harshorn's version of the events. Chairman Rinaldi said the Board has the ability to remove an elected official for cause, but the cause needs to be proven.

The meeting recessed for lunch at 12:22 pm and reconvened at 1:24 pm.

## ELECTIONS

**SUBDISTRICTS FOR CEMETERY DISTRICTS.** Clerk Hansen reviewed her memo of September 7 (Attachment #8) which describes the recent subdistricting process undertaken in cooperation with the five local cemetery districts: Bates, Cache-Clawson, Driggs-Darby, Haden, and Victor-Cedron. Each cemetery district now has defined subdistrict boundaries as required by Idaho Code 27-110.

**COUNTY COMMISSIONER DISTRICTS.** The County is divided into three Commissioner Districts required to be "as nearly equal in population as may be." Population figures published after the 2010 census show that the current boundaries need to be adjusted. The Board decided that a "rural" district should be considered consisting of the northern portion of the county, plus the west side of the river down to a logical southern boundary. However, they want to be sure that the entire Driggs Area of Impact is contained within a single Commissioner District. The Fire District currently utilizes the same Commissioner district boundaries as the County. Clerk Hansen said Fire Commissioner Ruby Parsons wants the Board to know that the Fire District plans to continue using the same boundaries and will defer to the Board regarding making necessary changes to the boundary lines. Clerk Hansen will ask GIS Analyst Rob Marin to develop a couple different options for review as soon as possible.

## EXECUTIVE SESSION

● **MOTION.** At 1:59 pm Chairman Rinaldi made a motion for Executive Session to discuss items exempt from disclosure pursuant to IC 67-2345(1)(d). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 2:07 pm.

● **MOTION.** Commissioner Park made a motion to deny indigent cases 1T-2012-0001, 1T-2012-0002 and 1T-2012-0003 due to a lack of cooperation by the applicant and therefore other factors are unknown. Motion seconded by Commissioner Benedict and carried unanimously.

**ELECTIONS.** The Board reviewed Clerk Hansen's recommendations regarding polling places and number of ballots to order (Attachment #10). Commissioners Benedict and Rinaldi said many constituents would prefer not to vote in the gymnasiums at the LDS Church and Chairman Rinaldi volunteered to ask the School Superintendent whether schools might be available for future elections.

● **MOTION.** Chairman Rinaldi made a motion to approve the polling places and number of ballots as recommended by Clerk Hansen. Motion seconded by Commissioner Park and carried unanimously.

**COMMISSIONER DISTRICT BOUNDARIES.** The Board reviewed three options for new commissioner district boundaries which would result in nearly equal populations within each district. They agreed that Option #2 would result in the most equal population distribution. However, the Board is somewhat concerned that people on the north end of the valley might feel like they are losing representation. A final decision will be made in January.

## **ADMINISTRATIVE**

● **MOTION.** Commissioner Benedict made a motion to approve the minutes of Sept. 12, 2011 and Sept. 15, 2011 as written. Motion seconded by Commissioner Park and carried.

● **MOTION.** Commissioner Benedict made a motion to approve the CAI contracts Addendum A (software licenses & maintenance), Addendum B (software support) and Addendum C (IT services and networking support). Motion seconded by Chairman Rinaldi and carried unanimously. (Attachment #11)

The County is contracting for 250 hours of IT services, which does not include hours for the Sheriff's department, which are being contracted with an independent contractor at the Sheriff's request. In addition to these three addendums, the Sheriff will pay a \$1,275 fee for continued access to access data in the CAI archives.

● **MOTION.** Commissioner Benedict made a motion to approve the grant application proposal from the Sheriff's Office for a JAG grant to purchase a new fingerprint machine. Motion seconded by Chairman Rinaldi and carried unanimously. (Attachment #12)

● **MOTION.** Chairman Rinaldi made a motion authorizing Saul Varela, Clay Smith, Margaret Gillentine and Tammy Sachse to carryover excess Paid Time Off hours into FY 2012, provided the excess hours are used by Dec. 31, 2011. Motion seconded by Commissioner Park and carried unanimously.

**COMMITTEE REPORTS.** Chairman Rinaldi attended a regular meeting of the Driggs City Council during which weed enforcement and dog control was discussed. Regarding snow bikes, she said Dave Byers has agreed to contact Wade Kaufman, who is a member of the Grooming District Board of Directors.

Chairman Rinaldi attended the Fox and Darby Creek stakeholder meeting organized by the Teton Soil Conservation District to discuss flooding issues. She said the Idaho Department of Water Resources agreed to help obtain a permanent permit so property owners could remove debris from the stream. Friends of the Teton River will explore the possibility of a flood control district.

Chairman Rinaldi attended the annual meeting of the Impact Fee Advisory Committee. Some committee members are concerned about the county's ability to spend the fees collected within the statutory time limits and proposed placing a moratorium on collection of the fees. The group recommended that planning staff investigate making amendments to the Capital Improvements Plan and identifying less-expensive projects.

Commissioner Park attended the Sept. 19-22 meeting of the Idaho Association of Counties in Moscow. He said all the meetings were very interesting and informative and wondered whether RS2477 laws would apply to any local county roads.

Commissioner Benedict said the Hospital Board will meet twice this week to discuss governance alternatives for Teton Valley Health Care.

Commissioners Rinaldi and Benedict attended the Sept. 20 meeting of the Comp Plan Committee during which the Vision Statement and several proposed amendments were reviewed and approved. Commissioner Benedict said the group will continue to discuss the impacts of home businesses.

# Board of Teton County Commissioners

## MINUTES: December 12, 2011

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

### AGENDA

- 9:00 AM **Meeting Called to Order** – Chairman Kathy Rinaldi  
Pledge of Allegiance & Amendments to Agenda if any.
- Administrative Business will be dealt with as time permits
1. Approve Available Minutes
  2. Discuss Correspondence & Sign Documents
  3. City & Committee Reports
  4. Other Business
  5. Claims
- 9:30 **DEPARTMENT BUSINESS**  
**Emergency Services** – Greg Adams  
Clerk - Commissioner Districts & Precincts
- 9:45 **Public Works** – Jay Mazalewski, Engineer
1. Solid Waste
    - a. Fee Reduction Requests (Hammons, Vernon, Jackson)
    - b. Recycling Implementation
  2. Road & Bridge
  3. Law Enforcement Center
- 10:30 **Planning Department** – Angie Rutherford, Administrator
1. Bi-Monthly Update

Executive Session per IC § 67-2345(1)(b) Personnel.

### BREAK

1:00 **Snow Bike Discussion**

### ADJOURN

**COMMISSIONERS PRESENT:** Kathy Rinaldi, Kelly Park, Bob Benedict

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

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

### EMERGENCY MANAGEMENT

Emergency Management Coordinator Greg Adams reviewed his monthly report (Attachment #1) and requested Commissioner participation in the Feb. 1-3 state tabletop exercise in Idaho Falls. Commissioner Park will attend Feb. 1, Commissioner Benedict on Feb. 3 and Chairman Rinaldi on Feb. 2.

### CLERK

Clerk Hansen asked the Board if they want to make any changes to the Commissioner District boundaries tentatively approved Sept. 26. Those boundaries would create 3 districts with a population variation of less than 4%. Population within the current district boundaries varies by 39%.

Commissioner Park expressed concern that the proposed boundaries could potentially result in the election of three commissioners residing within one mile of Victor. Clerk Hansen said the political parties could avoid this occurrence by recruiting candidates from diverse geographical locations. Commissioner Benedict said reducing the proposed District 1 boundaries would result in an unacceptable population variation and that this was the best option to result in equal populations for each district.

- **MOTION.** Commissioner Benedict made a motion to approve the Sept. 26 option for Commissioner district boundaries. Motion seconded by Chairman Rinaldi and carried unanimously.  
A formal Resolution will be adopted Dec. 27.

## **PUBLIC WORKS**

Public Works Director Jay Mazalewski distributed his Dec. 8 update (Attachment #2).

**SOLID WASTE.** The Board discussed three applications received from property owners requesting a reduction in their solid waste user fees (Attachment #3). Supervisor Margaret Gillentine recommends approval of two and denial of one. The Board discussed the list of purchases proposed to be made with the unanticipated revenue generated by the scrap metal contract (Attachment #4). Commissioner Rinaldi stressed that the purchases should be made only as needed and said Ms. Gillentine can ask the Board to amend the approved list of purchases if priorities change (e.g. bulb eater).

The Board reviewed the transfer station operational flow chart prepared by Mr. Mazalewski. A written narrative will be provided Dec. 27. Mr. Mazalewski said recycling will be implemented step-by-step in order to be certain it is done correctly and without stressing staff members. He pointed out that recycling involves waste reduction throughout the entire system, not just household recycling.

Dave Hudasco of RAD Recycling provided a spreadsheet summarizing the financial benefits of recycling. His document included statistics from Ms. Gillentine showing that 6,750 tons of waste were received at the transfer station during FY 2011 with 925 tons (14%) of the waste sorted for recycling. However, a significant amount of the sorted waste ended up at the Mud Lake landfill. Mr. Hudasco expressed frustration at the county's slow pace of recycling implementation. He suggested that resources be focused on implementing recycling programs promising the greatest financial savings and/or revenue.

Chairman Rinaldi said the Board believes in recycling and intends to implement a program. She asked Mr. Hudasco to be specific in his requests to the Board and patient with the overall government process. Commissioner Benedict said other aspects of the county's solid waste operations, such as landfill closure and monitoring in order to protect ground water quality, have higher priority for the county's limited staff.

- **MOTION.** Chairman Rinaldi made a motion to deny the fee adjustment application from Marion Hammons because the fees are not waived based on occupancy. Motion seconded by Commissioner Benedict and carried.

- **MOTION.** Commissioner Benedict made a motion to decrease the solid waste user fee paid by Le-Anne Bolton-Lewis because her home is reverting to single family use. Motion seconded by Commissioner Park and carried unanimously.

- **MOTION.** Commissioner Park made a motion to decrease the solid waste user fee paid by Jill Jackson due to a double assessment. Motion seconded by Chairman Rinaldi and carried unanimously.

- **MOTION.** Commissioner Benedict made a motion to approve Jay Mazalewski's attendance at an overnight SWANA training in Pocatello in January. Motion seconded by Commissioner Park and carried unanimously.

- **MOTION.** Commissioner Park made a motion to approve all proposed purchases utilizing the scrap metal revenue. Motion seconded by Commissioner Benedict and carried unanimously. (Attachment #4)  
Items on the list costing more than \$1,000 will not require additional approval.

**ROAD & BRIDGE.** Mr. Mazalewski reviewed the road & bridge items on his report. He said it is illegal for anyone to perform work on a county road, including snowplowing, without a permit. Commissioner Park said he met with the Sheriff, Investigator and property owner to inspect the damage caused to W10,000N by recent illegal plowing activity. Mr. Mazalewski said he inspected the damage before the road became snow covered and could certify that \$15,000 worth of damage was caused.

03 and warned that granting this request might result in other requests. He reminded the Board that on Dec. 12 they had rejected a similar request to plow a ¼ mile road segment on 10000N.

In exchange for having N3750W plowed, the Caspers are willing to eliminate the county's intermittent plowing of their ¼ mile roadway on the west side of Highway 32, which provides access to their shop off W13000N.

Due to the remote location north of Felt, Chairman Rinaldi said the public would probably have no use for the new right-of-way for many years to come. She said adding new roads to the snowplowing list would stretch the county's already-scarce resources and was inconsistent with prior decisions.

Commissioner Benedict said this request would meet his goals of improving connectivity and clarifying county rights-of-way. He said the Casper's request was very different than the Dec. 12 request due to the long history of previous maintenance, the county's ability to obtain a right-of-way, and the Casper's willingness to eliminate plowing on a different ¼ mile road segment.

● **MOTION.** Commissioner Benedict made a motion to add the Casper's ¼ mile road (N3750E) to the county pay map and to plow that road, provided that: (1) it is constructed to state standards; (2) the Caspers donate a 60' right-of-way from 13000N to 14000N; and (3) the county stops the intermittent plowing of the Caspers' ¼ mile roadway on the west side of Highway 32. Motion seconded by Commissioner Park and carried with Commissioner Rinaldi opposed.

The snowplowing changes will take place immediately.

**USFS ACCESS via PONY CREEK & CRANE CREEK.** These roads are within the Canyon Creek Ranch PUD and Commissioner Benedict is concerned that the Pony Creek access remain public. Although the Development Agreement specifies that the rights-of-way will be formally dedicated, the timing of the required dedication is unclear because Canyon Creek is a phased development. Commissioner Benedict pointed out that conservation buyers often want to close off public access. District Ranger Jay Pence said the public's current prescriptive right-of-way over Pony Creek could be lost if the USFS quits maintaining the road. Prosecutor Spitzer, Ms. Rutherford and Mr. Mazalewski will discuss the situation amongst themselves and with the current owner of the Canyon Creek PUD.

**OTHER PUBLIC WORKS BUSINESS.** Mr. Mazalewski reported that baling is underway at the county recycling center, with 40-44 bales required for a full load. Once that number is reached, commodity vendors will be contacted to obtain the best possible price. Test plastic bales will be made using plastics collected by RAD.

● **MOTION.** Commissioner Benedict made a motion to approve the purchase of three new handheld radios for \$5,281 utilizing Road & Bridge contingency funds as needed. Motion seconded by Commissioner Park and carried unanimously.

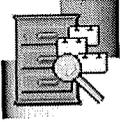
## CLERK

**ROAD & STREET REPORT.** The Board reviewed and approved the annual report prepared by Clerk Hansen. She will publish the annual report as required by state law.

**COMMISSIONER DISTRICT AND ELECTION PRECINCTS.** The Board reviewed the final maps prepared by the GIS department. Commissioner Park repeated his concern that the new Commissioner Districts might result in a majority of Commissioners from the Victor area. However, since state law requires the districts to be nearly equal in population, the proposed boundaries are the best possible.

● **MOTION.** Chairman Rinaldi made a motion to approve Resolution 2011-1227a defining county commissioner district boundaries. Motion seconded by Commissioner Benedict and carried unanimously. (Attachment #9)

● **MOTION.** Commissioner Benedict made a motion to approve Resolution 2011-1227b establishing nine election precincts. Motion seconded by Commissioner Park and carried unanimously. (Attachment #10)



# Idaho Statutes

## TITLE 31 COUNTIES AND COUNTY LAW

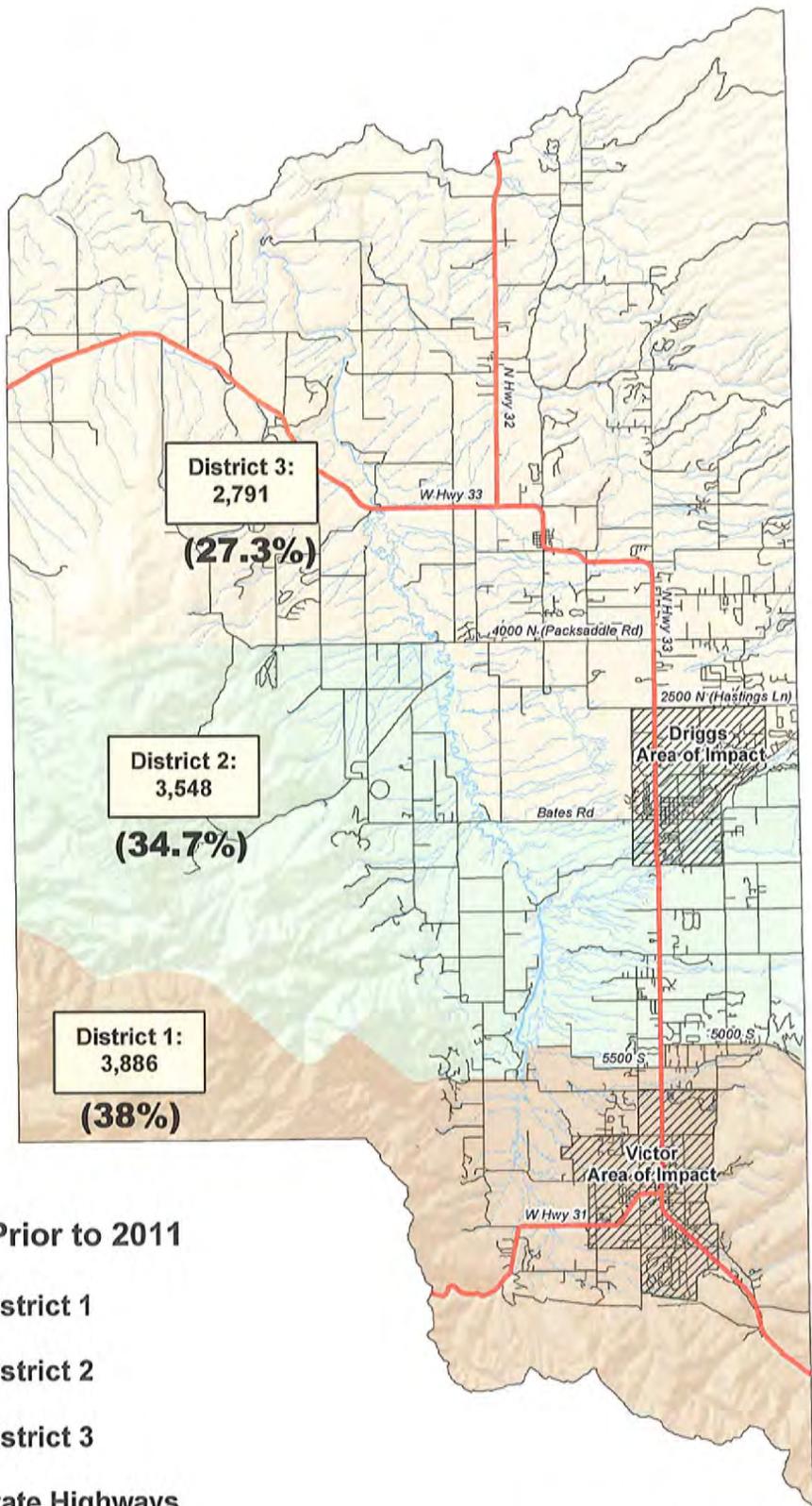
### CHAPTER 7 BOARD OF COUNTY COMMISSIONERS

31-704. COMMISSIONERS' DISTRICTS. At the regular meeting in January, preceding any general election, the board of commissioners must district their county into three (3) districts, as nearly equal in population as may be, to be known as county commissioners' districts, numbers one (1), two (2) and three (3) respectively; provided, that when a new county shall have been created, or the boundary lines of a county shall have been changed, then the board of commissioners of such county may district their county at any general or special meeting of such board.

**History:**

[(31-704) R.S., sec. 1748; am. 1893, p. 3, sec. 1; reen. 1899, p. 164, sec. 1; am. R.C. & C.L., sec. 1907; C.S., sec. 3405; I.C.A., sec. 30-604; am. 1943, ch. 69, sec. 1, p. 147; am. 1972, ch. 132, sec. 1, p. 261.]

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**District 3:**  
2,791  
**(27.3%)**

**District 2:**  
3,548  
**(34.7%)**

**District 1:**  
3,886  
**(38%)**

**Districts Prior to 2011**

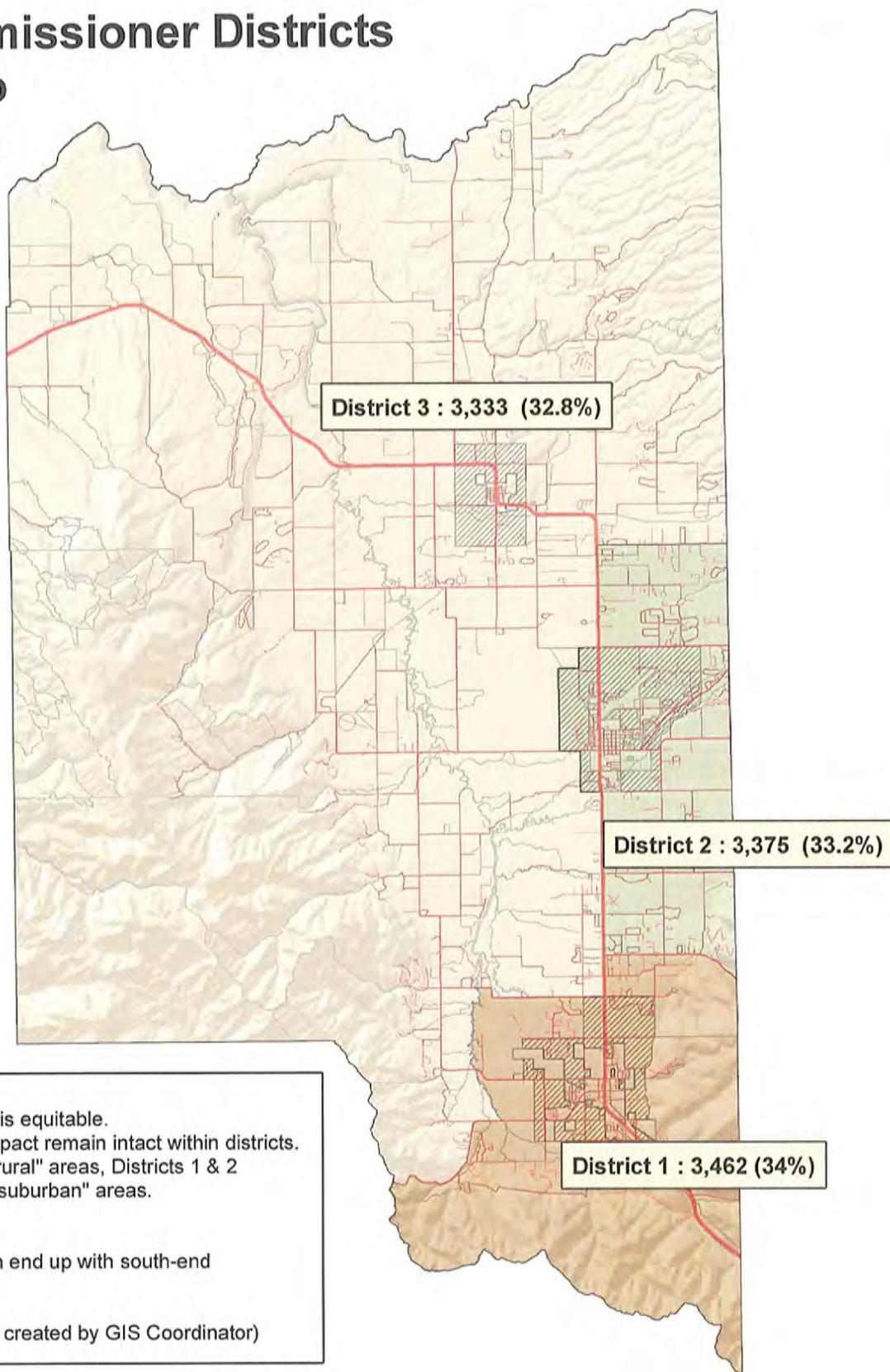
- District 1
- District 2
- District 3
- State Highways

Printed: September, 20, 2011  
L:\Projects\Teton\Redistricting\CommissionerRedist2012\CommissionDistrict2012.mxd



# 2013 Commissioner Districts Status Quo

(Created in 2011)



#### Pros:

- 1) Population of districts is equitable.
- 2) Cities and Areas of Impact remain intact within districts.
- 3) District 3 represents "rural" areas, Districts 1 & 2 represent more "urban / suburban" areas.

#### Cons:

- 1) District 3 (Tetonia) can end up with south-end commissioner.

(Maps, Pros & Cons info created by GIS Coordinator)

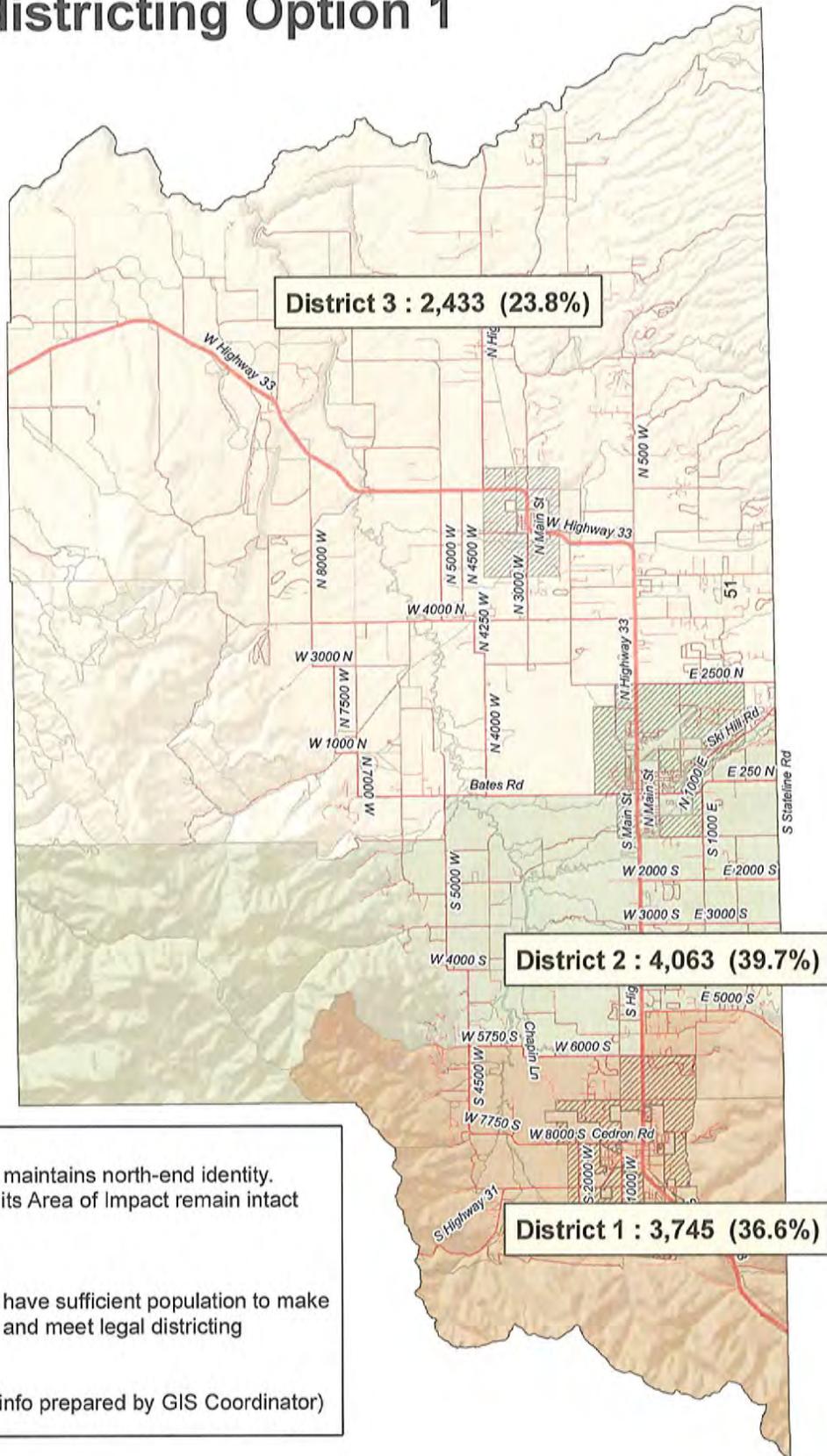


0 1.25 2.5 5 Miles

GIS\Projects\Teton\Redistricting\CommissionerRedistrict\_2013\  
RedistScenarioExisting\_2013.mxd

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# 2013 Redistricting Option 1



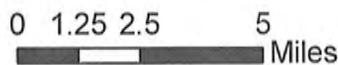
**Pros:**

- 1) District 3 (Tetonia) maintains north-end identity.
- 2) City of Driggs and its Area of Impact remain intact within District 2.

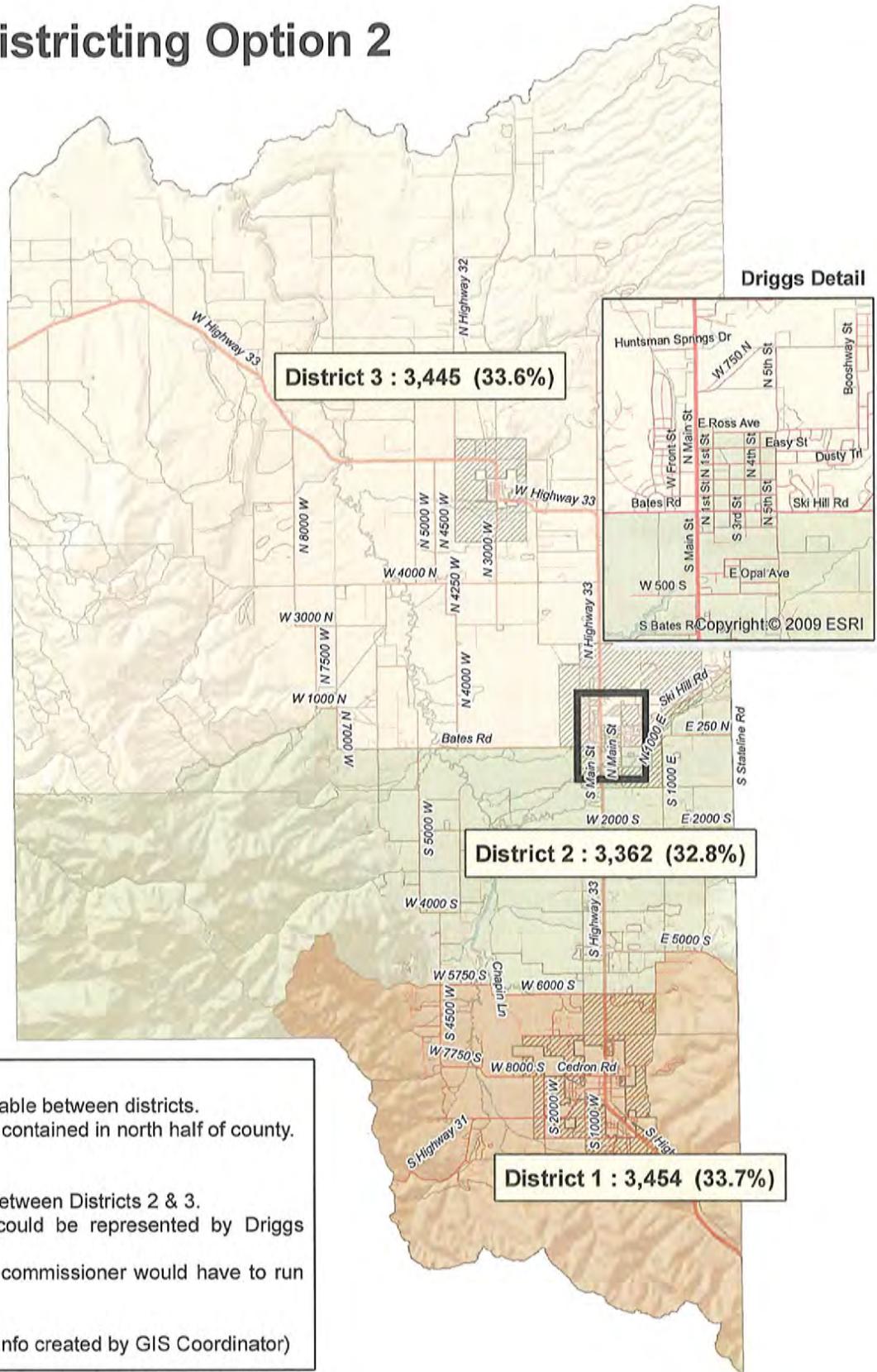
**Cons:**

- 1) District 3 does not have sufficient population to make distribution equitable and meet legal districting requirements.

(Maps, Pros & Cons info prepared by GIS Coordinator)



# 2013 Redistricting Option 2



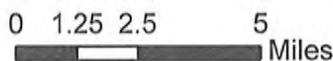
**Pros:**

- 1) Population is equitable between districts.
- 2) District 3 (Tetonia) contained in north half of county.

**Cons:**

- 1) Driggs is divided between Districts 2 & 3.
- 2) Rural District 3 could be represented by Driggs resident.
- 3) Current District 2 commissioner would have to run in District 3.

(Maps, Pros & Cons info created by GIS Coordinator)







Administrative - Other Business # 1

208-354-8780  
FAX: 208-354-8410

Teton County Clerk

150 Courthouse Drive #208  
Driggs, Idaho 83422

December 18, 2013

TO: County Commissioners  
FROM: Mary Lou *mlh*  
SUBJECT: TVBDC & Idaho Department of Commerce Grant logistics

Roger Brink and Wayne Maness of the Teton Valley Business Development Center recently met with me to discuss the logistics of administering the \$20,000 Rural Idaho Economic Development Professional grant received by Teton County. The county's Management Agreement with TVBDC specifies that the grant funds will be distributed monthly on a reimbursable basis and that TVBDC will submit *bi-monthly* funding, expense and activity reports (see next page).

After that meeting, I requested the first half of the grant funds from the Idaho Department of Commerce and expect to receive them shortly. In the meantime TVBDC is using cash match donations received from the Cities of Driggs, Victor and Teton to pay their monthly expenses, including the salary of newly hired Executive Director, Brian McDermott.

TVBDC would also like to receive the County's \$10,000 contribution in full and a claim for that amount is included in the Dec. 23 claims. If approved, this payment will provide sufficient cash flow to allow TVBDC vendors and ED to be paid in a timely manner.

After the County receives the first half grant payment from the Idaho Department of Commerce, TVBDC Treasurer Wayne Maness will begin submitting a monthly bill to receive grant funds in reimbursement of Mr. McDermott's payroll expenses. He was hired Nov. 15 and will provide complete financial and activity reports for your January 13 meeting. Mr. Maness and Mr. McDermott have provided the attached reports for your information.

At our meeting, Mr. Brink, Mr. Maness and I discussed the Management Agreement requirement for bi-monthly funding, expense and activity reports. We request that the frequency of these required reports be changed to monthly.

10. —

(a) The Department's funding is expected to diminish each year and will completely cease June 30, 2016, if not sooner. The Board must conduct an annual capital fund campaign and raise enough capital to cover State and local government funding losses each year.

(b) The County Clerk shall keep the Grant money and all matching funds in specific line items within the County budget. Money will be distributed monthly, upon submission of an approved claim and after approval of the Board of County Commissioners.

(c) The Board shall submit bi-monthly funding, expense, and activity reports directly to the County Clerk by the 1st day of the month of November 2013. Bi-monthly funding, expense, and activity reports will be available online and available to the public. These reports will show the budget, any deviations from the budget, current funding raised (match and cash), the total money expended under the current fiscal year, and will detail work conducted as progress towards satisfying the program goals and evaluation framework in the Teton County Economic Development Plan. These reports are in addition to the monthly performance reports to the Department provided for in Paragraph 5(b) above.

**11. Ownership:** Any deliverables or work product developed by TVBDC shall be the shared property of the TVBDC and the County, subject to the retention of rights, if any, by third-parties.

**12. Representations and Warranties of TVBDC:** TVBDC represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement.

a) TVBDC is and shall remain in compliance with all local, State and Federal laws relating to this Agreement and the performance of services.

b) TVBDC is not aware of any conflicts of interest that would affect the performance of this Agreement. If any conflicts arise in relation to the work required of TVBDC in this agreement, TVBDC shall immediately disclose the conflict to all parties and remove himself from participation in the matter affected.

c) TVBDC has the expertise and professional and technical capability to perform all of its obligations under this Agreement.

d) TVBDC has raised the \$26,500 cash match required in the Department's MOU with Teton County or has firm commitments for at least 50% of these funds. The source of the funds for this \$26,500 cash match shall be included in the reports described in Paragraph 9(c) above.

e) TVBDC's Board of Directors currently meets, and will continue to meet the representations and requirements outlined in the MOU, RFP, TCEDP and this Agreement.

12:56 PM

12/11/13

Accrual Basis

**Teton Valley Business Development Center, Inc**  
**Profit & Loss Detail**  
 January 1 through December 11, 2013

12:56 PM

12/11/13

Accrual Basis

Type	Date	Num	Name	Memo	Class	Clr	Amount
<b>Income</b>							
<b>Contributions</b>							
Deposit	10/10/2013			Starting acco...			20.00
Invoice	10/15/2013	1	City of Victor	Contribution t...			2,500.00
Invoice	10/15/2013	2	City of Driggs	Contribution t...			5,000.00
Invoice	10/15/2013	3	City of Tetonia	Contribution t...			500.00
Check	10/28/2013	1002	Wayne Maness				-20.00
Total Contributions							8,000.00
Total Income							8,000.00
<b>Expense</b>							
<b>Advertising</b>							
Bill	10/15/2013	Ad#2...	JH News&Guide, J...	TBBDC Rural...			200.01
Bill	10/15/2013	Ad#9...	Teton Valley News	Ad			89.50
Bill	10/15/2013	Ad#9...	Teton Valley News	TVN Professi...			91.50
Bill	10/15/2013	Invoic...	Valley Citizen	TVBDC-Rura...			50.25
Bill	10/15/2013	Invoic...	Valley Citizen	Volume 005 I...			50.25
Total Advertising							481.51
<b>Office Supplies</b>							
Check	10/15/2013	ach	Deluxe	New checks			14.88
Check	10/28/2013	1001	Roger Brink	QuickBooks			222.57
Check	11/05/2013	dbt	Intuit	QuickBooks ...			296.80
Total Office Supplies							534.25
<b>Payroll Expenses</b>							
Liability Check	11/06/2013		QuickBooks Payroll...	Enrollment Fee			0.24
Liability Check	11/06/2013		QuickBooks Payroll...	Enrollment Fee			0.60
Paycheck	12/06/2013	DD	Brian McDermott	Direct Deposit			0.00
Paycheck	12/06/2013	DD	Brian McDermott	Direct Deposit			129.17
Paycheck	12/06/2013	DD	Brian McDermott	Direct Deposit			30.21
Paycheck	12/06/2013	DD	Brian McDermott	Direct Deposit			12.50
Paycheck	12/06/2013	DD	Brian McDermott	Direct Deposit			55.60
Total Payroll Expenses							228.32
<b>Postage</b>							
Check	10/29/2013	dbt	USPS				9.20
Total Postage							9.20
<b>Professional Services</b>							
Bill	10/15/2013		Wanda J. Adams	Grant Prepar...			1,000.00
Total Professional Services							1,000.00
<b>Salaries &amp; Wages</b>							
Paycheck	12/06/2013	DD	Brian McDermott	Direct Deposit			2,083.34
Total Salaries & Wages							2,083.34
Total Expense							4,336.62
<b>Net Income</b>							<b>3,663.38</b>

12:57 PM

12/11/13

Accrual Basis

**Teton Valley Business Development Center, Inc**  
**Balance Sheet**  
As of December 11, 2013

	<u>Dec 11, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
TVBDC	3,648.24
<b>Total Checking/Savings</b>	<u>3,648.24</u>
Accounts Receivable	
Accounts Receivable	500.00
<b>Total Accounts Receivable</b>	<u>500.00</u>
<b>Total Current Assets</b>	<u>4,148.24</u>
<b>TOTAL ASSETS</b>	<u><u>4,148.24</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Payroll Liabilities	484.86
<b>Total Other Current Liabilities</b>	<u>484.86</u>
<b>Total Current Liabilities</b>	<u>484.86</u>
<b>Total Liabilities</b>	484.86
<b>Equity</b>	
Net Income	3,663.38
<b>Total Equity</b>	<u>3,663.38</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>4,148.24</u></u>

- Land line installed
- Email in process, dependent on installing Outlook and getting a few hours of professional info technology assistance—McD to contact Aaron when elements are in place.
- Intro visits
  - Doug Self—City of Driggs Community Development Director
  - Hyrum Johnson—Mayor Elect, City of Driggs
  - Dan Powers—Mayor, City of Driggs
  - Zach Smith—Mayor, City of Victor
  - Brittany Skelton. Planner, City of Victor
  - Phone call with Gabe Preston, RPI Consulting, lead author of our economic development plan
  - Ken Chambers—TVBDC Board Member, Chambers Realty, etc.
  - Chris Collins—Principal, 22 Designs
  - Mark Fisher—Fisher Creative
  - Scott Fitzgerald—Fitzgerald's Bicycles
  - Hope Strong--interview for Valley Citizen piece on TVBDC
  - Rob Marin—Teton County GIS coordinator
  - Jason Boal—Teton County Planer
  - VARD Staff
  - Silverstar Staff
- On the horizon visits:
  - City of Tetonia
  - Kim Trotter, Community Foundation of Teton Valley
  - Tom Cluff-- Planning and Building Administrator at Fremont County, Idaho
  - Bryan Case, CEO, Fall River Power
  - Teton County Commissioners
  - Pro Guide Direct
  - City Pass
  - Kate's Real Foods
- Idaho Dept. of Commerce
  - Full group update session on 5&6 Nov.
  - Orientation to services on 22 Nov.
    - Labor, Hoovers, stats, site selection, international, tourism, grants,
    - Examples—Boise <http://www.bvep.org/>
    - <http://www.southernidaho.org/aboutsiedo/>
  - Additional resource training at Dept. of Labor offices in Idaho Falls on Thursday
- Strategic plans in process—showed example
- Drafting Teton Valley Fact Sheet
- Scoping “Made in Teton Valley Idaho” brand
- Outdoor Retailer show in SLC Jan 22—25 \$595.000 to register. Will attempt to achieve lower rate
- Documentation in process of roles, responsibilities and relationships with cities, Chamber
- Investment budget review

**COMMISSIONERS PRESENT:** Sid Kunz, Kelly Park, Kathy Rinaldi

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

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

## **MORNING MIC**

Valley Citizen co-publisher Hope Strong announced that his co-editor Jeanette Boner gave birth to a healthy baby girl early this morning.

## **ADMINISTRATIVE**

● **MOTION.** Commissioner Rinaldi made a motion to approve the minutes of November 25, 2013 as presented. Motion seconded by Commissioner Kunz and carried unanimously.

The Board said the updated 3-year strategic plan provided by the Teton Valley Business Development Center was thorough (Attachment #1). They invited the new TVBDC Executive Director to attend a future meeting.

The Board briefly discussed the quarterly financial reports provided by Teton Valley Hospital (Attachment #2). Chairman Park will ask the hospital CFO why the current amount receivable for "Estimated Third-Party Payor Settlements" is so much lower than last year.

● **MOTION.** Commissioner Rinaldi made a motion to approve selling dog license tags as outlined in the Nov. 20 email written by Driggs City Councilman Ralph Mossman (Attachment #3). Motion seconded by Commissioner Kunz and carried unanimously.

The Board discussed Clerk Hansen's memo regarding purchase of new bleachers for the Fairgrounds (Attachment #4). Planning Administrator Jason Boal said impact fees can be spent for items identified in the county's Capital Improvement Plan as needs caused by growth. If the bleachers will provide new seating capacity at the outdoor arena and will also be used at the new indoor arena, he believes there is no problem purchasing them with impact fees. If the bleachers will provide new seating capacity outdoors, but not indoors, he said the Impact Fee Advisory Committee must be convened in order to update the CIP to include the need for new bleachers due to growth. Prosecutor Spitzer explained that impact fees are intended to be sure that new growth pays for itself. The Board postponed approval of the purchase to collect more information from the Fair Board regarding the seating capacity of the bleachers that collapsed and/or were removed last summer and the seating capacity of all replacement and/or new bleachers. They also asked the Fair Board to provide information regarding the specified purpose of donations solicited during each year of the Tin Cup event. This information will allow them to be sure the correct funding source(s) are used to purchase the bleachers.

● **MOTION.** Commissioner Rinaldi made a motion to send a letter of intent to TRPTA regarding funding for FY 2015. Motion seconded by Commissioner Kunz and carried unanimously.

Clerk Hansen said the artwork for Judge Luke's retirement gift will cost about \$200, with additional funds needed for framing. The Board gave their approval.

**COMMITTEE REPORTS.** Chairman Park attended a meeting of The Development Co. He said Plan One Architects has been selected as architect for the remodel of the Ford garage project.

Commissioner Rinaldi attended a meeting of the Driggs Urban Renewal Agency. She opposed expending additional funds for the Driggs tourism center but was outvoted.

## **AMBULANCE SERVICE DISTRICT**

● **MOTION.** At 9:25 am Chairman Park made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Rinaldi and carried. (See Attachment #5 for Draft Ambulance Service District minutes.) The Board of County Commissioners meeting resumed at 9:41 am.

## Fair Ground Bleachers

	Rows High	Length (in feet, excluding aisles)	Seating Capacity (assuming 24" per seat)
Removed in 2013	5	16	40
Removed in 2013	5	16	40
Removed in 2013	5	16	40
Removed in 2013	5	16	40
Removed in 2013	5	16	40
Removed in 2013	5	16	40
<b>TOTAL SEATING LOST IN 2013 (if 6 sets)</b>			<b>240</b>
Removed in 2013	5	16	40
<b>*TOTAL SEATING LOST IN 2013 (if 7 sets)</b>			<b>280</b>
Replaced in 2013 (wooden bleachers from WY)	5	16	40
Replaced in 2013 (wooden bleachers from WY)	5	16	40
Replaced in 2013 (wooden bleachers from WY)	5	16	40
Replaced by bleachers from THS	5	16	40
Replaced by bleachers from THS	5	16	40
<b>TOTAL SEATING ALREADY REPLACED</b>			<b>200</b>
Current shortfall (if 6 sets were removed in 2013)			40
<b>*Current shortfall (if 7 sets were removed in 2013)</b>			<b>80</b>
Great Western (their specs show 144 seats @18" per seat)	10	23	115
Great Western (their specs show 144 seats @18" per seat)	10	23	115
*Most likely scenario per J.R., unless Kelly's recollection is different			

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**From:** Mary Lou Hansen [mailto:mlhansen@co.teton.id.us]

**Sent:** Monday, December 09, 2013 3:36 PM

**To:** JR Wood

**Subject:** New Bleachers

JR: After talking with you last week, I wrote the attached memo for the Commissioners. During today's meeting, the Planning Administrator explained that impact fees can only be used for needs related to growth, not for maintenance/replacement needs.

Therefore, the Commissioners decided to postpone the bleacher purchase in order to gain more information so that the correct funding source(s) are used. They know the purchase must be made before the end of December so hope you can provide the following information quickly:

1. The number of seats (or linear footage of bench space?) available in the bleachers that collapsed and/or were removed last summer
2. The number of seats (or linear footage of bench space?) available in the used wooden bleachers that were purchased last summer
3. The number of seats (or linear footage of bench space?) that will be available in the two sets of bleachers from THS
4. The number of seats (or linear footage of bench space?) that will be available in the bleachers being purchased from Great Western

These numbers will allow the Commissioners to determine if and/or how much impact fee money can be used to help pay for the Great Western bleachers.

They also need to know if the bleachers will be permanently affixed in their outdoor location or if they will also be used for the new indoor arena.

And finally, in order to determine whether Tin Cup donations can be used, the Commissioners need to know what information the Community Foundation was given regarding the purpose of the donations being solicited during each year of the Tin Cup event. That information will allow them to decide whether Tin Cup donations should be used to purchase the bleachers from Great Western or whether they were made only to benefit the arena.

I hope it's not too much trouble to compile this information! Please call if you have any questions. I need to have your reply by next Thursday, Dec. 19 in order to include it in the Commissioner notebooks so they can make a decision Dec. 23.

## Mary Lou Hansen

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**Subject:** FW: New Bleachers  
**Attachments:** 20131216120819186.pdf; DLW 10-27\_0.pdf

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**From:** JR Wood [<mailto:JR.Wood@fallriverelectric.com>]  
**Sent:** Wednesday, December 18, 2013 12:28 PM  
**To:** Mary Lou Hansen  
**Subject:** RE: New Bleachers

1. Sorry they seat 144 people per bleacher, for a total of 288 See Attached
2. Ask Kelly he moved and broke them up, but 2 of them Ben removed. I don't know for sure. I'm thinking 7 and so is Ben.
3. They can always be moved just take them apart.
4. Tin Cup doesn't work that way. See Attached

**From:** Mary Lou Hansen [<mailto:mlhansen@co.teton.id.us>]  
**Sent:** Monday, December 16, 2013 11:47 AM  
**To:** JR Wood

JR: Thanks for all the info. I used it to create the attached spreadsheet but have a couple questions.

1. 24" per seat since seems to be the standard, but that measurement results in 115 seats for the new Great Western Bleachers (after subtracting the 4' aisle from the 27' length), whereas you say each set will have 72 seats. Please clarify this for me so I can be sure the spreadsheet is correct.
2. Who can tell the Commissioners whether 6 or 7 sets of bleachers were removed last summer? It will make a difference in calculating what funding source can be used.
3. Please specify whether or not the Great Western bleachers will be permanently attached. This will also make a difference in determining what funding source can be used.
4. The Commissioners wanted to know the specified purpose of the donations solicited during the Tin Cup events. Is that information available?

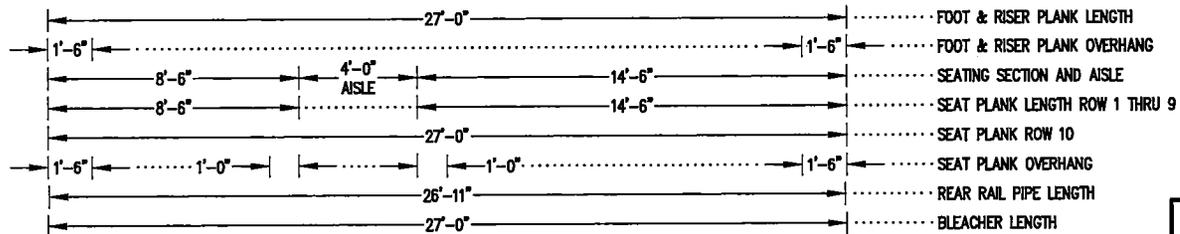
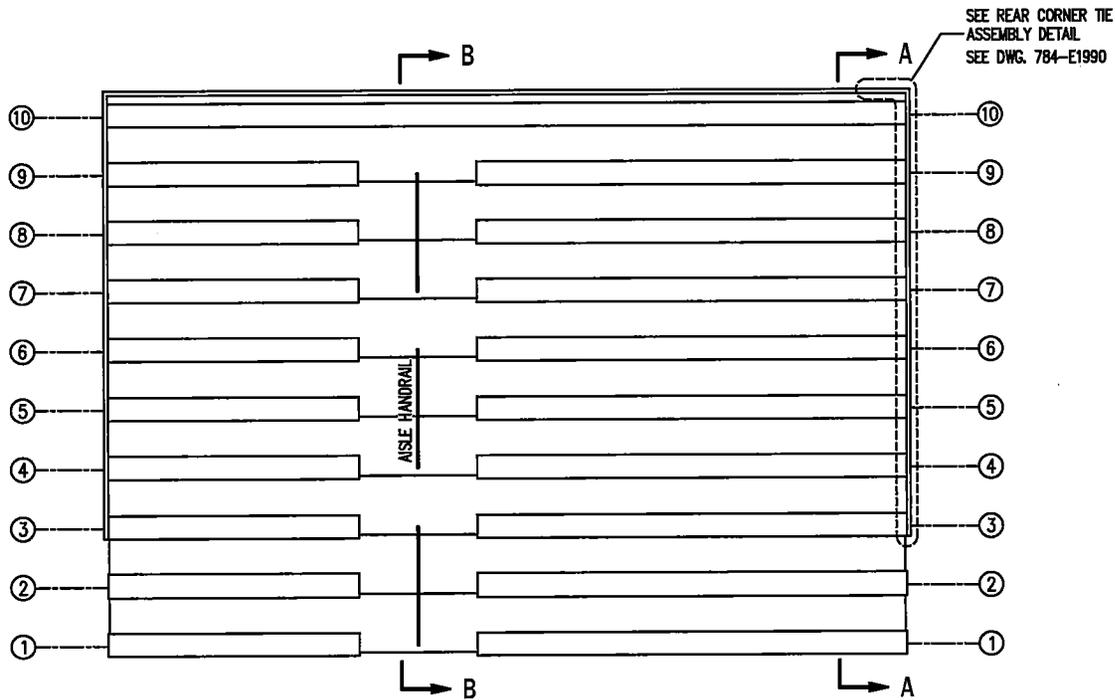
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**From:** JR Wood [<mailto:JR.Wood@fallriverelectric.com>]  
**Sent:** Friday, December 13, 2013 10:35 AM  
**To:** Mary Lou Hansen  
**Subject:** FW: New Bleachers

If any more question please let us know.

1. The wooden bleachers that we removed 6 or 7 and they, were 5 rolls height and about 14 to 16 ft long. So they seated about 40 people.
2. The bleaches we got from Wyoming last summer was a total of 3, and 5 rolls high and 16 feet long seat about 40 people.
3. The two set that we order for the Teton High are done. 5 rolls and 16 ft long and seat 40 people.
4. The new bleachers are seat 72 for a total 144 seats being purchased from Great Western. They could be permanent or we and can move them.
5. As far as the Tin Cup. I talk to Kim with at the Community Foundation of Teton Valley. All we have to do when we in roll next year (end of March –April) there is a paragraph in the report that we tell them what we did with the money.

For J-R.



**SEATING PLAN**

1/4" = 1'-0"

144 NET SEATS @ 18" PER SEAT

		<b>Outdoor Aluminum</b> <small>P.O. BOX 118          GENEVA, ALABAMA 36340          334-684-2296</small>		
				SCALE
DATE	11/2/11			
DRN	CDK	OKD		
AP'VD				
TITLE			NO.	
DLW 10-27 SEATING PLAN			784-E2113	

## RULES and PROCEDURES

### RULES VS. PROCEDURES

Due to the complexity and size of the Tin Cup Challenge, the Community Foundation has created both rules and procedures governing participation in the event. The Community Foundation of Teton Valley reserves the right to verify compliance with all rules and procedures.

- **Rules** make the Tin Cup Challenge accessible and fair for all nonprofit organizations. Failure to follow any of the rules will result in an organization's disqualification from the Tin Cup Challenge and may affect future participation in the event.
- **Procedures** guide organizations through the logistics of preparing for the Tin Cup Challenge. Failure to comply with the procedures will result in penalties up to and including disqualification from the Tin Cup Challenge and may affect future participation in the event.

### RULES

**Failure to follow any of the rules listed below may disqualify an organization from participating in the Tin Cup Challenge, affect future participation in the event or result in the forfeiture of match dollars.**

1. All organizations are to operate within the spirit of the Tin Cup Challenge to function ethically and honestly with mutual respect in order to promote community harmony.
2. Faith-based organizations and service clubs may use funds raised in the Tin Cup Challenge only for non-religious charitable programming.
3. All funds raised in the Tin Cup Challenge may only be used to benefit the Teton Valley. All programs funded with donations to the Tin Cup Challenge must take place in the Teton Valley.
4. Funds may not be used for religious activities, debt retirement, political activity or campaigns, telephone solicitations or lobbying.
5. If an organization participated in a prior Tin Cup Challenge, a corresponding Grant Report must be submitted with the application. Organizations that fail to submit a Grant Report will not be eligible to participate in this year's Tin Cup Challenge.
6. Organizations participating in this year's Tin Cup Challenge must submit a Grant Report by April 19, 2013 in order to be eligible for subsequent Tin Cup Challenge events.
7. Organizations participating in the Tin Cup Challenge must commit eighteen volunteer hours to the organization of the event. Organizations must communicate to the Event Coordinator how their volunteer hours have been/will be spent by July 13, 2013.
8. Organizations participating in the Tin Cup Challenge are required to set up an informational booth on race day. To the extent the organization also incorporates a family friendly, interactive activity in their booth or in the park, the Community Foundation will reduce the organization's volunteer requirement by up to eight hours. In order to receive credit, the activity must be approved in advance by the Event Coordinator.
9. If a participating nonprofit does not fulfill their obligations regarding 6th Annual Tin Cup Challenge volunteer hours (#7 above) or booth (#8 above), they will be ineligible to participate in the 7th Annual Tin Cup Challenge.
10. No event entry fees, organizational fees, memberships, tuitions, or other non tax-deductible expenditures may be channeled through the Tin Cup Challenge.
11. Organizations may not send a box holder, postal patron mailing or solicit through the purchase of mailing lists. Organizations may conduct targeted mailings related to the Tin Cup Challenge.

### PROCEDURES

**Failure to comply with the procedures listed below may disqualify an organization from participating in the Tin Cup Challenge, affect future participation in the event or result in the forfeiture of match dollars.**

#### **GENERAL PROCEDURES**

- All contributions received as part of Tin Cup Challenge are subject to the variance power of the Community Foundation of Teton Valley, an affiliate of the Community Foundation of Jackson Hole.\*

*\*Variance power: The Board of Directors of the Community Foundation of Jackson Hole shall have the power to modify or eliminate any restriction, condition, limitation or trust imposed with respect to any funds or property, the title to which has become vested in this corporation if, in the sole judgment of the Board of Directors, such restriction, condition, limitation or trust becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.*



208-354-8780  
FAX: 208-354-8410

Teton County Clerk

150 Courthouse Drive #208  
Driggs, Idaho 83422

December 4, 2013

TO: County Commissioners  
FROM: Teton County Clerk *mlh*  
SUBJECT: New Bleachers for Fairgrounds

Fair Board Treasurer J.R. Wood said six sets of bleachers were destroyed last summer. Some used wooden bleachers were immediately purchased with the insurance payment. Two sets will be replaced this year with bleachers made by the THS shop class and paid for with funds budgeted in the FY 2014 Fair budget.

J.R. has submitted the attached claim for \$19,550 to purchase two additional sets of new bleachers from Great Western Park & Playground. These bleacher sets are larger than the ones destroyed last summer. Therefore, J.R. says the seating lost last summer will be completely replaced after the purchase of these final two sets. She has been told that Impact Fees and Tin Cup donations to the Arena Fund will be used to pay for the Great Western bleachers.

For your information, I have attached a spreadsheet showing the total Tin Cup donations to the Arena Fund, along with a memo written by the former Planning Administrator regarding the use of Impact Fees. Please decide which accounts should be used to purchase the bleachers, and also to pay all expenses related to their installation.

## Tin Cup Donations to Valley Arena Fund

2006/2007	2,676.61	Community Foundation of Jackson Hole
2007/2008	3,890.00	Community Foundation of Teton Valley
2007/2008	1,988.65	Community Foundation of Teton Valley
2008/2009	3,792.90	Community Foundation of Teton Valley
2009/2010	605.90	Community Foundation of Teton Valley
2010/2011	2,112.80	Community Foundation of Teton Valley
2011/2012	1,319.20	Community Foundation of Teton Valley
2012/2013	-	Community Foundation of Teton Valley

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16,386.06



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**FROM:** Planning Staff, Angie Rutherford  
**TO:** Board of County Commissioners  
**RE:** Impact Fee Expenditures  
**DATE:** August 1, 2013  
**MEETING:** August 12, 2013

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**Impact Fee Expenditures:**

In order for money that has been collected as impact fees to be spent, a few conditions must apply.

1. The expenditure must be articulated in the Capital Improvements Plan.
2. The expenditure must be a “capital” expense with a lifespan of 10 years or more.
3. The expenditure must be for a capital expense that is the result of new development.

Impact fee money may not be spent on maintenance and upkeep or on a deficiency. In other words, if there is not enough recreation space (square footage) for our current population as identified in the capital improvements plan, impact fees could not be used to increase the recreation space until the deficiency is paid for by other means. So if a new facility was to be built down the road, funding for the deficit of recreation space would need come from other means, but then building above and beyond the deficit to accommodate future growth would qualify for impact fees. Likewise, if a road falls apart because of normal wear and tear, it cannot be resurfaced to its current state with impact fees, but if it was to be rebuilt to accommodate additional traffic due to new residents, then impact fees could be used.

While we have not have very many opportunities to spend impact fee funds, we have asked the Impact Fee Advisory Committee (IFAC) to make a recommendation about expenditures, however this is not required by state statute.

To amend the Capital Improvements Plan (CIP), The IFAC should recommend those changes to the BOCC. It is required by state statute for the IFAC to meet annually and review the CIP. I interpret that to mean that amendments to the IFAC need to pass through their committee, but ultimately their recommendation will need to be approved by the BOCC. The IFAC has done research in the last year about how to amend the CIP, who is qualified to make the amendments and what scope can be amended. Basically the IFAC can do much of it themselves. Projects can be replaced (i.e. it is my recommendation to replace some of the large projects with several small projects), but projects cannot be added indefinitely. Hofman Consulting was consulted and I’ve attached that correspondence.



*Other Business #3*

208-354-8780  
FAX: 208-354-8410

**Teton County Clerk**

150 Courthouse Drive #208  
Driggs, Idaho 83422

December 18, 2013

TO: County Commissioners  
FROM: Mary Lou *ml*  
SUBJECT: Conflict Public Defenders

The county has signed Conflict Public Defender contracts with 5 different attorneys. A sixth attorney recently asked to be added to the rotation. We have used conflict PDs for just 12 cases in each of the last two years, so I'm not sure another Conflict PD is needed. However, that decision is yours to make. Please let me know if you would like to execute another Conflict Public Defender contract.

# Project Plan – Ambulance Contract

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## Schedule

- May 1 – Contract presented to ASD
- April -- Final contract negotiations between ASD, FD, and Hospital
- March -- First draft of joint contract presented to ASD
- February – FD/Ambulance agreement on contract provisions for providing ambulance service
- January 1 – Third draft of FD/Ambulance agreement

## Sheriff and Dispatch

- Met on December 11
- Agreed to constitute Teton County First Responder Steering Committee
- Monthly meetings
- Membership to include: FD, Sheriff, Dispatch, Ambulance, Hospital, SAR, and Emergency Management
- Goals
  - Understand where common functions, equipment, and services are
  - Develop most efficient mechanisms for procurement, training, and protocols
  - Communication of issues
  - Decisions to improve operations



*Upcoming Meetings*

# SEVENTH JUDICIAL DISTRICT

CORDIALLY INVITES YOU TO ATTEND THE  
INVESTITURE CEREMONY

OF

JASON D. WALKER

AS A

“MAGISTRATE JUDGE”

FOR

TETON COUNTY

TO BE HELD IN THE DISTRICT COURTROOM

AT THE TETON COUNTY COURTHOUSE

150 COURTHOUSE DR.

DRIGGS, IDAHO

DATE: JANUARY 10, 2014

TIME: 2:00 P.M.

- SWEARING IN CEREMONY
- BRIEF PROGRAM
- RECEPTION IMMEDIATELY FOLLOWING THE CEREMONY

PUBLIC INVITED

\*\*Teton County will also honor the services of retiring Judge Colin Luke ~~at 3:00 p.m.~~\*\*

*immediately after.*

**Mary Lou Hansen**

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**From:** Mary Lou Hansen  
**Sent:** Monday, December 16, 2013 3:46 PM  
**To:** Ben Eborn ; Clay Smith; Dawn Felchle; Greg Adams (tetonemc@silverstar.com); Jason Boal; Jay Mazalewski; Kelly Wells; Mitch Golden; Rob Marin; Saul Varela; Teton JPO; Bonnie Beard; Bonnie Hatch; Kathy Rinaldi; Kathy Spitzer; 'Kelly Park'; Mary Lou Hansen; Sid Kunz ; Tim Melcher ; Tony Liford  
**Subject:** Jan. 13 meeting at 8:30 am

Please mark your calendars for the first regular monthly meeting of all department heads and elected officials scheduled for 8:30 am on January 13 in the Commissioners meeting room. Such meetings work well in other counties and the Commissioners hope to improve communication and efficiencies by implementing monthly meetings for Teton County. They realize that not everyone will be able to attend every meeting, but hope we all will attend as frequently as possible.

The idea is to hold the monthly meeting from 8:30-9:30 am on the second Monday of every month. These will be public meetings with a posted agenda, but there will be no minutes kept. The Commissioner's regular bi-monthly meeting will begin immediately after these monthly department head/CEO meetings.

Please send your agenda items to me by January 8, 2014.

Thanks,

*Mary Lou*

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Mary Lou Hansen  
Teton County Clerk  
208-354-8771  
150 Courthouse Drive #208  
Driggs, ID 83422  
FAX: 354-8410

Possible Agenda items:  
Recurring monthly bills s/b paid quarterly  
New LEC moving plans + schedule  
Copy machines  
Title VI Civil Rights Compliance for Grants