

**Teton County Idaho Commissioners' Meeting Agenda**  
**Monday May 23, 2016 9:00 am**  
150 Courthouse Drive, Driggs, ID – 1<sup>st</sup> Floor Meeting Room

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

**Board of Equalization, if necessary**

**9:00 EASTERN IDAHO PUBLIC HEALTH** – Geri Rackow  
1. Public Health Budget Proposal FY 2017

**9:15 TETON COUNTY SHERIFF'S OFFICE**  
1. Drug Dog Funding Request – Fred Hale  
2. Forest Service Contract – Rick Henry

**PLANNING AND BUILDING** – Kristin Rader  
1. Insignificant Plat Amendments  
2. County Provided Property Inquiries  
3. Land Use Development Code  
4. Harmony Design Agreement for Services  
5. Weeds Update  
    a. Victor Weed Spraying  
    b. Bonneville Power Administration Contract

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

**10:00 ACELA SOFTWARE DEMONSTRATION** – Holly Leighs  
1. Communication Update

**11:00 PUBLIC WORKS** – Darryl Johnson  
1. Solid Waste  
    a. April Well Sampling  
    b. Metal Recycling  
    c. Spring Clean Up Day  
2. Road & Bridge  
    a. Oil Contract  
3. Engineering  
    a. Centennial Trail Update  
    b. Chip Seal Specification  
4. Facilities  
    a. Garbage Bins at River Access Points

**12:00 MEETING WITH TETON COUNTY WYOMING COMMISSIONERS**

1. Alta Ambulance / Fire District
2. Emergency Service First Responders
3. Affordable Housing
4. Transportation

**CLERK** – Mary Lou Hansen  
1. Canvass of Primary Election Results  
2. Budget Memo #2

**2:00 THE DEVELOPMENT COMPANY** – Ted Hendricks

**3:00 ELECTED OFFICIALS AND DEPARTMENT HEAD MEETING**

**4:00 AMBULANCE SERVICE DISTRICT**  
1. Approve Available Minutes  
2. Ambulance Service Contract Termination  
3. Transition Planning

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

1. Approve Available Minutes
2. Other Business
  - a. Beer & Wine licenses, if any
  - b. Interim Planning and Building Administrator Salary
  - c. Recreation Planner Title
  - d. Tri-County Misdemeanor Probation
  - e. Schedule Employee Reviews
  - f. Solid Waste Fee
  - g. Fair Board Capital Improvement Expenditure Request
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)(a)(c)

**ADJOURNMENT**

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**Upcoming Meetings**

June 13 9:00 am Regular BoCC Meeting  
June 27 9:00 am Regular BoCC Meeting

July 11 9:00 am Regular BoCC Meeting  
July 25 9:00 am Regular BoCC Meeting

August 8 9:00 am Regular BoCC Meeting  
August 8 6:30 pm Town Hall Meeting



# Eastern Idaho **Public Health**

# **Fiscal Year 2017 Budget Proposal**

**May 12, 2016**

## **WHAT'S INSIDE**

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## Fiscal Year 2017 Budget Summary

Eastern Idaho Public Health's (EIPH) proposed budget for Fiscal Year (FY) 2017 is \$8,159,409 which is a 10.8% increase over FY2016.

### Revenue Highlights

#### State Appropriations

For FY2017, the total State Appropriations to the seven public health districts is \$9,289,500, an increase of 6.54% over FY2016. This increase is to help offset the health districts' higher costs for employee benefits, employee compensation increases, and the 27<sup>th</sup> pay period. Unlike last year when EIPH received about half of what the statewide increase was for FY2016, this year we received an increase of 7.69% or about 18% more than the statewide increase, due to the appropriation formula factor of poverty increasing for our district. EIPH's percentage of population and county contribution both decreased this year.

During FY2016, the state's Office of Performance Evaluation conducted a study concerning the health districts' distribution formula for the State General Fund appropriations. Findings of this report were released in December of 2015; however, discussions over the funding formula continue among the health district directors, trustees, and Boards of Health, which will likely continue into next calendar year and the 2017 Legislative Session.

#### County Appropriations

This budget proposal includes a request for a 4% increase in County Appropriations over FY2016, which is an increase of \$41,848. EIPH appreciates the partnership and financial support it receives from the counties, which are essential for EIPH to continue providing high quality public health services to the residents of Eastern Idaho. In addition to the actual services provided to users of the health district's various programs, EIPH staff also provides additional support to the counties and their residents by providing education, consultation, and support in a variety of programs. For example, our Environmental Health staff supports monthly Planning and Zoning meetings throughout the district as well as provides support and assistance for county ordinances. Often times, this extra support is not fully covered by contract funds or fees; therefore, we depend on the counties' continued long-term financial support to allow us to continue providing these valuable services to our residents. In some past years, we have been able to not ask for increases from the counties, but this year is not one of those years. This year alone, we are experiencing cost increases of about 6.5% over FY2016.

#### Fees

The FY2017 budget reflects a 24.58% increase (\$317,950) in budgeted fees. Over the past few years, fees in our Immunization Program have increased, primarily in the area of adult vaccines. After two years in a row of higher than expected adult vaccine fee revenue, we are increasing the initial fee projections on the belief the volume of clients will continue. Conversely, childhood vaccine fees continue to be negatively affected by billing requirements as well as an increased number of childhood immunization providers in our district. Therefore, EIPH has been focusing its childhood immunization efforts on areas of identified gaps in these services—such as school-based influenza clinics and adolescent immunizations—areas in which public health excels!

One challenge we face is the continual fluctuation in fees in our Reproductive Health Programs. The need for these valuable services continues, even though more and more of the clients we serve in these programs tend to be uninsured with lower incomes, resulting in a lower level of fee being paid for the services received. In order for us to continue meeting clients' needs, we rely on other funding sources (state and county appropriations) to help bridge this gap.

In addition to recently making upward adjustments in the fees for our Septic program, the level of activity in this program continues to show a slow upward trend, resulting in increased fee revenue budgeted. This helps substantially in getting EIPH to a balanced budget for FY17. However, charging full cost for fees in Environmental Health programs is a challenge due to both legislative fee setting processes and public resistance to rising permitting fees. This was one of the issues addressed in the OPE report, to which no resolution has yet been found.

Overall, this increase in budgeted fee revenue is a positive step in helping us to maintain a balanced budget. However, since fees are only 20% of the district's total revenue, the increase will not carry all off the increased costs we are experiencing this year. As we look forward to the future, leadership will need to continue to look at ways to increase fee revenues in appropriate ways to facilitate continued services as cost increases are out-pacing increases in tax revenue.

## Contracts

This year's budget reflects an expected 4.67% increase in contract funding. This does not represent a general increase in funding from federal sources. Only two contracts have increased to account for new costs—WIC and Public Water. The WIC contract was increased to help with the 27<sup>th</sup> pay period costs, while simultaneously being decreased for other reasons unfortunately, so the net impact is a 0.5% increase in funding. The Public Water contract was increased 3% to account for the Governor's recommended 3% Change in Employee Compensation (CEC). The significant increases in contract dollars are related to new activities. The two most notable are funding for Ebola preparedness activities (which started in FY16, but were not included in the budget) and the district's support of the Region 7 Behavioral Health Board.

## Expense Highlights

### Salaries

An ongoing challenge and concern of the health district's administration is funding to provide competitive entry wages and ongoing salary increases for employees. The improvements in the local economy have made it more difficult to retain staff especially at the lower pay grades. This year, the Idaho Legislature recommended a 3% increase in employee compensation, which has been included in this year's budget. EIPH's administration is committed to working to improve employee salaries, which are the lowest among Idaho's Public Health Districts, yet lack of funding makes this very difficult to address. The second major personnel cost pressure for 2017 is the 27<sup>th</sup> pay period, which occurs every 11 years. This extraordinary event will increase EIPH's personnel costs by about \$190,000 in FY2017. As noted above, we did receive an increase in our general fund appropriation to help with this expense, but contract funding (which accounts for about half of the district's revenue) did not provide increased funding for this event. This, and increased benefits costs discussed below, are the main reasons the counties are being asked to provide increased funding in FY2017.

### Employee Benefits

This year, we are experiencing a 9.3% increase in the cost of employee health insurance, increasing from \$11,200 to \$12,240 per employee per year. This results in an increased, largely unfunded, expense of about \$90,000 to the district. Over the last three years, there has been a 34.5% increase in health insurance costs to the employer (annual inflation of 10.4%). Health insurance costs account for over one million dollars of our annual budget.

### Operating Expenses

Overall, operating expenses have increased by 20%. The majority of this increase is attributed to increased purchasing of vaccine. In addition, EIPH is now purchasing its own contraceptives for the Family Planning program, where in the past, contraceptives were provided to the health districts by the state (however, contract funding was increased to help offset the contraceptives expense).

Furthermore, there are also some increasing operating costs in General Support related to maintenance needs on aging buildings and equipment. Just a few of the major projects on the horizon include having to resurface parking lots at many of our county offices, replace deteriorating concrete at our Idaho Falls office, and replace heating/cooling units in several of our buildings that are nearing the end of their useful life.

## Summary

EIPH's administration and staff are fully committed to continuing to provide high-quality public health services to the residents of Eastern Idaho in the most cost-effective manner possible, but we cannot make this happen without continued ongoing financial support from the State and our County partners. We have worked hard to control expenses that are within our control, yet in FY2017 we are faced with continued pressures due to health insurance costs increases and a 27<sup>th</sup> pay period, as well as challenges with providing competitive salaries that help us keep a skilled and competent workforce.

**REVENUE**

Division	Contracts	Fees
Board of Health	\$0	\$0
Environmental Health	231,300	473,050
Family & Community Health Services	878,700	1,103,500
Health Education, Epidemiology, and Preparedness	1,090,303	35,000
Healthcare Transformation	479,045	0
Nutrition	1,350,822	0
<b>Total Revenue</b>	<b>\$4,030,170</b>	<b>\$1,611,550</b>
FY2016 Budget	\$3,850,531	\$1,293,600
Change from FY16 to FY17	\$179,639	\$317,950
% Change	4.67%	24.58%

**EXPENSES**

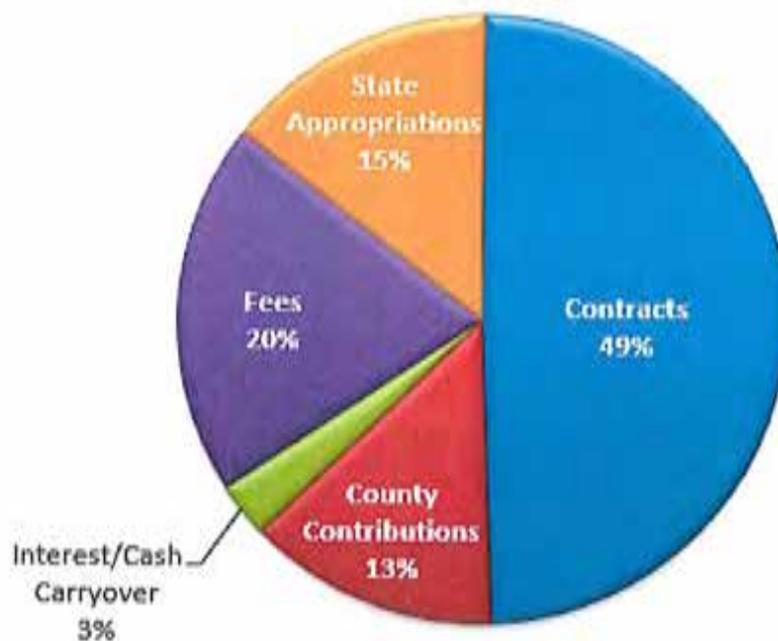
Division	Salaries	Benefits	Operating Expenses	FY2017 Proposed Budget	FY2016 Budget
Board of Health	\$5,700	\$481	\$10,000	\$16,181	\$18,366
Environmental Health	605,576	281,441	94,400	981,417	910,307
Family & Community Health Services	1,566,995	763,096	1,002,100	3,332,191	3,028,198
General Support	457,725	197,970	459,150	1,114,845	1,001,698
Health Education, Epidemiology, and Preparedness	619,788	278,215	165,600	1,063,603	1,043,310
Healthcare Transformation	239,988	114,429	76,729	431,146	224,457
Nutrition	688,906	377,120	155,000	1,220,026	1,137,927
<b>Total Expenses</b>	<b>\$4,184,678</b>	<b>\$2,011,752</b>	<b>\$1,962,979</b>	<b>\$8,169,409</b>	<b>\$7,364,263</b>
FY 2016 Budget	\$3,890,582	\$1,838,101	\$1,635,580		
Change	\$294,095	\$173,851	\$327,399		
% Change	7.56%	9.45%	20.02%		

SOURCE OF FUNDS	FY 2016 Budget	FY 2017 Proposed Budget	Change	% Change
County Contributions <sup>1</sup>	\$1,046,211	\$1,088,059	\$41,848	4.00%
State Appropriations	1,102,500	1,187,300	84,800	7.69%
Interest	5,000	8,000	3,000	60.00%
Cash Carryover	66,421	234,330	167,909	252.80%
Contracts	3,850,531	4,030,170	179,639	4.67%
Fees	1,293,600	1,611,550	317,950	24.58%
<b>TOTAL</b>	<b>\$7,364,263</b>	<b>\$8,159,409</b>	<b>\$795,146</b>	<b>10.80%</b>

<sup>1</sup> County Contributions Note: "Actual Budget" columns show County Contributions based on when cash is received from the counties by the District. "Original/Proposed Budget" columns show county contributions based on the appropriated amount. The District's fiscal year ends June 30; whereas counties' fiscal year ends September 30. This creates a cash flow timing difference.

On page 8 is a historical chart of County Contributions. These numbers are based on county funds appropriated by the health district's fiscal year, not when cash is received from the counties.

## Revenue Projection Summary - FY17



**Request for Approval of FY2017 Operating Budget—\$8,159,409**

**COUNTY APPROPRIATION FORMULA**

County Contribution = 70% Population Distribution + 30% Taxable Market Value  
 (Based on 2015 Population Estimate) (Based on 2015 Taxable Market Value)

**Proposed FY 2017 County Appropriations**

County	2015 Population Estimate <sup>2</sup>	% Population of District	Population 70% Distribution	2015 Taxable Market Value <sup>3</sup>	% Valuation of District	Valuation 30% Distribution	FY 2017 Budget County Cost Pop. + Eval.
Bonneville	110,889	52.21%	\$397,653	5,751,633,771	44.10%	\$143,950	<b>\$541,603</b>
Clark	880	0.41%	3,123	117,200,515	0.90%	\$2,938	<b>\$6,061</b>
Custer	4,087	1.92%	14,624	774,950,340	5.94%	\$19,389	<b>\$34,013</b>
Fremont	12,819	6.04%	46,003	1,813,776,398	12.37%	\$40,378	<b>\$86,381</b>
Jefferson	27,157	12.79%	97,414	1,157,713,484	8.88%	\$28,986	<b>\$126,400</b>
Lemhi	7,735	3.64%	27,724	643,779,687	4.94%	\$16,125	<b>\$43,849</b>
Madison	38,273	18.02%	137,248	1,577,146,686	12.09%	\$39,464	<b>\$176,712</b>
Teton	10,564	4.97%	37,854	1,405,631,779	10.78%	\$35,188	<b>\$73,042</b>
<b>TOTAL</b>	<b>212,404</b>	<b>100.00%</b>	<b>\$761,643</b>	<b>\$13,041,832,660</b>	<b>100.00%</b>	<b>\$326,418</b>	<b>\$1,088,061</b>

<sup>2</sup> U.S. Census Bureau, 2015 Census Population Estimate

<sup>3</sup> Under Idaho Code 39-424, the State Tax Commission is required to report to the health districts by April 1 net property taxable value for each county.

County	FY2016 Contribution	FY 2017 Proposed Contribution	\$ Change
Bonneville	\$518,104	\$541,603	\$23,499
Clark	\$5,796	6,061	\$265
Custer	\$34,012	34,013	\$1
Fremont	\$84,795	86,381	\$1,586
Jefferson	\$121,957	126,400	\$4,443
Lemhi	\$42,749	43,849	\$1,100
Madison	\$170,020	176,712	\$6,692
Teton	\$68,778	73,042	\$4,264
<b>TOTAL</b>	<b>\$1,046,211</b>	<b>\$1,088,061</b>	<b>\$41,850</b>

**Request for Approval of County Appropriations—\$1,088,061**

County Population

County	County Population			
	FY16	FY17	Change	% Change
Bonneville	108,623	110,889	2,266	2.09%
Clark	867	880	13	1.50%
Custer	4,140	4,087	(53)	(1.28)%
Fremont	12,867	12,819	(48)	(0.37)%
Jefferson	27,021	27,157	136	0.50%
Lemhi	7,726	7,735	9	0.12%
Madison	38,038	38,273	235	0.62%
Teton	10,341	10,564	223	2.16%
<b>Total</b>	<b>209,623</b>	<b>212,404</b>	<b>2,781</b>	<b>1.33%</b>

County's % of Health District Population		
FY16	FY17	Change
51.82%	52.21%	0.39%
0.41%	0.41%	0.00%
1.97%	1.92%	(0.05)%
6.14%	6.04%	(0.10)%
12.89%	12.79%	(0.10)%
3.69%	3.64%	(0.04)%
18.15%	18.02%	(0.13)%
4.93%	4.97%	0.04%
100.00%	100.00%	

County Property Values

County	County Valuation			
	FY16	FY17	Change	% Change
Bonneville	\$ 5,577,399,471	\$5,751,833,771	\$174,234,300	3.12%
Clark	111,991,595	117,200,515	5,208,920	4.65%
Custer	788,234,449	774,950,340	(13,284,109)	(1.69)%
Fremont	1,603,354,677	1,613,776,398	10,421,721	0.65%
Jefferson	1,108,939,280	1,157,713,484	48,774,204	4.40%
Lemhi	632,371,421	643,779,687	11,408,266	1.80%
Madison	1,493,409,607	1,577,146,686	83,737,079	5.61%
Teton	1,315,338,908	1,405,631,779	90,292,871	6.86%
<b>Total</b>	<b>\$12,631,039,408</b>	<b>13,041,832,660</b>	<b>410,793,252</b>	<b>3.25%</b>

County's % of Health District Total		
FY16	FY17	Change
44.16%	44.10%	(0.05)%
0.89%	0.90%	0.01%
6.24%	5.94%	(0.30)%
12.69%	12.37%	(0.32)%
8.78%	8.88%	0.10%
5.01%	4.94%	(0.07)%
11.82%	12.09%	0.27%
10.41%	10.78%	0.36%
100.00%	100.00%	

**OPERATING ACCOUNT**

<b>ACCOUNT BALANCE</b>		\$2,667,277
<b>PLUS</b> FY2017 CEC (transfer from Capital Reserve)		189,000
<b>LESS</b> amount available to use for budget stabilization		(234,330)
<b>LESS</b> amount restricted by donor/funding source		(93,075)
<b>LESS</b> amount reserved for and authorized for spending on a public health emergency		(500,000)
<b>LESS</b> amount reserved and authorized for vehicle purchases		(60,000)
<b>LESS</b> amount reserved for and authorized for spending on building maintenance		(50,000)
<b>LESS</b> amount reserved for and authorized for spending on legal fees		<u>(40,000)</u>
<b>Total Unrestricted Operating Account Balance</b> as of April 30, 2016		<b>\$1,878,872</b>

**CAPITAL RESERVE ACCOUNT**

<b>ACCOUNT BALANCE</b>		\$534,739
Dedicated for future personnel costs	\$225,000	
Dedicated for future building projects	309,739	
<b>LESS</b> amount transferred to FY17 Budget for CEC		<u>(189,000)</u>
<b>CAPITAL RESERVE BALANCE</b>		<b>\$345,739</b>

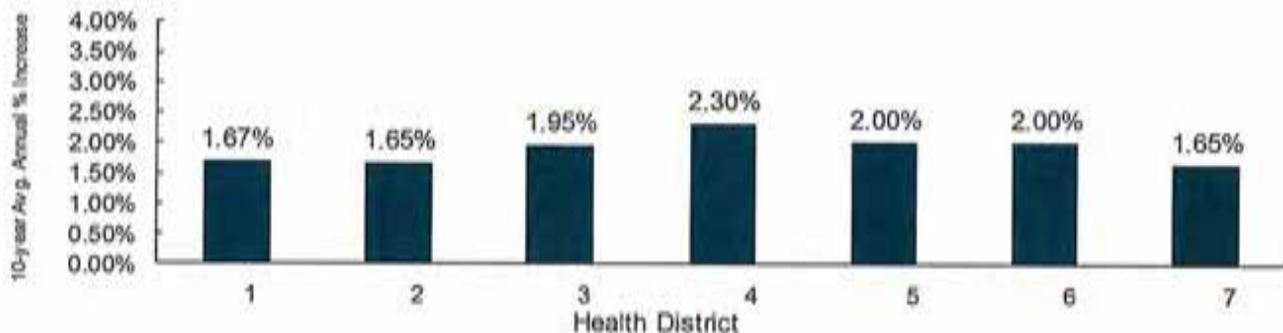
**Request for Approval of FY2017 Operating & Capital Reserve Accounts**

History of County Contributions  
(FY2007 - 2016)

FISCAL YEAR	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6	DISTRICT 7	TOTALS
2016	\$1,172,100	\$774,099	\$1,227,156	\$2,166,492	\$1,127,586	\$1,128,041	\$1,046,211	\$8,639,595
2015	1,149,135	751,465	1,191,414	\$2,103,400	1,094,744	1,093,244	1,025,696	8,409,098
2014	1,115,700	729,578	1,156,713	2,042,126	1,062,858	1,061,402	1,010,538	8,178,915
2013	1,083,171	708,328	1,123,023	1,982,647	1,031,901	1,040,590	981,102	7,950,762
2012	1,051,622	687,697	1,106,427	1,924,900	1,011,668	1,010,282	961,867	7,754,463
2011	1,051,622	712,639	1,106,427	1,887,166	1,011,668	1,010,282	961,867	7,741,671
2010	1,071,116	712,639	1,106,427	1,887,166	1,011,668	1,010,282	961,867	7,761,166
2009	1,076,498	712,639	1,106,427	1,887,166	1,011,668	1,010,282	961,867	7,766,547
2008	1,045,100	691,900	1,074,200	1,832,200	982,200	973,700	933,900	7,533,200
2007	1,014,704	671,731	1,042,914	1,788,880	953,594	952,257	906,651	7,320,731

History of County Contributions Percent Change  
(FY2007 - 2016)

FISCAL YEAR	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6	DISTRICT 7
2016	2.0%	3.0%	3.0%	3.0%	3.0%	3.0%	2.0%
2015	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	1.5%
2014	3.0%	3.0%	3.0%	3.0%	3.0%	2.0%	3.0%
2013	3.0%	3.0%	3.0%	3.0%	2.0%	3.0%	2.0%
2012	0%	-3.5%	0%	2.0%	0%	0%	0%
2011	-1.8%	0%	0%	0%	0%	0%	0%
2010	-0.5%	0%	0%	0%	0%	0%	0%
2009	3.0%	3.0%	3.0%	3.0%	3.0%	3.8%	3.0%
2008	3.0%	3.0%	3.0%	3.0%	3.0%	2.3%	3.0%
2007	2.0%	2.0%	3.0%	3.0%	3.0%	3.0%	2.0%
<b>Avg. Annual % Change</b>	<b>1.67%</b>	<b>1.65%</b>	<b>1.95%</b>	<b>2.30%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>1.65%</b>



**History of State Appropriations  
(FY2008 - 2017)**

FISCAL YEAR	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6	DISTRICT 7	TOTALS
2017	\$1,253,600	\$885,000	\$1,387,000	\$2,192,600	\$1,197,900	\$1,186,100	\$1,187,300	\$9,289,500
2016	1,184,200	814,300	1,315,400	2,071,100	1,121,200	1,110,500	1,102,500	8,719,200
2015	1,153,300	810,600	1,286,300	2,003,100	1,108,800	1,077,400	1,091,700	8,531,200
2014	1,125,700	759,500	1,227,800	1,930,700	1,065,300	1,054,200	1,069,300	8,232,500
2013	1,082,600	696,900	1,254,100	1,957,200	1,059,300	1,027,200	1,058,800	8,136,100
2012	1,045,600	705,500	1,208,600	1,856,800	1,014,700	993,200	1,020,700	7,845,100
2011	1,109,400	764,400	1,273,100	1,955,500	1,083,000	1,054,800	1,079,300	8,319,500
2010	1,262,700	842,700	1,416,500	2,171,000	1,214,500	1,195,200	1,202,500	9,305,100
2009	1,459,000	985,500	1,611,200	2,521,100	1,420,300	1,394,200	1,408,000	10,799,300
2008	1,389,300	935,900	1,540,700	2,407,700	1,350,200	1,323,000	1,324,100	10,270,900

FISCAL YEAR	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6	DISTRICT 7
2017	13.49%	9.53%	14.93%	23.60%	12.90%	12.77%	12.78%
2016	13.58%	9.34%	15.09%	23.75%	12.86%	12.74%	12.64%
2015	13.52%	9.50%	15.08%	23.48%	13.00%	12.63%	12.80%
2014	13.67%	9.23%	14.91%	23.45%	12.94%	12.81%	12.99%
2013	13.31%	8.57%	15.41%	24.06%	13.02%	12.63%	13.01%
2012	13.33%	8.99%	15.41%	23.67%	12.93%	12.66%	13.01%
2011	13.33%	9.19%	15.30%	23.51%	13.02%	12.68%	12.97%
2010	13.57%	9.06%	15.22%	23.33%	13.05%	12.84%	12.92%
2009	13.51%	9.13%	14.92%	23.35%	13.15%	12.91%	13.04%
2008	13.53%	9.11%	15.00%	23.44%	13.15%	12.88%	12.89%

Historically, the formula used for distributing the State Appropriations between Idaho's seven health districts was based on four components:

**Population (20%) + Poverty (10%) + County Funding (60%) + Public Assistance (10%)**

However, in late 2012, the Idaho Association of Local Boards of Health voted to change the distribution formula, increasing the weighting on county funding to:

**Population (18%) + Poverty (15%) + County Funding (67%)**

As a result, if one district gets a 3% increase from its counties but another district gets less than a 3% increase, the amount that district receives in the State Appropriations will be affected the following year.

Lined writing area with three binder holes on the left side.





Eastern Idaho  
**Public Health**

**Prevent. Promote. Protect.**

Bonneville County Office  
1250 Hollipark Drive  
Idaho Falls, ID 83401  
(208) 522-0310

## Eastern Idaho Public Health's Board of Health

- Commissioner Lee Staker, Chairman ~ Bonneville County
- Dr. Barbara Nelson, Vice Chairman ~ Physician Representative
- Commissioner Greg Shenton ~ Clark County
- Commissioner Lin Hintze ~ Custer County
- Commissioner LeRoy Miller ~ Fremont County
- Commissioner Brian Farnsworth ~ Jefferson County
- Commissioner Ken Miner ~ Lemhi County
- Commissioner Kimber Ricks ~ Madison County
- Commissioner Bill Leake ~ Teton County

Visit us on the web at [www.EIPH.Idaho.gov](http://www.EIPH.Idaho.gov)

and on Facebook at 

**Eastern Idaho Public Health**



# 2016 TCSO K9 Program Initiation Budget Proposal

- ~**\$14,093** from several different funds, of which \$8,000 is for K9 purchase
- K9 purchase would be made in early July, if approved
- Follow-on years' (2017+) Budget need is significantly smaller, just over \$3,000

# Narcotics Detection K9 Necessity in Teton County

- TCSO has not had an agency-owned drug dog since 2008
- Currently borrowing K9 teams from neighboring agencies & ISP, usually for search warrants of residences, when possible
- Unable to use borrowed K9 teams for traffic stops or consent searches, due to time constraint coming from out of county
- Contributing teams generally conduct only a once-a-year sweep of the schools, during which illegal drugs and drug equipment is regularly found
- We have received numerous citizen reports of drug dealing, manufacturing, and possession, including heroin and meth, but we are unable to get probable cause to search suspects or their vehicles without the invaluable tool an in-county K9 team represents

# K9 Necessity/Benefits (cont'd)

- Teton County Coroner investigated a heroin-related unattended death just last month, in Victor.
- From a recent Post Register article: The Bannock County Sheriff's Office said Southeast Idaho's heroin problem is due to the street price for pain medications going up. Heroin became the alternative since it's cheaper, easier to get and gives a similar high.
- Search Warrant Execution much more efficient, when searching for illegal substances, vehicle searches generally less invasive.
- Drug Seizure forfeiture funds, vehicles, and items seized during drug searches are controlled by Prosecutor's Office can be used for additional equipment & training specific to counter-narcotics efforts.

# \$300 Utah POST Academy Total ~\$2620 from Training & Travel Budget

- 8-weeks x 4 days/week Detection K9 Academy scheduled 7/25 thru 9/15/2016
- Lodging & Kennel free
- \$1920 Handler Meals (Training & Travel Budget)
- ~\$250 fuel
- ~\$150 K9 dog food & supplements

# Vehicle Modifications: ~\$1,950

- Budget Line: 01-04-801

(Capital-Vehicles, Non-IT Equip)

12v Fan: \$225  
Door Insert: \$200  
Graphics: \$250

- Remove left rear seat & Fabricate half-cage: \$800
- 1" Rubber floor mat: \$60
- Leash holder Hook: \$10
- In-car drug safe: \$200
- AnimAlarm Temperature Monitor: \$175 + monthly cell service (may be I.T.)
- Spill-proof bowl: \$27



# ~\$1155 Uniform & Equipment Items (Prices from ActiveDogs.com):

**Uniform Budget: 01-04-558  
(\$5000 Available)....**



Patrol Harness: \$55



Harness Patches: \$30



Engraved Collar: \$25



Training Collar: \$18



K9 Badge Holder: \$10



Reflective Adjustable Leash: \$18



K-9 Badge: \$50



Long leash line: \$25

**Equipment Budget: 01-04-557  
(\$5000 Available)....**



Non-skid Dog Bowls: \$24



Portable Kennel: \$110



MOLLE K9 First Aid Kit: \$70



2x Pelican air-tight portable 6-jar drug storage: \$100



12 pack glass jars: \$25



Grooming Items: \$65



Drug Scent Kits (4) @ \$150 ea.

# ~\$368 Miscellaneous Items Budget (01-04-559)

- Shipping: ~\$120
- NPCA Dues: \$40
- IPCA Dues: \$50
- Testing: ~\$150
- County Dog License \$7.50

---

**Total Cost from Current (FY16) Budget: \$6,093**

**(plus quoted purchase price of K9: \$8,000)**

# \$3,350 Proposed 2017 K9 Budget (Based off TCSO Wyoming Budget #s):

- Dog Food and Supplements \$1350.00
- Vet and Vet Supplies \$850.00
- Mandatory Certification and Dues \$250.00
- Boarding \$900.00

# \$8,000 K9 Purchase (Alabama K9, recommended by surrounding Agencies and Handlers)

- Will need Commissioner approval for using other line item to pay for purchase.
- K9 comes with a 2-year full health warranty, all shots, and fully-trained for Drug Detection and obedience.
- K9 also comes with 100% working guarantee.
- K9s are Belgian Malinois.
- Website: [alcanine.com](http://alcanine.com)
- Handler will be allowed to travel to and observe/pick from selection of trained K9s.

# Alabama K9 Endorsements (Just a few examples)

- Shelley PD Sgt Kent Swanson & his K9, Magnum, won 2<sup>nd</sup> in 2016 Idaho Police K9 Association Narcotics Identification Competition
- **Reggie Sutton**, Birmingham Police Dept. “This is my third dog from Ricky Farley. I have handled a patrol dog for almost 15 years and would not consider a dog from any other provider. My previous dog had over 75 apprehensions and was as genetically sound as any top kennel in the world could provide. Beautiful facility. Great staff and learning environment. Thanks again, Ricky.”
- **Scott Reneau**, Tunnel Hill Police Department I.C.E. Unit “Just finished attending K9 training at Alabama Canine. We had only been back a week and a half, "Vinni" indicated on a car and we located \$11,000. It took 8 days for "Vinni" to pay for himself. I had a great month of training with Rickey and learned more than I ever thought I would. I look forward to going back for recert next year.
- **Brandon Thrower**, Coweta County, GA From what I have observed, Alabama Canine has by far the best training and quality of canine to offer.
- Some of the large departments that receive dogs from Alabama K9 include:  
The United States Border Control, The Immigration and Naturalization Service, The Department of Energy, The City of Washington, D.C., Alabama State Troopers, Georgia State Troopers, Montgomery County Sheriff’s Department, and the Maryland State Troopers.

# MAKOR K9 QUOTE Comparison Quote

(Locally recommended Napa, CA company)

May 12, 2016,  
Officer Tyson Gunderson  
Teton County Sheriff's Office  
230 N Main Street  
Driggs, ID 83422

QUOTE # 05122016-1

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## **QUOTE**

TYPE: Drug Detection Canine

BREED Malinois/Male-Female

RESPONSE: Passive MAKOR K9 Enhanced Hunt™ Indication

ODORS: Cocaine/Meth/Heroin/Marijuana

COSTS: K9 Acquisition and Pre-training .....\$ 9000.00

SHIPPING

&

DESTINATION

CHARGES:.....\$ 1200.00

NARCOTIC DETECTION K9 HANDLER ORIENTATION COURSE

TRAINING: Ten (10) days handler orientation in and about Teton County,

ID exact date(s) to be determined.....\$ 5000.00

*(Estimated July subject to K9 procurement.)*

PER DIEM: Ten (10) days MAKOR K9 Staff Trainer Per Diem.....\$ 1700.00

**TOTAL \$ 16900.00**

Payment is appreciated at the time of order

# ISP Canine 2004 Cost Proposal (for comparison)

Ref: <https://www.isp.idaho.gov/pgr/Research/documents/k9s.pdf>

Table 1. Items Needed for a Successful K-9 Program

Item	Average Cost Based on Estimates
1. Dog, plus dog and handler training (room, board and travel included)	14,198.00
2. Vehicle kennel, fan, tinted windows etc. (depends on if outfitting car or truck)	2,191.00
3. Kennel and dog house for home (with cement pad)	929.45
4. Yearly supply of food per dog (high quality)	311.25
Vet bills per year if there are no major problems	406.25
5. Bite suit for patrol dogs	1,522.00
6. Muzzle for patrol dogs	225.00
7. Bite sleeve	186.93
8. E-collar for patrol and some narcotics dogs	439.00
9. Leash, collar, tracking equipment, toys, food bowl	1,014.90
10. Video system for car	2,566.67
	<b>Total 23,990.45</b>

# QUESTIONS?





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**FROM:** Kristin Rader, Interim Planning and Building Administrator  
**TO:** Board of County Commissioners  
**RE:** Planning, Building, & Weeds Department Update  
**MEETING:** May 23, 2016

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The following items are for your review and discussion.

### **Insignificant Plat Amendments**

Colter Park PUD: Arnold and Sharon Woolstenhulme are proposing a lot line adjustment between 2 lots and Open Space Area 1 in Colter Park, south of Victor. See attached application and staff report.

*ACTION ITEM – Motion to approve Colter Park Planned Unit Development insignificant plat amendment for Arnold and Sharon Woolstenhulme.*

Teton Springs PUD: Kurt Mitchell, on behalf of Michael and Julie Stalnecker, are proposing to move a building envelope. See attached application and staff report.

*ACTION ITEM – Motion to approve Teton Springs Planned Unit Development insignificant plat amendment for Kurt Mitchell, on behalf of Michael and Julie Stalnecker.*

### **County Provided Property Inquiries**

I have updated the property inquiry request application to include the fee requirements and the disclaimer language provided by Kathy Spitzer. This has been updated on the website. I am willing to move forward with accepting property inquiries, with the understanding that there will be at least a 2-4 week turnaround time while we are understaffed. I have already received two paid inquiries.

### **Land Use Development Code**

At the last work session, the BoCC agreed to provide the PZC with a list of their key concerns with the Draft Code. I would recommend having that completed and ready for PZC by June 3.

We will hold a joint work session with the BoCC and PZC on June 14<sup>th</sup>. The PZC has asked if the BoCC can attend from 4-6pm or 5-7pm to work around the public hearings they have scheduled.

*ACTION ITEM – Schedule a time for the joint BoCC/PZC work session on June 14, 2016.*

## Harmony Design Agreement for Services

Attached is an agreement with Harmony Design and Engineering to perform Nutrient Pathogen Evaluation reviews, provide Floodplain Management technical support, and provide Professional Engineering support. This is an update and consolidation of the contracts we currently have with Harmony.

*ACTION ITEM – Motion to approve Agreement for Services with Harmony Design, Inc. for: Services for Nutrient Pathogen Evaluation Review, Floodplain Management technical support, and professional engineering support.*

## Weeds Update

Victor Weed Spraying: Attached is an MOU with the City of Victor for your approval. This agreement is for Amanda to spray Victor City parks and gravel pit, totaling about 70 acres at \$55/acre.

*ACTION ITEM – Motion to approve MOU with the City of Victor for weed spraying.*

Bonneville Power Administration Contract: BPA has contacted Amanda about contracting the County to either spray or contract out 40-50 miles of BPA transmission line right of way in Teton County. BPA contracts our neighboring counties to do the same. The BPA Official is visiting Idaho Falls this week, and Amanda has scheduled a meeting for Tuesday to get more information.

- For instance, Madison County receives \$5,000 per year and sprays the line in a three-year rotation with their ATVs (i.e. they don't cover all of the line each year, just 1/3 of it). Madison County said they general only spends two days per season on it. BPA said the contract would be something like \$5,000 per year, for five years.

*ACTION ITEM – Decide if a Contract with BPA is an interest of the County and move forward with working on a Contract.*

## Overnight Stay for Training

I would like to attend the FEMA Floodplain Management Course, E284: Advanced Floodplain Management Concepts III, in Emmitsburg, MD at the Emergency Management Institute. This course is August 29-September 2. This course is free from FEMA, with the exception of the meal ticket (\$125.20). Travel is 100% reimbursed by FEMA after the course has been completed. (see attached course description/info).

*ACTION ITEM – Motion to approve Planning Administrator to travel and attend FEMA training to be paid from fund 01-21-431 (travel and training).*

## Attachments

1. Colter Park Insignificant Plat Amendment Materials
2. Teton Springs Insignificant Plat Amendment Materials
3. Harmony Design, Inc. Agreement for Services
4. City of Victor MOU for weed spraying
5. FEMA course info



**A REQUEST FOR AN INSIGNIFICANT PLAT AMENDMENT APPROVAL**  
**BY:** Arnold and Sharon Woolstenhulme  
**FOR:** Colter Park PUD  
**PREPARED FOR:** May 23, 2016 Board of County Commissioners Public Meeting

**Background:** The Colter Park Planned Unit Development, south of Victor, was originally platted in 1998 by the Woolstenhulmes. The fire pond for Colter Park is currently located on Lots 5 and 6. The applicant wishes to adjust the lot lines between Lots 5 and 6, so the fire pond will be located completely on Lot 6 to prevent possible issues between future owners of these lots. To keep the acreage of Lot 5 the same, and subsequently the acreage of Open Area 1, the lot lines shared with Lot 6 and Open Area 1 also had to be adjusted.



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

- i. vacations of portions of a plat, except where platted open space acreage would be reduced in acreage or the value of the protected resource may be diminished.
- ii. minor amendments to the recorded Master Plan,
- iii. lot line adjustments between lots within a subdivision,
- iv. lot consolidations of two or more platted lots into fewer lots,
- v. the re-arrangement or relocation of five (5) or fewer lots, parcels or buildings that does not encroach further into natural resource areas or Overlay Areas as defined in Title 8 or Title 9 or move closer to neighboring property;
- vi. a minor boundary adjustment between a lot in a platted subdivision and an adjacent non-platted property,
- vii. minor changes to the layout of roads, utilities or other facilities;
- viii. other changes of similar magnitude and minimal direct impact.

*Natural Resource Overlays on property*



**§9-7-1 (B-4a) Insignificant Changes.** Upon determining the application complete, and that the proposal is an insignificant change or vacation, the Planning Administrator shall recommend to the Board of County Commissioners approval, approval with conditions, or denial of the application pursuant to the criteria and standards in the county regulations. The Board may review insignificant changes at a regularly scheduled public meeting.

**Criteria for Approval §9-7-1 (B-3b):**

**a. Insignificant Changes.**

- i. Any proposed changes to an easement, public right-of way, or Planned Unit Development, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.

Staff Comments:

*There is no proposed change to any easement or Right of Way. This proposal complies with Teton County standards.*

- ii. Insignificant changes to a recorded plat or master plan shall not reduce the area of designated open space or increase the number of lots or the overall amount of area of development.

Staff Comments:

*The proposed change will not create additional lots, increase the overall amount of area for the development, or reduce the open space. The open space boundary is being adjusted slightly to maintain the same acreage for Lot 5, but the approved open space acreage will remain the same. The proposed change is not encroaching further into the Overlay Areas or closer to neighboring properties.*

- iii. Insignificant changes to a recorded plat, master plan, easement, or right-of-way shall not increase or create new and potentially substantial direct or indirect impacts on the neighborhood, vicinity of the subdivision or overall community.

Staff Comments:

*The proposed changes will not create any additional impacts, as the lots were approved previously. This is just a reconfiguration of the lots.*

**Board Action/Decision:**

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

- 1) Continue the application
- 2) Approve the application
- 3) Approve with conditions
- 4) Deny the application

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

## Findings of Fact:

- Arnold and Sharon Woolstenhulme submitted an application on May 6, 2016 to amend the Colter Park Planned Unit Development Final Plat (Inst. #131501, amended Inst. #148684)
- Colter Park PUD was originally platted in 1998 and amended in 2001.
- The application is to adjust the lot lines of Lot 5 and 6, so the fire pond will be completely contained on Lot 6. The Open Space lot line adjacent to Lots 5 and 6 is also being adjusted to maintain the open space acreage.
- Insignificant plat amendments are used for lot line adjustments of five or fewer parcels.
- These adjustments are not encroaching further into an Overlay Area or closer to a neighboring property. The Open Space is not being reduced.

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

Prepared by Kristin Rader, Interim Planning Administrator on 5-18-2016

**Attachments:**

1. Application (6 pages)



**RECEIVED**  
 BY: JB/KR  
 DATE: 5-6-2016

Colter Park

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

**SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION**

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

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

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

Owner: Arnold and Sharon Woolstenhulme  
 Applicant: same as above E-mail: woolstenhulme@ida.net  
 Phone: (208) 313-1080 Mailing Address: P.O. Bx. 139  
 City: Victor State: ID Zip Code: 83455  
 Engineering Firm: A-W Engineering Contact Person: same as owners Phone: (208) 787-2952  
 Address: 295 South Main St. E-mail: aweng@ida.net  
Victor, ID

Location and Zoning District: 10365 Colters Run Trail RP0021300000 60  
10405 Colters Run Trail RP0021300000 50  
 Address: 10405 Colters Run Trail Parcel Number: RP0021300001  
 Section: 19 Township: 3N Range: 46E, B.M. Total Acreage: \_\_\_\_\_  
 Proposed Units/ Lots: \_\_\_\_\_ Current Units/Lots: 2 being amended  
 Code Approved Under: \_\_\_\_\_ and open area

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

*Fees are non-refundable.*

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

• Applicant Signature: [Signature] Date: 5/5/16

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

• Owner Signature: [Signature] Date: 5/5/16

## SECTION II: ADMINISTRATOR DETERMINATION

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

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

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

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

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

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



Colter Park

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

**SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION**

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

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

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

Owner: Arnold and Sharon Woolstenhulme

Applicant: same as above E-mail: woolstenhulme@ida.net

Phone: (208) 313-1080 Mailing Address: P.O. Box 139

City: Victor State: ID Zip Code: 83455

Engineering Firm: A-W Engineering Contact Person: same as owner Phone: (208) 787-2952

Address: 255 South Main St. E-mail: aweng@ida.net  
Victor, ID

Location and Zoning District: 10365 Colters Run Trail RP002130000 60  
10405 Colters Run Trail RP002130000 50

Address: 10405 Colters Run Trail Parcel Number: RP002130000A1

Section: 19 Township: 3N Range: 40E, B.M. Total Acreage: \_\_\_\_\_

Proposed Units/ Lots: \_\_\_\_\_ Current Units/Lots: 2 being amended and open area

Code Approved Under: \_\_\_\_\_

- FEES (pursuant to current fee schedule)
- Insignificant
- Affidavit of Legal Interest

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

9636

**A-W ENGINEERING**  
 ARNOLD OR SHARON WOOLSTENHULME  
 255 SOUTH MAIN/BOX 139 PH. (208) 787-2952  
 VICTOR, ID 83455

THE BANK OF COMMERCE  
 DRIGGS, ID 83422  
 92-41/1241

05/04/2016

Pay to the Order of

TETON COUNTY PLANNING & ZONING

\$ \*\*395.00

Three hundred ninety-five and 00/100\*\*\*\*\*Dollars

## **ACCOMPANYING NARRATIVE**

**APPLICATION:** Amended subdivision plat for Colter Park Planned Unit Development, Instrument # 131501 located in a part of the East half Northwest quarter of Section 19, Township 3 North, Range 46 E., B.M. Teton County, Idaho

**APPLICANT:** Arnold Woolstenhulme & Sharon Woolstenhulme  
P.O. Bx. 139, Victor, ID. 83455

The purpose of the proposed amended subdivision plat is to have the fire pond located completely on Lot 6; currently a small portion of the pond is also on Lot 5. This adjustment is to prevent any possible issues between future owners of these two lots. In order to keep Lot 5 at the same acreage, a small boundary adjustment was done with Open Area 1. To keep that area at the same acreage as required by the county ordinances which governed the platting of the Colter Park Planned Unit Development, a minor adjustment was also done between Open Space 1 and Lot 6 also.

126108

# WARRANTY DEED

RECEIVED

JAN 02 1997

TETON CO., ID  
CLERK RECORDER

For Value Received JUDITH WOOLSTENHULME HANSEN

does hereby grant, bargain, sell, and convey unto ARNOLD W. WOOLSTENHULME AND SHARON W. WOOLSTENHULME the following described premises, to-wit:

46 acres more or less described as beginning at the NW corner of the SW 1/4 NW 1/4 of Section 19, Township 3 North, Range 46 E.B.M. Teton County, Idaho and running East 1320 feet;  
Thence North 287 feet more or less to the West line of the old State Highway # 33 right-of-way;  
Thence in a northwesterly direction along said highway to the North bank of Game Creek;  
Thence in a northwesterly direction along the East bank of Game Creek 950 feet more or less to the Quarter section line;  
Thence South 2145 feet more or less to the point of beginning.

Subject to reservations in United States and State Patents; existing and recorded right-of-ways, easements, zoning, building and subdivision ordinances; taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said grantee, that she is part-owner with Arnold W. Woolstenhulme of said premises.

Dated:

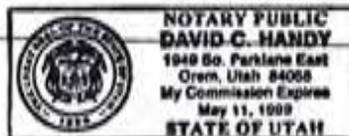
*Judith Woolstenhulme Hansen*  
\_\_\_\_\_  
JUDITH WOOLSTENHULME HANSEN

*Lee Hansen*  
\_\_\_\_\_  
LEE HANSEN

NOT A LEGAL COPY

STATE OF UTAH, COUNTY OF UTAH  
On this 26 day of August 1996 before me, a notary public in and for said State, personally appeared Judith Woolstenhulme Hansen & Lee Hansen known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

*David C. Handy*  
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
Comm. Expires \_\_\_\_\_



126108

FILED

AT THE REQUEST OF

*Sharon Woolstenhulme*

At 33 MINUTES PAST 4 P M

DATE *Jan 2, 1996*

*Clair Smith*

BY *Clair Smith*

CLERK OF RECORD, DEPUTY

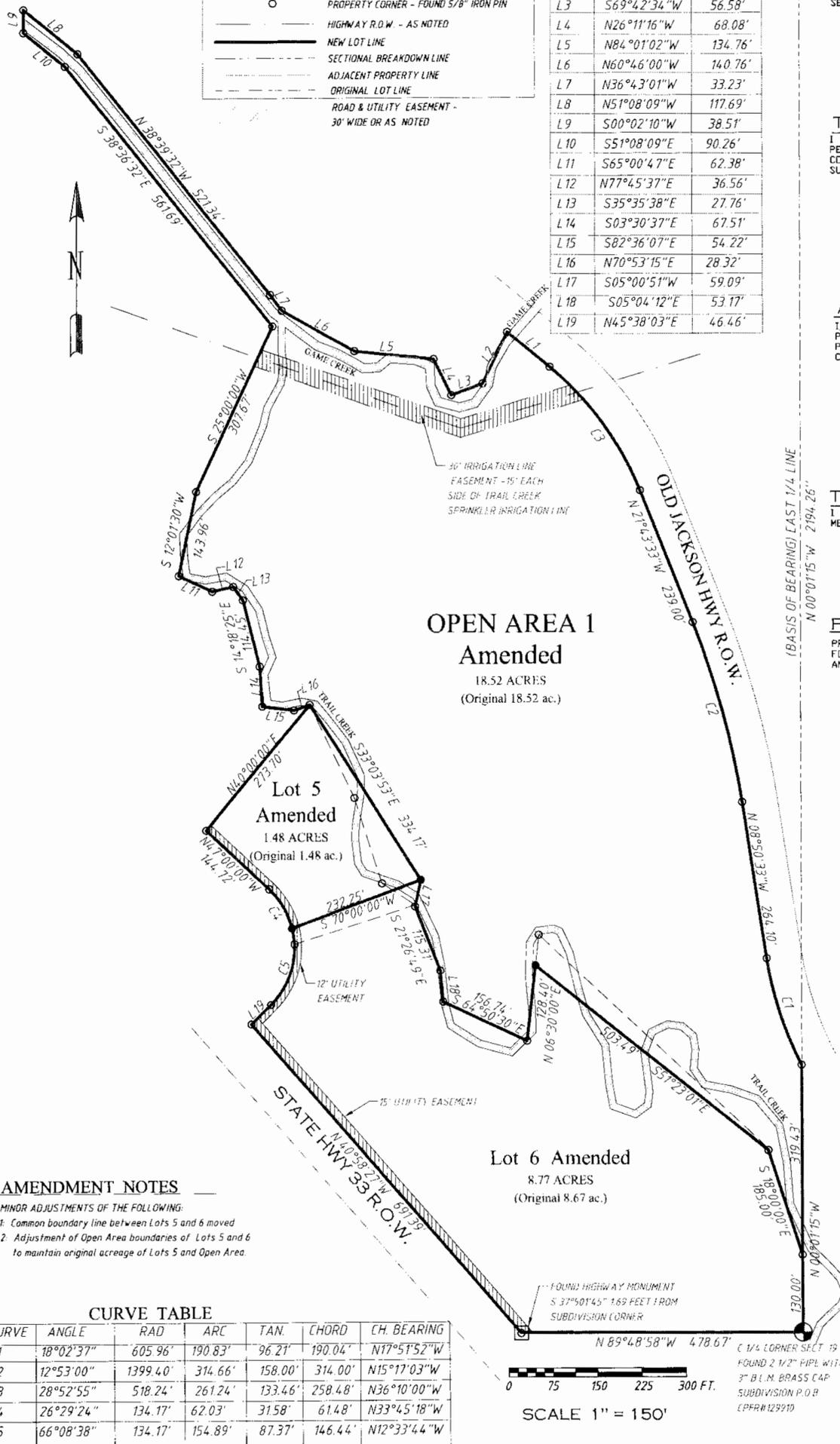
126108

**LEGEND**

- SECTION CORNER - FOUND OR SET AS NOTED
- PROPERTY CORNER - SET 5/8" IRON PIN
- PROPERTY CORNER - FOUND 5/8" IRON PIN
- HIGHWAY R.O.W. - AS NOTED
- NEW LOT LINE
- - - SECTIONAL BREAKDOWN LINE
- - - ADJACENT PROPERTY LINE
- - - ORIGINAL LOT LINE
- - - ROAD & UTILITY EASEMENT - 30' WIDE OR AS NOTED

**LINE DATA CHART**

LINE	BEARING	DISTANCE
L1	N50°36'28"W	93.04'
L2	S25°37'22"W	96.20'
L3	S69°42'34"W	56.58'
L4	N26°11'16"W	68.08'
L5	N84°01'02"W	134.76'
L6	N60°46'00"W	140.76'
L7	N36°43'01"W	33.23'
L8	N51°08'09"W	117.69'
L9	S00°02'10"W	38.51'
L10	S51°08'09"E	90.26'
L11	S65°00'47"E	62.38'
L12	N77°45'37"E	36.56'
L13	S35°35'38"E	27.76'
L14	S03°30'37"E	67.51'
L15	S02°36'07"E	54.22'
L16	N70°53'15"E	28.32'
L17	S05°00'51"W	59.09'
L18	S05°04'12"E	53.17'
L19	N45°38'03"E	46.46'



**OPEN AREA 1**  
Amended  
18.52 ACRES  
(Original 18.52 ac.)

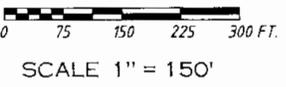
**Lot 5**  
Amended  
1.48 ACRES  
(Original 1.48 ac.)

**Lot 6**  
Amended  
8.77 ACRES  
(Original 8.67 ac.)

**AMENDMENT NOTES**  
MINOR ADJUSTMENTS OF THE FOLLOWING:  
1. Common boundary line between Lots 5 and 6 moved  
2. Adjustment of Open Area boundaries of Lots 5 and 6 to maintain original acreage of Lots 5 and Open Area.

**CURVE TABLE**

CURVE	ANGLE	RAD	ARC	TAN	CHORD	CH. BEARING
C1	18°02'37"	605.96'	190.83'	96.21'	190.04'	N17°51'52"W
C2	12°53'00"	1399.40'	314.66'	158.00'	314.00'	N15°17'03"W
C3	28°52'55"	518.24'	261.24'	133.46'	258.48'	N36°10'00"W
C4	26°29'24"	134.17'	62.03'	31.58'	61.48'	N33°45'18"W
C5	66°08'38"	134.17'	154.89'	87.37'	146.44'	N12°33'44"W



**EAST IDAHO HEALTH DEPARTMENT CERTIFICATE**  
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SEC. 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

**TREASURER'S CERTIFICATE**  
I, THE UNDERSIGNED TETON COUNTY, IDAHO TREASURER HAVE REVIEWED THIS PLAT PER REQUIREMENTS OF IDAHO CODE 50-1308, AND DO HEREBY CERTIFY THAT ALL COUNTY TAXES FOR THE PROPERTY SHOWN & DESCRIBED ON THIS AMENDED SUBDIVISION PLAT ARE CURRENT.  
LOT 5-RP002130000050 LOT 6-RP002130000060

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

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

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

**OWNERS' CERTIFICATE**  
WE, THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LANDS SHOWN & DESCRIBED HEREON, CERTIFY THAT THE FOREGOING AMENDED SUBDIVISION PLAT AS SHOWN HEREON IS WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

ARNOLD WOOLSTENHULME \_\_\_\_\_ 2016  
SHARON WOOLSTENHULME \_\_\_\_\_ 2016

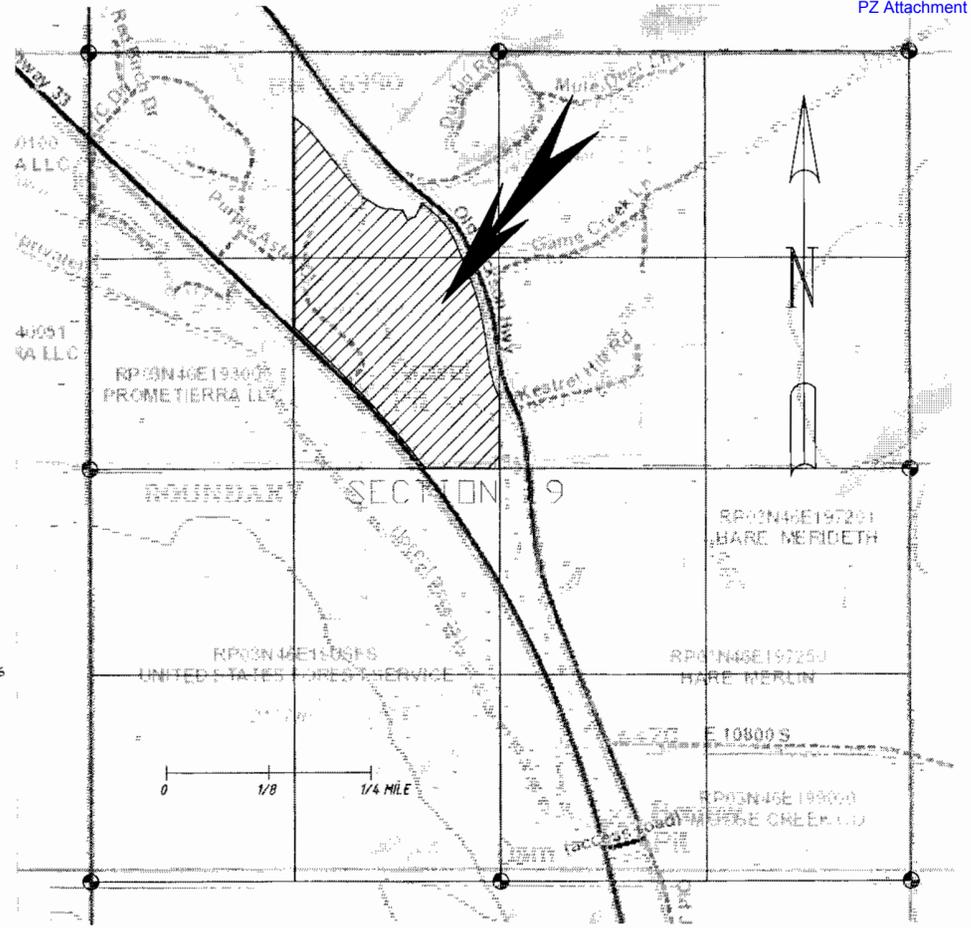
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ON THIS DAY \_\_\_\_ 0\_\_\_\_, 2016, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE SHOWN ABOVE, PERSONALLY APPEARED ARNOLD AND SHARON WOOLSTENHULME, IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.  
NOTARY PUBLIC: \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_

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

\_\_\_\_\_, 2016  
TETON COUNTY PLAT REVIEW SURVEYOR

**SURVEYOR'S CERTIFICATE**  
I, ARNOLD WOOLSTENHULME BEING A LICENSED LAND SURVEYOR/ENGINEER IN THE STATE OF IDAHO #2860, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THESE PARCELS OF LAND AS HERON PLATTED AND DESCRIBED.

\_\_\_\_\_, 2016  
ARNOLD WOOLSTENHULME SURVEYOR



SEC. 19, TWP. 3 N., RNG. 46 E., B.M., TETON CO. IDAHO  
VICINITY MAP

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

\_\_\_\_\_, 2016  
CHAIRMAN TETON COUNTY COMMISSIONERS

**RECORDER'S CERTIFICATE**

5-6-16 JB/RR  
1 0  
5-23-2016

**AMENDED FINAL PLAT # 2**  
COLTER PARK PLANNED UNIT DEVELOPMENT  
ORIGINAL PLAT INST # 131501, FILED 9-9-1998  
PART OF THE EAST 1/2 NW 1/4 OF SECTION 19, TWP. 3 N., RNG. 46 E., B.M. TETON COUNTY, IDAHO

OWNER:  
ARNOLD WOOLSTENHULME  
P.O. BOX 139  
VICTOR, ID, 83455

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

DRAFTED: MAR 2016 SURVEY DATE: rev: 5-5-2016  
DRAFTED BY: RRN MARCH 2016 revised AWW review SW  
Proj # 2016-045 AMEND SUB



**A REQUEST FOR AN INSIGNIFICANT PLAT AMENDMENT APPROVAL**  
**BY:** Kurt Mitchell on behalf of Julie & Michael Stalnecker  
**FOR:** Teton Springs PUD, Lot 8, Blk 1  
**PREPARED FOR:** May 23, 2016 Board of County Commissioners Public Meeting

**Background:** The Stalneckers own Lot 8, Block 1 of Teton Springs, also known as part of the Ranch Estate Lots. This portion of Teton Springs was platted with Building Envelopes shown on the recorded plat. The applicant wishes to move the building envelope north, so their home will not sit on the lowest portion of the lot. The dimensions of the building envelope and lot will remain the same. The applicant has already received approval from the Teton Springs Design Review Committee for the relocation of the building envelope.



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

- i. vacations of portions of a plat, except where platted open space acreage would be reduced in acreage or the value of the protected resource may be diminished.
- ii. minor amendments to the recorded Master Plan,
- iii. lot line adjustments between lots within a subdivision,
- iv. lot consolidations of two or more platted lots into fewer lots,
- v. the re-arrangement or relocation of five (5) or fewer lots, parcels or buildings that does not encroach further into natural resource areas or Overlay Areas as defined in Title 8 or Title 9 or move closer to neighboring property;
- vi. a minor boundary adjustment between a lot in a platted subdivision and an adjacent non-platted property,
- vii. minor changes to the layout of roads, utilities or other facilities;
- viii. other changes of similar magnitude and minimal direct impact.

**§9-7-1 (B-4a) Insignificant Changes.** Upon determining the application complete, and that the proposal is an insignificant change or vacation, the Planning Administrator shall recommend to the Board of County Commissioners approval, approval with conditions, or denial of the application pursuant to the criteria and standards in the county regulations. The Board may review insignificant changes at a regularly scheduled public meeting.

**Criteria for Approval §9-7-1 (B-3b):**

a. **Insignificant Changes.**

- i. Any proposed changes to an easement, public right-of way, or Planned Unit Development, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.

Staff Comments:

*There is no proposed change to any easement or Right of Way. Currently we do not require building envelopes to be part of the recorded plat. Therefore, the rotation of a building site would meet all county standards. The applicant has stated they already received Teton Springs Design Review approval for the change.*

- ii. Insignificant changes to a recorded plat or master plan shall not reduce the area of designated open space or increase the number of lots or the overall amount of area of development.

Staff Comments:

*The proposed change will not create additional lots, increase the overall amount of area for the development, or reduce the open space.*

- iii. Insignificant changes to a recorded plat, master plan, easement, or right-of-way shall not increase or create new and potentially substantial direct or indirect impacts on the neighborhood, vicinity of the subdivision or overall community.

Staff Comments:

*The impact will not change with the rotation of the building site. The Design Review Committee has approved the location and the building plans, part of which required the applicant to abide by height guidelines.*

**Board Action/Decision:**

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

- 1) Continue the application
- 2) Approve the application
- 3) Approve with conditions
- 4) Deny the application

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

**Findings of Fact:**

- Kurt Mitchell, on behalf of Julie & Michael Stalnecker, submitted an application on May 18, 2016 to amend the Teton Springs Planned Unit Development Final Plat (Inst. #141372)
- The application is to relocate the building envelope on Lot 8, Block 1 to the north.
- Insignificant plat amendments are used for minor changes to the layout of building envelopes.

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

Prepared by Kristin Rader, Interim Planning Administrator on 5-18-2016

---

**Attachments:**

1. Application (9 pages)



NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

**SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION**

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

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

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

Owner: Julie Stalnecker and Michael Stalnecker

Applicant: Kurt Mitchell E-mail: kurt@buildwiththegrain.com

Phone: ( 303 ) 588-5760 Mailing Address: 4245 Leigh Ln.

City: Alta State: WY Zip Code: 83414

Engineering Firm: AW Engineering Contact Person: Arnold Phone: ( 208 ) 787-2952

Address: PO Box 139, Victor, ID 83455 E-mail: aweng@ida.net

Location and Zoning District:

Address: 33 Targhee Trail Parcel Number: RP002200010080

Section: 24 Township: 3N Range: 45E Total Acreage: 3.01

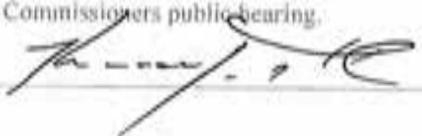
Proposed Units/ Lots: 0 - moving building envelope Current Units/Lots: 1

Code Approved Under: \_\_\_\_\_

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

*Fees are non-refundable.*

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

\* Applicant Signature:  Date: 5-18-16

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

\* Owner Signature:  Date: 5-18-2016

## SECTION II: ADMINISTRATOR DETERMINATION

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

- ( ) Insignificant: The application will be reviewed administratively and approved, approved with conditions or denied. The plat or recorded documents for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.
- ( ) Substantial Changes – Increase Scale, Impact: The application will be reviewed under any applicable current ordinances and a staff report prepared and sent to the Planning and Zoning Commission for preliminary review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement and may or may not require additional studies or application materials. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.
- ( ) Substantial Changes – Decrease Scale, Impact: The application will be reviewed under the code of original approval and a staff report prepared and sent to the Planning and Zoning Commission for concept review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement. No additional studies or application fees will be required. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

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

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



NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

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

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Julie Stalneckor and Michael Stalneckor

Applicant: Kurt Mitchell E-mail: kurt@buildwiththegrain.com

Phone: ( 303 ) 588-5760 Mailing Address: 4245 Leigh Ln.

City: Alta State: WY Zip Code: 83414

Engineering Firm: AW Engineering Contact Person: Arnold Phone: ( 208 ) 787-2952

Address: PO Box 139, Victor, ID 83455 E-mail: aweng@ida.net

Location and Zoning District:

Address: 33 Targhee Trail Parcel Number: RP002200010080

Section: 24 Township: 3N Range: 45E Total Acreage: 3.01

Proposed Units: Lots: 0 - moving building envelope Current Units/Lots: 1

1142

**WITH THE GRAIN**  
CUSTOM-CRAFTED-BUILDING  
4245 LEIGH LANE  
ALTA, WY 83414  
(307) 576-5760

**usbank.**  
92-372/1231

5.18.16

PAY TO THE ORDER OF TETON COUNTY \$ 395<sup>00</sup>

THREE HUNDRED NINETY FIVE & NO/100 DOLLARS

AUTHORIZED SIGNATURE

Special features: Details on back

Instrument # 225455  
TETON COUNTY, IDAHO  
12-14-2012 11:59:00 No. of Pages: 3  
Recorded for: TETON COUNTY TITLE  
MARY LOU HANSEN Fee: 14.00  
Ex-Officio Recorder Deputy  
Index to: DEED, WARRANTY



File Number: 60233

RECORDING REQUESTED BY:  
Teton County Title

AND WHEN RECORDED MAIL TO:  
Teton County Title  
65 S. Main Street  
Driggs, Id 83422

---

## WARRANTY DEED

FOR VALUE RECEIVED

**Robert T. Edwards and Marion G. Edwards, trustees of the Edwards Family Trust dated February 27, 2002**

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

**Julie Stalnecker and Michael Stalnecker, wife and husband as community property with right of survivorship**

the grantee, whose mailing address is 48 West 65th Street, Indianapolis, IN 46260

the following described premises, to wit:

**Lot 8, Block 1, Teton Springs Golf and Casting Club Phase 1, Teton County, Idaho as the same appears on the official plat thereof, recorded February 13, 2001, as Instrument No. 141372, records of Teton County, Idaho.**

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

**SUBJECT TO:** Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: December 7, 2012

Edwards Family Trust dated February 27, 2002

*Robert T. Edwards*

Robert T. Edwards, Trustee

*Marion G. Edwards*

Marion G. Edwards, Trustee

STATE OF California )  
 ) ss.  
COUNTY OF )

On this 10th day of December, 2012, before me, the undersigned, a Notary Public, in and for said State, personally appeared Robert T. Edwards and Marion G. Edwards known to me, and/or identified to me on the basis of satisfactory evidence, to be the Trustee's of Edwards Family Trust dated February 27, 2002 the Trust that executed the within instrument and acknowledged to me that they executed the same on behalf of said Trust.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public  
Resides at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

*see attached*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

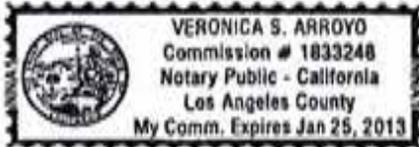
CIVIL CODE § 1189

State of California

County of Los Angeles

On Dec. 12, 2012 before me, Veronica S. Arroyo, Notary Public

personally appeared Robert T. Edwards and Marion G. Edwards



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Veronica S. Arroyo

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Individual

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:



Signer's Name:

Corporate Officer - Title(s):

Individual

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:



**Kristin Rader**

---

**From:** jupest@comcast.net  
**Sent:** Wednesday, May 18, 2016 9:26 AM  
**To:** Kristin Rader  
**Cc:** Kurt Mitchell  
**Subject:** Re: Plat Amendment Application  
**Attachments:** Plat Amendment 5.18.2016.pdf

Ms Rader: Attached is the signed Plat Amendment. The relocation was approved by Teton Springs Design Review Committee. When we moved the building site north we agreed to abide by the height guidelines of the HOA. Our design and materials have been approved by the Design Review Committee.

Thank you for your prompt attention.

Sincerely,  
Julie Stalnecker

---

**From:** "Kristin Rader" <krader@co.teton.id.us>  
**To:** "Kurt Mitchell" <kurt@buildwiththegrain.com>, jupest@comcast.net  
**Sent:** Wednesday, May 18, 2016 11:09:42 AM  
**Subject:** Plat Amendment Application

Hi Kurt and Julie,

Julie, I believe Kurt just filled you in on what's going on. I have attached a copy of the plat amendment application. I filled in the parcel information, so please verify that everything is correct. I converted this to a fillable PDF, so you can provide an electronic signature. Julie, I just need you to sign it on the second page to allow Kurt to be your applicant. I can print this off, and Kurt, you can sign it when you get here.

Please let me know if you have any questions.

Thanks,  
**Kristin Rader, CFM**  
Planner  
Teton County, Idaho  
150 Courthouse Drive #107  
Driggs, Idaho 83422  
Ph. (208) 354-2593 ext. 200  
Fax (208) 354-8410  
krader@co.teton.id.us



TETONVALLEYCODE.ORG



**Planning & Building Dept. Summer Hours**  
**Monday – Friday | 8:00 AM – 5:00 PM**



C/O Grand Teton Property Management  
PO Box 2282  
Jackson, WY 83001  
307-733-0205/ 307-733-9033 fax

May 18, 2015

Michael & Julie Stalnecker  
46 W 65th Street  
Indianapolis, IN 46260

Dear Mr. & Mrs. Stalnecker,

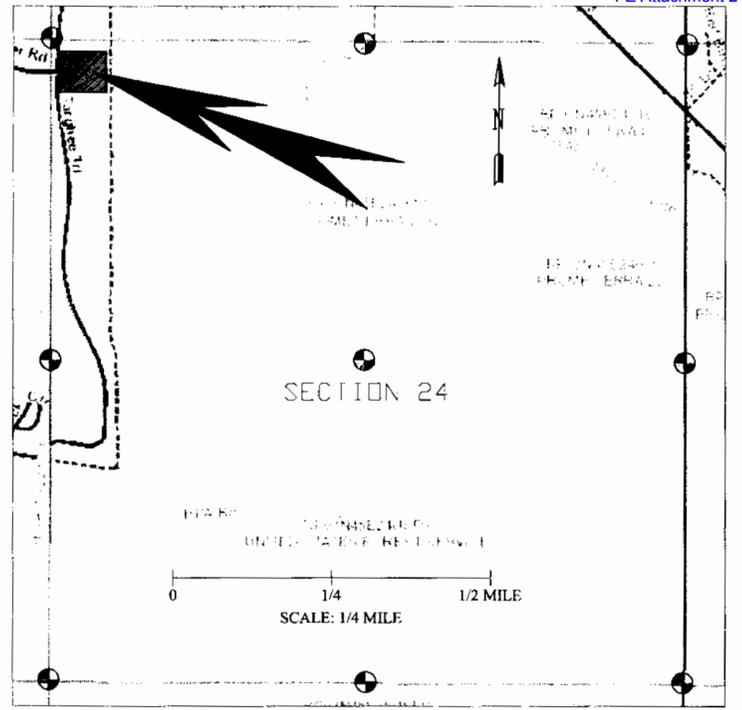
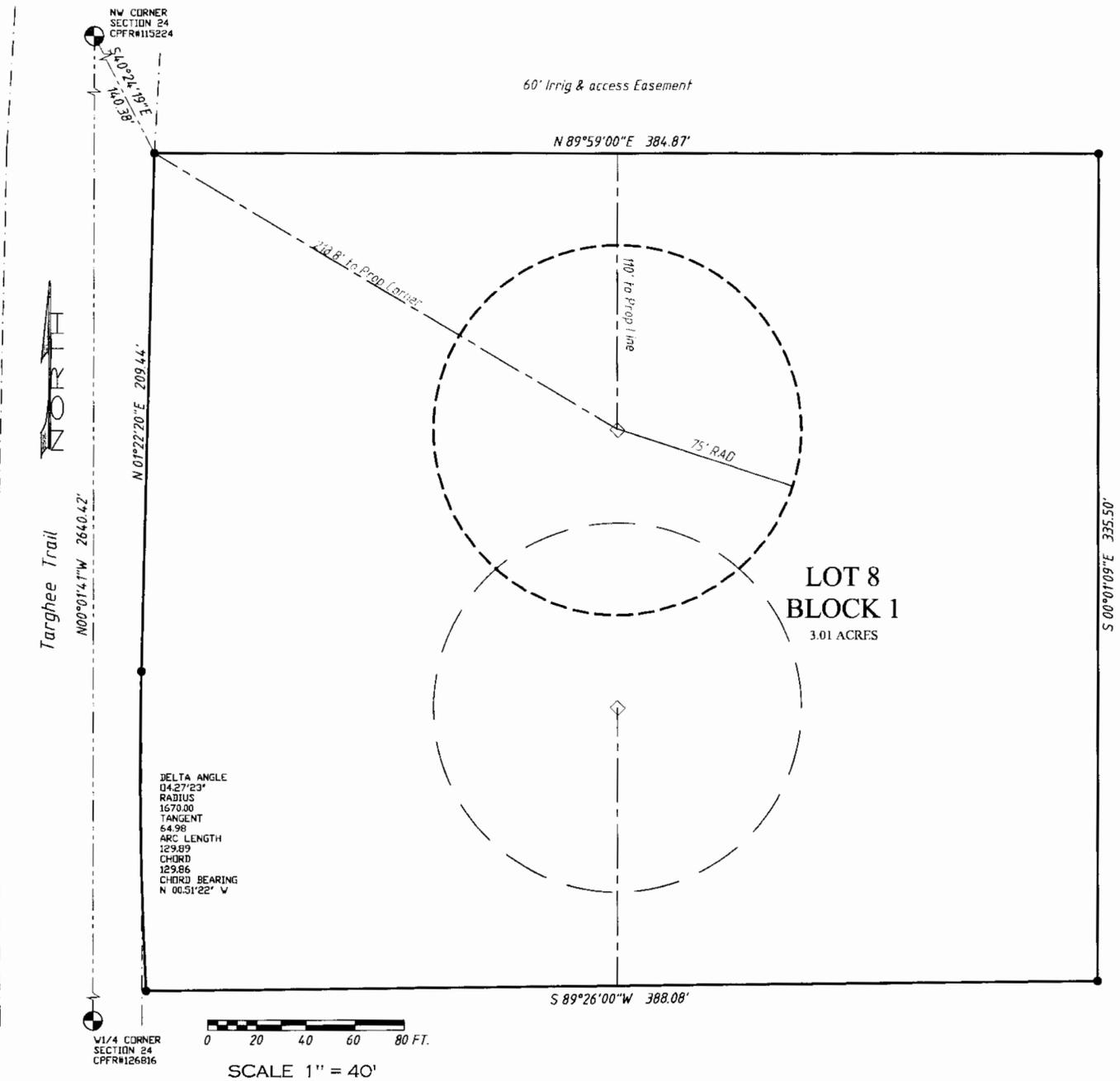
The DRC would like to thank you for your preliminary submission to the Design Review Committee of Teton Springs. Your plans were reviewed at the last meeting. The committee thought the concept and initial submission was very nice and they appreciated being able to speak with Kurt Mitchell to answer a few of their questions. The relocation of your building envelope has been approved as has your preliminary plans.

Moving forward into the final approval process, the committee would ask that attention is paid to the design guidelines to insure that your home is in full compliance. Of special note would be your roof pitch, garage doors and recessed windows. These concerns were discussed with Kurt as well. At your final submission, please submit full-sized plans, detailed drawings, and physical samples of your exterior finishes and materials as well as the review fees as defined in the design guidelines.

We look forward to seeing your final plans at a future meeting. If you have any questions, please contact Grand Teton Property Management.

Sincerely,

The Design Review Committee of Teton Springs



SEC. 24, TWP. 3 N., RNG. 45 E., B.M., TETON CO. IDAHO VICINITY MAP

**EAST IDAHO HEALTH DEPARTMENT STATEMENT**  
 SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SEC. 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

\_\_\_\_\_  
 DISTRICT HEALTH DEPARTMENT, EHS  
 2016

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

\_\_\_\_\_  
 TETON COUNTY FIRE MARSHAL  
 2016

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

\_\_\_\_\_  
 CHAIRMAN TETON COUNTY COMMISSIONERS  
 2016

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

\_\_\_\_\_  
 ADMINISTRATOR, PLANNING AND ZONING  
 2016

**RECORDER'S CERTIFICATE**

Received on: 5-18-2016 By: KMK

Draft # 1 Supersedes previous? (Y) N

Submitted to (BoCd) or PZC Hearing

Hearing Date: 5-23-2016

**AMENDED SUBDIVISION PLAT**  
 BUILDING ENVELOPE ADJUSTED  
 TETON SPRINGS MASTER PLAN PLAT  
 PHASE 1, GOLF AND CASTING CLUB. INST# 141372

LOT 8, BLOCK 1, TETON SPRINGS GOLF AND CASTING CLUB, PHASE 1,  
 SECTION 24, TWP. 3 N., RNG. 45 E., B.M., TETON COUNTY, IDAHO

CLIENT:  
 KURT MITCHELL  
 4245 LEIGH LANE  
 ALTA, WY 83414



DRAFTED: MAY 2016 SURVEY DATE: 07/08/2014 REV. DATE: PROJ #2016-079 AMEND SUB SURVEY#2014-079

**OWNERS' CERTIFICATE**  
 WE, THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LANDS SHOWN & DESCRIBED HEREIN, CERTIFY THAT THE FOREGOING AMENDED SUBDIVISION OF "TETON SPRINGS" AS SHOWN HEREON IS WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES THAT THE BUILDING ENVELOPE OF LOT 8, BLOCK 1 OF TETON SPRINGS, PHASE 1, BE ADJUSTED AS PLATTED HEREIN.

\_\_\_\_\_  
 JULIE STALNECKER  
 2016

\_\_\_\_\_  
 MICHAEL STALNECKER  
 2016

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

ON THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 2016, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE SHOWN ABOVE, PERSONALLY APPEARED JULIE AND MICHAEL STALNECKER, IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC \_\_\_\_\_  
 RESIDING AT \_\_\_\_\_  
 COMMISSION EXPIRES \_\_\_\_\_

**TREASURER'S CERTIFICATE**  
 I, THE UNDERSIGNED TETON COUNTY, IDAHO TREASURER HAVE REVIEWED THIS PLAT PER REQUIREMENTS OF IDAHO CODE 50-1308, AND DO HEREBY CERTIFY THAT ALL COUNTY TAXES FOR THE PROPERTY SHOWN AND DESCRIBED ON THIS AMENDED SUBDIVISION PLAT ARE CURRENT. BLOCK 1-LOT 8, RP0022000100800

\_\_\_\_\_  
 TETON COUNTY TREASURER  
 2016

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

\_\_\_\_\_  
 TETON COUNTY ASSESSOR  
 2016

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

\_\_\_\_\_  
 TETON COUNTY PLAT REVIEW SURVEYOR  
 2016

**LEGEND**

	SECTION CORNER - FOUND OR SET AS NOTED
	PROPERTY CORNER - FOUND 5/8" IRON PIN
	CALCULATED POINT
	PROPERTY BOUNDARY
	SECTIONAL BREAKDOWN LINE
	NEW BUILDING ENVELOPE
	ORIGINAL BUILDING ENVELOPE
	ROAD EASEMENT
	SET BACKS- 30' FRONT, 20' REAR, 10' SIDES

**SURVEYOR'S CERTIFICATE**  
 I, ARNOLD WOOLSTENHULME BEING A LICENSED LAND SURVEYOR/ENGINEER IN THE STATE OF IDAHO #2860, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THESE PARCELS OF LAND AS HEREON PLATTED AND DESCRIBED.

\_\_\_\_\_  
 ARNOLD WOOLSTENHULME SURVEYOR  
 2016

## AGREEMENT FOR SERVICES

This AGREEMENT is between Teton County (County) and Harmony Design, Inc. dba Harmony Design and Engineering (Consultant) for: Services for Nutrient-Pathogen Evaluation Review; Floodplain Management technical support and; Professional Engineering support as needed and as outlined herein.

### 1. General Terms

This Agreement has been prepared based on the available information provided to the County. The Scope of Services is based on this information. Services not specifically set forth in the Scope of Services are hereby specifically excluded from this Agreement and will only be provided upon written mutual agreement by the parties to this Agreement. The contract term for this Agreement shall be two (2) years, beginning on June 1, 2016. Unless written notice of a desire to terminate this agreement is given by either party at least sixty (60) days prior to the termination date as provided here, this agreement shall be extended on the same terms and conditions herein provided, for an additional period of two (2) years. A new contract must be executed every four (4) years.

### 2. Scope of Services

#### A. Nutrient-Pathogen Evaluation:

NP evaluations are often time sensitive, as are meetings of the Planning & Zoning Commission and the Board of County Commissioners. Therefore, Consultant must participate and respond to each step in the evaluation process in a timely manner. This contract includes the processes and procedures presented below.

The primary duty of the Consultant is to work with the County, DEQ, and the Applicant to ensure that the NP Evaluation is accurate and reflective of site characteristics.

Specific tasks of the Consultant:

- To provide the DEQ with assurance of accurate site description, data collection, and analysis techniques;
- To conduct site visits;
- To assess site characteristics and available site information;
- To ensure that the NP Evaluation is based upon specific site conditions;
- To review data collection efforts and sampling techniques (before and after implementation) to ensure site conditions are appropriately reflected by collected information;
- To outline the elements and objectives of the NP Evaluation with the Applicant;
- To develop and maintain a database of usable NP and water quality data from past and current individual NP Evaluations, including input and model output data, and other related sources. The database shall remain the property of Teton County after the Contract has expired or terminated;
- To represent Teton County at meetings between the DEQ and the Applicant throughout the NP Evaluation process;
- To thoroughly document all NP Applicant-related meetings and discussions that outline elements and objectives of the NP Evaluation;
- To review and comment on the analysis methodologies, results, and conclusions in the completed NP Evaluation report;
- To provide a written report or statement to the County based on DEQ's final recommendations. The written report or statement shall be provided to the Planning Administrator no later than ten (10) calendar days following the technical representative's receipt of DEQ's recommendations. The report or statement should include Eastern Idaho Public Health District's (EIPHD's) conditions as stated in their letter of approval, if received in time, and;
- To attend Planning and Zoning Commission and Board of County Commissioners meetings to answer questions or verbally present information, when requested by the Planning Administrator.

#### B. Floodplain Management technical support

The primary duty of the consultant is to provide Technical Review and Recommendations related to the administration of the National Flood Insurance Program (NFIP). Duties and responsibilities of Consultant shall include the following on an as needed basis:

1. Review technical data associated with floodplain development permits for structures within floodplains and inspect development to determine compliance with Teton County Code and NFIP requirements.
2. Review technical data associated with subdivision development applications to determine compliance with Teton County Code and NFIP requirements.
3. Provide technical guidance on the various mitigation methods available for citizens of the community including: acquisition and relocation; elevation; demolish and rebuild; flood-proofing; and retrofitting.

C. Professional Engineer Support The primary Role of the Consultant is to provide Professional Engineering support to Teton County on an as needed basis.

1. Provide general civil support including advising Teton County on detailed engineering situations.
2. Review technical data associated with development applications including plats, improvement plans, and permits.
3. Advise Teton County staff of engineering and technical requisites, rules, and regulations and other technical procedures, including but not limited to roads, water, sewer, refuse, and building projects when needed

### **3. Invoicing**

The fee for the scope of services will be on a TIME AND MATERIALS basis at the rates on the attached standard fee schedule. Each invoice will represent services completed during the prior month unless otherwise noted on the invoice. All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 30 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Payments shall be first applied to late charges and then to the principal unpaid amount. If the invoice, including late charges due, is not paid in full within 60 days of the invoice date, Consultant may cease all services on the project and may commence the exercising of its legal remedies. These include, but are not limited to, mechanics' lien rights under applicable law.

The County shall notify Consultant, in writing within 21 calendar days of the date of the invoice if the County objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Invoices not contested within 21 calendar days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time. This Agreement shall authorize Consultant to collect any fees and expenses incurred, including reasonable attorney's fees as well as any time billed by Consultant, at our current standard fee schedule, related to the collection of any amounts due from the County.

Payment under this agreement is not contingent upon: 1) the County being reimbursed by any third party; 2) upon the County obtaining financing; or 3) completion of the overall project.

### **4. Change Orders**

Should changes to the Scope of Services be initiated by the County or necessitated by others beyond the control of Consultant., subsequent to the date of the execution of this Agreement, it is agreed that the Scope of shall be modified to reflect these changes as mutually agreed upon by the parties to this Agreement.

### **5. Information Provided by Others**

All data and information provided to Consultant through the County will be assumed to be complete and accurate unless otherwise informed by the County. Consultant will endeavor to identify obvious errors and bring them to the attention of the County; however, Consultant cannot be responsible for the work of others unless the County has authorized an independent analysis of the data and information provided.

### **6. Ownership of Documents**

County acknowledges that Consultant's Drawings, Plans, Specifications, Reports and similar documents are instruments of professional service, not products. Although ownership of instruments of professional service ordinarily is retained by the Consultant, Consultant shall in this instance transfer ownership to County within two months subsequent to County's payment of all fees and expenses arising from Consultant's fulfillment of this Agreement. County agrees that no instrument of professional service shall be reused by any party and County

hereby gives consideration to Consultant for relinquishing ownership of instruments of service by agreeing, to the fullest extent permitted by law, to waive any claim against Consultant, and to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from any party's unauthorized reuse of Consultant's instruments of professional service.

#### **7. Opinions of Probable Construction Costs**

It is understood that Consultant has no control over costs of materials, the price of labor and equipment or the contractor's method of pricing. Therefore, if requested by the County, Consultant will provide opinions of probable construction costs based on our experience and other available cost estimates of similar projects. Consultant makes no warranties, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **8. Conflicts of Interest**

This Agreement does not preclude Harmony from providing Nutrient-Pathogen Evaluation Review, Floodplain Management technical support and Professional Engineering support for other developers in Teton County nor does it preclude Teton County from using the services of other consultant/consulting firms, this is not an exclusive contract. However, in the event that Harmony is closely associated with a floodplain development project, Nutrient-Pathogen evaluation/review, or engineering project, Harmony will notify the County of the conflict of interest, and the County will alternatively provide the review, utilize another consultant, or provide express written permission for Harmony to proceed with the project review.

#### **9. Third-Party Exclusion**

The Agreement shall not create any rights or benefits to parties other than County and Consultant, except such other rights as may be specifically called for herein.

#### **10. Engineers Certificate of Merit**

The County shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the County has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as the Harmony Design Engineer and licensed in the applicable state. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

#### **11. Limitation of Liability**

The County agrees that any claim filed against Consultant by County, will be filed solely against Consultant or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.

#### **12. Conflict Resolution**

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement or implementation of this Agreement or provision of the services indicated herein shall first be attempted to be resolved through non-binding mediation. The parties further agree that the project Owner will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, and all suppliers whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure. If a party does not agree to mediation, that party shall hereby forfeit the collection of any attorney fees arising from any subsequent legal actions.

#### **13. Termination**

This agreement may be terminated by either party upon sixty (60) days written notice should the other party fail to substantially perform this agreement through no fault of the party initiating the termination.

#### **14. Severability**

The County and Consultant have entered into this Agreement to communicate mutual understandings and responsibilities to one another. Any provision of the Agreement that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. County and Consultant shall endeavor to quickly replace a

voided provision with a valid substitute that expresses the intent of or at least addresses the issues covered by the original provision.

**IN WITNESS WHEREOF**, this agreement, including all exhibits and attachments, has been fully executed on behalf of the Consultant by its duly authorized officers, and the County has caused the same to be executed in its name and in its behalf by its duly authorized officers as of the date indicated below.

**Teton County, Idaho**

**Harmony Design & Engineering**

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

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

Printed name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Mailing Address:  
150 Courthouse Dr. #107  
Driggs, ID 83422  
208-354-2593

Mailing Address:  
18 N. Main Street, Ste 305  
Driggs, ID 83422  
205-354-1331

# HARMONY DESIGN & ENGINEERING

## SCHEDULE OF RATES

### PROFESSIONAL SERVICES

Expert Witness	\$250 /hr
Professional Engineering	\$125 /hr
Professional Landscape Architecture	\$125 /hr
Project Management	\$100 /hr
Engineering Design	\$90 /hr
Landscape Design & Planning	\$90 /hr
CAD Drafting	\$60 /hr
Clerical / Travel Time	\$45 /hr

### DIRECT EXPENSES

Mileage	\$0.65 /mile
B&W Copies (8 1/2" X 11")	\$0.15 /copy
Color Copies (8 1/2" X 11")	\$0.90 /copy
B&W Prints (24" X 36")	\$4.00 /sheet
Color Prints (24" X 36")	\$6.00 /sheet
B&W Mylar Sepia (24" X 36")	\$12.00 /sheet
CD for electronic files	\$2.50 /each

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, and travel costs are charged as listed above or at cost plus ten percent.

*These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.  
Rates are subject to change.*

*Effective March 15, 2012*

TETON COUNTY – CITY OF VICTOR INTERAGENCY AGREEMENT  
FOR PROVISION OF NOXIOUS WEED AND TURF WEED TREATMENT BY TETON COUNTY WEEDS  
DEPARTMENT

This AGREEMENT FOR PROVISION OF NOXIOUS WEED AND TURF WEED TREATMENT (the "Agreement") is made and entered into this 16 day of May, 2016 by and between the **City of Victor, Idaho**, a municipal corporation (hereinafter referred to as "City"), and "**Teton County, Idaho**, a political subdivision of the State of Idaho (hereinafter referred to as "County").

WITNESSETH:

**WHEREAS**, the City requires noxious and turf weed treatment in its parks.

**WHEREAS**, Teton County employs a professionally licensed herbicide applicator who is responsible for ensuring noxious weeds are treated in Teton County.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by this reference, the covenants and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Teton County Idaho Weeds Department will treat the City of Victor's parks and city roads as necessary to achieve Idaho State specified levels of control or better; and satisfactory control of turf weeds.
2. Specific control action (timing, chemical used, etc.) will be determined by Teton County Weeds Department and will be consistent with Integrated Pest Management techniques and all applicable laws.
3. Teton County will invoice the City of Victor \$55 per acre for weed treatment in the 2016 season. Terms will be renegotiated for future seasons, and no contract for such is implied or guaranteed with this agreement.
4. The City of Victor will pay Teton County the invoiced amount within 30 days of receiving the invoice.
5. The parties agree that the relationship created by this Agreement is solely that of a County and City. Nothing in this agreement shall create the County or City as an agent, employer, employee, legal representative, partner or subsidiary of the other.
6. The Agreement may only be modified in writing and shall be executed by all parties hereto.
7. The failure of any party to insist upon the strict performance of any term of this Agreement shall not be considered a waiver of any term of this Agreement. All terms of this Agreement shall remain in full force and effect.
8. This agreement shall be construed and enforced pursuant to the laws of the State of Idaho.
9. If any party shall bring suit against another party to enforce this Agreement, the Prevailing party shall be entitled to reasonable attorney fees and costs.
10. If any term of this Agreement is declared invalid, illegal, or unenforceable, the remainder of this Agreement shall remain operative and binding.
11. This Agreement shall be signed in duplicate originals. Each party shall receive one original of this Agreement.

12. This Agreement may be terminated by either party upon the giving of 30 days prior written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF VICTOR, IDAHO

  
\_\_\_\_\_  
By: Mayor  
City of Victor  
PO Box 122  
32 Elm Street  
Victor, ID 83455

Attest:

  
\_\_\_\_\_  
By: City Clerk

TETON COUNTY, IDAHO

\_\_\_\_\_  
By: Bill Leake, Chairman  
Board of County Commissioners  
150 Courthouse Drive  
Driggs, ID 83422

Attest:

\_\_\_\_\_  
By: County Clerk

**ACE: Curriculum:** Civil Engineering or Emergency Management

### **E0282 Advanced Floodplain Management Concepts II**

This advanced floodplain management course is a dynamic and interactive instruction that covers the following four topics in detail:

- Placement of Manufactured Homes and Recreational Vehicles in the Floodplain (1 day).
- National Flood Insurance Program Flood Insurance Principles for the Floodplain Manager (1 day).
- Higher Standards in Floodplain Management (1 day).
- Hydrology and Hydraulics for the Floodplain Manager (1 day).

Each topic is designed to be discussed and reviewed in greater detail than the basic course. Developed and real-life scenarios will be examined and activities will be conducted in each section to make sure participants not only understand the rules and regulations but also why they are in place and how to apply them in the particular topic areas. This course is activity-rich and participants can expect to be engaged throughout the course.

**Course Objectives:** This course is designed to provide participants with the requisite knowledge to more effectively address issues concerning:

- Placement of manufactured homes and recreational vehicles in the floodplain;
- National Flood Insurance Program flood insurance principles for the floodplain manager;
- Higher standards in floodplain management; and
- Hydrology and hydraulics for the floodplain manager.

**Program Area(s):** Building Science; Floodplain Management; Multi-Hazard Mitigation Planning

**Delivery Location:** NETC; Resident Offsite, including CDP

**Selection Criteria:** Certified floodplain managers or community officials with 2 years of full-time floodplain management experience. Federal, state, local, and tribal officials will take precedence.

**Recommended Prerequisite:** Participants should have completed E0273, *Managing Floodplain Development Through the National Flood Insurance Program*.

**Course Length:** 4 days

**CEUs:** 2.4

**CECs:** 12 (CORE)

**ACE: Level:** Lower Division/Associate

**ACE: Credit Hours:** 2

**ACE: Curriculum:** Emergency Management or Homeland Security

### **E0283 Disaster Field Training Operations Orientation**

This course focuses on the knowledge and skills needed to serve as a Disaster Field Training Operations Training Specialist, Training FEMA Qualification System (FQS) Specialist, or Training Support Specialist.

**Course Objectives:**

- Identify FEMA incident management and support doctrine, legal authorities, and FEMA strategic mission and apply them to the Disaster Field Training Operations (DFTO) Cadre mission.
- Demonstrate understanding of the FQS in group activities.
- Explain the Presidential disaster declaration process and identify the FEMA disaster assistance programs and Emergency Support Functions that are important to disaster response.
- In a computer lab environment, demonstrate ability to use online tools and perform training unit-related tasks within the FEMA Employee Knowledge Center.
- Demonstrate understanding of the Training Specialist's role in supporting the Training Unit.

**Program Area(s):** FEMA Disaster Field Training Operations

**Delivery Location:** NETC

**Selection Criteria:** FEMA employees with position titles of Training Specialist, Training FQS Specialist, or Training Support Specialist.

**Course Length:** 4 days

**CEUs:** 3.2

### **E0284 Advanced Floodplain Management Concepts III**

This advanced floodplain management course is a dynamic and interactive instruction that covers the following five topics in detail:

- Floodway Standards (1 day)
- Disconnects between National Flood Insurance Program Regulations and Insurance (1 day)
- Common Noncompliance Issues (½ day)

- Digital Flood Insurance Rate Maps (DFIRMs) (½ day)
- Substantial Improvement/Substantial Damage (1 day)

Each topic is designed to be discussed and reviewed in greater detail than the basic course. Developed and real-life scenarios will be examined and activities will be conducted in each section to make sure participants not only understand the rules and regulations but also why they are in place and how to apply them in the particular topic areas. This course is activity-rich and participants can expect to be engaged throughout the course.

**Course Objectives:**

- Explain floodway concept and purpose.
- Identify regulatory requirements including higher standards.
- Describe methodologies to comply with no-rise certification requirements and map change options for floodway modifications.
- Identify basic rating elements including Lowest Floor Elevation and Base Flood Elevation (LFE/BFE).
- Identify compliance and rating elements for enclosures, A-Zones without BFEs, and floodproofing.
- Identify common floodplain management compliance issues.
- Describe effective messages, administration, and enforcement measures to gain compliance.
- Identify resources that the local floodplain manager (FPM) can use to resolve noncompliance issues.
- Describe floodplain mapping purpose, process, and coordination.
- Demonstrate how DFIRMs and backup data can be used.
- Describe map change processes, impact, and cost consequences.
- Explain Substantial Improvement and Substantial Damage (SI/SD) regulations, roles, and responsibilities under the NFIP.
- Describe how to administer SI/SD in participating communities.
- Identify resources for SI/SD and mitigation assistance.

**Program Area(s):** Building Science; Floodplain Management; Multi-Hazard Mitigation Planning; FEMA Mitigation

**Delivery Location:** NETC; Resident Offsite, including CDP

**Selection Criteria:** Certified floodplain managers or community officials with 2 years of full-time floodplain management experience. Federal, state, local, and tribal officials will take precedence.

**Recommended Prerequisite:** E0273, *Managing Floodplain Development Through the National Flood Insurance Program*

**Course Length:** 4 days

**CEUs:** 2.6

**CECs:** 12 (CORE)

**ACE: Level:** Lower Division/Associate

**ACE: Credit Hours:** 2

**ACE: Curriculum:** Emergency Management or Homeland Security

### **E0285 Providing Post-Disaster Substantial Damage Technical Assistance to Communities**

This course provides formal training for FEMA staff to learn how to provide Substantial Damage Technical Assistance to communities in a disaster operation. Within FEMA's disaster workforce, various Hazard Mitigation (HM) staff have different roles in providing this assistance to communities. The HM Field Operations Guide includes Task Lists and an Operating Procedure, which describes how FEMA staff provide Post-Disaster Substantial Damage Technical Assistance.

Substantial Damage regulations are important mechanisms of the National Flood Insurance Program designed to reduce flood risks. FEMA has taken substantial steps to improve the capability of communities to comply with Substantial Damage regulations, including the development of FEMA 758, Substantial Improvement/Substantial Damage Desk Reference; FEMA 784, Substantial Damage Estimator (SDE 2.0); the FEMA 784 CD, which includes the SDE 2.0 tool; training for how to use the SDE 2.0 tool; and the SDE 2.0 User's Manual and Field Workbook.

**Course Objectives:**

- Identify the Position Task Book (PTB) tasks for HM Floodplain Management Specialists related to Substantial Damage technical assistance.
- Differentiate among the post-disaster responsibilities of communities, states, and FEMA in ensuring that NFIP Substantial Damage requirements are implemented.

## FOOD SERVICE

- ▶ The NETC food service contractor is Guest Services and may be contacted at 301-447-1551. If needed, Guest Services' federal tax ID number is 53-0164700.
- ▶ If you stay on campus, you must purchase a meal ticket. **If you do not purchase a meal ticket, you will be asked to vacate your room on campus. You then will be responsible for your off-campus lodging costs, and your request for stipend reimbursement will be denied.**
- ▶ **Prices effective Aug. 5, 2012:** If you stay off campus, you must purchase a break ticket, currently \$6.00 per day. The cost for the meal ticket is \$25.04 per day — breakfast is \$5.81; lunch is \$7.96; and dinner is \$11.27. There is no tax on the meal ticket. The amounts for five-day, six-day and two-week courses are:
  - Five-day course: \$125.20 (Sunday evening arrival through Friday lunch).
  - Six-day course: \$167.32 (Saturday evening arrival through Saturday morning departure).
  - Two-week course: \$300.48 (Sunday evening arrival through second Friday lunch).
  - NFA consecutive six-day courses: \$342.60 (Saturday evening arrival through second Saturday morning departure).
  - For any other variation of course days, please contact Guest Services at 301-447-1551.
- ▶ **Meal ticket prices are subject to change and will be updated in this package as the changes are provided.**
- ▶ **Meal amounts for focus groups, conferences or any activity other than a resident course are not provided in this package. Please contact the food service contractor for your meal amount. You may call 301-447-1551 for exact meal ticket prices for conferences, symposiums, and any other special groups.**



continued on next page

- ▶ Meals other than those included in your meal ticket are to be paid for with cash.
- ▶ If you are attending back-to-back courses, your meal ticket includes the time between the courses.
- ▶ You may pay for your meals by one of the following payment methods:
  - Cash.
  - Traveler’s checks.
  - State or local government checks payable to the food service contractor, Guest Services.
  - Advanced payment by department check. **Please notify your department to include your name, course code and course date on the check** and send it to Guest Services, Building K, 16825 South Seton Ave., Emmitsburg, MD 21727. Guest Services’ federal tax ID number is 53-0164700.
  - Purchase order payable to the food service contractor, Guest Services.
  - Credit card (MasterCard or Visa) — minimum charge of \$6. Credit card payment is only accepted in person.
  - The food service contractor DOES NOT accept personal checks.
- ▶ If you will not be on campus for the first and last meal identified as part of your meal ticket, you must notify the food service contractor at least one week prior to your course start date. If you do not, you will be obligated to pay the full amount.
- ▶ If you are on a special diet, please call the food service contractor at 301-447-1551 or fax your request to 301-447-6944 at least two weeks prior to your arrival at NETC. The food service contractor will make arrangements to meet your needs. If you don’t make arrangements prior to your arrival, you will be responsible for purchasing the normal meal ticket.
- ▶ If the buses arrive at NETC after the dining hall has closed, the food service contractor will provide you with a boxed dinner, or snack food is available at the Command Post Pub.
- ▶ You may contact the food service contractor at 301-447-1551 if you have any questions.

**Dining Hall Hours of Operation**

**Breakfast**

**Monday to Friday: ..... 6:30 to 8:30 a.m.**

**Saturday to Sunday: ..... 6:30 to 9:30 a.m.**

**Lunch**

**Daily: ..... 11:30 a.m. to 1 p.m.**

**Dinner**

**Monday to Saturday: ..... 5 to 7:30 p.m.**

**Sunday: ..... 5:30 to 9:30 p.m.**

## STIPEND REIMBURSEMENT PROGRAM

The NFA and EMI stipend reimbursement programs are cost sharing programs. The student's or sponsoring organization's share of the program is the cost of meals/participation in the NETC meal program, the cost of ground transportation from the point of departure to the local airports and back, parking, tolls, and the salary and benefit costs to the sponsoring organization of the student or any replacement personnel necessitated by the student's absence from duty during the term of participation in a course. The government's share includes reimbursement for common carrier transportation or privately owned vehicle (POV) as outlined below; ground transportation between NETC and the designated airports using the campus shuttle service; lodging on campus; and the cost of the first piece of luggage up to 50 pounds, not to exceed \$60 roundtrip for EMI students.

**Below is information about reimbursement procedures for NFA and EMI courses under the student stipend reimbursement programs. Please read the information carefully.** If you have any questions about your eligibility to receive a stipend, please contact Admissions either by email at [netcadmissions@fema.dhs.gov](mailto:netcadmissions@fema.dhs.gov) or by phone at 301-447-1035.

**Any exceptions to travel must be requested in writing and faxed along with documentation to 301-447-1441 for NFA and 301-447-1658 for EMI. All exceptions must be approved prior to making your travel arrangements.** Otherwise, your stipend may be denied or limited to the state ceiling amount. Exceptions to travel include side trips or traveling days other than those listed in your acceptance notification.

### INDIVIDUALS ELIGIBLE FOR REIMBURSEMENT:

- ▶ State, local or tribal government representatives.
- ▶ Recognized volunteer organization representatives.
- ▶ Active emergency management organization representatives.
- ▶ Representatives from state or local fire organizations.

**If you do not apply for a stipend reimbursement within 60 days following the course start date, your stipend reimbursement will be denied.**

**NFA students are limited to one reimbursable trip per fiscal year** (Oct. 1-Sept. 30). If you wish to attend a second NFA class (at your own expense), a letter to that effect must accompany the second application stating that you are waiving your stipend reimbursement.

continued on next page

**INDIVIDUALS NOT ELIGIBLE FOR STIPEND REIMBURSEMENT:**

- ▶ Federal government employees.
- ▶ Private industry employees.
- ▶ Employees who are contracted to federal, state or local government entities (such as rural-metro departments).
- ▶ Representatives of a foreign organization.
- ▶ **For EMI only:** students eligible for federally funded grants.
- ▶ Students enrolled in the E0705 course offered at EMI. There is no stipend reimbursement for the “Fundamentals of Grants Management.” Students enrolled in this course should contact the grant program analyst/manager to identify travel funding for this training as part of the grant management and administration cost.

**REIMBURSEMENT FOR:****Airfare:**

- ▶ You will be reimbursed the cost of a direct (no side trips or extended stays), **21-day prior to the course travel date prepurchase, nonrefundable** ticket for round trip transportation by common carrier (economy coach class, nonrefundable) for each course or back-to-back courses that you attend. Proof of nonrefundable fare is required!
- ▶ **If you take side trips or travel outside of the defined travel days**, your reimbursement shall be limited to no more than the state ceiling amount as noted on the Reimbursement State Ceiling Chart.
- ▶ **To eliminate the perception of misuse of government funds, FIRST CLASS, BUSINESS CLASS, and REFUNDABLE AIRLINE TICKETS WILL NOT BE REIMBURSED AT FULL FARE**, unless you request, in writing, an exception prior to making your travel arrangements and have received written approval from the NETC Admissions Office. Otherwise, your reimbursement will be limited up to the state ceiling amount.
- ▶ **It is your responsibility to find the cheapest ticket available.** Failure to do so may result in your reimbursement being limited to the state ceiling amount.
- ▶ **Use of frequent flier miles** toward the purchase of a ticket is NOT reimbursable.
- ▶ **Fees associated with seat upgrades or early bird check-ins are not reimbursable.**
- ▶ **Flight or ticket insurance is not reimbursable.**
- ▶ If any portion of your airfare is subsidized by another source, that portion is NOT reimbursable under the stipend program.

**Driving:**

- ▶ You will be reimbursed the current POV federal mileage allowance or the state ceiling, whichever is less.
- ▶ POV mileage is subject to validation.
- ▶ **If you do not register your vehicle with the Housing Office**, reimbursement for POV mileage may be denied.
- ▶ **If someone is dropping you off**, you **must** have the vehicle verified by the Housing Office prior to the vehicle departing campus, or your stipend will be denied.
- ▶ If you carpool with another student, only the driver will be reimbursed.

continued on next page

- ▶ If you drove a rental car instead of your POV, your reimbursement is limited to the POV allowance. Reimbursement will be made to the individual who rented the vehicle. The name of the individual requesting reimbursement must appear on the rental car agreement. Otherwise, the request may be denied.
- ▶ If you are requesting mileage reimbursement and you are not the owner of the vehicle, you need to provide a letter from the owner stating that you have permission to drive the vehicle.
- ▶ Registration of the POV must be presented at the time of registration to validate ownership.

#### **Train or Bus:**

- ▶ Your reimbursement is limited to the cost of the ticket, not to exceed the state ceiling amount.
- ▶ You must provide copies of the tickets actually used.
- ▶ Reimbursement shall not include costs for sleep accommodations or for transport of vehicles on the train.

#### **LUGGAGE REIMBURSEMENT:**

**National Fire Academy:** NFA no longer reimburses students for bag fee costs.

**Emergency Management Institute:** Students eligible for stipend reimbursement may be reimbursed for their first piece of luggage checked (up to 50 pounds), not to exceed \$60 round trip, if they provide the required documentation. Receipts are required for both trips (travel to NETC and return to residence). Luggage receipts must be submitted within two weeks of the course end date in order to be considered for reimbursement. Failure to submit receipts within two weeks will result in nonreimbursement for luggage. Legible receipts for charges for the student's first piece of luggage may be faxed to 301-447-1658 or 301-447-1441 or emailed to [netcadmissions@fema.dhs.gov](mailto:netcadmissions@fema.dhs.gov). **Students must provide receipts in order to be reimbursed for the luggage.** Group requests for luggage reimbursement will be denied. Each student must submit his or her own luggage receipts. Convenience charges and service fees are not reimbursable.

**Saving money on airfare:** If you save money on your airfare, you will be reimbursed for extra expenses if you save a minimum of \$250 off the cost of a 21-day ticket prior to the course travel date prepurchase, non-refundable round trip economy class common carrier ticket traveling on the correct travel dates. Submit written documentation of the savings — this consists of itinerary copies of both the original price and the cheaper fare. If you do not acquire written approval from the Admissions Office prior to making your travel arrangements, the extra expenses will not be reimbursed. The following option applies if your request is approved.

#### **You may stay in the Baltimore/District of Columbia metro areas before or after your course.**

- ▶ If you save at least \$250 in airfare as noted in the terms above, you may be reimbursed up to \$90 per day (two-day limit for savings over \$500) for lodging or transportation expenses. Original receipts must be provided and must contain the student's name. If you carpool from the airport using a rental car, only one individual is eligible for reimbursement.
- ▶ If you stay after your course ends, ask for a Stipend Agreement Amendment (FEMA Form 11-25-4) when you register. When you return home, mail it with **original hotel or transportation** receipts containing your name to Admissions, Room I-216, 16825 South Seton Ave., Emmitsburg, MD 21727 within 14 days of the start date of the course or reimbursement **WILL BE DENIED**.

continued on next page

**REIMBURSEMENT PROCESS:**

Reimbursement will be deposited electronically into the checking or savings account that you identify. This reimbursement may take six to eight weeks following the course start date. If you haven't received reimbursement by eight weeks, call the NETC Admissions Office at 301-447-1035.

1. **Reimbursement will only be made to an account that bears your name.** You are responsible for reimbursing your department, if applicable. This is a result of increased restrictions by the receiving financial institutions. When the reimbursement is deposited, the entry in an account may differ from bank to bank, but mostly it will be listed as "FED SALARY, FEM2 or TREAS" and it will probably **not** have your name next to it.

If you do not have a personal account, please contact the Admissions Office prior to your arrival for further instructions.

2. If your account is with a credit union or if the account is payable through another bank, please have the bank provide you with the routing and account numbers for the Automated Clearing House deposit.
3. If you anticipate incurring additional expenses for transportation/lodging costs, **you must receive prior written approval** to be eligible for reimbursement of these expenses. If approved, **original receipts must** be presented at the time of your arrival. Your name must appear on receipts provided for reimbursement.
4. Your stipend may not be processed because of not having any of the following: your airline ticket; itinerary with ticket number and payment made (ticket number pending is not acceptable); POV information; request from your organization for reimbursement; or the appropriate direct deposit information. If your bank is with a credit union, please have the bank confirm your routing and account numbers.



**FROM:** County Executive Assistant, Holly Wolgamott  
**TO:** Board of County Commissioners  
**RE:** Communication Update  
**MEETING:** May 23, 2016

1. E-news Bulletin

- a. The May e-news bulletin was sent out on May 10<sup>th</sup> to 70 subscribers and 69 employees. 70% of those who received the e-news bulletin opened the email. Since our first e-news bulletin in April, we have increased subscribers by 50%. I consider this a very positive start. I will do more Facebook advertising to attract additional subscribers before our next publication in June. I have also published both editions of the bulletin on our website and on Facebook however views from those platforms are not tracked so having a true number of how many people have viewed the bulletin is a bit unclear.

I have started working on June’s e-news bulletin publication and suggest the following articles:

- Pack Saddle Road Article
- Ambulance Service Article
- River Access Points
- START Bus/Transportation Article
- Sheriff Liford Article
- Important Dates

If you have suggestions for other articles, please let me know. Also, if you are out and about and take any nice pictures of the county and would like to share them to be used for e-news bulletins or social media please let me know.

2. Government Meeting Management Software - ACELA

- a. ACELA will demonstrate how their software could be used to benefit commissions, staff, and the public. To demonstrate staff time savings, I have calculated what time is currently spent on BoCC packets and P&Z Commission packets compared to estimated time savings using ACELA:

Board	Staff Hours Per Month	Cost Per Month <small>(staff time)</small>	Cost Per Year <small>(staff time)</small>	Estimated Time Savings - ACELA	Costs Allocated to Other Projects
BoCC	16	\$581.76	\$6981.20	14.4 Hours	\$6283.08
P&Z	8-12	\$250.72 - \$376.08	\$3008.64 - \$4512.96	7.2 – 10.8 Hours	\$2707.78 – \$4061.66

The numbers above only account for staff time creating and distributing meeting packets but do not take into account other staff time savings. In my position, I currently do not have enough time to properly review information submitted to the board. With the time saved using ACELA, I would be able review information submitted before it goes to the board allowing for edits and or clarifications as needed. I would also be able to educate myself on agenda items to better respond to public inquiries about BoCC meetings.

Last summer the BoCC made the decision to stop recording meetings. The main reasoning behind that decision was the large amount of staff time it took to edit the recordings and to publish them on line. ACELA would eliminate the need to edit the recordings and would automatically publish the audio or video linked to specific agenda items so that the public can easily listen to parts of the meeting that are of interest to them. The majority of BoCC meetings are held at times that are inconvenient to the public. This would allow the public the option of listening to meetings that they are unable to attend. In interest of transparency, I highly encourage the BoCC to return to recording and publishing recordings to the County website using ACELA.

Public Hearings are required to be recorded and ACCELA would make that process much easier as well. As it is now, public hearings are recorded and stored on the County server. If a public records request is received for a recording, staff has to transfer that recording to CDs or other storage devices. This is time consuming not only for staff but for the public as well. If recordings were automatically uploaded to the website the public could access them at any time without having to make a public records request. Because ACCELA is a cloud based system, recordings would not take up space on County servers as they did before.

Examples of municipalities using ACCELA for meeting agendas, minutes, and video/audio streaming:

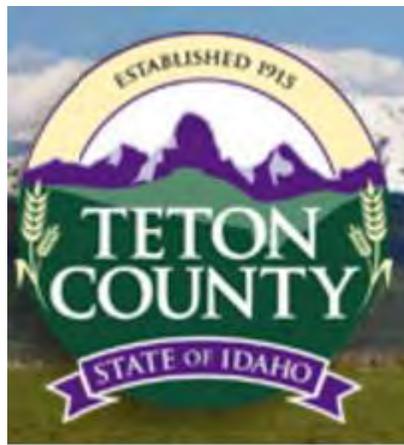
City of Moscow Idaho: <https://www.ci.moscow.id.us/records/Pages/default.aspx>

City of Reno Nevada: <http://renocitynv.ig2.com/Citizens/Default.aspx>

*“The great thing about this product and why we chose it is that the video of each meeting is integrated with the meeting documents and it also has time-stamp features, making it easy for staff and citizens to quickly find what they are interested in. I love that transparency. It just makes it so much easier.” Reno City Manager.*

# Accela Legislative Management

## Government Meeting Management Software



Submitted By:

**Holly Leighs**

**Business Development Executive**

**Accela, Inc.**

**2633 Camino Ramon, Suite 500  
San Ramon, CA 94583**

**(925) 359-3483**

4/28/16

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### About Accela

Accela provides cloud-based civic engagement solutions for government. Accela's Civic Platform, which includes open APIs and mobile apps, enables and improves core processes for city, county, state and federal governments. Accela's solutions uniquely address the diverse needs of their constituents by making publicly available information more accessible. The Accela Civic Platform includes solutions for land management, asset management, licensing and case management, legislative management and more. With more than 2,000 customers worldwide, Accela is headquartered in San Ramon, California, with offices in San Francisco, New York, Portland, Melbourne and Dubai. For more information, visit [www.accela.com](http://www.accela.com).

### Disclosure

In relation to future versions of planned system enhancements or future product direction, the information contained in this material is not a commitment or legal obligation to deliver any of the features or functionality described herein.

# 1 Executive Summary

We at Accela believe our Legislative Management Software will be a perfect fit for Teton County, as the County seeks to increase efficiency and drive engagement.

Here at Accela we support over 2000 clients with over 400 specifically using tools from the Legislative Management catalogue. The Accela Agenda and Minutes cloud based portal is a fully configurable workspace that can be dedicated to the County and can encompass all of the County's meeting bodies. We offer the most effective balance between advanced technology and user-friendly interfaces to streamline your agenda process and help users of the system feel comfortable enough to fully adopt the system. Within our Agenda and Minutes software, users will be able to manage everything from drafting staff reports and other agenda items, reviewing workflows, agenda creation, publication and distribution, to minutes creation and the live streaming and archival of media - whether audio alone, standard definition video or HD video. Accela makes all data readily available to any stakeholder, from any device, through password protected user defined permissions in an easily installed SmartClient. Accela's Civic Streaming module allows the County to create live and on-demand meetings available on all devices with DVR functionality and adaptive bitrate technology delivering the best quality picture a viewer's connection can provide. As part of the County's subscription, Accela will provide an encoding device at no additional cost.

Beyond all of the documents and media that will be produced through the solution and posted to the web portal, Accela will help make this a centralized portal for all things meeting related. At no additional charge, Accela will provide the County with a historical import, displaying past agendas, minutes and meetings on the web portal by meeting date and making everything text searchable. The web portal will make historical information easier to search for staff and citizens alike, using "Google" like searching capabilities.

We also have a native iPad app that will make distribution of the agenda to the Councilors seamless. Our iPad app is called "WeGovern" and is free for download from the iPad app store. It is a useful tool for staff and Council that allows them to add "Sticky Notes" to agenda packets on the go! "Sticky Notes" are linked to users and items, allowing Council to download materials and take notes on one device, and then recall them on another when they sign in. Our system not only formats the agenda packet and publishes it to multiple locations simultaneously, but reformats all the documents into PDF for you. File sizes and

number of attachments are unlimited allowing preparers the freedom to create the packet they require, not the packet that fits.

Lastly, our licensing model is as simple as it gets. There is no upfront implementation fee and no training fees for the life of your contract. We even provide the first encoder for capturing audio and streaming video with a full three-year warranty provided by the hardware vendor. The County would subscribe to the modules necessary to meet their requirements and pay a single monthly fee per module. That is it! We are very confident in our ability to meet the needs of our customers, but in the instance you decide to leave us we just ask for a 30 day written cancelation notice and we will provide access to your data in a timely fashion. Easy to procure, simple to install and committed to your success, that is Accela Legislative Management.

## 2 Pricing

Product	Price
Agendas and Minutes	\$378/month
Civic Streaming SD (Additional charges apply for HD)	\$378/month
Integration to Accela Civic Platform	Included
<b>Total</b>	<b>\$756/month</b>

## 3 Additional Information

### Accela Legislative Management

Accela's Civic Platform provides the most feature-rich, intuitive, and effective public meeting management tools available to governments, schools districts and public sector agencies, all geared to make you and your organization better, more efficient and fiscally prudent.

Our solution provides complete integration of all of your meeting processes from pre-meeting scheduling to the post-meeting follow-through of information disclosure and actionable tasks. By enlisting our solution, you gain several tremendous advantages:

**Reduced Document Costs:** automated features dramatically reduce costs, waste, and labor

**Dramatic Time Savings:** up to 90% more efficient

**Process Efficiency:** automated process ensures timeliness and consistency

**Improved Output Quality:** creates attractive professional document packets automatically

**Compliance:** online publishing meets governance regulations and disclosure initiatives

**Accountability:** internal process establishes audit trail, tracks project tasks and budgets

**Knowledge Resource:** allows reference of all documents related to meetings, past and present

**Video Publishing:** automated features make online posting simple, indexed by topics

**Community Trust:** interactive processes foster citizen involvement by making information easily accessible. Also establishes measures of paper-reducing green initiatives.

Accela's approach to Open Meeting Management is specifically tailored to the unique needs of our public sector customers. We are experts at supporting, deploying, and managing meetings for agencies of all sizes. That is what we do.

While our solution is a powerful, comprehensive, seamless application that does not require integration points, organizations can choose to deploy all four of our modules, or just one at a time. Each module is valuable on its own and allows for easy module addition.

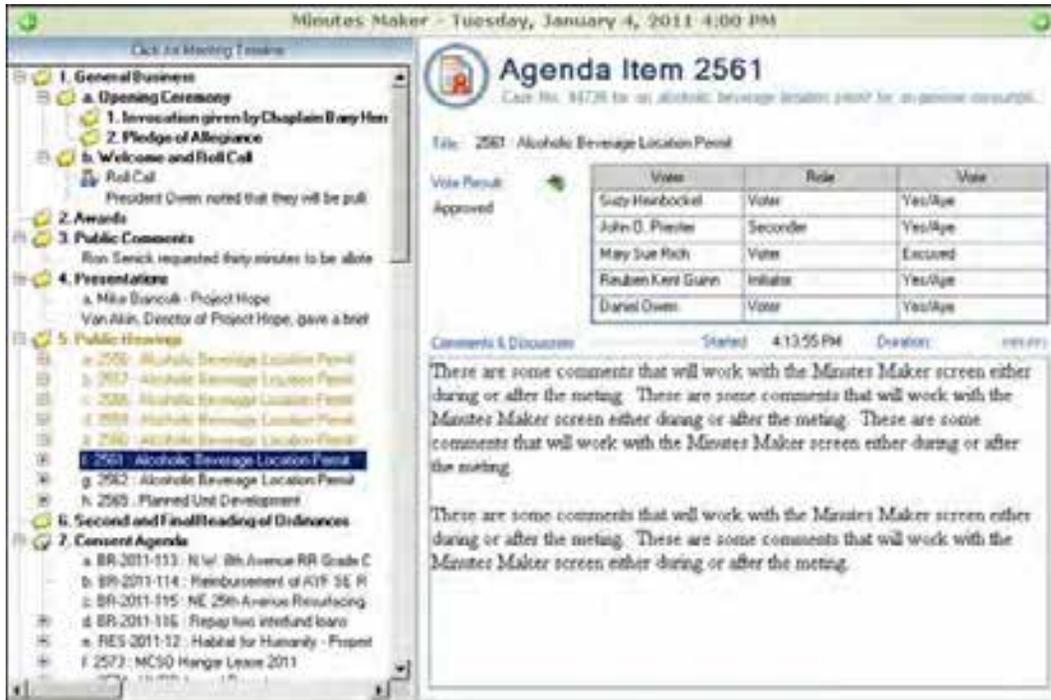
## Accela Agenda & Minutes

Agenda and Minutes is the framework of our Open Meeting Platform. It provides complete functionality to manage all meeting documents, review processes & procedures, agenda packet creation, minutes creation, post-meeting letters & distribution, web publishing, and search functions. It is a powerful software module that will allow the County to facilitate all of its meeting needs, from pre-meeting scheduling to post-meeting publishing and all of the information gathering steps in between. It offers a simple yet customizable set of functions that will make your meeting workflow process more efficient.

The following key components and processes will benefit your organization in cost and time savings:

**Centralized Document Database:** will consolidate your organization's information processes into one location, vastly reducing time on information management, search and retrieval.

**Workflow, Routing, and Review Process:** incredibly simple but sophisticated tool for driving efficiency and managing expectations. The program's wizard-based interface allows department members to monitor processes, maintaining accountability of information.



The screenshot displays the 'Minutes Maker' software interface. The top bar shows the date and time: 'Tuesday, January 4, 2011 4:00 PM'. The left sidebar contains a tree view of the meeting agenda, with '2561 - Alcoholic Beverage Location Permit' selected. The main content area shows the details for this item, including a title, a 'Vote Result' of 'Approved', and a table of voters with their roles and votes. Below the table is a 'Comments & Discussion' section with placeholder text.

Voter	Role	Vote
Suzy Harbockel	Voter	Yes/Aye
John D. Plesler	Recorder	Yes/Aye
May Sue Rich	Voter	Excused
Rauben Kent Gunn	Initiator	Yes/Aye
Daniel Owen	Voter	Yes/Aye

**Attachments and Importing:** program cross-references all related documents, allowing you to collect all information of a given topic from the internal system quickly and easily without printing and scanning.

**Virtual PDF Printer:** Agendas and Minutes includes an integrated PDF Printer that will allow users to retrieve information and reports from any computer system throughout the organization as long as it can print, regardless of file type. The PDF Printer allows users to print from any program to this virtual printer named "MinuteTraq" instead of printing to paper. The built-in PDF printer makes the chore of attaching information from other programs a cinch. The output is automatically converted to PDF format and imported into Agendas and Minutes as an attachment. You can easily mark the attachment as public and it will be published on the web portal when the agenda is created—*no more scanning and printing*.

**Document Generation:** produces all meeting-related documents in one simple step, eliminating time-consuming redundancy such as cutting and pasting. Create meeting packets customizable to your needs with agendas, agenda summaries, schedules, and all other associated attachments, all with a consistent heading for professional look and feel.

**Fast Re-Generation Technology™:** Because Agendas and Minutes has built-in Fast Re-Generation Technology, the documents generated from Agendas and Minutes can be easily modified and regenerated much faster. An agenda packet that needs to be regenerated after adding or removing several items can be compiled in seconds. This is critical when preparing an agenda for a meeting, particularly at the last minute. Other products without our unique Fast Re-Generation Technology™ take hours to build packets even after small changes are made.

**History Tracking and Audit Trail:** Agendas and Minutes will keep a complete history of all meeting topics from the moment they are prepared, submitted, reviewed, added to an agenda, voted on, tabled to other meetings, passed through committees for review and more. Each meeting topic or attachment can have comments added to the history by users. The meeting topic history screen will provide a complete history of the topic itself along with all of the attachments. The meeting history will track each agenda item and the exact page number it appears on in the minutes with the comments and action or vote record at the meeting. The audit trail allows all the changes that are made to the document to be tracked in a log. Each user that makes a change can indicate a reason why they are changing it, a comment and can trigger actions like sending an email notice, resetting the approval process or creating a new revision of the topic or document.

**Revision Tracking and Comparing:** Agendas and Minutes tracks changes to meeting topics and documents and allows you compare what has been altered and by who. All changes are highlighted with bubbles specifying the changes.

**Information Sharing and Delivery:** communicates key information to the intended recipients effectively, allowing meeting decisions and tasks to take action. Through email-based communication and online postings, proper channels are notified in a way that is easily tracked and automated for accountability.

**Meeting Capture and Streaming:** receives and organizes input on all data concerning minutes, votes, discussion, and actions, and modifies into a format that facilitates public sharing. In conjunction with the Civic Streaming module, video streaming can be indexed and referenced by topic as it is matched with timestamps on meeting minutes.

**Task Follow-up and Progress Tracking:** The integrated task tracking function in Agendas and Minutes affords you the peace of mind that tasks and directives will be acted upon from meeting to meeting. No longer will meeting time be wasted going over dropped responsibilities and missed tasks due to lack of follow-up.



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

**Public Works Department**  
**MEMORANDUM**

150 Courthouse Drive  
Driggs, ID 83422

May 18, 2016

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

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The following items are for your review and discussion at the May 23, 2016 BoCC Meeting.

**SOLID WASTE**

**April Well Sampling** – All well sampling results for April produced acceptable results with the exception of Barium in MW-5. Barium was reported at 42 ug/L and the statistical limit is 41.7 ug/L. Teton County has requested that the well be re-sampled.

**Metal Recycling** – Bids are due 6/3/2016. The Request for Bids is available online at the county web site.

**Spring Cleanup Day** – Attached is a breakdown of our 2016 Spring Cleanup Day. This year we had 224 vehicles visit the facility. That is up from 2015's 179 vehicles received.

**ROAD & BRIDGE**

**Oil Contract** – Teton County will be piggybacking off of the Fremont County contract for the purchase of oil for the 2016 chip seal efforts. Attached is the contract with Idaho Asphalt Supply, Inc.

***ACTION ITEM** – Motion to approve Contract with Idaho Asphalt Supply, Inc. to supply and apply asphalt oil for 2016 to be paid from the Road Levy Chip Seal Account 33-00-521.*

**ENGINEERING**

**Centennial Trail Update:** During the January 13, 2014 BoCC meeting, Rob Heuseveldt, City of Victor submitted and reviewed the attached City of Victor, FLAP Grant Request, County Match. During the same meeting, Commissioners unanimously approved the \$8,147 funding request for the Teton Centennial Trail Project. Mr. Heusevelt will be providing the Commissioners with a Project update.

**Chip Seal Specification:** Teton County is scheduled to chip seal Ski Hill Road and Bates Road this year. Public Works has been meeting with TVTAP and other interested users in an attempt to come up with an acceptable road treatment for everyone. Attached is a memo summarizing Teton County's design standards and recommendations for these roads. Richard Weinbrant has asked to meet with the BoCC to discuss certain treatment requests that have been considered for these shared use corridors.

## FACILITIES

**Garbage Bin at River Access Points:** Currently, Teton County provides portable toilets at the South Bates, Bates Road, Railroad Rightaway and Packsaddle river access points. A problem that we have always struggled with is trash being thrown in the toilets. This causes servicing issues. Idaho Fish and Game is concerned that providing larger containers would provide a place for the public to dump household trash for free and suggested smaller containers if we were to consider providing collection bins. Should we consider providing trash bins at any or all river access points?



Well Name	Latitude	Longitude	+	Proposed Well Locations
MW-7	43.729	-111.080	+	
MW-8	43.727	-111.022	+	
			●	Existing Well Locations



**Rocky Mountain  
ENVIRONMENTAL  
ASSOCIATES, INC.**

482 Constitution Way, Suite 303  
Idaho Falls, Idaho 83402-3537  
PHONE (208) 524-2353 FAX (208) 524-1795  
[www.rockymountainenvironmental.com](http://www.rockymountainenvironmental.com)

**Figure 2**  
**Teton County Landfill**  
**Proposed Monitoring Well Locations**





SOLID WASTE SPRING CLEANUP MATERIAL /FEE ANALYSIS						
FOR THE PERIOD OF 05-14-2016						
DESCRIPTION	UNIT	TICKETS	COUNT	WEIGHT/LBS	WIEGHT/TONS	CHARGE
SPRINGC/U 1ST FRIDGE	EACH	3	3	0.00		\$ 21.00
SPRING C/U HOUSEHOLD	TON	112	0	31860.00	15.93	\$ 521.00
SPRING C/U RECYCLING	TON	34	0	2720.00	1.36	\$ -
SPRING C/U SORTED	TON	74	0	58940.00	29.47	\$ -
SPRING C/U UNSORTED	TON	1	0	880.00	0.44	\$ 65.00
TIRES	TON	5	18			\$ 90.00
					TOTAL:	\$ 697.00

\* 224 vehicles visited the facility for Spring Cleanup Day.-



# Idaho Asphalt Supply, Inc. Peak Asphalt, LLC



ASPHALTS



ROAD OILS

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

IAS CONTRACT No: 22740

DATE: 4/25/2016

PROJECT #:

PROJECT: Year 2016 Road Oils

BUYER: TETON COUNTY

DATE OF BID LETTING: February 29, 2016

STREET ADDRESS OR SITE:

70 N. West Buxton  
Driggs, ID 83422

OWNER:

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

PRODUCT	QUANTITY (Tons)	UNIT PRICE Excluding Sales Tax	Effective Thru	FREIGHT	F.O.B.
MC-800	33.00	\$565.00	10/31/2016	\$19.00	Job Site
MC-3000	30.00	\$545.00	10/31/2016	\$19.00	Job Site
CRS-2R	350.00	\$395.00	10/31/2016	\$19.00	Job Site
DISTRIBUTOR SERVICE \$1,000.00 Minimum Charge		\$20.00/TON or \$175.00/HR (Whichever is Greater)			

### Special Contract Provisions:

Pricing "piggybacks" awarded offering to the Fremont Co. Commissioners on February 29, 2016 and will remain firm for the 2016 season. Paragraphs 3 & 21 are not applicable. Paragraph 5 is amended to read: "Payment terms are NET 15th; payment is due the fifteenth of the month following delivery."

**2. Price Terms.** The price for the above Products is valid through the 2016 season and is based upon product(s) sold by Seller FOB one of Seller's facilities. Freight/transportation charges, if quoted above, are a separate item and will be based upon 30-ton loads. Freight prices are subject to a fuel surcharge at the time of delivery. A surcharge schedule is available upon request. Freight and distributor charges for Seller arranged equipment will be invoiced by Johnny B. Transport or a separate carrier if previously arranged between Seller and Buyer. Seller reserves the right to supply product(s) from any of Seller's or its affiliated facilities.

### 3. Adjustments for Escalation.

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

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

**4. Schedule.** Buyer and Seller shall agree in writing to a delivery schedule at least thirty (30) days prior to commencement of the Project. Proposed changes to the project delivery schedule must be submitted to Seller in advance via facsimile or electronic mail and will be fulfilled at the discretion of Seller; Seller shall not be responsible for delay or back charges resulting from such schedule changes. Buyer shall provide to

Bid Number: 0000022740 Buyer Initials \_\_\_\_\_ Contract # 22740

Seller a written order for all Products to be delivered by Seller at least one (1) week prior to the requested delivery date. If Buyer does not take delivery of ordered product, Buyer may be held responsible for Seller's costs for said product, including, but not limited to: manufacturing, additive, storage and reprocessing costs. Buyer shall notify Seller immediately of any Project change orders or anticipated volume changes for which the changes are in excess of ten percent (10%) of the original order. Quantities deleted in excess of 10% of the original order may be subject to restocking fees or reprocessing costs while quantity overruns exceeding 10% of the original order are subject to re-pricing based on current market conditions.

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

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

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

**8. Seller-Arranged Transport.** Product shall be shipped by any carrier designated by Seller. Delivery of quantities less than 30-tons will result in minimum freight charges. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, \$80.00 per hour, (ii) Overnight holdover fee, \$350.00 per night, (iii) Restocking fee on returned product, \$250.00, (iv) Multiple location unload fee, \$150.00 per each additional site, Equipment charge for jobsite pump-off flat fee, each occurrence (no polymer modified asphalts) \$100.00. Truck hold fee for each truck placed on hold at the plant by the customer in excess of 2.00hours, \$80.00 per hour.

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

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

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

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

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

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

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

Bid Number: 0000022740 Buyer Initials \_\_\_\_\_ Contract # 22740

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

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

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

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

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

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

**22. Enforceability.** In order to be enforceable, this Agreement must be executed and returned to Seller within ten (10) days of 4/25/2016. In the event Buyer accepts delivery of product from Seller without providing to Seller an executed copy of this Agreement, Buyer shall be deemed to have agreed to and accepted all of the terms and provisions of this Agreement and all product delivered to Buyer shall be subject to the terms and provisions of this Agreement to the same extent as if Buyer executed and delivered to Seller this Agreement. In the event of any conflict between the terms and provisions of this Agreement and any purchase orders or other documentation provided to Seller by Buyer, the terms and provisions of this Agreement shall take precedence and be controlling. Seller may, at its discretion, refuse to deliver product represented by this Agreement to Buyer until this Agreement has been executed in full by both parties.

BUYER:  
TETON COUNTY

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

SELLER:  
Idaho Asphalt Supply, Inc.

By:  Date: 5/9/16



# Johnny B. Transport, LLC

ASPHALTS

ROAD OILS

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

**JBT CONTRACT No:** 22740  
**Consignee:** TETON COUNTY  
**Consignee Address OR Site:**  
70 N. West Buxton  
Driggs, ID 83422

**DATE:** 4/25/2016  
**PROJECT #:**  
**PROJECT:** Year 2016 Road Oils

**DATE OF BID LETTING:** February 29, 2016

**DELIVERY LOCATION:** Driggs, ID & Vicinity

PRODUCT	QUANTITY (Tons)	FREIGHT (Ton)
MC-800	33.00	\$19.00
MC-3000	30.00	\$19.00
CRS-2R	350.00	\$19.00
DISTRIBUTOR SERVICE \$1,000.00 Minimum Charge	\$20.00/TON or \$175.00/HR (Whichever is Greater)	

**Special Contract Provisions:**

Pricing "piggybacks" awarded offering to the Fremont Co. Commissioners on February 29, 2016 and will remain firm for the 2016 season. Paragraph 3 is amended to read: "Payment terms are NET 15th; payment is due the fifteenth of the month following delivery."

- 1. Price Terms.** The freight price(s) quoted above is/are valid for the project specified above and is/are based upon 30-ton loads.
- 2. Fuel Surcharge.** A surcharge will be imposed and added to the rate(s) quoted when the posted E.I.A. Weekly Retail On-Highway Diesel Price for the Rocky Mountain Area exceeds \$2.65/gallon. For every \$0.05 increase in posted retail price, the surcharge will be calculated by multiplying the quote and subsequent rates by 0.575%.
- 3. Payment/Billing.** Johnny B. Transport, LLC ("Shipper") shall submit to Consignee an invoice, sent to the address indicated above, evidencing amounts due pursuant to these terms and conditions (the "Invoice"). Invoice amount(s) are due and payable by 12:00PM on the Friday following the week that the services were rendered to Consignee (NET 7 based on a linear calendar week Sunday thru Saturday). Consignee shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid by 12:00PM on the Friday following the week that the services were rendered shall bear interest at a rate of 1 3/4% per month from and as of the date of the Invoice. In the event payment is not received as stated above, Shipper may, at its discretion, suspend services. Consignee does not have the right to offset for any reason.
- 4. Transfer of Title/Risk of Loss.** Title and risk of loss for the Products transfers to Consignee at Consignee's F.O.B. point of delivery.
- 5. Job Site Pump-off.** Unless prior arrangements have been made to ensure their safety, Johnny B. Transport, LLC drivers are prohibited from pumping polymer modified grades of asphalt utilizing a truck mounted pump.
- 6. Schedule.** Consignee shall provide to Shipper written advance notice of project start at least thirty (30) days prior to commencement of the Project. Consignee shall provide to Shipper a written order estimate for all Products for the first delivery at least one (1) week prior to the requested delivery date. A delivery schedule will be provided by the Consignee to Shipper at least 24 hours prior to requested delivery time. Proposed changes to the project delivery and/or distributor schedule must be submitted to Shipper at least 12

Bid Number: 0000022740 Consignee Initials \_\_\_\_\_ Contract # 22740

hours in advance via e-mail or facsimile and shall be fulfilled at the discretion of Shipper. In any case, it is the responsibility of the Consignee to verify that Shipper has received any request for proposed changes. Shipper shall not be responsible for delay or back charges resulting from such schedule changes. At Shippers discretion, Consignee may place a scheduled delivery "on hold" subject to a hold fee of ~~\$80.00~~ /hr from time of "hold" until "release time". Additionally, if Consignee does not accept delivery of requested product, Consignee shall be held responsible for Shipper's transportation costs and for the costs in loading /unloading the vehicle. Consignee shall notify Shipper immediately of any Project change orders or anticipated volume changes to the Project which may exceed ten percent (10%) of the original order.

**7. Incidental Charges.** Delivery of quantities less than 30-tons will result in minimum freight charges. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, ~~\$80.00~~ per hour, (ii) Overnight holdover fee, ~~\$350.00~~ per night, (iii) Restocking fee on returned product, ~~\$250.00~~, (iv) Multiple location unload fee, ~~\$150.00~~ per each additional site, Equipment charge for job-site pump-off, per occurrence (no polymer modified asphalts) ~~\$100.00~~, Truck hold fee for each truck placed on hold at the plant by the customer in excess of 2.00 hours, ~~\$80.00~~ per hour.

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

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

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

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

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

CONSIGNEE:  
TETON COUNTY

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

SHIPPER:  
JOHNNY B. TRANSPORT, LLC

By: Adam Akerman Date: 5/9/16

## CITY OF VICTOR FUNDING REQUEST

City Administrator Rob Heuseveldt reviewed his written memo requesting county funds to support Victor's \$1.7 million Idaho Teton Centennial Trail Project to construct a 10' wide paved pathway from Moose Creek Trailhead to the Idaho/Wyoming State Line (Attachment #4). The city has been awarded a Federal Land Access Program (FLAP) grant for the project but must provide \$125,147 in local cash match and are seeking \$8,147 from the county. Public Works Director Jay Mazalewski supports the request and said the cash match could come from the Board's contingency account, or from the Trail & Pathway account within the Special Road Levy fund. Commissioner Kunz expressed support for the project, but would prefer to use Impact Fees if possible. Since the funds will not be needed until FY 2015, the funding source will be determined during the FY 2015 budget process.

● **MOTION.** Commissioner Rinaldi made a motion to approve the \$8,147 funding request for Victor's FLAP Grant. Motion seconded by Chairman Park and carried unanimously.

## PUBLIC WORKS

The Board reviewed the Public Works Update (Attachment #5) submitted by Public Works Director Jay Mazalewski and the Solid Waste & Recycling update provided by Solid Waste Supervisor Saul Varela (Attachment #6).

**SOLID WASTE.** Mr. Varela said the household waste being sorted by county staff consists mostly of construction materials. However, he said the staff effort is capturing a very small percentage of the construction waste that could be diverted. He and Mr. Mazalewski are considering how best to incentivize the sorting of construction waste, which is increasing in volume due to the increase in construction projects. Forsgren engineers have provided the requested landfill cap study information to DEQ.

● **MOTION.** Commissioner Rinaldi made a motion to approve the adjustment of fees for the Teton Valley Hospital Foundation thrift store as requested. Motion seconded by Commissioner Kunz and carried unanimously. (see Attachment #6)

**ROAD & BRIDGE.** Mr. Mazalewski said the winter storm that began Friday morning has required the crew to plow the past 4 days and caused a delay in the completion of the Badger Creek Bridge project. The Board discussed their 6 pm Jan. 27 Road Planning meeting and agreed that it will be a continuation of the day's regular meeting. Minutes will be taken and public comments will be allowed.

**INTER-BUILDING CONNECTION.** The county received two bids for installation of a wireless connection between the courthouse, law enforcement center, road and bridge office and solid waste campus. Clark Wireless bid \$12,234.00 and dBi Networks bid \$13,111.88.

● **MOTION.** Commissioner Kunz made a motion to award the inter-building connection contract to low bidder Clark Wireless for a cost not to exceed \$12,300. Motion seconded by Commissioner Rinaldi and carried unanimously.

**GRANTS.** Mr. Mazalewski requested Board approval to pursue two grants from the Idaho Department of Parks & Recreation and one grant from the Idaho Department of Transportation (Attachment #7).

● **MOTION.** Commissioner Kunz made a motion to approve the Grant Application Proposal to request up to \$600,000 from ITD to repair the Cache Bridge. Motion seconded by Commissioner Rinaldi and carried unanimously.

● **MOTION.** Chairman Park made a motion to approve the Grant Application Proposal to request \$12,400 from the Idaho Department of Parks & Rec to repair bridge abutments on the Victor-Driggs pathway over Teton Creek. Motion seconded by Commissioner Rinaldi and carried unanimously.



## MEMORANDUM

**Date:** January 7, 2014  
**To:** Teton County Board of County Commissioners  
**From:** Robert M. Heuseveldt, P.E., CFM, City of Victor  
**Re:** City of Victor, FLAP Grant Request, County Match

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**Executive Summary:**

Victor has been awarded a Federal Land Access Program (FLAP) Grant for the Idaho Teton Centennial Trail Project. As a condition of the award the FLAP Grant Committee is requesting a cash match instead of the proposed in kind match for engineering services. The City is requesting a financial contribution of \$8,147 from the County to help meet the Match requirement.

**Background Information:**

The City of Victor, in coordination with the Forrester Service and Teton Valley Trails and Pathways (TVTAP), has been awarded a FLAP Grant for the Idaho Teton Centennial Trail Project. Attached are three exhibits that reflect the proposed project. Exhibit 1 reflects the extents of the project. The proposed pathway will be a 10 foot wide paved pathway that extends from the Moose Creek Trailhead along the Old Jackson Highway Alignment to the Idaho/Wyoming State Line. Exhibit 2 reflects the proposed Wyoming project in addition to this project which will eventually extend over Teton Pass. Exhibit 3 reflects the Pathways in the Teton Region to give a big picture perspective of the goal for a pathway loop in the greater Yellowstone Region. This project is a small but important piece of this bigger picture.

Originally the City proposed to meet the match requirement through in kind engineering services. Attached is an Email from Tom Erkert from the FLAP Programing Decision Committee that explains the conditions of the approval in addition to the Match Agreement. In essence the committee would like for Western Federal Lands to provide the engineering and management for the project and is requesting a cash match instead of in kind engineering. The breakdown of the match is listed below under Financial Impacts. In order to meet the match requirement the City has applied for a LHRIP Grant in the amount of \$100,000 in addition to contributing \$14,000 of in kind match. TVTAP has also successfully been awarded a Community Foundation of Teton Valley (CFTV) grant in addition to a contribution from Richard Weinbrandt to help meet the match requirement.

The City of Victor would like to request a financial contribution of \$8,147 from the County which will facilitate a joint venture effort to meet the match requirement and bring this project into fruition.

**Financial Impacts:**

Total Estimated Project Cost:	\$ 1,705,000
Total Match Required (7.34%):	\$ 125,147
Total Victor Contribution:	\$ 14,000
Total from LHRIP Grant:	\$ 100,000
CFTV Grant:	\$ 2,000
Richard Weinbrandt Contribution:	\$ 1,000
<b>Total Requested County Contribution</b>	<b>\$ 8,147</b>



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

**Public Works Department**  
**MEMORANDUM**

150 Courthouse Drive  
Driggs, ID 83422

DATE: 5-19-2016

TO: Board of County Commissioners  
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS  
SUBJECT: **Teton County Chip Seal Specification**

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Teton County is scheduled to chip seal Ski Hill Road from Driggs City Limits to the State Line and Bates Road from Driggs City Limits to W 1000 S. Public Works has been meeting with TVTAP and other concerned groups to discuss road treatment options in hopes of coming up with a specification that is acceptable to all.

Teton County's current chip seal specification calls for a 3/8-inch chip gradation spec and CRS oil application as specified in the Teton County, Idaho Highway & Street Guidelines for Design and Construction.

Alternate specifications including fog-seal coat, slurry seal, GSB88 rejuvenator treatment and chip seal using 1/4" chips have been recommended for the shoulders/bike lanes. A report was provided by TVTAP evaluating different sections of roads for smoothness, bike ride-ability and chip loss.

**History:**

Ski Hill Road was last chip sealed in 2011 using a 3/8" chip specification with a CRS oil. No treatment has been applied since. Visual inspection shows a chip that appears to be somewhat larger than a 3/8" chip. This surface is no indication of what the County will be putting down in 2016.

Bates Road was last chip sealed sometime around 2004 or 2005 using a 1/2" chip specification and CRS oil. It was treated in 2013 with an overlay of GSB88 rejuvenator.

**Proposed Treatment:**

Public Works is proposing to treat both Ski Hill Road and Bates Road with a 3/8" chip and CRS oil. The 3/8" chip specification is different than that used in 2011 with a smaller upper end chip specification. Public Works is currently working closely with the crushing contractor to ensure the chips are within the acceptable size range. Acceptable upper end of chips calls for 95-100% to pass through the 3/8" sieve. All of our test samples show 100% of chips are passing through the 3/8" sieve.

Recommended goal for rock embedment into the oil is 50-70%. This is simply how much the chips are embedded into the oil and is controlled by field adjusting the oil application rate. Our goal for these projects is 70% rock embedment. We have contacted oil suppliers and others that have extensive experience about quality control measures. We will continually evaluate the oil

application and make adjustments as needed to ensure we are getting the rock embedment desired.

Chip seal treatments are meant to seal the road surface. Larger size chips will result in a thicker binder layer. Chips are used to provide a more durable wearing surface and protect the oil binder layer. Ski Hill and Bates Road are two of our busiest roads in the County. In addition to the high levels of traffic experienced, chips also provide protection during our snow plow efforts.

Chip seals are recommended approximately every 7 to 9 years depending on wear. Fog seals or oil rejuvenators are recommended in between chip seal applications to prolong the life of the road and extend the need to re-chip seal by up to 3 years.

Some recommended treatments include using a 1/4" chip. Although this would agreeably produce a smoother riding surface, the County feels that the 1/4" chip tends to pop loose more easily than the 3/8" chip. Additionally, a 1/4" chip produces a binder layer that is not as thick as a 3/8" chip would. It has been argued that there are significant cost savings by using the 1/4" chip because of the lower application rate. What has not been discussed in these cost saving statements is the additional cost to produce the 1/4" chip. Inquiring with the current crushing contractor, the County was informed that cost to produce a 1/4" chip spec would be three times that of the 3/8" specification.

### **Recommendation:**

Because of the high traffic volumes and length of time since the last chip seal, Public Works is recommending a chip seal treatment. We are confident the 3/8" chip specification, 70% embedment goal and our heightened level of quality control will produce an acceptable riding surface for the majority.

Our goal is to ensure a base treatment is applied that is guaranteed to protect the road corridor. Public Works is more than happy to work with all agencies in identifying additional shoulder treatments if this wearing surface proves unacceptable.

### **Lane Width:**

The ITD 2002 design for Ski Hill Road shows a typical section from Driggs City limits to the State Line having a 3.6 m (11.8') travel lane and a 1.5 m (4.9') bike lane. TVTAP and others have requested that bike lanes be increased to 6' and travel lanes reduced to under 11'. The posted speed limit along this corridor is 45 mph. It is acknowledged that narrower travel lanes is a proven form of traffic calming and reduction in speeds. This corridor is shared by other recreation users that, at times, are pulling large, wide trailers (atv and travel trailers) and also by dump truck and pup trailer traffic generated from the gravel pits in the area. Total design width based on ITD 2002 design is 16.7'. Public Works is proposing that the road be striped for 5.4' bike lanes leaving 11.3' for travel lanes. In the past we have experienced inconsistent lane widths due to inaccurately identifying the road centerline. To minimize this happening on Ski Hill Road, the County will retain surveying services and have the center of road clearly and accurately marked for the striping contractor.



Old Jackson Highway, Victor Idaho

**Tour de Chip Seal – 2016 Update**  
**Teton County Idaho and Teton County Wyoming**  
Updated Test Section Photos and Reviews

**Fall Creek Road – Chip Seal with ¼” Chips in 2014 -  
Review photos and notes, 2015 and 2016**



**Fall Creek Road** was chip sealed in August and September 2014. Teton County used a ¼ chip seal, with a top coat of oil applied several days after the chips were placed and rolled. The weather was not great for the chip seal days, with cool temperatures close to the minimum, but the top coat of oil was done on a very warm day, and seems to have been very successful.



Fresh Chip Seal top coat of Oil on Fall Creek Road, the north section with the bike lane shoulders.



A close up of the 1/4" chip size shows very good consistent chips were used, and an excellent coat of oil on top.



Excellent quality Chip Seal and Shoulder seal on Fall Creek Road, ¼" with top coat of oil.



Fall 2014 after striping was done. Teton County chip sealed the 10' travel lanes, with no chips on the 4' bike lane shoulders, just oil.



Example of heavy Oil Coat used on top seal, seemed to be very effective.

**Fall Creek Road Review in 2015 after one winter plan and sand**



One year after, the Chip retention was excellent, one of the best chip seal projects in this report. The  $\frac{1}{4}$ " chips used showed almost no cases of chip loss.



Southern portion of Fall Creek Road, no shoulder section. Excellent chip retention along this entire section, also one of the best chip seal service observed in this report.



**Fall Creek Road South Section** in 2015 after one year. Excellent Chip Retention.



Fall Creek Road Review 2016, two years and two winters after installation. Excellent chip retention observed, almost no chip loss and very good condition for the road seal.



Fall Creek Road, 2016 close up, shows continued excellent Chip Seal performance. One issue with the Fall Creek Road is the continue problems with striping. The FHWA designed this road with 10' lanes, but the road has not been striped properly. Road striping should be measured from the center line to the center of the shoulder stripe, and should be 10' not 10.5'. Hopefully this can be improved next time the paint crews are working.

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### **Fish Creek Road review in 2014**

Chip seal completed in 2012 using a 3/8" Chip Seal with CSS-1H top fog seal; this is a slightly larger chip, and a different type of fog seal from Idaho Test. Test section rides better than without top seal, but not as smooth as 1/4" chip tests. Observations in 2014 after two winter seasons shows continued good coverage, with no loss of chips, and the surface is somewhat smoother than in 2013 due to wear, time, and winter plowing. The road provides good cycling surface. There are still bumps from older crack seal methods, but less severe as time goes on.



### The Old Jackson Highway review in 2014

Chip sealed in 2012 with two test sections – The northern section has ¼” chips, with a top fog seal using GSB-88 Oil. The southern section also used ¼” chips, but without any fog seal over the chips.



The review in 2014 after two winters shows a continued excellent seal. There is a visual difference that can be observed at the mid-point where the top seal starts, where the surface has better chip coverage. The Old Jackson north test section has held up the best of all the test sections so far, with an excellent cycling surface for a chip sealed road. It was sealed in July.



### North Alta Road review in 2014

Chip Seal with ¼" chips with top fog seal, completed late August 2013. This chip seal is holding up quite well, with no loss of chips. The surface is smooth and provides good cycling conditions.



### Ski Hill Road review in 2014

The Ski Hill Road was chip sealed in September of 2013, using a ¼" chip with a top coat of oil [Oil type ?]. Unfortunately, it seems that the later application date may not have had optimum temperatures for good chip seal adhesion. Observations show significant loss of chips, especially in shady sections that would have been cooler. The road surface rides well, and is fairly smooth.



## APPENDIX – PREVIOUS TEST REPORTS

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### Test Report from May 16, 2013

1. Old Jackson Highway, North Section – ¼” with GSB-88 fog seal  
Old Jackson Highway, South Section – ¼” no fog seal
2. Fish Creek Road, Wilson – 3/8” with CSS-1H
3. 2000 South, east of Highway – GSB-88, no chips
4. Otta Seal treatment on S4500W (Cedron Loop). BST (bituminous surface treatment)

**Attended:** Jay Mazalewski, Dave Gustafson, Brian Schilling, Rob Heuseveldt, Bill Knight, Rick LaBelle, Dan Powers, Chi Melville, Tim Adams, Mike Welch, Tim Young

The group met at the City of Victor office and visited three roads and four test treatments that were applied last summer on Teton Valley Idaho roads.

### First Stop – 2000 South

Road History/Condition – This is an older paved road, which is still in relatively good shape so the county applied a GSB-88 top coat only as a rejuvenator to help extend its life. The wear surface is in good shape so chip seal was not called for. The road has typical expansion/compression cracks, which were repaired before the GSB-88 application. The GSB-88 has the ability to penetrate the asphalt and rebind the aggregate thus extending its life.

Observations – The road surface is holding up well to moderate mixed use – car, agricultural and dump trucks. The surface is smooth and good for cycling.

### Second Stop – South 4500 West (Cedron Loop)

This 1-mile road section was rebuilt over the past several years as there was never a good road base and the asphalt surface was falling apart. Over several years, the county first built up the road base and then added a crushed gravel top layer. They then applied their “Otta Seal” treatment over the past two years. This is a BST (bituminous surface treatment) that they use on roads that need more than a standard chip seal or use as an asphalt substitute.

Observations – The road surface is holding up well to moderate mixed use – car, agricultural and dump trucks. The Otta Seal treatment is rough for cycling during the first several months after application so it has a season long impact on cycling, but the resulting surface in the travel lanes is smooth and good for cycling after a summer and winter of use.

### Third Stop – Old Jackson Highway – Mountainside Village

Road History/Condition – The Old Jackson Highway was originally built as a state highway for traffic over Teton Pass. A new highway was built on a different alignment over 50 years ago and the Old Jackson Highway (OJH) has been used as a local feeder route since. In 2002, Federal Land Highways money as part of the Teton Pass Trail project (no local match) was used to reconstruct a new asphalt road surface, repairing road base sections in the process. The road

has had no surface treatment until the summer of 2012 when it was chip sealed with 1/4" chips. This section also had GSB-88 applied as a fog coat after the chip seal.

Observations – The fog coat did a good job of retaining the chips as there is almost no chip migration to the road edges. There was some surface wear noticeable from snow plows over that past winter but they didn't impact the bonding/chip retention ability of the GSB-88. Cyclists report that while not as smooth as asphalt, it's one of the better chip seals to ride on. It was good to ride almost immediately after the chip seal was applied.

#### **Fourth Stop – Old Jackson Highway – Moose Creek**

Road History/Condition – This section has the same history as above except it didn't receive any sort of fog coat after the chips were applied.

Observations – There was some chip migration to the road edges and small chips and sand still on the road surface. Cyclists report that it's still a reasonable chip seal alternative but does not ride quite as smoothly as the section which had the GSB-88 fog seal. It was also not very rideable for some time after the chip seal was first applied and loose chips were present.

#### **Conclusions**

The bicycling community in both counties applauds the county engineers and road departments for their efforts to find a good balance between maintaining county roads for longevity and at the same time not negatively impacting alternative transportation modes such as cycling, roller blading, roller skiing, chariots and baby strollers. Recognizing that historical chip seal methods have not met those goals, it's great to see a willingness to test different surface treatments and use them when road conditions, traffic volumes and type of use warrant.

We recommend that when possible, a fog seal such as GSB-88 be used more frequently to retain the aggregate and wear surface by reintroducing binders to the asphalt, thus extending time before a new wear surface such as a slurry seal, micro seal or chip seal is needed. When the wear surface is such that it needs to be resurfaced, use of as smooth a treatment as possible should be used. Slurry seal and micro seal are good choices if funding allows. Recognizing that the least costly solution up front is not always the least costly when amortized over many years, we encourage the road departments to factor the costs over 10 & 15 year periods. When chip seal is determined to be the best option, we encourage the use of smaller chips – 1/4" size on roads where bicycle use can be expected.

We also recommend assessing the type of use present (or desired) on different roads, and surface treatments selected to best meet the needs. Roads with significant non-motorized use like cycling are good candidates for spending a little more for a smoother surface treatment, like micro or slurry seals, which will encourage those types of active transportation and help meet community comprehensive plan and transportation planning goals.

**Test Section #1 -- Old Jackson Highway, Teton County and Victor Idaho, 2012**



The Old Jackson Highway was chip sealed in 2012 with two test sections – The northern section has ¼” chips, with a top fog seal using GSB-88 Oil. The southern section also used ¼” chips, but without any fog seal over the chips.



**Test Section #1 north -- Old Jackson Highway, Teton County and Victor Idaho, 2013**



Old Jackson Highway northern section, spring 2013 after winter season. Chip seal remains quite secure, and surface GSB-88 fog seal is clearly visible, section along Mountainside Village. This style rides best for bicycle riders of all the chip seal methods tested.



**Test Section #1 north -- Old Jackson Highway, Teton County and Victor Idaho, 2013**



Close view of the north section, shoulder shows limited loose gravel was generated, and the ¼" chips still fully coated in oil. The top has been scraped by plows, but good coverage remains.



**Test Section #1 South -- Old Jackson Highway, Teton County and Victor Idaho**



Close view of the south section, no fog seal. Top photo, 2012 after chip seal with substantial loose chips, which are not good for cycling. Bottom photo, 2013 close up view, shoulder shows additional loose gravel was generated, and noticeable loose fine sand between the chips.



**Test Section #2 Fish Creek Road, Teton County Wyoming, 2012**



Fish Creek Road test was a 3/8" Chip Seal with CSS-1H top fog seal; this is a slightly larger chip, and a different type of fog seal from Idaho Test. Note visible larger chip in lower photo. Test section rides better than without top seal, but not as smooth as 1/4" chip tests.



**Test Section #2 Fish Creek Road, Teton County Wyoming, 2013**



Close view of the Fish Creek after winter season shows 3/8" chips still secured, but significantly less CSS-1H fog seal remains visible on the surface, compared to the GSB-88 oil on Old Jackson Highway test section. The GSB-88 is somewhat more expensive, but appears to wear better.



### Test #3 Seal Coat only, two different types of seal coat



[Note: above photo is from Arbon Valley, ID] The top portion of road received CSS-1 treatment; the bottom received GSB-88; application rates were the same. The difference in performance after a period of time is significant. The GSB-88 oil seal was used on 2000 South, east of highway, with surface coat and no chips, just top oil seal.



Old-style use of ½" Chip Seal on Fish Creek Road in 2007 -- extremely unpopular with bicycle riders as well as motorists concerned with broken windshields, higher road noise, and reduced gas mileage. This style of chip seal rides the worst off all tested sections for all wheeled nonmotorized users.

STATE OF IDAHO  
COUNTY OF TETON

} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county at the **Primary Election** held **May 17, 2016**, as shown by the records now on file in the County Clerk's office.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
County Board of Canvassers

Attest: \_\_\_\_\_  
Clerk

STATE OF IDAHO  
COUNTY OF TETON

} ss.

I, Mary Lou Hansen, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named as shown by the record of the Board of Canvassers filed in my office this 23<sup>rd</sup> day of May, 2016.

\_\_\_\_\_  
County Clerk

**TETON COUNTY RESULTS  
PRIMARY ELECTION MAY 17, 2016**

	UNITED STATES SENATOR				UNITED STATES REPRESENTATIVE DISTRICT 2				SUPREME COURT JUSTICE
	CON	CON	DEM	REP	CON	DEM	REP	REP	To Succeed: Roger S. Burdick
Precinct	Pro-Life	Ray J. Writz	Jerry Sturgill	Mike Crapo	Anthony Tompkins	Jennifer Martinez	Lisa Marie	Mike Simpson	Roger S. Burdick
1	0	0	59	222	0	60	54	182	253
2	0	0	28	113	0	28	20	100	122
3	0	0	32	54	0	32	15	38	70
4	0	0	45	107	0	46	31	76	139
5	0	0	28	89	0	28	16	75	92
6	0	0	43	127	0	43	19	109	151
7	0	0	39	175	0	41	36	140	196
8 Absentee	0	0	82	146	0	84	49	121	209
<b>Co. Total</b>	<b>0</b>	<b>0</b>	<b>356</b>	<b>1,033</b>	<b>0</b>	<b>362</b>	<b>240</b>	<b>841</b>	<b>1,232</b>

**TETON COUNTY RESULTS  
PRIMARY ELECTION MAY 17, 2016**

	SUPREME COURT JUSTICE				APPELLATE COURT JUDGE	VOTING STATISTICS				
	To Succeed: Jim Jones				To Succeed: Molly J. Huskey	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
Precinct	Robyn Brody	Sergio A. Gutierrez	Curt McKenzie	Clive J. Strong	Molly J. Huskey					
1	105	36	52	72	263	945	15	960	340	35.4%
2	37	26	23	33	123	743	9	752	175	23.3%
3	25	15	12	8	71	501	8	509	114	22.4%
4	39	40	32	30	145	823	10	833	202	24.2%
5	15	12	19	34	91	736	13	749	135	18.0%
6	46	20	33	38	145	855	12	867	207	23.9%
7	65	22	52	46	204	893	9	902	255	28.3%
8 Absentee	62	57	31	41	202				296	
<b>Co. Total</b>	<b>394</b>	<b>228</b>	<b>254</b>	<b>302</b>	<b>1,244</b>	<b>5,496</b>	<b>76</b>	<b>5,572</b>	<b>1,724</b>	<b>30.94%</b>

**TETON COUNTY RESULTS  
PRIMARY ELECTION MAY 17, 2016**

	LEGISLATIVE DIST 32			
	ST SEN		ST REP A	ST REP B
	DEM	REP	REP	REP
Precinct	Bob Fitzgerald	Mark R. Harris	Marc Gibbs	Tom Loertscher
1	54	211	210	211
2	24	109	103	103
3	26	50	46	51
4	41	95	94	97
5	30	80	79	82
6	43	111	114	114
7	35	163	163	161
8 Absentee	73	136	142	144
<b>CO. TOTAL</b>	<b>326</b>	<b>955</b>	<b>951</b>	<b>963</b>

**TETON COUNTY RESULTS  
PRIMARY ELECTION MAY 17, 2016**

Precinct	COUNTY COMMISSIONER					COUNTY SHERIFF		COUNTY PROSECUTING ATTORNEY		TETON COUNTY ROAD & BRIDGE LEVY	
	DIST 2		DIST 3			DEM	REP	DEM	REP W/I	In Favor Of	Against
	DEM	REP	DEM	REP	REP	DEM	REP	DEM	REP W/I		
	Bill Leake	Harley Wilcox	Stephen Dyer	Kelly C Park	Mark Ricks	Lindsey Moss	Tony Liford	Kathy Spitzer	Billie Jean Siddoway		
1	61	218	60	37	216	38	224	54	162	151	172
2	31	112	24	41	83	17	117	30	74	88	79
3	39	51	32	22	40	23	53	33	26	74	36
4	54	98	50	43	73	39	90	40	55	139	59
5	31	85	22	33	58	19	80	30	64	76	51
6	46	125	47	46	81	31	130	38	95	135	63
7	43	166	42	63	124	32	170	35	119	148	101
8 Absentee	89	147	85	60	119	61	145	80	88	183	106
<b>CO. TOTAL</b>	<b>394</b>	<b>1,002</b>	<b>362</b>	<b>345</b>	<b>794</b>	<b>260</b>	<b>1,009</b>	<b>340</b>	<b>683</b>	<b>994</b>	<b>667</b>

**TETON COUNTY RESULTS  
PRIMARY ELECTION MAY 17, 2016**

PRECINCT COMMITTEEMAN			
PRECINCT	PARTY	CANDIDATE NAME	VOTES RECEIVED
PRECINCT 1	Democrat	Broward Beage Atwater	67
	Republican	Brent Robson	270
PRECINCT 2	Democrat	Herbert J. Heimerl III	38
PRECINCT 4	Democrat	Elizabeth Card	51
	Republican	Dave Udy	111
PRECINCT 5	Democrat	Barbara Dery	46
PRECINCT 6	Democrat W/I	Scott Fitzgerald	7
	Republican	Marian Ruzicka	113
PRECINCT 7	Democrat	Marie T. Tyler	54
	Republican	Billie Jean Siddoway	195



Teton County Clerk

150 Courthouse Drive #208  
Driggs, Idaho 83422

May 19, 2016

TO: County Commissioners  
FROM: Mary Lou  
SUBJECT: Clerk's FY 2017 Budget Memo #2

1. **Administrative Fee.** The attached document shows updated amounts for FY 2017. Please let me know if you have any questions, or wish to make any modifications.
2. **Payment in Lieu of Taxes.** Federal PILT dollars can be used for any purpose approved by the Board. In the recent past, PILT payments helped fund construction of the courthouse and the law enforcement center. The FY 2014 (\$155,028) and FY 2015 (\$156,050) payments were deposited into the Solid Waste fund in order to minimize the amount of solid waste fee increase needed to collect sufficient funds for the landfill rehabilitation project. Please discuss whether you'd like to investigate the possibility of having the Solid Waste fund repay these dollars to the General fund in order to spend the PILT funds on roads or other capital projects.
3. **Transfer Station Bond.** Payments made during FY 2017 will mark the half-way point in paying off the County's 20-year bond. This means the bond can be paid off or refinanced. If County wants to pay off the bond using funds on hand, Auditor Brad Reed recommends that the General Fund loan the needed cash to the Solid Waste Fund, which would then make annual bond re-payments to the General Fund rather than to Idaho Bond Bank. This way the County would earn about 4% interest (see attached minutes). A refinancing proposal from Zions Bank is also attached.

# Administrative Fee Calculation: FY 2017

	FY 2015	FY 2016	FY2017
<b>Payroll &amp; HR Expense</b> (from previous year, includes 35% for taxes & benefits)			
1/2 FTE Payroll Clerk	21,500	21,663	23,186
1/10 time Elected Clerk	6,890	6,890	7,830
1/20 time County Commissioners	6,175	6,175	6,175
Annual fee for payroll software	3,011	3,011	3,101
<b>TOTAL PAYROLL &amp; HR EXPENSE</b>	<b>\$37,576</b>	<b>\$37,739</b>	<b>\$40,292</b>
Number of permanent FTEs (& equivalent)	69.5	72	75.5
Annual Amount per FTE	\$541	\$524	\$534
<b>Accounts Receivable &amp; Accounts Payable Expense</b>			
3/4 time FTE	41,593	41,000	41,000
Annual fee for financial software	10,330	10,330	10,433
<b>TOTAL AR &amp; AP EXPENSE</b>	<b>\$51,923</b>	<b>\$51,330</b>	<b>\$51,433</b>
<b>Outside Auditor Expense</b>			
<b>TOTAL OUTSIDE AUDITOR EXPENSE</b>	<b>\$18,625</b>	<b>\$20,446</b>	<b>\$19,132</b>
<b>Budget Expense</b>			
1/3 time Elected Clerk	22,965	22,965	26,074
1/10 time County Commissioners	12,350	12,350	13,095
<b>TOTAL BUDGET EXPENSE</b>	<b>\$35,315</b>	<b>\$35,315</b>	<b>\$39,169</b>
<b>Overhead Expenses</b>			
Office space & utilities	8,400	8,400	8,400
Office supplies, equip., IT support	5,000	5,000	5,000
<b>TOTAL OVERHEAD EXPENSE</b>	<b>\$13,400</b>	<b>\$13,400</b>	<b>\$13,400</b>
<b>Grand Total of All Expenses, excluding HR/Payroll</b>	<b>\$119,263</b>	<b>\$120,491</b>	<b>\$123,134</b>
<b>Fund Share as % of Total County Expenditures (per previous FY audit)</b>			
Solid Waste	10.05%	9.05%	12.14%
Mosquito Abatement District	3.27%	3.01%	3.25%
Ambulance	7.13%	7.10%	0.00%
Road & Bridge	17.53%	18.02%	19.25%
<b>Administrative Fee per Fund per Year</b>			
<b>Solid Waste</b>			
Payroll & HR (# of employees x amount/employee)	3,514	3,407	3,629
Cell (624), Landlines (\$972)	2,624	1,596	1,596
All Other Expenses (Fund % of Grand Total Annual Expense)	11,990	10,248	14,948
Public Works Director Expenses (35% of total expenses)	44,450	42,174	38,893
<b>TOTAL ANNUAL EXPENSE</b>	<b>\$62,578</b>	<b>\$57,426</b>	<b>\$59,067</b>
<b>Ambulance</b>			
Payroll & HR (# of employees x amount/employee)	14	14	0
All Other Expenses (Fund % of Grand Total Annual Expense)	8,507	8,043	0
GIS (\$10,000), Landline (\$324)	10,000	10,324	0
District Employee: 52 hours/year @\$32.60	1,690	1,695	0
<b>TOTAL ANNUAL EXPENSE</b>	<b>\$20,210</b>	<b>\$20,075</b>	<b>\$0</b>
<b>Road &amp; Bridge</b>			
Payroll & HR (# of employees x amount/employee)	6,218	6,488	6,404
GIS	10,000	10,000	10,000
All Other Expenses (Fund % of Grand Total Annual Expense)	20,902	20,410	23,703
Public Works Director Expenses (35% of total expenses)	42,483	42,174	38,893
<b>TOTAL ANNUAL EXPENSE</b>	<b>\$79,603</b>	<b>\$75,733</b>	<b>\$79,001</b>
<b>Mosquito Abatement District</b>			
Payroll & HR (# of employees x amount/employee)	108	108	108
All Other Expenses (Fund % of Grand Total Annual Expense)	3,906	3,409	4,002
Rent, phone, internet if had stand-alone office (\$500 x 12)	6,000	6,000	6,000
<b>TOTAL ANNUAL EXPENSE</b>	<b>\$10,014</b>	<b>\$9,517</b>	<b>\$10,110</b>

<b>FY13 Audit: Total Expenditure less Capital Improvements &amp; Capital Leases &amp; Bond &amp; Hospital</b>	<b>\$8,603,927</b>	
Solid Waste Expenditures	865,021	10.05%
Mosquito Abatement District	281,768	3.27%
Ambulance Expenditures	613,680	7.13%
Road & Bridge + levy Expenditures	1,507,920	17.53%
<b>FY14 Audit: Total Expenditure less Capital Improvements &amp; Capital Leases</b>	<b>\$9,273,879</b>	
Solid Waste Expenditures	839,140	9.05%
Mosquito Abatement District	279,094	3.01%
Ambulance Expenditures	658,559	7.10%
Road & Bridge + Levy Expenditures	1,671,201	18.02%
<b>FY15 Audit: Total Expenditure less Capital Improvements &amp; Capital Leases</b>	<b>\$8,697,785</b>	
Solid Waste Expenditures	1,055,946	12.14%
Mosquito Abatement District	284,357	3.27%
Ambulance Expenditures	0	0.00%
Road & Bridge Expenditures (inc. \$ from levy)	1,116,427	12.84%
<b>FY 12 Audit: Total Expenditure less Capital Improvements &amp; Capital Leases</b>	<b>\$8,397,039</b>	
Solid Waste Expenditures	767,954	9.15%
Mosquito	273,063	3.25%
Ambulance Expenditures	618,847	7.37%
Road & Bridge Expenditures	1,616,561	19.25%

<b>Solid Waste FTEs &amp; Cell phone info</b>	
FY 2015 budget	6.5
FY 2016 budget	6.8
1 cell phone w/data plan @\$52/month	\$624

<b>Public Works Director Expenses (current FY)</b>	
Per 01-08 budget	\$110,500
1 Cell Phone w/data @ \$52/month	\$624
<b>TOTAL</b>	<b>\$111,124</b>

<b>Road &amp; Bridge FTEs</b>	
June 2014	11.5
May 2013	10
per FY 2016 budget	12
per FY 2015 budget	12

<b>Mosquito District Employees</b>	
per FY 2016 budget	0.2

**AFFORDABLE HOUSING.** How to increase affordable housing has been discussed by the Mayors, planning staff and Board Chair at several recent meetings of the Council of Governments. As a result of those meetings Mr. Boal and the City Planners for Driggs and Victor prepared a memo outlining their ideas for the next steps forward, beginning with the establishment of a joint County-City-City Housing Authority. The Board discussed these ideas and recommendations (Attachment #7).

Commissioner Park said cities should be responsible for this effort and Chairman Leake wondered why the county would have any involvement if affordable housing should be located in the cities. He wants to understand what a housing authority "buys" the county before deciding whether it should be re-activated.

Commissioner Riegel agreed that affordable housing should be located in the cities, but said the county does have a role. She pointed out that affordable housing was a component of the county's Economic Development and Comprehensive Plans. However, she believes it would be a mistake to re-establish a Housing Authority without first understanding the specific tools available in Idaho and providing the appointed Housing Authority Commissioners with clear direction. Commissioner Riegel suggested the county use their \$5,000 budget to hire a housing expert to identify the tools available and make recommendations regarding the best tools for a new Housing Authority in Teton County. She volunteered to write a Scope of Work to be used to hire such a housing expert.

Before making a decision regarding a housing expert, the Board agreed to meet with the Mayors and other city officials/staff during their February 22 meeting in order to discuss their intent.

## **FY 2015 AUDIT REPORT**

Rudd & Company CPA Brad Reed reviewed Teton County's audit and financial statements for FY 2015. He reviewed his firm's January 20 letters regarding governance and audit findings. Mr. Reed was happy to report that Rudd & Co. encountered no difficulties or disagreements during the audit and discovered no material weaknesses. He commended the Commissioners, Clerk and Treasurer for their commitment to doing what is right and said the county's finances are in good shape. Mr. Reed recommended that the 4H bank accounts be incorporated into the County-wide budgeting and financial system.

The county bank balances totaled \$6,153,191 on Sept. 30. All but \$985,229 was insured or collateralized. Mr. Reed commended Treasurer Palm for her efforts to reduce the amount of unsecured assets from last year's total of \$4,808,415. Although the county's cash is much more secure than previous years, Mr. Reed said the Board should discuss how much cash was actually needed.

→ He pointed out that the unassigned General Fund balance represents 58% of the FY 2016 budget. Although he recommends having enough cash on hand to fund 3-4 months of operations, this represents quite a bit more than necessary. If the Board wants to pay off the 20-year solid waste bond early, Mr. Reed recommended that the General Fund loan the surplus cash to the Solid Waste Fund, which would then make annual bond re-payments to the General Fund rather than the Idaho Bond Bank. This way the county would earn 4+% interest.

## **ADMINISTRATIVE BUSINESS**

● **MOTION.** Commissioner Park made a motion to approve the minutes of January 11. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Riegel made a motion to approve Certificates of Residency for Steven Cohurn, Omar Martinez-Carrillo, Annika Tolman and Ivan Cayetano. Motion seconded by Commissioner Park and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve Resolution 2016-0125 Ordering a Special Road & Bridge Levy Election to be held May 17, 2016. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #8)

The Board discussed Clerk Hansen's memo proposing a modification of fees charged for Remote Terminal Access (Attachment #9). They decided the changes should be delayed until the fee schedule is updated in September.

Transfer Station  
 Bond amortization  
 schedule for current  
 bond paid off in  
 FY2027

TETON COUNTY, IDAHO

SOLID WASTE DISPOSAL PROMISSORY NOTE, SERIES 2007  
 SOLID WASTE DISPOSAL FACILITY IMPROVEMENT PROJECT  
 PRINCIPAL AMOUNT \$3,000,000

RECEIPT FOR NOTE

RECEIPT IS HEREBY ACKNOWLEDGED from Teton County, Idaho (the "County"), of the County's fully registered Solid Waste Disposal Promissory Note, Series 2007, issued in the principal amount of \$3,000,000.

The Note is dated as of November 1, 2007, is issued in fully registered form payable in the principal amounts and at the rates of interest as shown in the following schedule:

Period	Principal	Coupon	Interest	Debt Service	<u>Annual</u> <u>Debt Service</u>
03/15/2008			45,790.31	45,790.31	-
09/15/2008	90.000	4.125%	61,509.38	151,509.38	197,299.69
03/15/2009			59,653.13	59,653.13	-
09/15/2009	105.000	4.125%	59,653.13	164,653.13	224,306.26
03/15/2010			57,487.50	57,487.50	-
09/15/2010	110.000	4.125%	57,487.50	167,487.50	224,975.00
03/15/2011			55,218.75	55,218.75	-
09/15/2011	115.000	4.125%	55,218.75	170,218.75	225,437.50
03/15/2012			52,846.88	52,846.88	-
09/15/2012	120.000	4.000%	52,846.88	172,846.88	225,693.76
03/15/2013			50,446.88	50,446.88	-
09/15/2013	125.000	4.000%	50,446.88	175,446.88	225,893.76
03/15/2014			47,946.88	47,946.88	-
09/15/2014	125.000	4.000%	47,946.88	172,946.88	220,893.76
03/15/2015			45,446.88	45,446.88	-
09/15/2015	130.000	4.125%	45,446.88	175,446.88	220,893.76
03/15/2016			42,765.63	42,765.63	-
09/15/2016	140.000	4.125%	42,765.63	182,765.63	225,531.26
03/15/2017			39,878.13	39,878.13	-
09/15/2017	145.000	4.125%	39,878.13	184,878.13	224,756.26
03/15/2018			36,887.50	36,887.50	-
09/15/2018	150.000	4.000%	36,887.50	186,887.50	223,775.00
03/15/2019			33,887.50	33,887.50	-
09/15/2019	155.000	4.000%	33,887.50	188,887.50	222,775.00
03/15/2020			30,787.50	30,787.50	-
09/15/2020	160.000	4.000%	30,787.50	190,787.50	221,575.00
03/15/2021			27,587.50	27,587.50	-
09/15/2021	170.000	4.000%	27,587.50	197,587.50	225,175.00
03/15/2022			24,187.50	24,187.50	-
09/15/2022	175.000	4.125%	24,187.50	199,187.50	223,375.00
03/15/2023			20,578.13	20,578.13	-
09/15/2023	180.000	4.125%	20,578.13	200,578.13	221,156.26
03/15/2024			16,865.63	16,865.63	-
09/15/2024	190.000	4.125%	16,865.63	206,865.63	223,731.26
03/15/2025			12,946.88	12,946.88	-
09/15/2025	195.000	4.125%	12,946.88	207,946.88	220,893.76
03/15/2026			8,925.00	8,925.00	-
09/15/2026	205.000	4.250%	8,925.00	213,925.00	222,850.00
03/15/2027			4,568.75	4,568.75	-
09/15/2027	215.000	4.250%	4,568.75	219,568.75	224,137.50
	3,000,000		1,445,124.79	4,445,124.79	4,445,124.79

May 18, 2016

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

Dear Commissioners,

Zions Bank Public Finance is pleased to present the terms and conditions below to advance refund the callable maturities of the county's Series 2007 Solid Waste Bonds. Two scenarios are presented -- Scenario A maintains the existing final maturity of 09/15/2027, and Scenario B shortens that maturity by one year to 09/15/2026.

	Scenario A	Scenario B
Size:	Up to \$1,795,000 (statutory limit)	
Term:	11 years (09/15/2027 maturity)	10 years (09/15/2026)
Rates:	Fixed rates on 2017-2026 maturities, 2027 maturity resets on 09/15/2026 at 1-year FHLB rate + 0.30% (floor of 1.23%, cap of 6.23%). See Table A below.	Fixed rates on all maturities. See Table A below.
Purchaser's Fee:	1% of par (up to \$17,950)	
Security*:	Net revenue pledge (net operating revenue before capital improvements)	
Call Feature:	Callable (prepayable) anytime at par plus accrued interest if bonds are issued at par. See commentary below in "Additional Considerations" regarding this provision.	
Est. Savings (net of all costs):	\$170,120 cash flow savings (worst case rate reset)	\$205,592 cash flow savings
Covenant A*:	Rate covenant of 1.25x net revenues	
Covenant B*:	Additional bonds test of 1.25x net revenues	
Debt Service Reserve Fund (DSRF)*:	No initial reserve requirement. "Springing" reserve triggered if debt service coverage falls below 1.50x in any year. "Springing" reserve requires 1/5 of total DSRF requirement be deposited with trustee each year coverage is below 1.50x, up to five years. Total DSRF requirement is 10% of par (\$179,500), if triggered.	
Legal:	Requires valid and binding tax-exempt opinion from bond counsel firm acceptable to Zions Bank.	
Paying Agent/Trustee:	Zions Corporate Trust in Boise will act as paying agent. Trustee functions will only be required if the "springing" reserve requirement detailed above is triggered.	
Additional Terms:	CUSIPs required (Zions to order at its own expense)	
Quote Expiration:	This proposal is valid for 60 days if signed and accepted within 15 days	

*\*Term or condition is identical to or more favorable than existing Idaho Bond Bank loan*

**TABLE A**

Maturity (September 15)	Scenario A	Scenario B
2017	1.14%	
2018	1.18%	
2019	1.23%	
2020	1.29%	
2021	1.43%	
2022	1.58%	
2023	1.72%	
2024	1.88%	
2025	2.03%	
2026	2.18%	
2027	N/A	2.18% Initial Rate

**Additional Considerations** – Refunding the County’s Series 2007 Solid Waste Revenue Bonds, which were funded through an Idaho Bond Bank Authority loan, presents unique challenges and complexity. Advance refunding an Idaho Bond Bank Authority loan requires collaboration with the Bond Bank, its bond counsel, and its escrow agent in order to secure an escrow for the bonds being refunded. So far in 2016, Zion has advised the Madison and Minidoka School Districts in this process, and assisted the districts in selling refunding bonds in the open market. Additionally, Zions is currently assisting the Madison Library District in this same process, though with a bank purchaser as opposed to a market issuance. Given this experience, Zions is uniquely qualified to refinance the County’s Bond Bank loan as we understand the required process and can avoid unnecessary delays, confusion, and added cost.

Given the County’s desire for the ability to prepay at any time, Zions is proposing to purchase the County’s refunding bonds directly. This ability to prepay at will is contingent on issuing the refunding bonds at par (no premium), which will require a contribution from the County to fund issuance costs and a portion of the refunding escrow. This contribution is estimated at \$143,000, of which approximately \$46,000 covers issuance costs (purchaser’s fee, bond counsel, Bond Bank counsel, escrow agent, etc.), and the remainder is used to fund the escrow. Note that the portion of the contribution used to fund the escrow is not a fee or added cost, it is a pre-payment of interest expense on the maturities being refunded. Alternatively, the County could borrow this \$143,000 through premium and make no contribution, however this option reduces the overall savings and eliminates the ability to prepay at any time.

Zions recognizes that the terms provided are likely foreign to the County due to the complexity of advance refunding a Bond Bank loan. As such, we ask that the Commission afford us the opportunity to discuss and clarify any parts of this proposal which may be confusing.

Thank you for the opportunity to present our terms for your consideration.

Sincerely,

Acceptance:



Christian Anderson  
Vice President

Bill Leake  
Chair

**Teton County, Idaho**

\$1,795,000 Solid Waste Revenue Refunding Bonds

Dated July 1, 2016

(Refund Series 2007A)

*if re-finance  
per Zion's Bank  
proposal + pay off  
in FY 2027, annual  
payments  
would be:*

**Net Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S	Fiscal Total
07/01/2016	-	-	-	-	-	105,865.45	-
09/15/2016	-	-	-	-	145,878.13	145,878.13	251,743.58
03/15/2017	-	-	21,310.95	21,310.95	2,990.63	24,301.58	-
09/15/2017	12,000.00	1.140%	15,102.25	27,102.25	147,990.63	175,092.88	199,394.46
03/15/2018	-	-	15,033.85	15,033.85	-	15,033.85	-
09/15/2018	168,000.00	1.180%	15,033.85	183,033.85	-	183,033.85	198,067.70
03/15/2019	-	-	14,042.65	14,042.65	-	14,042.65	-
09/15/2019	169,000.00	1.230%	14,042.65	183,042.65	-	183,042.65	197,085.30
03/15/2020	-	-	13,003.30	13,003.30	-	13,003.30	-
09/15/2020	170,000.00	1.290%	13,003.30	183,003.30	-	183,003.30	196,006.60
03/15/2021	-	-	11,906.80	11,906.80	-	11,906.80	-
09/15/2021	175,000.00	1.430%	11,906.80	186,906.80	-	186,906.80	198,813.60
03/15/2022	-	-	10,655.55	10,655.55	-	10,655.55	-
09/15/2022	176,000.00	1.580%	10,655.55	186,655.55	-	186,655.55	197,311.10
03/15/2023	-	-	9,265.15	9,265.15	-	9,265.15	-
09/15/2023	177,000.00	1.720%	9,265.15	186,265.15	-	186,265.15	195,530.30
03/15/2024	-	-	7,742.95	7,742.95	-	7,742.95	-
09/15/2024	182,000.00	1.880%	7,742.95	189,742.95	-	189,742.95	197,485.90
03/15/2025	-	-	6,032.15	6,032.15	-	6,032.15	-
09/15/2025	183,000.00	2.030%	6,032.15	189,032.15	-	189,032.15	195,064.30
03/15/2026	-	-	4,174.70	4,174.70	-	4,174.70	-
09/15/2026	189,000.00	2.180%	4,174.70	193,174.70	-	193,174.70	197,349.40
03/15/2027	-	-	2,114.60	2,114.60	-	2,114.60	-
09/15/2027	194,000.00	2.180%	2,114.60	196,114.60	-	196,114.60	198,229.20
<b>Total</b>	<b>\$1,795,000.00</b>	<b>-</b>	<b>\$224,356.60</b>	<b>\$2,019,356.60</b>	<b>\$296,859.39</b>	<b>\$2,422,081.44</b>	<b>-</b>

## Contingency Fund Expenditures for FY 2016

Date	Check #	Vendor Name or Resolution #	Description	Decrease	Increase	Balance	Approval Date
<b>General Fund Contingency Account: 01-18-526</b>				<b>Beginning Balance</b>		<b>\$128,000.00</b>	
		Resolution 2016-0111	Help completing All Hazards Mitigation Plan	4,000.00		124,000.00	9/25/2015
		Resolution 2016-0111	Noteworthy Performance Award for T. Jones	500.00		123,500.00	10/26/2015
		Resolution 2016-0111	Underbudgeted IT needs for FY 2016	23,683.00		99,817.00	10/26/2015
11/10/15	298	Sign Pro	Interior courthouse signage	858.00		98,959.00	10/26/2015
		Resolution 2016-0111	Underbudgeted masonry repair expense for FY 2016	24,000.00		74,959.00	11/9/2015
12/28/15	707	Teton Valley Bus Dev Center	Implement Tourism component of Ec Dev Plan	10,000.00		64,959.00	12/28/2015
02/09/18	1000	Teton County Road & Bridge	Reimburse expenses related to SnowFest	1,855.00		63,104.00	FY16 budget
	tbd	City of Driggs	Matching funds for July 4th Fireworks	5,000.00		58,104.00	2/22/2016
		Resolution 2016-0411	Increase IT contractor budget	10,000.00		48,104.00	3/14/2016
		Resolution 2016-0411	Purchase items needed to upgrade county's SAN	45,000.00		3,104.00	3/14/2016
04/11/16		Resolution 2016-0411	Re-allocate unspent funds budgeted for animal control		35,000.00	38,104.00	4/11/2016
	tbd	Navigate	Partial payment for Scope of Work	5,500.00		32,604.00	5/9/2016
<b>Road&amp;Bridge Contingency Account: 02-00-526</b>				<b>Beginning Balance</b>		<b>\$20,000.00</b>	
	tbd		Local match for Cache Bridge Project	10,000.00			3/14/2016
<b>Court Contingency Account: 06-01-526</b>				<b>Beginning Balance</b>		<b>\$10,000.00</b>	
<b>Solid Waste Contingency Account: 23-00-526</b>				<b>Beginning Balance</b>		<b>\$10,000.00</b>	
11/10/15	172	Alphagrphics	Solid Waste Fee fact sheet for mailing with tax notices	817.65		9,182.35	
<b>Road Levy Contingency Account: 33-00-526</b>				<b>Beginning Balance</b>		<b>\$10,000.00</b>	
<b>Ambulance Contingency Account: 50-00-526</b>				<b>Beginning Balance</b>		<b>\$5,000.00</b>	

# Teton County Ambulance Service District Minutes: May 16, 2016

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

## AGENDA

1. Approval available minutes
  2. Ambulance Service decision
- 

**COMMISSIONERS PRESENT:** Bill Leake, Kelly Park, Cindy Riegel

**OTHER ELECTED OFFICIALS PRESENT:** Fire District Commissioners Kent Wagener, Jason Letham and Scott Golden, County Clerk Mary Lou Hansen

**OTHER HOSPITAL & FIRE DISTRICT OFFICIALS PRESENT:** Teton Valley Health Care CEO Keith Gnagey and CFO Wesley White, Fire Chief Brett Campbell and Division Chief Earle Giles

Chairman Leake called the meeting to order at 9:31 am.

● **MOTION.** Commissioner Riegel made a motion to approve the Ambulance Service District minutes of May 9, 2016. Motion seconded by Commissioner Park and carried.

**FIRE DISTRICT PROPOSAL.** Fire Commissioner Letham briefly reviewed their Options A and B, which were discussed in detail during the Board's January 25 meeting, and Option C, which was discussed March 28. Since learning that Teton Valley Health Care (Hospital) is not interested in providing patient transfers only (Option C), the Fire District (FD) is now proposing another alternative, Option D, with the following provisions (Attachment #1):

- FD will respond to all 911 calls for emergency medical services (EMS)
- FD will provide patient transfers with FD personnel and/or assistance from Air Idaho, Madison Fire/EMS, Bonneville Fire/EMS
- FD will hire three additional paramedic firefighters
- FD will accept no payments from the Ambulance Service District (ASD)
- FD will not utilize any Foregone Taxes
- Patient revenue from 911 calls/transfers and revenue from Wyoming EMS contract will provide the additional funds needed for FD's EMS operations
- FD will continue to pay 25% of dispatch costs
- FD will absorb all current ASD expenses, *except* the 25% of dispatch costs being paid by ASD for EMS dispatch services (*there will be no ASD Administrative Fee if ASD is dissolved*)
- ASD will provide/purchase ambulances while ASD exists

Chief Campbell said this is an opportunity to save taxpayers over \$500,000 by re-setting the current way of providing ambulance services. He stressed that the Fire District is committed to healing and improving relations with the Hospital and predicted that removing the current "seed of competition" between the two entities would make that possible.

**HOSPITAL PROPOSAL.** Mr. Gnagey said the Hospital is very interested in maintaining the current partnership model and provided an outline of their proposal for improving the system (Attachment #2). The proposal included the following significant changes to the current contract:

- Single, multi-year contract signed by three entities: ASD, FD and Hospital
- ASD hire a Medical Director and EMS Director to supervise all EMS staff (FD and Hospital employees) with the cost paid 50/50 by FD and Hospital (their respective budgets already include amounts for these expenses)
- ASD procure a single ambulance license
- FD no longer receives \$140,000

- ASD payment to Hospital reduced by \$210,000 (\$70,000 + \$140,000 no longer paid to FD)
- ASD earmark \$210,000 for future ambulance replacement
- FD staff spend agreed-upon hours at hospital each month

**Overall Staffing.** Mr. Gnagey said the Fire District's Option C (FD respond to all 911 calls and Hospital provide all patient transfers) would not work for the Hospital because it requires the current number of EMS personnel without the current income. However, he said the Hospital could provide daytime transfers. Mr. Gnagey said losing ASD-funding for nighttime staff would be the most significant impact to the Hospital if they lose the ambulance contract. Commissioner Riegel asked if it would be possible for the FD to have their EMS personnel stationed at the Hospital at night to help in the emergency room and do night time patient transfers.

Chief Campbell described the shift schedule utilized by fire departments across the country, as well as in Teton County. FD shifts involve back-to-back 24-hour work periods, with scheduled time for sleeping. Such "A, B, C" shifts enable fire departments to staff a 24/7/365 position with 3.0 full-time employees. In contrast, 4.3 full-time employees are needed to staff a 24/7/365 position if the employee must remain awake during the entire shift, which is a requirement for Hospital EMS personnel.

Chief Campbell said these different staffing models make it impossible for the FD to provide nighttime staffing support at the Hospital and is one reason why the FD can provide ambulance services at less cost than the Hospital. In addition, the FD recently re-structured for additional efficiency and savings after the resignation of two Division Chiefs.

Mr. Gnagey explained that the Hospital requires a minimum "front-line" staff of four people awake and available 24/7/365. Without the ASD contract, the Hospital will lose funding for two nighttime EMS personnel. They would replace these two personnel with a single person, but would need to hire 2.5-3.0 full-time employees in order to have that single person available when needed.

**Medical Director, EMS Director & EMS Advisory Board.** Commissioner Riegel said having two separate EMS Directors and Medical Directors with differing protocols wasn't helping the two teams of EMS professionals work together. Chief Campbell and Mr. Gnagey agreed that hiring a single Medical Director would be best and believe that the Medical Director should have an established and ongoing relationship with the Hospital. They said having a single Medical Director and a single set of protocols would help eliminate the current bickering between FD and Hospital staff. Mr. Gnagey said a Medical Director contract would cost up to \$18,000; the FD has budgeted \$12,000 for the position.

Chief Campbell said the Hospital's proposal to continue the partnership model under a single EMS Director would not work. He described the FD's organizational structure and said there was no possibility that FD personnel could be supervised by an ASD employee.

The entire group agreed that establishing an EMS Advisory Board would improve communication between the various entities and the community.

**Finances.** Chief Campbell said the Hospital's proposal to eliminate the FD's \$140,000 payment was not acceptable to the FD because it would require them to increase their tax levy in order to continue staffing ambulances in Victor and Driggs.

Regarding future billing practices, Mr. Gnagey said the Hospital receives a higher reimbursement rate from insurance companies due to their established contracts. Chief Campbell said he has had detailed discussions with their intended billing provider and has a clear understanding of how much patient revenue to expect. Both men agreed that the Medicare reimbursement rate for ambulance services would be the same regardless of which entity did the billing.

Chief Campbell and the Fire Commissioners stressed the fact that their proposal would save taxpayers more than \$500,000. The Hospital's proposal would save taxpayers \$210,000, including the \$140,000 saved by eliminating the Hospital's annual payment to the FD for staffing two ambulances.

Commissioner Leake said the ASD was not required to obtain bids for the provision of ambulance services. However, the two proposals currently being discussed clearly illustrated the cost differential between the two entities.

**Community Paramedic Services.** Mr. Gnagey believes the future of health care will require EMS staff to treat patients in their own homes on a preventative basis. This will not require use of an ambulance, but will require trained personnel. Chief Campbell said he was certain that the FD and Hospital could work out a way to utilize FD personnel for community paramedic services.

**Additional Comments made during the five-hour discussion:**

Chairman Leake: Combining Fire and EMS services is a national and state-wide trend because it results in more efficient use of manpower; the most common nation-wide practice is for fire departments to run ambulances and for hospitals to accept patients delivered by those ambulances; the Hospital is one of the community's most important assets.

Commissioner Riegel: Need to get the FD and Hospital working together; maintaining the status quo does not solve the current redundancy problem; ideally, Search & Rescue volunteers would be supervised by the same Medical Director as the ambulance service; State statutes authorize the County to levy a tax to provide ambulance services if they are not otherwise "reasonably available;" if decision is made to let FD provide ambulance services, goal should be eventual dissolution of the ASD provided FD is able to fulfill their commitments.

Commissioner Park: Would be best to maintain the status quo, but with a three-way contract if that's legally feasible; everyone at the table is a friend; would ASD be eliminating a tax, or shifting a tax?; do not want to take a chance with the stability and future of the Hospital.

Hospital CEO & CFO: Hospital is losing about \$140,000 per year to operate the ambulance; hospitals do not do transports.

Fire District Commissioners & Staff: New State law requires a public hearing process before Foregone tax amounts can be levied; maintaining the status quo does not solve the ASD funding shortfall problem; we have spent too many hours talking about this not to make some changes; the FD/Hospital relationship became strained when the FD began staffing the ambulance in Victor; Hospital cannot fulfill current contract without FD assistance; Hospital is a formidable organization.

● **MOTION.** Chairman Leake made a motion to provide notice to Teton Valley Health Care that the Ambulance Service District intends to terminate its contract for ambulance services and will negotiate the desired timing with TVHC. The contract is being terminated so that the ASD can transition all ambulance operations to Teton County Fire Protection District per today's Option D, with the following additional conditions:

1. The Fire District will provide ambulance service for all 911 calls and patient transfers;
2. The ambulance Medical Director will be a TVHC employee, or else a member of a physicians group contracted with TVHC, and will be an expense paid by the ASD;
3. The ASD will fund 25% of the County's dispatch costs;
4. The ASD will purchase one new ambulance during FY 2017;
5. The ASD will establish an Emergency Medical Services Advisory Board; and
6. The ASD intends to hold TVHC harmless relative to costs connected with the termination of their EMS employees, which have been estimated to be no more than \$130,000.

The motion was seconded by Commissioner Riegel and carried, with Commissioner Park opposed because he doesn't think there will be any actual savings for taxpayers.

**Next Steps.** The current contract requires a 180-day notice of termination, but allows for a shorter time period if agreed to by both parties. Mr. White said the Hospital would probably begin losing employees immediately, which would make it difficult to continue their ambulance operations for 180 days. Chief

Campbell said the FD would prefer to begin providing all ambulance services October 1, but could start earlier if necessary. Mr. Gnagey said the Hospital would evaluate their options and circumstances before deciding their preference.

● **MOTION.** At 1:55 pm Chairman Leake made a motion to adjourn as the Ambulance Service District and reconvene as the Board of County Commissioners. Motion seconded by Commissioner Riegel and carried.

\_\_\_\_\_  
Bill Leake, Chairman

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

Attachment: #1 Fire District Option D  
              #2 Hospital Proposal for Joint Ambulance

Draft

# Board of Teton County Commissioners

## MINUTES: May 9, 2016

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

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

**PUBLIC WORKS** – Darryl Johnson

1. Solid Waste
  - a. Spring Clean Up Day is May 14<sup>th</sup>
  - b. Metal Recycling
2. Road & Bridge
  - a. Gravel Stabilization Contract
  - b. Pulling Shoulders on County Roads
3. Engineering
  - a. Ski Hill Road Treatment
4. Facilities
  - a. Portable Toilets at Access Points Along Teton River

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

**10:00 LETTER OF SUPPORT FOR SOUTHERN VALLEY REC PROJECT**

**PLANNING AND BUILDING** – Jason Boal

1. Land Use Development Code
2. Building Plan Review MOU – City of Victor
3. Planning and Building Department Transition Discussion

**EMERGENCY MANAGEMENT/IT** – Greg Adams

1. Projects Accomplished
2. Mosquito Abatement District's Tire Drive
3. National Cascadia Rising Exercise
4. Generator Funding Sources
5. Future Appointments

**11:00 AMBULANCE SERVICE DISTRICT**

1. Approve Available Minutes
2. Ambulance Service Contract Discussion

**1:00 PROPERTY DEED AUCTION**

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

1. Approve Available Minutes
2. Other Business
  - a. Beer & wine licenses, if any
  - b. Remote Terminal Access Agreement
  - c. Affordable Housing
  - d. Planning and Building Department Restructuring
  - e. Communication Update
  - f. IACC conference June 7-9
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)(a)(b)(d)& (f)

**ADJOURNMENT**

**COMMISSIONERS PRESENT:** Kelly Park, Bill Leake, Cindy Riegel

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

Chairman Leake called the meeting to order at 9:01 am and led the Pledge of Allegiance.

## **PUBLIC WORKS**

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

● **MOTION.** Commissioner Park made a motion to award the magnesium chloride contract to low bidder Mountain Valley Construction with a cost not to exceed \$50,880. Motion seconded by Commissioner Riegel and carried unanimously.

Mr. Johnson described the chip seal/fog seal options for Ski Hill Road and the fact that cyclists prefer a smoother surface. Chip seal provides a structural wearing surface (chips) and is recommended every 6-7 years. Fog seal is a waterproof coating and is recommended every 3-4 years. Mr. Johnson is working to understand the pros and cons before making a final decision regarding Ski Hill Road.

## **OPEN MIC**

Driggs Mayor Hyrum Johnson said the City is taking no formal position regarding ambulance services, but regrets the vitriol of the debate. Regarding affordable housing, he suggested that the cities assume primary responsibility.

Harley Wilcox provided affordable housing information from Teton County Wyoming and questioned the wisdom of creating housing for Wyoming workers.

Victor Mayor Jeff Potter said it was critical to maintain a staffed fire truck and ambulance in Victor and that the ambulance debate was eroding the public trust in both entities involved. He believes county affordable housing efforts should be directed by the cities and should assist local families working in Teton County, Idaho.

Kendal Jolley, Janine Jolley and Cindy Benson all spoke about their unbuildable parcel problems, which have been discovered recently even though they followed a county-approved process ten years ago.

Shawn Hill of Valley Advocates for Responsible Development spoke about affordable housing.

Nan Pugh spoke about the ambulance decision and said any costs savings would probably help the school district pass a future bond.

## **SOUTHERN VALLEY RECREATION PROJECT**

Multi-use trails on Forest Service land near the Mike Harris campground have been identified during a multi-year process and the County has been asked to support the project. The Board approved sending a letter conveying their general support of the project and concept of new multi-use trails without specifying a preference for any particular option. (Attachment #2)

## **PLANNING, BUILDING & WEEDS**

● **MOTION.** Commissioner Park made a motion to approve the Interagency Agreement with Victor for Occasional Plan Review Services. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #3)

Planning Administrator Jason Boal said the County would provide services only if Victor's building inspector had a conflict of interest. The County's plan review would only evaluate compliance with building codes, not with Victor's zoning code.

The Board discussed transition plans in preparation for Mr. Boal's May 20 departure (Attachment #4). They decided to name Planner Kristin Rader as acting administrator until a new Planning Administrator is hired. Mr.

Boal will prepare the FY 2017 budget requests for his departments. He plans to request a part-time building inspector.

Regarding the County's Impact Fee Ordinance as mentioned in Mr. Boal's memo, Clerk Hansen said such fees must be spent within eight years of the date they were collected unless a specific extension is requested per statute. Fees were first collected in December of 2008 and have been spent for Sheriff, Circulation and EMS facilities. However, Mr. Boal's ongoing discussions with the Fair Board have not yet resulted in the approval and expenditure of any Recreation Facility fees.

The Board will hold a joint meeting with the Planning & Zoning Commission on May 10 to discuss the new land use development code.

## **EMERGENCY MANAGEMENT, MAD & IT**

Administrator Greg Adams reviewed his monthly report (Attachment #5). The Board had questions about the \$500,000 Pre-Disaster Mitigation generator grant so Mr. Adams returned later in the day with additional information (Attachment #6). The grant would provide funding to purchase two mobile generators and to set up transfer switches and outside plug-ins at about 15 sites. A 25% local match is required. Mr. Adams said the School District will provide match amounts for their buildings and he is working to obtain similar commitments from the cities. If approved, the project would take place during FY 2018.

- **MOTION.** Commissioner Park made a motion to approve the \$500,000 Pre-Disaster Mitigation generator grant application. Motion seconded by Commissioner Riegel and carried unanimously.

## **AMBULANCE SERVICE DISTRICT**

- **MOTION.** At 10:53 am Chairman Leake made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Park and carried. (See Attachment #7 for the Ambulance Service District minutes.)

The Board of County Commissioners Meeting resumed at 11:43 am.

## **EXECUTIVE SESSION**

- **MOTION.** At 11:45 am Commissioner Riegel made a motion for Executive Session to discuss personnel, indigent and legal matters pursuant to IC 74-206(1) (a)(b)(d) & (f). Motion seconded by Commissioner Park and carried. The Executive Session ended at 12:56 pm.

- **MOTION.** Commissioner Park made a motion to deny indigent case #1T 2016-10005 because the hospital withdrew the application. Motion seconded by Commissioner Riegel and carried unanimously.

- **MOTION.** Commissioner Park made a motion to deny indigent case #1T 2014-10004 because the county is not the last resource. Motion seconded by Commissioner Riegel and carried unanimously.

## **TAX DEED AUCTION**

Executive Assistant Holly Wolgamott said the two Sagewood Subdivision parcels had been redeemed so would not be auctioned. She welcomed the 20 registered bidders and introduced auctioneer Dan Williams. He proceeded to conduct the auction, during which five parcels were sold. (Attachment #8)

## **ADMINISTRATIVE BUSINESS**

- **MOTION.** Commissioner Park made a motion to approve the minutes of April 25 and May 4 as presented. Motion seconded by Commissioner Riegel and carried unanimously.

- **MOTION.** Commissioner Park made a motion to approve the Remote Terminal Access Agreement with Pioneer Title Company. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #9)

**AFFORDABLE HOUSING.** The Board reviewed the proposed Scope of Work to develop housing program goals and objectives provided by Christine Walker of Navigate in response to the Board's March 28 request (Attachment #10). They discussed the comments made by Mayors Johnson and Potter regarding the cities' desire to take the lead in developing a housing program, along with the "Steps Forward" memo submitted by city and county planners (Attachment #11).

Ms. Walker said the intent of the proposal is to allow all elected officials to discuss their goals and objectives related to affordable housing and then hold public meetings to develop a consensus about what an affordable housing program should strive to achieve in Teton County. These goals and objectives will allow the county and cities to take informed steps toward achieve the goals, as opposed to establishing a Housing Authority without a defined work plan.

Commissioner Riegel believes the Navigate proposal would provide the information needed to move the discussion forward in an organized way. The Board discussed whether to ask the cities to review the proposal before proceeding and whether Navigate should interview a few realtors and business leaders in addition to elected officials. They decided it would be best to follow the process outlined by Ms. Walker but to make certain that folks understand that public comments will be heard before the goals and objectives are finalized.

Ms. Wolgamott was assigned the task of coordinating the project with Ms. Walker. Commissioner Riegel volunteered to assist as necessary. Shawn Hill of VARD offered to write a synopsis of the actions and findings of the previous county Housing Authority Commission since he has already spent considerable time reviewing their minutes and recorded meetings. Prosecutor Spitzer will be asked to provide the requested summary of relevant statutes.

● **MOTION.** Commissioner Park made a motion to approve the scope of work and budget for the housing program goals and objectives as proposed by Navigate using \$5,000 from the Housing Authority budget and \$5,500 from the county's contingency account. Motion seconded by Commissioner Park and carried unanimously.

**PLANNING & BUILDING DEPARTMENT RESTRUCTURING.** The Planning Administrator currently oversees the activities of planning, building, weed, and recreation employees. Mr. Boal's resignation has caused the Board to consider whether to make changes to those supervisory responsibilities. The Board discussed several possible re-structuring scenarios and decided to make no changes until a new Planning Administrator is hired. However, in order to lighten the workload for the interim PA, GIS Manager Rob Marin will be asked to mentor and assist the Recreation Planner as needed.

The PA position is being advertised without a closing date. The Board will review available applications June 13.

**COMMUNICATION UPDATE.** The Board reviewed Ms. Wolgamott's bi-monthly report and requested a demonstration of the government meeting management software as proposed (Attachment #12).

**CONFERENCES.** Commissioner Park will attend the annual conference of the Idaho Association of Commissioners and Clerks in Burley June 7-9. Chairman Leake will be in northern Idaho that week attending the annual State Health Department meeting. Commissioner Riegel will represent the County at the June 8 meeting of Idaho Housing and Finance. Commissioner Park agreed to participate in the June 10 meeting of the Magistrate Commission in lieu of Chairman Leake.

● **MOTION.** Chairman Leake made a motion to authorize Commissioner Park to represent Teton County at the June 10 meeting of the Magistrate Commission in Bingham County. Motion seconded by Commissioner Riegel and carried unanimously.

**COMMITTEE REPORTS.** Commissioner Park said the 5C Detention Board is meeting frequently in order to provide sufficient oversight while the facility is holding Federal juveniles. The difficulty of managing those juveniles has caused 5C to cancel the contract with the Federal government, but the cancellation requires a 3-month notice period.

Chairman Leake attended the May 4 meeting of the Council of Governments during which the Mayors and School Board chair discussed topics of mutual concern, including the need for significant planning in advance of the August 21, 2017 solar eclipse. The COG meets at 9 am in the courthouse on the first Wednesday of every month.

Commissioner Riegel attended the recent meeting of High Country RC&D and said counties are being asked to contribute \$500 in FY 2017. She is still working to schedule a meeting about cloud seeding in June.

● **MOTION.** Commissioner Riegel made a motion to approve the following claims as presented after subtracting the sales tax from two tire claims from the Sheriff’s office. Motion seconded by Commissioner Park and carried.

General Fund .....	27,860.09
Road & Bridge .....	12,500.02
Court & Probation .....	6,724.44
Court-Bonds .....	2,000.00
Elections-State.....	170.44
Solid Waste.....	32,048.97
Weeds .....	6,574.71
Road Levy .....	1,799.32
E911.....	6,741.82
Ambulance.....	42,920.57
Mosquito.....	20,833.33
Fairgrounds & Fair .....	5,678.67
Court Fines & Fees.....	19,893.23
TOTAL.....	\$185,745.61

● **MOTION.** At 4:22 pm Commissioner Riegel made a motion to adjourn. Motion seconded by Commissioner Park and carried.

ATTEST

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Bill Leake, Commissioner

\_\_\_\_\_  
Mary Lou Hansen, Clerk

- Attachments: #1 Public Works update  
 #2 Letter of support for Southern Valley Recreation Project  
 #3 Interagency Agreement with Victor for Occasional Plan Review Services  
 #4 Planning & Building Department transition  
 #5 Monthly report for Emergency Management, Mosquito & IT  
 #6 Information about Pre-Disaster Mitigation Grant proposal  
 #7 Minutes from Ambulance Service District meeting of 5-9-16  
 #8 Tax Deed property auction  
 #9 Pioneer Title Company Agreement for Remote Terminal Access  
 #10 Navigate Scope of Work for housing program goals & objectives  
 #11 Affordable Housing Steps Forward memo from planners  
 #12 Communications update

# Board of Teton County Commissioners

## MINUTES: May 16, 2016

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

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

### **AMBULANCE SERVICE DISTRICT**

1. Approve available minutes
2. Ambulance Service decision

### **ADMINISTRATIVE BUSINESS**

1. Treasurer's office employee
2. FY 2017 Idaho Emergency Medical Services Account III Grant Application Support Letter

### **ADJOURNMENT**

**COMMISSIONERS PRESENT:** Kelly Park, Bill Leake, Cindy Riegel

**OTHER ELECTED OFFICIALS PRESENT:** Clerk Mary Lou Hansen

Chairman Leake called the meeting to order at 9:30 am.

### **AMBULANCE SERVICE DISTRICT**

● **MOTION.** At 9:31 am Chairman Leake made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Park and carried. (See Attachment #1 for the Ambulance Service District minutes.)

The Board of County Commissioners Meeting resumed at 1:56 pm.

### **ADMINISTRATIVE BUSINESS**

The Board approved the Treasurer's request to hire a new part time employee to replace an employee who recently resigned.

The Board signed a Letter of Intent for Teton Valley Health Care's application for a \$100,000 grant to help purchase a new ambulance (Attachment #2).

### **EXECUTIVE SESSION**

● **MOTION.** At 2:29 pm Commissioner Park made a motion for Executive Session to discuss personnel matters pursuant to IC 74-206(1)(b). Motion seconded by Commissioner Park and carried. The Session ended at 3:45 pm.

● **MOTION.** At 3:46 pm Chairman Leake made a motion to adjourn, seconded by Commissioner Park and carried.

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Bill Leake, Commissioner

ATTEST

\_\_\_\_\_  
Mary Lou Hansen, Clerk

Attachments: #1 Ambulance Service District minutes from 5-16-16  
#2 Letter of support for Idaho EMS Account III grant application



## Board of County Commissioners

### Tri-County Probation Board of Directors:

The Teton County Board of County Commissioners (BOCC) is engaged in an ongoing review of the costs and benefits to Teton County taxpayers of continuing to contract with Tri-County Probation for adult misdemeanor probation services. At this time, it is the intent of the Teton County BOCC to continue that relationship through at least September 30<sup>th</sup>, 2017, so long as the Memorandum of Understanding (MOU) between the Teton County BOCC and the Tri-County Board of Directors as well as all necessary Tri-County Probation practices, policies and/or procedures are modified to the satisfaction of the Teton County BOCC, including but not limited to the following particular areas of concern that have been identified in the course of the contract review:

- The Teton County BOCC is committed to recruiting and employing Teton County residents whenever possible. Therefore, the Teton County BOCC expects that either a resident of Teton County or someone that is willing to relocate to the county fill the position of adult misdemeanor probation for Teton County. If a non-resident fills the position, Tri-County Probation must provide a detailed description of the active efforts that were made to recruit within Teton County for a local resident or someone willing to relocate, including but not limited to job postings, expectations listed within the job description, internal memos or correspondence regarding opportunities for transfers or lateral moves, or any other such efforts.
- A critical component of maintaining a successful probation department, whether in conjunction with Tri-County Probation or not, is to provide sufficient staffing, training and backup coverage to allow for meaningful supervision of clients without placing an unsustainable burden on staff. The Teton County BOCC expects that the assigned adult misdemeanor probation officer and their department will coordinate efforts, training and personnel scheduling with the existing Teton County, ID juvenile probation department. Additionally, any Tri-County staff assigned to Teton County should be given equal access and opportunity for relevant job training as other Tri-County employees, as reflected by staff training records and training budget expenditures.
- The current cost of Tri-County Probation services to Teton County appears to exceed the benefits received by Teton County for those services. Therefore, the Teton County BOCC expects that Tri-County Probation will produce a plan to bring those costs into alignment with the benefits received. Included as a part of that plan, the Teton County BOCC expects that Tri-County Probation's policies and practices will be revised to compensate all Tri-County employees in a manner consistent with accepted government practices. I.e. Daily commute time from any employee's home to their office is not an acceptable use of public funds. Compensation received should reflect actual time spent on the job, including call-outs but excluding standard commuting time. If providing service to Teton County requires salary incentives greater than for providing service to other Tri-County member counties, that premium should be reflected in the compensation of the employee assigned to Teton

County rather than in a reduction in service provided to Teton County. If Teton County is going to fund a full-time employee, Teton County expects to receive full-time service from that employee.

- Fiscal responsibility to the taxpayers of Teton County and the desire to make a fully informed decision requires that the Teton County BOCC obtain more regular and detailed information from Tri-County Probation relating to the costs and benefits of the contract. Therefore, the Teton County BOCC will expect monthly reports from the Tri-County Probation Director with a minimum of the following data provided in writing each month:
  - Number of home visits conducted, categorized by regular probation and Drug Court participant
  - Number of drug and alcohol tests conducted, categorized by pre-trial, regular probation, and Drug Court participant
  - Cost of drug and alcohol tests conducted, categorized by test type– instant, ETG only screen, multi-panel screen, and confirmation
  - Caseload numbers, categorized by regular probation, out-of-area supervision, informal supervision and Drug Court participants
  - Cost of Supervision and Drug Court program fees collected vs. owed, categorized by regular probation and Drug Court participants
- Finally, the Teton County BOCC recognizes and acknowledges that separating the positions of Probation Director and Drug Court Coordinator may provide a benefit. Therefore, the Teton County BOCC expects that Tri-County Probation will be prepared to review and explain the costs and benefits of both maintaining the status quo and separating those positions.

Teton County looks forward to continuing their relationship with Tri County once these expectations are memorialized in an agreement.

Sincerely,

Chairman, Bill Leake  
Teton County Board of County Commissioners



**Teton County Fair Board**  
**Memo to Board of County Commissioners**  
**5/17/16**

**RE: Fair Board Capital Improvement Expenditure Request**

The FY2016 Fairgrounds & Fair Budget includes a line item of \$30,000 for Capital Improvements (Fund 0082-0800) to replace the Crows Nest stairs and balcony with a steel structure. The total cost of this project is coming in at \$19,307.46 and we have \$10,692.54 remaining under this budget item. Several additional capital improvement items have come up at the fairgrounds and we would like to request to use the balance remaining in Fund 0082-0800 to cover these expenses. These items include:

1. Architectural plans for the fair building remodel - \$1,400.
2. Permanent materials to expand the archery back drop at the fairgrounds – approximately \$350 (waiting on final numbers from 4H); installation provided by the 4H group.
3. Permanent mats to prevent horses from pawing the ground at the new hitching posts installed by an Eagle Scout – approximately \$800 (waiting on final numbers from Lori); installation donated by the Eagle Scout.
4. A new roping shoot for the outdoor arena, the existing one is privately owned and the owner would like it returned. We need a new shoot to be able to host rodeos at the fairgrounds. – approximately \$2,000.
5. A riding mower and miscellaneous power tools for Matt so that he can fulfill his maintenance duties at the fairgrounds – approximately \$5,000.

TOTAL = \$9,550

If the board approves using the capital improvement funds for these items, we will work with the Clerk's office on the final amounts to insure that we stay within our budget.

*Thank you for your consideration.*

*Sincerely,*

*Katie Salsbury, Teton County Fair Board Chair*