

Teton County Idaho Commissioners' Meeting Agenda
Monday July 11, 2016 8:30 am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

8:30 AMBULANCE SERVICE DISTRICT MEETING CALL TO

ORDER – Bill Leake, Chair

1. Approve Available Minutes
2. ASD Transition Plan
3. Fire-ASD Agreement
4. Management Action Plan Update

BUILDING – Wendy Danielson

1. Building Administrator and Building Official Job Descriptions
 - a. Department Reorganization
2. Building Permit Status
3. Aspen Point Townhomes Update

9:00 BOARD OF COUNTY COMMISSIONERS' MEETING CALL

TO ORDER – Bill Leake, Chair

Amendments to Agenda

TETON VALLEY HEALTH CARE – Wes White

1. Quarterly Lease Report

10:45 GIS – Rob Marin

1. Reallocation of Training Funds; GIS Backup Training

11:00 INFORMATION TECHNOLOGY

1. Department Restructuring
2. Monthly Report – Greg Adams

9:15 BUREAU of LAND MANAGEMENT RIGHT-OF-WAY

ON NORTH LEIGH CREEK ROAD – Lynn Moses

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. Weigh Master & Equipment Operator Positions
 - b. Recycling: Pacific Recycling
 - c. RAD Waste Collection Quarterly Meeting
2. Road & Bridge
 - a. Chip Seal Schedule
 - b. Additional Work for City of Driggs
 - c. Reconstruction on N6000W
 - d. Watering Roads
 - e. Tin Cup Challenge
3. Engineering
 - a. Packsaddle Road Vacation Application
 - b. Cedron Road Widening Request for Information
 - c. Cache Bridge Repair Request for Information
 - d. W6000S Wetland Mitigation

11:45 TETON VALLEY BUSINESS DEVELOPMENT CENTER – Brian McDermott

1. Quarterly Report

12:00 ELECTED OFFICIALS AND DEPARTMENT HEAD MEETING

TREASURER

1. Quarterly Report

1:00 CLERK – Mary Lou Hansen

1. Solid Waste Fee
2. Quarterly Financial Reports
3. Resolution 2016-0711B Budget Adjustments for Q3 FY 2016
4. Engagement Letter for FY 2016 Audit
5. FY 2017 Budget

4:00 PUBLIC DEFENSE COMMISSION – Kimberly J. Simmons

w

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

1. Approve Available Minutes
2. Other Business
 - a. Communication Update
 - b. Beer & Wine licenses, if any
 - c. Fair Board Grant Proposal
 - d. Planning Administrator Position
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)(a) Personnel, (d) Indigent Matters, & (f) Legal Counsel

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

PLANNING – Kristin Rader

1. City of Victor – Survey Review Agreement
2. Code Enforcement Update
3. Land Use Development Code Update
4. Source Water Protection Plan

10:00 PUBLIC HEARING – Amendment to Title 9: Teton County Subdivision Ordinance

ADJOURNMENT

Upcoming Meetings

July 25 9:00 am Regular BoCC Meeting

August 8 6:30 pm Town Hall Meeting

September 12 9:00 am Regular BoCC Meeting

August 8 9:00 am Regular BoCC Meeting

August 22 9:00 am Regular BoCC Meeting

September 23 9:00 am Regular BoCC Meeting

Teton County Ambulance Service District Minutes: June 27, 2016

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

AGENDA

1. Approve available minutes
2. Status of title to 2004 Ford ambulance
3. Status of new contracts
4. Purchase of new ambulance, grant issues
5. Billing rates

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel, Kelly Park

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

FIRE DISTRICT PERSONNEL PRESENT: Commissioner Scott Golden, Chief Bret Campbell

TETON VALLY HEALTH CARE PERSONNEL PRESENT: CFO Wesley White

Chairman Leake called the meeting to order at 8:35 am and led the Pledge of Allegiance.

● **MOTION.** Commissioner Park made a motion to approve the minutes of May 23 and June 6. Motion seconded by Chairman Leake and carried.

Mr. White reviewed the status of the Management Action Plan detailing items necessary to transition EMS from TVHC to Fire (Attachment #1).

Item #4. TVHC submitted the ambulance grant request to State EMS on May 27 utilizing the TVHC license number. This was done after consulting with State EMS officials and receiving assurance that grant funding, if awarded, would be available for the ASD and Fire. Grant decisions will be known in August.

Item #5. One ambulance defibrillator is owned by TVHC. Fire will purchase a replacement item to have available for use August 1. ASD will reimburse Fire for the cost.

Item #6. Fire will pay TVHC 42% of the actual cost of pharmaceutical and consumable supplies in the ambulances on August 1.

Item #8. Ambulance turnover will take place August 1. Fire will begin responding to calls at 8 am and all supplies and equipment will be inventoried by 12 noon.

Items #11 & 18. TVHC will be unable to bill for patient transports after August 1 so is developing an agreement specifying required payments if a nurse is needed for critical care during a transport. Fire prefers to have Madison EMS handle such transports and is developing an agreement with them. However, the TVHC agreement will be needed when a patient cannot wait for a transport ambulance to arrive from Madison County.

Item #16. Fire will staff special events prior to August 1 and TVHC will transfer any payments received for special event coverage to Fire.

Item #19. Idaho State EMS has released the lien on the 2004 Ford ambulance. The lien release should arrive in Teton County within a week.

Item #20. Mr. White said TVHC is unable to provide a billing rate schedule because the information is proprietary. Chief Campbell said Fire will determine their rates using billing information provided by Bonneville, Madison and Fremont counties. They would prefer to use local information in order to guarantee no rate changes, but Mr. White repeated that TVHC would not provide that information.

Item #21. Regulations require all controlled pharmaceuticals to be inventoried and returned to TVHC on August 1. Fire will then purchase replacement pharmaceuticals from TVHC.

Contracts. Fire is preparing a document assigning the present ASD contract to Fire for the remaining two months. Fire is also preparing a 3-way Medical Director contract, along with a contract outlining ASD obligations related to the transition. ASD needs to prepare a new contract with Teton County Wyoming. The attorneys will have draft versions of these contracts available for review prior to the group's next meeting on July 11.

County Equipment. Chairman Leake said several items of equipment purchased with County emergency management funds are located at the Hospital. These items include hand-held radios, generators, and a free-standing light pole. TVHC will locate and inventory the items and transfer them where directed.

● **MOTION.** At 9:13 am Commissioner Park made a motion to adjourn. Motion seconded by Commissioner Riegel.

Bill Leake, Chairman

ATTEST: _____

Mary Lou Hansen, Clerk

Attachment: #1 Management Action Plan

Ambulance Service District Transition Plan July 6, 2016

Complete on or before August 1	
Purchase Defibrillator	Fire will purchase, ASD will reimburse
Re-distribute County EM equip located at Hospital	TVHC will inventory and then ASD will direct re-distribution of County-owned emergency management equipment located at hospital (radios, generators, light pole, etc.) <i>What if some hand-held radios are missing?</i>
Inventory medical equip items on ambulances	Inventory August 1, ASD will purchase from TVHC
Execute 2-month Fire/ASD contract	Draft contract provided 7/5/16
Discuss plans to purchase new ambulance	ASD desires to purchase ambulance ASAP in order to receive Wyoming cost-share prior to terminating ASD/Wyoming contract
Learn "hold harmless" amount from TVHC	
Complete on or before October 1	
Purchase new ambulance	Fire prepare specifications and obtain bids, ASD purchase
Execute Fire/ASD contract for FY 2017	The following topics have been mentioned during previous discussions, need to solidify what items should be covered by new contract: ownership of ambulances & QRU, Fire not utilize foregone taxes, Fire pay 25% of dispatch costs (in perpetuity?), payment for Medical Director (in perpetuity?), establish EMS advisory board, require future plan for Fire training at TVHC
Medical Director, 3-way contract	ASD will pay costs for FY 2017, what about future years?
Re-negotiate ASD contract with Wyoming	ASD prefers that Fire/Wyoming execute new contract; if ASD/Wyoming contract is updated, will need new payment calculation since ASD will no longer track operating costs
Public Hearing & Budget Opening for ASD	Need additional budget authority for new ambulance, defibrillator, hold harmless payment and cost of miscellaneous medical equipment on ambulances

AMBULANCE SERVICE AGREEMENT

The Ambulance Service District (“ASD”) desires to enter into a contract to provide ambulance service to citizens and visitors within the Ambulance District and in the adjoining Wyoming lands. ~~The Teton County Protection District (“Fire District”) and Teton Valley Health Care, Inc. (“TVHC”) have entered into a joint agreement to provide ambulance services meeting the requirements and needs of the ASD. The joint agreement provides a higher level of service, an increased level of training, and an increased number of staffed ambulances compared to what either entity could provide on their own. The ASD wishes to provide those higher levels and capabilities to its constituents.~~ The ASD is therefore contracting for these services, as provided in this Agreement between the ASD and ~~TVHC~~ Teton County Fire Protection District.

This Ambulance Service Agreement (the “Agreement”) is entered into by and between Teton County Ambulance Service District (the “Ambulance District”) and Teton County Fire Protection District Valley Health Care, Inc. (Operator).

SECTION ONE: Obligation of Operator to Provide Emergency Medical Services and Ambulance Services.

1. Operator agrees to provide Emergency Medical Services (EMS) and ambulance services to the Ambulance District on the following terms and conditions:

- ~~a. Operator will provide ambulance services in coordination and cooperation with the Teton County Fire Protection District (the “Fire District”). Operator agrees that all services provided by TCAS will meet the terms and conditions specified in this contract.~~
- ab. Operator will provide ambulance services to citizens within the boundaries of the Ambulance District (Teton County, Idaho), on the public lands surrounding the Ambulance District, and in the adjoining Wyoming lands on the west side of the Tetons, subject to agreement between Teton County, Wyoming Board of County Commissioners and Teton County Ambulance Service District Board of Commissioners. Operator agrees to comply with all duties, terms and conditions of the current agreement and similar successor agreements between Teton County, Wyoming and Teton County Ambulance Service District. The current agreement between Teton County Wyoming and Teton County Ambulance Service District is attached hereto and incorporated herein.
- ~~c. Operator and the Governing Board of the Ambulance District will prepare an annual budget for the delivery of EMS and ambulance services within the specified service area.~~
- ~~(1) Operator will develop an annual capital equipment reinvestment budget to be submitted concurrently with the annual operating budget.~~
- db. All consumable medical supplies will be provided by Operator.

2. Provision of Ambulance Service.

- a. Staffing. Operator will establish and maintain a schedule of qualified emergency medical personnel that are available to operate the ambulance service around the clock each day of the year (24/7/365). Two Advanced Life Support ambulances will be staffed at all times. One of these ambulances will be based in Victor and one in Driggs. ~~A portion of these personnel will also~~

~~provide on-site Emergency Room Technician support to healthcare provider staff at Teton Valley Hospital on a 24/7/365 basis and shall be supervised by the Director of the Emergency Medical Services Department.~~

- (1) There shall be available a minimum of two (2) ALS level ambulances with at least one paramedic per ambulance to provide emergency medical services at all times; and the requirements of Idaho Code § 56-1016 shall be met at all times.
 - (2) In addition to the above, there shall be at least one (1) additional crew member on each ambulance for emergency response, patient transport, or transfer, with the crew member delivering patient care being, at a minimum, a licensed emergency medical technician (EMT) - Basic level (Idaho Standards) or higher level. Operator shall have a twenty-four (24) hour dispatch arrangement and shall respond to calls on a twenty-four (24) hour basis.
 - (3) Operator will provide emergency patient transfer services, on a 24/7/365 basis. This crew will also be available to support Search and Rescue call-outs and other multi-casualty incidents as needed.
- b. Vehicles and Equipment. The vehicles required to provide EMS services outlined in this agreement shall be four (4) ambulances. The Ambulance District shall furnish said ambulances for the use of Operator. The ambulances shall be equipped by the Ambulance District to at least the minimum standard set by the State of Idaho, Department of Health and Welfare, Bureau of Emergency Medical Services. Further, the ambulances shall be equipped to Alaska Standards for cold weather emergencies.
- c. Billing and Collection. Operator shall be responsible for billing and collecting fees for all EMS services rendered by Operator.
- d. Regulatory Compliance. Operator shall be responsible for ensuring that ambulance service complies with, and is provided in accordance with, all Federal, State, local and any other applicable laws and regulations.
- e. Medical Direction. Operator shall provide a licensed, privileged Medical Doctor to serve as Medical Director for the ambulance service.
- f. Insurance. Operator will ensure that all staff providing the described services shall have appropriate medical liability insurance, including HIPAA coverage
- g. Non-Transferable. This Agreement shall not be assigned or transferred by Operator without the express written permission of the Ambulance District.

SECTION TWO: Obligation of Teton County Ambulance Service District.

1. Ambulances and Equipment.

- a. It shall be the responsibility of the Ambulance District to provide all necessary ambulances and equipment to be utilized by Operator in the provision of emergency medical services.
- b. All ambulances and equipment will be supplied at least at the minimum EMS service level (Paramedic) as required by the State of Idaho, Department of Health and Welfare, Bureau of Emergency Medical Services; and as required by the local scope of practice as determined by the Medical Director and/or Director of the Emergency Department at TVHC.

~~(1) Operator will provide a capital equipment budget and requisitions to the Ambulance District on an annual basis, or as necessary during interim periods. Providing funds are available, the Governing Board of the Ambulance District shall approve all capital~~

~~purchases and work in collaboration with Operator personnel to acquire ambulances and equipment necessary to provide the highest quality emergency medical care to patients in the pre-hospital setting.~~

~~(2) All ambulances and equipment shall be purchased and owned by the Ambulance District.~~

2. Ambulance and Equipment Maintenance.

- a. Equipment. It shall be the responsibility of the Ambulance District to ~~contract pay~~ for maintenance of all ambulances and equipment and to purchase fuel for the ambulances. The Ambulance District or their designee must approve all capital expenditures, and maintenance and repair expenditures. Medical equipment repair and maintenance Daily operational check-outs and weekly medical supplies and equipment inventory shall be performed by Operator.
- b. Insurance. The Ambulance District shall be responsible for obtaining or otherwise providing property, casualty and liability insurance coverage for its ambulances, other vehicles and equipment.
- c. Dispatch Services. Ambulances will be dispatched through the Teton County Sheriff's Office (TCSO) as part of the county-wide 911 system. ~~The Ambulance District shall contract with the TCSO for dispatch service.~~
- d. Contract Payment. The ~~monthly FY 2015~~ contract fee for ambulance services per the terms of this contract shall be ~~\$496,993.54~~\$38,767. Payment shall be made ~~from the Ambulance District to Operator in twelve (12) equal monthly payments of \$41,416.13. Payments shall be made after the 15th but before the 30th of each month. Payments for subsequent years of this contract shall be determined during the annual budget process.~~
- e. Meetings. The Governing Board of the Ambulance District shall meet ~~quarterly at least monthly~~ with the appropriate TCAS staff to assure that the covenants of this agreement are being met. These quarterly meetings shall include a budget reconciliation report prepared by the clerk of the Ambulance District Governing Board and an operating report prepared by Operator.

SECTION THREE: Term of Agreement

1. **Terms of Agreement**. This agreement shall be effective commencing ~~August 1, 2016~~ October 1, 2014 and ~~terminate September 30, 2016.~~ continue for a period of five years unless terminated as provided herein.
2. **Termination**. This agreement may be terminated upon the mutual agreement of the parties, or as otherwise provided herein.
 - a. Conditions of Termination.
 - ~~(i) A material breach by any party, and that party's failure to cure such breach within ten (10) days of the non-breaching party providing written notice of the breach. Should such failure exist, at the Ambulance district's option, Operator may be obligated under this Agreement for a maximum of one hundred eighty (180) days or until the Ambulance District has in place an alternate provider for ambulance service in order to fulfill their commitment to the community.~~

(ii) If based upon a determination, made in good faith that the ambulance services described herein cannot be provided in an economically viable manner after the best efforts by all parties to provide an appropriate means to fund the ambulance services. ~~One hundred eighty (180) Ten~~ day written notification is required for this cause.

~~(iii) If TVHC is no longer working with the Fire District under the “Ambulance Service Partnership Agreement for the Coordinated and Cooperative Provision of Ambulance Services in Teton County” (entered into in between TVHC and the Fire District in July of 2014 and attached hereto) or a similar, successor agreement.~~

(iv) If based on a determination that any material provision of this Agreement violates applicable law or regulations and in such case that such violation is not cured, termination would be immediate. Should Operator become decertified by the State of Idaho, Department of Health and Welfare, this agreement would terminate immediately. Operator will assist the Ambulance District in all ways possible in securing ambulance service to fulfill their commitment to the community.

b. Termination Without Cause. This agreement may be terminated without cause by providing written notice to the other party ~~one hundred eighty (180) day~~ ten days in advance of the termination. If all parties agree in writing this Agreement may be terminated at any time.

c. Upon Termination of this Agreement, whether For Cause or not, Operator shall preserve for six (6) years any records required to maintain compliance with Federal, State, or Local laws, rules, or regulations (example – all MSDS sheets, all Health and Safety requirements and records required by OSHA, HIPAA, etc.).

d. Notices. Unless otherwise specifically provided, any and all notices required or permitted under this agreement shall be in writing and shall be deemed delivered upon personal delivery or three (3) days after mailing thereof when properly addressed and deposited in the United States Mail, first class, postage paid. Notices shall be properly addressed if addressed to the parties as follows:

If to Operator:

~~CEO, Teton Valley Health Care, Inc. Chief, Teton County Fire Protection District
120 E. Howard Ave. PO Box 474
Driggs, Idaho 83422~~

If to Ambulance District:

Governing Board, Teton County Ambulance District
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

SECTION FOUR: Indemnification

Operator must defend, indemnify, keep and hold harmless the Ambulance District, its Commissioners, officers, representatives, agents, volunteers, and employees from and against any lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys fees, for or on account of any injury or damage to any person or property or any death, which may arise or which may be alleged to have arisen out of, or in connection with the negligent performance by Operator of the work, goods

and/or services covered by this Agreement. The obligation to indemnify the Ambulance District shall survive the termination or expiration of this Agreement.

This agreement is accepted by the undersigned parties as of: _____ (Acceptance Date)

And entered into the official minutes of the Teton County Ambulance Service District on:

_____ (Meeting Date)

Accepted by:

Date: _____

~~Keith Gnagey-CEO Kent Wagener, Chair, Teton County Fire Protection District, Teton Valley Health Care, Inc.~~

Date: _____

~~Kelly Park~~ Bill Leake, Chairman, Teton County Ambulance Service District



**TETON VALLEY
HEALTH CARE**

Your Healthcare — Elevated
120 East Howard Avenue, Driggs, Idaho 83422
208-354-2383 www.tvhcare.org

June 29, 2016

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

RE: Lessee Report to Lessor: Calendar 2016, Quarter 1

Teton County Commissioners,

Enclosed please find the following documents and updates pursuant to the "Amended and Restated Hospital Lease Between Teton County as Lessor and Teton Valley Health Care, Inc. as Lessee; Lease Commencement Date, January 1, 2013, Lease Amendment Date August 10, 2015" (Lease Agreement) and the associated "Liquid Asset Transfer Agreement effective January 1, 2013 between Teton County, Idaho and Teton Valley Health Care, Inc." (LATA):

Lease Agreement: Article 4; Section 4.1, Reports to Lessor:

Balance Sheet as of 03/31/2016 as compared to the prior year. Cash Flow Statement as of 03/31/2016 as compared to the prior year. Income Statement for Calendar 2016, Quarter 1 as compared to the same quarter in the prior year.

Statement of Revenues & Expenses Comments:

Balance Sheet Comments: Gross Patient Revenue was \$5,614,791 and \$1,060,843 higher for calendar 2016, Quarter 1 than in the same quarter in 2015. Clinic Revenue is trending higher, Inpatient Revenue is trending lower, and Outpatient Revenue is trending higher compared to 2015. Operating Expenses were \$4,206,165 and \$494,001 higher for Calendar 2016 Quarter 1 than in the same quarter in 2015. The Operating Income (Loss) was (\$164,502) and \$33,176 lower for calendar 2016, Quarter 1 than in the same quarter in 2015.

Total Assets of \$10,835,676 decreased slightly by \$194,698 compared to the same quarter in the prior year. This is not a significant change.

We sincerely appreciate the opportunity to deliver quality health care to the community and visitors of Teton County, Idaho. Please direct inquiries to me at (208) 354-6340 or via email wwhite@tvhcare.org.

Sincerely,

Wesley White, CHFP

V.P. Finance and Administration

TETON VALLEY HEALTH CARE, INC.
COMPARATIVE BALANCE SHEET
CALENDAR 2016, QUARTER 1
TETON VALLEY HEALTH CARE, INC. FY 2016, QUARTER 2

ASSETS	March 2016	March 2015	Variance
Current Assets			
Cash & Cash Equivalents	\$2,611,454	\$4,224,921	(\$1,613,467)
Restricted Cash	778,445	838,539	(60,094)
ST Investments 1 Yr TCD	1,180,692	174,213	1,006,479
Receivables			
Patient Receivables, Net of Estimated Reserves	2,608,892	1,910,697	698,195
Estimated Third-Party Payor Settlements	0	99,000	(99,000)
Other Receivable/Unrestricted Tax Levy	37,722	17,512	20,210
Capital Tax Levy	5,996	8,937	(2,941)
Supplies Inventory	755,690	832,599	(76,909)
Prepaid Expenses	160,825	155,994	4,831
Total Current Assets	8,139,716	8,262,412	(122,696)
Noncurrent Assets			
Capital Contribution	0	-	0
Deferred Financing Costs	0	-	0
Capital Assets, Net	2,509,760	2,403,989	105,771
LT Investment 2- 5 Yr TCD's	186,200	363,973	(177,773)
Total Noncurrent Assets	2,695,960	2,767,962	(72,002)
Total Assets	\$10,835,676	\$11,030,374	(\$194,698)
LIABILITIES AND NET ASSETS			
Current Liabilities			
Accounts Payable & Accrued Expenses	\$309,971	\$375,858	(\$65,887)
Accrued Salaries & Benefits	927,204	1,094,511	(167,307)
Accrued Interest Payable	529	780	(251)
Estimated Third-Party Payor Settlements	(62,000)	122,000	(184,000)
Deferred Tax Levy Revenue	0	-	0
Current Maturities Bond	0	-	0
Current Maturities of Capital Lease Obligations	12,804	12,373	431
Total current Liabilities	1,188,508	1,605,522	(417,014)
Noncurrent Liabilities			
Note Payable	314,065	487,075	(173,010)
Long-term Debt Less Current Maturities.	0	-	0
Capital Lease Obligations Less Current Maturities	13,250	26,054	(12,804)
Net Pension Obligation	0	-	0
Total Noncurrent Liabilities	327,315	513,129	(185,814)
Net assets			
Invested in capital assets, net of related debt	1,740,737	1,558,237	182,500
Unrestricted	0	-	0
Restricted for capital acquisition	784,441	847,476	(63,035)
Unrestricted	6,794,675	6,506,010	288,665
Total Net Assets	9,319,853	8,911,723	408,130
Total Liabilities and Net Assets	\$10,835,676	\$11,030,374	(\$194,698)
Current Ratio:	6.8	5.1	

TETON VALLEY HEALTH CARE, INC.
STATEMENT OF CASH FLOWS
CALENDAR 2016, QUARTER 1
TETON VALLEY HEALTH CARE, INC. FY 2016, QUARTER 2

Change in Net Assets		\$408,130
Cash flows from Operating Activities:		
Add (deduct) to reconcile net income to net cash flow:		
Depreciation & Amortization		560,608
Changes in Accounts Receivable (includes third party)		(619,405)
Changes in Capital Levy Receivable		2,941
Changes in Inventory		76,909
Changes in Prepaid Expenses		(4,831)
Changes in Accounts Payable & Accrued Expenses		(65,887)
Changes in Accrued Salaries & Benefits		(167,307)
Changes in Interest Payable		(251)
Changes in Third-Party Payor Liability		(184,000)
Changes in Deferred Tax Levy		
Changes in net pension		
Changes in Current Debt		431
Net cash inflow from Operating Activities		(400,792)
Cash flow from Capital & Investing Activities:		
Capital Expenditures		(666,379)
Change in Capital Contributions		0
Change in Investments (short & long term)		177,773
Deferred financing costs		0
Net cash outflow from Investing Activities		(488,606)
Cash flow from Financing Activities		
Principal paid on Note Payable		(185,814)
Net cash outflow from Financing Activities		(185,814)
Net Increase (decrease) in cash during period		(667,082)
Cash Balance start of period (unrestricted and restricted)	March 2015	5,237,673
Cash Balance end of period (unrestricted and restricted)	March 2016	4,570,591
Net Increase (decrease) in cash during period		(667,082)

TETON VALLEY HEALTH CARE, INC.
STATEMENT OF REVENUES & EXPENSES
CALENDAR 2016, QUARTER 1
TETON VALLEY HEALTH CARE, INC. FY 2016, QUARTER 2

	Q1 2016 Actual	Q1 2015 Actual	Q1 Variance
Patient Revenue:			
Clinic Revenue	\$1,130,246	\$978,893	\$151,353
In-Patient Revenue	762,929	837,630	(74,701)
Out-Patient Revenue	3,721,616	2,737,425	984,191
Gross Patient Revenue	5,614,791	4,553,948	1,060,843
Deductions from Revenue:			
Contractual Allowances	1,324,446	928,058	(396,388)
Charity Care	61,570	1,703	(59,867)
Bad Debt	301,209	248,216	(52,993)
Total Deductions from Revenue	1,687,225	1,177,977	(509,248)
Net Patient Revenue	3,927,566	3,375,971	551,595
Other Revenue	(2,204)	14,267	(16,471)
Day care Revenue	0	0	0
Teton County Ambulance District contract	116,301	124,248	(7,947)
	114,097	138,515	(24,418)
Total Net Revenue	4,041,663	3,514,486	527,177
Operating Expenses			
Salaries	2,130,278	1,911,639	(218,639)
Benefits	248,389	233,542	(14,847)
Supplies/Minor Equipment	527,533	426,764	(100,769)
Contracted Services	544,077	499,990	(44,087)
Physician Services	131,511	117,735	(13,776)
Utilities & Telephone	38,287	32,577	(5,710)
Maintenance & Repairs	106,244	60,274	(45,970)
Insurance	30,000	28,761	(1,239)
Depreciation & Amortization	148,947	140,251	(8,696)
Other Expense	300,899	260,631	(40,268)
Total Expenses	4,206,165	3,712,164	(494,001)
Operating Income	(164,502)	(197,678)	33,176
Non Operating Revenue & Expense			
Interest income	6,843	935	5,908
Interest Expense	(2,531)	(3,814)	1,283
Grants/Noncapital Contributions from TVHF	531	500	31
Grants/Noncapital Contribution to TVHC	5,000	0	5,000
Teton County Tax Levy	0	2,618	(2,618)
License HH	0	0	0
Gain (loss) disposal of capital assets	4,500	0	4,500
Total Non Operating Income	14,343	239	14,104
Excess of Revenue over Expenses	(150,159)	(197,439)	47,280
Grants/Capital Grants from TVHF	0	43,552	(43,552)
Grants/Capital Contributions to TVHC	0	7,500	(7,500)
Change in Net Asset or Net Income(Loss)	(\$150,159)	(\$146,387)	(\$3,772)
Excess Revenue over Expense Margin	-3.7%	-5.6%	
Change in Net Asset Margin	-3.7%	-4.2%	

From: [Lynn Moses](#)
To: [Commissioners](#)
Subject: BLM Right of Way on North Leigh Creek Road, Lynn Moses
Date: Tuesday, June 14, 2016 2:41:48 PM

June 14, 2016

Teton County Commissioners
150 Courthouse Drive
Driggs, Idaho 83422

Lynn Moses
766 N. Main St.
Driggs, Idaho 83422

Re: BLM Right of Way on North Leigh Creek Road.

Dear Commissioners,

At the request of Commissioner Park, I am following up with a brief history of the Right of Way Teton County acquired from the BLM in January of 1995. This is pursuant to a letter you received from the BLM Field Manager, Jeremy Casterson, dated August 13, 2014. A copy I received is provided for your reference, as well as a copy of the original RIGHT-OF-WAY GRANT, SERIAL NUMBER WYW-132772.

This Right of Way was originally obtained to allow improvement, and a short extension, of an existing road that accessed the North Leigh Canal headgate. The purpose for the improvement of the existing roadway was to provide all-weather access to 30 acres on the Idaho side of the Stateline, in a manner that would avoid building a road through the wetland areas located on the 30 acres.

Private Rights of Way on BLM property are limited to 20 feet wide. Therefore, when we made the original request, the BLM Real Estate supervisor, Mr. Skip Staffel, suggested we contact the Commissioners about obtaining a County Right of Way. That could be granted for the width required for a County Road. The Commissioners agreed, provided we built and maintained the road and bridge required. That has been done for over 20 years, and the owner of the 30 acres will continue with that agreement.

The purpose for the requested perpetual easement, is to allow assurance to home lenders that the access easement will continue, beyond the life of any home loans. The 30 acre property has been improved with roadway, power, telephone and 2 wells. It is ready for home construction on the 2 - 15 acre parcels. Therefore, we are requesting that the County submit the application to convert the easement to perpetual, rather than just renewable, and would offer our assistance in doing so.

When you discuss the matter, I would like to attend the meeting to address any questions you may have on the request. I look forward to hearing from you.

Sincerely,
Lynn Moses
208 757-0909
clmoses46@yahoo.com

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT

SERIAL NUMBER WYW-132772

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

*Teton County
89 N. Main St.
Driggs, ID 83422*

receives a right to construct, operate, maintain, and terminate a road and bridge, on public lands described as follows:

*6th Principal Meridian, Wyoming
T. 45 N., R. 118 W.,
sec. 32, Lot 2.*

- b. The right-of-way granted herein is 60 feet wide, 1,400 feet long and contains 1.93 acres, more or less. If a site type facility, the facility contains N/A acres.
- c. This instrument shall terminate on January 4, 2025, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations Part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated November 23, 1994, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

Keith King
(Signature of Holder)

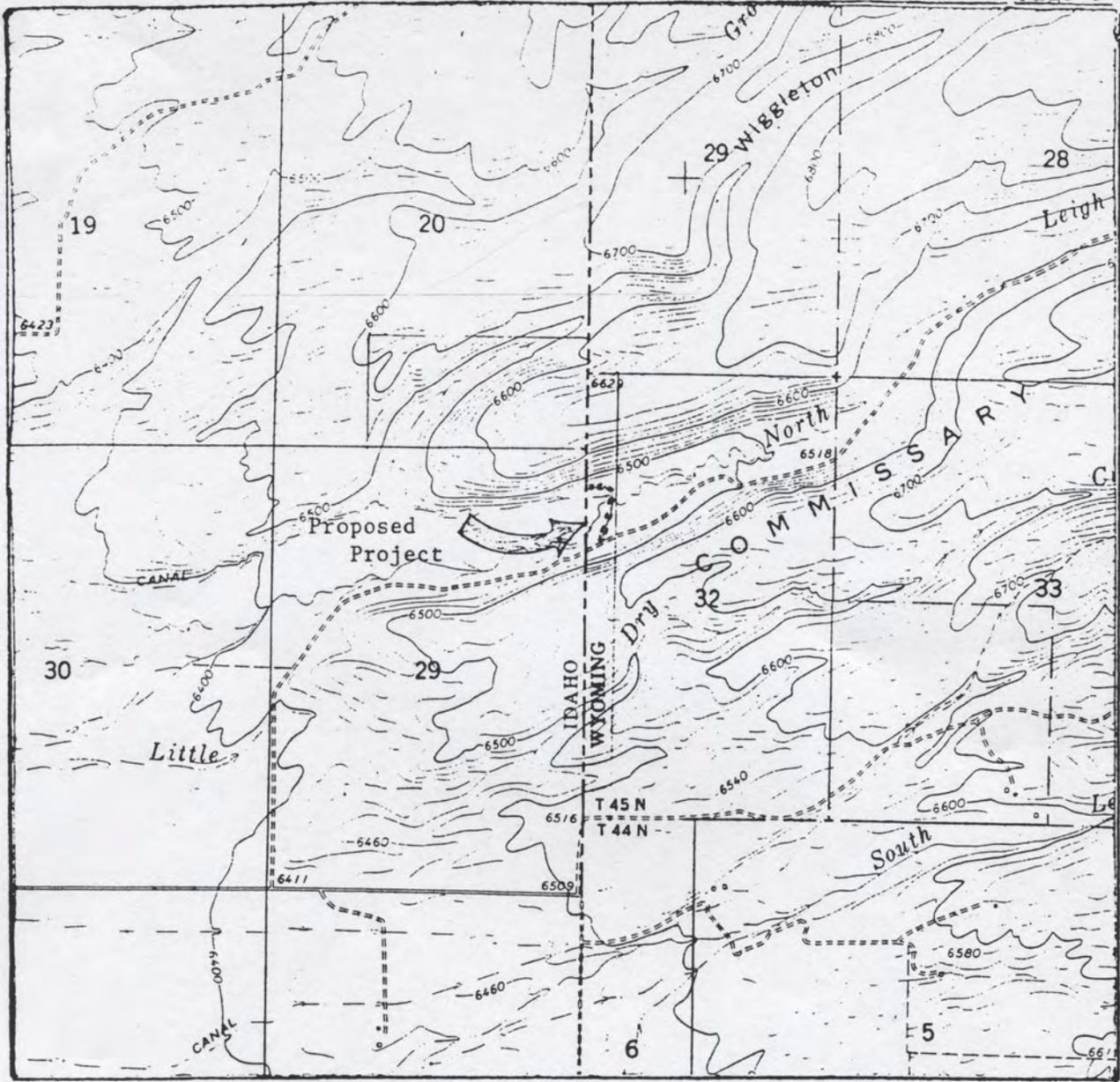
Charles A. Harlan
(Signature of Authorized Officer)

Neon County Commission Chairman
(Title)

Acting Area Manager, Medicine Lodge Resource Area
(Title)

12 December 1994
(Date)

January 4, 1995
(Effective Date of Grant)



Map Name: Clawson Quadrangle

Map scale: 1:24000

Legal: T. 45 N., R. 118 W., 6th PM
sec. 32, lot 2

EA Number: ID-030-4-71

Project Name: North Leigh Creek Road & Bridge

RIGHT-OF-WAY STIPULATIONS
WYW-132772

1. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.
- 1a. Thirty days prior to construction, the following items must be submitted to the Idaho Falls BLM office for review:
 - final bridge design
 - copy of Department of Water Resources approval and stipulations or requirements
 - copy of Corps of Engineers approval and stipulations or requirements.
2. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
3. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
4. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of Interior issued pursuant thereto.
5. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the authorized officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this right-of-way grant.

6. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
- 6a. Trees and brush removed from the right-of-way shall be chipped and spread over the disturbance area, piled for later burning in clearings where adjacent vegetation will not be scorched, or hauled from the project site. Care must be taken to avoid mixing the cleared vegetation with soil.
7. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.
8. The holder shall seed all disturbed areas, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation. growing season.
9. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
10. The holder of Right-of-Way No. WYW-132772 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
11. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pretermination conference. This conference will be held to review the termination provisions of the grant.



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Upper Snake Field Office
1405 Hollipark Drive
Idaho Falls, Idaho 83401
(208) 524-7500



Reply to:
WYW-132772

August 13, 2014

Commissioners
Teton County
89 N Main
Driggs, Idaho 83422

Dear Commissioners:

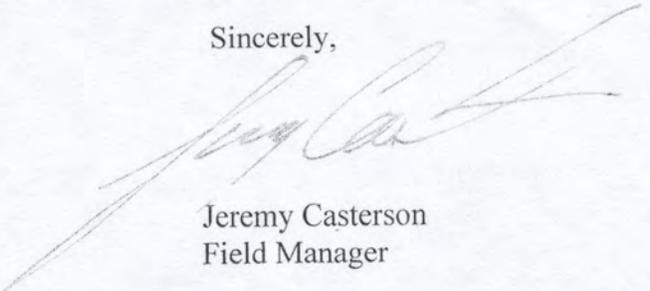
Mr. Lynn Moses has contacted our office regarding the term of a right-of-way (ROW) issued to Teton County, BLM serial number WYW-132772. The ROW grant, which authorizes a short County Road off of North Leigh Canyon Road in lot 2 of section 32, T. 45 N., R. 118 W., 6th P.M., Wyoming, was issued on January 4, 1995. The grant was issued for a 30 year period expiring on January 3, 2025.

Mr. Moses is concerned that when the ROW expires the road may not be available for continued access. The current grant does provide for renewal. If, at the term of the grant, the County wants to continue to maintain the road as a County Road and the terms and conditions of the grant are being met the County would request a renewal as outlined in regulations found at 43 CFR 2800.

The regulations allow for the BLM to authorize a ROW to state and local governments in perpetuity, however, it is current policy to issue the grant for a 30 year period. Although, we do not feel it is necessary at this time because your grant was issued with renewal rights, if the County would like to request this grant be amended and authorized in perpetuity, please fill out an SF-299, Application for Transportation and Utility Systems and Facilities on Federal Land and submit to the address above.

For further information, please contact Becky Lazdauskas, Realty Specialist, at (208) 524-7521.

Sincerely,



Jeremy Casterson
Field Manager

cc:
Lynn Moses
766 N Main
Driggs, ID 83422



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

July 6, 2016

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

The following items are for your review and discussion at the July 11, 2016 BoCC Meeting.

SOLID WASTE

Weigh Master & Equipment Operator Positions: The Transfer Station is still in need of filling the Weigh Master and Equipment Operator positions.

Recycling: Pacific Recycling completed their metal recycling efforts the week of 7/4. Total tonnage was more than estimated:

Scrap Metal	342.2 tons	\$80/ton	\$27,376
Aluminum	16.3 tons	\$840/ton	\$13,692
Batteries removed	week of 7/11 estimate		\$2,500

Total Estimated revenue from recycling is \$43,000.

RAD Waste Collection Quarterly Meeting is scheduled for 7/12.

ROAD & BRIDGE

Chip Seal Schedule: R&B completed chip sealing of Ski Hill Road, Bates Road and E5000S the week of June 27. R&B was also able to chip seal 6 blocks (3100 linear feet) for the City of Driggs. Ski Hill Road is scheduled for the agreed fog seal treatment on Friday, July 22. Once Ski Hill Road is fog sealed, all 3 roads will be scheduled for striping.

Additional Work for the City of Driggs: Road & Bridge Crews patched asphalt with our Dura-Patching machine in various locations throughout Driggs and applied Magnesium Chloride on 5th, Fremont and Johnson Streets.

Reconstruction on N6000W: Road & Bridge will begin hauling ¾” crushed gravel wearing surface the week of July 11.

Watering Roads: County Attorney Spitzer suggested the attached form as a process for addressing land owners that continually allow their ag sprinkler systems to water the road causing unnecessary damage to the roads.

Tin Cup Challenge: This year the Tin Cup Challenge will be on Saturday, July 16. R&B is working with event coordinators to provide traffic control (traffic cones) for the race.

ENGINEERING

Packsaddle Road Vacation Application: Public Hearing for the Packsaddle Road Vacation Application will be continued on Monday, July 18 at 9:00 a.m. A draft agreement will be provided to the Commissioners and Applicant prior to the public hearing.

Cedron Road Widening Request for Information: The County is working with LHTAC in soliciting Request for Information (RFI) for design of the LHSIP Cedron Road Widening project. Three firms on the ITD District 6 term agreement list were asked to submit RFI's. Those firms are Jorgensen Associates, Forsgren Associates, and Horrocks Engineers. RFI's are due July 8. The County and LHTAC will evaluate, rank and make a recommendation to the Board.

Cache Bridge Repair Request for Information: The County is working with LHTAC in soliciting RFI's for the evaluation and rehabilitation design of the Cache Bridge Project. Cache Bridge is the main bridge that crosses the Teton River on W4000N (Packsaddle Road). Firms were selected from the ITD District 6 term agreement list and invited to submit RFI's for this project. Local firms that have shown an interest in the project are Horrocks Engineers, Forsgren Associates, and JUB Engineering. Other firms that were solicited are CH2M Hill and Morrison-Maierle. RFI responses are due July 20. A selection committee will be assembled to evaluate the RFI's and make a recommendation to the Board.

W6000S Wetland Mitigation: The preferred project for the W6000S wetland mitigation is the restoration of Fox Creek on the Woolstenhulme property. The Woolstenhulme's have been sent a deed restriction document and asked to sign. They have responded by asking if there could be some credit towards development of the 200 acre parcel this project lies partially on in exchange for the deed restriction. Is this something the commissioners would be interested in pursuing?

Just as a reminder, this project will replace the straight channel along the edge of the road with a meandering, more natural stream bed across the corner of the Woolstenhulme property. Preliminary cost for the Fox Creek re-alignment is \$71,400. As a comparison, the estimated construction cost for spring expansion on the Heimerl property is estimated at \$50,000. There may be grant opportunities available to help towards the cost of either of these projects.

TETON COUNTY ROAD & BRIDGE
CODE ENFORCEMENT INVESTIGATION SUMMARY

I. Initial Complaint

i. Complaining Party

- a. Name: _____
- b. Date of Complaint: _____
- c. Contact Number: _____
- d. Address: _____
- e. Additional complaining parties? Yes _____ No _____
- f. If yes, copies of all same or similar complaints are included with the active complaint file? Yes _____ No _____

ii. Nature of Complaint

- a. Location of complaint: _____
- b. Code violation(s) alleged: _____

- c. History of complaining party's observations: _____

II. Staff Investigation

- a. Name of offending party, name and address of record property owner.
- b. Identify the provision or provisions of the State Statute or County Ordinance violated.
- b. Obtain permission to enter property or enter only public areas.
- c. Document the violation:
 - Date and time stamped photos
 - Report observations in writing
 - Interview neighbors if necessary
- d. Draft letter to offending party giving notice of violation and requesting compliance by a certain date.

III. Submission to Prosecutor's Office



9th Annual Tin Cup Challenge

Participant Information

Generosity in Action

July 16, 2016 • 9am • Driggs City Center

WHAT IS THE TIN CUP CHALLENGE?

The Tin Cup Challenge is both a 9-week campaign for giving and a one-day event celebrating our community's spirit of generosity. To participate fully, we encourage all runners and walkers to also consider making a donation at www.tincupchallenge.org or in person at the Community Foundation of Teton Valley office at 175 North Main Street, Driggs, ID.

KNOW BEFORE YOU GO!

Parking – Please comply with all “No Parking” signs around Driggs City Center and **be respectful of customer parking for businesses as well as homeowner's driveways when parking on surrounding streets.** Public Parking is available on West Little Avenue/Bates Road behind the Colter Building and in the south parking lot at the Teton County Courthouse. *Please be advised that Main Street, from Short Street to Little Avenue will be closed to all vehicular traffic beginning at 8am and Bates Rd to Courthouse Drive will be closed to vehicular traffic beginning at 8:45am .*

Course – The Start and Finish line of the Fun Run and competitive 5K & 10K races will be on Main Street. The all-pavement course will head north on Main Street until turning west onto West Little Avenue/Bates Road at the stoplight. The elevation of Driggs is 6,213 feet and the course is relatively flat. At the turnaround points, runners and walkers will loop back following the same route to Driggs City Center. *(See provided Race Course Map)*

Aid Stations – There will be 3 Aid Stations along the course for runners and walkers. This will include one at the Start/Finish Line, one at the 5K turnaround (1.55 miles) and one at the 10K turnaround (3.1 miles) on Bates Road. A porta-potty will be available to all race participants near the 5K Aid Station.

Photographs/Video – The Community Foundation of Teton Valley will have photographers on the course, at the start/finish line and in the plaza. Any captured images and/or videos of the event may be used in Community Foundation of Teton Valley marketing material as well as being posted on social media platforms. The Community Foundation of Teton Valley reserves the right to use and incorporate, in whole or part, photographs or videos taken of Tin Cup Challenge participants and attendees. Like us on Facebook or follow us on Twitter @CFTetonValley to see photos, get updates and stay in the know!

Awards – Top racers will also receive a commemorative, hand-crafted Tin Cup ceramic mug. Racers may only win once and overall winners will not be eligible to win as part of their respective age groups. **Top competitive runners in each race will be recognized at an Awards Ceremony at 10:30am on the stage at the Driggs City Center Plaza** using the following categories:

- OVERALL male and female
- MASTERS (age 40+) male and female
- OPEN (age 19-39) male and female
- YOUTH (age 13-18) male and female

There will also be an additional kids category for those 12 and under for both competitive races. The three fastest children under 12 in each race will be recognized as part of the Awards Ceremony. **All children who participate in the Fun Run or races will be welcome at the kid's "Awards" table.**

Bike Valet – Worried about parking? Ride your bike instead and store it with Teton Valley Trails and Pathways at their free bike valet at Driggs City Center.



RACE GUIDELINES

1. Online registration will remain open at www.tincupchallenge.org until 6pm on Friday, July 15, 2016.
 2. In person registration will be available the week of the Tin Cup Challenge from 9am – 6pm beginning Wednesday, July 13, 2016 through Friday, July 15, 2016 at the Registration booth at Driggs City Center.
 3. Event day registration will be available at Driggs City Center beginning at 7:30am. Fees will increase for day of registrants.
 4. Start times for each race will be staggered as follows:
 - 9am: 5K/10K Competitive Race
 - 9:03am: 5K Fun Run/Walk Participants
- Runners and Walkers are asked to line up as directed at the Start Line at your scheduled start time. All walkers, individuals with strollers and those with dogs are asked to stay to the back of the line up to provide room for runners.
5. Competitive runners should be at the Start line with your race bib firmly secured on the front of your shirt by the start of the race.
 6. Only walkers, runners, strollers and wheelchairs are permitted. For safety, other wheeled transport (bicycles, skateboards, etc.) is not allowed.
 7. All Fun Runners/Walkers are asked to please **allow right of way to all competitive runners.**
 8. Well-behaved dogs on a short leash are welcome. Please pick up after them. No other animals are allowed.
 9. Competitive racers will be chip timed and minors may compete with parental/legal guardian consent.
 10. The Fun Run/Walk is not timed and minors may participate with parental/legal guardian consent.
 11. Race logistics preclude us from providing timing and support past noon. Teton County Idaho Search and Rescue, a participating nonprofit, has the authority to pull runners who are at risk.



**REQUEST FOR INFORMATION
ENGINEERING AND CONSULTING SERVICES
CEDRON ROAD SHOULDER WIDENING**

PURPOSE OF REQUEST

The County of Teton in the State of Idaho ("County") is soliciting responses to this Request for Information (RFI) to provide design services for the Cedron Road Shoulder Widening Project. Through this contract, the CONSULTANT will design the project, develop Plans, Specifications and Estimate (PS&E) to ITD standards and assist with contractor bidding and selection. Firms interested in performing the described work shall respond to this RFI by July 8, 2016 at 10:00 a.m. Please limit your response to 5 pages.

PROJECT DESCRIPTION:

Cedron Road (W8000S) is located in Teton County near Victor, ID west of State Highway 33. It is an asphalt road classified as a Major Collector. The project limits begin at the west edge of Victor City Limits and run west for 3.5 miles. See attached grant application with vicinity map for location. Existing conditions for Cedron Road consist of a 24 foot paved road section with unpaved shoulders approximately 2 feet in width each side of the traveled way. Cedron Road serves as an East-West connection for the south end of Teton Valley.

Teton County minimum road standards for a Major Collector consist of an 11-foot travel lane and 4-foot shoulder each direction. With the current 24-foot asphalt road section, there is not enough room for vehicle and non-motorized traffic. Improving the unpaved shoulders and applying 3 feet of asphalt on each side of the road will allow an ample road section for shared use.

Teton County was selected through the Local Highway Technical Assistance Committee (LHTAC) for the 2017 Local Highway Safety Improvement Program. Estimated funding for the project is as follows:

- a. Project Development - \$45,000 (Consultant fee)
- b. Construction Engineering - \$57,000 (not part of this scope)
- c. Construction - \$284,000

No new right-of-way acquisition is required for this project.

This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual.

PROPOSED SCOPE OF WORK:

The scope of work is to provide engineering design for the above project. The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

- 1) Survey: Conduct survey and develop topographic mapping to the level of detail needed for project design
- 2) Roadway Design: Includes development of structural section for shoulder
- 3) Prepare Plan, Specifications and Estimate (PS&E)
- 4) Assist Teton County in bidding and contractor selection

Anticipated Major Deliverables (Including but not limited to)

- Preliminary Design
- Final Design
- PS&E Package

TIME SCHEDULE:

The scope of work for this project will be completed as necessary in order to advertise for construction in Spring of 2017. Please provide a brief schedule of the necessary milestones to meet this schedule.

TERM AGREEMENT WORK CRITERIA:

All firms, including sub-consultants if used, must be pre-qualified for the Term Agreement Category of Work that each will complete under this work task agreement.

The following Category of Work will be applicable:

- B1 General Roadway Design
- C1 Survey & Mapping

SELECTION QUESTIONS:

If your firm is interested in performing the described work, please respond to the following questions. Please limit your response to 5 pages and submit by July 8, 2016 at 10:00 a.m.

- 1) What makes your firm uniquely qualified to provide professional services for this project?
- 2) Does your firm currently have the necessary resources available to complete this work within the proposed time frame?
- 3) Who will be the project manager assigned to this project? Provide a brief summary of team experience and qualifications.
- 4) What other projects and/or major responsibilities are assigned to the proposed Project Manager?
- 5) Describe how your firm proposes to staff this project to ensure it is completed on time and on budget?
- 6) If you will be using sub-consultants, identify key personnel and role relative to this project.
- 7) What innovative method would you propose to improve the performance of work and/or deliverables?
- 8) What challenges do you foresee for this project (include any budget concerns)?

Packsaddle Road Teton River Bridge – Key No. 19030
Term Agreement Consultant Questions
Bridge Rehabilitation

DESCRIPTION:

This project is intended to repair and stabilize the existing concrete bridge over Teton River. Built in 1956 this bridge is also known as Cache Bridge. The 2013 bridge inspection revealed moderate to severe concrete cracking throughout the structure with areas of exposed rebar and the sufficiency rating of 58.2. Erosion and scouring of the abutments are present. The bridge is 105 feet long.

PROPOSED WORK SCOPE

This scope of work will include Project Administration, Concept Development, Preliminary and Final Design, Preparing Plans, Special Provisions & Estimate (PS&E), and minor Public Involvement. It will also include preparing and obtaining approval of the Environmental document/s to the appropriate level.

PROJECT SCHEDULE

The following Major Milestone must be met, assuming **August 30, 2016** Notice To Proceed.

- PS&E Submittal **February 28, 2018**

TERM AGREEMENT WORK CRITERIA

All firms, including sub-consultants if used, must be pre-qualified for the Term Agreement Category of Work that each will complete under this agreement.

The following Categories of Work may be applicable:

- A1 Bridge Design
- A3 Hydraulics
- E1 Environmental Report Documentation/Management
- E4 Wetlands
- F1 Public Involvement
- H1 Geotechnical/Materials

If your firm is interested in performing the described work, please respond to the questions on the following page.

Upon receipt of responses a panel consisting of personnel from LHTAC, Teton County, and ITD will review and rank each firm's submittal creating a shortlist of applicants to interview or simply begin negotiations with the highest ranked firm. If negotiations are unsuccessful, Teton County reserves the right to select and negotiate with other firms in order of rank.

Response Criteria:

- Hard copies of responses shall be submitted by **5 pm July 20, 2016**.
- 5 copies of responses shall be submitted.
- Submittals shall be marked "**Packsaddle Rd Teton Rv Br – Key No. 19030**".
- Submittals shall be submitted to:
 - **Teton County Idaho**
Darryl Johnson, PE, PLS
150 Courthouse Drive
Driggs, ID 83422
- Limit Responses to 10 pages (one side, excluding a cover letter).
- Type font size shall not be smaller than 11 point.

Packsaddle Road Teton River Bridge – Key No. 19030
Term Agreement Consultant Questions
Bridge Rehabilitation

SELECTION QUESTIONS

1. What makes your firm and support team qualified to provide professional services for this project? (10 pts)

2. What is your understanding of this project? What challenges do you foresee during the design process and how will you address those issues? (15 pts)

3. Who will be the project manager assigned to the project? Provide a brief summary of experience and qualifications which are applicable to the Packsaddle Road Teton River Bridge project and address any other projects or major responsibilities which could interfere with the successful completion of this project. (25 pts)

4. Who are the key personnel that your firm will utilize for this project? Provide a brief summary of their experience and qualifications. How will this experience and expertise be applied to this project? (20 pts)

5. Will your firm hire any sub-consultants to complete some of the work? If so, identify each sub-consultant and explain what their respective role will be. (*Each proposed sub-consultant must be pre-approved on the Idaho Transportation Department's Term Agreement report for the category of work for which their services will be utilized.*) (10 pts)

6. Please provide three current examples of similar projects or work that you have successfully completed, along with references including contact information. How were the budget and schedule managed during the design of these projects? (20 pts)



FROM: Kristin Rader, Interim Planning Administrator
TO: Board of County Commissioners
RE: Planning Department Update
MEETING: July 11, 2016

The following items are for your review and discussion.

City of Victor – Survey Review Agreement

Attached is an agreement with the City of Victor to perform their survey reviews prior to recording surveys and plats. We recently approved a Survey Review Agreement with the City of Driggs. This is the same agreement, with the addition of item #10.

ACTION ITEM: Motion to approve the City of Victor Survey Review Agreement.

Code Enforcement Update

Current violations – update from 6-27-2016 meeting:

- Evan Frampton/Aaron Davis property (Packsaddle Rd.)
 - Earle Giles, Fire Marshal, sent a copy of his report. It had been sent to the Sherriff’s Office previously. A copy was provided to Kathy Spitzer.
- Corner Fox LLC – PEI Construction/Aaron Powers property (corner of 5000 S and Hwy 33)
 - Aaron Powers applied for a Conditional Use Permit for a Construction/General Contractor use on July 5. This will go to a public hearing with the PZC on August 16.
- Oliver Riehl property (N 500 W – Grouse Creek Subdivision)
 - IDWR sent a violation letter to this property about the possible stream alteration. They are planning a meeting to schedule a site visit.
 - We are still working on compiling Teton County’s violation letter.

Land Use Development Code Update

There is a joint PZC and BoCC work session scheduled on July 12 from 4pm-6pm to discuss the Draft Executive Summary and the list of staff changes/comments to the Draft Code.

Source Water Protection Plan

The Comprehensive Plan identifies a Key Action to develop a Source Water Protection Plan (page 6-21). Friends of the Teton River (FTR) has been working for the last few years to develop this plan. FTR is making minor text updates to the plan to ensure dates are correct and lists of water sources are accurate to date. The plan has been approved by the State, so it is ready to be adopted by the County. We have a few options for moving forward:

1. Schedule a public hearing with the Planning Commission to being the adoption process.
2. Hold off on adoption until a later date.
3. Schedule a work session with the Board, Friends of the Teton River, and staff to review the plan. After this work session, we can decide to move forward or wait.

ACTION ITEM: Decide how to move forward with the Source Water Protection Plan.

Attachments:

1. City of Victor Survey Review Agreement

**TETON COUNTY— CITY OF VICTOR
INTERAGENCY AGREEMENT FOR PROVISION OF SURVEY REVIEW
SERVICES BY TETON COUNTY SURVEYOR**

This AGREEMENT FOR PROVISION OF SURVEY AND PLAT REVIEW SERVICES BY TETON COUNTY SURVEYOR FOR SURVEY AND PLAT REVIEWS (the " Agreement") is made and entered into this ___ day of _____, 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, Idaho statute 50-1305 requires verification of plats by a professional land surveyor prior to recording; and

WHEREAS, Teton County employs a properly registered land surveyor who is capable of performing such survey review duties; and

WHEREAS, state statute further dictates that the county shall collect from the subdivider a fee reasonably related to the cost of providing such service.

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. The Teton County Surveyor will fulfill the plat review duties required for plats within the boundaries of the City of Victor.
2. The City will pay Teton County the following in exchange for the service:

Service	Fee Calculation	Total Fee
Survey Review Fee, (New Subdivision)	\$350 + \$30 administration	\$380
Survey Review Fee, (Boundary Line Adjustment, Lot Split, Annexation, Plat Amendment, etc.)	\$200 + \$30 administration	\$230

*The \$30 Administration Fee is to cover county processing/administration costs that are normally captured by a Land Use Application, when the development is in the county.

3. The City will provide for all other requirements of administering and approving the plat or survey.
4. The County will invoice the City within 30 days of the review being completed.

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. All notices in connection to this Agreement shall be in writing and shall be deemed delivered to the addresses when delivered in person on a business day at the address set forth under the signatures of this agreement below or on the same day as deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the address set forth under the signatures of this agreement below.
9. This agreement shall be construed and enforced pursuant to the laws of the State of Idaho.
10. This Agreement may be terminated at will, with or without cause, by either party upon 30 days' notice.

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

CITY OF VICTOR, IDAHO

ATTEST:

By: Mayor
City of Victor
PO BOX 48
60 S. Main St
VICTOR, Idaho 83422

By: City Clerk

TETON COUNTY, IDAHO

ATTEST:

By: Chair
Board of County Commissioners
PO BOX 122
32 Elm Street
Victor, Idaho 83455

By: County Clerk



AMENDMENT TO TITLE 9, TETON COUNTY SUBDIVISION ORDINANCE

ADDING: Chapter 11 - Building Permit Eligibility of Previously Created Parcels

PREPARED FOR: Board of County Commissioners Public Hearing of July 11, 2016

APPLICANT: Teton County Planning Department

Updated on 7/6 to include public comment

REQUEST: Staff is proposing to add a chapter to Title 9, the Subdivision Ordinance, to clarify (codify) a process to: 1) better define what parcels qualify for building rights, 2) determine the building right eligibility of a parcel, and 3) provide an action for recourse for a property owner who unknowingly purchases a parcel without building rights.

APPLICABLE CODE: Idaho State Code- 67-6513 Subdivision Ordinance & Teton County Subdivision Ordinance, Title 9-10-1 Amendment Procedure

APPLICABILITY: County wide, all zoning districts

AMENDMENT DESCRIPTION:

The proposed ordinance identifies what a “lot of record” is, and it also identifies the application, processing, and approval requirements that are needed to obtain building rights. There are parcels that were not created through a proper process to obtain building rights, but the owner may have had an expectation that a building right was available. However, these parcels cannot be considered “legally designated “lots”” (Teton County Code: 8-3-5) because they did not meet the legal (ordinance) requirements at the time of their creation. The purpose of this ordinance is to provide an official process where parcels can be reviewed and a Certificate of Building Permit Eligibility be issued. Unlike Title 8, this ordinance uses the term “lot of record” instead of “legally designated lot” because it was decided that “lot of record” was less confusing and a better description for the issue.

See Attachment 1 for the Amendment to Title 9, Subdivision Ordinance, Chapter 11 – Building Permit Eligibility of Previously Created Parcels. This amendment was recommended for approval by the Planning and Zoning Commission on June 14, 2016.

This proposed ordinance amendment provides clarity to the existing “Property Inquiry Process” (9-11-4 & 9-11-5) and what property owners can expect from going through the process - “Certificate of Building Permit Eligibility”. In most cases, the only way for a property owner without building rights to obtain them under the existing code is to go through the subdivision process. There have been some instances where two, nonbuildable parcels were not created through a proper process, but the parent parcel would have qualified for a One Time Only. The Planning Department has worked with both property owners to retroactively create the lots through the legal process.

The intent of this proposed ordinance is to provide remedy options to parcels that do not have building rights for any number of reasons. It does this in the following ways:

1. It clarifies that lots created before June 14, 1999 are considered buildable parcels.
2. It accepts all parcels created through the One Time Only process that had a survey recorded with a Teton County authorization signature.
3. It accepts all parcels created through the Agricultural Exemption process that had a survey recorded prior to September 22, 2003.
4. It accepts all parcels that had a survey recorded for a legal process in Teton County Title 9 that met the requirements of the identified process at the date of creation.

5. It accepts parcels that were approved by the Planning & Zoning Commission or Board of County Commissioners that have meeting minutes verifying the final approval.
6. It clearly identifies processes for obtaining building rights.

BACKGROUND:

The Teton County Planning and Building Departments started to be concerned about how parcels were created and if they had building rights in the fall of 2014. To help educate the public and provide a resource for property owners, the “Property Inquiry Process” was started. Since the fall of 2014, over 400 parcels in the county have been researched. The majority of the parcels researched were created through a proper, legal process to obtain building rights. However, there are some parcels that were not created through a proper process to obtain building rights or did not meet the criteria of approval for a process that was followed.

It is important to understand the distinction between a parcel being created and a parcel obtaining building rights. A survey or a deed are used to create a parcel. However, a county adopted process, such as the One Time Only Land Split or Subdivision, that has specific criteria of approval adopted that must be met creates a parcel with building rights.

The reasons some parcels created through a process did not meet the adopted criteria of approval can be narrowed down to two main issues: 1) the lot size did not meet the underlying zoning and 2) the parcel(s) was not eligible to split. Eligibility to be split is determined by the process. For example, a parcel created through an agricultural split is not eligible for the One Time Only Land Split.

Through the “Property Inquiry Process”, it was identified that parcels do not have building rights for a variety of reasons. As well, parcel tax IDs (RP numbers) have caused some confusion in the identification of buildable parcels. The legal description of a property on a recorded deed is used to determine the parcel size and shape, while the creation of that parcel is used to determine if it has building rights. RP numbers are assigned by the Assessor’s Office for taxing purposes, and they do not necessarily match the deeded legal description. In some cases, a deeded parcel may have several RP numbers because the property may cross taxing districts, townships or ranges, or the use of the land may vary, but it would still be considered one buildable or nonbuildable parcel. Likewise, there may be one RP number that has multiple buildable or nonbuildable parcels. A property owner could have several deeded properties that are adjacent and request one RP number to reduce the number of tax bills received, but that would not affect the number of buildable/nonbuildable parcels owned by that property owner unless the legal descriptions were officially combined into fewer parcels.

Of the over 400 parcels researched through the Property Inquiry Process, only 35 were identified as having no building rights. Of those 35, only 4 were identified as having no options under the existing code to obtain building rights due to the lot size and zoning requirements. This ordinance would provide building rights to the 4 parcels that currently have no options, as well as to many of the other 31 parcels identified as not having building rights.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE:

Idaho Code, Title 67; Section 67-6509 and 67-6513.

COMMENTS FROM PUBLIC AT LARGE:

Staff received two public comment letters by the July 4 deadline.

CRITERIA OF APPROVAL & STAFF COMMENTS:

1. Consistent with purposes of the Teton County Subdivision Ordinance.

The proposed amendment and associated text changes are consistent with Section 9-1-3 Purposes and Scope of Title 9 of the Teton County Code. Specifically, in particular 9-1-3-F: "Design of development in accordance with all regulations applicable to the area..." and 9-1-3-I: "Platted lots and existing lots of record are exempt from the scope of the regulations contained in Section 9-3-2 and Chapter 5 of Title 9." This ordinance identifies legal processes to obtain building rights, which have identified regulations for approval. This process also defines what a lot of record is. These lots would be exempt from the Title 9 regulations in terms of obtaining building rights, because they are already considered buildable. Parcels that are not considered buildable, and therefore not a lot of record, are not exempt from the Title 9 regulations.

2. Consistent with Comprehensive Plan.

The proposed amendment is consistent with the Teton County Comprehensive Plan 2012-2030. This proposal provides an approval process to reduce the "incentives" or desire to subdivide into smaller lots to obtain building rights.

3. Consistent with other sections of the Teton County Zoning and Subdivision Ordinances.

The proposed amendment is consistent with other provisions of the Teton County Code. Title 8 states that "no building or structure shall be built, altered, or used unless it is located on a legally designated "lot"." This proposal clearly identifies what a "lot of record" is (used in place of legally designated lot), which will allow for those parcels to comply with Title 8.

4. Consistent with State Statute.

The proposed amendment is consistent with the Idaho State Local Land Use Planning Act 67-65.

67-6502. PURPOSE. The purpose of this act shall be to promote the health, safety, and general welfare of the people of the state of Idaho as follows:

(a) To protect property rights while making accommodations for other necessary types of development such as low-cost housing and mobile home parks.

(b) To ensure that adequate public facilities and services are provided to the people at reasonable cost.

(c) To ensure that the economy of the state and localities is protected.

(d) To ensure that the important environmental features of the state and localities are protected.

(e) To encourage the protection of prime agricultural, forestry and mining lands and land uses for production of food, fiber and minerals, as well as the economic benefits they provide to the community.

(f) To encourage urban and urban-type development within incorporated cities.

(g) To avoid undue concentration of population and overcrowding of land.

(h) To ensure that the development on land is commensurate with the physical characteristics of the land.

(i) To protect life and property in areas subject to natural hazards and disasters.

(j) To protect fish, wildlife and recreation resources.

(k) To avoid undue water and air pollution.

(l) To allow local school districts to participate in the community planning and development process so as to address public school needs and impacts on an ongoing basis.

(m) To protect public airports as essential community facilities that provide safe transportation alternatives and contribute to the economy of the state.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The proposed amendment supports the goals, purposes, and intent of the Teton County Comprehensive Plan.
 - a. Goal ED 2, Policy 2.1: Encourage development and land use proposals that support prime economic values of rural character and heritage.
 - b. Goal ED 4, Policy 4.9: Maintain rural areas that encourage farming and ranching and support low density residential development.
 - c. Goal ARH 1 Policy 1.6: Encourage higher density development in the cities of Driggs, Victor, and Tetonía.
2. The proposed amendment supports the goals, purposes, and intent of Teton County Title 9, Subdivision Ordinance.
3. The proposed amendment is in compliance with Idaho State Statute, specifically the Purpose found in 67-6502.

POSSIBLE MOTIONS

The following motions could provide a reasoned statement if a Commissioner wanted to approve or deny the application:

APPROVAL

Having found that the proposed amendment to Title 9 is in compliance with state statute and supports the Comprehensive Plan and other Teton County ordinances, for the following reasons _____, I move to approve the amendment as presented in the attachment entitled "CHAPTER 11 - BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS" [with the following changes].

DENIAL

Having found that the proposed amendment to Title 9 is in not in compliance with state statute and does not support the Comprehensive Plan and other Teton County ordinances, for the following reasons _____, I move to deny the amendment as presented in the attachment entitled "CHAPTER 11 - BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS".

RESOLUTION TO ADOPT AMENDMENT

According to Idaho State Statute 67-6509c, no plan (ordinance) shall be effective unless adopted by resolution by the governing board. A resolution enacting or amending a plan or part of a plan may be adopted, amended, or repealed by definitive reference to the specific plan document. If the Board agrees to approve the application, a resolution will also need to be approved to officially adopt this amendment to Title 9. Attachment 2 includes RESOLUTION NO. 2016-0711a to adopt an amendment to Title 9, adding Chapter 11.

Prepared by Kristin Rader

Attachments:

1. PZC Recommended 9-11 Ordinance
2. Resolution No. 2016-0711a to adopt amendment to Title 9
3. Public Comment letters

End of Staff Report

ORDINANCE NO. 2016-9-11

AN ORDINANCE OF THE COUNTY OF TETON, STATE OF IDAHO, ADDING TETON COUNTY CODE TITLE 9, CHAPTER 11 TO ADDRESS THE BUILDING RIGHT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS.

BE IT ORDAINED by the Board of County Commissioners of Teton County, Idaho that Title 9, Chapter 11 of the Teton County Code shall be added as follows:

CHAPTER 11

BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS

SECTION:

9-11-1 PURPOSE AND INTENT OF PROVISIONS.

9-11-2 LOT OF RECORD – REQUIRED FOR GRANTING OF CERTAIN PERMITS – CRITERIA FOR DETERMINATION.

9-11-3 NOTICE OF VIOLATION – REQUIRED WHEN – CONTENTS – EFFECT.

9-11-4 CERTIFICATE OF COMPLIANCE – REQUEST FOR DETERMINATION AUTHORIZED.

9-11-5 CERTIFICATE OF COMPLIANCE – APPLICATION PROCEDURE – DOCUMENTS TO BE SUBMITTED – FEE.

9-11-6 FAILURE TO COMPLY AND ILLEGAL DIVISION OF LAND DEEMED MISDEMEANOR – PENALTY.

9-11-7 NONCOMPLYING PARCELS – PROCESSES FOR OBTAINING BUILDING RIGHTS.

9-11-8 APPEAL OF FINAL DECISIONS.

9-11-1 PURPOSE AND INTENT OF PROVISIONS

In accordance with the provisions of the LLUPA (Idaho State Code 67-65), it is the purpose and intent of the Board of County Commissioners to establish procedures for placing purchasers of illegally split parcels on notice that such parcel split occurred in violation of the LLUPA and the requirements of Teton County Code- Title 9, and to provide for a means of certifying that the real property does comply with the provisions of LLUPA and Teton County Code- Title 9.

9-11-2 LOT OF RECORD – REQUIRED FOR GRANTING OF CERTAIN PERMITS – CRITERIA FOR DETERMINATION

No building permit, grading permit, nor any other permit may be issued, nor any approval granted necessary to develop any property, unless and until said property has been determined to be a lot of

43 record; provided further, such permits may be denied if the applicant was the owner of the real property
 44 at the same time of the violation or currently owns the property with the knowledge of the violation as
 45 provided through a notice of violation pursuant to the procedures set forth herein.

46

47 For a parcel to be considered a lot of record, its specific boundaries must have been established or set
 48 forth by one of the following means:

49

50 A. A signed & recorded subdivision plat;

51 B. If the parcel was created BEFORE June 14, 1999;

52 a. A deed describing the parcel by a metes-and-bounds description recorded prior to June
 53 14, 1999 (contiguous sub- “lots” or sub- “parcels” described on a single deed are
 54 considered a single parcel); or

55 b. A record of survey recorded prior to June 14, 1999 showing the existing boundaries.

56 C. If the parcel was created AFTER June 14, 1999;

57 a. A recorded “One-Time-Only” survey with a Teton County authorization signature
 58 (these may also be labeled as “Lot Split”, “Land Splits”, or something similar); or

59 b. A recorded “Agricultural Exemption” survey recorded prior to September 22, 2003
 60 (these may be labeled as an “Ag. Split”, “Ag. Break-off” or something similar); or

61 c. A recorded survey identifying the legal process in Title 9 and the created parcels met
 62 the requirements of the identified process in Title 9 at the date of creation.

63 D. Any of the above means combined with a County-approved and recorded boundary adjustment
 64 survey or amended plat;

65 E. Any parcel that was approved by the Planning and Zoning Commission or Board of County
 66 Commissioners and there are minutes verifying the final approval;

67

68 **9-11-3 NOTICE OF NO BUILDING RIGHTS – REQUIRED WHEN – CONTENTS –**
 69 **EFFECT**

70

71 If the Planning Administrator becomes aware of any parcel which has not resulted from a legal division
 72 or consolidation of property in compliance with LLUPA and applicable County Codes, he/she will
 73 send to the property owner, or owners, of said property written notice notifying them of the violation.

74 This written notification will advise the property owner(s) that:

75

76 A. The Planning Administrator has determined that subject property together with other
 77 contiguous property has been divided or has resulted from a division in violation of LLUPA
 78 and applicable County codes;

79 B. No building permit, grading permit nor any other permit may be issued, nor any approval
 80 granted necessary to physically develop said property (this does not include subdividing),
 81 unless and until an identified approval process 9-11-8 is completed, approved, and recorded in
 82 full compliance with the LLUPA and provisions of this Chapter, adopted pursuant thereto.

83 C. The Planning Administrator will cause a notice of violation to be recorded in the office of the
 84 county recorder within 15 days of notification to property owner(s) which will describe the

85 violation and the property and name the owner(s) thereof. This notice when recorded will be
 86 constructive notice of the violation to all successors in interest of said property;

87
 88 **9-11-4 CERTIFICATE OF BUILDING PERMIT ELIGIBILITY - REQUEST FOR**
 89 **DETERMINATION AUTHORIZED**

90
 91 Any person owning real property may apply for a Certificate of Building Permit Eligibility, and the
 92 County shall determine whether said property was created in a way that complied with the provisions
 93 of Title 9, and thus constitutes a legal and buildable parcel.

94
 95 **9-11-5 CERTIFICATE OF BUILDING PERMIT ELIGIBILITY – APPLICATION**
 96 **PROCEDURE – DOCUMENTS TO BE SUBMITTED – FEE**

97
 98 A. Application.

99 a. Application for a “Certificate of Building Permit Eligibility” shall be made with the
 100 Planning Department in accordance with the following specifications:

101 i. A completed application form must be filled out

102 B. A notice stating the following shall be signed:

103 a. This certificate relates on to issues of compliance or noncompliance with LLUPA and
 104 local ordinances enacted pursuant thereto. The parcel described herein may be sold,
 105 leased or financed without further compliance with LLUPA or any local ordinance
 106 enacted pursuant hereto. Development of the parcel may require issuance of a permit
 107 or permits, or other grants of approval.

108 C. The required filing fee(s).

109
 110 **9-11-6 FAILURE TO COMPLY AND ILLEGAL DIVISION OF LAND DEEMED A**
 111 **VIOLATION**

112
 113 Those parcels of land which are subdivided contrary to the provisions of this title shall not constitute
 114 legal building sites and no permit shall be issued for the installation of fixtures or equipment or for the
 115 erection, construction, conversion, establishment, alteration, or enlargement of any building, structure
 116 or improvement thereon unless and until an identified approval process (9-11-7) is completed,
 117 approved, and recorded in full compliance with the LLUPA and provisions of this Chapter. Any person
 118 who subdivides or causes to be subdivided land without complying in all respects with the provisions
 119 of this title shall be subject to prosecution as define in Teton County Code Title 1, Chapter 4.

120
 121 EXCEPTION: Parcels created for bona-fide agricultural purposes in conformance with Teton County
 122 Code, Title 9-2-2, definition of “Agricultural Exemption“ or parcels created without building rights,
 123 where a “Notice of No Building Rights” has been recorded referencing the property, shall not be found
 124 to be in violation of this title.

125

126 **9-11-7 NONCOMPLYING PARCELS – PROCESSES FOR OBTAINING BUILDING**
127 **RIGHTS**

128
129 The owner, purchaser, or his successor in interest, of a parcel which is the result of a division of land
130 that did not comply with the provisions of Title 9 may utilize the following provisions to bring the
131 parcel/parcels into compliance:

- 132
133 A. Recordation of no building rights: if the illegal split resulted in two (2) parcels, but there was
134 only one (1) building right and the property owners of the two lots agree that one of the lots
135 will remain unbuildable, they may record an official document clarifying which parcel would
136 receive the building right and which one would not.
- 137 B. Retroactive One-Time-Only:
- 138 a. Applicability-The parent parcel of the illegal split would be eligible for a One-Time-
139 Only under the current code.
- 140 b. Process- The process for a One-Time-Only split must be followed, and the required
141 fees for that process shall be submitted as well. The property owners of both parcels
142 must sign the application.
- 143 c. Criteria for Approval- All requirements and submittals for the One-Time-Only shall be
144 followed.
- 145 C. Subdivision Process:
- 146 a. Applicability-The parent parcel of the illegal split would be eligible for a subdivision
147 under the current code.
- 148 b. Process- The process for a subdivision must be followed, and the required fees for that
149 process shall be submitted as well. The property owners of all parcels must sign the
150 application.
- 151 c. Criteria for Approval- All requirements and submittals for the subdivision shall be
152 followed.

153
154 **9-11-8 APPEAL OF FINAL DECISIONS**

155
156 Decisions of the Board of County Commissioners are final. Applicants or affected property owners
157 shall have no more than 14 days after the written decision is delivered to request reconsideration by
158 the BoCC. If still not satisfied with a decision of the Board of County Commissioners, one may pursue
159 appeals to District Court within 28 days of the written decision being delivered.



RESOLUTION NO. 2016-0711a
TETON COUNTY BOARD OF COUNTY COMMISSIONERS
ADOPTION OF AMENDMENT TO THE TETON COUNTY CODE OF
ORDINANCES, TITLE 9 SUBDIVISION ORDINANCE ADDING CHAPTER 11

WHEREAS, the Board of County Commissioners (Board) desires to amend Title 9, “SUBDIVISION ORDINANCE” of the Teton County Code of Ordinances to add CHAPTER 11: BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS; and

WHEREAS, the Planning & Zoning Commission held public hearings on April 12, 2016, May 17, 2016, and June 14, 2016 noticed in accordance with Idaho Code Title 67, Chapter 65, Section 6509, accepted testimony at said hearings, and recommends adoption of the Title 9 amendments; and

WHEREAS, the Board held a public hearing on July 11, 2016 properly noticed in accordance with Idaho Code Title 67, Chapter 65, Section 6509; and

WHEREAS, the Board considered testimony and information presented at this hearing; and

WHEREAS, the proposed changes to Title 9 are in accord with the “Teton County Comprehensive Plan – A Vision and Framework 2012-2030”.

NOW THEREFORE, BE IT RESOLVED by the Teton County, Idaho, Board of County Commissioners as follows:

- Section 1. The Board of County Commissioners hereby approves and adopts the proposed amendments to Title 9, Subdivision Ordinance, of the Teton County Code of Ordinances, said amendments are attached to this resolution and incorporated as Appendix A.
- Section 2. This Resolution shall be in full force effective upon its date of adoption.
- Section 3. If any part of this Resolution is invalid for any reason, such invalidity shall not affect the remainder of this Resolution.

DATED this the _____ day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS

Bill Leake, Chair

Kelly Park

Cindy Riegel

ATTEST:

Mary Lou Hansen, County Clerk

July 1, 2016

Re: Public Comment for Teton County Commissioners July 11, 2016 Meeting
 Amendment to Title 9, Teton County Subdivisions Ordinance
 Proposed Ordinance 9-11-1 et seq.

Dear Teton County Commission Chairman Leake and Commissioners Riegel and Park:

Thank you for taking my comment. If you have already firmly made up your mind to pass this ordinance, then I am reminded of the saying "If you can't change your mind, are you sure you still have one?" Despite my experience with statutory construction and statutory interpretation rules as a Wyoming and Pennsylvania attorney and former district court judicial law clerk and former part-time magistrate, it has been extremely difficult deciphering the proposed ordinance. Although Ms. Spitzer was quoted as saying "A lot of people have figured out they are going to be ok" under the ordinance, the truth is that a person with one of the lots described in section 9-11-2 cannot figure out if they are hurt or helped by the ordinance given its poor drafting. The ordinance is internally inconsistent, incomplete, paradoxical, vague and poorly conceived by non-legal staff without the concept of the bundle of property rights, leaving it ambiguous and unworkable in most all circumstances. It does not contain definitions or express, plain language sufficient to make clear the outcome for circumstances intended to be covered by the ordinance. Instead we are left with a jumbled salad of these phrases in provisions that do not work in harmony. The ordinance as proposed does not inform or solve anything; rather it confuses. The number of hours and effort put into creating this version are irrelevant if it remains incomplete and unworkable.

The County Commissioners might tread more lightly as to its citizens than this ordinance allows. The record up to this point contains evidence of County employees shifting and changing rationales as to why the County is not at fault and need not honor its previous approvals, of backing away from pinning the matter on Mr. Hibberd who signed documents approving splits, and of an initial hard-line approach that intended deprive persons of property rights without reasonable time being allowed for persons to "fix" their lots. The County's initial "buyer beware" argument is laughable for trying to shift blame to innocent buyers and for the reality it denies: no amount of due diligence would have uncovered anything wrong with a person's residential lot given everyone's true reality was that these were legal, buildable, residential lots. No matter who you asked - the county, the realtors, the bankers, these OTO lots were legal and buildable. As Julie in records stated to me "[t]his was the way we did splits back then."

Here is what I would like you to know:

The Proposed Ordinance Has Glaring Defects in its Construction and Application.

1. Section 9-11-2 is at odds with sections 9-11-3 and 9-11-6. At the last P & Z meeting on June 14th, 2016, the Commissioners made a change that made the then-incomplete ordinance even worse by taking out the phrase "legally created" in section 9-11-2 lines 42-43, and 47 and substituting the phrase "lot of record". Note

that Section 9-11-6 states that lots created contrary to the provisions of Title 9 (which includes the OTO provision) shall not constitute legal building sites. So for example, before the phrase substitution, some of the lots described in 9-11-2 A-E were buildable lots as they were labeled as “legally created” by the ordinance, even if the lot resulted from an imperfect OTO split (such as coming from a parcel smaller than 20 acres). But after the substitution as a “lot of record” these lots are destined to be “illegal” under the ordinance because the term “lot of record” appears nowhere else in the ordinance and has no significance in the rest of the ordinance. The ordinance defines but makes no provision for differential treatment of these “lots of record.” How this fits in with the rest of the ordinance is not addressed. This is a glaring omission. A lot that is a “lot of record” that was an imperfect OTO split must be deemed to be “illegal” and without building rights by section 9-11-6 and potentially section 9-11-3. The previous version is still criticized for not being explicit about whether a “legally created” lot had building rights, but this version gives the lots painstakingly defined in 9-11-2(A-E) no chance at having building rights through the ordinance. Was that the intent here? Were these meant to be exceptions? Accordingly, this version’s application has draconian effects as compared with the most recent version based on this one change of language that strips away any legal protection for those who followed County-directed processes and obtained County approval(s). Are these “lots of record” buildable or not? Were the “legally created” lots of the previous version intended to be buildable or not? This needs to be determined and stated clearly within the ordinance. Send the ordinance back to the Commissioners for clarifications.

2. Section 9-11-8 titled “Appeal of Final Decisions” says that Board of County Commissioners’ decisions are final; however there are no Board of County Commissioners’ decisions contained within the ordinance. Appeals of the Planning Administrator’s decisions are not mentioned at all. This section appears to be superfluous and shows the incomplete thoughts behind the ordinance.
3. Section 9-11-5(B) is terribly incomplete, as it does not make any statement about buildability which is the core of the reason for the Certificate! The subsection is grammatically incorrect. It cannot be exactly determined from the text who will sign the notice.
4. Scriveners and other errors.
 - i. Some section titles on lines 17 through 28 do not match the titles written above the actual sections of text within the ordinance.
 - ii. Phrases “Notice of No Building Rights” and “notice of violation” are used in sections 9-11-3 and 9-11-6 but it is unclear whether they refer to the same notice. The words “Notice of No Building Rights” do not appear anywhere in the section titled “Notice of No Building Rights” despite the rule that titles are not included nor inform content of a provision.

- iii. On line 81, there is an errant section number. On line 116 the reference to section 9-11-7 should be included within the sentence structure more formally rather than in parentheses.
 - iv. "May" or "will" appears throughout the ordinance where "shall" is needed (lines 41, 43, 79). The use of the permissive word "may" causes extreme difficulties in enforcement of an ordinance and may violate the County's own interpretation provisions found in Teton County Ordinance 9-2-1(B) regarding uses of "shall" and "may". Particularly on line 43 the "may" makes the Planning Administrator's action discretionary and subject to inconsistent or potentially arbitrary and capricious application. Similarly Teton County Ordinance 9-2-1(A) stating that tenses are disregarded requires more explicit articulation of language rather than use of tenses to convey meaning about the timing of events covered by the ordinance.
 - v. As it reads now, the Planning Administrator (or Building Department) cannot require an owner to apply for a Certificate of Building Permit Eligibility, since that section 9-11-4 states the owner "may apply" for a Certificate. The word "may" is permissive under Teton County's own Ordinance 9-2-1(B) regarding uses of "shall" and "may."
5. You should be concerned that language explaining the connections between the terms "lot of record", "illegal" and "building permit eligibility" and "building rights" is absent from the proposed ordinance. Instead we are left with a jumbled salad of these words in provisions that do not work in harmony and are not internally consistent. The main issue here is whether a lot has a building right. Yet in the two most recent versions, whether the painstakingly defined "lots of record" or "legally created" lots have building rights is not stated or made clear. In another section lots can be deemed illegal or without building rights at the discretion of the Planning Administrator. Consistent application of the law is a building block of good governance.
 6. As it reads now on line 71, the Planning Administrator determines on her/the County's own dime whether a lot is illegal without being able to require the owner to pay the fee for the analysis.
 7. Section 9-11-7's provisions that require neighbors to work together in order for one party to receive building rights are naïve, unworkable and will sow divisions and lawsuits between neighbors who are not interested in having a home built next door. It gives undue power to a neighbor by making their participation voluntary. Inclusion of alternate action for such a scenario should be included. The policy effects of the County's ordinance will be the sowing of divisiveness between neighbors, of neighbors ganging up on a neighbor in its communities to prevent development, of creating outcasts of innocent persons and families in most cases.

My Facts:

8. I own a 5 acre vacant lot in Teton County, Idaho affected by this matter as it was created by a One Time Only split of 10 acres by a previous owner. The One Time Only Split of Land survey for my lot was signed in 2007 by County Planning and Zoning Administrator Kent Hibberd and the Fire Marshal and duly recorded.
9. Since the split, taxes have been assessed on the lot based upon it being a residential lot. We bought our lot to build our future humble home to raise our family and later use during retirement in the community we love, in which we have many friends and acquaintances gained through living 18 years in the area. We used the majority of our retirement savings to purchase the lot for these purposes.
10. It is therefore nightmarish to learn through unofficial sources (given the County's failure to dutifully analyze and notify those who are affected) that our nest egg is being deemed rotten by the County based on the County whimsically alleging (against the weight of evidence and established legal defenses) that the County itself or its true agent made some long-past decisions that it now wants to second guess by damaging hundreds of innocent Valley residents. This ordinance is arbitrary, capricious and manifestly and grossly unjust, both facially and as applied.

The Problem:

11. A problem well defined is a problem half solved. The problem is that since at least 2013 or thereabouts, some county staff have been intent on revising the history, certainty, and in essence the reality of the past decade for both rich and poor Valley residents by floating the ridiculous fallacy that certain lots created with the approval of the County Planning and Zoning Administrator were stripped of their building rights upon their creation, unbeknownst to all parties for up to fifteen years. That premise is a false legal conclusion without any basis in reality, contrary to the great weight of the evidence, contrary to established property law and other legal principles and plainly self-serving of the County's new agenda of non-development. It shocks the conscience that County staff and the Commissioners are preparing to play so fast and loose with honest, hardworking peoples' lives by cutting good folks' properties' values in half or worse. There may be some big fish the County are trying to fry here but too many smaller fish are being caught in the fryer too.

General Comment:

12. If the intent was to not deem "lots of record" as buildable, then the ordinance is completely worthless as it codifies the County's deception against unsuspecting and innocent property owners who now lose their properties' value, use and enjoyment due to this sordid affair. To the contrary, owners should be protected against County malfeasance where owners followed a County-directed process and received county approval through its representative's signature that waived certain lot split requirements. These imperfect OTO splits were for residential use and ratified for many, many years by so many actions taken by County departments for the County's benefit.

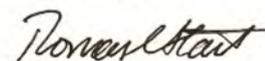
13. Cavalierly reinterpreting the past, attempting to undo platted, surveyed and approved residential lots and devaluing real property in an unprecedented attempt to “take a second bite at the apple” through a “do-over” is highly objectionable to those affected and society. It may have been incompetence by the County so long ago to have approved lots for residential use that did not meet certain criteria of the OTO, but this attempted denial or taking of vested property building rights of innocent, bona fide purchasers borders upon corruption and will cost Teton County taxpayers increased taxes for the legal fees to defend it plus make the County the laughing stock of the other 3,142 counties in the nation. Boal’s original version was so ruthless it contained a cut-off date for rectifying parcels that no person of average means could meet. This choreographed rush to push this fatally flawed ordinance through as some sort of band aid and firewall against development will open a new, even greater self-created wound and usher in more uncertainty for the County should it be codified into law in its current form.

Recommendations:

1. Having reviewed the proposed Ordinance No. 2016-9-11, please table it or find that it needs to be remanded to the Planning and Zoning Commission for revisions that clarify matters of building rights and prevent its arbitrary and capricious application.
2. Resolve that the lots described in section 9-11-2 are “lots of record”, “legally created” and “contain building rights” in so far as may be practically resolved by the Board. Follow some of Boal’s recommendations as to grandfathering splits of a certain minimum size and other suggestions he made within the documentation he submitted to the Planning and Zoning Commissioners this past Spring.
3. Direct the County to perform its own analysis to identify affected lots and expressly notify their owners of their property’s status before and after the ordinance and whether any action would be required of them under the ordinance.

Please do the right thing by having the ordinance fixed before passage so as to not cause financial and emotional injury and catastrophic damage to Valley citizens. This new interpretation of the past will otherwise cause grave life changes and lawsuits for innocent property owners, bona fide purchasers of property for fair-market-value, the County, the State, the banks, the title agencies, the realtors and the past owners.

Sincerely,



Thomas C. Stanton, Esq. MA
 25 E. 450 S. Victor, ID
 P.O. Box 93 Landenberg, PA
 P.O. Box 4698 Jackson, WY
TetonLaw@Gmail.com
 (307) 690-6023

July 3, 2016

Attn: Teton County Commissioners
Kristin and Teton County Planning and Zoning,
RE: Building Rights Resolution

Thank you for all your time and efforts that you have put in to fixing the difficulties many Teton County residents have faced in an absence of building rights. There have been many parties involved from landowners to local government to the realtors. This has been a difficult situation for everyone involved requiring patience by all involved.

When I purchased the land just over a year ago, my Realtor ensured me my property had building rights. I started saving and selecting house plans to build my home. In February my realtor called me with the devastating news—without building rights the loan on my property became 5 times greater than the new value of my land. I was then told that through a subdivision process and a few thousand dollars I could have my building rights. It may not sound like much money to some but it would have crippled me financially. I had put everything in to buying the land.

Although I may not be able to build this summer as I was hoping. With this new ordinance I have the potential too as well as the other affected land owners in Teton County. I appreciate that you found a way to do this without putting the financial burden on the land owners, except that my realtor has informed me of hundreds of dollars and maybe more I may owe because of surveying costs incurred by Arnold at AW Engineering in his re-surveying the land which turned out to be unnecessary. Hopefully my realtor's information is incorrect as we were not the ones who created the lots. We were the ones misled.

I approve of the Idaho State Code- 67-6513 Subdivision Ordinance & Teton County Subdivision Ordinance, Title 9-10-1 Amendment Procedure.

Sincerely,

Heather Minor



FROM: Wendy Danielson, Interim Building Administrator
TO: Board of County Commissioners
RE: Building Department Update
MEETING: July 11, 2016

The following items are for your review and discussion.

**Building Administrator & Building Official Job Descriptions
Building Department Reorganization**

We are still waiting for updated job descriptions and titles from BDPA.

Building Permit Statistics

The attached reports give details and a summary of permits that were issued through the first 3 quarters of the fiscal year. I've included the Planning Department information as well but moving forward, this will be tracked by them separately.

Building permits for new home construction, at 61, have already exceeded the total of 57 that were issued in fy15. The total number of permits are also up. With the number of permits that have been issued, the applications that are pending, and the submittals that we are anticipating, it seems safe to say that the department will continue to be busy through the end of summer and into the fall.

The Planning Department revenue to date have already exceeded last year's total as well. The application total is only 1 shy of last year.

Impact fees collected through the 3rd quarter stand at \$123,284.17.

Progress & Good News

Two of the unfinished townhomes in Aspen Point have been purchased and will be completed by the new owner. These units were previously in the floodplain and were therefore not eligible for Certificates of Occupancy. With the recent CLOMR, they are now out of the mapped floodplain and will most likely be completed and have the C.O. by the end of the summer. This is small, but a good start to cleaning up some of the outstanding issues in the County.

Building Department **Fiscal Year 2015**

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	YTD	
Single Family Dwellings	4	1	1	1	2	1	9	8	8	8	9	5	8	57
Commercial	0	1	0	0	1	1	0	0	0	0	0	1	0	4
Other Structures	4	1	1	0	0	9	4	4	4	7	5	3	10	48
Misc. permits	2	2	1	1	1	2	1	2	2	7	9	2	7	37
Total Permits	10	5	3	2	4	13	14	14	22	23	11	25	146	
Re-activation / extension	1	0	1	1	2	1	0	0	1	1	1	1	0	9
Total Impact Fees	\$8,023.84	\$2,090.29	\$0.00	\$2,005.96	\$4,011.92	\$2,531.17	\$18,053.64	\$14,041.72	\$18,053.64	\$16,047.68	\$10,029.80	\$16,047.68	\$110,937.34	
Total Permit Fees	\$10,272.34	\$5,072.05	\$1,425.75	\$1,904.65	\$4,209.84	\$9,880.80	\$17,543.13	\$9,181.84	\$19,090.90	\$20,987.72	\$10,555.01	\$15,100.72	\$125,224.75	

Single Family Dwellings includes setting permits for manufactured homes

Other Structures = replacement of SFD w/out impact fee, garages, sheds, barns, carports, Ag

Misc. = mechanical, additions, remodels, foundation

10/5/2015

Building Department Fiscal Year 2016

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	YTD
Single Family Dwellings	10	5	2	1	0	5	7	15	16				61
Commercial	0	1	0	0	0	1	0	2	1				5
Other Structures	5	4	0	0	0	3	4	3	14				33
Misc. permits	5	0	1	0	2	2	0	1	3				14
Total Permits	20	10	3	1	2	11	11	21	34	0	0	0	113
Re-activation / extension	0	0	0	1	0	0	0	0	0				1
Total Impact Fees *	\$20,059.60	\$10,950.41	\$4,011.92	\$2,005.96	\$0.00	\$10,029.80	\$14,041.72	\$30,089.40	\$32,095.36				\$123,284.17
Total Permit Fees	\$16,837.59	\$7,842.42	\$3,637.06	\$702.23	\$50.00	\$8,343.84	\$11,405.08	\$32,760.62	\$33,876.58				\$115,455.42

Single Family Dwellings includes setting permits for manufactured homes

*Impact fees: {Nov. - Commercial = \$ 920.61 Res = \$10,029.80}

Other Structures = replacement of SFD w/out impact fee, garages, sheds, barns, carports, Ag

Misc. = mechanical, additions, remodels, foundation

7/5/2016

HISTORIC INCOME AND PERMIT COUNT

FISCAL YEAR CALCULATION

BUILDING FEES	2008	2009	2010	Fiscal 2011	2012	2013	2014	2015	2016
Residential	148	74	34	9	12	23	25	57	61
Commercial	10	3	1	1	6	1	5	4	5
Other Structures	29	23	38	16	30	47	45	48	33
Misc. Permits				11	18	27	23	37	14
Total Permits	187	100	73	37	66	98	98	146	113
Re-activations					8	6	3	9	1
Permit fees	\$245,000.00	\$63,143.35	\$49,384.80	\$26,334.42	\$45,058.55	\$73,356.26	\$74,223.43	\$110,124.03	\$115,455.42
Residential Impact fees	N/A	26 @ \$52,154.96	19 @ \$38,113.24	12 @ \$24,071.52	13 @ \$26,077.48	23 @ \$46,137.08	25 \$50,149.00	55 @ \$110,327.8	61 @ \$122,363.56
Commercial Impact fees	N/A	2 @ \$5,339.74	1 @ \$84.30	2 @ \$1,035.47	3 @ \$885.32		3 @ \$1,012.14	2 @ \$609.54	1 @ \$920.61

PLANNING AND ZONING DEPARTMENT HISTORIC INCOME and UNITS

PLANNING AND ZONING FEES	2008	2009	2010	Fiscal 2011	2012	2013	2014	2015	2016
Planning and Zoning Applications	OTO 12 SUB 73 CUP 18 ZONE CH 3 MISC 8	OTO 15 SUB 23 CUP 16 ZONE CHG 0 MISC 31	OTO/ BA 13 SUB 8 CUP 1 ZONE CHG 0 MISC 22	OTO/BA 9 SUB 1 CUP 4 ZONECHG 0 MISC 11	OTO/BA 19 SUB 3 CUP 1 ZONE CHG 1 MISC 18	OTO/BA 15 SUB 0 CUP+ 2 ZONE CHG 0 MISC** 23	OTO/BA 13 SUB 1 CUP 2 ZONE CH 0 MISC ** 23	OTO/BA 16 SUB 1 CUP 0 ZONE CH 0 MISC ** 26	OTO/BA 15 SUB 4 CUP 2 ZONE CH 1 MISC ** 20
Total Applications	114	85	44	25	42	40	39	43	42
Income	\$181,137.00	\$85,357.00	\$21,957.50	\$9,602.4	\$ 20,358.60	\$8,047.00	\$ 8,537.00	\$ 12,504.00	\$16,758.20

** plat amendment x2 floodplain permit x6, permitted with conditions x2, DA amendment, DA Extension, TUP x 6, sign x 3, BA re-submittal, Scenic Corridor

**floodplain permit (5), DA Extension, Home Occ / renewal (4), insignificant Plat amdt (4), TUP (3), Permitted with Conditions (2), Sign (3), variance

** Plat Amd (10), sign (1), TUP (2), Variance (1), Floodplain (4), Scenic Corridor (3), Home Occupation (3), Permitted with Conditions (2)

** Plat Amd (7), FP (2), Scenic Corridor (2), sign (1), TUP (1), HO (1), Road Vacation (1), Permitted w/ Conditions (1), Property Inq (4)

Residential Impact fees collected to date: 221 @ \$ 2,005.96 Total \$ 443,317.16

Commercial Impact fees collected to date: 14 Total \$ 10,581.02



FROM: Rob Marin, GIS Coordinator
TO: Board of County Commissioners
RE: **Reallocation of Training Funds; GIS Backup Training**
DATE: July 6, 2016
MEETING: July 11, 2016

Fund Re-allocation for a GPS Unit:

I am requesting that a maximum of \$800 of my remaining **Training and Travel budget** (Fund 1, Department 23, Account 431) be reallocated to the **GIS Miscellaneous Account** (Account 559), to be used for the purchase of basic, user-friendly GPS equipment for simple data collection projects. This GPS unit could be checked out to non-GIS staff for a variety of projects.

The immediate need for purchasing this unit is a recently initiated **irrigation mapping project**, for which we will be asking farmers and watermasters to collect GPS data for unmapped irrigation ditches, pipelines and associated features.

GIS Backup Training:

At the previous request of the Commissioners, I am preparing to train other County employees to take over basic GIS tasks when I am out of the office for training or vacation. (See attached document for details)

I will train the Deputy Assessors to handle evaluating and processing new address requests, including learning to enter new addresses in the GIS address database. They will also learn to respond to general GIS inquiries.

I will work with the IT Manager to train IT staff in troubleshooting and fixing the GIS Department's web maps and services, as well as key batch scripts that impact these services, in the event they fail in my absence.

I would like formal approval for this training, and explicit instructions from the BOCC to the IT and Assessor's Office to cooperate in this endeavor.

BDPA audit of GIS Coordinator job description and GIS Salary Request:

I would like to review any changes in pay grade recommended by BDPA, based on an updated job description for the GIS Coordinator position. I also request a meeting with the board in executive session to discuss a potential GIS salary merit raise and changes in base hours for the GIS position.

Rob Marin
Teton County GIS Coordinator



FROM: Rob Marin, GIS Coordinator
TO: Board of County Commissioners
RE: **Reallocation of Training Funds; GIS Backup Training**
DATE: July 6, 2016
MEETING: July 11, 2016

Fund Re-allocation for a GPS Unit:

I am requesting that a maximum of \$800 of my remaining **Training and Travel budget** (Fund 1, Department 23, Account 431) be reallocated to the **GIS Miscellaneous Account** (Account 559), to be used for the purchase of basic, user-friendly GPS equipment for simple data collection projects. This GPS unit could be checked out to non-GIS staff for a variety of projects.

The immediate need for purchasing this unit is a recently initiated **irrigation mapping project**, for which we will be asking farmers and watermasters to collect GPS data for unmapped irrigation ditches, pipelines and associated features.

GIS Backup Training:

At the previous request of the Commissioners, I am preparing to train other County employees to take over basic GIS tasks when I am out of the office for training or vacation. (See attached document for details)

I will train the Deputy Assessors to handle evaluating and processing new address requests, including learning to enter new addresses in the GIS address database. They will also learn to respond to general GIS inquiries.

I will work with the IT Manager to train IT staff in troubleshooting and fixing the GIS Department's web maps and services, as well as key batch scripts that impact these services, in the event they fail in my absence.

I would like formal approval for this training, and explicit instructions from the BOCC to the IT and Assessor's Office to cooperate in this endeavor.

BDPA audit of GIS Coordinator job description and GIS Salary Request:

I would like to review any changes in pay grade recommended by BDPA, based on an updated job description for the GIS Coordinator position. I also request a meeting with the board in executive session to discuss a potential GIS salary merit raise and changes in base hours for the GIS position.

Rob Marin
Teton County GIS Coordinator



Teton County

Emergency Management & Mosquito Abatement & IT

Department Report 6/25-7/8/2016



Projects Accomplished

After working with the Fire District the ASPR grant items that the Ambulance District has received that should remain with the Ambulance District are listed below.

Item Description	Tag #	Acquisition Date	Number
2005 Ingersoll-Rand G 330 Generator	IT GEN 1	4/22/2005	1
Mobilight Generator	1T LT 1	2/16/2005	1
Doosan Model G70 Portable Generator	1T GEN 2	5/26/2011	1
Wheeled Litter	NA	6/21/2013	1
Generator for Relay Ridge Repeater	1T0230	6/21/2013	1
Propane Tank for Relay Ridge Repeater	1T0231	6/21/2013	1
Yamaha EF2000ISC Generators		6/21/2013	4

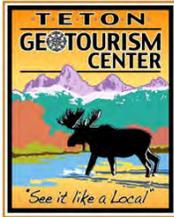
I have been informed that our All Hazards Mitigation Plan is expected to receive FEMA approval next week. I will now begin the process of getting letters of adoption from the cities, and I also have one for the BOCC to sign.

Future Projects

On June 28th I was able to attend a regional meeting regarding the nationwide first response network called FirstNet. The RFP for the project has closed and they anticipate an award to occur in November. This will create a wireless data system similar to what is commercially available from Verizon, only it will be utilizing frequencies that are set aside for public safety and a system that will focus on first response needs as the priority and will shut off other traffic during a disaster or emergency. It may be a few years before it is available in our area, but it will be coming this direction eventually.

Future Appointments

- 7/7 Meeting with the hospital regarding ASD equipment 11 AM
- 7/14 Emergency Managers Workshop in Rigby 9 to 4
- 7/26 Floodplain Maps Meeting 9 AM
- 8/2 Teton County Radio/LEPC Meeting 2:30 to 5 PM



Teton Regional Economic Coalition

Chamber of Commerce and Business Creation Divisions

60 S. Main St., Driggs, Idaho 83422 tetonvalleybusiness@gmail.com 208.354.1008

For Immediate Release

Contact: **Brian McDermott 208.354.1008**
tetonvalleybusiness@gmail.com

Driggs, Idaho—July 1, 2016—The three leading business, tourism and economic development organizations in Teton Valley, Idaho, have joined forces.

The new Teton Regional Economic Coalition (TREC), comprises the Teton Valley Chamber of Commerce and the Teton Valley Business Development Center. The new organization preserves the core missions of each group while improving influence, coordination and cost-effectiveness. In addition, the Teton Geotourism Center will coordinate and share resources with TREC to create even more efficiencies.

“The combination has created a powerhouse that promotes Teton Valley and helps grow our economy in a sustainable way. We are committed to creating a resilient community that welcomes visitors and offers residents meaningful jobs and experiences,” says TREC board president, Fletcher White.

According to White, TREC’s two divisions—Chamber and Business Creation—along with the Teton Geotourism Center, will collaborate seamlessly to implement all aspects of the Teton Valley Economic Development Plan:

- The Chamber Division provides local retail, service and recreation businesses with promotion and exposure in meaningful media, to drive more profitable traffic. Businesses also receive support on state and local issues that affect their business. The Chamber ensures that appropriate value is extracted from regional and state organizations and grants.
- The Business Creation Division provides existing, new and recruited businesses with sophisticated counseling, branding and referrals on business planning, incentives, financing, the regulatory environment and real estate. The division also works on precursors to prosperity, such as affordable housing, education and transportation.
- The Teton Geotourism Center is a hub for highlighting the Teton region’s best assets--heritage, culture, and recreation– through exhibits, interactive education programs and free visitor information. The Center is staffed by volunteers who greet, advise and send travelers out to local businesses and attractions. This compelling introduction point creates a rich vacation experience and provides a positive impression for those who are considering moving to or locating a business in the valley.

Says White, “The Teton Regional Economic Coalition is working hard to boost prosperity in Teton Valley as measured by employment rate, median income, business startups, retail sales and tax revenues.”

The organization is funded by state, county and municipal grants as well as private donations. This year TREC has secured more than \$100,000 from the state of Idaho for economic development, event funding, and increasing awareness of the valley.

For more information: <http://www.discovertetonvalley.com/home>
<http://www.madeintetonvalley.com/>
<http://www.tetongeotourism.us/>

July 11, 2016

From: Beverly Palm

To: Teton County Board of Commissioners

Enclosed is a reporting of the 2nd quarter, 2016 cancellations. There are no cancellations over the \$250.00 threshold. Please see attachment.

The following tax percentages were collected as of June 30, 2016:

2015	94.65%	1,971	parcels outstanding out of 15,081
2014	97.86%	667	parcels outstanding
2013	98.74%	352	parcels outstanding
2012	99.48%	2	parcels outstanding
2011	99.63%	1	parcels outstanding *

* county owns thru tax deeds

Respectively submitted,

Beverly Palm

Treasurer

S T A T E M E N T O F T R E A S U R E R ' S C A S H

AS OF 07/06/2016

Fund #	Description	Balance
0001	GENERAL FUND (CURRENT EXPENSE)	3,941,912.10
0002	ROAD AND BRIDGE	826,419.89
0003	ROAD & BRIDGE - RESERVE	3,215.00
0006	DISTRICT COURT & JUVENILE PROB	316,559.05
0007	DRUG CT/MNTL HLTH: IC 31-3201E	16,288.30
0009	COURT FACILITY: IC 31-867(3)	20,722.37
0010	COURT - RESTITUTION	9,953.49
0012	COURT - BONDS	52,361.50
0013	IGNITION INTERLOCK: IC 18-8010	15,522.42
0015	ELECTIONS - STATE FUNDS	110,942.45
0016	INDIGENT AND CHARITY	62,983.58
0018	EMPLOYEE BENEFIT ACCOUNT	171,753.76
0020	REVALUATION	85,001.03
0022	SOLID WASTE - SELF ASSURANCE	300,793.36
0023	SOLID WASTE	1,292,271.49
0024	TORT	88,859.49
0025	SOLID WASTE - RESERVE	668.00
0027	WEEDS	113,785.81
0033	ROAD, SPECIAL	788,446.39
0036	PROSECUTOR'S SPECIAL DRUG FUND	17,843.45
0040	YOUTH PROGRAM: IC 49-418B	2,099.00
0041	BUILDING FUND	90,636.81
0043	ROAD IMPROVE-DEVELOPER DONATIO	103,826.33
0044	EMERGENCY 911 COMMUNICATIONS	81,748.03
0050	AMBULANCE SERVICE DISTRICT	506,252.23
0051	MOSQUITO ABATEMENT DISTRICT	225,690.25
0052	MOSQUITO ABATEMENT RESERVE FUN	40,000.00
0054	WATERWAYS/VESSEL FUND	16,048.46
0062	SHERIFF'S GRANTS	(5,616.28)
0075	COUNTY HOSPITAL OPERATION	273,691.40
0082	FAIRGROUNDS & FAIR	66,834.65
0086	GRANTS	232,241.55
0090	IMPACT FEES-REC FACILITIES	39,044.76
0091	IMPACT FEES-SHERIFF FACILITIES	43,167.50
0092	IMPACT FEES-EMS FACILITIES	6,481.08
0093	IMPACT FEES-CIRC FACILITIES	142,646.25
9001	STATE REMITTANCE ACCOUNT	1,652.17

STATEMENT OF TREASURER 'S CASH
AS OF 07/06/2016

Fund #	Description	Balance
9002	DEPARTMENT OF TRANSPORTATION	7,531.50
9010	CITY - DRIGGS	165,830.46
9011	CITY - VICTOR	154,671.00
9012	CITY - TETONIA	7,780.46
9020	SCHOOL DISTRICT - #401	1,364,250.03
9050	CEMETERY - BATES	1,136.81
9051	CEMETERY - CACHE-CLAWSON	4,943.81
9053	CEMETERY - DRIGGS-DARBY	8,739.65
9054	CEMETERY - HADEN	1,639.61
9055	CEMETERY - VICTOR-CEDRON	26,115.03
9056	CEMETERY - FELT	6,094.14
9060	TETON COUNTY FIRE PROTECTION	569,797.33
9061	FOREST PRACTICES ADMIN	498.75
9063	FLOOD CONTROL DISTRICT	5,268.45
9070	LIBRARY - VALLEY OF THE TETONS	121,224.31
9091	FOREST PROTECTION TAX	6,226.87
9095	URBAN RENEWAL	85,443.37
9098	WATER DISTRICT TRUST	5,554.00
9101	AUDITORS TRUST	73,338.34
9112	COURT-FINES AND FEES	18,716.90
9117	TETON CO MOTOR VEHICLE TRUST	180,317.64
9134	PLANNING & ZONING TRUST FUND	65,012.73
9140	YOUTH PROGRAM TRUST (49-418B)	45.00
	TOTAL OF FUNDS :	12,982,923.31

STATEMENT OF TREASURER 'S CASH

AS OF 07/06/2016

ACCOUNT BALANCES

Type	Account Code	Account Description	Balance
C	BCOOKE	INSURANCE B COOKE	43,227.92
I	BCUCD	BEEHIVE CD	100,000.00
C	BOC INVEST	BOCCK INVESTOR CHECKING	40,000.00
C	BOC REG	BOC REG ACCT	4,887,637.22
I	BOCCDCOOKE	COOKE-CD	128,525.84
O	COHCA	CASH ON HAND	1,122.34
I	MBS INVEST	MBS INVESTMENTS	1,815,871.31
C	PRCK	US PAYROLL	96,732.37
S	STABLG	STATE POOL-BUILDING-3068	635,758.04
O	STAPL	STATE POOL-1038	4,653,056.50
O	STASW	STATE POOL-SOLID WASTE-2989	300,559.81
I	US CD	US BANK CD	100,000.00
C	USBANK ASS	USBANK CR CARD ASSESSOR	73,735.30
C	USBANK PZ	US BANK P&Z	6,650.41
I	WEST MARK	WESTMARK CD	100,020.74
S	WESTMARK S	WESTMARK PRIMARY SAVINGS	25.51
		TOTAL OF CHECKING ACCOUNTS :	5,147,983.22
		TOTAL OF INVESTMENT ACCOUNTS :	2,244,417.89
		TOTAL OF SAVINGS ACCOUNTS :	635,783.55
		TOTAL OF OTHER ACCOUNTS :	4,954,738.65
		TOTAL OF ACCOUNTS :	12,982,923.31

SUMMARY TOTALS :

TOTAL OF ACCOUNTS :	12,982,923.31	TOTAL OF FUNDS :	12,982,923.31	DIFFERENCE:	0.00
----------------------------	----------------------	-------------------------	----------------------	--------------------	-------------

STATEMENT OF TREASURER 'S CASH

AS OF 07/06/2016

ACCOUNT BALANCES

Type	Account Code	Account Description	Balance
------	--------------	---------------------	---------

DATED 07/06/2016 AT DRIGGS, ID

I, BEVERLY PALM, COUNTY TREASURER, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT ACCOUNT OF THE CASH ON HAND AS OF THE DATE OF THIS REPORT.

_____, COUNTY TREASURER.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY _____, 20 _____

Solid Waste Fee Options for FY 2017

A Solid Waste Fee (SWF) has been collected with property taxes for many years to help pay costs related to managing trash in Teton County. Prior to FY 2016, the fee was charged only to owners of residential and commercial buildings, which represent approximately one-third of the properties in Teton County.

Waste hauler bills from January 2016 show that the typical homeowner with a 1/3 yard container emptied weekly pays \$95 each year for Tipping Fees in addition to their SWF. A business owner with a standard 3-yard commercial bin emptied weekly pays \$550 in Tipping Fees. Self-haulers pay a minimum \$5 Tipping Fee per visit for household waste brought to the transfer station.

The Commissioners re-examined the SWF and authorizing statutes during their FY 2016 budget process and approved a flat fee for all real property parcels. As part of their FY 2017 budget process, the Commissioners have identified the following options for a possible future fee restructuring.

Previous Years	a Residential Structures	b Commercial Structures	c Common Areas, Paths, Well Lots, Exempt Parcels	d Vacant Subdivision, City & Commercial Parcels (includes subdivision lots in ag)	e Vacant Ag & Rural Parcels not in Subdivisions
FY 14 and before	\$105	\$0.15 per s/f (\$2,000 max)	0	0	0
FY 15 (one-year increase helped pay for landfill cap repair)	\$157	\$0.17 per s/f (\$2,200 max)	0	0	0
FY 16	\$60	\$60	\$60	\$60	\$60

Options to collect \$625,000 for FY 2017	a Residential Structures	b Commercial Structures	c Common Areas, Paths, Well Lots, Exempt Parcels	d Vacant Subdivision, City & Commercial Parcels (includes subdivision lots in ag)	e Vacant Ag & Rural Parcels not in Subdivisions
1. Flat fee to Residential & Commercial Structures	\$121	\$121	\$0	\$0	\$0
2 a. Graduated amount	\$87	\$87	\$0	\$20	\$20
b. Graduated amount	\$91	\$91	\$0	\$20	\$10
c. Graduated amount	\$79	\$79	\$0	\$30	\$10
3. Collect \$625,000 from Residential/Commercial structures and eliminate tipping fee for residential waste	\$228	\$228	\$0	\$0	\$0
4. Eliminate SWF and collect \$625,00 by increasing Residential/Commercial Waste Tipping Fee to \$172/ton (current fee is \$76/ton)					
5. Collect \$625,000 via general property tax levy (must reduce total of other budgets by \$625,000 due to 3% cap)					

Parcel Categories & Counts (per 6/21/16 Assessor records)	
a. Residential Structures	4,740
b. Commercial Structures	427
c. Common Areas, Paths, Well Lots, Exempt Parcels	715
d. Vacant Subdivision, City & Commercial Parcels (includes subdivision lots in ag)	6,588
	3,650 Rural Subdivision Lots 1,086 Rural Subdivision Lots with Ag Exemption 1,490 Vacant Residential Lots in Cities 362 Vacant Commercial Lots
e. Vacant Ag & Rural Parcels not in Subdivisions	2,209
	1,539 Ag Exempt Parcels not in Subdivisions 555 Vacant Rural Residential Tracts not in Subdivisions 115 Large Rural Lots >40 acres, not in ag
TOTAL	14,679

FY 2016 EXPENSE BUDGET to ACTUAL as of July 1, 2016

Department	Budgeted Expense <i>(as changed during year)</i>	Actual Expenses to Date	% of Budget Spent	QUARTERLY FINANCIAL REPORT: Expenses and revenues are near to the amounts projected for the first 9 months of FY 2016 and the budgets are in good shape. -mlh
GENERAL FUND (Current Expense)				
Clerk/Auditor	185,273	127,959	69.1%	
Assessor	291,272	205,432	70.5%	
Treasurer	197,124	149,116	75.6%	
Sheriff	1,358,918	821,371	60.4%	
Commissioners	226,279	165,434	73.1%	
Coroner	35,270	19,716	55.9%	
Prosecutor	282,931	207,575	73.4%	
Public Works Director	189,387	128,732	68.0%	
New Crthse Bldg & Grounds	185,183	136,042	73.5%	
Emergency Mgt	73,210	47,796	65.3%	
Extension	65,311	39,078	59.8%	
Information Technology	354,806	258,555	72.9%	
Elections	66,807	46,299	69.3%	
LEC Bldg & Grounds	58,831	28,269	48.1%	
General	304,615	212,682	69.8%	
Dispatch	321,823	207,844	64.6%	
Jail	169,967	131,599	77.4%	
Planning	268,750	152,249	56.7%	
Building	144,369	95,849	66.4%	
GIS	99,880	60,621	60.7%	
Armory Building	19,775	6,697	33.9%	
GENERAL FUND TOTAL	\$4,899,781	\$3,248,915	66.3%	
Road & Bridge	1,511,374	884,060	58.5%	
Court & Probation	556,346	381,518	68.6%	
Elections - State Funds	66,226	40,532	61.2%	
Indigent & Charity	73,116	31,581	43.2%	
Revaluation	126,800	88,875	70.1%	
Solid Waste	1,696,728	984,494	58.0%	
Tort	126,448	123,947	98.0%	Have paid 100% of this year's insurance premiums
Weeds	110,625	62,290	56.3%	
Road, Special	768,572	84,826	11.0%	Most spending occurs during summer months
Prosecutor's Special Drug	5,000	0	0.0%	
Road Improve-Devel Donations	30,000	0	0.0%	
Emergency 911 Commun	120,074	72,079	60.0%	
Ambulance Service District	633,082	476,764	75.3%	
Mosquito Abatement District	303,637	213,520	70.3%	
Waterways/Vessel Fund	11,000	640	5.8%	
Sheriff Grants	17,000	14,619	86.0%	
Fairgrounds & Fair	103,835	69,440	66.9%	
Grants - All other	30,000	16,713	55.7%	
Impact Fees	29,000	3,740	12.9%	
GRAND TOTAL	\$11,218,644	\$6,798,553	60.6%	

FY 2016 REVENUE BUDGET to ACTUAL as of July 1, 2016

	Budgeted Revenue	Actual Revenue to Date	% of Budget	Notes
001 GENERAL FUND/CURRENT EXPENSE				
PROPERTY TAXES, penalty & interest	3,088,829	2,070,146	67%	Updated info available July 11
REMAINING CASH	300,000	300,000	100%	
LIQUOR ALLOCATION	84,000	81,144	97%	
SALES TAX - Inventory Phase Out	180,000	146,914	82%	
SALES TAX - Revenue Sharing	325,000	253,393	78%	
Personal Property Tax Replacement	21,000	21,019	100%	
State Ag Replacement	26,000	18,707	72%	
EMPG & Small Grants	30,000	17,891	60%	
ASSESSOR'S FEES	74,000	51,519	70%	
RECORDING FEES, PASSPORTS	79,900	63,079	79%	
GIS USER FEES	2,000	0	0%	
SHERIFF'S FEES	44,700	36,394	81%	
INTEREST ON INVESTMENTS	8,000	15,537	194%	
FEE FOR ADMINISTRATIVE SERVICES	162,751	163,248	100%	
LAW ENFORCEMENT CONTRACTS	107,800	51,200	47%	
PAYMENTS FOR DISPATCH SERVICES	155,271	121,398	78%	
SALE/RENTAL OF COUNTY PROPERTY	2,500	6,839	274%	
ELECTRICITY PROP TAX IN LIEU	52,000	53,764	103%	
LICENSES (Marriage, Beer/Wine)	10,750	11,845	110%	
BUILDING PERMIT FEE	95,000	120,052	126%	
ALL P&Z FEES	23,100	22,882	99%	
PAYMENTS FOR PROSECUTOR SERVICE	17,580	8,790	50%	
OTHER REVENUE	14,600	5,127	35%	
	\$4,904,781	\$3,640,888	74%	
02 ROAD AND BRIDGE				
PROPERTY TAXES, penalty & interest	123,424	81,000	66%	Updated info available July 11
REMAINING CASH	101,000	101,000	100%	
HIGHWAY USERS ALLOCATION	1,168,000	940,308	81%	
FOREST APPORTIONMENT	75,000	79,280		
REIMBURSEMENTS FROM CITIES	15,000	0	0%	
FEES & MISCELLANEOUS REVENUES	4,000	10,957	274%	Includes reimbursement for work on landfill cap & Snowfest
	\$1,486,424	\$1,212,545	82%	

06 DISTRICT COURT & JUVENILE PROBATION				
PROPERTY TAXES, penalty & interest	383,878	258,983	67%	Updated info available July 11
REMAINING CASH	50,000	50,000	100%	
CIGARETTE & TOBACCO TAX	22,944	20,523	89%	
JUVENILE CORRECTIONS GRANT	27,924	13,962	50%	
JUVENILE SUPERVISION FEES	2,500	1,611	64%	
JUVENILE LOTTERY MONIES	3,000	2,577	86%	
DRUG TEST FEES	1,000	217	22%	
MENTAL HEALTH CARE GRANTS	12,000	5,490	46%	
MOTOR VEHICLE FINES	25,000	17,108	68%	
FILING FEES - COUNTY SHARE	5,000	3,507	70%	
RESTITUTION	8,000	5,669	71%	
ADMINISTRATIVE SURCHARGE FEE	5,000	2,893	58%	
MISCELLANEOUS REVENUES	10,100	6,545	65%	
	\$556,346	\$389,085	70%	
23 SOLID WASTE				
SOLID WASTE FEES, penalties & interest	872,991	579,054	66%	Updated info available July 11
REMAINING CASH	575,000	575,000	100%	For final landfill cap expenses
GRAND TARGHEE SOLID WASTE FEE	11,991	10,901	91%	
FRANCHISE FEES		13,024		
TIPPING FEES	722,000	452,834	63%	Summer is typically busier than winter
ALTA SOLID WASTE	30,000	23,504	78%	
SALVAGE & RECYCLING REVENUE	40,000	22,700	57%	
MISCELLANEOUS	26,009	1,381	5%	
	\$2,277,991	\$1,678,398	74%	
44 EMERGENCY COMMUNICATIONS				
REMAINING CASH	3,250	3,250	100%	
IDAHO 911 FEES	32,000	14,193	44%	
WYOMING 911 FEES	6,000	1,768	29%	
911 CELL FEES	75,000	76,645	102%	
	\$113,000	\$92,606	82%	
50 AMBULANCE				
PROPERTY TAXES, penalty & interest	540,082	366,896	68%	Updated info available July 11
ELECTRICITY TAX IN LIEU OF PROP	8,000	7,739	97%	
COUNTY EMS FEES, collected by DMV	3,000	1,945	65%	
GRANTS	12,000	12,000	100%	
WYOMING AMBULANCE FEES	70,000	97,010	139%	
	\$633,082	\$485,590	77%	



RESOLUTION 2016-0711B
BUDGET ADJUSTMENTS FOR Q3 FY 2016

WHEREAS, on August 24, 2015 the Board of County Commissioners adopted the Teton County Budget for Fiscal Year 2016; and

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

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

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

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

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

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

APPROVED by the Board of Teton County Commissioners on July 11, 2016.

Chairman: _____
Bill Leake

ATTEST: _____
Mary Lou Hansen, Clerk



RUDD & COMPANY^{INC.}

June 27, 2016

To the Board of Commissioners and County Clerk
Teton County, Idaho
Driggs, ID 83422

We are pleased to confirm our understanding of the services we are to provide Teton County, Idaho for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Teton County, Idaho as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Teton County, Idaho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Teton County, Idaho's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) GASB Required Supplementary Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Teton County, Idaho's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining schedules of nonmajor governmental funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Teton County, Idaho. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4)

violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those

charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Teton County, Idaho's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Teton County, Idaho's major programs. The purpose of these procedures will be to express an opinion on Teton County, Idaho's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Teton County, Idaho in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of

the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted

within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rudd & Company, *PLLC* and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rudd & Company, *PLLC* personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

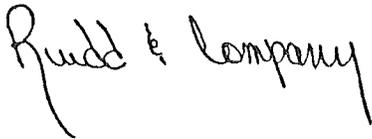
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately the middle of October and to issue our reports no later than final Commissioners meeting in January 2017. Brad Reed is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$19,000. If we are required to do a single audit our estimated fee for that will be an additional \$1,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Teton County, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Rudd & Company, *PLLC*

RESPONSE:

This letter correctly sets forth the understanding of Teton County, Idaho.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



HANSEN, BARNETT & MAXWELL, P.C.
Certified Public Accountants

SYSTEM REVIEW REPORT

August 8, 2013

To the Partners
Rudd & Company PLLC
And the Peer Review Committee of the Idaho Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rudd & Company PLLC (the firm) in effect for the year ended March 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Rudd & Company PLLC in effect for the year ended March 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rudd & Company PLLC has received a peer review rating of *pass*.

Hansen, Barnett & Maxwell, P.C.



Registered with the Public Company
Accounting Oversight Board

5 Triad Center, Suite 750, Salt Lake City, Utah 84180-1128
TEL 801-532-2200 FAX 801-532-7944 www.hbrncpas.com

ADDING VALUE | NOT COMPLEXITY



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

Teton County Clerk

150 Courthouse Drive
Driggs, Idaho 83422

July 6, 2016

TO: County Commissioners
FROM: Mary Lou
SUBJECT: Clerk's FY 2017 Budget Memo #6

1. **Alta Solid Waste.** The 2007 contract between Wyoming and Idaho is attached for your information.
2. **Hospital LATA payments.** The County receives annual payment(s) from TVHC totaling a minimum of \$70,000, pursuant to the attached agreement. These funds have been deposited into a "Hospital Fund" which currently holds \$273,691.
3. **Property Tax Information.** The State Tax Commission's "Maximum Budget and Foregone Amount Worksheet" provides summarized information about the various taxing districts in Teton County. The other spreadsheet summarizes the history of tax dollars available for the County budget.
4. **IT Budget.** The Sheriff's IT budget items have been included in the 01-14 IT budget. However, that budget will need a careful review for accuracy and a discussion with the IT Manager about the possible need for additional budget accounts. Clarification is also needed regarding which software payments should be included in the overall IT budget vs. being included in specific departmental budgets.
5. **Salaries & Merit Raises.** Only two EODH submitted merit raise requests, so I've delayed the usual spreadsheet compilation until merit raise requests can be discussed at the EODH meeting.
6. **Federal PILT Payment.** This year's \$181,435 PILT payment leaves just \$38,565 needed out of the FY 2017 payment for the County's estimated match for the Bates Bridge River Access Park land purchase. Do you want to obligate the remainder of the anticipated FY 2017 PILT payment for other uses, or earmark it for improvements at that park?
7. **Non-Profit Requests.** The attached request was submitted by the TV Hispanic Resource Center.
8. **Budget Summary.** The spreadsheet has been updated per decisions made during the June budget work sessions and a closer review of the current status of FY 2016 expense and revenue budgets. There is still a \$354,187 shortfall. Decisions relating to the following items could help reduce this shortfall:
 - Non-profit funding requests
 - Decisions regarding merit raise requests
 - Requests for additional employees and/or additional employee hours
 - Use of \$70,000 LATA payment from hospital
 - Use of portion of FY 2017 PILT payment
 - More accurate prediction of unspent FY 2016 budgets (available July 25)

Contract

Agreement For Services

The Agreement for Services ("Agreement") is entered into this 13th day of March, 2007, (hereinafter referred to as the effective date of the agreement) by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, located at P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as Teton County, Wyoming) and Teton County, Idaho, a duly organized county of the State of Idaho, located at 89 N. Main St., Driggs, Idaho (hereinafter referred to as Teton County, Idaho).

Witnesseth

WHEREAS, an unincorporated area of Teton County, Wyoming, known as Alta, Wyoming, is located on the western side of the Teton Mountain Range and is accessed through Teton County, Idaho, which borders Teton County, Wyoming; and

WHEREAS, the solid waste disposal needs of Alta, Wyoming are handled by the Alta Solid Waste Disposal District, a board established by the Teton County, Wyoming Board of County Commissioners; and

WHEREAS, the Alta Solid Waste Disposal District contracts with Teton County, Idaho to received the solid waste from Alta, Wyoming at the landfill operated and owned by Teton County, Idaho; and

WHEREAS, Teton County, Idaho has made the decision to close its landfill, build a trash transfer facility, and haul all of Teton County, Idaho's and Alta, Wyoming's solid waste to another Idaho county; and

WHEREAS, because Alta, Wyoming uses the present Teton County, Idaho landfill and will use the new Teton County, Idaho transfer station, Teton County, Wyoming has agreed to assist in certain engineering functions as to the design and construction of the Teton County, Idaho transfer station; and

WHEREAS, Teton County, Idaho has agreed in return for Teton County, Wyoming's engineering functions that Teton County, Idaho will provide consideration for those engineering services as described below within the contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Teton County, Wyoming shall provide through its Engineering Department, professional engineering services to Teton County, Idaho as more fully described in Exhibit A- Scope of Work.

Article 2. Compensation and Payment

Teton County, Idaho agrees to compensate Teton County, Wyoming for its provision of engineering services as described in Article 1 and Exhibit A, by agreeing to the following:

The Alta Solid Waste Disposal District, or its successors or assigns, shall have full use of the new Teton County, Idaho trash transfer facility and the per user rate paid for such use shall be the same as the per user rate paid by Idaho residents for use of the facility.

Article 3. Term and Termination

The term of this Agreement shall commence on the effective date of this agreement and shall continue for ten (10) years. Either County shall have the right to renew for an additional 10-year term upon not less than six months written notice to the other County prior to the expiration. This agreement may be terminated upon not less than six months written notice by either County.

Article 4. Place of Performance

Teton County, Wyoming Engineering Department shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by Teton County, Idaho.

Article 5. Independent Contractor Status

It is understood and agreed that Teton County, Wyoming will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Teton County, Wyoming's employees will not be considered employees of the Teton County, Idaho within the meaning of the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Teton County, Wyoming's employees shall not be entitled to benefits that may be afforded from time to time to Teton County, Idaho employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, Teton County, Idaho shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. General Provision

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Teton County, Wyoming and Teton County, Idaho; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

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

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Indemnity

Teton County, Wyoming agrees to indemnify and hold Teton County, Idaho harmless from any and all claims, damages, costs, liability or expenses (including attorney's fees) arising out of the performance of the engineering work as denoted in Exhibit A.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by mail with return receipt requested to the parties at the following addresses:

Teton County, Wyoming
P.O. Box 1727
Jackson, WY 83001

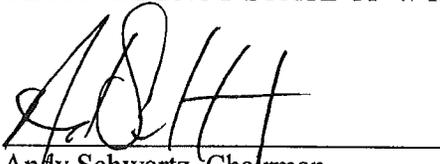
Teton County, Idaho
89 N. Main Street
Driggs, ID 83422

Until or unless changed by one party giving written notice of such change of address to the other party.

Approval and Execution

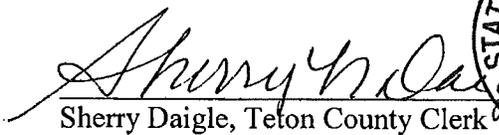
IN WITNESS WHEREOF the parties have executed this agreement on this 6 day of March, 2007

TETON COUNTY STATE OF WYOMING

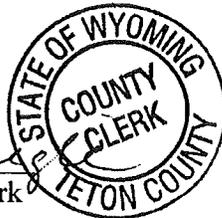


Andy Schwartz, Chairman
Teton County Board of Commissioners

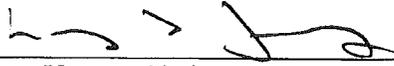
Attest:



Sherry Daigle, Teton County Clerk

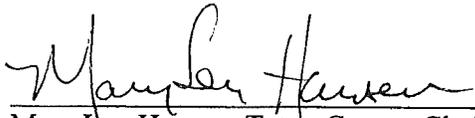


TETON COUNTY, STATE OF IDAHO



Larry Young, Chairman
Teton County Board of Commissioners

Attest:



Mary Lou Hansen, Teton County Clerk

Exhibit A-Scope of Work

Teton County, Wyoming through its Engineering Department shall perform the following work:

1. Design the Teton County, Idaho Trash Transfer Facility.
2. Obtain all permits for the construction of the Teton County, Idaho Trash Transfer Facility.
3. Deliver to the Teton County, Idaho Board of County Commissioners, a biddable set of contract documents and plans.
4. Provide answers to all contract document questions for the Teton County, Idaho Board of County Commissioners and their plan holder contractors throughout the bidding process.

LIQUID ASSETS TRANSFER AGREEMENT

(LATA)

This Liquid Assets Transfer Agreement ("Agreement") is effective January 1, 2013, by and between TETON COUNTY, IDAHO, an Idaho governmental entity ("Transferor"), and TETON VALLEY HEALTH CARE, INC., an Idaho corporation ("Transferee").

1. TRANSFER

Pursuant to Idaho Code § 31-3515A, Transferor has entered into a Hospital Lease Agreement (the "Lease") with a Commencement Date of January 1, 2013 wherein Transferor leased and transferred the assets, liabilities and operations of the Teton County, Idaho Hospital commonly known as the Teton Valley Hospital and Surgicenter (the "TVH&S") to Transferee. In connection therewith, and for value received, Transferor hereby ASSIGNS, SELLS, CONVEYS and DELIVERS unto Transferee, its legal representatives, successors and assigns, all right, title and interest in and to Transferor's bank accounts, cash, tax levy and other liquid assets, and securities related to the operation of the TVH&S and as reflected on the Transferee's business records and financial statements relating to the TVH&S, including but not limited to those items listed on Schedule 1 (the "Cash and Liquid Assets"). TVHC, Inc. will utilize cash transferred to it under the LATA agreement from the Levy No. 2 restricted funds account as mandated by the original levy request to voters (capital spending only) and in the same manner as practiced by TVHC.

2. CONSIDERATION

During the term of this Agreement, the consideration for the transfer of the Cash and Liquid Assets is the yearly payments set forth on Schedule 2. Such payments shall be made in the amount and manner as set forth on Schedule 2, during the term of this Agreement. Upon termination of this Agreement, the obligations of Transferee to pay the consideration set forth on Schedule 2 shall be terminated.

3. ASSUMPTION

Transferee shall assume the obligations and liabilities of Transferor related to the Cash and Liquid Assets of the TVH&S and as reflected on Transferor's business records and financial statements.

4. TERMINATION OF LIQUID ASSET TRANSFER AGREEMENT

The Cash and Liquid Assets are subject to Lessor's ownership rights which dictate that upon termination of the Lease, Transferee will immediately surrender possession of the Hospital (as that term is described in Paragraph 2.3 of the Lease) and the Cash and Liquid Assets to the Transferor. In such an event, or any other event in which the Transferee ceases to utilize the Cash and Liquid Assets for medical care and services ancillary to medical care, this Agreement shall be terminated. If there is a default under the Lease by Transferee, then Transferor shall have, with regard to this Agreement and the Cash and Liquid Assets, the rights and remedies available to it under the Lease, including the ability to terminate this Agreement and to have ownership of the Cash and Liquid Assets revert or transfer to Transferor.

5. INDIGENT CARE PAYMENTS

(a) Indigent Care Payments. TVH&S is currently the recipient of certain indigent care payments made by Transferor pursuant to Idaho Code Section 31-3501, *et. seq.*, as well as by the State of Idaho (through the Idaho Catastrophic Health Care Cost Program (the "CAT Fund")). Transferor hereby agrees to timely process all indigent care claims submitted by Transferee pursuant to Idaho law existing as of the time that the claim for payment is submitted to Transferor.

(b) Claims Appeals. All claims submitted by Transferee to Transferor that are denied may be challenged or appealed by Transferee pursuant to the challenge and appeal processes provided for in Idaho law at the time the challenge or appeal is submitted.

6. TRANSFEROR'S INVESTMENT IN HOSPITAL

Transferor may reinvest all or a portion of the payments received as set forth in Schedule 2 to this agreement into the Hospital (as that term is described in Paragraph 2.3 of the Lease). Transferee may make any funding request for improvements to the Hospital in writing during the first month of Transferee's annual budget cycle (currently the month of June).

7. GENERAL PROVISIONS

(a) Dispute Resolution. If the parties disagree regarding the performance of this Agreement, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, then the parties agree to first endeavor to settle the disagreement in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved disagreement arising from or relating to this Agreement or a breach of this Agreement shall be resolved as provided by law.

(b) Attorney Fees and Costs. If a party is in default under this Agreement, then the defaulting party shall pay to the other party reasonable attorney fees and costs (i) incurred by the other party after default and referral to an attorney and (ii) incurred by the prevailing party in any litigation related to the default.

(c) Interpretation. Idaho law shall govern this Agreement and Idaho courts shall have exclusive jurisdiction over matters arising under or related to this Agreement. The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement. This Agreement constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. Whenever the consent of either party is required to an action under this Agreement, consent shall not be unreasonably withheld or delayed.

(d) Notices. All notices under this Agreement shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person, by fax or by e-mail, or on the date of receipt if delivered by U.S. Postal Service or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, e-mail confirmation, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to Transferor and Transferee at the addresses set forth in ARTICLE 1 of the Lease (or at the other addresses one party may give to another party by written notice). Any party delivering notice by fax or e-mail shall simultaneously provide notice by U.S. Postal

Service, return receipt requested, with the effective date of the notice to be the date of the fax or e-mail transmission.

(e) Interest on Past Due Amounts. All payments becoming due under this Agreement shall bear interest at the rate of one-half of one percent (0.50%) per month (annual percentage rate of 6%) compounded monthly, or the highest rate permitted by law, whichever is less. Interest shall be calculated from the due date or the date of expense, whichever is earlier, until paid.

(f) Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(h) Force Majeure. The Transferee shall not be deemed to be in violation of its obligations set forth herein if it is prevented from performing such obligations by reason of any acts of God, floods, drought, strikes, labor difficulties, materials shortages, delays in permitting or inspections or zoning disputes, or similar events beyond its control (each a "Force Majeure").

(i) Access to Records and Information. To the extent applicable to this Agreement and to any agreement contemplated hereunder or entered into pursuant hereto between or among the Parties, the Parties agree to comply with the requirement of Public Law 96-4999, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder. After the Commencement Date, Transferor and Transferee shall make available such books, records and data as may be reasonably necessary for concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, and the prosecution of defense of third-party claims.

Dated: September 27th, 2012

TETON COUNTY, IDAHO

By: Kathryn Rinaldi
Kathryn Rinaldi,
Its: Chairman of Board of County Commissioners

Dated: September 28th, 2012

Teton Valley Health Care, Inc.

By: Steven Dietrich
Steven Dietrich
Its: Chairman of the Board

SCHEDULE 2

PAYMENT CALCULATIONS

For each year that the Agreement remains in effect, two separate payments shall be made by the Transferee in consideration for the transfer of the Cash and Liquid Assets in the following amounts and manner. These annual payments will be in lieu of a rate of return on the Cash and Liquid Assets invested by Transferor in Transferee.

Payment 1. On April 1, 2013 and on the first business day of April thereafter, a payment of \$70,000 will be due to Transferor. The first of such payments shall be prorated for the period of time from the Commencement Date to the date of such payment. Transferor may designate this amount as a payment in lieu of other obligations that a for-profit entity might be obligated to pay, or such other designation as Transferor and Transferee may jointly choose, and Transferor may reasonably direct the method and timing of each such payment. Money received from this payment shall be received into a special fund set up by the Transferor to provide for Hospital needs as described in Paragraph 6 of this Liquid Asset Transfer Agreement.

Payment 2. Within 150 days after the close of the Transferee's fiscal year or as soon thereafter as Transferee's Audited Financial Statements are complete, and within 150 days of the close of each fiscal year thereafter, an amount equal to five percent (5%) of the amount categorized as "Excess of Operating Revenues over Expenses" or a similar characterization of the Transferee's earnings pursuant to their Audited Financial Statements for each such fiscal year shall be paid to Transferor. This payment shall be received into a special fund set up by the Transferor to provide for Hospital needs as described in Paragraph 6 of this Liquid Asset Transfer Agreement.

15-00-345

75-00-353

Acct# 75-00-345

\$70,001. 3-29-16
 70,000. 4-14-15
 70,000 3-28-14
 17,500 4-5-13

\$227,501.00
 + 46,190.40 (5%)

\$273,691.40 Balance in fund on 7-1-16

Acct# 75-00-353 (5%)

\$ 26,653.40 3-29-16
 19,537.00 1-27-15
\$ 46,190.40

Total of 5% payments

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen, Prosecutor Kathy Spitzer, Treasurer Beverly Palm

Chairman Leake called the meeting to order at 9:02 am and led the Pledge of Allegiance. He said the Assessor had no items for the Board of Equalization.

● **MOTION.** Commissioner Park made a motion to amend the agenda by adding a discussion of the Planning & Zoning Commissioner appointment in order to clarify comments made on January 12. Motion seconded by Commissioner Riegel and carried unanimously.

TETON VALLEY HEALTH CARE, INC.

CEO Keith Gnagey reviewed financial reports for the quarter ending Sept. 30, 2014 (Attachment #1). The Comparative Balance Sheet showed a \$1,002,966 increase in total current assets compared to the same quarter in FY 2013. Mr. Gnagey presented the Board with a \$19,537 check, representing 5% of the hospital's \$390,749 net profit for the year ended Sept. 30, 2014, as required by the 12-31-12 Liquid Asset Transfer Agreement. Clerk Hansen said all LATA payments have been placed into the county's Hospital Fund with the intent that they would be saved until needed for future hospital expenses. She said money in the Hospital Fund could only be spent if authorized by a vote of the Board.

TVHC Inc. Chair Bob Benedict said county commissioners, hospital trustees and staff worked very hard for over 6 years to make the hospital viable and would not have been successful without the supplemental levies approved by county taxpayers. He said trustees and staff are very focused on providing quality health care to the community.

As a community hospital, said Mr. Gnagey, they are dependent upon the community to utilize their services, and have a responsibility to offer services desired residents. He expressed cautious optimism about the hospital's future. Although TVHC Inc. operates a great facility with good equipment, he said health care is a highly regulated business and future changes could affect the hospital's profitability.

Over \$700,000 has been invested in capital assets since TVHC Inc. began operating the hospital but the existing lease is not clear about who should own these newly-acquired assets. Mr. Gnagey recommended that modifications be made to clarify that the assets are owned by TVHC Inc. Simultaneously, however, changes should also be made to TVHC Inc.'s charter to clarify that all assets owned by TVHC Inc. would revert to Teton County in the event that TVHC Inc. ever ceased to exist. The Board agreed that these changes would be appropriate. Prosecutor Spitzer said she would begin working on the modifications immediately with new documents ready for review within a few weeks.

Two new members recently joined the TVHC Inc. Board of Directors. Bob Whipple and Dr. Lyle Archibald have been appointed to seats previously held by Chris Larsen and Dr. Thomas Simmons.

The Board thanked Mr. Gnagey, Mr. Benedict and the entire Board of Directors for their excellent work turning the hospital around.

ADMINISTRATIVE BUSINESS

● **MOTION.** Commissioner Riegel made a motion to approve the minutes of January 12, 2015 as written. Motion seconded by Commissioner Park and carried unanimously.

● **MOTION.** Commissioner Riegel made a motion to approve the minutes of January 20, 2015 as written. Motion seconded by Commissioner Park and carried unanimously.

COMMITTEE REPORTS. Commissioner Park attended the Jan. 23 meeting of the Eastern Idaho State Fair Board where the 2015 budget was discussed, along with how to raise funds needed to repair or replace two large buildings. He also attended the Jan. 20 meetings of Tri County Probation and 5C Detention. Tri County is

13 of 24

Maximum Budget and Foregone Amount Worksheet

District Name	Highest of the last 3 years approved non-exempt Property Tax Budget			Highest non-exempt P-Tax Budget + P-Tax Replacements	3% Increase (Highest P-Tax \$ plus Total P-Tax Replacement x 3%)	Non-Exempt Approved Levy Rate Total	Foregone Amount
	2013	2014	2015				
Teton County	3,785,311	3,532,454	3,905,494			0.002778927	360
County Road & Bridge		367,546	163,424			0.000116283	
Total County Budget Information:	3,785,311	3,900,000	4,068,918	4,120,794	123,624		360
Cities:							
Driggs	398,062	378,159	419,411	426,142	12,784	0.002348349	6,734
Tetonia	24,777	25,010	26,087	26,814	804	0.002196464	-
Victor	354,485	360,514	360,426	365,296	10,959	0.002851230	12,115
Schools:						HYPO	
School districts only use the Tort, Migrant Worker Funds.						Levy Rate	
Teton #401	27,634	0	0	35,436	1,063	0.000025214	
Ambulance:							
Teton County Ambulance	498,434	503,772	539,230	539,231	16,177	0.000400000	235,464
Cemetery:							
Bates Cemetery	4,651	4,831	5,147	5,175	155	0.000095860	-
Cache Clawson Cemetery	18,610	19,307	20,231	20,407	612	0.000098803	-
Driggs Darby Cemetery	29,944	30,989	31,931	32,365	971	0.000076652	591
Haden Cemetery	7,257	7,503	7,347	7,659	230	0.000215487	242
Victor Cedron Cemetery	86,610	89,319	92,364	92,819	2,785	0.000157971	-
Fire:							
Teton Fire	1,970,063	1,987,000	2,108,841	2,108,841	63,265	0.001580954	449,113
Flood Control:							
Flood Control #18 (2015)	0	0	17,962	17,962	539	0.000599972	-
Library:							
Valley of the Tetons Library	220,088	227,268	236,954	239,625	7,189	0.000168603	-
Abatement:							
Teton Abatement	261,637	263,029	281,079	282,530	8,476	0.000200000	94,558

14 of 24

Property Tax History, New Construction & General Fund Expenses

Property Tax Year <small>(one year behind FY)</small>	Levy <small>(does not include supplemental levies)</small>	Net Taxable Market Value <small>(Sept. value worksheet)</small>	New Construction Value	New Construction Revenue	3% Increase	Foregone Amount	Total Possible Tax Increase	Total Property Tax avail for County	Fiscal Year <small>(one year ahead of Property Tax Year)</small>	General Fund Actual Expense <small>(per Audit)</small>
1995	0.002320581	\$ 293,597,188						\$ 681,316	1996	\$ 1,190,239
1998	0.002243111	\$ 380,007,533	\$ 2,256,741	\$ 5,327	\$ 24,672		\$ 29,999	\$ 852,401	1999	\$ 1,251,851
1999	0.002213959	\$ 407,802,121	\$ 11,093,486	\$ 24,884	\$ 25,572		\$ 50,456	\$ 902,857	2000	\$ 1,272,941
2000	0.002151399	\$ 452,639,459	\$ 19,813,061	\$ 43,865	\$ 27,086		\$ 70,951	\$ 973,808	2001	\$ 1,546,419
2001	0.001940892	\$ 534,602,635	\$ 27,668,872	\$ 59,527	\$ 29,214		\$ 88,741	\$ 1,062,549	2002	\$ 1,762,733
2002	0.001682566	\$ 682,679,592	\$ 40,790,946	\$ 79,171	\$ 31,876		\$ 111,047	\$ 1,173,596	2003	\$ 1,854,899
2003	0.001612444	\$ 766,940,980	\$ 31,374,070	\$ 52,789	\$ 35,208		\$ 87,997	\$ 1,236,650	2004	\$ 1,987,020
2004	0.001584736	\$ 833,548,836	\$ 28,881,534	\$ 46,457	\$ 37,848		\$ 84,305	\$ 1,320,955	2005	\$ 2,066,959
2005	0.001638943	\$ 872,055,737	\$ 42,857,378	\$ 67,918	\$ 40,377		\$ 108,295	\$ 1,429,250	2006	\$ 2,152,568
2006	0.001422040	\$ 1,292,836,102	\$ 223,062,639	\$ 365,587	\$ 43,626		\$ 409,213	\$ 1,838,465	2007	\$ 3,252,878
2007	0.001228211	\$ 1,835,860,206	\$ 271,545,620	\$ 386,149	\$ 55,154		\$ 416,360	\$ 2,254,825	2008	\$ 3,854,692
2008	0.001277474	\$ 2,184,781,504	\$ 359,948,757	\$ 442,093	\$ 68,393	\$ 25,691	\$ 536,177	\$ 2,791,002	2009	\$ 3,500,929
2009	0.001445411	\$ 2,139,792,805	\$ 169,606,048	\$ 216,667	\$ 84,478		\$ 301,145	\$ 3,092,147	2010	\$ 3,319,321
2010	0.001847718	\$ 1,786,905,621	\$ 80,285,343	\$ 116,045	\$ 93,512		\$ 209,557	\$ 3,301,697	2011	\$ 3,439,118
2011	0.002289435	\$ 1,505,848,523	\$ 24,959,227	\$ 46,118	\$ 99,799		\$ 145,917	\$ 3,447,614	2012	\$ 3,379,585
2012	0.002637515	\$ 1,375,041,472	\$ 32,748,173	\$ 74,975	\$ 104,175		\$ 179,150	\$ 3,626,763	2013	\$ 3,494,420
2013	0.002893557	\$ 1,308,185,937	\$ 20,351,888	\$ 53,678	\$ 109,549		\$ 163,227	\$ 3,785,311	2014	\$ 3,916,557
2014	0.002965455	\$ 1,315,144,603	\$ 10,433,286	\$ 30,189	\$ 114,308		\$ 144,497	\$ 3,902,875	2015	\$ 4,108,238
2015	0.002895210	\$ 1,405,396,201	\$ 16,134,748	\$ 47,487	\$ 118,556		\$ 166,043	\$ 4,068,918	2016	
2016	tbd	\$ 1,579,364,519	\$ 12,286,963	\$ 35,573	\$ 123,624		\$ 159,197	\$ 4,228,115	2017	
		<small>(per PMB006 on 7/6/16)</small>		\$ 2,194,499	\$ 1,267,027					

2 of 5

BUSINESS PLAN AND PROPOSAL TO TETON COUNTY
FROM HISPANIC RESOURCE CENTER



STAFFING PROPOSAL

This specific staffing proposal is supported by the following general business plan for Hispanic Resource Center ("HRC"). With Latino Resource Center's financial investment, HRC has leased a downtown Driggs office space to establish a visible presence in the community and to provide additional services and resources. HRC's next step in expanding its services and contributions to the community is to hire a part time staff person for the office space.

Last fall, HRC moved into an ideal location on Ski Hill Road just past the main intersection in Driggs (the old Big Hole Records location). The main floor is 1400 square feet with a large open space, closed office space, restroom with washer and dryer, and front and back double door entrances. The space is bright, airy and inviting, and has become a comfortable home for HRC's folklorico dance practices, tutoring, client meetings and community gatherings.

Currently HRC has the office open at least Monday, Wednesday and Friday evenings from 6pm to 9pm, and two Saturdays a month from 9am to 12pm. The office is often open additional hours when a volunteer is available to staff it. The office is currently staffed entirely by volunteers. During its open office hours, HRC distributes information, provides translation and interpreting services and training, and assists with service area referrals. Community members can make appointments for services or drop in during office hours. HRC holds dance practices and board and other meetings at the office.

HRC believes that its downtown office space has been a tangible indicator to the Hispanic community of belonging to and being integrated in the greater community. As awareness grows, HRC hopes to hire a part-time staff member so the office can be open for longer and more varied hours, and can serve additional members of the community. HRC's proposal to the County is for funding for a half-time employee (20 hour per week) at \$15 per hour, totaling \$14,400.00 per year.

HRC's office is not currently open during the weekdays because its volunteers work during the day. Having part-time paid office staff would allow the office to provide services during typical office hours that the County does not currently provide that would benefit the community as a whole. These services include adult English classes, GED and citizenship prep, and interpreting and translating services and training. In fact, one of HRC's translation students is already interpreting for the County Courts and several other students are enrolled in translation training. Providing these services in lieu of County employees providing these services reduces the burden on County departments and employees and thereby provides a benefit to taxpayers.

Executive Summary

Hispanic Resource Center was created to be an organization that provides community resources and connections to the Hispanic population in Teton Valley, Idaho and the greater community of the Valley to improve the quality of life for all in the Valley. HRC was formed over four years ago, and became a program of Latino Resource Center in Jackson, Wyoming last year. (Latino Resource Center more recently has merged with Community Resource Center and El Puente in Jackson, Wyoming, to form a new 501(c)(3) non-profit called One22). This business plan and proposal is intended to provide the County with background information to evaluate HRC's proposal to the County for funding for staffing HRC's Driggs office.

For over four years now, HRC has achieved what no other non-profit has for the Hispanic community in Teton Valley. Immediately after the HRC's first couple of meetings, we were able to help 28 "Dreamers" obtain Defer Action, work permits, and driver licenses. With the help of volunteers we were able to help seven (7) high-school drop-outs obtain their GED certification. Thanks to the partnerships we have made with the School District, the Hospital, Family Safety Network, and Teton Science Schools we have been able to offer empowerment programs for teens and parents, cultural awareness seminars for business owners, teachers, school administrators, and Hispanic families, and scholarships for summer and fall programs for Teton Science Schools in their Teton Valley and Kelly campuses. HRC has hosted the two visits of the Mexican Mobil Consulate to Teton Valley. 145 passports and 153 consular identifications were issued to Mexican citizens from as far as the Canadian border, Montana, and including Idaho Falls, Rexburg, Rigby, Ashton, and St. Anthony.

We have accomplished a lot. We have been welcomed by the community at large, as a much needed point of contact and outreach for the Hispanic community. We have become the much needed channel for information, referrals, interpreting/translating, and educational opportunities. And we have come out of the shadows in celebration of our culture and traditions with the creation of our Dance Troupe "Hispanic Heritage."

Our long-term plan is to continue to grow incrementally, having established a physical presence that facilitates distribution of information, translation/interpreting services, and one-on-one service access referrals. Our next step is to hire a part-time staff member so the office can be open during some typical business hours to provide services to the entire community.

Company Summary

Teton Valley Hispanic Resource Center promotes cultural heritage, provides education, connects people to resources and advocates within/for the Hispanic community. HRC is an affiliate of the Latino Resource Center in Jackson, Wyoming (now One22) and offers interpreting/translation services, outside referrals and English, Math, GED and Folk Dance classes at no cost to all Teton Valley community members. HRC shares LRC's mission to facilitate the integration of Hispanics and

18 of 24

Latinos in Teton Valley, Idaho by supporting, connecting and educating Hispanics and Latinos.

The need for HRC in Teton Valley is great. The 2000 United States Census identified 11.8 % of Teton County, Idaho residents as Latino or Hispanic. In 2010, 16.9 % of Teton County residents identified as Latino or Hispanic, an increase of over 144%, and by 2013 people of Latino or Hispanic origin made up just short of 18% of the local population. The 2010 United States Census identified 23.5% of the Teton County population under 18 years of age as Latino or Hispanic. In 2011 Pew Research Center reported 27% of the Latino population in Idaho lived in poverty, including 39% of Latinos and Hispanics under 18 years old. HRC's education, community building and advocacy programs are critical not only to the quality of life of Latinos in Teton County, but to the region's short and long term economic growth. The current and future viability of corporate and small businesses in Teton Valley depends on an educated, invested and empowered Latino population.

Financial Summary

Expenses – Office Space

Rent and Deposit	\$9,600
Utilities	\$1,500
Furniture and Equipment	\$1,800
Phone	\$600
Office Supplies	\$500
Insurance	\$1,000
Total Office Space Expenses	\$15,000

Expenses – Other

D&O Insurance	\$400
Dues, Fees, Licenses, LRC Admin Fee	\$1,600
Marketing and Advertising	\$500
Accounting	\$1,000
Website	\$140
Program Expenses	\$3,330
Fundraising Expenses	\$1,600
Other Expenses	\$1,000
Total Other Expenses	\$6,570

Income

Grant Funding (Tin Cup)	\$7,000
Grant Funding (other)	\$3,000
Direct Donations	\$200
Program and Event Revenue	\$2,100
LRC Investment	\$15,000
Total Income	\$27,300

Services and Programs

1. Folklorico Hispanic Heritage Dance Troupe

The Hispanic Heritage Dance Troupe, or "Folklorico", is a signature program of the Hispanic Resource Center. Folklorico or "folkloric dance" is a term for traditional Latin American dances that emphasize local folk culture. Each region in Mexico, Central America, and parts of the Southwestern United States are known for a handful of locally characteristic dances that reflect local traditions, incorporating different rhythms, movements, and steps.

Participants in HRC's Folklorico program range from youth to adult, with the dance participants primarily being youth 7-17 and instructors being adults or young adults. Parents pay a reasonable fee (\$20) for a child to register, with a \$1.00 per class fee and a costume rental fee. Dancers provide their own shoes/boots and transportation. Practices occur twice a week and the dance troupe performs approximately 10 times per year at community events ranging from the Cinco de Mayo celebration in Jackson to the 4th of July parade in Victor to performances at local public and private schools.

This program allows Hispanic youth growing up in Teton Valley to connect with their heritage, and is a visible, vibrant and positive symbol of Teton Valley's Hispanic community to the community at large. The structure of the regular practice sessions instills discipline and self-esteem and the invitations to perform and positive accolades are a source of empowerment and pride for participants. Our Folkloric Dance program offers an opportunity for young children to learn others customs and culture, and in many cases, introduces one's own culture for the very first time. This program has helped the dancers discover their own potential as dancers, students, and members of a community. Our dancing brings out smiles, and happiness to all, it celebrates community.

2. Education and Literacy

The second staple of the Hispanic Resource Center is the ongoing offering of education and literacy programs, and the facilitation of connections to other educational opportunities available in Teton Valley and Jackson. During the time that the HRC has been in operation, the education and literacy offerings have ranged from regularly scheduled GED preparation classes, to math skills for daily living, ESL instruction in person and through distance learning programs, and an English-Spanish language exchange program.

The Hispanic Resource Center has also been a bridge for the Teton Science School to connect with the Hispanic community and offer scholarships for summer, winter, and spring TSS programs, and the HRC provides an avenue for the Teton County, Idaho public school district to provide targeted services and opportunities for Hispanic students.

Successes of the Education and Literacy program have been seven (7) high school drop outs obtaining GED certification, and the English/Spanish language exchange

that brought together dozens of Hispanic and native English speakers to trade language skills through one-on-one conversations and group activities.

HRC also provides interpreting and translations services for the Courts, doctors, lawyers, teachers, landlords, and community members. Its interpreter workshops will produce Certified Court Interpreters, so far five students have attended a two-day workshop, three have taken the pre-requisite test, and one will be taking the state test in August 2016. HRC has paid for all registration fees, and have provided training and practice. With paid part-time staff, HRC would be able to offer education and literacy initiatives, including translation and interpretation, on a more regular, consistent and expanded basis.

3. Building Community + Connections

The third program of the Hispanic Resource Center is Building Community + Connections. This program is broad, encompassing all of the past and ongoing partnerships and collaborations between the HRC and other non-profits, civic and church groups, and so forth. All such partnerships and collaborations support and connect the Hispanic community, building connections within the Hispanic community, to the community at large, and to service providers.

Examples include providing translation services to other organizations seeking to translate documents or flyers from English to Spanish or vice versa, organizing and hosting Dia de Los Muertos altars on public display at the Driggs City Hall building, hosting a Dia de Los Muertos community dance and dinner and storytelling event, collaborating with the Family Safety Network and the Teton Valley Hospital on health and wellness programs, and so forth.

Goals

1. Folklorico

Goals of the Folklorico program are:

- 1.1 Maintain a roster of Folklorico participants, participant attendance, and retention.
- 1.2 Increase participants with 1 year retention in the program by 10%.
- 1.3 Book at least 6 public performances per year.
- 1.4 Learn 2 new dance routines per year.

2. Education and Literacy

Goals of the Education and Literacy program are:

- 2.1 Offer the English/Spanish language program 12 weeks/year

2.2 Identify a model High School Equivalency test readiness program that could be implemented by the HRC and funding sources that would enable implementation.

2.3 Maintain a positive relationship with the Teton Science School and grow Hispanic youth participation in the scholarship funded camps and courses.

2.4 Engage and establish a relationship with the Teton High School's Hispanic Club.

3. Building Community + Connections

Goals of the Building Community + Connections program are:

3.1 Build and maintain a database (name, phone, e-mail and mailing addresses) of supporters, volunteers, partners and collaborators of the HRC.

3.2 Grow the HRC advisory board by 2 members (the advisory board is currently 5 members plus the LRC liaison).

3.3 Increase annual donations from individuals by 15%.

3.4 Host the Mobile Mexican Consulate annually in Teton Valley.

3.5 Offer "walk in" hours / hours of operation at the new office space 4 days a week and 20 hours per week, track visits each day and service connections made. In the second year of office operation expand hours of operation.

3.6 The HRC office and the HRC as an organization will become the "hub" of the Hispanic community in Teton Valley, and it will be a welcoming place for the community at large to visit and connect with the Hispanic community.

Strategy and Implementation Summary

The projects will be measured quantitatively by collecting data on numbers of clients served and referrals made, as well as collecting qualitative data via annual client satisfaction surveys. The true success of the projects will be achieved when the HRC office serves as the cultural, education and economic hub of Teton County's Latino population.

Specifically, quantifiable goals stated above for each program will be organized and reported to the HRC advisory board and the LRC monthly, and will be accompanied by narrative reports.

Success will be achieved by meeting the numeric metrics specified, and when success is not met immediately, it will be measured by making adjustments that result in improvement and progress toward stated goals.

Management Summary

Hispanic Resource Center is governed by a five to seven person advisory board. Current members of the board are Juanita Flores, President, Gabby Hermosillo, Vice President, Amy Potter, Treasurer, and Myra Kerr. The board is considering adding additional board members. All board members and others who help at events are volunteers.

Non-Profit Funding Requests: FY 2017

Organization	Request Received	Amount Received FY 2016	Amount Requested FY 2017	Preliminary Amount Approved	Final Amount Approved	BOCC signed contract	Non-Profit Signed Contract
Veterans Memorial (American Legion)	x	7,051	7,263	7,263			
City of Driggs (Fireworks)	x	5,000	5,000				
Community Resource Center of Teton Valley	x	0	9,000				
Family Safety Network	x	5,000	10,000	6,000			
Seniors West of the Tetons	x	6,000	6,000	6,000			
Targhee Regional Public Transit Authority (TRPTA)	x	6,000	6,000	6,000	\$5,000 to TRPTA, \$1,000 for J Trudell to atte		
Teton Valley Business Development Center	x	25,000	35,000	35,000			
Tourism - Paid to TVBDC		10,000					
Teton Valley Community Animal Shelter	x	9,600	10,000				
Teton Valley Community Recycling	x	5,000	10,000	10,000			
Teton Valley Food Pantry (Food Bank)	x	6,500	6,500				
Teton Valley Foundation - SnowFest	x	1,855	3,000				
Teton Valley Foundation - Ice Rink	x	0	30,000				
Teton Valley Hispanic Resource Center		0	14,400				
Teton Valley Mental Health Coalition	x	5,000	5,000	5,000			
TOTALS		\$92,006	\$157,163	\$75,263	\$0		

Budget Summary: All Funds

FISCAL YEAR 2017 - amounts as of July 1, 2016

Fund / Department	Actual Expenses FY 2013	Actual Expenses FY 2014	Actual Expenses FY 2015	Adopted Budget FY 2016	FY 2017 Budget Requests	Second Draft FY17 Budget (after June meetings)				
01-General Fund										
1-Clerk / Auditor	112,273	149,218	156,914	185,273	211,916	202,916				
2-Assessor	191,340	252,193	260,332	291,272	305,382	305,377				
3-Treasurer / Tax Collector	136,175	173,777	185,588	197,124	177,902	177,902				
4-Sheriff	700,320	985,949	1,186,812	1,358,918	1,420,101	1,214,945	2 new vehicles, all IT expenses moved to 01-14			
5-Commissioners	147,931	175,574	177,697	226,279	229,001	224,765				
6-Coroner	25,629	24,408	24,305	35,270	35,770	35,770				
7-Prosecuting Attorney	174,911	240,852	248,590	282,931	270,981	270,981				
8-Public Works Director	76,643	93,961	97,771	189,387	170,681	170,681				
9-Courthouse & Grounds	92,514	138,065	174,440	185,183	174,756	174,356				
10-Old Courthouse & Grounds	16,900	11,054	0	0	0	0				
11-Emergency Mgt	48,444	65,471	67,569	73,210	64,570	64,570				
13-County Agent	49,549	57,671	61,820	65,311	66,975	66,975				
14-Information Technology	198,906	292,462	201,956	354,806	389,509	529,220				
15-Elections	44,814	52,794	47,598	66,807	63,526	65,826				
17-Law Enforcement Center	0	13,602	32,805	58,831	69,226	70,026				
18-General	825,341	263,909	263,164	304,615	574,860	568,860	includes \$90,000 salary placeholder, \$100,000 contingency, \$57,000 for new non-profit requests, \$35,000 animal control			
19-Dispatch	200,575	269,916	264,231	321,823	312,381	312,381				
20-Jail	70,838	107,876	203,402	169,967	183,327	183,327				
21-Planning	117,910	133,342	175,835	268,750	293,893	299,078				
22-Building	94,240	122,352	159,673	144,369	204,745	155,855				
23-GIS	73,833	97,929	91,844	99,880	94,340	89,340				
24-Recreation	0	0	0	0	72,493	56,108				
31-Emergency Services Bldg	3,403	10,077	15,578	19,775	20,575	13,946				
Total General Fund	\$3,402,490	\$3,732,454	\$4,097,923	\$4,899,781	\$5,406,910	\$5,253,205				
							REVENUE PROJECTIONS			
							Estimated Non-Prop Tax Revenue	Remaining Cash budgeted to be spent during FY 2017		
							\$1,628,742	\$275,000	\$200K unspent FY16 budgets + unanticipated revenue	
02-Road & Bridge	1,091,285	1,232,093	1,537,177	1,511,374	1,778,615	1,702,941	1,274,650	100,000	not spent for Victor gravel pit	
06-Court & Probation							113,816			
1-District Court	287,779	328,238	344,777	371,890	391,312	380,412		5,000		
2-Juvenile Probation	179,859	184,697	182,801	184,456	184,158	207,258				
16-Indigent & Charity	44,438	31,612	81,034	73,116	73,116	73,116	5,250	30,000		
20-Revaluation	116,800	116,800	116,800	126,800	130,604	130,604				
21-Special Planning Projects	5,500	650	0	0	0	0				
24-Tort	108,529	118,107	121,612	126,448	128,925	128,925				
27-Weeds	72,118	79,185	73,187	113,945	133,988	124,488	13,500			
41-Building Fund	1,393,548	1,289,766	0	0	0	0				
60-Housing Authority	0	0	0	5,000	0	0			Remaining cash available due to miscalculation of FY16 levy rate	
82-County Fair/Fair Grounds	31,492	109,978	68,803	103,835	88,890	96,890	48,150	20,000		
							\$3,084,108	\$430,000		
TOTALS for Funds receiving general property tax revenue										
					Estimated Property Tax Collections during 2017	\$4,229,544	\$4,229,544			
					TOTAL PROJECTED REVENUE	\$7,441,944	\$7,743,652			
					LESS TOTAL BUDGET REQUESTS	\$8,316,518	\$8,097,839			
					BUDGET SURPLUS (Shortfall) for funds receiving general property taxes	(\$874,574)	(\$354,187)			
FUNDS WITH RESTRICTED REVENUE										
	Actual Expenses FY 2013	Actual Expenses FY 2014	Actual Expenses FY 2015	Adopted Budget FY 2016	FY 2017 Budget Requests	Second Draft FY17 Budget (after June meetings)	TOTAL Estimated FY 2017 Revenue	Estimated Non-Prop Tax Revenues	Estimated Taxes, Fees, Penalty & Interest collected during FY 2017	Remaining Cash budgeted to be spent during FY 2017
15-Election-State Funds	60,000	42,355	46,513	66,226	58,492	66,000	66,000	66,000		
23-Solid Waste	1,114,834	1,270,703	2,250,567	1,696,728	1,435,439	1,435,439	821,275	821,275		
33-Road, Special	1,056,438	1,084,662	1,315,291	768,572	760,855	760,855	761,195	6,195	755,000	
36-Prosecutor's Special Drug Fund	0	2,517	0	5,000	5,000	5,000	5,000			5,000
43-Road Improve-Developer Donator	16,901	0	0	30,000	30,000	30,000	30,000			30,000
44-E 911 Communications	104,864	190,963	102,737	120,074	118,199	118,199	122,250	122,250	ambulance grant?	150,000
50-Ambulance Service District	602,496	648,723	635,297	633,082	403,000	403,000	278,650	128,650		
51-Mosquito Abatement District	280,125	277,921	283,046	303,637	306,668	293,463	293,463	1,451	292,012	
54-Waterways/Vessel Fund	6,875	11,319	1,520	11,000	11,000	11,000	11,000	5,000		6,000
61-FEMA Teton Creek Restoration	105,446	946,595	29,490	0	0	0	0			
62-Sheriff's Grants	16,990	0	3,995	17,000	102,338	102,338	102,338	102,338		
84-Teton Valley Arena	564	110,367	118,765	0	0	0	0			
86-Grants Fund	148,039	322,810	149,491	30,000	1,292,000	1,299,500	1,396,935	1,215,500		181,435
90-93 Impact Fees	0	34,564	230,000	29,000	30,000	35,000	35,000			35,000
							\$3,923,106	\$2,468,659	\$1,047,012	\$407,435
TOTALS for Funds with restricted revenue										
<i>These funds use restricted revenues and must be balanced individually.</i>										
GRAND TOTAL for all Funds										
	\$10,247,409	\$12,167,078	\$11,790,824	\$11,226,964	\$12,869,509	\$12,657,633	\$5,552,767			

From: Kimberly Simmons [<mailto:Kimberly.Simmons@pdc.idaho.gov>]

Sent: Friday, July 01, 2016 2:21 PM

To: Mary Lou Hansen <mlhansen@co.teton.id.us>; Cindy Riegel <criegel@co.teton.id.us>; Bill Leake <bleake@co.teton.id.us>; Kelly Park <kpark@co.teton.id.us>

Subject: Meeting with PDC Executive Director (Judicial District 7)

Good afternoon Commissioners Riegel, Leake, and Park, and Ms. Hansen,

I don't know if we have had the privilege of meeting, but my name is Kimberly. I am the new Executive Director at the Public Defense Commission. I'm writing because I'm going to be in the 7th Judicial District July 11 - 13. I'm hoping to schedule an hour or so with you (individually or together) to update you on the activities at the PDC, as well as answer any questions you may have as the Commission moves forward. As you may know, the Legislature passed House Bill 504 this spring, which gives the Commission the powers and duties to promulgate rules related to standards for Indigent Defense services, funding for the counties, and annual reporting. I'd like to be a resource for you as well as learn a little bit about your county's unique needs.

I am scheduled to be in Rexburg the afternoon of July 11th for a few meetings, but am open on the remaining days to meet with you. Please let me know if any of those dates and times will work.

Thank you so much, and have a great day!
Kimberly

Kimberly J. Simmons

Executive Director

State Public Defense Commission

816 W. Bannock Street, Suite 201

Boise, ID 83702

PH: (208) 332-1736

Mobile: (208) 869-3124

Fax: (208) 364-6147

Facebook: @idahospdc

Twitter: @Idaho_PDC

www.pdc.idaho.gov



Board of Teton County Commissioners

MINUTES: June 22, 2016

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

Wednesday, June 22, 2016			
Time	Fund & Dept. #	Budgets	Name
09:00 AM	23	Solid Waste	Darryl Johnson, Saul Varela
10:30 AM	23	Solid Waste Fee	
12:00 NOON	LUNCH		
12:30 PM	51	MAD	Greg Adams
12:45 PM	1-11	Emergency Management	Greg Adams
01:15 AM	1-14	IT	Greg Adams
02:30 PM	1-04, 1-19, 1-20, 44, 62	Sheriff, Dispatch, Jail	Tony Liford, Rick Henry, Mitch Golden

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen, Assessor Bonnie Beard

Chairman Leake called the meeting to order at 9:07 am.

FY 2017 BUDGET

SOLID WASTE. Supervisor Saul Varela described the need for a year-round laborer rather than just a seasonal laborer. He said Eastern Idaho Public Health was involved in monitoring the landfill and transfer station and agreed that Solid Waste should pay 25% of the annual cost for EIPH. Public Works Director Darryl Johnson said actual monitoring costs at the closed landfill cannot be accurately projected until the post-closure plan is finalized. However, monitoring costs are likely to increase because the County must begin testing wells for methane and CO₂ gases. The Board asked Mr. Varela to auction the large log pile rather than pay to have it chipped.

Mr. Varela said the County has outgrown the original baler, which has an estimated trade-in value of \$5,000-\$10,000. His budget request includes \$200,000 for purchase of a new horizontal baler which will be more efficient and reduce worker injuries. If desired, the new baler could be purchased via a multi-year lease.

Teton Valley Community Recycling has requested \$10,000 this year in exchange for services provided to the County. Mr. Varela and Mr. Johnson agreed that the value of their grant-writing and public education services exceeds the amount requested.

SOLID WASTE FEE. The Board reviewed cost and revenue estimates prepared by Mr. Johnson (Attachment #1) along with parcel count information provided by Assessor Beard (Attachment #2). Mr. Johnson estimates that tipping and other user fees will generate about \$773,000 next year, leaving \$672,000 to be collected via the Solid Waste Fee on property parcels. The Board discussed various alternatives for allocating the \$672,000 cost among the County's 14,679 parcels and also whether to eliminate the Solid Waste Fee and collect the entire \$1.45 million needed via user fees. Mr. Varela said the transfer station receives waste hauled by a significant number of vehicles with non-local license plates and suggested the County determine a way to properly allocate costs to non-residents. The Board identified five possible combinations of revenue generating alternatives and asked staff to create a memo summarizing the five possibilities for further discussion in July.

The meeting was recessed for lunch at 12:08 pm and resumed at 12:37 pm.

MOSQUITO ABATEMENT DISTRICT. Director Greg Adams estimates that he works an average of 4 hours per week on MAD items; more hours would enable better public outreach efforts. He said the spraying contract will

be re-bid during FY 2017. The District's \$15,000 contingency fund will be reduced as needed to balance the expense budget with estimated tax revenues.

EMERGENCY MANAGEMENT AND IT SERVICES

The Board reviewed the memo written by Administrator Greg Adams justifying his request for a full time deputy, providing details of his emergency management responsibilities and describing other aspects of the two major departments he manages (Attachment #3). He explained that hiring a FTE to assist him would be less expensive than hiring a FTE for each of his two major areas of responsibility while providing back-up coverage for both departments.

EMERGENCY MANAGEMENT. Mr. Adams agreed that it would be best for the County Facility Manager to become responsible for the National Guard Armory building which is being used to store emergency services equipment and conduct training activities. The County executed a five-year "Shared Usage" Memorandum of Agreement with the Idaho Army Guard in September 2014 and hopes to obtain title in the future.

INFORMATION TECHNOLOGY. The Board asked Mr. Adams to consult with the Facility Manager and Public Works Director to clarify who should be responsible for security camera and door lock systems; both systems use Bosch software. The Board agreed with Mr. Adams' budget requests for IT software and hardware, including retention of the 4-year replacement cycle for computers. They discussed the \$50,000 request to fund installation of a fiber optic connection between the law enforcement center and courthouse and to install other fiber optic cabling for future connection of county facilities whenever construction activity might make low-cost installation possible. The Board discussed the hardware costs for the County's two Storage Area Networks, one at the courthouse and one at the LEC. The information on one SAN is completely backed up to the other SAN and all the information is also backed up on the "cloud." Mr. Adams said this level of redundancy is critical and would help the County recover quickly after a disaster, even without internet service. The hardware needed for each SAN costs about \$45,000 and must be replaced every 5-6 years. The courthouse SAN was replaced during FY 2016 and the LEC SAN will be replaced during FY 2017.

The Board briefly discussed the pros and cons of including the Sheriff's IT requests and staff within the county-wide IT department. They decided the possibility deserved further consideration.

SHERIFF, DISPATCH, JAIL. Administrative Manager Mitch Golden reviewed the Sheriff's budget request and written justification (Attachment #4). The current budget includes funding for three sergeants, seven patrol deputies and six dispatchers; three of the deputy positions and two of the dispatcher positions are currently vacant. Mr. Golden said dispatch work is stressful and shift work difficult. The most recent resignation came after a dispatcher handled a call regarding a deceased child. Sergeant Donald Shaw said deputies respond to calls for assistance, but have little time for patrolling, which means there is not much officer-initiated activity.

Mr. Golden described the need for an Administrative Specialist. He said the office used to have four administrative staff members, but one position was cut as a cost-saving measure several years ago. The Civil Deputy described her need for better software to track the financial side of civil processing. The Sheriff's IT Manager said video recordings from officer dashboard and body cameras must be retained for many years and require large amounts of digital storage space. He recommends Blue Ray disks for such storage. The Board tentatively decided to fund the purchase of two new patrol vehicles rather than three and made other changes to requested amounts.

● **MOTION.** At 4:57 pm Commissioner Park made a motion to adjourn. Motion seconded by Commissioner Riegel and carried.

Bill Leake, Commissioner

ATTEST

Mary Lou Hansen, Clerk

Attachments #1 Projected Income and Expenses for Landfill Bound Waste
#2 Assessor's 2016 Parcel Counts
#3 Budget Explanation for Emergency Management, Mosquito Abatement and IT
#4 Sheriff's Budget justification

Board of Teton County Commissioners

MINUTES: June 27, 2016

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

8:30 AMBULANCE SERVICE DISTRICT

CALL TO ORDER – Bill Leake, Chair

1. Approve Available Minutes
2. Transition Status
 - a. Status of title to 2004 Ford Ambulance
 - b. Status of New Contracts
 - c. Purchase of New Ambulance - Grant Issues
 - d. Billing Rates

9:00 BOARD OF COUNTY COMMISSIONERS

CALL TO ORDER – Bill Leake, Chair

9:00 HOUSING AUTHORITY DISCUSSION w/CITIES

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

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. Landfill Cap
 - b. Weigh Master & Equipment Operator Positions
 - c. Metal Recycling
2. Road & Bridge
 - a. Chip Seal Schedule and Traffic Control
3. Engineering
 - a. iWorQ Results
 - b. Packsaddle Road Vacation Application Public Hearing Continued to June 28th at 9:00 am
4. Facilities
 - a. Centennial Bench
5. Public Works
 - a. Teton County Weed Superintendent

PLANNING – Kristin Rader

1. Fin and Feather Inn
2. Planning Services Assistant Position
3. Code Enforcement Update
4. Land Use Development Code Update
5. Recreation Update
 - a. Recreation Coordinator Hours
 - b. Recreation Website

BUILDING – Wendy Danielson

1. Building Administrator & Building Official Job Descriptions
2. Shared Building Services
3. Department Hours
4. Building Permit Statistics
5. iWorQ Conference

10:30 APPEAL OF YIELD TAX

1. Jeff Lerwill

2:00 FY 17 BUDGET – Clerk Hansen

- 2:00 Prosecutor
- 2:15 Treasurer
- 2:30 Extension & 4H
- 3:30 Fairgrounds & Fair

4:30 INFORMATION TECHNOLOGY/EMERG MGT,

- Greg Adams
1. Monthly Report

ADMINISTRATIVE BUSINESS

1. Approve Available Minutes
2. Other Business
 - a. Salary and Hiring Policies and Job Description Reviews
 - b. Planning and Building Departments Reorganization
 - c. TVBDC Grant
 - d. Teton Soil Conservation District Funding Request
 - e. Beer & Wine licenses
 - f. Communication Update
 - g. Credit Cards
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)(a) & (b)

ADJOURNMENT

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

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

Chairman Leake called the meeting to order at 9:14 am.

HOUSING AUTHORITY DISCUSSION

Driggs Mayor Hyrum Johnson, Drigg Development Director Doug Self and Victor Planner Jason Boal were present. They explained that state statutes require cities to find a need for a Housing Authority before one can be established. Therefore, Driggs has adopted a resolution finding such a need and Victor plans to do the same in the near future. They also plan to start reaching out to potential Housing Authority board members, but stressed they have no plans to take further actions without County involvement.

Commissioner Riegel read the following statement found on the county website about affordable housing:

The Teton County, Idaho section of the 2014 Western Greater Yellowstone Housing Needs Assessment (HNA) identified specific housing needs in our community. Recent trends have also pointed to diminishing housing stock and rapidly increasing costs for renting and building. The BoCC hired Navigate LLC, a Jackson-based housing consultant to help establish clear goals and objectives for a comprehensive housing program for Teton County while fostering collaboration with the cities of Victor, Driggs, and Teton. This project, to be completed this summer, will provide the foundation for re-establishing an efficient and effective Housing Authority that meets the unique needs of our community.

She said the Board would take no action until receiving the findings and work plan being prepared by Navigate. The plan will outline goals, objectives and strategies, including recommendations regarding the types of expertise needed by future Housing Authority board members. The County will utilize this information to collaborate most effectively with cities and other entities.

Mr. Self said the cities are fully supportive of the Navigate project and are simply preparing to enact whatever recommendations are set forth. Other than during the monthly Council of Government meeting, Mr. Boal said the cities have not met to discuss affordable housing issues.

Commissioner Riegel said the Navigate report is expected to be available in August. Task 2 is the next step and requires a 3/4-hour work session attended by Commissioners, Mayors and City Council Members. The group will discuss the findings of the survey and interviews and refine draft goals and objectives. The meeting is tentatively scheduled for the evening of July 18.

The group discussed funding for a possible future Affordable Housing staff member. Mr. Self said the cities plan for existing staff to provide assistance to the start-up Housing Authority during its first year and will not budget for additional staff until FY 2018.

OPEN MIC

Shawn Hill of VARD spoke about affordable housing and supports delaying action until receiving the Navigate report.

PUBLIC WORKS

Director Darryl Johnson reviewed the information in his bi-monthly report (Attachment #1). He is receiving many phone calls about speed limits and irrigation water on roads. Prosecutor Spitzer said State statutes make it a misdemeanor for property owners to irrigate roads and also set default speed limits. However, she said the County can override the default speed limits on County roads. Mr. Johnson was asked to recommend appropriate limits for future discussion. The Board agreed with Mr. Johnson's recommendation that the Weed Department become part of Public Works and asked him to update the Weed Superintendent's job description accordingly.

APPEAL OF YIELD TAX

Jeff Lerwill was present via phone to request a reduction of the \$449.34 timber yield tax assessed pursuant to IC 63-1706(3) (Attachment #2). He said the tax was too high because it was based on a dollar amount greater than the amount he was actually paid for the timber.

Assessor Bonnie Beard explained that the sawmill notified her office of the board feet of timber involved and that she is required to use timber rates established by the State to calculate the yield tax. Chairman Leake said the Board was obligated to follow State law and was unable to make any changes to the tax.

PLANNING

Interim Planning Administrator Kristin Rader reviewed her bi-monthly update (Attachment #3).

● **MOTION.** Commissioner Park made a motion to approve the Written Decision and Development Agreement for the Fin & Feather Inn. Motion seconded by Commissioner Riegel and carried unanimously. (The Written Decision appears as Attachment #5a to the June 13, 2016 minutes.)

The Board discussed the four Code Enforcement situations described in Ms. Rader’s memo, along with other enforcement issues. She said violations of the State Electrical Code must be enforced by state officials, which never occurs. Prosecutor Spitzer and Ms. Rader said the County needs a full time Code Enforcement Officer. The Prosecutor believes there may be up to 100 current violations in the County and suggested asking the cities if they would be willing to share the cost of an officer. Commissioner Riegel asked why the County bothers to adopt ordinances if they are not enforced.

Ms. Rader is preparing a FAQ sheet related to the draft land use code. The Board will meet with the Planning & Zoning Commission from 4-6 pm on July 12.

● **MOTION.** Commissioner Riegel made a motion to increase the Recreation Coordinator hours to 29 per week starting July 2 and ending September 23, 2016. Motion seconded by Commissioner Park and carried unanimously.

The Board agreed with Ms. Rader’s recommendation to delay work on a new website until there is clear a plan for future, ongoing maintenance of such a website.

BUILDING

Interim Building Administrator Wendy Danielson reviewed her written report (Attachment #4). She said the cities and counties enforce the same International Building Code and that the cities have expressed interest in the possibility of sharing a building inspector.

● **MOTION.** Commissioner Park made a motion to approve overnight travel August 1-3 for Ms. Danielson to attend the iWorQs Conference in Logan, Utah. Motion seconded by Commissioner Riegel and carried unanimously.

The meeting recessed for lunch at 11:52 am and resumed at 12:40 pm.

ADMINISTRATIVE

● **MOTION.** Commissioner Park made a motion to approve the minutes of June 6, June 13 and June 20. Motion seconded by Chairman Leake and carried unanimously.

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

General	\$17,988.97
Road & Bridge	58,600.24
Court & Probation	613.88
Court-Bonds	2,882.50
Revaluation.....	9,410.00
Solid Waste	10,282.17
Weeds	112.40
Ambulance.....	116.08
Fairgrounds & Fair	13,250.54
TOTAL.....	\$113,256.78

● **MOTION.** Chairman Leake made a motion to approve the Rural Idaho Economic Development Professional Grant from the Idaho Department of Commerce in the amount of \$27,500. Motion seconded by Commissioner Park and carried. (Attachment #5)

● **MOTION.** Chairman Leake made a motion to approve the Retail Alcoholic Beverage license for Chop's Eats. Motion seconded by Commissioner Park and carried.

● **MOTION.** Commissioner Park made a motion to approve spending \$2,500 of Contingency funds to help the Teton Soil Conservation District purchase a no-till drill. Motion seconded by Chairman Leake and carried unanimously. (Attachment #6)

● **MOTION.** Commissioner Park made a motion to approve obtaining County credit cards for the Weed Superintendent, Extension Educator, Fair Board Treasurer, Planning Administrator and Building Administrator. Motion seconded by Chairman Leake and carried.

FY 2017 BUDGET WORK SESSION

The Board reviewed the Clerk's FY 2017 Budget Memo #5 (Attachment #7) and met with the following elected officials and department heads.

PROSECUTOR Kathy Spitzer reviewed her status quo budget request. Clerk Hansen said the Prosecutor is paid out of two salary line items because she contracts with the Cities of Victor and Driggs to perform prosecutorial services, as allowed by State Statute. The Cities pay the County a total of about \$17,500 for those services; \$7,500 is paid to the Prosecutor for her city-related work while \$10,000 offsets office expenses related to the City work. The Prosecutor also earns \$70,000 per year for her work as County Prosecutor. She does not have an outside legal practice.

TREASURER Beverly Palm has reduced her staff hours and is requesting approval of a \$7,200 office remodel project.

EXTENSION Educator Jen Werlin described the University of Idaho's Extension program. She is one of three "Community Food Systems" specialists in Idaho; the others are located in Boise and Moscow. She said 4H is an extension program established by an act of Congress. About 120 kids are currently participating in Teton's program. Kids who participate in 4H during all four years of high school are eligible for state and national 4H scholarships, along with local scholarships funded by fundraising efforts and donations. The local scholarship provides \$1,000 the first year of college, \$500 the second year, and \$100 the third year. 4H receives about \$5,000 through Tin Cup each year.

Ms. Werlin has consulted with the University of Idaho regarding proper accounting procedures for the 4H accounts. She plans to close the existing 4H account, which uses the County's Employer ID number, thus making the County responsible for its oversight. This account will be replaced by three new 4H accounts using the University's Employer ID number; one account will be for general 4H revenues and expenses, the other two will be for specific 4H clubs that conduct independent fundraising activities. The 4H program also has \$46,000 in an endowment fund maintained by the Idaho Community Foundation and restricted for use to benefit 4H programs, including scholarships.

The only 4H-related expenses included in the Extension department budget will be wages, travel expenses and office overhead. The Extension vehicle has gone over 165,000 miles and should be replaced during FY 2018.

FAIRGROUNDS & FAIR. Fair Board President Katie Salsbury told the Board that miscommunication with the Public Works Director regarding the cost of the Crow's Nest repair has resulted in the over-expenditure of about \$13,000 this year. However, she is confident that much of that expense will be offset by higher than projected fair and rental revenue. She said the Fair is participating in the Tin Cup Run this year, seeking donations for future capital projects. Ms. Salsbury is working with the Interim Planning Administrator regarding possible use of Recreation Impact Fees to expand existing facilities.

MAD, INFORMATION TECHNOLOGY, EMERGENCY MANAGEMENT

Director Greg Adams introduced Allen Loe of VDCI, who provides spraying services for the Mosquito Abatement District. He said it's been a quiet year for the West Nile virus so far, but that the Culex mosquitoes typically become most active in August. Although there is considerable concern about the Zika virus, Mr. Adams said the mosquitoes do not live in Teton County. No-one has been infected within the US yet, although some citizens have been infected while abroad.

Mr. Adams reviewed his written report (Attachment #8). He will coordinate a County-wide effort to prepare for the August 21, 2017 solar eclipse.

The Board asked Mr. Adams about the possibility of combining the Sheriff's IT needs within the County's general IT budget. He is amendable to the idea, but is not sure if the Sheriff's IT Manager is interested in working more hours, so may still need additional help. Clerk Hansen said she would appreciate having Mr. Adams oversee the entire budget because he is very good at managing his departmental finances.

EXECUTIVE SESSION

● **MOTION.** At 4:46 pm Commissioner Riegel made a motion for Executive Session to discuss personnel matters pursuant to IC 74-206(1)(b). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 5:15 pm.

● **MOTION.** At 5:45 pm Chairman Leake made a motion to recess the meeting until 11:00 am on Tuesday, June 28. Motion seconded by Commissioner Riegel and carried.

ADMINISTRATIVE

COMMUNICATION UPDATE. The Board reviewed the bi-monthly Communication Update (Attachment #9). County Executive Assistant Holly Wolgamott asked for direction on articles proposed for the July E-news Bulletin. The Board agreed to the articles suggested. Ms. Wolgamott also reported that the Employee Committee now has representatives from all County departments with an exception to the Sheriff's office. A committee kick off meeting will be held in mid-July.

COMMITTEE REPORTS. Commissioner Riegel reported on the Wildland Fire Management Preseason Coordination Meeting. She explained how multiple agencies would respond to fires on forest lands. She also explained the Board's roll in declaring a disaster, if necessary, to receive federal disaster relief funding. The Wildland Fire Management meetings will be held with the Board prior to each fire season.

Chairman Leake did not have any committee reports.

Commissioner Park reported on Tri-County Misdemeanor Probation meeting. He stated that there was some confusion on the intent of the meeting because some of judges did not realize that pending conditions requested, Teton County was not planning on leaving. However, Jefferson County did choose to leave and go on their own. Commissioner Park indicated that there will be another Tri-county Misdemeanor Probation meeting to finalize outstanding issues. He stated that they are now leaning towards hiring a standalone director for the Drug Courts.

MINUTES: June 28, 2016 continuation of June 27 meeting

Chairman Leake called the meeting back to order at 11:25 am.

COMMISSIONERS PRESENT: Kelly Park, Cindy Riegel, Bill Leake

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen, Assessor Bonnie Beard, Treasurer Beverly Palm

PLANNING & BUILDING DEPARTMENTAL RE-ORGANIZATION

The Board discussed ongoing re-organization efforts with Interim Planning Administrator Kristin Rader and Interim Building Administrator Wendy Danielson. They accepted BDPA's June 2 recommendation that the Planning Administrator position be assigned to pay grade 11.

Ms. Danielson listed the functions performed by the building department as follows:

1. Plan review (compliance with building code)
2. Building inspection
3. Building permit processing, including coordination with other departments and agencies

4. Building code enforcement
5. Budgeting and timesheets
6. Financial management of revenues and expenses (claims)
7. Public inquiries
8. Monthly reports about building permits to various agencies/entities
9. Reports to County Commissioners
10. Maintenance of electronic files (iWorQs) and paper files
11. Miscellaneous office management

The previous Planning & Building Administrator performed #5 and #9, while all other duties were performed by the Land Use Services Assistant and/or the Building Official. The Board agreed that the duties should be assigned as follows:

Building Official will have sole responsibility for #2

Building Official will be assisted by Building Manager/Building Services Assistant with #1, #4, #10

Building Manager/Building Services Assistant will have sole responsibility for #3, #5, #6, #7, #8, #9

The Board decided that the Planning Administrator would report directly to the Board and would supervise a Planner and Planning Services Assistant. The Building Official will also report directly to the Board but will work closely with the Building Manager, who will also perform Building Services Assistant duties. A part-time or full-time Building Services Assistant and/or Building Inspector may be hired in the future.

Ms. Danielson was asked to track the changes needed to the current Building Official and Land Use Services Assistant job descriptions in order to accurately reflect the duties of the Building Official and the newly-described Building Services Assistant. She will also make any changes needed to the draft Building Administrator/Manager job description. This information will be provided to BDPA for evaluation.

● **MOTION.** Commissioner Riegel made a motion to hire Kristin Rader as the County's Planning Administrator at 86% of the salary for pay grade 11. Motion seconded by Commissioner Park and carried unanimously.

JOB DESCRIPTIONS

Clerk Hansen recommended that Executive Assistant Holly Wolgamott replace her as the point of contact with BDPA, who is the County's HR consultant. The Board and Ms. Wolgamott were amenable to the proposal; as Risk Manager she is already involved in personnel issues and is currently coordinating an Employee Committee.

CHIEF DEPUTIES. The Board reviewed Clerk Hansen's memo (Attachment #10), which included a BDPA review of the Assessor, Clerk and Treasurer Chief Deputy jobs. The Board asked BDPA to evaluate the jobs according to their actual duties and responsibilities and not according to the "Chief Deputy" title.

● **MOTION.** At 1:41 pm Chairman Leake made a motion to adjourn. Motion seconded by Commissioner Park and carried.

Bill Leake, Commissioner

ATTEST

Mary Lou Hansen, Clerk

Attachments: #1 Public Works update
 #2 J. Lerwill appeal of Yield Tax
 #3 Planning department update
 #4 Building department update
 #5 Rural Idaho Economic Development Professional Grant
 #6 Teton Soil Conservation District funding request for no-till drill
 #7 Clerk's FY 2017 Budget Memo #5
 #8 Emergency Management, Mosquito Abatement and IT monthly report
 #9 Communication update
 #10 Clerk's memo re job description reviews and policies

Board of Teton County Commissioners

MINUTES: July 6, 2016

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

9:00 **CALL TO ORDER** – Bill Leake, Chair

BOARD OF EQUALIZATION

1. Thomas Stanton, RP04N45E245502A
2. Pat & Eric Kellum, RP007020030010A

FY 2017 BUDGET

BUILDING DEPARTMENT RE-ORGANIZATION

PLANNING ADMINISTRATOR POSITION

EXECUTIVE SESSION

As needed per IC 74-206(1)(a)

ADJOURNMENT

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

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

Chairman Leake called the meeting to order at 9:04 am.

● **MOTION.** At 9:05 am Chairman Leake made a motion to recess the meeting and convene as the Board of Equalization. Motion seconded by Commissioner Park and carried.

BOARD OF EQUALIZATION

Chairman Leake administered an oath to Assessor Beard and Contract Appraiser Garrett Marshall.

OVERALL LAND VALUES. Mr. Marshall described the assessment process and said there was an overall increase of 15% in the value of residential homes this year. Land values, however, fluctuated according to location. Assessor Beard said the total county-wide value increased by about 13% this year and she received many inquiries after the assessment notices were mailed in June. Her staff responded by explaining Idaho law and sharing sales data about comparable sales in their neighborhood. They also explain that an increase in property value does not necessarily result in a similar increase in property taxes.

APPEAL OF PROPERTY ASSESSMENT FOR RP04N45E245502A (Attachment #1). Chairman Leake administered an oath to Thomas Stanton, who was present via telephone. Mr. Stanton said the Assessor's value was in error because the lot has no building rights.

Assessor Beard said she has consulted with the Interim Planning Administrator, who stated that the lot was buildable. The value would have been lowered if she had learned the parcel was not buildable.

● **MOTION.** Chairman Leake made a motion to sustain the Assessor's value of \$50,010 for RP04N45E245502A. Motion seconded by Commissioner Riegel and carried unanimously.

APPEAL OF PROPERTY ASSESSMENT FOR RP007020030010A (Attachment #2). Chairman Leake administered an oath to Eric Kellum.

Mr. Kellum said he splits his time between Dallas and Huntsman Springs. He apologized for failing to discuss his valuation concerns with Assessor Beard before filing an appeal, but said delays in his mail delivery time only for an appeal.

Mr. Kellum compared the amenities of Huntsman Springs and Teton Springs and described the current management and budgetary problems at Huntsman Springs, which are lowering property values. He provided information about pending lot and home sales to substantiate his request for a reduction in value. He said lots adjacent to the golf course should be valued higher than interior lots.

Mr. Marshall said it's very difficult to assign accurate values without access to actual sales data, which Huntsman Springs does not provide. They also include expensive furniture which inflates their sale prices. He used two 2015 lot sales, and one home sale, as comparables for Mr. Kellum's property. Both lots were on the golf course, whereas Mr. Kellum's home is not. Mr. Marshall described the challenge of differentiating values between various lots on a golf course. If the sales close, he said Mr. Kellum's information about pending 2016 sales would be very helpful to next year's valuation effort.

Commissioner Riegel said the Board must make decisions based on actual sales during 2015. Chairman Leake noted that Mr. Kellum's property value increased by about 10% when compared to the previous year, which did not seem unreasonable.

● **MOTION.** Chairman Leake made a motion to sustain the Assessor's value of \$885,019 for RP007020030010A. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** At 10:14 am Chairman Leake made a motion to adjourn as the Board of Equalization and reconvene as the Board of County Commissioners. Motion seconded by Commissioner Park and carried unanimously.

FY 2017 BUDGET

The Board reviewed a draft "Solid Waste Fee Options" document prepared by Clerk Hansen as requested June 22. They made several corrections and other changes before agreeing that the document accurately represented the options meriting further discussion. The Board will discuss those options July 11 and 25.

BUILDING DEPARTMENT RE-ORGANIZATION

Chairman Leake suggested that the new Building Manager could also oversee several other County functions, including Code Compliance, Economic Development, Recreation and Affordable Housing. Commissioner Riegel said the County currently contracts with Teton Valley Business Development Center to implement the County's Economic Development Plan. She believes implementation of the County's Recreation and Public Access plan should be tasked to the Planning Department and that the Board should make no decisions related to affordable housing until receiving the Navigate report.

Interim Building Administrator Wendy Danielson said enforcement of the building code is a duty of the Building Official while enforcement of the land use code is a duty of the Planning Administrator. The Building Official can delegate his enforcement responsibilities to a different staff person. Prosecutor Spitzer said the enforcement process should begin with an investigation and formal letter, followed up with action by an enforcement officer.

PLANNING ADMINISTRATOR POSITION

Chairman Leake said the Board had received a written counter-offer from Interim Administrator Kristin Rader Owen in response to their June 27 offer of employment. He said an Executive Session was needed to discuss the the Board's response to the counter-offer.

● **MOTION.** At 12:01 pm Commissioner Riegel made a motion for Executive Session to discuss personnel matters pursuant to IC 74-206(1)(a). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 1:18 pm.

● **MOTION.** At 1:31 pm Commissioner Riegel made a motion to adjourn. Motion seconded by Commissioner Park and carried.

Bill Leake, Commissioner

ATTEST _____
Mary Lou Hansen, Clerk

Attachments: #1 Thomas Stanton Appeal of Property Assessment
#2 Pat and Erick Kellum Appeal of Property Assessment

Grant Application Proposal

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

Department or Board applying for Grant: Teton County Fair Board

Contact Person: Katie Salsbury Intended Project Manager: Lori Hillman

Grant Title: CHC Foundation Grant

Granting Agency: CHC Foundation

Date of Award Decision: Fall 2016

Grant Timeline: Grant deadline is 7/27/2016

Dollar Amount of Grant Request: \$58,200

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

We are hoping to use impact fee \$ as match. The fair board will fullfill all
maintenance and reporting duties associated withe the project.

Other contingencies of grant: _____

The fair board remodel and upgrade project will be funded by donations from Tin Cup, impact fee funds designated for use at the fair grounds and revenue generated by the fair board.

Other agencies involved in the grant and their obligations: none

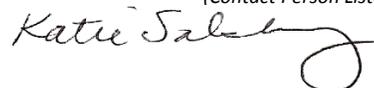
Brief written overview of grant: _____

The CHC foundation grants funds toward the initiation, support and furtherance of activities that enhance the social, cultural, and community service needs of Eastern Idaho. It gives priority to innovative and enriching projects that serve the public interest and well-being and that significantly improve the quality of life of the people of Eastern Idaho.

Benefit of grant to citizens Teton County: An upgraded and remodeled fair building will provide opportunities for cottage industries to thrive in Teton County, contribute to the long-term revenue stream at the fairgrounds, and provide an affordable event space and commercial kithcen for the community.

Signed: 
 (Contact Person Listed Above)

Date: 7/5/2016

Signed: 
 (Responsible Elected Official or Department Head)

Date: 7/5/2016

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

Signed: _____
 (Commissioner)

Date: _____