

Teton County Idaho Commissioners' Meeting Agenda
Monday December 12, 2016 9:00 am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

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

Amendments to Agenda

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. Approval of Purchase of Tire Rim Remover for Transfer Station
 - b. Approval of Purchase of the ProPak 60 Baler
 - c. Landfill Post Closure Plan
 - d. Monitoring Wells Near County Roads
2. Road and Bridge
 - a. Update on Road and Bridge Crews
3. Engineering
 - a. Cedron Road Shoulder Improvement Project
 - b. Gravel Pit SH33
 - c. Darby Creek Box Culvert Project
 - d. Approval of the Bates Bridge Cooperative Agreement Between Idaho Department of Fish and Game and Teton County
 - e. Approval of Idaho Parks and Recreation Waterways Improvement Grant Application for the Permanent Restroom Facility at the New Bates Road Boat Ramp
 - f. Approval of the Idaho Parks and Recreation Road and Bridge Grant for Signage and Traffic Control at the New Bates Road Boat Ramp
 - g. Approval of the Idaho Parks and Recreation Recreational Trails Program Application for the Permanent Restroom Facility at the New Bates Road Boat Ramp
 - h. Approval of the Idaho Parks and Recreation Off Road Motor Vehicle Fund Application for Improving Public Access Wayfinding Signage
 - i. Approval of the Idaho Parks and Recreation Land and Water Conservation Fund Application for Developing Lewis Parris Park at the Fairgrounds
 - j. Packsaddle Road Vacation
4. Facilities
 - a. Bates River Property Cabin

BUILDING – Wendy Danielson

1. Building Permit Reports
2. Combined County Wide Building Department
3. Use of Long Term Sick Leave

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

PLANNING – Holly Wolgamott

1. Area of Impact Process Decision
2. Application Update

3. Senior Planner Position
4. Recreation Coordinator Update

IT/EMERGENCY MANGEMENT – Greg Adams

1. Update on Law Enforcement Center's Storage Area Network Installation
2. Approval of Cell Phone Purchase for Emergency Management Technician
3. Acceptance of Homeland Security Emergency Management Performance Grant Funds
4. Other Project Updates
5. Fair Board Request to Join the County Network and Phone System

12:00 ELECTED OFFICIAL AND DEPARTMENT HEAD MEETING

1:00 AMBULANCE SERVICE DISTRICT

1. Approve Available Minutes
2. Hospital Radio Update
3. Fire Department and ASD Contract
4. Medical Director Update

TVHC QUARTERLY REPORT – Wesley White

2:00 THE DEVELOPMENT GROUP – Ted Hendricks

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

1. Approve Available Minutes
2. Other Business
 - a. Certificates of Residency
 - b. Beer & Wine licenses, if any
 - c. Land Development Code Review Proposal
 - d. Approval of Management Agreement with TREC
 - e. Approval of Non-motorized Pathways Ordinance
 - f. Approval of Dog Ordinance
 - g. Approval to Expand Content and Dollar Amount of FY17 Contract for Prosecutor/Public Defender WESTLAW
 - h. Solid Waste Fee – Notice of Claim – Big Sky Western Bank/GBCI Other Real Estate
 - i. Approval of Housing Authority Resolution
 - j. Election Ballot for Catastrophic Health Care Cost Program Board Members
 - k. Executive Assistant Report
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

ADJOURNMENT

Upcoming Meetings

December 27 9:00 am Public Hearing
Continuation Packsaddle Road Project

December 27 9:00 am Regular BoCC Meeting
January 9 9:00 am Regular BoCC Meeting

January 23 9:00 am Regular BoCC Meeting
February 13 9:00 am Regular BoCC Meeting



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

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

December 9, 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 December 12, 2016 BoCC Meeting.

SOLID WASTE

Teton Valley Community Recycling – TVCR received a grant through the Teton Springs Foundation in the amount of \$5,000 for a tire rim remover. This is great news for the Transfer Station. If Teton County is interested in taking advantage of this opportunity, we will need to provide an additional \$1,600 for the new tire rim remover. The current rim remover is not functioning. It could not handle the commercial and ag rims.

ACTION ITEM – Motion to approve the purchase of a tire rim remover for the Transfer Station taking advantage of the \$5,000 grant awarded to TVCR and using remaining cash funds to finance the difference of \$1,600 necessary for the purchase.

An alternate option could be to pay the \$1,600 out of Solid Waste fund 23-526 Contingency which has a FY17 \$10,000 budget.

Cardboard Bailer Purchase – The Transfer Station is looking to purchase a ProPak60 recycling baler (see attached documentation). This new baler is configured with an in-ground conveyor loading system which will allow for easier loading (reduction of staff back injury risk). State statute requires that we solicit for sealed bids for purchases over \$50,000. We are required to advertise for a minimum of 2 weeks. The first request for bids will run next week. Based on our research, we anticipate bids to come in somewhere around \$110,000.

Landfill Post Closure Plan – Revisions requested by the DEQ have been addressed and the Landfill Post Closure Plan has been re-submitted. The Plan includes installation of a tipping bucket and electronic gauge logging device at the test pad.

Monitoring Wells Near County Roads – I was recently asked if the monitoring wells near the County Road could possibly be contaminated as a result of road maintenance treatment. Attached is an email conversation with our testing agency, Rocky Mountain Environmental addressing that concern.

ROAD & BRIDGE

R&B Crews – Crews have been busy keeping roads open after snow events and drifting. Crews are also assisting Cannon Builders haul overburden material from the State Felt Pit to the SH33 Pit. Material will be used for reclaiming the old Teton County gravel pit now owned by Mr. Josh Thulin.

ENGINEERING

Cedron Road Shoulder Improvement Project – I reached out to Mr. Kent Bagley to provide an update on the Cedron Project. Mr. Bagley assured me that there are numerous concerned property owners along the project corridor that share his same concerns about this project. He requested that the County send letters to all property owners within the corridor explaining the project scope. He has also requested that the County hold a public meeting so that all citizens can have an opportunity to communicate their concerns to the BoCC. Mr. Bagley is mostly concerned that the improvements will have a more significant impact on his property and fencing along the road corridor from snow plowing. Public Works is happy to prepare and send letters to all landowners along this project corridor. Are the commissioners interested in a public meeting?

Gravel Pit SH33 – Material is being moved from Felt to the State gravel pit on SH33. Teton County must submit a commitment in writing to have the material removed by December 2017. Attached is a draft commitment letter requested by ITD.

Darby Creek Box Culvert Project – Box culverts are scheduled to be installed the week of 12/12.

Idaho Department of Fish and Game Agreement – In order for IDFG to assist with the development of the Bates Road boat ramp an agreement must be signed with the County. Attached is the proposed Master Cooperative Agreement. This document has been reviewed and approved by the County Attorney. This agreement requires the County to allow public access in perpetuity.

ACTION ITEM – Motion to approve the Bates Bridge Cooperative Agreement between the Idaho Department of Fish and Game and Teton County as presented and discussed.

Idaho Department of Parks and Recreation Grant Applications – IDPR grant applications are due January 27, 2017. Public Works is requesting to apply for the following are IDPR grants:

IDPR Waterways Improvement Fund (WIF) – The WIF is used for protection and promotion of safety, waterways improvement, creation and improvement of parking areas for boating purposes, making and improving boat ramps and moorings, marking of waterways, search and rescue and all things incident to such purposes. Public Works recommends applying for a **permanent restroom facility at the new Bates Rd. boat ramp**. There is no minimum match required for this program. However, Public Works would provide the equipment and labor necessary for installation.

ACTION ITEM – Motion to approve the IDPR Waterways Improvement Grant Application for the purchase and installation of a permanent restroom facility at the new Bates Rd boat ramp as presented and discussed.

IDPR Road & Bridge Fund – This fund is used to develop, construct and repair roads, bridges and parking areas within and leading to parks and recreation areas of the state. Public Works recommends applying for funds to **add information signage and traffic control at the new Bates Rd. boat ramp**. Signage would include an informational kiosk, and safety signs along Bates Road and at the facility.

ACTION ITEM – Motion to approve the IDPR Road & Bridge Grant Application for signage and traffic control at the new Bates Rd. boat ramp as presented and discussed.

IDPR Recreational Trails Program (RTP) – This fund is for maintenance and restoration of existing recreational trail facilities. IDPR encourages applicants to submit the same project through multiple funding sources if applicable. Public Works recommends applying for a **permanent restroom facility at the new Bates Rd. boat ramp**. There is a 20% match required for this program. Public Works would provide an “in kind” match through providing the equipment and labor necessary for installation.

ACTION ITEM – Motion to approve the IDPR Recreational Trails Program Application for the purchase and installation of a permanent restroom facility at the new Bates Rd boat ramp as presented and discussed.

IDPR Off Road Motor Vehicle Fund (ORMV) – The ORMV may be used to improve off-road vehicle facilities on public or private land. Recreation Coordinator Sven Taow is proposing to work with the USFS, Fish and Game and other government agencies to **add signage and improve wayfinding to public access points in Teton Valley**.

ACTION ITEM – Motion to approve the IDPR Off Road Motor Vehicle Fund Application for improving public access wayfinding signage in Teton Valley as presented and discussed

IDPR Land and Water Conservation Fund (LWCF) – The LWCF may be used for outdoor recreation enhancements such as ball fields and playgrounds. Recreation Coordinator Sven Taow is proposing to work with the Fair Board to **develop Lewis Parrish Park by adding a ball diamond and western themed playground**. There is a 50% local match for this program.

ACTION ITEM – Motion to approve the IDPR Land and Water Conservation Fund Application for developing Lewis Parris Park at the fairgrounds as presented and discussed.

Packsaddle Road Vacation – This public hearing was continued to 12/27. Staff was reluctant to provide a cost estimate for the Kay ½ acre saying it could influence or favor one side or the other in negotiating a purchase price and determined that would be a conflict of interest. Also this is a special use case that changes the value of the property.

FACILITIES

Bates River Property Cabin – Teton County Building Inspector Tom Davis conducted an inspection of the cabin to ensure it was appropriate for renting. Attached is an email showing his findings. In addition to the issues listed, Tom also commented that the roof was not insulated which would mean the structure is not very efficient to heat. Based on Mr. Davis’ findings, I recommend that the cabin NOT be rented this winter. If the County chooses to keep the structure, we can reconsider making improvements in 2017.

RANGER R26FLT



Price: \$6,315.00

Product ID : R26FLT
Weight: Free Shipping

[E-mail to a friend](#)



Finance as Low as...
\$174 / month

[Click to Apply Now!](#)

Delivery Options

No Liftgate Required at Delivery ▼

Quantity

1

[Add to Cart](#)

Overview

The Ranger R26FLTD is a super-duty tire changer that handles the truck, bus and commercial van tires with ease. Comes with joy stick control. - FREE SHIPPING TO LOWER 48 STATES



Get more time to pay.

[Check out with PayPal and choose PayPal Credit](#)

Subject to credit approval. [See terms.](#) US customers only.

Description

Products You May Like

The Ranger R26FLT is an incredibly fast and efficient large tire changer. Swap out tubeless truck, agricultural and off-road tires from 14" to 26" in just minutes. A portable remote control brings convenient precision to your finger tips and saves you precious time. We've thoroughly explored all aspects of truck wheel service to develop the quickest large tyre changer possible, so high-volume tire shops can get the speed, capability and dependability that they demand.

Experience your shortest floor-to-floor service times ever, making your job easier and more profitable. All of our tire machines are built with forged, hardened, and ground components designed to resist scoring, grooving, and wear. Our engineers understand that speed, convenience and safety are your top priorities, so we've made them ours. Ranger tire changers are built to allow operators to learn and use them both quickly and safely, so you'll be up and running in no time flat.

FREE SHIPPING TO LOWER 48 STATES

Portable Control Unit

Simple controls and positionable unit console lets the operator safely monitor the tire-changing process from the most advantageous angle.



MAREN
Balers & Shredders
Building customer loyalty since 1962.

ProPAK60

full eject baler

Take the guesswork out of your baling operation with Maren's ProPAK60 Full Eject Baler with exclusive Smart Bale Technology. Not only can it intelligently customize bale size and weight to meet your shipping methods; it can communicate directly to your production personnel with up-to-the-minute notifications on throughput, jams, productivity and even keep track of its own maintenance schedule... it's nothing less than **the smartest of its class!**

With Full Eject, the chamber is cleared after each bale is made, so switching to another material does not require shutting down, cleaning out or making unwanted contaminated bales from the previous material.

- **Largest Hopper Opening of its Class**
- **Highest Ram Face Pressure of its Class**
- **Most Durable Baler of its Class**
- **Exclusive Smart Bale Technology**



SMART Bale
intelligent baler control

- **Intelligent bale & material monitoring**
- **Advanced high pressure hydraulics**
- **Durable structure with interlocking construction**

CHASSIS

Height	
w/ conveyor -	122"
w/o conveyor -	73"
Length	
w/ conveyor -	305"
w/o conveyor -	209"
Width -	80"
Feed Opening:	
Side to side -	54"
front to back -	40"
Baler shipping weight -	18,500 lbs.

PERFORMANCE DATA:

Piston pump coupled to a high pressure **hydraulic system** is specifically designed to reduce horsepower loss and increase efficiency.

Platen force : 187,000 lbs

Platen : 109 psi

No load cycle time : 28 seconds

150 gallon **oil reservoir**

20 hp. TEFC motor : Voltages available 208, 230, 415, 460, 575 Volt, 50-60 Hertz, 3 Phase

Enclosure : NEMA 12 Rated, NEMA 4 available, UL Approved

Controls : UL/CUL/CE Approved, NEMA 12 Rated

Target bale size :

60" l : 152cm 30" h : 76cm

40-48" w : 102cm-122cm (operator selectable)

FEATURES:

54" X 40" Feed Opening is the largest in its class. Allows unbroken boxes to fall in without obstruction.

109 Psi. Platen Force Pressure. Platen forces are rated by actual force and not an "up to" or superficial number extracted from a maximum hydraulic system psi.

450 Brinell Wear Liners promote long service life and are completely replaceable.

Smart Bale Technology allows operator to select bale sizes perfect for loading trucks or sea containers.

Smart Shear features a 27-point chassis shear blade, progressive platen shear and utilizes special bale chamber geometry to all but eliminate shear jams.

Easy Tie System allows for easy feed of bale wire without debris obstructing wire travel path. In addition, the Tie System is easier to operate and faster than other manual tie systems, including hydraulically assisted tie systems.

Gravity-actuated Retaining Dogs assist in keeping highly resilient material from expanding back into the feed chamber after compression.

Automatic Bale Decompression - after a bale is tied off and complete in the chamber, the main ram automatically decompresses prior to allowing the operator to open the bale door.

Streamlined Hydraulic System exceeds performance of competitors 30hp. balers by utilizing high efficiency pumps and minimizing hydraulics components, hoses and leak points.

Interlocking Chassis Construction of 1/2" & 3/4" steel plate interlock with the other chassis components using tab and slot construction; this results in baling stresses being bared on the strength steel, not the welds.

Non-Ferrous Door shares same design as larger non-ferrous balers for ultimate in durability.

Oversized Cylinder Mounts offer unmatched strength and durability.

Remote Mounted Controls for operation and bale ejection are mounted near the front of the baler, giving the operator unrestricted view of the bale while ejecting a completed bale.

1-2-3 Warranty: 1 year labor, 2 year parts, and 3 year structure and cylinder.

BALEWEIGHTS *

OCC	- 1,500 lbs. : SHORT STROKE - 1,600 lbs. : FULL STROKE
MAGAZINES	2,000 lbs.
NEWSPAPER	1,500 lbs.
OFFICE PAPER	1,600 lbs.
ALUMINUM CANS	700 lbs. (makes full truck load)
TIN CANS	1,250 lbs.
HDPE	1,125 lbs.
PET	1,000 lbs. (percentage of caps on bottles will vary bale weights)

* Bale Weights are approximate, and may differ with moisture content, material density, etc.

* Due to Maren's commitment to product quality and refinement, these specifications are subject to change without notice, and without incurring responsibility to units previously sold.

IF YOU THOUGHT YOU KNEW MAREN—LOOK AGAIN

The **ONE SOURCE** for innovation
for your **Waste Management System.**

BALERS

Horizontal Auto Tie Balers
Closed Door Manual Tie Balers
2 Ram Balers
Wide Mouth Balers
Sawdust/Paper Dust Baler
Foam & Textile Balers
Vertical Balers

SHREDDERS

Pinch Conveyor Shredder
Top-Feed Shredder
Floor Sweep Shredder

CONVEYORS

Rubber Belt Slider Bed
Steel Belt Chain Edge
Automatic bale storage & weighing systems

BALING WIRE

CUSTOM SYSTEMS

DRUM CRUSHERS

USED EQUIPMENT

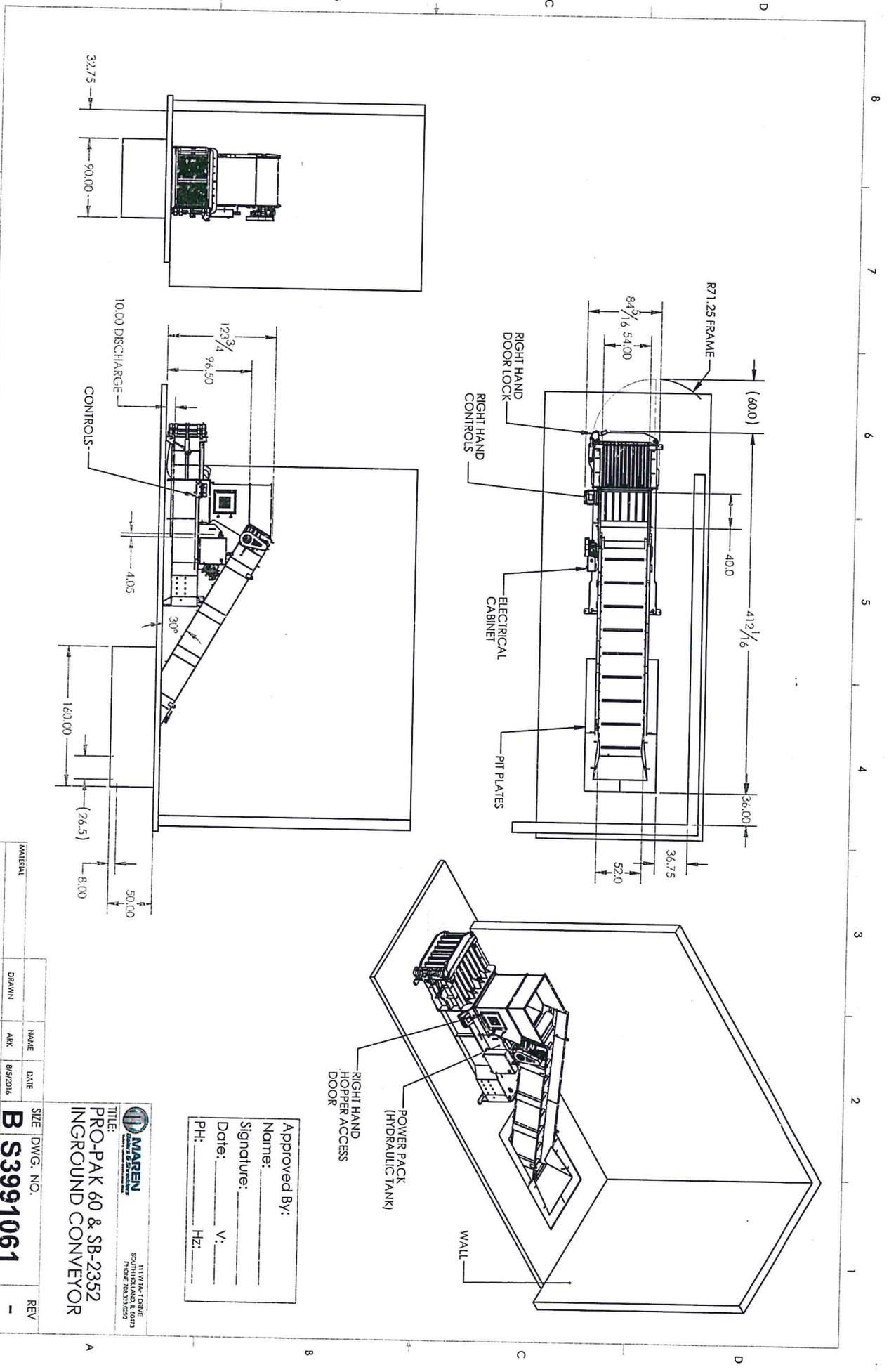


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Balers & Shredders
Building customer loyalty since 1962.

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800-875-1038

sales@marenengineering.com
www.marenengineering.com

111 West Taft Drive
South Holland, IL. 60473



Approved By: _____
 Name: _____
 Signature: _____
 Date: _____ V: _____
 PH: _____ Hz: _____

MATERIAL	NAME	DATE	SIZE	DWG. NO.	REV
DO NOT SCALE DRAWING	DRAWN	8/5/2016	B	S3991061	-
	CHECKED		Scale: 1:96	Weight: 267184.8	Sheet 1 of 1

MAREN
 SOUTH OREGON & CO. INC.
 111 W. 7th Street
 Medford, OR 97504
 TITLE: PRO-PAK 60 & SB-2352
 INGROUND CONVEYOR

Hi Darryl and Saul,

Yes, your answer was correct.

Monitoring and drinking wells have different rules and regulations. Both domestic and municipal wells have distance regulations that deal with ownership and infrastructure (roads, buildings, well access, well house etc). The distance regulations aren't placed with the intention to protect the groundwater quality of the well, they are essentially there to prevent the well from being in the way.

I don't think that the close proximity to the roads will affect the metal concentrations at Teton County. However, if they do we will catch it when comparing the lab results to the statistical limits.

Let me know if you have questions,

Thanks!

Rachel

On Wed, Nov 30, 2016 at 11:29 AM, Darryl Johnson <djohnson@co.teton.id.us> wrote:

Good morning Rachel;

A commissioner was at a public meeting recently when discussing a community well. They heard that the well could not be drilled within 100' of the road. They then wondered if our monitoring wells that are near the road might be influenced by road maintenance. My response was that we have conducted statistical analysis, have identified thresholds specific to each well and are monitoring change. Is that correct? Is there a better way to tell them they shouldn't be worried?

Thanks for your help.

Darryl Johnson, PE, PLS



Public Works Department

December 5, 2016

Mr. Eric Larson
Idaho Transportation Department
Address 1
Address 2

Delivered via email to eric.larson@itd.idaho.gov

RE: Material Stockpile State Pit FM36

Dear Mr. Larson;

This letter is to request that Teton County haul the overburden material from the SH 31 Badger Creek Project from State Pit TN40 in Felt and stockpile at State Pit FM36 on SH33 just south of E6000S. This material will be used to reclaim the old county gravel pit adjacent to and west of the State gravel pit.

Teton County will have the overburden material removed from State Pit FM36 by December of 2017.

Sincerely:

Darryl Johnson, P.E., P.L.S.
Public Works Director

**BATES BRIDGE
COOPERATIVE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 200 __, by and between the STATE OF IDAHO, DEPARTMENT OF FISH AND GAME, 600 South Walnut, Boise, Idaho 83707 (hereinafter DEPARTMENT) and the COUNTY OF TETON 89 N Main St. Driggs, Idaho 83422 acting by and through its County Commissioners, (hereinafter COUNTY) is made in reference to the following:

RECITALS

TETON COUNTY are owners/managers of certain parcels of land located immediately adjacent to the Bates Bridge on the Teton River that provide recreational access for hunters, anglers and boaters. Both THE DEPARTMENT AND COUNTY desire to provide clean, safe and accessible (as defined by the Americans with Disabilities Act – ADA) developed public access sites that may include such facilities as boat ramps, docks, parking areas and rest rooms for public use.

THE DEPARTMENT AND COUNTY desire to maintain a close working relationship and to assist each other with fishing and boating access management activities including, but not limited to, sharing personnel, equipment, materials and financial resources.

SECTION ONE

The Agreement

IN REFERENCE to the preceding recitals, the DEPARTMENT and COUNTY agree as follows:

1. DEPARTMENT will provide assistance to the COUNTY on a jointly approved basis to construction, renovate and maintain water-based recreational facilities that benefit Idaho hunters and anglers at the Bates Access Site.
2. DEPARTMENT agrees to maintain the infrastructure (boat ramp, restroom, sign kiosk) frequently during high use periods, and periodically during the remainder of the year.
3. The COUNTY agrees to allow public access to the boat ramp and associated infrastructure in perpetuity.
4. The COUNTY will work with the DEPARTMENT to ensure prior approval of all required state and federal permits and compliance with terms and conditions of said permits during construction of improvements. The COUNTY further agrees to comply with the statutes and regulations of the U.S. Fish and Wildlife Service, Division of Federal Aid.

5. COUNTY will post and maintain a sign on the project property to communicate that Federal Aid in Fish and Wildlife Restoration Program funds were used on the improvements. The Department will provide the sign.

SECTION TWO

Contacts

FOR THE PURPOSE of this agreement the DEPARTMENT and COUNTY have designated the following individuals, as official contacts. Said individuals shall remain the official contacts for the term of this agreement unless altered as evidenced in writing.

DEPARTMENT: Dan Garren, Regional Fisheries Manager
 4279 Commerce Circle
 Idaho Falls, Idaho 83401
 208-525-7290

COUNTY:

SECTION THREE

Term

THIS AGREEMENT shall remain valid and intact from the date of signing unless either party no longer complies with its obligations under Section One of this Agreement. If either party believes that the other is in breach of these obligations it shall provide written notification of such breach, giving ninety (90) days to cure such breach. If the breach has not been cured, or substantial progress towards a cure has not been commenced, the non-breaching party may then notify the breaching party of its intent to terminate said agreement. Notification shall identify a termination date and reference the disposition of any funds and/or projects at issue at the time of termination.

SECTION FOUR

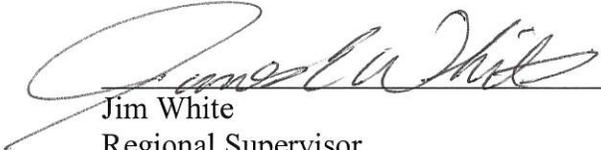
Indemnification and Funding

Both parties are governmental entities and are governed by the Idaho Tort Claims Act. It is the intention of the parties that each will be responsible for their own acts or omissions, and those of their respective employees, officers, agents, and contractors.

Nothing in the Cooperative Agreement shall be construed or interpreted to commit or obligate either party to unlawfully expend funds that have not been appropriated or budgeted.

IN WITNESS THEREIN, the parties have executed this MASTER COOPERATIVE AGREEMENT upon the date following their respective signatures:

Idaho Department of Fish and Game



Jim White
Regional Supervisor

Date Dec 2, 2016

Teton County

Date _____

Chairman, County Commission

Grant Application Proposal

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

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Darryl Johnson Intended Project Manager: Darryl Johnson

Grant Title: 2018 Idaho Parks & Rec Recreational Waterway Improvement Grant

Granting Agency: Idaho Parks & Recreation

Date of Award Decision: Spring 2017

Grant Timeline: Fiscal Year 2018

Dollar Amount of Grant Request: \$17,000

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

There is no local match requirement attached to this program

Other contingencies of grant: None.

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

Brief written overview of grant: Grant is to install a permanent vault toilet at the new Bates Road boat ramp site

Benefit of grant to citizens Teton County: Improve safety and health conditions at the Bates Road boat ramp.

Signed: _____
(Contact Person Listed Above)

Date: _____

Signed: _____
(Responsible Elected Official or Department Head)

Date: _____

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

Signed: _____
(Commissioner)

Date: _____

Grant Application Proposal

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

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Darryl Johnson Intended Project Manager: Darryl Johnson

Grant Title: 2018 Idaho Parks & Rec Recreational Road & Bridge Grant

Granting Agency: Idaho Parks & Recreation

Date of Award Decision: Spring 2017

Grant Timeline: Fiscal Year 2018

Dollar Amount of Grant Request: \$10,000

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

There is no local match requirement attached to this program
however R&B would install signs and traffic control.

Other contingencies of grant: None.

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

Brief written overview of grant: Grant is for signage and traffic control measures
at the Bates Road Boat Ramp. Signs will include both safety and
information signs including kiosk specific to the boat ramp site.
Traffic Control would include installation of boulders to prohibit
illegal parking.

Benefit of grant to citizens Teton County: Improve site safety and provide information
& public awareness at the boat ramp facility.

Signed: _____
(Contact Person Listed Above)

Date: _____

Signed: _____
(Responsible Elected Official or Department Head)

Date: _____

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

Signed: _____
(Commissioner)

Date: _____

Grant Application Proposal

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

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Darryl Johnson Intended Project Manager: Darryl Johnson

Grant Title: 2018 Idaho Parks & Rec Recreation Trails Program

Granting Agency: Idaho Parks & Recreation

Date of Award Decision: Spring 2017

Grant Timeline: Fiscal Year 2018

Dollar Amount of Grant Request: \$17,000

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

There is a 20% match for this fund or \$3,400. Most of which would be "in-kind" through R&B installation.

Other contingencies of grant: None.

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

Brief written overview of grant: Grant is to install a permanent vault toilet at the new Bates Road boat ramp site

Benefit of grant to citizens Teton County: Improve safety and health conditions at the Bates Road boat ramp.

Signed: _____
(Contact Person Listed Above)

Date: _____

Signed: _____
(Responsible Elected Official or Department Head)

Date: _____

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

Signed: _____
(Commissioner)

Date: _____

Grant Application Proposal

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

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Sven Taow Intended Project Manager: Darryl Johnson

Grant Title: 2017 Idaho Parks & Rec Recreational Off Road Motor Veh Fund

Granting Agency: Idaho Parks & Recreation

Date of Award Decision: Spring 2017

Grant Timeline: Fiscal Year 2017

Dollar Amount of Grant Request: \$20,000

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

There is no local match requirement attached to this program

Other contingencies of grant: None.

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

Brief written overview of grant: Grant is to add signage to improve wayfinding to our forest access points in Teton Valley.

Benefit of grant to citizens Teton County: Easier for residents and visitors to find trailheads and other forest access points.

Signed: _____
(Contact Person Listed Above)

Date: _____

Signed: _____
(Responsible Elected Official or Department Head)

Date: _____

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

Signed: _____
(Commissioner)

Date: _____

Grant Application Proposal

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

Department or Board applying for Grant: Engineering and Public Works

Contact Person: Sven Taow Intended Project Manager: Darryl Johnson

Grant Title: 2017 Land and Water Conservation Fund

Granting Agency: National Park Service

Date of Award Decision: Summer 2017

Grant Timeline: Fiscal Year 2018

Dollar Amount of Grant Request: \$40,000

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

50% match, which includes in-kind. Engineering, materials, equip + labor

Other contingencies of grant: must be a park in perpetuity.

Other agencies involved in the grant and their obligations: Fair board. Maintenance of park

Brief written overview of grant: Grant is to add a ball diamond and a Western Themed playground to Lewis Parrish park on the fairgrounds

Benefit of grant to citizens Teton County: Alleviate the need for an addtl. ball field. Create a family-fun opportunity to play on a fun themed playground

Signed: _____
(Contact Person Listed Above)

Date: _____

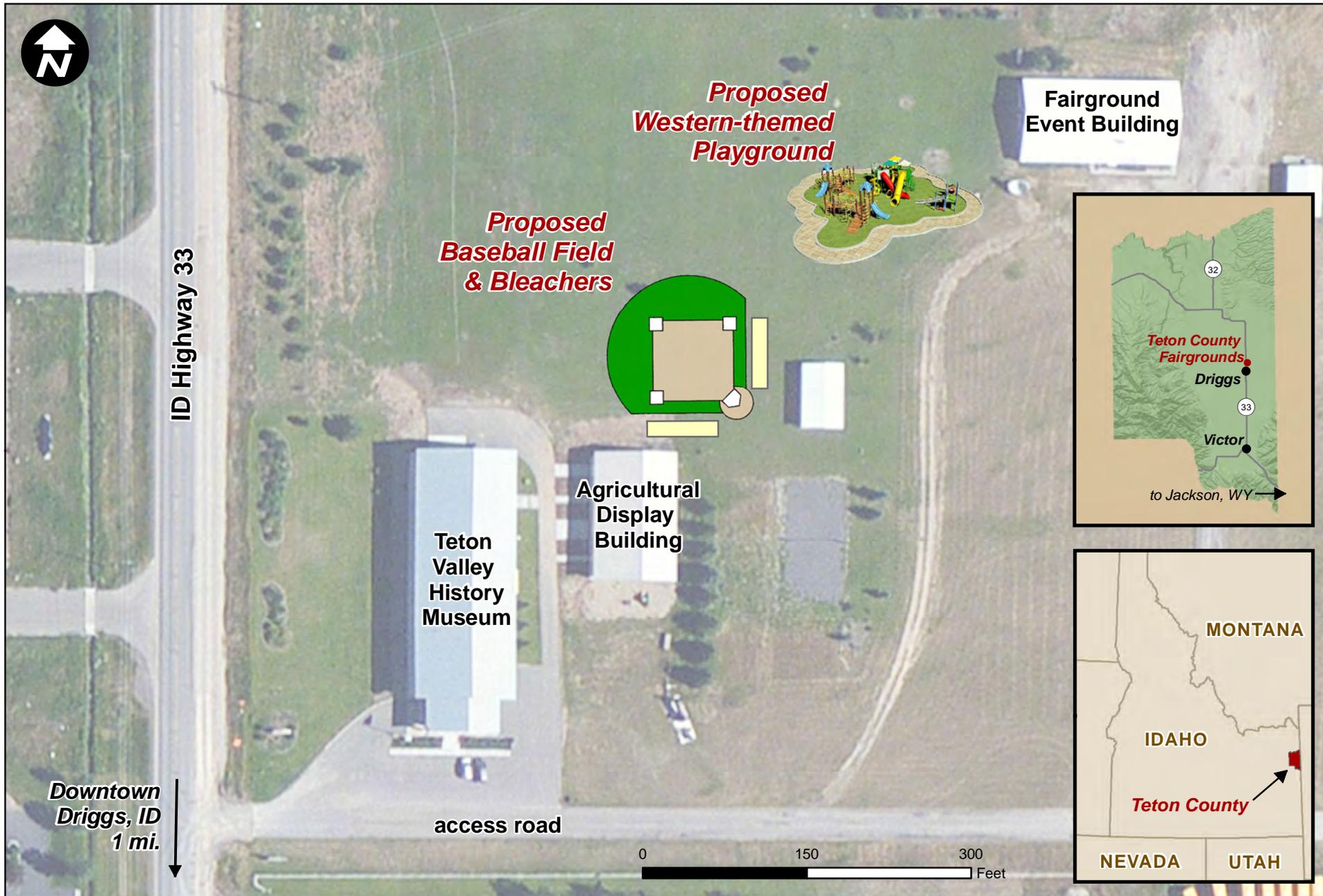
Signed: _____
(Responsible Elected Official or Department Head)

Date: _____

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

Signed: _____
(Commissioner)

Date: _____



2016 Fairgrounds Improvement Proposal

Baseball Diamond and Playground



From: [Tom Davis](#)
To: [Darryl Johnson](#)
Cc: [Jay Millin](#)
Subject: Cabin on Bates Rd
Date: Thursday, December 01, 2016 7:53:47 AM

Darryl, Jay

The following are code violations that should be addressed before the county can rent out the cabin:

- 1) Guard rails along the loft edge and down the stairway.
- 2) A handrail on the stairway.
- 3) A shield behind the unlisted wood stove.
- 4) A cap on the wood stove chimney.
- 5) Exposed wiring inside the house.
- 6) Hangers on the porch rafters where they intersect the house.
- 7) Patch holes in the West gable end where woodpeckers are entering the framing.
- 8) An egress window in the bedroom.
- 9) Battery operated smoke detectors if they are not present.
- 10) A mechanical contractor to start the gas stove and make sure it is working properly.

Existing buildings that predate our Building Dept are not subject to renovations that would bring them into compliance with current building codes; however, the County could be accepting liability if it rents out a house with known code violations that the Building Dept is charged with enforcing.

Regards,
Tom



FROM: Wendy Danielson, Building Manager
TO: Board of County Commissioners
RE: Building Department Update
MEETING DATE: December 12, 2016

The following items are for your review and discussion.

Building Permit Reports: November continued to show strong numbers. Of the 16 permits that were issued, 8 were for new homes. Kartchner Homes (out of Rexburg) had 4 of the new homes which brings them to a total of 9 homes since April 2016. Conversations that I've had with them lead me to believe that they intend to continue building in Teton County and they are already talking about more permits in the spring.

Combined County Wide Building Department: This subject has come up before but I believe that now is a good time to pursue the idea. Some feedback Jason Boal gave me before he left indicates that the cities would be open to the discussion as well. None of the cities (Victor, Driggs, or Teton) have their own building department. Each jurisdiction contracts out their plan reviews and inspections. They have staff from other departments that process & issue building permit applications. I've spoken with Tom Davis and he does have some concerns about how this would actually work, but we are working on them and I'll be contacting each of the cities as well. I hope to bring information and a proposal to the Board after the first of the year.

Use of LTI by Wendy: Due to an illness of one of my family members, I will periodically be taking some time off (most likely 4 days at a time) over the next several months. The first time will be the week between Christmas and New Years (December 27 - 30). I have already discussed this with Janette to make sure it's recorded correctly. I also spoke with Greg Adams about working remotely. With our recent change to Google, this will be very easy to set up so I will still be able to do some work while I'm gone. If you have questions or want more information, I'd prefer to share that in an executive session.



Permit Report

11/01/2016 - 11/30/2016

Permit Number	Permit Date	Permit Type	Owner Name	Work Type	Use Type	Job Description	Total Valuation	Permit Fees	Impact Fees
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Group: Garage/Barn with Foundation

16-1109-162	11/9/2016	Garage/Barn with Found	BOLOVSHAK, PAUL	New	Garage	HOME OFFICE W/ STORAGE AREA	59,560	\$484.79	
							59,560	\$484.79	

Group Total: 1

Group: Manufactured Home/Setting

16-1116-164	11/16/2016	Manufactured Home/Setting	ORTIZ, NEREIDA & JORGE	New	Mobile Home	SETTING - FULL FOUNDATION	89,000	\$250.00	\$2,005.96
16-1109-161	11/9/2016	Manufactured Home/Setting	SHERIDAN, MICHAEL	New	Single Family Dwelling	SETTING PERMIT FOR PRE-BUILT CABIN	80,000	\$250.00	\$2,005.96
16-1101-157	11/1/2016	Manufactured Home/Setting	JIMENEZ, ODILON	New	Mobile Home	SETTING PERMIT - ON PIERS	0	\$150.00	\$2,005.96
							169,000	\$650.00	\$6,017.88

Group Total: 3

Group: Mechanical

16-1129-168	11/30/2016	Mech	JONES, JOYCE	Repair		REPLACE FURNACE	0	\$50.00	
16-1128-166	11/28/2016	Mech	HARBOUR, DAREN	Repair		INSTALL 2 EXHAUST FANS AND 1 FURNACE	0	\$150.00	

16-1104-159	11/4/2016	Mech	JUAREZ, NORBERTO TZOMPA	New		WOOD STOVE INSTAL	0	\$50.00	
							0	\$250.00	

Group Total: 3

Group: Residential

16-1128-167	11/28/2016	Res	TITENSOR, CHET	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	278,751	\$2,084.88	\$2,005.96
16-1110-163	11/10/2016	Res	PETERSEN, RICHARD	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	422,100	\$3,231.33	\$2,005.96
16-1108-160	11/8/2016	Res	MARKEGARD, TRAVIS	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	369,564	\$2,747.82	\$2,005.96
16-1101-158	11/1/2016	Res	JENKINS, PETER	New	Single Family Dwelling	SINGLE FAMILY DWELLING	180,480	\$1,317.50	\$2,005.96
16-1101-156	11/1/2016	Res	KARTCHNER HOMES OF IDAHO INC	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	217,559	\$1,738.18	\$2,005.96
16-1101-155	11/1/2016	Res	KARTCHNER HOMES OF IDAHO INC	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	251,055	\$1,932.70	\$2,005.96

16-1101-154	11/1/2016	Res	KARTCHNER HOMES OF IDAHO INC	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	259,023	\$1,990.87	\$2,005.96
16-1101-153	11/1/2016	Res	KARTCHNER HOMES OF IDAHO INC	New	Single Family Dwelling	SINGLE FAMILY DWELLING W/ ATTACHED GARAGE	217,559	\$1,738.18	\$2,005.96
							2,196,091	\$16,781.46	\$16,047.68

Group Total: 8

Group: Shed/Pole Barn

16-1117-165	11/17/2016	Shed/ Pole Barn	KENNEDY, ROBERT M	New	Barn	POLE BARN W/ LEAN-TO	38,640	\$282.07	
							38,640	\$282.07	

Group Total: 1

							2,463,291	\$18,448.32	\$22,065.56
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Total Records: 16

12/2/2016

Building Department Fiscal Year 2017

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	YTD
Single Family Dwellings	7	11											18
Commercial	0												0
Other Structures	11	2											13
Misc. permits	2	3											5
Total Permits	20	16	0	36									
Re-activation / extension		2											2
Total Impact Fees	\$14,041.72	\$22,065.56											\$36,107.28
Total Permit Fees	\$13,059.50	\$19,488.32											\$32,547.82

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

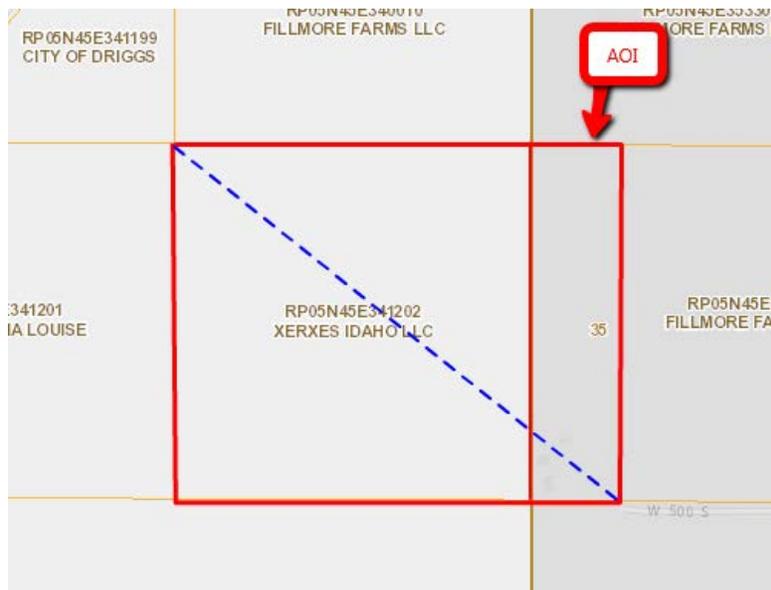
12/6/2016



FROM: Kristin Owen, Contracted Planning Administrator
TO: Board of County Commissioners
RE: Area of Impact Decision
MEETING: December 12, 2016

Area of Impact Process Decision

Teton County has received a request from a property owner to process a Boundary Line Adjustment. The property is partially inside the Driggs Area of Impact (AOI), but the majority of the property is located outside of the AOI (about 40 acres outside, about 10 acres inside AOI). The two properties are outlined in red, and the blue dashed lined represents the proposed adjustment.



Per the Driggs AOI Agreement (7-1-5-A-2), both the County and City Planning Administrators must make a recommendation to their respective Council/Board of County Commissioners to determine the process and applicable Codes to be used. “The recommendation shall consider such factors as the amount of land in each jurisdiction, trade area, geographic factors, possible current or future annexation to the city.”

Because the County’s subdivision ordinance and process applies in the AOI, both Administrators recommend that the project be processed by the County using the County’s subdivision ordinance for Boundary Line Adjustments. Staff further recommends that the Driggs ADR2.5 zoning be used to review setback compliance since the existing structures are located 100% in the AOI.

The Driggs City Council reviewed this request on 12/6/2016 and voted to support staff’s recommendation.

ACTION ITEM – Motion to approve the recommendation from Staff that the Xerxes Boundary Line Adjustment be processed by Teton County in accordance with Teton County’s Subdivision Ordinance and Driggs Zoning Ordinance for the ADR2.5 zone.

From: [Sharon Fox](#)
To: [Holly Wolgamott](#)
Subject: Planning Department Update
Date: Friday, December 09, 2016 2:41:20 PM

I have received two new applications since Kristin left, both of which we had a pre-application meeting with each applicant before she left. They are a One Time Only lot split from Blackfoot Farms/Huntsman Springs and a Boundary Adjustment for a client of Sarah Johnston/Arrowleaf Engineering. Both applicants would like to get an approval as soon as possible. Kristin told both applicants that she would look into the possibility of signing the plat via an Affidavit or possibly appointing a BoCC member as an interim Planning Administrator for signing purposes. Kristin has provided me with step by step written processing instructions for these types of administrative permits so they can continue to be processed by me, but will need an official signature for the plat in order to record. I have three other Boundary Adjustment applications that Kristin has reviewed and I am processing. One of those is also very anxious to get an approval because they need a boundary adjustment to install their septic system.

Regarding subdivision applications, there are several in process working on their preliminary applications but are working on overlay studies and they will take some time. I have only been contacted by one applicant that received preliminary approval and it required a Natural Resource Analysis that he is trying to complete and most likely won't be finished before a new Planning Administrator is hired who would process the Final Plat application.

I was not able to attend the Eclipse meeting on Tuesday because of the need to get documents prepared for the P&Z meeting on 12/13 but I will be attending the meetings going forward. The P&Z Commission are considering an ordinance amendment that relates to temporary uses because we anticipate we will be processing a large number of those next summer for this event so I believe attending the meetings will help with that process when the time comes.

I have been telling the public that we are advertising for a new Planning Administrator with a closing date of 12/9. I would appreciate any type of updates to pass on when available.

Please let me know if there are any other areas you would like to hear about or anything specific you would like me to focus on.

Sharon Fox
Planning Services Assistant
Teton County, Idaho
[208-354-2593 ext. 204](tel:208-354-2593)
sfox@co.teton.id.us



Recreation Coordinator updates:

There are 8 tasks that we have discussed my position should work on or towards. Highlighted in yellow explains what I have done to accomplish these tasks:

1. Develop website/clearing house for information on all local sports and rec programs (including seasons, registration info, website links, program director contacts, etc). Start with team sports (baseball, hockey, basketball, etc.) then move into climbing, mountain biking, skiing, etc.

I am working with a website developer and am building a county recreation website

2. Coordinate with sports and rec organizations to share resources and ideas and take action on issues and problems that the Recreation Coordinator may be able to help solve (e.g. Latino engagement, additional field opportunities, field/gym scheduling, central registration)

Based on feedback from sports non-profits and Doug Self, we have determined that Driggs will focus on a soccer field, and I could apply for a grant for a baseball field. I am currently putting together materials in order to apply for this, pending approval to move forward.

3. Poll community members on sports and rec needs, values, and funding mechanisms.

I am shooting for having a poll or survey conducted in the spring of 2017.

4. Prioritize county owned facility acquisition/improvements such as Victor-Driggs pathway, Teton River access park, shooting range, full-sized soccer field. Research available resources (grants, impact fees, land, etc.), put together project plans and implement the priority projects.

Pending approval of the board, I will work on a Land and Water Conservation Fund grant to add a ball diamond and Western Themed Playground in Lewis-Parish park.

5. Coordinate with local, state, and federal land management agencies and non-profits on public access and trails/pathways improvement projects (including the Trails and Pathways Master Plan, Southern Valley Trails Project and a new boat access south of South Bates), making sure the County has a seat at the table.

I have been speaking with Monica Zimmerman about the new travel plan and about a shooting range out at Harrop's Hill, have been working on the Bates Bridge boat ramp project, have been coordinating with the forest service on future MOU's and helping further the Southern Valley Recreation Project.

6. Communicate a clear message that without a Parks and Rec Department, the county does not plan to run sports programs. It would be the community (NOT the county) that would initiate a Rec District to establish a Parks and Rec Department in order to start running programs and doing more significant facility improvements.

I am forming a recreation steering committee to see where residents of Teton County would like to see youth recreation and the maintenance of our parks move towards and how it can improve.

7. The county may be willing to consider running a sports program as a pilot program if the sports community showed an interest in this - to better understand the systems and costs that would be required for the county to establish a Parks and Rec Department. Running a pilot sports program out of the county would likely have to be BoCC approved.

The two sports TVRA suggested we pilot are in the summer and fall of next year.

8. Work closely with TREC (the new combo organization of Chamber of Commerce, Teton Valley Business Development Center, Geotourism Center) in Sports and Rec Event Planning, Marketing, and Execution (tournaments, races, etc.)

Since their organizational changes I haven't worked with TREC yet. Perhaps I will have something to give them (an additional marketing platform) once our website is up and running



Teton County

Emergency Management & Mosquito Abatement & IT

Department Report 11/9-12/8/2016



Current Projects

In November we were able to complete the Law Enforcement Center's Storage Area Network installation. This will allow us to have enough storage room for our virtual servers in that facility, and allow us to have an offsite backup for the Courthouse servers.

Our new Emergency Management Technician Ronn Carlentine needs a County cell phone with data capability. May I have permission to order him one?

Our 2015 Homeland Security Emergency Management Performance Grant has been amended to give us another \$18,574.86 for a total of \$31,650.81. This is considerably more than we have ever been awarded. Normally we get an additional 2 or 3 thousand dollars at the end of the grant. The reason for the change is that other counties and the State haven't spent all of their grant allocations and we have overmatched our grant. This grant is utilized to pay for my Emergency Management salary and once we get Ronn through a few more online classes we can use the grant funds to pay for his salary as well. I have attached the acceptance document for signature.

On December 5th I was able to attend a supervisor training class in Idaho Falls. It was a great opportunity and it gave me some additional ideas on how to be a better supervisor.

Our project to change the way that the County's phone system connects to Silverstar in order to save money has been delayed while we finished the Google transition. We should have it done within a few more weeks.

We had our first Google trainings on December 7th and had about 10 participants. We will setup additional training classes covering more topics in upcoming months.

Future Projects

The fairboard has requested to join the County network and phone system. They are planning to purchase the wireless links necessary to achieve the connection and the phone and license. How should we handle it? Do we treat them like a County agency?

Future Appointments

12/13 ACCELLA Kick Off Meeting 10:30

1/3 Teton County Response Agency Committee/LEPC Meeting 2:30 to 5 PM



Idaho Office of Emergency Management

2015 Grant Adjustment Notice for Teton County

Date of Award

October 1, 2014

1. Subrecipient Name and Address	2. Prepared by: Quarles, Mary	3. Award Number: 15EMPG081
Teton County 230 N. Main Driggs, ID 83422	4. Federal Grant Information	
	Federal Grant Title:	2015 EMPG
	Federal Grant Award Number/CFDA Number:	EMW-2015-EP-00058 / 97.042
	Federal Granting Agency:	U.S. Department of Homeland Security/FEMA Region X

5. Award Amount and Grant Breakdowns	
Subrecipient Unique Identifier (DUNS): 182020636 Award Amount This Action: \$18,574.86 Subrecipient Match Amount: \$31,650.81 Total Award Amount: \$63,301.62	2015 Emergency Management Performance Grant Performance Period: Oct 1, 2014 through Sep 29, 2016

6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the Emergency Management Performance Grant Program. This is a not a Research & Development Subaward. Subrecipients must give IBHS, DHS and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the Subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certified compliance with requirements detailed above.

7. Indirect Costs: In accordance with 2CFR200, a subrecipient may charge indirect costs to the program through the utilization of a cognizant approved indirect cost rate. Subrecipients that have never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely.

8. Agency Approval	
Approving IOEM Official: Brad Richy Idaho Office of Emergency Management (208) 258-6501	Signature of IOEM Official: <hr/> Date:

9. Subrecipient Acceptance	
I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.	
Print name and title of Authorized Subrecipient official:	Signature of Authorized Subrecipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
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13. DUE DATE: 12/20/2016

Signed award and Direct Deposit Form (if applicable) must be returned to IOEM on or before the above due date.

Fiscal Year 2015: Standard Terms and Conditions

The FY 2015 Standard Terms and Conditions apply to all new Federal financial assistance awards funded after December 26, 2014. When continuation awards are funded with FY2015 funds, the terms and conditions under which the original award was administered will continue to apply.

I. Assurances, Administrative Requirements and Cost Principles

Sub-recipients of DHS federal financial assistance passed through the Idaho Bureaus of Homeland Security (IBHS) must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact IBHS – Recipient if you have any questions.

The administrative, cost principles and audit requirements that apply to DHS awards passed through IBHS to sub-recipients originate from 2 CFR Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. Acknowledgement of Federal Funding from DHS

All sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. Activities Conducted Abroad

All sub-recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. Age Discrimination Act of 1975

All sub-recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. Americans with Disabilities Act of 1990

All sub-recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. Best Practices for Collection and Use of personally identifiable information (PII)

All sub-recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. Title VI of the Civil Rights Act of 1964

All sub-recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

All sub-recipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits sub-recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) – be designed and constructed with certain accessible features (see 24 CFR § 100.201).

IX. Copyright

All sub-recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. Debarment and Suspension

All sub-recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. Drug-Free Workplace Regulations

All sub-recipients must comply with the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

XII. Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. Energy Policy and Conservation Act

All sub-recipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Recipient (IBHS), unless exempt as provided in paragraph d. of this award term, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term). The entity is the Idaho jurisdiction provided a subaward.

2. *Where and when to report.*

i. The recipient must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* The recipient must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this award is \$25,000 or more;

ii. In the preceding fiscal year, the recipient received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

award term: 2. *Where and when to report.* The recipient must report executive total compensation described in paragraph b.1. if this

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Sub-recipient Executives.

1. *Applicability and what to report.* The recipient, unless exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—

i. in the sub-recipient's preceding fiscal year, the sub-recipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *There and when to report.* You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any sub-recipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a sub-recipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

4. *Sub-recipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are

available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and program Fraud Civil Remedies

All sub-recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no sub-recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-4248, item number 17 for additional information and guidance.

XVII. Fly America Act of 1974

All sub-recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act* of 1990, 15 U.S.C. §2225a, all sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All sub-recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that sub-recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, sub-recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients and recipients shall provide guidance to sub-recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All sub-recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the sub-recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-Supplanting Requirement

All sub-recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where Federal statutes for a particular program prohibits supplanting, applicants or sub-recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, sub-recipients are subject to the Bayh-Dole Act, Publ. L. No 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All sub-recipients are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section 401.14.

XXIII. Procurement of Recovered Materials

All sub-recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-Federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All sub-recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All sub-recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All sub-recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All sub-recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of sub-recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

XXVIII. Trafficking Victims Protection Act of 2000

All sub-recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All sub-recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. System of Award Management and Universal Identifier

a. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the sub-recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential sub-recipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

c. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information

required for the conduct of business as a recipient or sub-recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a sub-recipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Sub-recipient* means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXI. USA Patriot Act of 2001

All sub-recipients must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the *USA PATRIOT Act* prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXII. Use of DHS Seal, Logo and Flags

All sub-recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIII. Whistleblower Protection Act

All sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

XXXIV. DHS Specific Acknowledgements and Assurances

All sub-recipients must acknowledge and agree-and require any contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- a. Sub-recipients must cooperate with any compliance review or complaint investigation conducted by DHS or IBHS.
- b. Sub-recipients must give DHS, IBHS and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- c. Sub-recipients must submit timely, complete, and accurate reports to the appropriate IBHS officials and maintain appropriate backup documentation to support the reports.
- d. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- e. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the sub-recipient, or the sub-recipient settles a

case or matter alleging such discrimination, sub-recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligationsXXXV. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XXXVI. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Teton County Ambulance Service District Minutes: November 28, 2016

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

AGENDA

1. Approve Available Minutes
2. Medical Director update
3. Fire/ASD Agreement for Services

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel, Kelly Park

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

FIRE DISTRICT PERSONNEL PRESENT: None (*Commissioner Riegel said she will attend the Fire District's December 5 during which the Medical Director and ASD contract will be discussed.*)

TETON VALLY HEALTH CARE PERSONNEL PRESENT: CFO Wesley White, Director Robert Whipple, MD

Chairman Leake called the meeting to order at 1:00 pm.

● **MOTION.** Commissioner Park made a motion to approve the November 14 minutes as written. Motion seconded by Commissioner Riegel and carried unanimously.

MEDICAL DIRECTOR UPDATE. Commissioner Riegel said the Fire District is negotiating with Dr. Edwin Wells to become their sole Medical Director. He is a member of the physicians group providing emergency room services at Teton Valley Hospital, but does not personally work at the hospital. Dr. Whipple and Mr. White said it would be best to have a Medical Director who works at the hospital in order to help build teams and oversee the quality of care. Commissioner Riegel agrees, but thinks the Fire District's new EMS Committee will also play an important role.

FIRE/ASD AGREEMENT. The Board briefly discussed the draft document prepared by Prosecutor Spitzer. She expects the Fire District to request several changes after their December 5 meeting.

HOSPITAL RADIOS. The hospital has two radios for emergency use. The Sheriff and Fire District control specific frequencies/work groups on those radios. Mr. White described the Fire District's recent attempt to restrict the hospital's ability to utilize these frequencies. He said hospital staff must be able to listen to the radio communications in order to assist with patient care.

Commissioner Riegel was aware of the situation and shared an email which explained that Federal laws require non-governmental entities to obtain a sponsor and enter into a formal agreement before they can utilize specific frequencies. Apparently this was not an issue until the hospital both ceased being a County owned entity and ceased contracting with the ASD. The Board will ask the County's Emergency Management Coordinator to contact Mr. White to clarify and resolve the situation so that the hospital can use the frequencies they need.

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

Bill Leake, Chairman

ATTEST: _____
County Clerk or Deputy

AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement (the “Agreement”) is entered into by and between Teton County Ambulance Service District (the “Ambulance District”) and the Teton County Fire Protection District (the “Fire District”).

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

1. The Fire District 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 may provide ambulance services to citizens in the adjoining Wyoming lands on the west side of the Tetons, subject to agreement between Teton County, Wyoming Board of County Commissioners and the Fire District.
2. The Fire District shall provide at least one licensed Medical Doctor to serve as Medical Director for ambulance service.
3. The Fire District 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 the City of Victor and one in the City of Driggs.
4. All expenses of operating and providing EMS and ambulance services will be covered by, and shall be the responsibility of, the Fire District. These expenses include, but are not limited to, the regular maintenance, repair and upkeep of all ambulances, property and equipment utilized by the Fire District, and the purchase of fuel for the ambulances.
5. The Fire District shall be responsible for billing and collecting fees for all EMS services. The Fire District is permitted to bill and collect fees from any users or customers of the EMS and ambulance services in accordance with all relevant law. The Fire District is entitled to retain all receipts from third parties (including payments made by Medicaid, Medicare, their insurance companies or any other third parties). Additionally, the Fire District is entitled to all receipts of any payments made by Teton County Wyoming or the State of Wyoming or any party making payments for the provision of ambulatory and EMS services in the State of Wyoming.
6. The Fire District 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. All ambulances and equipment will be supplied with 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.
7. The Fire District’s medical liability, including HIPAA coverage, shall extend to and cover all ambulance services and staff at the Fire District. Any agencies that the Fire District contracts with will also be covered by the same or similar medical liability insurance. The Fire District shall be responsible for obtaining or otherwise providing property, casualty and liability insurance coverage for the ambulances, other vehicles, property and equipment once such property is deeded to the Fire Protection District. The Ambulance District will maintain insurance for all property owned by it or titled in its name.

8. The Fire District shall establish an Emergency Services Advisory Committee. The Fire District will seek to have representatives from local government entities, relevant agencies, TVHC, and citizen representatives from both Teton County, Idaho and Alta, Wyoming. The Emergency Services Advisory Committee shall be established within six (6) months of execution of this Agreement and shall meet quarterly or as otherwise needed.

SECTION TWO: Obligation of Teton County Ambulance Service District.

1. The Ambulance District will allow the Fire District to use all personal property, vehicles, equipment, and supplies owned by the Ambulance District and related to ambulance care and operation. Ambulance District shall allow the Fire District to use, care, repair and maintain all the ambulances owned by the Ambulance Service District as provided herein.
2. The Ambulance District will maintain insurance for all property owned by it or titled in its name.
3. The Ambulance District will pay 25% of the total annual (fiscal year) costs of Teton County Dispatch services.
4. No later than October 1, 2017, the Ambulance District shall transfer title to all personal property, equipment, supplies, ambulances and vehicles currently owned by the Ambulance District to the Teton County Fire Protection District.

SECTION THREE: Adherence to Applicable Laws, Regulations and Standards.

The Fire District shall comply with all laws, ordinances, codes and regulations of federal, state and local governments that are applicable to the performance of this Agreement. Throughout the term of this Agreement, the Fire District agrees to abide by all applicable laws, regulations and standards necessary to maintain appropriate licensure and accreditation. The Fire District shall comply with all laws, ordinances, codes and regulations of federal, state and local governments that are applicable to the performance of this Agreement, including but not limited to those necessary to maintain appropriate licensure and accreditation, 42 U.S.C. §1320a-7b(b) (commonly known as the federal health care program anti-kickback statute), and 42 U.S.C. §1395nn (commonly known as the Stark law), the Emergency Medical Treatment and Labor Act (EMTALA) and any other federal or state law provision governing fraud and abuse or self- referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein. In addition the parties agree to abide by Idaho statues governing the operation of ambulance and EMS facilities, including those promulgated for the Idaho Time Sensitive Emergency System and Trauma Registry (established by Idaho Code §57-2003).

SECTION FOUR: Excluded Provider Representation and Warranty.

The Fire District represents and warrants that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320A-7B-(f) (the "federal health care programs"), and (ii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement. The Fire

District shall immediately notify the Ambulance district of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section by a party shall give the other party the right to terminate this Agreement immediately for cause.

SECTION FIVE: HIPAA and HITECH.

To the extent applicable to this Agreement, Fire District agrees to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § I 320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements." Each party agrees to enter into any further agreements, including but not limited to business associate agreements, as necessary to facilitate compliance with Confidentiality Requirements.

SECTION SIX: Term of Agreement and Notices

1. This Agreement shall be effective commencing October 1, 2016 and continuing for a period of three years unless terminated by the mutual agreement of the parties, or as otherwise provided herein.
2. Termination for Cause.
 - a. 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, the Fire District 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.
 - b. 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 the Fire District become decertified by the State of Idaho, Department of Health and Welfare, this agreement would terminate immediately. The Fire District will assist the Ambulance District in all ways possible in securing ambulance service to fulfill their commitment to the community.
3. This Agreement may be terminated without cause by either party by providing written notice to the other party one-hundred eighty (180) days in advance of the termination. If all parties agree in writing this Agreement may be terminated at any time.
4. Upon Termination of this Agreement, whether for cause or not, the Fire District shall preserve for six (6) years, or the amount of time as required by law, 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.).
5. 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 Ambulance District:
Governing Board, Teton County Ambulance District
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

If to the Fire District:
Attention: Fire Chief
P.O. Box 474
Driggs, ID 83422

SECTION SEVEN: Indemnification

The Fire District agrees to 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 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:

Bill Leake, Chairman, Teton County Ambulance Service District

Date: _____

Jason Letham, Chairman, Teton County Fire Protection District Commissioners

Date: _____



**TETON VALLEY
HEALTH CARE**

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

November 21, 2016

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

RE: Lessee Report to Lessor: Calendar 2016, Quarter 3

Dear 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:

"Lessee shall provide a quarterly standard financial report that includes income statement, balance sheet and cash flow statement. Lessee shall also annually provide a fixed capital asset list and an audited financial report."

Attached is the Income Statement, Balance Sheet and Statement of Cash Flows for Calendar 2016, Quarter 3 as compared to the same quarter in the prior year.

The fixed capital asset list and the audited financial report will be presented annually after the audited financial report is completed and presented to the Board of Directors. The audited financial report is normally completed in January of each year for the fiscal year ending the preceding September.

Balance Sheet Comments:

Total Assets of \$11,485,012 increased slightly by \$160,388 compared to the same quarter in the prior year.

Statement of Cash Flows Comments:

Cash increased \$179,028 compared to the same quarter in the prior year.

Statement of Revenues & Expenses (Income Statement) Comments:

Gross Patient Revenue was \$5,419,357 and \$38,894 less for calendar 2016, Quarter 3 than in the same quarter in 2015. Clinic Revenue was 2% higher, Inpatient Revenue was 32% lower, and Outpatient Revenue was 8% higher compared to the same quarter in 2015. The decreased Inpatient utilization and revenue is consistent with national utilization trends. Net Patient Revenue of \$4,143,799 was reduced

approximately \$38,000 from EMS patient charges not generated in August and September and Total Net Revenue of \$48,534 was reduced \$85,481 from the ASD contract cancellation.

Operating Expenses were \$3,994,793 and \$145,870 and 4% higher for Calendar 2016 Quarter 3 than in the same quarter in 2015. Operating Expenses were reduced approximately \$50,000 from the termination of EMS department services on August 1, 2016.

The Operating Income was \$197,520 and 53% lower for calendar 2016, Quarter 3 than in the same quarter in 2015.

Lease Agreement: Article 4; Section 4.15, Lessee's Capital Improvement Plan:

"Lessee's investment in the Hospital and Operating Assets must be greater than or equal to the depreciation of the same. Performance of this covenant shall be measured based on a three year running average."

The Capital Improvement Plan compliance test results will be calculated after the audited financial report is completed and presented to the Board of Directors. The audited financial report is normally completed in January of each year for the fiscal year ending the preceding September.

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 3
TETON VALLEY HEALTH CARE, INC. FY 2016, QUARTER 4
September 30, September 30,

ASSETS	2016	2015	YoY Change
Current Assets			
Cash & Cash Equivalents	2,982,108	2,829,524	152,584
Restricted Cash	955,285	935,430	19,855
ST Investments 1 Yr TCD	1,181,369	1,174,780	6,589
Receivables			
Patient Receivables, Net of Estimated Reserves	2,325,354	2,339,571	(14,217)
Estimated Third-Party Payor Settlements	95,000	175,000	(80,000)
Other Receivable/Unrestricted Tax Levy	286,643	125,656	160,987
Capital Tax Levy	5,403	6,025	(622)
Supplies Inventory	771,701	764,527	7,174
Prepaid Expenses	201,176	112,253	88,923
Total Current Assets	8,804,039	8,462,766	341,273
Noncurrent Assets			
Capital Contribution	0	0	0
Deferred Financing Costs	0	0	0
Capital Assets, Net	2,493,984	2,496,427	(2,443)
LT Investment 2- 5 Yr TCD's	186,989	365,431	(178,442)
Total Noncurrent Assets	2,680,973	2,861,858	(180,885)
Total Assets	11,485,012	11,324,624	160,388
LIABILITIES AND NET ASSETS			
Current Liabilities			
Accounts Payable & Accrued Expenses	424,573	512,948	(88,375)
Accrued Salaries & Benefits	1,062,529	975,489	87,040
Accrued Interest Payable	38	76	(38)
Estimated Third-Party Payor Settlements	0	27,000	(27,000)
Deferred Tax Levy Revenue	0	0	0
Current Maturities Bond	0	0	0
Current Maturities of Capital Lease Obligations	13,250	12,804	446
Total current Liabilities	1,500,390	1,528,317	(27,927)
Noncurrent Liabilities			
Note Payable	225,763	401,162	(175,399)
Long-term Debt Less Current Maturities.	0	0	0
Capital Lease Obligations Less Current Maturities	0	13,250	(13,250)
Net Pension Obligation	0	0	0
Total Noncurrent Liabilities	225,763	414,412	(188,649)
Net assets			
Invested in capital assets, net of related debt	1,708,995	1,719,020	(10,025)
Unrestricted	0	0	0
Restricted for capital acquisition	960,688	941,455	19,233
Unrestricted	7,089,176	6,721,420	367,756
Total Net Assets	9,758,859	9,381,895	376,964
Total Liabilities and Net Assets	11,485,012	11,324,624	160,388
Current Ratio:	5.9	5.5	0.3

TETON VALLEY HEALTH CARE, INC.
STATEMENT OF CASH FLOWS
CALENDAR 2016, QUARTER 3
TETON VALLEY HEALTH CARE, INC. FY 2016, QUARTER 4

Change in Net Assets	376,964
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)	(66,770)
Changes in Capital Levy Receivable	622
Changes in Inventory	(7,174)
Changes in Prepaid Expenses	(88,923)
Changes in Accounts Payable & Accrued Expenses	(88,375)
Changes in Accrued Salaries & Benefits	87,040
Changes in Interest Payable	(38)
Changes in Third-Party Payor Liability	(27,000)
Changes in Deferred Tax Levy	
Changes in net pension	446
Changes in Current Debt	
Net cash inflow from Operating Activities	370,436
Cash flow from Capital & Investing Activities:	
Capital Expenditures	(558,165)
Change in Capital Contributions	0
Change in Investments (short & long term)	178,442
Deferred financing costs	0
Net cash outflow from Investing Activities	(379,723)
Cash flow from Financing Activities	
Principal paid on Note Payable	(188,649)
Net cash outflow from Financing Activities	(188,649)
Net Increase (decrease) in cash during period	179,028
Cash Balance start of period (unrestricted and restricted) September 30, 2015	4,939,734
Cash Balance end of period (unrestricted and restricted) September 30, 2016	5,118,762
Net Increase (decrease) in cash during period	179,028

TETON VALLEY HEALTH CARE, INC.
STATEMENT OF REVENUES & EXPENSES
CALENDAR 2016, QUARTER 3
TETON VALLEY HEALTH CARE, INC. FY 2016, QUARTER 4
July 1, 2016 - September 30, 2016

	Calendar Quarter 3 2016 Actual	Calendar Quarter 3 2015 Actual	Calendar Quarter 2 YoY Change
Patient Revenue:			
Clinic Revenue	1,079,824	1,058,421	21,403
In-Patient Revenue	691,768	1,020,391	(328,623)
Out-Patient Revenue	3,647,765	3,379,439	268,326
Gross Patient Revenue	5,419,357	5,458,251	(38,894)
Deductions from Revenue:			
Contractual Allowances	947,662	1,087,910	140,248
Charity Care	1,416	21,173	19,757
Bad Debt	326,500	214,076	(112,424)
Total Deductions from Revenue	1,275,578	1,323,159	47,581
Net Patient Revenue	4,143,779	4,135,092	8,687
Other Revenue	9,767	8,556	1,211
Day care Revenue	0	0	0
Teton County Ambulance District contract	38,767	124,248	(85,481)
	48,534	132,804	(84,270)
Total Net Revenue	4,192,313	4,267,896	(75,583)
Operating Expenses			
Salaries	2,094,811	2,131,121	36,310
Benefits	193,863	192,870	(993)
Supplies/Minor Equipment	577,350	507,999	(69,351)
Contracted Services	469,844	405,563	(64,281)
Physician Services	146,811	128,863	(17,948)
Utilities & Telephone	36,244	53,040	16,796
Maintenance & Repairs	72,681	72,228	(453)
Insurance	18,009	33,719	15,710
Depreciation & Amortization	124,242	139,106	14,864
Other Expense	260,938	184,414	(76,524)
Total Expenses	3,994,793	3,848,923	(145,870)
Operating Income	197,520	418,973	(221,453)
Non Operating Revenue & Expense			
Interest income	9,524	7,679	1,845
Interest Expense	(1,952)	(4,184)	2,232
Grants/Noncapital Contributions from TVHF	10,702	6,095	4,607
Grants/Noncapital Contribution to TVHC	2,101	10,000	(7,899)
Teton County Tax Levy	0	2,733	(2,733)
License HH	0	0	0
Gain (loss) disposal of capital assets	6,229	0	6,229
Total Non Operating Income	26,604	22,323	4,281
Excess of Revenue over Expenses	224,124	441,296	(217,172)
Grants/Capital Grants from TVHF	287,500	5,623	281,877
Grants/Capital Contributions to TVHC	0	0	0
Change in Net Asset or Net Income(Loss)	511,624	446,919	64,705
Excess Revenue over Expense Margin	5.3%	10.3%	
Change in Net Asset Margin	12.2%	10.5%	

Teton County Idaho Commissioners' Special Meeting
Wednesday November 23, 2016 – 10:00 am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

10:00 **Meeting Called to Order** – Bill Leake, Chair

Department Business

1. Planning Administrator Resignation and Path Forward
2. Planning and Zoning Commission Chair Resignation

ADJOURNMENT

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

DEPARTMENT BUSINESS

1. Planning Administrator Resignation and Path Forward

Ms. Owen requested her last day to be December, 1, 2016 but agreed to help with meetings in December and with Planning Assistant Sharon Fox. Commissioner Riegel agreed that Ms. Owen's services are needed through December and that the County should pay her on an hourly basis.

Commissioner Park asked for clarification on what Ms. Fox can do in the interim with applications. Ms. Owen explained that according to the code, approval of applications must be done by the Planning Administrator. She said that Ms. Fox could simply accept applications and let the public know that there will be a delay in approving them until a new administrator is on board.

Commissioner Park asked if they could appoint the chairman of the Board as the Planning Administrator in the interim. Commissioner Riegel indicated that if Ms. Owen is willing to work on an hourly basis during December, that would not be necessary unless the position remained vacant for a long period of time. The Board agreed to begin advertising for the position immediately with a closing date of December 9th. Depending on the success of the recruitment, the Board agreed they could extend the deadline as needed.

Valley Advocates of Responsible Development (VARD) Executive Director Shawn Hill felt that the Board needed to give more time to attract the best applicants. He suggested accepting applications for at least a month. He also suggested creating a joint Planning Department with the City of Victor, the City of Driggs, and Teton County. He expressed that planners in the area all agree that it could be beneficial considering there are currently six government planners in a county of only 10,000 people. Minimally, he suggested doing a joint recruitment with City of Victor which could demonstrate an effort to fix the high turnover problem in the Planning Department. Finally, he stressed that they need to find someone who has been a planner elsewhere that has demonstrated experience making clear directives to the board based on community values, wants, and needs.

Commissioner Elect Mark Ricks stated that he is open to the idea of a joint effort between the cities and County. He stated that the entire county has been split for the past 5-7 years due to lack of understanding. Ms. Owen stated that if that issue is not addressed, no one will ever stay in the administrator position. She stated that they have to get the community involved and over the fear of planning efforts.

Ms. Owen also commented that all planners in Teton County meet frequently and having a joint planning department could potentially work if all land use codes and comprehensive plans worked together between the county and all three cities. They could effectively share resources and hire planners for specific tasks and not overall planning efforts.

Commissioner Elect Harley Wilcox stated that the position should be filled with a politically neutral applicant. He also felt that they should keep the minimum requirements low to attract experienced individuals. He felt that they need to find the right person to bridge the community together.

County Executive Assistant reviewed the minimum qualifications as defined by the current Planning Administrator job description. The group agreed the minimum qualifications were broad enough to attract a wide variety of applicants.

Chairman Leake commented that they needed a team approach to completing the land use code due to its complexity. Commissioner Riegel concurred stating that it is a community effort. She stated that the Planning and Zoning Commission (PZC) felt that they could complete the code effectively because of their diversity. However, the process created a lot of conflict in the community and hiring an administrator with the same plan is not going to work.

Commissioner Riegel explained that they are currently short two planners. She questioned if they should proceed with hiring the Senior Planner or wait until the Administrator position was filled. Ms. Owen stated that the Senior Planner position had been offered however, the applicant countered requesting to be hired at 91% of the market rate. Ms. Owen felt that they should wait to actually fill that position after a Planning Administrator is hired.

Ms. Wolgamott stated that she would advertise immediately and would contact previous applicants about the open position.

2. Planning and Zoning Commission Chair Resignation

The Board discussed the resignation of Dave Hansel. Ms. Wolgamott explained that she still has the applications of three people interested in joining the commission. Commissioner Riegel stated that they had to decide if they would like to continue with a nine-member board or reduce it back down to seven members. Ms. Wolgamott stated that she would add it to the agenda for the next BOCC meeting on December 12th.

3. Ms. Owen presented a detailed list of outstanding items she felt the Board needed to be aware of in the Planning Department in her absence.
 - a. Senior Planner Position: The Board decided to hold off on hiring that position for the time being.
 - b. Draft Code: The PZC requested the draft land use code be red lined for their review and to share with the public. Ms. Owen felt it did not make sense to hire someone to do it without supervision. She recommended that once the new BOCC was in office they should take a step back and look at the issues reflected by public comment. She felt that a 3rd party was needed to review the draft land use code to see that everything is being addressed which could help alleviate fear in the community. The BoCC agreed that the incoming board could work on next steps of the draft land use code and a plan going forward.

The BoCC also agreed that a red-line version of the code was not needed at this time but that it should be put on the agenda for the next PZC meeting. The BOCC agreed to meet with the PZC in a work session on the 13th at 5:30 pm.

- c. Regular Board Meetings and Eclipse Meetings: Ms. Owen stated that Ms. Fox does not feel comfortable participating in these meetings however, she can help as the BOCC needs her. After some discussion, the Board agreed to have Ms. Wolgamott present updates on Ms. Fox's behalf at regular BoCC meetings.
- d. New Applications: Ms. Owen suggested that Ms. Fox accept applications and start to review them with Public Works Director Darryl Johnson's assistance. She stated that they could take notes and have them ready for the new Planning Administrator to approve once hired. Ms. Owen felt that they should not accept money for applications until the new Planning Administrator was on board. Finally, Ms. Owen suggested that they come up with specific responses for Ms. Fox to tell the public during this interim period. The Board agreed that if people are upset about the interim situation in the Planning Department that they should be referred to Ms. Wolgamott.
- e. Property Inquiries: Ms. Owen explained that they have not received many but that Ms. Fox could approve those they do receive.

- f. Current Application Status: Ms. Owen stated that she would make a list of all applications and provide that to the BoCC by their next meeting.
 - g. Code Enforcement: The Code Enforcement Officer position was approved to be hired in January however the job description might need to be revised. Commissioner Riegel and Ms. Wolgamott agreed to review the job description. Ms. Owen stated that in the interim, Ms. Fox can organize the list of violations into a database to have ready for the new Planning Administrator.
 - h. Recreation: Ms. Owen stated that Recreation Coordinator Sven Taow will need a supervisor after her departure. Commissioner Riegel agreed to fill that role. The Board requested that Mr. Taow present a report of the current status of his position to the BoCC in December.
 - i. Timesheets and Claims: Holly agreed to sign off on timesheets and claims for the Planning Department until a new Planning Administrator was hired. She also agreed to allow Planning staff to use her County credit card as needed for purchases.
 - j. Desk for Planning Services Assistant: Ms. Owen explained that Ms. Fox needs a new desk and that they have \$400 budgeted for it. Of the desks they found, she would need a little more money to cover the cost. The Board agreed that the desk should be purchased and coded as office supplies even if it is more than what was budgeted.
 - k. Planning Services Assistant Position: Ms. Owen praised Ms. Fox's work and explained that she is a true asset for the County. She stated that Ms. Fox is concerned about her position and hoped that she would be able to continue in her current capacity. Ms. Owen explained that Ms. Fox currently works from 8:30 – 5:30 and takes a lunch break from 12:00 – 1:00. She hoped this schedule could continue.
 - l. Records Maintenance in Planning Department: Ms. Owen explained that Ms. Fox will be working on identifying what records have met their retention and would take a list of those records needing to be destroyed to the Board for approval.
 - m. Driggs Area of Impact: Ms. Owen explained that the City of Driggs is interested in moving forward with this and that a letter to the Board is expected before their next meeting.
- **MOTION**. Commissioner Riegel moved to adjourn at 12:56 seconded by Chairman Leake and carried.

Bill Leake, Commissioner

ATTEST _____

Mary Lou Hansen, Clerk

Board of Teton County Commissioners

MINUTES: November 28, 2016

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

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

PUBLIC WORKS – Darryl Johnson

1. Solid Waste
 - a. Teton Valley Community Recycling Report
 - b. Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County
2. Road & Bridge
 - a. Update on Current Projects
3. Engineering
 - a. Gravel Pit SH33
 - b. Darby Creek Box Culvert Project
 - c. Idaho Department of Parks and Recreation Grant Applications
 - d. Packsaddle Road Vacation
4. Facilities
 - a. Bates River Property Cabin

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

10:00 DOG CONTROL ORDINANCE – Ralph Mossman

10:30 2017 ECLIPSE PLANNING AND FUNDING

PLANNING – Kristin Owen

1. Insignificant Plat Amendment – Alta Vista for Jerrold and Laura Clinton
2. Driggs Area of Impact Update

CLERK

1. Insurance Renewal Decision

12:00 ELECTED OFFICIAL & DEPT HEAD MEETING

1:00 AMBULANCE SERVICE DISTRICT

1. Approval of Available Minutes
2. Medical Director Update
3. ASD and Fire District Contract

TETON VALLEY HEALTH CARE

1. Quarterly Financial Report

2:30 FAIRBOARD – Patty Peterson

1. Approval to Hire Groundskeeper

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

1. Approve Available Minutes
2. Other Business
 - a. Certificates of Residency
 - b. Disposition in Accordance with IC 31-829
 - c. Approval of Housing Authority Resolution
 - d. Catastrophic Health Care Cost Program Nomination
 - e. Executive Assistant Report
 - f. Beer & Wine licenses, if any
3. Committee Reports
4. Claims
5. Executive Session as needed per IC74-206(1)

ADJOURNMENT

Upcoming Meetings

December 12 9:00 am Regular BoCC Meeting

December 27 9:00 am Regular BoCC Meeting

January 23 9:00 am Regular BoCC Meeting

December 27 9:00 am Continued Public Hearing Pack Saddle Road

January 9 9:00 am Regular BoCC Meeting

February 13 9:00 am Regular BoCC Meeting

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

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

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

PUBLIC WORKS

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

Jeanette Boner, Executive Director of Teton Valley Community Recycling, said her organization has received two grants totaling \$5,000 in order to sponsor a Household Hazardous Waste collection event next spring. They have also submitted grant requests to obtain funding to purchase biodegradable medical bags (to allow for the safe disposal of medicines) and to purchase a tire rim remover (so metal rims can be recycled).

The Board discussed RAD's request to increase several of their waste and recycle collection fees; the overall average rate adjustment is 2.41% (Attachment #2). Mr. Johnson said fee increases can only be requested once per year and must be approved by the Board. Dave Hudasco of RAD explained that rates will increase for only a few service categories. He said the proposed \$2.75 per month fee to receive monthly paper invoices can be avoided by receiving quarterly paper invoices or emailed invoices.

● **MOTION.** Commissioner Riegel made a motion to approve the rate adjustments for waste and recycle hauling as presented by RAD. Motion seconded by Commissioner Park and carried unanimously.

GRAVEL PIT RECLAMATION. The Board decided that Mr. Johnson should facilitate a phone conference between Chairman Leake and Idaho Department of Lands employee Gary Billman, and his supervisor, to discuss the situation while Prosecutor Spitzer discusses the situation with the IDL attorney at the Attorney General's office. The Board authorized Mr. Johnson to proceed with the hauling of material from the State's Felt pit to the State Pit on Highway 33 as described in his memo.

IDAHO DEPARTMENT OF PARKS & RECREATION GRANT APPLICATIONS are due January 27. The Board reviewed a list of potential projects and asked Mr. Johnson to prioritize grants for improvements at the new Bates River Park. He will have specific proposals ready for the Board's next meeting.

PACKSADDLE ROAD VACATION. Mr. Johnson said there had been no progress in resolving the outstanding access issues. The Board asked Mr. Johnson to obtain a formal appraisal of the ½ acre parcel currently offered for sale at \$50,000 since that information might be helpful in the negotiations. Commissioner Riegel expressed frustration with the process since the applicant told the County over one year ago that all access issues had been resolved. Chairman Leake will discuss the matter directly with the applicant.

BATES RIVER PROPERTY CABIN. The Cabin has been winterized and a draft rental lease prepared. Mr. Johnson said three County employees are interested in renting the cabin, but that the long term future of the structure will not be known until a site plan is developed for the property. Since a six-month lease would not provide much security for an employee, the Board decided not to rent the cabin at this time

OPEN MIC

No one present wished to speak.

DOG CONTROL ORDINANCE

Former Driggs City Councilman Ralph Mossman was present to ask the County to adopt an updated animal control ordinance. He chaired a committee for several years that aimed to improve the level of animal control enforcement throughout the County. Mr. Mossman said Sheriff Liford told the committee that enforcement could improve if all three cities, and the County, adopted uniform animal control ordinances and changed their fee structure so the fee for dogs-at-large would be a civil fine, similar to a parking ticket, rather than an infraction, which incurs court costs. Mr. Mossman said all three cities had finally adopted a uniform ordinance and asked the County to do the

same. Prosecutor Spitzer said state statute did not allow the County to replace the dog-at-large infraction with a civil fine. She will make several changes to the proposed standardized ordinance for the Board to consider December 14.

ECLIPSE 2017 PLANNING

The Board reviewed information prepared by volunteer Alan Allred, a retired crisis planner for a Fortune 500 company, who has been serving as the volunteer chairman of the ad hoc eclipse planning committee for several months (Attachment #3). He has been working about 20 hours per week. Chairman Leake asked if the County would be willing to help fund a paid position in order to be properly prepared for the event next summer. He believes a personnel budget of about \$30,000 is needed.

Mr. Allred said no one knows how many visitors will be in the Valley for the eclipse on August 21. However, the line of totality lies between 4000 and 5000 South so there may be 40,000 extra people in the valley for the event. He described the potential difficulties of providing lodging, food, gas and bathroom facilities for such a large number of people, in addition to traffic control, law enforcement and emergency medical care. Mr. Allred said Jackson Hole, Rexburg and Idaho Falls will also be heavily impacted by the event so cannot help provide resources. The committee has discussed creating a reproducible plan that could be used for future events that the County might want to sponsor.

Commissioner Riegel said the focus should be on what needs to happen to manage the August event. She asked Mr. Allred and the committee to provide a more specific funding request that includes all event costs, not just personnel needs. She also asked if the County could generate money from the event in order to help offset the expenses.

Mr. Allred said preparations would be simplified by providing a single large venue for viewing. That would allow the consolidation of hydration, law enforcement and sanitation services.

ELECTED OFFICIAL & DEPARTMENT HEAD MEETING

Five elected officials (Commissioners Leake, Park and Riegel, Clerk Mary Lou Hansen, Prosecutor Kathy Spitzer) and six department heads (Jenifer Van Meeteren-Shaum, Kristin Owen, Rob Marin, Holly Wolgamott, Darryl Johnson, Wendy Danielson) discussed issues of mutual concern.

AMBULANCE SERVICE DISTRICT

● **MOTION.** At 12:59 pm Commissioner Riegel made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Park and carried. (See Attachment #4 for the Draft Ambulance Service District minutes.)

The Board of County Commissioners meeting resumed at 2:00 pm.

PLANNING

Administrator Kristin Owen reviewed her bi-monthly update (Attachment #5). The Board discussed the Insignificant Plat Amendment request to consolidate two lots within the Alta Vista subdivision into a single lot.

● **MOTION.** Commissioner Park made a motion to approve the Alta Vista Insignificant Plat Amendment as requested by Jerrold and Laura Clinton. Motion seconded by Commissioner Riegel and carried unanimously.

Since Ms. Owen's last day of work will be December 1, the Board made the following decisions:

- Postpone hiring a Senior Planner until after a new Planning Administrator is on board;
- Have Ms. Owen prepare a list of applications currently being processed;
- Pay Ms. Owen as a sub-contractor so she can (1) answer questions for the Land Use Assistant; (2) participate in the December 13 meeting via telephone; and (3) prepare documents for the December 27 meeting. She will be paid \$50 per hour, or her current rate, plus the value of all her benefits, whichever is greater.

CLERK

The Board reviewed Clerk Hansen's spreadsheet summarizing the final 2017 Regence renewal rates for employee insurance (Attachment #6). She said the amount paid for the deductible buy down was arbitrarily adjusted so that the employee's share of the premiums would increase by only 3%, regardless of their dependent status. Since the 2017 policy has a \$6,000 deductible rather than a \$5,000 deductible, the balance in the buy down account may decrease during the coming year, but that will depend entirely upon the health experiences of covered employees and dependents.

Later in the meeting, the Board discussed the County's mandatory wellness testing program with American Insurance agent Travis Argyle. He explained that new age restrictions and other requirements would cause some employees to be billed for their wellness tests, rather than having all tests covered by Regence. Therefore, Mr. Argyle recommends eliminating the wellness testing requirement for this year.

The Board approved the final 2017 rates and agreed to suspend the mandatory wellness testing this year. They also reviewed and approved the agenda for the December 8 employee meeting.

FAIR BOARD

Administrator Patty Peterson requested approval to hire Lane Hillman at 93% of the market rate due to his experience with all of the facilities and equipment and the fact that he is a part time employee without benefits. Regarding the building remodel project, she said the Fair Board received two bids and both exceeded the available budget. Therefore the Board decided to reject both bids and purchase the fixtures and equipment rather than contract the entire project.

- **MOTION.** Commissioner Riegel made a motion to hire Lane Hillman as the Groundskeeper at a starting salary of \$17 per hour. Motion seconded by Commissioner Park and carried unanimously.

ADMINISTRATIVE

- **MOTION.** Commissioner Park made a motion to approve the minutes of November 14 with minor corrections as noted. Motion seconded by Commissioner Riegel and carried unanimously.

- **MOTION.** Commissioner Park made a motion to approve a Certificate of Residency for Alex Anderson. Motion seconded by Commissioner Riegel and carried unanimously.

- **MOTION.** Commissioner Park made a motion to authorize the Prosecutor to dispose of two laptops and two monitors pursuant to IC 31-829. Motion seconded by Chairman Leake and carried unanimously.

The Board discussed the proposed Housing Authority Resolution and asked the Prosecutor to make several modifications prior to the next meeting.

The Board decided to make no nominations to the Catastrophic Health Care Program Board of Directors. They reviewed Executive Assistant's update.

The Board noted receipt of a Notice of Claim requesting \$12,402.09 reimbursement for solid waste fees and agreed to add it to their December 12 agenda.

COMMITTEE REPORTS. Chairman Leake listened to the Legislature's work group regarding the insurance gap. Commissioners Riegel and Park had no meetings to report.

EXECUTIVE SESSION

- **MOTION.** At 3:44 pm Chairman Leake made a motion for Executive Session to discuss indigent and personnel matters pursuant to IC 74-206(1). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 5:03 pm.

- **MOTION.** Commissioner Park made a motion to deny Indigent applications 1T-2017-10003, 1T-2017-10004, 1T-2017-10005, and 1T-2017-10006 due to a lack of cooperation. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** Commissioner Park made a motion to approve the claims as presented except to postpone payment of attorney fees related to CV-2015-353 until after the new Prosecutor and Commissioners take office. Motion seconded by Commissioner Riegel and carried unanimously.

General	\$13,139.49
Road & Bridge.....	10,656.59
Court & Probation	202.78
Court-Bonds	12,516.00
Elections-State	95.40
Revaluation.....	11,250.00
Solid Waste.....	10,488.26
Weeds	38.00
Road, Special.....	294.00
Extension & 4H Programs	30.61
Ambulance.....	1,323.00
Fairgrounds & Fair	1,095.28
TOTAL	\$61,129.41

● **MOTION.** At 5:30 pm, Commissioner Riegel made a motion to adjourn. Motion seconded by Chairman Leake and carried unanimously.

Bill Leake, Commissioner

ATTEST: _____
County Clerk or Deputy

- Attachments: #1 Public Works update
 #2 RAD fee increase
 #3 Eclipse 2017
 #4 Draft minutes from November 28 meeting of Ambulance Service District
 #5 Insignificant Plat Amendment requested by Jerrold and Laura Clinton
 #6 Final rates for 2017 Employee insurance

Certificates of Residency 2016 - 2017

Child

Sayla

CSI



Teton County Land Development Code Review

PROPOSAL SUBMITTED BY: APPLIED COMMUNICATIONS



12-6-16

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

Dear Cindy,

On behalf of Applied Communications LLC, I am pleased to present this proposal for planning services for the review of the draft Teton County Land Development Code.

Applied Communications LLC offers several advantages, including extensive experience in planning, zoning administration and report writing for each principal assigned to the project. Relevant land use code projects include a comprehensive rewrite of the land development code for Anaconda-Deer Lodge County, MT, development of zoning regulations for the Georgetown Lake Zoning District in Granite County, MT, a form based downtown zoning district for Choteau, MT and a draft Military Area Overlay District for Lewis and Clark County, MT. This experience with drafting, and administering, land development regulations, allows us to conduct a thorough review and to recommend strategies for a functional and efficient code that will be more likely to withstand legal challenges.

Additionally, team members of Applied Communications have worked in the state of Idaho as well as in Teton County, WY. We have updated zoning regulations for Saint Maries, ID and worked with Benewah and Valley Counties to review area of impact agreements for several communities. We are familiar with the planning and growth management issues that Teton County is addressing through the draft code.

The attached proposal details our approach to this project. We strongly believe we have the best combination of skills and experience to produce the highest quality result. We look forward to the opportunity to work on this most important project for the county.

Sincerely,

Kathleen McMahon, AICP
Applied Communications

Scope of Work

PHASE 1: DEVELOPMENT CODE REVIEW

	Timeframe
<p>Task 1: Kick-off - Prepare Checklist & Conference Call (Estimated Cost = \$800)</p> <p>To kick-off the project, Applied Communications will develop a preliminary checklist to provide a roadmap for conducting the review. We will conduct an initial conference call with staff to obtain background information, to review the checklist and to refine the scope of work. Among the issues that may comprise the checklist are:</p> <ul style="list-style-type: none"> • Consistency with goals and policies of the comprehensive plan, model code, Teton County Code, and other relevant planning documents. • Internal consistency within the draft code. • Consistency with state enabling statutes. • Functionality: Are regulations clear and user friendly? Are terms defined? • Consideration of legal standards (rational nexus for standards, rough proportionality for exactions, recent case law on signs and other issues) • Consideration of community and Planning Board input. 	January
<p>Task 2: Compile and Review Existing Documents (Estimated Cost = \$2,400)</p> <p>Following the conference call, AppCom staff will review the code, related planning reports and supporting documents. The checklist will provide a guide for conducting this analysis. A preliminary list of documents includes:</p> <ul style="list-style-type: none"> • Draft - Land Use Development Code – Teton County • Existing Teton County Code – Title 7: Area of City Impact, Title 8: Zoning, Title 9: Subdivision, Title 10: Airport Zoning, Title 12: Flood Damage Protection • Teton County Comprehensive Plan. • Greater Yellowstone Framework for Sustainability. • Teton View Regional Model Code. • Staff analysis memoranda of draft code. • State of Idaho enabling statutes. • Public comments, suggestions, and concerns. 	January/ February
<p>Task 3: Memorandum – Preliminary Analysis (Estimated Cost = \$1600)</p> <p>Based on the review and analysis, AppCom will prepare a memo outlining initial findings and follow-up questions.</p>	February
<p>Task 4: Site visit (Estimated Cost = \$1,600)</p> <p>The AppCom team will meet with staff and county officials to discuss the findings and review development files. During the site visit, the team will conduct a hands-on application of the code with actual projects.</p>	March
<p>Task 5: Prepare Summary Report (Estimated Cost = \$800)</p> <p>AppCom will incorporate the information from the site visit into the preliminary findings and prepare a summary report.</p>	March
<p>Task 6: Revise and Finalize per County Review (Estimated Cost = \$1,600)</p> <p>Following review by Teton County staff and officials, the summary report will be revised and finalized as necessary.</p>	April
Budget (Professional Fees = \$8,800 + Travel Expenses \$750)	\$9,550

PHASE 2: COMMUNITY OUTREACH AND EDUCATION

<p>Task 1: Prepare Outreach Materials (Estimated Cost = \$2,000) Prepare education materials to be posted on-line and to be distributed at various events and venues throughout the county. Materials may include: FAQs, timelines explaining the code rewrite process, submittal flow charts, flyers/pamphlets with illustrations to explain common land development provisions, and other similar materials. This task would also include the preparation of press releases and related materials to distribute to the media to announce meetings and other key milestones in the project.</p>	<p>April - May</p>
<p>Task 2: Focus Groups (Estimated Cost = \$5,000) Conduct six focus groups with various stakeholders to answer questions and identify additional refinements to the code. Focus groups should be conducted in each of the communities in the county and should include public officials, representatives from the development/real estate profession, civic organizations, housing professionals, and other citizen groups identified by the county. Based on focus groups input, the consultant team will prepare a summary report with recommendations.</p>	<p>May</p>
<p>Task 3: Open House (Estimated Cost = \$1,500) Prior to the Planning & Zoning Commission (PZC) public hearing, conduct an open house to roll-out the draft code to the public and to address individual questions about the new code. The open house would include displays and information stations. In addition to the consulting team, county staff and public officials would be present to help answer questions and provide information.</p>	<p>June</p>
<p>Task 4: On-line Portal (Estimated Cost = \$1000) Maintain an on-line portal with information materials, meeting announcements, and a Q&A and public comment feature.</p>	<p>On-Going</p>
<p>Budget (Professional Fees = \$9,500 + Travel Expenses \$1,500)</p>	<p>\$11,000</p>

Company Profile



APPLIED COMMUNICATIONS, LLC

151 Wedgewood Ln.
Whitefish, MT 59937
(406)863-9255
kate@appcom.net

Applied Communications has been actively serving Rocky Mountain communities and counties since 1997. The firm regularly provides consulting services to local governments, economic development agencies, non-profits and state agencies. Members of the firm have extensive experience with comprehensive plans, growth policies, strategic planning, land use planning, land development regulations, community development and economic development projects. These assignments typically involve a cross section of stakeholders, integrate complex organizational strategies and require close coordination among interrelated planning processes and programs.

Kathleen McMahon is the founder of Applied Communications and has over 30 years of professional experience. Robert Horne joined the practice in 2007 and has over 40 years of planning experience at all levels of local government. Members of this team have an established record of working with local governments and partnering with communities to successfully address planning issues. The solutions and recommendations we put forward are tailored to meet the unique needs of each client.

AppCom principals bring the facilitation, analytical, planning, communication and project management skills that are needed for this project. We have an established record of working with local governments and partnering with community groups to successfully address planning issues. We routinely use a variety of participation techniques to support planning programs and to achieve meaningful community involvement.

The firm of Applied Communications is a registered limited liability corporation in the state of Montana and is a certified Disadvantaged Business Enterprise (DBE) with the Montana Department of Transportation.

Organizational Structure: Limited Liability Corporation

Number of Employees: 2

Principals: Kathleen D. McMahon, AICP
Robert E. Horne, Jr., AICP

Years of Experience: Operating as an independent contractor based in Montana since 1997



EDUCATION:

BACHELOR OF ARTS – URBAN & REGIONAL PLANNING – 1980, UNIVERSITY OF ILLINOIS

MASTER OF SCIENCE – EDUCATIONAL TECHNOLOGY – 1998, GEORGE WASHINGTON UNIVERSITY

CERTIFICATION:

AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP)

EMPLOYMENT:

VILLAGE OF ARLINGTON HEIGHTS, IL, 1981-1985

CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, URBANA, IL, 1986-1989

CITY OF CHAMPAIGN PLANNING DEPT., CHAMPAIGN, IL, 1989-1994

APPLIED COMMUNICATIONS, OWNER – CONSULTANT, 1995 to PRESENT

AFFILIATIONS:

AMERICAN PLANNING ASSOCIATION

MONTANA PLANNING ASSOCIATION

MONTANA ECONOMIC DEVELOPMENT ASSOCIATION

WESTERN PLANNER ASSOCIATION

WHITEFISH CHAMBER OF COMMERCE

KATHLEEN MCMAHON, AICP

Ms. McMahon has extensive experience in comprehensive planning, economic development planning and land use regulation for small to medium size communities. She brings strong strategic planning, writing, and public outreach skills to each project. Ms. McMahon has provided expert land use research, analysis and testimony for several law firms on cases regarding subdivision, spot zoning, growth policies and conditional uses. Ms. McMahon has over 30 years of community planning experience in both the public and private sectors.

Representative Projects:

Lewis & Clark County/City of Helena – Fort Harrison Joint Land Use Study – Part of the project team to implement recommendations of the Fort Harrison Joint Land Use Study. Responsible for preparation of an amendment to the Growth Policy regarding compatibility issues with the military training facilities at the Fort and for drafting regulations for land use and dark skies to prevent potential incompatible development around the Fort.

Whitefish, MT – Wisconsin Avenue Corridor Plan – Developing a neighborhood plan for the Wisconsin Avenue Corridor. The plan will be a basis for updating zoning, reviewing design guidelines, addressing transportation issues and prioritizing infrastructure investment.

Montana Cooperative Development Center – Completed a study on the feasibility of developing cooperative housing in Idaho, Montana and Wyoming. This study relied on stakeholder input, literature review and case studies to identify best practices, technical expertise and financial models that contribute to successful housing co-op development.

Missoula, MT – Growth Policy Update (2015) – Worked with the City of Missoula to update the growth policy. Responsible for organizing and facilitating listening sessions, focus groups and steering committee meetings. Compiled community input into draft goals, objectives and an action plan.

Opportunity Link – North Central Montana Regional Sustainability Plan (2012 -2014)

Ms. McMahon was on the team to develop a regional sustainability plan for an 11-county region. The planning process, funded by a HUD regional sustainability grant, involved community roundtables, scenario modeling and sustainability charrettes. Sustainability principles will be incorporated into local growth policy documents and code updates.

Whitefish, MT – Parks & Recreation Master Plan (2013)

Ms. McMahon was the lead consultant on the development of the Whitefish Park & Recreation Master Plan. The planning process included focus groups, a community survey and workshops with the Planning Board. The plan was completed in the spring of 2013.

Growth Policies in Hamilton, MT, Chouteau County, Teton County, Big Sandy, Chinook, Fort Benton, Anaconda-Deer Lodge County, Lincoln County, Hamilton, Hot Springs, Lewistown, Lake County (1999-2016) - Work on these growth policies included extensive data gathering, analysis and public outreach such as community surveys, focus groups, visioning sessions, public meetings and open houses. Responsible for production of final documents.

Other Projects:

Great Falls, MT – Development Review Manual

Teton County, MT – Subdivision Regulations – Update

Flathead County - Parks & Recreation Master Plan

Whitefish Legacy Partners -Whitefish States Trails Master Plan

Kalispell, MT – BNSF Revitalization Plan

Red Lodge, MT – Downtown Assessment

Cascade County, MT – Community Development Needs Assessment

Sandpoint, ID – Broadband – Telecommunications Assessment



EDUCATION:

MASTER OF SCIENCE – PLANNING, FLORIDA STATE UNIVERSITY

BACHELOR OF ARTS – GEOGRAPHY, UNIVERSITY OF SOUTH FLORIDA.

CERTIFICATION:

AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP)

EMPLOYMENT:

APPLIED COMMUNICATIONS, OWNER – PRINCIPAL, 2007 to PRESENT

WHITEFISH, MT – PLANNING DIRECTOR 2005-2007

WALLA WALLA, WA – PLANNING DIRECTOR, 2003-2005

GREAT FALLS, MT – PLANNING DIRECTOR, 1997 – 2003

JACKSON, WY – PLANNING DIRECTOR, 1989-1997

NES, INC. – SENIOR PLANNER/PROJECT MANAGER, 1988-1989

PEKHAM, GUYTON, ALBERS & VIETS (PGAV), DIRECTOR OF PLANNING – VICE PRESIDENT, 1984-1988

COLORADO SPRINGS, CO – PRINCIPAL PLANNER, 1980- 1984

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, 1978-1980

EAST ALABAMA REGIONAL PLANNING COMMISSION, PRINCIPAL PLANNER 1975-1978

AFFILIATIONS:

AMERICAN PLANNING ASSOCIATION



American Planning Association

MONTANA PLANNING ASSOCIATION

WESTERN PLANNER

ROBERT HORNE JR, AICP

Mr. Horne has extensive experience in conducting growth policies/comprehensive plans, drafting land development regulations, and providing development review support for small to medium size communities. He brings strong design, code administration, writing and public outreach skills to the project. Bob has over 40 years of city planning experience in both the public and private sectors.

Representative Projects:

Anaconda - Deer Lodge County (2008-Present) – Currently working to provide development review support, update the Growth Policy, amend the Development Permit System, and provide planning support for redevelopment of Superfund sites.

Missoula, MT – Growth Policy Update (2015) – Worked with the City of Missoula to update their growth policy. Responsible for organizing and facilitating listening sessions, focus groups and steering committee meetings. Compiled community input into draft goals, objectives and an action plan.

Georgetown Lake (2008-10) – Worked with the Georgetown Lake Homeowners Association to establish a special zoning district in the Georgetown Lake area of Granite County. Work included the preparation of a technical paper, amendments to the Granite County Growth Policy and drafting zoning, environmental, and neighborhood preservation standards. Regulations adopted by Granite County in February, 2011.

Whitefish City-County Growth Policy (2006-07) - Worked with an 11-member steering committee to draft the Whitefish Growth Policy focusing on sustainability and community character. Conducted an extensive community involvement program, the centerpiece of which was 16 visioning sessions held in various locations throughout the Whitefish area. The Growth Policy was adopted in late 2007.

Benewah County, ID – Growth Management Project (2007-2009)

As part of a project that was funded by a grant from the Idaho Dept. of Commerce, AppCom developed an Impact Area Plan for Plummer, ID, drafted an Area of Impact Agreement for Saint Maries, completed a technical paper on county-wide zoning for Benewah County and updated the Saint Maries zoning regulations.

Valley County, ID – Growth Management Project (2010 – 2011)

As part of a project that was funded by a grant from the Idaho Dept. of Commerce, AppCom updated the comprehensive plans for the municipalities of Cascade and Donnelly. This included a review of the area of impact agreements for consistency with county policies.

Jackson-Teton County WY Comprehensive Plan and Land Development Regulations (1992-1994) - As Planning Director for the Town of Jackson, coordinated the consultant team, conducted community outreach and drafted key parts of the plan and regulations. Bob was also instrumental in formulating linkage and inclusionary affordable housing programs and regulations, and he brought forward several code amendments to fine-tune the character-based regulatory system.

ADDITIONAL EXPERIENCE:

- Whitefish PUD Rewrite Committee – Whitefish, MT
- Choteau, MT – Zoning Code Update
- Missouri River Corridor Plan – Great Falls, MT
- Great Falls, MT – Growth Policy Update
- Walla Walla, WA Downtown Plan – Project Coordinator
- Gillette Technical Park, WY - Design Guidelines & CC&Rs

Relevant Projects

OPPORTUNITY LINK – VIBRANT FUTURES

Contract Period: 2012 - 2015

Contact: Barb Stiffarm, Executive Director

Address: 2229 5th Ave., Havre, MT 59501

Phone: (406) 265-2075

E-mail: bstiffarm@opportunitylinkmt.org

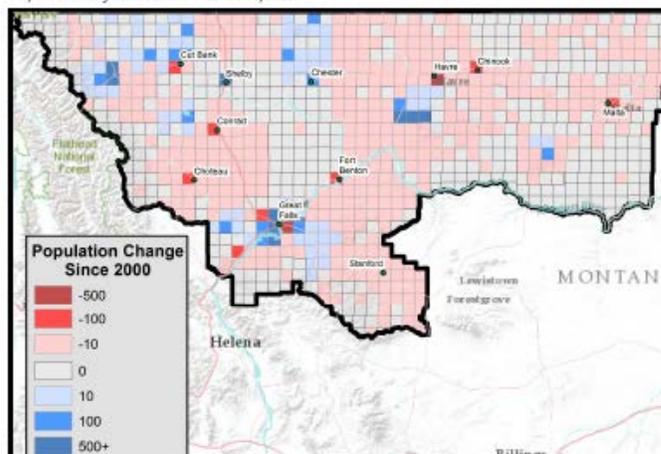
Applied Communications was part of a project team that worked with Opportunity Link in Havre to develop a regional sustainability plan for north central Montana. The project was funded through a U.S. Housing and Urban Development (HUD) Sustainable Communities Regional Planning Grant. The plan covered eleven counties, three reservations and three economic development districts

The objective of the grant was to enable local officials of north central Montana to complete a region-wide visioning, capacity building, and information exchange system to help local officials coordinate their planning efforts and promote economically and environmentally sustainable development. The planning process relied on extensive public involvement including community meetings, surveys, scenario planning workshops and input from local officials and community groups.

A key component of the process was modeling and visualization with CommunityViz software. As part of the planning process, Ms. McMahon reviewed and analyzed 23 growth policies from the region to develop planning benchmarks and compile best practices.

The regional plan was completed in 2014 and accepted by HUD in 2015. Strategies emphasized partnerships and regional cooperation to achieve a vibrant economy through strategies such as downtown revitalization, brownfield clean-up, housing development, walkable communities and sustainable agriculture. The plan is being leveraged by communities in the region to apply for grants to implement the plan and its recommended programs. The plan is also being used to assist in updates to local growth policies and land development codes. Since completion of the plan Ms. McMahon assisted with implementation by conducting one-on-one technical assistance with communities in the region, coordinating a downtown revitalization expo, completing a housing needs assessment and writing a grant for transportation alternative funds.

Opportunity Link - Vibrant Futures Region



ANACONDA – DEER LODGE COUNTY, MT – PLANNING SUPPORT

Contact: *Connie Terns-Daniels, Chief Executive,*

Phone: 406-563-4001

E-Mail: ctdaniels@anacondadeerlodge.mt.gov

Since 2008, Applied Communications has been providing development review and long range planning support to Anaconda-Deer Lodge County in planning and redevelopment of local Superfund sites. In that regard, we produced the 2010 Growth Policy, the County's first long range plan under current growth policy statutes. Our firm works closely with the County Planning Department and other contractors, including project engineers and the local Institutional Controls Program. We work directly with the Anaconda Local Development Corporation and prospective investors to put contaminated properties back on the tax rolls and to expand Deer Lodge County's economic base.



Applied Communications completed a comprehensive rewrite of the Development Permit System (DPS) in 2015 that included land development regulations as well as institutional controls for Superfund. The DPS rewrite involved input from the community, EPA, DEQ and Atlantic Richfield. In 2017, Applied Communications will be updating the 2010 Growth Policy as well as the County's subdivision regulations.

Project Highlights

- The 2010 growth policy process included visioning sessions in each of the rural planning areas as well as focus groups among stakeholders in the Anaconda area.
- AppCom worked with Planning Department staff to create a "Developers Packet" to provide information on the development review process and how it is integrated with the institutional controls program for Superfund sites.
- AppCom works regularly with the Institutional Controls staff to provide on-going planning assistance for Development Permit System administration and implementation of the East Anaconda Reuse Plan.

MISSOULA, MT – GROWTH POLICY UPDATE

Contract Period: 2014 - 2015

Development Services Department
Laval Means – Planning Services Manager
435 Ryman St.
Missoula, MT 59802
LMeans@ci.missoula.mt.us
Ph: 406-552-6628

Applied Communications worked with the City of Missoula Development Services Department to manage the public participation process for the growth policy update. The project involved:

- Planning and organizing a community kick-off meeting that involved a nationally known key-note speaker and hands-on displays to encourage public involvement.
- Conducting 30 listening sessions, analysis of over 3000 unique comments from these meetings and video production of meeting highlights
- Managing logistics and working with six focus groups over a six-month period to develop goals, objectives and action items for the growth policy. Small group discussions, on-line surveys and mapping exercises were used throughout these meetings to identify community issues spatially and to arrive at solutions.
- Compiling focus group input into goals, policies and action items for the growth policy.
- Facilitating Steering Committee meetings to review the work of the focus groups, to develop future land use scenarios and to provide feedback on growth policy elements.
- Planning, organizing and assisting staff to conduct an open house to solicit feedback on the draft plan.



MANAGEMENT AGREEMENT

This AGREEMENT (“Agreement”) is effective as of the 15th day of December, 2016, and is entered into by and between Teton County, Idaho (“County”) and Teton Regional Economic Coalition (“TREC”).

RECITALS

WHEREAS, TREC has since September 2013 acted as the County’s agent under the Rural Idaho Economic Development Professional Program Grant (“Grant”) and thus rendered certain services more fully described herein; and

WHEREAS, TREC has demonstrated expertise in providing such services, and has the requisite knowledge, skill, experience and other resources necessary to perform such services and wishes to continue providing such services for the County;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. Independent Contractor: In the performance of this Agreement, TREC is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the County. TREC is solely responsible for the means, method, and technique, utilized by TREC in the full performance of this agreement.

3. Controlling Documents:

a) Memorandum of Understanding (MOU) between the Idaho Department of Commerce (“Department”) and Teton County executed by Teton County contemporaneously with this Agreement (**Exhibit A**).

b) Teton County Idaho’s Economic Development Plan (“TCEDP”) adopted on June 10, 2013, (**Exhibit B**).

c) This Agreement.

4. Term: In conjunction with the MOU between the Idaho Department of Commerce (“Department”) and Teton County, Idaho, this Agreement shall terminate on June 30, 2017. If the Department initiates additional MOU’s for 12 month periods, this Agreement may also be extended in writing for the same time periods so long as Teton County conducts a performance review as described in Section 5(c) and determines that: (1) all of the goals of the program have been satisfied, (2) TREC has satisfied the requirements of this Agreement, and that (3) sufficient County funding is available.

5. Scope of Services: The County hereby engages TREC to be its fiscal agent and jointly manage the Grant in accordance with the terms of the Grant. TREC hereby

agrees that the Teton County Economic Development Plan (TCEDP) shall be the guiding document for implementation and measured for success.

TREC shall serve as the County's designated entity to coordinate all aspects of the TCEDP, including work formally done by such entities as the Chamber of Commerce (which has been merged into TREC), the TREC-affiliated Geo Tourism Center and each of the county's three cities.

TREC hereby agrees to perform such services, as an independent contractor, pursuant to the terms and conditions hereinafter set forth. Throughout the term of this Agreement, TREC shall perform the following services:

a) Board of Directors – As outlined in Appendix B to the Teton County Economic Development Plan, the TREC shall have a Board of Directors with at least seven (7) members but no more than eleven (11) members. At least one-third (1/3) of the Board will be made up of voting members from the private sector. The Board shall also have four (4) voting members representing each of the four (4) local jurisdictions: Teton County, Victor, Driggs and Tetonia. These public sector representatives must reside in their respective jurisdictions and be appointed by their respective governing bodies. The Board shall meet at least (6) six times a year and develop a specific plan of work for the Economic Development Professional along with a plan for oversight and bi-monthly evaluation. All meeting of the Board shall be publicly noticed, open to the public and minutes recorded and published. A representative of the Department shall be invited to attend all board meetings and shall be given specific notice at least thirty (30) days in advance of the time and location of the meeting. The Department representative shall also be invited, by thirty (30) days advance written notice, to participate in the hiring of the Economic Development Professional and all subsequent performance evaluations of the Economic Development Professional.

b) Economic Development Professional (ED Professional)– TREC shall employ as a full time employee of TREC an ED Professional. Under the direction of the TREC Board of Directors, the ED Professional will perform tasks directly related to economic development projects throughout the program area. The ED will work collaboratively with the Teton County, the cities of Driggs, Victor and Tetonia, and other organizations with a similar purpose to promote business development in the Teton Valley. Specifically, The ED Professional will implement the goals, objectives and tasks identified in the TCEDP including but not limited to: assess and document business development assets, develop marketing materials to promote business opportunities, assist existing businesses with expansion plans, assist existing businesses to deal with issues that threaten job loss, provide entrepreneurial training and support, pursue leads to recruit new businesses, develop projects that will lead to business development such as incubators, business and industrial parks, organize community response teams to respond to business development inquiries and build collaborative networks to

ensure maximum use of existing resources. As required by the MOU, the ED Professional will provide monthly reports to the Department through an internet portal, and submit monthly reports to their Board and complete the Department's internet reporting form. This reporting includes business recruitment, business expansion, business start-ups, business retention, as well as activities pertaining, but not limited to: Workforce Development, Gem State Prospector, Foreign Direct Investments (FDI), grants, infrastructure, scenic byways, tourism, training, and other collaboration efforts. Records concerning time spent on the grant must be regularly maintained by the ED professional in order to receive a monthly salary.

c) Performance Review. Teton County is providing funding in order that the TCEDP be implemented. In order to receive funding for subsequent years, a performance review shall be conducted by the Board of County Commissioners before the end of each year's funding cycle. This Agreement and the evaluation framework and measures of success contained in the Teton County Economic Development Plan shall be used by the County as the framework for evaluating whether additional funding may be granted. The TREC's monthly ED report and financials shall be shared with the County. These reports, along with the Dept. of Commerce Performance metrics shall be the basis of the annual performance review.

6. Controlling Laws. The Board must comply with the following: Idaho's Open Meeting Law, including the procedures for convening an executive session pursuant to Idaho Code §67-2345 when confidential private business information is being discussed; Bribery and Corrupt Influences Act, Prohibition Against Contracts with Officers; Ethics in Government Act; and Public Records Law, including provisions for the protection of confidential private business records in Idaho Code §9-340(D)(6).

7. Expenses: In accordance with the Department's MOU with Teton County, funds from the Department may only be used for the salary and benefits of the ED Professional. Funds received from the County may be used towards the following administrative expenses: office space, telephone, computer, internet access, necessary office supplies, equipment and maintenance, website development and marketing materials. Salaries paid from the grant must not exceed the pay grade, salaries, and wages of similar County employees.

8. Standards of Performance: TREC agrees to devote such time, attention, skill, and knowledge as is necessary to perform any services to County effectively and efficiently. TREC acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County to further the best interests of the County.

9. Funding and Expense Reports: TREC agrees to the following procedures regarding capital fundraising, and receipt of monthly payments.

(a) The Board must continue to seek private funding to augment government funding..

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

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

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

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

- a) TREC is and shall remain in compliance with all local, State and Federal laws relating to this Agreement and the performance of services.
- b) TREC is not aware of any conflicts of interest that would affect the performance of this Agreement. If any conflicts arise in relation to the work required of TREC in this agreement, TREC shall immediately disclose the conflict to all parties and remove himself from participation in the matter affected.
- c) TREC has the expertise and professional and technical capability to perform all of its obligations under this Agreement.
- d) TREC will continue to raise the cash match required in the Department's MOU with Teton County. The source of the funds for this cash match shall be included in the reports described in Paragraph 9(c) above.
- e) TREC's Board of Directors currently meets, and will continue to meet the representations and requirements outlined in the MOU, RFP, TCEDP and this Agreement.

13. Indemnification: In the event that any act or omission in the course of providing any services for the County, or in conjunction with any act with which TREC is involved, gives rise to or results in a claim against Teton County, TREC agrees that he will fully and completely cooperate with Teton County, Idaho and its agents, and/or insurers or attorneys, in helping to resolve such claim or, if necessary, litigate it. TREC further agrees that it will indemnify and hold harmless Teton County, Idaho from any and all liabilities, costs and expenses incurred in connection with or arising out of TREC's acts or omissions in the course of performing its duties and obligations under this Agreement or the failure of TREC to observe and perform the duties and obligations pursuant to the legal and ethical standards established by any local, State or Federal jurisdiction or professional association. The indemnities set forth herein are specifically intended to survive termination of the affiliation between Teton County, Idaho and TREC pursuant to this Agreement or otherwise.

14. Insurance: Without limiting the County's right to indemnification, it is agreed that TREC shall maintain during the term of this Agreement, insurance coverage as follows:

- a) Worker's compensation insurance as required by Idaho statutes.
- b) Comprehensive general liability insurance or commercial general liability insurance with the County named as an additional insured, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability and independent contractor's liability in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- c) Comprehensive automobile liability coverage including, as applicable, owned, nonowned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- d) Professional liability insurance coverage, including contractual liability, Directors and Officers Insurance with the County named as an additional insured, in an amount not less than One Million Dollars (\$1,000,000.00).
- e) Each insurance policy required by this Agreement shall contain the following clauses:
 - a. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to County.
 - b. It is agreed that any insurance maintained by County shall apply in excess of and not contribute with insurance provided by this policy.

15. Entire Agreement and Amendment: This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. Headings are for convenience only, and shall not be deemed to create or waive any substantive rights.

16. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without regard to any conflict of law or choice of law principles.

17. Waiver: No delay or omission by Teton County, Idaho to exercise any right hereunder shall be construed as a waiver of any such right and Teton County, Idaho reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY	TREC
By: _____ William Leake, Chairman	BY: _____ Fletcher White, President

Attest:

Mary Lou Hansen, County Clerk

11-2-1 DEFINITIONS. The following words and terms in this ordinance are defined as follows:

(a) **“Bicycle”** means a device propelled exclusively by human power upon which a person may ride, having two, three, or four wheels arranged in a tandem or tricycle fashion.

(b) **“Motor vehicle”** means a vehicle which is self-propelled including, but not limited to motorized scooters, all-terrain vehicles, automobiles, trucks, tractors, mopeds, ~~snowmobiles~~, golf carts and Segway Personal Transporters.

(c) **“Motorcycle”** means a motor vehicle having a saddle or seat for use of a rider and designated to travel on not more than three wheels in contact with the ground, but excluding a tractor.

(d) **“Non-motorized pathway”** shall mean any public way or easement operated and maintained or held by the County for bicycle and pedestrian use.

(e) **“Person”** shall mean any person, or any firm, corporation (profit or nonprofit), or any association (incorporated or unincorporated), or any other type of business entity.

(f) **“Sign”** shall have the same meaning as provided in the County Zoning Ordinance.

(g) **“Snowmobile”** means a motor-driven vehicle designed for travel primarily on snow or ice of a type which utilizes sled-type runners or skis, or a revolving belt tread, or any combination of these or similar means of contact with the surface upon which it is operated.

(h) **“Vehicle”** means a device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved exclusively by human power.

(i) **“Designated Easement”** is a two (2') foot area that runs on either side of the paved non-motorized pathway.

11-2-2 PROHIBITION OF MOTOR VEHICLE USE. No person shall operate an automobile, truck, tractor, moped, ~~snowmobile~~, motorcycle, four wheeler, or any other type of motor vehicle upon any non-motorized pathway within the County, except directly to enter or depart from adjacent property. Provided, however, this section shall not prohibit the use of snowmobiles on the pathway when snow covers the pathway, nor shall it prohibit use of ~~of~~ pedestrian pathways by persons using power driven mobility devices as defined by the Americans with Disabilities Act. County employees or others authorized by the County to perform inspection, repair, or maintenance work, and persons providing emergency medical or veterinary services, in the performance of their official or professional duties shall be exempted as well.

11-2-3 SAFE BICYCLE AND SNOWMOBILE OPERATION. All persons will travel in a consistent and predictable manner. No person shall operate a bicycle or a snowmobile on a non-motorized pathway at a speed greater than what is reasonable and prudent under the conditions then existing, and in no event at a speed greater than 25 mph. Any person operating a bicycle or snowmobile on a non-motorized pathway shall yield the right-of-way to motor vehicles that are crossing the non-motorized pathway, and also shall yield the right-of-way to pedestrians who are using the non-motorized pathway.

11-2-4 COUNTY POLICIES REGULATING PATHWAY USE. The Board of County Commissioners may adopt policies for regulating the use of non-motorized pathways, consistent with the terms of this ordinance. Such policies may include provisions regulating the occurrence and scope of gatherings and events on, near or associated with a non-motorized pathway, including but not limited to a County Events Policy. Users of any non-motorized pathway located in the County shall:

(a) Travel in a consistent and predicable manner.

(b) Travel as near to the right side of the pathway as is safe, except as may be appropriate while preparing to make or making turning movements, or while overtaking or passing another user traveling in the same direction.

(c) Occupy only the right half of the non-motorized pathway, measured from the right side, so as not to impede the normal and reasonable movement of other pathway users.

(d) Pass other users on the left and only when it can be done safely, returning to the right upon safely clearing the user being passed.

(e) Give an audible warning signal (e.g. voice, bell, or mechanical or electrical signaling device), in sufficient time to allow response, before passing any user.

(f) Remove themselves and any equipment off the non-motorized pathway when stopping, standing or parking.

11-2-5 DAMAGE.

(a) No person shall willfully or maliciously, or wantonly destroy, injure, mutilate, deface, paint on, write on, alter, remove or otherwise damage or carry away a non-motorized pathway, on any part thereof, or any sign, pillar, fence, bench, trash container or part thereof, relating thereto.

(b) At the County's option, the County may either repair the damage caused by a person who violates subsection (a), and such person shall be responsible for reimbursing the County for such repair work, or alternatively, the County may require the person who caused the damage to repair the non-motorized pathway to its prior state within ten (10) days of the date of the damage. All such repair work shall be performed to the County's satisfaction.

11-2-6 NON-MOTORIZED PATHWAY OBSTRUCTION.

(a) **PARKING.** No person shall stop, stand or park or cause to be stopped, standing or parked, any vehicle, motorcycle, trailer, mobile home, motor home, camper, or boat or any other object upon a non-motorized pathway or the designated easement so as to obstruct the free passage of pedestrians, vehicles or other persons or conveyances.

(b) **DEBRIS.** No person shall deposit or burn, or cause to be deposited or burned, any litter, or leaves, branches, grass, brush or other yard debris upon a non-motorized pathway, or deposit, or cause to be deposited, any earth, stone, sand, gravel, trash, rubbish, cans, bottles, broken glass, nails, garbage cans or any other objects or debris upon a non-motorized pathway or within the designated easement for the non-motorized pathway.

(c) **DEPOSIT OF ICE OR SNOW.** No person, in removing snow, ice or slush from private property, or from public property under his or her control, such as a driveway, vehicle parking area or approach area, shall dump or deposit, or cause to be dumped or deposited, such snow, ice or slush, either temporarily or permanently, on any non-motorized pathway without the prior written permission of an authorized Victor County official.

11-2-7 ANIMALS.

(a) Any person who owns or exercises any control over an animal shall, if the animal deposits any fecal matter on any non-motorized pathway or within the designated easement for the non-motorized pathway, immediately and completely remove such matter. This section shall not prohibit the presence of animals on non-motorized pathways.

(b) Pets must be under the control of the owner at all times so as not to interfere with other pathway users.

11-2-8 VEGETATION. No person shall plant any trees, shrubs or other vegetation within the designated easement for the non-motorized pathway without first obtaining a permit or other written permission from the County. The County reserves the right to maintain trees and shrubs within the designated easement of the non-motorized pathway.

11-2-9 IRRIGATION. No person shall leave any garden hose, lawn sprinkler or other irrigation device or similar implement unattended when such hose, sprinkler, device or implement is in contact with or runs across or over the surface of a non-motorized pathway. No water or other outflow from such device shall encroach upon the surface of a non-motorized pathway.

11-2-10 CONSTRUCTION PROJECTS.

(a) If any construction project on lands adjoining a non-motorized pathway results in damage to the non-motorized pathway, then all such damage shall be fully repaired and the non-motorized pathway shall be restored to its former condition within ten (10) days after the damage occurs, unless otherwise authorized by Victor County; provided, however, that if weather conditions prevent full restoration of the non-motorized pathway within such ten (10) day period, then the non-motorized pathway shall be temporarily patched and restored so as to permit reasonable use by bicycles, skaters and pedestrians, and full repair and restoration shall then be completed as soon as weather permits.

(b) An occupancy permit shall not be granted under the County zoning ordinance or building code for any building or structure unless and until any non-motorized pathway damaged in connection with the construction of such building or structure has been fully repaired and restored to its former condition; provided, however, that if weather conditions then prevent full repair and restoration of the non-motorized pathway, an occupancy permit may be granted if (i) the non-motorized pathway has been temporarily patched and restored so as to permit safe and reasonable use by bicycles and pedestrians, and (ii) the County is provided with adequate financial security in the form of a cash deposit, letter of credit or performance bond, to guarantee full repair or restoration of the non-motorized pathway as soon as weather permits.

(c) Repair of all damage, as required by this Section, shall be performed in compliance with trail standards set by the County Engineer.

11-2-11 CUTS OR OPENINGS IN SIDEWALK OR PEDESTRIAN PATHWAY.

(a) All persons shall complete a Non-motorized Pathway Opening Permit if it is necessary to make a cut or opening in a non-motorized pathway. Such cut or opening shall not be made until a Non-motorized Pathway Opening Permit has been authorized in writing by the County.

(b) If an emergency requires an immediate utility cut or opening to be made, the County Public Works Director shall be notified, the permit completed and the applicable fee paid on the next business day during which the County office is open.

(c) When the work within a cut or opening is completed, the cut or opening shall be promptly compacted and restored as required in accordance with the trail standards set by the County Engineer.

11-2-12 SIGNS.

(a) No person shall install, attach, suspend or in any other manner display any sign, banner, printed leaflet or similar object or above a non-motorized pathway, or within the designated easement for

the non-motorized pathway, nor shall any person tape or affix any sign, banner, printed leaflet or similar object to a non-motorized pathway or within the designated easement for the non-motorized pathway without the prior written approval of the County Zoning Administrator or other County official authorized to grant such approval.

(b) The provisions of this Section shall not prohibit the County from installing and maintaining signs and markers pertaining to the non-motorized pathway or painting words or markings on the pathway if necessary for the proper use of the pathway or for public safety purposes.

11-2-13 EXEMPTION. This ordinance shall not apply to work being done by an authorized County official or employee on a non-motorized pathway and this ordinance shall not be construed to prohibit the County, or any officer, employee or agent thereof, from exercising all reasonable and necessary governmental powers with respect to the use, maintenance and repair of non-motorized pathways.

11-2-14 SANCTIONS FOR VIOLATIONS. Any person or other entity who violates any of the provisions of this Ordinance is guilty of an infraction as defined by Idaho law and is subject to a fine of eighty five dollars (\$85.00) plus costs. A violator of this Ordinance shall also be subject to such additional sanctions, remedies, and judicial orders as are authorized under Idaho law. Each time a violation of this Ordinance exists constitutes a separate violation.

11-2-15 SEVERABILITY. This ordinance and the sections and subsections thereof are severable. If any portion of this ordinance is adjudged invalid, the remainder of the ordinance shall not be affected thereby, but shall remain in full force and effect.

11-2-16 CONFLICT. If any ordinances or parts of ordinances are in conflict with this ordinance this ordinance shall control.

ADOPTED this 9th Day of November, 2015.

Teton County Board of County Commissioners

By: _____
Bill Leake, Chair

ATTEST:

Mary Lou Hansen, County Clerk

TETON COUNTY, IDAHO
ORDINANCE _____

Amendment to Title 5, Chapter 1

AN ORDINANCE OF TETON COUNTY, IDAHO AMENDING TITLE 5, CHAPTER 1 OF THE COUNTY CODE; ESTABLISHING DEFINITIONS AND DOG LICENSING REQUIREMENTS; ADOPTING A PROHIBITION ON AT LARGE DOGS AND RESTRICTIONS ON NOISY DOGS; PROVIDING FOR THE IMPOUNDING OF AT LARGE OR SUSPECTED RABID DOGS AND THE ADOPTION OF UNCLAIMED IMPOUNDED DOGS; ESTABLISHING PENALTIES FOR VIOLATIONS; REPEALING ALL ORDINANCES, RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF TETON, STATE OF IDAHO:

SECTION 1. The following text shall replace Title 5, Chapter 1 of the Teton County Code, in its entirety and be enforced as such:

CHAPTER 1

Animal Care and Control

SECTION:

- 5-1- 1: Purpose
- 5-1- 2: Definitions
- 5-1- 3: Licenses
- 5-1- 4: Restricted and Prohibited Acts
- 5-1- 5: Impounding
- 5-1- 6: Rabid Dog
- 5-1- 7: Adoption; Fee
- 5-1- 8: Fines, Fees and Penalties

5-1-1: **PURPOSE:** The County of Teton hereby establishes this ordinance to promote the health, safety, and welfare of the residents, animals, and visitor of the County of Teton; and to protect the properties of such persons by establishing a uniform and humane dog care and control ordinance.

5-1-2: **DEFINITIONS:** When used in this chapter, unless the context otherwise indicates, the following terms and phrases shall have the meanings as herein ascribed:

ANIMAL CARE AND CONTROL OFFICER: The person or persons given authority by the County of Teton, the Teton County Board of Commissioners or the Teton County Sheriff’s Office, to enforce this chapter, or any peace officer in this State.

AT LARGE: Off the premises of the owner and not under the control or restraint of the owner, keeper, or custodian of the animal.

CONTROL/VOICE CONTROL: Within the incorporated cities, a dog shall be deemed to be under control if such dog is physically restrained. Within the unincorporated county, a dog may be deemed to be under control by means of voice control. Voice control means that the dog returns immediately to and remains by the side of the owner or keeper in response to the owner or keeper's verbal command, whistle or hand signal. If an unleashed dog approaches or remains within 10 feet of any other person other than the owner or keeper, that dog is not under voice control and shall be deemed to be "at large", unless such person (or in the case of a minor child, an adult present with the child) has communicated to the owner that such person consents to the presence of the dog.

COUNTY: Shall include the unincorporated areas within the boundaries of Teton County, Idaho.

DOG: Includes any unaltered or altered male or female canine not in the line of duty for a law enforcement agency.

HUMANE: To provide proper food, water, sanitation, ventilation, medical attention and shelter from weather as needed.

HUMANELY DISPOSE: To euthanize any animal according to the State of Idaho Board of Veterinary Medicine's current euthanasia rules and/or by a qualified veterinarian clinic/hospital, or certified euthanasia technician.

IMPOUNDED: Having been received into the custody of the Teton County Sheriff's Department or shelter master or other designated agent.

INJURY: Any physical injury that results in any breaking of the skin, infection, broken bone or disfiguring laceration.

NUISANCE: Any noisy dog, any dangerous dog, or any dog engaging in behaviors described in section 5-3-4(B) of this chapter.

OWNER: Includes any individual, partnership, corporation, company, society or association keeping or harboring a dog or dogs.

PREMISES: The real property owned or occupied by the owner of the dog.

RESTRAINT: An animal shall be deemed to be under restraint if it is not At-Large.

SHELTER MASTER: The person or persons responsible for an animal shelter that provides humane care for animals impounded by the Animal Care and Control Officer.

VICIOUS DOG: A dog which, when not provoked, approaches any person who is not trespassing, in a vicious or terrorizing manner; or any dog which, when not provoked, physically attacks, wounds, bites or otherwise injures a person or domestic animal who is not trespassing.

5-1-3: LICENSES

A. Required:

1. License Required; Fee: All owners of dogs over six (6) months of age residing within the County of Teton must pay a license fee as set forth by resolution of the Teton County Board of Commissioners. Any violation of this Chapter, in which the license tag is not attached to the dog, may result in an additional violation.
2. Receipt; Tag: Said license shall be paid in accordance with provisions of Idaho Code Section 25-2801, to the agent or officer of the county, as designated by the Board of County Commissioners, who shall thereupon give to the person paying it a dated receipt reciting the owner's name and the number of the license, and also a tag or disc bearing the year of issue, the name of the county, and a license number corresponding with that mentioned in the receipt.
3. Duplicate Tag: In the event of loss of license tag, a duplicate, so stamped, shall be provided to the owner by the county, at a reasonable cost for each duplicate tag.

B. When Required; Term; Relicensing:

1. All dogs six (6) months and older shall be licensed within thirty (30) days of being brought into the County of Teton.
2. All licenses shall be issued on the date applied therefor and shall expire one year from that date.

C. Application: The owner shall state at the time application is made for a license and upon a form provided for such purpose, their name and address; the name, breed, color and gender of each dog owned or kept by them, whether such dog has been spayed or neutered; and in the case of spayed or neutered dogs, the owner shall submit a certificate from a licensed veterinary surgeon that their dog or dogs have been spayed or neutered. Any dog for which no certificate is presented, certifying that such dog has been spayed or neutered, or for which a licensed veterinarian cannot certify that such dog has been spayed or neutered, shall be considered a not-spayed dog or not-neutered dog, and the owner shall be charged a license as though such dog were unaltered.

D. Certificate of Rabies Immunity: At time of application for a dog license, a current certification of rabies immunity from a licensed veterinarian must be presented.

- E. Conditions of Issuance: Licenses issued in accordance with this chapter are conditioned upon compliance of the owner with all provisions of this chapter and other applicable state and local laws. Any license may be revoked if the person holding the license refuses or fails to comply with this chapter or any state or local law governing cruelty to animals or keeping of animals.

5-1-4: **RESTRICTED AND PROHIBITED ACTS:**

Nuisances

1. Noisy Dog: It is a violation of this chapter for any owner of a dog to fail to exercise the reasonably necessary proper care of his/her animal in order to prevent it from disturbing the peace and quiet of persons residing in the neighborhood by allowing such dog to continue barking, howling and/or whining, audible beyond the property line of the premises on which the dog is located, for more than thirty (30) minutes. If it is determined that there is a prowler or something taunting the animal, a notice of violation will not be issued.
 2. Dogs at Large: It is a violation of this chapter for any person who owns, harbors or possesses a dog, whether licensed or not, to allow such dog to be at large, as defined by this Chapter, upon the streets or alleys of the County, or in any public place in the County, except for designated off-leash areas, or upon any other premises within the County without the consent of the person in possession of such premises. See Idaho Code § 25-2803 and 25-2804 and any amendments.
 3. Female Dogs in Heat: Each female dog, when in heat, shall be under control or penned or enclosed in such a manner as to preclude at large dogs from contacting such female dog.
 4. Unneutered Dogs at Large: It is a separate violation of this chapter for any owner of any unneutered dog that is found to be at large.
 5. Failure to Remove Waste: It shall be unlawful for any person who owns, possesses or controls a dog to fail to promptly remove and dispose of any feces left by his/her dog on any sidewalk, street or public owned property or private property (other than the property of the owner of the dog or of a person who has consented to the presence of the dog on his/her property). This provision shall not apply to an assistance dog accompanying a handicapped person who, by reason of his/her disability, is unable to remove and properly dispose of the feces.
- B. Rabies Suspects: It shall be unlawful for a person to keep or harbor any dog afflicted with rabies. The owner of a dog showing symptoms of rabies, or of an unvaccinated dog which has bitten any person causing an abrasion or break in the skin, has a duty to surrender the dog for confinement at the animal shelter, or to a licensed veterinarian, for a minimum of ten (10) days, for impoundment in accordance with Section 5-3-6 of this chapter.
- C. Vicious Dogs: It shall be unlawful for the owner of a vicious dog or for the owner of premises on which a vicious dog is present to harbor a vicious dog outside a secure enclosure. A secure

enclosure is one from which the animal cannot escape and for which exit and entry is controlled by the owner of the premises or owner of the animal. Any vicious dog removed from the secure enclosure must be restrained sufficiently to control the vicious dog. Any person who violates the provisions of this section is guilty of a misdemeanor. For a second or subsequent violation of this subsection, the Animal Care and Control Officer may, in the interest of public safety, impound the dog. The Shelter Master shall have the authority to either retrain the dog and place the animal for adoption or to order the vicious dog destroyed if the shelter is unable to release the animal to a responsible owner. See Idaho Code § 25-2805 and any amendments.

- D. Possession of Impounded Dogs: Except as authorized by the Shelter Master, no person shall have in his or her possession, care, custody or control any dog that has been impounded by the Animal Care and Control Officer and has not been properly released by the Shelter Master following payment of all impoundment fees and costs.
- E. Concealing Animals: It is a violation of this chapter to conceal any animal for the purpose and with the intent to violate this chapter or to prevent or interfere or hinder the Animal Care and Control Officer's enforcement of any part of this chapter.

5-1-5: IMPOUNDING:

- A. Power To Impound: Any dog at large may be impounded by the Animal Care and Control Officer and delivered to an animal shelter and there confined in a humane manner.
- B. Redemption: At any time that a dog is so impounded, the owner or keeper of the dog may redeem the same by paying to the Shelter Master the expenses incurred by the animal shelter for such impoundment. The owner reclaiming an impounded animal may also be cited for a violation of this chapter.
- C. Alternative to Impoundment: Notwithstanding the provisions of this section, if a dog is found at large and its owner can be identified and located, such animal need not be impounded but may, instead, be taken to its owner and the owner may be cited for a violation of this chapter.

5-1-6: RABID DOG:

- A. Impoundment of Suspect Animal: If any dog is believed to have rabies, has been bitten by any animal suspected of having rabies, or has bitten any person causing laceration or abrasion of the skin, such dog shall be impounded in the animal shelter by the Animal Care and Control Officer or other authorized County Representative.
- B. Registry: The Shelter Master or some other designated official upon receiving any such dog, shall make a complete registry, entering the breed, color, and gender of such dog, and whether licensed, and shall also make record of the incident which led to the impounding of the dog. If the dog is licensed, the Shelter Master shall enter the name and address of the owner and the number of the license tag.

- C. Notice to Owner: Not later than three (3) days after the impounding of any such dog, the owner shall be notified by the Shelter Master, if the owner of the dog is known.
- D. Quarantine: The dog is to be quarantined in the animal shelter, segregated from other animals, for a period of ten (10) days. At the owner's request and expense, the dog may be quarantined at a licensed veterinarian.
 - 1. No Symptoms Shown: At the end of the ten (10) day period of impoundment, a licensed veterinarian shall inspect the dog and if the dog shows no symptoms of rabies, the veterinarian may authorize the release of the dog after vaccinating the dog for rabies.
 - 2. Symptoms Shown: If the dog shows symptoms of rabies, or is suspected by the veterinarian of being infected with rabies, the veterinarian may direct whatever disposition of the dog he may deem necessary, including, but not limited to, destroying the dog for confirmatory testing.
- E. Redemption: Following the ten (10) day impoundment, the owner of the impounded dog released by the veterinarian may reclaim such dog on payment of all costs and charges incurred by the animal shelter for impounding and maintenance of the dog.
- F. Unclaimed Dog: If any dog so impounded is not claimed by the owner thereof at the expiration of twenty (20) days following release by the veterinarian, such dog may be placed for adoption.
- G. Notice To Victim: The shelter master shall provide the veterinarian's rabies determination to the Sheriff's office, which shall attempt to notify the victim of the dog bite.

5-1-7: **ADOPTION; FEE:** The Shelter Master is authorized to place for adoption any animal, which has been impounded for a period of not less than seven (7) days, excluding weekends and holidays. Any person wishing to adopt an animal shall pay to the Shelter Master an adoption fee as established by the animal shelter.

5-1-8: **FINES, FEES AND PENALTIES:**

- A. Any person violating any of the provisions of this Chapter for which a fixed punishment has not been designated shall be deemed to have committed an infraction punishable in accordance with Idaho Code.
- B. The license fees are those fees set forth by resolution of the Teton County Board of Commissioners.

- C. Fines and fees are required to be paid even if the dog owner chooses not to reclaim the impounded animal from the animal shelter.
- D. Unless otherwise provided by ordinance, in addition to infraction penalties, the following fees regarding maintenance and impounding of animals are the responsibility of the dog owner:
 - 1. For keeping any dog: the shelter's daily rate.
 - 2. For veterinary expense: the actual cost thereof.
- E. Fines for maintenance and impounding of animals shall be paid to the Shelter Manager.
- F. In the event that any fine is not paid within ten days it may be assessed with interest against any person so charged, or a complaint for an ordinance violation or failure to pay an ordinance fine may be filed in the magistrate division of the district court, and, upon conviction, the court may assess costs of collection and/or court costs in addition to the prescribed penalties.

SECTION 2. All ordinances, resolutions or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, according to law.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO, this ____ day of _____, 2016.

Bill Leake, Chair

ATTEST: _____
Mary Lou Hansen, Clerk

From: [Bill Leake](#)
To: [Holly Wolgamott](#)
Subject: Fwd: Request to Approve and Expand Content and Dollar Amount of FY 17 Contract for Prosecutor/Public Defender WESTLAW on or before December 12th
Date: Wednesday, November 30, 2016 5:00:29 PM
Attachments: [WESTLAW CONTRACT for Expanded Content Letter to Commissioners.doc](#)

Holly, please include on our Dec 12th BoCC meeting. Thanks, Bill

----- Forwarded message -----

From: **Burt Butler** <BBUTLER@co.bonneville.id.us>

Date: Wed, Nov 30, 2016 at 11:34 AM

Subject: Request to Approve and Expand Content and Dollar Amount of FY 17 Contract for Prosecutor/Public Defender WESTLAW on or before December 12th

To: "Bill Baxter (bbaxter@co.fremont.id.us)" <bbaxter@co.fremont.id.us>, Bill Leake Teton County Commissioner <bleake@co.teton.id.us>, Brian Farnsworth <bfarnsworth@co.jefferson.id.us>, "Brian Harrell (kingmtnsupply@hotmail.com)" <kingmtnsupply@hotmail.com>, Cindy Riegel Teton County Commissioner <criegel@co.teton.id.us>, Dave Radford <dradford@co.bonneville.id.us>, "Doyle Lamb (dlambs@custertel.net)" <dlambs@custertel.net>, "Fred Martinez (fmartinez@co.jefferson.id.us)" <fmartinez@co.jefferson.id.us>, Greg Shenton <shentonwd31@mudlake.net>, Jerald Raymond <jraymond@co.jefferson.id.us>, Jon Jakovac <jakovacjd@centurylink.net>, Jon Weber <themillennialman@yahoo.com>, Jordan Stoddard <jstoddard@co.fremont.id.us>, Kelly Park <kpark@co.teton.id.us>, Ken Miner <kminer84@gmail.com>, Kimber Ricks <dkricks@juno.com>, Ladd Carter <lcarter@co.bingham.id.us>, Lee Miller <lmiller@co.fremont.id.us>, Lee Staker <lstaker@co.bonneville.id.us>, "Lin Hintze (lin.hintze@gmail.com)" <lin.hintze@gmail.com>, Mark Bair <mbair@co.bingham.id.us>, Nick Hillman <nhillman@mudlake.net>, Richard Snyder <ricksnyder54@hotmail.com>, Roger Christensen <rchristensen@co.bonneville.id.us>, Rose Bernal <rbernal@atcnet.net>, Scott Hancock <shancock@co.jefferson.id.us>, Seth Beal <bealseth@yahoo.com>, Todd Shenton <todshenton@msn.com>, Todd Smith <tsmith5050@msn.com>, Wayne Butts <wayne_butts@hotmail.com>, Whitney Manwaring <wmanwaring@co.bingham.id.us>

ELECTED CLERKS-

Most of our County Commissions meet on December 12th.

I will be forwarding the attached proposed contract and this email to the 30 County Commissioners and 10 elected prosecutors.

Please put this on your County Commission agenda for review and hopefully approval on or before December 12th.

If your County Minutes could reflect that -

Proposed WESTLAW contract to expand Content and increase Dollar Amount of FY 17 for Prosecutor/Public Defender WESTLAW was approved; and Bonneville County is authorized to sign the district-wide contract on behalf of _____ County.

Any questions, please call. My cell phone is [208-589-1509](tel:208-589-1509) and I am available 24/7.

Thanks.

Burt Butler

Trial Court Administrator

605 North Capital Avenue

Idaho Falls, Idaho 83402

Office [208-529-1350 ext 1199](tel:208-529-1350)

Cell [208-589-1509](tel:208-589-1509)

Fax [208-529-1310](tel:208-529-1310)

Email: bbutler@co.bonneville.id.us

Burt Butler

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Email: bbutler@co.bonneville.id.us

RESOLUTION NO. _____ - 16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, IDAHO, FINDING A SHORTAGE OF SAFE OR SANITARY DWELLING ACCOMODATIONS IN TETON COUNTY AVAILABLE AND AFFORDABLE TO PERSONS OF LOW INCOME; DECLARING A NEED FOR A HOUSING AUTHORITY TO OPERATE WITHIN TETON COUNTY; AND AUTHORIZING THE APPOINTMENT OF A JOINT HOUSING AUTHORITY WITH THE CITIES OF DRIGGS, TETONIA AND VICTOR, IDAHO.

THIS RESOLUTION, made on the date hereinafter set forth by the Board of County Commissioners for Teton County, Idaho, hereinafter referred to as the "County."

WHEREAS, the County has received and reviewed the Housing Needs Assessment, dated November 18, 2014, which was prepared for Teton County and neighboring counties by qualified consultants;

WHEREAS, said Housing Needs Assessment, shows that there is a shortage of safe or sanitary dwelling accommodations in Teton County, including in the cities of Driggs, Tetonia and Victor, that are available and affordable to persons of low income;

WHEREAS, the need for affordable housing for persons of low income appears to be increasing and to require programs which a housing authority is empowered to provide;

NOW THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, IDAHO, AS FOLLOWS:

Pursuant to Idaho Code Section 31-4205,

The County finds that there is a shortage of safe or sanitary dwelling accommodations in Teton County available to persons of low income or rentals they can afford.

The County hereby joins with the Cities of Driggs, Tetonia and Victor, Idaho in the creation of the joint Teton County-Driggs-Tetonia-Victor Housing Authority, which shall become active upon the appointment of two commissioners by Teton County, two commissioners by County of Driggs, two commissioners by County of Victor and one commissioner by County of Tetonia.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Board of County Commissioners of Teton County, Idaho, on December 12, 2016. Signed by the Chair, and attested by the County Clerk, on this _____ day of _____ 2016.

APPROVED:

ATTEST:

By _____
Bill Leake, Chair

By _____
Clerk

2016 ELECTION BALLOT
For
CATASTROPHIC HEALTH CARE COST PROGRAM BOARD MEMBERS
*(Must be received in the CAT Office by No Later Than **December 23rd** to be counted.)*

PLEASE VOTE FOR ONLY ONE CANDIDATE

DISTRICT 6

- ROGER CHRISTENSEN, BONNEVILLE COUNTY COMMISSIONER
- WRITE-IN _____

County Responding: _____

_____ Commissioner, Chairman

_____ Commissioner

Attest:

_____ County Clerk