TETON COUNTY

BOARD OF COUNTY COMMISSIONERS MINUTES

October 27, 2025
9:00 a.m.
First Floor Commissioners' Meeting Room
150 Courthouse Dr, Driggs, ID 83422

Commissioners Present:	Brad Wolfe
	Ron James
	Dan Powers
Staff:	Dan Reyes, County Manager
	Kim Keeley, Clerk
	Shaydin Heward

1. MEETING CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

MOVER: Dan Powers
SECONDER: Ron James

Approve the agenda.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. ACTION ITEMS: CONSENT AGENDA

MOVER: Dan Powers
SECONDER: Ron James

Approve the consent agenda as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

1. Claims Report

   Approve the Claims Report as presented.

2. Action Item: Certificate of Residency

5. OPEN MIC

Michael Whitfield 12.6 Mr. Whitfield expressed concerns that the settlement could increase the County's risk, particularly regarding the trestle. He noted that similar issues were previously denied before the Board multiple times. He also expressed concern about potential impacts on Wildflowers.

Mayor August Christianson 12.6 Mayor Christianson expressed concern for the Board regarding potential litigation and stated that she believes the area should not be developed or built on.

Bryan McDermott ,12.6 Mr. McDermott referenced the County's economic plan from Teton County's website and urged the Board to reject the proposed project.

Jade Krueger 12.6 Ms. Krueger disagreed with how the process transpired and expressed concerns about application fees and the overall application process.

Kurt Behle 12.6 Mr. Behle addressed public concerns, stating that he feels the public is misinformed. He referred to the relevant code to affirm that the Board is following proper procedures.

Leah Wiggs 9.1 Ms. Wiggs spoke in favor of adopting the CPACE program and highlighted its potential benefits for the County.

Ann Callison 9.1 Ms. Callison expressed disagreement with the action, citing concerns that additional development could negatively impact tourism and lower property values.

Cindy Riegel 12.6 Ms. Riegel questioned why the application was submitted under the old code and disagreed with the settlement agreement. She also expressed concern regarding private phone calls with Curt Behle.

Tom 12.6 Tom expressed concern that the applicant is allowed to submit under the old code and felt that the applicant should be required to pay processing fees again.

Rebecca Baker 12.6 Ms. Baker stated that the settlement agreement lacks public access and disagreed with the process, emphasizing that all applicants should be held to the same standards.

6. FAIR

1. 9:00am MT Public Hearing/Action Item: Fee Increase for Fair Facilities Rentals

   Fair administrator, Hallie Poirer, presented the proposed fee changes.

   Public comment open at 9:53.

   No one present wished to speak.

   Public comment closed at 9:53.

The Board has no further comment

MOVER: Ron James
SECONDER: Dan Powers

Adopt resolution 2025-1027 B as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

7. PUBLIC WORKS

1. Report: Public Works Dept. Update

   Public Works Director Daryl Johnson presented his Report.

2. Action Item – Resolution 2025-1027 Project Green Light

   National Campaign – November 4–11 Green floodlights are displayed on the building as part of a nationally broadcasted campaign supporting Veterans.

   MOVER: Dan Powers
   SECONDER: Ron James

   Approve Resolution 2025-1027A as read.

   AYES (3): Brad Wolfe, Ron James, and Dan Powers

   Adopted (3 to 0)

3. Action Item – 2026 Local Rural Highway Investment Program

   Grant for Fox creek Bridge $100,000 doesn't require match.

   MOVER: Ron James
   SECONDER: Brad Wolfe

   Approve the LHTAC Local Rural Highway Investment Program Grant Application Proposal to partially fund the Fox Creek bridge replacement at W6000S maximum project 150,000 with no county match.

   AYES (3): Brad Wolfe, Ron James, and Dan Powers

   Adopted (3 to 0)

4. Action Item – 2026 Off-system Bridge Application

   Grant – Off-System Bridge Application. A grant application has been submitted for $3,000,000 to support an off-system bridge project. No local match is required.

MOVER: Dan Powers
SECONDER: Ron James

Approve the LHTAC Federal-aid Bridge Program 2026 application proposal for the replacement of the Rammell Moutain Road bridge over Badger Creek 3,000,000 maximum cost with no match.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

5. Action Item – 2025 Wood Chipping Contract

Contract of woodchipping $128,200 to Arbor Works Organics.

MOVER: Ron James
SECONDER: Brad Wolfe

Approve awarding the 2025 Wood Chipping contract to Arbor Works Organics for a not to exceed cost of $128,200. Wood chipping costs to be paid from line item 223-00-44083.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

6. Action Item – Attendance at Idaho's 2025 Local Transportation Convention

MOVER: Brad Wolfe
SECONDER: Ron James

Approve the Public Works Director's attendance at the Idaho 2025 Local Transportation Convention in Boise November 10-13. Costs to be paid from 001-08-42000.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

7. Action Item – Solid Waste Low Speed Waste Grinder Purchase

MOVER: Dan Powers
SECONDER: Ron James

Approve a three month lease for the Vermeer solid waste grinder at $65,000 per month with the option to purchase at the end of the lease and the understanding that 100% of lease payments will go towards the purchase price. Funds to be paid from 223-00-80200.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

8. Action Item – R&B 2026 Chevrolet 1500 Fleet Vehicle Purchase

MOVER: Brad Wolfe
SECONDER: Ron James

Approve the Road & Bridge purchase of a 2026 Chevrolet 1500 crew cab pickup fleet vehicle as presented. Purchase to be paid through Road & Bridge line item 202-00-80300 With the condition that we hold off on the purchase until after meeting with fleet management.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

9. Action Item – Survey Grade Trimble GPS Equipment

MOVER: Dan Powers
SECONDER: Ron James

Approve the GPS survey grade packet from Frontier Precision as presented. The $32,500 purchase to be paid from 202-00-80500.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

8. CLERK

1. Action Item: Approve the Minutes

MOVER: Brad Wolfe
SECONDER: Ron James

Approve the minutes of 10/16/2025 as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

2. Action Item: Juvenile Justice Annual Report

Clerk Kim Keeley presented her report

MOVER: Brad Wolfe
SECONDER: Ron James

Motion to Approve Juvenile Justice Annual Report.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

9. OPERATIONS

1. DISCUSSION ITEM – Commercial Property Assessed Capital Expenditure Act

   County administrator Dan Reyes presented the item. CEO Brian Dunn from Cardinal Lands, was present to answer questions. The Board asked about financial impact to the county.

10. PROSECUTOR

1. Action Item – Engagement Letter with RKG

   To listen to the Motion

   MOVER: Dan Powers
   SECONDER: Ron James

   Approve fiscal year 2025 RKG legal solutions engagement agreement for legal services. Approve engagement letter as presented.

   AYES (3): Brad Wolfe, Ron James, and Dan Powers

   Adopted (3 to 0)

11. PUBLIC APPEARANCE

1. 11:10 am MT Public Appearance from Valley Adaptive Sports

   Teton Valley Adaptive Sports Director Nate Carey presented a report regarding the match grant. Mr. Carey asked the Board to clarify what the County's match would be, noting that it could be provided as $300,000 in-kind services or cash.

2. 11:30 am MT Public Appearance: Teton County Idaho Joint Housing Authority Executive Director Jerod Pfeffer

   Housing Executive Director Jerod Pfeffer-Mr. Pfeffer discussed ongoing housing projects, emphasizing the need for available sites, gap funding, and continued administrative support. He requested the creation of a semiannual meeting with local agencies, including cities and counties, to coordinate efforts. Regarding the 175 Front Street project, he noted that the project is moving forward with Idaho Housing Trust gap funds and includes three county-owned employee housing units.

12. COMMISSIONERS

1. ELECTED OFFICIALS & DEPARTMENT HEADS MEETING

This meeting was not held.

2. EXECUTIVE SESSION: 74-206(1)(f) Legal

MOVER: Brad Wolfe
SECONDER: Ron James

Go into executive session per IC74-206(1)(f) legal.

Roll call vote.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

MOVER: Brad Wolfe

Come out of executive session.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. EXECUTIVE SESSION: 74-206(1)(B) Personnel

MOVER: Brad Wolfe
SECONDER: Ron James

Go into executive session per IC74-206(1)(b) Personnel.

Roll call vote.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

MOVER: Brad Wolfe
SECONDER: Ron James

Come out of executive session.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. COMMISSIONER'S REPORTS

Commissioner James mentioned that the IAC Legislative meeting is October 29th at 10 AM.

Listened to the Victor meeting regarding their zone change and approval of the new wastewater facility.

Commissioner Wolfe attended the 5C Juvenile Board meeting. That Board is having a tour for the facility in the hopes that more counties will join the facility.

5. Action Item – FY26 Budget Changes

The boarded scheduled a a special meting 11-17-22025 At 9:00 am to address this item.

Approve changes to the Fiscal year 26 budget as discussed.

6. Action Item – Settlement Agreement Liberty et al v Teton

The Board will address this item at the November 10th meeting. Commissioner powers expressed the opinion that if it is the same application then it needs to go to judicial review. If it is a new application it should bee under the Land Development Code. Commissioner James requested a little more legal review based on public comment.

13. PLANNING AND ZONING

1. 1:00 PM ACTION ITEM - PUBLIC HEARING: Flag Ranch Preliminary Plat Hearing

Senior Planner Dan Leemon presented the staff report.

Planning administrator Josh Chase presented report.

Applicant Kevin Mayberry -Mr. Mayberry was present to answer questions from the Board. The Board inquired whether the acquired water rights would be available to all lot owners. Mr. Mayberry noted that the water rights are currently in limbo pending clarification from the state regarding the new water restriction law.

Public Comment opened at 1:22 Pm

No one present wished to speak.

Public Comment Closed 1:23 pm

MOVER: Dan Powers
SECONDER: Ron James

Having concluded that the Criteria for Approval of a Subdivision Preliminary Plat found in LDC (LDC 4-13-D) can be satisfied, I move to APPROVE the Preliminary Plat Application for the Flag Ranch Subdivision as described in the application materials submitted June 23rd, 2025, with the inclusion of additional applicant information attached to this staff report and the following conditions of approve:

1.Comply with conservation plan and complete a final technical survey review.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

2. 1:15 PM - PUBLIC HEARING: Pitzer/Hunter Major Plat Amendment Hearing

Panning Administrator Joshua Chase presented staff report

Alison Taylor Harmony Engineering Applicant Representative:
Ms. Taylor was present to answer questions from the Board regarding the application. The Board had no questions.

Public hearing Opened at 1:34 pm

Public hearing closed 1:35 pm

MOVER: Ron James
SECONDER: Brad Wolfe

Motions:
Upon review and deliberation of the application for a major plat modification on E 5000 N in Teton County, to create a total of four parcels within State Line Subdivision, the BoCC may consider a potential motion for action on the application:

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Approve: Having concluded that the Criteria for Approval of a Major Plat Modification found in LDC 4-E have been met, I move to APPROVE the application for a plat modification on E 5000 N in Teton County, to create a total of four parcels within State Line Subdivision as described in the application materials submitted July 8, 2025 and as supplemented with additional applicant information attached to this staff report, along with the following conditions:

Conditions

1.Comply with Conservation Plan done.
2. Complete a final technical survey review

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. 1:30 PM - PUBLIC HEARING: My Own Private Idaho - Wetland Variance Hearing Appeal

Planner Dan Leemon presented staff report.

Ted VonHolland – Harmony Engineering (Applicant Representative):
Mr. VonHolland discussed the proposed homesites and provided several

reasons why the applicant's proposal is the most appropriate option. He addressed site considerations, feasibility, and alignment with local requirements.

General Contractor (on behalf of Victoria Wood):
The general contractor spoke regarding the proposed placement of the home and noted that multiple permit applications have already been submitted. He emphasized that the plan reflects the client's wishes and design intent.

Victoria Wood – Property Owner:
Ms. Wood commented on potential homesite locations and shared her perspective on preferred placement and project goals.

Public hearing Open 2:09

Dennis Gertemenian –Watermaster, Grouse Canal Company Mr. Gertemenian spoke in opposition to the proposed variance. He outlined ongoing challenges in maintaining the ditch and keeping it clear, noting that the property's geography already presents difficulties. Mr. Gertemenian expressed concern that the proposed construction would further exacerbate these issues.

Julie Morley -Ms. Morley spoke in opposition to the variance request. She expressed concern about potential future development of the property and noted that she collected 60 signatures from individuals also opposed to the proposed project. Her primary concern centered on the placement of the septic system and the potential risk it could pose to the local water system if installed.

Phil Orton

Mr. Orton spoke in opposition to the variance. He expressed concern regarding the proposed placement of the septic system and its potential impacts on the surrounding area.

Ron Hansen-Mr. Hansen spoke in opposition to the variance. He stated that the road serving the area was constructed by Lyn Moses, not by Teton County. Mr. Hansen expressed concern about potential impacts to the water system and questioned what recourse would exist if the property owner failed to follow through on maintenance or mitigation commitments

Anne Callison -Ms. Callison spoke in opposition to the variance. She expressed concern about flooding in the area and the potential negative impacts the project could have on local water quality.

Susie Herman -Ms. Herman spoke in opposition to the variance. She referenced the existing fire code in place at the time the property was purchased and expressed concerns regarding the proposed placement of both the septic system and the homesite. Ms. Herman also voiced worries about potential water pollution resulting from the project.

Tim Morley -Mr. Morley spoke in opposition to the variance, expressing concern about the transparency of the process and the information provided to the public.

Shelly Lowe -Ms. Lowe spoke in opposition to the variance, citing concerns about the nearby irrigation channel and the potential for contamination or negative environmental impacts.

Neutral position:

Will StubbleField -Mr. StubbleField spoke regarding the Land Development Code's emphasis on preserving water quality and protecting the environment. He highlighted the importance of safeguarding local water resources, noting that clean water is essential for everyone, and referenced Section 5-4-2 of the code in his remarks.

Ida Hansen -Ms. Hansen stated that the Board should rely on the expertise of the professionals who reviewed and approved the necessary permits. She also expressed concern about the proposed placement of the septic system.

For the Proposal

Nobody wished to speak

Applicants Rebuttal.

Ted VonHolland, Harmony Engineering- Mr. VonHolland addressed the concerns raised by opponents, stating that many of the issues do not apply to the proposed project. Drawing on his experience as an environmental engineer, he expressed confidence that the project is safe and in compliance with relevant standards.

Public Hearing closed at 3:07 PM.

Board deliberation. The Board discussed weighing the public testimony versus the recommendations of various state and federal agencies. The Board discussed asking the engineer to put together an alternate plan for the septic.

MOVER: Dan Powers
SECONDER: Ron James

Having concluded that the Review Criteria of a Variance and other code found in the Land Development Code, Sections 4-9, 4-15 and 5-4-2, can be satisfied, with the inclusion of the following conditions of approval,

1. The applicant septic tank and leach field be located on the north side of the irrigation canal,

I move to OVERTURN the Planning and Zoning Commission decision and APPROVE the Variance for My Own Private Idaho, LLC as requested in the application materials submitted September 12, 2025 with the following findings:

1.The variance asked for is the minimum necessary, specifically referring the impacts of cut and fill on to the hillside if the house were to be located at the top of the hill.

2. There were no special circumstances due to inaction of the owner to consider alternat location.

3.Based on public comments, with the exception of the septic system, the variance does appear to be in conflict with the public's interest.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. ACTION ITEM: Peaked Mountain Ranch Letter of Understanding

Mr. Chase presented the item. The Board asked about any financial surety issues. Mr. Chase stated that the original surety has expired so the new developers would need to provide new financial surety. He directed the Board to identify any issues and send them to legal to work on a final letter of understanding to be approved in a future meeting.

Jeremy Ballanco and Tim Lieberman, the developers, were present to answer any questions. They are intending to proceed with the development as it was approved.

5. ACTION ITEM: Svenskaland Subdivision Extension Reconsideration

Mr. Chase presented the item. He reported that the County Attorney had not identified any current ways to reconsider the extension. there is a possible legislative fix, but that would be for a future application.

Lars Marmsater, the applicant, cited a prior extension that had been granted in June of 2025 to La Duranzo.

The Board discussed tabling the item and allowing the applicant to craft a legal argument.

No action was taken.

6. ACTION ITEM: Targhee Hill Estates Development Agreement Renegotiation

This item was not discussed.

7. ACTION ITEM: Leigh Creek Estates HOA Minor Plat Amendment Written Decision

   This item was not discussed.

8. DISCUSSION ITEM: City of Tetonia AOI Discussion

   Mr. Chase asked the Board for a meeting time that would accommodate the Mayor of Tetonia's schedule. The Board suggested 4 PM at future meetings.

9. DISCUSSION ITEM: Proposed LDC Amendments

   Mr. Chase presented the item. The question at hand is whether the requests should be part of a broader amending of the LDC or if they should be applied for by individuals.

   Tom Hedges was present to pitch his code amendment proposals. He believes the LDC is over restrictive. As an example, the LDC does not allow for the rebuilding of the Spud Drive-in theater.

   The Board discussed adding indoor recreation to the current LDC amendment process. The Board asked if Mr. Chase had capacity to add more amendments to the current process.

14. ADJOURNMENT

MOVER: Ron James
SECONDER: Dan Powers

Adjourn the meeting.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

Teton County, ID

Expense Approval Report
By Fund

Post Dates 9/29/2025 - 9/29/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND (CURRENT EXPENSE)					
Dept: 14 - INFORMATION TECHNOLOGY					
Account: 45011 - AIR CARDS					
AT&T MOBILITY-CC	VHT082025	09/29/2025	AIRCARDS	001-14-45011	415.65
				Account 45011 - AIR CARDS Total:	**415.65**
				Dept 14 - INFORMATION TECHNOLOGY Total:	**415.65**
Dept: 20 - JAIL					
Account: 42970 - PRISONER HOUSING					
MADISON COUNTY SHERIFF O...	SEPTEMBER HOUSING	09/29/2025	PRISONER HOUSING	001-20-42970	1,350.00
JEFFERSON COUNTY SHERIFF	09/01-09/30/25	09/29/2025	September Inmate Housing	001-20-42970	26,235.00
MADISON COUNTY SHERIFF O...	8/01-8/31/25	09/29/2025	INMATE HOUSING	001-20-42970	2,070.00
				Account 42970 - PRISONER HOUSING Total:	**29,655.00**
				Dept 20 - JAIL Total:	**29,655.00**
				Fund 001 - GENERAL FUND (CURRENT EXPENSE) Total:	**30,070.65**
Fund: 202 - ROAD & BRIDGE					
Dept: 00 - NO DEPARTMENT					
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
HARMONY DESIGN & ENGINE...	25505	09/29/2025	SS4A	202-00-44000	7,840.43
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**7,840.43**
				Dept 00 - NO DEPARTMENT Total:	**7,840.43**
				Fund 202 - ROAD & BRIDGE Total:	**7,840.43**
Fund: 282 - FAIRGROUNDS & FAIR					
Dept: 00 - NO DEPARTMENT					
Account: 45006 - PORTABLE TOILETS					
A-1 RENTAL	353463Q-1	09/29/2025	TOILETS	282-00-45006	137.00
A-1 RENTAL	370519C-1	09/29/2025	ADA TOILET	282-00-45006	158.00
A-1 RENTAL	370525-1	09/29/2025	TOILETS	282-00-45006	593.00
				Account 45006 - PORTABLE TOILETS Total:	**888.00**
				Dept 00 - NO DEPARTMENT Total:	**888.00**
				Fund 282 - FAIRGROUNDS & FAIR Total:	**888.00**
				Grand Total:	**38,799.08**

Brad Wolfe, Chair

Dan Powers

Ron James

Attest:

Kim Keeley, Clerk

Teton County, ID

Expense Approval Report
By Fund

Post Dates 10/27/2025 - 10/27/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND (CURRENT EXPENSE)					
Dept: 01 - CLERK / AUDITOR					
Account: 42000 - TRAINING EXPENSES					
IDAHO ASSOC OF COUNTIES	IAC-260233	10/27/2025	FCOI	001-01-42000	50.00
				Account 42000 - TRAINING EXPENSES Total:	**50.00**
				Dept 01 - CLERK / AUDITOR Total:	**50.00**
Dept: 02 - ASSESSOR					
Account: 42000 - TRAINING EXPENSES					
IDAHO ASSOC OF COUNTIES	IAC-260251	10/27/2025	FALL TRAINING	001-02-42000	50.00
				Account 42000 - TRAINING EXPENSES Total:	**50.00**
				Dept 02 - ASSESSOR Total:	**50.00**
Dept: 04 - SHERIFF					
Account: 42000 - TRAINING EXPENSES					
KAUFMAN, JAKE	[phone redacted]	10/27/2025	TRAINING EXPENSE- FOOD FO...	001-04-42000	29.36
				Account 42000 - TRAINING EXPENSES Total:	**29.36**
Account: 42100 - SUPPLIES					
INDUSTRIAL ORGANIZATIONAL..	A64235A	10/27/2025	NCJOSI^2 EXAM	001-04-42100	49.00
				Account 42100 - SUPPLIES Total:	**49.00**
Account: 42328 - DUES / MEMBERSHIPS					
WESTERN RECORDS DESTRUCT..	0774316	10/27/2025	Reords Destruction	001-04-42328	165.00
				Account 42328 - DUES / MEMBERSHIPS Total:	**165.00**
Account: 42520 - POSTAGE					
PEAK INDUSTRIES GROUP LLC	65993	10/27/2025	EVIDENCE SHIPPING	001-04-42520	15.96
PEAK INDUSTRIES GROUP LLC	66223	10/27/2025	LIFELOC SHIPMENT	001-04-42520	24.04
				Account 42520 - POSTAGE Total:	**40.00**
Account: 43004 - REPAIRS/MAINT-VEHICLES					
CLAIR & DEES POINT S - DRIG...	3148687	10/27/2025	Oild change Tacoma	001-04-43004	95.78
TETON VALLEY AUTO REPAIR	69782	10/27/2025	Vehicle Repair #29	001-04-43004	300.00
O'REILLY AUTO PARTS	5592-311431	10/27/2025	#38 Vehicle	001-04-43004	321.98
AUTO WRANGLERS TOWING	25-0903-303	10/27/2025	PATROL TOW	001-04-43004	254.20
TETON VALLEY AUTO REPAIR	70112	10/27/2025	Vehicle Repairs #38	001-04-43004	2,990.04
CLAIR & DEES POINT S - DRIG...	920001535	10/27/2025	VEHICLE #31	001-04-43004	130.66
				Account 43004 - REPAIRS/MAINT-VEHICLES Total:	**4,092.66**
				Dept 04 - SHERIFF Total:	**4,376.02**
Dept: 09 - COURTHOUSE					
Account: 42100 - SUPPLIES					
R & S DISTRIBUTING	123786	10/27/2025	JANITOR SUPPLIES	001-09-42100	134.76
				Account 42100 - SUPPLIES Total:	**134.76**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
GRUNDLER, ABBY	ABBY	10/27/2025	REIMBURSEMENT FOR FUEL C...	001-09-43081	57.89
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**57.89**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1087.01 SEPT25	10/27/2025	WATER & SEWER	001-09-45001	472.32
				Account 45001 - UTILITIES-SEWER Total:	**472.32**
				Dept 09 - COURTHOUSE Total:	**664.97**
Dept: 14 - INFORMATION TECHNOLOGY					
Account: 42090 - MISCELLANEOUS EXPENSES					
IDAHO ASSOC OF COUNTIES	IAC-260161	10/27/2025	DUES	001-14-42090	150.00
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**150.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 45005 - LANDLINE PHONES & INTERNET					
EDNETICS INC	INV-138544	10/27/2025	PHONE SERVICE	001-14-45005	1,410.35
				Account 45005 - LANDLINE PHONES & INTERNET Total:	**1,410.35**
				Dept 14 - INFORMATION TECHNOLOGY Total:	**1,560.35**
Dept: 17 - LAW ENFORCEMENT CENTER					
Account: 42100 - SUPPLIES					
R & S DISTRIBUTING	123742	10/27/2025	PAPER TOWEL DISPENSERS	001-17-42100	24.00
				Account 42100 - SUPPLIES Total:	**24.00**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1147.01 SEPT25	10/27/2025	WATER & SEWER	001-17-45001	471.23
				Account 45001 - UTILITIES-SEWER Total:	**471.23**
				Dept 17 - LAW ENFORCEMENT CENTER Total:	**495.23**
Dept: 18 - GENERAL					
Account: 42326 - CONTINGENCY ACCOUNT					
REYES, DAN	2025-IAC	10/27/2025	IAC MEAL	001-18-42326	30.00
WOLFE, BRAD	2025-IAC	10/27/2025	IAC MEALS	001-18-42326	199.20
JAMES, RON	2025-IAC	10/27/2025	IAC TRAVEL REIMBURSEMENTS	001-18-42326	156.31
				Account 42326 - CONTINGENCY ACCOUNT Total:	**385.51**
Account: 42328 - DUES / MEMBERSHIPS					
IDAHO ASSOC OF COUNTIES	IAC-260104	10/27/2025	IAC DUES	001-18-42328	5,415.72
				Account 42328 - DUES / MEMBERSHIPS Total:	**5,415.72**
				Dept 18 - GENERAL Total:	**5,801.23**
Dept: 20 - JAIL					
Account: 42210 - PRISONER - FOOD					
BROULIMS	05-474554	10/27/2025	Prisoner Food	001-20-42210	8.28
BROULIMS	01-570564	10/27/2025	Prisoner Food	001-20-42210	6.78
				Account 42210 - PRISONER - FOOD Total:	**15.06**
Account: 42230 - PRISONER - MED, HOSPITALS, ETC					
TETON VALLEY HEALTH CARE ...	359954V15468	10/27/2025	M.L.	001-20-42230	2.63
TETON VALLEY HEALTH CARE ...	428840V15468	10/27/2025	E.J.	001-20-42230	2.57
TETON VALLEY HEALTH CARE ...	449819V15468	10/27/2025	R.J.	001-20-42230	7.32
TETON VALLEY HEALTH CARE ...	459624V15468	10/27/2025	N.M.	001-20-42230	7.32
BRIGHTSIDE DENTAL	18279	10/27/2025	C.W.	001-20-42230	76.38
BRIGHTSIDE DENTAL	18280	10/27/2025	C.C.C.	001-20-42230	76.38
TETON VALLEY HEALTH CARE ...	427486415468	10/27/2025	K.S.	001-20-42230	2.57
EXPRESS LAB, LLC	9040	10/27/2025	Prisoner Labs	001-20-42230	70.00
JEFFERSON COUNTY SHERIFF	70707	10/27/2025	Jail Pharmacy	001-20-42230	641.51
TETON VALLEY HEALTH CARE ...	415315V15468	10/27/2025	C.N.	001-20-42230	2.57
				Account 42230 - PRISONER - MED, HOSPITALS, ETC Total:	**889.25**
				Dept 20 - JAIL Total:	**904.31**
Dept: 32 - BUXTON AVE					
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.0392.01 SEPT25	10/27/2025	WATER & SEWER	001-32-45001	105.42
				Account 45001 - UTILITIES-SEWER Total:	**105.42**
				Dept 32 - BUXTON AVE Total:	**105.42**
				Fund 001 - GENERAL FUND (CURRENT EXPENSE) Total:	**14,007.53**
Fund: 202 - ROAD & BRIDGE					
Dept: 00 - NO DEPARTMENT					
Account: 42000 - TRAINING EXPENSES					
LOCAL HIGHWAY TECHNICAL ...	T210925PMP-5	10/27/2025	EDUCATION	202-00-42000	400.00
LOCAL HIGHWAY TECHNICAL ...	T292425BM-6	10/27/2025	Education	202-00-42000	240.00
				Account 42000 - TRAINING EXPENSES Total:	**640.00**
Account: 42094 - EQUIPMENT - COONSUMMABLES					
JACKSON GROUP PETERBILT	707467IF	10/27/2025	EQUIPMENT	202-00-42094	60.42
				Account 42094 - EQUIPMENT - COONSUMMABLES Total:	**60.42**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 42100 - SUPPLIES					
R & S DISTRIBUTING	123742	10/27/2025	PAPER TOWEL DISPENSERS	202-00-42100	8.00
				Account 42100 - SUPPLIES Total:	**8.00**
Account: 42328 - DUES / MEMBERSHIPS					
IDAHO ASSOCIATION OF COU...	352	10/27/2025	DUES	202-00-42328	95.00
				Account 42328 - DUES / MEMBERSHIPS Total:	**95.00**
Account: 43000 - REPAIRS/MAINT-EQUIPMENT					
ARNOLD MACHINERY COMPA...	PS1076109/1	10/27/2025	EQUIPMENT	202-00-43000	97.87
WALK-N-ROLL	3086	10/27/2025	REPAIR EQUIPMMENT	202-00-43000	237.92
ROSSITER ELECTRIC MOTOR	84227	10/27/2025	maintain equipment	202-00-43000	1,232.50
KENWORTH SALES COMPANY	004p74058	10/27/2025	Equipment	202-00-43000	76.85
				Account 43000 - REPAIRS/MAINT-EQUIPMENT Total:	**1,645.14**
Account: 43005 - REPAIRS/MAINT-OTHER					
WESTERN STATES EQUIPMENT..	IN003367025	10/27/2025	REPAIRS	202-00-43005	647.83
				Account 43005 - REPAIRS/MAINT-OTHER Total:	**647.83**
Account: 43024 - VEHICLES - TIRES					
CLAIR & DEES POINT S - DRIG...	15300543	10/27/2025	TIRES	202-00-43024	1,506.14
				Account 43024 - VEHICLES - TIRES Total:	**1,506.14**
Account: 43082 - VEHICLES - LUBRICANTS					
JOHN C BERRY & SONS INC	21006	10/27/2025	OIL	202-00-43082	1,416.38
				Account 43082 - VEHICLES - LUBRICANTS Total:	**1,416.38**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
HARMONY DESIGN & ENGINE...	25605	10/27/2025	SS4A	202-00-44000	4,385.49
HARMONY DESIGN & ENGINE...	25661	10/27/2025	SS4A	202-00-44000	3,104.00
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**7,489.49**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.0003.01 SEPT25	10/27/2025	WATER & SEWER	202-00-45001	380.94
				Account 45001 - UTILITIES-SEWER Total:	**380.94**
				Dept 00 - NO DEPARTMENT Total:	**13,889.34**
				Fund 202 - ROAD & BRIDGE Total:	**13,889.34**
Fund: 206 - DISTRICT COURT & PROBATION					
Dept: 62 - PROBATION					
Account: 40200 - SALARIES					
DANIELA BARNHILL	DAYLEY	10/27/2025	BACKGROUND	206-62-40200	400.00
				Account 40200 - SALARIES Total:	**400.00**
Account: 42056 - ANKLE MONITORING					
SATELLITE TRACKING OF PEOP...	STPINV00133352	10/27/2025	ANKLE MONITORING	206-62-42056	230.75
				Account 42056 - ANKLE MONITORING Total:	**230.75**
Account: 42328 - DUES / MEMBERSHIPS					
IDAHO ASSOC OF COUNTY JU...	JJA-26037	10/27/2025	ANNUAL DUES	206-62-42328	100.00
				Account 42328 - DUES / MEMBERSHIPS Total:	**100.00**
				Dept 62 - PROBATION Total:	**730.75**
				Fund 206 - DISTRICT COURT & PROBATION Total:	**730.75**
Fund: 215 - CONSOLIDATED ELECTIONS					
Dept: 00 - NO DEPARTMENT					
Account: 42114 - BALLOT EXPENSES-ALL					
ELECTION SYSTEMS & SOFTW...	CD2130959	10/27/2025	MEDIA	215-00-42114	3,252.73
				Account 42114 - BALLOT EXPENSES-ALL Total:	**3,252.73**
				Dept 00 - NO DEPARTMENT Total:	**3,252.73**
				Fund 215 - CONSOLIDATED ELECTIONS Total:	**3,252.73**
Fund: 223 - SOLID WASTE					
Dept: 00 - NO DEPARTMENT					
Account: 42100 - SUPPLIES					
R & S DISTRIBUTING	123742	10/27/2025	PAPER TOWEL DISPENSERS	223-00-42100	16.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
R & S DISTRIBUTING	123785	10/27/2025	JANITOR SUPPLIES	223-00-42100	95.63
				Account 42100 - SUPPLIES Total:	**111.63**
Account: 43021 - SAFETY EQUIPMENT					
PARK, AUSTIN	AustinP09192025	10/27/2025	Winter Gear AP	223-00-43021	127.19
CAL RANCH STORES	69384 /2	10/27/2025	Safety/Outdoor Gear Canyon ...	223-00-43021	139.99
CAL RANCH STORES	69422/2f00076/2	10/27/2025	Winter Gear for JE	223-00-43021	444.97
				Account 43021 - SAFETY EQUIPMENT Total:	**712.15**
Account: 43080 - VEHICLES - FUEL					
JOHN C BERRY & SONS INC	SI-54630	10/27/2025	Howes	223-00-43080	93.38
				Account 43080 - VEHICLES - FUEL Total:	**93.38**
Account: 44079 - HAZARDOUS WASTE DISPOSAL					
DEZINE, MICHAEL	00061805	10/27/2025	Hazardous Waste Disposal Re...	223-00-44079	82.04
				Account 44079 - HAZARDOUS WASTE DISPOSAL Total:	**82.04**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1133.01 SEPT25	10/27/2025	WATER & SEWER	223-00-45001	90.23
				Account 45001 - UTILITIES-SEWER Total:	**90.23**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750007 SEPT25	10/27/2025	ELECTRICITY	223-00-45004	10.00
				Account 45004 - ELECTRICITY Total:	**10.00**
Account: 81000 - LOADER LEASE					
ARNOLD MACHINERY COMPA...	RS1002804-3	10/27/2025	Loader Rental 10/6 to 11/3	223-00-81000	1,000.00
				Account 81000 - LOADER LEASE Total:	**1,000.00**
				Dept 00 - NO DEPARTMENT Total:	**2,099.43**
				Fund 223 - SOLID WASTE Total:	**2,099.43**
Fund: 244 - EMERGENCY 911 COMM: 31-4809					
Dept: 00 - NO DEPARTMENT					
Account: 42270 - SILVERSTAR 911 LINES					
SILVER STAR COMMUNICATI...	10/01 Bill	10/27/2025	10/01 Bill	244-00-42270	2,577.16
				Account 42270 - SILVERSTAR 911 LINES Total:	**2,577.16**
Account: 44067 - HARDWARE & SOFTWARE					
CENTURY LINK LD	333717467	10/27/2025	9/27/25 INVOICE	244-00-44067	2,107.78
				Account 44067 - HARDWARE & SOFTWARE Total:	**2,107.78**
Account: 44070 - ILETS CONTRACT					
IDAHO STATE POLICE	IN3733	10/27/2025	ILETS OCTOBER- DECEMBER	244-00-44070	3,231.25
				Account 44070 - ILETS CONTRACT Total:	**3,231.25**
				Dept 00 - NO DEPARTMENT Total:	**7,916.19**
				Fund 244 - EMERGENCY 911 COMM: 31-4809 Total:	**7,916.19**
Fund: 282 - FAIRGROUNDS & FAIR					
Dept: 00 - NO DEPARTMENT					
Account: 45002 - GARBAGE					
RAD CURBSIDE	251001978735	10/27/2025	OCT TRASH	282-00-45002	889.21
				Account 45002 - GARBAGE Total:	**889.21**
Account: 45006 - PORTABLE TOILETS					
A-1 RENTAL	353463R-1	10/27/2025	TOILET	282-00-45006	68.50
A-1 RENTAL	370519D-1	10/27/2025	TOILET	282-00-45006	39.50
				Account 45006 - PORTABLE TOILETS Total:	**108.00**
				Dept 00 - NO DEPARTMENT Total:	**997.21**
				Fund 282 - FAIRGROUNDS & FAIR Total:	**997.21**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 291 - IMPACT FEES-SHERIFF FACILITIES					
Dept: 00 - NO DEPARTMENT					
Account: 80400 - CAPITAL-INFRASTRUCTURE					
FALL RIVER PROPANE	2709175	10/27/2025	PROPANE TANK INSTALLATION	291-00-80400	687.41
				Account 80400 - CAPITAL-INFRASTRUCTURE Total:	**687.41**
				Dept 00 - NO DEPARTMENT Total:	**687.41**
				Fund 291 - IMPACT FEES-SHERIFF FACILITIES Total:	**687.41**
				Grand Total:	**43,580.59**

Brad Wolfe, Chair

Dan Powers

Ron James

Attest:

Kim Keeley, Clerk

Certificates of Residency: 2025-2026

Last Name	First Name	College	Date Approved	Semester
Dierksen	Gary	CSI		F&S

AGENDA ACTION ITEM

DATE:	2025-10-27
TO:	Board of County Commissioners
FROM:	Hallie Poirier Fair Administrator
ITEM TITLE:	**9:00am MT Public Hearing/Action Item: Fee Increase for Fair Facilities Rentals**

Summary:

The Board will consider increasing Facility Rental Fees as presented.

The Fair Board would like to increase the hourly rental fees to $50 per hour (up to 4 hours), and daily rental fees to $600 year-round. The increase absorbs the current cleaning fee of $150. Any additional cleaning fees will be taken out of the renter's deposit. Seasonal rates should not apply. The fair building is used year-round. (We already have July 2026 booked).

The Current Fair Building Rental Fees:
Half Day (max four hours): $30/hr
Full Day (more than four hours):
Labor Day - Memorial Day $350 + $150 Cleaning Fee
Memorial Day - Labor Day $450 +$150 Cleaning Fee

Proposed Fair Building Rental Fees:
Hourly (max 4 hours): $50hr
Full Day $650 (year-round)

The following advertisement was posted in Teton Valley News, October 15th & 22nd as outlined in Idaho Code 60-106 and 63-1311.



PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Teton County Commissioners will meet at 9:00 am October 27th in the Commissioners Meeting Room at 150 Courthouse Drive in Driggs, Idaho to discuss the following new and increased fees as shown below. Any person may appear and be heard at that time.

Fairground FEES:

Current Fair Bldg rates: Hourly $30 (up to 4 hours).
Daily $350 Labor Day - Memorial Day.
Daily $450 Memorial Day - Labor Day
Cleaning fee $150.
Change to: $50 per hour, $650 per day year round, no additional cleaning fee.

Published in the Teton Valley News October 15th & 22, 2025 per IC60-106

SUGGESTED MOTION:

Having found that the demand from the public to rent the fairground facilities has increased the burden of building maintenance, cleaning, and time required to manage the facilities, I move to increase the fees to rent the fairground facilities as presented.

DEPARTMENT UPDATE
PUBLIC WORKS

DATE:	2025-10-27
TO:	Board of County Commissioners
FROM:	Darryl Johnson, Public Works Director
ITEM TITLE:	**Report: Public Works Dept. Update**

The following items are for your review and discussion at the October 27, 2025 BoCC Meeting

Public Works:

Staff Schedule – Both Public Works Director and Staff Engineer Technician will be out of the office the week of November 10. I will be attending a conference in Boise and Tristan will be taking PTO for a family function. We will notify all departments and the public as much as possible that Public Works will not be available that week.

W500N – Paving is complete and the contractor is now focusing on shoulder improvements. W500N is mostly open to two-way traffic. Final completion is expected within the next two weeks.

Ski Hill Road Speed Limit – Staff is working on compiling speed and accident data. An action item will be placed on a Nobember BoCC agenda for discussion and possible approval.

Road & Bridge:

Crews are beginning to prepare equipment for winter plowing.

R&B Winter Work Schedule – R&B will be switching our winter 5-day work week schedule beginning 11/3.

Solid Waste:

Solid Waste Grinder Demo – See attached grinder demo memorandum prepared by Solid Waste Supervisor Dann O'Donnell.

Facilities

On evenings where meetings are scheduled at the courthouse, public access will be restricted to only the 1st floor of the courthouse. At or shortly after 5:00 pm on those days, the gate at the bottom of the central stairwell will be closed and locked, the elevator door will be locked, and the hallway door to the public stairwell near the southwest exterior door will be closed and locked. Everything will be unlocked and back to normal at the start of the next business day.

WK: [phone redacted]
dodonnell@tetoncountyidaho.gov

Teton County Solid Waste
Low-Speed Grinder

150 Courthouse Drive
Driggs, ID 83422

DATE: October 21, 2025

TO: Public Works Director
FROM: Teton County Solid Waste Supervisor -Danny O'Donnell
SUBJECT: Low Speed Grinder Demonstration and Narrative

On October 9th, 2025 representatives from Vermeer came to the Teton County Transfer Station to demonstrate a low-speed grinder which it hopes to sell to Teton County.

Teton County Solid Waste would like to use this machine to:

- Reduce the number of trips required to ship material to landfill.
- Reduce the costs of shipping material to landfill
- Extend the life of the Non-Municipal Solid Waste landfill (C&D landfill at the transfer station)
- Remove the need to bid out contractors to chip our wood every year and dependance on their availability.
- Better manage space available to the transfer station
- Better manage our own wood pile increase potential reuse opportunities of some of the wood chips produced (Increase true diversion from landfill).

At present, Teton County Solid Waste uses a small track loader to crush and compact C&D waste in the construction and demolition landfill. The machine is not efficient and does a less-than-optimal job at crushing and shredding material. During the the demonstration, the low-speed grinder turned what may have taken an hour of work with the dozer into a job that took less than 20 minutes. The resulting material fit in less than two bucketloads on the track loader. Without the shredder, I estimate the material would have taken up about four times the space on the working face of the C&D landfill. By reducing the volume of space taken up by 1/2 to 1/4 the volume it would otherwise take up, the use of this machine will easily extend the life of the construction and demolition landfill.

When we moved to the wood pile, it was near the end of the day, and the end of the time allotted for the demonstration. We ran the machine for 20 minutes and produced a cone of wood chips approximately 9 feet high and 70 feet in circumference at the base. I feel that had we attempted to create the same pile with our dozer, it would have taken thirty to forty minutes. Our main disadvantage was the size of the grapple on our excavator. The machine could have gone faster if we had the capability to feed it faster. The machine also grinds material to smaller sizes when there is a higher rate of material being fed into it.

The resulting chips come out larger than what is asked of most contractors who do the grinding, but it is unknown what difference the size of the chips make in the construction and demolition landfill. Compaction seem to be the force which makes the biggest difference.

If TCSW used this machine to grind the dimensional lumber and the brush pile, there would no longer be a need to request bids to have the wood pile chipped every year. Chipping could be done weekly or bi-weekly by TCSW employees, which would reduce the space needed for a dimensional wood pile that accumulates material for a full year (and sometimes longer) before it can be managed.

The cost of chipping this pile is also climbing every year, both because of increasing costs from the chippers, but also because of the increasing volume of lumber Teton County diverts every year. Vermeer is asking 1.2 million dollars for the machine, with a payment plan of $300K per year for four years. The cost of chipping dimensional lumber and a most (not all) of the brush last year was $113K. The contractor did an additional 15K worth of chipping for which they did not charge the county. Teton County Solid Waste does not anticipate the prices for chipping going down in the coming years. If the amount of dimensional lumber accumulated in a year and the price to chip that static pile remained static, the machine would pay for itself in approximately ten years from the benefits of chipping alone. Much sooner if all things considered continue to increase.

One of the hopes and ambitions of TCSW is to use the grinder to reduce the number of trips needed to haul material to the landfill. The trucks and trailers used to haul waste to landfill will haul approximately 26 tons of material when fully loaded. At present, TCSW manages an average of just over 20 tons of material per truck. Teton County Solid Waste has concluded that the missing 6 tons comes from certain construction wastes and other bulky material mixed in with the municipal waste. This material is strong and does not compact. It creates air gaps in the trailer which reduces the efficiency of the haul. If this material could be ground down to the point where it could no longer create these air gaps and could be compacted by heavier material all the top, TCSW feels that is could increase the average weight of the material in the trucks to near 25 or 26 tons.

During the demonstration, TCSW and Vermeer decided to attempt to shred all types of waste, both municipal and construction and bulky waste. The grinder was moved into the transfer building and the output conveyor was positioned over the trailer in the tunnel and fed with our excavator and grapple.
There was not enough space to operate the grinder and the excavator and allow the transfer building to be utilized by haulers. The operation was also slow for a number of reasons:

- The transfer building is small, and the overhead doors and their motors project into the operating area needed by the grinder/excavator combo. The operator had to take extra care to avoid damaging the building.

- The grapple on the excavator is undersized for this task. A larger grapple could feed more material into the machine more quickly.

It is also thought to be dangerous to feed the ground material directly into the hauling trailer. At one point the supervisor smelled propane come out of the machine and another time a different chemical which "smelled like something volatile". While TCSW staff take measures to avoid such items from going into the waste stream, those that do get by can create a hazardous situation should they be shredded and combust and then spit out in an "aerosol" type situation into the awaiting haul truck. TCSW would not use this method to load trucks in the future for this reason alone. Other difficulties included:

- The output piled the material on one side of the truck, resulting in uneven loading and filling.
- The output material was not dense on it's own, it fell more like powder snow and created a fill that was light, fluffy, and bounced back from compression.

The truck was filled to 3/4 full and weighed. The results where that the truck only had 8 tons of material in it. The truck was sent around and regular household waste was added to the truck. The heavier, residential material compacted the former material and an additional 16 tons of trash was added for a grand total of 24 tons in the truck.

TCSW believes that there is potential to use the grinder more efficiently, perhaps grinding only construction or bulky waste, and grinding this waste outside the green building or during times when there are not other users vying for space in the transfer building.

The results of the grinder did create a truck which went out with 24 tons of waste, it simply took to long to fill the truck in the way TCSW initially envisioned. If it's possible to fill trucks to 26 tons we would decrease the number of trips to landfill by 20%. TCSW feels this is an ambitious number and would prefer to set a goal of 10%.

Teton County Solid Waste pays per truckload, so sending heavier trucks benefits the county. This year we sent 645 truckloads to Circular Butte and anticipates sending more material every year as our community grows.
The price of hauling to landfill will have been reduced significantly with EIRSW hauling material to the new landfill in Newdale. TCSW projects a savings of approximately $255,000 over the next five years if 129 loads are prevented per year.

Teton County Solid Waste feels that the machine would be of benefit to operations at its solid waste facilities. Teton County Solid Waste feels that the machine would pay for itself in benefits and saving, even at conservative estimates of volume so long as the machine is able to work for the years necessary to do the work without major breakdowns or overhauls.

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: County Administrator Dan Reyes &

County Facilities Manager Suzanne Astle

ITEM TITLE: **Action Item – Resolution 2025-1027 Project Green Light**

Summary:

This item is for the BoCC to consider Resolution 2025-1027

This is the third year that Teton County will participate in Operation Green Light, a national campaign led by the National Association of Counties (NACo), to recognize and honor the sacrifices made by our military veterans. We also want to raise awareness of the unique challenges that veterans face and help our local veterans know about the resources available at county, state, and federal levels for them and their families.

During Operation Green Light, between November 4th - 11th, 2025, Teton County will show support and appreciation to our local veterans by:

- Issuing Resolution 2025-1027
- Illuminating all sides of the county courthouse with green floodlights
- Publishing a press release in the October 29th edition of the Teton Valley News
- Making social media posts about Operation Green Light and resources available to local veterans and their families.

Attachments:

Resolution 2025-1027

SUGGESTED MOTION:

Approve Resolution 2025-1027 as read.

Resolution 2025-1027

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Teton County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Teton County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve their community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and an estimated 20% increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44% - 72% of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Teton County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted;

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Teton County hereby declares November 4th - Veterans Day, November 11th, 2025 as a time to salute and honor the service and sacrifices of those transitioning from active service; and

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Teton County will illuminate the county courthouse in green lights; and

BE IT FURTHER RESOLVED, that Teton County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th – 11th, 2025.

APPROVED AND ADOPTED this _____ day of _____, 2025.

Teton County Board of County Commissioners

_____
Brad Wolfe, Chair, Teton County Commissioner

_____
Dan Powers, Teton County Commissioner

_____
Ron James, Teton County Commissioner

ATTEST:

_____
Kim Keeley, County Clerk

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – 2026 Local Rural Highway Investment Program**

Summary:

The LRHIP program is intended for the improvement of roadway infrastructure. Maximum project grant limit is $150,000. Teton County was awarded funding through this program in 2017, 2019, 2021 and 2023. Most applications have been for road reconstruction projects with the exception of 2023 when Teton County was awarded $100,000 that went towards our local match for Federal-aid project N500W. Application is due December 2, 2025.

Public works is proposing that the County apply for reconstruction of W6000S over Fox Creek. This bridge is structurally compromised and needs replacement.

See attached Grant Application Proposal.

Fiscal Impact:

There is no local match required for this program. Estimated total cost for the Fox Creek bridge replacement is $750,000. This is a project that we intend to construct in fall 2026.

Attachments:

Grant Application Proposal

SUGGESTED MOTION:

Approve the LHTAC Local Rural Highway Investment Program Grant Application Proposal to partially fund the Fox Creek bridge replacement at W6000S

Grant Application Proposal

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

Department or Board applying for Grant: **Public Works**

Contact Person: **Darryl Johnson** Intended Project Manager: **Darryl Johnson**

Grant Title: **2026 Local Rural Highway Investment Program**

Granting Agency: **Local Highway Technical Assistance Council**

Date of Award Decision: **Spring 2026**

Grant Timeline: **FY2027; Funds must be spent by September, 2027**

Dollar Amount of Grant Request: **$150,000**

Teton County obligations if grant is awarded *(match, continuing maintenance, reporting schedule)*:
There is no local match requirement attached with this program.
Estimated reconstruction cost for Fox Creek Bridge is $750,000

Other contingencies of grant: **None**

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

Brief written overview of grant: **LRHIP grant funds will partially fund the reconstruction of County Road W6000S over Fox Creek, including replacement of wooden bridge structure**

Benefit of grant to citizens Teton County: **Improve safety and driving conditions along W6000S**

Signed: _____ Date: 10·16·25
(Contact Person Listed Above)

Signed: _____ Date: _____
(Responsible Elected Official or Department Head)

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: _____ Date: _____
(Commissioner)

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – 2026 Off-system Bridge Application**

Summary:

The Federal-aid off-system bridge program is intended for the improvement or replacement of bridges on the state system that are not on major or minor collector roads. Maximum project grant limit is $3,000,000. If successful, this funding will replace the Rammell Mountain Road bridge over Badger Creek. Construction will take place in FY29 or FY30. It is anticipated that the $3M would fully fund the bridge replacement. Application deadline is January 22, 2026.

See attached Grant Application Proposal.

Fiscal Impact:

There is no local match required for this program. Teton County will ask for the full $3M max project amount but anticipates replacement to be less than $3M. Construction will be FY29 or FY30.

Attachments:

Grant Application Proposal

SUGGESTED MOTION:

Approve the LHTAC Federal-aid Bridge Program 2026 application proposal for the replacement of the Rammell Moutain Road bridge over Badger Creek

Grant Application Proposal

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

Department or Board applying for Grant: **Public Works**

Contact Person: **Darryl Johnson** Intended Project Manager: **Darryl Johnson**

Grant Title: **2026 Federal-aid Bridge Program**

Granting Agency: **Local Highway Technical Assistance Council**

Date of Award Decision: **Spring 2026**

Grant Timeline: **Anticipated to begin construction in FY29 & FY30**

Dollar Amount of Grant Request: **$3,000,000**

Teton County obligations if grant is awarded *(match, continuing maintenance, reporting schedule)*:
There is no local match requirement attached with the off-system bridge program. However, all construction costs in excess of $3,000,000 will be covered by Teton County. Costs are not expected to exceed the $3M limit.

Other contingencies of grant: **All construction costs in excess of $3M must be paid by Teton County**

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

Brief written overview of grant: **The Federal-aid Off-system Bridge application will be for replacement of the Rammell Mountain Road bridge over Badger Creek. This wood structure bridge has historically had scour issues. Replacement of the wood structure would address the scour problems and provide a more stable concrete bridge structure.**

Benefit of grant to citizens Teton County: **Improve safety and driving conditions along Rammell Moutain Rod**

Signed: _____ Date: _____
(Contact Person Listed Above)

Signed: _____ Date: 10.23.25
(Responsible Elected Official or Department Head)

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: _____ Date: _____
(Commissioner)

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – 2025 Wood Chipping Contract**

Summary:

Solid Waste opened bids for wood chipping services on 10/22/2025. Two bids were received. See attached Bid Summary

Fiscal Impact:

Arbor Works Organics was the apparent low bid at $128,200. Solid Waste FY2026 budget for chipping is $150,000.

Side Note: This service should be significantly reduced or eliminated with the purchase of the Verneer solid waste grinder.

Attachments:

Bid Summary

SUGGESTED MOTION:

Approve awarding the 2025 Wood Chipping contract to Arbor Works Organics for a not to exceed cost of $128,200. Wood chipping costs to be paid from line item 223-00-44083

	TETON COUNTY, IDAHO ENGINEERING 150 Courthouse Drive Driggs, ID 83422	Project: Subject: By: Date:	**2025 Solid Waste Wood Chipping Bids** Bid Comparison DWJ 10/22/2025

COMPANY	BID ($)
Arbor Works	$128,200
Tree Top	$133,799

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – Attendance at Idaho's 2025 Local Transportation Convention**

Summary:

County Policy requires department heads to obtain approval from County Commissioners for overnight travel and conference attendance in advance.

This is a very informative conference jointly hosted by the Idaho Association of County Engineers and Road Supervisors (IACERS) and Idaho Association of Highway Districts (IAHD). I am currently the past president for IACERS and have been actively involved with the Association and convention for the past 11 years.

This year's conference is in Boise November 10-13.

Courses qualify towards mandatory continuing education requirements for professional licensure.

Fiscal Impact:

Conference Registration is $430 and lodging estimated to be $700. Costs have been budgeted for in the FY2026 Public Works Training Expenses line item.

SUGGESTED MOTION:

Approve the Public Works Director's attendance at the Idaho 2025 Local Transportation Convention in Boise November 10-13. Costs to be paid from 001-08-42000.

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – Solid Waste Low Speed Waste Grinder Purchase**

Summary:

A Vermeer low speed solid waste grinder was brought to the Teton County Transfer Station for a demonstration on 10/9/2025. Solid Waste has $310,000 identified in the FY2026 budget for year one payment for the purchase of the grinder. Total estimated cost is $1,200,000 (payments made for four years).

Vermeer has offered to lease the grinder to Teton County for up to three months at $65,000 per month. 100% of the money paid towards the lease would go towards the grinder purchase if the County wished to proceed. Public Works & Solid Waste support leasing the grinder beginning immediately with the intent to purchase after three months.

Fiscal Impact:

The Vermeer grinder has been made available for lease at a rate of $65,000/month. Public Works/Solid Waste is proposing that the County lease the grinder for three months and purchase at the end of that lease. FY2026 budget has $310,000 for the first year's payment.

SUGGESTED MOTION:

Approve a three month lease for the Vermeer solid waste grinder at $65,000 per month with the option to purchase at the end of the lease and the understanding that 100% of lease payments will go towards the purchase price. Funds to be paid from 223-00-80200

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – R&B 2026 Chevrolet 1500 Fleet Vehicle Purchase**

Summary:

The FY2026 Road & Bridge budget includes $55,000 for the purchase of a new fleet pickup. R&B is proposing to purchase a 4WD Chevrolet 1500 crew cab pickup with a 3.0 diesel engine

Fiscal Impact:

Government purchase price for the 2026 Chevrolet 1500 crew cab pickup is $54,500

Attachments:

Pickup Purchase Order

SUGGESTED MOTION:

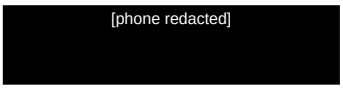
Approve the Road & Bridge purchase of a 2026 Chevrolet 1500 crew cab pickup fleet vehicle as presented. Purchase to be paid through Road & Bridge line item 202-00-80300

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Price Summary

PRICE SUMMARY

		MSRP
	Base Price	$53,900.00
	Total Options	$6,765.00
	Vehicle Subtotal	$60,665.00
	Destination Charge	$2,595.00
	Grand Total	**$63,260.00**



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Data Version: 26731. Data Updated: Oct 14, 2025 6:51:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10743	2026 Chevrolet Silverado 1500 4WD Crew Cab 157" LT	$53,900.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LZ0	Engine, Duramax 3.0L Turbo-Diesel I6 (305 hp [227 kW] @ 3750 rpm, 495 lb-ft of torque [671 Nm] @ 2750 rpm) (C*10743 Crew Cab Standard Bed and Double Cab models require (A50) bucket seats. Includes (KW5) 220-amp alternator and (K05) engine block heater. Not available with (RG4) Fleet LT Base Content Package Delete.)	0.00 lbs	0.00 lbs	$2,390.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MQC	Transmission, 10-speed automatic with Electronic Transmission Range Selector (ETRS), electronically controlled with overdrive, tow/haul mode and steering column paddle shifters. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine and (A50) bucket seats.)	0.00 lbs	0.00 lbs	$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C5Z	GVWR, 7200 lbs. (3266 kg) (Requires Crew Cab 4WD model and (LZ0) Duramax 3.0L Turbo-Diesel I6 engine without (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	0.00 lbs	0.00 lbs	Inc.

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)	0.00 lbs	0.00 lbs	$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QDV	Tires, 265/70R17 all-terrain, blackwall	0.00 lbs	0.00 lbs	$200.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires, (QDF) 265/65R18SL all-season blackwall tires, (QDS) 265/65R18SL all-terrain white outline letter tires, (XCK) 265/65R18SL all-terrain blackwall tires or (R3O) LT275/65R18 Goodyear Wrangler Territory tires.)	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	$0.00

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A50	Seats, front bucket with center console (Includes (EPH) Electronic Transmission Range Selector (console mounted). Not available with (L3B) TurboMax engine.)	0.00 lbs	0.00 lbs	$655.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0Y	Jet Black, Leather-appointed front outboard seating positions (Requires (CXH) Leather Package.)	0.00 lbs	0.00 lbs	$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	0.00 lbs	0.00 lbs	$0.00

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft-deterrent system and (C49) rear-window defogger (Standard on 1LT. Included with (PCL) Convenience Package. Available as a free flow when (RG4) Fleet LT Base Content Package Delete is ordered.)	0.00 lbs	0.00 lbs	$0.00
BAQ	Work Truck Package Includes (NZZ) skid plates and (K47) heavy-duty air filter (Requires 4WD model, (QDV) 265/70R17 all-terrain, blackwall tires, (RC5) LT265/70R17C all-terrain, blackwall tires or (XCK) 265/65/R18 all-terrain, blackwall tires (Fleet only). Not available with (PDZ) Z71 Off-Road and Protection Package or (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	$175.00
CXH	Leather Package (Requires (PCM) Convenience Package II and (HVC) Gideon/Very Dark Atmosphere or (H0Y) Jet Black leather-appointed interior trim. Includes (SNR) Up-level Rear Seat with Storage Package.)	0.00 lbs	0.00 lbs	$985.00
PCM	Convenience Package II includes (UG1) Universal Home Remote, (A48) rear sliding power window, (PZ8) Hitch Guidance with Hitch View and (UET) Trailering App (Not available with (RG4) Fleet LT Base Content Package Delete.)	0.00 lbs	0.00 lbs	$565.00
WPQ	Protection Package includes (B1J) wheel house liners and (CGN) Chevytec spray-on bedliner (Requires (RIA) or (AAK) floor liners. Included with (PDZ) Z71 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	$685.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Battery, heavy-duty 850 cold-cranking amps/95 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LZ0) Duramax 3.0L Turbo -Diesel I6 engine.)	0.00 lbs	0.00 lbs	Inc.
EPH	Shifter, Electronic Transmission Range Selector includes steering column paddle shifters (Included and only available with (A50) bucket seats.)	0.00 lbs	0.00 lbs	Inc.
K05	Engine block heater (Included with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	0.00 lbs	0.00 lbs	Inc.
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B1J	Wheelhouse liners, rear (Included and only available with (WPQ) Protection Package.)	0.00 lbs	0.00 lbs	Inc.
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included and only available with (WPQ) Protection Package. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDJ), (VDT), (VYC) or (VYS). Crew Cab models are available with Ship Thru codes (VI1), (TW3), (A6T), (VKZ), (VUH), (WEZ) or (TFA).)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	0.00 lbs	0.00 lbs	$0.00

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A48	Window, power, rear sliding with rear defogger (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote vehicle starter system (Standard on 1LT. Included with (B59) Remote Start Package.	0.00 lbs	0.00 lbs	Inc.
C49	Defogger, rear-window electric (Standard on 1LT. Available as a free flow with (RG4) Fleet LT Base Content Package Delete. Included with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
D07	Center Console, floor-mounted with cup holders, Wireless Charging, power cord management, hanging file folder capability; includes removable storage tray (Included and only available with (A50) bucket seats. Includes (EPH) Electronic Transmission Range Selector (console mounted).)	0.00 lbs	0.00 lbs	Inc.
K4C	Wireless Charging (Included and only available with (A50) bucket seats. Not compatible with all phones. Compliant batteries include Qi and PMA technologies. Reference Mobile devices manual to confirm what type of battery it uses.)	0.00 lbs	0.00 lbs	Inc.
SNR	Seat, Up-level Rear with Storage Package 60/40 folding bench for Crew Cab models, includes full-length bench seat, seatback storage on left and right side, center fold out armrest with 2 cupholders, full cab width under-seat storage, (includes child seat top tether anchor) (Included and only available with (CXH) Leather Package.)	0.00 lbs	0.00 lbs	Inc.
UBC	USB ports, 2, Charge/Data ports located inside center console (Included and only available with (A50) bucket seats.)	0.00 lbs	0.00 lbs	Inc.
UG1	Universal Home Remote (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Standard on 1LT. Included with (B59) Remote Start Package.	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PZ8	Hitch Guidance with Hitch View (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
UET	In-Vehicle Trailering App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RIA	LPO, All-weather floor liners 1st and 2nd rows on Crew Cab and Double Cab, (includes Chevrolet Bowtie logo), (Included with (PDQ) Liner Protection Package, LPO. Not available with (Z71) Z71 Off-Road Package, (BG9) rubberized vinyl flooring or (AAK) All-weather Z71 floor liners, LPO.)	0.00 lbs	0.00 lbs	$265.00
VXJ	LPO, Assist steps - 4" chromed round (dealer-installed) (Not available with any other assist steps.)	0.00 lbs	0.00 lbs	$845.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$6,765.00**

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Standard Equipment

Package	
	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
	All Star Edition (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered. Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)
	Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (N57) wrapped steering wheel, (KI3) heated steering wheel, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (AVJ) Keyless Open and Start, (BTV) Remote Start, (UTJ) content theft alarm, (N37) Steering column, manual tilt and telescoping and (UF2) LED Cargo Area Lighting (Upgradeable to (A50) bucket seats and includes (D07) center console. Some content is deleted when (RG4) Fleet LT Base Content Package Delete is ordered. The deleted content is as follows; (CJ2) Air conditioning, (A2X) Seat adjuster, (KA1) Seating, heated driver and front outboard passenger, (KI3) Steering wheel, heated, (N37) Steering column, manual tilt and telescoping, and (UF2) LED Cargo Area Lighting.)
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio (Included with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailering Package.)
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Auto-locking rear differential
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included and only available with (L3B) TurboMax engine, (LZ0) Duramax 3.0L Turbo-Diesel I6 engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailering Package.)
	Trailer brake controller, integrated
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models only.)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Mechanical	
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare (Standard on models built after November 25, 2024. Not available with CC10543 model when ordered with (L84) 5.3L EcoTec3 V8 engine unless also ordered with (NHT) Max Trailering Package.)
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumper, front chrome
	Bumper, rear chrome
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, LED reflector with LED signature Daytime Running Lamps and Amber tracer animation
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside heated power-adjustable (When (PQB) Safety Package is ordered, includes (U12) Perimeter Lighting.)
	Mirror caps, chrome (Not available with (DPO) trailering mirrors.)
	Glass, deep-tinted
	Door handles, body-color
	Tailgate and bed rail protection cap, top
	Tailgate, standard

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Exterior	
	Tailgate, gate function manual with EZ Lift includes power lock and release
Entertainment	
	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
	SiriusXM Trial Subscription
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	Audio system feature, 6-speaker system
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Remote Start Package includes (BTV) Remote Start, (UTJ) content theft alarm and (C49) rear-window defogger (Included with (PCL) Convenience Package. Available as a free flow when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Seat trim, Cloth
	Seat adjuster, driver 10-way power including lumbar (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Seat adjuster, passenger 4-way manual
	Seating, heated driver and front outboard passenger (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
	Floor covering, color-keyed carpeting
	Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
	Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)
	Steering wheel, wrapped
	Steering wheel, heated (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Steering wheel audio controls

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Interior	
	Steering column, manual tilt and telescoping (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Steering column lock, electrical
	Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down
	Door locks, power
	Remote vehicle starter system
	Keyless Open and Start
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Theft-deterrent system, unauthorized entry
	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)
	USB Ports, 2, Charge/Data ports located on instrument panel
	USB ports, rear, dual, charge-only
	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)
	Air conditioning, dual-zone automatic climate control (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered and replaced with (C67) single-zone manual air conditioning.)
	Air vents, rear, heating/cooling
	Defogger, rear-window electric
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (✓ Complete)

Safety-Interior

	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Hitch Guidance dynamic single line to aid in trailer alignment for hitching
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder
	Rear Seat Belt Indicator
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" LT (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – Survey Grade Trimble GPS Equipment**

Summary:

Funds were reserved in the FY2026 budget for survey grade (2cm accuracy) GPS equipment. This entry level packet includes used gps receivers inspected by supplier and warrantied for 90 days. The packet will allow Public Works to collect field data for topographic surveys, supplement surveys prepared through contracts and, most importantly, more accurately measure material quantities on contracted roadway projects. Package includes training, tech support and one year software subscription.

Fiscal Impact:

The Trimble R10 receiver package offered by Frontier Precision is $32,499. FY2026 budget for GPS equipment is $32,500. Package includes training and tech support

Attachments:

Frontier Precision Quote

SUGGESTED MOTION:

Approve the GPS survey grade packet from Frontier Precision as presented. The $32,500 purchase to be paid from 202-00-80500

FRONTIER PRECISION
How You Measure Matters
— An Employee-Owned Company —

SINCE 1988 35 YEARS OF EXCELLENCE

[address redacted]
[address redacted]
[phone redacted]
www.frontierprecision.com

Quote 108014
Date: Oct 14, 2025 09:37 AM
By: Adam Bridges
[email redacted]

BILL TO:

Teton County
Darryl Johnson
150 Courthouse Dr, Room 117
Driggs, ID 83422
United States
Djohnson@co.teton.id.us
[phone redacted]

SHIP TO:

Teton County
Darryl Johnson
150 Courthouse Dr, Room 117
Driggs, ID 83422
United States
Djohnson@co.teton.id.us

Product Details	Qty	Price	Total
Miscellaneous Trimble R10 Model 1 GNSS Receiver: USED from Frontier Precision used fleet All used equipment from Frontier Precision is inspected in our authorized service center prior to delivery, and then warrantied for 90-days against pre-existing conditions Includes: Trimble R10-1 GNSS Receiver, UHF Antenna, Quick Release, (2) Batteries, and Carrying Case	2	$ 5,995.00	$ 11,990.00
95690-20 SURVEY CONTINENTAL CENTERPOINT RTX STD- subscription service delivers horizontal positioning accuracy of 1 inch (2 centimeters) or less in under a minute, with the versatility of satellite or cellular delivery.	1	$ 1,995.00	$ 1,995.00
GCP17 2 Bay R10/R12 Charger	2	$ 298.00	$ 596.00
TSC510-1-1100-00 Trimble TSC510 Controller - Qwerty Keypad, WWAN, Worldwide region, Standalone	1	$ 4,650.00	$ 4,650.00
TA-GENSURV-P Trimble Access - General Survey; Perpetual License	1	$ 3,700.00	$ 3,700.00
SA-ROADS-P Trimble Access - Roads; Perpetual License	1	$ 1,995.00	$ 1,995.00
131922-01-BLK-GEO-1 65w USB Type C Charger	1	$ 54.50	$ 54.50
5200-46 DC HOLDER ASSY,TSC5	1	$ 419.82	$ 419.82
TBC-SAM-YR-00-G Trimble Business Center Survey and Mapping - Annually, Per Seat	1	$ 3,085.00	$ 3,085.00
90553-TR-SUR TRI-MAX Tripod -Dual Clamp with Trimble Logo	1	$ 585.00	$ 585.00
GCP78 TRIBRACH - WITH OPTICAL & ADAPTOR	1	$ 269.00	$ 269.00
89846-00 Trimble R10 Accessory - Base Station Extension (0.15m) with Height Measurement Lever	1	$ 205.00	$ 205.00

Product Details	Qty	Price	Total
5125-20-YEL-GT ROVER ROD,2M,AL,SNAP-LOC,GT	1	$ 204.17	$ 204.17
5217-04-YEL BIPOD,TRB,1/2-13SS,ANTI-CRUSH	1	$ 247.64	$ 247.64
34106-00 Battery - Lead Gel Charging Kit, External with Pouch, 6Ah, 0S/7P/M Cable	1	$ 750.00	$ 703.00
FPI-Training-Survey Non-taxable Onsite training or new product installation and training - Daily rate.	1	$ 1,800.00	$ 1,800.00

Sub Total:	**$ 32,499.13**
Discount:	**$ 0.00**
Tax:	**$ 0.00**
Shipping:	**$ 0.00**
Grand Total:	**$ 32,499.13**

Valid Until: Nov 14, 2025

Special Notes

Shipping, handling, and applicable sales tax will be added to invoice

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Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns may be accepted 30 days from invoice. A restocking fee of up to 25% may be charged for any return. Special orders are not returnable.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

{{Signature*}} {{Signdate*}}

{{Fullname*}}

Idaho Department of Juvenile Corrections
Report Period: 10/1/24 to 09/30/25
JUVENILE JUSTICE ANNUAL FINANCIAL REPORT
Due Date: December 1, 2025

COUNTY: TETON COUNTY

Section 1	STATE FUNDS			
FUNDING SOURCE	**JUVENILE CORRECTIONS ACT FUND**	**TOBACCO TAX**		**TOTALS**
Cash on Hand as of 9/30/2024	$0	$0		$0
Revenues 10/1/24 to 09/30/25	$28,149	$28,216		$56,365
Expended 10/1/24 to 09/30/25				
Personnel Costs	$28,149	$28,216		$56,365
Operating Expenses	$0	$0		$0
Capital Outlay	$0	$0		$0
State Funds Cash on Hand as of 9/30/25	**$0**	**$0**		**$0**

Section 2	COUNTY FUNDS				
FUNDING SOURCE	**GENERAL FUND**	**DETENTION REIMB**	**SUPERVISION FEES**	**OTHER REVENUE:**	**TOTALS**
Cash on Hand as of 9/30/24	$0	$0	$0	$0	$0
Revenues 10/1/24 to 09/30/25	$113,456	$0	$2,300	$2,046	$117,802
Expended 10/1/24 to 09/30/25					
Personnel Costs		$0	$2,300	$2,046	$4,346
Operating Expenses	$113,456	$0	$0	$0	$113,456
Capital Outlay	$0	$0	$0	$0	$0
County Funds Cash on Hand as of 9/30/25	**$0**	**$0**	**$0**	**$0**	**$0**
All Funds Cash on Hand as of 9/30/25					**$0**

Section 3	CARRYOVER EXPENDITURE PLAN FOR STATE FUNDING			
FUNDING SOURCE	*** JUVENILE CORRECTIONS ACT FUND**	**TOBACCO TAX**		**TOTALS**
State Funds Cash on Hand as of 9/30/25	**$0**	**$0**		**$0**
Personnel Costs	$0	$0		$0
Operating Expenses	$0	$0		$0
Capital Outlay	$0	$0		$0
Total Projected Expenditures	**$0**	**$0**		**$0**
Unallocated Funds	**$0**	**$0**	**$0**	**$0**

COUNTY: TETON COUNTY

Section 4 10/1/25 to 09/30/26	**JUVENILE CORRECTION ACT FUNDS NARRATIVE**
Personnel Costs	Funds Juvenile Probation Officer
Operating Expenses	
Capital Outlay	
Unallocated Carryover Funds	
Section 5 10/1/25 to 09/30/26	**TOBACCO TAX FUNDS NARRATIVE**
Personnel Costs	Funds JPO
Operating Expenses	
Capital Outlay	
Unallocated Carryover Funds	

Section 7 **SIGNATURE OF CERTIFICATION**

I HEREBY CERTIFY that this report represents actual receipts and expenditures of funds for the period covered by this report. I understand any remaining JCA Funds or Tobacco Tax must be carried over and reported in the following county fiscal year.

COUNTY CLERK _____ DATE: _____

Kim Keeley

Section 8 **REVIEWER'S SIGNATURES**

COUNTY COMMISSIONER CHAIR _____ DATE: _____

Brad Wolfe

MAGISTRATE JUDGE _____ DATE: _____

Judge Jason Walker

JUVENILE JUSTICE DIRECTOR _____ DATE: _____

Kam Dayley

Section 9 **IDJC REVIEWER'S SIGNATURE**

_____ DATE: _____

DISTRICT LIAISON Shane Boyle

***Section 10** **JUVENILE CORRECTION ACT RETENTION APPROVAL**

Approved Juvenile Correction Act Funds must be expended by 09/30/26

DIRECTOR ASHLEY DOWELL _____ DATE: _____

TETON COUNTY

BOARD OF COUNTY COMMISSIONERS MINUTES

October 15, 2025
9:00 a.m.
First Floor Commissioners' Meeting Room
150 Courthouse Dr, Driggs, ID 83422

Commissioners Present:	Brad Wolfe
	Ron James
	Dan Powers
Staff:	Dan Reyes, County Manager
	Kim Keeley, Clerk
	Darryl Johnson

1. MEETING CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

MOVER: Ron James
SECONDER: Dan Powers

Approve the agenda.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. ACTION ITEMS: CONSENT AGENDA

Remove Treasurer's claim in the amount $12,720 in the FY26 Claims Report.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Approve the consent agenda as amended.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

1. Claims Report

Approve the 10/15/2025 FY25 and FY26 Claims Reports as amended.

2. Action Item – Payroll Forms

   Approve payroll forms as attached.

3. Action Item – Hunter Danielson Payroll Form – Diversion Laborer

   Approve the promotion of Hunter Danielson to Solid Waste Diversion Laborer, Pay grade 4, 86% Market Rate at 18.37/hour

4. Action Item – Jared Needham Transfer to Road & Bridge Payroll Form

   Approve the transfer of Jared Needham to Road & Bridge Office Manager; Pay Grade 6, 86% Market Rate at $21.63/hour

5. Action Item – William Estes Payroll Form – Solid Waste Operator

   Approve the promotion of William Estes to Solid Waste Equipment Operator; Pay grade 6, 86% Market Rate at $21.63/hour.

5. OPEN MIC

No one present wished to speak.

6. PUBLIC APPEARANCE

1. Action Item: 9:00 AM Public Hearing for FY25 Budget Opening

   The Clerk presented the budget opening.

   Public comment was opened at 9:09 AM.

   No one present wished to speak.

   Public comment was closed at 9:09 AM.

   Board deliberation. The Board had no further comments.

   MOVER: Brad Wolfe
   SECONDER: Ron James

   Approve FY25 budget opening as presented.

   AYES (3): Brad Wolfe, Ron James, and Dan Powers

   Adopted (3 to 0)

2. 9:15 AM Discussion with AJ Argyle re: FY26 Insurance Rates

   AJ Argyle, the County's benefits brokers, was present to discuss FY26 insurance premiums. He asked the Board if they would like to go out to bid or ask for a better rate from Blue Cross. The Board directed Mr. Argyle to negotiate with Blue Cross, and bid out dental.

3. 9:30 am DISCUSSION ITEM – iiia Insurance Proposal

Susan Lasuen, Operations Director from III-A, presented their proposal for FY26 insurance. IIIA is a self funded insurance program and requires a three year commitment.

County Administrator Dan Reyes and the employee committee will do a cost analysis and bring a recommendation to the Board.

7. PUBLIC WORKS

1. Report: Public Works Dept. Update

Public Works Director Darryl Johnson presented his report.

Mr. Johnson gave an overview of the grants he would like to apply for, including two $150,000 grants to fix Fox Creek Bridge on 6000 S and Badger Creek Bridge on Rammel Mtn Road.

2. Action Item – Buxton SAR Building Concrete Floor Installation

The next three items are for contracts to continue building out the SAR Building. All three will be paid out of Sheriff Impact Fees with the consent of Sheriff Lemieux.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Award SAR building concrete slab pour project to Affordable Concrete LLC. $84,100 cost to be paid from Sheriff impact fees.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. Action Item – Buxton SAR Building Plumbing Installation

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve rough plumbing installation for the Buxton SAR building to low bid Teton West for a maximum of $35,000 cost to be paid from Sheriff impact fees.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. Action Item – Temporary Bathroom Construction Change Order

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approved the bathroom installation to teton west with the option one of the bathroom vanity added in the new Buxton SAR building by Teton West in the amount of $25,262, to be paid from Sheriff impact fees. Do not award that contract until the complete installation is priced out and funds determined to be available.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

5. Action Item – TVTAP/Groom District Building Change Order No. 1

MOVER: Ron James
SECONDER: Dan Powers

Approve Buxton Grooming Garage Change Order 1 in the amount of $935. Cost to be paid by TVTAP and the Grooming District.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

6. Action Item – LEC Backup Generator Control Board Replacement

MOVER: Brad Wolfe
SECONDER: Ron James

Approve LEC backup generator repairs as presented, the $5,025 cost to be paid from 001-17-43002.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

7. Action Item – Transfer Station Sorting Pad Expansion

MOVER: Dan Powers
SECONDER: Ron James

Approve awarding Transfer Station concrete sorting pad expansion to Teton West. $19,083 cost to be paid from 223-00-80400.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

8. IT/EMERGENCY MANAGEMENT

1. Action Item -Lance Woolstenhulme Reappointment to the Mosquito Abatement District Board

IT/EM Greg Adams presented the item.

MOVER: Dan Powers
SECONDER: Ron James

Approve the reappointment of Lance Woolstenhulme to the Mosquito Abatement District Board for a new four (4) year term beginning October 1, 2025 and expiring September 30, 2029.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

2. DISCUSSION ITEM -2025 October IT/EM Monthly Report

Mr. Adams presented his report.

3. Action Item -2025 Copier/Printer Replacements

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve and sign the contracts for the copiers for the Assessor's Office and the GIS Department with Pacific Office Automation.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. Action Item -2026 Website Hosting Renewal

MOVER: Dan Powers
SECONDER: Brad Wolfe

Approve and sign the contract renewal with our website hosting provider for the cost of $2,700.00 out of account 1-14-44078.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

9. CLERK

1. Action Item: Approval of Minutes

Dorothy Gayle Reconsideration - Sept 8, check the vote.

MOVER: Dan Powers
SECONDER: Ron James

Approve the minutes as presented with the exception of the 9/8/2025 meeting.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

10. OPERATIONS

1. Action Item: Minutes taken by Administrator

MOVER: Brad Wolfe
SECONDER: Ron James

Approve the minutes 7/15, 8/15, 9/9 and 9/12/2025 as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

2. Action Item – Board Appointments

Chair Wolfe asked to table the appointment of the Planning & Zoning appointments for a few weeks. Planning Administrator Joshua Chase recommended re-appointing James Weber to the Board. The other P&Z seat will be filled at the November 10 meeting.

Mr. Reyes presented the other applicants for the Impact Fee Committee, Wildlife Committee, Historic Preservation Committee and Waterways Committee.

The Board discussed whether to continue having a Wildlife Committee. Mr. Chase has expressed the desire to keep the committee.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Appoint the following individuals to Teton County Commissions and Committees:

Impact Fee Committee: Bob Benedict and Dave Dery, terms expiring September 30, 2026; John McIntosh and Marian Ruzicka, terms expiring September 30, 2028.

Waterways Recreation Advisory Committee: Brett High and Will Stubblefield, terms expiring September 30, 2028.

Historic Preservation Commission: Vancie Turner, term expiring September 30, 2028.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

MOVER: Dan Powers
SECONDER: Brad Wolfe

Re-appoint James Weber to the Planning and Zoning Commission.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. Action Item – Eastern Idaho Public Health Nomination

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve the nomination of Commissioner Dan Powers to represent Teton County on the Eastern Idaho Public Health Board.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. Action Item – eScribe Agenda Software Subscription Renewal Documents

MOVER: Brad Wolfe
SECONDER: Ron James

Approve the eScribe extension agreement and the FY26 Subscription Agreement to be paid for from 001-14-44067.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

5. Action Item – Fringe Benefit for Probation Administrator

MOVER: Ron James
SECONDER: Brad Wolfe

Approve the certification of Use of a County Vehicle for Commuting as a Taxable Fringe Benefit for the Teton County Probation Director Kameron Dayley.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

6. County Administrator's Report

Mr. Reyes presented his semimonthly memo.

11. COMMISSIONERS

1. ELECTED OFFICIALS & DEPARTMENT HEADS MEETING

2. EXECUTIVE SESSION: 74-206(1)(b) Personnel

MOVER: Dan Powers
SECONDER: Brad Wolfe

Go into executive session per IC74-206(1)(b) Personnel.

Roll call vote.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

MOVER: Brad Wolfe
SECONDER: Dan Powers

Come out of executive session.

AYES (2): Brad Wolfe, and Dan Powers

Absent (1): Ron James

Adopted (2 to 0)

3. COMMISSIONER'S REPORTS

4. DISCUSSION ITEM – Proposed Legislation Regarding a Transfer Tax

Commissioner James presented proposed legislation to create a county residential real estate transfer tax with voter approval.

5. EXECUTIVE SESSION: 74-206(1)(b) Personnel

This executive session was not required.

6. EXECUTIVE SESSION: 74-206(1)(f) Legal

MOVER: Brad Wolfe
SECONDER: Ron James

Go into executive session per IC74-206(1)(f) legal.

Roll call vote.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

MOVER: Brad Wolfe
SECONDER: Ron James

Come out of executive session.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

7. Action Item – Proposed Delinquent Juvenile Ordinance

   This item will be considered in a public hearing on a future agenda.

12. PLANNING AND ZONING

1. 1:00 PM ACTION ITEM: Svenskaland Subdivision Extension Reconsideration

   Planning Administrator Joshua Chase presented the staff report for the Svenskaland Subdivision Extension Reconsideration.

   Fred Marmsater, representing the applicant, was present to explain the reason for the request. He believes that extenuating circumstances existed that caused the time to elapse for the application.

   The Board asked if the lot split would be allowed under the new code. Mr. Chase responded that it would not as the zoning is 5 acres. The Board discussed the recommendation to deny the request per the County attorney.

   MOVER: Dan Powers
   SECONDER: Ron James

   Continue this item to the October 22nd meeting for further legal review.

   AYES (3): Brad Wolfe, Ron James, and Dan Powers

   Adopted (3 to 0)

2. ACTION ITEM: Leigh Creek Estates Subdivision HOA Minor Plat Amendment

   Mr. Chase presented the staff report for the Leigh Creek Estates Subdivision HOA Minor Plat Amendment.

   Andy Kupser, representing the applicant, was present to answer questions. He did not believe the easements were properly approved as there is no record of what the prescriptive use(s) of the easements are.

   MOVER: Dan Powers
   SECONDER: Ron James

   Having found that the proposed minor plat amendment for the Leigh Creek Estates Subdivision complies with the requirements of the Teton County Land Development Code 4-14-D (6) based on the findings prepared in the staff report, I move to approve the application submitted on August 29, 2023, with the following conditions of approval:

1. A final technical survey review is required before a plat amendment can be recorded.

2. County receives notarized signatures from the affected lot owners.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. ACTION ITEM - Targhee Hill Estates Development Agreement

Mr. Chase presented the staff report for the Targhee Hills Estates Development Agreement.

Michael Viele and Husk Crowther, representing the applicant, were present to discuss the item. They are eager to get the project underway.

This item will be addressed on October 24th in a special meeting.

4. DISCUSSION ITEM: LDC Code Amendment Update

Mr. Chase presented a timeline for LDC revisions. He anticipates the process taking roughly six months. The Planning & Zoning Commission and BoCC will meet together again in February too discuss process. The Board asked about trying to streamline some processes.

13. ADJOURNMENT

MOVER: Ron James
SECONDER: Dan Powers

Adjourn the meeting.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

TETON COUNTY

BOARD OF COUNTY COMMISSIONERS MINUTES

September 8, 2025
9:00 a.m.
First Floor Commissioners' Meeting Room
150 Courthouse Dr, Driggs, ID 83422

Commissioners Present:	Brad Wolfe
	Ron James
	Dan Powers
Staff:	Dan Reyes, County Manager
	Darryl Johnson

1. MEETING CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve the agenda.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. ACTION ITEMS: CONSENT AGENDA

MOVER: Dan Powers
SECONDER: Brad Wolfe

Approve the consent agenda as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

1. Claims Report

   Approve the Claims Report as presented.

2. Certificates of Residency

3. Action Item – Liquor License Approval

   Preapprove existing 2025 Alcohol Beverage Licenses for 2026 if applicant meets the criteria needed for approval.

5. OPEN MIC

Nick Beard, Lessee Holder Driggs 160: Has an attorney online. Concerned that he has not heard from anyone except IDL, that the land is for sale. He also believes that it will be used for agriculture, and that Teton County will not make any money if the future use of the land qualifies for an Agricultural exemption.

Scott Jacobson, Tetonia: Is jointly represented with the Beard family regarding Driggs 160. Believes the state is not serving the best interest of the public. Accused Commissioner James of having a business relationship with Mr. Tull, someone expected to be bidding on the Driggs 160. Commissioner James explained that he does not have a business relationship with Mr. Toll.

Jennifer Bragg, Driggs: Asked why the address for Badger Creek LLC is listed as Commissioner James address. Commissioner James explained that he was the real estate agent for the sale of Badger Creek, not with Mr. Toll, but with the holding company.

Cindy Riegel, Victor: Thanked the County for taking a closer look at the setters place development agreement. Supports the letter the Driggs-160 letter written by Commissioner Powers, but thinks it can be improved by mentioning goals from the Comprehensive Plan. Has concerns about the relationship between Mr. Toll and Commissioner James; is worried about a conflict of interest.

Anthony Wilcox, Tetonia: Thinks Teton County should be careful regarding all endowment funds. Does not think Teton County should be swayed by online petitions.

Maggie Shaw, Driggs: Signed the petition and is in favor of the Driggs-160 letter written by Commissioner Powers. Wants the Board of County Commissioners to protect working families and constituents of Teton Valley.

Mike Merigliano, Tetonia: In favor of the Driggs 160 letter written by Commissioner Powers. Thinks the County should take a stance, and potentially ask the State to help the Beard family. Thinks that there is an error in the letter when it mentions that the sale of land is unprecedented; however, he believes that a lot of Teton County land was once state land, and that the Federal Government sells land all the time. He did a Net Present value calculation that estimates the land value to be- $330,000. Regarding Dorothy Gayle, he said the record is convoluted, and then asked what is motivating this mindless subdivision of land when there are so many vacant lots in the valley?

Nikki Richards, VARD: Mentions that the IDL asked the County to make a comment. She asked if Teton County heard back from IDL about how the money

from the sale is asked, and said that the money is not apportioned back to Teton County. Mentioned that at the 8/25/25 meeting, the BoCC asked for more public comments about the Driggs-160. Brought up that several groups in the community had inquired about the land to help increase its revenues, but that they were not returned.

Sara Hugues, the legal representation of Mr. Beard and Mr. Jacobson: Explained that maximizing value favors sales vs uses. She explained that because this is not a school endowment only property, that it has an additional test, not just maximizing value, but also best interest of the State of Idaho, to include environmental, recreational, and other considerations. She also explained that the terms of Mr. Beards lease was violated, and that the provisions within the agreement were not followed. Commissioner James had a question for Sara, what is the difference between a mixed endowment and endowments for schools? She explained that the funds are managed for specific purposes and institutions. The law differentiates endowments for public schools by requiring that the land manager maximize value. This is not a public schools endowment, but a mixed endowment that can only be disposed of when it is in the best interest of the State. She explained that selling the land certainly maximizes the land value, but it does not fit the criteria of what is in the best interest of the State.

Ida Hansen, Tetonia: Stated that there were 810 out of state & Country, and 651 signatures from Teton Valley. She also said that the IDL should buy land closer to the forest, with money from the profits of the sale, and let the Beards use that land. She also believes that this is a State issue, and that people should send their complaints to the State. She also thinks that Teton County can state that they are against the sale but that they should not be bully's.

Kathy O'Neil, Driggs: Comments are about Wildlife Advisory Committee, and wants the committee to be reinstated. Would like to be a part of the committee. She believes that the Committee can help take work away from County Staff to include grant management for the SS4A for wildlife vehicle mitigations. They can help with community outreach and scientific analysis. Commissioner Wolfe apologized for not handling this topic sooner.

Dusk Peterson, Driggs: Her and her partner live in a camper on agricultural land, and are being told they need to leave. She explained that they do not have money to buy land. They live on land that is owned by four property owners, and that they manage it.

Tom Miller, Driggs: Owns part of an 80acre contiguous property. Wants to see farmland protected and is confused about why temporary housing is not allowed for land managers on farmland.

Michael Whitfield, Driggs: Regarding Driggs-160, thought it was flippant how the Idaho Land Board referred to the sale of public lands in Teton County. He expressed that this land supports a working family, and other uses like wildlife corridors. Regarding settlers place, believes that because this is commercial

property, everyone in Teton County has standing. Regarding the Wildlife Advisory Committee, mentioned that the purpose of the committee is to promote several benefits to Teton County through the protection of wildlife, as outlined in the resolution. The resolution also explains that this group does not have any decision making power, and that the committee serves the goals as outlined in the Comprehensive Plan. He believes that this group can help with wildlife-vehicle collisions. Mentioned that he would like to be a part of the committee.

Curt Behle, Driggs: Regarding 12.8 Telecommunications. Believes that the County Code does not consider current technologies like Satellite Phones. Does not think it is fair that developers should have to be required to pay for infrastructure when there is satellite internet available. Regarding Driggs-160, asked if the County could purchase the Driggs 160. Believes that schools are underfunded, and that the sale should go forward to benefit the students of Idaho school systems.

Jan Betts, Driggs: Regarding Driggs-160, believes that the BoCC should represent the interests of the public, and that it is clear to her that the public is against this sale. She is also concerned about the appearance of a conflict of interest.

Barbera from Silver star: Regarding Telecommunications, the need for speed, as we improve AI, is only going to increase, and that Starlink can only serve 6 residents per square mile and will not meet the needs to Teton County. She asked the Commissioners to do more research before changing any policies. She also mentioned that Silverstar is regulated to pay for 90% of what goes in the ground. She stated that are efficient ways to bring in the infrastructure to reduce costs.

Commissioner Powers thanked those in attendance for their participation.

6. PUBLIC WORKS

1. Report: Public Works Dept. Update

   Darryl Johnson Public Works Director presented this item.

   He asked who would be making decisions regarding Fairboard improvements, and if there will be a working group to handle this. Commissioner Powers discussed an MOU with the Fairboard would help with this. Mr. Johnson will work with Mr. Reyes on this project.

2. Action Item – 2025 Scrap Metal Recycling Contract

   Darryl Johnson Public Works Director Presented this item.

   MOVER: Brad Wolfe
   SECONDER: Dan Powers

   Award the 2025 Scrap Metal Recycling contract for sell of scrap metal and tin to Pacific Recycling.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. Action Item – Rural & Tribal Assistance Pilot Program Grant Application Proposal

Darryl Johnson Public Works Director presented this item. Explained he is required to get permission from the BoCC to apply for grants. He explained the SS4A grant that the County is evaluating the traffic corridor and has identified issues, and that this grant will help with long term projects.

MOVER: Dan Powers
SECONDER: Ron James

Approve the RTA Pilot Program Grant Application Proposal for a traffic corridor study aimed at identifying mid to long range solutions for increased traffic on State Highways throughout Teton County

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

4. Action Item – T-Mobile Hometown Grant for Fairground Pavilion

Darryl Johnson the Public Works Director presented this item. Suzanne Astle, Facilities Supervisor, Hallie Poirier Fairgrounds Administrator.

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve the Grant Application Proposal to fund a 36'x50' pavilion at the fairgrounds through the T-Mobile Hometown Grant program

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

7. IT/EMERGENCY MANAGEMENT

1. DISCUSSION ITEM – 2025 September IT/EM Monthly Report

Greg Adams IT Manager, and Emergency Management Coordinator presented this report.

Greg explained that the IT interns program has been useful to the county and other jurisdictions. Interns have gotten great jobs thanks the the experience from TetonCounty.

2. Action Item -Utilize 2025 IT Cost Savings to offset Computer Replacement cuts in 2026 Budget

Greg Adams IT Manager, and Emergency Management Coordinator presented this item.

The Commissioners decided to hold off until they have a greater understanding of remaining Cash in October.

3. Action Item – Phone System Contract Renewal

Greg Adams IT Manager, and Emergency Management Coordinator presented this item.

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve and sign the contract amendment with Ednetics for phone service that goes through September 30, 2026.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

8. 4-H/EXTENSION

1. Action Item -1) PTO and 2)Comp Time/ Policy Change

Tammy Sachse, representing Teton County Extension.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Motion to rollover the 2025 PTO hours for Tammy Sachse, Abby Grundler to 2026 to be used by the end of December.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

9. PUBLIC APPEARANCE

1. DISCUSSION ITEM – Revisions to Idaho Code §§ 42-111 and 42-227

James Cefalo, IDWR East Regional Manager discussed these revisions. He explained that the Department is working to create a water district to manage unregulated groundwater in Teton County. There will be a public hearing 6:00 pm, September 23rd at the school district building to form the district. This will require flow meters. Mr. Cefalo walked the BoCC through the Guidance Memorandum.

10. OPERATIONS

1. Action Item - Minutes from June 2, 2025 Road Vacation/Validation Hearings

MOVER: Dan Powers
SECONDER: Ron James

Motion to approve the minutes from June 2nd with grammatical corrections to be made.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

2. Action Item – Longevity Bonus recognizing time in service.

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve one-time bonuses of $300 for Darryl Johnson, and $600 for Susan Hill, fund to come from remaining cash, celebrating them for their dedication and service to Teton County.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

11. COMMISSIONERS

1. ELECTED OFFICIALS & DEPARTMENT HEADS MEETING

2. EXECUTIVE SESSION: 74-206(1)(F) Legal

This item was not required.

3. COMMISSIONER'S REPORTS

Commissioner Powers:

Went to the DURA meeting. Learned that when the district expires, the revenue from it decreases.

Met with the Sheriff, who asked for posted speed limits. Have seen issues with campers and users in Teton Canyon. They did receive the grant for an additional deputy. They are advocating for the family lot split in the County Code, they believe a deputy or two might have left because of it.

Met with Fire Chief Maltaverne about the new EMS facility. They are concerned about insurance issues for people who live in the Forest Interface.

Met with several people about the Centennial Pathway. There are concerns about the skier tunnel getting cancelled if the pathway is not continued.

Met with PAWS, they are considering a Capital campaign for a new building.

Commissioner James:

Met with the City of Victor about the Centennial pathway. He believes that TCWY is planning to use money for alternative projects rather than the pathway completion.

Attended the Waterways and Recreation Advisory Committee meeting. Would like to explore more parking and signage. Also spoke with the Sheriff about helping any future river ambassadors. They are also looking for volunteers to fill their numbers.

Coffee with a Commissioner September 12th at Wydaho Roasters. The Commissioners asked Dan Reyes to look into a town hall at Wydaho in the Middle of October.

Commissioner Wolfe:

Met with the EIRSWD twice, and took a tour of the facility with Dan Reyes, Danny O'Donnell, Darryl Johnson.

4. Action Item – Commissioner Letter to Idaho Department of Lands RE: Driggs 160

Commissioner Powers wrote a draft letter from the County to the public. Commissioner James wrote a letter to the other County Commissioners explaining his view point that he shared in the meeting.

Commissioner Wolfe mentioned that he had received over 100 emails objecting to the sale and about five letters in favor of the sale. He expressed that he was conflicted, and that he would prefer to let the State handle it's business, but that he feels like he is supposed to vote how the public feels. He wants to hold off on the letter to the Idaho Department of Lands and give more time to the public to give their comments in favor or against.

Commissioner Powers indicated that the public has made itself clear. He said he understands the decision IDL made, but that the public has overwhelmingly opposed this sale.

No action taken today.

Minutes from 9/8/25

Commissioner Wolfe presented this item. He expressed that the public has vocally stated they are against the sale, and that he feels like it is his

responsibility to support the public opinion. He knows there are a group of people who are for the sale but have not vocally expressed their opinions.

Commissioner Powers stated that he now understands the endowment rules more clearly, and that he amended the letter he would like to send to the Idaho Land board.

Commissioner James read part of a letter he received, and explained that he would like to remain neutral. He stated that he wished the Clerk was present because he wanted to understand how much funding would come back to Teton County. He expressed that he did not know that this was a mixed endowment.

The commissioners are going to have a special meeting Friday at 9:00am to discuss this item.

5. DISCUSSION ITEM – Wildlife Advisory Committee

This item was moved to the next meeting.

6. EXECUTIVE SESSION: 74-206(1)(A) Hiring

MOVER: Brad Wolfe
SECONDER: Dan Powers

Go into executive session per IC74-206(1)(A) Hiring

Roll call vote: Wolfe Aye, Powers Aye, James Aye.

Adopted

MOVER: Brad Wolfe
SECONDER: Dan Powers

Exit executive session.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

12. PLANNING AND ZONING

1. ACTION ITEM: 1:00 PM - PUBLIC HEARING: Osprey Landing Final Plat Hearing

Planning Administrator Joshua Chase presented the staff report. Adrienne Lemmers, representing the applicant discussed the water. There will be a well for the fire pond and irrigation well. Commissioner Powers brought up the changes in water laws. Jeffrey Bower, legal representation for this applicant also spoke about the water regulation. The applicant understands that they do need to purchase a water right, but that they do

not want to be held up by this fact and are hoping to find administrative constraints rather than have their final approval stayed.

Public comment opened at 1:22 PM.

Dave Warnich and Diane lahe spoke neutrally as residents up 3000 in East Rendevous subdivision. Wanted to know what the timeline is for this project. Also asked about Sage Brush.

Public commented closed at 1:27 PM.

Board deliberation. Commissioner Wolfe wants to ensure we get the letter of credit and somehow address the water rights.

MOVER: Brad Wolfe
SECONDER: Dan Powers

Move to continue this action until our next meeting September 25th.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

2. ACTION ITEM: 1:20 PM - PUBLIC HEARING: South Leigh Creek Ranch Subdivision Major Plat Amendment

Joshua Chase Planning Administrator presented the staff report. Taylor Cooke, the representative from Nelson Engineering was available for comments.

Public comment opened at 1:40 PM.

No one present wished to speak.

Public comment closed at 1:41 PM.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Having concluded that the Criteria for Approval of a Major Plat Modification found in LDC 4-E have been met, I move to APPROVE the Amended Final Plat application for a Modification to Lot 19 of the South Leigh Creek Ranch Subdivision as described in the application materials submitted May 12, 2025 and as supplemented with additional applicant information attached to this staff report.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

3. ACTION ITEM: 1:30 PM - PUBLIC HEARING: Dorothy Gayle Reconsideration Request

Joshua Chase Planning Administrator presented this item. Commissioner Wolfe mentioned that the supreme court issued t hat if there was uncertainty about the access, then approval needs to be contingent upon judicial action.

Curt Behle, on behalf of the applicant, presented the request for reconsideration. He stated that he believes he has provided information that there is access. Mr. Behle claims that his applicant is being asked to file a judicial action against a property that is owned by a dissolved LLC.

Andrew Rawlings, County Legal representative, mentioned that the LLC is administratively defunct; however, it still exists. He also clarified the difference between judicial resolution and judicial review.

Public comment was opened at 2:03 PM.

Open: 2:03 pm

Mike Merigliano, Driggs, neutral. Mr. Merigliano was curious about this subdivision as a concerned citizen. He mentioned that there is lots of confusion about the easement.

Against:

Merri Moradian, neighboring property owner, spoke opposed. She wondered if the BoCC was aware of the judicial action being taken by the Moradians.

Public comment was closed: 2:07 pm.

Rebuttal: Curt feels like he never got clarity about the road maintenance agreement.

Commissioner Wolfe stated that he does not feel there is sufficient evidence to clearly say that the easement is there and proper. The road maintenance document is in question.

Curt mentioned that the road access and maintenance agreement does not describe the actual easement.

Chris Moss, from a title company, mentioned that the easement has been transferred historically through deeds. There is separate documentation, the maintenance and access document is unrelated. He stated that he believes there is a 60' easement.

Second Public hearing

Opened: 2:26pm

Against:

Chris Peterson stated that there are two 30' easements on two different properties.

Glenn Moradian stated that the road and maintenance agreement only refers to the property that is not his. He also mentioned a portion of 5000 along the northern border of his property is only a 30' easement. He mentioned that the actual document has a discrepancy.

Merri Moradian stated that there are traffic density concerns.

Rebuttal: Mentioned that the existing road agreement does not have party any of the existing land owners. Chris Moss mentioned that the easement was created before the Moradians bought the property.

Closed: 2:40pm

Commissioner Wolfe stated that all of this conversation has further lead him to believe that this needs to be determined by Judicial Process.

Commissioner James stated that there is a document from 1991 that describes the easement, but he agrees with Commissioner Wolfe, that there needs to be judicial resolution.

Commissioner Powers stated that the only certainty is uncertainty.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Having concluded that the Criteria for Approval of a Final Plat found in Title 9-3-2-D can be satisfied, and that the request for reconsideration has not provided sufficient justification to modify the previous approval including the conditions, I move to AFFIRM the Final Plat Written Decision for Dorothy Gayle Subdivision provided to the applicant on July 10th 2025.

AYES (2): Brad Wolfe, and Dan Powers

CONFLICT: (1): Ron James

Adopted (2 to 0)

4. ACTION ITEM: Written Decision for Northern Lights Subdivision Reconsideration

Joshua Chase Planning Administrator presented this item.

MOVER: Brad Wolfe
SECONDER: Ron James

I move to accept the written decision for the northern lights subdivision as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

5. ACTION ITEM: Written Decision for Back Forty Subdivision Minor Plat Amendment

Joshua Chase the Planning Administrator presented this item.

MOVER: Dan Powers
SECONDER: Brad Wolfe

I move that we accept the written decision for the back forty preliminary plat subdivision as presented.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

6. DISCUSSION ITEM: Settlers Place Development Agreement

Joshua Chase Planning Administrator presented this item.

Commissioner Wolfe, brought up that the primary concern was a car wash as a potential use. The Board thinks that the Development Agreement would be sufficient if it potentially excluded the carwash.

7. DISCUSSION ITEM: Svenskaland Subdivision Extension Reconsideration

Joshua Chase the Planning Administrator presented this item. He explained that this subdivision expired, and that the request for extension was submitted after it had expired. The Board said they always want to help a subdivision, but that in this case, the timeframe is too large. The Board indicated that the applicant is able to come in and ask for this.

8. DISCUSSION ITEM: Telecommunication Services to Subdivisions & Changes to Improvement Plans After Board Review

Joshua Chase, Planning Administrator presented this item.

Mr. Chase explained that there are sometimes changes to improvement plans that the Planning Administrator would like to have administrative authority to accept.

Mr. Chase outlined the telecommunication service requirements to each new lot, stating that they must be placed underground.

Jason Nelson from Silverstar indicated that wireless technology does continue to increase, but that it still does not have the capacity to meet the needs of users. He indicated that Silverstar also has agreements with developers that will reimburse up to 90% of the cost. He also mentioned

that if you don't put in the infrastructure than you have tied the users hands.

Curt Behle, a developer, mentioned that telecommunications is an outdated term from the 90s that does not consider current options and technologies. He explained that this creates a gray area for subdivisions.

13. ADJOURNMENT

MOVER: Brad Wolfe
SECONDER: Dan Powers

Adjourn the meeting.

AYES (3): Brad Wolfe, Ron James, and Dan Powers

Adopted (3 to 0)

AGENDA DISCUSSION ITEM

DATE:	2025-10-27
TO:	Board of County Commissioners
FROM:	County Administrator Dan Reyes
ITEM TITLE:	**DISCUSSION ITEM – Commercial Property Assessed Capital Expenditure Act**

Summary:

This item is for the BoCC to consider a C-PACE program for Teton County.

The Commercial Property Assessed Capital Expenditure Act (C-PACE), enables local governments in Idaho to impose a voluntary special assessment to repay financing of qualified projects on commercial property §67-3801.

In March 2025, Bryan Dunn, CEO of Cardinal lands approached Teton County about C-PACE and his interest in the program and the benefit to one of his projects C-PACE would provide.

Since March, Teton County has had several meetings with Mr. Dunn, representatives from different financers, and representatives from Coeur D'Alene, where a C-PACE program already exists (attached)

The Benefits of C-PACE

Developers have access to low-risk low-cost financing, for qualified improvements. According to the State of Idaho, "C-PACE programs [serve] a valid public purpose because the use of C-PACE programs will increase economic development, lower insurance costs, and lower disaster and emergency response costs to local governments. C-PACE programs will also decrease energy and water costs and encourage energy and water sustainability" [1]. This program creates an incentive for the use of sustainabile building materials, and water & energy efficiency improvements increasing the quality of new or improved commercial properties.

In order to qualify

There are different standards set in §67-3808 depending on whether this is new or existing property with improvements, but in both cases, a licenced engineering firm, engineer, or other qualified professional must provide the analysis proving the claims in efficiency.

The requirement to establish a C-PACE program

1) The County must adopt a resolution, by public hearing, pursuant to §67-3806.
2) Establish a C-PACE program.
3) Establish a program administrator or contract for professional services.

Administration of C-PACE

Where rules and regulations are determined by state statutue, and would be outlined in the

County's program guide, there are no County Departments with the capacity to administer a C-PACE program. Teton Regional Economic Coaltion Executive Director Andy Epperson has indicated that the administration of this program is inline with their mission to facilitate Economic Development, and that they are interested in exploring contract administration.

By statutue, a fee of no more than $500, may be charged per application, and a servicing fee for no more than 1%, not to exceed $50,000 for approved applications. Some of these fees can be used to pay for the contracted service.

Next Steps / Expected Outcome

Create an MOU with TREC for Program Administration.
Draft Resolution for BoCC Adoption
Develop Program Guidebook

Attachments:

[1] §67-38
[2] Couer D'Alene program example

Dan Reyes <dreyes@tetoncountyidaho.gov>

Support for C-Pace

1 message

Brandon Darnton [redacted] Mon, Oct 13, 2025 at 3:05 PM
To: dreyes@tetoncountyidaho.gov

Hi Dan,

Just a quick note in support of adopting C-PACE countywide — the more I learn about it, it seems that it could be an interesting option to explore as I look at future development in the valley as well as sharing the option with several of my friends who have been considering hotel / hospitality projects locally.

Any tool we can implement to foster quality development, increased local jobs and smart growth I would be in support. It also seems like a nice way to drive some future revenue for the county.

Best,
Brandon
Driggs/Tetonia

Dan Reyes <dreyes@tetoncountyidaho.gov>

Support for C-PACE in Teton County

1 message

Durtschi, Jake [redacted] Mon, Oct 13, 2025 at 10:00 AM
To: dreyes@tetoncountyidaho.gov

Dear Dan,

I'm writing to express my strong support for adopting the Commercial Property Assessed Clean Energy (C-PACE) program across Teton County.

C-PACE is a smart step forward for our region. It gives property owners access to long-term, fixed-rate financing for qualified energy-efficient and resilient improvements — tools that make it easier to build responsibly and sustainably.

Making C-PACE available countywide will expand what's possible for local developers and property owners who want to deliver high-quality, energy-efficient projects that align with our community's goals for affordability, economic vitality, and environmental stewardship. A few key benefits stand out:

- **Lower project costs mean lower housing costs.** By reducing the cost of capital, C-PACE helps make new housing more attainable for buyers and renters.
- **It drives local investment and jobs.** Construction, property management, and hospitality all benefit when financing barriers come down.
- **It strengthens the county's financial position.** Each C-PACE lien generates administrative fee revenue for the County—without creating fiscal risk.
- **It supports our sustainability goals.** Energy-efficient, resilient buildings directly contribute to a cleaner, more sustainable Teton Valley.
- **Other Idaho counties are already onboard.** Blaine and Kootenai Counties have adopted similar programs with strong results.

As someone actively involved in the community—and in local development—I see C-PACE as a practical, low-risk tool that encourages responsible growth while creating long-term value for Teton County.

Thank you for your time, your consideration, and your leadership as the County evaluates this important opportunity.

Sincerely,
Jake Durtschi
Victor, Idaho

--

Jake Durtschi, Jacob Grant Capital
Property Management | Brokerage | Development
[redacted]

Dan Reyes <dreyes@tetoncountyidaho.gov>

C-PACE

1 message

Kevin Flamm [redacted] Mon, Oct 13, 2025 at 10:57 AM
To: "dreyes@tetoncountyidaho.gov" <dreyes@tetoncountyidaho.gov>

Dear Dan,

I'm writing to voice my support for the countywide adoption of the Commercial Property Assessed Clean Energy (C-PACE) program.

C-PACE provides access to long-term, fixed-rate financing for energy-efficient and resilient building improvements—helping local property owners deliver higher-quality projects at lower cost. Expanding the program countywide would:

- Reduce financing costs and improve project feasibility.
- Support job creation across construction, hospitality, and tourism.
- Advance Teton County's housing and sustainability goals.
- Generate incremental tax and fee revenue without fiscal risk.

Also, several Urban Renewal districts will be closing (most prominent is The City of Driggs which is scheduled to close in 2028). Access to C_PACE funding will help close the gap created from this.

C-PACE is a practical, low-risk policy that strengthens the local economy and creates the correct incentive to build environmentally concuss.

Sincerely,
Kevin Flamm
Principal
Lot6 Group LLC
[redacted]

_____
Front Street Lofts
[redacted]

Dan Reyes <dreyes@tetoncountyidaho.gov>

Endorsement of C-PACE Financing Program for Teton County

1 message

Josh Siev [redacted] Mon, Oct 13, 2025 at 7:14 AM
To: "dreyes@tetoncountyidaho.gov" <dreyes@tetoncountyidaho.gov>
[redacted]

Dear Dan,

I am writing to express my strong support for the adoption of the Commercial Property Assessed Clean Energy (C-PACE) program across Teton County.

C-PACE represents a meaningful step forward in enabling responsible growth and sustainable development in our region. By providing access to long-term, fixed-rate, non-recourse financing for qualifying energy-efficient and resilient improvements, the program directly supports smart, forward-looking development.

Making C-PACE available countywide will expand the financing tools available to property owners and local developers who are committed to delivering high-quality, energy-efficient projects aligned with our community's goals for affordability, economic vitality, and environmental resilience. Key benefits include:

- Lower-cost construction financing that can translate into more attainable housing for local residents.
- Support for commercial development that stimulates local job creation in construction, property management, hospitality, and related industries.
- Additional administrative fee revenue for the County—providing new resources without increasing fiscal risk.
- Alignment with local sustainability and resilience goals by encouraging investment in lower-carbon, more efficient buildings.
- A proven, low-risk model already adopted in peer jurisdictions such as Blaine County and Kootenai County.

As an engaged member of the community, I view C-PACE as a practical, high-impact policy that will help us grow responsibly, strengthen our local economy, and enhance the long-term resilience of Teton County.

Thank you for your time, consideration, and ongoing leadership in evaluating this important initiative.



Joshua Siev
Managing Partner
[redacted]

Dan Reyes <dreyes@tetoncountyidaho.gov>

Endorsement of C-PACE Financing Program for Teton County

1 message

Todd Helman [redacted] Tue, Oct 14, 2025 at 7:29 PM
To: dreyes@tetoncountyidaho.gov

Dear Dan,

I'm writing to voice my support for the countywide adoption of the Commercial Property Assessed Clean Energy (C-PACE) program.

C-PACE provides access to long-term, fixed-rate financing for energy-efficient and resilient building improvements—helping local developers and property owners deliver higher-quality projects at lower cost. Expanding the program countywide would:

- Reduce financing costs and improve project feasibility.
- Support job creation across construction, hospitality, and tourism.
- Advance Teton County's housing and sustainability goals.
- Generate incremental tax and fee revenue without fiscal risk.

C-PACE is a practical, low-risk policy that strengthens both our built environment and local economy. Thank you for your leadership in considering this important initiative.

Sincerely,

Todd Helman
Canvasback Subdivision

Todd Helman
Terrace Capital
[redacted]

Dan Reyes <dreyes@tetoncountyidaho.gov>

CPACE - Support

1 message

Rob Pitts <[redacted] Sun, Oct 12, 2025 at 9:27 AM
To: dreyes@tetoncountyidaho.gov

Good Morning Dan, I have been made aware of the County's upcoming meeting in regards to CPACE adoption as a tool for developers. I wanted to make the County aware that I am fully in support of this.

I build multifamily and hotels throughout the West and am a user of CPACE. It is an extremely helpful tool for developers in our Western markets and especially helpful for smaller towns to obtain financing to help build different assets.

Not only is it helpful from a financing position, but really helpful from a clean energy perspective which Teton County supports. This would be a great benefit to smaller builders, developers, future tenants, and the County/Community at large.

I will not be able to attend this meeting, but wanted to express my support of this. Please reach out directly to me with any questions.

Rob Pitts

[redacted]

PITTS WEST INVESTMENTS

October 21, 2025

Board of County Commissioners
c/o Dan Reyes, County Manager
Teton County, Idaho
150 Courthouse Drive
Driggs, ID 83422

CITY OF VICTOR
OFFICE OF THE MAYOR

RE: Support for Countywide Adoption of C-PACE

Dear Commissioners,

I would like to express my support for Teton County's adoption of the Commercial Property Assessed Clean Energy (C-PACE) program.

I understand that the Board of County Commissioners will be considering C-PACE for countywide implementation later this month. From the City's perspective, this program represents a low-risk financing mechanism that can help advance several shared community priorities — including economic vitality, energy efficiency, and housing feasibility — without burdening taxpayers.

C-PACE provides access to long-term, fixed-rate, non-recourse financing for commercial and multifamily developments that incorporate energy-efficient, renewable, and resilient design features. It has already been adopted by peer communities across Idaho, including Blaine and Kootenai Counties, with positive results. Importantly, countywide adoption would streamline participation for projects throughout the valley, ensuring consistent access and administration.

I believe the program aligns well with Teton County's goals of supporting sustainable development, strengthening our tax base, and enabling private-sector investment in local projects that serve public interests. I encourage the Board to move forward with adoption.

Thank you for your consideration and for your continued partnership in advancing responsible growth and economic opportunity in Teton Valley.

Sincerely,



Will Frohlich
Mayor, City of Victor

Dan Reyes <dreyes@tetoncountyidaho.gov>

Support for C-PACE Across Teton County

1 message

Laura Burnham [redacted] Thu, Oct 23, 2025 at 11:00 AM
To: dreyes@tetoncountyidaho.gov

Dan,

I am reaching out to express strong support for the adoption of Commercial Property Assessed Clean Energy (C-PACE) program in Teton County to better promote responsible growth and quality development here. C-PACE financing opens doors to foster the right type of development with aligned incentives across public and private parties. This includes energy efficiency and attainable housing, both keynotes of Teton County's growth initiatives.

I am a Victor resident full time. I am also a land developer who would look to utilize programs like C-PACE to help deliver high quality development projects in Victor and Teton County that support the vitality of the community into the future.

I do not see a downside of adopting this program. It is a low-risk way for us to remove project hurdles that alternatively have been overcome by lowering the quality of the development product (i.e. lower cost materials, simplification of plans) to adjust for rising finance costs in the market. C-PACE will allow more flexibility to place funds into the project itself. That is a win-win for everyone.

Thank you in advance for your leadership and stewardship through this matter.

Regards,
Laura

--
Berg Land Company
Laura Burnham
Founder | Principal
[redacted]

PROGRAM GUIDEBOOK:
C-PACE PROGRAM

City of Coeur d'Alene, Idaho

Mayor	Woody McEvers
Council	Dan Gookin
	Amy Evans
	Kiki Miller
	Dan English
	Christie Wood
	Kenny Gabriel
City Administrator	Troy Tymesen
City Finance Director	Katie Ebner
City Attorney	Randall Adams

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I. Introduction

A. About C-PACE

In 2024, the Idaho Legislature passed Commercial Property Assessed Capital Expenditure enabling legislation, creating a new Chapter 38 in Title 67 of the Idaho Code. This legislation allows local governments to establish C-PACE programs within their respective jurisdictions. A C-PACE Program permits owners of eligible commercial property to seek and obtain long-term financing from private Capital Providers for certain Qualified Improvements, including facilities and equipment to promote energy efficiency, renewable energy, water conservation, and resiliency for qualifying buildings. Improvements made to reduce lead in drinking water are also considered Qualified Improvements. In short, C-PACE programs help developers make buildings more efficient and resilient. Furthermore, a C-PACE Program allows a local government to levy and collect a voluntary assessment to repay the financing of the improvements, and to record a lien on the property to ensure repayment. This approach to financing has been used on thousands of properties in more than 30 states and the District of Columbia.

The City of Coeur d'Alene has created and administers a C-PACE Program pursuant to the C-PACE Act. Under this Program, financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for City property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of the Property Owner at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the improvements. The City's Program exists under Idaho's C-PACE legislation and the rules established by this Guidebook. No change in the Program or in Idaho's C-PACE legislation will affect a Property Owner's obligations to pay C-PACE assessments incurred under the Program prior to such change.

B. Idaho C-PACE Program Guidebook

This Guidebook sets out the eligibility requirements for C-PACE projects in the City and the process for applying for C-PACE project approval.

II. Definitions

A. "Capital Provider" means a private third-party lender, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to Chapter 38, Title 67, Idaho Code.

B. "City" means the City of Coeur d'Alene and its officials with authority over this Program.

C. "Commercial Property" means:

1. Privately owned commercial, industrial, or agricultural real property; or

2. Privately owned residential real property consisting of five (5) or more dwelling units.

3. Property owned by nonprofit, charitable, or religious organizations; or

4. One (1) or more owner-occupied or rental condominium units affiliated with a hotel.

D. "C-PACE" means Commercial Property Assessed Capital Expenditure.

E. "C-PACE Act" means the Commercial Property Assessed Capital Expenditure Act, codified as Chapter 38, Title 67, Idaho Code.

F. "C-PACE Program" or "Program" means the program established by the City pursuant to the provisions of the C-PACE Act.

G. "Eligible Property" means any privately-owned commercial, agricultural, industrial, or multi-family real property with five (5) or more dwelling units located within the boundaries of the City, including properties owned by nonprofit, charitable, or religious organizations, or one (1) or more owner-occupied or rental condominium units affiliated with a hotel.

H. "Financing" means financing and refinancing for a Qualified Project pursuant to the C-PACE Act.

I. "Financing Agreement" means a contract under which a Property Owner agrees to repay a Capital Provider for the Financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the Financing.

J. "Program Administrator" means the City Treasurer or his or her designee, including a third party outside the City, to administer the Program in conformance with the administration procedures provided by the Program Guidebook.

K. "Program Guidebook" or "Guidebook" means this document which establishes appropriate guidelines, specifications, underwriting and approval criteria, and application forms consistent with the administration of a Program pursuant to the C-PACE Act, including:

1. The form for an assessment contract between the City and the Property

Owner for specifying the terms of assessment under the Program, Financing provided by a third party, and remedies for default or foreclosure;

2. The form for the notice of assessment and C-PACE lien; and

3. The form for a notice of assignment of assessment and C-PACE lien between the City and a Capital Provider.

L. "Project Application" means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.

M. "Property Owner" means the legal owner of qualifying Eligible Property, which is the record owner of title to the Eligible Property or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on any mortgage and property tax payments on the property, and cannot be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.

N. "Qualified Improvement" means a permanent improvement installed and affixed to Eligible Property and intended to:

1. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;

2. Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that provides thermal energy or regulates temperature;

3. Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;

4. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or

5. Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the City.

O. "Qualified Project" means a project approved by the Program Administrator,

involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement. A Qualified Improvement installed and operational no more than three (3) years prior to the date of application is eligible as a Qualified Project.

P. "Special assessment" means a voluntary assessment imposed by the City on Eligible Property located within the boundaries of the Program.

III. C-PACE Program Rules

This Guidebook establishes the guidelines, eligibility, and approval criteria, and adopts forms for the administration of the Program in accordance with the C-PACE Act. The intent of the Program is to enable financing for Eligible Property owners to make certain Qualified Improvements, including energy efficiency, renewable energy, water conservation, and resiliency improvements as described in the C-PACE Act. Council finds that the Program serves a valid public purpose because it will increase economic development, lower insurance costs, lower disaster and emergency response costs, decrease energy and water costs, and encourage energy and water sustainability.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application approved by the Program, constitute a Qualified Project. Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider.

A. Establishment of C-PACE Program Boundaries

The City Council adopted Resolution number [_____] on [_____], establishing the C-PACE Program for all Eligible Properties. The Program boundaries are the Coeur d'Alene City limits.

B. Administration of Program; Authorized Officials

The City Treasurer is the Program Administrator, and is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The City Treasurer may designate another City employee to act as the Program Administrator for a Project or the City Treasurer may designate a private third party, including a Capital Provider, to administer Program as provided by the Program Guidebook. The Program Administrator will execute the Assessment Agreement and C-PACE Lien documents on behalf of the City, and record the Notice of Assessment Interest and C-PACE Lien with the County.

The Program Administrator will:

1. Accept Project Applications from Property Owners and Capital Providers;

2. Review the Project Application to determine conformance with the Project Application Checklist;

3. Approve, conditionally approve, or disapprove the Project Application and communicate the decision to the applicant;

4. Execute the Assessment Agreement, Notice of Assessment Interest, and C-PACE Lien; and

5. Record the Notice of Assessment Interest and C-PACE Lien.

C. Eligibility Requirements

Any Property Owner of Eligible Property may apply for the Program. Qualifying costs that can be C-PACE financed include:

1. Materials and labor necessary for installation or modification of a Qualified Improvement;

2. Permit fees;

3. Inspection fees;

4. Lender fees;

5. Program application and administrative fees;

6. Project development and engineering fees;

7. Interest reserves;

8. Capitalized interest, in an amount determined by the Property Owner and Capital Provider; and

9. Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the City.

D. Application Process

The Program Administrator will review the Project Application (Form 1) for proof of compliance with Idaho Code and Coeur d'Alene Municipal Code requirements that are necessary for the City to approve the application and execute the applicable documents for the proposed C-PACE transaction.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect

a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

1. The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the City will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.

2. The Program Administrator will have ten (10) business days to review and approve the Project Application. If there are an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.

    a. The City application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***City approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the City to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.

    b. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.

    c. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.

3. Upon receipt of approval, the Capital Provider will draft the following "Closing Documents": the Assessment Agreement (Form 2), the Notice of Assessment Interest and C-PACE Lien (Form 3), and the Assignment of

Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (Form 4). At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the County may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.

4. At closing, the City will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement in the Kootenai County Recorder's Office.

5. Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.

6. The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement.

7. After project completion, the Property Owner will submit the Certificate of C-PACE Improvements Completion (Form 5) to the City, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

E. Application Documents

The Project Application must be submitted with the following documents appended:

1. Project Application Checklist

2. Mortgage Holder Consent (Form 6)

3. Certificate of Compliance for Public Benefits (Form 7), which includes:

    a. Certification that the project provides one or more of the following benefits to the public:

        i. Energy or water resource conservation

        ii. Reduced public health costs or risks

        iii. Reduced public emergency response cost or risk

4. Certificate of Qualified Improvements (Form 8)

a. A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.

5. For Existing Buildings:

a. For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the Qualified Improvements will or did result in either more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water. The energy analysis must be performed by an Idaho licensed engineering firm or engineer.

b. For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will or did result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact. The analysis must be performed by an Idaho licensed engineering firm or engineer.

6. For New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard. The certification must be provided by an Idaho licensed engineering firm or engineer.

F. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Program Administrator and shall be part of the closing of any C-PACE transaction. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

1. Assessment Agreement

2. Notice of Assessment Interest and C-PACE Lien

3. Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement

G. Recording

The City shall:

1. File a written notice of assessment and C-PACE lien with the County Recorder. The notice shall contain:
   a. The amount of the assessment;
   b. The legal description of the property;
   c. The name of each property owner;
   d. A copy of the written assessment contract; and
   e. A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property.

2. File and record each C-PACE lien with the County Recorder. The recording shall contain:

   a. The legal description of the property;
   b. The name of each property owner;
   c. The date on which the lien was created;
   d. The principal amount of the lien; and
   e. The term of the lien.
3. Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.
4. The City may delegate the recording responsibilities set forth in this section to the Capital Provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall also be recorded with the County Recorder.

H. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. The City has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended

use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

I. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection and enforcement of C-PACE Liens and financing installment payments will be the responsibility of the Capital Provider. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

J. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the City will collect a servicing fee equal to one percent (1%) of the total amount financed by the Property Owner, not to exceed fifty thousand and no/100 dollars ($50,000.00). This fee is due at the time of disbursement of funds by the Capital Provider, or any portion thereof. An application fee of five hundred and no/100 dollars ($500.00) will be paid with submission of the Program Application.

K. Term of an Assessment

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

L. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the City, the Property Owner must obtain and furnish to the City the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

M. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the City's website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

N. Government Has No Liability or Financial Responsibility

The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge,

offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner.

O. Amendments and Interpretation

This Guidebook is intended to establish the general rules and procedures applicable to the Program. The Program Administrator is authorized to make such minor amendments to the rules and procedures as may be required. A minor amendment is one which is fully consistent with the purposes of the Program, as expressed by State law and this Guidebook, and which does not substantially impact a Property Owner, an applicant, or the City financially or impair a property right protected by law. Any major amendments must be presented to City Council for approval.

The Program Administrator is further authorized to interpret the rules and procedures set forth in this Guidebook if it becomes evident that any provision of the Guidebook is reasonably capable of being understood in more than one sense. In making such interpretation, the Program Administrator shall consider the intent, purposes, and plain language of the Guidebook, in light of State law. No provision of the Guidebook should be interpreted so as to render any other provision superfluous or ineffective.

APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. Application (documents needed for approval of Application):

_____ 1. Are all blank spaces filled out on C-PACE Program Application?

_____ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?

_____ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?

_____ 4. Is the Certificate of Qualified Improvement attached?

_____ 5. Are authorized signatures properly affixed to the Application?

II. Closing (documents needed before Closing):

_____ 6. Is the Assessment Agreement completed and signed, with all required attachments?

_____ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?

_____ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?

_____ 9. Is all information which is necessary for Recording provided (*see* Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION
FORM 1

City of Coeur d'Alene
IDAHO

City of Coeur d'Alene

F t

[address redacted]

C [address redacted]

[phone redacted]

[email redacted]

For office use only
Application Fee: $500.00
Servicing Fee: $_____
Date Paid: _____
Approved by: _____
Date of Approval: _____

C-PACE PROGRAM APPLICATION

All blanks must be filled in. If the requested information does not apply, indicate "Does Not Apply" or "N/A."

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	
Total Amount Financed:	

Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative (*Briefly describe the overall project. Use additional sheets if necessary*.):

Project Details (*Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application if for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary*):

Please answer the following questions. You must answer "no" to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.

2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City's building code or, if none, a nationally available and recognized resiliency standard.

3. A copy of the appraisal for the property.

4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.

5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

ASSESSMENT AGREEMENT FOR C-PACE FINANCING FORM 2

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the "Agreement") is made and entered into as of this ___ day of _____, 20__, (the "Effective Date") by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the "City") and _____, the record owner(s) (the "Property Owner") of the real property described in Exhibit "A" (the "Property").

RECITALS

WHEREAS, the City, on November 5, 2024, established the Commercial Property Assessed Capital Expenditure Program (the "Program") through the adoption of Resolution No. 24-__ ("C-PACE Resolution") to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements ("Qualified Improvements"), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act") (as may be amended from time to time); and

WHEREAS, the City has designated the City Treasurer as the Program Administrator; and

WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the "Program Guidebook"), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner's Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the "C-PACE Application") including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the "Approved Project"); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the "Financing Agreement") between the Property Owner and _____ (the "Capital Provider") pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit "B" on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit "A." The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of $_____ (the "Assessment"), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit "C" attached hereto, and in the Assessment Schedule, Exhibit "D" attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Kootenai County Recorder's Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien ("Notice of Assessment"), substantially in the form of Exhibit "E." The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of ____ years on the due dates set forth in Exhibits "C" and "D" hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

(1) the Property Owner is the legal owner of the Property;

(2) the Property Owner is current on mortgage and property tax payments related to the Property;

(3) the Property Owner is not insolvent or in bankruptcy proceedings;

(4) title of the Property is not in dispute;

(5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and

(6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and

(7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Kootenai County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Kootenai.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE:

By: _____
Woody McEvers, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

PROPERTY OWNER:

By:_____
Its:_____

CITY'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

PROPERTY OWNER'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B

LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C

FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	**Total Payment Due**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E

NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	**City of Coeur d'Alene, Idaho**
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By:_____
_____, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By:_____
_____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[see attached]

NOTICE OF ASSESSMENT AND C-PACE LIEN FORM 3

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By:_____
_____, Mayor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By:_____
_____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[see attached]

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT FORM 4

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE, IDAHO
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by **the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [_____], 20__, by [_____] ("Property Owner") and Assignor, recorded on [_____], 20__ as Instrument No. _____ in the office of the Kootenai County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [_____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF COEUR D'ALENE

By:_____
Name: _____
Title: Mayor

ATTEST:

_____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

[CAPITAL PROVIDER]

By:_____
Name: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION FORM 5



CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A

C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT
FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:
BANK NAME: _____
BANK ADDRESS: _____
BANK CITY, STATE, ZIP: _____
PHONE NUMBER: _____
Loan Number(s): _____

Property Owner and Mailing Address:
OWNER NAME: _____
OWNER ADDRESS: _____
OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):
PROPERTY ADDRESS: _____
PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent ("Consent") by the undersigned entity (the "Mortgage Holder") with respect to the above-referenced loan(s) (the "Loan") secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to $[_____] through the levy of a contractual assessment (the "Assessment") pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act") in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure ("C-PACE") program ("Program") authorized by the City of Coeur d'Alene in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

The undersigned hereby represents that he/she is an officer authorized to execute and deliver this Consent on behalf of Mortgage Holder.

[MORTGAGE HOLDER]:

By _____(SEAL)
Name _____
Title _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7

C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____

_____

_____ (Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS *(please check all that apply; use additional sheets if necessary)***:**

____ Energy or water resource conservation
Please describe:_____

____ Reduced public health costs or risk
Please describe:_____

____ Reduced public emergency response cost or risk
Please describe:_____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

CERTIFICATE OF QUALIFIED IMPROVEMENTS FORM 8

CERTIFICATE OF QUALIFIED IMPROVEMENTS
Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.

2. If applicable: I am accredited by or belong to a firm with an accreditation from (*please denote with an "X" or checkmark, and attach verification of professional accreditation*):

__ Building Energy Assessment Professional (BEAP)
__ Building Energy Modeling Professional (BEMP)
__ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
__ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
__ Certified Energy Manager (CEM) (offered by AEE)
__ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
__ Certified GeoExchange Designer (CGD)
__ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
__ Certified Measurement and Verification Professional (CMVP) (offered by AEE and
EfficiencyValuation Organization)
__ Investor Confidence Project (ICP) Quality Assurance Assessor
__ Investor Confidence Project (ICP) Project Developer
__ LEED Accredited Professional
__ Licensed Architect
__Water Quality Association Professional Certification
__ North American Board of Certified Energy Practitioners (NABCEP)
(*for solar PV only, a design specialist certification is acceptable*)

3. The application is for:
___ an existing building
___ new construction

4. Please describe your relationship to the project:
   ____ I am employed by the project applicant in my professional capacity
   ____ I am a contracted independent third-party reviewer

5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
   Please describe:_____

6. The project proposal includes "Qualified Improvements", as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).

7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY *(please check all that apply)***:**

____ I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.

____ The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.
If other, please specify:
_____

FOR NEW CONSTRUCTION

I CERTIFY:

____ The proposed Qualified Improvements will enable the subject property's project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction's current building code, or meet or exceed the resilience standards of the jurisdiction's current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE
License No. _____

Stamp: _____

ATTACHMENTS

(*please denote using an "X" or checkmark, and attach to this Certificate of Compliance*)
___ verification of accreditation (*if applicable*):

_____

___ project proposal with list of estimated useful life of Qualified Improvements

___ energy analysis (*if applicable*)

___ other (*please specify*):
_____

___ other (*please specify*):
_____

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 38
COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE ACT

67-3801. SHORT TITLE. This act shall be known and may be cited as the "Commercial Property Assessed Capital Expenditure Act."

[67-3801, added 2024, ch. 239, sec. 1, p. 851.]

67-3802. LEGISLATIVE FINDINGS AND INTENT. It is the intent of the legislature to authorize the establishment of a commercial property assessed capital expenditure (C-PACE) program that local governments may voluntarily implement to ensure that free and willing owners of agricultural, commercial, industrial, or multifamily residential properties can obtain low-cost, long-term financing for qualifying improvements. The legislature finds that enabling local governments to adopt C-PACE programs serves a valid public purpose because the use of C-PACE programs will increase economic development, lower insurance costs, and lower disaster and emergency response costs to local governments. C-PACE programs will also decrease energy and water costs and encourage energy and water sustainability.

[67-3802, added 2024, ch. 239, sec. 1, p. 851.]

67-3803. DEFINITIONS. As used in this chapter:

(1) "Capital provider" means a private third-party entity, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to this chapter.

(2)(a) "Commercial property" means:

(i) Privately owned commercial, industrial, or agricultural real property; or

(ii) Privately owned residential real property consisting of five (5) or more dwelling units.

(b) "Commercial property" includes:

(i) property owned by nonprofit, charitable, or religious organizations; or

(ii) One (1) or more owner-occupied or rental condominium units affiliated with a hotel.

(3) "C-PACE program" or "program" means a commercial property assessed capital expenditure program established pursuant to the provisions of this chapter.

(4) "Financing" means financing and refinancing for qualified projects pursuant to this chapter.

(5) "Financing agreement" means a contract under which a property owner agrees to repay a capital provider for the C-PACE financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the C-PACE financing.

(6) "Local government" means a county, municipality, or other political subdivision of this state.

(7) "Program administrator" means a local government department or individual designated to administer a C-PACE program or a private independent

third party designated by the local government to administer a program in conformance with the administration procedures provided in this chapter.

(8) "Program guidebook" means a comprehensive document created by a local government that illustrates the applicable program and establishes appropriate guidelines, specifications, underwriting and approval criteria, and standard application forms consistent with the administration of a program pursuant to this chapter, including:

(a) A form for an assessment contract between the local government and the property owner for specifying the terms of assessment under the program, financing provided by a third party, and remedies for default or foreclosure;

(b) A form for a local government notice of assessment and C-PACE lien; and

(c) A form for a notice of assignment of assessment and C-PACE lien between a local government and a capital provider.

(9) "Project application" means an application submitted to a program to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.

(10) "Property owner" means the owner or owners on the title, duly recorded, or the owner of an estate for years created pursuant to a written lease agreement or similar agreement, of a commercial property;

(11) "Qualified improvement" means a permanent improvement installed and affixed to commercial property and intended to:

(a) Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;

(b) Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that provides thermal energy or regulates temperature;

(c) Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;

(d) Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or

(e) Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the local government.

(12) "Qualified project" means a project approved by the program administrator, involving the installation or modification of a qualified improvement, including new construction or the adaptive reuse of eligible property with a qualified improvement. Qualified improvements installed and operational no more than three (3) years prior to the date of application are eligible as qualified projects.

(13) "Region" means a geographical area eligible for a C-PACE program as determined by a local government pursuant to section 67-3805, Idaho Code.

(14) "Special assessment" means a voluntary assessment imposed by a local government on real property located within the boundaries of a C-PACE program.

[67-3803, added 2024, ch. 239, sec. 1, p. 851.]

67-3804. C-PACE VOLUNTARY SPECIAL ASSESSMENTS BY A LOCAL GOVERNMENT. (1) A local government may impose a voluntary special assessment to repay the financing of qualified projects on commercial property located in a region.

(2) A local government shall not impose an assessment to repay the financing of the purchase or installation of products or devices not permanently affixed to commercial property.

(3) A local government may impose a voluntary special assessment only after a project application is approved. The special assessment must be created through a written contract between the local government and the property owner of the property to be assessed.

(4) Prior to entering into the written assessment contract, the property owner shall obtain and furnish to the local government a written statement, executed and acknowledged by an authorized officer of each holder of a mortgage or deed of trust on the property securing indebtedness in the officer's sole and absolute discretion, consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.

[67-3804, added 2024, ch. 239, sec. 1, p. 852.]

67-3805. C-PACE PROGRAM -- AUTHORIZATION. (1) A local government may establish a C-PACE program and exercise all powers granted pursuant to this chapter.

(2)(a) The local government shall designate a region within its boundaries as an area in which C-PACE projects are permissible.

(b) If the local government is a county, then the region designated may encompass the whole of the unincorporated and incorporated areas inside the county's boundaries.

(3) A local government that establishes a program may enter into written agreements with a property owner to impose voluntary assessments to repay such owner's financing of a qualified project on the owner's property, provided that the conditions of section 67-3804, Idaho Code, are met.

(4) A local government may administer a program or delegate administration of a program pursuant to section 67-3806(4), Idaho Code.

(5) If the program provides for third-party administration, then the local government official authorized to enter into a written contract with a property owner pursuant to section 67-3806(1)(a)(viii), Idaho Code, shall also enter into a written contract with the party that administers the program. The contract must require the third party to reimburse the local government for costs associated with monitoring the program, imposing the assessment, and billing and collecting payments on behalf of the third party.

(6) The financing for assessments imposed may include but is not limited to:

(a) The cost of materials and labor necessary for the installation or modification of a qualified improvement;

(b) Permit fees;

(c) Inspection fees;

(d) Lender fees;

(e) Program application and administrative fees;

(f) Project development and engineering fees;

(g) Interest reserves;

(h) Capitalized interest, in an amount determined by the owner of the commercial property and the third party providing financing pursuant to this chapter; and

(i) Other fees or costs incurred by the property owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the local government.

(7) The written assessment contract constitutes written notice to the property owner that the owner may be responsible for the payment of any remaining principal balance of the assessment upon the refinance or sale of the property unless the remaining principal balance is assumed by the acquiring property owner. The local government shall require each property owner to acknowledge, in writing, the notice as part of the execution of the contract.

[67-3805, added 2024, ch. 239, sec. 1, p. 853.]

67-3806. PROCEDURES TO ESTABLISH A C-PACE PROGRAM. (1) To establish a C-PACE program pursuant to this chapter, the local government must:

(a) Adopt a resolution of intent that includes:

(i) A finding that the financing of qualified projects through special assessments is a valid public purpose;

(ii) A statement that the local government intends to authorize direct financing between property owners and capital providers as the means to finance qualified projects;

(iii) A statement that the local government intends to authorize special assessments, entered into voluntarily by a property owner with the local government by means of the written assessment contract, to repay the financing for qualified projects available to property owners;

(iv) A description of the types of projects that may qualify for voluntary special assessments;

(v) A description of the boundaries of the region;

(vi) A description of the proposed arrangements for administration of the program according to the provisions of this chapter;

(vii) A statement of the time and place for a public hearing on the proposed program as required in paragraph (b) of this subsection; and

(viii) A statement designating the local official, department, or employee charged with administering the program and executing written agreements with property owners to impose voluntary assessments on a property.

(b) Hold a hearing for the public to comment on the proposed program as outlined in the resolution of intent; and

(c) Following such hearing, adopt a resolution establishing the program and its terms.

(2) Subject to the terms of the resolution establishing the program as provided in subsection (1)(c) of this section, the local government may amend a program by resolution.

(3) The enactment of a resolution establishing a program and its terms shall allow a local government to place voluntary special assessments on property without any additional action by the local government.

(4) A local government may:

(a) Hire and set the compensation of a program administrator and program staff; or

(b) Delegate or contract for professional or administrative services necessary to administer the program on a nonexclusive basis.

(5) A local government is authorized to impose service fees to offset the actual and reasonable costs of administering a program. A fee of no more than five hundred dollars ($500) may be charged at the time of a property owner's application. In addition, a servicing fee for approved applications may be calculated as one percent (1%) of the total amount financed, not to exceed fifty thousand dollars ($50,000).

[67-3806, added 2024, ch. 239, sec. 1, p. 854.]

67-3807. C-PACE PROGRAM REQUIREMENTS. The terms of a program established pursuant to section 67-3806(3), Idaho Code, shall include:

(1) Appropriate eligibility factors, including certification by the property owner that:

(a) The property owner requesting to participate in the program:

(i) Is the legal owner of the benefited property;

(ii) Is current on mortgage and property tax payments; and

(iii) Is not insolvent or in bankruptcy proceedings; and

(b) The title of the benefited property is not in dispute;

(2) A requirement that:

(a) The total debt secured by the property, including the C-PACE assessment, does not exceed ninety percent (90%) of the fair market value of the property as complete or as stabilized;

(b) The C-PACE assessment does not exceed:

(i) In the case of new construction, thirty-five percent (35%) of the fair market value of the property as complete or as stabilized; or

(ii) In the case of a retrofit of existing property, twenty-five percent (25%) of the fair market value of the property as completed or as stabilized; and

(c) The determination of fair market value shall be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application;

(3) A description of the types of qualified projects that may be subject to special assessments;

(4) A statement identifying the local government official authorized to enter into and execute written contracts on behalf of the local government;

(5) A statement that the period of the special assessment must not exceed the weighted average of the useful life of the qualified project that is the basis for the assessment;

(6) A statement explaining the manner in which property will be assessed and how assessments will be collected; and

(7) The procedures for billing and collecting voluntary special assessments and remedies for enforcement of a delinquent special assessment.

[67-3807, added 2024, ch. 239, sec. 1, p. 854.]

67-3808. C-PACE APPLICATION AND REVIEW PROCESS. (1) A local government participating in a C-PACE program must establish the form and manner of a C-PACE application and review process to evaluate project applications for C-PACE financing. At a minimum, an application shall require that:

(a) An applicant must demonstrate that the project provides one (1) or more of the following benefits to the public:

(i) Energy or water resource conservation;

(ii) Reduced public health costs or risk; or

(iii) Reduced public emergency response cost or risk;

(b) For an existing building, an applicant must provide an energy analysis by a licensed engineering firm, engineer, or other qualified professional listed in the program guidebook and:

(i) Where energy or water usage improvements are proposed, a statement by the author of the analysis that the proposed qualified improvements will result in either more efficient use or conservation of energy or water or the addition of renewable sources of energy or water; or

(ii) Where resilience improvements are proposed, a statement by the author of the analysis that the qualified improvements will result in improved resilience; and

(c) For new construction, an applicant must provide certification by a licensed engineering firm, engineer, or other qualified professional stating that the proposed qualified improvements will enable the project to:

(i) Exceed the current building code's requirements for one (1) or more of the following:

1. Energy efficiency;
2. Water efficiency;
3. Renewable energy; or
4. Renewable water; or

(ii) Meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard.

(2) A local government shall establish a process for reviewing and approving applications for financing. The local government may require a capital provider to certify to the local government, in accordance with a process approved by the local government, that the property owner and the project meet the requirements of this chapter and the program guidebook and qualify for financing pursuant to this chapter.

(3) The local government's duties shall also include:

(a) Execution and recording of the written assessment contract between the property owner and a duly authorized official of the local government, as well as execution and recording of the local government notice of assessment and C-PACE lien; and

(b) Execution and recording of the notice of assessment and C-PACE lien, assignment of the assessment agreement to the capital provider, and notice of assignment of assessment and C-PACE lien to the capital provider.

(4) The local government may bill, collect, and enforce the special assessment in the same time and same manner as a property tax, or the local government may assign to the capital provider providing financing the sole responsibility for billing, collection, and enforcement of the special assessment and lien. The decision of the local government to delegate must be made no later than the execution of the written assessment contract. After one (1) year from the date of any delinquency, enforcement of a delinquent assessment payment by a capital provider shall be made in the same manner as that prescribed in chapter 15, title 45, Idaho Code, for a deed of trust, ex-

cept assessments not yet due may not be accelerated or eliminated by foreclosure of the past due amounts of the lien, or a property tax foreclosure or any other foreclosure of an indebtedness on the property. In any enforcement action by either the local government or capital provider, any outstanding and delinquent local property taxes at the time of the enforcement action must be satisfied prior to the delinquent amounts of the special assessment.

(5) The local government, its officers, and employees are not liable at law or equity for actions taken pursuant to this section, except in cases of gross negligence, recklessness, or willful misconduct.

(6) After an approved project is completed, an applicant shall provide to the local government written verification, as defined in the program guidebook, stating that the qualified project was properly completed and is operating as intended.

[67-3808, added 2024, ch. 239, sec. 1, p. 855.]

67-3809. AUTHORIZED ACTIONS. The proposed arrangements for financing a qualified project may authorize the property owner to:

(1) Directly purchase the equipment and materials for the installation or modification of a qualified improvement; or

(2) Contract directly, including through a lease, power purchase agreement, or other service contract, for the equipment and materials used in the installation or modification of a qualified improvement.

[67-3809, added 2024, ch. 239, sec. 1, p. 856.]

67-3810. RECORDING OF CERTAIN DOCUMENTS REQUIRED. (1) A local government that authorizes financing through special assessments pursuant to this chapter shall:

(a) File a written notice of assessment and C-PACE lien in the records of the office of the county register of deeds of the county in which the property is located. The notice must contain:

(i) The amount of the assessment;

(ii) The legal description of the property;

(iii) The name of each property owner;

(iv) A copy of the written assessment contract; and

(v) A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property;

(b) File and record each C-PACE lien in the real property records of the county in which the property is located. The recording must contain:

(i) The legal description of the property;

(ii) The name of each property owner;

(iii) The date on which the lien was created;

(iv) The principal amount of the lien; and

(v) The term of the lien; and

(c) Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.

(2) A local government may delegate the recording responsibilities set forth in subsection (1) of this section to the capital provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall be recorded in addition to the requirements of subsection (1) of this section.

[67-3810, added 2024, ch. 239, sec. 1, p. 856.]

67-3811. EFFECT OF RECORDING. (1) A special assessment and any interest or penalties on the assessment:

(a) Is a first and prior lien against the commercial property on which the assessment is imposed, from the date on which the notice of special assessment is recorded pursuant to section 67-3810, Idaho Code, until the assessment, interest, and penalty is paid; and

(b) Is junior to any lien for any other local government property tax or ad valorem tax.

(2) The lien runs with the land, and any portion of the assessment under the assessment contract that is not yet due must not be accelerated or eliminated by foreclosure of a property tax lien or any other foreclosure.

(3) A provision of a deed of trust, mortgage, or other agreement between a lienholder and a property owner providing for the acceleration of any payment under the deed of trust, mortgage, or agreement solely as the result of entering into an agreement to finance an assessment authorized by this chapter is unenforceable as to an executed consent pursuant to section 67-3804(4), Idaho Code. A lienholder or loan servicer may increase the monthly amount held in escrow as required to annually pay the assessment.

[67-3811, added 2024, ch. 239, sec. 1, p. 857.]

67-3812. CONTRACTS WITH OTHER GOVERNMENTAL ENTITIES. The local government implementing a C-PACE program pursuant to this chapter may contract with another local governmental entity, including a county assessor of property, to perform the duties of the local government relating to the billing, collection, enforcement, and remittance of special assessments imposed pursuant to this chapter.

[67-3812, added 2024, ch. 239, sec. 1, p. 857.]

67-3813. JOINT IMPLEMENTATION OR ADMINISTRATION. (1) A combination of local governments may agree to jointly implement or administer a program pursuant to this chapter.

(2) If two (2) or more local governments implement a program jointly, then a single public hearing held jointly by the cooperating local governments is sufficient to satisfy section 67-3806(1)(b), Idaho Code.

(3) One (1) or more local governments may contract with a third party, including another local government, to administer a C-PACE program on a nonexclusive basis.

(4) If one (1) or more local governments contract with a third party, including another local government, to administer a C-PACE program, then other qualified third parties must also be granted the right to enter into a contract to administer the program on the same terms.

[67-3813, added 2024, ch. 239, sec. 1, p. 857.]

67-3814. PROHIBITED ACTIONS. A local government that establishes a region, as defined in section 67-3803, Idaho Code, shall not:

(1) Make the issuance of a permit, license, or other authorization from the local government to a person who owns property in the region contingent on the person entering into a written contract to repay the financing of a qualified project through special assessments pursuant to this chapter; or

(2) Otherwise compel a person who owns property in the region to enter into a written contract to repay the financing of a qualified project through special assessments.

[67-3814, added 2024, ch. 239, sec. 1, p. 858.]

67-3815. NO FULL FAITH AND CREDIT. The state or any local government shall not use public funds to fund or repay a loan between a capital provider and a property owner. This chapter does not pledge, offer, or encumber the full faith and credit of a local government. A local government shall not pledge, offer, or encumber its full faith and credit for a lien amount through a C-PACE program.

[67-3815, added 2024, ch. 239, sec. 1, p. 858.]

AGENDA ACTION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: Prosecutor Bailey Smith

ITEM TITLE: **Action Item – Engagement Letter with RKG**

Summary:

This item is for the BoCC to consider an engagement Letter

Attachments:

Engagement Letter

SUGGESTED MOTION:

Approve engagement letter as presented.

FY25 RKG LEGAL SOLUTIONS ENGAGEMENT AGREEMENT FOR LEGAL SERVICES

This Agreement is made and entered into by Teton County, a duly formed and existing county pursuant to the laws and constitution of the State of Idaho, (the "County"), and RKG Legal Solutions PLLC (the "Contractor") (together, the "Parties").

The County's Board of County Commissioners (the "Board") possesses the authority pursuant to Idaho Code §§ 31-801, 31-813 and 31-828 to enter this Agreement with the Contractor. Because this Agreement is for professional services, no formal procurement process is required under Idaho Code § 67-2803(4). The Board has consulted with the Teton County Prosecuting Attorney (the "Prosecuting Attorney"), who has approved this Agreement.

The Parties agree as follows:

1. **Scope of work.**

(a) The Contractor agrees to perform legal tasks, represent the County as a sworn Deputy Prosecuting Attorney and provide the following services, as needed and requested by the Prosecuting Attorney:

i. Prosecution of misdemeanor, juvenile and infraction cases, and resolution of the same;

ii. Prosecution of other criminal matters and resolution of the same and/or assistance with the same, as requested by the Prosecuting Attorney;

iii. Attend Teton County problem solving court and staffing sessions for the same;

iv. Conduct legal research as needed or as requested by the Prosecuting Attorney;

v. Advise the Teton County Sheriff's Office on criminal matters as needed and participate in-call duties;

vi. Provide legal trainings to the Teton County Sheriff's Office and other law enforcement and county employees, as needed;

vii. Assist with trials and preparation for same, as needed;

viii. Other legal tasks and duties, as requested by the Prosecuting Attorney.

2. **Compensation.**

(a) *Fees*. The County will swear-in the Contractor as a Deputy Prosecuting Attorney for Teton County and will compensate the contractor for attorney services at a rate of $10,333/month. If the Contractor's commencement or conclusion of services in accordance with the terms herein results in

perfo[redacted]e of a partial month of services, pay will be pro-rated based on the number of days worked in such [redacted].

(b) *No Benefits*. The Contractor is engaging with the County as an independent-contr[redacted]and understands that he is not entitled to any employment benefits. The Contractor expressly waiv[redacted]claim of employee status or resulting benefits.

(c) *Weekly expectations*. The hours required to perform the scope of work will fluctu[redacted]d will be ultimately at the Contractor's discretion. However, the Contractor expects to provide appr[redacted]tely 40 hours of services to the County each week, and the County expect approximately 40 hour[redacted]veek will be required to perform the scope of work.

(d) *Annual expectations*. The days required to perform the scope of work will fluct[redacted]However, in order to adequately perform the duties herein including court coverage duties, the C[redacted]ctor will be unavailable no more than 20 weekdays (excluding court holidays) in any given calen[redacted]ar and will miss no more than 4 Wednesdays when magistrate/juvenile court is in session.

(e) *County Laptop.* Given the confidential nature of criminal prosecution related docu[redacted], the County will provide the Contractor with a County laptop in the event one is available. If a Co[redacted]ptop is provided, it shall only be used for the provision of services to the County. In the event that [redacted]nty laptop is not available, the Contractor will provide his own laptop equipped with office softw[redacted]o include Microsoft Word, Excel and PowerPoint, photo and video-viewing programs capable of vi[redacted]bodycam footage and photographic evidence, and a PDF-editing program such as Adobe or Nitro[redacted]The Contractor will implement any security measures requested by the County's Information Tech[redacted]y department and will follow all document storage and retention instructions provided by the Pros[redacted]g Attorney.

(f) *Additional expenses*. Unless otherwise specified or agreed, the County will not reim[redacted]the Contractor's costs for phone calls, state bar license fees, continuing legal education or office equi[redacted]. The County will pay the Contractor's, filing fees, expert fees, transcription fees, witness fees and [redacted]ther necessary costs related to the prosecution of County cases, as pre-approved by the Pros[redacted]g Attorney.

(g) *Invoices & Payment*. The Contractor shall provide an invoice to the County within five [redacted]ss days of the end of each calendar month. The invoices must show the total number of hours bille[redacted]a separate breakdown of tasks performed shall be provided to the Prosecuting Attorney. The Cou[redacted]ll pay invoices within 30 days of receipt, unless other payment arrangements are approved by the C[redacted]ctor.

Term. The term of this Agreement (the "Term") is from the date of the last signature to this Agreement until September 30, 2026. The Contractor will be available to begin performing services under this agreement beginning November 1, 2025. Upon expiration of the Term, this Agreement will automatically renew for a subsequent term extending until September 30 of the following calendar year, unless terminated per the below procedure.

[address redacted]

4. **Termination.**

(a) *Termination for convenience.* Either Party may terminate this Agreement, in whole or in part, at any time, with or without cause, by providing at least 15 calendar days prior written notice to the other Party.

(b) *Mutual termination*. This Agreement may be terminated immediately by mutual agreement in writing by both parties.

5. **Non-appropriation.** In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the County may cancel this Agreement for any fiscal year if the necessary funds for fulfillment of this Agreement are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this Agreement, without penalty, if the County determines not to budget or appropriate funds from revenues legally available to it, for the contracted goods and services. The County's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

6. **Assignment.** The Contractor's duties under this Agreement shall be personally performed by RKG Legal Solutions PLLC., and shall not be transferred or assigned to any other individual that may come to work at the Contractor or any other party without the prior written consent of the Prosecuting Attorney.

7. **Indemnification.**

(a) *By the Contractor*. In the event that the County is alleged to be liable as a result of wrongful acts, omissions, or negligence, or all three (3), of the Contractor, its employees, agents or its subcontractors, the Contractor shall indemnify, defend, and hold harmless the County, its employees, Electeds, officers, agents, representatives, externs, interns, volunteers, affiliates, successors, and permitted assigns (collectively, the "Indemnified Party") from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the Contractor. The Contractor shall not enter into any settlement without Indemnified Party's prior written consent. This duty extends only to the extent there are no allegations of wrongful acts, omissions or negligence of the Indemnified Party.

(b) *By the County*. To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), the County shall indemnify and hold harmless the Contractor, its officers, employees, and Contractor-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the County's negligent acts, errors, or omissions in the performance of this Agreement. This duty extends only to the extent there are no allegations of wrongful acts, omissions or negligence of the Contractor.

8. **Insurance.**

(a) Whereas the County's ICRMP policy includes coverage for "City or county prosecutors, or appointed city attorneys, while serving as independent contractors in the course and scope of their statutory roles," the County will not require the Attorney to carry professional liability

insurance coverage for performance of the duties contemplated herein.

9. **Independent contractor.**

(a) *Right of control*. The County has no right to control or direct the details, manner, or means by which the Contractor accomplishes the results of the services performed hereunder, other than otherwise set forth in this Agreement. The County may inspect the work of the Contractor as it progresses solely for the purpose of determining whether the work is completed. The Contractor must not let its other contracts or work interfere with the performance of its services under this Agreement.

(b) *Relationship*. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the County. The Prosecuting Attorney determines the work to be done by the Contractor, but the Contractor determines the legal means by which it accomplishes the work specified by the Prosecuting Attorney.

(c) *Taxes*. The County will not withhold income taxes (federal, state, or local) or payroll taxes on behalf of Contractor, its employees, agents or subcontractors. The County shall provide the Contractor with an IRS Form 1099-MISC on or before the January 31 following any year in which the Contractor has rendered services to County. The Contractor is liable for all federal, state, and local taxes, including Social Security taxes, for itself, its employees, and its subcontractors. The County will not treat the Contractor, its employees, or its subcontractors as employees of the County with respect to the services performed hereunder.

(d) *Benefits*. Because the Contractor is engaged in its own independently established business, the Contractor, and any of his employees and subcontractors are not eligible for, and may not participate in, any of the County's benefits of employment, including, but not limited to, vacation, medical insurance, life insurance, disability insurance, employee pension, health insurance, or any other fringe benefit. The County is not responsible for making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on behalf of the Contractor, its employees, or its subcontractors.

10. **Representations.** The Contractor represents the following:

(a) That it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. The Contractor will provide paralegal services rather than legal services until the Contractor obtains an Idaho Bar license. After obtaining an Idaho Bar license, the Contractor will provide attorney services.

(b) That there are no judgments, liens, actions, or proceedings existing or pending against the Contractor which would materially affect the Contractor's ability to enter into or perform under this Agreement.

(c) That the Contractor is professional corporation duly organized, validly existing, in good standing under the laws of its state of organization and has all necessary corporate powers to enter into this Agreement.

(d) That this Agreement shall not be interpreted to limit the County's authority to retain the services of outside legal counsel to perform any legal services, whether as a result of the County's need for special expertise or otherwise.

(e) That the Contractor will comply with all applicable laws and rules of professional conduct in the performance of the services hereunder.

11. **Nonwaiver.** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

12. **Choice of law.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

13. **Choice of forum.** No Party may commence any action, litigation, or proceeding against the other Party in any way arising from or relating to this Agreement (including but not limited to claims sounding in contract, equity, tort, fraud, or statutory claims), in any forum other than the courts of the State of Idaho sitting in Teton County, Idaho, and any appellate court from any thereof, or, if such court does not have subject-matter jurisdiction, the United States District Court for the District of Idaho. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and must bring any such action, litigation, or proceeding only in such courts. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. **Waiver of jury trial**. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement (including but not limited to claims sounding in contract, tort, breach of fiduciary duty, and all other common law or statutory claims). The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court.

15. **Entire agreement.** This Agreement is the entire agreement between the Parties, and is a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter.

16. **Amendments**. No amendment to this Agreement is effective unless it is in writing and signed by the Parties.

17. **Severability**. This Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) is not in any way to be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision is to be deemed modified and replaced by a provision that approximates the intent of the Parties and economic effect of the unenforceable provision.

18. **Attorney fees.** Reasonable attorney fees shall be awarded to the prevailing party in any action arising from or relating to this Agreement.

19. **Survival.** The terms of sections 7, 8(a)(ii), 12, 13, 14, and 18 survive termination or expiration of this Agreement.

[*signatures on the following pages*]

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Teton County Commissioner Brad Wolfe, Chair

DATED this ____ day of _____, 2025.

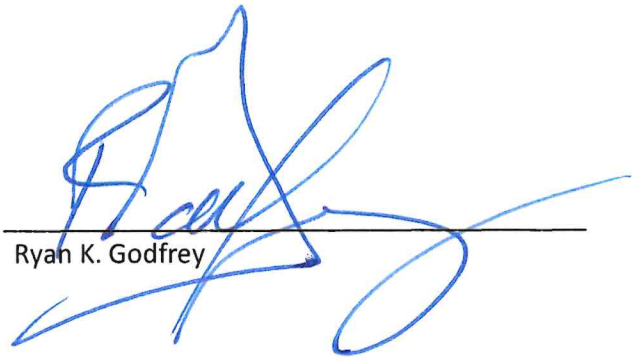
_____
Teton County Commissioner Ron James

DATED this ____ day of _____, 2025.

_____
Teton County Commissioner Dan Powers

DATED this ____ day of _____, 2025.

RKG LEGAL SOLUTIONS, PLLC.



Ryan K. Godfrey

DATED this 16th day of October, 2025.

TETON COUNTY PROSECUTING ATTORNEY

/s/ Bailey Smith
Teton County Prosecuting Attorney Bailey Smith

DATED this 16th day of October, 2025.

AGENDA DISCUSSION ITEM

DATE:	2025-10-27
TO:	Board of County Commissioners
FROM:	County Administrator Dan Reyes
ITEM TITLE:	**11:10 am MT Public Appearance from Valley Adaptive Sports**

Summary:

This item is for the BoCC to consider a discussion regarding ADA accessible transportation and potential opportunities.

Valley Adaptive Sports Executive Director Nate Carey will be present to dicuss this message sent to the BoCC.

"Our START commuter bus and Grand Targhee Shuttle are not meeting their goals. People with disabilities have no public transit to get to the supermarket, or to doctors appointments if they don't have family or loved ones to bring them. The CDC put out a study in 2024 relating that public health is directly related to access to transportation.

Idaho Transportation Department has $22 Million in match grant funding available for Rural Transit Providers. Application due December 22. ITD will review the grant with the team after this deadline. Funding will become available October 1, 2026. The 5310 and 5311 grants will be applied for because we are rural, and have segments of the population that are elderly, have disabilities and lack access to transportation.

We have been working with Downtowner, a transit management company, who operates similar micro-transit and on-demand transit in Jackson, WY for START. They also operate in Idaho Falls, Twin Falls, Jerome, Park City, Crested Butte, and many other communities similar to ours. The Downtowner App would link START, Targhee Shuttle, and on-demand in one location for ease of use. They staff W-2 drivers, ADA accessible buses.

I would like to present to you to gather support for this project at a County level. We have presented to Driggs and Victor City Councils. Victor has offered parking in their new public works facility. Victor and Driggs managers have offered to collaborate in the development and writing of this grant.

The program would serve the greater Victor and Driggs area initially with opportunity for growth moving forward. This is an opportunity that comes every two years. The impact of this pilot program will help our community grow and thrive. I look forward to presenting to you and answering any questions you may have."

AGENDA DISCUSSION ITEM

DATE: 2025-10-27

TO: Board of County Commissioners

FROM: County Administrator Dan Reyes

ITEM TITLE: **11:30 am MT Public Appearance: Teton County Idaho Joint Housing Authority**

Executive Director Jerod Pfeffer

Summary:

The TCIJH Executive Director will provide an update on the Housing Authority.

Attachments:

Report

Teton Valley Housing
Teton County Joint Housing Authority

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

October 21, 2025

RE: Teton Valley Housing Update

1. **Housing Partner Meeting:** Teton Valley Housing is working to convene a bi-annual Housing Partner Meeting to provide comprehensive updates on implementation of the 2025–2027 Housing Action Plan, and to enhance coordination among the joint-powers jurisdictions. The meeting will also serve as a forum to collaboratively address opportunities and challenges, align policy efforts, exchange technical information, and establish consistent points of contact for workforce housing initiatives.

   Participation is envisioned to include one elected official and one staff representative from each jurisdiction, along with Teton Valley Housing staff and the Commission Chair.

   Teton Valley Housing respectfully requests that the Board of County Commissioners appoint one member to represent Teton County in this capacity.

2. **175 Front Street:** Northwest Real Estate Capital Corp. (NWRECC) has submitted the Design Review – Sketch Plan for the 175 Front Street Project to the City of Driggs (project summary below).

Submitted by:

Jerod Pfeffer, Executive Director
Teton Valley Housing



Phon [phone redacted] Fa [phone redacted] Toll-Free (888) 270-3274 | TTY (800) 377-3529 | [address redacted] [address redacted] www.nwrecc.org

175 Front – Project Update
October 20, 2025

Financing Update:

Idaho Housing and Finance Association: IHFA has committed $4 million in Workforce Housing Funds and $2.6 in HOME Partnership Program funds. Due to the design changes needed to accommodate the fire/life/safety and parking requirements, correspondence will be sent to IHFA regarding the changes upon approval of the Design Review – Final Plan.

Federal Home Loan Bank: An application for $480,000 in funding through the Affordable Housing Program was submitted by Northwest using the 24-unit design. The review of applications will be completed in December of 2025. In the event an award is received in December, Northwest will file a revised proforma for 175 Front, noting the changes made. FHLB-DM does not require a minimum unit count for the scoring, just that the project is 24 units or less. With an anticipated start of construction in Spring of 2026, 175 Front is eligible to apply for funding in May of 2026, if needed.

Tax Credit Pricing: Northwest and Red Stone Equity Partners have begun underwriting and due diligence for 175 Front with a goal to be completed by Q1 2026.

Other: Awaiting notification from the CHC Foundation on the application submitted, which is anticipated in November. If the grant is not approved, a second application will be submitted in February of 2026 as recommended by CHC Foundation.

Sources & Uses:

Sources

Idaho Workforce Housing Fund	Committed	$4,000,000
HOME Partnership Program	Allocated	$2,600,000
LIHTC Equity	Pending Investor Selection	$3,051,693
FHLB-DM AHP Grant	Pending Approval	$480,000
RCAC CMF Loan	Pending Approval	$480,000
City of Driggs – Fee Waivers	Committed	$140,232
Deferred Developer Fee	Allocated	$397,975
	Total	$11,150,000

Uses

Hard Costs	Estimated	$7,406,522
Professional Services	Estimated	$1,794,000
Soft Costs & Fees	Estimated	$383,432
Financing Costs & Fees	Estimated	$873,680
Other Costs & Fees	Estimated	$85,500
Insurance & Taxes	Estimated	$37,000
Reserves	Estimated	$187,268
Contingencies	Estimated	$382,598
	Total	$11,150,000

Project Design Development:

Project Design: The Design Review – Final Plan was resubmitted to the City of Driggs and is currently under initial review. After the initial review is complete, which can take up to ten (10) business days, a full review of the packet will be completed, which is anticipated to take thirty (30) calendar days. CSHQA has engaged its consultants for the design development of 175 Front, aiming to have a complete set of permit drawings submitted to the City of Driggs in late December or early January. Based on this timeline, we anticipate having the building permit ready for issuance by March 16, 2026.

Teton County Space: Based on the redesign, the Teton County Space will be two 2-bedroom units and a 1-bedroom unit. The space is not contiguous, so there may be a need to have two master lease agreements, but that will be vetted by the tax credit attorney for Northwest. We anticipate having guidance before October 31st.

Retail Space: The retail space of approximately 950 square feet will be completed to a warm, gray shell as part of the initial construction of 175 Front. Once a tenant is identified, the space will be completed to their specifications and the lease rate established for the space.

Project Timeline:

August 22, 2025: Northwest sent a check in the amount of $200,000 to TCJHA to be held until the Letter of Credit is finalized and issued to TCJHA. The Letter of Credit is still pending.

May 31, 2026: To meet the expenditure requirements for the Workforce Housing Funds, groundbreaking is to occur as soon as practical but should not go beyond the end of May.

Construction:

Awaiting the completion of the financial stack and the partnership closing.

Residential Leasing:

Formal applications and income verification will not occur until the building is approximately ninety (90) days from completion. A request from TCJHA to use a lottery system for the

occupancy of 175 Front is being evaluated by Northwest and IHFA, based on the draft proposal currently being considered by the City of Driggs. Based on a review of the lottery system and the funding requirements for HOME, IHFA has determined that the lottery system would not be allowed for the ten (10) units funded by HOME. The lottery system would violate HOME requirements to have waitlists completed in chronological order. Moreover, the lottery system would nullify some of the scoring criteria for 175 Front's HOME application, putting that funding in jeopardy. We are still awaiting clarification on the other thirteen (13) units that were not funded by HOME.

Commercial Leasing:

Leasing inquiries will be made to various entities in Teton County, Idaho once the site plans and building plans are approved by TCJHA and the City of Driggs.

Project Photos:

None currently.

AGENDA ACTION ITEM

DATE:	2025-10-27
TO:	Board of County Commissioners
FROM:	Commissioner Wolfe
ITEM TITLE:	**Action Item – FY26 Budget Changes**

Summary:

This item is for the BoCC to consider budget proposals from the Prosecutor's Office, Sheriff's office, and certain government and non-government agencies.

The Sheriff's Office, and the Prosecutor's Office have shared proposals for wage increases for their staff and the American Legion, and Soil Conservation District have asked the Board of County Commissioners for funding to support their operations.

The BoCC will review these proposals and determine if budgetary changes are to be granted and if so, where funds will come from.

Attachments:

Proposals from the Sheriff's Office and the Prosecutor's Office.

SUGGESTED MOTION:

Approve changes to the Fiscal year 26 budget as discussed.

FY26 Prosecutor's Office Raise Requests & Regional Salary Comparable

REQUESTED SALARIES FOR TETON COUNTY PROSECUTOR'S OFFICE:

- Elected Prosecutor - $160,000-$208,000 ($76-100/hr)
- Chief Deputy Prosecutor - $108,000
- Civil Deputy Prosecutor - $104,000
- Deputy Prosecutor - $95,000 (*new position, convert from contracted position*)
- Combined Victim Coordinator/Chief Paralegal/ Office Manager - $72,000
- Legal Admin/Paralegal - $52,000

FOR COMPARISON, BELOW ARE ANALGOUS 2024-2025 SALARIES IN REGION:

Elected Prosecutor:

- Idaho Public Defenders - $100/hour ($208,000 annual)
- Jackson, WY - $221,251
- Blaine – $176,970
- Bonneville - $152,540
- 7th District Public Defender - $150,000
- Teton County WY - $145,000 (capped by WY state statute)
- Fremont - $142,000
- Madison - $138,350
- Teton County, ID - $109,176

Chief Deputy Prosecutor:

- Idaho Public Defenders - $100/hour now ($208,000 annual)
- Teton County, WY - $211,230
- Blaine - $162,460
- 7th District Chief Deputy Public Defender - $145,000
- Bonneville - $130,000
- Fremont – $115,000
- Madison - $107,642
- Teton County, ID – $97,850

Civil Deputy Prosecutor:

- Teton County, WY - $211,230
- Blaine - $167,334
- Bonneville - $130,000
- Fremont – part time only
- Madison - $107,642
- Teton County, ID – $97,850

Deputy Prosecutors:

- Contracted PDs - $100/hour now, likely going to $150/hr (= $208,000-$312,000)
- Teton WY - $134,000-189,000
- Blaine - $104,288-117,063
- Bonneville - $96,000-120,000 (11 prosecutors)
- Fremont - $110,000 ($60k for 19 hours PT)
- Madison - $102,440
- Teton ID - *position doesn't exist*
- Salaried public defenders - $85,000-139,000 (average is $110,000)
- Teton WY (2023) - $121,442

Victim Witness Liaison, Chief Paralegal (separate positions in most counties)

- Teton County, WY - $101,774
- Madison - $67,000 + $73,000 = $140,000
- Blaine - $56,000 + $67,000 = $123,000
- Bonneville – $80,000 + $56,600 = $136,000
- Teton WY - $80,120 (2023)
- Fremont - $57,000 (3 equal positions no chief)
- Teton County, ID – $52,226

Paralegal/Legal Admin

- Teton WY - $69,742
- Blaine - $67,000
- Bonneville – $56,600
- Madison - $54,000-73,653
- Fremont - $54,494-67,000
- Teton County, ID – $42,000

2026 Budget Proposal
Sheriff's Sworn Positions Step and Grade

Current Pay Structure

PG 7
Hiring Range 23.79 - $27.66
5% Transition Raise
PG 8
Lateral hiring range $26.17 - $30.14
Full range $26.17 - $36.63
3.5% Transition Raise
PG8
Corporal / SRO
5% Transition Raise
PG 9
Lateral hiring range $28.78 - $33.47
Full range $28.78 - $40.30
Sergeant / Detective / Sgt. Det.
5% Transition Raise
PG 10
Latteral hiring range $31.66 - $36.82
Full range $31.66 - $44.33
Lieutenant
PG 11
Lateral hiring range $35.46 - $41.23
Full range $35.46 - $53.19

Proposed Pay Structure

Rank / Title	Range	Grade
Recruit Deputy	$24.41 - $28.49	7
Deputy Sheriff I POST Certification	$26.96 - $30.48	8
Deputy Sheriff II 2 Years Service Lateral Hire 1-3 Years	$27.76 - $31.39	8
Deputy Sheriff III 5 Years Service Lateral Hire 4-6 Years	$28.59 - $32.33	8
Deputy Sheriff IV 8 Years Service Lateral Hire 7-10 Years	$29.45 - $33.30	8
Corporal / SRO	$32.68 - $37.73	8
Sergeant / Detective I	$35.62 - $41.50	9
Lieutenant	$38.83 - $45.66	10
Chief Deputy	$39.99 - $54.78	11

2026 Budget Proposal
Sheriff's Sworn Positions Step and Grade

Current Structure

Current Deputies	Badge #	Current Pay	w/Benefits	Salary	w/Benefits
Recruit Deputy		$27.66	$35.96	$61,405.20	$79,826.76
Recruit Deputy		$27.66	$35.96	$61,405.20	$79,826.76
Recruit Deputy	39	$27.66	$35.96	$61,405.20	$79,826.76
Deputy	38	$29.04	$37.75	$64,468.80	$83,809.44
Deputy	24	$29.04	$37.75	$64,468.80	$83,809.44
Deputy	36	$32.00	$41.60	$71,040.00	$92,352.00
Corporal	34	$30.06	$39.08	$66,733.20	$86,753.16
Corporal	27	$30.06	$39.08	$66,733.20	$86,753.16
SRO	25	$35.86	$46.62	$79,609.20	$103,491.96
Sergeant	21	$34.16	$44.41	$75,835.20	$98,585.76
Sergeant	33	$32.63	$42.42	$72,438.60	$94,170.18
Sergeant Detective	32	$37.53	$48.79	$83,316.60	$108,311.58
Detective	37	$30.49	$39.64	$67,687.80	$87,994.14
Chief Deputy	31	$47.15	$61.30	$104,673.00	$136,074.90

Proposed Structure

Proposed Deputies	Badge #	Proposed Pay	w/Benefits	% Increase	Salary
Deputy		$29.91	$38.88		$66,400.20
Deputy		$29.91	$38.88		$66,400.20
Deputy		$29.91	$38.88		$66,400.20
Deputy		$29.91	$38.88		$66,420.20
Deputy		$29.91	$38.88		$66,420.20
Deputy		$29.91	$38.88		$66,420.20
Deputy		$29.91	$38.88		$66,420.20
Deputy	39	$30.91	$40.18	10.51%	$68,620.20
Deputy	38	$29.91	$38.88	2.91%	$66,420.20
Deputy	24	$30.16	$39.21	3.70%	$66,955.20
SRO	25	$37.19	$48.35	3.58%	$82,561.80
Corporal	27	$32.68	$42.48	8.02%	$72,549.60
Corporal		$32.68	$42.48		$72,549.60
Detective	37	$35.62	$46.31	14.40%	$79,076.40
Detective	33	$36.87	$47.93	11.50%	$81,851.40
Sergeant Detective	32	$39.91	$51.88	5.96%	$88,600.20
Sergeant	34	$35.62	$46.31	15.61%	$79,076.40
Sergeant	21	$36.87	$47.93	7.35%	$81,851.40
Lieutenant	36	$39.58	$51.45	19.15%	$87,867.60
Chief Deputy	31	$48.56	$63.13	2.90%	$107,803.20

2026 Budget Proposal
Sheriff's Sworn Positions Step and Grade

Extras	Cost Per year
4 hours of comp time when on call for detectives	$8,460.92
10% for training - FTO bonus	$32,134.50
Nighttime differential - $2.00/hour	$8,880.00
Spanish speaking extra - $1.00/hour	$11,100.00

Proposed Extras	Cost Per Year
POST certification advancement - $00.25/hour	$8,880.00
Post Instructor - $1.00/hour	$8,880.00

Already added into the proposed structure

2025 Total w/benefits Current structure	$1,301,586.00
2026 Total w/benefits Proposed structure	$1,850,759.98
2026 With 1 New position only Total w/benfits	$1,519,158.68

w/Benefits
$86,320.26
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$86,320.26
$89,206.26
$86,346.26
$87,041.76
$107,330.34
$94,314.48
$94,314.48
$102,799.32
$106,406.82
$115,180.26
$102,799.32
$106,406.82
$114,227.88
$140,144.16

AGENDA ACTION ITEM

DATE:	2025-10-27
TO:	Board of County Commissioners
FROM:	County Administrator Dan Reyes
ITEM TITLE:	**Action Item – Settlement Agreement Liberty et al v Teton**

Summary:

This item is for the BoCC to consider a Settlement Agreement

SUGGESTED MOTION:

Approve Settlement Agreement as presented.

SETTLEMENT AGREEMENT AND RELEASE

This *SETTLEMENT AGREEMENT AND RELEASE* (the "Settlement Agreement") is made and entered into as of the last date of signature shown below (the "Effective Date"), by and between Teton County, Idaho, acting by and through its Board of County Commissioners ("Respondent"), and Liberty, LLC, a Nevada limited liability company ("Liberty"); 071500, LLC, a Wyoming limited liability company ("071500"); and Darby Development, Inc., an Idaho corporation ("Darby") (Liberty, 071500, and Darby are collectively "Petitioners"). Each party hereto is referred to herein as a "Party" or collectively the "Parties," and respectively as "Petitioners" or "Respondent."

RECITALS

A. Petitioners began the application process for a subdivision known (and referred to herein) as the "Trestles Subdivision", under the applicable Teton County Code applicable at that time, referred to as "Title 9". Petitioners' rights in this applicable law vested as of March 23, 2022.

B. On March 11 and 12, 2024, Respondent held a public hearing on the preliminary plat application for the Trestles Subdivision (the "Trestles Application"). On April 23, 2024, Respondent entered a written decision denying the Trestles Application.

C. On September 16, 2024, Petitioners initiated litigation in the Idaho District Court for Teton County, Case No. CV41-24-0269 ("Petition I"), alleging generally that Respondent had violated Idaho's Local Land Use Planning Act (LLUPA) with its denial of the Trestles Application.

D. Liberty began the application process for a subdivision known (and referred to herein) as the "Wildflower Reserve PUD", under the applicable Teton County Code applicable at that time, referred to as "Title 9". Liberty's rights in this applicable law vested as of December 13, 2021.

E. On March 11 and 12, 2024, Respondent held a public hearing on the preliminary plat application for the Wildflower Reserve PUD (the "Wildflower Application"), and continued deliberation thereon on April 22, 2024. On July 25, 2024, Respondent entered a written decision denying the Wildflower Application.

F. On November 1, 2024, Liberty initiated litigation in the Idaho District Court for Teton County, Case No. CV41-24-0314 ("Petition II"), alleging generally that Respondent had violated Idaho's Land Use Planning Act (LLUPA) with its denial of the Wildflower Application.

G. Respondent denies the allegations in both Petition I and Petition II.

H. In order to fully resolve the pending disputes comprised by Petition I and Petition II and avoid the expense, costs and risk of continuing the litigation, the Parties desire to enter into this Settlement Agreement to resolve the present litigation.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

SETTLEMENT AGREEMENT

1. Settlement. Without any Party admitting liability to another Party or acknowledging any merit to any claim or defense presented by the opposing Party, the Parties agree to a dismissal without prejudice of both Petition I and Petition II on the terms set forth below.

2. Trestles Preliminary Plat Application. Within five (5) business days of the last date of execution of this Settlement Agreement shown below, Respondent agrees to reinstate and commence a full review of the Trestles Application under Title 9, Teton County Subdivision Regulations (as revised May 16, 2013), and with vesting for the Application as of March 23, 2022. Subsequent to the full review of the Application under Title 9 as herein agreed to, and following the procedures thereof, Respondent shall issue a land use decision on the Application. The Parties agree that such land use decision shall be an approval or denial of the Application under LLUPA, I.C. § 67-6501, *et seq.* No new fees shall be charged by Respondent for review of the Trestles Application, it being agreed by the Parties that such fees were paid for previously by Petitioners. No time that has elapsed between March 12, 2024, and the Effective Date shall apply to any applicable time limitations under Title 9, and in particular under Teton County Code §§ 9-3-2(A)(2), 9-3-2(A)(3), and 9-3-2(D)(2)(l); stated otherwise, Petitioners' time to complete development of the Trestles Subdivision ran from March 23, 2022, until March 12, 2024; and the balance of the three-year-period will begin running again on the Effective Date, ending on November 7, 2026. The Parties retain all other rights and interests consistent with review of a preliminary plat application under Title 9, and other applicable law.

3. Wildflower Preliminary Plat Application. Within five (5) business days of the last date of execution of this Settlement Agreement shown below, Respondent agrees to reinstate and commence a full review of the Wildflower Application under Title 9, Teton County Subdivision Regulations (as revised May 16, 2013), and with vesting for the Application as of December 13, 2021. Subsequent to the full review of the Application under Title 9 as herein agreed to, and following the procedures thereof, Respondent shall issue a land use decision on the Application. The Parties agree that such land use decision shall be an approval or denial of the Application under LLUPA, I.C. § 67-6501, *et seq*. No new fees shall be charged by Respondent for review of the Wildflower Application, it being agreed by the Parties that such fees were paid for previously by Liberty. No time that has elapsed between March 12, 2024, and the Effective Date shall apply to any applicable time limitations under Title 9, at in particular under Teton County Code §§ 9-3-2(A)(2), 9-3-2(A)(3), and 9-3-2(D)(2)(l); stated otherwise, Petitioners' time to complete development of the Wildflower Reserve PUD ran from December 13, 2021, until March 12, 2024; and the balance of the three-year-period will begin running again on the Effective Date, ending on July 30, 2026. The Parties retain all other rights and interests consistent with review of a preliminary plat application under Title 9, and other applicable law.

4. Dismissal of Pending Petitions. The Parties agree that within fifteen (15) business days of the Effective Date, Petitioners, with cooperation and stipulation by and from Respondent,

and to effect the Parties' agreement to effect a dismissal of both Petition I and Petition II, shall file with the court(s) a joint Stipulation and Motion for Dismissal and a proposed Order Granting Dismissal, without prejudice, and without attorney fees and costs awarded to any party, for both Petition I and Petition II.

5. Mutual Release. The Parties, in consideration of this Settlement Agreement, hereby release, acquit, and forever discharge each other, and as applicable, their current, future, and former assigns, agents, commissioners, members, managing members, managers, officers, directors, trustees, employees, attorneys, subsidiaries, parent entities, stockholders, administrators, companies, divisions, subsidiaries, insurers, predecessors, successors, and affiliates (in their capacity as agents, representatives, or successors of the Parties; as well as in their individual capacities) from any and all liability—including but not limited to: all past and present claims, counterclaims, third-party claims, actions, demands, obligations, causes of action, damages, costs, expenses, attorney fees, legal costs, and/or compensation of any nature, which arise from or relate in any way to any of the issues that were or could have been raised in Petition I and/or Petition II.

6. Consultation. The Parties acknowledge that they have had the time and opportunity to consult with counsel prior to the execution of this Settlement Agreement. The Parties further acknowledge that they have had a full opportunity to consider this Settlement Agreement and that they have read and understand the contents of this Settlement Agreement. The Parties acknowledge that they execute this Settlement Agreement knowingly and voluntarily and based on independent legal advice from counsel of their own choosing.

7. Entire Agreement. Nothing in this Settlement Agreement shall be construed as any waiver, admission and/or denial by any Party as to any claim or defense against the other. All rights are reserved by each of the Parties, except as provided herein. This Settlement Agreement shall constitute the entire agreement among the Parties with respect to the subject matter of this Settlement Agreement. Except as otherwise provided in the Settlement Agreement, the provisions of this Settlement Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the Parties with respect to the subject matter of this Settlement Agreement. This Settlement Agreement may only be amended by a written amendment signed by all Parties.

8. Mutual Drafting. The Parties declare that the terms of this Settlement Agreement were derived through mutual negotiation and compromise, that this Settlement Agreement shall be deemed drafted by all Parties and any presumption or principle that the language shall be construed against one Party shall not apply.

9. Severability. In the event that a court of competent jurisdiction determines that any provision of this Settlement Agreement is invalid, illegal, or unenforceable in any respect, such a determination will not affect the validity, legality, or enforceability of the remaining provisions of this Settlement Agreement, and the remaining provisions of this Settlement Agreement will continue to be valid and enforceable.

10. **Future Cooperation.** Each Party shall fully cooperate to take any reasonably necessary action required to effectuate the terms of this Settlement Agreement, including but not limited to drafting, signing, and recording any necessary documents.

11. **Attorneys' Fees**. If litigation is commenced among the Parties concerning any dispute arising out of this Settlement Agreement, the prevailing party in any contested proceeding will be entitled to recover all court costs and all reasonable attorneys' fees. Provided, however, that the Parties' good-faith interpretations of LLUPA, Title 9, and other applicable law shall in no event give rise to any dispute arising out of this Settlement Agreement.

12. **Parties in Interest**. This Settlement Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors, heirs, and assigns. Unless specifically identified herein, there is not any third-party beneficiary to this Settlement Agreement. The failure of either of the Parties to this Agreement to insist on the strict performance of any of the provisions of this Agreement shall not be construed as any kind of waiver, nor shall it affect the rights of any Party to claim strict performance of any other portions of this Agreement.

13. **Governing Law and Venue.** This Settlement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Idaho. Any action seeking to enforce any provision of, or based on any right arising out of, this Settlement Agreement shall be brought in the state court in Teton County, Idaho.

14. **Authority to Execute**. The Parties warrant and represent that they have, in good faith, acted under the authority provided to them by applicable corporate documents and as required by Idaho law. The Parties represent that they have the sole right and exclusive authority to execute this Settlement Agreement and bind each respective Party/entity on behalf of which they are signing. The Parties further represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement. The Parties and each of them further represent and warrant that each person signing this Settlement Agreement is duly authorized to do so.

15. **Counterparts and Electronic Delivery**. This Settlement Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Settlement Agreement may be signed and delivered electronically (*e.g.*, by e-mail), a printed copy of which shall be effective as an original. Any Party so delivering such a copy via electronic communication shall deliver an executed original of this Settlement Agreement to the other Parties upon reasonable request.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Settlement Agreement as of the Effective Date (as defined herein).

PETITIONER (Petition I) –
071500, LLC

By: (print) Curtis Behle

Signature: Curtis Behle

Its: Manager

Date: 22 October, 2025

RESPONDENT –
Teton County

By: (print) _____

Signature: _____

Its: Chair, Bd. of County Commissioners

Date: _____, 2025

PETITIONER (Petition I) –
Darby Development, Inc.

By: (print) Karin Wertheim

Signature: Karin Wertheim

Its: President

Date: 22 October, 2025

RESPONDENT –
Teton County

By: (print) _____

Signature: _____

Its: Member, Bd. of County Commissioners

Date: _____, 2025

PETITIONER (Petition I and II) –
Liberty, LLC

By: (print) [signature]

Signature: [signature]

Its: Manager

Date: 10/22, 2025

RESPONDENT –
Teton County

By: (print) _____

Signature: _____

Its: Member, Bd. of County Commissioners

Date: _____, 2025

Electronically Signed using eSignOnline™ [Session ID : a8567867-1505-4221-979a-98f28cce8956]

PRELIMINARY PLAT REVIEW PUBLIC HEARING

FOR:	Flag Ranch Subdivision
WHERE:	North of City of Tetonia intersection of W7000N and N3000W
PREPARED FOR:	Board of County Commissioners Public Hearing on October 27, 2025

LANDOWNER: FLAG RANCH LLC
AGENT: Kevin Mayberry
ENGINEER: Mountain West Engineering, Steve Heath

REQUEST: The proposed 15 lot subdivision is in the Area of Impact in Tetonia. Lots will be 2.5 acres. The total acreage is 39.83 and is located at 3000 W 7000 N, Tetonia. The overlays include Sharp-tailed Grouse Breeding Habitat, Big Game Migration Corridors and Seasonal Range.

APPLICABLE COUNTY CODE: Title 7 Chapter 2 Tetonia Impact Area Agreement.
Subdivision Preliminary Plat Review pursuant to Teton County Land Development Code, Chapter 6, and Chapter 4 Section 4-13-D, Teton County Zoning Ordinance, (revised 8/3/2022); and the Teton County Comprehensive Plan (A Vision & Framework 2012-2030).

LEGAL DESCRIPTION: TAX #7397 SEC 21 T6N R45E; RP06N45E216150
LOCATION: 3000 W 7000 N TETONIA
ZONING DISTRICT: A-2.5 TETONIA AOI
PROPERTY SIZE: 39.83

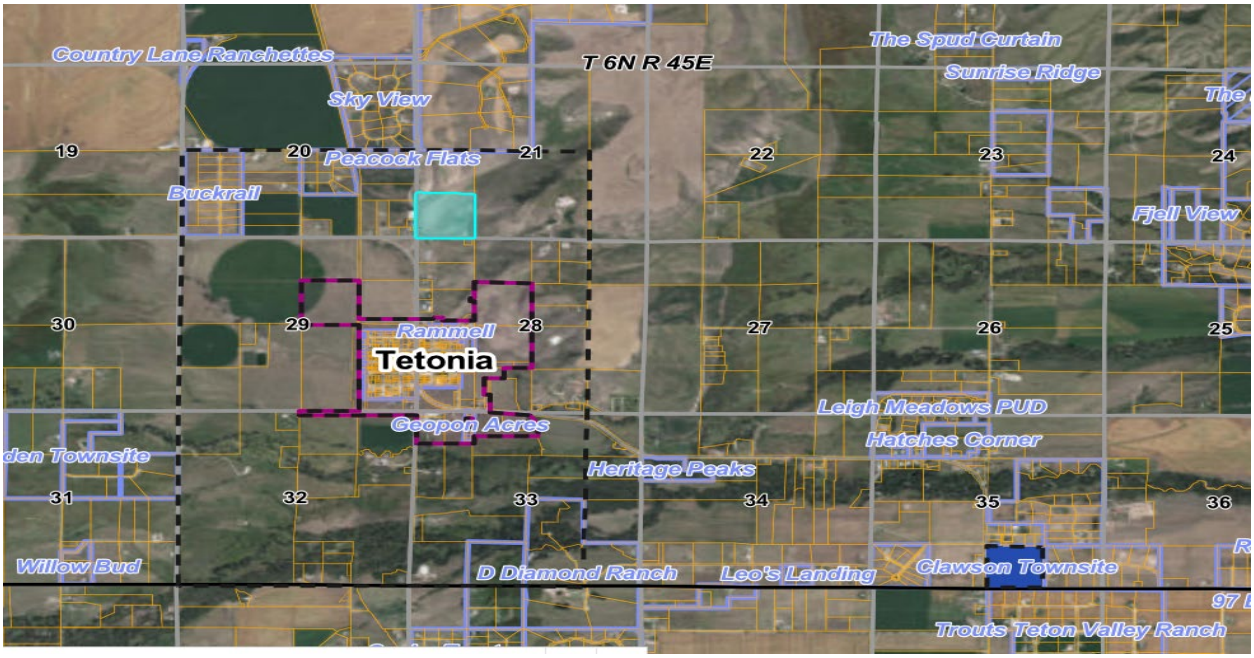


Figure 1. Vicinity Map; Subject Parcel Highlighted Blue – SW of Tetonia

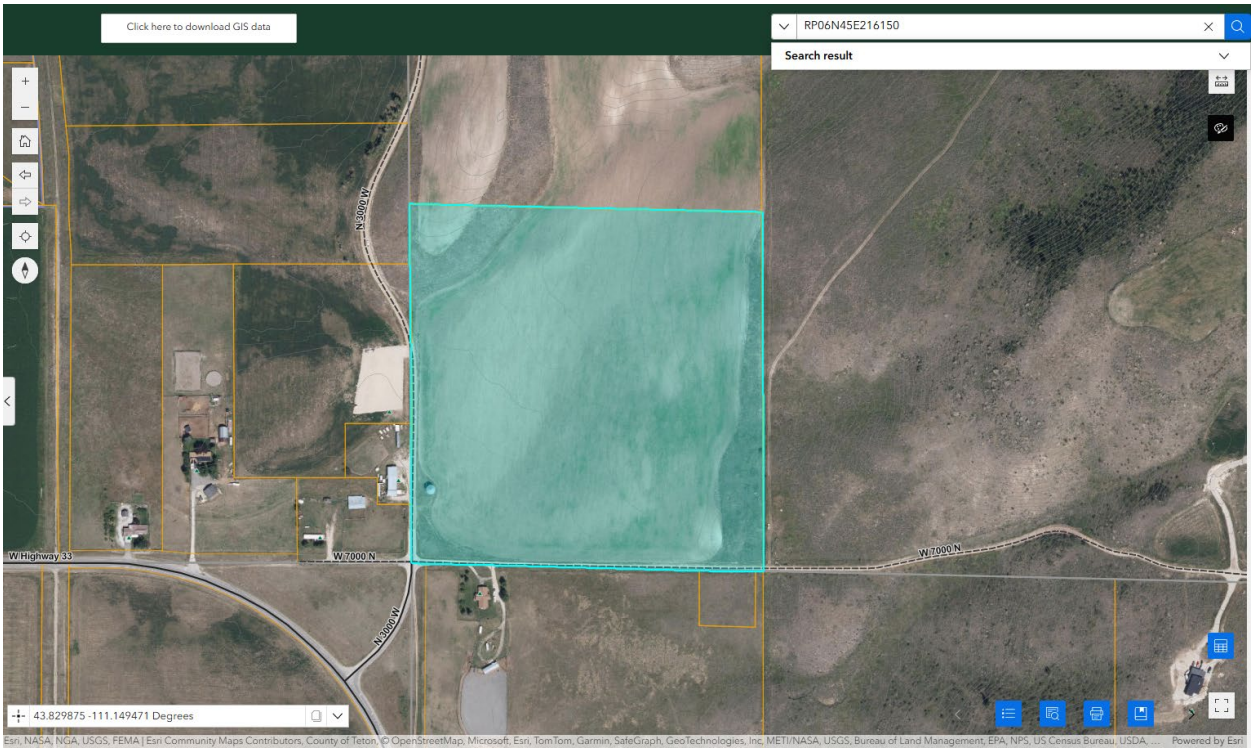


Figure 2. Aerial Image



Figure 3: NROs present on parcel: Sharp Tailed Grouse, Big Game Migration Corridor & Seasonal Range

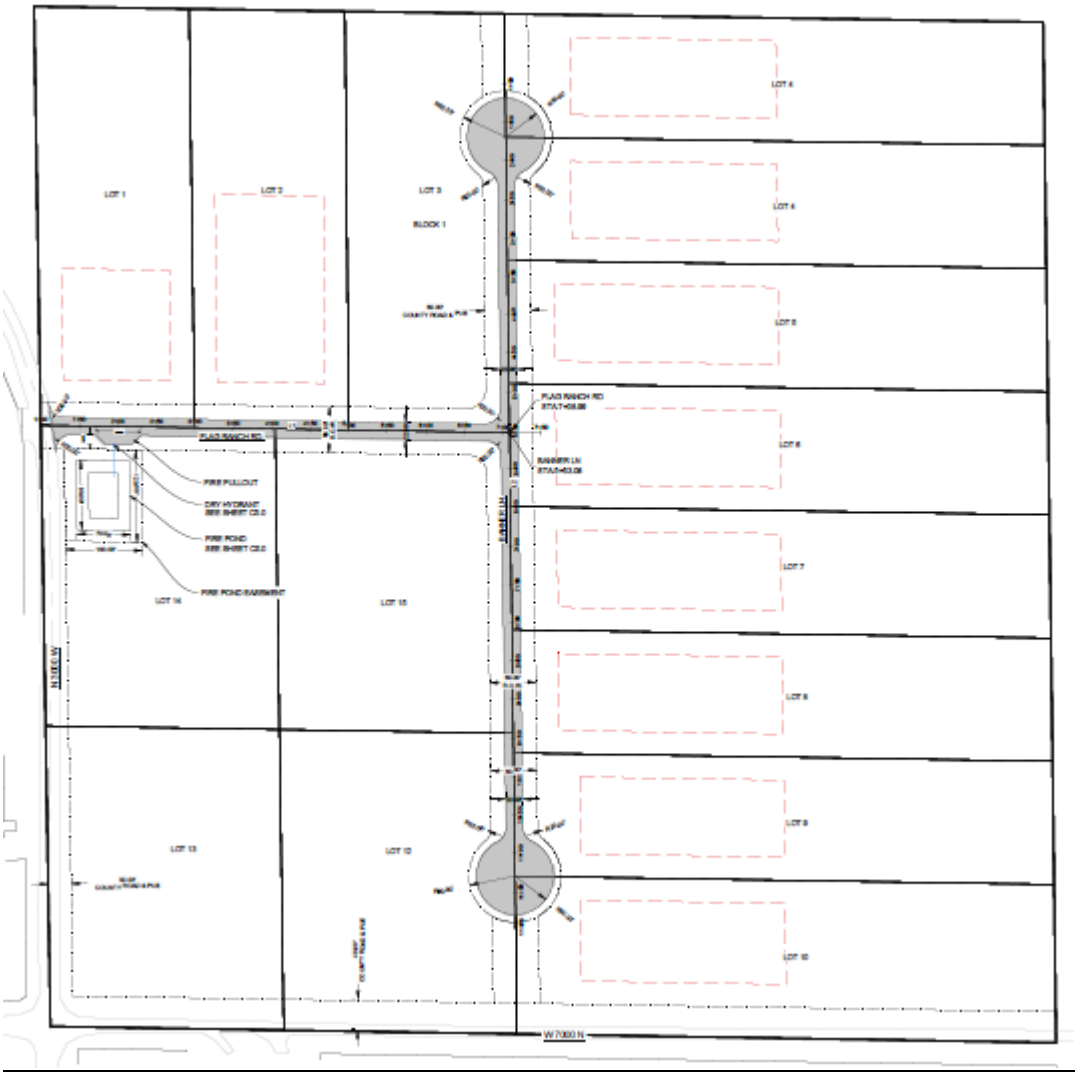


Figure 4. Proposed Building Envelopes (from Improvement Plans)

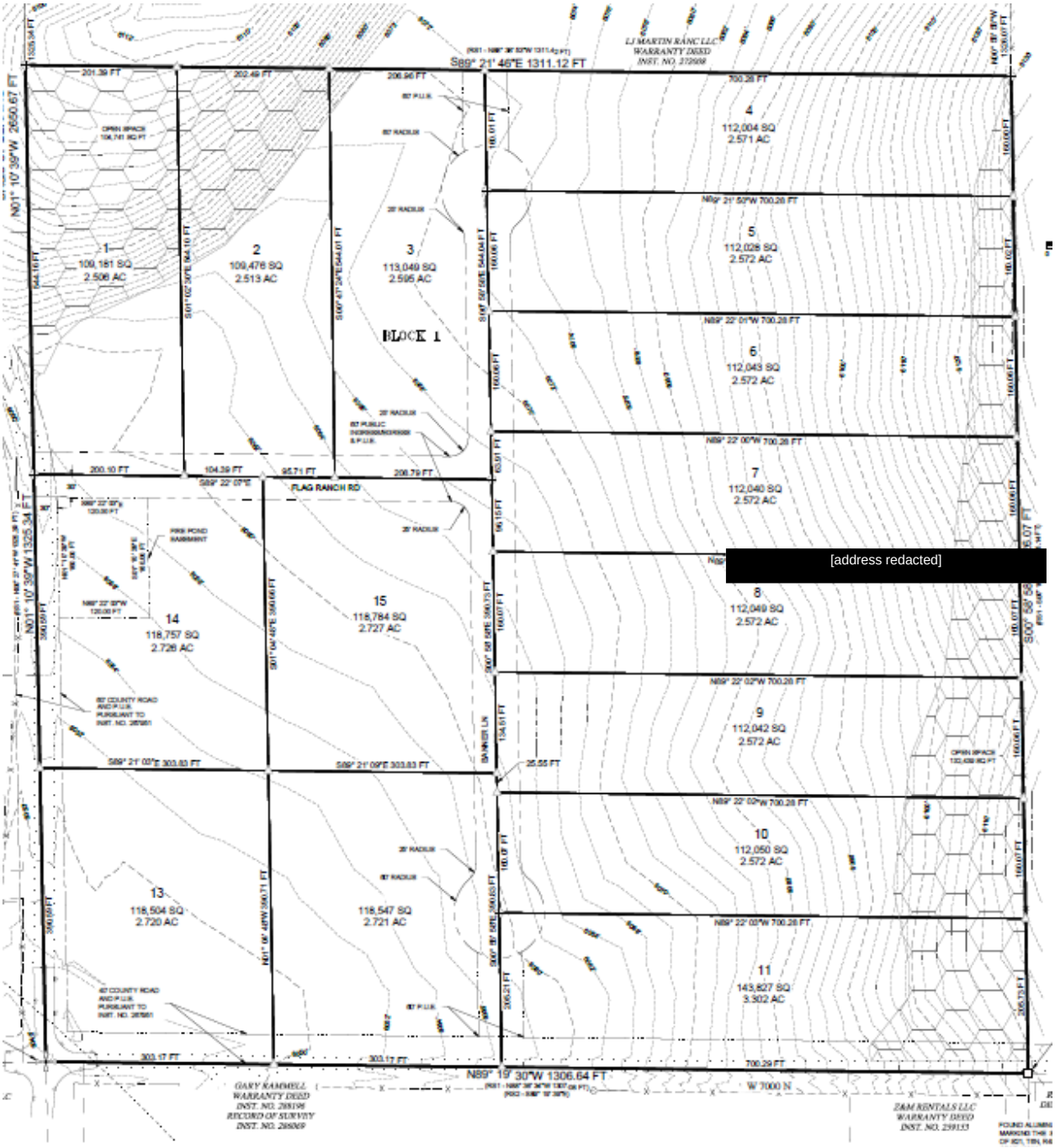


Figure 5. Preliminary Plat Layout showing open space

PROJECT DESCRIPTION

The property is a nearly 40-acre parcel that lies just north and east of the curve of Highway 33 north of Tetonia. The property has frontage on both N3000W to the west and W7000N to the south. Existing structures are limited to a grain silo towards the southwest corner, and a couple of patches of non-farmed areas of steeper slopes run along the east and northwest corner. These areas coincide with proposed open space for habitat protection.

Natural resources overlays include Sharp-tailed Grouse Breeding Habitat, Big Game Migration Corridors and Seasonal Range which cover the entirety of the property. The extreme southwest corner is indicated in proximity to the Scenic corridor of State Highway 33 and the property is elevated somewhat above the highway here. The applicant's narrative indicates that the property has been dry farmed and does not have water rights.

PROJECT BACKGROUND

The applicants and Planning Administrator held several pre-application discussions and included conference call remotely on April 22, 2025. The applicants contracted wildlife reviewer also met at that time to discuss how wildlife considerations had been integrated into the planning of this subdivision layout with the steeper areas with natural vegetation being identified for open space use. The minimum lot size of the zoning constrains layout of the site to some extent. The City of Tetonia's subdivision ordinance, which currently apply by agreement, have requirements for designation of 10% of the property as open space.

The impact area agreement with the City of Tetonia calls for a joint review by both the City and County. As no joint Planning and Zoning Commission has been established with the City of Tetonia, it is understood that these reviews would be separate parallel reviews by each jurisdiction. The application materials have been forwarded to the City of Tetonia for review, with ongoing discussion with the City of Tetonia regarding procedural considerations. The City's subdivision ordinance does not include provisions for a concept review but reviews have been completed by both the City's Planning Commission and City Council.

Planning and Zoning Commission Concept Review:

The County Planning and Zoning Commission reviewed and approved the Concept Plan application on May 13, 2025 with the following motion and conditions:

Conditions of Approval:

Conditions 1 - 6 listed in the staff report with Condition 3 amended to read "Review with Public Works a viable access configuration that mitigates or avoids access from 7000 N"; and 7. Take into consideration maps and studies from the WHA and indicator habitats to shift building envelopes and density to avoid these habitats.

- Address comments from Teton County public works director:
    a. Improvement Plans reference Tetonia and Driggs standards. I believe this subdivision is in the Tetonia area of impact and must be constructed to County standards. Plans should be revised to reflect that. Addressed

    b. Utility sheets need to be included in the Improvement Plans Addressed through submittal of agreements with layouts between the applicant and Fall River Rural Electric and Silver Star Communications.

    c. All lots must be accessed from interior subdivision roads The project is constructed to allow for each lot to be accessed from the interior road. A note should be added to the plat to indicate this requirement.

    d. An access permit is required for construction within N3000W right-of-way Provided

    e. No infrastructure cost estimate was provided Provided

2. Conduct required studies/plans for Preliminary Review: Wildlife Habitat Analysis. Provided
3. Condition 3 amended to read "Review with Public Works a viable access configuration that mitigates or avoids access from 7000 N" Traffic Impact Analysis (project greater than 10 lots were historically required to prepare a traffic impact study). Addressed
4. Obtain approval from EIPH for onsite wastewater treatment. Addressed
5. Obtain approval from the Fire Marshall for adequate fire protection measures.
6. Determine the City of Tetonia's requirements for review and initiate the review process with them. Addressed

Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in LDC (LDC 4-1) can be satisfied with the inclusion of the conditions of approval 1-7 listed in the staff report, I move to APPROVE the Concept Plan for Flag Ranch Subdivision as described in the application materials submitted July 11, 2024 and as updated with additional applicant information attached to this staff report.

OVERVIEW OF PRELIMINARY PLAT APPROVAL (4-13-D)

The preliminary plat phase is a two-step process with review by both the Planning and Zoning commission and Board of County Commissioners, where the fact-finding details and specific requirements of the ordinance and law are determined. All of the issues surrounding required infrastructure will be resolved, or have a clear solution acceptable to the County, before scheduling the final plat review. The applicant will be granted permission to begin improvements following the BoCC's Preliminary Plat Approval.

INTER-AGENCY COMMENTS

The County has solicited comment from other agencies and entities.

- **Roads & Utilities: Teton County Public Works Director**
  - Improvement Plans reference Tetonia and Driggs standards. I believe this subdivision is in the Tetonia area of impact and must be constructed to County standards. Plans should be revised to reflect that.

- **Utility sheets need to be included in the Improvement Plans**
  - All lots must be accessed from interior subdivision roads
  - An access permit is required for construction within N3000W right-of-way
  - No infrastructure cost estimate was provided This has subsequently been received.

- **Fire Protection: Teton County Fire**

- **Wastewater Treatment: EIPH**
  - The application is proposing individual wells as residential homes are built. The applicant will need to obtain EIPH preliminary approval prior to the BoCC Preliminary hearing. Addressed

- **Plans and Studies**
  - Wildlife Habitat Assessment:
    The proposed Flag Ranch subdivision involves the creation of 15 lots on a 39.7-acre site within the City of Tetonia's area of impact. The area falls within designated wildlife habitat overlays, including big game migration corridors and sharp-tailed grouse breeding habitat, triggering the need for review under Title 9 Natural Resources Analysis and 2023 Wildlife Habitat Analysis regulations.
    Key Mitigation Measures:
    - Avoidance of Indicator Habitat: No development will occur in sagebrush steppe habitat, the most valuable on-site habitat.
    - Minimization of Impacts to Indicator Species: Including mule deer, elk, and sharp-tailed grouse, through:
    - Prohibiting perimeter fencing (to allow big game movement),
    - Implementing noxious weed management, and
    - Deeding over 10% of the area as open space (more than the required 10%).
    - Development Placement: All development except a fire pond will occur in agricultural meadow/disturbed grassland, the least valuable habitat type.

- **Idaho Department of Water Resources** (Email dated August 19, 2025)
  Pursuant to the recent amendments to Sections 42-111 and 42-227, Idaho Code, which became effective on July 1, 2025, individual domestic wells in new subdivisions in the Upper Snake River Basin are limited to in-home use only. Individual domestic wells in new subdivisions cannot be used to water lawns, gardens, or other landscaping, unless the property owners acquire a ground water irrigation right authorizing such use. Currently, there is a moratorium on issuing new ground water irrigation rights in the Upper Snake River Basin.
  Flag Ranch … subdivisions propose individual domestic wells instead of community systems. If the proposed subdivisions are approved, they will be dry subdivisions (no lawns or other landscaping), unless the property owners hold irrigation water rights from some other source of irrigation water.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE

Idaho Code, Title 67, Section 67-6509, 67-6511, 67-6512, and LDC, Chapter 4-2-D. The public hearing for the Planning & Zoning Commission was duly noticed in the Teton Valley News on October 8th and October 15th, 2025. A notification was sent via mail to surrounding property owners within a 300-foot buffer area, on October 3rd, 2025. A notice was also posted on the property providing information about the public hearing on October 20th, 2025.

PUBLIC COMMENTS

Staff has received three written comments in opposition to the proposal from the public or adjacent landowners.

CRITERIA FOR APPROVAL

For approval of Preliminary Plat Review of a proposed subdivision (LDC 4-13-D), the County shall consider the objectives of Teton County LDC, application materials, and in a general way, at least the following:

Objective: 1. The conformance of the subdivision with the Comprehensive Plan, LDC and other County Codes as well as Subdivision Development Standards;
Applicant Comment: Narrative states application will conform to all County codes and standards. The current zoning and area is the area of impact of Tetonia. The comprehensive plan indicates more clustering in the cities with a transition zone in the AOI. The current zoning in Tetonia is small lots below ¼ acres. Flag Ranch subdivision would be a transition zone between Tetonia and the 35 acres indicated in the county
Staff Comment: The proposed project lies within the Rural Agriculture and Tetonia (Impact Area) **Rural Agriculture** areas are located on the north and western sides of the valley and include much of the most productive agricultural land due to soils present. Some lands are better agriculture ground than others due to microclimates. Much of this area, especially the land located on the western side, is important wildlife habitat. Because the Rural Agriculture areas are located far from existing towns, public water and sewer services are not available. Desired future character and land uses for the Rural Agriculture areas include: • Agriculture • Ranching • Low density residential, with provisions for clustering/conservation developments to protect natural resources or rural character • Conservation and wildlife habitat enhancement/protection In the **Areas of Impact**, applicable plans and ordinances as mutually agreed upon by the city and the County. • The zoning of the parcel is A-2.5 Tetonia AOI. The proposed lots will conform to this requirement as the minimum lot size is one acre and the density calculation allowed is 15 lots.

- The applicant is planning to do avoid prime habitat to ensure big game migration corridors stay intact to the greatest extent possible.

Objective: 2. Requirements of other reviewing agencies and / or jurisdictions providing public services.

Applicant Comment:
N/A

Staff Comment:
The applicant will work with the Teton County Fire Marshal to confirm fire suppression for the preliminary plat stages.

Objective: 3. The conformity of the proposed development with the Capital Improvements Plan (CIP).

Applicant Comment:
No comment.

Staff Comment:
All applicable impact fees based on the Impact Fee Program (2023 CIP) will be assessed at the time of building.

Objective: 4. The public financial capability of supporting services for the proposed development.

N/A

Staff Comment:
Because this proposal is for fewer than 20 lots, a public services/ fiscal impact analysis will not be required with Preliminary Plat application materials.

Objective: 5. Other health, safety, or general welfare concerns that may be brought to the County's attention. Impacts presented from any studies requested related to natural resource overlays, economic impacts, or traffic studies.

Staff Comment:
The parcel lies within natural resource overlays. However, thoughtfully placed building envelopes can avoid development in these areas indicated as having habitat values.

The Wildlife Habitat Analysis indicate that the development has areas of indicator species habitat. The design considered the results of these reports. The building envelopes have been placed to address these areas.

CONDITIONS OF APPROVAL

1. Receive final approvals from Teton County Fire Marshal.
2. Address all comments from Teton County Public Works Director.

BOARD OF COUNTY COMMISSIONER'S ACTIONS

A. Approval of the Preliminary Plat Application, with the possible conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.
B. Approval of Preliminary Plat Application, with modifications to the application request, or adding conditions of approval, having provided the reasons and justifications for the approval and for any modifications or conditions.
C. Denial of the Preliminary Plat application request and provide the reasons and justifications for the denial.
D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.

MOTIONS

The following motions could provide a reasoned statement if a commissioner wanted to recommend approving or denying the application:

APPROVAL

Having concluded that the Criteria for Approval of a Subdivision Preliminary Plat found in LDC (LDC 4-13-D) *can be satisfied, I move to APPROVE the Preliminary Plat Application for the Flag Ranch Subdivision as described in the application materials submitted June 23rd, 2025, with the inclusion of additional applicant information attached to this staff report and the following conditions of approval…*

DENIAL

Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in LDC (LDC 4-13-D) *have not been satisfied, I move to DENY the Preliminary Plat Application for the Flag Ranch Subdivision as described in the application materials submitted June 23rd, 2025 and as supplemented with additional applicant information attached to this staff report.*

CONTINUATION

I move to continue the public hearing for Flag Ranch Subdivision to a specific date and time in order to obtain additional information from the applicant or reviewing agencies.

Prepared By
Mitzi Van Arsdell, Associate Planner, Dan Leemon, Senior Planner, and Joshua Chase, Planning Administrator

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ATTACHMENTS:

A. Narrative
B. Application
C. Preliminary Plat
D. Engineer's Cost Estimate
E. EIPH site review
F. EIPH Prelim Approval
G. CCRS
H. Public Works Review
I. Improvement Plans
J. Development Agreement
K. Wildlife Habitat Analysis
L. Public Comment
M. LDA PACKET (Silverstar Utility Plans)
N. Fall River Utility Plans (1)
O. Fall River Utility Plans (2)

End of Staff Report

Flag Ranch Narrative

Below is the narrative for Flag Ranch Subdivision.

Date concept plan approved, if any conditions were placed on the concept how they were addressed

1. Date of Concept plan Approved, if any conditions were placed on the concept how they were addressed.
    a. Conditions 1 - 6 listed in the staff report with Condition 3 amended to read "Review with Public Works a viable access configuration that mitigates or avoids access from 7000 N"
        i. The subdivision was reviewed with Public works and a single access off of 3000 would work for the public works department.
    b. Take into consideration maps and studies from the WHA and indicator habitats to shift building envelopes and density to avoid these habitats.
        i. The WHA recommended wildlife friendly fences if they are done on the permitter. This was incorporated into the proposed CCRs. In addition all areas currently with natural vegetation will be declared open space.

2. Compliance with the LDC including chapter 4, 6, zoning district, lot configuration, and subdivision development standards.
    a. Chapter 4- The current process is under the AOI2.5 zoning. The process for subdivision is being followed. It was agreed that we would follow the full process for the county and Tetonia would hold a preliminary plat meeting and final plat meeting.
    b. Chapter 6- All requirements for the subdivision in Chapter 6 are currently being met with the current proposal
    c. Zoning District- The plot is currently zoned AOI2.5. The minimum lot size proposed is 2.5 acres.
    d. Lot configuration- the lots are organized in rectangular lots ranging from 2.5 to 3 acres.
    e. Subdivision development standards.- Currently being met.
3. Comprehensive plan policies
    a. The current zoning and area is the area of impact of Tetonia. The comprehensive plan indicates more clustering in the cities with a transition zone in the AOI. The current zoning in Tetonia is small lots below ¼ acres. Flag Ranch subdivision would be a transition zone between Tetonia and the 35 acres indicated in the county.

SUBDIVISION APPLICATION
Planning & Zoning Department

PRELIMINARY PLAT APPLICATION

The Preliminary Plat is the second of three steps in the development process. Upon receipt of the required materials the planning staff shall stamp the application received. Once the Planning Administrator or their designee has reviewed the application and deemed it complete, a public hearing will be scheduled with the Planning and Zoning Commission. It is recommended that the Applicant review chapters 6, 8 and 9 of the Teton County LDC prior to submittal. These chapters along with application materials are located on the County website at www.tetoncountyidaho.gov. The Planning staff is also available to discuss applications and answer questions prior to receiving an application.

For Office Use Only

Fees Paid

☐ Check # _____ ☐ Credit Card ☐ Cash _____ Date Recieved: _____

Fees are non-refundable.

Requirement for Submittal: Ensure all requirements are included. *Incomplete applications will not be put on hold*. Incomplete and partial applications will be returned to applicant.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner Info

Owner Name: Flag Ranch LLC Address: corner of 7000 N and 3000 W Zipcode: 83452

Project Location

Name of Applicant (if different than owner): _____ Phone: ( ) _____

Project Address (if different than owner address): _____ Zip code: _____

Email: [email redacted] Zoning District: AOI 2.5

Primary Contact (if not applicant): _____

Email: _____ Phone: ( ) _____

Designated Primary Contact ☐ Owner ☐ Agent/Representative

Engineering Firm: Mountain west Engineering Contact Person: Steve Heath Phone: ( ) [phone redacted]

Address: _____ Email: _____

Project Info

Proposed units/lots: 15 Total Acreage: 39.52 RP#: RP06N45E216150

Subdivision Name: Flag Ranch

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

Applicant Signature:_____ Date: June 23, 2025

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

Owner Signature:_____ Date: _____

Checklist

All items need digital copies as well as paper copies.

- ☐ 60% of the total base fee
- ☑ Affidavit of Legal Interest OR If the applicant is a corporation or part owner, proof they can sign on behalf of the corporation
- ☑ Concept Plat approved (Date:_____)
- ☑ A completed Application form, preliminary plat, and narrative

SECTION II: CONSIDERATION FOR APPROVAL

Please submit a narrative referencing the following:

- ☑ Checklist of any additional studies that were requested.
  Natural Resource Analysis X NP Evaluation X Wildlife Habitat Assessment X
- ☑ A narrative including:
  - Date concept plan approved, if any conditions were placed on the concept how they were addressed.
  - Compliance with the LDC including chapter 4, 6, zoning district, lot configuration, and subdivision development standards.
  - Ensure that essential design elements such as subdivision road layout, access, utilities, and open space meet the minimum standards set forth by Teton County (6-6-1 in LDC).
  - Compliance with the Comprehensive Plan policies.

SECTION III: CHECKLIST OF ITEMS REQUIRED ON THE PLAT DOCUMENT

1. Number of plans:
   - ☑ Two (2) Plans (one 11" X 17" or 18" X 24") and one digital copy prepared by a professional land Surveyor/Engineer.

2. Items on Preliminary Plat:
   - ☑ Plat is labeled "Preliminary Plat"
   - ☑ All lots, sites, infrastructure, open space, and all public improvements Date prepared and date of any revisions
   - ☑ North arrow
   - ☑ Vicinity Map

- ☑ Contour lines
- ☑ Flood hazard area, if any
- ☑ Overlay/Natural overlays

3. Design requirements:
   - ☑ Total acreage
   - ☑ Number of lots and size
   - ☑ Street layout including width and designation of county road access with a notation of approaches, if applicable, no closer than 300 feet to one another
   - ☑ Existing streets and names within 200 feet
   - ☑ Easements for irrigation, water, sewer, power, and telephone
   - ☑ Existing structures
   - ☑ Improvements plan
   - ☐ Master plan, if phasing is proposed

SECTION IV: CHECKLIST OF REQUIRED ITEMS

Please submit additional documentation or renderings of the following categories:

1. Documents required:
   - ☑ Development Agreement
   - ☑ CC&R's
   - ☑ Improvements Plans
   - ☑ Plat
   - ☐ Master Plan (if phasing)
   - ☑ EIPH Approval Letter

2. Other Land Use Application to accompany this subdivision:
   - ☐ Scenic Corridor
   - ☐ Special Use Permit
   - ☐ Variance
   - ☐ Scenic Corridor Review
   - ☐ Variance
   - ☐ Zone Change

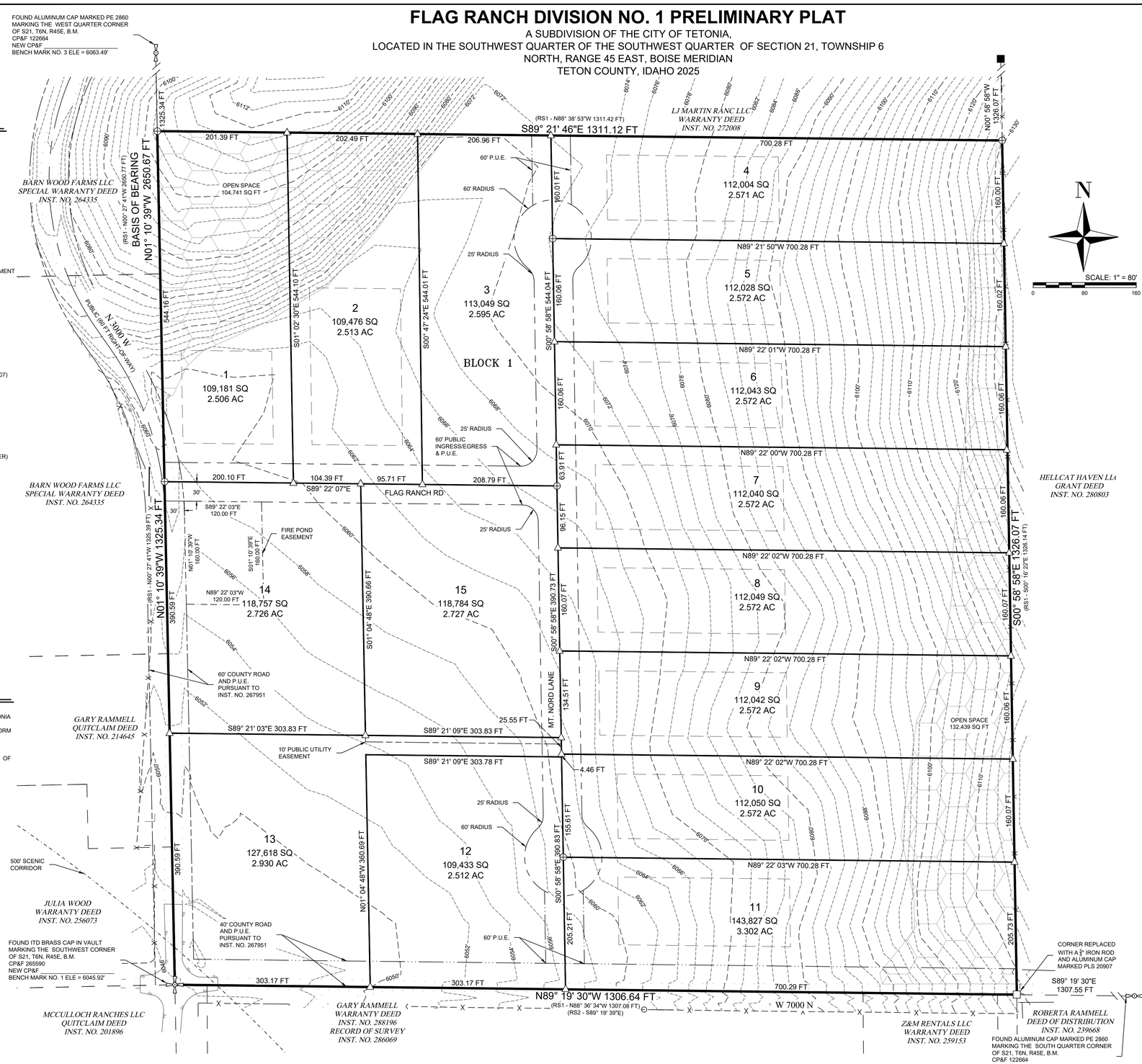
Section V: PLANNING ADMINISTRATOR/DESIGNEE REVIEW/ACTION

Application is submitted on this the 23 day of June 20 25.

Application is deemed complete and accepted on this the_____ day of____ 20____.

FLAG RANCH DIVISION NO. 1 PRELIMINARY PLAT

A SUBDIVISION OF THE CITY OF TETONIA,
LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN
TETON COUNTY, IDAHO 2025



LEGEND

- BOUNDARY LINE
- LOT LINE
- PLSS SECTION LINE
- STREET CENTERLINE
- ADJOINING TITLE LINE
- EXISTING EDGE OF ASPHALT
- EXISTING WIRE FENCE
- (4700) MAJOR CONTOUR LINE
- (4701) MINOR CONTOUR LINE
- EXISTING GRAVEL ROAD
- 60 FT PUBLIC INGRESS/EGRESS & PUBLIC UTILITY EASEMENT
- 60 FT PUBLIC UTILITY EASEMENT
- FIRE POND EASEMENT
- 40 FT EXISTING COUNTY ROAD AND UTILITY EASEMENT PURSUANT TO INST. NO. 267951
- 60 FT EXISTING COUNTY ROAD AND UTILITY EASEMENT PURSUANT TO INST. NO. 267951
- PROPOSED BUILDING ENVELOPES
- △ SET 1/2" IRON ROD AND CAP MARKED (PLS 20907)
- ⊕ SET 5/8" IRON ROD AND ALUMINUM CAP MARKED (PLS 20907)
- □ FOUND 1/2" IRON ROD AND NO CAP
- ■ FOUND 1/2" IRON ROD AND ALUMINUM CAP PLS 2860
- GOVERNMENT PLSS MONUMENT
- GOVERNMENT PLSS MONUMENT (EAST/WEST QUARTER)
- GOVERNMENT PLSS MONUMENT (NORTH/SOUTH QUARTER)

P.O.B.	POINT OF BEGINNING
(TIE)	P.O.B. TIE
(M)	MEASURED DISTANCE
INST. NO.	INSTRUMENT NUMBER
CP&F	CORNER PERPETUATION AND FILING RECORD
(SQ FT)	SQUARE FEET
(AC)	ACRES

OWNER/DEVELOPER INFORMATION

OWNER/DEVELOPER:
KEVIN MAYBERRY
[redacted]
[redacted]

ENGINEER:
MOUNTAIN WEST ENGINEERING
STEVE HEATH, PE
[redacted]
[redacted]

SURVEYOR:
ELEVATED LAND SURVEYING
SPENCER MCCUTCHEON, PLS
[redacted]
[redacted]

NOTES

1) CURRENT ZONING FOR THE SUBJECT PROPERTY IS AOI2.5
2) ALL PUBLIC INFRASTRUCTURE TO BE BUILT TO CURRENT CITY OF TETONIA STANDARD AND TETON COUNTY STANDARDS.
3) EACH LOT INCLUDED HEREON IS RESPONSIBLE FOR RETAINING STORM WATER ON SITE.
4) EACH LOT WILL BE SERVICED BY ITS OWN WELL AND SEPTIC SYSTEM.
5) CONTOURS ARE SHOWN AN A 2 FOOT INTERVAL
6) BUILDING ENVELOPES SHOWN HEREIN PERTAIN TO CONSTRUCTION OF RESIDENTIAL STRUCTURES ONLY

SUBDIVISION DATA	
NUMBER OF LOTS	15
SMALLEST LOT SIZE	2.506 AC
LARGES LOT SIZE	3.302 AC
AVERAGE LOT SIZE	2.654 AC
RIGHT OF WAY	0.000 AC
LOT DENSITY	0.377 LOTS/AC
TOTAL ACREAGE	39.816 AC
TOTAL OPEN SPACE	237,180 SQ FT
% OPEN SPACE	13.7%

OPEN SPACE NOTE

1) OPEN SPACE AREAS TO BE RETAINED AND PROTECTED TO PROVIDE WILDLIFE HABITAT FOR NATIVE SPECIES, SUCH AS, BIG GAME AND SAGE GROUSE. NO CONSTRUCTION OR STRUCTURES SHALL DISRUPT OR BE BUILD ON AREAS DESIGNATED AS OPEN SPACE.

BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN. SUBJECT PARCEL CONTAINS 39.816 ACRES OF LAND AS FOUND IN THE WARRANTY DEED INSTRUMENT NUMBER 272008 AS FOUND IN THE TETON COUNTY RECORDER'S OFFICE. BASIS OF BEARING IS NORTH 01° 10' 39" WEST 2650.67 FEET MEASURED BETWEEN THE WEST QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 21. SUBJECT PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FOUND SOUTHWEST QUARTER OF SAID SECTION 21 AS SHOWN ON CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 265590 BEING THE TRUE POINT OF BEGINNING; RUNNING THENCE ALONG THE SECTION LINE NORTH 01° 10' 39" WEST 1325.34 FEET (NORTH 00° 27' 41"W 1325.39 FEET BY RECORD) TO THE EAST WEST SIXTEENTH SECTION LINE OF SAID SECTION 21 AND TO A SET 1/2" IRON ROD AND ALUMINUM CAP MARKED PLS 20907; THENCE ALONG SAID SIXTEENTH SECTION LINE SOUTH 89° 21' 46" EAST 1311.12 FEET (SOUTH 88° 38' 53" EAST 1311.42 FEET BY RECORD) TO THE NORTH SOUTH SIXTEENTH SECTION LINE AND TO A SET 1/2" IRON ROD AND ALUMINUM CAP MARKED PLS 20907; THENCE ALONG SAID SIXTEENTH SECTION LINE SOUTH 00° 58' 58" EAST 1326.07 FEET (SOUTH 00° 16' 22" EAST 1326.14 FEET BY RECORD) TO THE SECTION LINE OF SAID SECTION 21 AND TO A FOUND 1" IRON ROD AND NO CAP REPLACED WITH A 1/2" IRON ROD AND CAP MARKED PLS 20907; THENCE ALONG THE SECTION LINE NORTH 89° 19' 30" WEST 1306.64 FEET (NORTH 88° 36' 34" WEST 1307.08 FEET BY RECORD) TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,734,383 SQUARE FEET OR 39.816 ACRES.

BASIS OF BEARING

ALL MEASURED BEARING SHOWN HEREON RELATE DIRECTLY FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.0002594288 FOR A GRID TO GROUND CONVERSION, NAD_83 (2011), EPOCH 2010.0000. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

REFERENCES TETON COUNTY IDAHO

RS1 - AW ENGINEERING - PLS 2860 - INST. NO. 267951
RS2 - GARY RAMMELL - CORNERSTONE GEOMATICS - PLS 12222 - INST. NO. 286069

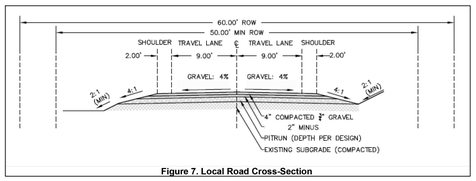
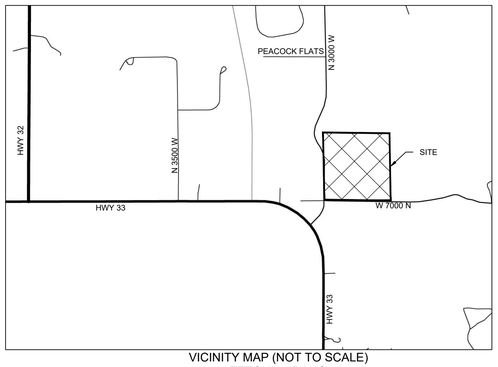


Figure 7. Local Road Cross-Section



VICINITY MAP (NOT TO SCALE)
TETONIA, IDAHO

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE

I, SPENCER MCCUTCHEON , DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND HOLD CERTIFICATE NO. 20907 AS PRESCRIBED BY THE LAWS OF THE STATE OF IDAHO, I DO HEREBY CERTIFY THAT THIS PRELIMINARY PLAT SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION, IN ACCORDANCE WITH IDAHO LAW FOR KEVIN MAYBERRY. (SEE SEAL BELOW)

PROFESSIONAL LAND SURVEYOR LICENSED 20907 9-29-2025 STATE OF IDAHO SPENCER MCCUTCHEON

SPENCER MCCUTCHEON
PLS NO. 20907
DATE OF PLAT: 9-29-2025

PRELIMINARY PLAT

NO.	REVISIONS	BY	DATE

CLIENT
KEVIN MAYBERRY

DRAWN: SJM
SURVEYED: SJM
FIELD WORK: SJM
DATE: 9-29-25

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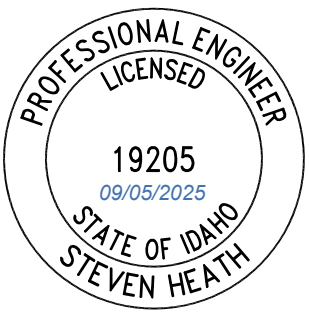
ELEVATED LAND SURVEYING
[redacted] IDAHO FALLS, ID
[redacted]

MOUNTAIN WEST ENGINEERING
[address redacted] [address redacted] [phone redacted] [email redacted]

ENGINEER'S COST ESTIMATE

Project Name	Client Name	Date
Flag Ranch Subdivision	Kevin Mayberry	9/5/2025
Location	**Project Type**	
N. 3000 W., Teton County, Idaho	39.82 ac Residential Subdivision- 2.5 ac min. lot size	

SCOPE ITEM	APPROX. QUANTITY	UNIT COST	TOTAL
Mobilization	1	LS	$2100.00.00
SWPPP	1	LS	$2500.00
Traffic Signage (Stop Sign & Speed Limit Signage)	1	LS	$1500.00
Excavation & Material Installation (joint utility trench excavation included)	1	LS	$85,500.00
Pitrun	2600 cy	$16.50	$42,900.00
2" Minus	700 cy	$28.50	$27,930.00
¾ Road Base	700 cy	$23.50	23,030.00
Fire Pond Lining & Dry Hydrant	1	LS	$70,000.00
Joint Utility Trench (conduit bedding & Installation) Note: Actual length of joint utility trench to be determined by power provider design. Price also includes an assumed unit cost of conduit and will vary depending on supplier.	1675 LF	$22.00	$36,850.00
Entry Subdivision Sign & accompanying Landscaping	1	LS	$5500.00
		Total Cost of Construction	$297,810.00
		Financial Guarantee Total (TCOC + 25%)	**$372,262.50**



Eastern Idaho
Public Health
Prevent. Promote. Protect.

ENVIRONMENTAL HEALTH
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE [phone redacted]
FAX

SUBDIVISION ON-SITE

Conducted on: May 30, 2025 Time: Travel 20 min On-site 1.25 hrs

I. NAME OF SUBDIVISION: Flag Ranch

II. LOCATION (COUNTY): Teton

III. GENERAL INFORMATION:

A. Current Land Use: Agricultural

B. Adjoining Property Use: Residential, commercial, and agricultural

C. Surface Water (on or near development): None

D. Slope: Varies throughout property

E. Drainage Areas Present: None

F. Rock Outcrop Present: None

G. Wetland Indications: None

IV. EVALUATION:

A. Individual water and sewer:
Does each lot appear to have sufficient area to install proposed system and to meet minimum separation requirements? Yes X No

B. Individual water and central sewer:
Does there appear to be sufficient area for central system and replacement area? Yes No

C. Individual sewer and central water system:
Does each lot appear to have sufficient area to install proposed system and to meet minimum separation requirements? Yes No

D. Individual sewer and public water system:
Does each lot have sufficient area to install proposed system and to meet minimum separation requirements? Yes No

COMMENTS:

Varying depths of bedrock, all greater than 8 feet. Basic systems @ 4 ft maximum excavation. Variable on sizing, between B1 and B2 application rate.

EHS: Katie Whitson

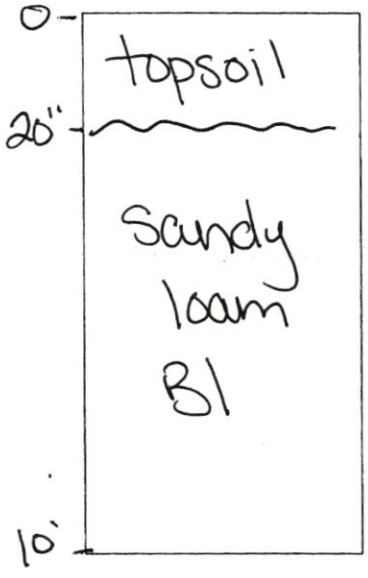
TEST HOLE INFORMATION

SUBDIVISION Flag Ranch DATE May 30, 2025

Test Hole # 1

Location:

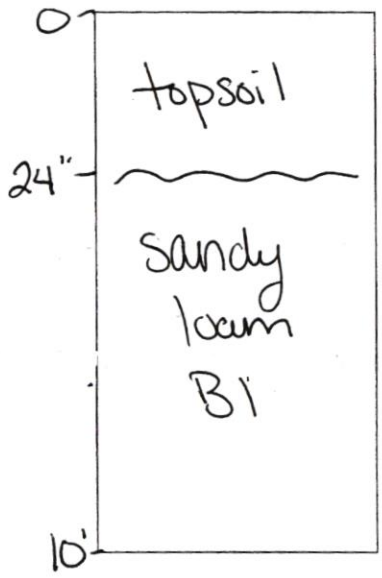
Depth: 10'



Test Hole # 2

Location:

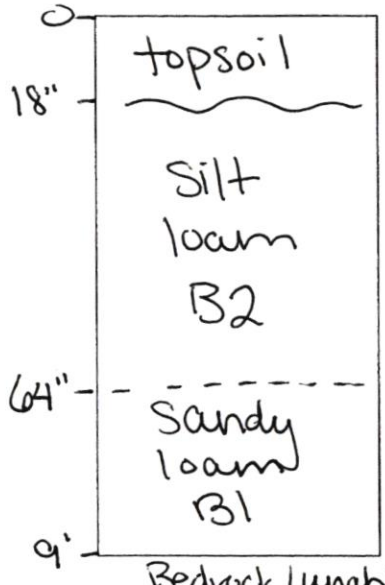
Depth: 10'



Test Hole # 3

Location:

Depth: 9'

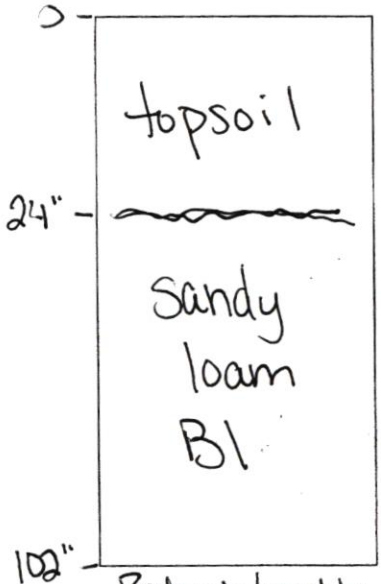


Bedrock / unable to dig deeper @ 9'

Test Hole # 4

Location:

Depth: 102"

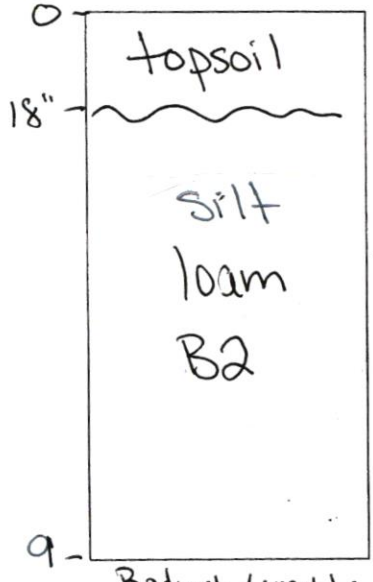


Bedrock / unable to dig deeper @ 102"

Test Hole # 5

Location:

Depth: 9'

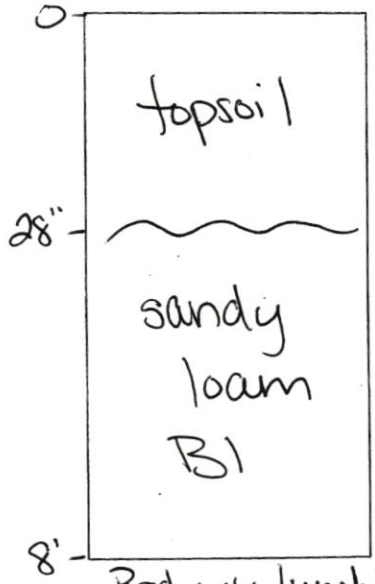


Bedrock / unable to dig deeper @ 9'

Test Hole # 6, 7, 8

Location:

Depth: 8'



Bedrock / unable to dig deeper @ 8'

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

Agency Notices for September 9, 2025 Teton County Planning and Zoning Hearing

Katarina Whitson <kwhitson@eiph.idaho.gov> Mon, Aug 18, 2025 at 3:48 PM
To: Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

Mitzi,

Flag Ranch

All three proposed subdivisions have made application through my office, completed their on-site evaluations, and received preliminary approval. No additional comments.

Thanks!

Katarina Whitson
Environmental Health Specialist
Office: [phone redacted]
Desk: [phone redacted]

From: Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>
Sent: Monday, August 18, 2025 2:30 PM
To: August Christensen <mayor@driggsidaho.org>; Jerod Pfeffer <jpfeffer@tetoncountyidaho.gov>; Earle Giles III [email redacted] ; Charissa Bujac <Bujak.charissa@epa.gov>; Katarina Whitson <kwhitson@eiph.idaho.gov>; Joshua Chase <jchase@tetoncountyidaho.gov>; Doug Self <dself@driggsidaho.org>; Earle Giles <egiles@tetoncountyfire.org>; Liz Acosta [email redacted] ; Megan Christiansen <mchristiansen@d401.k12.id.us>; Jade Krueger <jkrueger@driggsidaho.org>; Aaron Dalling [email redacted] ; Carlin Feisthamel <Carlin.Feisthamel@deq.idaho.gov>; Bryan Young <Bryan.Young@itd.idaho.gov>; Jay Pence <jay.pence@usda.gov>; Carly Anderson <candersen@driggsidaho.org>; Todd.D.Saulters@usps.gov <Todd.D.Saulters@usps.gov>; Wendi Celino [email redacted] ; Jay Mazalewski <jmaz@driggsidaho.org>; Jeff Nield <jeffery.a.nield@usace.army.mil>; Kimberly Kolner <kimberlyk@victoridaho.gov>; Heath Hancock Hancock <hhancock@idl.idaho.gov>; Kenny Huston <kenny.huston@oer.idaho.gov>; John Reffit <jreffit@blm.gov>; Eric Baird <ericbaird@eiph.idaho.gov>; William Moulton [email redacted] ; Katina Kienlen-Hoffer <khoffer@idl.idaho.gov>; Darryl Johnson <djohnson@tetoncountyidaho.gov>; Ron Fryzowski <rfryzowski@idl.idaho.gov>; Lynn Bagley [email redacted] ; Will Frohlich [email redacted] ; Sharon Fox <sfox@tetoncountyidaho.gov>; Kevin Thibeault [email redacted] ; Jacque Beard [email redacted] ; James Cefalo <james.cefalo@idwr.idaho.gov>; Eric Anderson <eric.anderson@idfg.idaho.gov>; Kevin Brown <kbrown@tetoncountyfire.org>; [email redacted] ; [email redacted] [email redacted] ; Brent Schindler [email redacted] ; David Campwerth <ifwo@fws.gov>
Subject: Agency Notices for September 9, 2025 Teton County Planning and Zoning Hearing

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DECLARATION OF EASEMENTS COVENANTS CONDITIONS AND RESTRICTIONS

FOR

Flag Ranch Subdivision

This Declaration of Covenants, Conditions and Restrictions for Flag Ranch (the "Declaration") is made this ___ day of _____, 2025, **("Effective Date")** by Flag Ranch LLC, an Idaho limited liability company hereinafter referred to as collectively as **"Declarants"**.

DRAFT

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean Flag Ranch Homeowner's Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2. "Property" shall mean the real property located in Teton County, Idaho, particularly described on Exhibit A attached hereto.

Section 3. "Lot" shall refer to each of lot 1 to 15 described on Exhibit A attached hereto and each such Unit shall constitute one (1) Lot.

Section 4. "Owner" or "Ownership" shall mean the record owner, whether one or more persons and/or entities, of a fee simple title to each Lot, including contract buyers of record, but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single Owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the Ownership of such Lot for purposes of giving notices, voting and other matters.

Section 5. "Members" shall mean the Owners, as described in Article II hereof.

Section 6. "Declarants" shall mean Flag Ranch, LLC, an Idaho limited liability company, and their respective successors and assigns and any investors within Flag Ranch LLC.

Section 7. "Management Committee" shall mean the Board of Directors of the Association, as described in the articles of incorporation and by-laws of the Association and in this Declaration.

ARTICLE II
THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and Ownership of a Lot shall be the sole qualification for Membership. Each Ownership shall constitute one (1) Member.

Section 2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: If an Owner includes more than one (1) person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Management Committee as to the authority conferred upon one (1) or more Owners or other representatives by the Ownership in casting the one (1) vote of the Ownership shall be conclusive and binding.

2.1 Class A. Class A members shall be the Owners, with the exception of Declarants, and shall be entitled to one (1) vote for each Lot owned.

2.2 Class B. The Class B member shall be Declarants. Upon the recording hereof, Declarants shall be entitled to five (5) votes for each Lot owned by Declarants.

Section 3. Management Committee.

3.1 The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Management Committee.

3.2 The members of the Management Committee shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.

3.3 The Management Committee, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall enforce the provisions of this Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The Management Committee shall have the powers, duties and responsibilities with respect to the Property as contained in Article III hereof and the other provisions of this Declaration and its articles of incorporation and by-laws, as well as any other applicable law.

3.4 Notwithstanding anything herein to the contrary, during the first seven (7) years following the recording of this Declaration or as long as Declarants are the Owners of at

least twenty percent (20%) of any Lots for which the Owner of such Lots qualifies as a Member of the Association, Declarants shall have the option to increase or decrease the number of persons on the Management Committee and to appoint and remove all members of the Management Committee, to appoint and remove all officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association ("Declarants' Rights"). Declarants shall have the option at any time, by an express written declaration, to turn over to the Association the total responsibility for electing and removing members of the Management Committee and the officers. No term of office of a Management Committee member or an Association officer or agent shall expire or otherwise be affected by the expiration of such period during which Declarants may control the Association, and if the number of Management Committee members shall be less than three (3) at the end of such period, the vacancies may be filled in accordance with the Bylaws of the Association.

3.5 Regular or special meetings of the Management Committee shall be held at such places within or without the State of Idaho as all members of the Management Committee shall determine. Otherwise, meetings shall be held at the Property. A simple majority of the members of the Management Committee shall constitute a quorum, and if a quorum is present, unless otherwise required by law or this Declaration, the decision of a majority of the members in attendance at any Management Committee meeting shall be binding on the Management Committee. The Management Committee shall appoint all of the officers of the Association. A meeting for the appointment of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.

3.6 Regular meetings of the Management Committee may be held without call or notice; provided, however, that if the meeting is to be held at a place other than as decided at the annual meeting each year, at least ten (10) days prior notice shall be given to all Management Committee members. The person or persons calling a special meeting of the Management Committee shall, at least ten (10) days before the meeting, give notice of the time and place thereof by any usual means of communication. Such notice should specify the general purposes for which the meeting is called.

3.7 Special meetings of the Management Committee may be called by the president of the Association or by any two (2) Management Committee members.

3.8 Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except when a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

DRAFT

Section 4. Meetings of the Association.

4.1 The presence in person or by proxy at any meeting of the Association of at least fifty percent (50%) of the Owners shall constitute a quorum. In the event that such quorum is not present in person or by proxy, the meeting shall be adjourned for up to two (2) weeks as designated by the chairman presiding at the meeting, at which time it shall reconvene and any number of Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Owners upon a vote of a majority interest of the Owners who are present in person or by proxy.

4.2 At all meetings of the Association, Owners may vote in person or by proxy executed in writing by the Owner or their duly authorized attorney in fact. Proxies shall be filed with the secretary of the Management Committee before or at the time of the meeting.

4.3 There shall be an annual meeting of the Association each year as set by the Management Committee, either at the Property or at such other place as may be designated by the Management Committee. The Management Committee shall give written notice of the time and place of the annual meeting, said notice to be delivered to the Members not less than thirty (30) days prior to the date fixed for said meeting.

4.4 Special meetings of the Association may be held at any time at the Property or at some other place to consider matters which, by the terms of this Declaration, law, or the by-laws, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Management Committee, or by Members representing at least fifty percent (50%) in interest of all Owners and delivered to all Members not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

Section 5. Officers.

5.1 The Management Committee shall perform its functions and responsibilities through those members of the Management Committee who are elected as officers annually by the Management Committee, and through such agents or employees as the Management Committee may appoint. The primary officers shall consist of a president, a secretary, and a treasurer. The offices of secretary and treasurer may be combined as one (1) office. The Management Committee may appoint such assistant officers as the Management Committee may deem to be necessary or desirable. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the members of the Management Committee vote otherwise.

5.2 Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Management Committee then serving.

DRAFT

Section 6. Other Matters. The Association may adopt by-laws containing more detailed provisions governing the internal affairs of the Association, to the extent the Management Committee deems such by-laws to be consistent with this Declaration.

ARTICLE III
STATUS OF OWNERS; MANAGEMENT COMMITTEE

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, the Management Committee or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the articles of incorporation, the by-laws, or by applicable law.

Section 2. Management of Association. The business, property and affairs of the Association shall be managed by a Management Committee as provided in this Declaration and its articles of incorporation and by-laws.

Section 3. Powers and Duties of Management Committee. The Management Committee, acting on behalf of the Association; shall have all the powers, duties and responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

3.1 To make and enforce all administrative rules and regulations covering the operation and maintenance of the Property.

3.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay said persons a reasonable compensation for their services.

3.3 To operate, maintain, repair, improve and replace the Common Areas, including the entering into of agreements for use and maintenance of the Common Areas and adjacent contiguous property for the benefit of the Association.

3.4 To determine and pay Common Expenses and other expenses of the Association.

3.5 To assess and collect the proportionate shares of Common Expenses and other applicable expenses from the Owners.

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3.6 To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

3.7 To open bank accounts on behalf of the Association and to designate the signatures thereof.

3.8 To purchase, hold, sell, convey, mortgage, or lease any one (1) or more Lots in the name of the Association or its designee.

3.9 To bring, prosecute and settle litigation for itself, the Association and the Property.

3.10 To obtain insurance for the Association with respect to the Common Areas, and for the Association's officers, directors and employees, as well as workmen's compensation insurance as needed.

3.11 To repair or restore the Common Areas and any property owned by the Association following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation.

3.12 To own, purchase or lease, hold, sell or otherwise dispose of on behalf of the Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Committee and in the operation of the Common Areas and any property owned by the Association.

3.13 To keep adequate books and records, which will be available to the Owners for inspection on a reasonable basis.

3.14 To make and enforce rules and regulations pertaining to the usage of the Common Areas. Declarants or the Association shall have the right and authority to grant access easements across the Common Areas to Lot Owners in order to provide access to Lots across the Common Areas.

3.15 To do all other acts necessary for the administration, operation and maintenance of the Common Areas and any property owned by the Association, including the maintenance and repair of any improvements on the Common Areas if the same is necessary or desirable to protect or preserve the Common Areas and any property owned by the Association.

Section 4. Delegation of Powers. The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in Section 3 above except: the final determination of common expenses, budgets, and assessments based thereon; the promulgation of rules and regulations; the power to purchase, hold, sell, convey,

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mortgage, or lease any property in the name of the Association; or any other power, duty or responsibility nondelegable by law.

Section 5. Limited Liability of Management Committee, etc. Members of the Management Committee and their officers, assistant officers, agents and employees: (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

Section 6. Indemnification. The Association hereby indemnifies and holds harmless any person, their heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one (1) or more Owners or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he or she was a member of the Management Committee or an officer or assistant officer, member, attorney or manager of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct or bad faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Management Committee or otherwise. The indemnification by the Owners as contained herein shall be paid by the Management Committee on behalf of the Owners and shall constitute a common expense and shall be assessed and collectable as such.

Section 7. No Amendment Without Consent. The provisions of Section 5 and Section 6 above may not be amended with any retroactive effect so as to limit the rights of any person otherwise entitled to the benefits thereof.

ARTICLE IV
CONTROL OF COMMON AREAS

The Association, as a separate entity, shall control, oversee, and maintain the Common Areas.

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ARTICLE V
ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Management Committee in accordance with the following provisions:

Section 1. Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Management Committee, including all Regular and Special Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

Section 2. Regular Assessments. All Owners, including the Declarants, are obligated to pay Regular Assessments to the Management Committee on a schedule of payments established by the Management Committee.

2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Management Committee, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. Management Committee shall compute the amount of Regular Assessments owed not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association.

2.3 Amounts Paid by Owners. The Management Committee can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments.

Section 3. Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Management Committee may also impose a late charge of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be

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first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessments, shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made in accordance with Idaho Code §55-3207, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time the assessment became due or at any time thereafter.

It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Management Committee may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees.

Section 4. Rights to Collect from Tenant. If an Owner shall, at any time, lease their Lot and shall be in default for a period of one (1) month or more in the payment of assessments or other charges, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. The Management Committee shall be fully entitled to demand and receive a copy of the applicable lease agreement.

Section 5. Special Assessments. In the event that the Management Committee shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such a Special Assessment will be paid.

Section 6. Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 6 may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on

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such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

Section 7. Disclosure of Fees and Financial Disclosures. The Association and Management Committee shall comply with the disclosure requirements of Idaho Code §55-3205 (2023).

ARTICLE VI
PURPOSE OF THE PROPERTY, AND CERTAIN RESTRICTIONS ON USE

Section 1. General Purpose. The general purpose of this Declaration is to provide for the maintenance, administration and control of the Property as a first class residential community.

Section 5. Certain Additional Restrictions. The following additional restrictions are applicable to Lots. Each reference to "Owners" includes their tenants and invitees.

5.1 Open Space. Owners are to keep open space intact without fencing or alterations to the ground. No modifications building or excavations can take palce in the open space

5.2 Fencing. Owners shall not contruct perimeter fencing unless they are wildlife friendly fences. The right to Farm act takes precedent.

5.3 County Land use regulations: Confomrintuywill all applicable land use regulations of Teton County Idaho, shall be required in addition ot the requirements of these covenants. In case of any conflict the more stringent requirements shall govern.

5.4 Residential Use: lot are herby retricted for residential purposes only per county regulations

5.5 Garbage collection: No lot shall be used maintained as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. The cost of the garbage and trawh colletion shall be paid by each owner in accordance with the billing of the collectors.

5.6 All outdoor lighting, including on residencds and outbuilding, shall comply with teton county regulations.

5.7 Setback: Structures shall comply with Teton County, Idaho's zoning and

setback requirements.

5.8 Weed control: All lot owners will be responsible to control and eradicate all noxious weeds.

5.9 Right to Farm Act: All lot owners will recognize Idaho as an "Agriculutre First" sate and the Idaho Right ot Farm Act protects all agricultural operations within the neighboring areas, including noise, odors and movement of farm machinery which are inherent to farming and ranching operations.

5.10 Sanitary Rules and Restrictions: All requirments of Eastern Idaho Public Health are in force for the installation of all sceptic systems within Flag Ranch subidvisions with only sceptic systems approved by that agency being installed on each lot. EIPH has overriding authority regarding sanitary practices over the Flag Ranch Homeowners Association

5.11 The following conditions cannot be changed by the moose meadows Homeowners
a. Weed maintence and Control
b. Lighting
c. County Setbacks and heights
d. Right to Farm Act
e. The authority of EIPH over the Flag Ranch Homowners Association.

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ARTICLE VII
MAINTENANCE

The maintenance, alteration, replacement and repair of the Common Areas shall be the responsibility of the Management Committee. The Management Committee as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas and when deemed appropriate by the Management Committee of any roadways outside the boundaries of the Property which provides access to the Property. The maintenance, repair and replacement of all improvements on each Lot and the electric, gas, water and sewer systems and facilities on each Lot shall be the responsibility of the Owner of such Lot and not the Management Committee or the Association.

ARTICLE VIII
INSURANCE

Each Owner is solely responsible for obtaining their own insurance covering any and all

improvements on their Lot.

ARTICLE IX
DESTRUCTION, DAMAGE OR OBSOLESCENCE

Each Owner of a Lot is solely responsible for any damage, destruction, obsolescence, condemnation or abandonment of any improvements thereon, and for repair and reconstruction of such Lot and all improvements thereon.

ARTICLE X
EMINENT DOMAIN

Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and facilities by the exercise of the power in the nature of eminent domain or by any action or deed in lieu of condemnation, the Management Committee shall be entitled to timely written notice thereof and the Management Committee shall participate in the proceedings incident thereto.

ARTICLE XI
LEASING OF LOTS

All leases of Lots shall be subject in all respects to the provisions of this Declaration and failure of the lessee to comply with the terms of this Declaration shall be a default under the lease and shall be enforceable against the lessee directly by the Association, but without limitation of any other rights of the Association.

ARTICLE XII
NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered forty-eight (48) hours after a copy of the same has been deposited in the U.S. mail, postage prepaid.

ARTICLE XIII
NO WAIVER

The failure of the Management Committee or its agents to insist, in one (1) or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Management Committee.

ARTICLE XIV
ENFORCEMENT

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations and decisions issued by the Management Committee. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by law, maintainable by the Management Committee or its designee on behalf of the Association or by Declarants or, in an appropriate case, by an aggrieved Owner. Any violation of the provisions of the Declaration or any related rules or regulations is declared to be and shall constitute a nuisance and may be abated by Declarants or the Management Committee.

The Management Committee have the express authority to impose a fine upon an Owner for any violation of this Declaration. However, prior to the imposition of any fine for violation(s) of the Declaration, the Management Committee shall comply with the procedure outlined within Idaho Code § 55-3206 (2023).

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The Association shall be entitled to payment of all attorney fees incurred by the Association (or the Management Committee), payable by an Owner or lessee in violation of this Declaration or any such rules or regulations.

In addition, upon any failure of an Owner to pay when due any assessment for common expenses or any other assessment, the Management Committee may seek any remedy provided in this Declaration or otherwise available at law or equity. Unless specifically agreed in writing, liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any ownership or leasehold interest in the applicable Lot.

ARTICLE XV
DURATION AND AMENDMENTS

This Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2033, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Bonneville County Recorder.

The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of owners who own at least seventy-five percent (75%) of the Lots and such an amendment shall be effective upon its recordation with the Bonneville County, Idaho, Recorder. Notwithstanding the foregoing, during the first seven (7) years following the recordation of this Declaration, this Declaration may be modified, amended and changed by the Declarants without the need or necessity of the consent of the then-owners of the Property which is subject to this Declaration.

ARTICLE XVI
GENERAL PROVISIONS

Section 1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Section 2. Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used herein

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shall be construed to mean the plural whenever applicable or vice versa and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 3. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

ARTICLE XVII
EFFECTIVE DATE

This Declaration shall take effect when recorded with the Recorder of Bonneville County, Idaho.

IN WITNESS WHEREOF, the undersigned Declarants has executed this instrument as of the date first above written.

DECLARANTS:

Flag Ranch LLC

By: _____
Nate Mosteller, Manager

_____
Juan Jose Mejia, Member

_____
Kevin Mayberry, Member

_____
Cole Mosteller, Member

STATE OF)
)ss.
County of)

This record was acknowledged before me on _____ day of _____, 2023 by Nathan Mosteller as Manager of Flag Ranch, LLC.

_____
Signature of Notary Public
(seal) My commission expires: _____

Public Works Department

September 2, 2025

Ms. Sharon Fox
Teton County Planning
150 Courthouse Drive, Suite 107
Driggs, Idaho 83422

RE: Engineering Review
Flag Ranch Subdivision Preliminary Plat
Section 21, T6N, R45E B.M.

Upon review of the Flag Ranch Subdivision Preliminary Plat, I have the following observations:

- Improvement Plans reference Tetonia and Driggs standards. I believe this subdivision is in the Tetonia area of impact and must be constructed to County standards. Plans should be revised to reflect that.
- Utility sheets need to be included in the Improvement Plans
- All lots must be accessed from interior subdivision roads
- An access permit is required for construction within N3000W right-of-way
- No infrastructure cost estimate was provided

Sincerely:

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

Phone: [phone redacted] • 150 Courthouse Drive, Driggs, Idaho 83422 • Fax: [phone redacted]
djohnson@co.teton.id.us

MOUNTAIN WEST ENGINEERING

IMPROVEMENT DRAWINGS

FLAG RANCH

TETONIA, IDAHO

Permit Review Set, Oct 2025

SHEET INDEX

GENERAL		
1/G0.0	COVER SHEET
2/G1.0	GENERAL NOTES
SURVEY	
3/V1.0	EXISTING CONDITIONS & DEMO PLAN
CIVIL	
4/C1.0	GENERAL LAYOUT
5/C2.0	CIVIL DETAILS I
6/C3.0	CIVIL DETAILS II
7/C4.0	CIVIL DETAILS III
8/C5.0	FIRE POND
9/CD1.0	EROSION CONTROL SHEET

PROJECT CONTACTS

Owner/Developer
Flag Ranch, LLC
Kevin Mayberry
[email redacted]
[phone redacted]

Civil Engineer
Mountain West Engineering
[phone redacted]

Surveyor
Elevated Land Surveying
[phone redacted]

General Contractor
TBD

Materials Testing
TBD

ITD
JR Grotjohn
[phone redacted]

Planning and Building
Teton County Planning & Building
[phone redacted]

Public Works
Teton County Public Works
[phone redacted]

Fire Department
Teton County Fire Department
[phone redacted]

Sanitation
Voorhees Sanitation
[phone redacted]

Power
Fall River Electric
(800)632-5726

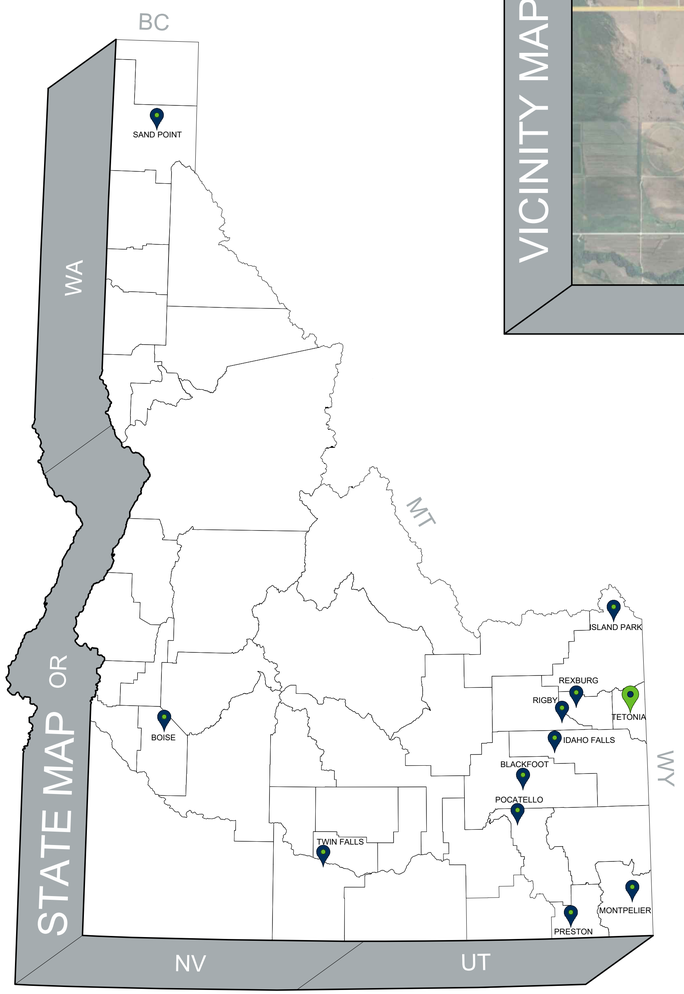
Telecommunication
Silver Star Communication
[phone redacted]

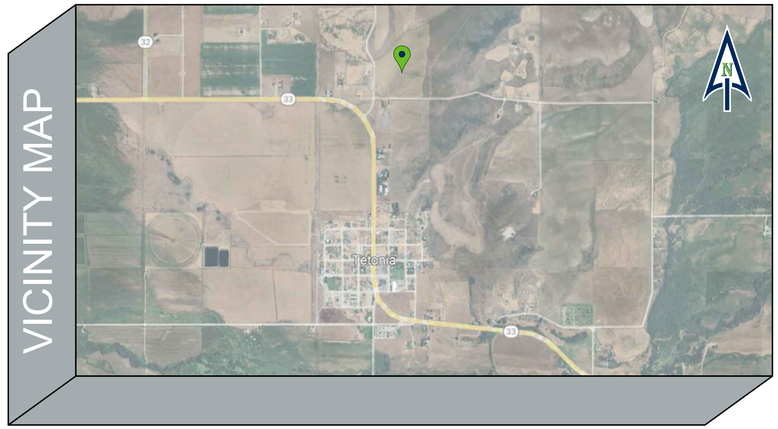
IDEQ
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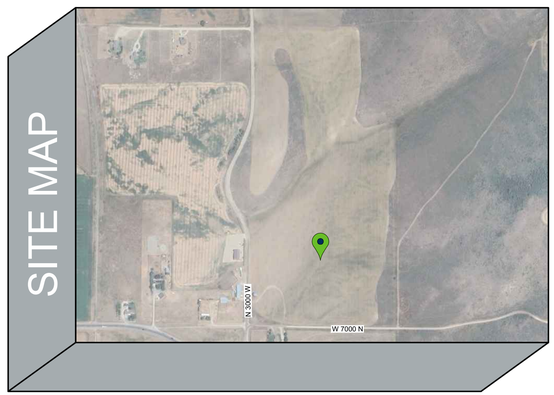
DIGLINE INC. Call 811 Before You Dig

SURVEY NOTE

This Improvement Drawing plan set conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this plan set in accordance with said survey.







IMPROVEMENT DRAWING PLAN NOTES

1. Any changes to these drawings shall be submitted to the Teton County Engineering Division for approval prior to construction.
2. Failure to comply with the requirements of these drawings may result in the County withholding final acceptance, water or sewer service.
3. Approval of the County Engineer is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the current Teton County Standard Drawings and Specifications.
4. A Public Works License may be required for any contractor working in a public right-of-way or easement.
5. All Driveway Approaches shall meet the requirements of the current Teton County Standard Specifications and Drawings. All driveways and parking areas shall be hard surface, where required.
6. Replace all broken or poor quality curb, gutter, and sidewalk.
7. Remove all unused driveway approaches and replace with standard full height curb, gutter and sidewalk as needed.
8. A Licensed Idaho Professional Engineer or Testing and Inspection Agency shall inspect and certify to AHJ Standards, all Water, Sanitary Sewer and Storm Sewer Main Lines.
9. All Water Service Lines and Sanitary Service Lines shall be inspected by the jurisdiction having authority (AHJ), at their discretion, prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains must be submitted to the jurisdiction having authority (AHJ) prior to placing mains into service, where applicable.
10. Fire service mains & dry hydrants must be tested and approved by the Fire Marshal, at their discretion, prior to backfilling.
11. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per Teton County Standard Drawings and Specifications.
12. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
13. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.
14. Appropriate erosion and sediment control requirements associated with construction shall be performed per Idaho Department of Environmental Quality (DEQ) Catalog of Stormwater Best Managment Practices. On projects of 1 acre or larger Contractor shall create and follow a Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent (NOI) with DEQ.

IMPROVEMENT DRAWINGS AHJ APPROVAL'S

Approved _____ Date _____

Teton County, ID

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN. SUBJECT PARCEL CONTAINS 39.816 ACRES OF LAND AS FOUND IN THE WARRANTY DEED INSTRUMENT NUMBER 265590 RECORDED IN THE TETON COUNTY RECORDER'S OFFICE. BASIS OF BEARING IS NORTH 01° 10' 39" WEST 3930.87 FEET MEASURED BETWEEN THE WEST QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 21. SUBJECT PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FOUND SOUTHWEST QUARTER OF SAID SECTION 21 AS SHOWN ON CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 265590 BEING THE TRUE POINT OF BEGINNING; RUNNING THENCE ALONG THE SECTION LINE NORTH 01° 10' 39" WEST 1325.34 FEET (NORTH 00° 27' 41"W 1325.39 FEET BY RECORD) TO THE EAST WEST SIXTEENTH SECTION LINE OF SAID SECTION 21 AND TO A SET 5/8" IRON ROD AND ALUMINUM CAP MARKED PLS 20907; THENCE ALONG SAID SIXTEENTH SECTION LINE SOUTH 89° 21' 46" EAST 1311.12 FEET (SOUTH 88° 38' 53" EAST 1311.43 FEET BY RECORD) TO THE NORTH SOUTH SIXTEENTH SECTION LINE AND TO A SET 5/8" IRON ROD AND ALUMINUM CAP MARKED PLS 20907; THENCE ALONG SAID SIXTEENTH SECTION LINE SOUTH 00° 58' 56" EAST 1326.07 FEET (SOUTH 00° 16' 22" EAST 1326.14 FEET BY RECORD) TO THE SECTION LINE OF SAID SECTION 21 AND TO A SET 5/8" IRON ROD AND ALUMINUM CAP MARKED PLS 20907; THENCE ALONG THE SECTION LINE NORTH 89° 19' 30" WEST 1306.64 FEET (NORTH 88° 38' 34" WEST 1307.08 FEET BY RECORD) TO THE TRUE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,734,383 SQUARE FEET OR 39.816 ACRES.

IMPROVEMENT DRAWING CONTACT PERSON

NAME Ryan Singleton (Mountain West Engineering)
ADDRESS [address redacted] Rigby ZIP 83442
PHONE [phone redacted]

Surveyor: ELEVATED LAND SURVEYING

Contractor

Architect

Owner/Developer

Civil Engineer: MTN WEST ENGINEERING

Stamp: PRELIMINARY — PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH — NOT FOR CONSTRUCTION

FILE NO. 24-043	DRAWN BY: QT	DATE PLOTTED: 23-Oct-25	PAGE NO. 01 of 09
SCALE: 24"X36" Sheets	CHECKED BY: RS	REVIEW NO.: 1	SHEET NO. G0.0

GENERAL NOTES

1. Contractor is solely responsible for obtaining, correlating, confirming, and correcting dimensions and quantities at the site; information and choices pertaining to fabrication processes; means and methods of construction and safety precautions and programs incident thereto.
2. All construction within the right of way is to follow **Teton County Roadway Specifications, Idaho Standards for Public Works Construction (ISPWC)**, and **Idaho Transportation Department Standard Drawings and Specifications**. If a conflict arises, the more stringent standard shall take precedence.
3. A digital or paper copy of the above mentioned standard drawings and specifications are to be located on site during all construction activities.
4. Contractor shall obtain a Right of Way Permit from the County prior to commencing any work within said Right of Way.
5. Contractor is responsible for any necessary traffic control plans or devices.
6. Pre-construction meeting to be held with owner, contractor, surveyor, civil engineer, materials testing agency and city inspectors to briefly discuss the project and exchange contact info. If project is over 1 acre the Contractor is to provide a copy of the Notice of Intent (NOI) filed with the Idaho DEQ with accompanying Stormwater Polution Prevention Plan (SWPPP).
7. Where required, contractor shall acquire and adhere to Idaho DEQ Storm Water Pollution Prevention Plan and limit soil erosion wherever possible.
8. Contractor to provide estimated schedule to provide to parties mentioned above.
9. Utilities and underground structures shown on this plan are approximate and may not be complete and accurate representation of what exists. Contractor shall be responsible to research and know what utilities exist above and below ground and ensure that they are protected before commencing work. Each service provider is to be notified of the construction schedule.
10. To help track line work of various utilities and infrastructure these plans were created and drawn in color. If printed in black and white some line work may not show up properly.
11. Contractor shall assume responsibility for any field changes made without prior written authorization from the owner, engineer, and governing agencies.
12. **As-Built Drawings**. Contractor shall maintain a neatly marked set of As-Built drawings showing the final location of all structures and improvements. As-Built drawings should reflect change orders, accommodations, and adjustments to all improvements. Where necessary, supplemental drawings shall be prepared and submitted by the contractor. Prior to acceptance and final payment the contractor shall deliver to the owner's certifying engineer one set of neatly marked As-Built drawings.
13. Contractor, owner and owner's certifying engineer to perform site walk through and punch list before city inspectors perform final inspections.

SURVEY NOTES

1. This plan set is designed to conform with an actual survey that was performed on the ground by a land surveyor licensed by the State of Idaho. The boundary lines of the survey are shown hereon with bearings and distances.
2. It is the contractor's responsibility to construct all structures shown on this plan set in accordance with said survey.
3. Contractor to ensure all property corner pins are protected and replaced if disturbed.
4. Contractor is to contract directly with a licensed surveyor for all construction staking services.
5. Contractor to ensure construction staking surveyor ties to proper control points and benchmarks and provide any necessary construction staking in alignment with those control points.
6. As-Built Survey. Contractor shall provide As-Built Survey data collected by a Licensed Land Surveyor for all public infrastructure including but not limited to the following;
   - -Water valve box tops and top of valve nuts
   - -Storm drain lids or grates and inlet or outlet inverts
   - -Sewer lids and inlet or outlet inverts
   - -Road sections at grade breaks and turning points including centerline of asphalt, sidewalk, curb and gutter
   - -Any additional items the City, Owner or Owner's certifying engineer need to have verified
   - -Notes, markup sketches and drawings showing any variations from design
   - -Certification letter stating all construction matches design with the exception of any noted changes

TESTING AND INSPECTION NOTES

1. All field inspection, testing, and related observations to be done in accordance with Teton County. ITD and ISPWC standards. See FIELD QUALITY CONTROL MANUAL (ISPWC Division 2100) for general list and frequency of required testing and inspections. City of Tetonia Testing Requirements to govern where conflicts arise.
2. Additional site inspection and testing may be required per the geotechnical investigation. To be verified with owner.
3. See structural plans and city building department for any other special inspections.
4. It is the Contractors responsibility to coordinate and adequately schedule all testing and observation with the Materials Testing and Inspection agency and to ensure results are complete and meet or exceed required minimum standards.
5. Any demolition and reconstruction of areas not tested will be the responsibility of the contractor.
6. Any extended warranty's required by the governing agencies related to testing and inspections not performed will be the responsibility of the Contractor.
7. Materials Testing and Inspection agency to provide the city and engineer of record a neatly organized packet with a signed memo stating all required testing and inspections were completed and that the materials used and the installation thereof meet or exceed the city and state standards. Any deviations or deficiency's from the minimum standards shall be noted.

FIRE DEPARTMENT NOTES

1. Fire pond to be serviced by a independent well, per approved plans.
2. Fire service water supply to be provided by an Fire Pond, per approved plans.
3. Fire pond subject to a joint use agreement with the proposed subdivision to the north.

WATER NOTES

1. All lots to be served by individual wells. Coordinate with well contractor & the IDWR.

SANITARY SEWER NOTES

1. All lots to be served by individual septic systems. Coordinate with septic contractor and the Dept. of Heath.

STORM DRAIN NOTES

1. All storm drain infrastructure within County right-of-way and within areas maintained by the County, or within road easements are to be installed per county standards. See **Teton County Roadway Specifications & section 600 of the ISPWC (2020 Edition)**.
2. All lots to retain their own respective storm water, per state code.

LANDSCAPE NOTES

1. All landscaping is to be installed per current County Zoning and Subdivision Ordinances.
2. Trees and shrubs are to meet minimum quantity requirements. See landscape plans or coordinate with landscape design-build contractor for exact landscape location and placement details.
3. Landscape contractor to ensure digline is called and utility service providers are coordinated with before digging takes place.
4. All landscaping and sidewalks within City right-of-way, including landscape strips between sidewalk and roadway curb, are to be maintained by the property owner.

ELECTRICAL NOTES

1. All new electrical facilities shall be constructed in accordance with the current Fall River Rural Electric Cooperative Electric Service Requirements for Residential and Commercial Service policy manual (update January 2023). Coordinate all electrical construction with Fall River Electric.

ABBREVIATIONS

BM	BENCHMARK
CP	CONTROL POINT
CL	CENTERLINE
STA	STATION
OS	OFFSET
TBC	TOP BACK CURB
TSW	TOP OF SIDEWALK
TWL	TOP OF WALL
TOC	TOP OF CONCRETE
TOA	TOP OF ASPHALT
TOG	TOP OF GRAVEL
TOE	TOE
FF	FINISH FLOOR
FG	FINISH GRADE
GB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
NG	NATURAL GROUND
BTM	BOTTOM
EXST	EXISTING

LEGEND

EXISTING	PROPOSED	
S	S	**SEWER** MAINLINE
S	S	MANHOLE
CO	CO	CLEANOUT
		SERVICE
W	W	**WATER** MAINLINE
W	W	HYDRANT
		VALVE
		METER
W	W	MANHOLE
		WELL
		SERVICE
D	D	**STORM** DRAIN MAINLINE
D	D	MANHOLE
		CATCH BASIN
		CATCH MANHOLE
		ROOF DRAIN
IR	IR	**IRRIGATION** LINE
IR	IR	IRRIGATION BOX
E	E	**POWER** LINE
L	L	LIGHT
T	T	TRANSFORMER
E	E	POWER POLE
SC	SC	SECTIONALIZING CABINET
C	C	**COMMUNICATION** LINE
C	C	JUNCTION BOX
G	G	**NATURAL GAS** LINE
G	G	METER
		TOPOGRAPHIC CONTOUR
GB	GB	GRADE BREAK
		FENCE
		PROPERTY LINE
RW	RW	RIGHT-OF-WAY
		EASEMENT
SB	SB	SETBACK LINE
PHZ	PHZ	PHASE LINE
LOD	LOD	LIMIT OF DIG
FA	FA	FIRE ACCESS
		LANDSCAPE
		CONCRETE
		$\frac{3}{4}$" CRUSHED

PRELIMINARY

PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH

NOT FOR CONSTRUCTION

MTN WEST ENGINEERING

DRAWN BY: QUEST THORNTON

REVIEWED BY: RYAN SINGLETON

NOTES

FLAG RANCH

23-Oct-25

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G1.0



CONTROL POINTS

Control Point #1
sec cor itd right of way
In the right-of-way intersection of N 3000 W AND W 7000 N
Easting 921798.0780'
Northing 788161.7480'
Elevation = 6045.92'

Control Point #2
BENT RB 1/2
Located on the S/E corner of property
Easting 923104.6200'
Northing 788146.5650'
Elevation = 6108.80'

BASIS OF BEARING

ALL MEASURED BEARING SHOWN HEREON RELATED DIRECTLY FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.0002594288 FOR GRID TO GROUND CONVERSION. NAD_83 (2011), EPOCH 2010.0000. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

BENCHMARK

Elevation Datum = **NAVD 88**

PRELIMINARY

PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH

NOT FOR CONSTRUCTION

MTN WEST ENGINEERING

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REVIEWED BY: RYAN SINGLETON

EXISTING CONDITIONS

FLAG RANCH

1" = 70'

0 70 140

24"X36" SHEET SIZE

N

23-Oct-25

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V1.0

PROPERTY NOTES:

A. ZONE = RM - 1 RESIDENTIAL
B. USE = RESIDENTIAL
C. OVERALL PROPERTY SIZE = 1,734,383 SQ. FT. (39.816 ACRES)

ALIGNMENT TABLES

UNNAMED RD							
NUMBER	START STATION	END STATION	RADIUS	LENGTH	LINE/CHORD DIRECTION	BEGIN POINT	END POINT
L1	1+00.00	7+50.00		650.00	S89° 22' 02.83"E	N: 788942.76, E: 921782.02	N: 788935.58, E: 922431.98

MT. NORD LN							
NUMBER	START STATION	END STATION	RADIUS	LENGTH	LINE/CHORD DIRECTION	BEGIN POINT	END POINT
L2	1+00.00	11+95.00		1095.00	S0° 58' 57.81"E	N: 789389.05, E: 922383.20	N: 788294.21, E: 922401.98

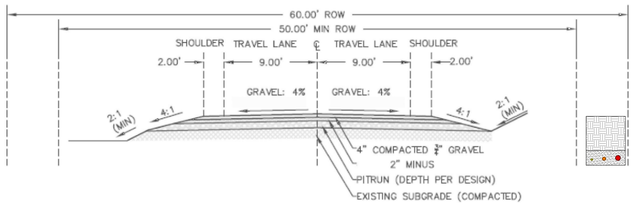
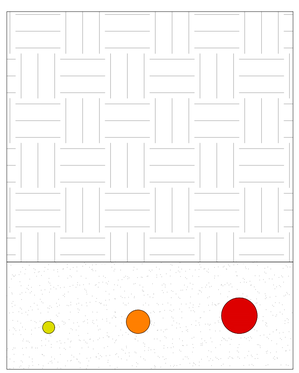


Figure 7. Local Road Cross-Section

UTILITY NOTES:

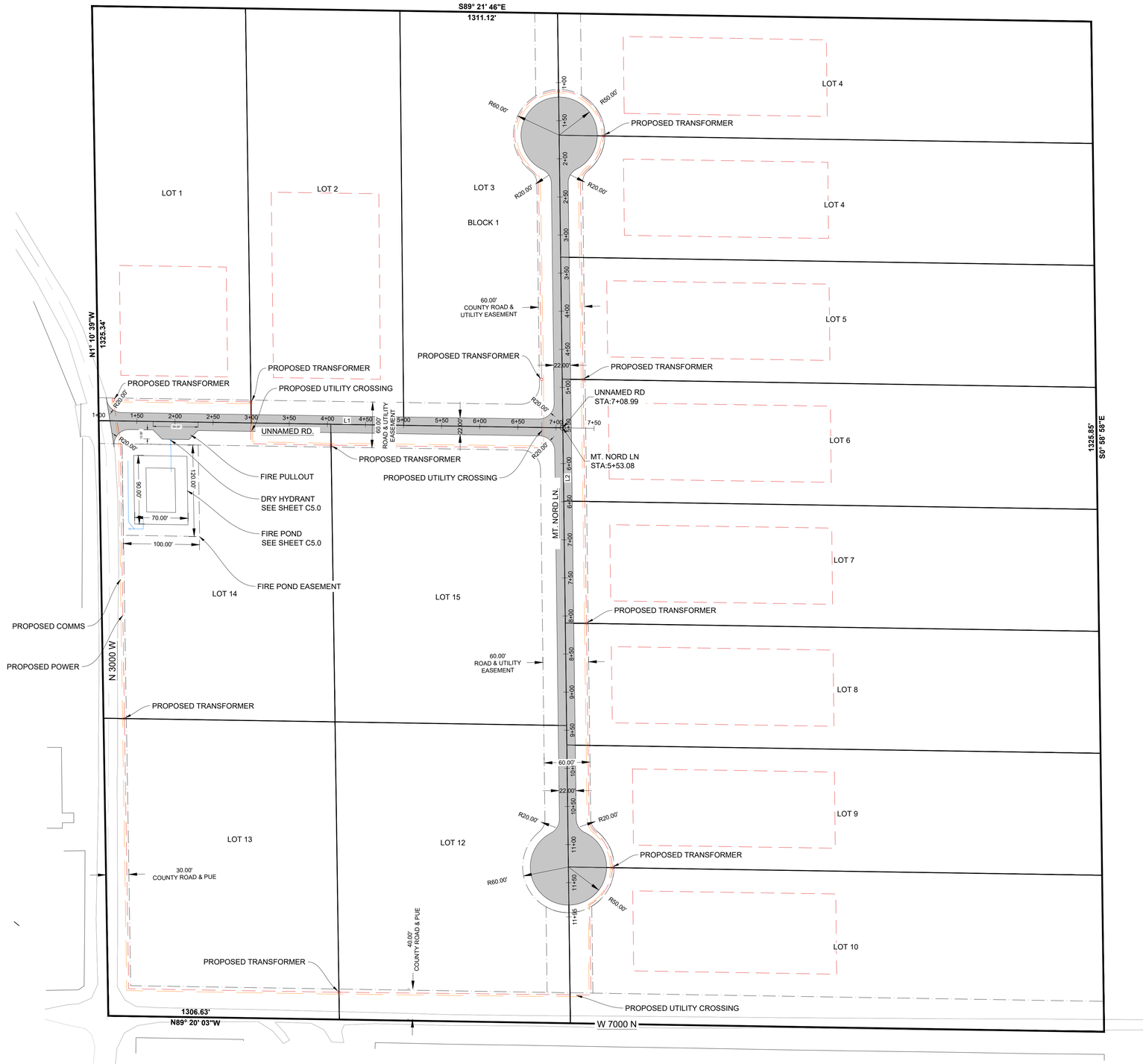
A. THE INFORMATION CONTAINED HEREIN IS SCHEMATIC IN NATURE AND MEANT FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO UTILITY PLANS DRAWN BY OTHERS FOR FINAL INSTALLATION GUIDANCE.
B. CONTRACTOR TO CONSULT UTILITY PLANS DRAWN BY OTHERS TO DETERMINE ACTUAL LOCATION, WIDTH, AND DEPTH OF JOINT UTILITY TRENCH.



UTILITY TRENCH NOTES:

1. MINIMUM COVER OVER POWER = 48"
2. MINIMUM SEPARATION BETWEEN POWER AND COMM = 12"
3. MINIMUM SEPARATION BETWEEN POWER AND GAS = 24"
4. MINIMUM SEPARATION BETWEEN COMM AND GAS = 12"
5. 6" SAND BEDDING ABOVE AND BELOW PIPE

SEE POWER, NATURAL GAS AND COMMUNICATION DESIGN PLANS FOR FURTHER DETAILS



PRELIMINARY

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NOT FOR CONSTRUCTION

MTN WEST ENGINEERING

DRAWN BY: QUEST THORNTON

REVIEWED BY: RYAN SINGLETON

GENERAL LAYOUT

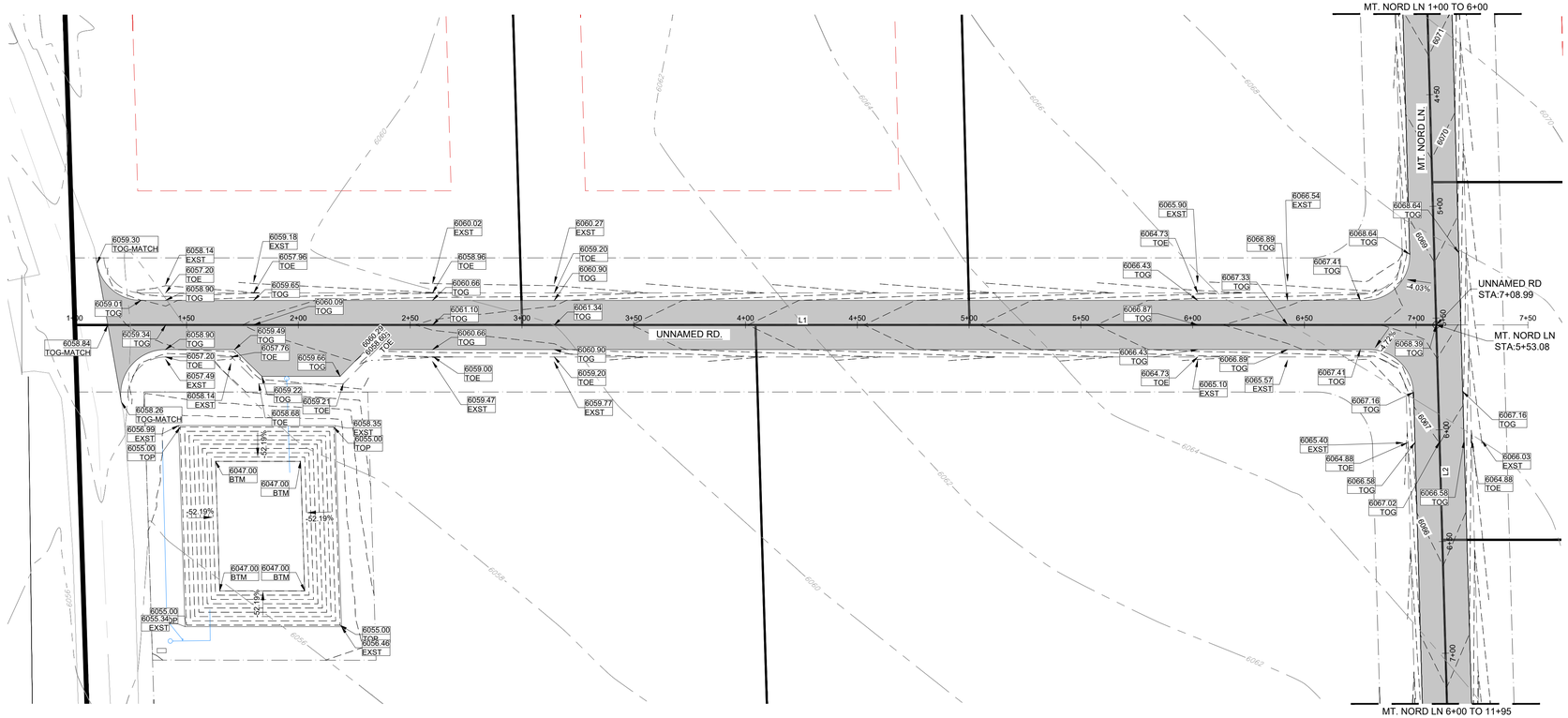
FLAG RANCH

1" = 70' (0, 70, 140) 24"X36" SHEET SIZE

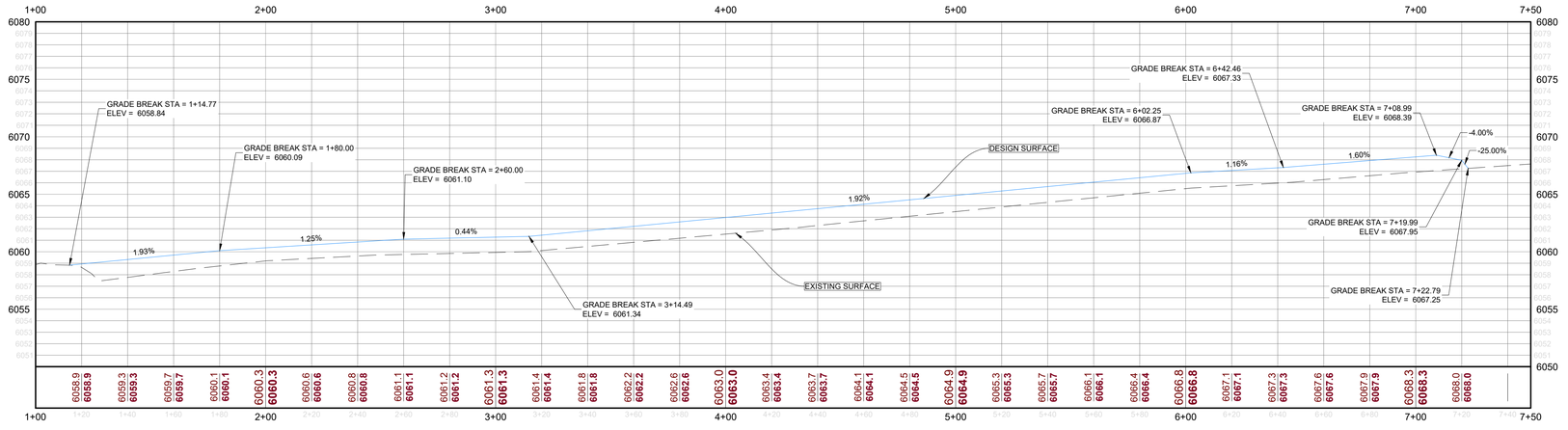
23-Oct-25

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PLAN VIEW



PROFILE VIEW

PRELIMINARY

PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH

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MTN WEST ENGINEERING

DRAWN BY: QUEST THORNTON

REVIEWED BY: RYAN SINGLETON

UNNAMED ROAD 1+00 TO 7+50

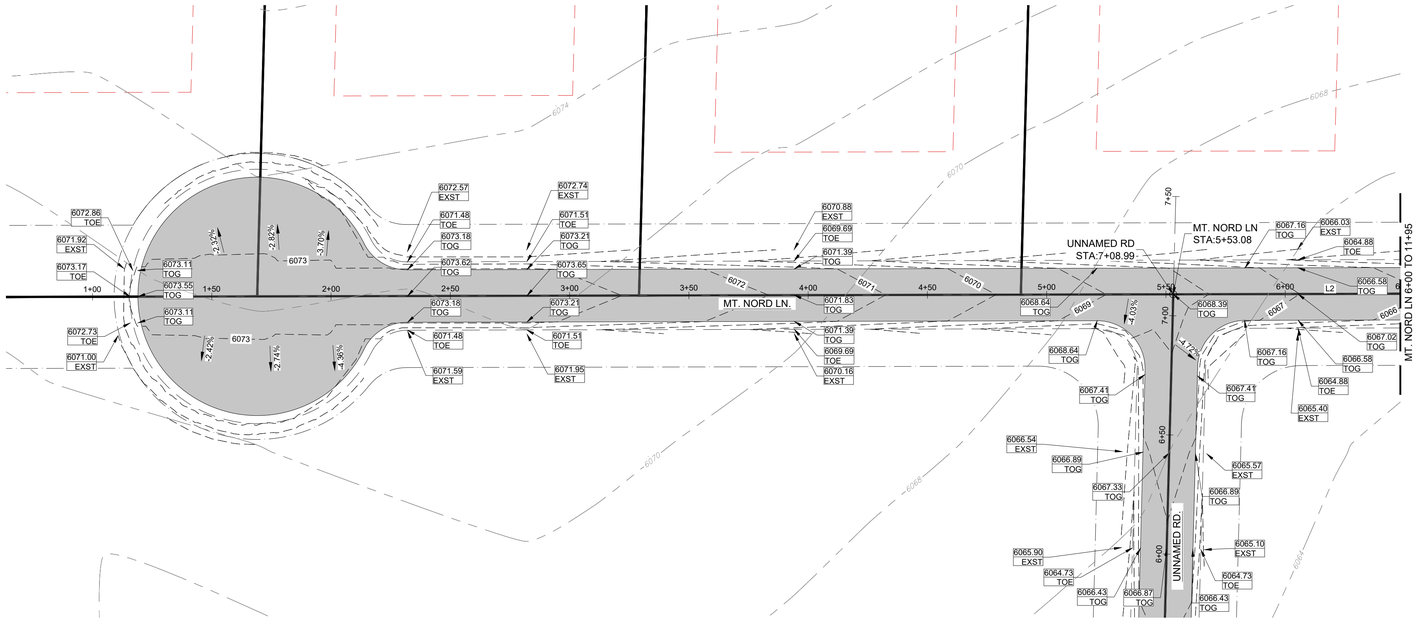
FLAG RANCH

1" = 30' 0 30 60 24"X36" SHEET SIZE

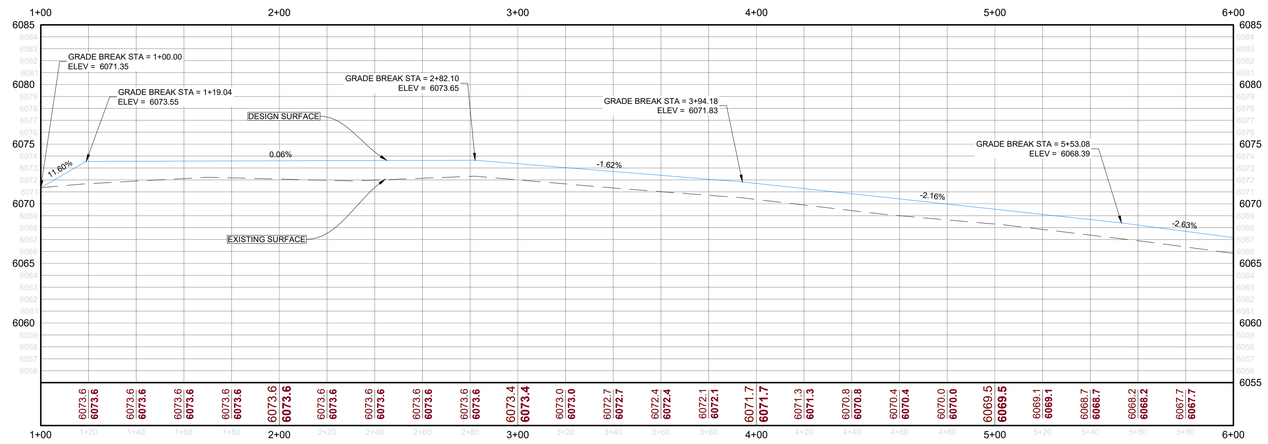
23-Oct-25

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C2.0



PLAN VIEW



PROFILE VIEW

PRELIMINARY

PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH

NOT FOR CONSTRUCTION

MTN WEST ENGINEERING

DRAWN BY: QUEST THORNTON

REVIEWED BY: RYAN SINGLETON

MT. NORD LN 1+00 TO 6+00

FLAG RANCH

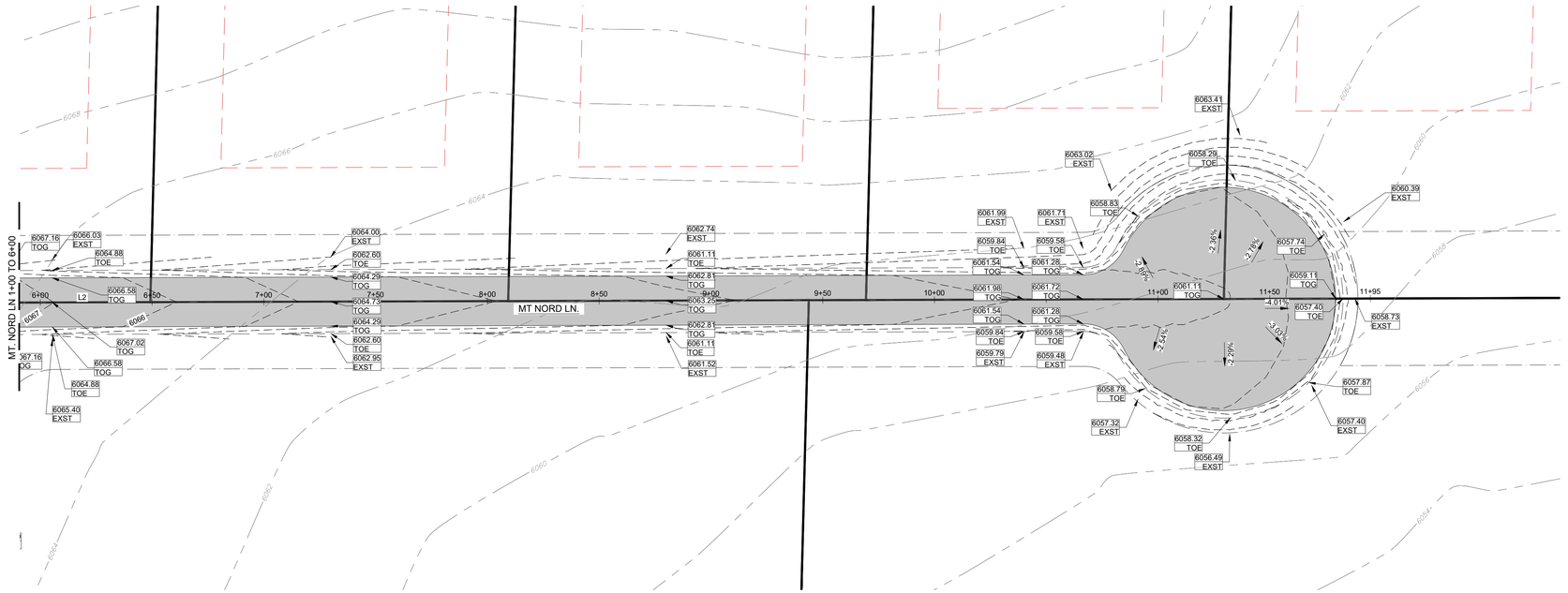
1" = 30' 0 30 60

24"X36" SHEET SIZE

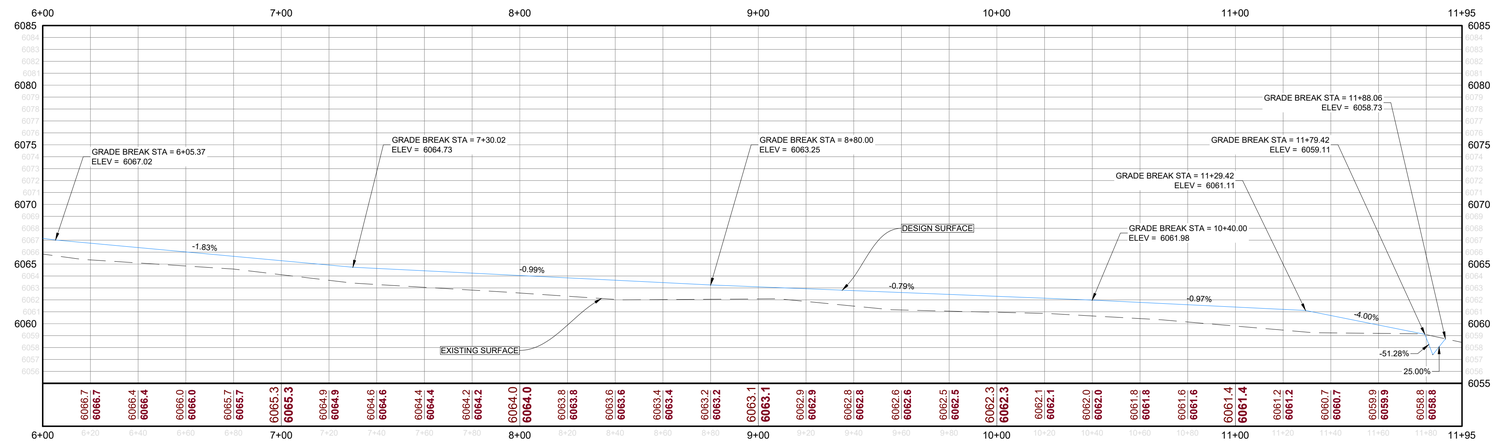
23-Oct-25

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PLAN VIEW



PROFILE VIEW

PRELIMINARY

PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH

NOT FOR CONSTRUCTION

MTN WEST ENGINEERING

DRAWN BY: QUEST THORNTON

REVIEWED BY: RYAN SINGLETON

MT. NORD LN 6+00 TO 11+95

FLAG RANCH

1" = 30' (0, 30, 60)

24"X36" SHEET SIZE

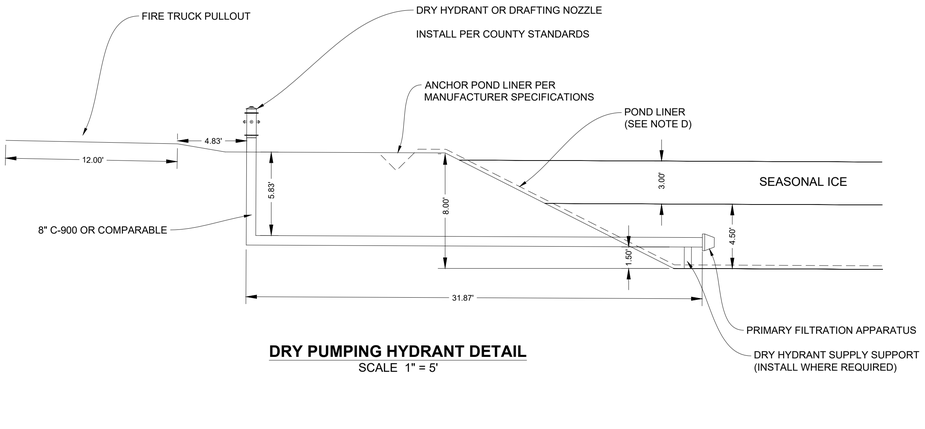
23-Oct-25

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FIRE POND NOTES:

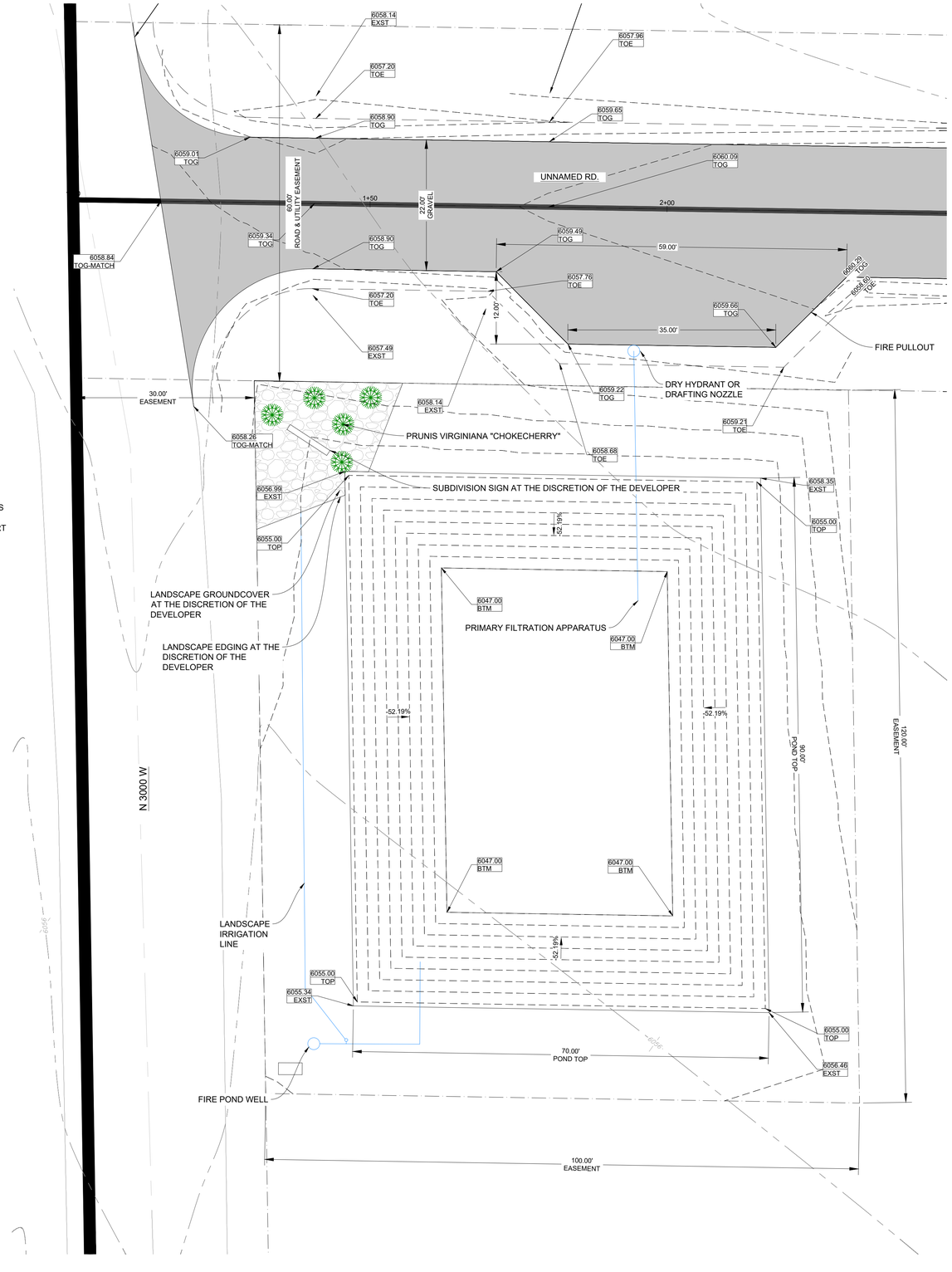
A. TOTAL STORAGE CAPACITY: 34,047 CUFT
B. FROZEN CONDITIONS (3' ICE CAP) CAPACITY: 17,793 CUFT
C. MINIMUM 2-HOUR FIRE FLOW REQUIRED:
   C.A. 1000 GPM FOR 2 HOURS
   C.A.A. 120,000 GAL = 16,080 CUFT
D. POND SHALL BE LINED WITH AQUAARMOR BTL-30 OR COMPARABLE PRODUCT PER MANUFACTURE SPECIFICATIONS.
E. FIRE FLOW TEST MUST BE CONDUCTED BY AN AUTHORIZED AGENCY PRIOR TO ACCEPTANCE.



DRY PUMPING HYDRANT DETAIL
SCALE 1" = 5'

SUBDIVISION ENTRY LANDSCAPE:

A. ALL LANDSCAPE PLANTINGS TO BE PROVIDED ADEQUATE LONG TERM IRRIGATION.
B. SUBDIVISION SIGN AND LANDSCAPE PLANTINGS SHALL BE LOCATED OUTSIDE OF THE TETON COUNTY SIGHT TRIANGLE.
C. WEED BARRIER (DEWITT PRO 5 OR COMPARABLE) SHALL ACCOMPANY ALL GROUNDCOVER INSTALLATION.
D. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE A LONG TERM MAINTENANCE AGREEMENT IS IN PLACE PRIOR TO THE EXPIRATION OF THE COUNTY REQUIRED "WARRANTY PERIOD".



PRELIMINARY
PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEATH
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REVIEWED BY: RYAN SINGLETON

FIRE POND

FLAG RANCH

1" = 10'
0 10 20
24"X36" SHEET SIZE

23-Oct-25

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C5.0

EROSION CONTROL NOTES

1. This Erosion Control Plan is preliminary and will need to be modified and added to by the Contractor throughout the life of the project. The Contractor shall select the proper Erosion Control Best Management Practices (BMP's) from the Idaho Department of Environmental Quality (DEQ) Catalog of Stormwater Best Managment Practices. See ISPWC sections 206, 207, 1000 and DEQ's website for Catalog and further detail.
2. The BMP Catalog provides technical guidance for construction site design and selecting storm water best management practices (BMPs) as well as information on permitting requirements for storm water discharges in Idaho. It includes BMPs to prevent discharge of pollutants from developing areas, both during the construction phase and for the life of the development. A BMP is a physical, chemical, structural, or managerial practice that prevents, reduces, or treats storm water contamination or prevents or reduces soil erosion. The goal of the BMP catalog is to provide general information on the design of a storm water management plan, selection of storm water BMPs, and technical information on the design, installation, and maintenance of BMPs. This information is primarily intended for design professionals, landowners, developers, and construction contractors.
3. **This Erosion Control Plan does not constitute a full Storm Water Pollution Prevention Plan (SWPPP).**
4. The Contractor is required to file a Notice of Intent (NOI) with the DEQ for a SWPPP Construction General Permit (CGP) under the Idaho Pollution Discharge Elimination System Program (IPDES). See DEQ's website for further details. Post the NOI near the entrance to the project and keep an up to date copy of the SWPPP on site easily accessible to the SWPPP operators, DEQ, City or County personnel, including site maps showing where each BMP is or will be installed.
5. It is the Contractors responsibility to install and maintain all Erosion Controls or Best Management Practices (BMP). A full list of BMP's with instructions and drawings can be found on the Idaho DEQ website.
6. All contractors providing services on the project which may affect the SWPPP or Erosion Control Plan will be given access to the SWPPP and appropriate training as needed. Training records to be kept onsite with the SWPPP.
7. All BMP's/Erosion Control Measures will need to be inspected and maintained by the contractor throughout the life of the project until close-out.
8. Inspections shall be performed by the contractor at a minimum bi-weekly interval and within 24 hours of a 1/2" or greater storm event. Inspections are to be documented and kept onsite with the SWPPP.
9. Sediment deposits are to be removed after each rainfall event or until they reach 1/2 the height of the barrier.
10. Contractor is responsible to adjust erosion control measures as the project progresses including grading changes.
11. Native topsoil on site is to be preserved wherever possible. Protect soil storage piles from run-on and runoff.
12. Immediately stabilize exposed portions of the site whenever construction work will stop for more than 14 days
13. Install perimeter controls on downhill lot lines or boundaries such as fiber rolls or silt fence.
14. Install and maintain a stabilized construction entrance to reduce sediment track-out. Clean up any sediment track-out by the end of the same work day.
15. Install inlet protection on existing catch basins and infiltration structures on or adjacent to the project site as well as any catch basins or infiltration structures constructed as part of the project.
16. Dust to be kept down by spraying dry areas with water or dust control polymers as needed.
17. Provide protection for construction materials that could leach pollutants during a precipitation event.
18. Clearly identify separate waste disposal areas on site for hazardous waste, construction waste and domestic waste and protect from run-on and runoff.
19. Install a leak proof concrete washout basin
20. Contractor to install and maintain energy dissipation, erosion control and soil stabilization measures for all stormwater point source discharge areas from run-on and runoff including onsite stormwater outlet structure discharges.
21. Temporary and permanent swales and detention ponds may need to be installed and utilized and necessary to reduce the velocity of runoff and enhance particle settling.
22. Landscape site as soon as possible to avoid higher stormwater sheet flow volumes and velocities and to avoid soil erosion and transfer.
23. Upon construction completion remove all sediment and debris from all permanent stormwater retention areas and structures.
24. All temporary erosion control BMP's will be removed after final stabilization is achieved or after BMP's are not longer needed.
25. Final stabilization including landscaping is required prior to terminating permit coverage.



SWPPP SIGN (BMP 91)


PORTABLE SANITATION (BMP 50)

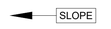
CONCRETE WASHOUT (BMP 49)


JOBSITE DUMPSTER (BMP 51)


DAM, BERM OR DIVERSION DIKE (BMP 60, 69-70)

FIBER ROLL OR SILT FENCE (BMP 64-65)

TRENCH OR SWALE (BMP 68)



EXISTING GRADE


CLEARING LIMITS (BMP 39, 43)


TRACK-OUT CONTROL (BMP 40, 75)


MATERIAL STORAGE AND STOCKPILING (BMP 41, 44, 77)


SLOPE PROTECTION (BMP 52-59)

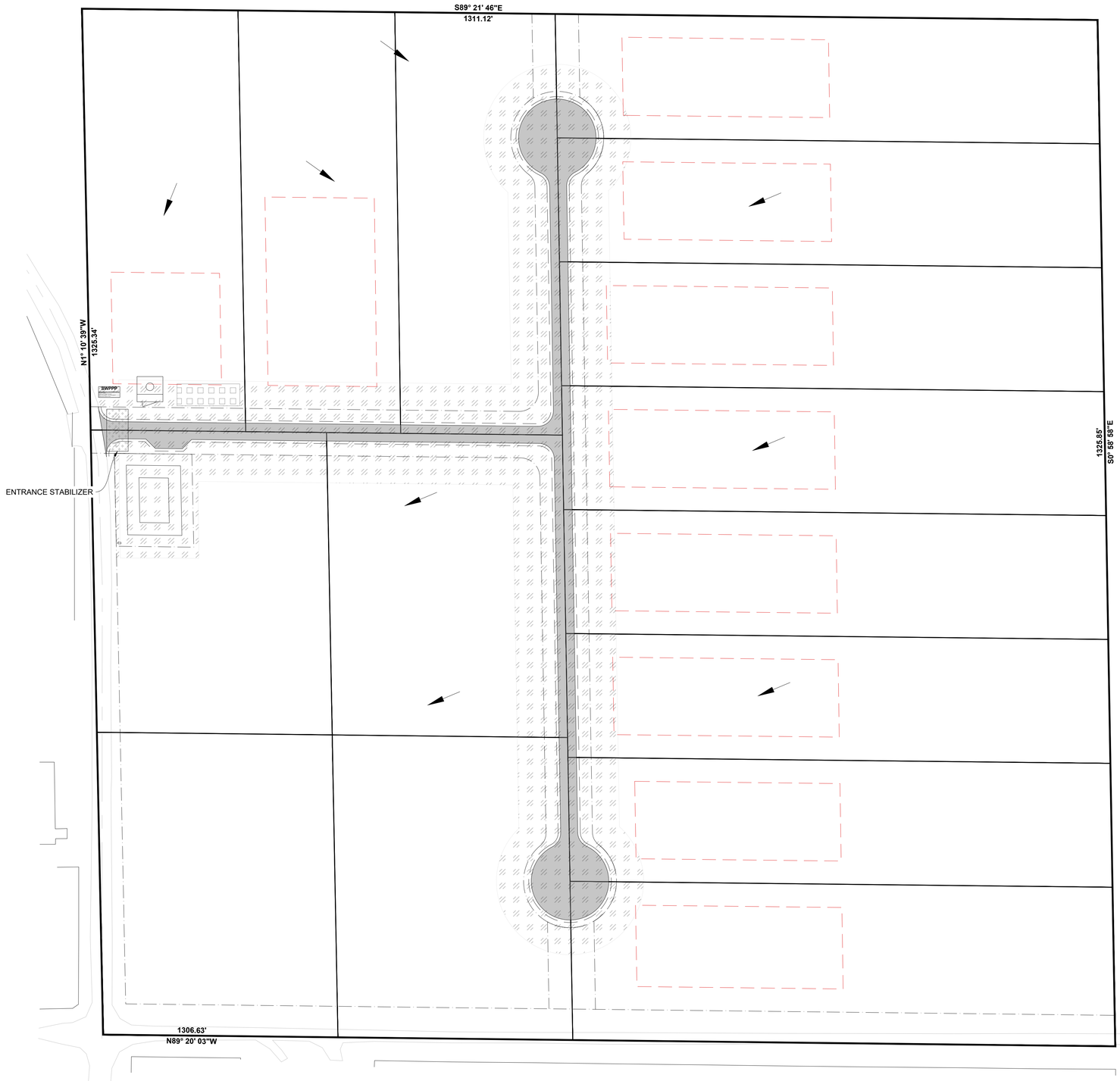

EQUIPMENT AND MATERIAL STAGING (BMP 37, 46-48, 82-84, 89)


LANDSCAPING (BMP 31, 32)


DETENTION POND OR BASIN (BMP 23, 25-26, 66)


INFILTRATION TRENCH (BMP 17)


INLET PROTECTION (BMP 23, 25-26, 66)



PRELIMINARY

PROFESSIONAL ENGINEER LICENSED 19205 6-Oct-25 STATE OF IDAHO STEVEN HEALY

NOT FOR CONSTRUCTION

MTN WEST ENGINEERING

DRAWN BY: QUEST THORNTON

REVIEWED BY: RYAN SINGLETON

EROSION CONTROL

FLAG RANCH

1" = 30' (0, 30, 60)

24"X36" SHEET SIZE

23-Oct-25

PAGE NO. 9 of 09

CD1.0

Recording Requested By and
When Recorded Return To:

Planning Administrator
Teton County Planning
Department 150 Courthouse
Drive, Ste. 107
Driggs, Idaho 83422

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

FLAG RANCH SUBDIVISION

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ____day of _____, 2022, by and between FLAG RANCH, a LLC (the "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (the "County").

WHEREAS, the Developer is the sole owner, in law or equity, of the Property; and

WHEREAS, the Development was approved under the Teton County Code effective as of the Application Date by the Teton County Board of County Commissioners on [date of final plat approval under TCC 9-3-2(D-2-g)] (the "Approval Date"); and

WHEREAS, it is the intent and purpose of the Developer to meet the conditions for recording the final plat allowing the creation of the Development, as set forth in Title 9 of the Teton County Code effective as of the Application Date; and

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement to guarantee the full and satisfactory completion of the Required Improvements on the Property described in this Agreement; and

WHEREAS, the County has the authority to enter into a Development Agreement for the construction of the Required Improvements associated with the Development under Idaho Code § 67-6511A .

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

1. Definitions

1.1. APPLICATION DATE: means [DATE], the date the subdivision/PUD application for the Development was deemed complete and officially received by the County as confirmed in

writing and dated by the Planning Administrator.

1.2. APPROVAL DATE: is defined in the recitals.

1.3. CERTIFICATE OF SUBDIVISION COMPLETION: is defined in Section 10.

1.4. CONSTRUCTION PERMIT: is defined in Section 4.

1.5. COUNTY: is defined in the preamble.

1.6. DEVELOPER: is defined in the preamble.

1.7. DEVELOPMENT: The subdivision/PUD designated and identified as [NAME OF PROJECT] located on the Property as further described in **Exhibit B**.

1.8. IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with the Development.

1.9. FINAL APPROVAL**:** means issuance of a Certificate of Subdivision Completion from the Planning and Building Department of the County completed with all required signatures. The form of Certificate of Subdivision Completion is attached hereto as **Exhibit E**.

1.10. PROPERTY: means and refers to the certain parcel(s) of Property located in Teton County, Idaho, as described in **Exhibit A**.

1.11. RECORDED IMPROVEMENT PLANS: is defined in Section 2.

1.12. REQUIRED IMPROVEMENTS: is defined in Section 2.

1.13. TETON COUNTY STANDARDS: means the development standards and improvement standards in Title 9 of the Teton County Code and any other design and engineering standards separately adopted by the County in effect as of the Application Date.

Capitalized terms not otherwise defined herein shall have the meanings given to such terms in Title 9 of the Teton County Code effective as of the Application Date.

2. Required Improvements.

The Developer shall, at its sole cost and expense, complete the road construction, install entrance and street signs, install telephone and electrical service, install fire protection, install approved landscaping, stabilize and re-seed areas of the Property disturbed by installation of Improvements, and complete all other required infrastructure as detailed in the [NAME OF DEVELOPMENT] Improvement Plans dated [DATE] recorded in the Teton County Clerk and Recorders office on _____, 2022 as Teton County Instrument No. _____ (the "Recorded Improvement Plans" and the Improvements described therein the "Required Improvements"). Developer agrees that the Required Improvements shall be installed in compliance with Teton County Standards and any other design or engineering standards of other agencies responsible for providing services to the Development.

3. Maintenance of Required Improvements.

The Developer shall maintain all Required Improvements and open space for the Development according to Teton County Standards and any standards adopted by the agencies responsible for providing services to the Development, unless or until such time as the responsibility for maintenance of the Required Improvements and open space is turned over to a homeowner's association for the Development which, in Teton County's sole but reasonable discretion is sufficiently funded to perform such maintenance. This transfer of maintenance responsibility shall not occur until at least 50% of the lots or units have been sold. The Developer shall include in the recorded CC&Rs for the Development that the homeowner's association shall collect dues, a portion of which will be used for maintenance of the Required Improvements and open space. The Developer shall notify the Planning Department in writing when the homeowners association is established and when the transfer of maintenance responsibility has occurred. A mailing address for future notifications shall also be provided.

4. Schedule for Commencement and Completion of the Improvements.

The Developer shall commence construction of the Improvements within [one (1) year] after the Approval Date. Following the recordation of this Development Agreement and provision of the financial security in Section 13 by the Developer, the County shall issue a "Construction Permit" permitting commencement of construction of the Required Improvements. The Developer shall complete construction of the Required Improvements within 18 months after commencement of construction of such Improvements. The Developer may apply for extensions of time for commencement or completion of construction pursuant to Section 5 of this Agreement. However, except for extensions of time approved by the County under Section 5, if Developer does not commence or complete construction of the Required Improvements within the aforementioned time periods, the Developer will lose its approvals and entitlements for the Development and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. If the Developer does not complete construction and receive a Certificate of Subdivision Completion by [DROP DEAD DAT, the Developer will lose its approvals and entitlements and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. The County may choose to use the financial security in Section 13 to complete the Required Improvements if the Developer has not done so and the Board of County Commissioners determines there is a public benefit to having the Improvements completed.

5. Extensions of Time.

Applications for extensions of time shall be made on the Teton County "Development Agreement Extension Application" attached hereto as Exhibit D and shall address the criteria presented on that form. The Developer shall pay the fee associated with the request. Developer acknowledges and agrees the Board of County Commissioners has the sole discretion to grant or deny a request for extension. Any application for an extension of time must be submitted to the Planning Department before the expiration of the original deadline.

6. Control of Trash, Weeds, Dust, Erosion, and Sedimentation.

The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during construction. The financial guarantee in Section 13 will not be released until all onsite trash is removed, construction rubble is leveled, lost soils are replaced, and disturbed areas are reseeded with native vegetation or planned landscaping. The responsibilities in this Section shall run with the land and they

shall therefore apply before, during, and until completion of the Required Improvements. This means that trash, weeds, dust, erosion, and sedimentation control on the Property will be fully the responsibility of the current owner of the Property.

7. Permits.
The Developer is responsible for obtaining all right-of-way, access, excavation, grading and erosion control, floodplain development, and other permits and approvals required by local, State, and Federal regulations.

8. Inspection.
Prior to commencing construction of the Required Improvements, Developer shall have a pre-construction meeting with Teton County Planning and Engineering representatives, the Fire Marshal for the Teton County Fire Protection District, and the Developer's engineer and contractor. The Developer's engineer shall make regular inspections and maintain control of the Development while it is under construction. Representatives of the County shall have the right to enter upon the Property at any reasonable time to inspect and to determine whether the Developer is in compliance with this Agreement. The Developer shall permit the County and its representatives to enter upon and inspect the Property at reasonable times. The Developer may not deviate from the Recorded Improvement Plans without the prior written approval of the County Engineer.

9. Inspection Fees.
The Developer agrees to pay the inspection fees as required by fee schedule established by Teton County for its Planning and Building Department.

10. Final Inspection and Approval of Improvements.
When the Developer believes the Required Improvements have been fully and properly completed, it shall procure and file a signed and sealed engineer's certificate and "As-Constructed" Improvement Plans (further described in Section 11 below) with the County Engineer and shall request final inspection of the Required Improvements by the County. The County shall provide prompt final inspection of the Required Improvements when notified by the Developer of completion. Following the inspection, the County shall give timely written acceptance of the Required Improvements or a written checklist of material deficiencies, such noted deficiencies shall be specific as to location and shall specify, in detail, the necessary corrective action to be taken by the Developer. Upon satisfaction that the Required Improvement have passed the final inspection, the County shall issue a "Certificate of Subdivision Completion" substantially in the form attached as Exhibit E. Issuance of the Certificate of Subdivision Completion with all required signatures shall be deemed final approval and acceptance of the Required Improvements by the County. After the Certificate of Subdivision Completion is received, the Developer shall record the final plat and will be permitted to sell lots in the Development.

11. Engineer's Certificate and As-Constructed Plans.
Prior to requesting County inspection and approval of the Required Improvements in the Development, the Developer shall file to the County Engineer signed and sealed "As Constructed" Improvement Plans along with a letter of certification from an engineer licensed in the State of Idaho certifying the following:

- **a)** The "As Constructed" Improvement Plans show the actual constructed location of all Required Improvements.
- **b)** Road has been built in accordance with the Recorded Improvement Plans and meet or exceed

Teton County Standards.

c) The Required Improvements are 100% completed in accordance with the Recorded Improvement Plans to Teton County Standards and any other applicable design or engineering standards of other agencies responsible for providing services to the Development.

12. Warranty of the Improvements.
The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Required Improvements that occur or become evident within two (2) years for all landscaping Improvements and one (1) year for all other Improvements after acceptance of the Required Improvements by the County. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days after written demand by the County to do so, correct it or cause it to be corrected. If the defect or deficiency cannot be reasonably corrected within thirty (30) days after written demand from the County, the Developer shall commence the correction of the deficiency within the thirty (30) day period and proceed with reasonable diligence to correct the same or cause it to be corrected. If the Developer fails to commence the correction of the deficiency within thirty (30) days after written demand from the County, the County may cause the deficiency to be corrected at Developer's cost and may draw on the financial security provided in Section 13 of this Agreement to cover such cost. The warranty provided by this Section shall be extended for a full year from the date of repair or replacement of any Improvements repaired or replaced pursuant to such demand.

13. Financial Security Guarantee.
As security to the County for the performance by the Developer of its obligations to complete the Required Improvements in accordance with this Agreement, the Developer shall, prior to the commencement of construction of the Required Improvements, obtain financial security in favor of the County meeting the requirements of Teton County Code §9-4-2(C-2), in the sum of one hundred and twenty-five (125%) of the engineer's cost estimate for the Required Improvements approved by the Teton County Board of County Commissioners and attached hereto as Exhibit C, which engineer's cost estimate shall be revised and updated within ninety (90) days of securing the financial guarantee, by one of the following three methods:

a) Obtain from a County-approved financial institution authorized to do business in the State of Idaho an irrevocable 12-month letter of credit with guaranteed extensions as needed until the Required Improvements are completed and accepted by the County;

b) Make a cash deposit into a Teton County escrow account funds in the form of a certified check or cash. The County shall maintain any interest accrued; or

c) Obtain a negotiable construction or development bond from a County-approved bonding company for a term of not less than 12 months with guaranteed extensions as needed until the Required Improvements are completed and accepted by the County.

The County will not issue the Construction Permit permitting commencement of construction of the Required Improvements until it has received a satisfactory financial guarantee. Following issuance of the Certificate of Subdivision Completion, the County shall release the Developer's financial guarantee; provided, however, ten percent (10%) of the original approved engineer's cost estimate for the Required

Improvements shall be provided in one of the three methods presented above in this Section for the entire warranty period described in Section 12 to guarantee the correction of any defects or deficiencies in the Required Improvements.

14. Remedies.
In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the County, at its option, may exercise any rights and remedies it may have under law. Furthermore, the County reserves the right, in its absolute discretion, to revoke the Developer's approvals for the Development and after such revocation, Developer will have to reapply for approval for any planned unit development or subdivision under the then current County ordinances. Teton County may impose penalties on the Developer in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the required completion date set forth in Section 4 or the cost to correct the defect or deficiency. The County may withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development, refuse to accept ownership and maintenance of any Improvements and record a notice of such action in the Teton County Clerk and Recorder's Office, or issue a "stop work" or "cease and desist" order for any building or Improvement under construction in the Development. All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the County.

15. Voided Agreement.
The County, at its option, may void this Agreement and any vested rights should the Developer's failure to perform in compliance with this Agreement result in the County drawing upon the financial guarantee provided under Section 13 to complete the infrastructure or correct the defect or deficiency.

16. Default.
If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Required Improvements, Teton County shall inform the Developer in writing of the specific default or failing. If the default or failing continues for thirty (30) days after such written notice and the Developer makes no attempt to remedy the default, Teton County shall have, in addition to all of its other rights under the law, the right to complete the construction of the Required Improvement(s) or to correct any defect or deficiency in the Required Improvement, using either its own personnel or contractors hired for that purpose. The County shall have the right to draw from the financial security guarantee provided under Section 13 to cover the costs of completing or correcting the Required Improvements. In addition to the costs of the work, the County is entitled to recover reasonable legal fees and reasonable administrative expenses from the Developer.

17. Transfer of Lots or Units.
No lots or units may be offered for sale or sold (warranty deeds transferred) and no building permits for individual lots will be issued prior to a Certificate of Subdivision Completion being issued by the County. Developer hereby agrees to maintain all unsold lots in the Development in safe, sanitary, and orderly condition that does not constitute a public nuisance or adversely affect adjoining properties at the Developer's sole expense, and this responsibility shall run to Developer's successors and assigns.

18. Time of the Essence.
Time is of the essence in the performance of all terms and provisions of this Agreement.

19. Binding Upon Successors and Assigns.
This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. Developer shall promptly notify the County of any sale of the Property and update the Developer's notice address in accordance with Section 20. Notwithstanding any sale of the Property or change of control of the Developer, the County will retain the financial guarantee provided under Section 13 unless acceptable substitute guarantee is provided by the Property or Developer's new owners. No assignment or succession of this Agreement shall be deemed valid or permitted, nor shall construction continue under a successor or assignee to this agreement until such time as (1) the successor or assignee provides sufficient security under the terms set forth in Section 13 above and (2) such succession or assignment is approved in writing by Teton County, the approval of which shall not be unreasonably withheld.

20. Notices.
All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:

Teton County Board of County Commissioners
ATTN: Planning Administrator
150 Courthouse Drive, Rm. 107
Driggs, Idaho 83422

Notices to the Developer shall be addressed to, or delivered at, the following address:

[ADDRESS]

By notice complying with the requirements of this Section, each party shall have the right to change their address for all future notices, but no notice of a change of address shall be effective until received as provided above.

21. Enforcement.
The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

22. Indemnification.

22.1. No Liability for County Approval. The Developer acknowledges and agrees (1) the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the Improvements or use

of any portion of the Improvements, and (2) the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

22.2. Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the County's review and approval of any plans for the Required Improvements, (2) the issuance of any approval or acceptance of Required Improvements, (3) the development, construction, maintenance or use of any portion of the Required Improvements and (4) the performance by the Developer of its obligations under this Agreement and all related agreements. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the Required Improvements provided by this Agreement to the extent the Required Improvements are not in conformance with the Recorded Improvement Plans, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

23. Severability.
The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. Recording.
The Developer shall have this Agreement recorded in the office of the Teton County Clerk and Recorder within four (4) months of the Approval Date. The Developer shall be responsible for all recording fees associated with the Development.

25. No Conflicts.
The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is in compliance with and required by Title 9 of the Teton County Code. The County and the Developer agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

26. Authority to Execute.
The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of County Commissioners. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the Property, (2) that the persons executing this Agreement on its behalf have the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Developer as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property

is bound or (ii) violate any statute, law restriction, court order, or agreement to which the Developer or the subdivision is subject.

27. Codes.
The Developer agrees to abide by all ordinances, regulations, and codes of Teton County and those of the special purpose districts providing services to the Development.

28. Governing Law.
This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

29. Attorney's Fees.
Should any litigation be commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction.

30. Final Agreement.
This Agreement sets forth all promises, inducements, agreements, condition and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between the Developer and the County, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits.

31. Amendment.
No alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of County.

32. No Waiver of County Rights.
No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuing waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for the Development if Developer fails to comply with any of the conditions of approval of the final plat of the Development, violates or fails to comply with any provision of Title 9 of the Teton County Code effective as of the Application Date, or makes, or is found to have made any misrepresentations or material omissions to the Teton County Planning Commission or Board of County Commissioners.

33. Mitigation Measures / Special Conditions of Approval. [Reserved]

34. Sharing Development Costs.
Teton County Code, Title 9 § 9-4-2(G) provides the Developer a mechanism to recoup a portion of costs

associated with Improvements benefitting adjacent landowners in certain circumstances. This Agreement shall not be deemed to waive any shared development rights afforded the Developer under Teton County Code Title 9.

35. Effective Date.
This Agreement shall become valid and binding only upon its approval by the Teton County Board of County Commissioners and its recording in the Teton County Clerk and Recorder's Office and it shall be effective on the date first written above.

****The rest of this page is intentionally left blank****

IN WITNESS WHEREOF, the parties have cause this agreement to be executed on the date first written above.

COUNTY:
TETON COUNTY, IDAHO

_____

By: _____
Chairman, Teton County Board of County Commissioners

STATE OF IDAHO)
)ss:
COUNTY OF TETON)

On this ____ day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared _____, known to me to be the person whose name is executed above, and acknowledged that he executed the same.

_____

(SEAL) Notary Public
Residing_____
Commission expires_____

DEVELOPER:
[DEVELOPER NAME]

_____

By: [Name], [Title]

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of_____, 20__, before me, a Notary Public for the State of _____, personally appeared _____ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

_____

(SEAL) Notary Public
Residing_____
Commission expires_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
SUBDIVISION PLAT

EXHIBIT C
ENGINEER'S COST ESTIMATE

EXHIBIT D

DEVELOPMENT AGREEMENT
EXTENSION APPLICATION

EXHIBIT E

FORM OF CERTIFICATE OF SUBDIVISION COMPLETION

NATURAL RESOURCES/WILDLIFE HABITAT ANALYSIS

PROPOSED FLAG RANCH SUBDIVISION

(PARCEL RP06N45E216150), 43.8266903 N -111.15781371 W

TETON COUNTY, IDAHO



Prepared For

FLAG RANCH LLC

1795 West Broadway PMB 29
Idaho Falls, ID 83402

Prepared By

PO Box 8578, 140 E. Broadway, Suite 23, Jackson, Wyoming 83002

June 6, 2025

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NATURAL RESOURCES/WILDLIFE HABITAT ANALYSIS

PROPOSED FLAG RANCH SUBDIVISION

FLAG RANCH LLC PROPERTY

TETON COUNTY, IDAHO

INTRODUCTION AND BACKGROUND

Biota Research and Consulting, Inc. prepared this Natural Resources/Wildlife Habitat Analysis (NRA/WHA) for the proposed Flag Ranch Subdivision in Teton County, Idaho. Information provided in this report is necessary to assess the possible adverse effects of proposed development on natural resources and to ensure compliance with Natural Resources Analysis requirements as outlined Title 9 of the old Teton County Code and Wildlife Habitat Analysis requirements associated with the 2022 Teton County Land Development Code. This analysis was required by Teton County and the City of Tetonia because the property is located within the Wildlife Habitat (WH) Overlay for big game seasonal range and migration corridors and sharp-tailed grouse breeding habitat. Because the project area lies within the City of Tetonia Area of Impact it is subject to the Title 9 NRA requirements. Per discussions with the Teton County Planning Department, the report has been tailored to also meet the 2022 WHA requirements. The project area is comprised of a 39.7-acre parcel (RP06N45E216150) owned by Flag Ranch LLC. Existing development within the project area is limited to a grain storage structure and property boundary fencing. Fieldwork associated with the NRA/WHA was conducted in March 2025, with efforts focused on determining habitat types, identifying indicator habitat, and investigating wildlife use patterns.

PROJECT SUMMARY

Conceptual site plans (provided by Elevated Land Surveying) include subdividing the parcel into 15 lots ranging from approximately 2.5 to 3.3 acres. Although no building envelopes have been established to date, all currently proposed development will be entirely located in the fallow agricultural meadow/disturbed grassland portion of the project area.

LOCATION AND PHYSIOGRAPHY

The proposed subdivision is located north of Tetonia, adjacent to Highway 33 at 43.8266903 N, 111.15781371 W in Teton County, Idaho (T6N, R45E, Section 21; Appendix 1-Exhibit 1). The local topography is comprised of undulating farmland and rolling hills (Appendix 1-Exhibits 2 and 3). No waterbodies or watercourses occur within the project area. The property has a long history of being actively farmed. Existing development on the property is limited to portions of county roads W 7000 N and N 3000 W, a silo, and fencing. The majority of the Flag Ranch LLC property is actively farmed (see Appendix 2-Photos 1 and 3-5). The remainder of the property (around the perimeter) is largely dominated by sagebrush steppe habitat (Appendix 1-Exhibit 5). Elevations within the project area range from about 6,045 to 6,134 feet, and the drainage pattern is primarily northeast to southwest.

EXISTING CONDITIONS INVENTORY

Per Title 9 of the Teton County Code, the NRA shall include a description of existing conditions on the application parcel. Photographic documentation of existing conditions as of March 2025 is presented in Appendix 2.

WATERCOURSES, FLOODPLAINS, WETLANDS, AND RIPARIAN AREAS

No watercourse, floodplains or wetlands are present within the project area.

GEOLOGIC OR SEISMIC HAZARDS

Seismic maps produced by the Idaho Geological Survey in 2011 depict National Earthquake Hazards Reduction Program (NEHRP) seismic classes for Teton County. According to this mapping, the project area is classified as Class 1 and 2 (Appendix 1-Exhibit 6). This classification suggests that the project area consists of very dense soil and soft rock and is located in an area of relatively high shear-wave velocity, which would likely result in lower shaking intensity during a seismic event, and low liquefaction susceptibility, indicating it is a fairly low risk area.

WILDFIRE DANGER

The Title 9 Code refers to the "latest adopted plan of the Teton County Fire Protection District" for a determination of whether there are areas in the project area that are in designated "high" or "extreme" wildfire danger. The county-wide scale of the fire behavior maps included in the most recent (2016) Wildfire Protection Plan (CWPP) makes it difficult to discern individual parcels, so it is difficult to determine if the project area is in a designated "high" or "low" wildfire danger zone. Given that the project area is dominated by agricultural meadow and low shrub habitat, it likely has a moderate ability to carry fire The adjacent areas to the east are in a high to extremely high wildfire danger zone due to the presence of shrubland and/or forestland. No CWPP GIS data for the county are available, nor is a higher resolution zoomed-in view of the project area in relation to the CWPP mapping.

In addition to the CWPP information, Wildland Urban Interface (WUI) mapping was acquired from the Teton County GIS Department. The WUI is generally defined as those areas where homes are built near or among lands prone to wildland fire. The project area does not fall within a mapped WUI zone as currently mapped by the Caribou-Targhee National Forest.

VEGETATION

The majority (83.8%) of the project area is comprised of intensive agricultural meadow that is actively farmed [Appendix 1-Exhibit 5, Table 1]. Approximately 12% of the property is comprised of sagebrush steppe, about 1% is comprised of passive agricultural meadow; and 0.7% is comprised of previously disturbed ground (i.e., county roads, and grain storage facility). The agricultural meadow-intensive covertype was primarily comprised of bare ground at the time of the spring 2025 site investigation (see photos in Appendix 2).

Table 1. Habitat types and vegetation associations in the Flag Ranch Project Area, Teton County, Idaho.

Habitat Type	Association	Acres	Sq Ft	Percentage	Indicator Habitat
Agricultural Meadow/Disturbed - Intensive	NA	33.3	1,450,152	83.8%	No
Sagebrush Steppe	Mountain sagebrush/rubber rabbitbrush-smooth brome/slender wheatgrass	4.8	210,358	12.1%	Yes
Agricultural Meadow - Passive	Smooth brome	0.9	40,437	2.3%	No
Disturbed	NA	0.7	30,091	1.7%	No
	Totals	**39.7**	**1,731,038**	**100%**	

The plant associations referenced in this report have been adapted from *A Field Manual for Classified Vegetation in the Upper Snake River Valley* (Merigliano 2009) and are described below.

Agricultural Meadow/Disturbed – Intensive

The agricultural meadow/disturbed-intensive habitat type in the project area is actively farmed and was barren ground during the Spring 2025 site visit. This habitat type provides open space for wildlife movement as well as seasonal foraging opportunities for big game but provides very little cover for wildlife, especially before planting and after harvest.

Sagebrush Steppe

The sagebrush steppe habitat type within the project area is represented by dominant vegetation including mountain sagebrush/rubber rabbitbrush - smooth brome/slender wheatgrass (*Artemisia tridentata/Ericameria nauseosa - Bromus inermis/Elymus trachycaulus)* association. In addition to smooth brome and slender wheatgrass, a diversity of forbs and bunchgrasses (e.g. Idaho fescue (*Festuca idahoensis*), sulfur buckwheat (*Eriogonum umbellatum*), Kentucky bluegrass (*Poa pratensis*), and arrowleaf balsamroot (*Balsamorhiza sagittata*), etc..) occur in the herbaceous stratum. This association primarily occurs along the eastern property boundary and in the northwest and southwest property corners. This native habitat type shows evidence of past disturbances (clearing and burning) but is generally in good ecological condition. Sagebrush steppe provides habitat for a number of the Teton County indicator species, including mule deer, elk, moose, and sharp-tailed grouse.

Agricultural Meadow – Passive

The passive agricultural meadow is represented by a smooth brome association that is dominated by pasture grass such as smooth brome and occurs adjacent to intensively farmed agricultural meadow habitat. It appears that this habitat was historically farmed/disturbed but has been fallow for several years. This habitat provides moderate quality wildlife habitat. The value of this habitat type lies primarily in the open space it provides for wildlife movement and seasonal foraging opportunities for big game, but provides very little cover for wildlife.

Disturbed

The disturbed area is associated with gravel roads (N 3000 W and W 7000 N). N 3000 W runs along the western project area boundary, and W 7000 N runs along the southern boundary of the project area. Both roads provide access the project area.

RIDGES AND ROCK OUTCROPPINGS

No ridges or rock outcroppings occur in the project area.

PROXIMITY TO STATE HIGHWAYS OR SKI HILL ROAD

The project area is approximately 0.01 miles northeast of Highway 33, and a small portion of the southwest corner of the project area lies within the Scenic Corridor Overlay due to its proximity to Highway 33. Per Title 8 regulations, the purpose of this overlay area is to provide a design review procedure to ensure that key roads in Teton County (including Highway 33) are sufficiently protected from unsightly and incompatible land uses. No buildings are currently proposed in the subdivision. Per Title 8 regulations, any future structures proposed in the Scenic Corridor Overlay may be subject to design review prior to the release of building permits to ensure they are designed to minimize impacts to the scenic corridor.

WILDLIFE HABITAT ASSESSMENT

The entire project area lies within the Teton County Wildlife Habitat Overlay for big game migration corridors and seasonal range and sharp-tailed grouse breeding habitat (Appendix 1-Exhibit 4) and,

therefore, the proposed subdivision is subject to the Title 9 Wildlife Overlay regulations. Additional details have been added to this report to address the 2022 Wildlife Habitat Analysis regulations. The WH Overlay regulations require that the following documentation is included:

- Wildlife Habitat Assessment;
- Impact Analysis;
- Mitigation Plan;
- Land Management Plan.

In addition, the following maps are also required:

- Big game winter range on or within 1 mile of the proposed subdivision;
- Information pertinent to the Wildlife Habitat Assessment;

This wildlife habitat assessment is focused on the indicator habitats that occur in the project area and any indicator species that may utilize the project area. Section 5-4-1-C of the current Teton County Land Development Code lists wildlife species that are considered indicator species and refers to them as "*species whose presence, absence, or relative well-being is a sign of the overall health of its ecosystem*." Indicator species that are likely to utilize habitat in the project area (i.e., elk, deer, moose, sandhill crane, and sharp-tailed grouse) are discussed in detail below.

KEY HABITAT TYPES

The majority of the project area is comprised of agricultural meadow (intensive and passive) and disturbed areas that are not indicator habitat for wildlife indicator species. Sagebrush steppe comprises about 4.8 acres of the project area and represents indicator habitat for Columbian sharp-tailed grouse.

Sagebrush Steppe

The sagebrush steppe in the project area is dominated by mountain big sagebrush (*Artemisia tridentata v. vaseyana*), 3-tip sagebrush (*Artemisia tripartita)* and rubber rabbitbrush (*Ericameria nauseosa*) in the shrub stratum, with a diversity of forbs (e.g., *Eriogonum umbellatum*) and grasses (e.g., *Bromus inermis, Koeleria macrantha, Festuca idahoensis).* Approximately 12% of the project area is comprised of sagebrush steppe, and this habitat is primarily located in the eastern and northwestern portions of the project area. This native habitat type shows evidence of past disturbance (burned) but appears to have recovered and is generally in good ecological condition. Sagebrush steppe provides habitat for a number of the Teton County indicator species, including mule deer, elk, moose, and sharp-tailed grouse. The sagebrush steppe represents the highest value habitat for wildlife in general, and ungulates and sharp-tailed grouse in particular, within the project area.

WILDLIFE INVENTORY

Big Game

Elk, mule deer, and moose, are considered by IDFG as the primary big game species in Teton County. IDFG has focused considerable effort on understanding the population dynamics and habitat relationships of deer and elk across Idaho, including Teton County (IDFG 2022). For decades IDFG has collected data via aerial surveys, radio or GPS collared animals, and staff observations. IDFG has flown winter surveys for deer and elk in Teton Valley for many years, and IDFG staff have stated that winter flight data and observational evidence indicate that 1) all of the riparian corridors are vitally important in providing habitat and maintaining connections between habitat patches (facilitate movement and provide habitat) and 2) the ecotone areas within the valley where the habitat transitions from a) forested to mountain shrub and b) mountain shrub to sagebrush steppe/meadow are heavily utilized by deer and elk during fall, winter and spring as transitional habitat and winter range. A map depicting the project area and IDFG's

understanding of general movement patterns and seasonal habitat for mule deer and elk in Teton County is presented in Figure 1.

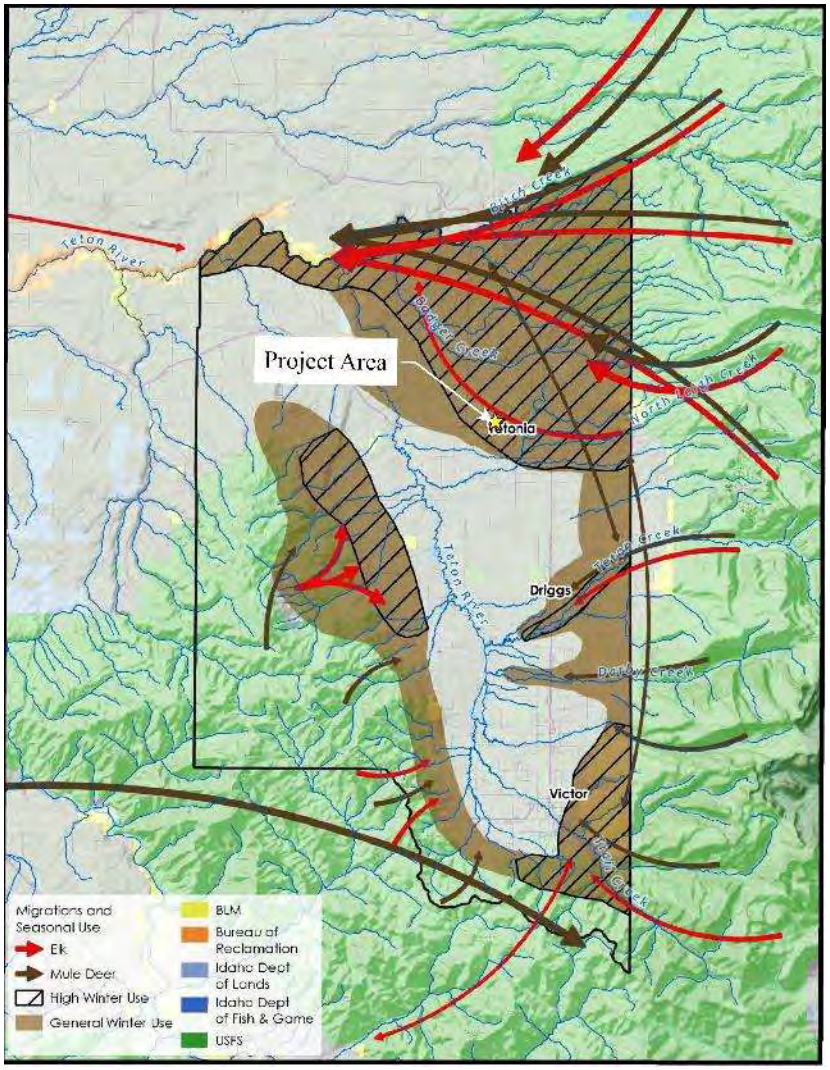


Figure 1. Map depicting the project area location and general mule deer and elk movement patterns and seasonal habitat in Teton County as mapped by Idaho Department of Fish and Game (IDFG 2022)

The property lies within mapped general and high winter use areas and is proximate to an elk movement corridor. Transitional areas from mountain shrub to sagebrush steppe/meadow are heavily utilized by deer and elk during fall, winter and spring as transitional habitat and winter range and serve as important movement corridors for a diversity of wildlife including big game. The project area is situated within the transitional (sagebrush steppe/meadow) portion of this corridor. The eastern and northwestern portions of the project area contain the majority of the sagebrush steppe vegetation in the project area. The limited area of sagebrush steppe habitat in the project area, proximity to highway 33 and proximity to actively farmed fields diminishes the value of this habitat to big game, but the project area serves as transient and stop over habitat for deer and elk due to its location and current undeveloped status.

To investigate site-specific elk and mule deer use of habitat in the project area, Biota performed a field investigation in March 2025 and reviewed aerial imagery, IDFG spatial data, and *A Summary of Fish and Wildlife Resources in Teton County, Idaho* (IDFG 2022). Evidence of elk and deer (likely mule deer) use (i.e., pellet groups, tracks, trails) were observed in the sagebrush steppe habitat and in a corridor oriented

in a northwest to southeast pattern across the property (see Appendix 2 – Photo 5), confirming that the project area provides habitat for deer and elk. Because deer and elk are primarily crepuscular species and there is a relative lack of hiding/escape cover in the area, use of habitat in the project area by these species is expected to be concentrated in the dusk-to-dawn hours.

Deer

Mule deer are known to heavily utilize sagebrush steppe as movement corridors, and mule deer likely utilize the small areas of habitat in the project area on a regular basis as they move between areas of higher quality habitat and/or during seasonal migrations. In addition to mule deer, white-tailed deer likely also utilize habitat in and around the project area. White-tailed deer are generally concentrated in riparian, agricultural, and residential areas and they are very adaptable to human activities. As such, white-tailed deer have replaced mule deer in some portions of Teton Valley, especially in agricultural fields and along riparian corridors.

Elk

The elk that use habitat in the vicinity of the project area are part of the Targhee Elk Herd. Elk are considered "habitat generalists" because they live in vegetation communities ranging from mixed-conifer forests to quaking aspen forests to grasslands to alpine meadows to stream valley shrublands and riparian hardwood forests. The Targhee Elk Herd occupies many of these habitat types in Teton Valley and the surrounding mountains. Elk typically utilize high elevation habitat in the summer months and migrate down to lower elevation southern aspects with less snow cover during the winter. Elk diets vary seasonally depending on availability of forage. Deciduous shrubs are utilized on a year-round basis. During the spring, elk focus primarily on grasses and then include forbs as they become available in the summer. Elk have extensive summer ranges, but late-fall through early-spring elk habitat is drastically reduced in areas with significant snowfall. Winter habitat in Teton Valley and the surrounding area is typically comprised of low-elevation south and east facing slopes. In 2020, IDFG completed a migration analysis of wintering elk in and around the Teton River Canyon, located northwest of the project area. Seasonal migration data was collected from 75 GPS-collared elk between spring of 2018 through the winter of 2020. Data from this analysis showed medium elk use of the project area and surrounding area (see Appendix 1-Sheet 9).

Abundant elk sign (including fresh pellet groups and tracks) was observed throughout the sagebrush steppe portions of the project area, and tracks/trails were observed between patches of sagebrush steppe habitat during field investigations confirming that the project area provides important habitat for elk (Appendix 1-Sheet 7). Based on the site investigation and IDFG data, it appears that the project area sees moderate seasonal elk use. Elk use of habitat in the project area is likely concentrated during the spring and fall when elk are moving between seasonal habitats. Elk also likely utilize the project area during the winter in low-snow years.

Moose

Although the Shiras moose is the smallest of the four subspecies of Moose found in North America, it is the largest wild ungulate in Idaho. Moose typically occupy lacustrine and palustrine habitats associated with cottonwood- and willow-dominated riparian communities as well as spruce, fir, lodgepole pine, aspen forests and tall shrub communities. Although moose crucial winter range has not been specifically mapped by IDFG, general winter range for moose is found in willow-dominated riparian zones along low gradient drainages and tall shrub and aspen communities on foothill slopes. Moose are adapted for movement in deep snow conditions and are not typically restricted to small areas during winter. No moose sign was observed during field investigation for this report. Moose use of habitat in the project area likely occurs as they move between areas of higher quality habitat.

Columbian Sharp-Tailed Grouse

Columbian sharp-tailed grouse are listed as a *Species of Greatest Conservation Need* in Idaho and as a Sensitive Species by the US Forest Service and the BLM (IDFG 2022). Columbian sharp-tailed grouse habitat in Teton Valley is primarily comprised of bunchgrass prairie and shrub-bunchgrass rangeland. These plant communities provide nesting and brood-rearing habitat, whereas forested and tall shrub-dominated riparian zones and mountain shrublands are essential for feeding, roosting, and escape cover during winter months. Habitat loss, degradation, and fragmentation due to intensive grazing, conversion of native habitat to cultivation, and residential/commercial development have been the primary contributors to population declines (NatureServe 2024, IDFG 2022). No grouse were observed during the field investigation for this report, but the sagebrush steppe habitat likely provides nesting and/or brood rearing habitat for Columbian sharp-tailed grouse.

Greater Sandhill Crane

Greater sandhill cranes are seasonal residents of Teton Valley and have been classified as a *Species of Greatest Conservation Need* by IDFG (IDFG 2017). The sandhill cranes that utilize habitat in Teton Valley are part of the Rocky Mountain Population of sandhill cranes. Although some cranes migrate to and nest in Teton Valley in the spring and early summer months, the greatest concentrations of sandhill cranes occurs in the fall, when a large number of cranes utilize Teton Valley as a pre-migration staging area to feed and rest prior to migrating to central New Mexico and Mexico (IDFG 2022). Teton Basin hosts the top pre-migration staging area for sandhill cranes in the Greater Yellowstone Area and one of the most important staging areas in the Greater Yellowstone Ecosystem. The most important habitats in Teton Valley for staging sandhill cranes include wetlands and nearby grain harvested grainfields on the west side of the Teton River between Hwy 31 and Packsaddle Road (IDFG 2022). The project area is proximate to Teton River floodplain wetlands and contains actively harvested grainfields. Although no evidence of cranes was observed during the field investigation, it is expected that cranes utilize the farmland (when planted with grain) and wetlands associated with Teton River and Packsaddle Creek for foraging in the fall prior to their migration south.

THREATENED AND ENDANGERED SPECIES

A report generated by the U.S. Fish and Wildlife Service's (USFWS) Information, Planning, and Conservation (IPaC) System for the property identified one species listed as threatened (grizzly bear), one proposed threatened species (monarch butterfly) and one proposed endangered species (Suckley's cuckoo bumble bee) under the ESA that may occur in the vicinity of the subject project area. Background research on the current status of these species in the region was performed, and a site investigation was conducted in March 2025 to investigate habitat potential.

Grizzly Bear

Grizzly bears currently inhabit much of the Greater Yellowstone Ecosystem (GYE), including portions of Yellowstone National Park, Grand Teton National Park, and Bridger-Teton, Shoshone, Caribou-Targhee, Gallatin, and Custer National Forests, but at a relatively low density. Grizzly bears were originally listed as threatened under the ESA in the lower 48 states in 1975. The GYE Distinct Population Segment (DPS) of grizzly bears was briefly delisted by the USFWS in 2017 and then relisted in September 2018 due to a federal court decision. The most suitable habitat for grizzly bears in the GYE occurs in areas with large tracts of undisturbed habitat and minimal human presence. The core population of grizzly bears in the region is centered in Yellowstone National Park, but they have expanded their range in recent years and are known to travel from Yellowstone and Grand Teton National Park to areas south. Preferred grizzly bear foods (e.g., wild berries, roadkill/carrion, ungulates, etc.) are present in the vicinity of the project area. However, the project area is in an area with frequent human, equipment and vehicle presence, which reduces habitat suitability for grizzly bears. Due to the extensive home ranges of GYE grizzly bears, bears

likely utilize habitat in the vicinity of the project area on an occasional basis; however, consistent use of the project area is not expected. Grizzly bear use of the project area would principally occur during dispersal or travel between areas of higher quality habitat.

Monarch Butterfly

The monarch butterfly is a candidate for listing under the ESA. The monarch butterfly requires milkweed to complete its life cycle. Monarchs lay eggs on the underside of milkweed leaves, and the resulting caterpillars subsequently eat the leaves. No milkweed was observed in the project area; however, monarchs are known to fly through the area during their annual migrations. Important nectar sources during the spring migration typically include Coreopsis spp., Viburnum spp., Phlox spp., and early blooming milkweeds. Important nectar sources during fall migration include goldenrods (*Solidago* spp.), asters (*Symphyotrichum* spp. and *Eurybia* spp.), gayfeathers (*Liatris* spp.), and coneflowers (*Echinacea* spp.). Other important nectar sources include willow (*Salix* sp.), sunflower (*Helianthus* spp.), thistle (*Cirsium* spp.) and sage (*Salvia* spp.). Several of these plant species are present in and around the project area, and monarchs may be present in the project area for brief periods during their migrations in the summer and fall, but the project area does not provide long-term habitat for Monarchs.

Suckley's Cuckoo Bumble Bee

Suckley's cuckoo bumble bee is a candidate for listing as a proposed endangered species under the ESA. Suckley's cuckoo bumble bee was historically widespread in a diversity of ecosystems throughout the northwestern United States. It occurred in prairies, grasslands, meadows, savannahs, and agricultural landscapes. It is a generalist forager and has been reported on a wide range of flowers mostly in the Asteraceae and Fabaceae families, with Aster, Chrysothamnus, Cirsium, and Solidago as examples (Center for Biological Diversity 2020). This species is threatened by habitat loss and fragmentation, habitat degradation, disease, loss of host species, climate change, and inadequacy of existing regulatory mechanisms. Several of the preferred forage plants are present in and around the project area, and it is possible that these bees may occasionally be present.

PROPOSED DEVELOPMENT

Conceptual development plans provided by Elevated Land Surveying include subdividing the project area into 15 parcels that are between 2.6 and 3.3 acres in size. Building envelopes have not been established, but all proposed development except for the fire pond will be located in the agricultural meadow/disturbed (intensive and passive) portions of the project area. In addition to 15 parcels, development plans (Appendix 1- Sheet 10) include construction of two access roads and a fire pond. The proposed fire pond will be located in sagebrush steppe habitat but will provide a water source for wildlife, including indicator species.

IMPACT ANALYSIS

A clustered subdivision approach with all development concentrated in the southern portion of the project area would be the optimal design for minimizing wildlife impacts; however, it is not possible to meet project development objectives with a clustered approach. Development of the subdivision and proposed parcels will have both direct impacts via habitat loss and indirect impacts via increased human and domestic pet presence. The extent of existing development and agricultural use surrounding the project area and associated human, equipment, and vehicle presence along with past land/vegetation modifications have diminished the habitat quality in the project area. Because of this and the fact that a concerted effort has been made to protect indicator habitat (sagebrush steppe), the proposed development is likely to have minor adverse impacts on indicator species.

Future development within the proposed parcels will result in a direct loss of moderate quality big game transitional/stopover habitat as well as indirect impacts to these species via increased human and domestic pet presence. An assessment of consequences of the proposed development on big game indicator species is provided below. The assessment uses the following impact measure, duration, and intensity definitions.

Impact Measures - Four impact measures are examined including habitat loss, mortality, habitat fragmentation, and human-caused disturbance.

- Habitat Loss - Implementation and perpetuation of all or part of the project would result in a direct loss of habitat.
- Mortality - Implementation and perpetuation of all or part of the project would result in the death(s) of individuals.
- Habitat Fragmentation - Implementation and perpetuation of all or part of the project would result in the fragmentation of habitat.
- Human-caused Disturbance - Implementation and perpetuation of all or part of the project would result in the displacement of individual animals.

Duration of Impact - A short-term impact would have a duration less than or equal to 3 years and a long-term impact would have a duration greater than 3 years following implementation.

Intensity of Impact - Impact thresholds are defined in Table 2.

Table 2. Impact threshold definitions for the development impact analysis, Flag Ranch project area, Teton County, Idaho.

Impact Threshold Definitions				
Measures	**Negligible**	**Minor**	**Moderate**	**Major**
Habitat Loss **Mortality** **Habitat Fragmentation** **Human-caused Disturbance**	A small number of individual animals and/or a small amount of their respective habitat may be adversely affected via direct or indirect impacts associated with a given alternative. Populations would not be affected, or the effects would be below a measurable level of detection. Mitigation measures are typically not warranted.	Adverse impacts to individual animals and/or their respective habitats would be more numerous and detectable. Populations would not be affected, or the effects would be below a measurable level of detection. Mitigation measures may be needed and would be successful in reducing adverse effects.	Effects to individual animals and their habitat would be readily detectable, with consequences occurring at a local population level. Mitigation measures would likely be needed to reduce adverse effects and would likely be successful.	Effects to individual animals and their habitat would be obvious and would have substantive consequences on a regional population level. Extensive mitigation measures would be needed to reduce any adverse effects and their success would not be guaranteed.

Impacts to Mule Deer

The concept site design avoids impacts to indicator habitat; however, the proposed subdivision is expected to reduce the availability of moderate quality mule deer spring-summer-fall foraging and transitional habitat (agricultural meadow-intensive/passive). Increased site development and human and domestic pet activity associated with the buildout of the parcels is also likely to alter mule deer use of the project area. Mule deer are expected to adapt to the new development and associated use patterns, and the owner has committed to prohibiting perimeter fencing around the parcels to maintain habitat connectivity. Wildlife friendly fencing will be used in areas where fencing is needed. The proposed development is expected to

have minor adverse and long-term impact on mule deer. Project impacts are not expected to have a measurable effect on the Teton Valley mule deer population.

Impacts to Elk

The proposed site design avoids impacts to indicator habitat; however, proposed development and future build-out of the subdivision is expected to reduce the availability of moderate quality elk spring-summer-fall foraging and transitional habitat (agricultural meadow-intensive/passive). Development and future buildout of the proposed subdivision along with the expected increase in human and pet activity within the project area will undoubtedly alter elk use patterns. The relatively small size of the parcels and density of proposed development may cause elk to avoid the project area entirely. Elk are likely to shift their movement and use to the open space available on the surrounding properties to avoid encounters with humans/pets. The proposed development is expected to have minor adverse, long-term impacts on elk but is not expected to have a measurable effect on the Teton Valley elk population.

Impacts to Columbian Sharp-Tailed Grouse

The proposed site design avoids impacts to indicator (sagebrush steppe) habitat, which likely provides nesting and/or brood rearing habitat for Columbian sharp-tailed grouse. The applicant has committed to prohibiting future development in the sagebrush steppe habitat, which will prevent direct loss of sharp-tailed grouse indicator habitat. Development of the project area and the associated increased human and pet activity within the project area will likely have negligible adverse, long-term indirect impacts on sharp-tailed grouse habitat near the proposed parcels. Development is not expected to have a measurable effect on the sharp-tailed grouse population or result in the death of individual birds.

MITIGATION/CONSERVATION PLAN

Per guidance provided in Title 9, avoidance and minimization of impacts to indicator species and indicator habitat is the preferred approach to mitigate adverse impacts to these species. The applicant proposes to mitigate development related wildlife impacts by avoiding impacts to indicator habitat, minimizing impacts to indicator species, and implementing a suite of additional conservation measures. Based on the current site plan, impacts to indicator habitat will be avoided. Planned neighborhood restrictions will protect indicator habitat during buildout of the subdivision by prohibiting development in the sagebrush steppe habitat. In addition, the applicant has proposed noxious weed management, a prohibition of perimeter fencing around the proposed parcels, and deeding at least 10% of the project area as open space to assist in mitigating project-related impacts to indicator species. Although the proposed parcels will be developed, the prohibition of perimeter fencing will allow for continued big game movement through the project area. Future land management activities will be carried out on an as-needed basis and will be performed in a manner that minimizes negative impacts to indicator species and habitat and avoids harm to natural resources.

SUMMARY AND CONCLUSION

The proposed Flag Ranch subdivision will result in the creation of 15 lots in the 39.7-acre project area. In addition to the 15 parcels, conceptual site plans provided by Elevated Land Surveying include construction of two access roads and the establishment of a fire pond. Other than the access roads and fire ponds, no physical development is currently proposed. This report has been prepared because the project area falls within the mapped Wildlife Habitat Overlay for big game seasonal range and migration corridors and sharp-tailed grouse breeding habitat. The report has been tailored to meet the Title 9 Natural Resources Analysis requirements and the 2023 Wildlife Habitat Analysis regulations because the project area lies within the City of Tetonia area of impact. All proposed development except for the fire pond will occur in agricultural meadow/disturbed grassland habitat, which is the least valuable habitat in the project area.

Although a clustered subdivision approach with development concentrated in the southern portion of the project area would be the optimal design for minimizing wildlife impacts, it is not possible to meet project objectives with a clustered approach. The proposed subdivision site plan has been designed to minimize direct impacts to indicator species and avoid impacts to indicator species habitat to the extent feasible, while still meeting development objectives. Development of the subdivision is expected to have negligible to minor adverse long-term impacts on indicator species (i.e., mule deer, elk, and sharp-tailed grouse). Due to the relatively small size of the parcels and density of proposed development upon buildout of the subdivision, elk are likely to shift their movement and use to the available open space on the surrounding properties to avoid encounters with humans and domestic pets.

Per guidance provided by the City of Tetonia, at least 10% of the proposed subdivision must be deeded as open space. More than 10% of the subdivision project area will be preserved as open space, including all sagebrush steppe habitat. The applicant has also proposed a suite of measures to assist in mitigating project-related impacts to indicator species and habitat such as prohibiting perimeter fencing around the subdivision and parcels, and noxious weed management throughout the project area.

In regard to the Scenic Corridor Overlay, a small portion of the southwest corner of the project area lies within the Scenic Corridor Overlay due to its proximity to Highway 33. No buildings are currently proposed in the subdivision. Any future structures proposed in the Scenic Corridor Overlay may be subject to design review prior to the release of building permits to ensure they are designed to minimize impacts to the scenic corridor.

REFERENCES

Center for Biological Diversity. 2020. *Petition to list Suckley's cuckoo bumble bee (Bombus suckleyi) under the Endangered Species Act and concurrently designate critical habitat.* 43 pp.

Idaho Department of Fish and Game. 2022. *A Summary of Fish and Wildlife Resources in Teton County, Idaho.* 55pp.

Merigliano, M. 2009. A field manual for classified vegetation in the upper Snake River Valley. An NVCS-based classification for terrestrial vascular vegetation of the upper Snake River Valley produced for the Teton Regional Land Trust. 37pp.

Teton County. 2012. Title 9 Teton County Subdivision Regulations. Revised 5/16/2013.

APPENDIX 1 – EXHIBITS

1) Location and Topography, Flag Ranch LLC Project Area, Teton County, Idaho.

2) Site Characteristics, Flag Ranch LLC Project Area, Teton County, Idaho.

3) LiDAR-Based Topographic Mapping, Flag Ranch LLC Project Area, Teton County, Idaho.

4) Natural Resource Overlay, Flag Ranch LLC Project Area, Teton County, Idaho.

5) Vegetation and Habitat Types, Flag Ranch LLC Project Area, Teton County, Idaho.

6) National Earthquake Hazards Reduction Program Seismic Hazard Classes Flag Ranch LLC Project Area, Teton County, Idaho.

7) Indicator Habitat and Species Mapping, Flag Ranch LLC Project Area, Teton County, Idaho.

8) Sharp-Tailed Grouse Breeding Habitat, Flag Ranch LLC Project Area, Teton County, Idaho.

9) IFGD Elk Migration Routes and Stopovers, Flag Ranch LLC Project Area, Teton County, Idaho.

10) Concept Site Plan (Elevated Land Surveying), Flag Ranch LLC Project Area, Teton County, Idaho.

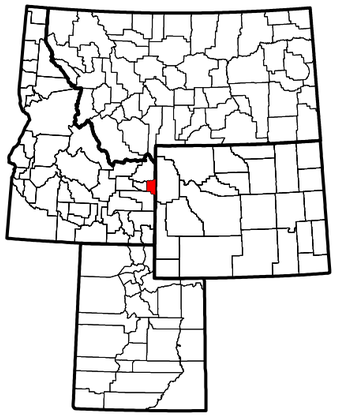
WILDLIFE HABITAT ASSESSMENT
FLAG RANCH PROJECT AREA
TETON COUNTY, IDAHO

PREPARED FOR:
FLAG RANCH LLC
1795 WEST BROADWAY PMB 29 IDAHO FALLS, ID 83402

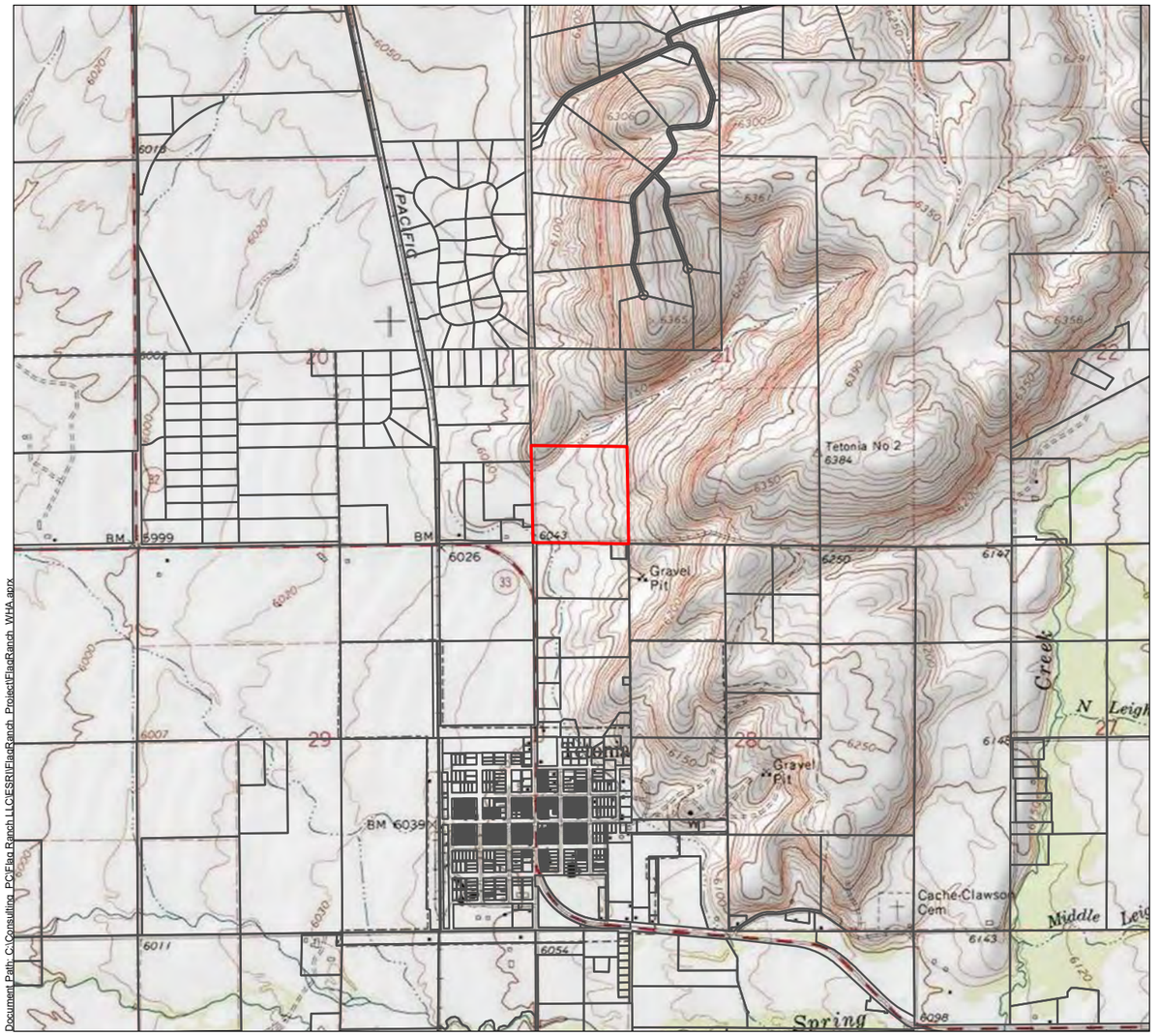
DRAWING INDEX

SHEET 1	Title Sheet
SHEET 2	Site Characteristics
SHEET 3	LiDAR-Based Topographic Mapping
SHEET 4	Natural Resource Overlay
SHEET 5	Vegetation and Habitat Types
SHEET 6	NEHRP
SHEET 7	Indicator Habitat
SHEET 8	Sharp-Tailed Grouse and Breeding Habitat
SHEET 9	IFGD Elk Migration Routes and Stopovers
SHEET 10	Proposed Site Plan

PROJECT LOCATOR MAP



TETON COUNTY, IDAHO



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research & consulting inc.
Biota
PO Box 8578. 140 E. Broadway, Suite 23 Jackson, WY 83002

TITLE SHEET

FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

REV.	DATE	BY	DESC.
A	03-26-2025	CK	WHA

UNITS: US FOOT

BASEMAP SOURCE: ESRI TOPO MAPS

SHEET 1



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SITE CHARACTERISTICS

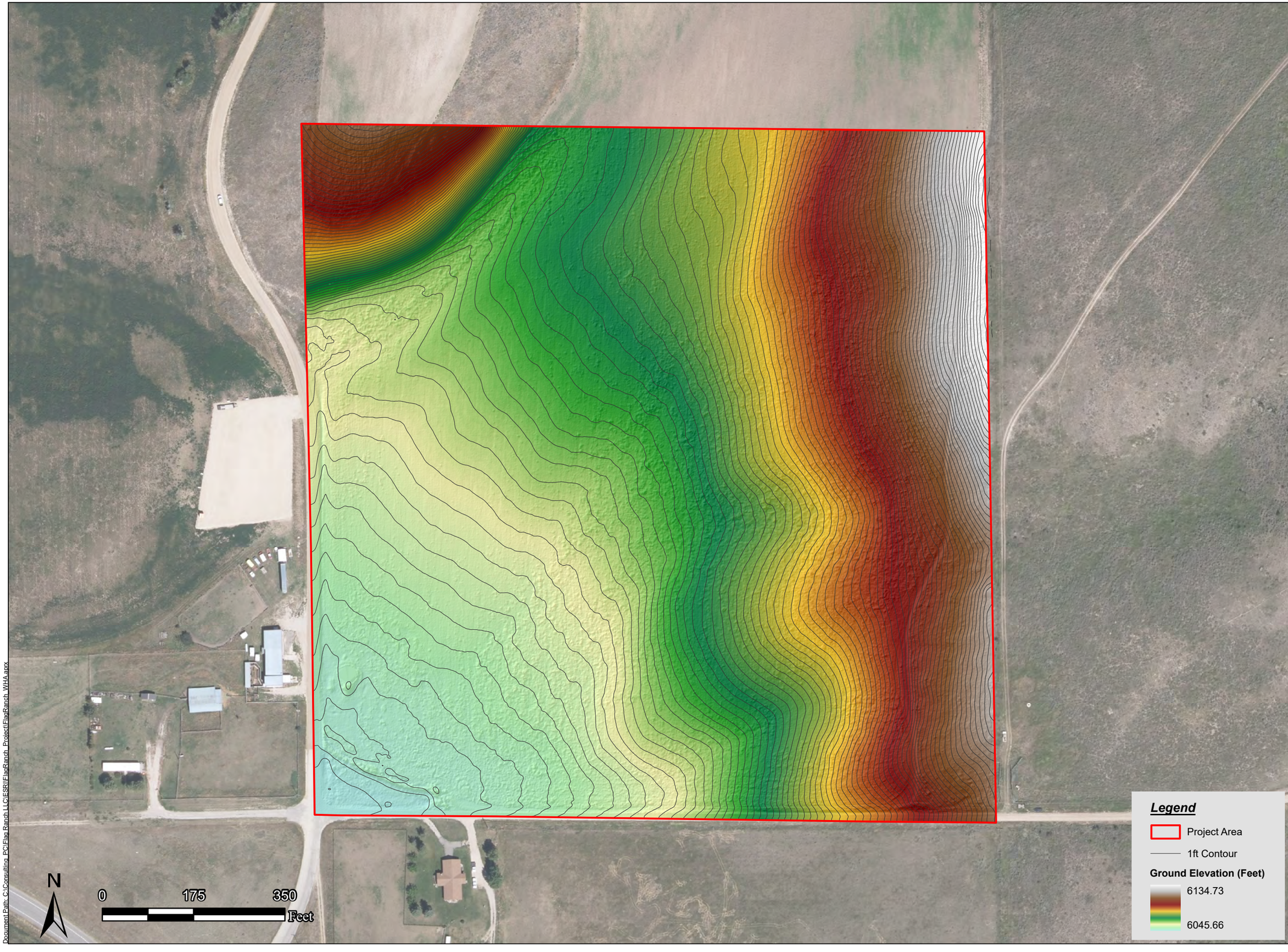
FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

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BASEMAP SOURCE:
2023 AERIAL IMAGERY

SHEET 2



LIDAR BASED TOPOGRAPHIC MAPPING

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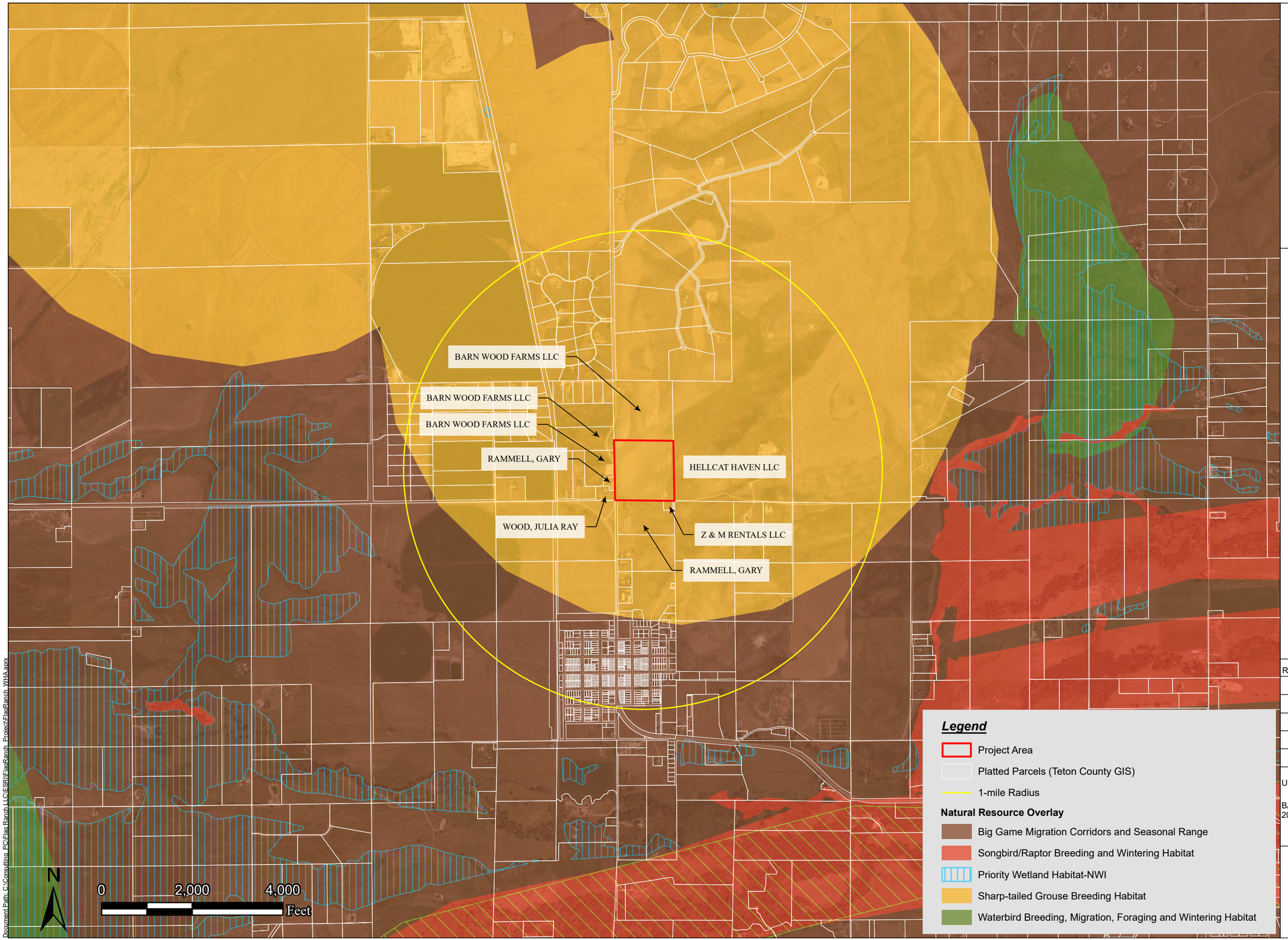
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SHEET 3

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NATURAL RESOURCE OVERLAY

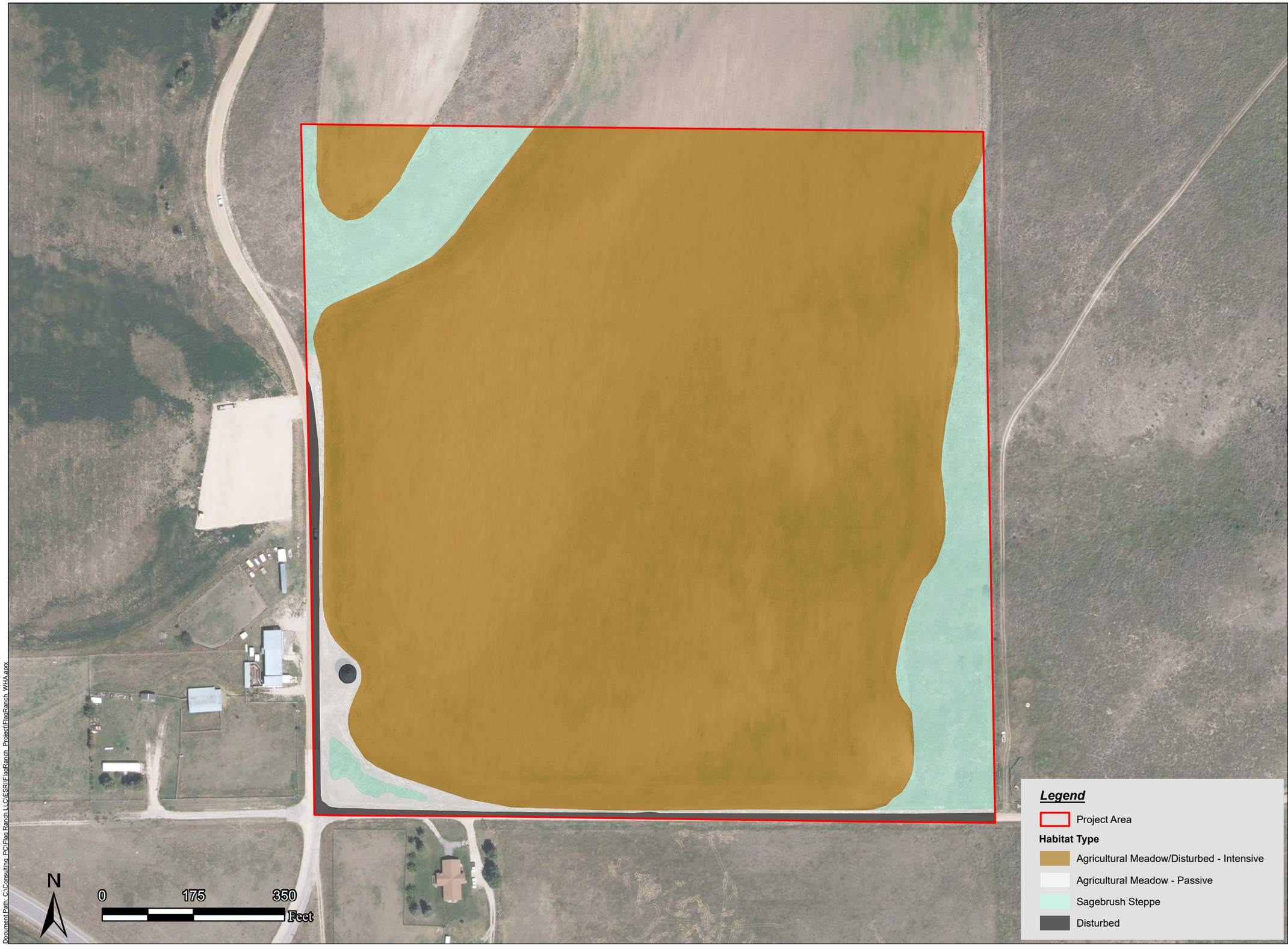
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TETON COUNTY, IDAHO

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2023 AERIAL IMAGERY

SHEET 4



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VEGETATION AND HABITAT TYPES

FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

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SHEET 5

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N

0 750 1,500

Feet

Legend

- Project Area

Seismic Hazard Classes

- C1: 490-360 m/s
- C2: 620-490 m/s
- D3: 360-300 m/s

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NATIONAL EARTHQUAKE HAZARD REDUCTION PROGRAM SCIESMIC HAZARD CLASSES

FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

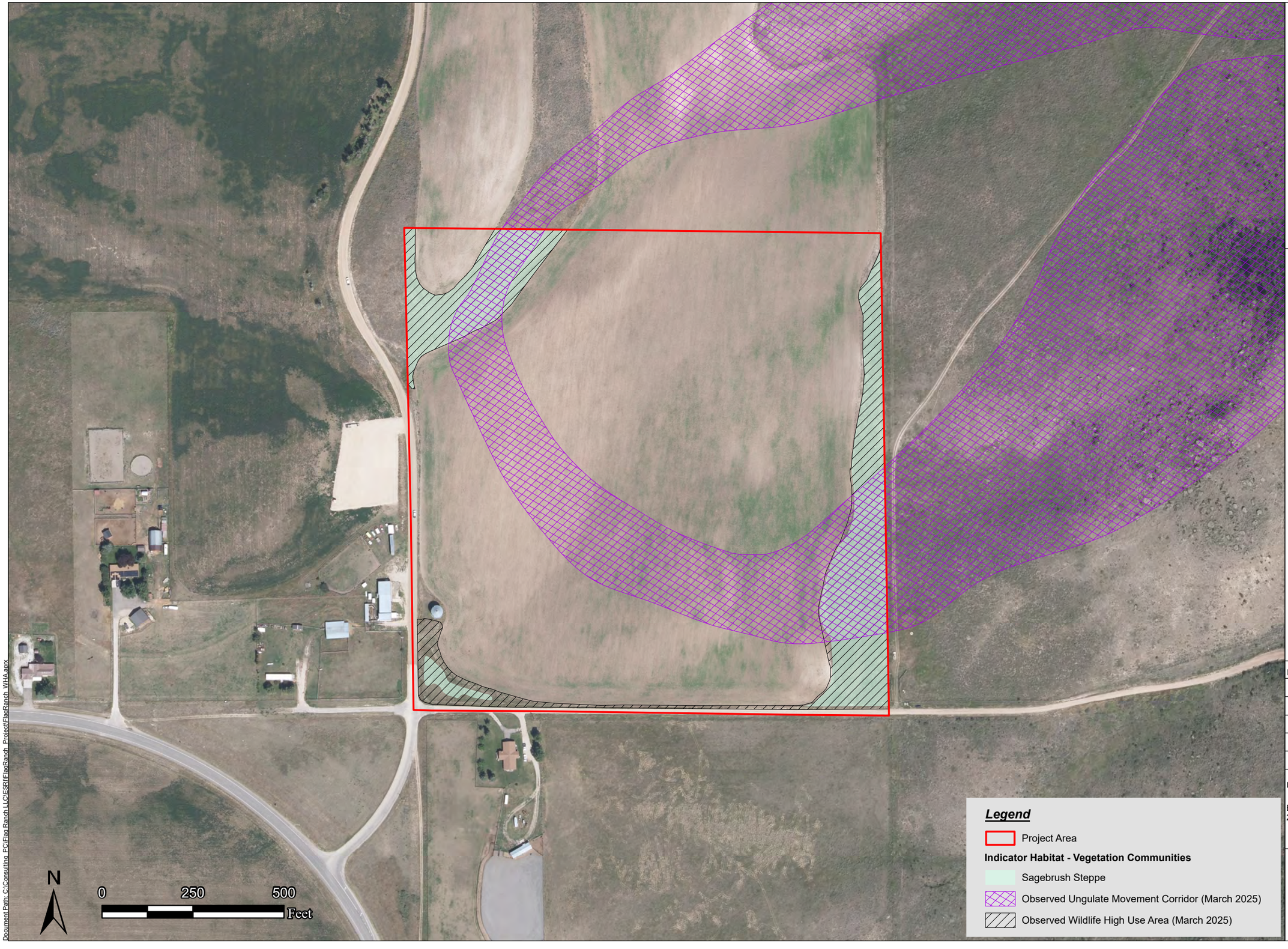
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SHEET 6



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PO Box 8578. 140 E. Broadway, Suite 23 Jackson, WY 83002

INDICATOR HABITAT AND SPECIES MAPPING

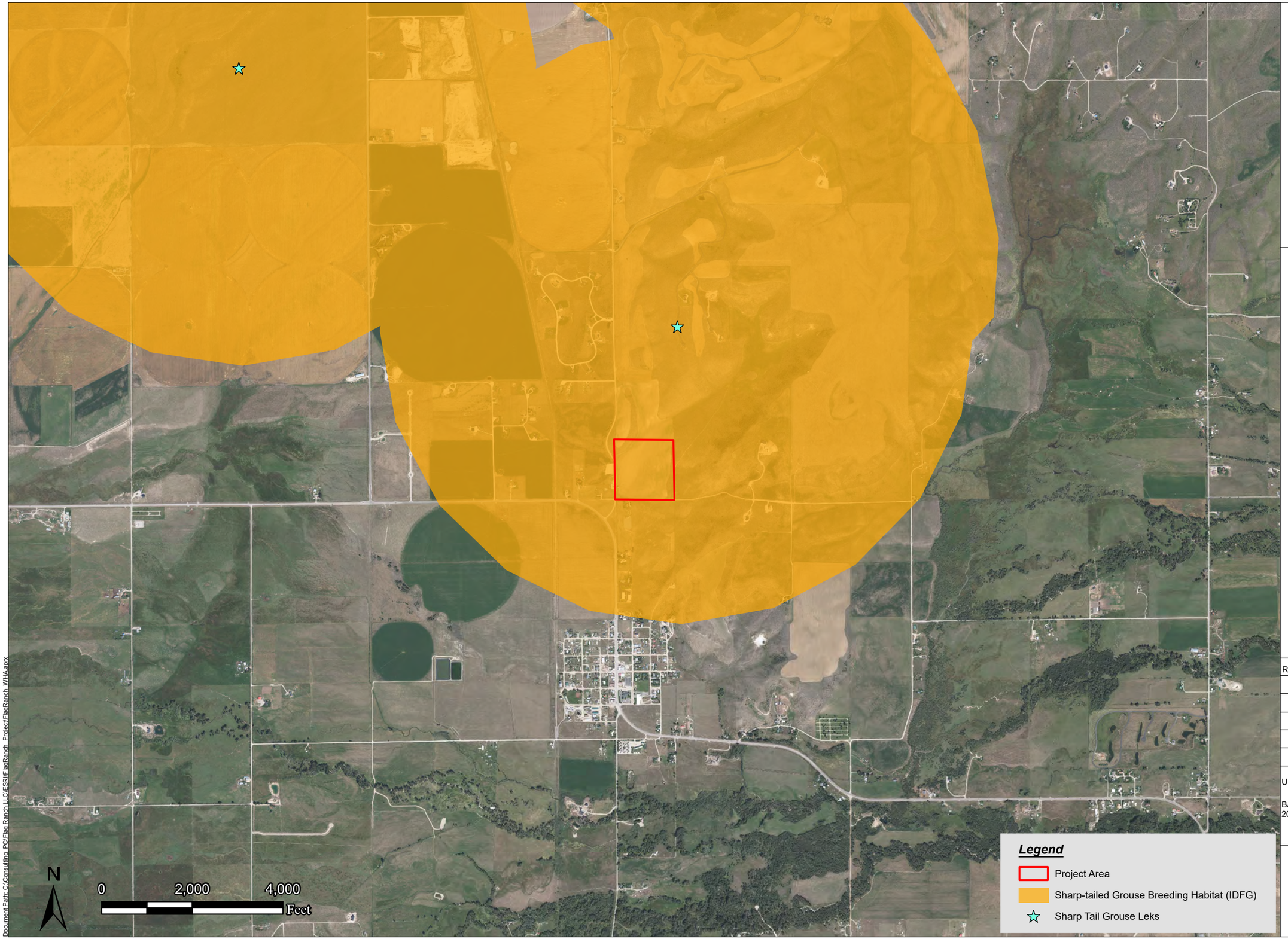
FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

REV.	DATE	BY	DESC.
A	03-26-2025	CK	WHA

UNITS: US FOOT

BASEMAP SOURCE:
2023 AERIAL IMAGERY

SHEET 7



research & consulting inc.
Biota
PO Box 8578. 140 E. Broadway, Suite 23 Jackson, WY 83002

SHARP-TAILED GROUSE BREEDING HABITAT

FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

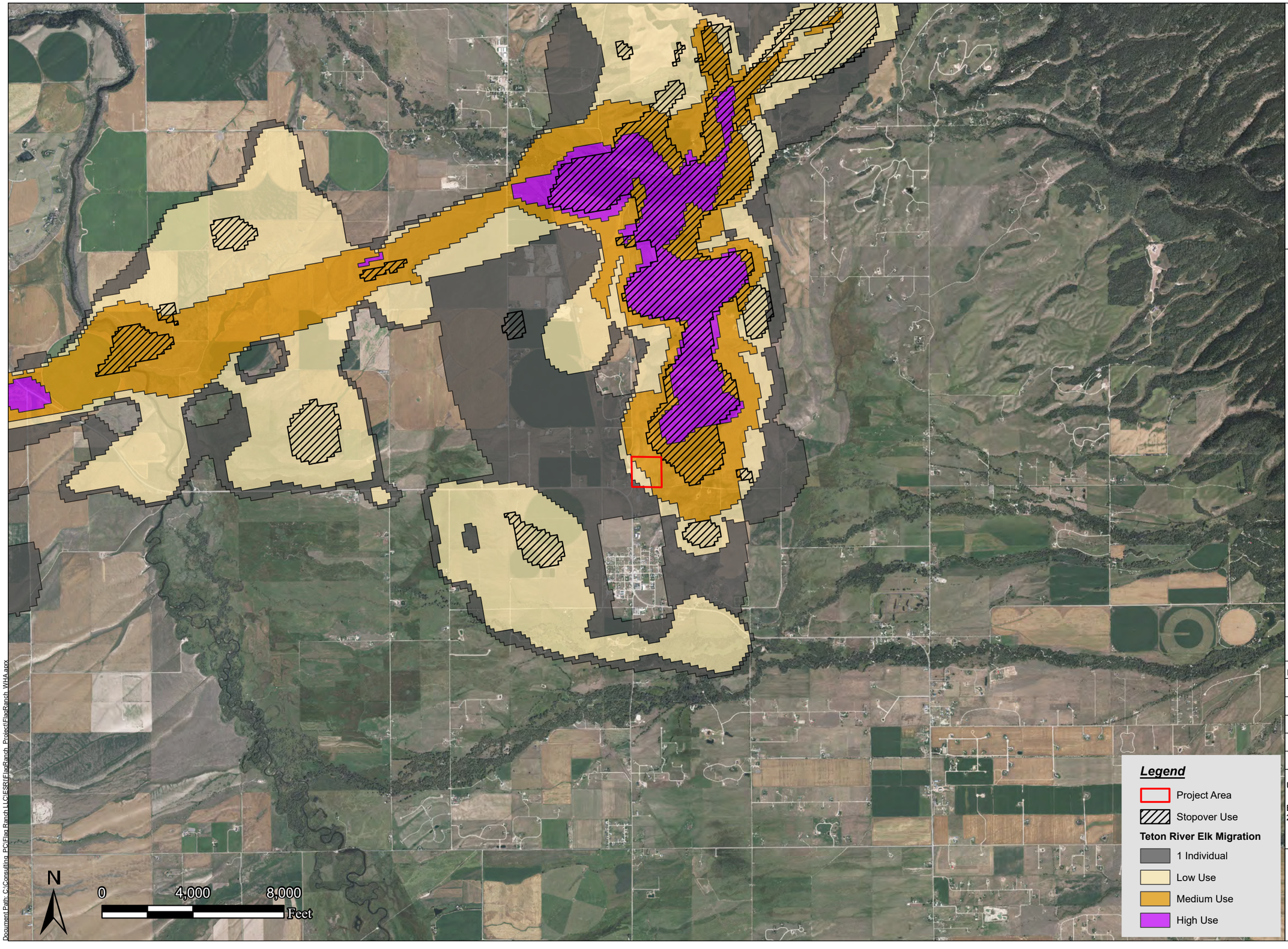
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UNITS: US FOOT

BASEMAP SOURCE:
2023 AERIAL IMAGERY

SHEET 8

Document Path: G:\Consulting_PC\Flag Ranch LLC\GIS\FlagRanch_Project\FlagRanch_WHA.aprx



research & consulting inc.
Biota
PO Box 8578. 140 E. Broadway, Suite 23 Jackson, WY 83002

IDFG ELK MIGRATION ROUTES AND STOPOVER HABITAT

FLAG RANCH LLC PROJECT AREA
TETON COUNTY, IDAHO

REV.	DATE	BY	DESC.
A	03-26-2025	CK	WHA

UNITS: US FOOT

BASEMAP SOURCE:
2023 AERIAL IMAGERY

SHEET 9

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TETONIA 40 CONCEPT MASTER PLAN

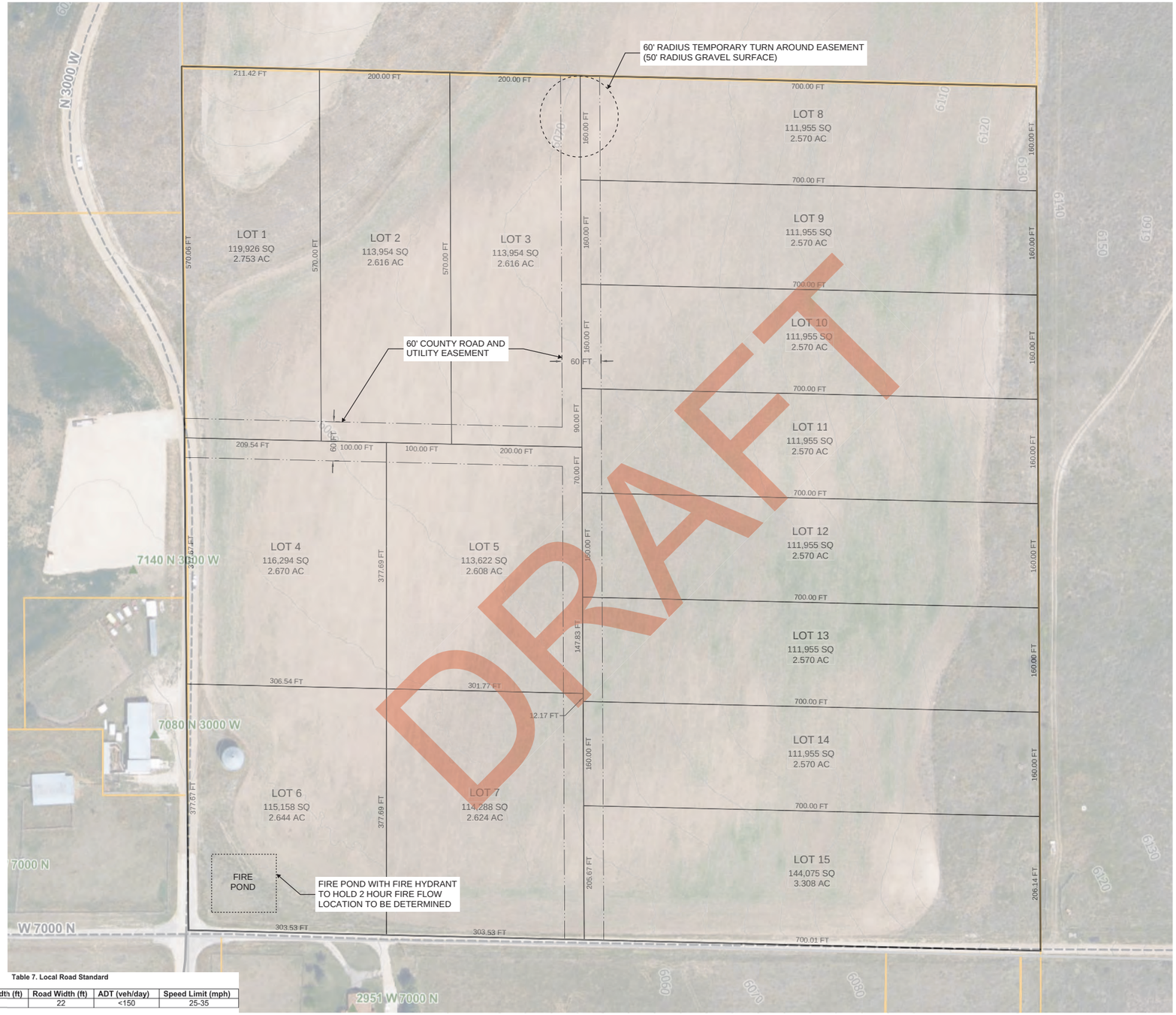
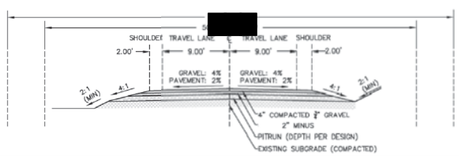
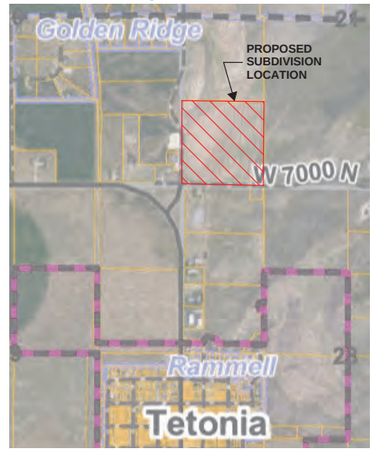


Table 7. Local Road Standard

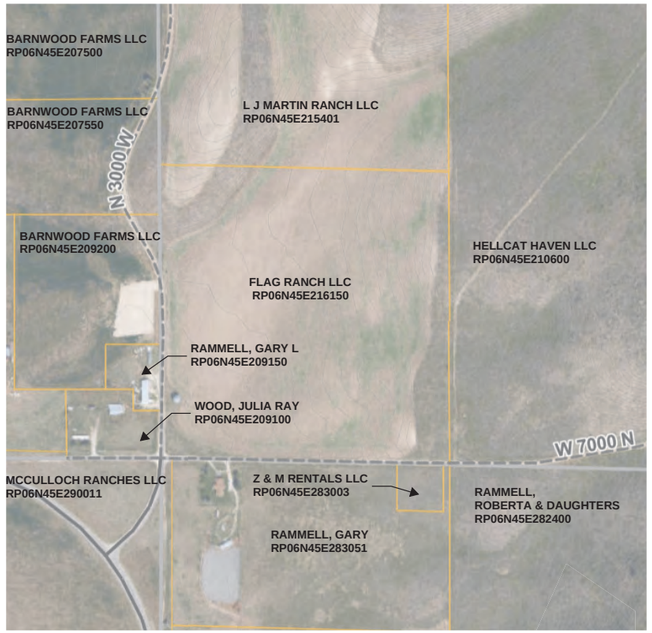
Lane Width (ft)	Shoulder Width (ft)	Road Width (ft)	ADT (veh/day)	Speed Limit (mph)
9	2	22	<150	25-35



VICINITY MAP



OWNERSHIP MAP (300')



N

LEGEND

- BOUNDARY LINE
- LOT LINE
- STREET EASMENT

SW1/4 SW1/4 SEC. 21, TWP. 6N., RNG. 45E., B.M., TETON COUNTY, IDAHO

CONCEPT MASTER PLAN

SCALE: 1" = 80'
0 80 160

NO.	REVISIONS	BY	DATE

DRAWN: MH
SURVEYED: SJM
FIELD WORK: SJM
DATE: 03-06-25

MARCH 15 2025 CLIENT

MOUNTAIN WEST

SURVEYORS NOTE

THIS PLAT IS A CONCEPTUAL PLAN AND DOES NOT INTEND TO SHOW ACCURATE BOUNDARY LINES FROM A BOUNDARY SURVEY PERFORMED BY THIS SURVEYOR. IT IS ONLY TO BE USED OF CONCEPTUAL PLANNING. LOT LINES AND BOUNDARY LINES ARE SUBJECT TO CHANGE UPON A BOUNDARY SURVEY.

COPYRIGHT

ALL REPORTS, DESIGN, FIELD DATE, FIELD NOTES, DRAWINGS, SPECIFICATIONS, CALCULATIONS, ESTIMATES OR ANY REPRESENTATION CONTAINED HEREON ARE THE SOLE PROPERTY OF ELEVATED LAND SURVEYING UNLESS PRECIOUSLY ESTABLISHED BY PRECEDENCE OR AGREEMENT.

PROFESSIONAL STAMP

SHEET 10

ELEVATED LAND SURVEYING
[address redacted] (phone redacted) FALLS, ID

APPENDIX 2 – PHOTOGRAPHIC DOCUMENTATION



Photo 1. The passive (right side of photo) and intensive (left side of photo) agricultural meadow portions of the project area, looking east.



Photo 2. The sagebrush steppe community in the southwestern corner of the project area.



Photo 3. The sagebrush steppe community and bare ground associated with the agricultural meadow-intensive covertype in the eastern portion of the project area.



Photo 4. The sagebrush steppe community and the bare ground associated with the agricultural meadow-intensive covertype in the northwest corner of the project area.



Photo 5. Deer and elk movement corridor observed crossing the project area (March 2025).



Photo 6. Elk pellet group observed in the eastern portion of the sagebrush steppe habitat in the project area (March 2025).

APPENDIX 3 – GENERAL LAND USE RECOMMENDATIONS

Proposed Flag Ranch Subdivision, Teton County, Idaho

The following recommendations, if implemented, would aid in protecting, preserving, and improving the wildlife and habitat values associated with the property.

1. **Agriculture.** Measures should be taken to reduce the likelihood of attracting deer, elk, and/or moose to hay/feed stockpiles and livestock feeding areas.
2. **Fences.** Fences can disrupt movement patterns and discourage wildlife use of areas and can present hazards to wildlife, and fence use should be avoided unless fences are intended to exclude wildlife (e.g., for gardens or agricultural uses) or restrain domestic pets. The applicant has committed to prohibiting perimeter fencing to maintain porosity for wildlife movement.
3. **Non-native Plants.** The introduction of any non-native plants that might compete with or harm native species and result in their decline is discouraged. Exceptions to this would be the introduction of a non-native species that would improve or prevent undue damage to the natural environment (e.g., soil stabilization) or plants within the immediate confines of the building envelopes.
4. **Non-native Fauna.** The introduction into the wild of any non-native or domesticated animal species that might compete with or harm native species and result in a decline in their use is strongly discouraged.
5. **Vegetation Alteration.** The destruction, removal or alteration of native vegetation or dead trees is discouraged except when absolutely necessary. This is particularly important for properties that have wildlife use occurring within stands of woody overstory and shrubby understory vegetation. Standing dead trees, and dead and down vegetation improve habitat complexity and provide important habitat for a variety of smaller wildlife species. Fallen, rotten plant material creates shelter used by many small mammals while simultaneously returning nutrients to the soil.
6. **Roads.** The construction of roads should be minimized to the extent feasible.
7. **Habitat Enhancement.** Wildlife habitat enhancements are acceptable physical alterations. A plan describing enhancements and delineating affected areas should be developed by a qualified consultant. This plan should consider negative impacts to non-target species.
8. **Herbicides**. The use of chemical herbicides and pesticides are discouraged except for controlling noxious weeds. Application of state-approved herbicides should be done responsibly by persons appropriately licensed and trained, and label and application instructions should be strictly adhered to.
9. **Burning.** The burning of any materials or vegetation is discouraged except in accordance with government regulations, and in the case of vegetation, where burning is shown to be beneficial to wildlife.
10. **Topographic Alterations.** The filling, excavating, dredging, mining, drilling, or removing of topsoil, sand, gravel, rock, minerals, or other materials, or other changes of the topography of the property is discouraged, except where absolutely necessary or associated with approved development and enhancement plans.
11. **Domestic Pets.** Free-roaming, unrestrained domestic pets disturb wildlife. Unrestrained pets can easily disrupt wildlife use on parcels and must be controlled. Dogs will readily chase, harass, and even kill both small and large mammals, as well as birds. Although less conspicuous than dogs, free-roaming cats can be as damaging to wildlife as dogs. Cats are effective predators of small birds, and mammals and free-roaming cats have a high potential (both short- and long-term) for disturbing many wildlife species.
12. **Wildlife Feeding.** Intentionally feeding moose, deer, and elk anywhere in Teton County, Idaho is illegal.
13. **Wildlife Harassment.** Mule deer and elk may be present in the project area at various times of the year. This is because important habitats for these ungulates are found in the vicinity of the property. The presence of these and other wildlife species should be expected and tolerated. People residing or owning property within the subdivision should be both respectful of and sensitive to wintering wildlife and not purposefully harass these animals as they struggle to survive harsh winter conditions. Project proponents should make a concerted effort to educate themselves and future residents on how to minimize wildlife harassment.
14. **Human-Bear Conflicts.** The project area is not located in bear habitat, although infrequent bear use is possible. The following precautions have been adapted from IDFG recommendations for living in bear country. These precautions can help minimize bear encounters and prevent bears from accessing human foods:

1) Garbage and Recyclables - Bear-resistant garbage and recycling containers should be used. Ensure that bear-resistant containers are properly closed and latched, and never tamper with the latching mechanism. If non bear-resistant containers are used, they should be stored inside an enclosed building or bear-resistant enclosure until the morning of waste/recycling pick-up, and promptly returned to secure storage after waste pick-up. Never leave trash/recycling outside overnight, and don't let garbage pile up or develop strong odors that can attract bears.
2) Compost Piles - If you must have a compost pile, enclose it with electric fencing. Don't put meat, fish, melon rinds and other pungent/smelly scraps in the pile. Better yet, compost only leaves and grass, not kitchen scraps. Keep the pile aerated and properly turned. Add lime to promote decomposition and reduce odor.
3) Bird Feeding - Do not feed birds, including hummingbirds, during the active bear season (March-November), and clean up any spilled bird seed.
4) Pet Food - Keep pet food inside at all times.
5) Fruit Trees/Shrubs - If fruit trees/shrubs are present, fruit should be picked promptly when it begins to ripen. Remove any fruit that has fallen to the ground as soon as possible.
6) Food storage - Do not keep coolers, refrigerators or freezers outside or on porches.
7) BBQ Grills - Thoroughly clean BBQ grills and smokers after each use. If possible, store grills and smokers inside a garage or shed when not in use.

Sharon Fox <sfox@tetoncountyidaho.gov>

Comment for the Flag Ranch Subdivision Concept Hearing ~ Meeting May 13th, 2025

GA Roane Hellyer [email redacted] Fri, May 2, 2025 at 1:01 PM
To: "pz@tetoncountyidaho.gov" <pz@tetoncountyidaho.gov>, "commissioners@co.teton.id.us" <commissioners@co.teton.id.us>, "commissioners@tetoncountyidaho.gov" <commissioners@tetoncountyidaho.gov>

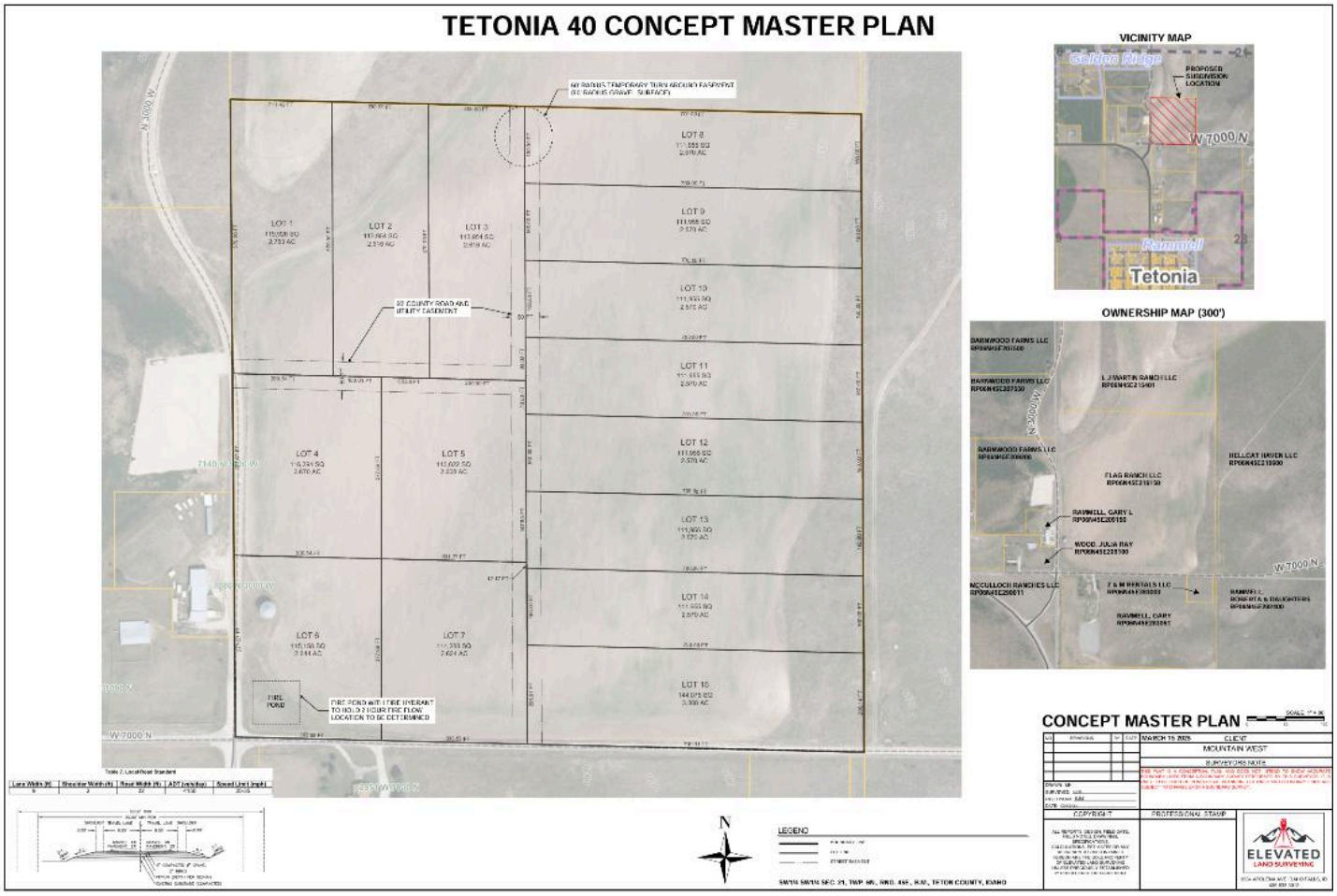
RE: Flag Ranch Subdivision Concept Hearing May 13th, 2025
To whom it may concern,
I am reaching out in regard to the Flag Ranch Subdivision Concept Hearing coming up.
My property borders the east side of the proposed subdivision.
The obvious first concern is density.
That is a big game corridor right through this property.
I know because in the spring and fall there are about 150-200 head of elk that hang out on my property and move across all the adjacent fields. There is also a smaller herd of white tail deer that spend time here year-round.
The current plan pushes the density along east side and up the hill towards the animal habitats back there.
Would be nice to see fewer lots and the density across the west side of the parcel backing up to N3000W. More open space.
The lots are deep and skinny, not leaving a lot of room for wildlife.
As of now when you look across the valley from the scenic overlook you see a lot of open spaces at this end. That's what we like. Dark Skies and Open Spaces. This little pocket would put 15+ structures on the hill across the valley from this overlook.

We should think about the number of housing units being built and other new subdivisions currently being developed around the county, are we headed towards another 2008 scenario where we end up with abandoned developments in 10 years with the current boom?

Another point to bring up is that the county does not maintain or plow W7000N between N1750W and N3000W. I have paid to fix the road, and I do all the snow plowing. Another neighbor was paying to repair and plow before I took it over. This is now the second subdivision being proposed off a county road that the county doesn't even maintain.
Even though this is close to the highway, it will still create more traffic in an area that isn't adequately designed for higher volumes.
This brings up the intersection of Hwy 33 and N3000W on the curve just north of Tetonia.
The speed limit there is 65mph. Honestly the speed limit should be reduced to 50mph from town to the other side of this curve. There have been some fatal accidents at that intersection and turn lanes should be added, at least one for traffic turning left onto N3000W. There is a short one for traffic turning right that could be expanded.

Other random concerns with density are water and sewer. Is each house going to have its own well and septic system? Or will they have a communal water and septic system? Do they have plans to try to connect to the City of Tetonia utilities?

Thank you for your time,
Gaylan Hellyer
Hellcat Haven, LLC
[address redacted] - [address redacted]
[address redacted]


TETONIA 40 CONCEPT MASTER PLAN
VICINITY MAP
Golden Ridge
PROPOSED SUBDIVISION LOCATION
W 7000 N
Tetonia
OWNERSHIP MAP (300')
BARNWOOD FARMS LLC
L J MARTIN RANCH LLC
FLAG RANCH LLC
HELLCAT RIVER LLC
RAWHELL, GARY L
WOOD, JULIA RAY
MCCULLOCH RANCHES LLC
W 7000 N
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
97 RADIUS TEMPORARY TURN AROUND EASEMENT (5" RADIUS GRAVEL SURFACE)
60' COUNTY ROAD AND UTILITY EASEMENT
FIRE POND
FIRE POND WITH 1 FIRE HYDRANT TO HOLD 2 HOUR FIRE FLOW. LOCATION TO BE DETERMINED
CONCEPT MASTER PLAN
MARCH 15, 2025
CLIENT
MOUNTAIN WEST
SURVEYOR'S NOTE
COPYRIGHT
PROFESSIONAL STAMP
ELEVATED
LAND SURVEYING
LEGEND
N

Sharon Fox <sfox@tetoncountyidaho.gov>

Flag Ranch Plat Hearing

Sarah Ashworth [email redacted] Tue, Sep 30, 2025 at 10:21 PM
To: pz@tetoncountyidaho.gov

Here's to doing something different and voting "no!"

Developments like this are to fulfill a developers' "need" to build. It's an addiction with no end in sight….. that this valley "need not" enable.

This project is destructive to all of the gems that nature affords us here. Not to mention we have plenty of unfinished houses and rundown properties that need to be renovated or completed throughout this valley.

Projects like this are destroying Teton Valley's uniqueness and nature's one time only offer. We've seen how these scenarios play out….time and time again. The gifts that provide us peace and solace can't be replaced once they've been built over. A sad state of affairs for animal and man alike.

We need to say "no" to these populated projects before this valley's open lands are completely obliterated.

We have our wonderful wildlife to protect……where are the two hundred plus elk migrating through this designated corridor supposed yo go?

In a matter of months and just a few years there will be nothing special or unique about Teton Valley. Nothing special to offer its residents and no safe haven for the wildlife we cherish.

Last but not least….we need to create more opportunities for our farmers and Ag communities to experience engagement with younger generations who want to own and work the land. They want the wholesomeness of an Ag lifestyle for their families and future generations. They understand…."No farms..No food."

Commissioners….please vote "no" to this project. Teton Valley and Tetonia deserve to sustain and protect its open lands.

Thank you….
Sarah Ashworth
Tetonia

Sharon Fox <sfox@tetoncountyidaho.gov>

Flag Ranch Subdivision Opposition

GA Roane Hellyer [email redacted] Tue, Sep 30, 2025 at 4:45 PM
To: Sharon Fox <sfox@tetoncountyidaho.gov>, "commissioners@tetoncountyidaho.gov" <commissioners@tetoncountyidaho.gov>

To whom it may concern,

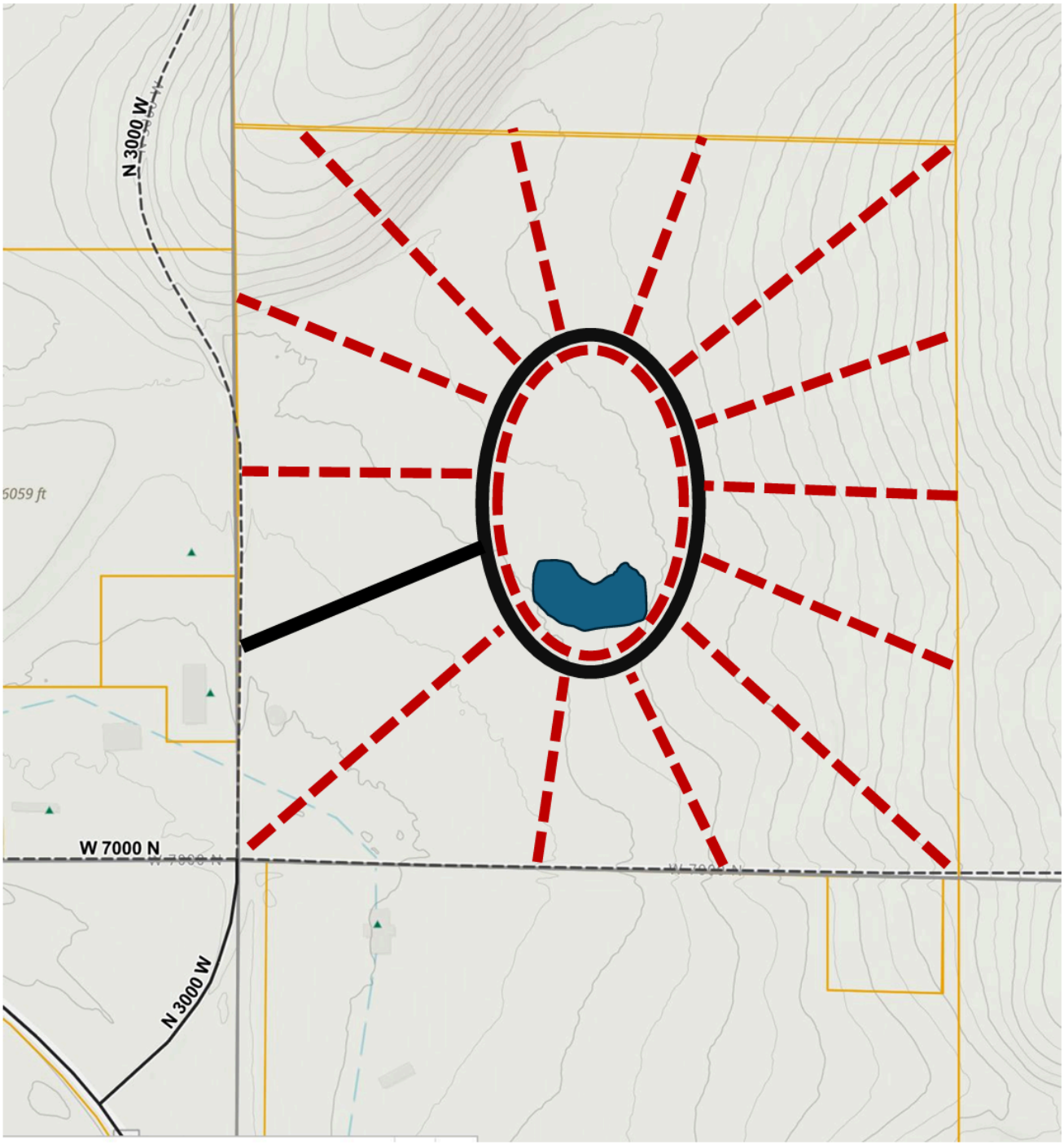
I am writing in opposition to the Flag Ranch Subdivision proposal.
Mostly due to the fact that the county is approving subdivision faster than they can improve county infrastructure. And Tetonia is going to struggle with the already approved new growth.
Currently the county can't keep up with the current workload and required maintenance of our roads, so adding more housing in remote areas of the county is just going to continue to put more strain on everything.
Not saying 'no more development', just slow down the density approvals.

And even though it's a state highway issue, the highway heading north/west out of Tetonia needs addressed.
-Speed Limit should be lowered. At least to 50mph from town past the corner where N3000W intersects.
-Added turn lanes for N3000W on Hwy33.

I will say their wildlife report is flawed. The 100-200+ elk that move seasonally from my property to the west cut right across this property.

Another concern is the new water well restrictions. Tearing up a managed field without any plan to manage the future landscaping without guaranteed water is a concern. Sounds like a recipe for weed issues and more dust.

Also, at the "concept meeting' the planning commission suggested they re-visit their layout and when they brought it back to planning not much was changed. I've attached a general layout that would seem far more appealing that what is currently proposed.



Doc3.docx
660K

October 15, 2025

Flag Ranch LLC
1795 West Broadway PMB 29
Idaho Falls, ID 83402

Re: Flag Ranch Subdivision

Dear Developer:

Thank you for recognizing Silver Star Communications as the provider of choice for state-of-the-art communications and broadband services in Teton Valley, Idaho/Wyoming and Swan Valley, Idaho. Please find below estimated costs for Silver Star Communications to place communication and data facilities to and within Flag Ranch Subdivision.

This estimate is for Silver Star to provide and place facilities in conduit provided by Silver Star. Conduit will be installed by the Developer.

	Silver Star Aid	**Developer Portion**	Total Cost
15 Lots	$1,881.06	**$16,929.56**	$18,810.63

Please be advised that the listed costs are valid for sixty (60) days. The enclosed Agreement provides further details. Please sign and return to me; a countersigned copy will be provided to you.

If you have any questions regarding the agreement, please contact me at [phone redacted]

Sincerely,

William Dutton

William Dutton
Field Engineer

Enclosure

WORK ORDER # 2504478

SILVER STAR COMMUNICATIONS
LAND DEVELOPMENT AGREEMENT
(RESIDENTIAL)

THIS AGREEMENT is entered into this 15 day of October 2025 by Columbine Telephone Company, Inc. dba Silver Star Communications, a Wyoming corporation, [address redacted] 89, [address redacted] [address redacted] (hereinafter referred to as "Company") and Flag Ranch LLC. (hereinafter referred to as "Developer");

RECITALS:

The Developer has planned to undertake construction in a development known as Flag Ranch Subdivision, which is more fully described as a subdivision being located in Teton County, Idaho the Section 21 SW, SW, Township 6 N, Range 45 E, Boise Meridian, Idaho in the Tetonia Exchange ("Development"). The Company has been requested by Developer to provide telecommunications facilities as shown on Exhibit A, attached hereto and incorporated herein by this reference which facilities will be adequate to serve 15 **lots** in the Development.

The Company is willing to undertake construction and provisioning of such facilities within the Development only upon payment of the facility charge hereinafter specified.

AGREEMENT:

In consideration of the mutual covenants and conditions here set forth, it is hereby agreed by and between Company and Developer as follows:

1. Scope of Agreement. This Agreement is entered into subject to the condition that if any governmental entity regulates the Company under utility tariffs subsequent to the execution of this Agreement, then this Agreement shall become void and the parties may enter into such new agreements as will conform to such tariffs as may be in effect.

2. Compensation.

Payment of Compensation. A Facility Charge equal to Sixteen Thousand Nine Hundred Twenty-Nine Dollars and 56/100 ($16,929.56) shall be paid by the Developer to the Company.

It is understood and agreed that the Facility Charge paid by Developer is a charge for the cost of constructing facilities capable of providing telecommunication/broadband facilities in this type of area and is not a deposit for security for individual customers, nor are such payments applicable to installation charges for service drops or the regular monthly charges for any such service and the

charge does not vest ownership of the facilities in the Developer or subscriber, nor does the charge reserve dial tone.

The Facility Charge and refund procedure provided for in this Agreement does not reflect the charges for construction of the drop facility to each home or structure which shall be payable by the individual customers/subscribers. The Developer shall not represent that the payment of the Facility Charge by the Developer alleviates the individual customer's responsibility to pay other appropriate charges for individual services.

Any types of construction requested by Developer other than normal construction proposed by Company shall be subject to additional charges.

All construction shall be in accordance with all applicable laws and statutes, including environmental laws. Company is not responsible for obtaining permits, or cost of compliance with the applicable laws.

The Company reserves the right to construct excess capacity (upsizing copper or fiber) into the facilities being constructed pursuant to this Agreement. The additional cost of any such excess facilities is not included in the charges set forth above, and Developer will not be liable for such additional costs. In the event that additional persons apply for service subsequent to the construction of facilities contemplated herein, the Company shall charge to such subsequent applicants, applicable fees and construction charges based on Company policy.

3. Delivery Schedule. The Company shall undertake installation of the facilities as stated in the RECITALS and as shown on the attached Exhibit A.

4. Easements. Any easements, rights-of-way or property required by the Company in the Development shall be furnished by Developer without cost or restriction to Company an shall be cleared and within six inches of final grade by the construction start work date. All survey property stakes will be placed by Developer as required to identify the physical location of said easements and rights-of-way within the Development. Developer shall be required to reimburse Company for unusual private and government right-of-way costs pursuant to this Agreement that are not covered by the Facility Charge. In the event of replatting, rezoning, or change of use during the term of this Agreement, Developer or the permitted assignee shall bear the full expense of relocation or replacement of all affected telecommunication facilities. This amount is not refundable.

5. Open Trench Option. In the event Developer selects the option to provide open trenches (as defined below), a coordination meeting will be required before construction begins. The trench(es) must meet the following specifications:

   A) The open trench route must be as shown on the attached Exhibit A. Redesign charges may be applied when the route does not meet the criteria identified.

   B) The trench must be a minimum of 36" deep and the floor must be bedded prior to any cable being placed.

C) The fiber optic cable and conduits must be bedded with fine grain soil or sand and covered with 6" of sand or fine soil.

D) A minimum of 12" must be maintained between communications cables and all other utilities in accordance with the NEC.

E) The engineer's estimate is based on a minimum of 1000 feet of trench opened by Developer per work day as scheduled by Company for construction of the project.

F) Lot corners and Utility R.O.W. must be surveyed and marked prior to any Facilities being placed inside the Development.

G) The Company may allow Developer to place conduit in the Development open trenches. Company will hold Developer responsible for the integrity of the conduit it places. The cost to repair or replace any conduit that has been crushed or improperly placed will be charged directly to Developer.

H) Contact Silver Star's Operations Supervisor at least **five days** prior to the trench being ready for cable and/or conduit.

6. Refund Provisions.

A) If at any time during the five year term of this agreement, the Development has fifty percent (50%) or more of the above stated 15 lots taking service by a lot owner in the Development, who shall be other than the Developer, Company will refund to the Developer an amount not to exceed ninety percent (90%) of the total facility charge assessed by the Company. Change of ownership for a lot which previously subscribed to telephone service, does not constitute a new end user for purposes of calculating the percent of lots owned. At the end of the five (5) year period, the balance not refunded shall be considered Contributions in Aid to Construction. No interest shall be payable to upon the amounts subject to refund under this Agreement.

B) Developer shall give notice in writing to the Company, pursuant to paragraph 12 below when fifty percent (50%) or more of the above stated 15 lots are in service. Upon receipt of notice, a Company representative shall then verify the access lines in service to determine whether or not a refund is in fact due under this agreement. A refund check shall be issued to Developer upon verification of lots in service.

C) Notice as stipulated herein may be given one time without payment of an administrative fee. Any subsequent notice will require payment by the Developer of an administrative fee for verification of the access lines in service.

D) If by October 15, 2030, the fifth anniversary of the execution of this Agreement, Company has not received notice from Developer that fifty percent (50%) or more of the above stated lots are in service, Developer shall not receive any refund under this Agreement.

7. Facility Charge Recomputation. If, within five (5) years of the date of this Agreement, a request is made to construct and/or install facilities, which facilities can be served from the completed Development project, the Facility Charge will be recomputed to include the additional area and contemplated line extension(s), and the Developer may receive an additional refund of the Facility Charge paid to install facilities to the Development.

8. Relationship of the Parties. This Agreement does not constitute either party as an agent, legal representative, joint venturer, partner, franchisee or employee of the other party for any purpose. Each party shall be an independent contractor and is in no way authorized to make a contract, agreement, warranty, or representation on behalf of the other or to create any obligation, express or implied, on behalf of the other. The parties agree that this Agreement does not constitute a fiduciary relationship between Company and Developer.

9. Confidentiality. Unless required by law, the parties shall not disclose, duplicate or copy, or make use of this Agreement and any exhibits for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary the terms and conditions of this Agreement and all information supplied or disclosed to each other in connection with this Agreement.

10. Assignment. This Agreement may not be assigned by Developer without Company's prior written consent, which shall not be unreasonably withheld.

11. Notice. Any notice between the parties and payment of Facility Charge and/or refund, if any, pursuant to this Agreement, shall be given in writing, hand delivered or mailed by United States mail, postage prepaid and shall be effective when hand delivered or postmarked, whichever is earlier. Changes by either party in the designations must comply with the above. Correspondence shall be to the Company as follows:

Silver Star Communications
Attn: Engineering Dept.
104101 Hwy 89
P.O. Box 226
Freedom, WY 83120

With a copy to:
Silver Star Communications
Attn: Legal & Regulatory Administrator
P.O. Box 226
Freedom, WY 83120

And if to The Developer to:

Company: Flag Ranch LLC.
Attn: Kevin MayBerry
Address: 1795 West Broadway PMB 29,
Idaho Falls, ID 83402
Ph:
Email: [email redacted]

12. Default.

Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Agreement:

Failure by Developer to make any payment or other compensation payable by Developer to Company when due under the terms of this Agreement; or

Failure by either party in performing any other term, covenant, or condition of this Agreement upon the expiration of thirty (30) days from receipt of written notice from the other party, or the inaccuracy in any material respect of any representation or warranty made by either party to the other.

Defaulting Party's Right to Cure. The party failing to perform shall not be deemed to be in default if such party, prior to the expiration of said thirty (30) days, has cured such failure as set forth in the notice of default. With respect to any non-monetary default that cannot reasonably be cured within thirty (30) days, the default shall not be deemed to be uncured if the defaulting party commences cure within thirty (30) days for so long as the defaulting party is diligently prosecuting the cure thereof.

Non-defaulting Party's Right to Perform. If the defaulting party fails to pay any sum of money required to be paid by such party to a person or entity other than the non-defaulting party or fails to perform any other act to be performed by such defaulting party hereunder, and such failure continues for thirty (30) days after notice thereof by the non-defaulting party, the non-defaulting party may, but shall not be obligated so to do, and without waiving or releasing the defaulting party from any of its obligations, make any such payment or perform any such other act on the defaulting party's part to be made or performed as provided in this Agreement.

Specific Performance. Each party agrees that the other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof. Remedies. In the event of a default by either party, which is not corrected within the time frames specified herein, the non-defaulting party shall be entitled to all rights and remedies available at

law or in equity, including, without limitation, specific performance of the terms of this Agreement against the defaulting party.

13. Force Majeure. With the exception of payment of fees and charges due under this Agreement, a party shall be excused from performance, if its performance is prevented by acts or events beyond the party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

14. Severability. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

15. Indemnification. Each party to this Agreement hereby indemnifies and holds harmless the other party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification shall promptly notify the other party of the claim and, when known, the facts constituting the basis for such a claim. In the event that one party to this Agreement disputes the other party's right to indemnification hereunder, the party disputing indemnification shall promptly notify the other party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

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

17. Successors and Assigns. This Agreement and all terms and conditions hereof shall be binding upon and shall inure to the benefit of all authorized heirs, successors in interest or assignees of either party hereto.

18. Entire Agreement. This Agreement, together with all exhibits, notices, appendices and any jointly executed written supplements hereto, represent the entire agreement contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Telecommunications/Broadband Facilities between them other than as set forth herein.

19. Written Modification. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by both parties or their duly authorized agent or attorney.

20. Waiver. No covenant, term or condition contained in this Agreement nor the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver

is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due, or failure to insist upon performance, shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

21. Counterparts. This Agreement may be executed in counterparts and upon every party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the parties to the counterparts had signed the same document.

22. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Agreement, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreement from the other party in settlement of claims asserted by that party.

23. Captions. The captions inserted in this Agreement are for convenience only and do not define, limit or otherwise describe the scope or intent of this Agreement or any provision hereof or affect the interpretation of this Agreement.

24. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.

25. Additional Acts. The parties hereto agree to execute and deliver any documents or instruments and to take any and all actions reasonably necessary to carry out any agreement, term or condition of this Agreement, whenever the occasion may arise and request for such action shall be made.

The Remainder of this page left blank intentionally.

The parties have executed this Agreement on the date first above written.

Developer: _____

By:_____

Its:_____

Columbine Telephone Company, Inc.
dba Silver Star Communications

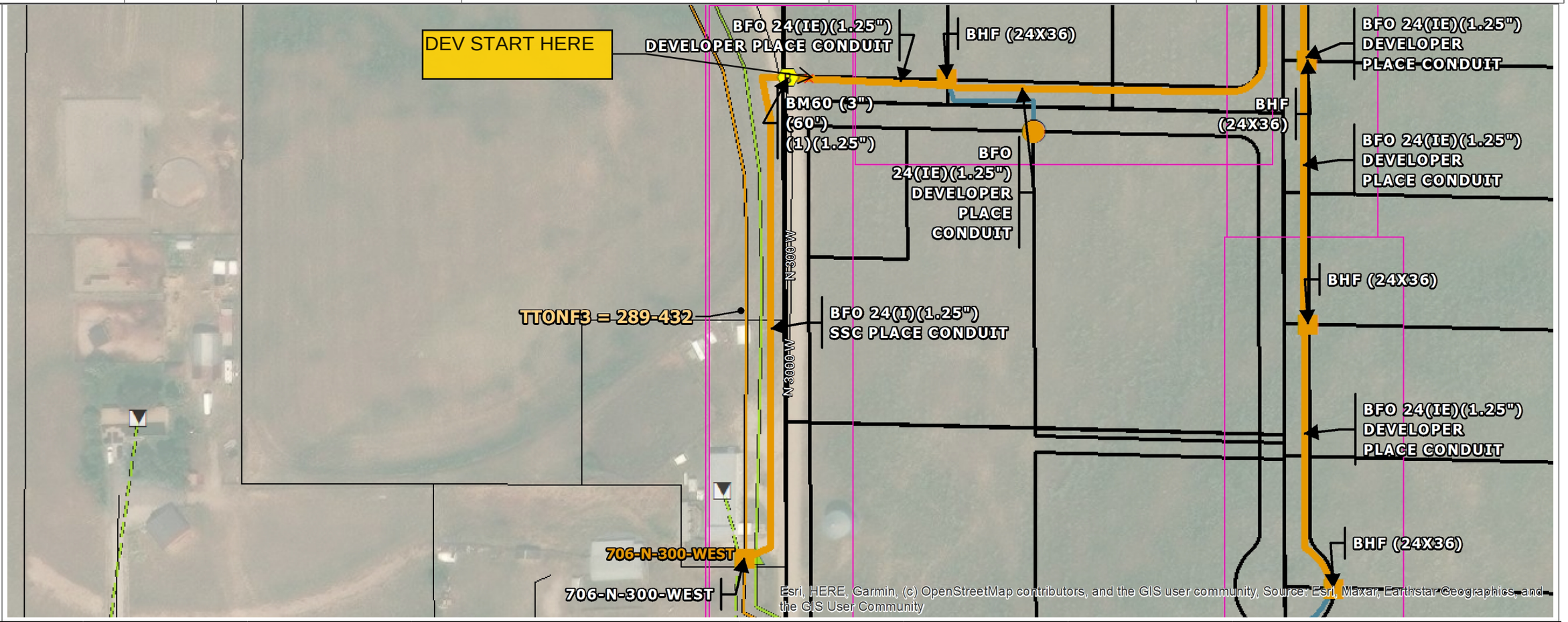
By:_____

Name:_____

Its:_____

Caution: Known utility lines are shown in approx. locations only. Exact locations are to be determined by the contractor during construction.	**Service Address:** **Comments:** EXHIBIT A	**Exchange:** **Route:** **WO#:** 2504478 **Description:** FLAG RANCH SUBDIVISION, TETONIA	**Project:** **County:** **Sec:** **Twp:** **Rng:** **Easement/ROW:** **Scale:** 1:5330	**Staked By:** WILLIAM DUTTON **Date:** 10/08/2025 **Constructed By:** 0 **Date:** **Released By:** 0 **Date:** **As Built By:** **Date:** **Revised By:** **Date:**

Print Area 1

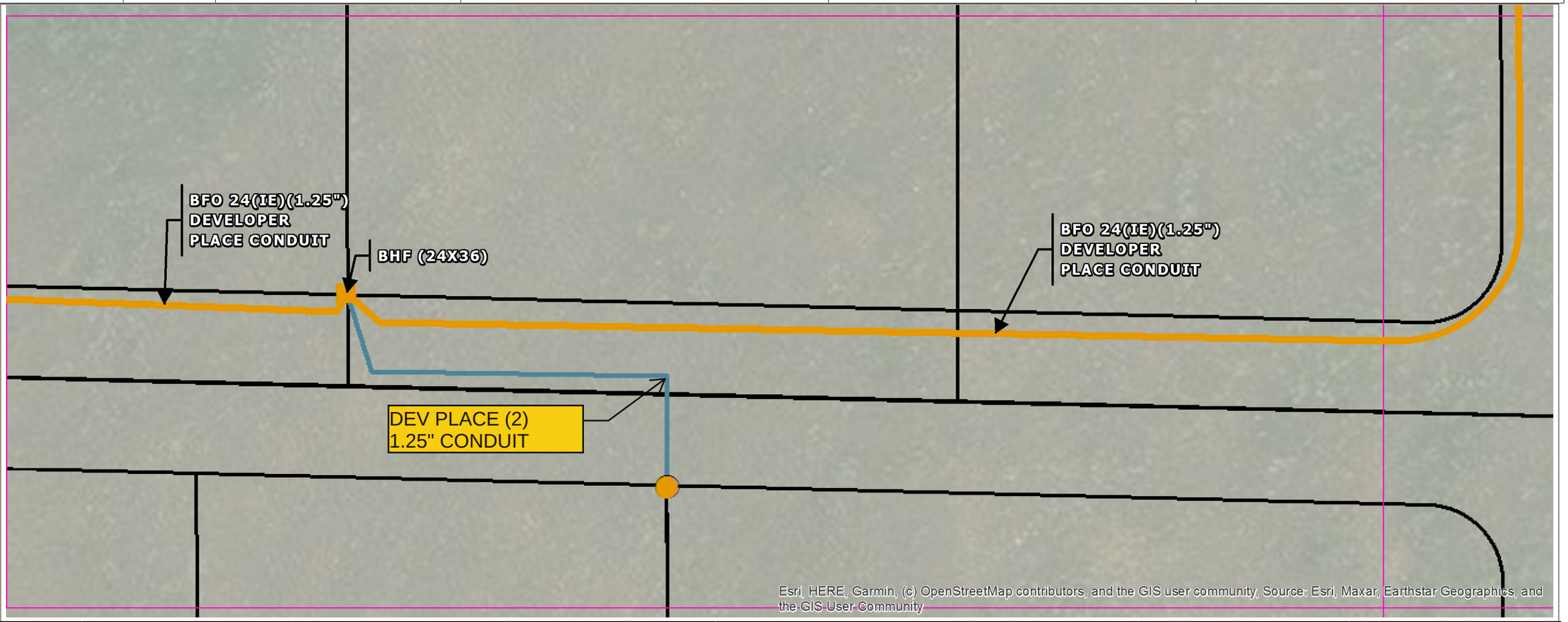


STATION	BFO-24	BFOV(1)(1.25")	BHF (24X36)	BM60(3")(1.25")	CABLE PREP 12-24F	FOSC RE-ENTRY	HO-1	LABOR ENGINEERING	WUD
706-N-300-WEST			1		1	1	19	8	
WUD	665	605		60					1
Total	665	605	1	60	1	1	19	8	1

Caution: Known utility lines are shown in approx. locations only. Exact locations are to be determined by the contractor during construction.	**Service Address:** **Comments:** EXHIBIT A	**Exchange:** **Route:** **WO#:** 2504478 **Description:** FLAG RANCH SUBDIVISION, TETONIA	**Project:** **County:** **Sec:** **Twp:** **Rng:** **Easement/ROW:** **Scale:** 1:1439	**Staked By:** WILLIAM DUTTON **Constructed By:** 0 **Released By:** 0 **As Built By:** **Revised By:**	**Date:** 10/08/2025 **Date:** **Date:** **Date:** **Date:**

119 0 119
SCALE IN FEET

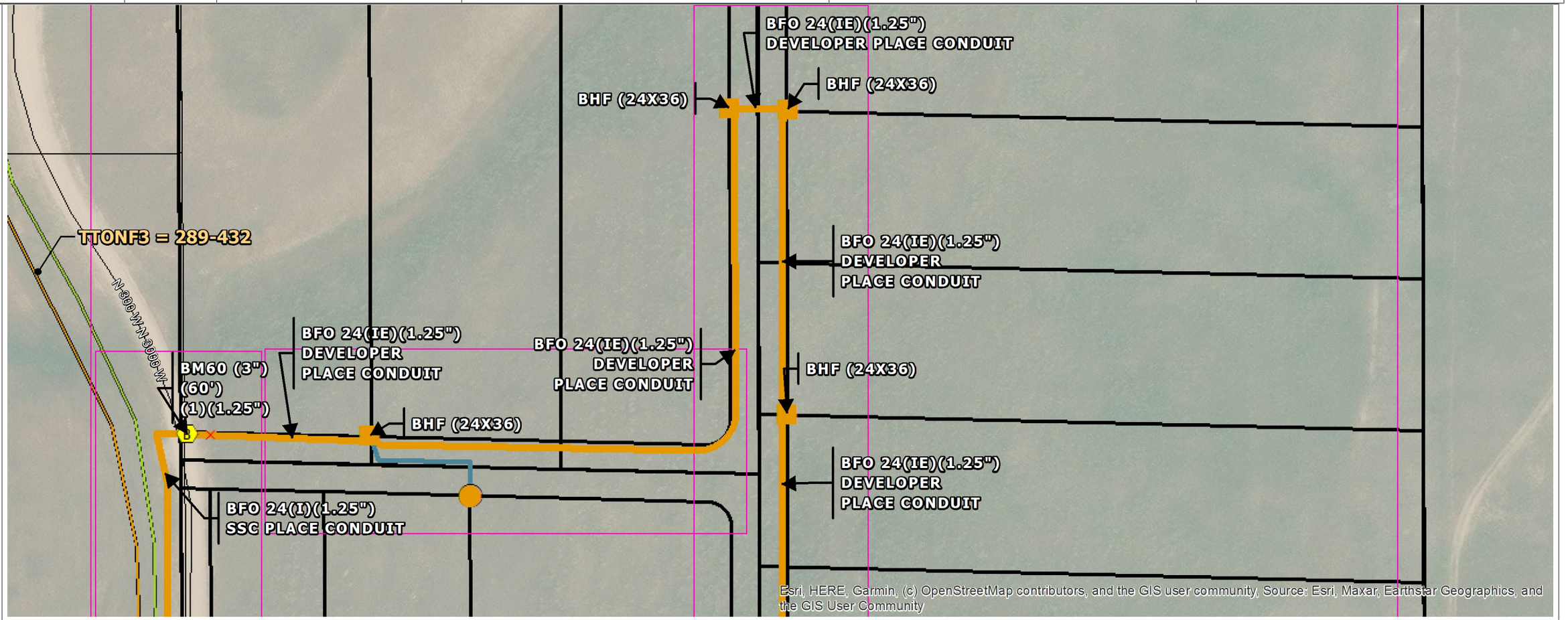
Print Area 2



STATION	BFO-24	BFO-24 100' COIL	BFOV(NO LABOR)1.25"	BHF (10X12)	BHF (24X36)	CABLE PREP 12-24F	FOSC A W/TRAY
2	171	1	171		1	1	1
9			320	1			
Total	171	1	491	1	1	1	1

Caution: Known utility lines are shown in approx. locations only. Exact locations are to be determined by the contractor during construction.	**Service Address:** **Comments:** EXHIBIT A	**Exchange:** **Route:** **WO#:** 2504478 **Description:** FLAG RANCH SUBDIVISION, TETONIA	**Project:** **County:** **Sec:** **Twp:** **Rng:** **Easement/ROW:** **Scale:** 1:4613	**Staked By:** WILLIAM DUTTON **Constructed By:** 0 **Released By:** 0 **As Built By:** **Revised By:**	**Date:** 10/08/2025 **Date:** **Date:** **Date:** **Date:**

Print Area 3

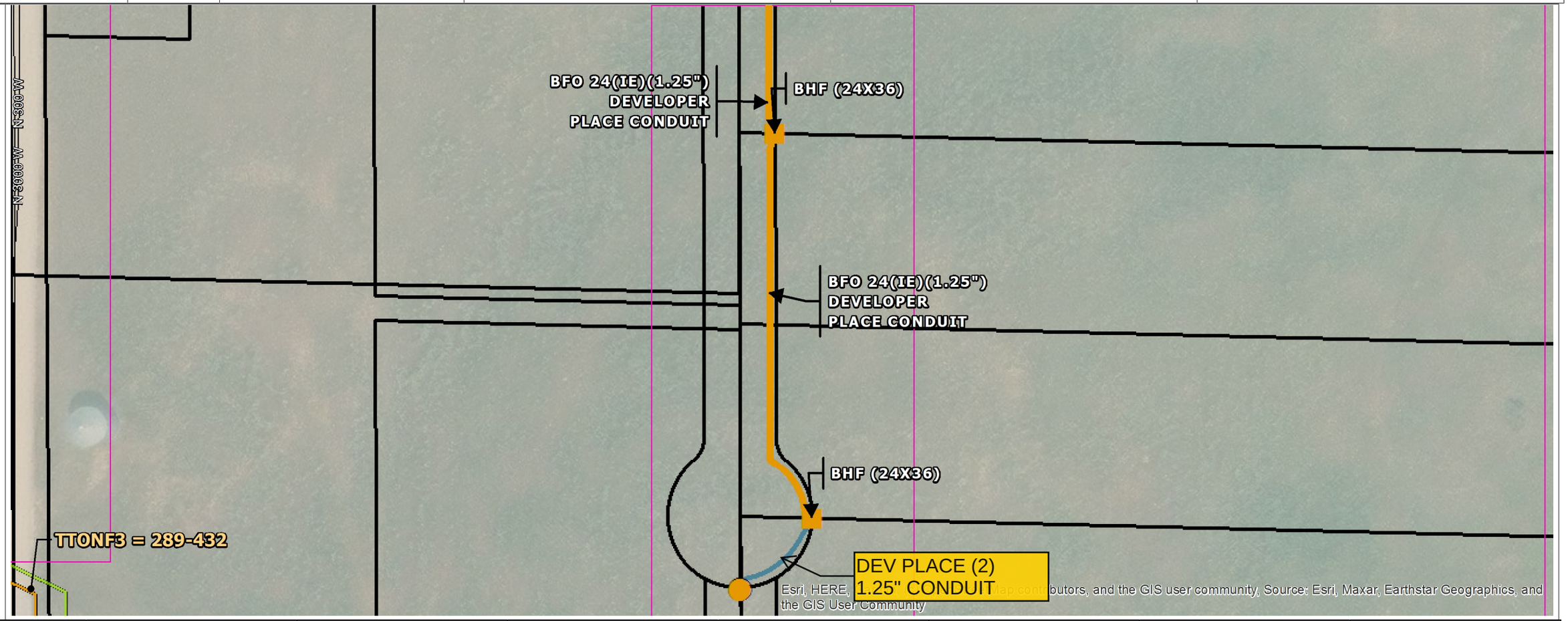


STATION	BFO-24	BFO-24 100' COIL	BFOV(NO LABOR)1.25"	BHF (24X36)	CABLE PREP 12-24F	FOSC A W/TRAY
3	734	1	734	1	1	1
4	62	1	62	1	1	1
5	324	1	324	1	1	1
Total	1120	3	1120	3	3	3

Caution: Known utility lines are shown in approx. locations only. Exact locations are to be determined by the contractor during construction.	**Service Address:** **Comments:** EXHIBIT A	**Exchange:** **Route:** **WO#:** 2504478 **Description:** FLAG RANCH SUBDIVISION, TETONIA	**Project:** **County:** **Sec:** **Twp:** **Rng:** **Easement/ROW:** **Scale:** 1:3644	**Staked By:** WILLIAM DUTTON **Constructed By:** 0 **Released By:** 0 **As Built By:** **Revised By:**	**Date:** 10/08/2025 **Date:** **Date:** **Date:** **Date:**

303 0 303
SCALE IN FEET

Print Area 4

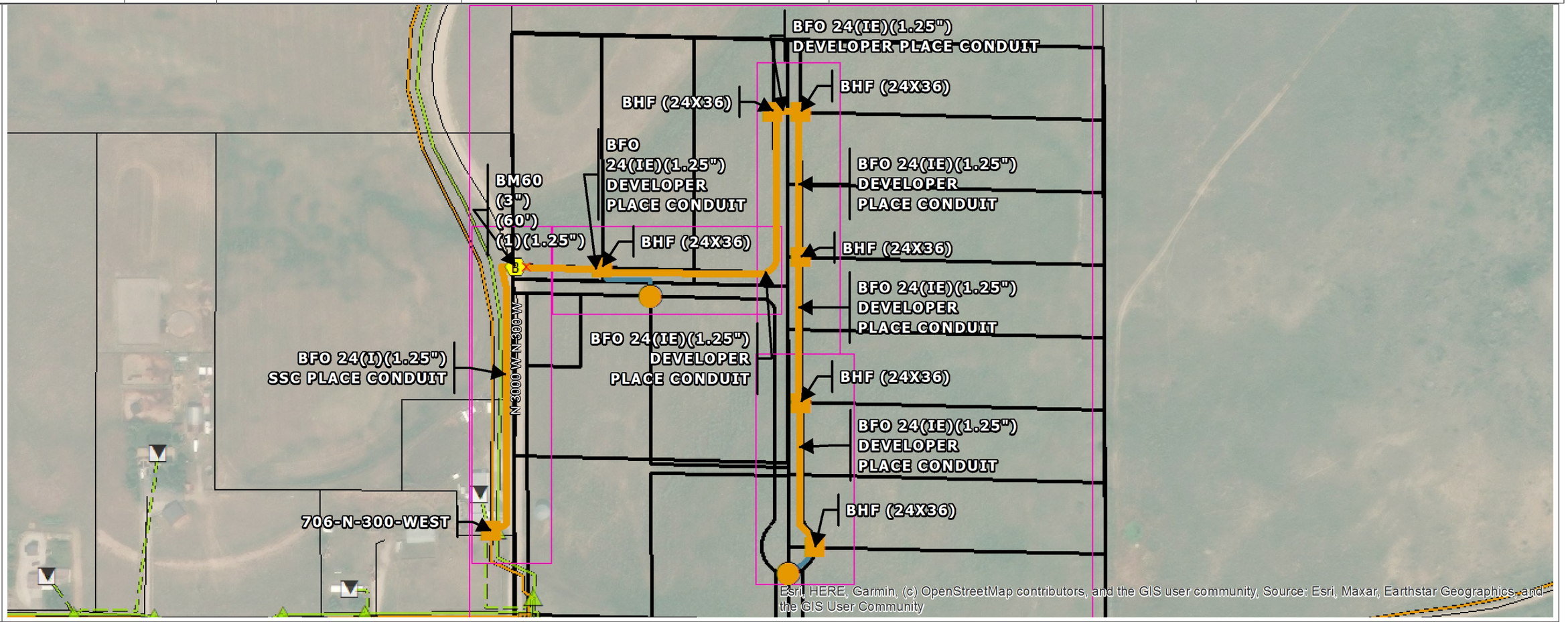


STATION	BFO-24	BFO-24 100' COIL	BFOV(NO LABOR)1.25"	BHF (10X12)	BHF (24X36)	CABLE PREP 12-24F	FOSC A W/TRAY
6	324	1	324		1	1	1
7	335	1	335		1	1	1
8			176	1			
Total	659	2	835	1	2	2	2

Caution: Known utility lines are shown in approx. locations only. Exact locations are to be determined by the contractor during construction.		**Service Address:** **Comments:** EXHIBIT A	**Exchange:** **Route:** **WO#:** 2504478 **Description:** FLAG RANCH SUBDIVISION, TETONIA	**Project:** **County:** **Sec:** **Twp:** **Rng:** **Easement/ROW:** **Scale:** 1:9690	**Staked By:** WILLIAM DUTTON **Date:** 10/08/2025 **Constructed By:** 0 **Date:** **Released By:** 0 **Date:** **As Built By:** **Date:** **Revised By:** **Date:**

807 0 807
SCALE IN FEET

Print Area 5



GRANT OF EASEMENT

Flag Ranch LLC. Flag Ranch Subdivision, County of Teton, State of Idaho, Grantor, hereby acknowledges, CONVEY(S) AND WARRANT(S) to COLUMBINE TELEPHONE COMPANY, INC., dba Silver Star Communications, a Wyoming corporation, PO Box 226, Freedom, Wyoming, Grantee, an easement for the benefit of the Grantee on the following described real estate situated in the County of Teton and the State of Idaho, for the following purposes and under the following conditions:

1. Purpose of Easement. This easement shall be for the purpose of a utilities Right-of-Way for telecommunications lines and construct, operate, repair, maintain, relocate and replace thereon underground telecommunications facilities, including above-ground equipment. The Grantee may trim or remove trees or other objects that pose a threat of damage to the utilities.

   The Grantee shall have the right to install telecommunications facilities to serve the Grantor's property and any other adjacent or adjoining property or properties to the Easement.

2. Description of Easement. The easement shall occupy the following described property:

   60' P.U.E Stated in PLS NO. 20907 Preliminary Plat of Flag Ranch Division No. 1 Subdivision of the City of Tetonia Located in the SW quarter of the SW quarter of Section 21, Township 6N, Range 45E, Boise Meridian Teton County, Idaho 2025.

3. Binding Effect. The terms and conditions of this easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties named in this instrument.

Witness our hands this _____day of _____, 2025.

Grantor(s)

_____

STATE OF IDAHO)
: ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by

_____ this _____ day of _____ 2025.

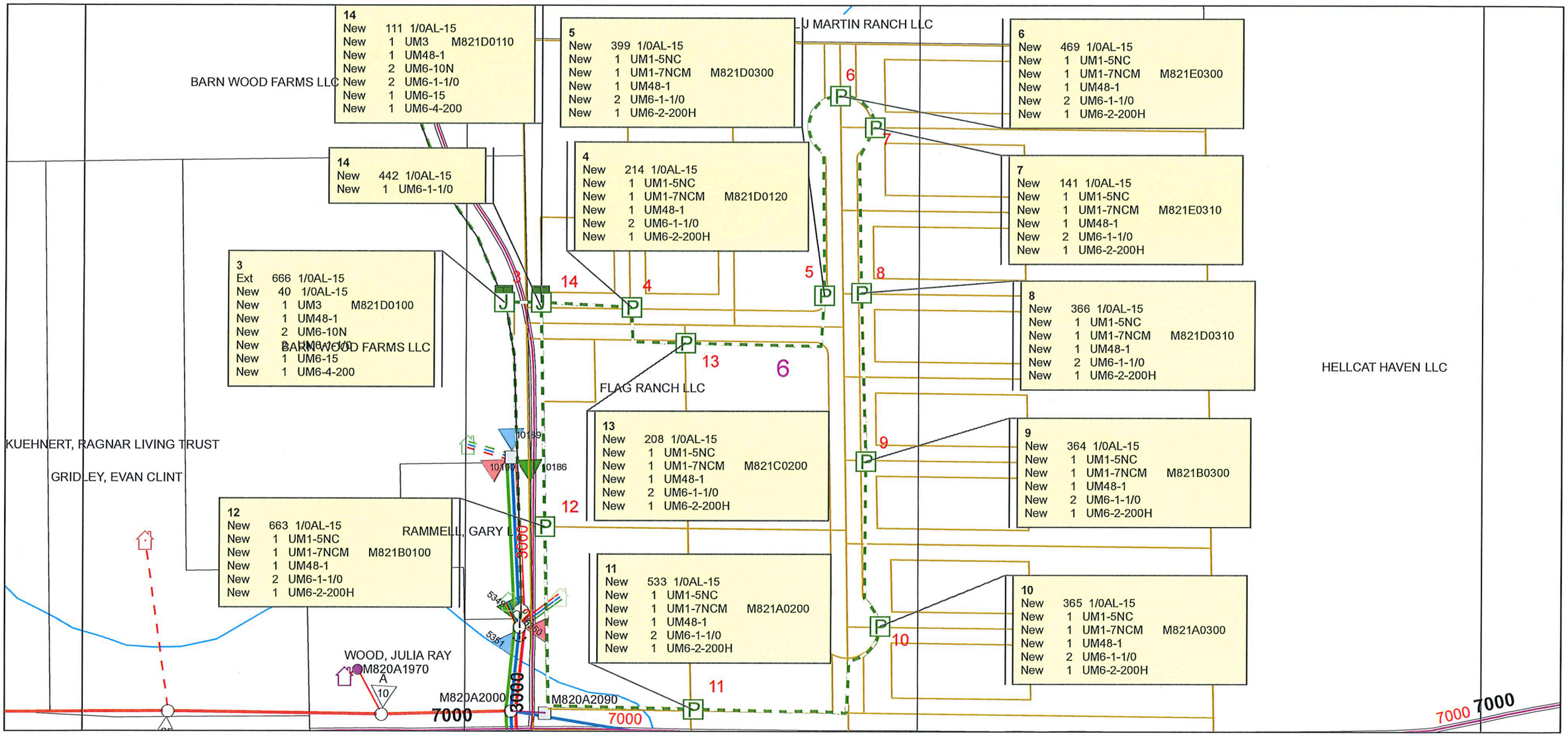
Witness my hand and official seal.

_____
NOTARY PUBLIC

_____
My Commission Expires

FALL RIVER RURAL ELECTRIC COOPERATIVE
Your Touchstone Energy® Cooperative

WO #: 041201
Name: FLAG RANCH SUBDIVISION
Phone: [phone redacted] 2
Address: [address redacted] [address redacted] [address redacted] V



FALL RIVER
RURAL ELECTRIC COOPERATIVE
Where Service Matters

JOB ESTIMATE

Project ID: 041201

ASSEMBLY	INSTALL/RETIRE	QUANTITY	ASSEMBLY DESCRIPTION	ASSEMBLY COST
1/0AL-15	EXISTING	2,522	PRIMARY CABLE 1/0 15KV 220 MIL	
4ACSR	EXISTING	648	CONDUCTOR 4 ACSR SWANATE	
C7	EXISTING	1	3 PH DBL XARM SGLE DEADEND	
DE1ENG	EXISTING	3	CROSSARM DE EPOXILATOR INS	
E3-2	EXISTING	1	SINGLE DOWN GUY, WRAPPED - 3/8"	
F1-2	EXISTING	1	ANCHOR PLATE 20 IN 8000 LBS	
FUSEBANK	EXISTING	1	FUSEBANK	
G310	EXISTING	1	3 TRX CLUSTER MNT 120/240 V	
M2-11	EXISTING	1	GROUND ASSEMBLY - ROD TYPE	
P35-6	EXISTING	1	POLE - 35' CLASS 6	
UA1	EXISTING	1	1 PHASE PRIMARY UG TAKE OFF	
UM3	EXISTING	1	1PH SECTIONALIZING CABINET	
UM5-2	EXISTING	1	SECONDARY DIP 2" CONDUIT	
UM6-10N	EXISTING	2	PROT CAP 200 AMP TRX OR LBC	
UM6-1-1/0	EXISTING	3	TERMINATOR ELBOWS 1/0	
UM6-15	EXISTING	2	PARKING BUSHING 200 AMP	
UM6-2-200	EXISTING	1	TERM MOD LBC 2 200 AMP	
1/0AL-15	INSTALLED	4,315	PRIMARY CABLE 1/0 15KV 220 MIL	48,500.60
UM1-5NC	INSTALLED	10	PAD TRX FIBERGLASS SMALL	7,747.90
UM1-7NCM	INSTALLED	10	GROUND SL ASSMBLY NON-CONCRET ME	17,470.80
UM3	INSTALLED	2	1PH SECTIONALIZING CABINET	4,124.26
UM48-1	INSTALLED	12	GROUND FOR PAD MOUNT TRANSFORMER	2,594.28
UM6-10N	INSTALLED	4	PROT CAP 200 AMP TRX OR LBC	700.84
UM6-1-1/0	INSTALLED	25	TERMINATOR ELBOWS 1/0	10,152.75
UM6-15	INSTALLED	2	PARKING BUSHING 200 AMP	238.18
UM6-2-200H	INSTALLED	10	TERMINATOR MOD 2 LBC 200A W/HANG	1,549.30
UM6-4-200	INSTALLED	2	TERMINATOR MOD LBC 4, 200A	582.12

Total Cost of Construction: 93,661.03

DEDUCTED FROM CONSTRUCTION

Residential Credit:	0.00
Commercial Credit:	0.00
Irrigation Credit:	0.00
Miscellaneous Adjustment:	0.00
AMOUNT DUE FROM MEMBER:	**93,661.03**

A REQUEST FOR A MAJOR MODIFICATION OF A PLAT– Final Plat Review
FOR: Pitzer-Hunter State Line Subdivision
PREPARED FOR: October 27, 2025, – Board of County Commissioners Public Hearing

Landowners & Applicant: Edward Pitzer, Robert Hunter
Surveyor: Harmony Design & Engineering

Background: Ed Pitzer and Robert Hunter, the owners of three parcels on E 5000 N in Teton County, are seeking to create a total of four parcels within State Line Subdivision and adjust one parcel within 260 E 500 N Subdivision. A pre-application conference was held on April 1st, 2024 and another on July 29, 2024. The process to achieve the desired parcels was determined to be a minor modification of both plats, adjusting the boundary between Lot 2 of 260 E 500 N Subdivision and Lots 1 and 2 of State Line Plat, followed by a major modification to State Line Plat to create the additional parcels. The minor modification was submitted to Teton County on June 12th, 2025.

A major plat modification is required to create the proposed four parcels within State Line Subdivision. During the pre-application conferences, it was determined that all of the new parcels shall take access from Northern Nook Rd, and all additional accesses to County road should be closed and reclaimed, except Ed Pitzer's existing driveway to his residence from E 5000 N which is currently on Lot 1 of State Line Plat. Northern Nook Rd will be upgraded to County Local Standard and a fire apparatus turn around will be added at the end of the access easement/shared portion of the road. Improvements plans for Northern Nook Road widening and closing/reclaiming of auxiliary accesses are included in the application materials.

The Board has previously reviewed the proposal and approved the Minor amendment, and approved of the preliminary plat for the Major Plat amendment with conditions. The applicants have added language to the plat addressing requirements for potential impacts wildlife habitat through mitigation.

Legal Description: RP00116000001S, RP00116000001N
Address: State Line Subdivision
Lot size: 21.41 ACRES
Zoning District: RN-5, Rural Neighborhood 5-acre avg. density

Process and Timeline:

- **Pre-application meetings**: Held on April 1 and July 29, 2024.
- **Minor plat modification**: Submitted on June 12, 2025.
    - Adjusts boundary between Ed Pitzer's parcel (Lot 2 of 260 E 500 N Subdivision) and Robert Hunter's parcels (Lots 1 & 2 of State Line Subdivision).
- **Major plat modification**: Needed to formally create the four new parcels in State Line Subdivision.

Background Details:

- **State Line Subdivision** (1981): 2 parcels, ~10 acres each.

- **260 E 500 N Subdivision**: 2 parcels — one 6.75-acre (unchanged) with separate access, one 7.23-acre (to be adjusted), owned by Robert Hunter.
- Zoning is **RN-5**, within the **Big Game Migration Corridor**. No wetlands or floodplains exist on the property.

Access and Road Improvements:

- **Northern Nook Rd** (currently in 260 E 500 N) will be placed in an **access easement** on Ed Pitzer's parcel and will:
    - Serve all proposed parcels.
    - Be **upgraded to County Local Standard**.
    - Include a **fire turn-around** at the end.
- All other access points to E 5000 N will be **closed and reclaimed**, except for **Ed Pitzer's existing driveway**.



Figure 1. Vicinity Map

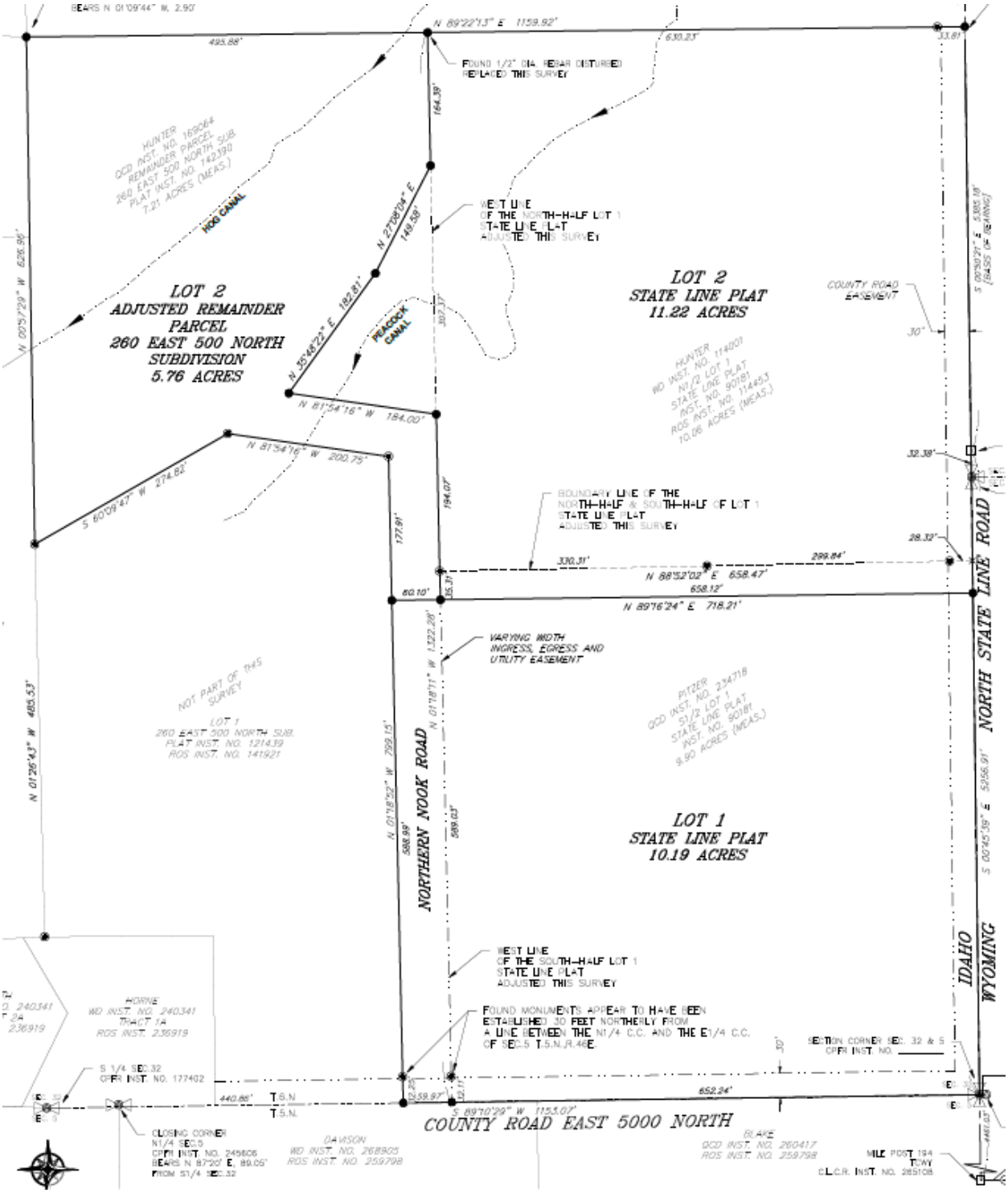


Figure 2. Proposed Layout Following Minor change prepared by Harmony Design

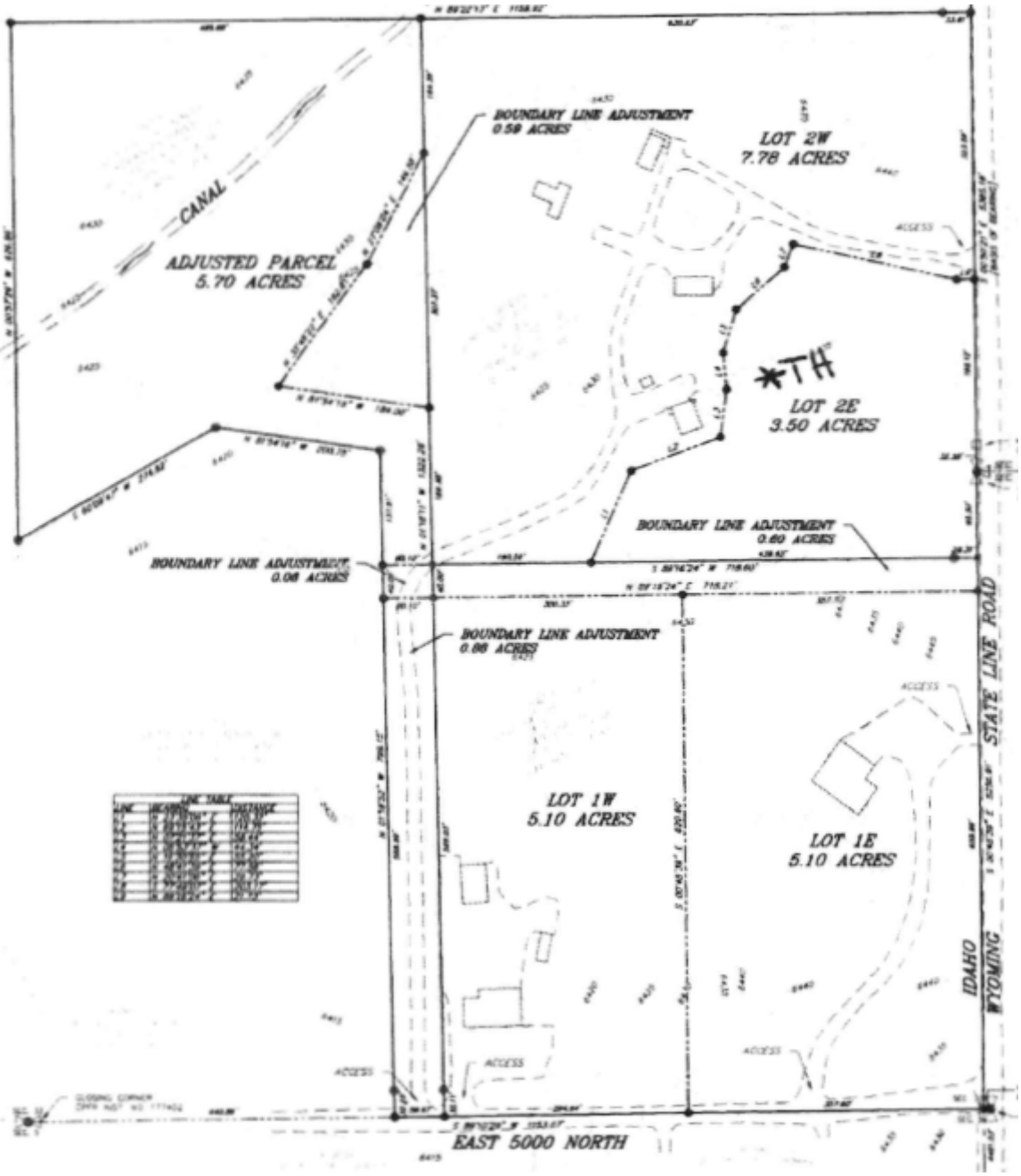


Figure 3. Proposed Final Layout of amended plats following Major amendment



Figure 3. Additional accesses to County Road to be closed and reclaimed, except Ed Pitzer's existing driveway to his residence from E 5000 N

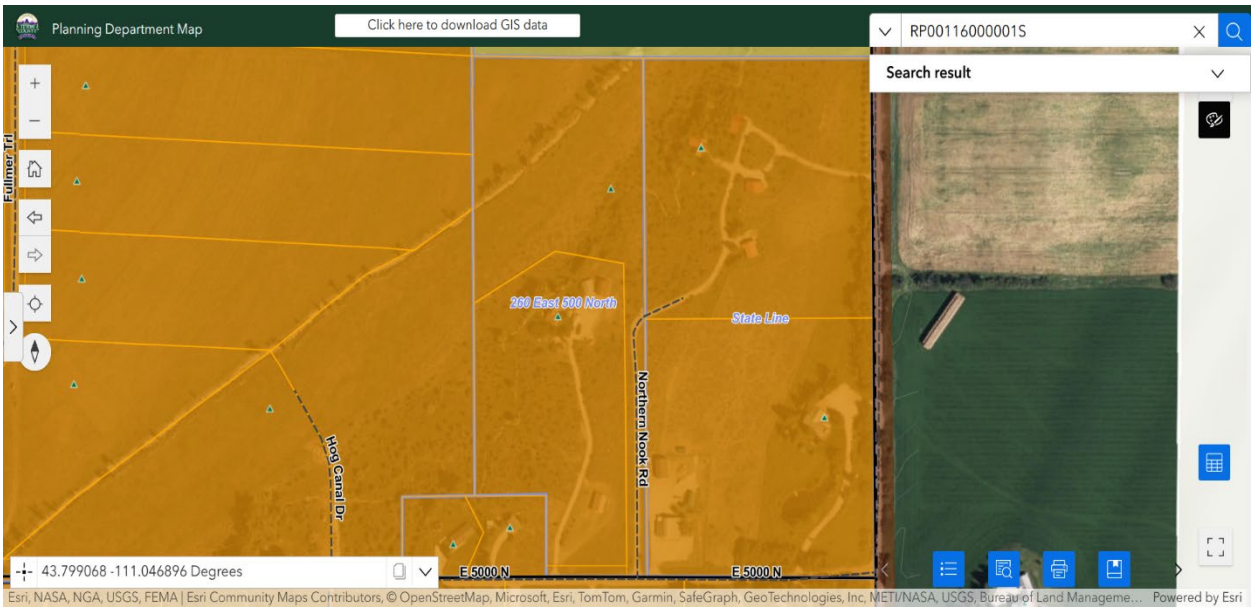


Figure 4. Overlay: Big Game Migration Corridors and Seasonal Range

Applicable Ordinances: LDC 4-E Major Modification of a Plat
Definition: A proposed modification to an approved plat will be considered a major change and therefore subject to this subsection when the proposed changes result in one or more of the following (4-E-2.a)

ix. An increase in the number of lots;

x. The re-arrangement or relocation of lots that encroach further into natural resource areas, overlay areas, or move closer to neighboring property;
xi. The relocation of parking facilities, buildings, or other elements of the development that encroach further into natural resource areas, overlay areas, or move closer to the neighboring property;

Criteria for Approval §4-E-6

b. Major Plat Modifications

a. Any proposed changes to an easement, public right-of-way, or PUD, shall comply with all applicable criteria and standards of the County regulations, and conditions of approval established in the previous approval. The proposal appears to meet requirements of the LDC specifically for use. A major plat modification will be necessary to create four parcels within State Line Subdivision.

b. The subdivision master plan and plat for a subdivision or PUD including the proposed changes, shall reduce governmental costs for operations and capital expenses. No additional cost burden is placed on the County through this plat modification. All utilities and access roads will be created and maintained privately. Tax revenue will increase once the new parcels are recorded and developed, but also increase the need for services generally. These lots already have development disturbance. The reduction in access points will improve the situation on Stateline and 5000 north near an intersection.

c. The revised plat or plan shall reduce the impact to neighboring properties. The plat amendment includes a road access and maintenance agreement which will better maintain the condition of Northern Nook Road, reducing impact to properties served by it. Staff has not identified specific likely impacts to the adjacent lot1 in E 250 N Subdivision or other neighboring properties. The Commission should consider any comments provided at the hearing.

d. The revised plat or plan shall reduce the intrusion of development into areas identified on the County's NRO map and updated identification of areas where indicator habitats and or habitats for indicator species are found as documented by input that is accepted by the County from IDFG or other qualified wildlife professionals. A Wildlife Habitat Analysis was conducted and submitted for review by County Staff. The Wildlife study highlights the relatively intact wildlife habitat on the northwest corner including a stream feeding into the Hog Canal supporting cottonwood and aspen vegetation and sagebrush step, mountain brush habitat. It indicates that a conservation plan would be prepared following review by planning staff and the applicants. Any updates to this will be presented to the BoCC.

e. The Review criteria application to a Major Modification to a preliminary or final plat include those applicable to the original approval process for the preliminary or final plat, respectively. The plat amendment appears to meet approval criteria for preliminary and final plat for access and proposed density.

f. Any proposed changes to a plat shall comply with all applicable criteria and standards of the current County regulations and conditions of approval established in the

previous approval. Proposed parcels appear to meet the requirements of the Land Development Code.

g. Any proposed changes to a recorded plat or subdivision master plan that increase direct or indirect impacts may require additional mitigation pursuant to the current criteria and standards of County regulations. The PZC did not identify any specific studies or mitigation measures to offset expected impacts in their review.

Staff Comments:

The proposed change is a Major Modification of a Plat to create a total of four parcels from two existing parcels within State Line Subdivision and adjust one parcel within 260 E 500 N Subdivision. The criteria for approval have been outlined above.

Public Comments

Staff received no public comment on this proposal as of 8/29/2025.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE:

Idaho Code, Title 67; Section 67-6509, and Title 9, Section 3-2-(C-1) of the Teton County Subdivision Ordinance. The public hearing for the BoCC was duly noticed in the Teton Valley News published on October 8 & 15, 2025. Notice to adjacent property owners within 300 feet of the property boundary were sent October 3, 2025. Notice was posted on the site October 15, 2025.

Conditions of Approval:

1. Create a Conservation Plan Done, added as plat note on page 1 of the amended final plat for State Line and 260 E 500 N Subdivisions (attachment A.).
2. Complete a final technical survey review.

BoCC Action:

The BOCC considered the application on September 22, 2025 in a public hearing. No public comments were received and the Board approved the Preliminary Amended Plat. The LDC requires an additional review of the Application as a Final Plat. Planning Staff have not identified any concerns. New draft Final Plats been received and are attached. Planning Staff recommends approval of the request.

Findings of Fact:

- The applicant and Harmony Design & Engineering are seeking to create a total of four parcels within State Line Subdivision.
- The process to achieve the desired parcels was determined to be a minor modification of both plats, adjusting the boundary between Lot 2 of 260 E 500 N Subdivision and Lots 1 and 2 of State Line Plat, followed by a major modification to State Line Plat to create the four proposed parcels. The major modification was submitted to Teton County on July 10th, 2025.
- The BoCC discussed whether they believe the proposal meets the specific criteria for review and whether the proposed expansion would likely result in any impacts to natural resources overlays, and if so whether any specific mitigation could offset those impacts.

The following motions could be made for approval, denial or continuation of the plat modification application:

Motions:

Upon review and deliberation of the application for a major plat modification on E 5000 N in Teton County, to create a total of four parcels within State Line Subdivision, the BoCC may consider a potential motion for action on the application:

Approve: Having concluded that the Criteria for Approval of a Major Plat Modification found in LDC 4-E have been met, I move to APPROVE the application for a plat modification on E 5000 N in Teton County, to create a total of four parcels within State Line Subdivision as described in the application materials submitted July 8, 2025 and as supplemented with additional applicant information attached to this staff report, (along with the following conditions:)

…

Deny: Having concluded that the Criteria for Approval of a Major Plat Modification found in LDC 4-E have NOT been met, I move to DENY the application for a plat modification on E 5000 N in Teton County, to create a total of four parcels within State Line Subdivision and adjust one parcel within 260 E 500 N Subdivision as described in the application materials submitted July 8, 2025 and as supplemented with additional applicant information attached to this staff report. Reasons for denial of the application are:

…

Continuation: I move to continue the hearing on E 5000 N in Teton County, to create a total of four parcels within State Line Subdivision Major Plat Modification to a future BoCC agenda at (SPECIFIC MEETING DATE) in order to obtain additional information from the applicant or other agencies.

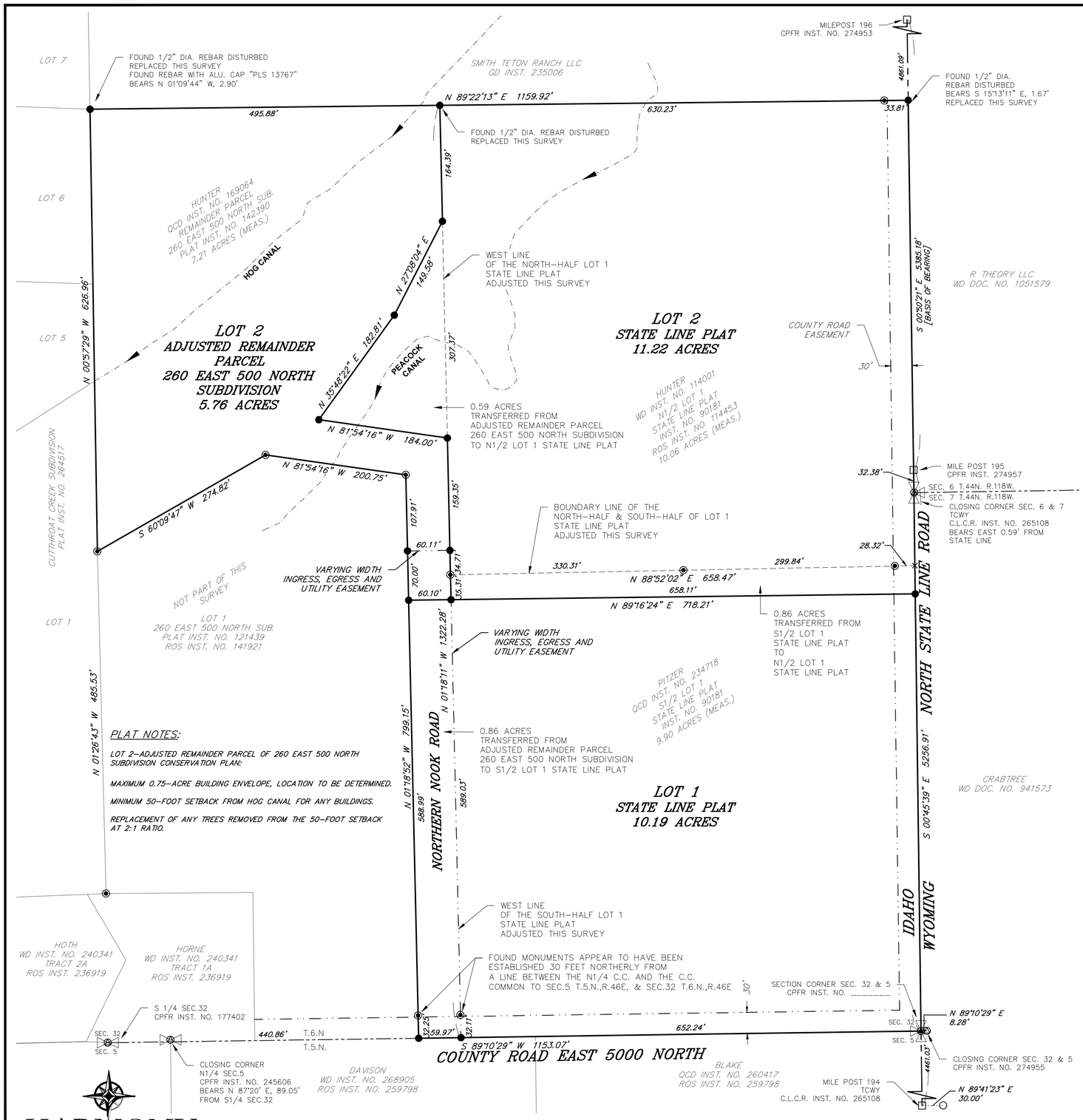
Prepared by Mitzi Van Arsdell, Associate Planner

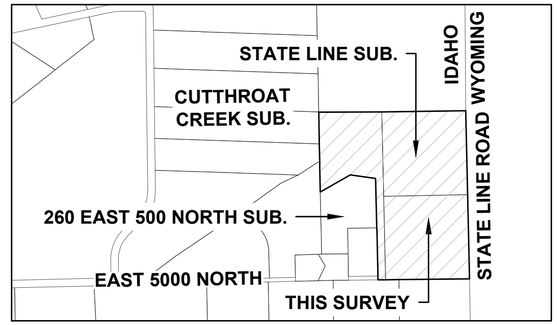
Attachments:

A. AMENDED FP_260 E 500 N SUB-Stateline SUB_DRAFT_10.6.2025 plat note on the left side of page 1 which contains the provisions of the conservation plan.

B. 2ND AMENDED FP_State Line_DRAFT_10.6.2025

End of Staff Report





VICINITY MAP
NOT TO SCALE

LEGEND

- INDICATES A QUARTER CORNER MONUMENT WITH A CORNER RECORD ON FILE, FOUND THIS SURVEY AS NOTED
- INDICATES A CLOSING CORNER MONUMENT WITH A CORNER RECORD ON FILE, FOUND THIS SURVEY AS NOTED
- INDICATES AN IDAHO–WYOMING STATE LINE MONUMENT, FOUND THIS SURVEY AS NOTED
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "LS 2860", FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "LS 2727", FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "PLS 19140", SET THIS SURVEY

- LOT LINE
- BOUNDARY LINE ADJUSTED THIS SURVEY
- IDAHO–WYOMING STATE LINE
- SECTION LINE
- EASEMENT LINE AS NOTED
- ADJOINING PARCEL LINE
- TIE LINE
- CENTERLINE CANAL

PROFESSIONAL LAND SURVEYOR LICENSED DRAFT STATE OF IDAHO PATRICK W. GILROY

SURVEYOR'S NARRATIVE

THE PURPOSE OF THE SURVEY IS TO: (A) ADJUST THE LOT LINE COMMON TO HUNTER, OWNER OF THE NORTH ONE–HALF OF LOT 1 OF THE STATE LINE SUBDIVISION, AND PITZER, OWNER OF THE SOUTH ONE–HALF OF LOT 1 OF THE STATE LINE PLAT, (B) ADJUST THE LOT LINES COMMON TO HUNTER AND PITZER, OWNERS OF THE NORTH ONE–HALF OF LOT 1 AND THE SOUTH ONE–HALF OF THE STATE LINE SUBDIVISION, AND THAT REMAINDER PARCEL AS ILLUSTRATED ON THAT FINAL PLAT FOR 260 EAST 500 NORTH MINI–SUBDIVISION. MONUMENTS SHOWN AS FOUND THIS SURVEY WITHIN THE STATE LINE PLAT APPEAR TO HAVE BEEN ESTABLISHED WITH A PRELIMINARY PLAT TITLED "PITZER SUBDIVISION DATED AUGUST 1985".

OVERLAYS: BIG GAME MIGRATION CORRIDORS AND SEASONAL RANGE.

EACH LOT SHALL BE SERVICED BY INDIVIDUAL WELLS AND SEPTIC SYSTEMS.

ACCESS: COUNTY ROAD EAST 5000 NORTH.

SUBDIVISION LOCATED OUTSIDE OF SPECIAL FLOOD HAZARD AREAS (SFHA) PER FIRM PANEL NO: 16081C0100C, EFFECTIVE AUGUST 4, 1988.

THE SUBJECT PROPERTY IS LOCATED INSIDE LEIGH CREEK CANAL COMPANY WATER RIGHTS.

THE BASIS OF BEARING FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT FROM GEODETIC NORTH (USING NAD 83(2011), EPOCH2010.0000), RESULTING IN A BEARING OF S 00°50'21" E BETWEEN MILE POST 196 AND MILE POST 195 ALONG THE IDAHO–WYOMING STATE LINE.

RECORD INFORMATION SHOWN HEREON ARE REFERENCED TO THOSE INSTRUMENTS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO AS; REC–A 90181, REC–B 114001, REC–C 234718, REC–D 121439

NO IMPROVEMENTS, FENCE–LINES, UNDERGROUND UTILITIES, SUBSURFACE IMPROVEMENTS, OR WETLANDS WERE MAPPED AS PART OF THIS SURVEY EXCEPT WHERE SPECIFICALLY INDICATED.

NO TITLE REPORT WAS PROVIDED FOR THE RECORD OF SURVEY, RESEARCH PERFORMED AS PART OF THIS SURVEY IS LIMITED TO ONLY CURRENT OWNERSHIP AND IT'S REFERENCE TO DATA AVAILABLE THROUGH TETON COUNTY, IDAHO GIS DEPARTMENT.

EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

CURRENT ZONING:(RN–5) RURAL NEIGHBORHOOD 5–ACRE AVG. DENSITY – LDR AUGUST 3, 2022
SETBACKS: FRONT=30 FEET, SIDES=30 FEET, REAR=40 FEET

PLAT NOTES:

LOT 2–ADJUSTED REMAINDER PARCEL OF 260 EAST 500 NORTH SUBDIVISION CONSERVATION PLAN:

MAXIMUM 0.75–ACRE BUILDING ENVELOPE, LOCATION TO BE DETERMINED.

MINIMUM 50–FOOT SETBACK FROM HOG CANAL FOR ANY BUILDINGS.

REPLACEMENT OF ANY TREES REMOVED FROM THE 50–FOOT SETBACK AT 2:1 RATIO.

RECORDER'S CERTIFICATE

AMENDED FINAL PLAT STATE LINE PLAT & AMENDED FINAL PLAT 260 EAST 500 NORTH SUBDIVISION

Being a Portion of the Gov't Lot 4 of Section 32
T.6N., R.46E., BOISE MERIDIAN,
TETON COUNTY, IDAHO
SHEET 1 OF 2

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com
PROJ. #: 24059_200E500N; DATE OCTOBER 06, 2025

CERTIFICATE OF OWNERS

THAT WE, THE UNDERSIGNED OWNERS AND PROPRIETORS HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED THE FOREGOING TRACT OF LANDS AS SHOWN HEREON;

THAT SAID SURVEY HAS BEEN PERFORMED WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS;

THAT I, ROBERT L. HUNTER CURRENTLY OWNS THOSE TRACTS OF LAND AS DESCRIBED IN THOSE DEEDS INSTRUMENT NUMBERS 114001 (N1/2 OF LOT 1 OF THE STATE LINE PLAT INSTRUMENT NUMBER 90181), AND 169064 (REMAINING PARCEL OF 260 EAST 500 NORTH MINI SUBDIVISION, AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO;

THAT I, EDWARD L. PITZER OWNS THAT TRACT OF LAND AS DESCRIBED IN DEED INSTRUMENT NUMBER 234718 (S1/2 OF LOT 1 OF THE STATE LINE PLAT INSTRUMENT NUMBER 90181), AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO;

THAT WE HEREBY CERTIFY THAT THE BOUNDARY LINE ADJUSTMENT OF THE AFOREMENTIONED TRACTS IS IN ACCORDANCE WITH THIS MAP CREATING LOT 1 AND 2 OF THE OF THE AMENDED FINAL PLAT OF THE STATE LINE SUBDIVISION AND LOT 2 OF THE AMENDED FINAL PLAT FOR 260 EAST 500 NORTH SUBDIVISION AS ILLUSTRATED HEREON;

THAT NORTHERN NOOK IS A PRIVATE ROAD AND IS NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID ROAD IS HEREBY PERPETUALLY RESERVED FOR INGRESS, EGRESS AND PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON;

THAT SAID AMENDED FINAL PLAT OF THE STATE LINE PLAT IS SUBJECT TO COUNTY ROAD EAST 5000 SOUTH AND NORTH STATE LINE ROAD;

THAT SAID AMENDED FINAL PLAT OF THE STATE LINE PLAT AND SAID AMENDED FINAL PLAT FOR 260 EAST 500 NORTH SUBDIVISION ARE SUBJECT TO THOSE COVENANTS, CODES AND RESTRICTIONS OF SAID FINAL PLATS;

THAT SAID PLAT AMENDMENT(S) ARE SUBJECT TO ANY OTHER EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AGREEMENTS AND OR ENCUMBRANCES OF SIGHT AND/OR RECORD;

STATE OF IDAHO)
SS)
COUNTY OF TETON)

ROBERT L. HUNTER OWNER DATE

ACKNOWLEDGEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT L. HUNTER THIS _____ DAY OF _____, 2025.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY RESIDING AT:

PRINTED NAME DATE:

STATE OF IDAHO)
SS)
COUNTY OF TETON)

EDWARD L. PITZER, MANAGER OWNER DATE
EDWARD L. PITZER LIVING TRUST

ACKNOWLEDGEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EDWARD L. PITZER, EDWARD L. PITZER LIVING TRUST MANAGER THIS _____ DAY OF _____, 2025.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY RESIDING AT:

PRINTED NAME DATE:

SURVEYOR'S CERTIFICATE

I, PATRICK W. GILROY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF AUGUST 2024 THROUGH JUNE 2025, AND FROM RECORDS ON FILE WITH THE OFFICE OF THE CLERK AND RECORDER, TETON COUNTY, IDAHO, AND THAT THIS PLAT CORRECTLY REPRESENTS THE POINTS AND CORNERS FOUND AT THE TIME OF SAID SURVEY AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS;

PATRICK W. GILROY
IDAHO PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 19140
DATED THIS__DAY OF_____, 2025

PROFESSIONAL LAND SURVEYOR LICENSED 19140 STATE OF IDAHO PATRICK W. GILROY
DRAFT

TETON COUNTY FIRE MARSHAL

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

TETON COUNTY FIRE MARSHAL DATE

HEALTH DEPARTMENT CERTIFICATE

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

EASTERN IDAHO PUBLIC HEALTH, EHS DATE

TETON COUNTY TREASURER'S CERTIFICATE

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

TETON COUNTY TREASURER DATE

TETON COUNTY ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR, IDAHO ON THE DATE SHOW, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED FOR FILING.

TETON COUNTY ASSESSOR DATE

PLANNING AND ZONING APPROVAL

THIS PLAT WAS PRESENTED TO THE TETON COUNTY, IDAHO PLANNING AND ZONING ADMINISTRATOR FOR THEIR ACCEPTANCE AND APPROVAL ON THE FOLLOWING DATE.

PLANNING AND ZONING ADMINISTRATOR DATE

BOARD OF COUNTY COMMISSIONERS

THIS PLAT WAS PRESENTED TO THE TETON COUNTY BOARD OF COUNTY COMMISSIONERS ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

BOARD OF COUNTY COMMISSIONERS, CHAIRPERSON DATE

CERTIFICATE OF PLAT REVIEW

I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF IDAHO, DID REVIEW THIS PLAT AND FIND THAT IT COMPLIES WITH IDAHO AND TETON COUNTY CODES AND APPROVE THIS PLAT TO BE RECORDED.

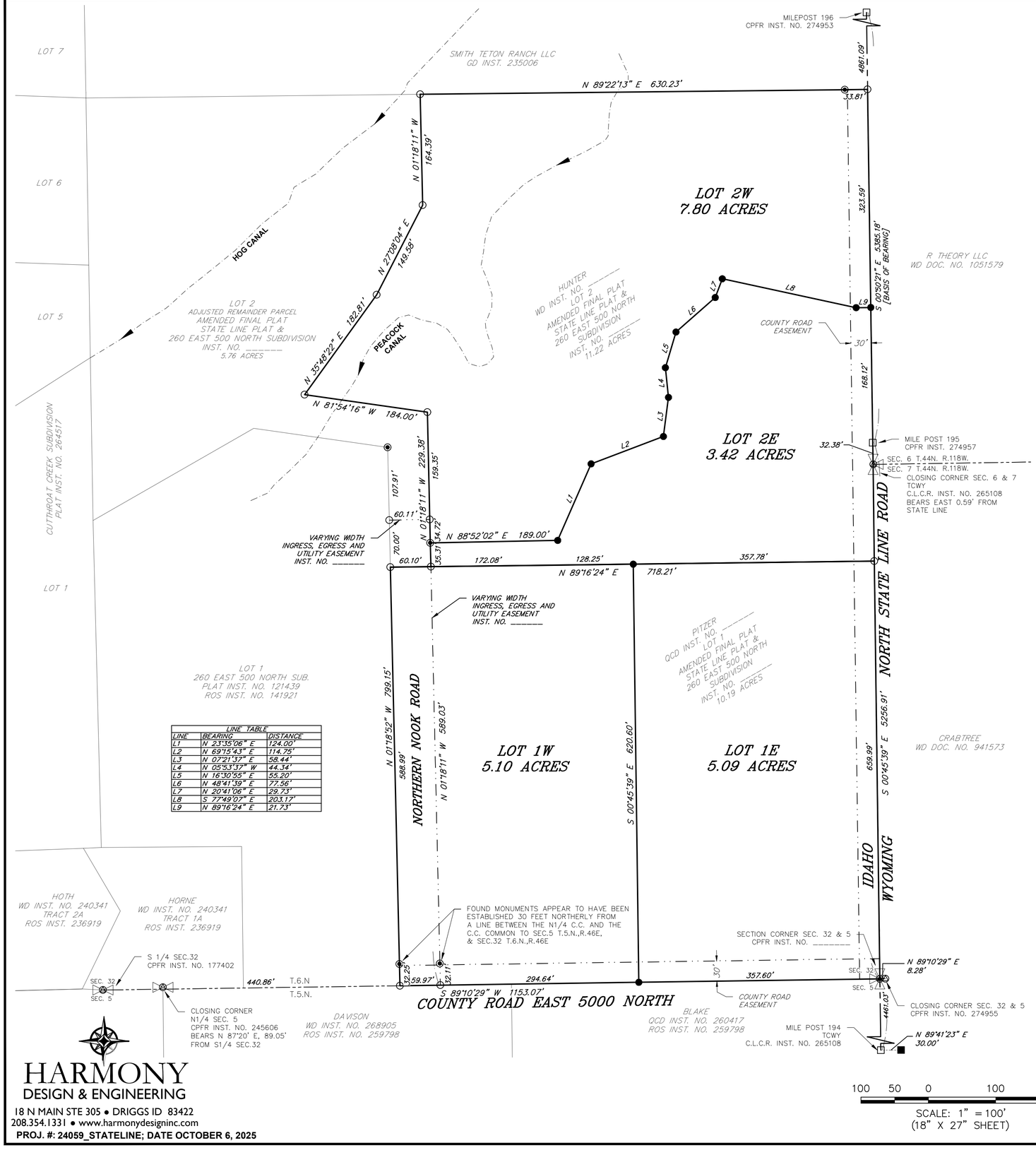
TETON COUNTY REVIEW SURVEYOR DATE

RECORDER'S CERTIFICATE

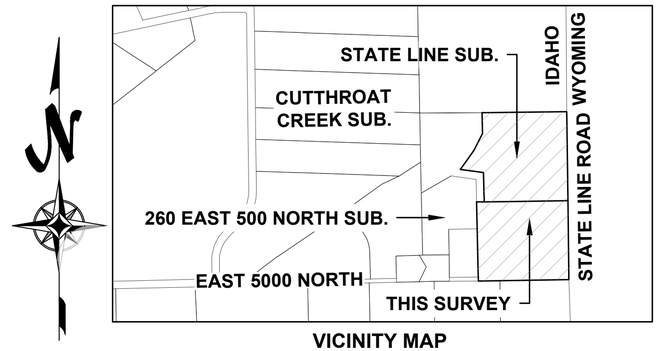
HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com
PROJ. #: 24059_200E500N; DATE OCTOBER 06, 2025

AMENDED FINAL PLAT
STATE LINE PLAT
&
AMENDED FINAL PLAT
260 EAST 500 NORTH SUBDIVISION

Being a Portion of the Gov't Lot 4 of Section 32
T.6N., R.46E., BOISE MERIDIAN,
TETON COUNTY, IDAHO
SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 23°35'06" E	124.00'
L2	N 69°15'43" E	114.75'
L3	N 07°21'37" E	58.44'
L4	N 05°53'37" W	44.34'
L5	N 16°30'55" E	55.20'
L6	N 48°41'39" E	77.56'
L7	N 20°41'06" E	29.73'
L8	S 77°49'07" E	203.17'
L9	N 89°16'24" E	21.73'



VICINITY MAP
NOT TO SCALE

LEGEND

- INDICATES A QUARTER CORNER MONUMENT WITH A CORNER RECORD ON FILE, FOUND THIS SURVEY AS NOTED
- INDICATES A CLOSING CORNER MONUMENT WITH A CORNER RECORD ON FILE, FOUND THIS SURVEY AS NOTED
- INDICATES AN IDAHO–WYOMING STATE LINE MONUMENT, FOUND THIS SURVEY AS NOTED
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "LS 2860", FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "LS 2727", FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "PLS 19140", FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER REBAR WITH A 1–1/2 INCH ALUMINUM CAP INSCRIBED "PLS 19140", SET THIS SURVEY
- LOT LINE
- IDAHO–WYOMING STATE LINE
- SECTION LINE
- EASEMENT LINE AS NOTED
- ADJOINING PARCEL LINE
- TIE LINE
- CENTERLINE CANAL

PROFESSIONAL LAND SURVEYOR LICENSED 19140 DRAFT STATE OF IDAHO PATRICK W. GILROY

SURVEYOR'S NARRATIVE

THE PURPOSE OF THE SURVEY IS TO: SUBDIVIDE LOT 1 AND LOT 2 OF THAT AMENDED FINAL PLAT OF STATE LINE PLAT AND 260 EAST 500 NORTH SUBDIVISION RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO AS INSTRUMENT NUMBER _____ CREATING LOT 1W, LOT 1E, LOT 2W, AND LOT 2E OF THE SECOND AMENDED FINAL PLAT OF STATE LINE PLAT AS ILLUSTRATED HEREON.

OVERLAYS: BIG GAME MIGRATION CORRIDORS AND SEASONAL RANGE

EACH LOT SHALL BE SERVICED BY INDIVIDUAL WELLS AND SEPTIC SYSTEMS.

ACCESS: COUNTY ROAD EAST 5000 NORTH

SUBDIVISION LOCATED OUTSIDE OF SPECIAL FLOOD HAZARD AREAS (SFHA) PER FIRM PANEL NO: 16081C0100C, EFFECTIVE AUGUST 4, 1988

THE SUBJECT PROPERTY IS LOCATED INSIDE LEIGH CREEK CANAL COMPANY WATER RIGHTS.

THE BASIS OF BEARING FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT FROM GEODETIC NORTH (USING NAD 83(2011), EPOCH2010.0000), RESULTING IN A BEARING OF S 00°50'21" E BETWEEN MILE POST 196 AND MILE POST 195 ALONG THE IDAHO–WYOMING STATE LINE.

RECORD INFORMATION SHOWN HEREON ARE REFERENCED TO THOSE INSTRUMENTS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO AS; REC–A 90181, REC–B 114001, REC–C 234718, REC–D 121439

NO IMPROVEMENTS, FENCE–LINES, UNDERGROUND UTILITIES, SUBSURFACE IMPROVEMENTS, OR WETLANDS WERE MAPPED AS PART OF THIS SURVEY EXCEPT WHERE SPECIFICALLY INDICATED.

NO TITLE REPORT WAS PROVIDED FOR THE RECORD OF SURVEY, RESEARCH PERFORMED AS PART OF THIS SURVEY IS LIMITED TO ONLY CURRENT OWNERSHIP AND IT'S REFERENCE TO DATA AVAILABLE THROUGH TETON COUNTY, IDAHO GIS DEPARTMENT.

EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

CURRENT ZONING:(RN–5) RURAL NEIGHBORHOOD 5–ACRE AVG. DENSITY – LDR AUGUST 3, 2022
SETBACKS: FRONT=30 FEET, SIDES=30 FEET, REAR=40 FEET

RECORDER'S CERTIFICATE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

PROJ. #: 24059_STATELINE; DATE OCTOBER 6, 2025

SECOND AMENDED FINAL PLAT
STATE LINE PLAT

Being a portion of the Gov't Lot 4 of Section 32
T.6N., R.46E., BOISE MERIDIAN,
TETON COUNTY, IDAHO
SHEET 1 OF 2

CERTIFICATE OF OWNERS

THAT WE, THE UNDERSIGNED OWNERS AND PROPRIETORS HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED THE FOREGOING TRACT OF LANDS AS SHOWN HEREON;

THAT SAID SURVEY HAS BEEN PERFORMED WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS;

THAT I, ROBERT L. HUNTER CURRENTLY OWNS THAT TRACT OF LAND AS DESCRIBED IN THAT DEED INSTRUMENT NUMBER _____ (LOT 2 OF THE AMENDED FINAL PLAT OF STATE LINE PLAT AND 260 EAST 500 NORTH SUBDIVISION INSTRUMENT NUMBER _____) AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO;

THAT I, EDWARD L. PITZER OWNS THAT TRACT OF LAND AS DESCRIBED IN THAT DEED INSTRUMENT NUMBER _____ (LOT 1 OF THE AMENDED FINAL PLAT OF STATE LINE PLAT AND 260 EAST 500 NORTH SUBDIVISION INSTRUMENT NUMBER _____), AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF TETON COUNTY, IDAHO;

THAT WE HEREBY CERTIFY THAT THE SUBDIVISION OF THE AFOREMENTIONED TRACTS IS IN ACCORDANCE WITH THIS MAP CREATING LOT 1W, LOT 1E, LOT 2W, AND 2E OF THE OF THE SECOND AMENDED FINAL PLAT OF THE STATE LINE PLAT AS ILLUSTRATED HEREON;

THAT NORTHERN NOOK IS A PRIVATE ROAD AND IS NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID ROAD IS HEREBY PERPETUALLY RESERVED FOR INGRESS, EGRESS AND PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON;

THAT SAID SECOND AMENDED FINAL PLAT OF THE STATE LINE PLAT IS SUBJECT TO COUNTY ROAD EAST 5000 SOUTH AND NORTH STATE LINE ROAD;

THAT SAID SECOND AMENDED FINAL PLAT OF THE STATE LINE PLAT IS SUBJECT TO THOSE COVENANTS, CODES AND RESTRICTIONS OF SAID FINAL PLAT AND AMENDED FINAL PLAT;

THAT SAID PLAT AMENDMENT IS SUBJECT TO ANY OTHER EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AGREEMENTS AND OR ENCUMBRANCES OF SIGHT AND/OR RECORD;

STATE OF IDAHO)
SS)
COUNTY OF TETON)

ROBERT L. HUNTER OWNER DATE

ACKNOWLEDGEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT L. HUNTER THIS _____ DAY OF _____, 2025.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY RESIDING AT:

PRINTED NAME DATE:

STATE OF IDAHO)
SS)
COUNTY OF TETON)

EDWARD L. PITZER, MANAGER OWNER DATE
EDWARD L. PITZER LIVING TRUST

ACKNOWLEDGEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EDWARD L. PITZER, EDWARD L. PITZER LIVING TRUST MANAGER THIS _____ DAY OF _____, 2025.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY RESIDING AT:

PRINTED NAME DATE:

SURVEYOR'S CERTIFICATE

I, PATRICK W. GILROY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF AUGUST 2024 THROUGH _____ 2025, AND FROM RECORDS ON FILE WITH THE OFFICE OF THE CLERK AND RECORDER, TETON COUNTY, IDAHO, AND THAT THIS PLAT CORRECTLY REPRESENTS THE POINTS AND CORNERS FOUND AT THE TIME OF SAID SURVEY AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS;

PATRICK W. GILROY
IDAHO PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 19140
DATED THIS__DAY OF_____, 2025

PROFESSIONAL LAND SURVEYOR LICENSED 19140 STATE OF IDAHO PATRICK W. GILROY
DRAFT

TETON COUNTY FIRE MARSHAL

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

TETON COUNTY FIRE MARSHAL DATE

HEALTH DEPARTMENT CERTIFICATE

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

EASTERN IDAHO PUBLIC HEALTH, EHS DATE

TETON COUNTY TREASURER'S CERTIFICATE

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

TETON COUNTY TREASURER DATE

TETON COUNTY ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR, IDAHO ON THE DATE SHOW, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED FOR FILING.

TETON COUNTY ASSESSOR DATE

PLANNING AND ZONING APPROVAL

THIS PLAT WAS PRESENTED TO THE TETON COUNTY, IDAHO PLANNING AND ZONING ADMINISTRATOR FOR THEIR ACCEPTANCE AND APPROVAL ON THE FOLLOWING DATE.

PLANNING AND ZONING ADMINISTRATOR DATE

BOARD OF COUNTY COMMISSIONERS

THIS PLAT WAS PRESENTED TO THE TETON COUNTY BOARD OF COUNTY COMMISSIONERS ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

BOARD OF COUNTY COMMISSIONERS, CHAIRPERSON DATE

CERTIFICATE OF PLAT REVIEW

I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF IDAHO, DID REVIEW THIS PLAT AND FIND THAT IT COMPLIES WITH IDAHO AND TETON COUNTY CODES AND APPROVE THIS PLAT TO BE RECORDED.

TETON COUNTY REVIEW SURVEYOR DATE

RECORDER'S CERTIFICATE

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com
PROJ. #: 24059_STATELINE; DATE OCTOBER 6, 2025

SECOND AMENDED FINAL PLAT
STATE LINE PLAT

Being a portion of the Gov't Lot 4 of Section 32
T.6N., R.46E., BOISE MERIDIAN,
TETON COUNTY, IDAHO
SHEET 2 OF 2

REQUEST FOR A VARIANCE (WETLANDS) APPEAL

REASON FOR REQUEST: DEVELOPMENT IN THE 50' WETLAND SETBACK
LOCATION: 7284 N LEIGH CREEK RD. NEAR TETONIA, IDAHO
PREPARED FOR: TETON COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING ON OCTOBER 27, 2025

LANDOWNER: My Own Private Idaho, LLC
APPLICANT: Harmony Design & Engineering, Ted Van Holland

REQUEST: The applicant is requesting an appeal of the previous denial of a variance by the Planning and Zoning Commission to encroach on the Wetland-2 50' setback. The variance would have allowed encroachment by the driveway and a portion of the proposed residence with the 50' setback of a delineated wetland.

APPLICABLE COUNTY CODE: Land Development Code, Sections 4-9, 4-15 and 5-4-2.
PARCEL NUMBER: RP06N46E290900
LEGAL DESCRIPTION: TAX #6128 SEC 29 T6N R46E
ZONING DISTRICT: FH-20, Foothills Priority Protection
PROPERTY SIZE: 15.01 Acres

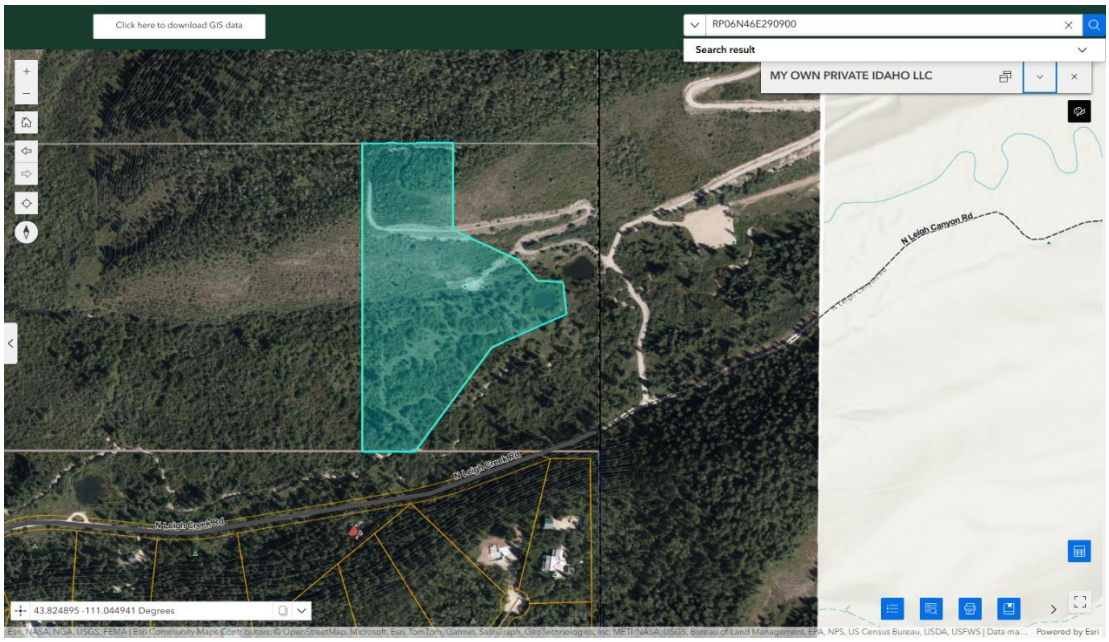


Figure 1. Vicinity Map. Subject Parcel Highlighted Blue.

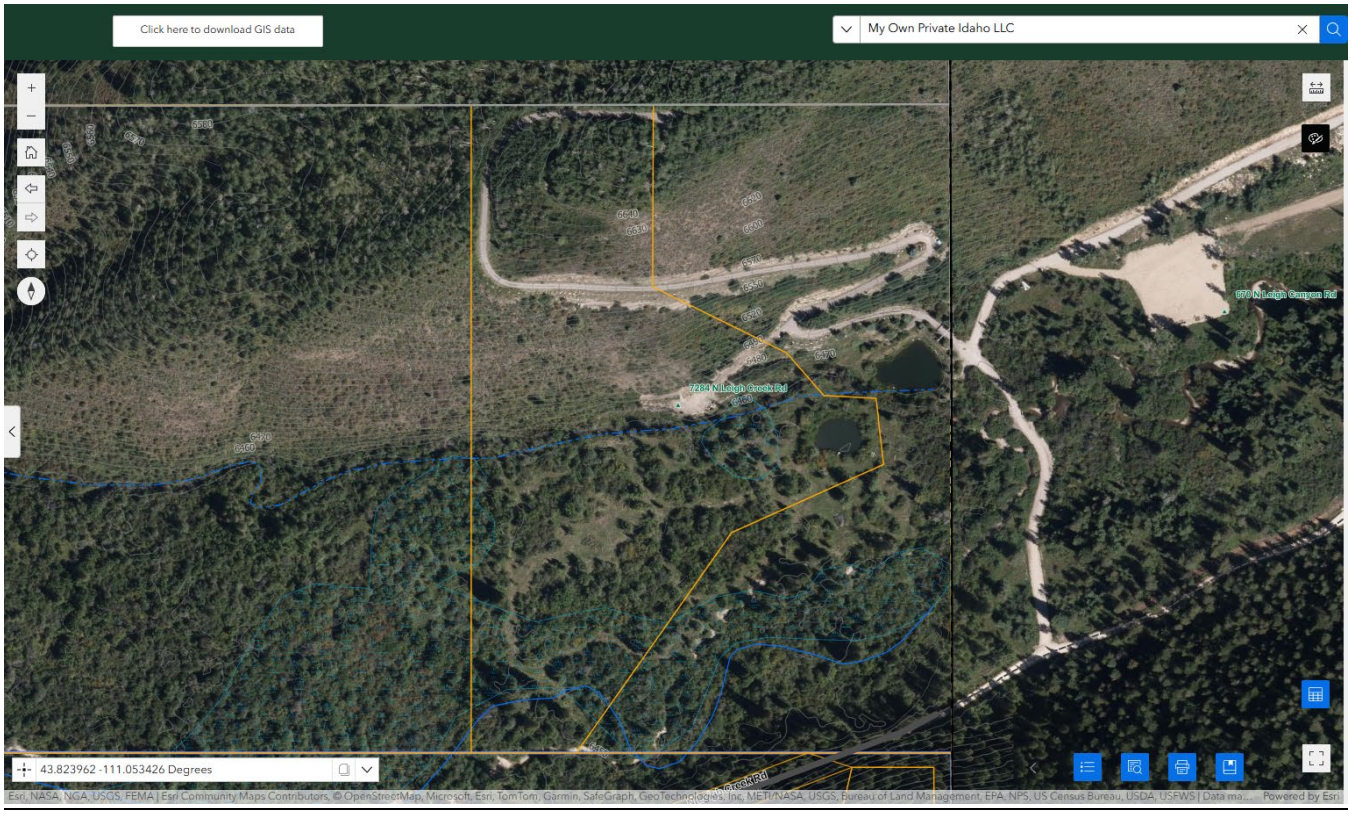


Figure 2. Hydrography / Irrigation Layer

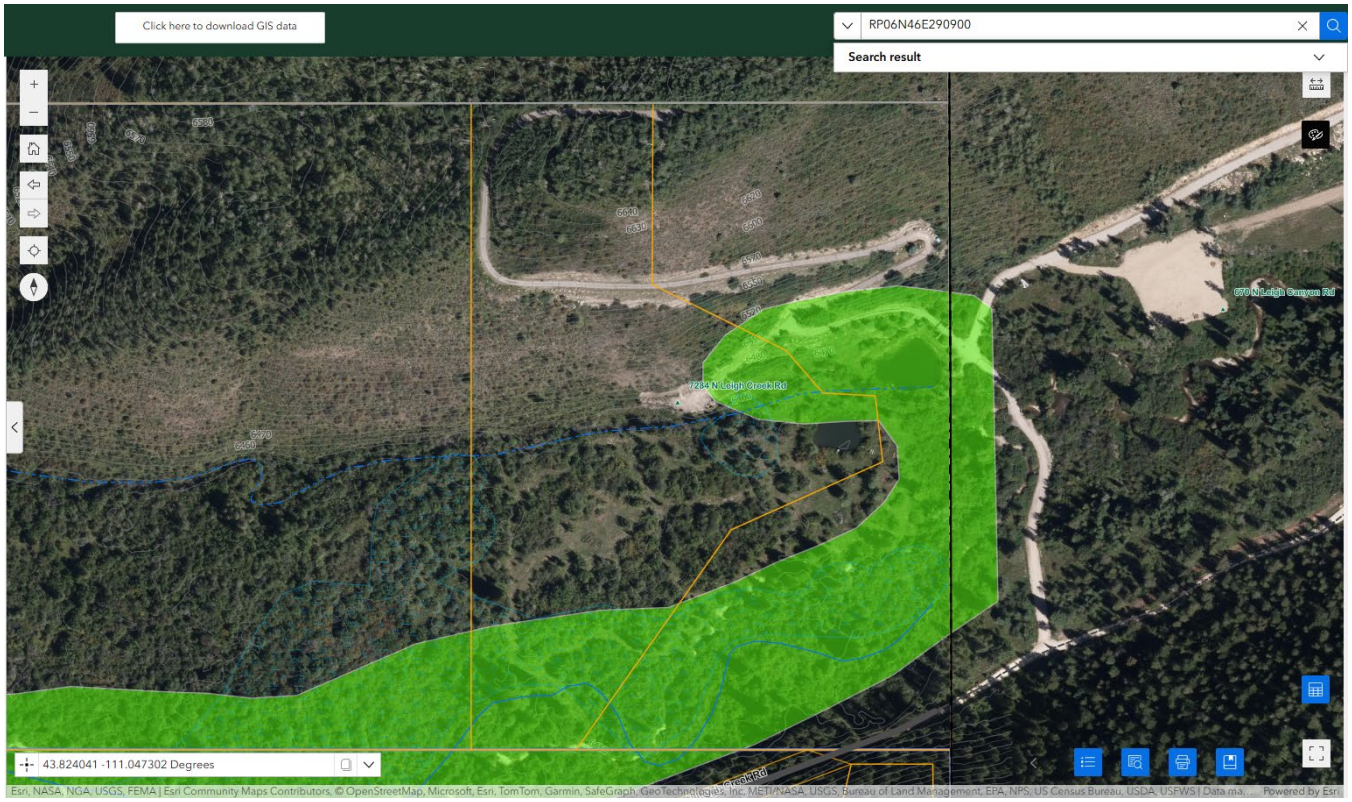


Figure 3. Hydrography / Irrigation and Effective Flood Hazard Area Layer

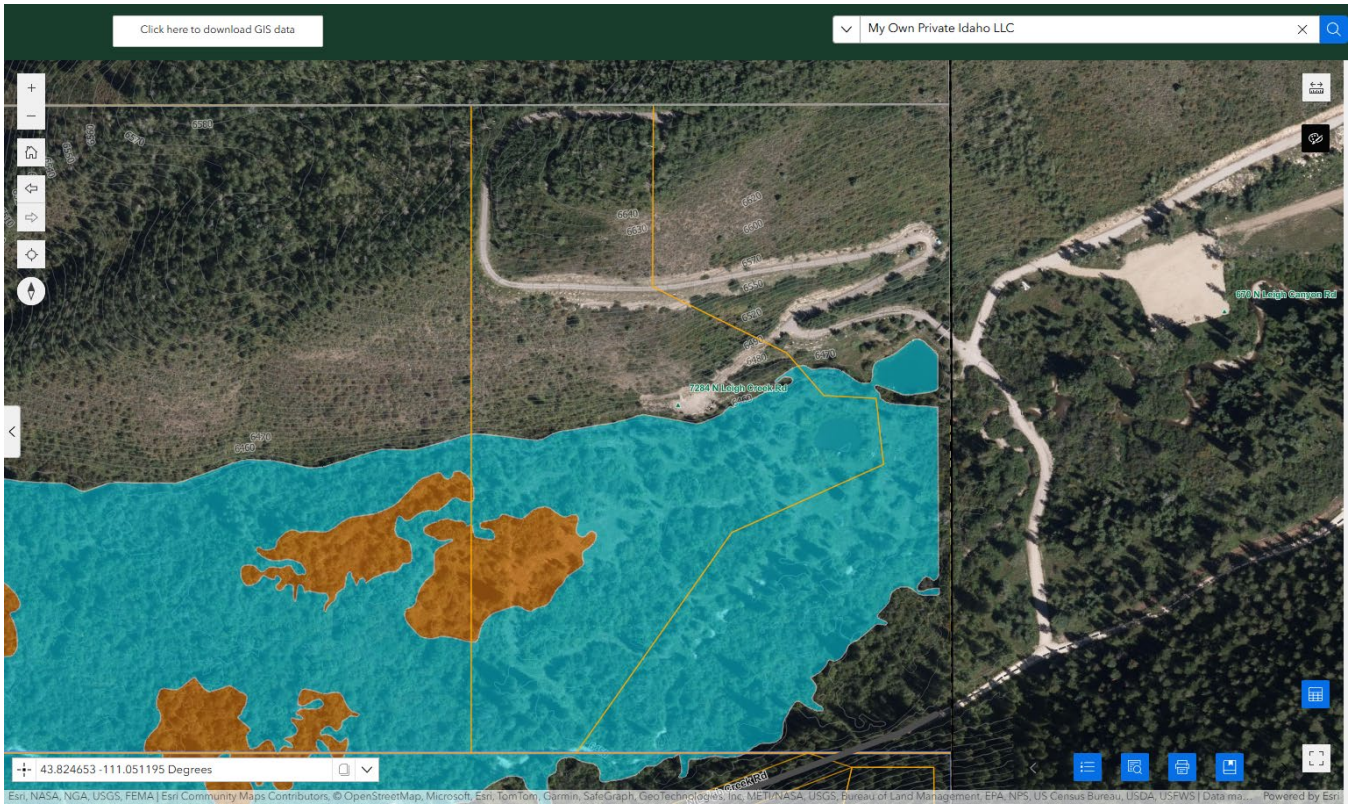


Figure 4. Preliminary Flood Hazard Area (from FEMA, as of August 15, 2024)

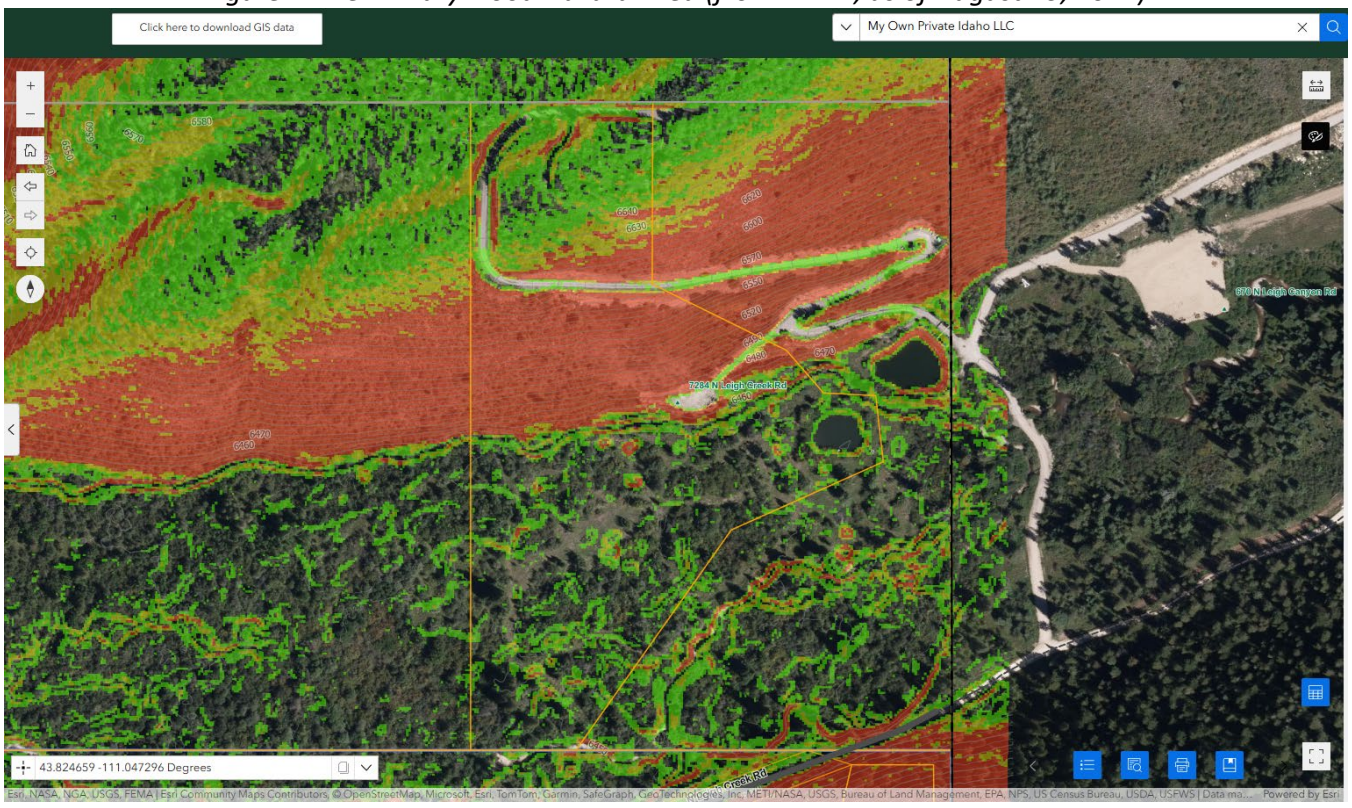


Figure 5. Slope % Layer (Red is slopes greater than 30%)

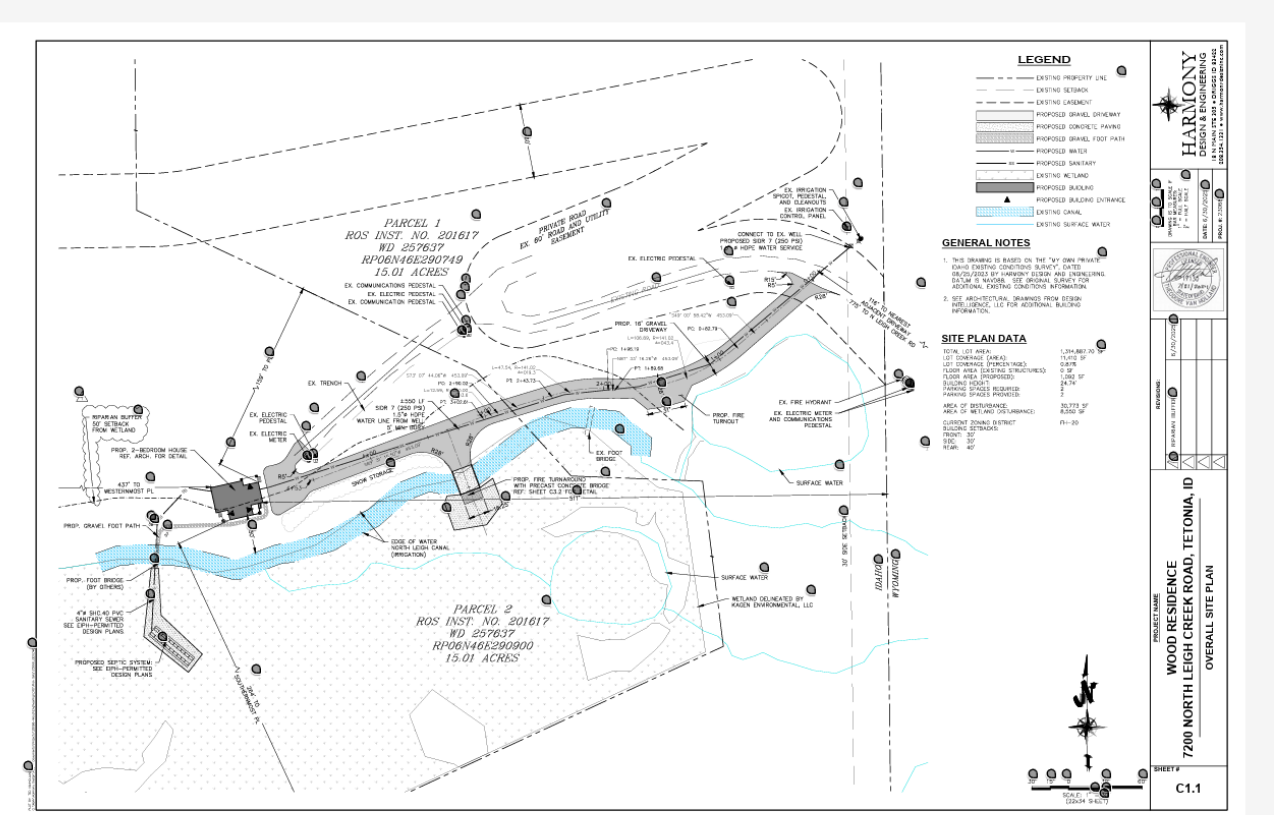


Figure 6. Site Plan

Project Background (from applicant): Parcel 2 is proposed for development that is predominantly consistent with Record of Survey (ROS) 201617 (Figure 7). Teton County originally applied for and obtained a Right-of-Way (ROW) from the Bureau of Land Management in 1994. An entry road and bridge were subsequently constructed in the BLM Right of Way around 2002, in conjunction with other driveway construction on the two private parcels. The two parcels owned by the applicant are the only two Idaho properties which are directly accessed by this ROW. A property owner in Wyoming has also used this ROW for access since 2018. Driveways and a building pad were graded in 2002. The pad is approximately where the building envelope is depicted on the ROS # 201617. The existing 2002-constructed driveways do not meet current Teton County requirements for grade, width, pull-outs, or turn radius (via reference to 2018 Internation Fire Code). The land surrounding the existing driveways is hillside steeper than 30%, where grading is prohibited by the LDC 5-2-5. A compliant driveway to the designated building pad is feasible by using a small strip of land between the steep slopes and the existing 20-foot wide North Leigh Canal. Because there is not enough room at the building pad for a full-sized emergency vehicle access turnaround, a driveway spur with a bridge over the canal is proposed. The pre-cast concrete, single span bridge is sized to accommodate the emergency vehicle turn-around requirements and completely spans the existing canal to the opposite bank. The southern bank of the canal essentially demarcates the start of the extensive wetlands on the property, within the densely vegetated floodplain of North Leigh Creek. A wetlands delineation was performed on the property, and a Jurisdictional Determination (JD) was made by the US Army Corps of Engineers in 2020. The coverage of these wetlands is depicted on the GEC plans, and comprises the vast majority of the lot area that is not on steep hillside. Based on this JD, the proposed driveway and a portion of the house is within the 50-foot setback from delineated wetlands.

Staff Comment

It should be noted that the application did not include explicit consideration that the septic drain field would also be placed within the wetland's setback or wetlands. This should likely be considered in the implicit scope of the request as is would be considered "development."

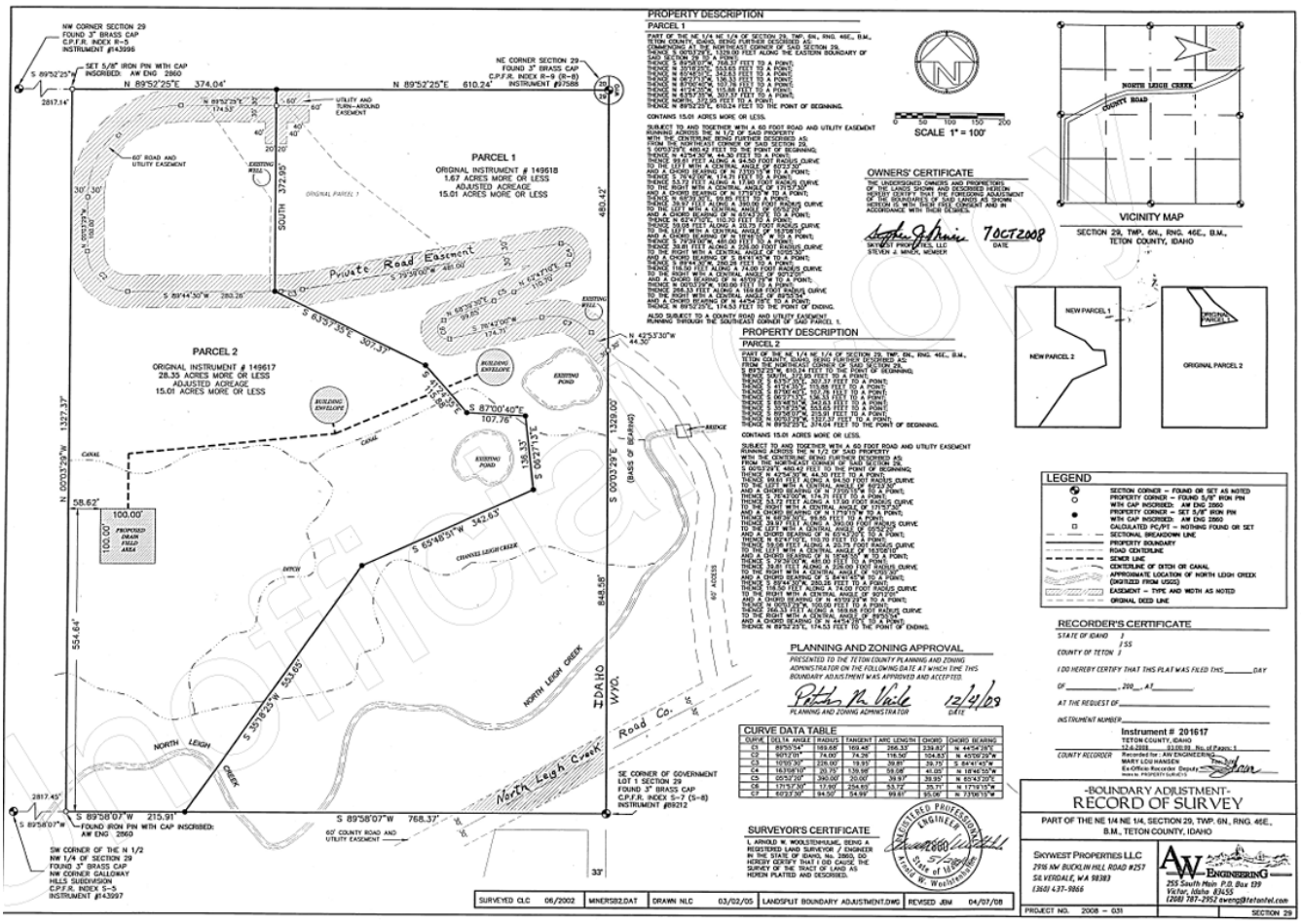


Figure 7. Record of Survey

The Variance request specifically pertains to the following development standards in the Land Development Code:

1. **TCC 5-4-2 (C)** Setback requirement: all physical development and use is required to be set back from specified resources as shown in Table 7.

OVERVIEW OF VARIANCE APPROVAL:

9-4: Variances can only be approved for the modification of the bulk and placement requirements of the LDC as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, height of buildings, or other LDC provisions affecting the size or shape of a structure of the placement of the structure upon lots, or the size of lots, as outlined in Idaho State Code 67-6516. Variances are considered through a quasi-judicial process.

Idaho State Code 67-6516 – "A variance shall not be considered a special privilege, but may be granted to an applicant only upon showing of undue hardship because of characteristics of the site and that the variance is not in conflict with public interest."

PLANNING & ZONING REVIEW HISTORY:

On July 8, 2025, the Teton County Planning & Zoning Commission ("PZC") held a public hearing for the Variance Request for My Own Private Idaho LLC property located at 7284 N Leigh Creek Rd. near Tetonia.

Review Criteria	Staff Analysis
1. If the variance application relates to a public-school facility, that the subject property is appropriate for development allowed in the proposed Zoning District, including the impacts authorized for review under Idaho Code section 67-6519(3).	Application does not pertain to a public school facility.
2. A literal interpretation of the provisions of the LDC would effectively deprive the applicant of rights commonly enjoyed by other properties of the Zoning District in which the property is located;	A literal interpretation of the LDC standard would not allow development within wetland areas and riparian area setbacks. A 50' setback is required along wetland areas under LDC 5-4-2. The prohibition of development in riparian buffers may constitute an undue hardship due to location of wetlands and steep slopes on the parcel. This should be discussed by the P&Z (and subsequently the BoCC).
3. Granting the requested variance will not confer upon the property of the applicant any special privileges that are denied to other properties of the Zoning District in which the property is located;	The applicant's narrative references the LDC which states that developing in the FH-20 Zone is a "by-right use", not a special privilege. The nature of the parcel, with abundant wetlands and steep slopes, would make developing outside of established building envelopes extremely difficult and create new disturbances on the parcel.
4. The requested variance will be in harmony with the purpose and intent of the LDC and will not be injurious to the neighborhood or to the general welfare;	The applicant's narrative states that the proposed development minimizes encroachment into riparian elements to the greatest extent possible without violating other provisions in the code. Relocating the proposed single, residential house development to fully comply with wetland setback restrictions would entail substantial re-grading of the steep slopes that lie above the existing building pad. The driveway is designed to fully comply with Emergency Vehicle Access requirements required in Teton County. Public comments received generally reference the high value wetlands located on the parcel and the belief that alternative building sites exist.
5. The special circumstances are not the result of the actions of the applicant;	The applicant's narrative states that the owner has not developed the property or altered the boundaries since purchasing the parcel in 2019. The development plans do generally align with building envelopes noted on the 2008 Record of Survey. The adoption of the new Land Development Code in 2022 necessitates the requirement for improving the

	driveway and the need for the turnaround for emergency vehicles.
6. The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure;	The applicant's narrative references the presence of steep slopes throughout the parcel that are also limited for development by the LDC. The presence of significant wetlands and steep slopes throughout the parcel would make a variance request inevitable, no matter where a proposed single-family home was located. The applicant states that "the minimum appurtenant site development is proposed to comply with other provisions of the LDC, as well as State and Federal regulations."
7. The variance does not permit a use of land, buildings or structures, which are not permitted by right in the Zoning District or the LDC, including Chapter 5;	The applicant's narrative states that "development of a single-family dwelling and appurtenant access and utilities are allowed by right in the FH-20 zone." Staff review confirms that the variance does not permit a use of land, buildings or structures, which are not permitted by right in the Zoning District or the LDC, including Chapter 5.
8. Granting of the variance is not in conflict with the public interest;	The applicant's states that it is in the public interest to permit the reasonable development of land for fundamental residential purposes consistent with private property rights.
9. The variance does not reduce the lot size below the minimum lot size allowed in the Zoning District, except as provided in section 1-8.	The application is not proposing to modify the lot size.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE:

Idaho Code, Title 67, Section 67-6509, 67-6511, 67-6512, and the Teton County Land Development Code Sections 4-15-C, 4-9-C, and 4-2-D. The public hearing for the Planning & Zoning Commission was duly noticed in the Teton Valley News on October 8th and October 15th, 2025. A notification was sent via mail to surrounding property owners within a 300-foot buffer area on October 3rd, 2025. A notice was also posted on the property providing information about the public hearing on October 20th, 2025.

REVIEW & INTER-AGENCY COMMENTS:

All related documents are attached.

- **Email dated June 17, 2025 from Teton County Fire Marshal Earle Giles**
  Fire Department Apparatus Access will be evaluated for approval when a building permit is submitted.
- **Email dated June 17, 2025 from Katarina Whitson, Eastern Idaho Public Health**
  Septic system setbacks and installation must still be in compliance with IDAPA 58.01.03 regardless of any variances issued by the County.

RECCOMENDATION:

The Planning Administrator and Senior Planner conducted a site visit on July 2, 2025. The challenges of developing this parcel for a single-family home were readily apparent: the property is dominated by steep slopes exceeding 30% and extensive wetlands, with an irrigation canal running through the lower portion. The existing access driveway and building pads were originally constructed in 2002, prior to the current owner's purchase in 2019.

After consulting with the applicant's engineer, it was evident that all reasonable options for relocating the home outside of the wetland setbacks had been thoroughly explored. Relocating the proposed home to fully comply with wetland setback requirements would necessitate substantial regrading of the steep slopes above the existing building pad, resulting in significant additional disturbance—and would still likely require a variance.

Additionally, the adoption of the new Land Development Code in 2022 now requires improvements to the driveway and the inclusion of a turnaround for emergency vehicles. The applicant's engineer considered multiple alternatives for meeting the turnaround requirement; however, all options aside from bridging the canal would cause considerable disturbance to steep hillsides.

Given these site constraints, the presence of existing improvements that limit further disturbance, and the applicant's demonstrated efforts to minimize impacts, staff recommends approval of the variance request, subject to conditions.

PLANNING & ZONING DECISION

The Planning and Zoning Commission, following public hearing, made a decision not to approve the requested variance. The written decision included the following information.

In the sense described in LDC § 4-9(E)(5), the PZC finds that the "special circumstances" that require the variance now sought by the applicant include the location in which the applicant is putting the home it desires to build on this property. That circumstance—i.e., the location of the proposed home on this property—is clearly the result of actions and choices made by the applicant. See LDC § 4-9(E)(5).

As to the "minimum variance" issue that is the subject of LDC § 4-9(E)(6), the PZC finds that this proposed use of the land and of this specifically-proposed building or structure (the home) could be accomplished in another location on this same property that would require less of a variance than what is sought in this application. Therefore, this application cannot be considered "the minimum variance" possible necessary to "make possible the proposed use of the land, building, or structure". LDC § 4-9(E)(6).

Further, the PZC must assess whether this application "is not in conflict with the public interest". LDC § 4-9(E)(8). As evinced in the LDC, the policy of Teton County has been implemented to protect a significant public interest in the wetlands and riparian corridors within Teton County. Among other things, this public interest is demonstrated in the 50-foot setback requirement specified in LDC § 5-4-2(C). While there are other public interests in allowing development, the PZC finds that, given the alternatives available to this applicant in relation to this proposal on this property, there are other steps that the applicant can take (but has not done) that would allow the development of this property while requiring less of a variance. As a result, this current proposal is not in the public interest, because reasonable steps can be taken to allow development of this property as proposed while also protecting the public interest in wetlands.

MOTION

For these reasons, on July 8, 2025, the PZC passed a verbal motion as follows:

Having concluded that the Review Criteria of a Variance found in Chapter 4-9 of the Land Development Code have not been satisfied in the application materials submitted June 12, 2025, the Planning & Zoning Commission DENIES the Variance sought by My Own Private Idaho LLC for its property, which variance relates to LDC § 5-4-2(C) as requested, for the following reasons:

> *1. Criteria #5: the proposal does appear to offer special circumstances due to inaction by the owner to consider alternative home location than the one that was previously outlined in their proposal from*

February 29th;

2. Criteria #6: the disturbance does not appear to be the minimum variance that could be requested;

3. Criteria #8: based on public comment the variance does appear to be in conflict with the public's interest.

Commissioner Carl Kohut made the motion. Commissioner James Weber seconded the motion. No additional discussion.

AYES: James Weber, Tyler Wertenbruch, Wyatt Penfold, and Carl Kohut
NAYES: None

CONCLUSIONS

Having given due consideration to the application and materials presented, and to the review criteria in Teton County Land Development Code § 4-9, the Teton County Planning & Zoning Commission hereby makes the following conclusions:

1. The proper legal requirements for advertisement of the public hearing have been fulfilled as required by Idaho Code, Title 67 and Chapter 4-2(0) of Teton County LDC. The public hearing for the Planning & Zoning Commission was duly noticed in the Teton Valley News on May 21 and May 28, 2025. A notification was sent via mail to surrounding property owners within a 300-foot buffer area on May 16, 2025. A notice was also posted on the property providing information about the public hearing on May 27, 2025.
2. The review criteria in LDC § 4-9 for the proposed variance are not satisfied, specifically subsections 5 ,6, and 8 of LDC § 4-9(E).
3. The request specifically appears to offer special circumstances due to inaction by the owner to consider alternative home location than the one that was previously outlined in their proposal from February 29th.
4. The disturbance does not appear to be the minimum variance that could be requested.
5. Based on public comments, the variance does appear to be in conflict with the public's interest.
6. Therefore, this application is hereby DENIED by the Teton County Planning & Zoning Commission.

SUMMARY – REQUEST FOR APPEAL (Harmony Design & Engineering, September 12, 2025)

The appeal challenges the Teton County Planning and Zoning Commission's (PZC) denial of a variance to allow construction of a two-bedroom home and associated site improvements within the riparian buffer. The PZC found that three of nine variance criteria were unmet—specifically, that (1) the hardship resulted from the applicant's actions, (2) the variance was not the minimum necessary, and (3) approval conflicted with the public interest.

The appellant argues these findings are unsupported by facts. The parcel is heavily constrained by steep slopes (over 30%) and extensive wetlands, leaving no feasible alternative building site. The existing driveway, built before current regulations, provides the only compliant emergency vehicle access. The appeal maintains that these constraints and regulatory changes—not any action by the current owner—create the hardship.

Engineering analyses comparing potential alternative house sites show that moving the home outside the riparian buffer would require far greater disturbance and grading. The proposed design minimizes cut-and-fill and complies with fire access standards.

The appellant further notes that the U.S. Army Corps of Engineers authorized minimal wetland impacts under Nationwide Permit #29 (less than 1% of total wetland area). They argue denial of the variance prevents any

reasonable residential use of the property, amounting to an unfair restriction inconsistent with the public interest and Idaho law.

Conclusion:

The appeal requests that the Board of County Commissioners overturn the PZC's denial, asserting that no alternative compliant location exists, the applicant did not create the hardship, and limited encroachment into the previously disturbed riparian buffer is necessary and reasonable.

APPEAL PUBLIC COMMENT: Staff received seven new public comment letters for the appeal, one of which was a Change.org petition with 20 individual signatures. Four of the letters were against granting the variance, including the petition with multiple signers. Three of the letters expressed support for the parcel owner.

BOARD OF COUNTY COMMISSIONERS ACTION:

A. AFFIRM the Planning and Zoning Commission decision to deny the Variance request, having provided the reasons and justifications for the affirmation.
B. OVERTURN the Planning and Zoning Commission decision to deny Variance request, having provided the reasons and justifications for overturning the decision, thus granting the variance request.
C. MODIFY the original Planning and Zoning Commissions denial of the Variance request, specifying how the request is modified and providing the reasons and justifications for the modifications to the application request, or adding conditions.
D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.

MOTIONS:

AFFIRMATION
Having concluded that the Review Criteria of a Variance and other code found in the Teton County Land Development Code, Sections 4-9, 4-15 and 5-4-2, cannot be satisfied, I move to AFFIRM the Planning and Zoning Commission's Action to DENY the Variance for My Own Private Idaho, LLC as requested in the application materials submitted September 12, 2025, for the following reasons:

OVERTURNING
Having concluded that the Review Criteria of a Variance and other code found in the Land Development Code, Sections 4-9, 4-15 and 5-4-2, can be satisfied (with the inclusion of the following conditions of approval, (if any)), I move to OVERTURN the Planning and Zoning Commission decision and APPROVE the Variance for My Own Private Idaho, LLC as requested in the application materials submitted September 12, 2025 with the following findings:

MODIFICATION
Having Reviewed the Criteria of a Variance and other code found in the Teton County Land Development Code, Sections 4-9, 4-15 and 5-4-2, I move to MODIFY the Planning and Zoning Commission decision to DENY the variance in the following way and with the following findings:

CONTINUE
Having Reviewed the Criteria for an Appeal and Variance found in the Teton County Land Development Code, Sections 4-9, 4-15 and 5-4-2, I move to CONTINUE the Board of County Commissioner's Public Hearing with reasons given as to the continuation or need for additional information to a future date & time...

Attachments:

A. Appeal Application
B. BoCC Appeal Narrative
C. U.S. Army Corp Nationwide Permit
D. Parcel Survey
E. BLM Right of Way Approval
F. Grading & Erosion Control Overall Site Plan
G. Grading & Erosion Control Complete Plan Set
H. Appeal Public Comment
I. Original Variance Request Public Comment
J. Variance Written Decision
K. Proposed Driveway 1
L. Proposed Driveway 2

End of Staff Report

Prepared by Dan Leemon, Senior Planner

Planning & Zoning Department

APPEALS AND RECONSIDERATION

Appeals and reconsideration provide the remedy of appeal from and requests for reconsideration of final decisions made by the Administrator, PZC, BoCC, or other County official. An applicant or affected person may avail themselves of these administrative remedies in accordance with section 4-16 of the LDC. An appeal of a decision will be reviewed by the PZC or BoCC (specified in table in section 4-1-1-). Appeals and requests for reconsideration must be filed with the Administrator within 14 calendar days of the date of a written decision. Any applicant of affected person seeking judicial review of a written decision must first request reconsideration of the final decision.

For Office Use Only

Fees Paid

☐ Check # _____ ☐ Credit Card ☐ Cash _____

Fees are non-refundable.

Requirement for Submittal: Ensure all requirements are included. *Incomplete applications will not be put on hold.* Incomplete and partial applications will be returned to applicant.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Applicant Info:

Applicant Name: Harmony Design & Engineering

Email: [email redacted] Phone: ( ) [phone redacted]

Primary Contact (if not applicant): Ted Van Holland, P.E.

Appeal/Request Info:

Topic of Final Decision: Variance to riparian buffer

Decision made by: ☒ PZC ☐ BoCC ☐ Planning Administrator ☐ Other County official

Short Summary of Appeal/Request: Request for Appeal of PZC decision before BoCC. see attached document for narrative grounds for appeal.

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and reviewed by the Planning Administrator and scheduled for public hearing.

Applicant Signature: _____ Date: 9/12/2025

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

Owner Signature: _____ Date: 09/12/25

Checklist

All items need digital copies as well as paper copies.

- ☐ A notice of appeal or request for reconsideration must be filed on a complete application form provided by the Department.
- ☐ The application must include a narrative description of the basis for the appeal or request for reconsideration, including the specific deficiencies of the decision alleged by the applicant or affected person.

SECTION III: PLANNING ADMINISTRATOR/DESIGNEE REVIEW/ACTION

Application is submitted on the _____ day of _____ , 20___.

Application is deemed complete and accepted on the _____ day of _____ , 20___.

Narrative to Accompany Request for Appeal

Introduction:

An application for variance to develop within the riparian buffer, allowing construction of a two-bedroom house and required site improvements, was denied by the Planning and Zoning Commission (PZC). The applicant now seeks appeal of that decision before the Board of County Commissioners. The PZC written decision concluded that three of the required nine criteria for a variance approval were not met. The common presumption among these three unmet findings is that there exists an alternative location on the subject parcel to accommodate the proposed development that would be more compliant with the Teton County Land Development Code. No indication of where such an alternative location was provided by the Commission in the written decision. The facts presented in this narrative demonstrate that no such alternative location exists on the parcel to further minimize nor eliminate the need for a variance permit.

Background:

A hearing of the variance permit application was held before the Planning and Zoning Commission on July 8, 2025. The Senior Environmental Planner and the Planning Administrator each presented information to the Commission based on their review of the complete application, public comment received, and their own impressions from having visited the subject parcel. The Planning staff recommended approval of the variance, having concluded that all required review criteria under LDC SS 4-9-E were met. They concurred with the Idaho-licensed Professional Engineer, who prepared the project Site Plans, that the proposed encroachment into the riparian buffer was the minimal variance for the proposed development, and met the required emergency vehicle access provisions (5-6-2-D-1 & 2) and avoided extensive disturbance and regrading of steep slopes (5-2-5-C-2). The location proposed for the 1,092-square foot, 2-bedroom single family residence was consistent with the building envelope depicted on the County-approved, 2008 Record of Survey (Inst. # 201617). By proposing to site the house on land that was previously graded for this use around 2002-2003 by a prior owner, the proposed design "*minimizes cut-and-fill that alters natural terrain*" (LDC 5-2-1 C.2).

The written, signed denial by the P&Z was provided to the applicant on 8/29/25 and identified three of the nine required review criteria were found to be unmet. These criteria are stated in LDC 4-9 as follows:

- *5. The special circumstances are not the result of the actions of the applicant;*

- *6. The variance requested is the minimum variance that will make possible to the proposed use of the land, building, or structure;*
- *8. Granting of the variance is not in conflict with the public interest;*

These criteria will be addressed in turn to show the specific deficiencies in the decision for which reconsideration is sought (LDC 4-15.B.2.; Idaho Statute 67-6535 (2)(b))

Specific Deficiencies of Decision:

The reasoning and analysis for criterion 5 in the written decision are essentially that the "inaction" of the applicant in not proposing a different location for the house, vehicle access, and related development qualifies as the action by the applicant that has created an undue hardship in exercising constitutionally protected private property rights in compliance with applicable county codes that specify the bulk and placement requirements of zoning. This reasoning lacks the acknowledgement that the natural makeup of the property in conjunction with the sum of land development provisions, and specifically provisions that were adopted subsequent to the applicant's purchase of the property, are what create the undue hardship in need of variance.

The site is characterized by two principal land types that constrain development: extensive wetlands and steep hillside. The wetlands on the 15-acre parcel cover approximately 8 acres. This was determined by a delineation conducted by Kagel Environmental and approved by jurisdiction determination by the United States Army Corps of Engineers (USACE). It is noted that the Teton County GIS depicts a much smaller area of wetlands on this same land. Figure 1 presents the approximate coverage.

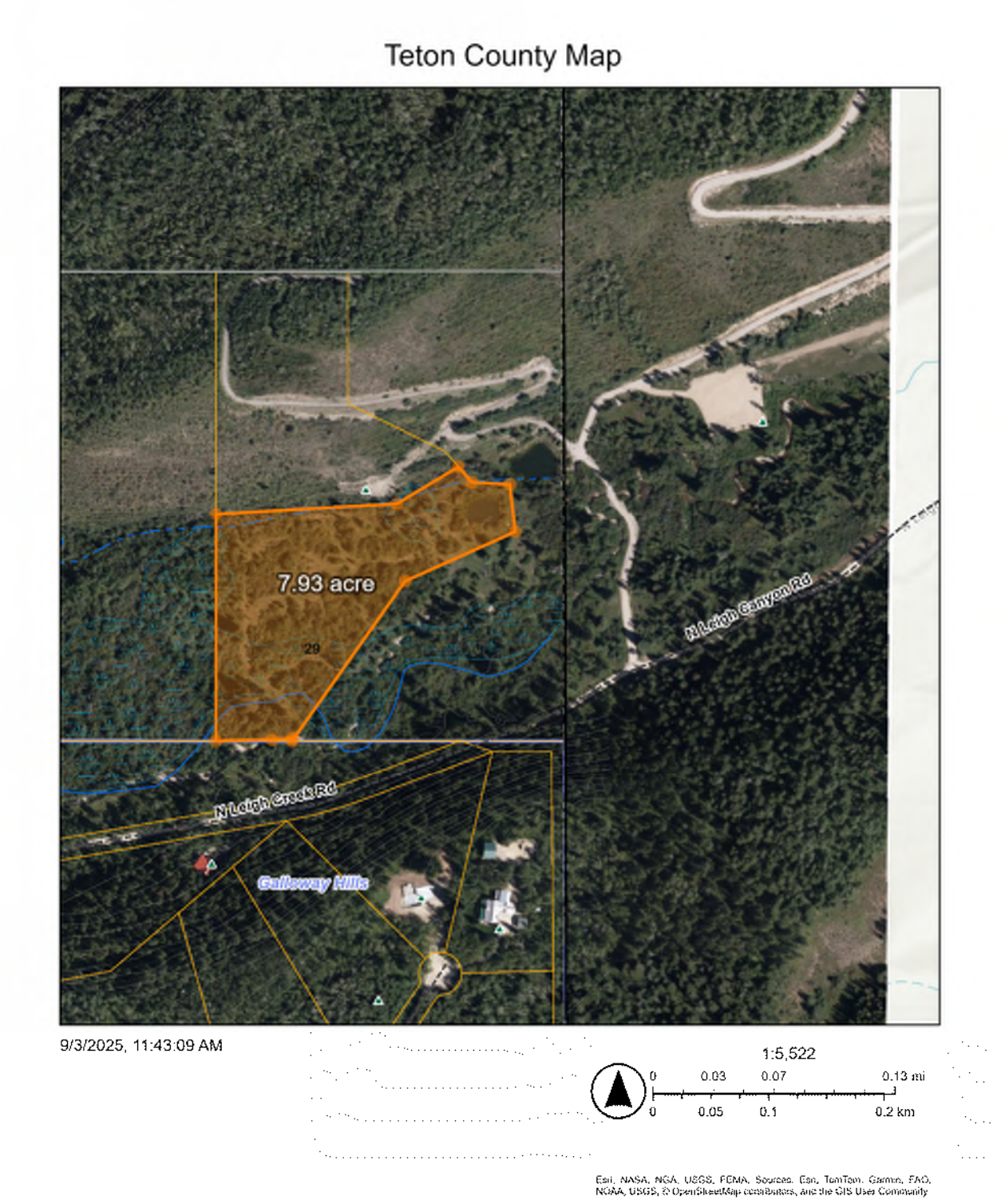


Figure 1: Delineated Wetlands, Overlaid to Teton County GIS

The steep (greater than 30%) hillside covers approximately 4 acres of the parcel. The remainder of land within the parcel lies above the steep hillside but must be accessed via a driveway constructed around 2002, which crosses through the steep hillside. This driveway does not meet emergency vehicle access requirements due to grades more than 10% and turns of less than 30-foot inside radius. Figure 2 presents the extent of these slopes on the parcel in red shading.

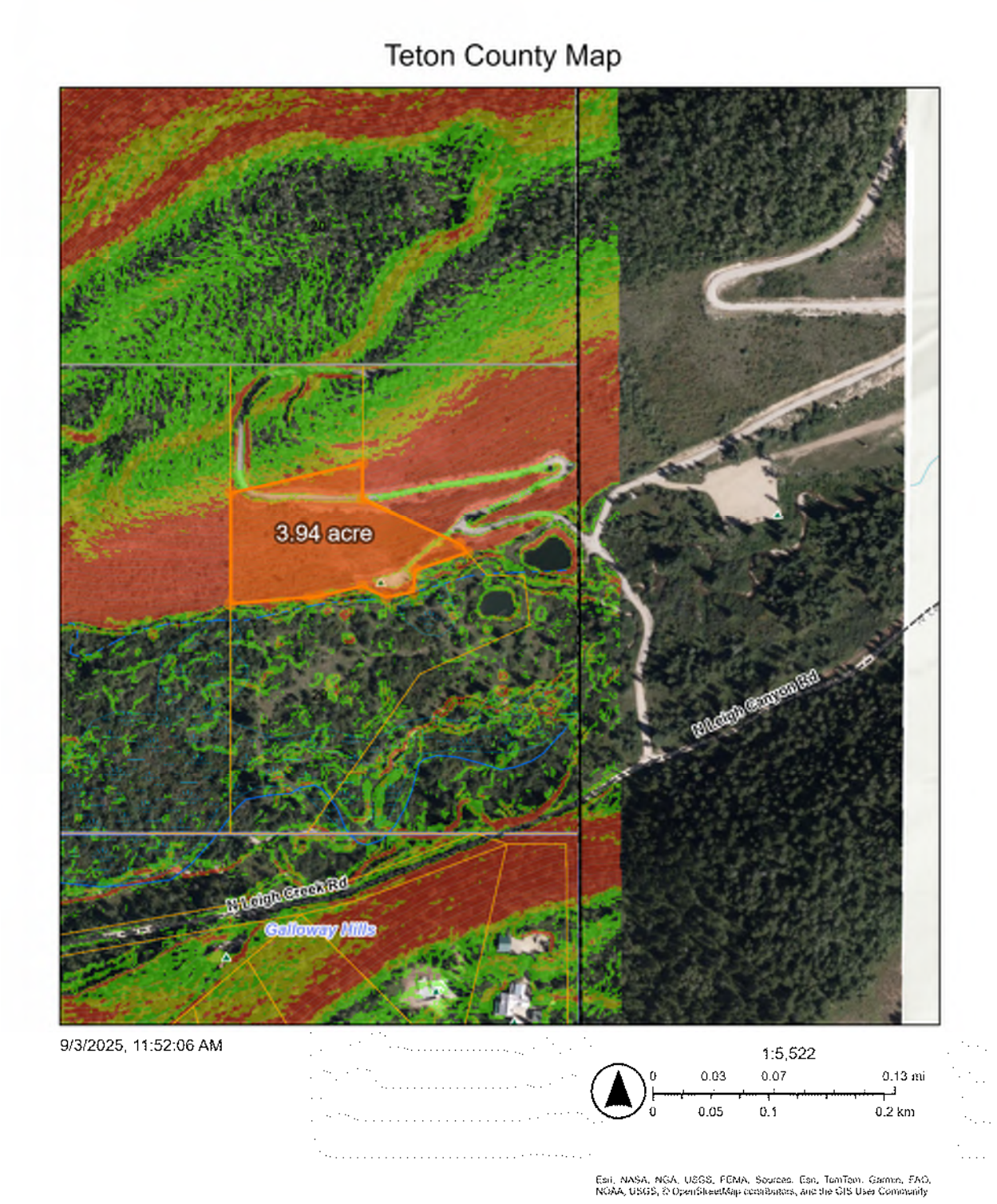


Figure 2: Slopes >30%, from Teton County GIS

The boundaries of the property and the access easement on the adjoining parcel for the driveway traversing the steep hillside were established under prior ownership, in 2008. The existing driveway spur that leads down at the first switchback to the proposed building pad was rejected in the initial variance application review by Earle Giles, Fire Marshal. Mr. Giles emphatically stated that the driveway proposed in the GEC application was the only compliant means to provide emergency vehicle access. When the owner purchased the property in 2019, there was no riparian buffer provision in the Land Development Code. None of these characteristics are the result of actions or inaction by the applicant.

The written decision of the P&Z gives no indication, even in general terms, of where else a presumed-compliant "*alternative home location*" exists. The steep hillside extends down to overlap with the riparian buffer. The more gently sloping area above the steep hillside does not have compliant access. No action or inaction by the applicant was the cause of these circumstances. It is incorrect to state that no other locations were considered by the applicant. It was with understanding of these characteristics by the applicant and her Professional Engineer that the proposed building site was selected as having the greatest conformity with the LDC.

This leads to the second deficiency in the written decision— *Criterion #6: the disturbance does not appear to be the minimum variance that could be requested*. The reasoning behind this conclusion is that the property contains "another location" that would further minimize the variance sought. In one sense, this is correct, in that there are portions of the property that lie outside of the riparian buffer. However, in practical terms these areas merely exchange the restrictions due to the riparian buffer for restrictions due to other LDC provisions that would require multiple variances and/or variances that are greater in area or impact in order to make possible the proposed, by-right use of land, building, or structure.

As was previously established, there is nearly continuous and complete overlap between the riparian buffer and the 30% or greater slopes. Because disturbance and flatting of sloped areas requires a blending of constructed grades to eventually match with existing grades, the distance necessary to move the proposed 2-bedroom house out of the riparian buffer will require approximately twice the area of disturbance of steep slopes. This was noted in the narrative that was provided with the application for variance.

It is now illustrated by two concept designs that imagine possible alternate house locations. One is to situate the house at an unspecified location above the steep slopes, where adequate area is available for a conventional house and emergency vehicle access turnaround. The extensive reconfiguration of the driveway is presented as a grading study

Sheets Alt1.1 through Alt1.4, attached, where orange contour lines show the necessary grading. The second alternative is to situate the house in a place that employs the first leg of the existing driveway, and may be what was suggested by Commissioner Kohut during the variance hearing. It is presented as another grading study on Sheet Alt2.1, attached. Turn radii are shown at the minimum 30' as dictated by International Fire Code, and grades are a maximum of 10%. The "Y" shaped turn-around in Alternative 2 is within the required 150' of the structure it serves. The second study shows only the house, and to add typical parking area would increase the disturbance and cut.

Both studies are based on a 1:1 cut slope and 2:1 fill slope, which are considered the steepest feasible grading that could be conducted on this site. A numerical comparison of the disturbance in LDC-protected conditions and earthwork volumes is provided in the following table:

Design	Disturbance (SF)	Cut (CUFT)	Fill (CUFT)
Pending GEC	10,800	115	537
Alternative 1	38,000	12,000	1,900
Alternative 2	12,900	3,300	1,700

This comparison gives explicit support to the conclusions of the design engineer and Planning Department staff reached implicitly in their considerations of how potential development would impact the LDC-protected portions of the site (i.e. riparian buffers, prohibited slopes, cut/fill).

These demonstrations provide context to address the third reason presented in the written denial—criterion *#8 the approval of the variance is not in conflict with the public interest*. The reasoning given in the motion made and passed during the hearing was that the public comments against approval outnumbered those in favor. Additional reasoning was detailed in the Reasoning and Analysis of the written decision to include a contrast of the public interest that rests in the allowance of development versus the public interest of protecting wetlands and riparian corridors. Yet again, there is reference to alternatives that the applicant is presumed to be disregarding in pursuit of the proposed development. No description of available alternatives area was included, aside from describing them as "*…reasonable steps that can be taken to allow the proposed development while protecting the public interest in wetlands.*"

As was shown previously addressing criterion #6, no such location is available. It is also noted that the riparian buffer in this case is already impacted through it's entire length by an existing manmade develop of the North Leigh Canal, which impacts approximately 19,600 square feet of the riparian buffer as an existing nonconforming development.

It is also noted that the actual disturbance proposed within the delineated wetlands for the septic system drainfield and the emergency vehicle turnaround bridge footing, have been authorized by the U.S. Army Corps of Engineers for coverage under Nationwide Permit #29 (attachment 1). Note that the actual impacts to the wetlands comprise only 0.7% of the total delineated on the parcel. The impacts to the riparian buffer comprise approximately 10% of the total riparian buffer on the parcel.

This is contrasted to the clear hardship imposed by the strict enforcement of the riparian buffer restrictions that would deny the applicant from building a single residential structure at all; a fundamental right for owners of private property. The conclusion that the public interest is served best by this denial is not supported by the facts.

Conclusion

The written decision by the PZC is inconsistent with the facts in this situation. No alternative location exists on the subject parcel that could avoid or have a more minimal variance to the Teton County Land Development Code. The circumstances that have led to the undue hardship and need for variance are not the result of actions by the applicant. The public interest is not served by the denial to build a house, fire-code compliant driveway, and other necessary improvements encroaching into the previously impacted riparian buffer. The written decision omits the necessary specific justification of the decision, as is required in State of Idaho Statute. To affirm the decision, therefore, is effectively a takings of private property.

DEPARTMENT OF THE ARMY
U.S. **ARMY** CORPS OF ENGINEERS
IDAHO FALLS REGULATORY OFFICE
900 NORTH SKYLINE DRIVE, SUITE A
IDAHO FALLS, IDAHO 83402-1700

August 28, 2025

WALLA WALLA DISTRICT
REGULATORY DIVISION

SUBJECT: NWW-2020-00052, My Own Private Idaho Home Site

Dear Ms. Wood:

We have determined that your proposed project is authorized in accordance with Department of the Army (DA) **Nationwide Permit (NWP) No. 29: Residential Developments.** This project is located at 7284 North Leigh Creek Road, within Section 29 of Township 6 North, Range 46 East, near coordinates 43.82295° N latitude and 111.04812° W longitude, in Teton County, Idaho. Please refer to File Number NWW-2020-00052 in all future correspondence with our office regarding this project.

Project activities include the discharge of approximately 38 cubic yards of fill material in wetlands adjacent to North Leigh Creek, associated with the development of a residential property and appurtenant structures including a septic leach field and emergency vehicle turn around. A[address redacted]nce with the enclosed drawings, titled: Wood Residence Tetonia, ID, Detailed Grading Plan, dated February 9,

DA permit authorization is necessary because your project may involve the discharge of fill material into waters of the U.S. This authorization is outlined in Section 404 of the Clean Water Act (33 U.S.C. 1344).

You must comply with all general, regional, and special conditions, for this verification letter to remain valid and to avoid possible enforcement actions. The general and regional permit conditions for *NWP No. 29: Residential Developments* are attached and also available online[1]. In addition, you must also comply with the special conditions listed below.

---

[1] http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division1Nationwide-Permits/

The following Special Conditions include:
Special Condition 1: Special Condition 1: Your permit has been issued while Monarch Butterfly is proposed as "threatened" under the Endangered Species Act (ESA). Should the Monarch Butterfly be listed under the ESA prior to the completion of the project, please contact the United States Army Corps of Engineers for an evaluation of effect determination.

Special Condition 2: Your permit has been issued while Suckley's Cuckoo Bumble Bee is proposed as "endangered" under the Endangered Species. Should the Suckley's Cuckoo Bumble Bee be listed under the ESA prior to the completion of the project, please contact the United States Army Corps of Engineers for an evaluation of effect determination.

You must also comply with the conditions detailed in the attached Section 401 Water Quality Certification (WQC) issued by the Idaho Department of Environmental Quality (IDEQ) on December 4, 2020. If you have any qu[redacted]g the conditions set forth in the WQC, please contact IDEQ directly at [phone redacted] Idaho Falls Regional Office.

Nationwide Permit General Condition 30 (Compliance Certification) requires that every permittee who has received NWP verification must submit a signed certification regarding the completed work and any required mitigation. This Compliance Certification form is enclosed for your convenience and must be completed and returned to us within 30 days of your project's completion.

This letter of authorization does not convey any property rights, or any exclusive privileges and does not authorize any injury to property or excuse you from compliance with other Federal, State, or local statutes, ordinances, regulations, or requirements which may affect this work.

This verification is valid until **March 14, 2026,** unless the NWP is modified, suspended or revoked. If your project, as permitted under this NWP verification, is modified in any way you must contact our office prior to commencing any work activities. In the event that you have not completed construction of your project by March 14, 2026, please contact us at least 60-days prior to this date. A new application and verification may be required.

We actively use feedback to improve our delivery and provide you with the best possible service. If you would like to provide feedback, please take our online survey[2]. If you have questions or if you would like a paper copy of the survey, please contact the

[2] https://regulatory.ops.usace.army.mil/customer-service-survey/

Walla Walla District Regulatory. For more information about the Walla Walla District Regulatory program, you can visit us online[3].

If you have any questions or need addition bout this permit authorization, you can contact me by phone at [phone redacted] by mail at the address in the letterhead, or email at Caleb.J.Williams@ For informational purposes, a copy of this letter has been sent to: Aaron Golart (IDWR), Destiny Locke (IDEQ), and Teton County Planning and Zoning.

Sincerely,

Caleb Williams
Project Manager, Regulatory Division

Encls
Joint Application for Permits
Detailed Grading Plan
NWP 29 General Conditions
IDEQ General Water Quality Certification
Compliance Certification Form.

[3] http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/

TRANSFER OF NATIONWIDE PERMIT

When the structures or work authorized by this Nationwide Permit NWW-2020-00052 are still in existence at the time the property is transferred. The terms and conditions of this Nationwide Permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this Nationwide Permit, the associated liabilities and compliance with the terms and conditions the transferee must sign and date below.

Name of New Owner:

Street Address:

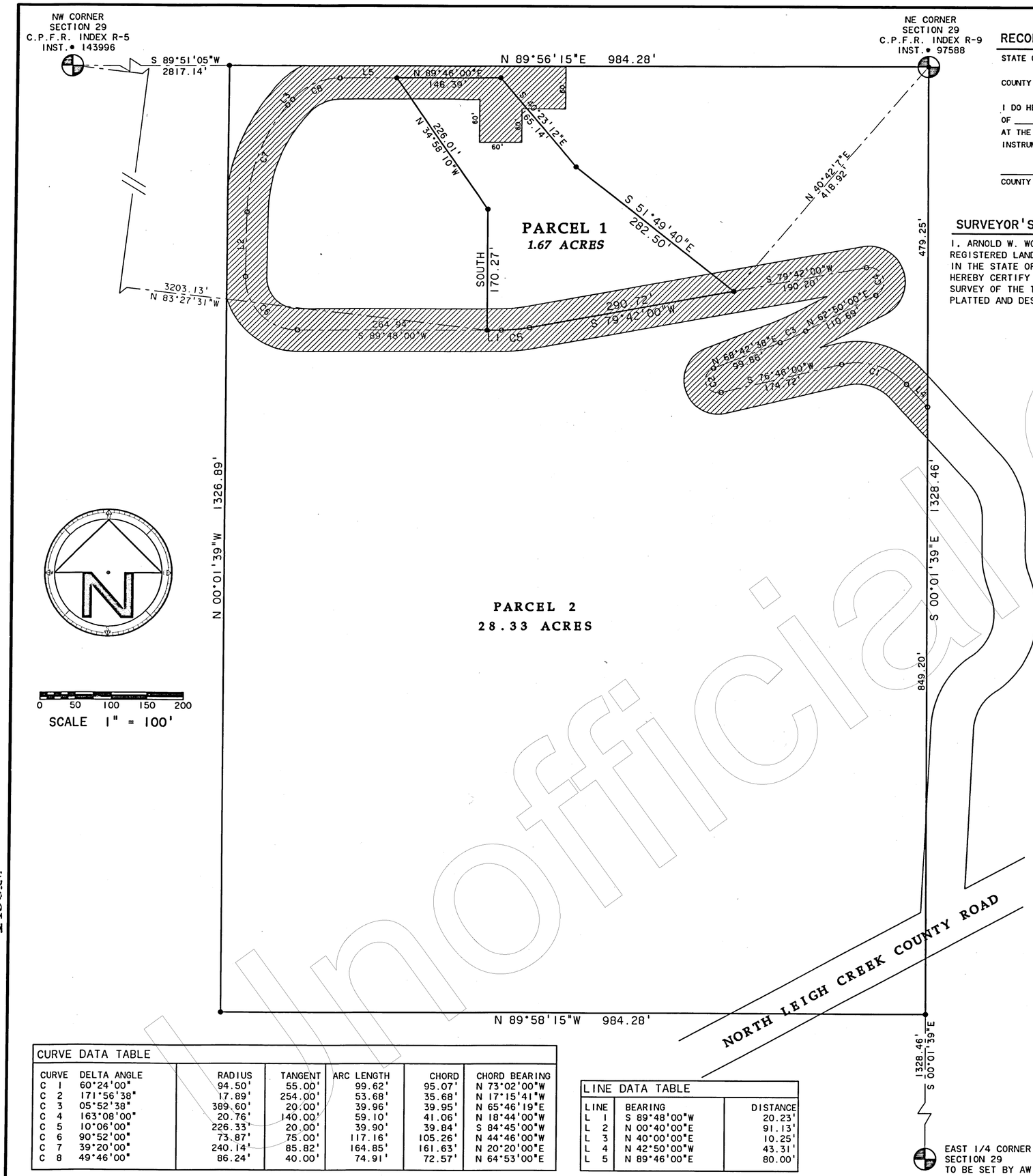
Mailing Address:

City, State, Zip:

Phone Number:

_____ _____

Signature of TRANSFEREE *DATE*

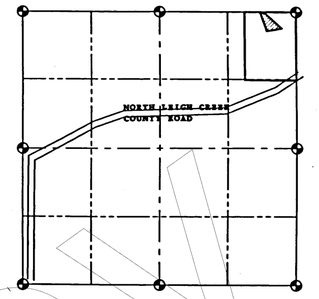


RECORDER'S CERTIFICATE

STATE OF IDAHO)
) SS
COUNTY OF TETON)

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS _____ DAY OF _____. 200__. AT _____.
AT THE REQUEST OF _____
INSTRUMENT NUMBER _____

_____
COUNTY RECORDER



VICINITY MAP

SECTION 29, TWP. 6N., RNG. 46E., B.M.,
TETON COUNTY, IDAHO

SCALE 1" = 1000'

SURVEYOR'S CERTIFICATE

I, ARNOLD W. WOOLSTENHULME, BEING A REGISTERED LAND SURVEYOR / ENGINEER IN THE STATE OF IDAHO, No. 2860, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THE TRACT OF LAND AS HEREIN PLATTED AND DESCRIBED.

REGISTERED LAND SURVEYOR
2860
8/07/02
STATE OF IDAHO
ARNOLD W. WOOLSTENHULME

PROPERTY DESCRIPTIONS

PARCEL 1

A PART OF THE NE 1/4 NE 1/4 SECTION 29, TWP. 6N, RNG. 46E. B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
COMMENCING AT THE NE CORNER OF SAID SECTION 29;
THENCE S 40°42'7"W, 418.92 FEET TO THE POINT OF BEGINNING;
THENCE S 79°42'00" W, 290.72 FEET TO A POINT;
THENCE 39.90 FEET ALONG A 226.33 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°06'00" AND A CHORD BEARING S 84°45'00"W, 39.84 FEET TO A POINT;
THENCE S 89°48'00"W, 20.23 FEET TO A POINT;
THENCE NORTH 170.27 FEET TO A POINT;
THENCE N 34°58'10"W, 226.01 FEET TO A POINT;
THENCE N 89°46'00"E, 146.39 FEET TO A POINT;
THENCE S 40°23'12"E, 165.14 FEET TO A POINT;
THENCE S 51°49'40"E, 282.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.67 ACRES MORE OR LESS

PARCEL 2

A PART OF THE NE 1/4 NE 1/4 OF SECTION 29, TWP. 6N, RNG. 46E. B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
COMMENCING AT THE NE CORNER OF SAID SECTION 29, THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID SECTION 29 S 0°1'39"E, 1328.46 FEET TO A POINT; THENCE N 89°58'15"W 984.28 FEET TO A POINT; THENCE N 0°1'39"W, 1326.89 FEET TO A POINT; THENCE N 89°56'15"E, 984.28 FEET TO THE POINT OF BEGINNING.

LESS PARCEL ONE DESCRIBED BELOW:
COMMENCING AT THE NE CORNER OF SAID SECTION 29:
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THENCE S 51°49'40"E, 282.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 28.33 ACRES MORE OR LESS

149616

RECEIVED
AUG 08 2002
TETON CO., ID
CLERK RECORDER

PLANNING AND ZONING APPROVAL

PRESENTED TO THE TETON COUNTY PLANNING AND ZONING ADMINISTRATOR ON THE FOLLOWING DATE UPON WHICH THIS PLAT WAS APPROVED AND ACCEPTED.

L Larry Boothe
P & Z CHAIRMAN
by Patricia Kopplow

8-7-02
DATE

Instrument # 149616
DRIGGS, TETON, IDAHO
2002-08-08 07:51:55 No. of Pages: 1
Recorded for : PLANNING & ZONING
NOLAN G. BOYLE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: PROPERTY SURVEYS

CURVE DATA TABLE						
CURVE	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD	CHORD BEARING
C 1	60°24'00"	94.50'	55.00'	99.62'	95.07'	N 73°02'00"W
C 2	171°56'38"	17.89'	254.00'	53.68'	35.68'	N 17°15'41"W
C 3	05°52'38"	389.60'	20.00'	39.96'	39.95'	N 65°46'19"E
C 4	163°08'00"	20.76'	140.00'	59.10'	41.06'	N 18°44'00"W
C 5	10°06'00"	226.33'	20.00'	39.90'	39.84'	S 84°45'00"W
C 6	90°52'00"	73.87'	75.00'	117.16'	105.26'	N 44°46'00"W
C 7	39°20'00"	240.14'	85.82'	164.85'	161.63'	N 20°20'00"E
C 8	49°46'00"	86.24'	40.00'	74.91'	72.57'	N 64°53'00"E

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L 1	S 89°48'00"W	20.23'
L 2	N 00°40'00"E	91.13'
L 3	N 40°00'00"E	10.25'
L 4	N 42°50'00"W	43.31'
L 5	N 89°46'00"E	80.00'

RECORD OF SURVEY
LAND SPLIT

THE NE 1/4 NE 1/4 SECTION 29, TWP. 6N., RNG. 46E. B.M., TETON COUNTY, IDAHO

SURVEYED FOR:
STEVE MINER
[redacted]

AW ENGINEERING
[redacted]
[redacted] 83455

DRAWN	HGK	04/05/02	PROJECT 02 - 046
REVISED	NLC	04/17/02	
SURVEYED CLC (GPS)		04/03/02	LANDSPLT.GCD — SECTION 29

Unofficial Copy

149616

Steve Miner
Sec 29, Twp 6N, Rng 46E

149616

FORM 2800-14
(August 1985)

Issuing Office
Idaho Falls District Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT

SERIAL NUMBER WYW-132772

---

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

2. Nature of Interest:

   a. By this instrument, the holder:

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

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

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

   b. The right-of-way granted herein is *60* feet wide, *1,400* feet long and contains *1.93* acres, more or less. If a site type facility, the facility contains *N/A* acres.

   c. This instrument shall terminate on *January 4, 2025*, *30* years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

   d. This instrument *may* be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

   e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

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

4. Terms and Conditions:

a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations Part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within *180* days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit(s) *A and B*, dated *November 23, 1994*, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

Keith Kunz
(Signature of Holder)

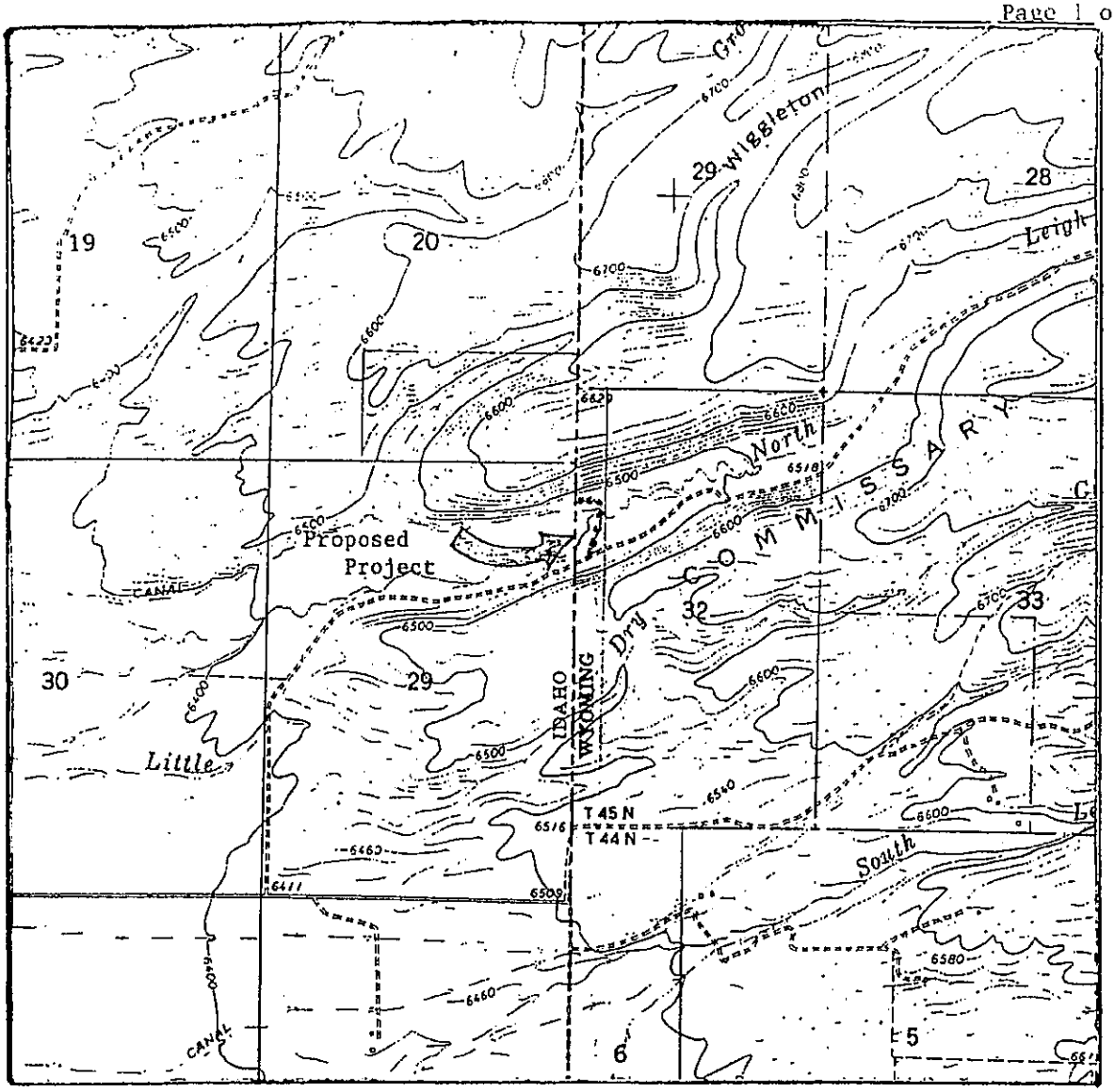
Charles A. Hawkins
(Signature of Authorized Officer)

Clinton County Commission Chairman
(Title)

Acting Area Manager, Medicine Lodge Resource Area
(Title)

12 December 1994
(Date)

January 4-1995
(Effective Date of Grant)



Map Name: Clawson Quadrangle

Map scale: 1:24000

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

EA Number: ID-030-4-71

Project Name: North Leigh Creek Road & Bridge

RIGHT-OF-WAY STIPULATIONS
WYW-132772

1. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

1a. Thirty days prior to construction, the following items must be submitted to the Idaho Falls BLM office for review:
- final bridge design
- copy of Department of Water Resources approval and stipulations or requirements
- copy of Corps of Engineers approval and stipulations or requirements.

2. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

3. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

4. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of Interior issued pursuant thereto.

5. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the authorized officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this right-of-way grant.

6. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.

6a. Trees and brush removed from the right-of-way shall be chipped and spread over the disturbance area, piled for later burning in clearings where adjacent vegetation will not be scorched, or hauled from the project site. Care must be taken to avoid mixing the cleared vegetation with soil.

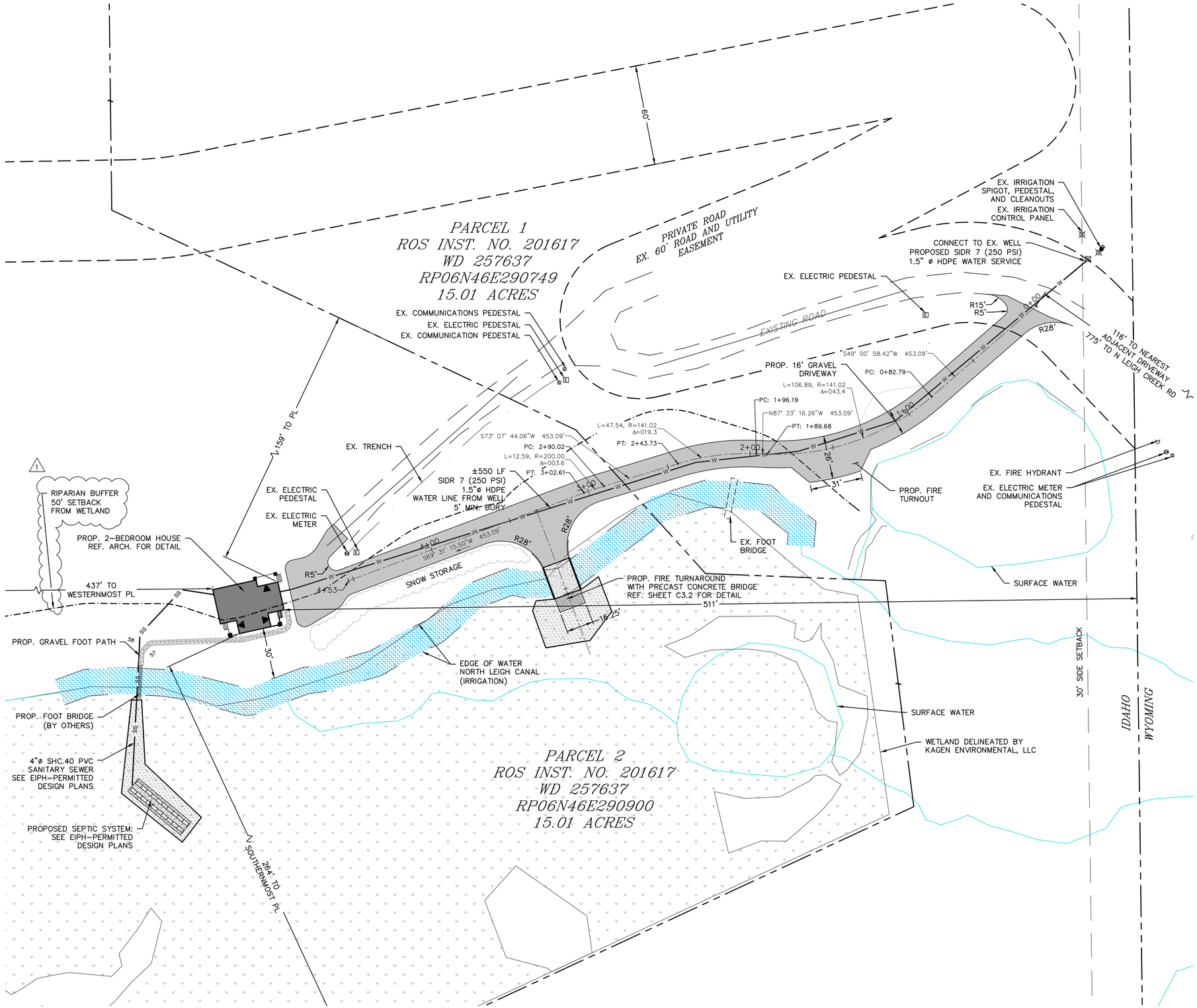
7. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.

8. The holder shall seed all disturbed areas, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation. growing season.

9. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

10. The holder of Right-of-Way No. WYW-132772 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

11. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pretermination conference. This conference will be held to review the termination provisions of the grant.



LEGEND

- EXISTING PROPERTY LINE
- EXISTING SETBACK
- EXISTING EASEMENT
- PROPOSED GRAVEL DRIVEWAY
- PROPOSED CONCRETE PAVING
- PROPOSED GRAVEL FOOT PATH
- PROPOSED WATER
- PROPOSED SANITARY
- EXISTING WETLAND
- PROPOSED BUIDLING
- PROPOSED BUILDING ENTRANCE
- EXISTING CANAL
- EXISTING SURFACE WATER

GENERAL NOTES

1. THIS DRAWING IS BASED ON THE "MY OWN PRIVATE IDAHO EXISTING CONDITIONS SURVEY", DATED 08/25/2023 BY HARMONY DESIGN AND ENGINEERING. DATUM IS NAVD88. SEE ORIGINAL SURVEY FOR ADDITIONAL EXISTING CONDITIONS INFORMATION.
2. SEE ARCHITECTURAL DRAWINGS FROM DESIGN INTELLIGENCE, LLC FOR ADDITIONAL BUILDING INFORMATION.

SITE PLAN DATA

TOTAL LOT AREA:	1,314,887.70 SF
LOT COVERAGE (AREA):	11,410 SF
LOT COVERAGE (PERCENTAGE):	0.87%
FLOOR AREA (EXISTING STRUCTURES):	0 SF
FLOOR AREA (PROPOSED):	1,092 SF
BUILDING HEIGHT:	24.74'
PARKING SPACES REQUIRED:	2
PARKING SPACES PROVIDED:	2
AREA OF DISTURBANCE:	30,773 SF
AREA OF WETLAND DISTURBANCE:	8,550 SF
CURRENT ZONING DISTRICT	FH-20
BUILDING SETBACKS:	
FRONT:	30'
SIDE:	30'
REAR:	40'

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE, 2" = HALF SCALE

DATE: 6/30/2025

PROJ. #: 23068

PROFESSIONAL ENGINEER LICENSED 17150 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

REVISIONS:

1	6/30/2025
RIPARIAN BUFFER	

PROJECT NAME

WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

OVERALL SITE PLAN

SHEET #

C1.1

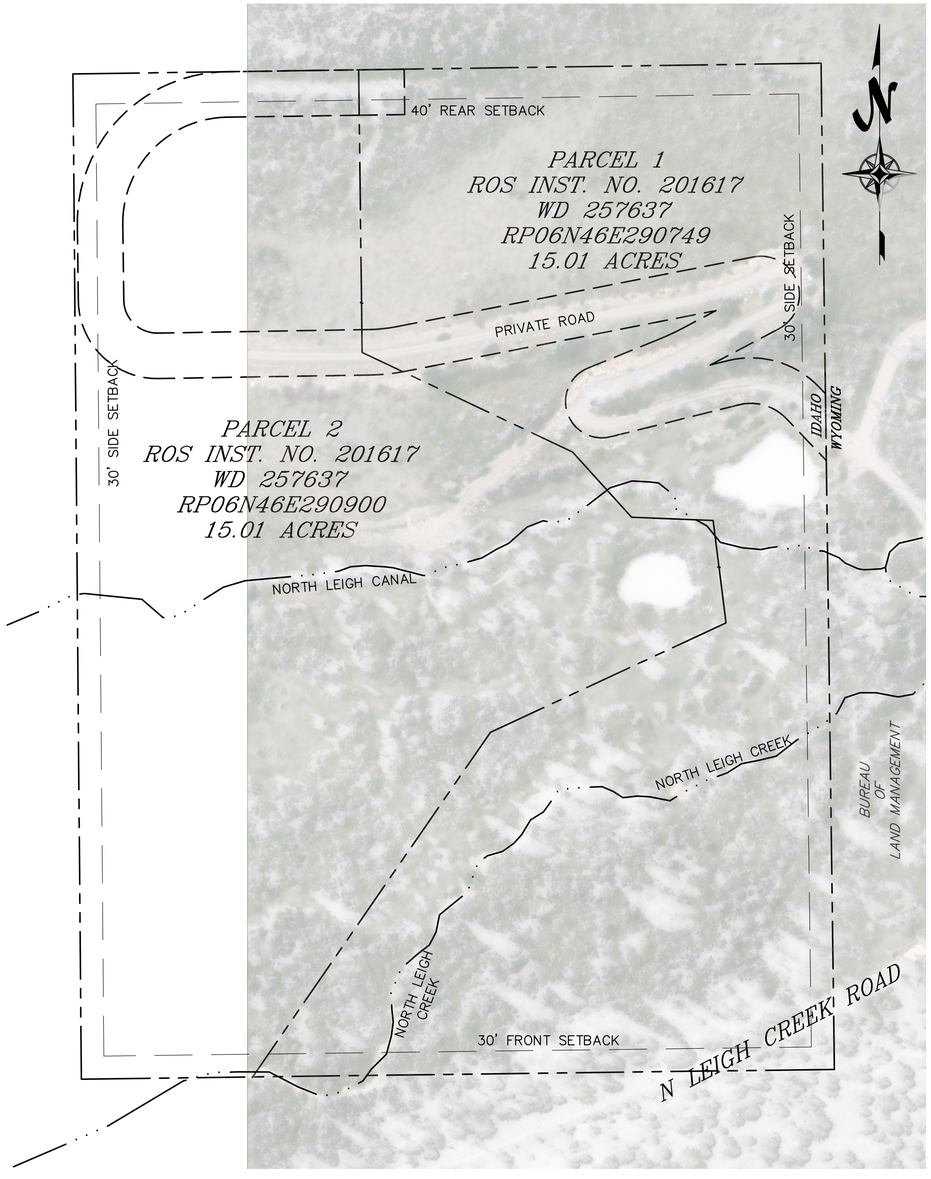
PLOT BY: TED VANHOLLAND
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WOOD RESIDENCE

[redacted], TETONIA, IDAHO

GRADING AND EROSION CONTROL SET

July 31, 2024



SHEET INDEX

C0.1	COVER SHEET
C1.1	OVERALL SITE PLAN
C2.1	OVERALL GRADING AND EROSION CONTROL PLAN
C2.2	DETAILED GRADING PLAN
C3.1	STANDARD NOTES AND DETAILS
C3.2	BRIDGE DETAILS

CIVIL ENGINEER / SURVEYOR
HARMONY DESIGN & ENGINEERING
18 N MAIN STE 305
[address redacted]
[phone redacted]

OWNER
MY OWN PRIVATE IDAHO, LLC
[address redacted]
[address redacted]

CALL BEFORE YOU DIG
ONE CALL CENTER OF IDAHO
811
CALL 2-BUSINESS DAYS IN ADVANCE, BEFORE YOU DIG, GRADE, OR EXCAVATE, FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

HARMONY
DESIGN & ENGINEERING
TE 305 • DRIGGS ID 83422
• www.harmonydesigninc.com
[phone redacted]

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

DATE: 7/31/2024

PROJ. #: 23068

PROFESSIONAL ENGINEER LICENSED 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

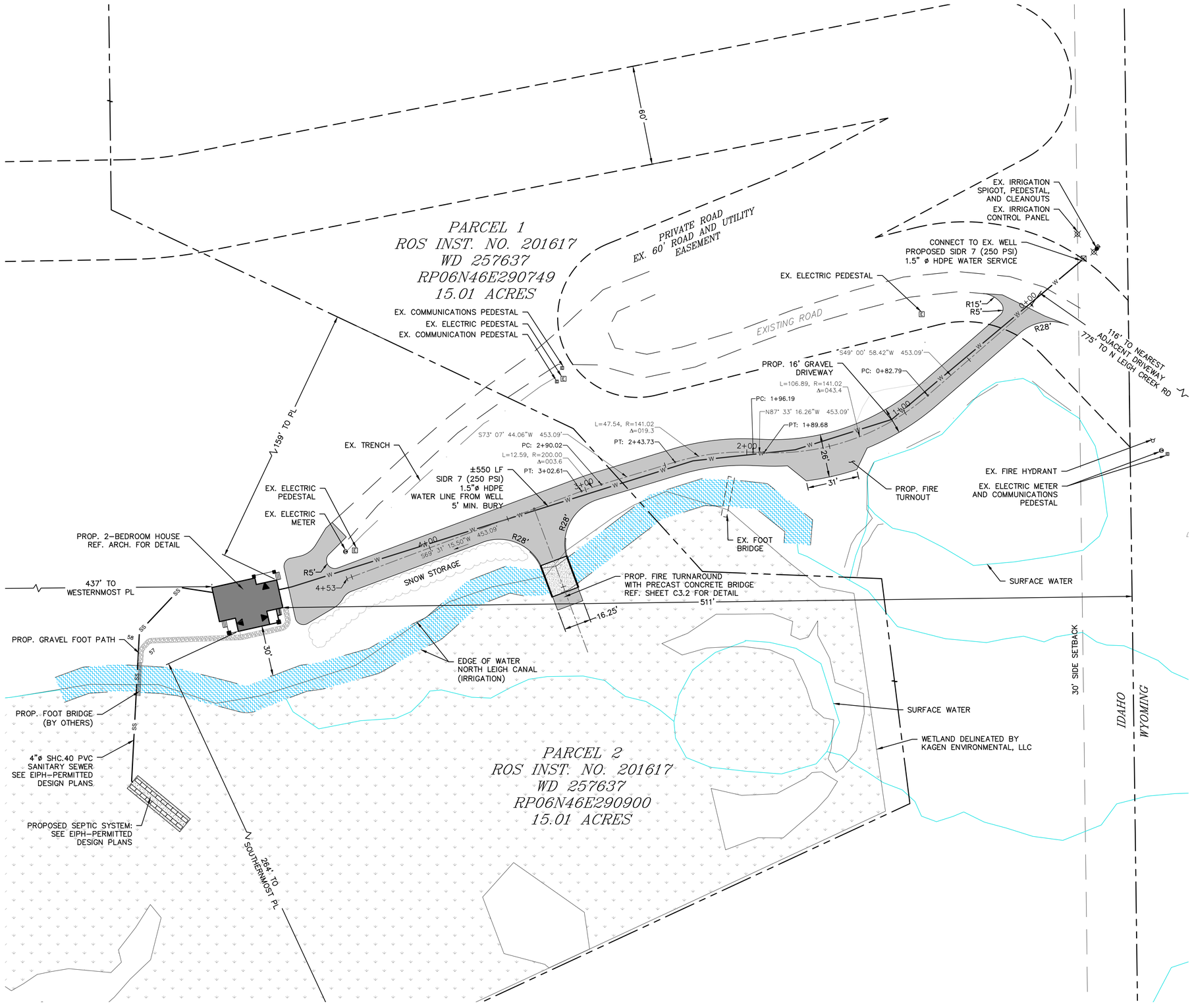
REVISIONS:

PROJECT NAME
WOOD RESIDENCE
TETONIA, ID
[address redacted]

COVER SHEET

SHEET #
C0.1

PLOT BY: TED VANHOLLAND
Last Modified: 7/31/2024 - Z:\Documents\Projects\23068_Wood\Engineering\CAD\Civil\23068_Wood_C0.1.dwg



LEGEND

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SIDE: 30'	
REAR: 40'	

30' 15' 0 30' 60'
SCALE: 1" = 30'
(22x34 SHEET)

HARMONY
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18 N MAIN STE 305 • DRIGGS ID 83422
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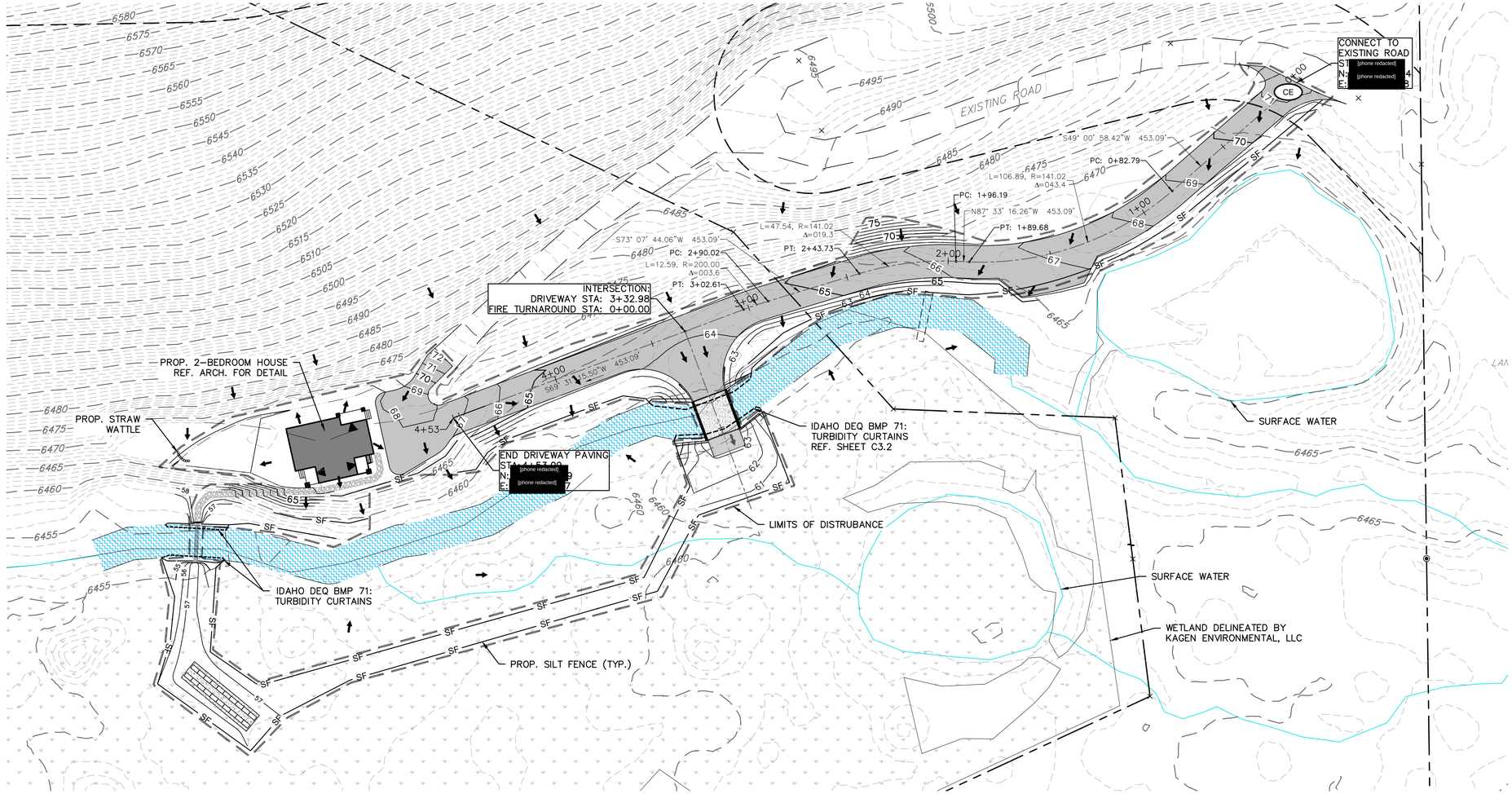
REVISIONS:

PROFESSIONAL ENGINEER LICENSED 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

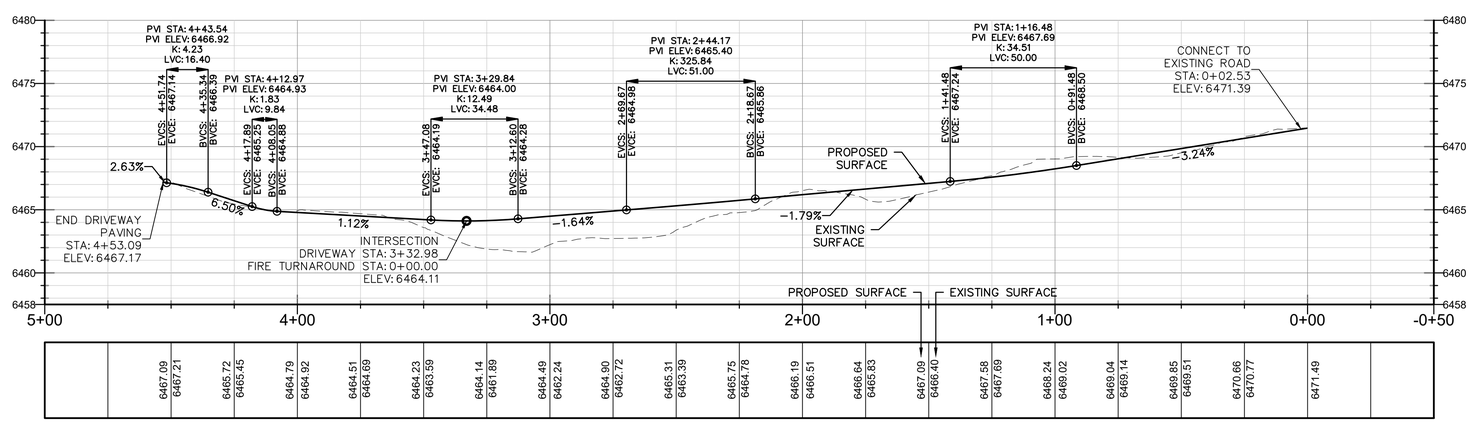
PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID
OVERALL SITE PLAN

SHEET #
C1.1

PLOT BY: TED VANHOLLAND
C:\Work\Harmony Library\240 - Documents\Projects\23068-Wood\Engineering\C1.0 Site Plan 23068_2DC.dwg



DRIVEWAY PLAN



DRIVEWAY PROFILE

LEGEND

- EXISTING PROPERTY LINE
- 6430 EXISTING CONTOUR (MAJOR)
- 6431 EXISTING CONTOUR (MINOR)
- 30 PROPOSED CONTOUR (MAJOR)
- 31 PROPOSED CONTOUR (MINOR)
- PROPOSED GRAVEL DRIVEWAY
- PROPOSED CONCRETE PAVING
- PROPOSED GRAVEL FOOT PATH
- EXISTING WETLAND
- PROPOSED BUILDLING
- PROPOSED BUILDING ENTRANCE
- EXISTING CANAL
- EXISTING SURFACE WATER
- PROPOSED DRAINAGE DIRECTION
- SF SILT FENCE
- STRAW WATTLE
- TURBIDITY CURTAIN
- CE CONSTRUCTION ENTRANCE

30' 15' 0 30' 60'
SCALE: 1" = 30'
(22x34 SHEET)

HARMONY
DESIGN & ENGINEERING
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208.354.1331 • www.harmonydesigninc.com

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
2" = HALF SCALE

DATE: 7/31/2024

PROJ. #: 23068

PROFESSIONAL ENGINEER LICENSED 17150 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

REVISIONS:

PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID
OVERALL GRADING AND EROSION CONTROL PLAN

SHEET #
C2.1

PLOT BY: TED VANHOLLAND
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LEGEND

- EXISTING PROPERTY LINE
- 6430 EXISTING MAJOR CONTOUR
- 6431 EXISTING MINOR CONTOUR
- 30 PROPOSED MAJOR CONTOUR (ADD 6400)
- 31 PROPOSED MINOR CONTOUR (ADD 6400)
- PROPOSED GRAVEL DRIVEWAY
- PROPOSED CONCRETE PAVING
- PROPOSED GRAVEL PATHWAY
- EXISTING WETLAND
- PROPOSED BUIDLING
- PROPOSED BUILDING ENTRANCE
- EXISTING CANAL
- EXISTING SURFACE WATER
- PROPOSED DRAINAGE DIRECTION
- 92.05 PROPOSED SPOT ELEVATION (ADD 6400)

FFE	FINISHED FLOOR ELEVATION
P	CONCRETE PAVING
GR	GRAVEL PAVING
FG	FINISHED GRADE
M/E	MATCH EXISTING

PROP. 2-BEDROOM HOUSE
REF. ARCH. FOR DETAIL

PROP. DRAINAGE SWALE

FFE:6469.61

GRAVEL FOOT PATH

PROP. FOOT BRIDGE
(BY OTHERS)

PROP. SEPTIC SYSTEM
REF. SWF FOR DETAIL

PROP. FIRE TURNAROUND
WITH PRECAST CONCRETE BRIDGE
REF. SHEET C3.2 FOR DETAIL

EDGE OF WATER
NORTH LEIGH CANAL
(IRRIGATION)

SURFACE WATER

WETLAND DELINEATED BY
KAGEN ENVIRONMENTAL, LLC

EXISTING ROAD

20' 10' 0 20' 40'
SCALE: 1" = 20'
(22x34 SHEET)

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PROJ. #: 23068

PROFESSIONAL ENGINEER LICENSED 17150 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

REVISIONS:

PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

DETAILED GRADING PLAN

SHEET #
C2.2

PLOT BY: TED VANHOLLAND
C:\Users\Harmony Design\Desktop\WIP - Documents\Projects\23068-Wood\Engineering\CAD\Plan Sets\23068_GEC.dwg

EROSION CONTROL / RE-VEGETATION NOTES

1. TO THE EXTENT PRACTICABLE, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO GRADING ACTIVITIES. AT ALL TIMES DURING PROJECT CONSTRUCTION, ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO PREVENT ACCELERATED EROSION ON THE SITE AND ANY ADJACENT PROPERTIES. KEEP LAND DISTURBANCE TO A MINIMUM. PLAN THE PHASES OF CONSTRUCTION SO THAT ONLY THE AREAS ACTIVELY BEING DEVELOPED ARE EXPOSED. ALL OTHER AREAS SHOULD HAVE NATURAL VEGETATION PRESERVED, HAVE GOOD TEMPORARY COVER, OR PERMANENT VEGETATION ESTABLISHED.

2. EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN REPRESENT THE MINIMUM REQUIRED. ADDITIONAL MEASURES SHALL BE TAKEN, IF NECESSARY.

3. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL BE IN ACCORDANCE WITH THE "CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES" BY THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ).

4. IF REQUIRED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A NPDES PERMIT, INCLUDING PREPARING A SWPPP AND FILING A NOTICE OF INTENT (NOI) WITH THE EPA, AT LEAST 14 DAYS PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.

5. PROVIDE SILT FENCE OR STRAW WATTLES AROUND SOIL STOCKPILES, AT THE TOE OF ALL FILL SLOPES, AT THE INLET OF ALL CULVERTS AND AS REQUIRED TO MINIMIZE EROSION AND SEDIMENT TRANSFER TO UNDISTURBED AREAS AND ADJACENT PROPERTIES.

6. ALL TOPSOIL, WHERE PHYSICALLY PRACTICABLE, SHALL BE SALVAGED AND NO TOPSOIL SHALL BE REMOVED FROM THE SITE. TOPSOIL AND OVERBURDEN SHALL BE SEGREGATED AND STOCKPILED SEPARATELY. RUNOFF FROM STOCKPILED AREA SHALL BE CONTROLLED TO PREVENT EROSION AND RESULTANT SEDIMENTATION.

7. TOPSOIL SHALL BE REDISTRIBUTED WITHIN THE GRADED AREA AFTER ROUGH GRADING TO PROVIDE A SUITABLE BASE FOR AREAS WHICH WILL BE SEEDED AND PLANTED.

8. PERMANENT VEGETATIVE COVER SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY VEGETATIVE COVER SHALL BE APPLIED WITHIN 14 DAYS TO DISTURBED AREAS WHICH MAY NOT BE AT FINAL GRADE, BUT WILL BE LEFT DORMANT FOR LONGER THAN 60 DAYS.
   - 8.1. TEMPORARY VEGETATIVE COVER SHALL CONSIST OF ANNUAL RYEGRASS AT 40 LBS PLS/ACRE. SEEDED AREAS SHALL BE HYDROMULCHED WITH A WOOD FIBER AND TACKIFIER AT 1 TON/ACRE.
   - 8.2. PERMANENT VEGETATIVE COVER SHALL BE A BLEND OF DROUGHT TOLERANT NATIVE GRASSES OR OTHER PLANT MATERIALS INDICATED ON AN APPROVED LANDSCAPE PLAN.

9. ALL SEEDED AND PLANTED AREAS SHALL BE MAINTAINED AS NECESSARY BY WATERING AND WEED CONTROL UNTIL ESTABLISHED.

10. ALL CUT OR FILL SLOPES WITH 3 TO 1 OR GREATER SLOPE, DRAINAGE SWALES, DRIP LINES BENEATH EAVES, AND TOE OF SLOPES SHALL BE PROTECTED WITH EROSION CONTROL MATTING OR HYDROMULCH. EROSION CONTROL MATTING SHALL BE 100% BIODEGRADABLE NET-FREE EROSION CONTROL MATTING: CURLEX NET-FREE MATTING BY AMERICAN EXCELSIOR OR EQUAL. HYDROMULCH SHALL BE A WOOD FIBER AND TACKIFIER AT 1 TON/ACRE.

11. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE OWNER, OR OWNER APPROVED AGENT, AFTER ALL STORM EVENTS. ANY EROSION CONTROL MEASURES WHICH ARE DAMAGED PRIOR TO RE-ESTABLISHMENT OF VEGETATIVE COVER SHALL BE REPLACED IMMEDIATELY. THE REPAIR OF ANY COMPONENT OF THE SYSTEM SHALL BE MADE AS SOON AS POSSIBLE TO PREVENT ANY POTENTIAL POLLUTANTS, INCLUDING SILT, FROM EXITING THE DISTURBED AREA.

12. MAINTENANCE SCHEDULE DURING CONSTRUCTION:

SILT FENCE & WATTLES	
INSPECTION:	WEEKLY & AFTER 0.5 INCHES OF RAINFALL
MAINTENANCE THRESHOLDS:	SYSTEM INTEGRITY IS COMPROMISED
MAINTENANCE ACTION:	CLEAN OUT SEDIMENT, REPLACE IF DAMAGED

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES AFTER THE ESTABLISHMENT OF FULL VEGETATION.

GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTORS SHALL NOTIFY THE UTILITY COMPANIES IN ADVANCE OF THEIR CONSTRUCTION OPERATION TO ENABLE THEM TO FIELD LOCATE THEIR UTILITIES.

2. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES AND REPORT FINDINGS TO THE OWNER PRIOR TO PROCEEDING WITH RELATED CONSTRUCTION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SATISFY THEM THAT ALL EXISTING UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, HAVE BEEN PROPERLY LOCATED. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AFFECTED BY THE PROSECUTION OF THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE AFFECTED UTILITY COMPANY AND THE COORDINATION OF ALL WORK IN THE PROXIMITY OF THE UTILITIES.

6. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS, AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RE-ESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE CONTRACTOR, AT THEIR ORIGINAL LOCATION OR BY THE SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING ROAD AND DRIVEWAY SURFACES AND RELATED STRUCTURES TO ORIGINAL CONDITIONS (OR BETTER) AND GRADES, UNLESS DESIGNATED OTHERWISE ON THE DRAWINGS. THE OWNER OR OWNER'S REPRESENTATIVE AND THE CONTRACTOR SHALL TOGETHER COORDINATE THE DOCUMENTATION OF EXISTING GRADES AND OTHER INFORMATION PRIOR TO ALL CONSTRUCTION ACTIVITIES.

8. THE CONTRACTOR SHALL CONTACT "IDAHO DIG LINE" (PHONE 1-800-342-1585) FOR THE MARKING OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES SHOWN AND OTHER UTILITY LINES OTHERWISE LOCATED.

9. THE OWNER-DEVELOPER SHALL PROVIDE THE CONTRACTOR WITH A COMPLETE AND UPDATED SET OF ENGINEERING CONSTRUCTION DRAWINGS. THESE DRAWINGS, AND ANY REQUIRED PERMITS, SHALL BE AT THE PROJECT SITE AT ALL TIMES. IF NO PLANS APPEAR ON THE PROJECT SITE, CONSTRUCTION ACTIVITIES MAY BE HALTED AT THE DISCRETION OF THE OWNER.

10. BEFORE WORK BEGINS, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND MUST NOTIFY THE REQUIRED PARTIES AT LEAST 24 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES.

11. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR THE TEMPORARY ERECTION OF BRACING AND SHORING AS REQUIRED FOR STABILITY OF STRUCTURES AND EXCAVATIONS DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS AND SAFETY CODES IN THE CONSTRUCTION OF ALL IMPROVEMENTS.

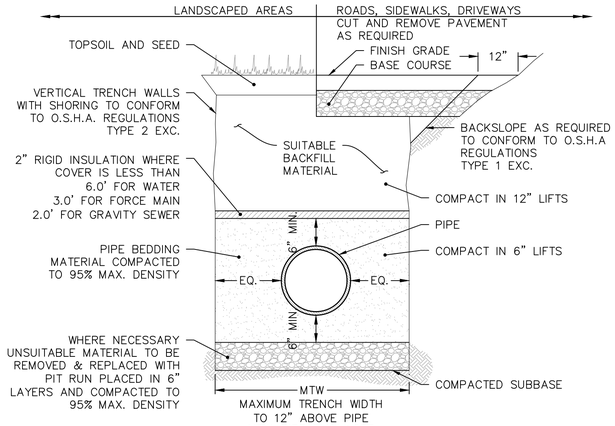
12. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY WATER, POWER, OR OTHER UTILITIES AS REQUIRED TO COMPLETE CONSTRUCTION OF THE PROJECT.

13. ALL SURPLUS MATERIAL, TOOLS, AND TEMPORARY STRUCTURES, FURNISHED BY THE CONTRACTOR, SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR. ALL DEBRIS AND RUBBISH CAUSED BY THE OPERATIONS OF THE CONTRACTOR SHALL BE REMOVED, AND THE AREA OCCUPIED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ITS ORIGINAL CONDITION, WITHIN 48 HOURS OF PROJECT COMPLETION.

14. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE DONE IN A WAY SO AS TO MINIMIZE DISRUPTION IN SERVICE TO EXISTING USERS.

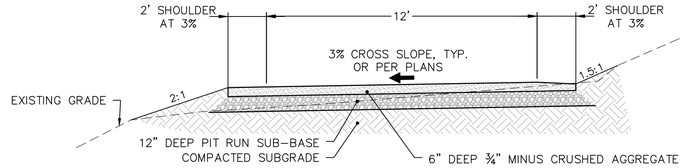
15. ALL SUB-GRADE AND TRENCH BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY, AS DETERMINED BY ASTM D698. EXISTING IN PLACE SOILS THAT ARE TO BE USED FOR SUB-GRADE SHALL BE SCARIFIED TO A DEPTH OF 6" (INCHES) AND THEN SHALL BE RECOMPACTED TO THE ABOVE REFERENCED DENSITY. ALL EXISTING VEGETATION AND TOPSOIL MUST BE STRIPPED PRIOR TO SUB-GRADE SCARIFICATION AND RECOMPACTION.

16. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS AND SAFETY CODES IN THE CONSTRUCTION OF ALL IMPROVEMENTS.



WATER/SEWER/STORM TRENCH

NOT TO SCALE

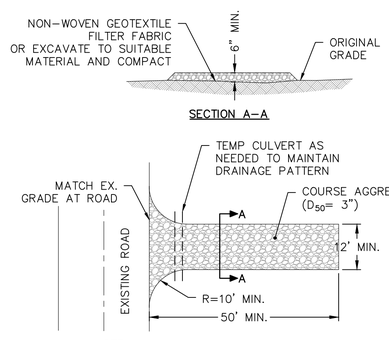


NOTES:

1. ALL EXISTING VEGETATION AND TOPSOIL MUST BE STRIPPED AND STOCKPILED PRIOR TO SUBGRADE SCARIFYING AND RECOMPACTION.
2. SPREAD 6" OF TOPSOIL OVER ALL DISTURBED AREAS AND HYDROSEED WITH A DROUGHT TOLERANT NATIVE SEED MIX AND MULCH.
3. ALL THICKNESSES OF MATERIALS SHOWN ARE COMPACTED THICKNESS.
4. COMPACT SUBGRADE A MINIMUM OF 12" BEYOND OUTSIDE EDGE OF SUB-BASE.
5. AT A MINIMUM, SUBGRADE MATERIALS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES AND RECOMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD MOISTURE/DENSITY TEST ASTM D698 (TYP.)

TYPICAL GRAVEL DRIVEWAY CROSS SECTION

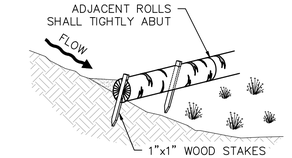
NOT TO SCALE



NOTE:
CHANNELIZE RUNOFF TO SEDIMENT TRAPPING DEVICE

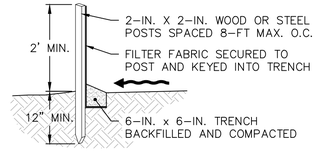
STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE



STRAW WATTLE

NOT TO SCALE



SILT FENCE

NOT TO SCALE

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2" = HALF SCALE

DATE: 7/31/2024

PROJ. #: 23068

PROFESSIONAL ENGINEER LICENSED 17150 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

REVISIONS:

PROJECT NAME

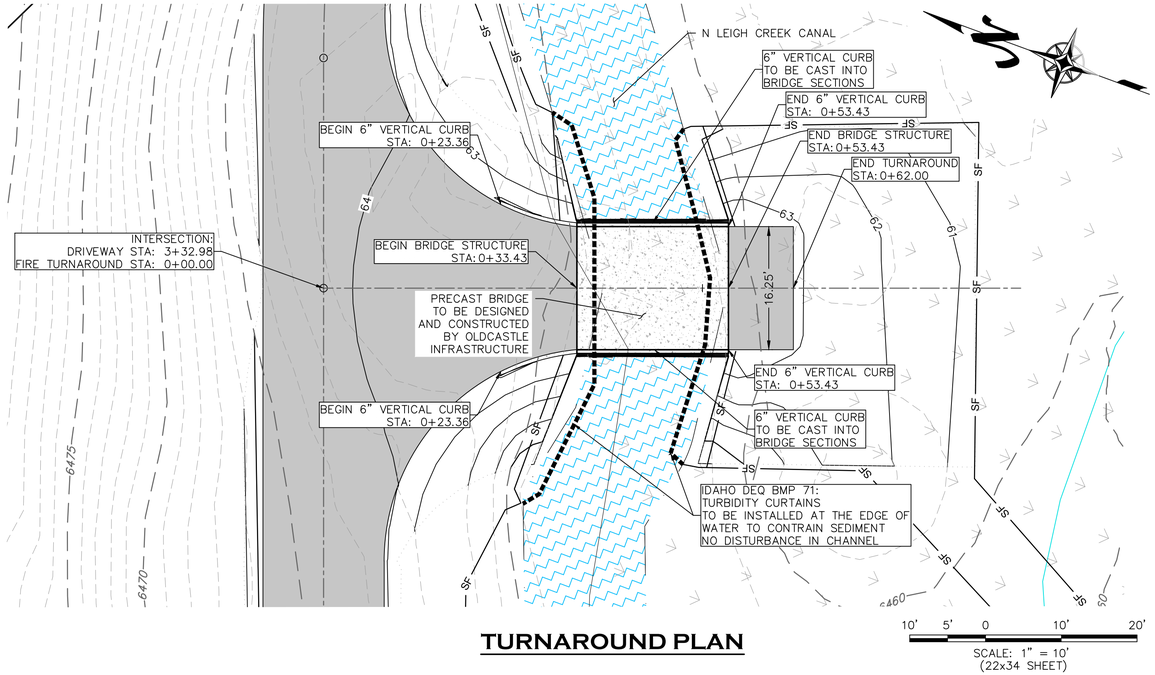
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

STANDARD NOTES AND DETAILS

SHEET #

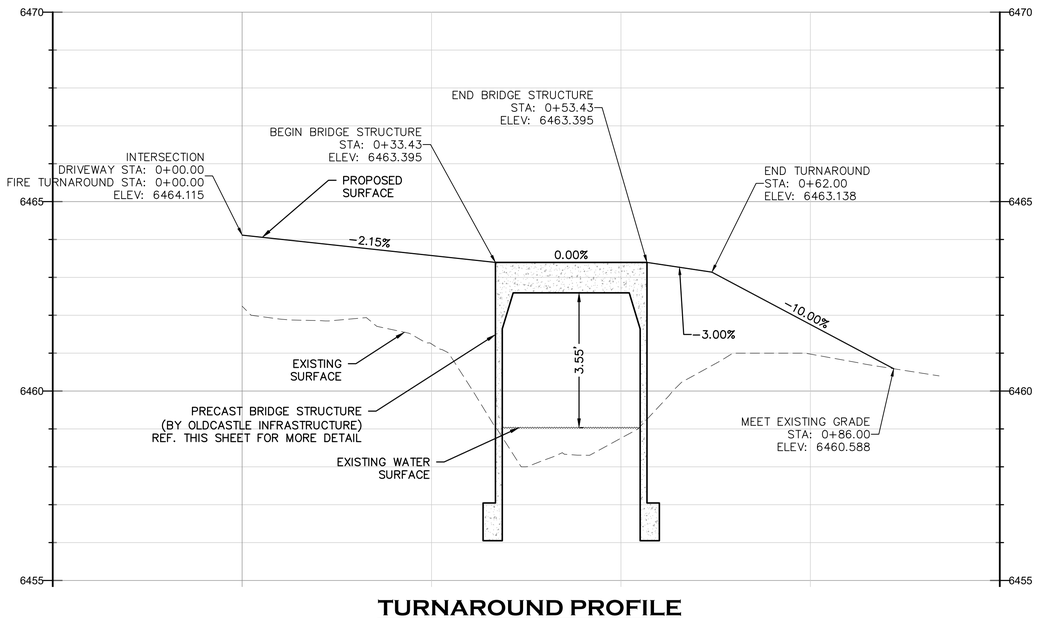
C3.1

PLOT BY: TED VANHOLLAND
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TURNAROUND PLAN

SCALE: 1" = 10'
(22x34 SHEET)

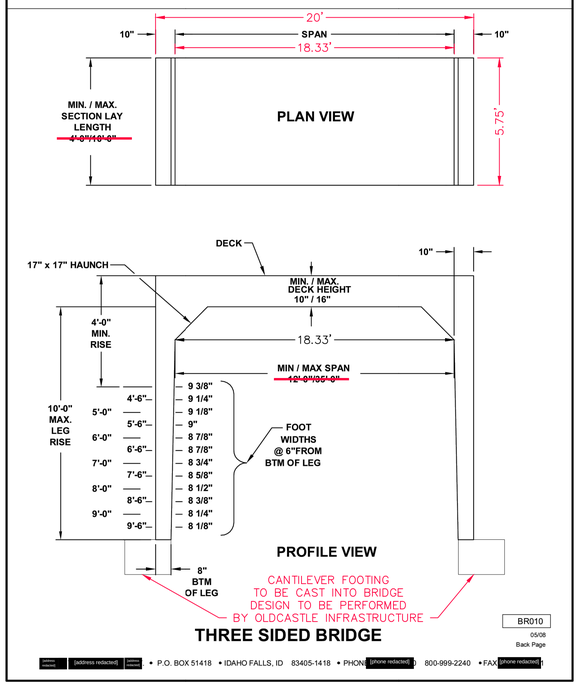


TURNAROUND PROFILE

10' 5' 0 10' 20'
HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 2'

Oldcastle Precast® Amcor

BRIDGE PRODUCTS



BR010
05/08
Back Page

THREE SIDED BRIDGE

[address redacted] [address redacted] • P.O. BOX 51418 • IDAHO FALLS, ID 83405-1418 • PHONE [phone redacted] • 800-999-2240 • FAX [phone redacted]

NOTES:

1. CONCRETE PRECAST BRIDGE STRUCTURE TO BE DESIGNED BY OLDCASTLE INFRASTRUCTURE. NOTIFY ENGINEER OF RECORD IF OTHER PRECAST SUPPLIER IS ENGAGED.
2. EXPLORATORY EXCAVATION NEXT TO THE PROPOSED FOOTING LOCATIONS REVEALED COBBLY, GRAVELLY CLAYEY SAND, CONSISTENT WITH STRUCTURALLY COMPETENT, CLAST-SUPPORTED ALLUVIUM PIT-RUN. FOOTINGS SHALL BE DESIGNED ACCORDINGLY.
3. SUBMITTAL OF BRIDGE PRECAST SHOP DRAWINGS TO ENGINEER OF RECORD REQUIRED PRIOR TO THE START OF PRECAST PRODUCTION.

TURNAROUND BRIDGE STRUCTURE

NOT TO SCALE

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PROFESSIONAL ENGINEER LICENSED 17130 7/31/2024 STATE OF IDAHO THEODORE VAN HOLLAND

REVISIONS:

PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

BRIDGE DETAILS

SHEET #
C3.2

PLOT BY: TED VANHOLLAND
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Sharon Fox <sfox@tetoncountyidaho.gov>

Teton County Board of Commissioners Hearing

Dennis Gertmenian [email redacted] Tue, Oct 14, 2025 at 3:13 PM
To: "pz@tetoncountyidaho.gov" <pz@tetoncountyidaho.gov>

This letter and attachments is in response to My Own Private Idaho's Appeal to the Board of County Commissioners for the October 27, 2025 meeting.

October 14, 2025

Subject: My Own Private Idaho – Teton County Commissioners Meeting Hearing on Monday, October 27, 2025

From: Watermaster Grouse Creek Water Users' Association.

Dear Teton County Commissioners,

The Grouse Creek Lateral Ditch Water Users' Association is comprised of 17 members who depend on the delivery of water that flows through the proposed My Own Private Idaho project.

Our Water Association OPPOSES the My Own Private Idaho project for the following reasons:

1. Footbridge to hold a sanitary sewer line that crosses our canal system.
    a. We have good reason to believe that, sooner or later, the proposed sewer line could break loose and spew sewage into our canal.
    b. During high spring runoff, we continually clear our canal because trees and other vegetation debris comes loose and blocks our water from flowing through our canal. This debris flows with tremendous velocity and could easily blow out a footbridge.
    c. Proposed 1,000-gallon septic tank – What if the system malfunctions and overflows into the wetlands and into our canal? For sure, this situation is clearly against the public interest and poses a risk to health and safety of the public.
    d. Approximately 5-7 times per year we must clear our canal due to beavers damming up the water. Footbridges and vehicle bridges provide ideal structures for beavers to fortify their beaver dams. Ted Parker, Aquatic Biologist, tells us that a great deal of his time is taken up clearing out beaver obstructions around bridges and coverts.
    e. During the winter and early spring months, ice forms that can expand to the point to cause footbridges to be uplifted and break apart.
2. Fire Turnaround Precast Concrete Bridge
    a. We oppose the fire bridge being constructed across our canal because a bridge located in this area will prevent us from clearing and repairing our water system.
    b. Additionally, we oppose this bridge because excavation for construction must be done with heavy equipment that will most certainly cause instability and damage to our canal.
3. Proposed Septic System

   a. Eastern Idaho Public Health granted a permit requiring that “the drain fields can be no closer to permanent /intermittent surface water than 200 feet.” According to the septic system drawings submitted by Harmony Design and Engineering (see attached), the septic system is less than 70 feet from the Grouse Creek Lateral Ditch Water Users’ Association canal making the location of this septic system in clear violation of the law.
4. Army Corp of Engineers Permit Has Expired.
   a. The Army Crop of Engineers five-year long permit granted on February 7, 2020 (see attached) that allowed for My Own Private Idaho project on the wetlands, expired as of February 8, 2025. Over the last five years, conditions have significantly changed regarding flooding and water flow that will certainly prevent the Army Corp of Engineers from another approval.
5. Illegal Water Channel – My Own Private Idaho excavated a channel from North Leigh Creek to feed water into one of their ponds. The State of Idaho Department of Water Resources and the Bureau of Land Management (where the excavation of channel took place) never approved or provided a permit allowing for such a water channel (see two attached photos).

   THIS CLEAR VIOLATION OF THE LAW AND THE FAILURE TO CORRECT LEADS US TO BELIEVE THAT THE OWNERS OF MY OWN PRIVATE IDAHO ARE NOT TRUSTWORTHY AND LAW-ABIDING.

6. Canal Access – Steep slopes on both sides of our canal make it very difficult for our Water Association to access the canal for maintenance and to keep water flowing. Constructing additional obstacles, including two bridges, makes it more difficult and dangerous for our Water Association to keep our water flowing.
7. Current damage to our Water Association canal caused a major wash out to one side of our water gate because the existing bridge and three coverts were unable to handle all the water in spring run-off. During heavy water flows, water that should be flowing through North Leigh Creek now overflows through our canal that has caused major property damage to one of our association members.
8. The My Private Idaho proposed building site for the house has been created by excavating large amounts of material which now boarders and encroaches on our canal system making it physically impossible to do repairs or maintenance on our canal where this rock and excavation material directly boarders it.
9. Request for a variance on 50’ wetland setback for a septic system. This required LDC setback was put in place for good reason. Attempting to circumvent the setback in this environmentally sensitive area is a mockery to the regulation.
10. “Two wrongs don’t make a right” - Previous owners of the proposed “My Own Private Idaho” project constructed a roadway, bridge and 3 coverts that now significantly negatively impact our canal system. On a site tour of the My Own Private Idaho property on April 26, 2025, Ron Hansen and I observed water from spring runoff going where it was not engineered and designed to go. Some of that water overflowed around our water gate severely damaging one side to the point that our water gate needs significant repairs to redirect the water back to North Leigh Creek. To engineer and design a project is one thing, but to assure that the engineering will work is another. Clearly the past engineering and construction in this area has failed resulting in an environmental calamity.
11. County Liability- Because this general area has experienced significant water flow problems due to prior construction of a roadway, bridge, and coverts, our County should deny this variance from being granted and prevent future legal liabilities. Certainly, a mishap of a County approved septic system in a wetland area could lead to legal ramifications.

CONCLUSION: My Own Private Idaho is attempting to “shoehorn” their development into an area that has no space due to steep slopes on both sides. This is a very environmentally sensitive area and includes a declared wetland. Due to all the grading, excavation and land clearing done by My Own Private Idaho, much of the natural plant habitat has been destroyed and non-native invasive plant material (noxious weeds) has overtaken the area. The proposed installation of straw wattle, silt fences, and turbidity curtains are not designed for high spring water runoff. The flooding and degradation to this environmentally sensitive area will only get worse.

Kind Regards,

Dennis Gertmenian

Watermaster, Grouse Creek Lateral Ditch Water Users' Association

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4 attachments

Nagle Permit Eastern Idaho Public Health.pdf
1057K

NWW-2020-52-I02 Corps Correspondence.pdf
605K

Illegal Water Channel Photo.pdf
1323K

Illegal Water Channel Aerial View.pdf
395K

From: Susan Gertmenian
[address redacted] Tetonia, ID

To: pz@tetoncountyidaho.gov

Sent: October 20, 2025

Re: Teton County Board of Commissioners Hearing scheduled Oct. 27, 2025, regarding My Own Private Idaho's Appeal of Denial of Variance Request by Planning and Zoning Commission

Dear Teton County Board of Commissioners,

As a neighbor located closely downstream from the development project proposed by "My Own Private Idaho," I hereby object to the granting of a variance for the following reasons:

1. My Own Private Idaho took action to purchase their property in 2019, while knowing, or having reason to know, at the time of purchase that a variance would already be required in order to develop that property. This is because prior to the time of purchase, new fire codes had already been adopted that would have restricted construction without a variance. Therefore, it is now unreasonable for My Own Private Idaho to claim hardship for being unable to develop the property if a variance is not granted. My Own Private Idaho created its own hardship by taking action to purchase the property with knowledge of existing laws that barred development.
2. Approval from the U.S. Army Corps of Engineers that was grated to My Own Private Idaho was specifically limited so as not to circumvent local regulations. Page 2 of the Department of the Army letter from August 28, 2025 states, that the "letter of authorization does not convey any property rights, or any exclusive privileges and does not authorize any injury to property or excuse you from compliance with other Federal, State or local statutes, ordinances, regulations or requirements which may affect this work." As our Teton County Board of Commissioners, you see a broader range of issues that affect your local population than a narrowly focused federal agency, and you have the duty to view that broader picture under your local regulations to reach your own determination.
3. It is ludicrous that My Own Private Idaho claims to have a right to develop the property in question because a previous owner was given a right to build a home on that property in 2008, over 17 years ago, a home which was never built! Substantial progress has not been made under that previous development permit, and such

permit has long since expired. Even it that original 2008 permit has not long since expired, My Own Private Idaho is not even trying to develop the property in the same manner, but has made material changes to that original plan, nullifying their ability to develop under that original permit. A reasonable person would have known and assumed these risks at the time of purchase.

4. Interpreting the provisions of the Land Development Code to deny a variance to the applicant would not deprive the applicant of rights commonly enjoyed by other properties of the zoning district in which the property is located. In fact, it would imply that if applicant is entitled to be given a variance to ignore the law, in the future, others would have to be granted the same rights to receive a variance to ignore the law. These laws were passed for a reason to protect the environment and the health as safety of residents, wildlife, and the environment. They should not be ignored.
5. Although a septic permit has allegedly been approved by the Idaho Department of Health, it will be illegal to build it as drawn because it is closer than 200' from permanent/intermittent surface water, which is the irrigation ditch.
6. I totally support all issues raised by the Grouse Creek Water User's Association, local farmers who water their animals and crops with the irrigation water, residents whose children play in the irrigation water, and those who seek to protect our wildlife, wetlands and environment. Allowing not only a home, but also a driveway, fire roads, a septic tank and a septic leach field to be developed within either the riparian buffer and/or wetlands, and too close to existing water sources, puts the health and safety of our residents and environment at too much risk due to potential damage to the environment, water toxicity, and flooding from spring run-off. It also would severely hinder the ability to safely maintain the irrigation canal without crushing the adjacent septic leach field due to difficulty of access caused by the steep bank on the opposite side of the canal. The canal will not be able to be cleared without crossing the leach field with heavy equipment. It is inevitable that the leach field will be crushed!
7. Finally, My Own Private Idaho failed to adequately explore building a studio-type cabin at the first leg of the existing driveway with the septic system and parking located under the pre-existing proposed homesite instead of building a home on that existing pad.

Sharon Fox <sfox@tetoncountyidaho.gov>

P&Z Letter -7280 N Leigh Creek Rd Permit

1 message

Ryan Daley [email redacted] Fri, Oct 17, 2025 at 1:32 PM
To: pz@tetoncountyidaho.gov

Ryan Daley
[address redacted]
[address redacted]
[email redacted]
[phone redacted]
10/17/2025

Teton County Planning & Zoning
150 Courthouse Drive, Suite 107
[address redacted]

Dear Planning & Zoning Board Members,

I am writing to express my strong support for Victoria Wood Nagle's application for a building permit to construct a home at [address redacted] As a longtime friend of Victoria, I can attest to her outstanding character, deep commitment to conservation, and potential to be an exemplary neighbor in our community.
Victoria is a person of integrity who has always demonstrated respect for the environment and those around her. She is a dedicated conservationist, as is evidenced by her personal choice to protect a 68-acre parcel of wetlands in the overdeveloped state of Massachusetts. Her plans for this property reflect the same ethos, intending to safeguard and preserve the land in a manner that minimizes environmental impact, preserves natural beauty and respects the rural character of our valley.

I understand the concerns some local residents have about development in Teton Valley, given the broader challenges facing rural mountain communities. However, I believe any opposition to Victoria's permit stems from misunderstandings rather than any valid concerns about her intentions.
The locals who are opposing this permit would do better not to jump to conclusions about Victoria's character. One instance of this is assuming that the name of the LLC for the property somehow indicates a "transplants sense of entitlement." This could not be further from the truth. Naming the LLC "My Own Private Idaho" shows nothing more than the owners light hearted sense of humor!! 'My Own Private Idaho' is a 1991 movie directed by Gus Van Sant staring River Phoenix and Keanu Reeves!

The very fact that there is any issue at all with this permit, makes me feel like I'm in the 'Twilight Zone' (another TV reference they'll claim to have never heard of). I think the opposition's worry over this future home exposes the sad state of discourse in our county regarding any and all development, rather than any valid concern about this particular property. Over the years, I have had countless conversations with her about land conservation and the importance of preserving the valley's heritage. Victoria and her family are exactly the kind of neighbors anyone would wish to have.

I urge the Planning and Zoning Department to approve this permit application. Granting this permit will not only allow a deserving family to create a home but also enrich our community with a responsible steward of the land. Thank you for considering my perspective and for your dedication to fair and thoughtful decision-making. I am available at [phone redacted] should you wish to discuss this further.

Sincerely,
Ryan Daley

Sharon Fox <sfox@tetoncountyidaho.gov>

[address redacted]

1 message

Shalise Benassi [email redacted] Fri, Oct 17, 2025 at 2:38 PM
To: "pz@tetoncountyidaho.gov" <pz@tetoncountyidaho.gov>

I've known Tory and Chip for five years and have followed their journey to build a modest home at [address redacted] [address redacted] I've never quite understood why it's been such a struggle for them. What I do know is that they have a deep respect for nature and have consistently demonstrated that through their actions.

For as long as I've known them, they've dedicated their time, energy, and resources to protecting and preserving 68 acres of wetlands in Massachusetts. I have no doubt they will bring that same care and commitment to the land they now own here in the valley.

As a Tetonia resident myself, I only wish more new builders in the area shared the Nagle's thoughtful and environmentally conscious approach to developing their homes and properties.

Sharon Fox <sfox@tetoncountyidaho.gov>

Comments on My Private Idaho Wetland Variance Hearing Appeal

1 message

Peggy Hinman [email redacted] Fri, Oct 17, 2025 at 12:29 PM
To: pz@tetoncountyidaho.gov

The following comments are submitted ahead of the scheduled hearing on the subject appeal. I request this be provided to the Commissioners and included in the hearing record.

Dear Board of County Commissioners,
Thank you for considering the following comments on the subject appeal. I am a resident of Teton County, Idaho. I have reviewed the documents and requirements related to this appeal. I am opposed to the variance request submitted by My Private Idaho. The planning and zoning commission's denial of the variance should be upheld on this appeal. My specific objections are as follows.
1. I object to My Private Idaho's proposal to locate the septic system such that it crosses over surface water of the state. The paperwork submitted by My Private Idaho includes plans to cross the North Leigh Canal with a bridge for access and a pipe for the septic system. The North Leigh Canal is classified as a relatively permanent surface waterbody that abuts the wetlands in the approved wetlands determination submitted by My Private Idaho. I question whether an individual septic system permit would even be issued under Idaho's Individual/Subsurface Sewage Disposal Rules (IDAPA 58.01.03) for a system that involves a surface waterbody crossing. The request for a variance was premature in the first place, as My Private Idaho has not even established it could get a permit for the proposed septic arrangement. The variance denial should be upheld.
2. Construction of a bridge and pipe crossing the North Leigh canal would require permission of the owner, which has not been obtained and it should not be assumed it would be granted. This is another question that should be answered prior to any decision on the part of the County and another reason the variance was properly denied.
3. The P&Z Commission denied the variance request in part because the owners themselves have created the need for the variance. This finding should be upheld on appeal. The owners chose this location for the home site when others are viable. The other choices may involve more cut and fill than the proposed location, but they do not pose the long term, on-going threat to surface water and continued disturbance of wetlands involved in the variance request. The choice of location was the owners' and this led to the need for the variance.
4. My Private Idaho threatens the County that denial of their variance request is a taking of their property rights (presumably entitling My Private Idaho to recover money from Teton County to compensate for the taking). I don't think this is the case. My Private Idaho has means of developing the property other than that proposed in their variance request. These alternatives are addressed in their submittals.
5. I cannot think of any project that is less in the public interest than this one. It is inconceivable that the public would get any benefit at all from locating a septic system over a state waterway. The risks are too great.
6. In my past professional experience with regulations and remediation of underground waste systems, it was most often found to be the **connections** in the systems that failed, not the tanks themselves. I think this is generally the case. The risk to the public posed by this proposal for a wastewater pipe to cross a canal (in addition to running through the adjacent wetlands) far outweighs any benefit.

Thank you for considering these comments. I urge the Commission to deny the appeal of My Private Idaho.

Margaret B (Peggy) HInman
[address redacted]
[address redacted]
Driggs Idaho
[phone redacted]

To: Teton County Commissioners
Brad Wolf
Dan Powers
Ron James

Re: Opposition to Variance Request by My Private Idaho

We, as a community, strongly oppose the variance request by My Private Idaho. We voiced multiple critical concerns during the meeting with the Planning/Zoning commissioners who then voted unanimously to deny the variance. We ask that you commissioners also side with the many constituents that you are bound to serve by your positions over one single interest. The probable negative impact of their desire to put a sewage line on a foot bridge at the very head of a main irrigation ditch poses too much risk for the entire population downstream.

This is a health and safety issue and the law states that variances cannot be injurious to constituents. There is a reason why it is not permissible to allow leech fields and septic systems in wetlands. This owner should be held to the same safety regulations as all other land owners. There have been several instances of E Coli contamination of waterways, even beaches that have caused significant damage with both health and financial ramifications.

A footbridge with an active sewer line over the irrigation ditch poses, at the very least, the below serious and unavoidable problems. We don't believe that the owners understand the nature of how winter ice accumulates and layers under running water, how freeze and thaw cycles heave and shift, and that even when all looks well, trouble can be brewing.

1. Rupture of the PVC pipe would be environmentally catastrophic.
   We all depend on this water for many uses, including but not limited to irrigation. Our stock drinks this water, our children and grandchildren play in it, people swim in the ponds fed by this water, wildlife drink it. This water is the lifeblood of our land. Allowing one single party to risk its purity for the rest of the community is unacceptable. Livelihoods depend on this water.

2. Maintenance nightmare.
   Even without the footbridge, our ditch riders clean this area of debris and beaver dams at considerable physical risk. It is steep and the footing is precarious. Adding a place for debris to accumulate is an increased hazard for maintenance. Spring runoff bringing in trees and debris will compromise the structure and create significant hardship. The land owner is not even maintaining the bridge that is currently present.

As a group, we ask that you deny the variance requested based on the law, health and safety concerns and the fact that the people you serve are making this request. We are counting on our commissioners to serve and protect the interests of the majority, the very people who voted you all into office.

Sharon Fox <sfox@tetoncountyidaho.gov>

Tory Woodnagle

Aspen Sebald [email redacted] Fri, Oct 17, 2025 at 1:41 PM
To: pz@tetoncountyidaho.gov

To whom it may concern,

I am writing in support of Tory Wood and her plans to build in Tetonia, My family and I have lived in Tetonia for seven years, and I've had the pleasure of knowing Tory for the past five.

Tory is a kind, thoughtful, and community minded person who consistently shows care for others, the environment, and the place she calls home. She has been such a positive presence in my life and has gone out of her way to help my family on many occasions. Tory is down to earth, respectful, and genuinely wants to contribute to the well being of our community.

I'm personally excited for her to have a home here. She has welcomed me and my boys to spend time on her property, enjoying the creek and the outdoors together, and I know she will be a wonderful neighbor and a great addition to Tetonia.

Please don't hesitate to reach out if you'd like to discuss my experience with Tory further.

Sincerely,

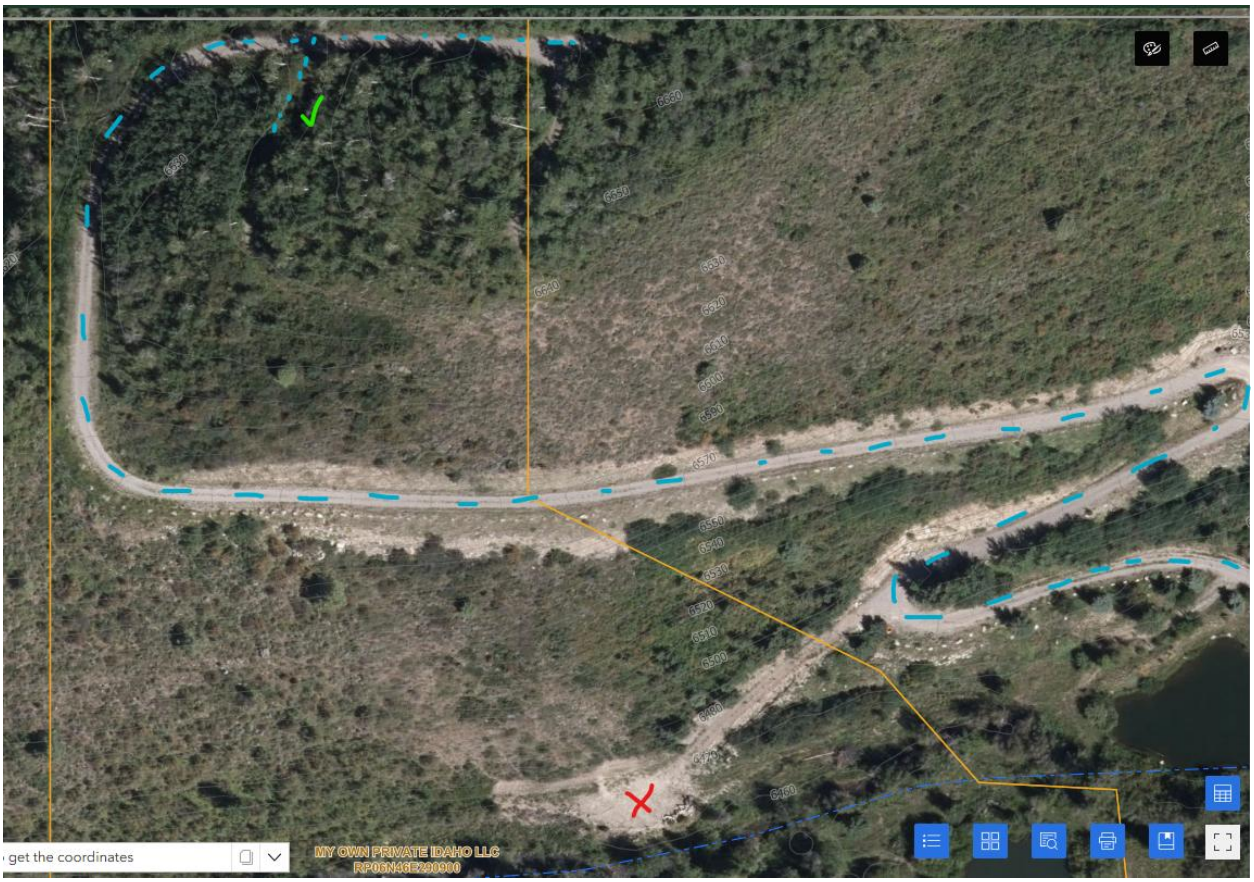
Aspen Sebald

Teton County Planning Department, 6/27/25

We are neighbors directly adjacent to the applicant parcel proposing a variance to Teton County building codes. In summary, we oppose granting a variance to established building codes because 1) the site characteristics DO NOT present undue hardship to the applicants (My Private Idaho LLC) as they have an acceptable and accessible alternative build site and 2) the proposed variance is directly in conflict of the public interest to protect sensitive wetlands and wildlife habitat.

Private property access and alternate build sites on Parcel RP06N46E290900

Property owners should be allowed to access their property and build in safe locations. However, several alternatives to the proposed build site exists. While parcel RP06N46E290900 does have a steep hillside in the middle of the parcel, it also already has a large road (a big private driveway) providing access to the top of the parcel where a gently sloped/nearly flat alternate build site exists. It even appears in satellite imagery that the alternate build site already has an access road/driveway with trees cleared to an obvious prime build location with views. Maybe the applicants are requesting this variance so they can 1st build a structure directly in the wetland buffer AND build a 2nd structure at the prime build site at a future date? That doesn't seem like a hardship. Fortunately for the applicants, the large established road/driveway ascending from the valley provides easy access to the alternate build site, but also to the applicant's other adjacent parcel to the East (RP06N46E290749) which also has a prime build site away from the wetlands. See imagery below:



As a separate consideration, the proposed build site in the wetland buffer appears to have been significantly altered which seems a direct conflict with Teton County Land Development Regulation codes (Div. 5.1. General Environmental Standards 5.1.1 D. Hopefully the cleared wetland buffer does not produce excess run-off into the wetland and require remediation.

Neighbors and Teton County residents value Wetlands and their preservation:

Wetlands are considered the most biologically diverse of all ecosystems, serving as habitats to a wide range of aquatic and semi-aquatic plants and animals. Wetland buffers, vegetated areas surrounding wetlands, are crucial for maintaining wetland health and function. They act as a filter for pollutants, slow down runoff, and provide habitat, ultimately contributing to cleaner water, flood control, and wildlife preservation.

Teton Land Development Code section 5-4-2 wetland buffers:

Teton County Idaho and its residents value wetlands and included their value by adopting rules to preserve them for future generations. This variance conflicts with Code 5-4-2. See below:

5-4-2 Riparian Buffers

A. Intent

Riparian areas are located along the banks and margins of rivers, *streams, creeks*, ponds, and other water bodies. Riparian zones and the plant communities within them provide habitat for wildlife, shading for fish, areas to attenuate floods, and water quality enhancement. The intent of this Section is to protect and maintain *riparian areas* in Teton County.

B. Applicability

This Section applies to new *development* and development activity on sites that contain riparian features. This includes *riparian areas* associated with *wetlands*, the Teton River, tributary *streams* and *creeks*, and lakes and ponds.

C. *Setback* Requirement

All physical *development,* development activity and use, except those specified in Section 5-4-2-D, is required to be set back from specified resources as shown in Table 7. The area within the *setback* is defined as the Riparian *buffer*.

Table7. Riparian Buffers

Resource	Setback Distance (A)	Measured From (B)
Teton River	100'	Ordinary high water mark
Stream or Creek	50'	Ordinary high water mark
Wetland 1	100'	U.S. Fish and Wildlife National Wetland Inventory boundary
Wetland 2	50'	Site specific *wetland delineation* approved by U.S. Army Corps of Engineers
Lake or Pond	50'	Ordinary high water mark

Subject Property Wetland Value:

Not all wetlands are the same and get classified/prioritized/valued for protection based on variables such their biodiversity, sensitive habitat for plants/animals, and watershed protections among others. The proposed variance for parcel RP06N46E290900 is a high value wetland from a biological, habitat, and watershed perspective. The same riparian tract has already been identified as high value and secured for conservation easements nearby (see adjacent parcel RP06N46E292401). The proposed building with wetland variance reduces the value and puts at risk the effectiveness of the adjacent protected easement creating a segmented riparian tract.

f. **Buffer.** The area protected by the setback is the "buffer" and shall remain free from physical development and use, parking, and open storage of vehicles, refuse, or any other material. Terrain disturbance for bona fide agricultural purposes, flood protection, wildlife habitat enhancement, or public pathways are permitted in the buffer upon receipt of applicable permits.

Thank you for your consideration.

Trevor Brown and Susannah French

[address redacted] Tetonia

TETON REGIONAL LAND TRUST

June 25, 2025

Teton County
Board of County Commissioners
150 Courthouse Drive
[address redacted]

Dear Commissioners,

Thank you for allowing Teton Regional Land Trust the opportunity to provide information regarding the proposal in question on land owned by My Private Idaho LLC. This development is adjacent to a 126-acre property owned by Shelly and Dennis Lowe which is subject to a perpetual conservation easement held by the Teton Regional Land Trust. The attached map depicts the proximity of the proposed activities in question to this conservation easement property. This conservation easement was recorded in the records of Teton County, Idaho on October 3, 1997 as Instrument Number 128506.

The Land Trust is obligated to ensure that the conservation values protected by the conservation easement on this property remain intact in perpetuity. This conserved property was protected because of its significant agricultural, natural, scenic, and wildlife habitat values. The property is adjacent to Bureau of Land Management property, lies near the Caribou-Targhee National Forest, nationally recognized views of the Teton Mountain Range, and is an important portion of the Greater Yellowstone Ecosystems. The property and surrounding land provide important big game winter range and aspen/mountain brush habitats which support large numbers of waterfowl, migratory songbirds, raptors, and other wildlife species, some of which are rare and sensitive. Wildlife found on the property include moose, mule deer, elk, black bear, grizzly bear, beaver, coyote, and numerous birds of prey, including red-tailed hawk, cooper's hawk, and saw-whet owl.

Furthermore, this property was protected for its scenic values, open space, and wetland, floodplain, and riparian habitats along North Leigh Creek and Wiggleton Hollow, which are vital to the protection of fish and wildlife populations, nutrient cycling, water quality, erosion control, and groundwater discharge.

The conservation easement on the Lowe property is consistent with the goals of the Teton County Comprehensive Plan that includes specific goals and policy recommendations supporting land conservation, including acquiring land and easements for resource protection and community character considerations. In an effort to fulfill our obligation to protect the conserved resources of this property, we would like to ensure the Commissioners are aware of the proximity of the proposed activities in question to the important resources protected by this conservation easement and the ecosystem-level significant resources of this area. The Land Trust is committed to ensuring the integrity of the resources we steward. Thank you for your consideration and helping us ensure that these lands remain protected for the benefit of present and future generations.

Sincerely,

Kim Trotter
Executive Director



Record Boundary

Route of Travel

Photopoint

July 3, 2025

Subject: My Private Idaho - Wetland Variance Hearing July 8, 2025 Comments

Dear Teton County Planning and Zoning Commissioners,

The Grouse Creek Lateral Ditch Water Users' Association is comprised of 17 members who depend on the delivery of water that flows through the proposed My Own Private Idaho.

Our Water Association opposes the My Own Private Idaho project for the following reasons:

1. Footbridge – to hold a sanitary sewer line that crosses our water system.
    a. We have good reason to believe that, sooner or later, the proposed sewer line could break loose and spew sewage into our water system.
    b. During high spring runoff, we continually clear the waterway because trees and other vegetation debris comes loose and blocks our water from flowing in the normal water channel. This debris flows with tremendous velocity and could easily blow out a footbridge.
    c. Proposed 1,000-gallon septic tank – What if the system malfunctions and overflows into the wetlands?
    d. Approximately 5-7 times per year we must clear the water way due to beavers damming up the water. Footbridges and vehicle bridges provide ideal structures for beavers to fortify their beaver dams. Ted Parker, Aquatic Biologist, tells us that a great deal of his time is taken up clearing out beaver obstructions around bridges and coverts.
    e. During the winter and early spring months, ice forms that can expand to the point to cause footbridges to be displaced.
2. Fire Turnaround Precast Concrete Bridge
    a. We oppose the fire bridge being constructed across our canal for many of the same reasons we oppose the footbridge.
    b. Additionally, we oppose it because excavation to construct the fire bridge will cause instability to our water canal.
3. Canal Access – Steep slopes on both sides of the water canal make it very difficult for the Association to access the canal for maintenance and to keep it flowing. Constructing additional obstacles, including two bridges, makes it more difficult for our Association to maintain its canal.

4. Recent damage to the water canal- the previous development at the My Private Idaho area already caused a major washout to one side of our canal due to the bridge and covert inability to handle all the water in spring run- off. During heavy water flows, water that should be flowing through North Leigh Creek now overflows through our canal.
5. The My Private Idaho proposed building site for the house has been created by excavating large amounts of material which now boarders and encroaches on our canal system making it physically impossible to do repairs or maintenance on our canal where this rock and excavation material directly boarders it.
6. Request for a variance on 50' wetland setback – This required LDC setback was put in place for good reason. Attempting to circumvent the setback in this environmentally sensitive area is a mockery to the regulation.
7. "Two wrongs don't make a right" - Previous owners of the proposed "My Own Private Idaho" project constructed a roadway, bridge and covert that now significantly negatively impact our canal system. On a site tour of the My Private Idaho property on April 26, 2025, Ron Hansen and Dennis Gertmenian observed water from spring runoff going where it was not engineered and designed to go. Some of that water overflowed around our water gate severely damaging one side to the point that our water gate needs significant repairs to redirect the water back to North Leigh Creek. To engineer and design a project is one thing, but to assure that the engineering will work is another. Clearly the past engineering and construction in this area has failed resulting in an environmental calamity.
8. County Liability- Because this general area has experienced significant water flow issues due to prior construction of a roadway, bridge, and covert, our County should prevent this project from occurring to prevent future legal liabilities. Certainly a mishap of a County approved septic system in a wetland area could lead to legal ramifications.

CONCLUSION: My Own Private Idaho is attempting to "shoe horn" their development into an area that has no space due to steep slopes on both sides. This is a very environmentally sensitive area and includes a declared wetland. Due to all the grading, excavation and land clearing, much of the natural plant habitat has been destroyed and non-native invasive plant material (noxious weeds) is overtaking the area. The proposed installation of straw wattle, silt fences, and turbidity curtains are not designed for high spring water runoff. The flooding and degradation to this environmentally sensitive area will only get worse.

Kind Regards,

Nick Beard
President
Grouse Creek Lateral Ditch Water Users' Association

cc: Ted VanHolland, Harmony Design and Engineering

Sharon Fox <sfox@tetoncountyidaho.gov>

[address redacted] My Private Idaho Wetland Variance Request

2 messages

Amy Verbeten [email redacted] Tue, Jul 8, 2025 at 12:25 PM
To: "pz@tetoncountyidaho.gov" <pz@tetoncountyidaho.gov>, "dleemon@tetoncountyidaho.gov" <dleemon@tetoncountyidaho.gov>
Cc: "wpenfold@tetoncountyidaho.gov" <wpenfold@tetoncountyidaho.gov>, "twertenbruch@tetoncountyidaho.gov" <twertenbruch@tetoncountyidaho.gov>, "wkaufman@tetoncountyidaho.gov" <wkaufman@tetoncountyidaho.gov>, "jweber@tetoncountyidaho.gov" <jweber@tetoncountyidaho.gov>, "ckohut@tetoncountyidaho.gov" <ckohut@tetoncountyidaho.gov>, Will Stubblefield [email redacted]

To: Teton County Planning and Zoning Commission
Re: [address redacted] My Private Idaho Wetland Variance Request

Please accept this written comment, on behalf of Friends of the Teton River, on the request for a variance for [address redacted] [address redacted] My Private Idaho.

The mission of Friends of the Teton River (FTR) is to restore and conserve the Teton River Watershed, ensuring a lasting legacy of clean water, healthy streams, and a thriving wild fishery. We implement programs and projects founded on sound science, community education, and cooperation with landowners, citizens, and agency partners. As such, comments from FTR are often requested by our partners, stakeholders, and/or agency partners on land use changes that may have an impact on water resources. We approach these comments from a scientific standpoint and try to ensure that our comments reflect the best science available to us at the time of writing.

The Teton Basin (which includes the Teton River and its associated wetlands and tributaries) is consistently ranked among the top conservation priorities in the Greater Yellowstone region (Noss et al 2002[1]). Conservation of Teton Basin wetlands is a high priority for numerous agencies and organizations, including the Idaho Department of Fish and Game, as designated in the Idaho State Wildlife Action Plan.[2] As such, FTR believes that protection of Teton Basin wetlands is an important issue of public interest, and therefore, any special variance which would encroach on wetlands in the Teton Basin should be very carefully considered.

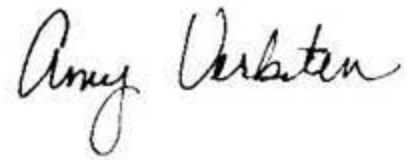
We were made aware of the [address redacted] My Private Idaho Wetland Variance Request by several landowners and water users who are concerned that construction within the No. Leigh Creek wetland would not only damage wetland resources but could also impact the ability of water right holders to divert their legal water rights. At this time, FTR is unable to assess the potential impact due to incomplete information about the project included with the variance application materials on the county website. The variance narrative references multiple bridges as well as an emergency vehicle access turnaround. However, no plans or sketches of the proposed project are included as attachments, and no information about the location or sizing of proposed bridges or turnarounds is provided beyond a brief mention of the total impacted acreage.

FTR requests that Teton County require the applicant to submit complete plans for the proposed project prior to considering the request, so that the impacts of the project, the actual need for the proposed variance, and the options for alternatives can be adequately assessed.

Additionally, we encourage the applicant to work with Teton County to propose a building plan that does not require a wetland variance, by locating all proposed development within existing uplands. A precedent-setting variance allowing further development within important wetlands should be undertaken only if all other options have been fully explored and deemed infeasible.

Please let me know if you have questions or need additional information.

Sincerely,



Amy Verbeten
Executive Director
[phone redacted] ext. 13
[email redacted]

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[1]Noss et al, 2022 https://www.researchgate.net/publication/240652401_A_Multicriteria_Assessment_of_the_Irreplaceability_and_Vulnerability_of_Sites_in_the_Greater_Yellowstone_Ecosystem
[2] Idaho Department of Fish and Game. 2017. Idaho State Wildlife Action Plan, 2015. Boise (ID): Idaho Department of Fish and Game. Grant No.: F14AF01068 Amendment #1. Available from: http://fishandgame.idaho.gov/. Sponsored by the US Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program.

Amy Verbeten
Executive Director
Friends of the Teton River
[address redacted]
[address redacted] Suite 310
[address redacted]
[phone redacted] ext. 13
[email redacted]

Description: FTRlogo_without fish

Working together for clean water, healthy streams & resilient fisheries

Book time to meet with me

Dan Leemon <dleemon@tetoncountyidaho.gov> Tue, Jul 8, 2025 at 1:11 PM
To: Joshua Chase <jchase@tetoncountyidaho.gov>, Sharon Fox <sfox@tetoncountyidaho.gov>, Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

[Quoted text hidden]

--
Dan Leemon
Senior Environmental and Recreation Planner
Teton County Idaho
(208)776-8240 Ext. 209
dleemon@tetoncountyidaho.gov

The issue:

My Own Private Idaho LLC wetland variance request. My Private Idaho LLC is requesting a variance to build a 2-bedroom house within 50 inches of the wetland. The variance is asking for the ability to place a house 50 inches from a wetland in contradiction of the minimum 50 feet setback set by Teton County.

The value and ecological importance of wetlands:

Wetlands are often isolated but essential ecological communities that represent unique ecosystems. While there are many types of wetlands, all are essential in the regulation and maintenance of water systems by filtering water, reducing run-off and thus flooding, and provide habitats for many plants and animals. In addition, wetlands help to sustain adjacent ecological communities such as grasslands or forests (Bhowmil 2022). If wetlands are fragmented the flow of water is interrupted and, their effectiveness at supporting neighboring communities will be reduced or eliminated (Mitsch and Gosselink 2000).

Teton County Development Code that addresses wetland (riparian) buffers:

5-4-2 Riparian Buffers

A. Intent

Riparian areas are located along the banks and margins of rivers, *streams, creeks*, ponds, and other water bodies. Riparian zones and the plant communities within them provide habitat for wildlife, shading for fish, areas to attenuate floods, and water quality enhancement. The intent of this Section is to protect and maintain *riparian areas* in Teton County.

B. Applicability

This Section applies to new *development* and development activity on sites that contain riparian features. This includes *riparian areas* associated with *wetlands*, the Teton River, tributary *streams* and *creeks*, and lakes and ponds.

C. *Setback* Requirement

All physical *development,* development activity and use, except those specified in Section 5-4-2-D, is required to be set back from specified resources as shown in Table 7. The area within the *setback* is defined as the Riparian *buffer*.

Table7. Riparian Buffers

Resource	Setback Distance (A)	Measured From (B)
Teton River	100'	Ordinary high water mark
Stream or Creek	50'	Ordinary high water mark
Wetland 1	100'	U.S. Fish and Wildlife National Wetland Inventory boundary
Wetland 2	50'	Site specific *wetland delineation* approved by U.S. Army Corps of Engineers
Lake or Pond	50'	Ordinary high water mark

The requested variance is for a house to be built 50 inches from the wetland, which is significantly closer than the 50 feet setback outlined in the Teton County Code 5-4-2.

***My Own Private Idaho LLC* Parcel RP06N46E290900**:

Wetlands represent a diversity of communities including marshes, bogs, ponds and riverine wetlands (Bhowmil 2022). The wetland on parcel RP06N46E290900 is a highly valued wetland that influences the surrounding habitats and watershed. In fact, the adjacent parcel (RP06N46E292401), which supports the same riverine wetland as parcel RP06N46E290900 (*My Own Private Idaho LLC*) has been identified as high value and has been designated for conservation easements. The proposed home site will negatively influence the riverine wetland system and likely remove the ecological functioning of the entire riverine wetland system.

Need for the variance:

The variance is requested for an exception to the Teton County wetland setback on parcel RP06N46E290900, which is a 15 acre with a road that provides access the interior of the parcel. The road provides access to several potential home sites, thus negating the need for the variance.

Recommendation:

We recommend that the council deny the variance on parcel RP06N46E290900 because 1) the proposed house site is too close to the riverine wetland and will negatively affect the entire wetland system, and 2) there are several house sites available on the parcel with an existing road to them. These two issues negate any need to support a variance on the distance to a wetland to parcel RP06N46E290900 and there is no undue hardship is present at the parcel and the proposed build site variance is in conflict of the public interest including neighboring property owners.

Thank you for your consideration.

Pat Terletzky, Ph.D Ecology

Eric Gese, Ph.D Wildlife Ecology

2650 Shoshone Lane, Tetonia

Literature cited:

- Bhowmil, S. 2022. Ecological and economic importance of wetlands and their vulnerability: A review. In Research Anthology on Ecosystem Conservation and Preserving Biodiversity.
- Mitsch, W. J., and J. G. Gosselink. 2000. The value of wetlands: importance of scale and landscape setting. Ecological Economics 35:25-33.

TETON COUNTY, IDAHO I Planning & Zoning Commission

Written Decision for My Own Private Idaho Variance Request

SUMMARY

On July 8, 2025, the Teton County Planning & Zoning Commission ("PZC") held a public hearing for the Variance Request for My Own Private Idaho LLC property located at 7284 N Leigh Creek Rd. near Tetonia.

The proposal is located on a parcel at RP06N46E290900. The current zoning for this property is FH-20, Foot Hills Priority Protection 20-acre average density. Pursuant to Teton County Land Development Code ("LDC") § 5-4-2(C), all physical development, development activity and use are required to be set back 50 feet from a "Wetland 2" resource, as exists in relation to this application for a variance.

The PZC hereby DENIES this variance request based on the review criteria in LDC §§ 4-9 and 5-4-2.

PZC Members Present: Wyatt Penfold, Tyler Wertenbruch, James Weber, and Carl Kohut

PZC Members Absent: Wade Kaufman, Tom Braun, and Rebeca A Baker

Applicant Representative Present: Ted Van Holland of Harmony Engineering & Design.

Applicable Standards and Criteria for Application Evaluation

LDC § 4-9 Variances

A. Applicability

1. Variances can only be approved for the modification of the bulk and placement requirements of the LDC as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, height of buildings, or other LDC provisions affecting the size or shape of a structure or the placement of the structure upon lots, or the size of lots, as outlined in Idaho State Code 67-6516. Variances are considered through a quasi-judicial process.
2. A variance is not a right or special privilege and may be granted only upon a showing of:
    a. Undue hardship because of characteristics of the site; and
    b. That granting of the variance is not in conflict with the public interest.

....

E. Review Criteria

The recommendation of the Administrator and decision of the PZC of whether the applicant has made a showing of lawful Undue hardship, will be based on the following criteria:

1. If the variance application relates to a public-school facility, that the subject property is appropriate for development allowed in the proposed Zoning District, including the impacts authorized for review under Idaho Code § 67-6519(3).

2. A literal interpretation of the provisions of the LDC would effectively deprive the applicant of rights commonly enjoyed by other properties of the Zoning District in which the property is located;
3. Granting the requested variance will not confer upon the property of the applicant any special privileges that are denied to other properties of the Zoning District in which the property is located;
4. The requested variance will be in harmony with the purpose and intent of the LDC and will not be injurious to the neighborhood or to the general welfare;
5. The special circumstances are not the result of the actions of the applicant;
6. The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure;
7. The variance does not permit a use of land, buildings or structures, which are not permitted by right in the Zoning District or the LDC, including Chapter 5;
8. Granting of the variance is not in conflict with the public interest; and
9. The variance does not reduce the lot size below the minimum lot size allowed in the Zoning District, except as provided in section 1-8.

Reasoning and Analysis

The PZC has acted without any effect on their decision by any information presented after the close of the public hearing in this matter.

In the sense described in LDC § 4-9(E)(5), the PZC finds that the "special circumstances" that require the variance now sought by the applicant include the location in which the applicant is putting the home it desires to build on this property. That circumstance—*i.e.*, the location of the proposed home on this property—is clearly the result of actions and choices made by the applicant. *See* LDC § 4-9(E)(5).

As to the "minimum variance" issue that is the subject of LDC § 4-9(E)(6), the PZC finds that this proposed use of the land and of this specifically-proposed building or structure (the home) could be accomplished in another location on this same property that would require less of a variance than what is sought in this application. Therefore, this application cannot be considered "the minimum variance" possible necessary to "make possible the proposed use of the land, building, or structure". LDC § 4-9(E)(6).

Further, the [redacted] must assess whether this application "is not in conflict with the public interest". LDC § 4-9([redacted] As evinced in the LDC, the policy of Teton County has been implemented to protect a sig[redacted]t public interest in the wetlands and riparian corridors within Teton County. Among othe[redacted]s, this public interest is demonstrated in the 50-foot setback requirement specified in [redacted] 5-4-2(C). While there are other public interests in allowing development, the PZC finds t[redacted]en the alternatives available to this applicant in relation to this proposal on this propert[redacted] are other steps that the applicant can take (but has not done) that would allow the de[redacted]ment of this property while requiring less of a variance. As a result, this current pro[redacted] not in the public interest, because reasonable steps can be taken to allow developme[redacted]s property as proposed while also protecting the public interest in wetlands.

[phone redacted]

MOTION

For these reasons, on July 8, 2025, the PZC passed a verbal motion as follows:

Having concluded that the Review Criteria of a Variance found in Chapter 4-9 of the Land Development Code have not been satisfied in the application materials submitted June 12, 2025, the Planning & Zoning Commission DENIES the Variance sought by My Own Private Idaho LLC for its property, which variance relates to LDC § 5-4-2(C) as requested, for the following reasons:

1. *Criteria #5: the proposal does appear to offer special circumstances due to inaction by the owner to consider alternative home location than the one that was previously outlined in their proposal from February 29th;*

2. *Criteria #6: the disturbance does not appear to be the minimum variance that could be requested;*

3. *Criteria #8: based on public comment the variance does appear to be in conflict with the public's interest.*

Commissioner Carl Kohut made the motion. Commissioner James Weber seconded the motion. No additional discussion.

AYES: James Weber, Tyler Wertenbruch, Wyatt Penfold, and Carl Kohut
NAYES: None

CONCLUSIONS

Having given due consideration to the application and materials presented, and to the review criteria in Teton County Land Development Code § 4-9, the Teton County Planning & Zoning Commission hereby makes the following conclusions:

1. The proper legal requirements for advertisement of the public hearing have been fulfilled as required by Idaho Code, Title 67 and Chapter 4-2(0) of Teton County LDC. The public hearing for the Planning & Zoning Commission was duly noticed in the Teton Valley News on May 21 and May 28, 2025. A notification was sent via mail to surrounding property owners within a 300-foot buffer area on May 16, 2025. A notice was also posted on the property providing information about the public hearing on May 27, 2025.
2. The review criteria in LDC § 4-9 for the proposed variance are not satisfied, specifically subsections 5 ,6, and 8 of LDC § 4-9(E).
3. The request specifically appears to offer special circumstances due to inaction by the owner to consider alternative home location than the one that was previously outlined in their proposal from February 29th.
4. The disturbance does not appear to be the minimum variance that could be requested.
5. Based on public comments, the variance does appear to be in conflict with the public's interest.
6. Therefore, this application is hereby DENIED by the Teton County Planning & Zoning Commission.

Wyatt Penfold

Chair of Teton County Planning & Zoning Commission

Certificate of service
I hereby certify that on this 29th day of August 2025, I served a true and correct copy of the foregoing document upon the following:

Joshua Chase,

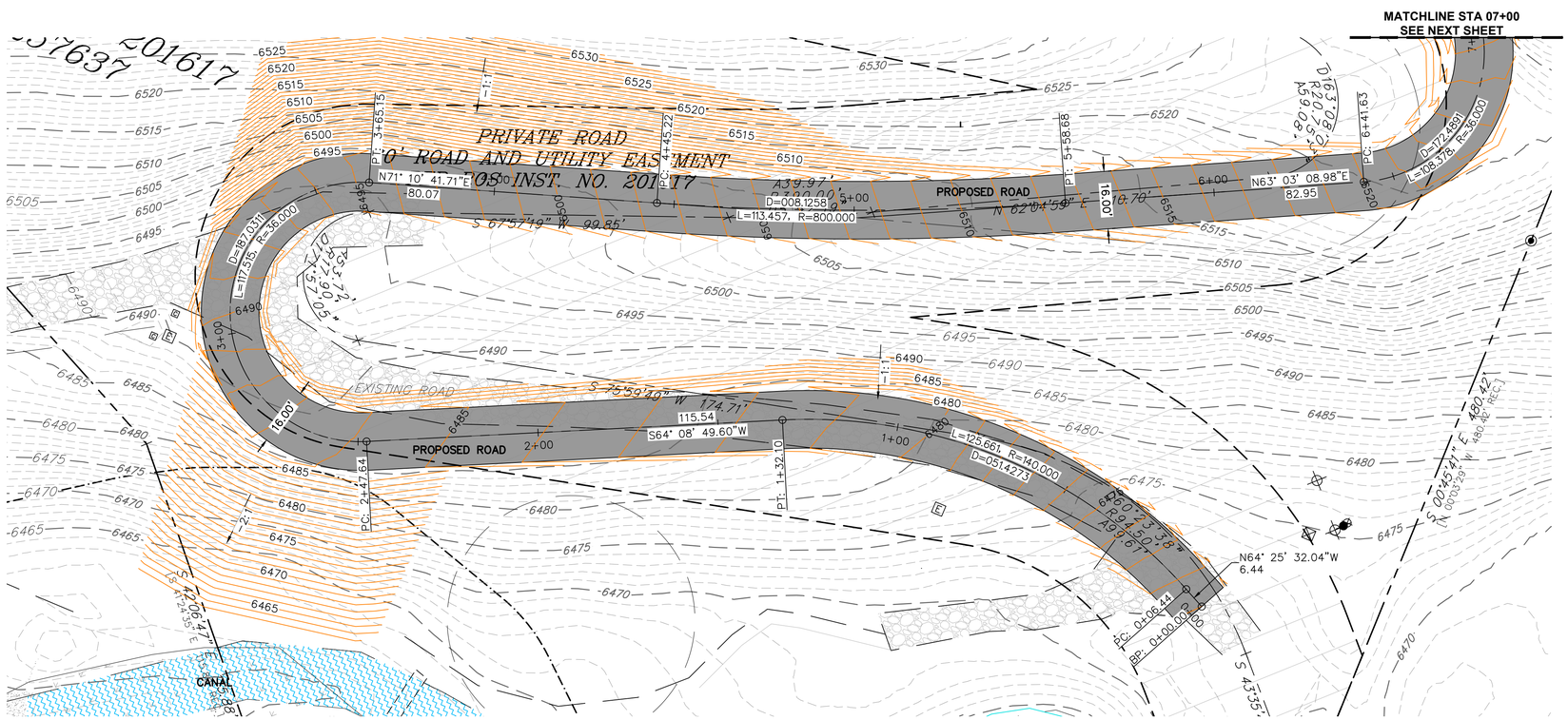
8/29/2025
Date

My Own Private Idaho, LLC c/o Ted Van Holland
[email redacted]

[✓] E-Mail

NOTICE OF APPLICABLE RIGHTS

Applicants have a right to request a regulatory taking analysis of this decision pursuant to Idaho Code § 67- 8003. Further, per LDC § 4-15, an applicant or an affected person has the right to appeal or seek reconsideration of this decision.

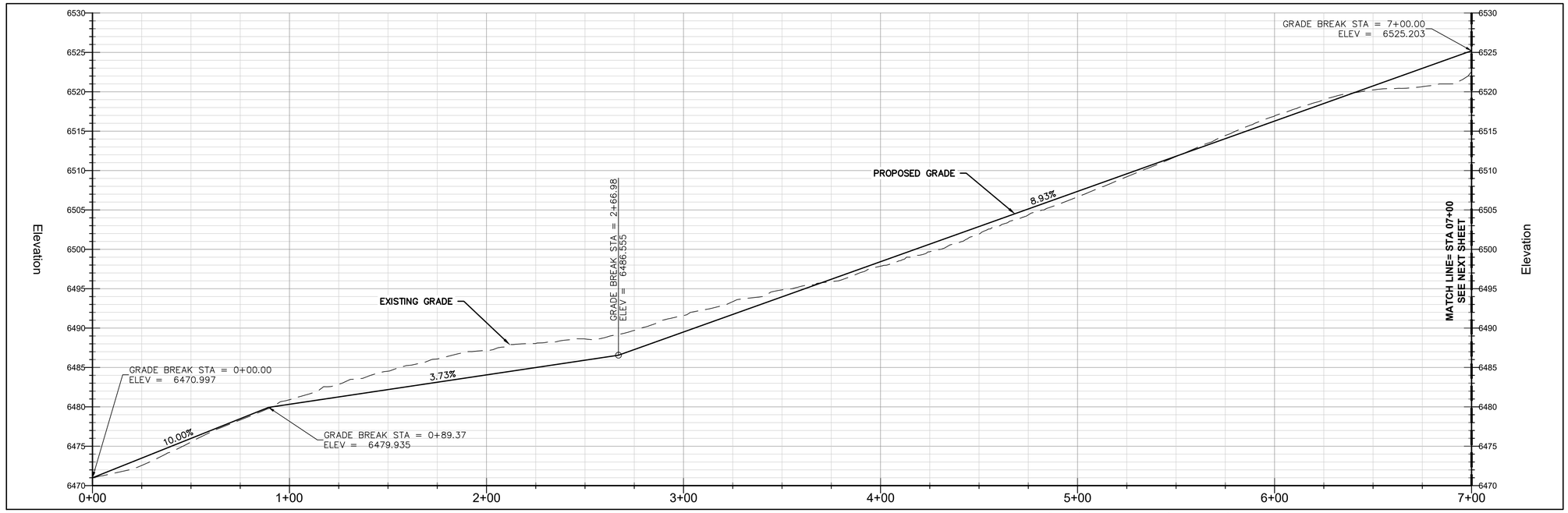


EARTHWORK NOTES

TOTAL CUT = 12,026 CY
TOTAL FILL = 1,958 CY
NET = 10,068 (CUT)

38,571 SQUARE FEET OF IMPACTED AREA WITH SLOPES GREATER THAN 30%

DRIVEWAY ALIGNMENT- PLAN VIEW
STA 00+00 - STA 07+00



DRIVEWAY ALIGNMENT- PROFILE VIEW
STA 00+00 - STA 07+00

30' 15' 0 30' 60'
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 7.5'

HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

DRAWING IS TO SCALE IF 8.5" X 11" SHEET:
1" = FULL SCALE
2" = HALF SCALE

FILE: 23068-ALT.DWG

PROJ. #: 23068

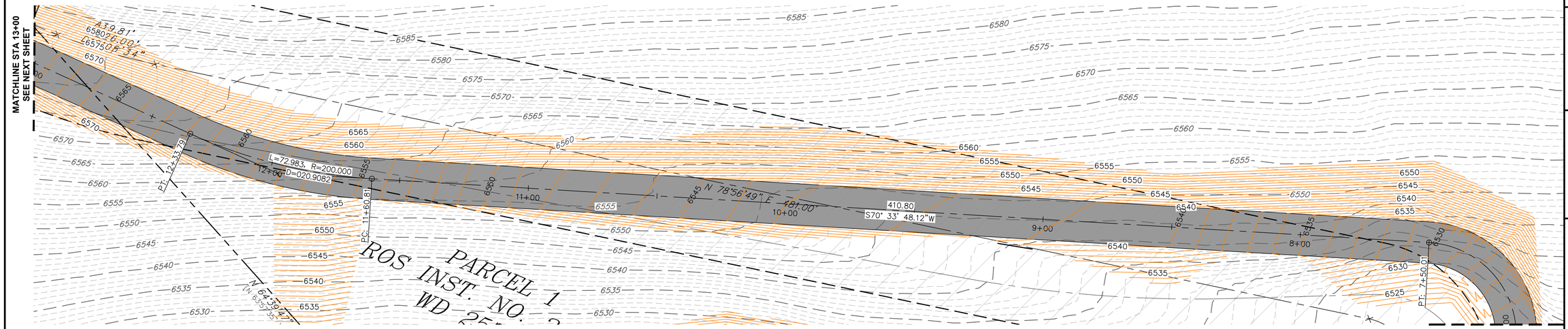
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REVISIONS:

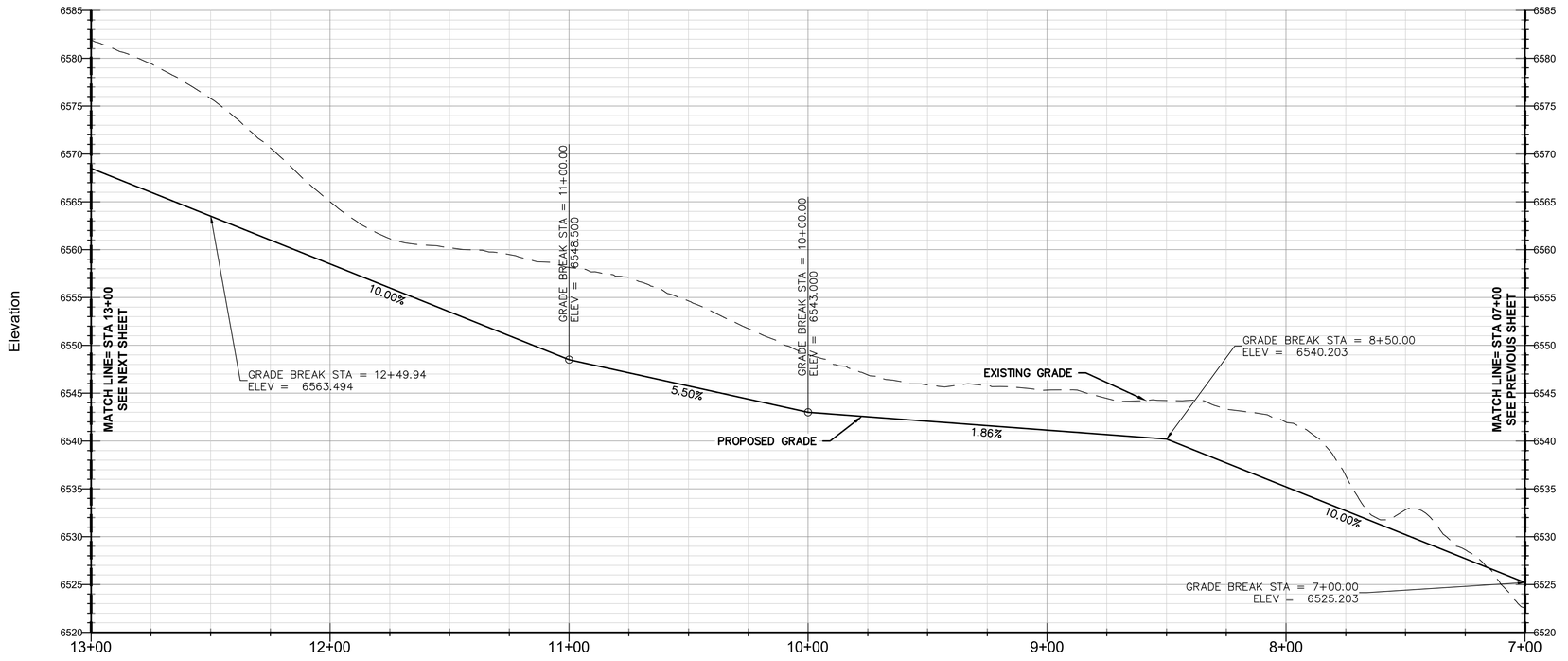
PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

DRIVEWAY ALIGNMENT 1 PLAN & PROFILE
STA 00+00 - 07+00

SHEET #
ALT1.1



DRIVEWAY ALIGNMENT- PLAN VIEW
STA 07+00 - STA 13+00



DRIVEWAY ALIGNMENT- PROFILE VIEW
STA 07+00 - STA 13+00

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DRAWING IS TO SCALE IF PRINTED ON 22" X 34" SHEET
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2" = HALF SCALE

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PROJ. #: 23068

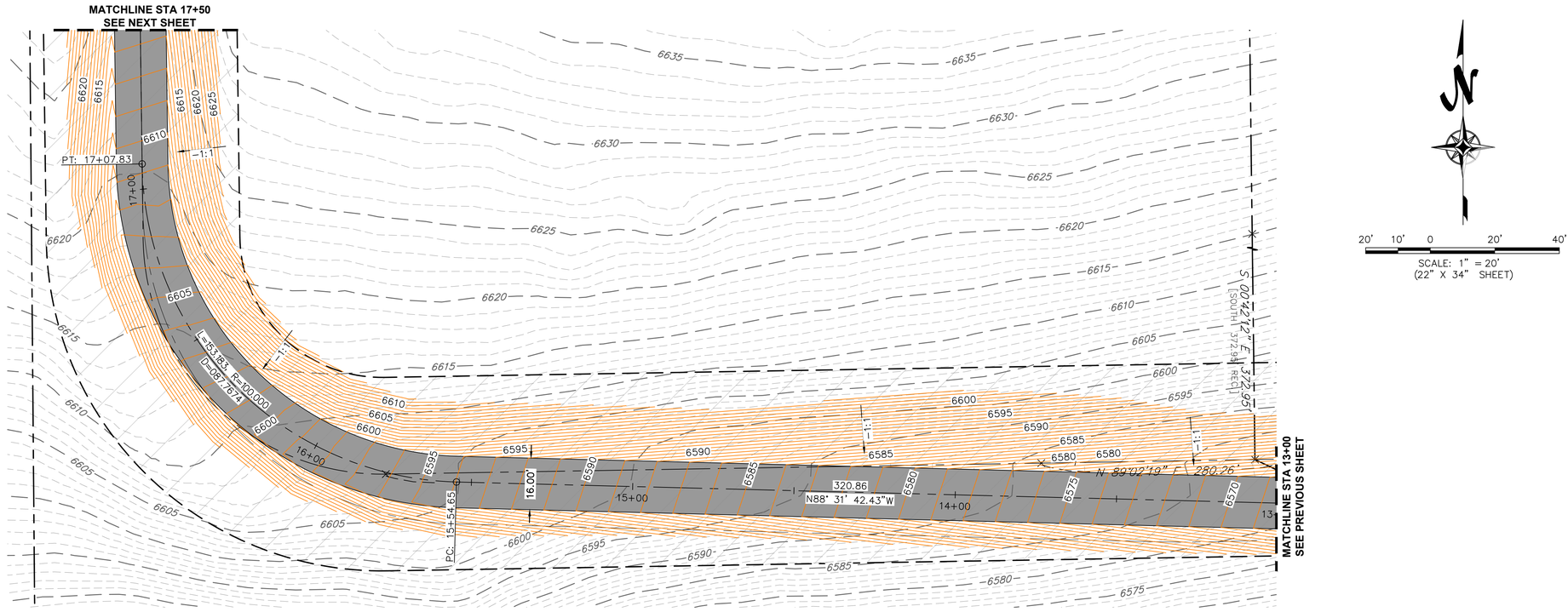
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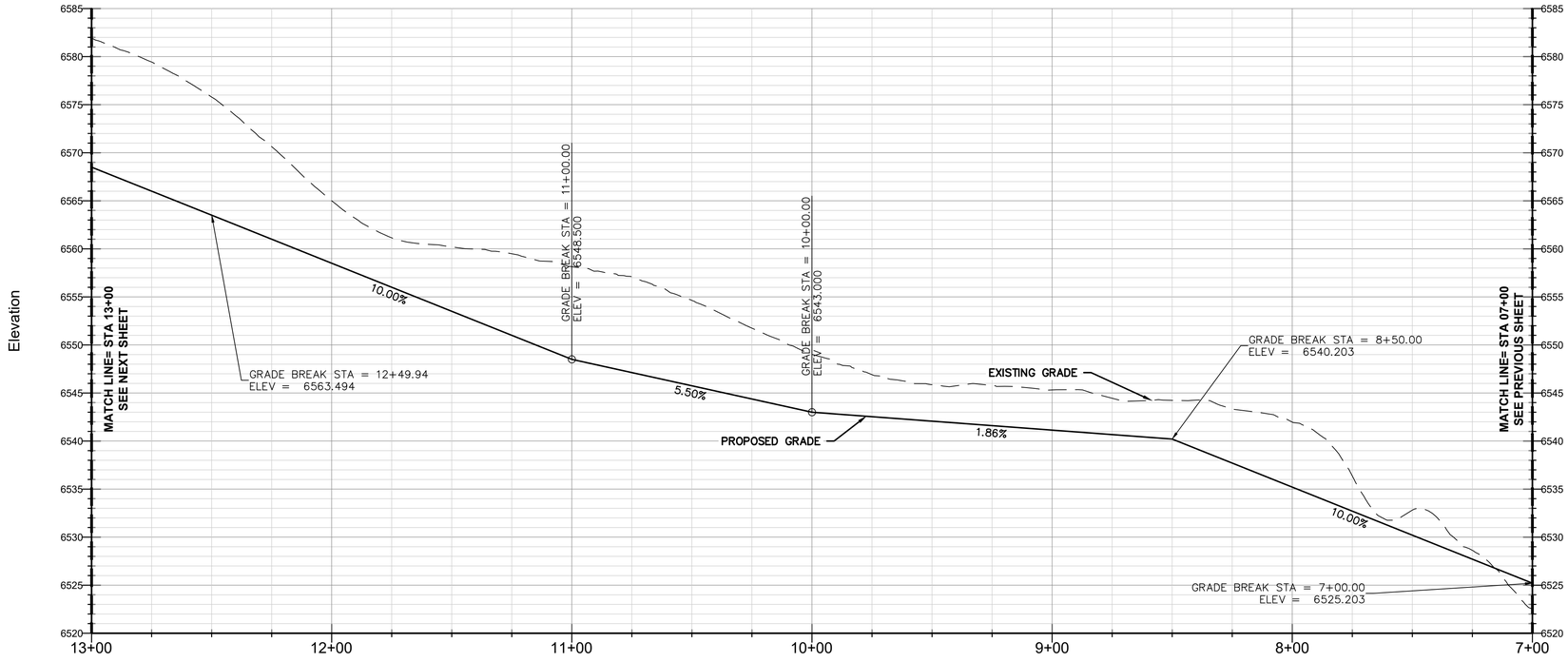
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7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

DRIVEWAY ALIGNMENT 1 PLAN & PROFILE
STA 07+00 - 13+00

SHEET #
ALT1.2



DRIVEWAY ALIGNMENT- PLAN VIEW
STA 13+00 - STA 17+50



DRIVEWAY ALIGNMENT- PROFILE VIEW
STA 13+00 - STA 17+50

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208.354.1331 • www.harmonydesigninc.com

DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
2" = HALF SCALE

FILE: 23068-ALT.DWG

PROJ. #: 23068

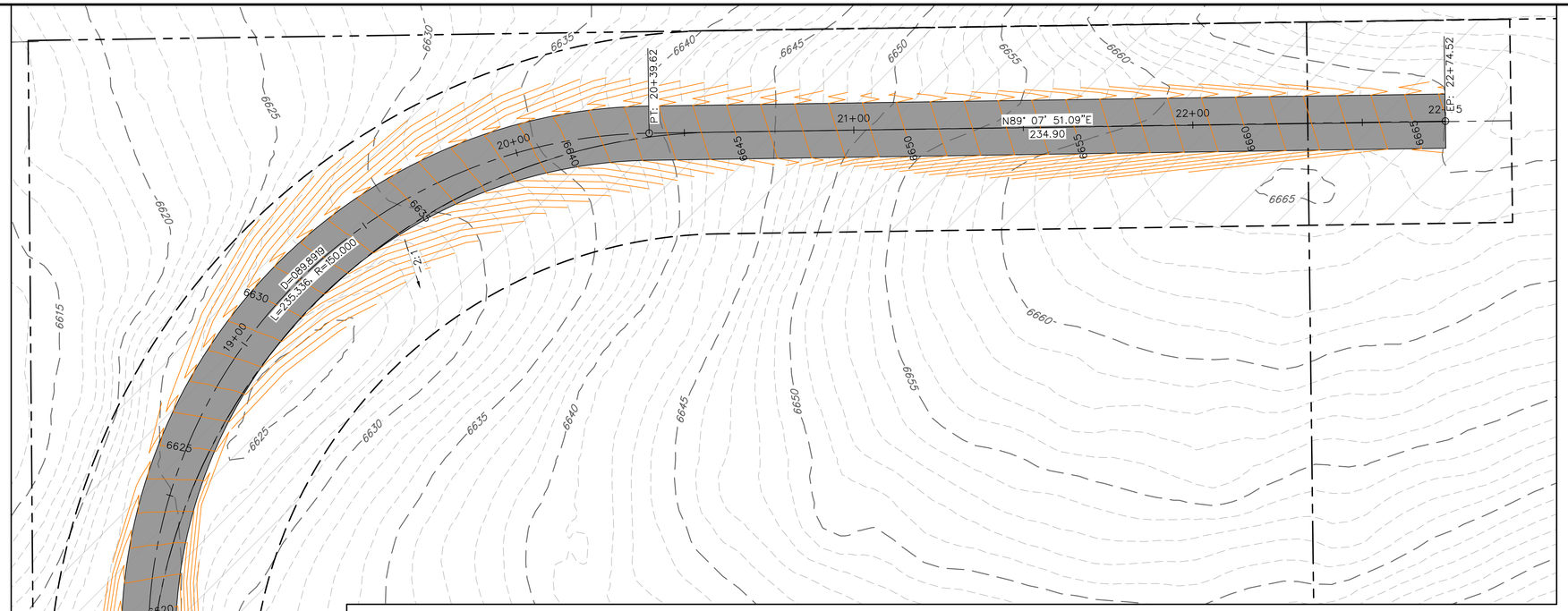
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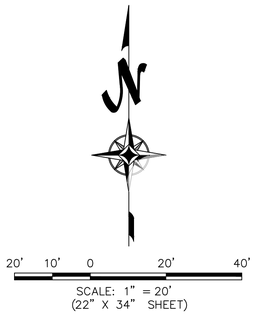
REVISIONS:

PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

DRIVEWAY ALIGNMENT 1 PLAN & PROFILE
STA 13+00 - 17+50

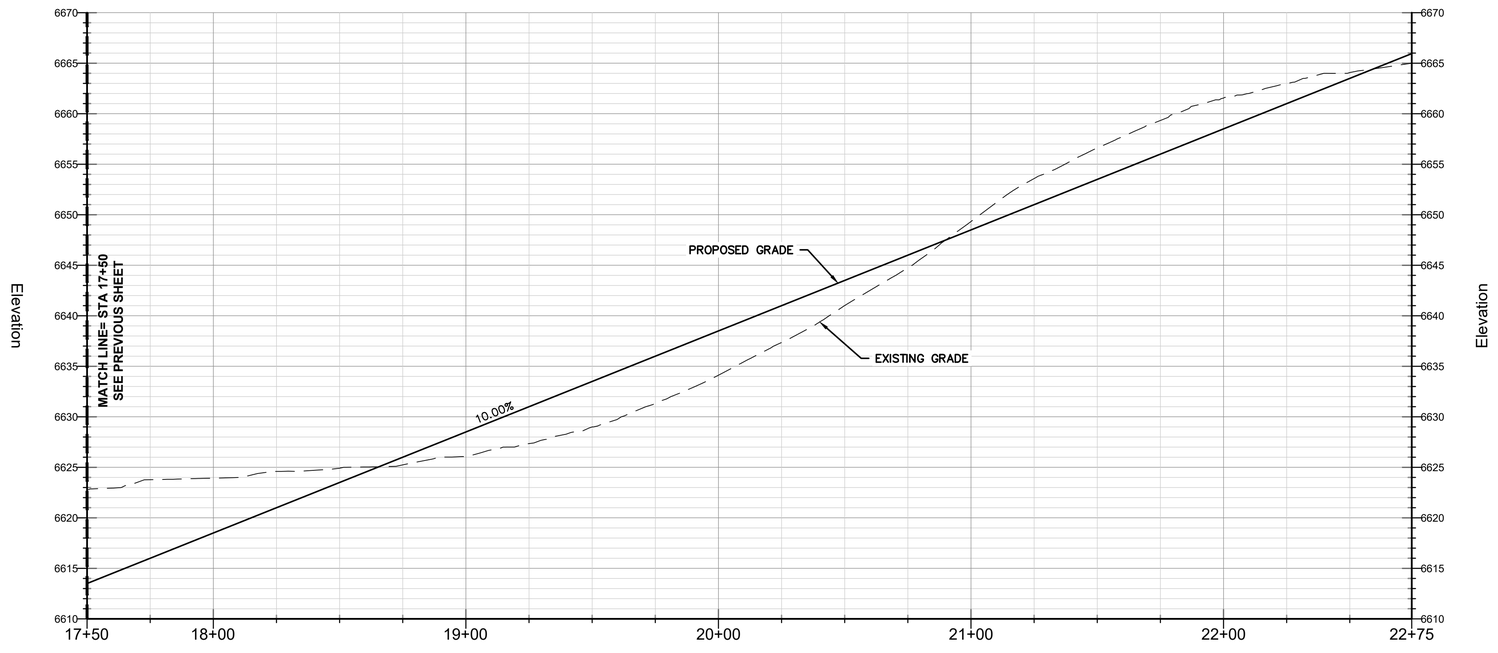
SHEET #
ALT1.3





DRIVEWAY ALIGNMENT- PLAN VIEW
STA 17+50 - END

MATCHLINE STA 17+50
SEE NEXT SHEET



DRIVEWAY ALIGNMENT- PROFILE VIEW
STA 17+50 - END

30' 15' 0 30' 60'
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 7.5'

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DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

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PROJ. #: 23068

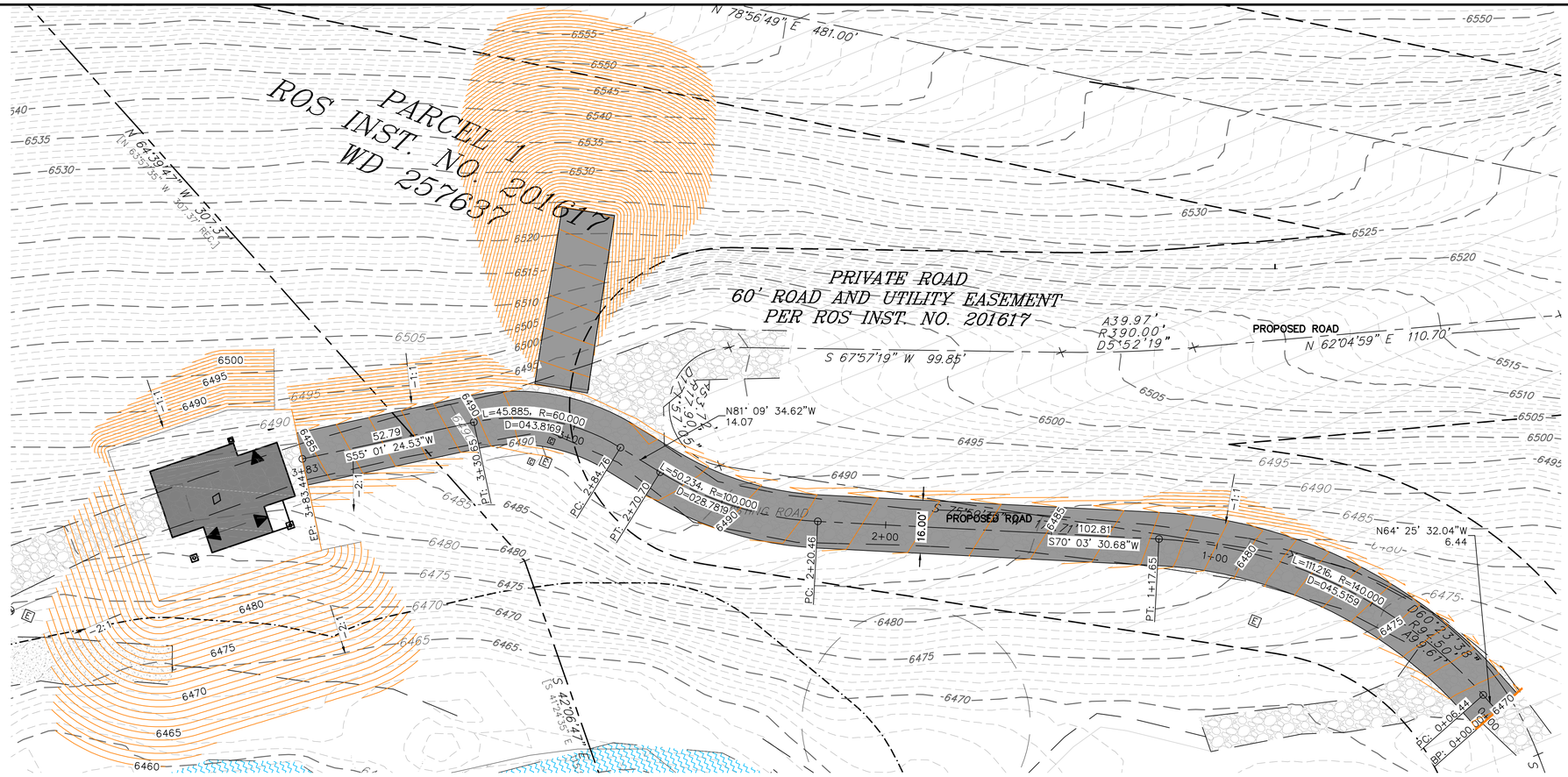
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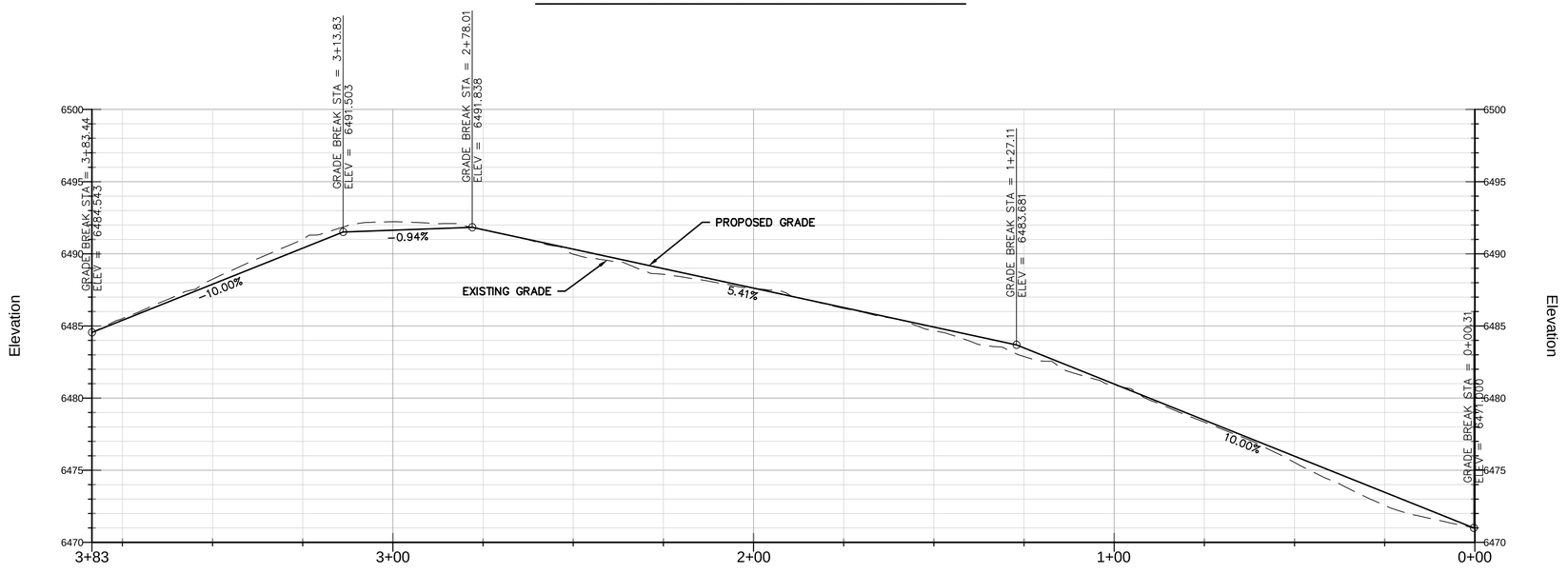
PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID

DRIVEWAY ALIGNMENT 1 PLAN & PROFILE
STA 17+50 - END

SHEET #
ALT1.4



DRIVEWAY ALIGNMENT- PLAN VIEW



DRIVEWAY ALIGNMENT- PROFILE VIEW

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

20' 10' 0 20' 40'
SCALE: 1" = 20'
(22" X 34" SHEET)

EARTHWORK NOTES

TOTAL CUT = 3297 CY
TOTAL FILL = 1699 CY
NET = 1599 (CUT)

12905 SQUARE FEET OF IMPACTED AREA WITH SLOPES GREATER THAN 30%

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www.harmonydesigninc.com
phone:enclosed

DRAWING IS TO SCALE IF 8½" X 11" SHEET
1" = FULL SCALE
½" = HALF SCALE

FILE: 23068-ALT.DWG
PROJ. #: 23068

DATE: 9/11/2025
REVISIONS:

PROJECT NAME
WOOD RESIDENCE
7200 NORTH LEIGH CREEK ROAD, TETONIA, ID
DRIVEWAY ALIGNMENT 2 PLAN & PROFILE

SHEET #
ALT2.1

September 23, 2025

Attn:
Teton County
150 Courthouse Dr
Driggs, ID 83422

RE: Letter of Understanding- Development Agreement for Peaked Mountain Ranch

To Whom it May Concern,

We are prospective buyers of the Peaked Mountain Ranch subdivision and seek security in the agreement signed on February 24, 2025 between Teton County Idaho and Powder Day Development, LLC. Specifically, we seek to purchase the LLC, Powder Day Development, LLC from its current owners, the Lucks, for the sole purpose of assuming the Development Agreement currently negotiated, without edit, and completely as written.

We seek written assurance, as evidenced by this signed letter, of the County's willingness to abide by, and acceptance of, existing terms of the aforementioned Development Agreement with new members of Powder Day Development, LLC. We seek written assurance the transfer of ownership will not hinder the new members' ability to develop the subdivision under the currently approved Development Agreement. Furthermore, any signatory requirements Teton County Idaho may ask for will not be delayed nor cause a delay to the commencement of the project, so long as the terms of the contract are honored by the new members of Powder Day Development, LLC.

To further satisfy our financial partners, we are seeking the same acknowledgment from The City of Driggs as to the signed Development Agreement between Powder Day Development and the County on September 9, 2025.

We are local developers and builders and care about the community we live and work in. We are not a low cost builder. Instead, we offer an extremely high level of quality using skilled local trades wherever possible. Our intent with this letter, and project, is to establish a collaborative and transparent relationship with the governing entities before, during, and after construction is fully completed.

We welcome dialogue and edits to this letter that mutually benefit and/or clarify expectations for this request.

Sincerely,
Tim Lieberman, Prospective Member
Jeremy Ballanco, Prospective Member
XXXXXXXX, County Attorney
XXXXXXXX, other County official

TETON COUNTY, IDAHO | Planning Department

MEMORANDUM

TO: Board of County Commissioners

FROM: Planning Staff

DATE: October 27, 2024

SUBJECT: Letter of Understanding

Summary

- Jeremy Ballanco and Tim Lieberman submitted a letter of understanding for the County's signature regarding a transfer of LLC ownership for an approved subdivision, Peaked Mountain Ranch. A similar request has been made to the City of Driggs which also has a Development Agreement in place for this subdivision.
- Planning staff forwarded the letter to legal and discussed and concluded ownership transfer should not affect the development agreement.
- Legal advised the letter would need County Commissioner signatures to have any validity and might be denied to limit future liability to the county, or may suggest edits if considered favorably by the Board.

Findings

In general, it has been identified that transfer of ownership of a subdivision within the review process is not a basis for denial or requirement to restart a review process. This project has received final plat approval and is in the phase of installing improvements. Planning staff has opined that this transfer is permissible or not prohibited by county code. The original project ownership established a surety which has subsequently expired. The potential new owners represented that they understand the need to establish a new surety and would be responsible with completing all outstanding improvements as outlined in improvement plans and the development agreement.

Conclusion

The letter or understanding has been submitted to the Board for consideration of signature. The Board should consider legal counsels' advice. The land use considerations of the project have already been

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

addressed through the formal review process and no considerations are before the Board related to a land use decision.

Action Item/ Request:

Decide whether to sign the letter as submitted or request changes to the letter if desired to make it more acceptable to the County.

Sincerely,

Joshua Chase
Planning Administrator

Attachments:
Letter of Understanding - County

RECONSIDERATION REQUEST

BY:	Frederick Marmsater
FOR:	Svenskaland Subdivision
WHERE:	159 E 4500 S, Driggs
PREPARED FOR:	Board of County Commissioners Public Hearing – October 10, 2025

APPLICANT & LANDOWNER: Lars T and Eva E Marmsater Family Trust

REQUEST: The Lars T and Eva E Marmsater Family Trust submitted an application for a two-lot subdivision of 5 acres of land located at 159 E 4500 S, located roughly halfway between Driggs, about 6/10s of a mile east of Highway 33. Each resulting lot would be 2.5 acres. The subdivision application proceeded through review but was ultimately denied as a result of expiring under the review timeline established under the Teton County subdivision ordinance (Title 9). The current Board of County Commissioners received a letter from the property owner's son earlier this year and after discussion in a Board meeting determined to allow the applicant to provide additional information to the Board for consideration. The report below summarizes the review process prior to this written request.

LEGAL DESCRIPTION: Section 24 T4N R45E (159 E 4500 S, Driggs) RP04N45E245554
LOCATION: 159 E 4500 S, Driggs
ZONING DISTRICT: Ag/RR 2.5 – Agriculture/Rural Residential (at time of original application)
PROPERTY SIZE: 5 acres



Figure 1

The expired Svenskaland Subdivision is located approximately 0.6 miles east of Highway 33. Most of the area around and adjacent to the subject property has been subdivided. Lots to the east are 2½ acres. Lots to the west and south are 5 acres. Sweet Home Ranches Subdivision is to the north across E 4500 S.

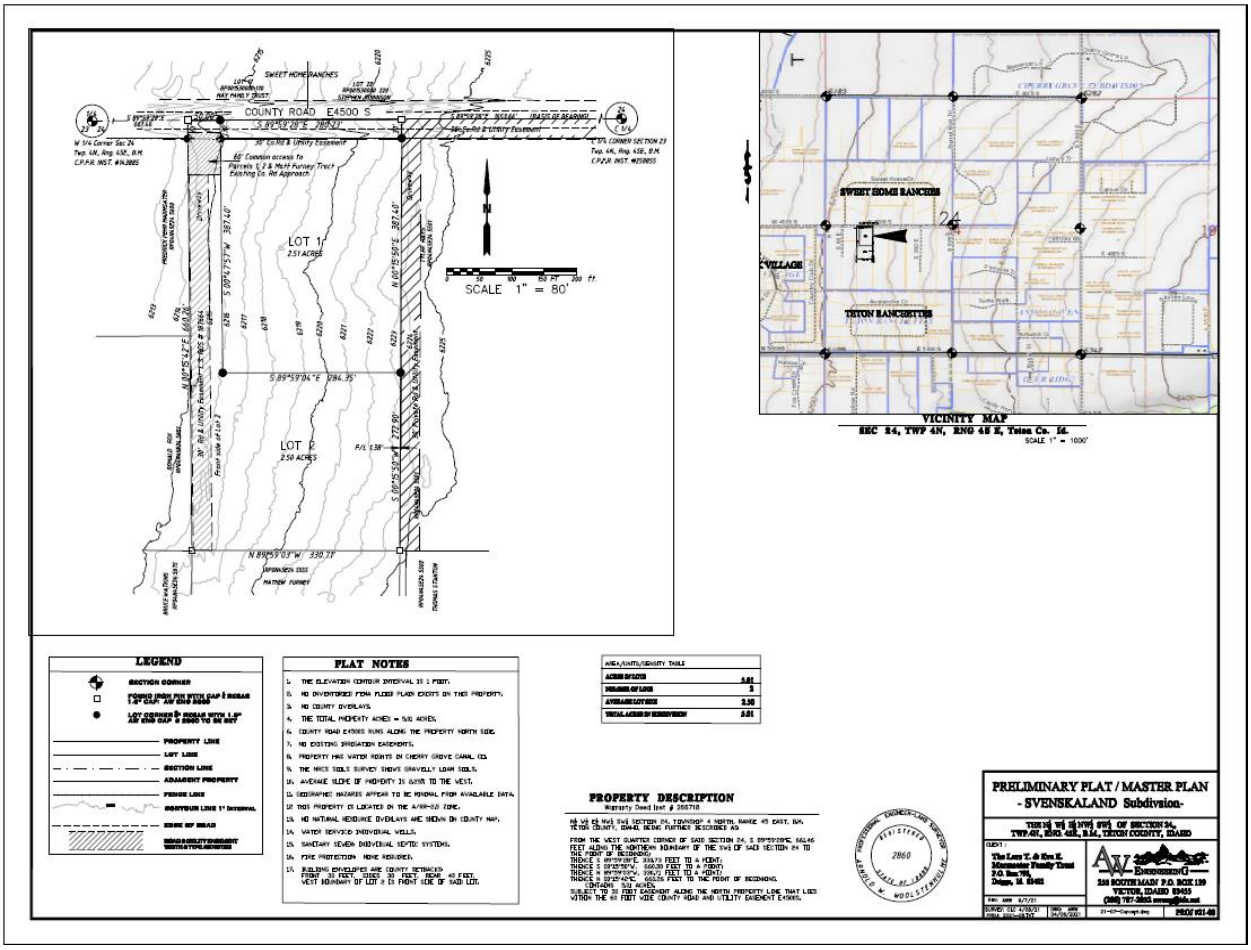


Figure 2.

The proposed layout of the Svenskaland Subdivision includes a front lot (Parcel 1) on E 4500 S, and a "Flag Lot" (parcel 2) with a driveway along the west side of the property, extending to the lot. As well as the 30' easement which was a condition of approval.

APPLICABLE COUNTY CODE: §9-3-2 (A-3), one extension of up to twelve (12) months may be granted by the Board of County Commissioners pursuant to 9-3-2 (D-2-J). The applicant may request in writing prior to the expiration date an extension of time for final approval of up to twelve (12) months from the Board of County Commissioners. The narrative must include specific reasons why an extension is requested, address the criteria in the Subdivision Extension Application, and the extension fee. The fee is non-refundable. No further requests for this time extension shall be deemed accepted or granted. An extension request shall be adjudicated under the ordinance in effect at the time of the request for extension.

Teton County Code, Title 9, did not provide procedures for a request for reconsideration. Although Idaho statute does have a provision for requests for reconsideration (67-6535) it also includes specific timelines for making that request within 14 days of receiving a written decision. This request was received substantially outside of these review timeframes. The current County Land Development Code has language and timeframe expectations mirroring state statute. It is unclear at this time what provisions the Board can rely upon to reconsider previous decisions related to this current request.

PROJECT DESCRIPTION AND BACKGROUND:

This property was purchased by Lars and Eva Marmsater in 2019 and subsequently transferred to the Lars t. Marmsater Family Trust in 2021. It is located in the Fox Creek area of Teton Valley. The goal of the current owner is to divide the property into 2 lots, one for each of their 2 sons and to conform with the requirements of the Teton County Subdivision Code 9 and the underlying ARR-2.5 of the Teton County Zoning Code 8 as of the date of the submittal of this subdivision application.

The Concept Plan was reviewed administratively on May 10, 2021 because it is proposing less than 10 lots and not located within overlay areas. The Planning Administrator reviewed the Concept Application and has determined that it meets the criteria for approval as found in Title 9-3-2-B with the following conditions of approval:

- Begin working with EIPH for septic approval.
- Begin working with Teton County Fire District for fire access requirements.

Planning and Zoning Commission held a public hearing to review the Preliminary Plat application December 14, 2021. The Commission recommended approval with the following motion:

APPROVAL

Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to RECOMMEND APPROVAL of the Preliminary Plat for Svenskaland subdivision as described in the application materials submitted October 19th, 2021, and additional information attached to the staff report. (No additional conditions of approval were included.)

The Motion was unanimously approved.

At the hearing the applicant's representative responded to the question regarding what side Lot 2 would represent the frontage. They indicated that the north side of both lots would represent the front yard as it faces the County Road, positioning the rear yard setback along the south.

The Board of County Commissioners held a public hearing to review the Preliminary Plat application March 28, 2022. The Commissioners approved Preliminary Plat application with the following motion:

APPROVAL

Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to APPROVE the Preliminary Plat for Svenskaland subdivision as described in the application materials submitted October 19th, 2021, and additional information attached to the staff report, with the following conditions of approval:
1) THE APPLICANT WILL CONFIRM AN ACCESS EASEMENT FOR THE ADJACENT PARCEL TO THE SOUTH OF THE PROPOSED SUBDIVISION
2) THE CC&R'S WILL REQUIRE ADEQUATE SEPTIC TANK MAINTENANCE IN ACCORD WITH CURRENT DEQ RECOMMENDATIONS.

The Motion was unanimously approved.

Mr. Chase presented the staff report for Svenskaland Subdivision Preliminary hearing. One public comment requested the lots designate which sides are front, rear, and side to clarify setbacks. The Board had no questions.

Sharon Woolstenhulme from AW Engineering, representing the applicant, was present to answer questions. **Lars Marmsater, the applicant, stated that the purpose of subdivision is to allow his two sons to continue to live in the valley.**

2024 EXTENTION REQUEST HEARINGS:

On June 17, 2024 the Planning & Zoning Dept. emailed a Subdivision Time Limitation Expiration letter for Svenskaland Subdivision to both Eva Marmsater and their engineer, AW Engineering.
On June 18, 2024 Fredrik Marmsater came into office to say that the Marmsaters would like an extension.
On July 8, 2024, Mr. Marmsater then went before the BoCC to request an extension:
Action Item - Svenskaland Request for Application Extension
Frederick Marmsater, representing the applicant, addressed the Board regarding the request. His parents are the applicants and are experiencing health issues. Between March 2022 and May 2024, Eva Marmsater was diagnosed with MSA (multiple systems atrophy) with Parkinson's like symptoms. She is now severely handicapped and Lars Marmsater is the primary caretaker.
As such, they missed the deadline. It simply slipped through the cracks as the Marmsaters were trying to deal with a new and rapidly declining reality. He was alerted by his parents' that the deadline for completing the outstanding items for their subdivision had been missed.
All conditions of approval have been met. He is asking that the deadline be extended so he can receive final plat approval.
Sharon Woolstenhulme, representing the applicant, stated that Mrs. Marmsater was her the primary contact with this application. Communications with her dropped off and Ms. Woolstenhulme did not realize the applicants' circumstances.

The Board asked Planning Administrator Jade Krueger to ask legal to ask if there is a mechanism to legally extend the deadline due to extenuating circumstances.
The item will be put on the agenda for the first Regular Meeting in August.
No action was taken.

On August 12, 2024
Action Item - Svenskaland Request for Application Extension
Sherie Marshal presented this item on behalf of the Marmsater family and explained that the applicant could not be present.

Commissioner Riegel stated that in a previous Board of County Commissioners' meeting, the Board asked for legal advice on whether or not they could approve an extension for an application that has already expired.

The advice that was given to the Board was that there is no vehicle for this process.
Ms. Marshal asked if there would be a final written decision that could be appealed. The Board responded that per County Code 9-3-2(d)(2)(l)(2) requests for extension after an application has expired are untimely and cannot be considered.
MOVER: Bob Heneage
SECONDER: Michael Whitfield
Deny Application Extension for Svenskaland Subdivision requesting an extension of time after time has expired on the application pursuant to Teton County Code 9-3-2,d2l2.
AYES (3): Bob Heneage, Cindy Riegel, and Michael Whitfield

On June 20, 2025
Fredrik Marmsater emailed the County Commissioners requesting them to revisit a decision made by the last Board of County Commissioners regarding the Svenskaland Subdivision. Mr. Marmsater sited his mother's MSA/Parkinson's diagnosis and going from normal-functioning adult to severely handicapped in 2 years as **Other extenuating circumstances** consideration for extension approval.

OVERVIEW OF RECONSIDERATION APPROVAL 6765-35 2.(B):
(b) Any applicant or affected person seeking judicial review of compliance with the provisions of this section must first seek reconsideration of the final decision within fourteen (14) days. Such written request must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration or the request is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.
Findings:
Under Teton County Code §9-3-2 (A-3), one extension of up to twelve (12) months may be granted by the Board of County Commissioners pursuant to 9-3-2 (D-2-J).
The applicant may request in writing prior to the expiration date an extension of time for final approval of up to twelve (12) months from the Board of County Commissioners. The narrative must include specific reasons why an extension is requested, address the criteria in the Subdivision Extension Application, and the extension fee. The fee is non-refundable. No further requests for this time extension shall be deemed accepted or granted. An extension request shall be adjudicated under the ordinance in effect at the time of the request for extension.
The considerations for extension approval, per the Extension Request Application:
1. The developer has diligently pursued the completion of final plat approval and the preliminary plat has been approved.
2. The application was continued by the commission for special studies, i.e.: Traffic, NP, Wetland, Wildlife etc.
3. The denial of the extension would cause undue hardship to a neighboring property.
4. It is in the public interest.
5. Delays have been the result of federal, state or local agency demands, lengthy/unusual review agency timeframes, or required studies that can only occur during a limited time(s) of the year.
6. Application of Title 9 regulations (as amended November 14, 2008) would not significantly alter the extended subdivision's design or dedications.
7. County negotiations for non-required public benefit delayed progress in the project.
8. Other extenuating circumstance.

Staff Recommendation:

The stated intent for the two-lot Svenskaland Subdivision was to create lots for a "family" subdivision. The applicants represent that the project is critically important to the Marmsater family as it will enable their two children and their families to remain in the valley, which is a goal that is widely supported within our community.
The County has received a subsequent letter of support from a former Planning and Zoning Commissioner, writing in support of reconsideration as well as a letter from a medical professional

documenting the health conditions of the applicants. Similar health considerations have been viewed as meeting the "extenuating circumstances" category in other requests for extension.

Staff understands that improvements for the Svenskaland Subdivision have substantially been completed. Two conditions of approval were made at the time of preliminary plat amendment addressing clarifying an easement and adding language to CCRs addressing septic system maintenance.

If the board were to consider granting an extension at this point, Staff would recommend that a thorough review of the application against the requirement of Title 9 expectations and the conditions of approval, hold a pre-application process prior to acceptance of a Final Plat application, and conducting a final plat hearing. A six-month extension would likely allow for completion of preparation of a final plat and scheduling of a Final Plat hearing.

BOARD OF COUNTY COMMISSIONERS ACTION:

A. Approve the Reconsideration Request, having provided the reasons and justifications for the approval.

B. Approve the Reconsideration Request, with modifications to the application, or adding conditions of approval, having provided the reasons and justifications for the approval and for any modifications or conditions.

C. Deny the Reconsideration Request having provided the reasons and justifications for the denial.

Motions:

Approval:
I move to approve the Subdivision Extension Request for Svenskaland Subdivision for 12 months for the reasons listed in the materials submitted on September 4, 2025, which would allow the applicant to receive final plat approval on or before XX- Commissioners to Decide.

Denial:
I move to deny the Subdivision Extension Request for Svenskaland Subdivision as requested in the application submitted on September 4, 2025.

Prepared by Mitzi Van Arsdell, Associate Planner, and Joshua Chase, Planning Administrator

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Attachments:

- **A. Marmsater email request**
- **B. Svenskaland Preliminary Eng Cost EST+ Surety**
- **C. Svenskaland Subdivision Reconsideration Dr. Horrocks Public Comment_10.03.2025**
- **D. Svenskaland Reconsideration Jack Haddox Public Comment_9.24.2025**
- **E. 3.28.2022 Board minutes related to Svenskaland conditions**

End of Staff Report

---------- Forwarded message ---------
From: **info** **fredrikmarmsater.com** [email redacted]
Date: Fri, Jun 20, 2025 at 11:19 AM
Subject: Request to reconsider application for extension
To: commissioners@tetoncountyidaho.gov <commissioners@tetoncountyidaho.gov>

Dear Teton County Board of Commissioners:

I would like for the County Commissioners to revisit a decision made by the last Board of County Commissioners regarding splitting a 5-acre lot off 4500 South into two 2.5-acre lots.

Lars and Eva Marmsater applied for a subdivision splitting the 5-acre lot that they own into two 2.5-acres lots. This split and formation of a 2-lot subdivision was initially approved by the BoCC on March 28th 2022.

The deadline for completing this subdivision was May 10th 2024. At the time the deadline passed, there were two action items the County required that were not yet fulfilled. All other action items from the County were fulfilled, and improvement of the land had commenced, including installation of a well etc.

On June 17th 2024, the County sent a letter informing Mr. and Mrs. Marmsater that the subdivision application was null and void, without any prior communication.

During the above time span, between March 2022 and May 2024, Eva Marmsater was diagnosed with MSA (multiple systems atrophy) with Parkinson's like symptoms. She is now severely handicapped and Lars Marmsater is the primary caretaker. As such, they missed the deadline. It simply slipped through the cracks as the Marmsaters were trying to deal with a new and rapidly declining reality.

Upon receiving the letter from the County about the missed deadline on June 17th 2024, I, Fred Marmsater (son), took over the matter on behalf of Mr. and Mrs. Marmsater, and immediately applied for an extension filed on June 20th 2024, and resolved the two remaining County requirements.

I went before the BoCC on July 8th 2024 and requested the extension in person and outlined the health issues mentioned above, and showed that the last two action items were fulfilled. At the meeting, the BoCC was in favor of approving the application for extension 2-1. This extension was later denied in August 2024 for reasons that I still do not understand.

County code has extenuating circumstances listed as a reason to grant extensions in processes like this, and still it was denied. If an MSA/Parkinson's diagnosis and going from normal-functioning adult to severely handicapped in 2 years is not an extenuating circumstance, then what is?

Please reconsider this application for an extension, or approve the subdivision, based on the extenuating circumstances described above. We can document everything stated above in detail, and would be happy to appear in person at a BoCC meeting.

Sincerely,

Fred Marmsater

[address redacted] [address redacted]

June 20th, 2025

AW Engineering
Box 139, Victor, Idaho 83455
Phone [phone redacted]2

ENGINEER'S COST ESTIMATE

For: Svenskland Subdivision

Owner; Lars T Marmsater
P.O. Box 793,
Driggs, Idaho
834522

Sept 28. 2021

Road Grading and Dirt Removed Sum	$ 1500.00
Pit Run Grave 10'deep x 16' = 340 CY	$ 9520.00
Crushed Gravel 4"deep x 14' = 120 Cy	$ 4080.00
Culvert Pipe Not Required by Proj Eng	$ 000

No other items are required for bonding.

==========

$ 15,100.00

Bonding at 125% = $ 18,875.00

Arnold Woolstenhulme

[address redacted] [address redacted]
[address redacted] [address redacted]2
[phone redacted]
[phone redacted] fax

usbank.com

10/12/2021

To whom it may concern:

Per the request of Svenskaland Subdivision, I am providing a letter stating they have $18,875 in account ending in 8320 held at US Bank as of 10/12/2021.

Regards,

CHansen

Crystal Hansen

Branch Manager

[address redacted] [address redacted] [address redacted]

[address redacted] [address redacted] [address redacted]2

[phone redacted]

[phone redacted]

EQUAL HOUSING LENDER Member FDIC

MARMSATER, Lars T (id #73585, dob: 10/11/1948)

Teton Valley Health Care
DRIGGS HEALTH CLINIC

10/02/2025

TO: Teton County Planning and Zoning

RE: "Svenskaland Subdivision Reconsideration"

On Behalf Of:
Lars and Eva Marmsater
PO Box 793
Driggs, ID, 83422-0793

To Whom It May Concern:

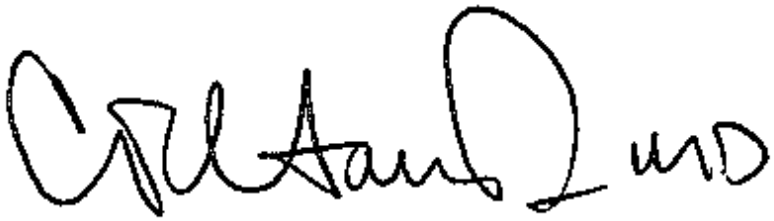
Eva and Lars Marmsater have a matter before Teton County Planning and Zoning and have inadvertantly missed a deadline of May 22, 2024 believing the issue was approved / resolved.

I believe there is reason to grant an extension of this process based upon an "extenuating circumstance".

Briefly, Eva was diagnosed 9/28/22 with a progressive neurodegenerative disorder called multiple system atrophy. She began having difficulty walking, suffered frequent falls, required multiple hospitalizations, and has been completely dependent upon Lars for around-the-clock care. She is unable to walk, cook, bathe, or feed herself without his assistance.

Please consider granting an extension so that any additional requirements may be submitted.

Sincerely,



Electronically Signed by: CHAD HORROCKS, MD

Teton County Board of Commissioners
150 Courthouse Drive
Driggs, Idaho

Dear Commissioners

I would like you to revisit a decision made June 17, 2024 by the previous board of county commissioners regarding the splitting of a 5-acre lot owned by Lars and Eva Marmsater, located off of 4500 South into two 2.5 acre lots.

As a former P&Z Commissioner who was on the board at the time the application when this proposed Lot split was first being considered I am taking an arms length position from the request to revisit and providing my input as a friend of the applicants.

The requested lot split had been previously approved under the terms and conditions set forth in the previous Teton County Land Development Code with two conditions of approval to be satisfied prior to and before the deadline of May 10 2024 for submission of the final plat for recording. To the best of my understanding both of these conditions had been fulfilled and were to be provided to the County P&Z department. I also understand that formal submission of the resolutions to the conditions were not received by the County in a timely manner.

It appears that there was a potential misunderstanding of whom, the applicant or the applicants representative, were to provide the County with the resolution to the conditions. Since the applicant as most applicants do depend on their representative and the applicant was not notified in a timely manner of the pending deadline it appears that there are circumstance that may warrant a revisit of the County's decision to declare the application null and void.

Additionally during the time period allotted for resolution of the conditions Eva's health declined rapidly and required Lars to become a full time caregiver focusing most of his attention on her care. For this reason a revisit of the status of the application may be beneficial for both the applicant and County.

Respectfully yours,

Jack Haddox

TETON COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MARCH 28, 2022

Regular Meeting | **1st Floor Meeting Room** | **9:00 AM**

150 Courthouse Dr, Driggs, ID 83422

1. MEETING CALL TO ORDER - PLEDGE OF ALLEGIANCE ZOOM # 857 7121 7957

Commissioners Present:
Cindy Riegel
Bob Heneage
Michael Whitfield

Other Elected Officials and Department Heads Present:
Kim Keeley, Clerk
Darryl Johnson, Public Works Director

2. MOTION: *Approve Agenda*

RESULT:	ADOPTED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

2. ACTION ITEMS: CONSENT AGENDA

RESULT:	ADOPTED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

1. **Board of County Commissioners - Special Meeting - Mar 9, 2022 9:00 AM**
2. **Board of County Commissioners - Special Meeting - Mar 18, 2022 9:00 AM**
3. **ACTION ITEM: FY22 3/28/2022 Claims Approval Report**

3. OPEN MIC

No one present wished to speak.

4. ASSESSOR

1. ACTION ITEM: 9:05 AM Tax Cancellation request

County Contract Appraiser Garret Marshall explained that he had done an on sight inspection and determined that the home appeared to be occupied in August of 2020. He also saw another home on the land owner's adjacent property that had not pulled a building permit.

County Assessor Havala Arnold also explained that there is a process to appeal assessments and this landowner missed the deadline by a year.

MOTION: *Deny the tax cancellation for parcel RP045E011551.*

RESULT:	APPROVED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

5. PUBLIC WORKS

1. Public Works Report

Accela crashed, so the meeting is being recorded with Zoom.
Public Works Director Darryl Johnson was present remotely to present his report.

2. ACTION ITEM: 2022 Asphalt Oil Contract

Sixteen miles of road will be chip sealed in the County this summer.

MOTION: *Approve the Idaho Asphalt Supply, Inc Contract for purchase, transport and spreading of asphalt for the 2022 construction season. Prices are based on piggyback bid results from Power County Highway District. Funds to be paid from line item 33-0-521.*

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

3. ACTION ITEM: Felt Road Vacation Legal Counsel Request

MOTION: *Approve permission for the Public Works Director to work with County retained legal counsel to properly process the Felt Road Vacation Application received by Nelson Engineering on behalf of Bruce Arnold.*

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

4. ACTION ITEM: Annex Remodel Phase II Funding Amended

MOTION: *Approve the use of unanticipated increase in state road funds in the amount of $576,000 to partially fund Phase II of the Annex Reconstruction Project. Estimated total project construction cost is $1,526,000.*

RESULT:	APPROVED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

6. GIS

1. Proposed Teton River Recreation Ordinance Consultation Contract

Modify contract to read 30 days instead of 15 for invoicing.

MOTION: *Move to approve the consulting agreement with Leah Corrigan, in an amount not to exceed $3500, to be paid from Vessel/Waterways Fund #54-0-445.*

RESULT:	APPROVED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

7. PLANNING AND ZONING

1. AGENDA ACTION ITEM: Public Hearing - 10:00 AM - Sunrise Ridge Subdivision Final Plat Hearing

Contract Planner Joshua Chase presented the staff report for Sunrise Ridge Subdivision Final Plat hearing. Jennifer Zung from Harmony Engineering, representing the applicant, was present to answer questions.

Public comment was opened at 10:10 AM.
No one present wished to speak.
The public comment was closed at 10:10 AM

Board deliberation. The Board discussed the current Dark Sky Ordinance and the need to enforce it with new subdivisions.

MOTION: ***APPROVAL***
Having concluded that the Criteria for Approval of a Final Plat found in Title 9-3-2-D can be satisfied, I move to APPROVE the Final Plat for Sunrise Ridge subdivision as described in the application materials submitted March 11, 2022, and additional information attached to the staff report, with the following conditions of approval:
1) The CCR will stipulate that all outdoor lighting, including on residences and accessory buildings, shall buildings, will comply with Teton County Idaho's Dark Sky Lighting Ordinance, specifically low wattage and downward directed lighting.

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

2. AGENDA ACTION ITEM - Public Hearing: Svenskaland Subdivision Preliminary Plat Hearing

Mr. Chase presented the staff report for Svenskaland Subdivision Preliminary hearing. One public comment requested the lots designate which sides are front, rear, and side to clarify setbacks. The Board had no questions.

Sharon Woolstenhulme from AW Engineering, representing the applicant, was present to answer questions. Lars Marmsater, the applicant, stated that the purpose of subdivision is to allow his two sons to continue to live in the valley.

Public comment was opened at 10:31 AM.
No one present wished to speak.

Public comment was closed at 10:31 AM.

Board deliberation.

MOTION: ***APPROVAL***
Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to APPROVE the Preliminary Plat for Svenskaland subdivision as described in the application materials submitted October 19th, 2021, and additional information attached to the staff report, with the following conditions of approval:
1) THE APPLICANT WILL CONFIRM AN ACCESS EASEMENT FOR THE ADJACENT PARCEL TO THE SOUTH OF THE PROPOSED SUBDIVISION, AND
2) THE CC&R'S WILL REQUIRE ADEQUATE SEPTIC TANK MAINTENANCE IN ACCORD WITH CURRENT DEQ RECOMMENDATIONS.

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

3. AGENDA ACTION ITEM - Public Hearing: 10:40 AM - Applebee Acres Subdivision Final Plat Hearing

Mr. Chase presented the staff report for Applebee Acres Final Plat hearing.
Lisa Applebee, representing the applicant, was present to answer questions. The Board asked if the engineer's estimate needs to be updated due to the recent inflation

Public comment was opened at 10:45 AM.
One letter from Jeff White, was entered in to the record and attached to the packet.
Public comment was closed at 10:45 AM.

Board deliberation.

MOTION: ***APPROVAL***
Having concluded that the Criteria for Approval of a Subdivision Final Plat found in Title 9-3-2(D) can be satisfied,
I move to APPROVE the Final Plat Application for Applebee Acres Subdivision as described in the application materials submitted October 13, 2021 and as supplemented with additional applicant information attached to this staff report, with the following conditions:
1) THE CC&R'S WILL REQUIRE ADEQUATE SEPTIC TANK MAINTENANCE IN ACCORD WITH CURRENT DEQ RECOMMENDATIONS.
2) The engineer's estimate be updated to have been prepared within the last twelve months.

RESULT:	APPROVED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

4. Public Hearing: 1:00 PM Leo's Landing Subdivision Final Plat Hearing

The applicant requested that this be continued to the April 11th Meeting at 1:00 PM so that they can be present to answer questions.

MOTION: ***APPROVAL***
Having concluded that the Criteria for Approval of a Subdivision Final Plat found in Title 9-3-2(D2) can be satisfied,
§ I move to APPROVE the Final Plat Application for Leo's Landing Subdivision as described in the application materials submitted January 10, 2022 and as supplemented with additional applicant information attached to this staff report.

DENIAL
Having concluded that the Criteria for Approval of a Subdivision Final Plat Application found in Title 9-3-2(D2) have not been satisfied, I move to DENY the Final Plan Application for Leo's Landing Subdivision as described in the application materials submitted January 10, 2022 and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:
1. …

RESULT:	ADD TO NEXT AGENDA

5. Planning Department Update

Senior Planner Jade Kreuger presented the Planning Department update.

8. BUILDING

1. Building Department Monthly Update

Building Dept. Manager Wendy Danielson presented her monthly report. Building permit applications are up versus last year.

2. ACTION ITEM: Overnight Travel for Building Department Manager

MOTION: *Move to approve out of town travel for the week of April 2, 2022 for the Building Department Manager to attend training in Denver Colorado..*

RESULT:	APPROVED [Unanimous]
MOVER:	Bob Heneage **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

9. CLERK

1. ACTION ITEM: 2022 Select Health Contract

MOTION: *Approve the Select Health Contract for 2022 as presented.*

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

2. Next Steps for ARPA Funds Discussion

The Board discussed the current situation with Emergency Communications (Dispatch) staffing and if ARPA funds could help alleviate the issue. The Board will put an agenda item on the next Regular Meeting to discuss with the Sheriff.

The Board discussed a process for analyzing how to use the ARPA funds. The Board will solicit proposals from Department heads, due by the next Regular Meeting, April 11th.

10. COMMISSIONERS

1. Board of County Commissioners - Special Meeting - Mar 11, 2022 9:00 AM

RESULT:	ACCEPTED AS AMENDED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

2. Board of County Commissioners - Special Meeting - Mar 16, 2022 9:00 AM

RESULT:	ACCEPTED AS AMENDED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

3. Committee Reports

Commissioner M. Whitfield Committee Report

March 15, Driggs City Council

Approved Audit for FY2021
Discussed airport lease; cell tower lease
Completed Council appointment
March 16, Teton Tourism Sustainability Study-Shift to Sustainability

Strain of tourism on communities; need shared stewardship of resources
Rebalancing among interests, more collaboration
Nature needs a voice as well
Quality of life for residents

- Identifying Performance Indicators

- Plan roll-out June-September

March 17, East Idaho Solid Waste District

The land exchange was completed on March 16, 2022. District now owns land.
Contracting with a well driller for monitoring wells.
Discussion of creating a hauling fleet, economy of scale.
District may buy some trailers from Fremont County, lease others an option
Estimated cost of 2.8 MM for hauling fleet; surcharge to customers
March 17, Teton River Recreation Management

Discussion of ordinance
Scheduling Town Hall to gain final public outreach before adoption
Discussed advisory group, seeking nominations
Education campaign lead by FTR
Sticker program, collect donated fees to cover costs, FTR lead or County lead?
March 24, Public Records Request Training

Appreciated will presented information from County Prosecutor

Commissioner Heneage Committee Reports for 3/28/22 BoCC Meeting

JH Travel and Tourism Community Engagement Meeting for Sustainable Destination Management Plan, held at Seniors West of the Tetons
Wednesday, March 16· 6:30-8:00pm

The Jackson Hole Travel and Tourism Joint Powers Board <http://www.4jacksonhole.org/> (JHTTB) invited community members living or working in Teton County, Wyoming and neighboring communities in Wyoming and Idaho to two community events where residents can add their voice to the tourism planning process. Tourism Board staff, alongside research teams from George Washington University International Institute of <https://business.gwu.edu/research/IITS> Tourism Studies <https://business.gwu.edu/research/IITS>and Confluence Sustainability <https://confluencesustainability.com/>, gave presentations about creating a Sustainable Destination Management Plan (SDMP) <http://www.visitjacksonhole.com/locals> and the community benefits of sustainable tourism. Residents had opportunities to ask questions and give feedback.
This was the first of several opportunities designed to support the community playing an active role in the Tourism Board's year-long planning process. More community events will be scheduled throughout the next few months at key stages in the project. As part of an ongoing process, the Tourism Board recently launched a Resident Tourism Sentiment Survey <https://www.surveymonkey.com/r/TetonTourism> which can be accessed at visitjacksonhole.com/locals <http://www.visitjacksonhole.com/locals>, along with background information on the SDMP and project updates. Surveys are available until April 5, 2022.
City of Driggs DRAC Meeting for TC Annex Project, Phase II
Thursday, March 17-9:00-10:00am

This was a constructive and successful review of the Annex Phase II project (equipment storage buildings) in front of the Driggs Design Review Advisory Committee, with the City Planning Administrator, the County Public Works Director and Brent McFarland, lead Architect for JRW Associates. The committee asked for several minor, low-cost modifications to the design submittal. These changes will be accommodated by JRW. The project next will be reviewed by the full Driggs P&Z Commission and is additionally lacking final construction documents and a building permit.

City of Driggs Affordable Housing Code Amendments Open House
Tuesday, March 22-6:00-8:00pm

Joined City staff, elected and appointed officials and other community members in the City Hall Foyer for informal discussion of proposed 'first-round' amendments to the Driggs Land Development Code to encourage development of affordable and workforce housing in the city.

The purpose of the proposed Land Development Code Amendment AMD22-1 is to implement recommendations from the Driggs 2022 Housing Needs Assessment <https://mcclibraryfunctions.azurewebsites.us/api/munidocDownload/31258/46ab2019ca472/pdf>to

address the lack of workforce and affordable housing in the community by creating development incentives for workforce and affordable housing and by adding mitigation standards for consideration during an upzone and/or annexation request. The proposed amendments also implement the Driggs 2019 Affordable Housing Strategic Plan <https://mcclibraryfunctions.azurewebsites.us/api/munidocDownload/31258/46e996919737d/pdf>recommendations.

The Housing Needs Assessment recommends that in addition to implementing the 2019 Affordable Housing Strategic Plan that cities consider:

- Negotiating housing exactions during annexations and zone changes;
- Developing a density bonus program;
- Encouraging more multi-family and attached housing;
- Restricting short-term rentals;
- Reviewing parking, setbacks, lot sizes, and other standards to ensure efficient use of land.

The proposed Driggs LDC amendments are the first round of effort that would address the above recommendations through four categories:

1. Annexation & Zone Change Exaction for Affordable Housing;
2. Subdivision Density Bonus for Affordable Housing;
3. Accessory Dwelling Unit (ADU) Density Bonus for Workforce Housing;
4. Short-Term Rental Limitation of 1 Per Property.

Commissioner Riegel Report

4. ACTION ITEM: University of Idaho Extension Office/Fair Board MOU

MOTION: *Approve the MOU between the University of Idaho Extension Office and Teton County as presented.*

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

5. ACTION ITEM: County Administrator Job Description

The Clerk will advertise the new job description with a closing date of April 29th.

MOTION: *Approve Job Description for County Manager as amended.*

RESULT:	APPROVED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Bob Heneage
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

6. Executive Session per IC 74-206(1) (f) communicate w/ legal counsel regarding pending/imminently-likely litigation

Roll call vote:
Commissioner Heneage - aye
Commissioner Riegel - aye
Commissioner Whitfield - aye

RESULT:	APPROVED [Unanimous]
MOVER:	Cindy Riegel **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

7. Executive Session per IC 74-206(1) (a) & (b) consider personnel matters

Roll call vote:
Commissioner Heneage - aye
Commissioner Riegel - aye
Commissioner Whitfield - aye

RESULT:	APPROVED [Unanimous]
MOVER:	Cindy Riegel **SECONDER:** Michael Whitfield
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

8. Wastewater Discussion

Commissioner Whitfield requested that a conversation begin regarding a regional wastewater facility and culinary water needs. He would like to convene a meeting with all stakeholders and experts in the field in the near future.

11. ADJOURNMENT

MOTION: *Motion to Adjourn at 2:45 PM*

RESULT:	ADOPTED [Unanimous]
MOVER:	Michael Whitfield **SECONDER:** Cindy Riegel
AYES:	Cindy Riegel, Bob Heneage, Michael Whitfield

Cindy Riegel, Chairperson

ATTEST: _____
County Clerk or Deputy

Teton County Idaho | Planning Department

MEMORANDUM

TO: Board of County Commissioners

FROM: Planning Staff

DATE: October 15, 2025

SUBJECT: Targhee Hill Estates PUD, Completion of improvements

---

Summary

Targhee Hill Estates P.U.D. is a 101 lot subdivision/planned unit development which was recorded on Dec. 28 2007. It includes a public trail, areas of open space, and shows a “Rec. Center” as well. Representatives of the Homeowners association (HOA) Mike Veile and Husk Crowther of Civilize Engineering met with planning and public works staff to discuss a process for completing the remaining infrastructure improvements in order to receive a certificate of approval for the subdivision and allow the lots to receive building permits.

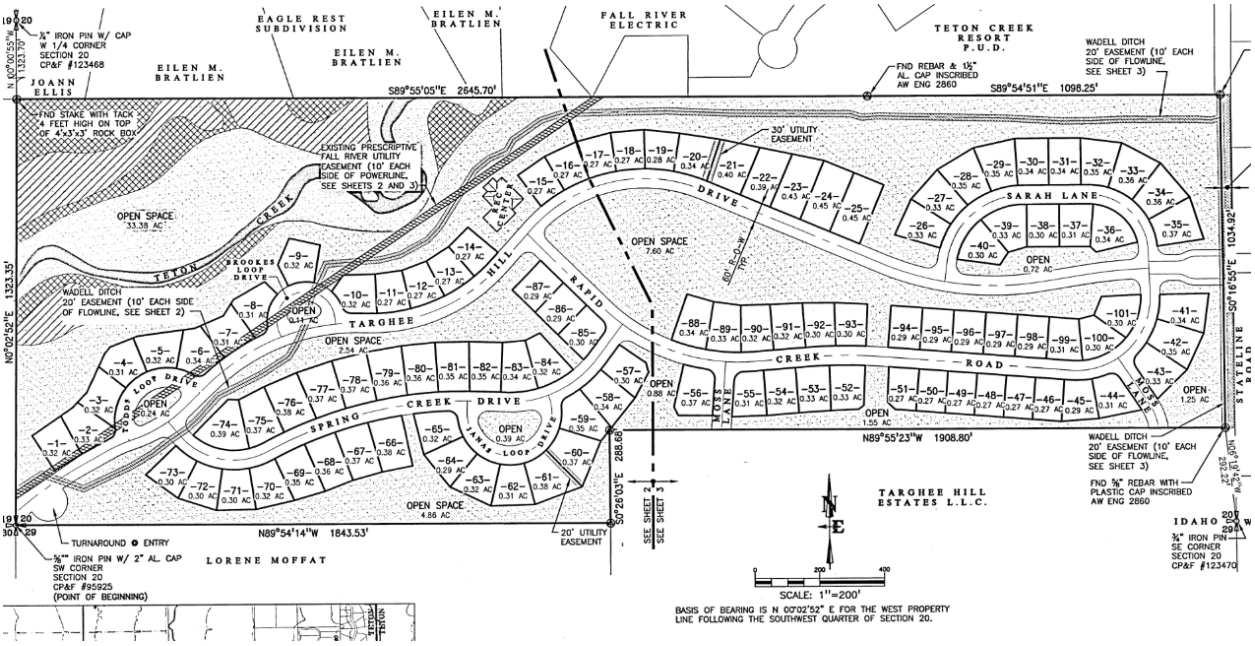


Illustration of Recorded Targhee Hill Estates PUD.

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

The Board previously considered this request informally, on August 25, 2025, and again on October 15th and directed County staff and legal staff to continue to work with the owner's representatives to prepare documents for subsequent review. Despite some discussion of whether a new agreement was actually needed the applicant has submitted a new Development Agreement and associated improvement plans. These outline interior public improvements and relocation of an existing pathway which currently cuts through the center of a number of lots. There is no change proposed to the location or area of lots, or road layout.

Pathway

The applicants have identified a need to relocate sections of the trail which are identified with options for relocation illustrated in the improvement plans, with the preferred relocation running parallel to an irrigation channel. The applicants have stated that the trail easement granted allows for relocation of the trail at the property owners discretion and it is staffs understanding that this relocation will be accomplished at the HOA's expense. It has been discussed to include recommendations or involvement of Teton Valley Trails and Pathways (TVTAP) on this change as well as determining if there would be any concerns to irrigation entities. Staff has investigated this but has not found any contact information for a potential affected party.

Other utilities

The original owner did install a sewer line for connection to Driggs sewer. The current owners have pursued and obtained subsequent agreements with the City of Driggs to connect a new well with their water system. The updated agreement submitted to the County does not identify specific plans for installation of telecommunications lines. The applicants indicated that this is intended. This should be represented in the agreement or improvement plans.

Offsite Improvements

The original Development agreement included some offsite improvement expectations for paving a portion of Stateline Road as well. "SECTION 4. Offsite Road Mitigation. So as to mitigate impacts resulting from increased traffic on the county road system, Developer agrees to pay for the improvement and paving of Stateline Road from the southern property boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road."

This was discussed at the initial meeting with the owner's representatives and staff included discussion of this original requirement. The meeting notes prepared for the meeting note the following:

- In discussing Stateline Road, County sees merit in having it paved.
- Stateline looks to require only asphalt as it appears to be in good condition
- Proposed a cost share for pavement, of 2:1 with HOA and County, HOA pays 2/3 of pavement cost and County pays 1/3 of pavement cost. Need to validate with HOA.

It is recognized that county staff cannot negotiate for these improvements but staff did express that we would support maintaining the expectation for this improvement. Completion of these lots will contribute significant additional traffic use onto Ski Hill Road and these improvements would directly benefit new homeowners in this area. It is likely that much of the traffic would utilize this section of road to travel north onto Ski Hill Road. It was discussed that the original plans only called for a 2" asphalt surface and that current standards would require a 3" surface. There was discussion that the county may have an interest in collaborating by sharing costs to these improvements in order to achieve a road that would meet current expectations rather than have a substandard road installed.

Additional considerations in negotiating this offsite improvement could include reaching out to Teton County, Wyoming to see if they have any resources that could be contributed, although the Stateline agreement does place maintenance and improvement responsibility of Stateline south of Ski Hill Road on Teton County, Idaho. Another option may be to delay this improvement until such time as certain thresholds are reached with either resale of lots or issuance of a certain number of building permits within the Targhee Hill Estates PUD subdivision to allow for some return on investment or recouping of costs for the proposed onsite improvements. This approach has been applied in some other projects.

Planning staff believes it is in the County's and the public interest to resolve this scenario of partially completed improvements in a platted subdivision at this location, given the level of installed infrastructure and proximity to services, and property ownership who are willing to make these improvements. This can resolve the conflict of the location of the pathway and address uncertainty of what needs to be done to allow for development and alleviate deterioration of installed improvements for a number of property owners.

UPDATE

Additional work has been done to modify the development agreement by both the applicant and County staff and some additional analysis has been done on the basis for considering appropriate cost sharing for offsite improvements. County Staff made the following suggestions in an email which discussed the following considerations:

The proposal is far from the cost sharing that has been previously discussed. The direction the Board and statements made in the last meeting suggested the need to make an agreement work within our Public Work's budget. The proposed of 20% owner's share of the cost tied to a shorter window does not seem to have any justification other than the assertion that the owners have no obligations.

Another more rational basis of looking at the proposed increases in traffic generated from the development may be appropriate. Fortunately, there was a traffic study originally prepared for the project. Although it did not provide analysis of Stateline Road specifically, because the understanding was that the developer would cover all costs for this improvement, it did estimate trip generation, and estimated that 60% of traffic onto stateline would travel north. The trips generated were estimated at 1,882, and 60% of that would represent ~1,130 trips. A 2024 traffic count showed 521 trips currently, so

the resulting increase would be three times the current traffic. This would align with some early discussion on a 2/3 cost share by the owners and 1/3 from the county. Even a 50/50 would be more reasonable based on this data.

Although there is some flexibility in allocating resources to county road improvements, a relatively low cost sharing percentage also does not argue well for constraining county resource allocations to a shorter timeframe. A more useful consideration for this may be related to an estimated build out timeframe for the project. Given the number of lots, it is unlikely that a substantial percentage will be built out in 24 months. Darryl Johnson has suggested that 60 months is a more realistic timeframe for the county to commit to for this improvement. We believe that a more equitable and reasonable cost sharing agreement would be between 50-66% by the owners.

Considerations for review procedures.

Conclusion: Action Item/ Request:

Staff suggests the following motion could be used for a Commissioner to approve the proposed amended development agreement.

I move to APPROVE THE PROPOSED Targhee Hill Estates Planned Unit Development Agreement, AND ESTABLISHMENT OF A NEW DEVELOPMENT AGREEMENT BETWEEN TETON COUNTY AND TARGHEE HILL ESTATES COMMUNITY MASTER ASSOCIATION INC, AS SUBMITTED ON OCTOBER XX 2025, with the following modifications or conditions of approval…

I move to DENY THE PROPOSED Targhee Hill Estates Planned Unit Development Agreement, AS SUBMITTED ON ON OCTOBER XX 2025, for the following reasons…

I move to continue the decision on the proposed Targhee Hill Estates Planned Unit Development Agreement to obtain additional information from … or related to… to a specific future meeting date and time of…

Prepared By

Joshua Chase,
Planning Administrator

CC:

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Attachments:

A. Original Development Agreement #194450

B. Proposed new development agreement 8020

C. Revised County Agreement V4

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Instrument # 194450
TETON COUNTY, IDAHO
2007-12-28 03:03:00 No. of Pages: 17
Recorded for : NELSON ENGINEERING
MARY LOU HANSEN Fee: 51.00
Ex-Officio Recorder Deputy
Index to: AGREEMENT

194450 DEC28'07 PM 3 03

DEVELOPMENT AGREEMENT

AGREEMENT, made this 28 day of December, 2007, by and between TETON COUNTY IDAHO, a political subdivision of the State of Idaho, hereinafter called "COUNTY" and TARGHEE HILL ESTATES, L.L.C., a Delaware limited liability company, hereinafter called "DEVELOPER," whose mailing address is 1777 Sun Peak Drive, Park City, Utah, 84098.

WITNESSETH:

WHEREAS, Developer is the sole owner, in law or equity, of a certain tract of land in the County of Teton, State of Idaho, which land (hereafter referred to as the Subdivision or Targhee Hill Estates) is more particularly described on the Final Plat, attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, Developer has requested the Subdivision be approved by the County and has submitted Improvement Plans for the Subdivision which shall become a part hereof as additions to the Final Plat; and

WHEREAS, a private water system and public sewer system will be installed for the use and benefit of all lots within the Subdivision; and

WHEREAS, Developer intends to construct street and utility improvements within the Subdivision that are consistent with the design specifications set forth by the County unless otherwise specified; however, Developer shall be solely responsible for all costs associated with such construction; and

WHEREAS, the County has authority to approve subdivision plats and the construction of streets, utility lines and other public improvements within the County;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. Approval of Subdivision. The County hereby approves the Subdivision Final Plat and agrees that upon Developers full and complete performance

of the terms and conditions hereof, the Developer shall designate the roads as "public" and maintain all public facilities and improvements shown in the Improvement Plans for this Subdivision, according to Teton County, ID Street Standards.

SECTION 2. Commencement of Construction & Conformance with Approve Plans. Developer shall commence the construction of the Public Improvements within Three (3) months of the execution of this Agreement. Prior to commencement of construction of any public improvements within the Subdivision, Developer shall have (i) filed a final plat of that portion of the Subdivision which Developer intends to develop, and shall have obtained the approval of the County of such final plat; or (ii) provided to the County a financial guarantee as stipulated per Section 10 below. The County agrees to approve such final plat providing the same is in substantial conformance with the Master Concept Plan and Preliminary Master Plan and Plat, and the street layout, densities and design concepts shown therein, and otherwise conforms to the County Subdivision Ordinance in affect as of the date hereof.

SECTION 3. Improvement Plans. Prior to commencement of construction for any public improvements within the Subdivision, Developer will file a complete set of subdivision improvement plans, (hereafter referred to as the "Improvement Plans") showing all streets, storm drains, water and sewer lines, street signs, traffic control devices, barricades and other public improvements contemplated within the Subdivision. The Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity,) and irrigation facilities affected by the development of the Subdivision.

SECTION 4. Offsite Road Mitigation. So as to mitigate impacts resulting from increased traffic on the county road system, Developer agrees to pay for the improvement and paving of Stateline Road from the southern property boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road.

SECTION 5. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, Developer will, at its expense, design and construct all public improvements shown in the Improvement Plans. Unless otherwise agreed in writing by the County, Developer will construct all public improvements within the Subdivision in

accordance with the Improvement Plans filed with the County. Developer shall complete the Public Improvements within Twelve (12) months of the execution of this Agreement, subject to the provisions of Section 22. Developer shall provide a stamped letter from an engineer stating the roads and utilities have been built in accordance with the submitted Improvement Plans and are up to County standards.

SECTION 6. Permits. Developer, or Developer's representative, shall obtain all right-of-way, excavation or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

SECTION 7. Inspection. Developer will retain Nelson Engineering (the "Project Engineer"), representing the Developer of Targhee Hill Estates, to inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this Agreement, and the Improvement Plans. Developer will not materially deviate from the Improvement Plans without the express written approval of the County Engineer, which approval shall not be unreasonably withheld.

SECTION 8. Corrected Improvement Plans. Prior to County approval of any improvements located within the Subdivision, Developer will file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with the County Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all improvements within the Subdivision.

SECTION 9. Control during Development. Development activities for Targhee Hill Estates will be directed, administered, and inspected by the Project Engineer. In addition, Developer agrees to provide dust abatement during the installation of the infrastructure within the Subdivision.

SECTION 10. Guarantee of Completion of Improvements. Developer will guarantee completion of improvements by submitting a surety bond, cash deposit, certified check, negotiable bond or irrevocable bank letter of credit (the "Subdivision

Guarantee") to the County in the amount as indicated in the engineer's cost estimate, attached hereto as Exhibit "B".

SECTION 11.Penalty in Case of Failure to Complete Construction of a Public Improvement. Developer shall forfeit the Subdivision Guarantee submitted for guarantee of completion of improvements if the Targhee Hill Estates Improvements are not completed as approved. County shall have provided Developer with the nature and extent of the default in writing prior to the forfeiture of the Subdivision Guarantee.

SECTION 12. Reduction and Release of Subdivision Guarantee. Developer shall be allowed to request partial and multiple reductions of the Subdivision Guarantee. The principal amount of the Subdivision Guarantee shall not be reduced for any public improvements installed unless such reduction is approved by the Teton County Planning Administrator and certified as complete and to County standards by the Project Engineer. Upon final installation and completion of the public improvements, the Subdivision Guarantee shall be released in its entirety.

SECTION 13. Lot Sales. Developer acknowledges that lots shall not be sold and recorded until final plat approval and recordation.

SECTION 14. No Certificates of Occupancy Will Be Issued Until Public Improvements are Complete. Developer acknowledges that no certificates of occupancy will be issued until public improvements are complete. Developer acknowledges that fire protection, including roads, shall be operational before any building permits may be issued.

SECTION 15. Maintenance of Roadways Within the Subdivision. Developer, or its heirs, successors or assigns (i.e. Homeowner's Association), shall be responsible for the maintenance and upkeep, up to County standards, of all public roadways located within the Subdivision. Developer understands and agrees that no maintenance or snow removal will be required by the County Road & Bridge Department. In the event the Subdivision is ever annexed into the City of Driggs, or any other service jurisdiction, said improvements may be dedicated to, and maintained by, said jurisdiction.

SECTION 16. Maintenance of Utility Improvements Within the Subdivision. Developer, or its heirs, successors or assigns, shall be responsible for the maintenance

and upkeep, up to County standards, of all public improvements located within the Subdivision. Developer understands and agrees that no maintenance will be required by the County. In the event the Subdivision is ever annexed into the City of Driggs, or any other service jurisdiction, said improvements may be dedicated to, and maintained by, said jurisdiction.

SECTION 17. Dedication & Maintenance of Open Space Improvements Within the Subdivision. Developer, or its heirs, successors or assigns, shall be responsible for the maintenance and upkeep of all open space and open space improvements located within the Subdivision. Developer understands and agrees that no maintenance will be required by the County. Furthermore, Developer shall dedicate the Subdivision's open space to the Homeowner's Association, charitable organization or other appropriate governmental agency as stipulated per the County's Title 9 Subdivision Regulations.

SECTION 18. Subdivision Entrance Sign and Street Signs. Developer agrees to install a Subdivision entrance sign and street signs prior to obtaining certificates of occupancy for dwellings within the Subdivision.

SECTION 19. Developer Donations and Contributions. Developer agrees to contribute $50,500 ($500.00 per lot) to the Teton County Fire Protection District (the "Fire District"), for the safety and welfare of County residents. Said contribution shall be paid to the Fire District at the time of Final Plat recordation. Furthermore, as of the date hereof, Developer has contributed the following to the Teton County School District #401 (the "School District"): thirty (30) computer workstations for a middle school technology lab - $22,560 (includes hardware and software); $11,580 to underwrite the Read Naturally software program for all three elementary schools for the 2007-2008 fiscal year; and $4,500 to underwrite the LearnKey program for technology training for staff and students for the 2007-2008 fiscal year.

SECTION 18. Covenants Appurtenant to the Land. All covenants, conditions and restrictions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon Developers' heirs, successors or assigns.

SECTION 18. Assignment. This Agreement shall not be assigned to any other

party without the written consent of the County, which consent shall not be unreasonably withheld.

SECTION 19. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County or in the United States District Court for the District of Idaho.

SECTION 20. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

SECTION 21. Effective Date. This Agreement shall become valid and binding only upon its approval by the County Commission and upon its execution by the Chairman.

SECTION 22. Force Majeure. Any period of time in which a party (the "Excused Party") must perform any obligation under this Agreement shall be extended by the period of time that a Force Majeure Event prevents such performance in whole or in material part or renders such performance so difficult or costly that such performance is commercially unreasonable, and the Excused Party shall not be liable for loss or damage incurred by the other party by reason of any delay in such performance during such period of extension. If the Force Majeure Event is of such a nature that the performance of the obligation will reasonably require an additional period of time following cessation of the Force Majeure Event, then the period of time in which the Excused Party must perform the obligation shall be further extended by such additional period of time, and the Excused Party shall not be liable for loss or damage incurred by the other party by reason of any delay in such performance during such additional period of time. For purposes of this section, a "Force Majeure Event" shall be any event or condition that 1) is not known to the Excused Party (as defined below), as of the date of this Agreement, to exist; 2) is not reasonably foreseeable as of such date; and 3) is not reasonably within the control of the Excused Party. Without limiting the foregoing, any of the following shall constitute a Force Majeure Event if the same meets the conditions expressed in the enumerated clauses of the preceding sentence: natural

disaster, weather delays, fire, explosion, epidemic, war, riot, civil disturbance, strike, lockout, labor slow-down, acts of governmental authority, and shortage of energy or material.

[CONTINUED ON NEXT PAGE]

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

ATTEST:

By: Mary Lou Hansen

Mary Lou Hansen

County Clerk

TETON COUNTY, ID

By: _____

Larry Young

Chairman of the Commission

TETON COUNTY PLANNING & ZONING

_____

Kurt Hibbert, Administrator

"DEVELOPER"

_____

Targhee Hill Estates, L.L.C.

By: Michael D. Stewart

Its: Member

STATE OF IDAHO)

: ss.

County of Teton)

On this 28th day of Dec, 2007, before me, the undersigned, a Notary Public for Idaho, personally appeared Larry Young, known to me to be the Chairman of the County Commission, the corporation that executed the foregoing document and acknowledge to me that such city executed the same.

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

MAUREEN GREEN
Notary Public
State of Idaho

(SEAL)

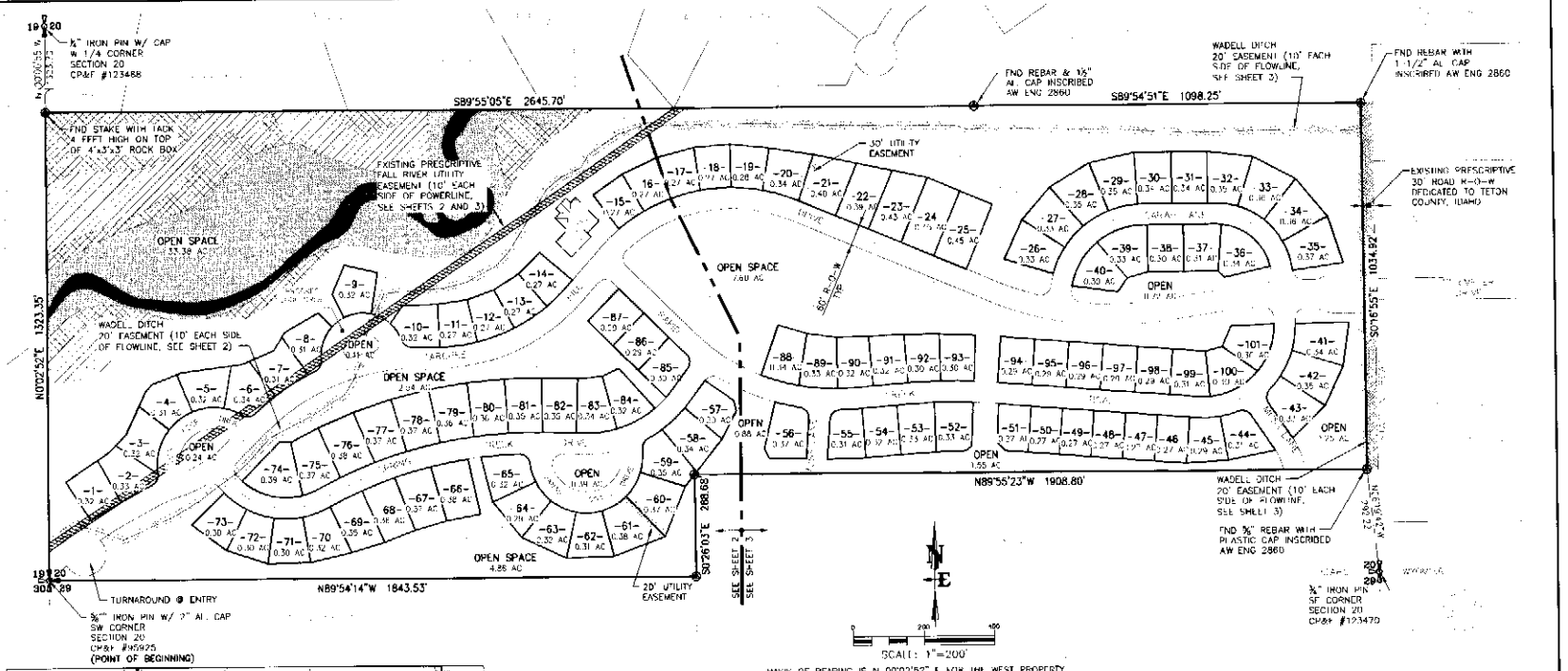
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Notary Public for Idaho

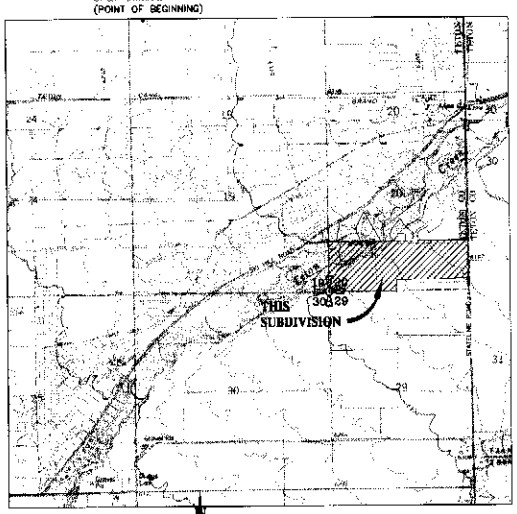
Residing in Idaho

My Commission Expires: 08/05/08

EXHIBIT "A"



BASIS OF BEARING IS N 00°02'52" E FOR THE WEST PROPERTY LINE FOLLOWING THE SOUTHWEST QUARTER OF SECTION 20.



VICINITY MAP
SCALE: 1" = 2000'
Located in
Section 20, T5N, R46E
Teton County, Idaho

LEGEND

- SITE BOUNDARY
- SECTION LINE
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT AS NOTED
- EXISTING R-O-W AS NOTED
- PROPERTY CORNER AS NOTED
- SECTION CORNER AS NOTED
- SET ⅝"x24" REBAR W/ ALUMINUM CAP "NELSON ENGR. PLS 11543"
- SET ⅝"x30" REBAR W/ ALUMINUM CAP "NELSON ENGR. PLS 11543"
- OPEN SPACE AREA

FLOOD ZONES AS DEFINED BY FEMA MAP
PER FEMA MAP #16081C0092C

- 100 YEAR FLOOD (ZONE AE)
- FLOODWAY IN ZONE (AE)
- 500 YEAR FLOOD (ZONE X)

NO BUILDING LOTS IN FLOOD ZONES

PROJECT TOTAL:
TOTAL ACRES = 101.23
101 LOTS @ 0.32 AVG = 32.77 AC
REC CENTER (1.7000 SF) = 0.40 AC
OPEN SPACE LOTS = 53.52 AC (52.9%)

ROADS = 1.80 MILES (9494 LF)
NEW ROAD R-O-W = 14.54 AC
TRAILS = 3.17 MILES (16,720 LF)

ZONED: AZ-5 URBAN SERVICE

BUILDING SETBACKS:
FRONT = 20
SIDES = 10
BACK = 20

NOTES:
1. TELEPHONE AND POWER UTILITIES TO BE ROUTED IN THE 60' ROAD R-O-W.
2. ALL LOTS WILL BE SERVED BY COMMUNITY WATER AND SEWER SYSTEMS.
3. ALL ROADS WITHIN THIS SUBDIVISION TO REMAIN PRIVATE, OPEN FOR PUBLIC USE AND MAINTAINED TO TETON COUNTY STANDARDS BY THE TARGHEE HILL ESTATES HOMEOWNERS' ASSOCIATION.
4. BLOCK 1 COMPRISES THE ENTIRE SUBDIVISION.

REGISTERED LAND SURVEYOR
11543
STATE OF IDAHO
JAMES S. F. HANNON

OWNER
TARGHEE HILL ESTATES, LLC
SPENCER THUNELL
1777 SUN PEAK DRIVE
PARK CITY, UT 84098
(435) 645-9005

FINAL MASTER PLAN/PLAT
TARGHEE HILL ESTATES P.U.D.

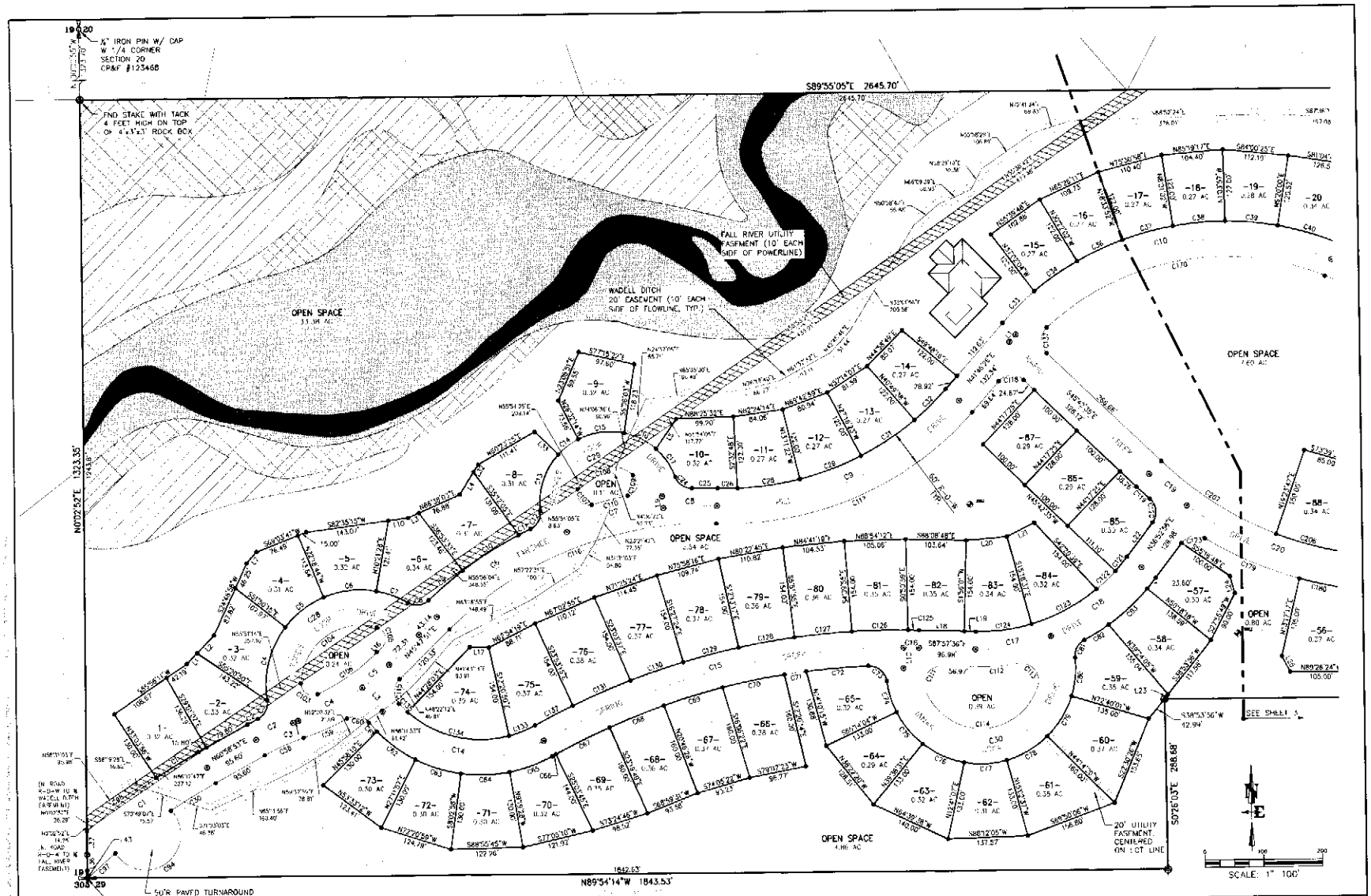
PLAT PREPARED 9 OCT 2007

LOCATED IN THE
S 1/2 S 1/2 OF
SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST
OF BOISE MERIDIAN, TETON COUNTY, IDAHO

SHEET 1 OF 5

NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087

SURVEYED: NE OCT 2006 | DRAWN: BJC | REVIEW: JS, PE | PROJECT NO. 06-296D-5



REGISTERED LAND SURVEYOR
11543
JAMES F. HANLON

OWNER
TARGHEE HILL ESTATES, LLC
SPENCER THUNELL
1777 SUN PEAK DRIVE
PARK CITY, UT 84098
(435) 645-9005

FINAL MASTER PLAN/PLAT
TARGHEE HILL ESTATES P.U.D.

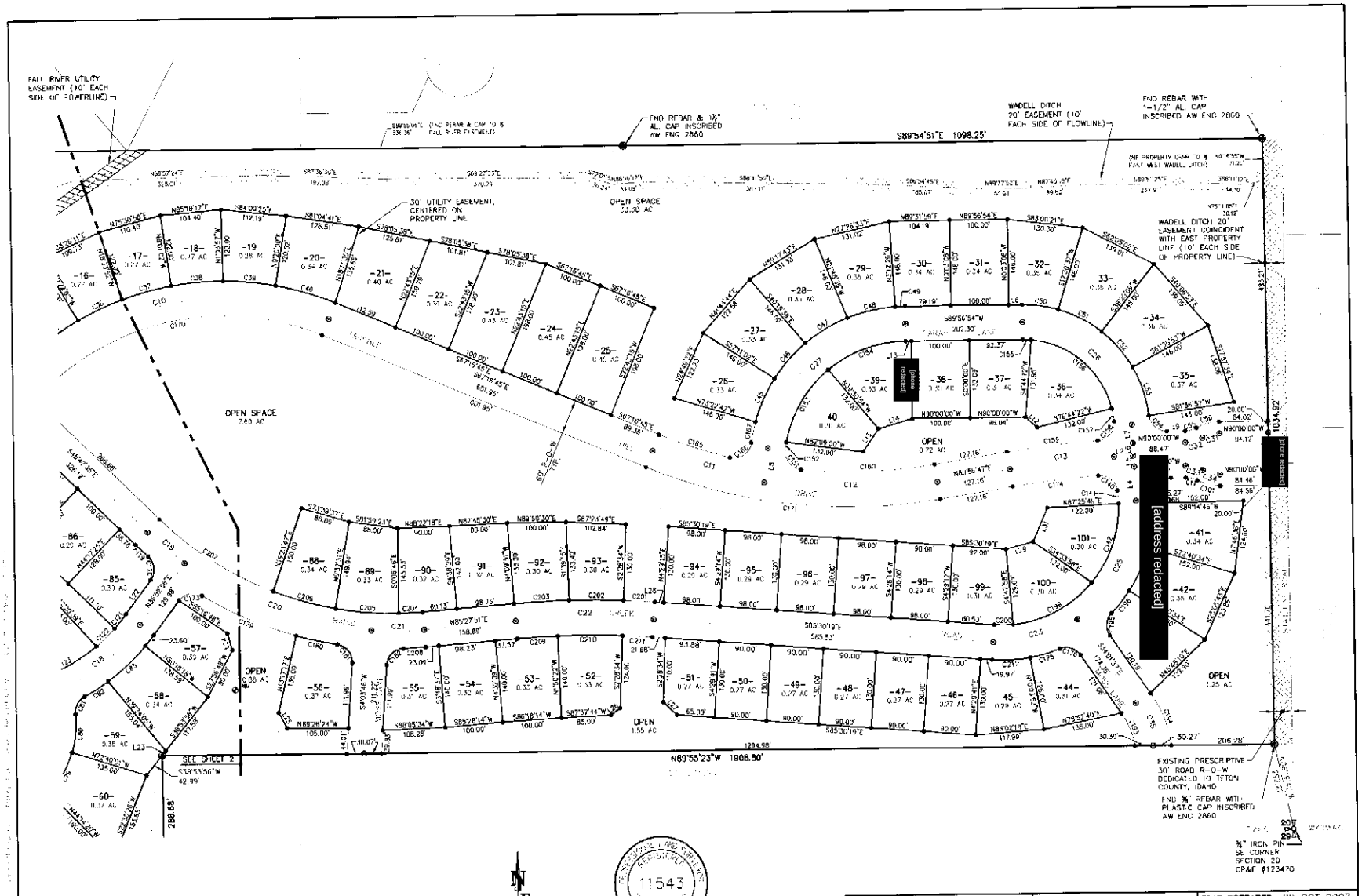
LOCATED IN THE
S 1/2 S 1/2 OF
SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST
OF BOISE MERIDIAN, TETON COUNTY, IDAHO

PLAT PREPARED 09 OCT 2007

SHEET 2 OF 5

NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087

SURVEYED: NF OCT 2006 | DRAWN: BJC | REVIEW: JS, PF | PROJECT NO. 06-296D-5



OWNER

TARGHEE HILL ESTATES, LLC
SPENCER THUNELL
1777 SUN PEAK DRIVE
PARK CITY, UT 84098
(435) 645-9005

FINAL MASTER PLAN/PLAT **TARGHEE HILL ESTATES P.U.D.**	LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO
PLAT PREPARED 09 OCT 2007	SHEET 3 OF 5
NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087	
SURVEYED: NF OCT 2006	DRAWN: BJG REVIEW: JS, PE PROJECT NO 06 2960-5

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1150.00	83.35	4°02'49"	S58°57'28"W	83.33
C2	450.00	20.13	2°33'55"	S62°14'26"W	20.13
C3	30.00	37.83	72°14'38"	S27°32'29"W	35.37
C4	162.50	152.57	46°44'35"	N14°47'27"E	128.92
C5	162.50	82.74	29°13'13"	N52°55'31"E	82.82
C6	162.50	92.96	32°46'17"	N84°01'22"E	91.71
C7	162.50	57.87	20°24'10"	S69°26'27"E	57.56
C8	30.00	39.80	74°06'13"	S83°42'31"W	36.15
C9	680.00	76.56	6°27'03"	N49°52'56"E	76.52
C10	680.00	113.02	9°31'01"	N55°52'08"E	112.89
C11	680.00	22.06	1°51'30"	N60°35'38"E	22.06
C12	40.00	29.21	28°00'18"	N75°51'21"W	28.80
C13	50.00	37.14	42°33'18"	N29°05'30"W	36.31
C14	120.00	103.58	49°27'45"	S18°31'29"W	100.41
C15	120.00	80.64	38°30'44"	S82°47'07"W	79.14
C16	120.00	61.98	29°35'33"	N83°05'54"W	61.30
C17	120.00	58.63	27°59'41"	N34°18'01"W	58.05
C24	50.00	37.14	42°33'18"	N29°05'30"W	36.31
C25	680.00	44.33	3°44'07"	N89°21'55"W	44.32
C26	495.00	34.90	4°02'11"	N89°51'56"W	34.89
C28	495.00	106.90	12°22'24"	S82°20'46"W	106.69
C29	495.00	110.08	12°44'26"	S69°43'56"W	110.85
C30	1125.00	89.19	4°32'46"	S56°42'00"W	89.17
C31	495.00	110.61	12°48'27"	S56°54'00"W	110.38
C32	495.00	75.37	8°43'28"	S46°08'10"W	75.30
C33	505.00	77.12	8°44'58"	S46°08'55"W	77.04
C34	505.00	85.81	19°04'55"	S55°33'42"W	85.70
C36	505.00	84.75	9°36'54"	S65°21'26"W	84.65
C37	505.00	88.02	9°59'39"	S75°12'45"W	87.88
C38	505.00	90.12	10°13'48"	S85°17'08"W	89.61
C39	505.00	90.30	10°14'44"	N84°29'18"W	90.18
C40	505.00	106.53	12°05'11"	N73°19'21"W	106.33
C45	270.00	81.41	17°16'34"	N24°57'46"E	81.10
C46	270.00	90.08	19°06'56"	N43°00'51"E	89.68
C47	270.00	84.70	17°58'26"	N62°29'51"E	84.35
C48	270.00	84.17	17°51'38"	S77°24'54"W	83.83
C49	270.00	89.98	19°05'11"	N88°06'48"W	89.58
C50	270.00	83.05	17°37'03"	S69°39'05"E	82.72
C51	270.00	83.77	17°46'07"	S52°05'18"E	83.44
C52	270.00	80.56	17°05'47"	S34°10'29"E	80.27
C53	270.00	87.42	18°33'49"	S17°40'26"E	87.01
C54	30.00	43.99	84°00'26"	S47°59'46"E	40.15
C55	40.00	30.21	28°57'18"	N75°51'21"E	30.00
C56	60.00	40.43	38°37'18"	N75°51'21"E	40.06
C58	540.00	73.70	7°49'08"	S86°39'07"W	73.65
C59	420.00	81.72	10°53'22"	S68°53'20"W	81.60
C60	30.00	41.50	79°58'10"	N24°04'14"W	38.15
C61	250.00	20.58	4°42'56"	N41°56'29"W	20.57
C62	250.00	81.31	18°38'52"	S54°37'33"E	81.01
C63	250.00	81.91	18°46'19"	S72°20'59"E	81.54
C64	250.00	53.08	19°06'30"	N89°14'26"E	52.99
C65	250.00	77.48	17°45'24"	S75°17'29"W	77.17
C66	1220.00	7.11	0°20'02"	S81°14'16"W	7.11
C67	1220.00	162.32	4°46'20"	N84°08'59"E	162.20

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C68	1220.00	100.74	4°43'52"	N88°50'07"E	100.71
C69	1220.00	106.28	4°59'30"	N73°46'46"E	106.24
C70	1220.00	107.01	5°02'23"	N78°47'42"E	107.28
C71	1220.00	36.96	1°44'09"	S82°10'58"W	36.96
C72	1220.00	106.27	4°59'26"	S85°52'45"E	106.23
C73	10.00	44.27	84°45'16"	S49°29'33"E	40.51
C74	162.50	55.77	19°39'56"	S16°51'33"E	55.50
C75	162.50	70.07	24°42'06"	S3°02'44"E	69.53
C76	162.50	76.85	27°05'11"	S25°18'33"E	76.13
C77	162.50	74.48	26°15'14"	N87°40'00"E	73.83
C78	162.50	81.67	28°47'50"	N60°08'14"E	80.82
C79	162.50	80.12	28°14'57"	N31°36'50"E	79.31
C80	162.50	66.36	23°23'41"	N5°47'31"E	65.89
C81	30.00	39.91	27°48'54"	N29°00'07"E	39.47
C82	370.00	48.74	7°32'52"	N58°36'08"E	48.7
C83	370.00	89.28	13°49'25"	N43°26'56"E	89.08
C84	60.00	201.54	192°25'57"	N53°21'55"E	119.81
C97	120.00	64.82	31°5'53"	S48°40'47"W	63.8
C98	1180.00	150.01	7°17'02"	S53°17'33"W	149.9
C101	80.00	40.43	28°57'18"	N75°51'21"W	40.00
C103	20.00	40.91	117°11'24"	S56°07'16"E	34.14
C104	162.50	186.68	104°21'11"	S54°58'02"W	161.53
C105	20.00	41.55	119°01'12"	N13°42'46"W	34.47
C106	370.00	125.92	19°29'12"	N60°09'56"E	124.9
C107	20.00	44.73	128°08'59"	S41°55'48"E	36.97
C108	60.50	114.18	108°02'04"	S76°39'43"W	97.77
C109	20.00	44.73	128°08'59"	N 5°15'14"E	36.97
C110	650.00	67.30	5°20'02"	N76°39'43"E	63.28
C111	30.00	78.77	112°14'14"	S25°55'17"W	49.8
C112	370.00	74.51	11°32'16"	S86°18'16"W	74.38
C113	30.00	60.27	115°01'11"	N40°59'14"W	50.16
C114	162.50	254.53	142°16'46"	N88°39'47"E	193.96
C115	30.00	44.14	88°02'04"	S1°46'18"W	41.69
C116	620.00	505.40	46°42'18"	S69°09'00"W	491.52
C117	555.00	491.39	50°43'45"	S87°08'17"W	475.49
C118	30.00	48.44	92°30'59"	S88°01'55"W	43.34
C119	640.00	29.44	2°38'00"	S4°18'13"E	29.44
C120	30.00	44.53	85°13'40"	S5°43'54"E	40.52
C121	370.00	31.00	5°45'47"	N49°14'49"E	30.99
C122	30.00	44.37	84°71'59"	N46°42'42"E	44.43
C123	370.00	125.92	23°09'45"	N62°23'34"E	124.47
C124	370.00	97.75	18°33'50"	N83°00'25"E	97.34
C125	1280.00	19.08	0°51'12"	S88°23'12"E	19.08
C126	1280.00	96.58	4°19'19"	N89°02'05"E	96.56
C127	1280.00	97.29	4°21'19"	N84°42'14"E	97.27
C128	1280.00	96.45	4°19'07"	N80°22'03"E	96.43
C129	1280.00	98.58	4°24'13"	N76°00'26"E	98.55
C130	1280.00	96.74	4°19'50"	N71°38'24"E	96.72
C131	1280.00	107.93	4°49'52"	N67°03'33"E	107.89
C132	1280.00	72.17	3°13'50"	N63°01'42"E	72.16
C133	90.00	47.48	14°19'08"	S68°34'21"W	47.36
C134	190.00	146.27	55°5'21"	N76°20'00"W	178.02
C135	190.00	20.43	0°09'41"	S45°10'04"E	20.42
C137	90.00	48.78	31°3'00"	S0°52'29"W	43.68
C143	30.00	45.08	86°05'51"	S50°45'59"E	40.96

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C141	200.00	22.64	6°29'14"	S42°28'27"E	22.63
C142	220.00	144.93	41°31'08"	N19°31'44"E	141.78
C151	50.00	77.72	91°08'30"	S36°23'34"E	42.80
C 52	210.00	13.87	3°43'47"	S9°02'34"W	13.87
C153	210.00	146.38	39°56'12"	N30°52'33"E	143.45
C154	210.00	143.32	39°06'14"	N70°23'46"E	140.56
C155	155.00	14.98	5°32'39"	N87°21'17"W	14.93
C156	155.00	193.55	71°32'47"	N48°53'04"W	181.22
C157	155.00	21.83	8°04'29"	N80°36'26"W	21.82
C158	30.00	47.82	91°19'16"	N40°09'07"E	42.9
C159	1650.00	157.51	5°28'9"	N84°12'56"E	157.45
C160	570.00	229.15	15°35'24"	N88°29'29"E	224.47
C165	570.00	128.85	8°23'09"	S 1°31'20"E	128.75
C166	30.00	50.70	96°50'24"	N56°17'54"E	44.91
C167	270.00	37.15	7°52'48"	S12°18'09"W	37.10
C168	240.00	5.37	1°17'01"	N1°37'44"W	5.37
C169	30.00	48.29	92°13'14"	N45°55'53"E	43.24
C170	445.00	166.87	21°29'41"	N80°05'24"E	165.9
C171	330.00	515.75	[illegible]	S89°39'59"E	509.7
C173	30.00	44.24	[illegible]	S89°39'59"W	40.34
C174	1620.00	148.17	5°14'19"	N45°53'55"E	148.07
C175	280.00	92.29	18°53'06"	N7°08'14"E	92.65
C176	30.00	49.65	77°38'42"	N 2°50'58"W	37.6
C179	640.00	175.37	15°41'01"	S66°28'17"E	174.82
C180	640.00	72.36	6°28'40"	S77°53'38"W	72.32
C181	30.00	44.43	84°51'44"	N30°22'00"W	40.48
C 82	30.00	44.43	84°51'44"	S46°29'38"W	40.48
C193	145.00	89.78	24°31'02"	N22°01'00"W	89.14
C194	205.00	96.55	26°58'24"	N20°32'05"W	95.66
C195	30.00	41.69	79°38'24"	S51°2'1"W	37.95
C196	260.00	48.71	10°44'06"	S39°04'44"W	48.64
C197	260.00	80.56	17°45'[illegible]	S24°50'00"W	80.24
C198	260.00	77.12	16°59'43"	S7°27'39"W	76.84
C199	200.00	158.77	44°54'44"	N62°44'40"E	152.79
C200	230.00	32.44	8°1'39"	N89°25'5"E	32.41
C202	1530.00	83.29	3°7'06"	S89°16'14"E	83.27
C203	1530.00	93.96	3°31'08"	N87°13'25"E	92.94
C204	560.00	41.95	4°17'36"	N87°30'11"E	41.27
C205	580.00	109.89	10°51'20"	S85°01'53"E	109.73
C206	580.00	110.82	10°57'06"	S74°37'26"E	110.75
C207	580.00	232.18	22°56'08"	N67°6'39"W	230.63
C208	640.00	38.86	3°28'39"	S87°31'41"W	38.85
C209	1470.00	69.03	2°41'26"	S86°48'34"W	69.02
C210	470.00	110.87	4°19'47"	S89°4'04"E	110.64
C211	1472.00	51.79	2°01'07"	S86°30'53"E	51.79
C212	260.00	66.02	14°32'55"	N87°5'14"E	65.84

Curve Table: Roads

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1150.00	253.20	12°36'54"	N54°40'28"E	252.69
C2	400.00	69.81	9°59'56"	N65°58'5"E	69.72
C3	400.00	9.45	1°21'12"	N71°30'25"E	9.45
C4	400.00	124.78	17°52'21"	N63°23'49"E	124.27
C5	400.00	60.45	8°39'47"	N50°3'44"E	60.42
C6	850.00	265.61	23°24'45"	N31°30'15"E	263.74
C7	650.00	171.33	15°06'09"	N16°45'40"E	170.84
C8	600.00	102.91	8°1'2"	N88°24'27"E	102.83
C9	525.00	464.82	50°43'43"	N67°08'17"E	449.79
C10	475.00	346.17	70°56'44"	N77°14'50"E	561.3
C11	900.00	200.95	12°47'55"	S73°40'53"E	200.54
C12	900.00	299.15	18°58'5"	S89°37'47"E	286.80
C13	1650.00	174.73	6°14'28"	N84°54'01"E	174.64
C14	220.00	302.45	78°46'07"	S72°2'[illegible]	279.9
C15	1250.00	642.08	29°25'51"	N70°07'45"E	635.05
C16	250.00	26.09	5°58'46"	S88°33'29"E	26.08
C17	1450.00	132.56	5°14'06"	N80°52'14"E	132.52
C18	340.00	194.76	32°49'07"	N53°17'30"E	192.10

Curve Table: Roads

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C19	870.00	82.15	7°48'29"	S49°36'50"E	82.06
C20	870.00	345.19	22°43'10"	S69°43'30"E	342.87
C21	870.00	90.54	5°57'57"	N89°45'29"E	9.46
C22	1500.00	236.42	9°01'50"	N89°8'48"E	236.17
C23	230.00	152.58	38°00'36"	N75°39'22"E	149.80
C24	230.00	235.68	58°42'17"	N27°0'54"E	225.48
C25	850.00	265.59	17°49'46"	N16°06'10"W	264.53
C27	240.00	347.27	82°51'21"	S48°31'13"W	317.5
C28	1132.50	388.76	19°39'26"	N55°52'16"E	386.9
C29	90.00	328.98	208°08'49"	S70°14'20"W	174.03
C30	1132.50	473.62	23°58'36"	N74°06'35"E	298.82
C31	60.00	30.32	28°57'18"	S75°31'21"W	30.00
C32	60.00	30.32	28°57'18"	S75°31'21"W	30.00
C33	60.00	30.32	28°57'18"	N75°31'21"W	30.00
C34	60.00	30.32	28°57'18"	N75°31'21"W	30.00
C35	1450.00	29.68	1°10'38"	S21°25'48"E	29.02

Line Table: Roads

Line #	Length	Direction
L1	16.79	N41°45'26"E
L2	16.873	N82°11'15"E
L3	53.383	S38°49'06"E
L4	56.631	N0°13'14"W
L5	18.522	N21°13'14"W
L6	21.505	N21°13'14"W
L7	31.616	N21°13'14"W
L8	24.772	S0°00'03"W
L9	20.003	N5°41'15"W
L10	35.264	S0°50'39"W

Line Table: Lots

Line #	Length	Direction
L1	25.00	S43°47'53"W
L2	41.67	S43°47'53"W
L3	29.00	S66°38'03"W
L4	44.66	N 5°01'20"E
L5	62.00	N34°57'23"E
L6	23.72	N89°06'54"E
L7	25.50	N41°44'39"E
L9	30.89	N90°00'00"E
L10	24.33	N89°35'15"E
L12	26.09	N46°5'06"W
L13	9.84	S88°56'54"W
L14	60.19	S73°45'32"W

Line Table: Lots

Line #	Length	Direction
L15	47.56	S34°20'27"W
L16	12.15	N45°47'51"E
L17	32.21	S67°17'09"E
L18	77.10	S84°57'36"E
L19	15.97	S82°57'36"E
L20	20.86	N25°19'55"E
L21	32.57	N41°0'55"E
L22	72.29	N76°52'56"W
L23	11.00	S38°5'56"W
L24	30.02	S 5°30'21"E
L25	30.00	S2°29'27"W
L26	20.00	S52°25'37"W

Line Table: Lots

Line #	Length	Direction
L27	12.06	S84°4'01"E
L28	15.00	S85°30'19"E
L29	48.74	S75°36'36"E
L31	62.60	N75°27'38"E
L32	19.89	N31°57'29"E
L33	55.72	S45°41'23"E
L35	39.77	N0°02'52"E
L37	39.77	N0°02'52"E
L43	0.89	N89°54'14"W



FINAL
MASTER PLAN/PLAT

TARGHEE HILL
ESTATES P.U.D.

LOCATED IN THE
S 1/2 S 1/2 OF
SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST
OF BOISE MERIDIAN, TETON COUNTY, IDAHO

PLAT PREPARED 09 OCT 2007

SHT 4 OF 5

NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087

SURVEYED: NE OCT 2006 | DRAWN: BJC | REVIEW: JS, PE | PROJECT NO. 06-296D-5

CERTIFICATE OF OWNER

KNOW BY ALL MEN THESE PRESENTS: THAT WE, THE UNDERSIGNED ARE ALL OF THE OWNERS AND PROPRIETORS OF THE TRACT OF LAND INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN AND DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS, AND STREETS TO BE HEREAFTER KNOWN AS **TARGHEE HILL ESTATES**, AND DO HEREBY WARRANT AND SAVE THE COUNTY OF TETON, HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCKS, LOTS AND STREETS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES, DRAINAGE EASEMENTS OR AS DESCRIBED ON THIS PLAT.

THAT THE STATELINE ROAD RIGHT-OF-WAY IS HEREBY DEDICATED TO TETON COUNTY, IDAHO FOR PURPOSES TO INCLUDE ROADS, MAINTENANCE, ACCESS, DRAINAGE, AND UTILITIES.

THAT THE IRRIGATION EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE WADELL DITCH COMPANY FOR THE PURPOSE OF CONVEYING AND MAINTAINING IRRIGATION WATER

THAT THE POWERLINE EASEMENT SHOWN HEREON IS HEREBY GRANTED TO FALL RIVER RURAL ELECTRIC FOR THE PURPOSES OF PROVIDING AND MAINTAINING THEIR SERVICES.

THAT THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF DRIGGS FOR THE PURPOSES OF PROVIDING AND MAINTAINING THEIR SERVICES

THAT THE 60' ROAD RIGHT-OF-WAY SHOWN INSIDE THE PROPERTY BOUNDARY ON THIS PLAT IS DEDICATED TO THE **TARGHEE HILL ESTATES** HOME OWNERS ASSOCIATION FOR INGRESS, EGRESS, AND DRAINAGE. IT IS ALSO DEDICATED TO PUBLIC UTILITY COMPANIES FOR MAINTENANCE AND REPAIR OF PUBLIC WIRE UTILITIES;

THAT ALL STREETS WITHIN THIS SUBDIVISION ARE TO BE PRIVATE, WITH EACH OWNER OF A LOT WITHIN **TARGHEE HILL ESTATES** GRANTED A NON-EXCLUSIVE ACCESS, AND THAT MAINTENANCE OF SAID STREETS WILL BE PROVIDED BY THE **TARGHEE HILL ESTATES** HOME OWNERS ASSOCIATION, PRIVATE OWNERSHIP DOES NOT RESTRICT OR PROHIBIT THE RIGHT OF ACCESS OF ANY EMERGENCY, LAW ENFORCEMENT, OR PUBLIC SERVICES, UTILITY PROVIDERS, OR NATIONWIDE DELIVERY SERVICES IN THE PERFORMANCE OF THEIR DUTIES;

THAT THE OPEN SPACE TRACTS SHOWN ON THIS PLAT ARE DEDICATED TO THE **TARGHEE HILL ESTATES** HOMEOWNERS ASSOCIATION FOR MAINTENANCE, UPKEEP, DRAINAGE, ALONG WITH BLANKET UTILITY EASEMENTS AS REQUIRED TO PROVIDE WATER, IRRIGATION WATER, SEWER OR WIRE UTILITY SERVICES TO EACH LOT. NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF SAID RIGHTS-OF-WAY OR EASEMENTS.

THAT ALL LOTS SHOWN ON THIS PLAT WILL BE SERVED BY A COMMUNITY WATER SYSTEM, AND WILL CONNECT TO THE CITY OF DRIGGS SEWER SYSTEM;

THAT IT HAS BEEN DETERMINED THAT NO BUILDINGS TO BE CONSTRUCTED IN **TARGHEE HILL ESTATES** LIE IN A DESIGNATED FLOOD PLAIN;

THE THE HIGHLANDS HOME OWNERS ASSOCIATION IS GRANTED THE PRIVATE OWNERSHIP AND USE OF THE OPEN SPACE AREAS DESIGNATED ON THIS PLAT. USE SHALL INCLUDE THE MAINTENANCE AND/OR REPAIR OF THE OPEN SPACE AREA, FIRE PROTECTION SYSTEM, WELLS, AND ALL ASSOCIATED EQUIPMENT AND PIPING;

THAT ACCESS TO THIS SUBDIVISION SHALL BE FROM STATELINE ROAD;

THAT THIS SUBDIVISION IS SUBJECT TO THAT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, TO BE RECORDED CONCURRENTLY WITH THIS PLAT,

THAT THE FOREGOING SUBDIVISION OF SAID LANDS AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS:

THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF THE BOISE MERIDIAN, TETON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20, SAID CORNER IS MARKED WITH A 5/8 INCH IRON PIN WITH A 2 INCH ALUMINUM CAP BEARING THE INSCRIPTION "AW ENG 2860" AND IS ON FILE IN THE TETON COUNTY CLERK'S OFFICE, TETON COUNTY, IDAHO AS CORNER PERPETUATION AND FILING RECORD #05925;
THENCE THE FOLLOWING COURSES:

N00°02'52"E 1,323.35 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20

S89°55'08"E 2,645.70 FEET TO A REBAR AND ALUMINUM CAP BEARING THE INSCRIPTION "AW ENG 2860" AND THE CENTER SOUTH 1/16TH CORNER OF SAID SECTION 20;

S89°54'51"E 1,098.25 FEET TO A REBAR AND 1-1/2" ALUMINUM CAP BEARING THE INSCRIPTION "AW ENG 2860";

S00°16'55"E 1,034.92 FEET TO A 5/8 INCH REBAR WITH PLASTIC CAP BEARING THE INSCRIPTION "AW ENG 2860";

N89°55'23"W 1,908.80 FEET TO A ½ INCH REBAR WITH NO CAP;

S00°26'03"E 288.68 FEET TO A ½ INCH REBAR WITH NO CAP AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

N89°54'14"W 1,843.53 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 100.23 ACRES MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS N00°02'52"E FOR THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20.

SPENCER THUNELL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SPENCER THUNELL OF TARGHEE HILL ESTATES, LLC.

THIS _____ DAY OF _____, 2007.

WITNESS MY HAND AND OFFICIAL SEAL.

STATE OF _____

COUNTY OF _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

COUNTY COMMISSIONERS' CERTIFICATE

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

DATE _____ CHAIRPERSON, COUNTY COMMISSIONERS _____

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEQ APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED

DATE _____ DISTRICT HEALTH DEPARTMENT, REHS _____

PLANNING AND ZONING CERTIFICATE

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

DATE _____ CHAIRPERSON, PLANNING AND ZONING _____

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE

DATE _____ COUNTY ASSESSOR _____

TETON COUNTY FIRE MARSHALL CERTIFICATE

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

DATE _____ TETON COUNTY FIRE MARSHALL _____

COUNTY TREASURER'S CERTIFICATE

PER THE REQUIREMENTS OF IDAHO CODE 50-1308, I, THE UNDERSIGNED COUNTY TREASURER, IN AND FOR THE COUNTY OF TETON, STATE OF IDAHO, DO HEREBY CERTIFY THAT ALL DELINQUENT AND CURRENT COUNTY PROPERTY TAXES HAVE BEEN PAID IN FULL ON THE LAND DESCRIBED ON THIS PLAT.

DATE _____ COUNTY TREASURER _____

CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED IN SECTION 50-1305 OF THE IDAHO CODE.

DATE _____ SURVEYOR _____ REG. NO. _____

RECORDER'S CERTIFICATE

STATE OF IDAHO)
)SS
COUNTY OF TETON)

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS _____ DAY OF _____, 2007, AT THE REQUEST OF SPENCER THUNELL OF TARGHEE HILL ESTATES, LLC

INSTRUMENT NO. _____

COUNTY RECORDER _____

CITY OF DRIGGS CERTIFICATE

PRESENTED TO THE CITY COUNCIL OF DRIGGS, IDAHO ON THE FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

DATE _____ MAYOR CITY OF DRIGGS _____

DATE _____ CITY CLERK _____

IRRIGATION WATER RIGHTS CERTIFICATE

WATER RIGHTS AND MEANS OF CONVEYING SAID RIGHTS ARE PROVIDED THROUGH THE SUBDIVISION IN COMPLIANCE WITH WATER AND PIPELINE COMPANY BY-LAWS.

DATE _____ WADELL DITCH COMPANY _____

CERTIFICATE OF SURVEYOR

I, JIM HANLON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, REGISTRATION NO. 11543, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF;

THAT THIS PLAT WAS MADE FROM THE NOTES OF SURVEYS MADE BY ME OR UNDER MY DIRECTION IN JANUARY OF 2006 AND FROM RECORDS OF THE CLERK OF TETON COUNTY;

THAT IT CORRECTLY REPRESENTS THE LAND DESCRIBED IN THE CERTIFICATE OF OWNERS HEREON, AND CONFORMS TO THE APPLICABLE SECTION OF THE IDAHO CODE;

THAT THE INTERIOR MONUMENTS WILL BE SET ON OR BEFORE SEPTEMBER 2008 IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE.

IDAHO — JAMES P. HANLON — REGISTERED — 11543 — STATE OF IDAHO

Jim Hanlon, Idaho LS no. 11543 _____ Date

FINAL MASTER PLAN/PLAT **TARGHEE HILL ESTATES P.U.D.**	LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO	**PLAT PREPARED** 09 OCT 2007 SHEET 5 OF 5
NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087		
SURVEYED: NF OCT 2006	DRAWN: BJG REVIEW: JS, PE	PROJECT NO. 06 296D-5

EXHIBIT "B"

12/18/2007
JRSmith
Nelson Engineering

Targhee Hill Estates Development
Division I Infrastructure

06-296D-08

ENGINEERS ESTIMATE FOR BONDING PURPOSES

No.	Bid Item	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	202.4.1.A.1	Roadway Excavation - Cut	CU YD	16,622	$ 4.00	$ 66,488.00
		Fill	CU YD	1,240	$ 4.50	$ 5,580.00
2	202.4.1.A.1	Pond Excavation - Total of 5 Ponds				
3	301.4.1.B.1	Trench Excavation for 8" Water main, 6'-7' depth, 2' of Type I bedding, Native Type A backfill.	L F	9,565	$ 16.00	$ 153,040.00
4	301.4.1.B.2	Trench Excavation for 8" Sewer line, 7'-13' depth, Type I bedding and minus 6" Type A backfill.	L F	8,610	$ 18.00	$ 154,980.00
5	301.4.1.B.3	Trench Excavation for Wire Utilities, 2'-4' depth, Type I bedding and minus 6" Type A backfill.	L F	9,500	$ 7.50	$ 71,250.00
6	401.4.1.A.1	Water main, 8" dia. Ductile Iron, Class 51	L F	9,565	$ 21.00	$ 200,865.00
7	401.4.1.B.1	Water main fitting - 8"x8"x8" Tee	EA	11	$ 800.00	$ 8,800.00
8	401.4.1.B.2	Water main fitting - 8"x8"x6" Tee for Fire Hydrant	EA	17	$ 700.00	$ 11,900.00
9	401.4.1.B.3	Water main fitting - 8" Cap	EA	3	$ 300.00	$ 900.00
10	401.4.1.B.4	Water main fitting - 8" 45 deg. bend	EA	8	$ 500.00	$ 4,000.00
11	401.4.1.B.5	Water main fitting - 8" 22 1/2 deg. bend	EA	16	$ 475.00	$ 7,600.00
12	401.4.1.B.6	Water main fitting - 8" 11.25 deg. Bend	EA	10	$ 450.00	$ 4,500.00
13	401.4.1.C.1	Water main insulation - 2" Rigid Blue Board	L F	725	$ 3.00	$ 2,175.00
14	402.4.1.A.1	Gate Valve - 8" dia.	EA	48	$ 1,150.00	$ 55,200.00
15	402.4.1.A.2	Air Release/Vacuum Combination valve	EA	1	$ 4,000.00	$ 4,000.00
16	403.4.1.A.1	Fire Hydrant per City of Driggs Std. Dwg. includes all fittings from tee on main	EA	17	$ 3,400.00	$ 57,800.00
17	404.4.1.A.1	1" dia. Water service connection, polyethylene pipe including trenching, bedding and backfill. ALL SERVICES TO HAVE TRACER WIRE	EA	101	$ 1,200.00	$ 121,200.00
18	404.4.1.A.1	2" dia. Water service connection, polyethylene pipe including trenching, bedding and backfill.	EA	1	$ 2,000.00	$ 2,000.00
19	501.4.1.A.1	Gravity sewer pipe, 8" PVC SDR35	L F	8,610	$ 7.50	$ 64,575.00
20	501.4.1.A.2	Install 4" plastic pipe conduit for understreet crossing of wire utilities	L F	500	$ 6.00	$ 3,000.00
21	502.4.1.B.1	Sanitary sewer manhole, Type A, Depth 8'-13 feet	EA	53	$ 2,300.00	$ 121,900.00
22	504.4.1.A.1.	Sewer service line, 4" dia including trenching, bedding and backfill	EA	102	$ 1,100.00	$ 112,200.00
23	601.4.1.A.11	24" dia. CGSP approx. Sta. 4+00 Targhee Hills Dr. Length 74' incl. Flared end sections	LF	74	$ 70.00	$ 5,180.00
24	601.4.1.A.11	24" dia. CGSP approx. Sta. 13+00 Targhee Hills Dr. Length 80' incl. Flared end sections	LF	80	$ 70.00	$ 5,600.00
25	601.4.1.A.11	24" dia. CGSP approx. Sta. 21+75 Targhee Hills Dr. Length 60' incl. Flared end sections	LF	60	$ 70.00	$ 4,200.00
26	601.4.1.A.11	24" dia. CGSP approx. Sta. 32+50 Targhee Hills Dr. Length 60' incl. Flared end sections	LF	60	$ 70.00	$ 4,200.00
27	601.4.1.A.11	24" dia. CGSP approx Sta. 1+50 Spring Creek Dr. Length 60' incl. Flared end sections	LF	60	$ 70.00	$ 4,200.00
28	601.4.1.A.11	24" dia. CGSP approx. Sta. 3+25 Brookes Loop Dr. Length 60' incl. Flared end sections	LF	60	$ 70.00	$ 4,200.00
29	601.4.1.A.11	24" dia. CGSP approx. Sta. 32+85 Sarah Lane Length 65' incl. Flared end sections	LF	65	$ 70.00	$ 4,550.00
30	601.4.1.A.11	24" dia. CGSP approx. Sta. 24+40 Sarah Lane Length 65' incl. Flared end sections	LF	65	$ 70.00	$ 4,550.00
31	601.4.1.A.11	24" dia. CGSP approx. Sta. 3+35 Entry Road at State Line Rd. Length 110' incl. Flared end sections	LF	110	$ 70.00	$ 7,700.00

12/18/2007
JRSmith
Nelson Engineering

Targhee Hill Estates Development
Division I Infrastructure

06-296D-08

ENGINEERS ESTIMATE FOR BONDING PURPOSES

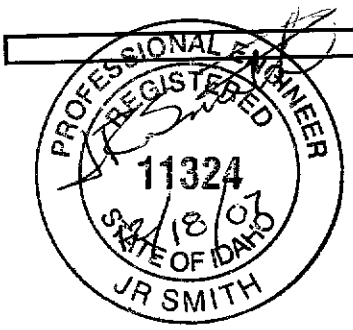
No.	Bid Item	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
32	601.4.1.A.11	24" dia. CGSP approx. Sta. 35+25 Targhee Hills Dr. Length 74' incl. Flared end sections	LF	74	$ 70.00	$ 5,180.00
33	601.4.1.A.11	24" dia. CGSP approx. Sta. 13+55 Rapid Crk Road Length 60' encl. Flared end sections	LF	60	$ 70.00	$ 4,200.00
34	602.4.1.O.1	Construct Trapezoidal Irrigation Ditch, btm. width 1', per Typical Ditch Detail on Sht. 27	LF	550	$ 2.00	$ 1,100.00
35	801.4.1.A.1	Aggregate Sub-base in place for roads	CU YD	11,432	$ 12.00	$ 137,184.00
36	802.4.1.A.1	Crushed aggregate base, Type I in place on roads	CU YD	4,727	$ 15.00	$ 70,905.00
37	810.4.1.A.2	Plant mix pavement, in place on roads, 2" thick	SQ YD	43,550	$ 9.00	$ 391,950.00
38	1105.4.1.A.1	Permanent Signing - 24" X 24" STOP and matching no. of sets Street Name signs	L S	24	$ 500.00	$ 12,000.00
39	1105.4.1.C.1	Steel sign posts	EA	24	$ 500.00	$ 12,000.00
40	2010.4.1.A.1	Mobilization, Performance Bond	L S		$ 47,500.00	$ 47,500.00
41	N/A	Pond liner and cover over liner per detail Approximately 125,230 square feet net	LS			$ -
42	1003.4.1.C.1	Sediment control Silt Fencing, install, maintain and remove	LF	600	$ 10.00	$ 6,000.00
43	1000.4.1.A.1	SWPPP - Prepare and submit to EPA a NOI and prepare and implement a Storm Water Pollution Prevention Plan including all measures (not including Silt Fencing in item 42 above).	LS		$ 2,500.00	$ 2,500.00
44		Two wells, electrical & control systems, motors, pumps, and well house	LS	2	$ 75,000.00	$ 150,000.00
			Subtotal			**$ 2,118,852.00**

PLUS ADDITIONAL WORK ITEMS TO BE INCLUDED IN BONDING ESTIMATE

	Paving of State Line Road from South of Ski Hill Road to the North boundary of Targhee Hill Estates Division I				
45	2" Leveling course of Crushed Agg. Base	CU YD	393	$ 15.00	$ 5,895.00
46	2" Thick A.C. Paving	SQ YD	7,067	$ 9.00	$ 63,603.00
		Subtotal			**$ 69,498.00**

PLUS TETON CREEK TRUNK SEWER COST TO BE INCLUDED IN BONDING ESTIMATE

47	From the Ski Hill Rd. & Cemetery Rd. Intersection then along Ski Hill Rd. to "The Willows" then through "The Willows" then through the "Green Property" to the west boundary of Targhee Hill Estates Division I				
		Subtotal			**$ 502,400.00**
		TOTAL COST FOR BONDING PURPOSES			**$ 2,690,750.00**
		Add 10% per County Requirement			**$ 269,075.00**
		GRAND TOTAL			**$ 2,959,825.00**
		Letter of Credit Amount			**$ 2,960,000.00**



DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT ("Agreement"), made this ___ day of _____, 2025 (the "Effective Date"), by and between TETON COUNTY IDAHO, a political subdivision of the State of Idaho, hereinafter called "COUNTY" and TARGHEE HILL ESTATES COMMUNITY MASTER ASSOCIATION, INC., an~~d~~ Idaho non-profit corporation, hereinafter called "HOA," whose mailing address is 5183 E 21ST S AMMON ID 83401.

WITNESSETH:

WHEREAS, Targhee Hill Estates is an existing subdivision in Teton County, Idaho with 102 existing lots of record (hereafter referred to as the Subdivision or Targhee Hill Estates) more particularly described on the Final Plat, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof;

WHEREAS, neither the developer of the Subdivision (Targhee Hill Estates, LLC) nor the County (through the financial guarantee provided by the developer) completed certain infrastructure and improvements within the Subdivision;

WHEREAS, ~~Targhee Hill Estates Community Master Association, Inc. ("~~the HOA~~")~~ would like to have the benefit of roads, water, utilities and other necessary infrastructure within the Subdivision;

WHEREAS, the HOA intends to install a water system, including a well, well house, well pump controls, appurtenances and distribution system approved by the Idaho Department of Environmental Quality (IDEQ), to be connected and conveyed to Driggs City water system, and has a public sewer system which is already installed for the use and benefit of all lots within the Subdivision as conveyed to the City of Driggs ~~City~~; and

WHEREAS, the HOA intends to construct street and utility improvements within the Subdivision that are consistent with the design specifications set forth by the County unless otherwise specified; however, HOA shall be solely responsible for all costs associated with such construction.

NOW, THEREFORE, ~~i~~despite there being no consideration for this agreement, ~~a consideration of the covenants and conditions set forth herein,~~ the parties agree as follows:

SECTION 1. Commencement of Construction & Conformance with Approved Plans. The HOA ~~may~~shall commence the construction of the remaining infrastructure and improvements (*i.e.*, the Construction, as hereafter defined in Section 3, below), within four ~~(4)~~ months from the Effective D~~d~~ate ~~of this Agreement~~. The final plat, street layout, densities and design concepts shown on the recorded Plat conform to the County Subdivision Ordinance in ~~a~~effect as of the date of plat approval. HOA ~~shall~~ may have ~~an one~~automatic 12-month extension beyond the four months to commence construction (and a corresponding extension to complete construction) by providing a letter in writing to the County, requesting such extension and stating the reasoning for the extension. The County ~~will~~ may not unreasonably ~~withhold~~ deny this request, and it will be ~~an internal administrative request~~matter of contract with no formal meetings required.

SECTION 2. Improvement Plans. HOA has filed a complete set of improvement plans, (hereafter referred to as the "Improvement Plans") showing all streets, storm drains, water and sewer lines, street signs, traffic control devices, barricades, utilities and other improvements contemplated within the Subdivision. These Improvements Plans are specifically referenced and, while they may not be attached hereto, they are specifically incorporated herein.

SECTION 3. Construction of Improvements. Unless otherwise agreed, the HOA will, at its expense, design and construct (a) the water system which is approved by IDEQ and approved by the City of Driggs for ownership including operation and maintenance~~,~~; (b) the road system, which will be built in accordance with the Improvement Plans and the design plans and specifications accepted by ~~Teton~~ the County~~,~~; (c) the utility power which was designed by Fall River Electric Company (FREC) and will be constructed in accordance with the design plans and specifications accepted by FREC~~,~~; and (d) the Teton Creek Trail, which ~~was~~shall be constructed in accordance with the Improvement Plans and the design plans and specifications accepted by Teton County (items (a) through (d) all together referred to herein as the "Construction"). Unless there is an approved extension, HOA shall complete the ~~Public Improvements~~Construction within ~~Twenty Four (~~24~~)~~ months~~,~~ of construction commencement pursuant to Section 1, above. HOA

shall provide a stamped letter from an engineer stating the roads and utilities have been built in accordance with the submitted Improvement Plans.

SECTION 4. Permits. HOA, or HOA's representative, shall obtain all right-of-way, excavation or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

SECTION 5. Inspection. HOA ~~will~~ shall retain a "Project Engineer", representing the HOA ~~of Targhee Hill Estates~~, to inspect and test the construction of all improvements within the Subdivision to ensure such improvements are constructed in accordance with this Agreement, and the Improvement Plans. HOA ~~will~~ shall not materially deviate from the Improvement Plans without the express written approval of the County Engineer, which approval shall not be unreasonably withheld.

SECTION 6. Corrected Improvement Plans. Prior to County approval of any improvements located within the Subdivision, HOA ~~will~~ must file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with the County Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all improvements within the Subdivision.

SECTION 7. Control during Development. Development activities for Targhee Hill Estates will be directed, administered, and inspected by the HOA's Project Engineer. In addition, HOA agrees to provide dust abatement during the installation of the infrastructure within the Subdivision.

SECTION 8. No Certificates of Occupancy Will Be Issued Until Public Improvements are Complete. HOA acknowledges that no certificates of occupancy will be issued until ~~public improvements are~~ Construction is complete and the County has approved the improvements located within the HOA. HOA acknowledges that fire protection, including roads, shall be operational before any building permits may be issued.

SECTION 9. Maintenance of Roadways Within the Subdivision. HOA, or its successors, shall be responsible for the maintenance and upkeep, up to County standards, of all

roadways located within the Subdivision. HOA understands and agrees that no maintenance or snow removal will be required by the County Road & Bridge Department. In the event the Subdivision is ever annexed into the City of Driggs, or any other service jurisdiction, said improvements may be dedicated to, and maintained by, said jurisdiction.

SECTION 10. Maintenance of Utility Improvements Within the Subdivision. HOA, or its successors, shall be responsible for the maintenance and upkeep, up to County standards, of all public improvements located within the Subdivision, except those improvements already adopted by the City. HOA understands and agrees that no maintenance will be required by the County. In the event the Subdivision is ever annexed into the City of Driggs, or any other service jurisdiction, said improvements may be dedicated to, and maintained by, said jurisdiction.

SECTION 11. Dedication & Maintenance of Open Space Improvements Within the Subdivision. HOA, or its successors, shall be responsible for the maintenance and upkeep of all open space and open space improvements located within the Subdivision. HOA understands and agrees that no maintenance will be required by the County

SECTION 12. Subdivision Entrance Sign and Street Signs. HOA has installed a Subdivision entrance sign and will install street signs prior to obtaining certificates of occupancy for dwellings within the Subdivision.

Section 13. The 2007 Development Agreement. The County has strongly indicated that it will not allow the HOA to install the infrastructure necessary for the lot owners to obtain building permits unless they fulfill a promise that was made and breached by the developer 17 years ago. Therefore, despite the statute of limitations having run well over a decade ago, and the HOA having no obligation to fulfill any promises made by the developer in 2007, the HOA agrees as follows: a) the HOA will cover 20% of the County's out of pocket costs to pave the portion of Stateline Road running from the southern boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road; b) this contribution is only valid for the section of Stateline Road from the southern boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road; and c) the HOA agrees to this contribution so long as the pavement installation is completed by the County within 24 months of the execution of this Agreement.

SECTION 143. Assignment. This Agreement may be assigned by either party, provided that both parties agree to such assignment by a prior writing executed by both parties.

SECTION 154. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County or in the United States District Court for the District of Idaho.

SECTION 165. Entire Agreement. This writing is evidence of the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

~~**SECTION 16. Effective Date.** This Agreement shall become effective upon its execution.~~

SECTION 1776. Force Majeure. Any period of time in which a party (the "Excused Party") must perform any obligation under this Agreement shall be extended by the period of time that a Force Majeure Event prevents such performance in whole or in material part or renders such performance so difficult or costly that such performance is commercially unreasonable, and the Excused Party shall not be liable for loss or damage incurred by the other party by reason of any delay in such performance during such period of extension. If the Force Majeure Event is of such a nature that the performance of the obligation will reasonably require an additional period of time following cessation of the Force Majeure Event, then the period of time in which the Excused Party must perform the obligation shall be further extended by such additional period of time, and the Excused Party shall not be liable for loss or damage incurred by the other party by reason of any delay in such performance during such additional period of time. For purposes of this section, a "Force Majeure Event" shall be any event or condition that 1) is not known to the Excused Party (as defined below), as of the date of this Agreement, to exist; 2) is not reasonably foreseeable as of such date; and 3) is not reasonably within the control of the Excused Party. Without limiting the foregoing, any of the following shall constitute a Force Majeure Event if the same meets the conditions expressed in the enumerated clauses of the preceding sentence: natural disaster, weather delays, fire, explosion, epidemic, war, riot, civil disturbance, strike, lockout, labor slowdown, acts of governmental authority, and shortage of energy or material.

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

(Signature page follows)

ATTEST:

By: _____
Kim Keeley
County Clerk

TETON COUNTY, ID

By: _____
Brad Wolfe
Chairman of the Commission

Targhee Hill Estates Community Master Association, Inc.

By:_____
President

STATE OF IDAHO)
) ss.
County of Teton)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public for Idaho, personally appeared Brad Wolfe, known to me to be the Chairman of the County Commission, the corporation that executed the foregoing document and acknowledge to me that he executed the same on behalf of Teton County.

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

_____
Notary Public for Idaho
Residing in Idaho
(SEAL) My Commission Expires:_____

STATE OF IDAHO)
) ss.
County of Teton)

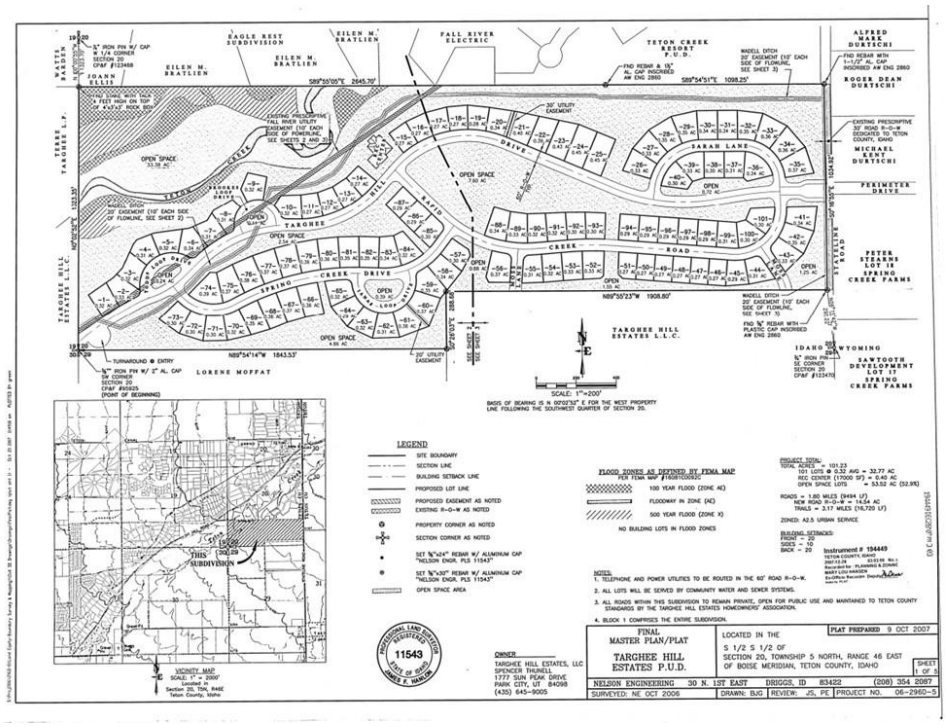
On this ___ day of _____, 2025, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the President of the Targhee Hill Estates Community Master Association, Inc., the corporation that executed the foregoing document and acknowledged to me that he executed the same on the corporation's behalf.

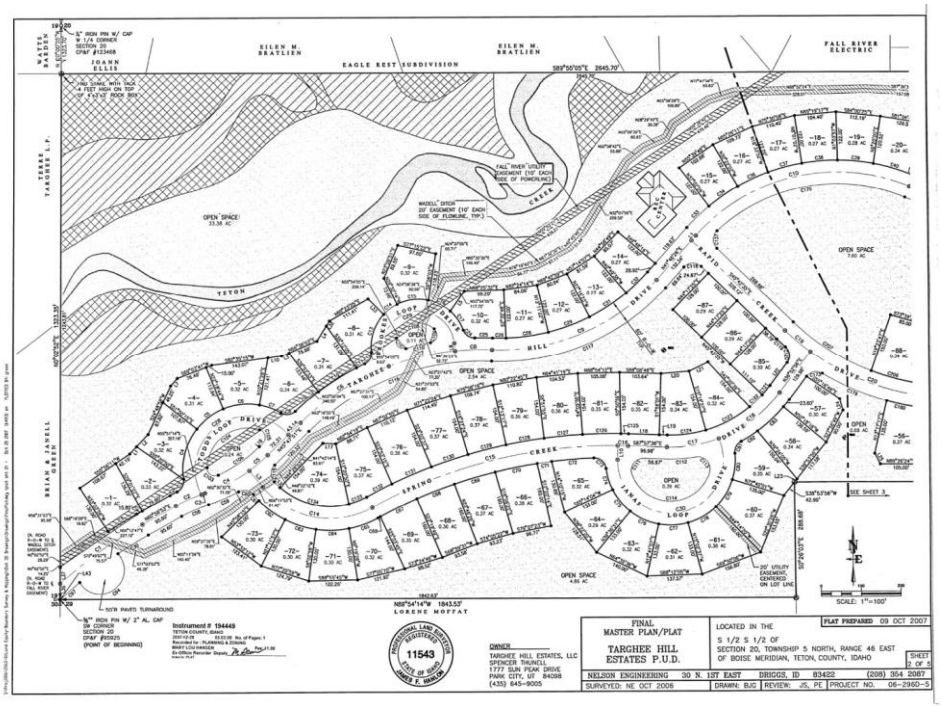
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

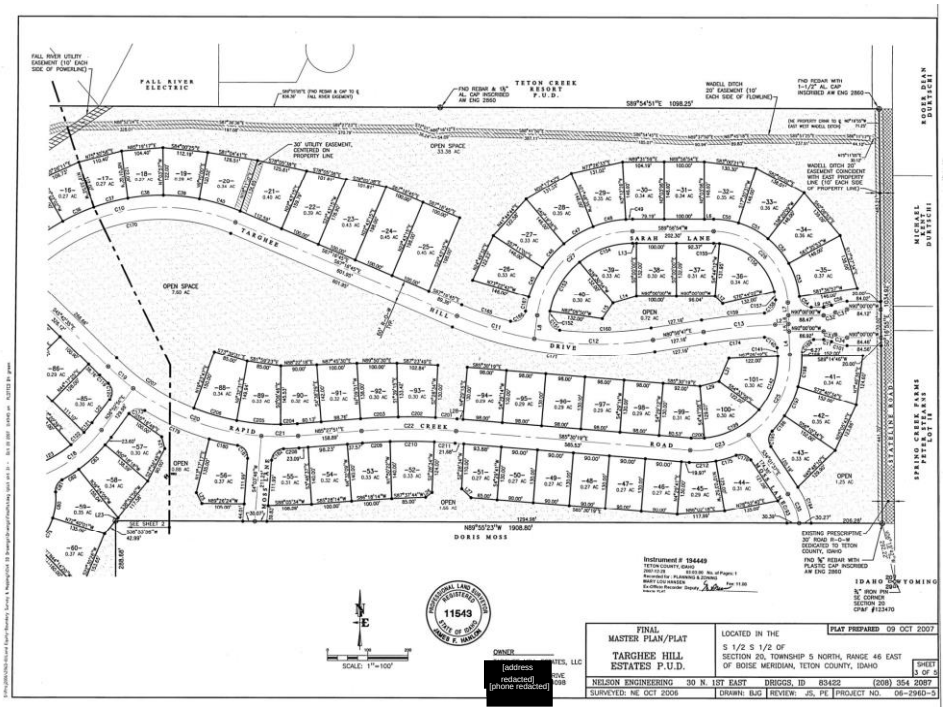
_____
Notary Public for Idaho
Residing in Idaho
(SEAL) My Commission Expires:_____

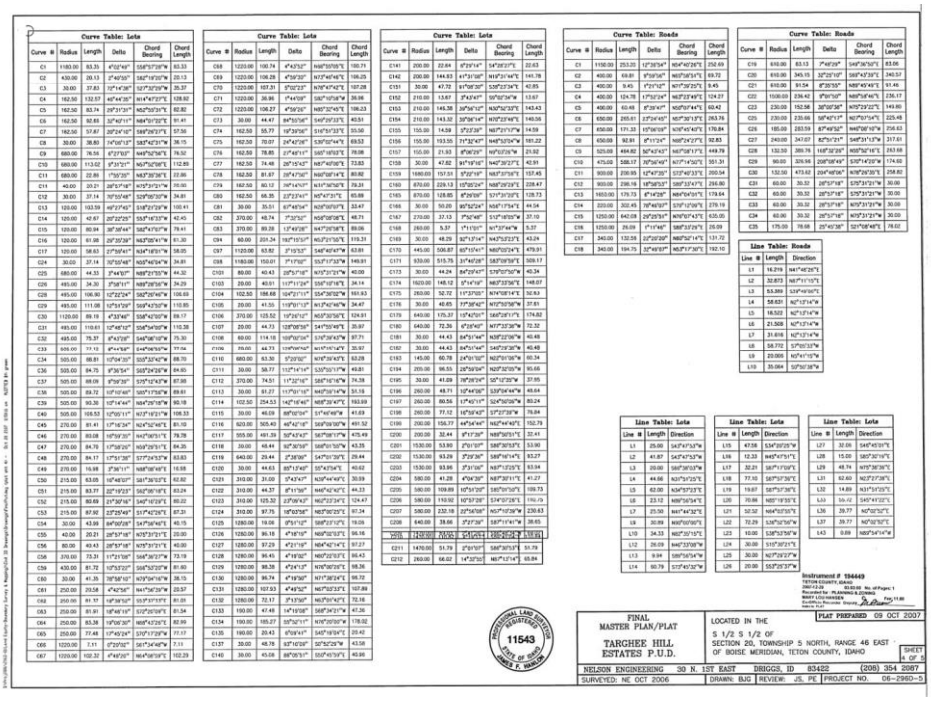
EXHIBIT "A"

APPROVED PLAT




EAGLE REST SUBDIVISION
EILEN M. BRATLIEN
FALL RIVER ELECTRIC
OPEN SPACE
33.38 AC
OPEN SPACE
7.65 AC
OPEN SPACE
2.34 AC
OPEN SPACE
4.85 AC
TARGHEE HILL DRIVE
SPRING CREEK DRIVE
SPRING CREEK LOOP
JAMES LOOP
SEE SHEET 3
SCALE: 1"=100'
FINAL
MASTER PLAN/PLAT
TARGHEE HILL
ESTATES P.U.D.
LOCATED IN THE
S 1/2 S 1/2 OF
SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST
OF BOISE MERIDIAN, TETON, COUNTY, IDAHO
PLAT PREPARED 09 OCT 2007
SHEET 2 OF 3
OWNER
TARGHEE HILL ESTATES, LLC
SPENCER THUNELL
1777 SUN PEAK DRIVE
PARK CITY, UT 84098
(435) 645-9005
NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087
SURVEYED: NE OCT 2006
DRAWN: BJG REVIEW: JS, PE PROJECT NO. 06-2960-5


FALL RIVER ELECTRIC
TETON CREEK RESORT P.U.D.
WADELL DITCH
ROGER DEAN DUSTSCHI
MICHAEL DUSTSCHI
SPRING CREEK RANCH SUB. LOT 19
TARGHEE
SARAH LANE
WILLOW CREEK DRIVE
RAPID CREEK ROAD
STAGELINE ROAD
OPEN SPACE
DORIS MOSS
EXISTING PRESCRIPTIVE 30' ROAD R-O-W DEDICATED TO TETON COUNTY, IDAHO
IDAHO WYOMING
SEE SHEET 2
Instrument # 194449
TETON COUNTY, IDAHO
SCALE: 1"=100'
OWNER
[address redacted]
[phone redacted]
FINAL MASTER PLAN/PLAT
TARGHEE HILL ESTATES P.U.D.
LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO
PLAT PREPARED 09 OCT 2007
SHEET 3 OF 5
NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087
SURVEYED ME OCT 2006 DRAWN: BJC REVIEW: JS, PE PROJECT NO. 06-296D-S



Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1180.00	83.35	4°02'46"	S56°51'23"W	83.33
C2	430.00	20.13	2°40'53"	S55°16'20"W	20.13
C3	30.00	37.83	72°14'38"	S27°32'29"W	35.37
C4	162.50	132.57	46°44'39"	N14°47'23"E	128.92
C5	162.50	83.74	29°31'20"	N52°09'33"E	82.82
C6	162.50	52.83	18°37'11"	N86°51'33"E	51.47
C7	162.50	57.87	20°24'48"	S89°09'23"E	57.56
C8	30.00	38.83	74°08'13"	S36°42'23"W	36.15
C9	660.00	76.56	6°38'53"	N45°54'56"E	76.52
C10	660.00	113.02	9°48'32"	N51°38'09"E	112.88
C11	660.00	22.86	1°59'05"	N63°39'38"E	22.86
C11	40.00	20.21	28°57'18"	N75°21'31"W	20.00
C12	30.00	37.14	70°55'48"	S29°09'33"W	34.81
C13	120.00	102.59	49°27'43"	S18°23'29"W	100.41
C14	120.00	42.67	20°22'53"	S53°14'33"W	42.45
C15	120.00	80.94	38°38'44"	S82°47'51"W	79.41
C16	120.00	61.98	29°35'38"	N62°26'41"W	61.30
C17	120.00	58.63	27°59'41"	N34°14'51"W	58.05
C24	30.00	37.14	70°55'48"	N20°46'04"W	34.81
C25	660.00	44.33	3°50'51"	N85°31'32"W	44.32
C26	495.00	34.30	3°58'11"	N89°28'56"W	34.29
C28	495.00	106.90	12°22'24"	S82°26'46"W	106.69
C29	495.00	111.08	12°51'39"	S69°43'50"W	110.85
C30	1120.00	69.19	4°14'56"	S66°43'30"W	69.17
C31	495.00	110.61	12°48'12"	S56°54'52"W	110.38
C32	495.00	75.37	8°43'39"	S48°08'02"W	75.30
C33	605.00	77.12	7°18'09"	S46°06'56"W	77.06
C34	505.00	68.81	12°04'20"	S52°52'42"W	68.70
C36	505.00	84.75	9°36'54"	S62°34'26"W	84.65
C37	505.00	88.09	9°59'29"	S72°52'43"W	87.98
C38	505.00	89.72	10°10'46"	S83°11'53"W	89.61
C39	505.00	90.26	10°14'44"	N84°20'28"W	90.16
C40	505.00	108.53	12°18'31"	N72°18'31"W	108.33
C45	270.00	91.41	17°16'24"	N24°52'46"E	91.10
C46	270.00	83.08	16°59'20"	N42°05'31"E	78.78
C47	270.00	84.78	17°59'20"	N59°31'51"E	84.35
C48	270.00	84.17	17°51'36"	S77°24'33"W	83.83
C49	270.00	16.88	3°34'11"	N85°58'49"E	16.88
C50	215.00	53.05	14°08'07"	S81°39'03"E	52.92
C51	215.00	83.77	22°19'23"	S62°08'18"E	83.24
C52	215.00	80.69	21°30'16"	S40°16'23"E	80.22
C53	215.00	87.92	23°25'44"	S17°44'25"E	87.31
C54	30.00	43.99	84°00'28"	S41°56'46"E	40.15
C55	40.00	20.21	28°57'18"	N75°21'31"E	20.00
C56	80.00	40.43	28°57'18"	N75°21'31"E	40.00
C58	370.00	72.31	11°12'00"	S66°36'27"W	72.19
C59	430.00	81.72	10°53'07"	S66°53'57"W	81.60
C60	30.00	41.35	78°56'10"	N79°04'16"W	38.15
C61	250.00	23.58	4°40'56"	N41°56'28"W	23.57
C62	250.00	81.17	18°36'10"	S53°51'15"E	81.01
C63	250.00	81.91	18°46'10"	S72°26'05"E	81.54
C64	250.00	83.38	19°06'30"	N89°43'23"E	82.99
C65	250.00	77.48	17°45'24"	S72°13'29"W	77.17
C66	1220.00	7.11	0°20'02"	S61°34'46"W	7.11
C67	1220.00	102.32	4°48'20"	N64°08'39"E	102.29

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C68	1220.00	100.74	4°43'52"	N68°50'55"E	100.71
C69	1220.00	106.26	4°59'30"	N73°46'46"E	106.23
C70	1220.00	107.31	5°02'23"	N78°47'42"E	107.28
C71	1220.00	36.96	1°44'09"	S80°10'08"W	36.96
C72	1220.00	106.27	4°59'26"	N85°32'49"E	106.23
C73	30.00	44.47	84°55'56"	S60°39'23"E	40.51
C74	162.50	55.77	19°39'56"	S10°59'33"E	55.50
C75	162.50	70.07	24°42'26"	S35°02'44"E	69.52
C76	162.50	78.85	27°48'11"	S65°16'53"E	78.08
C77	162.50	74.48	26°15'43"	N85°40'09"E	73.83
C78	162.50	81.97	28°54'50"	N56°58'14"E	80.82
C79	162.50	80.12	28°14'07"	N31°36'58"E	79.31
C80	162.50	66.35	23°23'41"	N5°47'31"E	65.89
C81	30.00	35.51	67°46'54"	N25°09'01"E	33.47
C82	370.00	48.74	7°32'52"	N59°28'08"E	48.71
C83	370.00	89.28	13°49'28"	N47°20'58"E	89.06
C84	60.00	201.24	192°15'01"	N63°21'55"E	119.31
C97	1120.00	63.82	3°15'53"	S48°40'47"W	63.81
C98	1180.00	150.01	7°17'02"	S53°17'33"W	149.91
C101	80.00	40.43	28°57'18"	N75°21'31"W	40.00
C103	20.00	40.01	114°37'24"	S56°10'18"E	34.14
C104	102.50	186.68	104°21'11"	S54°36'02"W	161.83
C105	20.00	41.55	119°01'13"	N13°42'46"W	34.47
C106	270.00	123.52	13°05'17"	N53°35'06"E	124.91
C107	20.00	44.73	128°09'28"	S41°55'46"E	35.97
C108	60.00	114.18	109°02'34"	S76°39'43"W	97.71
C109	20.00	44.73	128°09'28"	N13°13'42"W	35.97
C110	680.00	63.30	5°20'00"	N78°16'43"E	63.28
C111	30.00	38.77	110°41'14"	S35°03'17"W	49.81
C112	270.00	74.51	11°48'16"	S85°16'16"W	74.28
C113	30.00	51.27	117°31'15"	N45°39'14"W	51.16
C114	102.50	254.53	142°16'46"	N68°26'47"E	193.69
C115	30.00	46.09	88°00'56"	S71°46'46"W	41.69
C116	620.00	505.40	46°42'18"	S69°09'09"W	491.52
C117	555.00	491.39	50°43'43"	S67°08'17"W	475.49
C118	30.00	46.44	88°39'59"	S68°01'50"W	42.35
C119	640.00	25.44	2°16'36"	S47°01'29"E	25.44
C120	30.00	44.63	85°13'49"	S5°43'54"E	40.62
C121	310.00	31.09	5°44'47"	N38°44'44"E	30.99
C122	310.00	44.37	8°11'56"	N46°42'42"E	44.33
C123	310.00	125.32	23°09'43"	N60°23'24"E	124.47
C124	310.00	97.75	18°04'06"	N82°36'22"E	97.34
C125	1280.00	19.06	0°51'12"	S88°23'12"E	19.06
C126	1280.00	99.18	4°26'10"	N89°52'53"E	99.16
C127	1280.00	97.29	4°21'16"	N84°42'14"E	97.27
C128	1280.00	99.45	4°19'52"	N80°22'03"E	99.43
C129	1280.00	98.38	4°24'13"	N76°00'32"E	98.36
C130	1280.00	96.74	4°19'50"	N71°38'24"E	96.72
C131	1280.00	107.53	4°48'52"	N67°02'33"E	107.49
C132	1280.00	72.17	3°13'50"	N63°09'43"E	72.16
C133	100.00	47.48	14°19'08"	S68°34'31"W	47.35
C134	100.00	165.27	105°42'11"	N76°20'00"W	178.02
C135	160.00	20.43	6°58'41"	S45°19'04"E	20.42
C137	30.00	48.78	93°10'26"	S0°52'26"W	43.58
C140	30.00	45.08	86°05'51"	S55°45'59"E	40.96

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C141	200.00	22.64	6°29'14"	S41°32'27"E	22.63
C142	200.00	144.83	41°29'38"	S61°31'14"E	141.78
C151	30.00	47.72	91°06'39"	S39°53'34"E	42.85
C152	210.00	13.67	3°43'47"	S0°06'39"W	13.67
C153	210.00	145.38	39°39'12"	S24°56'33"E	142.43
C154	210.00	143.32	39°06'14"	N19°13'16"E	140.56
C155	155.00	14.59	5°23'33"	N67°21'17"W	14.59
C156	155.00	153.55	71°32'47"	N48°53'06"W	161.22
C157	155.00	21.93	8°06'26"	N0°03'26"W	21.92
C158	30.00	47.62	91°18'14"	N46°39'23"E	42.91
C159	1680.00	157.51	5°22'19"	N85°37'05"E	157.45
C160	870.00	229.13	15°05'24"	N68°09'23"E	228.47
C165	870.00	128.85	8°29'09"	S71°31'33"E	128.73
C166	30.00	50.09	95°42'24"	N56°11'54"E	44.54
C167	210.00	27.13	7°24'06"	S12°48'06"W	27.10
C168	260.00	5.37	1°11'01"	N1°21'44"W	5.37
C169	30.00	48.29	92°13'14"	N43°53'23"E	43.24
C170	445.00	506.87	65°15'41"	N65°05'24"E	479.91
C171	930.00	515.75	31°46'28"	S67°59'59"E	509.17
C173	30.00	44.24	84°29'47"	S75°00'50"W	40.34
C174	1620.00	148.12	5°14'19"	N63°33'36"E	148.07
C175	260.00	52.72	11°37'05"	N74°08'14"E	52.63
C176	30.00	40.65	77°38'40"	N12°50'38"W	37.61
C179	640.00	175.37	15°42'01"	S46°28'41"E	174.82
C180	640.00	72.35	6°28'40"	N37°22'26"W	72.32
C181	30.00	44.43	84°51'44"	N39°22'06"W	40.48
C182	30.00	44.43	84°51'44"	S45°29'38"W	40.48
C183	145.00	60.78	24°01'32"	N62°30'08"W	60.34
C184	205.00	95.55	26°42'04"	N63°26'05"W	95.66
C185	30.00	41.09	78°28'26"	S0°12'25"W	37.95
C186	260.00	48.71	10°44'09"	S39°04'44"W	48.64
C187	260.00	80.56	17°45'11"	S24°59'05"W	80.24
C188	260.00	77.12	16°59'43"	S7°37'39"W	76.84
C189	200.00	156.77	44°54'44"	N62°44'49"E	152.78
C200	200.00	32.44	9°17'39"	N69°30'51"E	32.41
C201	1530.00	53.90	2°01'07"	S86°30'53"E	53.90
C202	1530.00	93.09	3°29'36"	S88°16'14"E	93.27
C203	1530.00	93.86	3°31'00"	N91°12'23"E	93.84
C204	580.00	41.28	4°04'39"	N87°38'11"E	41.27
C205	580.00	109.89	10°51'20"	S85°09'39"E	109.73
C206	580.00	110.92	10°57'28"	S74°03'28"E	110.79
C207	580.00	232.16	22°56'09"	N67°40'39"W	230.63
C208	640.00	28.66	2°33'29"	S87°11'41"W	28.65
C209	1470.00	51.79	2°01'07"	S86°30'53"E	51.79
C212	260.00	66.02	14°32'55"	N67°12'14"E	65.84

Curve Table: Roads

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1150.00	253.20	12°36'54"	N54°46'28"E	252.69
C2	400.00	69.81	9°59'56"	N63°08'31"E	69.72
C3	400.00	9.45	1°21'02"	N57°28'25"E	9.45
C4	400.00	124.76	17°52'24"	N62°23'49"E	124.27
C5	400.00	63.46	9°05'47"	N53°05'14"E	63.42
C6	650.00	255.61	22°32'40"	N57°39'13"E	253.76
C7	650.00	171.32	15°06'09"	N76°45'45"E	170.84
C8	650.00	92.91	8°11'24"	N68°24'23"E	92.83
C9	525.00	494.82	53°58'43"	N67°08'17"E	449.79
C10	475.00	535.17	32°14'40"	N17°14'50"E	551.31
C11	900.00	230.55	12°47'25"	S73°40'33"E	260.54
C12	900.00	298.19	18°58'23"	S86°33'47"E	296.80
C13	1650.00	179.73	6°14'26"	N89°04'35"E	179.64
C14	220.00	302.45	78°46'02"	S70°10'09"E	279.19
C15	1250.00	642.28	29°26'37"	N76°50'41"E	635.50
C16	1250.00	26.09	1°11'46"	S88°23'29"E	26.09
C17	340.00	132.58	22°20'20"	N82°52'14"E	131.72
C18	340.00	194.75	32°48'07"	N62°17'36"E	192.10

Curve Table: Roads

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C19	610.00	83.13	7°48'28"	S44°38'34"E	83.06
C20	610.00	345.15	32°25'10"	S65°43'39"E	340.57
C21	610.00	91.54	8°35'55"	N85°45'48"E	91.46
C22	1500.00	236.42	9°01'52"	N85°38'46"E	236.17
C23	230.00	152.58	38°00'26"	N75°23'22"E	149.80
C25	230.00	230.66	58°41'17"	N27°01'04"E	220.48
C26	185.00	283.59	87°46'52"	N46°06'10"W	256.63
C27	240.00	247.07	82°01'21"	S46°31'13"W	217.51
C28	132.50	280.76	116°32'26"	N55°56'16"E	263.68
C29	90.00	205.96	235°08'44"	S70°14'20"W	174.60
C30	132.50	473.62	204°46'06"	N78°26'30"E	258.80
C31	60.00	30.32	28°57'18"	S75°21'31"W	30.00
C32	60.00	30.32	28°57'18"	S75°21'31"W	30.00
C33	60.00	30.32	28°57'18"	N75°21'31"W	30.00
C34	60.00	30.32	28°57'18"	N75°21'31"W	30.00
C35	175.00	78.68	25°45'36"	S21°08'48"E	78.02

Line Table: Roads

Line #	Length	Direction
L1	16.219	N41°46'26"E
L2	32.873	N87°11'10"E
L3	53.269	S39°49'50"E
L4	58.631	N2°12'14"W
L5	16.522	N2°12'14"W
L6	21.508	N2°12'14"W
L7	31.616	N2°12'14"W
L8	58.772	S7°00'33"W
L9	20.005	N0°41'10"W
L10	35.064	S0°50'38"W

Line Table: Lots

Line #	Length	Direction
L1	25.00	S47°41'53"W
L2	41.87	S42°54'53"W
L3	20.00	S66°36'03"W
L4	44.66	N33°51'25"E
L5	62.00	N34°53'23"E
L6	23.12	N89°56'14"E
L7	25.56	N41°44'32"E
L8	30.89	N90°00'00"E
L10	34.33	N60°35'15"E
L12	26.09	N40°33'08"W
L13	9.94	S85°56'14"W
L14	60.79	S12°45'32"W

Line Table: Lots

Line #	Length	Direction
L15	47.58	S34°20'25"W
L16	42.33	N42°47'51"E
L17	32.21	S87°11'09"E
L18	77.10	S87°37'26"E
L19	19.67	S87°37'26"E
L20	70.86	N87°19'35"E
L21	32.52	N64°53'15"E
L22	72.29	S38°52'56"W
L23	10.00	S38°52'56"W
L24	30.00	S11°38'21"E
L25	30.00	N27°39'27"W
L26	20.00	S53°20'33"W

Line Table: Lots

Line #	Length	Direction
L27	32.05	S46°45'01"E
L28	15.00	S85°32'16"E
L29	48.74	N75°36'26"E
L31	82.60	N0°27'38"E
L32	14.89	N31°51'25"E
L33	54.12	S45°41'22"E
L36	39.77	N0°32'52"E
L37	39.77	N0°32'52"E
L43	0.89	N85°54'14"W

Instrument # 194449
TETON COUNTY, IDAHO
03:02:00 No. of Pages: 1
2007-12-20
Requested By: PLANNING & ZONING
RICK LOCKHEDGE Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

PLAT PREPARED 09 OCT 2007

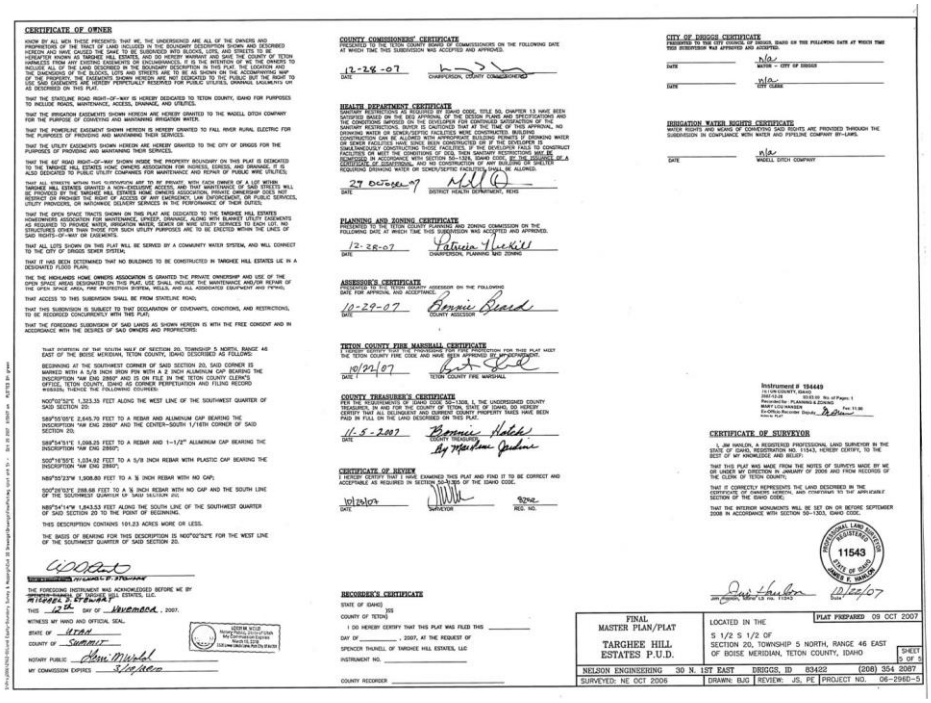
FINAL
MASTER PLAN/PLAT
TARGHEE HILL
ESTATES P.U.D.

LOCATED IN THE
S 1/2 S 1/2 OF
SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST
OF BOISE MERIDIAN, TETON COUNTY, IDAHO

SHEET 4 OF 5

NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087

SURVEYED: NE OCT 2006 DRAWN: BJC REVIEW: JS, PE PROJECT NO. 06-2960-5



CERTIFICATE OF OWNER

KNOW BY ALL MEN THESE PRESENTS, THAT WE, THE UNDERSIGNED ARE ALL OF THE OWNERS AND PROPRIETORS OF THE REAL PROPERTY SITUATED IN TETON COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS, AND STREETS TO BE HEREAFTER KNOWN AS TARGHEE HILL ESTATES, AND DO HEREBY WARRANT AND SAVE THE COUNTY OF TETON HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LANDS DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT, THE LOCATION AND WIDTH OF STREETS AND ALLEYS AS SHOWN ON THE ACCOMPANYING PLAT. EXCEPT AS SHOWN ON THE FACE OF THE PROPERTY, THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES, DRAINAGE EASEMENTS OR AS DESCRIBED ON THIS PLAT.

THAT THE STATELINE ROAD RIGHT-OF-WAY IS HEREBY DEDICATED TO TETON COUNTY, IDAHO FOR PURPOSES TO INCLUDE ROADS, MAINTENANCE, ACCESS, DRAINAGE, AND UTILITIES.

THAT THE IRRIGATION EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE WAGELL DITCH COMPANY FOR THE PURPOSE OF CONVEYING AND MAINTAINING IRRIGATION WATER.

THAT THE POWERLINE EASEMENT SHOWN HEREON IS HEREBY GRANTED TO FALL RIVER RURAL ELECTRIC FOR THE PURPOSES OF PROVIDING AND MAINTAINING THEIR SERVICES.

THAT THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF DRIGGS FOR THE PURPOSES OF PROVIDING AND MAINTAINING THEIR SERVICES.

THAT THE 66' ROAD RIGHT-OF-WAY SHOWN WITHIN THE PROPERTY BOUNDARY ON THIS PLAT IS DEDICATED TO THE TARGHEE HILL ESTATES HOME OWNERS ASSOCIATION FOR INGRESS, EGRESS, AND DRAINAGE. IT IS ALSO DEDICATED TO PUBLIC UTILITY COMPANIES FOR MAINTENANCE AND REPAIR OF PUBLIC WIRE UTILITIES.

THAT ALL STREETS WITHIN THIS SUBDIVISION ARE TO BE PRIVATE, WITH EACH OWNER OF A LOT WITHIN TARGHEE HILL ESTATES GRANTED A NON-EXCLUSIVE ACCESS, AND THAT MAINTENANCE OF SAID STREETS WILL BE PROVIDED BY THE TARGHEE HILL ESTATES HOME OWNERS ASSOCIATION. HOWEVER, NO RESPONSIBILITY FOR MAINTENANCE IS HEREBY IMPOSED UPON TETON COUNTY, IDAHO, OR PUBLIC SERVICES, UTILITY PROVIDERS, OR NATIONWIDE DELIVERY SERVICES IN THE PERFORMANCE OF THEIR DUTIES.

THAT THE OPEN SPACE TRACTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TARGHEE HILL ESTATES HOMEOWNERS ASSOCIATION FOR MAINTENANCE, UPKEEP, DRAINAGE, ALONG WITH BLANKET UTILITY EASEMENTS AS REQUIRED TO PROVIDE WATER, IRRIGATION WATER, SEWER OR WIRE UTILITY SERVICES TO EACH LOT. NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF SAID RIGHTS-OF-WAY OR EASEMENTS.

THAT ALL LOTS SHOWN ON THIS PLAT WILL BE SERVED BY A COMMUNITY WATER SYSTEM, AND WILL CONNECT TO THE CITY OF DRIGGS SEWER SYSTEM.

THAT IT HAS BEEN DETERMINED THAT NO BUILDINGS TO BE CONSTRUCTED IN TARGHEE HILL ESTATES LIE IN A DESIGNATED FLOOD PLAIN.

THE THE HIGHLANDS HOME OWNERS ASSOCIATION IS GRANTED THE PRIVATE OWNERSHIP AND USE OF THE OPEN SPACE AREAS. THIS GRANT OF USE AND OWNERSHIP SHALL INCLUDE THE MAINTENANCE AND/OR REPAIR OF THE OPEN SPACE AREA, FIRE PROTECTION SYSTEM, WELLS, AND ALL ASSOCIATED EQUIPMENT AND PIPING.

THAT ACCESS TO THIS SUBDIVISION SHALL BE FROM STATELINE ROAD;

THAT THIS SUBDIVISION IS SUBJECT TO THAT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, TO BE RECORDED CONCURRENTLY WITH THIS PLAT;

THAT THE FOREGOING SUBDIVISION OF SAID LANDS AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS.

THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF THE BOISE MERIDIAN, TETON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20, SAID CORNER IS MARKED WITH A 5/8 INCH IRON PIN WITH A 2 INCH ALUMINUM CAP BEARING THE INSCRIPTION "MW ENG 2860" AND IS ON FILE IN THE TETON COUNTY CLERK'S OFFICE, TETON COUNTY, IDAHO AS CORNER PERPETUATION AND FILING RECORD #180555, THENCE THE FOLLOWING COURSES:

N00°07'52"E 1,323.35 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

S89°55'05"E 2,645.70 FEET TO A REBAR AND ALUMINUM CAP BEARING THE INSCRIPTION "MW ENG 2860" AND THE CENTER-SOUTH 1/16TH CORNER OF SAID SECTION 20;

S89°54'51"E 1,098.25 FEET TO A REBAR AND 1-1/2" ALUMINUM CAP BEARING THE INSCRIPTION "MW ENG 2860";

S00°16'55"E 1,034.92 FEET TO A 5/8 INCH REBAR WITH PLASTIC CAP BEARING THE INSCRIPTION "MW ENG 2860";

N89°55'23"W 1,908.80 FEET TO A ¾ INCH REBAR WITH NO CAP;

S00°28'53"E 288.68 FEET TO A ¾ INCH REBAR WITH NO CAP AND THE SOUTH LINE OF THE SOUTHWEST QUARTER (¼ SAID SECTION 20);

N89°54'14"W 1,843.53 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 101.23 ACRES MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS N00°07'52"E FOR THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20.

[signature]
[illegible] OF DRIGGS, [illegible] ESTATES, LLC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL D. BRENNAN

THIS 28th DAY OF November, 2007.

WITNESS MY HAND AND OFFICIAL SEAL.

STATE OF Utah
COUNTY OF Summit

NOTARY PUBLIC: [signature]
MY COMMISSION EXPIRES: 5/9/2010

COUNTY COMMISSIONERS' CERTIFICATE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON THE FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS ACCEPTED AND APPROVED.

12-26-07
DATE

[signature]
CHAIRPERSON, COUNTY COMMISSIONERS

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED UPON REVIEW BY THE SOUTHEAST DISTRICT HEALTH DEPARTMENT OF THE PLAT APPLICATION, THE ENGINEER'S PLAT CERTIFICATION AND THE DEVELOPER'S PLAN. CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS, BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER AND SEWER/SEPTIC FACILITIES ARE CONSTRUCTED, OR IF THE DEVELOPER FILES A BOND WITH SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH IDAHO CODE 50-1326, BY THE DISTRICT HEALTH DEPARTMENT. PRIOR TO CONSTRUCTION OF ANY BUILDING, SEPTIC SYSTEM OR WATER SYSTEM APPROVAL OF PLANS AND SPECIFICATIONS BY DEQ IS REQUIRED. NO DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

29 October 07
DATE

[signature]
DISTRICT HEALTH DEPARTMENT, REHS

PLANNING AND ZONING CERTIFICATE

APPROVED BY THE TETON COUNTY PLANNING AND ZONING COMMISSION ON THE FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS ACCEPTED AND APPROVED.

12-28-07
DATE

Patricia Hackett
CHAIRPERSON, PLANNING AND ZONING

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

12-29-07
DATE

Bonnie Beard
COUNTY ASSESSOR

TETON COUNTY FIRE MARSHALL CERTIFICATE

THE FINAL PLAT APPLICATION AND ENGINEERING PLANS AND SPECIFICATIONS FOR THIS PLAT MUST BE APPROVED BY THE TETON COUNTY FIRE CODE AND HAVE BEEN APPROVED BY A SIGNATURE.

12/27/07
DATE

[signature]
TETON COUNTY FIRE MARSHALL

COUNTY TREASURER'S CERTIFICATE

PER THE REQUIREMENTS OF IDAHO CODE 31-1208, I, THE UNDERSIGNED COUNTY TREASURER, IN AND FOR THE COUNTY OF TETON, STATE OF IDAHO, DO HEREBY CERTIFY THAT ALL DELINQUENT AND CURRENT COUNTY PROPERTY TAXES HAVE BEEN PAID IN FULL ON THE LAND DESCRIBED ON THIS PLAT.

11-5-2007
DATE

Bonnie Halch
COUNTY TREASURER
By Marilou Gedney

CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED IN SECTION 50-1305 OF THE IDAHO CODE.

10/26/07
DATE

[signature]
SURVEYOR

9296
REG. NO.

RECORDER'S CERTIFICATE

STATE OF IDAHO)
) SS
COUNTY OF TETON)

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS _____
DAY OF _____, 2007, AT THE REQUEST OF
SPENCER THUNELL OF TARGHEE HILL ESTATES, LLC
INSTRUMENT NO. _____

COUNTY RECORDER _____

CITY OF DRIGGS CERTIFICATE

PRESENTED TO THE CITY COUNCIL OF DRIGGS, IDAHO ON THIS FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

n/a
DATE

n/a
MAYOR - CITY OF DRIGGS

n/a
DATE

n/a
CITY CLERK

IRRIGATION WATER RIGHTS CERTIFICATE

WATER RIGHTS AND MEANS OF CONVEYING SAID RIGHTS ARE PROVIDED THROUGH THE SUBDIVISION IN COMPLIANCE WITH WATER AND PIPELINE COMPANY BY-LAWS.

n/a
DATE

n/a
WAGELL DITCH COMPANY

Instrument # 184449
TETON COUNTY, IDAHO
11-13-2007 No. of Pages: 1
Recorded for: PLANNING & ENGINEERING
MARY LOU HANSEN
Ex-Officio Recorder Deputy
Fee: 11.00

CERTIFICATE OF SURVEYOR

I, JIM HAMILTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, IN ACCORDANCE WITH IDAHO CODE 54-1345, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

THAT THIS PLAT WAS MADE FROM THE NOTES OF SURVEYS MADE BY ME OR UNDER MY DIRECTION IN JANUARY OF 2006 AND FROM RECORDS OF THE CLERK OF TETON COUNTY;

THAT IT CORRECTLY REPRESENTS THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HEREON, AND CONFORMS TO THE APPLICABLE SECTION OF THE IDAHO CODE;

THAT THE INTERIOR MONUMENTS WILL BE SET ON OR BEFORE SEPTEMBER 2008 IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE.

PROFESSIONAL LAND SURVEYOR REGISTERED 11543 STATE OF IDAHO JAMES E. HAMILTON

[signature]
JIM HAMILTON, NELSON ENG. 11543

10/26/07
Date

FINAL MASTER PLAN/PLAT TARGHEE HILL ESTATES P.U.D.	LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO	PLAT PREPARED 09 OCT 2007 SHEET 5 OF 5
NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087		
SURVEYED: NE OCT 2006	DRAWN: BJC REVIEW: JS, PE PROJECT NO. 06-29RD-5	

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT ("Agreement"), made this ___ day of _____, 2025 (the "Effective Date"), by and between TETON COUNTY IDAHO, a political subdivision of the State of Idaho, hereinafter called "COUNTY" and TARGHEE HILL ESTATES COMMUNITY MASTER ASSOCIATION, INC., an Idaho non-profit corporation, hereinafter called "HOA," whose mailing address is 5183 E 21ST S AMMON ID 83401.

WITNESSETH:

WHEREAS, Targhee Hill Estates is an existing subdivision in Teton County, Idaho with 102 existing lots of record (hereafter referred to as the Subdivision or Targhee Hill Estates) more particularly described on the Final Plat, recorded in the records of Teton County, Idaho, on December 28, 2007, as Instrument #194449, a reduced-size copy of which is attached hereto as Exhibit "A" and which Final Plat is by this reference made a part hereof;

WHEREAS, neither the developer of the Subdivision (Targhee Hill Estates, LLC) nor the County (through the financial guarantee provided by the developer) completed certain infrastructure and improvements within the Subdivision as the developer was required to do pursuant to a Development Agreement it executed with the County in 2007;

WHEREAS, the HOA would like to have the benefit of roads, water, utilities and other necessary infrastructure within the Subdivision;

WHEREAS, the County is requiring the HOA to install certain infrastructure in order to obtain building permits and the HOA desires to work with the County to install other infrastructure to increase the utility, value, and marketability of the lots in the Subdivision;

WHEREAS, the HOA intends to install a water system, including a well, well house, well pump controls, appurtenances and distribution system approved by the Idaho Department of Environmental Quality (IDEQ), to be connected and conveyed to Driggs City water system, and has a public sewer system which is already installed for the use and benefit of all lots within the Subdivision as conveyed to the City of Driggs; and

WHEREAS, the HOA intends to construct street and utility improvements within the Subdivision that are consistent with the design specifications set forth by the County unless otherwise specified; however, HOA shall be solely responsible for all costs associated with such construction.

NOW, THEREFORE, ~~despite there being no consideration for this agreement~~ in consideration of the covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. Commencement of Construction & Conformance with Approved Plans. The HOA shall commence the construction of the remaining infrastructure and improvements (*i.e.*, the Construction, as hereafter defined in Section 3, below), within four months from the Effective Date. The final plat, street layout, densities and design concepts shown on the recorded Plat conform to the County Subdivision Ordinance in effect as of the date of plat approval. HOA may have one 12-month extension beyond the four months to commence construction (and a corresponding extension to complete construction) by providing a letter in writing to the County, requesting such extension and stating the reasoning for the extension. The County may not unreasonably deny this request, and it will be matter of contract with no formal meetings required.

SECTION 2. Improvement Plans. HOA has filed a complete set of improvement plans, (hereafter referred to as the "Improvement Plans") showing all streets, storm drains, water and sewer lines, street signs, traffic control devices, barricades, utilities and other improvements contemplated within the Subdivision. These Improvements Plans are specifically referenced and, while they may not be attached hereto, they are specifically incorporated herein.

SECTION 3. Construction of Improvements. Unless otherwise agreed, the HOA will, at its expense, design and construct (a) the water system which is approved by IDEQ and approved by the City of Driggs for ownership including operation and maintenance; (b) the road system, which will be built in accordance with the Improvement Plans and the design plans and specifications accepted by the County; (c) the utility power which was designed by Fall River Electric Company (FREC) and will be constructed in accordance with the design plans and specifications accepted by FREC; and (d) the Teton Creek Trail, which shall be constructed in accordance with the Improvement Plans and the design plans and specifications accepted by Teton

County (items (a) through (d) all together referred to herein as the "Construction"). Unless there is an approved extension, HOA shall complete the Construction within 24 months of construction commencement pursuant to Section 1, above. HOA shall provide a stamped letter from an engineer stating the roads and utilities have been built in accordance with the submitted Improvement Plans.

SECTION 4. Permits. HOA, or HOA's representative, shall obtain all right-of-way, excavation or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

SECTION 5. Inspection. HOA shall retain a "Project Engineer", representing the HOA, to inspect and test the construction of all improvements within the Subdivision to ensure such improvements are constructed in accordance with this Agreement, and the Improvement Plans. HOA shall not materially deviate from the Improvement Plans without the express written approval of the County Engineer, which approval shall not be unreasonably withheld.

SECTION 6. Corrected Improvement Plans. Prior to County approval of any improvements located within the Subdivision, HOA must file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with the County Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all improvements within the Subdivision.

SECTION 7. Control during Development. Development activities for Targhee Hill Estates will be directed, administered, and inspected by the HOA's Project Engineer. In addition, HOA agrees to provide dust abatement during the installation of the infrastructure within the Subdivision.

SECTION 8. No Certificates of Occupancy Will Be Issued Until Public Improvements are Complete. HOA acknowledges that no certificates of occupancy will be issued until Construction is complete and the County has approved the improvements located within the HOA. HOA acknowledges that fire protection, including roads, shall be operational before any building permits may be issued.

SECTION 9. Maintenance of Roadways Within the Subdivision. HOA, or its successors, shall be responsible for the maintenance and upkeep, up to County standards, of all roadways located within the Subdivision. HOA understands and agrees that no maintenance or snow removal will be required by the County Road & Bridge Department. In the event the Subdivision is ever annexed into the City of Driggs, or any other service jurisdiction, said improvements may be dedicated to, and maintained by, said jurisdiction.

SECTION 10. Maintenance of Utility Improvements Within the Subdivision. HOA, or its successors, shall be responsible for the maintenance and upkeep, up to County standards, of all public improvements located within the Subdivision, except those improvements already adopted by the City. HOA understands and agrees that no maintenance will be required by the County. In the event the Subdivision is ever annexed into the City of Driggs, or any other service jurisdiction, said improvements may be dedicated to, and maintained by, said jurisdiction.

SECTION 11. Dedication & Maintenance of Open Space Improvements Within the Subdivision. HOA, or its successors, shall be responsible for the maintenance and upkeep of all open space and open space improvements located within the Subdivision. HOA understands and agrees that no maintenance will be required by the County

SECTION 12. Subdivision Entrance Sign and Street Signs. HOA has installed a Subdivision entrance sign and will install street signs prior to obtaining certificates of occupancy for dwellings within the Subdivision.

~~**Section** **SECTION 13.** **The 2007 Development Agreement**~~**Paving Stateline Road.** ~~The County has strongly indicated that it will not allow the HOA to install the infrastructure necessary for the lot owners to obtain building permits unless they fulfill a promise that was made and breached by the developer 17 years ago. Therefore, despite the statute of limitations having run well over a decade ago, and the HOA having no obligation to fulfill any promises made by the developer in 2007, the HOA agrees as follows: a) the~~ The County shall complete the paving and related necessary construction work to pave the portion of Stateline Road running from the southern boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road (the "Paving") within 60 months of the Effective Date. After the Paving is completed,

the HOA ~~will serve~~ shall, within 90 days of receiving an itemized invoice showing the total amount the County paid for the Paving, reimburse the County for ~~2~~50% of the County's out of pocket costs to complete the Paving (the "Paving Payment") ~~pave the portion of Stateline Road running from the southern boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road; b) this contribution is only valid for the section of Stateline Road from the southern boundary of the Subdivision to the existing Stateline Road pavement just south of Ski Hill Road; and c) the HOA agrees to this contribution so long as the pavement installation is completed by the County within 24 months of the execution of this Agreement..~~

SECTION 14. Assignment. This Agreement may be assigned by either party, provided that both parties agree to such assignment by a prior writing executed by both parties.

SECTION 15. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County or in the United States District Court for the District of Idaho.

SECTION 16. Entire Agreement. This writing is evidence of the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

SECTION 17. Force Majeure. Any period of time in which a party (the "Excused Party") must perform any obligation under this Agreement shall be extended by the period of time that a Force Majeure Event prevents such performance in whole or in material part or renders such performance so difficult or costly that such performance is commercially unreasonable, and the Excused Party shall not be liable for loss or damage incurred by the other party by reason of any delay in such performance during such period of extension. If the Force Majeure Event is of such a nature that the performance of the obligation will reasonably require an additional period of time following cessation of the Force Majeure Event, then the period of time in which the Excused Party must perform the obligation shall be further extended by such additional period of time, and the Excused Party shall not be liable for loss or damage incurred by the other party by reason of any delay in such performance during such additional period of time. For purposes of this section, a

"Force Majeure Event" shall be any event or condition that 1) is not known to the Excused Party (as defined below), as of the date of this Agreement, to exist; 2) is not reasonably foreseeable as of such date; and 3) is not reasonably within the control of the Excused Party. Without limiting the foregoing, any of the following shall constitute a Force Majeure Event if the same meets the conditions expressed in the enumerated clauses of the preceding sentence: natural disaster, weather delays, fire, explosion, epidemic, war, riot, civil disturbance, strike, lockout, labor slowdown, acts of governmental authority, and shortage of energy or material.

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

~~(Signature page follows)~~

ATTEST: TETON COUNTY, IDAHO

By: _____ By: _____
Kim Keeley Brad Wolfe
County Clerk Chairman of the Board of County Commissioners

Targhee Hill Estates Community Master Association, Inc.

By:_____
President

STATE OF IDAHO)
) ss.
County of Teton)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public for Idaho, personally appeared Brad Wolfe, known to me to be the Chairman of the Board of County Commissioners, the political subdivision of the State of Idaho ~~corporation~~ that executed the foregoing document and acknowledge to me that he executed the same on behalf of Teton County, Idaho.

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

_____
Notary Public for Idaho
Residing in Idaho
(SEAL) My Commission Expires:_____

STATE OF IDAHO)
) ss.
County of Teton)

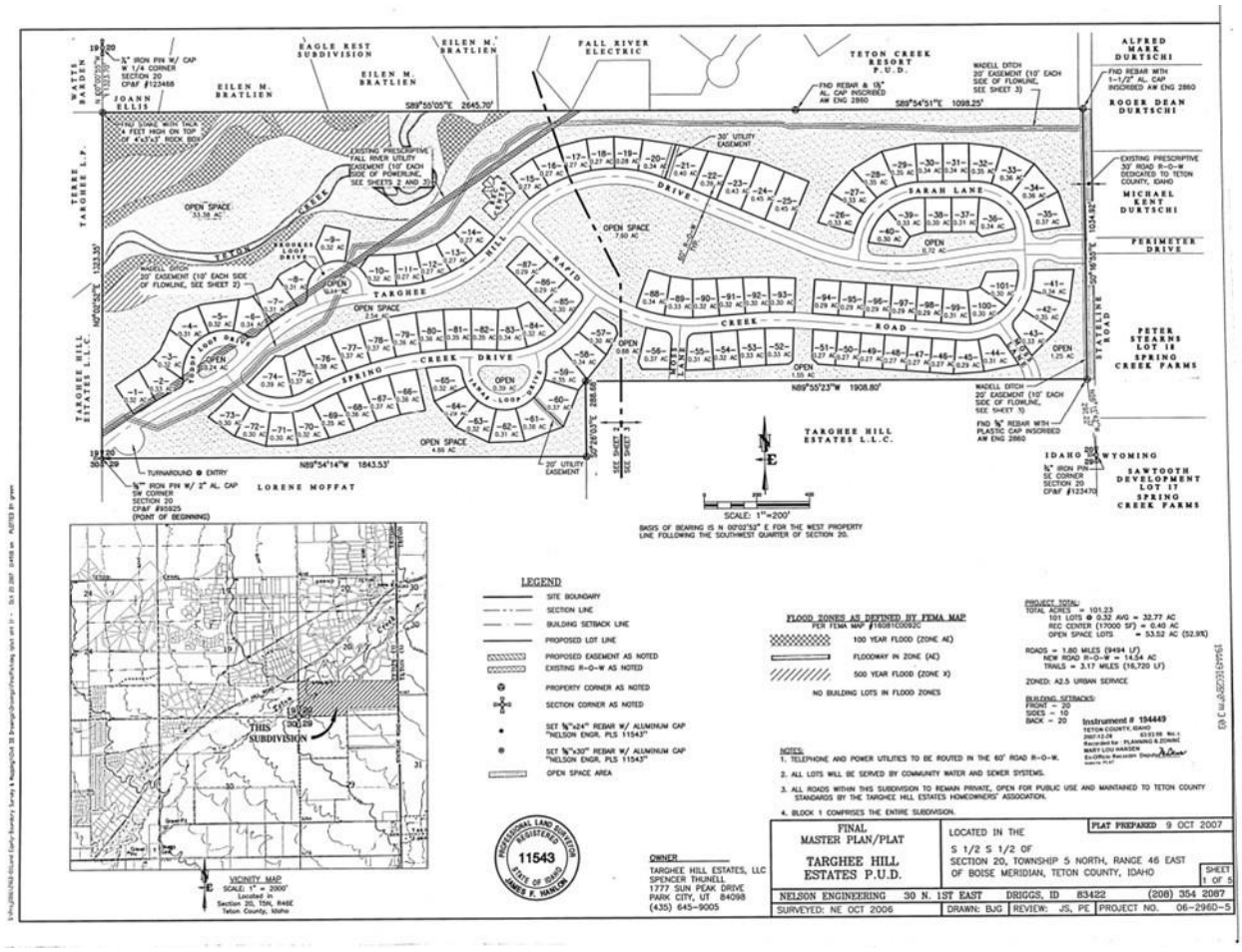
On this ___ day of _____, 2025, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the President of the Targhee Hill Estates Community Master Association, Inc., the corporation that executed the foregoing document and acknowledged to me that he executed the same on the corporation's behalf.

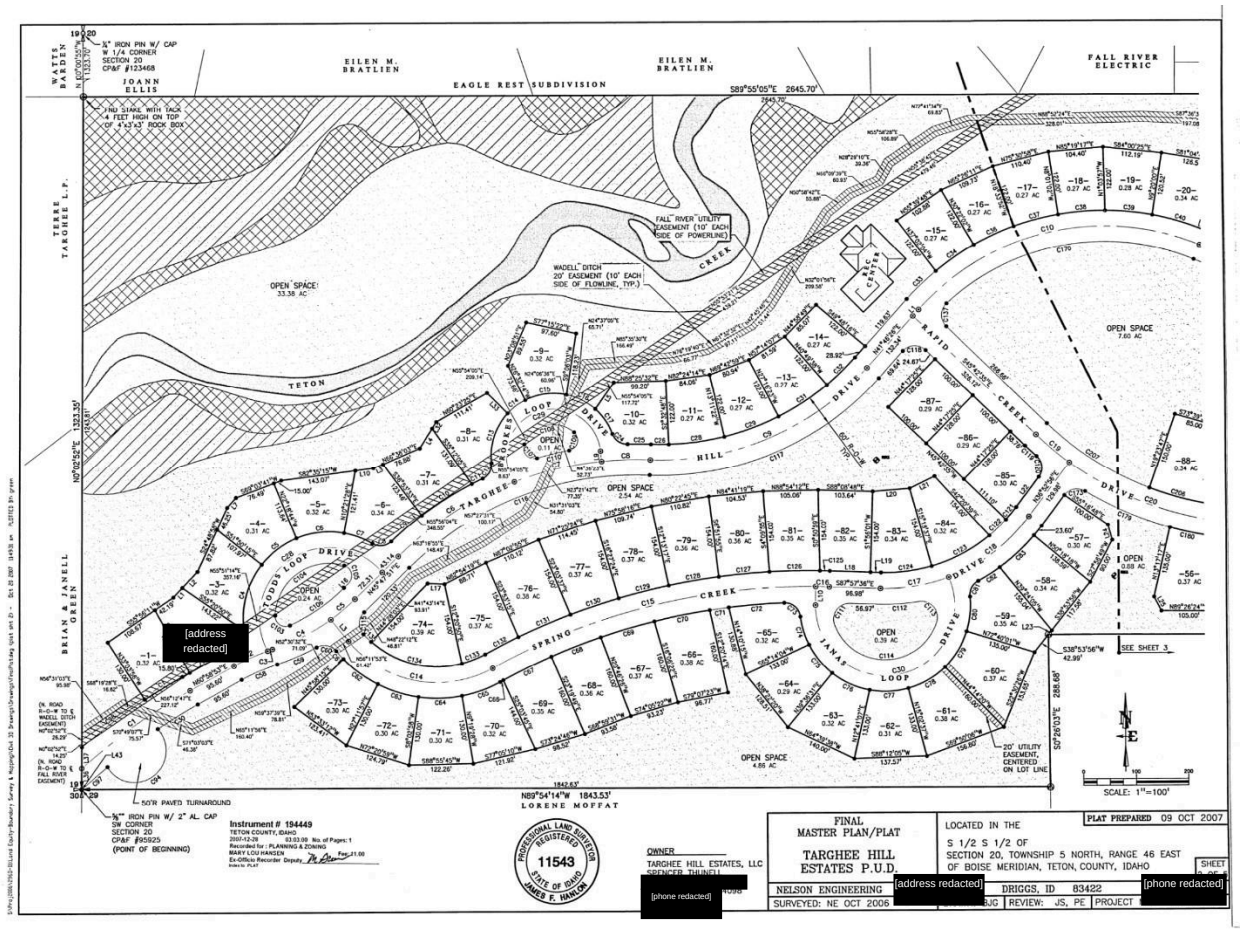
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

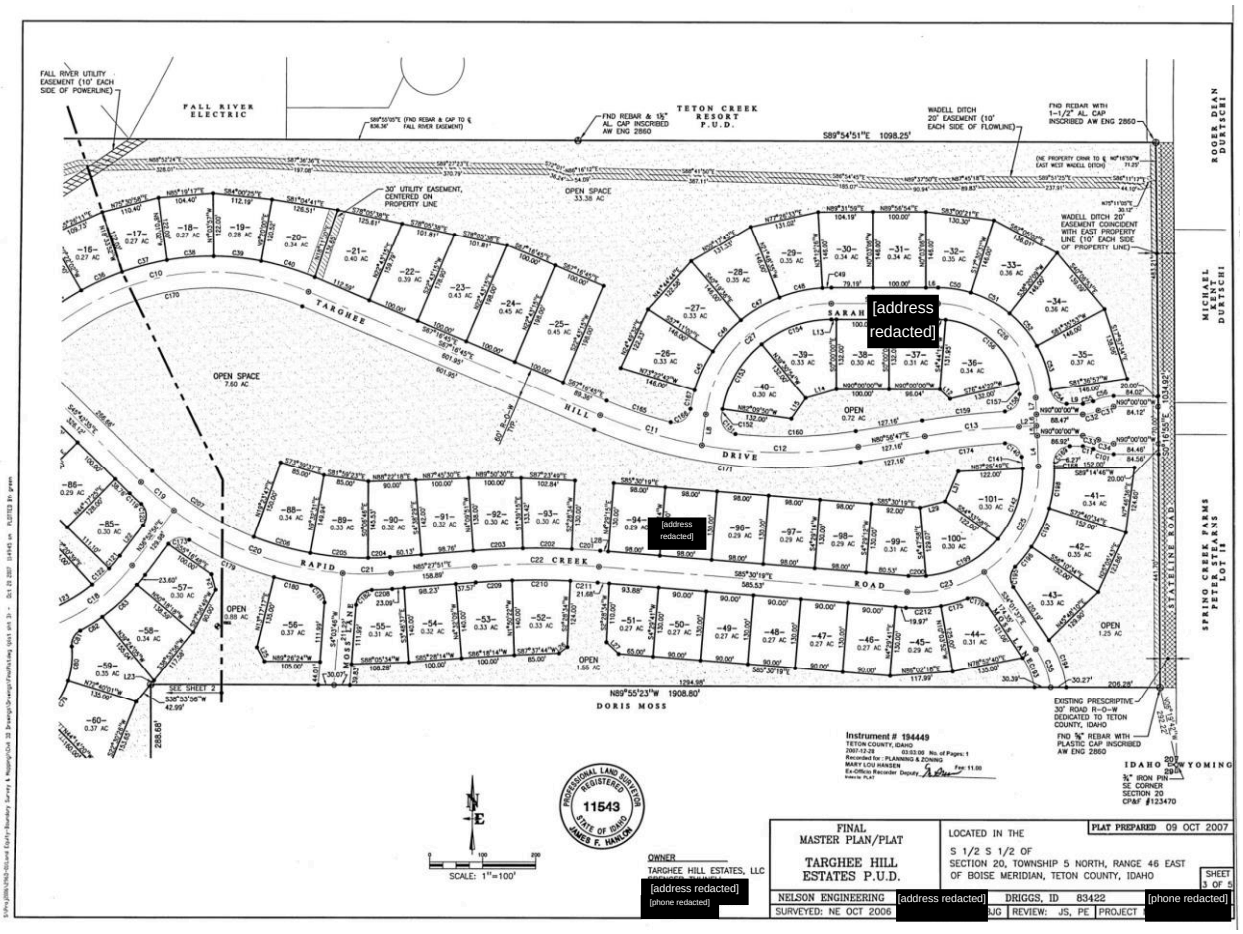
_____
Notary Public for Idaho
Residing in Idaho
(SEAL) My Commission Expires:_____

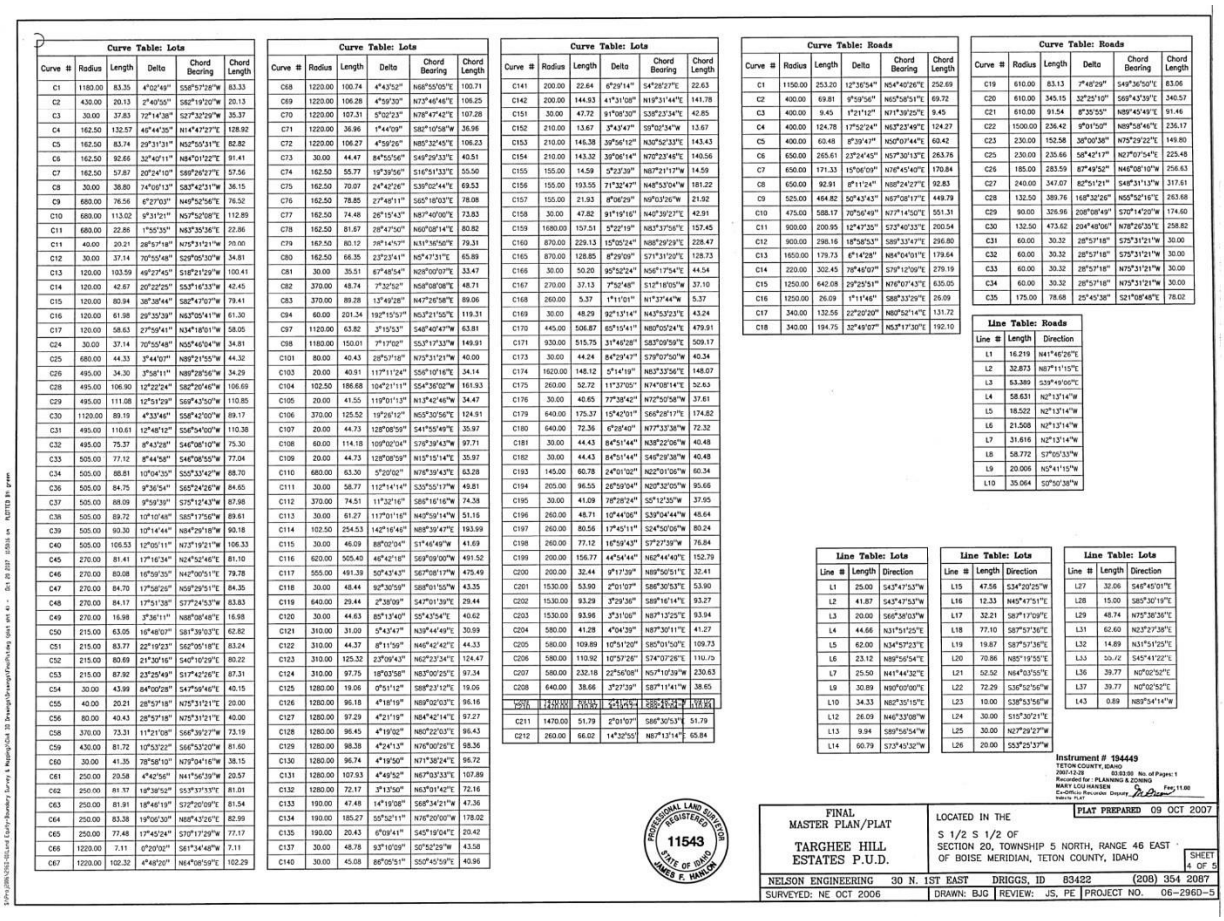
EXHIBIT "A"

APPROVED PLAT




EAGLE REST SUBDIVISION
EILEN M. BRATLIEN
EILEN M. BRATLIEN
FALL RIVER ELECTRIC
JOANN ELLIS
TERRE TARGHEE L.P.
BRIAN & JANELL GREEN
LORENE MOFFAT
FALL RIVER UTILITY EASEMENT (10' EACH SIDE OF POWERLINE)
WADELL DITCH 20' EASEMENT (10' EACH SIDE OF FLOWLINE, TYP.)
OPEN SPACE 33.38 AC
OPEN SPACE 7.60 AC
OPEN SPACE 2.54 AC
OPEN SPACE 4.86 AC
TETON
CREEK
RAPID
SPRING
HILL
TARGHEE
LOOP
DRIVE
[address redacted]
50'R PAVED TURNAROUND
SEE SHEET 3
SCALE: 1"=100'
Instrument # 194449
TETON COUNTY, IDAHO
PROFESSIONAL LAND SURVEYOR REGISTERED 11543 STATE OF IDAHO JAMES F. HANLON
OWNER
TARGHEE HILL ESTATES, LLC
[address redacted]
[phone redacted]
FINAL MASTER PLAN/PLAT
TARGHEE HILL ESTATES P.U.D.
LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON, COUNTY, IDAHO
PLAT PREPARED 09 OCT 2007
NELSON ENGINEERING
[address redacted]
DRIGGS, ID 83422
[phone redacted]
SURVEYED: NE OCT 2006
DRAWN: DJG
REVIEW: JS, PE
PROJECT


FALL RIVER ELECTRIC
FALL RIVER UTILITY EASEMENT (10' EACH SIDE OF POWERLINE)
TETON CREEK RESORT P.U.D.
FND REBAR & 1/2" AL. CAP INSCRIBED AW ENG 2860
S89°54'51"E 1098.25'
WADELL DITCH 20' EASEMENT (10' EACH SIDE OF FLOWLINE)
FND REBAR WITH 1-1/2" AL. CAP INSCRIBED AW ENG 2860
ROGER DEAN DUSTACH
MICHAEL DEAN DUSTACH
30' UTILITY EASEMENT, CENTERED ON PROPERTY LINE
OPEN SPACE 33.39 AC
WADELL DITCH 20' EASEMENT COINCIDENT WITH EAST PROPERTY LINE (10' EACH SIDE OF PROPERTY LINE)
TARGHEE HILL DRIVE
SARAH [address redacted]
OPEN SPACE 7.60 AC
OPEN 0.72 AC
OPEN 0.69 AC
OPEN 1.56 AC
OPEN 1.25 AC
RAPID CREEK ROAD
[address redacted]
SPRING CREEK FARMS PETERSON FARMS PLOT 1A
STATELINE ROAD
N89°55'23"W 1908.80'
DORIS MOSS
1284.98'
SEE SHEET 2
S36°33'06"W 42.99'
288.68'
EXISTING PRESCRIPTIVE 30' ROAD R-O-W DEDICATED TO TETON COUNTY, IDAHO
FND ½" REBAR WITH PLASTIC CAP INSCRIBED AW ENG 2860
IDAHO WYOMING
¾" IRON PIN SE CORNER SECTION 20 CP&F #123470
Instrument # 194449
TETON COUNTY, IDAHO
2007-10-29 03:53:00 No. of Pages: 1
Recorded for : PLANNING & ZONING
MARY LOU HANSEN
Ex-Officio Recorder Deputy
Fee: 11.00
PROFESSIONAL LAND SURVEYOR REGISTERED 11543 STATE OF IDAHO JAMES F. HANLON
N
E
0 100 200
SCALE: 1"=100'
OWNER
TARGHEE HILL ESTATES, LLC
[address redacted]
[phone redacted]
FINAL MASTER PLAN/PLAT
TARGHEE HILL ESTATES P.U.D.
PLAT PREPARED 09 OCT 2007
LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO
SHEET 3 OF 5
NELSON ENGINEERING [address redacted] DRIGGS, ID 83422 [phone redacted]
SURVEYED: NE OCT 2006 DJG REVIEW: JS, PE PROJECT



Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1180.00	83.35	4°02'49"	S58°57'28"W	83.33
C2	430.00	20.13	2°40'55"	S62°19'20"W	20.13
C3	30.00	37.83	72°14'38"	S27°32'29"W	35.37
C4	162.50	132.57	46°44'35"	N14°47'27"E	128.92
C5	162.50	83.74	29°31'31"	N52°53'31"E	82.82
C6	162.50	92.66	32°40'11"	N84°01'22"E	91.41
C7	162.50	57.87	20°24'10"	S89°26'27"E	57.56
C8	30.00	38.80	74°08'13"	S83°42'31"W	36.15
C9	680.00	76.56	6°27'03"	N49°52'56"E	76.52
C10	680.00	113.02	9°31'21"	N57°52'08"E	112.89
C11	680.00	22.86	1°55'35"	N63°35'36"E	22.86
C11	40.00	20.21	28°57'18"	N75°31'21"W	20.00
C12	30.00	37.14	70°55'48"	S29°05'30"W	34.81
C13	120.00	103.59	49°27'45"	S18°21'29"W	100.41
C14	120.00	42.67	20°22'25"	S53°16'33"W	42.45
C15	120.00	80.94	38°38'44"	S82°47'07"W	79.41
C16	120.00	61.98	29°35'39"	N63°05'41"W	61.30
C17	120.00	58.63	27°59'41"	N34°18'01"W	58.05
C24	30.00	37.14	70°55'48"	N55°46'04"W	34.81
C25	680.00	44.33	3°44'07"	N89°21'55"W	44.32
C26	495.00	34.30	3°58'11"	N89°28'56"W	34.29
C28	495.00	106.90	12°22'24"	S82°20'46"W	106.68
C29	495.00	111.08	12°51'29"	S69°43'50"W	110.85
C30	1120.00	89.19	4°33'46"	S58°42'00"W	89.17
C31	495.00	110.61	12°48'12"	S56°54'00"W	110.38
C32	495.00	75.37	8°43'28"	S46°06'10"W	75.30
C33	505.00	77.12	8°44'58"	S46°08'55"W	77.04
C34	505.00	88.81	10°04'35"	S55°33'42"W	88.70
C36	505.00	84.75	9°36'54"	S65°24'26"W	84.65
C37	505.00	88.09	9°59'39"	S75°12'43"W	87.98
C38	505.00	89.72	10°10'48"	S85°17'56"W	89.61
C39	505.00	90.30	10°14'44"	N84°29'18"W	90.18
C40	505.00	106.53	12°05'11"	N73°19'21"W	106.33
C45	270.00	81.41	17°16'34"	N24°52'46"E	81.10
C46	270.00	80.08	16°59'35"	N42°00'51"E	79.78
C47	270.00	84.70	17°58'26"	N59°29'51"E	84.35
C48	270.00	84.17	17°51'38"	S77°24'53"W	83.83
C49	270.00	16.98	3°36'11"	N88°06'48"E	16.98
C50	215.00	63.05	16°48'07"	S81°39'03"E	62.82
C51	215.00	83.77	22°19'23"	S62°05'18"E	83.24
C52	215.00	80.69	21°30'16"	S40°10'29"E	80.22
C53	215.00	87.92	23°25'49"	S17°42'26"E	87.31
C54	30.00	43.99	84°00'28"	S47°59'46"E	40.15
C55	40.00	20.21	28°57'18"	N75°31'21"E	20.00
C56	80.00	40.43	28°57'18"	N75°31'21"E	40.00
C58	370.00	73.31	11°21'08"	S66°39'27"W	73.19
C59	430.00	81.72	10°53'22"	S66°53'20"W	81.60
C60	30.00	41.35	78°58'10"	N79°04'16"W	38.15
C61	250.00	29.58	4°42'56"	N41°56'39"W	29.57
C62	250.00	81.17	18°36'52"	S53°37'13"E	81.01
C63	250.00	81.91	18°46'19"	S72°20'09"E	81.54
C64	250.00	83.38	19°06'30"	N88°43'26"E	82.99
C65	250.00	77.48	17°45'24"	S70°17'29"W	77.17
C66	1220.00	7.11	0°20'02"	S61°34'48"W	7.11
C67	1220.00	102.32	4°48'20"	N64°08'59"E	102.29

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C68	1220.00	100.74	4°43'52"	N68°55'05"E	100.71
C69	1220.00	106.28	4°59'30"	N73°46'46"E	106.25
C70	1220.00	107.31	5°02'23"	N78°47'42"E	107.28
C71	1220.00	36.96	1°44'09"	S82°10'58"W	36.96
C72	1220.00	106.27	4°59'26"	N85°32'45"E	106.23
C73	30.00	44.47	84°55'56"	S46°29'33"E	40.51
C74	162.50	55.77	19°39'56"	S16°51'33"E	55.50
C75	162.50	70.07	24°42'26"	S39°02'44"E	69.53
C76	162.50	78.85	27°48'11"	S65°18'03"E	78.08
C77	162.50	74.48	26°15'43"	N87°40'00"E	73.83
C78	162.50	81.67	28°47'50"	N60°08'14"E	80.82
C79	162.50	80.12	28°14'47"	N31°36'50"E	79.31
C80	162.50	66.35	23°23'41"	N5°47'31"E	65.89
C81	30.00	35.51	67°48'54"	N28°00'03"E	33.47
C82	370.00	48.74	7°32'52"	N58°08'08"E	48.71
C83	370.00	89.28	13°49'28"	N47°26'58"E	89.06
C94	60.00	201.34	192°15'37"	N53°21'55"E	119.31
C97	1120.00	63.82	3°15'53"	S48°40'47"W	63.81
C98	1180.00	150.01	7°17'02"	S53°13'33"W	149.91
C101	80.00	40.43	28°57'18"	N75°31'21"W	40.00
C103	20.00	40.91	117°11'24"	S56°10'16"E	34.14
C104	102.50	186.68	104°21'11"	S54°36'02"W	161.93
C105	20.00	41.55	119°01'13"	N13°42'46"W	34.47
C106	370.00	125.52	19°26'12"	N55°30'56"E	124.91
C107	20.00	44.73	128°08'59"	S41°55'49"E	35.97
C108	60.00	114.18	109°02'04"	S76°39'43"W	97.71
C109	20.00	44.73	128°08'59"	N15°15'14"E	35.97
C110	680.00	63.30	5°20'02"	N76°39'43"E	63.28
C111	30.00	58.77	112°14'14"	S35°55'17"W	49.81
C112	370.00	74.51	11°32'16"	S86°16'16"W	74.38
C113	30.00	61.27	117°01'16"	N40°59'14"W	51.15
C114	102.50	254.53	142°16'46"	N88°39'43"E	193.99
C115	30.00	46.09	88°02'04"	S1°46'49"W	41.69
C116	620.00	505.40	46°42'18"	S69°09'00"W	491.52
C117	555.00	491.39	50°43'43"	S67°08'17"W	475.49
C118	30.00	48.44	92°30'59"	S89°01'55"W	43.35
C119	640.00	29.44	2°38'09"	S47°01'39"E	29.44
C120	30.00	44.63	85°13'40"	S5°43'54"E	40.62
C121	310.00	31.09	5°44'47"	N39°44'49"E	30.99
C122	310.00	44.37	8°11'59"	N46°42'42"E	44.33
C123	310.00	125.32	23°09'43"	N62°23'34"E	124.47
C124	310.00	97.75	18°03'58"	N83°00'25"E	97.34
C125	1280.00	19.06	0°51'12"	S88°23'12"E	19.06
C126	1280.00	96.18	4°18'19"	N89°02'03"E	96.16
C127	1280.00	97.29	4°21'19"	N84°42'14"E	97.27
C128	1280.00	96.45	4°19'02"	N80°22'03"E	96.43
C129	1280.00	98.38	4°24'13"	N76°00'28"E	98.36
C130	1280.00	96.74	4°19'50"	N71°38'24"E	96.72
C131	1280.00	107.93	4°49'52"	N67°03'33"E	107.89
C132	1280.00	72.17	3°13'50"	N63°01'42"E	72.16
C133	190.00	47.48	14°19'08"	S68°34'21"W	47.36
C134	190.00	185.27	55°52'11"	N76°20'00"W	178.02
C135	190.00	20.43	6°09'41"	S45°19'04"E	20.42
C137	30.00	48.78	93°10'09"	S0°52'29"W	43.58
C140	30.00	45.08	86°05'51"	S50°45'59"E	40.96

Curve Table: Lots

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C141	200.00	22.64	6°29'14"	S4°28'27"E	22.63
C142	200.00	144.93	41°31'08"	N19°31'44"E	141.78
C151	30.00	47.72	91°08'30"	S38°23'34"W	42.85
C152	210.00	13.67	3°43'47"	S9°03'34"W	13.67
C153	210.00	146.38	39°56'12"	N30°52'33"E	143.43
C154	210.00	143.32	39°06'14"	N70°23'45"E	140.56
C155	155.00	14.59	5°23'39"	N87°21'17"W	14.59
C156	155.00	193.55	71°32'47"	N48°53'04"W	181.22
C157	155.00	21.93	8°06'29"	N9°03'26"W	21.92
C158	30.00	47.82	91°19'16"	N40°39'27"E	42.91
C159	1680.00	157.51	5°22'19"	N83°37'56"E	157.45
C160	870.00	229.13	15°05'24"	N88°29'29"E	228.47
C165	870.00	128.85	8°29'09"	S71°31'20"E	128.73
C166	30.00	50.20	95°52'24"	N56°17'54"E	44.54
C167	270.00	37.13	7°52'48"	S12°18'03"W	37.10
C168	260.00	5.37	1°11'01"	N1°37'44"W	5.37
C169	30.00	48.29	92°13'14"	N43°53'23"E	43.24
C170	445.00	506.87	65°15'41"	N80°05'24"E	479.91
C171	930.00	515.75	31°46'28"	S83°09'59"E	509.17
C173	30.00	44.24	84°29'47"	S79°07'50"W	40.34
C174	1620.00	148.12	5°14'19"	N83°33'56"E	148.07
C175	260.00	52.72	11°37'05"	N74°08'14"E	52.63
C176	30.00	40.65	77°38'42"	N72°50'58"W	37.61
C179	640.00	175.37	15°42'01"	S66°28'17"E	174.82
C180	640.00	72.36	6°28'40"	N77°33'38"W	72.32
C181	30.00	44.43	84°51'44"	N38°22'06"W	40.48
C182	30.00	44.43	84°51'44"	S46°29'38"W	40.48
C193	145.00	60.78	24°01'02"	N22°01'06"W	60.34
C194	205.00	96.55	26°59'04"	N20°32'05"W	95.66
C195	30.00	41.09	78°28'24"	S5°12'35"W	37.95
C196	260.00	48.71	10°44'06"	S3°04'44"W	48.64
C197	260.00	80.56	17°45'11"	S24°50'09"W	80.24
C198	260.00	77.12	16°59'43"	S7°27'39"W	76.84
C199	200.00	156.77	44°54'44"	N62°44'49"E	152.79
C200	200.00	32.44	9°17'39"	N89°50'51"E	32.41
C201	1530.00	53.90	2°01'07"	S88°30'53"E	53.90
C202	1530.00	93.29	3°29'36"	S89°16'14"E	93.27
C203	1530.00	93.96	3°31'06"	N87°13'25"E	93.94
C204	580.00	41.28	4°04'39"	N87°30'11"E	41.27
C205	580.00	109.89	10°51'20"	S85°01'50"E	109.73
C206	580.00	110.92	10°57'26"	S74°07'26"E	110.75
C207	580.00	232.18	22°56'08"	N57°10'39"W	230.63
C208	640.00	38.66	3°27'39"	S87°11'41"W	38.65

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C211	1470.00	51.79	2°01'07"	S86°30'53"E	51.79
C212	260.00	66.02	14°32'50"	N87°13'14"E	65.84

Curve Table: Roads

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1150.00	253.20	12°36'54"	N54°40'26"E	252.69
C2	400.00	69.81	9°59'56"	N65°58'51"E	69.72
C3	400.00	9.45	1°21'12"	N71°39'25"E	9.45
C4	400.00	124.78	17°52'24"	N63°23'49"E	124.27
C5	400.00	60.48	8°39'47"	N50°07'44"E	60.42
C6	650.00	265.61	23°24'45"	N57°30'13"E	263.76
C7	650.00	171.33	15°06'09"	N76°45'40"E	170.84
C8	650.00	92.91	8°11'24"	N88°24'23"E	92.83
C9	525.00	464.82	50°43'43"	N57°08'17"E	449.79
C10	475.00	588.17	70°56'49"	N77°14'50"E	551.31
C11	900.00	200.95	12°47'35"	S73°40'33"E	200.54
C12	900.00	298.16	18°58'53"	S89°33'47"E	296.80
C13	1650.00	179.73	6°14'28"	N84°04'01"E	179.64
C14	220.00	302.45	78°46'07"	S79°12'09"E	279.19
C15	1250.00	642.08	29°25'51"	N76°07'43"E	635.05
C16	1250.00	26.09	1°11'46"	S88°33'29"E	26.09
C17	340.00	132.56	22°20'20"	N80°52'14"E	131.72
C18	340.00	194.75	32°49'07"	N53°17'30"E	192.10

Curve Table: Roads

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C19	610.00	83.13	7°48'29"	S49°36'50"E	83.06
C20	610.00	345.15	32°25'10"	S69°43'39"E	340.57
C21	610.00	91.54	8°35'55"	N85°45'49"E	91.46
C22	1500.00	236.42	9°01'50"	N89°58'46"E	236.17
C23	230.00	152.58	38°00'38"	N75°29'22"E	149.80
C25	230.00	235.66	58°42'17"	N27°07'54"E	225.48
C26	185.00	283.59	87°49'52"	N46°08'10"W	256.63
C27	240.00	347.07	82°51'21"	S48°31'13"W	317.61
C28	132.50	389.76	168°32'26"	N55°52'16"E	263.68
C29	90.00	326.96	208°08'49"	S70°14'20"W	174.60
C30	132.50	473.62	204°48'06"	N78°26'35"E	258.82
C31	60.00	30.32	28°57'18"	S75°31'21"W	30.00
C32	60.00	30.32	28°57'18"	S75°31'21"W	30.00
C33	60.00	30.32	28°57'18"	N75°31'21"W	30.00
C34	60.00	30.32	28°57'18"	N75°31'21"W	30.00
C35	175.00	78.68	25°45'38"	S21°08'48"E	78.02

Line Table: Roads

Line #	Length	Direction
L1	16.219	N41°46'26"E
L2	32.873	N87°11'15"E
L3	53.389	S39°49'00"E
L4	58.631	N2°13'14"W
L5	18.522	N2°13'14"W
L6	21.508	N2°13'14"W
L7	31.616	N2°13'14"W
L8	58.772	S3°05'33"W
L9	20.006	N5°41'15"W
L10	35.064	S0°50'38"W

Line Table: Lots

Line #	Length	Direction
L1	25.00	S43°47'53"W
L2	41.87	S43°47'53"W
L3	20.00	S66°38'03"W
L4	44.66	N31°51'25"E
L5	62.00	N34°57'23"E
L6	23.12	N89°56'54"E
L7	25.50	N41°44'32"E
L9	30.89	N90°00'00"E
L10	34.33	N82°35'15"E
L12	26.09	N46°33'08"W
L13	9.94	S89°56'54"W
L14	60.79	S73°45'32"W

Line Table: Lots

Line #	Length	Direction
L15	47.56	S34°20'25"W
L16	12.33	N45°47'51"E
L17	32.21	S87°17'09"E
L18	77.10	S87°57'36"E
L19	19.87	S87°57'36"E
L20	70.86	N85°19'55"E
L21	52.52	N64°03'55"E
L22	72.29	S36°52'56"W
L23	10.00	S38°53'56"W
L24	30.00	S15°30'21"E
L25	30.00	N27°29'27"W
L26	20.00	S53°25'37"W

Line Table: Lots

Line #	Length	Direction
L27	32.06	S48°45'01"E
L28	15.00	S85°30'19"E
L29	48.74	N75°38'36"E
L31	62.60	N23°27'38"E
L32	14.89	N31°51'25"E
L33	59.72	S45°41'22"E
L36	39.77	N0°02'50"E
L37	39.77	N0°02'50"E
L43	0.89	N89°54'14"W

PROFESSIONAL LAND SURVEYOR REGISTERED 11543 STATE OF IDAHO JAMES F. MANLOW

Instrument # 194449
TETON COUNTY, IDAHO
2007-12-28 03:03:00 No. of Pages: 1
Recorded for: PLANNING & ZONING
LOU HANSEN Fee:11.00
Ex-Officio Recorder Deputy
Index: PLAT

FINAL
MASTER PLAN/PLAT

TARGHEE HILL
ESTATES P.U.D.

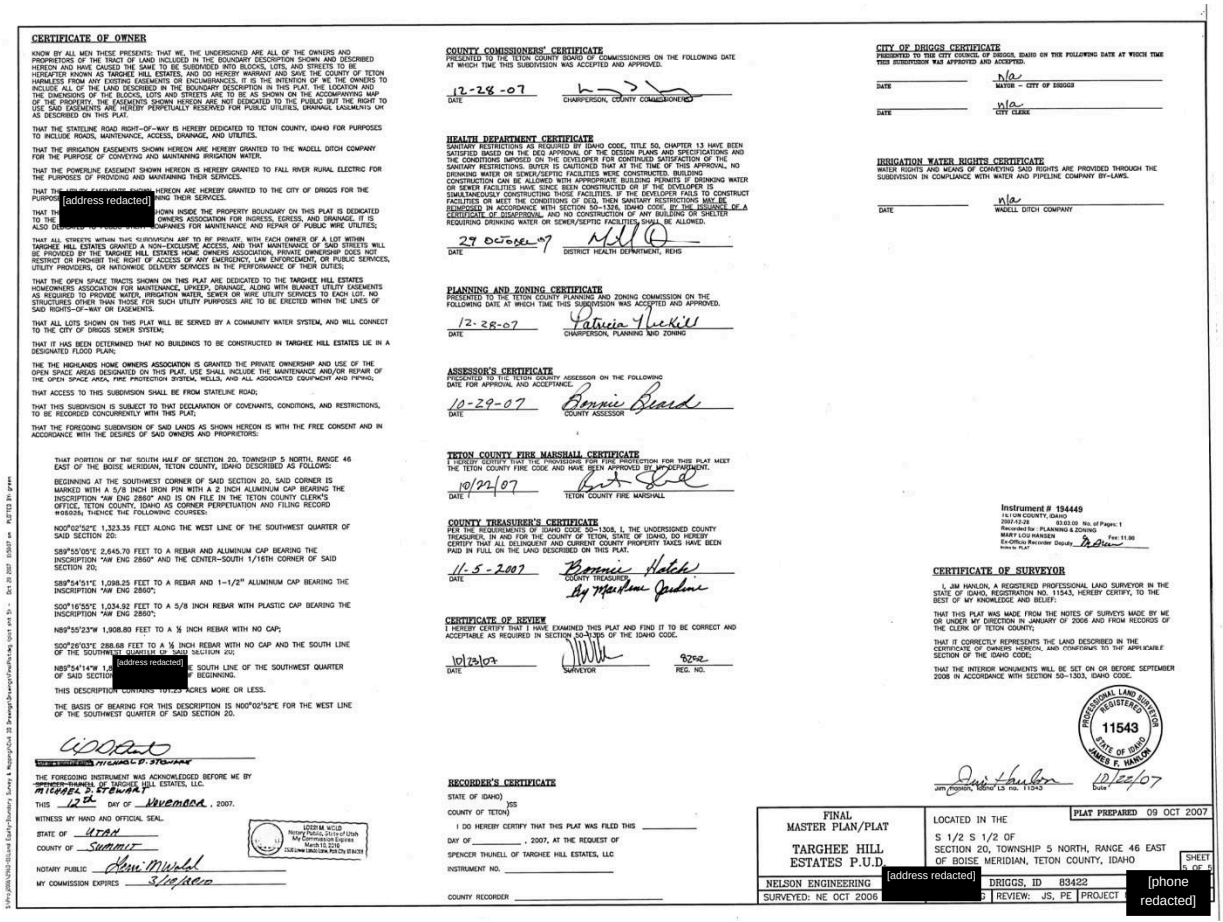
LOCATED IN THE
S 1/2 S 1/2 OF
SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST
OF BOISE MERIDIAN, TETON COUNTY, IDAHO

PLAT PREPARED 09 OCT 2007

SHEET 4 OF 5

NELSON ENGINEERING 30 N. 1ST EAST DRIGGS, ID 83422 (208) 354 2087

SURVEYED: NE OCT 2006 DRAWN: BJG REVIEW: JS, PE PROJECT NO. 06-296D-5



CERTIFICATE OF OWNER

KNOW BY ALL MEN THESE PRESENTS: THAT WE, THE UNDERSIGNED ARE ALL OF THE OWNERS AND PROPRIETORS OF THE TRACT OF LAND INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN AND DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS, AND STREETS TO BE HEREAFTER KNOWN AS TARGHEE HILL ESTATES, AND DO HEREBY WARRANT AND SAVE THE COUNTY OF TETON HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCKS, LOTS AND STREETS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES, DRAINAGE EASEMENTS OR AS DESCRIBED ON THIS PLAT.

THAT THE STATELINE ROAD RIGHT-OF-WAY IS HEREBY DEDICATED TO TETON COUNTY, IDAHO FOR PURPOSES TO INCLUDE ROADS, MAINTENANCE, ACCESS, DRAINAGE, AND UTILITIES.

THAT THE IRRIGATION EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE WADELL DITCH COMPANY FOR THE PURPOSE OF CONVEYING AND MAINTAINING IRRIGATION WATER.

THAT THE POWERLINE EASEMENT SHOWN HEREON IS HEREBY GRANTED TO FALL RIVER RURAL ELECTRIC FOR THE PURPOSES OF PROVIDING AND MAINTAINING THEIR SERVICES.

THAT THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF DRIGGS FOR THE PURPOSES [redacted] MAINTAINING THEIR SERVICES.

THAT THE [redacted] SHOWN INSIDE THE PROPERTY BOUNDARY ON THIS PLAT IS DEDICATED TO THE [redacted] OWNERS ASSOCIATION FOR INGRESS, EGRESS, AND DRAINAGE. IT IS ALSO DEDICATED TO PUBLIC UTILITY COMPANIES FOR MAINTENANCE AND REPAIR OF PUBLIC WIRE UTILITIES;

THAT ALL STREETS WITHIN THIS SUBDIVISION ARE TO BE PRIVATE, WITH EACH OWNER OF A LOT WITHIN TARGHEE HILL ESTATES GRANTED A NON-EXCLUSIVE ACCESS, AND THAT MAINTENANCE OF SAID STREETS WILL BE PROVIDED BY THE TARGHEE HILL ESTATES HOME OWNERS ASSOCIATION, PRIVATE OWNERSHIP DOES NOT RESTRICT OR PROHIBIT THE RIGHT OF ACCESS OF ANY EMERGENCY, LAW ENFORCEMENT, OR PUBLIC SERVICES, UTILITY PROVIDERS, OR NATIONWIDE DELIVERY SERVICES IN THE PERFORMANCE OF THEIR DUTIES;

THAT THE OPEN SPACE TRACTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TARGHEE HILL ESTATES HOMEOWNERS ASSOCIATION FOR MAINTENANCE, UPKEEP, DRAINAGE, ALONG WITH BLANKET UTILITY EASEMENTS AS REQUIRED TO PROVIDE WATER, IRRIGATION WATER, SEWER OR WIRE UTILITY SERVICES TO EACH LOT. NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF SAID RIGHTS-OF-WAY OR EASEMENTS.

THAT ALL LOTS SHOWN ON THIS PLAT WILL BE SERVED BY A COMMUNITY WATER SYSTEM, AND WILL CONNECT TO THE CITY OF DRIGGS SEWER SYSTEM;

THAT IT HAS BEEN DETERMINED THAT NO BUILDINGS TO BE CONSTRUCTED IN TARGHEE HILL ESTATES LIE IN A DESIGNATED FLOOD PLAIN;

THE THE HIGHLANDS HOME OWNERS ASSOCIATION IS GRANTED THE PRIVATE OWNERSHIP AND USE OF THE OPEN SPACE AREAS DESIGNATED ON THIS PLAT, USE SHALL INCLUDE THE MAINTENANCE AND/OR REPAIR OF THE OPEN SPACE AREA, FIRE PROTECTION SYSTEM, WELLS, AND ALL ASSOCIATED EQUIPMENT AND PIPING;

THAT ACCESS TO THIS SUBDIVISION SHALL BE FROM STATELINE ROAD;

THAT THIS SUBDIVISION IS SUBJECT TO THAT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, TO BE RECORDED CONCURRENTLY WITH THIS PLAT;

THAT THE FOREGOING SUBDIVISION OF SAID LANDS AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS:

THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF THE BOISE MERIDIAN, TETON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20, SAID CORNER IS MARKED WITH A 5/8 INCH IRON PIN WITH A 2 INCH ALUMINUM CAP BEARING THE INSCRIPTION "AW ENG 2860" AND IS ON FILE IN THE TETON COUNTY CLERK'S OFFICE, TETON COUNTY, IDAHO AS CORNER PERPETUATION AND FILING RECORD #98028; THENCE THE FOLLOWING COURSES:

N00°02'52"E 1,323.35 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

S89°55'05"E 2,645.70 FEET TO A REBAR AND ALUMINUM CAP BEARING THE INSCRIPTION "AW ENG 2860" AND THE CENTER-SOUTH 1/16TH CORNER OF SAID SECTION 20;

S89°54'51"E 1,098.25 FEET TO A REBAR AND 1-1/2" ALUMINUM CAP BEARING THE INSCRIPTION "AW ENG 2860";

S00°16'55"E 1,034.92 FEET TO A 5/8 INCH REBAR WITH PLASTIC CAP BEARING THE INSCRIPTION "AW ENG 2860";

N89°55'23"W 1,908.80 FEET TO A ½ INCH REBAR WITH NO CAP;

S00°26'03"E 288.68 FEET TO A ½ INCH REBAR WITH NO CAP AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

N89°54'14"W 1,[redacted] SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION [redacted] BEGINNING.

THIS DESCRIPTION CONTAINS 101.23 ACRES MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS N00°02'52"E FOR THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20.

[redacted] MICHAEL D. STEWART

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY [redacted] MICHAEL D. STEWART

THIS 12th DAY OF NOVEMBER, 2007.

WITNESS MY HAND AND OFFICIAL SEAL.

STATE OF UTAH

COUNTY OF SUMMIT

NOTARY PUBLIC Kerri Merkel

MY COMMISSION EXPIRES 3/10/2010

LOGAN M. WOLD
Notary Public, State of Utah
My Commission Expires
March 10, 2010
[redacted]

COUNTY COMMISSIONERS' CERTIFICATE

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

12-28-07 DATE

CHAIRPERSON, COUNTY COMMISSIONERS

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEQ APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

29 OCTOBER 07 DATE

DISTRICT HEALTH DEPARTMENT, REHS

PLANNING AND ZONING CERTIFICATE

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

12-28-07 DATE

CHAIRPERSON, PLANNING AND ZONING

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

10-29-07 DATE

COUNTY ASSESSOR

TETON COUNTY FIRE MARSHALL CERTIFICATE

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

10/22/07 DATE

TETON COUNTY FIRE MARSHALL

COUNTY TREASURER'S CERTIFICATE

PER THE REQUIREMENTS OF IDAHO CODE 50-1308, I, THE UNDERSIGNED COUNTY TREASURER, IN AND FOR THE COUNTY OF TETON, STATE OF IDAHO, DO HEREBY CERTIFY THAT ALL DELINQUENT AND CURRENT COUNTY PROPERTY TAXES HAVE BEEN PAID IN FULL ON THE LAND DESCRIBED ON THIS PLAT.

11-5-2007 DATE

COUNTY TREASURER

By Marlene Judine

CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED IN SECTION 50-1305 OF THE IDAHO CODE.

10/25/07 DATE

SURVEYOR

8252 REG. NO.

RECORDER'S CERTIFICATE

STATE OF IDAHO)
) SS
COUNTY OF TETON)

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS _____ DAY OF _____, 2007, AT THE REQUEST OF SPENCER THUNELL OF TARGHEE HILL ESTATES, LLC

INSTRUMENT NO. _____

COUNTY RECORDER _____

CITY OF DRIGGS CERTIFICATE

PRESENTED TO THE CITY COUNCIL OF DRIGGS, IDAHO ON THE FOLLOWING DATE AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

DATE

n/a MAYOR - CITY OF DRIGGS

DATE

n/a CITY CLERK

IRRIGATION WATER RIGHTS CERTIFICATE

WATER RIGHTS AND MEANS OF CONVEYING SAID RIGHTS ARE PROVIDED THROUGH THE SUBDIVISION IN COMPLIANCE WITH WATER AND PIPELINE COMPANY BY-LAWS.

DATE

n/a WADELL DITCH COMPANY

Instrument # 194449
TETON COUNTY, IDAHO
2007-12-28 03:03:00 No. of Pages: 1
Recorded for: PLANNING & ZONING
MARY LOU HANSEN Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

CERTIFICATE OF SURVEYOR

I, JIM HANLON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, REGISTRATION NO. 11543, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

THAT THIS PLAT WAS MADE FROM THE NOTES OF SURVEYS MADE BY ME OR UNDER MY DIRECTION IN JANUARY OF 2006 AND FROM RECORDS OF THE CLERK OF TETON COUNTY;

THAT IT CORRECTLY REPRESENTS THE LAND DESCRIBED IN THE CERTIFICATE OF OWNERS HEREON, AND CONFORMS TO THE APPLICABLE SECTION OF THE IDAHO CODE;

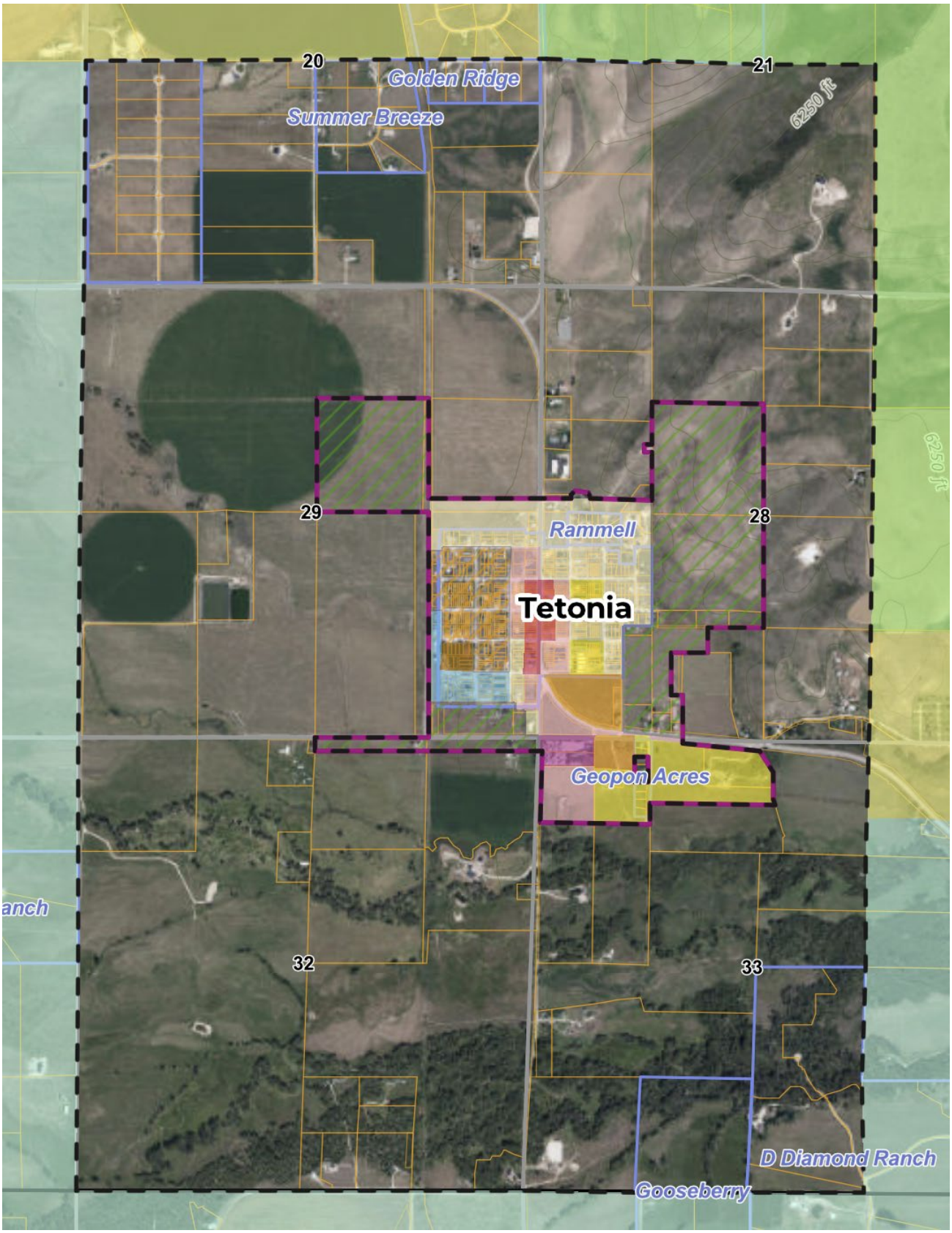
THAT THE INTERIOR MONUMENTS WILL BE SET ON OR BEFORE SEPTEMBER 2008 IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE.

PROFESSIONAL LAND SURVEYOR REGISTERED 11543 STATE OF IDAHO JAMES F. HANLON

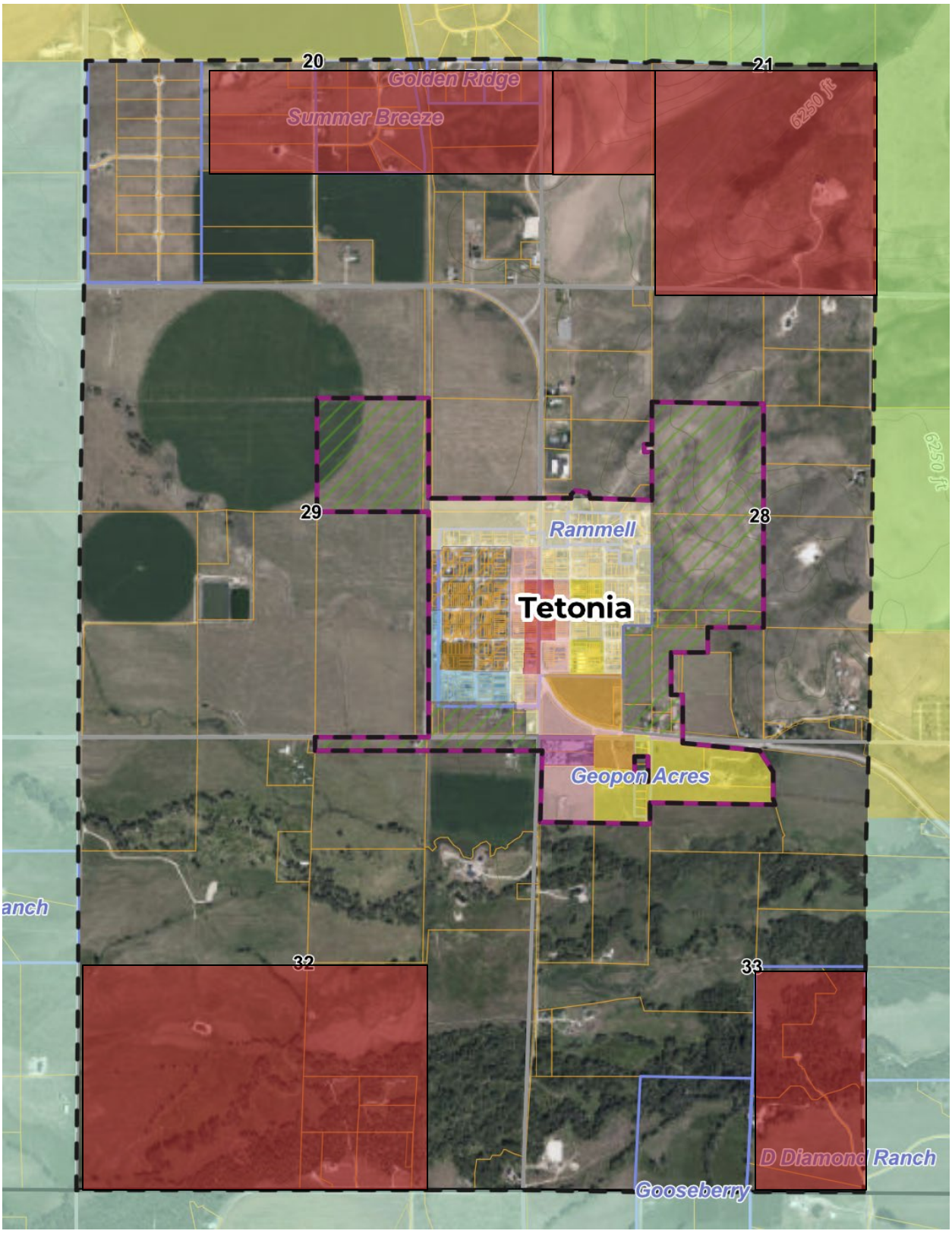
Jim Hanlon, Idaho LS no. 11543

10/22/07 Date

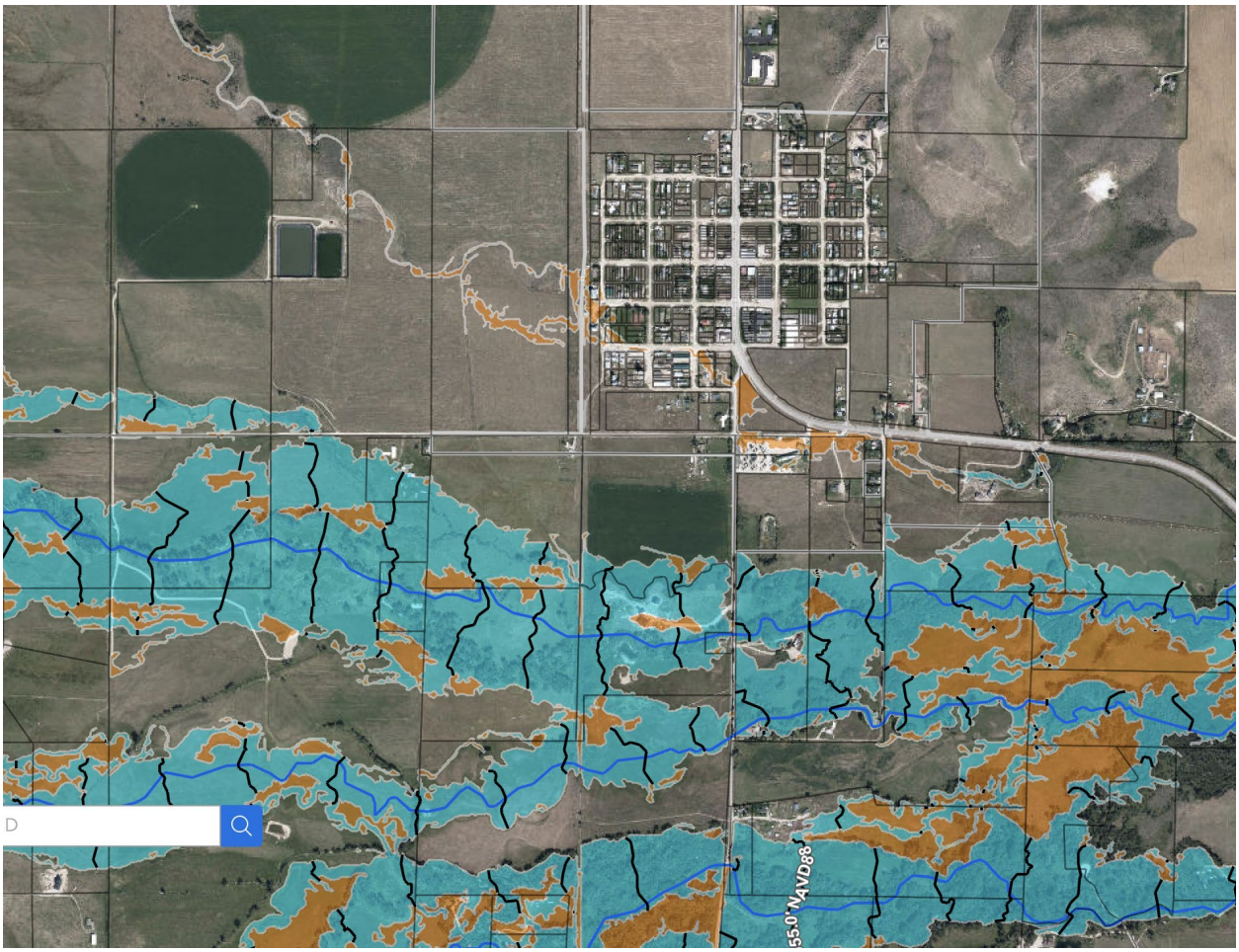
FINAL MASTER PLAN/PLAT TARGHEE HILL ESTATES P.U.D	LOCATED IN THE S 1/2 S 1/2 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 46 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO	PLAT PREPARED 09 OCT 2007 SHEET 5 OF 5
NELSON ENGINEERING [redacted]	DRIGGS, ID 83422	[phone redacted]
SURVEYED: NE OCT 2006 [redacted]	REVIEW: JS, PE PROJECT	



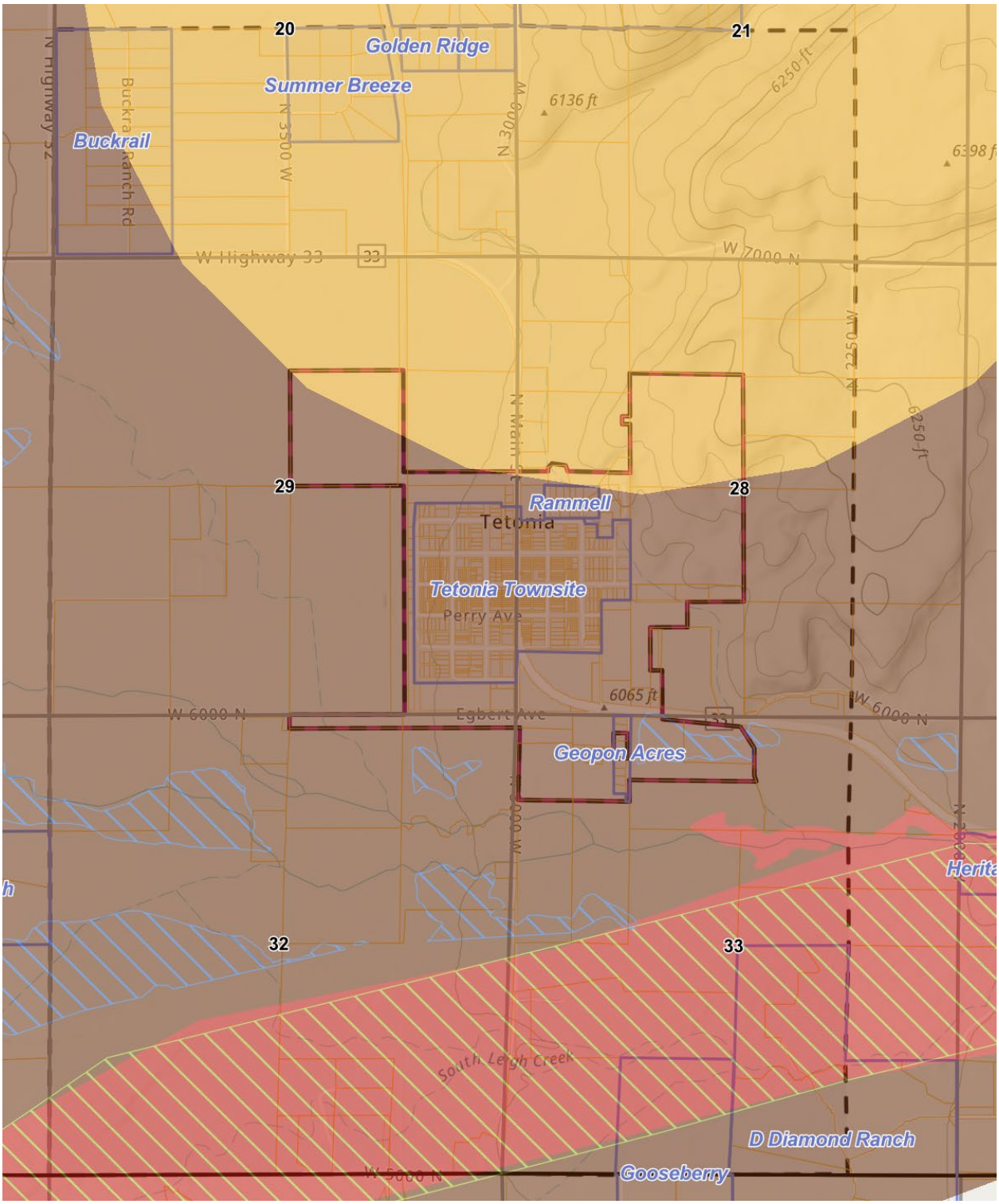
Current AOI Boundary Map



Red sections = to be removed from the AOI



Floodplain Map



County Comp Plan Natural Resources (hatching = wetlands)

MEMO

To: Planning & Zoning Commission
From: Ashley Koehler, Contract Planner
Report Date: September 5, 2025
Meeting Date: September 8, 2025
Project Name: Tetonia Area of Impact Code Amendment

SUMMARY

This Memo and attachments present the amendments to the Tetonia Area of Impact Agreement and Boundary. Several discussions and meetings have taken place over the last 2 years the have provided input to shape these amendments into an Ordinance that is ready for a public hearing. The most recent work session held with the BoCC in June 2025 outlined the next steps to adopt the amendments before the end of the year and a subsequent work session was held in August with the City Council and P&Z Commission. **Attached is a red-line version of the Amendments and Boundary Map for PZC to consider and make a recommendation.**

BACKGROUND

The 1995 Tetonia Area of Impact (AOI) Agreement is the effective approved version that Tetonia and the County are currently using (Ordinance 95-081495). In 2008 an updated version was prepared and approved by Tetonia City Council (Ordinance 2008-4) and incorporated into the City Code. However, it was found that this amendment was never adopted by Teton County so is not valid. The County has asked and encouraged the City to update the AOI Agreement now to comply with new state laws and updates were just made with Driggs and Victor. Amendments were made to the State Statute regarding the AOI, so this amendment is requested to be adopted before the end of the year to bring the city's ordinance into compliance.

ANALYSIS

Code Regs	Current	Proposed	Notes	Comments
Land Use Code	City & County	County	Need to ensure Design Standards, Scenic Corridor standards, Off-street parking regs, sign regs from City Code need to apply.	
Zoning Map	City	County	Adopt the County AOI zones designated in the County Land Use Table	
Subdivision Process	City & County	County	County Code requires a Pre-App mtg and City does not. Otherwise hearing process is the same- PZC→ BoCC.	No Joint P&Z Commission. City P&Z review and make a recommendation to City Council and/or BoCC
Subdivision Improvement Standards	City & County	County*	*Ensure that easements for city water/sewer are required in AOI. Possibly City requires sewer cnxs w/in 1000' of city boundary.	
Comprehensive Plan	City & County	City & County		

NEXT STEPS:

1. Public hearing with City Council

2. Public hearings and vote on Ordinance by County
3. Ordinance adopted

Attachments:

A. AOI Boundary Map with notes
B. AOI Ordinance draft

CHAPTER10 ARTICLE 10

IMPACT AREA

9-10-10-1: PURPOSE, APPLICABILITY AND INTENT
9-10-10-2: BOUNDARY OF CITY IMPACT AREA
9-10-10-3: COMPREHENSIVE PLAN AND LAND USE CODE
9-10-10-4: AMENDMENTS
9-10-10-5: ADMINISTRATION AND ENFORCEMENT
9-10-10-6: SPECIAL NOTIFICATION
9-10-10-7: FEES

9-10-10-1: PURPOSE, APPLICABILITY AND INTENT

A. Purpose: The purpose of establishing the city impact area is to identify a logical fringe area in the unincorporated territory surrounding the city where there is potential for development or changes in land use that could have an impact on the area and the city; could impact the timely or economical provision of public services such as water supply, sewage collection and treatment and community service facilities; or could impact the quality of life within the city.

B. Applicability: The city impact area is being adopted and defined pursuant to Idaho Code, section 67-6526, together with any and all amendments thereto, pursuant to mutual agreement between the City of Tetonia and Teton County.

C. Intent: The intent of this article is to define the geographic area of city impact; to set forth those ordinances which will be applicable to the area of city impact; and to comply with the applicable sections of Idaho Code, title 67, chapter 65, as set forth by the Idaho legislature.

9-10-10-2 : BOUNDARY OF CITY IMPACT AREA

The boundaries and zoning district classifications of the area of city impact are defined in Tetonia City Ordinance and are shown on the official City of Tetonia, Area of City Impact Map, "Attachment A dated MONTH YEAR." A copy is on file in the Teton County Planning and Building Department, and the City of Tetonia planning and zoning office. The zoning districts recorded on the map and in the legal description are the official designations for both the city and the county.

9-10-10-3 : COMPREHENSIVE PLAN AND LAND USE CODE

A. The officially adopted and most recent comprehensive plans of Teton County and City of Tetonia and land use code of Teton County together with any subsequent amendments thereto shall apply to the land in the city impact area, with the following additions and/or changes:

1. The subdivision improvement standards shall include a provision that public utility easements may be required for Tetonia city sewer infrastructure for developments within the Area of City Impact.
2. The following Tetonia City Code provisions shall apply in the Area of Impact:
   a. Title 9 Ch 12 Design Review and Standards
   b. Title 9 Ch 10 Scenic Corridor & Natural Open Space
   c. Title 9 Ch 12 Sign Standards

B. . When conflicts occur with regard to an application that includes adjacent land in both the impact area and county, in which case the procedures outlined in subsection B shall be followed to determine the appropriate plan and ordinances.

C. Conflicts Resolved by Agreement In order to provide citizens of Teton County with

a more efficient process for land use administration and to reduce conflict between the city and county jurisdictions, the outlined process shall be followed with regard to applications for land development permits, rezoning and subdividing land that is within the city impact area.

1. An application for a zone change or subdivision that will be built on land one hundred percent within the city impact area shall be processed first through the city planning and zoning commission and the city council in accordance with Tetonia Land Use Code as applicable at the time. After decision by the city council, applications with accompanying documentation shall be forwarded to the County Planning Administrator, who shall schedule a public hearing for the Teton County Planning and Zoning Commission and the Board of County Commissioners. The Commissioners shall hear the application applying the applicable Codes and shall approve, deny or remand back to the city council the proposed application for development.
2. A Land Use application for a Conditional/Special Use Permit, Variance, Design Review, or any other land use permit that requires a Planning & Zoning Commission decision per the County Code, that will be built on land one hundred percent within the city impact area, shall be processed first through the city planning and zoning commission.The Tetonia Planning & Zoning Commission shall make a recommendation to the Teton County Planning & Zoning Commission for their final decision.

    a. Any application for a building permit, sign permit, and/or land use permit that does not require Planning & Zoning Commission review and that will be built on land one hundred percent outside the jurisdictional boundary of the city but within the city impact area shall be coordinated with the city Planning Administrator to confirm zoning and/or Design Review compliance but processed and permitted through the county building department.

3. An application for a zone change or subdivision that will be built on land partially within and outside of the city impact shall require a written determination by the county as to which jurisdiction shall process the application, and which ordinances shall be applied as more restrictive and stringent. The planning administrators from each jurisdiction shall make recommendations to the county commissioners as to which jurisdiction should process the application and which ordinances should be used to process the application. 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. The county commissioners shall approve, deny or remand the recommendations back to the planning administrators for further negotiation and new recommendations.

    a. After approval of the recommendations by the county commissioners, the city or county shall proceed as follows:
        1. If the application is to the city it shall be processed in accordance with 9-10-10-B-1.
        2. If the application is to the county it shall be processed in accordance with the county ordinances.
        3. If required, the final step in the process shall be a public hearing by the county commissioners to approve, deny or remand the application to the city council or the county planning and zoning commission as appropriate.

D. Conflict, Unresolved: All remaining conflicts pertaining to issues within the county, including the city impact area will be resolved by the Teton County Commissioners. Such resolution shall be by majority vote.

9-10-10-4 : AMENDMENTS

A. The method of amending the city impact area herein defined and the boundaries

thereof shall be governed by Idaho Code, section 67-6526(d).

B. Nothing contained herein shall prevent either the City of Tetonia or the county from amending, revising, promulgating or adopting additional ordinances for the purpose of zoning, subdivision, or the general health and welfare for the city impact area herein created.

9-10-10-5 : ADMINISTRATION AND ENFORCEMENT

A. The county planning administrator shall be responsible for the administration and enforcement of all applicable ordinances within the city impact area as outlined in this article.

B. The City of Tetonia Planning and Zoning Commission shall be a recommending body to the City Council. Recommendations from Tetonia City Council shall be forwarded to Teton County and considered by the Teton County Planning and Zoning Commission and/or Board of County Commissioners for all land use actions inside the city impact area.

1. In the case of Land Use applications that do not require City Council review, the recommendation of only the Tetonia Planning and Zoning Commission shall be provided to Teton County for final decision.

C. Amendments to either the city or county comprehensive plans or land use codes, and requests for zoning changes within the city impact area within the unincorporated area of the county shall be reviewed and approved by both governing bodies upon the recommendations from their respective planning and zoning commissions in accordance with title 50 and title 67, Idaho Code.

D. Membership and Term of Planning and Zoning Commission: See Title 9

Chapter 3.9.-10-10-6: SPECIAL NOTIFICATION

In the event an application for rezoning is received by Teton County which requests a rezoning of any lands that lie within one half mile of any boundary of the city impact area, the Teton County Planning and Zoning office shall provide the potentially impacted city written notice of the application for rezoning within ten days of receipt of the application.

9-10-10-7 : FEES

A. Fees for permits authorized pursuant to this article and any requests for amendments to this article shall be set by the mayor and city council by resolution.

1. In the city impact area, all administrative fees associated with land use permits shall be established by the city and paid to the city.

2. Building permit and inspection fees in the city impact area are maintained under county administrative jurisdiction. Building permit fees shall be established by the county and collected by the county.

B. In the event costs are incurred by the City of Tetonia as a result of the administration or enforcement of the city impact area, the City of Tetonia and Teton County agree to share equally such expenses. (Ord. 2008-4)

Teton County Idaho | Planning Department

MEMORANDUM

TO: Board of County Commissioners

FROM: Planning Staff

DATE: October 15, 2025

SUBJECT: Tetonia Area of City Impact

Summary

The City of Tetonia has submitted three documents related to the AOI update. The first document is a report presented to the city P&Z outlining the steps the City has taken in preparing updated materials.

The second document is a redline agreement with language to identify the relevant comprehensive plan and relevant ordinances for application in the Impact Area. The State statute make it clear that the County Comprehensive Plan and Ordinance must be the relevant planning document and ordinances in force until the time of annexation. The County would need to integrate those sections recommended by the City for use into its own AOI ordinance. A fundamental question that is not clear in this is what the zoning should be.

The third document presents a proposal to revise the area of impact boundary. It does not include any rationale for the areas that are maintained. The Area of impact is still quite large relative to the area of the existing city and particularly relative to the core area of the city that is platted as city blocks. An important consideration which has not been addressed is how the City justifies retaining significant areas with natural resources constraints including floodplain, wetlands, and areas of steep slopes that will be difficult to develop at densities comparable to city densities and whether the City has code to address those aspects such as a floodplain ordinance. The updated statute called for a revised area that the City could reasonably expect to annex within the next 5 years. The area that is retained seems unreasonably large against that measure.

Considerations for review procedures.

The Impact Area needs to be renegotiated by the end of this year or it is dissolved. A subsequent work meeting has been discussed with the City for the first Board meeting in November, though a dedicated meeting that meets the City's scheduling needs may need to be scheduled given what needs to be discussed. The County should work towards being prepared for a public hearing on the AOI at the first meeting in December to meet the expectations of State Statute.

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Conclusion: Action Item/ Request:

Prepared By

Joshua Chase,
Planning Administrator

CC:
Attachments:
A. Memo for PZC AOI,

B. Redline of former CIty AOI agreement
C. Revised AOI area proposal

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Teton County Idaho | Planning Department

MEMORANDUM

TO: Board of County Commissioners

FROM: Planning Staff

DATE: October 15, 2025

SUBJECT: LDC Amendment requests

Summary

The County has received several requests from individuals for specific land use table changes to the Land Development Code. At a joint meeting between the BoCC and the PZC, there was previous discussion about how the county should consider specific requests for code amendment changes that fall outside of those sections previously targeted by the PZC, Board, or Planning and other county staff. At that time, it was discussed that there are provisions for individuals to pursue code amendments specifically of interest to or benefitting them by application. The Board can consider and discuss whether several recent requests have a broader public interest that the County should incorporate into the current LDC update effort or to direct the requesters to make a formal application to the county for review of the requested changes.

One consideration in this decision should consider the following criterion under LDC 4-4 which states:

The … amendment constitutes a benefit to the County as a whole and is not solely for the good or benefit of a particular landowner or owners at particular point in time. 4-4-F. 1.d.

The proposed changes include a new use for indoor recreation (specifically within the IR zone), a Drive-in-theater use, and a change to the existing Guest/Dude Ranch use (3-6-9).

Conclusion: Action Item/ Request:

Determine if it is in the broader County interest to sponsor requests for changes to the LDC for specific land uses. Direct the applicants to make applications, or direct to staff to incorporate the proposed changes into the scope of the LDC updates.

Prepared By

Joshua Chase,
Planning Administrator

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Attachments:

A. Drive-in-theater use Code Amendment

B. Change to the existing Guest/Dude Ranch use (3-6-9)

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

3-6-9 Guest/Dude Ranch

A. Defined

A ~~ranch~~ property that provides ~~multi-~~overnight on-site accommodations for guests, and provides an on-site recreational/agricultural activity or immediate access to nearby recreational/agricultural activities, has dining facilities on-site, barns, associated buildings, corrals, pastures, and livestock related to a working ranch, working farm, and/or the recreational activity available to guests. The guest/dude ranch ~~does not~~may include a commercial restaurant, café, or bar that caters to the general public~~, nor does it solicit nightly accommodations~~ and other amenities including active and passive recreation amenities for guests and the general public to utilize. A guest/dude ranch may ~~have limited availability for~~host special events such as a wedding or social gathering.

B. Limited Use Standards

1. Minimum ~~lot~~ size for Guest Dude Ranch shall be twenty (20) acres.
2. The subject property must be adjacent to publicly owned land.
~~2.~~3. The maximum number of guest~~s~~ rooms/units shall be limited to ~~one-half (0.5) guests~~five per acre with a maximum of 60 total guest rooms/units.
~~3.~~4. The applicant will need to provide verification of wastewater treatment system based on Teton County's Septic Capacity Evaluation form. Applicant is responsible for any fees associated with reviews.
~~4.~~5. Where activities require the use of public lands, the dude ranch shall abut these lands or have access to them by an ~~recorded~~ access agreement or easement across intervening lands or by a public road.
~~5.~~6. Use of public lands for the activities provided by the dude ranch shall have permission from the appropriate agency.
~~6.~~7. Central dining facilities shall be provided for guests.
~~7.~~8. Guest units shall ~~not~~ may also have cooking or eating facilities.
~~8.~~9. Approval for food service must be reviewed and approved by the Teton County Fire Marshal.
~~9.~~10. The applicant will need provide verification of a food license or a proved exemption from EIPH.
~~10.~~11. The Guest/Dude Ranch shall comply with all requirements of the local fire district, the state health department, and other public agencies exercising jurisdiction over the establishment or operation.
~~11.~~12. The Fire District, Public Health District, and Teton County Planning Department shall be permitted to perform inspections as in any other business.
~~12.~~13. A guest unit ~~shall~~ may be a permanent structure on a foundation or tiny homes, yurts, tents, tipis, recreational vehicles, or recreational vehicle parking, or other similar facilities. ~~All other structures would fall under campground and permitted as such.~~
~~13.~~14. ~~Up to twelve (12) one (1) day s~~Special events are an allowed use and may be held ~~per year for guests who want to visit but not stay overnight~~.
~~14.~~15. The sale of meals to persons who are not overnight guests of the dude ranch is permitted if all of the limited use standards for food service are complied with~~shall be prohibited, except for special events~~.
~~15.~~16. Guest units shall not be rented or sold for a dwelling unit.
~~16.~~17. A plan shall be submitted that addresses the use of motorized vehicles to, from, and within the site, including description of the types of vehicles and road and trail locations.
~~17.~~18. Employee and guest parking shall be located entirely on-site.
~~18.~~19. The site plan shall also show that a minimum of ~~sixty~~ twenty percent (~~60~~20%) of the property remains as open areas.

~~19.~~20. No person shall be a guest of a Guest/Dude Ranch for more than fourteen (14) consecutive days

3-2-2 Use Table

Use Category/Specific Use	RA-35, Rural Agriculture	LA-35, Lowland Agriculture	FH-10, Foothills	FH-20 Foothills Priority Protection	RR-20, Rural Residential	RN-5, Rural Neighborhood	IR, Industrial Research	AOI-2.5, AOI-20, Areas of Impact	Definition/Standards
Key: P = Permitted L = Limited Use S = Special Use A = Permitted Accessory Use -- = Use Not Permitted									
Drive-In Theater	--	--	--	--	--	L	L	--	Section 3-6-7

Principal Commercial Uses

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3-6-7 Drive-In Theater

A. Defined
An open-air theater facility for presenting, showing, or performing, films, motion pictures, movies, or other entertainment, including, but not limited to, live or recorded theatrical or musical performances, to patrons primarily seated in motor vehicles or other vehicles. A drive-in theater use may include a screen tower, a projection room/facility, ticketing booths, concession facilities, a restaurant with dining, administrative and office spaces, and employee housing. A bona fide drive-in theater generally open to the public and operating with consistent commercially reasonable business hours may also be used as special event facility without additional permitting or approvals.

B. Limited Use Standards
1. Minimum lot size of three (3) acres.
2. Connection to, and service from, a public wastewater treatment facility owned and controlled by a municipality or a public utility provider is required.
3. Any screen tower for the display of films, motion pictures, movies, or other entertainment must be located at least 75 feet from all street right-of-way lines and screen towers may be constructed at a height of up to 60 feet in any zoning district.
4. The viewing projection surface any screen tower for the display of films, motion pictures, movies, or other entertainment shall be oriented away from the primary public right-of-way.
5. Hours of open operations shall be limited to the hours of 8:00 am to 2:00 am the following day.
6. All lighting and illumination of outdoor facilities, including any screen tower, shall be turned off when the drive-in theater is not actively in use and open for operation.

7. Amplified sound systems are permitted, but shall be designed, constructed, and maintained to minimize off-site noise.
8. Notwithstanding anything to the contrary in this LDC, parking lot landscaping, parking lot lighting, parking lot buffer, and driveway access standards shall not apply.
9. The Scenic Corridor overlay development standards and review process are not applicable.
10. With the exception of vehicle and pedestrian entrances and exits, the perimeter of a drive-in theater facility must be fully enclosed with code compliant fencing.
11. Parking minimums apply, but there shall be no limit on maximum number of parking spaces or lot coverage.
12. If applicable, any commercial kitchen facility requires additional review and approval from EIPH prior to operation.
13. Notwithstanding anything to the contrary in this LDC, digital marquee signage is permitted on the back side of any screen(s) erected for the display of films, motion pictures, movies, provided that such signage shall not have scrolling, flashing, or moving messages. The height, sign area, and dimensions of such digital marquee signage may be constructed in excess of any applicable standards with written approval from the planning administrator in connection with the sign permitting requirements and procedures.