TETON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA

Monday, September 14, 2026
9:00 a.m.
Commissioners' Meeting Room
150 Courthouse Dr, 1st Floor
Driggs, ID 83422

ZOOM LINK
*"**Open Mic**" at 9:00 is to speak to **any item on the agenda.***
An agenda posted more than 72-hours prior to the meeting is preliminary and subject to change.

			Pages
1.		MEETING CALL TO ORDER	
2.		PLEDGE OF ALLEGIANCE	
3.		ADOPT AGENDA	
4.		ACTION ITEMS: CONSENT AGENDA	
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6.		PUBLIC WORKS	
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	6.3	Action Item: Bates River Access Park Bank Improvement Design & Permitting	49 - 53
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7.	PLANNING AND ZONING		
	7.1	10:00 AM: Public Hearing & Action Item: Wild Water/Teton West School Zone Change	71 - 93
	7.2	10:15 AM: Public Hearing & Action Item: Spud Drive-In Special Use Permit	94 - 173
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8.	RECREATION		
	8.1	Action Item: Recreational Trails Program Grant - Matching Funds	267 - 267
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	8.4	Action Item: Letter in Support of Easements	273 - 274
9.	PUBLIC APPEARANCE		
	9.1	1:00 P.M.: Leianne Everett, CEO/CFO Teton Valley Health	
10.	PROBATION		
	10.1	Report: Post Graduates	
	10.2	Action Item: MOU with Bannock County for Juvenile Detention	275 - 281
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13.	HUMAN RESOURCES		
	13.1	PTO Rollover Requests	322 - 326
14.	CLERK		
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14.2 Action Item: FY27 Salary List 337 - 340
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15. COMMISSIONERS
15.1 Action Item: Domo Agreement (Revised) 348 - 350
15.2 Commissioners' Reports
15.3 Executive Session: 74-206(1)(b)
15.4 Executive Session: Idaho Code 74-206(1)(f)
16. ADJOURNMENT



Teton County, ID

Expense Approval Report

By Fund

Post Dates 9/14/2026 - 9/14/2026

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					
US BANK	HAMPTON-81871568	09/14/2026	IACRC LODGING	001-01-42000	828.25
				Account 42000 - TRAINING EXPENSES Total:	**828.25**
Account: 42100 - SUPPLIES					
PORTERS OFFICE PRODUCTS	905694	09/14/2026	OFFICE SUPPLIES	001-01-42100	74.31
EASIFILE	86954	09/14/2026	HANGERS	001-01-42100	113.12
				Account 42100 - SUPPLIES Total:	**187.43**
Account: 42322 - ADVERTISING / LEGAL NOTICES					
TETON VALLEY NEWS	762146	09/14/2026	FEES NOTICE	001-01-42322	183.35
TETON VALLEY NEWS	768397	09/14/2026	BUDGET HEARING NOTICE	001-01-42322	1,067.00
				Account 42322 - ADVERTISING / LEGAL NOTICES Total:	**1,250.35**
				Dept 01 - CLERK / AUDITOR Total:	**2,266.03**
Dept: 02 - ASSESSOR					
Account: 42000 - TRAINING EXPENSES					
IDAHO ASSOC OF COUNTY AS...	IACA-26158	09/14/2026	IACA CONF	001-02-42000	185.00
IDAHO ASSOC OF COUNTY AS...	IACA-26159	09/14/2026	IACA CONF	001-02-42000	185.00
				Account 42000 - TRAINING EXPENSES Total:	**370.00**
Account: 42001 - TRAVEL EXPENSES					
US BANK	BESTWEST-215971	09/14/2026	IACA LODGING	001-02-42001	449.97
US BANK	BESTWEST-215972	09/14/2026	IACA LODGING	001-02-42001	449.97
				Account 42001 - TRAVEL EXPENSES Total:	**899.94**
Account: 42100 - SUPPLIES					
US BANK	AMZN-6168229	09/14/2026	POST-TS	001-02-42100	37.77
				Account 42100 - SUPPLIES Total:	**37.77**
				Dept 02 - ASSESSOR Total:	**1,307.71**
Dept: 03 - TREASURER / TAX COLLECTOR					
Account: 42000 - TRAINING EXPENSES					
US BANK	BESTWEST-574776	09/14/2026	IACT LODGING	001-03-42000	220.00
CARD, ELIZABETH ELLEN	REIMB-DRIFTINN	09/14/2026	RUPERT IACT MEALS	001-03-42000	35.00
US BANK	PHILL66-2026	09/14/2026	BURLEY IACT GAS	001-03-42000	65.03
				Account 42000 - TRAINING EXPENSES Total:	**320.03**
				Dept 03 - TREASURER / TAX COLLECTOR Total:	**320.03**
Dept: 04 - SHERIFF					
Account: 42000 - TRAINING EXPENSES					
US BANK	2026-072930	09/14/2026	#25 SRO NURSE BOOTCAMP ...	001-04-42000	325.44
MAJORS, HAGAN	2026-0819	09/14/2026	REIMB LUNCH TRI COUNTY M...	001-04-42000	13.01
BONNEVILLE COUNTY	2026-78	09/14/2026	TRAINING: 27,32,25,24,29	001-04-42000	833.35
				Account 42000 - TRAINING EXPENSES Total:	**1,171.80**
Account: 42090 - MISCELLANEOUS EXPENSES					
BROULIMS	9-590969	09/14/2026	CPS CASE CHILD MEAL	001-04-42090	8.28
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**8.28**
Account: 42120 - INVESTIGATIVE SUPPLIES					
US BANK	2026-0810	09/14/2026	4 BX RUBBER GLOVES	001-04-42120	127.10
US BANK	DC2026-0810	09/14/2026	DRUG TESTING SUPPLIES	001-04-42120	147.01
US BANK	2026-0820	09/14/2026	EVIDENCE BAGS	001-04-42120	124.57
VERIZON WIRELESS	6151805596	09/14/2026	air card investigations	001-04-42120	30.02
TRANSUNION RISK AND ALTE...	202608-1	09/14/2026	AUGUST BACKGROUND INVES...	001-04-42120	100.00
				Account 42120 - INVESTIGATIVE SUPPLIES Total:	**528.70**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 42160 - CWP/SOR PASS THRU EXPENSES					
IDAHO STATE POLICE	20260904	09/14/2026	AUG PRINTS & CWL	001-04-42160	311.00
				Account 42160 - CWP/SOR PASS THRU EXPENSES Total:	**311.00**
Account: 42328 - DUES / MEMBERSHIPS					
IDAHO SHERIFF'S ASSOCIATION	ISA-260279	09/14/2026	TRAINING - DRIVE THE ROAD	001-04-42328	500.00
				Account 42328 - DUES / MEMBERSHIPS Total:	**500.00**
Account: 42520 - POSTAGE					
PEAK INDUSTRIES GROUP LLC	78009	09/14/2026	EVIDENCE SHIP 2608300,2608...	001-04-42520	17.03
PEAK INDUSTRIES GROUP LLC	78446	09/14/2026	EVIDENCE SHIP 2609236	001-04-42520	21.06
PEAK INDUSTRIES GROUP LLC	78657	09/14/2026	EVIDENCE SHIP 2609699,2609...	001-04-42520	16.96
TRENKLE, KATHY	2026-0821	09/14/2026	REIMB CIVIL CERT MAIL	001-04-42520	12.00
PEAK INDUSTRIES GROUP LLC	78919	09/14/2026	EVIDENCE SHIP 2609785,2609...	001-04-42520	32.58
PEAK INDUSTRIES GROUP LLC	79240	09/14/2026	EVIDENCE SHIP 2610129,2610...	001-04-42520	16.96
				Account 42520 - POSTAGE Total:	**116.59**
Account: 42531 - ANIMAL DAMAGE CONTROL #5					
PAWS OF TETON VALLEY	20260502	09/14/2026	RABIES HOLD CALL #2604215	001-04-42531	375.00
				Account 42531 - ANIMAL DAMAGE CONTROL #5 Total:	**375.00**
Account: 42570 - SEARCH & RESCUE					
WEX BANK	114845260	09/14/2026	FUEL	001-04-42570	413.24
				Account 42570 - SEARCH & RESCUE Total:	**413.24**
Account: 42680 - UNIFORMS - CLOTHING					
UNIFORMS 2 GEAR	2026/09/0087	09/14/2026	#22 POST GEAR	001-04-42680	58.55
				Account 42680 - UNIFORMS - CLOTHING Total:	**58.55**
Account: 42700 - K9 UNIT					
US BANK	2026-0731	09/14/2026	K9 SUPPLIES	001-04-42700	186.33
				Account 42700 - K9 UNIT Total:	**186.33**
Account: 43004 - REPAIRS/MAINT-VEHICLES					
MOUNTAIN TOWN CAR WASH	96	09/14/2026	JUNE TCSO FLEET WASHES	001-04-43004	113.40
CLAIR & DEE'S TIRE FACTORY -...	92-2531	09/14/2026	3615 OIL CHANGE	001-04-43004	128.98
TETON VALLEY AUTO REPAIR	72919	09/14/2026	COOLANT SYSTEM REPAIR 85...	001-04-43004	375.72
MOUNTAIN TOWN CAR WASH	98	09/14/2026	TCSO FLEET WASHES	001-04-43004	108.00
				Account 43004 - REPAIRS/MAINT-VEHICLES Total:	**726.10**
Account: 43080 - VEHICLES - FUEL					
WEX BANK	114845260	09/14/2026	FUEL	001-04-43080	1,449.63
JOHN C BERRY & SONS INC	CFSI-10946	09/14/2026	TCSO FLEET FUEL	001-04-43080	6,671.78
				Account 43080 - VEHICLES - FUEL Total:	**8,121.41**
Account: 44026 - BACKGROUND INVESTIGATIONS					
DANIELA BARNHILL	2026-0731	09/14/2026	PRE HIRE BACKGROUND	001-04-44026	400.00
				Account 44026 - BACKGROUND INVESTIGATIONS Total:	**400.00**
Account: 44037 - IDAHO SHERIFFS POLICY					
LAW ENFORCEMENT POLICY C...	IPPM 2026	09/14/2026	ANNUAL FEES	001-04-44037	1,500.00
				Account 44037 - IDAHO SHERIFFS POLICY Total:	**1,500.00**
				Dept 04 - SHERIFF Total:	**14,417.00**
Dept: 05 - COMMISSIONERS					
Account: 42100 - SUPPLIES					
SIDDOWAY, BILLIE	S1053R1	09/14/2026	PROCLAMATION FRAME	001-05-42100	18.09
				Account 42100 - SUPPLIES Total:	**18.09**
				Dept 05 - COMMISSIONERS Total:	**18.09**
Dept: 06 - CORONER					
Account: 42004 - LABS					
NMS LABS	1316798	09/14/2026	TOXICOLOGY LABS	001-06-42004	318.00
				Account 42004 - LABS Total:	**318.00**
Account: 42005 - RADIOLOGY					
FORENSIC RADIOLOGY GROUP...	2025-1348	09/14/2026	FORENSIC RADIOLOGY	001-06-42005	525.00
				Account 42005 - RADIOLOGY Total:	**525.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 42100 - SUPPLIES					
US BANK	ACE-2026-08-11	09/14/2026	LERCH PURCHASE	001-06-42100	17.03
				Account 42100 - SUPPLIES Total:	**17.03**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
US BANK	LERCH-2026-07-31	09/14/2026	OIL CHANGE	001-06-43081	183.54
WEX BANK	114845260	09/14/2026	FUEL	001-06-43081	90.69
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**274.23**
				Dept 06 - CORONER Total:	**1,134.26**
Dept: 07 - PROSECUTING ATTORNEY					
Account: 42000 - TRAINING EXPENSES					
US BANK	BLU [phone redacted]	09/14/2026	ID CRIMINAL & TRAFFIC	001-07-42000	108.95
GODFREY, RYAN	IDSTATEBAR-2026	09/14/2026	REIMBURSEMENT BAR PAYM...	001-07-42000	25.00
				Account 42000 - TRAINING EXPENSES Total:	**133.95**
Account: 42100 - SUPPLIES					
US BANK	AMZN-3985801	09/14/2026	HEADPHONES	001-07-42100	54.47
US BANK	AMZN-4806615	09/14/2026	OFFICE SUPPLIES	001-07-42100	129.89
US BANK	SITHEALTH-2026	09/14/2026	CHAIR	001-07-42100	233.96
				Account 42100 - SUPPLIES Total:	**418.32**
Account: 44005 - OUTSIDE COUNSEL PROSECUTION					
RKG LEGAL SOLUTIONS	2609	09/14/2026	OUTSIDE PROSECUTION	001-07-44005	10,333.00
				Account 44005 - OUTSIDE COUNSEL PROSECUTION Total:	**10,333.00**
Account: 44006 - OUTSIDE COUNSEL - CIVIL					
HOPKINS RODEN CROCKETT H...	43096	09/14/2026	OUTSIDE CIVIL	001-07-44006	3,140.00
				Account 44006 - OUTSIDE COUNSEL - CIVIL Total:	**3,140.00**
Account: 44007 - OUTSIDE COUNSEL - LITIGATION					
HALL ANGELL & ASSOCIATES, ...	18500	09/14/2026	OUTSIDE LITIGATION	001-07-44007	1,435.00
HALL ANGELL & ASSOCIATES, ...	18501	09/14/2026	OUTSIDE LITIGATION	001-07-44007	2,855.00
HALL ANGELL & ASSOCIATES, ...	18502	09/14/2026	OUTSIDE LITIGATION	001-07-44007	675.00
HOPKINS RODEN CROCKETT H...	43097	09/14/2026	OUTSIDE LITIGATION	001-07-44007	3,686.00
				Account 44007 - OUTSIDE COUNSEL - LITIGATION Total:	**8,651.00**
Account: 44067 - HARDWARE & SOFTWARE					
US BANK	LEXIS-3096616589	09/14/2026	SOFTWARE	001-07-44067	445.00
				Account 44067 - HARDWARE & SOFTWARE Total:	**445.00**
Account: 45010 - CELL PHONE					
TRUSTY, TREY	CELL-2026	09/14/2026	MAY 2026 - SEP 2026	001-07-45010	260.00
SMITH, BAILEY	CELL-2026	09/14/2026	MAY 2026 - SEP 2026	001-07-45010	260.00
				Account 45010 - CELL PHONE Total:	**520.00**
				Dept 07 - PROSECUTING ATTORNEY Total:	**23,641.27**
Dept: 08 - PUBLIC WORKS DIRECTOR					
Account: 42000 - TRAINING EXPENSES					
US BANK	MCKISSOCK-498504891	09/14/2026	CE REGISTRATION	001-08-42000	59.00
				Account 42000 - TRAINING EXPENSES Total:	**59.00**
Account: 42328 - DUES / MEMBERSHIPS					
US BANK	DOPL-2026	09/14/2026	DOPL REGISTRATION	001-08-42328	120.00
				Account 42328 - DUES / MEMBERSHIPS Total:	**120.00**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
WEX BANK	114845260	09/14/2026	FUEL	001-08-43081	314.36
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**314.36**
				Dept 08 - PUBLIC WORKS DIRECTOR Total:	**493.36**
Dept: 09 - COURTHOUSE					
Account: 42058 - FIRE & ELEVATOR-ALL EXPENSES					
PREVENT FIRE CO LLC	32868	09/14/2026	FIRE EXTINGUISHER MAINTEN...	001-09-42058	338.00
				Account 42058 - FIRE & ELEVATOR-ALL EXPENSES Total:	**338.00**
Account: 42100 - SUPPLIES					
ACE HARDWARE	356468	09/14/2026	TOUCH UP PAINT	001-09-42100	36.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE	356498	09/14/2026	MAINTENANCE SUPPLIES	001-09-42100	21.00
				Account 42100 - SUPPLIES Total:	**57.26**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
WEX BANK	114845260	09/14/2026	FUEL	001-09-43081	363.84
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**363.84**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
WINGFOOT CORPORATON FAC..	26-01038	09/14/2026	CLEANING SERVICES - AUG26	001-09-44000	5,615.13
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**5,615.13**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1087.01 AUG26	09/14/2026	WATER & SEWER	001-09-45001	593.04
				Account 45001 - UTILITIES-SEWER Total:	**593.04**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750015 AUG26	09/14/2026	ELECTRICITY	001-09-45004	1,634.47
				Account 45004 - ELECTRICITY Total:	**1,634.47**
				Dept 09 - COURTHOUSE Total:	**8,601.74**
Dept: 11 - EMERGENCY MANAGEMENT					
Account: 42000 - TRAINING EXPENSES					
US BANK	BROUL-2026-08-11	09/14/2026	EVACUATION SNACKS	001-11-42000	48.79
US BANK	TETONTHAI-2026	09/14/2026	WORKING EM DINNER	001-11-42000	52.46
WHEELER ELECTRIC INC	3879	09/14/2026	ELECTRICIAN	001-11-42000	345.00
				Account 42000 - TRAINING EXPENSES Total:	**446.25**
Account: 43000 - REPAIRS/MAINT-EQUIPMENT					
ACE HARDWARE	356391	09/14/2026	DRYWALL ANCHORS	001-11-43000	13.01
				Account 43000 - REPAIRS/MAINT-EQUIPMENT Total:	**13.01**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
WEX BANK	114845260	09/14/2026	FUEL	001-11-43081	229.66
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**229.66**
Account: 45012 - CELL TOWER ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750022 AUG26	09/14/2026	ELECTRICITY	001-11-45012	132.49
				Account 45012 - CELL TOWER ELECTRICITY Total:	**132.49**
				Dept 11 - EMERGENCY MANAGEMENT Total:	**821.41**
Dept: 13 - EXTENSION					
Account: 42001 - TRAVEL EXPENSES					
WERLIN, JEN	GRANTSMEETING2026	09/14/2026	E IDAHO GRANTS MEETING	001-13-42001	52.93
				Account 42001 - TRAVEL EXPENSES Total:	**52.93**
Account: 42053 - OFFICE RENT & UTILITIES					
MAGPIE PROPERTIES LLC	2026-09	09/14/2026	SEPT RENT	001-13-42053	600.00
				Account 42053 - OFFICE RENT & UTILITIES Total:	**600.00**
Account: 42090 - MISCELLANEOUS EXPENSES					
US BANK	BASIN-2026-07-27	09/14/2026	JUDGE ICE	001-13-42090	5.52
US BANK	BROUL-2026-07-29	09/14/2026	JUDGE EXPENSES	001-13-42090	30.95
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**36.47**
Account: 42100 - SUPPLIES					
US BANK	BROUL-09-605983	09/14/2026	OFFICE SUPPLIES	001-13-42100	5.59
SUMMIT FACILITY SUPPLY	INV/2026/01267	09/14/2026	OFFICE SUPPLIES	001-13-42100	217.55
				Account 42100 - SUPPLIES Total:	**223.14**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
WEX BANK	114845260	09/14/2026	FUEL	001-13-43081	37.54
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**37.54**
				Dept 13 - EXTENSION Total:	**950.08**
Dept: 14 - INFORMATION TECHNOLOGY					
Account: 42000 - TRAINING EXPENSES					
BARNUM, RUSSELL	SAINTCON2026	09/14/2026	IT TRAINING	001-14-42000	435.00
HANSEN, HYRUM L	CISA-FOOD	09/14/2026	CISA FOOD	001-14-42000	103.29
BARNUM, RUSSELL	HOTEL-2026	09/14/2026	PROVO HOTEL	001-14-42000	479.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOIT TRAINING LLC	TOIT-2670	09/14/2026	IT TRAINING	001-14-42000	1,495.00
				Account 42000 - TRAINING EXPENSES Total:	**2,512.71**
Account: 42090 - MISCELLANEOUS EXPENSES					
US BANK	HOMEDEPOT-54942	09/14/2026	IT ROOM PAINT	001-14-42090	26.98
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**26.98**
Account: 42190 - SUPPLIES: CABLES, ETC.					
US BANK	AMZN-9391415	09/14/2026	DISPATCH FANS	001-14-42190	43.45
US BANK	AMZN-6343460	09/14/2026	PHONE CASE, SATA INTERFACE	001-14-42190	41.74
US BANK	AMZN-4510620	09/14/2026	HDMI SPLITTERS	001-14-42190	108.56
US BANK	AMZN-5929838	09/14/2026	TV MOUNTS	001-14-42190	123.89
US BANK	AMZN-6797001	09/14/2026	TRAINING TV	001-14-42190	349.99
US BANK	AMZN-9685814	09/14/2026	TVs	001-14-42190	339.97
US BANK	AMZN-9319405	09/14/2026	POWER STRIPS	001-14-42190	56.45
HANSEN, HYRUM L	ANCHORS	09/14/2026	SHEETROCK ANCHORS	001-14-42190	11.15
				Account 42190 - SUPPLIES: CABLES, ETC. Total:	**1,075.20**
Account: 43119 - COPIER MAINTENANCE					
PACIFIC OFFICE AUTOMATION	AR00767735	09/14/2026	SW COPIER	001-14-43119	13.01
				Account 43119 - COPIER MAINTENANCE Total:	**13.01**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
AH DIGITAL FX STUDIOS INC	00215-0003465	09/14/2026	DNS HELP	001-14-44000	82.50
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**82.50**
Account: 44078 - CONTRACTS- WEB PAGE					
US BANK	GODADDY-4153861215	09/14/2026	SO DOMAIN	001-14-44078	23.19
				Account 44078 - CONTRACTS- WEB PAGE Total:	**23.19**
Account: 45005 - LANDLINE PHONES & INTERNET					
US BANK	STAR-4S0J8UP20PV	09/14/2026	ALT ISP	001-14-45005	55.00
SILVER STAR COMMUNICATI...	2026-09-01	09/14/2026	INTERNET	001-14-45005	487.86
				Account 45005 - LANDLINE PHONES & INTERNET Total:	**542.86**
Account: 45010 - CELL PHONE					
AT&T MOBILITY [phone redacted]	287318275404X09012026	09/14/2026	CELL PHONES	001-14-45010	6,935.55
				Account 45010 - CELL PHONE Total:	**6,935.55**
				Dept 14 - INFORMATION TECHNOLOGY Total:	**11,212.00**
Dept: 17 - LAW ENFORCEMENT CENTER					
Account: 42100 - SUPPLIES					
US BANK	COSTCO212264	09/14/2026	DISPATCH PAPER TOWELS	001-17-42100	22.04
				Account 42100 - SUPPLIES Total:	**22.04**
Account: 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS					
MR. CHRIS APPLIANCE REPAIR,...	1691	09/14/2026	REPAIR WASHING MACHING	001-17-43002	212.45
				Account 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS Total:	**212.45**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1147.01 AUG26	09/14/2026	WATER & SEWER	001-17-45001	487.30
				Account 45001 - UTILITIES-SEWER Total:	**487.30**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750013 AUG26	09/14/2026	ELECTRICITY	001-17-45004	1,071.83
				Account 45004 - ELECTRICITY Total:	**1,071.83**
				Dept 17 - LAW ENFORCEMENT CENTER Total:	**1,793.62**
Dept: 19 - DISPATCH					
Account: 42100 - SUPPLIES					
SIDDOWAY, BILLIE	53555345	09/14/2026	DISPATCH CHAIRS	001-19-42100	1,444.83
				Account 42100 - SUPPLIES Total:	**1,444.83**
				Dept 19 - DISPATCH Total:	**1,444.83**
Dept: 20 - JAIL					
Account: 42230 - PRISONER - MED, HOSPITALS, ETC					
MADISON PARK DENTAL CENT...	2026-0609	09/14/2026	inmate dental treatment -TJ	001-20-42230	109.46
MADISON PARK DENTAL CENT...	2026-0728	09/14/2026	INMATE DENTAL TREATMENT ...	001-20-42230	34.55

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INDIGENT HEALTHCARE SOLUT..	82676	09/14/2026	INMATE MEDICAL PRICING	001-20-42230	56.22
			Account 42230 - PRISONER - MED, HOSPITALS, ETC Total:		**200.23**
			Dept 20 - JAIL Total:		**200.23**
Dept: 21 - PLANNING					
Account: 42000 - TRAINING EXPENSES					
US BANK	APA-2026	09/14/2026	APA CONF REG	001-21-42000	325.00
US BANK	APA-03382	09/14/2026	APA CONF	001-21-42000	250.00
US BANK	APA-03383	09/14/2026	APA CONF	001-21-42000	250.00
			Account 42000 - TRAINING EXPENSES Total:		**825.00**
Account: 42090 - MISCELLANEOUS EXPENSES					
ACE HARDWARE	355808	09/14/2026	NUMBERS	001-21-42090	-10.02
POWDER MOUNTAIN PRESS	2161	09/14/2026	COUNTY ALMANAC	001-21-42090	15,000.00
			Account 42090 - MISCELLANEOUS EXPENSES Total:		**14,989.98**
Account: 42100 - SUPPLIES					
US BANK	AMZN-1687420	09/14/2026	PENS, FOLDERS	001-21-42100	51.88
US BANK	AMZN-4409865	09/14/2026	STAPLERS, PENS, TAPE, MAGN...	001-21-42100	176.92
			Account 42100 - SUPPLIES Total:		**228.80**
Account: 42322 - ADVERTISING / LEGAL NOTICES					
TETON VALLEY NEWS	767005	09/14/2026	BOCC MEETING	001-21-42322	176.00
TETON VALLEY NEWS	767015	09/14/2026	P&Z SESSION	001-21-42322	119.00
TETON VALLEY NEWS	770583	09/14/2026	P&Z LEGAL	001-21-42322	204.50
			Account 42322 - ADVERTISING / LEGAL NOTICES Total:		**499.50**
Account: 43080 - VEHICLES - FUEL					
PETROVIC, MATTHEW	101	09/14/2026	2015 CHEVY REPAIRS	001-21-43080	175.00
			Account 43080 - VEHICLES - FUEL Total:		**175.00**
			Dept 21 - PLANNING Total:		**16,718.28**
Dept: 22 - BUILDING					
Account: 42100 - SUPPLIES					
OFFICE DEPOT	44727838	09/14/2026	PRINTER PAPER	001-22-42100	97.98
			Account 42100 - SUPPLIES Total:		**97.98**
Account: 43004 - REPAIRS/MAINT-VEHICLES					
US BANK	TAYLOR-5106304	09/14/2026	2015 COLORADO PARTS	001-22-43004	569.32
TAYLOR CHEVROLET	6213705	09/14/2026	2015 COLORADO REPAIRS	001-22-43004	264.00
			Account 43004 - REPAIRS/MAINT-VEHICLES Total:		**833.32**
Account: 43080 - VEHICLES - FUEL					
WEX BANK	114845260	09/14/2026	FUEL	001-22-43080	492.91
			Account 43080 - VEHICLES - FUEL Total:		**492.91**
			Dept 22 - BUILDING Total:		**1,424.21**
Dept: 31 - ARMORY (AKA ANNEX)					
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
CARPET DIRECT & FLOORING L...	29859	09/14/2026	RENOVATION CARPET INSTAL...	001-31-44000	3,718.00
LIGHTHOUSE ELECTRIC LLC	1351	09/14/2026	RENOVATION - ELECTRICAL IN...	001-31-44000	4,700.00
			Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:		**8,418.00**
			Dept 31 - ARMORY (AKA ANNEX) Total:		**8,418.00**
Dept: 32 - BUXTON AVE					
Account: 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS					
AJ LOCKSMITH SERVICES	1338	09/14/2026	REPAIR DOOR LOCK	001-32-43002	113.50
			Account 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS Total:		**113.50**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.0392.01 AUG26	09/14/2026	WATER & SEWER	001-32-45001	130.63
CITY OF DRIGGS UTILITIES	9.1723.01 AUG26	09/14/2026	WATER & SEWER	001-32-45001	154.28
			Account 45001 - UTILITIES-SEWER Total:		**284.91**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750001 AUG26	09/14/2026	ELECTRICITY	001-32-45004	63.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FALL RIVER RURAL ELECTRIC	2750005 AUG26	09/14/2026	ELECTRICITY	001-32-45004	122.61
				Account 45004 - ELECTRICITY Total:	**186.03**
				Dept 32 - BUXTON AVE Total:	**584.44**
				Fund 001 - GENERAL FUND (CURRENT EXPENSE) Total:	**95,766.59**
Fund: 202 - ROAD & BRIDGE					
Dept: 00 - NO DEPARTMENT					
Account: 42093 - LAUNDRY/UNIFORM					
HIGH COUNTRY LINEN	0586924	09/14/2026	LAUNDRY	202-00-42093	60.50
HIGH COUNTRY LINEN	0588386	09/14/2026	LAUNDRY	202-00-42093	60.50
HIGH COUNTRY LINEN	0589813	09/14/2026	LAUNDRY	202-00-42093	60.50
HIGH COUNTRY LINEN	0591241	09/14/2026	LAUNDRY	202-00-42093	60.50
				Account 42093 - LAUNDRY/UNIFORM Total:	**242.00**
Account: 42100 - SUPPLIES					
US BANK	5190743	09/14/2026	CARDS	202-00-42100	41.17
				Account 42100 - SUPPLIES Total:	**41.17**
Account: 42152 - SUPPLIES - SHOP					
ACE HARDWARE	356471-1	09/14/2026	SHOP SUPPLIES	202-00-42152	33.80
NAPA AUTO PARTS	209880	09/14/2026	SHOP SUPPLIES	202-00-42152	50.57
AIRGAS USA, LLC	[phone redacted]	09/14/2026	SHIOP EQUIPMENT	202-00-42152	66.04
				Account 42152 - SUPPLIES - SHOP Total:	**150.41**
Account: 42326 - CONTINGENCY ACCOUNT					
US BANK	105	09/14/2026	ICE	202-00-42326	30.83
US BANK	1	09/14/2026	LUNCH FOR CREW DURING CH...	202-00-42326	179.03
US BANK	107	09/14/2026	ICE	202-00-42326	38.29
				Account 42326 - CONTINGENCY ACCOUNT Total:	**248.15**
Account: 43000 - REPAIRS/MAINT-EQUIPMENT					
US BANK	136417324	09/14/2026	REPAIRS EQUIPMENT	202-00-43000	17.36
NAPA AUTO PARTS	208842	09/14/2026	EQUIPMENT	202-00-43000	147.44
NAPA AUTO PARTS	208960	09/14/2026	EQUIPMENT	202-00-43000	607.39
METROQUIP	P39697	09/14/2026	REPAIRS/PARTS EQUIPMENT	202-00-43000	597.75
METROQUIP	P39805	09/14/2026	EQUIPMENT	202-00-43000	993.24
WALK-N-ROLL	3512	09/14/2026	HUB & SPINDLE PLATE	202-00-43000	405.21
NAPA AUTO PARTS	209749	09/14/2026	OIL FILTER	202-00-43000	4.55
O'REILLY AUTO PARTS	5592-385762	09/14/2026	REPAIR EQUIPMENT	202-00-43000	108.20
C&B OPERATIONS	13826597	09/14/2026	REPAIR EQUIPMENT	202-00-43000	167.41
NAPA AUTO PARTS	209855	09/14/2026	REPAIR EQUIPMENT	202-00-43000	172.92
JACKSON GROUP PETERBILT	716877IF	09/14/2026	REPAIR EQUIPMENT	202-00-43000	50.33
METROQUIP	P40045	09/14/2026	MOWER PARTS	202-00-43000	287.82
				Account 43000 - REPAIRS/MAINT-EQUIPMENT Total:	**3,559.62**
Account: 43021 - SAFETY EQUIPMENT					
A-1 FIRE PRO	29097	09/14/2026	FIRE EXTINGUISHER RECHARGE	202-00-43021	204.00
SALT CITY SALES	204669	09/14/2026	SAFETY EQUIPMENT	202-00-43021	298.44
CHAMPLIN, BEN	1	09/14/2026	REIMBURSEMENT	202-00-43021	116.55
TRENT SNELL	1	09/14/2026	REIMBURSEMENT	202-00-43021	200.00
CLIFTON, WILLIAM	1	09/14/2026	REIMBURSEMENT	202-00-43021	200.00
BALL, BLAINE	1	09/14/2026	REIMBURSEMENT	202-00-43021	200.00
				Account 43021 - SAFETY EQUIPMENT Total:	**1,218.99**
Account: 43022 - TRAFFIC CONTROL: SIGNS					
SAFETY SUPPLY & SIGN	199109	09/14/2026	SIGN	202-00-43022	296.06
SAFETY SUPPLY & SIGN	199228	09/14/2026	SIGN	202-00-43022	67.81
SAFETY SUPPLY & SIGN	199232	09/14/2026	SIGN	202-00-43022	111.38
ULINE	212580946	09/14/2026	ROAD BARRIER	202-00-43022	7,120.00
ULINE	212603843	09/14/2026	ROAD BARRIER	202-00-43022	7,120.00
SAFETY SUPPLY & SIGN	199281	09/14/2026	SIGNS	202-00-43022	3,408.72
				Account 43022 - TRAFFIC CONTROL: SIGNS Total:	**18,123.97**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 43024 - VEHICLES - TIRES					
CLAIR & DEES POINT S - DRIG...	1467	09/14/2026	PLAT REPAIR	202-00-43024	21.68
				Account 43024 - VEHICLES - TIRES Total:	**21.68**
Account: 43080 - VEHICLES - FUEL					
JOHN C BERRY & SONS INC	SI-71252	09/14/2026	FUEL GAURD	202-00-43080	484.24
				Account 43080 - VEHICLES - FUEL Total:	**484.24**
Account: 43082 - VEHICLES - LUBRICANTS					
O'REILLY AUTO PARTS	6899-232167	09/14/2026	OIL	202-00-43082	111.23
NAPA AUTO PARTS	209867	09/14/2026	COOLANT	202-00-43082	59.94
				Account 43082 - VEHICLES - LUBRICANTS Total:	**171.17**
Account: 43086 - RECONSTRUCT ROAD					
CEDARPOINT HEAVY HAUL	4467	09/14/2026	CONTRACT TRUCKING	202-00-43086	6,311.25
CEDARPOINT HEAVY HAUL	4487	09/14/2026	CONTRACT TRUCKING	202-00-43086	4,252.50
CEDARPOINT HEAVY HAUL	4498	09/14/2026	CONTRACT TRUCKING	202-00-43086	3,881.25
CEDARPOINT HEAVY HAUL	4505	09/14/2026	CONTRACT TRUCKING	202-00-43086	3,611.25
AVAIL VALLEY CONSTRUCTION...	1336	09/14/2026	S5000W	202-00-43086	344,187.00
				Account 43086 - RECONSTRUCT ROAD Total:	**362,243.25**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
PREVENT FIRE CO LLC	32867	09/14/2026	FIRE EXTINGUISHER MAINTEN...	202-00-44000	97.00
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**97.00**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.0003.01 AUG26	09/14/2026	WATER & SEWER	202-00-45001	910.87
				Account 45001 - UTILITIES-SEWER Total:	**910.87**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750012 AUG26	09/14/2026	ELECTRICITY	202-00-45004	39.00
FALL RIVER RURAL ELECTRIC	2750023 AUG26	09/14/2026	ELECTRICITY	202-00-45004	412.16
				Account 45004 - ELECTRICITY Total:	**451.16**
Account: 82100 - GRANT MATCHES					
HDR ENGINEERING INC.	1200850836	09/14/2026	SS4A	202-00-82100	1,348.94
HK CONTRACTORS, INC.	SH33-04	09/14/2026	SH33	202-00-82100	26,687.82
HDR ENGINEERING INC.	1200857374	09/14/2026	SS4A	202-00-82100	2,795.46
ATLAS TECHNICAL CONSULTA...	41231	09/14/2026	SH33	202-00-82100	399.82
				Account 82100 - GRANT MATCHES Total:	**31,232.04**
				Dept 00 - NO DEPARTMENT Total:	**419,195.72**
				Fund 202 - ROAD & BRIDGE Total:	**419,195.72**
Fund: 206 - DISTRICT COURT & PROBATION					
Dept: 61 - DISTRICT COURT					
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
JOYCE, SCOTT	2026-07-15	09/14/2026	INTERPRETER 7/15/26	206-61-44000	676.78
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**676.78**
Account: 45010 - CELL PHONE					
WALKER, JASON	CELL-2026	09/14/2026	CELL STIPEND OCT, NOV, DEC, ...	206-61-45010	234.00
HERMOSILLO, GABRIELA	CELL-2026	09/14/2026	CELL STIPEND FY26	206-61-45010	264.00
HILL, SUSAN	CELL-2026	09/14/2026	CELL STIPEND FY26	206-61-45010	624.00
HEWARD, SHAYDIN	CELL-2026	09/14/2026	CELL STIPEND FY26	206-61-45010	132.00
SPILLMAN, JASON S	CELL-2026	09/14/2026	CELL STIPEND MAY, JUN, JUL, ...	206-61-45010	260.00
BYMAN, CORTNEY	CELL-2026	09/14/2026	CELL STIPEND FY26	206-61-45010	264.00
				Account 45010 - CELL PHONE Total:	**1,778.00**
				Dept 61 - DISTRICT COURT Total:	**2,454.78**
Dept: 62 - PROBATION					
Account: 42056 - ANKLE MONITORING					
SATELLITE TRACKING OF PEOP...	STPINV00138371	09/14/2026	ANKLE MONITORING	206-62-42056	162.50
				Account 42056 - ANKLE MONITORING Total:	**162.50**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 42090 - MISCELLANEOUS EXPENSES					
CENTER FOR HOPE	002	09/14/2026	SUPPORT FUNDS	206-62-42090	2,500.00
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**2,500.00**
Account: 42100 - SUPPLIES					
US BANK	AMZN-0637834	09/14/2026	DRUG TESTING	206-62-42100	64.95
				Account 42100 - SUPPLIES Total:	**64.95**
Account: 42680 - UNIFORMS - CLOTHING					
US BANK	LAGEAR-2026	09/14/2026	UNIFORMS	206-62-42680	6.00
				Account 42680 - UNIFORMS - CLOTHING Total:	**6.00**
Account: 43080 - VEHICLES - FUEL					
WEX BANK	114845260	09/14/2026	FUEL	206-62-43080	331.17
				Account 43080 - VEHICLES - FUEL Total:	**331.17**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
US BANK	GREASEMONKEY-2026-07-29	09/14/2026	GMC TERRAIN	206-62-43081	166.15
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**166.15**
Account: 44001 - DRUG & ALCOHOL TESTING					
REDWOOD TOXICOLOGY LAB...	01371020268	09/14/2026	TESTING	206-62-44001	373.94
				Account 44001 - DRUG & ALCOHOL TESTING Total:	**373.94**
Account: 44004 - supplies					
US BANK	AMZN-0637834	09/14/2026	DRUG TESTING	206-62-44004	103.98
REDWOOD TOXICOLOGY LAB...	882696	09/14/2026	TESTING SUPPLIES	206-62-44004	2,290.00
				Account 44004 - supplies Total:	**2,393.98**
				Dept 62 - PROBATION Total:	**5,998.69**
				Fund 206 - DISTRICT COURT & PROBATION Total:	**8,453.47**
Fund: 215 - CONSOLIDATED ELECTIONS					
Dept: 00 - NO DEPARTMENT					
Account: 44067 - HARDWARE & SOFTWARE					
TENEX SOFTWARE SOLUTIONS	4116	09/14/2026	TENEX SOFTWARE	215-00-44067	2,700.00
				Account 44067 - HARDWARE & SOFTWARE Total:	**2,700.00**
				Dept 00 - NO DEPARTMENT Total:	**2,700.00**
				Fund 215 - CONSOLIDATED ELECTIONS Total:	**2,700.00**
Fund: 220 - REVALUATION					
Dept: 00 - NO DEPARTMENT					
Account: 44076 - CONTRACTS - APPRAISALS					
MARSHALL APPRAISAL, INC.	2026-09	09/14/2026	AUG/SEP REVALUATIONS	220-00-44076	17,460.00
				Account 44076 - CONTRACTS - APPRAISALS Total:	**17,460.00**
				Dept 00 - NO DEPARTMENT Total:	**17,460.00**
				Fund 220 - REVALUATION Total:	**17,460.00**
Fund: 223 - SOLID WASTE					
Dept: 00 - NO DEPARTMENT					
Account: 42100 - SUPPLIES					
ACE HARDWARE	355759/1	09/14/2026	Hinges for Battery Sorting Stat...	223-00-42100	11.33
ACE HARDWARE	354995-X	09/14/2026	NUMBERS	223-00-42100	10.02
ACE HARDWARE	355890/1	09/14/2026	Hinges for Battery Box	223-00-42100	6.13
NAPA AUTO PARTS	209047	09/14/2026	Def and Rags	223-00-42100	79.83
ACE HARDWARE	356187/1	09/14/2026	Supplies for work on sorting p...	223-00-42100	21.92
ACE HARDWARE	356256/1	09/14/2026	Wasp Spray and Windsheild W..	223-00-42100	24.64
NAPA AUTO PARTS	209747	09/14/2026	Windsheild Wiper Fluid	223-00-42100	8.42
				Account 42100 - SUPPLIES Total:	**162.29**
Account: 42108 - SUPPLIES-SORT TENT/RECYCLING					
ACCENT WIRE-TIE	10117031	09/14/2026	Baling Wire for Recyclables	223-00-42108	3,960.70
PEAK INDUSTRIES GROUP LLC	78050	09/14/2026	Magnetic signs for Recycling	223-00-42108	712.34
ACE HARDWARE	355934/1	09/14/2026	Clasp for Battery Recycling Box	223-00-42108	7.06
				Account 42108 - SUPPLIES-SORT TENT/RECYCLING Total:	**4,680.10**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Account: 42322 - ADVERTISING / LEGAL NOTICES					
US BANK	usi26-06938772	09/14/2026	Hiring Ad	223-00-42322	506.45
				Account 42322 - ADVERTISING / LEGAL NOTICES Total:	**506.45**
Account: 42974 - PROFESSIONAL SERVICES					
HIGH COUNTRY LINEN	0590948	09/14/2026	Laundry Services	223-00-42974	13.32
PARKERS SEPTIC TANK SERVICE	68263	09/14/2026	Portapotty Rental	223-00-42974	158.98
RAPID RESULTS BACKGROUND...	12550	09/14/2026	Background check on potential..	223-00-42974	24.95
				Account 42974 - PROFESSIONAL SERVICES Total:	**197.25**
Account: 43000 - REPAIRS/MAINT-EQUIPMENT					
KAUFMANS OK TIRE STORE	54781	09/14/2026	Tire Replacement	223-00-43000	281.24
WESTERN STATES EQUIPMENT..	in003717067	09/14/2026	Maintenance Service to 305	223-00-43000	2,402.95
NAPA AUTO PARTS	209531	09/14/2026	New Batteries for scissor lift	223-00-43000	723.56
VARELA REPAIRS AND SERVIC...	2005c7500 (9/2026)	09/14/2026	Oil Change and check up on C...	223-00-43000	1,330.00
				Account 43000 - REPAIRS/MAINT-EQUIPMENT Total:	**4,737.75**
Account: 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS					
ACE HARDWARE	356020/1	09/14/2026	Supplies for Work on the Floor..	223-00-43002	172.59
A-1 FIRE PRO	29095	09/14/2026	Fire Extinguisher inspection re...	223-00-43002	262.00
LP HOME IMPROVEMENT LLC	240	09/14/2026	Electric work on Recycling Ten...	223-00-43002	400.00
				Account 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS Total:	**834.59**
Account: 43080 - VEHICLES - FUEL					
NAPA AUTO PARTS	209047	09/14/2026	Def and Rags	223-00-43080	94.74
JOHN C BERRY & SONS INC	113382	09/14/2026	Diesel Fuel	223-00-43080	1,466.33
NAPA AUTO PARTS	209336	09/14/2026	Def	223-00-43080	126.32
JOHN C BERRY & SONS INC	113405	09/14/2026	Diesel Fuel	223-00-43080	1,680.67
WEX BANK	114845260	09/14/2026	FUEL	223-00-43080	372.34
				Account 43080 - VEHICLES - FUEL Total:	**3,740.40**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
ROCKY MOUNTAIN ENVIRON...	12-0094-50	09/14/2026	LANDFILL CAP	223-00-44000	15,635.54
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**15,635.54**
Account: 44079 - HAZARDOUS WASTE DISPOSAL					
ONUSKANYCH, MEGAN	00065942	09/14/2026	Hazardous Waste Disposal Re...	223-00-44079	35.00
				Account 44079 - HAZARDOUS WASTE DISPOSAL Total:	**35.00**
Account: 44080 - HAULING TO LANDFILLS					
EASTERN IDAHO REGIONAL S...	1036	09/14/2026	Tipping and Hauling Services	223-00-44080	11,540.88
				Account 44080 - HAULING TO LANDFILLS Total:	**11,540.88**
Account: 44081 - TIPPING FEES					
EASTERN IDAHO REGIONAL S...	1036	09/14/2026	Tipping and Hauling Services	223-00-44081	107,487.96
				Account 44081 - TIPPING FEES Total:	**107,487.96**
Account: 44082 - TIRES CONTRACT					
EASTERN IDAHO REGIONAL S...	1036	09/14/2026	Tipping and Hauling Services	223-00-44082	1,500.00
				Account 44082 - TIRES CONTRACT Total:	**1,500.00**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1133.01 - AUG26	09/14/2026	WATER & SEWER	223-00-45001	101.63
				Account 45001 - UTILITIES-SEWER Total:	**101.63**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750010 AUG26	09/14/2026	ELECTRICITY	223-00-45004	440.20
FALL RIVER RURAL ELECTRIC	2750016 AUG26	09/14/2026	ELECTRICITY	223-00-45004	39.00
FALL RIVER RURAL ELECTRIC	2750007 AUG26	09/14/2026	ELECTRICITY	223-00-45004	10.00
				Account 45004 - ELECTRICITY Total:	**489.20**
Account: 80500 - CAPITAL-OTHER					
ZIONS BANK ENTERPRISE LOA...	0001010000511897-2026	09/14/2026	LANDFILL BOND PAYMENT	223-00-80500	147,360.00
				Account 80500 - CAPITAL-OTHER Total:	**147,360.00**
Account: 81000 - LOADER LEASE					
ARNOLD MACHINERY COMPA...	rs1003522-16	09/14/2026	L60H Rental	223-00-81000	1,664.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARNOLD MACHINERY COMPA...	rs1002704-22	09/14/2026	L60H Rental 8/30/2026 throu...	223-00-81000	1,000.00
				Account 81000 - LOADER LEASE Total:	**2,664.00**
				Dept 00 - NO DEPARTMENT Total:	**301,673.04**
				Fund 223 - SOLID WASTE Total:	**301,673.04**
Fund: 227 - WEEDS					
Dept: 00 - NO DEPARTMENT					
Account: 42100 - SUPPLIES					
US BANK	TSC-67765	09/14/2026	SUPPLIES	227-00-42100	29.98
US BANK	MAUPINS-213600	09/14/2026	SUPPLIES	227-00-42100	80.99
				Account 42100 - SUPPLIES Total:	**110.97**
Account: 42115 - SUPPLIES - CONSUMMABLE					
ACE HARDWARE	356254	09/14/2026	GLOVES	227-00-42115	59.50
ACE HARDWARE	356554	09/14/2026	BAGS	227-00-42115	27.46
				Account 42115 - SUPPLIES - CONSUMMABLE Total:	**86.96**
Account: 42520 - POSTAGE					
US BANK	USPS-617191	09/14/2026	POSTAGE	227-00-42520	12.65
				Account 42520 - POSTAGE Total:	**12.65**
Account: 43004 - REPAIRS/MAINT-VEHICLES					
HIERONYMUS, CAMERON	RMS-627658	09/14/2026	RANGER REPAIRS	227-00-43004	909.79
				Account 43004 - REPAIRS/MAINT-VEHICLES Total:	**909.79**
Account: 43080 - VEHICLES - FUEL					
WEX BANK	114845260	09/14/2026	FUEL	227-00-43080	487.84
				Account 43080 - VEHICLES - FUEL Total:	**487.84**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
RUSTIC MOUNTAIN LLC	1922	09/14/2026	WEED CONTROL	227-00-44000	3,517.50
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**3,517.50**
				Dept 00 - NO DEPARTMENT Total:	**5,125.71**
				Fund 227 - WEEDS Total:	**5,125.71**
Fund: 236 - PROSECUTOR'S SPECIAL DRUG FUND					
Dept: 00 - NO DEPARTMENT					
Account: 36024 - DRUG MONEY - SEIZED					
US BANK	098-260730	09/14/2026	K9 FOOD	236-00-36024	73.23
US BANK	260730-136	09/14/2026	K9 FOOD	236-00-36024	56.85
US BANK	8464-260730	09/14/2026	K9 FOOD	236-00-36024	73.23
US BANK	9198- 260730	09/14/2026	K9 FOOD	236-00-36024	73.23
US BANK	151-260823	09/14/2026	K9 FOOD	236-00-36024	71.80
US BANK	633-260823	09/14/2026	K9 FOOD	236-00-36024	71.80
DRIGGS VETERINARY CLINIC	78522	09/14/2026	K9 HEALTH VISIT - NESTOR	236-00-36024	53.00
				Account 36024 - DRUG MONEY - SEIZED Total:	**473.14**
				Dept 00 - NO DEPARTMENT Total:	**473.14**
				Fund 236 - PROSECUTOR'S SPECIAL DRUG FUND Total:	**473.14**
Fund: 244 - EMERGENCY 911 COMM: 31-4809					
Dept: 00 - NO DEPARTMENT					
Account: 42261 - STATE RADIO SYSTEM					
TETON COMMUNICATIONS INC	33686	09/14/2026	RELAY RIDGE SITE RENTAL	244-00-42261	170.00
				Account 42261 - STATE RADIO SYSTEM Total:	**170.00**
Account: 42270 - SILVERSTAR 911 LINES					
SILVER STAR COMMUNICATI...	2026-0901	09/14/2026	INTERNET	244-00-42270	1,279.16
				Account 42270 - SILVERSTAR 911 LINES Total:	**1,279.16**
				Dept 00 - NO DEPARTMENT Total:	**1,449.16**
				Fund 244 - EMERGENCY 911 COMM: 31-4809 Total:	**1,449.16**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 245 - EXTENSION & 4H PROGRAMS					
Dept: 42 - EXTENSION					
Account: 42123 - TRAINING MATERIALS					
US BANK	SPOTIFY-2026-08-17	09/14/2026	SPOTIFY	245-42-42123	12.99
				Account 42123 - TRAINING MATERIALS Total:	**12.99**
				Dept 42 - EXTENSION Total:	**12.99**
				Fund 245 - EXTENSION & 4H PROGRAMS Total:	**12.99**
Fund: 251 - MOSQUITO ABATEMENT DISTRICT					
Dept: 00 - NO DEPARTMENT					
Account: 42090 - MISCELLANEOUS EXPENSES					
TETON VALLEY NEWS	768396	09/14/2026	BUDGET HEARING NOTICE	251-00-42090	113.75
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**113.75**
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
RAL VENTURES INC	1071	09/14/2026	MONTHLY	251-00-44000	25,000.00
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**25,000.00**
				Dept 00 - NO DEPARTMENT Total:	**25,113.75**
				Fund 251 - MOSQUITO ABATEMENT DISTRICT Total:	**25,113.75**
Fund: 282 - FAIRGROUNDS & FAIR					
Dept: 00 - NO DEPARTMENT					
Account: 42000 - TRAINING EXPENSES					
NASH, MOLLY	2026-09-01	09/14/2026	COMPUTER HELP	282-00-42000	75.00
				Account 42000 - TRAINING EXPENSES Total:	**75.00**
Account: 42061 - FOOD TRUCK EXPENSES					
HOODCO	5568	09/14/2026	KITCHEN HOOD	282-00-42061	438.13
				Account 42061 - FOOD TRUCK EXPENSES Total:	**438.13**
Account: 42090 - MISCELLANEOUS EXPENSES					
US BANK	SQUARE-2026-08	09/14/2026	SQUARESPACE	282-00-42090	25.00
				Account 42090 - MISCELLANEOUS EXPENSES Total:	**25.00**
Account: 42092 - REFUNDS					
VILLAMARIN, ESTEFANIA	DEPOSIT-RETURN	09/14/2026	8/22/26 EVENT	282-00-42092	500.00
JIMENEZ, ENRIQUETA SOSA	DEPOSIT-RETURN	09/14/2026	PARTIAL DEPOSIT REFUND	282-00-42092	650.00
				Account 42092 - REFUNDS Total:	**1,150.00**
Account: 42100 - SUPPLIES					
ACE HARDWARE	355635	09/14/2026	PLIERS	282-00-42100	20.45
US BANK	SAMSCLUB-10446233413	09/14/2026	BLDG SUPPLIES	282-00-42100	203.93
STANDARD PLUMBING SUPPLY..	BBKH45	09/14/2026	BLDG SUPPLIES	282-00-42100	74.43
ACE HARDWARE	356578	09/14/2026	DRAIN CAPS	282-00-42100	17.84
				Account 42100 - SUPPLIES Total:	**316.65**
Account: 42293 - FAIR EXPENSES					
US BANK	SUPER8-86187EE050826	09/14/2026	BAND LODGING	282-00-42293	239.08
GENERAL LAUNDRY CO	2026-08-15	09/14/2026	FAIR TABLECLOTHS	282-00-42293	337.00
PINE NEEDLE EMBROIDERY	9416	09/14/2026	FAIR SUPPLIES	282-00-42293	237.00
				Account 42293 - FAIR EXPENSES Total:	**813.08**
Account: 42296 - 4-H FAIR EXPENSES					
US BANK	SUPER8-STETSON	09/14/2026	JUDGE LODGING	282-00-42296	110.00
				Account 42296 - 4-H FAIR EXPENSES Total:	**110.00**
Account: 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS					
AMERICAN PUMP & DRILLING	111174	09/14/2026	WELL PUMP REPAIR	282-00-43002	229.16
				Account 43002 - REPAIRS/MAINT-FACILITIES/BUILDINGS Total:	**229.16**
Account: 43081 - VEHICLES - FUEL & REPAIRS					
AGRI-SERVICE	W20694	09/14/2026	TRACTOR PARK BRAKE ISSUE	282-00-43081	3,099.49
WEX BANK	114845260	09/14/2026	FUEL	282-00-43081	175.47
				Account 43081 - VEHICLES - FUEL & REPAIRS Total:	**3,274.96**
Account: 44075 - CONTRACTS - LANDSCAPING					
HOODCO	5568	09/14/2026	KITCHEN HOOD	282-00-44075	538.13

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BROOKE'S CLEANING LLC	44	09/14/2026	BLDG CLEANING	282-00-44075	910.00
GET M FIXT ENTERPRISES LLC	763186	09/14/2026	FLOOR DRAINS	282-00-44075	100.00
				Account 44075 - CONTRACTS - LANDSCAPING Total:	**1,548.13**
Account: 45001 - UTILITIES-SEWER					
CITY OF DRIGGS UTILITIES	9.1729.01 - AUG26	09/14/2026	WATER & SEWER	282-00-45001	400.50
				Account 45001 - UTILITIES-SEWER Total:	**400.50**
Account: 45002 - GARBAGE					
RAD CURBSIDE	2609016680225	09/14/2026	SEPT TRASH	282-00-45002	536.00
				Account 45002 - GARBAGE Total:	**536.00**
Account: 45004 - ELECTRICITY					
FALL RIVER RURAL ELECTRIC	2750008 AUG26	09/14/2026	ELECTRICITY	282-00-45004	49.20
FALL RIVER RURAL ELECTRIC	2750018 AUG26	09/14/2026	ELECTRICITY	282-00-45004	310.93
FALL RIVER RURAL ELECTRIC	2750027 AUG26	09/14/2026	ELECTRICITY	282-00-45004	349.70
				Account 45004 - ELECTRICITY Total:	**709.83**
Account: 45006 - PORTABLE TOILETS					
A-1 RENTAL	370519K-1X	09/14/2026	BALANCE	282-00-45006	6.50
A-1 RENTAL	382624A-1X	09/14/2026	BALANCE	282-00-45006	6.50
A-1 RENTAL	382624B-1X	09/14/2026	BALANCE	282-00-45006	6.50
A-1 RENTAL	370519M-1X	09/14/2026	BALANCE	282-00-45006	6.50
A-1 RENTAL	382624C-1X	09/14/2026	BALANCE	282-00-45006	6.50
A-1 RENTAL	370519N-1X	09/14/2026	BALANCE	282-00-45006	6.50
A-1 RENTAL	382624D-1X	09/14/2026	BALANCE	282-00-45006	6.50
				Account 45006 - PORTABLE TOILETS Total:	**45.50**
Account: 45010 - CELL PHONE					
HILLMAN, LANE	CELL-2026	09/14/2026	CELL PHONE USE	282-00-45010	375.00
POIRIER, HALLIE	CELL-2026	09/14/2026	CELL PHONE USE	282-00-45010	375.00
				Account 45010 - CELL PHONE Total:	**750.00**
				Dept 00 - NO DEPARTMENT Total:	**10,421.94**
				Fund 282 - FAIRGROUNDS & FAIR Total:	**10,421.94**
Fund: 286 - GRANTS					
Dept: 81 - ROAD & BRIDGE					
Account: 44000 - CONTRACTED PROFESSIONAL SRVCS					
HDR ENGINEERING INC.	1200850836	09/14/2026	SS4A	286-81-44000	5,395.77
HDR ENGINEERING INC.	1200857374	09/14/2026	SS4A	286-81-44000	11,181.84
				Account 44000 - CONTRACTED PROFESSIONAL SRVCS Total:	**16,577.61**
Account: 82000 - GRANTS-ROAD AND BRIDGE					
HK CONTRACTORS, INC.	SH33-04	09/14/2026	SH33	286-81-82000	336,906.44
ATLAS TECHNICAL CONSULTA...	41231	09/14/2026	SH33	286-81-82000	5,047.34
				Account 82000 - GRANTS-ROAD AND BRIDGE Total:	**341,953.78**
				Dept 81 - ROAD & BRIDGE Total:	**358,531.39**
				Fund 286 - GRANTS Total:	**358,531.39**
Fund: 290 - IMPACT FEES-REC FACILITIES					
Dept: 00 - NO DEPARTMENT					
Account: 34032 - RECREATIONAL FACILITIES FEE					
CURFMAN, ELIZABETH	IMPACT-FEES	09/14/2026	IMPACT FEES REFUND	290-00-34032	352.66
				Account 34032 - RECREATIONAL FACILITIES FEE Total:	**352.66**
				Dept 00 - NO DEPARTMENT Total:	**352.66**
				Fund 290 - IMPACT FEES-REC FACILITIES Total:	**352.66**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 291 - IMPACT FEES-SHERIFF FACILITIES					
Dept: 00 - NO DEPARTMENT					
Account: 34033 - SHERIFF FACILITIES IMPACT FEE					
CURFMAN, ELIZABETH	IMPACT-FEES	09/14/2026	IMPACT FEES REFUND	291-00-34033	854.17
				Account 34033 - SHERIFF FACILITIES IMPACT FEE Total:	**854.17**
				Dept 00 - NO DEPARTMENT Total:	**854.17**
				Fund 291 - IMPACT FEES-SHERIFF FACILITIES Total:	**854.17**
Fund: 292 - IMPACT FEES-EMERG SRVCS FACILI					
Dept: 00 - NO DEPARTMENT					
Account: 34034 - EMERGENCY SERVICES IMPACT FEE					
CURFMAN, ELIZABETH	IMPACT-FEES	09/14/2026	IMPACT FEES REFUND	292-00-34034	611.43
				Account 34034 - EMERGENCY SERVICES IMPACT FEE Total:	**611.43**
				Dept 00 - NO DEPARTMENT Total:	**611.43**
				Fund 292 - IMPACT FEES-EMERG SRVCS FACILI Total:	**611.43**
Fund: 293 - IMPACT FEES-CIRC FACILITIES					
Dept: 00 - NO DEPARTMENT					
Account: 34035 - CIRCULATION FACILITIES FEE					
CURFMAN, ELIZABETH	IMPACT-FEES	09/14/2026	IMPACT FEES REFUND	293-00-34035	3,391.40
				Account 34035 - CIRCULATION FACILITIES FEE Total:	**3,391.40**
				Dept 00 - NO DEPARTMENT Total:	**3,391.40**
				Fund 293 - IMPACT FEES-CIRC FACILITIES Total:	**3,391.40**
Fund: 701 - AUDITORS TRUST					
Dept: 00 - NO DEPARTMENT					
Account: 22000 - AMOUNT HELD FOR OTHERS					
US BANK	114-7112304-2846644	09/14/2026	PICTURE FRAME FOR EMPLOY...	701-00-22000	54.34
US BANK	COSTCO212264	09/14/2026	DISPATCH PAPER TOWELS	701-00-22000	37.08
				Account 22000 - AMOUNT HELD FOR OTHERS Total:	**91.42**
				Dept 00 - NO DEPARTMENT Total:	**91.42**
				Fund 701 - AUDITORS TRUST Total:	**91.42**
Fund: 704 - CIVIL PROCESS					
Dept: 00 - NO DEPARTMENT					
Account: 22010 - LIABILITY PAYABLE					
SMITH DRISCOLL AND ASSOCI...	CV10-26-1580-0814	09/14/2026	GARN PMT CV10-26-1580	704-00-22010	90.61
SMITH DRISCOLL AND ASSOCI...	CV41-26-5	09/14/2026	GARN PAYOFF CV41-26-5	704-00-22010	1,491.34
SMITH DRISCOLL AND ASSOCI...	CV10-20-6120-2608070821	09/14/2026	GARN PMT CV10-20-6120	704-00-22010	575.07
SMITH WOOLF ANDERSON &...	CV41-22-0013-2608100824	09/14/2026	GARN PMT CV41-22-0013	704-00-22010	886.56
JOHNSON MARK LLC	CV41-24-0041-08100825	09/14/2026	GARN PMT CV41-24-0041	704-00-22010	193.16
				Account 22010 - LIABILITY PAYABLE Total:	**3,236.74**
				Dept 00 - NO DEPARTMENT Total:	**3,236.74**
				Fund 704 - CIVIL PROCESS Total:	**3,236.74**
Fund: 785 - FIRE DISTRICT TRUST					
Dept: 00 - NO DEPARTMENT					
Account: 22000 - AMOUNT HELD FOR OTHERS					
CURFMAN, ELIZABETH	IMPACT-FEES	09/14/2026	IMPACT FEES REFUND	785-00-22000	1,163.32
				Account 22000 - AMOUNT HELD FOR OTHERS Total:	**1,163.32**
				Dept 00 - NO DEPARTMENT Total:	**1,163.32**
				Fund 785 - FIRE DISTRICT TRUST Total:	**1,163.32**
				Grand Total:	**1,256,078.04**

Brad Wolfe, Chair Dan Powers Ron James

Attest:

Kim Keeley, Clerk



Teton County, ID

Budget Report

Group Summary

For Fiscal: FY26 Period Ending: 09/30/2026

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND (CURRENT EXPENSE)						
Expense	9,545,622.00	11,877,851.04	340,520.75	10,620,018.04	1,257,833.00	10.59%
Fund: 001 - GENERAL FUND (CURRENT EXPENSE) Total:	**9,545,622.00**	**11,877,851.04**	**340,520.75**	**10,620,018.04**	**1,257,833.00**	**10.59%**
Fund: 202 - ROAD & BRIDGE						
Expense	3,511,326.00	3,869,326.00	453,020.61	2,734,810.98	1,134,515.02	29.32%
Fund: 202 - ROAD & BRIDGE Total:	**3,511,326.00**	**3,869,326.00**	**453,020.61**	**2,734,810.98**	**1,134,515.02**	**29.32%**
Fund: 206 - DISTRICT COURT & PROBATION						
Expense	785,804.60	801,932.56	29,587.85	634,176.24	167,756.32	20.92%
Fund: 206 - DISTRICT COURT & PROBATION Total:	**785,804.60**	**801,932.56**	**29,587.85**	**634,176.24**	**167,756.32**	**20.92%**
Fund: 209 - COURT FACILITY: IC 31-867(3)						
Expense	15,000.00	15,000.00	0.00	458.97	14,541.03	96.94%
Fund: 209 - COURT FACILITY: IC 31-867(3) Total:	**15,000.00**	**15,000.00**	**0.00**	**458.97**	**14,541.03**	**96.94%**
Fund: 215 - CONSOLIDATED ELECTIONS						
Expense	81,294.00	81,294.00	4,997.40	78,157.73	3,136.27	3.86%
Fund: 215 - CONSOLIDATED ELECTIONS Total:	**81,294.00**	**81,294.00**	**4,997.40**	**78,157.73**	**3,136.27**	**3.86%**
Fund: 216 - INDIGENT AND CHARITY						
Expense	4,000.00	4,000.00	0.00	255.41	3,744.59	93.61%
Fund: 216 - INDIGENT AND CHARITY Total:	**4,000.00**	**4,000.00**	**0.00**	**255.41**	**3,744.59**	**93.61%**
Fund: 218 - EMPLOYEE BENEFIT ACCOUNT						
Expense	0.00	0.00	0.00	1,245,662.42	-1,245,662.42	0.00%
Fund: 218 - EMPLOYEE BENEFIT ACCOUNT Total:	**0.00**	**0.00**	**0.00**	**1,245,662.42**	**-1,245,662.42**	**0.00%**
Fund: 220 - REVALUATION						
Expense	232,000.00	232,000.00	17,460.00	231,990.00	10.00	0.00%
Fund: 220 - REVALUATION Total:	**232,000.00**	**232,000.00**	**17,460.00**	**231,990.00**	**10.00**	**0.00%**
Fund: 223 - SOLID WASTE						
Expense	4,461,928.00	4,461,928.00	330,765.59	3,014,207.51	1,447,720.49	32.45%
Fund: 223 - SOLID WASTE Total:	**4,461,928.00**	**4,461,928.00**	**330,765.59**	**3,014,207.51**	**1,447,720.49**	**32.45%**
Fund: 224 - TORT						
Expense	298,963.00	298,963.00	0.00	290,605.00	8,358.00	2.80%
Fund: 224 - TORT Total:	**298,963.00**	**298,963.00**	**0.00**	**290,605.00**	**8,358.00**	**2.80%**
Fund: 227 - WEEDS						
Expense	217,845.00	245,845.00	9,696.09	198,933.43	46,911.57	19.08%
Fund: 227 - WEEDS Total:	**217,845.00**	**245,845.00**	**9,696.09**	**198,933.43**	**46,911.57**	**19.08%**
Fund: 230 - PARKS & RECREATION						
Expense	15,000.00	15,000.00	0.00	100.00	14,900.00	99.33%
Fund: 230 - PARKS & RECREATION Total:	**15,000.00**	**15,000.00**	**0.00**	**100.00**	**14,900.00**	**99.33%**
Fund: 233 - SPECIAL ROAD LEVY						
Expense	1,400,000.00	1,400,000.00	0.00	347,429.83	1,052,570.17	75.18%
Fund: 233 - SPECIAL ROAD LEVY Total:	**1,400,000.00**	**1,400,000.00**	**0.00**	**347,429.83**	**1,052,570.17**	**75.18%**
Fund: 241 - BUILDING FUND						
Expense	378,000.00	378,000.00	0.00	0.00	378,000.00	100.00%
Fund: 241 - BUILDING FUND Total:	**378,000.00**	**378,000.00**	**0.00**	**0.00**	**378,000.00**	**100.00%**
Fund: 244 - EMERGENCY 911 COMM: 31-4809						
Expense	302,949.00	302,949.00	1,449.16	115,208.94	187,740.06	61.97%
Fund: 244 - EMERGENCY 911 COMM: 31-4809 Total:	**302,949.00**	**302,949.00**	**1,449.16**	**115,208.94**	**187,740.06**	**61.97%**
Fund: 245 - EXTENSION & 4H PROGRAMS						
Expense	28,350.00	28,350.00	12.99	1,437.59	26,912.41	94.93%

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 245 - EXTENSION & 4H PROGRAMS Total:	**28,350.00**	**28,350.00**	**12.99**	**1,437.59**	**26,912.41**	**94.93%**
Fund: 251 - MOSQUITO ABATEMENT DISTRICT						
Expense	444,602.00	444,602.00	26,124.48	331,485.59	113,116.41	25.44%
Fund: 251 - MOSQUITO ABATEMENT DISTRICT Total:	**444,602.00**	**444,602.00**	**26,124.48**	**331,485.59**	**113,116.41**	**25.44%**
Fund: 254 - VESSEL/WATERWAYS: IC 67-7013						
Expense	30,500.00	30,500.00	0.00	18,570.56	11,929.44	39.11%
Fund: 254 - VESSEL/WATERWAYS: IC 67-7013 Total:	**30,500.00**	**30,500.00**	**0.00**	**18,570.56**	**11,929.44**	**39.11%**
Fund: 275 - HEALTH						
Expense	70,000.00	70,000.00	0.00	70,000.00	0.00	0.00%
Fund: 275 - HEALTH Total:	**70,000.00**	**70,000.00**	**0.00**	**70,000.00**	**0.00**	**0.00%**
Fund: 282 - FAIRGROUNDS & FAIR						
Expense	333,123.00	333,123.00	14,767.08	244,878.10	88,244.90	26.49%
Fund: 282 - FAIRGROUNDS & FAIR Total:	**333,123.00**	**333,123.00**	**14,767.08**	**244,878.10**	**88,244.90**	**26.49%**
Fund: 286 - GRANTS						
Expense	132,887.00	132,887.00	369,784.32	1,450,801.66	-1,317,914.66	-991.76%
Fund: 286 - GRANTS Total:	**132,887.00**	**132,887.00**	**369,784.32**	**1,450,801.66**	**-1,317,914.66**	**-991.76%**
Fund: 290 - IMPACT FEES-REC FACILITIES						
Expense	0.00	0.00	0.00	58,109.00	-58,109.00	0.00%
Fund: 290 - IMPACT FEES-REC FACILITIES Total:	**0.00**	**0.00**	**0.00**	**58,109.00**	**-58,109.00**	**0.00%**
Fund: 291 - IMPACT FEES-SHERIFF FACILITIES						
Expense	100,000.00	220,000.00	0.00	196,678.89	23,321.11	10.60%
Fund: 291 - IMPACT FEES-SHERIFF FACILITIES Total:	**100,000.00**	**220,000.00**	**0.00**	**196,678.89**	**23,321.11**	**10.60%**
Fund: 292 - IMPACT FEES-EMERG SRVCS FACILI						
Expense	0.00	0.00	0.00	3,419.00	-3,419.00	0.00%
Fund: 292 - IMPACT FEES-EMERG SRVCS FACILI Total:	**0.00**	**0.00**	**0.00**	**3,419.00**	**-3,419.00**	**0.00%**
Fund: 293 - IMPACT FEES-CIRC FACILITIES						
Expense	750,000.00	750,000.00	0.00	2,500.00	747,500.00	99.67%
Fund: 293 - IMPACT FEES-CIRC FACILITIES Total:	**750,000.00**	**750,000.00**	**0.00**	**2,500.00**	**747,500.00**	**99.67%**
Report Total:	**23,139,193.60**	**25,993,550.60**	**1,598,186.32**	**21,889,894.89**	**4,103,655.71**	**15.79%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND (CURRENT E	9,545,622.00	11,877,851.04	340,520.75	10,620,018.04	1,257,833.00	10.59%
202 - ROAD & BRIDGE	3,511,326.00	3,869,326.00	453,020.61	2,734,810.98	1,134,515.02	29.32%
206 - DISTRICT COURT & PROBATI	785,804.60	801,932.56	29,587.85	634,176.24	167,756.32	20.92%
209 - COURT FACILITY: IC 31-867(3	15,000.00	15,000.00	0.00	458.97	14,541.03	96.94%
215 - CONSOLIDATED ELECTIONS	81,294.00	81,294.00	4,997.40	78,157.73	3,136.27	3.86%
216 - INDIGENT AND CHARITY	4,000.00	4,000.00	0.00	255.41	3,744.59	93.61%
218 - EMPLOYEE BENEFIT ACCOUN	0.00	0.00	0.00	1,245,662.42	-1,245,662.42	0.00%
220 - REVALUATION	232,000.00	232,000.00	17,460.00	231,990.00	10.00	0.00%
223 - SOLID WASTE	4,461,928.00	4,461,928.00	330,765.59	3,014,207.51	1,447,720.49	32.45%
224 - TORT	298,963.00	298,963.00	0.00	290,605.00	8,358.00	2.80%
227 - WEEDS	217,845.00	245,845.00	9,696.09	198,933.43	46,911.57	19.08%
230 - PARKS & RECREATION	15,000.00	15,000.00	0.00	100.00	14,900.00	99.33%
233 - SPECIAL ROAD LEVY	1,400,000.00	1,400,000.00	0.00	347,429.83	1,052,570.17	75.18%
241 - BUILDING FUND	378,000.00	378,000.00	0.00	0.00	378,000.00	100.00%
244 - EMERGENCY 911 COMM: 31	302,949.00	302,949.00	1,449.16	115,208.94	187,740.06	61.97%
245 - EXTENSION & 4H PROGRAM	28,350.00	28,350.00	12.99	1,437.59	26,912.41	94.93%
251 - MOSQUITO ABATEMENT DIS	444,602.00	444,602.00	26,124.48	331,485.59	113,116.41	25.44%
254 - VESSEL/WATERWAYS: IC 67-	30,500.00	30,500.00	0.00	18,570.56	11,929.44	39.11%
275 - HEALTH	70,000.00	70,000.00	0.00	70,000.00	0.00	0.00%
282 - FAIRGROUNDS & FAIR	333,123.00	333,123.00	14,767.08	244,878.10	88,244.90	26.49%
286 - GRANTS	132,887.00	132,887.00	369,784.32	1,450,801.66	-1,317,914.66	-991.76%
290 - IMPACT FEES-REC FACILITIES	0.00	0.00	0.00	58,109.00	-58,109.00	0.00%
291 - IMPACT FEES-SHERIFF FACILI	100,000.00	220,000.00	0.00	196,678.89	23,321.11	10.60%
292 - IMPACT FEES-EMERG SRVCS	0.00	0.00	0.00	3,419.00	-3,419.00	0.00%
293 - IMPACT FEES-CIRC FACILITIE	750,000.00	750,000.00	0.00	2,500.00	747,500.00	99.67%
Report Total:	**23,139,193.60**	**25,993,550.60**	**1,598,186.32**	**21,889,894.89**	**4,103,655.71**	**15.79%**

Certificates of Residency: 2025-2026

Last Name	First Name	College	Date Approved	Semester
Armas Juarez	Alison	CSI		F&S
Kunz	Deegan	CEI		F&S
Larsen	Cooper	CSI		F&S
Nelson	Lucas	CSI		F&S
Zamora	Jeffrey	CSI		F&S

PAYROLL FORM

☐ NEW EMPLOYEE

CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Ashton Borresen

TO BE COMPLETED BY SUPERVISOR

Start Date: 8-Sep-26

Department: Road & Bridge

Position: Road & Bridge Crew

Base hours per week: 40

Current Status: ☒ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: _____

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: 23.79 Hourly

_____ Salaried

Employee Pay Grade: 8

Pay Rate is 83 % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # 202 (FUND) 00 (DEPT) 40200 (ACCOUNT)

☐ **Change Rate of Pay:**

☐ Merit Increase (attach Performance Evaluation)

☐ Promotion Other Market Rate Adjustment

From _____

To _____

_____

☐ **Termination (Must attach Employee Separation Report):**

Last Day Worked: _____

☐ Voluntary ☐ Discharged ☐ Laid Off

Comments: **building**

TO BE COMPLETED BY EMPLOYEE

Mailing Address:

City, State, Zip:

Physical Address:

City, State, Zip:

Email Address:

Telephone:

Emergency Contact:

ER Contact phone #:

TO BE COMPLETED BY PAYROLL DEPART

DATE OF FIRST PAYCHECK: _____

INSURANCE ELIGIBILITY DATE: _____

☐ W-4

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit

☐ Personnel Manual Acknowledgement

☐ PERSI Forms ☐ 118 for Law Enfor

☐ Seasonal Form

☐ Report New Hire to ID Dept. of Labor

☐ Add Benefit Sick Leave Hrs.

☐ Notify I.T. ☐ Facilities ☐ R&B

☐ Contact AFLAC representative

☐ Contact NBS (Laura Woolston)

Accrual Activation Date for Benefited Employee _____

Entered by: _____ Date

SIGNATURE

Submitted by: Road and Bridge Supervisor Blaine Ball _____ Date

Approved by the Board of County Commissioners: _____ _____

PAYROLL FORM

Revised 4-14-2022

☐ NEW EMPLOYEE

☒ CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Dakota Benton

TO BE COMPLETED BY SUPERVISOR

Start Date: September 12 2026

Department: Solid Waste

Position: Diversion Laborer

Base hours per week: 40

Current Status: ☒ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: September 12 2026

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: $ 18.37 Hourly

$ _____ Salaried

Employee Pay Grade: 4

Pay Rate is 85 % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # 223 (FUND) 00 (DEPT) 40200 (ACCOUNT)

☒ Change Rate of Pay:

☐ Merit Increase (attach Performance Evaluation)

☒ Promotion ☐ Other _____

From $ 17.17

To $ 18.37

☐ Termination (Must attach Employee Separation Report):

Last Day Worked: _____

☐ Voluntary ☐ Discharged ☐ Laid Off

TO BE COMPLETED BY EMPLOYEE

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Emergency Contact: _____

ER Contact phone #: _____

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK: _____

INSURANCE ELIGIBILITY DATE: _____

☐ W-4

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit

☐ Personnel Manual Acknowledgement

☐ PERSI Forms ☐ 118 for Law Enforcement

☐ Seasonal Form

☐ Report New Hire to ID Dept. of Labor

☐ Add Benefit Sick Leave Hrs.

☐ Notify I.T. ☐ Facilities ☐ R&B

☐ Contact AFLAC representative

☐ Contact NBS (Laura Woolston)

Accrual Activation Date for Benefited Employee _____

Comments:
Dakota Benton is promoted from SW Laborer to Diversion Laborer

Entered by: _____ Date: _____

SIGNATURE

Submitted by: Danny Worrell 9.10.2026 Date

Approved by the Board of County Commissioners: _____ Date

Deliver this original form to the Holly and a copy to the Payroll Department

PAYROLL FORM

Revised 6/4/2013

☒ NEW EMPLOYEE

☐ CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Janet Pineda

TO BE COMPLETED BY SUPERVISOR

Start Date: 9/22/2026

Department: Teton County Sheriff's Office

Position: Dispatch

Base hours per week: 40

Current Status: ☒ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: 9/14/2026

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: $25 Hourly

$ Salaried

Employee Pay Grade:

Pay Rate is % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # 001-19-40200
FUND DEPT ACCOUNT

☐ **Change Rate of Pay:**

☐ Merit Increase (attach Performance Evaluation)

☐ Promotion ☐ Other

From

To

☐ **Termination (Must attach Employee Separation Report):**

Last Day Worked:

☐ Voluntary ☐ Discharged ☐ Laid Off

Comments:

TO BE COMPLETED BY EMPLOYEE

Mailing Address:

City, State, Zip:

Physical Address:

City, State, Zip:

Telephone:

Emergency Contact:

ER Contact phone #:

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK:

INSURANCE ELIGIBILITY DATE:

☐ W-4 ☐ Issue door key #

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit ☐ ACTIVATE

☐ Personnel Manual Acknowledgement

☐ Life

Date of 1st deduction:	EMPLOYEE	EMPLOYER
PERSI		
Medical		
Dental		
Supp Life		

Entered by: Date:

SIGNATURE

Submitted by: KSmalley 9/8/2026
Date

Approved by the Board of County Commissioners:

Date

Deliver this original form to the Payroll Department

PAYROLL FORM

Revised 6/4/2013

☒ NEW EMPLOYEE

☐ CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Hannah Neal

TO BE COMPLETED BY SUPERVISOR

Start Date: 9/2/2026

Department: Teton County Sheriff's Office

Position: Dispatch

Base hours per week: 40

Current Status: ☒ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: 9/14/2026

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: $24 Hourly

$ Salaried

Employee Pay Grade:

Pay Rate is % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # 001-19-40200
FUND DEPT ACCOUNT

☐ **Change Rate of Pay:**

☐ Merit Increase (attach Performance Evaluation)

☐ Promotion ☐ Other

From

To

☐ **Termination (Must attach Employee Separation Report):**

Last Day Worked:

☐ Voluntary ☐ Discharged ☐ Laid Off

Comments:

TO BE COMPLETED BY EMPLOYEE

Mailing Address:

City, State, Zip:

Physical Address:

City, State, Zip:

Telephone:

Emergency Contact:

ER Contact phone #:

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK:

INSURANCE ELIGIBILITY DATE:

☐ W-4 ☐ Issue door key #

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit ☐ ACTIVATE

☐ Personnel Manual Acknowledgement

☐ Life

	Date of 1st deduction: EMPLOYEE	EMPLOYER
PERSI		
Medical		
Dental		
Supp Life		

Entered by: Date:

SIGNATURE

Submitted by: KGmadden 9/8/2026
Date

Approved by the Board of County Commissioners:
Date

Deliver this original form to the Payroll Department

Revised 6/4/2013

PAYROLL FORM

☐ NEW EMPLOYEE

☒ CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Jake Kaufman

TO BE COMPLETED BY SUPERVISOR

Start Date: On record

Department: Sheriff's Office

Position: Patrol Deputy

Base hours per week: 40.75

Current Status: ☒ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: 8/29/2026

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: _____ Hourly

$ _____ Salaried

Employee Pay Grade: PG 9

Pay Rate is _____ % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # 01-04-0402-0000
FUND DEPT ACCOUNT

☒ **Change Rate of Pay:**

☒ Merit Increase (attach Performance Evaluation)

☐ Promotion ☐ Other _____

From $39.91

To $40.16

☐

Last Day Worked: _____

☐ Voluntary ☐ Discharged ☐ Laid Off

Post Certification advancement to Advanced Certificate.

TO BE COMPLETED BY EMPLOYEE

Mailing Address: On File

City, State, Zip: _____

Physical Address: _____

City, State, Zip: _____

Telephone: _____

Emergency Contact: _____

ER Contact phone #:

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK: _____

INSURANCE ELIGIBILITY DATE: _____

☐ W-4 ☐ Issue door key # _____

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit ☐ ACTIVATE _____

☐ Personnel Manual Acknowledgement

☐ Life

	Date of 1st deduction:	EMPLOYEE	EMPLOYER
PERSI			
Medical			
Dental			
Supp Life			

Entered by: _____ Date: _____

SIGNATURE

Submitted by: /s/ Clint Lemieux ~~11/21/2025~~ 8/24/2026
Date

Approved by the Board of County Commissioners: _____
Date

Deliver this original form to the Payroll Department

State of Idaho
Peace Officer Standards and Training

[address redacted] [address redacted] [address redacted] [address redacted] [address redacted] [address redacted] [address redacted]
Phone: [phone redacted] or 1.866.670.7678 · Fax: [phone redacted] · post.idaho.gov

July 31, 2026

Sheriff Clinton D. Lemieux
Teton County Sheriff's Office
230 N. Main St. Rm 160
Driggs, ID 83422

Dear Sheriff Lemieux:

We are pleased to inform you that Jake R. Kaufman has fulfilled the requirements for the Advanced Peace Officer Certification as set forth by the Idaho Peace Officer Standards and Training Council.

Please present the certificate with our congratulations.

Sincerely,

Major Jens Pattis
Division Administrator
Peace Officer Standards & Training

JP/sa

State of Idaho

The Peace Officer Standards
& Training Council

hereby awards the

Advanced Peace Officer Certificate

to

Jake R. Kaufman

Teton County Sheriff's Office

For having fulfilled the requirements of this certificate as set forth by the Idaho Peace Officer Standards & Training Council on the 27th day of May, 2026.

Chairman

Division Administrator

Revised 6/4/2013

PAYROLL FORM

☐ NEW EMPLOYEE

☒ CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Christopher Berry

TO BE COMPLETED BY SUPERVISOR

Start Date: On record

Department: Sheriff's Office

Position: Patrol Deputy

Base hours per week: 40.75

Current Status: ☒ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: 8/29/2026

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: _____ Hourly

$ _____ Salaried

Employee Pay Grade: PG 9

Pay Rate is _____ % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # 01-04-0402-0000
FUND DEPT ACCOUNT

☒ **Change Rate of Pay:**

☒ Merit Increase (attach Performance Evaluation)

☐ Promotion ☐ Other _____

From $36.87

To $37.12

☐

Last Day Worked: _____

☐ Voluntary ☐ Discharged ☐ Laid Off

Post Certification advancement to Advanced Certificate.

TO BE COMPLETED BY EMPLOYEE

Mailing Address: On File

City, State, Zip: _____

Physical Address: _____

City, State, Zip: _____

Telephone: _____

Emergency Contact: _____

ER Contact phone #:

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK: _____

INSURANCE ELIGIBILITY DATE: _____

☐ W-4 ☐ Issue door key # _____

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit ☐ ACTIVATE _____

☐ Personnel Manual Acknowledgement

☐ Life

Date of 1st deduction:	EMPLOYEE	EMPLOYER
PERSI		
Medical		
Dental		
Supp Life		

Entered by: _____ Date: _____

SIGNATURE

Submitted by: /s/ Clint Lemieux ~~11/21/2025~~ 8/24/2026
Date

Approved by the Board of County Commissioners: _____
Date

Deliver this original form to the Payroll Department

State of Idaho
Peace Officer Standards and Training

[address redacted] [address redacted] [address redacted] [address redacted] [address redacted] [address redacted] [address redacted]
Phone: [phone redacted] or 1.866.670.7678 · Fax: [phone redacted] · post.idaho.gov

August 17, 2026

Sheriff Clinton D. Lemieux
Teton County Sheriff's Office
230 N. Main St. Rm 160
Driggs, ID 83422

Dear Sheriff Lemieux:

We are pleased to inform you that Christopher E. Berry has fulfilled the requirements for the Advanced Peace Officer Certification as set forth by the Idaho Peace Officer Standards and Training Council.

Please present the certificate with our congratulations.

Sincerely,

Major Jens Pattis
Division Administrator
Peace Officer Standards & Training

JP/sa

State of Idaho

The Peace Officer Standards
& Training Council

hereby awards the

Advanced Peace Officer Certificate

to

Christopher E. Berry

Teton County Sheriff's Office

For having fulfilled the requirements of this certificate as set forth by the Idaho Peace Officer Standards & Training Council on the 22nd day of July, 2026.

Chairman

Division Administrator

Revised 7/24/2017

PAYROLL FORM

☐ NEW EMPLOYEE

☒ CHANGE EXISTING EMPLOYEE

EMPLOYEE NAME: Ryan K. Godfrey

TO BE COMPLETED BY SUPERVISOR

Start Date: _____

Department: Prosecuting Attorney's Office

Position: Deputy Prosecuting Attorney

Base hours per week: _____

Current Status: ☐ Full Time ☐ Part Time no benefits

REQUEST EFFECTIVE DATE: September 13, 2026

ALL NEW HIRES & PAY INCREASES MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Pay Rate: $ _____ Hourly

$ _____ Salaried

Employee Pay Grade: 13

Pay Rate is _____ % of market rate

PAYROLL CHANGES CAN ONLY OCCUR AT THE BEGINNING OF A NEW PAY PERIOD

Budget Account # _____
FUND DEPT ACCOUNT

☐ **Change Rate of Pay:**

☐ Merit Increase (attach Performance Evaluation)

☐ Promotion ☒ Other Previoulsy Contracted

From $ _____

To $ _____

☐ **Termination (Must attach Employee Separation Report):**

Last Day Worked: _____

☐ Voluntary ☐ Discharged ☐ Laid Off

Comments: Deputy Prosecutor Godfrey is taking the salaried position and Deputy Prosecutor Blunk is becoming contracted rather than an employee for FY27

TO BE COMPLETED BY EMPLOYEE

Mailing Address: 1633 Grinnell Way

City, State, Zip: Driggs, ID. 83422

Physical Address: Same

City, State, Zip: _____

Telephone: [phone redacted]

Emergency Contact: Angela Godfrey

ER Contact phone #: [phone redacted]

TO BE COMPLETED BY PAYROLL DEPARTMENT

DATE OF FIRST PAYCHECK: _____

INSURANCE ELIGIBILITY DATE: _____

☐ W-4

☐ I-9

☐ Supporting ID for I-9

☐ Direct Deposit

☐ Personnel Manual Acknowledgement

☐ PERSI Forms ☐ 118 for Law Enforcement

☐ Seasonal Form

☐ Report New Hire to ID Dept. of Labor

☐ Notify I.T. ☐ Facilities ☐ R&B

☐ Contact AFLAC representative

Accrual Activation Date for Benefited Employee _____

Entered by: _____ Date: _____

SIGNATURE

Submitted by: /s/ Bailey A. Smith — September 8, 2026 Date

Approved by the Board of County Commissioners: _____ Date

Deliver this original form to the Holly and a copy to the Payroll Department

FY27 JAMES R. BLUNK 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 James R. Blunk, a sole proprietor (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 will work at the direction of the Prosecuting Attorney, who will have the authority to direct the work performed by the Contractor.

(b) 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. Counsel and advice County officials and officers on civil legal matters;

ii. Attend Board of County Commissioner meetings and meetings of any other County bodies as may be needed, either virtually or in person;

iii. Conduct legal research as needed or as requested by the Prosecuting Attorney;

iv. Provide legal trainings to the Teton County employees, as needed;

v. Assist with other legal tasks and duties, as periodically may be needed and requested by the Prosecuting Attorney.

2. **Compensation.**

(a) *Fees*. The County 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 performance of a partial month of services, pay will be pro-rated based on the number of days worked in such month.

(b) *No Benefits*. The Contractor is engaging with the County as an independent-contractor and understands that he is not entitled to any employment benefits. The Contractor expressly waives any claim of employee status or resulting benefits.

(c) *Weekly expectations*. The hours required to perform the scope of work will fluctuate and will be ultimately at the Contractor's discretion. However, the Contractor expects to provide approximately 40 hours of services to the County each week, and the County expect approximately 40 hours per week will be required to perform the scope of work.

(d) *Annual expectations*. The days required to perform the scope of work will fluctuate. However, in order to adequately perform the duties herein including court coverage duties, the Contractor will be unavailable no more than 20 weekdays (excluding court holidays) in any given calendar year and will coordinate vacations and other absences with the Prosecuting Attorney so that coverage of duties can be assured.

(e) *County Laptop.* The Contractor will provide his own laptop equipped with office software to include Microsoft Word, Excel and PowerPoint, photo and video-viewing programs capable of viewing bodycam footage and photographic evidence, and a PDF-editing program such as Adobe or Nitro Pro. The Contractor will implement any security measures requested by the County's Information Technology department and will follow all document storage and retention instructions provided by the Prosecuting Attorney.

(f) *Additional expenses*. Unless otherwise specified or agreed, the County will not reimburse the Contractor's costs for phone calls, state bar license fees, continuing legal education or office equipment. The County will pay the Contractor's, filing fees, expert fees, transcription fees, witness fees and any other necessary costs related to the prosecution of County cases, as pre-approved by the Prosecuting Attorney.

(g) *Invoices & Payment*. The Contractor shall provide an invoice to the County within five business days of the end of each calendar month. The invoices must show the total number of hours billed, and a separate breakdown of tasks performed shall be provided to the Prosecuting Attorney. The County shall pay invoices within 30 days of receipt, unless other payment arrangements are approved by the Contractor.

2. **Term.** The term of this Agreement (the "Term") is from September 13, 2026 though and including September 30, 2027. The Contractor will be available to begin performing services under this Agreement on September 13, 2026. 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.

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 James R. Blunk, 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 _____, 2026.

_____
Teton County Commissioner Ron James

DATED this ____ day of _____, 2026.

_____
Teton County Commissioner Dan Powers

DATED this ____ day of _____, 2026.

JAMES R. BLUNK, ESQ.

DATED this 6 day of January, 2026.

James R. Blunk, Esq.

TETON COUNTY PROSECUTING ATTORNEY

/s/ Bailey Smith
Teton County Prosecuting Attorney Bailey Smith

DATED this 18th day of August, 2026.

AD# 773754AD#

PUBLIC HEARING

TETON COUNTY FY27 FEE CHANGES: Notice is hereby given that the Teton County, Idaho Board of Commissioners will meet Sept 14 at 9:00 AM in the Commissioners' Meeting Room in the Courthouse at 150 Courthouse Dr in Driggs, Idaho for the purpose of hearing public comments concerning the following proposed increases to the Teton County's Fee Schedule.

Published in the Teton Valley News Sept 2 & 9, 2026

Dept	Fee Description	Existing Fee	Proposed New Fee
Solid Waste	Sorted C & D/ton	NEW	$ 40
	C & D/ton	NEW	$ 120

DEPARTMENT UPDATE
PUBLIC WORKS

DATE:	2026-09-14
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 September 14, 2026 BoCC Meeting

Public Works:

SH33 Congestion Study – The Idaho Transportation Department (ITD) has contracted with Horrocks Engineers to conduct a Congestion Study on the SH33 corridor through Teton County. Horrocks was in the valley late last week and through the Labor Day weekend taking traffic counts and observing traffic activity. Once data has been collected, ITD and Horrocks will invite County staff to participate in evaluating data and establishing recommendations. See the attached Whitepaper prepared by ITD.

SH33 Access Closure Plan – Attached is a closure plan that outlines access points along SH33 that will be eliminated. The plan includes a hyperlink to a map showing proposed removal locations. ITD would like to begin work in early October. Work is expected to be completed in May of 2027.

S5000W Road Reconstruction Update – Change Order No. 1 allowed for an additional 9 working days due to rain days and time for removing unsuitable material. The new substantial completion date is 9/16. Avail hopes to pave the first part of 9/14 week.

Public Works is looking into a more efficient way to construct phase II and reduce the amount of unsuitable material removal.

Road & Bridge:

Permazyme treatment on South Bates – Permazyme was applied to a corridor of South Bates the week of 9/8. Permazyme is a ground stabilization product that we agreed to try this year. Hopefully the product will firm up the road, eliminate soft spots in the spring and reduce grading/maintenance needs.

Solid Waste:

ISWA Fall Conference – The Idaho Solid Waste Association is holding their 2026 fall conference in October this year. The conference is scheduled to take place October 5 through October 7. The main focus of this year's conference is the INL. Participants will tour the Idaho CERCLA disposal Facility (Which stores radioactive and hazardous cleanup waste generated within the INL), tour the research facilities and participate in several presentations regarding characterization, decontamination, and sorting of INL waste.

On the last day of the conference (October 7), participants will tour the new Eastern Idaho Solid Waste District landfill outside of Newdale. Additionally, they plan to tour the Madison County transfer station and the Teton County Idaho solid waste facility.

The Teton County solid wates facility tour is scheduled to begin at 1:15, host approximately 40 visitors and take approximately forty-five minutes to one hour. The tour will be conducted by Solid Waste Supervisor Dann O'Donnell.

Facilities:

Bates Access Grant Award – Facilities Manager Suzanne Astle was successful in being awarded a $130,582 grant through the Idaho Departement of Parks and Recration for general parking lot maintenance and river enhancement at the Bates Access Park. See attached Grant Application form and site plan for additional information.

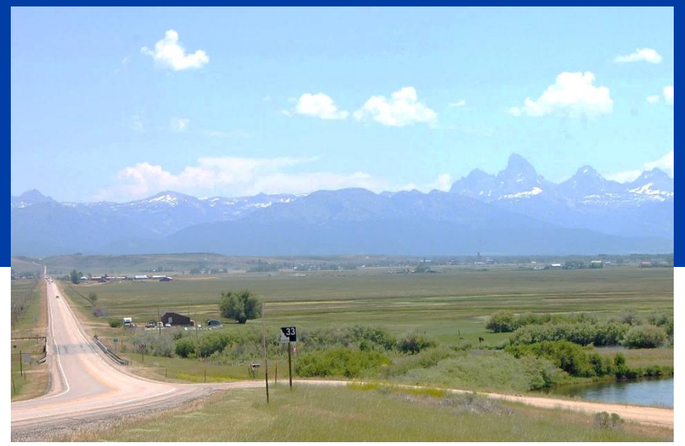
Weeds:

Drone Sprayer – Weeds recently received our drone sprayer. Weed Superintendent Cammeron Hyronemous is working toward acquiring required licenses and permits for use. We hope to be able to start using the drone for broadcast treatment later this fall.



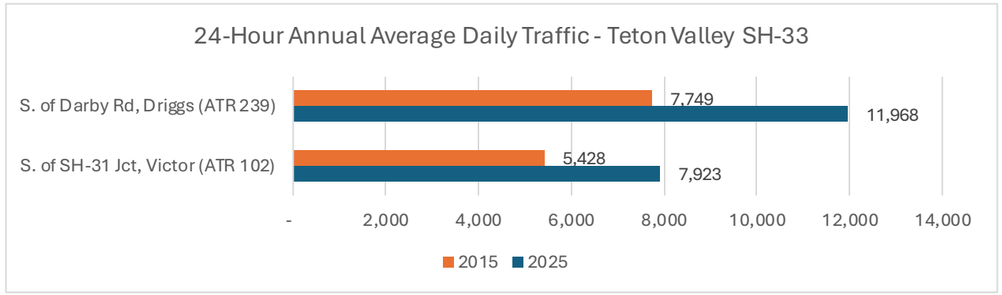
Attachments:

SH33 Congestion Study Whitepaper
SH33 Access Closure Plan
IDPR Award Letter
RTP Grant Proposal
Site Plan



SH-33 Teton Valley Study

SH-33 doubles as Main Street through the scenic Teton Valley communities of Tetonia, Driggs and Victor. This route is one of the primary accesses to Jackson Hole and sees the most substantial recreational traffic influx in east Idaho each year. Stakeholders and community members are highly interested in seeing safety and mobility improvements be made along this route. By late 2026, ITD will begin to gather data and formulate preliminary improvement possibilities for SH-33.



PROJECT GOALS

- Evaluate SH-33 corridor to determine alternate routes focused on addressing safety, congestion and increasing levels of traffic.
- Encourage public involvement and coordinate with local officials and agencies.
- Enhance highway safety and roadway operations by improving capacity and level of service, access management, and freight movement.
- Implement intersection improvements (6000 S, 2000 S, 7000 S, 8000 S, 4500 S).

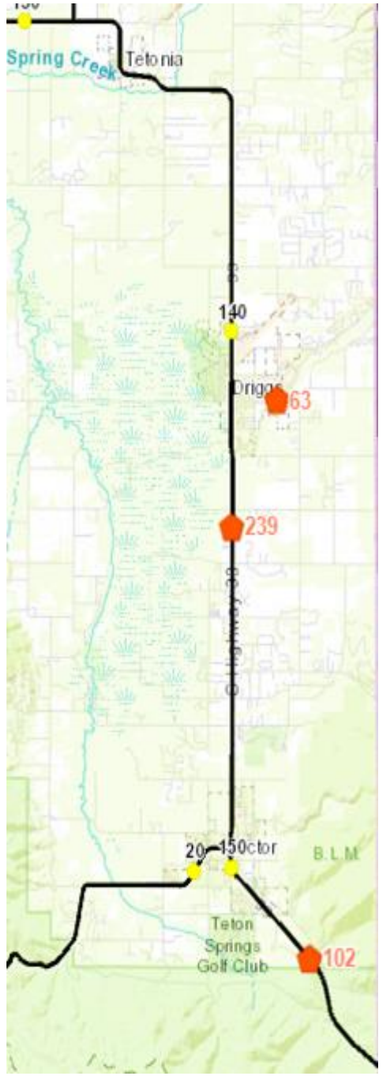
NEXT STEPS

Work with county and city officials to conduct a traffic study of SH-33 that will evaluate the capacity, safety and operational performance of the transportation system and its ability to accommodate existing and future transportation needs; and propose projects that reduce overall congestion to improve safety and capacity issues along SH-33 in Teton Valley. ITD looks forward to partnering on a unified effort to identify solutions that will meet immediate and future needs.

TRAFFIC COUNTS

- ATR #102/south of SH-31 Jct. highest daily volume in 2025:
  - *12,326 vehicles* on July 24th
- ATR #239/south of Darby Rd. highest daily volume in 2025:
  - *17,367 vehicles* on July 3rd





TRANSPORTATION IMPROVEMENT ACTIVITIES:

- Teton County and stakeholders developed a Safety Action Plan in Winter 2025 that focused on the state highway system, particularly the integration of Highways 33, 32 and 31 with city and county roads, pathways, and sidewalks.
- The City of Driggs updated its Transportation Master Plan in fall 2025.
- ITD completed intersection improvements at LeGrand Pierre and Baseline Road (passing lanes were included in the Baseline Road project).
- ITD added a half mile passing lane between Victor and the Wyoming state line.
- ITD conducted a speed study for the City of Driggs.
- Teton County is working with ITD to install turn lanes at the intersections between Driggs and Victor, delete unneeded accesses and install a turn lane into the fairgrounds.

SH-33 Access Closure Plan

SH-33 MP 142.4 to MP 149.3 (Driggs to Victor, Teton County)

See SH-33 Access Improvements Plan Map on IPLAN:
https://iplan.maps.arcgis.com/apps/instant/sidebar/index.html?appid=86a75052e9464855a6e5cca7059cd80d

Description:

SH-33 runs North to South between Driggs and Victor in the Teton Valley. For this portion of Highway 33 County Road S500 W runs parallel and to the west side of SH-33. Multiple Driveways and county roads connect S500 W to SH-33. Several accesses are for personal use and don't meet current ITD standards for spacing and design. To increase safety for this corridor, ITD and the Teton County are partnering together to remove all accesses that are not county roads. Residents and businesses within this area can access SH-33 from existing County Roads. ITD is also working to make improvements to the county road intersections by installing turn lanes on SH-33.

The SH-33 Access Improvements Map on IPLAN shows what accesses are to be removed immediately, what access will be removed in the future, and what county road intersections will be update by order of priority. Please also see the Visual Whitepaper of SH-33 Teton Valley to show what other Projects ITD is working on in Teton County.

Access Closure Plan:

ITD Maintenance Crews will remove identified accesses by excavating and scarifying the ground to return the shoulder/median back to match highway slopes and original ground. The disturbed areas will then be reseeded. The same process will be used around the bike path.

This work will be performed between October 1st 2025 and will be completed by May 29, 2027 (Memorial Day Weekend). Crews will start by removing the easier locations first and will perform the work as weather allows and around winter maintenance.

8/31/2026

Suzanne Astle, Teton County
150 Courthouse Dr
Driggs, ID 83422

Dear Ms. Astle,

It is my pleasure to inform you that the Idaho Park and Recreation Board has approved funding for the Teton River Trailhead Improvements grant in the amount of $130,582.00. At the same time, I would like to commend you for your efforts to improve outdoor recreation facilities and services in Idaho.

The grant number assigned to this project is RT27-5-41-1. Please use this grant number on all correspondence regarding this project.

A grant agreement will be generated in the grant management system and emailed directly to you for signature. Please sign and return the agreement with an original (wet) or authenticated digital signature of the individual with authority to make long-term obligations for their respective agency or organization, within (60) days of this letter to:

Shelly Smith
East Region Grant Specialist
[address redacted] rks and Recreation
Suite B

Email: shelly.smith@idpr.idaho.gov

An agreement will be returned to you along with other necessary forms and further instructions.

Funds for this project will be available August 28, 2026. All work on this project must be completed and payments made by the end of the project period.

Thank you for your interest in IDPR's grant programs a [phone redacted] ce to Idaho's recreating public. If you have any questions, please contact Shelly Smith at or Shelly.Smith@idpr.idaho.gov.

Sincerely,

Susan E. Buxton
Director

Grant Application Proposal

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

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

Contact Person: **Suzanne Astle** Intended Project Manager: **Suzanne Astle**

Grant Title: **Recreational Trails Program**

Granting Agency: **Idaho Parks & Recreation**

Date of Award Decision: **August 2026**

Grant Timeline: **Application is due by 5 p.m. Jan 30, 2026; Mar 2026 -- Advisory Committee review; May 2026 -- IDPR Board approves grant projects that move to Federal Highways; August 2026 -- Federal Highway approves grant projects; will need an extension to complete the project by May 30, 2027.**

Dollar Amount of Grant Request: **Not to exceed $200,000**

Teton County obligations if grant is awarded *(match, continuing maintenance, reporting schedule)*:
A 20% match of total project cost is required, which can be a combination of cash and in-kind labor. Five percent of the overall project cost must come from non-federal sources. In the future, maintenance upkeep to the parking lot will be needed. Final reports submitted by end of May so reimbursement moneys are sent to us by the end of June when project must be closed out by IP&R.

Other contingencies of grant: **This is a reimbursement grant.**

Other agencies involved in the grant and their obligations: **The Teton Valley Recreation District will contribute $10,000 as part of the matching funds for this grant. The district also wants to partner with the County to help fund future maintenance needs. Those costs are to be determined when needed**

Brief written overview of grant: **This project involves improvements to the parking lot, parking access, strategically increasing the number of signs and their locations, and improve the riverbank and access for non-motorized watercraft.**
The parking lot needs to be regraded and new gravel laid down. Parking spots will be delineated for single vehicles and a section for vehicles with trailers using staked fire hoses. An asphalt apron will be added to the entrance to the park. Work along the river includes stabilizing the riverbank and creating a larger launching area for non-motorized watercraft that is also away from the motorized boat launching ramp. As the grant is being written, if unforeseen reasons arise that indicate it is more feasible to split this project into two phases, this grant will be only for the work on the parking lot and signage.

Benefit of grant to citizens of Teton County: **Each improvement made at the Bates River access site will help create a better organized environment between people, trailers, and vehicles, which will increase the safety of all and reduce the congestion and frustration levels that have been experienced at the site in the past. This will also help everyone have the best experience they can on the Teton River.**

Signed: Suzanne Astle Date: 1/8/26
(Contact Person Listed Above)

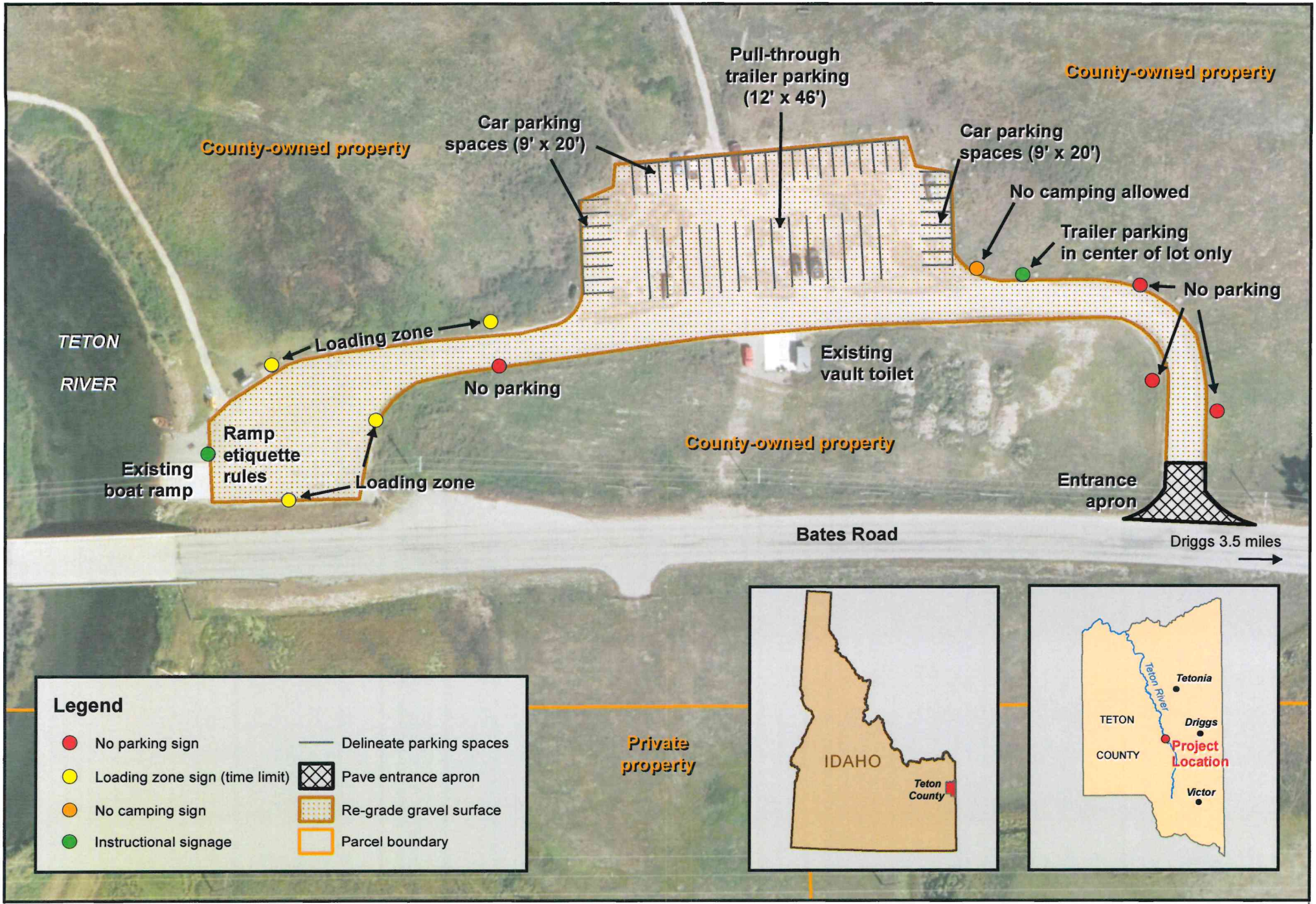
Signed: Date: 1-8-26
(Responsible Elected Official or Department Head)

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: 1-12-26

(Commissioner)



Buxton River Park (Bates Road)
Teton River Access Improvements

0 100 200 Feet

1:1,000

AGENDA ACTION ITEM

DATE: 2026-09-14

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – Bates River Access Park Bank Improvement Design & Permitting**

Summary:

Teton County was recently awarded a grant through the Idaho Department of Parks and Recreation for various improvements at the Bates River Access. One of the improvements is to enhance the non-motorized river access area. The County will need assistance with required permitting and development of construction drawings.

State statute requires qualification-based selection for professional services. Biota has provided stream restoration services above and below the Bates River Access Park and has done extensive hydraulic modeling in this river section. Because of their intimate knowledge of the river in this corridor, Public Works wishes to retain their services for project design and permitting.

Fiscal Impact:

The services that will be provided by Biota have been included in the grant scope of work. The grant requires a 20% sponsor match. However, the Teton County Parks & Recreation District has agreed to pay all required matching funds for this project. Contract for Design & Permitting will be a not to exceed cost of $14,490.

Attachments:

Biota Contract

SUGGESTED MOTION:

I move to retain Biota Research and Consulting Inc for design and permitting services related to the Bates River Access Park bank improvements as presented.

EXHIBIT A

Teton River Trailhead Improvements Project

Buxton River Park

Teton County, Idaho

[address redacted] 140 E. Broadway, Suite 23, [address redacted] voice: [phone redacted]

September 9, 2026

TASK DESCRIPTION	COST
Task 1 – Design Surveys, Modeling, and Development	**$11,790**
• Professional grade GPS base and rover survey of project area topography, 2-dimensional hydraulic modelling of existing conditions, advance conceptual design to final design package, proposed condition hydraulic modelling, provide bid sheet and final design details suitable for permitting and bidding and implementation,.	
Task 2 – Project Permitting	**$2,700**
• Compile required information and submit Joint Application for Permits to U.S. Army Corps of Engineers and Idaho Department of Water Resources (IDWR), and Grading and Erosion Control (if needed) and Floodplain Development Permit to Teton County, Idaho. Includes $20 IDWR permit application fee. Assumes County permit application fees will be waived; does not include County permit application fees.	
TOTAL COST (not to exceed amount)	**$14,490**

CONSULTING AGREEMENT FOR SERVICES

[address redacted] **140 E. Broadway, Suite 23,** [address redacted] **voice:** [phone redacted] **• fax:** [phone redacted]

This **Agreement** is entered into on this _____day of _____ 2026 by and between Biota Research and Consulting, Inc. (BIOTA), [address redacted] 140 E. Broadway Ste. 23, [address redacted] and _____ (CLIENT) having a mailing address at

_____

1. **Property Description**: The CLIENT agrees to retain BIOTA to provide environmental consulting services described in this agreement associated with the properties described below:
    - 80-acre parcel located at 4246 Bates Road owned by Teton County, having parcel number RP05N45E300605, in Teton County, Idaho.
2. **Services**: The services to be provided by Biota under this Agreement include those outlined in Exhibit A.
3. **Compensation**: In consideration for the services described in Exhibit A, CLIENT agrees to pay BIOTA an amount equal to items and costs depicted in Exhibit A. Costs depicted in Exhibit A are a not-to-exceed amount for services outlined in Exhibit A.
4. **Payment**: The CLIENT agrees to pay BIOTA in periodic payments billed on a monthly basis.
    - The CLIENT agrees to pay BIOTA within 30 days of each invoice date.
5. **Terms**: The term of this Agreement shall be the earlier of completion of the services described herein or termination by either CLIENT or BIOTA. Either party may terminate this Agreement upon seven (7) days advanced, written notice to the other.
6. **Independent Contractor**: BIOTA acknowledges that it is acting as an independent contractor for the services agreed to under this Agreement.
7. **Work Product**: All data, drawings, maps, specifications, reports, and other documents and electronic data furnished by BIOTA to CLIENT under this Agreement ("Work Product") are deemed to be instruments of service and BIOTA shall retain the ownership and property interests therein, including the copyrights thereto until BIOTA receives CLIENT'S payment in full for all Work performed under the Agreement.

8. **BIOTA Conveys Work Product To CLIENT Upon Payment in Full**: Contingent upon CLIENT'S payment in full for all Work performed under the Agreement, BIOTA conveys all rights, title, and interest to the Work Product to CLIENT, conditioned on CLIENT'S express understanding that its use of the Work Product is at CLIENT'S sole risk and without liability or legal exposure to BIOTA or anyone working by and through BIOTA.

9. **CLIENT'S Ownership of Work Product Upon BIOTA'S Default**: If this Agreement is terminated by CLIENT and (i) it is determined that BIOTA was in default, and (ii) CLIENT has fully satisfied all of its obligations under this Agreement, BIOTA conveys to CLIENT all rights, title, and interest to the Work Product in connection with CLIENT'S completion, occupancy, or sale of the Project. This conveyance of ownership is conditioned on CLIENT'S express understanding that use of Work Product is at CLIENT'S sole risk and without liability or legal exposure to any Indemnified Party.

10. **Choice of Law & Forum:** This contract shall be construed in accordance with the laws of the State of Idaho, excepting Idaho's law regarding choice of law. The parties agree that the Courts of the State of Idaho and the Federal Courts of the United States located in the State of Idaho shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

11. **Attorney's Fees**: In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-defaulting or non-breaching party may incur in enforcing this Agreement with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

12. **Insurance:** BIOTA shall maintain the following insurance:
    A. General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, including a per-project endorsement.
    B. Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than $1,000,000.
    C. Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or $500,000 for each accident, whichever is greater.
    D. Professional Liability Insurance with limits of not less than $1,000,000 per claim and annual aggregate.
    E. Biota will provide the County certificates listing Teton County as additional insured prior to the initiation of project work.

CLIENT

Please sign and fill in

X _____(Please sign here)

Printed Name: _____

Company: _____

Email: _____

Date: _____

BIOTA



X _____

Printed Name: Ryan Colyer

Company: Biota Research and Consulting, Inc.

Email: [email redacted]

Date: September 9, 2026

AGENDA ACTION ITEM

DATE: 2026-09-14

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – IDPR Recreational Trails Grant Agreement**

Summary:

Teton County was recently awarded a grant from the Idaho Department of Parks and Recreation for upgrades to the Bates River Access Park. Improvements include parking lot resurfacing, extended asphalt apron from Bates Road, signage, striping and river bank improvements for non-motorized users.

The attached Grant Agreement requires signatures from the BoCC and IDPR.

Fiscal Impact:

The grant amount is for $162,544.10. There is a 20% sponsor match. However, Teton County Parks & Recreation District has agreed to pay the sponsor match.

Attachments:

IDPR Grant Agreement

SUGGESTED MOTION:

I move to approve the Idaho Department of Parks and Recreation Grant Agreement as presented for improvements to the Bates River Access through the Recreational Trails & Pathways program. The 20% sponsor match to be paid by Teton County Parks & Recreation District

Idaho Department of Parks and Recreation
GRANT AGREEMENT FORM

Applicant: Teton County	Project No: RT27-5-41-1
Project Name: Teton River Trailhead Improvements	Date Approved: 08/28/2026
Location: Teton County, Idaho – Bates Access Site, approximately 3.5 miles west of downtown Driggs on Bates Road at the Teton River crossing (43.6961°N, -111.1658°W).	Project Period: From: 08/28/2026 To: 06/30/2027

It is mutually agreed and understood that the use of these funds will be for the purposes stated on the attached budget sheet known as Exhibit A, which is incorporated herein by this reference and subject to the terms as described herein. It is also understood that the Grantee is responsible to obtain all necessary permits; follow applicable bidding laws; keep accurate records of expenses for audit purposes; construct all improvements according to mutually agreed upon construction standards and all applicable state, local, or federal codes and maintain improvements to be open and safe for public use, without regard to one's race, gender, national origin, religion, or disability. It is expressly agreed that the Department's sole involvement in the project covered by this agreement is in design and contribution of funds, that the Department shall acquire no interest in the property or improvements covered by this agreement, and that the Department and the state of Idaho, therefore, shall not bear any liability for use of the facilities or project area except insofar as such loss may be attributable to design by the Department. It is mutually agreed that the Grantee will comply with the rules governing the appropriate recreation program in effect as of the date of this agreement. ***Grantees are required to understand and follow the rules outlined in IDAPA 26.01.31 Administration of IDPR Recreational State & Federal Grant Funds, including, but not limited to:***

Expenditure of Grant Funds. The grantee shall have only the designated state fiscal year to expend and request reimbursement of grant funds. If the grant funds are not expended within the designated fiscal year, the grant shall be revoked unless the applicant makes a written request and receives an extension of time from the Department.

Documentation and System of Internal Controls. The grantee shall maintain a system of internal controls in order to identify the source and disbursement of funds provided for all project costs and match by grant or project. Accounting records shall be supported by source documentation such as vouchers, canceled checks, invoices, payroll, time and attendance records, contract and sub-grant award documents, and other required billing forms.

Disbursement of Funds. The Department shall authorize disbursement of funds allocated to a project on a reimbursement basis. This means that the grantee shall initially pay all project costs and then seek reimbursement through the Department using the approved IDPR form. Requests for reimbursement must be received within forty-five (45) days after completion of the project. In addition to reimbursement deadlines in IDAPA 26.01.31, the Department requires that all requests for project closeout reimbursements must be submitted no later than thirty (30) days prior to the end of the designated state fiscal year.

Grant Modification. Only for good cause, and upon the submission of detailed justification shown in writing and approval by the State and Federal Grant Manager may the terms and obligations of the grant application or grant agreement be modified.

Public Use/Nondiscrimination. Physical facilities and real property purchased in whole or in part with grant moneys shall be available for public use regardless of race, color, religion, national origin, gender, age, or disability. Facilities constructed with grant moneys shall meet the requirements as set by the Americans with Disabilities Act Guidelines.

For a complete list of rules please refer to https://adminrules.idaho.gov/rules/current/26/260131.pdf

SPECIAL CONDITIONS: Prior to reimbursement of grant funds, Teton County must obtain all required permits and approvals for the project and provide copies to IDPR, including the U.S. Army Corps of Engineers Nationwide Permit 36, Idaho Department of Water Resources Stream Channel Alteration Permit, and applicable Teton County Floodplain Development and Grading and Erosion Control permits.

These funds are sub-granted to the applicant as a portion of federal funds granted to the Idaho Department of Parks and Recreation as identified below:

1. Federal Agency: Department of Transportation/Federal Highway Administration
2. CFDA Title: Recreational Trails Programs
3. CFDA #: 20.219
4. Award Name: National Recreational Trails FFY 2026
5. Award #: RTP2605

By signing, the grantee acknowledges they understand the terms and conditions of accepting these funds, including any special conditions listed.

In witness thereof:

Signature-Applicant's Authorized Representative

Teton County Board of County Commissioners, Chair

Title

Date

APPROVED:

Idaho Department of Parks and Recreation

Kathy Muir, IDPR State & Federal Grant Manager

Title

Date

Grant Budget Narrative / Detailed Plan

Project Name:	Teton River Trailhead Improvements	**Date Prepared:**	**01/28/26**
Applicant (Agency) Name:	Teton County Idaho	**Project Start:**	**10/01/26**
Total Project Cost :	$162,544.10	**Project Number:**	**RT27-5-41-1**
GRANT Share:	$130,582.00	**Federal ID:**	**RTP2605**
Grant Share as % of project:	80%		

Scope of Work (basic description): This project will improve Teton Valley's busiest river access point by combining upland infrastructure improvements, such as parking delineation and regrading, with launch-site enhancements to separate boats and small watercraft users. Stabilizing existing riverbank erosion and clarifying site etiquette through better signage will help reduce existing congestion to provide a safer, more organized experience from the trailhead to the water.

PROPOSED ACCOMPLISHMENTS	GRANT	MATCH - from grant sponsor	SUBTOTALS by Category	NOTES
1. Administrative & Legal Expenses				
			$0.00	
2. Architectural and Engineering Fees				
			$0.00	
3.Other Architectural & Engineering Fees				
			$0.00	
4. Project Inspection Fees				
Permit Fees	$2,700.00			
			$2,700.00	
5. Site Work				
Gravel Overlay	$44,500.00	$14,000.00		
Installing Asphalt Apron	$23,000.00	$10,000.00		
Grading, River Site Prep, Ramp Material Install	$12,600.00			
County Labor - Cut & Install Fire Hose Parking Stripes		$2,923.50		
County Labor - Install Signs		$1,000.00		
Labor - Move & Relocate Tie-off Posts	$160.00			
Boulder Barriers - Purchse & Install	$600.00			
Delineation Fence Between Launch Areas	$500.00			
Riparian Plantings	$675.00			
Planting Enclosures - Purchase and Install Wire Enclosure Fences	$300.00			
Water Management & Erosion Control	$1,000.00			
Construction Area BMPS	$2,500.00			
			$113,758.50	
6. Demolition & Removal				
			$0.00	
7. Construction				
			$0.00	
8. Equipment (no labor)				
			$0.00	
9. Supplies & Materials				
Used Fire Hose		$2,500.00		
Spikes and Washers		$250.00		
Signs		$1,288.60		
Geoweb, ArmorFlex, and Geotextile Materials	$22,000.00			
Gravel Infill	$2,000.00			
			$28,038.60	
10. Miscellaneous				
Design Surveys, Modeling, and Development	$11,790.00			
Site Reclamation & Seeding	$300.00			
Contractor Fees	$5,957.00			
			$18,047.00	
Subtotals - grant cost share	**$130,582.00**		**$162,544.10**	
Subtotal - match cost share *(all sources)*		$31,962.10		
16. TOTAL PROJECT COSTS	**$162,544.10**			
Total project cost by type of cost share	80%	20%		

Notes: Unit costs for gravel overlay and installation of asphalt apron were calculated using recent County construction projects. Pricing for spikes and washers is from Amazon. Labor match is using county salaries.

Cost estimates prepared by: Suzanne Astle and Darryl Johnson

AGENDA ACTION ITEM

DATE: 2026-09-14

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – S5000W Change Order No. 1**

Summary:

The reason for Change Order No. 1 is the discovery of soft spots within the road traveled way section once clearing and grubbing was complete. This is always an unknown going into construction. A unit price for Unsuitable Material Excavation was determined during bids by including a line item for an estimated 765 cubic yards. Once the road is taken down to sub-grade design elevation, a deflection test is performed. If areas of the road flex or pump, we determine what action needs to be taken in order to firm up the road. In this case, there was minimal structural material under the existing road and we determined that removal of poor sub-grade material was necessary to ensure a successful project. Removal limits are marked on the ground by Public Works and the contractor removes an additional 18-inches of unsuitable material within marked limits. A work directive was given to the Contractor and this matter was discussed on 8/24. 1754 cubic yards of Unsuitable Material ended up needing removed. Additional fabric and pit run quantities needed to replace the Unsuitable Material make up Change Order No. 1.

It was discovered during the unsuitable material removal that a significant error in pit-run material was made in the original bid schedule. A modeling error amounted in a quantity deficit of approximately 4000 CY. The discovered bid schedule error is also included in Change Order No. 1.

Fiscal Impact:

See attached Change Order No. 1 request from Avail. Total contract amount increase is $88,710
See attached Change Order No. 2 request from Avail. Total contract amount increase is $166,251
See attached Change Order No. 3 request from Avail. Total contract amount decrease is ($16,832)

Attachments:

Change Order No. 1
Avail Change Order Request No. 1
Avail Change Order Request No. 2
Avail Change Order Request No. 3

SUGGESTED MOTION:

Approve the S5000W Change Order No. 1 in the amount of $238,129 for quantity overruns due to the necessary removal of unsuitable material discovered within the proposed traveled way and quantity adjustments to original bid schedule.

CHANGE ORDER NO. 1

Owner:	Teton County	Owner's Project No.:	2302
Engineer:		Engineer's Project No.:	
Contractor:	Avail Valley Construction	Contractor's Project No.:	
Project:	S5000W Reconstruction		
Contract Name:			
Date Issued:	9/14/2026	Effective Date of Change Order:	9/14/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Line Item 16: Unsuitable Material Excavation quantity increase by 989 CY +$38,571

Line Item 7: Type A Pit Run quantity increase by (UM+Bid Schedule error) 5744 CY +$183,808

Line Item 11: Subgrade Separation Geotextile quantity increase by 3500 SY +$15,750

Attachments:

N/A

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 591,130.05	Original Contract Times: Substantial Completion: 9/2/2026 Ready for final Payment: 10/7/2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ N/A	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: N/A Ready for final payment:
Contract Price prior to this Change Order: $ 588,319.50	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment:
Increase this Change Order: $ 238,129	**Increase** this Change Order: Substantial Completion: 9 Working Days Ready for final payment: 9 Working Days
Contract Price incorporating this Change Order: $ 826,448.50	Contract Times with all approved Change Orders: Substantial Completion: 9/16/2026 Ready for final payment: 10/21/2026

	Recommended by Engineer (if required)	Authorized by Owner
By:		Brad Wolf
Title:		BoCC Chairman
Date:		9/14/2026

CONSTRUCTION COR

Avail Valley Construction
[address redacted]
[address redacted]
p: [phone redacted]
0

AVAIL VALLEY CONSTRUCTION

Change Order Request

PROJECT NAME	S 5000 W Reconstruction Phase 1				
DESCRIPTION	Deduct for Type A Pit Run Quantity on CO#1				
SUBBMITTED TO	Teton County Idaho	**CHANGE ORDER NO.**	3	**REVISION NO.**	
ATTENTION	Tristan Kolb	**DATE OF REQUEST**			
SUBBMITTED BY	Cory Bybee	**EMAIL**	[email redacted]		

SUBCONTRACTOR ITEMIZED BREAKDOWN OF WORK

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Deduct for Type A Pit Run Quantity on CO#1	-526	CY	$ 32.00	$ (16,832.00)
				TOTAL	$ (16,832.00)

NAME OF REQUESTING PARTY	SIGNATURE	DATE OF REQUEST
Cory Bybee	Cory Bybee Digitally signed by DN: C=US, [email redacted] =Avail Valley Construction Date: 2026.09.08 10:04:53-06'00'	9/8/2026

APPROVED BY	SIGNATURE	DATE OF REQUEST

As requested, Sunroc Corporation proposes to perform the additional work as detailed below in accordance with the plans and specification or as requested:

NOTES

- Change Order based on plans stamped by or as directed in the field by .
- Access for paver and dump trucks must be provided. Sunroc Corporation cannot be responsible for damage to existing asphalt or concrete surfaces duet to new asphalt pavement construction.
- Proposal may not be segregated without prior approval.
- Sunroc will absorb total incentive/disincentive payment for all plant mix pavement accepted per quality.

EXCLUTIONS

- Davis-Bacon wage rates
- Fence and/or sign removal
- Saw cutting
- Traffic control
- Concrete collars
- Herbicide
- Permits of any kind
- Unanticipated soil conditions and/or soft spot repair
- Compaction and/or material testing
- Staking, surveying, monument removal and/or reset
- Rock excavation
- SWPPP, erosion control design, BMP's, inspections and maintenance, sweeping
- Weather protection
- Landscaping, landscape repair, import and/or placement of topsoil
- Hazardous material removal and/or abatement
- Temporary utility services
- Construction signage
- Sidewalk prep
- Potholing
- Irrigation and/or electrical sleeves
- Bollards

**Due to the instability of the petroleum industry with the associated price increases, Sunroc Corporation reserves the right to adjust the pricing for the asphalt products quoted above as we receive these increases. In the event that asphalt becomes unable, Sunroc shall be held harmless. Asphalt plant mix quoted is ISPWC CLASS III ½" or ¾" with 58/28 performance grade oil unless otherwise specified.
**Approval of credit, notwithstanding purchaser's acceptance of this Proposal & Contract, Sunroc's obligation to perform is conditional upon approval of the financial responsibility of the purchaser. Purchaser will furnish promptly, at Sunroc's request, information necessary to determine purchaser's financial responsibility and credit. If disapproved, purchaser will be notified and unless a satisfactory arrangement for payment is made, this agreement will become null and void without liability to either party.
**All material and work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs or any additional quantities will become an additional charge over and above attached specifications.
**This Proposal & Contract covers only the work noted above. It does not include unforeseen problems or other work items. Sunroc Corporation is not responsible for damage, costs or impact caused by or to any hidden or unknown items. Alterations, changes, additional work, unforeseen impacts, or deviations from these contract specifications will become an additional charge, due and payable.
**Any required sub-grade repairs on "Pave Only" work, which are discovered will be charged on a time and materials basis. Sunroc Corporation is not responsible for existing base or design problems.
**Sunroc Corporation cannot be responsible for drainage or water ponding on slopes of less than 1.0% or where grade is dictated by surrounding area. Patching can plug water drainage and can thus create ponding.
**This is a unit price Contract. The contract amount is based on estimated quantities. Actual payment will be on final quantities completed.
**All agreements and/or warranties, either expressed or implied, are only in written form. This is a fully integrated contract.
**Sunroc Corporation shall be entitled to a reasonable extension of time for completion and additional compensation for any change in the plans, specifications, scope of work or quantities of unit priced items identified above, and unknown conditions not reasonably anticipated by Sunroc Corporation. Any extra work required to be completed to maintain schedule prior to accepted pricing will be approved and paid within 30 days of the work being completed.
**This agreement is binding upon heirs, assignors and successors in interest.
**As a Proposal, the prices quoted are good for fifteen (15) days from the date noted on the top of the Proposal & Contract.
**Full payment is due and payable upon completion of work. Progress payments will be made if completed in stages. Interest will be charged at 1.5% per month or 18% APR for delayed payments. All expenses Sunroc Corporation incurs in the collection of money due will be reimbursed to Sunroc Corporation including attorney and consultant fees.
**Retention not to exceed that withheld by owner. Full payment upon completion of above work.
**Price based on nothing preventing Sunroc Corporation from full production. No standby is included in price.
**This Proposal & Contract may be withdrawn by Sunroc Corporation if not accepted by an authorized agent within (15) days from the date of this Proposal & Contract. This Proposal & Contract is to be incorporated into and made a part of any contract or subcontract agreement

CONSTRUCTION COR

Avail Valley Construction
[address redacted]
[address redacted]
p: [phone redacted]

AVAIL VALLEY CONSTRUCTION

Change Order Request

PROJECT NAME	S 5000 W Reconstruction Phase 1				
DESCRIPTION	Place seperation fabric and 18" of Pit Run material for soft spot repair				
SUBBMITTED TO	Teton County Idaho	**CHANGE ORDER NO.**	1	**REVISION NO.**	
ATTENTION	Tristan Kolb	**DATE OF REQUEST**	August 26, 2026		
SUBBMITTED BY	Cory Bybee	**EMAIL**	[email redacted]		

ITEMIZED BREAKDOWN OF WORK

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Square footage of areas that were removed	31,567	SQFT		$ -
2	18" Type A pit run gravel	2,280	CY	$ 32.00	$ 72,960.00
3	Subgrade Seperation Geotextile	3,500	SY	$ 4.50	$ 15,750.00
				TOTAL	$ 88,710.00

NAME OF REQUESTING PARTY	SIGNATURE	DATE OF REQUEST
Cory Bybee	Cory Bybee Digitally signed by [email redacted] DN: C=US, ="Avail Valley Construction" Date: 2026.09.08 10:18:16-06'00'	8/26/2026

APPROVED BY	SIGNATURE	DATE OF REQUEST

As requested, Avail Valley Construction proposes to perform the additional work as detailed below in accordance with the plans and specification or as requested:

NOTES

EXCLUTIONS	
	• Davis-Bacon wage rates • Fence and/or sign removal • Saw cutting • Traffic control • Concrete collars • Herbicide • Permits of any kind • Unanticipated soil conditions and/or soft spot repair • Compaction and/or material testing • Staking, surveying, monument removal and/or reset • Rock excavation • SWPPP, erosion control design, BMP's, inspections and maintenance, sweeping • Weather protection • Landscaping, landscape repair, import and/or placement of topsoil • Hazardous material removal and/or abatement • Temporary utility services • Construction signage • Sidewalk prep • Potholing • Irrigation and/or electrical sleeves • Bollards

CONSTRUCTION COR

Avail Valley Construction
[address redacted]
[address redacted]
p: [phone redacted]
0

AVAIL VALLEY CONSTRUCTION

Change Order Request

PROJECT NAME	S 5000 W Reconstruction Phase 1				
DESCRIPTION					
SUBBMITTED TO	Teton County Idaho	**CHANGE ORDER NO.**	2	**REVISION NO.**	
ATTENTION	Tristan Kolb	**DATE OF REQUEST**	September 4, 2026		
SUBBMITTED BY	Cory Bybee	**EMAIL**	[email redacted]		

SUBCONTRACTOR ITEMIZED BREAKDOWN OF WORK

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
9903	Subgrade Import Type A Pit Run	3990	CY	$ 32.00	$ 127,680.00
9904	Unsuitable Material Excavation	989	CY	$ 39.00	$ 38,571.00
				TOTAL	$ 166,251.00

NAME OF REQUESTING PARTY	SIGNATURE	DATE OF REQUEST
Cory Bybee	Cory Bybee Digitally signed by [email redacted] DN: C=US, Contractor, Date: 2026.09.04 17:22:45-06'00'	9/4/2026

APPROVED BY	SIGNATURE	DATE OF REQUEST

As requested, Sunroc Corporation proposes to perform the additional work as detailed below in accordance with the plans and specification or as requested:

NOTES

- Change Order based on plans stamped by or as directed in the field by .
- Access for paver and dump trucks must be provided. Sunroc Corporation cannot be responsible for damage to existing asphalt or concrete surfaces duet to new asphalt pavement construction.
- Proposal may not be segregated without prior approval.
- Sunroc will absorb total incentive/disincentive payment for all plant mix pavement accepted per quality.

EXCLUTIONS

- Davis-Bacon wage rates
- Fence and/or sign removal
- Saw cutting
- Traffic control
- Concrete collars
- Herbicide
- Permits of any kind
- Unanticipated soil conditions and/or soft spot repair
- Compaction and/or material testing
- Staking, surveying, monument removal and/or reset
- Rock excavation
- SWPPP, erosion control design, BMP's, inspections and maintenance, sweeping
- Weather protection
- Landscaping, landscape repair, import and/or placement of topsoil
- Hazardous material removal and/or abatement
- Temporary utility services
- Construction signage
- Sidewalk prep
- Potholing
- Irrigation and/or electrical sleeves
- Bollards

**Due to the instability of the petroleum industry with the associated price increases, Sunroc Corporation reserves the right to adjust the pricing for the asphalt products quoted above as we receive these increases. In the event that asphalt becomes unable, Sunroc shall be held harmless. Asphalt plant mix quoted is ISPWC CLASS III ½" or ¾" with 58/28 performance grade oil unless otherwise specified.
**Approval of credit, notwithstanding purchaser's acceptance of this Proposal & Contract, Sunroc's obligation to perform is conditional upon approval of the financial responsibility of the purchaser. Purchaser will furnish promptly, at Sunroc's request, information necessary to determine purchaser's financial responsibility and credit. If disapproved, purchaser will be notified and unless a satisfactory arrangement for payment is made, this agreement will become null and void without liability to either party.
**All material and work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs or any additional quantities will become an additional charge over and above attached specifications.
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**Any required sub-grade repairs on "Pave Only" work, which are discovered will be charged on a time and materials basis. Sunroc Corporation is not responsible for existing base or design problems.
**Sunroc Corporation cannot be responsible for drainage or water ponding on slopes of less than 1.0% or where grade is dictated by surrounding area. Patching can plug water drainage and can thus create ponding.
**This is a unit price Contract. The contract amount is based on estimated quantities. Actual payment will be on final quantities completed.
**All agreements and/or warranties, either expressed or implied, are only in written form. This is a fully integrated contract.
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**This agreement is binding upon heirs, assignors and successors in interest.
**As a Proposal, the prices quoted are good for fifteen (15) days from the date noted on the top of the Proposal & Contract.
**Full payment is due and payable upon completion of work. Progress payments will be made if completed in stages. Interest will be charged at 1.5% per month or 18% APR for delayed payments. All expenses Sunroc Corporation incurs in the collection of money due will be reimbursed to Sunroc Corporation including attorney and consultant fees.
**Retention not to exceed that withheld by owner. Full payment upon completion of above work.
**Price based on nothing preventing Sunroc Corporation from full production. No standby is included in price.
**This Proposal & Contract may be withdrawn by Sunroc Corporation if not accepted by an authorized agent within (15) days from the date of this Proposal & Contract. This Proposal & Contract is to be incorporated into and made a part of any contract or subcontract agreement

AGENDA ACTION ITEM

DATE: 2026-09-14

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – Solid Waste Crew Building Construction Award**

Summary:

Teton County has contracted with Architects West to prepare construction drawings for a new crew building at the Transfer Station. Bids for construction were received until 2:00 pm on 9/9/26 and bids were opened immediately following. Five bids were received. Bid tabulation is attached. R Jay Taylor Construction is the apparent low bid at $1,318,452.59.

Fiscal Impact:

Preliminary Cost Estimate prepared by Architects West (AW) during Task 1 was $836,145. This estimate did not include required site work. Construction Cost Estimate that was prepared by AW once construction drawings were complete was $1,487,726. Apparent low bid came in at $1,318,452.59. FY2026 Solid Waste Budget line item 223-00-80400; Capital Infrastructure has $770,514.30 remaining. However, there is ample remaining cash to cover the difference between low bid and remaining cash which has been ear marked for site improvements. Public Works is recommending that the BoCC approve to award and use Solid Waste remaining cash to make up the difference between line-item balance and construction costs.

Attachments:

Bid Summary
Architects West Letter of Recommendation

SUGGESTED MOTION:

I move to award construction of the Solid Waste Crew Building to apparent low bid R. Jay Taylor Construction. $1,318,452.59 bid to be paid from 223-00-80400.

TETON COUNTY, IDAHO ENGINEERING 150 Courthouse Drive Driggs, ID 83422	Project: Subject: By: Date:	**Solid Waste Crew Building Construction** Bid Comparison DWJ September 9, 2026

Bidder	BID ($)
R. Jay Taylor Construction	**$1,318,452.59**
Bateman-Hall Inc	$1,397,300.00
Alpine Construction Management	$1,446,195.00
Headwaters Construction	$1,494,821.00
Big-D Construction	$1,527,658.00

ArchitectsWest [address redacted] t. [phone redacted] com

September 9, 2026

Teton County Board of County Commissioners
Attn: Darryl Johnson, Public Works Director
150 Courthouse Drive
Driggs, ID 83422

RE: Teton County Solid Waste Transfer Station Admin Building - Recommendation for Award

Dear Teton County Board of County Commissioners:

Architects West has reviewed the bids received for the Teton County Solid Waste Transfer Station Admin Building. Five bids were received prior to the 2:00 p.m. bid deadline, and each submission included the required bid bond.

RJ Taylor Construction submitted the apparent low bid in the amount of $1,318,452.59. The bid identifies JM Mechanical as the plumbing subcontractor, Alpine Heating and Air as the HVAC subcontractor, and Cutting Edge Electric as the electrical subcontractor.

Based on our review of the bid documents and the bid-opening results, we recommend that the Teton County Board of County Commissioners award the contract for the Teton County Solid Waste Transfer Station Admin Building to RJ Taylor Construction in the amount of $1,318,452.59, subject to the County's standard verification of the submitted bid documents and execution of the contract documents.

Please let us know if the Board requires any additional information in support of this recommendation.

Sincerely,

ARCHITECTS WEST INC.



Ryan M. Johnson
Associate Principal

Enc.

cc: Steve Roth, Architects West, Inc.
File

AGENDA ACTION ITEM

DATE: 2026-09-14

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – Transfer Station Overhead Door Repairs**

Summary:

The west door on the transfer building is in need of repair. One of the door roller rails is damaged and the lift operator no longer works. The quote covers repairing the damaged rail, installing a new lift operator (this replacement is better suited to the transfer building environment), and general maintenance for the rest of the door.

As a heads up, another door (the easternmost door on the south side of the transfer building) is also starting to fail. Solid Waste suspects this motor will also need to be replaced in the coming weeks. This door has no other physical damage.

Fiscal Impact:

Estimated cost to repair is $8,762 (see attached). The repair will be paid from line item 223-00-43002 Repairs/Maint-Facilities. There is $15,703.43 remaining in this account.

Attachments:

Repair Estimate

SUGGESTED MOTION:

I move to approve repairs on the Solid Waste west transfer building overhead door as presented. $8,762 cost to be paid from 223-00-43002

Russ's Overhead Doors & Awnings of Idaho

ESTIMATE	#567
ESTIMATE DATE	Sep 3, 2026
EXPIRATION DATE	Oct 3, 2026
TOTAL	$8,762.00

Teton County Solid Waste
Teton County solid waste aka Teton Transfer Station
[address redacted] [address redacted]
[address redacted] [address redacted]

[phone redacted] [phone redacted]
Dodonnell@Tetoncountyidaho.gov

CONTACT US

4308 N Haroldsen Dr
[address redacted] [address redacted] [address redacted]

(208) 522-5026
[email redacted]

ESTIMATE

Option #1

Services	qty	unit price	amount
LT751L5-MC-20 LIFTMASTER TROLLEY 20Ft 3/4 HP OPERATOR, 115V/230V, SINGLE PHASE	1.0	$4,395.00	$4,395.00
Froll3xxl 3"Nylon Roller, 9" zinc plated stem, 100,000 cycle	22.0	$28.00	$616.00
Equipment Use Equipment Use	1.0	$550.00	$550.00
CLabor Comm'l Labor & Travel	16.0	$190.00	$3,040.00
999 3 inch track repair on both horizontals	1.0	$150.00	$150.00
LUBE Door Lubrication	1.0	$11.00	$11.00

Services subtotal: $8,762.00

Subtotal	$8,762.00
Tax (ID Sales Tax 6%)	$0.00
Total	**$8,762.00**

Customers are required to pay 50% down at the time of purchase. Balance is due upon completion of the job. If order is cancelled 50% restocking fee. Out of state work is to be paid in full prior to installation. Lead times on doors do vary. We can only give you what the plant gives us on the lead time. Notice: Under mechanics lien law of the state of Idaho any contractor, sub contractor, laborer or other person who helps to improve your property but is

Site-Specific Zoning Map Amendment Request

FOR:	Peter Poutiatine
WHERE:	2301 N. HWY 33
PREPARED FOR:	Board of County Commissioners Public Hearing of September 14, 2026

APPLICANTS: Peter Poutiatine & Charlie Sands
PRIMARY CONTACT: Peter Poutiatine

OVERVIEW: The applicants are requesting rezone of Teton County Parcel No. RP05N45E148505**.** The application proposes a zoning change from RN-5 Rural Neighborhood, 5-ac avg density to IR Industrial Research. The applicant is requesting a site-specific zoning map amendment for 2301 N Hwy 33 in Driggs to establish a small, four-year private high school. The subject property, is identified as IR on the Future Land Use map in the County's Comprehensive Plan. The property is also in the Scenic Corridor Overlay (Type 2 Resource Area).

APPLICABLE COUNTY CODE: Teton County Land Development Code (LDC), § 4-5, Site-Specific Zoning Map Amendment and 5-5 Scenic Resource Protection.

PARCEL NUMBERS: RP05N45E148505
LEGAL DESCRIPTION: TAX #6321 SEC 14 T5N R45E
ZONING DISTRICT: RN-5 Rural Neighborhood, 5-ac avg density
PROPERTY SIZE: 6.58 acres

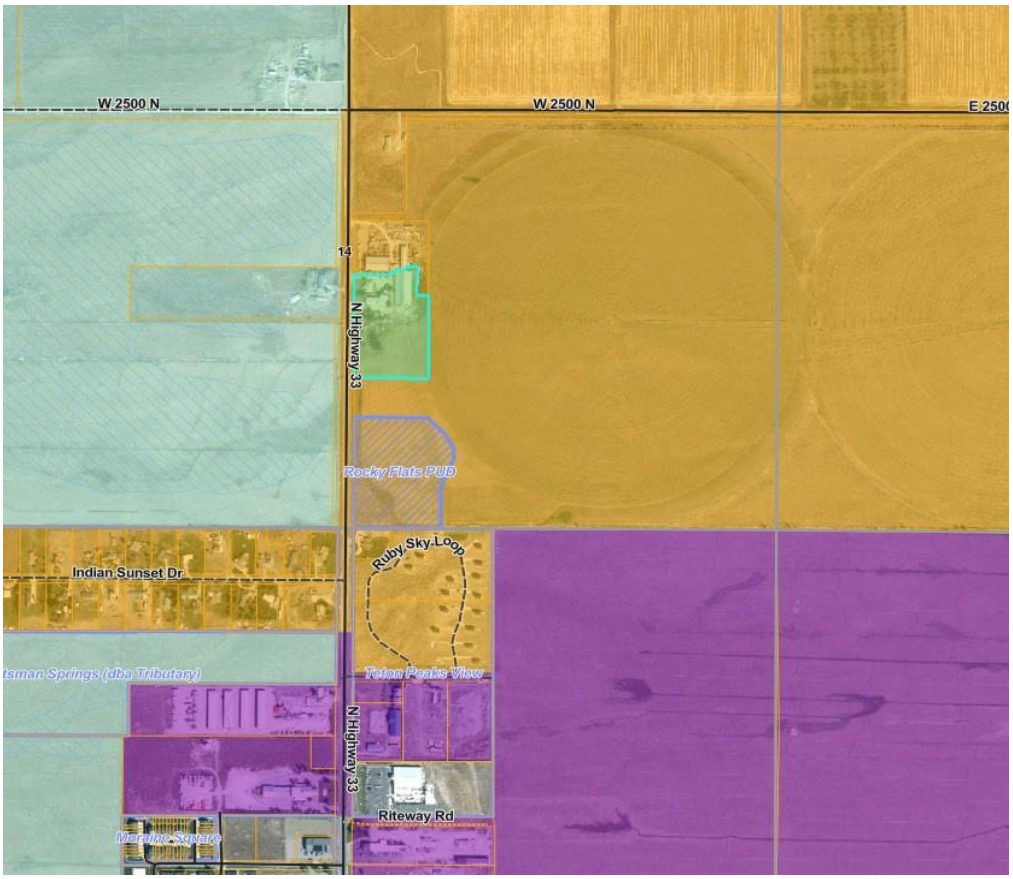


Figure 1. Vicinity Map. Subject Parcel Highlighted Blue. North of Driggs.



Figure 2. Aerial Image

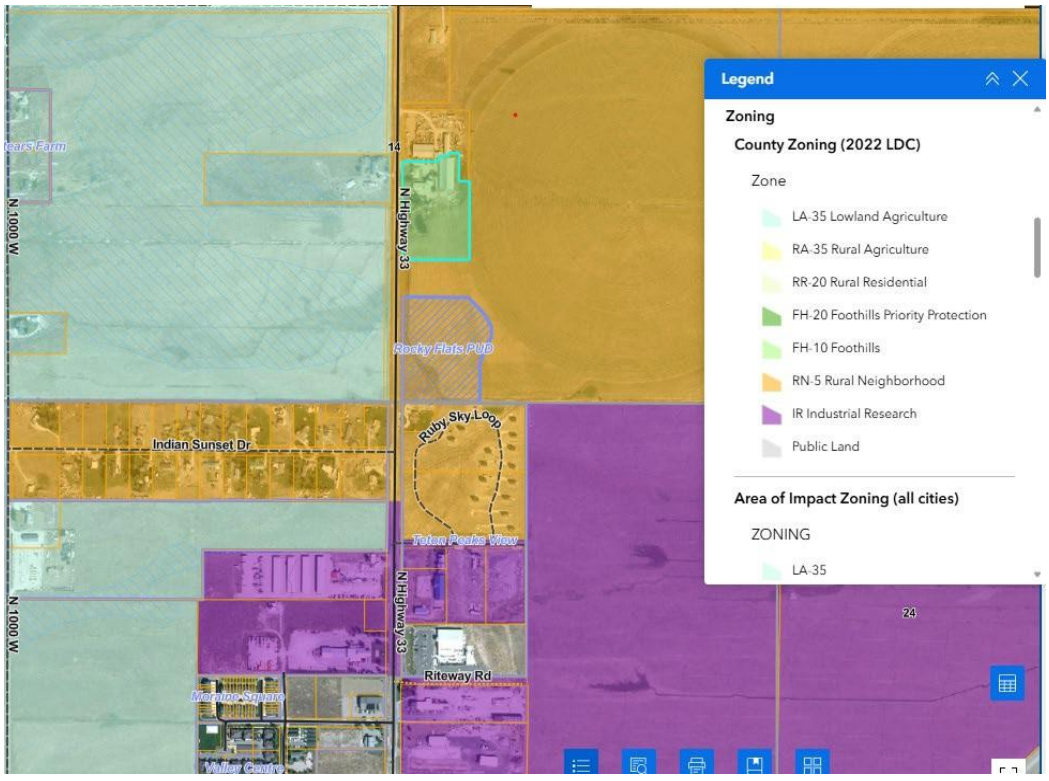


Figure 3. Context of surrounding county zoning districts.

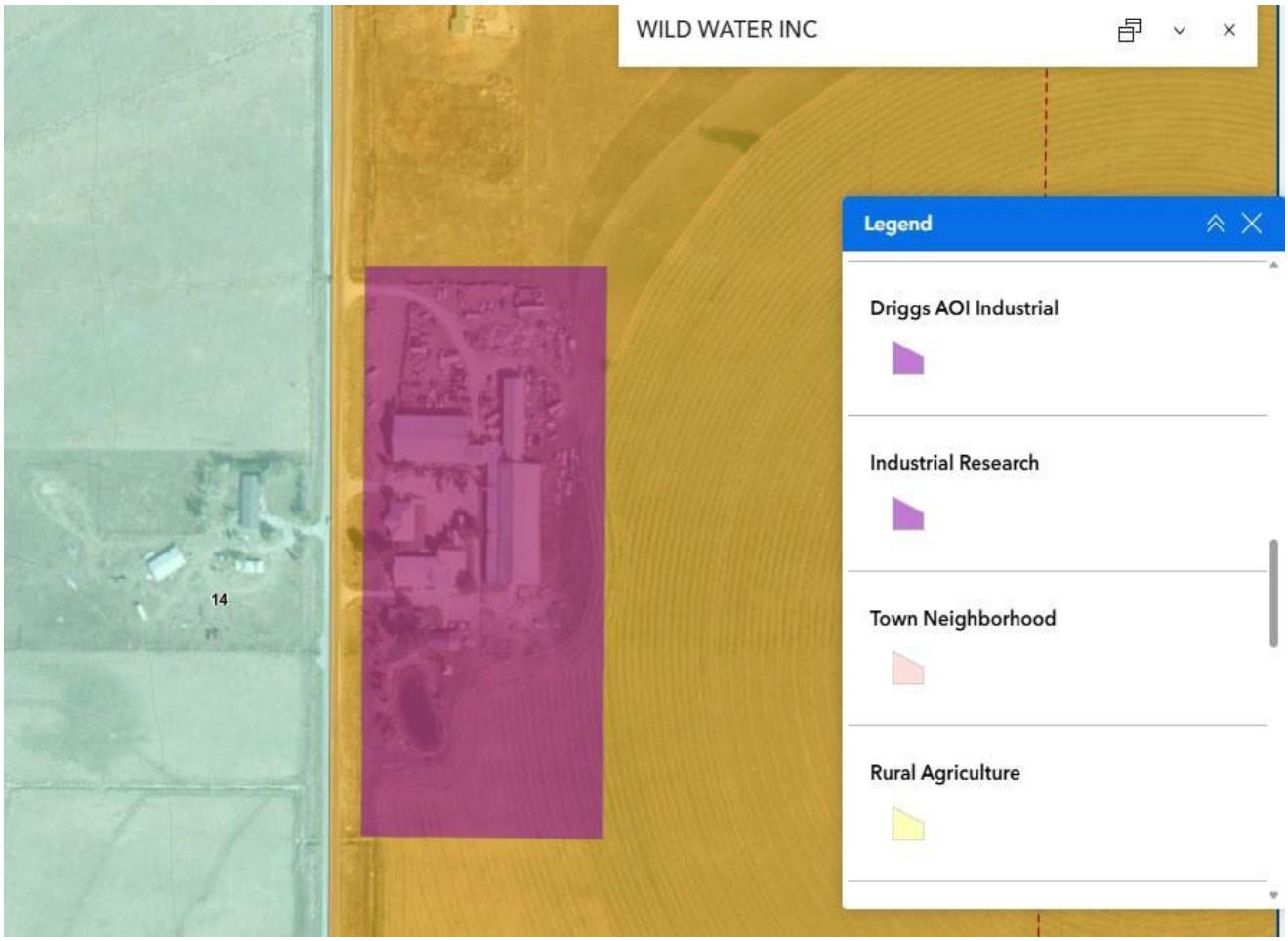


Figure 4. 2012-2030 Comprehensive Plan Preferred Land Use Map.

LAND USES

Rural Neighborhood: Rural Neighborhoods are located north of Driggs and Victor along Highway 33. These areas currently include a mix of developed residential subdivisions, undeveloped residential lots, and some commercial and light industrial development. There is limited road connectivity within these areas and most vehicle traffic is directed to the highway. Very little pedestrian and bicycle infrastructure is in place. The unincorporated town of Felt is also considered a Rural Neighborhood area. In general, further development and densification of Felt is not supported by its residents; however, the desire for a small public park and decreased speed limits were voiced by many. Desired future character and land uses for the Rural Neighborhoods include:

- A transitional character in between that of Town Neighborhoods and Rural Areas
- Medium density single family neighborhoods with large open spaces and provisions for clustering
- Amenity-based neighborhoods
- Safe and convenient street and pathway connections within these areas and, when practical, to Towns
- Well-defined open space areas that connect to provide corridors
- A clear distinction between residential development and open space/agricultural areas

Industrial/Research: These areas are separate from the Town Neighborhoods and have low visibility from the scenic corridor and tourist centers. Most of these areas are currently undeveloped and utility services are available. Desired future character and land uses for Industrial/Research areas include: * Light industrial

* Heavy industrial at the appropriate scale and in appropriate locations * Cottage industries * Safe and convenient street and pathway connections to towns * Well maintained roadway connections to highways

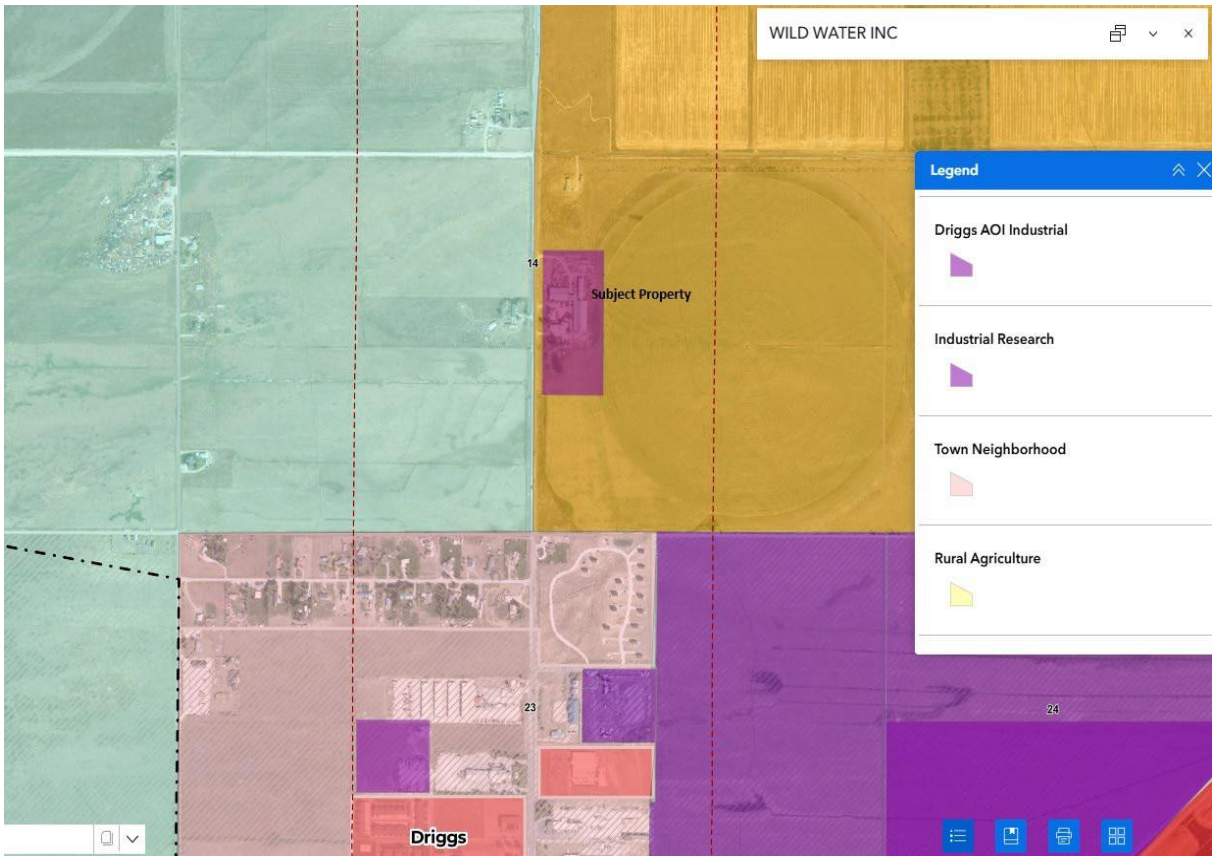


Figure 5. Subject Property with surrounding Preferred Land Use zoning

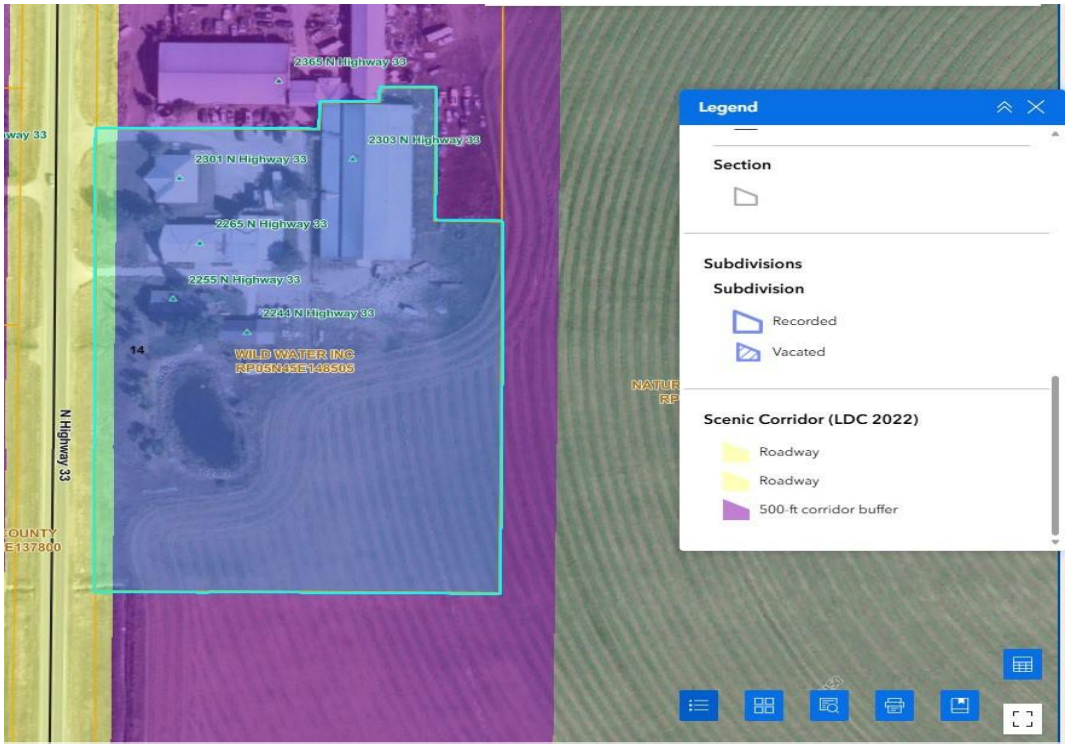


Figure 6. Scenic Corridor Overlay Type 2

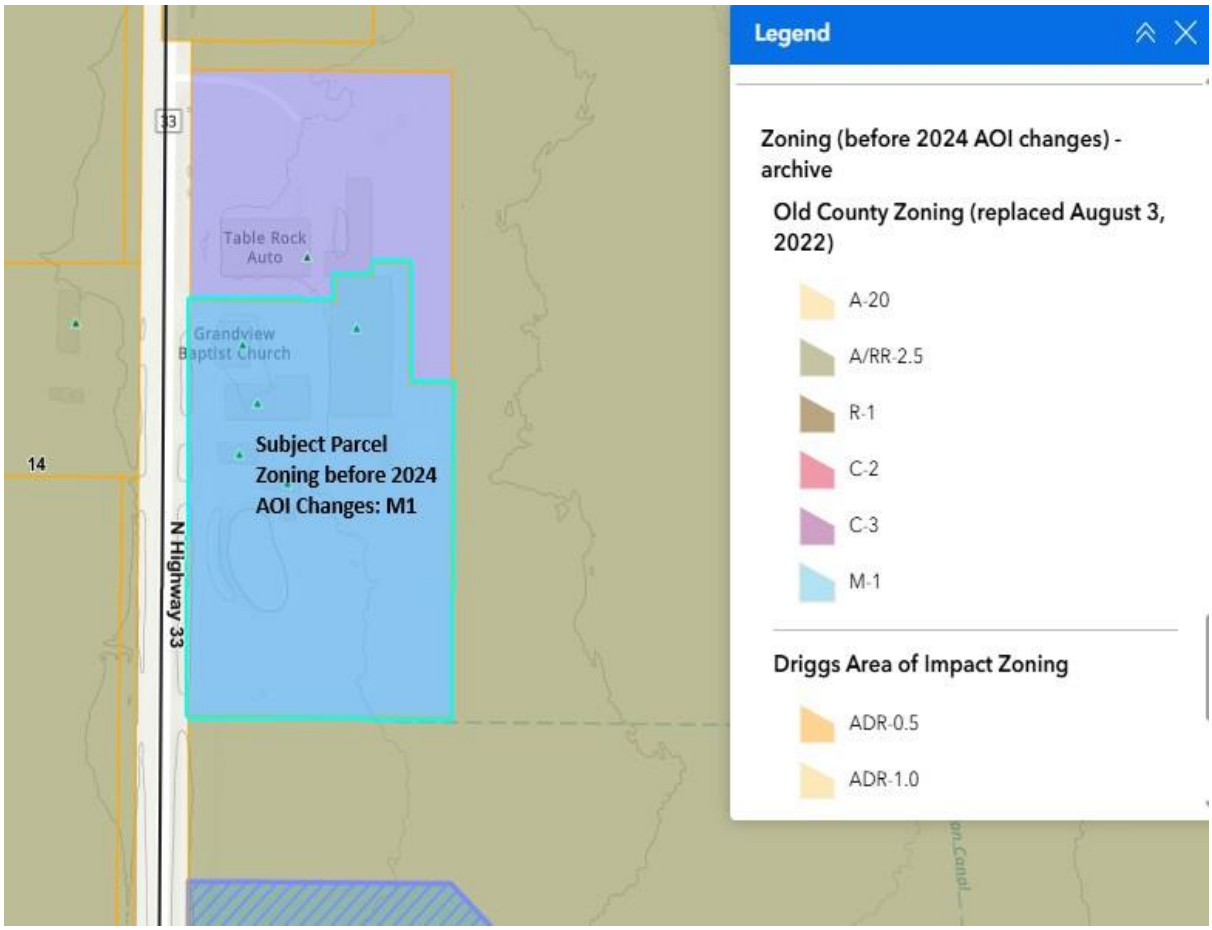


Figure 7. Zoning (before 2024 AOI changes)

BACKGROUND:

In 2024, the County renegotiated the Area of Impact (AOI) agreement with the City of Driggs in response to changes in state statutes that required reconsideration of both the outer boundaries of the AOI and the applicable land use plans and ordinances to be administered within the AOI.

This process culminated in a Written Decision that reduced the Driggs Area of Impact in the vicinity of the subject parcel and removed these parcels from the AOI. As a result, it became necessary to assign a zoning designation authorized for use by the County outside of the AOI. At that time, the parcels were assigned the **RN-5 Rural Neighborhood, 5-ac avg density** zoning designation under the Teton County Land Development Code.

At the time of the final decision, the County's Land Development Code included provisions allowing for a request for reconsideration, as also authorized under Idaho Code § 67-6535(2)(b). However, the zoning designation assigned to the subject parcels was not formally challenged during that period.

The Land Development Code does provide a process for requesting a **site-specific Zoning Map Amendment** for a parcel, provided the proposed zoning is supported by the Comprehensive Plan. This has typically focused on the Preferred Land Use Map/Framework map, but could also consider land use area descriptions and policy and goal language.

Figure 8 below depicts surrounding land uses. This includes a heavy commercial use to the north, and a single residence further to the north. The south and west include cultivated farmland with a central pivot. This included a prior Planned Unit Development which was vacated. The property has frontage on the west side on Hwy 33. Given this, there is not a clear requirement to consider buffering from abutting residential uses.



Figure 8. Surrounding Land Uses.

4-5 Site-Specific Zoning Map Amendment

A. Applicability: This section provides standards and quasi-judicial processes for requests for site-specific changes to the official zoning map. Its purpose and intent are to mitigate potential known negative impacts a change in zoning may have on the public, the neighborhood, or surrounding property owners and to ensure due process.

B. Eligible Applicants The property owner, BoCC, or PZC may initiate consideration of a proposed amendment to the official zoning map.

C. Submittals

The following are required to be submitted with an application for a zoning map amendment. 1. A written description and explanation of the proposed amendment to the Zoning Map, including a description of affected properties and the relationship of roads to the property under consideration.

2. Vicinity map

3. The revisions to the current official zoning map, illustrating proposed amendments.

4. Written explanation of how the proposed amendment is in accordance with policies of the Comprehensive Plan, the LDC, review criteria, and applicable provisions of the Idaho Code.

5. If the application relates to a public-school facility, pursuant to Idaho Code section 67- 6519(3), documentation and studies sufficient for County consideration of impacts related to transportation, use and zoning of surrounding properties, and other impacts the County deems relevant and appropriate to the particular application. Chapter 4 – Application Procedures 4-63

D. Public Notice and Requirements Public notice shall follow the noticing procedures set out in Section 4-2-D above.

E. Review Procedures. The timeframes stated in this section are not applicable to proposed amendments to the Zoning Map initiated by the Administrator, PZC, or BoCC. Other procedural steps and notice requirements apply.

F. Review Criteria

1. The recommendations of the PZC and the final decision of the BoCC on an application to amend the official zoning map, will be based on the following criteria:

a. The Zoning Map amendment is not in conflict with the Comprehensive Plan. Staff comment: The Preferred Land Use Map identifies the subject property as Industrial/Research. The property is located in an area with scattered residential developments and includes frontage on Highway 33, which carries a Scenic Corridor Overlay Type 2 designation. Please note that the scenic corridor review will be triggered if and when new construction occurs on the property.

b. The Zoning Map amendment substantially conforms to the stated purpose and intent of the LDC. Staff comment: The LDC has limited language related to intent, including that found in 1-1 (B). It describes guiding residential and non-residential growth to protect, promote, and improve public health, safety, and overall welfare. When the Comprehensive Plan was prepared, land in the AOI was designated as rural neighborhood and was understood to have a likelihood of annexation. Planning staff believes that the proposed zoning currently reflects the mix of land uses and parcel sizes consistent with the characteristics of the land and proximity to the City of Driggs, though the City requested to have its AOI moved away from this property. Although conditions may have changed to some extent since the existing comprehensive plan was adopted, the future land use map supports this zoning designation more so than the zoning which was assigned.

c. The Zoning Map amendment will reinforce the existing or planned character of the area. See comments above.

d. The Zoning Map amendment will not have a demonstrable adverse impact upon public service delivery by any jurisdiction or agency providing services in the County, including school districts. Staff comment: While the proposed zone change to Industrial Research (IR) would permit the property to be subdivided into five one-acre lots, that specific scenario has not been formally proposed or stated.

e. The subject property is appropriate for development allowed in the proposed Zoning District, including, if the application relates to a public-school facility, the impacts authorized for review under Idaho Code section 67-6519(3). Staff comment: The property has had previous commercial uses which seem suitable for some of the uses allowed in the proposed zone. The applicants have identified a desired future use for a private school, but the provisions referenced in this Idaho Code section are limited to public schools.

f. There are substantial reasons why the property cannot be used according to the existing zoning. Staff comment: Schools are only permitted in IR & AOI 2.5 & 20 acres zones. The historic uses were not primarily residential.

g. The map amendment does not have the effect of creating a regulatory taking under federal or state law, including, as applicable Idaho Code section 67-8001, et seq. Staff comment: Not applicable

h. The County and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater

facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development. Staff comment: This criterion is similar to d, above. It is not clear that the change would result in a change in the ability of public service providers to serve the property. There could be an increase in the need for services with the potential to create additional lots.

i. The Zoning Map amendment will not have a demonstrable adverse impact upon the natural environment, including air, water, noise, stormwater management, wildlife, scenic corridor views, and vegetation. Staff comment: No studies have been prepared to analyze the potential impacts of the zone change. The rezoning alone does not inherently impact natural or cultural resources; it only affects the potential for increased impacts. Studies to analyze these effects are often completed in conjunction with a specific division or use application or by demonstrating conformance with applicable zoning requirements. Where the site has existing buildings which will likely be used for a school, the impacts may not be significantly different from prior uses.

j. The Zoning Map amendment will not have a demonstrable adverse impact on property in the vicinity of the subject property. Staff comment: While surrounding parcels have RN-5 Rural Neighborhood, 5-ac avg density, many have industrial and commercial interests operating on site today.

k. The proposed change is consistent with the requirements of the Planning Act, including but not limited to matters related to manufactured housing, group housing, certain animal operations, sexually-oriented business, and use of surface and groundwater. Staff comment: The applicants are following procedures for review envisioned in the Local Land Use Planning Act as well as required by the LDC.

G. Final Decision

1. Following receipt of a recommendation of the PZC, and compliance with notice and hearing requirements, the BoCC will make a final determination on the proposed amendment to the official zoning map and will issue a Written Decision within 7 days of its final hearing.

Zoning Analysis:

Zone district	**RN-5 Rural Neighborhood**	**Industrial/Research**
Average density *(through subdivision)*	1 lot per 5 acres	-
Minimum lot size	1 acre	1 acre
Setbacks	30’ (Side and front); 40’ rear	10’ (side and front); 10’ rear
Minimum Lot width	100’	70’ feet
Maximum building height	30’ residential 60’ ag buildings	45’ residential 60’ ag buildings

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE:

Idaho Code, Title 67, Section 67-6509, 67-6511, 67-6512, and LDC, Chapter 4-2-C. The public hearing for the BoCC was duly noticed in the Teton Valley News on August 26 & September 2, 2026. A notification was sent via mail to surrounding property owners within a 300-foot buffer area on August 21, 2026. A notice was also posted on the property providing information about the public hearing on September 1, 2026

PUBLIC COMMENT:

Staff has received no public comment during the PZC review. One letter of support was submitted by TREC for the Board review.

FINDINGS OF FACT:

The Comprehensive Plan Framework map, AKA Preferred land use map, designates the parcel as Industrial/Research: These areas are separate from the Town Neighborhoods and have low visibility from the scenic corridor and tourist centers. Most of these areas are currently undeveloped and utility services are available. Desired future character and land uses for Industrial/Research areas include: * Light industrial * Heavy

industrial at the appropriate scale and in appropriate locations * Cottage industries * Safe and convenient street and pathway connections to towns * Well maintained roadway connections to highways.

Peter Poutiatine submitted a request for rezoning along with payment of applicable fees on June 22, 2026. The applicants are requesting that the parcel be zoned as IR Industrial/Research. The parcel is currently zoned RN-5 Rural Neighborhood, 5-ac avg density.

Planning & Zoning Commissioners Public Hearing of August 11, 2026: Having concluded that the Review Criteria of a request for a zoning change found in the Teton County Land Development Code, Section 4-5, can be satisfied, I move to Recommend APPROVAL of a rezone of the Wild Water LLC property to IR Industrial Research as requested in the application materials submitted June 22, 2026 and subsequent updated material.

In reaching their recommendation, some of the Commission members did note concerns with the subsequent use of the property being considered similar to School, secondary (College or university or (trade and vocational). The Planning Administrator noted that he believed that the proposed use did have similarities to a vocational school, however, no formal determination of similarity has been issued at this stage of review. This will need to be formalized before a new use can be established at this site. Although the Administrator did ask the Commission if they believed a development agreement should be used to clarify allowed future uses here, they did not address in their recommended conditions of approval.

Board of County Commissioners' Action:

A. APPROVAL to rezone the Wild Water LLC property from RN-5 Rural Neighborhood to IR Industrial Research, having provided the reasons and justifications for the recommendation.

B. DENIAL to rezone the Wild Water LLC property from RN-5 Rural Neighborhood to IR Industrial Research, having provided the reasons and justifications for the denial recommendation.

C. MODIFY the rezone request of the Wild Water LLC property from RN-5 Rural Neighborhood, to IR Industrial Research), specifying how it is modified and providing the reasons and justifications for the modifications to the application request.

D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.

MOTIONS:

APPROVAL

Having concluded that the Review Criteria of a request for a zoning change found in the Teton County Land Development Code, Section 4-5, can be satisfied, I move to **APPROVE** a rezone of the Wild Water LLC property to IR Industrial Research as requested in the application materials submitted June 22, 2026 and subsequent updated material.

DENIAL

Having concluded that the Review Criteria of a request for reconsideration for a zoning change found in the Teton County Land Development Code, Section 4-5, have not been satisfied, I move to **DENY** a rezone of the Wild Water LLC property to IR Industrial Research as requested in the application materials submitted June 22, 2026, with the following findings:

MODIFICATION

Having Reviewed the Criteria of a request for a zoning change found in the Teton County Land Development Code, Section 4-5, I move to **MODIFY** a rezone of the Wild Water LLC property to IR Industrial Research as requested in the application materials submitted June 22, 2026, in the following

way and with the following findings:

CONTINUE
Having reviewed the Criteria for a zoning change found in the Teton County Land Development Code, Sections 4-5, I move to **CONTINUE** the BoCC Public Hearing. [with reasons given as to the continuation or need for additional information] to [a future date & time].

Prepared by:
Mitzi Van Arsdell, Associate Planner

Attachments:

A. Application
B. Narrative
C. TWHS_EXISTING SITE PLAN_260619
D. TWHS_VICINITY MAP_260619
E. Comp Plan Map – detail
F. Comp Plan Map - large scale
G. Public Comment - Letter of Support from TREC_8.21.2026

Planning & Zoning Department

Zone Change Application

Site-specific Zoning Map Amendments require two public hearings – one before the PZC and one before the BoCC. Review criteria is found in LDC section 4-5-F.

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

Owner Info

Owner Name: MR CHARLIE SANDS

Address: P.O. Box 696 WILSON WY Zip code: 83014

Project Location

Name of Applicant (if different than owner): PETER POUTIATINE Phone: (208) 313-1661

Project Address (if different than owner address): 2301 N. HWY 33 ID 83422 Zip code: 83422

Email: peterp@tetonswest.org Zoning District: _____

Primary Contact (if not applicant): _____

Email: _____ Phone: ( ) _____

Designated Primary Contact ☐ Owner ☒ Agent/Representative

Project Info

RP#: _____

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: 6/15/26

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: Charles E Sands Date: 4/17/26

Checklist

All items need digital copies as well as paper copies.

- ☐ Complete application and fee.
- ☑ Site Plan
- ☑ Vicinity Map and map showing the revisions of the current official zoning map
- ☑ A written statement / narrative demonstrating how the zone change request meets the review criteria below and other requirements of law (LDC 4-5-F).
- ☐ Other studies and documents as requested to ensure review criteria are met.

SECTION II: CONSIDERATION FOR APPROVAL

- ☐ The Zoning Map amendment is not in conflict with the comprehensive plan.
- ☐ The Zoning Map amendment substantially conforms to the stated purpose and intent of the
- ☐ LDC.
- ☐ The Zoning Map amendment will reinforce the existing or planned character of the area.
- ☐ The Zoning Map amendment will not have a demonstrable adverse impact upon public service delivery by any jurisdiction or agency providing services in the County, including school districts.
- ☐ The subject property is appropriate for development allowed in the proposed Zoning District, including, if the application relates to a public-school facility, the impacts authorized for review under Idaho Code section 67-6519(3)
- ☐ There are substantial reasons why the property cannot be used according to the existing zoning.
- ☐ The map amendment does not have the effect of creating a regulatory taking under federal or state law, including, a applicable Idaho Code section 67-8001, et seq.
- ☐ The County and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.
- ☐ The Zoning Map amendment will not have a demonstrable adverse impact upon the natural environment, including air, water, noise, stormwater management, wildlife, scenic corridor views, and vegetation.
- ☐ The Zoning Map amendment will not have a demonstrable adverse impact on property in the vicinity of the subject property.
- ☐ The proposed change is consistent with the requirements of the Planning Act, including but not limited to matters related to manufactured housing, group housing, certain animal operations, sexually-oriented business, and use of surface and groundwater

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___.

Statement and Narrative

1. Purpose

   The purpose of this statement is to make the case for a site-specific zoning map amendment for the parcel identified as TAX #6321 SEC 14 T5N R45E, parcel number RP05N45E148505, comprising 6.58 acres and including the building addressed as 2301 N Hwy 33 in Driggs. That parcel is currently zoned Rural Neighborhood, which does not permit our intended use. We are requesting that the parcel's zoning be revised to Industrial Research, a revision which accomplishes two primary goals:

   A. Rezoning that parcel will align its land use intention with the Comprehensive Plan, and
   B. Rezoning that parcel will allow Tetons West Experiential High School to apply for a use permit appropriate to its mission and permitted by the Land Development Code use provisions.

2. Who We Are

   Tetons West Experiential High School is a proposed small four-year private high school. We will start with 16 ninth grade students, admitting a new class each year, and grow over four years to a full capacity of 64 students. We intend to remain small and personalized by design. A detailed description of the Tetons West school model and our plan for development and growth is available, if needed or desired. More information about the effort to bring this school to fruition is also available on our website: tetonswest.org.

3. An Ideal Site

   The property at [address redacted] 33 in Driggs is ideal for the launch of our school in many ways. Over the span of two years we searched for viable launch sites, considering a handful of promising possibilities. Each one proved non-viable in the end, except for this one.

   [address redacted] 33 is an advantageous property for the launch of our school for a number of reasons, all of which together compel us to seek approval of our site-specific zoning amendment request.

4. Discussion

   Making the following points, we hope to show that the best course of action is a site-specific zoning map revision that allows Tetons West Experiential High School to open and operate at the property located at 2301 N Hwy 33 in Driggs.

   4.1. Alignment with the Comprehensive Plan

   4.1.1. While the parcel is currently zoned as Rural Neighborhood (RN) in the existing Land Development Code (LDC), it is slated to become Industrial Research (IR) in the Comprehensive Plan (CP). Our request to rezone the parcel serves the purposes and the intent of the Comprehensive Plan and aligns the zoning of

the parcel with the county's intended use. See Fig. 1 – Comprehensive Plan Framework, large scale view, showing the approximate location of the property within the CP map.

4.2. Conformation to the Purpose and Intent of the Land Development Code

4.2.1. The LDC, as we understand it, is intended to accord with the Comprehensive Plan, and to "protect, promote, and improve public health, safety, and general welfare." We believe that rezoning the parcel as IR aligns with the goals of the Comprehensive Plan as written and promotes the common good and public welfare by permitting not only the current and existing uses of the site, but also future uses, including Tetons West, which will be a real and tangible educational and economic benefit to the community.

4.3. Historical Use

4.3.1. The parcel in question has been used and occupied for industrial and commercial purposes in the past. As recently as 2008, the site accommodated the Bergmeyer Manufacturing Company. The building Tetons West hopes to inhabit was the furniture showroom, the building next door with the corrugated façade was the main woodshop, and the building in the back was a furniture storage warehouse.

4.3.2. After Bergmeyer closed operations in 2008 on site, I believe, the site accommodated one or more churches or houses of worship. Grandview Baptist Church as well as the Mountain View Worship Center each inhabited the building at one time or another.

4.3.3. Currently, on the parcel just to the north, within a stone's throw, is Table Rock Auto run by Jared Parsons, a long-time Teton Valley resident. Jared tells me that before he took over the family business, he and his father ran the business on the same site together.

4.3.4. In the building at the back of the parking lot is Skyline Painting Company. I believe Skyline currently leases from Jared Parsons.

While historical use does not dictate future use, the point we would make is that rezoning the parcel now will not, from a historical perspective, significantly change the character of the parcel or the area.

4.4. Character of the Area

4.4.1. The neighboring parcel has industrial and commercial interests operating on site today. Rezoning the parcel will not change the character of the area.

4.4.2. Directly across Hwy 33 is a house, addressed 2284 N Hwy 33, and owned and inhabited by Amanda Letham, on land that is

zoned as Mixed Agriculture Wetland. Rezoning the parcel in question will not a measurable impact on our neighbor, Ms. Letham, because of the current industrial and commercial use of the parcel

We see no significant change to the fundamental character of the neighborhood or the area on either side of Hwy 33 by rezoning the parcel in question.

4.5. Public Service Delivery

4.5.1. We met with Teton County Fire Marshal, Kevin Brown, to walk the site and the building and to talk about fire suppression and any concerns our operating there might pose. In the end, Kevin had no concerns and informed us that that building, with sufficient fire extinguishers, posed no unusual challenge to fire suppression or emergency response. Rezoning will have no anticipated effect on fire suppression or emergency response.

4.5.2. Similarly, rezoning the parcel does not suggest a foreseeable interruption or challenge to public school bus routes, public transportation, or public access to open space, parks, bike routes, or walkways.

Public service delivery will not be interrupted or adversely impacted by rezoning.

4.6. Appropriate Development in the Proposed Zoning District.

4.6.1. Given current and anticipated future land use in the proposed zoning district, which is Industrial Research, we can see no indication of inappropriate development. Tetons West intends to occupy the building at 2301 N Hwy 33 but not to build or to expand development at the site. The use category for our intended use is “School, Secondary (Trade or Vocational)”, which is permitted in an IR zone.

There is no reasonably foreseeable development or land use in the proposed zoning district that would be inappropriate.

4.7. Substantial Reasons the Property Cannot Be Used According to Existing Zoning

4.7.1. It is clear that the property cannot be used for our purposes according to existing zoning because secondary schools are not permitted in RN zones. Furthermore, it is not even clear that the property can be readily used in accordance with an RN zone as is because it is surrounded by industrial and commercial uses. The building and the surrounding property is not well suited for a “rural neighborhood”, but we speculate that that is why the Comprehensive Plan calls for it to be rezoned eventually as IR. See Fig. 2 – Comprehensive Plan Framework, showing site detail and current industrial and commercial uses on site.

4.8. Regulatory Taking

4.8.1. The proposed site-specific zone map amendment will not result in or have the effect of creating a taking of any kind, regulatory or otherwise. Rezoning will not result in an invasion or a curtailing of any current economic use. In fact, it will bring current economic use into alignment with the zoning of the parcel.

We do not foresee an infringement on or a taking of anyone's current use of the property or neighboring properties, either economic or otherwise.

4.9. Impact on Service Providers

4.9.1. The property is currently supplied with water by a well, waste disposal by a septic system, electric power by buried lines, and propane from an above ground tank. We do not foresee rezoning having an adverse impact. Furthermore, there are normal phone and DSL lines running to the site. Surface water drains into the ditch that parallels Hwy 33. There will be no foreseeable impact to County and other service providers by the rezoning of the parcel.

The proposed zone amendment does not pose a threat to or an impact on any service providers or systems currently providing service. See Fig. 3 – Existing Conditions Plan (Site Map).

4.10. Impact on the Natural Environment

4.10.1. The proposed zoning map amendment is not likely to result in any new significant impact on the natural environment because of the industrial and commercial uses that currently exist on site and have historically existed. Current and future uses are not likely to produce emissions, pollutants, or noise greater than current levels. Wildlife habitat and migration corridors will not change or be affected by the rezoning because the rezoning will simply bring the current and historical use into alignment with the Comprehensive Plan.

The proposed zoning map amendment will not have a new or increased impact on the natural environment.

4.11. Impact on Property in the Vicinity

4.11.1. The proposed zone amendment is not likely to have an adverse impact on properties in the vicinity, again, because the current commercial and industrial uses that exist on the property won't change by amending the LDC. The historical use – and current use – demonstrate the entirety of the impact that the proposed rezoning will have and properties in the vicinity are currently comfortable with that impact.

We are confident that the proposed zoning map amendment will not have an adverse impact on properties in the vicinity.

4.12. Support of the Owner and Our Neighbors

4.12.1. Charles Sands, owner
[address redacted]
Wilson, WY
Charlie Sands owns the property, has leased us the building, which was the old furniture showroom, and has expressed his support for the rezoning and our project.

4.12.2. Amanda Letham, neighbor
[address redacted] 33
Driggs, ID
Amanda lives just across Hwy 33. She has expressed support and enthusiasm for the high school and for the rezoning request.

4.12.3. Jared Parsons, neighbor
Table Rock Auto, owner
[address redacted] 33
Driggs, ID
We have also spoken to Jared Parsons at some length. Jared is quite supportive of the rezoning effort and was somewhat surprised to learn that his business is currently on a parcel zoned RN.

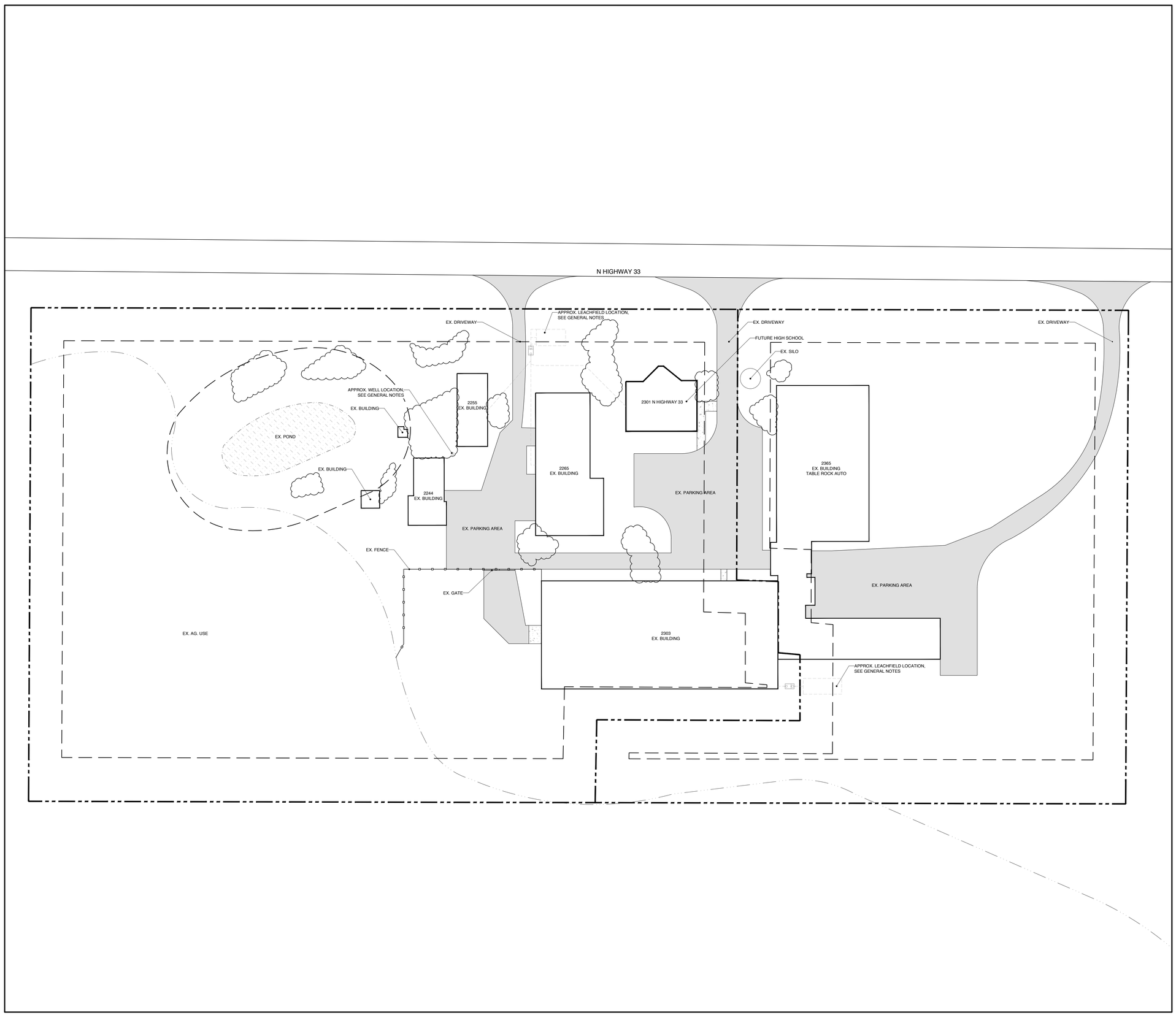
We are confident that our landlord and our neighbors understand the rezoning effort and are supportive of it.

5. Conclusion

5.1. For the above reasons, and with particular emphasis on the alignment of the proposed site-specific zone map amendment to the Comprehensive Plan, we respectfully request that the parcel identified above be rezoned and redesignated as Industrial Research.

Please see the requested documents:

- Fig. 4. Existing Zoning Vicinity Map
- Fig. 5. Proposed Zoning Vicinity Map



LEGEND

- Property Boundary
- Approx. Setback
- Ex. Pond Edge
- Ex. Fence
- Ex. Agricultural Use Edge
- Existing Vegetation - See Notes

GENERAL NOTES

Site Information: All base site information including property boundaries, building envelopes, setbacks, and existing site elements is based on 2025 aerial imagery.

Existing Site Only: Site plan shows existing conditions based off 2025 aerial imagery. No proposed alterations shown.

Utilities: Approximate locations based on 'Septic System Inspection Report' and 'On-Site Evaluation' provided by District Seven Health Department. Propane location TBD at later date.

0' 20' 40' 80' SCALE: 1" = 40'

PLACE LANDSCAPE ARCHITECTS
BOX 1143
VICTOR, ID 83455
[phone redacted]

TETONS WEST EXPERIENTIAL HIGH SCHOOL

2301 N HIGHWAY 33, TETON COUNTY, ID

ISSUANCE:
06.19.26 - SITE PLAN

EXISTING CONDITIONS PLAN

L1.0

LEGEND

- LA-35 Lowland Agriculture
- IR Industrial Research
- RN-5 Rural Neighborhood
- AOI-2.5 Zone 1
- IL Light Industrial

E 2500 N

SUBJECT PROPERTY
2301 N HIGHWAY 33

HIGHWAY 33

INDIAN SUNSET DRIVE

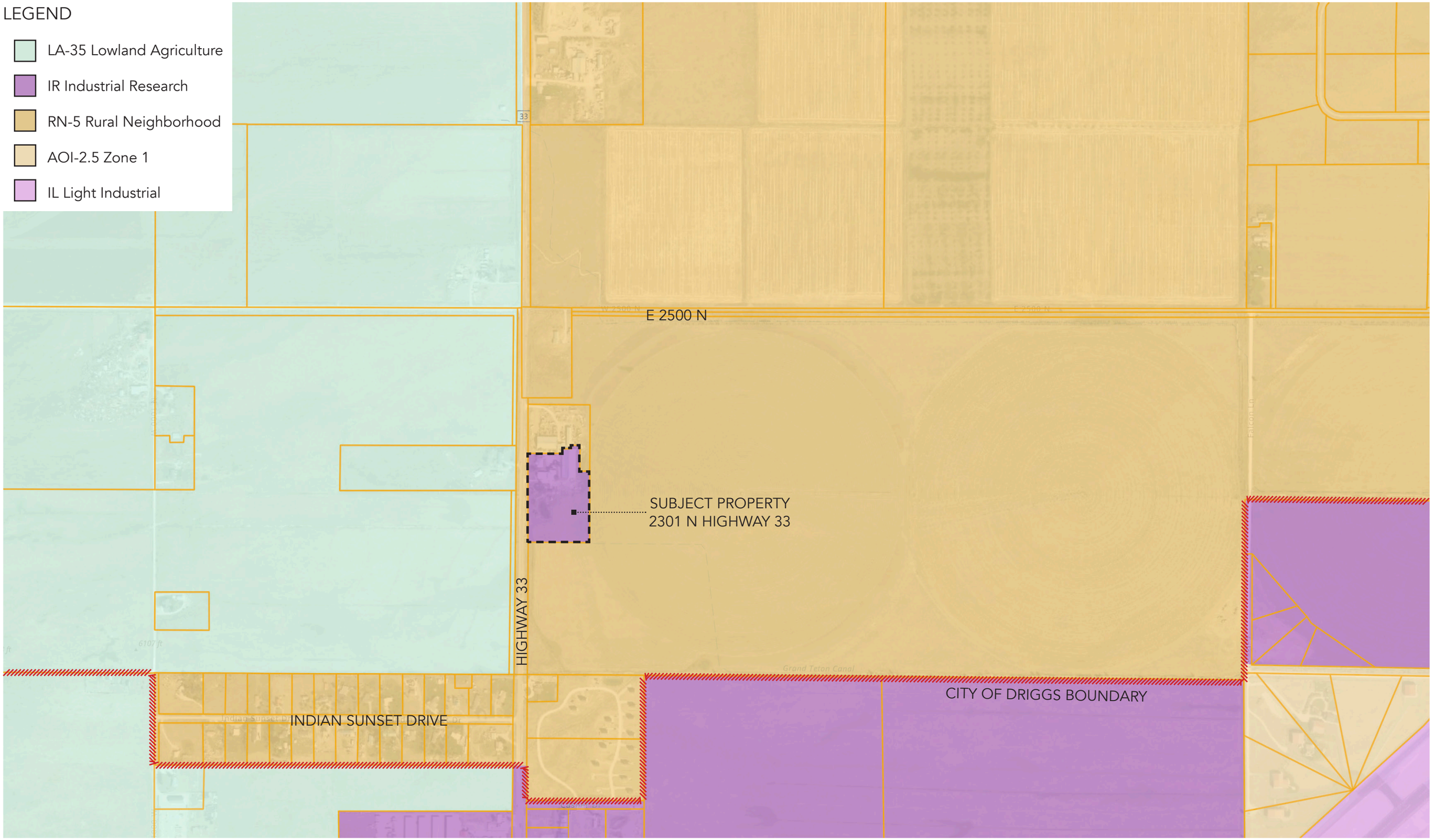
CITY OF DRIGGS BOUNDARY

PLACE LANDSCAPE ARCHITECTS

Tetons West Experiential High School | Existing Zoning Vicinity Map

N

Scale: NTS
June 19, 2026

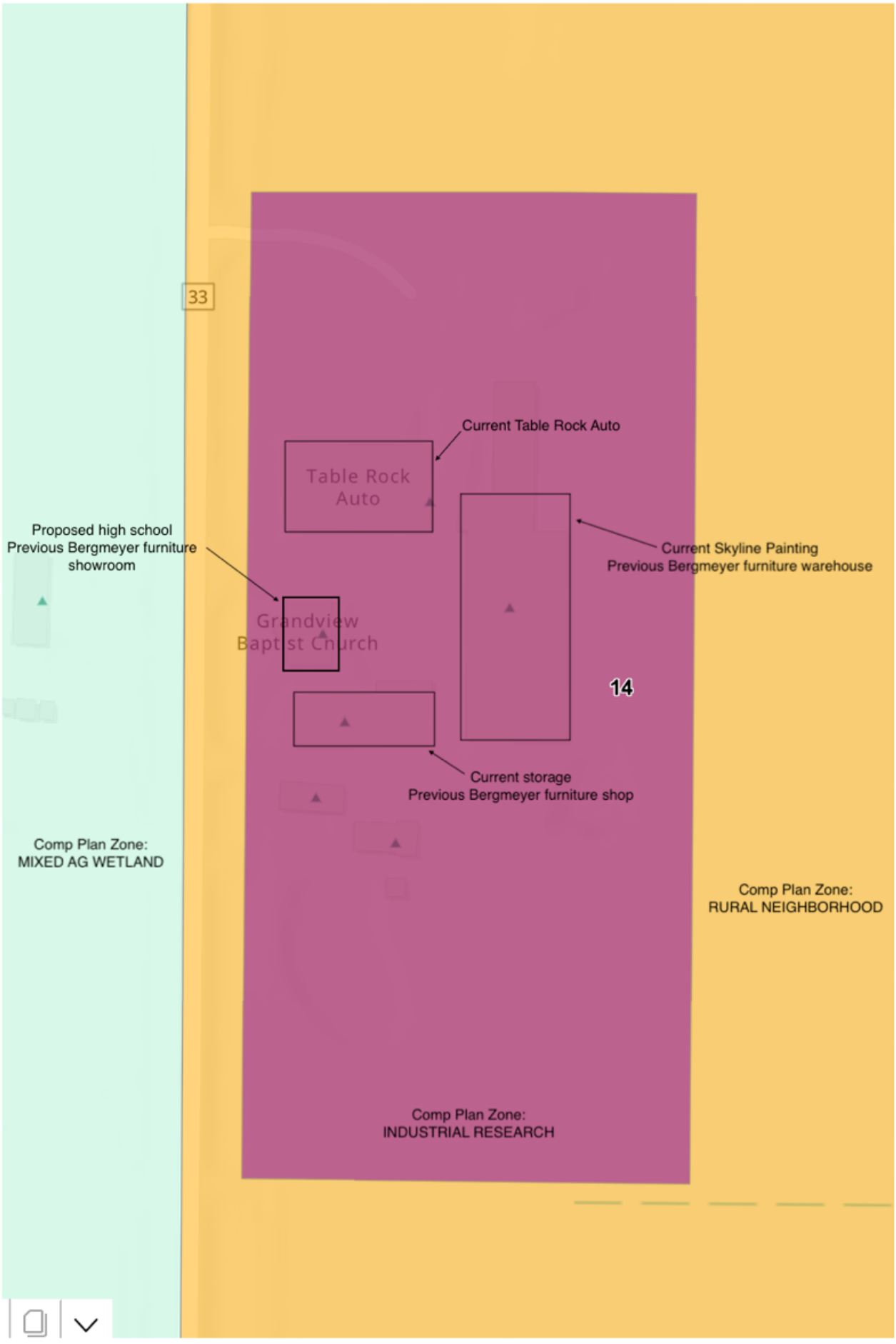


PLACE LANDSCAPE ARCHITECTS

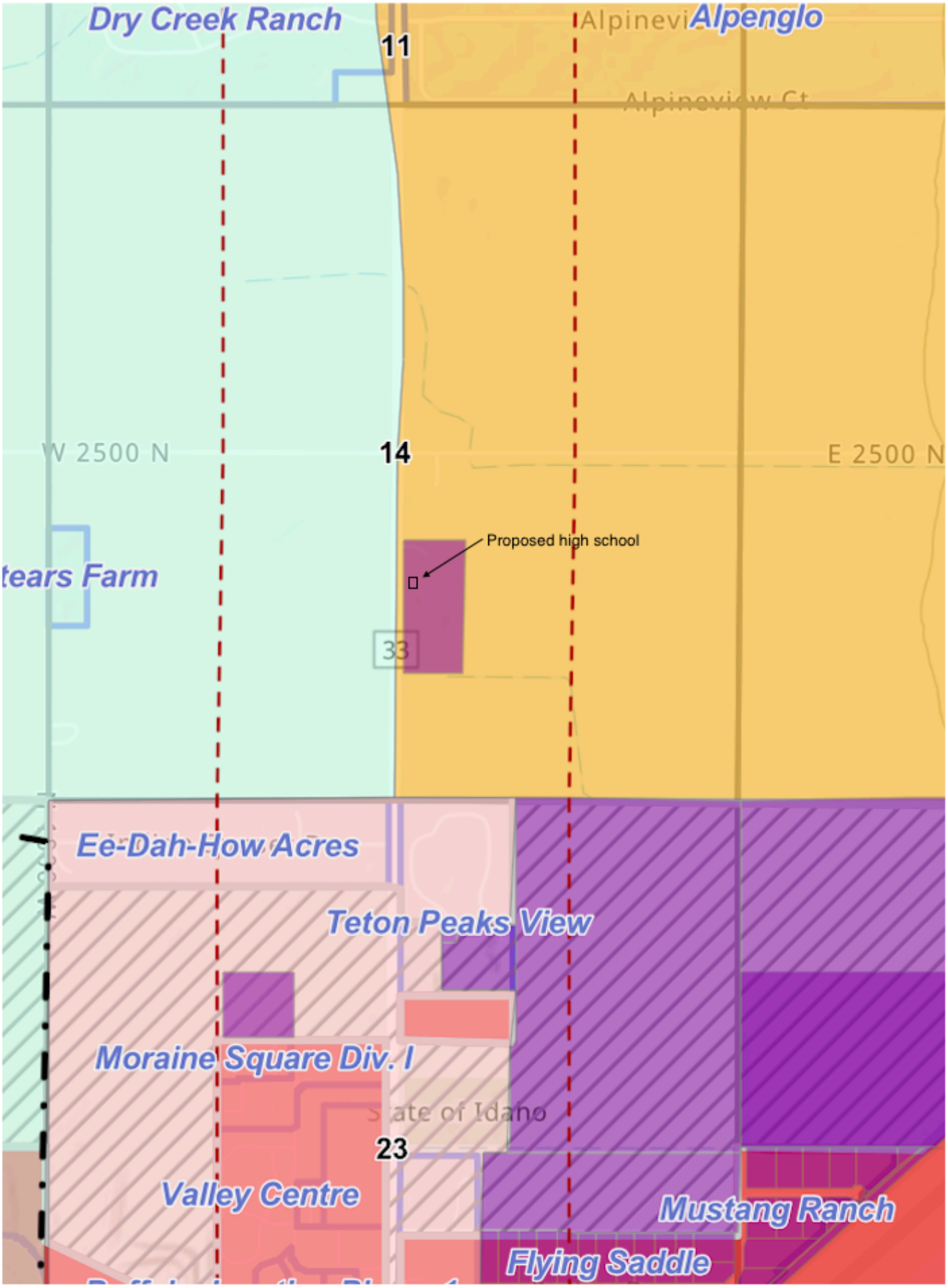
Tetons West Experiential High School | Proposed Zoning Vicinity Map

N

Scale: NTS
June 19, 2026



From the Comprehensive Plan Framework
showing site detail



From the Comprehensive Plan Framework
large-scale view

Teton Regional Economic Coalition
[address redacted] [address redacted] [email redacted]
[phone redacted]

August 21, 2026

RE: Support for Site-Specific Zoning Map Amendment – [address redacted]33 – Teton West Experiential High School

Dear Members of the Planning & Zoning Commission and Board of County Commissioners:

The Teton Regional Economic Coalition (TREC) supports the request by Peter Poutiatine and Charlie Sands to rezone the 6.58-acre property at [address redacted]33 from RN-5 Rural Neighborhood to IR Industrial/Research, for the development of a small, four-year private high school.

TREC believes the proposed rezone is consistent with the Teton County Economic Plan and supports several of the County's long-term economic and community goals. The Economic Plan calls for a diverse and stable economy, quality community facilities and services, meaningful employment opportunities, and a family-friendly community that maintains Teton Valley's quality of life.

This is particularly relevant as Teton County continues to grow and attract families. The County's 2026 demographic snapshot estimates a population of 13,254 in 2025, with population growth of more than 27% since 2010. The report also identifies the continued arrival of families and retirees as an important demographic trend.

A quality private school would add an important educational and community asset, provide another option for families, and contribute to the human infrastructure necessary to attract and retain residents and a skilled workforce. It also represents a form of economic diversification that is less dependent on the tourism, construction and residential development that dominate portions of the Valley's economy.

The proposed location is also significant. County planning staff confirms that the property is identified as Industrial/Research on the Comprehensive Plan's Preferred Land Use Map, and concludes that the Future Land Use Map supports the proposed IR designation more strongly than the existing RN-5 zoning.

For these reasons, TREC respectfully supports approval of the requested rezone from RN-5 to IR Industrial/Research. We believe it represents a reasonable alignment of the property's zoning with the County's Comprehensive Plan while supporting education, families, economic diversification and the long-term economic vitality of Teton Valley.

Sincerely,

Andy Epperson

Executive Director
Teton Regional Economic Coalition (TREC)

REQUEST FOR A SPECIAL USE PERMIT
FOR: Harmony Engineering c/o MD Spud LLC
WHERE: 2175 S. Hwy. 33
Prepared for the Board of County Commissioners
Public Hearing of September 14, 2026

LANDOWNER/APPLICANT: MD Spud LLC, Harmony Design & Engineering

REQUEST: Harmony Design and Engineering has submitted a Special Use Permit application in care of MD Spud LLC to operate a Drive-In Theater. According to the owner and applicant, the project will bring The Spud back to life, allowing the historic property to continue serving the community's residents and visitors. This proposal was made possible through a recent citizen-initiated code change process that amended LDC Sections 3-2-2 and 3-6 to create a new land use in Teton County for "Drive-In Theaters."

APPLICABLE COUNTY CODE: Teton County Land Development Code Section 4-8 and Section 3-2; Teton County Comprehensive Plan (A Vision & Framework 2012-2030)

LEGAL DESCRIPTION: The Property consists of RP04N45E111200 and RP04N45E111254 and a portion of RP04N45E111253 totaling approximately 8.49 acres
LOCATION: The Property, located south of the City of Driggs, abuts the east side of State Highway 33 approximately 1/4 mile south of W 2000 S.
ZONING DISTRICT: RN-5 Rural Neighborhood
PROPERTY SIZE: 8.49 acres

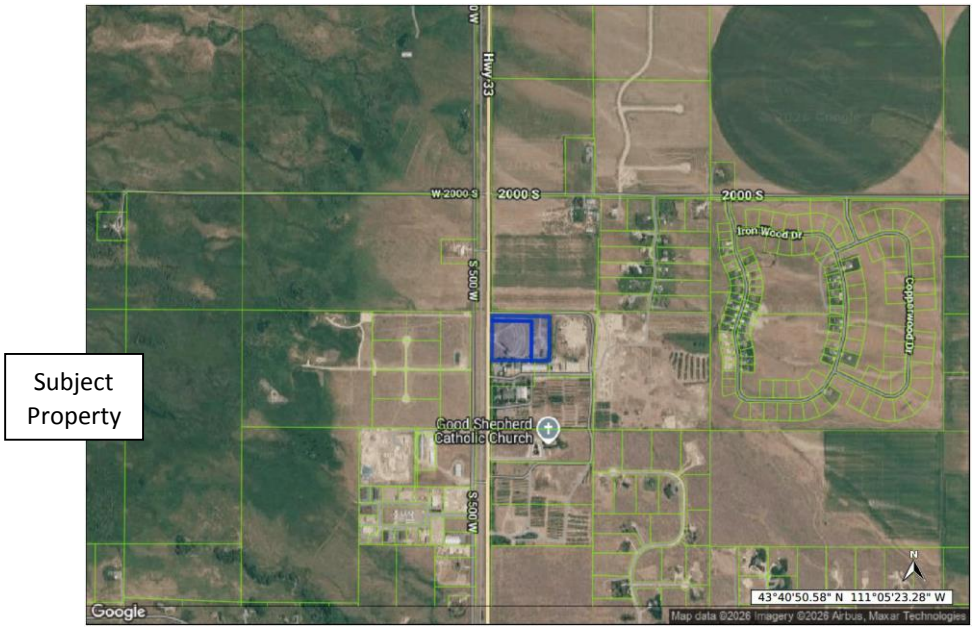


Figure 1. Vicinity Map

PROJECT DESCRIPTION AND BACKGROUND:

The applicant submitted an application for the proposed SUP on June 25, 2026. The Planning and Building Department held a pre-application conference during 2025-2026.

(From the applicant)

The Spud Drive-In was constructed in the early 1950s by A.C. "Ace" Wood and opened for business in 1956. The Spud became a treasured community amenity and gathering space for both locals and visitors to the Teton Valley. From 1986 through 2022, The Spud Drive-In was operated and managed by the Mumm family. Historically, the Property has been used to show drive-in movies, as a live music venue, and to host special events. These events included movie premiers, music festivals, concerts, company retreats/parties, family reunions, weddings, and birthday parties. The Property was improved with: (i) a screen tower where movies were projected; (ii) a central building that functioned as a restaurant and a concession stand; (iii) a parking area with multiple rows of parking for spectators; and (iv) a ticketing booth. Drive-in movies were typically shown in the evening and at night from April through October. The on-site restaurant served a drive-in style menu. In 2022, a windstorm blew down the screen tower, and operations at The Spud have been paused.

The Project will restore the historic drive-in theater footprint of The Spud that the community has enjoyed since the 1950s. The Project will use the Property as an open-air theater facility for presenting, showing, or performing films, motion pictures, movies, and other entertainment to patrons primarily seated in vehicles. The Project's proposed operating hours will be 8 a.m. to 12 p.m. The main components of the Project, as shown on the Site Plan, include:

a. Screen Tower: A 55.5-foot-tall screen tower for projecting movies. This is located on the west side of the Property, in the same general location as the prior screen. The new screen tower complies with the 75' right-of-way setback, does not exceed the 60' height limitation, and the projection surface faces east so the viewing screen is not visible from SH 33. As shown on the Site Plan, the area in front of the screen will be improved with a grassy lawn area.

b. Drive-In Parking: The Project will have approximately 148 parking stalls for drive-in spectators to view the screen tower. The drive-in parking is oriented in a horseshoe around the screen.

c. Restaurant: In the center of the Property will be a restaurant and concession area. This will be an approximately 3,300 SF building with an outdoor seating area for dining and spectating.

d. The Spud Campground: Behind the drive-in parking stalls will be the 10 campsites making up the Spud Campground as approved by the 2024 SUP application.

e. Additional Parking: In the northeast corner of the Property is an additional 50 parking stalls. This area will be used to accommodate restaurant patrons, guests staying at the Spud Campground, and for special events held on the Property.

The Property will be enclosed by an 8-foot-tall privacy fence along the portion of the Property near SH 33 and a 5-foot-tall fence elsewhere.

The Site Plan depicts access to the Project and traffic flow. In general, guests will enter the site from a private roadway on the north side of the Property that intersects with SH33. This entrance gets cars entering the Property off the highway and provides for approximately 400 feet of vehicle stacking off of SH33. Patrons leaving the Property will do so from the historic horseshoe access point. Vehicles exiting to the north towards Driggs will merge into the right side of the horseshoe, and vehicles headed south to Victor will merge to the left side of the horseshoe. This application requests that the Project include a right to use the Property as a special event facility as well. Specifically, **an unlimited number of special events are requested** (emphasis added by staff), but no permitted special events shall exceed the Project's standard parking capacity. Any event that exceeds the Project's capacity must be permitted through the County's temporary use process.

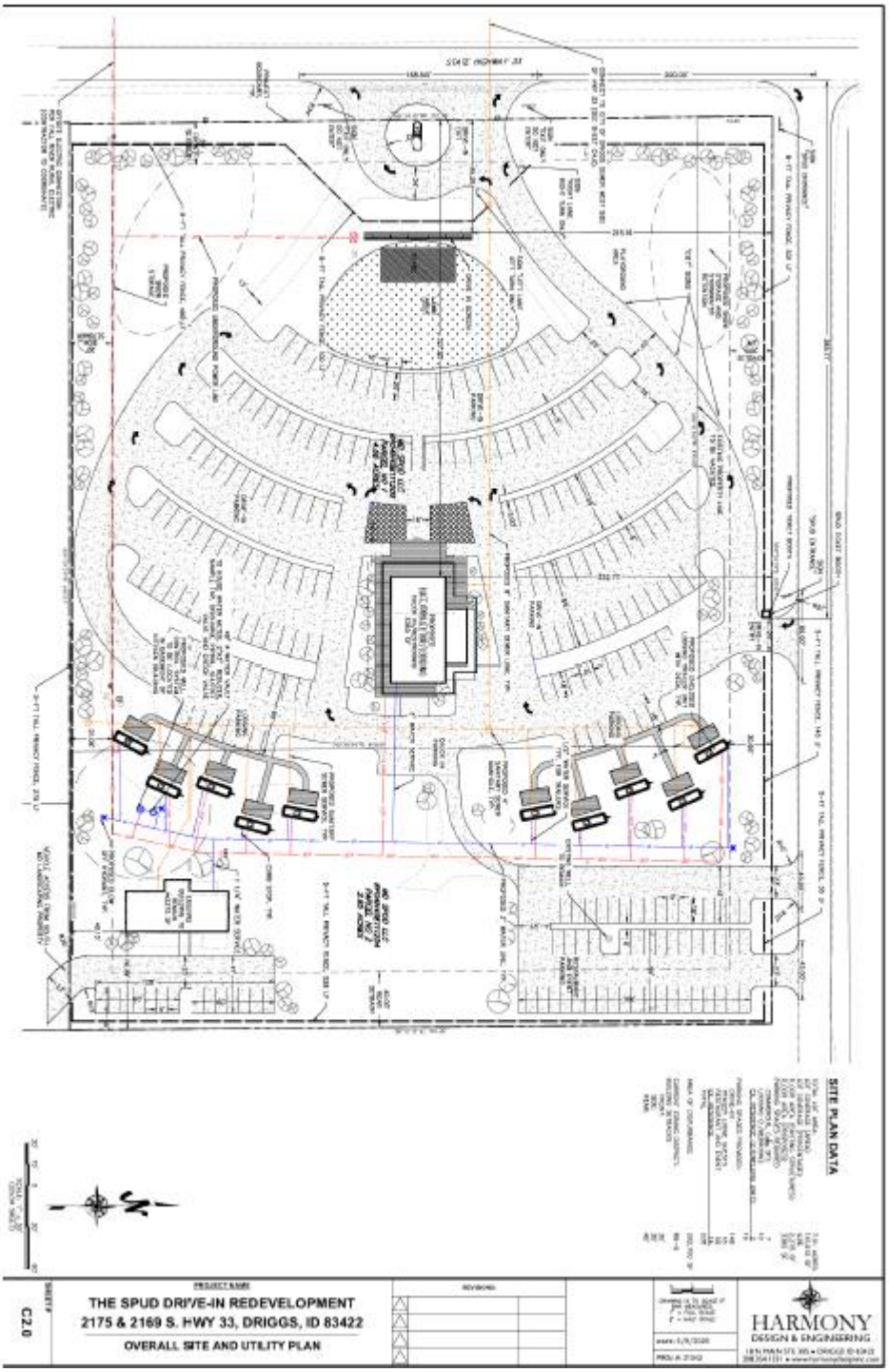


Figure 3. Site and Utility Plan

INTER-AGENCY AND DEPARTMENT REVIEW:

Idaho Department of Environmental Quality: In March of 2026, the Idaho Department of Environmental Quality approved plans for the property to connect to the City of Driggs wastewater treatment plant.

City of Driggs Wastewater Treatment Facility: On February 6, 2024, the City of Driggs approved a Will-Serve letter for future connection to the City's wastewater treatment facility (the Will-Serve letter expired on February 6, 2026). On October 1, 2024, Harmony Design & Engineering submitted a connection application and received the City's comments on March 4, 2025. The project was put on hold while the owner worked through the permitting and code amendment process. Harmony Design & Engineering has since reapplied for connection on July 16, 2026, and is awaiting a response from the city.

Teton County Fire Marshal: No comment

Teton County Public Works Director: Upon review of the Spud Drive-In Theater Special Use Permit Application, I have the following observations and recommendations:
1. The proposed site access provides approximately 400 feet of vehicle stacking from SH-33, representing a significant improvement over the previous access configuration. However, the Planning Commission should consider requiring the applicant to evaluate the need for a dedicated left-turn lane and right-turn acceleration lane on SH-33 to maintain highway safety and traffic operations.
2. Major events have the potential to generate significant traffic congestion and vehicle queuing. To minimize these impacts, Public Works recommends that the applicant develop and implement a Traffic Management Plan that includes alternative traffic mitigation measures, such as securing remote parking areas and providing shuttle services for attendees.

PUBLIC COMMENT:

Staff has received three public comments: one in support of the Special Use Permit and two against. The public comments against the proposal cited noise, dust, and concert-related traffic as the primary reasons for opposition. The public comment in favor of the proposal cited the Spud's iconic cultural significance and its economic and social benefits.

4-8 SPECIAL USES:

A. Applicability

1. Special uses are allowed for identified land uses that may cause incompatible off-site impacts depending on the location, design, and operation of the use. Special use review includes standards and additional review to ensure the effects of proposed special uses are appropriately managed and mitigated.
2. This section applies to proposed development or new land uses indicated in section 3-2-1 to be conditionally permissible only by special use approval.
3. Special use approval does not establish binding precedent to approve special uses.

4. Special use approvals are not transferable from one property to another. 5. The PZC is authorized to make minor modifications to an approved special use, as provided in section 4-14-D.

SECTION 4-8-E REVIEW CRITERIA FOR SPECIAL USE PERMITS

The recommendations and final decisions of the County for a proposed special use will be based on the following criteria:

1. **The requirements of this Chapter and other provisions of the LDC, including Chapter 5, General Development Standards**

Applicant Comment:

The Project complies with the standards in both LDC Chapters 4 & 5. Under Chapter 4, the Project proposes a use in the RN-5 Zone that is allowed with a special use permit. All of the SUP submittals required by the LDC accompany this application.[1] The completed application is submitted concurrently with this narrative. The Project also complies with all of the County's development standards, as modified by the Drive-In Theater special use standards.

Staff Comment:

The application has complied with the procedural requirements outlined in Chapter 4. Overlays on the site are limited to the scenic corridor, which is subordinated by the new code section for this land use. Likewise, parking lot standards and signage standards are generally set aside for drive-in theaters. The application may require a grading and erosion control permit and address revegetation/vegetation management later in the building permit stage.

2. *Meets special use standards set forth by category of use in Chapter 3*

Applicant Comment:

Drive-in theaters are allowed in the RN-5 Zone with an SUP.[2] The Project complies with the standards for the Drive-In Theater use in LDC § 3-6-7. First, the Project includes related facilities expressly allowed by the LDC for drive-in theaters such as a screen tower, projection facility, ticketing booths, a restaurant with dining, concession facilities, and administrative offices. The Project, including the drive-in and restaurant, will generally be open to the public.

LDC § 3-6-7(B) provides special use standards for drive-in theaters, all of which are met by the Project. For instance, the Property exceeds the three-acre minimum lot size. The Project will be connected to the City of Driggs' public wastewater treatment facility. The screen tower is less than 60 feet high, meets the 75-foot right-of-way setback, and the viewing surface is oriented away from the right-of-way. The perimeter of the Property will also be fully fenced. The sound systems are designed to minimize noise disturbance by broadcasting the theater's audio track over a localized FM frequency that is picked up and played inside the automobiles only.

The Project's signage also complies with the drive-in theater special use standards. The

[1] LDC 4-8-(B).

[2] LDC 3-2-2 Use Table (Table 2).

Project will utilize a digital marquee sign on the back side of the screen tower facing SH 33. The sign will not be programmed to scroll, flash, or have any moving messages. Sign details and dimensions are included in Exhibit C to this narrative. The Project will also restore "Old Murphy", the red flatbed truck in the figure above, and place it adjacent to SH33 in its historic location.

Staff Comment:
Requirements of 3-6-13 have been addressed as listed below.

Special Use Standards for 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 a special event facility, the parameters of which are to be determined as part of the Special Use Permit.

B. Special Use Standards
   a. Minimum lot size of three (3) acres. Application meets minimum lot size.
   b. Connection to, and service from, a public wastewater treatment facility owned and controlled by a municipality or a public utility provider is required. Connection to the City of Driggs wastewater treatment plant is pending approval. (Condition of approval)
   c. 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. The screen tower is less than 60 feet high.
   d. The viewing projection surface of 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. The viewing surface is oriented away from the primary public right-of-way.
   e. Hours of open operations shall be established in the Special Use Permit review. The Project's proposed operating hours will be 8 a.m. to 12 p.m. Staff believes different hours could be proposed depending on the use or type of event. The P&Z Commission discussed and asked staff to work with the applicant. (Condition of approval).
   f. 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. All lighting and illumination of outdoor facilities will be turned off when the facility is not in use. (Condition of approval).

g. Amplified sound systems are permitted, but shall be designed, constructed, and maintained to minimize off-site noise. The sound systems are designed to minimize noise disturbance by broadcasting the theater's audio track over a localized FM frequency that is picked up and played only inside automobiles. While the applicant addresses off-site noise from the Drive-In theater, it has not addressed off-site noise from concerts and other special events. Staff would recommend requiring a detailed plan to mitigate off-site noise from special events. The P&Z discussed and asked staff to work with the applicant. The applicant has submitted a detailed landscaping plan that staff believes helps address off-site noise.
h. Notwithstanding anything to the contrary in this LDC, parking lot landscaping, parking lot lighting, parking lot buffer, and driveway access standards shall not apply.
i. The Scenic Corridor overlay development standards and review process are not applicable.
j. 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. The facility perimeter will be fully enclosed with code-compliant fencing.
k. Parking minimums apply, but there shall be no limit on the maximum number of parking spaces or lot coverage. This appears to be largely limited by the size of the existing parcels.
l. If applicable, any commercial kitchen facility requires additional review and approval from the City of Driggs prior to operation. Before operation, Eastern Idaho Public Health must approve commercial kitchen operations. (Condition of approval).
m. 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. The Project's signage also complies with the drive-in theater special use standards. The Project will utilize a digital marquee sign on the back side of the screen tower facing SH33. The sign will not be programmed to scroll, flash, or have any moving messages. Sign renderings and dimensions are available in Exhibit C of the applicant's narrative.
n. Buffering and screening shall be required for adjacent residential parcels or parcels with a lower intensity of use as determined in the Special Use Permit. Staff has concerns for the residential neighborhoods surrounding the project site, including the Mountain Meadow Ranches and East Rendezvous Subdivisions. While the perimeter fencing will help, the applicant should provide a detailed landscaping

plan that uses vegetation to mitigate the off-site effects on residential neighborhoods. The site plan provided shows vegetative elements, but they are not presented in a formal landscape plan that can be included as a condition. Staff worked with the applicant, and the applicant has supplied a detailed landscape plan (included in the BoCC packet).

3. **If the application relates to a public-school facility, 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).**

Applicant Comment:
The Project does not relate to a public-school facility and therefore review under Idaho Code section 67-6519(3) is not relevant.

4. **The County and other service providers will be able to provide sufficient public facilities and services, including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.**

Applicant Comment:
This is a replacement project to bring The Spud back into operation, so no new impacts on service providers are anticipated. Accordingly. the County and other service providers will be able to provide sufficient public facilities and services to the Project. The Property will be connected to a public water supply system that has been approved by Idaho DEQ and a municipal wastewater treatment facility operated by the City of Driggs, and the Project will not exceed the capacity of that infrastructure. As shown on the site plan, the Project has been designed to minimize impacts on area roadways through a carefully thought-out access plan. Ingress will be from a private road along the north side of the Property. There is approximately 400 feet of private lane from SH 33 to the drive-in entrance, creating a large area for stacking off of SH33. Ticketing will all be digitized, and patrons will be able to buy tickets online or through mobile apps and scan codes at the ticket booths, which will allow for quicker admittance. Egress from the site will be divided into right-turn and left-hand turning lanes from the existing horseshoe driveway to facilitate efficient exit from the site after shows or events. The proposed traffic flow for the site will allow SH 33 to safely handle traffic. The Project will not negatively impact the service levels of police, fire, or emergency medical crews.
Staff Comment:
For a community like Teton County, Idaho, where law enforcement, fire, and EMS resources are relatively limited, a large concert or festival can have a disproportionately large impact. An event drawing several thousand attendees may require:

- Additional sheriff's deputies or police officers.
- Fire apparatus and personnel on standby.

- Dedicated ambulances or EMS crews on-site.
- Traffic control at key intersections.

The special use permit process helps ensure adequate staffing, emergency access, medical services, and traffic management are in place, and it may allow the jurisdiction to recover costs associated with providing public safety services. This is particularly important in rural areas, where a limited number of responders must continue to serve the rest of the county while the event is underway. The P&Z discussed and asked staff to work with the applicant. Specifics of larger events will be addressed through the Temporary Use permit process.

5. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics

Applicant Comment:

The Project is compatible with adjacent uses in terms of location, scale, site design, hours of operation, and operating characteristics. As noted above, commercial, light industrial, religious, and low-density residential uses surround the Property. MD Landscaping, a large industrial/commercial landscaping company that operates in Idaho and Wyoming, occupies the land to the south and east. MD Landscaping's commercial uses on the adjacent property are compatible with the Project, and the owner of this property has submitted comments in favor of the application that expressly recognize the uses are compatible. Land to the north is vacant. Land to the west is buffered from the Project, but is also currently vacant and zoned industrial. Notably, a drive-in theater use has existed harmoniously on the Property location for decades and has historically been compatible with the surrounding uses. The Project's site design has been thoughtfully laid out to preserve The Spud's historical feel, scale, and operating characteristics while also minimizing off-site noise, visibility, and other disturbances. Thus, from an overall review of the adjacent uses, the Project historically and contextually fits the local area and is compatible.

Staff Comment:

Staff finds that the application sufficiently addresses the Drive-In Theater use but lacks detail on how special events will affect neighboring residential uses, emergency services, and traffic. The P&Z Commission asked staff to work with the applicant to address these issues. After meeting with the applicant, staff believes these issues have been addressed as conditions of approval.

6. Any adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

Applicant Comment:

As the Site Plan shows, and this narrative describes, the Project has been designed to ensure impacts from the Project are effectively mitigated. Impacts have been mitigated through the access plan, which keeps vehicles from stacking on SH33, site design, extensive parking, and perimeter fencing.

Staff Comment:

Staff believes additional details are needed on how to mitigate or offset the impacts of special events, such as concerts. The P&Z Commission asked staff to work with the applicant, and staff believes these issues have been addressed as conditions of approval.

POTENTIAL CONDITIONS OF APPROVAL

1. Frequency and Duration of Special Events
    a. Special events shall be limited to a maximum of ___ events per calendar year.
    b. No more than ___ consecutive days per event.
    c. Concerts shall conclude by 10:00 p.m. (weeknights) and 11:00 p.m. (weekends).
    d. Site cleanup shall be completed by ___ a.m. the following day.
2. Hours of Operation for Special Events
    a. Amplified music may begin no earlier than 10:00 a.m.
    b. Sound checks shall occur only between designated hours.
    c. Gates shall open no more than ___ hours before the event.
3. Noise Management for Special Events
    a. Amplified sound shall be directed away from neighboring residences.
    b. Speakers shall be angled downward where feasible.
    c. Noise levels at the property line shall not exceed the applicable county noise standards (over 70 decibels at the property line).
4. Attendance Limits for Special Events
    a. Maximum attendance shall not exceed ___ persons.
    b. Ticket sales shall be limited to the approved occupancy.
    c. Any increase in attendance shall require additional review and approval.
5. Traffic Management for Special Events
    a. A traffic management plan shall be approved prior to each event exceeding ___ attendees.
    b. Traffic control personnel shall be provided when required by the Sheriff's Office or Highway District.
    c. Emergency vehicle access shall remain unobstructed at all times.
    d. Temporary directional signage shall be removed within 24 hours following the event.
    e. Event signage should be used to direct guests to the event using County Roads. All event invitations should include standard driving and parking directions.
6. Emergency Services
    a. An emergency operations plan shall be submitted for larger events.
    b. On-site EMS or first aid personnel shall be provided based on attendance.
    c. Fire extinguishers and emergency access routes shall be maintained.
    d. The event organizer shall coordinate with the Sheriff's Office, Fire District, and EMS as required.
    e. Reimbursement for extraordinary public safety costs when county personnel are required beyond normal service levels.
7. Lighting for Special Events

a. Temporary lighting shall be shielded downward.
b. Lighting shall not create glare on neighboring properties or roadways.
c. Temporary lighting shall be extinguished after patrons have safely exited.

8. Fire Protection for Special Events
    a. Fire lanes shall remain unobstructed.
    b. Temporary tents, generators, and cooking equipment shall comply with Fire Code requirements.
    c. Outdoor fires and fireworks or other pyrotechnic displays shall be prohibited unless separately approved.
9. Permit Compliance for Special Events
    a. Failure to comply with the conditions of approval may result in suspension or revocation of future event permits.
    b. The Planning Administrator may require modifications to future events based on documented impacts.
10. Connection to, and service from, a public wastewater treatment facility owned and controlled by a municipality or a public utility provider is required.
11. Any commercial kitchen facility requires additional review and approval from the City of Driggs prior to operation.
12. Provide a detailed plan to mitigate off-site noise from special events (may include components addressed in #3 above).
13. Provide a detailed landscaping plan also designed to help mitigate off-site noise and glare from drive-in theater use and special events.
14. Drive-in theater hours from sundown to 12 p.m.?

PLANNING & ZONING COMMISSION HEARING RESULTS

Having reviewed the application materials for Spud Drive-In theater SUP, as well as the additional material provided by staff and other agencies, I hereby move to RECOMMEND APPROVAL to the Teton County Board of County Commissioners, having found that the application meets the criteria found in the Teton County Land Development Code Section 4-8 and Section 3-2 with the recommended conditions as well as the following conditions:

Items 1-14, eliminating #12 because it is covered in #13.

#11 changed: Remove City of Driggs approval and change to EIPH

Staff works with the applicant to better define a special event and what triggers one.

MOVER: Collin Hunter
SECONDER: Harley Wilcox

Ayes: James Weber, Wyatt Penfold, Collin Hunter, Carl Kohut, Maggie Martin, Tom Braun, Harley Wilcox
Nays: None **Motion passed (7-0)**

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE: Idaho Code, Title 67; Section 67-6512 Special Use Permits, and Title 8, Section 8-6-1-B.4. of Teton County Code. The public hearing for the Board of County Commissioners was duly noticed in the Teton Valley News on August 22, 2026, and September 2, 2026. Staff mailed a notification to property owners in the surrounding 300-foot buffer area on August 21, 2026. Staff also posted a notice on the property with information about the public hearing on September 1, 2026.

PUBLIC COMMENT

Staff has received no new public comment since the PZC hearing. The previous public comment has been attached to the BoCC packet.

STAFF AND APPLICANT MEETING – SPECIAL EVENT CONDITIONS, AUGUST 21, 2026

Summary

The group reviewed site plans and established event categories for the drive-in theater venue with noise mitigation requirements.

Defining Special Event Framework

The group established a 2-tier event classification system, using vehicle capacity as the primary metric. This structure distinguishes routine operations from larger gatherings requiring oversight.

Operational Hours and Mitigation

Noise reduction plans require a specific landscaping design for the site boundary. Parameters include closing times of 10:00 p.m. for weekdays and 11:00 p.m. for weekends.

ADDITIONAL AGENCY COMMENTS

On Wednesday, August 12th, staff received an email from the Idaho Department of Transportation Permits Coordinator requesting a turn lane analysis. Staff forwarded the request to the applicant and has since received a turn lane analysis from Kittelson & Associates. The attached file includes correspondence with ITD wherein ITD approved the scope of the study area, the assumptions, and the modeling. The applicant agrees to construct the recommended turn lanes as a condition of approval. Further, ITD requested an evaluation of entry queuing towards SH-33 during arrivals at Site Access A. Kittelson & Associates analyzed multiple scenarios, and the results of this analysis indicate that the function of the site as currently proposed would be unable to adequately store vehicle queues "on-site," and queues could spill back onto SH-33. To mitigate potential queueing issues, several mitigations are available:

- Option One: Utilize two ticket booths and both lanes at the entrance to the site. Pre-pay attendees could use both booths, and entrants paying at the entrance could use only one booth.
    - Reanalyzing queues with two attendant spaces (rather than one) reduces expected max

queues down to two vehicles, which can be comfortably accommodated in the existing 400ft of storage estimated on the local road.

• Option Two: Move the proposed ticket booth farther into the site and utilize cones on site to direct traffic so that ~900 ft of storage space is available for vehicles to queue should that much space be needed.

• Option Three: Utilize two queueing lanes on the local road entering the site and relocate the proposed ticket booth farther into the site (not as far as option two).

• Option Four: Have vehicles with pre-purchased tickets enter the site directly from the access, but have vehicles without pre-purchased tickets route east through the restaurant and event parking to purchase a ticket and then circle back to enter the site where pre-purchased ticket holders enter.

CONDITIONS OF APPROVAL

On August 21st, Teton County staff, the Applicant, and their representatives met to discuss potential conditions of approval for the Spud Drive-in. The following conditions were mutually agreed upon:

1. Develop and maintain the subject property in substantial conformance with: (i) the Overall Site and Utility Plan; (ii) the signage plans; and (iii) the landscape plan, all on file with the planning and zoning department.
2. Prior to operation of the Drive-In Theater uses, provide Teton County Planning Staff with evidence of connection to, and service from, a public wastewater treatment facility owned and controlled by a municipality or a public utility provider.
3. Hours of operation for the Drive-In Theater uses shall be from 8:00 a.m. to 12:00 a.m.
4. Prior to operation of any commercial kitchen facility, provide Teton County Planning Staff with evidence of review and approval from Eastern Idaho Public Health of such commercial kitchen facility.
5. All permanent on-site lighting shall be shielded downward and shall not create glare on neighboring properties or roadways, except as expressly approved.
6. All lighting, both permanent and temporary, shall be turned off whenever the Drive-In Theater use is neither actively in use nor open for operation.
7. Any amplified sound shall be directed downward and toward the center of the subject property.
8. Comply with all Special Use Standards for the Drive-In Theater use in the Land Development Code.
9. All permissible Drive-In Theater uses (e.g., “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”) shall not exceed available on-site motor vehicle parking.
10. Special Events, as defined in Chapter 7 of the Land Development Code, that do not exceed available on-site motor vehicle parking are allowed on the subject property from 8:00 a.m. to 12:00 a.m. as part of this Drive-In Theater special use permit; provided that Large Special Events, which are Special Events where attendance is reasonably expected to exceed on-site motor vehicle parking, must comply with Condition No. 14.

11. The subject property shall be operated in conformance with the fire department's comments, which require: (i) fire lanes providing access to permanent structures shall remain unobstructed; (ii) any temporary tents, generators, and cooking equipment shall comply with Fire Code requirements; and (iii) outdoor fires and fireworks or other pyrotechnic displays shall be prohibited unless separately approved.
12. Based on the results of the turn lane analysis completed by Kittelson & Associates (attached), southbound left and northbound right turn lanes will be installed from Idaho State Highway-33 to Site Access A, as shown on the project site plan.
13. To mitigate potential queueing issues, several mitigations are available and will be analyzed by the applicant and their consultant until the preferred option is identified:
    • Option One: Utilize two ticket booths and both lanes at the entrance to the site. Pre-pay attendees could use both booths, and entrants paying at the entrance could use only one booth.
        o Reanalyzing queues with two attendant spaces (rather than one) reduces expected max queues down to two vehicles, which can be comfortably accommodated in the existing 400ft of storage estimated on the local road.
    • Option Two: Move the proposed ticket booth farther into the site and utilize cones on site to direct traffic so that ~900 ft of storage space is available for vehicles to queue should that much space be needed.
    • Option Three: Utilize two queueing lanes on the local road entering the site and relocate the proposed ticket booth farther into the site (not as far as option two).
    • Option Four: Have vehicles with pre-purchased tickets enter the site directly from the access, but have vehicles without pre-purchased tickets route east through the restaurant and event parking to purchase a ticket and then circle back to enter the site where pre-purchased ticket holders enter.
14. Large Special Events are subject to the following additional conditions of approval:
    a. All Large Special Events shall be separately permitted through the temporary use permitting process, or other similar administrative permitting process required by Teton County Planning Staff, to ensure compliance with these conditions of approval and other public safety requirements.
    b. There shall be no more than 12 total days of Large Special Events held on the subject property per calendar year.
    c. Large Special Events shall not be held on the subject property for more than three consecutive days.
    d. Any amplified sound of any kind (including sound checks) that is part of a Large Special Event shall be limited to the hours of 10:00 a.m. to 10:00 p.m. Sunday-Thursday and 10:00 a.m. to 11:00 p.m. Friday and Saturday.
    e. Site cleanup after each Large Special Event shall be completed by 11:00 a.m. the following day.
    f. As part of an application for a temporary use permit for a Large Special Event, the applicant shall submit a traffic management plan for approval by Teton County Planning Staff. Access-management conditions imposed on the permit may include, but are not limited to: (i) requiring private or public traffic-control personnel at the applicant's expense; and (ii) requiring temporary directional signage.

g. As part of an application for a temporary use permit for a Large Special Event, the applicant shall submit an emergency operations plan that details an evacuation plan and identifies the on-site security, emergency medical services, and/or first-aid personnel to be provided.
h. The applicant shall bear all costs associated with reviewing any temporary use permit and complying with these conditions and any additional conditions imposed through the temporary use permit approval process.

STAFF RECOMMENDATION:

Planning staff recommends approval of the Spud Drive-in Special Use Permit.

BOARD OF COUNTY COMMISSIONERS ACTION:

A. Recommend approval of the SUP, with the recommended conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.

B. Recommend approval of the SUP 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. Recommend denial of the SUP application request and provide the reasons and justifications for the denial.

D. Continue to a future PZC Public Hearing with reasons given as to the continuation or need for additional information.

E. Table for a future PZC meeting with reasons given for the continuation or need for additional information from the applicant or agency.

The following motions could be given:

RECOMMEND APPROVAL:

Having reviewed the application materials for Spud Drive-In theater SUP, as well as the additional material provided by staff and other agencies, I hereby move to APPROVE, having found that the application meets the criteria found in the Teton County Land Development Code Section 4-8 and Section 3-2 with the recommended conditions (as well as the following conditions…)

CONTINUE:

Having reviewed the application materials for the Spud Drive-In theater SUP, as well as the additional materials provided by staff and other agencies, I hereby move to continue the public hearing to a specific future date and time to consider any additional information or studies requested from the applicant or agencies.

***TABLE:**

Having reviewed the application materials for the Spud Drive-In theater SUP, as well as the additional materials provided by staff and other agencies, I hereby move to table the public hearing to receive any additional information or studies requested from the applicant or agencies.

RECOMMEND DENIAL:

Having reviewed the application materials for the Spud Drive-In theater SUP, as well as the additional material provided by staff and other agencies, I hereby move to DENY, as the application does not meet the criteria in Teton County Land Development Code Section 4-8 and Section 3-2. The following steps might be taken to obtain future approval…

_____

Joshua Chase, Planning Administrator
Prepared by Dan Leemon, Senior Planner

Attachments:

A) Special Use Permit (SUP) Application
B) SUP Applicant's narrative
C) SUP Application Site Plan
D) City of Driggs Will-Serve Letter
E) Public Comment
F) Kittelson & Associates/ITD Turn Lane Analysis
G) Master Landscape Plan

End of Staff Report

Land Use Application
Planning & Zoning Department

Special Use Permit

Special uses are allowed for identified land uses that may cause incompatible off-site impacts depending on the location, design, and operation of the use. Special use review includes standards and additional review to ensure the effects of the proposed special uses are appropriately managed and mitigated. Special Use permits require a pre-application conference with Planning Staff before an application may be submitted. The Planning and Zoning Commission will offer a recommendation to the Board of County Commissioners, and subsequently the BoCC will make a final decision of the special use. Chapter 4-8 outlines the process for Special Use Permits.

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

Owner Info

Owner Name: MD Spud LLC

Address: [address redacted]33 Zip code: 83422

Project Location

Name of Applicant (if different than owner): Harmony Engineering Phone: [phone redacted]

Project Address (if different than owner address): [address redacted]33 Zip code: 83422

Email: [email redacted] Zoning District: RN-5

Primary Contact (if not applicant): Jen Zung

Email: [email redacted] Phone: [phone redacted]

Designated Primary Contact ☐ Owner ☒ Agent/Representative

Project Info

Total Acreage: 8.49 Proposed Use: Drive-In Theater

RP#: RP04N45E111200, RP04N45E111254, and a portion of RP04N45E111253

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 and subsequently a Board of County Commissioners public hearing.

Applicant Signature: _____ Date: 06/22/2026

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: See LOA Date: 06/22/2026

Application Checklist

All items need digital copies as well as paper copies.

- ☒ Latest recorded deed
- ☒ Application fee paid
- ☒ Affidavit of Legal Interest OR if applicant is corporate or part owner, proof they can sign on behalf of the corporation
- ☒ Pre-app complete (Date: 3/19/2026
- ☒ Narrative
- ☒ Site Plan
- ☒ Vicinity map

SECTION II: CONSIDERATION FOR APPROVAL & REVIEW CRITERIA

Please submit narrative referencing the following:

- ☐ Compliance with the LDC Chapter 4 and Chapter 5 General Development Standards.
- ☐ Compliance with Special Use Standards set forth by the category of use in Chapter 3 of the LDC.
- ☐ If the application relates to a public-school facility, the subject property is appropriate for development allowed in the proposed zoning district, including the impacts authorized for review under Idaho Code section 67-519(3).
- ☐ The County and other service providers will be able to provide sufficient public facilities and services, including schools, roads, recreation facilities, wastewater treatment, water supply and storm water facilities, police, fire and emergency medical services, while maintaining sufficient levels of services to existing development.
- ☐ The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.
- ☐ Any adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

SECTION III: CHECKLIST OF SITE PLAN REQUIRMENTS

1. Number of site 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 Site Plan:
   - ☐ Property lines
   - ☐ Lot Area;
   - ☐ Lot Coverage;
   - ☐ Location of existing and proposed structures, including distances from other structures and property lines;
   - ☐ Location, size, height and gross floor area of existing and proposed structures;
   - ☐ Existing and proposed natural and manmade features, such as wetlands, creeks, canals, rivers and riparian areas;
   - ☐ Setbacks required by the LDC or a state or federal authority, or plat;
   - ☐ Existing and proposed easements;
   - ☐ Drive approach and access point(s) with dimensions and radii shown;
   - ☐ Delineation and width of internal circulation roadways;
   - ☐ Existing and proposed vegetation and landscape materials and buffers;
   - ☐ Location and type of existing and proposed exterior lighting;
   - ☐ Distances between driveways and adjacent roads;
   - ☐ Location of existing and proposed below-and above ground utilities
   - ☐ Location and size of well and septic equipment and lines;
   - ☐ Parking and loading areas, including dimensions and a summary of parking and loading spaces require by the LDC
   - ☐ Existing and proposed fences and walls;
   - ☐ Adjacent roads, alleys, or other access abutting property with road names identified;
   - ☐ Snow storage areas;
   - ☐ Distances from property lines, proposed structures and land uses of rivers, creeks, streams, ditches and surface water present on the lot;
   - ☐ Identification of sites and structures listed on State and National Registers of Historic Places or on the Idaho Historic Sites Inventory.

Section V: PLANNING ADMINISTRATOR/DESIGNEE REVIEW/ACTION

Application is submitted on the _____day of_____20_____.

Application is deemed complete on the _____day of_____20_____.

Instrument # 282812
TETON COUNTY, IDAHO
10-26-2023 02:30:00 PM No. of Pages: 2
Recorded for : MD NURSERY
KIM KEELEY Fee: 15.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

WHEN RECORDED RETURN TO:
Parsons Behle & Latimer
36 Professional Plaza, Suite 220
Rexburg, Idaho 83440

WARRANTY DEED

MD Nursery & Landscaping Inc., an Idaho corporation, as GRANTOR, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto MD Spud LLC, an Idaho limited liability company, whose address is 2389 South Hwy 33, Driggs, Idaho 83422, as GRANTEE, and to GRANTEE'S successors and assigns forever, all of the following described property situated in Teton County, Idaho:

Parcel 1:
Part of the Southwest quarter of the Northeast quarter of Section 11, Township 4 North, Range 45 East of the Boise Meridian, Teton County, Idaho described as:
Beginning at a point on the East right of way line of State Highway No. 33 that is South 0°25'18" East 1320.83 feet along the North-South centerline of Section 11 and North 89°54'10" East 177.22 feet to said right of way line and South 0°25'18" East 100.00 feet to the true point of beginning from the North quarter corner of said Section 11 and running thence North 89°54'10" East 450.00 feet; thence South 0°25'18" East 450.00 feet; thence South 89°54'10" West 450.00 feet to a point on said East right of way line; thence North 0°25'18" West 450.00 feet along said right of way line to the point of beginning.

Parcel 2:
Part of the Southwest quarter of the Northeast quarter of Section 11, Township 4 North, Range 45 East of the Boise Meridian, Teton County, Idaho described as:
Beginning at a point on the East right of way line of State Highway No. 33 that is South 0°25'18" East 1320.83 feet along the North-South centerline of said Section 11 and North 89°54'10" East 177.22 feet and South 0°25'18" East 45.54 feet along said right of way line to the true point of beginning from the North quarter corner of said Section 11 and running thence South 89°48'56" East 650.03 feet; thence South 0°25'18" East 501.26 feet; thence South 89°54'10" West 200.00 feet; thence North 0°25'18" West 450.00 feet; thence South 89°54'10" West 450.00 feet; thence North 0°25'18" West 54.46 feet along said East right of way line to the point of beginning.

TOGETHER with all improvements, easements, water rights, hereditaments and appurtenances thereto.

4870-4800-1402.v1

Unofficial Copy

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations apparent or of record.

GRANTOR, for itself, its successors and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the GRANTEE, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name to this instrument this 11TH day of October, 2023.

GRANTOR:

MD Nursery & Landscaping Inc.,
an Idaho corporation

By: _____

Its: owner

STATE OF IDAHO)
:ss
County of Teton)

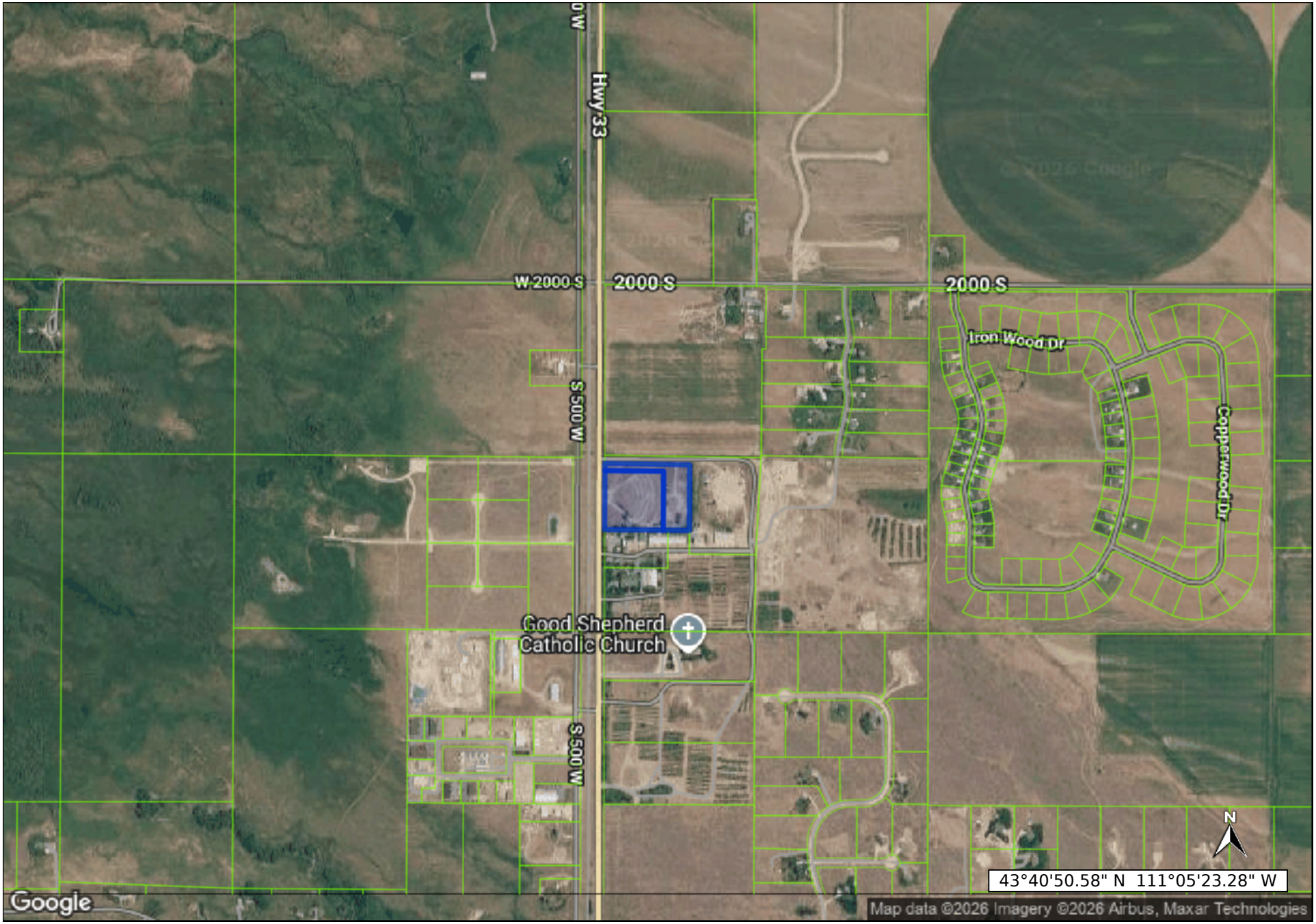
On this 11TH day of October, in the year 2023, before me, Rachel Smith a Notary Public in and for said State, personally appeared Brian Haynie, known or identified to me (or proved to me on the oath of Brian Haynie), to be the owner of the Corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

RACHEL FERN SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES 2-10-2026
STATE OF IDAHO
COMMISSION NUMBER 20200462

_____
Notary Public for Idaho
Residing at: Tetonia, ID
My Commission Expires: 2/10/2026

Unofficial Copy

landproDATA PDF



Mar 11, 2026 - landproDATA.com
Scale: 1 inch approx 1000 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

June 22, 2026

Teton County Planning & Zoning Department
c/o Joshua Chase, Planning Administrator
150 Courthouse Drive
Driggs, Idaho 83422

RE: Narrative in Support of Special Use Permit for The Spud Drive-In Theater

Dear Planning Staff, Planning & Zoning Commissioners, and Board:

We are pleased to provide this narrative in support of MD Spud LLC's Special Use Permit ("**SUP**") application for a Drive-In Theater use (the "**Project**") at 2169 and 2175 S Hwy 33, in Teton County, Idaho (the "**Property**"). The Project will bring The Spud back to life so the historic property can continue to serve the community's residents and visitors. The Project will also provide economic benefits to Teton County by: (i) generating an estimated 20 jobs in the off-season and 50 in the summer season; (ii) increasing the property tax base, and (iii) creating a local business that expands cultural and entertainment experiences in the County.

This narrative provides details related to the Property, the historic use of the Property, the proposed drive-in theater use, the surrounding uses, and analyzes each of Teton County's SUP approval criteria. Because the Project satisfies all the County's SUP approval criteria and all of the special use standards for a drive-in theater, we respectfully request approval of the SUP.

I. The Property

The Property abuts the east side of State Highway 33 approximately 1/4 mile south of W 2000 S. The Property consists of RP04N45E111200 and RP04N45E111254 and a portion of RP04N45E111253 totaling approximately 8.49 acres, which exceeds the 3-acre minimum property size for drive-in theater uses.[1] A vicinity map depicting the Property is attached as Exhibit A. The Property is zoned RN-5 Rural Neighborhood. Within the RN-5 zoning district, drive-in theaters are an allowed use with a valid SUP.[2] The Property is an ideal location for the Project because the Project is compatible with the surrounding uses, which include:

- North: The land to the north of the Property is vacant farmland, also zoned RN-5.
- South: To the south of the Property is an existing commercial nursery. This land was historically zoned commercial, but is currently zoned RN-5. This landowner is supportive of the Project and has submitted a written consent to the approval.
- East: Along the east property boundary is a dense row of coniferous trees. Beyond the tree row is an existing gravel pit and industrial storage area. This area is also zoned RN-5. This landowner is supportive of the Project and has submitted a written consent to the approval.

[1] L.D.C. 3-6-7(B)(1).
[2] L.D.C. Table 3-2-2.

- West: To the west of the property is State Highway 33, the Driggs to Victor rails to trail path, and S 500 West. Property west of State Highway 33 is currently vacant and zoned Industrial Research (IR).

In March of 2026, the Idaho Department of Environmental Quality (IDEQ) approved plans for the Property to connect to the City of Driggs wastewater treatment plant. The Project will connect to and be served by the City of Driggs' wastewater treatment plant.

II. Historic and Existing Uses on the Property

a. The Spud Drive-In

The Spud Drive-In was constructed in the early 1950s by A.C. "Ace" Wood and opened for business in 1956. The Spud became a treasured community amenity and gathering space for both locals and visitors to the Teton Valley. From 1986 through 2022, The Spud Drive-In was operated and managed by the Mumm family. Historically, the Property has been used to show drive-in movies, as a live music venue, and to host special events. These events included movie premiers, music festivals, concerts, company retreats/parties, family reunions, weddings, and birthday parties. The Property was improved with: (i) a screen tower where movies were projected; (ii) a central building that functioned as a restaurant and a concession stand; (iii) a parking area with multiple rows of parking for spectators; and (iv) a ticketing booth. Drive-in movies were typically shown in the evening and at night from April through October. The on-site restaurant served a drive-in style menu. In 2022, the screen tower blew down in a windstorm and the operation of The Spud has been paused. The Figure below shows the historic entrance to The Spud.



Figure 1. Historic entrance to the Spud Drive-In

b. Campground SUP

In September of 2024, the County approved a modification to an existing SUP on the Property for a campground use known as the Spud Campground. Under the modified SUP approval, parcels RP04N45E111200 and RP04N45E111254 can be used as a campground with ten approved camp site units consisting of airstream-type trailers. The Spud Campground has been designed to integrate with the drive-in theater Project. The Spud Campground, will also be served by the City of Driggs' wastewater treatment facility.

III. The Spud Drive-In Theater Project

The Project will restore the historic drive-in theater footprint of The Spud the community has enjoyed since the 1950s. The Project will use the Property as an open-air theater facility for presenting, showing, or performing films, motion pictures, movies, and other entertainment to patrons primarily seated in vehicles. The Project's proposed operating hours will be 8 a.m. to 12 p.m. Exhibit B is a site plan for the Project (the "**Site Plan**").

The main components of the Project, as shown on the Site Plan, include:

a. **Screen Tower**: An 55.5-foot tall screen tower for projecting movies. This is located on the west side of the Property the same general location as the prior screen. The new screen tower complies with the 75' public right-of-way setback, does not exceed the 60' height limitation, and the projection surface faces east so the viewing screen is not visible from SH 33. As shown on the Site Plan, the area in front of the screen will be improved with a grassy lawn area.

b. **Drive-In Parking**: The Project will have approximately 148 parking stalls for drive-in spectators to viewed the screen towner. The drive-in parking is oriented in a horseshoe around the screen.

c. **Restaurant**: In the center of the Property will be a restaurant and concession area. This will be an approximately 3,300 SF building with an outdoor seating area for dining and spectating.

d. **The Spud Campground**: Behind the drive-in parking stalls will be the 10 camp sites making up the Spud Campground as approved by the 2024 SUP application.

e. **Additional Parking**: In the northeast corner of the Property is an additional 50 parking stalls. This area will be used to accommodate restaurant patrons, guests staying at the Spud Campground, and for special events held on the Property.

The Property will be enclosed by a privacy fence, which is 8 feet tall for the portion of the Property near SH 33 and reduces to 5 feet tall elsewhere.

Access the Project and traffic flow is depicted on the Site Plan. In general, guests will enter the site from a private roadway on the north side of the Property that intersects with SH33. This entrance gets cars entering the Property off the highway and provides for approximately 400 feet of vehicle stacking off of SH33. Patrons leaving the Property will do so from the historic horseshoe

access point. Vehicles exiting to the north towards Driggs will merge into the right side of the horseshoe and vehicles headed south to Victor will merge to the left side of the horseshoe.
This application requests the Project include a right to use the Property as a special event facility as well. Specifically, an unlimited number of special events are requested but no permitted special events shall exceed the standard parking capacity of the Project. Any event that would exceed the capacity of the Project would have to be permitted through the County temporary use process.

IV. Compliance With SUP Standards for Evaluation.

The Project complies with each of the six SUP review criteria listed in Teton County Code § 4-8(E). The criteria are in **bold** below and details about the Project's compliance are in *italics*.

Compliance with the LDC Chapter 4 (Application Procedures) and Chapter 5 (General Development Standards).

The Project complies with the standards in both LDC Chapters 4 & 5. Under Chapter 4, the Project proposes a use in the RN-5 Zone that is allowed with a special use permit. All of the SUP submittals required by the LDC accompany this application.[3] The completed application is submitted concurrently with this narrative. The Project also complies with all of the County's development standards, as modified by the Drive-In Theater special use standards.

Compliance with Special Use Standards set forth by the category of use in Chapter 3 of the LDC.

Drive in Theaters are allowed in the RN-5 Zone with an SUP.[4] The Project complies with the standards for the Drive-In Theater use in LDC § 3-6-7. First, the Project includes related facilities expressly allowed by the LDC for drive-in theaters such as a screen tower, projection facility, ticketing booths, a restaurant with dining, concession facilities, and administrative offices. The Project, including the drive-in and restaurant, will generally be open to the public.

LDC § 3-6-7(B) provides special use standards for drive-in theaters, all of which are met by the Project. For instance, the Property exceeds the three-acre minimum lot size. The Project will be connected to the City of Driggs' public wastewater treatment facility. The screen tower is less than 60 feet high, meets the 75-foot right-of-way setback, and is the viewing surface is oriented away from the right-of-way. The perimeter of the Property will also be fully fenced. The sound systems are designed to minimize noise disturbance by broadcasting the theater's audio track over a localized FM frequency that is picked up and played inside the automobiles only.

[3] LDC 4-8-(B).

[4] LDC 3-2-2 Use Table (Table 2).

The Project's signage also complies with the drive-in theater special use standards. The Project will utilize a digital marquee sign on the back side of the screen towner facing SH 33. The sign will not be programed to scroll, flash, or have any moving messages. Sign details and dimensions are included in Exhibit C to this narrative. The Project will also restore "Old Murphy", the red flatbed truck in the figure above, and place it adjacent to SH33 in its historic location.

If the application relates to a public-school facility, the subject property is appropriate for development allowed in the proposed zoning district, including the impacts authorized for review under Idaho Code section 67-519(3).

The Project does not relate to a public-school facility and therefore review under Idaho Code section 67-6519(3) is not relevant.

The County and other service providers will be able to provide sufficient public facilities and services, including schools, roads, recreation facilities, wastewater treatment, water supply and storm water facilities, police, fire and emergency medical services, while maintaining sufficient levels of services to existing development.

This is a replacement project to bring The Spud back into operation, so no new impacts on services providers are anticipated. Accordingly. the County and other service providers will be able to provide sufficient public facilities and services to the Project. The Property will be connected to a public water supply system that has been approved by Idaho DEQ and a municipal wastewater treatment facility operated by the City of Driggs, and the Project will not exceed the capacity of that infrastructure. As shown on the site plan, the Project has been designed to minimize impacts on area roadways through a carefully thought-out access plan. Ingress will be from a private road along the north side of the Property. There is approximately 400 feet of private lane from SH 33 to the drive-in entrance creating a large area for stacking off of SH33. Ticketing will all be digitized and patrons will be able to buy tickets online or through mobile apps and scan codes at the ticket booths, which will allow for quicker admittance. Egress from the site will be divided into right turn and left-hand turning lanes from the existing horseshoe driveway to facilitate efficient exit from the site after shows or events. The proposed traffic flow for the site will allow SH 33 to safely handle traffic. The Project will not negatively impact the service levels of police, fire, or emergency medical crews.

The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

The Project is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics. As noted above, commercial, light industrial, religious, and low-density residential uses surround the Property. The land to the south and east is MD Landscaping, a large industrial/commercial landscaping

company that operates in Idaho and Wyoming. MD Landscaping's commercial uses on the adjacent property is compatible with the Project and the owner of this property has submitted comments in favor of the application that expressly recognize the uses are compatible. Land to the north is vacant. Land to the west is buffered from Project, but is also currently vacant and zoned industrial. Notably, a drive-in theater use has existed harmoniously on the Property location for decades and has historically been compatible with the surrounding uses. The Project's site design has been thoughtfully laid out to preserve The Spud's historical feel, scale, and operating characteristics while also minimizing off-site noise, visibility, and other disturbances. Thus, from an overall review of the adjacent uses, the Project historically and contextually fits the local area and is compatible.

Any adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

As the Site Plan shows, and this narrative describes, the Project has been designed to ensure impacts from the Project are effectively mitigated. Impacts have been mitigated through the access plan, which keeps vehicles from stacking on SH33, site design, extensive parking, and perimeter fencing.

V. Conclusion

For the reasons outlined above, approval of the requested SUP meets the applicable approval criteria. This SUP expressly requests approval with the allowance to use the Project for special events that do not exceed the capacity of the Property. Approval of this SUP application will allow The Spud to be a successful and valuable community asset and offer a unique, family-friendly experience for those visiting Teton County. We appreciate your consideration of this application. If any additional information is required, please do not hesitate to contact us.

Sincerely,

Jennifer Zung, PE, CFM
Harmony Design & Engineering

Enclosures

EXHIBIT A
Vicinity Map

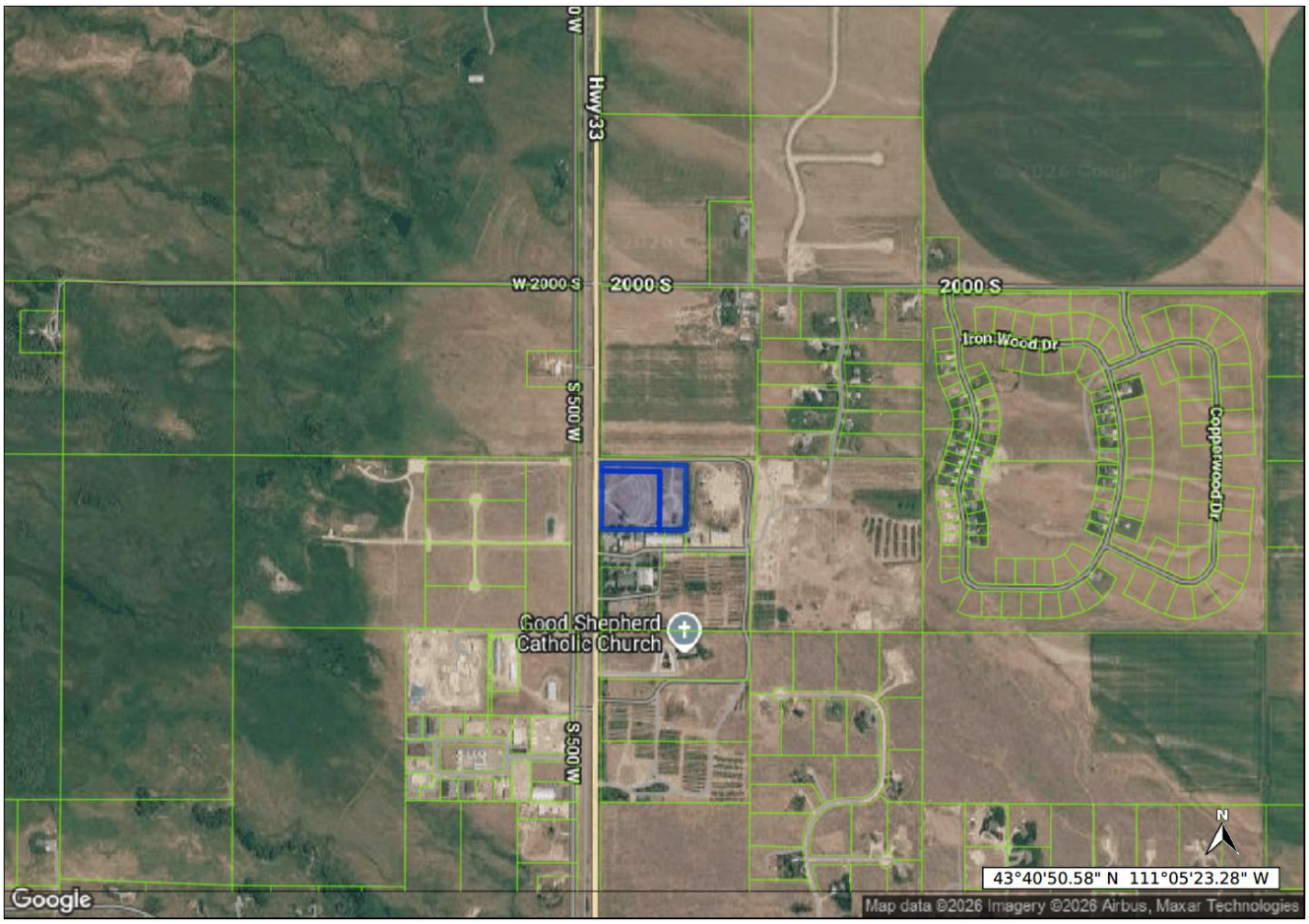
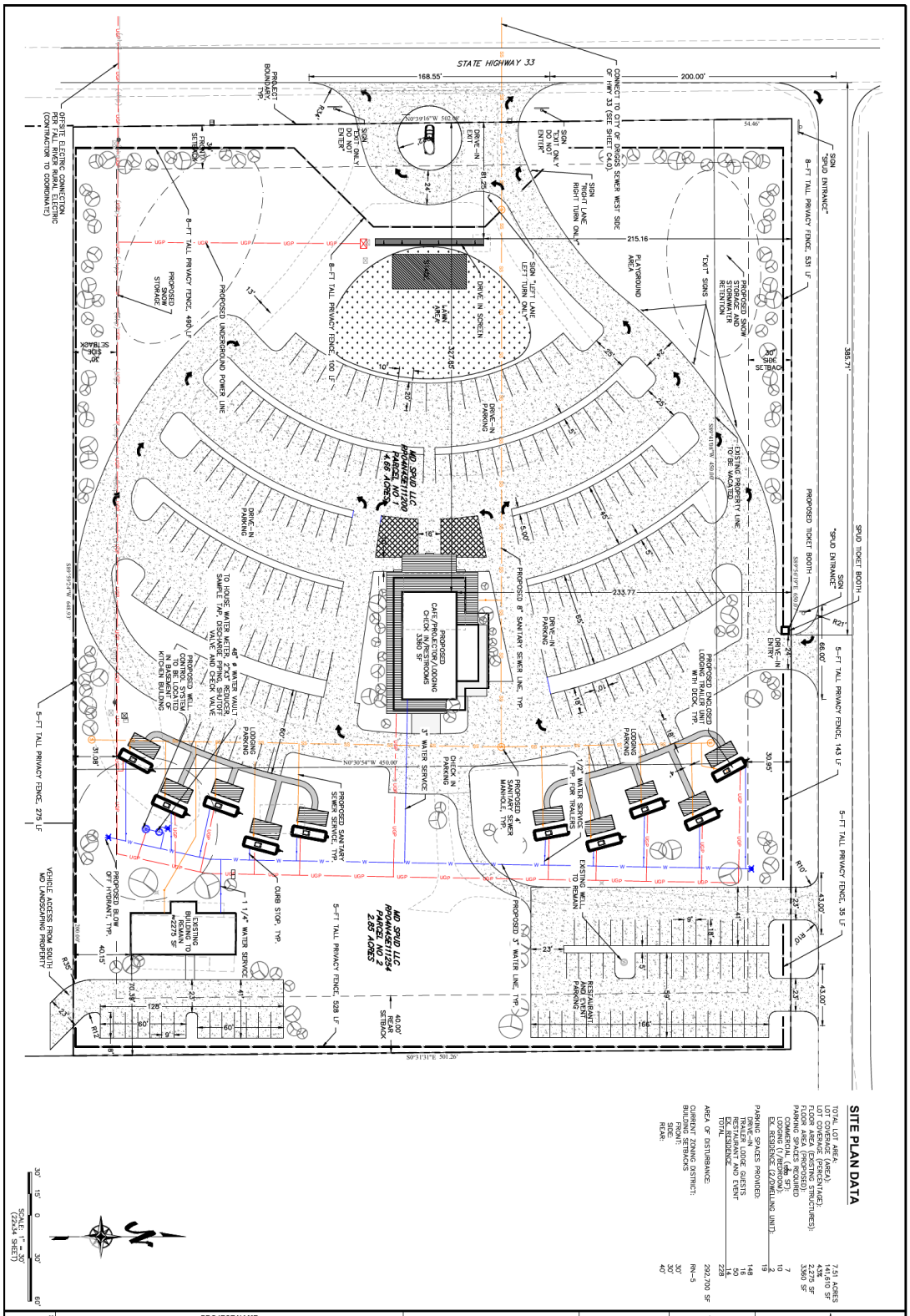


EXHIBIT B
Site Plan

[see following page]



SITE PLAN DATA

TOTAL LOT AREA:	7.51 ACRES
LOT COVERAGE (PERCENTAGE):	14,670 SF
FLOOR AREA (EXISTING STRUCTURES):	43%
PARKING SPACES REQUIRED	2,275 SF
LODGING (1/DWELLING UNIT):	3360 SF
COMMERCIAL (1/250 SF):	
EX. RESIDENCE (2/DWELLING UNIT)	
	10
	2
	19
PARKING SPACES PROVIDED:	
DRIVE-IN	7
LODGING UNITS	148
RESTAURANT AND EVENT	15
EX. RESIDENCE	50
TOTAL	14
	228
AREA OF DISTURBANCE:	292,700 SF
CURRENT ZONING DISTRICT:	RN-5
BUILDING SETBACKS	
FRONT:	30'
SIDE:	30'
REAR:	40'

DRAWING IS TO SCALE 8" BAR MEASURES 1" = FULL SCALE 1/2" = HALF SCALE

DATE: 6/9/2026

PROJ. #: 21042

HARMONY DESIGN & ENGINEERING

18 N MAIN STE 305 ● DRIGGS ID 83422

[phone redacted]

PROJECT NAME

THE SPUD DRIVE-IN REDEVELOPMENT

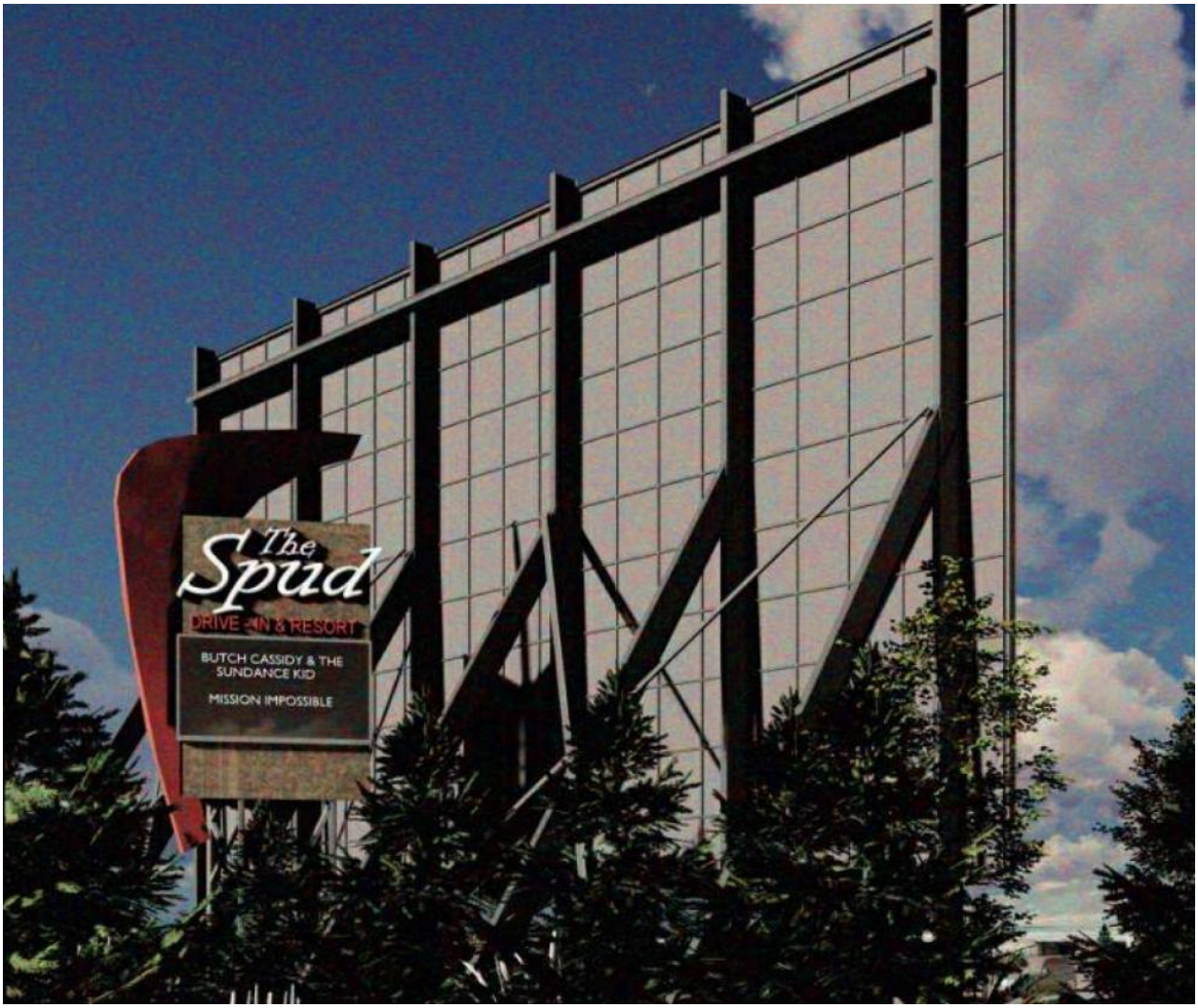
2175 & [address redacted] 33, DRIGGS, ID 83422

OVERALL SITE AND UTILITY PLAN

REVISIONS:

SHEET # C2.0

EXHIBIT C
Marquee Sign

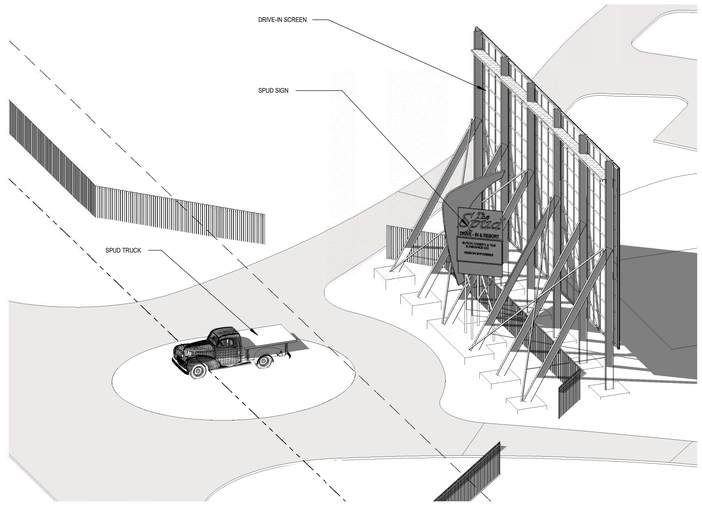




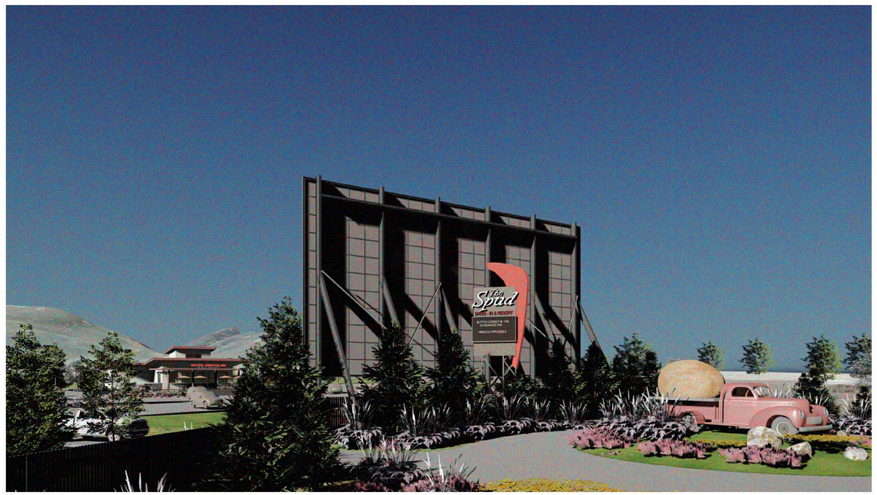
GROUND LEVEL VIEW OF DIGITAL SIGN AND THE SPUD TRUCK



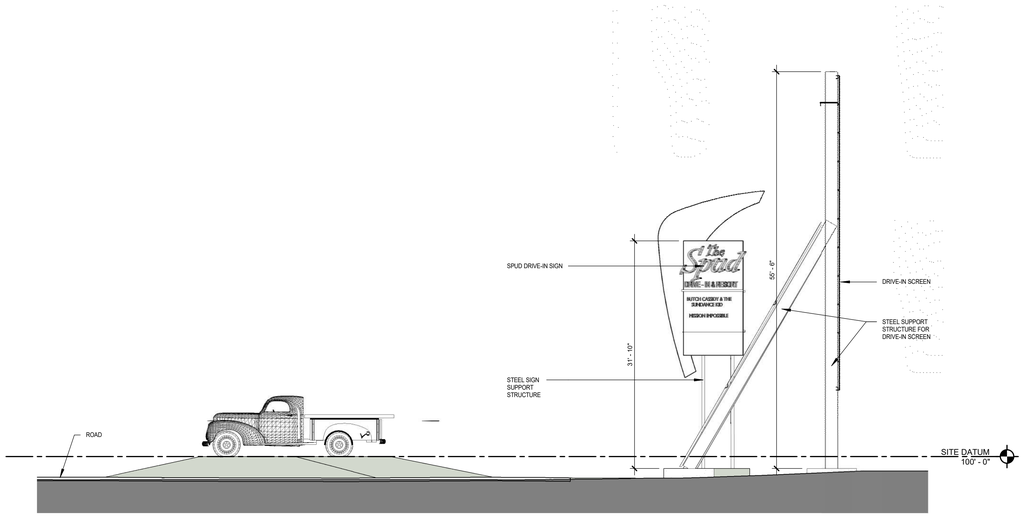
BIRDS EYE VIEW OF DIGITAL SIGN AND DRIVE-IN SCREEN



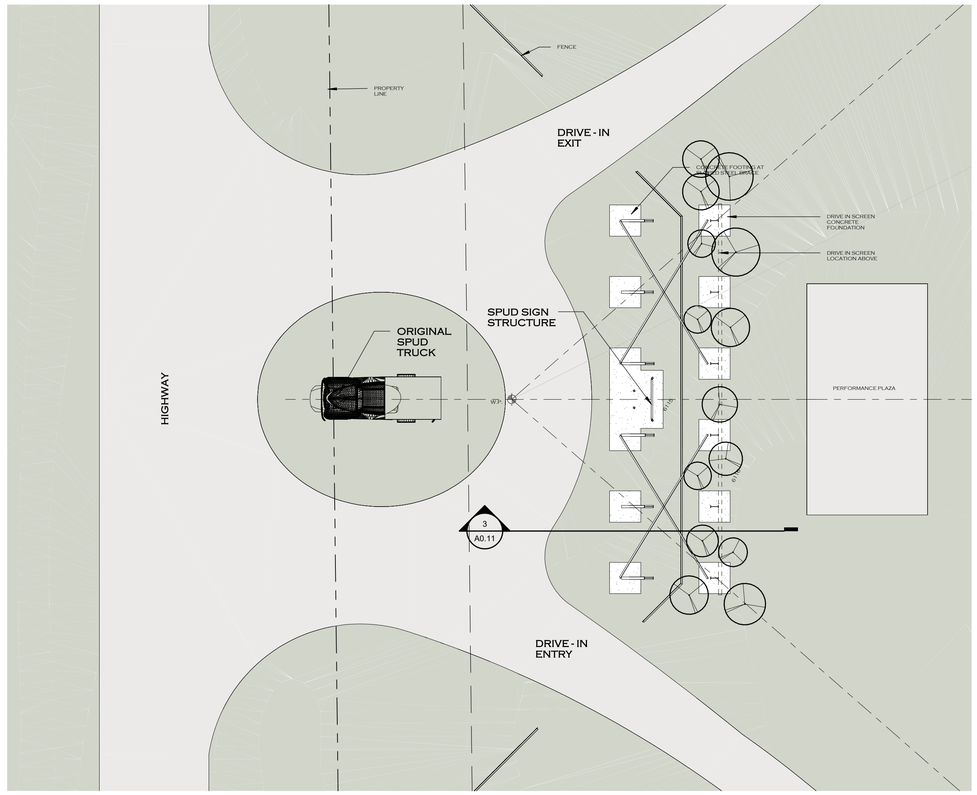
2 **3D AXO - DIGITAL SIGN AND SCREEN**



VIEW FROM HIGHWAY OF DIGITAL SIGN AND DRIVE-IN SCREEN



3 **DIGITAL SIGN ELEVATION**
1" = 10'-0"



1 **DRIVE-IN ENTRY SITE PLAN**
1/16" = 1'-0"

© 2025 TOM HARRY ARCHITECTURE

THE SPUD DRIVE-IN
Driggs, Idaho

ARCHITECT
TOM HARRY ARCHITECTURE
PICTURE

OWNER'S CONSULTANTS

CIVIL ENGINEER
GENTRY ENGINEERING
PHONE
EMAIL

LANDSCAPE ARCHITECT
GEC + LANDSCAPING
TOM HARRY ARCHITECTURE

STRUCTURAL ENGINEER
GENTRY ENGINEERING
TOM HARRY ARCHITECTURE

MEP ENGINEER
GENTRY ENGINEERING
TOM HARRY ARCHITECTURE

REVISION

NO.	DESCRIPTION	DATE

PROJECT NUMBER

DATE
05/12/25
ISSUE

SHEET TITLE
PROJECTION SCREEN AND SIGN

SHEET NO.
A0.11

SITE PLAN DATA

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EX. RESIDENCE (2/DWELLING UNIT):	2
	19
PARKING SPACES PROVIDED:	
DRIVE-IN	148
TRAILER LODGE GUESTS	16
RESTAURANT AND EVENT	50
EX. RESIDENCE	14
TOTAL	228
AREA OF DISTURBANCE:	292,700 SF
CURRENT ZONING DISTRICT:	RN-5
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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
½" = HALF SCALE

DATE: 6/9/2026

PROJ. #: 21042

REVISIONS:

PROJECT NAME

THE SPUD DRIVE-IN REDEVELOPMENT
2175 & 2169 S. HWY 33, DRIGGS, ID 83422
OVERALL SITE AND UTILITY PLAN

SHEET #

C2.0

SCALE: 1" = 30"
(22x34 SHEET)

PLOT BY: JEN JONG
C:\Work\Harmony Design\21042 - Documents\Projects\21042 - Hedges The Spud\Engineering\Civil\Plan Set\21042_SheetsetFile.dwg

EST 1910

CITY OF DRIGGS
PUBLIC WORKS DEPARTMENT

August 14, 2024

MD Spud LLC
[address redacted] [address redacted] [address redacted] [address redacted] [address redacted] [address redacted] y 33
2
Via email: l[email redacted]n

RE: Will-Serve Request Spud Drive-In 2175 & [address redacted] [address redacted] [address redacted] Y 33 (RP04N45E111200 and RP04N45E11254)

Dear Ms. McTigue,

In response to your request for access to the City of Driggs wastewater facilities, I am pleased to inform you that your request for sewer service at the referenced parcels was approved on February 6, 2024 by city council. This is approval is for a maximum of 13.5 Equivalent Residential Units, combined, on the referenced parcels with the following conditions:

1. Consent to being annexed, at any time, by the city, without protest;
2. The Spud Drive-In remain listed on a national registry of historical places,
3. The Spud Drive-In and associated 10 cabin units be open to the public (e.g., not a private residence),
4. If any of the conditions stop being met, the approval may be revoked
5. Approval will expire in 2 years if a sewer connection application is not received and approved.

Access is limited to available capacities, but at the present time there is sufficient capacity to serve your lots. The process of expanding our wastewater facilities is continuously under evaluation with the end goal being high quality and reliable service to all customers.

This Will-Serve letter will expire on February 6, 2026 (two years from the date of approval) if your project has not progressed and conditions of council approval have not been met. We look forward to providing you with the requested services when your demand dictates.

Thank you,

August Christensen
Mayor, City of Driggs

208-354-2362 ext 2115
M-TH 8:30am - 5pm
F 8:30am - 1pm

jmaz@driggsidaho.org
DRIGGSIDAHO.ORG

60 South Main Street
PO Box 48
Driggs, ID 83422

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

Spud Drive In

2 messages

kathryn brown [email redacted] Tue, Aug 4, 2026 at 12:47 PM
To: mvanarsdell@tetoncountyidaho.gov

Thank you for informing us about the application regarding the Spud Drive-In property and its Conditional Use Permit. We appreciate the opportunity to comment.

A drive-in movie theater is one thing; a concert venue is something entirely different. We hope the County will make a clear distinction between these two uses when considering the future of the Spud Drive-In.

Live concerts have significantly impacted our neighborhood through late-night noise, increased traffic, and, when alcohol is served, the possibility of intoxicated individuals wandering through nearby residential areas. To help protect the surrounding community, we respectfully request that any live concerts be required to conclude no later than 10:00 p.m.

We also seek clarification regarding the Conditional Use Permit. Since the property is not currently zoned for public concerts, will a separate permit be required for each concert, or does the language allowing "other entertainment for patrons seated in their vehicles" include live concerts? Clear guidance on this issue is important to the residents who live nearby.

We built our home in this neighborhood 17 years ago with the understanding that the Spud Drive-In would continue to operate as a drive-in movie theater, consistent with its long-established purpose. We never anticipated that the County would consider allowing the property to evolve into a concert venue.

We respectfully ask the County to continue protecting the quiet residential neighborhoods surrounding the Spud Drive-In. While we understand that property owners seek opportunities to operate successful businesses, those opportunities should be balanced with the rights of neighboring residents who have invested in their homes and have enjoyed the peaceful character of this community for many years. We hope the County will carefully consider the long-term impacts of expanding the property's use beyond its traditional purpose and ensure that any approved activities are compatible with the surrounding neighborhoods.

Thank you for considering our comments.

Mike and Kathryn Brown

Mountain Meadows Subdivision

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov> Tue, Aug 4, 2026 at 1:23 PM
To: kathryn brown [email redacted]

Hi Kathryn,

Thank you for sharing your comments regarding the Spud Drive-In CUP. Your input will be included in the information packet provided to the Commission.

Best,

Mitzi
[Quoted text hidden]
--
Mitzi Van Arsdell
Associate Planner

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

MD SUP Input, Neighboring Residential Lot.

2 messages

Linsay Alexander [email redacted] Thu, Jul 30, 2026 at 8:19 AM
To: "mvanarsdell@tetoncountyidaho.gov" <mvanarsdell@tetoncountyidaho.gov>

Hello Mitzi,
We live on the lot directly next to MD. We bought our house in 2019, before the operations on the back lot were so large and noisy with the current owners — we had field space next to our home, operations were smaller scale and quieter. We totally regret buying here now, and wish we could move, but the current market is hard, houses are ridiculously expensive for the average community member. We love our neighborhood other than living next door to MD. Our regrets stem from daily wake-ups in the morning from super loud back up beepers in the MD lot, among other loud truck noises, lots of dust, back up beepers and trucks all day, overall just a not peaceful environment, as is what we were seeking in living here in Teton Valley. It is a bummer to love your home but regret buying due to the business next door.
We did love the old Spud, it was a super cool business and a value added to our community. We are just hoping that these events — “other entertainment”, are not really loud. Our bedroom faces The Spud, so we are hoping not to be kept up until midnight and beyond from loud events, and then be awoken early by back up beepers and dump truck loading…… a drive-in theatre with sound contained in vehicles mainly is lovely…..hopefully people will be respectful with waste also, as any litter also blows into our yard.
This is our input as the neighbors directly next door. I’m sure it won’t make much of a difference, but thank you for your time.
Warmly,
Linsay and Aidan & family

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov> Thu, Jul 30, 2026 at 9:17 AM
To: Linsay Alexander [email redacted]

Hi Linsay,

Thank you for taking the time to provide your input regarding the MD SUP. Your comments will be included in the information packet provided to the Commission. It is very important for the commissioners to understand the impact of their decisions on the community.

Best,
Mitzi

[Quoted text hidden]

--
Mitzi Van Arsdell
Associate Planner
(208) 776-8240 ext. 216
mvanarsdell@tetoncountyidaho.gov
Fake emails impersonating local government officials have been targeting permit applicants as payment scams. The County will never request that you wire money. Stay cautious!

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

Spud drive-in special use permit/ in favor in the of the SUP

2 messages

lloyd moss [email redacted] Sun, Jul 26, 2026 at 8:30 PM
To: "mvanarsdell@tetoncountyidaho.gov" <mvanarsdell@tetoncountyidaho.gov>

Dear Mitzi Van Arsdell and members of the Teton County Planning & Zoning Commission,

I am writing to express my strong support for the Special Use Permit (SUP) application submitted by MD SPUD LLC regarding the restoration and expansion of the historic Spud Drive-In located at [address redacted] 33. The Spud Drive-In has long been an iconic cultural landmark and a cherished piece of Teton Valley's history. Restoring its historic drive-in theater footprint as an open-air facility will revitalize a beloved community asset, providing safe, wholesome, and nostalgic family entertainment for both residents and visitors. Furthermore, the addition of a public restaurant and an event center will bring significant economic and social benefits to our community. It will create local jobs, support economic growth, and offer a much-needed multi-use gathering space for local events and celebrations. By approving this permit, the county will help preserve our local heritage while responsibly adapting the space to serve modern community needs. I fully support this application and urge the Planning & Zoning Commission to approve the Special Use Permit. Thank you for your time and consideration of the community's feedback.
Sincerely, Lloyd and Ronda Moss

[address redacted] [address redacted]

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov> Mon, Jul 27, 2026 at 11:12 AM
To: lloyd moss [email redacted]

Thank you Lloyd. Your public comment will be included in the information packet provided to the Commission.

Best,
Mitzi
[Quoted text hidden]
--
Mitzi Van Arsdell
Associate Planner
(208) 776-8240 ext. 216
mvanarsdell@tetoncountyidaho.gov
Fake emails impersonating local government officials have been targeting permit applicants as payment scams. The County will never request that you wire money. Stay cautious!

KITTELSON & ASSOCIATES [address redacted] Suite 600
[address redacted]
[phone redacted]

TECHNICAL MEMORANDUM

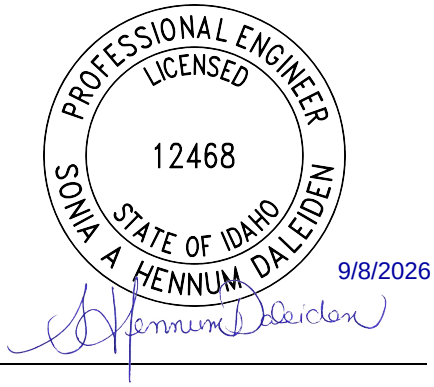
September 8, 2026 Project# 33922

To: Jennifer Zhung
Harmony Desing & Engineering
18 N Main Street Suite 305
Driggs, ID 83422

From: Justin Delgado, Sonia Daleiden, PE, PTOE

CC: Tom Hedges

RE: Spud Drive-in



Introduction

Kittelson & Associates, Inc. (Kittelson) has prepared this turn lane and queuing assessment for the proposed Spud Drive-In development in Teton County, Idaho. This analysis provides the information requested by a comment from ITD D6 staff on the development's application.

This analysis was prepared in accordance with Teton County and Idaho Transportation Department (ITD) requirements, including methodologies to grow background volumes, determine trip generation rates, and calculate the ratio of site-generated trips relative to overall intersection volumes.

SCOPING THE STUDY

All assumptions documented in this memorandum were shared with and confirmed as acceptable by ITD in late August/early September of 2026. *Appendix A includes the scoping email and confirmation with the department.*

PROJECT DESCRIPTION

The Spud Drive-In development is proposed to be located at its historic site off SH-33, southeast of the SH-33 / W 2000 S intersection, north of the existing MD Nursery & Landscaping plot. The current application proposes the reconstruction of the drive-in theater with onsite trailer lodging, and restaurant. Figure 1 displays the proposed development site plan.

Site Access A referenced herein refers to the local road access on the northern boundary of the site, and Site Access B refers to the exit onto SH-33 central to the site.

Figure 1. Proposed Development Site Plan



Turn Lane Assessment

The need for turn lanes at the site access to SH 33 were evaluated based on scoping discussions with ITD staff and ITD turn lane warrants.

PEAK HOUR ASSESSMENT SELECTION

The development's expected peak season is summer with peak attendance expected on either Friday and Saturday evenings. Based on a review of SH-33 Automatic Traffic Recorder (ATR) 239 counts, Friday saw a higher average AADT than Saturday. As such and to be conservative, an average Friday evening in July was assumed to be the peak season and peak hour for study. Kittelson completed this analysis for two scenarios:

1. During the Friday peak hour of adjacent street traffic on SH 33 with development trips.
2. During the Friday peak hour of the generator (development) which is slightly later than the Friday peak hour on SH 33.

Peak Hour of Adjacent Traffic with Development Trips

In this scenario the estimated peak hour on SH 33 is expected to be 6:30-7:30pm. This period coincides with the main arrival period of attendees for the first showing of a movie during the summer. Summer movies are expected to start at 8:00pm with attendees required to arrive at least 30 minutes prior to start time. The absolute peak hour of SH-33 itself was not analyzed as it is earlier in the day and does not overlap with the times when the theater, lodging, or restaurant on site would have significant operations.

The developer expects pre-show live music/events that people will want to attend before the movie. The on-site restaurant will operate during the pre-show and movie.

Peak Hour of the Generator

The development's peak trip generation period is expected to be the overlap between the first showing ending and second showing beginning. This is assumed to be 9:15-10:15pm. While volumes on SH-33 are assumed to be higher during the peak hour of adjacent street traffic with development trips (6:30-7:30 pm), this scenario was reviewed for a comprehensive analysis.

TRIP GENERATION

Given the unique nature of the land use and historic operations of the theater, it was determined a custom trip generation needed to be developed for the site. Trip generation was based on drive-in parking occupancy's relationship to vehicle trips. Based on conversations with the developer and historical attendance, the following vehicle arrival and departure characteristics were developed for each scenario:

- **Peak hour of adjacent street traffic with development trips:**
    - Assume 60% of lodging parking arrivals during the peak period (10 trips entering)

    - Assume 90% of theater occupancy with all arrivals during the peak period (134 trips entering)
        - Assume no additional restaurant specific trips in the peak period, staff will arrive early and leave late, and partons arriving during the peak period are captured in the lodging and theater arrivals.
- **Peak hour of the generator:**
    - Assume 50% of theater occupancy with all arrivals during the peak period (75 trips entering)
    - Assume 80% of theater occupancy with all departures during the peak period (119 trips leaving)
        - Assume no additional restaurant specific trips in the peak period, staff will arrive early and leave late, and partons during the peak period are captured in theater arrivals

Table 1 summarizes the estimated trip generation based on the above assumptions.

Table 1. Estimated Trip Generation

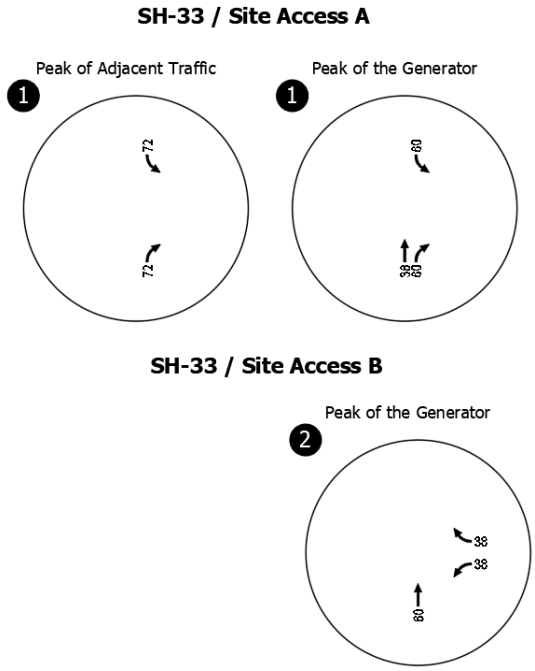
Analysis Period	Total	In	Out
Peak Hour of Adjacent Traffic with Development Trips	144	144	0
Peak Hour of the Generator	194	119	75

As shown in Table 1, conservatively the development is expected to generate a total of approximately 144 net new daily (all into the site) trips during the peak hour of adjacent street traffic with development, and 194 trips during the peak hour of the generator (119 in and 75 out). These vehicles were all assumed to enter the site via site access A and leave via site access B.

TRIP DISTRIBUTION AND ASSIGNMENT

For the purposes of distributing trips, 50% of vehicles were assumed to be traveling to/from the north on SH-33, and 50% of vehicles were assumed to be traveling to/from the south on SH-33.

Figure 2 Trip Assignment



EXISITNG TRAFFIC VOLUMES

Existing Traffic Volume Count Collection

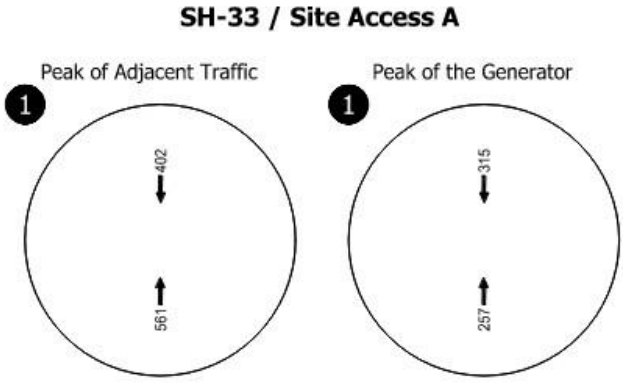
Kittelson utilized peak season (July) counts from ATR 239 (located >500 feet south of the site) to obtain peak hour directional volumes on SH-33 for the time periods identified in the previous sections. Four Friday counts were obtained from the ATR including July 10th, 17th, 24th, and 31st. Directional (northbound and southbound) volumes were averaged for the two study time periods across the four days to derive typical Friday evening volumes on SH-33.

The Friday prior to July 4th was omitted due to holiday travel impacts. No seasonal adjustment factor was applied as the counts occurred during the peak month of the peak season.

Turning movement counts were not collected and the anticipated site access points. This was due to the assumption that based on surrounding land uses no or very few turning movements would occur under existing conditions during the peak hours identified in the above section. *All traffic counts used in this analysis are found in Appendix B.*

Following the process described above, Figure 3 shows the existing conditions volumes for 2026 on SH-33.

Figure 3. Existing Traffic Volumes on SH-33



BUILD OUT 2027 CONDITIONS

The Spud Drive-In is expected to open in 2027 and one year of background growth was applied to existing counts to reflect the build out date.

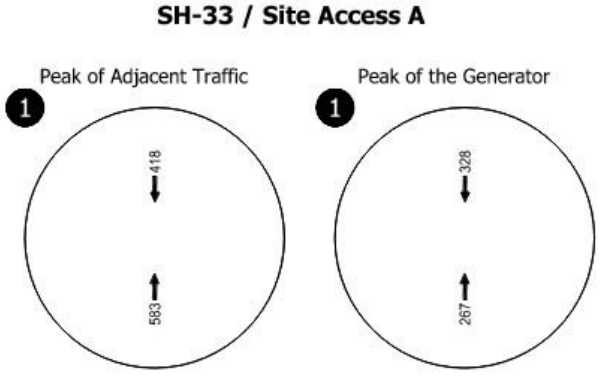
GROWING EXISTING TRAFFIC

The traffic volumes at both intersections shown in Figure 3 were grown at an annual compounded growth rate of 4%, for 1 year, to the expected build out date of 2027. This growth rate is reflected in year-over-year trends experienced on SH-33's ATRs and has been accepted by ITD, City of Victor, Teton County, and City of Driggs in recent Transportation Impact Studies in the area.

Background Traffic Volumes

Figure 4 shows traffic volumes at SH-33 / Site Access A during the peak hour of adjacent street traffic with development and peak hour of the generator (excluding site-generated trips).

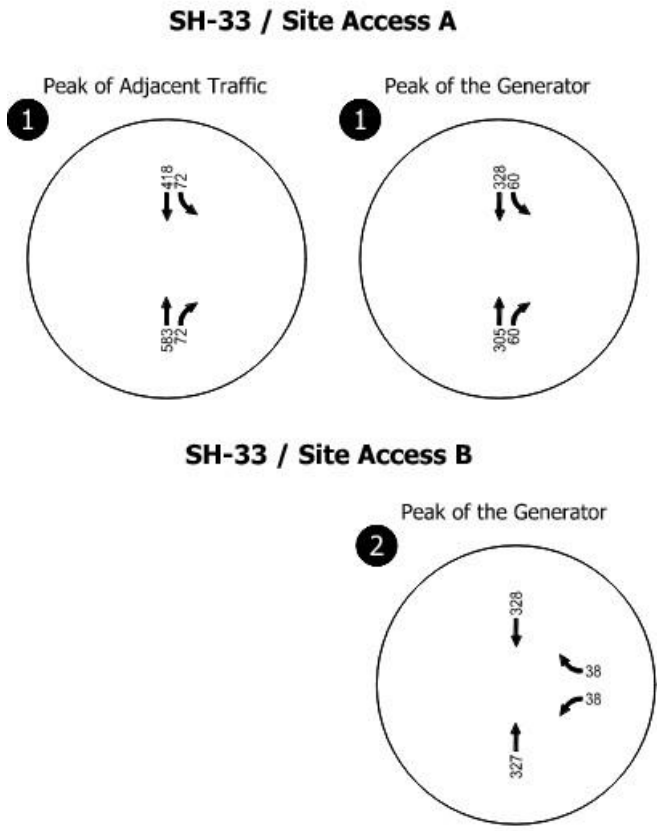
Figure 4. Background Traffic Volumes on SH-33



Total Traffic Volumes

Figure 5 shows traffic volumes at SH-33 / Site Access A and SH-33 / Site Access B during the two study time periods, including 2027 background volumes and site-generated traffic combined to shown 20207 total traffic volumes.

Figure 5. Total Traffic Volumes at Site Access Intersections



TURN LANE ASSESSMENT

The need for turn lanes was assessed at the intersection of SH-33/ Site Access A under the peak hour of adjacent street traffic scenario. Table 2 summarizes the results of the turn lane assessment.

Table 2. SH-33 / Site Access A Turn Lane Assessment

Intersection	Turn Lane Assessed	Turn Lane Warranted?
SH-33 / Site Access A	Southbound Left[1]	**Yes**
	Northbound Right[2]	**Yes**

[1]Based on Section 3 of the ITD Manual
[2]Based on AASHTO Greenbook section 9.7.3

As summarized in Table 2 both left and right turns lanes are warranted at the site access A intersections. Note this is based on peak hour, peak season analysis results that would occur on the summer Friday peak hour with an assumed 90% capacity attendance at the development. *Turn Lane warrant sheets are located in Appendix C*.

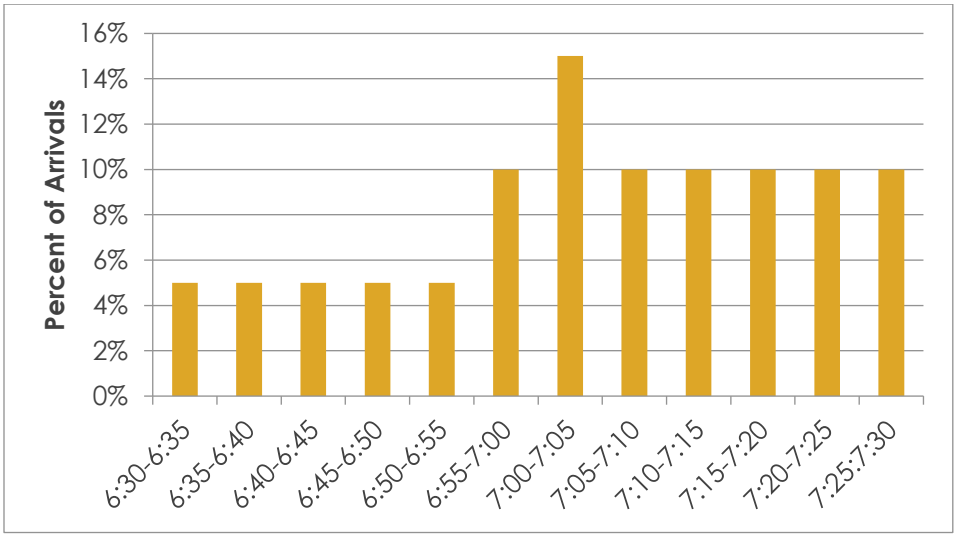
Development Arrival Queueing Assessment

During scoping confirmations, ITD requested an evaluation of entry queuing towards SH-33 during arrivals at Site Access A. Approximately 400ft of storage space is available for vehicles to queue between the drive-in entry and SH 33. Assuming 25 feet per vehicle (conservative value to account for buffer space between vehicles) this would allow 16 vehicles to queue at the entrance at any one time before spilling back onto SH-33.

Peak arrivals to the site are expected during the peak hour of adjacent street traffic with development scenario. During this one-hour period, 144 vehicles are expected to enter the site. In Kittelson's conversation with the project team indicated that attendees will purchase tickets online prior to arrival and will simply have to scan a QR code to gain entry to the site. While this may eventually be the case as regular attendees familiarize themselves with the process, the queueing analysis presented herein is based on conservative assumptions that would indicate near worst case queuing conditions.

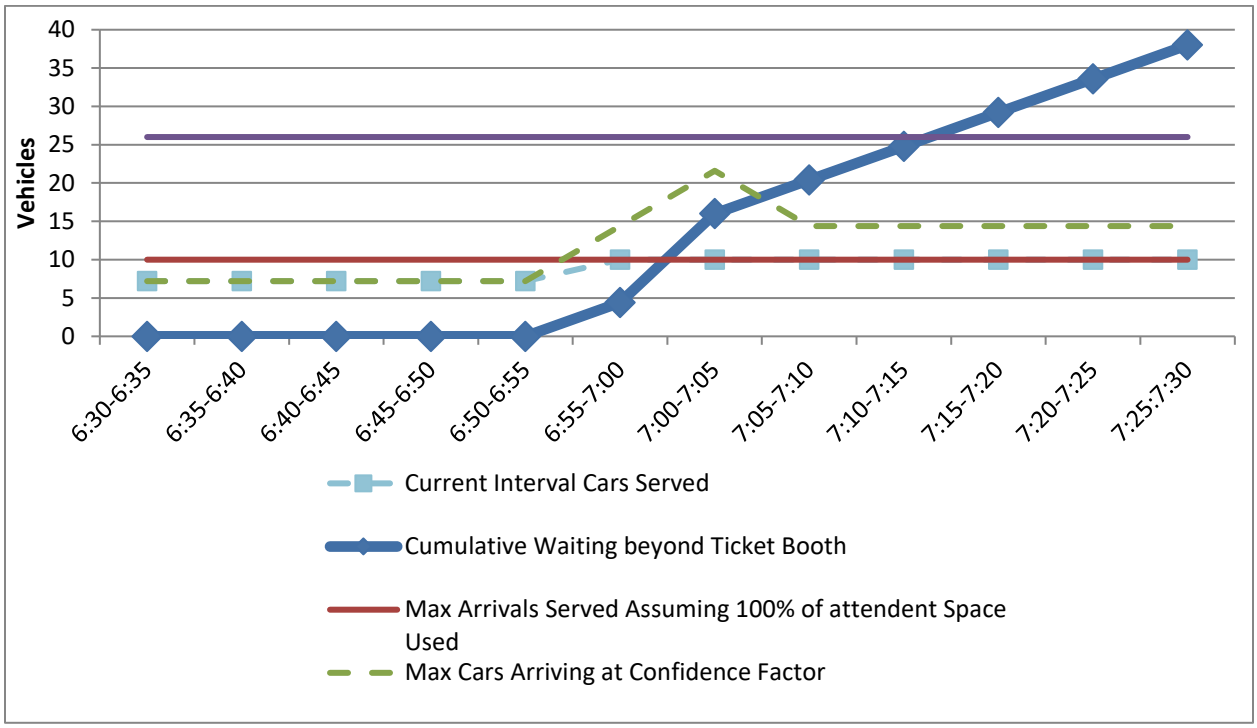
To develop maximum queue length at the site, Kittelson utilized an excel tool statistical queuing model. This tool has been applied to projects to assess queuing impacts and has been accepted by agencies across the state. The tool's function relies on input assumptions including average service time and a percent arrival profile for the hour. Kittelson developed a conservative estimate for both, with service time estimated at an average of 30 seconds per vehicle and an arrival profile viewable in Figure 6 below.

Figure 6 Hourly Vehicle Arrival Profile



The results of this analysis found that under conservative conditions (un-uniform arrival period, 30 second service time, and high site utilization) a max queue of 38 vehicles could be expected. The results of this analysis are shown in Figure 7. *Raw excel results are included in Appendix D.*

Figure 7 Queuing Analysis – Peak Hour of Adjacent Traffic with Development

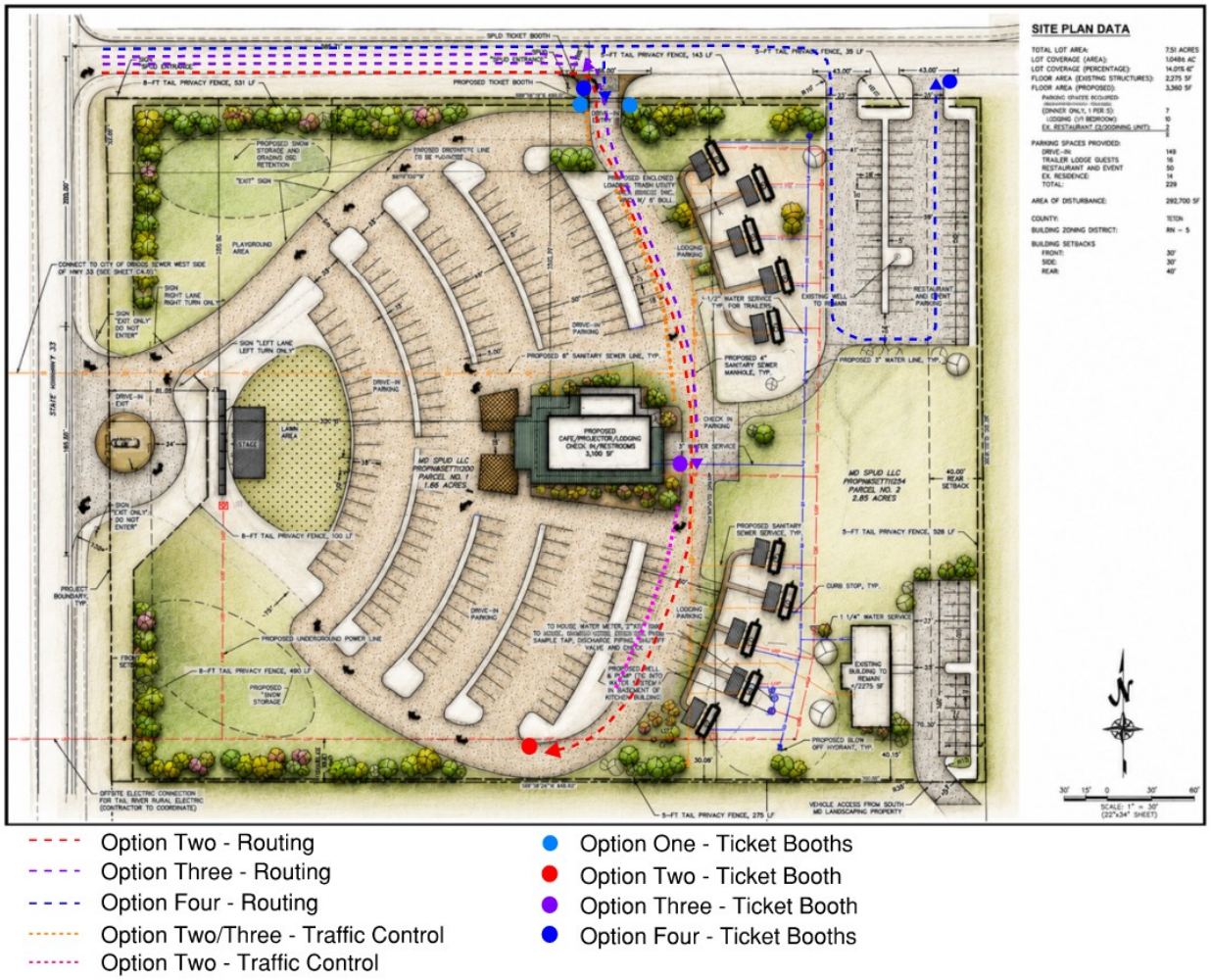


The results of this analysis indicate that the function of the site as currently proposed would be unable to adequately store vehicle queues "on-site" and queues could spill back onto SH-33. To mitigate potential queueing issues, several mitigations are available:

- Option One: Utilize two ticket booths and both lanes at the entrance to the site. Pre-pay attendees could access both booths, and entrants paying at the entrance could only pay at one of the booths.
    - Reanalyzing queues with two attendant spaces (rather than one) reduces expected max queues down to two vehicles which can be comfortably accommodated in the existing 400ft of storage estimated on the local road.
- Option Two: Move the proposed ticket booth farther into the site and utilize cones on site to direct traffic so that ~900ft of storage space is available for vehicles to queue should that much space be needed.
- Option There: Utilize two queueing lanes on the local road entering the site and relocate the proposed ticket booth farther into the site (not as far as option two).
- Option Four: Have vehicles we pre-purchased tickets enter the site directly from the access but have vehicles without pre-purchased tickets route east through the restaurant and event parking to purchase a ticket and then circle back to enter the site where pre-purchased ticket holders enter.

Figure 8 depicts the queue mitigation strategies overlayed onto the site plan.

Figure 8 Queue Mitigation Strategies



It should be noted that the results of this analysis are heavily reliant on the estimated service time input, which may decrease with time or function more efficiently than estimated in this analysis. As the development opens, service time and queues should be monitored to determine if actions varying from recommendations in this memorandum are necessary, or if none of the recommendations presented in this memorandum are needed due to high pre-purchase ticket sales and a much shorter average service time than assumed in this analysis.

Appendix

A. Scoping and Confirmations
B. Traffic Counts
C. Turn Lane Warrant Sheets
D. Queuing Worksheet

Appendix A Scoping and Confirmation

Justin Delgado

From: Jeffrey Rawson <Jeffrey.Rawson@itd.idaho.gov>
Sent: Thursday, September 3, 2026 1:55 PM
To: Justin Delgado
Cc: Karen Hiatt
Subject: RE: Cost Estimate for Proportional Share Calculation

[External Sender]

Justin,

Thank you for submitting this for ITD's review. For the most part your strategy on collecting data on the TIS is good.
However, based on our research, drive-ins queuing of people arriving is the biggest traffic congestion. ITD wants to see the number of vehicle spots and how much queuing length would be needed for those cars to arrive in a thirty-minute period.
Based off our calculations the amount of queuing space is inadequate for the amount of traffic during peak hours. Additional queuing would need to be addressed in the roadway improvements.

Hope this helps move you forward.

Thank you,

Jeff Rawson
Permits Coordinator

Work: [phone redacted]

Email: Jeffrey.rawson@itd.idaho.gov

Website: *itd.idaho.gov*

From: Justin Delgado [email redacted]
Sent: Thursday, September 3, 2026 8:06 AM
To: Jeffrey Rawson <Jeffrey.Rawson@itd.idaho.gov>
Subject: RE: Cost Estimate for Proportional Share Calculation

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jeff,

Thank you, I appreciate your quick attention to this.

Regards,

Justin Delgado
Transportation Planner

Kittelson & Associates, Inc.
Transportation Engineering & Planning
[address redacted] Suite 600
[address redacted]
[phone redacted]
[phone redacted] (direct)

From: Jeffrey Rawson <Jeffrey.Rawson@itd.idaho.gov>
Sent: Thursday, September 3, 2026 7:00 AM
To: Justin Delgado [email redacted]
Subject: RE: Cost Estimate for Proportional Share Calculation

[External Sender]

Hey Justin,

I will speak with my traffic engineer today and let you know what we come up with.

Jeff Rawson
Permits Coordinator

Work: [phone redacted]

Email: Jeffrey.rawson@itd.idaho.gov

Website: *itd.idaho.gov*

From: Justin Delgado [email redacted]
Sent: Wednesday, September 2, 2026 4:11 PM

To: Jeffrey Rawson <Jeffrey.Rawson@itd.idaho.gov>
Subject: RE: Cost Estimate for Proportional Share Calculation

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jeff,

Sorry to bug you on this, but I just learned that the Spud Drive-In is going back before the Commission in two weeks and they need materials next week. Are you able to take a quick look at the proposed approach for our turn lane analysis by end of day tomorrow?

I apologize for the rushed request here. Feel free to call me if you have any questions or want to talk through the approach.

Regards,

Justin Delgado
Transportation Planner

Kittelson & Associates, Inc.
Transportation Engineering & Planning
[address redacted] Suite 600
[address redacted]
[phone redacted]
[phone redacted] (direct)

From: Justin Delgado
Sent: Monday, August 31, 2026 3:48 PM
To: 'Jeffrey Rawson' <Jeffrey.Rawson@itd.idaho.gov>
Cc: Sonia Daleiden [email redacted]
Subject: RE: Cost Estimate for Proportional Share Calculation

Jeff,

Thank you for sharing, I will let you/Kyle know if I have questions on the cost estimate in the next couple days. I do have another series of questions for a separate effort I was hoping to get your thoughts on.

We have been brought on to support the turn lane analysis that you requested of the proposed Spud Drive-in theater in Teton County. I want to make sure ITD is comfortable with how we propose to conduct this analysis. Below is our proposed approach please let me know if you have comments, or find the approach acceptable:

Approach

- Peak Hour Selection:

- We propose to complete this analysis for two scenarios, during the peak hour of adjacent street traffic with development trips, and during the peak hour of the generator. The development's

expected peak season is summer with peak attendance Friday or Saturday evening. Based on SH-33 counts, Friday appears to have a higher average AADT, an average Friday evening in July is assumed to be the peak season date of study.

- Peak hour of adjacent street traffic with development trips
  - In this scenario the estimated peak hour is expected to be ~6:30-7:30pm.
    - This time period coincides with the main arrival period of attendees for the first showing of a movie during the summer. Summer movies are expected to start at 8:00pm with attendees required to arrive at least 30 minutes prior to start time.
      - *The developer expects pre-show live music/events that people will want to attend before the movie*.
      - *The on-site restaurant will operate during the pre-show and movie*.
- Peak hour of the generator
  - The development's peak trip generation period is expected to be the overlap between the first showing ending and second showing beginning. This is assumed to be ~9:15-10:15pm.

- Trip Generation:

- Peak hour of adjacent street traffic with development trips
  - Assume 60% of lodging parking arrivals during the peak period(10 trips entering)
  - Assume 90% of theater occupancy with all arrivals during the peak period (134 trips entering)
    - *No additional restaurant specific trips are assumed in the peak period, staff will arrive early and leave late, and partons arriving during the peak period are captured in theater arrivals*.
  - **144 total trips entering – 0 exiting**
- Peak hour of the generator
  - Assume 50% of theater occupancy with all arrivals during the peak period (75 trips entering)
  - Assume 80% of theater occupancy with all departures during the peak period (119 trips leaving)
    - *Assume no additional restaurant specific trips in the peak period, staff will arrive early and leave late, and partons during the peak period are captured in theater arrivals*.
  - **75 total trips entering – 119 exiting**

-Count Collection:

- We propose to utilize peak season (July) counts from ATR 239 (located >500 feet south of the site) to obtain peak hour directional volumes on SH-33 for the time periods identified in the previous sections.
- We propose not collecting turning movement counts at the existing local road that will serve as the primary access to the development. proposed local road access.
  - *It is our assumption that based on surrounding land uses very few vehicle trips under existing conditions will occur during the peak hours identified in the above section*.

-Trip Distribution:

- Assume 50% to/form the north towards Driggs, and 50% to and from the south towards Victor.
  - *Driggs is more populous but NB volumes are higher on SH-33 during this time of day*.

-Background Growth:

- Grow SH-33 Counts by 4% per year to build out date (*Date TBD – need to connect with developer*)

-Analysis:

- Warrants will be based off the following:
    - Right turn warrants in section 3 of the ITD Traffic Manual.
    - Left turn warrants in the AASHTO green book section 9.7.3

If you have any questions that are easier to talk through via phone, feel free to give me call at the direct number in my email signature.

Regards,

Justin Delgado
Transportation Planner

Kittelson & Associates, Inc.
Transportation Engineering & Planning
[address redacted] Suite 600
[address redacted]
[phone redacted]
[phone redacted] (direct)

From: Jeffrey Rawson <Jeffrey.Rawson@itd.idaho.gov>
Sent: Tuesday, August 25, 2026 12:21 PM
To: Justin Delgado [email redacted] ; Dalton Rice <Dalton.Rice@itd.idaho.gov>
Cc: Sonia Daleiden [email redacted] ; Andrew Mancini [email redacted]
Subject: RE: Cost Estimate for Proportional Share Calculation

[External Sender]

Justin,

This is what I received from the project engineer Kyle Huebner. If you have any questions moving forward let me or Kyle know his email and number is found below.

Thank you,

Jeff Rawson
Permits Coordinator

Work: [phone redacted]

Email: Jeffrey.rawson@itd.idaho.gov

Website: *itd.idaho.gov*

Jeff,

Appendix B Traffic Counts

Location Info	
Location ID	00239_NB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	NB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	13	5	9	6	33
01:00 - 02:00	4	3	2	1	10
02:00 - 03:00	1	0	3	3	7
03:00 - 04:00	2	1	1	1	5
04:00 - 05:00	1	6	2	3	12
05:00 - 06:00	8	10	12	26	56
06:00 - 07:00	31	24	46	85	186
07:00 - 08:00	70	74	59	154	357
08:00 - 09:00	141	139	125	152	557
09:00 - 10:00	127	142	131	157	557
10:00 - 11:00	145	122	128	165	560
11:00 - 12:00	128	145	133	162	568
12:00 - 13:00	147	154	132	151	584
13:00 - 14:00	142	153	142	159	596
14:00 - 15:00	121	155	153	180	609
15:00 - 16:00	167	142	166	187	662
16:00 - 17:00	159	166	187	198	710
17:00 - 18:00	174	192	213	189	768
18:00 - 19:00	160	157	172	142	631
19:00 - 20:00	139	135	137	109	520
20:00 - 21:00	87	85	91	83	346
21:00 - 22:00	82	68	52	57	259
22:00 - 23:00	51	58	60	56	225
23:00 - 24:00	32	30	18	27	107
TOTAL					8925

ata Info
7/10/2026
7/11/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_NB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	NB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	21	11	7	3	42
01:00 - 02:00	4	5	1	3	13
02:00 - 03:00	4	1	1	0	6
03:00 - 04:00	0	1	1	1	3
04:00 - 05:00	2	5	3	5	15
05:00 - 06:00	10	8	15	25	58
06:00 - 07:00	18	37	62	93	210
07:00 - 08:00	86	72	87	111	356
08:00 - 09:00	119	127	146	178	570
09:00 - 10:00	136	117	119	133	505
10:00 - 11:00	141	118	130	144	533
11:00 - 12:00	140	130	144	130	544
12:00 - 13:00	141	133	136	145	555
13:00 - 14:00	116	127	115	125	483
14:00 - 15:00	147	135	134	149	565
15:00 - 16:00	174	130	137	134	575
16:00 - 17:00	152	157	165	156	630
17:00 - 18:00	143	164	129	155	591
18:00 - 19:00	194	140	133	133	600
19:00 - 20:00	141	145	113	113	512
20:00 - 21:00	117	96	102	81	396
21:00 - 22:00	70	62	59	66	257
22:00 - 23:00	49	65	50	47	211
23:00 - 24:00	47	32	24	22	125
TOTAL					8355

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7/18/2026
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12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_NB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	NB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	15	19	15	11	60
01:00 - 02:00	7	4	5	2	18
02:00 - 03:00	0	0	1	2	3
03:00 - 04:00	3	0	1	3	7
04:00 - 05:00	1	6	7	4	18
05:00 - 06:00	5	5	19	30	59
06:00 - 07:00	25	37	65	91	218
07:00 - 08:00	57	75	83	117	332
08:00 - 09:00	105	138	146	155	544
09:00 - 10:00	113	109	156	139	517
10:00 - 11:00	145	151	144	179	619
11:00 - 12:00	122	137	125	134	518
12:00 - 13:00	152	150	149	137	588
13:00 - 14:00	150	152	138	153	593
14:00 - 15:00	135	156	133	172	596
15:00 - 16:00	117	174	175	157	623
16:00 - 17:00	163	164	157	159	643
17:00 - 18:00	167	168	181	181	697
18:00 - 19:00	182	164	163	133	642
19:00 - 20:00	157	129	129	130	545
20:00 - 21:00	121	105	79	118	423
21:00 - 22:00	92	95	78	59	324
22:00 - 23:00	60	52	40	37	189
23:00 - 24:00	36	38	29	11	114
TOTAL					8890

ata Info
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7/25/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_NB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	NB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da
Start Date
End Date
Start Time
End Time
Direction
Notes
Count Source
File Name
Weather
Study
Owner
QC Status

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	10	18	7	4	39
01:00 - 02:00	3	4	4	3	14
02:00 - 03:00	2	2	1	0	5
03:00 - 04:00	1	1	2	4	8
04:00 - 05:00	4	2	8	8	22
05:00 - 06:00	8	13	14	22	57
06:00 - 07:00	17	31	55	77	180
07:00 - 08:00	63	79	115	120	377
08:00 - 09:00	138	141	116	145	540
09:00 - 10:00	130	138	118	138	524
10:00 - 11:00	126	147	146	119	538
11:00 - 12:00	128	141	117	157	543
12:00 - 13:00	132	107	127	135	501
13:00 - 14:00	126	138	119	140	523
14:00 - 15:00	146	137	132	127	542
15:00 - 16:00	150	159	130	158	597
16:00 - 17:00	148	164	170	185	667
17:00 - 18:00	167	180	176	156	679
18:00 - 19:00	175	134	154	118	581
19:00 - 20:00	127	123	125	119	494
20:00 - 21:00	85	102	102	92	381
21:00 - 22:00	70	80	66	59	275
22:00 - 23:00	66	59	65	49	239
23:00 - 24:00	37	29	32	23	121
TOTAL					8447

ata Info
7/31/2026
8/1/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_SB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	SB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	7	10	3	1	21
01:00 - 02:00	2	3	1	2	8
02:00 - 03:00	1	2	2	0	5
03:00 - 04:00	3	1	3	6	13
04:00 - 05:00	8	12	11	10	41
05:00 - 06:00	17	33	46	55	151
06:00 - 07:00	71	80	101	104	356
07:00 - 08:00	124	135	145	143	547
08:00 - 09:00	127	137	134	140	538
09:00 - 10:00	122	121	131	170	544
10:00 - 11:00	127	185	146	163	621
11:00 - 12:00	194	172	172	147	685
12:00 - 13:00	151	128	166	153	598
13:00 - 14:00	154	138	148	155	595
14:00 - 15:00	146	131	136	125	538
15:00 - 16:00	131	113	133	129	506
16:00 - 17:00	155	140	113	133	541
17:00 - 18:00	147	115	142	133	537
18:00 - 19:00	122	109	111	92	434
19:00 - 20:00	101	85	81	79	346
20:00 - 21:00	52	70	55	63	240
21:00 - 22:00	109	78	122	111	420
22:00 - 23:00	100	68	84	52	304
23:00 - 24:00	27	33	18	42	120
TOTAL					8709

ata Info
7/10/2026
7/11/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_SB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	SB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	5	5	3	12	25
01:00 - 02:00	5	2	0	3	10
02:00 - 03:00	6	1	1	3	11
03:00 - 04:00	1	1	4	3	9
04:00 - 05:00	5	5	21	16	47
05:00 - 06:00	16	28	49	50	143
06:00 - 07:00	72	79	99	108	358
07:00 - 08:00	99	143	133	140	515
08:00 - 09:00	143	148	136	124	551
09:00 - 10:00	131	113	150	150	544
10:00 - 11:00	153	132	167	175	627
11:00 - 12:00	164	150	165	161	640
12:00 - 13:00	134	136	124	173	567
13:00 - 14:00	158	154	124	156	592
14:00 - 15:00	168	154	133	133	588
15:00 - 16:00	120	128	140	143	531
16:00 - 17:00	148	145	126	131	550
17:00 - 18:00	147	121	111	125	504
18:00 - 19:00	116	91	100	96	403
19:00 - 20:00	88	94	97	71	350
20:00 - 21:00	62	76	68	60	266
21:00 - 22:00	86	72	68	75	301
22:00 - 23:00	68	75	37	25	205
23:00 - 24:00	24	13	17	10	64
TOTAL					8401

ata Info
7/17/2026
7/18/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_SB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	SB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	14	6	9	3	32
01:00 - 02:00	3	2	1	3	9
02:00 - 03:00	4	4	2	3	13
03:00 - 04:00	0	1	2	11	14
04:00 - 05:00	10	10	19	17	56
05:00 - 06:00	24	29	37	57	147
06:00 - 07:00	62	89	109	107	367
07:00 - 08:00	108	138	133	151	530
08:00 - 09:00	133	127	139	128	527
09:00 - 10:00	126	167	172	160	625
10:00 - 11:00	143	165	142	155	605
11:00 - 12:00	165	160	158	147	630
12:00 - 13:00	158	163	120	139	580
13:00 - 14:00	160	140	140	127	567
14:00 - 15:00	132	133	131	150	546
15:00 - 16:00	149	146	135	129	559
16:00 - 17:00	145	151	149	145	590
17:00 - 18:00	155	153	137	149	594
18:00 - 19:00	146	125	117	94	482
19:00 - 20:00	108	108	96	78	390
20:00 - 21:00	78	71	69	76	294
21:00 - 22:00	77	64	66	74	281
22:00 - 23:00	81	78	58	38	255
23:00 - 24:00	22	22	16	19	79
TOTAL					8772

ata Info
7/24/2026
7/25/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Location Info	
Location ID	00239_SB
Type	I-SECTION
Functional Class	4
Located On	SH 33 MAIN
	SH-33 0.4 Mi. S of Darby Rd
Direction	SB
Community	-
MPO_ID	
HPMS ID	
Agency	Idaho Transportation Department

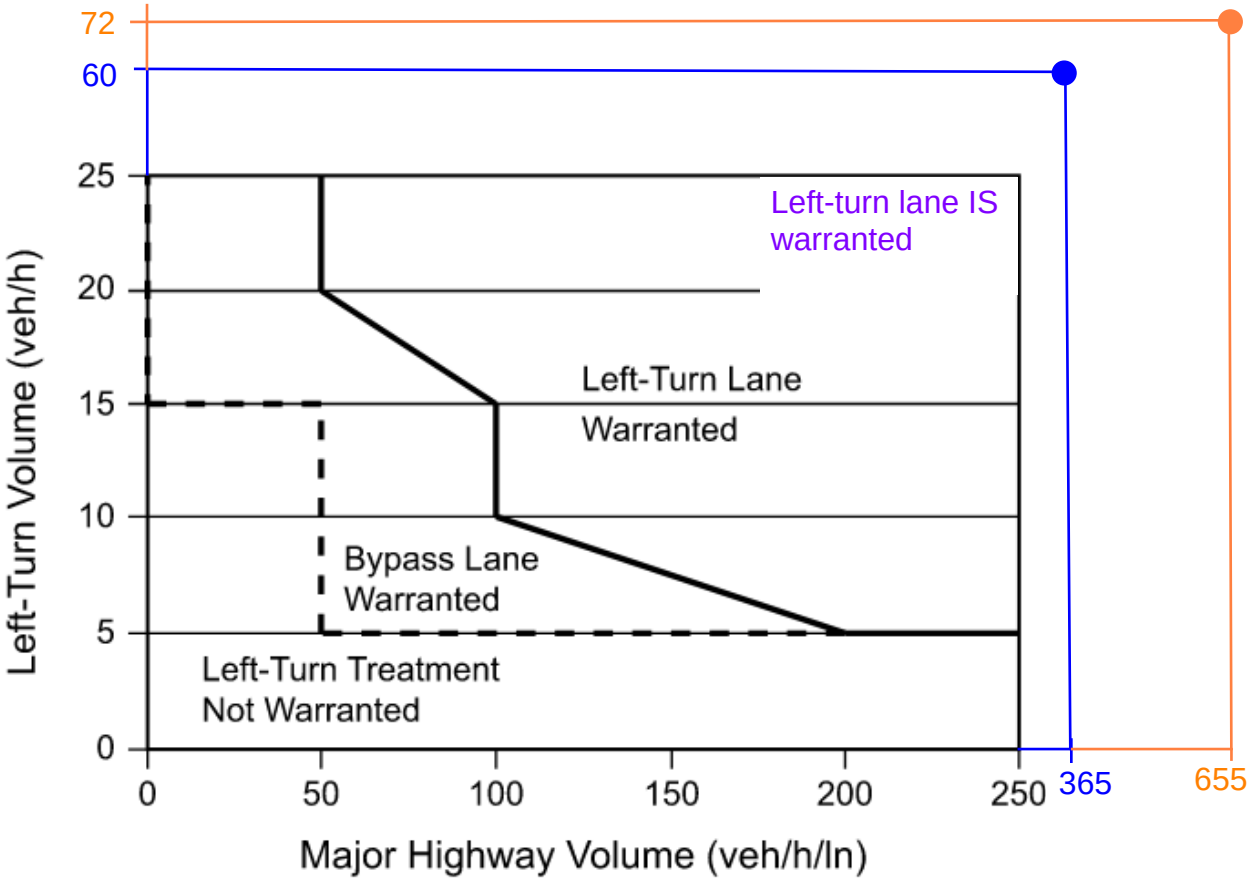
Count Da	
Start Date	
End Date	
Start Time	
End Time	
Direction	
Notes	
Count Source	
File Name	
Weather	
Study	
Owner	
QC Status	

Interval: 15 mins					
Time	15 min				Hourly
	1st	2nd	3rd	4th	Count
00:00 - 01:00	10	3	4	2	19
01:00 - 02:00	2	2	4	3	11
02:00 - 03:00	1	1	2	4	8
03:00 - 04:00	1	2	1	7	11
04:00 - 05:00	5	13	18	22	58
05:00 - 06:00	28	26	41	62	157
06:00 - 07:00	84	81	86	98	349
07:00 - 08:00	111	133	137	126	507
08:00 - 09:00	121	135	131	125	512
09:00 - 10:00	129	127	176	157	589
10:00 - 11:00	150	148	148	168	614
11:00 - 12:00	147	147	154	164	612
12:00 - 13:00	148	131	147	164	590
13:00 - 14:00	120	143	135	121	519
14:00 - 15:00	120	127	129	137	513
15:00 - 16:00	141	114	127	143	525
16:00 - 17:00	120	125	109	135	489
17:00 - 18:00	148	129	129	126	532
18:00 - 19:00	129	142	119	94	484
19:00 - 20:00	103	96	110	70	379
20:00 - 21:00	82	69	81	78	310
21:00 - 22:00	65	60	66	76	267
22:00 - 23:00	76	64	80	25	245
23:00 - 24:00	16	15	15	18	64
TOTAL					8364

ata Info
7/31/2026
8/1/2026
12:00 AM
12:00 AM
tonygrange
Accepted

Appendix C Turn Lane Warrant Sheets

SH-33 / Site Access A - SBL
Year 2027 Total Traffic Conditions - Full Movement
Peak Hour of Adjacent Street Traffic With Development Trips
Peak Hour of the Generator



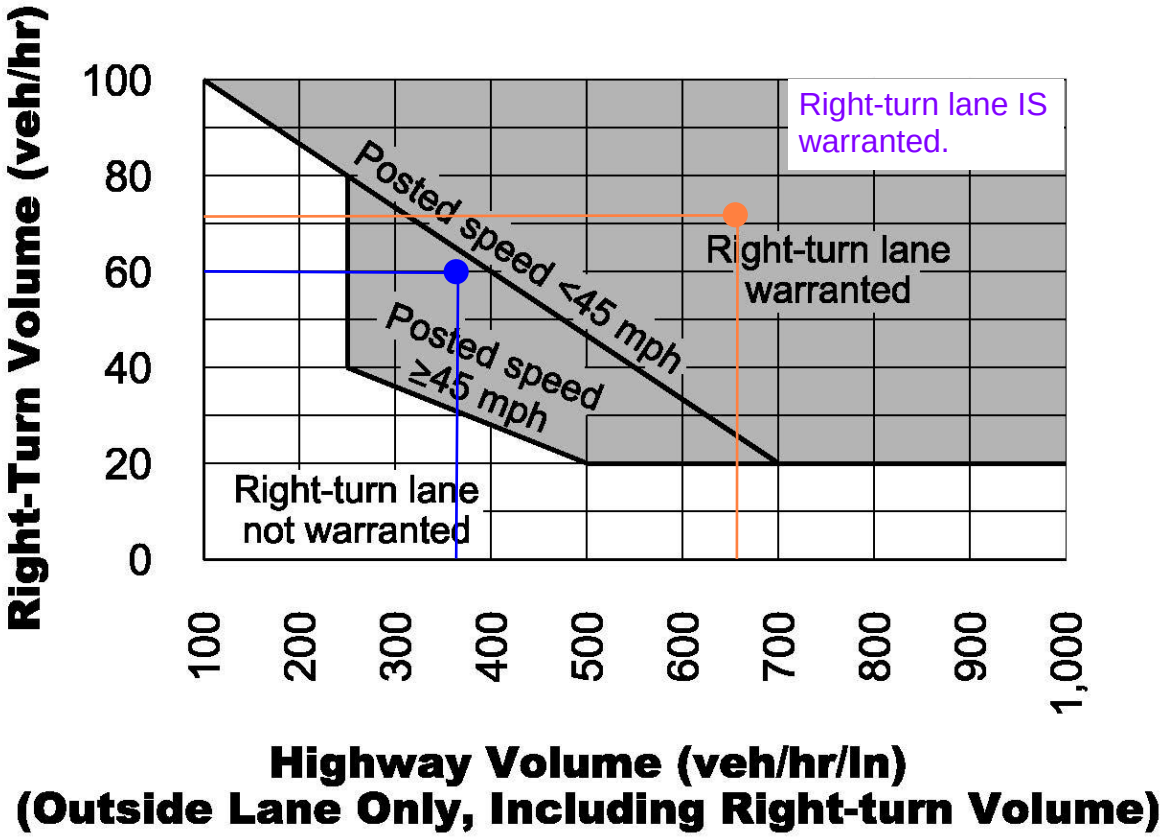
(a) Three-Leg Intersections

Table 9-25. Suggested Left-Turn Treatment Guidelines Based on Results from Benefit–Cost Evaluations for Intersections on Two-Lane Highways in Rural Areas (*16*)

Left-Turn Lane Peak-Hour Volume (veh/h)	Three-Leg Intersection, Major-Road Two-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Bypass Lane	Three-Leg Intersection, Major-Road Two-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Left-Turn Lane	Four-Leg Intersection, Major-Road Two-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Left-Turn Lane
5	50	200	150
10	50	100	50
15	< 50	100	50
20	< 50	50	< 50
25	< 50	50	< 50
30	< 50	50	< 50
35	< 50	50	< 50
40	< 50	50	< 50
45	< 50	50	< 50
50 or More	< 50	50	< 50

Note: These guidelines apply where the major road is uncontrolled and the minor-road approaches are stop- or yield-controlled. Both the left-turn peak-hour volume and the major-rad volume warrants should be met as shown in Figure 9-36.

Figure 3B-1. Right-Turn Lane Warrant



Appendix D Queuing Worksheet

Scenario: Full Buildout
Total vehicles in Peak Hour 144
Percent of Vehicles Arriving in 60 min 1

Vehicles Arriving 144
Time Period for Arrivals = 60 min peak

Avg Service Time = 30 sec

Theater Arrivals

Enter Trip Gen

	In	Out
	144	144

Confidence Factor (2 would indicate approx 95% for a particular interval)

Max Cars1

Capacity

Excess

Potential

Interval

Served During

Waiting to Be

Current Interval Cars Served

Used

Queue Space Prior attendant Space to Attendant 400

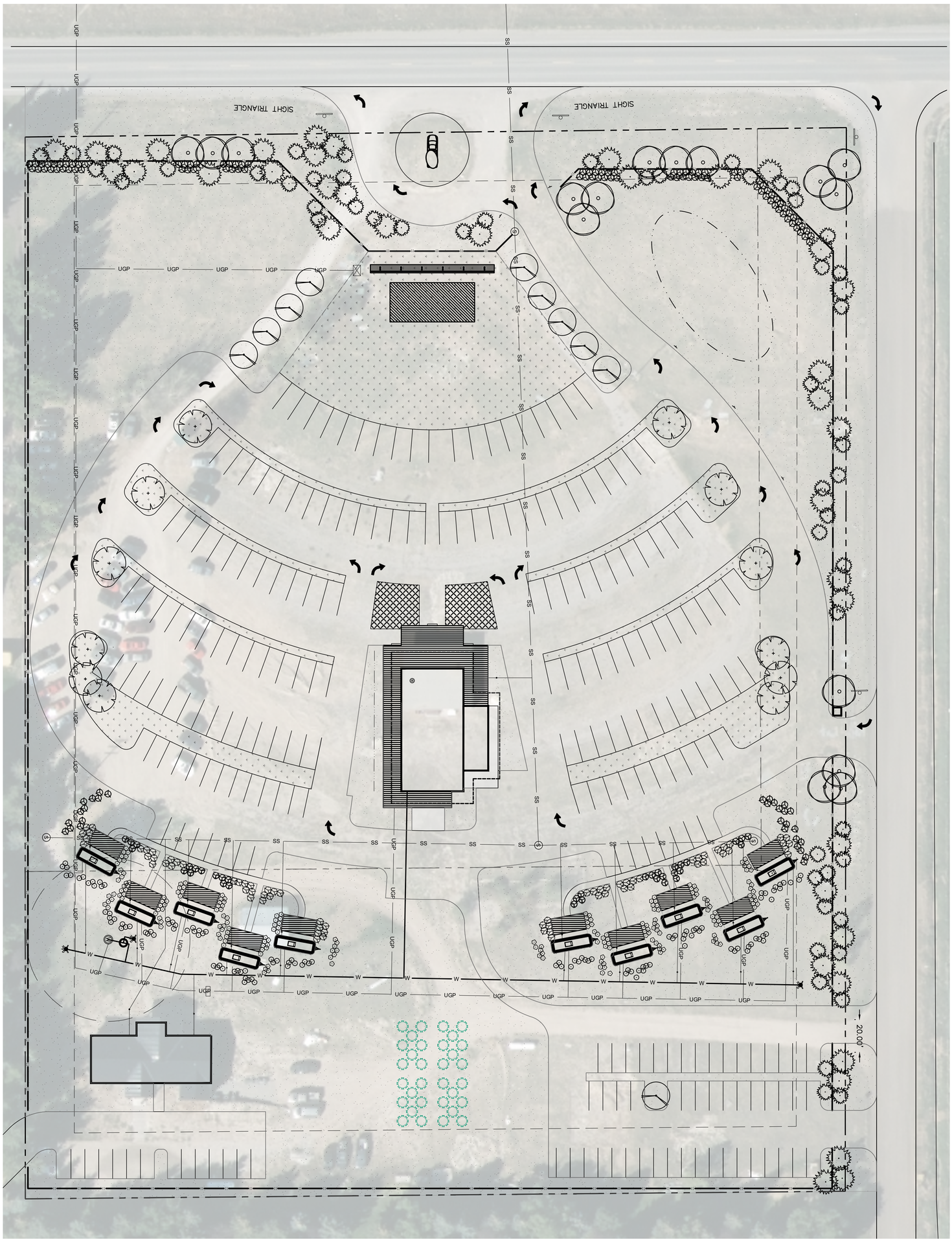
Assuming 100% of Attendant Spaces = 1 Explain: Assume 100% of the available spaces will be used at the same time based on demand.

Max Arrivals Served

Calculation		Time	Percent Arrivals	15-min	Percent Departures	15-min	Staff/Other Est	Arrivals Vehicle	Arriving at Confidence Factor							
								7	7	10	7	0	3	0	26	0
Avg Spaces needed =	1.2	6:35-6:40	5%		5%		7	7	0	7	7	10	7	0	3	0	26	0
Peak Spaces needed =	2.4 Approx 95th Percentile	6:40-6:45	5%	15%	5%	15%	7	7	0	7	7	10	7	0	3	0	26	0
Rounded	2 spaces	6:45-6:50	5%		5%	20%	7	7	0	7	7	10	7	0	3	0	26	0
Appriximate Dist	40 feet	6:50-6:55	5%		5%		7	7	0	7	7	10	7	0	3	0	26	0
		6:55-7:00	10%	20%	10%		14	14	0	14	14	10	10	4	0	4	26	0
Queue Calculation - Peak Arrivals		7:00-7:05	15%		15%		22	22	0	22	22	10	10	12	0	16	26	0
		7:05-7:10	10%		10%		14	14	0	14	14	10	10	4	0	20	26	0
Arrival Rate	25.0 sec/veh	7:10-7:15	10%	35%	10%	35%	14	14	0	14	14	10	10	4	0	25	26	0
Service Rate	15.00 sec/veh	7:15-7:20	10%		10%		14	14	0	14	14	10	10	4	0	29	26	0
Utilization Rate	0.6	7:20-7:25	10%		10%		14	14	0	14	14	10	10	4	0	34	26	0
Average Queue	1.5	7:25-7:30	10%	30%	10%	30%	14	14	0	14	14	10	10	4	0	38	26	0
Peak Queue	3		100%		100%		144	144		144	144							

Avg Max Stored in Queues or On-Site Waiting **38** **0**

PLOT BY: LINDSAY KISSEL
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LEGEND

DECIDUOUS SHRUBS:
- 10'-12' COLORADO SPRUCE
- 14'-16' COLORADO SPRUCE
- AMERICAN LINDEN
- QUAKING ASPEN
- HACKBERRY
- REGENT SERVICEBERRY
- BAILEY DOGWOOD
- ISANTI DOGWOOD
- GRO-LOW SUMAC
- SNOWMOUND SPIREA

PERENNIALS AND GRASSES:

MULCHES AND HARDSCAPE:
- NATIVE GRASS SEED
- KENTUCKY BLUEGRASS LAWN
- ORGANIC MULCH

SCALE: 1" = 30' (22x34 SHEET)
30' 15' 0 30' 60'

SHEET # L-1

PROJECT NAME

THE SPUD DRIVE-IN REDEVELOPMENT
2175 & 2169 S. HWY 33, DRIGGS, ID 83422

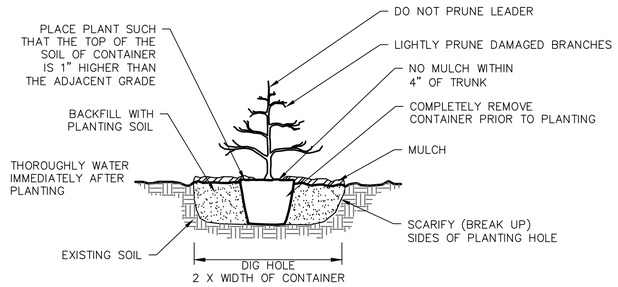
LANDSCAPE PLAN

REVISIONS:

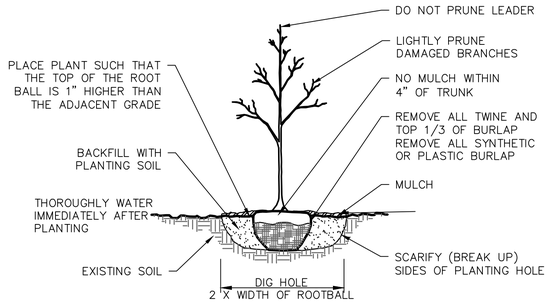
DRAWING IS TO SCALE IF BAR MEASURES:
1" = FULL SCALE
½" = HALF SCALE

DWG: 21042-LAND
PROJ. #: 21042
DATE: ####

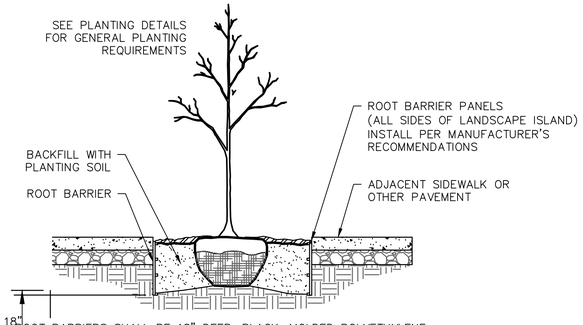
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DESIGN & ENGINEERING
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[phone redacted] • www.harmonydesigninc.com



PLANTING DETAIL (CONTAINER)



PLANTING DETAIL (B&B)



1. ROOT BARRIERS SHALL BE 18" DEEP, BLACK, MOLDED POLYETHYLENE, MODULAR PANELS WITH ¾" VERTICAL ROOT DEFLECTING RIBS. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
2. COORDINATE INSTALLATION OF ROOT BARRIER PANELS WITH CONSTRUCTION OF ADJACENT HARDSCAPES TO AVOID UNDERMINING HARDSCAPES DURING EXCAVATION

ROOT BARRIER

IRRIGATION NOTES:

1. THE CONTRACTOR SHALL PROVIDE ALL DESIGN, LABOR, MATERIALS, EQUIPMENT, AND SERVICES TO INSTALL A HIGH QUALITY, EFFICIENT, RELIABLE, AND MAINTAINABLE LANDSCAPE IRRIGATION SYSTEM CAPABLE OF PROVIDING SUPPLEMENTARY WATER FOR THE PROPOSED LANDSCAPE PLAN. ALL COMPONENTS SHALL BE MANUFACTURED BY A REPUTABLE MANUFACTURER AND SHALL BE SUITABLE FOR COMMERCIAL USE.
2. ALL WORK SHALL COMPLY WITH ALL ORDINANCES, REGULATIONS AND CODES OF AUTHORITIES HAVING JURISDICTION. BACKFLOW PREVENTION DEVICES SHALL BE FURNISHED AND INSTALLED AS REQUIRED BY LOCAL CODE.
3. INSTALL ALL COMPONENTS PER MANUFACTURER'S RECOMMENDATIONS.
4. WATER SUPPLY IS FROM DOMESTIC WELL.
5. SYSTEM DESIGN:
   - 5.1. THE CONTRACTOR SHALL DESIGN A 100 PERCENT COVERAGE IRRIGATION SYSTEM, INCLUDING COMPREHENSIVE ENGINEERING ANALYSIS BY A QUALIFIED IRRIGATION TECHNICIAN, USING PERFORMANCE REQUIREMENTS, SPECIFIED COMPONENTS, AND DESIGN CRITERIA INDICATED.
   - 5.2. EACH PLANT TYPE (TURF GRASS, TREES, SHRUBS AND PERENNIAL BEDS) SHALL BE SERVED BY SEPARATE ZONES TO ALLOW SPECIFIC WATERING SCHEDULES FOR EACH TYPE.
   - 5.3. ALL TURF GRASS AREAS ARE TO BE SERVED BY FIXED SPRAY WITH HEAD TO HEAD COVERAGE. PROVIDE THE MINIMUM NUMBER OF ZONES REQUIRED FOR EFFICIENT FUNCTIONALITY WITH THE AVAILABLE PRESSURES AND FLOWS.
   - 5.4. ALL PROPOSED TREES AND SHRUBS SHALL BE SERVED BY A DRIP IRRIGATION SYSTEM.
   - 5.5. PROVIDE ISOLATION VALVES AND MANUAL DRAINS AT VALVE MANIFOLDS.
   - 5.6. PROVIDE BLOW–OUT CONNECTIONS FOR SYSTEM WINTERIZATION.
6. VELOCITIES SHALL NOT EXCEED 5 FPS IN ANY PIPING.
7. DRIP CIRCUITS:
   - 7.1. PLACE EMITTER TUBING ON TOP OF FINISHED GRADE AND WEED SUPPRESSION MAT AND BELOW MULCH. CAP ENDS OF RUNS WITH THREADED TEES OR CAPS TO FACILITATE FLUSHING. SECURE LINES WITH TIE DOWN STAKES OR SOD STAPLES PER MANUFACTURER'S RECOMMENDATIONS AT A MAXIMUM OF 5' O.C. AND AT ALL TEES AND ELBOWS, AND WHERE NECESSARY TO KEEP TUBING FLAT AGAINST THE GROUND.
   - 7.2. ALL DECIDUOUS TREES SHALL RECEIVE DRIP IRRIGATION AT A RELATIVE RATE OF 20 GPH EACH.
   - 7.3. ALL SHRUBS SHALL RECEIVE DRIP IRRIGATION AT A RELATIVE RATE OF 10 GPH EACH.
   - 7.4. LENGTH OF DRIP TUBE ON ANY GIVEN RUN SHALL NOT EXCEED 230'
8. SYSTEM PIPING:
   - 8.1. ALL MAIN LINE PIPING SHALL BE SCHEDULE 40 PVC (MINIMUM 18" DEPTH BURY).
   - 8.2. ALL LATERAL PIPING SHALL BE SCHEDULE 40 PVC OR HDPE (MINIMUM 12" DEPTH BURY).
   - 8.3. ALL SLEEVES MANIFOLDS SHALL CONSIST OF TWO (2) 4" SCHEDULE 40 PVC PIPES (12' MINIMUM COVER).
     - 8.3.1. PROVIDE SLEEVE MANIFOLDS S UNDER ALL HARDSCAPE PAVING AND WHERE SHOWN ON THE PLAN.
     - 8.3.2. COORDINATE LOCATIONS OF SLEEVE MANIFOLDS WITH SITEWORK CONTRACTOR.
     - 8.3.3. EXTEND SLEEVES A MINIMUM OF 2' BEYOND EDGE OF CURB OR PAVING.
     - 8.3.4. THE NUMBER AND LOCATION OF SLEEVE MANIFOLDS SHOWN ON THE PLANS IS A MINIMUM. THE CONTRACTOR MAY INSTALL ADDITIONAL SLEEVES AS NECESSARY TO ACCOMMODATE THE SYSTEM.
9. THE CONTRACTOR SHALL PROVIDE:
   - 9.1. TWO COMPLETE SETS OF AS–BUILT IRRIGATION SYSTEM DRAWINGS SHOWING LOCATIONS, SIZES, AND TYPES OF PIPING, VALVES, WIRING, AND OTHER COMPONENTS PRIOR TO FINAL ACCEPTANCE OF THE SYSTEM. THE PLAN SHALL BE CLEAR, LEGIBLE, COMPLETE, AND TRUE TO SCALE.
   - 9.2. COMPLETE OPERATION INSTRUCTIONS, INCLUDING SPRING START–UP AND FALL WINTERIZATION PROCEDURES.
10. THE COMPLETE IRRIGATION SYSTEM SHALL BE WARRANTED FOR A PERIOD OF TWO (2) YEARS FROM SUBSTANTIAL COMPLETION.

IRRIGATION SCHEDULE:

AUTOMATIC CONTROLLER:	HUNTER ACC–99D TWO–WIRE DECODER CONTROLLER (OR APPROVED EQUAL)
STATION VALVES	HUNTER PGV (OR APPROVED EQUAL)
QUICK COUPLERS	HUNTER HQ, 1", LOCKING RUBBER COVER, ANTI ROTATION WINGS (OR APPROVED EQUAL)
DRIP TUBING	HUNTER PLD, 1.0 GPH, 12" EMITTER SPACING (OR APPROVED EQUAL)
DRIP ZONE CONTROL KIT	HUNTER ICZ DRIP ZONE CONTROL KIT (OR APPROVED EQUAL)
ROTARY HEADS	HUNTER MP–2000 (OR APPROVED EQUAL)

LANDSCAPE NOTES:

1. THIS PLAN IS BASED ON CIVIL SITE PLAN PREPARED BY HARMONY DESIGN AND ENGINEERING DATED 6/9/2026.
2. SEE ARCHITECTURAL PLANS FOR ADDITIONAL BUILDING AND SITE INFORMATION.
3. SEE CIVIL PLANS FOR ADDITIONAL SITE INFORMATION.
4.
5. REFER TO PLANT SCHEDULE, SEE THIS SHEET L1.2, FOR A LIST OF ALL PLANT MATERIALS. IN THE EVENT THAT DISCREPANCIES OCCUR BETWEEN QUANTITIES OF PLANTS INDICATED IN THE PLANT LIST, AND AS INDICATED ON THE DRAWINGS, THE PLANT QUANTITIES INDICATED ON THE DRAWINGS SHALL GOVERN.
6. PROVIDE A MINIMUM OF 18" OF PLANTING SOIL IN ALL PLANTING BEDS.
7. PROVIDE A MINIMUM OF 6" OF SCREENED TOPSOIL IN ALL TURFGRASS AREAS OR AREAS TO BE SEEDED.
8. PLANTING SOIL SHALL CONSIST OF 75% TOPSOIL CERTIFIED WEED FREE AND MEETING ASTM 5268 STANDARDS, WITH pH RANGE OF 5.5 TO 7, AND 25% ORGANIC MATTER, FREE OF STONES GREATER THAN 1" IN DIAMETER AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH. SCARIFY AND LOOSEN EXISTING SUBGRADE PRIOR TO PLACING TOPSOIL
9. PROVIDE A MINIMUM OF 3" OF ORGANIC MULCH IN ALL PLANTING BEDS. ORGANIC MULCH SHALL BE GROUND OR SHREDDED BARK, 3" MAXIMUM, ½" MINIMUM SIZE, NATURAL COLOR.
10. PROVIDE A MINIMUM 3" DEPTH OF ORGANIC, CHIPPED BARK MULCH IN ALL PLANTING BEDS UNLESS OTHERWISE INDICATED. FINISHED GRADE OF MULCH SHALL BE FLUSH WITH ADJACENT FINISHED GRADE.
11. PROVIDE A WEED SUPPRESSION MAT UNDER ROCK IN ALL ROCK MULCH AREAS.
12. PROVIDE ROOT BARRIERS ALONG SIDEWALKS OR BACK OF CURB WHERE TREES ARE CLOSER THAN 5'. ROOT BARRIERS SHALL BE 18" DEEP, BLACK, MOLDED POLYETHYLENE, MODULAR PANELS WITH ¾" VERTICAL ROOT DEFLECTING RIBS. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
13. RESTORE ALL DISTURBED AREAS TO PREVIOUSLY EXISTING CONDITION, OR BETTER.
14. ONLY TREES THAT SHOW SIGNS OF INSTABILITY AFTER PLANTING SHALL BE STAKED AND GUYED. TIES MADE OF APPROVED MATERIAL SHALL BE ATTACHED DIRECTLY TO THE STAKES OR MAY BE ATTACHED TO STAKES BY WIRE. IN NO CASE SHALL THE WIRE EXTEND AROUND THE TREE TRUNK. TIES SHOULD BE ATTACHED LOOSELY ENOUGH TO ALLOW A SMALL AMOUNT OF PLAY IN THE TRUNK.
15. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING ALL STAKES AND STRAPS AFTER A ONE YEAR PERIOD. THESE STAKES AND STRAPS WILL REMAIN THE PROPERTY OF THE CONTRACTOR AND SHOULD BE FIGURED INTO THE BID.
16. ALL PLANT MATERIALS SHALL BE WARRANTED FOR A PERIOD OF 2 YEARS FROM SUBSTANTIAL COMPLETION.
17. 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.
18. 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.
19. THE CONTRACTOR SHALL CONTACT "ONE CALL" 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. REPORT ANY DAMAGE TO THE OWNER AND THE "ONE CALL" NOTIFICATION CENTER, AND TO EMERGENCY SERVICES IF NECESSARY (911).
    - 19.1. "ONE CALL" IN IDAHO: 811 (PHONE 1–800–342–1585)

PLANT SCHEDULE:

KEY	QTY.	SCIENTIFIC NAME	COMMON NAME	CONDITION	SIZE (MIN.)	COMMENT
		EVERGREEN TREES				
CS	53	Picea pungens	COLORADO SPRUCE	B&B	10'–12' HIGH	GREEN VARIETY
CS2	38	Picea pungens	COLORADO SPRUCE	B&B	14'–16' HIGH	GREEN VARIETY
		DECIDUOUS TREES				
HB	12	Celtis occidentalis	HACKBERRY	B&B	3" – 3.5" CAL.	
QA	16	Populus tremuloides	QUAKING ASPEN	B&B	3" – 3.5" CAL.	
AL	10	Tilia americana	AMERICAN LINDEN	B&B	3" – 3.5" CAL.	
		DECIDUOUS SHRUBS				
RS	195	Amelanchier alnifolia 'Regent'	REGENT SERVICEBERRY	CONT.	5 GAL.	
RO	120	Cornus sericea 'Baileyi'	BAILEY DOGWOOD	CONT.	5 GAL.	
ID	116	Cornus sericea 'Isanti'	ISANTI DOGWOOD	CONT.	5 GAL.	
LG	34	Rhus aromatica 'Gro–Low'	DWARF FRAGRANT SUMAC	CONT.	5 GAL.	
SM	71	Spiraea nipponica 'Snowmound'	SNOWMOUND SPIREA	CONT.	5 GAL.	

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 ½" = HALF SCALE

DWG: 21042–LAND
PROJ. #: 21042
DATE: ####

REVISIONS:

PROJECT NAME
THE SPUD DRIVE-IN REDEVELOPMENT
2175 & 2169 S. HWY 33, DRIGGS, ID 83422

L-2 LANDSCAPE NOTES AND DETAILS

SHEET #
L-2

PLOT BY: LINDSAY KISSEL
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Amendment to the Land Development Code

Staff Report – PZC Public Hearing August 11, 2026
To Consider Amendments to Guest/Dude Ranch Use UPDATED

APPLICATION INFORMATION

APPLICANT THH LLC (d/b/a Moose Creek Ranch)
AGENT: Tom Hedges

REQUEST: The planning department received an application for an amendment to the LDC on Dec 24, 2026. The application is to amend Sections 3-2-2 and 3-6-9 (now 3-6-10, after updating the code to add Drive-in theaters) related to the Guest/ Dude Ranch Use. The proposal would affect this use for all lands under the jurisdiction of the LDC and is not specific to any individual parcel.

APPLICABLE COUNTY CODE: The Comprehensive Plan and LDC Amendments. 4-4 Comprehensive Plan and LDC Amendments, (Also LDC 3-1-1 (A)(13) (Effective December 4, 2024); and the Teton County Comprehensive Plan (A Vision & Framework 2012-2030).

SUMMARY: (From applicant's narrative)

The applicants' request narrative states, The proposed amendment will benefit Teton County as a whole by bolstering our tourism economy, creating new jobs, and highlighting our world-class recreational and agricultural amenities. The decision to amend the LDC is a legislative decision, which the County has the inherent discretion to make. The applicants assert that the current regulations are restrictive in their scope of what is allowed under this provision, and the proposed amendments will create more flexibility to accommodate a growing demand for the use.

The proposed amendment is to make modifications to the County's Guest/Dude Ranch land use.
The proposed revisions include:

1. Increasing the number of guests allowed from .5 guests per acre to 3 rooms or units per acre, with a cap of 60 total rooms or units;
2. Allowing more variety of structures to function as guest rooms, such as yurts, tiny homes, tents, and tipis;
3. Removing numerical restrictions for on-site events;
4. Allowing service of food and beverage to the public, in addition to on-site guests;
5. Adding the Guest/Dude Ranch use as a limited use in the FH-20 zone.

REVIEW PROCESS:
This privately initiated code amendment began with a pre-application conference held via Zoom on November 21, 2025. An amendment to the Land Development Code requires a review

and recommendation by the Planning and Zoning Commission (PZC) following a public hearing and a subsequent review and decision by the Board of County Commissioners (BoCC), with discretion to hold their own public hearing in state code, though LDC Table 4 shows a public hearing with the BoCC as required.

The BoCC reviewed the P&Z Commission's recommendations and held their own hearing on April 27, 2026. Following the hearing, the BoCC directed the applicants and staff to work on changes to address a list of topics. Commissioner Powers provided those comments subsequently in an email and they formed the primary list that was considered for changes that were made, and this is attached to this report.

Because the proposal was modified, in consultation with legal counsel, a subsequent hearing was held with the PZC to make recommendations on the modified proposal. The PZC held a hearing where additional public comment was received in opposition to the proposal and specifically to it anticipated application to a specific parcel in the future. It was noted that the proposal was not for a specific property at this time. Following their hearing, the PZC reversed direction from their previous recommendation of denial and moved in a split vote to recommend approval with certain specific recommended changes, which are outlined later in this report. Dissenting votes noted that they believed that the proposal made changes that were too different from this land use classification to be considered the same use, or that the criteria for consideration were not fully demonstrated.

Any amendment to the LDC would be adopted via an ordinance. The updated ordinance has been prepared and is also attached.

APPLICATION ITEMS:
Per §4-4 of the LDC Comprehensive Plan & LDC Amendments, this is the written description of the proposed amendment. The owner/representative provided an application, narrative, and the specific code proposed for adoption. This is a proposed modification to an existing land use, and proposes to replace or modify existing LDC language in 3-6-9.

The Proposed Amendment Furthers the Goals and Policies of the Comprehensive Plan.
The applicants state, "In general, Teton County's Comprehensive Plan supports economic development and encourages highlighting and promoting the County's recreational and agricultural features. By broadening the scope of uses and increasing the number of residents and visitors that can use and enjoy Guest/Dude Ranches, the proposed amendment furthers the general goals and policies of the Comprehensive Plan." The table below was prepared by the applicant. (Staff responses to the review criteria are below the table).

Comprehensive Plan Goals and Policies	Proposed Amendment Compliance

Goal ED 1: Develop a coordinated and collaborative economic development strategy that encourages, promotes and supports locally-owned businesses and creates a hospitable and attractive environment for businesses and tourists. Policy 1.3. Encourage and support local commerce. Policy 1.6. Encourage and pursue economic diversity, innovation and creativity to keep our economy stable. Policy 1.7. *Support the expansion of recreational, cultural, and entertainment options that would improve the visitor experience and boost economic development.*	Applicant Response: The amendment will allow local businesses to invest and engage in guest ranch uses which are currently not commercially viable under the restrictive parameters of LDC § 3-6-9. The amendment will support both the growth of local businesses as well as the County's local tourism economy. Even more, the amendment will expand recreational opportunities that will improve the visitor experience and boost economic development opportunities
Goal ED 2: Preserve our rural character and heritage and promote local agricultural industries. Policy 2.1. Encourage development and land use proposals that support prime economic values or rural character and heritage.	Guest/Dude Ranches uses honor the County's long history of agriculture and ranching. The amendment allows guest/dude ranches to be an economically viable investment, which promotes the County's economic development goals while at the same time preserving the County's rural character and heritage. Most importantly, the amendment will expand the number of residents and visitors that will get to experience the County's rural character first hand.
Goal ED 3: Recognize that tourism and lifestyle are fundamental components of our economy and are dependent on healthy natural resources. Policy 3.1. Encourage economic development through the promotion of recreational opportunities and natural resources.	The amendment will encourage economic development by promoting in-demand recreational opportunities for local and County visitors while conserving the County's natural resources. The amendment will bring more folks into recreational and agricultural settings in the County, which will help to preserve and highlight the importance of these resources.
Goal NROR 3: Provide and promote exceptional recreational opportunities for all types of users (including but not limited to biking, skiing, fishing, off-highway vehicle use, target practice, hunting, trail users, equestrians, boating and non-motorized flight) as a means for economic development and enhanced quality of life.	Guest/Dude Ranches will promote recreational opportunities for local residents and visitors to enjoy the County's natural amenities. The increased recreational opportunities will bolster economic development as well preservation efforts.

Policy 3.3. Support a diversity of recreation as a mechanism to bring together community and build acceptance of diverse lifestyles.	

STAFF ANALYSIS (FROM THE ORIGINAL STAFF REPORT):
The review criteria for these amendments are as follows §4-4-F:

The recommendations of the PZC and the final decision of the BoCC on an application to amend the comprehensive plan [or LDC] will be based on the following criteria:

Staff assumes the intent of this section was to say Comprehensive Plan ***or LDC*** amendment for each review criterion, as they are combined in the section heading.

a. The comprehensive plan amendment corrects an error or meets the challenge of some changing condition, trend, or fact. Staff comment: The applicant indicates that the proposed amendments are in response to a need for greater flexibility of use within the guest/dude ranch use. They further state the changes are necessary to make this use economically viable. Anecdotally, this use has been considered by a number of landowners/developers, and in discussion with planning staff, they have often expressed that the number of guests allowed in the current ordinance would not make their plans viable. Planning staff is aware of one instance of the use being relied on for approval of a small youth equestrian camp, but this is no longer operating.

   A broader question also exists as to whether this use is trying to achieve outcomes that are better suited to other uses such as a special event center or resort, or to allow for other accessory uses which were intentionally not included previously in the land use tables, namely stand-alone restaurant uses or hotel/motel uses which over time have been suggested by some should be placed in or near incorporated cities. The applicants have cited a number of goals and policy statements related to economic development.

   Planning staff would concur that those policies generally support looking at this use in terms of its economic viability, but should also weigh it against the protection of natural resources that the use relies on. The application does not, in staff's opinion, clearly demonstrate how natural resource protection is integrated into the proposal, particularly as it relates to the substantial increase in intensity of use. (see attached staff analysis for further discussion).

b. The comprehensive plan amendment is in response to changes in state law, as established through amendments to the Idaho Statutes or by court decision. Staff comment: This proposal is not a result of changes to Idaho Statutes or a court decision.

c. The amendment does not have the effect of creating a regulatory taking under Idaho

or federal law. Staff comment: N/A

d. The comprehensive plan 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 a particular point in time. Staff comment: This criterion may be difficult to determine definitively. The applicant is the owner of a specific property with existing non-conforming (grandfathered) guest/dude ranch style development that would likely benefit from the proposed changes; however, the owner/applicants argue that there is a broader community benefit in approving the proposal, which, if true, would indicate the benefit is not "solely" to the landowner. Planning staff believes that the existing use warrants consideration broadly as to whether it is still a viable use in the current economic and social conditions within the county.

e. The proposed change is consistent with policies of the comprehensive plan, the requirements of the Planning Act, and state and federally mandated uses. Staff comment: The applicant's narrative included a table that shows how they believe the changes are consistent with the comprehensive plan. Staff would suggest that the policies calling for economic development also "are dependent on healthy natural resources." Balancing NR protection considerations is not clearly addressed or analyzed in the proposal, specifically in the proposed increased area of development and guest numbers.

f.* The comprehensive plan amendment substantially conforms to the stated purpose and the intent of the LDC. Staff comment: The LDC has limited language related to intent, including that found in 1-1 (B). It describes guiding residential and non-residential growth to protect, promote, and improve public health, safety, and overall welfare. Planning staff believes that this modification could have impacts to health, safety, and welfare where it substantially increases the intensity of use and expansion of the number of guests and area of development, and therefore warrants a close look in the context of a Special Use Permit rather than a Limited Use Permit.

g.* The comprehensive plan amendment will not have a demonstrable adverse impact on the natural environment, including air, water, noise, storm water management, wildlife, scenic corridor views, and vegetation. Staff comment: The proposed LDC amendment includes limited-use Standards. In general, these retain expectations for adequate wastewater facilities but do not include significant analysis of the proposed changes on all of the aspects listed in this criterion.

h. The comprehensive plan amendment will not have a demonstrable adverse impact on existing conforming development patterns, standards, or zoning regulations. Staff comment: The proposed LDC amendment could impact existing development, as all potential development could, but it is difficult to quantify this. It is likely that an expanded number of guests and the percentage of development area could have an increased impact.

i. The comprehensive plan amendment will not have a demonstrable adverse impact on delivery by any jurisdiction or agency providing public services in the County, including

school districts. Staff comment: The applicants do not address this, as they state that many of these criteria are only applicable to proposed changes to the Comprehensive Plan. Even so, it is difficult to assess without specific examples what the effect of the proposed changes would be on service providers.

- *The criteria the PZC found were not met in the application.

Noticing Requirements:

This application has been noticed per Idaho Code section 67-6509, and LDC 4-2D as applicable (no site-specific notices are required for a county-wide LDC proposal). The application was noticed in the Teton Valley News on August 26 & September 2, 2026, and in the hearing schedule items on the Planning Department webpage. Because this amendment affects the entire County, no site-specific postings are required. All materials were posted and available on Teton County's website under the Planning Department page. Agency emails were sent on July 21, 2026.

Public Comment:
Staff has received several written public comments for the earlier PZC meeting, which are included as attachments. The comments received are not in support of the proposed changes, noting incongruity with the foothills and rural zoning, and stating that the proposal is benefiting specific interests rather than the county as a whole. A number of specific concerns and suggestions are included. There was also some public comment received at the public hearing, both in favor and in opposition to the proposed changes. No new comments were found when this updated report was prepared.

SPECIFIC PROPOSAL TEXT AMENDMENT:

3-6-9 Guest/Dude Ranch

A. Defined

A property that provides overnight on-site accommodations for guests, provides an on-site recreational/agricultural activity or immediate access to nearby recreational/agricultural activities, has ~~on-site~~a permanent lodge with dining facilities on-site, ~~and~~ 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 may include a commercial restaurant, café, or bar that caters to the general public and other amenities including active and passive recreation amenities for guests and the ~~general~~ public to utilize. A bona fide guest/dude ranch ~~may host~~, in compliance with all applicable special use standards, may hold special events such as a wedding or social gathering as permitted through the special use permitting process.

B. Limited Use Standards

1. Minimum size for Guest Dude Ranch shall be: (i) twenty (20) acres for properties abutting publicly owned land; or (ii) two hundred (200) acres for all other properties.

~~2. The subject property must abut publicly owned land.~~

2. ~~3.~~ The maximum number of guest ~~rooms/~~units shall be limited to: (i) three guest ~~rooms/~~units per ~~gross~~ acre ~~of the total property~~; or (ii) a maximum of 60 total guest ~~rooms/~~units, whichever is less.
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 ~~property~~dude ranch shall abut these lands ~~and~~or have access to them by an access agreement, permit, license, or easement .
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 in a permanent structure shall be provided for guests.
7. ~~8.~~ Guest ~~rooms/~~units 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. Verification~~The applicant will need provide verification of a food license or a proved exemption from EIPH ~~must be obtained prior to operation of food service activities~~.
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 means a room~~/unit may be included in a~~ in central lodge, ~~or may be~~ a separate permanent structure on a foundation, ~~or~~a tiny ~~homes, yurts, tents, tipis~~home, yurt, tent, tipi, recreational vehicles, recreational vehicle parking, or other similar lodging ~~facilities.~~designed to accommodate two people. At least forty percent (40%) of guest units must be provided in a central lodge or a separate permanent structure on a foundation. Up to six (6) guest units can be provided in a single structure, which includes a main lodge facility.
13. ~~14.~~ Special events ~~are an allowed use and~~ may be held as permitted through the special use permitting process.
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~~.
15. ~~16.~~ Guest ~~rooms/~~units shall not be rented or sold for ~~as~~ a ~~permanent~~ 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 ~~twenty~~fifty percent (~~20~~50%) of the property remains as open areas ~~and guest rooms/units may be clustered and there is no maximum number of guest rooms/units per acre.~~; open areas include, but are not limited to, grazing areas, agricultural fields, wetlands, ponds, riparian areas, forested areas, developed grassy areas. pathways, nature trails, livestock pastures, and open fields.

~~20.~~

19. No person shall be a guest of a Guest/Dude Ranch for more than fourteen (14) consecutive days.
20. Wildfire and wildlife mitigation shall be addressed though the special use permitting process.

CONTEXT AND COMPARISON OF OTHER JURISDICTIONS:

A review of other jurisdictions in Idaho and other surrounding states with comparable economic and social conditions has been included. This is largely reliant on AI, specifically, ChatGPT. Although certain aspects that are represented have been verified, this should generally be considered as background and broad contextual information, and every specific detail has not been verified; therefore, it should not be strictly relied on in making decisions. Further synthesis and analysis of that information is included in another document with staff analysis.

STAFF RECOMMENDATIONS:

Based on direction from the BoCC, the application has been amended to incorporate the direction received from the Board. As the PZC pointed out, this was not fully addressed in the aspect of the number of total units allowed. The Board provided the opinion that the total number should be modified to allow up to 45 units designed with a maximum number of guests at 90. The PZC also suggested that the "dude ranch" aspect of the dude ranch guest ranch could be preserved as it is currently written with a simplified review procedure in certain zones, due to it's relatively small number of potential guests, unless large acreage is included in the application, while these revised standards could constitute a separate use. No changes to the ordinance have been integrated by the applicant or by staff to include the recommended

changes by the PZC. If the Board wants to incorporate these changes they can direct the applicant or staff to make specific changes before adoption.

ORIGINAL PZC RECOMMENDATION:

The PZC held its public hearing on March 10, 2026. Planning staff reviewed a staff report giving a general overview of the proposal and noting some incorrect estimates of the number of guests that the modifications could accommodate. The number is somewhat unclear as the proposal shifts to units per acre rather than guests per acre. The applicant commented on the question of restaurants and accommodations and noted that they felt these are necessary to make the guest/dude ranch a viable operation, but that other standalone restaurants or hotel-type accommodations should generally be located in the cities. The commissioners asked some clarifying questions as to why certain changes were being proposed and what they hope to achieve with the amendments. The applicants indicated that their goal is to create a conforming use allowed under the LDC, and that supporting uses are needed to make more seasonal uses viable. The applicant stated on rebuttal that they were not involved in the "Under Canvas" proposal that was previously denied. They agreed that the requirement to abut public land could likely be modified to add a minimum area requirement if the property is not adjacent to public land. They made the point that there is a maximum number of units established, whereas the current ordinance allows for an increasing and theoretically unlimited number of guests.

After holding their public hearing, the Commission began some deliberation but voted to continue their deliberation at an upcoming work session on held on March 24, 2026. At that time, the PZC discussed whether what was proposed was in line with the meaning of the use or whether it essentially constituted a different use. There were some differing opinions on this, and a discussion around the use of the word "ranch" in defining the use. There was some consensus by the majority of members that the dude ranch should be retained largely as currently defined. Mr. Wilcox felt the definition could include recreational uses not strictly tied to a working ranch.

ORIGINAL PZC motion

Denial: Having found that the review criteria in LDC 4-4-F cannot be met, I move to recommend denial of the LDC amendment to modify the Guest/Dude Ranch use as presented in the staff report and materials attached for the following reasons:

1. Lack of clarity in terms of guest rooms and units;
2. The large increase in density from1.5 per acre to 3 units per acre;
3. The large decrease to the amount of open space preserved;
4. The proposed no limitations to special events;
5. The removal of the word ranch as part of the defined term;
6. Change of use from special to limited use; and
7. It does not comply with LDC 4-4-F (f. and g.)

AYES (5): James Weber, Carl Kohut, Tom Braun, Maggie Martin, and Collin Hunter
NAYS: (2): Wyatt Penfold, and Harley Wilcox

Adopted (5 to 2)

RECENT PZC MOTION:

MOVER: Carl Kohut SECONDER: Harley Wilcox Having found that the review criteria in LDC 4-4-F can be met with conditions or modifications, I move to recommend approval of the ordinance to amend the LDC to modify the Guest/Dude Ranch use as presented in the staff report and materials attached, with the following modifications or conditions:
1. The uses are divided into Dude Ranch maintaining the current Dude/Guest Ranch code and Guest Ranch which adopts the proposed changes;
2. The density is reduced to 45 rooms or 90 bed maximum;
3. EIS & TIS have established thresholds as to when they are required;
4. Open space be limited to 60% minimum;
5. Provisions for employee housing units are adopted; and
6. Consider public comment.

AYES (4): Collin Hunter, Carl Kohut, Wyatt Penfold, and Harley Wilcox
NAYS: (3): James Weber, Tom Braun, and Maggie Martin
Adopted (4 to 3)

BoBC Actions (after conducting a public hearing):

1. Approval of the amendments as proposed.
2. Approval of the amendments with conditions of approval or modifications to the proposal
3. Denial of the amendments as proposed.
4. Continue the application for further information

Motions:

Approval: Having found that the review criteria in LDC 4-4-F can be met, I move to recommend approval of the ordinance to amend the LDC to modify the Guest/Dude Ranch use as presented in the staff report and application materials attached.

Approval: Having found that the review criteria in LDC 4-4-F can be met with conditions or modifications, I move to recommend approval of the ordinance to amend the LDC to modify the Guest/Dude Ranch use as presented in the staff report and materials attached, with the following modifications or conditions:

Denial: Having found that the review criteria in LDC 4-4-F cannot be met, I move to recommend denial of the ordinance to amend the LDC to modify the Guest/Dude Ranch use as presented in the staff report and materials attached for the following reasons:

Continuation: I move to continue the public hearing for the LDC Amendments to [insert specific date and time] in order to obtain [insert the additional information request here]

Attachments:

A. LDC Amendment Application (Guest/Dude Ranch)
B. LDC Amendment Narrative (original)
C. LDC Code Amendment Guest Dude Ranch (Amended) Post BoCC Meeting [05-22-26]
D. Additional Staff analysis
E. AI analysis and comparison of Guest-Dude Ranches
F. PZC Minutes From 3.10, 3.24.2026, & 8.11.2026
G. Public Comment
H. Commissioner Powers Email.
I. Proposed Ordinance for adoption
J. Fire Marshal comment
K. Post-Meeting Minutes - PZC_Aug11_2026
L. Applicant Ltr to BoCC(9.10.2026

Planning & Zoning Department

Comprehensive Plan/Land Development Code Amendments Form

Applies to legislative actions to adopt, revise, or repeal any or all sections of the *comprehensive plan* or LDC, including large –scale revisions to the *official* zoning map. The BoCC, the PZC, or the Administrator may initiate an application for *comprehensive plan* and LDC amendments. In addition, any affected person, as outlined in Idaho Code section 67-6509(d), also may initiate a request for amendment to the plan or LDC. Other requirements can be found in LDC 4-4.

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

Applicant Info:

Applicant Name: THH LLC (d/b/a Moose Creek Ranch)

Address: [address redacted], Victor, Idaho Zip code: 83455

Phone: [phone redacted]

Email: [email redacted]

Proposed amendment:

- ☐ Comprehensive Plan
- ☒ LDC

Brief Description of amendment: Amendments to LDC Sections 3-2-2 (land use table) and 3-6-9 (Guest/Dude Ranch) as detailed in the attached narrative.

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 for it to be reviewed.

Applicant Signature: I am Hp Date: 11-14-25

Application Checklist

All items need digital copies as well as paper copies.

- X A written description and explanation of the proposed amendment;
- X The revisions proposed to the rest of the comprehensive plan or LDC; showing changes in relation to the current text; If applicable, proposed map revisions;
- X Written explanation of how the proposed amendment is in accordance with policies of the comprehensive plan and how it meets the review critera.

SECTION II: REVIEW CRITERIA

The recommendations of the PZC and the final decision of the BOCC on an application to amend the comprehensive plan and LDC, will be based on the following criteria:

- The comprehensive plan amendment corrects an error or meets the challenge of some changing condition, trend, or fact.
- The comprehensive plan amendment is in response to change in state law, as established through amendments to the Idaho Statutes or by court decision.
- The comprehensive plan 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 a particular point in time.
- The proposed change is consistent with policies of the comprehensive plan, the requirements of the Idaho State Planning Act, and state and federally mandated uses.
- The comprehensive plan amendment substantially conforms to the states purpose and the intent of the LDC.
- The comprehensive plan amendment will not have a demonstrable adverse impact on the natural environment, including air, water, noise, storm water management, wildlife, scenic corridor views, and vegetation.
- The comprehensive plan amendment will not have a demonstrable adverse impact on the existing conforming development patterns, standards or zoning regulations.
- The comprehensive plan amendment will not have demonstrable adverse impact on the delivery by any jurisdiction or agency providing public services in the County, including school districts.

December 19, 2025

Via email: jchase@tetoncountyidaho.gov
Teton County Planning & Zoning Department
c/o Joshua Chase, Planning Administrator
150 Courthouse Drive
Driggs, Idaho 83422

RE: Narrative in Support of Amendment to Guest/Dude Ranch Use in LDC

Dear Planning Staff, Commissioners, and Board:

As the owners of Teton County's historic Moose Creek Ranch property ("MCR"), we are pleased to submit an application to make minor modifications to the County's Guest/Dude Ranch land use. The proposed amendment will benefit Teton County as a whole by bolstering our tourism economy, creating new jobs, and highlighting our world class recreational and agricultural amenities. The decision to amend the LDC is a legislative decision, which the County has the inherent discretion to make.[1]

I. Introduction.

This application is made under Section 4-4 of the LDC.[2] Pursuant to Section 4-4(C) the following must be submitted with a code amendment application.

1. A written description and explanation of the proposed amendment;
2. The proposed revisions to the LDC, showing changes in relation to the current text; and
3. A written explanation of how the proposed amendment is in accordance with the polices of the comprehensive plan and the applicable review criteria.[3]

Section II below includes a detailed description and explanation of the proposed amendment. The text of the proposed amendment is attached to this narrative as Exhibit A.[4] Section III of this narrative details how the amendment furthers the policies and goals of the County's Comprehensive Plan.

II. Explanation of the Proposed Amendments.

Currently, LDC § 3-6-9 includes many restrictive limited use standards that restrict the scope of what is permitted as part of a Guest/Dude Ranch use and also restricts the number of

[1] "The promulgation or enactment of general zoning plans and ordinances is legislative action." *Citizens Against Linscott/Interstate Asphalt Plant v. Bonner Cnty. Bd. of Comm'rs*, 168 Idaho 705, 716 (2021).

[2] We are eligible to apply for the proposed amendment under LDC § 4-4(B)(2) because, as the owners of MCR and the underlying property, I.C. § 67-6521(1)(a) deems us and affected party.

[3] Note, LDC § 4-4 does include a number of review criteria, but they are all related to proposed comprehensive plan amendments, and not LDC. Accordingly, they are not analyzed in this narrative.

[4] All proposed changes to the current code are shown in redline.

people that can enjoy Guest/Dude Ranches in the County's. The proposed amendments give the Guest/Dude Ranch land use more overall flexibility to accommodate Teton County's growing demand on the guest ranch and dude ranch uses. The proposed revisions include:

1. Increasing the number of guests allowed from .5 guests per acre to 3 rooms or units per acre, with a cap of 60 total rooms or units;
2. Allowing more variety of structures to function as guest rooms, such as yurts, tiny homes, tents, and tipis;
3. Removing numerical restrictions for on-site events;
4. Allowing service of food and beverage to the public, in addition to on-site guests; and
5. Adding the Guest/Dude Ranch use as a limited use in the FH-20 zone.

To qualify as a Guest/Dude Ranch an operation must still provide on-site recreational or agricultural activities. However, the proposed revisions will allow Guest/Dude Ranch uses to better serve county residents and visitors by creating more opportunities for local and county visitors to enjoy our great County and the recreational opportunities it has to offer. The amendments also give County land owners more freedom to use their property for economically viable commercial purposes. Overall, the proposed amendments, which provide more land use flexibility, support the local tourism economy and honor the county's agricultural and recreational roots.

III. The Proposed Amendment Furthers the Goals and Policies of the Comprehensive Plan.

In general, Teton County's Comprehensive Plan supports economic development and encourages highlighting and promoting the County's recreational and agricultural features. By broadening the scope of uses and increasing the number of residents and visitors that can use and enjoy Guest/Dude Ranches, the proposed amendment furthers the general goals and policies of the Comprehensive Plan. The table below provides a detailed analysis of all of the specific goals and policies the code amendment supports.

Comprehensive Plan Goals and Policies	**Proposed Amendment Compliance**
Goal ED 1: Develop a coordinated and collaborative economic development strategy that encourages, promotes and supports locally-owned businesses and creates a hospitable and attractive environment for businesses and tourists. <u>Policy 1.3</u>. Encourage and support local commerce.	The amendment will allow local businesses to invest and engage in guest ranch uses which are currently not commercially viable under the restrictive parameters of LDC § 3-6-9. The amendment will support both the growth of local businesses as well as the County's local tourism economy. Even more, the amendment will expand recreational opportunities that will improve the visitor experience and boost economic development opportunities.

Policy 1.6. Encourage and pursue economic diversity, innovation and creativity to keep our economy stable. Policy 1.7. ***Support the expansion of recreational, cultural, and entertainment options that would improve the visitor experience and boost economic development***.	
Goal ED 2: Preserve our rural character and heritage and promote local agricultural industries. Policy 2.1. Encourage development and land use proposals that support prime economic values or rural character and heritage.	Guest/Dude Ranches uses honor the County's long history of agriculture and ranching. The amendment allows guest/dude ranches to be an economically viable investment, which promotes the County's economic development goals while at the same time preserving the County's rural character and heritage. Most importantly, the amendment will expand the number of residents and visitors that will get to experience the County's rural character first hand.
Goal ED 3: Recognize that tourism and lifestyle are fundamental components of our economy and are dependent on healthy natural resources. Policy 3.1. ***Encourage economic development through the promotion of recreational opportunities and natural resources***.	The amendment will encourage economic development by promoting in-demand recreational opportunities for local and County visitors while conserving the County's natural resources. The amendment will bring more folks into recreational and agricultural settings in the County, which will help to preserve and highlight the importance of these resources.
Goal NROR 3: Provide and promote exceptional recreational opportunities for all types of users (including but not limited to biking, skiing, fishing, off-highway vehicle use, target practice, hunting, trail users, equestrians, boating and non-motorized flight) as a means for economic development and enhanced quality of life. Policy 3.3. Support a diversity of recreation as a mechanism to bring together community and build acceptance of diverse lifestyles.	Guest/Dude Ranches will promote recreational opportunities for local residents and visitors to enjoy the County's natural amenities. The increased recreational opportunities will bolster economic development as well preservation efforts.

IV. Conclusion.

For the reasons outlined above, approval of the requested modification meets the applicable approval criteria. We appreciate your consideration of this request. If any additional information is required, please do not hesitate to contact us.

Thank you,

/s/ Tom Hedges

Tom Hedges

EXHIBIT A
Proposed Amendments to Sections 3-2-2 and 3-6-9

[see following two (2) pages]

3-2-2 Use Table (Table 2)

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									
Guest/Dude Ranch	S	L	L	~~S~~L	S	--	--	--	Section 3-6-9

3-6-9 Guest/Dude Ranch

A. Defined

A ~~ranch~~ property that provides ~~multi~~ overnight on-site accommodations for guests, provides an on-site recreational/agricultural activity or immediate access to nearby recreational/agricultural activities, has on-site dining facilities ~~on-site~~, and 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 abut publicly owned land.
~~2.~~3. The maximum number of guest~~s~~ rooms/units shall be limited to: (i) ~~one-half (0.5) guests~~ three guest rooms/units per gross acre of the total property; or (ii) a maximum of 60 total guest rooms/units, whichever is less.
~~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~~property shall abut these lands ~~or~~ and have access to them by an ~~recorded~~ access agreement, permit, license, 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 rooms/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 v~~Verification of a food license or a proved exemption from EIPH must be obtained prior to operation of food service activities.

~~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 room/unit ~~shall~~ may be included in a central lodge, or may be a separate permanent structure on a foundation, or tiny homes, yurts, tents, tipis, recreational vehicles, recreational vehicle parking, or other similar lodging 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 rooms/units shall not be rented or sold for as a permanent 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 and guest rooms/units may be clustered and there is no maximum number of guest rooms/units per acre.

~~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 (Table 2)~~

~~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~~									
~~Guest/Dude Ranch~~	~~S~~	~~L~~	~~L~~	~~L~~	~~S~~	~~--~~	~~--~~	~~--~~	~~Section 3-6-9~~

3-6-9 Guest/Dude Ranch

A. Defined

A property that provides overnight on-site accommodations for guests, provides an on-site recreational/agricultural activity or immediate access to nearby recreational/agricultural activities, has ~~on-site~~a permanent lodge with dining facilities on-site, ~~and~~ 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 may include a commercial restaurant, café, or bar that caters to the general public and other amenities including active and passive recreation amenities for guests and the ~~general~~ public to utilize. A bona fide guest/dude ranch ~~may host~~, in compliance with all applicable special use standards, may hold special events such as a wedding or social gathering as permitted through the special use permitting process.

B. Limited Use Standards

1. Minimum size for Guest Dude Ranch shall be: (i) twenty (20) acres for properties abutting publicly owned land; or (ii) two hundred (200) acres for all other properties.

~~2. The subject property must abut publicly owned land.~~

2. ~~3.~~ The maximum number of guest ~~rooms/~~units shall be limited to: (i) three guest ~~rooms/~~units per ~~gross~~ acre ~~of the total property~~; or (ii) a maximum of 60 total guest ~~rooms/~~units, whichever is less.
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 ~~property~~dude ranch shall abut these lands ~~and~~or have access to them by an access agreement, permit, license, or easement .
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 in a permanent structure shall be provided for guests.
7. ~~8.~~ Guest ~~rooms/~~units 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. Verification~~The applicant will need provide verification of a food license or a proved exemption from EIPH ~~must be obtained prior to operation of food service activities~~.
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 means a room~~/unit may be included in a~~ in central lodge, ~~or may be~~ a separate permanent structure on a foundation, ~~or~~a tiny ~~homes, yurts, tents, tipis~~home, yurt, tent, tipi, recreational vehicles, recreational vehicle parking, or other similar lodging ~~facilities.~~designed to accommodate two people. At least forty percent (40%) of guest units must be provided in a central lodge or a separate permanent structure on a foundation. Up to six (6) guest units can be provided in a single structure, which includes a main lodge facility.
13. ~~14.~~ Special events ~~are an allowed use and~~ may be held as permitted through the special use permitting process.
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~~.
15. ~~16.~~ Guest ~~rooms/~~units shall not be rented or sold for ~~as~~ a ~~permanent~~ 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 ~~twenty~~fifty percent (~~20~~50%) of the property remains as open areas ~~and guest rooms/units may be clustered and there is no maximum number of guest rooms/units per acre.~~; open areas include, but are not limited to, grazing areas, agricultural fields, wetlands, ponds, riparian areas, forested areas, developed grassy areas. pathways, nature trails, livestock pastures, and open fields.

~~20.~~

19. No person shall be a guest of a Guest/Dude Ranch for more than fourteen (14) consecutive days.
20. Wildfire and wildlife mitigation shall be addressed though the special use permitting process.

Summary report: Litera Compare for Word 11.15.0.58 Document comparison done on 2026-05-22 9:16:36 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanage.com/gpdms/18896542/7 - LDC Code Amendment GuestDude Ranch (Amended) [12-19-25].docx	
Description: LDC Code Amendment GuestDude Ranch (Amended) [12-19-25]	
Modified DMS: iw://cloudimanage.com/gpdms/19478250/2 - Post BOCC Hearing LDC Code Amendment GuestDude Ranch [5-21-26].docx	
Description: Post BOCC Hearing LDC Code Amendment GuestDude Ranch [5-21-26]	
Changes:	
Add	41
~~Delete~~	51
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	1
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	93

Additional staff analysis of proposed changes to guest/dude ranch use.

From the AI analysis included in another attachment, it appears that this use is nearly exclusively allowed, in other jurisdictions sampled, though a special or conditional use, except for one other jurisdiction that includes a major and minor classification (verified in Natrona County, WY). Planning staff believes (or recalls) that this use was contemplated as potentially being allowed through limited use because of the significant limitations in both the total coverage of a site and the relatively small number of guests allowed. As this proposal would substantially alter both of those conditions, planning staff does not believe that the administrative limited use review process is appropriate if those other changes are accepted. To quantify the proposed changes, tables with some comparisons have been prepared.

Comparison of guests under existing code vs. proposed code 3 units/acre guests unspecified assumption 2-5 guests/unit; MAX 60 UNITS

Acreage	current guests/acre	=0.5 guest/unit 2	3	4	5	range of increase over current		% increase range		
20	10	120	180	240	300	110	290	+1,100 %	-	+2,900 %
25	12.5	120	180	240	300					
30	15	120	180	240	300					
35	17.5	120	180	240	300					
40	20	120	180	240	300					
45	22.5	120	180	240	300					
50	25	120	180	240	300					
55	27.5	120	180	240	300					
60	30	120	180	240	300					
65	32.5	120	180	240	300					
70	35	120	180	240	300					

1

75	37.5	120	180	240	300		
80	40	120	180	240	300	440	1160

This table was prepared in an attempt to compare the number of guests which could be allowed given the proposed changes but this is difficult as the proposed change is not an apples-to-apples change. It requires making assumptions as to how many guests would be accommodated per individual unit. Planning staff made assumptions that this may typically range form 2-5 guests per unit which may or may not represent actual conditions. The initial table was prepared incorrectly without maintaining the cap of a total of 60 units. Given these conditions, the maximum number of guest or units is automatically achieved at the minimum lot size as 3 units per acre X 20 acres would yield 60 units. There would be not increase incentive to having additional acreage as you would not get any additional guests. The applicants point out that the status quo allows for incremental increase of guest as your acreage goes up however, with a conservative estimate of 2 guest per unit you would meet the same number of guests under the current ordinance only if you had 240 acres. With an assumption of the high end of the spectrum with 5 guests per unit you would reach a comparable number of guests at 600 acres. So, as the status quo has no cap you would only achieve a comparable number of guests at a pretty large scale of property, ranging from 240-600 acres, whereas you would immediately achieve the maximum number of guests with the minimum area requirement in the proposed change.

Comparison of open space requirements, existing and proposed, at various acreages.

Comparison of open space requirements				Developed:Open	
Total Acres	(Existing) 60%	(Proposed) 20%	Difference	existing	proposed
20	12	4	8	8:12	16:4
25	15	5	10	10:15	20:5
30	18	6	12	12:18	24:6
35	21	7	14	14:21	28:7
40	24	8	16	16:24	32:8
45	27	9	18	18:27	36:9
50	30	10	20	20:30	40:10
55	33	11	22	22:33	44:11
60	36	12	24	12:36	48:12
65	39	13	26	26:39	52:13
70	42	14	28	28:42	56:14
75	45	15	30	30:45	60:15

80	48	16	32	32:48	64:16

Although the table does not provide for any visual representation of what this may look like on a given property, it shows that the proposal could allow for development of 16-64 acres on sites ranging from 20 – 80 acres, a doubling from 8 - 32 acres. And suggests that even in the context of the existing code, if applied to large parcels, an administrative review may be insufficient for the potential scale of a project. Although making these changes would result in increased flexibility and economic development potential for a property owner, it does not demonstrate how the balance with natural or cultural resources protections are sufficiently achieved as described in the comprehensive plan policy language referenced in the application.

In the early stages of the update of the LDC, there was significant discussion of whether maximum lot coverage should be included. Given the zoning dichotomy of 2.5 or 20 acre zoning at that time, and with limited residential development in mind, no regulations were included for overall lot coverage limitations. Only in the context of small 1-acre lots in an IR zone would we generally expect to approach 80% coverage of a lot/parcel coverage for an overall project site or subdivision. For context, Planned Unit Developments in the County generally required a minimum of 50% open space historically. The density bonuses afforded in a PUD were ultimately deemed to be excessive and the PUD, rather than being adjusted, was eliminated as a development tool. Few other land uses specify minimum open space requirements in the current LDC. The only fixed one that planning staff identified is in the context of a campground, which requires 80% open space and substantial accompanying property boundary setbacks.

This proposal potentially provides a backdoor approach to allow for uses not otherwise allowed in the county outside of the incorporated cities. Specifically, no provisions exist for a standalone hotel/motel use or a restaurant in the LDC. Several instances of restaurants having been incorporated into other existing non-conforming or permitted uses have drawn public attention over the past decade, particularly from cities and organizations representing these uses within the cities, to challenge the allowance of these uses within the county, outside of the cities, creating competition with existing established businesses there.

It is unclear whether a more traditional model of a guest/dude ranch would intrinsically allow for these restaurant and accommodation uses or should be modified to do so. The current guest/dude ranch model establishes a more traditional constructed of accommodations with a central dining facility and provision of activities or experiences related to a ranch operation or guided outdoor experience. The proposal seems more related, in these respects, to a resort type use than a traditional dude ranch. Some

discussion was had in the previous County code update around the addition of resort uses, and at that time, this was not pursued. Given these proposed code changes, staff would question whether the revised proposal is more in line with resort use and should be considered as a new use. The special event facility in the current LDC was an iterative development of the previous “retreat center” which had and now retains similar or equivalent restrictions on providing meals or accommodations to the general public or outside of scheduled events. This is a fundamental component of the proposal that should be discussed.

The special event facility has some overlap with the existing and proposed guest dude ranch in accommodating special events such as weddings, education, or similar conferences or seminars. Where that use category is specifically designed for those types of events, the inclusion of those uses without restriction, would essentially incorporate the use of a special event facility into this use, but with some additional allowances and requirements blurring the lines between them further.

Another point to consider is the requirement to abut public land. Contrary to the stated intent to create more flexibility, this modification would likely reduce the potential sites that could utilize these provisions. Although the change would eliminate the frustrations that have sometimes accompanied some applications that rely on easements for access, there is no clear explanation in the application why a property near public lands with a granted easement should not be eligible to pursue this use. From staff’s perspective, the understanding and agreement with the public land management agency is of much greater importance. Similarly, there is no explanation as to why a larger ranch property couldn’t accommodate all of the recreational or agricultural activities on the site itself with no access to public lands. This possibility is captured in the retained language of the code which states “where activities require the use of public lands…”

The use of alternative types of structures for accommodating guests does not seem to have clear impacts at the outset, outside of a specific proposal. There may be a change in visual impacts but these impacts are not clear. This would clearly add flexibility in the proposed use. Whether more dispersed units rather than clustered group facilities would have greater impacts to wildlife habitat or other natural resources is also not clear outside of some concrete examples.

Eliminating the restriction on a maximum of 14 consecutive days for a guest stay would also grant more flexibility and may be a reasonable solution to address some workforce housing and this has been discussed in other contexts a number of times. Staff does not see any obvious issues with this change. In a true ranching scenario, the option to accommodate full-time ranch hands, for example, in a suitable lodging unit, could alleviate some issues, and other seasonal or temporary workers may benefit from these

types of arrangements while providing for consistent revenue for these operation’s owners.

AI analysis and comparison of Guest/Dude Ranch uses in Idaho and surrounding Rocky Mountain states

The following analysis has been prepared by Joshua Chase using Chat GPT with several prompts. This should be considered as background and contextual information.

1. Idaho County Land Development Codes

Idaho counties typically treat guest/dude ranches as a **conditional or limited use in agricultural or rural zones** with moderate acreage requirements.

Example: Teton County Idaho Land Development Code

Definition

- Ranch that provides **multi-night accommodations**, meals, and recreation tied to a working ranch or farm.

Typical standards

- **Minimum lot size:** 20 acres
- **Guest density:** 0.5 guest per acre
- **On-site dining facility required**
- Guest units **cannot contain kitchens**
- Must provide **recreational/agricultural activities**
- Must verify **septic capacity and food licensing**
- If using public lands, the ranch must **abut or have legal access**.

Example: Kootenai County Idaho

- **Minimum area:** 20 acres (agricultural/rural zones)
- **Direct access to collector or arterial roadway required**
- **Parking:** 1.5 spaces per room/cabin.

Typical Idaho Pattern

Common features across Idaho counties:

- Minimum parcel: **20–40 acres**
- Often **conditional use permit**

- Guest density **~0.5 guest per acre**
- Activities tied to **agriculture, horseback riding, hunting, etc.**
- Infrastructure review (septic, food service, traffic)

Idaho generally uses **moderate acreage thresholds** compared to neighboring states.

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2. Wyoming County Codes

Wyoming counties often impose **much larger acreage requirements and lower density**, reflecting large ranch landscapes and wildlife concerns.

Example: Teton County Wyoming

- **Minimum site size:** 70 acres
- **Guest limit:** 1 guest per 5 acres (max 75)
- Requires **outdoor recreational activities** (e.g., riding, hunting, rafting).

Example: Natrona County Wyoming

Two tiers:

Minor guest ranch

- **Minimum size:** 20 acres
- **Max guests:** 12

Major guest ranch

- **Minimum size:** 35 acres
- **Max guests:** 75.

Example: Sublette County Wyoming

Definition emphasizes:

- Lodge + guest cabins
- Barns, corrals, horses
- Outdoor recreation such as riding, fishing, hunting.

Typical Wyoming Pattern

- Minimum parcel: **35–70+ acres**

- **Very low density:** often 1 guest per 5–20 acres
- Ranch must support **extensive outdoor recreation**
- Often tied to **historic agricultural use or large landholdings**

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3. Montana County Codes

Montana tends to regulate guest ranches as **combined tourism + outfitting uses**.

Example: Missoula County Montana

Guest ranch / outfitter facilities standards include:

- **Minimum property size:** 40 acres
- Must provide **approved outdoor recreation activities** (riding, hunting, rafting, etc.)
- Activities may be restricted seasonally for **wildlife protection**
- May use leased land within **1 mile** if legally accessible.

Typical Montana Pattern

- Minimum parcel: **40+ acres**
- Recreational guiding/outfitting integrated
- Emphasis on **wildlife management and access to recreation lands**
- Allows **leased or permitted public land access**

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4. Key Regulatory Dimensions Compared

Regulatory factor	Idaho counties	Wyoming counties	Montana counties
Minimum acreage	20–40 acres	35–70+ acres	~40 acres
Guest density	~0.5 guest/acre	Often 1 guest per 5 acres	Set by building capacity
Conditional use	Usually required	Usually required	Usually required
Recreation requirement	Yes	Yes	Yes

Regulatory factor	Idaho counties	Wyoming counties	Montana counties
Dining requirement	Often required	Allowed/typical	Often provided
Access to public lands	Sometimes required	Frequently required	Allowed via permit or lease
Agricultural link	Moderate	Often strong	Moderate

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5. Key Planning Themes Across the Region

Across western county codes, guest ranch regulations tend to pursue four planning goals:

1. Preserve rural character

Low guest density and large parcels maintain ranch landscapes.

2. Distinguish from resorts

Many codes prohibit:

- nightly public lodging
- independent kitchens
- general-public restaurants.

3. Link to recreation or agriculture

Guest ranches are defined by:

- livestock operations
- horseback riding
- guided recreation.

4. Manage infrastructure impacts

Codes often require:

- septic capacity review
- roadway access standards
- food safety permits.

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6. Major Policy Differences

The biggest regional differences are:

Idaho

- Most permissive
- Smaller parcels and higher guest density allowed.

Wyoming

- Strictest land scale requirements
- Strong connection to large ranch landscapes.

Montana

- Integrates guest ranches with **outfitting/guiding regulation**.

✅ **Bottom line:**
Across the northern Rockies, guest ranch uses are usually treated as **low-density agritourism resorts in agricultural zones**, but **Idaho counties typically allow them on smaller parcels and at higher guest density** than neighboring Wyoming and Montana.

Below is a **side-by-side regulatory matrix comparing 10 Rocky Mountain county land development codes** that address **guest ranch / dude ranch / resort lodge uses**. I focused on counties commonly referenced in regional planning discussions: **Teton, Blaine, Fremont (ID); Teton, Sublette (WY); Gallatin, Park, Missoula (MT); plus Kootenai (ID) and Valley (ID)** for additional Idaho examples.

The matrix highlights the **key regulatory parameters planners usually compare when drafting land development code amendments**.

Guest / Dude Ranch Regulations — County Code Comparison

(Idaho, Wyoming, Montana counties)

County	State	Use classification	Minimum acreage	Guest density or cap	Key operational requirements	Approval type
Teton County	ID	Guest/Dude Ranch	20 acres	0.5 guests/acre	On-site dining, recreation or agriculture activity, guest units **no kitchens**, septic verification, access to public lands if used	Limited use permit
Blaine County	ID	Resort lodge / guest ranch (tourism use)	typically 40+ acres (varies by zone)	Not fixed; set during CUP review	Rural zones require conditional review for tourism uses; infrastructure and compatibility evaluated	Conditional use permit
Fremont County	ID	Lodge / recreational resort	~20–40 acres typical	Determined in CUP	Often tied to recreation access (fishing, snowmobiling, hunting)	Conditional use
Kootenai County	ID	Resort lodge / retreat center / guest ranch	20 acres	Not fixed	Direct access to collector or arterial road; 1.5 parking spaces per room/cabin	Conditional use

County	State	Use classification	Minimum acreage	Guest density or cap	Key operational requirements	Approval type
Valley County	ID	Resort or lodge (tourism recreation)	~20 acres typical	Determined by review	Treated similar to resort developments in rural zones	Conditional use
Teton County	WY	Dude/Guest Ranch	70 acres	1 guest per 5 acres (max 75)	Multi-night lodging, on-site recreation, barns/corrals, dining facility; cannot solicit one-night stays	Special use permit
Sublette County	WY	Dude ranch / recreation ranch	~35 acres typical	~75 guest cap (varies)	Ranch infrastructure, outdoor recreation, livestock operations expected	Conditional use
Gallatin County	MT	Guest ranch	320 acres (in some districts)	max 8 accommodations	Overnight cabins or lodge rooms; conditional review	Conditional use
Park County	MT	Guest ranch / outfitting facility	~40 acres typical	Set by capacity review	Outdoor recreation activities must be provided	Conditional use
Missoula County	MT	Guest ranch / outfitter facility	40 acres	Not fixed	Outdoor recreation required; leased public	Conditional use

County	State	Use classification	Minimum acreage	Guest density or cap	Key operational requirements	Approval type
					lands within 1 mile may count	

Major Regulatory Patterns

1. Minimum acreage requirements

Large differences appear between states:

State	Typical acreage
Idaho counties	20–40 acres
Wyoming counties	35–70 acres
Montana counties	40–320 acres

Montana districts sometimes require **very large parcels** to limit resort-style development in wildlife habitat or scenic corridors.

---

2. Guest density controls

Three primary regulatory models appear.

Density-per-acre model

Example:

- Teton County, Idaho — **0.5 guests/acre**.

Guest cap model

Example:

- Teton County, Wyoming — **1 guest per 5 acres up to 75 guests**.

Accommodation cap model

Example:

- Gallatin County, Montana — **max 8 overnight units** in some districts.

These approaches represent **three distinct planning philosophies**.

---

3. Required ranch characteristics

Almost all counties require the use to maintain **authentic ranch or recreation characteristics**.

Typical standards include:

Required element	Frequency
On-site dining facility	common
Outdoor recreation activities	universal
Barns/corrals/livestock	common
Agricultural component	frequent
Guest cabins or lodge rooms	universal

For example, codes often define a dude ranch as a ranch providing **multi-night lodging, recreation access, dining facilities, and livestock-related structures**.

---

4. Distinction from resorts or hotels

Many counties explicitly prevent guest ranches from operating as hotels:

Typical restrictions:

- No **one-night stays**
- No restaurant serving the **general public**
- Guest units **cannot contain kitchens**
- Must offer **guided recreation activities**

These provisions maintain the **agritourism / ranch experience concept**.

---

5. Public land access provisions

Many western counties allow or require guest ranch recreation on nearby public lands.

Common rules:

- Public land **within 1 mile** may count toward acreage.
- Ranch must have **legal access or permit**.
- Guest ranch approval may be tied to **federal grazing or recreation permits**.

---

6. Infrastructure requirements

Nearly all codes require verification of:

- wastewater/septic capacity
- roadway access
- fire protection
- food licensing.

Example: Teton County Idaho requires septic capacity review and food service approval.

Regional Regulatory Gradient

Across the northern Rockies there is a clear **regulatory gradient**:

State	Regulatory intensity	Typical policy goal
Idaho	lowest	encourage rural tourism
Wyoming	moderate	preserve large ranch landscapes
Montana	highest	protect wildlife & scenic resources

Planning Implications for Code Drafting

When counties update guest ranch standards, the **four most common policy questions** are:

1. **Should guest density be tied to acreage or capped?**
2. **Should guest ranches require agricultural activity?**
3. **Should public land acreage count toward density?**
4. **How to distinguish a guest ranch from a resort or short-term rental?**

The differences between counties often reflect how they answer these.

Below is a **broader 18-county dataset across the western U.S.** showing how counties regulate **guest ranch / dude ranch / resort lodge uses** in their land development codes. The dataset emphasizes counties where ranch-based tourism is common (Idaho, Wyoming, Montana, Colorado, Utah, Arizona, and New Mexico).

This format is useful for **benchmarking when drafting or amending a land development code**, because it highlights **acreage thresholds, density limits, and approval processes**.

Western U.S. Guest / Dude Ranch Land Use Regulations

(18-County Comparative Matrix)

County	State	Land-use term	Minimum acreage	Guest density or cap	Operational requirements	Approval type
Teton County	ID	Guest/Dude Ranch	20 acres	0.5 guests/acre	On-site dining, recreation activities, guest units no kitchens	Limited use
Blaine County	ID	Resort lodge / guest ranch	~40 acres typical	Case-by-case	Tourism uses reviewed for rural compatibility	Conditional use
Fremont County	ID	Recreational lodge / guest ranch	20–40 acres	Set during review	Recreation access typically required	Conditional use
Kootenai County	ID	Resort lodge / retreat	20 acres	Not fixed	Road access and parking standards	Conditional use
Valley County	ID	Resort lodge	~20 acres	Determined during permit review	Infrastructure capacity evaluation	Conditional use

County	State	Land-use term	Minimum acreage	Guest density or cap	Operational requirements	Approval type
Teton County	WY	Dude ranch	70 acres	1 guest / 5 acres (max ~75)	Ranch activities, barns/corrals, dining facility	Special use
Sublette County	WY	Guest ranch	~35 acres	~75 guest cap typical	Outdoor recreation + ranch operations	Conditional use
Park County	WY	Dude ranch	~40 acres	Case-by-case	Guided recreation expected	Conditional use
Gallatin County	MT	Guest ranch	up to 320 acres (some districts)	~8 lodging units	Ranch-style accommodations and recreation	Conditional use
Park County	MT	Guest ranch	~40 acres	Capacity determined during review	Recreation services required	Conditional use
Missoula County	MT	Guest ranch / outfitter facility	40 acres	Not fixed	Recreation operations; leased lands allowed nearby	Conditional use
Ravalli County	MT	Guest ranch	~40 acres	Case-by-case	Agricultural compatibility considered	Conditional use
Pitkin County	CO	Lodge / guest ranch	~35 acres typical	Determined by review	Scenic corridor and environmental review	Special review
La Plata County	CO	Lodge / resort ranch	~35 acres	Capacity set during permit	Recreation or tourism operations	Conditional use

County	State	Land-use term	Minimum acreage	Guest density or cap	Operational requirements	Approval type
Grand County	CO	Dude ranch / resort lodge	~35 acres	Case-by-case	Tourism infrastructure required	Conditional use
San Juan County	UT	Guest ranch	~40 acres	Determined during review	Recreation or guiding services	Conditional use
Coconino County	AZ	Guest ranch	~40 acres	Case-by-case	Tourism facilities + recreation	Conditional use
Santa Fe County	NM	Ranch resort / guest ranch	~20–40 acres	Case-by-case	Cultural landscape compatibility	Special use

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Key Regulatory Models Used by Counties

Across the western U.S., counties use **three main regulatory approaches** for guest ranch development.

1. Density-per-acre model

Example counties:

- Teton County, Idaho
- Teton County, Wyoming

Density is tied directly to acreage (e.g., **1 guest per 5 acres**).

Purpose:
Maintain low-intensity development across large ranch landscapes.

---

2. Accommodation cap model

Example counties:

- Gallatin County, Montana

Codes limit **number of lodging units** (e.g., cabins or lodge rooms).

Purpose:
Prevent resort-scale development while allowing agritourism.

---

3. Conditional review model

Example counties:

- Blaine County, Idaho
- Pitkin County, Colorado

Guest capacity is determined during a **conditional use review**.

Purpose:
Allow flexibility based on infrastructure, wildlife, and road capacity.

Regional Regulatory Patterns

Idaho counties

Most permissive regulatory environment.

Typical characteristics:

- Minimum parcels **20–40 acres**
- Higher guest densities allowed
- Focus on **tourism development and recreation access**

Wyoming counties

Strong protection of large ranch landscapes.

Typical characteristics:

- Minimum parcels **35–70 acres**
- Strict guest density limits
- Strong link to **livestock operations and horseback riding**

Montana counties

Most restrictive in terms of scale.

Typical characteristics:

- Larger minimum parcels (sometimes **hundreds of acres**)
- Small lodging capacity limits
- Integration with **outfitting and wildlife management**

Common Operational Standards Across Codes

Most counties require guest ranches to provide:

Core requirement	Purpose
Multi-night lodging	Prevent hotel/short-term rental use
On-site dining	Maintain ranch experience
Outdoor recreation activities	Distinguish from resort hotels
Barns / livestock facilities	Preserve agricultural character
Infrastructure review	Ensure septic, roads, and fire protection

Many codes also prohibit:

- individual kitchens in guest units
- one-night stays
- public restaurants unrelated to ranch operations.

Typical Planning Objectives Behind These Regulations

County planners generally design guest ranch standards to balance:

1. **Agricultural preservation**
2. **Rural tourism development**
3. **Wildlife habitat protection**
4. **Infrastructure capacity limits**

Different counties prioritize these goals differently, which explains the variation in acreage and density standards.

TETON COUNTY

PLANNING & ZONING COMMISSION

PUBLIC HEARING

March 10, 2026
5:00 p.m.
First Floor Commissioners' Meeting Room
150 Courthouse Dr, Driggs, ID 83422

Members Present:	James Weber Wyatt Penfold Tom Braun Harley Wilcox Maggie Martin Collin Hunter
Members Absent:	Carl Kohut
Staff Present:	Sharon Fox Joshua Chase Dan Leeman

A. Approval of Minutes

MOVER: James Weber
SECONDER: Harley Wilcox

I move to approve the Minutes from January 13th and February 10th, as presented.

AYES (4): James Weber, Wyatt Penfold, Tom Braun, and Harley Wilcox

Absent (3): Carl Kohut, Maggie Martin, and Collin Hunter

Adopted (4 to 0)

B. Chairman Business

Mr. Penfold introduced the two new Commission members, Collin Hunter and Maggie Martin, and Brad Wolfe, Chairman of the BoCC, swore in the new members.

C. Administrator Business

Mr. Chase welcomed the new Commissioners and invited them to stop by the Planning office any time if they have questions or are looking for information.

D. Action Items

1. 5:00 PM PUBLIC HEARING: MT Nord Subdivision Preliminary Plat Hearing

Commissioner Hunter recused himself due to his connection to the applicant.

Mr. Chase reviewed the application for a 14 lot subdivision on 39.96 acres just north of Tetonia on N 3000 W. He discussed the fact that the application was received before the AOI zoning and boundaries changed allowing the use of 2.5 acre sized parcels, the overlays, open space requirements for the County and the City of Tetonia as well as a shared interior road, the shared fire suppression agreement with the adjacent subdivision, and the NP study that was submitted. He stated that the review noted there may need to use advanced treatment septic systems but it will be established when the lot owners apply for their individual septic permits. Mr. Chase also noted there was a plat note that stated the building envelopes only applied to a residential building but the County's policy is that it will require all buildings to be built inside the building envelope.

Mr. Brad Cramer, representing the applicant, reviewed the Concept hearing conditions of approval as well as the comments from the City of Tetonia. He talked about the limited traffic study that was performed and showed the results, the relocation of three of the building envelopes so they would be out of the migration corridor, the addition of a septic note on the plat regarding the potential for the need for an advance treatment septic system, and the reason for the lack of improvement drawings which will be provided.

PUBLIC COMMENT:

Ms. Gaylan Hellyer, adjacent property owner, commented was concerned with the traffic impact because of this proposed subdivision and the approved Flag Ranch that is adjacent as well as the Northern Lights subdivision on 7000 N. She felt a full traffic study should be required.

COMMISSION DELIBERATION:

Mr. Weber commented he would like to see the dimensions of the building envelopes added to the plat and the setbacks identified as well. Mr. Cramer commented they would have no problem adding those dimensions. Mr. Weber also wanted to have the CC&Rs clarify that the fencing would need to be wildlife friendly and could not be used on the open space. Mr. Wilcox commented the CC&Rs can be changed after

they are recording so he thought a plat note might be more appropriate to protect the open space.

MOVER: James Weber
SECONDER: Tom Braun

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 recommend approval of the Preliminary Plat Application for the MT Nord Subdivision as described in the application materials submitted February 3, 2026, with the inclusion of additional applicant information attached to this staff report and the following conditions of approval

1. The following documents needed prior to BoCC will be cost estimate, improvement plans, and a development agreement.

2. Update the open space plat note to include language restricting fencing within the open space.

3. Incorporate into open space a note to keep native species in their existing natural state.

AYES (5): James Weber, Wyatt Penfold, Tom Braun, Harley Wilcox, and Maggie Martin

CONFLICT: (1): Collin Hunter

Absent (1): Carl Kohut

Adopted (5 to 0)

2. 5:20 PM PUBLIC HEARING: 2020 Teton River LLC - Wetland Variance

Mr. Leemon presented the application for the 2020 Teton River LLC wetland variance requesting a reduced setback from the wetlands and the option for another residence in the upland area. The house is located at 7002 S 3500 W and accessed from W 5500 S. The applicant would like to remodel an existing residence and add an additional future home. The applicant did not provide a site plan with specific details for expanding the existing structure and the proposed new residence.

Mr. Braun asked about a site plan showing exactly what was being proposed on the site. Mr. Leemon suggested asking the applicant's representative.

Ms. Katie Salsberry, representing the applicant, commented she usually meets with the applicant before they are ready for a final design and does not suggest finalizing a site plan unless the application is approved. She was looking to see if the Commission would be OK with allowing the new

structures in the upland area that is out of the wetlands. She also noted there is an existing leech field in the upland area so the addition of an ADU would need to be located close to that.

PUBLIC COMMENT:

There was no public comment.

COMMISSION DELIBERATION:

Mr. Braun was concerned with the lack of information required by the LDC to be able to approve. He wanted to see the location of existing and proposed structures. Mr. Weber felt the variance should be only for Upland #1 that is shown. Mr. Hunter understood the lack of an exact building site plan because the location of the leech field has not been identified. Mr. Braun commented he was willing to consider the application but felt it should have more information regarding the location of the proposed new building. Mr. Penfold suggested continuing the application until the next meeting to get a sight plan established with building locations and size.

MOVER: James Weber
SECONDER: Maggie Martin

I move to continue the public hearing for the 2020 Teton River, LLC variance request to a April 14th at 5:00 PM in order to obtain additional information from the applicant regarding a site plan showing improvement locations and the leech field.

AYES (6): James Weber, Wyatt Penfold, Tom Braun, Harley Wilcox, Maggie Martin, and Collin Hunter

Absent (1): Carl Kohut

Adopted (6 to 0)

3. 5:40 PM PUBLIC HEARING: THH LLC Thomas Hedges - LDC Amendment Request

Mr. Chase reviewed the request to amend the Land Development Code to increase the number of guests allowed from .5 guests per acre to 3 rooms or units per acre with a cap of 60 total rooms or units and to be allowed more variety in the types of structures used for housing, removing numerical restrictions for on-site events; allowing service of food and beverage to the public in addition to the on-site guests; and adding the Guest/Dude Ranch use as a limited use in the FH-20 zone. Mr. Chase noted that some of the proposed uses such as a restaurant or hotel facility are not currently allowed in the LDC. He also discussed the significant reduction of open space and how that might be used in another application. He was concerned with the review being allowed as an

administrative review through the Limited Use Permit process rather than a requirement to submit a Special Use Permit to involve the public and adjacent properties. He noted other jurisdictions have a requirement for a minimum of 20 acres for the permit and those jurisdictions required a Special Use Permit.

Ms. Jen Zung with Harmony Design & Engineering, representing the applicant, commented she did not feel the new code provides enough options to make the applicant's business a viable operation. She commented that there are two existing dude ranch uses in Teton County Idaho and they found 13 similar uses in Teton County Wyoming. She noted that the applicant was looking for more flexibility to have a more flexible business operation and reviewed the requested changes.

Mr. Hunter asked how the number of 60 residential units was established. Ms. Zung suggested that was what the applicant needs to be viable. Mr. Braun asked why the use was suggested in the FH-20 and not the RR-20. Ms. Zung commented she felt the RR-20 zone would have more residential uses close by. Mr. Braun wanted to know what the applicant was trying to accomplish. Mr. Jeff Bower, legal counsel for the applicant, commented they have been working with previous Planning staff and their goal is to make what is existing a lawful permitted use. They are interested in turning the restaurant into a public restaurant and that is not an option with the current code. They would like to keep operating what exists and add a public restaurant. Mr. Hedges, applicant, felt it would benefit the community to have more of the Moose Creek Ranch and Linn Canyon Ranch operations.

PUBLIC COMMENTS:

Mr. Bill Hurt, resident in Game Creek Subdivision in the neighborhood, commented that the applicant is improperly using the intent of the LDC to be able to expand his personal operation. He felt he was trying to design the code to accommodate his desires. He was concerned with the request for a public restaurant in this location.

Ms. Cheney Landers commented she was in support of the application. She stated she has a restaurant in Jackson and weddings were a big part of their business. She wanted to change the requirement that it has to back up to public land because she felt it was too restrictive.

Ms. Theresa Lurch, Victor resident, was concerned with the number of people being allowed per acre and felt the minimum acreage should be expanded larger than 20 acres. She did not feel the density they were suggesting was appropriate because the size of the 60 units was not identified. She recommended denying the application and did not feel the LDC should be changed to accommodate an individual request.

Ms. Nikki Richards with VARD commented she felt the application was a really broad brush to place on the entire County. She was concerned with the impact on other areas of the valley that may not be appropriate for this use in the FH-20 zone. She felt the application conflicts with the current code and the Comp Plan and felt these uses should be discussed by the whole community.

Ms. Cindy Riegel, resident of Victor, commented that she was concerned with resorts popping up all over the County especially in sensitive areas. She was concerned with the use required to be abutting public lands because she felt that dude ranch use was developed for ag land owners that are no longer using their land for ag. She was concerned with the density proposed, the unlimited allowance for events, and wanted to have more public input on a change like this.

Mr. Kevin Mayberry commented he felt the applicant is trying to create the new land use to enhance their land. He felt the whole code should be looked at rather than individual requests to suit existing operations.

APPLICANT REBUTTAL:

Ms. Zung commented that the request was designed to benefit Moose Creek Ranch because they want to have a conforming use for their property. She said they had no problem with removing the requirement to abutt public land. She noted that the current code does not limit the number of units and this proposal would, and it proposes clustering which is also not in the current code.

COMMISSION DELIBERATION:

Mr. Penfold suggested moving the discussion to the end of the meeting or to another session because of the time it will take to work through all the proposed changes to the operation. Mr. Weber felt it should be continued to a future meeting to have more clarity and more time to organize and address the concerns. Mr. Wilcox suggested moving it to the upcoming work session in two weeks. Mr. Chase felt that was a viable option. Mr. Weber asked if that would include more public comment. Mr. Chase stated it would not as the public comment portion of the hearing has already been closed.

Mr. Braun commented the proposal went beyond allowing a public restaurant and establishing a conforming use. He felt the density established for a dude ranch is to keep the operation smaller than what is proposed. He felt they should consider it as an event center or another new land use that could achieve what they are trying to do. He thought it needed more discussion time.

Mr. Penfold commented it went above and beyond a dude ranch and was more of an event center proposal and felt there needed to be more discussion in order to get the changes right the first time.

Mr. Wilcox commented he felt it was in line with the Comp Plan and that this type of use would not be possible in the city so it should be out in the County. He wanted people to have places to recreate and this would be setting a good example. He felt the requirement to have the operation abutting public land was a good idea. He wanted to see more places like Moose Creek Ranch and Linn Canyon Ranch.

Mr. Hunter commented that this type of use could be good for the community.

MOVER: James Weber
SECONDER: Harley Wilcox

I move to continue the Planning and Zoning deliberation for the LDC Amendments to March 24th at 5:00 PM.

AYES (5): James Weber, Wyatt Penfold, Harley Wilcox, Maggie Martin, and Collin Hunter

NAYS: (1): Tom Braun

Absent (1): Carl Kohut

Adopted (5 to 1)

4. 6:00 PM PUBLIC HEARING: Chris Wilson Site-Specific Zoning Map Amendment Request

Mr. Chase reviewed the request for a site specific Zoning Map amendment on three adjacent parcels. The applicant was not aware of the zone change at the time it was being reviewed by the County and the City of Victor and would like to reduce the zoning from FH-20 to RN-5. He noted the compliance with the Comp Plan assuming the AOI would eventually be annexed and that is why the higher density designation in the Comp Plan. He felt the application was an appropriate zone change for the neighborhood. Mr. Chase reviewed the criteria for approving a zone change and noted that some of the criteria is difficult to establish if the application meets the criteria.

Mary and Christopher Watters, applicants, explained they felt the change would better align with the zoning designations in the area and with the Comp Plan. They suggested the other two parcels be changed because it would blend in better with the AOI zoning. They also noted that these parcels do not comply with the FH-20 description. Their goal is to split their 10 acre parcel to allow building a larger home for their expanding family. The other two parcels involved in this zone change are 5 acre parcels and would not be allowed to split.

PUBLIC COMMENT:

There was no public comment.

COMMISSION DELIBERATION:

Mr. Weber felt the Narrative strongly supported their request for a zone change and how it fits with the Comp Plan and does not meet the intent of the FH-20 foothills zone description. The Commission had no issues with the zone change.

MOVER: Harley Wilcox
SECONDER: Collin Hunter

Having concluded that the Review Criteria of a request for reconsideration for a zoning change found in the Teton County Land Development Code, Sections 4-5, 4-15, can be satisfied, I move to Recommend APPROVAL of the 3 parcels rezone to RN-5 (Rural Neighborhood 5-acre average density) as requested in the application materials submitted November 3, 2025.

AYES (6): James Weber, Wyatt Penfold, Tom Braun, Harley Wilcox, Maggie Martin, and Collin Hunter

Absent (1): Carl Kohut

Adopted (6 to 0)

5. 6:20 PM PUBLIC HEARING: Hansen Family Farms LLC, Site-Specific Zoning Map Amendment Request

Mr. Penfold recused himself due to his connection to the applicant.

Mr. Chase reviewed the 2nd site specific zoning application for a 210 acre parcel that has split zoning of RR-20 and RN-5 and would like the entire parcel to be RN-5. He noted that there is only one other parcel that still has split zoning and this would blend in with the surrounding residential subdivisions. He commented on the Big Game Migration overlay and that the Comp Plan supports the proposed change. Mr. Chase added that the proposed change would allow 19 more lots should the parcel ever apply for a subdivision.

Mr. Del Fullmer, representing the applicants, commented he felt it was a straight forward request to have the zone change to RN-5 to remove the split zoning and noted that the zoning before the change in the AOI was AOI 2.5. Mr. Fullmer talked about the fact that the family has been in the valley for several generations and the current generation is aging and will need to split up the land among themselves for their children somehow and it would blend in with the surrounding subdivisions zoning.

PUBLIC COMMENT:

Mr. Curt Behle, resident in Driggs and owner of parcel located near the Fullmer family, wanted to support the application for a long standing valley family that has a challenge for future uses of the property.

COMMISSION DELIBERATION:

Mr. Weber was having trouble with the application meeting the review criteria for #F and #I, but understood the request. Mr. Braun didn't feel the split zoning was a land use consideration. He was not sure the split zoning wasn't appropriate and was having a hard time with some of the approval criteria. Since there was no Narrative to explain the hardship he was unsure if it met the review criteria.

Mr. Braun felt the current zoning made sense and didn't think the split zoning was a deterrent to using the land. He agreed it doesn't meet all the criteria for approval.

MOVER: Harley Wilcox
SECONDER: Maggie Martin

Having concluded that the Review Criteria of a request for reconsideration for a zoning change found in the Teton County Land Development Code, Sections 4-5, 4-15, can be satisfied, I move to recommend approval of the Hansen Family Farm LLC to rezone all of the property as RN-5 (Rural Neighborhood 5-acre average density) as requested in the application materials submitted January 6th, 2025.

AYES (3): Harley Wilcox, Maggie Martin, and Collin Hunter

NAYS: (2): James Weber, and Tom Braun

CONFLICT: (1): Wyatt Penfold

Absent (1): Carl Kohut

Adopted (3 to 2)

E. Adjourn

Adjourned at 8:15 PM.

MOVER: James Weber
SECONDER: Wyatt Penfold

I move to adjourn.

AYES (6): James Weber, Wyatt Penfold, Tom Braun, Harley Wilcox, Maggie Martin, and Collin Hunter

Absent (1): Carl Kohut

Adopted (6 to 0)

TETON COUNTY

PLANNING & ZONING COMMISSION

PUBLIC HEARING

March 24, 2026
5:00 p.m.
First Floor Commissioners' Meeting Room
150 Courthouse Dr, Driggs, ID 83422

Members Absent: James Weber
Wyatt Penfold
Carl Kohut
Tom Braun
Harley Wilcox
Maggie Martin
Collin Hunter

DRAFT

A. Action Items

1. 5:40 PM PUBLIC HEARING: THH LLC Thomas Hedges - LDC Amendment Request

Mr. Chase talked about the the density proposed and a chart he developed to illustrate the potential growth as well as his feeling that the process should involve a Special Use Permit rather than being an administrative Limited Use Permit.

Mr. Weber commented he thought it might be a better approach to establish a new category rather than changing the Dude Ranch option to meet the desires of the applicant. Mr. Wilcox commented that the Comp Plan identify businesses that are suitable for the County and he felt this is one of those and he wanted to see a decision made based on the application received. He felt there should be more uses like Moose Creek and Lynn Canyon.

Mr. Braun agreed that they are great uses but was struggling that the application is asking to change the guest/dude ranch by adding a lot of things that involve an event center, a restaurant, a hotel, and long term housing and these do not comply with the guest/dude ranch category. He felt another category was more appropriate. He was also concerned with the use being allowed in five different zone districts.

Mr. Wilcox commented they could back out things they don't think are appropriate and then approve the use. Mr. Penfold agreed he wanted to see the guest/dude ranch category work but felt it should be done with a new category.

Mr. Kohut commented the guest/dude ranch clearly focuses on a ranch operation rather than a resort operation, and didn't think it needed to be changed. He was in favor of a new category being created. Mr. Wilcox felt a dude ranch can still have recreational activities whether it is for horses or bicycles. Ms. Martin felt a dude ranch was a more like a ranch with livestock.

Mr. Weber commented he felt there are numerous dude ranches in adjacent states but there haven't been any requested in Teton County. He wanted to see a different category established for this request.

Mr. Kohut was concerned with the request for 60 units rather than 60 rooms because of the uncertainty of the size of the units.

MOVER: Carl Kohut
SECONDER: Tom Braun

Denial: Having found that the review criteria in LDC 4-4-F cannot be met, I move to recommend denial of the LDC amendment to modify the Guest/Dude Ranch use as presented in the staff report and materials attached for the following reasons:

1. Lack of clarity in terms of guest rooms and units;

2. The large increase in density from 1.5 per acre to 3 units per acre;

3. The large decrease to the amount of open space preserved;

4. The proposed no limitations to special events;

5. The removal of the word ranch as part of the defined term;

6. Change of use from special use to limited use; and

7. It does not comply with #F & #G approval critera.

AYES (5): James Weber, Carl Kohut, Tom Braun, Maggie Martin, and Collin Hunter

NAYS: (2): Wyatt Penfold, and Harley Wilcox

Adopted (5 to 2)

B. B. Worksession Items

1. LDC Changes Discussion - Family Land Divisions

The Commission reviewed the family land divisions currently in place in several local counties and discussed the pros and cons.

C. Adjourn

MOVER: James Weber
SECONDER: Tom Braun

MOTION: *Adjourn*

AYES (7): James Weber, Wyatt Penfold, Carl Kohut, Tom Braun, Harley Wilcox, Maggie Martin, and Collin Hunter

Adopted (7 to 0)

DRAFT

March 10, 2026

To: Teton County Idaho Planning and Zoning Commission

From: Bill & Holly Hurt, Victor ID

Subject: PUBLIC HEARING Tuesday, March 10, 2026 5:00 p.m. Agenda Item D.3

Background

- The applicant was previously involved with the Under Canvas (2019) proposed glamping on the corner parcel adjoining the Old Jackson Highway and Moose Creek Ranch road. This was rejected by the P&Z commission for a variety of reasons with strong public opposition.
- The applicant was involved in the 2019 MOOSE CREEK RANCH conditional use permit dude ranch campground, rv park, travel trailer camp retreat center.
- The Teton County Land Development Code (LDC) is the primary tool to implement the Comprehensive Plan.

Specific Comments on the Subject item D.3

The applicant is improperly using the LDC in an attempt to write specific language allowing a glamping operation to be allowed under current regulations.

The **elephant in the room** is how **existing non-compliant dude ranches** would operate under the proposed changes. The proposed changes would likely benefit existing operations that will lead to operation of seasonal hotels disguised as campgrounds.

Specific points:

- The density change to a cap of 60 units is clearly trying to circumvent the intent of the existing LDC.
- The request to allow Guest/Dude Ranch use in the FH-20 zone is an attempt to create a regulatory option for an expansion of Moose Creek Ranch and immediate areas. The County has previously denied two different attempts at this.
- The broadening of the variety of structures, removing restrictions for on-site events and allowing for public food and beverage services are additional red flags that identify the applicants strategic goals.

Conclusion

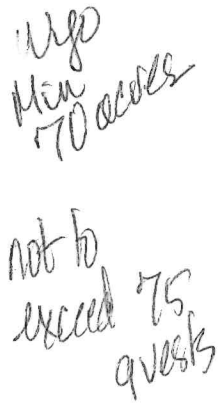
Given the counties history with the applicant, coupled with the obvious long -range intent, and the conflict with the Comprehensive Plan and LDC, this request for ammendments to the LDC must be denied. What were deemed bad ideas previously are still bad ideas.

Public Comment: Amendment to the Land Development Code as it relates to Guest/Dude Ranch Use.

I am respectfully submitting these comments for your consideration.

1) Current code is 0.5 guests per acre – Min acres for the Guest Dude Ranch use is 20 acres – thus 10 persons per 20 acres – if a 40 acre ranch then 40 persons. Proposal – 3 rooms or units per acre with a cap of 60 rooms. That would be 120 rooms with possible 3 person per room – 360 persons. A cap of 60 rooms Would be 180 persons at any one time on a 20 acre guest dude ranch.

2) Proposal: Units which can be rooms, tents, yurts, tipis or tiny homes. On 20 acres if we apply the same cap of 60 "rooms" then that means 60 yurts, tipis or tiny homes, or reduce that number to 30 and you can still imagine that it is a density that does not fit the land use code for these natural resources and agricultural areas that are the foundation for these guest dude ranches. Let alone consider air quality since many of these yurts, tipis or tiny homes could have wood stoves for heating or for the natural rural character or atmosphere of the guest/dude ranch.



3) Proposal: Remove numerical restrictions for on-site events. No specific numbers are given for this proposal but lack of numerical restrictions could allow for example, 200, 300 or 400 people for any so called on-site event at a guest dude ranch minimum 20 - acre parcel that is likely surrounded by smaller neighborhoods of 2.5 acres since our county is comprised of just such developments.

4) Specific to Limited use Standards -- #20 – crossed out "no person shall be Guest of a Guest/dude ranch for more than 14 consecutive days. This is a proposed deletion. There should be some restrictions on length

of stay given the proposed options of yurts, tipis and tiny homes can act as year-round housing which is not the purpose of the guest dude ranch.

I urge the P & Z to vote denial of the proposed amendment. Or at the very least recognize that planning staff "would not recommend the approval of all proposed changes without further explanation or supporting material demonstrating the likely effects of the proposed changes."

And lastly for contemplation: why do we have a land use code that as a county we have given our sweat, dollars and hard work to develop only to have it continually amended by pursuits that might not serve the larger good of our citizens or natural resources.

Thank you

Theresa Lerch

Victor and Teton County Resident

Old Jackson Hwy

Sharon Fox <sfox@tetoncountyidaho.gov>

Fwd: For Work Session: Considerations for Amendment to Guest/Dude Ranch Use in LDC

SanTheresa BruLerch [email redacted] Sun, Mar 22, 2026 at 11:15 AM
To: sfox@tetoncountyidaho.gov, "jchase@tetoncountyidaho.gov" <jchase@tetoncountyidaho.gov>

Below is an email that I sent to the P&Z committee members. I did not have an email for the P&Z planning staff, so I hope you can make this available to the appropriate persons.
Thanks you
Theresa Lerch

---------- Forwarded message ---------
From: **SanTheresa BruLerch** [email redacted]
Date: Sun, Mar 22, 2026 at 11:13 AM
Subject: RE: For Work Session: Considerations for Amendment to Guest/Dude Ranch Use in LDC
To: wpenfold@tetoncountyidaho.gov <wpenfold@tetoncountyidaho.gov>, jweber@tetoncountyidaho.gov <jweber@tetoncountyidaho.gov>, ckohut@tetoncountyidaho.gov <ckohut@tetoncountyidaho.gov>, tbraun@tetoncountyidaho.gov <tbraun@tetoncountyidaho.gov>, hwilcox@tetoncountyidaho.gov <hwilcox@tetoncountyidaho.gov>, mmartin@tetoncountyidaho.gov <mmartin@tetoncountyidaho.gov>, chunter@tetoncountyidaho.gov <chunter@tetoncountyidaho.gov>

Dear Committee,
I present you with information and facts that should be considered in your work session regarding this requested amendment.
1) The current Guest/Dude ranch LDC states **"minimum parcel size is at least 20 acres and if activities rely on public lands then the ranch must abut public lands"**. This does place potential guest/dude ranches in the LDC of FH -20 Foothill priority Protection and RR-20 Rural Residential zones. The purpose of FH -20 Foothill priority zone is to ""discourage scattered hillside development that requires remote roads and infrastructure....to help prevent wildfire.....protect steep slopes.....preserve critical wildlife habitats ..... migration.....". The RR-20 Residential zone is to "keep land in agricultural production, preserve open space and protect native vegetation, riparian areas and critical wildlife habitat."
The importance of this review is that the proposed amendment for guest/dude ranch will impact these surrounding zone classification given the proposal for increased density from **0.5 guests per acre which = 10 guests to the proposal of changing to "3 rooms or units per acre with a cap of 60 total rooms or units."** This could project to a total of a minimum of 120 guests (60 rooms/units x 2 people) or potential of 240 guests (60 units/rooms x 4 = 240). This guest density is on 20 acres. The highlight of this analysis is that the proposed amendment is changing the land code from the number of guests (persons) to "units". Units are defined in the proposal as "guest rooms, such as yurts, tiny homes, tents and tipis." Apply this to the the 20 acres minimum means that you could have 60 yurts, or 30 yurts and 30 tiny homes..... etc
Teton County Wyoming LDC for guest and dude ranches "restricts guest capacity to a maximum of 75 guests, requiring a minimum of 70 acres of land and a density ratio of no more than 1 guest per 5 acres. .
Moose Creek ranch is 25 acres and their website lists the following guest options: 15 R.V. hookups, Two Rendezvous cabins each sleeps 2-4 guests total of 6 guests; Six Twin cabins provides for 20 guests; Ranch House sleeps 12 guests and the Lodge Suite sleeps up to 50 guests -- currently provides for 68 quests without the count of guests in the 15 RV sites.
Linn Ranchn is 73 acres and per their website they lists 3 glamping tents (2 guests per tent) total of 6 guests; one cabin for 2 guests. Total 8 guests. Weddings/events are up to 200 people that are served by "campground" which is auxiliary parking lot for people to set up tents or RV (no hook-ups). This requires bringing in a 2 stall bathroom trailer.

The importance of this analysis is that application of this proposal could allow for several such enterprises to develop in the foothills of Teton County resulting in densities of 30 tiny homes on a 20 acre lot or crowd density of 240 people

any one day or for several days. Consider that several 20 acre lots that abut public lands could develop next to each other leading to even higher guest density, road impacts and safety concerns given wildfire risks, air quality if wood stoves are employed in these units, and impact on wildlife in these areas.
This density proposal for 3 rooms/units per acre is incongruent with the land code of RR-20 rural residential and FH-20 Foothill
priority protection that should guide the area in which a guest/dude ranch will reside or be adjacent to.

My suggestion would be first to say - No changes to the existing Land Code for guest/dude ranch. The current land code does serve its purpose and is in compliance with surrounding land zoning.
Second suggestion would be to 1) change the guest ratio to 1-2 guests per acre. 2) do not change the ratio from guests to units per acre. Utilizing units per acre provides no oversight on the number of guests that can impact the rural residential
neighborhood that have appropriate zoning specifications and the wildlife/foothill protection zoning specifications.
Third suggestion would be that if the guest ratio is increased above 2 guests per acre then increase the minimum acres from
20 acres to 40 acres for a guest/dude ranch. This increase in minimum acres would mitigate the impact on the surrounding areas.

2) Proposal **"allowing more variety of structures to function as guest rooms, such as yurts, tiny homes, tents and tipis."**
This is too vague and should have some limitations on each unit given that these guest structures carry many different potential impacts. For example, tiny homes can provide plumbing options whereas yurts or tipis do not typically provide those amenities. The proposal application of "a cap of 60 total rooms or units" could mean that on a 20 acre lot you could have 30 or 60 yurts or 30 tiny homes. If a guest dude ranch can do this, then the adjacent neighbor on 20 acres should be able to have that many or more than 1 accessory dwelling unit (ADU) on their land. The adjacent neighbor to a guest/dude ranch would have less impact on their neighbors and surrounding area if they had 3 ADU with 6 persons total than the guest dude ranch that could be moving potentially a minimum of 120 guests (60 units x 2 persons) through the area on a daily basis.
The current LDC under guest/dude ranch states "guest unit shall be a permanent structure on a foundation. All other structures would fall under campground and be permitted as such". And "the site plan shall also show a minimum of 60% of the property remains as open areas".
Suggestions: The impact of this proposal is not in alignment with the various other elements of Guest/Dude ranch regulation
The current land codes designation on this issue should remain and this proposal should be denied.

3) Proposal **"removing the numerical restriction for on-site events."**
The current LDC states "Up to twelve (12) one (1) day special events may be held per year for guests who want to visit but not stay overnight." This is referring to on-site events. The current LDC does not have a numerical restriction.
Suggestions: A numerical restriction should be defined given the area in which these guest/dude ranch would reside and its surrounding zoning. *If the minimum acres for a guest dude ranch remains at 20 acres then it is reasonable to say on-site events should not exceed 150 persons. If the minimum acres is increased to 40 acres then it would be reasonable not to exceed 200 persons.* The importance of a numerical restriction for the on-site events is to mitigate the impact on traffic, noise impacts and residential quality of life. For example to access Moose Creek Ranch you must use the Old Jackson Highway road which is designated as a "mixed-use, recreational road". This means it is a shared road for use by walkers, bikers and equestrians." Our mountain biking children clubs use Old Jackson Highway as part of their training to access the Mike Harris trail system. If there is no restriction then you could imagine an event of 400 people which hypothetically could be 200 cars (2 persons per car) in that neighborhood every day depending on how many on-site events take place.

4) Proposal **"allowing service of food and beverage to the public, in addition to on-site guests".**
The current LDC for guest/dude ranch states "the sale of meals to persons who are not overnight guests of the dude/ranch shall be prohibited except for special events." "The guest/dude ranch does not include a commercial restaurant, cafe or bar that caters to the general public."
Allowing food service to the general public should be denied. Food service to the public would NOT be in accordance with the definition or experience of a guest/dude ranch. For all the reasons previously stated, impact on neighborhoods, and road, traffic and wildlife impacts. The existence of a commercial restaurant would indirectly provide an overlay of other conditional use permits such as resort.

5) Proposal **"<u>adding the guest/dude ranch use as a limited use of the FH 20 acres."</u>**
For all the reasons previously stated, this should be denied.
The FH 20 acres is [address redacted] rural residential" defined as "the intent of RR-20 is to keep land in agricultural production, preserve open space and protect native vegetation, riparian areas and critical wildlife habitat." "Provide a place in the county .....to provide residents to have gardens, farm animals and livestock."
My investigation of these proposals have highlighted the number of guests/persons that could be residing in an

area of 20 acres and the impact of such. I have shown that the number of guest/dude ranch guests could be as low as 60 person per day to as high as 200 person per day in the RR-20 residential area. Guest/dude ranches are commercial ventures and should be closely regulated to ensure that they do not impact the residential zoning and experience of our county residents who reside in these RR-20 residential zones. Guest/Dude ranches can function without being included in the RR-20 designation which originally was discussed in detail to preserve agricultural production
in this valley. If you opt to add Guest Dude ranch as a limited use to the RR-20 (FH-20 zone) then the P&Z should open that up to a separate and full public comment period specific to a change in the RR-20 and not make that recommendation
tied to just this specific Guest/dude ranch proposal.

The current LDC for Guest/Dude ranch is serving its purpose. This work discussion should focus on the existence and future development of guest/dude ranch in the County as it applies to all areas of RR-20 zones that exists. It is not a discussion of whether we like or dislike Moose Creek Ranch or Linn Ranch, or whether they are profitable or not.
For those committee members that might need a historical perspective on the P&Z past applications of very similar proposals, there is the "Under Canvas Teton" proposal of 2019 and 2020. This application was proposed for a site near Moose Creek Ranch that had many similar proposals of guest density, number of units etc on 20 acres parcels which was ultimately rejected by P&Z. Another historical perspective is the 2019-2020 when Moose Creek Ranch sought a conditional use permit (CPU) to expand the existing ranch into a larger resort, initially aiming for 83 units. Community pushback resulted in a downsizing to 26 units. The developer (Tom Hedges) postponed and withdrew the application in late 2019 after considerable opposition from the community and concerns raised by P&Z regarding waste-water, traffic, density on wildlife and the rural area.

Respectfully submitted,
Theresa Lerch
Resident Old Jackson Hwy
Victor Idaho.

Sharon Fox <sfox@tetoncountyidaho.gov>

Proposed amendments to Guest/Dude Ranch LDC

Titus Leung [email redacted] Mon, Mar 23, 2026 at 9:39 AM
To: wpenfold@tetoncountyidaho.gov, jweber@tetoncountyidaho.gov, ckohut@tetoncountyidaho.gov, tbraun@tetoncountyidaho.gov, hwilcox@tetoncountyidaho.gov, mmartin@tetoncountyidaho.gov, chunter@tetoncountyidaho.gov
Cc: jchase@tetoncountyidaho.gov, sfox@tetoncountyidaho.gov

Dear Planning and Zoning Commissioners

I am an owner of property on Old Jackson Hwy, adjacent to Moose Creek Ranch and am writing to you with regard to the application for amendments to the LDC that is currently under your consideration. In short, I am opposed to these amendments as I believe the result of the changes would allow destructive impacts to our natural resources and would essentially be using the intentionally limited Guest/Dude Ranch uses to conduct commercial activities that are meant to be regulated by other land use regulations. As you all know, Moose Creek Ranch is cited on very sensitive and important natural land and adjacent to protected national and state protected areas. It would be a shame for these amendments to be allowed and used as an “end run” around an established and already considered framework for protecting this vitally important corner of our county.

Other of my neighbors have written you more detailed opposition to these amendments. I will therefore keep my letter to you brief but please know I fully support those concerns as well. I would also be happy to elaborate on any of this further if that would be helpful. Thank you

Titus Leung

Sharon Fox <sfox@tetoncountyidaho.gov>

Amendment to LDC - Resorts

Cynthia Riegel [email redacted] Tue, Mar 24, 2026 at 8:21 AM
To: pz@tetoncountyidaho.gov, jchase@tetoncountyidaho.gov, Sharon Fox <sfox@tetoncountyidaho.gov>
Cc: wpenfold@tetoncountyidaho.gov, jweber@tetoncountyidaho.gov, ckohut@tetoncountyidaho.gov

Dear Planning and Zoning Commissioners,

I spoke during public comment at your March 10 meeting regarding the proposal by Tom Hedges to convert the Guest/Dude Ranch use into a Resort use in Teton County's Land Development Code (LDC). Due to time limits, I was unable to finish my remarks, and I appreciate the opportunity to provide additional input on this legislative matter.

As written, Mr. Hedges' proposal warrants denial. If the Commission believes resort development should be allowed in rural areas, that change should be addressed transparently through a new, clearly defined section of the LDC. Such a section could include uses like:

- Hotel/motel/glamping
- RV parks
- Bars/restaurants
- Event centers

This approach would make the scope and impacts clear to the public. Instead, the current proposal attempts to introduce significant changes under the guise of minor amendments to the existing Guest/Dude Ranch use.

The current code is intended to support traditional Western-style guest ranches. If there are barriers to those operations, the code should be refined to better support farmers, ranchers, and equestrian uses consistent with that heritage. Mr. Hedges' proposal does not reflect a traditional dude ranch model.

Mr. Hedges has already expanded his grandfathered uses and is now seeking to add high-density, glamping-style accommodations on a 20-acre property. If approved, Moose Creek Ranch would more closely resemble a commercial resort like Teton Valley Resort in Victor, rather than its historic dude ranch character.

There is a clear distinction between a traditional guest ranch and a high-intensity resort that includes RV parks, restaurants, public access, and unlimited events. Similar proposals in the past such as the Wendorff Event Center, Under Canvas at Moose Creek, and High Noon Ranch have generated significant public backlash because these uses are not compatible with rural residential areas.

While properties like Moose Creek Ranch and Linn Canyon Ranch have historically operated with minimal impact due to limited neighboring development, allowing intensive resort uses by right in rural zones would have widespread consequences. These include impacts on residents seeking a quiet rural lifestyle, as well as increased strain on infrastructure such as roads and trails, and potential concerns related to public health and safety.

If the Commission believes there is public support for adding a Resort use to the LDC, that discussion should begin with broader community engagement such as a town hall or survey. Until then, I urge you to deny this proposal.

The existing Guest/Dude Ranch regulations may benefit from modest updates, but those should be considered through your broader code amendment process - not through a site-specific request that would effectively transform a guest ranch into a high-intensity commercial resort.

Finally, I ask that you carefully consider these Comprehensive Plan policies before making any changes to the Guest/Dude Ranch regulations. Several applicable policies were not addressed in Mr. Hedges' analysis:

<u>Transportation:</u>
1.3 New development will provide adequate transportation facilities to accommodate needed services
3.11 In locations where a large number of structures are served by a single transportation route, the transportation infrastructure should be evaluated with consideration of the feasibility of providing residential and commercial properties with a secondary route for access and egress to facilitate timely and safe evacuation in the event of a natural disaster.

<u>Natural Resources + Outdoor Recreation</u>

4.1 Ensure that development regulations balance natural resources protection, viewshed protection and growth, are clear and predictable, and preserve the economic values of the land.
6.3.4 Promote lower density development in the rural areas
7.1 Allow only low impact activities in sensitive resource areas and higher impact activities in resource areas of less sensitivity.
7.3 Encourage siting structural improvements in areas that will result in the least amount of natural resource impact.
8.1 Teton County recognizes that wildlife and wildlife habitats provide economic, recreational, and environmental benefits for the residents and visitors of Teton County. Land development decisions will strongly weigh the needs of wildlife and protect the inherent values that they provide.
8.3 Minimize the cumulative impacts of development on wildlife and wildlife habitat.

Community Events and Facilities
1.1 Encourage locating new facilities in existing population centers to maximize efficiency and convenience and minimize costs.

Agriculture + Rural Heritage
1.1 Ensure planned growth maintains Teton Valley's rural character
1.6 Encourage higher density development in the cities of Driggs, Victor, and Tetonia

Sincerely,
Cindy Riegel
Victor, Idaho
[phone redacted]

SanTheresa BruLerch Mar 22, 2026, 11:16 AM (5 days ago)

to sfox, me

Below is an email that I sent to the P&Z committee members. I did not have an email for the

P&Z planning staff, so I hope you can make this available to the appropriate persons.

Thanks you

Theresa Lerch

---------- Forwarded message ---------
From: **SanTheresa BruLerch**
Date: Sun, Mar 22, 2026 at 11:13 AM
Subject: RE: For Work Session: Considerations for Amendment to Guest/Dude Ranch Use in LDC

Dear Committee,

I present you with information and facts that should be considered in your work session regarding this requested amendment.

1) The current Guest/Dude ranch LDC states **"minimum parcel size is at least 20 acres and if activities rely on public lands**

then the ranch must abut public lands". This does place potential guest/dude ranches in the LDC of FH -20 Foothill priority Protection

and RR-20 Rural Residential zones. The purpose of FH -20 Foothill priority zone is to ""discourage scattered hillside development that

requires remote roads and infrastructure....to help prevent wildfire.....protect steep slopes.....preserve critical wildlife

habitats ..... migration.....". The RR-20 Residential zone is to "keep land in agricultural production, preserve open space and

protect native vegetation, riparian areas and critical wildlife habitat."

The importance of this review is that the proposed amendment for guest/dude ranch will impact these surrounding zone

classification given the proposal for increased density from **0.5 guests per acre which = 10 guests to the proposal of changing**

to "3 rooms or units per acre with a cap of 60 total rooms or units." This could project to a total of a minimum of 120 guests

(60 rooms/units x 2 people) or potential of 240 guests (60 units/rooms x 4 = 240). This guest density is on 20 acres.

The highlight of this analysis is that the proposed amendment is changing the land code from the number of guests (persons)

to "units". Units are defined in the proposal as "guest rooms, such as yurts, tiny homes, tents and tipis." Apply this to the

the 20 acres minimum means that you could have 60 yurts, or 30 yurts and 30 tiny homes..... etc

Teton County Wyoming LDC for guest and dude ranches "restricts guest capacity to a maximum of 75 guests, requiring

a minimum of 70 acres of land and a density ratio of no more than 1 guest per 5 acres. .

Moose Creek ranch is 25 acres and their website lists the following guest options: 15 R.V. hookups, Two Rendezvous

cabins each sleeps 2-4 guests total of 6 guests; Six Twin cabins provides for 20 guests; Ranch House sleeps 12 guests

and the Lodge Suite sleeps up to 50 guests -- currently provides for 68 quests without the count of guests in the 15 RV sites.

Linn Ranchn is 73 acres and per their website they lists 3 glamping tents (2 guests per tent) total of 6 guests;

one cabin for 2 guests. Total 8 guests. Weddings/events are up to 200 people that are served by "campground" which

is auxiliary parking lot for people to set up tents or RV (no hook-ups). This requires bringing in a 2 stall bathroom trailer.

The importance of this analysis is that application of this proposal could allow for several such enterprises to develop

in the foothills of Teton County resulting in densities of 30 tiny homes on a 20 acre lot or crowd density of 240 people

any one day or for several days. Consider that several 20 acre lots that abut public lands could develop next to each

other leading to even higher guest density, road impacts and safety concerns given wildfire risks, air quality if wood

stoves are employed in these units, and impact on wildlife in these areas.

This density proposal for 3 rooms/units per acre is incongruent with the land code of RR-20 rural residential and FH-20 Foothill

priority protection that should guide the area in which a guest/dude ranch will reside or be adjacent to.

My suggestion would be first to say - No changes to the existing Land Code for guest/dude ranch. The current land

code does serve its purpose and is in compliance with surrounding land zoning.

Second suggestion would be to 1) change the guest ratio to 1-2 guests per acre. 2) do not change the ratio from guests

to units per acre. Utilizing units per acre provides no oversight on the number of guests that can impact the rural residential

neighborhood that have appropriate zoning specifications and the wildlife/foothill protection zoning specifications.

Third suggestion would be that if the guest ratio is increased above 2 guests per acre then increase the minimum acres from

20 acres to 40 acres for a guest/dude ranch. This increase in minimum acres would mitigate the impact on the surrounding areas.

2) Proposal **"allowing more variety of structures to function as guest rooms, such as yurts, tiny homes, tents and tipis."**

This is too vague and should have some limitations on each unit given that these guest structures carry many different

potential impacts. For example, tiny homes can provide plumbing options whereas yurts or tipis do not typically provide

those amenities. The proposal application of "a cap of 60 total rooms or units" could mean that on a 20 acre lot you

could have 30 or 60 yurts or 30 tiny homes. If a guest dude ranch can do this, then the adjacent neighbor on 20 acres

should be able to have that many or more than 1 accessory dwelling unit (ADU) on their land. The adjacent neighbor

to a guest/dude ranch would have less impact on their neighbors and surrounding area if they had 3 ADU with 6 persons

total than the guest dude ranch that could be moving potentially a minimum of 120 guests (60 units x 2 persons) through

the area on a daily basis.

The current LDC under guest/dude ranch states "guest unit shall be a permanent structure on a foundation. All

other structures would fall under campground and be permitted as such". And "the site plan shall also show a minimum

of 60% of the property remains as open areas".

Suggestions: The impact of this proposal is not in alignment with the various other elements of Guest/Dude ranch regulation

The current land codes designation on this issue should remain and this proposal should be denied.

3) Proposal **"removing the numerical restriction for on-site events."**

The current LDC states "Up to twelve (12) one (1) day special events may be held per year for guests who want to

visit but not stay overnight." This is referring to on-site events. The current LDC does not have a numerical restriction.

Suggestions: A numerical restriction should be defined given the area in which these guest/dude ranch would reside

and its surrounding zoning. *If the minimum acres for a guest dude ranch remains at 20 acres then it is reasonable*

to say on-site events should not exceed 150 persons. If the minimum acres is increased to 40 acres then it would

be reasonable not to exceed 200 persons. The importance of a numerical restriction for the on-site events is to

mitigate the impact on traffic, noise impacts and residential quality of life. For example to access Moose Creek

Ranch you must use the Old Jackson Highway road which is designated as a "mixed-use, recreational road".

This means it is a shared road for use by walkers, bikers and equestrians." Our mountain biking children clubs

use Old Jackson Highway as part of their training to access the Mike Harris trail system. If there is no restriction

then you could imagine an event of 400 people which hypothetically could be 200 cars (2 persons per car) in that

neighborhood every day depending on how many on-site events take place.

4) Proposal **"allowing service of food and beverage to the public, in addition to on-site guests".**

The current LDC for guest/dude ranch states "the sale of meals to persons who are not overnight guests of the

dude/ranch shall be prohibited except for special events." "The guest/dude ranch does not include a commercial

restaurant, cafe or bar that caters to the general public."

Allowing food service to the general public should be denied. Food service to the public would NOT be in

accordance with the definition or experience of a guest/dude ranch. For all the reasons previously stated,

impact on neighborhoods, and road, traffic and wildlife impacts. The existence of a commercial restaurant

would indirectly provide an overlay of other conditional use permits such as resort.

5) Proposal **"adding the guest/dude ranch use as a limited use of the FH 20 acres."**

For all the reasons previously stated, this should be denied.

The FH 20 acres is "RR 20, rural residential" defined as "the intent of RR-20 is to keep land in agricultural production,

preserve open space and protect native vegetation, riparian areas and critical wildlife habitat." "Provide a place

in the county .....to provide residents to have gardens, farm animals and livestock."

My investigation of these proposals have highlighted the number of guests/persons that could be residing in an

area of 20 acres and the impact of such. I have shown that the number of guest/dude ranch guests could be as

low as 60 person per day to as high as 200 person per day in the RR-20 residential area. Guest/dude ranches are

commercial ventures and should be closely regulated to ensure that they do not impact the residential zoning and

experience of our county residents who reside in these RR-20 residential zones. Guest/Dude ranches can function

without being included in the RR-20 designation which originally was discussed in detail to preserve agricultural production

in this valley. If you opt to add Guest Dude ranch as a limited use to the RR-20 (FH-20 zone) then the P&Z should open

that up to a separate and full public comment period specific to a change in the RR-20 and not make that recommendation

tied to just this specific Guest/dude ranch proposal.

The current LDC for Guest/Dude ranch is serving its purpose. This work discussion should focus on the

existence and future development of guest/dude ranch in the County as it applies to all areas of RR-20 zones

that exists. It is not a discussion of whether we like or dislike Moose Creek Ranch or Linn Ranch,

or whether they are profitable or not.

For those committee members that might need a historical perspective on the P&Z past applications of

very similar proposals, there is the "Under Canvas Teton" proposal of 2019 and 2020. This application

was proposed for a site near Moose Creek Ranch that had many similar proposals of guest density, number of

units etc on 20 acres parcels which was ultimately rejected by P&Z. Another historical perspective is the

2019-2020 when Moose Creek Ranch sought a conditional use permit (CPU) to expand the existing ranch into

a larger resort, initially aiming for 83 units. Community pushback resulted in a downsizing to 26 units. The

developer (Tom Hedges) postponed and withdrew the application in late 2019 after considerable opposition

from the community and concerns raised by P&Z regarding waste-water, traffic, density on wildlife and the

rural area.

Respectfully submitted,

Theresa Lerch

Resident Old Jackson Hwy

Victor Idaho.

Suzanne Boots Knighton [email redacted] Mar 23, 2026, 10:58 AM (4 days ago)

to me

Good morning, Joshua and Planning and Zoning Commission,

My name is Suzanne Boots Knighton and I live in Game Creek.

I understand there is a working committee meeting tomorrow evening. Here are my comments regarding the proposed amendment to the Land Code.

The current LDC for guest/dude ranch is serving its purpose. Please do not amend. A pandora's box for development will open otherwise. On a hyper local level, the impact to the immediate environment surrounding Moose Creek will be greatly impacted. Old Jackson Hwy is already under pressure as is Moose Creek Canyon. Zoom out valley-wide and it's hard to keep track of all the new developments.

For historical context, a few years back, Under Canvas proposed a development at the mouth of Moose Creek. The community came out in opposition. This is similar to that proposal.

There's no going back if this is allowed. Please protect Moose Creek. It is a huge asset to our valley.

I appreciate you all volunteering your time. It can be a thankless job. Thank you for considering my point of view.

Suzanne Boots Knighton

March 10, 2026

To: Teton County Idaho Planning and Zoning Commission

From: Bill & Holly Hurt, Victor ID

Subject: PUBLIC HEARING Tuesday, March 10, 2026 5:00 p.m. Agenda Item D.3

Background

- The applicant was previously involved with the Under Canvas (2019) proposed glamping on the corner parcel adjoining the Old Jackson Highway and Moose Creek Ranch road. This was rejected by the P&Z commission for a variety of reasons with strong public opposition.
- The applicant was involved in the 2019 MOOSE CREEK RANCH conditional use permit dude ranch campground, rv park, travel trailer camp retreat center.
- The Teton County Land Development Code (LDC) is the primary tool to implement the Comprehensive Plan.

Specific Comments on the Subject item D.3

The applicant is improperly using the LDC in an attempt to write specific language allowing a glamping operation to be allowed under current regulations.

The **elephant in the room** is how **existing non-compliant dude ranches** would operate under the proposed changes. The proposed changes would likely benefit existing operations that will lead to operation of seasonal hotels disguised as campgrounds.

Specific points:

- The density change to a cap of 60 units is clearly trying to circumvent the intent of the existing LDC.
- The request to allow Guest/Dude Ranch use in the FH-20 zone is an attempt to create a regulatory option for an expansion of Moose Creek Ranch and immediate areas. The County has previously denied two different attempts at this.
- The broadening of the variety of structures, removing restrictions for on-site events and allowing for public food and beverage services are additional red flags that identify the applicants strategic goals.

Conclusion

Given the counties history with the applicant, coupled with the obvious long -range intent, and the conflict with the Comprehensive Plan and LDC, this request for ammendments to the LDC must be denied. What were deemed bad ideas previously are still bad ideas.

---------- Forwarded message ---------
From: **Dan Powers** <dpowers@tetoncountyidaho.gov>
Date: Tue, Apr 28, 2026 at 9:10 AM
Subject: Dude Ranch LDC amendment
To: Joshua Chase <jchase@tetoncountyidaho.gov>

Hi Joshua, here's my input for the LDC amendment:

Support

- Define usage limits in terms of rooms or beds, not people. I believe this is more enforceable/reviewable.

- Special use permit required.

- Finding a way to honor Comp Plan Economic directives encouraging Dude Ranch type businesses

- Allowing a variety of housing types like yurts/tipis/tiny houses. Bear concerns must be noted with non hardsided units.

Concerns

- Public food and beverage should be auxiliary to serving Ranch guests.

- Density should be scaled back. Maybe 45 room/90 bed max.

- Open space needs to be at least 50%.

- Long term housing should be limited to staff only.

- We need to define guest resorts and dude ranches differently.

- Fire concerns need to be addressed as these are in Forest interface areas.

Hope this helps guides your work, I'm glad to talk more if you have any questions.

Dan Powers

--

Teton County Commissioner

Dan Powers

dpowers@tetoncountyidaho.gov

[phone redacted]

TETON COUNTY, IDAHO ORDINANCE NO. _____-2026_____

AN ORDINANCE OF TETON COUNTY IDAHO; AMENDING THE TETON COUNTY LAND DEVELOPMENT CODE TO REVISE THE REQUIREMENTS FOR A GUEST/DUDE RANCH; AMENDING SECTIONS 3-2-2 AND 3-6-10 OF THE TETON COUNTY LAND DEVELOPMENT CODE; REVISING REQUIREMENTS AND STANDARDS FOR GUEST/DUDE RANCHES; PROVIDING METHODOLOGY; PRESERVING PRIOR ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Teton County, in accordance with Idaho Code and the provisions of the Teton County Land Development Code, has received a request to revise the requirements and standards for guest/dude ranches;

WHEREAS, use of land as a guest/dude ranch represents a use historically allowed in Teton County, but with requirements that have not been revisited for some time; and

WHEREAS, after considering the recommendation of Teton County Planning and Zoning Commission and after a public hearing by the Teton County Board of County Commissioners, the County has taken into account all of the public input in regard to this proposed use.

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

Section 1: Amendment of Section 3-2-2 of the Teton County Land Development Code. Section 3-2-2 Use Table (Table 2) of the Teton County Land Development Code is hereby amended as follows:

Use Category/Specific Use	R-A 35	L-A-35	FH-10	FH-20	RR-20	RN-5	IR	AOI2.5, AOI-20	Definition/Standards
Key: P=Permitted L= Limited Use S=Special Use A= Permitted Accessory Use --= Use Not Permitted									
Guest/Dude Ranch	S	~~L~~ S	~~L~~ S	S	S	--	--	--	Section 3-6-10

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Section 2: Amendment of Section 3-6-10 of the Teton County Land Development Code. Section 3-6-9 of the Teton County Land Development Code is hereby amended as follows:

3-6-10 Guest/Dude Ranch

A. Defined

A ~~ranch~~ property that provides ~~multi~~ overnight on-site accommodations for guests, provides an on-site recreational/agricultural activity or immediate

access to nearby recreational/agricultural activities, has a permanent lodge with 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 public to utilize. A bone fide guest/dude ranch, in compliance with all applicable special use standards, may ~~have limited availability for~~hold special events such as a wedding or social gathering as permitted through the special use permitting process.

B. Limited Use Standards

1. Minimum ~~lot~~ size for Guest Dude Ranch shall be: (i) twenty (20) acres for property abutting publicly owned land; or (ii) two hundred (200) acres for all other properties.

2. The maximum number of guest~~s~~ units shall be limited to: (i)~~one-half (0.5)~~ three guest~~s~~ units per acre; or (ii) a maximum of 60 total guest units, whichever is less.

3. 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. 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, permit, license, or easement ~~across intervening lands or by a public road~~.

5. Use of public lands for the activities provided by the dude ranch shall have permission from the appropriate agency.

6. Central dining facilities in a permanent structure shall be provided for guests.

7. Guest units ~~shall not~~may have cooking or eating facilities.

8. Approval for food service must be reviewed and approved by the Teton County Fire Marshal.

9. The applicant will need provide verification of a food license or a proved exemption from EIPH.

10. 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. The Fire District, Public Health District, and Teton County Planning Department shall be permitted to perform inspections as in any other business.

12. A guest unit ~~shall be~~means a room in a central lodge, a separate permanent structure on a foundation, a tiny home, yurt, tent, tipi, recreational vehicles, recreational vehicle parking, or other similar lodging designed to accommodate two people. At least forty percent (40%) of guest units must be provided in a central lodge or a separate permanent structure on a foundation. Up to six (6) guest units can be provided in a single structure, which includes a main lodge facility~~. All other structures would fall under campground and permitted as such~~.

13. ~~Up to twelve (12) one (1) day special events may be held per year for guests who want to visit but not stay overnight~~Special events may be held as permitted through the special use permitting process.

14. The sale of meals to persons who are not overnight guests of the dude ranch ~~shall be prohibited, except for special events~~is permitted.

15. Guest units shall not be rented or sold for a dwelling unit.

16. 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. Employee and guest parking shall be located entirely on-site.

18. The site plan shall also show that a minimum of ~~sixty~~ fifty percent (50~~60~~%) of the property remains as open areas; open areas include, but are not limited to, grazing areas, agricultural fields, wetlands, ponds, riparian areas, forested areas, developed grassy areas. pathways, nature trails, livestock pastures, and open fields.

19. No person shall be a guest of a Guest/Dude Ranch for more than fourteen (14) consecutive days.

20. Wildlife and wildlife mitigation shall be addressed through the special use permitting process.

Section 2: Methodology. Text that is underlined in the preceding sections means new text added to the former Ordinance or City Code Section, and text that is stricken through means text that is being deleted from the former Ordinance or Code Section. Text that is moved from one location in the former Ordinance or Code Section to another location is similarly shown as underlined text, being stricken through in its prior position.

Section 3: Preservation of Prior Ordinance. The sections of the Iona City Code repealed and/or amended by this Ordinance shall be preserved to the extent necessary to allow the arrest, prosecution, punishment, and indebtedness of any person who violates such provisions prior to the effective date hereof.

Section 4: Severability. If any section, subsection, sentence, clause, or phrase of this title is held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this title and they shall remain in full force and effect.

Section 5: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED and APPROVED by the Teton County Board of County Commissioners on this _____ day of _____, 2026.

_____
Board of County Commissioners, Chair

Attest by:

_____ _____
CLERK Signature Date

Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

Agency Notices for August 11, 2026 Teton County PZC Hearings

Kevin Brown <kbrown@tetoncountyfire.org> Wed, Jul 22, 2026 at 3:04 PM
To: Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>

Mitzi, I apologize! This made perfect sense to me when I wrote it. Lol!

1. No comment on Spud.
2. I may have site specific comments on future development, but no comment on the use permit Moose Creek
3. Comments upon development Jeremy Kincaid
4. No comments on rezone, comments upon development Rodman Wojas

Kevin Brown
Deputy Chief Prevention/Fire Marshal

t: [phone redacted] [phone redacted]
911 N. Hwy. 33 [address redacted] Driggs, ID, 83422
Web: www.tet rg
Email: kbrown@tetoncountyfire.org

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From: Mitzi Van Arsdell <mvanarsdell@tetoncountyidaho.gov>
Sent: Wednesday, July 22, 2026 2:55 PM
To: Kevin Brown <kbrown@tetoncountyfire.org>
Subject: Re: Agency Notices for August 11, 2026 Teton County PZC Hearings
[Quoted text hidden]

Mr. Chase also informed the Commission that there is a proposal to put a Scenic Corridor on the work session agenda due to the application non-compliance with the height requirements in the LDC. The Commission had no issues with that.

D. Action Items

1. 5:00 PM PUBLIC HEARING: THH LLC Thomas Hedges - LDC Amendment Request

Mr. Chase reviewed the history of the first time the application was submitted to increase the number of allowed guests and to allow special events. It was denied by the Planning Commission and it moved forward to the BoCC. When it was heard by the BoCC they asked the applicant to make some changes to the application and bring it back. On advice from legal counsel the application has come back to the Planning Commission to see the changes that were made since the first Planning Commission hearing.

Mr. Chase expressed concerns with approval through a Limited Use Permit because that is an administrative approval process and changes to the LDC affect all land owners in the County. He handed out a map to the Commission that showed how many parcels would be affected by the changes requested. He wanted the input from the Commission on all of the other parcels that would qualify for the expanded Dude/Guest Ranch land use.

Mr. Wilcox asked if there were any other guest ranches operating other than Moose Creek and Linn Canyon. Mr. Chase said he was not aware of any but there have been 3 or 4 inquiries in the recent past. Mr. Weber asked if the Fire Marshal had any concerns. Mr. Chase commented that he would be involved when Moose Creek applies for a building permit for new structures. Mr. Kohut wanted to confirm it was a SUP application process and Mr. Chase stated that was his recommendation. Mr. Kohut also asked if "guest unit" had been defined. Mr. Chase commented that it was his understanding that they meant it to represent lodging for 2 people.

Ms. Jen Zung with Harmony Design, representing the applicant, commented they made changes to their application based on the input from the Planning Commission and the BoCC. She stated that they were proposing to have a SUP required for all zones in the new application. She then read their proposed definition of a "guest unit" and that 40% of the units would be in a physical structure like the lodge building rather than all tents or glamping units. She noted that they would be providing a Master Plan when they come back for a SUP application.

Mr. Braun asked if a guest unit was a two bedroom unit or a one bedroom unit with two beds. Mr. Hedges, applicant, commented it was intended as one person per bed so 2 beds per guest unit. Ms. Zung commented they also increased the open area from 20% to 50% based on comments

received from both boards. They use the acreage to determine the number of units and then they will cluster them on 50% of the property.

PUBLIC COMMENTS:

Mr. Doc Frangos, homeowner and neighbor of Moose Creek Ranch, requested a denial to the proposed amendment to the LDC. He was concerned with going from 3.5 guests per unit to up to 10 guests per unit. He read information from the Moose Creek website that advertises how many people can occupy each different type of unit. All of them offer more beds than two per unit. He was also concerned with environmental impacts on Moose Creek and floodplain in the area.

Mr. Bill Hurt, residence in the neighborhood of Moose Creek, wanted to see the application denied feeling it was similar to the Under Canvas application that was denied. He felt that there was no reason to have a hotel operation in such a sensitive area. He commented that there was once a care facility operating on this spot and questioned the real grandfathered use on this parcel.

Mr. Ed McGinn, resident on Kestral Hill Road, commented they should not be changing the LDC because a business wants more cash flow. He was concerned with the out of state owner who is trying to change the operation so he can increase the cash flow and make it more valuable to sell it. He was also concerned with the traffic and the lack of turn lanes on the intersection of Hwy 33 and Old Jackson Hwy.

Ms. Theresa Lerch, resident near Moose Creek Lodge, brought a photo of the sign on Old Jackson Highway that shows pedestrians and animals share the road with cars. She was very concerned with having a restaurant that is open to the public that is not in the downtown areas. She was concerned with the fire hazard from so many units with kitchens in them and no fire pond or fire hydrant available to fight a fire. She asked the Commission to deny the application.

Ms. Chrissy Ford, resident in the Moose Creek area, was also concerned with the "guest unit" interpretation and the need for increased staff to accommodate the large increase in capacity for Moose Creek. She was also concerned with the increased traffic and the lack of required road improvements. She asked the Commission to deny the application.

Ms. Niki Richards with VARD read the approval criteria and did not feel the application met the required criteria. She was concerned with the impacts on wildlife, traffic impacts, and increased potential for fires. Another concern expressed was allowing the restaurant to be open to the public and wanted to see the application denied.

Ms. Anne Callison, local resident, was concerned with changing the LDC for a single property owner rather than involving the entire county to discuss the changes to the LDC and the Comp Plan.

APPLICANT REBUTTAL:

Ms. Zung commented it is not about just Moose Creek Ranch. It would involve lots of other potential parcels and each would require a SUP application in order to be allowed to open a Dude Ranch and that is when specific requirements can be discussed based on the location.

Mr. Jeff Bower, applicant attorney, commented this is not a proposal for only one site and the BoCC has the power to make a LDC change at any time for any reason. He also stated they do not have to meet the criteria for Comp Plan changes as suggested by VARD, it is only a LDC amendment. Therefore, it doesn't have to meet all those criteria. Regarding the unit count, it was requested by the BoCC to define that and they have defined it as a sleeping area that allows 2 people.

COMMISSION DELIBERATION:

Mr. Penfold commented that the request is for a LDC change, not just one property, which opens up the potential for numerous other Dude Ranch applications. He read the areas to be discussed requested by BoCC member Dan Powers in his Memo to the Planning Commission that included the expanded use of the restaurant, the increased fire risks, the guest unit definition, and the density requested.

Mr. Wilcox commented that the designation requires an approved SUP application based on the actual site and the Commission can require a reduced number of units if there are reasons based on the particular site. Mr. Wilcox did not think there would be a large demand for Dude Ranches in the valley even though there are a large number of parcels that could meet the criteria. He felt the definition should be expanded and then it can be discussed based on site specific requests.

Mr. Kohut commented he was in favor of the change to require a SUP for a Dude Ranch designation in order to have more control and flexibility with site specific requests. He suggested having two different levels for applications that kept the LUP requirement for small projects and a 2nd level review for larger requests that would require an SUP application for approval.

Mr. Braun was concerned they are trying to turn a Dude Ranch into something else that is more of a guest ranch. He did not want to see such a broad application and such high density. He did not feel an RV park should be considered a Dude Ranch designation. He was concerned with the public restaurant, eliminating the numerical restrictions on special events, and increasing the density 10 fold.

Ms. Martin commented she was concerned that this was a site specific request for increased lodging rather than operating a Dude Ranch. Mr. Wilcox commented that passing the amendment to the LDC doesn't grant approval to Moose Creek Ranch. They would then have to apply for a

SUP in order to qualify for the designation. Mr. Hunter felt the business owner has insight into the operation of a guest or dude ranch more so than the public would.

Mr. Weber commented he did not feel that the changes meet the criteria for approval they are basing it on. He felt criteria #2, #3 ,#4 and #7 specifically were not met.

Mr. Wilcox commented this should be considered as a LDC change, but anyone wanting to apply for a Dude Ranch would be required to apply for a SUP and that could still be denied or reduced in scale if the location dictates it.

Mr. Penfold suggested leaving the Dude Ranch designation as is and add a Guest Ranch category that would involve more detailed requirements, which could be discussed and presented during a work session. He also suggested reducing the density to 45 rooms and increase the open space requirements.

MOVER: Carl Kohut
SECONDER: Harley Wilcox

Having found that the review criteria in LDC 4-4-F can be met with conditions or modifications, I move to recommend approval of the ordinance to amend the LDC to modify the Guest/Dude Ranch use as presented in the staff report and materials attached, with the following modifications or conditions:

1. The uses are divided into Dude Ranch maintaining the current Dude/Guest Ranch code and Guest Ranch which adopts the proposed changes;

2. The density is reduced to 45 rooms or 90 bed maximum;

3. EIS & TIS have established thresholds as to when they are required;

4. Open space be limited to 60% minimum;

5. Provisions for employee housing units are adopted; and

6. Consider public comment.

AYES (4): Collin Hunter, Carl Kohut, Wyatt Penfold, and Harley Wilcox

NAYS: (3): James Weber, Tom Braun, and Maggie Martin

Adopted (4 to 3)

2. <u>5:30 PM PUBLIC HEARING: Spud Drive-In Special Use Permit</u>

GIVENS PURSLEY LLP
Attorneys and Counselors at Law

Jeffrey W. Bower
[phone redacted]
[email redacted]

September 10, 2026

Teton County Board of County Commissioners
c/o Joshua Chase, Planning Administrator
150 Courthouse Drive
Driggs, Idaho 83422

Re: Guest/Dude Ranch Land Development Code Amendment

Dear Board of County Commissioners:

Givens Pursley and Harmony Engineering represent THH LLC, the applicant seeking an amendment to the Guest/Dude Ranch provisions of your Land Development Code ("**LDC**"). This letter: (i) summarizes the history of this application; (ii) responds to the Planning and Zoning Commission's ("**PZC**") recommendation of approval subject to modifications ; and (iii) addresses the standard for approving an LDC amendment. For the reasons discussed below, we respectfully request the Board approve the LDC amendment application to modify the Guest/Dude Ranch use provisions.

I. Procedural History.

- On October 27, 2025, the applicant met with the BOCC to discuss amendments to the Guest/Dude Ranch use standards, and the BOCC instructed the applicant to submit a request to amend the LDC so the amendment could proceed independently from other County-proposed amendments.
- On December 19, 2025, the applicant filed an application to amend Section 3-6-10 of the LDC, which is the section of your LDC that provides the standards for Guest/Dude Ranch uses.
- On March 10, 2026, the application was heard by the PZC. At that meeting, the PZC deliberated on the application, but decided to continue the matter.
- On March 24, 2026, the PZC took the application up again and voted to recommend denial.
- On April 27, 2026, the application came before the BOCC at a public hearing. The BOCC tabled the application and directed the applicant to make revisions to the code amendment and resubmit for another BOCC hearing. Following this meeting, Commissioner Powers provided a bullet point list of items to consider for the revisions.

- On May 22, 2026, the applicant submitted revised amendment language to capture the BOCC's comments from the April 27 hearing.
- On August 11, 2026, the PZC held a second public hearing on the application and voted to recommend approval of the amendment with some recommended modifications, which are detailed in Section II below.

Now the application is back before the BOCC, which is the final decision maker on an application to amend the LDC.

II. PZC's Recommendation.

At the PZC's August 11 hearing, its recommendation of approval included five proposed modifications to the LDC amendment. Each of modifications are listed below in **bold**, and the applicant's response is in red.

1. **The uses are divided into Dude Ranch maintaining the current Dude/Guest Ranch code and Guest Ranch which adopts the proposed changes**;

   If the BOCC wants to create two separate uses, the applicant does not object so long as one of the uses embodies the revisions requested in this application. This could be achieved after this pending ordinance amendment is adopted.

2. **The density is reduced to 45 rooms or 90 bed maximum**;

   The proposed amendment has been revised since the April 27 BOCC meeting to address the BOCC's comments. The BOCC's deliberations in April made it clear a unit-based measurement was preferred over a total occupancy number to make future approvals and enforcement clearer.[1] The proposed amendment includes a limit of 3 guest units per acre or a maximum of 60 total guest units. A "guest unit" means a room, tiny home, yurt, tent, tipi, RV, or other similar lodging designed to accommodate 2 people. For example, 1 guest unit could be a room in a lodge with a queen bed or a yurt with two twin beds.

3. **EIS & TIS have established thresholds as to when they are required**;

   Adding thresholds for requiring an environmental impact statement (EIS) or a traffic impact statement (TIS) is not needed because the LDC already requires the applicant to show roadways are sufficient and wildlife impacts are mitigated.

   Currently, the LDC allows Guest/Dude Ranches as a limited use in the LA-35 and FH-10 zones, and as a special use in the RA-35, FH-20, and RR-20 zones. During this LDC amendment process, your planning staff has proposed to amend the County's Use Table so that Guest/Dude Ranches are only allowed with a special use permit ("**SUP**"). The applicant supports this change. Because all future Guest/Dude Ranch uses will be subject to the SUP process, each proposed project will have to show, among other things, that: (i) the project is supported by "sufficient public services" including roads;

[1] See BOCC Public Hearing Video for April 27, 2026 "**Video**" at 2:48:35 (https://pub-tetoncounty.escribemeetings.com/Meeting.aspx?Id=ec0bcc7b-678d-4220-bad7-07d178445f2c&Agenda=PostMinutes&lang=English&Item=28&Tab=attachments)

and (ii) adverse impacts will be mitigated or offset.[2] Also, the new Guest/Dude Ranch code language provides: "wildlife mitigation shall be addressed through the special use permit process."

The applicant should be able to show compliance with these standards in any way necessary. Imposing specific thresholds is not beneficial. It could be detrimental in an instance where a proposed Guest/Dude Ranch project does not meet the thresholds, but a study is needed to ensure roadways are safe or wildlife impacts are mitigated.

4. **Open space be limited to 60% minimum**; **and**

   The applicant has set the amount of required open area at 50%, which is consistent with the BOCC's directives at the April 27 hearing.[3]

5. **Provisions for employee housing units are adopted.**

   If the BOCC would like to allow for guest units within a Guest/Dude Ranch to be used as employee housing, the applicant does not object.

III. Approving an LDC Amendment Is in the BOCC's Discretion.

Idaho Law gives the BOCC the power to adopt and amend a zoning code under the Local Land Use Planning Act.[4] The BOCC's adoption or amendment of Teton County's zoning code is a legislative function.[5] The Idaho Supreme Court has stated: "It is beyond dispute that the promulgation or enactment of general zoning plans and ordinances is legislative action."

Section 4-4 of the LDC establishes *procedures* for amendments to both the comprehensive plan and the LDC. Section 4-4 allows the BOCC to exercise its legislative discretion to amend the LDC at any time and without any specific standards or approval criteria so long as the amendment is adopted through the noticed public hearing process.[6] Subsection (F) of Section 4-4, which is attached as Exhibit A, identifies review criteria specific to "an application to amend the ***comprehensive plan***."[7] The review criteria listed in Subsection (F) expressly refer to "*comprehensive plan*" amendments. Nowhere in Subsection (F), or elsewhere in Section 4-4, does the LDC require the BOCC to base its decision to amend the LDC on the review criteria in Subsection (F). To Subsection (F) as applying to both comprehensive plan and LDC amendments would ignore the plain language of Subsection (F) and read the phrase "to amend the *comprehensive plan*" out of the code.[8] It would also ignore the BOCC's legislative authority to

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[2] LDC § 4-8(E)(4) and (6).
[3] Video at 2:52:35.
[4] Idaho Code § 67-6511.
[5] *Cooper v. Bd. of Cnty. Comm'rs of Ada Cnty.*, 101 Idaho 407, 409, 614 P.2d 947, 949 (1980); *see also Citizens Against Linscott/Interstate Asphalt Plant v. Bonner Cnty. Bd. of Commissioners*, 168 Idaho 705, 716, 486 P.3d 515, 526 (2021).
[6] Idaho Code § 67-6511; *see also* LDC § 1-6-B-1(c) ("The BoCC will adopt and maintain the LDC pursuant to the notice and procedural requirements set forth in the Planning Act regarding adoption of a zoning ordinance and districts.").
[7] LDC § 4-4(F).
[8] "The rules of statutory construction apply to the interpretation of local ordinances. If the language of an ordinance is unambiguous, the ordinance will be given its plain meaning." *Jasso v. Camas Cnty.*, 151 Idaho 790, 798, 264 P.3d 897, 905 (2011).

amend the LDC as permitted by LLUPA. The plain language requiring the Subsection (F) review criteria to apply only to comprehensive plan amendments makes sense because LLUPA expressly requires land use jurisdictions to adopt a comprehensive plan that considers 18 components prior to adoption or amendment.[9]

In summary, if the BOCC wants to amend the LDC, all that is required is properly noticed public hearing. However, if the Board believes Section 4-4(F) of the LDC provides a meaningful framework for analyzing a code amendment, it is free to apply the standards, but it is not ***required*** to.

IV. Conclusion.

The applicant has revised the proposed Guest/Dude Ranch amendment in a manner that implements the BOCC's deliberations. The BOCC is free to adopt the LDC amendment as part of its legislative powers and no specific review criteria apply. The proposed amendment is a step in the right direction to implement Teton County's Policy 1.7 of the comprehensive plan, to "support the expansion of recreational, cultural, and entertainment options that would improve the visitor experience and boost economic development." Finally, we want to thank planning staff, the PZC, and the BOCC for all of the time devoted to this amendment.

Sincerely,

s/Jeffrey W. Bower

[9] Idaho Code § 67-6508(a)-(r).

Exhibit A – Section 4-4(F) of the LDC

F. Review Criteria

1. The recommendations of the PZC and the final decision of the BoCC on an *application* to amend the *comprehensive plan*, will be based on the following criteria:
   a. The *comprehensive plan* amendment corrects an error or meets the challenge of some changing condition, trend, or fact.
   b. The *comprehensive plan* amendment is in response to changes in state law, as established through amendments to the Idaho Statutes or by court decision.
   c. The amendment does not have the effect of creating a regulatory taking under Idaho or federal law.
   d. The *comprehensive plan* 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 a particular point in time.
   e. The proposed change is consistent with policies of the *comprehensive plan*, the requirements of the Planning Act, and state and federally mandated uses .
   f. The *comprehensive plan* amendment substantially conforms to the stated purpose and intent of the LDC.
   g. The *comprehensive plan* amendment will not have a demonstrable adverse impact on the natural environment, including air, water, noise, stormwater management, wildlife, scenic corridor views, and vegetation.
   h. The *comprehensive plan* amendment will not have a demonstrable adverse impact on existing conforming *development* patterns, standards or zoning regulations.
   i. The *comprehensive plan* amendment will not have a demonstrable adverse impact on delivery by any jurisdiction or agency providing public services in the County, including school districts.

RTP Grant – Acceptance of Matching Funds from Teton Valley Parks & Recreation District

Teton County previously received approval for an Idaho Department of Parks and Recreation Recreational Trails Program (RTP) grant for access improvements at the **Buxton River Park**. The grant requires Teton County to provide **$38,038.60 in matching funds**.

In November 2025, the County requested $10,000 from the Teton Valley Parks & Recreation District toward the required match. After establishing the Teton County/Teton Valley Parks & Recreation District Joint Powers Agreement and Joint Powers Board, the County requested that the District provide the remaining $28,038.60.

The Teton Valley Parks & Recreation District Board of Directors has approved providing **$38,038.60 in total matching funds** for the RTP grant.

The purpose of this agenda item is to authorize Teton County's acceptance of the $38,038.60 contribution from the Teton Valley Parks & Recreation District as the required local match for the previously approved RTP grant for access improvements at Buxton River Park.

Suggested Motion

I move to accept the $38,038.60 contribution from the Teton Valley Parks & Recreation District as the required matching funds for Teton County's previously approved RTP grant for access improvements at Buxton River Park, and authorize the appropriate County officials to execute the necessary documents.

Wildlife Advisory Committee Recommendations for Teton County Recreation Master Plan Revision

The Teton County Wildlife Advisory Committee appreciates the opportunity to submit recommendations for the Recreation Master Plan revision. We strongly support the essential goal of balancing the utilization of our natural resources for recreation with the necessary protection of our wildlife and their habitats. This aligns with the core 'natural resources and outdoor recreation' vision statement in the Teton County Comprehensive Plan: "Preserve natural resources and a healthy environment, which is essential for creating viable future economic and recreational opportunities for all users" (Chapter 5, Teton County Comprehensive Plan). It also supports the 2024 Teton County Idaho Economic Plan to "coordinate and balance recreation with wildlife and resource protection."

During our recent meeting with Harmony Design and the Recreation District, we learned that this revision effort will function as a high-level inventory of current facilities and a needs assessment of recreation gaps. We believe this is a foundational step towards a future master plan, which would typically incorporate additional elements such as core values, guiding principles for how recreation interacts with wildlife, working lands, and neighboring jurisdictions, and a public process that engages the many entities with a stake in Teton Valley's landscape. The assessment and inventory represent valuable work, and we want to see the effort succeed. With this in mind, we would like to suggest that the Recreation District consider incorporating into the inventory and assessment the following ecological safeguards that will help protect our valley's natural resources and balance the needs of wildlife and recreational enjoyment:

- Infrastructure Siting, Habitat Health, and Connectivity
    - Direct development and human activity away from sensitive areas.
    - Avoid establishing new recreational access points in intact, largely unfragmented habitat, including migration routes, winter range, parturition and nesting areas, and habitat important to federally protected and state-recognized Species of Greatest Conservation Need.
    - Prioritize the siting and development of new recreational infrastructure in locations that minimize habitat loss or fragmentation and actively preserve established wildlife corridors and important habitat.
    - Impacts to wildlife should be considered and balanced with recreational use when considering improvement of existing infrastructure (e.g., larger parking lots).
    - Consult with state and federal wildlife management agencies, as well as local conservation entities, prior to the design phase and after construction when developing recreational access or improving existing infrastructure in Teton County.

- Data-Driven Evaluation & Baselines
    - Integrate comprehensive, localized biological data and habitat monitoring into the evaluation and approval process for all proposed recreational developments or expansions. Include pre- and post-project ecosystem assessments.
    - Collaborate with local and regional conservation and wildlife experts to establish ecological baselines so that impacts can be appropriately addressed.

- Adaptive Management & Seasonal Protections
    - Implement adaptive management strategies across public access points and trail networks, utilizing seasonal closures and usage thresholds to protect migration routes, important winter range, calving areas, and nesting habitats during biologically vulnerable periods.
    - Design recreation management frameworks to be responsive to ecological changes, ensuring that access can be modified if negative impacts to local ecosystems are observed.
    - Ensure that recreational users are in compliance with utilization rules aimed at preserving wildlife and habitat.
    - Require site-specific ecological mitigation strategies at all recreational sites, ensuring that protective measures—such as strict physical setbacks, seasonal closures, and invasive species treatments—are integrated into the site's ongoing management.

- Riparian & Aquatic Ecosystem Safeguards
    - Drawing on expert knowledge, establish clear design standards and protective setbacks for all river access improvements and pathway expansions to conserve the ecological health of riparian zones.
    - Balance the development of water-based recreation with the behavioral and ecological needs of river-associated wildlife and the preservation of bank stability and critical aquatic habitats.

Ultimately, integrating these principles and safeguards into the ongoing recreation planning ensures that Teton County's recreational expansion enhances, rather than compromises, the natural assets that define our valley. It also ensures smooth project implementation, reducing time to completion and costs. We view these recommendations not as a final submission, but hopefully as the foundation for an ongoing collaboration. As your team moves from this initial assessment into drafting specific policies and strategies, the Wildlife Advisory Committee looks forward to providing more input and assistance.

Best regards,
Teton County Wildlife Advisory Committee
Kathleen O'Neil, Chair

September 14, 2026

Idaho Department of Environmental Quality
Attn: Felt Hydroelectric Project §401 Certification
900 N. Skyline Drive, Suite B
Idaho Falls, Idaho 83402

RE: Felt Hydroelectric Project, FERC No. P-5089 — Draft §401 Water Quality Certification

Dear Idaho Department of Environmental Quality:

The Teton County Board of County Commissioners appreciates the opportunity to provide comments on the Idaho Department of Environmental Quality's draft Section 401 Water Quality Certification for the Felt Hydroelectric Project.

The Felt Hydroelectric Project has operated on the Teton River for many years and is an established component of the local energy infrastructure. Teton County recognizes the value of maintaining reliable energy resources while also protecting the Teton River's water quality, recreation opportunities, public safety, and other beneficial uses.

The County supports continued operation of the existing project provided that applicable water-quality standards and other legal requirements are met.

Water Quality and Beneficial Uses

The Teton River provides important beneficial uses for Teton County residents and visitors, including recreation, wildlife habitat, aesthetics, and aquatic resources.

The County supports DEQ's evaluation of the project's potential effects on applicable water-quality standards and beneficial uses. We also support appropriate monitoring and management measures that provide reasonable assurance that those uses will continue to be protected.

DEQ's draft certification identifies temperature, dissolved oxygen, and sedimentation as the principal pollutants of concern. The County supports the proposed measures addressing these issues and appreciates DEQ's consideration of available monitoring data in determining whether project operations are contributing to water-quality impacts.

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Monitoring and Adaptive Management

The County supports the use of monitoring and adaptive management where additional information is necessary to determine whether project operations are resulting in measurable impacts to water quality.

When monitoring demonstrates a specific project-related impact to a protected beneficial use, the County supports considering reasonable measures to address that impact.

Conversely, the County believes that substantial new operational or structural requirements should be supported by site-specific evidence demonstrating a meaningful relationship between the proposed requirement and a project-related water-quality impact.

This approach provides an opportunity to address demonstrated impacts while avoiding unnecessary requirements where the available evidence does not establish a project-related cause.

Sediment Management

The County supports the proposed requirement for appropriate sediment-control and management measures before removing or otherwise disturbing accumulated sediment within the project impoundment.

Because substantial sediment has accumulated within the impoundment, future sediment-management activities should be carefully planned to minimize downstream turbidity, sediment transport, erosion, and impacts to water quality.

The County encourages coordination among DEQ, FERC, Fall River Rural Electric Cooperative, and other appropriate agencies before undertaking significant sediment-management activities.

Recreation and Public Safety

The Teton River is an important recreational resource for Teton County residents and visitors.

The County supports maintaining reasonable public access associated with the project and appreciates the proposed improvements to the portage and recreation access trail.

The County also supports appropriate public-safety measures, including warning systems designed to alert river users to sudden changes in project flows.

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Coordination with FERC and Other Agencies

The County recognizes that the Felt Hydroelectric Project is subject to several overlapping regulatory and resource-management processes.

The County encourages continued coordination among DEQ, FERC, Fall River Rural Electric Cooperative, Idaho Fish and Game, and other appropriate agencies so that project requirements are consistent, practical, and based on the respective authorities and expertise of the agencies involved.

Proportionality and Continued Operation

Finally, the County encourages the agencies involved in relicensing to consider the nature of the existing facility when establishing new requirements.

The Felt Project is an existing run-of-river hydroelectric facility. The current license proposal generally continues existing operations rather than proposing a substantial expansion.

The County therefore believes new requirements should be proportionate to demonstrated impacts, technically feasible, reasonably related to protecting identified beneficial uses, and supported by sound scientific and technical information.

Teton County appreciates DEQ's consideration of these comments and supports continued coordination among the agencies and stakeholders involved in the relicensing process.

Thank you for considering Teton County's comments.

Sincerely,

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Commissioner

Commissioner

150 Courthouse Drive | Driggs, Idaho 83422 | T: 208-354-2593 | tetoncountyidaho.gov

Teton County Commissioners

150 Courthouse Drive | Driggs, ID 83422 | bocc@tetoncountyidaho.gov

September 14, 2026

Mayor and Council
City of Victor
[address redacted] Suite 201
[address redacted]

Dear Mayor Muncaster and Councilors,

The Teton County Board of County Commissioners fully supports the adoption of the two easements connecting the AJ Linnell Trail to the adjacent BLM lands. Securing legal access to public lands is highly valued across our community, and opportunities to formally establish such access are rare. Teton Valley residents deeply appreciate outdoor recreation, and Victor residents in particular will benefit from this enhanced proximity to public lands.

The new trails accessed by these easements have been adopted in a revised BLM travel plan, which underwent the full Environmental Assessment (EA) process mandated by NEPA. Trails to connect to a proposed Fox Creek trailhead are not included in that Travel Plan update, and should require their own EA.

We also support the proposed Memorandum of Understanding (MOU) between the City of Victor, Mountain Bike Tetons (MBT), and Teton Valley Trails and Pathways (TVTAP). The trails accessible via these new easements will replace an informal network of user-created trails, providing structured stewardship, predictable maintenance, and improved environmental oversight.

Accordingly, we respectfully ask that you accept the public access easements connecting the AJ Linnell Trail to adjacent BLM lands and approve the MOU for ongoing stewardship and management.

Thank you for your service and consideration of our views.

Sincerely,

Brad Wolfe
Chairman

Ron James
Commissioner

Dan Powers
Commissioner

MEMORANDUM OF AGREEMENT

BETWEEN

BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE DISTRICT 6 JUVENILE DETENTION CENTER) AND COUNTY OF TETON, STATE OF IDAHO

THIS AGREEMENT is made and executed this _____ day of _____, 2026, by and between the County of Bannock, State of Idaho, and the County of Teton, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

WITNESSETH

WHEREAS, Teton County is authorized by law to provide maintenance for children for emergency and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

WHEREAS, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Teton County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), HEREBY AGREE:

1. Bannock County will allow male and female juvenile offenders under the jurisdiction or control of Teton County (hereinafter "Juveniles") to be temporarily housed at the District 6 Juvenile Detention Center and will treat all such Juveniles in the same manner as other

Juveniles housed at the center in accordance with the rules, regulations, and policies of the District 6 Juvenile Detention Center.

2. a. **Placement with Court Order**. Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Teton County by contacting the District 6 Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions**. Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Bannock County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Teton County will be responsible for assuming custody and transporting the Juvenile from the Center to Teton County.

c. **Criminal Act Requirement**. The District 6 Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Information**. Teton County agrees to provide the District 6 Juvenile Detention Center with relevant information concerning a Juvenile’s Social History for

purposes of intake, classification supervision, and care for all post adjudicated juveniles housed in the District 6 Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse history. When necessary, the District 6 Detention Center may request a Social History Report approved pursuant to Juvenil Rule 17 B. If a Juvenile is detained pre-adjudicatory, Teton County agrees to provide the District 6 Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the District 6 Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The District 6 Juvenile Detention Center agrees to keep all such Social History confidential.

3. Teton County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Teton County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the District 6 Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Teton County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the District 6 Juvenile Detention Center and that all Juveniles shall be delivered by Teton County, at its expense, to the doors of the District 6 Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the District 6 Juvenile Detention Center shall be short and temporary.

5. Teton County agrees to pay to Bannock County the sum of Four Hundred Fifty and No/ 100 Dollars ($450.00) per day for each Juvenile housed in the District 6 Juvenile Detention

Center under this separate Agreement. A day will be defined as any period of time in which a Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The District 6 Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Jefferson County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Teton County Juveniles:

a. That are charged solely with a Status Offense(s), with no pending criminal offense; or

b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the District 6 Juvenile Detention Center; or

c. That have medical conditions or injuries requiring immediate medical treatment; or

d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to District 6 Juvenile Detention Center employees.

7. When the District 6 Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties will be released to the custody of the responsible

county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The District 6 Juvenile Detention Center agrees to certify to Bannock County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the District 6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Teton County or its attorney at all reasonable times.

9. Neither the District 6 Juvenile Detention Center nor Teton County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The District 6 Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the District 6 Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. No officer, agent, or employee of Bannock, or Teton Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

12. This Agreement shall be in effect from October 1, 2026, until September 30, 2027. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

13. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by Teton County or the District 6 Juvenile Detention Center for the purpose directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF BANNOCK COUNTY COMMISSIONERS

By: _____
Jeff Hough, Chair of the Board

By: _____
Ernie Moser, Commissioner

By: _____
Ken Bullock, Commissioner

ATTEST: _____
Jason Dixon, Bannock County Clerk

BOARD OF TETON COUNTY COMMISSIONERS

By: _____
Brad Wolfe, Chair of the Board

By: _____
Dan Powers, Commissioner

By: _____
Ron James, Commissioner

ATTEST: _____
Kim Keeley, Teton County Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

BONNEVILLE, BINGHAM, BUTTE COUNTIES, STATE OF IDAHO (REPRESENTING THE

3 B JUVENILE DETENTION CENTER) AND

COUNTY OF TETON, STATE OF IDAHO

THIS AGREEMENT is made and executed this 1st day of October 2026, by and between the 3 B JUVENILE DETENTION CENTER, by and through THE BOARD OF 3 B DETENTION CENTER, as created by a Joint Power Agreement and Operation between Bonneville County, Bingham County and Butte County, a joint public entity, and Teton County, by and through, the Teton County Board of County Commissioners, a public body in the State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

WITNESSETH

WHEREAS Teton County is authorized by law to provide maintenance for children for emergencies and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

WHEREAS, as required by law, 3 B Detention operates a detention facility for the temporary detention and maintenance of children (hereinafter "3 B Juvenile Detention Center").

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable considerations, Teton County and 3 B Juvenile Detention (in its own capacity and on behalf of the 3 B Juvenile Detention Center), HEREBY AGREE:

1. 3 B Juvenile Detention will allow male and female juvenile offenders under the jurisdiction or control of Teton County (hereinafter "Juveniles") to be temporarily housed at the 3

B Juvenile Detention Center and will treat all such Juveniles in the same manner as other Juveniles housed at the center in accordance with the rules, regulations, and policies of the 3 B Juvenile Detention Center.

2. a. **Placement with Court Order**. Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Teton County by contacting the 3 B Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions**. Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Teton County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Teton County will be responsible for assuming custody and transporting the Juvenile from the Center to Teton County.

c. **Criminal Act Requirement**. The 3 B Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, watercraft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

Social History Information. Teton County agrees to provide 3 B Juvenile Detention Center with relevant information concerning a Juvenile's Social History for purposes of intake, classification, supervision, and care for all post adjudicated juveniles housed in the 3B Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse issues. When necessary, the Detention Center may request a Social History Report approved pursuant to Juvenile Rule 17B. If a Juvenile is detained pre-adjudicatory, Teton County agrees to provide the 3 B Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the 3 B Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The 3 B Juvenile Detention Center agrees to keep all such Social History confidential.

3. Teton County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Teton County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the 3 B Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Teton County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the 3 B Juvenile Detention Center and that all Juveniles shall be delivered by Teton County, at its expense, to the doors of the 3 B Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the 3 B Juvenile Detention Center shall be short and temporary.

5. Teton County agrees to pay to the 3 B Juvenile Detention Center the sum of Four Hundred Fifty and No/ 100 Dollars ($450.00) per day for each Juvenile housed in the 3 B Juvenile Detention Center under this separate Agreement. A day will be defined as any period of time in

which Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The 3 B Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Teton County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bonneville, Butte, or Bingham Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Teton County Juveniles:

a. That are charged solely with a Status Offense(s), with no pending criminal offense; or

b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the 3 B Juvenile Detention Center; or

c. That have medical conditions or injuries requiring immediate medical treatment; or

d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to 3 B Juvenile Detention Center employees.

7. When the 3 B Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bonneville, Butte, and Bingham Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those

considerations shall be at the sole discretion of, and shall be determined by, the Director of the 3 B Juvenile Detention Center or his designee.

8. The 3 B Juvenile Detention Center agrees to certify at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the 3 B Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of TETON County or its attorney at all reasonable times.

9. Neither the 3 B Juvenile Detention Center nor TETON County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The 3 B Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the 3 B Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. No officer, agent, or employee of 3 B JUVENILE DETENTION shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

12. This Agreement shall be in effect from October 1, 2026, until September 30, 2027. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination. In the event of any legal action or litigation between the parties, the same shall occur only in Bonneville County.

13. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by TETON County or the 3 B Juvenile Detention Center for purposes directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF 3 B JUVENILE DETENTION CENTER

By: _____
Drew Jensen, Bingham County Commissioner

By: _____
Karl Casperson, Chair Bonneville County Commissioner

By: _____
Blake Van Etten, Butte County Commissioner

ATTEST: _____
Chris Poulter, Bonneville County Clerk

BOARD OF TETON COUNTY COMMISSIONERS

By: _ _____
Chair of the Board Brad Wolfe

By: _____
Commissioner Dan Powers

By: _____
Commissioner Ron James

ATTEST: _____
County Clerk Kim Keeley

MARKET VALUATION REPORT

Prepared for INTERMOUNTAIN CLAIMS INC.

REPORT SUMMARY

CLAIM INFORMATION

Owner	Unknown, Unknown Rexburg, ID 83440
Loss Vehicle	2024 Toyota Tacoma 4WD SR5 Double Cab Automatic w/5' Bed
Loss Incident Date	08/04/2026
Claim Reported	08/13/2026

INSURANCE INFORMATION

Report Reference Number	132739146
Claim Reference	25622
Adjuster	Bentley, John
Appraiser	Hickcox, John
Odometer	78,000
Last Updated	08/13/2026 09:23 PM

VALUATION SUMMARY

Base Vehicle Value	**$ 30,941.00**
Adjusted Vehicle Value	**$ 30,941.00**
Total	**$ 30,941.00**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by INTERMOUNTAIN CLAIMS INC..

Loss vehicle has 127% greater than average mileage of 34,300.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology..... 2
Vehicle Information..... 3
Vehicle Condition..... 6
Previous Valuation..... 7
Comparable Vehicles..... 9
Valuation Notes..... 17
Supplemental Information..... 18

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VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

INTERMOUNTAIN CLAIMS INC. has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES



When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

Because the loss vehicle was recently valued, the comparable vehicle(s) were added for informational purposes and were not used to determine the Base Vehicle Value.

CALCULATE BASE VEHICLE VALUE



The Base Vehicle Value is based on CCC's recent previous valuation of this vehicle reflecting the current inspection information provided by INTERMOUNTAIN CLAIMS INC.. Adjustments may have been made where the current information differs from that provided to CCC regarding the previous valuation, such as differences in mileage, options, and additional equipment. Dollar adjustments are based upon market research.

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VEHICLE INFORMATION

VEHICLE DETAILS

Location	REXBURG, ID 83440
VIN	3TMLB5JN0RM052530
Year	2024
Make	Toyota
Model	Tacoma 4WD
Trim	SR5
Body Style	Double Cab Automatic w/5' Bed
Body Type	Shortbed Pickup
Engine -	
Cylinders	4
Displacement	2.4L
Induction	Turbocharged
Fuel Type	Gasoline
Carburation	Port/Direct Injection
Transmission	Automatic Transmission 4 Wheel Drive
Curb Weight	4485 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	78,000	
Transmission	Automatic Transmission	✓
	4 Wheel Drive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
Decor/Convenience	Air Conditioning	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
	Message Center	✓
	Remote Starter	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓

To the left is the equipment of the loss vehicle that INTERMOUNTAIN CLAIMS INC. provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

Additional Equipment that is not Standard but was noted to be on the loss vehicle.

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Backup Camera	✓
	Communications System	✓
	Hands Free	✓
	Xenon Or L.E.D. Headlamps	✓
	Traction Control	✓
	Stability Control	✓
	Intelligent Cruise	✓
	Lane Departure Warning	✓
	Blind Spot Detection	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	✓
	Privacy Glass	✓
	Fog Lamps	✓
	Clearcoat Paint	✓
Other - Trucks	Rear Step Bumper	✓
	Trailer Hitch	✓
	Trailering Package	✓
	Bedliner	✓
	California Emissions	✓

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VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
Mechanical	MODERATE WEAR		$ 0
Tires	MODERATE WEAR		$ 0
Paint	MODERATE WEAR		$ 0
Body	MODERATE WEAR		$ 0
Glass	MODERATE WEAR		$ 0
Interior	MODERATE WEAR		$ 0
Total Condition Adjustments			**$ 0**

INTERMOUNTAIN CLAIMS INC. uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Moderate Wear condition. These dollar adjustments are based upon interviews with dealerships across the United States.

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Previous Valuation

Options	Loss Vehicle	Previous Valuation 1
Odometer	78,000	84,441
Automatic Transmission	✓	✓
4 Wheel Drive	✓	✓
Power Steering	✓	✓
Power Brakes	✓	✓
Power Windows	✓	✓
Power Locks	✓	✓
Power Mirrors	✓	✓
Air Conditioning	✓	✓
Climate Control	✗	✓
Tilt Wheel	✓	✓
Cruise Control	✓	✓
Rear Defogger	✓	✓
Intermittent Wipers	✓	✓
Console/Storage	✓	✓
Overhead Console	✓	✓
Keyless Entry	✓	✓
Telescopic Wheel	✓	✓
Message Center	✓	✓
Remote Starter	✓	✓
Cloth Seats	✓	✓
Bucket Seats	✓	✓
AM Radio	✓	✓
FM Radio	✓	✓
Stereo	✓	✓
Search/Seek	✓	✓
Steering Wheel Touch Controls	✓	✓
Auxiliary Audio Connection	✓	✓
Satellite Radio	✓	✓
Aluminum/Alloy Wheels	✓	✓
Drivers Side Air Bag	✓	✓
Passenger Air Bag	✓	✓
Anti-lock Brakes (4)	✓	✓
4-wheel Disc Brakes	✓	✓
Front Side Impact Air Bags	✓	✓
Head/Curtain Air Bags	✓	✓
Backup Camera	✓	✓
Communications System	✓	✓
Hands Free	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓

Comp 1 Updated Date: 08/11/2026

2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection

VIN 3TMLB5JN0RM052530

Source Previous Valuation

[1]The **Condition Adjustment** sets that comparable vehicle to Moderate Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.

Previous Valuation means that the loss vehicle was recently valued. The details shown in this section reflect the odometer and any differences in vehicle configuration provided by the insurer as compared to the previous valuation. The loss vehicle is being valued based on this previous valuation, adjusted to reflect any differences in reported attributes.

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Previous Valuation

Options	Loss Vehicle	Previous Valuation 1
Traction Control	✓	✓
Stability Control	✓	✓
Intelligent Cruise	✓	✓
Lane Departure Warning	✓	✓
Blind Spot Detection	✓	✓
Dual Mirrors	✓	✓
Heated Mirrors	✓	✓
Privacy Glass	✓	✓
Fog Lamps	✓	✓
Clearcoat Paint	✓	✓
Rear Step Bumper	✓	✓
Trailer Hitch	✓	✓
Trailering Package	✓	✓
Bedliner	✓	✓
Soft Tonneau Cover	✗	✓
California Emissions	✓	✓
Value		$ 31,173
Adjustments:		
Options		- $ 125
Mileage		+ $ 546
Condition[1]		- $ 653
Adjusted Comparable Value		**$ 30,941**

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 1	**Comp 2	**Comp 3
Odometer	78,000	55,165	50,092	41,654
Automatic Transmission	✓	✓	✓	✓
[address redacted]	✗	✗	✓	✗
	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✗	✓	✗	✗
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Navigation System	✗	✗	✓	✗
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Remote Starter	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✗	✓	✓	✗
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Locking Wheels	✗	✗	✓	✗
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓

Comp 1 Updated Date: 06/29/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TYLB5JN1RT002630
Dealership Karl Malone Ford Hailey
Telephone [phone redacted]
Source Autotrader
Stock # H1906
Distance from Rexburg, ID
126 Miles - Hailey, ID

Comp 2 Updated Date: 07/14/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN2RM041724
Dealership Toyota Of Bozeman
Telephone [phone redacted]
Source Autotrader
Stock # T114471
Distance from Rexburg, ID
133 Miles - Bozeman, MT

Comp 3 Updated Date: 07/24/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN7RM072841
Dealership Denny Menholt Honda
Telephone [phone redacted]
Source Autotrader
Stock # RM072841
Distance from Rexburg, ID
133 Miles - Bozeman, MT

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 1	**Comp 2	**Comp 3
Backup Camera	✓	✓	✓	✓
Communications System	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Intelligent Cruise	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Blind Spot Detection	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Metallic Paint	✗	✗	✓	✓
Rear Step Bumper	✓	✓	✓	✓
Trailer Hitch	✓	✓	✓	✓
Trailering Package	✓	✓	✓	✓
Bedliner	✓	✓	✓	✓
California Emissions	✓	✓	✓	✓
List Price		$ 36,062	$ 35,990	$ 38,201
Adjustments:				
Options		- $ 150	- $ 550	
Mileage		- $ 1,936	- $ 2,425	- $ 3,492
Condition[1]		- $ 2,193	- $ 2,193	- $ 2,193
Adjusted Comparable Value		**$ 31,783**	**$ 30,822**	**$ 32,516**

Distance is based upon a straight line between loss and comparable vehicle locations.

[1]The **Condition Adjustment** sets that comparable vehicle to Moderate Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.

**Because the loss vehicle was recently valued, the comparable vehicle(s) were added for informational purposes and were not used to determine the Base Vehicle Value.

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 4	**Comp 5	**Comp 6
Odometer	78,000	47,691	61,513	46,213
Automatic Transmission	✓	✓	✓	✓
Overdrive	✗	✗	✓	✗
[address redacted]	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Remote Starter	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Locking Wheels	✗	✓	✓	✗
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera	✓	✓	✓	✓
Communications System	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓

Comp 4 Updated Date: 08/09/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN1RM038717
Dealership Jerry Seiner Gmc
Telephone [phone redacted]
Source Autotrader
Stock # 84069
Distance from Rexburg, ID
205 Miles - North Salt Lake, UT

Comp 5 Updated Date: 08/09/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TYLB5JN2RT002636
Dealership Ken Garff West Valley Chrysler Jeep Dodge Ram
Telephone [phone redacted]
Source Autotrader
Stock # RT002636W
Distance from Rexburg, ID
216 Miles - West Valley City, UT

Comp 6 Updated Date: 06/23/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TYLB5JN9RT002892
Dealership Autobahn Motors Corp
Telephone [phone redacted]
Source Autotrader
Stock # 4517
Distance from Rexburg, ID
205 Miles - North Salt Lake, UT

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 4	**Comp 5	**Comp 6
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Intelligent Cruise	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Blind Spot Detection	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Rear Step Bumper	✓	✓	✓	✓
Trailer Hitch	✓	✓	✓	✓
Trailering Package	✓	✓	✓	✓
Bedliner	✓	✓	✓	✓
California Emissions	✓	✓	✓	✓
List Price		$ 36,917	$ 36,152	$ 34,988
Adjustments:				
Mileage		- $ 2,693	- $ 1,398	- $ 2,871
Condition[1]		- $ 2,193	- $ 2,193	- $ 2,193
Adjusted Comparable Value		**$ 32,031**	**$ 32,561**	**$ 29,924**

Distance is based upon a straight line between loss and comparable vehicle locations.

[1]The **Condition Adjustment** sets that comparable vehicle to Moderate Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 7	**Comp 8	**Comp 9
Odometer	78,000	57,444	65,621	41,389
Automatic Transmission	✓	✓	✓	✓
[address redacted]	✗	✓	✗	✗
	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✗	✗	✗	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Remote Starter	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Locking Wheels	✗	✓	✗	✗
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera	✓	✓	✓	✓
Communications System	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓

Comp 7 Updated Date: 08/09/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TYLB5JN3RT002385
Dealership Ken Garff West Valley Chrysler Jeep Dodge Ram
Telephone [phone redacted]
Source Autotrader
Stock # RT002385W
Distance from Rexburg, ID
216 Miles - West Valley City, UT

Comp 8 Updated Date: 07/09/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN8RM021199
Dealership Keysy Inc
Telephone [phone redacted]
Source Autotrader
Stock # PG1059
Distance from Rexburg, ID
237 Miles - Pleasant Grove, UT

Comp 9 Updated Date: 08/12/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TYLB5JN9RT002374
Dealership Corwin Ford
Telephone [phone redacted]
Source Autotrader
Stock # 2002374
Distance from Rexburg, ID
236 Miles - Nampa, ID

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 7	**Comp 8	**Comp 9
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Intelligent Cruise	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Blind Spot Detection	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Rear Step Bumper	✓	✓	✓	✓
Trailer Hitch	✓	✓	✓	✓
Trailering Package	✓	✓	✓	✓
Bedliner	✓	✓	✓	✓
California Emissions	✓	✓	✓	✓
List Price		$ 36,366	$ 33,698	$ 35,989
Adjustments:				
Mileage		- $ 1,743	- $ 1,050	- $ 3,531
Condition[1]		- $ 2,193	- $ 2,193	- $ 2,193
Adjusted Comparable Value		**$ 32,430**	**$ 30,455**	**$ 30,265**

Distance is based upon a straight line between loss and comparable vehicle locations.

[1]The **Condition Adjustment** sets that comparable vehicle to Moderate Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 10	**Comp 11	**Comp 12
Odometer	78,000	47,627	47,365	51,137
Automatic Transmission	✓	✓	✓	✓
4 Wheel Drive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✗	✓	✗	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Heated Steering Wheel	✗	✗	✗	✓
Message Center	✓	✓	✓	✓
Home Link	✗	✗	✗	✓
Remote Starter	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Heated Seats	✗	✗	✗	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✗	✗	✗	✓
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Locking Wheels	✗	✓	✗	✗
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓

Comp 10 Updated Date: 07/29/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN1RM016927
Dealership Orem Toyota
Telephone [phone redacted]
Source Autotrader
Stock # U17655
Distance from Rexburg, ID
244 Miles - Orem, UT

Comp 11 Updated Date: 08/04/2026
2025 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/5' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN5SM090485
Dealership K & S Auto Sales
Telephone [phone redacted]
Source Dealer Ad
Distance from Rexburg, ID
136 Miles - Smithfield, UT

Comp 12 Updated Date: 08/05/2026
2024 Toyota Tacoma 4wd Sr5 Double Cab Automatic W/6' Bed 4 2.4l Gasoline Turbocharged Port/direct Injection
VIN 3TMLB5JN3RM000602
Dealership Tony Divino Toyota
Telephone [phone redacted]
Source Autotrader
Stock # LY0690
Distance from Rexburg, ID
183 Miles - Ogden, UT

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Distance is based upon a straight line between loss and comparable vehicle locations.

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COMPARABLE VEHICLES

Options	Loss Vehicle	**Comp 10	**Comp 11	**Comp 12
Backup Camera	✓	✓	✓	✓
Parking Sensors	✗	✓	✗	✓
Communications System	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Intelligent Cruise	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Blind Spot Detection	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Rear Window Wiper	✗	✓	✗	✗
Clearcoat Paint	✓	✓	✓	✓
Metallic Paint	✗	✓	✗	✗
Rear Step Bumper	✓	✓	✓	✓
Trailer Hitch	✓	✓	✓	✓
Trailering Package	✓	✓	✓	✓
Power Rear Window	✗	✗	✗	✓
Bedliner	✓	✓	✓	✓
California Emissions	✓	✓	✓	✓
List Price		$ 37,315	$ 34,971	$ 34,950
Adjustments:				
	Make/Model/Trim		- $ 1,225	
	Options	- $ 100		- $ 725
	Mileage	- $ 2,701	- $ 1,342	- $ 2,316
	Condition[1]	- $ 2,193	- $ 2,193	- $ 2,193
Adjusted Comparable Value		**$ 32,321**	**$ 30,211**	**$ 29,716**

[1]The **Condition Adjustment** sets that comparable vehicle to Moderate Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.

**Because the loss vehicle was recently valued, the comparable vehicle(s) were added for informational purposes and were not used to determine the Base Vehicle Value.

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VALUATION NOTES

This Market Valuation Report has been prepared exclusively for use by INTERMOUNTAIN CLAIMS INC., and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

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SUPPLEMENTAL INFORMATION

NHTSA VEHICLE RECALL

The National Highway Traffic Safety Administration has issued 4 safety related recall notices that may apply to the above valued vehicle.

NHTSA Campaign ID : 24V548000

Mfg's Report Date : JUL 22, 2024

Component : EQUIPMENT:OTHER:LABELS

Potential Number Of Units Affected : 33848

Summary : Gulf States Toyota, Inc. (GST) is recalling certain Toyota 2023 GR Supra, 2024 4 Runner, Corolla, Grand Highlander, Grand Highlander Hybrid, Land Cruiser Hybrid, Tacoma, Tacoma Hybrid, 2023-2024 BZ4X, Corolla Cross Hybrid, GR Corolla, GR86, Highlander, Highlander Hybrid, Prius, Prius Prime, Sequoia Hybrid, Tundra, Tundra Hybrid, Venza Hybrid, 2023-2025 Crown, and 2025 Camry Hybrid vehicles equipped with GST accessories. The load carrying capacity modification label may display inaccurate added weight values. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 110, "Tire Selection and Rims."

Consequence : A vehicle with an incorrect maximum capacity weight value may be overloaded, which can increase the risk of a crash.

Remedy : GST will mail new labels to owners, free of charge. Owner notification letters were mailed September 16, 2024. Owners may contact GST customer service at 1-800-444-1074. GST's number for this recall is 24R2.

Manufacturer Recall No. : 24R2

NHTSA Campaign ID : 25V058000

Mfg's Report Date : FEB 05, 2025

Component : SERVICE BRAKES, HYDRAULIC:FOUNDATION COMPONENTS:HOSES, LINES/PIPING, AND FITTINGS

Potential Number Of Units Affected : 221846

Summary : Toyota Motor Engineering & Manufacturing (Toyota) is recalling certain 2024-2025 Tacoma 4-wheel drive vehicles. The rear brake hoses can be damaged if mud and dirt builds up inside the rear wheels. This can result in a brake fluid leak.

Consequence : A brake fluid leak can reduce braking ability and increase the risk of a crash.

Remedy : Dealers will replace both rear brake hoses, free of charge. Owner letters were mailed August 1, 2025. Owners may contact Toyota's customer service at 1-800-331-4331. Toyota's numbers for this recall are 25TB04 and 25TA04.

Dates Of Manufacture : DEC 13, 2023 to JAN 16, 2025

Manufacturer Recall No. : 25TB04 / 25TA04

NHTSA Campaign ID : 25V595000

Mfg's Report Date : SEP 10, 2025

Component : ELECTRICAL SYSTEM: INSTRUMENT CLUSTER/PANEL

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SUPPLEMENTAL INFORMATION

Potential Number Of Units Affected : 591377

Summary : Toyota Motor Engineering & Manufacturing (Toyota) is recalling certain 2023-2024 Toyota Venza, 2023-2025 RAV4 Prime, RAV4, Highlander, GR Corolla, Crown, 2024-2025 Lexus TX, LS, Toyota Tacoma, Grand Highlander, and 2025 Lexus RX, Toyota Crown Signia, Camry, RAV 4 Plug-in Hybrid (PHEV), and 4 Runner vehicles. Due to an error in the instrument panel software at vehicle startup, the instrument panel may fail to display vehicle speed, brake system, and tire pressure warning lights.

Consequence : An instrument panel display that does not show critical information can increase the risk of a crash or injury.

Remedy : Dealers will update the instrument panel software over-the-air (OTA) for non-PHEV vehicles, free of charge. For PHEV vehicles, dealers will inspect the instrument panel assembly, and either replace it, or update the software, free of charge. Owner letters were mailed December 5, 2025. Additional letters will be sent, anticipated in May 2026. This is a phased recall. Owners may contact Toyota's customer service at 1-800-331-4331. Toyota's numbers for this recall are 25TB08 and 25TA08. Lexus' numbers for this recall are 25LB05 and 25LA05.

Dates Of Manufacture : DEC 13, 2023

Manufacturer Recall No. : See Part 573 Report

NHTSA Campaign ID : 26V179000

Mfg's Report Date : MAR 23, 2026

Potential Number Of Units Affected : 8230

Summary : Toyota Motor Engineering & Manufacturing (Toyota) is recalling certain 2024-2025 Toyota Tundra, Tacoma Hybrid, Tacoma, RAV4 Hybrid, Land Cruiser Hybrid, Lexus GX550, 2024-2026 Tundra Hybrid, 2025 Sequoia Hybrid, Crown Signia, Grand Highlander, Lexus TX500 Hybrid, Lexus NX350 Hybrid, 2025-2026 Grand Highlander Hybrid, and Lexus TX350 vehicles. The load carrying capacity modification label may display inaccurate added weight values. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 110, "Tire Selection and Rims."

Remedy : Dealers will replace the load carrying capacity modification label, free of charge. Owner letters were mailed May 26, 2026. Owners may contact Toyota's customer service at 1-800-331-4331. Toyota's numbers for this recall are 26LB04, 26LA04, 26TB07, and 26TA07.

Dates Of Manufacture : SEP 02, 2024

Manufacturer Recall No. : See attached Part573

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TheBancorp™

Open-End Lease Schedule

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 1/7/2025, (the "**Master Lease Agreement**") between The Bancorp Bank, National Association (formerly known as the The Bancorp Bank) (Lessor) and Teton County (Lessee).

Date: 08/03/2026 Customer #: 29343 Unit #:

Year, Make & Model	Garaging Address
2026 Chevrolet Traverse LT 4D SUV AWD	150 Courthouse Dr Driggs ID 83422 Teton County
VIN:	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Mileage
			ID	/

Term & Frequency	4 Annual	**Security Deposit**	$0.00
Base Payment	$13,378.97	**Down Payment**	$0.00
Sales/Use Tax	$0.00	**Termination Value**	$1.00
Total Monthly Payment	$13,378.97	**Estimated Initial Tax & Tags**	
Interim Rent	$0.00		

Additional Terms and Conditions:

Disclaimers:

Lessee	Teton County	**Lessor**	The Bancorp Bank, National Association
Signature		**Signature**	
Title		**Title**	
Signature			
Title			

AGREEMENT NO. 32040

AGREEMENT FOR PATHOLOGY SERVICES BETWEEN TETON COUNTY AND ADA COUNTY

THIS AGREEMENT FOR PATHOLOGICAL SERVICES BETWEEN TETON COUNTY AND ADA COUNTY (the "Agreement") is made and entered into by Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (hereafter "Ada County"), and TETON County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (hereafter "TETON County").

WITNESSETH

WHEREAS, TETON County needs forensic pathology services and desires to contract with Ada County for such services;

WHEREAS, Ada County has forensic pathologists on staff who are qualified to provide pathology services to TETON County;

WHEREAS, this Agreement is being entered into pursuant to the statutory authority provided by Idaho Code §§ 31-801, 31-828, 19-4301 and 19-4301B.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I.
ADA COUNTY DUTIES AND OBLIGATIONS

A. Under this Agreement Ada County is only providing pathology and other preapproved requested services to the TETON County Coroner and all duties and responsibilities of the TETON County Coroner remain with the TETON County Coroner. The Ada County Coroner's Office will determine the cause of death consistent with the terms of this Agreement. Ada County is not obligated to fulfill any duty or responsibility of TETON County or the TETON County Coroner.

B. Ada County shall, upon written request from either the TETON County Coroner or the TETON County Prosecuting Attorney, perform postmortem examinations and related services, including, but not limited to, postmortem radiography, biological specimen preparation and court testimony, as are needed pursuant to the obligations imposed under Idaho law upon TETON County's Prosecuting Attorney and/or the TETON County Coroner. This written request must be submitted using the Autopsy Authorization template available through the Ada County Coroner's case management system (MDILog) or in other form if preapproved by the Ada County Coroner.

C. Ada County's pathologists are forensically certified and professionally qualified to

perform postmortem examinations as ordered by the TETON County's Prosecuting Attorney or Coroner and are licensed to practice by all public entities having jurisdiction over the Ada County Coroner's pathologists.

D. Ada County pathologists shall maintain all necessary licenses, permits, or other authorizations necessary to perform the services required under this Agreement.

E. The Ada County forensic pathologist will render their professional opinion regarding their findings and create a final written report to the TETON County Coroner on the cause of death, pursuant to Idaho Code § 19-4301B.

F. If the Ada County pathologist determines that in order to fulfill the services requested by the TETON County Coroner further examination and testing is required for certain body parts, such body parts shall remain with the Ada County Coroner until no longer needed for examination purposes, subject to applicable accreditation standards set forth below. Tissue and fluids may be collected and retained for further testing at the discretion of the pathologist.

G. The Ada County Coroner shall destroy samples and specimens in accordance with the retention schedule promulgated by the College of American Pathologists unless requested to do otherwise in writing from the TETON County Coroner or the TETON Prosecuting Attorney. Before destroying a specimen in accordance with its retention schedule, the Ada County Coroner shall provide the TETON County Coroner written notice of intent to destroy the specimen. If the TETON County Coroner does not submit an objection within fourteen (14) days, the Ada County Coroner shall process the specimens for destruction in accordance with existing policy.

H. The Ada County Coroner's Office shall maintain its accreditations with the National Association of Medical Examiners and the International Association of Coroners and Medical Examiners.

I. The Ada County Coroner reserves the right to refuse any request for services under this Agreement, for any reason.

II.
ADDITIONAL SERVICES

A. Staff at the Ada County Coroner’s Office are professionally qualified to perform additional services, such as limited anthropological examinations and psychological autopsies.

B. Ada County may perform additional services under this Agreement upon written request from either the TETON County Coroner or the TETON County Prosecuting Attorney, subject to approval by the Ada County Coroner. The written request must be in the form of the Autopsy Authorization available through the MDILog system or in other form if agreed upon by both the TETON County Coroner and the Ada County Coroner. The scope of any such additional services and the fees to be paid for the services shall be determined by the parties on a case-by-case basis and reflected in the signed request. The Ada County Coroner shall communicate with the

TETON County Coroner and/or the TETON County Prosecuting Attorney regarding the findings of such services.

C. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of a case.

III.
TETON COUNTY DUTIES AND OBLIGATIONS

A. No pathology services contemplated hereunder shall be provided by Ada County Coroner unless and until this Agreement is executed by the TETON County Board of County Commissioners and TETON County Coroner and delivered to Ada County.

B. The TETON County Coroner and/or TETON County Prosecuting Attorney shall have sole discretion in what services are requested under this Agreement, including what level of postmortem examination meets their needs. TETON County, and not Ada County, shall have sole jurisdiction of death investigation scenes. Ada County will only perform services under this Agreement after a specific written request has been made, approved, and accepted by Ada County for such services. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of the case.

C. TETON County shall notify the Ada County Coroner as soon as practicable of a new service request so that the Ada County Coroner's Office may coordinate the case into its schedule.

D. The TETON County Coroner, not Ada County or the Ada County Coroner, is responsible for filling out death certificates and determining the manner of death.

E. The TETON County Coroner is responsible for transporting or arranging transportation of decedents to and from the Ada County Coroner's autopsy facility in Ada County utilizing equipment in proper working order and able-bodied personnel. The TETON County Coroner is also responsible for notifying the Ada County Coroner, in writing through the MDILog system and prior to transport, of the party or parties who will be providing the transport services to and from the Ada County Coroner's Office. The party transporting decedents shall be responsible for unloading and loading the decedents at the Ada County Coroner facility.

F. All decedents transported to the Ada County Coroner facility shall be properly secured in a body bag. Failure to properly secure a decedent in a body bag may result in refusal to accept the decedent by the Ada County Coroner, or the Ada County Coroner's Office may, in its sole discretion, provide a body bag and charge an additional fee.

G. The identification of decedents is the sole responsibility of the TETON County Coroner. If assistance with scientific identification is requested, any charges incurred by Ada County related to such identification will be reimbursed to Ada County by TETON County.

H. Ada County will not accept a decedent without proper identification on the body itself (use of a tag or identification band). TETON County Coroner shall be responsible for ensuring that identification tags or bands are provided. As many cases arrive with the body bag sealed/locked, photographic evidence of the identification tag must be included in the scene photographs provided by the TETON County Coroner as part of the documentation required below.

I. TETON County and the TETON County Coroner will fully cooperate with Ada County in the carrying out of the duties imposed on Ada County under the terms of this Agreement, including but not limited to uploading report information regarding a new case as required herein to the MDILog system.

J. The Ada County Coroner's Office strives to provide the highest quality of service and the determination of death goes well beyond an autopsy. Ada County pathologists rely heavily on documentation from contracting counties to accurately and scientifically determine the cause of death. The TETON County Coroner shall be responsible for acquiring and providing documentation as needed as set forth below to determine cause of death prior to the acceptance of the service request. Failure of the TETON County Coroner to provide appropriate documentation subjects the case to either declination of the request or a result of unable to determine cause of death due to lack of sufficient information. All documentation shall be entered into the MDILog system prior to the request for services. The following documentation must be provided, at a minimum, for cases submitted under this Agreement.

(1) Non-homicide Cases:
   a. Medicolegal Investigation Narrative
   b. Scene photographs
   c. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

(2) Homicide, Suspicious or Unknown Circumstances Cases:
   a. Medicolegal Investigation Narrative
   b. Scene photographs
   c. Preliminary law enforcement reports (or circumstances of investigation if no law enforcement report has been issued)
   d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

(3) Pediatric Cases:
   a. Medicolegal Investigation Narrative
   b. Scene photographs
   c. Age-appropriate doll re-enactment documentation
   d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

(4) Requirements for Case Closure:

a. Medicolegal Investigation Narrative
b. Scene photographs
c. Law enforcement reports, regardless of case type submitted
d. Medical records
e. Any further documentation discussed with the forensic pathologist relating to the case

Narratives and scene photographs shall be provided prior to delivery of the decedent. All medicolegal investigation narratives shall include, but not be limited to, the circumstances of the death, a complete scene description, a complete medicolegal examination, a description of postmortem changes, and a medical history. The TETON County Coroner shall provide the required documentation to the Ada County Coroner by properly entering the documentation and photographs into the MDILog system prior to the postmortem examination. If preapproved by Ada County Coroner forensic staff, an alternative media form may be used if it can be immediately uploaded upon arrival to the Ada County Coroner's Office.

K. It is the responsibility of the TETON County Coroner and/or the investigating law enforcement agency to determine specifically what, if any, evidence is to be collected by the Ada County Coroner's Office at the time of the examination. Any request for evidence collection shall be made prior to the examination.

L. After the postmortem examination, the TETON County Coroner shall be responsible for providing any additional documentation requested by Ada County necessary for completion of the determination of cause of death and the subsequent report. Such documentation shall be uploaded into the MDILog case file for review by the Ada County pathologist.

M. The TETON County Coroner shall be responsible for notifying the decedent's family of any retention of organs or other tissues and making the appropriate decision on the handling of such organs or other tissue after all examinations are complete. The TETON County Coroner may instruct the Ada County Coroner of the preferred method of disposition of any tissues and/or organs that may have been kept for further examination with the understanding that additional fees may be charged for such disposition. The TETON County Coroner must timely retrieve any retained tissue and/or organ material that is requested to be retained via response to the written notice of specimen destruction provided by the Ada County Coroner or it will be disposed of in accordance with the Ada County Coroner's existing policy for a fee to be determined at time of disposal.

N. TETON County shall provide the manner of death to the Ada County Coroner's Office by entering the designation in the MDILog system or by providing the manner in writing to the Ada County Coroner's Office. Manner of death is required to properly designate a case as approved for destruction per the Ada County Coroner's Office specimen destruction policy, and as promulgated per the retention schedule set forth by the College of American Pathologists.

O. A storage fee will be assessed to TETON County for tissues where no manner of death has been provided after two (2) years from the date of final completion of the forensic

pathology report. See Appendix A.

P. TETON County shall be responsible for all petitions required under Idaho Code § 19-4301C.

IV.
TERM AND TERMINATION

The term of this Agreement shall run from the date of execution through September 30, 2026. Either party may terminate this agreement at any time and for any reason upon written notice to the other party. Said notice must be mailed to the Board of County Commissioners, with a copy to the County Coroner, with postage prepaid.

V.
INDEPENDENT CONTRACTOR

The parties agree that Ada County is an independent contractor of TETON County, and its employees or agents are not employees or agents of TETON County. The parties further agree that neither Ada County nor its employees or agents are entitled to Workers Compensation or any benefit of employment with TETON County. Ada County shall not, without TETON County's consent, settle any claim contemplated hereunder and which admits fault on the part of TETON County.

VI.
PAYMENTS

For its assumption and performance of the duties, obligations, and responsibilities set forth herein, Ada County shall be paid as follows:

A. TETON County shall pay Ada County for services rendered in accordance with the following payment schedule found at Appendix A to this Agreement, which is hereby incorporated by reference.

B. The Ada County Coroner will order expanded toxicology tests, consistent with its general practice, unless otherwise requested by the Ada County forensic pathologist or specified by the TETON County Coroner. The TETON County Coroner is financially responsible for postmortem toxicology and will be billed directly by the lab.

C. The costs of any additional or ancillary testing and associated costs will be reimbursed to Ada County.

D. With the exception of costs specifically related to giving court testimony, which will be paid to Ada County as set forth below in this section, the cost for any limited anthropological services provided by the Ada County Coroner's Office shall be determined on a case-by-case basis. In completing the Anthropology Services Authorization form, the Ada County Coroner will provide an estimated cost based on the services being requested. Despite such estimate, TETON County acknowledges and agrees to pay Ada County for the services actually provided, which may be greater or less than the estimate depending on the circumstances, including any changes to the scope of services requested.

E. The Ada County Coroner's Office shall assess the following case related fees to TETON County for court testimony, whether provided in person or virtually, regardless of the venue of testimony:

- Pathologists: Four Hundred Fifty Dollars ($450) per hour, with a minimum charge of four (4) hours per trial or hearing.

- Other staff (including forensic technicians and related personnel): Seventy-Five Dollars ($75) per hour, with a minimum charged of four (4) hours per trial or hearing.

- Fees shall be assessed based on the dates(s) of testimony, not on the date of service.

Billable time shall include travel to and from Meridian, Idaho, as well as all trial- or hearing-related activities, including reasonable standby time. Total billable time shall not exceed ten (10) hours within any single calendar day.

In addition to the above fees, TETON County shall reimburse the testifying individual directly for all reasonable and necessary travel expenses, including mileage and per diem at the then-current state rate.

For any court appearance requiring an overnight stay, TETON County shall arrange and pay directly for lodging accommodations for the testifying individual.

F. Ada County will bill monthly for the costs stated above and TETON County shall pay within thirty (30) days of receipt of such invoice.

VII.
INDEMNITY

A. In the event TETON County is alleged to be liable in any manner as a result of acts, omissions or negligence of Ada County, its elected officials, employees or officers, Ada County shall indemnify, defend and hold TETON County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the services of Ada County.

B. In the event Ada County is alleged to be liable in any manner, as a result of acts, omissions or negligence, of TETON County, its elected officials, employees or officers, TETON County shall indemnify, defend and hold Ada County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the actions of TETON County. In the event Ada County, its elected officials, employees or officers are alleged to be liable on account of acts, omissions or negligence, of TETON County, its elected officials, employees or officers, TETON County shall defend such allegations through counsel selected by TETON County's insurer and approved by Ada County. In such an instance, TETON County's insurer shall retain control of the

defense; provided, however, that Ada County shall have the right, at its own expense, to retain counsel of its own choosing and participate in the defense of any such allegations or claims in order to protect its own interests. TETON County shall not, without Ada County's consent, settle any claim contemplated hereunder and which admits fault on the part of Ada County.

VIII.
PATHOLOGY RECORDS AND REQUESTS FOR INFORMATION

A. Upon completion of its final report, the Ada County Coroner will provide all original documents to the TETON County Coroner, which may be subject to return processing and handling fees.

B. All records relating to the services performed under this Agreement by Ada County which are in the possession of Ada County shall be made available to TETON County Coroner for inspection and copying upon written request of TETON County Coroner. All law enforcement, family, press or other inquiries for information or records related to a/an TETON County case shall be the sole responsibility of TETON County and TETON County Coroner, and any such inquiries made to the Ada County Coroner for information or records related to a/an TETON County case will be referred to TETON County.

C. All requests for documents, including requests under the Idaho Public Records Act, to Ada County Coroner on a/an TETON County case will be referred to TETON County Coroner. Ada County will make all records related to the services performed under this Agreement available to TETON County Coroner so that it may produce them as it sees fit. Ada County will not provide documents or information unless otherwise required by law, subpoena, or court order. All public records requests will be sent to the TETON County Coroner within the following business day after receipt of the request by the Ada County Coroner. TETON County Coroner shall respond to such public records request within the timeframe permitted under the Idaho Public Records Act, Idaho Code § 74-101, *et. seq.*, and provide Ada County Coroner a copy of such reply. TETON County shall indemnify, defend, and hold harmless Ada County for TETON County's actions in response to a public records request.

IX.
APPLICABLE LAW

The law applicable to this Agreement is hereby agreed to be the law of the state of Idaho with venue for any action to be in the Idaho Fourth Judicial District in Boise, Idaho.

X.
NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

XI.

PERFORMANCE/WAIVER

The failure of a party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other party.

XII.
INSURANCE

A. Ada County Insurance. Ada County is self-insured as authorized by Idaho Code § 31-814.

B. TETON County Insurance. Without limiting the parties' right to indemnification, TETON County agrees to secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

(1) Worker's compensation insurance as required by Idaho statutes.

(2) Comprehensive general liability insurance in an amount of not less than $500,000 per occurrence, combined single limit, for any claim brought pursuant to Title 6, Chapter 9, Idaho Code, and not less than $1,000,000 per occurrence or the maximum coverage amount available to TETON County through the Idaho Counties Risk Management Program (ICRMP), or through its insurance carrier for any other type of liability claim.

TETON County shall have the right to self-insure all or part of the insurance requirements set forth under this Agreement, as permitted by Idaho Code § 31-814.

XIII.
ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Agreement may be modified or amended only by a writing duly executed by both parties.

(Signatures on following pages)

DATED _____.

Board of Ada County Commissioners

By: _____
Rod Beck, Chairman

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

_____
Trent Tripple, Ada County Clerk

ADA COUNTY CORONER

_____
Richard D. Riffle

_____
Date

BOARD OF TETON COUNTY COMMISSIONERS

_____
BRAD WOLFE, Commissioner

_____
DAN POWERS, Commissioner

_____
RON JAMES, Commissioner

ATTEST:

_____
KIM KEELEY, TETON, County Clerk

TETON COUNTY CORONER

_____
THERESA LERCH

_____
Date

Appendix A
Fee Schedule

Service	Description	Price
Full Autopsy	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of specimens for required testing, pathologist time for review of records and documentation, pathologist opinion on cause of death and final exam report.	$2,300
Limited Examination	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of specimens for required testing, pathologist time for review of records and documentation, pathologist opinion on cause of death and final exam report.	$1,668
External Examination	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of specimens for required testing, pathologist time for review of records and documentation, pathologist opinion on cause of death and final exam report.	$1,323
Imaging (Exam Add-On)	Completion of PMCT scan(s) and image post-processing; any one radiograph or combination of: full body AP, full body lateral, head lateral, infant full body/lateral, etc., interpretation by Forensic Pathologist for final report. Done in conjunction with exam only.	$450
PMCT Imaging (Scans Only)	Completion of PMCT scan(s) and image post-processing	$500
Dental Imaging	Completion of dental radiographs	$150
Anthropological Workup	Includes preliminary opinion regarding human vs non-human status of specimen(s). As needed for case circumstances: photography, radiography, assessment of specimen(s), and report of human vs non-human determination. Additional services, such as tissue removal and shipping costs added as required for case.	Cost TBD based on case variables
Histology	Tissue processed into slides for pathologist. Cost variability between standard stains and specialty stains, as required for case completion.	At Ada County pricing, included in autopsy pricing
Forensic Toxicology	Reporting of toxicological findings of biological specimens sent to the 3rd party lab contracted by ACCO.	Billed directly to OC (at Ada County Pricing)
Additional Biological Specimen Testing	Any additional testing outside of requested toxicology; includes and is not limited to: genetic panels, cultures, etc.	Billed directly to OC (at Ada County Pricing)
Specialty Consultation/Services	For cases requiring additional services to be completed by a specialist outside of ACCO (i.e.: forensic odontology, DNA comparison by 3rd party lab, etc.)	Billed directly to OC (At cost charged by specialist)
Decedent Storage Fee	$65 per day, after 3 business days, following notice to retrieve	$65/day
Tissue Storage Fee	For the storage of formalin fixed tissue, refrigerated and frozen specimens, or any other biological material retained for a case. Charges commence two (2) years after final forensic pathology report is completed.	$10/case/year
Body Bag	Provided by ACCO if decedent not received in a body bag.	$56

Teton County Sheriff's Office
Sheriff Clint Lemieux
230 N Main St., #160, Driggs, ID 83422 - Phone: [phone redacted] Fax: [phone redacted] – Email: sheriffdocs@tetoncountyidaho.gov

Dear Commissioners,

Dispatch Supervisor Kai Fritchman has requested an extension to use her accrued PTO hours. Supervisor Fritchman has been unable to use her PTO hours as of date because of staffing shortages and training new hires. Supervisor Fritchman has approximately 23 hours over the 120 as of today and will have more before the rollover due to staffing and training.

Lt. John Clements has also requested an extension to use his accrued PTO hours. Lt. Clements has been covering shifts and assisting with training and has not been able to use his hours. Lt. Clements has the time planned for September and October but would need an extension to use the hours because availability he would have to use most of them in October.

Sheriff Lemieux ask that the Teton County Commissioners grant both the requested extensions. I believe both Supervisor Fritchman and Lt. Clements qualify for the extension because they did not ask for or receive an extension last year.

/s/Clint Lemieux

Sheriff Clint Lemieux

Teton County Sheriff's Office

[phone redacted]

[address redacted] [address redacted]

Driggs. ID 83422

AGENDA ACTION ITEM

DATE: 2026-08-24

TO: Board of County Commissioners

FROM: Darryl Johnson, Public Works Director

ITEM TITLE: **Action Item – John Loudenslager PTO Rollover**

Summary:

County policy only allows for 120 hours paid time off (PTO) to be rolled over into the next fiscal year. PTO exceeding 120 hours will be forfeited unless approved by the BoCC prior to the end of the fiscal year.

John Loundenslager, an Equipment Operator with County Road & Bridge Department, has accrued 220 hours. Because other R&B staff is taking time off to reduce their rollover to 120 hours, John has offered to stay on and help the department with their summer construction workload as long as he is allowed to roll over his excess PTO hours.

Fiscal Impact:

Identify fiscal impact or state no fiscal impact.

SUGGESTED MOTION:

Approve the rollover of 100 hours of Paid Time Off (PTO) in excess of the County's 120-hour allowable PTO balance for John Loudenslager.

BAILEY A. SMITH
PROSECUTING ATTORNEY

Re: PTO Carry-Over Request

Dear Commissioners:

I request your approval (and hereby provide my authorization) for two employees in the Prosecutor's Office – Chief Deputy Prosecutor Trey Trusty and Office Manager/Victim Coordinator Stephanie Egbert – to carry over surplus PTO to the following year. Specifically, I ask that you authorize them to carry over up to the following amounts:

- Mr. Trusty – 25.5 hours
- Ms. Egbert – 71.02 hours

Mr. Trusty and Ms. Egbert extremely hardest-working and dedicated employees. They have repeatedly put work and duty before their personal benefit, including foregoing vacation time in order to handle County matters. I ask for your approval to carry over their unused vacation time.

Should you have any questions or concerns regarding this request, please do not hesitate to contact me. Thank you in advance.

Teton County Prosecuting Attorney

/s/ Bailey Smith

230 N. MAIN STREET | DRIGGS, IDAHO 83455 | 208.354.2990 | BAILEYSMITH@TETONCOUNTYIDAHO.GOV

PTO Roll-over Requests

Wendy Koch <wkoch@tetoncountyidaho.gov> Wed, Aug 26, 2026 at 6:42 PM
To: Billie Siddoway <bsiddoway@tetoncountyidaho.gov>

Matt Petrovic needs to use 39.75 hours of Comp time and has a plan to use it before the deadline. Since he will be focused on using his Comp time, he will have an excess of approximately 42.75 hours of PTO. I would like to allow him to carry that over with the understanding that it must be used by the end of the 2026 calendar year.

Wendy Koch CBO,CPT, CCS, CPS
Building Official

PTO Rollover

1 message

Greg Adams <gadams@tetoncountyidaho.gov> Fri, Aug 21, 2026 at 12:21 PM
To: Billie Jean Siddoway <bsiddoway@tetoncountyidaho.gov>

Hi Billie,

I am requesting to roll over my PTO in excess of 120 hours to next year. Up to 168.48 hours need to be rolled forward. Due to training new staff and the volume of projects we have been handling, I haven't been able to take very much time off this year. Thank you, and have a great day!

Sincerely,

Greg Adams
Teton County
Chief Information Officer (CIO)
Emergency Management Coordinator
Office: (208) 776-8298
Cell: (208) 201-6898
gadams@tetoncountyidaho.gov

WIPFLI

Wipfli LLP
[phone redacted]
[email redacted]

August 24, 2026

Brad Wolfe
County Commissioner Chair
Teton County Idaho
150 Courthouse Drive, Room 208
Driggs, ID 83422

Dear Brad:

Wipfli LLP ("Wipfli") is pleased to serve as the independent auditors for Teton County Idaho ("Client") for the year ended September 30, 2026. This letter, together with the attached Wipfli LLP Professional Services Terms and Conditions, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be $43,000. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

"Wipfli" is the brand name under which Wipfli LLP and Wipfli Advisory LLC and its respective subsidiary entities provide professional services. Wipfli LLP and Wipfli Advisory LLC (and its respective subsidiary entities) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Teton County, Idaho, and the disclosures, which collectively comprise the basic financial statements of Client, as of and for the year ended September 30, 2026.

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Our report will state that the report is not suitable for any other purpose. Our audit will be conducted in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions.

Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

The combining of nonmajor fund financial statements accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on the other information. In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

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

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

Audit Procedures – Compliance

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

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

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to those charged with Governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to also issue the following report as further described in the Audit Scope and Objectives section of this letter:

- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards.*

If during our audit we become aware that Client is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with generally accepted auditing standards established by the Auditing Standards Board ("United States") and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with an authorized member of management or those charged with governance. Timely completion of this work will facilitate the completion of our engagement.

Engagement Administration

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

From information you will provide, we will prepare the fixed asset depreciation schedules for the year ended September 30, 2026.

We will prepare Client's schedule of leases and lease-related disclosures for the year ended September 30, 2026, from information provided by management. Our fee for this additional service will be a time and materials fee, based on the effort necessary to update any lease information, generate lease schedules and related disclosures and the value of the work provided.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: TETON COUNTY IDAHO

By: _____

_____
(Print Name and Title)

Date: _____

smk
Enc.

Wipfli LLP
Professional Services Terms and Conditions

1. Terms and Conditions and Related Engagement Documents
These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

2. Change Orders
Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. Commencement and Term
Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. Termination of Services
Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. Fee Estimates and Expenses
An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. Payment of Fees and Expenses
All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. Engagement Staffing
Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services. These parties and their personnel may be located within or outside the United States. We may also use personnel from other Wipfli-related entities (including Wipfli Advisory LLC and its wholly owned subsidiary based in India and its contractors in the Philippines). We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client.

8. Confidentiality, Information Security and Electronic Information Storage
The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the

disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at www.wipfli.com/privacy-statement.

9. Intellectual Property Rights, Client Records, Wipfli Workpapers; Use of Deliverables and Drafts

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli LLP and/or Wipfli Advisory LLC or their affiliates (together "Wipfli Entities") owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, the Wipfli Entities grant to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of the Wipfli Entities' trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli Entities' goods, products, services, marketing material, or advertising media and shall not in any way alter any of the Wipfli Entities' products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

11. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, exemplary, consequential, special, incidental, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

12. Dispute Resolution; Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by

the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

Client acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims in respect of services rendered by Wipfli LLP shall be against Wipfli LLP and no other entity or person, including without limitation Wipfli Advisory LLC. In furtherance of the foregoing, Client hereby waives, to the fullest extent permitted under law, any and all claims and causes of action for any breach of contract, tort, or other claim against such other parties and each of their respective representatives arising under or based upon any legal theory, except in the event of common law fraud or intentional misconduct.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter).

13. Sanctions Compliance
In connection with Wipfli's engagement to provide services, You represent, warrant and covenant as follows: (a) You are not located, ordinarily resident, or incorporated in any jurisdiction subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Crimea and Russia-occupied regions of Ukraine); (b) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity subject to sanctions by the US, UK or EU, including any person designated on any sanctions lists; (c) You are not otherwise a person to whom a United States-based business is prohibited or restricted from providing services under applicable laws including sanctions and trade control laws; (d) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity currently debarred, suspended, proposed for debarment, or otherwise excluded from participation in any federal, state, or local process, and (e) You will not violate or cause Wipfli to violate any applicable laws, whether criminal or otherwise, including anti-corruption, anti-money laundering laws, economic sanctions and trade control laws, in connection with the services provided by Wipfli. You further agree to promptly notify Wipfli in writing if You or any individual acting for You becomes subject to any such debarment or exclusion during the term of this engagement. Wipfli reserves the right to terminate this engagement immediately upon learning of any such debarment or exclusion.

14. Regulatory Matters and Impact On Independence
Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant; or (b) providing services to an entity or affiliate that is subject to professional standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by such professional standards or deemed to impair Wipfli's independence relative to Client under such professional standards shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable professional standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

15. Certain Sales (and Similar) Tax Responsibilities
To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

16. Severability
The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

17. Independent Contractor Status and Non-Exclusivity
The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

18. Insurance
Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

19. Notices
All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notice receipt. A copy of such notice shall be provided to [email redacted]

20. Counterparts and Electronic Signatures
Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature.

21. Assignment
These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

22. Force Majeure
Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

23. Alternative Practice Structure
Wipfli LLP operates in an alternative practice structure with Wipfli Advisory LLC (and its respective subsidiary entities) in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. As part of that alternative practice structure, and in connection with this engagement, We will lease from Wipfli Advisory LLC certain of its professional and administrative staff. These individuals will be under the direct control and supervision of Wipfli LLP, which is solely responsible for the performance of Our engagement. Such professional staff are subject to professional standards and contractual agreements between Wipfli LLP and Wipfli Advisory LLC requiring confidential treatment of all client information. Wipfli Advisory LLC also maintains custody of the files relating to this engagement. By signing an engagement letter, You consent to Us sharing Your confidential information in connection with this engagement or prior engagements with Wipfli Advisory LLC.

"Wipfli" is the brand name under which Wipfli LLP and Wipfli Advisory LLC and its respective subsidiary entities provide professional services. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms. In these Terms and Conditions, "Wipfli" means Wipfli LLP unless the context clearly indicates otherwise.

A private fund managed by New Mountain Capital holds an interest in Wipfli Advisory LLC. We will consider any financial interests held by New Mountain Capital in You or Your affiliates, or financial interests held by You or Your affiliates in New Mountain Capital, for purposes of evaluating Our independence pursuant to professional standards. You agree to disclose any such financial interest to Us prior to the commencement of Our work and, to inform Us immediately in writing should such a financial interest arise following the commencement of Our work or execution of this agreement.

AGENDA ACTION ITEM

TO: Board of County Commissioners

FROM: Clerk's Office

ITEM TITLE: **Action Item – FY27 Salary List**

Summary:

Attached is the FY27 Salary List for Teton County Employees. All employees received a 4% increase to their base salary.

The Clerk ran several different scenarios including an $800 COLA for all employees plus a 2.75% base increase vs just a 4% increase. There was virtually no difference.

The Board talked about letting Department Heads choose how to allot the 4% within their department. If the Board would like to go this route, Department Heads will need to have the amounts all employees are to be paid to the Clerks' Office by Sept 23rd at noon in order to get a revised salary list approved.

SUGGESTED MOTION:

Approve the FY27 Salary List as presented.

DEPARTMENT	NAME	POSITION	FY26 SALARY	FY27 Salary
ASSESSOR	ARNOLD, HAVALA	Assessor - Elected	$ 77,961.00	$ 84,199.00
	BUSTER, KELLI	Deputy Assessor - Motor Vehcle Specialist	$ 49,254.40	$ 51,224.58
	FLORES, MACKENZIE	Senior Deputy Assessor	$ 44,928.00	$ 46,725.12
	FULLMER, AUBREY	Motor Vehicle Specialist Full Time	$ 42,848.00	$ 44,561.92
	LARSON, TAMMIE	Chief Deputy Assessor	$ 73,928.40	$ 76,885.54
	QUAYLE, RYLEE	Motor Vehicle Specialist Full Time	$ 41,600.00	$ 43,264.00
BUILDING	CHAMPLIN, CHRISTOPHER	Building Inspector II	$ 66,372.80	$ 69,027.71
	KOCH, WENDY	Building Official - Salaried	$ 81,382.06	$ 84,637.34
	PETROVIC, MATTHEW	Building Inspector I	$ 62,296.00	$ 64,787.84
	RYAN, EVA	Building Services Coordinator II	$ 43,388.80	$ 49,450.75
CLERK / AUDITOR	HEWARD, SHAYDIN	Deputy Clerk **(50%)**	$ 25,147.20	$ 26,153.09
	TBD	Clerk/Recorder/Auditor - Elected	$ 85,322.00	$ 88,734.88
	WALLER, TODD	Financial Manager	$ 64,413.44	$ 66,989.98
	WENGER, JULIE	Senior Deputy Clerk	$ 62,861.76	$ 65,376.23
	TUTTLE, COLLEEN	Payroll and Benefits Clerk **(50%)**	$ 22,339.20	$ 23,232.77
COMMISSIONERS	JAMES, RONALD	Commissioner - Elected	$ 46,119.00	$ 47,963.76
	TBD	Commissioner - Elected	$ 46,119.00	$ 47,963.76
	PFEFFER, JEROD	Housing Authority ED	$ 92,746.00	$ 96,455.84
	BILLIE SIDDOWAY	County Administrator	$ 75,004.80	$ 78,004.99
	TBD	Commissioner - Elected (CHAIR)	$ 47,405.00	$ 49,301.20
ELECTIONS	VANMEETEREN SHAUM, JENIFER	Chief Deputy Clerk/Election Director **(50%)**	$ 43,513.60	$ 45,254.14
CORONER	KAUFMAN, NATALIE	Deputy Coroner	$ 20,000.00	$ 20,800.00
	LERCH, SANDRA THERESA	Coroner - Elected	$ 40,326.93	$ 41,940.01
DISPATCH	DUNN, CODY	ECO - Emergency Communications Officer	$ 52,000.00	$ 54,080.00
	FRITCHMAN, KAI	ECO - Supervisor	$ 63,294.40	$ 65,826.18
	JENNINGS, KYLIE	ECO - Emergency Communications Officer	$ 49,920.00	$ 51,916.80
	EGBERT, CONNER	ECO - Emergency Communications Officer	$ 52,000.00	$ 54,080.00
	VOLCANSEK, LUKE	ECO - Emergency Communications Officer	$ 49,920.00	$ 51,916.80
	KEY, CASSANDRA	ECO - Emergency Communications Officer	$ 57,200.00	$ 59,488.00
	NEAL, HANNAH	ECO - Emergency Communications Officer	$ 49,920.00	$ 51,916.80
	PINEDA, JANET	ECO - Emergency Communications Officer	$ 65,457.60	$ 68,075.90
DISTRICT COURT	BYMAN, CORTNEY	Deputy Court Clerk	$ 50,394.24	$ 52,410.01
	HERMOSILLO, GABRIELA	Senior Deputy Court Clerk	$ 56,642.56	$ 58,908.26
	HEWARD, SHAYDIN	Deputy Court Clerk **(50%)**	$ 25,147.00	$ 26,152.88
	HILL, SUSAN	Court Supervisor	$ 66,661.92	$ 69,328.40
CONSOLIDATED ELECTIONS	VANMEETEREN SHAUM, JENIFER	Elections Director **(50%)**	$ 43,513.60	$ 45,254.14
EMERGENCY MANAGEMENT	SMITHHAMMER, BRUCE	Emergency Management Technician/MAD (70%)	$ 42,224.00	$ 43,912.96
	ADAMS, GREG	CIO/EM **(20%)**	$ 22,256.49	$ 23,146.75
EXTENSION	GRUNDLER, ABBY	4-H Coordinator	$ 49,608.00	$ 51,592.32
	THORNTON, LANON	4-H Assistant (part time seasonal)	$ 5,000.00	$ 5,200.00
	SACHSE, TAMMY	Extension Assistant	$ 43,862.00	$ 45,616.48
FAIRGROUNDS & FAIR	HILLMAN, LANE	Fairgrounds - Grounds Keeper - part time	$ 26,176.80	$ 27,223.87
	POIRIER, HALLIE	Fairground Administrator	$ 56,316.00	$ 58,568.64
GENERAL	TUTTLE, COLLEEN	Payroll and Benefits Clerk **(50%)**	$ 22,339.20	$ 23,232.77
GIS	MARIN, ROBERT	GIS Manager	$ 70,965.97	$ 73,804.61
	Employee Overlap		$ 15,000.00	$ 15,600.00
INFORMATION TECHNOLOGY	ADAMS, GREG	Chief Information Officer **(80%)**	$ 89,025.97	$ 92,587.01
	BARNUM, RUSSELL	Deputy IT Dir/CI Security Officer	$ 80,288.00	$ 83,499.52
	TBD	IT - Intern (part time temporary)	$ 15,600.00	$ 16,224.00

	WALLACE, TYLER	IT Technician	$ 64,272.00	$ 66,842.88
	HANSEN, HYRUM	IT ECO Technician part time **(001-19-40200)**	$ 26,000.00	$ 27,040.00
PROBATION	DAYLEY, WILLIAM (KAM)	Probation Director	$ 67,995.20	$ 70,715.01
	DALEY, KIRSTEN	Probation Officer	$ 55,099.20	$ 57,303.17
	Johnson, Michael	Probation Officer	$ 52,000.00	$ 54,080.00
	PARISEE, NANCY	Probation Administrative Asst - part time	$ 29,159.00	$ 30,325.36
PLANNING	CHASE, JOSHUA	Planning Administrator	$ 92,701.65	$ 96,409.72
	FOX, SHARON	Senior Planner	$ 16,236.64	$ 16,886.11
	LEEMON, DANIEL	Planner - Recreation & Environmental	$ 69,451.20	$ 72,229.25
	VAN ARSDELL, MITZI	Associate Planner	$ 62,129.60	$ 64,614.78
	PENCE, AMBER	Planning Coordinator	$ 58,240.00	$ 60,569.60
PROSECUTING ATTORNEY	BLUNK, JAMES	Civil Deputy Prosecuting Atty	$ 104,000.00	$ 108,160.00
	EGBERT, STEPHANIE	Office Manager & Victim Witness Coord.	$ 72,009.60	$ 74,889.98
	HILLER, MELANIE	Prosecutors Office Admin. Asst.	$ 52,000.00	$ 54,080.00
	SMITH, BAILEY	Prosecuting Attorney - Elected	$ 112,452.00	$ 136,708.00
	TRUSTY, TREY	Criminal Deputy Prosecuting Atty	$ 108,000.00	$ 112,320.00
COURTHOUSE	ASTLE, SUZANNE	Facilities Maintenance Supervisor	$ 60,070.40	$ 62,473.22
PUBLIC WORKS	KOLB, TRISTAN	Staff Engineer	$ 62,750.90	$ 65,260.94
	JOHNSON, DARRYL	Public Works Director	$ 132,951.99	$ 138,270.07
ROAD & BRIDGE	BALL, BLAINE	Road & Bridge Supervisor	$ 75,732.80	$ 78,762.11
	EGBERT, NATHAN	Road & Bridge Crew Leader	$ 69,825.60	$ 72,618.62
	TBD	Road & Bridge Equipment Operator	$ 50,000.00	$ 52,000.00
	CHAMPLIN, DAVID (BEN)	Road & Bridge Equipment Operator	$ 59,196.80	$ 61,564.67
	CLIFTON, WILLIAM	Road & Bridge Equipment Operator	$ 66,476.80	$ 69,135.87
	LOPEZ, JACOB	Road & Bridge Equipment Operator	$ 52,499.20	$ 54,599.17
	LOUDENSLAGER, JOHN	Road & Bridge Equipment Operator	$ 63,481.60	$ 66,020.86
	SKINNER, DEREK	Road & Bridge Equipment Operator	$ 54,080.00	$ 56,243.20
	SNELL, TRENT	Road & Bridge Equipment Operator	$ 57,844.80	$ 60,158.59
	NEEDHAM, JARED	Road & Bridge Office Manager	$ 46,342.40	$ 48,196.10
	WOOD, SCOTT	Road & Bridge Project & Shop Foreman	$ 69,846.40	$ 72,640.26
SHERIFF	ALLISON, JEFFREY	Patrol Deputy - Detective	$ 81,962.01	$ 85,240.49
	BERRY, CHRISTOPHER	Patrol Deputy - Sergeant	$ 81,962.01	$ 85,240.49
	CHRISTENSEN, ROBERT	Patrol Deputy - Corporal	$ 73,203.39	$ 76,131.53
	CLEMENTS, JOHN	Patrol Deputy (Lt.)	$ 88,542.09	$ 92,083.77
	FULLMER, BRYAN	Patrol Deputy - School Resource Officer	$ 82,117.62	$ 85,402.32
	GUIMONT, BENJAMIN	Patrol Deputy - Corporal	$ 72,647.64	$ 75,553.55
	HASSSARD, HAYDEN	Patrol Deputy	$ 68,712.93	$ 71,461.45
	KAUFMAN, JAKE	Detective - Sergeant	$ 88,719.93	$ 92,268.73
	LEACH, KELLEN	Patrol Deputy	$ 66,489.00	$ 69,148.56
	LEMIEUX, CLINTON	Sheriff - Elected	$ 87,406.00	$ 94,022.00
	MAJORS, HAGAN	Detective	$ 79,183.26	$ 82,350.59
	SMAELLIE, KELSEY	Sheriff Administrative Manager	$ 57,748.61	$ 60,058.55
	SMITH, BRIDGER	Chief Deputy	$ 107,958.42	$ 112,276.76
	STARKEY, TANNER	Patrol Deputy - Sergeant	$ 79,739.01	$ 82,928.57
	STOFEY, ANGELA	Sheriff Administrative Specialist	$ 48,672.00	$ 50,618.88
	THOMPSON, JERON	Patrol Deputy	$ 66,690.00	$ 69,357.60
	TRENKLE, KATHRYN	Civil Process Clerk	$ 46,633.60	$ 48,498.94
Sheriff Foundation	WARN, MICHAEL	Patrol Deputy - FOUNDATION	$ 61,265.88	$ 63,716.52
	WILSON, DAKOTA	Patrol Deputy - FOUNDATION	$ 68,913.00	$ 71,669.52
	TBD	Patrol Deputy - FOUNDATION	$ 68,913.00	$ 71,669.52
	TBD	Patrol Deputy - FOUNDATION	$ 68,913.00	$ 71,669.52

	TBD	Patrol Deputy - FOUNDATION	$ 66,690.00	$ 69,357.60
SOLID WASTE	CARTER, TAYLOUR	Solid Waste Operator	$ 50,793.60	$ 52,825.34
	ESTES, WILLIAM	Solid Waste Operator	$ 46,342.40	$ 48,196.10
	NICHOLS, TODD	Solid Waste Foreman	$ 73,112.00	$ 76,036.48
	ODONNELL, DANNY	Solid Waste Supervisor	$ 72,675.20	$ 75,582.21
	PARK, AUSTIN	Solid Waste Operator	$ 50,793.60	$ 52,825.34
	DANIELSON, HUNTER	Solid Waste Diversion Laborer	$ 39,353.60	$ 40,927.74
	OPEN POSITION	Solid Waste Diversion Laborer	$ 38,000.00	$ 39,520.00
	WHITAKER, JANESSA	Solid Waste Weigh Master	$ 43,867.20	$ 45,621.89
	WISE, WILLIAM	Solid Waste Operator	$ 60,444.80	$ 62,862.59
	KIPF, NEVADA	Solid Waste Laborer	$ 38,209.00	$ 39,737.36
	BENHAM, DAKOTA	Solid Waste Laborer	$ 35,713.60	$ 37,142.14
	ECK, JEFFERY	Solid Waste Diversion Laborer	$ 38,209.60	$ 39,737.98
TREASURER	BROWN, KATIE	Deputy Treasurer	$ 37,440.00	$ 38,937.60
	CARD, ELIZABETH	Treasurer - Elected	$ 77,961.00	$ 84,199.00
	CALDER, JENNIFER	Chief Deputy Treasurer	$ 56,576.00	$ 58,839.04
WEEDS	HIERONYMOUS, CAMERON	Weeds Supervisor	$ 55,244.80	$ 57,454.59
	TBD	Weeds Tech Seasonal	$ 10,800.00	$ 11,232.00
	TBD	Weeds Tech Seasonal	$ 10,800.00	$ 11,232.00
EMERGENCY 911	OPEN POSITION? (MOULTON)	EC Manager/911 (50%)	$ 36,099.44	$ 37,543.42
River Ambassador	TBD	River Ambassadors (part time seasonal)	$ 5,000.00	$ 5,200.00
	TBD	River Ambassadors (part time seasonal)	$ 5,000.00	$ 5,200.00
MOSQUITO ABATEMENT	SMITHHAMMER, BRUCE	Mosquito Abatement Director/EMT **(30%)**	$ 18,096.00	$ 18,819.84
			$ 6,952,471.16	$ 7,264,013.20

Approve FY27 Salary Listing by Position:

Brad Wolfe, Chair Dan Powers Ron James

Attest:

Kim Keeley, Clerk

TETON COUNTY

BOARD OF COUNTY COMMISSIONERS MINUTES

August 10, 2026
9:00 a.m.
Commissioners' Meeting Room
150 Courthouse Dr, 1st Floor
Driggs, ID 83422

Commissioners Present:	Brad Wolfe
	Ron James
	Dan Powers
Staff:	Shaydin Heward

1. MEETING CALL TO ORDER

Brad Wolfe joined the meeting at 9:04 am.

Ron James joined the meeting at 9:04 am.

Dan Powers joined the meeting at 9:04 am.

Shaydin Heward joined the meeting at 9:04 am.

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. Payroll Form: Conner Egbert, Dispatch

3. Payroll Form: Cassandra Key, Dispatch

4. Payroll Form: Amber Pence, Planning Coordinator

5. Certificate of Residency

5. OPEN MIC

Dave Hudascko RAD Director spoke regarding if he was allowed to speak during item 10.3.

6. PUBLIC APPEARANCE

7. FEE SCHEDULE

1. Action Item: 9:00 AM Public Hearing for FY27 Fee Changes

   Public hearing opened at 9:08 am.

   No one wished to speak for potential fee changes.

   No one wished to speak from a neutral standpoint.

   No one wished to speak against potential fee changes.

   Public hearing closed 9:10 am.

   MOVER: Dan Powers
   SECONDER: Brad Wolfe

   Approve the Proposed FY27 Fee Changes as presented/amended.

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

   Adopted (3 to 0)

8. SEARCH & RESCUE

1. Action Item: Proclamation dedicating the new Ray Shriver Search & Rescue Headquarters

   Search and Rescue Director Ron Razzolini presented the Proclamation in honor of Ray Shriver.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Adopt the Proclamation dedicating the new Search and Rescue building as the Ray Shriver Search and Rescue Headquarters.

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

Adopted (3 to 0)

9. HOUSING

1. Action Item: 175 Front Street Contract Amendment

Housing Authority Director Jarod Pfeffer gave report on 1785 Front Street Contract agreement and what language needs to be clarified.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Approve Estoppel Certificate and Agreement and Covenant Restricting Development and Use as presented.

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

Adopted (3 to 0)

10. PUBLIC WORKS

1. Report: Public Works Dept. Update

Public Works Director Darryl Johnson presented his report. The Board discussed how they would like to proceed regarding including public input and education on future Hwy 33 improvements.

2. Action Item: Solid Waste 2026 Scrap Metal Recycling Contract

Public Works Director Darryl John presented his report regarding the Scrap Metal Recycling Contract.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Award the 2026 Scrap Metal Recycling contract for sell of scrap metal and tin to Western Metals Recycling at $140.69/ton

AYES (2): Brad Wolfe, and Dan Powers

Absent (1): Ron James

Adopted (2 to 0)

3. Action Item: Waste/Recycle Collection Franchise Agreement – Notice of Non-renewal

Public Works Director Darryl Johnson presented his report regarding the Notice of Non-Renewal with RAD Curbside. Mr. Johnson shared his concerns regarding the renewal of the current contract. Mr. Johnson also brings up concerns if not renewed would it have to be put out to bid again.

The Board discussed the contract with legal counsel, including the existing terms, necessary amendments, and areas that may need clarification. The Board expressed its desire to negotiate improved contract terms with RAD Curbside in an effort to continue the partnership.

RAD Director Dave Hudascko acknowledged that the current contract does not expire until November and expressed his desire to continue working with Teton County. Mr. Hudascko also discussed the possibility of meeting with the County to review the contract and address concerns. Mr. Hudascko requested that the Board continue the action item to allow additional time for discussion and negotiations.

MOVER: Brad Wolfe
SECONDER: Dan Powers

Postpone this action item on the Waste Recycle Collection Franchise Agreement until the first meeting in September and at that time if there is a contract ready we can make a decision at that time. As part of this motion RAD recognizes that the official date is November 18th for notification of non renewal and that Dave Hudascko of RAD has the authority to make that decision on his own.

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

Adopted (3 to 0)

11. PLANNING AND ZONING

1. POSTPONED - 10:00 AM - PUBLIC HEARING: Smallwood Ridgeline Ranch Event Barn SUP

2. Action Item: Centennial Estates

Planning Director Joshua Chase gave his report on written decision and development agreement for Centennial Estates

The Board discuses the overall processes of these two items as well as the time line of dated documents .

MOVER: Dan Powers
SECONDER: Brad Wolfe

Accept the written decision of Centennial Estates Subdivision as presented.

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

Adopted (3 to 0)

MOVER: Brad Wolfe
SECONDER: Dan Powers

Approve the amended development agreement as presented for the Centennial Estates Subdivision.

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

Adopted (3 to 0)

12. RECREATION

1. Action Item: Joint Recreation Projects

Senior Planner Dan Leemon presented his report on three new recreation projects, as well as going over maintenance of the new facilities. Mr. Leemon discussed possible grants he is looking at as well as future projects for the County.

The Board discussed overall wear and tear on county roads for recreational use and possible future solutions.

MOVER: Dan Powers
SECONDER: Brad Wolfe

Approve the three JPA joint projects as presented.

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

Adopted (3 to 0)

13. IT/EMERGENCY MANAGEMENT

1. Action Item: 2026 Firewall Project

IT and Emergency Management Director Greg Adams gave his report regarding the fire wall project.

MOVER: Brad Wolfe
SECONDER: Ron James

I move to approve and sign the purchase order for the new firewall along with the support agreement for a total of $27,461.44 with $16,500 coming

from account 1-14-44069 and $10,961.44 coming from account 1-14-80200

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

Adopted (3 to 0)

14. CLERK

1. Action Item: Approval of the Minutes

Deputy Clerk Shaydin Heward presented the minutes approval.

MOVER: Brad Wolfe
SECONDER: Dan Powers

To Approve the minutes of June 30,2026, June 20,2026, July 23,2026 July 13,2026, July 27,2026 with the correction as Noted.

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

Adopted (3 to 0)

15. COMMISSIONERS

1. Executive Session: Idaho Code 74-206(1)(b)

MOVER: Brad Wolfe
SECONDER: Dan Powers

Go into executive session per Idaho Code 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, or staff member.

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)

2. Executive Session: Idaho Code 74-206(1)(f)

No need for executive session for legal.

Go into executive session per Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

3. Commissioners' Reports

Commissioner Powers reported that he and Commissioners James went to the IAC Region VI meeting. Powers raised the franchise agreement with the solid waste hauler and none of the other counties had exclusive franchise agreements. Those counties either had multiple vendors or provided the service themselves.

Commissioners Powers reported that Bonneville County is considering a regional justice center.

Commissioner Powers reported that Jefferson County was conducting an aquifer study.

Commissioner Powers attended a portion of the Trestle and Wildflowers trial.

Commissioner Wolfe reported that he participated in some 911 meetings with the Sheriff's Office and Fire Department to get everyone working on the same page and toward the same goal.

Commissioner Wolfe attended a Civil Defense and SAR demonstration.

16. ADJOURNMENT

Ron James left the meeting at 12:34 pm.

MOVER: Brad Wolfe
SECONDER: Ron James

Adjourn the meeting.

AYES (2): Brad Wolfe, and Dan Powers

Absent (1): Ron James

Adopted (2 to 0)

Service Order

Subscriber Name: Teton County Idaho
Primary Contact: Billie S
Primary Contact Phone: [phone redacted]

Effective Date: July 29, 2026
Initial Term Start Date: July 29, 2026
Initial Term End Date: July 28, 2029
Quote Number: Q-95548

Commented [DL1]: Dates to be updated.

Subscription Services Visual Layer	Annual Fees (USD)
1. Unlimited Users	Free
2. 150+ Chart Types	Free
3. Domo Bricks	Free
4. Dashboards	Free
5. Variable and Custom Calculations	Free
Total Annual Subscription Fees	**Free**

Consumption Included Subscription Services				
Unlimited Authorized User Licenses	Domo Platform	Governance Toolkit	Data Science Tiles	AppDB
Domo BYOK (for custom data encryption)	Workflows Access	Adrenaline Dataflows	Domo Everywhere	AutoML
Writeback Connector Suite	Domo Sandbox	Cloud Amplifier	Jupyter Access	Brand Kit
And more….				

Subscription Services July 29, 2026 - July 28, 2027	Quantity	Annual Fees (USD)
Standard Credits	6,667	$20,001.00
Standard Credits: Courtesy *(one-time subscription services)*	3,333	
Card Loads	400,020	
Total Annual Subscription Fees		**$20,001.00**

Subscription Services July 29, 2027 - July 28, 2028	Quantity	Annual Fees (USD)
Standard Credits	8,333	$24,999.00
Standard Credits: Courtesy *(one-time subscription services)*	1,667	
Card Loads	499,980	
Total Annual Subscription Fees		**$24,999.00**

Subscription Services July 29, 2028 - July 28, 2029	Quantity	Annual Fees (USD)
Standard Credits	10,000	$30,000.00
Card Loads	600,000	
Total Annual Subscription Fees		**$30,000.00**

One-Time Services	Quantity	One-Time Fees (USD)
Domo Immersion - 3.5 day Training(Free)	1	
Kickstarter Consulting II	1	$ 5,000.00

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	Total One-Time Fees	**$ 5,000.00**

Pricing Expires: August 4, 2026

Payment Schedule	Payment Term	Invoice Amount (USD)
One Time Fee	Annual In Advance - Net 30	$ 5,000.00
Year 1	Annual In Advance - Net 30	$20,001.00
Year 2	Annual In Advance - Net 30	$24,999.00
Year 3	Annual In Advance - Net 30	$30,000.00

Terms Specific to Credits

The above Subscription Services are being provided under a consumption-based model based on utilization of credits. Credits apply based on activities performed within the Subscription Services. The specific activities, the number of credits associated with each activity, and other terms specific to credit utilization are set forth at www.domo.com/consumption-terms (the "Supplemental Terms"). The Supplemental Terms form a part of and are incorporated by this reference into this Service Order.

Credit Pricing

- **Purchase of Additional Standard Credits.** During the above Initial Term, Subscriber may purchase additional standard credits at the below specified one-time rate (the "One-Time Rate") or as provided under the tiered pricing option described below. Each purchase of additional standard credits requires a minimum purchase of 1,000 standard credits. All credits expire at the end of the applicable specified period and do not rollover.
- **Extended Term Tiered Pricing Option.** If, at the time of purchase of additional standard credits, you enter into an amendment to extend the Initial Term of this Service Order to continue for a total of 36 months* for at least the same total annual fees paid by you under this Service Order (and any amendments hereto) for standard credits prior to the amendment date plus the total fees payable by you for the additional standard credits (or for standard credit overages as described below), then the per credit rate for the additional credits will be determined based on the below pricing tiers. The applicable per credit rate for the additional standard credits is calculated based on the total annual fees paid by Subscriber under this Service Order (including any amendments hereto) for standard credits PLUS, if applicable, fees paid for Advanced Customer Enablement (ACE) services, during the then-current annual term prior to the date of purchase of the additional standard credits. Upon reaching a new pricing tier, the new per credit rate will apply to additional standard credits purchased by you during the Initial Term (until you reach the next tier and provided that you enter into another amendment to continue for a total of 36 months*) but will not apply retroactively to standard credits purchased prior to reaching the new tier for that annual period.
- **Courtesy Credits.** Only during the time period specified above, Subscriber is permitted to exceed the number of standard credits purchased for such period by up to the number of courtesy credits specified above at no additional charge. Courtesy credits will not apply to any other time periods under this Service Order or to any renewal of this Service Order.
- **Overages.** If, at any time, standard credit utilization, aggregated across all instances of the Domo Platform, including the Domo Everywhere suite of services, and all apps, exceeds the specified number of standard credits, Domo will invoice you, and you will pay, for the excess usage at the One-Time Rate. Alternatively, overages will be charged at the applicable tiered rate if, at the time the overages are incurred, you elect to enter into an amendment to extend the term of this Service Order for a total of 36 months.*

*36 months is measured from the closest of (i) the first day of the then-current contract year under this Service Order, (ii) the first day of the next contract year under this Service Order, or (iii) the expiration date of this Service Order.

Contract Rate (USD): $3.00 (Rate for initial standard credits purchased under this Service Order)

One-Time Rate (USD): $3.25

Tiered Rates (USD): 36 Months

- $50,000: $1.25
- $75,000: $1.10

Early Termination for Non-Appropriation of Funds

This Service Order is for an Initial Term of three year(s); provided, however, that, only if sufficient funds are not allocated by the appropriating government agency for the second (9.X.27 – 9.X.28) or third (9.X.28 – 9.X.29 Initial Term, then Subscriber may, by emailing written notice of termination for reason of insufficient appropriation of funds to [email redacted] at least 30 days prior to the start of the applicable contract year, terminate this Service Order effective at the end of t act year. If Subscriber fails to send such written notice of termination at least 30 days prior to the start of the applicable contract year, this Service Order will continue in effect for the subsequent contract year. Subscriber acknowledges and agrees that funds have been appropriated for the Services under this Service Order for

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the 2026 and 2027 fiscal year (i.e. through 9.30.2027).

General Terms and Conditions

- This Service Order is between you (the Subscriber identified above) and Domo, Inc. as of the Effective Date specified above. This Service Order is subject to the Domo Software as a Service Agreement located at www.domo.com/service-terms (the "Service Agreement").
- The parties understand and acknowledge that Subscriber is subject to applicable terms of the Idaho Constitution. The parties do not intend to violate the terms and requirements of the Idaho Constitution or other applicable laws or regulations by execution of this Service Order. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated in accordance with the rules, regulations, and resolutions of Subscriber, as applicable, and other applicable law. Subscriber acknowledges and agrees that funds have been appropriated for the Services under this Service Order for the 2026 and 2027 fiscal years and, for the remaining years of the Initial Term of this Service Order, if funds are not appropriated, Subscriber may terminate this Service Order by providing 30 days' written notice prior to the start date of the applicable contract year as described in the Early Termination for Non-Appropriation of Funds section of this Service Order.
- This Service Order may be signed using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

Teton County Idaho	Domo, Inc.
Signature: **By**: **Date:** **Title**:	**Signature:** **By**: **Date**: **Title**:
Billing Address: r Ste 208 [address redacted] United States	[address redacted] UT 84003 United States
Billing Contact:	Attention: Finance Department
Billing Phone Number:	Phone Number: [phone redacted]
Billing E-Mail Address:	E-Mail Address: [email redacted]
Project Manager:	Account Executive: Adam Dunkley

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