



Regular session resumed. No decision was made as a result of the Executive Session.

County Prosecutor Kristina Schindele appeared to update the board. She has a criminal trial beginning March 31, 2014, and jury selection will begin March 7, 2013 at the Elk's Club.

The monthly department heads meeting was held.

Alan Roberts, Extrication Department, appeared to update the board. The addition to the Pine EMS building is coming along. They will be having an electric pump installed in their primary truck. He is looking into adding motion sensor switches for the lights to automatically come on when they come into their building.

Wade Baumgardner, Veterans Service Officer, was unable to appear, but provided the board with an update for the month. In the last month he has been busy providing assistance in recovering portions of funeral costs through the Veterans Administration re-imbusement allowances. He has assisted thirty one veterans, spouses or family members with specific VA issues.

Jennifer Crogg, Misdemeanor Probation, was also unable to appear, but provided the board with her update for the month. The total number of clients on probation is one hundred forty nine. As of this date, ten clients were added to the caseload and four were released or terminated from probation. The number of condition of release clients is thirty one. There are twenty three clients enrolled in community service, which is the number of clients on unsupervised probation only.

Alan Christy, Land Use and Building Department Director appeared. Mr. Christy and Mr. Riley attended flood training. They received several handouts and will be doing a public outreach later in the week with letters to residents regarding flood insurance and rate increases. They are having an issue with Owyhee County regarding how Elmore County values buildings. Owyhee County has a different valuation system which means a building permit in Owyhee County costs approximately 20% more than one in Elmore County, so they feel that Mr. Christy should adjust his valuation system. He stated that he will continue his current valuation process. Mr. Christy is anticipating a few openings on the Planning and Zoning Commission and will be advertising when the openings become available. Eighteen building permits were issued for November 2013. Four Owyhee permits were issued in October 2013. There are currently two pending building permits for Owyhee County and one pending permit for Elmore County. They have thirty active code enforcement investigations, down from thirty three active the previous month.

Mir Seyedbagheri, Extension Office Director, appeared to update the board. He has been busy conducting several post-harvest potato surveys. He has also been busy with administrative meetings related to post-fire range rehabilitation. There have been several seeding operations going on in the burned out areas.

Steve Dye, Juvenile Probation Director, appeared to update the board. Mr. Dye reviewed the Juvenile Justice annual financial report, caseload summary and community service projects.

Motion by Corbus, second by Wootan, to authorize Chairman Hofer to sign the Juvenile Justice Annual Financial Report.

**HOFER** ..... -**AYE**  
**CORBUS** ..... -**AYE**  
**WOOTAN**..... -**AYE**

**Motion carried and so ordered.**

Carol Killian, Disaster Services Coordinator, appeared. Ms. Killian met with Carl Pharris, of the Mountain Home Highway District and they took several “before” pictures of culverts, bridges and streams in the fire area in the event of damage by possible flooding. She attended the highway district meeting regarding logging and snowmobile trails. In the event of snow, roads will be groomed so logging can continue in the Meadow Creek area until December 20<sup>th</sup> unless more than eighteen inches of snow falls. The logging operations will not interfere with the snowmobile trails. Approximately sixty logging trucks are coming out of the area per day. Ms. Killian has completed the reconciliation of the structure protection trucks for the Little Queens Fire and Elk Complex Fire.

Motion by Wootan, second by Corbus, to approve the 2013 Idaho Bureau of Homeland Security EMPG grant paperwork and authorize Chairman Hofer to sign on behalf of the county.

**HOFER** ..... -**AYE**  
**CORBUS** ..... -**AYE**  
**WOOTAN**..... -**AYE**

**Motion carried and so ordered.**

Motion by Wootan, second by Corbus, to approve the 2013 Idaho Bureau of Homeland Security SHSP grant paperwork and authorize Chairman Hofer to sign on behalf of the county.

**HOFER** ..... -**AYE**  
**CORBUS** ..... -**AYE**  
**WOOTAN**..... -**AYE**

**Motion carried and so ordered.**

Ms. Killian discussed the precipitation monitors.

Jeff Day, Chairman of the Waterways board, appeared to give the board a recommendation for a new member to the waterways board. He discussed the Hammett Park boat ramp.

The elected officials meeting was held. Assessor Ron Fisher, Treasurer Rose Plympton and Clerk Steele appeared to update the board.

Assessor Fisher’s office is continuing the yearly review of properties, and are ninety percent completed. They have been signing up residents for their homeowner’s exemptions.

Treasurer Plympton’s office sent out tax bills last week. They will be collecting approximately \$21 million for 2013.

Clerk Steele’s office will be conducting a recall election and a possible school board election in March 2014.

Motion by Wootan, second by Hofer, to approve and sign the Road Maintenance Agreement with Boise County regarding Arrow Rock Road.

**HOFER** ..... -**AYE**

**CORBUS** ..... -**AYE**

**WOOTAN** ..... -**AYE**

**Motion carried and so ordered.**

**ROAD MAINTENANCE AGREEMENT REGARDING ARROWROCK ROAD**

This Road Maintenance Agreement Regarding Arrowrock Road (the “**Agreement**”) is made as of this 25<sup>th</sup> day of November, 2013 (“**Effective Date**”) and is by and between the **Atlanta Highway District** (“**AHD**”), a political subdivision of the State of Idaho, **Boise County** (“**Boise County**”), a political subdivision of the State of Idaho and **Elmore County** (“**Elmore County**”) a political subdivision of the State of Idaho, individually a “**party**” and collectively, the “**parties.**”

**Recitals:**

- A. Each of the parties hereto is a public agency.
- B. That portion of Arrowrock Road from the Ada County line, approximately 0.8 miles from Idaho State Highway 21 for twenty-eight (28) miles to approximately mile post 30 at the Boise County/Elmore County line, located within Boise County (“**Arrowrock Road**”), is under the jurisdiction of Boise County. The signage, maintenance and improvement of the Arrowrock Road is the responsibility of Boise County.
- C. Each of the parties hereto has an interest in see that Arrowrock Road is maintained for year round travel.
- D. Arrowrock Road is the primary road connecting the town of Atlanta, Idaho with its major retail, medical and law enforcement providers. Arrowrock Road is within Boise County, but it is a great distance from the headquarters of the Boise County Road Department.
- E. The geographical boundaries of AHD are located in such a manner as to enable AHD to more efficiently perform certain of Boise County’s maintenance obligations on Arrowrock Road.

F. On October 1, 2013, Boise County did not renew its contract with AHD to maintain the Arrowrock Road as it had done for the previous several years.

G. Boise County has elected not to maintain the Arrowrock Road from November 1, 2013 through April 30, 2014.

H. Elmore County and AHD desire for the Arrowrock Road to be maintained from November 1, 2013 through April 30, 2014 in order to provide ingress and egress to the town of Atlanta for emergency and law enforcement services, mail delivery, trash service and for Elmore County residents and residents in general throughout the State of Idaho.

I. Elmore County has agreed to contribute fifty percent (50%) to the cost of the limited Winter Maintenance, as hereafter defined, on Arrowrock Road during the term of the Agreement, provided Boise County and AHD agree to and comply with the terms set forth in this Agreement.

**Agreements:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Boise County, at its sole cost and expense, shall as soon as is reasonably possible following the Effective Date, take any and all steps necessary to re-open the Arrowrock Road and to provide notice to the public, by posting and publishing, that the Arrowrock Road will be maintained from the Effective Date through April 30, 2014 by Boise County.

2. Boise County hereby employs AHD as its contractor to perform certain limited winter maintenance activities on Arrowrock Road during the term of this Agreement, as follows: i.e. plow snow (above the compacted snow floor) after an accumulation of six inches or more (based upon the snow depth at the Boise/Elmore County boundary) ("**Winter Maintenance**"). The limited Winter Maintenance will be performed as equipment and personnel are available, at the determination of AHD.

3. Boise County and Elmore County, each in the amount of fifty percent (50%), of such billings, agree to pay AHD the sum of either \$150 or \$135 for each hour expended performing the Winter Maintenance of the Arrowrock Road (as determined by AHD depending upon the equipment used - with it being the intent of AHD to accomplish the task with the least cost equipment for the job), upon receipt and approval of itemized billings from AHD, which billings shall be submitted no more frequently than monthly to each county showing the combined billings and the individual county invoices, with fifty percent (50%) of the monthly billing the obligation of Boise County and fifty percent (50%) of the monthly billing the obligation of Elmore County. Separate invoices shall be sent to each respective county. Notwithstanding anything to the contrary contained herein, the obligations of Boise County and Elmore County under this Agreement shall be limited to the sum of Ten Thousand Dollars (\$10,000.00) each for a combined billing limit of Twenty Thousand Dollars (\$20,000.00). In the event it appears AHD will need sums in excess of Twenty Thousand Dollars (\$20,000.00) to perform the Winter Maintenance of Arrowrock Road prior to the expiration of the Agreement, the parties agree to meet timely and in good faith to work out a plan to insure the continued maintenance of the Arrowrock Road and payment thereof, so that Arrowrock Road will remain open through April 30, 2014 or the earlier termination of this

Agreement. Neither county shall be obligated for the obligation or liability of the other county under this Agreement.

4. This Agreement shall be in effect from the Effective Date until the earlier of: (i) April 30, 2014; and (ii) the execution of a long term agreement regarding the maintenance of Arrowrock Road by Boise County and AHD.

5. Each party hereto shall indemnify the other party from and against negligence committed by the Indemnifying party in connection with the performance of this Agreement.

6. The parties shall maintain liability insurance in an amount not less than \$500,000.

7. The parties agree to comply with all federal, state, city and local laws, rules and regulations in carrying out the work and terms of this Agreement.

8. AHD agrees that it will not assign the work contemplated under this Agreement to any other entity without the express written agreement of Boise County and Elmore County.

9. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement.

10. This Agreement may be executed in any number of counterparts, each of which shall be taken as an original, and all such counterparts shall constitute one and the same instrument.

This Agreement is executed effective as of the Effective Date.

**ELMORE COUNTY COMMISSIONERS**

**/S/ ALBERT HOFER, Chairman**

**/S/ FRANKLIN L. CORBUS, Commissioner**

**/S/ WESLEY R. WOOTAN, Commissioner**

**ATTEST: /S/ BARBARA STEELE, Clerk**

Motion by Hofer, second by Wootan, to approve the Certificates of Residency applications for Heather Noelle Baker, Morgan Paige McCluskey, Hannah E. Mouritsen and Zachary Wayne Law.

**HOFER ..... -AYE**

**CORBUS ..... -AYE**

**WOOTAN ..... -AYE**

**Motion carried and so ordered.**

Motion by Hofer, second by Corbus, to approve the expenses in the amount of \$129,859.28.

**HOFER ..... -AYE**

**CORBUS ..... -AYE**

**WOOTAN ..... -AYE**

**Motion carried and so ordered.**



Motion by Wootan, second by Corbus, to adjourn.

**HOFER** ..... -**ABSENT**

**CORBUS** ..... -**AYE**

**WOOTAN** ..... -**AYE**

**Motion carried and so ordered.**

**ATTEST:**

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**ALBERT HOFER, Chairman**

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**BARBARA STEELE, Clerk**