AGENDA
Fire Commissioners Monthly Meeting
November 18, 2026
Starting at 3:00pm

Meeting Called to Order

Action Items:

1. Approval of minutes;
2. VURA MOU;
3. Appointment of Impact Fee Committee;

Discussions Items:

1. Fire Commissioners Dues and Annual Conference;
2.Chief's Report;

NOTICE

Those wishing to join can do so via the Zoom video option, or call-in number and access code provided below.

Join Zoom Meeting

https://us02web.zoom.us/j/6890859212?pwd=jC2GzkRjSR9bqMc0JRJk7d6h64e03Q.1

Meeting ID: 689 085 9212
Password: tetonfire
Or Dial-in by your location:
+1 301 715 8592 US
+1 312 626 6799 US (Chicago)
Meeting ID: 689 085 9212
Password: 778574

Teton County Fire Protection District

P.O. Box 474

911 N. Hwy 33

October 27, 2026- Driggs Fire Station, as well as Teleconferenced via Zoom

In Attendance:

Jason Letham, Fire Commissioner

Bob Foster, Fire Commissioner

Erin Borbet, Fire Commissioner

Bart Birch – Legal Council- absent

Mike Maltaverne-Fire Chief

Kevin Brown- Fire Marshal

Mariana O'Neill -CFO

External: Michael Miller, Teton Valley Signal

Meeting began @ 1407 hours

Commissioner Letham called the meeting to order.

Minutes: Commissioner Foster asked for comments on the minutes from September meeting**.**

Commissioner Foster made a motion to approve the mintes as presented.

Commissioner Borbet seconded the motion.

Commissioner Foster sked for all in favor. All replied "aye", and the minutes were approved as presented.

Claims: Commissioner Letham asked for any questions or comments on the claims presented for the period **of September 2026.**

No comments or questions were asked.

Commissioner Foster made a motion to approve the claims as presented.

Commissioner Borbet seconded the motion.

Commissioner Foster asked for all in favor. All replied "aye", and the claims were approved as presented.

Budget Statement:

Commissioner Foster asked for any questions or comments on the September statement.

Commissioner Foster discussed concerns about the Charles Schwab investment account, noting a $5,600 decrease in value over 9 months and $8,300 in administrative fees. Mariana acknowledged these losses were market-related and due to conservative investment requirements mandated by state statute. Mariana reported that the account value had increased from 1.8 million in October 2023 to over 2 million in October 2024, with expected annual returns of about 4%. The conversation ended with the approval of the September budget statement

Commissioner Foster made a motion to approve the Budget Statement as presented.

Commissioner Borbet seconded the motion.

Commissioner Foster asked for all in favor. All replied "aye", and the Budget Statement was approved as presented.

B on 33 Non profit

The B on 33 board explained Beyond 33's mission to transform the bike path from Victor to Briggs into a wildflower and pollinator garden over a 10-20 year project, starting with phase one which included planting native plants and creating an educational tool. The organization recently became its own 501c3 nonprofit after initially operating under TTAP's fiscal sponsorship. They presented a $1,000 check to the fire district to support the wildfire mitigation efforts.

Fire Pond Requirements Discussion

Fire Marshal Brown presented a proposal to disallow fire ponds for new development in the county, citing reliability and maintenance issues with the current 150-180 fire ponds. He explained that fire ponds are becoming less predictable and effective for firefighting, with many being in disrepair and losing significant water to evaporation. The proposal would grandfather in existing fire ponds while requiring new developments to implement alternative water supply systems like cisterns or pressurized wells, with developers bearing the cost. He noted that other rural communities have already discontinued fire ponds and that water rights concerns may further complicate their continued use. He requested

the board review and potentially sign an attorney-reviewed version of the document at the next meeting.

Fire Chief Report

The fire chief reported on recent promotions, ongoing hiring for 2-3 positions with 20 applications under review, and interviews for a welfare coordinator position, with decisions expected within a week. The conversation ended with a motion to enter executive session to discuss personnel matters and legal counsel communication.

1. **Commissioner Letham made a motion to enter 1. Executive Session per Idaho Code 74-206(b) To consider the evaluation a public officer, employee, staff member or individual agent.**
2. **Commissioner Foster Seconded the motion.**

Roll Call:

Jason Letham, aye

Bob Foster, aye

Erin Borbet, aye

The board moved into Executive session at 1435 hours

The board came out of Executive session at 1517hour

Commissioner Letham made a motion to adjourn at 1520 hours.

Commissioner Foster seconded the motion.

Commissioner Letham asked for all in favor. All replied "aye", and the Board of Fire Commissioners were adjourned.

Outlook

RE: Urban Renewal

From Ben Seloske <Ben.seloske@tax.idaho.gov>
Date Wed 11/4/2026 9:54 AM
To Mariana O'Neill <moneill@tetoncountyfire.org>
Cc Alan Dornfest <Alan.Dornfest@tax.idaho.gov>

Good morning Mariana,

This question is a little tough because it requires us to estimate how much value the urban renewal area could increase each year. On top of that, we would need to separate those increases into new construction value and appreciation, because your district would get budget increases for 90% of the new construction each year while “opted out” but no budget increases for appreciation. But if the district “opts in,” then when the RAA eventually terminates the district would get budget increases for 80% of both new construction and appreciation (that’s the increment value).

There is a fairly new Revenue Allocation Area (RAA) in Victor which had its first increment value in 2025 for about $2.2 million. However, this year the increment value for that RAA has jumped up to $27.8 million. There’s no way for me to tell how much of that $25.6 million increase is new construction (vs appreciation), but let’s just assume it’s all new construction so we can establish an upper estimate. So hypothetically, if all of the increase in the Victor North RAA’s increment value in 2026 was for new construction and the fire district was “opted out” of the UR, that could mean up to $14K budget increase the fire district could have had in 2026 ($25.6M x 90% x 2025 levy rate). Since quite a bit of the increment value could be appreciation, I need to emphasize “up to” because it could be much less.

For example, if only half of the 2026 increment value was actually new construction, then the district could have had $7K budget increase in that year if it was “opted out.” Since the district is currently “opted in,” that same increase to increment value is expected to result in ~$13K when the RAA terminates (potentially not until the year 2044).

That’s an analysis based on a fairly new RAA in Victor, but it should at least give you an idea of ballpark figures and illustrate that it’s hard to predict whether an RAA’s increment value will increase by $2M or $25M. It also shows how much the outcome depends on whether future value increases will be mostly new construction or appreciation, because the district will not benefit very much from “opting out” if the new construction is low.

I know that urban renewal is complicated, so please feel free to fire more questions my way!

Best,

Ben Seloske | Research Analyst, Principal
Idaho State Tax Commission | Property Tax Division
ben.seloske@tax.idaho.gov | phone: (208) 334-7541

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Help us protect the security of taxpayer information.
Please notify the sender and delete this email if you received it in error.

From: Mariana O'Neill <moneill@tetoncountyfire.org>
Sent: Wednesday, November 4, 2026 8:40 AM
To: Ben Seloske <Ben.seloske@tax.idaho.gov>
Subject: Urban Renewal

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.

Hi Ben,

Our fire district is currently in discussions with Victor Urban Renewal regarding a proposed urban renewal district. Our commissioners would like to better understand the potential financial implications to the fire district if we were to opt in.

Specifically, is there a way to calculate the potential new construction tax revenue the fire district may forgo by participating in the urban renewal district? We would like to get a better understanding of the long-term financial impact this could have on the district.

Is this something you could help us calculate, or could you point me in the right direction as to who we should contact or what information we would need to get started?

Thank you for your help!

Mariana O'Neill
Chief Financial Officer

t: 208-715-5201 | m: 307-699-7949
911 N. Hwy. 33/P.O. Box 474, Driggs, ID, 83422
Web: www.tetoncountyfire.org
Email: moneill@tetoncountyfire.org

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CAPITAL EQUIPMENT REIMBURSEMENT AND INTERAGENCY AGREEMENT
(Fire Engine and Medic Van Acquisition)
by and between
VICTOR URBAN RENEWAL AGENCY
and
TETON COUNTY FIRE PROTECTION DISTRICT

THIS CAPITAL EQUIPMENT REIMBURSEMENT AND INTERAGENCY AGREEMENT (the "Agreement") is entered into as of this ___ day of _____, 2026, by and between the **VICTOR URBAN RENEWAL AGENCY**, an independent public body corporate and politic organized and existing under the urban renewal law of the State of Idaho (the "Agency" or "VURA"), and the **TETON COUNTY FIRE PROTECTION DISTRICT**, a political subdivision of the State of Idaho (the "District" or "TCFPD"). The Agency and the District may collectively be referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Agency is an urban renewal agency created, organized, and operating pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Urban Renewal Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"); and

WHEREAS, the City Council on December 9, 2015, after notice duly published, conducted a public hearing on the Victor Urban Renewal Plan, also known as the Victor Revenue Allocation Area or the Downtown Victor Urban Renewal District (the “Downtown Victor Plan”); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2015-12-09(3) on December 9, 2015, approving the Downtown Victor Plan, making certain findings, and establishing the Victor revenue allocation area (the “Downtown Victor Urban Renewal Area”); and

WHEREAS, the City Council on August 10, 2016, after notice duly published, conducted a public hearing related to the correction of a scrivener’s error found in the legal description of the Downtown Victor Urban Renewal Area; and

WHEREAS, following said public hearing, the City Council adopted its Corrected Ordinance No. 2015-12-09(3) on August 10, 2016, correcting the Downtown Victor Urban Renewal Area legal description; and

WHEREAS, the City Council on November 13, 2024, after notice duly published, conducted a public hearing on the Victor North Revenue Allocation Area or the Victor North Urban Renewal District (the “Victor North Plan”); and

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WHEREAS, following said public hearing, the City Council adopted Ordinance No. 0628 on November 13, 2024, approving the Victor North Plan, making certain findings, and establishing the Victor North Plan revenue allocation area; and

WHEREAS, the City Council on February 12, 2025, after notice duly published, conducted a public hearing related to the correction of a scrivener's error found in the legal description of the Victor North Plan which contained area that was to be excluded from the project area; and

WHEREAS, following said public hearing, the City Council adopted its Corrected Ordinance No. 0628 on February 12, 2025, correcting the Victor North Plan legal description; and

WHEREAS, the Downtown Victor Plan and the Victor North Plan are herein collectively referred to as the "Existing Urban Renewal Plans" or "Existing Urban Renewal Areas"; and

WHEREAS, the Agency currently administers the Existing Urban Renewal Plans within the municipal boundaries of the City of Victor, Idaho ("City"); and

WHEREAS, the District provides fire protection, rescue, and emergency medical services (EMS) throughout Teton County, including all real property, businesses, and residents located within the City and the Existing Urban Renewal Plans; and

WHEREAS, accelerated growth and redevelopment within the City and the Existing Urban Renewal Areas require enhanced public safety and emergency response capacity, necessitating the acquisition of essential capital equipment by the District, specifically a new fire engine and a new medic van (collectively, the "Capital Equipment"); and

WHEREAS, under Idaho Code §§ 50-2007, 50-2008, and 50-2909, urban renewal agencies are authorized to cooperate with public bodies and allocate tax increment revenue allocation funds to finance eligible public capital improvements, infrastructure, and capital equipment that serve and benefit urban renewal project areas; and

WHEREAS, the total estimated procurement cost for the Capital Equipment is $1,080,000, consisting of $780,000 for the fire engine and $300,000 for the medic van; and

WHEREAS, the District has historically specifically assigned a fire engine and medic van for use within the City limits based on the volume of service needs within that geographic area. Although this equipment may be used outside the City limits should the need arise, it is primarily utilized within the City limits. The Capital Equipment is intended

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to replace this City allocated equipment; and

WHEREAS, considering the Capital Equipment request is for a fire engine and medic van that will primary serve the City limits, the Parties have negotiated a proportionate reimbursement structure based on the acreage within the City limits and the acreage within the overlapping Existing Urban Renewal Areas. This proportionate reimbursement structure is utilized to determine the Agency's equitable financial contribution toward the Capital Equipment for utilization within the City; and

WHEREAS, the total acreage within the City limits is 1,696 acres. The Victor North Plan comprises 354.50 acres, 20.9021% of the total City acreage. The Downtown Victor Plan comprises 96.37 acres, 5.6822% of the total City acreage. Combined, the Existing Urban Renewal Areas total 450.87 acres, representing 26.584% (rounded to 27%) of the total City acreage; and

WHEREAS, considering the total acreage of the Existing Urban Renewal Areas makes up 27.00% of the total City acreage, the proportionate funding contribution of the estimated Capital Equipment cost for equipment to be utilized in the City would be $291,600.00, which makes up 27.00% of the total Capital Equipment cost; and

WHEREAS, this Agreement is made pursuant to Idaho Code § 67-2328 (Joint Exercise of Powers) and Idaho Code Title 50, Chapters 20 and 29 to define the terms, conditions, schedule, and limitations governing the Agency's reimbursement to the District.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

AGREEMENT

I. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until all obligations of each Party are complete or as otherwise terminated under the terms of this Agreement.

II. **PURPOSE**. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. The Agency's commitment herein is intended to comply with the Agency's authority under the Law and the Existing Urban Renewal Plans and is not a gift or donation of public funds. The purpose of this Agreement is to effectuate the Existing Urban Renewal Plans and to facilitate the acquisition of essential capital emergency response equipment to serve the growing population and development within the Agency's Existing Urban Renewal Areas. The funding of such equipment and the fulfillment

generally of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Existing Urban Renewal Plans.

III. AGENCY PARTICIPATION. Generally, the Agency will agree to financially participate with another public entity when such participation achieves the objectives of the Existing Urban Renewal Plans, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the District. The specific participation by the Agency for this particular equipment is as set forth herein.

A. *Eligible Capital Expenses.* The Agency agrees to reimburse certain District equipment costs for a Fire Engine and Medic Van in **an amount not to exceed Two Hundred, Ninety-One Thousand, Six Hundred Dollars and 00/100 ($291,600.00)** ("Reimbursement Obligation"). The estimated costs of such equipment is as follows: fire engine ($780,000 est.) and medic van ($300,000 est.) ("Capital Equipment"). The Agency's reimbursement amount is based on the proportionate share of potential services costs of the City Capital Equipment attributable to the Existing Urban Renewal Areas. The $291,600.00 represents a strict, non-negotiable maximum reimbursement cap. If the actual final procurement cost of the Capital Equipment exceeds $1,080,000, the District shall be solely responsible for funding any shortfall. If the actual final procurement cost is less than $1,080,000, the Agency's contribution shall be reduced proportionally.

B. *Operating Expenses Prohibited.* Pursuant to Idaho law, under no circumstances shall Agency funds be allocated to or utilized for general operating expenses, routine maintenance, administrative overhead, or personnel salaries/benefits of the District.

IV. REIMBURSEMENT PROCEDURE. Reimbursement payments from the Agency to the District shall be made annually. Annual payment from the Agency shall not exceed One Hundred Thousand Dollars and 00/100 ($100,000.00) each fiscal year.

A. *Invoices.* Prior to receiving any reimbursement payment from the Agency, the District shall submit to the Agency Director: (a) a formal written reimbursement request/invoice; (b) vendor invoices, purchase orders, and proof of full or partial payment showing purchase of the designated Capital Equipment; and (c) documentation confirming delivery and placement of the equipment into active service serving the Existing Urban Renewal Areas. The Agency's Reimbursement Obligation shall not commence until District has provided invoices, or the equivalent thereof, to the Agency for the Capital Equipment. The Agency shall review and verify all submitted documentation within thirty (30) days of receipt. Approved payments shall be disbursed within forty-five (45) days of verification.

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B. *Tax Increment Limitations.* In conjunction with its receipt of revenue allocation proceeds on a biannual basis, the Agency agrees to make payment of not more than fifty percent (50%) of the tax increment revenue allocation proceeds arising from the Existing Urban Renewal Areas, until such time as the Reimbursement Obligation has been paid in full the amount of $291,600.00, or the termination of the Urban Renewal Plan, whichever occurs first. **DISTRICT ACKNOWLEDGES THE TAX REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE URBAN RENEWAL PLAN, AND ASSUMES THAT RISK.**

C. *Reimbursement Schedule.* Payments shall be disbursed in accordance with the following multi-year schedule:

Year	Beginning Balance	Scheduled Payment	Ending Balance	Cumulative Paid
Year 1	$291,600	$50,000	$241,600	$50,000
Year 2	$241,600	$70,000	$171,600	$120,000
Year 3	$171,600	$90,000	$81,600	$210,000
Year 4	$81,600	$100,000	$0	$291,600
Years 5–10	$0	$100,000	$0	$291,600

D. *Early Satisfaction.* The Agency reserves the right, in its sole discretion, to accelerate annual payments or prepay the remaining balance without penalty, provided sufficient tax increment revenues are available. Upon cumulative payments reaching $291,600, all payment obligations of the Agency under this Agreement shall automatically terminate.

E. *Source of Reimbursement.* All payments required of the Agency under this Agreement shall be payable solely from available tax increment revenues generated by the Existing Revenue Allocation Areas. To the extent a new

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urban renewal district or revenue allocation area is formed, this Agreement may be amended to allow reimbursement from that new revenue allocation area, to the extent that revenue allocation area also receives the benefits from the District and the Capital Equipment.

F. *Public Procurement Compliance.* The District warrants that all procurement for the Capital Equipment shall comply fully with applicable Idaho public purchasing and bidding statutes, including Idaho Code Title 67, Chapter 28.

V. NON-RECOURSE. This Agreement does not create a general obligation or debt of the Agency, the City, Teton County, or the State of Idaho within the meaning of any constitutional or statutory limitation. Payments are subject to annual availability of tax increment funds. In the event tax increment revenues in any given fiscal year are insufficient to meet the scheduled annual payment, the unpaid portion shall roll over to the subsequent fiscal year without interest or penalty, subject always to the not-to-exceed amount of Two Hundred, Ninety-One Thousand, Six Hundred Dollars and 00/100 ($291,600.00)

VI. DISTRICT REPRESENTATIONS AND WARRANTIES.

A. *District to Remain in Existing Urban Renewal Areas.* The Agency's Reimbursement Obligation is expressly contingent on the District remaining a part of the Existing Urban Renewal Areas. District represents and warrants that it will not withdraw from said Existing Urban Renewal Areas, pursuant to Idaho Code, Title 50, Chapter 29, for the life of the Existing Urban Renewal Areas.

B. *District to Consent to Inclusion in New South Revenue Allocation Area.* The Agency's Reimbursement Obligation is expressly contingent on the District consenting to be subject to the financing provisions of the proposed Victor South revenue allocation area. District represents and warrants that it will consent to be included in this new Victor South revenue allocation area, pursuant to Idaho Code, Title 50, Chapter 29.

C. *Indemnification.* District shall indemnify, defend, and hold Agency and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against Agency, or its respective officers, agents, and employees by reason of any action or inaction related to this Agreement, provided District shall have no obligation to indemnify and hold Agency, and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees.

VII. OWNERSHIP OF CAPITAL EQUIPMENT. Title, ownership, and registration of the Capital Equipment shall vest solely in the District. The District agrees to use the

Capital Equipment in a proportionate manner within the Existing Urban Renewal Areas which correlates to the Existing Urban Renewal Areas' service needs in comparison to the District's boundary as a whole. The District shall be solely responsible for all operation, fuel, routine maintenance, repairs, licensing, and comprehensive liability/property insurance coverage for the Capital Equipment throughout its operational lifespan.

VIII. TERM AND TERMINATION. This Agreement shall become effective on the Effective Date and shall remain in effect until the earliest of: (a) full disbursement of the $291,600 Reimbursement Obligation amount; (b) expiration or early termination of the Existing Urban Renewal Plans; or (c) mutual written agreement of the Parties.

IX. DEFAULT AND REMEDIES. Failure by either Party to perform any material covenant or obligation under this Agreement within thirty (30) days after written notice specifying the failure shall constitute default. Upon default, the non-defaulting Party may pursue any remedies available at law or in equity, including specific performance or mandamus, provided that the Agency's liability shall at all times remain limited to available tax increment revenues and not to exceed the amount of $290,600.

X. GENERAL PROVISIONS.

A. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. *Entire Agreement and Amendments.* This Agreement contains the entire agreement between the Parties regarding the subject matter herein. Any modification or amendment must be in writing and signed by authorized representatives of both Parties.

C. *Severability.* If any provision of this Agreement is held invalid or unenforceable by a court of law, the remaining provisions shall continue in full force and effect.

D. *Notices.* All formal notices under this Agreement shall be in writing and delivered via certified mail or hand delivery to the official administrative offices of VURA and TCFPD.

E. *Attorney Fees.* In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

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F. *No Joint Venture or Partnership.* Agency and District agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and District a joint venture or partners.

G. *Successors and Assignment.* This Agreement is not assignable except that the District may assign District's rights or obligations under this Agreement to a third party only with the written approval of Agency, at Agency's sole discretion and cannot be reasonably denied.

H. *Captions and Headings.* The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

[end of agreement; signatures to follow on next page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

VICTOR URBAN RENEWAL AGENCY

By: _____
Chair, Board of Commissioners

ATTEST:
By: _____
Executive Director

TETON COUNTY FIRE PROTECTION DISTRICT

By: _____
Chair, Board of Commissioners

ATTEST:
By: _____
District Secretary / Clerk

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TETON COUNTY FIRE PROTECTION DISTRICT
PO Box 474 • 911 North Hwy. 33
Driggs, Idaho 83422 • (208) 715-5201

To: Fire Commissioners Board
From: Mariana O'Neill, CFO

November 18, 2026

Purpose

This memo asks the Board to approve the members who will oversee the District's development impact fees. Staff recommends using the members of the City of Driggs Development Impact Fee Advisory Committee, who would serve the District as well as the City.

Background: Idaho law

The Idaho Development Impact Fee Act (Idaho Code Title 67, Chapter 82) governs how local governments, including fire districts, set, collect and spend impact fees. Idaho Code § 67-8205 requires any governmental entity that is considering, or has adopted, a development impact fee ordinance to establish a development impact fee advisory committee.

The Legislature amended § 67-8205 in 2023 (Senate Bill 1114, 2023 Idaho Sess. Laws ch. 146). As amended, the statute requires that:

- The committee have **at least five (5) members**, appointed by the governing authority or as provided in an intergovernmental agreement.
- **At least two (2) members be active in development, building or real estate.**
- For appointments and reappointments made on or after July 1, 2023, **all members live within the service area**, and **government employees or officials acting in their official capacity may not serve** as members.
- Intergovernmental agreements between a governmental entity (such as a city) and a district identified in § 67-8204A **must provide for an advisory committee** that meets the requirements of § 67-8205.

Under § 67-8205, the committee serves in an advisory role. Its duties are to:

1. Assist in adopting land use assumptions.
2. Review the capital improvements plan and any proposed amendments, and file written comments.
3. Monitor and evaluate implementation of the capital improvements plan.
4. File reports at least once a year on progress of the plan and any perceived inequities in the plan or the fees.
5. Advise on the need to update land use assumptions, the capital improvements plan and the impact fees.

The District must also make its financial and accounting information, professional reports and plan updates available to the committee on request.

Proposal

To meet these requirements, the District has asked the City of Driggs Development Impact Fee Advisory Committee whether its members would be willing to also represent the Teton County Fire Protection District. The City's committee already has experience and working knowledge of impact fee studies, capital improvements plans and the statutory process. Using the same committee for both entities:

- Draws on members who already understand the Act and local growth patterns.
- Keeps the review of City and District impact fees consistent, since the service areas overlap.
- Avoids recruiting and training a separate committee for the District.

Proposed committee members

1. Arne Carter
2. Ken Kirkpatrick
3. Torin Bjorklund
4. Mitzi VanArsdell
5. Patrick Hertz

Next steps

If approved, the committee will meet on **Wednesday, December 3, 2026** to review the impact fee reports for both the City of Driggs and the Teton County Fire Protection District.

Recommended motion

> *"I move to approve the members listed in this memo to serve as the Teton County Fire Protection District's Development Impact Fee Advisory Committee, pursuant to Idaho Code § 67-8205, to oversee the District's development impact fees."*