



MEMORIAL  
AIRPORT

# APPENDIX I

## Einspahr, Morgan

---

**From:** Stephen Zollinger <Stephen.Zollinger@rexburg.org>  
**Sent:** Monday, February 1, 2021 10:50 AM  
**To:** Lori Kyle  
**Cc:** Mayor Johnson; Einspahr, Morgan; Hogan, Jeffery  
**Subject:** Re: Grand Canal

CAUTION: This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Lori,

There are a number of typos in the summary, but the agreements do not bother me at all, and I believe the summary accurately reflects what we would be obligating the city to. I see no reason not to proceed.

Sent from Stephen Zollinger's iPad.

> On Feb 1, 2021, at 10:39 AM, Lori Kyle <lkyle@driggsidaho.org> wrote:

>

> Mayor and Stephen,

>

> In order to proceed with the land acquisition from TLFF Holdings, we need to confirm that the existing agreement (attached) as well as the conditions below are acceptable to the City. This is needed to complete the Environmental Assessment. Please take time to review and confirm that these items are still acceptable.

>

> Thank you!

>

> ----- Forwarded message -----

> From: Morgan Einspahr LEED GA <Morgan.Einspahr@jviation.com<mailto:Morgan.Einspahr@jviation.com>>

> Date: Mon, Jan 4, 2021 at 12:35 PM

> Subject: RE: Grand Canal

> To: Lori Kyle <lkyle@driggsidaho.org<mailto:lkyle@driggsidaho.org>>

> Cc: Jeffery Hogan P.E. <Jeffery.Hogan@jviation.com<mailto:Jeffery.Hogan@jviation.com>>

>

>

> Hi Lori and Happy New Year!

>

> Yes these documents are exactly what I needed, thank you!

>

> The Teton Canal company asked that we follow the same stipulations agreed upon in these documents. I pulled a summary of those relevant to construction. Does the City agree to the same stipulations for the new crossing? We don't need anything official right now but I will send this to the Canal Company and include it in the EA as terms that will be followed.

>

> 1. The culverts will be placed to allow the runway, taxiway, apron or other airport improvements to extend over the top of the canals without affecting their function.

> 2. The structures will be placed in canals benefiting the Water Users and those whose water is delivered through said canals of the Water Users. City hereby acknowledges and recognizes that the water users is the owner of valid, existing,

prescriptive easements for the location, operation and maintenance of said canals to the extend of the historical use thereof.

> 3. The Water Users have reviewed the plat showing the extended runway and has been shown plans for the structures references, but has not participated, and will not participate in any manner, in the design, construction, maintenance or operation of said extended runway or structures to be provided to accommodate continued operation and use of the existing canals. The Water Users have relied, and shall continue to rely, entirely upon the expertise of City and its officers, agents, employees, engineers and contractors for such design, construction, maintenance and operation.

> 4. City, by and through it airport board, employees, engineers, contractors, and other agents, will design, install or construct, maintain and operate the structures described to as to assure the free flow of water in amounts which have historically flowed through the canals of the Water Users for so long as the airport encroaches over said canal.

> 5. The structures are design in such a way as to minimize the risk that debris will collect in them and cause them to overflow or to malfunction or malfunction in an other manner, but City shall be responsible for removing any debris that collects and will indemnify and hold the Water Users handless of and from any and all claims fore very nature and description which may arise or allegedly arise by virtue of the design, installation, construction, maintenance or operations of said extended runway or structures. In other words, by way of example and not by of limitation, if the structures become clogged with debris so that they overflow and cause damage to third-parties or restrict the flow of water to any third-party entitled thereto, City will indemnify the Water Users against such claims.

> 6. The consideration supporting this contract is the water user's consent to allow the structures to be constructed or installed and the City's agreement to design, construct, install, maintain and operate said extended runway and structures and to indemnify the Water Users against the consequences as provided herein.

> 7. From Article 11, Section 2. The construction or installation of structures for the purpose of crossing a canal or lateral of the corporation for usual and reasonable purposes shall be permitted; provided however, that any person or entity desiring to do so shall first present a written proposal for the same to the board of directors of the corporation for approval. Each such proposal shall contain drawings showing the location of the proposed crossing and the proposed design of the structure, including a description of the materials to be used, methods and time of construction. No such structures will be permitted to narrow the width of the canal at the proposed location, and must be no less than one foot higher at its lowest point that the water surface of the canal or lateral at its maximum capacity. No construction shall be undertaken without prior written approval of the board and without satisfactory assurance that the work will be done in a timely and workmanlike manner with no weakening of the banks of the canal or lateral or obstruction of the capacity of the canal or lateral, and that the sites will be left in a clean and visually attractive condition with the work is completed. The decision of the board shall be given, in writing, within thirty (3) days of the receipt by the board of the written proposal.

>

>

>

> Morgan Einspahr LEED GA

> Environmental Planner

> Jviation, Inc.

> Direct 303.947.2391

> Cell 303.947.2391

> Morgan.Einspahr@jviation.com<mailto:Morgan.Einspahr@jviation.com>

>

> 900 S. Broadway, Suite 350

> Denver, CO 80209

> Office 303.524.3030

> Fax 303.524.3031

>

<https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.jviation.com%2F&data=04%7C01%7C Morgan.Einspahr%40woolpert.com%7C4a751b3053b347b047ae08d8c6d9d65b%7C987179e81c49493a88e806d464695b5c%7C0%7C0%7C637477986202844408%7CUnknown%7CTWFpbGZsb3d8eyJWljojoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwlcjVCI6Mn0%3D%7C1000&data=uMgylyy6LEs0aMTyPOeY%2Fbe%2BcFpYhkAPPai1yEyT5zo%3D&>

amp;reserved=0<https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.jviation.com%2F&data=04%7C01%7CMorgan.Einspahr%40woolpert.com%7C4a751b3053b347b047ae08d8c6d9d65b%7C987179e81c49493a88e806d464695b5c%7C0%7C0%7C637477986202844408%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=uMgylyy6LEs0aMTyPOeY%2Fbe%2BcFpYhkAPPai1yEyT5zo%3D&reserved=0>

>  
> From: Lori Kyle <lkyale@driggsidaho.org<mailto:lkyale@driggsidaho.org>>  
> Sent: Thursday, December 31, 2020 3:07 PM  
> To: Morgan Einspahr LEED GA <Morgan.Einspahr@jviation.com<mailto:Morgan.Einspahr@jviation.com>>  
> Cc: Jeffery Hogan P.E. <Jeffery.Hogan@jviation.com<mailto:Jeffery.Hogan@jviation.com>>  
> Subject: Grand Canal

>  
> Hi Morgan,  
>  
> I believe this contains all documents in their entirety.

>  
> --  
> Lori Kyle  
> Facilities Manager  
> City of Driggs  
> Administrator  
> Driggs Reed Memorial Airport  
> lkyale@driggsidaho.org<mailto:lkyale@driggsidaho.org>  
> (208) 354-2362 ext. 2190

>  
>  
> \*\*All communications are subject to Idaho Open Records Law and Driggs City Communications Policies.

>  
>  
> --  
> Lori Kyle  
> Facilities Manager  
> City of Driggs  
> Administrator  
> Driggs Reed Memorial Airport  
> lkyale@driggsidaho.org<mailto:lkyale@driggsidaho.org>  
> (208) 354-2362 ext. 2190

>  
>  
> \*\*All communications are subject to Idaho Open Records Law and Driggs City Communications Policies.

File on  
Grand Teton Canal Co

February 3, 2004

Information for the  
Driggs City Council  
Driggs Airport Board

Presented by:  
Grand Teton Canal Company, Limited  
P.O. Box 1099  
Driggs, Idaho 83422  
and  
Canal Water Rights  
of  
Former Central Teton Canal

Attending  
Lowell Curtis  
John Letham  
Lavell Johnson

Requested by City of Driggs  
Regarding bridging of canal through airport

Following documents contain

1. Individual agreement between City of Driggs and Mr. Lavell Johnson, dated 9/17/1991
2. Individual agreement between City of Driggs and Mr. Lowell Curtis dated 9/24/1991
3. Agreement between City of Driggs and Grand Teton Canal Company, dated 9/24/1991
4. First addendum to Agreement, dated 1/31/2001
5. Requirements that needs to be met when a crossing structure is installed. From Grand Teton Canal Company, Limited By-Laws. Article 11 Section 2 (c)
6. C.F.S. of individual water rights in North Airport Canal
7. Grand Teton Canal Company shares and C.F.S. of water in North Airport Canal

RECEIVED

SEP 23 1991

TETON PEAKS, ID.  
COUNTY

FILMED  
INDEXED  
RELATED

109266

AT THE REQUEST OF

Gary Henrie

55 10

December 23, 1991

Asa J. Drake

BY Lorraine Lee

AGREEMENT

This Agreement entered into this 17 day of September, 1991, between THE CITY OF DRIGGS, a political subdivision, State of Idaho (hereinafter referred to as "CITY") and LAVELL JOHNSON AND LOWELL CURTIS (hereinafter referred to as the WATER USERS).

RECITALS

WHEREAS the CITY owns and operates the Teton Peaks-Centennial Airport;

WHEREAS the city is lengthening the runway, installing a taxiway and generally enlarging the airport;

The WATER USERS have canals running through some of the land over which the expanded runway will run and is the owner of prescriptive easements therefore to the extent of historical flows of water through said canals; and

WHEREAS CITY, to assure WATER USERS that the runway improvement will not, now or in the future, compromise the water delivery systems;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Attached hereto and incorporated herewith is a plat showing the expanded runway.
2. The plat indicates five locations where existing canals will run through the airport and culverts will be placed to allow the runway, taxiway, apron or other airport improvements to extend over the top of the canals without affecting their function.
3. The structures (labeled 3) will be placed in canals benefiting the WATER USERS and those whose water is delivered through said canals of the WATER USERS. CITY hereby acknowledges and recognizes that the WATER USERS is the owner of valid, existing, prescriptive

easements for the location, operation and maintenance of said canals to the extent of the historical use thereof.

4. The WATER USERS have reviewed the plat showing the extended runway and has been shown plans for the structures referenced, but has not participated, and will not participate in any manner, in the design, construction, maintenance or operation of said extended runway or the structures to be provided to accommodate continued operation and use of the existing canals. The WATER USERS have relied, and shall continue to rely, entirely upon the expertise of CITY and its officers, agents, employees, engineers and contractors for such design, construction, maintenance and operation.

5. CITY, by and through its airport board, employees, engineers, contractors, and other agents, will design, install or construct, maintain and operate the structures described so as to assure the free flow of water in amounts which have historically flowed through the canals of the WATER USERS for so long as the airport encroaches over said canal.

6. The structures are designed in such a way as to minimize the risk that debris will collect in them and cause them to overflow or to malfunction or malfunction in any other manner, but CITY shall be responsible for removing any debris that collects and will indemnify and hold the WATER USERS harmless of and from any and all claims for every nature and description which may arise or allegedly arise by virtue of the design, installation, construction, maintenance or operation of said extended runway or structures. In other words, by way of example and not by way of limitation, if the structures become clogged with debris so that they overflow and cause damage to third-parties or restrict the flow of water to any third-party entitled thereto, CITY will indemnify the WATER USERS against such claims.

7. The consideration supporting this contract is the water user's consent to allow the structures to be constructed or installed and CITY'S agreement to design, construct, install,

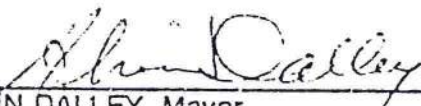


maintain and operate said extended runway and structures and to indemnify the WATER USERS against the consequences as provided herein.

8. The laws of the State of Idaho will control in the enforcement of any of the provisions herein.


9. This agreement has been signed by legal representatives of the parties hereto after the appropriate resolution consistent with this agreement was passed by the City Council and Lavell Johnson and Lowell Curtis

DATED this \_\_\_\_\_ day of September, 1991.

  
\_\_\_\_\_  
ALVIN DALLEY, Mayor  
The City of Driggs

Attest:

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
LAVELL JOHNSON

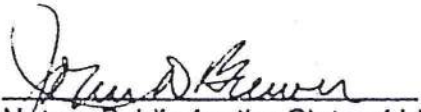
\_\_\_\_\_  
Lowell Curtis

STATE OF IDAHO )  
 )ss.  
COUNTY OF TETON )

On this 25 day of September, 1991, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared before me ALVIN DALLEY, known or identified to me to be the Mayor of the City of Driggs, that executed the within instrument and acknowledged to me that the City of Driggs executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificat first above written.

SEAL

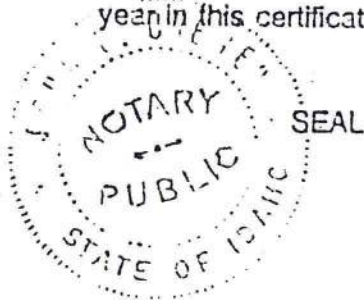
  
Notary Public for the State of Idaho  
Residing at: Driggs  
My Commission Expires: 4-10-93



STATE OF IDAHO            )  
  )ss.  
COUNTY OF TETON        )

On this 25 day of September, 1991, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared before me ~~LAVELL JOHNSON AND LOWELL CURTIS~~, known or identified to me to be the Water Users, that executed the within instrument and acknowledged to me that the City of Driggs executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certifiat first above written.



Frank D. Brewer  
Notary Public for the State of Idaho  
Residing at: Driggs  
My Commission Expires: 4-10-93

OCT 3 1991

TETON Co. Id.  
Clark Recorder

## AGREEMENT

This Agreement entered into this 24 day of September, 1991, between THE CITY OF DRIGGS, a political subdivision, State of Idaho (hereinafter referred to as "CITY") and LAVELL JOHNSON AND LOWELL CURTIS (hereinafter referred to as the WATER USERS).

## RECITALS

WHEREAS the CITY owns and operates the Teton Peaks-Centennial Airport;

WHEREAS the city is lengthening the runway, installing a taxiway and generally enlarging the airport;

The WATER USERS have canals running through some of the land over which the expanded runway will run and is the owner of prescriptive easements therefore to the extent of historical flows of water through said canals; and

WHEREAS CITY, to assure WATER USERS that the runway improvement will not, now or in the future, compromise the water delivery systems;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Attached hereto and incorporated herewith is a plat showing the expanded runway.
2. The plat indicates five locations where existing canals will run through the airport and culverts will be placed to allow the runway, taxiway, apron or other airport improvements to extend over the top of the canals without affecting their function.
3. The structures (labeled 3) will be placed in canals benefiting the WATER USERS and those whose water is delivered through said canals of the WATER USERS. CITY hereby acknowledges and recognizes that the bwater users is the owner of valid, existing, prescriptive

easements for the location, operation and maintenance of said canals to the extent of the historical use thereof.

4. The WATER USERS have reviewed the plat showing the extended runway and has been shown plans for the structures referenced, but has not participated, and will not participate, in any manner, in the design, construction, maintenance or operation of said extended runway or the structures to be provided to accommodate continued operation and use of the existing canals. The WATER USERS have relied, and shall continue to rely, entirely upon the expertise of CITY and its officers, agents, employees, engineers and contractors for such design, construction, maintenance and operation.

5. CITY, by and through its airport board, employees, engineers, contractors, and other agents, will design, install or construct, maintain and operate the structures described so as to assure the free flow of water in amounts which have historically flowed through the canals of the WATER USERS for so long as the airport encroaches over said canal.

6. The structures are designed in such a way as to minimize the risk that debris will collect in them and cause them to overflow or to malfunction or malfunction in any other manner, but CITY shall be responsible for removing any debris that collects and will indemnify and hold the WATER USERS harmless of and from any and all claims for every nature and description which may arise or allegedly arise by virtue of the design, installation, construction, maintenance or operation of said extended runway or structures. In other words, by way of example and not by way of limitation, if the structures become clogged with debris so that they overflow and cause damage to third-parties or restrict the flow of water to any third-party entitled thereto, CITY will indemnify the WATER USERS against such claims.

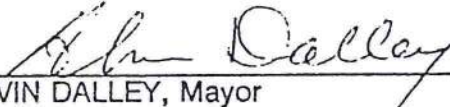
7. The consideration supporting this contract is the water user's consent to allow the structures to be constructed or installed and CITY'S agreement to design, construct, install,

maintain and operate said extended runway and structures and to indemnify the WATER USERS against the consequences as provided herein.


8. The laws of the State of Idaho will control in the enforcement of any of the provisions herein.

9. This agreement has been signed by legal representatives of the parties hereto after the appropriate resolution consistent with this agreement was passed by the City Council and Lavell Johnson and Lowell Curtis

DATED this \_\_\_\_\_ day of September, 1991.

  
ALVIN DALLEY, Mayor  
The City of Driggs

Attest:

  
Clerk

\_\_\_\_\_  
LAVELL JOHNSON

 9/21/91  
Lowell Curtis

STATE OF IDAHO )  
 )ss.  
COUNTY OF TETON )

On this 25 day of September, 1991, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared before me **ALVIN DALLEY**, known or identified to me to be the Mayor of the City of Driggs, that executed the within instrument and acknowledged to me that the City of Driggs executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certifiact first above written.



SEAL

*John D. Brown*

Notary Public for the State of Idaho

Residing at: *Driggs*

My Commission Expires: *4-10-93*

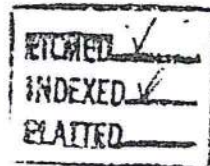
STATE OF IDAHO )  
 )ss.  
COUNTY OF TETON )

On this 27<sup>th</sup> day of September, 1991, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared before me ~~LAVELLE JOHNSON~~ AND LOWELL CURTIS, known or identified to me to be the Water Users, that executed the within instrument and acknowledged to me that the City of Driggs executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certifiat first above written.



*Dorrie Johnson*  
Notary Public for the State of Idaho  
Residing at: Leida  
My Commission Expires: 10/1/92



108783  
FILED  
AT THE REQUEST OF  
City of Driggs  
45 MINUTES PAST 3 P M  
DATE Oct. 3, 1991  
Asa J. Drake  
CLERK OF RECORDER  
BY Mrs. Hill  
DEPUTY



RECEIVED

109630

AT THE REQUEST OF  
*Dan Lethan*  
 AT 55 MINUTES PAST 3  
 DATE *February 21, 1992*  
*Asa J. Pro*  
 CLERK OF RECORD  
 BY *Bonnie Lee*  
 DEPI

FEB 21 1992

AGREEMENT

TETON Co. Id.  
Clerk Recorder

This Agreement entered into this 24 day of September, 1991, between THE CITY OF DRIGGS, a political subdivision, State of Idaho (hereinafter referred to as "CITY") and GRAND TETON CANAL COMPANY as incorporated under the laws of the State of Idaho (hereinafter referred to as "GRAND TETON").

FILED  
 INDEXED  
 RECORDED

RECITALS

WHEREAS the CITY owns and operates the Teton Peaks-Centennial Airport;

WHEREAS the city is lengthening the runway, installing a taxiway and generally enlarging the airport;

GRAND TETON has canals running through some of the land over which the expanded runway will run and is the owner of prescriptive easements therefore to the extent of historical flows of water through said canals; and

WHEREAS CITY, to assure GRAND TETON that the runway improvement will not, now or in the future, compromise the water delivery systems;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Attached hereto and incorporated herewith is a plat showing the expanded runway.
2. The plat indicates five locations where existing canals will run through the airport and culverts will be placed

to allow the runway, taxiway, apron or other airport improvements to extend over the top of the canals without affecting their function.

3. The structures (labeled 1, 2, 4 & 5) will be placed in canals benefiting GRAND TETON and those whose water is delivered through said canals of GRAND TETON. CITY hereby acknowledges and recognizes that GRAND TETON is the owner of valid, existing, prescriptive easements for the location, operation and maintenance of said canals to the extent of the historical use thereof.

4. GRAND TETON has reviewed the plat showing the extended runway and has been shown plans for the structures referenced, but has not participated, and will not participate, in any manner, in the design, construction, maintenance or operation of said extended runway or the structures to be provided to accommodate continued operation and use of the existing canals. GRAND TETON has relied, and shall continue to rely, entirely upon the expertise of CITY and its officers, agents, employees, engineers and contractors for such design, construction, maintenance and operation.

5. CITY, by and through its airport board, employees, engineers, contractors, or other agents, will design, install or construct, maintain and operate the structures described so as to assure the free flow of water in amounts which have

historically flowed through the canals of GRAND TETON for so long as the airport encroaches over said canal.

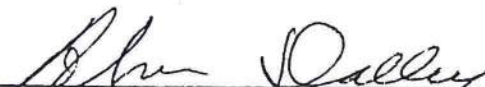
6. The structures are designed in such a way as to minimize the risk that debris will collect in them and cause them to overflow or to malfunction or malfunction in any other manner, but CITY shall be responsible for removing any debris that collects and will indemnify and hold GRAND TETON harmless of and from any and all claims of every nature and description which may arise or allegedly arise by virtue of the design, installation, construction, maintenance or operation of said extended runway or structures. In other words, by way of example and not by way of limitation, if the structures become clogged with debris so that they overflow and cause damage to third-parties or restrict the flow of water to any third-party entitled thereto, CITY will indemnify GRAND TETON against such claims.


7. The consideration supporting this contract is GRAND TETON'S consent to allow the structures to be constructed or installed and CITY'S agreement to design, construct, install, maintain and operate said extended runway and structures and to indemnify GRAND TETON against the consequences as provided herein.

8. The laws of the State of Idaho will control in the enforcement of any of the provisions herein.


9. This agreement has been signed by legal representatives of the parties hereto after the appropriate resolution consistent with this agreement was passed by the City Council and Board of Directors of Grand Teton Canal Company.

DATED this 24 day of September, 1991.

  
ALVIN DALLEY, Mayor  
The City of Driggs

Attest:   
Clerk

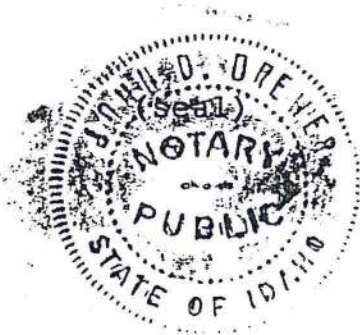
  
MELVIN STRONG, President  
Grand Teton Canal Company

Attest:   
Secretary, Grand Teton Canal Company

STATE OF IDAHO            )  
                                  ) SS.  
County of Teton            )

On the 24 day of September, in the year of 1991,  
before me, the undersigned, a Notary Public, in and for the  
State of Idaho, personally appeared ALVIN DALLEY, known or  
identified to me to be the Mayor of the City of Driggs, that  
executed the within instrument and acknowledged to me that the  
City of Driggs executed the same.

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



J. D. Brewer  
Notary Public for Idaho  
Residing at Driggs  
My Commission Expires: 4-10-93

STATE OF IDAHO            )  
                                  ) ss.  
County of Teton            )

On the 24 day of September, in the year of 1991,  
before me, the undersigned, a Notary Public, in and for the  
State of Idaho, personally appeared MELVIN STRONG, known or  
identified to me to be the President of Grand Teton Canal  
Company, that executed the within instrument and acknowledged  
to me that the Grand Teton Canal Company executed the same.

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



John D. Brewer  
Notary Public for Idaho  
Residing at Duques  
My Commission Expires: 4-10-93

JAN 31 2001

141212

TETON CO., ID  
CLERK RECORDER

FIRST ADDENDUM TO AGREEMENT

The parties hereto entered into an "Agreement" dated September 24, 1991, a copy of which is attached hereto and by this reference reconfirmed and made a part hereof. CITY has, through its Airport Board, decided that there is a need to expand certain features of the airport which will require the covering of additional portions of GRAND TETON'S canal and ditch system as well as certain accommodations to permit GRAND TETON and its agents and employees continued access across airport property for inspection, operation, maintenance, repair, rehabilitation and replacement of gate or control structures in its canal and ditch water delivery system.

Now, therefore, in consideration of the mutual covenants and agreements herein set forth and set forth in said referenced "Agreement" the parties hereto enter into this First Addendum to further expand, and reconfirm their previous "Agreement" of September 24, 1991, as follows:

1. Each and every covenant and agreement contained in the "Agreement" of September 24, 1991, is hereby confirmed and shall be and remain a part of this First Addendum. This First Addendum constitutes and grants GRAND TETON'S permission to CITY to construct the additional facilities shown in the attached plat over and across its canals and ditches, subject to each and every condition contained in said "Agreement" of September 24, 1991, as if reiterated herein in full.

2. Attached hereto and incorporated herewith is a plat showing the Driggs-Reed Memorial Airport, and containing the additional features to be constructed pursuant hereto, including the additional structures and facilities covering further portions of GRAND TETON'S canals and ditches, specifically including the construction and installation of a box and clean out structure, the location of which has been marked on the attached plat, and which shall be constructed and thereafter used by CITY, through its Airport Board, which shall have the full responsibility to regularly clean and remove debris therefrom in such a manner as to not restrict the flow of water through GRAND TETON'S canals and water delivery ditches and structures.

3. A water control gate or structure is presently located on the canal of GRAND TETON at or near the center of Section 24, Township 5 North Range 45 East of the Boise Meridian, by means of which water to be delivered through its ditches to certain of its shareholders is regulated and controlled. It is understood that at times during each irrigation season, access to said gate or control structure for inspection, operation, control and minor maintenance and cleaning thereof is required on a frequent basis, and that the most convenient and least time consuming means of access thereto is directly across the airport runway. It is also understood by the parties that access to said structure and the portion of the canals and ditches located adjacent thereto for major maintenance, repair, rehabilitation

**Instrument # 141212**

DRIGGS, TETON, IDAHO

2001-01-31 11:26:10 No. of Pages: 8

Recorded for : LAVELL JOHNSON

NOLAN G. BOYLE Fee: 24.00

Ex-Officio Recorder Deputy *C. Smith*

Index to: AGREEMENT

and replacement work is also required on a less frequent basis. The parties agree that CITY, through its Airport Board, will install a locked box on a pole at or near the point where a road in the "Mustang Ranch Subdivision", known as the "Mustang Ranch Road" approaches the airport runway on the northwest side, essentially directly west across the runway from the point on the GRAND TETON CANAL where the above referenced gate or control structure is located. CITY, through its Airport Board, will place a light and a radio in said box, and provide a key thereto to GRAND TETON so GRAND TETON'S agents and employees can have access when needed during each irrigation season directly across the runway to said gate or control structure. Said light and radio will be used by such agents or employees of GRAND TETON to ensure that the crossing of the runway will be done in safe manner, so as not to create a danger or hazard to themselves or aircraft that may be present on or near said runway. A route has also been designated on the attached plat where necessary vehicles and equipment will be taken by GRAND TETON and its agents and employees around the end of the runway when such vehicles or equipment is needed for more major maintenance, repair, rehabilitation or replacement of said gate or control structure and the canals and ditches located adjacent thereto.

DATED this 30 day of ~~October, 2000~~

January 2001

Mark Othman  
CHAIRMAN AIRPORT BOARD

Kevin B. Arntson  
Mayor of the City of Driggs

Attest:

Debbie Wood  
Clerk

1-30-2001

Lavell Johnson 11-28-20  
Lavell Johnson, President  
Grand Teton Canal Company

Attest:

Lavell Curtis 11-28-20  
, Secretary  
Grand Teton Canal Company



AGREEMENT

This Agreement entered into this 24 day of September, 1991, between THE CITY OF DRIGGS, a political subdivision, State of Idaho (hereinafter referred to as "CITY") and GRAND TETON CANAL COMPANY as incorporated under the laws of the State of Idaho (hereinafter referred to as "GRAND TETON").

RECITALS

WHEREAS the CITY owns and operates the Teton Peaks-Centennial Airport;

WHEREAS the city is lengthening the runway, installing a taxiway and generally enlarging the airport;

GRAND TETON has canals running through some of the land over which the expanded runway will run and is the owner of prescriptive easements therefore to the extent of historical flows of water through said canals; and

WHEREAS CITY, to assure GRAND TETON that the runway improvement will not, now or in the future, compromise the water delivery systems;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Attached hereto and incorporated herewith is a plat showing the expanded runway.
2. The plat indicates five locations where existing canals will run through the airport and culverts will be placed

to allow the runway, taxiway, apron or other airport improvements to extend over the top of the canals without affecting their function.

3. The structures (labeled 1, 2, 4 & 5) will be placed in canals benefiting GRAND TETON and those whose water is delivered through said canals of GRAND TETON. CITY hereby acknowledges and recognizes that GRAND TETON is the owner of valid, existing, prescriptive easements for the location, operation and maintenance of said canals to the extent of the historical use thereof.

4. GRAND TETON has reviewed the plat showing the extended runway and has been shown plans for the structures referenced, but has not participated, and will not participate, in any manner, in the design, construction, maintenance or operation of said extended runway or the structures to be provided to accommodate continued operation and use of the existing canals. GRAND TETON has relied, and shall continue to rely, entirely upon the expertise of CITY and its officers, agents, employees, engineers and contractors for such design, construction, maintenance and operation.

5. CITY, by and through its airport board, employees, engineers, contractors, or other agents, will design, install or construct, maintain and operate the structures described so as to assure the free flow of water in amounts which have

historically flowed through the canals of GRAND TETON for so long as the airport encroaches over said canal.

6. The structures are designed in such a way as to minimize the risk that debris will collect in them and cause them to overflow or to malfunction or malfunction in any other manner, but CITY shall be responsible for removing any debris that collects and will indemnify and hold GRAND TETON harmless of and from any and all claims of every nature and description which may arise or allegedly arise by virtue of the design, installation, construction, maintenance or operation of said extended runway or structures. In other words, by way of example and not by way of limitation, if the structures become clogged with debris so that they overflow and cause damage to third-parties or restrict the flow of water to any third-party entitled thereto, CITY will indemnify GRAND TETON against such claims.

7. The consideration supporting this contract is GRAND TETON'S consent to allow the structures to be constructed or installed and CITY'S agreement to design, construct, install, maintain and operate said extended runway and structures and to indemnify GRAND TETON against the consequences as provided herein.

8. The laws of the State of Idaho will control in the enforcement of any of the provisions herein.

9. This agreement has been signed by legal representatives of the parties hereto after the appropriate resolution consistent with this agreement was passed by the City Council and Board of Directors of Grand Teton Canal Company.

DATED this 24 day of September, 1991.

Alvin Dalley  
ALVIN DALLEY, Mayor  
The City of Driggs

Attest: Ray L. Henrie  
Clerk

Melvin Strong  
MELVIN STRONG, President  
Grand Teton Canal Company

Attest: David Letshaw  
Secretary, Grand Teton Canal Compar

STATE OF IDAHO )  
County of Teton ) ss.

On the 24 day of September, in the year of 1991,  
before me, the undersigned, a Notary Public, in and for the  
State of Idaho, personally appeared ALVIN DALLEY, known or  
identified to me to be the Mayor of the City of Driggs, that  
executed the within instrument and acknowledged to me that the  
City of Driggs executed the same.

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

(seal)

J. D. Brewer  
Notary Public for Idaho  
Residing at Driggs  
My Commission Expires: 4-10-93

STATE OF IDAHO )  
County of Teton ) ss.

On the 24 day of September, in the year of 1991,  
before me, the undersigned, a Notary Public, in and for the  
State of Idaho, personally appeared MELVIN STRONG, known or  
identified to me to be the President of Grand Teton Canal  
Company, that executed the within instrument and acknowledged  
to me that the Grand Teton Canal Company executed the same.

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

(seal)

John D. Brewer  
Notary Public for Idaho  
Residing at Driggs  
My Commission Expires: 4-10-93

#1040.00  
2074j/srs

Article 11  
Section 2

(c) crossing structures The construction or installation of structures for the purpose of crossing a canal or lateral of the corporation for usual and reasonable purposes shall be permitted; provided however, that any person or entity desiring to do so shall first present a written proposal for the same to the board of directors of the corporation for approval. Each such proposal shall contain drawings showing the location of the proposed crossing and the proposed design of the structure, including a description of the materials to be used, methods and time of construction. No such structure will be permitted to narrow the width of the canal at the proposed location, and must be no less than one foot higher at its lowest point than the water surface of the canal or lateral at its maximum capacity. No construction shall be undertaken without prior written approval of the board and without satisfactory assurance that the work will be done in a timely and workmanlike manner with no weakening of the banks of the canal or lateral or obstruction of the capacity of the canal or lateral, and that the site will be left in a clean and visually attractive condition when the work is completed. The decision of the board shall be given, in writing, within thirty (30) days of the receipt by the board of the written proposal.

Central Teton Canal Company water is now all filed as individual water rights.

Central filing, October 31, 1903. 33.6 CFS

1140 shares, 1 share = .02947 CFS

Individual shares of water that flow through the North Airport ditch:

Lavell Johnson	80
Teton Valley Associates	80
Kambiz Talegani	160
Lowell Curtis	60
Teton Tetecom	20
Lowell Curtis	260
total	660

660 shares X .02947 CFS = 19.45 CFS



February 3, 2004

Grand Teton Canal Company, Limited, Shares that are delivered through the North Airport ditch:

Lavell Johnson	100
Lowell Curtis	40
Kambiz Talegani	160
total	300

Grand Teton Canal filings:

110 CFS	May1, 1892	#22-277
210 CFS	January 16, 1916	#22-144

The Company has 5855 total shares  
.05465 CFS fer share  
.05465 X 300 shares = 16.40 CFS

Need:

16.40 CFS of Grand Teton water through airport plus the individual water of Exhibit 7

Total CFS 35.85

Plus a freeboard for trash

Grand Teton Water delivered by pipeline:

Lavell Johnson	60
Teton County Fairboard	37

97 shares

(Pipeline is individually owned)

## Einspahr, Morgan

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**From:** Einspahr, Morgan  
**Sent:** Friday, January 22, 2021 11:15 AM  
**To:** 'Nield, Jeffrey A CIV (USA)'  
**Subject:** RE: Driggs Reed Memorial Airport Wetland Delineation  
**Attachments:** DIJ\_Attachment A.pdf

Good morning Jeffrey,

Jviation is working with the FAA as well as the City of Driggs to complete an environmental assessment for a land acquisition and runway extension project associated with the wetland delineation you are currently reviewing. As such, we would like to officially request the USACE comments on the project. Attached for your reference is a description of the project as well as an exhibit. Please let me know if you need any additional information to evaluate the project and provide your comments.

Sincerely,

Morgan

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**From:** Einspahr, Morgan <Morgan.Einspahr@woolpert.com>  
**Sent:** Tuesday, December 15, 2020 5:34 PM  
**To:** 'Nield, Jeffrey A CIV (USA)' <jeffrey.a.nield@usace.army.mil>  
**Subject:** RE: Driggs Reed Memorial Airport Wetland Delineation

Hi Jeffrey,

Please see the attached request. We appreciate your review!

Morgan

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**From:** Nield, Jeffrey A CIV (USA) <[Jeffrey.A.Nield@usace.army.mil](mailto:Jeffrey.A.Nield@usace.army.mil)>  
**Sent:** Tuesday, December 15, 2020 12:59 PM  
**To:** Morgan Einspahr LEED GA <[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)>  
**Subject:** RE: Driggs Reed Memorial Airport Wetland Delineation

Hello Morgan,

No problem at all. That sounds great, we can proceed with going the Preliminary JD route. I believe I have a copy of the delineation that you sent me earlier, but can you fill out the attached JD Request Form, select the PJD option on the form, sign (or have signed by applicant), and return back to me? It can depend on what is required for us to complete a jurisdictional determination, but I would say an estimated timeframe would be approximately 60 days. Let me know if you have any additional questions or concerns.

Thank you,

Jeff Nield  
Regulatory Project Manager

Walla Walla District  
Idaho Falls Regulatory Office  
900 North Skyline Drive, Suite A  
Idaho Falls, Idaho 83402  
 U.S. Army Corps of Engineers  
 (o) 208-522-1645

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**From:** Morgan Einspahr LEED GA <[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)>  
**Sent:** Tuesday, December 15, 2020 12:09 PM  
**To:** Nield, Jeffrey A CIV (USA) <[Jeffrey.A.Nield@usace.army.mil](mailto:Jeffrey.A.Nield@usace.army.mil)>  
**Subject:** [Non-DoD Source] RE: Driggs Reed Memorial Airport Wetland Delineation

Good morning Jeffrey,

I apologize for the delayed response to your email. We would like to proceed with the PJD. At this point, the work won't occur for several years and the delineation would likely need to be re-done; however, as part of the current EA, we would like to get the USACE's concurrence with the delineation so we have an idea of what to expect in the future.

A such, please proceed with an PJD. I understand the Corps is very busy right now – do you have an estimate on how long PJD's are taking?

Thank you!

Morgan

**Jviation, Inc.** | Morgan Einspahr LEED GA | *Environmental Planner* | Direct 303.947.2391 | Cell 303.947.2391 | [Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)

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**From:** Nield, Jeffrey A CIV (USA) <[Jeffrey.A.Nield@usace.army.mil](mailto:Jeffrey.A.Nield@usace.army.mil)>  
**Sent:** Tuesday, August 25, 2020 8:55 AM  
**To:** Morgan Einspahr LEED GA <[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)>  
**Subject:** RE: Driggs Reed Memorial Airport Wetland Delineation

Hi Morgan,

I'm just getting back to you about some of the questions we discussed on the phone yesterday. Below are some of the differences between an Approved Jurisdictional Determination (AJD) and a Preliminary Jurisdictional Determination (PJD):

- PJD's are not an appealable action; AJD's can be appealed through the Corps administrative appeal process.
- AJD's will remain valid for a period of five (5) years; PJD's do not have an expiration date.
- PJD's are usually a faster process to go through; AJD's may take longer to issue.

As I mentioned on the phone, you may want to ask the City of Driggs what they prefer or what may work best for them given the circumstances. Once you've had a chance to discuss this with them just let me know whether an AJD or a PJD is requested and I will continue processing the submitted delineation. Please feel free to contact me if you have any additional questions.

Thank you,

Jeff Nield  
Regulatory Project Manager  
Walla Walla District  
Idaho Falls Regulatory Office  
900 North Skyline Drive, Suite A  
Idaho Falls, Idaho 83402  
 U.S. Army Corps of Engineers  
 (o) 208-522-1645

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**From:** Morgan Einspahr LEED GA <[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)>  
**Sent:** Friday, August 21, 2020 2:28 PM  
**To:** Nield, Jeffrey A CIV (USA) <[Jeffrey.A.Nield@usace.army.mil](mailto:Jeffrey.A.Nield@usace.army.mil)>  
**Subject:** [Non-DoD Source] RE: Driggs Reed Memorial Airport Wetland Delineation

Hi Jeff,

The delineation states in page 12, first full paragraph “Because the delineated wetland habitats were determined to not be Waters of the U.S., but were irrigation structures, it is anticipated that they would be outside of the USACE Jurisdiction; however, formal concurrence of this determination would need to be acquired prior to any activities which would result in fill or disruption of wetland habitats.”

I am wanting to verify that the determination of the areas being outside the USACE jurisdiction is correct.

Thank you!

Morgan

**Jviation, Inc.** | Morgan Einspahr LEED GA | *Environmental Planner* | Direct 303.947.2391 | Cell 303.947.2391 | [Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)

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**From:** Nield, Jeffrey A CIV (USA) <[Jeffrey.A.Nield@usace.army.mil](mailto:Jeffrey.A.Nield@usace.army.mil)>  
**Sent:** Friday, August 21, 2020 2:22 PM  
**To:** Morgan Einspahr LEED GA <[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)>  
**Subject:** RE: Driggs Reed Memorial Airport Wetland Delineation


Morgan,

I was able to take a quick look at the Wetland Delineation for the Driggs-Reed Memorial Airport extension. I didn't see where the delineation specified what kind of concurrence is requested; is a Preliminary Jurisdictional Determination (PJD) or Approved Jurisdictional Determination (AJD) requested? Once I hear back from you I will proceed with processing the wetland delineation. Let me know if you have any questions.

Thank you,

Jeff Nield  
Regulatory Project Manager  
Walla Walla District  
Idaho Falls Regulatory Office  
900 North Skyline Drive, Suite A  
Idaho Falls, Idaho 83402

 U.S. Army Corps of Engineers

 (o) 208-522-1645

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**From:** Morgan Einspahr LEED GA <[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)>  
**Sent:** Friday, August 21, 2020 12:52 PM  
**To:** Nield, Jeffrey A CIV (USA) <[Jeffrey.A.Nield@usace.army.mil](mailto:Jeffrey.A.Nield@usace.army.mil)>  
**Subject:** [Non-DoD Source] Driggs Reed Memorial Airport Wetland Delineation

Good afternoon Jeff,

Per our conversation earlier this week, attached for your review is the draft Wetland Delineation completed for the proposed land acquisition and runway extension at the Driggs-Reed Memorial Airport.

Please let me know if you have any questions!

My best,

Morgan

Morgan Einspahr LEED GA  
*Environmental Planner*

**Jviation, Inc.**

*Direct 303.947.2391*

*Cell 303.947.2391*

[Morgan.Einspahr@jviation.com](mailto:Morgan.Einspahr@jviation.com)

*900 S. Broadway, Suite 350*

*Denver, CO 80209*

*Office 303.524.3030*

*Fax 303.524.3031*

[BlockedBlockedwww.jviation.com](http://www.jviation.com)



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
WALLA WALLA DISTRICT, CORPS OF ENGINEERS  
IDAHO FALLS REGULATORY OFFICE  
900 NORTH SKYLINE DRIVE, SUITE A  
IDAHO FALLS, IDAHO 83402-1700

February 25, 2021

Regulatory Division

SUBJECT: NWW-2021-23-103, "Driggs-Reed Memorial Airport Expansion"

Morgan Einspahr  
JViation, Inc.  
900 South Broadway, Suite 350  
Denver, Colorado 80209

Dear Ms. Einspahr:

This letter is in response to your request for a Jurisdictional Determination of aquatic features, dated December 15, 2020. Enclosed is our Department of Army (DA) Approved Jurisdictional Determination (AJD) that the wetlands within your proposed project area are excluded features and therefore are not considered Waters of the United States (U.S.). Therefore, the discharge of dredged and/or fill material into these non-regulated, excluded wetlands will not require a DA permit. This decision is based upon our review of the information your agent provided and additional information available to our office. Your project site is located at 253 Warbird Lane, within Section 13 of Township 05 North, Range 45 East, and Section 18 of Township 05 North, Range 46 East, near latitude 43.751878° N and longitude -111.080057° W, in Teton County, in Driggs, Idaho. Your request has been assigned file number NWW-2021-23-103, which should be referred to in future correspondence with our office regarding this site.

The DA exerts regulatory jurisdiction over waters of the United States (U.S.), including wetlands, pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403). Section 404 of the Clean Water Act requires a DA permit be obtained prior to discharging dredged or fill material into waters of the U.S., which includes most perennial and intermittent rivers and streams, natural lakes and ponds, and wetlands. Section 10 requires that a DA permit be obtained prior to building structures or conducting work in or affecting navigable waters of the U.S.

This approved JD is valid for a period of 5-years from the date of this letter, unless new information supporting a revision is provided to this office before the expiration date. Also enclosed, you will find the Approved Jurisdictional Determination Form(s) addressing wetlands and waters of the U.S. located within the JD review area, and a *Notification of Administrative Appeals Options and Process and Request for Appeal*

*Form* (RFA) regarding this DA Approved Jurisdictional Determination. Should you disagree with certain terms and/or conditions this Approved JD, the Notification of Administrative Appeal Options form outlines the steps to take to file your objection. Please note, the RFA form must be received by the Northwest Division Office no later than **April 20, 2021**.

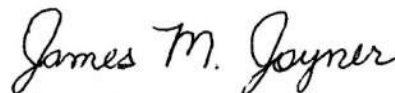
This delineation has been conducted to identify the limits of the Corps' Clean Water Act jurisdiction for the particular site identified in this request. This delineation may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are U. S. Department of Agriculture (USDA) program participants, or anticipate participation in the USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

Nothing in this letter shall be construed as excusing you from compliance with other Federal, state, or local statutes, ordinances or regulations which may affect this work.

We are interested in your thoughts and opinions concerning the quality of service you received from the Walla Walla District, Corps of Engineers Regulatory Division. Please visit us online at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey) and complete an electronic version of our Customer Service Survey form, which will be automatically submitted to us. Alternatively, you may call and request a paper copy of the survey, which you may complete and return to us by mail. For additional information about our Regulatory program please visit us at <http://www.nww.usace.army.mil/BusinessWithUs/RegulatoryDivision.aspx>. Your responses are appreciated and will allow us to improve our services.

If you have any questions about this determination, please contact Jeffrey A. Nield by telephone at 208-522-1645, by mail at the address in the above letterhead, or via email at [jeffrey.a.nield@usace.army.mil](mailto:jeffrey.a.nield@usace.army.mil). We appreciate your cooperation with the Corps of Engineers' Regulatory Program.

Sincerely,



James M. Joyner  
Project Manager, Regulatory Division

Enclosure(s):  
Wetland/Waters Delineation Map



**U.S. ARMY CORPS OF ENGINEERS  
REGULATORY PROGRAM  
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)  
NAVIGABLE WATERS PROTECTION RULE**

**I. ADMINISTRATIVE INFORMATION**

Completion Date of Approved Jurisdictional Determination (AJD): 2/18/2021

ORM Number: (NWW-2021-23-103).

Associated JDs: N/A

Review Area Location<sup>1</sup>: State/Territory: Idaho City: Driggs County/Parish/Borough: Teton

Center Coordinates of Review Area: Latitude 43.751878 Longitude -111.080057

**II. FINDINGS**

**A. Summary:** Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- There are “navigable waters of the United States” within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- There are “waters of the United States” within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

**B. Rivers and Harbors Act of 1899 Section 10 (§ 10)<sup>2</sup>**

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A.	N/A.	N/A.	N/A.

**C. Clean Water Act Section 404**

Territorial Seas and Traditional Navigable Waters ((a)(1) waters): <sup>3</sup>			
(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination
N/A.	N/A.	N/A.	N/A.

Tributaries ((a)(2) waters):			
(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination
N/A.	N/A.	N/A.	N/A.

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):			
(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination
N/A.	N/A.	N/A.	N/A.

Adjacent wetlands ((a)(4) waters):			
(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination
N/A.	N/A.	N/A.	N/A.

<sup>1</sup> Map(s)/figure(s) are attached to the AJD provided to the requestor.

<sup>2</sup> If the navigable water is not subject to the ebb and flow of the tide or included on the District’s list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

<sup>3</sup> A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.





**U.S. ARMY CORPS OF ENGINEERS  
REGULATORY PROGRAM  
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)  
NAVIGABLE WATERS PROTECTION RULE**

**D. Excluded Waters or Features**

Excluded waters ((b)(1) – (b)(12)): <sup>4</sup>				
Exclusion Name	Exclusion Size		Exclusion <sup>5</sup>	Rationale for Exclusion Determination
Grand Teton Canal (Area 2)	2,042	linear feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).	The ditch within review area 2 conveys water that is used for irrigation and agricultural purposes. Although the water derives from Teton Creek and may have a surface water connection to Dry Creek, the feature does not relocate a tributary and was not constructed in a tributary or adjacent wetland. USGS topo maps and USFWS National Wetland Inventory maps support the lack of a tributary within the footprint of the constructed ditch in review area 2.
Area 1 Ditches	5,260	Linear feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).	The ditches within review area 1 run parallel to each other through the whole review area, are approximately 10 feet apart from each other, and convey water that is used for irrigation and agricultural purposes. Water is diverted into these ditches from the larger Teton Canal at a headgate structure to the east of the review area. The features do not relocate a tributary and were not constructed in a tributary or adjacent wetland. USGS topo maps and USFWS National Wetland Inventory maps support the lack of a tributary within the footprint of the constructed ditches in review area 1.
Area 3 Ditch	5,193	Linear feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).	The ditch within review area 3 conveys water that is used for irrigation and agricultural purposes. Water is diverted into this ditch from the larger Teton Canal at a headgate structure on the east end of the review area. The feature does not relocate a tributary and is not constructed in a tributary or adjacent wetland. USGS topo maps and USFWS National Wetland Inventory maps support the lack of a tributary within the footprint of the constructed ditch in review area 3.
Area 1 Wetlands	1.21	Acre(s)	(b)(1) Non-adjacent wetland.	Wetlands on the south ditch extend 2 feet on both sides for the entire length of the structure within review area 1; wetlands on the north ditch extend 3 feet on each bank for the entire length of the structure within review area 1. The irrigation structures are separated by 10 feet of uplands. Historical evidence indicates that the structures convey water from May to September

<sup>4</sup> Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

<sup>5</sup> Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



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APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)  
NAVIGABLE WATERS PROTECTION RULE**

Excluded waters ((b)(1) – (b)(12)): <sup>4</sup>			
Exclusion Name	Exclusion Size	Exclusion <sup>5</sup>	Rationale for Exclusion Determination
			of each year for agricultural purposes. Wetlands within review area 1 appear to be the result of diversion of irrigation water during a majority of the growing season. Surrounding vegetation and soils indicate that the wetlands would revert to uplands if irrigation activities and diversion of water ceased.
Area 2 Wetlands	0.55	Acre(s)	(b)(1) Non-adjacent wetland. Wetlands within this review area are associated with the banks of the Grand Teton Canal, which extend out 6 feet on each bank for the length of the structure within the review area. Historical evidence indicates that water is diverted from Teton Creek from May to September of each year for agricultural purposes. Wetlands within review area 2 appear to be the result of the diversion of irrigation water during a majority of the growing season. Surrounding vegetation and soils indicate the wetlands would revert to uplands if irrigation activities and diversion of water ceased.
Area 3 Wetlands	0.95	Acre(s)	(b)(1) Non-adjacent wetland. Wetlands within this review area are on the banks of the irrigation ditch and extend out 4 feet on each bank for the length of the structure within the review area. Historical evidence indicates that this ditch is a secondary ditch off the Grand Teton Canal that conveys irrigation water from May to September of each year. Wetlands within review area 3 appear to be the result of the diversion of irrigation water during a majority of the growing season. Surrounding vegetation and soils indicate the wetlands would revert to uplands if irrigation activities and diversion of water ceased.

**III. SUPPORTING INFORMATION**

**A. Select/enter all resources** that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

- Information submitted by, or on behalf of, the applicant/consultant: [NorthWind Resource Consulting, LLC Wetland Delineation Report – Driggs Reed Memorial Airport, dated August 2020.](#)

This information is sufficient for purposes of this AJD.

Rationale: [The Wetland Delineation Report, conducted by Northwind Resource Consulting, LLC and provided by Jviation, Inc., is to provide data for the areas within the review area that are in question for DA jurisdiction. The data provided in the delineation is sufficient for assisting in making a jurisdiction determination.](#)

- Data sheets prepared by the Corps: [Title\(s\) and/or date\(s\).](#)
- Photographs: [Aerial: Google Earth Imagery and Digital Globe \(06/2017, 06/2020\)](#)



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- Corps site visit(s) conducted on: [Date\(s\)](#).
- Previous Jurisdictional Determinations (AJDs or PJDs): [ORM Number\(s\) and date\(s\)](#).
- Antecedent Precipitation Tool: [provide detailed discussion in Section III.B](#).
- USDA NRCS Soil Survey: [NRCS Web Soil Survey](#). Soils on subject property consist of loam to gravelly loam soils and are not considered hydric soils.
- USFWS NWI maps: [USFWS Wetland Mapper \(10/8/2020\)](#). Wetlands within review area are limited to margins surrounding the R2UBHx and R5UBFx cells that indicate the irrigation ditches within the review area.
- USGS topographic maps: [USGS Quad Map, 1:24K \(Tetonia, ID\)](#)

**Other data sources used to aid in this determination:**

Data Source (select)	Name and/or date and other relevant information
<a href="#">USGS Sources</a>	<a href="#">N/A.</a>
<a href="#">USDA Sources</a>	<a href="#">N/A.</a>
<a href="#">NOAA Sources</a>	<a href="#">N/A.</a>
<a href="#">USACE Sources</a>	<a href="#">N/A.</a>
<a href="#">State/Local/Tribal Sources</a>	<a href="#">N/A.</a>
<a href="#">Other Sources</a>	<a href="#">N/A.</a>

**B. Typical year assessment(s):** [N/A.](#)

**C. Additional comments to support AJD:** [The review area has historically been under agricultural activities that required the application of artificial irrigation, which was continued through the most recent growing season. The review area consists of agricultural fields, four separate irrigation ditches, and marginal wetlands along the irrigation ditches. The wetland characteristics \(hydrology and wetland plant species\) observed on the property are isolated to the active channels and banks of the irrigation ditches. No soil test pits were dug to determine if redoximorphic characteristics were found in the soil adjacent to the ditches, but instead the soils were assumed to be hydric considering the canals contain water for more than 14 days during the growing season \(following the protocol of “Difficult Wetland Situations” found in the Arid West Problematic Hydric Soils, Step 4\(e\)\). Considering the marginal wetland vegetation, gravelly loam soils on the adjacent land, land use history, and general proximity to other potential WOTUS, it was determined that the indicators of wetlands on the property are the result of the conveyance of irrigation water; it is likely that the marginal wetlands would revert to uplands if conveyance of irrigation water ceased in any of the ditches.](#)

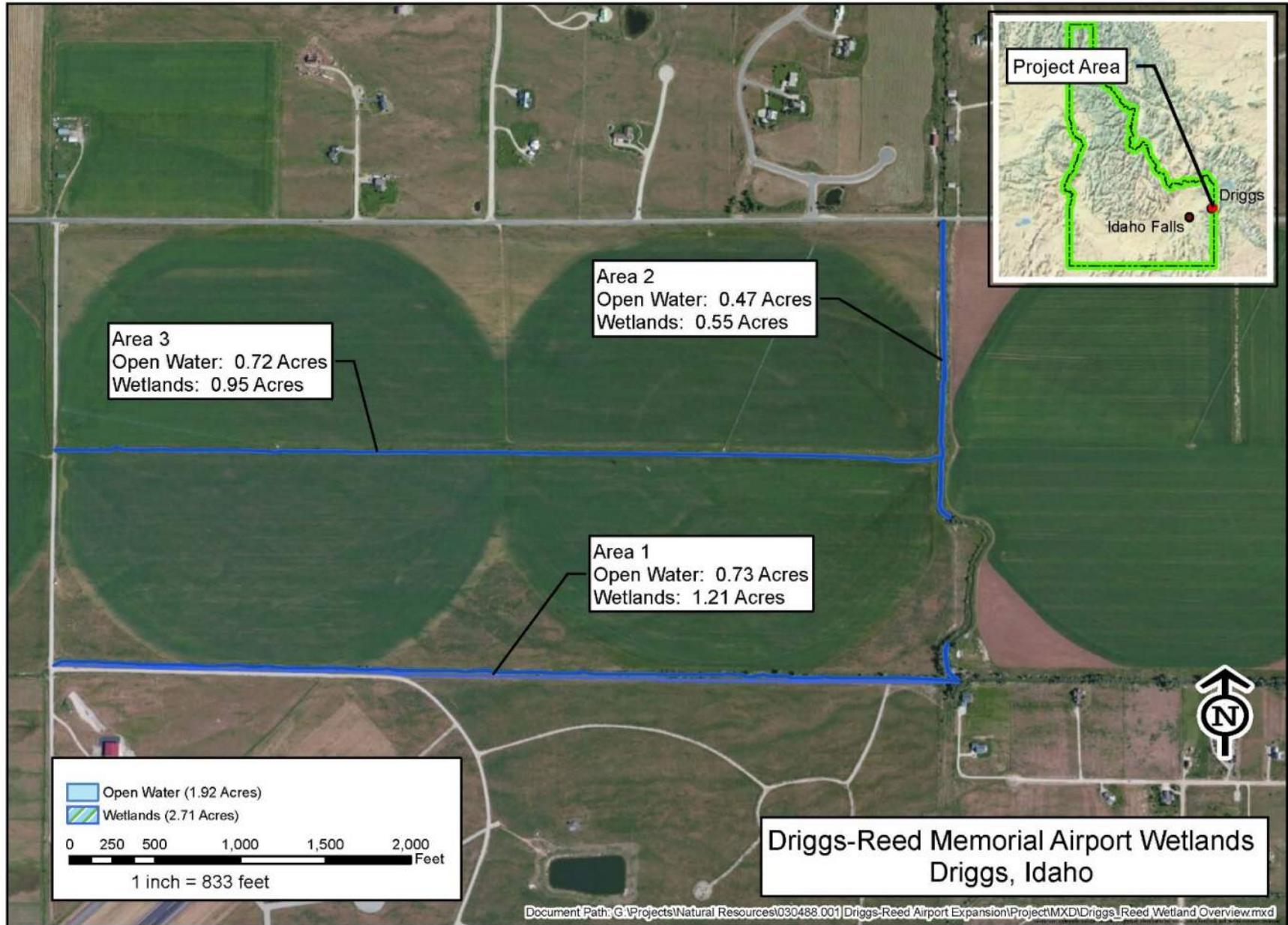


Figure 3. Wetland locations.

## Einspahr, Morgan

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**From:** Einspahr, Morgan  
**Sent:** Thursday, March 25, 2021 1:16 PM  
**To:** Einspahr, Morgan  
**Subject:** RE: Project at the Driggs-Reed Memorial Airport

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**From:** Gross, Ryan <[Gross.Ryan@epa.gov](mailto:Gross.Ryan@epa.gov)>  
**Sent:** Wednesday, March 24, 2021 3:50 PM  
**To:** Stilson, Diane (FAA) <[Diane.Stilson@faa.gov](mailto:Diane.Stilson@faa.gov)>  
**Subject:** RE: Project at the Driggs-Reed Memorial Airport

Good afternoon,

Thank you for submitting your project information to the US EPA Region 10 Sole Source Aquifer Program. The Sole Source Aquifer Program reviews projects that are both proposed in a federally-designated Sole Source Aquifer review area and receive federal financial assistance. We review information submitted by project proponents to determine if the action has a potential to endanger human health by contaminating the aquifer.

We have completed our review of the Driggs-Reed Memorial Airport Improvement Projects in Driggs, ID. We find that the project, as described in your submission, will not have a significant adverse impact on the Eastern Snake River Plain Aquifer Source Area SSA. Therefore, the federal funding for the project may proceed.

**Please note that our finding of no significant adverse impact is conditioned on the assumption that best management practices will be implemented to protect any wells that may be impacted by runoff from the construction site.** In our review using the [State of Idaho Department of Water Resources find a well website](#), we found records of domestic drinking water wells near the project area (on Falcon Creek Dr. and Teton Vista) than were listed in your SSA Checklist submittal. Before construction begins, verify that these wells will not be impacted by the construction activities.

This correspondence only addresses requirements of the EPA Sole Source Aquifer Program. You are responsible for complying with any other federal environmental requirements.

Please retain this email for your records.

V/R,  
Ryan Gross

Ryan Gross, P.E.  
US EPA Region 10 - Groundwater & Drinking Water Section  
1200 Sixth Ave, Suite 155, MS 19-H16, Seattle, WA 98101  
ph. 206-553-6293

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**From:** Stilson, Diane (FAA) <[Diane.Stilson@faa.gov](mailto:Diane.Stilson@faa.gov)>  
**Sent:** Thursday, February 25, 2021 9:29 AM  
**To:** Gross, Ryan <[Gross.Ryan@epa.gov](mailto:Gross.Ryan@epa.gov)>  
**Cc:** Stilson, Diane (FAA) <[Diane.Stilson@faa.gov](mailto:Diane.Stilson@faa.gov)>  
**Subject:** RE: Project at the Driggs-Reed Memorial Airport

Good morning Ryan,

See attached for the checklist for the project at Driggs-Reed Memorial Airport.

Please let me know if you need any additional information.

Thanks!

**Diane Stilson, P.E.**

Civil Engineer

Environmental Protection Specialist

FAA, Helena Airports District Office

2725 Skyway Drive, Suite 2

Helena, MT 59602

Ph: (406) 441-5411

Fax: (406) 449-5274

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**From:** Gross, Ryan <[Gross.Ryan@epa.gov](mailto:Gross.Ryan@epa.gov)>

**Sent:** Wednesday, February 17, 2021 6:03 PM

**To:** Stilson, Diane (FAA) <[Diane.Stilson@faa.gov](mailto:Diane.Stilson@faa.gov)>

**Subject:** RE: Project at the Driggs-Reed Memorial Airport

Good afternoon Diane,

Under the Sole Source Aquifer Program, EPA reviews any proposed project receiving federal financial assistance within the project review area of a designated Sole Source Aquifer which have the potential to contaminate the aquifer.

Please answer the questions in the attached checklist and email it back to me with any other documents that might help determine whether or not this project is likely to contaminate the aquifer.

Let me know if you have any other questions.

V/R, Ryan

Ryan Gross, P.E.

US EPA Region 10 - Groundwater & Drinking Water Section

1200 Sixth Ave, Suite 155, MS 19-H16, Seattle, WA 98101

ph. 206-553-6293

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**From:** Stilson, Diane (FAA) <[Diane.Stilson@faa.gov](mailto:Diane.Stilson@faa.gov)>

**Sent:** Tuesday, February 16, 2021 7:58 AM

**To:** Gross, Ryan <[Gross.Ryan@epa.gov](mailto:Gross.Ryan@epa.gov)>

**Cc:** Stilson, Diane (FAA) <[Diane.Stilson@faa.gov](mailto:Diane.Stilson@faa.gov)>

**Subject:** Project at the Driggs-Reed Memorial Airport

Good morning Ryan,

I am reviewing a draft Environmental Assessment for the Driggs-Reed Memorial Airport, and see that the project is identified as being over the Snake River Alluvial Aquifer.

I see by the EPA website that you are identified as the POC for project reviews over SSAs; if I am mistaken, please let me know who I should contact.

See attached for a description of the project. The runway at the Airport is being shifted to the northeast by 1,945 feet along with associated actions.

I am new to coordinating projects with the EPA, so please let me know if you require further information, a formal letter requesting review, or anything additional.

Thank you!

**Diane Stilson, P.E.**

Civil Engineer

Environmental Protection Specialist

FAA, Helena Airports District Office

2725 Skyway Drive, Suite 2

Helena, MT 59602

Ph: (406) 441-5411

Fax: (406) 449-5274

## Einspahr, Morgan

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**From:** Einspahr, Morgan  
**Sent:** Thursday, January 21, 2021 3:01 PM  
**To:** 'Gray, Jacob'  
**Cc:** 'Edelmann, Frank'  
**Subject:** RE: Driggs-Reed Memorial Airport State Sensitive Species

Good afternoon Jacob,

I'm following up to my previous email. We had the USDA complete a WHSV last year for the Airport ([https://woolpert-my.sharepoint.com/:f:/p/morgan\\_einspahr/EtrSOYjT8HNAnrYxsQZ6rusBLOaldwRJ0kWLbVr4EURLbg?e=HQE7JE](https://woolpert-my.sharepoint.com/:f:/p/morgan_einspahr/EtrSOYjT8HNAnrYxsQZ6rusBLOaldwRJ0kWLbVr4EURLbg?e=HQE7JE)). It has a good amount of information regarding the bird and mammal species present at the airport, Unfortunately, it didn't discuss invertebrates. Would you have time in the next few days to discuss the project and potential impacts? I want to be sure I'm assessing the appropriate list of species.

Thank you!

Morgan

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**From:** Einspahr, Morgan  
**Sent:** Tuesday, January 19, 2021 11:22 AM  
**To:** 'Edelmann, Frank' <[frank.edelmann@idfg.idaho.gov](mailto:frank.edelmann@idfg.idaho.gov)>; Gray, Jacob <[jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov)>  
**Subject:** RE: Driggs-Reed Memorial Airport State Sensitive Species

Good morning Frank – thank you for pointing me in the right direction!

Jacob – our GIS department pulled data from your site and found the attached spreadsheet of species may occur in our area. Do you see concern with any of the species?

---

**From:** Edelmann, Frank <[frank.edelmann@idfg.idaho.gov](mailto:frank.edelmann@idfg.idaho.gov)>  
**Sent:** Friday, January 15, 2021 8:17 AM  
**To:** Einspahr, Morgan <[Morgan.Einspahr@woolpert.com](mailto:Morgan.Einspahr@woolpert.com)>  
**Cc:** Gray, Jacob <[jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov)>  
**Subject:** RE: Driggs-Reed Memorial Airport State Sensitive Species

**CAUTION:** This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Thanks for contacting us Morgan.

I've cc'd Jacob Gray, IDFG's Environmental Staff Biologist in IDFG's Upper Snake Region, which includes Teton County. Jacob would be the best person at IDFG to coordinate Technical Assistance requests for your project.

You might also consider submitting a data request to IDFG's Idaho Fish & Wildlife Information System for GIS data available in your project area: <https://idfg.idaho.gov/data>

Thanks again,



Frank

Frank Edelmann  
Natural Resource Policy Manager  
Idaho Department of Fish and Game  
Headquarters  
600 S. Walnut St.  
P.O. Box 25  
Boise, Idaho 83707  
(208) 287-2756 (office)  
(541) 990-6314 (cell)  
[frank.edelmann@idfg.idaho.gov](mailto:frank.edelmann@idfg.idaho.gov)



<https://idfg.idaho.gov/>

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**From:** Einspahr, Morgan <[Morgan.Einspahr@woolpert.com](mailto:Morgan.Einspahr@woolpert.com)>  
**Sent:** Thursday, January 14, 2021 5:27 PM  
**To:** Edelmann, Frank <[frank.edelmann@idfg.idaho.gov](mailto:frank.edelmann@idfg.idaho.gov)>  
**Subject:** Driggs-Reed Memorial Airport State Sensitive Species

Good afternoon Frank,

We spoke a few months back regarding a project we had in Camas County. We are doing another project in Driggs, ID at the Driggs-Reed Memorial Airport (Teton County). The project is a federally funded runway extension and land acquisition project. I've attached an exhibit showing the project location as well as the species list for Teton County. Are you aware of any sensitive species that may occur within our study area?

We are working on an EA for the project and I'd like get an idea of what species may be present as well as pinpoint the best point of contact at the IDGF for the FAA to contact if consultation is needed.

I'm happy to discuss details of the project if needed.

Thank you!

Morgan

## Einspahr, Morgan

---

**From:** Einspahr, Morgan  
**Sent:** Monday, January 25, 2021 5:13 PM  
**To:** 'Gray, Jacob'  
**Subject:** RE: Driggs- Reed Memorial Airport - EA Comments  
**Attachments:** DIJ\_Land Acq and Rwy Shift EA\_DRAFT EA\_Chapter 1-3.pdf; DIJSpecies List IDFG.xlsx; Driggs-Reed Memorial Airport Site Visit\_FINAL.pdf

Hi Jacob,

I very much appreciate the conversation today! I spoke with the FAA and she was ok sharing the first three chapters of the Draft EA but not the full analysis as we haven't vetted the FAA's changes yet. Attached are the first three chapters. I've also attached the noise analysis. As we discussed, the project won't directly result in any changes to airport/aircraft operations.

As part of the environmental assessment process with the FAA, we would like the IDFG to review the project and provide us with a letter stating any concerns they have with the project and any BMP's or mitigation that should be recommended within the EA. Our GIS department pulled the data on your site and overlaid it on the project area, the attached excel sheet summarizes the species that overlap with our project area. It would be helpful, if the IDFG could review the list and comment on any species that they feel may be impacted by the project. It would be helpful to review against the Wildlife Hazard Site Assessment completed last year (also attached).

We are on a somewhat tight timeline and appreciate any level of expedited review you can work in.

Please don't hesitate to call with any comments or questions!

My best,

Morgan

---

**From:** Einspahr, Morgan  
**Sent:** Friday, January 22, 2021 10:53 AM  
**To:** 'Gray, Jacob' <jacob.gray@idfg.idaho.gov>  
**Subject:** Driggs- Reed Memorial Airport - EA Comments

Hi Jacob,

In addition to our conversation on Monday, I would also like to send the official request for comments on the Proposed Action. We are working with the FAA and City of Driggs to complete an EA evaluating the impacting of a proposed land acquisition and runway extension. Attached to this email is the description and exhibit for the proposed action. Would it be possible to get an official response letter after we discuss the project on Monday?

I very much appreciate your input!

Morgan

## Einspahr, Morgan

---

**From:** Gray, Jacob <jacob.gray@idfg.idaho.gov>  
**Sent:** Wednesday, March 3, 2021 2:59 PM  
**To:** Einspahr, Morgan  
**Subject:** RE: Driggs- Reed Memorial Airport - EA Comments

**CAUTION:** This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Morgan,

The Idaho Department of Fish and Game (IDFG) has reviewed the first three chapters of the Draft EA and the Wildlife Hazard Analysis for the Driggs-Reed Memorial Airport (KDIJ). IDFG appreciates the opportunity to review these documents and provide comments at this stage in the planning process. Upon review of the proposed action to slightly move the airport, which would impact some already nearby agricultural land, IDFG only has a few comments but those likely do not warrant a letter and it is our hope that this email communication will suffice.

The document references the perimeter fence surrounding the airport being in various stages of disrepair and differing heights. IDFG recommends that once the airport runway has been adjusted the perimeter fence be constructed/maintained in a manner that would make it impermeable to large ungulates such as deer, moose and elk. Additionally the documents reference the an MOU be entered into between IDFG and the Driggs-Reed Memorial Airport. IDFG does not view an MOU as necessary at this time and will work with the airport on an as needed basis to address wildlife concerns for species under state jurisdiction, this is not to say that an agreement of some sort might not be warranted into the future but there appears to be no need for such an agreement at this time. Based on the proposed action IDFG does not anticipate any impacts to Species of Greatest Conservation Need (SGCNs) as outlined in the State Wildlife Action Plan (SWAP) or other resident wildlife populations that would need to be avoided or mitigated at this time.

If there are any questions or concerns pertaining to the recommendations listed above feel free to contact me at [jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov) or 208-535-8023.

Sincerely,

Jacob

### **Jacob Gray**

Environmental Staff Biologist  
Idaho Department of Fish and Game  
Upper Snake Regional Office  
4279 Commerce Circle  
Idaho Falls, ID 83401  
208-535-8023  
[jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov)



---

**From:** Einspahr, Morgan <Morgan.Einspahr@woolpert.com>  
**Sent:** Friday, February 26, 2021 12:06 PM  
**To:** Gray, Jacob <jacob.gray@idfg.idaho.gov>  
**Subject:** Re: Driggs- Reed Memorial Airport - EA Comments

You can address to Jviation.

Sent from my iPhone

On Feb 26, 2021, at 11:50 AM, Gray, Jacob <[jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov)> wrote:

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Do we address the letter to Jviation or the FAA?

Please advise.

---

**From:** Einspahr, Morgan <[Morgan.Einspahr@woolpert.com](mailto:Morgan.Einspahr@woolpert.com)>  
**Sent:** Monday, January 25, 2021 5:13 PM  
**To:** Gray, Jacob <[jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov)>  
**Subject:** RE: Driggs- Reed Memorial Airport - EA Comments

Hi Jacob,

I very much appreciate the conversation today! I spoke with the FAA and she was ok sharing the first three chapters of the Draft EA but not the full analysis as we haven't vetted the FAA's changes yet. Attached are the first three chapters. I've also attached the noise analysis. As we discussed, the project won't directly result in any changes to airport/aircraft operations.

As part of the environmental assessment process with the FAA, we would like the IDFG to review the project and provide us with a letter stating any concerns they have with the project and any BMP's or mitigation that should be recommended within the EA. Our GIS department pulled the data on your site and overlaid it on the project area, the attached excel sheet summarizes the species that overlap with our project area. It would be helpful, if the IDFG could review the list and comment on any species that they feel may be impacted by the project. It would be helpful to review against the Wildlife Hazard Site Assessment completed last year (also attached).

We are on a somewhat tight timeline and appreciate any level of expedited review you can work in.

Please don't hesitate to call with any comments or questions!

My best,

Morgan

---

**From:** Einspahr, Morgan  
**Sent:** Friday, January 22, 2021 10:53 AM  
**To:** 'Gray, Jacob' <[jacob.gray@idfg.idaho.gov](mailto:jacob.gray@idfg.idaho.gov)>  
**Subject:** Driggs- Reed Memorial Airport - EA Comments

Hi Jacob,

In addition to our conversation on Monday, I would also like to send the official request for comments on the Proposed Action. We are working with the FAA and City of Driggs to complete an EA evaluating the impacting of a proposed land acquisition and runway extension. Attached to this email is the description and exhibit for the proposed action. Would it be possible to get an official response letter after we discuss the project on Monday?

I very much appreciate your input!

Morgan

## Einspahr, Morgan

---

**From:** Berglund, Laura G <laura\_berglund@fws.gov>  
**Sent:** Tuesday, February 9, 2021 1:47 PM  
**To:** Einspahr, Morgan  
**Subject:** Re: [EXTERNAL] RE: Driggs-Reed Memorial Airport Environmental Assessment

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Hello Morgan

We do not plan to comment on the environmental assessment.  
Thank you.

Laura

---

**From:** Einspahr, Morgan <Morgan.Einspahr@woolpert.com>  
**Sent:** Tuesday, February 9, 2021 12:09 PM  
**To:** Berglund, Laura G <laura\_berglund@fws.gov>  
**Subject:** [EXTERNAL] RE: Driggs-Reed Memorial Airport Environmental Assessment

**This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.**

Good afternoon Laura,  
I'm following up to my previous email to be sure you received it. Do you anticipate having comments on the project?

My best,

Morgan

---

**From:** Einspahr, Morgan  
**Sent:** Friday, January 22, 2021 11:48 AM  
**To:** 'laura\_berglund@fws.gov' <laura\_berglund@fws.gov>  
**Subject:** Driggs-Reed Memorial Airport Environmental Assessment

Good morning Laura,

Jviation is working with the FAA as well as the City of Driggs to complete an environmental assessment for the acquisition of 240 acres and extension of their runway by 1,945 feet. Attached for your reference is a full description and exhibit of the Proposed Action. I've also attached the USFWS IPaC report and the latest WHSV completed by the USDA in 2020. The only federally listed species in the project area is the grizzly bear; the WHSV did not find any sign of the species or its habitat within the project area.

As such, we would like to request the USFWS's comments on the project. Please let me know if you need any additional information to evaluate the project and provide your comments.

Sincerely,

Morgan

## Einspahr, Morgan

---

**From:** shaneelder@yahoo.com  
**Sent:** Wednesday, March 3, 2021 1:09 PM  
**To:** Einspahr, Morgan  
**Cc:** rharris@holdenlegal.com  
**Subject:** Re: Grand Teton Canal Company - Driggs Reed Memorial Airport

**CAUTION:** This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Morgan,

I heard back from our company lawyer. He has no objections with the previous agreements that are in place between Grand Teton Canal Co and the city of Driggs. You have Grand Teton Canal Companies permission to expect that the planned future runway relocation and its associated impact to our water delivery systems will be administered under the current agreements. This acceptance expressly excludes the particulars of the physical design of the future culverted part of the canal companies delivery system as this will be on a different ditch with different flows, grade etc. Grand Teton Canal Company shall approve the design of the future culvert prior to construction.

Please let me know if there is anything else I can help you with,

Shane Elder, President

Grand Teton Canal Co

On Wednesday, March 3, 2021, 10:58:03 AM MST, Einspahr, Morgan <morgan.einspahr@woolpert.com> wrote:

Great, thank you!

---

**From:** shaneelder@yahoo.com <shaneelder@yahoo.com>  
**Sent:** Wednesday, March 3, 2021 10:48 AM  
**To:** Einspahr, Morgan <Morgan.Einspahr@woolpert.com>  
**Subject:** Re: Grand Teton Canal Company - Driggs Reed Memorial Airport

**CAUTION:** This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Morgan, Still trying to get a callback from our lawyer. Will respond as I hear from him.  
Shane Elder

On Thursday, February 25, 2021, 07:47:18 PM MST, Einspahr, Morgan <[morgan.einspahr@woolpert.com](mailto:morgan.einspahr@woolpert.com)> wrote:

Good evening Shane,



Thank you for taking my call this afternoon! As we discussed Jviation is working with the City of Driggs to complete an environmental assessment (EA) for the acquisition of 245 acres as well as the shift of the runway 1,945 feet to the northeast. Attached for your reference is an exhibit showing the project components. The shift of the runway would require we place a portion (~800-1,000') of the Grand Teton Canal in a culvert. The existing culverted portion of the canal further south along the runway was placed in two 30" reinforced concrete pipe. We anticipate the proposed culvert would be a similar structure designed to adequately convey the flow of the canal. The shift of the runway would likely not occur for several years; however, the design would be coordinated with the Grand Teton Canal to ensure agreeance on the type of the culvert used.

I had discussed the project with Johnny Lathem on December 4<sup>th</sup>, 2020 where he stated he would discuss the project with the board the following week. I spoke with him again on December 14<sup>th</sup>, 2020 where he indicated he had discussed the project with the board and everyone was ok with the project moving ahead with the understanding a similar agreement to that currently in place would be created prior to the construction of the runway shift. The current agreements were reviewed by the City of Driggs; they also concur the terms in the current agreement make sense and would be followed in the future (I've attached these agreements for reference).

In order to finalize the EA, we would appreciate a written response (emailed response to this letter is ok) stating that the Grand Teton Canal Company is aware of the proposed project and is ok with us proceeding with the project under the terms that the future design would be coordinated with the Company and an amendment to the current agreement would be in place prior to construction.

I'm happy to answer any additional questions you may have regarding the project, the EA process, or our request for a written response. As I mentioned, we are on a bit of a tight timeline to meet the project schedule and would appreciate a timely response.

My best,

Morgan