



FROM: Planning & Building Staff, Wendy Danielson
TO: Board of County Commissioners
RE: Planning & Building Department Update
DATE: November 4, 2013
MEETING: November 12, 2013

Building Department

10 building permits were issued in October. No new residences yet but there are 3 applications pending that should be issued soon.

Planning Department

Under Review

- 1 One-time-only applications
- 2 Boundary adjustment applications

- Conditional Use Permits –
 - As previously discussed, the Conditional Use Permit for *Grand Teton Vodka* will be scheduled for the Board's public hearing in December. It will be held on the 12th. New Planning Administrator Jason Boal will be able to review the file and write a staff report for the Board.
 - The application from NOLS for a CUP to expand will be moving forward soon.

Approvals

- 1 one-time-only split and 3 boundary adjustments have been approved. We are waiting for final documents and mylars from the applicants and their engineers.
- Final documents for 2 one-time-only lot splits and 1 boundary adjustment have been received. Staff has received 2013 tax amounts from the Treasurer and will communicate with the applicants to get those taxes paid so the documents can be recorded

Floodplain Manager

- Staff is coordinating with Harmony Design for Floodplain reviews related to pending building permits.

Code Compliance

As previously reported, Code Compliance Officer Lindsey Moss has been assigned a profile in iWorQ to start tracking code compliance issues. Lindsey will be meeting with Staff in the coming weeks for training on the system and to formulate a workflow that will be beneficial to all.

Day-to-Day Operations Jason Boal is getting settled in and familiarizing himself with our office, other departments, County Ordinances, etc.

NEED BOCC ACTION:

- The Building Permit has been issued for the new arena at the Fair Grounds. Per previous direction from the board, the impact fee of \$1,173.60 has been waived. There is no clear direction with regards to the permit / plan review fee. Because this permit is for a branch of County Government, and based on other similar situations, staff has made an effort to adjust the permit fee to be reasonable yet still cover department costs. We have calculated 3 hours of Tom's time for inspections, 1 hour for the plan review, and 1 hour for Wendy for administrative processing of the application. This calculates to \$256.00. Staff requests direction from the Board as to how to collect this fee. *The actual fee for this type and size building would normally be \$5,031.91 for the permit fee and another \$1,077.58 for the plan review. The fee has been reduced by \$5,853.49.*
- Leora Wood Lot Split
- Any other approvals as needed

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this ___ day of November, 2013, by and between Teton County, Idaho (hereinafter the “County”), and Jesse and Anita Hiatt whose address is 10319 S. 1st E, Idaho Falls, ID 83404-7776 (hereafter “Hiatt”).

RECITALS

Whereas, Hiatt filed Instrument #123422 entitled the “Solitude Development Plat” on March 28, 1996;

Whereas Instrument #123422 purports to create six (6) parcels of land, Parcels 1-4 are said to be created under the “Idaho Agricultural Exemption” and Parcels 5 and 6 are claimed to be created by the “Idaho Land Split Exemption;”

Whereas page 8 of the Teton County Code adopted March 11, 1996 stated that “Agricultural Exemptions shall be construed as the division or partitioning of an original agricultural tract or parcel of land into twenty (2) acres or more. Such division of land being exempt from the plotting and review requirements of the County Subdivision Ordinance, pursuant to Section 50-1325 of the Idaho Code”;

Whereas, Idaho Code 50-1325 has remained the same since 1967 and states: Easements – Vacation of. Easements shall be vacated in the same manner as streets;

Whereas Hiatt subsequently split Parcel 3 into Parcel 3A and 3B by filing Instrument # 139783 entitled “Land Split of a Previously Platted Parcel” on October 11, 2000;

Whereas Hiatt subsequently split parcel 2 into Parcel 2A and 2B by filing Instrument # 139785 entitled “Land Split of a Previously Platted Parcel” on October 11, 2000;

Whereas Hiatt created eight (8) parcels of land of varying acreage without following the Teton County Subdivision Ordinance;

Whereas, Hiatt subsequently sold Parcel 1 to Kelly Lee, Parcel 2A to the Lake Family Trust, Parcel 2B to Donald Davis, Parcel 4 to Frank Vincent Grebe, and Parcel 6 to Ed Couillard;

Whereas, the Teton County Building Department has previously issued building permits to Parcels 1, 2B, and 6;

Whereas the Hiatts currently own Parcels 3A, 3B and 5;

Whereas, Hiatt would like a determination as to whether the remaining lots that were split that have not been issued building permits are eligible for building permits;

Whereas, Teton County has an interest in assuring that homes are not built without certain infrastructure being in place to protect the health, safety and welfare of the public;

NOW, THEREFORE, for good and valuable consideration and the covenants and promises contained herein, the parties agree as follows:

1. Hiatt shall combine the three (3) lots that remain in Hiatt’s name (Parcels 3A (5.07 acres), 3B (10.9 acres) and 5 (9.44 acres) into one lot (the “Combined Parcel”) by means of a boundary line adjustment and the new deed must state that the Combined Parcel is not eligible for a one-time only lot split. The Combined Parcel will total approximately 25.4 acres.
2. Before a building permit is issued for the Combined Parcel, Hiatt Trail must meet the Teton County Highway and Street Guidelines for Design and Road Construction dated April 11, 2013.

STATE OF IDAHO)
) SS.
COUNTY OF TETON)

I HEREBY CERTIFY that before me, the Subscriber, a Notary Public for the State and County aforesaid, personally appeared Kelly Park and made oath in due form of law that he is duly authorized to, and did execute the foregoing Memorandum of Understanding.

IN WITNESS WHEREOF, I set my hand and notarial seal this _____ day of _____, 2013.

SEAL

Notary Public

Dawn Felchle

From: Stephen Loosli <stephen.loosli@gmail.com>
Sent: Monday, November 04, 2013 4:47 PM
To: Kelly Park; Sid Kunz; Kathy Rinaldi; Dawn Felchle; Wendy Danielson; Kathy Spitzer; Dave Hensel
Subject: Delivered - Draft Teton County Development Code
Attachments: TCDC 2014 Draft V1.0.pdf

Dear All,

Please find here attached version 1.0 of a draft Teton County Development Code.

Several points need to be made about this submission:

- This is a DRAFT of a scenario that meets the requirements of Idaho Statute, the Comp Plan, and the HUD guidance. It is by no means the only scenario that could do so.
- Because this is a draft, a lot of little touches are left undone, such as charts and illustrations. These can be added in as the policies begin to "harden" into the public document.
- It is both expected and desirable that the PZC go through this and make significant changes to the document that might one day be presented to the Board for adoption. Therefore, any criticism of the policies and concepts at this stage are way premature and irrelevant.
- Given the split between Code Studio and me, I have done my best to steer clear of policies in Code Studio's realm, except where general code language was inserted or continued from the existing codes.
- The entirety of Titles 08 and 09 have been blended in Title 08 as the Teton County Development Code.
- The following documents were key sources to the work product: Teton County Titles 08 & 09; Fremont County Development Code, Code Studio product for Shelby County, TN; and the Greater Yellowstone Framework version of the LEED-ND.

More detail will follow in my reports to the Board and PZC next week.

Thanks,
Stephen G. Loosli

email: stephen.loosli@gmail.com
phone: 208.557.9898

THIRD AMENDMENT TO PROFESSIONAL PLANNER AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL PLANNER AGREEMENT is made and entered into as of the 28th day of October, 2013 (the "Amendment") by and between Stephen Loosli (Contractor) and Teton County, Idaho (Client).

WHEREAS, a Professional Planner Agreement between the Contractor and the Client was entered into on April 23rd 2013 (the "Agreement"), and Exhibit "A" was amended on July 22nd 2013 and August 15, 2013.

WHEREAS, the parties desire to amend the body of the Agreement and the current Scope of Work (Exhibit "A") to that Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed that the Agreement will be amended as follows:

1. Paragraph 3, Term, shall be amended to read:

This Agreement shall remain in force until the end of the 2013 calendar year, or until Contractor provides the deliverable described in Exhibit A (the draft rural zoning and subdivision code), whichever happens sooner. This Agreement may be terminated by the Client or Contractor at any time and for any reason or for no reason at all by delivering written notice of such termination by hand delivery, express delivery service, e-mail, facsimile, or U. S. Mail.

2. Paragraph 5, Compensation and Payment, shall be amended to read:

In exchange for providing the deliverable described in Exhibit A, Contractor shall be paid the total sum of \$ _____; this amount includes all payments made to date by Client to Contractor. As of the date of this Amendment Contractor has been paid \$ _____. Client shall pay to Contractor the remaining \$ _____ upon delivery of the draft rural zoning and subdivision code described in Exhibit A.

3. The attached "Exhibit A" Scope of Work shall supersede and replace the "Exhibit A" Scope of Work that was amended on July 22nd 2013 and August 15th 2013 and originally adopted on April 23rd 2013. This October 21, 2013 "Exhibit A" Scope of Work is hereby incorporated into and made a part of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

<p>CLIENT</p> <p>By: _____ Kelly Park, Chairman</p>	<p>CONTRACTOR</p> <p>BY: _____ Stephen Loosli</p>
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Attest:

Mary Lou Hansen, County Clerk

EXHIBIT A
SCOPE OF WORK

DELIVERABLE:

Draft Rural Zoning and Subdivision Code for Teton County

Contractor shall draft a sample Title 8 (Zoning) and Title 9 (Subdivision) for Teton County, Idaho for the rural areas of the County. Rural areas are defined as the Mixed Agriculture/Rural Neighborhood, Mixed Agriculture/Wetland, Rural Agriculture, Waterway Corridor, and Foothill land use designations in the Framework Map in the Comprehensive Plan. The City Area of Impact, Scenic Corridor, Industrial/Research, Town Neighborhood, and Rural Neighborhood land use designations will be drafted by Code Studio of Austin Texas, as part of the US Department of Housing and Urban Development (HUD) Sustainable Communities Grant issued to the 4-County Consortium of Madison, Fremont, and Teton County, Idaho and Teton County, Wyoming. The draft rural code will implement the current Teton County Comprehensive Plan. In drafting, Contractor shall utilize the Teton County Comprehensive Plan, the information developed during Code Studio's Design Charrettes (held during the summer of 2013), the Consortium Audit, and the Greater Yellowstone Framework for Sustainable Development. The zoning code for the rural areas of the County shall include the following: permitted, administratively approved, conditional, and special uses; development options in each zoning district; density and dimensional standards; environmental standards; standards specific to use; landscaping/screening standards; parking standards; subdivision and development design standards; outdoor lighting standards; signage standards; transportation and road standards; grading, drainage, and erosion control standards; utility standards; development review and platting procedures; nonconforming use/structure standards; definitions, enforcement procedures, and any other standards necessary to carry out Comprehensive Plan goals.

DELIVERABLE DUE DATE:

No later than December 31, 2013

Dawn Felchle

From: Stephen Loosli <stephen.loosli@gmail.com>
Sent: Tuesday, November 05, 2013 3:41 PM
To: Kelly Park; Sid Kunz; Kathy Rinaldi; Kathy Spitzer; Dawn Felchle
Subject: Final Invoice
Attachments: invoice_#INV-20131106-8.pdf; Reports _ OctNov2013.pdf

Dear Commissioners,

Please find attached my final invoice and timesheet.

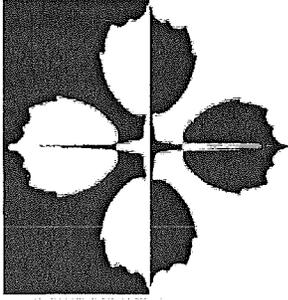
There will be no charge for my time to attend next Tuesday's meetings.

Further, at no additional charge, I will happily meet with your new Administrator to bring him up to speed on the draft.

I look forward to receiving contact info for your new Administrator so that I can deliver the electronic copies of all the promised documents to him.

Thanks,
Stephen G. Loosli

email: stephen.loosli@gmail.com
phone: 208.557.9898



Stephen Loosli
5390 Marbrisa Lane
Ammon, ID 83406
stephen.loosli@gmail.com
(208) 557-9898

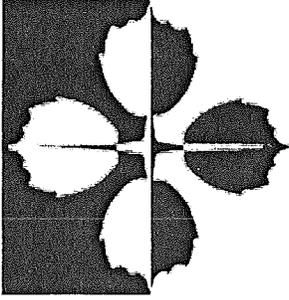
Invoice Number #INV-20131106-8
Date 11/05/2013
Due Date 11/19/2013

Teton County, Idaho
Chairman Kelly Park
150 Courthouse Drive
Driggs ID 83422
USA

INVOICE

Item	Description	Price/Unit	Qty	Price
County Planner	Total hours: 57:30 -- Default Task List -- - Meetings - 03:30 - Staff Time - 54:00	\$50.00	57.50	\$2,875.00
Total				\$2,875.00

Thank you for your business.



Stephen Loosli

Report 11/05/2013 04:35 PM

Created by Stephen Loosli on 11/05/2013 04:36 PM

All Active Projects
 All Users
 Time Interval: 10/01/2013 — 11/30/2013

Total hours	57:30	
County Planner	57:30	
Default Task List	57:30	
Meetings	03:30	
Stephen Loosli	02:00	Meeting with the Board
10/15/2013 09:00 AM — 11:00 AM		
Stephen Loosli	01:30	Meeting with the cities of Driggs and Victor
10/21/2013 10:30 AM — 12:00 PM		
Staff Time	54:00	
Stephen Loosli	10:00	Assembled Chapters 1, 2, and 3 from working documents into draft Title 08.
10/12/2013 02:00 PM — 12:00 AM		
Stephen Loosli	05:00	Assembled Chapters 4 and 11 into Title 08, and Chapter 5 into Title 09.
10/14/2013 04:00 PM — 09:00 PM		
Stephen Loosli	02:00	Finish TCDC Draft
10/17/2013 06:00 PM — 08:00 PM		
Stephen Loosli	05:00	Finish TCDC Draft
10/19/2013 11:00 AM — 04:00 PM		
Stephen Loosli	04:00	Finish TCDC Draft
10/24/2013 06:00 PM — 10:00 PM		
Stephen Loosli	09:00	Finish TCDC Draft
10/26/2013 11:00 AM — 09:00 PM		
Stephen Loosli	03:00	Finish TCDC Draft
10/28/2013 07:00 PM — 10:00 PM		
Stephen Loosli	04:00	Finish TCDC Draft
10/30/2013 04:00 PM — 08:00 PM		
Stephen Loosli	03:00	Finish TCDC Draft
11/01/2013 03:00 PM — 06:00 PM		
Stephen Loosli	03:00	Finish TCDC Draft
11/02/2013 05:00 PM — 08:00 PM		
Stephen Loosli	03:00	Finish TCDC Draft
11/04/2013 09:00 AM — 12:00 PM		
Stephen Loosli	03:00	Finish TCDC Draft
- 04:00 PM		

From: Stephen Loosli [<mailto:stephen.loosli@gmail.com>]
Sent: Wednesday, October 23, 2013 3:13 PM
To: Kelly Park; Sid Kunz; Kathy Rinaldi; Kathy Spitzer
Cc: Dawn Felchle; Lee Einsweiler
Subject: Contractor Status - My Resignation

Dear Chairman Park and Commissioners Rinaldi and Kunz,

I am formally terminating my services to Teton County, effective upon delivery of the draft development code (Titles 08 and 09) to your new Planning Administrator and to your Planning and Zoning Commission.

I will provide shortly a final fixed bid amount to complete this work and include all work from October 1st in that fixed bid. The following actions will be included in that fixed bid, which, combined with the draft, shall constitute the completion of my services to the County:

- I will deliver to the Administrator all original digital documents in Microsoft Word format, as well as any supporting documents relevant to the project.
- I will provide to the Board a final written report detailing the draft document.
- I will provide an in-person orientation to the Planning and Zoning Commission unless you direct otherwise.

I am confident that the draft that I will deliver to you addresses the three guiding principles set forward for this work:

- Enable the Comprehensive Plan into legislative policy.
- Abide the constraints of Idaho Statute.
- Advance the interests agreed to in the HUD grant.

As I have said before, this draft is just a starting point of discussion. The Planning and Zoning Commission will move it through public involvement by refining and adjusting as needed, finally delivering to the Board a document that can be adopted (or not). Your new administrator is more than capable of taking it from here.

Stephen G. Loosli
email: stephen.loosli@gmail.com
phone: [208.557.9898](tel:208.557.9898)



Teton County

Emergency Management &

Mosquito Abatement

Department Report 10/9-11/8/2013

Greg Adams, Coordinator/Director

Teton Creek Grant Project Update

Construction is moving along nicely. If you would like to tour the construction of the project, let me know and I will arrange it. The total amount spent on the project to date, (including our personnel time match) is \$312,759.33. 46% of the project tasks have been completed, along with 30% of our match obligations.

Projects Accomplished

The Victor Public Safety Communications site is up and running! We are still testing out a few spots, but according to the Sheriff, "it is 100% better". Thank you for allowing us to use contingency funds to get that project moving along.

On October 23rd I gave an hour long presentation on winter preparedness to the Tetonia LDS Church.

We received an additional \$402.26 for our 2012 EMPG grant award. This grant goes to fund my position. This put our total amount for the grant to \$13,131.72. We received additional funds because of the County's support of the Emergency Management program.

Future Projects

The Idaho Bureau of Homeland Security has asked me to be on the Critical Infrastructure/Key Resource (CIKR) working group to help better create standards for the State of what a Critical Infrastructure or Key Resource are. Because there are so few facilities in Idaho that meet the national standards of CIKR they are seeking for a way to help identify the key resources that each jurisdiction has, and needs to function, even though they don't qualify for the federal list. They will pay for travel costs for me to attend on the 19th of November. May I attend that meeting and be on their working group?

I am working on the second draft of the planned event application process after having received some great feedback at our LEPC meeting on the 5th. After we have fine-tuned the application process we will begin drafting the ordinance for the Cities and the County.

Future Appointments

11/12	Nature's Fury Skit at the Jr. High 4PM
11/13	BOCC meeting 9AM
11/14	EMW in IF 10 to 12:30
11/14	ASPR in IF 12:30 to 4
11/20	Idaho BHS Grant Monitoring Visit 1PM
12/3	Teton County Radio/LEPC meeting 2:30-5



WK: 208-354-0245
CELL: 208-313-0245

**Teton County Engineer
MEMO**

150 Courthouse Drive
Driggs, ID 83422

November 5, 2013

TO: Board of County Commissioners
FROM: Jay T. Mazalewski, PE
SUBJECT: Public Works Update

The following items are for your review and discussion at the November 12, 2013 meeting. I will not be attending this meeting as I am attending the *Idaho Association of County Engineers and Road Supervisors* annual meeting in Boise. If you need me at the meeting via telephone please let me know ahead of time so I can be available.

SOLID WASTE

1. See action items for monitoring well update

ROAD & BRIDGE

1. R&B crews are attending to minor project (signs, minor road repairs, culverts, etc) and trying to grade roads in anticipation of winter.
2. Snowplowing: I met with the City of Driggs and the School District regarding snowplow routes, but have not met with the City of Victor or Teton. I hope to have an updated map by the 1st BoCC meeting in December.
3. N3000W/Badger Creek Bridge: The contractor has mobilized and should have the bridge demolished this week. The new bridge is expected to be delivered in the next two weeks. We are hopeful to have the bridge in by Thanksgiving but the road will probably remain closed due to additional roadwork needed.

ACTION ITEMS:

1. LEC Inter-Building Fiber Connection: Bids for trenching, boring, and pulling fiber optic cabling are due Friday morning. I will send the bid results to each BoCC member Friday afternoon. We have budgeted \$30,000 for this project with ITD contributing up to \$7000. The BoCC can:
 - A) Award the bid and contract to the low bidder who is _____
 - or
 - B) Throw out all bids
2. Monitoring Well: Below are the bid results for the additional monitoring well at the former landfill.(Andrew Well Drilling drill our last two MW wells). This will be paid from 23-0-899 (budgeted \$12,000). I recommend the BoCC:
Award the bid and contract for an additional monitoring well to Andrew's Well Drilling not to exceed \$8,000

Andrew Well Drilling Bid: \$7,590.00
Denning Drilling Bid: \$9,871.00

3. Grader Tires: Blade 3 needs two new grader tires. Each tire costs over \$1,630 therefore BoCC approval is needed for this purchase. This will come from fund 02-0-073 Tires (\$15,000 available). I recommend the BoCC:
Authorize the purchase of 2 tire for a motorgrader not to exceed \$3,300.

4. Diesel Fuel: Bid results for Diesel Fuel will be sent to you Friday afternoon for the BoCC to make a decision on Tuesday, attached is the RFB. The BoCC can:
C) *Award the bid and contract to the low bidder who is _____*
or
D) *Throw out all bids*

5. Signage Grant: Attached is the grant proposal form for a LHTAC grant. This grant cannot be used solely for road signs, it must also be used for regulatory and warning signage. I recommend:
Teton County pursue the LRHIP Signage grant for safety, warning, and road signs.



**Teton County Idaho Road & Bridge Department
Request for Bids**

2 DYED DIESEL with WINTER ADDITIVE

1) Purpose of Request:

The County of Teton in the State of Idaho ("County") is soliciting responses to this request for bids (RFB) #2 Dyed Diesel Fuel with Winter Additive supplied and delivered to the Teton County Fuel Farm.

2) Time Schedule:

The County will follow the following general timetable:

- a. Issue written RFB November 6, 2013 (via fax or email).
- b. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 12:00 PM local time on November 7, 2013. Questions may be submitted to Jay Mazalewski via email to jmaz@co.teton.id.us or by facsimile at (208)-354-3932. Questions received after the stated deadline will not be answered.
- c. Deadline for Submittal of Responses to RFB (opening);
 - i) The deadline for submitting the responses is Friday, November 8, 2013 at 4:00 pm local time.
 - ii) A recommendation will be made to the Commissioners and selection will be made Tuesday, November 12, 2013.

3) Instructions to Proposers:

- a. All responses shall be sent to:
Jay T. Mazalewski
Teton County
150 Courthouse Drive
Driggs, ID 83422
208-354-0245
- b. An authorized representative of the firm must complete and sign at least one (1) page of its bid.
- c. Bid must be in a sealed envelope identified as "#2 Dyed Diesel Bid"

4) Terms and Conditions:

- a. The County reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.
- b. The County reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- c. Any RFB response may be withdrawn up until the date and time set above for opening of the RFB responses.
- d. All objections must be submitted no later than November 8, 2013 ((IC-67-2806(1)))

5) Scope of Services:

- The purpose of this bid is to establish a contract for the purchase of dyed #2 diesel fuel with the additive BG 230 DFC Plus.
- Approximately 10,500 gallons will be needed. Actual quantities will be based on final bid prices and actual materials used.
- Contract price will be valid for 6-months.
- Payment will be made within 3 weeks of receipt of invoice.
- Diesel Fuel will meet the Teton County Diesel Fuel Specification, see attached.



Bidder Response Form

Bidder's Corporation/Partnership Name: _____

Bidder's Business Address: _____

Bidder's Phone Number: _____ Bidder's Fax: _____

Bidder's Email: _____

By (Signature): _____

Name (typed or printed): _____

SUBMITTED ON: _____

Teton County Fall 2012 #Dyed Diesel Fuel with Additive

Item No.	Description	Contractor Margin per gallon
1	#2 Dyed Diesel with Additive	

Bid prices listed shall include all applicable taxes and fees.

Attach additional material as required to meet submittal requirements.

TETON COUNTY IDAHO
DIESEL FUEL #2 with ADDITIVE
SPECIFICATION

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Delivery of #2 Dyed Diesel Fuel with Winter Additive

PART 2 MATERIALS

2.1 FUEL QUALITY

- A. All fuels delivered are subject to testing by a certified commercial laboratory to determine acceptability. If fuel delivered is determined by a certified commercial laboratory to be contaminated or to not comply with contract specifications, all costs for initial and subsequent testing shall be paid by the Contractor. In addition, Teton County may require the Contractor to remove Contractor-supplied contaminated or non-compliant fuel from bulk tanks and equipment tanks and replace the contaminated or noncompliant fuel with fuel that meets contract specifications. Any costs associated with removal of the contaminated or non-compliant fuel and the any costs associated with the cleanup shall be paid by the Contractor. Contractor agrees to pump the bulk tank and equipment tanks to remove Contractor-supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving verbal or written notification that the product is contaminated or does not meet contract specification requirements.
- B. The County reserves the right to procure a sample of fuel from the Contractor's delivery truck at time of delivery for purposes of verification of specification compliance.
- C. Deliveries and/or payment may be refused if quality is unacceptable.
- D. Nothing herein shall preclude conformance with other federal, state, or local regulations that may be more stringent.

2.2 DIESEL FUEL

- A. Diesel fuel must meet or exceed the most current and active standard specification listed in the American Society for Testing and Materials (ASTM) Specification D975 (cetane, distillation and gravity).
- B. Diesel fuel must meet or exceed standard specifications listed in ASTM Specification D1976 (water and sediment).
- C. Ultra Low-sulfur dyed diesel must meet or exceed standard specifications listed in ASTM Specification D4294.

2.3 CHEMICAL TREATMENT OF DIESEL FOR WINTER CONDITIONS

- A. Contractor must provide diesel fuel that has been treated with BG 230 DFC Plus, a winter chemical additive.
- B. Contractor must provide chemically blended diesel suitable for use at the temperatures that can reasonably be expected at each specific delivery site.

- C. Contractor must determine the chemical blend rate appropriate for the post-delivery total tank volume.
- D. Contractor must treat the diesel at the delivery site. The Contractor shall present for inspection by a county representative a sealed, unopened container of the additive prior to mixing. The contractor shall also present a calculation sheet showing the volume of fuel delivered, volume of fuel remaining in the tank, and the quantity of additive required. The additive shall be mixed into the delivery truck tank prior to offloading the fuel into the County's fuel tank.

2.4 EQUIPMENT

- A. Contractor must be in compliance with Bureau of Weights and Measures rule IDAPA 02.02.14 (concerning ticket printer requirements for vehicle-mounted metering systems). Vehicle mounted metering systems must be equipped with a ticket printer to be used for all product delivered through the metering system. A clearly legible copy of the ticket issued by the printer device must be attached to the delivery ticket presented at the time of the delivery.

PART 3 WORKMANSHIP

3.1 ORDERING

- A. Every effort will be made by the County to consolidate orders of all items for each delivery destination. Orders may be placed to Contractor by telephone, e-mail or by fax.
- B. There shall be no minimum delivery quantity required. Bids requiring a minimum delivery order will not be considered for award.

3.2 DELIVERY

- A. Fuel must come directly from the fuel distribution point/terminal directly to the county site using a transport truck. A bill of lading for each truck and/or trailer load must accompany the load. Split loads will not be accepted.
- B. Delivery ticket must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. The county will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on bill of lading.
- C. Delivery is required within two (2) calendar days after receipt of order. Deliveries exceeding two (2) calendar days may be allowed, at the discretion of the county ordering personnel, at time of order.
- D. At least twenty-four (24) hours before delivery, the Contractor must contact the county advising them of the arrival time of the delivery truck [within a two (2) hour period of time]. For all deliveries, a county representative must be:
 - (1) Informed of the delivery truck arrival;
 - (2) Afforded an opportunity to observe/confirm off-loading; and
 - (3) Be given a numbered delivery receipt to sign confirming delivered quantities and a copy of the bill of lading.

- E. Unless specified by the county at time of order, the delivery must be during normal working hours at the site where the product is being delivered.
- F. Prior to fueling, the Contractor will determine that the tank system to be filled is able to hold the volume of fuel being delivered.
- G. The Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all Contractor personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
- H. The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.
- I. The fuel truck operator will be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent liquid leakage.
- F. Contractor(s) is responsible for familiarizing themselves with tank configuration.
- G. In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with all conditions of this contract.

3.3 SUBCONTRACTORS

- A. Bidders must list any subcontractors and describe the extent to which subcontractors will be used to comply with contract requirements. Contractors must ensure that all subcontractors and their employees will meet all requirements of the contract. If the bidder utilizes any entity other than the entity submitting the bid to provide any of the services required by this bid, the relationship between the two entities is considered that of a contractor-subcontractor for the purpose of this section, regardless of whether a relationship is based on an actual written contract between the two.

3.4 STORAGE TANK INSPECTION

- A. Fuel supplier will inspect the County's storage tank prior to their first delivery and provide all testing results to Teton County.
 - a. Bottom sample each storage tank using ASTM-recognized sampling equipment (i.e. Bacon Bomb Bottom Sampler) to determine presence of water and microbial growth.
 - b. Test each storage tank with FAA-approved microbial growth detection culture kit. Pump water and microbial growth from diesel tank bottom, as necessary.
 - c. Perform testing of each fuel storage tank, as needed, using IP309 Cold Filter Plug Point Equipment to assure winter performance of diesel fuel.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Teton County's intention is to establish fuel contracts whereby the purchase price per gallon of fuel can be directly reconciled to the published OPIS RackFax Closing prices FOB Terminal in ct/gal, excluding taxes, discounts and Superfund line items based on the following formula:

Contract Net Price per gallon = OPIS RackFax Rack Average price in effect on date of delivery + Applicable Taxes/Fees + Contractor's Margin.
- B. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul Red No. 2, shall be used to reference changes in contract net prices for Diesel No. 2 ULS Dyed.
- C. Terminal price to be used is POCATELLO, ID terminal. No other price change method such as referencing your own price list or your supplier's posted price list or any other publication shall be considered.
- D. The contract base prices will be per the Oil Price Information Service (OPIS) OPIS RackFax as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. These prices will be the prices in effect for deliveries made on that date.
- E. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to the Teton County, or result in prices which are not truly reflective of current market conditions and no adjustment in price is mutually agreeable, Teton County reserves the right to cancel this contract.

4.2 PAYMENT

- A. Contractor's margin must include any and all delivery expenses. No fuel surcharges will be allowed.
- B. The county reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.
- C. Invoices must be Contractor's invoices. The county will not accept invoices from sub-contractors and will not pay sub-contractors.
- D. Contractor's invoices will include the agency's billing/contact information (name, address, phone and fax no.) as provided by the ordering agency.
- E. The Contractor must deliver/fax an invoice to each agency's business office within forty-eight (48) hours [two (2) calendar days] after delivery of the fuel. In the case of a late delivery, fuel base price will to be the lower of the price posted by Idaho Transportation Department on the actual day of delivery or any day between date of order and actual date of delivery.

- F. The Contractor's invoice will show the date of delivery and separately list, for each fuel delivered, the fuel price, quantity, the Contractor's margin and all applicable fixed costs (i.e., taxes). Invoices that are not itemized will be rejected and payment may be delayed.
- G. The following are fixed costs per gallon:
 - a. State Excise Tax (gasoline) \$0.25
 - b. Federal LUST Tax \$0.001
 - c. Idaho Transfer Fee \$0.01
- H. Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

4.3 CONTRACT CANCELLATION CONDITIONS

- A. In addition to any other reasons otherwise available to the County, a contract may be terminated in part or in its entirety upon written or verbal notice for a violation of any of the following conditions:
 - a. Delivery of any contaminated product or delivery of any product that does not meet the bid specifications for that product. Final determination of fuel contamination or product specification deviation will be made by a certified commercial laboratory chosen by Teton County.
 - b. Inability or failure to deliver product(s) by the time agreed to when order is placed, unless prior notification (telephone) is received by the using agency. In case of Contractor's inability or failure to deliver product(s) by the time agreed, or in the case of an emergency, the County reserves the right to order elsewhere as necessary.
 - c. Failure of a Contractor to provide necessary and complete documentation of a fixed cost adjustment (increase/decrease).

END OF SECTION

Grant Application Proposal

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

Department or Board applying for Grant: Public Works: Road & Bridge
 Contact Person: Jay Mazalewski Intended Project Manager: Jay Mazalewski
 Grant Title: LRHIP - Sign Project
 Granting Agency: Local Highway Technical Assistance Council
 Date of Award Decision: Summer 2014
 Grant Timeline: 10/1/2014 - 9/30/2015
 Dollar Amount of Grant Request: \$12,000

Teton County obligations if grant is awarded (*match, continuing maintenance, reporting schedule*):
No match requirements, final report and continued upkeep of signs

Other contingencies of grant: _____

Other agencies involved in the grant and their obligations: None

Brief written overview of grant: This is a grant to fund the upgrade and/or replacement of signage on our roadways. A portion of this must be used on warning/regulator signs. To receive the maximum number of point I will balance the number of warning/regulatory signs with new road signs.

Benefit of grant to citizens Teton County: Replace missing/damage warning signs & install missing road signs

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

Signed: _____ Date: 11/6/2013
(Responsible Elected Official or Department Head)

Board of Commissioners Decision: Approved (Applicant may prepare a grant application on behalf of Teton County. The completed application must be submitted to the Board for review and signature.)
 Denied

Signed: _____ Date: _____
(Commissioner)



STATE OF IDAHO }
COUNTY OF TETON } ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 13, 2013, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 5, 2013, as shown by the records now on file in the County Clerk's office.

County Board of Canvassers

Attest: _____
County Clerk

Teton County Election Abstract: November 5, 2013 (Page 2 of 2)

	CITY OF DRIGGS				CITY OF TETONIA			CITY OF VICTOR				
	MAYOR (4-year term)		COUNCIL MEMBER (4-year term) (Vote for Two)		COUNCIL MEMBER (4-year term) (Vote for Two)		COUNCIL MEMBER (2-year Term) (Vote for One)	COUNCIL MEMBER (4-year term) (Vote for Two)		COUNCIL MEMBER (4-year term) (Vote for Two)		
	Hyrum Johnson	George R. Mosher III	August Christensen	Brian Gibson	Greer E. Jones	Tom Abbott	Bucky Matkin	Brittney Bowser	Molly Absolon	David L. Kearsley	A J Linnell	Grant Thompson
Driggs	115	102	110	93	156	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Tetonia	n/a	n/a	n/a	n/a	n/a	28	32	31	n/a	n/a	n/a	n/a
Victor	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	212	106	216	97
(Absentee)	39	41	41	37	51	1	2	4	66	7	66	7
TOTAL	154	143	151	130	207	29	34	35	278	113	282	104

	VOTING STATISTICS : City Elections					
	Total Number of Registered Voters at Cutoff (10/1/13)	Number of Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted	
Driggs	721	33	754	220	29.2%	
Absentee	n/a	n/a	n/a	80	n/a	
Driggs Total	721	33	754	300	39.8%	
Tetonia	137	3	140	36	25.7%	
Absentee	n/a	n/a	n/a	9	n/a	
Tetonia Total	137	3	140	45	32.1%	
Victor	795	37	832	320	38.5%	
Absentee	n/a	n/a	n/a	73	n/a	
Victor Total	795	37	832	393	47.2%	

Teton County Election Abstract: November 5, 2013 (Page 1 of 2)

PRECINCT	VOTING STATISTICS: Fire Protection District					Fire Protection District Commissioner, District 2		VOTING STATISTICS: School Trustee Recall					SCHOOL DISTRICT NO. 401 Recall Trustee Zone 5	
	Total Number of Registered Voters at Cutoff (10/11/13)	Number of Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted	Jason P. Letham	Kevin Thibeault	Total Number of Registered Voters at Cutoff (10/11/13)	Number of Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted	FOR Recall	AGAINST Recall
#1	896	6	902	211	23.4%	145	53	896	5	901	211	23.4%	54	155
#2	715	4	719	55	7.6%	28	27	n/a	n/a	n/a	n/a	n/a	n/a	n/a
#3	474	2	476	48	10.1%	21	19	255	1	256	25	9.8%	2	21
#4	725	33	758	220	29.0%	117	85	n/a	n/a	n/a	n/a	n/a	n/a	n/a
#5	704	1	705	54	7.7%	24	30	n/a	n/a	n/a	n/a	n/a	n/a	n/a
#6	855	6	861	104	12.1%	64	36	n/a	n/a	n/a	n/a	n/a	n/a	n/a
#7	795	37	832	320	38.5%	152	125	n/a	n/a	n/a	n/a	n/a	n/a	n/a
#8 (Absentee)	n/a	n/a	n/a	333	n/a	169	125	n/a	n/a	n/a	118	n/a	28	90
COUNTY TOTAL	5,164	89	5,253	1,345	25.6%	720	500	1,151	6	1,157	354	30.6%	84	266

Certificate of Teton County Levies

for the 2013 Tax Year (FY 2014)

	Total Amount to be Levied	Calculated 2013 Levy Rate
COUNTY		
Current Expense	\$3,079,599	0.002354099
District Court	\$377,605	0.000288648
Revaluation	\$116,800	0.000089284
Tort	\$116,607	0.000089136
Weeds	\$60,000	0.000045865
Fair	\$34,700	0.000026525
Sub-Total	\$3,785,311	0.002893557
County Road & Bridge Override	\$1,000,000	0.000749823
TOTAL	\$4,785,311	0.003643380
CITIES		
Driggs	\$398,062	0.002395588
Tetonia	\$24,777	0.002007410
Victor	\$354,485	0.003015419
SCHOOL DISTRICT		
Tort	\$27,634	0.000021124
Plant Facility	\$400,000	0.000299929
Bond - 1996	\$600,525	0.000459052
Bond - 2006	\$899,321	0.000687457
Supplemental	\$3,100,000	0.002324452
Emergency	\$221,600	0.000169395
TOTAL	\$5,249,080	0.003961409
AMBULANCE DISTRICT		
Teton County	\$498,434	0.000400000
CEMETERIES		
Bates	\$4,651	0.000098416
Cache-Clawson	\$18,610	0.000096639
Driggs-Darby	\$29,944	0.000077606
Haden	\$7,257	0.000196744
Victor-Cedron	\$86,610	0.000161021
FIRE DISTRICT		
Teton County	\$1,970,063	0.001595954
LIBRARY		
Valley of the Tetons	\$220,088	0.000168239
MOSQUITO ABATEMENT DISTRICT		
Teton County	\$261,637	0.000200000
TOTALS	\$13,909,009	

11-12-13
 BOCC: we have made
 2 minor changes to the
 levy rates you approved
 9-9-13. Please
 make a new motion
 approving these final
 levy rates. - mel

← was .003022037
 error found in operating
 property values on 10/31/13

← was .000166161
 error found in way
 Urban Renewal value
 affected the calculation
 on 10/31/13

I do hereby certify that the foregoing is a full and correct statement
 of all tax levies as determined by the Board of County
 Commissioners at a meeting held September 9, 2013.

- as corrected Oct. 3 and Oct. 31. -

Mary Lou Hansen 10-31-13

Mary Lou Hansen, Clerk of Board of Commissioners
 Teton County, Idaho



RESOLUTION 2013-1112

Authorizing the Destruction of Records Pursuant to Idaho Code 31-871

WHEREAS, the Teton County Clerk has determined that the permanent, semi-permanent, and temporary records listed below have been retained for not less than the statutory retention time of ten years, five years, and two years, respectively; and

WHEREAS, the Teton County Clerk has sought the advice of the Prosecuting Attorney on the request to destroy certain permanent, semi-permanent, and temporary records;

WHEREAS, the Prosecuting Attorney advises that the permanent, semi-permanent, and temporary records have been retained for a period of time not less than the statutory time requirements;

WHEREAS, those records below that are not classified as permanent, semi-permanent, or temporary by Idaho Code are hereby deemed temporary; and

WHEREAS, the Board of County Commissioners has conducted a regular audit of the records;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby unanimously approves the destruction of the records of Teton County as listed below:

FINANCIAL RECORDS

2008 Monthly & Daily Remittances
2008 Tax Turnover
2008 Claims
2008 Auditor Credits
2008 Journal Entries
2008 Warrant Register
2008 Alcoholic Beverage License

RECORDING RECORDS

2008 Instruments List

INDIGENT

2008 Denied Cases

PAYROLL RECORDS

2008 Payroll Reports

2008 Timesheets

2008 Worker Compensation Claims

DATED and done this 12th day of November, 2013.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Kathy Rinaldi

Kelly Park

Sid Kunz

ATTEST: _____
Mary Lou Hansen, Clerk

Dawn Felchle

From: Kelly Wells
Sent: Tuesday, November 05, 2013 2:46 PM
To: Dawn Felchle
Subject: RE: County Commissioners Agenda TUESDAY, Nov. 12 - CHECK YOUR TIME SLOT

Narrative:

Dear Commissioners,

Currently the deputies are wearing worn-out uniforms, duty belts and related equipment. Our uniform budget will allow us to purchase new uniforms and related items, but it will not cover the duty belts/equipment (to stretch the uniform budget as far as possible, I receive a 40% discount on 5.11 uniforms when I renew my FBI National Academy membership in December). Aside from looking unprofessional, the current duty gear is unsafe. The holsters the deputies are using are all different, well-worn and we have no uniformity. The pouches are worn out and the belts are no longer rigid enough to take the weight of the duty gear, which leads to back problems and the possibility of the gear being accessible to a combative subject. Recently I gave my duty belt and gear to Deputy Lemieux because his duty belt was literally falling apart. Some have purchased their own gear over the years, but nothing is uniform and the holsters are not security holsters that accept lights. My goal here is to have a competent, friendly staff that looks professional.

The lights we are using are a combination of off brands and old technology and are essentially inadequate as they do not hold a charge for long and are not bright enough for tactical applications. I would like to get each deputy a light that mounts directly to their pistols (X300). The benefit to this is anytime that weapon is used for a building search or circumstance in which there is a potential threat, the light is available. This is important to clearly identify any potential threats and more importantly to confirm the person does not pose a threat by quickly being able to illuminate, clear and make the appropriate decision. The light the deputies would carry on their belt (P2X Fury) would enable them to have a light for utilitarian purposes at 15 lumens and a tactical advantage at 500 lumens with a press of the tail cap button. Many situations can be diverted and resolved with the tactical advantage of a bright light. I have used this technique in the past and it is very effective, but it has to be the right kind of flashlights with the proper lumens.

I have a good friend in Jackson that has graciously offered to extend his dealer discount pricing on Safariland duty belt gear and Surefire lights. He will be able to extend prices of 50% off on duty belt/holster items and 40% off on lights. He will not make a profit on this transaction and he is not looking to make money. He does this to assist local law enforcement agencies working with tight budgets. We will not find a better deal anywhere else. If we wait to budget for these items it will cost twice as much. We may be able to extend the discount in the future, but the list price will continue to rise giving us less savings.

I was able to get 50 sets of the above mentioned gear for the Teton County Sheriff's Office (Wyoming) through a Sheriff's Auxiliary request. The Sheriff's Auxiliary is a group of private citizens that donate to the auxiliary fund. They are managed by a board that award the funds based on approved requests from law enforcement in Jackson. I have worked closely with them while working for Teton County, Wyoming. I have approached the (Wyoming) Sheriff's Auxiliary (unofficially) reference this to see if they may be interested in funding this equipment as we will be working more closely TCSO, Wyoming in the future and I would like our deputies to be equipped the same or at least similarly. The representative I spoke with did not think the board would approve the funds going to another state due to their funds being raised by residents of Teton County, Wyoming.

Hopefully I get the opportunity to discuss this matter in person as I know you will have questions. The amount of the request is \$6004.06, which includes shipping charges. This is an estimate and should actually be less as my friend is looking into a new holster that Safariland has come out with that is less expensive because of the manufacturing

process. The lights are expensive, but they are extremely well built, LED (no bulb to break) and warranty issues will be no problem. Most officers have a light attached to their pistol, one on their patrol rifle, one carried on their belt and one mounted in the patrol vehicle. Each light serves a unique role. The weapon mounted lights serve to clearly identify potential threats while holding a weapon in your hands without fumbling with a handheld flashlight. This makes it more efficient and less likely to have an unintentional discharge of the weapon. The light carried on the belt serves as a back-up light to the one in the patrol vehicle commonly used on low light traffic stops etc. The one carried on the belt is beneficial when working days and responding to a residence or business that is dark inside. This gives you the ability to illuminate and clear potential threats as you normally would not carry around a full-size flashlight during the day. This request is for the pistol mounted lights and the lights worn on the belt. I am working on getting brackets that attach to the rifle that will accept the handheld light so the deputies can utilize this one light for both duties.

I hope this made sense and I appreciate your time and consideration in this matter.

KW



Chief Deputy Kelly Wells
Teton County Idaho Sheriff's Office
89 North Main street
Driggs, Idaho 83422
(208) 354-2323

From: Dawn Felchle
Sent: Tuesday, November 05, 2013 1:17 PM
To: Kelly Wells
Subject: RE: County Commissioners Agenda TUESDAY, Nov. 12 - CHECK YOUR TIME SLOT

Thanks – I have printed this and will wait to add any narrative. If you will have no narrative let me know so I can insert as is. d

Dawn Felchle
Assistant to County Commissioners
Risk Manager
150 Courthouse Drive
Driggs, ID 83422
1-208-354-8775
www.tetoncountyidaho.gov

From: Kelly Wells
Sent: Tuesday, November 05, 2013 12:42 PM
To: Dawn Felchle
Subject: RE: County Commissioners Agenda TUESDAY, Nov. 12 - CHECK YOUR TIME SLOT

Teton County Sheriff's Office Duty Gear

MAKE	DESCRIPTION	MODEL NUMBER	SIZE	QTY	List Each	50%	Savings	\$ TOTAL
Safariland	ALS Level III G22	6360-832-131	Right	10	150.00	75.00	750.00	750.00
Safariland	Open top Dbl Mag	79-83-13	STX	10	24.75	12.38	12.38	123.80
Safariland	Single Cuff Case	190H-13PBL	STX	20	37.00	18.50	18.50	185.00
Safariland	Standard Baton Holder	35-F26-13	STX	10	31.00	15.50	15.50	155.00
Safariland	Surgical Glove Case	33-2V	STX	10	21.75	10.88	10.88	108.80
Safariland	Belt Keepers	64-4-2PBL	STX	10	11.50	5.75	5.75	57.50
Safariland	STD Radio Holder	761-5-13	STX	10	40.25	20.13	20.13	201.30
Safariland	Pepper Spray Holder	38-4-13PBL	STX		30.00	15.00	15.00	150.00
Safariland	Utility Tool Pouch	76-53-13 PBL	STX	10	31.00	15.50	15.50	155.00
Safariland	6P Light Holder	306-3-13	STX	10	28.75	14.38	14.38	143.80
Safariland	Taser Holder	6342-64-131	STX	8	84.00	42.00	42.00	336.00
Safariland	Taser Holder	X26P #?	STX	2	84.00	42.00	42.00	84.00
Bianchi	Medium Inner Belt	7205	34-40	12	28.75	14.38	14.38	172.56
Bianchi	Ergotek Duty Belt	7955	34-36	2	83.25	41.63	41.63	83.26
Bianchi	Ergotek Duty Belt	7955	36-38	8	83.25	41.63	41.63	333.04
Bianchi	Ergotek Duty Belt	7955	38-40	2	85.00	42.50	42.50	85.00
							Total	3,124.06
Surefire	P2X Fury	500 Lumens	Dual Mode	10	155.00	93.00	62.00	930.00
Surefire	X300 Ultra	500 Lumens		10	299.00	180.00	119.00	1,800.00
							Total	2,730.00
								\$3,124.06
								\$2,730.00
							S&H	\$150.00
							G Total	\$6,004.06



208-354-8775
FAX: 208-354-8410

Board of County Commissioners

150 Courthouse Drive
Driggs, Idaho 83422

November 5, 2013

TO: Kathy Rinaldi & Sid Kunz
FROM: Kelly Park *KCP*
SUBJECT: Noteworthy Performance Awards

Now that we have hired a new Planning Administrator I would like to propose a \$3,000 Noteworthy Performance Award for Wendy Danielson and a \$100 Noteworthy Performance Award for Tom Davis for their outstanding performance during the interim period.

From August 3 to November 7, Wendy served as the de-facto Interim Planning Administrator without complaint and without any extra remuneration. Not only did she accept responsibilities and perform duties clearly outside of her usual job description, she did so with professionalism and excellence. There is an approximate \$12 per hour differential between the Planning Administrator salary and the Land Use Services Assistant salary. Since Wendy served as de-facto interim Planning Administrator for about 500 hours, I am proposing that she receive a \$6 per hour award for her Noteworthy Performance during that time.

During the same time period, Building Official Tom Davis also assumed duties beyond his usual job description, but to a much lesser degree than Wendy. There is also a far smaller differential between the salaries of the two positions. Therefore, I am proposing a \$100 Noteworthy Performance Award for Tom.

After discussion with the County Clerk, I believe that Wendy's award must be paid as an extra paycheck with the appropriate payroll taxes deducted. For Tom, I suggest that we purchase a gift card as is usual for these awards. Since we have been without a Planning Administrator for so long, funding for these awards can come out of the Planning Department budget.

FROM PAGE 9 of the SALARY PLAN ADMINISTRATIVE GUIDELINES:

Noteworthy Performance Awards. This program focuses on exemplary or noteworthy performance which is more than "above and beyond the call of duty." Job performance qualifying for this award must be documented and reviewed by the BOCC. The performance to be recognized will vary but should be performance beyond the employee's usual job description and/or extraordinary effort on their own initiative.

An example of noteworthy performance would be the identification of significant cost-savings outside of an employee's basic job responsibilities, or the excellent performance of duties not typically required of a position.

Noteworthy Performance Awards must be requested by a Department Head or Elected Official and submitted for BOCC approval.

SUE'S ROOS, INC

51 Rocky Road
Driggs, ID, 83422
Phone (208)787-2558

suesroos@gmail.com

10/30/2013

Teton County
150 Courthouse Drive
Driggs, ID 83422

RE: 1999 Subaru Outback Vin# 4S3BC6850X7638659 Idaho License Plate #TSC022

In September of 2012, Officer Justin Davis dropped a 1999 Subaru Outback at Sue's Roos for diagnosis of overheating. The vehicle was diagnosed with blown Head Gaskets. The Estimate on the repair was \$2000.00. Officer Davis was contacted several times in the next several months but no decision was made on the repair. It was assumed the process takes time. October 2013 the vehicle remains at Sue's Roos.

On October 25th, I contacted Teton County Sherriff. They were under the assumption that the Vehicle was in their possession all along. They also expressed the Sheriff Department has no interest in the Vehicle for Official use.

Average Daily Storage is \$35.00. I'm not interested in charging Teton County \$12,775.00 storage on a vehicle they did not know existed.

I purpose to purchase the 1999 Subaru Outback for \$1,200.00 from Teton County.

Sincerely,

Etta Rokes, Owner
Sue's Roos Inc
208-787-2558

10-31-13 Prosecutor Spitzer has reviewed this letter and says it's a good offer for the county to trade the vehicle for the value of the storage, plus \$1,200 and would comply with Idaho Code 31-829.
mel

November 5, 2013

The following information was presented to the County Commissioners' office in person by Mr. Dennis Jorgensen, who asked that it be given to the Board for their consideration.

Mr. Jorgensen's mother married Mr. Martin Hill in the early 1990's. In 2004 Mr. Hill died. 30 days after, Mrs. Hill was admitted to an assisted living facility and was on Medicare as she had no income of her own. Mrs. Hill died in 2010.

Mr. Hill's grandchildren never allowed Mrs. Hill to move back into the house. The house has been vacant since 2004, and was allowed to deteriorate by the Hill family. Water, sewer and power were shut off in 2006 at the request of the City of Tetonia and Fall River Electric. The house is uninhabitable.

Without going into detail, Mr. Jorgensen has paid almost \$20,000 in legal fees and taxes in fighting the Hill family to get legal ownership of the property and assistance for his mother's medical bills. Upon his Mother's death, Medicare asked Mr. Jorgensen to follow through on this process and obtain ownership of the home to help cover some of the Medicare expenses. Approximately two months ago, September 2013, Mr. Jorgensen became the legal owner of 3122 Central Avenue, Tetonia, ID.

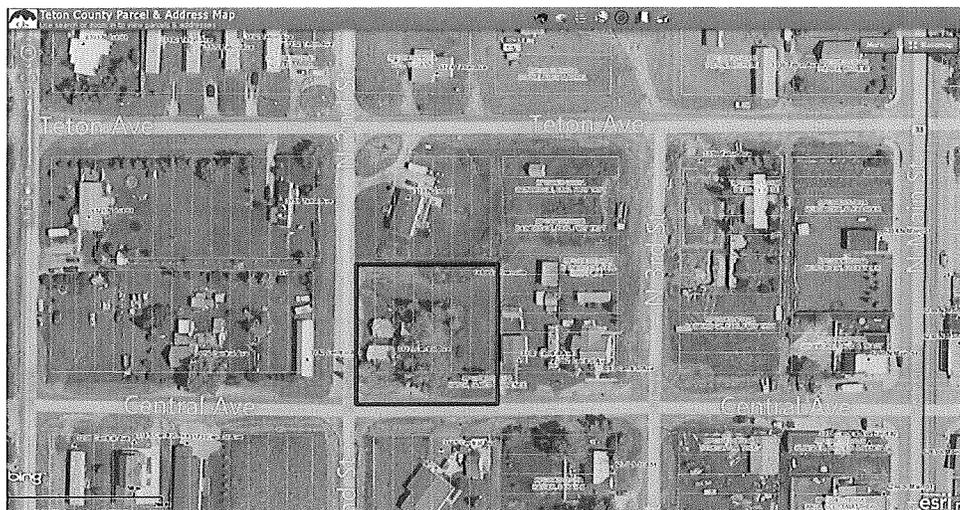
Mr. Jorgensen has looked into the cost of tearing the house down and cleaning up the lot. Estimate is \$13,000. Past taxes from 2006 – 2009, were paid by Mr. Jorgensen as he had funds come available. Since this conversation the Mayor of Tetonia and the Tetonia Council has offered to help in whatever way possible to get the land cleaned up as well, and the Fire District has agreed to use the property for training purposes this winter and burn it down in the Spring. Mr. Jorgensen is paying for all necessary testing of the property per State code (e.g. asbestos).

At a minimum, Mr. Jorgensen is looking for relief of interest & penalties and if possible, a reduction in taxes for those years he was not the owner. Mr. Jorgensen wants to do the right thing for the community and the neighbors. He recognizes the health and safety issues as well as the eye sore it places on a major intersection within the city. He is taking steps to do that by working with the City of Tetonia and the Fire District.

YEAR	Base Taxes Due	Late Fees	Interest	Total by Year
2010 (1/2)	360.74	7.22	120.61	488.57
2011	777.08	15.54	164.70	957.32
2012	395.46	7.90	35.28	438.64
2013	305.60	-	-	305.60
Total	\$1,838.88	30.66	320.59	\$2,190.13

CONTACT INFO: Dennis & Arva Jorgensen (jorgensendennis@yahoo.com)
4476 E. 250 N
Rigby, ID 83442
208-538-7841

Cc: Treasurer, Bonnie Hatch



Return Form To:
Board of County Commissioners
150 Courthouse Drive – Room 109
Driggs, ID 83422



Phone: 1-208-354-8775
Fax: 1-208-354-8776

Application for Cancellation/Relief of Taxes

Teton County adheres to Idaho Code 63 Chapters 7 & 13 (see reverse side) in determining Accuracy and appropriateness of cancelling any or all personal &/or property taxes due Teton County, ID. IC§ 63-711 & IC§ 63-1302, 1303 and 1304 addresses the role of the Board and any filing requirements.

TO THE BOARD OF COUNTY COMMISSIONERS of Teton County, Idaho:

Application is hereby made for an adjustment of personal &/or property taxes due to financial hardship, miscalculation or other reason. The following sworn statement is submitted in support thereof.

I, DENNIS JORGENSEN, of 4476 E. 250 N, RIGBY, ID 83422,
PRINT (Full name) (Legal Mailing Address) (City and State)

hereby request an adjustment to my 2010, 2011 & 2012 tax notice in the amount of \$ _____
on the property described below:

LEGAL DESCRIPTION: Tax # Lots 12-17, Blk. 10 Section 26 & 35 Township 6N Range 45E
PARCEL NUMBER: RP C0083010012A 3122 Central Ave., Tetonia, ID

Describe the circumstances and apply the appropriate criteria which best explains the rationale for your request. Attach any and all appropriate documentation concerning your claim. For hardship relief, attach a sworn financial statement containing full and complete information concerning your financial status.

See Attached _____

Dennis Johnson / as Told To Dawn Felchle _____ Nov. 4, 2013
Signature of Applicant or Representative *Date*

BOARD OF COMMISSIONERS ACTION TAKEN: APPROVED DENIED

COMMENTS/REASON:

Chairman of the Board *Date*

9/23/13

TAX DUE INQUIRY

14:03:29

PARCEL NUMBER RP C0083010012A A

INTEREST AS OF DATE 9/23/2013

NAME JORGENSEN, DENNIS

LEGAL LOTS 12 THRU 17 BLK 10
TETONIA TOWNSITE
SEC 26 & 35 T6N R45E

ADDR 4476 E 250 N

RIGBY

ID 83442

TAX KEY	YEAR	BILL#	TAX	LATE	INTEREST	COST	TOTAL
RPC0083010012AA	12 FH	5243	197.73	3.95	17.64		219.32
RPC0083010012AA	12 SH	5243	197.73	3.95	17.64		219.32
RPC0083010012AA	11	20338	777.08	15.54	164.70		957.32
RPC0083010012AA	10	4264	360.74	7.22	120.61		488.57

CURRENT DUE: 1,884.53

TOTAL DUE: Bottom 1,884.53

Enter=ReStart F3=Exit F7=PM Inq F8=TM Inq F9=Print Bill F20=All Searches
F1=Help F15=Print Report F6=TOGGLE 2ND LINE F4=TAX COMMENTS

Land Value \$19,500
 Improved Value \$ 5,821

 TOTAL \$ 25,321

MAKE CHECK PAYABLE TO:
 TETON COUNTY TAX COLLECTOR
 BONNIE C HATCH 208-354-2254
 150 COURTHOUSE DR #219
 DRIGGS ID 83422

2013 TAX BILL/RECEIPT
 BILL# 5242
 CODE AREA 3-0000

PARCEL NUMBER
 RPC0083010012AA
 LAND 19,500
 IMPROVEMENT 5,821

1ST HALF DUE		2ND HALF DUE		FULL DUE	TOT MKT
TAX	152.80	TAX	152.80	TAX	305.60
LATE		LATE		LATE	
INT		INT		INT	
COST		COST		COST	
TOT		TOT		TOT	25,321

JORGENSEN DENNIS
 4476 E 250 N
 RIGBY ID 83442

LOTS 12 THRU 17 BLK 10
 TETONIA TOWNSITE
 SEC 26 & 35 T6N R45E

3122 CENTRAL AVENUE
 DELINQUENTS
 RP 5243 2012 RP 20338 2011
 RP 4264 2010

TAXING DISTRICT	RATE	
COUNTY	.002893557	73.26
TETONIA	.002007410	50.82
SCH DIST 401		
TORT	.000021124	.52
BOND	.001146509	29.02
EMERGENCY	.000169395	4.28
PLNT FACILITIES	.000299929	7.58
SUPPLEMENTAL	.002324452	58.86
CEM CACHE-CLA	.000096639	2.44
FIRE PROTECTION	.001595954	40.40
LIBRARY	.000168239	4.26
MOSQUITO ABATE	.000200000	5.06
AMBULANCE	.000400000	10.12
SPEC ROAD LEVY	.000749823	18.98
AMOUNT DUE	.012073031	305.60

*** IMPORTANT ***
 PLEASE READ BOTH FRONT AND BACK
 *** MONTHLY PAYMENTS ARE ACCEPTED ***
 IF A MORTGAGE COMPANY IS RESPONSIBLE
 FOR THIS BILL, PLEASE FORWARD.

TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

COPY
 PLEASE READ THE BACK OF THIS NOTICE YOUR
 RETURNED CHECK IS YOUR RECEIPT

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
 PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

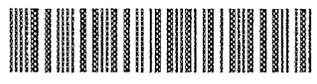
FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
 PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

JORGENSEN, DENNIS
 DELINQUENCIES 12 11 10

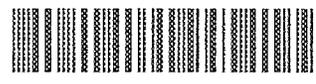
COPY

JORGENSEN, DENNIS
 DELINQUENCIES 12 11 10

COPY



2013
 BILL# 5242



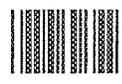
2013
 BILL# 5242

2ND HALF

1ST HALF

FULL

RPC0083010012AA
 3-0000

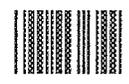


AMOUNT DUE 152.80

RPC0083010012AA
 3-0000



AMOUNT DUE 152.80



AMOUNT DUE 305.60

TETON COUNTY
 BONNIE C HATCH 208-354-2254
 150 COURTHOUSE DR #219

LATE
 INT
 COST
 TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE JUNE 20, 2014

DATE PAID CHECK #

TETON COUNTY
 BONNIE C HATCH 208-354-2254
 150 COURTHOUSE DR #219

LATE
 INT
 COST
 TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 20, 2013

DATE PAID CHECK #

NOTE: A 2% LATE CHARGE IS CHARGED ON LATE PAYMENTS MADE BETWEEN DECEMBER 21 AND DECEMBER 31, BEGINNING JANUARY 1, INTEREST ON THE DELINQUENT TAX AND LATE CHARGE IS CALCULATED AT THE RATE OF 1% PER MONTH ON THE DELINQUENT TAX AND LATE CHARGE.

Payment of a tax delinquency.

When a tax becomes delinquent, payments are posted to the roll and applied to costs, interest, late charge and delinquent tax in the proportion each bears to the total amount due.
See IDAHO CODE 63-1002.

Filing of material by mail. Date effective.

A post office cancellation is considered the filing date. A postage meter is not an acceptable post office cancellation mark.
See IDAHO CODE 63-217.

Effect of failure to receive notice.

If you do not receive a tax notice on property, this does not excuse the late charge and interest for non-payment.
See IDAHO CODE 63-902(9).

REAL PROPERTY

All taxes extended on the property roll are payable on or before December 20. The taxes may be paid in two equal halves. If the first half is not paid on or before December 20, that half becomes delinquent and a 2% late charge must be added. Interest on the delinquent tax and late charge is calculated at the rate of 1% per month beginning January 1 of the following year. If the first half tax has been paid in part, late charge and interest are calculated on the remaining first half tax. If the second half is not paid on or before June 20, that half becomes delinquent and a 2% late charge must be added. Interest on the delinquent tax and late charge is calculated at the rate of 1% per month beginning January 1 of that year. If the second half tax has been paid in part, late charge and interest are calculated on the remaining tax.

All taxes extended on subsequent or missed property rolls are payable within thirty (30) days of the billing date and become delinquent if unpaid thirty (30) days after the bills are mailed. See IDAHO CODE 63-903.

PERSONAL PROPERTY or MANUFACTURED HOUSING

See IDAHO CODE 63-904(2).

All taxes shown on personal property and manufactured housing are due and payable on demand. If no demand is made, the taxes may be paid in two equal halves. The first half is due and payable on or before December 20, and the second half is due and payable on or before June 20 of the following year. If the first half is not paid on or before December 20, that half becomes delinquent and the entire tax becomes due and payable. A 2% late charge must be added to the delinquent half. Interest is calculated at the rate of 1% per month beginning January 1 of the following year on the delinquent half and late charge. If the first half was paid in part, late charge and interest are calculated on the unpaid portion of the first half. If the second half is not paid on or before June 20, that half becomes delinquent and a 2% late charge must be added. Interest on the delinquent tax and late charge is calculated at the rate of 1% per month beginning January 1 of that year. If the second half has been paid in part, late charge and interest are calculated on the remaining tax.

The county tax collector may issue a demand for payment on any personal or manufactured housing tax which becomes due and payable on the demand date. If the tax is not paid, it becomes delinquent the day following the demand date.

When any part of a tax becomes delinquent, a warrant of distraint is issued to the county sheriff for its collection.

Before the tax becomes delinquent, the board of county commissioners may grant up to a four month extension to pay the tax, late charge and interest. A warrant of distraint is not issued until the extended time expires. There are no extensions given on the second half.
See IDAHO CODE 63-201(13), 63-904, and 63-1013.

TRANSIENT PERSONAL PROPERTY

Taxes on transient personal property are due in full on demand. If no demand is made, the taxes are due and payable on or before December 20. If the tax is not paid on or before December 20 or the demand date, the full tax becomes delinquent and a 2% late charge must be added. Interest on the delinquent tax and late charge is calculated at the rate of 1% per month beginning January 1 of the following year. If the tax has been paid in part, late charge and interest are calculated on the remaining tax.

When any part of a tax becomes delinquent, a warrant of distraint is issued to the county sheriff for its collection.

See IDAHO CODE 63-201(24), 63-313, and 63-904(5).

OCCUPANCY TAX

Occupancy tax is due and payable according to the same schedule as manufactured housing, or real property, whichever is applicable.
See IDAHO CODE 63-317, 63-602Z, and 63-903.

When any part of the tax becomes delinquent, the tax may be collected in the same manner as tax is collected for manufactured homes or real property, whichever is applicable.

Total tax due shown on this statement may not be deductible for Internal Revenue Service (IRS) purposes. Please check with an accountant.

Levy Sheets Available

Market Value Legend

L = Land I = Improvements P = Personal Property HM = Homeowner
MVE = Market Value Exemption

***** MONTHLY PAYMENTS ACCEPTED *****

Any portion of a property tax may be paid at any time. However, to avoid delinquency, total payment must be made in full by the due date. Partial payment of any tax will not invalidate any collection process as defined by Idaho Code 63-903.

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE APPLIED TO THE OLDEST DELINQUENT YEAR.

KEEP TOP PORTION FOR YOUR RECORDS.

PERSONAL CHECKS ARE YOUR RECEIPT SUBJECT TO BANK CLEARANCE.