Teton County Idaho - Commissioners Meeting Agenda
Tuesday, October 15, 2012
LOCATION: 150 Courthouse Drive, Driggs, ID 83422 *(208-354-8775)*

Individuals addressing the Board will approach the podium and state their name for the record.
If you have handouts, please provide the Clerk or staff with that document in advance.
***** PLEASE SILENCE ALL CELL PHONES *****

9:00 AM **Meeting Called to Order** – Chairman Park
Pledge of Allegiance & amendments to agenda if any.

"Open Mic" – Public Q & A
(If no one volunteers to speak, the Board will conduct Administrative Business)

9:30 **DEPARTMENT BUSINESS**

Emergency Management – Greg Adams, Coordinator

Mosquito Abatement District – Greg Adams

Planning & Building – Staff
1. Contract Planner Report – Stephen Loosli
   a. Scope of Work Clarification & Direction
2. Planning & Building Staff Report
3. Application Approvals, *if necessary*
4. Planning Administrator Hiring Update

Public Works – Jay Mazalewski, Engineer
1. Award Contract – Bridge Installation N3000W
2. Award Contract – Badger Creek Restoration
3. LEC – Arden Smith, Ormond Builders

Clerk – Mary Lou Hansen
1. **Resolution 2013-1015A** – Transfer Funds prior to Closing of FY2013
2. County Personnel & Administrative Policy Review
3. Request for Funds – Court File Storage
4. Rudd & Co engagement letter for FY 2013 audit

Executive Session per IC § 67-2345 (1)(a) personnel & (d) indigent.

Administrative Business *will be dealt with as time permits.*

- Approve Available Minutes
- Discuss Correspondence & Sign Documents
  1. ICRMP Board of Trustees Nomination
- Other Business
  1. MOU's with Wyoming for Ambulance & Dispatch Services
  2. Staff Memo
     a. Property Disposition
     b. Ambulance District RFQ/RFP Process
- Committee Reports
- Claims

RECESS Board will reconvene at 3:45pm for Public Hearings

3:45 **Public Hearing:** FY2013 Budget Opening – **Resolution 2013-1015B**

Adjourn

Any person needing special accommodations to participate in the above noticed meeting should contact the Board of County Commissioners' office 2 business days prior to the meeting at 208-354-8775.

Teton County

Emergency Management & Mosquito Abatement

Department Report 9/9-10/8/2013

Greg Adams, Coordinator/Director

Teton Creek Grant Project Update

The contract is done and construction is moving along. The total amount spent on the project to date, (including our personnel time match) is $122,241.03. 38% of the project tasks have been completed, along with 29% of our match obligations.

Projects Accomplished

Our Disaster Drill went well; all those that participated agreed that it was worthwhile and are looking forward to the next drill.

On September 28th I had a booth at the Hospital Health Fair and distributed preparedness material to members of the public that were there.

Future Projects

The Emergency Management Performance Grant (EMPG) that helps pay for my salary will be $12,362.38 this year.

Our 2013 Homeland Security Grant proposal and application are ready to go. The total grant amount available for projects was $23,196.59 and the first responder agencies decided to spend $2,000 on training and exercises, $7,500 on a new repeater for Search and Rescue, $1,565 on support for the State Law Enforcement Information fusion center, with the remaining $12,131.59 going to support the tower at the Law Enforcement Center and the interconnectivity project between the Courthouse and the Law Enforcement Center. It would be much less paperwork and fewer hoops to jump through if we just used all of the money to support the tower, and the County paid for the interconnectivity project. It will be the same amount of grant dollars either way; however it could delay the interconnectivity project by months. Will you still fund the interconnectivity project if we put all of our grant money towards the tower? May we proceed with their proposal and the application?

We have always had a public safety communication coverage hole in Victor. We secured equipment that will remedy that, however we have been searching in vain for a location we could put it in, at a price tag we could afford. Working with the City of Victor they have secured a Cell Tower site that has been abandoned in Pioneer Park and they are allowing us to utilize the tower free of cost. However, the cell company that abandoned the site took the building that was there. We have secured another structure that we will use for the building but we need $5,000 to install the necessary electrical service and the antennas. This is a life safety issue for the first responders and will benefit all of the agencies. There will also be the recurring cost for the small amount of power we will utilize at the site. May we utilize County contingency funds to accomplish this project?

The generator that was at the old courthouse and is going to the new Law Enforcement Center will only power a small portion of the building. If this building is to be fully utilized during a power outage we will need a lot more backup power. There is a department of defense equipment reuse program for law enforcement agencies that at times has generators that would be able to accomplish this. There is no cost for the equipment,

but we have to pay for the expense of picking it up and bringing it here. If we find a generator that will work, may we apply for it and use County contingency funds to pay for the cost of transporting it here? The items available on this program are available to agencies all across the Country and usually are claimed very quickly. We would not have time to wait for a BOCC meeting before we applied for the equipment.

Future Appointments

10/16	Red Cross meeting in IF 6PM
10/17	State EOC practice 8 to 3
10/17	ASPR in IF 12:30 to 4
10/23	Winter preparedness presentation in Tetonia 7PM
10/29	Code Red Training 3PM
10/30	Yellowstone eruption event exercise in Clyde Park Montana 10 to 5
11/5	Teton County Radio/LEPC meeting 2:30-5

MOSQUITO ABATEMENT DISTRICT

Another mosquito season has come and gone. Because of the drier weather and lack of West Nile Virus presence we never needed to do an aerial application. It was a successful season that I didn't receive a single complaint on.

Mosquitos do not stop at State lines and because of that I am working with the Teton County Wyoming Mosquito Abatement program on an MOU. It will probably be a few months before it is ready to sign, because of projects we are both working on at the moment, however there are three key points that I am seeking to incorporate into the agreement:

- Instant sharing of surveillance data. Once we have trap data, or any sign of disease presence I want both agencies to know about it.
- Shared protocols on what each agency will do when disease presence has been identified. I don't want to tell them what to do or have them tell us what to do, but I want both of us to know each other's protocols.
- Agreement to assist each other if possible at cost when either of us needs help. This would not force us or them to have to respond, but if the requested County is available they would come to assist.

Along with the agreement it is my intent to have a joint meeting with them at least annually and continue to build a constructive relationship between the two agencies.

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

Invoice Number #INV-20131003-7
Date 10/02/2013
Due Date 10/16/2013

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

INVOICE

Item	Description	Price/Unit	Qty	Price
County Planner	Total hours: 33:00 -- Default Task List -- - Staff Time - 33:00	$50.00	33.00	$1,650.00

Total $1,650.00

Thank you for your business.

Stephen Loosli
Report 10/02/2013 09:00 PM

Created by Stephen Loosli on 10/02/2013 09:00 PM

All Active Projects
All Users
Time Interval: 09/01/2013 — 09/30/2013

Total hours	**33:00**	
County Planner	**33:00**	
Default Task List	33:00	
Staff Time	33:00	
Stephen Loosli 09/05/2013 04:00 PM — 08:00 PM	04:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/06/2013 04:00 PM — 08:00 PM	04:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/10/2013 03:00 PM — 06:00 PM	03:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/13/2013 06:00 PM — 09:00 PM	03:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/14/2013 10:00 AM — 02:00 PM	04:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/16/2013 01:00 PM — 06:00 PM	05:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/17/2013 10:00 AM — 12:00 PM	02:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/17/2013 03:00 PM — 06:00 PM	03:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/18/2013 10:00 AM — 12:00 PM	02:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.
Stephen Loosli 09/18/2013 03:00 PM — 06:00 PM	03:00	Work on draft TCDC v1.0, using LEED ND, YBP GY-Framework, Idaho Statutes, Montana Subdivision Act, Code Studio templates, etc.

Mary Lou Hansen

Subject: FW: Contract Planner scheduling

From: Stephen Loosli [mailto:stephen.loosli@gmail.com]
Sent: Tuesday, September 10, 2013 01:16 PM
To: Mary Lou Hansen
Cc: Kathy Spitzer; Dawn Felchle; Wendy Danielson; dave Hensel; Kathy Rinaldi; Kelly Park; Sid Kunz
Subject: Re: Contract Planner scheduling

Deal All,

My response and clarifications are as follows:

- I will be present at the October 15th BOCC meeting.
- I always intended to coordinate with Wendy for any and all meetings with the PZC.
- I did not mean to imply a public hearing in October or November, but rather a public unveiling of a draft, version 1. The PZC will want to dig in and review the draft, which most likely will go through several revisions before they are comfortable having any public input in the form of a public hearing. This first version is the starting point, not the ending point.
- I will make a note to CC Kathy Spitzer on all communication going forward.

Thanks,
Stephen G. Loosli

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

On Tue, Sep 10, 2013 at 12:48 PM, Mary Lou Hansen <mlhansen@co.teton.id.us> wrote:

Stephen: I don't understand the chain of command for your position so am taking it upon myself to convey some information to you to be sure you receive it:

-During yesterday's meeting the Board decided to ask you to attend their Oct. 15 meeting to discuss your projects and activities. (There was an obvious confusion/lack of information regarding exactly what projects you're working on.) Please let Dawn or myself know if that date does not work for you.

-Please remember that all meetings/hearings to be scheduled with the PZC should be coordinated with Wendy.

-Please remember that statutory deadlines/noticing requirements must be met when scheduling such meetings.

-Please copy Prosecutor Spitzer on every email you send the Board.

Thanks, *Mary Lou*

Mary Lou Hansen

APPROVED Teton County ID Board of County Commissioner and Planning & Zoning Commission Minutes Regarding Contract Planner – Stephen Loosli

Complete Public Record as of 9-23-2013

April 11, 2013
CONTRACT PLANNER

• **MOTION.** At 3:10 pm Chairman Park made a motion for-Executive Session to consider hiring an agent pursuant to IC 67- 2345(1) (a). Motion seconded by Commissioner Kunz and a roll call vote showed all in favor. The Executive Session ended at 3:45 pm.

• **MOTION**. Chairman Park made a motion to negotiate a contract with Stephen Loosli to serve as a professional planner for the county. Motion seconded by Commissioner Kunz and discussion followed.

Commissioner Rinaldi explained that she was going to vote in favor of the motion to support Commissioner Park and Kunz's efforts but that Mr. Loosli was not the most qualified candidate for the position.

Chairman Park called for a vote and the motion carried unanimously.

Clerk Hansen asked who would conduct the contract negotiations and who would notify Mr. Loosli. Commissioner Kunz said he would like Mr. Loosli to participate in the April 19 meeting with Code Studios. Prosecutor Spitzer agreed to prepare a draft contract. Since the current scope of work is quite vague, she said the contract should specify the hours, time and rate of pay. The scope of work and contract will be finalized April 22. Chairman Park will notify Mr. Loosli of his selection and tell him that no contract or scope of work will be available until April 22. Mr. Loosli will be invited to attend the April 19 meeting with Code Studios.

April 19, 2013
CONTRACT PLANNER
STAFF, CITY & VOLUNTEER COMMISSIONERS PRESENT: Planning Administrator Angie Rutherford, Planning & Zoning Commissioners Chris Larson, Bruce Arnold and Cleve Booker, City of Victor Development Director Bill Knight and Code Studio consultant Lee Einsweiler.

INVITED GUEST(S): Stephen Loosli

8:00 am Chairman Park called the meeting to order.
Mr. Einsweiler of Code Studio explained the code writing process. He said that he would first conduct a diagnosis of existing regulations and their ability to implement the existing plan for all three entities (Driggs, Victor and Teton County). In the summer (June or July), he would host a public participation design charrette: the focus in Driggs would be to support downtown commercial areas, the focus in Victor would be to sew the pieces of downtown together. Code Studio will focus on the cities and the areas of impact until after any possible amendments to the Teton County Comprehensive Plan or Ordinances have been discussed and agreed to. (Note: Mr. Loosli is in contract negotiations with the County to be a contract planner. The proposed scope of work includes reviewing and amending the Comp Plan and Planning & Zoning Ordinances.) Mr. Einsweiler stated that while he hopes the County can get more involved in the project, he does not feel it is a good use of time or resources to write code for a planning philosophy which is in transition. Mr. Einsweiler said he would need physical space to hold the design charrette and may need technical staff (engineers and planners) to help explain technical issues. Mr. Einsweiler stated that ideally, there would be one code framework for all three jurisdictions, but it would be up to each jurisdiction to adopt any recommendations that Code Studio makes.

Mr. Einsweiler explained that Teton County is the pilot project for the development of Model Code within the HUD Grant framework. Code Studio is not here to set policy, but rather is employed to help a jurisdiction "realize" whatever policy it wants to implement in order to guide planning. He added that it is hard to write good regulations if you don't know what you want as outcomes and that is up to the Board.

The group discussed who might be on a "vision committee." It was agreed that there should be broad representation on the committee, including but not limited to the original Comp Plan Core Committee. Mr. Einsweiler will create a matrix of the ideal representation for the vision committee.

The Board took comments from the audience:
- Mark Ricks urged the community to identify the hot button issues and bring folks together to work on a compromise.
- Jennifer Zung agreed.
- Joe Montesano asked about timing. Mr. Einsweiler commented the shortest timeframe is typically 18 months, but this will probably take two years. Mr. Montesano commented that the election cycle coincides with that timeline and he hopes the work does not get overturned after the next election. Mr. Einsweiler commented that the model code could be a resource no matter who is in office.
- Harley Wilcox urged a simple code that is easy to understand so when you buy property, you know what you can do with it.
- Bill Knight explained that Code Studio would produce a graphic code emphasizing the physical form rather than uses. Density would be highest in the center of town and decrease as one moves away from the town center.
- Anna Trentadue commented that the current zoning doesn't work well for anybody and that the agricultural zoning doesn't give options to land owners. She also commented that the zoning often doesn't match what's on the ground.

Commissioner Kunz stated he is in favor of working with the cities and to have growth in the cities, but wants options for land owners. He would like to see zoning codes that fit the needs of businesses and farmers. He is disappointed that Code Studio will delay their start of work with the County. Mr. Einsweiler stated he can start on the County portion of the project as soon as the County comes to closure on certain policy issues.

The commissioners thanked Mr. Einsweiler and the audience for their attendance.

April 22, 2013
Morning Mic - Ty Mack asked about the scope of work for the contract planner and thinks there is a huge risk for duplication. He said the Board seems to be "politicizing" the planning department even though the staff works under direction from the Board. Commissioner Kunz said they are proposing meeting with Ms. Rutherford and Mr. Loosli to make sure there is no duplication. Commissioner Rinaldi said the Board will discuss the contract planner scope of work during today's session with the Prosecutor.

PROSECUTOR
The Board reviewed the draft Professional Planner Agreement drafted by Prosecutor Spitzer for contracting with Stephen Loosli. She inserted an hourly rate of $26 since that was what the previous planner earned, including payroll taxes and benefits. Chairman Park said he thought $40 per hour was appropriate. Commissioner Kunz has talked with Mr. Loosli, who requires $50 per hour. With 22 weeks remaining in the fiscal year, there is about $23,000 left in the budget for the planner salary and benefits. Commissioner Kunz said Mr. Loosli would probably work less than 20 hours per week.

Sandy Mason pointed out that Mr. Loosli would be earning the same amount of money as the former planner but would only be doing half the work. Another speaker said he did not think the county could do justice to the Comp Plan with less than 20 hours a week. Commissioner Kunz said contractors always earn more money per hour than an employee since they have to cover all their expenses. He respectfully said that the County needs to be more efficient in the things that they do.

Chris Ricks does not believe that you can equate time with efficiency and said the county needs to give this a try. She pointed out that schools with 4 -day weeks have the same efficiency and quality as before,

but with cost savings. Bill Knight, Planning Director for the City of Victor requested that Ms. Rutherford continue as the county's representative and principal contact for the HUD grant.
Commissioner Rinaldi wants to be sure Mr. Loosli's $50 per hour time is spent wisely and said the proposed scope of work is too broad for efficiency. Commissioner Kunz said the scope of work was discussed in previous meetings. Prosecutor Spitzer said she created the scope of work by combining job descriptions and information previously submitted by Commissioners Park and Kunz. Commissioner Kunz asked why nobody had a problem with approving $150 per hour for an engineering firm and Commissioner Rinaldi responded that specific contract deliverables had been approved. She said she still isn't sure what the other commissioners want Mr. Loosli to do.

Commissioner Kunz said that when this process started it was about diversifying the staff. He asked everyone to please cut Mr. Loosli some slack and give him a chance. He pointed out that the contract is voidable at any time. Commissioner Kunz said his goal is to allow flexibility on both sides and that Ms. Rutherford and Mr. Loosli can sit down together and speak professionally and figure things out.

Commissioner Rinaldi said she is apprehensive about Mr. Loosli's background given Judge Moeller's ruling on an issue in Fremont County where Mr. Loosli was involved. She asked Commissioner Kunz if he still thinks Mr. Loosli is the best choice for Teton County. Commissioner Kunz said he believes Mr. Loosli will help things. He has made follow -up phone calls regarding Mr. Loosli's resume, but would not disclose who he spoke with. He believes Mr. Loosli is absolutely qualified and if it doesn't work out, Commissioner Kunz will take frill responsibility. Chairman Park asked if the Board conducted a flawed selection process. Commissioner Rinaldi said references are usually checked before a hiring decision is made and made a formal request for a reference check. She said it seemed the Board hired Mr. Loosli for diversity, not based upon his qualifications.

April 24, 2013
CONTRACT PLANNER – *Initial Signed Contract/Agreement & Scope of Work (Exhibits A & B)*
Planning & Building Department —Angie Rutherford, Planning Administrator
1. Scope of Work: Contracted Professional Planner (Stephen Loosli)

COMMISSIONERS & STAFF PRESENT: Commissioners Sid Kunz, Kelly Park and Kathy Rinaldi; Prosecutor Kathy Spitzer; Planning Administrator Angie Rutherford. Contractor Stephen Loosli was also present.

Chairman Park called the meeting to order at 9:00am

Chairman Park stated that he wanted to hear from the professionals, Mr. Loosli and Ms. Rutherford, regarding their thoughts on the strengths they bring to the table and what specific projects they felt the most comfortable with and wanted responsibility for. Personally, Commissioner Park would like to see Mr. Loosli review the County's Comp Plan to make sure that the County is not in any violation of State Law as it pertains to the new LLUPA Legislation which becomes effective July 2013 and take a look at property rights and county land use practices. Commissioner Park also thinks Mr. Loosli is in a good position to address business development as it pertains to the city's areas of impact and getting more businesses started and our existing businesses more vibrant. He feels that Ms. Rutherford knows the current code and should review them and where they are too restrictive amend them. Commissioner Park would like to see fewer codes. Any suggested changes by Mr. Loosli or Ms. Rutherford should be positive changes for the county.

Commissioner Kunz stated that his priority for Mr. Loosli is to focus on the development code and zoning ordinances. He commented that Ms. Rutherford is swamped with applications and processing those as quickly as possible should be the County's priority. He would like any redundancies in the application process to be removed and feels the county should step aside and let the process work quicker for the public. Just because the county has the ability to govern, doesn't mean that it should. Commissioner Kunz understands there needs to be a process for subdivisions and replats, but the county needs to limit its reach and help expedite the process. This is the end goal. There is too much government regulation. Mr. Loosli and Ms. Rutherford should both do whatever they can to streamline the process and make it more efficient and less regulatory. People should know exactly what they can and can't do from the outset.

Commissioner Rinaldi would like to hear from Ms. Rutherford and Mr. Loosli and what they think their job is and what they are to being asked to do. Because the Board has worked with Ms. Rutherford over the past several years and because she has a clear job description, Commissioner Rinaldi knows what she does. In reading the scope of work received on Monday, April 22, Commissioner Rinaldi is not sure what Mr. Loosli is supposed to do. Is his primary goal to change the Comp Plan? Address the LLUPA legislation and code amendments? The county has been working on cleaning up the code. Changing the Comp Plan to streamline the application process is a very broad scope of work. Commissioner Rinaldi is looking for clarity on Mr. Loosli's scope of work by the end of this meeting.

Prosecutor Spitzer said that ordinances control planning and zoning applications, not the Comp Plan. All three commissioners agree that it is important to review the county overlays and zoning ordinances and make sure the County is in compliance with state regulations and LLUPA.

Mr. Loosli stated that he will be working for the Board and working on specific projects assigned by the Board. Reviewing the Comp Plan and making sure it does not contradict regulatory requirements will be his first area of focus. The Comp Plan itself is not a regulatory document but it is a foundational document and is required by state law. The preferred land use map (PLUM) in the Comp Plan is a required document and it is important that it support the existing zoning map. For new applications it is important that the PLUM and zoning map to be in sync with each other.

Commissioner Rinaldi asked if it was Mr. Loosli's intent to change the PLUM to match the current zoning or change the zoning to match the PLUM. Mr. Loosli stated that since the PLUM was recently adopted it was the lead document for the legislative will of the county and the zoning map would need to be changed to match the PLUM. Making any necessary changes to the zoning map are a priority.

Mr. Loosli said the recent legislative changes to LLUPA impact Teton County because the county has extensive areas with overlays. The legislature has asked that jurisdictions review their overlays and make sure the requirements of the overlays are objective and understandable. Commissioner Rinaldi asked Mr. Loosli if he was under the assumption that the current Teton County overlays need to be changed. Mr. Loosli said that he is not a policy maker and does not know if they need to be changed. He sees his role as interacting with the community, the planning commission and the Board to determine what the legislative will of the community is today and to provide guidance and understanding of the parameters the Board should review from a policy making standpoint.

Commissioner Rinaldi asked how Mr. Loosli was going to engage the community. He mentioned that there needs to be a battle plan with stated goals from the Board. There would be scheduled public comment phases, guided by the planning commission. Commissioner Rinaldi asked if the entire Comp Plan process would be replayed from house parties to the plan van, or just planning commission meetings. Mr. Loosli said that the more serious the changes requested by the Board, the more outreach that is necessary. If the changes will be a simple sanding and polishing, than traditional noticing and planning commission meetings will suffice.

Mr. Loosli is comfortable with Code Studio and recognizes their need to receive a stated policy and position from the County before they can begin writing proposed code. He would like to see the code rewritten once in the coming months and done correctly with as little redundancy as possible by both Code Studio and staff. An example is the city areas of impact. The same process needs to be adhered to for all three cities. The County should not have multiple processes for the same intent.

Commissioner Rinaldi said that if Mr. Loosli is going to work with the cities in defining areas of annexation and areas of impact, than that streamlined application process needs to be defined and included in his scope of work. If Code Studio is going to write the initial language for the Code, the County should not be paying Mr. Loosli to do that.

Mr. Loosli thought his contract was broad enough that there was room for changing the work focus at the direction of the Board at any time. Code Studio will not write policy. They are under contract with other entities such as Fremont County, the cities of Driggs & Victor, and Teton County Wyoming. Writing policy must occur on a local level. He sees step one as solidifying the Comp Plan and making necessary amendments.

Commissioner Rinaldi stated that the Board is not in agreement as to the purpose, role and language of the Comp Plan, so coming up with a county -wide policy for land use planning is going to be difficult. Commissioner Kunz said there are just some parts of the Comp Plan he doesn't agree with. Commissioner Rinaldi said there are sections of the Comp Plan she personally doesn't like either but that the document is a compromise of the entire community.

Mr. Loosli said that he has heard from some members of the public that there are sections they do not like in the Comp Plan but he is unsure what those sections are. He went on to say that because the Comp Plan document is big, glossy and pretty, most people believe it holds more regulatory weight than it does. The code is bland and boring looking and holds all the regulatory power. Decisions based upon the Comp Plan are generally focused on zoning and conditional use applications. It was agreed that CUPs need to be scaled back and avoided whenever possible.

Commissioner Rinaldi said she voted no to the contract and scope of work because it was so broad and it was absent of any defined and measurable deliverables. She prefers a contract to have written specifications so that both parties know what and when a task is expected and how much it will cost. She wants this relationship to be successful but has yet to see or hear how this is going to work and the Board has not addressed the increased work load on the remaining county staff. If the Board is not going to make a change that will reduce Ms. Rutherford's work load and responsibility, than the Board needs to give her clear direction on what she should be working on and what tasks can be left undone.

Ms. Rutherford informed the board that the scope of work for Mr. Loosli does not impact her in that it does not share her workload and that given current applications and upcoming hearings, applicants are going to have to wait longer for responses and reviews. There are not enough hours in the day unless the Board gives Mr. Loosli some of the larger applications such as River Rim or Canyon Creels. Bringing Mr. Loosli up to speed on various applications would take additional time as well. A contract person working fewer hours than the previous planner does not insure an expedited public application process.

Mr. Loosli spent time explaining his interpretation of: (1) areas of impact; (2) economic development (county should not compete with cities); (3) the LLUPA legislation and how it affects overlays and the county's lack of jurisdiction over State agencies (Idaho Fish & Game and Health District) on both private as well as public lands; and (4) the County needs to balance rules with cost of enforcement (e.g. design standards, noxious weeds, lighting, landscaping, etc.). Specifically Mr. Loosli stated that Idaho Fish and Game (IDF &G) has all authority on public lands and neither the County nor IDF &G have authority on private lands over fish and game (wildlife).

Ms. Rutherford commented that the County does have some authority over habitat and in fact the area office of IDF &G has asked the County to maintain guidelines within the Comp Plan and Code to protect wildlife on private lands. Mr. Loosli contends that as a private individual he has the right to exclude wildlife from his property with a fence if he desires, as long as the fence does not do harm to the wildlife. Prosecutor Spitzer interprets LLUPA and the recent legislative decision that the County does have a responsibility to protect wildlife on private land as it pertains to land use development and zoning. Mr. Loosli contends the County does not have the authority, expertise or money to regulate wildlife on private land. Concern by land owners as it pertains to property rights is that the County, with the wildlife overlay, is telling the public what they can and cannot do on their land. Mr. Loosli feels the rules governing the wildlife overlay are subjective not objective.

Commissioner Rinaldi stated that the current overlay was created with IDF &G data and input. She went on to say that there is a speed limit to protect people but it does not mean that everyone obeys the law or that the Sheriff stops everyone who is in violation of the law. You have to have rules and process which are fair and predictable. Outside investors want to know that there are guiding principles in place which will ensure long term growth and prosperity for business and raising families which requires protecting the assets that foster investment. Commissioner Rinaldi wants to see the County pick a path that will ensure success instead of simply mucking around in property rights and ignoring the bigger picture.

Commissioner Kunz stated that he felt the contract allowed for flexibility and if Mr. Loosli could help Ms.

Rutherford then the Board has the ability to direct him to do so. Commissioner Kunz wants to get started. If the relationship or the projects are going in the wrong direction the Board can stop and change direction.

Commissioner Rinaldi stated that it will be difficult to control costs if there is too much ambiguity. A more defined scope of work and clear direction will be more beneficial for the county.

Prosecutor Spitzer reiterated the need for clear communication and periodic review of accomplishments to measure the success of the decision. The submittal of an invoice with detailed activities and progress comprising the 20 hours per week will be turned in to the Commissioners' office with Commissioner Kunz reviewing for accountability. Mr. Loosli will give a progress update at every Monday Commissioner's public meeting and the Board can determine if expectations are being met or need to be revisited. It was agreed that "unstated expectations" create problems.

Mr. Loosli asked what specific deliverable the Board wanted. What is the big picture and where will Teton County be when it gets to where the Board is taking it? Mr. Loosli said he is hearing the Comp Plan and the code as priorities.

Commissioner Rinaldi said she does not agree that the Comp Plan needs to be revisited. The current Plan reflects a broad spectrum of the community and is very consistent with what the majority of the community said when the last Comp Plan was adopted (2004) and again in 2012. There is a lack of understanding in the community of what the document says and what it does (or rather does not do). If Mr. Loosli can help educate the public about the purpose of a Comp Plan, Commissioner Rinaldi is all in favor. She went on to say that the community is conflicted and that sometimes people do not want to know the truth. Quality of life, scenic views, recreation and access to pathways, attracts new investors and development of the city's downtown areas are the fixture. If the Board chooses not to listen to this message and instead allow everyone to do whatever they want wherever they want, the entire county will ultimately suffer. By approving everything for everybody, the county did facilitate the downturn of the local economy and helped people fail. The county should encourage and support smart decisions (business and land use).

Mr. Loosli commented that it is time to quit looking at what happened in the past and let the word out that Teton County is open for business. The County should not add to the regulatory burden of business development. Prosecutor Spitzer added that the current code does not allow much in the way of business in the county, and it is designed to encourage growth in the cities with regulatory requirements being the municipalities' jurisdiction. Bad county decisions have long lasting ramifications and adversely affect the cities (e.g. Ford Garage and commercial zoning north of Driggs).

Commissioner Kunz wants Code Studio to begin working with the County immediately and not wait until later in the summer. What does Code Studio need from the County to get moving? Commissioner Rinaldi stated that Code Studio cannot write code when comprehensive planning policies (i.e. comp plan) are in flux and going to change. The long range planning philosophy outlined in the Comp Plan is either good or it's not. The Board has to make a decision about what the County wants and convey that to Code Studio.

Mr. Loosli summarized that he is good with time management and is flexible and will do whatever the Board tells him to do. Based upon what the Board said, he sees his scope of work as:

1) Review of the Preferred Land Use Planning Map (PLUM, i.e. Framework Map in 2030 Comp Plan) for coordination with the existing Zoning Map and the Comp Plan and insure compliance with recent LLUPA & Legislative changes in the law.
2) Review of Development Code (Zoning & Subdivision)
3) Review Development Code as it pertains to Comp Plan Guidance
4) Intermediate Changes to Development Code (Amendments) to bring into compliance
5) Coordination with Code Studio for long -range view /changes to Development Code

Mr. Loosli will get Prosecutor Spitzer the required liability insurance paperwork. Communication by Mr. Loosli will go to all three commissioners and the Prosecutor. Mr. Loosli is under a verbal contract agreement and will begin work immediately.

May 13, 2013
CONTRACT PLANNER
Contractor Stephen Loosli said this was the first opportunity to discuss his contractual relationship with the Board in a public meeting. Regarding his first billing (Attachment #4), he said: (1) He had been asked by the Board to attend the Code Studio meeting and had been told he would be paid for that time; and (2) Every media conversation was initiated by the media and he would be happy to abide by whatever policy is implemented by the Board. Commissioners Kunz and Park said the media could learn what they needed by attending Board meetings and asking questions during Morning Mic. Chairman Park suggested Mr. Loosli submit a written report at each meeting. Commissioner Rinaldi said it was important for Mr. Loosli to talk to the media in order to maintain an open and transparent government. Mr. Loosli said he is not an "agent" of the county, but is only under contract with the county. Therefore, anything he says to the media is simply his personal opinion. He requested guidance about what he should and should not talk to the papers about. Commissioner Rinaldi said he should answer whatever questions are asked. Mr. Loosli offered to deduct 5 hours of time from his first bill and to not charge for the time spent in today's Board meeting.

Mr. Loosli said his contract with Teton County is a very unique, amorphous agreement. He is hired as staff, but is being paid as an hourly contractor. He works directly for the Board but works collaboratively with the Planning Administrator. Mr. Loosli said he is not certain about what, exactly, the Board expects from him. He listed several possible tasks, including: updating the Impact Area agreements with the cities; help "freshen" the membership of advisory groups; be sure county zoning aligns with the new Preferred Land Use Map; address affordable housing concerns; and amend the county's development code to bring it into compliance with the new Comp Plan. The code update is a very large task which could be accomplished by modifying the existing code; adapting code from other counties; or writing completely new code. Code Studio, hired through the HUD grant, could also help re -write the county code, but only after policy certainty is established at the county level.

He described the county's new Comp Plan as "admirable," and said from his point of view it contains nothing that should have created such divisiveness in the community. However, he said development codes are often controversial because they provide specific regulations. Mr. Loosli pointed out that much of his work must be reviewed and approved by the PZC before it is considered by the Board. He will meet with the Planning & Zoning Commission in June to learn their priorities regarding code updates.

Mr. Loosli plans to meet with Planning Administrator Angie Rutherford this week and also intends to meet with VARD, TRLT, FTR and other organizations to learn and discuss their concerns about planning. He stressed that he has no desire to waste one dollar of taxpayer money and will only bill the county for time actually worked. The Board signed the contract that had been approved during the April 22/24 meeting (Attachment 45).

PLANNING, BUILDING & GIS
The Board thanked Ms. Rutherford for her detailed bi- monthly update (Attachment #6). They suggested that Mr. Loosli tackle the code changes for large- acreage subdivisions mentioned in her report. Chairman Park asked about proposed changes to the county's one -time -only lot split process. Ms. Rutherford said she envisions retaining the current subdivision process and the currently one - time -only lot split process. She would like to add a new short plat process to provide a simpler alternative for small subdivisions, such as those intended for family members. However, her initial ideas have been rejected by the larger landowners.

May 28, 2013
CONTRACT PLANNER – *Modified Scope of Work Submitted by S.Loosli via Email*

Contractor Stephen Loosli referred to his May 21 email proposing an amendment to his scope of work (Attachment #3) and to subsequent response emails sent by the Planning & Zoning Commission (PZC) Chairman and two members (Attachment #4).

Mr. Loosli proposes to produce an updated Teton County Development Code consistent with the Teton County Comprehensive Plan and State Statutes. His email provided a specific outline and deadlines, beginning with an August 2013 deadline to present certain sections to the PZC and ending with a June

2014 deadline to present the entire code to the Board. He said the County PZC may need to meet as often as once a week for up to four hours when necessary, but more typically would meet twice a month throughout the code review process. He would coordinate his efforts with Code Studio, the HUD grant contractor, and with the cities of Driggs, Victor and Tetonia.

Commissioner Rinaldi said Lee Einsweiler of Code Studio recently observed that he could not start re-writing the Teton County code until the county got their "policy house" in order. She asked Mr. Loosli for his opinion about whether the county's "policy house" was in sufficient order to begin re- writing the code. She also pointed out that the HUD grant that Mr. Loosli helped write included $350,000 for code writing, with a significant amount dedicated for Teton County, and asked how he could do the job for so much less money than Code Studio.

Mr. Loosli said the zoning densities are the only portion of county policy that might need clarification in order to re -write the county code. Commissioner Rinaldi said the current adopted Comp Plan includes policy about zoning densities. However, she is not certain that the majority of the Board still wants to implement those policies. Mr. Loosli said the county's Comp Plan is mostly an excellent piece of work and that no one, either publicly or privately, has said anything to him about making changes to the Comp Plan.

Regarding the cost of re-writing the county code, Mr. Loosli said the Code Studio estimate was not based on much science. He said Code Studio's involvement came about because they were working for the City of Victor when the HUD grant was being written.

Commissioner Rinaldi said she is concerned that the Board will implement part but not all of the new Comp Plan and this will create inconsistencies and unfairness in the future. Partial implementation will repeat mistakes made by previous Boards and she does not want that to happen. She is also concerned that Mr. Loosli's work will duplicate work already funded by the HUD grant.

Commissioner Kunz said he is tired of talking about the same topics at every meeting and is exhausted by this process. He said the Comprehensive Plan was rammed through and that Mr. Loosli has been hired to update the county ordinances. He said the current PZC is not balanced and may need to be changed a bit. He responded with a "no" to Commissioner Rinaldi's question about whether he has taken one of the planning and zoning training sessions offered by the Idaho Association of Counties and ICRMP.

Commissioner Rinaldi said PZC members volunteer their time to perform a very difficult job and questioned how Mr. Loosli's proposal would bring unity to the county. Since Mr. Loosli believes the new Comprehensive Plan is good, she asked Commissioner Kunz to state what he believes is wrong with the document. Chairman Park terminated the discussion.

Mr. Loosli said his job will be to connect the Comp Plan with final code, adding that it may be difficult to obtain community support. In response to a question from Chairman Park, Mr. Loosli said one time only lot splits create a mess. He believes that any land splits should be done through an official subdivision process. Fremont County rejected the idea of a family lot split because it would be discriminatory. Instead, they ended up adopting an administrative process for the subdivision of up to 6 lots; the lots must comply with the underlying zoning.

Commissioner Rinaldi urged the Board to consider long-term property values and economic development when making their decisions and not just the immediate concerns of individual families and friends. She requested a fixed price from Mr. Loosli before his scope of work is modified. Prosecutor Spitzer said modifying the scope of work as proposed would obligate funds beyond this fiscal year. Mr. Loosli said his contract has been renegotiated at every meeting and he would like to have more certainty. His current contract specifies no more than 20 hours per week at $50 per hour and he intends to provide the proposed scope of work within that amount.

Chairman Park said hiring Mr. Loosli was not supposed to be such a debate. It was intended to help the

community and speed up the process to implement county codes in order to help the PZC. Instead it has turned into quite a political battle and people seem to be confused. He said the PZC seems to be threatened by Mr.Loosli's proposal.

The emails written by PZC Chairman Dave Hensel and members Shawn Hill and Chris Larson included comments regarding the need for public involvement, questioning the wisdom of a linear re -write as proposed, suggesting that the proposed 12 -month re -write schedule might be perceived as "rushed," and asking how Mr. Loosli's work would mesh with the work being done by Code Studio.

Chairman Park requested additional comments from the three PZC members present. Bruce Arnold said he is confused about how Mr. Loosli's plan would relate to Code Studio and said it would be very helpful for the PZC to discuss the proposal with Mr. Loosli and Planning Administrator Angie Rutherford at their next meeting. Daryl Johnson agreed that the PZC needed to meet with Mr. Loosli to understand his proposal better. Cleve Booker said the PZC does not feel threatened, but needs clarification about Code Studio, Mr. Loosli's proposal, and their respective timelines. He asked whether two different codes would be written.

Anna Trentadue of YARD said Code Studio predicted an 18 -24 month timeline to re -write the county code whereas Mr. Loosli is proposing a 12-month timeline and wonders how the two different timelines would mesh. She asked if the county would end up with two sets of code and if taxpayers would pay for work already funded by the HUD grant. She suggested that Code Studio be present when Mr. Loosli and the PZC meet to discuss his timeline and scope of work.

Marlene Robson said the new Comp Plan was hotly contested by many landowners and that their comments were not included. Ms. Robson said former PZC member Jennifer Dustin felt like a token representative and left one meeting in tears. Ms. Robson said private property rights are very important and she doesn't want the government telling her what to do with her land. Furthermore, new people should not expect or require large landowners to maintain open space for them. She said Mr. Loosli should be listened to and should talk with the PZC.

Commissioner Rinaldi asked what property rights Ms. Robson thought the government was threatening and said we should focus on what we want and not simply on what we are afraid of Chairman Park terminated the discussion.

Mr. Loosli said the conflicting opinions being expressed were very reminiscent of those heard in Fremont County and across the rural West. Old timers expect to continue using their land as they always have and newcomers think the open space surrounding their subdivision will always be there. He promised to help achieve a balance and a compromise.

Commissioner Kunz said Mr. Loosli is a planner who can see both sides of the issue and is a unique person for this job. Commissioner Kunz said both sides will have to compromise but expressed confidence that things can work out if folks give it a chance.

The Board decided to postpone malting any contract amendments until after Mr. Loosli meets with the PZC on June 11. ***(Note by DF: Modified Scope of Work was NOT approved by motion or in public.)***

June 11, 2013 – S. Loosli met with PZC

Public Meeting: Stephen Loosli, contracted planner for Teton County, requested time in front of the Planning & Zoning Commission to introduce himself and update the Commission to his activities on behalf of the County.

Mr. Loosli introduced himself and provided some background on his education and experience, and his engagement by the County Commissioners. He stated the express purpose of his engagement was to direct the amendments to the development code that follow the approved Comp Plan, which he stated he has previously done in Freemont County. He commented he was a native of eastern Idaho and was intrigued by the juxtaposition between the historic farming/ranching lifestyle and the new quality of life

lifestyle that has seemed to have created certain types of conflict in rural counties throughout the west. Mr. Loosli felt that the challenges that develop from that conflict will be something that, over the course of his time with the County and working with the Commission, should be discussed and he wanted to look at the underlying issues that are causing the concerns that all sides have. He stated that it was not an exaggeration to say that there are families in this community that are one poor harvest away from desperation, so the issues of what their land is to them and what they can do with it are very critical.

Mr. Loosli talked about what he termed information asymmetry, which he interpreted as meaning that the Commission has more information than the public when reviewing applications and making decisions, and the public is often frustrated and upset with the decisions made by the Commission. He talked about the public comment on the Comp Plan and the upcoming development code revisions, and the need for credible and relevant comments from the public throughout the process. He encouraged the Commission to fully explain their opinions and where they are coming from during the development code revision process so that advocates and opponents would be more informed on why the Commission reached the conclusions that they did. He requested to the community that judgment be reserved, that they participate by attend meetings and participate in the process.

Mr. Loosli read from the Idaho State Code as it relates to the duties of the Planning & Zoning Commission. He then stated that his role is to produce a development code that is not in conflict with the Comp Plan and fully coordinated with it, and to ensure it does not conflict with any applicable laws. Mr. Loosli commented that, as the agent of the Board of County Commissioners, he will be presenting to the Commission a series of requests for amendments for their evaluation, consideration and recommendation. He talked about the majority of the code being the Subdivision Ordinance, which he felt could be dealt with relatively quickly. The Zoning Ordinance is where Mr. Loosli felt the most changes will occur and felt the public should be involved and allowed to speak.

Mr. Loosli moved on to state that he received direction from Chairman Park to present the first of the amendments they will be working on together, which was a proposed amendment to Title 2 in order to add four additional members to the P&Z Commission. He stated that he did not know who the BOCC would appoint to the four additional seats, only that he was directed to create an amendment for the Commission to review which will go through the public hearing process.

Mr. Hensel commented he was optimistic that the review of the Code could be accomplished successfully. However, he questioned how controversial the first amendment Mr. Loosli presented was, and wondered if it would be a quick amendment or a controversial one. Mr. Loosli commented he did the same thing in Freemont County because there were a number of voices there that felt they were under represented. He said there was some concern there that the Board would become less functional, but that did not come to pass. He did say that as members resigned or moved out of town, the Commissioners made the decision to reduce the number of members to where it was previously. He hoped the addition of new members would be a positive thing. Ms. Spitzer asked Mr. Loosli if his proposed amendment was discussed in a public meeting and voted on, as it did not happen in any public meeting she attended with the Board. Mr. Loosli commented that he received his direction from the Board, and wanted to know why it would or should be discussed in a public hearing. He stated he was hired to work through a series of tasks, and did not believe every principal and theory needs to go through the Board because it would reverse the process of public comment and the P&Z's obligation in reviewing it before the Board gets it. Ms. Spitzer commented that the Board would have to vote on whether or not to increase the members by four, so before Mr. Loosli was paid to create an amendment she felt the decision would need to be made by the Board of County Commissioners. Mr. Loosli commented that was something to be discussed between Ms. Spitzer and the Board because the direction he got he took at face value.

Mr. Hill commented that in his experience when there are specific tasks, they are called out in the scope of work which would be in a contract for services, which would be approved by the Board. He suggested that a contract with a specific scope of work be presented to and approved by the Board. Mr. Loosli stated that he had a contract that has been signed.

Ms. Spitzer talked about open meeting laws and the fact that making a decision as large as increasing the P&Z Commission members by four should be discussed at a public hearing. She agreed with Mr. Hill that she would prefer to see a contract that specifies the work Mr. Loosli would perform since he is being paid $50 per hour by the County, rather than having him present amendments outside of the Board meetings.

Mr. Hensel commented he was concerned that spending time having public hearings on the makeup of the P&Z Commission was going to potentially spark a huge debate that could tear the valley apart, and as a result would require a lot of time to accomplish anything in the future.

Mr. Hill commented he was concerned with a contract with undefined tasks or scope of work parameters. He recommended preparing a scope of work with a list of deliverables that would identify the work products contracted to produce and the amount of time allocated for each product. Mr. Hill stated he had a sample form for a scope of work contract and would be happy to forward that to Mr. Loosli so that he could use it to develop a scope of work contract. Mr. Loosli commented that the original contract signed was viewed by some, including himself, as being too loose and undefined, and that he produced an amendment that the Commissioners felt was too structured. He was hoping to find a middle ground through discussions with the P&Z Commissioners. Mr. Hill offered to provide to Mr. Loosli the same scope of work contract that was given to Code Studios.

Mr. Loosli asked to hear from the different Commissioners on their opinion on the proposed amendment. Mr. Larson commented that as he listened to Mr. Loosli's presentation he got the sense Mr. Loosli wanted to start with the less controversial things and build some communication with the public and the Commission. He agreed with Mr. Hensel that the proposed amendment was controversial and would end up consuming a lot of time and producing long drawn-out public hearings. Mr. Arnold agreed with previous comments, and said he thought that there would be value in having more input when working on the code revisions, but did not think it made sense when working on applications that are scheduled for the monthly meetings. As a compromise, he suggested that the extra individuals appointed be on a committee of sorts that would work on the code development, but not the standard applications reviewed each month. Mr. Arnold commented he would not discredit getting more help and diversity to help with code revisions.

Mr. Johnson commented that Mr. Arnold had good suggestions on increasing members to help rewrite the ordinances, and was curious to see how it would work with 11 members in regards to deliberation and the extra time it would take. He was not sure if that was a good or bad idea, but cautioned against adding members to the Commission without a concrete explanation as to who and why, and felt that it should be transparent. Mr. Booker commented he wanted to see the work on the Comp Plan move forward without delay using however many members it would take to accomplish that successfully. He did not have a problem with 11 members to move forward the Comp Plan items, but agreed with Mr. Arnold and Mr. Johnson that it would not be a good idea to have 11 members dealing with the daily business of reviewing applications. He was concerned that it would considerably delay the day to day application process. He was in favor of moving forward as quickly as possible with implementation of the necessary changes in the code based on the adopted Comp Plan.

Mr. Hill asked about the increasing of the Freemont Board to 11 and asked if that was done for the code update process. He was curious about reducing it back to seven members, and what that was based on. Mr. Loosli commented that there was a constraint in state law that says that you have to appoint a member to P&Z for no less than three years, and that natural attrition and circumstances would

eventually reduce the number. He also stated that the code allows the ability to separate the roles of the Commission into a Planning Commission entity and a Zoning Commission entity, but it was decided in Freemont County that would be too complicated. Mr. Loosli commented that his feedback to the BOCC would be that the proposed amendment needed more thought before moving forward. Mr. Hill commented his only opinion at this point would be that is it going to be a detriment to the moderating effect of the Commission's style of governance.

Mr. Booker asked how long it would take to come up with more members so the Commission could move forward with the Comp Plan amendments. Mr. Loosli thought it would take around 90 days.

Ms. Spitzer commented that Title 2 is only pertinent to vote on by the BOCC, that the P&Z Commission is only involved with Title 8 and Title 9. She asked Mr. Loosli if the only proposed change to Title 2 was the number of Commissioners. Mr. Loosli commented that was the only proposed change.

Mr. Arnold commented he wanted to see the existing Board stay in place and then possibly bring in two or four other members to work with those who were in place, rather than eliminating four of the existing members and replacing them with four new ones. Mr. Arnold also asked about the grant money approved for Code Studio to write the amendments and how Mr. Loosli would work with them. Mr. Loosli explained the history of the grant process that ended up with the contracting of the services of Code Studio. He stated that Code Studio doesn't write policy, they take existing policy and write code to support that policy. Mr. Loosli commented that Code Studio did not feel they had enough clear direction to proceed with the County, so they informed the BOCC that they would begin with the cities of Driggs and Victor, and mostly interact with the County on the area of impact reviews. Mr. Loosli stated he was told by Mr. Einsweiler that they needed Mr. Loosli and the Commission to provide Code Studio with guidance for their services. He also commented that Code Studio specialized in form-based code, and that the only county Mr. Einsweiler could come up with that had adopted a form- based code was in Kentucky. Mr. Loosli commented that the form-based code was where the cities of Driggs and Victor were going and since that is Code Studio's specialty, they would be spending more time working with them. He commented they would meet with the county from time to time, but their interactions in the near term would be in the areas of impact negotiations between the cities and the county. Mr. Loosli commented that he and Mr. Einsweiler were comfortable that they were not duplicating their efforts or wasting funds.

Mr. Arnold asked what would be the role of Code Studio in rewriting the code. Mr. Loosli commented that as he presents code for the Commission to review and as they present code concepts to Mr. Loosli to draft, he will be using Code Studio's formatting so that it fits with the county's code and with the work the cities are doing. He stated that Mr. Einsweiler felt that he wasn't necessarily needed for much more than that at the county level, that he wasn't going to be meeting with the county enough to be involved in the code rewriting process. Mr. Loosli then commented that he should perhaps arrange for Mr. Einsweiler to come and talk directly with the Commission on the process.

Mr. Hill suggested a Commissioner be appointed as a liaison between the Commission and Code Studio at no charge, to provide updates and request guidance. He volunteered to be that liaison as he has had experience in the past working with Code Studio. Mr. Hill also asked Mr. Loosli about the use of Code Studio to work on code and not policy. He did not understand Mr. Loosli's comment that he would be addressing policy and then code. Mr. Loosli commented that policy was addressed to some level in the Comp Plan. Mr. Hill asked if there was a gap in what Mr. Loosli was going to do and what the Comp Plan says, and not a gap in the code that Code Studio was going to produce. Mr. Loosli commented that it was a factor of what the Commission thinks they would be getting from Code Studio and how much money was left after they work with Driggs and Victor. He commented he imagined that their work with the county would be fairly minimal because they were nowhere near the same intensity of issues. Mr. Hill commented he felt the process involved writing the Comp Plan and then rewriting the regulations,

and he did not understand the interim step between the two that Mr. Loosli felt was necessary. Mr. Loosli commented on statements in the Comp Plan that referred to desirable land use patterns, or that they might use Transfer of Development Rights, or might use clustering. He felt it was time to take the "mights" out and specifically address the questions in the Comp Plan. Mr. Loosli felt that the feedback the community needed was how they envisioned achieving the goals and what tools were needed to accomplish that. He stated that in his conversations with Mr. Einsweiler, he did not feel he could be available often enough to get through those questions, so that was the bridge Mr. Loosli would fill.

Mr. Larson commented he was concerned with Mr. Loosli writing code and Code Studio also writing code, and how those would come together. He commented that during the Comp Plan process they discussed the fact that once the Comp Plan was approved, they would have to firm up all the open statements to work into the code rewriting. Mr. Hill suggested that to avoid duplication of effort, that Mr. Loosli work on a geographic area or maybe a particular realm of regulation, and Code Studio work on another geographic area or another part of the code. He thought Mr. Loosli's skills would be best matched with the issues in the west and north part of the county and what is going on there, and Code Studio's skill set was more in line with the areas of impact around the cities and the Drictor area. He wanted to see a specific scope of work identified for both parties involved. Mr. Loosli commented he liked the idea of having a liaison from the Commission work with Code Studio in order to update them with what they were working on.

Mr. Hensel asked Mr. Loosli what he would be working on beyond the Title 2 amendment he proposed. Mr. Loosli commented he would be looking at the structure of the Comp Plan and the future achievements contained in the Plan. He asked the Commission how they felt about the road standards in the rural part of the county versus the opinion of the Public Works director. He felt it was that type of stuff that he would start with. Mr. Hill felt the goals in the Comp Plan should be prioritized before working on zoning or roads. Mr. Loosli stated the first and most important topic was zoning because the zoning maps in the development code were unsupported by the preferred land use map. Mr. Hill suggested reviewing the goals in the Plan and deciding priorities before talking about roads. He suggested using Code Studio to do an audit that compares the Comp Plan to existing code and the Yellowstone framework in order to establish goals. He felt the Commission would be in a better position to review the code knowing it flows from the prioritization of Comp Plan goals.

The Commission agreed to an additional meeting on July 2nd to continue the discussion on how to move forward with the rewriting the codes to comply with the Com Plan.

June 19, 2013

PLANNING, BUILDING, GIS. Administrator Angie Rutherford is requesting a new full-time position split 50/50 between code enforcement and planning duties. Ms. Rutherford and contract planner Stephen Loosli both perceive that the Board does not want him to work on day-to-day planning department activities; hence her request for additional planning assistance. She said code enforcement is necessary and should be preventive and educational. Commissioners Park and Kunz asked how the county functioned during the building boom with just one inspector and wondered if Building Official Tom Davis could perform code enforcement since so few building permits are currently being issued. Mr. Davis said he now spends a significant amount of time on items related to the law enforcement center. If all his other responsibilities were eliminated, he believes he could perform inspection duties on up to 200 buildings per year. Ms. Rutherford has asked the county's HR consultant to evaluate the duties currently being performed by the GIS Analyst because she suspects his pay grade should be updated.

June 24, 2013
Morning Mic - Chairman Park said his conversation with contract planner Stephen Loosli regarding the possibility of an 11-member PZC was not conveyed accurately. He said Mr. Loosli presented the idea to him during a phone call. Chairman Park thought the idea had merit and asked Mr. Loosli to present the idea to the PZC to learn their thoughts.

June 24, 2013 – Evening Town Hall Meeting (Audio Only)
Mr. Loosli's name and his contract were referenced by Chairman Park in opening statements as well as public persons throughout the evening.

July 8, 2013
Morning Mic - Anna Trentadue said she had read the information for today's meeting, along with the HUD grant documents and Memorandum of Understanding and has found some confusing areas. She said the grant documents clearly state that Teton County is a full grant partner and that the HUD grant would include development of a model code for Teton County. However, the memo written by Contract Planner Stephen Loosli states that Teton County is not a grant partner and that code writing is optional. She asked the Board whether or not Teton County was the pilot project for the HUD grant. Commissioners Park and Rinaldi said Teton County was indeed a partner committed to the HUD grant. Commissioner Kunz said he needs to think about how to answer that question.

CONTRACT PLANNER. Stephen Loosli reviewed his July 3 memo (Attachment #1). He said Teton County is receiving code - writing services as a benefit of the HUD grant but the principals of sustainability are so broad that they can be interpreted in many different ways. Mr. Loosli said he and Lee Einsweiler of Code Studios have been communicating regularly and intend to align their formats and style so that their individual work products can be integrated into a final document for Teton County. Mr. Einsweiler is also willing to provide peer review of Mr. Loosli's work.

Mr. Loosli and the Planning & Zoning Commission has developed a mutually - acceptable framework of tasks and scheduling that divides the code - writing work between Code Studios and Mr. Loosli. He will meet with the PZC July 9 to finalize the scope of work and will then begin working aggressively to accomplish the tasks.

Mr. Loosli recommended that the Board expand the PZC to 11 members to insure that all voices in the community have a chance to be at the table. In Fremont County, the PZC was expanded from 9 to 11 members during their code - writing process and that worked very well. Chairman Park asked if the revised PZC membership ordinance should provide specific criteria for the selection of PZC members; Prosecutor Spitzer and Mr. Loosli advised against codifying such criteria. State code says a maximum of 1/3 of the PZC can reside within a city or a city Area of Impact.

July 2, 2013 – S. Loosli met with PZC
Public Meeting: Stephen Loosli, contract planner met with the Planning & Zoning Commission to discuss roles and a scope of work for his services.

Mr. Hensel introduced the meeting and the purpose of the meeting to work off of Mr. Hill's draft scope of work to finalize a scope of work for Mr. Loosli.

The commission discussed how Mr. Loosli's work would fit together with Code Studio. Mr. Loosli was confident that he can work with Code Studio to not duplicate efforts and to create an end product that works together.

Mr. Hill used a box car analogy to describe code. Box cars on a track need to be filled with code elements. Code Studio would fill some box cars, Mr. Loosli would fill other cars and it would be up to the PZC to make sure they are all on the same track. The question is who designs the train? Mr. Loosli stated that Code Studio will design the train (overall framework of how the code will be organized-phase three, task 3.1 of the Code Studio SOW).

Code Studio will do an audit of the existing regulations. Mr. Loosli explained the technical support aspect of the grant and the Yellowstone Business Partnership's Sustainable Framework. Code Studio will audit Teton County, Driggs and Victor's codes against the Framework as Task 2.3 of the Code Studio SOW.

Mr. Colyer asked why, if Code Studio had already been contracted to do this work, is there a duplicate effort. Mr. Loosli stated that Teton County did not put in any match money to the grant nor did they give a written agreement to sign on to the code writing because they were waiting to finish their Comp Plan. Mr. Loosli explained that there is concern in community whether the land use component of the Comp Plan will be fair to them. Mr. Colyer questioned why the SOW for Code Studio says that Code Studio will develop the Teton County code. Mr. Loosli suggested that Mr. Colyer send his concerns to the County Commissioners. Mr. Larson stated that the circumstances are such that the BOCC has hired Mr. Loosli and the purpose of the meeting is to figure out how it will all work. Mr. Colyer voiced concern about the inefficiency of a two-party code writing system. He would like to see a partnership between Mr. Loosli and Code Studio rather than pieces of the code being written in different buildings.

Mr. Hensel reiterated that a decision has already been made by the BOCC and it is the PZC's job to reconcile the two pieces that will come to them. Mr. Loosli stated that some of his work is political and will lead to the technical work. Mr. Loosli stated that Lee Einsweiler from Code Studio is "delighted" to have some of the burden of writing County code taken from him. Mr. Hensel moved the meeting along stating that the BOCC has made a decision and asked the PZC and Mr. Loosli to develop a scope of work and that is what the PZC should work on. Mr. Colyer disagreed that the scope of work should be divided among Code Studio and Mr. Loosli based on geographic location. Mr. Loosli stated that Code Studio wanted the BOCC to get policy in order before he could write code for it. Mr. Colyer pointed out that Commissioners still need to agree on policy regardless of who writes the code.

Mr. Hill explained why Jackson and Teton County, WY split up their code writing by districts. He explained that they couldn't codify the entire county all at once, but were tackling the code piece by piece as time and resources are available.

Mr. Loosli stated that it is hard to write code to address the County issues and the City issues at the same time.

Mr. Booker asked Mr. Loosli how he feels about the proposed SOW. Mr. Loosli was surprised by the dates and how aggressive the schedule is. The schedule was designed to align with Code Studio's timeline. Mr. Hensel suggested that Part Five be a "Reconciliation" section and Part Six should be "Adoption" (insert a new section before adoption). There were questions about whether Code Studio would have their portion of the code completed at the same time as Mr. Loosli. Mr. Booker wants to get the code writing done. Mr. Hill stated that ideally, the two schedules would synch up. Mr. Loosli stated that there is a threat that the grant money could be pulled by the federal government as part of the sequestration if the money is not being spent; a few consortiums in the Midwest have lost their funding. There was discussion about how to handle the situation if one development code was adopted and not the other. The commission stated that they would tackle that at the time.

Mr. Larson recommended adding a Part Five to the SOW that would include a review- not necessarily a full reconciliation, but a review of the parts to make sure they are compatible. Mr. Loosli stated that he and Mr. Einsweiler do not have opinions about densities. They will make recommendations and the PZC will ultimately decide. Mr. Arnold added that public input would also be needed to determine densities. Mr. Arnold stated he is confident that Mr. Loosli and Mr. Einsweiler will work together to make sure the parts of the code are not disparate.

Mr. Hensel wanted to designate a step to reconcile the two pieces of the code that each contractor is working on. Mr. Loosli pointed out that there might be several points when it is necessary to review the two parts of the code and reconcile them.

Add a Review and Reconciliation part of the SOW for the contractors and the PZC will have a chance to double check and give consent. Much of the reconciliation should occur during the first phases and not just at the end.

Ms. Rutherford has requested money in the FY2014 budget for legal review of the code.

Mr. Colyer suggested instead of having to reconcile the code parts, they should be on the same track from the get-go. Mr. Hill stated that he thought the BOCC made it clear that Mr. Loosli write the code. Mr. Colyer reminded the PZC that the BOCC asked Mr. Loosli to come to the PZC to discuss the SOW. Mr. Hill stated that the BOCC wanted Mr. Loosli to have a leadership role and not a supportive role in the code writing for Teton County. Mr. Loosli is willing to suggest that to the BOCC.

Mr. Arnold stated that to get the work done, the BOCC has hired Mr. Loosli. He stated that Code Studio is behind schedule and progress need to be made. Mr. Loosli will send an email to Mr. Einsweiler to suggest that Mr. Loosli's role is a supportive one to Code Studio. Rural planning is different from urban planning and Mr. Loosli has expertise to write rural code.

The BOCC needs to address the policy gap between the Comp Plan and code. The BOCC needs to address the scope of work for Code Studio, not the PZC. The BOCC has hired "their guy" to write the code for the rural county. Mr. Colyer asked Mr. Loosli to ask Code Studio to if there is a way for him to work subordinate to Code Studio. Mr. Loosli pointed out that the contract with Code Studio is with Fremont County.

Specific to the Scope of Work:

Mr. Loosli is generally happy with the proposed scope of work and does not have any specific problems with the document. He would like to address the issue of timeline slippage (how would the time be made up?).

Mr. Hill asked Mr. Loosli to add a clause that requires the scope of work to be amended and the timeframe adjusted if the deliverables are not met. Mr. Hensel would like Mr. Loosli to present the SOW as a draft to the BOCC for their Monday meeting. The PZC would like to review the final SOW with the changes suggested (timeline, slippage, reconciliation) and make a formal recommendation to the Board.

Mr. Loosli wonders if some of the things included in Mr. Loosli's original scope of work that is signed are not included in the proposed SOW will be a problem for the BOCC.

Mr. Hill suggested that the Mixed Ag/Rural Neighborhood be addressed by Code Studio. Geographically, it might be more coherent to have Code Studio address that section. The PZC agreed that it should be addressed by Code Studio.

Mr. Hill would like to add a sentence to the opening paragraph. Insert a second sentence. "The intent of the TCDC shall be to implement the Comprehensive Plan. These rural areas are defined as..." and strike "Mixed Ag/Rural Neighborhood" from the description.

The PZC asked Mr. Loosli to address:

1) The timeline- especially the final meetings considering public notice
2) What will happen if there is slippage in the schedule
3) Add a reconciliation section
4) Make sure that it is clear that the intent of the TCDC will be to implement the comp plan.

5) If the Mixed Ag/Rural Agriculture area should be addressed by Code Studio not Mr. Loosli
6) Add a contingency clause

The PZC would like to get the final draft to the PZC after the July 9 meeting.

Mr. Arnold made a motion to continue the meeting until July 9th after the regular Public Hearing.

July 9, 2013 – S. Loosli met with PZC *Continuation of July 2, 2013*
Mr. Hensel commented that on July 2nd a meeting was held with Mr. Loosli to come up with a scope of work contract. After the meeting, Mr. Hill came up with a draft and the Commission reviewed the proposal and wanted to propose a few changes.

The Commission then went through the Scope of Work document and proposed some timeline changes and some wording revisions. Mr. Hill commented he will provide the changes within two days for review by the Commission.

Mr. Hensel thanked Ms. Rutherford for her efforts and hard work during her time with the county. The rest of the Commission also offered their thanks for her time and efforts during her time as Planning Administrator.

July 22, 2013
Contract Planner – Amendment #1 to Exhibit A, Contract Planner Agreement of April 23, 2013

SCOPE OF WORK FOR RURAL REWRITE. The Board discussed the proposed scope of work between Contract Planner Stephen Loosli and Teton County as determined by Mr. Loosli and the Planning & Zoning Commission and forwarded by the PZC Chairman (Attachment #6). The scope of work itemizes the necessary steps to complete the Teton County Development Code as it relates to specified areas of the county. The project timeline shows final adoption by the Board on March 2, 2015.

Commissioner Kunz said the work could be done more quickly and intends to discuss the timeline with Mr. Loosli. He said three months have been wasted preparing the scope of work even though it was clear from the beginning that Mr. Loosli was hired to write development code and zoning ordinances. Commissioner Rinaldi said the document was exactly what a contract scope of work should look like, with specific deliverables and timelines. Ms. Rutherford said some of the time frame was determined by the need to coordinate with the work being done by Code Studios in order to be sure the two development codes were compatible. Additionally, public notice requirements require documents to remain unchanged for a period of time prior to a public hearing.

Commissioner Kunz said he would not approve the current schedule and would bring a revised timeline to the August 12 meeting. He said Mr. Loosli was already working on the scope of work. Chairman Park suggested the Board approve the scope of work with exception of the time frame. Commissioner Rinaldi suggested the Board approve the scope of work as presented and then approve an amended timeline at a later date if desired.

• **MOTION**. Commissioner Rinaldi made a motion to approve the scope of work with Stephen Loosli as presented. Motion seconded by Chairman Park and carried, with Commissioner Kunz opposed.

August 12, 2013
CONTRACT PLANNER.

Mr. Loosli said the heli-pad discussion had been interesting and highlighted the challenge of finding the point at which all stakeholders have the best possible outcome without diminishing the interests of other stakeholders. When considering allowing a commercial use next to a residential use, he said the issue comes down to whose property rights take precedence.

Mr. Loosli said he has heard from many people wanting a simpler process to split a lot for family purposes. He is willing to work on the short plat document started by the former Planning Administrator. However, he recommends that short plats not be limited to family purposes since that will create many legal issues. He asked the Board whether he should fast -track the short plat document or include it in his overall re -write of the county code. The Board instructed Mr. Loosli to prioritize the short plat process. Mr. Loosli said county residents seem to share a big - picture desire to have high density development within the cities and lower density development in the rural areas. He said some areas of the county — such as floodplains, slopes, unbuildable areas — should have zero density. He suggested the short plat process could follow a multiple densities approach. This would allow any given property to have 3 -5 possible density yields, but only in exchange for ever-increasing strictness of requirements. He has discussed this approach with several property owners, who seemed favorable. Commissioner Rinaldi said she was okay with the basic concept, but that the details would be of great importance and that the work basically falls under Task 4 in his Scope of Work.

Commissioner Rinaldi asked several questions about particular items on Mr. Loosli's report (Attachment #12). In Fremont County, Mr. Loosli said he became accustomed to working with a single Board member. He assumed the situation was the same in Teton County with Commissioner Kunz assigned as his liaison. Commissioner Rinaldi explained that during her years on the Board, Teton County had never assigned a single commissioner to a specific department. Mr. Loosli said he welcomes phone calls from any Board member. Commissioner Kunz said hiring Mr. Loosli was the most important thing the county has done in a long time.

Risk Manager Dawn Felchle asked Mr. Loosli to copy Ms. Danielson with any emails or written correspondence regarding specific land use applications. Ms. Danielson will then print a copy of the correspondence for the file.

August 15, 2013
Amendment #2, Exhibit A – Scope of Work; Contract Planner Agreement of April 23, 2013
SCOPE OF WORK FOR CONTRACT PLANNER

Commissioner Kunz distributed a Proposed Amended Scope of Work for Contract Planner Stephen Loosli. He said five months have been wasted and doesn't want to talk about it anymore. The proposed Scope of Work is:

1. Contractor shall work on all matters regarding planning & zoning for Teton County Idaho as directed by the Board of County Commissioners (Board):
2. Contractor shall work on an hourly basis;
3. Contractor may be requested to look at projects outside of planning & zoning at the Board's discretion;
4. Contractor is expected to report to the Board monthly either in person or in writing; and
5. Contractor shall not be held to a time limit due to the Planning & Zoning Commission, legal review(s) or other outside factors beyond his control.

• **MOTION.** Commissioner Kunz made a motion to replace the July 22 Scope of Work with the Aug. 15 Amended Scope of Work. Motion seconded by Chairman Park. Discussion followed.

Commissioner Rinaldi said the proposed Scope of Work provides very poor fiscal accountability. She reminded the Board that they had instructed Mr. Loosli to discuss his scope of work with the Planning & Zoning Commission after P &Z members expressed concern over duplication of efforts. The PZC then worked with Mr. Loosli to develop the Scope of Work which was approved by the Board on July 22.

VOTE. Chairman Park called for a vote. The Motion carried with Commissioner Rinaldi opposed. Commissioner Kunz said he recently had a moment of clarity regarding the fact that no matter what he says or does, he will be opposed by the newspapers, the public and VARD. However, he said quite a few people think like he does. He was elected and intends to move forward.

Commissioner Kunz said he wants to expand the PZC to bring more diversity to the table and believes that having more ideas being discussed will be good for the entire community. He said it was not fair that the PZC currently includes 7 members who all think differently than he does.

The Board clarified that the Aug. 15 Amended Scope of Work should replace Exhibit A of the Contract Planner contract signed April 23, 2013 and the Scope of Work approved July 22, 2013. Prosecutor Spitzer will prepare the appropriate contract amendment for signature by Chairman Park (Attachment #4).

Since the new Scope of Work references working on matters "as directed by the Board," Clerk Hansen asked whether they would provide such direction during their next meeting. Commissioner Kunz said Mr. Loosli knows that the Board wants him to work with Code Studio and that the public will like what he does.

August 26, 2013
MORNING MIC - David Axelrod said he would like to know the names of the large landowners that Contract Planner Stephen Loosli has been asked to work with and meet with. Commissioner Kunz said Mr. Loosli has been directed to meet with landowners and to also talk with any community member who reaches out to Mr. Loosli. Commissioner Rinaldi said Mr. Loosli had told the Board that he had heard from many large landowners who wanted a short plat process, but did not provide the names of those large landowners. She said the Board did not identify specific stakeholders or give directions to Mr. Loosli regarding meeting with specific individuals.

September 9, 2013
MORNING MIC - ANNA TRENTADUE expressed confusion about the Stephen Loosli contract and reviewed its history. She said the new scope of work approved Aug. 15 contains no dates or deliverables and asked how that contract protects public funds from mis -use. She asked who Mr. Loosli is talking to regarding the need for a short plat process.

Chairman Park said he was unable to answer those questions without the assistance of Commissioner Kunz but expressed confidence that Mr. Loosli will benefit the community at a lower cost than other options.

CONTRACT PLANNER Stephen Loosli was not present, but had submitted an August narrative, report and invoice (Attachment #4). Since Mr. Loosli's report included information about the county code's compliance with state law, Prosecutor Spitzer provided a copy of a letter from the Idaho Dept. of Fish & Game referencing the same topic (Attachment #5). In the future, said Prosecutor Spitzer, she should be copied on any correspondence with Mr. Loosli. Since the Board is not clear about what Mr. Loosli is working on. Chairman Park said Mr. Loosli should attend the Oct. 15 Board meeting to discuss his scope of work.

PLANNING & BUILDING

Land Use Services Assistant Wendy Danielson reviewed her bi-monthly report (Attachment #3a). She is seeking advice in regards to the construction of yurts in the County. International Building Code classifies yurts as membrane structures that are usually temporary. However, people are constructing them with intent of living in them. She and Tom Davis were hoping to bring this to attention so they can get some guidance on these as county Code does not require a building permit for a yurt. There are concerns with snow and wind loads, as well as health and safety issues. Commissioner Kunz said he has discussed this with Mr. Loosli to add it to the code and he feels that it needs to be addressed right now. Ms. Danielson said another concern is that impact fees were not being paid for these. Commissioner Kunz said that Mr. Loosli will have to draft something.

ATTACHMENTS:

1. Original Signed Contract of April 23, 2013
2. Modified Scope of Work from S.Loosli sent via E-Mail May 21, 2013 – NOT Approved
3. Amendment #1 Scope of Work as Written by PAC & S. Loosli – Approved July 22, 2013
4. Amendment #2 Scope of Work as Written By Commissioner Kunz – Approved August 15, 2013

AUDIO is available for all discussions @ http://www.tetoncountyidaho.gov/audio_all.php

FROM:	Planning & Building Staff, Wendy Danielson
TO:	Board of County Commissioners
RE:	Planning & Building Department Update
DATE:	October 9, 2013
MEETING:	October 15, 2013

Building Department

98 Building Permits issued FY2013; 23 of which are for new single family residences.

Building department revenue for FY2013 was up substantially over 2012. Permit fees collected for the year were $73,356.26 and Impact Fees totaled $46,137.08. (Compared to $45,058.55 & $26,077.48 in FY2012.)

Planning Department

Under Review

- 6 One-time-only applications
- 6 Boundary adjustment applications
- Conditional Use Permits –
  - We continue working with the City of Driggs to review an application for *Grand Teton Vodka*. They are requesting approval to expand their current operation on the same property. Staff received the file and transfer letter from the City Planning Department on September 20th. We intend to have this application on the Board's November agenda unless directed otherwise.
  - The application from NOLS for a CUP to expand is still on hold. This should be moving forward as soon as we have a PA.

Approvals

- 2 One-time-only splits have been approved. We are waiting for final documents and mylars from the applicants and their engineers.

Floodplain Manager

- Harmony Design and Engineering has approved an application to develop in a flood plain. We are waiting to receive the review fee from the applicant before issuing the permit.

Code Compliance

The Planning & Building Departments are in regular communication with Lindsay Moss and Kathy Spitzer with regards to ongoing investigations.

Day-to-Day Operations

Staff remains busy with both phone calls and questions at the counter. Contractors are still asking questions and submitting plans for new projects with the hopes of getting started before the construction season comes to an end. Applications and requests for information regarding lot splits and boundary adjustments have not slowed down either. Staff communicates daily with our contracted survey reviewer, applicant's engineers, and owners regarding the status of various applications. The building official continues to be busy with details of the new LEC – interior decisions are still being made and he is at the site frequently for inspections.

NEED BOCC ACTION:

BUILDING DEPARTMENT HISTORIC INCOME and UNITS

BUILDING DEPARTMENT

FISCAL YEAR CALCULATION

	2006	2007	2008	2009	2010	Fiscal 2011	2012	2013
Residential	232	307	148	74	34	9	12	23
Commercial	9	6	10	3	1	1	6	1
Other Structures	62	35	29	23	38	16	30	47
Misc. Permits						11	18	27
Total Permits	311	348	187	100	73	37	66	98
Re-activations							8	6
Permit fees	$526,130.00	$610,731.00	$245,000.00	$63,143.35	$49,384.80	$26,334.42	$45,058.55	$73,356.26
Residential Impact fees	N/A	N/A	N/A	26 @ $52,154.96	19 @ $38,113.24	12 @ $24,071.52	13 @ $26,077.48	23@ $46,137.08
Commercial Impact fees	N/A	N/A	N/A	2 @ $5,339.74	1@ $84.30	2@ $1,035.47	3@ $885.32	0

PLANNING AND ZONING DEPARTMENT HISTORIC INCOME and UNITS

PLANNING AND ZONING FEES

	2006	2007	2008	2009	2010	Fiscal 2011	2012	2013
Planning and Zoning Applications	OTO 29 *SUB 48 CUP 8 ZONE CH 0	OTO 26 *SUB 77 CUP 3 ZONE CH 5	OTO 12 SUB 73 CUP 18 ZONE CH 3 MISC 8	OTO 15 SUB 23 CUP 16 ZONE CHG 0 MISC 31	OTO/ BA 13 SUB 8 CUP 1 ZONE CHG 0 MISC 22	OTO/BA 9 SUB 1 CUP 4 ZONECHG 0 MISC 11	OTO/BA 19 SUB 3 CUP 1 ZONECHG 1 MISC 18	OTO/BA 15 SUB 0 CUP+ 2 ZONE CHG 0 MISC** 23
Total Applications	85	111	114	85	44	25	42	40
Income	$212,041.00	$317,135.00	$181,137.00	$85,357.00	$21,957.50	$9,602.4	$ 20,358.60	$8,047.00

*2006 and 2007 data were unavailable to determine the *exact* number of subdivision related applications processed through the office however we feel these numbers are fairly accurate as they are based on several data bases in the planning and clerks offices.

** plat amendment x2 floodplain permit x6, permitted with conditions x2, DA amendment, DA Extension, TUP x 6, sign x 3, BA re-submittal, Scenic Corridor

+ CUP amdt Grand Teton Vodka in July

Residential Impact fees collected to date: 93@ $ 2,005.96 Total $ 186,554.28

Commercial Impact fees collected to date: 8 Total $ 7,344.86

Building Department Fiscal Year 2013													
	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	YTD
Single Family Dwellings	1	0	0	0	1	1	3	7	4	0	1	5	23
Commercial	0	0	0	0	0	0	1	0	0	0	0	0	1
Other Structures	3	2	0	0	0	2	1	6	7	9	11	6	47
Misc. permits	5	3	1	3	1	1	2	4	1	1	3	2	27
Total Permits	9	5	1	3	2	4	7	17	12	10	15	13	98
Re-activation / extension	0	1	0	0	1	0	0	0	1	2	1	0	6
Total Impact Fees	$2,005.96	$0.00	$0.00	$0.00	$2,005.96	$2,005.96	$6,017.88	$14,041.72	$8,023.84	$0.00	$2,005.96	$10,029.80	$46,137.08
Total Permit Fees	$5,284.06	$2,070.47	$50.00	$250.00	$2,036.00	$1,875.74	$5,983.57	$15,750.91	$10,143.24	$2,593.24	$7,191.91	$20,127.12	$73,356.26

Single Family Dwellings includes setting permits for manufactured homes

Other Structures = replacement of SFD w/out impact fee, garages, sheds, barns, carports, Ag

Misc. = mechanical, setting, additions, remodels, foundation

10/9/2013

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

Teton County Engineer
MEMO

150 Courthouse Drive
Driggs, ID 83422

October 10, 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 October 15, 2013 meeting.

SOLID WASTE

1. Please see update from the SW Supervisor.

ROAD & BRIDGE

1. The Local Highway Technical Assistance Council (LTHAC) released their 2015 grant applications. The grant categories are: Road Construction, Federal Aid Match, Transportation Plan, Sign Upgrades and bridges. Teton County received the construction grant last year and therefore is not eligible for the 2015 construction grant

   I plan on submitting for the Local Rural Highway Investment Program (LRHIP) signage grant for safety and road signs.

   I also plan to submit a bridge grant for repairs to the Cache Bridge (4000N over Teton River) as this a major collector road and is structurally deficient bridge. (Note: only structures 20' or greater are eligible for this grant).

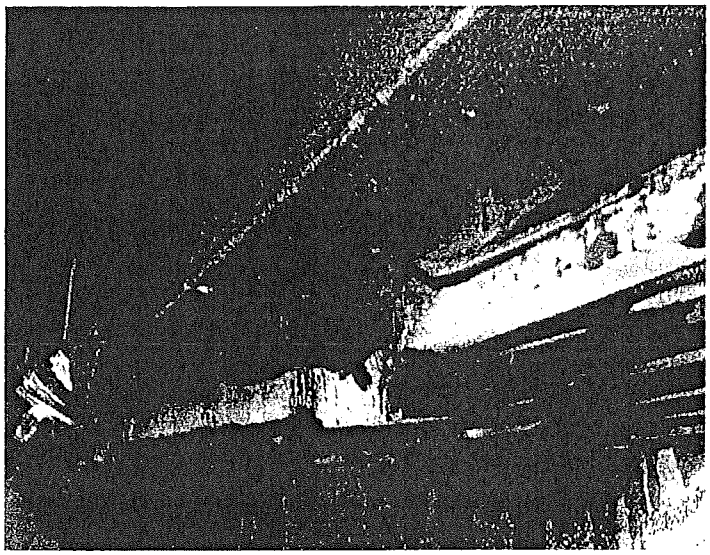
2. R&B is working on the Rammell Mountain Road Reconstruction. The project has been delayed by the poor weather. Significant progress occurred this past week with the good fall weather. We will have approximately 1 mile complete this fall with another 0.4 mile to finish up in the spring.

3. W4000S/S4000W/W3750S: This 1.25 mile section of gravel overlay was completed this past week with the help of local contractors.

4. S750E Gravel Overlay: This 0.75 mile gravel overlay project was completed last week as a continuation of the W4000S project.

5. S2000W/Smith Canyon: The brush removal portion of this project will be completed this fall. The remainder of the project (cattle guards, parking lot) is currently delayed due to the federal shutdown of the US Forest Service as they will be constructing the parking lot and funding one of the cattle guards.

6. N3000W/Badger Creek Bridge: I closed this bridge on Friday 9/27/2013 due to serious structural damage to the wooden stringers. This bridge will remain closed until it is replaced. The replacement bridge is a pre-cast concrete structure currently under construction and will be ready for installation around November 4. The latest date for completer per the bids is January 1, 2014 Please see the action items below for awarding the installation contract.



PUBLIC WORKS:

1. I will be taking vacation days Friday-Wed (11/22-11/27) during Thanksgiving Week.

ACTION ITEMS:

1. Idaho Association of County Engineers & Road Supervisors (IACERS) Conference: The annual conference is scheduled for 11/12-11/15 in Boise. Typically Clay, Bruce & I have attended this conference as it covers topics from equipment maintenance through design & construction.
    a. These dates conflict with our Road Priority Work Session on the 14th, can we reschedule the work meeting?
    b. Per county policy, I need authorization from the BoCC overnight travel with training.

2. N3000W Bridge: Bids for the installation of N3000W Bridge over Badger Creek were received and opened on 10/3/2013. The low bidder was Aqua Terra Restoration from Driggs Idaho for $100,549. The pre-cast bridge material was bid separately and is funded through the Department of Homeland Security/FEMA grant. The installation will be paid from the Special Rd Levy Account 33-0-812: Capital Bridges.

   I recommend the BoCC: *Award the N3000W Bridge to Aqua Terra Restoration and approve the contract, Not to Exceed $100,549 pending review by the County's attorney.*

TETON COUNTY, IDAHO
ENGINEERING
150 Courthouse Drive
Driggs, ID 83422

Project:	N3000W Bridge
Subject:	Bid Comparison
Designer:	Jay T. Mazalewski
Date:	10/3/2013

Bidder	Item 1 Mobilization	Item 2 Section 1-N3000W Bridge	Total	
TMC Contractors	$ 10,700.00	$ 138,277.65	$ 148,977.65	
Action Excavation	$6,700	$ 101,910.78	$ 108,610.78	
Aqua Terra Restoration	$ 7,500.00	$ 93,049.00	$ 100,549.00	*Low Bid

3. Badger Creek Stream: Bids for stabilizing and cleaning the Badger Creek stream channel were received and opened on 10/3/2013. The low bidder was Aqua Terra Restoration from Driggs Idaho for $63,285. This project will ensure the creek stays within its channel thereby flowing under the new bridge and to an existing irrigation diversion (Rick Canal). The project will be paid from the Special Rd Levy Account 33-0-812: Capital Bridges.

I recommend the BoCC: *Award the Bader Creek Stream Project to Aqua Terra Restoration and approve the contract, Not to Exceed $63,285 pending review by the County's attorney.*

TETON COUNTY, IDAHO ENGINEERING 150 Courthouse Drive Driggs, ID 83422		Project: Subject: Designer: Date:	Badger Creek Restoration Bid Comparison Jay T. Mazalewski 10/3/2013

Bidder	Item 1	Total	
TMC Contractors	$ 96,998.39	$ 96,998.39	
Action Excavation	$ 198,163.21	$ 198,163.21	
Aqua Terra Restoration	$ 63,285.00	$ 63,285.00	*Low Bid

WK: 208-354-3449
CELL: 208-534-8710

Teton County
Solid Waste & Recycling

1088 Cemetery Rd
Driggs, ID 83422

October 10, 2013

TO: Board of County Commissioners
FROM: Saul Varela-Solid Waste Supervisor
SUBJECT: Solid Waste & Recycling Update

The following items are for your review and discussion at the October 15, 2013 meeting.

SOLID WASTE

1. Landfill Fencing - Randi Little has installed fencing on the remaining part of the Southeast side of the landfill on East 250 North and also the entire East side of the landfill on Creek Bottom Trail. A gate will be installed on the Northeast corner of the landfill; Randi is waiting for the gate to be delivered. Randi installed 1,600 lineal feet of fencing this year.

2. Scrap Metal Recycling – Mill Creek Metals will be done this week processing and cleaning up the scrap metal pile and wire pile. We will have total tonnage and revenue for next BoCC update.

3. Bales of Plastic #1 & #2 – On 10/04/2013 Rocky Mountain Recycling has picked up the first load of plastic bales #1 & #2 since we started collecting plastic. RMR picked up a total of 18.83 tons of plastics for estimated revenue of $3200.00.

4. Byron Last Day of the Season - Byron Egbert will be working until October the 31st. We expect him to return next Spring.

MEMO

DATE: Oct 10, 2013

TO: Board of County Commissioners
FROM: Tom Davis
SUBJECT: Law Enforcement Center

PROGRESS REPORT

- The moisture baarier on the exterior walls is 90% complete.
- The plumbing is 80% complete. I have authorized the plumbers to install hard water lines to the drinking fountain, the Break Room faucet and ice-maker, and the Dispatch faucet and ice-maker on a time and materials basis. The hard water lines are for installation of a water softener, which will also be an extra on the contract.
- I have contacted the Architect about the addition of security cameras in the Holding Cells, which the Sheriff needs to monitor prisoner safety. We will also need to add partitions in each cell to prevent visibilty of the toilet area through the viewing window.
- Most of the conduit for the data systems, fire alarms, and security cameras has been installed, and most of the fire alarm and security camera wiring has been pulled.
- We are waiting on bids from two contractors for the installation of the data wire, which is the County's responsibility.
- We have decided to bring the antenna wires into the building overhead, which will be more secure. They will enter the building adjacent to the tower at the bottom of the stainless steel siding (about 12' above grade).
- The masons are 80% complete.
- We have received the grounding details for the tower.
- All of the heating units (fan coils) have been installed throughout the building. The mechanical contractor is starting on the tubing to each unit.
- Most of the N wing has been sheetrocked.

Law Enforcement Center Contracts and Costs: Status on October 4, 2013

Trade Contract	Signed Contract on File	Description	Contractor	Low Bid Amount	C.O. #	Change Order Amount	Final Amount
1	x	Site & Building Excavation, etc.	Action Excavation LLC	71,000	1, 4	1,919	72,919
					1, 8	7,845	7,845
2	x	Chain Link Fences & Gates	Pro-Line Fence	8,245			8,245
3	x	Site & Building Concrete	JM Concrete Inc.	157,401			157,401
4	x	Unit Masonry	M.L. Masonry	161,000			161,000
5	x	Windows, storefront	Ard's Glass & Paint	104,980			104,980
6	x	Roof & flashing & metal siding	Smith Roofing & Siding	209,470	18	5,810	200,664
					19	-14,616	
7	x	Plumbing	Mathews Plmg & Htg Inc.	85,000	2	-845	84,155
8	x	HVAC, temp controls	Commercial Metal Works Inc	196,000			196,000
9	x	Electrical	Nelson Electric LLC	264,700	3	-46,020	231,385
					9	10,595	
					12	910	
					13	845	
					14	355	
10	x	Structural Steel	Steel West Inc.	47,000			47,000
11	x	Steel doors & hardware	Architectural Building supply	64,800			64,800
12	x	Rough carpentry & framing	K2 Builders	90,600			90,600
13	x	Finish carpentry	Byron Beck Builders	32,800			32,800
14	x	Architectural Wood Casework, Meta	Idaho Falls Cabinet	61,913			61,913
15	x	Building Insulation	Merlin's Insulation	68,258	22	-54,958	13,300
16	x	Sectional Overhead Doors	BMC West	3,560			3,560
17	x	Wallboard, Plastering, Tile Ceiling	Standard Drywall Inc.	110,025			110,025
18	x	Ceramic Tile	Davis Tile Co. Inc.	13,320			13,320
19	x	Flooring, Tile & Flooring	Spectra Contract Flooring	50,000	20	-6,000	44,000
20	x	Paint & Vinyl Wall covering	Sharp's Professional Painting	36,168			36,168
21	x	Underground Landscaping	All American Yards Inc.	28,382			28,382
22	x	Wood Framing Materials	Idaho Pacific	116,262			116,262
23	x	Toilet Accessories	SBI Contracting Inc.	5,495			5,495
24	x	Lockers	SBI Contracting, Inc.	1,925			1,925
			TOTALS	$1,988,304		-94,161	$1,894,143

Trade Contracts + other Ormond expenses	$2,425,236		0
Ormond Fee (includes ~$5K for Jorg survey/matrl testing)	168,599		168,599
Guaranteed Maximum Amount (GMA)	**$2,593,835**	**Total known costs included in GMA**	**$2,062,742**

NOT-IN-CONTRACT EXPENSES PAID TO DATE	
City of Driggs water hook-up fees	3,780
Buxton Avenue water line	15,000
City of Driggs water meter, valve & install	4,289
City of Driggs & Idaho DOT permits	300
SilverStar relocate aerial phone line & fiberoptic connection	5,134
Builders Risk Property Insurance	2,626
TOTAL PROJECT COSTS KNOWN TO DATE	**$2,093,871**
ESTIMATED NIC EXPENSES STILL TO BE PAID BY COUNTY BUILDING FUND	
Courthouse/LEC fiberoptic ($7,500 pd by ITD)	22,500
Generator modifications (see CO #9)	0
Generator re-location and re-connection (???)	5,000
Amount still due JHS Architects	41,000
Required art feature on corner	5,000
Relocate power line & bring 3-phase power to building	18,000
Antenna (estimated cost, assuming $35K grants)	65,000
Moving Costs *(included in FY 2014 budget)*	
New Office furniture & equipment *(included in FY 2014 budgets)*	
TOTAL KNOWN & ESTIMATED COSTS TO DATE	**$2,250,371**

ML Lacks copies of Change Orders #5, 6, 7, 10, 11, 15, 16, 17, 18, 19, 21.

Some may have been proposed + then dropped.

Will update spreadsheet when info is available.

RESOLUTION 2013-1015A

TRANSFERRING FUNDS PRIOR TO CLOSING FY 2013

WHEREAS, the Board of County Commissioners wishes to re-direct unobligated Remaining Cash within the General Fund into the Special Planning Projects Fund to pay a Contract Planner; and

WHEREAS, the Board of County Commissioners wishes to re-direct unobligated Remaining Cash within the General Fund into the Road & Bridge fund to pay for road & bridge operating expenses; and

WHEREAS, the Board of County Commissioners wishes to re-direct unobligated Remaining Cash within the General Fund into the Indigent fund to pay indigent expenses; and

WHEREAS, the Board of County Commissioners wishes to utilize funds previously saved within the Solid Waste Reserve Fund; and

WHEREAS, the Board of County Commissioners has created a Road & Bridge Reserve Fund to save for future expenses; and

WHEREAS, the Board of County Commissioners has created a Mosquito Abatement Reserve Fund to save for future contingencies as requested by the Mosquito Abatement District Board of Trustees;

NOW THEREFORE be it unanimously resolved that the Teton County Board of County Commissioners do hereby order the transfer of funds as follows:

Transfer $72,000 out of the (01) General Fund and into the (21) Special Planning Projects Fund

Debit 01-00-98	Credit 01-00-100
Debit 21-00-100	Credit 21-00-398

Transfer $287,000 out of the (01) General Fund and into the (02) Road & Bridge Fund

Debit 01-00-98	Credit 01-00-100
Debit 02-00-100	Credit 02-00-398

Transfer $22,000 out of the (01) General Fund and into the (16) Indigent Fund

Debit 01-00-98	Credit 01-00-100
Debit 16-00-100	Credit 16-00-398

Transfer $240,000 out of the (25) Solid Waste Reserve Fund and into the (23) Solid Waste Fund

Debit 25-00-98	Credit 25-00-100
Debit 23-00-100	Credit 23-00-398

Transfer $tbd out of the (02) Road & Bridge Fund and into the (03) Road & Bridge Reserve Fund

Debit 02-00-98	Credit 02-00-100
Debit 03-00-100	Credit 03-00-398

will have $ amount at mtg.

Transfer $40,000 out of the (51) Mosquito Abatement Fund and into the (52) Mosquito Abatement Reserve Fund

Debit 51-00-98	Credit 51-00-100
Debit 52-00-100	Credit 52-00-398

DATED and done this 15th day of October, 2013.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Kelly Park, Commissioner	Sid Kunz, Commissioner	Kathy Rinaldi, Commissioner

ATTEST: _____

Mary Lou Hansen, Clerk

208-354-8780
FAX: 208-354-8410

Teton County Clerk

150 Courthouse Drive #208
Driggs, Idaho 83422

October 4, 2013

TO: County Commissioners
FROM: Mary Lou
SUBJECT: County Policies

The Board usually makes any necessary policy updates during October/November so they can be distributed at the annual employee meeting, which is scheduled for Dec. 4. Therefore, I will propose a few minor clarifications of existing policies in November. However, throughout the year I have made note of a couple more significant changes:

CELL PHONES. During the budget process you said you wanted to re-consider the county's cell phone policy. Therefore, I have attached the current *Fringe Benefits* policy, which references cell phones, along with the *Appropriate Use of County Resources* policy, which might benefit from inserting some language about county cell phones (perhaps borrowing some phrases from the Road & Bridge policy, which is also attached). Please let me know what changes you desire.

GIFTING OF PTO HOURS. As requested by the Board, the Employee Committee met Oct. 2 to discuss a possible new policy regarding the Gifting of PTO hours or creationg of a Sick Leave Bank. They prefer PTO Gifting on an individual basis and discussed many of the details that such a program would involve. However, the Committee thinks a short term disability insurance policy might be a less-complicated way to provide income-protection for seriously ill employees. And they think employees would prefer such policy in lieu of the current life insurance policy. Travis Argyle is preparing a price quote for that coverage, after which the Committee/Board can decide how to proceed.

Vehicle Use. Certain County employees may be assigned a vehicle that is driven home. Such personal use, if allowed, may be a taxable benefit. The taxable value of the personal use of a county vehicle will be determined by using one of the methods outlined below, as authorized by the Internal Revenue Service (IRS). Every employee authorized to use a county vehicle for commuting must sign the appropriate Certification form (Attachment A or B), which must also be signed by the responsible Elected Official or Department Head, and a County Commissioner.

> QUALIFIED NON-PERSONAL USE VEHICLE. An employee's use of this type of vehicle is a working condition fringe benefit and is excludable from the taxable wages of an employee. Examples of this type of vehicle include a clearly marked police vehicle and, under limited circumstances, an unmarked police vehicle.
>
> COMMUTING VALUE RULE. Under this rule, the taxable value of the county-provided vehicle is $1.50 per one-way commute. The employee may not drive the county vehicle from work to lunch and then back to work under this rule. The employee must be required to commute in the vehicle for a valid non-compensatory business reason.

Uniforms. Clothing items purchased by the County for use by employees are not a taxable fringe benefit if they are: (1) part of a recognizable uniform required by the department; (2) clearly display the county logo or a department name. Ordinary wear clothing may not be purchased with County funds.

Cell Phones. Employees required to carry a cell phone as a condition of their employment will be issued a county cell phone or will receive a monthly cell phone stipend. Employees may be required to carry a cell phone for the following reasons: (1) Must be available on a 24/7 basis; or (2) GPS units on phone provide required data; or (3) Duties require frequent absences from the office.

The County's annual budget must include a list of all positions eligible to receive a county cell phone or cell phone stipend, and the yearly stipend amount. County cell phones and cell phone stipends will not be considered a taxable benefit.

Employees issued a county cell phone become responsible for the phone, which is not insured by the county. If a county cell phone is lost or damaged, it will be replaced at the employee's expense.

Use of County Resources

Revision: 2
Date: 11/17/11
Original Issue Date: 11/24/08
Number of Pages: 1
Approved: BOCC

Teton County resources, including time, material, equipment, and information, are provided to further County business. Teton County email, computer, internet, copies, phone and voice mail systems are County property. Employees are trusted to behave responsibly and use good judgment to conserve County resources. Department Heads, Elected Officials and appointed Boards are responsible for the proper use of resources assigned to their offices. Incidental personal use is allowed provided it does not interfere with work, consume County resources or create potential County liabilities.

County business is open to public review, which means that employees have no right to privacy when using county computers or phones. Teton County reserves the right to examine data stored on all phone, computer and network systems through both physical examination and electronic monitoring. If the information collected reveals violations to County guidelines or the law, the County may use its discoveries for disciplinary actions and/or provide the information to law enforcement. All email on county servers becomes a matter of public record, unless it contains non-public information as defined by state statute.

Computers, Email & Internet. See "Computers, Technology & Information Security" policy.

Telephones. Teton County recognizes that employees will occasionally need to place and receive personal phone calls during the workday. In all cases, personal calls should be minimal. Personal long distance calls are prohibited. Excessive work time spent on personal calls is considered a misuse of employee's work time and taxpayer funds; and may result in disciplinary action. All personal cell phones and other communication devices must be kept in silent mode or turned off while employees are on duty.

Cell Phones . . . . insert some language about lack of privacy, limit on minutes, responsible for replacement if lost/damaged – (from R&B policy) ????

Copy Machines. Teton County recognizes that employees may occasionally desire to make personal use of County copy machines. Such use is permitted for small numbers of copies if they are made after business hours and paid for at the rate established in the County Fee Schedule.

Heavy Equipment, Tools, Machinery and Shop Facilities. All heavy equipment, tools, machinery and maintenance shop facilities are provided solely for use by county employees working on county projects. Such equipment, tools and facilities shall not be used for non-public purposes.

Road + Bridge Policy

Director of Public Works

March 18, 2010

Re: County Road and Bridge Cell Phone use.

Dear Road and Bridge employee:

Teton County Road and Bridge has issued each of the equipment operators a cell phone. The reasons for the cell phones are 5 fold:

1. They will be used to track which roads the County Road and Bridge (R&B) money has been spent on. This will be done by tracking the phones that the equipment operators use when driving their equipment.
2. The phones will be used to track where employees have worked so that when the public wants to know where and when R&B has been, this information can be supplied to them.
3. The phones will be used for an additional means of communication in emergencies so that there is a minimal chance that the employees are without communication.
4. The phones can be used to track the employees to verify that they are only plowing or working on roads that they are supposed to be working on.
5. The phones will also be used as a means of clocking in and out to help the county and the employee keep track of their time, without always having to return to the shop.

However, with the use of the county cell phone there are certain rules that must be followed so that the use of the phone meets county personnel requirements and provides for a safe working environment.

1. Since these phones have internet access, employees must follow all of the requirements for computer use with respect to the type of sites visited etc. please see the personnel manual.
2. Since it is clearly dangerous to talk on the phone and drive, several rules MUST be followed:
    a. Talking on the phone must be done wirelessly or with headphones when driving, and only when it is not possible to pull over safely.
    b. Dialing must be done when the vehicle is stopped. Unless you are voice dialing (wireless).
    c. Texting and looking up information is only allowed when the vehicle is stopped at a safe location.
    d. You must stop at a safe location before placing calls and texting.
    e. When operating heavy equipment during construction, the vehicle must be stopped before talking on the phone.

Remember that the phone is the property of the County and as such all of the phone records and emails and text messages are considered public information. So if you don't want anyone to hear, or read about it, don't use the county phone.

There are only a certain amount of minutes and text messages that each phone can use. If the employee goes over this amount the bill will be reviewed and any personal calls will be paid for by the employee. If the employee wants to pay for additional minutes or text messages this can be arranged.

Employees who use their Teton County provided cellular phone for personal reasons may be asked to identify their personal calls on the county bill. The employee agrees by his or her acknowledgment on this letter that the County is authorized to require the employee to pay the monthly bill that correlates to the identified personal calls/received and sent texts/downloads/pictures, etc. Being asked to pay for your personal use does not give the permission to use the County phone as a personal cell phone since other County policies still apply. THERE SHOULD BE NO EXPECTATION OF PERSONAL PRIVACY ON THE PART OF THE EMPLOYEES WITH RESPECT TO THEIR USE OF THESE PHONES.

Director of Public Works
Phone: 208-354-0245 • 150 Courthouse Drive, Driggs, Idaho 83422 • Fax: 208-354-8778
www.tetoncountyidaho.com

When employees are in possession of a County provided cell phone, employees are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, an employee may be asked to produce the phone for return or inspection.

Each County employee is allowed 300 minutes for talking and 200 text messages each month. It is approximately $20 per month for unlimited text messages and if you talk to other AT&T phones it is unlimited calling.

With the tracking system installed on the phones it is very important for each employee to turn on and carry with them their phone when they are working for the County. Therefore, it is a requirement that the phones are turned on at the start of each shift and that the employee log on to the tracking system. This will also eliminate the need for the employee to return to the shop each day (unless requested by the supervisor) to fill out their time card. However, each employee will still have to arrive to sign their timecard at the end of each pay period (every two weeks). Therefore, if the employee forgets to log on and off each day, the supervisor needs to be notified so that the correct time in the records can be inputted and a time card error is not made. At the end of the day the employee shall log out in order to keep track of the time and also to make sure that only the time spent in the county equipment is recorded for maintenance records. If the employee wants to log out for breaks and lunch they can do so but they must log back in at the end of the break or the lunch.

I understand that there will be some growing pains, and we will work with you to ensure that this works out for both the County and the employee. If you need any help in logging on or off and working the phone, please let Clay, myself or any other co-worker know and we will help.

Remember, these phones are for your safety, and the record keeping of the county to ensure that no roads are lost for public use. By maintaining these records we are ensuring that the future accesses are kept for future public use.

If there are any questions or concerns please call or email me.

Thank you,

Louis Simonet
Director of Public Works

By signing below I acknowledge that I have read and understand the above information.

Employee Name: Derek B Beard

Employee Signature: _____

208-354-8780
FAX: 208-354-8410

Teton County Clerk

150 Courthouse Drive #208
Driggs, Idaho 83422

October 4, 2013

TO: County Commissioners

FROM: Teton County Clerk mch

SUBJECT: Request approval of Court Contingency Fund for Court File Room shelving

Last month, the Historical Society informed me that they would be returning 103 boxes of court records to Teton County for storage. The boxes will be delivered December 3.

This will create a significant space challenge in the court file room, which currently holds 90 boxes and 18 file cabinets. We can re-organize the second floor file room to create room for the 22 boxes of juvenile records that are seldom accessed, but need to create more 3rd floor storage for the remaining boxes and for additional boxes in future years. Documents from old court cases are requested rather frequently.

We've spent a lot of time measuring and drawing floor plans to come up with the best possible solution and I've requested a price quote from Anderson Cabinet, who built the shelves in the second floor file room. I hope to receive their estimate by October 15, but suspect the shelving may cost upwards of $5,000+.

Once built, the existing and new shelves will provide enough storage capacity to meet the court's current and future needs, at least for the next couple years, by which time the Idaho Supreme Court will have completed the implementation of a paperless court system.

www.history.idaho.gov

Idaho • State Historical SOCIETY

C.L. "Butch" Otter
Governor of Idaho

Janet Gallimore
Executive Director

Administration
2205 Old Penitentiary Road
Boise, Idaho 83712-8250
Office: (208) 334-2682
Fax: (208) 334-2774

Membership and Fund Development
2205 Old Penitentiary Road
Boise, Idaho 83712-8250
Office: (208) 514-2310
Fax: (208) 334-2774

Historical Museum and Education Programs
610 North Julia Davis Drive
Boise, Idaho 83702-7695
Office: (208) 334-2120
Fax: (208) 334-4059

State Historic Preservation Office and Historic Sites Archeological Survey of Idaho
210 Main Street
Boise, Idaho 83702-7264
Office: (208) 334-3861
Fax: (208) 334-2775

Statewide Sites:
• Franklin Historic Site
• Pierce Courthouse
• Rock Creek Station and
• Stricker Homesite

Old Penitentiary
2445 Old Penitentiary Road
Boise, Idaho 83712-8254
Office: (208) 334-2844
Fax: (208) 334-3225

Idaho State Archives
2205 Old Penitentiary Road
Boise, Idaho 83712-8250
Office: (208) 334-2620
Fax: (208) 334-2626

North Idaho Office
112 West 4th Street, Suite #7
Moscow, Idaho 83843
Office: (208) 882-1540
Fax: (208) 882-1763

Historical Society is an Equal Opportunity Employer.

103 Boxes
22 juvenile
31 criminal
50 civil

August 27, 2013

Mary Lou Hansen
Teton County Courthouse
150 Courthouse Drive - Room 208
Driggs, ID 83422

Dear Mary Lou Hansen:

On behalf of the Idaho State Archives, I am writing to inform you regarding changes in the Idaho State Archives Government Records Program. As you may be aware from recent correspondence through the Idaho Association of Counties, the Idaho State Archives and State Records Center recently merged to create alignment and efficiency in managing over 150,000 cubic feet of government records under custody. Through legislative action, we recently conducted a records study to assess our current program model and plan for future enhancements.

As a result of an internal analysis of our statutory requirements, benchmarking of the best practices of other states, and recommendations made through our consultant study, we are making a change in our collecting scope and will be accepting and maintaining/preserving county records that have been deemed permanent and appropriate for long term preservation at the Idaho State Archives. In general, permanent, inactive records are those that are 15 years or older and are accessed less that once per month.

A copy of our newly approved policies including definitions, accession procedures, and the benefits of our program is included for your reference. In consultation with our colleagues at the Idaho Supreme Court and Idaho Association of Counties, we have also created an executive summary document located in the addenda section to help local jurisdictions determine the types of records that should be considered eligible for permanent retention. We will also be working closely with both of these entities to provide records management training as an ongoing offering through your association meetings and via webinar.

We realize that for the past ten years, we have been encouraging local jurisdictions to send anything and everything in terms of records to the Idaho State Archives. I believe this was a benevolent gesture to our colleagues and one that was done with the best of intentions. Unfortunately, what has occurred is that the Idaho State Archives staff is now serving in an active records management role for many local jurisdictions. With only 2 government records

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210 Main Street
Boise, Idaho 83702-7264
Office: (208) 334-3861
Fax: (208) 334-2775

Statewide Sites:
• Franklin Historic Site
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North Idaho Office
112 West 4th Street, Suite #7
Moscow, Idaho 83843
Office: (208) 882-1540
Fax: (208) 882-1763

Historical Society is an Equal Opportunity Employer.

archivists to serve 200 cities, 44 counties, 80 agencies, and the office of the Governor, we need to focus on our key statutory role; that of the repository of permanent, inactive records. I hope that you understand that this action intends no malice, but is reflective of our obligation and commitment to serve our wide customer base in an efficient and effective manner.

At this time, the Idaho State Archives is in custody ~~of 609~~ boxes from Teton County. Given the extent of their use, we estimate that 103 boxes are active and should be accessible/retained at the local level. We ~~can arrange~~ the transfer of these boxes back to your county at our expense. We will contact you soon so that we can begin a dialog with you about timing, procedures, and any other details that we may need to address to implement this transfer in a timely manner.

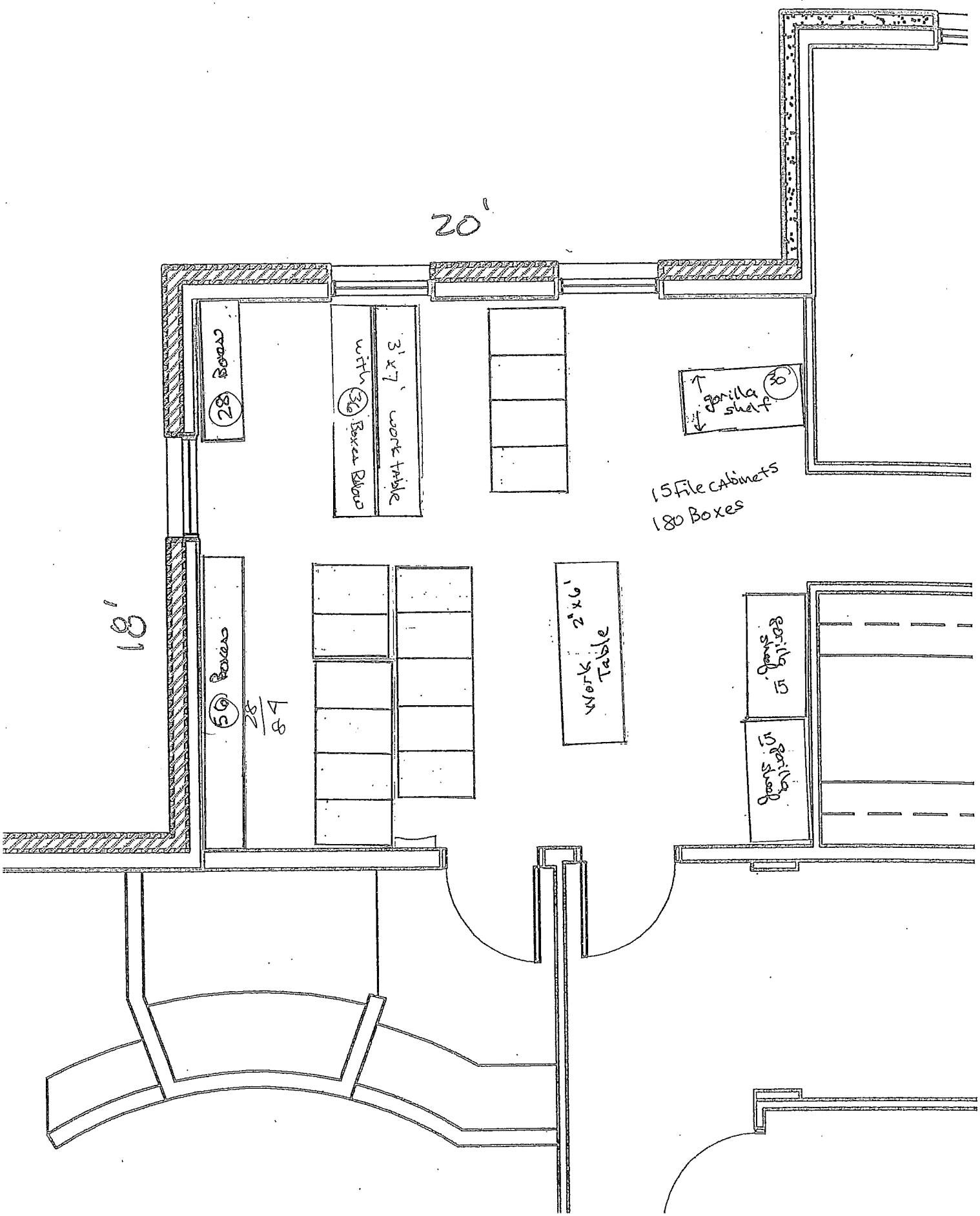
This means that 506 boxes of Teton County records defined as important for long term preservation will be retained by the Idaho State Archives. The value of this service to you is $13,662.00 annually for storage, preservation, and security.

We thank you for our continued work together and stand willing to make this transition a positive one for your organization.

Respectfully,

David Matte

David Matte
Deputy State Archivist (Acting State Archivist)
Idaho State Archives
Division of the Idaho State Historical Society
2205 Old Penitentiary Road
Boise, Idaho 83712-8250
208-514-2328
david.matte@ishs.idaho.gov


20'
18'
28 Boxes
3'x7' work table
with 36 Boxes Below
gorilla shelf 30
15 File cabinets
180 Boxes
56 Boxes
28/84
Work Table 2'x6'
gorilla shelf 15
15 gorilla shelf

Teton County

Wall of Shelves

Our goal is to create cost-effective storage for as many boxes as possible without encroaching on the window or window trim. I envision shelving similar to what you built in 2009 for the Second Floor File Room in the Courthouse. However, those shelves sagged when loaded with boxes, so I am planning a maximum unit width of 28" (outside to outside).

The boxes are: 10.5" h x 13" w x 16" deep and only need ½"-1" clearance at side and top. However, I'm planning on a bit more vertical clearance for the boxes stacked 2-deep on the bottom shelf.

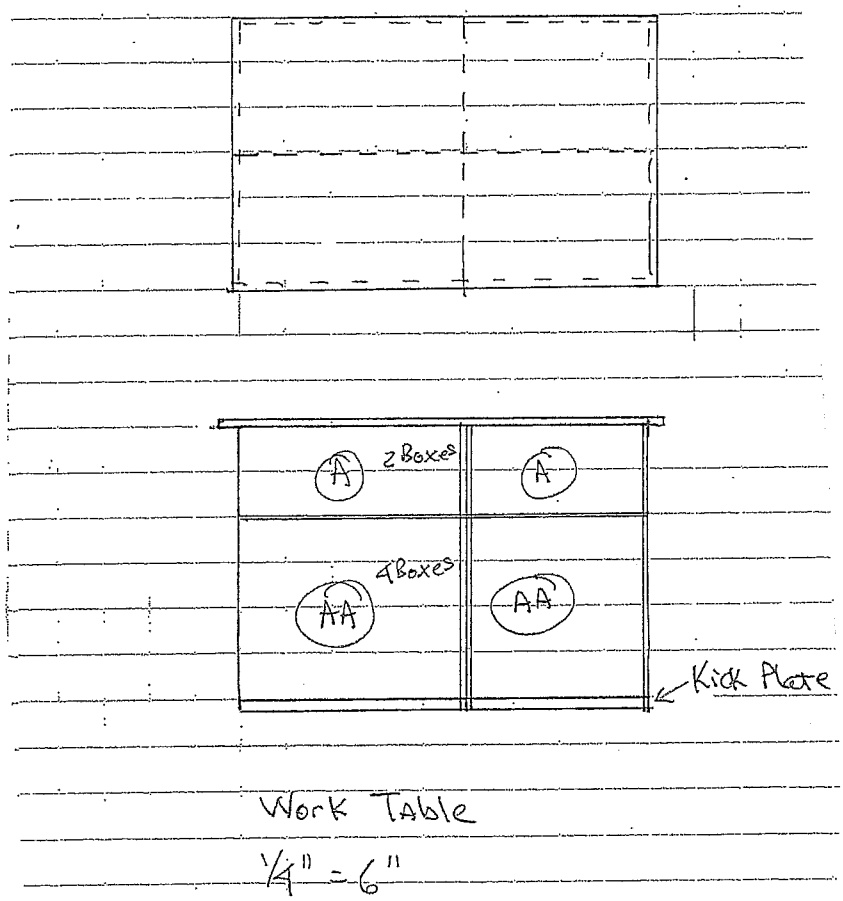
The attached sketch shows my current ideas, but you might have a better idea. You will see that I am picturing 4 identical "A" units and 2 identical "B" units with a third unit under the window. The "A" units would accommodate 14 boxes (plus 2 on top) and the "B" units 7 boxes (plus 1 on top).

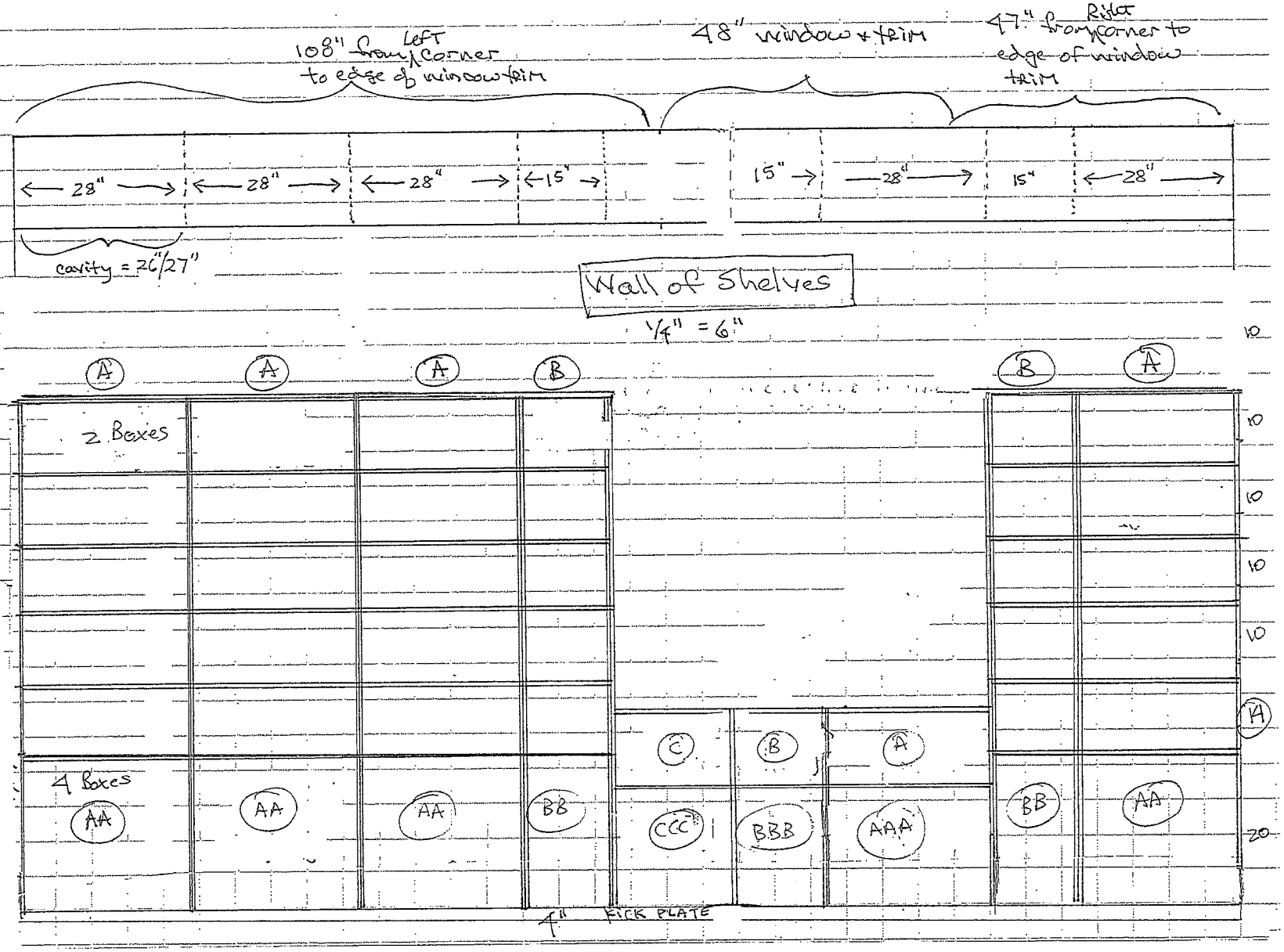
There's not enough vertical space under the window for 3 stacked boxes so the bottom cavity on that unit will be a different height. The width of the "C" unit is not exact due to my lack of precise measuring skills, but will be whatever is necessary to accommodate the overall room width.

I can send a pdf of the construction docs for your measurements, or will you need to come up to Driggs to take measurements?

Work Table

The goal with this table is to store more boxes below a work surface. I envision an overall surface of ~5'x3' with room underneath for 24 boxes.




108" from Left Corner to edge of window trim
48" window + trim
47" from Right corner to edge of window trim
28"
28"
28"
15"
15"
28"
15"
28"
cavity = 26"/27"
Wall of Shelves
1/4" = 6"
A
A
A
B
B
A
2 Boxes
4 Boxes
AA
AA
AA
BB
C
B
A
CCC
BBB
AAA
BB
AA
A
10
10
10
10
10
20
4" KICK PLATE

DRAFT

AMBULANCE SERVICES CONTRACT

This agreement made and entered into this 1st day of January, 2014, by and between the County of Teton, a duly organized county of the State of Wyoming, of P. O. Box 727, Jackson, Wyoming 83001, hereinafter referred to as "the County", and the Teton County Ambulance Service District, a duly organized ambulance district in the State of Idaho, of 150 Courthouse Drive, Driggs, Idaho 83422, hereinafter referred to as "the District," both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, it is the desire of the Teton County, Wyoming Board of County Commissioners, hereinafter referred to as the "Board", to provide ambulance services to the Teton County Wyoming lands adjacent to Idaho on the West side of the Tetons; and

WHEREAS, the County desires to contract the services of the District for ambulance services in the adjacent Wyoming area on the West side of the Tetons; and

WHEREAS, the District desires to provide ambulance services to the adjacent Wyoming area on the West side of the Tetons,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. AMBULANCE SERVICE CONTRACT PROVISIONS

   (a) The District will respond to calls for emergency medical services occurring in adjacent Wyoming areas on the West Side of the Tetons.

   (b) In consideration of the ambulance services given to the Wyoming area, the County agrees to pay the District for all services rendered hereunder, the payment called for herein. It is understood that the District may charge fees for service to Wyoming patients transported by their ambulances ant that those fees collected shall be controlled and used by the District to support the ambulance system. Patient billing shall be the responsibility of the District.

   (c) It is further understood and agreed that for and in consideration of the monies paid by the County pursuant to this contract the District shall defend, indemnify and hold harmless the County for any and all liability, causes of action and damages, malpractice, loss or expense incurred by the District arising out of the District's operations including any loss or damage to or expenses incurred in the operation of apparatus or other equipment belonging to the District and the cost of any materials used in connection with any call for assistance.

DRAFT

(d) The District, as owner of the apparatus and equipment to be used in answering calls for assistance in the Wyoming area, agrees that it will assume full responsibility for injuries to persons or property or deaths resulting from negligence in the operations of any such apparatus or equipment while answering any such calls, and will obtain liability insurance for its vehicle and equipment. Each year that this contract is renewed, the District shall provide the County with a Certificate of Insurance evidencing the existence of such insurance. If the District ever cancels or fails to renew their policy, they shall immediately notify the County.

(e) It is expressly understood and agrees that the number of Emergency Medical Technicians and the nature of apparatus and equipment dispatched in answer to calls, the manner of providing care, and other operations at the scene of a medical emergency, accident or other incident to which the District is called, are matters within the judgment of Teton Valley Health Care's EMS Director and Medical Staff or other officers of the ambulance service who may be in charge at the time. The District shall maintain a current State of Wyoming Ambulance License.

(f) The District shall immediately notify the Chief of Jackson Hole Fire/EMS or the assigned Duty Officer of any mass casualty incident to which the District responds within Wyoming. A mass casualty incident is any incident in which emergency medical services personnel and equipment at the scene are overwhelmed by the number and severity of casualties at that incident.

(g) The District shall provide Jackson Hole Fire/EMS with all incident reports generated for calls within the Wyoming area, for all patients that originate in Teton County, Wyoming, in order to allow Jackson Hole Fire/EMS to complete required State of Wyoming reporting. Such reports shall be submitted not more than thirty (30) days from the date of service, but not more than ten (10) days from the date of service upon direct request by the County. Such reports may be in the form of a standard Patient Care Report, or shall provide adequate information to complete such reports.

(h) The County understands that the District contracts with Teton Valley Health Care which provides all the Emergency Medical Services (EMS) and ambulance services for the District. Accordingly, Teton Valley Health Care is responsible for all regulatory compliance issues, including all reporting requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The District shall be identified as a HIPAA Covered Entity and shall comply with the HIPAA Business Associate Agreement that they have provided to Teton County Wyoming EMS. In return, the Teton County

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Wyoming EMS will be the business associate and must comply with any HIPAA/HITEC requirements wherein protected health information is shared.

(i) It is hereby mutually covenanted and agreed that the relation of the District to the services to be performed by it under this contract shall be that of an independent contractor.

(j) Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended.

(k) The District shall at all times comply with all applicable laws, statutes, codes, rules and regulations of the State of Wyoming while in performance of this contract.

2. TERMINATION AND TERM

(a) For the purpose of this agreement, termination shall occur when:
   i. The Teton County Wyoming Board of County Commissioners votes to terminate the Contract at a duly authorized public meeting.
   ii. The Teton County Idaho Ambulance Service District Board votes to terminate the Contract at a duly authorized public meeting.
   iii. In the event that either party seeks to terminate this contract, a minimum of sixty (60) days written notice to the parties shall be provided unless the parties agree otherwise.

(b) The term of this agreement shall be one (1) year.

(c) Unless written notice of a desire to terminate this agreement is given by either party at least ninety (90) days prior to the termination date as provided herein, this agreement shall be extended on the same terms and conditions herein provided, for an additional period of one year. A new contract must be executed every two years.

3. PAYMENT. The County agrees to make an annual payment to the District for services rendered. The amount will be calculated by pro-rating the District's Annual Operating Expenses according to the percent of runs made to Wyoming. By March 31 each year, the District shall provide an invoice and signed voucher to Jackson Hole Fire/EMS for the annual amount due. The County understands that the District's Annual Operating Cost represents the net expenses after offset by ambulance revenue. The County also understands that the District is unable to determine the exact cost per specific ambulance run or the amount of ambulance revenue generated by Wyoming patients vs. Idaho patients. Operational costs shall be defined as payroll, fuel, supplies, equipment and consumable expenses. Fixed asset purchases or depreciation shall not be included as operational costs.

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4. NOTICES. Notices pursuant to this agreement shall be given by personal delivery or through certified mail of the United States Postal Services, postage prepaid and addressed as follows:

For the County:	Teton County Fire/EMS Teton County, Wyoming P. O. Box 901 Jackson, WY 83001
For the District:	Teton County Ambulance Service District 150 Courthouse Drive Driggs, ID 83422

Notices shall be deemed given as of the date of personal service or written evidence of the execution of return receipt in the course of transmission through the United States Postal Service.

5. GENERAL PROVISIONS.
   (a) This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
   (b) No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
   (c) This agreement shall become effective commencing January 1, 2014.
   (d) If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.

Dated _____ Dated _____

_____ _____

Paul Vogelheim, Chair Kelly Park, Chair

ATTEST:

DRAFT

Dated _____

Dated _____

_____
Sherry Daigle, Clerk
Teton County, Wyoming

_____
Mary Lou Hansen, Clerk
Teton County, Idaho

DRAFT

DISPATCH SERVICES CONTRACT

This agreement made and entered into this 1st day of January, 2014, by and between the County of Teton, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001, hereinafter referred to as "TC, Wyoming," and the County of Idaho, a duly organized county of the State of Idaho, of 150 Courthouse Drive, Driggs, Idaho 83422, hereinafter referred to as "TC, Idaho," both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, it is the desire of the Teton County, Wyoming Board of County Commissioners, hereinafter referred to as the "Wyoming Board," to provide dispatch services to the Teton County Wyoming lands adjacent to Idaho on the West side of the Tetons; and

WHEREAS, the Wyoming Board desires to contact TC, Idaho for dispatch services in the adjacent Wyoming area on the West side of the Tetons; and

WHEREAS, TC, Idaho desires to provide such dispatch services,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DISPATCH SERVICE CONTRACT PROVISIONS

   a. TC, Idaho dispatchers will answer 911 calls made from Wyoming land adjacent to Idaho on the West side of the Tetons.
   b. In consideration of the dispatch services given to the Wyoming area, the Wyoming Board agrees to pay TC, Idaho as described in Paragraph #3.
   c. Its is mutually covenanted and agreed that the relation of TC, Idaho to the services to be performed by it under this contract shall be that of an independent contractor.
   d. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended.

2. TERMINATION AND TERM

   a. For the purpose of this agreement, termination shall occur when:

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i. They Wyoming Board votes to terminate the Contract at a duly authorized public meeting.
ii. The Teton County, Idaho Board of County Commissioners votes to terminate the Contract at a duly authorized public meeting.
iii. In the even that either party seek to terminate this contract, a minimum of 60 days written notice to the parties shall be provided, unless the parties agree otherwise.

b. The term of this agreement shall be one (1) year.
c. Unless written notice of a desire to terminate this agreement is given by either party at least ninety (90) days prior to the termination date as provided herein, this agreement shall be extended on the same terms and conditions herein provided, for an additional period of one (1) year. A new contract must be executed every two (2) years.

3. PAYMENT

TC, Wyoming agrees to pay TC, Idaho once a year for services rendered. The amount due will be calculated by subtracting all E911 surcharge revenues from the annual dispatch expenses and then pro-rating the resulting net dispatch expenses according to the percent of calls made from the Wyoming area adjacent to Idaho on the West side of the Tetons. By March 31st each year, TC, Idaho shall provide an invoice and signed voucher to Jackson Hole Fire/EMS for the annual amount due. The invoice will be paid prior to July each year. Annual dispatch expenses maintenance and consumable expenses. Fixed asset purchases or depreciation shall include payroll, supplies, equipment maintenance and consumable expenses. Fixed asset purchases or depreciation shall not be included as operational expenses. Fix

4. NOTICES

Notices pursuant to this agreement shall be given by personal delivery or through certified mail of the United States Postal Service, postage prepaid and addressed as follows:

For TC, Wyoming
Teton County Fire/EMS
Teton County, Wyoming
P.O. Box 90, Jackson, WY 83001

For TC, Idaho
Teton County Idaho
150 Courthouse Drive, Driggs, Idaho 83422

DRAFT

Notices shall be deemed given as of the date of personal serviced or written evidence of the execution of return receipt through the United States Postal Service.

5. GENERAL PROVISIONS

a. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and sign de by both parties.

b. No waiver of any breath of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

c. This agreement formalizes the verbal understanding which has been in effect for several years.

d. If any provisions, or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.

TETON COUNTY, WYOMING	TETON COUNTY, IDAHO
Paul Vogelheim, Chair	Kelly Park, Chair
ATTEST:	ATTEST:
Sherry Daigle Teton County, Wyoming Clerk	Mary Lou Hansen Teton County, Idaho Clerk

MEMO

DATE: October 10, 2013

FROM: Dawn Felchle, Assistant & Risk Manager

TO: Commissioners, Clerk & Prosecutor

RE: Near Future Decisions Needed Regarding County Property & Contract Obligations

---

Item #1: 2002 Chevrolet Impala with ~135,000 miles (Former SO Deputy Car)

Options for Disposal:
1. Salvage as scrap metal *~$180*
2. Sell outright for less than $249.00 or less
3. Sell at auction for unknown amount
4. Sell for parts $500 (quote attached)

Attached Kelly Blue Estimated Value
If County goes with #2 or #3, concern over full disclosure and liability. If not safe for employees why sell for use on the open road by public person? Options #1 & #4, no issues of liability.

ISSUES from Employees:
- Electrical System is erratic due to wiring for SO components
- Reduced ability to accelerate or climb hills
- Turn signals and windshield wipers work intermittently
- Holes in roof, doors and dash where the SO electronics had been secured
- No rear door handles
- Gas gauge does not work
- Moisture collects on inside: *In winter, moisture collects on floor and we get ¼" of ice build-up on the floor. Inside of windshield has more ice to scrape then outside*
- Unsafe for winter driving; needs to be stored

Item #2: Contract for Ambulance Services expires 12/14/2014

FY 2015 Budgeting purposes you might want to consider having the new contract to go into effect 10/1/2014, which means the cost of the contract needs to be approved by May/June 2014, so FY 2015 expenses can be calculated and approved.

Discussion needs to begin for the process (who will write an actual RFQ and RFP) and the timeline to meet selection, scope of services & negotiation cost.

Attached is last RFP and current contract.

Blackfoot Location:
Mailing Address: PO Box 8010
Moreland, ID 83256
Phone: 208-684-3795, Fax 208-684-3796

Roberts Location:
322 North Basset Road
Roberts, ID 83444
Phone: 208-680-1431

Wyoming Location:
42 Pebble Drive
Riverton, WY 82501
Phone: 307-438-3535
Phone: 307-438-3533

October 10, 2013

Dawn Felchle
Assistant to County Commissioners/ Risk Manager
150 Courthouse Drive - Room 208
Driggs, ID 83422
208-354-8775

Dear Ms. Felchle,

Mill Creek Metals is interested in purchasing the 2002 Chevrolet Impala (white) for $500.00 with promise to use the Impala for parts only, and not for re-sale.

Please contact me with any questions or concerns.

Steve Peterson
Mill Creek Metals
PO Box 8010
Moreland, ID 83256
(208) 681-2020
peterrossa@sbcglobal.net

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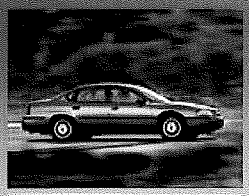

2002 Chevrolet Impala

Style: Sedan 4D

Edit options | Check specs

Mileage: 135000 Change

Like this car

Been told maybe get $750 on open market.

Trade-In Value when trading in at a dealership

Private Party Value when selling the car yourself

Print Report

Excellent	$2,481
Very Good	$2,281
Good	$2,181
Fair	$1,781

Verify Condition

Track this car's values

Values valid until 10/10/2013 (updated weekly)

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Idaho Statutes

TITLE 31
COUNTIES AND COUNTY LAW

CHAPTER 8
POWERS AND DUTIES OF BOARD OF COMMISSIONERS

31-808. SALE OF COUNTY PROPERTY -- GENERAL PROCEDURE -- SALE OF PROPERTY ACQUIRED THROUGH TAX DEED -- PROCEDURE AFTER ATTEMPTED AUCTION -- EXCHANGE OF COUNTY PROPERTY -- SALE OF CERTAIN ODD-LOT PROPERTY -- SALE, EXCHANGE OR DONATION OF PROPERTY TO OTHER UNITS OF GOVERNMENT. (1) A board of county commissioners shall have the power and authority to sell or offer for sale at public auction any real or personal property belonging to the county not necessary for its use. However, personal property not exceeding two hundred fifty dollars ($250) in value may be sold at private sale without notice or public auction. Prior to offering the property for sale, the board of county commissioners shall advertise notice of the auction in a newspaper, as defined in section 60-106, Idaho Code, either published in the county or having a general circulation in the county, not less than ten (10) calendar days prior to the auction. If the property to be sold is real property, the notice to be published shall contain the legal description as well as the street address of the property. If the property is outside the corporate limits of a city and does not have a street address, then the description shall also contain the distance and direction of the location of the real property from the closest city.

If the property to be sold is acquired by tax deed, the notice required to be published shall include, next to the description of the property, the name of the taxpayer as it appears in the delinquent tax certificate upon which the tax deed was issued. The property shall be sold to the highest bidder. However, the board of county commissioners shall set the minimum bid for the tax deeded property to include all property taxes owing, interest and costs but they may reserve the right to reject any and all bids and shall have discretionary authority to reject or accept any bid which may be made for an amount less than the total amount of all delinquent taxes, late charges, interest and costs, including other costs associated with the property, advertising, and sale, which may have accrued against any property so offered for sale, including the amount specified in the tax deed to the county. Such action by the board in setting the minimum bid shall be duly noted in their minutes. Failure to do so shall not invalidate a sale. For tax deeded property, the board of county commissioners shall conduct an auction no later than fourteen (14) months from the issuance of the tax deed.

(2) (a) Proceeds from the sale of county property not acquired by tax deed shall be paid into the county treasury for the general use of the county.

(b) If the property to be sold has been acquired by tax deed, pursuant to the provisions of chapter 10, title 63, Idaho Code, the proceeds from the sale, after payment of all delinquent taxes, late charges, interest and costs, including the cost for maintaining the property, shall be apportioned by the board of county commissioners to parties in interest as defined in section 63-201, Idaho Code, and

then to the owner(s) of record of such property at the time the tax deed was issued on the property.

(c) Once such tax deeded property has been sold, the board of county commissioners shall within thirty (30) days notify all parties in interest of such sale and the amount of the excess proceeds. Such parties in interest shall respond to the board of county commissioners, within sixty (60) days of receiving such notice, making claim on the proceeds. No responses postmarked or received after the sixtieth day shall be accepted. The board of county commissioners shall then make payment to parties in interest in priority of the liens pursuant to law, within sixty (60) days. All funds available after payment to parties in interest shall be returned to the owner(s) of record of the property at the time the tax deed was issued. All costs associated with the compliance of this section shall be deducted from any amounts refunded to the parties in interest or owner(s) of record.

(3) Any property sold may be carried on a recorded contract with the county for a term not to exceed ten (10) years and at an interest rate not to exceed the rate of interest specified in section 28-22-104(1), Idaho Code. The board of county commissioners shall have the authority to cancel any contract if the purchaser fails to comply with any of the terms of the contract and the county shall retain all payments made on the contract. The title to all property sold on contract shall be retained in the name of the county until full payment has been made by the purchaser. However, the purchaser shall be responsible for payment of all property taxes during the period of the contract.

(4) Any sale of property by the county shall vest in the purchaser all of the right, title and interest of the county in the property, including all delinquent taxes which have become a lien on the property since the date of issue of the tax deed, if any.

(5) In addition to the purchase price, a purchaser of county property, including property acquired by tax deed, shall pay all fees required by law for the transfer of property. No deed for any real estate purchased pursuant to the provisions of this section shall be delivered to a purchaser until such deed has been recorded in the county making the sale.

(6) Should the county be unable to sell at a public auction any real or personal property belonging to the county, including property acquired by tax deed, it may sell the property without further notice by public or private sale upon such terms and conditions as the county deems necessary. Distribution of the proceeds of sale shall be as set forth in subsection (2) of this section.

(7) The board of county commissioners may at its discretion, when in the county's best interest, exchange and do all things necessary to exchange any of the real property now or hereafter held and owned by the county for real property of equal value, public or private, to consolidate county real property or aid the county in the control and management or use of county real property.

(8) The board of county commissioners may, by resolution, declare certain parcels of real property as odd-lot property, all or portions of which are not needed for public purposes and are excess to the needs of the county. For purposes of this subsection, odd-lot property is defined as that property that has an irregular shape or is a remnant and has value primarily to an adjoining property owner. Odd-lot property may be sold to an adjacent property owner for fair market value that is estimated by a land appraiser licensed to appraise property in the state of Idaho. If, after thirty (30) days' written notice, an adjoining

property owner or owners do not desire to purchase the odd-lot property, the board of county commissioners may sell the property to any other interested party for not less than the appraised value. When a sale of odd-lot property is agreed to, a public advertisement of the pending sale shall be published in one (1) edition of the newspaper as defined in subsection (1) of this section, and the public shall have fifteen (15) days to object to the sale in writing. The board of county commissioners shall make the final determination regarding the sale of odd-lot property in an open meeting.

(9) In addition to any other powers granted by law, the board of county commissioners may at their discretion, grant to or exchange with the federal government, the state of Idaho, any political subdivision or taxing district of the state of Idaho or any local historical society which is incorporated as an Idaho nonprofit corporation which operates primarily in the county or maintains a museum in the county, with or without compensation, any real or personal property or any interest in such property owned by the county or acquired by tax deed, after adoption of a resolution by the board of county commissioners that the grant or exchange of property is in the public interest. Notice of such grant or exchange shall be as provided in subsection (1) of this section and the decision may be made at any regularly or specially scheduled meeting of the board of county commissioners. The execution and delivery by the county of the deed conveying an interest in the property shall operate to discharge and cancel all levies, liens and taxes made or created for the benefit of the state, county or any other political subdivision or taxing district and to cancel all titles or claims of title including claims of redemption to such real property asserted or existing at the time of such conveyance. However, if the property conveyed is subject to a lien for one (1) or more unsatisfied special assessments, the lien shall continue until all special assessments have been paid in full. At no time shall a lien for a special assessment be extinguished prior to such special assessment having been paid in full. Any property conveyed to any local historical society by the county shall revert to the county when the property is no longer utilized for the purposes for which it was conveyed.

(10) When the county has title to mineral rights severed from the property to which they attach, and the mineral rights have value of less than twenty-five dollars ($25.00) per acre, the board of county commissioners may act to return the mineral rights to the land from which they were severed in the following manner: the proposed action must appear on the agenda of a regular meeting of the board of county commissioners; and the motion to make the return must be adopted unanimously by the board voting in open meeting.

(11) If there are excess funds and the owner(s) of record of the property at the time the tax deed was issued on the property cannot be located, then the county treasurer shall put all remaining excess funds in an interest-bearing trust for three (3) years. The county may charge for the actual costs for performing the search, and after three (3) years, any remaining funds shall be transferred to the county indigent fund. The levy set to fund this portion of the indigent budget shall be calculated based on the budget subject to the limitation in section 63-802, Idaho Code, less the money received from the interest-bearing trust.

History:

[31-808, added 1999, ch. 215, sec. 3, p. 573; am. 2001, ch. 333, sec. 1, p. 1174; am. 2003, ch. 58, sec. 1, p. 202; am. 2003, ch. 68, sec. 1, p. 227; am. 2004, ch. 318, sec. 4, p. 895; am. 2008, ch. 397, sec. 1, p.

8-8-12 Commissioners: I think this schedule proposed by Dawn Last year is still reasonable, but don't know how it will mesh with the Emergency Services Study + Results. I hope you will discuss timing of next bid process (if Any) while wearing your Ambulance hats on

Monday - ML

Mary Lou Hansen

From: Dawn Felchle
Sent: Friday, November 18, 2011 9:17 AM
To: Mary Lou Hansen
Subject: RE: 2012 Schedule

Depending upon where we are heading with the Hospital & TVH, the ASD should probably do the following, which will mean more than the normal quarterly meetings:

RFQ for service provider in October ~~2012~~ 2013
RFP goes out December ~~2012~~ 2013
RFP's due mid-February ~~2013~~ 2014
Interviews March & April ~~2013~~ 2014
Award Contract late April Early May for budget meetings in June ~~2013~~ 2014

With Jim Gaines gone, I am not sure who has the expertise to write an RFQ and/or RFP for services? That should probably start being drafted in August & September.

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

From: Mary Lou Hansen
Sent: Thursday, November 17, 2011 4:24 PM
To: Dawn Felchle
Subject: 2012 Schedule

I highlighted dates on my calendar that should also appear on the BOCC calendar. Guess we need to coordinate our BOE schedules some time.

Mary Lou

Mary Lou Hansen
Teton County Clerk
208-354-8771
150 Courthouse Drive #208
Driggs, ID 83422
FAX: 354-8410

Request for Bid

Ambulance Service

Teton County, Idaho

The Governing Board of the Teton County Ambulance Service District is accepting bids for the operation of ambulance service within Teton County, Idaho, on public lands surrounding the county, and in the adjoining community of Alta, Wyoming, beginning October 1, 2008.

The entity which is awarded the contract for ambulance services will be expected to do the following, which should be addressed in the proposal:

- Prepare an annual expense/revenue budget
- Provide consumable medical supplies
- Establish policies and procedures for ambulance services
- Provide 24/7 operation by qualified emergency medical personnel
- Responsible for billing and collecting fees for services rendered
- Provide a schedule of fees
- Follow applicable laws and regulations
- Provide medical liability insurance
- Provide applicable employee insurance for personnel assigned to Teton County Ambulance Service District
- Provide ambulance service from time to time for special events

A contract for two years or more is anticipated.

Sealed bids should be sent to:

Teton County Ambulance Service District
89 N. Main, Ste. 1
Driggs, ID 83422
208-354-8776 (FAX)

Inquiries and additional details may be obtained by calling 208-354-8775 or emailing dfelchle@co.teton.id.us. Sealed bids must be received at the above address no later than 10:00 am July 14, 2008.

Teton County Ambulance Service District reserves the right to accept or reject any or all bids and to accept the bid deemed to be in its best interest.

Published May 23 & 30, 2008

AMBULANCE SERVICE AGREEMENT

SECTION ONE: Obligation of Teton Valley Health Care to Provide Emergency Medical Services and Ambulance Services.

1. Teton Valley Health Care (TVHC) agrees to provide Emergency Medical Services (EMS) and ambulance services to the Teton County Ambulance Service District (Ambulance District) on the following terms and conditions:

a. TVHC will provide ambulance services through Teton Valley Ambulance (TVA) on a 24/7/365 basis.

b. TVA will provide ambulance services to citizens within the boundaries of the Ambulance District (Teton County, Idaho), on the public lands surrounding the Ambulance District, and in the adjoining Wyoming lands on the west side of the Tetons, subject to agreement between Teton County, Wyoming Board of County Commissioners and Teton County Ambulance Service District Board of Commissioners. TVHC and TVA agree to comply with all duties, terms and conditions of any agreement between Teton County, Wyoming and Teton County Ambulance Service District. The current agreement between Teton County Wyoming and Teton County Ambulance Service District is attached hereto and incorporated herein.

c. **Annual Operating Budget.** The administration of TVHC and the Governing Board of the Ambulance District will prepare an annual budget for the delivery of EMS and ambulance services within the specified service area.

(1) TVA will develop an annual capital equipment reinvestment budget to be submitted concurrently with the annual operating budget.

d. All consumable medical supplies will be provided by TVHC.

e. TVHC will have the sole responsibility for operation of TVA and for establishment of policies and procedures for its ambulance services.

2. Provision of Ambulance Service.

a. Staffing. TVA will establish and maintain a schedule of qualified emergency medical personnel that are available to operate the ambulance service 24/7/365. These personnel will also provide on-site Emergency Room Technician support to healthcare provider staff at Teton Valley Hospital on a 24/7/365 basis and shall be supervised by the TVHC Director of the Emergency Medical Services Department, who reports to the TVHC Operations Manager (see Attachment A).

(1) TVA will provide emergency medical services at a minimum of EMT-Advanced level (Idaho Standards), whenever possible; and the requirements of Idaho Code § 56-1016 shall be met at all times.[1] .

(2) TVA will provide emergency patient transfer services, including an on-call standby crew, on a 24/7/365 basis. This crew will also be available to support Search and Rescue call-outs and other multi-casualty incidents as needed.

[1] Personnel during transport or transfer--There shall be at least two (2) crew members on each patient transport or transfer, with the crew member delivering patient care being, at a minimum, a licensed emergency medical technician (EMT). Each licensed EMS agency shall have a twenty-four (24) hour dispatch arrangement and shall respond to calls on a twenty-four (24) hour basis.

b. Vehicles and Equipment. The vehicles required to provide EMS services outlined in this agreement shall be three (3) ambulances. The Ambulance District shall furnish said ambulances for the use of TVA. The ambulances shall be equipped by the Ambulance District to at least the minimum standard set by the State of Idaho, Department of Health and Welfare, Bureau of Emergency Medical Services. Further, the ambulances shall be equipped to Alaska Standards for cold weather emergencies.

c. Billing and Collection. TVHC shall be responsible for billing and collecting fees for all EMS services rendered by TVA.

d. Regulatory Compliance. TVHC shall be responsible for ensuring that TVA complies with and provides ambulance services in accordance with all Federal, State, local and any other applicable laws and regulations.

e. Medical Direction. TVHC shall provide a licensed, privileged Medical Doctor to serve as Medical Director for TVA.

f. Insurance. TVHC medical liability insurance, including HIPAA coverage, extends to TVA and its staff as a department of the hospital.

g. Employee Benefits. All EMS staff shall be employees of TVHC and shall receive benefits, as they meet eligibility criteria, consistent with TVHC employment policies and procedures.

3. Special Events and Public Services.

a. Ambulance services may be requested by special interest groups. The Fee Schedule for such events and services is Attachment B to this Agreement. Fees received through the rendering of such services shall be billed and collected by TVHC and shall be retained by TVHC. Requisite ambulance(s) and EMS crew(s) will be scheduled by the EMS supervisor or his designee.

4. Public Education and Services.

a. TVA personnel will provide certified instructors and facilitate delivery of both fee-based and non-fee educational programs as follows:

(1) CPR/First Aid training and certification for community members.

(2) CPR/AED training and certification to Teton County Sheriffs Department, Teton County Fire Protection District and Teton County Search and Rescue.

(3) Cardiac emergency training for community members.

(4) Other public education programs as may become available; i.e., Kid's Camp; CPR Anytime; Car Seat Safety; recreation safety (helmet, safety equipment education); School District 401 vocational education; Pine Basin EMS weekend (high school student EMTs).

(5) Patient transport from hospital to residence within Teton County, per medical direction.

5. Mutual Aid.

a. TVA will support the Mutual Aid Agreement between the Ambulance District, the Teton County Fire Protection District, and TVHC. TVA has entered into a Memorandum of Understanding with Teton County Search and Rescue. TVA will also participate in all critical incident response programs, trainings, task forces, and emergency response teams relevant to Teton County. TVA will continue to participate in mutual aid relationships with surrounding counties.

6. Public Relations.

a. TVA will coordinate EMS Week; participate in elementary and private school presentations; participate in high school and middle school career weeks; maintain a presence at community celebrations.

b. Grants/Fundraising. In conjunction with TVHC staff, TVA will actively pursue grants and other funding sources that may be appropriate to provide equipment, education, training, and other resources for the benefit of TVA and the Ambulance District.

7. Plans for Future EMS Coverage within Teton County.

a. Currently, average response time from "En Route" to "On Scene" is eight minutes. This average includes the much longer drive times for responses to Grand Targhee Resort, and meets National Emergency Medical Services Statistical Information Systems standards of eight minutes or less.

b. Beginning in 2010, TVA plans to add one or two EMT-Paramedics to their staff each year.

Section Two: Obligation of Teton County Ambulance Service District.

1. Ambulances and Equipment.

a. It shall be the responsibility of the Ambulance District to provide all necessary ambulances and equipment to be utilized by TVA in the provision of emergency medical services.

b. All ambulances and equipment will be supplied at least at the minimum EMS service level (Advanced or Paramedic) as required by the State of Idaho, Department of Health and Welfare, Bureau of Emergency Medical Services; and as required by the local scope of practice as determined by the Medical Director and/or Director of the Emergency Department at TVHC.

(1) TVHC leadership will provide a capital equipment budget and requisitions to the Ambulance District on an annual basis, or as necessary during interim periods. Providing funds are available, the Governing Board of the Ambulance District shall approve all capital purchases and work in collaboration with TVA personnel to acquire ambulances and equipment necessary to provide the highest quality emergency medical care to patients in the pre-hospital setting.

(2) All ambulances and equipment shall be purchased and owned by the Ambulance District.

2. Ambulance and Equipment Maintenance.

a. It shall be the responsibility of the Ambulance District to contract for maintenance of all ambulances and equipment and to purchase fuel for the ambulances. Daily operational check-outs and weekly medical supplies and equipment inventory shall be performed by TVA staff.

b. Insurance. The Ambulance District shall be responsible for obtaining or otherwise providing property, casualty and liability insurance coverage for its ambulances, other vehicles and equipment.

c. Dispatch Services. TVA will be dispatched through the Teton County Sheriffs Office (TCSO) as part of the county-wide 911 system. The Ambulance District shall contract with the TCSO for dispatch service.

d. Ambulance/Equipment Housing. The Ambulance District will provide suitable housing for the ambulances and equipment. TVHC will provide adequate space for construction of an enclosed facility for housing the "on duty" ambulance at the hospital. Once it is built, TVHC will purchase

the enclosed facility from the Ambulance District through a five-year payment plan, which shall begin within 12 months after the new facility is placed into service.

e. Contract Payment. The FY 2010 contract fee for ambulance services per the terms of this contract shall be $371,848.00 Payment shall be made from the Ambulance District to TVHC in twelve (12) equal monthly payments of $30,987.00. Payments shall be made after the 15th but before the 30th of each month. Payments for subsequent years of this contract shall be determined during the annual budget process described in Section One, Paragraph 1c.

f. Meetings. The Governing Board of the Ambulance District shall meet quarterly with the CEO of TVHC; the Operations Manager of TVHC; the Medical Director of TVA; the Director of the TVHC Emergency Department; and the Supervisor of TVA to assure that the covenants of this agreement are being met. These quarterly meetings shall include a budget reconciliation report prepared by the clerk of the Ambulance District Governing Board and an operating report prepared by TVA.

g. Terms of Agreement. This agreement shall be effective commencing December 14, 2009 and continue for a period of five years unless terminated as provided herein.

h. Termination. This agreement may be terminated upon the mutual agreement of the parties, or as otherwise provided herein.

i. Conditions of Termination.

(1) If based on a material breach by another party, and that party's failure to cure such breach within ten (10) days. Should such failure exist, TVHC shall be obligated for a maximum of one-hundred eighty (180) days, but will be released of all obligations of this agreement at any other date, provided that the Ambulance District has in place an alternate provider for ambulance service in order to fulfill their commitment to the community.

(2) If based upon a determination, made in good faith, that the ambulance services described herein cannot be provided in an economically viable manner after the best efforts by all parties to provide an appropriate means to fund the ambulance services. One-hundred eighty (180) day notification is required for this cause.

(3) If based on a determination that any material provision of this Agreement violates applicable law or regulations and in such case that such violation is not cured, termination would be immediate. Should TVA become decertified by the State of Idaho, Department of Health and Welfare, this agreement would terminate immediately. TVHC will assist the Ambulance District in all ways possible in securing ambulance service to fulfill their commitment to the community.

j. Without Cause. This agreement may be terminated without cause by providing written notice to the other party one-hundred eighty (180) days in advance of the termination.

k. Notices. Unless otherwise specifically provided, any and all notices required or permitted under this agreement shall be in writing and shall be deemed delivered upon personal delivery or three (3) days after mailing thereof when properly addressed and deposited in the United States Mail, first class, postage paid. Notices shall be properly addressed if addressed to the parties as follows:

If to TVHC:
CEO, Teton Valley Health Care
120 E. Howard Ave.
Driggs, Idaho 83422

If to Ambulance District:
Governing Board, Teton County Ambulance District
Teton County Courthouse
89 N. Main
Driggs, Idaho 83422

This agreement is accepted by the undersigned parties as of: 12-14-09 (Acceptance Date)
And entered into the official minutes of the Teton County Ambulance Service District on:
12-14-09 (Meeting Date)

Accepted by:

Mitch Felchle — Date: 12/22/09
Mitch Felchle, Interim CEO, Teton Valley Health Care

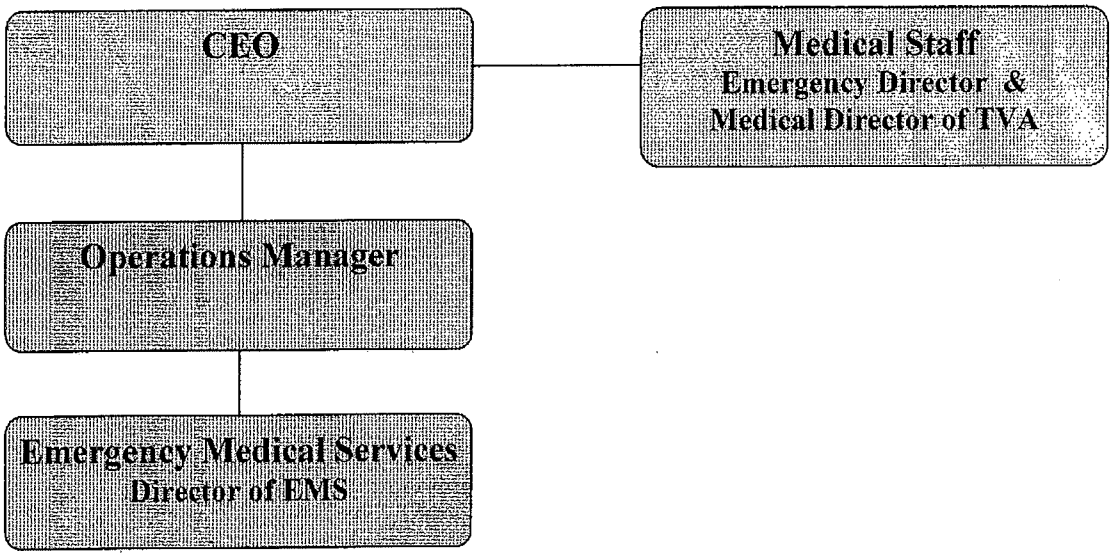
Date: 12-21-09
Larry Young, Chairman, Teton County Ambulance Service District

Date: 12/17/09
Bob Benedict, Commissioner, Teton County Ambulance Service District

Date: 12/17/09
Kathy Rinaldi, Commissioner, Teton County Ambulance Service District

ATTACHMENT A: TVA Personnel

As of December 14, 2009, the chart below illustrates the chain of command at Teton Valley Health Care as related to the Ambulance Service Agreement:



ATTACHMENT B: Ambulance Special Event Fee Schedule

In general, ambulance service requests by special interest groups will be charged a flat fee of $63.00 per hour. Provided:

1. Teton County Schools pay no fee;

2. Events sponsored by non-profit organizations in Teton Valley may be served at no, or reduced charge, if EMS leadership determines that such reduced charges are offset by the public relations benefits and goodwill created with a collaborative partner of TVA, thereby providing sufficient benefit to the ambulance district.

3. For-profit organizations sponsoring events that, in the judgment of EMS leadership have a likelihood of ambulance services needs, generally are charged the $63.00 per hour fee. Provided, however, if EMS and TVHC leadership believe ambulance coverage could significantly benefit TVHC both economically and in public relations benefits, then TVHC may opt to pay the costs of providing ambulance coverage for such events.

4. Free or reduced charges for ambulance services will be provided only if the ambulance service is available to offer said services.

Resolution 2013-1015B

OPENING FY 2013 BUDGETS FOR SEVERAL FUNDS

WHEREAS, the budgets for several Funds need to be updated to accurately reflect unanticipated revenue and related expenses and capital expenditures funded with Remaining Cash.

WHEREAS, the Board of County Commissioners published a legal notice and held a public hearing on October 15, 2013 in accordance with Idaho Code 31-1605;

NOW THEREFORE BE IT RESOLVED that the Board of Teton County Commissioners hereby unanimously adopt the revised budget totals as itemized below:

Fund	Salaries	Benefits	Other	Capital	Total
21 Special Planning Projects			5,500	$0	5,500
33 Road Levy				$80,000	80,000
44 E 911			5,000		5,000
54 Vessel			4,230		4,230
82 Fair			4,000	2,000	6,000
TOTAL	$0	$0	$18,730	$82,000	$100,730

DATED and done this 15th day of October, 2013.

BOARD OF TETON COUNTY COMMISSIONERS

Sid Kunz Kelly Park Kathy Rinaldi

Teton County 2013 Budget Opening

Public notice is hereby given that the Teton County Commission will meet October 15, 2013 at 3:45 pm in the Commissioners Meeting Room at 150 Courthouse Drive, Driggs, Idaho for the purpose of opening the current fiscal year budget at which time any taxpayer may appear and be heard upon any part of said budget changes.

Fund	Salaries	Benefits	Other	Capital	Total
21 Special Planning Projects			5,500	$0	5,500
33 Road Levy				$80,000	80,000
44 E 911			5,000		5,000
54 Vessel			4,230		4,230
82 Fair			4,000	2,000	6,000
TOTAL	$0	$0	$18,730	$82,000	$100,730

21 Utilize FY 2012 carryover and FY 2013 contingency for Economic Development Study

33 Utilize FY 2012 carryover for gravel overlays

44 Utilize FY 2012 carryover for Century Link phone lines

54 Utilize FY 2012 carryover to purchase wetsuits for SAR

82 Utilize FY 2013 fair revenue and insurance payment to replace bleachers & pay fair expenses

Published in the Teton Valley News October 10, 2013.

Other than the 2 Fair budget changes, all these changes were discussed + approved throughout the year. A formal budget hearing + opening is required if the changes increased the total dollar amount of the Fund budget as published in August 2012.

The next sheet lists all changes approved during the year. Only the changes above are included in Resolution 2013-1015 B.

-MLh

SUMMARY of Quarterly Changes for FY 2013 Budget Opening

Reason	Resolution #	Amount	Out of This Account	Description	Into This Account	Description	Date of Discussion
Use ICRMP pymt to upgrade courthouse security system	2012-1224	7,000.00	n/a	ICRMP claim payment #2013040364	01-09-800	Capital - New Courthouse	12/24/2012
Use ICRMP ins payment for replacement equip	2012-1224	11,110.81	n/a	ICRMP claim payment #2013040364	01-14-804	Capital - Computers & Hardware	12/24/2012
		$18,110.81	**Total increase to 01 General Fund budget**		***Spending less than budget; No budget opening required***		
Establish budget for county-wide sign inventory	2012-1224	1,000.00	01-18-526	Contingency	02-00-405-04	Intern	9/24/2012
Establish budget for county-wide sign inventory	2012-1224	1,000.00	01-23-486	GIS contracted services	02-00-405-04	Intern	9/24/2012
Establish budget for county-wide sign inventory	2012-1224	1,000.00	33-00-810	Engineering & GIS	02-00-405-04	Intern	9/24/2012
Establish budget for substitute snow plow drivers	2012-1224	5,000.00	n/a	Use remaining cash in Fund 2	02-00-402-05	Part Time Seasonal Employee	9/24/2012
Reimburse R&B fund for Great SnowFest assistance	2013-0411	1,000.00	01-18-526	General Fund Contingency	02-00-526	Road & Bridge Contingency	1/14/2013
Provide budget for oil furnace	2012-1224	9,000.00	R&B Reserve	Use remaining cash from Fund 3	02-00-802	Capital-R&B campus	11/26/2012
		$18,000.00	**Total increase to 02 Road & Bridge budget**		***Spending less than budget; No budget opening required***		
Establish budget for final payment for Economic Dev Study	2012-1224	2,323.00	n/a	Use remaining cash in Fund 21	21-00-485	Economic Development Consultant	3/12/2012
Establish budget for final payment for Ec Dev Study	2012-1224	3,177.00	01-18-526	Contingency	21-00-485	Economic Development Consultant	3/12/2012
		$5,500.00	**Total increase to 21 Spec Plan Projects budget**		***Spent more than budget; BUDGET OPENING REQUIRED***		
Received refund for controller returned to QED	2013-0411	2,233.26	n/a	Refund for FY 2012 purchase	23-00-899-02	Monitoring Wells	4/11/2013
		$2,233.26	**Total increase to 23 Solid Waste budget**		***Spending less than budget; No budget opening required***		
Gravel crushing paid with FY 2012 carry over	2013-0411	40,000.00	n/a	Use FY 2012 carryover	33-00-811	Gravel overlays	3/11/2013
Private truck gravel hauling pd with FY 2012 carry over	2013-0923	40,000.00	n/a	Use FY 2012 carryover	33-00-811	Gravel overlays	6/10/2013
		$80,000.00	**Total increase to 33 Special Road Levy budget**		***Spent more than budget; BUDGET OPENING REQUIRED***		
Provide additional funds for Law Enforcement Center	2012-1224	40,000.00	01-18-413	Med Ins premiums less than budgeted	41-00-810-02	Capital - Constrct Management	12/10/2012
Provide additional funds for Law Enforcement Center	2012-1224	85,000.00	01-18-526	Contingency	41-00-810-02	Capital - Constrct Management	12/10/2012
Provide additional funds for Law Enforcement Center	2012-1224	43,600.00	Gen Fund	Use $200K from GenFund remain cash	41-00-810-02	Capital - Constrct Management	12/10/2012
Provide additional funds for Law Enforcement Center	2012-1224	156,400.00	Gen Fund	Use $200K from GenFund remain cash	41-00-810-03	Capital - Construction Contracts	12/10/2012
		$325,000.00	**Total increase to 41 Building budget**		***Spending less than budget; No budget opening required***		
Increase budget for Century Link phone lines	2013-1015b	5,000.00	n/a	Use remaining cash in Fund 44	44-00-464	Century Link Phone lines	10/15/2013
		$5,000.00	**Total increase to 44 E911 budget**		***Spent more than budget; BUDGET OPENING REQUIRED***		
Increase budget for exhaust system at amb. garage	2012-1224	2,577.00	n/a	Use remaining cash in Fund 50	50-00-807	Capital - upgrade Ambulance Bay	11/15/2012
		$2,577.00	**Total increase to 50 Ambulance budget**		***Spending less than budget; No budget opening required***		
Purchase wetsuits for Search & Rescue	2013-0411	4,230.00	n/a	Use FY 2012 carryover	54-00-445	Waterways expenditures	2/25/2013
		$4,230.00	**Total increase to 54 Vessel/waterways budget**		***Spent more than budget; BUDGET OPENING REQUIRED***		
Increase budget for Fair Expenses	2013-1015b	4,000.00	n/a	Use unanticipated Fair Revenue	82-00-510	Fair Expenses	10/15/2013
Increase budget to purchase replacement bleachers	2013-1015b	2,000.00	n/a	Use ICRMP insurance settlement	82-00-800	Capital Improvement	10/15/2013
		$5,000.00	**Total increase to 82 Fair Board budget**		***Spent more than budget; BUDGET OPENING REQUIRED***		
		$465,651.07	**Total increase to all budgets**				