

County Commissioners' Meeting Agenda
Monday, October 27, 2014 - 9:00am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room



9:00 **Meeting Called to Order** – Kelly Park, Chair
Amendments to the agenda.

Executive Session per IC§67-2345 (1)(a) & (b)

9:30 **Open Mic** - *Public opportunity to address the board*

9:45 **American Insurance** – Travis Argyle

10:30 **DEPARTMENT BUSINESS**

Road & Bridge – Clay Smith, Supervisor

1. Harmony Engineering – project updates
2. Safety concerns at Felkins property near Vale View Road & Badger Creek intersection
3. Grant applications
4. Felt Pit – Relocation of Unsuitable Materials

Planning & Building - Jason Boal, Planning Administrator

1. Teton Valley Scenic Byway (relocation of W4000N, Packsaddle Road)
2. PZC letter re Code Studio
3. Heart R Ranch – Minor Plat Amendment

Clerk – Mary Lou Hansen

1. FY 2014 Quarterly Budget Review
2. Election Update

11:45 LUNCH with Rudd & Company auditors

1:00 Dog Control - Sheriff's Office

Administrative Business *will be dealt with as time permits*

1. Approve Available Minutes
2. Other Business
 - a. Sale of ESB to Fire District
 - b. Annual policy review
 - c. Imhoff Investments Application for Adjustment of Interest & Penalties
 - d. Sheriff's request to hire new deputy at rate greater than 86%
3. Committee Reports
4. Claims

ADJOURN

Upcoming Meetings

November 10 – COURTHOUSE CLOSED

November 11 – 8:30 am EODH Meeting; 9:30 Regular Meeting of the Board

November 11 – 6:30 pm Town Hall Meeting

November 12 - 10:00 am IAC Webinar, Agricultural Extension

November 24 – 9:00 am Regular Meeting of the Board

Mary Lou Hansen

Subject: FW: Oct. 27, 2014 Commissioner Meeting Agenda
Attachments: Renewal options 2015.xls; 2015 Dental Renewal teton.xlsx; BUY DOWN FINANCIALS.PDF

From: Travis Argyle [mailto:targyle@amerins-serv.com]
Sent: Thursday, October 23, 2014 3:44 PM
To: Mary Lou Hansen
Subject: RE: Oct. 27, 2014 Commissioner Meeting Agenda

Hi Mary Lou,

Attached is the information for BOCC for Monday. We were able to get medical down to 6.5% increase, Dental 3.8%, but County only pays half employee so really minimal increase to County. Life is a rate pass. I also included Buy Down financials like we discussed to functioning very well this year. Any questions please let me know.

Thank You,

Travis Argyle
208-529-3541
Fax- 208-529-4698
Toll free- 877-878-3541
<http://argyleinsurance.com/>



*For free life insurance quotes visit our life website www.americanquicklife.com

Teton County

Presented by American Insurance Service
 Medical Renewal Updated Options Effective 1/1/2015

Benefit	Regence Current In/Out of Network	Regence Renewal Option 1 Pref / Trad / Out	Regence Innova Renewal Option 2 Pref / Trad / Out	Regence Innova Renewal Option 3 Pref / Trad / Out	Regence H.S.A. Renewal Option 4 Pref / Trad / Out	Regence H.S.A. Renewal Option 5 Pref / Trad / Out
Deductible per family	\$5,000 3 x	\$5,000 3 x	\$5,000 3 x	\$5,000 3x	\$2500 Ind. Enrolled \$5,000 all other	\$3000 Ind. Enrolled \$5,000 all other
Coinsurance	70% / 50% / 50%	70% / 50% / 50%	70%/50%/50%	70%/50%/50%	80%/60%/60%	80%/60%/60%
Out-of-Pocket	\$1,350	\$1,350	\$1,350	\$1,350	\$5,000/\$10,000	\$5,000/\$10,000
Physician Co-Pay	\$30 / \$45	\$30 / \$45	\$40/\$55	\$30 / \$45	None	None
Diagnostic	\$400 First Dollar	\$400 First Dollar	\$400 First Dollar	\$400 First Dollar	Deductible	Deductible
Drug Co-Pay	\$10 Generic/ \$250 Ded. 35%/50%	\$10 Generic/ \$250 Ded. 35%/50%	\$10 Generic/ \$250 Ded. 35%/50%	\$10 Generic/ \$500 Ded. 35%/50%	Deductible besides preventive listed	Deductible besides preventive listed
Maternity EAP	Yes 4 Visits	Yes 4 Visits	Yes 4 Visits	Yes 4 Visits	Yes 4 Visits	Yes 4 Visits
Complimentary Care	None	None	None	None	None	None
Wellness/Preventive	100%	100%	100%	100%	100%	100%
Mental Health- Out	\$30/\$30/None	\$30/\$30/None	\$30/\$30/None	\$30/\$30/None	80%/80%/60%	80%/80%/60%
Mental Health- In	70% / 50% / 50%	70% / 50% / 50%	70%/50%/50%	70%/50%/50%	80%/80%/60%	80%/80%/60%
Monthly Total	\$35,239.80	\$37,533.20	\$37,161.90	\$37,021.50	\$34,082.20	\$33,417.40
Employee	\$330.00	\$344.60	\$341.20	\$339.90	\$312.90	\$306.80
Employee + Spouse	\$742.40	\$802.60	\$794.70	\$791.70	\$728.90	\$714.70
Employee + 1 child	\$471.50	\$492.50	\$487.60	\$485.80	\$447.10	\$438.40
Employee + children	\$627.20	\$655.00	\$648.50	\$646.10	\$594.80	\$583.20
Family	\$933.70	\$1,009.30	\$999.30	\$995.50	\$916.50	\$898.60
Annual Increase	6.51%	6.51%	5.45%	5.06%	-3.28%	-5.17%
	\$27,520.80	\$27,520.80	\$23,065.20	\$21,380.40	-\$13,891.20	-\$21,868.80

Teton County 2015 Dental Renewal Options

Presented by American Insurance Service

	<u>MetLife Current</u>	<u>MetLife Renewal</u>
Deductible	\$50 Basic /Major Only	\$50 Basic /Major Only
Family deductible	\$150 In Network/ Out Network	\$150 In Network/ Out Network
Preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Annual Maximum	\$1,000	\$1,000
Out of Network UCR	90%	90%
<u>Monthly Rates:</u>	Total/Employee portion	Total/Employee Portion
Employee 25	\$34.37/\$17.19	\$35.74/ \$17.87
Emp.& Spouse 5	\$70.43/\$53.24	\$73.25/ \$55.38
Emp& Child(ren) 2	\$74.47/\$57.28	\$77.45/ \$59.58
Family 18	\$110.53/\$93.34	\$114.95/\$97.08
Increase		3.80%

Note: County has been with MetLife since 2006 averaging 3.31% increase.

12:11 PM
10/01/14
Accrual Basis

Teton County Employee Benefit Plan
Profit & Loss
December 31, 2013 through September 30, 2014

	<u>Dec 31, '13 - Sep 30, 14</u>
Income	
4010 - Co Medical Contribution	406,229.74
4015 - Dental Contribution	20,659.58
4020 - Co Life Ins Contribution	8,843.36
4080 - Interest Income	6.96
Total Income	<u>435,739.64</u>
Expense	
5200 - Claims Paid	22,432.38
5400 - Medical Ins Premiums	346,314.48
5405 - Dental Insurance Premium	33,210.05
5410 - Life Ins Premiums	6,756.32
5475 - Legal & Accounting	2,822.00
Total Expense	<u>411,535.23</u>
Net Income	<u><u>24,204.41</u></u>

11:58 AM
10/01/14
Accrual Basis

**Teton County Employee Benefit Plan
Balance Sheet
As of December 31, 2013**

	<u>Dec 31, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
1050 - Cash In Bank - Checking	33,489.01
1080 - Cash In Bank - CD	<u>128,333.79</u>
Total Checking/Savings	<u>161,822.80</u>
Total Current Assets	<u>161,822.80</u>
TOTAL ASSETS	<u><u>161,822.80</u></u>
LIABILITIES & EQUITY	
Equity	
3500 - Fund Balance	123,218.77
Retained Earnings	37,705.55
Net Income	<u>898.48</u>
Total Equity	<u>161,822.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>161,822.80</u></u>

11:58 AM
10/01/14
Accrual Basis

**Teton County Employee Benefit Plan
Balance Sheet
As of September 30, 2014**

	<u>Sep 30, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
1050 - Cash In Bank - Checking	57,692.70
1080 - Cash In Bank - CD	<u>128,333.79</u>
Total Checking/Savings	<u>186,026.49</u>
Total Current Assets	<u>186,026.49</u>
TOTAL ASSETS	<u><u>186,026.49</u></u>
LIABILITIES & EQUITY	
Equity	
3500 - Fund Balance	123,218.77
Retained Earnings	37,705.55
Net Income	<u>25,102.17</u>
Total Equity	<u>186,026.49</u>
TOTAL LIABILITIES & EQUITY	<u><u>186,026.49</u></u>



Teton County Road and Bridge
70 W North Buxton
Driggs, ID 83422
(209) 354-2932

October 23, 2014

To: Board of County Commissioners
From: Clay Smith, Supervisor - Road & Bridge Department

Completed:

- North Leigh
- Spring Creek Bridge – W6000N (Egbert Rd), Purchased material to replace deck and stringers

Current:

- Culvert repair/installations
- Culvert Extensions
 - 3000W – by Badger Creek
- Culvert Extensions
 - 2000W – by Garry Hansens
 - 5000W – by Breckenridge Road
- Smith Canyon – Cattleguards are scheduled to be installed Tuesday, October 28, 2014 (weather permitting)
- Grading as weather allows

Next:

- Bridge Repairs – various as recommended by Contracted State Engineer (Richard Morrow)

Gravel Crushing:

Driggs – 5000T left to crush in Driggs

Discussion:

- Jeanne K Bailey, P.E. – LRHIP Grant (? Motion)
 - Letter of support ECHO – meeting October 28, 2014
- Harmony Engineering – Set for bid opening October 30, 2014, how do you want to award bid?



Teton County Idaho Public Works
Request for Bids
Bridge Scour Countermeasures

1) Purpose of Request:

The County of Teton in the State of Idaho ("County") is soliciting responses to this request for bids (RFB) for the construction and installation of scour countermeasures for three bridges as follows: 1) Badger Creek at Rammel Mountain Road, 2) Badger Creek at W10,000N, and 3) Spring Creek at N2000W.

2) Time Schedule:

The County will follow the following general timetable:

- a. Issue written RFB October 7, 2014.
- b. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on Tuesday, October 14, 2014. Questions received after the stated deadline will not be answered.
- c. Deadline for Submittal of Responses to RFB (opening):
 - i) The deadline for submitting the responses is Thursday, October 16, 2014 at 10:00 am local time.

3) Instructions to Proposers:

- a. All responses shall be sent to:
Teton County Clerk
150 Courthouse Drive
Driggs, ID 83422
- b. An authorized representative of the firm must complete and sign at least one (1) page of its bid.

4) Terms and Conditions:

- a. The County reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.
- b. The County reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- c. Any RFB response may be withdrawn up until the date and time set above for opening of the RFB responses.
- d. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on Tuesday, October 14, 2014. Questions may be submitted to Jennifer Zung via email to jen.zung@harmonydesigninc.com. Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms or conditions stated in the RFB, and changes to the RFB, if any, shall be made in writing only and issued in the form of an Addendum to the RFB and highlighted in the RFB.
- e. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all work as specified or indicated in the bidding documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding documents.
- f. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5) Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the bidding documents.
- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- d. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- g. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

6) Bidder's Certification

Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- e. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- f. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- g. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- h. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7) Scope of Work

The project, in general, is the construction and installation of scour countermeasures for three bridges located over Badger Creek at Rammel Mountain Road and W10,000N and over Spring Creek at N2000W. Reference specifications not provided include, Highway & Street Guidelines for Design & Construction in Teton County, Idaho Standards for Public Works Construction, and manufacturer guidelines as applicable. In general this project is comprised of the following as shown on the attached Construction Drawings dated October 6, 2014:

- o Mobilization & De-mobilization of equipment
- o Dewatering and BMP installation
- o Excavation of native creek material
- o Installation of geotextile fabric and riprap
- o Re-grading of native creek material
- o Placement of concrete (Spring Creek)
- Work must be completed by January 15, 2015.
- Contractor must be a Licensed Public Works Contractor.

Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

Bidder agrees to comply with prevailing wage requirements also known as the Davis-Bacon Act.

Pay request vouchers shall be submitted monthly to the Teton County Road and Bridge Department, 150 Courthouse Drive, Driggs, Idaho 83422.



Bidder Response Form

Bidder's Corporation/Partnership Name: _____

Bidder's Business Address: _____

Idaho Public Works License Number: _____

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

Bidder's Email: _____

By (Signature): _____

Name (typed or printed): _____

SUBMITTED ON: _____

Bridge Scour Countermeasures

Item No.	Description	Price
1	Mobilization, Dewatering, and Erosion Control	
2	Badger Creek and 10,000N Riprap Installation	
3	Badger Creek and Rammel Mtn Road Riprap Installation	
4	Spring Creek and N2000W Concrete placement	
	TOTAL	

Bid prices listed shall include all applicable taxes and fees.



PROFESSIONAL SERVICES AGREEMENT Bridge Scour Countermeasures

AGREEMENT made between TETON COUNTY (Governmental Entity), a political subdivision of the state of Idaho, herein "*ENTITY*" and _____ herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *ENTITY* engages *CONTRACTOR* to perform the work associated with the supply of Gravel Crushing Services associated with Exhibit "A" attached hereto. The actual quantities for each product supplied are below:

Item No.	Description	Price
1	Mobilization, Dewatering, and Erosion Control	
2	Badger Creek and 10,000N Riprap Installation	
3	Badger Creek and Rammel Mtn Road Riprap Installation	
4	Spring Creek and N2000W Concrete placement	
	TOTAL	

2. **PAYMENT:** *ENTITY* agrees to pay *CONTRACTOR* for all services rendered under this Agreement an amount not to exceed the total sum of _____. The parties agree that *CONTRACTOR* will invoice *ENTITY* for payment under this Agreement for services rendered herein. *CONTRACTOR* shall submit monthly invoices for the percentage for work performed for each task set forth in Exhibit "A" and Exhibit "B". If *ENTITY* and *CONTRACTOR* agree in writing the contract may be extended or increased.

3. **RIGHT OF CONTROL:** *ENTITY* agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *CONTRACTOR* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *ENTITY*. *ENTITY* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *ENTITY*.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *ENTITY* on behalf of

CONTRACTOR or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

6. LICENSES AND LAW: *CONTRACTOR* represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *ENTITY*.

8. WORKER'S COMPENSATION: *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *ENTITY* of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: *CONTRACTOR* shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. TERM: This contract will run through January 1, 2015. If work is not completed by January 15, 2015 *ENTITY*, at its sole discretion, may extend the contract term at no additional cost to the *ENTITY*. *ENTITY* may terminate the contract at any time. In the event that the contract is terminated, *ENTITY* shall pay *CONTRACTOR* for the percentage of all materials used and labor performed up to the date of termination.

It is mutually agreed that the time for the commencement and completion of the work will affect the progress of other work that the County can or will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule. In view of these facts, it is agreed, in the event the County recognizes suffering, County will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$500 per day for each calendar day that work remains uncompleted beyond the date specified for the completion of the work. Completion of the work will be when the Contractor produces the contract quantity specified +/- 5% by the Contract Date.

11. WARRANTY: *CONTRACTOR* warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: *CONTRACTOR* agrees to indemnify, defend, and hold harmless *ENTITY*, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of *CONTRACTOR*, *CONTRACTOR*'s agents, employees, or representatives under this Agreement.

13. INSURANCE: *CONTRACTOR* agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$ _____, which shall name and protect *CONTRACTOR*, all *CONTRACTOR*'s employees, *ENTITY*, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the *CONTRACTOR*'s acts. *CONTRACTOR* shall provide proof of liability coverage as set forth above to *ENTITY* prior to commencing its performance as herein

provided, and said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

19. BONDS: 100% payment bond and 100% performance bonds are required at the time this contract is executed.

DATED this _____ day of _____, 20_____.

ENTITY:

CONTRACTOR:

(Governmental Entity)

By _____
(Name)

By
Its _____

Its _____
(Title or Office)

WITNESS:

WITNESS:

(Signature of Witness or Notary Public)

(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney for _____
(Governmental Entity).

**EXHIBIT A
(Bid Documents)**

DRAFT

BRIDGE SCOUR COUNTERMEASURES TETON COUNTY, IDAHO CONSTRUCTION DRAWINGS - BID SET

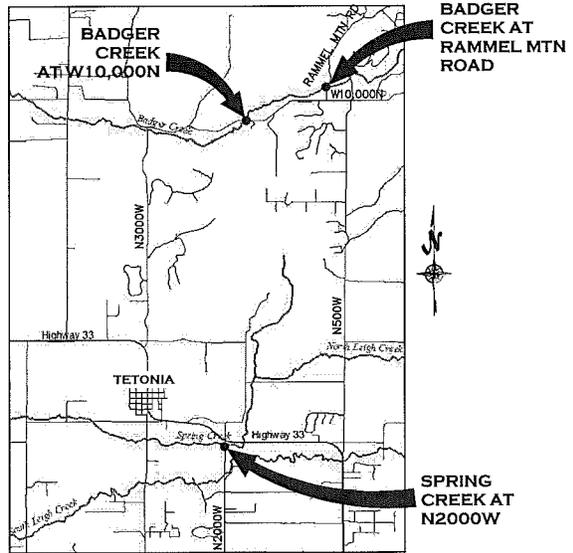
OCTOBER 6, 2014

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS. THE CONTRACTOR SHALL CALL "IDAHO DIG LINE" AT 1-800-342-1585 A MINIMUM OF 72 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS AND SAFETY CODES IN THE CONSTRUCTION OF ALL IMPROVEMENTS. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
3. NO IN-STREAM CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN THE CREEK WITHOUT FIRST OBTAINING NECESSARY PERMITS FROM THE ARMY CORPS OF ENGINEERS AND IDAHO DEPARTMENT OF WATER RESOURCES.
4. CONSTRUCTION OPERATIONS SHALL BE PERFORMED TO PREVENT EROSION, SEDIMENT, AND DEBRIS FROM ENTERING THE CREEK. IF DEWATERING IS REQUIRED, DISCHARGE SHALL BE DIRECTED TO A SETTLING BASIN OR OTHER BMP APPROVED BY THE DESIGN ENGINEER.
5. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMIT OF WORK. THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT ALL NATURAL LANDSCAPING, SITE FEATURES, AND EXISTING ROADWAYS OUTSIDE OF THE LIMITS OF WORK AS SHOWN IN THE DRAWINGS AND SHALL REPAIR AND REPLACE TO ORIGINAL CONDITION OR BETTER OR OTHERWISE MAKE GOOD AS DIRECTED BY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE ANY SUCH DAMAGE SO CAUSED.
6. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL CONSTRUCTION DEBRIS. STORAGE OF SUCH MATERIALS ON THE PROJECT SITE WILL NOT BE PERMITTED. THE CONTRACTOR SHALL LEAVE THE SITE IN SAFE AND CLEAN CONDITION UPON COMPLETION OF THE SITE CLEARANCE WORK.
7. IF REQUIRED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A NPDES PERMIT AND PREPARE A SWPPP PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
8. THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES, ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS REQUIRED FOR THE PROJECT.

INDEX OF DRAWINGS

- | | |
|--------|--------------------------------------|
| 1 OF 4 | COVER SHEET |
| 2 OF 4 | BADGER CREEK AT W10,000N |
| 3 OF 4 | BADGER CREEK AT RAMMEL MOUNTAIN ROAD |
| 4 OF 4 | SPRING CREEK AT N2000W |



VICINITY MAP
NOT TO SCALE

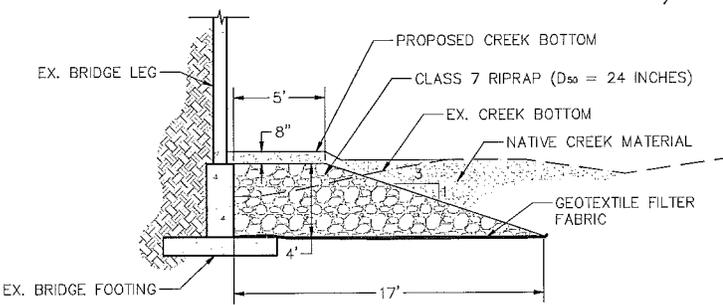
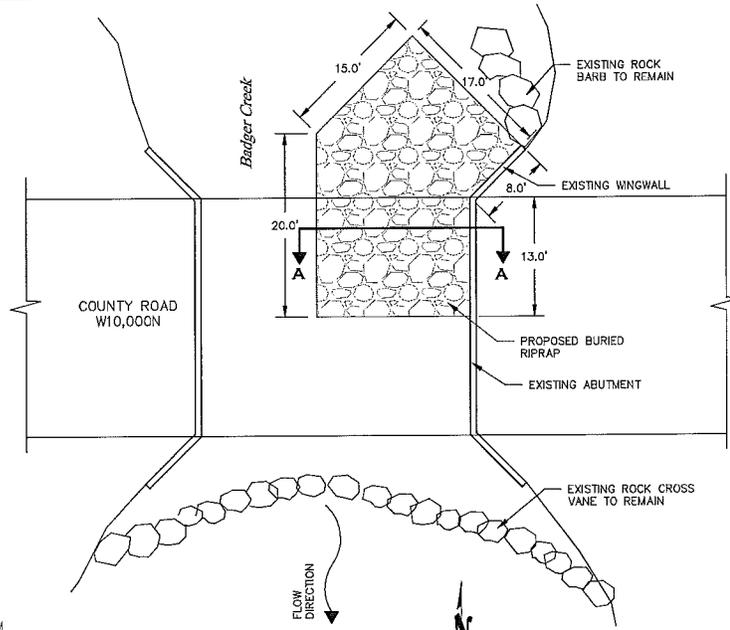


 HARMONY DESIGN & ENGINEERING 110 E. LITTLE AVE. • DINGESS ID 83402 T 208.345.1331 F 208.345.1332	
DATE: 10/06/14	REVISIONS:
SCALE: N/A DESIGNED BY: JZ DRAWN BY: JZ CHECKED BY: JZ PROJ. #: 13012791	
PROJECT NAME: TETON COUNTY, IDAHO BRIDGE SCOUR COUNTERMEASURES COVER SHEET	
SHEET #	
1 OF 4	

CALL BEFORE YOU DIG
 ONE CALL CENTER OF IDAHO
 1-800-342-1585
CALL A SERVICE AREA TO LOCATE
 BEFORE YOU DIG, GRAB, OR EXCAVATE
 FOR THE SAFETY OF UNDERGROUND
 UTILITIES.

NOTES

1. RIPRAP SHALL HAVE THE FOLLOWING GRADATION:
 CLASS 7 ($D_{50} = 24$ INCHES)
 $D_{10} = 14.5$ TO 21.0 INCHES
 $D_{30} = 23.0$ TO 27.5 INCHES
 $D_{60} = 31.0$ TO 37.0 INCHES
 $D_{100} = 46.0$ INCHES
2. GEOTEXTILE SHALL BE A CLASS 2 (PER AASHTO M288) WOVEN MONOFILAMENT OR NONWOVEN NEEDLE PUNCHED FABRIC. WOVEN MONOFILAMENT FABRIC SHALL HAVE PERCENT OPEN AREA $\geq 4\%$ NONWOVEN NEEDLE PUNCHED FABRIC SHALL HAVE POROSITY $\geq 30\%$ AND MASS/AREA > 12 OZ./SY. PROVIDE SUBMITTAL TO DESIGN ENGINEER FOR APPROVAL.
3. GEOTEXTILE SHALL BE PLACED SO THAT UPSTREAM STRIPS OVERLAP DOWNSTREAM STRIPS. OVERLAPS SHALL BE PLACED IN THE DIRECTION OF FLOW AND BE A MINIMUM OF 1.5 FT.



EAST ABUTMENT CROSS SECTION A-A
 SCALE: 1" = 5'

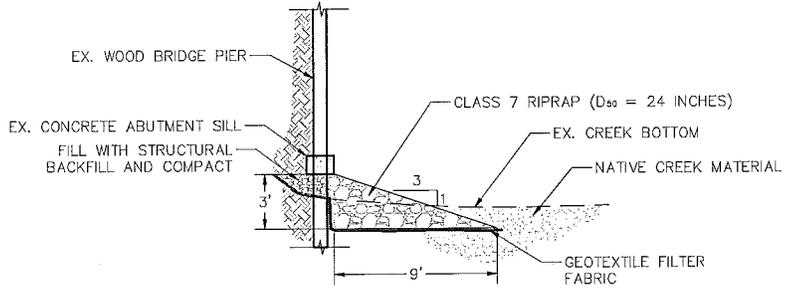
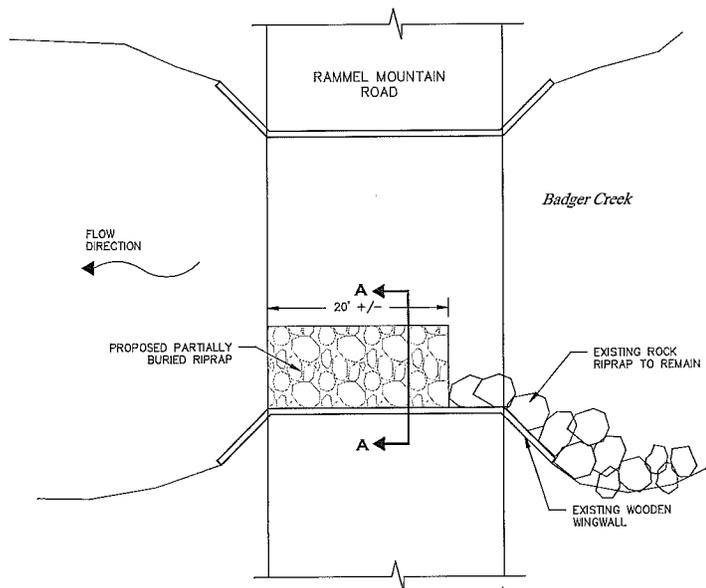
PLAN
 SCALE: 1" = 10'



HARMONY DESIGN & ENGINEERING 100 LITTLE LANE • DUBOIS ID 83422 T: 208.354.1311 F: 208.354.1322	
DATE: 10/26/2014	REVISIONS:
SCALE: N/A	ENGINEERED BY: JAZ
	DRAWN BY: JPE
	CHECKED BY: TDB
	PROJ. # 15012101
PROJECT NAME TETON COUNTY, IDAHO BRIDGE SCOUR COUNTERMEASURES BADGER CREEK AT W10,000N	
SHEET #	
2 OF 4	

NOTES

- RIPRAP SHALL HAVE THE FOLLOWING GRADATION:
CLASS 7 (D₉₀ = 24 INCHES)
 D₁₅ = 14.5 TO 21.0 INCHES
 D₃₀ = 23.0 TO 27.5 INCHES
 D₆₀ = 31.0 TO 37.0 INCHES
 D₉₀ = 48.0 INCHES
- GEOTEXTILE SHALL BE A CLASS 2 (PER AASHTO M288) WOVEN MONOFILAMENT OR NONWOVEN NEEDLE PUNCHED FABRIC. WOVEN MONOFILAMENT FABRIC SHALL HAVE PERCENT OPEN AREA ≥ 4%. NONWOVEN NEEDLE PUNCHED FABRIC SHALL HAVE POROSITY ≥ 30% AND MASS/AREA > 12 OZ/SY. PROVIDE SUBMITTAL TO DESIGN ENGINEER FOR APPROVAL.
- GEOTEXTILE SHALL BE PLACED SO THAT UPSTREAM STRIPS OVERLAP DOWNSTREAM STRIPS. OVERLAPS SHALL BE PLACED IN THE DIRECTION OF FLOW AND BE A MINIMUM OF 1.5 FT.



SOUTH ABUTMENT CROSS SECTION A-A
 SCALE: 1" = 5'

PLAN
 SCALE: 1" = 10'

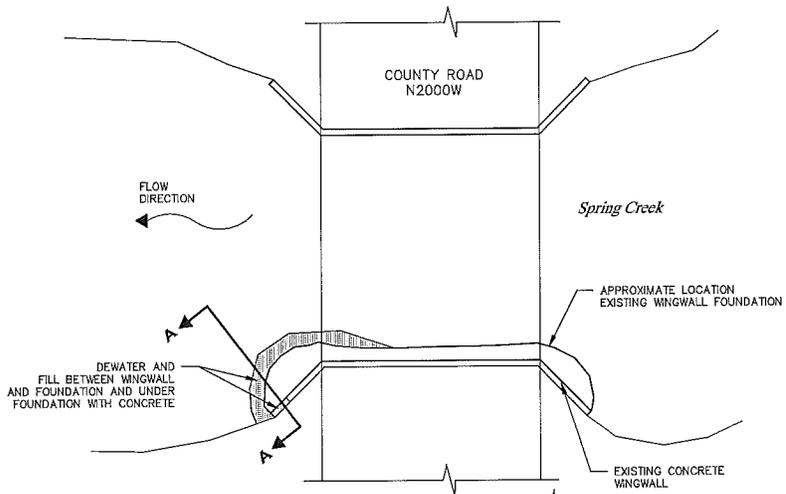


HARMONY DESIGN & ENGINEERING 105 E. LUTHER AVE. • DRUGGIST Bldg T. 208.334.1331 F. 208.334.1332	
DATE: 10/6/2014	REVISIONS:
SCALE: N/A	DESIGNED BY: JZ
DRAWN BY: JZ	CHECKED BY: JZ
PROJECT NAME:	PROJ. NO.: 13012-791-1
TETON COUNTY, IDAHO BRIDGE SCOUR COUNTERMEASURES BADGER CREEK AT RAMMEL MTN RD	
SHEET #	3 OF 4

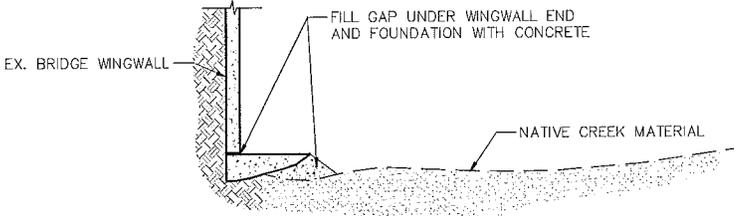
NOTES

- RIPRAP MATERIAL TO BE PROVIDED BY TETON COUNTY AND SHALL HAVE THE FOLLOWING GRADATION:
CLASS 5 (D₁₀₀ = 18 INCHES)
 D₁₀ = 11.0 TO 15.5 INCHES
 D₃₀ = 17.0 TO 20.5 INCHES
 D₆₀ = 23.5 TO 27.5 INCHES
 D₁₀₀ = 36.0 INCHES
- GEOTEXTILE SHALL BE A CLASS 2 (PER AASHTO M288) WOVEN MONOFILAMENT OR NONWOVEN NEEDLE PUNCHED FABRIC. WOVEN MONOFILAMENT FABRIC SHALL HAVE PERCENT OPEN AREA ≥ 4%. NONWOVEN NEEDLE PUNCHED FABRIC SHALL HAVE POROSITY ≥ 30% AND MASS/AREA > 12 OZ/SY. PROVIDE SUBMITTAL TO DESIGN ENGINEER FOR APPROVAL.
- GEOTEXTILE SHALL BE PLACED SO THAT UPSTREAM STRIPS OVERLAP DOWNSTREAM STRIPS. OVERLAPS SHALL BE PLACED IN THE DIRECTION OF FLOW AND BE A MINIMUM OF 1.5 FT.
- CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:
 TWENTY-EIGHT DAY COMPRESSIVE STRENGTH = 3000 PSI MIN. -- 5.75 SACKS OF TYPE II CEMENT PER CUBIC YARD
 SLUMP: 4" +/- 1 INCH
 MAX. WATER/CEMENT RATIO: 0.5

MATERIALS:
 CEMENT: ASTM 150, TYPE II
 COARSE AND FINE AGGREGATE: ASTM C33
 WATER SHALL BE CLEAN AND POTABLE.



PLAN
 SCALE: 1" = 10'



SOUTHWEST WINGWALL CROSS SECTION A-A
 SCALE: 1" = 5'

 HARMONY DESIGN ENGINEERING 100 SUTCLIFF AVE. • BOISE, ID 83725 TEL: 208.342.1101 F: 208.342.1122	
DATE: 10/6/2014	REVISIONS:
SCALE: N/A	DESIGNED BY: JZ
	DRAWN BY: JZ
	CHECKED BY: RBH
	PROJ. # : 13012-0761
PROJECT NAME TETON COUNTY, IDAHO BRIDGE SCOUR COUNTERMEASURES SPRING CREEK AT N2000W	
SHEET #	4 OF 4



Addendum #1
Bridge Scour Countermeasures RFB
Teton County, Idaho

1. The time for opening of bids has been changed to Thursday, October 30, 2014 at 10:00 a.m.
2. The deadline for submitting questions has been changed to Monday, October 27, 2014 at 5:00 p.m. Questions should be sent to jen.zung@harmonydesigninc.com and cc'd to csmith@co.teton.id.us.
3. Bids may be submitted in person to the Teton County Clerk or via email to jen.zung@harmonydesigninc.com and cc'd to csmith@co.teton.id.us.

End of Document

County Commissioners
Teton County Idaho
150 Courthouse Dr
Driggs, ID 83422

Dear Commissioners:

It has been requested that I provide a proposal for providing assistance in developing a grant application for the County. The grant will be a \$100,000 Construction grant through the Local Rural Highway Investment Program (LRHIP) administered by the Local Highway Technical Assistance Council (LHTAC).

I will work with the Road and Bridge group to identify the County's priority project and evaluate the viability for funding to make sure it will be a fundable project. I will keep the County informed as to how well I think the project will compete, based on my personal, professional experience in developing these grant applications the last four years. Once the project is identified, I will work with the Road and Bridge group to collect the information required by the grant application, compile, print, and deliver the application to LHTAC headquarters in Boise.

To date, I have personally completed over a dozen LHTAC grant applications with a very high success rate. I am very familiar with the process and how to make my clients more competitive in the process. Even such, there is never any guarantee that an application will be funded.

Based on my experience, I propose to complete all of this work for a fee of \$500.00. The application is due December 1, 2014, but I plan on having the grant delivered by November 20, 2014.

Thank you for your consideration of this proposal. I look forward to working with you.

Best Regards,

Jeanne K. Bailey

Jeanne K. Bailey, PE
Project Engineer

TITLE 40
HIGHWAYS AND BRIDGES
CHAPTER 23

Safety Concerns
@ Felkins property

MISCELLANEOUS PROVISIONS

40-2319. ENCROACHMENTS -- REMOVAL -- NOTICE -- PENALTY FOR FAILURE TO REMOVE -- REMOVAL BY COUNTY OR HIGHWAY DISTRICT -- ABATEMENT. (1) If any highway or public right-of-way under the jurisdiction of a county or highway district is encroached upon by gates, fences, buildings, or otherwise, the appropriate county or highway district may require the encroachment to be removed.

(2) If the county or highway district has actual notice of an encroachment that is of a nature as to effectually obstruct and prevent the use of an open highway for vehicles or is unsafe for pedestrian or motorist use of an open highway, the county or highway district shall immediately cause the encroachment to be removed without notice.

(3) If the county or highway district elects to remove an encroachment as provided for in subsection (1) of this section, notice shall be given to the occupant or owner of the land, or person causing or owning the encroachment, or left at his place of residence if he resides in the highway jurisdiction. If not, it shall be posted on the encroachment, specifying the place and extent of the encroachment, and requiring him to remove the encroachment within ten (10) days.

(a) If the encroachment is not removed, or commenced to be removed, prior to the expiration of ten (10) days from the service or posting the notice, the person who caused, owns or controls the encroachment shall forfeit up to one hundred fifty dollars (\$150) for each day the encroachment continues unremoved;

(b) If the owner, occupant, or person controlling the encroachment, refuses either to remove it or to permit its removal, the county or highway district shall commence in the proper court an action to abate the encroachment. If the county or highway district recovers judgment, it may, in addition to having the encroachment abated, recover up to one hundred fifty dollars (\$150) for every day the encroachment remained after notice, as well as costs of the legal action and removal; or

(c) If the owner, occupant or person controlling the encroachment fails to respond to the notice within five (5) days after the notice is complete, the county or highway district may remove it at the expense of the owner, occupant, or person controlling the encroachment, and the county or highway district may recover costs and expenses, as well as the sum of up to one hundred fifty dollars (\$150) for each day the encroachment remained after notice was complete.

(4) The duties referenced in the provisions of this section, whether statutory or common law, require reasonable care only and shall not be construed to impose strict liability or to otherwise enlarge the liability of the county or highway district. The county or highway district, while responsible for their own acts or omissions, shall not be liable for any injury or damage caused by or arising from the encroachment or the failure to remove or abate the encroachment as provided for in subsection (1) of this section. The provision of this section shall not be construed to impair any defense that the county or highway district may assert in a civil action.

(5) Nothing in this chapter shall be construed to limit, abrogate or supersede the provisions of this title governing the power, authority or jurisdiction of a county or highway district, including the authority to regulate the use of highways or public rights-of-way for pedestrian and motorist safety.

**FY 2014 REVENUE BUDGET to ACTUAL as
of September 30, 2014**

	Budgeted Revenue	Actual Revenue to Date	% of Budget
001 GENERAL FUND/CURRENT EXPENSE			
PROPERTY TAXES, penalty & interest	2,561,651	3,279,871	128%
LIQUOR ALLOCATION	75,000	85,931	115%
SALES TAX - Inventory Phase Out	155,000	172,952	112%
SALES TAX - Revenue Sharing	280,000	301,377	108%
Personal Property Tax Replacement		21,019	
State Ag Replacement	25,000	26,212	105%
PILT (moved from Building Fund)	95,000	0	0%
EMPG & Small Grants	23,818	40,247	169%
ASSESSOR'S FEES	67,700	75,988	112%
RECORDING FEES, PASSPORTS	106,600	79,263	74%
GIS USER FEES	2,000	2,000	100%
SHERIFF'S FEES	52,000	53,194	102%
INTEREST ON INVESTMENTS	4,000	6,477	162%
FEE FOR ADMINISTRATIVE SERVICES	171,872	171,872	100%
LAW ENFORCEMENT CONTRACTS	97,500	104,000	107%
PAYMENTS FOR DISPATCH SERVICES	149,995	149,196	99%
SALE/RENTAL OF COUNTY PROPERTY	8,400	10,537	125%
ELECTRICITY PROP TAX IN LIEU	50,000	51,932	104%
LICENSES (Marriage, Beer/Wine)	8,200	9,370	114%
BUILDING PERMIT FEE	50,000	92,478	185%
P&Z APPLICATION FEES	8,000	9,870	123%
SUBDIVISION PLAT/DEVELOPMENT FEE	0	795	
PASS THRU REVIEW FEES	8,000	6,644	83%
LEGAL NOTICES PAID BY DEVELOPER	0	0	
PAYMENTS FOR PROSECUTOR SERVICE	16,200	16,200	100%
OTHER REVENUE	4,800	9,310	194%
	\$4,020,736	\$4,776,735	119%
02 ROAD AND BRIDGE			
REMAINING CASH, transferred from Gen Fund	286,912	371,000	129%
PROPERTY TAXES, penalty & interest	0	4,843	n/a
HIGHWAY USERS ALLOCATION	900,000	889,519	99%
FOREST APPORTIONMENT	25,000	78,525	
GRANTS	0	0	0%
REIMBURSEMENT OF ROAD EXPENSES	25,000	37,841	151%
FEES & MISCELLANEOUS REVENUES	1,000	2,685	269%
	\$1,237,912	\$1,384,413	112%

06 DISTRICT COURT & JUVENILE PROBATION			
PROPERTY TAXES, penalty & interest	377,605	403,656	107%
CIGARETTE & TOBACCO TAX	23,100	26,662	115%
JUVENILE CORRECTIONS GRANT	27,200	27,162	100%
MILLENNIUM FUNDS (STATUS OFF)	1,775	2,600	146%
JAIBG & CIP Grants	4,500	1,119	25%
JUVENILE SUPERVISION FEES	5,000	3,619	72%
JUVENILE LOTTERY MONIES	4,000	3,186	80%
DRUG TEST FEES	2,000	1,159	58%
MENTAL HEALTH CARE GRANTS	12,000	8,869	74%
ANKLE MONITORING & CLASS FEES	1,150	0	0%
MOTOR VEHICLE FINES	35,000	26,607	76%
FILING FEES - COUNTY SHARE	7,000	5,349	76%
RESTITUTION	6,500	7,169	110%
ADMINISTRATIVE SURCHARGE FEE	5,000	5,259	105%
MISCELLANEOUS REVENUES	10,300	12,071	117%
	\$522,130	\$534,487	102%
23 SOLID WASTE			
SOLID WASTE FEES, penalties & interest	711,000	758,113	107%
REMAINING CASH, transferred from SW Reserve	240,000	240,000	100%
GRAND TARGHEE SOLID WASTE FEE	10,901	10,901	100%
INTEREST ON INVESTMENTS	0	719	
FRANCHISE FEES	23,500	28,429	121%
TIPPING FEES	400,000	500,611	125%
ALTA SOLID WASTE	28,682	29,797	104%
SALVAGE & RECYCLING REVENUE	35,000	58,120	166%
PAYMENT-IN-LIEU OF TAXES (PILT)		155,028	
MISCELLANEOUS	500	0	0%
	\$1,449,583	\$1,781,718	123%
44 EMERGENCY COMMUNICATIONS			
REMAINING CASH	75,654	75,654	100%
IDAHO 911 FEES	31,000	36,445	118%
WYOMING 911 FEES	9,000	2,611	29%
911 CELL FEES	70,000	82,233	117%
	\$110,000	\$121,289	110%
50 AMBULANCE			
PROPERTY TAXES, penalty & interest	498,434	544,804	109%
REMAINING CASH	69,502	69,502	100%
ELECTRICITY TAX IN LIEU OF PROP	8,000	7,179	90%
COUNTY EMS FEES -collected by DMV	2,700	3,162	117%
WYOMING AMBULANCE FEES	52,000	72,340	139%
	\$630,636	\$696,987	111%

FY 2014 EXPENSE BUDGET to ACTUAL as of September 30, 2014

Department	Budgeted Expense (as changed during year)	Actual Expenses to Date	% of Budget Spent
GENERAL FUND (Current Expense)			
Clerk/Auditor	152,784	149,218	97.7%
Assessor	267,094	252,193	94.4%
Treasurer	180,778	173,777	96.1%
Sheriff	1,026,100	985,949	96.1%
Commissioners	179,841	175,574	97.6%
Coroner	34,890	24,408	70.0%
Prosecutor	244,638	240,852	98.5%
Public Works Director	105,583	93,961	89.0%
New Crthse Bldg & Grounds	163,301	138,065	84.5%
Old Crthse Bldg & Grounds	11,330	11,054	97.6%
Emergency Mgt	65,731	65,471	99.6%
County Agent	59,523	57,671	96.9%
Information Technology	302,572	292,462	96.7%
Elections	54,530	52,794	96.8%
LEC Bldg & Grounds	17,660	13602	77.0%
General	319,748	263,909	82.5%
Dispatch	300,417	269,916	89.8%
Jail	108,613	107,876	99.3%
Planning	162,170	133,342	82.2%
Building	125,840	122,352	97.2%
GIS	103,850	97,929	94.3%
Emergency Services Bldg	10,650	10,077	94.6%
GENERAL FUND TOTAL	\$3,997,643	\$3,732,452	93.4%
Road & Bridge	1,392,662	1,232,093	88.5%
Court & Probation	522,130	512,935	98.2%
Elections - State Funds	63,000	42,355	67.2%
Indigent & Charity	103,550	31,612	30.5%
Revaluation	116,800	116,800	100.0%
Special Planning Projects	45,725	650	1.4%
Solid Waste	1,473,203	1,270,703	86.3%
Tort	118,107	118,107	100.0%
Weeds	81,300	79,185	97.4%
Road, Special	1,428,653	1,084,662	75.9%
Prosecutor's Special Drug	15,000	2,517	16.8%
Building	1,826,500	1,289,766	70.6%
Road Improve-Devel Donations	100,000	0	0.0%
Emergency 911 Commun	194,654	190,963	98.1%
Ambulance Service District	648,436	648,723	100.0%
Mosquito Abatement District	309,172	277,921	89.9%
Waterways/Vessel Fund	15,000	11,319	75.5%
Grants - FEMA Restoration	956,000	946,595	99.0%
Grants - Idaho E911	76,218	0	0.0%
Fair Board	112,658	109,978	97.6%
Arena	247,000	110,367	44.7%
Grants - All other	399,389	322,810	80.8%
Impact Fees	167,000	34,564	20.7%
GRAND TOTAL	\$14,409,800	\$12,167,077	84.4%

Dawn Felchle

From: Tony Liford
Sent: Wednesday, September 24, 2014 3:05 PM
To: Dawn Felchle; Mary Lou Hansen; Sid Kunz; Kelly Park; Kathy Rinaldi; Kathy Spitzer; cidrggs@ida.net; mayor@victorcityidaho.com
Cc: Kelly Wells; Mitch Golden
Subject: Animal Control

To all,

Initially during the budget cycle for 2015 we explored the various options possible for animal control in the county and cities.

I initially agreed to training all deputies in advanced techniques of animal control. After further review I have come to the conclusion that this would not address the concerns of the local government agencies in our area.

I believe a dedicated position of a non-sworn, part-time (no County benefits) employee would be the most effective solution. This employee would be dedicated solely to animal control and would not be involved in any other law-enforcement based calls.

I would like to schedule a meeting to revisit this issue, if possible on Oct. 13

Leading up to this meeting we will be looking into other counties solutions, grant possibilities and job descriptions.

Mary Lou, in the mean time, could you contact BDPA and request any examples or existing job descriptions and pay rates.

Sheriff Tony Liford
Teton County Idaho Sheriff's Office
230 North Main street
Driggs, Idaho 83422
208 354 2323
Tliford@co.teton.id.us

Confidentiality Note: The information contained in this message, and any attachments, may contain confidential and/or privileged material. It is intended solely for the person or entity to which it is addressed. Any review, retransmission, dissemination, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

more gravel this summer. He proposed using the Remaining Cash balance in the Housing Authority Fund plus the \$25,000 saved by delaying purchase of the R&B Supervisor truck. The Board would like to purchase a gravel pit in the Victor area and decided to include \$50,000 in the budget for that purpose. Regarding work on 7000S, Commissioner Kunz said he was not in favor of grinding up the asphalt to eliminate the overly-high crown. Mr. Mazalewski said a "gravel wedge" on the edge of the road could eliminate the problem in a less costly manner, while also eliminating the overly steep shoulders. Mr. Mazalewski said many county roads have steep shoulders, which create a rollover hazard. Steep road shoulders are re-shaped when gravel roads are rebuilt. Since the cities receive about \$250,000 of the \$1 million road levy, the Board asked if the county's Road Levy budget could show a \$750,000 total, rather than \$1 million. Clerk Hansen has discussed this possibility with the Treasurer and learned it is possible to adjust the tax turnover system accordingly. When a new bridge is built, Mr. Mazalewski said the county must pay engineering costs related to surveys, floodplains, scour protection and hydraulics; the bridge vendors pay engineering costs necessary to design the bridge to the county-specified load factors. The gravel overlay account 33-00-811 pays for contracted hauling, rolling and watering; county operators spread the gravel. Commissioner Kunz said the county must look at efficiencies and said the 4000S gravel overlay project should have been suspended when the gravel available in Driggs was used up, rather than being completed with gravel hauled from Felt.

PUBLIC WORKS DIRECTOR. Mr. Mazalewski said no engineering intern was hired this year due to timing problems. He has reduced his FY 2015 intern request to better align with the availability of potential interns. Mr. Mazalewski said all of his travel during FY 2015 will be paid out of his public works budget, rather than using Fund 2 for road-related meetings and Fund 23 for solid waste.

SHERIFF. Chief Deputy Kelly Wells clarified that just \$4,000 in training was needed related to the cell phone forensics grant. He requested that the Sheriff's capital request be increased by \$10,375 in order to purchase a new Intoxilyzer to replace the 13-year-old breathalyzer that is becoming unreliable. The Sheriff's cell phone request was discussed and Mr. Wells said it was not critical for the patrol deputies to have data plans with their cell phones. He distributed an updated organization chart for the Sheriff's office, including the re-instated Dispatch Supervisor position (Attachment #8). Mr. Wells notified the Board that the Sheriff's staff was going to take over the Sheriff's Work Detail previously operated by Kelly Circle.

OTHER BUDGET ITEMS. Clerk Hansen reviewed the Administrative Fee Calculation worksheet, which was created in order to accurately allocate general fund administrative expenses to funds with dedicated revenues, and prepared with suggestions from the county's outside auditor (Attachment #10). However, she said the Board is able to change any of the assumptions within the current worksheet, because many of the figures are derived from educated estimates about the number of hours involved in performing various tasks. Clerk Hansen plans to reduce the number of Road & Bridge employees from 12 to 11.5, since she has learned only three six-month truck drivers have been hired this year.

The Board discussed the Idaho Association of Counties' Capital Crimes Defense Fund and decided the county benefits from its annual payment (Attachment #10).

The Board decided that an honor system should be used in order to capture the \$1 per page revenue specified in State statute for copies of "recorded" documents. Clerk Hansen stressed that "recorded" documents subject to this fee are only those submitted to her office for recording, which are assigned a date, time and instrument number, then indexed and preserved permanently by the county.

The Board reviewed the cell phone request summary and made various changes. Many EODH requested cell phones for staff because texting is a frequent, necessary means of communication. The Board discussed whether a new stipend category—higher than for basic cell service, but lower than for a full data plan—might help control costs while fairly compensating employees who use their phones for county business.

→ ANIMAL CONTROL

Driggs Mayor Hyrum Johnson with Council Member Ralph Mossman and Victor Mayor Zach Smith with Council Member Molly Absolon, joined Sheriff Liford, Mr. Wells and the Board to discuss the proposed new animal control officer position, which had been identified as the best alternative during the Board's June 18

work meeting. The group reviewed information provided by Clerk Hansen regarding the estimated \$68,550 first-year cost for a new full time officer (Attachment #11). Mayor Johnson asked if it would be possible to train existing deputies to respond to animal control calls, rather than hiring an entirely new officer. Sheriff Liford said a dedicated animal control officer would provide much better service, but he is not opposed to training his deputies. Commissioner Kunz suggested that an instructor be hired to offer animal control officer training course locally in order to simplify the logistics and expense of training multiple deputies. The Sheriff's Office liked that idea and will investigate the options; they believe a \$10,000 training allowance should cover the costs.

The group agreed on a \$27,000 animal control budget for FY 2015: \$10,000 for training, \$3,000 for equipment and \$14,000 for an animal control vehicle. Since the dispatch statistics presented June 18 showed that 62% of the calls came from outside an incorporated city, the group agreed that the \$27,000 expense budget should be split 60% county, 20% Driggs and 20% Victor. Most of the county's share will be the in-kind contribution of a 2009 GMC Canyon truck to become the animal control vehicle. The first year budget will include zero revenue assumptions. However, funds received from all animal control related licensing, fines and fees will be tracked the first year in order to determine the amount available for FY 2016.

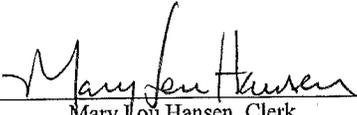
Mayor Johnson requested that Driggs receive a quarterly bill, rather than a semi-annual bill, for their Sheriff/Animal Control contract.

MOTION. At 6:21 pm Commissioner Rinaldi made a motion to adjourn, seconded by Commissioner Kunz and carried.



Kelly Park, Chairman

ATTEST



Mary Lou Hansen, Clerk

Attachments:

- #1 Public Defender Agreement
- #2 July 28 Tax Deed Sale
- #3 Forsgren letter re Preliminary Engineering Report
- #4 Updated timeline for landfill cap repair
- #5 Public Works update
- #6 Stateline Culvert bid comparison
- #7 Draft Minutes from June 23 Ambulance Service District meeting
- #8 Sheriff's Organizational Chart
- #9 Administrative Fee Calculation worksheet
- #10 IAC Capital Crimes Defense Fund
- #11 Animal Control Officer cost and information

Attachment # 11
 June 23, 2014 BOCC

Animal Control Officer Costs		
	Pay Grade 6	Pay Grade 8 (POST certified)
	@\$17.39	@\$21.05
Salary	36,171	43,784
FICA, Medicare	2,767	3,349
Workers Comp	517	1,567
PERSI	4,095	5,105
Medical	5,500	5,500
Total Personnel Expense	\$49,050	\$59,305
Vehicle (2009 GMC Canyon)	14,000	14,000
Equipment	3,000	3,000
Training (Level 1, Denver)	2,500	2,500
GRAND TOTAL - 1st year	\$68,550	\$78,805

TCSO DOG CALL TYPES - 2010 - YTD

6/18/2014

Call Type	2010	2011	2012	2013	2014 YTD
Vicious Dog	2	1	2	10	9
Animal Dog (Other)	404	422	416	207	60
Found Dog	*	*	*	74	29
Dog At Large	*	*	*	83	33
Lost Dog	*	*	*	107	40
Total	406	423	418	481	171

Vicious Dog	2	0
Animal Dog (Other)	32	9
Found Dog	13	5
Dog At Large	12	7
Lost Dog	14	10
Total	73	31

Vicious Dog	3	5
Animal Dog (Other)	40	7
Found Dog	14	5
Dog At Large	19	5
Lost Dog	26	5
Total	102	27

Vicious Dog	0	0
Animal Dog (Other)	7	0
Found Dog	0	0
Dog At Large	1	0
Lost Dog	2	1
Total	10	1

* Data was not seperated prior to 2013

Animal Dog (Other) are the following:
 Nuisance Dogs
 Barking Complaints
 Cruelty & neglect specific to dogs
 Dogs Harassing Cattle



NATIONAL ANIMAL CARE & CONTROL ASSOCIATION
- Referenced in Mt. Home Job Description



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NACA 100

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About NACA

Training

NACA 100 Training Academy

The National Animal Care & Control Association (NACA) was formed in 1978 for the express purpose of assisting its members to perform their duties in a professional manner. NACA believes its most important contribution towards solving our domestic animal problems is to make available to Animal Control agencies and personnel a comprehensive training program.

Who Should Attend

This program is designed for Animal Control Officers at the federal, state, and local levels, and for Police Officers, and Sheriff's Deputies who are responsible for animal control duties. In addition, those people interested in a career in the animal care and control field are welcome to attend. No previous animal control experience is required.

To be NACA certified as an Animal Control Officer, you must attend our Level I AND Level 2 training academy. NACA offers training in locations all over the United States. Check the calendar of events for a list of current training opportunities.

Please be aware that due to logistics and scheduling, NACA may not offer a program within your state. You may need to travel to a course near your location.

It is not necessary to have previous or current experience in Animal Care and Control to attend the Level I or 2 course. You must be 18 years of age to attend a NACA course.

Academy Information:

The National Animal Care & Control Association Training Academy was designed to be delivered in two levels. Upon successful completion of Level I and Level II, the National Animal Care & Control Association shall certify each participant and issue the appropriate documentation and certification pin. Successful completion of Level I and Level II shall include a minimum passing score of 80% on written examinations and mandatory attendance during all training sessions.

Both Level I and Level II will be five days (40 hours) in length. In addition to the National Certification participants will be awarded Certificates of Completion.

The Level I curriculum will include the following:

- Animal Diseases/Zoonosis/Basic Cleaning
- Animal Identification
- Animal Injury Identification and First Aid
- Basic Investigations
- Basic Law Overview (Constitutional Law/Civil Liability)
- Capture Techniques
- Case Report/Incident Collection/Citation Preparation
- Crisis Intervention/Officer Safety
- Companion Animal Behavior
- Courtroom Procedures and Testimony
- Ethics and Professionalism
- Euthanasia Overview
- Rabies/Quarantine Issues
- Shelter Operations

Each day begins at 7:30 am and ends at 4:00 or 5:00 pm, except on Friday when class ends at 12:00 pm (noon).

Tuition

Tuition for Level I will be \$525.00 per participant.

For any additional questions please check out our FAQ or email naca@nacanet.org.

Level II curriculum will include the following:

- Animal Cruelty Investigations (Companion/Exotic/Agriculture)
- Blood Spots (Dog and Cook Spillages)
- Crime Scene Photography
- Handling of Exotic, Wildlife and Agricultural Animals
- Media Relations
- Methamphetamine Identification and Animal Decantamination

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Latest News

- 6/12/2014 NACA Award Nomination Deadline Extended
- 5/29/2014 PeSmet Charities Emergency Grants
- 4/29/2014 2014 Annual Training Summit

Calendar

- 6/13/2014 - 6/27/2014 Level 2 - Denver, CO
- 7/14/2014 - 7/18/2014 Level 1 - Hartford, CT
- 7/21/2014 - 7/25/2014 Level 2 - Indianapolis, IN
- 8/4/2014 - 8/8/2014 Level 1 - Minneapolis, MN
- 8/18/2014 - 8/19/2014 Submissa completion Kansas City, MO

Level I course in Denver:
Sept. 27-30

- Officer Safety/Defensive Tactics (Classroom and Practical)
- Public Speaking
- Search and Seizure
- Stress Management/Compassion Fatigue

Each day begins at 7:30 am and ends at 4:00 or 5:00 pm, except on Friday when class ends at 12:00 pm (noon).

Tuition for Level II will be \$525.00 per participant.

For any additional questions please check out our FAQ or email naca@nacanet.org.

Level III curriculum will include the following:

The NACA Level III program will consist of four different Certification Workshops done in a week-long format. This format will enable an officer to attend individual workshops as needed by the Officer. The Workshops included are:

- Site Stick Workshop
- Chemical Immobilization Workshop
- Euthanasia Workshop
- Pepper Spray Workshop

For any additional questions please check out our FAQ or email naca@nacanet.org.

Tuition

Tuition for Level III will be \$575.00 for the full week of training. Tuition for individual workshops is as follows: Euthanasia - \$255.00; Chemical Capture - \$255.00; Bite Stick - \$180.00; Pepper Spray - \$105.00.

Level IV curriculum will include the following:

- Commercial Investigations - Pet Stores/Exhibits/Walking Animals
- Advanced Evidence Collection
- Interview and Interrogation
- Mass Animal Impoundment
- Emergency Animal Sheltering
- Animal Hoarding
- Agricultural Cruelty Investigations
- Bladders and Puppy Mills

Tuition for Level IV will be \$525.00 per participant.

For any additional questions please check out our FAQ or email naca@nacanet.org.

Training Site Selection

Training site locations will be chosen by the National Animal Care & Control Association based on a regional commitment by agencies in a given geographical area of the United States. Those agencies in a given area will need a minimum of 35 attendees to be considered for a Level I program.

Hosting a NACA Training Academy or Workshop

If you are interested in hosting a NACA Training Academy or workshop, please Click Here.

NATIONAL ANIMAL CARE & CONTROL ASSOCIATION

101 N. Church St.
Oletha, MO, 64501
Phone: 913-268-1319
Fax: 913-298-1378

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Sample

City of Mountain Home

Class Specification

Animal Enforcement Officer

Class Code Number: 161 Pay Grade: 8
 FLSA Designation: Non-exempt Effective Date: 10/10, 3/13

General Statement of Duties

Performs duties to ensure compliance with City of Mountain Home Animal Control ordinances and regulations & assist the Animal Shelter Superintendent with routine animal shelter duties; performs related work as required.

Classification Summary

The primary function of an employee in this class is to ensure compliance with City of Mountain Home Animal Control ordinances and regulations. The job requires effective customer service and communication skills to respond to complaints, explain regulations and seek compliance, sometimes controversial situations. The work is performed under the direct supervision of the Animal Shelter Superintendent, but considerable leeway is granted for the exercise of independent judgment and initiative. The principal duties of the position are performed in the assigned areas of responsibility, in a nearly constant outdoor environment, anytime of day or night, with exposure to all weather conditions. The position is also exposed to potentially dangerous animals, both domestic and wild, and requires confidence and self control to handle sensitive situations. Work in this classification requires the ability to work nights, weekends and holidays.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Responds in person and on the telephone to animal complaints and animal control enforcement issues from the public in a timely and courteous manner, ensuring compliance with the city's animal control ordinances;
- Investigates complaints and reports, determines the nature of the violations, advises complainant of enforcement actions and schedule, and works with violator to gain voluntary compliance;
- Patrols for loose animals, writes citations, and administers fines as outlined in City codes and ordinances for animal control violations;
- Conducts regular code reviews, makes recommendations for enforcement, amendments and updates;
- Advises and educates the public on violations, compliance, and other aspects of the animal control codes;
- Maintains inspection and enforcement files, documents, reports, logs, findings, correspondence, enforcement, and related records;
- Coordinates and facilitates emergency pick-up and recover requests;
- Supports and implements shelter programs and policies and general orders;

Animal Enforcement Officer

3

- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- To lift or help large animals (up to approximately 100 pounds) into a vehicle or enclosure;
- To deal with dangerous, vicious and/or aggressive animals, as well as disturbing matters such as handling injured or deceased animals;
- Observe legal and defensive driving practice. Have the ability to safely drive on imperfect weather (snow, ice, etc.);
- Operate a motor vehicle;
- Communicate effectively and establish and maintain effective working relationships with other governmental offices, various agencies and associations, other employees and the public, including in difficult and sometimes adversarial circumstances;
- Perform all work duties and activities in accordance with the city's policies, procedures and safety practices;
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations and established procedures;

Acceptable Experience, Training, and Background

- High school diploma or GED equivalency;
- One (1) to two (2) years experience in animal shelter operations and ordinance violation enforcement; and
- Successfully pass a detailed background check with no felony convictions; and
- Ability to receive training and certification from the National Animal Control Association within one year of hire, or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Valid Idaho State Driver's License is required.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate in person and by telephone;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to comprehend written work instructions, perform visual inspections in the field, prepare written documentation and reports, and maintain accurate files;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate animal control equipment and tools, standard office equipment, a personal computer, and a motor vehicle;
- Sufficient personal mobility, flexibility, agility, and balance, with or without reasonable accommodation, which permits the employee to work in an office environment and perform field enforcement work;
- Sufficient stamina to tolerate cold and heat while conducting field investigations in winter and summer.

- Keeps the Animal Shelter Superintendent and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of Animal Shelter operations and activities.

Other Duties and Responsibilities

- Performs other related duties as required.
- Respond to court request for contested citations.
- Keeps and maintains records of the vicious animals in the city.
- Make occasional oral presentations to school/groups/clubs to educate the public on animal care and issues.
- Mediates between multiple parties to resolve conflicts (property damage, animal fights).
- Ability to assess whether an animal is in distress, injured, or in poor condition for purposes of welfare checks.

Required Knowledge, Skills and Abilities

Knowledge of:

- City and county Animal Control ordinances and codes and applicable state laws;
- Public relations, communication, and customer service principals and techniques;
- Investigative methods, techniques, and objectives, including documentation and record-keeping;
- Enforcement methods and techniques, including notification, voluntary compliance, and administration of fines;
- Proper and safe animal apprehension, trapping, physical control, transportation, as required for the situation;
- Legal and proper communication and coordination with police department officers to neutralize animals posing a danger to the public;
- Have basic knowledge of city streets, landmarks, and surrounding area of impact;
- Required cleaning, handling, and care standards for Animal Shelter operations.

Ability to:

- Work independently;
- Ability to use sound judgment that is adequate for making quick and responsible decisions and recognizing and avoiding hazards;
- Ability to analyze and coordinate investigation of information in order to draw conclusive findings;
- Ability to logically and sequentially document thoughts and findings in writing;
- Participate in the humane euthanization of animals.
- Maintain strict confidentiality and impartiality;
- Investigate and document code and ordinance violations;
- Remain calm and professional under stress and when dealing with angry and/or frustrated citizens, particularly in face of provocation;
- Tactfully explain guidelines, regulations and policies;
- Impartially but firmly enforce codes, ordinances, and regulations;
- Prepare written reports and documents and maintain comprehensive records and files, including under pressure of legal and time-sensitive deadlines;

considerable outreach in order to identify potential projects. An up-to-date AHMP is required in order to obtain certain FEMA grants, such as those received for Badger Creek Bridge and restoration of Teton Creek. The Board decided not to allocate \$10,000 for re-activation of the public warning sirens in Driggs and Victor. They said sirens should be a city expense since they would benefit city residents.

FAIR & ARENA. Fair Board Treasurer Patty Petersen said the Board has been unable to develop a strategic plan. Three Fair Board members intend to end their service when their terms expire this fall. The Fair and Arena budgets were reviewed and adjusted as needed. The Board asked Ms. Petersen to investigate the cost of obtaining city water and sewer for the fairgrounds. They also discussed the process required in order to use Recreation Impact Fees for improvements at the fairgrounds.

SHERIFF Tony Liford, Chief Deputy Kelly Wells, and Administrative Manager of Operations Mitch Golden were present. They described the staffing challenges that occur when prisoner transports are required and said in-car video cameras would eliminate the need for two deputies when transporting female prisoners. The group discussed the Sheriff's request for an additional Patrol Deputy and an additional Investigator. Commissioner Rinaldi asked if the Civil Deputy could also be a transport officer, or whether an animal control officer could also handle transports. Commissioner Kunz asked if the Civil Deputy and Juvenile Probation Officer positions could be combined. The Sheriff said it might be possible to combine animal control and prisoner transport into a single job, but that the other combinations were not feasible. He said a sixth Patrol Deputy was his highest priority in order to provide sufficient coverage 24/7/365.

Mr. Wells and Sheriff Liford said four new vehicles were needed to be sure that everyone has the equipment needed to be safe. If the new cars are approved, they would replace the following vehicles:

2005	Dodge	Durango	157,600 miles
2006	Chevrolet	Trailblazer	97,400 miles
2008	Dodge	Durango	116,600 miles
2008	Dodge	Durango	105,400 miles

The Board will try to budget for three new vehicles. Sheriff Liford said the \$13,849 request from Search and Rescue could be cut to \$10,000. Commissioner Kunz said SAR should get rid of the two Humvees obtained at no cost several years ago. SAR has an inflatable raft, along with a trailer and motor.

TETON VALLEY COMMUNITY ANIMAL SHELTER Board Member Keith Gnagey reviewed the Shelter's request to continue receiving \$800 per month from the County. They are working with Roy Moulton to obtain ownership of the facility; until that happens, they will continue to lease the facility for \$1 per year.

ANIMAL CONTROL. Mr. Gnagey and Driggs City Council Member Ralph Mossman joined the Sheriff and Board to discuss animal control. Sheriff Liford said Driggs wants to re-negotiate their contract with him in order to include animal control and quarterly meetings between the Sheriff and Council. He distributed a dispatch call summary showing that over one-half of the dog-related calls come from outside the city limits of Victor, Driggs or Teton (Attachment #2). The group discussed various possibilities and options, along with how to fairly allocate the expenses. If the community desires animal control, Sheriff Liford said a full time animal control officer would be the best alternative. Clerk Hansen will estimate the cost of hiring, training and equipping such an officer for further discussion June 23.

● **MOTION.** At 6:05 pm, Commissioner Kunz made a motion to recess the meeting until 9 am on Friday, June 20. Motion seconded by Chairman Park and carried.

ANIMAL CONTROL

Driggs City Councilman Ralph Mossman reviewed the history and activities of the Animal Control Committee established by the City of Driggs last year (Attachment #3). The Committee believes there is significant need for an animal control officer and has discussed various ways of funding such a position. Collecting a per household fee of \$10 would raise about \$43,000 per year, while selling dog licenses might raise \$5,000. Mr. Mossman said committee members have two different views about licensing: some think licensing is good because it forces people to be responsible dog owners, while others think licensing costs the county money and dog owners should simply be required to put a rabies tag and ID on their dog.

Chairman Park said he would support licensing but would not support a per household fee since many homeowners do not have a dog and he does not want to burden senior citizens. Commissioner Kunz said dog control was a city problem, not a county problem. Sheriff Liford said his office does receive calls about dogs in the county but that most of the calls come from the cities.

Prosecutor Spitzer said the Sheriff's office and her office deal frequently with dog control issues, but the county doesn't have funding for a dog control officer. She said the issue boils down to whether the community wants dog control or not. Licensing won't raise enough money to fund a dog control officer whereas a per household fee would provide the funds necessary to hire and equip such a person. Ideally, a per household fee could be eliminated after a program was in place because the fines charged to non-compliant dog owners would fund the services provided by the animal control officer.

Commissioner Rinaldi said a per household fee was worth considering in order to start an animal control program and wondered if the fee could be placed on a ballot so voters could decide. Assessor Beard said levying a per household fee requires that an individual entry be made on every parcel affected by the fee.

Sheriff Liford said a dog catcher does not need to be POST-certified and could, perhaps, also work as a city resource officer to provide code enforcement activities within the cities. If a dog catcher were a sworn officer, Commissioner Rinaldi said the position could help alleviate some of the Sheriff's overtime issues. He said animal control is a high priority for many county residents, but declined to express approval or disapproval of any particular funding method.

Mr. Mossman said a full time community resource officer would cost about \$40,000 per year, plus the cost of a vehicle and equipment. He thinks dog licensing should be implemented. Clerk Hansen said the committee has devised a good system for selling and tracking licenses if the Board desires to do so. However, she has spoken with folks in both Bingham and Bonneville counties and is discouraged about the revenue-raising possibilities of dog licensing. Bingham County sells about 300 dog licenses per year, while the City of Blackfoot sells 300-500.

Since the cities would receive most of the benefit, Commissioner Kunz said the cities should consider charging their residents a per household fee via their water/sewer bills. Mr. Mossman will discuss this possibility with Driggs and Victor.

EMERGENCY MANAGEMENT

Emergency Management Coordinator Greg Adams reviewed his monthly report (Attachment #4). The Teton Creek restoration grant will not be closed until later this summer since repairs might be needed after the spring runoff. A new CLOMR will be requested after the project is complete.

The Board approved Mr. Adams' request to perform weekend consulting work for a Fremont County wildfire fuels assessment project since it will not interfere with his Teton County schedule or responsibilities.

LAW ENFORCEMENT CENTER

For several weeks, Mr. Adams has been spending most of his time coordinating the move into the new building. The move will commence April 16 and all offices will re-open in the new building on April 21.

History:

The Animal Control Committee was established in early 2013 by the City of Driggs to:

"... provide the City of Driggs with an enforceable system for reducing the number of dogs at large and related conflicts, improving pet licensing, improving the neutering rate of pets, strengthening support for the existing animal shelter, and reducing the number of lost and abandoned pets in the City of Driggs."

It should also be noted that the animal shelter is dependent on the cities and the county for much of its funding, and one of our goals is to reduce that dependency on government and shift it to those who use the shelter and create the demand for animal control services, i.e. animal owners and particularly those whose dogs become nuisances.

Very early on in the process it was decided to include the City of Victor and the County in our group, and our current participants on this committee are:

Teton County Sheriff - Tony Liford (Advisor only)
Driggs Councilmember - Ralph Mossman
Victor Councilmember - Molly Absolon
Teton County Prosecutor - Kathy Spitzer (Advisor only)
Veterinarian - Summer Winger
Animal Welfare Advocate - Aska Shriroril-Langman
At-large member - Julie Gow

Please note that recommendations from this Committee are not specifically the recommendations from the above listed as Advisors, who we heard from, but who are not personally endorsing these recommendations.

The problem:

As mentioned above, we would like to see support for the animal shelter come largely from those benefit from it and use it. That said, animal control itself is a matter of health and welfare of the citizens, and a necessary function of local government with some direction provided by Idaho Statute.

Beginning in 2000, the Teton Valley Humane Society funded a Teton County had an Animal Control Officer, and the county leased an animal control vehicle and tools from the Humane Society. This arrangement ended about 10 years ago, and since then the truck and tools have disappeared.

Adding a Community Resource Officer would cost the County about \$40,000 per year for salary and benefits, and supplies for animal control would need to be purchased. The \$10 fee per household for 2 years should be enough to capitalize and supply the position, and income from licensing would support reducing that fee in the future. The Community Resource Officer would also be responsible for reducing the feral cat population, and would be available for other Code enforcement in the County and Cities, as time allows. Code enforcement from this position would lower those costs to the Cities and County, who are currently paying for that enforcement with higher paid employees.

Adjustments to TVCAS fees and other fines would help to support the animal shelter and contribute to animal control funds, and we expect the amounts needed to support the TVCAS from the Cities and County to also go down as a result, thus freeing up money to be used to reduce the household fees, or invest elsewhere.

Conclusion:

Adoption of this proposal will support animal control throughout the County and Cities, at an initial, additional cost to households. It will reduce government liability and protect the citizens.

Within a few years, the money needed to support animal control will largely shift to those who have dogs and use the shelter, and local government will have the choice to reduce household fees or enhance the program.

Questions for the County Commissioners:

Would you support the fee and/or license proposal?

Do you have any other ideas or concerns we should be addressing?

Lack of animal control in the meantime, has led to increased problems, loss of funds from licensing, a continuing rise in the number of feral cats, and a general laissez-faire attitude around pet responsibility. It is also a liability to the County and Cities, particularly since the laws on the books are not being enforced.

It will take an initial financial investment to get us back on track by both the County and Cities. This investment should result in lower costs to the taxpayers after a few years. In addition, it will take a concerted educational effort, which this committee is willing to take on, to change the attitudes of pet owners in the County and further reduce the costs of animal control.

Proposal:

We believe a combination of licensing, fees, and adjustments to fines and shelter fees will enable the County and Cities to once again support animal control here.

Licensing is the first step in this process. Licensing functions as an efficient means of keeping track of dogs and raising funds from dog owners from the sale of tags or fines for failure to do so. Licensing is the first component of responsible dog ownership.

Reasonable fees to each household in the County are the second component of this program, and serve to raise the capital needed to support animal control. We believe that this amount should be reduced within a few years once the program is functional, supplied, and more self-supporting.

Adjustments to Shelter fees and fines are the final component of equitable funding for this program. Shelter fees will need to be adjusted to encourage those whose dogs get picked up to neuter their animals and license them before retrieving them, thus lowering the problems of roaming dogs, reducing the numbers of repeat offenders, and ensuring dogs get back to their owners as quickly and at the least cost possible. The additional benefit of adjustments to these fees is to make those who use the shelter be more responsible for supporting it financially.

Fines also need to be adjusted, particularly to make some of them administrative violations rather than misdemeanors, as a way of simplifying government's role in these violations and reducing the total costs and hassle to the dog owner.

Finances:

In FY 2014, the Cities and County contributed \$24,600 to the shelter (TVCAS), \$7500 each from Driggs and Victor, and \$9600 from the County. There is very little money coming to the County from the sale of licenses, and no expenses being paid for a dedicated animal control officer.

The sale of licenses would hopefully raise roughly \$5000.

A fee of \$10 per household would raise roughly \$43,000 per year.

COMMISSIONERS PRESENT: Sid Kunz, Kelly Park, Kathy Rinaldi

OTHER ELECTED OFFICIALS PRESENT: Prosecutor Kathy Spitzer, Clerk Mary Lou Hansen, Assessor Bonnie Beard

Chairman Park called the meeting to order at 9:08 am and led the Pledge of Allegiance.

PUBLIC HEARING - Dog Licensing Fee

Chairman Park said the county currently charges a single \$7.50 per year dog licensing fee and proposes adding two additional fees to the county's fee schedule: (1) increase the license fee for a non-neutered (intact) dog to \$32.50; and (2) Establish a \$100 annual fee for Dog Breeders. The license fees will help provide funds needed for animal control activities. He opened the hearing for public comment.

IN FAVOR. Driggs City Council Member Ralph Mossman said he is chair of a committee working to re-write and standardize the dog ordinances for Victor, Driggs and Teton County. He said the committee had proposed the two new fees and that dog breeders have expressed support of the \$100 breeder fee. He said the logistics for maintaining and sharing the licensing data still needed to be worked out.

NEUTRAL. Mark Ricks said the county shouldn't adopt new regulations until current laws are enforced.

OPPOSED. None

Chairman Park closed the public comment portion of the hearing.

In regards to Mr. Ricks' comment, Prosecutor Spitzer said the county already has a dog ordinance which requires every dog owner to obtain a license, and that no new regulations are being proposed. She said Mr. Ricks does make a good point in that the current licensing requirement is not enforced due to the lack of a good licensing system. She asked the Board whether or not the county wants to license dogs.

Commissioner Kunz said he doesn't support more regulations, yet lives in the city of Victor and his livestock are constantly harassed by dogs. He believes people should be responsible for their dogs, yet knows of several dogs in his neighborhood that live outside. He would like to know how the county will enforce the ordinance before it is adopted.

Chairman Park believes dog licensing is a great idea because it gives deputies a way to know who owns dogs causing problems. He said the county has been working on enforcement issues.

Commissioner Rinaldi pointed out that today's hearing was just about adding two new fees to the existing licensing ordinance. However, there must be a way to prevent dogs running free and enforcement is the larger discussion. Since there is a committee trying to solve the problem, she sees no reason to delay the new fees.

● **MOTION.** Commissioner Rinaldi made a motion to increase the licensing fee for a non-neutered dog to \$32.50 and to add a \$100 Breeder's Fee. Motion seconded by Chairman Park.

Commissioner Kunz asked if the county was going to start fining people right now and Prosecutor Spitzer said an educational effort would take place first. Commissioner Rinaldi said the Sheriff's office receives many complaints about dogs.

The motion carried unanimously.

● **MOTION.** Chairman Park made a motion to adopt Resolution 2014-0224 establishing fees effective Feb. 24, 2014. Motion seconded by Commissioner Rinaldi and carried unanimously. (Attachment #1)

COMMISSIONERS PRESENT: Sid Kunz, Kelly Park, Kathy Rinaldi

OTHER ELECTED OFFICIALS PRESENT: Prosecutor Kathy Spitzer, Clerk Mary Lou Hansen, Sheriff Tony Liford, Assessor Bonnie Beard

Chairman Park called the meeting to order at 9:00 am and led the Pledge of Allegiance.

LAW ENFORCEMENT

DOG LICENSING FEES. Driggs City Council Member Ralph Mossman described the Animal Control Committee established by the City of Driggs. Currently, the county has a single \$7.50 fee for dog licenses. The Committee would like an additional fee of \$25 for "intact" (unneutered animals), for a total of \$32.50. They also recommend creating a \$100 "Dog Breeders" fee which would provide a breeder with six dog tags that they could use as needed (Attachment #1). Council Member Mossman said there are very few breeders in the county; the breeders support the concept and relatively low cost of the proposed Dog Breeders fee.

Commissioner Rinaldi said animal control equipment needs should be discussed in the future, since the county may have old vehicles not being used. Council Member Mossman said the county purchased animal control equipment sometime in the past, but that the current location of that equipment is unknown.

● **MOTION.** Chairman Park made a motion to hold a public hearing regarding the proposed new fees. Motion seconded by Commissioner Rinaldi and carried unanimously.

The Board decided to hold the hearing March 10, but later in the meeting changed the date to Feb. 24.

SEARCH & RESCUE (SAR) EQUIPMENT NEEDS. Chief Sheriff Deputy Kelly Wells said the SAR team has four vehicles, plus the new Quick Response Vehicle now being purchased. The four vehicles include one truck; one Suburban, which is on its last legs; and two Humvees obtained from the military at no charge. Both Humvees have mechanical issues, but parts from one could be used to get the other running.

Commissioner Rinaldi said she would like to see an inventory of all SAR equipment, plus a list of what additional equipment is needed, including snow machines, ATVs, etc. She also requested information about life expectancy and maintenance costs for all SAR equipment. Commissioner Rinaldi said she opposed the acquisition of the two "free" Humvees and is disappointed to learn that one is not even working. She reminded everyone that, "We don't need to acquire 'stuff' without a strategy." Chief Deputy Wells said it may be best to give the Humvees back to the Feds. He will provide the information requested.

VIDEO EQUIPMENT FOR PATROL VEHICLES. Prosecutor Spitzer provided a memo (Attachment #2) proposing the purchase of a complete video system for one patrol vehicle using \$2,500 from the Prosecutor's Special Drug Fund, provided that several conditions are met before the purchase is made. If used properly, the video equipment will protect deputies from erroneous allegations, reduce county liability and enhance prosecution. IT Technician John Leidorf described how the video equipment would operate. Commissioner Rinaldi asked about the quality of the video and whether competing bids were obtained. Mr. Leidorf and Sheriff Liford said the vendor selected provided the best price, video quality and warranty. Prosecutor Spitzer said they intend to purchase and test a single video system before committing to additional purchases. Commissioner Rinaldi said she was okay with the no-bid purchase as long as the system could be returned if it doesn't work. She said any additional cameras should be included in the Sheriff's FY 2015 budget request, not purchased with contingency funds.

● **MOTION.** Commissioner Rinaldi made a motion to approve use of \$2,500 from the Prosecutors Special Drug Fund to purchase and install one complete video system. Motion seconded by Commissioner Kunz and carried unanimously.

SERVER ROOM HARDWARE REQUESTS. Mr. Leidorf reviewed his equipment requests for the new Law Enforcement Center (Attachments #3 and #7). Although all existing equipment will be moved into the new building, additional switch capacity, racks and battery backup units are needed.

PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS PURCHASE OPTION and RIGHT OF FIRST REFUSAL AGREEMENT is made and entered into effective this ___ day of October, 2014, by and between the Teton County Fire Protection District (the "Optionor"), and Teton County, Idaho (the "Optionee").

A. Recitals

In conjunction with this Agreement, Optionee has sold to Optionor, and Optionor has purchased from Optionee, certain of Optionee's real property located in Teton County, Idaho (the "Property"). Optionors have agreed to grant and convey to Optionees a Purchase Option and Right of First Refusal to purchase back the Property. The parties have executed this instrument in order to set forth the terms and conditions of their agreement regarding the Optionee's purchase option and right of first refusal to purchase the property back from Optionor as described hereafter.

B. Description of First Refusal Property

The property owned by Optionor as of the date hereof, which Optionor is granting Optionee a Purchase Option and Right of First Refusal to purchase upon the terms and conditions set forth hereafter, is known as 911 North Highway 33, Driggs, Idaho and is more particularly described as follows (the "Property"):

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho:
Section 26: Beginning at a point that is 50 feet East and 258.4 feet south of the N1/4 corner of Section 26, that point being the Point of Beginning; thence running East 86.35 feet; thence South 200 feet; thence West 86.35 feet; thence North 200 feet, to the Point of Beginning.

C. Purchase Option

For ten dollars (\$10.00) and other good and valuable consideration, and in consideration of the 2014 sale to Optionor of the Property which is the subject matter of this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Optionor hereby grants and conveys to the Optionee the absolute, unconditional right to purchase the Property back from Optionor.

1. Purchase Option Price. Optionee may purchase the property from Optionor for One Hundred Ninety Eight Thousand Dollars (\$198,000.00) plus two percent (2%) simple interest calculated from November 1, 2014 to closing. In addition to the 2% simple interest charge, the Optionee shall reimburse Optionor for all reasonable, necessary, and customary expenditures made by Optionor for maintenance and repairs of the subject property made during the Option term. This shall apply to all expenditures

exceeding \$500, which are approved by the Optionee in writing prior to the repairs being made.

2. Term of Purchase Option. In the event written notice of intent to exercise option is not given to the Optionor on or before December 31, 2018, said option shall thereupon wholly cease. During this term Optionor may not offer the Property for sale or sell the property to any third party. Regardless of the term of the Option, if the Optionee at any time acquires ownership to the National Guard Armory Building located in Driggs, Idaho and legally described in the attached "Exhibit A", then this option shall terminate and Optionee shall have no exclusive option to purchase the subject property.

3. Title. Upon exercise of this purchase option agreement by the Optionee, the Optionor agrees to furnish title insurance showing good and marketable title to said real estate and to convey said property to the Optionee by good and sufficient warranty deed, free and clear of all liens and encumbrances.

4. During the life of this Agreement Optionor shall maintain the Property, including the improvements and personal property, in a state of good repair and condition. Optionee shall have the right to inspect the Property at reasonable times, until this Agreement is terminated.

D. Right of First Refusal

For Ten Dollars (\$10.00) and other good and valuable consideration, and in consideration of the 2014 sale to Optionor of the Property which is the subject matter of this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Optionor does hereby grant and convey to Optionee a Right of First Refusal to purchase the Property in the event the same is offered for sale by Optionor in response to a bona fide offer during the term of this Agreement, on the terms and conditions set forth hereafter. In the event the Property is acquired by Optionee in accordance with the terms of this Agreement it shall be transferred and conveyed by Optionor by a warranty deed, and title shall be free and clear of all liens and encumbrances. At Optionor's expense, Optionor shall provide Optionee with title insurance, insuring Optionors' title as insurable.

1. Term of Right of First Refusal. The Right of First Refusal granted by Optionor to Optionee herein shall run from the expiration of the purchase option described in Paragraph "C" above and continue for a period of ten (10) years (until December 31, 2028), unless such Right of First Refusal sooner terminates with respect to the Property as a result of a purchase of all or any part of the Property as the case may be by a third party after Optionee fail to exercise Optionee's First Refusal rights as granted hereunder with regard thereto.
2. Notice of Election to Sell. In the event that Optionor, during the term hereof, receives a bona fide offer for the purchase of part or all of the First Refusal Property which Optionor desire to accept, Optionor shall give Optionee written notice of such offer which notice shall identify the purchase price and terms and conditions of such offer.

Optionee shall have thirty (30) days after receipt of notice of such offer within which to exercise Optionee's Right of First Refusal. Optionee shall exercise Optionee's Right of First Refusal by notifying Optionor in writing that Optionee has elected to exercise Optionee's Right of First Refusal, and to purchase all of the First Refusal Property offered for sale in accordance with the purchase price and on the sale terms and conditions set forth in the Optionor's notice. In the event that Optionee elects to exercise Optionee's Right of First Refusal, and so notifies Optionor as set forth above, the closing of the purchase of such portion of the First Refusal Property offered for sale shall be completed within ninety (90) days after Optionee has notified Optionor of Optionee's election to purchase such portion of the First Refusal Property, unless the parties otherwise agree in writing. In the event that Optionee either fails to notify Optionor of Optionee's election to exercise Optionee's Right of First Refusal with regard to any offered portion of the First Refusal Property within the time specified above, or Optionee fails to close the purchase within the time specified above, through no fault of Optionor, unless such period is extended by written agreement of Optionor and Optionee, Optionor shall be entitled to sell that portion of the First Refusal Property involved in the offer to the party making the offer free and clear of any obligation to Optionee. In such event, any and all rights of Optionee to purchase such portion of the First Refusal Property sold shall terminate.

E. Miscellaneous

1. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when deposited in the United States mail, certified mail, postage prepaid, and addressed as follows:

<p><u>Optionor:</u> Attention: Fire Chief P.O. Box 474 Driggs, ID 83422</p>	<p><u>Optionee:</u> Teton County Courthouse 150 Courthouse Drive Driggs, Idaho 83422</p>
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2. Agreement Runs with the Land. This Agreement is a covenant that runs with the land and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of all the parties hereto.
3. Construction. This Agreement shall be construed according to the laws of the State of Idaho.
4. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors, heirs and assigns.
5. Attorney's Fees. If any party hereto shall obtain legal counsel or bring an action against the other by reason of the breach of any term or condition hereof or otherwise arising out of this agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney's fees, which shall be payable whether or not suit is filed or is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or

to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of _____

Residing at:

My Commission Expires:

Bart's contract with revisions by
Prosecutor Spitzer

Formatted: Centered

PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS PURCHASE OPTION and RIGHT OF FIRST REFUSAL AGREEMENT is made and entered into effective this ___ day of October, 2014, by and between the Teton County Fire Protection District (the "Optionor"), and Teton County, Idaho (the "Optionee").

A. Recitals

In conjunction with this Agreement, Optionee has sold to Optionor, and Optionor has purchased from Optionee, certain of Optionee's real property located in Teton County, Idaho (the "Property"). Optionors have agreed to grant and convey to Optionees a Purchase Option and Right of First Refusal to purchase back the Property. The parties have executed this instrument in order to set forth the terms and conditions of their agreement regarding the Optionee's purchase option and right of first refusal to purchase the property back from Optionor as described hereafter.

B. Description of First Refusal Property

The property owned by Optionor as of the date hereof, which Optionor is granting Optionee a Purchase Option and Right of First Refusal to purchase upon the terms and conditions set forth hereafter, is known as 911 North Highway 33, Driggs, Idaho and is more particularly described as follows (the "Property"):

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho:
Section 26: Beginning at a point that is 50 feet East and 258.4 feet south of the N1/4 corner of Section 26, that point being the Point of Beginning; thence running East 86.35 feet; thence South 200 feet; thence West 86.35 feet; thence North 200 feet, to the Point of Beginning.

C. Purchase Option

For ten dollars (\$10.00) and other good and valuable consideration, and in consideration of the 2014 sale to Optionor of the Property which is the subject matter of this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Optionor hereby grants and conveys to the Optionee the absolute, unconditional right to purchase the Property back from Optionor.

1. Purchase Option Price. Optionee may purchase the property from Optionor in accordance with the following terms and conditions:
 - a) The purchase price shall be One Hundred Ninety Eight Thousand Dollars (\$198,000.00) plus two percent (2%) simple interest calculated from November 1, 2014 to closing.
 - b) Optionee shall also reimburse Optionor for certain reasonable, necessary, and customary expenditures made by Optionor for maintenance and repairs of the subject

property made during the Option term, if such repairs and maintenance are performed under the following conditions:

- i. The cost of the individual maintenance or repair item exceeds Four Thousand Dollars (\$4,000.00).
- ii. The Optionee's obligation to reimburse is contingent upon Optionee's motion and approval of the expense in advance of the expenditure at a public meeting. The motion and approval must be based upon a written proposal or bid for the work that follows state procurement and constructions laws.

2. Term of Purchase Option. In the event written notice of intent to exercise option is not given to the Optionor on or before December 31, 2018, said option shall thereupon wholly cease. During this term Optionor may not offer the Property for sale or sell the property to any third party. Regardless of the term of the Option, if the Optionee at any time acquires fee simple ownership of the National Guard Armory Building located in Driggs, Idaho and legally described in the attached "Exhibit A", then this option shall terminate and Optionee shall have no exclusive option to purchase the subject property.

3. Title. Upon exercise of this purchase option agreement by the Optionee, the Optionor agrees to furnish title insurance showing good and marketable title to said real estate and to convey said property to the Optionee by good and sufficient warranty deed, free and clear of all liens and encumbrances.

4. During the life of this Agreement Optionor shall maintain the Property, including the improvements and personal property, in a state of good repair and condition. Optionee shall have the right to inspect the Property at reasonable times, until this Agreement is terminated.

D. Right of First Refusal

For Ten Dollars (\$10.00) and other good and valuable consideration, and in consideration of the 2014 sale to Optionor of the Property which is the subject matter of this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Optionor does hereby grant and convey to Optionee a Right of First Refusal to purchase the Property in the event the same is offered for sale by Optionor in response to a bona fide offer during the term of this Agreement, on the terms and conditions set forth hereafter. In the event the Property is acquired by Optionee in accordance with the terms of this Agreement it shall be transferred and conveyed by Optionor by a warranty deed, and title shall be free and clear of all liens and encumbrances. At Optionor's expense, Optionor shall provide Optionee with title insurance, insuring Optionors' title as insurable.

1. Term of Right of First Refusal. The Right of First Refusal granted by Optionor to Optionee herein shall run from the expiration of the purchase option described in Paragraph "C" above and continue for a period of ten (10) years (until December 31, 2028), unless such Right of First Refusal sooner terminates with respect to the Property as a result of a purchase of all or any part of the Property as the case may be by a third

party after Optionee fail to exercise Optionee's First Refusal rights as granted hereunder with regard thereto.

2. Notice of Election to Sell. In the event that Optionor, during the term hereof, receives a bona fide offer for the purchase of part or all of the First Refusal Property which Optionor desire to accept, Optionor shall give Optionee written notice of such offer which notice shall identify the purchase price and terms and conditions of such offer. Optionee shall have thirty (30) days after receipt of notice of such offer within which to exercise Optionee's Right of First Refusal. Optionee shall exercise Optionee's Right of First Refusal by notifying Optionor in writing that Optionee has elected to exercise Optionee's Right of First Refusal, and to purchase all of the First Refusal Property offered for sale in accordance with the purchase price and on the sale terms and conditions set forth in the Optionor's notice. In the event that Optionee elects to exercise Optionee's Right of First Refusal, and so notifies Optionor as set forth above, the closing of the purchase of such portion of the First Refusal Property offered for sale shall be completed within ninety (90) days after Optionee has notified Optionor of Optionee's election to purchase such portion of the First Refusal Property, unless the parties otherwise agree in writing. In the event that Optionee either fails to notify Optionor of Optionee's election to exercise Optionee's Right of First Refusal with regard to any offered portion of the First Refusal Property within the time specified above, or Optionee fails to close the purchase within the time specified above, through no fault of Optionor, unless such period is extended by written agreement of Optionor and Optionee, Optionor shall be entitled to sell that portion of the First Refusal Property involved in the offer to the party making the offer free and clear of any obligation to Optionee. In such event, any and all rights of Optionee to purchase such portion of the First Refusal Property sold shall terminate.

E. Miscellaneous

1. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when deposited in the United States mail, certified mail, postage prepaid, and addressed as follows:

<u>Optionor:</u> Attention: Fire Chief P.O. Box 474 Driggs, ID 83422	<u>Optionee:</u> Teton County Courthouse 150 Courthouse Drive Driggs, Idaho 83422
---	--

2. Agreement Runs with the Land. This Agreement is a covenant that runs with the land and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of all the parties hereto.
3. Construction. This Agreement shall be construed according to the laws of the State of Idaho.

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale is entered into on the ____ day of October, 2014 (the "Agreement Date") between Teton County, Idaho (the "Seller") and the Teton County Fire Protection District (the "Purchaser") for the purchase and sale of Seller's improved real property (the "Property") situated in Teton County, State of Idaho commonly known as: 911 North Highway 33, Driggs, Idaho and more particularly described as follows:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho:
Section 26: Beginning at a point that is 50 feet East and 258.4 feet south of the N1/4 corner of Section 26, that point being the Point of Beginning; thence running East 86.35 feet; thence South 200 feet; thence West 86.35 feet; thence North 200 feet, to the Point of Beginning.

This Agreement is made according to the following terms and conditions:

- 1. Purchase Price and Payment.** The total purchase price for the Property shall be One Hundred Ninety Eight Thousand Dollars (\$198,000.00) payable in cash or other good United States funds as follows: The Purchaser shall pay the sum of One Hundred Ninety Eight Thousand Dollars (\$198,000.00) in cash, cashier's check or certified check or other good United States funds at closing.
- 2. Closing and Possession.** Unless otherwise agreed by the parties in writing, closing of the purchase shall occur on or before October ____, 2014 at noon Mountain Time, at the Title Company. Unless otherwise provided herein, possession shall be delivered to Purchaser by Seller at closing.
- 3. Purchase Option and Right of First Refusal.** At closing, any deed or written conveyance of the Property shall be executed in conjunction with the attached Purchase Option and Right of First Refusal (Attachment "A"). The Purchase Option and Right of First Refusal shall be binding on and inure to the benefit of each party hereto and their respective successors, assigns and personal representatives, and shall survive the closing of the transactions contemplated hereby and the delivery of instruments hereunder.
- 4. Closing Costs and Fees.** Purchaser shall pay the following at closing: fees charged by the closing agent; any inspection or due diligence costs; all prepaid tax, insurance or similar expenses required to be paid in advance or escrowed by a lender.
- 5. Proration of Taxes and Fees.** All general and real estate taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowners' and condominium association fees, dues or assessments, mortgage insurance premiums and interest or encumbrances, if any and if applicable, shall be apportioned through date of closing.

6. **Title.** Title shall be conveyed by quitclaim deed at closing, including a release and waiver of all homestead rights, if any, from Seller to Purchaser or their designee. In the absence of written instructions, delivered to the Title Company at least three (3) days before closing, the title shall be conveyed to the Purchaser whose name appears in this Agreement.

a. In the event that Purchaser designates conveyance of title to a third party or entity, it shall be Purchaser's responsibility to provide the Title Company with all necessary documents and information relating to such designee or entity sufficiently far in advance as not to delay closing.

b. Title conveyed to Purchaser shall be subject to all planning, building and zoning regulations and laws of the city, county and state, and to all easements, rights, covenants and restrictions of record and to such other exceptions as may be identified in the title insurance commitment referred to below that are acceptable to Purchaser pursuant to the Title Insurance paragraph below, but in any event shall not include those "standard" title exceptions numbered 1 (rights or claims of parties in possession not shown by the public records), 2 (easements, or claims of easements, not shown by the public records), 3 (discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records) and 4 (any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records). The cost, if any, to remove such standard exceptions shall be an expense of the Seller.

7. **Inspections.** Purchaser may obtain, at no expense to Seller, electrical, mechanical, structural, environmental and/or other inspections of the Property by Purchaser or a qualified professional inspector and/or engineers. Purchaser and/or its designee shall have the right to make any inspection of the physical condition of the Property at reasonable times without advance notice to Seller.

If, at any time, any of Purchaser's inspections reveals any condition on the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, this Agreement shall be terminated upon written notice to Seller of the existence of such unacceptable condition and of Purchaser's intention to terminate this Agreement. At such time, Purchaser's earnest money deposit shall be immediately returned in full to Purchaser.

Unless Seller receives written notice signed by Purchaser on or before the seventh (7th) day after the Agreement Date at 5:00 p.m. (Mountain Time), of any defects identified by Purchaser, or Purchaser's inspectors or engineers, that Purchaser is requesting to be repaired, the physical condition of the Property shall be deemed to be satisfactory to Purchaser.

Following Seller's receipt of notice of any defects, the parties shall reach agreement within five (5) days regarding the repairs to be made and the party or parties responsible for the payment of the cost of such repairs. If the parties are unable to agree upon the payment of such costs for all noticed repairs within the time frame set forth above, this Agreement shall be

AGREEMENT of PURCHASE AND SALE

voidable at the option of the Purchaser upon written notice to Seller, at which time Purchaser's earnest money deposit shall be immediately returned in full to Purchaser.

8. **Broker.** Purchaser and Seller, separately represent and warrant to each other that neither of them has entered into any Agreement, understanding or agreement with any broker, agent, "finder", or other person, who is or may be entitled to claim a commission, payment, or other entitlement in connection with this transaction. Each party agrees to fully indemnify and hold harmless the other from all losses, damages, costs or expenses, including attorney's fees, with regard to any claims asserted by any third party in contravention of the warranties in this paragraph.

9. **Attorney's Fees.** If any party hereto shall obtain legal counsel or bring an action against the other by reason of the breach of any term or condition hereof or otherwise arising out of this agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney's fees, which shall be payable whether or not suit is filed or is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

10. **Miscellaneous.** In this instrument, unless the context otherwise requires, words in the singular number include the plural and the plural include the singular, and words of the masculine gender include the feminine.

11. **Multiple and Fax Counterparts.** This agreement may be signed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement. A Telefax counterpart hereof executed by a party shall have the same force and effect as an original counterpart signed by such party. A person's signature upon this agreement acknowledges receipt of a signed copy at the time of signing.

12. **Signature Authority.** The individuals signing this agreement on behalf of a party who is a spouse, corporation, partnership, limited liability company, trust, principal (if signed by an agent) or other entity, hereby represent and warrant that they are duly authorized to do so on behalf of such person or entity in order to make this agreement a binding obligation of the person or entity.

19. **Construction.** This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this agreement.

13. **No Other Agreements.** All negotiations are merged in this agreement. All representations made by the Seller (or its agent, if any) in the negotiations relating to this sale have been incorporated herein, and there are no oral agreements or representations between Seller and Purchaser to modify the terms hereof. All of the representations, covenants agreements and disclaimers contained herein, to the extent not fully and explicitly merged into

any instruments delivered at the closing, shall not be deemed merged into any such instrument delivered at the closing and shall remain fully enforceable thereafter.

14. **Assignment.** All rights of the Purchaser hereunder are assignable to a nominee or assignee, and upon such assignment, Purchaser shall have no further obligations thereunder.

15. **Waiver.** Any term or condition of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, and any term or condition may be modified at any time by an agreement in writing executed by the parties hereto.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. The venue for any action brought hereunder shall be in the District Court of Teton County, State of Idaho.

17. **Notices.** Any notice given by this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, postage prepaid, return receipt requested, and shall be deemed given when either personally delivered or deposited in the United States mail, as specified above, addressed as follows:

If to Seller:
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

If to Purchaser:
Attention: Fire Chief
P.O. Box 474
Driggs, ID 83422

or at such other place or places as may be designated by any of the parties from time to time in writing and given to the other parties at the parties' last stated address.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Agreement Date.

Teton County Fire Protection District: By: _____ Chair of Board of Commissioners	Teton County, Idaho: By: _____ Kelly Park, Chair of BOCC
--	--



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

Teton County Clerk

150 Courthouse Drive #208
Driggs, Idaho 83422

October 23, 2014

TO: County Commissioners
FROM: Mary Lou *MLL*
SUBJECT: Annual Policy Review

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 Thursday, December 4 this year.

Throughout the year I make note of needed changes and have attached red-lined versions of p. 19 of the county's Personnel Policy, along with the Credit Card and Travel reimbursement policies for your consideration. As you know, the Private Work on Public Roads policy was updated in September, and the revised version will also be distributed at the employee meeting.

Please decide whether to approve the proposed changes and whether you wish to modify any other existing policies.

considered a missed work day for this purpose. However, after an illness lasting long enough to qualify for use of LTI hours, or after surgery, the employee may return to work on a part-time basis and continue using LTI hours while recuperating. The part time use of LTI hours may continue no longer than 30 days after the employee returns to work on a part-time basis. The supervisor, elected official, or Board of County Commissioners may require documentation to verify the appropriate use of LTI hours. LTI may not be used for days the employee was not scheduled to work.

Whenever an employee uses LTI, their timesheet must include a brief note stating why the time off qualified as LTI. If LTI hours are used by an employee who has not missed two consecutive scheduled workdays, the notation must provide sufficient detail to justify the use of LTI. If LTI hours are used due to bereavement, or the illness or injury of a member of the employee's "Immediate Family," the written notation must include the family member's name and relationship to the employee. (All health information provided to substantiate appropriate use of LTI hours will remain confidential.)

If required notations are not provided, hours will be paid from PTO or Comp Time, until documentation is received.

If an employee is hospitalized overnight, gives birth or takes maternity leave, or undergoes outpatient surgery, the employee may begin using LTI hours immediately. Under all other circumstances, the first two days of missed work will be unpaid, or paid with PTO or Comp hours.

LTI hours may also be used by an employee who misses work due to the illness or injury of a member of the employee's "Immediate Family" or if a member of the employee's "Immediate Family" has given birth. The same two-day waiting period will apply, except in cases of hospitalization, birth or surgery, as outlined above. LTI hours may be used on a part time basis by an employee helping an immediate family member to recuperate from a serious illness or injury. The part time use of LTI hours must end within 30 days of the date the family member was released from the hospital.

Up to 24 LTI hours may be used, without the two-day waiting period, to attend the funeral of a member of the employee's Immediate Family.

Immediate Family is hereby defined to include:

- Spouse or domestic partner
- Parent or step-parent of employee or spouse/domestic partner
- Legal guardian or person for whom the employee or spouse/domestic partner is the legal guardian
- Child or step-child of employee or spouse/domestic partner
- Sibling or step-sibling of employee or spouse/domestic partner
- Grandparent or step-grandparent of employee or spouse/domestic partner
- Grandchild or step-grandchildren of employee or spouse/domestic partner
- Relative living in the employee's household

No more than 120 hours of LTI time may be accumulated. Any employee with 120 hours of accumulated LTI will stop accumulating additional hours until the balance drops below 120 hours. In lieu of additional LTI hours, employees with 120 hours of accumulated LTI will accrue additional PTO hours at the LTI accrual rate. In case of employee termination or loss of full time status, the employee will forfeit all accrued LTI hours.

If an employee uses LTI because of an illness or injury compensable under the Workers' Compensation Law, the employee shall reimburse the county for any Workers' Compensation payments received for the days paid with LTI hours.

3. Holidays

Eleven official holidays are provided for all Regular Employees. In addition, when Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday, all Regular Employees will receive a *half day* "Christmas Eve Holiday." A "day" of Holiday pay will equal 1/5 of the hours worked by an employee during their typical work week, with an 8-hour maximum. This means that a 35-hour per week employee will receive a 7 hour paid holiday while a 40-hour per week employee will receive an 8 hour paid holiday. County holidays shall be observed on the same day as observed by the Federal government. The holiday schedule may be changed at any time by the Board of County Commissioners. Employees become eligible for Holiday pay after their first day of work.

OR if the immediate family member is receiving hospice care.



Credit Cards

Revision: 01

Date: ~~6/15/11~~ 10/27/14

Original Issue Date: 6/15/11

Number of Pages: 1

Approved: BOCC

Any Department Head or Elected Official wishing to obtain a county credit card must first obtain Board approval. Such approval requires a written memo explaining why a specific employee needs a credit card. The memo must be signed by the responsible Elected Official or Department Head and submitted to the County Clerk for presentation to the Board.

Every County credit card must contain the name of a specific employee, as well as the name of Teton County.

Credit cards are used to reduce purchasing costs for the county. However, the convenience they offer can result in impulse purchases or abusive practices. Inappropriate or improper use of a county credit card may result in losing the card and its privileges. Depending upon the severity of the improper use, the employee may be subject to disciplinary action. It is the duty of the responsible Elected Official, Department Head or appointed Board to approve all credit card usage and to insure that this policy is followed.

A county credit card should be used only if there is no other alternative. A business charge account should be established if recurring purchases are made with the same vendor.

The procedures listed below must be followed when using county credit cards:

- Purchases of personal items, even with the intention of reimbursing the County, is strictly prohibited (see Idaho Code 18-5701).
- Payment of sales tax is to be avoided unless there is no other option available.
- Original receipts must accompany all claims, and the purchases must be charged to the appropriate budget line item.
- A county credit card cannot be used to purchase gas for vehicles not owned by the county.
- The County will not pay annual fees, late fees, interest payments, or carrying charges for credit cards. If any such charges are incurred they must be paid by the responsible Elected Official or Department Head.
- If necessary, credit card statements may be processed as “demand” payments in order to prevent late fees and interest charges. ~~However,~~ The prompt submittal of a claim after receipt of a monthly credit card statement will generally result in a timely payment. Demand payments of credit card statements should be a rare occurrence. However, annual fees may be approved by the Board if a particular credit card provides a net savings to the County.
- All applicable purchasing procedures must be followed.



Teton County Sheriff's Office
Sheriff Tony Liford

OFFICE
89 North Main Street
Driggs, Idaho 83422

PHONE
208-354-2323

FAX
208-354-8028

EMAIL
Tliford@co.teton.id.us

Memorandum

From: Mitch Golden

To: Teton County Board of County Commissioners

Subject: Regarding the use of the WEX Fleet Cards.

It was brought to the attention of this office that our current agreement with WEX Inc. as our current fuel and maintenance card provider was not in concordance with current county policies. Specifically, a procedure listed the policy regarding Credit Cards.

"The County will not pay annual fees, late fees, interest payments, or carrying charges for credit cards. If any such charges are incurred they must be paid by the responsible Elected Official or Department Head." The WEX fleet cards were selected by the Sheriff's Office as the primary fuel card carrier as the service provides exemption of federal tax on gasoline and diesel fuel.

Current total gasoline State and Federal tax rates are 42.1cent per gallon for the mountain region of the U.S. according to a report by the American Petroleum Institute as of October 21st, 2013.

<http://www.api.org/Oil-and-Natural-Gas-Overview/Industry-Economics/~media/Files/Statistics/state-motor-fuel-taxes-report-summary.pdf>

Due to these factors the Sheriff's Office felt that the increased savings to the county on the cost of fuel would offset any fees or carrier charges by the fuel card provider.

10.23-1A

The Sheriff's WEX card has a monthly \$10 fee + appears to save 5-6% in Federal taxes. Total savings depend on amount of fuel purchased.

The cards are only used to buy gas when S.O. vehicles are out of town. Otherwise all S.O. vehicles are fueled at fuel farm, which benefits from the county's wholesale pricing.

MLG

WEX fleet bill paid 1-13-14

5.71⁹⁰

Driver ID	Dep: Current	Od Adjusted	O Transaction	Product	Units	\$Unit Cost	\$Fuel Cost	\$Non-Fuel	\$Gross Cos	\$Exempt	T: \$Trans	Fee	\$Net Cost
2000	75485		Outside Pa	UN+	6.37	\$3.20	\$20.38	\$0.00	\$20.38	\$1.17	5.71 ⁹⁰	\$0.00	\$19.21
2000	75016		Outside Pa	UN+	12.822	\$3.43	\$43.97	\$0.00	\$43.97	\$2.35	5.34 ⁹⁰	\$0.00	\$41.62
2000	75333		Outside Pa	UN+	14.878	\$3.14	\$46.70	\$0.00	\$46.70	\$2.72	5.82 ⁹⁰	\$0.00	\$43.98
2000	74441		Outside Pa	UN+	16.192	\$3.17	\$51.31	\$0.00	\$51.31	\$2.96	5.71 ⁹⁰	\$0.00	\$48.35
2000	74737		Outside Pa	UN+	13.043	\$3.43	\$44.72	\$0.00	\$44.72	\$2.39	5.34 ⁹⁰	\$0.00	\$42.33

11.59 Savings

- 10.00 Monthly fee

\$ 1.59 net savings.



We see corporate payments differently.

About WEX

Fleet Operators and Managers

Corporate Payment Solutions

Retailers and Fuel Merchants

WEX Mobile

FLEET SERVICES THAT DRIVE REVENUE, IMPROVE CONTROL

Why WEX Fleet?

WEX Fleet Card

WEX Small Business Card

Fleet One/OTR

WEX Fleet GPS/Telematics

WEX Co-Brand

WEX Canada

WEX Europe Services

WEX Fuel Management

WEX Government Fleet

WEX Australia Fuel

WEX Fleet Resources

Get rolling with WEX fleet cards

Fleet operators and managers turn to WEX for solutions that help them save money, reduce administrative hassles, gain precise control over their fleets, and monitor driver behavior.

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WEX offers you the most popular fleet cards in the nation, accepted at over 90 percent of the nation's retail fuel locations and over 45,000 vehicle maintenance locations. What's more, WEX's exclusive technology tools put more information at your fingertips so you can continually improve the efficiency and security of your fleet.

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- **Co-brand Fleet Card** – Enhance your service offering to clients and attract new business with our co-branded cards. You can choose to let us handle just the back office administration, or rely on us to administer the program and manage the credit relationship with clients.
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- **Solutions for small operations** – The WEX Global Fleet Card helps smaller businesses save up to 15 percent on their fuel costs each year while reducing the risk of fraud and easing administrative hassles.
- **Fleet vehicle tracking** – Monitor fuel use and driver behavior – anytime, from anywhere – through WEX Telematics, which can help you lower fuel and maintenance costs and increase driver productivity.

*Actual savings may vary



Travel Reimbursement

All travel and/or attendance at an overnight training or conference event by county employees must be authorized in advance by the responsible Elected Official or Department Head. Overnight travel for Department Heads who report directly to the Board must be authorized in advance by the Board. While traveling, all employees are expected to minimize expenses as much as possible out of respect for the taxpayers funding the travel.

When planning a trip, employees should utilize the most cost-effective means of travel. Alternatives to consider include flying, renting a vehicle and carpooling. If an employee chooses to travel by means other than the most cost-effective method, the employee will only be reimbursed at the most cost-effective amount.

Mileage. The County maintains administrative vehicle(s) for use by employees traveling on official business. These vehicles should be utilized whenever possible. If an appropriate county vehicle is available, but not used, the mileage reimbursement rate will be 50% of the amount set by the IRS. If an employee is required to use a personal vehicle because an appropriate county vehicle is not available, mileage will be paid in accordance with rates set by the IRS.

Employees driving to the same meeting or training are expected to carpool. If one employee chooses to drive their own vehicle, their mileage reimbursement rate will be 50% of the amount set by the IRS.

Mileage reimbursement is not allowed for any portion of travel that is for personal use.

Meals. The County will reimburse actual meal expenses, including tips, up to a maximum of \$50 per day, broken down to \$10 for breakfast, \$15 for lunch and \$25 for dinner. Employees traveling out of the county to participate in a one-day meeting or training will be reimbursed only for their noon meal, and only if it is not provided as part of the training event. ~~If an employee chooses not to consume a meal included in the event registration fee, they will not be reimbursed for that meal purchased separately.~~

If an employee prefers to be reimbursed in advance of their travel, or prefers not to keep receipts, they may request a per diem rate of \$30, broken down to \$5 for breakfast, \$10 for lunch and \$15 for dinner. All claims for advance per diem reimbursement must be submitted in a timely manner and receive approval during a regular Board meeting. If advance per diem payment is received, no further meal reimbursement will be allowed. Employees cannot receive reimbursement for any meal included in the event registration fee.

Time. Time spent by an employee traveling to another city for a special one-day assignment or training shall be considered work time. Travel time related to trips that keep an employee away from home overnight is considered work time when it cuts across the employee's regular work hours on any day of the week. Travel time outside an employee's regular work hours while traveling on an airplane, train, automobile or public transportation is generally not considered work time under the FLSA unless the employee is the driver. However, such time will be compensated when in the best interest of the department/office as determined by the elected official or department head. If compensated, such travel time will not be considered work time for purposes of overtime calculation.

Reimbursement. Reimbursable travel expenses are limited to those that are directly related to official business. Reimbursement shall be for actual expenses only, and not based on a per diem rate, except as described under "Meals" above. Use of direct billing for hotel costs is strongly encouraged whenever possible to ensure the county receives tax exempt status. A Claim accompanied by original receipts must be submitted for reimbursement. The number of miles submitted for reimbursement cannot significantly exceed the distance as calculated by using Mapquest.

Non-reimbursable travel expenses include, but are not limited to, those incurred for the sole benefit of the employee such as travel insurance, alcoholic beverages, extra meals, in-room movies, laundry, room service, entertainment, personal long distance telephone calls, etc.

If a spouse or other non-County employee accompanies the employee, reimbursement shall be based on the employee's expenses only, i.e. single room rate. Rental cars are reimbursable only when it is not practical to use taxis, buses, shuttle, or limousine service. The County reserves the right to adjust unreasonably high expenses.



PW Private Work on Public Roads

Revision: 1
Date: 9/22/14
Original Issue Date: 4/23/12
Number of Pages: 1
Approved: BOCC

Objectives. The purpose of this policy is to establish guidelines for allowing private contractors to maintain or construct improvements on County Maintained roads.

Background. Teton County maintains approximately 265 miles of County Roads during the winter and 307 miles during the summer. The cost of maintaining these roads are primarily born by the County. Due to our limited resources, time, and budgets the level of maintenance on some roads do not meet the expectations of some citizen. Citizens occasionally offer to provide materials or labor to improve or maintain certain roads before their scheduled maintenance time. This policy establishes the protocol for a citizen to improve a road prior to its scheduled maintenance time.

Permit. A permit to work in the right-of-way shall be completed for all proposed projects. The permit shall identify all proposed work (in writing), and estimate of the costs, and the associated fee shall be included. A security deposit, bond, or letter of credit may be required to ensure the can be completed if the applicant refuses to the complete the work once started. No work shall begin until the permit is approved by the County Engineer or Board of County Commissioners.

The applicant will be responsible for obtaining any State, Federal or other permits required. These permits shall be obtained prior to issuance of the county permit.

Design Standards. All improvements and work performed may be completed, at a minimum, within the existing width of the individual road. Ideally, all improvements and work on County roads will bring the road up to Teton County Standards as expressed in the Teton County Highway and Street Design Guidelines and the Idaho Standards for Public Works Construction. However, Teton County recognizes that if another entity is willing to contribute to repair of an existing County road that the private entity is not required to bring the road up to County standards, but merely maintain their existing condition in a travelable state.

Labor & Equipment. The applicant shall supply all labor associated with the proposed project. Teton County will not provide equipment or labor for these projects.

Materials. Teton County may provide the materials for the project if available and use of said materials will not hinder the county's ability to work on scheduled for maintenance or improvements.

The applicant may supply the materials for the project. All materials used must meet the Teton County specifications. All proposed materials must be indentified and data sheets, shop drawings or laboratory analysis of the materials must be submitted to the county engineer for approval prior to construction.

Inspection. The Teton County Engineer (or appointed county representative) shall be onsite during the construction and/or periodically inspect the project. The Engineer shall have the right to stop work at any time.

The applicant shall notify the County Engineer once the project is complete. The County Engineer shall inspect the work and any deficiencies identified shall be corrected. Any security deposit, bond or letter or credit shall be released once the County Engineer has inspected the project and is satisfied it is complete.

Summary. This Policy has been developed to provide general guidelines for County personnel and citizens of the county. This Policy intends to cover the majority of situations normally encountered in the maintenance and improvements of our road system. If certain situations arise that are not part of the above Policy, the Teton County Engineer and/or Road and Bridge Supervisor will deal with them on a case-by-case basis.

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



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

Application for Adjustment of Interest & Penalty

Teton County adheres to Idaho Code 63 Chapters 9 & 10 (see reverse side) in calculating and determining all fees, interest and penalties. IC 63-217 addresses filing and mailing deadlines. These statutes are printed on the reverse side of your property tax notice.

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

Application is hereby made for an adjustment of interest and penalties due to either miscalculation or other reason. The following sworn statement is submitted in support thereof.

I, Imhoff Investments, Inc., of 1111 Montana Ave W, St Paul, MN 55108
PRINT (Full name) (Legal Mailing Address) (City and State)
an Idaho Corp.

hereby request an adjustment to my 2011, 12, 13 tax notice in the amount of \$ 587.10 on the property described below:

LEGAL DESCRIPTION: Tax # 20-5704676 Section 24 Township 6N Range 44E
PARCEL NUMBER: 1

Describe the circumstances and apply the appropriate criteria which best explains the rationale for your request. Attach any and all appropriate documentation concerning your claim.

See attached rationale and other documents

Susan M. Imhoff
Signature of Applicant or Representative
Treasurer

10-7-14
Date

BOARD OF COMMISSIONERS ACTION TAKEN: APPROVED DENIED

COMMENTS/REASON:

Chairman of the Board

Date

Rationale for Request

Paperwork for a deed in lieu of foreclosure transferring the property from Lance Allred back to Imhoff Investments, Inc. was executed in 2011 by Allred. Therefore he thought his obligation to pay taxes ceased (see attached original 2011 deed). For some reason, the paperwork never got recorded, so the Teton County Treasurer was never informed through the recording to send tax notices to Imhoff Investments instead of Lance Allred. Tax notices continued to go to Allred, who did not think he had any further obligation for the property on account of the documents he signed, so he ignored the tax notices. The payment of taxes never occurred to Imhoffs until recently when it was discovered that the original 2011 deed in lieu transaction was never recorded. Imhoff Investments took corrective action by having Allred sign another deed in lieu of foreclosure (see attached) and by recording that deed. We then initiated a tax due inquiry from the Teton County Treasurer (see email) and as soon as we received it, paid the full back taxes with an Official Check dated 10/01/14. We are requesting that the late fees and interest in the amount of \$587.10 be waived. We have never been late paying taxes before and appreciate your consideration of these extenuating circumstances. Thank you.

WARRANTY DEED
(IN LIEU OF FORECLOSURE)

Lance Allred ("Grantor"), for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby conveys, grants and warrants unto Imhoff Investments, Inc., an Idaho corporation, whose address is 1111 Montana Ave. West, St. Paul, MN 55108 ("Grantee"), the real property and improvements in the County of Teton, State of Idaho, described on Exhibit A attached hereto, incorporated herein by this reference (the "Property"), with all its appurtenances, and warrants the title to the same, subject to those exceptions on Exhibit B attached hereto, incorporated herein by this reference.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the Property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and that Grantor will warrant and defend the same from all lawful claims.

This conveyance is subject to the following provisions:

1. This Deed is an absolute conveyance, Grantor having sold the Property to Grantee for a fair and adequate consideration.
2. Grantor declares that this conveyance is freely and fairly made between Grantor and Grantee with respect to the Property.
3. This conveyance is subject to that certain deed of trust from Lance Allred to First American Title Company, Trustee, for the Benefit of Imhoff Investments, Inc., an Idaho corporation, dated September 8, 2008 and recorded September 9, 2008 in the Teton County, Idaho, Recorder's Office as Instrument No. 1999992 (the "Deed of Trust"). Grantor and Grantee intend that the Deed of Trust shall remain in full force and effect. The interest of Grantee through this conveyance shall not merge with the interest of the beneficiary of the Deed of trust, but shall at all times be separate and distinct, and the lien created by the Deed of Trust shall continue in full force and effect as a first lien. That certain promissory note dated September 8, 2008, in the stated principal amount of \$254,0000.00 secured by the Deed of Trust, shall also remain in full force and effect.

DATED this 16 day of May, 2011.

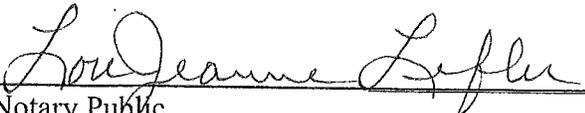
GRANTOR:



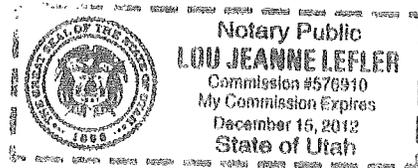
Lance Allred

State of Utah)
County of Salt Lake) ss.

I do hereby certify that on this 16 day of MAY, 2011, personally appeared before me LANCE ALLRED, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public
Residing at: Salt Lake County, Utah
My Commission Expires: 12/15/12



WARRANTY DEED
(IN LIEU OF FORECLOSURE)

Lance Allred ("Grantor"), for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby conveys, grants and warrants unto Imhoff Investments, Inc., an Idaho corporation, whose address is 1111 Montana Ave. West, St. Paul, MN 55108 ("Grantee"), the real property and improvements in the County of Teton, State of Idaho, described on Exhibit A attached hereto, incorporated herein by this reference (the "Property"), with all its appurtenances, and warrants the title to the same, subject to those exceptions on Exhibit B attached hereto, incorporated herein by this reference.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the Property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and that Grantor will warrant and defend the same from all lawful claims.

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DATED this 12th day of August, 2014.

GRANTOR:


Lance Allred

State of Utah)
County of Salt Lake)ss.

I do hereby certify that on this 12th day of August, 2014, personally appeared before me LANCE ALLRED, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public
Residing at: Salt Lake City, Utah
My Commission Expires: May 5, 2017

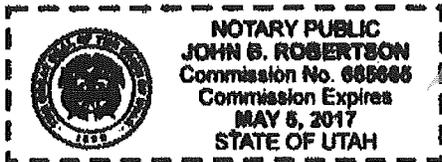


Exhibit "A"

Real property in the County of Teton, State of Idaho, described as follows:

Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho

Section 24: E1/2NW1/4SE1/4

Also known as Parcel 1 on Record of Survey Land Splits and Ag Exempt Breakoff's Recorded October 3, 1996 as Instrument No. 125244.

TOGETHER WITH AND SUBJECT TO a 60-foot wide road and utility easement with the centerline being described as:

North 30-feet from the Southeast corner of NW1/4SE1/4, of Section 24, Township 6 North, Range 44 East, B.M., Teton County, Idaho:

Thence S 89°58'07"W, 2611.80 feet;

Thence N 00°02'42"E, 1322.45 feet;

Thence N 00°02'42"E, 691.22 feet;

Thence S 89°56'14"E, 826.73 feet to the West Property Line of Parcel 8, as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

ALSO a 60-foot wide road and utility easement with the centerline being described as:

North 30-feet from the Southwest Corner of the SE1/4 NW1/4 of said Section 24, and running Thence S 89°58'08"E, 826.73 feet to the West property line of Parcel 7 as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

TOGETHER WITH A COMMUNITY RIGHT-OF-WAY DESCRIBED AS:

Beginning at a point 1940 feet North of the Southeast Corner of Said Section 24 and running Thence in a Southwesterly direction at a bout 60 Degrees, a distance of 1850 feet, more or less to the west line of the southeast quarter of the Southeast Quarter; Thence North 1 Rod; Thence in a Northeasterly direction at about 60 Degrees, 1850 feet more or less, to the East line of said Section 24; Thence South 1 Rod to the Point of Beginning.

ALSO TOGETHER WITH AN EASEMENT RIGHT-OF-WAY DESCRIBED AS:

Beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 24, Township 6 North, Range 44 East, Boise Meridian, and running thence North 16 feet; Thence East 20 feet, more or less, to the North line of Existing Farm-To-Market right-of-way; Thence Southwesterly along said Right-of-Way to the west line of the Southeast quarter of the Southeast Quarter of said Section 24; Thence North to the point of beginning.

Bonnie Hatch

From: Susan Imhoff <sueimhoff@gmail.com>
Sent: Monday, September 22, 2014 1:18 PM
To: Bonnie Hatch
Subject: Fwd: Tax assessments for 2011-2013

Susan Imhoff Sent from my iPad

From: Susan Imhoff <sueimhoff@gmail.com>
Date: September 22, 2014 at 1:50:24 PM CDT
To: "bhatch@co.teton.id.us" <bhatch@co.teton.id.us>
Subject: Tax assessments for 2011-2013

Dear Ms. Hatch: Imhoff Investments, an Idaho Corporation, owns bare land in Tetonia, ID for which we owe taxes. We have not received a tax bill in the past 3 years and I would like to take care of this matter. The address of the property is Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho. Section 24: E1/2NW1/4SE1/4

Also known as Parcel 1 on Record of Survey Land Splits and Ag Exempt Breakoff's recorded October 3, 1996 as Instrument No. 125244.

The address of the corporate office is
Imhoff Investments
1111 Montana Ave W
St Paul, MN 55108

Sincerely yours,

Susan Imhoff

Treasurer Imhoff Investments

9/23/14

TAX DUE INQUIRY

10:39:52

PARCEL NUMBER RP 06N44E244201 A

INTEREST AS OF DATE 9/23/2014

NAME IMHOFF INVESTMENTS INC

LEGAL E2NW4SE4
SEC 24 T6N R44E

ADDR 1111 MONTANA AVE WEST

ST PAUL MN 55108

AX KEY	YEAR	BILL#	TAX	LATE INTEREST	COST	TOTAL
P06N44E244201A	13 FH	14888	488.18	9.76 43.55		541.49
P06N44E244201A	13 SH	14888	488.18	9.76 43.55		541.49
P06N44E244201A	12	15064	883.88	17.68 187.04		1,088.60
P06N44E244201A	11	30183	778.24	15.56 260.20		1,054.00

\$ 2638.48

\$ 587.10

CURRENT DUE: 3,225.58 TOTAL DUE: 3,225.58

nter=ReStart F3=Exit F7=PM Inq F8=TM Inq F9=Print Bill F20=All Searches

l=Help F15=Print Report F6=TOGGLE 2ND LINE F4=TAX COMMENTS

Bottom

TCF your convenience bank.SM
TCF National Bank
 801 Marquette Avenue
 Minneapolis, MN 55402-3475

OFFICIAL CHECK 104468663

OCTOBER 01, 2014 17-7000/2910
 DATE 1999011720060

TWO THOUSAND SIX HUNDRED THIRTY EIGHT AND 48/100

*****\$2,638.48*****

USDOLLARS

ACCOUNT NO. *****1537 32502

PAY TO THE ORDER OF: TETON COUNTY TREASURER



CUSTOMER COPY

NOT NEGOTIABLE

MEMO: RE: IMHOFF INVESTMENTS

Unless otherwise prohibited by law, the purchaser agrees to provide an appropriate indemnity or declaration of loss affidavit prior to the refund or replacement of this check in the event it is lost, destroyed or stolen. A 90 day waiting period may apply.

Handwritten signature/initials



Hiring New Employees

The following steps must be utilized by every Elected Official and Department Head whenever a new employee is hired.

- Vacancies created by the resignation or retirement of a current employee cannot be filled without prior consultation with the County Commissioners to verify that the current Departmental workload has not changed and that the current status of the County budget will allow the vacancy to be filled.
- Review the approved Job Description for the position you need to fill. If the Job Description is no longer accurate, work with the County Clerk to have the Job Description updated by the county's Human Resource consultant.
- Refer to the most current Pay Grade Chart to determine the pay grade for the position you need to fill.
- Refer to the current Salary Schedule to determine the Hiring pay rate for the vacant position (86-90% of the Market Point). In general, the salary for all newly hired employees will be 86% of the Market Point.
- Follow your departmental policies to advertise, interview and select your new employee. If a new employee will be hired (rather than promoted from within your department), you must notify the payroll clerk, who will post the position on the county website and send an email notice of the posting to all county employees.
- A newly-hired employee may not be offered a salary greater than 86% of the Market Point without prior written approval from the Board. If you believe that your new employee should receive a starting salary greater than 86% of the Market Point due to his/her special qualifications, experience, and/or education, you must write a brief explanatory memo to the Board. Your memo will be reviewed and discussed during a regular meeting.
- If your new employee will earn 86% or less of the Market Rate, and if you are certain that your budget includes funding for the position, you may make an offer contingent upon completing the Supervisor's Portion of the Payroll Form and obtaining an approval signature from one of the County Commissioners.
- After an employee accepts a position, deliver the Payroll Form to the Payroll Office within 5 working days so payroll becomes aware that a new employee has been hired and can be prepared on their initial date of employment.
- Be sure your newly hired employee completes all required payroll forms at least 7 days prior to the date of their first paycheck.