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

Teton County Engineer
MEMO

150 Courthouse Drive
Driggs, ID 83422

August 22, 2013

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

The following items are for your review and discussion at the August 26, 2013 meeting.

SOLID WASTE

1. The animal composting is set-up and ready to begin.

2. We will be releasing RFB's for the metal pile and wood chipping in the upcoming weeks.

3. TVCR was awarded a grant for signs and will be purchasing signs for the transfer station. Saul & I will be reviewing the signs at Tuesday's TVCR board meeting.

4. If any board members want a tour of the SW facility, please let me know and we will arrange a time.

ROAD & BRIDGE

1. R&B crews patched N500W (Val View Rd) with an Otta Seal last week, spot graded rough spots on some road being used for harvesting, and repaired some damaged/mud spots on the N13500W and W3000S.

2. R&B crews will begin the reconstruction of Rammel Mountain Rd (1.5 miles) this week. This will be about a 4-week project which includes drainage improvements, culverts, raising the road, widening the road, and new base/surface gravel. The existing road had approximately 2-inches of gravel over loam and very poor drainage!

3. N3000W Bridge: The State of Idaho informed Greg that we received the $180K grant for the 3000W/Badger Creek Bridge. We are awaiting the award letter.

   We received one bid for the structural design and fabrication of the pre-cast bridge. The bid was from CONTECH for $115,483.19. I recommend we award the bid to CONTECH. It will take approximately 1-month for the fabrication of the bridge. This will be paid from Rd Special Levy, 33-812 (next fiscal yr).

   I will be releasing the installation bid this week (hopefully) with an anticipated installation this fall.

4. Smith Canyon Trailhead: I met with the USFS and Idaho Parks & Rec last week to review the proposed project. It appears we will get this grant which includes cattle guards, gravel parking area, trail reclamation, and minor road improvements. I also met with the adjacent homeowner to discuss the project. I hope to complete project this fall.

5. Victor-Driggs Pathway: The City of Victor has offered to contribute $3,600 to the pathway repair project and the City of Driggs has offered to contribute $2,400 to the pathway repair project. Both cities stated they feel the pathway is an economic generator and that many of their residents use the pathway. The project will begin after Labor Day and be completed before October 1.

PUBLIC WORKS:

1. Teton Creek: Please see the attached letter from Friends of the Teton River regarding the creek restoration project.

   MD Nursery and Landscaping bid for the project is $935,294.05. I recommend we award the bid to MD Nursery as they were the qualified bidder, the cost is within our budget amount, and they have offered to donate a significant sum to the project (see FTR Letter).

2. I will be on vacation Friday 8/30 and Tuesday 9/3 (Labor Day Weekend).

FRIENDS OF THE teton river

208 354 3871
www.tetonwater.org

18 North Main Street, Suite 310
PO Box 768
Driggs, Idaho 83422

Board of County Commissioners
Teton County
Driggs, Idaho

August 21, 2013

Dear Commissioners,
I am writing this letter to confirm Friends of the Teton River's (FTR) commitment of $65,294.05 cash to cover a portion of MD's bid for the Teton Creek Restoration Project Phase 3. FTR will have MD invoice us for this amount and we will pay for the following items:

Bid Item 10a: $7,500
A portion of Bid Item 9: $57,794.05

Here is a breakdown of project costs and sources of funding to cover MD's bid:

MD's Final Bid: $935,294.05
FTR Funds: $65,294.05
FEMA Funds: $785,000.00
County Funds: $85,000.00

Total non-federal match required by the FEMA grant is $334,000 which will come from the following sources:

Equipment Time Donation from MD: $49,000*
Stone (Landowner donation): $110,000
Logs and Rootwads (Landowner and County donation): $39,000
Woody Plants (Landowner and County donation): $27,000
Topsoil (Landowner and County donation): $24,000
Teton County match: $85,000

Sincerely,

Mike Lien
Restoration Director

*MD is making an additional donation of $21,000 in equipment time to match an IDEQ grant for the project for a total donation of $70,000.

Dawn Felchle

From: Monte Woolstenhulme <mrw@tsd401.org>
Sent: Tuesday, August 20, 2013 5:47 PM
To: Dawn Felchle; Jay Mazalewski; Doug Petersen
Subject: thank you for all your support on 5th East

Dear Board of County Commissioners,

Thank you to you, Jay Mazlewski, Clay Smith and the Road & Bridge crew for taking care of the milling, grading and rolling of 5th East between the high school and middle school. That has greatly improved the safety and condition of that road. We have been able to get the dust treatment sprayed and now have a much safer road for students, parents and buses to travel on as we start another school year.

We appreciate the support and partnerships we have with the county.

Sincerely,

--
Monte R. Woolstenhulme, Ed.S.
Superintendent, Teton School District 401
PO Box 775, 445 N. Main
Driggs, Idaho 83422
208.354.2207
http://tsd401.org
This email may contain confidential material. If you were not an intended recipient, Please notify the sender and delete all copies. We may monitor email to and from our network.

INTERAGENCY AGREEMENT
FOR ADMINISTRATION AND CONTRACTING OF
TETON COUNTY RECREATION AND PUBLIC ACCESS MASTER PLAN

This AGREEMENT FOR THE ADMINISTRATION AND CONTRACTING OF THE TETON COUNTY RECREATION AND PUBLIC ACCESS MASTER PLAN (the "Agreement") is made and entered into this ___ day of _____, 2013 by and between the **City of Driggs, Idaho**, a municipal corporation (hereinafter referred to as "City"), and **Teton County, Idaho**, a political subdivision of the State of Idaho (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Teton County published a Request for Qualifications for a Teton County Public Access and Recreation Master Plan - Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, A committee composed of representatives of Teton County, City of Driggs and City of Victor has recommended the selection of Harmony Design & Engineering and Ballard*King, as the most qualified firm, and has negotiated a final scope of work and project budget that is within the combined budget allocations made by Teton County, City of Driggs and City of Victor;

WHEREAS, Teton County representatives have requested that the City of Driggs provide for the administration of the project, and the City of Driggs has agreed to provide such service, with certain conditions as described in this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the covenants and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Upon receipt of allocated funds from Teton County ($15,000) and City of Victor ($2,500), the City of Driggs will execute and administer the contract for Teton County Public Access and Recreation Master Plan submitted by Harmony Design & Engineering, and attached hereto as Exhibit 'B'.
2. The City of Driggs has allocated and will contribute $5,000 towards the cost of services provided by Harmony Design & Engineering under the attached contract.
3. The City of Driggs will coordinate an Advisory Committee composed of the representatives found in Exhibit 'C', or a similar makeup of individuals, as approved by Teton County, City of Driggs and City of Victor. The Advisory Committee will meet to review and provide feedback on products submitted by the consultant team and to make recommendations on adoption and implementation of a final plan.
4. The City of Driggs will coordinate with Teton County and City of Victor in the publishing of notices, draft documents and other project related materials.
5. The City of Driggs will provide copies of all draft and final documents and related project materials to Teton County and City of Victor upon completion of the project.

6. The parties agree that the relationship created by this Agreement is solely that of a County and City. Nothing in this agreement shall create the County or City as an agent, employer, employee, legal representative, partner or subsidiary of the other.
7. This Agreement may only be modified in writing and shall be executed by all parties hereto.
8. The failure of any party to insist upon strict performance of any term of this Agreement shall not be considered a waiver of any term of this Agreement. All terms of this Agreement shall remain in full force and effect.
9. All notices in connection to this Agreement shall be in writing and shall be deemed delivered to the addresses when delivered in person on a business day at the address set forth under the signatures of this agreement below or on the same day as deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the address set forth under the signatures of this agreement below.
10. This Agreement shall be construed and enforced pursuant to the laws of the State of Idaho.
11. If any party shall bring suit against another party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
12. If any term of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall remain operative and binding.
13. This Agreement shall be signed in duplicate originals. Each party shall receive one original of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF DRIGGS, IDAHO

_____

By: Mayor
City of Driggs
PO Box 48
Driggs, ID 83422

ATTEST:

_____

By: City Clerk

TETON COUNTY, IDAHO

_____

By: ,Commissioner
Board of County Commissioners
150 Courthouse Drive
Driggs, ID 83422

ATTEST:

_____

By: County Clerk

EXHIBIT A – TETON COUNTY RFQ (separate file)
EXHIBIT B – HDE CONTRACT (separate file)
EXHIBIT C – ADVISORY COMMITTEE

Organization/Representation
Youth
Swimmers
Skyliners
TVRA
TVSBA
TVF
Cities
TVTAP
Horse
Fair Board
FTR
Shooters
Retail
SD401
Hospital/EIPHD
Fishing
USFS
BLM
Fish and Game
Parks and Recreation
Seniors
Gymnastics
Tetonia

REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES

1) PURPOSE OF REQUEST

i) The County of Teton in the State of Idaho ("County"), in conjunction with the Cities of Driggs and Victor, is soliciting responses to this Request for Qualifications (RFQ). This response or Statements of Qualifications (SOQ) and performance data from consulting/professional firms will be in connection with performing professional consulting services for the Teton County Recreation and Public Access Master Plan (pursuant to Title 67-2320).

2) TIME SCHEDULE

i) The County will use the following timetable:
   (a) Issue RFQ 05/29/2013
   (b) Deadline for Submittal of Responses to RFQ: **06/21/2013, 4:30pm,** no late responses will be accepted

3) INSTRUCTIONS TO RESPONDERS

i) All responses shall be sent to:

Angie Rutherford
Teton County Planning & Zoning
150 Courthouse Drive, Room 107
Driggs, ID 83422
(208) 354-2593

ii) Please place one (1) copy of your SOQ in a sealed envelope and clearly label "Statement of Qualification for Professional Services" and the name of the respondent. A digital copy must be received in the Teton County Planning office by 4:30pm on Friday, June 21. This copy may be emailed to arutherford@co.teton.id.us, or sent with the paper copy. No late responses will be accepted.

iii) Qualifications should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Use of both sides of paper sheets for any submittals to the County is desirable whenever practicable.

iv) An authorized representative of the firm must complete and sign at least one (1) original of its SOQ, certifying the truth of the statements and representations made in the SOQ. This can be addressed in the cover letter.

v) Any questions concerning the County's RFQ process shall be directed to Angie Rutherford, County Planner at (208) 354-2593 ext. 204 or emailed to arutherford@co.teton.id.us.

vi) Required information: To be selected, a SOQ must demonstrate that the Respondent is highly qualified and experienced to perform the Services. The SOQ should

emphasize the Respondent's qualifications and experience regarding all aspects of the Services, including familiarity with Teton County, ID. At a minimum, all of the following information MUST be furnished by each Respondent as part of its Statement of Qualifications. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the SOQ.

(1) **Cover Letter:** letter should introduce your firm, identify the single point of contact, and provide a contact telephone number, email address and address. This letter should include a statement committing the personnel and resources identified in the proposer's submittal. Indicate the availability of your firm to start on this project and the capacity to complete the job in a timely manner. It should also include:
   (a) Full, correct legal name and type of business entity
   (b) Address (street and mailing)
   (c) Name of respondent's representative for purposes of notice or other communications regarding the RFQ
   (d) Telephone, facsimile numbers and email addresses of the office and the representative.

(2) **Team Experience**: Describe your firm's experience. Experience should demonstrate recent work with recreation master planning in small communities with multiple jurisdictions and limited funding sources.

(3) **Key Personnel and Qualifications**: Provide an organizational chart identifying the roles and locations of team members. For key personnel, describe each person's role and duties. Include a brief summary of experience and qualifications as it relates to this project. Include Idaho professional registration/certifications where applicable.

(4) **Familiarity with Teton Valley:** Describe your experience working in Teton Valley, or communities similar to Teton Valley. Describe your familiarity working with issues similar to those faced by the community and with the community planning process.

(5) **Project List**: Provide a list of at least three relevant projects your firm has completed.

(6) **References:** Provide a list of at least three references that can be called regarding the firm's past performance, preferably on similar projects. Include names and telephone numbers of all references.

4) SELECTION CRITERIA

a) A scoring committee will consist of representatives from Teton County, the City of Driggs and the City of Victor and others. Each component of the qualifications package will be evaluated based on the information in the Scoring Table:

SCORING TABLE				
Criteria	Available Score	Weight	Score	Weighted Score*
Introductory Letter	1 = complies with req. 0 = does not comply	5%		
Team Experience	1 to 10, where 10 is highest score	25%		
Key Personnel and Qualifications	1 to 10, where 10 is highest score	20%		
Familiarity with Teton County, ID	1 to 10, where 10 is highest score	20%		
Project List	1 to 10, where 10 is highest score	15%		
References	1 = complies with req. 0 = does not comply	15%		
			Total:	

*To get weighted score, multiply score by weight. Example: if score is 7 for 15% = 105
All totals from each committee member will be summed for a final score for each respondent.

5) TERMS AND CONDITIONS

a) The County reserves the right to reject any and all responses, and to waive minor irregularities in any RFQ responses.
b) The opening of any RFQ response does not constitute acceptance of such respondent as a responsible, qualified respondent.
c) The County reserves the right to request clarification of information submitted, and to request additional information from any respondent.
d) The County reserves the right, in its sole discretion, to reject any and all Statements of Qualifications and to waive any technicality, informality or irregularity in any Statement of Qualifications received for any reason at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, the County specifically reserves the right to reject a Statement of Qualifications if the Respondent fails to furnish the data required by this RFQ or if the Statement of Qualifications is in any way incomplete or irregular.
e) The County shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.
f) The County encourages minority and women-owned firms to submit qualifications consistent with the County's policy to ensure that minority and women-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services.

6) PROPOSED SCOPE OF SERVICES

The awarded consultant will be responsible for the research and development of a Recreation and Public Access Master Plan (the Plan) for Teton County.
Four specific focus areas should be addressed:

1. An inventory of existing facilities, programs and services. (15%)

2. An assessment of future recreation needs. (30%)
3. An analysis of feasibility and funding mechanisms for new facilities that have a demonstrated need and community desire. (40%)
4. Identification and a resolution framework for major recreation issues specific to Teton County, ID. (15%)

The Plan must include the entire geographic area of Teton County, but will not address federal lands outside of access and the suitability of access points, current and future. The plan will address facilities and the capital and maintenance expenses of facilities as well as services such as youth sports leagues. The plan must coordinate will all jurisdictions and evaluate how all jurisdictions can work together to maximize the effectiveness of a recreation master plan.

The awarded consultant will be required to work closely with the county planning staff and a citizens' advisory committee that will be established. The project should be thorough, but efficient and done as quickly as possible without sacrificing quality.

7) FIRM SELECTION PROCESS

The County will use the following selection process:

a) Rank RFQ submissions

b) Request proposals from short-listed consultants, if needed

c) Rank received Proposals, if received

d) Negotiate scope of work and contract with highest ranked consultant and with next highest ranked if negotiation is unsuccessful. Final approval of any selected consultant is subject to the action of the Board of County Commissioners.

8) PUBLICATION

a) Notice of this RFQ will be published for two weeks, June 6 and June 13, in the Teton Valley News, the newspaper of record.

Exhibit B

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made effective this _____ day of _____, 2013 by and between the CITY OF DRIGGS, an incorporated City within the County of Teton and the State of Idaho, hereinafter referred to as "CITY" and HARMONY DESIGN, INC. (DBA HARMONY DESIGN & ENGINEERING), a Wyoming S-Corporation, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, the CITY is in the need of the professional planning services to assist in the development of a Recreation and Public Access Master Plan for Teton County;

WHEREAS, the CITY has entered into contract negotiations with the CONSULTANT, based upon qualifications submitted;

NOW, THEREFORE, in consideration of the foregoing recitals and for the covenants and conditions, hereinafter contained both parties hereto agree as follows:

1. Scope of Work

The CONSULTANT and their Sub-Consultants will provide services as described herein.

Task 1.a. Public Outreach Plan

The public outreach plan includes facilitating four meetings with the Advisory Committee (AC); one meeting during each task (inventory, assessment, feasibility, and resolutions). It is important that AC members from diverse recreation interests and all recreation related organizations be included in the AC so that Task 1b-'Inventory of Existing Facilities, Programs and Services' can be completed as accurately as possible. The public outreach plan also includes one public hearing to gather feedback on the final plan and resolution framework. Ballard*King (B*K) will conduct one or two site visits. The first will take place at the beginning of the project, which will allow them to conduct a site tour of the valley and attend the kick off meeting with the AC. The second visit, if desired by the City, will take place at the end of the project, which will allow them to attend the final public hearing. B*K will telephone conference or 'skype' into two of the AC meetings.

Task 1.b. Inventory of Existing Facilities, Programs, and Services

We will rely on the members of the AC to gather data needed to complete the inventory. We will compile the data, compose a summary of the results to be included in the final report, and prepare an exhibit of the existing conditions.

Task 2.a. Online Survey

This task includes an online survey created in Survey Monkey and analyzed by the project team. The survey could be advertised through the websites for the Cities and County and via word-of-mouth through the Advisory Committee.

Task 2.b. Assessment of Future Recreation Needs

This task includes an analysis of the future recreation needs for Teton County, taking into account current and future population and results of the recreation survey completed during Task 1.a. New physical facilities (such as a recreation center with or without an aquatics center), sports programs, informal recreation, and other recreation needs will be assessed. Results will be presented to the AC and to the public at a public hearing and will be included in the final report.

Task 3. Feasibility and Funding Mechanisms for New Facilities

This task includes evaluating both public and private funding and organizational mechanisms available such as a Recreation District, County or City Recreation Department, non-profit organizations, and others. Capital expenses and operation and maintenance costs will be evaluated for new physical facilities identified in Task 2. Options will be evaluated qualitatively by the project team as well as the AC.

Task 4. Identification and Resolution Framework

This task includes a brief discussion of the major recreation issues in Teton County and possible ways to resolve those issues. Collaboration between the Cities of Driggs, Tetonia, and Victor; Teton County; and local non-profit recreation organizations will be considered.

2. Schedule

The following is a preliminary schedule, which can be adjusted, for completing of the Recreation and Public Access Master Plan:

Task	Timeline
Notice to Proceed	August 26, 2013
AC Kick off Meeting	week of September 9
Existing Conditions	completed by October 11
Future Needs Assessment	completed by Nov 8
AC Meeting	week of November 18
Feasibility Analysis	completed by Dec 20
AC Meeting	week of Jan 13, 2014
Resolution Framework	completed by Feb 7
Draft Report	completed by Feb 21
AC Meeting	week of March 3
Final Report	completed by March 21
Public Hearing	April-May 2014

3. Compensation

The fee for the listed Scope of Services will be paid on a **Time and Materials basis, not to exceed $22,500.** The CONSULTANT shall be paid for consulting services rendered at the rates attached hereto as Exhibit A.

An estimated distribution of the costs between tasks is as follows:

Task 1.a.	$6,850
Task 1.b.	$2,430
Task 2.a.	$1,790
Task 2.b.	$3,250
Task 3.	$7,000
Task 4.	$1,180

4. Invoicing

All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Each invoice will represent services completed during the prior month unless otherwise noted on the invoice. Payment not received within 60 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Payments shall be first applied to late charges and then to the principal unpaid amount. If the invoice, including late charges due, is not paid in full within 90 days of the invoice date, CONSULTANT may cease all services on the project and may commence the exercising of its legal remedies. These include, but are not limited to, mechanics' lien rights under applicable law.

The CITY shall notify CONSULTANT in writing within 15 business days of the date of the invoice if the CITY objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Invoices not contested within 15 business days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time. This Agreement shall authorize CONSULTANT to collect any fees and expenses incurred, including reasonable attorney's fees as well as any time billed by CONSULTANT, at our current standard fee schedule, related to the collection of any amounts due from the CITY.

Payment under this agreement is not contingent upon: 1) the CITY being reimbursed by any third party; 2) upon the CITY obtaining financing: or 3) completion of the overall project.

5. Status of Parties

The CONSULTANT is an independent contractor and shall not be considered an employee of the CITY.

6. Insurance

At its own expense, the CONSULTANT (shall provide the CITY with the following;

- Professional liability insurance with minimum coverage of one million dollars ($1,000,000);
- General liability coverage of one million dollars ($1,000,000) per occurrence / two million dollars ($2,000,000); aggregate minimum;
- Workers compensation at state law levels;
- Automobile insurance at one million dollars ($1,000,000) aggregate;
- Proof of coverage listing the City of Driggs as certificate holder on the general liability policy will be required within ten (10) calendar days after execution of an agreement to provide architectural and design services.

7. Change Orders
Should changes to the Scope of Services for each Work Order be initiated by the CITY or necessitated by others beyond the control of CONSULTANT, it is agreed that the Scope of Services and the Compensation shall be modified to reflect these changes as mutually agreed upon by the parties to this Agreement.

8. Third-Party Exclusion
The Agreement shall not create any rights or benefits to parties other than CITY and CONSULTANT, except such other rights as may be specifically called for herein.

9. Certificate of Merit
The CITY shall make no claim for professional negligence, either directly or in a third party claim, against CONSULTANT unless the CITY has first provided CONSULTANT with a written certification executed by an independent design professional currently practicing in the same discipline as the CONSULTANT and licensed in the applicable state. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the CONSULTANT not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

10. Limitation of Liability
In recognition of the relative risks and benefits of projects under this Agreement to both the CITY and CONSULTANT, these risks have been allocated such that the CITY agrees, to the fullest extent permitted by law, to specific limits of liability. The aggregate limits of liability of CONSULTANT, its consultants, and subconsultants on projects under this Agreement shall apply to any and all injuries, claims, losses, costs, or damages whatsoever arising from, resulting from, or in any way related to projects from any and all cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort or statute. The total aggregate liability of CONSULTANT, their consultants, and subconsultants to the CITY, owner and anyone claiming by, through or under the CITY or owner shall not exceed **$50,000** or the amount of CONSULTANT's compensation for that particular project, whichever is less (higher limits are available; CITY should speak with CONSULTANT in that regard). The CITY agrees that any claim filed against CONSULTANT by CITY, will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.

11. Conflict Resolution
All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement or implementation of this Agreement or provision of the services indicated herein shall first be attempted to be resolved through non-binding mediation. The parties further agree that the CITY will require, as a condition for participation in projects under this Agreement that all contractors, all subcontractors, and all suppliers whose portion of the work amounts to five thousand dollars ($5,000) or more, and their insurers and sureties, shall agree to this procedure. If a party does not agree to mediation, that party shall hereby forfeit the collection of any attorney fees arising from any subsequent legal actions.

12. Termination

This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail to substantially perform this agreement through no fault of the party initiating the termination. If this agreement is terminated through no fault of the CONSULTANT, CITY shall pay CONSULTANT for services performed and Reimbursable Expenses incurred in accordance with this agreement. Deliverables will be turned over to the CITY upon full payment. Any deliverables released prior to completion of work shall absolve CONSULTANT of all liability associated with projects under this Agreement.

13. Severability

The CITY and CONSULTANT have entered into this Agreement to communicate mutual understandings and responsibilities to one another. Any provision of the Agreement that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. CITY and CONSULTANT shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of or at least addresses the issues covered by the original provision.

IN WITNESS WHEREOF, this agreement, including all exhibits and attachments, has been fully executed on behalf of the CONSULTANT by its duly authorized officers, and the CITY has caused the same to be executed in its name and in its behalf by its duly authorized officers.

City of Driggs

_____

Signature

Printed Name:_____
Title:_____
Date Signed:_____
Billing Address:_____
Phone #:_____
Fax #:_____
Email: _____

Harmony Design & Engineering

_____

Signature

Printed Name:_____
Title:_____
Date Signed:_____

EXHIBIT A

HARMONY DESIGN & ENGINEERING

SCHEDULE OF RATES

PROFESSIONAL SERVICES

Expert Witness	$250 /hr
Professional Engineering	$125 /hr
Professional Landscape Architecture	$125 /hr
Project Management	$100 /hr
Engineering Design	$90 /hr
Landscape Design & Planning	$90 /hr
CAD Drafting	$60 /hr
Clerical / Travel Time	$45 /hr

DIRECT EXPENSES

Mileage	$0.65 /mile
B&W Copies (8 ½" X 11")	$0.15 /copy
Color Copies (8 ½" X 11")	$0.90 /copy
B&W Prints (24" X 36")	$4.00 /sheet
Color Prints (24" X 36")	$6.00 /sheet
B&W Mylar Sepia (24" X 36")	$12.00 /sheet
CD for electronic files	$2.50 /each

Reimbursable expenses such as outside reproduction, deliveries, postage, and travel costs are charged as listed above or at cost plus ten percent. No mark-up will be applied to Sub-Consultant fees.

These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.
Rates are subject to change.

Effective March 15, 2012

FROM: Planning & Building Staff, Wendy Danielson
TO: Board of County Commissioners
RE: Planning & Building Department Update
DATE: August 21, 2013
MEETING: August 26, 2013

Building Department & Permit Update:
We have issued 53 permits through the end of July. Seventeen of these are new single family residences. We currently have 6 building permits (various types) pending.

Planning Department Update

OTO/BA- There are five one-time-only applications under review. There are four boundary adjustment applications under review. Three one-time only lot splits have been recorded this month

Conditional Use Permits-

On July 29th we received a Conditional Use Permit application from *NOLS (National Outdoor Leadership School).* They are requesting approval to expand their educational operation and living quarters to a parcel they have acquired which is adjacent to their existing property. They are aware we are without a Planning Administrator and that their application will be processed when we are staffed appropriately.

We will be working with the City of Driggs to review a Conditional Use Permit application for *Grand Teton Vodka.* They are requesting approval to expand their current operation on the same property.

Code Compliance: We continue to receive complaints on properties throughout the County. Tom Davis is investigating when possible and documenting the files which he will turn over when a Code Compliance Officer is hired.

Financial: In the requests for this claim period, you will see a claim for partial release of the financial surety posted for the Blue Indian Subdivision improvements. Staff received a request from Harmony Design & Engineering to have $107,064, of the $219,005 originally posted, released to the developer for the line items that have been completed. Jay Mazalewski had inspected the improvements detailed on the report from Harmony Design and is in agreement

that the infrastructure has been completed per the original specifications. (See attached HDE correspondence.)

NEED BOCC ACTION:

Permitted with Conditions- On July 19th we received an application from *Lars Magnusson, dba Blixt & Co.*, for a bird hunting operation. The proposed location is on the North end of the valley near River Rim. Ms. Rutherford, former PA, started preliminary research before she left. Staff, with the help of the Prosecutor, has continued to process the request. This application only requires review and sign off by the Planning Administrator. See attached memo and list of conditions.

Floodplain Manager Contract It has come to our attention that with Angie Rutherford's resignation, the County is left without a floodplain manager. Our Flood Damage Prevention Ordinance (Title 12) requires that either the "Planning Administrator, or designee, be responsible for administering and implementing the provisions" of the ordinance. In preparation for the possibility of an application coming in that would require review by a qualified individual, the Prosecutor and staff recommend that the County use Harmony Design & Engineering as we are already under contract with them for NP review services. They are a local firm, familiar with the area, and will be able to expedite any review that may be necessary. Jenifer Zung, of Harmony, is a Certified Floodplain Manager (CFM). Any costs incurred for review or consultation would be a "pass-through expense" and therefore no expense to the County. If the new Planning Administrator is (or is able to become) a CFM, this portion of the contract with Harmony could be terminated.

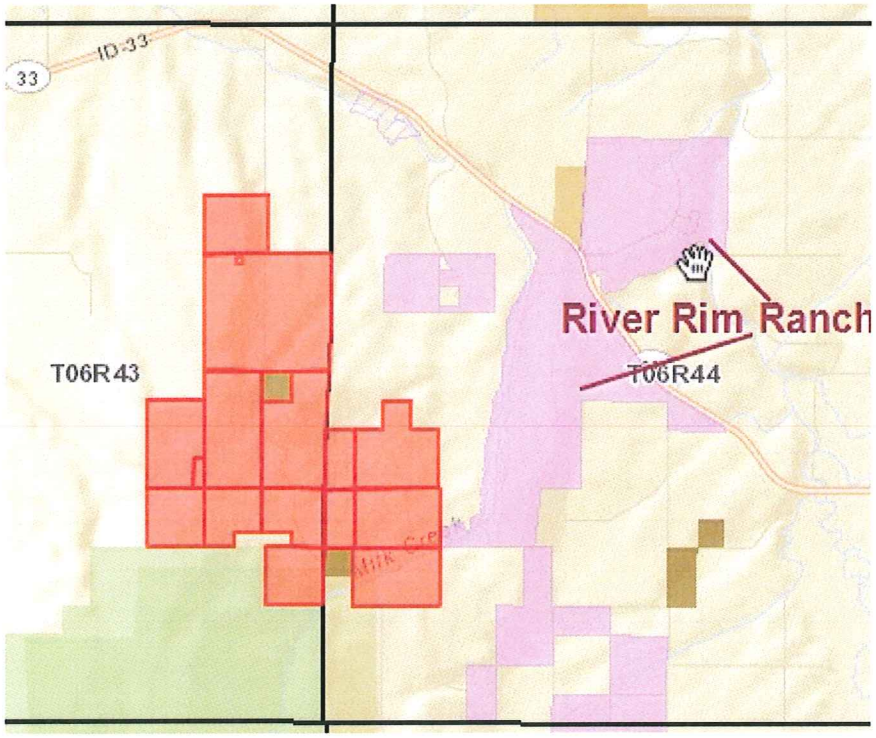
Blixt & Co. Lars Magnusson
Permitted with Conditions Application
Staff Report – August 26, 2013

APPLICANT: Blixt & Co. – Lars Magnusson
LANDOWNER: Grand View Ranch, LP; Ron Judy & Judith Braaksma Judy

APPLICABLE COUNTY CODE: Teton County Zoning Ordinance, Title 8-6-2, Permitted with Conditions. Wildlife Facility which is defined as: "An establishment and operation for the purpose of breeding, raising, rehabilitating, training, protecting, hunting, or selling wild animals, licensed by the state as necessary.

REQUEST: Blixt & Co. is proposing a shooting operation whereby they take clients on a Driven Hunt to hunt birds from a given location. The hunting preserve hours would be between 8:00am and 6:00pm August through April. Clay shooting would take place between the hours of 9:00am and 6:00pm May through December.

LEGAL DESCRIPTION: Parts of sections 12, 13, 23, 24, 25, & 26 T6N, R43E and parts of sections 19 and 30 T6N, R44E
LOCATION: The north end of Teton Valley west of River Rim Ranch and North of the Forest Service Land
ZONING DISTRICT: A20
PROPERTY SIZE: Approximately 3,540 acres
VICINITY MAP:



PROJECT DESCRIPTION: The proposed use is a hunting preserve that will operate in compliance with the Hunting Preserve Permit issued by the Idaho Fish and Game Department. Hunting will be a "driven hunt" of pheasant and partridge.

PROJECT BACKGROUND: See the attached narrative provided by Lars Magnusson dated July 18, 2013

KEY ISSUES: See the attached notes left by former Planning Administrator Ms. Angie Rutherford regarding the high concentration of lead shot that will be used in the operation.

PLANNING STAFF COMMENTS: The materials submitted with the application included a brochure outlining the hunting operation and listing their website address. A couple of excerpts from that site are attached to this report. Staff recommends that, if the Board is looking for more details regarding the operation, how it's been advertised, and how it will be run, this website may be helpful. www.blixtco.com.

INTER-AGENCYAND DEPARTMENTAL REVIEW COMMENTS

Idaho Fish & Game – the State department of Fish and Game has issued a Commercial Permit for a shooting preserve. Their permit includes 19 standard provisions. A conversation with Doug Peterson of Fish & Game confirmed that there were no additional conditions placed on the permit.

STAFF'S RECOMMENDED CONDITIONS OF APPROVAL

Teton county Title 8, Chapter 6 Uses Permitted with Conditions, specifies 4 standard conditions that apply to this use. See attached Title 8 table on page 6-7 and pages 6-5 & 6-6. Section 8-6-2-B-43 lists 5 additional conditions which apply specifically to a Wild Life Facility.

Staff recommends that the following 2 condition be added:

1. There will be no gunfire across the county road.
2. Require that an ad or notice be placed in the local newspaper(s) by Blixt & Co. alerting the public that private roads intersecting a county road will be gated from *(date to date)* and warnings will be posted during the hunting operation. These ads should be run every week throughout the entire hunting season/operation.

Attachments:

Notes from former PA Angie Rutherford
Excerpt from Teton County Title 8 Zoning Ordinance
Application Narrative submitted by Lars Magnusson with map
Website excerpts
Idaho Fish & Game permit (with standard provisions)

APPLICANT: Blixt & Co. Lars Magnusson
APPLICABLE COUNTY CODE: Teton County Zoning Ordinance- Title 8-6-2-B-43 Permitted with Conditions: Wildlife Facility which is defined as: "An establishment and operation for the purpose of breeding, raising, rehabilitating, training, protecting, hunting, or selling wild animals, licensed by the state as necessary."
REQUEST: Blixt & Co. is proposing a shooting operation whereby they take clients on a driven hunt to hunt birds from a given location. This is a high-end operation and attracts clients from all over the world.

NOTES TO NEW TETON COUNTY PLANNER:
I had a pre-application meetings with Lars on 7/18. Lars has also been in contact with me about this operation via the River Rim Ranch plat amendment which, if approved, would allow him to use the existing sales building at River Rim as a Bed & Breakfast for his operation to host his clients. Lars began work on this permitting process last winter when Bill Collins of Collins Planning began initial conversations with Curt Moore, then County Planner.

Lars has applied for a Fish and Game permit to allow the use (the application is pending) and has also begun to organize a neighborhood meeting for parties interested in the proposal.

I like the proposal from an economic development standpoint, but I have concerns about putting such a high concentration of lead shot into a relatively small area during these intensive hunting events. After a conversation with Fish and Game, there are also concerns about dead or dying birds being left in the environment and attracting raptors, disrupting their typical migration patterns and foraging on potentially lead-poisoned birds. Additionally, the carrion attracts higher concentrations of scavengers than what might be "normal" and their concentrated effects are unknown. I would recommend two things as conditions of approval (it is allowed in the code to add additional conditions to those articulated). 1. The use of non-toxic shot (no lead) on all hunts. 2. Work with Fish and Game to quantify the systemic effects of the operation. Attempt to answer the question of how the operation is affecting the ecosystem in the area. This might include taking blood samples of individual birds to determine lead levels, studying the effects of concentrating dead or wounded birds in the area and what that does to other populations of raptors and scavengers and their prey.

These notes were written by former PA Ms. Rutherford prior to her departure from the county.

8-6-2: USES PERMITTED WITH CONDITIONS PROCEDURES:

A. **PROCEDURE:** Applicants for a use permitted with conditions (PC) are required to have a pre-application conference with the planning administrator or his/her designee. Requests for a PC shall be submitted on the prescribed application form to the planning administrator who shall approve or deny the application. In the case where an application is denied, the applicant may choose to apply for a conditional use permit following the procedures in 8-6-1 above.

1. Application Form: Application and checklist for a PC permit shall be filed with the Planning Department on forms prescribed by the Commission accompanied by such data and information necessary to assure the fullest presentation of facts and evaluation of the requested permit.

2. Filing Fee: A filing fee as set by the current fee schedule shall be submitted by the property owner or owner's representative at the time of filing on application for a PC permit. The County shall accept no application or filing fee until the applicant for consideration of the request submits a complete application with required information and data.

3. Criteria for Approval: The standard conditions below are applicable to any proposed PC use in the identified zone district. These standard conditions are considered minimum conditions. Conditions other than the standard conditions are listed in Section B below for each PC use. Administrative conditions may be placed on the applicant prior to permit issuance and may be included in the PC permit by the planning administrator, when determined necessary from site evaluations, or as determined by Table 8-6-2.

a. Buffer: Buffers not less than 20 feet in width from all property lines shall be provided and maintained, unless otherwise specified.
b. Screening: Screening from adjacent uses or developments, including across a county road from such a use or development, shall be provided and maintained. Screening shall be accomplished by landscaping at least six (6) feet high and should be high altitude, native plant material, trees and shrubs or existing vegetation.
c. Lighting: Outdoor lighting, current and future, shall comply with the Outdoor Lighting provisions of this Title, Section 8-4-6.
d. Parking: The parking requirements of Title 8, Table 3 shall be met and the Americans with Disabilities Act (ADA) required handicap parking spaces provided. In lieu of the above, a parking plan prepared by a professional in the field shall be submitted to the planning administrator for consideration.
e. Hours of Operation: Hours of operation shall be from 6:00 a.m. to 10:00 p.m. Monday through Saturday, unless otherwise specified in Title 8 or in the PC permit.
f. Signage: Signage shall comply with the Title 8, Chapter 9 sign requirements.

g. Outside Storage: Where outside storage is permitted, such use shall be located in the rear yard and a sight proof fence or natural screening shall be provided and maintained around the storage area at least one foot higher than the stored material.

Table 8-6-2 Standard PC Conditions. A use in a listed zone district below shall comply with all conditions checked by an X for that use.	Buffer	Screening	Lighting	Parking	Hours of Operation	Signage	Outside Storage	Building Height	Technical Studies	Additional Inspections	Additional Comments
Agriculture											
Agricultural Processing Plant (A-20)	X		X		X		X				X
Beekeeping (A-2.5)	X						X				
Blacksmith (A-20, A-2.5)					X		X				
Commercial Feed Lot (A-20)	X	X					X		X	X	X
Dude Ranch (A-20, A-2.5)			X	X	X		X				
Plant Nursery/Greenhouse (A-20, A-2.5)	X	X	X	X	X	X	X	X			
Riding Academy (A-20, A-2.5, M-1)	X		X	X	X	X		X			
Riding/Training Stable (A-20, A-2.5, M-1)	X	X	X	X	X	X	X	X		X	
Wildlife Facility (A-20, A-2.5)				X	X	X	X				
Residential (amd. 2011-08-11)											
Day Care Facility, Group (A-20, A-2.5, R-1, C-2)				X	X	X				X	X
Dwelling, Accessory Unit (A-20, A-2.5)				X							
Wind Energy System (A-20, A-2.5, C-1, C-2, C-3, M-1)	X		X					X	X		X
Retail/Services/Office											
Animal Grooming / Training (A-20)				X	X	X					
Bed and Breakfast Residential (A-20, A-2.5)	X			X		X					
Composting Facility (A-20)	X							X	X	X	
Construction Materials Sales and Services (M-1)			X				X			X	
Heavy Equipment Sales Lot (M-1)	X	X	X	X	X	X	X				
Kennel/Animal Boarding, Pet Daycare (A-20)	X	X	X	X		X	X		X	X	
Storage Units (M-1)		X	X		X	X	X				
Vehicle Repair Shop (M-1)	X	X	X	X	X	X	X				
Vehicle Sales Lot (M-1)	X	X	X	X	X	X	X				
Vehicle Wash (M-1)	X	X	X		X						
Veterinary Clinic (A-20)		X	X	X		X					
Waste Material Resale Store (A-20, M-1)	X	X			X		X				

a. The minimum parcel or lot area shall be two and one-half (2 ½) acres;
b. All piles of feed or bedding shall be located at a minimum of 50 feet from any road right-of-way or any adjacent property boundary in order to minimize odor and nuisance problems;
c. Manure piles:
    i. Shall be stored for removal within an enclosure a minimum of 40 cubic feet in size;
    ii. Shall be removed from the premises at least one (1) time per week and/or applied to an agricultural field meeting all local, State, and Federal requirements for land application;
    iii. May be composted if approved by the Soil and Water Conservation District and is in compliance with this Title; and
    iv. Shall be stored no closer than 200 feet to any parcel boundary or county or State maintained right-of-way.
d. All buildings and pens shall be at least 50 feet from the nearest parcel boundary line or right-of-way line; and
e. There shall be no more than one (1) such wildlife game farm operation/facility allowed per parcel.

44. Wind Energy System (A-20, A-2.5, C-1, C-2, C-3, M-1)
    a. A site plan shall be submitted that details the site conditions, topography, and proposed system location including setbacks from property boundaries, road rights-of-way, and easements;
    b. An architectural rendering looking from the nearest county road and state highway shall be submitted;

    c. Standard engineering drawings of the wind turbine structure and stamped engineering drawings of the tower, base, footings, and/or foundation, as provided by the manufacturer, shall be submitted;
    d. The wind energy system shall be certified under the small wind certification program recognized by the American Wind Energy Association;
    e. The system shall be set back a minimum of the tower height plus the length of one blade (i.e. the turbine's total height) from a property boundary, utility line, or road right-of-way;
    f. Sound produced by the turbine under normal operation conditions shall not exceed 60 decibels at the property boundary (sound levels may be exceeded during short-term events such as utility outages or severe windstorms);
    g. Tower supports (i.e. guy anchors), if any, shall be at least ten (10) feet from any property boundary;
    h. The system shall not be located where a portion of the system is visible above a ridgeline from the nearest county road or state highway. Where a system is not located on a ridgeline and will be visible from the nearest county road or state highway, the tower (pole) shall not be taller than 60 feet determined from the grade of the fixed portion of the tower, excluding the turbine;
    i. Commercial markings, messages, or banners on the turbine or tower (pole) are prohibited;
    j. The turbine or tower shall not be illuminated;
    k. The entire system shall be all one neutral non-reflective color;

BLIXT CO.

APPLICATION FOR WILDLIFE FACILITY
LARS MAGNUSSON
JULY 18, 2013

Applicant
Lars Magnusson
Blixt & Co. LLC
P.O. Box 10347
Jackson, WY 83002
307-733-5450 (ofc.)
307-413-5450 (m.)
lars@blixtco.com

Project Location

- The majority of the operation will occur in T5N and T6N, R43E and R44E, parts of Sections 13,19,23,24,25,26, 29,30,31,32. (See attached annotated aerial #1 for project area).
- The applicant leases Grand View 2-6 (or partitions of), as well as Big Game View and Grand View 1.
- The deeds for the two ownerships are attached.

Project Description

- The proposed use is a hunting preserve and will operate in compliance with a Hunting Preserve Permit from the Idaho Fish and Game Department.
- Hunting will include pheasant and partridge shooting.
- The birds settle in the trees and underbrush on the sloping land. Personnel and Hunters will walk through these areas causing the birds to take flight. Hunters walk along the flat ground and shoot the birds over-head with shotguns.
- No additional buildings are proposed at this time. Existing structures such as fences may be repaired, moved or removed. Any relocated structure will comply with the minimum setback of 30 feet from county road.
- Sanitation will be provided with portable toilets and approximately 20 parking spaces will be provided. Two areas are identified on the attached annotated aerial #2 for the parking and sanitation facilities.

Taken from: blixtco.com

Blixt & Co. is proud to announce our newest shooting property opening 2013.

Beckhurst Shooting Ground nestles in the foothills of the Big Hole Mountains, facing the majestic Teton Range, with Idaho's rich agricultural land spreading throughout the valley.

The newest addition to the Blixt & Company portfolio, the shoot is located only 15 minutes from Driggs, Idaho in the Teton Valley and not far from River Rim Ranch. The estate encompasses a number of deep ravines, as well as fine rolling farmland. The shooting area on the estate is 2,500 acres of varied topography, with long canyons and arching bowls that sits within a much larger 6,000 acre area, backing up to National Forest. A perfect setting for driven shooting, and the truly grand vistas provides all participants the feeling of almost touching the Grand Tetons.

LODGE

Starting in 2013, Blixt & Co will provide comfortable, elegant hospitality and lodging, complete with our private chef and all of the attention to detail you have come to expect, at River Rim Ranch in Teton Valley, Idaho. Located conveniently half way between both Blixt shooting estates, River Rim Ranch is the perfect location for our new lodging. Nestled between the pristine Teton River and dramatic Grand Teton Mountain Range, River Rim stretches across 5,400 acres of predominately-preserved ranch and agricultural land. Breathtaking, four-season views span from the Teton Mountains in the east across the Teton River to wide Idaho prairies and sunsets to the west. Visits to Yellowstone and Grand Teton National Park are easy day trips.

Access to many of the west's most enjoyable attractions are close by. Jackson Hole is 55 miles to the west and provides year-round access. The west entrance to Yellowstone National Park is about 85 miles from our front door and the Grand Teton National Park Visitor Center is only 52 miles away. Grand Targhee Ski Resort is located 26 miles from River Rim Ranch while the Jackson Hole Mountain Resort is only 50 miles to the east.

COPY

Shooting Preserve Permit Fee $331.50
Payable upon approval

JUL 19 2013

434791692

2014 IDAHO
COMMERICAL PERMIT
SHOOTING PRESERVE PERMIT

705-14-000014 $331.50

MAGNUSSON, LARS
P O BOX 10347
JACKSON HOLE, WY 83002
ISSUED: 08/14/2013 15:14 MT @ 009996 JMS1
VALID DATES: 08/14/2013 - 06/30/2014

STATE OF IDAHO
:TMENT OF FISH AND GAME

FOR SHOOTING PRESERVE PERMIT

:ode, a shooting Preserve Permit is hereby applied for by:

.C - LARS MAGNUSSON

JACKSON WY 83002
City State Zip

:405113 11 1 29 1 2012
Driver's License No. Driver's license issue date

6' 01" 200 OCT, 19 1974
Height Weight Date of Birth

Acting as agent for: BLIXT & COMPANY LLC
(Preserve or Corporation Address)

If property is leased, name and address of lessor: CHARLES WEISS

Species of upland game birds to be reared and/or released:
PHEASANT & PARTRIDGES

8. Captive bred bird species authorized for use/release are pheasants, gray partridge, chukar, French red-legged partridge, quail (California, bobwhite, gambel's and mountain quail) and grouse (spruce, ruffed, blue, sage, and sharp-tail).

9. A minimum of 200 birds of each species permitted must be released each permit season; imported birds must be certified disease free.

10. Birds released must be marked by leg banding, toe clipping with healed scar or nasal scarring from captive hooding and certified as disease free under standards set forth by the National Poultry Improvement Program.

11. Wild birds taken accidentally must be marked with a band purchased from the Department of Fish and Game.

12. Persons hunting on the preserve must have a valid Idaho hunting license or shooting preserve hunting license.

13. No more than 85% of the total number of each classified game bird species released may be taken. One hundred percent of other exotic species may be taken.

14. A registration book must be maintained listing the names, addresses, hunting license numbers, dates hunted and game taken by sex and species for each hunter.

15. Accurate records of total numbers, by sex and species, of game birds received and the date and numbers released must be maintained.

16. All rearing and holding facilities must be inspected and approved by the Director.

17. The Director or his designee shall be allowed reasonable access to the Preserve to inspect records and hunter bags.

18. Permits are valid July 1 through June 30 (fiscal year).

19. Violation of any provisions relating to the regulation of shooting preserves shall be grounds for revocation of this permit.

_____ _____

Signature of applicant date

For Department Use Only

Date of Inspection: _____

Officer Name: _____

Name of Preserve _____

Comments: _____

I recommend this license be:

Approved [ ] Denied [ ] Re-issued [ ]

_____ _____

Officer Signature date

Department of Fish and Game
Virgil Moore, Director

Permit No. _____

Date issued: _____ issued by: _____

Approved by: _____

Signature

BUDGET TOTALS

Fiscal Year: 2014 **Budget #:** 1 **Description:** 2014 DRAFT BUDGET **Type:** EXPENDITURE

Fund	Department	Dept Requested Amount	Budget Officer Amount	Approved Amount
0001	GENERAL FUND (CURRENT EXPENSE)			
00	GENERAL FUND (CURRENT EXPENSE)			
01	CLERK / AUDITOR	117,212.00	116,312.00	152,784.00
02	ASSESSOR	209,293.00	204,481.00	267,094.00
03	TREASURER / TAX COLLECTOR	141,422.00	141,422.00	180,778.00
04	SHERIFF	934,701.00	837,341.00	1,017,712.00
05	COMMISSIONERS	132,319.00	132,435.00	179,841.00
06	CORONER	31,720.00	29,394.00	34,890.00
07	PROSECUTING ATTORNEY	184,571.00	184,747.00	244,638.00
08	PUBLIC WORKS DIRECTOR	81,301.00	85,001.00	105,583.00
09	NEW COURTHOUSE BLDG & GROUNDS	129,254.00	126,178.00	163,301.00
10	OLD COURTHOUSE BLDG & GROUNDS	11,080.00	11,330.00	11,330.00
11	EMERGENCY MANAGEMENT	51,339.00	51,339.00	65,131.00
12	DATA PROCESSING-OLDCOURTHOUSE			
13	COUNTY AGENT	48,465.00	46,989.00	52,960.00
14	INFORMATION TECHNOLOGY	244,416.00	210,724.00	282,572.00
15	ELECTIONS	48,710.00	45,810.00	54,530.00
17	LAW ENFORCEMENT CENTER	30,470.00	18,510.00	18,510.00
18	GENERAL	1,106,007.00	1,069,808.00	382,249.00
19	DISPATCH	281,796.00	246,845.00	317,167.00
20	JAIL	115,713.00	110,113.00	108,613.00
21	PLANNING DEPARTMENT	136,380.00	96,240.00	135,895.00
22	BUILDING DEPARTMENT	93,038.00	93,302.00	125,840.00
23	GIS DEPARTMENT	144,660.00	99,760.00	103,850.00
31	EMERGENCY SERVICES BUILDING	18,650.00	10,650.00	10,650.00
	TOTAL GENERAL FUND (CURRENT EX	**4,292,517.00**	**3,968,731.00**	**4,015,918.00**
0002	ROAD AND BRIDGE			
00	ROAD AND BRIDGE	1,201,877.00	1,239,816.00	1,237,912.00
	TOTAL ROAD AND BRIDGE	**1,201,877.00**	**1,239,816.00**	**1,237,912.00**
0006	DISTRICT COURT & JUVENILE PROB			
01	DISTRICT COURT	348,392.00	343,658.00	327,981.00
02	JUVENILE PROBATION	204,243.00	194,149.00	194,149.00
	TOTAL DISTRICT COURT & JUVENILE	**552,635.00**	**537,807.00**	**522,130.00**
0008	JUVENILE PROBATION			
00	JUVENILE PROBATION			
	TOTAL JUVENILE PROBATION			
0015	ELECTIONS - STATE FUNDS			
00	ELECTIONS - STATE FUNDS	58,171.00	64,116.00	63,000.00
	TOTAL ELECTIONS - STATE FUNDS	**58,171.00**	**64,116.00**	**63,000.00**
0016	INDIGENT AND CHARITY			
00	INDIGENT AND CHARITY	102,646.00	103,550.00	103,550.00
	TOTAL INDIGENT AND CHARITY	**102,646.00**	**103,550.00**	**103,550.00**
0020	REVALUATION			
00	REVALUATION	116,800.00	116,800.00	116,800.00
	TOTAL REVALUATION	**116,800.00**	**116,800.00**	**116,800.00**
0021	SPECIAL PLANNING PROJECTS			

BUDGET TOTALS

Fiscal Year: 2014 **Budget #:** 1 **Description:** 2014 DRAFT BUDGET **Type:** EXPENDITURE

Fund	Department	Dept Requested Amount	Budget Officer Amount	Approved Amount
0021	**SPECIAL PLANNING PROJECTS**			
00	SPECIAL PLANNING PROJECTS		52,000.00	72,000.00
	TOTAL SPECIAL PLANNING PROJECT		**52,000.00**	**72,000.00**
0022	**SOLID WASTE - SELF ASSURANCE**			
00	SOLID WASTE - SELF ASSURANCE			
	TOTAL SOLID WASTE - SELF ASSURA			
0023	**SOLID WASTE**			
00	SOLID WASTE	1,428,159.00	1,448,583.00	1,449,583.00
	TOTAL SOLID WASTE	**1,428,159.00**	**1,448,583.00**	**1,449,583.00**
0024	**TORT**			
00	TORT	116,607.00	116,607.00	116,607.00
	TOTAL TORT	**116,607.00**	**116,607.00**	**116,607.00**
0027	**WEEDS**			
00	WEEDS	86,550.00	86,700.00	81,300.00
	TOTAL WEEDS	**86,550.00**	**86,700.00**	**81,300.00**
0033	**ROAD, SPECIAL**			
00	ROAD, SPECIAL	1,215,000.00	1,215,000.00	1,228,653.00
	TOTAL ROAD, SPECIAL	**1,215,000.00**	**1,215,000.00**	**1,228,653.00**
0036	**PROSECUTOR'S SPECIAL DRUG FUND**			
00	PROSECUTOR'S SPECIAL DRUG FUND	15,000.00	15,000.00	15,000.00
	TOTAL PROSECUTOR'S SPECIAL DRU	**15,000.00**	**15,000.00**	**15,000.00**
0041	**BUILDING FUND**			
00	BUILDING FUND	1,026,500.00	1,826,500.00	1,826,500.00
	TOTAL BUILDING FUND	**1,026,500.00**	**1,826,500.00**	**1,826,500.00**
0043	**ROAD IMPROVE-DEVELOPER DONATIO**			
00	ROAD IMPROVE-DEVELOPER DONATIC	100,000.00	100,000.00	100,000.00
	TOTAL ROAD IMPROVE-DEVELOPER I	**100,000.00**	**100,000.00**	**100,000.00**
0044	**EMERGENCY 911 COMMUNICATIONS**			
00	EMERGENCY 911 COMMUNICATIONS	184,600.00	184,600.00	185,654.00
	TOTAL EMERGENCY 911 COMMUNICA	**184,600.00**	**184,600.00**	**185,654.00**
0050	**AMBULANCE SERVICE DISTRICT**			
00	AMBULANCE SERVICE DISTRICT	635,298.00	630,636.00	630,636.00
	TOTAL AMBULANCE SERVICE DISTRI	**635,298.00**	**630,636.00**	**630,636.00**
0051	**MOSQUITO ABATEMENT DISTRICT**			
00	MOSQUITO ABATEMENT DISTRICT	310,672.42	309,172.42	309,172.42
	TOTAL MOSQUITO ABATEMENT DISTI	**310,672.42**	**309,172.42**	**309,172.42**
0054	**WATERWAYS/VESSEL FUND**			
00	WATERWAYS/VESSEL FUND	7,000.00	15,000.00	15,000.00
	TOTAL WATERWAYS/VESSEL FUND	**7,000.00**	**15,000.00**	**15,000.00**

BUDGET TOTALS

Fiscal Year: 2014 **Budget #:** 1 **Description:** 2014 DRAFT BUDGET **Type:** EXPENDITURE

Fund	Department	Dept Requested Amount	Budget Officer Amount	Approved Amount
0060	**HOUSING AUTHORITY**			
00	HOUSING AUTHORITY			
	TOTAL HOUSING AUTHORITY			
0061	**FEMA TETON CREEK RESTORATION**			
00	FEMA TETON CREEK RESTORATION	618,000.00	618,000.00	956,000.00
	TOTAL FEMA TETON CREEK RESTOR	**618,000.00**	**618,000.00**	**956,000.00**
0062	**IDAHO E911 GRANTS**			
00	IDAHO E911 GRANTS	93,000.00	132,000.00	76,218.00
	TOTAL IDAHO E911 GRANTS	**93,000.00**	**132,000.00**	**76,218.00**
0075	**COUNTY HOSPITAL OPERATION**			
00	COUNTY HOSPITAL OPERATION			
	TOTAL COUNTY HOSPITAL OPERATIC			
0082	**FAIR BOARD**			
00	FAIR BOARD	50,250.00	34,700.00	34,700.00
	TOTAL FAIR BOARD	**50,250.00**	**34,700.00**	**34,700.00**
0084	**TETON VALLEY ARENA FUND**			
00	TETON VALLEY ARENA FUND	246,500.00	246,000.00	247,000.00
	TOTAL TETON VALLEY ARENA FUND	**246,500.00**	**246,000.00**	**247,000.00**
0086	**GRANTS**			
02	ROAD & BRIDGE	264,885.00	218,610.00	218,610.00
04	SHERIFF'S GRANTS	65,611.00	65,651.00	64,549.00
06	COURT & PROBATION GRANTS			
11	EMERGENCY MANAGEMENT GRANTS	20,000.00	20,000.00	20,000.00
18	GENERAL			
23	FEMA - STABILIZE STREAM BANK			
44	IDAHO E911 GRANTS			
	TOTAL GRANTS	**350,496.00**	**304,261.00**	**303,159.00**
0090	**IMPACT FEES-REC FACILITIES**			
00	IMPACT FEES-REC FACILITIES	12,000.00	12,000.00	12,000.00
	TOTAL IMPACT FEES-REC FACILITIES	**12,000.00**	**12,000.00**	**12,000.00**
0091	**IMPACT FEES-SHERIFF FACILITIES**			
00	IMPACT FEES-SHERIFF FACILITIES		30,000.00	30,000.00
	TOTAL IMPACT FEES-SHERIFF FACILI		**30,000.00**	**30,000.00**
0093	**IMPACT FEES-CIRC FACILITIES**			
00	IMPACT FEES-CIRC FACILITIES	125,000.00	125,000.00	125,000.00
	TOTAL IMPACT FEES-CIRC FACILITIES	**125,000.00**	**125,000.00**	**125,000.00**
	GRAND TOTAL	**12,945,278.42**	**13,532,579.42**	**13,873,492.42**

**********END OF REPORT**********

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO

****

RE:	)	
	)	
	)	ADMINISTRATIVE ORDER
	)	2013-14-8
GUN ORDER FOR THE 7TH	)	
JUDICIAL DISTRICT	)	
	)	
	)	

Whereas, the District Court of the Seventh Judicial District, State of Idaho, desires to maintain an efficient judiciary responsive to the safeguard and protection of those individuals requiring the use of the various court buildings in the Seventh Judicial District; and

Whereas, the Administrative District Judge, charged by the statutes of Idaho with administrative supervision and authority over the operation of the District Courts (I.C. §1-907), and acting in his inherent power to control all actions and conduct within the various court buildings of the Seventh Judicial District and to insure the safety of said buildings, the employees and members of the judiciary therein, all persons lawfully entering and using said public buildings, and all litigants and counsel in matters coming before the Courts, the Administrative District Judge does hereby enter this order to provide for the management and security of the various courthouses in the district and orderly conduct of all proceedings therein:

NOW, THEREFORE, IT IS ORDERED, that all persons entering the courthouses of the Seventh Judicial District, State of Idaho, except *bona fide* peace officers as described in the Idaho Code, court security officers, prosecutors and their staff, sworn officers and agents of the state and federal governments, persons authorized to carry weapons pursuant to I.C. § 18-3302(12)(a), (b), (c), or (e), and persons authorized to secure public buildings of the State of Idaho, **ARE HEREBY PROHIBITED FROM CARRYING OR HAVING READILY ACCESSIBLE TO THEM AT ANY PLACE INSIDE ANY SUCH COURTHOUSE OR COURT ANNEX BUILDINGS OF THE SEVENTH JUDICIAL DISTRICT ANY FIREARMS, DANGEROUS WEAPONS, EXPLOSIVES, OR INCENDIARY DEVICES,** without prior written approval of the Administrative District Judge or a resident judge obtained upon a showing of good cause for the possession or such an item. However, no individual exempted above from the provisions of this order is authorized to carry or access such weapon, whether concealed or openly displayed, when appearing in any court facility in a personal or otherwise unofficial capacity. Any term or phrase herein referencing a courthouse of the Seventh Judicial District shall mean the entirety of any courthouse building, court annex building, district clerk office or annex, or any facility housing court related offices, regardless of the presence of non-court related offices in such building.

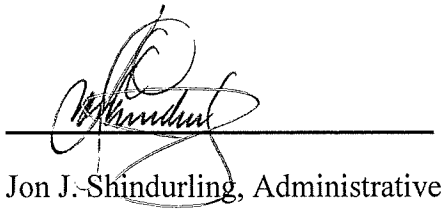
IT IS FURTHER ORDERED, that all persons entering into a court facility located in the Seventh Judicial District, including, but not limited to official courtrooms therein and areas adjacent, are hereby prohibited from uttering loud, threatening, or abusive language or otherwise engaging in any disorderly or disruptive conduct at any place within such building, or from committing any such acts with the intent to impede, disrupt, or disturb the orderly conduct of any session of the Court or other judicial, quasi-judicial, administrative, or executive body or tribunal holding a proceeding therein.

IT IS FURTHER ORDERED, that upon disclosure of this order to any person committing any of the proscribed acts, unless such person immediately ceases and desists from committing said acts, and complies with the directions of any peace officer, court security officer, judicial officer, or other court personnel in furtherance of this order, **such person shall be in contempt of the District Court and may be imprisoned or fined accordingly.**

IT IS FURTHER ORDERED, that copies of this order shall be posted at conspicuous places in each courthouse of the Seventh Judicial District, along with any other buildings or annexes included in this order, to provide notice to all parties entering such.

IT IS FURTHER ORDERED, that any peace officer or court security officer observing a person acting in conflict with this order is hereby authorized to take such person into custody to be brought before the appropriate court to answer to any and all allegations of contempt in violation of this order.

DATED This 14th day of August, 2013



Jon J. Shindurling, Administrative District Judge

cc: 7th Judicial District Sheriff's
7th Judicial District County Commissioners
7th Judicial District Elected Prosecutors
7th Judicial District Police Chiefs
7th Judicial District Elected Clerks
7th Judicial District Judges
7th Judicial District Bar Association
Idaho State Police
Felony Probation and Parole

TETON COUNTY JUVENILE PROBATION

89 N MAIN Ste 4 • DRIGGS ID 83422 • P208-354-3862 • F208-354-2994

BRITTANY CAMPBELL
Chief Juvenile Probation Officer

Date: 8/22/2013

To: Board of County Commissioners

From: Brittany Campbell Teton County Juvenile Probation

Subject: Mini Grant from the Idaho Department of Juvenile Correction

The Idaho Juvenile Justice Commission (IJJC) voted on June 13th, to provide a mini-grant to every County/Tribal Juvenile Justice Department in Idaho This project is for computer equipment to increase the ability to connect with the Department's Idaho Juvenile Offender System (IJOS) and/or the on-line Youth Level Service/Case Management System (YLS/CMI) to assist with the re-entry process as juveniles are reintegrating into the community after state commitment. If you are interested in participation in this mini-grant program, please return the attached request form for approval. Counties and Tribes will be responsible for a 10% match of funds.*

Amount Available: Up to $2,000 per County & Tribe

Required Match: County & Tribes must provide 10% match of the total cost with cash from a non-federal source*

Project Period: July 1, 2013 to September 30, 2013

Allowable Costs: Computers (including laptops, tablets), monitor, keyboard, mouse, printer, scanner

Payment: Counties & Tribes will be reimbursed for allowable and approved costs purchased before September 30, 2013

Reporting: Applicants will complete the Reimbursement Request & Close-Out Document (attached)

I am proposing that we use this funding to get a new updates desktop in the amount of $1470.77. Right now the probation department is working off only a laptop. I am also proposing that we pay for 20 months of a data plan through AT&T to help with tracking and keeping track of juvenile on probation.

This is a great opportunity to improve some office materials a minimal cost to the county. Please let me know if there are any questions.

Grant Application Proposal

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

Department or Board applying for Grant: Juvenile Probation

Contact Person: Brittany Campbell Intended Project Manager: Brittany Campbell

Grant Title: Mini Grant

Granting Agency: Idaho Department of Juvenile Corrections

Date of Award Decision: It has already been awarded to each Juvenile probation department in District 7

Grant Timeline: July 1st- Sept 30th Claims need to be into the IDJC by Sept 30th

Dollar Amount of Grant Request $2,000.00

Teton County obligations if grant is awarded *(match, continuing maintenance, reporting schedule)*:

Teton County would be asked to do a grant match of 9% for the 2,000.00 spent.
*Matching Funds – To figure the matching fund amount, take your $ allocation / 9 = required cash match. For example, if your application is for $2,000 / 9 = $222 in matching funds.

Other contingencies of grant:

T

his is a onetime mini grant being given to the counties. It can only be used for computer equipment to increase the ability to connect with the Department's Idaho Juvenile Offender System (IJOS) and/or the on-line Youth Level Service/Case Management System (YLS/CMI) to assist with the re-entry process as juveniles are reintegrating into the community after state commitment.

Other agencies involved in the grant and their obligations: Idaho Department of Juvenile Corrections as payee.

Brief written overview of grant: I would like to use this grant to stay proactive in keeping up to date computer equipment. Right not the Juvenile Probation Department only has one laptop for the department. I would also like to use this grant to get an updated phone with a data plan so that I can receive work emails, have a GPS system for home visits, and internet access for juvenile on ankle monitors.

Benefit of grant to citizens Teton County: This does not come with any increase in taxes to the community, but allows the probation department to provide better services to those on probation, which in return benefits the community.

Signed: Britty Campbell Date: 8/22/13
(Contact Person Listed Above)

Signed: Britty Campbell Date: 8/22/13
(Responsible Elected Official or Department Head)

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

☐ Denied

Signed: _____ Date: _____
(Commissioner)

MEMO

DATE: August 22, 2013

FROM: Dawn Felchle, Tom Davis & Jay Mazalewski

TO: County Commissioners

RE: 150 Courthouse Drive – Maintenance & Repairs
LEC Building

Item #1: Generator at Courthouse has not been inspected or load tested since installation summer of 2009 (4 years). Precision Power (Kaysville, UT with technicians in Southern ID) has presented us with a quote for annual maintenance of the generator. Precision Power is in our area and Jackson every quarter doing the exact same for Broulims, T-Mobile, AT&T and several hospitals. I do not think we probably need to go every year, but it would be nice to have a company available for the unexpected failures and for routine maintenance and inspection every "few" years. Because the amount is more than $500 (see attached quote), I am asking the Board permission to spend an amount not to exceed $800 from the Building & Grounds Fund #01-09-800 (there is $2,600+ in the line item). Precision Power will be doing their pre-winter inspections the first week of September. The price quoted us is if we piggy-back on their regular schedule to spread travel costs among the various clients.

NOTE for Future: Greg Adams, EMC would like to schedule for several of our portable generators as well, especially the ones being used for 911 radio communications (Relay Ridge & Fred's Mt.) Portable units require a 2 Hour Load Test. We have 2 stationary models (Courthouse & LEC) and 6 portable units.

Item #2: Fall River Electrical Contract for LEC

Item #3: **12:15 or later** Review Bids & Award Contract for lower level masonry & grout work.