

Teton County Idaho Commissioners' Meeting Agenda
Monday, February 23, 2015 - 9:00am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

9:00 **Meeting Called to Order** – Bill Leake, Chair
Amendments to agenda if any

Board of Equalization *if necessary*

Snow Machine Grooming District – Randy Horman

1. W4000N – Packsaddle Relocation Project

9:30 **Open Mic** – *if no speakers, we will go to next agenda items* → **RULES** →

9:45 **DEPARTMENT BUSINESS**

Sheriff's Office – Tony Liford

1. STOP Grant Funding & Job Request

Public Works – Darryl Johnson

1. Public Works Procurement – Chris Jensen
2. Solid Waste
 - a. Landfill Cap Update
3. Road & Bridge – Clay Smith, Supervisor
 - a. Exchange of Equipment & Materials MOA – Bingham County

Planning & Building – Jason Boal, PA

1. Code Development
2. Public Hearing Procedure Update
3. Area of Impact Boundary Line Adjustment
4. Planning Commission Vacancy

11:30 **Ambulance Service District**

1. Approve Available Minutes
2. 4th Qtr 2014 Review

BREAK

1:00 **Fair Board** – Katie Salsbury, Chair

1. Fair Board Strategic Planning Session

Administrative Business *will be dealt with as time permits*

1. Approve Available Minutes
2. Other Business
 - a. TVHC, Inc. 4th Qtr Lessee Report
 - b. Teton Creek Project – Bond Release
 - c. Idaho Day-March 4th Proclamation
 - d. Indigent 101
3. Committee Reports
4. Priorities Check-Up
5. Claims

Executive Session per IC§67-2345 (1)(d) Indigent Matters

ADJOURN

Upcoming Meetings

February 23 – 6:30 pm Town Hall Meeting

March 9 – 9:00 am Regular Meeting of the Board

March 11 – 9:45 Board of Canvassers, 10:00 am IAC Webinar: Budgeting Primer

March 23 – 9:00 am Regular Meeting of the Board



OPEN MIC - RULES FOR PARTICIPATION

Although virtually all meetings of the Board of County Commissioners are open to the public, citizens have no inherent right to speak during those meetings, other than a formal Public Hearing. However, the Board values public participation and wants to learn the thoughts and opinions of involved citizens. In order to balance the desire for public participation with the need to conduct business in an orderly manner, the Board has decided that **Open Mic** should be a regular agenda item. Citizens wishing to take advantage of this opportunity to provide comment are asked to observe the following guidelines:

1. Citizens may only use the Open Mic to provide comments about specific agenda items and/or request that items be placed on future agendas for discussion.
2. Prior to public comment, the speaker's name and the agenda item that is being discussed or requested must be identified by the speaker.
3. Speakers may be given a time limit if necessary.
4. Speakers must use the microphone and maintain decorum and respect.

February 23, 2015 - 9:00am Agenda Item

Commissioners – Randy Horman, chairman of the District 33 Grooming Board/District (Fremont, Madison & Teton Counties) will be speaking regarding the proposed relocation of W4000N (Packsaddle Road). Enclosed is a map for orientation purposes. All other documents, including engineering reports, maps and Commissioner Minutes can be found on the County Website, on the Commissioners' Department page under Additional Information.

HOME	DEPARTMENTS & SERVICES	CALENDAR	CODE & POLICIES	FORMS	FEES	LICENSES	CONTACT US	SEARCH
BOARD OF COUNTY COMMISSIONERS								
Department Information	W4000N (Packsaddle) Proposed Relocation Docs	Contact Information						
Department Home	Documentation for the proposed relocation of W4000N (Packsaddle Road)	Location Teton County Courthouse 150 Courthouse Drive Driggs, ID 83422						
Announcements	Documents Presented 9-8-2014	Mailing 150 Courthouse Drive Driggs, ID 83422						
Calendar	Documents Presented 9-22-2014	Other 208-354-8775 (phone) 208-354-8410 (fax) commissioners@co.teton.id.us						
Contact Info	Map Presented 9-22-2014	Hours Monday - Friday: 9 - 5						
FAQ	Documents presented 10-27-2014							
Forms								
Links								
Minutes								
Services								
Public Meeting Audio Files								
Additional Information								
01-12-15 Meeting Docs I								
01-12-15 Meeting Docs II								
01-26-15 Meeting Docs								
02-09-15 Meeting Docs								
2015 Meeting Schedule								
Landfill CAP Report								
W4000N (Packsaddle)								
Proposed Relocation Docs								
Contact Us Jobs Links			Copyright ©2010 Teton County Idaho. All rights reserved.					
Site Design & Development: melville IT Solutions								

From: Susan Gorney [mailto:familysafety@silverstar.com]
Sent: Tuesday, January 27, 2015 3:24 PM
To: Mary Lou Hansen
Cc: Tony Liford; 'Sheriff Gmail'; Kelly Wells; Dawn Felchle
Subject: STOP grant follow up

Hi Mary Lou.

I will not be available for the February 9 BOCC meeting as I will be in Boise.

Here are highlights regarding the grant:

- TCSO Project Budget:
 - TCSO Bilingual Victim Advocate \$18/hr @ 24 hrs + 23% payroll
 - Cell phone for advocate \$52/month @ 12 months
 - Newspaper ads for advocate recruitment \$190 (we can go above this if needed)
 - Laptop computer for advocate \$1,100
 - *Above costs will be reimbursed to Teton County*
 - *MOU will be established with County Clerk's office for payroll reimbursement / documentation as with prior projects*

- Total project budget is \$70,920 per year for 3 years – 2015 / 2016 /2017 unless extended due to progress delays
 - TCSO budget \$29,544
 - Training budget for POST/CEUs \$4,110 *costs paid directly by FSN*
 - Budget not relative to Teton County \$37,266

Let me know if you have questions. Thank you.

Susan Gorney, Executive Director
Family Safety Network
120 N First East
PO Box 302
Driggs, Idaho 83422
(208) 354-8057
familysafety@silverstar.com

 **Please consider the environment before printing this e-mail**

Handwritten initials "JL" inside a circle.

Handwritten scribble.

Mary Lou Hansen

From: Susan Gorney [familysafety@silverstar.com]
Sent: Tuesday, January 20, 2015 03:17 PM
To: 'Sheriff Gmail'; Kelly Wells; 'Juanita Flores'; 'Christina Riley'
Cc: Mary Lou Hansen; Kathy Spitzer; Jason D. Walker; 'Angela Booker'; Chris Lundberg; 'Teresa Allen'; Renee Leidorf; 'Adam Williamson'; 'Glenn Kerr'; 'Neeley Darla DBA'; 'Willy Warner'; 'Eileen Foster'
Subject: STOP Grant Awarded in Teton County
Importance: High

Hi all and happy new year.

Year 1 (calendar year 2015) of our 3-year STOP grant has been awarded at \$70,920.

Project years 2 and 3 will follow with a \$70,920 budget each year in 2016 and 2017. Total funds for 3 years \$212,760.

This project will improve Teton County's criminal justice and community-based victim advocacy services for all women experiencing domestic and sexual violence. Special emphasis placed on supporting Hispanic victims through improved service provision, trust and collaboration building with Hispanic Resource Center, and a goal of increasing domestic violence crime reports within the Hispanic community.

Project highlights include:

- Teton County Sheriff's Office will hire/train a systems-based bilingual victim advocate to assist officers and investigators with English and Spanish speaking victim crisis intervention.
- TCSO bilingual victim advocate will coordinate with FSN to assure victim support continues after criminal justice intervention.
- FSN, TCSO and Hispanic Resource Center will develop/implement a cultural sensitive team approach to accommodate victims.
- FSN and Hispanic Resource Center will design a collaborative program for helping victims with immigration matters.
- Hispanic Resource Center staff will complete FSN's 40-hour advocacy training and be available to accommodate Spanish speaking victims.
- Hispanic Resource Center and Tree of Life Counseling will design/implement two 4-week psycho-educational group sessions for Hispanic women.
- Tree of Life Counseling will provide free weekly women's support group for sexual assault survivors.
- Grant will host 2 CEU eligible interagency training sessions per year, and 1 immigration training.

Thanks to all who supported this proposal and helped with project design.

We look forward to learning and growing together as we work through this 3-year project to expand Teton County's response to violence against women.

Susan Gorney, Executive Director
Family Safety Network
 120 N First East
 PO Box 302
 Driggs, Idaho 83422

Cindy Reigel stated that having served on the Planning Commission, there is importance in having clear language in Titles 8 & 9 to guide the recommendations to the Board and is one of the most important issues facing the County. For 10 years the code has needed to be rewritten and the existing commission has been working hard towards that end and it should not be reorganized at this point in the process. Changing the Commission is a bad idea. The current commission is doing a great job and should be kept in place as they know the process and have the knowledge to keep it moving forward.

AMERICAN INSURANCE. Travis Argyle informed the Board the County could anticipate an increase in health insurance premiums in the 6 – 9% range, with the determining factor being countywide claims experience. There are some other alternatives the County could explore but at this time Regence is still the most competitive pricing. Many of the companies are waiting to revamp their coverages and pricing until 2016 per the Healthcare Reform Act. At this time the only viable option the County could look at for reducing expenses to the employees would be to give the employee better coverage and either raise the deductible portion for spouses and dependents or even drop spouses and dependents all together. The County pays 90% of the premium cost for employees.

The Board directed Mr. Argyle to go back to Regence and let them know that if they would agree to only a 6% increase for 2015, the County will not shop around for an alternate provider. Mr. Argyle will report back to the Board on October 27, 2014.

→ Family Safety Network (FSN). Sheriff Tony Liford and Chief Deputy Kelly Wells presented the paperwork on behalf of Family Safety Network as well as the Sheriff's Office to pursue a grant which would fund a part-time employee in the Sheriff's Office. (Attachment #2) This employee would be a Victim Witness Advocate and would work closely with FSN with case management. The grant would yield \$70,000 to FSN and \$25,000 to the County to offset employee expenses. To receive the grant, the County will need to provide a soft match of \$8500, which can include office space, utilities, cell phone and computer. The Tri-County Sheriff's Association does not have a program that allows for the sharing of an employee in this capacity. They do share resources during large scale incidents. The Board approved moving forward with the grant application but before signing off on a new employee and expenses, they would like to see a detailed listing of how the \$95,000 would be allocated and for what specific functions (broken out by administration, salary, training and oversight) and how and who would supervise and evaluate the employee. Clarification is also needed as to who receives the grant money and how if it flows between FSN and the County.

- MOTION. Commissioner Park moved to approve the application process for the STOP Grant for 2015 with the conditions discussed. Motion seconded by Commissioner Kunz and carried unanimously.
- MOTION. Commissioner Park moved to go into Ambulance Service District. Motion seconded by Commissioner Rinaldi and carried unanimously.

AMBULANCE SERVICE DISTRICT (ASD)

- MOTION. Commissioner Rinaldi moved to approve the minutes with the correction to the motion to adjourn. Motion seconded by Commissioner Park and carried.

Capital Replacement Costs. (Attachment #3) The Board received clarification from hospital CEO Keith Gnagey that the \$86 per run per ambulance was a fixed amount to reach a patient. Transporting the patient is not part of the equation. The County is hoping to update the MOU with Wyoming for providing ambulance services and it has been agreed by both County's that an added component needs to include a cost for capital replacement. This \$86 is an aggregate of all runs for this past year and location or miles has no bearing. Prosecutor Spitzer was asked to incorporate capital replacement cost language into the MOU with Teton County Wyoming and work with their attorney to reach a final agreement. The contract renews end of year.

Ambulance Service Agreement with Teton Valley Health Care, Inc.(TVHC). Prosecutor Spitzer presented the new agreement between the County and TVHC to provide ambulance services for the ASD. Previous discussions had included the possibility of making it a three-party agreement including the Fire District (FPD)

Mary Lou Hansen

Subject: FW: BDPA PDQ Form and Job Description

From: Andrea Fogleman [<mailto:eafog@msn.com>]
Sent: Tuesday, February 17, 2015 10:46 AM
To: Mary Lou Hansen
Cc: Bonnie Brazier
Subject: Re: BDPA PDQ Form and Job Description

Mary Lou: The job description looks good; I don't see any recommended changes. The job is very similar to the description we wrote for the Victim Witness Coordinator in the Prosecutor's office. They perform many of the same functions, but the one in the Prosecutor's office requires a Bachelor's Degree and this one does not. It appears the most valuable skill is the dual language capabilities, with some legal/court experience or knowledge. When I value the job for internal equity, it comes out at a grade 6, the same as the Prosecutor's position. So, the grant funded amount would be within that range, although not at the minimum.

----- Original Message -----

From: [Mary Lou Hansen](#)
To: [Andrea Fogleman](#)
Cc: [Bonnie Brazier](#)
Sent: Tuesday, February 17, 2015 9:48 AM
Subject: RE: BDPA PDQ Form and Job Description

Andrea: Just had a conversation that made me think it would be good to get your recommendation regarding pay grade. (There is some thought that this job will become a regular county job after the grant runs out, so it would be helpful to know where it fits in our pay structure.)

From: Andrea Fogleman [<mailto:eafog@msn.com>]
Sent: Sunday, February 15, 2015 10:36 AM
To: Mary Lou Hansen
Cc: Bonnie Brazier
Subject: Re: BDPA PDQ Form and Job Description

Mary Lou: Often times, grant funded positions are restricted by the grant as far as pay. Do you know if this grant has designated a pay rate for the job? If so, I would advise not including the job on the kinds and levels chart at this time. When the grant ends and the County wants to continue funding the position, that's the time we would evaluate the job and add it to the kinds and levels chart.

If you still want to have the job evaluated and assigned to a pay grade, I'd be happy to do it. I have good salary data for similar positions too. Just wanted to ask about the grant before I proceeded with the review.

----- Original Message -----

From: [Mary Lou Hansen](#)
To: [Andrea Fogleman](#)
Cc: [Bonnie Brazier](#)
Sent: Tuesday, February 10, 2015 3:16 PM
Subject: FW: BDPA PDQ Form and Job Description

Good afternoon Andrea- We have received a STOP grant to hire a 24 hour per week Victim Advocate. Our Sheriff's Office has completed the pdq form and created the attached job description using samples from other entities. Please refine as necessary and assign a pay grade.



If this were a "regular" county job, vs. a grant funded job, it would be a pay grade 6. (per Andrea's email, our HR consultant)

Class Title: Bilingual Victim Advocate
FLSA Designation:

Pay Grade:
Established:

Class Summary/Primary Function

The primary function of an employee in this class is to provide culturally appropriate criminal justice system based advocacy for victims of crime. The individual will develop and staff a law enforcement based victim services program serving bilingual victims, survivors, and witnesses to crime and helping them understand their rights and obligations within the criminal justice system. The work is performed under the direct supervision of the Detective Sergeant and general direction of the Chief Deputy or Sheriff, with considerable latitude granted for the exercise of independent judgment and initiative. The principal duties of this class are performed in both an office and on-call environment, frequently under stressful conditions.

Essential Duties and Responsibilities (will vary by assignment)

- Provide crisis intervention and advocacy to crime victims and witnesses working with Teton County Sheriff's Office, including on-call assistance when needed.
- Act as a liaison between law enforcement and crime victims during initial investigation and follow up.
- Provide emotional support to victims, survivors, witnesses and their families.
- Prepare print materials for distribution to crime victims.
- Identify victim needs and refer to appropriate resources.
- Develop and update bilingual resource directory for victim referral and maintain positive relationships with referral sources.
- Refer victims to community based advocates for safe housing and support.
- Provide information and education about Crime Victim's Rights.
- Help victims apply for Crime Victim Compensation and explain eligible benefits.
- Help victims understand and apply for Civil Protection Orders.
- Help victims understand Criminal No Contact Orders.
- Provide physical safety and emotional support to victims while officers attend to assignments on scene.
- Assist victims with safety planning for themselves and their families.
- Provide assistance to the officer at the scene of crime, at the officer's discretion.
- Assist law enforcement investigators with language interpretation.
- Accompany victims to investigative interviews, when requested.
- Review crime reports to determine needs of victim / witness.
- Assist with victim's immediate needs when necessary including shelter, clothing, telephone assistance, transportation, food.
- Accompany victims to medical facilities for forensic exam.
- Assist victims with timely return of property and items of evidence.

- Help victims understand law enforcement and criminal justice system processes.
- Keep victims informed about case status, including jail release or court tracking information.
- Accompany victims to court as needed or requested.
- Provide court tours and orientation to courtroom etiquette.
- Assist victims in preparing Victim Impact Statements for the court.
- Assist victims in obtaining court ordered restitution from convicted offenders.
- Help victims submit comments to courts and probation officers.
- Provide death notification, grief, and bereavement support.
- Maintain case files to assure information is available to appropriate individuals when requested.
- Stay informed of new laws impacting crime victims.
- Participate in the development of outreach materials to inform the community about the program.
- Prepare correspondence and reports to meet employer mandates and grant requirements.
- Collect and compile statistics to prepare program reports which demonstrate program success.
- Work with Teton County Sheriff, Teton County Prosecutor, Family Safety Network, Hispanic Resource Center and other community partners in developing and implementing comprehensive, coordinated bilingual services for victims of crime.
- Serve as a partner to meet goals of the 2015 Stop Grant Project with special emphasis on serving victims of domestic and sexual violence.

Other Duties and Responsibilities

- Performs other related duties as required.

Competency Requirements:

Knowledge of:

- Department organization, policies, and procedures;
- Operation of a personal computer and job-related software;
- English grammar and punctuation;
- Excellent communication skills;
- Networking knowledge of Teton Valley community;
- General knowledge of legal and judicial processes

Ability to:

- Fluent in written and verbal English and Spanish;
- Receive and respond to calls while off duty;
- Effectively communicate with callers in emergency and non-emergency situations;
- Follow Department guidelines and procedures relating to emergency situations;
- Exercise good judgment in the handling and prioritizing case assignments;
- Effectively communicate and make decisions under stressful work conditions;
- Listen and retain information communicated by individuals under stress;
- Use resources to solve problems;
- Ability to handle stressful situations in a professional manner and accurately assess situations and people;
- Work effectively with the public including victims, disabled, hostile, stressed, and mentally unstable individuals;
- Establish and maintain effective working relationships with supervisors, other County employees and the general public;
- Work successfully and cooperatively in diverse community groups;

- Communicate clearly and concisely, orally and in writing;
- Understand and follow oral and/or written policies, procedures and instructions;
- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- Operate specialized computer-based criminal information retrieval and entry systems;
- Perform computer keyboard tasks with speed, efficiency and accuracy;
- Read, interpret and apply laws, resolutions, ordinances, codes, and contracts;
- Prepare and present accurate and grammatically correct oral and written reports;
- Self-motivate and work independently;
- Respond to citizen requests in a courteous and effective manner;
- Perform a wide variety of duties and responsibilities with accuracy and speed under stress and the pressure of time-sensitive deadlines;
- Perform multiple tasks simultaneously and prioritize activities according to emergency needs;
- Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks in a timely manner;
- Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations and established procedures;
- Maintain a high level of professionalism and confidentiality.

Acceptable Experience and Training

- High school diploma or GED equivalency; and
- Experience working with crime victims;
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the duties of this job.

Special Qualifications

- Must successfully complete Family Safety Network's 40-hour advocacy training upon hire, and other associated training opportunities.

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, to listen and respond to radio transmissions and voice instructions; to communicate effectively in person, on the telephone, and over a two-way radio; ability to hear sounds within the normal range of hearing (phone conversations, co-workers, supervisors, radio traffic) and to hear in the presence of noise;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to review a wide variety of written and electronic materials, distinguish letters and numbers, and to see in detail objects or printed material at greater than arms length;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate control mechanisms such as radio knobs and other mechanisms requiring fine adjustments to position, to handle a variety of records and files, to type with speed and accuracy, and to operate standard office equipment and a personal computer;

- Sufficient personal mobility, agility, and flexibility, with or without reasonable accommodation, which permits the employee to stand or sit for long periods of time, move between work stations, lift up to 25 pounds, and work in a law enforcement environment.



WK: 208-354-0245
djohnson@co.teton.id.us

**Public Works Department
MEMORANDUM**

150 Courthouse Drive
Driggs, ID 83422

February 17, 2015

TO: Board of County Commissioners
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS
SUBJECT: Public Works Update

Public Works

The following items are for your review and discussion at the February 23, 2015 meeting.

Chris Jensen with the Idaho Division of Building Safety will discuss State requirements for Public Works Contracting.

Fairgrounds; Pavilion Enclosure Update – Materials were received from R&M Steel the week of 2/16. Plans have been approved and construction is underway. Steel installation will be complete within the next two weeks. Electrical will then be installed and finally the large doors.

SOLID WASTE

1. Transfer Station began their new hours of operation available to the public the week of 2/9/2015 immediately upon motion approval. New hours available to the public have received nothing but positive feedback and support.
2. Landfill Cap Update – Forsgren Associates (FA) distributed an updated Final Engineer Report to for the County to review. Once approved, FA will distribute to the IDEQ. FA also provided an Estimate of Probable Cost for the cap rehabilitation and summary of response actions from DEQ comments.
 - See attached *Estimate of Probable Cost for Cap Rehabilitation*
 - See attached *Comment Response*
 - *Complete Final Engineering Report can be made available electronically upon request*
3. Waste Collection Procurement Committee – Currently coordinating a tour of the Transfer Station Facility. Our next meeting is scheduled for March 5, 2015 at 4:00 pm.

ROAD & BRIDGE

1. Road & Bridge – Continue with winter maintenance efforts. The warmer weather has caused spring road conditions in some areas. E5000S is quickly deteriorating because of the spring like conditions. R&B is doing road maintenance where necessary but options are limited this time of year
2. Project Updates; E5000S & W6000S
3. I would like to schedule an extended amount of time within the next couple of months to present this year's Road Report. It will provide a brief history of Teton County's roads, road budgets, and design standards. The Report will conclude with a discussion regarding the 2015 road improvement priority list.
4. **Action Item:** Approve Agreement with Bingham County to share equipment and materials.

Introduction

Public Works Contractors Licensing offers this guide/update to Administrative Rules and Idaho Code for contractors and public entities. Changes took effect July 1, 2013.

The examination remains an open book style for all license classes. However, all exams for class C up to the Unlimited now have one hundred and ten questions and are completed at one of our office locations. The test was developed at the request of the construction industry to raise the level of knowledge necessary to be competitive in today's market. The class D license still has 20 questions and can be completed in your office.

The addition of the CC class allows for eight classes of licenses and fills the gap between the C and B class of licenses.

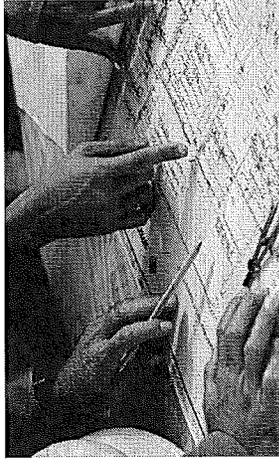
The inclusion of the naming law into our statutes authorizes Public Works Contractors Licensing to investigate and issue administrative assessments to general contractors for not naming the major sub-contractors in their bids. This includes electrical, plumbing, and HVAC contractors and general contractors self-performing work within these three categories.

Should you have any questions or if we can be of assistance please call our office at 208-334-4057 or 1-800-358-6895.

Public Works Contractor Licensing
1090 E. Watertower St., Ste. 150
Meridian, ID 83642
Phone 208-334-4057 or 1-800-358-6895
Fax 1-208-855-9666

Idaho Local Governments

Procurement and Public Works Contracting



*Public Works Contractor
Licensing
Idaho Code & Administrative Rule
Update 2013*

dbs.idaho.gov/programs/publicworks/index.html



PUBLIC WORKS CONTRACTOR LICENSE

Public Works Contractor License Requirements	Idaho Code
Public Works Contractor License Requirements No License Required	IC 54-1903 (i)
Public Works Construction Bidding	
\$0 to \$25,000	IC 67-2803 (2)
\$25,000 to \$100,000	IC 67-2805 (2)
\$100,000 and above	IC 67-2805(3)

Public Works Contractor License Exemptions (Those most relevant to Local Governments)	Idaho Code
The sale of installation of any finished productions, material or articles of merchandise.	IC 54-1903 (d)
Duly licensed architects, licensed engineers and land surveyors	IC 54-1903 (h)
Less than \$10,000 for construction, alteration, improvement or repair	IC 54-1903 (i)
Less than \$50,000 for construction, alteration, improvement or repair.	IC 54-1903 (i)

Contractors Penalties	Idaho Code
Administrative fine (not to exceed \$20,000) (IPWCLB)	IC 54-1914 (1)
Criminal penalty up to \$5,000 and 1 year in jail (court)	IC 54-1920 (1)
Court imposed injunctive relief	IC 54-1920 (3)

Political Subdivisions/Public Officials Penalties	Idaho Code
Administrative fine (not to exceed \$5,000) (IPWCLB)	IC 54-1914 (2)
Criminal penalty up to \$5,000 and 1 year in jail (court)	IC 54-1920 (2)
Civil penalty up to \$5,000 for each offense - Against a political subdivision (court)	IC 59-1026

REMEMBER – At least three other sections of Idaho Code need to be considered: 67-2309, 67-2320 & Title 54 Chapter 19!

INFORMATIONAL

Joint Purchasing Programs	Idaho Code
Joint Purchasing Agreements Political Subdivisions may enter into Joint Purchasing agreements with the State of Idaho or other political subdivisions. Personal property procurement shall be in accordance with this chapter.	IC 67-2807 (1)
Public Procurement of Goods and Services Bidding	
\$0 to \$25,000	IC 67-2803 (2)
\$25,000 to \$50,000	IC 67-2806 (1)
\$50,000 and above	IC 67-2806 (2)

Public Procurement of Goods and Services Bidding (For information on exemptions see IC 67-2803)	Idaho Code
Personal Property	IC 67-2803 (1)
Less than \$25,000	IC 67-2803 (2)
Any Amount	IC 67-2803 (3)
Any Amount	IC 67-2803 (4)
Any Amount	IC 67-2803 (5)
Any Amount	IC 67-2803 (6)
Any Amount	IC 67-2803 (7)
Any Amount	IC 67-2808 (1)

Types of Public Works Licenses & requirements					
Class	Fee	Past work history	Current Net Worth	Current Working Capital	Bid Limit per Project
Unlimited (U)	\$550	\$3.5 million	\$1 million	\$600,000	Unlimited
AAA	\$450	\$2.1 million	\$600,000	\$200,000	\$5 million or less
AA	\$350	\$875,000	\$450,000	\$150,000	\$3 million or less
A	\$250	\$420,000	\$300,000	\$100,000	\$1,250,000 million or less
B	\$150	\$280,000	\$150,000	\$50,000	\$600,000 or less
CC	\$125	\$140,000	\$75,000	\$25,000	\$400,000 or less
C	\$100	\$35,000	\$25,000	\$7,500	\$200,000 or less
D	\$50	No minimum dollar amount	\$10,000	\$3,000	\$50,000 or less

Testing is required for all public works contractor licenses. If you have questions regarding testing please contact our office at the phone number listed below or in the introduction of this pamphlet.
Public Works Contractors Licensing Website: <http://dbs.idaho.gov/programs/publicworks/index.html>

But I still have questions... Who Do I Call???

Public Works Contractors Licensing (208)334-4057
 Idaho School Boards Association (208)854-1476
 Idaho Society for Professional Engineers (208)426-0636
 Idaho School Administrators Association (208)345-1171
 Local Highway Tech. Asst. Council (208)344-0565
 Idaho Dept. of Admin. Division of Public Works (208)332-1900
 Idaho Transportation Department (208)334-8000
 Ada County Highway District (208)387-6100
Contact your attorney/legal counsel



ENGINEER'S OPINION OF PROBABLE COST

ET CAP Construction

Project No. 01-13-0031

Project: Teton County Landfill Cap Rehabilitation

Date: 10-Feb-15

Client: Teton County, Idaho

Prepared by: KLH/JVB

Line No.	UNIT PROCESS / ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Total Price
CONSTRUCTION COSTS					
REHABILITATE LANDFILL CAP					
1	Mobilization	10	%		\$ 65,000
2	Remove Topsoil from ET Cap and Stockpile (7 inches)	89,000	SY	\$0.50	\$ 45,000
3	Remove and Stockpile Existing Cap Material for Testing (18 inches)	44,000	CY	\$1.00	\$ 44,000
4	Haul and Place Additional General Fill for Shaping	45,000	CY	\$3.50	\$ 158,000
5	Miscellaneous Grading	89,000	SY	\$0.50	\$ 45,000
6	ET Cap Placement - New and Existing Material (30 inches)	74,000	CY	\$3.00	\$ 222,000
7	Replace Topsoil (7 inches)	89,000	SY	\$1.00	\$ 89,000
8	Revegetation	18	AC	\$1,500	\$ 27,000
9	Provide Temp On-Site Facilities	1	LS	\$8,500	\$ 9,000
10	Provide and Install Swale Liner	7,000	SF	\$2.00	\$ 14,000
11	Force Account	1	LS	\$20,000	\$ 20,000
TOTAL CONSTRUCTION COSTS					
	SUBTOTAL CONSTRUCTION COST				\$ 738,000
	Confidence Factor			85%	\$ 111,000
	TOTAL CONSTRUCTION COST				\$ 849,000
Non Construction Costs					
1	Bidding				\$ 10,000
2	Construction Administration (Engineering)				\$ 75,000
3	Resident Project Representative				\$ 75,000
4	Materials Testing During Construction				\$ 25,000
5	Construction Survey				\$ 25,000
6	Lysimeter Test Pads	3	EA	\$ 17,500	\$ 53,000
	SUBTOTAL OTHER PROJECT COSTS				\$ 263,000
PROJECT CONTINGENCY					
	Contingency on Non Construction Costs			5%	\$ 13,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST (nearest \$1,000)					\$ 1,131,000

Document Title: Final Engineering Report: Teton County, Idaho Landfill ET Cap Rehabilitation

Date: January, 2015

Document Reviewed Date	Document Author	Reviewer Name	Initials	Agency/Company
January 22, 2015	Forsgren	C.Swenson, B.Johnson, D.Ehlert, M.Jeffers		Idaho DEQ

Reviewer (initials)	Page	Section / Line Table / Figure	Comment	Proposed Resolution
General Comments				
	6/8	Sect 3.1 / Sect 3.5	<p>Please revise the proposed rehabilitation method and construction requirements within the referenced sections (and elsewhere in the report) to ensure consistency with the planned actions. The design plan should be revised to reflect the understanding reached at the January 14th meeting in Idaho Falls which applies to the entire cap area and includes:</p> <p>(1) the removal of minimum 6" topsoil, (2) removal of minimum 18" potential cap material and QA/QC of the material for future use as cap material, (3) any necessary fill to meet grading requirements, (4) installation of minimum 18" cap material that was previously removed and screened (as necessary), (5) placement of minimum 12" Felt Pit material, and (6) the placement of minimum 6" topsoil. Please make corrections as needed throughout the document to clarify the proposed rehabilitation method.</p>	Revised Section 3.1 and 3.5 as suggested to clarify the understanding reached at the Jan. 14 meeting.
	14	Sect 5	<p>DEQ will accept Portage personnel as the "independent registered professional engineer" as required under 40 CFR 258.60(h). The engineer responsible for the certification should be identified in the plan.</p>	<p>Comment noted; Added clarification that Forsgren Associates Inc. is currently contracted by Teton County to provide CQA services during construction. The independent registered professional engineer will confirm that the facility is being constructed in accord with plans and specifications that were approved by DEQ.</p>
	20	Sect 6	<p>Field monitoring should be incorporated into the rehabilitation and construction plan. The final cover design was selected (in part) on modeled performance measures with no field calibration. The performance goal, as developed by engineering design, is to establish a landfill</p>	<p>Teton County has agreed to the concept of installing test pads to determine the relative performance of varying cap soil types. It is expected that the process of establishing data quality objectives, designing the test pads, and</p>

Reviewer (initials)	Page	Section / Line Table / Figure	Comment	Proposed Resolution
			<p>cover that is at least as restrictive to percolation as the Subtitle D cover. Soil properties have been derived in the laboratory but no in-situ tests of the cap have been proposed to compare the as-built cap to the engineering design. It is understood that quality construction control is imperative in constructing a cap but relying on these measures alone is insufficient.</p> <p>40 CFR 258.60(b) states the Director of an approved State may approve an alternative final cover design that includes: (1) An infiltration layer that <u>achieves</u> an equivalent reduction in infiltration as the infiltration layer specified in paragraphs (a)(1) and (a)(2)(emphasis added). It is the Department's opinion that ongoing monitoring will help demonstrate the cap achieves equivalent reduction.</p> <p>Installation of drain gauge lysimeters (or similar) within the cap or construction of an adjacent test pad will provide valuable information to Teton County for determining the functionality of the installed cap. Additionally, the timing (and volume) of percolation through the cap is an important performance measure that is difficult to model at sites with significant snow accumulation. In-situ performance monitoring provides operators insight to when drainage is occurring and where cover systems may need to be improved, possibly saving complete removal and reconstruction of an entire cap.</p> <p>This section should be updated to describe the proposed monitoring within in the cap or adjacent test pads, as discussed at the January 14th meeting. If test pads are proposed, the document should include description of the three different pads and the objectives of data collection from the test pads. The anticipated data should be discussed in terms of performance measures to determine or monitor the adequacy of the landfill cover.</p>	<p>planning a monitoring program will take time to negotiate and develop. Therefore, the County would like to propose that all activities related to the test pads and field monitoring could be completed under a separate schedule and independently of the landfill cap rehabilitation design. This will allow the County to keep moving forward with finalizing the bid and contract documents, thus keeping the ET cap rehabilitation project on schedule.</p> <p>Updated Section to state that Teton County will provide field monitoring.</p>

Reviewer (initials)	Page	Section / Line Table / Figure	Comment	Proposed Resolution
	Specific Comments			
	4-5	Sect 2, item 2	Please specify that DEQ required a minimum of one foot of additional soil cover over the entirety of the landfill.	Made change as requested
	12	Section 4.4	Please quantify total precipitation modeled in an <i>average</i> and <i>wet</i> year. Additionally, please comment on the timing and volume of snow accumulation/melt on site and how these data were incorporated into modeling presented here.	The average year was based on 2007 meteorological data that has been included in the PER. For 2007 the total precipitation calculated to be 15.99 inches. The wet year was based on 2010 meteorological data that has been included in the PER. For 2010 the total precipitation calculated to be 25.4 inches. A large event snow melt was not specifically modeled. Precipitation from below freezing days were modeled as above freezing, but this had little impact on model results. The model is currently being evaluated using a large melt event to verify that the ET cap meets or exceeds the Subtitle D percolation.
	15-16	Table 7	Please include any reporting associated with the third party QA/QC.	Comment noted
	17	Sect 5.1.2	Areas of topsoil that visibly contain greater than 15% gravel material or larger (rocks) should be marked as unsuitable material and stockpiled in a separate area.	No change made. During the Jan. 14 meeting, Ray Schwaller explained why this section lists a value for the initial visual inspection of "greater than 50% rocks." These areas will be flagged and the soil will be used for fill material. Topsoil in the areas with less than 50% rock by visual inspection will be stockpiled and mixed prior to being placed; QC/QA procedures limit the percent of rocks to 15% in the topsoil placed after it has been mixed together in the stockpile. As stated in Section 5.1.2 this material will be monitored while it is being stockpiled to assure that it meets the projects requirements for cover material.
				Please note that during the initial field evaluation of the landfill, areas with greater than 50% rock were obvious visually. Areas that contained less

Reviewer (initials)	Page	Section / Line Table / Figure	Comment	Proposed Resolution
				than 50% rock in all but very few cases had less than 10% rock.
	17	Sect 5.1.1.3	This section should be removed as the entirety of the cap will have material removed to ensure a proper 36 inch cap is installed.	Section removed.
	19	Table 9, bottom row	Please add language explicitly stating the full cap thickness will be a minimum of 36 inches.	Made change as requested
	Editorial Comments			
	12/13	Sect 4.4, 4 th sentence / Sect 4.8	For clarity, please maintain consistency in referring to percolation as the volume of water passing through the cover system (rather than referencing precipitation).	Made change as requested



February 11, 2015

Christy Swenson
Idaho Department of Environmental Quality
900 N. Skyline Drive, Suite B
Idaho Falls, ID 83402

Subj: Teton County Landfill ET Cap Rehabilitation Final Engineering Report – Document Review dated January 22, 2015– Response to DEQ Comments

Dear Ms. Swenson,

Forsgren Associates has received your comments regarding the Teton County Landfill ET Cap Rehabilitation Final Engineering Report and have addressed the comments as indicated in the Proposed Resolution column in the attached document. Teton County has reviewed and agrees with these submitted changes/clarifications.

We appreciate the efforts of DEQ staff providing these comments. Teton County intends to move forward to finalize design and advertise to bid this portion of the project as soon as possible. If you have any questions or concerns regarding this phase of the landfill cap rehabilitation effort, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Kevin Harris".

Kevin Harris, P.E.
Engineering Manager
Forsgren Associates, Inc.

Cc: Darryl Johnson – Teton County

Attachments: Final Engineering Report: Teton County, Idaho Landfill ET Cap Rehabilitation comment form.

From: Mark Fisher [mailto:mark@fishercreative.com]
Sent: Wednesday, February 18, 2015 11:32 AM
To: Commissioners
Subject: 5000 South rebuild input from Mark Fisher

Hi All,

My name is Mark Fisher and I'm a resident of 5000 South. I'm writing on behalf of the planned rebuilding of 5000 South this coming summer. I have talked with Darryl about his initial plans and he was very helpful, friendly, and receptive to my input. I'm communicating to you, our commissioners, on behalf of my concerns as well as many residents that I've talked to who live along this road.

The obvious changes which seem to be happening are:

- rebuild the road properly so it can handle the amount of traffic and abundance of heavy trucks that drive this road. In other words, the road should be built according to standard highway construction methods.
- the road needs to be widened and it appears Darryl is planning to do this
- I am unclear what surface will be used but would love to see true asphalt-not just chip seal

My larger concern, and the primary reason for this email, is to address the need for a dedicated pedestrian lane that is physically separated from the road itself. 5000 South is the second busiest road in Teton County with a speed limit of 45mph. This means people routinely drive at speeds of 55mph, or more. With a newly rebuilt road, my assumption is that speeds will only increase. Countless residents use this road daily for horseback riding, dog walking, running, and bicycling. There are countless kids who play along this road, as well as get picked up and dropped off via school bus.

I understand there are issues of property easements and right of ways that need to be considered in the planning, not to mention budgets, but it is my hope that you understand the need for a dedicated pedestrian lane that is physically separated from the road to ensure the safety and well-being of the residents along this road, and to greatly improve these communities' access to recreation. It is only a matter of time before a child or person is struck by a motorist.

I encourage you to please do everything within your power to ensure that a dedicated pedestrian lane is built, even if this means there is a slight cost increase or delay in the building of this road. Also know that I am more than willing to help or assist in any way.

Thank you for your time and consideration.

Regards,

Mark Fisher

mark fisher
director / photographer / cinematographer

fisher CREATIVE
2044 E. 5000 S. / VICTOR, ID /83455
[O] 208.787.8276 [M] 208.709.8276
WWW.FISHERCREATIVE.COM

Agreement between Bingham County and Teton County relating to Road and Operations Maintenance

Government: Bingham County (Department of Public Works), and;

Government: Teton County (Department of Public Works)

For: Exchange of Road and Operations Maintenance Operations and Materials

Contract Period: Between 6/1/14 to 6/1/17.

WHEREAS, Bingham County and Teton County find it mutually beneficial and in the public interest to exchange work, equipment, and resources for the provision of road and operations maintenance services and assistance, and;

WHEREAS, Bingham County Public Works and Teton County Public Works are funded in the same way and try to provide the best service to the residents in their counties, and;

WHEREAS, some of the equipment is costly to purchase and own by only one county, and;

WHEREAS, both government entities have equipment, labor, and materials that can be shared and be mutually beneficial to both government entities, and;

WHEREAS, both government entities are insured by the same insurance company, and;

WHEREAS, both government entities have the necessary personnel and equipment and is willing to do said work in consideration of the mutual covenants and agreements herein contained, now, therefore,

Bingham County and Teton County agree to enter into this service agreement for the purpose of providing road maintenance, pavement management, operations and maintenance, providing signage, providing magnesium chloride, and management.

County operations and maintenance costs will be attached and adjusted in Appendix A. Subsequent to the first year of the agreement, a new Appendix A will be prepared and approved by both parties indicating operations criteria and service levels for the current year. Any current year deviation from the maintenance standards and practices set forth in Appendix A requires prior approval by both parties. Changes in cost will need to be addressed by the commissioners.

TERM AND AUTOMATIC RENEWAL: The initial term of this agreement shall be for a period of three years beginning 6/1/14 to 6/1/17. Unless a party notifies the other party of its intention to not renew and continue this agreement, such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinafter provided. In the event of such continuation on a year to year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.

REIMBURSEMENT: Each of the government entities shall reimburse the other party for their expenses pursuant to provisions set forth in the Finance and Administration Agreement. The billing entity may elect to put the receivable credit on hold and use the credit towards needed assistance from the other entity at a later time within the time frame of this agreement.

EQUIPMENT: Equipment will be maintained by the governmental entity operating the equipment. Some of the equipment may be specialized and require a trained and/or experienced operator. Some local employees may be trained to operate the equipment. However, it is up to the board of commissioners or authorizing body owning the equipment if they want someone else to operate the equipment, and if the receiving county wants to accept responsibility of maintenance of the equipment.

Other understandings about equipment:

- Fuel will be furnished by the governmental entity benefiting from the equipment, not necessarily the governmental entity the driver is from.
- Equipment will be billed on a per hour basis unless specified otherwise.
- Equipment price will be set by the governmental entity that owns the equipment. It will be up to the borrowing entity if they desire to use the equipment.
- Equipment being transported will be the responsibility of the governmental entity operating the equipment.
- If the equipment is in use, or not available, there is no obligation to the governmental entity that owns the equipment to drop what they are doing to help the other entity. However, a workable solution will be worked out between the entity supervisors to help accomplish the goals of each department.

RESPONSIBILITIES AND CONTROL: The party responding to a call for assistance shall be responsible for delivering personnel and equipment to the location specified by the requesting party. On arriving at the location, the supervisor in charge of the personnel and equipment of the responding party shall report to the officer in charge of the requesting party. The requesting party shall then assume full charge, control, direction and supervision of all equipment, apparatus, and personnel dealing with the project. In no case shall the responding party be required to assume the responsibility of the operation. The responding party shall operate its own equipment unless other arrangements are made.

COOPERATION AMONG APPOINTED OR ELECTED OFFICIALS: A representative of the parties to the agreement shall meet at least once annually in joint session during the duration of this agreement for the purpose of reviewing the reciprocal activity of the parties. Should the participants at the meeting determine that adjustments to this agreement are required to ensure continuing cooperation among the parties, they shall make such recommendations to the respective party they represent. Said adjustments may then be satisfied by the respective governing bodies of the parties hereto, and shall be effective when ratified by all parties. An addendum shall be executed by the parties and attached to this agreement to reflect any such modifications.

TERMINATION: It is understood and agreed that either party hereto may terminate its participation and concurrent rights and duties under this reciprocal agreement by delivering to the other party hereto a notice of such termination, said notice to be in writing and to be given at least sixty (60) days prior to the termination date desired by the terminating party. Notice shall be deemed delivered and effective on the date it is personally served upon the commissioners of the non-terminating county.

LIABILITY: The borrowing party shall have and assume complete liability for all of the acts of their own personnel and the operation of the equipment leased under this agreement. For example, if Bingham County borrows equipment from Teton County and uses their own employees in the equipment or uses their own tractors to pull the trailers, then Bingham County shall assume liability for the trailers and acts taken by their personnel in conjunction with the trailers. However, if, in the above circumstance, Teton County sends an operator with the equipment, then the operator will work under the Bingham County foreman in charge of the project, and Teton County would be responsible for the maintenance of the equipment and it would assume all liability associated with the use of the equipment.

MUTUAL HOLD HARMLESS: Each party to this agreement agrees to indemnify and hold harmless the other party from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this agreement.

INSURANCE: Each party to this agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the party 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 its acts or performances under this agreement.

LIMITATION ON LIABILITY OF PARTIES: The rights and benefits arising under this contract shall run to the parties to this agreement and not to any person, firm, association, corporation or governmental unit not a party hereto. This agreement is not to be construed to create a claim or cause of action in favor of any persons or entity entitled to protection by county or highway district against any other city, county, or fire district which is a party to this agreement for failure to respond or for delay in responding to a request for assistance or for inefficiency or ineffectiveness in providing assistance.

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

DATED this ____ day of _____, 201 ____.

PUBLIC ENTITY:

PUBLIC ENTITY:

Bingham County
(Governmental Entity)

Teton County
(Governmental Entity)

By _____

By _____

Its _____

Its _____

ATTEST:

ATTEST:

Clerk of

Clerk of

(County, City or other Governmental Entity)

(County, City or other Governmental Entity)



BINGHAM COUNTY ROAD & BRIDGE

501 N Maple #209, Blackfoot, ID 83221

Phone: 208 785 8053

Fax: 208 785 8063

EQUIPMENT RENTAL PRICES

EQUIPMENT DESCRIPTION

PRICE PER HOUR

LOADER 966	100.00
DOZER D8	150.00
DOZER JOHN DEERE	100.00
BACKHOE 590	85.00
EXCAVATOR 315	165.00
SKIDSTEER	70.00
DUMP TRUCK 10 YD	85.00
PUP TRAILER 10 YD	25.00
BELLY DUMP 20 YARD	106.00
CHIP SPREADER 14.5 FEET	100.00
GRADER 163 H	110.00
GRADER 140 G	100.00
GRADER JOHN DEERE 770	95.00
TRANSPORT 50 TON	110.00
LOW BOY 20 TON	50.00
ROLLER - PNEUMATIC 10 TON	75.00
ROLLER - STEEL DRUM 84 INCH	115.00
ROLLER - DIRT 84 INCH	90.00
BROOM 86 INCH	70.00
OIL DISTRIBUTOR 14 FOOT	115.00
OIL TANKER w/ TRANSPORT	per ton 5.00
WATER TRUCK 4000 GAL	90.00
MAG TRUCK 2500 GAL	100.00
BUCKET TRUCK 70', 4 X 6	200.00
BUCKET TRUCK 50'	150.00
FORK LIFT 12,000 LB	40.00
COMPRESSOR TRAILER 90CFM	75.00
BRUSH CHIPPER 18 IN DIAMETER	40.00
SANDER TRUCK 5 YARD	100.00
SNOW BLOWER LOADER MOUNT	175.00
PLOW 14 FOOT	95.00
SERVICE TRUCK	50.00
PICK UP	30.00
LABORER	29.00
OPERATOR	39.00

TOTAL

\$3,129.00