

County Commissioners' Meeting Agenda

Tuesday, May 27, 2014 - 9:00am

150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room



9:00 **Meeting Called to Order** – Kelly Park, Chair

Amendments to the agenda.

Administrative Judge Darren Simpson

10:00 **Open Mic** - *Public opportunity to address the board*

10:15 **Ambulance Service District**

1. Available Minutes
2. Quarterly Update

10:30 **Dog License/Dog Catcher Discussion** – Ralph Mossman

Department Business

Public Works

1. Solid Waste – Forsgren Update
2. Road & Bridge

Building Official – Tom Davis

1. LEC Landscaping

Juvenile Probation – Brittany Campbell

Clerk - Mary Lou Hansen

1. Canvass 5-20-14 Primary Election Results
2. FY 2015 Budget Memo #3

Executive Session per IC§67-2345 (1)(f) legal counsel (Risk Mgr. Request)

Administrative Business *will be dealt with as time permits*

1. Approve Available Minutes
2. Other Business
 - a. Bleacher Update – Fair Board
 - b. Salary increase for Sheriff's Field Training Officers
 - c. TVHC Ambulance Service Request – Letter of Support
 - d. Website Links Policy
 - e. TVBDC Monthly Report
 - f. Valley Citizen Notice of Correction
3. Committee Reports
4. Claims

ADJOURN

Upcoming Meetings

June 9 – 8:30 am EODH Meeting, 9:30 am Regular Meeting

June 18 – 10:00 am IAC Webinar: Planning & Zoning: Current Trends & Legislative Changes

June 18 – 9:00 am Budget Sessions

June 19 – 1:00 pm Budget Sessions

June 23 – 9:00 Regular Meeting of the Board

June 26 – BOE if Needed

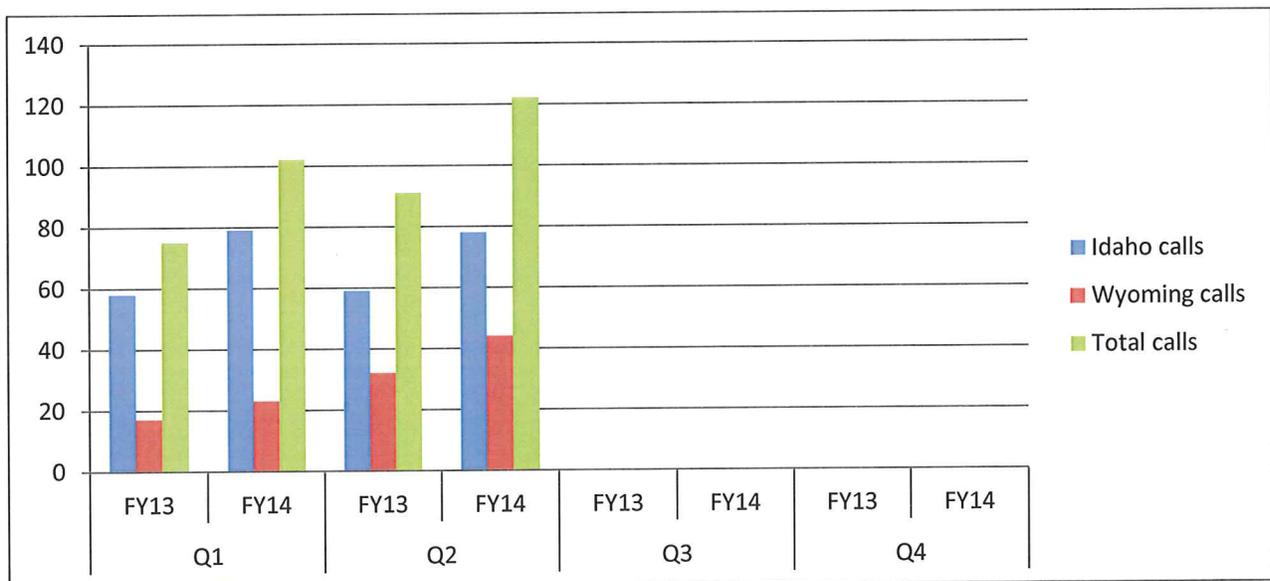
To: Teton County Ambulance Service District

From: Teton Valley Ambulance

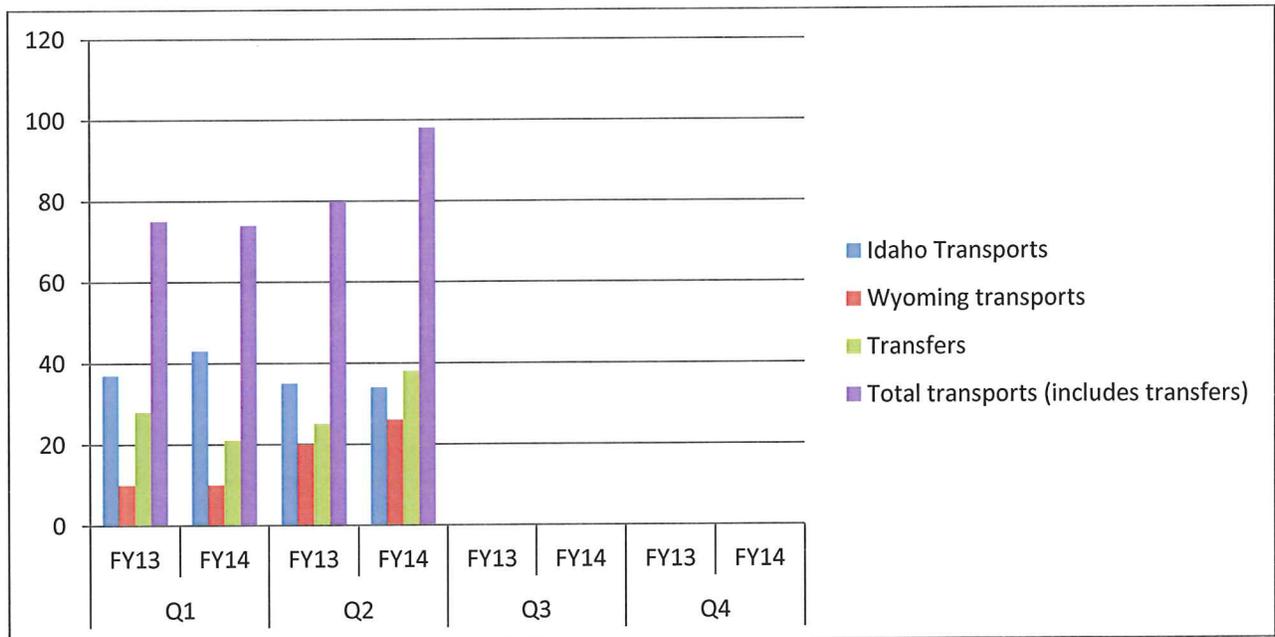
Re: 2nd Quarter for FY 2014 Report

Overview: The numbers on the leading chart indicate that total calls have increased by 31 over the second quarter of FY13. This is an increase of 58 for the first half of FY14 over FY 13. The subsequent chart indicates that overall transports were up by 18. While the Idaho transports showed a slight decrease, the Wyoming transports increased by 6. The Transfers (Interfacility Transports) showed an increase of 13. Teton Valley Ambulance continues to provide a quality service while being fiscally responsible to the tax payers of Teton County.

TOTALS	Q1		Q2		Q3		Q4	
	FY13	FY14	FY13	FY14	FY13	FY14	FY13	FY14
Idaho calls	58	79	59	78				
Wyoming calls	17	23	32	44				
Total calls	75	102	91	122				



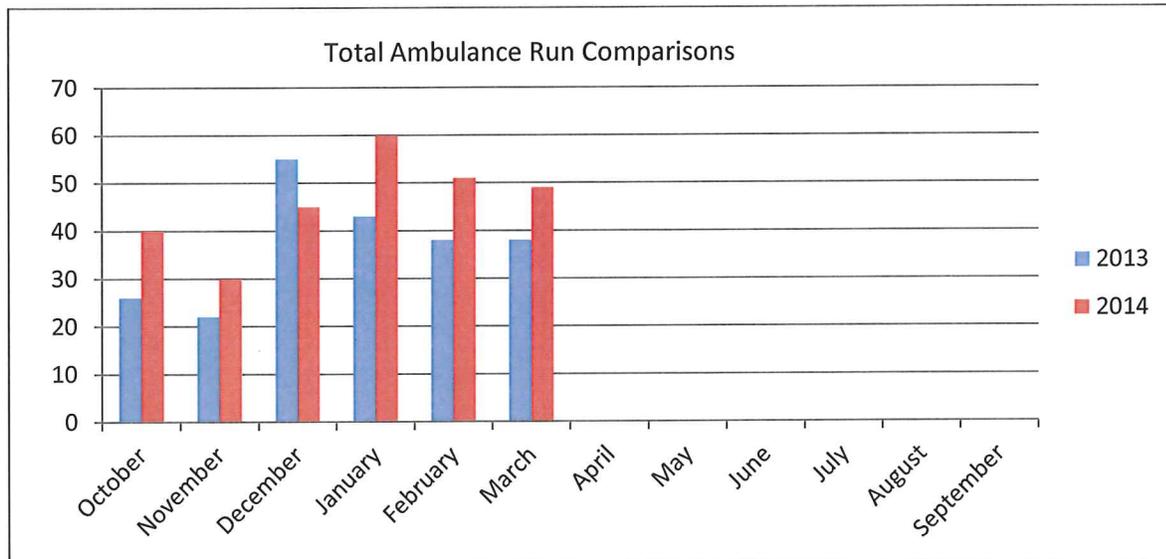
TOTALS	Q1		Q2		Q3		Q4	
	FY13	FY14	FY13	FY14	FY13	FY14	FY13	FY14
Idaho Transports	37	43	35	34				
Wyoming transports	10	10	20	26				
Transfers	28	21	25	38				
Total transports (includes transfers)	75	74	80	98				



Discussion

The above table and chart display overall numbers while Insert A, located at the bottom of this document, provides a detailed breakdown of those numbers.

Below is the graph that represents the total number of ambulance calls by month.



Training Activities:

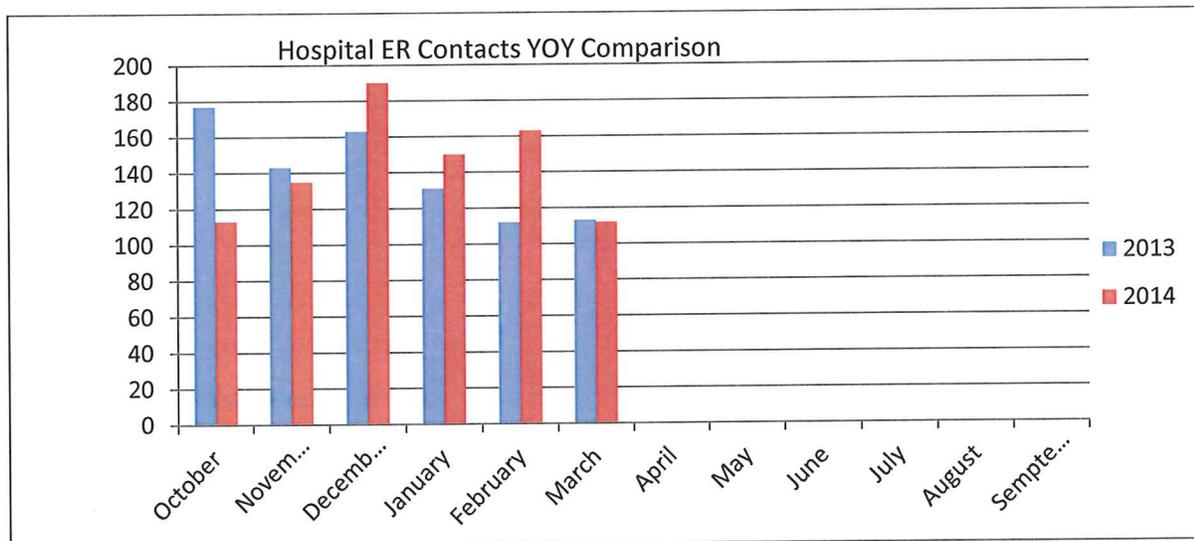
We have had four new employees go through our improved Field Training and Orientation program with good results. We feel this program is a good measure to ensure that TVA has quality pre hospital providers. This program credentials each individual's knowledge and skill level while addressing any weaknesses that need to be addressed with additional education. This program has set a quality standard. Setting and meeting this standard is very important to ensure that the citizens of Teton County receive quality pre hospital services.

We will start the paramedic transition program this month at our quarterly ALS training. We have integrated the transition program into our in house training. The program will have an online didactic portion followed up with instruction and skills at our regularly planned trainings. All this training will be achieved within our current budget.

Statistical Detail

Detailed ambulance runs – statistics for Alta, GTSR, other Wyoming areas, Victor, Driggs and Tetonia can be found in Insert A (located at the bottom of this document)

Number of Hospital Patients cared for by TVA EMTs/Paramedics:



The graph above is an accurate representation of how Teton Valley Ambulance personnel continue making patient contacts when not responding to 911 calls. When TVA personnel are not on a 911 call they make patient contacts in the emergency room while utilizing their skills and knowledge; this equals experience and experience equals better patient care. IV skills are an example of these skills. TVA personnel have logged a total of 413 IV attempts. Of the 413 attempts 346 were attempted in the hospital while only 67 were attempted in the field.

Staffing: Breakdown of staffing, training levels, and full time and pool personnel.

Level	Total	Fulltime	Pool	Half-time
EMT-2011	3	0	3	0
EMT-As	6	4	2	0
EMT-Ps	13	5	8	0
Total	22	9	13	0

TVA staffing continues to change as we had two pool paramedics resign with those two pool positions being filled. One pool EMT-A also resigned and two pool EMT-2011 employees were hired. This staffing shift only increased the total number of employees by one for a total 22 employees.

Vehicles and equipment: Ambulance inventory, mileage, and age.

Item	Mileage
Ambulance 1: 2009 Ford	48,313
Ambulance 2: 2004 Ford	100,646
Ambulance 3: 1999 Ford	71,766
Ambulance 4: 1992 Ford	72,051
EMS 1: 2008 Chevy Trailblazer	77,268

The high mileage on the fleet of ambulances confirms that it is time to set up a work meeting to discuss future plans for fleet renewal. A capital replacement plan for the ambulances is being created to determine how to address the current and future needs.

Billings (Gross revenue): Quarterly report of ambulance runs billing.

1. 1st Quarter FY 2014 - \$75,142
2. 2nd Quarter FY 2014 - \$120,108
3. 3rd Quarter FY 2014 -
4. 4th Quarter FY 2014-

The 2nd Quarter Gross revenue shows a large increase due to the increased transports and the rebilling of previous quarters billing corrections.

Medical Direction/Departmental organization changes.

- Medical Director (Eric Johnson, MD) – No change.
- No other organizational changes have taken place.

Special events and public service:

- Standby for fire/S&R/Sheriff --- 6
- Event Standby's --- 3

Public Education and Service:

- PR event--- 1
- CPR Classes--- No classes were put on.

Mutual Aid Agreement/Protocols

- MOU with TCFPD – Completed and signed.
- MOU's with surrounding agencies being reviewed and updated.
- Integration of Care protocol – Completed.
- Dispatch protocol – Completed and signed.
- The new County Medical Protocols are complete and are being utilized by TVA. Medical protocols need to be reviewed every two years with continuous quality improvement.

Grants and fundraising:

- Presently looking for a grant to initiate an EMS Bike Patrol for large events. Teton Valley has many large events in which law enforcement utilizes their Bike Patrol. EMS Bike patrol would be utilized at most of the same events.
- Submitted for the State Pediatric Grant. We found out on May 13th that we were awarded two Traction splints from this grant.
- Will be submitting an application for the EMS Dedicated Grant at the end of May. We will be submitting a request for money towards another X series Zoll cardiac monitor. This will be to purchase the same cardiac monitor that we requested and received money for last year when we applied for the same grant.

**Ambulance Run Summary
Fiscal Year 2014**

Insert A

	1st Quarter				2nd Quarter				3rd Quarter				4th Quarter				Fiscal YTD (2014)	FY (2013)
	Oct	Nov	Dec	Tot	Jan	Feb	Mar	Tot	Apr	May	Jun	Tot	Jul	Aug	Sep	Tot		
City Driggs	7	6	9	22	7	5	10	22				0				0	44	
Transport	5	4	3	12	2	3	2	7				0				0	19	
County Driggs	4	0	5	9	5	5	0	10				0				0	19	
Transport	3	0	4	7	2	3	0	5				0				0	12	
City Victor	5	3	5	13	8	7	1	16				0				0	29	
Transport	5	1	2	8	4	2	0	6				0				0	14	
County Victor	4	4	4	12	6	5	6	17				0				0	29	
Transport	4	1	2	7	3	3	3	9				0				0	16	
City Tetonia	0	2	0	2	0	3	1	4				0				0	6	
Transport	0	2	0	2	0	2	1	3				0				0	5	
County Tetonia	7	2	4	13	2	2	5	9				0				0	22	
Transport	3	2	2	7	0	0	4	4				0				0	11	
Alta	0	0	1	1	0	2	4	6				0				0	7	
Transport	0	0	1	1	0	1	2	3				0				0	4	
GTSR	0	8	12	20	19	7	11	37				0				0	57	
Transport	0	3	6	9	13	6	4	23				0				0	32	
Teton Canyon	0	0	0	0	0	0	0	0				0				0	0	
Transport	0	0	0	0	0	0	0	0				0				0	0	
Other Wyoming	2	0	0	2	0	0	1	1				0				0	3	
Transport	0	0	0	0	0	0	0	0				0				0	0	
Standbys	1	1	3	5	6	2	1	9				0				0	14	
Event Standbys	2	0	0	2	3	0	1	4				0				0	6	
Portneuf Heli	0	0	0	0	0	0	1	1				0				0	1	
Air Idaho Heli	1	1	1	3	0	1	3	4				0				0	7	
2nd Amb Standby	1	1	2	4	1	0	0	1				0				0	5	
PR Events	0	1	0	1	0	0	1	1				0				0		
Community paramedic																		
EIRMC	7	4	3	14	9	8	6	23				0				0	37	
BHC	0	0	0	0	1	1	0	2				0				0	2	
Madison	1	0	2	3	1	1	1	3				0				0	6	
Jackson	2	2	0	4	0	2	2	4				0				0	8	
Portneuf	0	0	0	0	1	0	0	1				0				0	1	
Boise	0	0	0	0	0	0	0	0				0				0	0	
SLC	0	0	0	0	0	0	1	1				0				0	1	
TVHC				0	0	1	0	1				0				0	1	
Airport/Fixed wing	0	0	0	0	1	2	0	3				0				0	3	
EMS1 Responses	1	0	0	1	0	0	1	1				0				0	2	
BLS	20	16	19	55	25	19	25	69				0				0	124	
ILS	2	2	5	9	6	4	4	14				0				0	23	
ALS	19	13	17	49	26	26	19	71				0				0	120	
ER Contacts	113	135	190	438	150	163	112	425			0	0	0	0	0	0	863	
Totals	1st	2nd	3rd	4th	Tot.													
Total Idaho Calls	79	78	0	0	157													
Total Idaho Tnsps	43	34	0	0	77													
Total Transfers	21	38	0	0	59													
Total WY Calls	23	44	0	0	67													
Total WY Tnsps	10	26	0	0	36													
Total Calls	123	160	0	0	283													
Total Transports	74	98	0	0	172													

Commissioners Park, Kunz and Rinaldi,

When I began working on this issue, I had no idea how complicated it would be. I am mentioning this because if it seems complicated, it's because it is.

There are many entities involved, including you, the Sheriff's department, the cities, the animal shelter, the veterinarians, your IT department, lots of pet owners, lots of non-pet owners, and thousands of animals. Within the subject of animal control, we have had to look at licensing, fines and fees, ordinances, the animal shelter, and enforcement.

I am appearing before you today to ask for a commitment towards enforcement, without which all the other pieces fall apart, which is where we are currently.

The best solution (and I'm happy to discuss other options of course) is to add a Community Resource Officer to the Sheriff's department who would be responsible for animal control as well as other types of code enforcement in the cities and county. This is the best solution because it provides an officer of the Sheriff's department, so it comes with the authority that position brings, but it is a lower paid position than the deputies currently on the payroll. By taking on the extra duties of code enforcement, it not only brings additional revenue, but again frees up higher paid city and county employees to focus on what they do best.

The Sheriff's office already has contracts with the cities, so updating those contracts to reflect the additional level of service might be the best way to proceed, though it could also be time billed to the cities per call.

Ultimately, the funding for the position must originate from the County and will need to be added to the budget, though we would like to see the position filled as soon as possible. Of course there will be revenues associated with licensing and fees and fines to offset the expenditure, but these are guesses until the program is running.

We are estimating the cost to be roughly \$40,000 (I am waiting on a final amount from the Sheriff's office), and we estimate roughly \$10,000 additional revenue, so that leaves roughly \$30,000 split three ways between the cities and county, or \$10,000 each. I am asking for a motion to fund this position of Community Resource Officer.

Last time I spoke with you, there were two things I felt that in retrospect, incorrect. The first was the idea that this is more of a city problem than county. Not only was I just plain wrong about this dog-wise, but the majority of the 7000 or so intact feral cats here are largely in the county, outside of the cities. My other error was in trying to promote the idea of a household fee to you. My reason for being here is solely to ask for a commitment from you to fund this position. How you manage that is none of my business, or the animal control committee's.

Animal control is needed countywide. It is a very basic responsibility of government to protect its citizens, and I, on behalf of the cities and other citizens, am asking you to fulfill the duty to provide this basic protection.

Thanks, Ralph Mossman



Inc. 1910

Mayor Hyrum F. Johnson

60 S Main St | PO Box 48 - Driggs, ID 83422 | Ph: 208-354-2362 | Fax: 208-354-8522 | www.driggs.govoffice.com

May 7, 2014

Board of County Commissioners
Teton County Courthouse
150 Courthouse Drive
Driggs, ID 83422

RE: Public safety; animal control

Honorable Commissioners,

The City Council of the City of Driggs has determined that animals at large (animal control) has become a significant public safety issue. We believe that this problem is best addressed on a countywide basis, but also acknowledge the likely need for Driggs to participate in funding. Driggs also sees the opportunity for an animal control officer to serve additional purposes, such as code enforcement, in our city.

We hereby respectfully request that Teton County establish a countywide animal control service, and look forward to working with you to determine the proper way to accomplish this.

Respectfully,

Hyrum Johnson
Mayor, City of Driggs

Cc: Sheriff Tony Liford, Mayor Zachary Smith, Mayor Gloria Hoopes

Request for Animal Control from the City of Victor

Whereas public safety is the primary duty and responsibility of local government, and

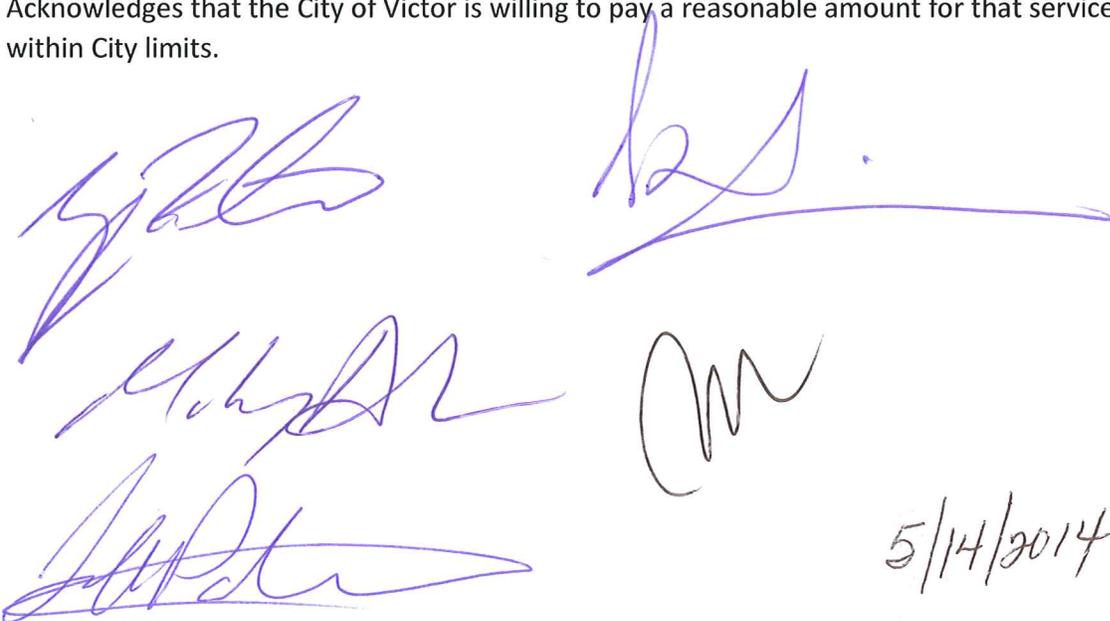
Whereas animals at large pose a safety concern, and

Whereas Teton County Code Title 5 addresses animal control and references an animal control officer, and

Whereas no animal control officer currently exists in Teton County,

The City of Victor respectfully requests that Teton County provide animal control County-wide, and further

Acknowledges that the City of Victor is willing to pay a reasonable amount for that service within City limits.



5/14/2014



May 21, 2014

Teton Valley Community Animal Shelter
P.O. Box 1507
Driggs, ID 83422

Mr. Ralph Mossman
Driggs City Councilman
Driggs, Idaho 83422

Dear Ralph:

The purpose of this letter is to express support for your proposal to add an Animal Control Officer in the County. From a TVCAS perspective, this additional resource would assist in the apprehension of strays, a function currently performed by citizens and the Sheriff's office, and would also educate county residents on dog at-large laws and the need to spay and neuter dogs and cats.

The Shelter is the refuge for stray and surrendered dogs and cats and we see our role continuing as a service to the community. Both the City of Driggs and the City of Victor have indicated that the Animal Control Officer would be in addition to the funding that helps to support the shelter. We hope the County would also agree to continue its funding of the shelter as well.

While an Animal Control Officer could play an important role in our community, the existence of an Animal Control Officer would not reduce the need for the shelter. In fact, having an Animal Control Officer to apprehend strays is likely to at least temporarily increase the number of animals the shelter needs to support if more at-large dogs are sent to the shelter. Longer term, we hope and anticipate that the education and enforcement reduces the number of at-large dogs and the number of intact animals throughout Teton Valley.

We plan to continue our spay and neuter programs and look forward to working with the Animal Control Officer in educating the public. An officer dedicated to this function, augmenting the Sheriff's deputies and public in the management of at-large

Mr. Ralph Mossman

May 21, 2014

Page 2

dogs, will improve the treatment and safety of dogs and support public health and safety in the community.

Sincerely,



The Teton County Community Animal Shelter



Teton County Dog and Cat Estimates

The purpose of this document is to estimate the cat and dog population served by the Teton Valley Community Animal Shelter. There are three distinct components that were estimated:

- Household pets -- those pets living in a household, under the care of humans
- Feral cats -- cats living in the wild, not under the direct care of a human, but may depend on humans for some of their food (e.g., barn cats)
- Intact animals versus sterilized animals

The primary reason for this analysis is to estimate the number of cats and dogs that the shelter will need to support. We have used national statistical estimating tools and the cat and dog population serviced by the three local veterinarians as the basis for building our estimates.

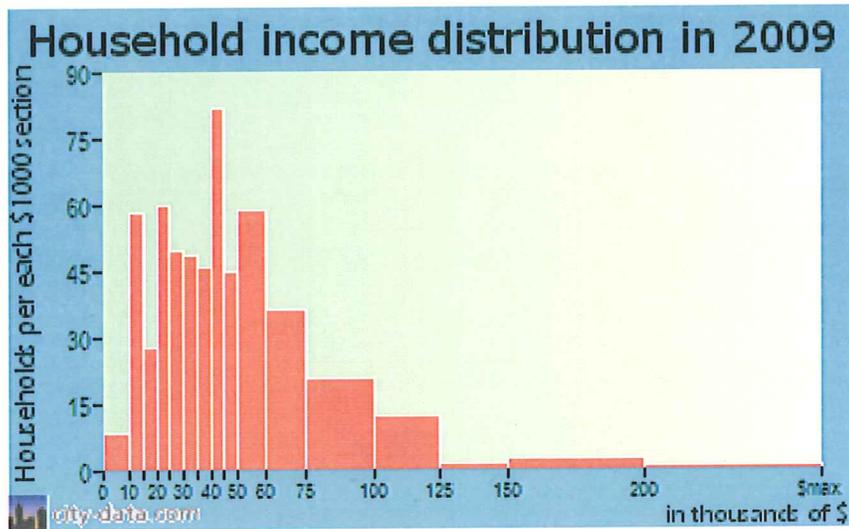
Statistical Population Estimates

Using the pet ownership statistics model generated by the 2011-2012 National Pet Owners Survey (American Pet Products Association) and the number of households estimated in the 2010 Census for Teton County, our pet population should be:

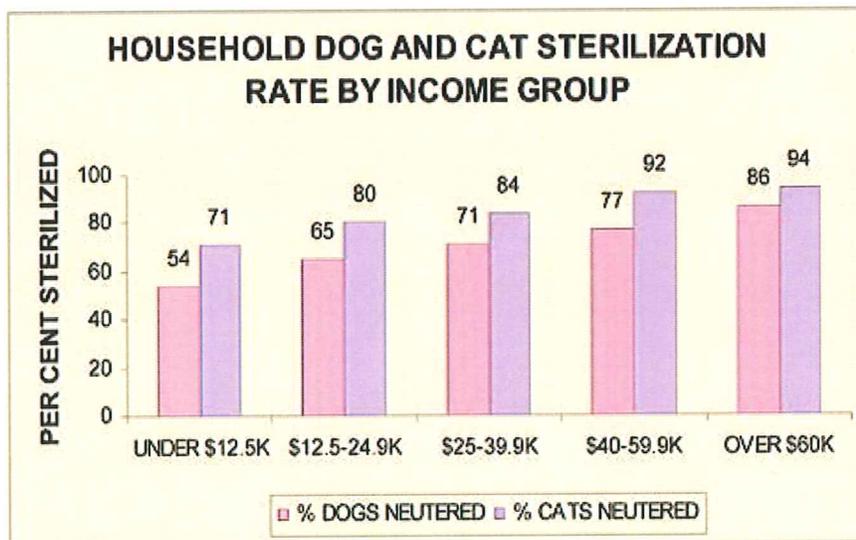
Households in Area	Percent owning dog or cat	Average number of dogs or cats per household	Females	Males	Number Spayed/Neutered	Number NOT Spayed/Neutered
National Dog Percentages	39%	1.69	50%	50%	78%	
3465	1,350	2,300	1,150	1,150	1,794	506
National Cat Percentages	33%	2.2	55%	45%	88%	
3465	1,150	2,550	1,403	1,148	2,244	306

Sterilization Rate Estimates

Since the income distribution in the county affects the cat and dog sterilization rate we also tried to predict the sterilization rate using current (2009 is the most recent data) income figures. Using the 2009 data from City-Data.com, we find the following distribution of household income.



The impact on sterilization rates by household income (*Replacing Myth with Math: Using Evidence-Based Programs to Eradicate Shelter Overpopulation by Peter Marsh*) is projected below



We can then project our estimated sterilization rate as follows:

Income Group	Cat Sterilization Rates	Dog Sterilization Rates	Households	Cat Owing Households with Sterilized Cats	Dog Owing Households with Sterilized Dogs
Under \$12.5k	71%	54%	222.5	158	120
\$12.5 - -24.9k	80%	65%	587.5	470	382
\$25 - 39.9k	84%	71%	720	605	511
\$40 - -59.9k	92%	77%	1205	1109	928
Over \$60k	94%	86%	1425	1340	1226
Totals			4160	89%	76%

Using this calculation, our income distribution figures would predict slightly above the national average of 88% sterilized for cats and slightly below the national estimate for dogs. [Note: the number of households in the City-Data dataset differs from the 2010 Census figures but we assume this does not affect the distribution of the household income brackets.] However, we have 300 farms in Teton County, with an average market value of products sold of \$110k (source, 2007 Census of Agriculture, USDA). Most of these farmers do not sterilize cats or dogs at anywhere close to the percentages projected by income alone and have multiple animals per farm. If we remove 300 households from the "Over \$60k" category that has 94% and 86% sterilization rates and instead assume that these 300 households have a 25% sterilization rate (for both dogs and cats), we reduce the percent of households with sterilized cats from 89% to 84% and sterilized dogs from 76% to 72%..

Income Group	Cat Sterilization Rates	Dog Sterilization Rates	Households	Cat Owing Households with Sterilized Cats	Dog Owing Households with Sterilized Dogs
Under \$12.5k	71%	54%	222.5	158	120
\$12.5 - -24.9k	80%	65%	587.5	470	382
\$25 - 39.9k	84%	71%	720	605	511
\$40 - -59.9k	92%	77%	1205	1109	928
Over \$60k	94%	86%	1125	1058	968
	25%	25%	300	75	75
Totals			4160	84%	72%

Veterinary Practice Data and Adjustments

To validate our household pet population projections, we also solicited information from the three local veterinarians that service the majority of the cats and dogs in the area. In calculating the number of dogs and cats, we asked that each vet report animal visits in the prior two years. We used the two year figure to try and reduce veterinary practice overlap, where the same animal may be seen by multiple veterinary practices, and given recent AVMA information on visits per annum:

- According to the AVMA's 2007 U.S. Pet Ownership and Demographics Sourcebook¹ cats averaged 1.7 visits per annum in 2006 and dogs averaged 2.6 visits per annum.
- The March 1, 2011, issue of *JAVMA News*² reported that 60 percent of cat owners surveyed had had taken their cat to their veterinarian in the past year and 85% of dog owners had taken their dogs.

However, the 2011 Bayer Veterinary Care Usage Study³ reports that 15% of all cats and 4% of all dogs are not seen in a two year period. So by reviewing two years of data, we should have identified 85% of the cat population and 96% of the dog population cared for by these veterinarians. [Note, since our county has no licensing requirements for cats, and fewer than 200 dog licenses were issued in 2011, county license data could not be used to help substantiate the estimates.]

The veterinarian data is shown below:

Veterinarian	Patients		Percent Sterilized		Spay/Neuters per Year	
	Dogs	Cats	Dogs	Cats	Dogs	Cats
TOTALS	2,989	1,716	73%	79%	270	259

The data was then adjusted to account for various impacts:

- Non-local care --We believe that some owners, roughly 5%, take their cat or dog to Jackson, Wyoming or other Idaho veterinarians for regular treatment.
- Overlap among practices -- We believe that the overlap in the patient numbers among the three vets equals 15%.
- Percent of cats and dogs not under veterinary care -- Using the 2011 Bayer Veterinary Care Usage Study we estimate that 17% of all household cats and 9% of all dogs are not under veterinary care.

¹ American Veterinary Medical Association

² Burns, Katie; 6 factors in declining veterinary visits -- *JAVMA News*, March 11, 2011

³ 2011 Bayer Veterinary Care Usage Study, Animal Health Division, Bayer Healthcare LLC

The adjustments are shown below:

Item	Cats			Dogs	
	Population Adjustments	Cat Population		Population Adjustments	Dog Population
Reported Vet Cat/Dog Population		1,716			2,989
Percent of Practice Overlap	15%	-260		15%	-450
Adjusted Vet Cat/Dog Population		1,456			2,539
Percent Not Seeing Vet in Prior Two Years	15%	260		4%	110
Adjusted Vet Cat/Dog Population		1,716			2,649
Percent Households Using Non-local Vets	5%	380		5%	290
Adjusted Vet Cat/Dog Population		2,096			2,939
Percent Cat/Dogs Not Seeing Vet	17%	430		9%	290
Adjusted Cat/Dog Population		2,526			3,229
Estimated Household Cat/Dog Population		2,550			2,300

For cats, given the agreement of the two estimates (a 1% difference), we believe that our household cat population is slightly over 2,500. However, for dogs, there is a difference of 40%. Since we used the same methodology to calculate the number of household dogs as household cats, we believe that the estimate of 3,230 is appropriate. The reason for the difference from the national average is probably due to a higher percentage of households with dogs and a higher average number of dogs per household.

Feral Cats

The Teton Valley Community Animal Shelter serves a large rural area, with a number of farms and ranches and significant public owned and farm land. Of the almost 300,000 acres in our service area, 35% is government owned and over 40% is farmland. We have not been able to find agreement in the method of estimating the number of feral cats. Most estimating methods do not take into account the rural nature of the area we serve. If we use studies that estimate feral cats based on the availability of human food resources, we would estimate feral cats as follows:

Total Acres	Dispersed Resource Percentage	KM ² Dispersed Land	Dispersed Density Cats ⁴	KM ² Rural Land	Rural Density Cats ⁵	Total Feral Cats
300,000	75%	910	364	303	8,345	8,500

For our purposes we have assumed that our feral cat population is in excess of 7,500 and that the rate of sterilization among those animals is 2-3%.

Intact Cats

For household cats, with a population of 2,500 and a current sterilization rate of 79% among those seen by vets, we calculate intact animals as follows:

- Cats seen by vets -- 2,100, with a reported sterilization rate of 79%, for an intact cat population of 450
- Cats not seen by vets -- 430, with an estimated sterilization rate of 5%, for an intact population of 410

So we have approximately 860 intact household cats. For feral cats, we have over 7,000 intact animals.

Intact Dogs

For household dogs, with a population of 3,230 and a current sterilization rate of 73% among those seen by vets, we calculate intact animals as follows:

- Dogs seen by vets -- 2,940, with a reported sterilization rate of 73%, for an intact dog population of 780
- Dogs not seen by vets -- 290, with an estimated sterilization rate of 5%, for an intact population of 280

So we have approximately 1,060 intact household dogs. We assume a negligible population of "wild" dogs in the area.

⁴ Liberg, O. & Sandel, M. 1988: Spatial organisation and reproductive tactics in the domestic cat and other felids. - In: Turner, D.C. & Bateson, P. (eds.); The domestic cat: the biology of its behaviour. Cambridge University Press. pp. 83-98.

⁵ Liberg, O. 1980: Spacing patterns in a population of rural free roaming domestic cats. -Oikos 35: 336-349. and Macdonald, D.W. & Apps, P.J. 1978: The social behaviour of a group of semi-dependent farm cats, *Felis catus*: a progress report. . Carnivore Genetics Newsletter 3: 256-268.



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

Teton County Clerk

150 Courthouse Drive
Driggs, Idaho 83422

May 22, 2014

TO: County Commissioners
FROM: Mary Lou
SUBJECT: Animal Control Enforcement

If the Board decides to provide funding to enforce the county's existing dog licensing ordinance, please provide guidance regarding the following related items:

1. Which EODH will manage the financial aspects of licensing (ordering tags, tracking the revenue and expenses related to dog licensing)?
2. Which EODH will manage/enter data into the database?
3. Where will dog licensing information be located on the county website (within one of the EODH pages? on a stand-alone page?)



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

Teton County Engineer
MEMO

150 Courthouse Drive
Driggs, ID 83422

May 22, 2014

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 May 27, 2014 meeting.

SOLID WASTE

1. Spring Clean-Up: The transfer station processed a record number of vehicles (281) without any major lines or delays.
2. Landfill Cap Update: Forsgren, myself, and DEQ have a conference call scheduled at 1pm on May 22 to review the borrow source material (Felt Pit overburden). Forsgren will be at May 27 meeting to give the BoCC an update.

ROAD & BRIDGE

1. R&B crews are patching pothole as the weather permits. S1000E gravel overlay is complete. We are working on the E4000S gravel overlay and will then move to Rammell Mountain Rd. reconstruction.
2. S. Bates Rd was spot graded last week as the road base dried out enough to work the material.
3. Gravel crushing in the Driggs gravel pit is anticipated to start the 1st week of June.
4. Mag. Chloride/gravel stabilization is scheduled to start June 16 and last about two weeks.
5. The 1st 600ft of Packsaddle road and the 1-mile of N3000W that was not annexed by Tetonia, are scheduled for a fog seal on June 10 (see action items for contract info). This project is in conjunction with a City of Victor project and with help from the City of Pocatello.
6. R&B purchased fuel last week via piggyback on the State of Idaho fuel bid.
7. Attached are the bid results for trucking and equipment. No motions are needed as R&B will be contracting with the lowest available contractor for specific projects. I may use contractors (if available) in the upcoming weeks to continue the gravel projects while R&B prepares for Mag-Chloride and chip sealing.

ACTION ITEMS:

1. Teton Creek LOMR: Attached is an Add Service to complete the LOMR for the Teton Creek Project. The LOMR is required as part of grant requirements and was budgeted.

Recommended Motion:

I move to approve the Harmony Design & Engineering Service Order for the Teton Creek LOMR not to exceed \$7,900.

2. ASI GSB-88 Fog Seal Oil: We will fog-seal 1-mile of W3000N and 600ft of W4000N (Packsaddle). Attached is the agreement with ASI for the oil. Please note that Pocatello is spreading the oil at no cost (except room & board for their operator) and we scheduled the project with the City of Victor to reduce costs.

Recommend Motions:

I move to approve the ASI sealing agreement for oil not to exceed \$4,000.00

3. Darby Canyon Road (WY): The Darby Girls Camp approached me about teaming with the Girls Camp, Teton County WY, and the USFS to improve approximately 1.9 miles of the Darby Canyon Rd. The USFS will have equipment on-site as part of a trailhead improvement project. My recommendation was that Teton County ID could provide the raw material if WY and the Camp could pay for the crushing and hauling of the material. The USFS would then spread and compact the material. WY has expressed interest and would like more information, the Camp has allocated funds for the project (see attached project sheet).

Recommend Motions:

I move to provide raw material from the Driggs gravel pit for the 2014 Darby Canyon Rd Improvement project, provided the Darby Girls Camp and Teton County WY reimburse the county for the crushing costs, contract out the hauling, and the USFS spreads and compacts the material.

SERVICE ORDER



Date: March 20, 2014

Project: LOMR for the Teton Creek Restoration

SCOPE OF SERVICES

This Scope of Services includes preparing a Letter of Map Revision (LOMR) for the Teton Creek Restoration Project located upstream of the Cemetery Road Bridge. Items that will be provided include:

- A complete LOMR application including supporting information including hydraulic computations, project narrative, maps, and data. The hydrology for the project will not be changed from the effective Flood Insurance Study or the previous CLOMR submittal.
- Information to be included in individual legal notices to all affected property owners or notification for the newspaper.
- Coordinate obtaining concurrence, in writing, from the chief executive officer of any other communities affected by the proposed actions (City of Driggs).

The following items are NOT included:

- LOMR application fee (currently \$5,000).

Fee Not-to-Exceed \$7,900

This AGREEMENT is between _____(Client) and Harmony Design, Inc. for services as described above and subject to the following.

Compensation

The fee for the listed scope of services will be on a TIME AND MATERIALS basis, at the rates on the attached standard fee schedule.

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 30 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 60 days of the invoice date, Harmony Design Inc. 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 Client shall notify Harmony Design Inc. in writing within 10 calendar days of the date of the invoice if the Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Invoices not contested within 10 calendar 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 Harmony Design Inc. to collect any fees and expenses incurred, including reasonable attorney's fees as well as any time billed by Harmony, at our current standard fee schedule, related to the collection of any amounts due from the Client.

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

Information Provided by Others

All data and information provided to Harmony Design Inc. through the Client will be assumed to be complete and accurate unless otherwise informed by the Client. Harmony Design Inc. will endeavor to identify obvious errors and bring them to the attention of the Client; however, Harmony Design Inc. cannot be responsible for the work of others unless the Client has authorized an independent analysis of the data and information provided.

Ownership of Documents

Drawings, Plans, Specifications, and Reports prepared by Harmony Design, Inc. are, and shall remain, the property of Harmony Design, Inc., whether the project is executed or not. The Client shall be permitted to retain copies of said Drawings, Plans, Specifications, and Reports including reproducible copies, for information and reference in connection with the Client's use on this specific project only. Unauthorized duplication of details, designs and drawings for project not specified in the Agreement shall be a violation of copyright laws.

Third-Party Exclusion

The Agreement shall not create any rights or benefits to parties other than Client and Harmony Design Inc, except such other rights as may be specifically called for herein.

Engineers Certificate of Merit

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Harmony Design Inc unless the Client has first provided Harmony Design Inc with a written certification executed by an independent design professional currently practicing in the same discipline as the Harmony Design Engineer 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 an Engineer 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 Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

Limitation of Liability

In recognition of the relative risks and benefits of this project to both the Client and Harmony Design Inc., these risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to specific limits of liability. The aggregate limits of liability of Harmony Design Inc., its consultants, and subconsultants on the project shall apply to any and all injuries, claims, losses, costs, or damages whatsoever arising from, resulting from, or in any way related to the project from any and all cause or causes. Such causes include, but are not limited to, Harmony Design Inc'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 Harmony Design Inc., their consultants, and subconsultants to the Client, owner and anyone claiming by, through or under the Client or owner shall not exceed **\$50,000** or the amount of Harmony Design, Inc.'s compensation, whichever is less (higher limits are available; Client should speak with Harmony Design Inc. in that regard). The Client agrees that any claim filed against Harmony Design Inc by Client, will be filed solely against Harmony Design Inc or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.

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 project Owner will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, 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.

Termination

Either party may terminate this Agreement by providing seven (7) days written notice in the event of a substantial failure by one party through no fault of the other party to perform in accordance with the terms and conditions of this agreement. Either party may terminate this Agreement without cause by fifteen (15) days written notice to the other.

Upon termination, payment will be made to Harmony Design, Inc. for all services performed and reimbursable expenses up to the date of the termination. Deliverables will be turned over to the Client upon full payment. Any deliverables released prior to completion of work shall absolve Harmony Design, Inc. of all liability associated with the project

IN WITNESS WHEREOF, this agreement, including all exhibits and attachments, has been fully executed on behalf of Harmony Design Inc by its duly authorized officers, and the Client has caused the same to be executed in its name and in its behalf by its duly authorized officers as of the date indicated below.

Client Name: _____

Harmony Design, Inc.

Signature: _____

By: _____

Printed name: _____

Title: _____ **President** _____

Date Signed: _____

Date Signed: _____

Billing Address: _____

Phone #: _____

Fax#: _____

Email: _____

Sealing Agreement #ASIRL-TC51914: Teton County, ID

5-19-14
By Rick LaBelle
Asphalt Systems, Inc. (ASI)

Attn: Jay Mazalewski

Job Date: June 10

Product: GSB-88® (gilsonite-sealer-binder-rejuvenator, emulsion), 2:1 formulation

* Square Yardage to Treat: 13,704
* Application Rate: .09 gallons per sq. yd.
* Gallons Required: = 1,233
* Cost Per Gallon: \$3.23
* Total Oil Cost: = \$3,983.00 (appx \$0.29 per sq. yd.)

Freight & Spreading:

* Note: freight will be billed separately (directly from RnM trucking company of SLC, UT), and is not responsibility of ASI

- Freight: \$395 plus any fuel surcharge (will hold-over oil from City of Victor on previous day, saving appx \$1,600 on this cost).
- Spreading: will be provided by City of Pocatello at no cost (savings of appx \$2,000).

5/19/14

Rick LaBelle
Sales & Marketing
Asphalt Systems, Inc.

Accepted by:

Teton County, Idaho



Teton County Engineer

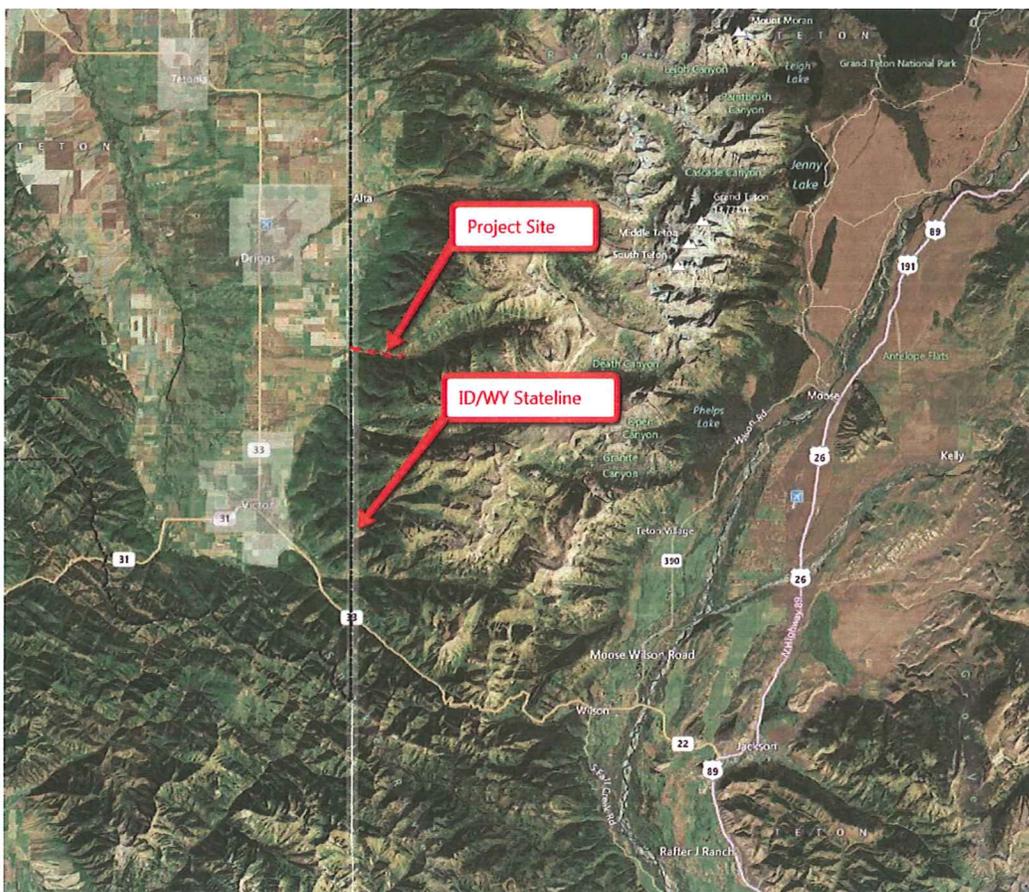
WK: 208-354-0245
CELL: 208-313-0245

150 Courthouse Drive
Driggs, ID 83422

DATE: May 22, 2014
SUBJECT: Darby Canyon Road Improvements
FROM: Jay T. Mazalewski, PE

The following document summarizes discussions to date regarding improving the USFS Darby Canyon Road in Teton County Wyoming.

Darby Canyon road, located on USFS land in Teton County Wyoming, is in poor condition and needs improvement. This road sees an estimated 150+ vehicles per day based 2011 traffic count at the east end of E3000S. The Darby Girls Camp, located 1.9 miles from the start of the road, approached the USFS and Teton County Idaho about teaming up to improve the section of road prior to their access. Based on recommendations from the Darby Girls Camp engineer, this section of road needs spot base improvements (pit run) and new surface gravel.



VICINITY MAP

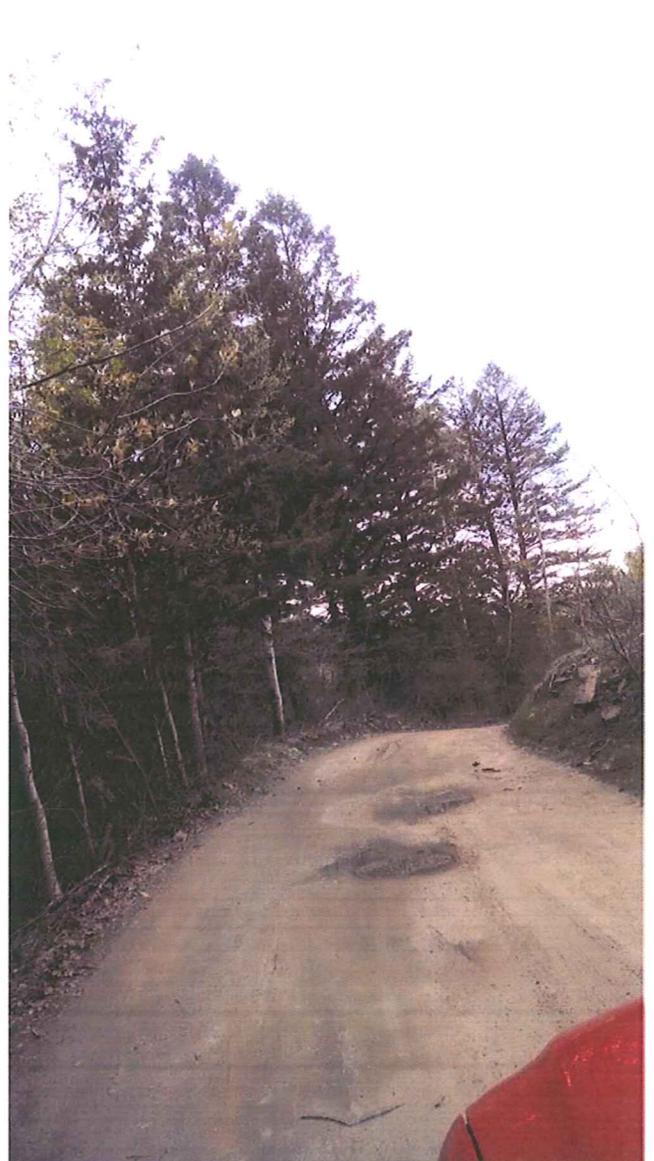
The USFS has a trailhead improvement project scheduled for June/July 2014 at the end of Darby Canyon Road. If the base and surface gravel can be delivered to this section of road, the USFS will spread and compact the material, as they will have equipment on-site.

Teton County Idaho has a gravel pit approximately 3 miles north of the project and has a gravel crushing project slated to begin in June. Teton County Idaho can (pending BoCC approval) provide the raw material for this project, provided the crushing costs are reimbursed.

The Darby Girls Camp has allocated \$10,000 to offset the crushing and hauling costs for this project.

Teton County Wyoming was approached about teaming up to complete this project but needed additional information.

This is a unique opportunity which allows four separate entities (3 public & 1 institutional) to team up, combine resources, and improve a road which is heavily used by the constituents of each entity.



DARBY CANYON PROJECT SUMMARY



Length:	1.9 Miles
Width:	12 Feet
Base Material:	600 CY
3/4" Surface Gravel (4" compacted):	1860 CY

COST/VALUE:

Raw Material:	\$7,400 (donated by TC Idaho)
Crushing:	\$7,650
Loading & Hauling:	\$10,000-\$16,000
Spreading & Compacting:	\$12,000-18,000 (provided by USFS)

Scheduled Mid June-Early July



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

Project: Misc
Subject: Equipment Bid Comparison
Designer: JTM
Date: 5/22/2014

FIRM Capacity Bid (\$)

Steel Drum Roller

FIRM	Capacity	Bid (\$)
Action	10.00	\$ 70.00
Matkin	8.00	\$ 80.00
PEI	9.00	\$ 95.00

Water Truck

FIRM	Capacity	Bid (\$)
Matkin	4000.00	\$ 85.00
Action	4000.00	\$ 74.00

Front End Loader

FIRM	Capacity	Bid (\$)
Matkin	3.00	\$ 105.00
Action	5.00	\$ 98.00
PEI	3.00	\$ 100.00
	3.00	\$ 100.00

Excavator

FIRM	Capacity	Bid (\$)
Matkin	1.00	\$ 120.00
Action	1.00	\$ 95.00
PEI	1.00	\$ 110.00
AquaTerra	2.38	\$ 140.00



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

Project: Misc
Subject: Material Hauling
Designer: JTM
Date: 5/22/2014

PROJECT 1 BID RESULTS SEAL COAT HAULING

FIRM	Truck Capacity (Ton)	Bid (\$)	Cost per Ton
ACTION	15.32	\$ 76.60	\$ 5.00
ACTION	15.6	\$ 78.00	\$ 5.00
ACTION	15	\$ 75.00	\$ 5.00
ACTION	14.76	\$ 73.80	\$ 5.00
PEI	20	\$ 105.00	\$ 5.25
MD	15	\$ 79.50	\$ 5.30
MD	15	\$ 79.50	\$ 5.30
PEI	16	\$ 85.00	\$ 5.31
RIPS	15	\$ 80.00	\$ 5.33

PROJECT 2 BID RESULTS MISCELEANOUS MATERIAL HAULING

End Dump

FIRM	Truck Capacity (Ton)	Bid (\$)	Cost per Ton
MATKIN	18	\$ 85.00	\$ 4.72
MATKIN	18	\$ 85.00	\$ 4.72
MATKIN	18	\$ 85.00	\$ 4.72
MATKIN	18	\$ 85.00	\$ 4.72
ACTION	15.32	\$ 76.60	\$ 5.00
ACTION	15.6	\$ 78.00	\$ 5.00
ACTION	15	\$ 75.00	\$ 5.00
ACTION	14.76	\$ 73.80	\$ 5.00
PEI	20	\$ 105.00	\$ 5.25
MD	15	\$ 79.50	\$ 5.30
OWEN	16	\$ 85.00	\$ 5.31
RIPS	15	\$ 80.00	\$ 5.33
OWEN	15	\$ 82.00	\$ 5.47
TONKS	15.5	\$ 85.00	\$ 5.48
TONKS	15.5	\$ 85.00	\$ 5.48
PEI	15	\$ 85.00	\$ 5.67
MD	14	\$ 79.50	\$ 5.68

Belly Dump

FIRM	Truck Capacity (Ton)	Bid (\$)	Cost per Ton
MATKIN	27	\$ 105.00	\$ 3.89
NETHERCOTT	26.5	\$ 110.00	\$ 4.15
NETHERCOTT	25.5	\$ 108.00	\$ 4.24
NETHERCOTT	23	\$ 103.00	\$ 4.48
NETHERCOTT	23	\$ 103.00	\$ 4.48
NETHERCOTT	23	\$ 103.00	\$ 4.48
TONKS	22	\$ 105.00	\$ 4.77
TONKS	22	\$ 105.00	\$ 4.77
TONKS	22	\$ 105.00	\$ 4.77
ACTION	18	\$ 95.00	\$ 5.28
ACTION	18	\$ 95.00	\$ 5.28