

Teton County Idaho Commissioners' Meeting Agenda
Monday, December 8, 2014 - 10:00am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

9:30 **Meeting Called to Order** – Kelly Park, Chair
Amendments to the agenda.

Administrative Business *will be dealt with as time permits*

1. Approve Available Minutes
2. Other Business
 - a. Video Camera Request – Sheriff's Office
 - b. Court Taser Purchase Request
 - c. Alcoholic Beverage Licenses renewals for 2015
 - d. Planning & Zoning Commission
3. Committee Reports
4. Claims

10:00 **Open Mic** – *if no speakers, we will go to next agenda items*

DEPARTMENT BUSINESS

Emergency Management – Greg Adams, Coordinator

1. Mosquito District Vendor Contract

Public Works – Darryl Johnson

1. Solid Waste – Saul Varela, Supervisor
 - a. Wood Chipping Contract
 - b. Survey of Wood Chip Pile
 - c. Rocky Mountain Environmental Contract
2. Road & Bridge – Clay Smith, Supervisor
 - a. 12 Tons of Salt Purchase Request
 - b. Henman Letter N3750W
 - c. Packsaddle Road Plow Permit – J. Copeland
3. Public Works
 - a. Grant Support Request

11:00 Centennial Celebration Update – Karen Russell

1. January 26, 2015 – Funding Request (Birthday Party)

11:30 **Monthly EODH Meeting** – Brown Bag lunch

1. Centennial Celebration Input
2. Post-Election Review of the Personnel Policy
3. Department Updates

1:00 **Executive Session per IC§67-2345 (1)(d)** – Indigent Hearing & (1)(b) Personnel

ADJOURN

Upcoming Meetings

December 22 – 9:30 am Regular Meeting of the Board

December 24 – noon Courthouse Closes

December 25 – Courthouse Closed

December 30 – 11am – 1:00pm Bonnie Hatch Retirement Celebration

January 1 – Courthouse Closed

January 12 – 9:00 am Regular Meeting of the Board

January 26 – 9:00 am Regular Meeting of the Board

January 26 – 100th Birthday of Teton County ID

Dawn Felchle

From: John Leidorf
Sent: Thursday, December 04, 2014 4:30 PM
To: Dawn Felchle
Cc: John Leidorf
Subject: Change in Purchases Capital IT Equipment in Vehicles.

In working on the cameras in Sheriff's patrol vehicles project, I have found great difficulty in having local installation done in our vehicles. Therefore, I am requesting additional monies to pay for the professional installation of the ten camera systems to be performed by Provision, the actual manufacturer. Local installation ran approximately 300 dollars for the initial test camera system. Provision is quoting 650 dollars per vehicle for professional installation. I intend to negotiate this price further with the Company. Installation would therefore cost 6500 dollars for installation of the Provision systems into our patrol cars.

I intend to not purchase 3,500 dollars of equipment in the patrol cars described in the budget line item as "computer security for accessing hardware". A recent decision by the FBI has deemed that a patrol car is a secure office, so this equipment will not be necessary at this time. By utilizing this 3500, freed up from 04-0802-0000, I would only need 3,000 dollars of contingent monies to complete this project. I am finalizing quotes now for the purchase of the nine remaining patrol car video systems, and it will be under budget. The camera purchases are in 04-0804-0000. Installation (professional, and also better warranty service and support) is the only issue left to discuss and obtain funding for. Thanks, John

John Leidorf
Information Services Manager
Teton County Sheriff's Office
230 N. Main Street
Driggs Idaho 83422
208.354.8782



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

Teton County Clerk

150 Courthouse Drive #208
Driggs, Idaho 83422

December 2, 2014

TO: Commissioners
FROM: Clerk *me*
SUBJECT: Request to purchase Taser for Court Bailiff

Judge Jason Walker and Bailiff Lindsey Moss believe it would be beneficial for Mr. Moss to have a Taser at his disposal if needed for court proceedings. Mr. Moss recently completed training for re-certification in Taser use. Please see the attached emails for more information.

Therefore, I am requesting approval to spend \$1,057 out of the court contingency account (06-01-526) to purchase a Taser and accessories per the attached price quote. There is currently \$11,000 available within the court contingency account.

The Sheriff's Taser policy is also attached. If you would like to adopt a county Taser policy, I will work with Prosecutor Spitzer to modify the Sheriff's policy as needed.

Mary Lou Hansen

Subject: FW: training

From: Jason D. Walker
Sent: Wednesday, November 05, 2014 2:36 PM
To: Mary Lou Hansen; Lindsey Moss
Cc: gmoeller@co.madison.id.us
Subject: RE: training

I don't think we should let the Magistrate Judge have the Taser.....it would be too tempting!

I am not sure how many other counties arm their bailiff's with taser's, however, from my perspective, a taser is a very useful non-lethal deterrent to inappropriate conduct. Whether that is something that Lindsey would like to employ in his job I think is up to him and the county commissioners since use or misuse would expose the county to liability. It would certainly give Lindsey another option short of going hands on.

If we go that route, the commissioners would likely need to adopt a Taser use policy setting out the parameters of when use of a taser would be warranted. I believe the Sheriff's office already has a policy, so it would be easy to adapt to our use.

Training would be required and I believe Lindsey is presently certified, but a refresher would make sense. The Sheriff's office is actually doing a refresher training in the next few days or weeks which is what probably facilitated this discussion.

I don't have a comment on whether purchase of a taser is necessary before the training.

From: Mary Lou Hansen
Sent: Wednesday, November 05, 2014 2:17 PM
To: Lindsey Moss
Cc: Jason D. Walker
Subject: RE: training

Lindsey: If you and Judge Walker think a taser would be a desirable piece of equipment, I'm quite certain the Commissioners would approve use of Court Contingency Funds for a purchase. Would you need a taser prior to the training?

From: Lindsey Moss
Sent: Wednesday, November 05, 2014 1:33 PM
To: Mary Lou Hansen
Subject: training

Good afternoon Mary Lou. This morning in a meeting with Judge Walker and Fred Hale as well as other members of the court staff, we discussed the possibility of my attending Taser training. I can attend the training with the Sheriff's Office staff at no cost. The problem with this plan is that I do not have a Taser. Sgt. Hale informed me that I could piggy back onto their order to save money but they cannot buy it. The cost of the Taser is \$1,057.00 with the necessary holster and accessories. I think a Taser is a very worthwhile investment for the county for security reasons and liability reasons. Currently there is a gap in my use of force continuum. I go from verbal to hands on, and then to lethal force. A Taser is an acceptable bridge in that continuum. You might want to have a conversation with Judge Walker on the issue, he can share his opinion as to whether or not he thinks this is a good idea. I realize this is not a budget issue we that we have discussed and planned for. The training is scheduled for the afternoon of November 13. If purchase of the Taser is out of the question for this fiscal year, I probably will not attend the training.



3009 North Highway 89
 Prescott, AZ 86301
 Tel: (928) 776-7192
 sales@proforceonline.com
 Fax: (928) 445-3488
 www.proforceonline.com
 FL# 9-86-025-01-4G-00858

P R I C E
 Q U O T E

QUOTE# 240513
 SHIP DATE A.S.A.P.

PAGE 1

SOLD TO

TETON COUNTY SHERIFF'S OFC
 150 COURTHOUSE DR STE 208
 DRIGGS ID 83422

SHIP TO

TETON COUNTY SHERIFF'S OFC
 FRED HALE
 89 N. MAIN STREET
 DRIGGS ID 83422

208-354-3618

JOB # DATE CUST.# LOC. SALESMAN SHIP VIA FRP.
 N/A 10/20/14 009894 A MERLE DAVIS FX G-FOB ORIGIN

QUOTED	QTY.	ITEM NO./DESC.	UNIT PRICE	UOM	DISC.	NET PRICE
2	11002	TSR X26P BLK CLASS III LASER	873.8500	EA	.00	1,747.70
2	11501	TSR HLST X26P BLACKHAWK RH	51.7500	EA	.00	103.50
3	11010-TSR	TSR X26P XPPM EXTENDED PERFORMANCE POWER MAG	61.9500	EA	.00	185.85
3	26701	TSR X26 EXTENDED DPM	40.7500	EA	.00	122.25
12	44203	TSR CART M26/X26 25FT XP	26.5000	EA	.00	318.00

This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.
 ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.
 Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
 PLEASE READ ATTACHED:

COMMENT

TERMS



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QUOTED	QTY.	ITEM NO./DESC.	UNIT PRICE	UOM	DISC.	NET PRICE

Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.

IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and FAX to 928-445-3468.

Printed Name: _____
 Date: _____
 Signature: _____
 P.O.: _____

COMMENT
 FOR FRED HALE
 FHALEGO.TETON.ID.US
 BY TRISH FIELDSON

SALES AMOUNT 2,477.30

HANDLING 16.45
 SUB TOTAL 2,493.75

TERMS DUE NET 30 DAYS

1057 for one taxon + accessories

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-86-025-01-4G-00508

P R I C E	QUOTE#	PAGE
	240513	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

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 Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
 PLEASE READ ATTACHED:

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TERMS	

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	Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.					
	- IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and FAX to 928-445-3468.					
	- Printed Name: _____					
	- Date: _____ P.O.: _____					
	- Signature: _____					
COMMENT FOR FRED HALE FHALE@CO.TETON.ID.US BY TRISH FIELDSON TERMS DUE NET 30 DAYS				SALES AMOUNT		2,477.30
				HANDLING		16.45
				SUB TOTAL		2,493.75

6057 for one taxer & accessories

TASER™ Guidelines

309.1 PURPOSE AND SCOPE

When properly applied in accordance with this policy, the TASER™ device is considered a non-deadly control device which is intended to temporarily incapacitate a violent or potentially violent individual without causing serious injury. It is anticipated that the appropriate use of such a device will result in fewer serious injuries to deputies and suspects.

309.2 POLICY

Personnel who have completed training approved by this office may be issued a TASER for use during their current assignment. Personnel leaving a particular assignment may be expected to return their issued device to the inventory of this office.

Deputies shall only use TASER and cartridges that have been issued by this office. The device may be carried either as a part of a uniformed deputy's equipment in an approved holster or secured in the driver's compartment of the deputy's vehicle so that it is readily accessible at all times.

- (a) If the TASER is carried as a part of a uniformed deputy's equipment, the TASER shall be carried on the opposite side as the deputy's duty weapon.
- (b) All TASERs shall be clearly and distinctly marked to differentiate them from the duty weapon and any other device.
- (c) Whenever practical, deputies should carry a total of two or more TASER cartridges on their person at all times while carrying a TASER.
- (d) Deputies shall be responsible for insuring that their issued TASER is properly maintained and in good working order at all times.
- (e) Deputies should never hold both a firearm and the TASER at the same time unless lethal force is justified.

309.3 VERBAL AND VISUAL WARNINGS

Unless it would otherwise endanger officer safety or is impractical due to circumstances, a verbal announcement of the intended use of the TASER shall precede the application of a TASER in order to:

- (a) Provide the individual with a reasonable opportunity to voluntarily comply.
- (b) Provide other deputies and individuals with warning that a TASER may be deployed.

If, after a verbal warning, an individual continues to express an unwillingness to voluntarily comply with a deputy's lawful orders and it appears both reasonable and practical under the circumstances, the deputy may, but is not required to display the electrical arc (provided there is not a cartridge loaded into the TASER) or laser in a further attempt to gain compliance prior to the application of the TASER. The aiming laser should never be intentionally directed into the eyes of another as it may permanently impair their vision.

The fact that a verbal and/or other warning was given or reasons it was not given shall be documented in any related reports.

TASER™ Guidelines

309.4 USE OF THE TASER

As with any law enforcement equipment, the TASER has limitations and restrictions requiring consideration before its use. The TASER should only be used when its operator can safely approach the subject within the operational range of the TASER. Although the TASER rarely fails and is generally effective in subduing most individuals, deputies should be aware of this potential and be prepared with other options in the unlikely event of such a failure.

Authorized personnel may use the TASER when circumstances known to the individual deputy at the time indicate that the application of the TASER is reasonable to subdue or control:

- (a) A violent or physically resisting subject, or
- (b) A potentially violent or physically resisting subject if:
 - 1. The subject has verbally or physically demonstrated an intention to resist;
 - 2. The deputy has given the subject a verbal warning of the intended use of the TASER followed by a reasonable opportunity to voluntarily comply;
 - 3. Other available options reasonably appear ineffective or would present a greater danger to the deputy or subject.
- (c) Although not absolutely prohibited, deputies should give additional consideration to the unique circumstances involved prior to applying the TASER to any of the following individuals:
 - 1. Pregnant females.
 - 2. Elderly individuals or obvious juveniles.
 - 3. Individuals who are handcuffed or otherwise restrained.
 - 4. Individuals who have been recently sprayed with alcohol based Pepper Spray or who are otherwise in close proximity to any combustible material.
 - 5. Passively resisting subjects.
 - 6. Individuals whose position or activity may result in collateral injury (e.g. falls from height, operating vehicles).
- (d) Individuals suspected of being under the influence of drugs/alcohol or exhibiting symptoms of "excited delirium" (e.g. nudity, profuse sweating, irrational behavior) may be more susceptible to collateral problems and should be closely monitored following the application of the Taser until they can be examined by paramedics or other medical personnel.
- (e) Because the application of the TASER in the "Drive Stun" mode (i.e. direct contact without darts) relies primarily on pain compliance and requires close proximity to the subject, additional caution should be exercised and the controlling effects may be limited.

The TASER shall not be used to torture, psychologically torment or inflict undue pain on any individual. The display of the electric arc as authorized in this policy shall not constitute torture or torment.

309.4.1 MULTIPLE APPLICATIONS OF THE TASER

If, after a single application of the TASER, a deputy is still unable to gain compliance from an individual and circumstances allow, the deputy should consider whether or not the probes or darts are making proper contact, or if the use of the TASER is limiting the ability of the individual to comply, or if other options or tactics may be more appropriate. This however,

Teton County Sheriff's Office

Policy Manual

TASER™ Guidelines

shall not preclude any deputy from multiple, reasonable applications of the TASER on an individual.

309.4.2 REPORT OF USE

All TASER displays to obtain compliance and discharges shall be documented in the related arrest/crime report and on the TASER report form. Accidental discharges of a TASER cartridge will also be documented on the TASER report form. Any report documenting the discharge of a TASER cartridge will include the cartridge's serial number and an explanation of the circumstances surrounding the discharge. Photographs are to be taken of entry site and added to the case report.

The on-board TASER memory will be downloaded through the dataport, and saved with the related arrest/crime report.

309.5 MEDICAL TREATMENT

Absent extenuating circumstances or unavailability, only qualified medical personnel, including certified paramedics, should remove TASER darts from a person's body. Used TASER darts shall be considered a sharp biohazard, similar to a used hypodermic needle, and universal precautions should be taken accordingly.

All persons who have been struck by TASER darts or who have been subjected to the electric discharge of the device shall be medically cleared prior to booking. Additionally, any such individual who falls under any of the following categories should, as soon as practicable, be examined by paramedics or other qualified medical personnel:

- (a) The person is suspected of being under the influence of controlled substances and/or alcohol.
- (b) The person may be pregnant.
- (c) The person reasonably appears to be in need of medical attention.
- (d) The TASER darts are lodged in a sensitive area (e.g., groin, female breast, near the eyes).
- (e) The person requests medical treatment.

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond physical characteristics, imperviousness to pain or who require a protracted physical encounter with multiple deputies to bring under control may be at an increased risk of sudden death and should be examined by qualified medical personnel as soon as practicable. Any individual exhibiting signs of distress after such an encounter shall be medically cleared prior to booking.

If any individual refuses medical attention, such a refusal should be witnessed by another deputy and/or medical personnel and shall be fully documented in related reports. If an audio recording is made of contact or an interview with the individual, any refusal should be included, if possible.

The transporting deputy shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the application of the TASER.

309.6 TRAINING

In addition to the initial training approved by this office required to carry and use a TASER, any personnel who have not carried a TASER as a part of their assignment for a period

TASER™ Guidelines

of six months or more shall be recertified by a TASER instructor approved by this office prior to again carrying or using the device. A reassessment of a deputy's knowledge and/or practical skill may be required at any time if deemed appropriate by the Training Manager.



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

Teton County Clerk

150 Courthouse Drive #208
Driggs, Idaho 83422

December 4, 2014

TO: Commissioners
FROM: Clerk 
SUBJECT: 2015 Retail Alcoholic Beverage Licenses

I recently learned that IC 23-1015(4) requires "keeping of minutes of the proceedings" during which applications for beer licenses are considered:

(4) In all cases where the board of county commissioners is considering applications for licenses, transfers or renewals thereof, a transcribable verbatim record of the proceedings shall be made. If the application for a license, transfer or renewal is denied, a transcribable, verbatim record of the proceedings shall be kept for a period of not less than six (6) months after a final decision on the matter. Upon written request and within the time period provided for retention of the record, any person may have the record transcribed at his expense. The board of county commissioners shall also provide for the keeping of minutes of the proceedings. Minutes shall be retained indefinitely or as otherwise provided by law.

After consulting with Prosecutor Spitzer to determine the most efficient way to comply with this law, I recommend that the following motion be made to grant pre-approval for the renewal of all 2014 licenses if requested for 2015. Any new applications for beer/wine/liquor licenses will be presented as they occur in order that the Board's decision will be reflected in the minutes.

Suggested Motion: *I make a motion to approve 2015 Retail Alcoholic Beverage Licenses for the businesses listed in the attached Exhibit A, provided they submit the appropriate application and all required supporting documents.*

License #	Business Name	EXHIBIT A	Applicant
2014-43	AGAVE		AGAVES LLC
2014-8	BANGKOK KITCHEN		GEE INTER FOODS INC
2014-33	BARRELS & BINS		BARRELS & BINS LLC
2014-19	BASIN TRAVEL STOP		WAYNE D HARTSHORN
2014-20	BASIN TRAVEL STOP #2		WAYNE D HARTSHORN
2014-59	BIG HOLE BAGELS & BREAKFAST		THE BUNKHOUSE LLC
2014-39	BIG HOLE BBQ		BIG HOLE BBQ LLC
2014-38	BRAKEMAN AMERICAN GRILL		SPUD SISTER LLC
2014-14	BROULIM'S SUPER MARKETS		BROULIMS SUPER MARKETS LLC
2014-29	CHEVRON CMSI #201		CONVENIENCE MGT SERVICES INC
2014-58	CITY OF DRIGGS		CITY OF DRIGGS
2014-3	DAVE'S PUBB		WHITMORE'S LLC
2014-31	DINING IN CATERING		DINING IN CATERING INC
2014-45	DRIGGS SNOWBALL		CITY OF DRIGGS
2014-56	EVEREST MOMO SHACK II LLC		EVEREST MOMO SHACK II LLC
2014-2	EVERGREEN 66		A & C DAVIS INC
2014-25	FORAGE & LOUNGE		LITTLE AVE LLC
2014-30	FUEGO GRILL		FUEGO GRILL LLC
2014-18	GRAND TETON BREWING CO		GTBC LLC
2014-1	GRUMPY'S GOAT SHACK		ODH CORP
2014-42	HACIENDA CUAJIMALPA		MIRIAM MAYEN
2014-44	HUNTSMAN SPRINGS		HUNTSMAN SPRINGS INC
2014-36	KNOTTY PINE		BRIAM LLC
2014-23	KWIK WAY		H RAY HEILESON
2014-4	LIQUOR MARKET		BLACK HAWK ENTERPRISES LLC
2014-48	LOCAVORE'S NIGHT OUT		CITY OF DRIGGS
2014-26	MOVINO LLC		MOVINO LLC
2014-55	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-54	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-53	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-52	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-51	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-50	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-49	MUSIC ON MAIN		TETON VALLEY FOUNDATION
2014-22	NORTH END BAR & GRILL		NORTH END BAR & GRILL LLC
2014-34	O'ROURKE'S SPORTS BAR AND GRILL		O'ROUKE'S INC
2014-11	PENDL'S BAKERY & CAFE		PENDL'S BAKERY & CAFE INC
2014-16	PROVISIONS RESTAURANT LLC		PROVISIONS RESTAURANT LLC
2014-9	ROYAL WOLF LLC		PATRICK MARKERT
2014-35	SCRATCH		SCRATCH LLC
2014-47	SEOUL RESTAURANT		SEOUL RESTAURANT LLC
2014-57	SHAKESPAE IN THE PARK		CITY OF DRIGGS
2014-60	SOUPER BOWL		TETON ARTS COUNCIL
2014-40	SPOONS BISTRO LLC		SPOONS BISTRO LLC
2014-17	TETON RESERVE GOLF COURSE		TR GOLF LLC
2014-7	TETON SPRINGS HEADWATERS CLUB		TETON SPRINGS GOLF/CASTING LLC
2014-10	TETON SPRINGS LODGE & SPA		TETON SPRINGS LODGE LLC
2014-27	TETON SPIRITS		LESLI KLEBESADEL
2014-28	TETON THAI		TETON THAI INC
2014-41	THE STATION GRILL LLC		THE STATION GRILL
2014-46	THREE PEAKS DINNER TABLE		COOK LIKE A CHEF INC
2014-13	TONY'S PIZZA & PASTA INC		TONY'S PIZZA & PASTA INC
2014-6	TRAILSIDE GENERAL STORE		TETON TRADERS LLC
2014-37	VICTOR EMPORIUM		BRICKHOUSE 45 INC
2014-24	VICTOR VALLEY MARKET		OFF PISTA LLC
2014-21	WARBIRD CAFE		WARBIRD CAFE LLC
2014-5	WEST SIDE YARD		WEST SIDE YARD INC
2014-32	WILDLIFE BREWING LLC		WILDLIFE BREWING LLC
2014-15	WORLD CAST ANGLERS		WORLD CAST ANGLERS

Dawn Felchle

From: Shawn Hill <tetonshawn@gmail.com>
Sent: Friday, December 05, 2014 11:02 AM
To: Kathy Rinaldi; Sid Kunz; Kelly Park; Dawn Felchle
Subject: P&Z Resignation

I am in receipt of your letter requesting my immediate resignation from the Planning & Zoning Commission. After careful consideration and consultation with many folks in the Teton Valley community, I cannot, in good conscience, resign from the Commission until March 1st as I previously reported to the Board last month. That date marks the end of the code writing work with Code Studio. Over the last 4 years, I have volunteered over 220 hours working on the Comprehensive Plan and the related code work for Teton County. The drafting of the Land Use Code is well under way, and with so many questions regarding Code Studio's work deliverables under the \$1.5M HUD grant, I don't feel it's appropriate to quit so close to the finish line with so much already invested.

As for public perception, I would note that I am one of 9 Commissioners, and serve as a volunteer for the public interest. I have no conflict of interest under the law, and should any conflict arise over the next three months, I will of course recuse myself. However, over the last year, the Planning & Zoning Commission's work has focused almost entirely on code writing. As such, I do not anticipate any imminent conflicts will arise between now and March 1st. Moreover, I feel strongly that decisions based on perceived perceptions harm public discourse and are a disservice to the public good in general.

Thank you for the opportunity to serve my community.

-swh



Teton County

Emergency Management &

Mosquito Abatement

Department Report 11/9-12/8/2014

Greg Adams, Coordinator/Director



Teton Creek Grant Project Update

The project engineer has inspected the site and identified the last repairs for the project that should be completed in the next few weeks. The State will perform their final inspection of the project on December 19th and we should have everything finished by the end of December. The total amount spent on the project to date, (including all match) is \$1,402,158.04. 97% of the project tasks have been completed, along with most of our match obligations.

Projects Accomplished

The Mosquito Abatement District Board of Trustees has evaluated the two responses we received from our RFP. The Board has decided to pursue a contract with VDCI based on experience, local establishment, dedicated equipment, and all inclusive costs for the contract that will be less expensive than the other vendor. May we proceed to negotiate a contract with VDCI?

On November 12th we had an EOC staff meeting. We have all of the command and general staff positions filled with Jason Boal as our new Planning Section Chief, Jenifer Shaum as our Logistics Section Chief, Maureen Green as our Finance Section Chief, Valee Wells as our Operations Section Chief, Bonnie Beard (with Mitch Golden as available) as our Liaison Officer, and Dawn Felchle as our Public Information Officer, and myself as the EOC Manager. Now that we are back up to full strength we will continue to meet quarterly and train annually.

When the guard abandoned the armory they took the only way for the heat to be regulated at the building. In order to regain control over the heating system as well as to have a data connection at the armory John Liedorf and I were able to create a wireless connection between the LEC and the armory. We greatly appreciated the help of the fire district in utilizing their ladder truck in order to get on the two towers at the facilities. The connection is up and running perfectly, however we are still working on a few firewall issues with the guard before we can regain control over the heating system.

Future Projects

Our Full Scale Exercise on our active shooter scenario has been postponed to February 24th in order to allow additional drills to be able to take place. There will be an EOC component to the Full Scale Exercise that will allow our EOC staff to get in some practice with our local responders.

In accordance with County policy I have to ask permission from the BOCC for any moonlighting employment opportunities. I have the opportunity to assist with two side planning projects for Fremont and Custer counties. The projects will involve revising their All-Hazard Mitigation Plans. May I move forward with these side projects on my own time?

At our LEPC meeting on December 2nd the committee chose a Severe Winter Storm scenario for the County wide exercise for the fall of 2015.

Future Appointments

- 2/6 Victor Holiday Festival
- 2/19 State final inspection of the Teton Creek project
- 1/6 Teton County Radio/LEPC meeting 2:30-5



WK: 208-354-3442
CELL: 208-534-8710

**Teton County
Solid Waste & Recycling**

1088 Cemetery Rd
Driggs, ID 83422

December 4, 2014

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

The following items are for your review and discussion at the December 08, 2014 meeting.

Transfer Station Update

1. Inspection by Eastern Idaho Public Health District

On November 18, 2014 Nathan Taylor visited Teton County Solid Waste & Recycling and completed an inspection of the facility. There were no concerns on his behalf, and the inspection went well. (See attached Inspection Reports)

2. TCSW&R Schedule for Christmas Eve, Christmas and New Years

Teton County Solid Waste & Recycling will close at noon on Christmas Eve. The Transfer Station will be closed on Christmas Day and New Years Day. The transfer station will be open all day on New Year's Eve, (December 31).

3. Wood Chipping Services Results (Action Item #1)

Teton County received only one bid proposal from Bob's Tree Services out of West Bountiful, Utah for the Wood Chipping Services of the dimensional and brush piles. After contacting the usual bidders from previous years, the majority responded that they are too busy to consider taking on more work. Kimball Equipment out of Salt Lake City, Utah provided a rental cost for a grinder for Teton County to chip its own piles. The quote did not include the additional rental fee of an excavator with a claw/thumb to feed the material or the mobilization costs of the grinder. The total cost for Teton County to rent the equipment and chip the piles is not a financially viable option. At this point I recommend the contract be awarded to Bob's Tree Service. (See attached proposals)

4. Measurement of Wood Chip Piles for Payment to Contractor (Action Item #2)

In 2013 Teton County hired Jorgensen & Assoc. to measure the chip piles to determine total quantity processed. This survey saved Teton County \$3,000 after the \$1,200 payment. Jorgensen no longer has a certified surveyor to conduct this task and is therefore not an option for the County. I recommend Teton County hire Pierson Land Works, LLC to complete this task. (See attached)

ACTION ITEMS:

1. I move to award the bid and contract for Wood Chipping Services to Bob's Tree Service not to exceed \$13,650.

Vendor	Lumber Price/CY	Quantity (CY)	Lumber Cost	Woody Brush price/Cy	Quantity (CY)	Woody Brush Cost	Mobilization	TOTAL Cost
BTS	\$2.25	2000	\$4,500.00	\$4.50	700	\$3,150.00	\$6,000.00	\$13,650.00
Terra Firma	\$0.00	2800	\$0.00	\$0.00	400	\$0.00	\$0.00	\$0.00
Wilcox Logging	\$0.00	2800	\$0.00	\$0.00	400	\$0.00	\$0.00	\$0.00
Marks Lumbers	\$0.00	2800	\$0.00	\$0.00	400	\$0.00	\$0.00	\$0.00

* The contractors without pricing were too busy this year to take on new projects – SV

2. I move to approve the hiring of Pierson Land Works LLC for the service of measuring the chip piles not to exceed \$1,000.

Landfill Update:

1. Installation of Monitoring Well #8

Last winter Teton County installed one of the two wells that were proposed in September of 2013. The second well was due to be installed this last fall after construction was completed on the cap. The construction on the cap is scheduled to be farther out than originally anticipated. Does the Board want to move forward with the installation of this well?

2. Teton County Landfill Monitoring Well Re-Sampling Results

Attached are the results from the 11/18/2014 re-sampling of monitoring well #1 showing No Detection when tested for Benzene. Monitoring well #4 is scheduled to be sampled around mid to late June of 2015. Rocky Mountain Environmental used ALS Laboratory Group located in Salt Lake City, Utah. John Rice from Rocky Mountain Environmental stated that Pace Analytical is growing at a very fast rate and is facing some growing pains. As a result Rocky Mountain Environmental is starting to see more errors made by Pace Analytical Lab and want to shift all their clients over to ALS Laboratory Group. The cost of testing may increase some if Teton County decides to have Rocky Mountain Environmental use ALS, but John does not think it will be a significant increase.

DEQ could require Teton County into Assessment Monitoring if false positive detections continue to be reported. This Assessment Monitoring is an elevated level of testing that would significantly increase the financial cost for Teton County.

DIRECTIVE: I recommend Teton County authorize Rocky Mountain Environmental to begin using ALS for their groundwater sample analysis services to ensure the most accurate results. (See attached Results)

3. Statistical Analysis of Water-Quality Monitoring Data

Teton County Landfill Ground Water Monitoring Plan states: “that statistical analysis of water quality monitoring data procedures would commence once four sampling events were completed on a quarterly sampling schedule over a period of a year for each groundwater monitoring well. This type of monitoring is required by the U.S. Environmental Protection Agency Ground Water Monitoring Requirements for Municipal Landfills, under 40CFR258.54 (2) (B).”

At this time Teton County landfill has three wells that meet the criteria, and therefore require the statistical analysis. Rocky Mountain Environmental has submitted a proposal for the services of statistical analysis of the water-quality data. Due to Rocky Mountain Environmental’s history, knowledge and records of the Teton County Landfill, I recommend that the existing contract between Teton County and Rocky Mountain Environmental be amended to include services of statistical analysis of water quality monitoring data. (See attached Contract/Proposal)

ACTION ITEM:

BOARD MOTION: I move to amend the existing contract between Teton County and Rocky Mountain Environmental to include the services for statistical analysis of the water quality data as proposed by Rocky Mountain Environmental.



ENVIRONMENTAL HEALTH
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE (208) 523-5382
FAX (208) 528-0857

December 1, 2014

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

Re: November 18, 2014 Inspections of Teton County Non Municipal Solid Waste Site and Transfer Station

Dear Commissioners:

Inspections of the Teton County Transfer Station as well as the NMSW Landfill were conducted on November 18, 2014. No violations of IDAPA 58.01.06 or your operation plans were noted during the inspections.

If you have questions or concerns about the operation plans for these two facilities, please call me at 523-5382

Sincerely,

Nathan Taylor, REHS
Environmental Health Supervisor

Cc: Kellye Eager, Environmental Health Director
Christy Swenson, DEQ Remediation Scientist

PURPOSE Routine **Non-Municipal Solid Waste Tier II Inspection Report**

Facility # SW-4104	County Code Teton	Inspection Date Nov 18, 2014	Travel time 100	Inspection Time 60
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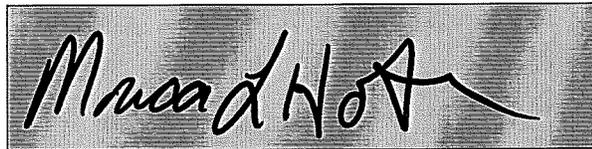
Facility Name TETON COUNTY TRANSFER STATION **Operator** Saul Varela

Address 1088 Cemetery Road, Driggs ID 83422 **Follow-up Needed? No Date**

Item	IDAPA SECTION	Violation	Correction Date	Violation Text
	58.01.06.012.03			
	Prohibited activities			
1	Health care wastes			
2	Speculative accumulation			
3	Radioactive wastes			
4	Signs			
5	Waste types			
	Waste monitoring & measurement			
6	Daily written log kept			
7	Plan for monitoring & handling receipt of unauthorized waste			
8	Characterization of wastes received			
9	Other measures included in operation plan			
10	Communications			
11	Fire prevention			
12	Access			
13	Scavaging & salvaging			
	Nuisance control			
14	Shall not provide sustenance to rodents or insects			
15	Prevent or control vectors			
16	Operated to control malodorous gases			
17	Litter control			
18	Bird hazards to aircraft			
	Open burning and fires			
19	No open burning conducted during an air pollution episode			
20	Infrequent burning of only approved waste types			
21	Open burning conducted pursuant to conditions set by DEQ or local fire authority			
22	Storm water run-on/off controls			
23	Operating plan			
24	Siting requirements			
25	Landfill operating req's			
26	Non-MSWLF facility specific operating requirements			

Comments:


Inspected by Nathan Taylor



Received by Monica Hoth

PURPOSE Non-Municipal Solid Waste Tier II Inspection Report

Routine				
Facility # SW-4103	County Code Teton	Inspection Date Nov 18, 2014	Travel time 90	Inspection Time 20
Facility Name TETON COUNTY NMSW LANDFILL			Operator Saul Varela	
Address 1088 Cemetery Road, Driggs ID 83422			Follow-up Needed? No	
Date				

Item	IDAPA SECTION	Violation	Correction Date	Violation Text
	58.01.06.012.03			
	Prohibited activities			
1	Health care wastes			
2	Speculative accumulation			
3	Radioactive wastes			
4	Signs			
5	Waste types			
	Waste monitoring & measurement			
6	Daily written log kept			
7	Plan for monitoring & handling receipt of unauthorized waste			
8	Characterization of wastes received			
9	Other measures included in operation plan			
10	Communications			
11	Fire prevention			
12	Access			
13	Scavaging & salvaging			
	Nuisance control			
14	Shall not provide sustenance to rodents or insects			
15	Prevent or control vectors			
16	Operated to control malodorous gases			
17	Litter control			
18	Bird hazards to aircraft			
	Open burning and fires			
19	No open burning conducted during an air pollution episode			
20	Infrequent burning of only approved waste types			
21	Open burning conducted pursuant to conditions set by DEQ or local fire authority			
22	Storm water run-on/off controls			
23	Operating plan			
24	Siting requirements			
25	Landfill operating req's			
26	Non-MSWLF facility specific operating requirements			

Comments:


Inspected by Nathan Taylor



Received by Monica Hoth



Bidder Response Form

Bidder's Corporation/Partnership Name: Bob's Tree Service Inc

Bidder's Business Address: 724 W 500 So, West Bonanza, UT 84087

Bidder's Phone Number: 801 295 8907 Bidder's Fax: 801 298 2324

Bidder's Email: bts@xmission.com

By (Signature): David M Barton

Name (typed or printed): David M Barton

SUBMITTED ON: _____

Wood Chipping at Transfer Station

Item No.	Description	Estimated Units	Unit	Cost per Unit	Estimated Cost
1	Dimensional Lumber Pile Chipping	2000	Cubic Yards	2.25	4,500 ⁰⁰
2	Woody Brush Pile Chipping	700	Cubic Yards	4.50	3,150 ⁰⁰
3	Mobilization	1	Ea	6,000 ⁰⁰	6,000 ⁰⁰

Bid prices listed shall include all applicable taxes and fees.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the final contract documents.

Estimated Start Date: 1/5/15

Estimated Completion Date: 1/19/15

Attach additional material as required to meet submittal requirements.



Bob's Tree Service, Inc
724 West 500 South, Suite 200
West Bountiful, UT 84087
Phone: (801) 295-8907 or (801) 544-0201
Fax: (801) 298-2324

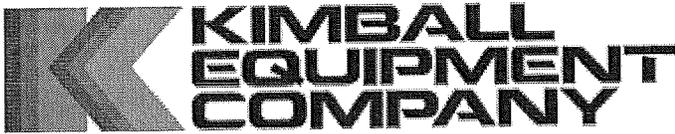
09/16/13

Bob's Tree Service has been in business for over 50 years. We have had a tubgrinder for over 15 years. We grind for Bountiful City, Weber County, Ogden City, Salt Lake County, Brigham City, and many more.

The grinder we would use on this job would be a Vermeer TG 800 and load it with a 40,000 lb. class track hoe, either John Deere or Cat with thumb. The Tubgrinder weighs 97,000 lbs. and will grind logs and stumps up to 10' in diameter. It is also equipped and is remotely controlled.

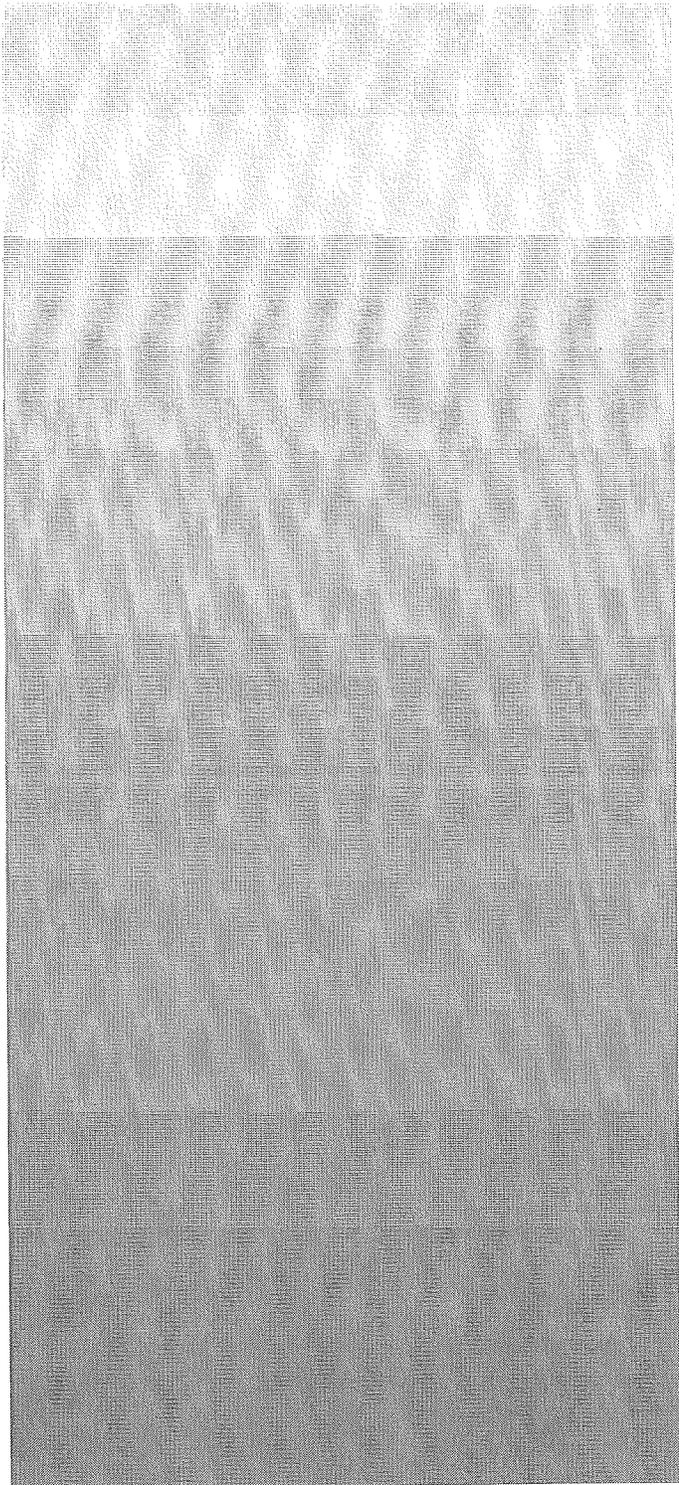
If you have any questions please call me.
The office number is (801) 295-8907 or my cell number is (801) 726-0037. Thank you.

Dave Barton
Bob's Tree Service, Inc.
President



800-777-7559

www.kimballequipment.com



Proposal For:
TETON COUNTY - ID SOLID
WASTE & RECYCLING

Attention:
SAUL VARELA

Summary:
2011 DOPPSTADT AK630
HIGH-SPEED GRINDER

*741 - IF County
were to rent chipper
and provide labor -*

Quoted By:
Kimball Equipment Company
Salt Lake City, UT 84104
Contact: Jim Bywater
Office: 8019722121
Mobile Phone: 8016417246
E-mail: jbywater@kimballequipment.com

Proposal Number: 2416



Date: 12/03/2014

DOPPSTADT AK630 HIGH SPEED GRINDER

Serial Number: W09590304B2D38099

Year: 2011

Equipment Hours: 378

Equipment Description:

2011 DOPPSTADT AK630 HIGH-SPEED GRINDER

STANDARD FEATURES:

- Tri-axle trailer chassis.
- Daimler Chrysler diesel motor OM 502 LA, 610 HP.
- Tires 385/65 R 22.5.
- Fuel consumption is approximately 20 GPH.
- Hydrodynamic fluid coupling power transfer (no friction clutch).
- Automatic reversible fan (fan swings out 90 degrees for engine access).
- Engine access from 4 sides.
- Side impact protection.
- Fuel tank - 2 x 119 gallons.
- Feeding roller - length: 5' 5", diameter: 20".
- 1050 RPM upswing flail hammermill with 36 carbide tipped-hammers and cast steel holders.
- Various changeable hammer styles available for different applications.
- Hydraulic self-propelled drive.
- Hydraulically foldable rear conveyor - length: 23', width: 60", with antimagnetic central part of rear conveyor with permanent overband magnet, width 32".
- Fine shredding basket with choice of opening.
- Pressure release on screen cage for uncrushable relief.
- Damping facility for external water supply.
- Acoustic start signal.
- Complete radio remote control including sender, receiver, loading cable 230 V, 2 batteries, holding for sender.
- Standard functions include: self propelled drive stop / reverse / forward (20"), self propelled drive off, engine stop, engine speed +/-, feeding floor stop / reverse / forward, rear conveyor & lower belt: on / off, rear basket opening, support leg retract / extend.
- Paint: 2-component paint RAL 2011, deep orange.

SECIFICATIONS:

- Weight: 66,140 Lbs.
- Length: 40' 9"
- Width: 8' 2"
- Height: 12' 11"
- Towable 5th wheel.

Rental Start Date	Rental End Date	Rental length	RPO	Rental Rate
TBD	TBD	TBD	N/A	\$24,000 / MO

Options:

Services Provided:

Set up and training.

Comments:

Pricing is FOB Phoenix, AZ. Plus applicable taxes.

Quote good for 30 days.



Conditions and Acceptance:

This proposal includes a price and scope of supply based on information furnished to Kimball at the time of bid. Standard equipment, controls, or process designs are assumed and included. Any additional information or requirements issued after the date of this proposal may result in a change in price and/or delivery schedule.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing.

Equipment Payment Terms: Terms for equipment are net with shipment.

Freight: Prices quoted are FOB shipping point unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Terms and Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement. Otherwise, the proposal terms and conditions contained herein shall apply.

Kimball Equipment Company hereby proposes to sell the above equipment and/or goods for the price and terms stated. This proposal is subject to acceptance by an officer of Kimball Equipment Company before it will be considered a binding contract. Kimball Equipment Company shall not be liable for delays or failure to furnish the material where such delays or failure results from any causes beyond its control, ie: strikes, delays, or transportation, unavoidable accidents, government regulations, etc.

Proposal submitted by:

Jim Bywater

The above proposal is hereby Accepted for and in behalf of:
TETON COUNTY - ID SOLID WASTE & RECYCLING

Accepted for and in behalf of:
Kimball Equipment Company

Title: _____
Date: _____

Title: _____
Date: _____

From: Chet Kasper [mailto:ckasper@piersonlandworks.com]
Sent: Thursday, December 04, 2014 11:17 AM
To: Darryl Johnson
Subject: RE: Stockpile survey

wood chip stockpile survey quote

Is it safe to assume that the piles are close to each other? \$800-1000. This includes the BM and SPC. We just need to fly it before snow covers the new piles.

Chet Kasper

Survey Department Manager

pierson land works LLC

c.e. bell building
151 north ridge ave
suite 117
idaho falls, id 83402
tel 208.529.5429

post office box 1143
180 s willow street
jackson, wy 83001
tel 307.733.5429
fax 307.733.9669





Quality Control Sample Batch Report

Documentation
Item # 2 p. 2

Analysis Information

Workorder: 1431146

Limits: Historical/Performance
Basis: ALS Laboratory Group

Preparation: NA
Batch: NA
Prepared By: NA

Analysis: SW 8260
Batch: EVO/5383 (HBN: 138906)
Analyzed By: Christopher Q. Coleman

Blank

MB: 422122 Analyzed: 11/17/2014 18:21 Units: ug/L			
Analyte	Result	MDL	RL
Benzene	ND	0.3	1.00

MB: 422326 Analyzed: 11/18/2014 18:48 Units: ug/L			
Analyte	Result	MDL	RL
Benzene	ND	0.3	1.00

Laboratory Control Sample - Laboratory Control Sample Duplicate

LCS: 422123 Analyzed: 11/17/2014 16:44 Dilution: 1 Units: ug/L					
Analyte	Result	Target	% Rec	QC Limits	
Benzene	47.3	50.0	94.5	85.8	116.9

Matrix Spike - Matrix Spike Duplicate

Sample: 1431148007 Analyzed: 11/18/2014 01:12 Dilution: 1 Units: ug/L			MS: 422125 Analyzed: 11/18/2014 02:01 Dilution: 1 Units: ug/L			MSD: 422126 Analyzed: 11/18/2014 02:25 Dilution: 1 Units: ug/L			
Analyte	Result	Result	Target	% Rec	QC Limits	Result	% Rec	RPD	QC Limits
Benzene	ND	50.7	50	101	85.8 116.9	46.1	92.2	9.51	0.0 20.0

Surrogate Recoveries

Surrogate	1,2-Dichloroethane-d4			Toluene-d8			4-Bromofluorobenzene		
QC Limits	72.2	123.4		77.5	116.4		78.5	121.6	
Units	ug/L			ug/L			ug/L		
Lab ID	Result	Target	% Recovery	Result	Target	% Recovery	Result	Target	% Recovery
422123-LCS	50.9	50.0	102	53.7	50.0	107	49.9	50.0	99.8
422122-MB	50.4	50.0	101	53.4	50.0	107	49.7	50.0	99.4
1431746002-TRIPB	49.8	50.0	99.6	53.3	50.0	107	51.9	50.0	104
1431746001	50.1	50.0	100	52.9	50.0	106	50.0	50.0	100
1431053001	51.4	50.0	103	53.7	50.0	107	50.9	50.0	102
1431053004	51.5	50.0	103	53.2	50.0	106	47.7	50.0	95.4
1431053007-TRIPB	50.1	50.0	100	53.1	50.0	106	50.0	50.0	99.9
1431053008-FLDB	49.8	50.0	99.5	54.0	50.0	108	49.8	50.0	99.5
1431053009-EQBK	50.5	50.0	101	52.4	50.0	105	50.1	50.0	100
1431146001	50.7	50.0	101	53.6	50.0	107	49.0	50.0	98.1



Quality Control Sample Batch Report

Analysis Information

Workorder: 1431146 Limits: Historical/Performance Basis: ALS Laboratory Group	Preparation: NA Batch: NA Prepared By: NA	Analysis: SW 8260 Batch: EVO/5383 (HBN: 138906) Analyzed By: Christopher Q. Coleman
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Surrogate Recoveries

Surrogate	1,2-Dichloroethane-d4			Toluene-d8			4-Bromofluorobenzene		
QC Limits	72.2	123.4		77.5	116.4		78.5	121.6	
Units	ug/L			ug/L			ug/L		
Lab ID	Result	Target	% Recovery	Result	Target	% Recovery	Result	Target	% Recovery
1431146003	50.1	50.0	100	53.9	50.0	108	49.2	50.0	98.5
1431146004-TRIPB	49.7	50.0	99.5	52.7	50.0	105	49.6	50.0	99.2
1431148005	50.9	50.0	102	53.3	50.0	107	51.2	50.0	102
1431148006	50.9	50.0	102	53.9	50.0	108	49.8	50.0	99.6
1431148007	50.5	50.0	101	53.3	50.0	107	50.2	50.0	100
422125-MS	50.1	50.0	100	52.4	50.0	105	48.8	50.0	97.6
422126-MSD	49.1	50.0	98.2	53.2	50.0	106	51.2	50.0	102
422326-MB	50.8	50.0	102	53.1	50.0	106	49.8	50.0	99.6
1431148003	50.4	50.0	101	52.7	50.0	105	51.7	50.0	103

Comments

8260 Water Comments: Not all compounds passed percent recovery limits in the LCS but this is not a method requirement. Per ALS SOP OV-SW-8260C section 14.3.1 "Since the CVS is utilized as the LCS, if the CVS passes method criteria then the LCS is deemed also to have passed." It is unclear why the small number of LCS/MS/MSD failures occurred.

QC Data Approved and Reviewed by

Christopher Q. Coleman <hr/> Analyst	Thomas J. Masoian <hr/> Peer Review	11/19/2014 <hr/> Date
---	--	--------------------------

Symbols and Definitions

- * - Analyte above reporting limit or outside of control limits
- ▲ - Sample result is greater than 4 times the spike added
- ⊗ - Sample and Matrix Duplicate less than 5 times the reporting limit

RPD - Relative % Difference (Spike / Spike Duplicate)
 ND - Not Detected (U - Qualifier also flags analyte as not detected)
 NA - Not Applicable
 QC results are not adjusted for moisture correction, where applicable



Rocky Mountain
ENVIRONMENTALSM
ASSOCIATES, INC.

Documentation
Item #3 p. 3

March 21, 2014

RMEA Project No. 12-0094

Jay Mazalewski
Teton County Engineer
150 Courthouse Drive
Driggs, Idaho 83422

Re: Statistical Analysis of Water-Quality Monitoring Data

Dear Mr. Mazalewski:

This letter is a proposal for statistical analysis of the water-quality data from the monitoring wells at the closed Teton County, Idaho Municipal Landfill. Rocky Mountain Environmental Associates, Inc. (RMEA) has collected six quarterly samples and is about to collect a seventh set of samples. The July 2008 monitoring plan specifies quarterly sampling "for at least one year in order to collect a complete data set." It calls for statistical analysis to commence after four sampling events, and for sampling to change to twice a year at that point. It has been our experience that the statistical equations can be calculated with as few as four data, but that confidence intervals are so large that meaningful conclusions cannot be derived. Eight data points are generally considered a better minimum, and the monitoring plan acknowledges that "most data sets are not statistically valid until at least nine sampling events have been completed."

Based on these factors, we propose that the March, 2014 and June, 2014 events be completed as scheduled. MW-1, MW-5 and MW-6 will then have eight data points to be considered as background data, and can be moved to a semi-annual sampling schedule pending DEQ approval. MW-2, MW-3 and MW-4 are shallow wells which have only had water for sampling during the June events. As a practical matter, moving these wells also to a semi-annual sampling schedule will be no different than maintaining a quarterly sampling schedule, even though there are not yet eight data points for each of these wells. Therefore, we propose that following the June, 2014 sampling event, wells MW-1 through MW-6 be moved to a semi-annual sampling schedule for sampling in June and November/December. Examination of well hydrographs suggest that the June event should be performed later in the month, to maximize the likelihood of obtaining samples from shallow wells. Weather and snow-removal considerations suggest that the November/December event should generally be attempted earlier rather than later.

We propose that MW-7 be sampled in March, June, September, and November/December 2014, and then be placed on the semi-annual sampling schedule with the other wells.

The monitoring plan specifies that statistical analysis be performed following every semi-annual event. Following the June, 2014 event, we propose formal statistical analysis of the data to identify a background data set against which future sampling data can be tested. We anticipate that background data will prove adequate for MW-1, MW-5 and MW-6. Annually following the June sampling event, we propose a re-evaluation of background data for wells MW-2, MW-3, MW-4 and MW-7, until background data prove adequate for those wells. In June, 2017 and every three years thereafter, we propose re-evaluation and updating of the background data set for all wells.

As we discussed, the statistical equations and methodologies specified by U.S. EPA are complex enough that use of a statistical software package is cost effective due to the savings in personnel time. The State of Idaho is about to release new statistical guidelines. We recommend that a decision be postponed until those guidelines are released, but we tentatively propose use of the Sanitas statistical software package. This proposal is based upon our experience of excellent user support, and upon the fact that Idaho DEQ personnel have a copy of the software and some familiarity with it.

The estimated cost for this work has two components; the Sanitas license, and RMEA personnel costs. The personnel cost estimates are based on past experience with other landfill clients. For those clients, the statistical analysis and report writing have ranged from 16 to 28.5 hours per report, plus review time. The median time has been about 23 hours. Table 1 provides a schedule of estimated costs, based on this history:

Table 1. Cost Estimates

Item	Cost	Comment
Sanitas set up fee	\$1,250	As of fall 2013
Sanitas annual renewal	\$340	As of fall 2013
Evaluation of data series and construction of background data sets, June 2014 (with written report)	\$3,835	30 hours @ \$85/hour, plus 3 hours review @ \$95/hour
Typical December statistical analysis (with written report)	\$1,550	16 hours @ \$85/hour, plus 2 hours review @ \$95/hour
Typical June statistical analysis starting 2015 (with written report)	\$1,890	20 hours @ \$85/hour, plus 2 hours review @ \$95/hour. Includes evaluation of MW-3, MW-3, MW-4 and MW-7 data to see if background data are adequate.

Item	Cost	Comment
Every third year June analysis w/ revision of background data (with written report)	\$3,835	30 hours @ \$85/hour, plus 3 hours review @ \$95/hour

We propose to perform this work on a time and materials basis, at the rates described in Table 1, and subject to the same terms and conditions as our other work for the Teton County landfill. We look forward to helping you with this work.

Thank you,



Bryce A. Contor
Senior Hydrologist

Approved this ____ day of December, 2014

Kelly C. Park, Chair
Teton County Commissioners

cc: John Rice

WORK ORDER

PROJECT NUMBER: 12-0094

C:\John_2012\Landfills\Teton County\Contract Landfill
Monitoring Sept 2012.wpd



**Rocky Mountain
ENVIRONMENTAL**
ASSOCIATES, INC.

482 Constitution Way
Idaho Falls, ID 83402
208-524-2353; 208-524-1795 FAX

To:
Mr. Jay Mazalewski, Teton Co. Engineer
Teton County
150 Courthouse Drive
Driggs, Idaho

Reference:
Work Order for groundwater
monitoring, Teton County Landfill

RMEA Contact	Client P.O. No.	Work Order Date	TERMS	
John Rice		September 10, 2012	BALANCE DUE UPON RECEIPT. ACCOUNTS 30 DAYS PAST DUE ACCRUE INTEREST AT 1.5% PER MONTH	
QTY.	DESCRIPTION		UNITS	TOTAL
1	Quarterly Groundwater Monitoring services: Sample 6 existing wells using client-supplied pump controller and dedicated pumps installed in wells; measure water quality parameters; process samples and contract with laboratory for analyses; prepare report and submit to client and the IDEQ Lump Sum Per Event		\$3,315.00	\$3,315.00
Total Lump Sum Cost Per Monitoring Event				\$3,315.00

ATTACHMENT TO WORK ORDER 12-0094

This project will be performed by Rocky Mountain EnvironmentalSM (RMEA). The summary below identifies important terms under which the Project will be performed:

<i>CLIENT:</i>	Teton County, Idaho; Jay Mazalewski, County Engineer
<i>USER[s] of this Project:</i>	Teton County Idaho Department of Environmental Quality
<i>Subject Property:</i>	Teton County Landfill
<i>Type of property or description of property [provided by CLIENT]</i>	Closed landfill east of Driggs, Idaho
<i>Estimated Date for Completion of Project</i>	On-going project, minimum 1 year with option for County to extend contract annually for up to 3 years
<i>Termination Date:</i>	December 31, 2012

If CLIENT does not approve the work order on or before the Termination Date above, this proposal is voidable by Rocky Mountain EnvironmentalSM.

SCOPE OF SERVICES

CLIENT wishes to retain Rocky Mountain EnvironmentalSM to conduct a minimum of four quarterly groundwater sampling and analysis events at the Teton County Landfill site. Each event will include sampling of the six existing monitoring wells. The scope of work includes the following tasks:

1. Properly decontaminate sampling and measurement equipment prior to sampling and between each well to prevent cross-contamination.
2. Measure depth to groundwater at each well using an electronic water-level tape with 0.01 ft increments.
3. Purge each well using low-flow purging and sampling techniques. Measure field parameters including pH, conductivity, temperature, and dissolved oxygen using a flow-through cell; also measure turbidity.
4. Collect groundwater samples following stabilization of field parameters. Place samples in the proper sample containers with appropriate preservatives. Label

¹ Rocky Mountain Environmental is a registered service mark of Rocky Mountain Environmental Associates, Inc.

- each sample container with the well number/sample number, date and time of collection, and sampler initials.
5. Immediately place sample containers in a cooler maintained at 4°C. Overnight ship the cooler the day of, or the day following, the completion of sampling, under chain-of-custody, to selected laboratory.
 6. Analyze the unfiltered samples at a certified laboratory for 40 CFR 258, Appendix I constituents, which include volatile organic compounds and selected inorganic constituents.
 7. Review laboratory and field data, and prepare a brief report on each sampling event, with groundwater flow map and laboratory results as attachments, and submit to the client and the IDEQ.

ASSUMPTIONS

This work order includes several key assumptions:

1. Teton County will ensure that each well location is accessible by a four-wheel drive vehicle.
2. Well development and purge waters can be directly discharged to the ground as long as previous groundwater analyses have revealed no significant contamination. If groundwater contamination is detected and IDEQ will no longer permit purge water discharge, purge water analysis and disposal may be required. No costs are included in this estimate for purge water sampling, analysis, or disposal.
3. The pump controller and installed pumps will be provided and maintained by the client. RMEA will provide the air supply using an appropriate oil-free air compressor.

COMPENSATION

Estimated costs for the services provided under this agreement are summarized above and are due and payable to Rocky Mountain EnvironmentalSM upon delivery of monthly invoices to CLIENT. Costs incurred by Rocky Mountain EnvironmentalSM not specified above will be billed to and payable by CLIENT at cost plus 15%.

SCHEDULE

Rocky Mountain EnvironmentalSM anticipates that this project can be started upon receipt of for authorization. The completion of the work authorized herein may be dependent upon factors beyond Rocky Mountain EnvironmentalSM's control, such as weather, subcontractor availability, laboratory backlog, and regulatory concurrence. Therefore, it is anticipated, but not guaranteed, that the work authorized herein will be completed on or before the *Estimated Date for Completion of Project* listed above.

Rocky Mountain EnvironmentalSM will perform the services described herein, in accordance with assumptions, limitations and terms of the following:

1. Scope of Services [above],
2. Estimated Compensation [above],
3. Schedule [above], and
4. Rocky Mountain EnvironmentalSM Standard Terms and Conditions for Environmental Projects and Assessments attached and incorporated by reference

CLIENT authorizes Rocky Mountain EnvironmentalSM to proceed by approval below:

Offered by:

Accepted by CLIENT:



John B. Rice Jr., President
Rocky Mountain Environmental
Associates, Inc.

Mr. Jay Mazalewski
Teton County Engineer

Date: September 10, 2012

Date:

9/10/2014

ROCKY MOUNTAIN ENVIRONMENTALSM STANDARD TERMS AND CONDITIONS FOR ENVIRONMENTAL PROJECTS AND ASSESSMENTS

CLIENT and Rocky Mountain EnvironmentalSM agree to be bound by the following *Terms and Conditions*. Rocky Mountain Environmental Associates, Inc., is referred to herein as *Consultant*.

1. *Client's Responsibility to Notify Consultant.* The Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed Consultant. Failure to notify Consultant shall result in the Client assuming full liability for any and all cost, expenses, and damages in any way resulting thereon.
2. *Discovery of Unanticipated Hazardous Materials.* The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation. Consultant will notify Client as soon as practically possible about such changed conditions.
3. *State of the Art.* The Client accepts that field techniques are evolving and the standards and regulations are subject to rapid change such that selected acceptable, effective design approaches may become obsolete by the time of execution. The Client agrees to pay Consultant's additional reasonable fees and expenses caused by new regulations or technologies and waives any claim against Consultant for such additional expenses.
4. *Aquifer Contamination.* The Client waives any claim against Consultant, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by drilling, sampling, or corrective action, unless due to Consultant's negligence and to compensate Consultant for accompanying time and expenses.
5. *Failure to Encounter Hazardous Materials.* Failure to discover hazardous materials does not guarantee that hazardous materials do not exist at the site. Furthermore, a non-contaminated site may later become contaminated. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and save Consultant harmless from any claims or liability for injury or loss arising from Consultant's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose, unless the failure to disclose hazardous materials was due to Consultant's negligence. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claims.
6. *Monitoring of Construction.* Consultant's investigation may result in recommendations for remedial construction, including monitoring of such construction. However, construction monitoring is not insurance, nor does it constitute a warranty or guarantee of any type. Contractors, et. al., retained by Client shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should Client for any reason not retain Consultant to monitor construction, client waives any claim against Consultant, and agrees to indemnify, defend and save Consultant harmless from any claim or liability for injury or loss arising from problems during construction and will compensate Consultant for any time spent and expenses incurred connected with this.

7. *Public Responsibility.* If Client for any reason decides to disregard Consultant's recommendations pertaining to public health and safety, Client waives any claim against Consultant and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss allegedly arising from conditions existing at the project site and will compensate Consultant for any time spent or expenses incurred connected with this.
10. *Contract Renegotiation and Termination.* Consultant shall advise the Client as soon as practically possible about any changed conditions. If a renegotiated contract cannot be agreed to, however, Client agrees that Consultant has an absolute right to terminate the contract and the Client will remunerate Consultant for services rendered and costs incurred up to the time of termination, as well as those associated with termination.
11. *Site Work.* Consultant will take all reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. Any damage caused by Consultant's negligence will be restored at Consultant's expense. However, unavoidable damage caused in the execution of the work such as tire ruttings, cutting and splicing of fences, disruption of landscaping, drilling through pavements, etc. will not be restored unless otherwise stated in the contract.
12. *Utilities.* In the execution of any subsurface exploration or corrective action Consultant will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold Consultant harmless for any damages to subterranean structures which are not called to Consultant's attention or correctly shown on the plans furnished.
13. *Sampling or Test Location.* Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified. Consultant reserves the right to terminate this contract if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to us prior to submitting this proposal. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work will be charged for at the appropriate rates in the fee schedule.
14. *Standard of Care.* Client recognizes that subsurface conditions including subsurface contamination, may vary from those encountered at the locations where the borings, monitoring wells, ACM or lead tests, surveys, or explorations are made by Consultant and that the data interpretations and recommendations of Consultant's personnel are based solely on the information available to them. Consultant will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

15. *Laboratory Methods.* Consultant will perform Tests in accordance with current standard characterization techniques (i.e., standard methods, ASTM, EPA methods) established by Consultant and described in the current Consultant Analytical Laboratory's SOP and QA/QC Manual.
16. *Samples.* Unless otherwise directed by CLIENT prior to sample collection, Consultant will dispose of all samples collected or obtained upon completion of testing or laboratory analysis.
17. *Confidentiality* Rocky Mountain EnvironmentalSM will hold confidential all business or technical information generated specifically for, and directly related to, this project. We will only disclose such site-specific information to the extent required for:
 - Performance of services under this agreement;
 - Compliance with professional standards of conduct for preservation of public health, safety, and welfare;
 - Compliance with court order or government directive;
 - Protection of Rocky Mountain EnvironmentalSM against claims or liability arising from the performance of our services under this contract.

In some situations, contamination is evidenced, or violations of state, federal or local regulations may be discovered. CLIENT may be obligated by state or federal statute, regulation, or law to report contamination, releases, or violations to government agencies. CLIENT and USERS, if different, should obtain legal counsel. Rocky Mountain EnvironmentalSM cannot provide legal opinions and will not assume responsibility for reporting to regulatory agencies.

18. *Limitations.* The report, opinions, plans, specifications, conclusions resulting from Rocky Mountain EnvironmentalSM's performance of this project are intended for the exclusive use of CLIENT and USERS above. Rocky Mountain EnvironmentalSM's report, opinions, or conclusions may not be relied upon by or disclosed to any parties without written consent of Rocky Mountain EnvironmentalSM. Rocky Mountain EnvironmentalSM does not intend to create, imply, or allow third-party beneficiaries to its report, opinions, or conclusions. Finally, CLIENT and any and all USERS who are authorized to rely on Rocky Mountain EnvironmentalSM reports, conclusions, and

opinions agree to be accept and be bounded by these Standard Terms and Conditions for Environmental Projects and Assessments.

All documents including drawings and specifications prepared or furnished by Rocky Mountain EnvironmentalSM (and any of Rocky Mountain EnvironmentalSM's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the PROJECT, and Rocky Mountain EnvironmentalSM shall retain an ownership and property interest therein whether or not the PROJECT is completed. Upon payment to Rocky Mountain EnvironmentalSM of a respective phase, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT or respective portion thereof, by CLIENT and others. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at CLIENT's sole risk and without

liability or legal exposure to Rocky Mountain EnvironmentalSM, or to Rocky Mountain EnvironmentalSM's independent professional associates or consultants. CLIENT shall indemnify and hold harmless Rocky Mountain EnvironmentalSM and its independent professional associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verifications or adaptation will entitle Rocky Mountain EnvironmentalSM to further compensation at rates to agreed upon by CLIENT and Rocky Mountain EnvironmentalSM.

19. *Arbitration.* The presence of hazardous materials on or beneath the surface of a site creates *extraordinary risks* which should be fairly and equitably allocated in proportion to the benefit between the Client and Consultant. Consultant's benefit is relatively small as it consists only of the profit from its fee. Also, such work involves unavoidable non-transferable and often uninsurable risks for Consultant created by the nature of the hazardous materials, the tentativeness of present technology and short comings of our civil justice system.

Therefore, CLIENT and Rocky Mountain EnvironmentalSM agree that any controversy (including both actions in contract and in tort) arising out of or relating to this contract, (including its formations, performance, modification or extension) for any form of relief (including damages, rescission, specific performance, and injunction, but excluding punitive damages which shall not be award able) shall be settled by arbitration. The arbitration shall be held in the City of Idaho Falls, Idaho. It shall be conducted under the rules of the American Arbitration Association. Discovery shall be allowed at the discretion of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in a court of competent jurisdiction as provided in the Idaho Uniform Arbitration Act, §7-901 et. seq. The parties consent that any notice, motion, application or any paper concerning the arbitration may be served by certified mail, return receipt requested, or by personal service provided reasonable time for appearance is allowed. The arbitration proceeding must be begun within one year after the acceptance date above. Failure to begin arbitration proceeding within that period shall constitute a waiver of that claim and an absolute bar to the institution of any proceeding on that claim.



**ANALYTICAL REPORT
Amended-20141120**

*FYI - Only
Supporting Documentation
Item #2 p. 2*

Report Date: November 20, 2014

John B. Rice
Rocky Mountain Environmental
482 Constitution Way
Idaho Falls, ID 83402

Phone: 208-524-2353

E-mail: john.rmea@gmail.com

Workorder: **34-1431146**

Project ID: Teton County LF 12-0094

Purchase Order: NA

Client Sample ID	Lab ID	Collect Date	Receive Date	Sampling Site
MW-1	1431146001	11/05/14	11/07/14	Teton County LF
MW-20	1431146003	11/05/14	11/07/14	Teton County LF
Trip Blank	1431146004	11/05/14	11/07/14	Teton County LF

ADDRESS 960 West LeVoy Drive, Salt Lake City, Utah, 84123 USA PHONE +1 801 266 7700 FAX +1 801 268 9992
ALS GROUP USA, CORP.



ANALYTICAL REPORT
Amended-20141120

Workorder: **34-1431146**

Client: Rocky Mountain
Environmental

Project Manager: Jessica Helland

Analytical Results

Sample ID: MW-1	Sampling Site: Teton County LF	Collected: 11/05/2014
Lab ID: 1431146001	Media: 40 mL Amber Glass VOA	Received: 11/07/2014
Matrix: Water	Sampling Parameter: NA	

Analysis Method - SW 8260						
Preparation: Not Applicable			Analysis: SW 8260C, Water Batch: EVO/5383 (HBN: 138906) Analyzed: 11/17/2014 22:47		Instrument ID: 5973-Z Percent Solid: NA Report Basis: Wet	
Analyte	ug/L	MDL (ug/L)	RL (ug/L)	Dilution	Qual.	
Benzene	ND	0.30	1.0	1	U	

Sample ID: MW-20	Sampling Site: Teton County LF	Collected: 11/05/2014
Lab ID: 1431146003	Media: 40 mL Amber Glass VOA	Received: 11/07/2014
Matrix: Water	Sampling Parameter: NA	

Analysis Method - SW 8260						
Preparation: Not Applicable			Analysis: SW 8260C, Water Batch: EVO/5383 (HBN: 138906) Analyzed: 11/17/2014 23:36		Instrument ID: 5973-Z Percent Solid: NA Report Basis: Wet	
Analyte	ug/L	MDL (ug/L)	RL (ug/L)	Dilution	Qual.	
Benzene	ND	0.30	1.0	1	U	

Sample ID: Trip Blank	Sampling Site: Teton County LF	Collected: 11/05/2014
Lab ID: 1431146004	Media: 40 mL Amber Glass VOA	Received: 11/07/2014
Matrix: Water	Sampling Parameter: NA	

Analysis Method - SW 8260						
Preparation: Not Applicable			Analysis: SW 8260C, Water Batch: EVO/5383 (HBN: 138906) Analyzed: 11/18/2014 00:00		Instrument ID: 5973-Z Percent Solid: NA Report Basis: Wet	
Analyte	ug/L	MDL (ug/L)	RL (ug/L)	Dilution	Qual.	
Benzene	ND	0.30	1.0	1	U	

Comments

Quality Control: SW 8260 - (HBN: 138906)

8260 Water Comments: Not all compounds passed percent recovery limits in the LCS but this is not a method requirement. Per ALS SOP OV-SW-8260C section 14.3.1 "Since the CVS is utilized as the LCS, if the CVS passes method criteria then the LCS is deemed also to have passed." It is unclear why the small number of LCS/MS/MSD failures occurred.

Report Authorization (/S/ is an electronic signature that complies with 21 CFR Part 11)

Method	Analyst	Peer Review
SW 8260	/S/ Christopher Q. Coleman 11/18/2014 20:11	/S/ Thomas J. Masoian 11/19/2014 07:11



ANALYTICAL REPORT Amended-20141120

Workorder: **34-1431146**

Client: Rocky Mountain
Environmental

Project Manager: Jessica Helland

Laboratory Contact Information

ALS Environmental
960 W Levoy Drive
Salt Lake City, Utah 84123

Phone: (801) 266-7700
Email: alsit.lab@ALSGlobal.com
Web: www.alssl.com

General Lab Comments

The results provided in this report relate only to the items tested.
Samples were received in acceptable condition unless otherwise noted.
Samples have not been blank corrected unless otherwise noted.
This test report shall not be reproduced, except in full, without written approval of ALS.

ALS provides professional analytical services for all samples submitted. ALS is not in a position to interpret the data and assumes no responsibility for the quality of the samples submitted.

All quality control samples processed with the samples in this report yielded acceptable results unless otherwise noted.

ALS is accredited for specific fields of testing (scopes) in the following testing sectors. The quality system implemented at ALS conforms to accreditation requirements and is applied to all analytical testing performed by ALS. The following table lists testing sector, accreditation body, accreditation number and website. Please contact these accrediting bodies or your ALS project manager for the current scope of accreditation that applies to your analytical testing.

Testing Sector	Accreditation Body (Standard)	Certificate Number	Website
Environmental	AClass (DoD ELAP)	ADE-1420	http://www.aiclasscorp.com
	Utah (NELAC)	DATA1	http://health.utah.gov/lab/labimp/
	Nevada	UT00009	http://ndep.nv.gov/bsdwlabservice.htm
	Oklahoma	UT00009	http://www.deq.state.ok.us/CSDnew/
	Iowa	IA# 376	http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx
	Florida (TNI)	E871067	http://www.dep.state.fl.us/labs/bars/sas/qa/
Texas (TNI)	T104704456-11-1	http://www.tceq.texas.gov/field/qa/lab_accred_certif.html	
Industrial Hygiene	AIHA (ISO 17025 & AIHA IHLAP/ELLAP)	101574	http://www.aihaaccreditedlabs.org
Lead Testing:			
CPSC	AClass (ISO 17025, CPSC)	ADE-1420	http://www.aiclasscorp.com
Soil, Dust, Paint ,Air	AIHA (ISO 17025, AIHA ELLAP and NLLAP)	101574	http://www.aihaaccreditedlabs.org
Dietary Supplements	AClass (ISO 17025)	ADE-1420	http://www.aiclasscorp.com



ANALYTICAL REPORT Amended-20141120

Workorder: **34-1431146**

Client: Rocky Mountain
Environmental

Project Manager: Jessica Helland

Result Symbol Definitions

MDL = Method Detection Limit, a statistical estimate of method/media/instrument sensitivity.

RL = Reporting Limit, a verified value of method/media/instrument sensitivity.

CRDL = Contract Required Detection Limit

Reg. Limit = Regulatory Limit.

ND = Not Detected, testing result not detected above the MDL or RL.

< This testing result is less than the numerical value.

** No result could be reported, see sample comments for details.

Qualifier Symbol Definitions

U = Qualifier indicates that the analyte was not detected above the MDL.

J = Qualifier Indicates that the analyte value is between the MDL and the RL. It is also used to indicate an estimated value for tentatively identified compounds in mass spectrometry where a 1:1 response is assumed.

B = Qualifier indicates that the analyte was detected in the blank.

E = Qualifier indicates that the analyte result exceeds calibration range.

P = Qualifier indicates that the RPD between the two columns is greater than 40%.