

**County Commissioners' Meeting Agenda**  
**Monday, April 28, 2014 - 9:00am**  
150 Courthouse Drive, Driggs, ID – 1<sup>st</sup> Floor Meeting Room



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

**Board of Equalization**

1. **Non-Profit Tax Exempt Applications**  
American Legion-Post 95  
BYU-Idaho  
Calvary Chapel  
Development Company  
Eastern ID Community Action Partners  
Family Safety Network  
LDS Church  
National Outdoor Leadership School  
Roman Catholic Church  
Teton Arts Council  
Teton Valley Bible Church  
Teton Valley Humane Society  
Teton Valley Museum Foundation  
Teton Valley Hospital – Personal Property Only

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

9:45 **Department Business**

Weed Control – Ben Eborn

Public Works

1. **Road & Bridge**
  - a. Boat Ramp Portable Toilet Bids
  - b. LEC Tower Fencing Bids
  - c. 7000S vs 8000S Sealcoat Priority Project
2. **RAD – Appeal of Solid Waste Fees**
3. **Fair Board - Harley Wilcox**
  - a. Bleacher Site Work & Installation Proposal
  - b. Rodeo Contract

Planning Department – Jason Boal

**Ambulance Service District**

1. Approve Available Minutes
2. Fire/Hospital Update – EMS Contract

11:15 **American Insurance** – Travis Argyle & John Simmons

**Administrative Business** *will be dealt with as time permits*

1. Approve Available Minutes
2. **Other Business**
  - a. State of Idaho Parcel-Data Sharing Agreement
  - b. Personnel Evaluation Form
  - c. Options for FY 2015 Merit Raises
  - d. Teton Valley Health Care, Inc. Qtly Report (3/31/14)
3. **Committee Reports**
4. **Claims**

**Executive Session** per IC\$67-2345 (1)(b) personnel.

**ADJOURN**

**Upcoming Meetings**

- May 1 – 6:00 Road Committee  
May 12 – 8:30 am EODH Meeting, 9:30 am Regular Meeting  
May 14 – 10am IAC Webinar: Legislative Session Review (2 Hours)  
May 26 – CLOSED Memorial Day  
May 27 – 9:00am Regular Meeting of Board (Tuesday)

PROPERTY OWNER	Parcel	Documentation - Letter & Form Sent 03-24-14	April 11, 2013 BOE Decision
		Early Filing Deadline April 18, 2014	
American Legion RPA0014025002BA	1	Renewal Form Required Rec'd	
BYU - Idaho RP06N45E102400A & RP06N45E034800A	2	Renewal Form Required Rec's	
Clavary Chapel RPA45N45E234600	1	Renewal Form Required Rec's	
ECIPDA - Dev. Company RP05N45E234801A	1	Renewal Form Required Rec'd	
EICAP RPA00100000030A	1	Initial Forms & Questionnaire Rec'd	
Family Safety Network RPA0014016005BA & RPA0014022006NA	2	Renewal Form Required Rec'd	
LDS Church A0014014001A,A0014017001A, A02010000010A,A02010000020A, B0086007001A,C0083025004D & C0083026001A	7	Renewal Form Required Rec'd	
National Outdoor Leadership Schools RPF0013004001A & RPF0013002001A	2	Renewal Form Required Rec'd	
Roman Catholic Diocese RP04N45E117802A	1	Renewal Form Required Rec'd	
Teton Arts Council RP00260010120	1	Renewal Form Required Rec'd	
Teton Valley Bible Church RPA0014013002B	1	Renewal Form Required Rec'd	
Teton Valley Humane Society RP05N46E310011	1	Renewal Form Required Rec'd	
Teton Valley Museum Foundation RP00044000008AA	1	Renewal Form Required Rec'd	
TV Hospital - Personal Property	1	Letter for Exemption Rec'd	

# Mountain Lawn and Tree, LLC

PO Box 149

Driggs, Idaho 83422

Phone (208) 351-6034

April 11, 2014

Roadside and custom spraying bid for Teton County, Idaho.

This bid is for one application of chemical provided by Teton County on the designated roadways. Spraying the landfill, fairgrounds, and county owned gravel pits to be done on an hourly basis with chemical provided by Teton County.

Custom Spraying per Hour.....	\$45.00
Roadside Spraying per Mile.....	\$27.00

Mountain Lawn and Tree, LLC

Owen Moulton



4/11/2014



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

**Teton County Engineer**  
**MEMO**

150 Courthouse Drive  
Driggs, ID 83422

April 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 April 28, 2014 meeting. I will not be at this meeting. If you have any questions regarding this report please contact me prior to the meeting via email or cell phone.

SOLID WASTE

1. RAD may attend the meeting to appeal the denial of their tipping fee waiver for recycling. Please review your 4/14/14 recommendation from Saul. I stand by our original recommendation for denial of the waiver.

ROAD & BRIDGE

1. R&B crews are grading the gravel roads and patching potholes. Additionally we are repairing some gravel roads that were affected by minor flooding from fields melting. Some roads are receiving comprehensive grading to improve drainage and re-establish the road cross-section.
2. Only the eastern portion of S. Bates Road is able to be graded. The other sections are too wet to grade (springs in the road). The gradable section ends near a R&B operator's residence. In order to avoid the appearance of preferential treatment, I would like permission from the BoCC to grade only a portion of S. Bates.
3. Asphalt Maintenance began sealing cracks Monday on paved roads. Crack sealing is done to prevent water from entering the road and creating potholes. We crack seal roads prior to chip sealing. Driggs and Victor are piggybacking our contract and also crack sealing roads.
4. IDWR denied our emergency permit to remove gravel sediment from Fox Creek between the highway and 500W, as it is not considered an emergency. They directed me to submit a joint application permit (w/Army Corps Eng) to conduct this work. Should I pursue this permit?
5. I released RFB's to local contractors for material hauling which encompasses our chip sealing projects and also hauling material for gravel overlays. We will use the lowest available contractors for these projects. These prices are good from May-October.
6. I released RFB's to local Public Works contractors for equipment and operators. We may use these contractors to assist in gravel overlays or other misc. projects. We will use the lowest available contractors for these projects. These prices are good from May-October.
7. Chip Seal Oil: Oil prices from Idaho Asphalt remained the same as last year, and they have offered to continue last year's piggyback prices from Madison County. We plan on using

between 240 and 311 tons (\$190K-\$240K). The exact quantities are dependent on the Idaho Parks & Rec grant to chip seal Horseshoe Canyon.

PUBLIC WORKS

1. I would like to contract/bid for grading & material at the Bates Road Access parking area. This would be done after spring run-off and paid from the Vessel Fund.
2. The Region 6 IACERS spring meeting will be held May 8 at Stockmans Restaurant in Idaho Falls.

ACTION ITEMS:

1. Bids were received for portable toilets at boat ramp facilities (Bates, Cache, South Bates). These are paid from the Vessel Account which is funded through motorized boat registrations. The only bid received was from A-1 Rental and it is the same price as last year's low bid from B's Portable Toilets.

Recommended Motion:

***I motion to contract with A-1 Rental Inc. for portable toilets during the 2014 season at the boat ramp facilities in Teton County for a price of \$80/unit.***

2. Bids were received for chain link fencing around the LEC antenna tower. The clerk should have the results at the Monday meeting.

Recommended Motion:

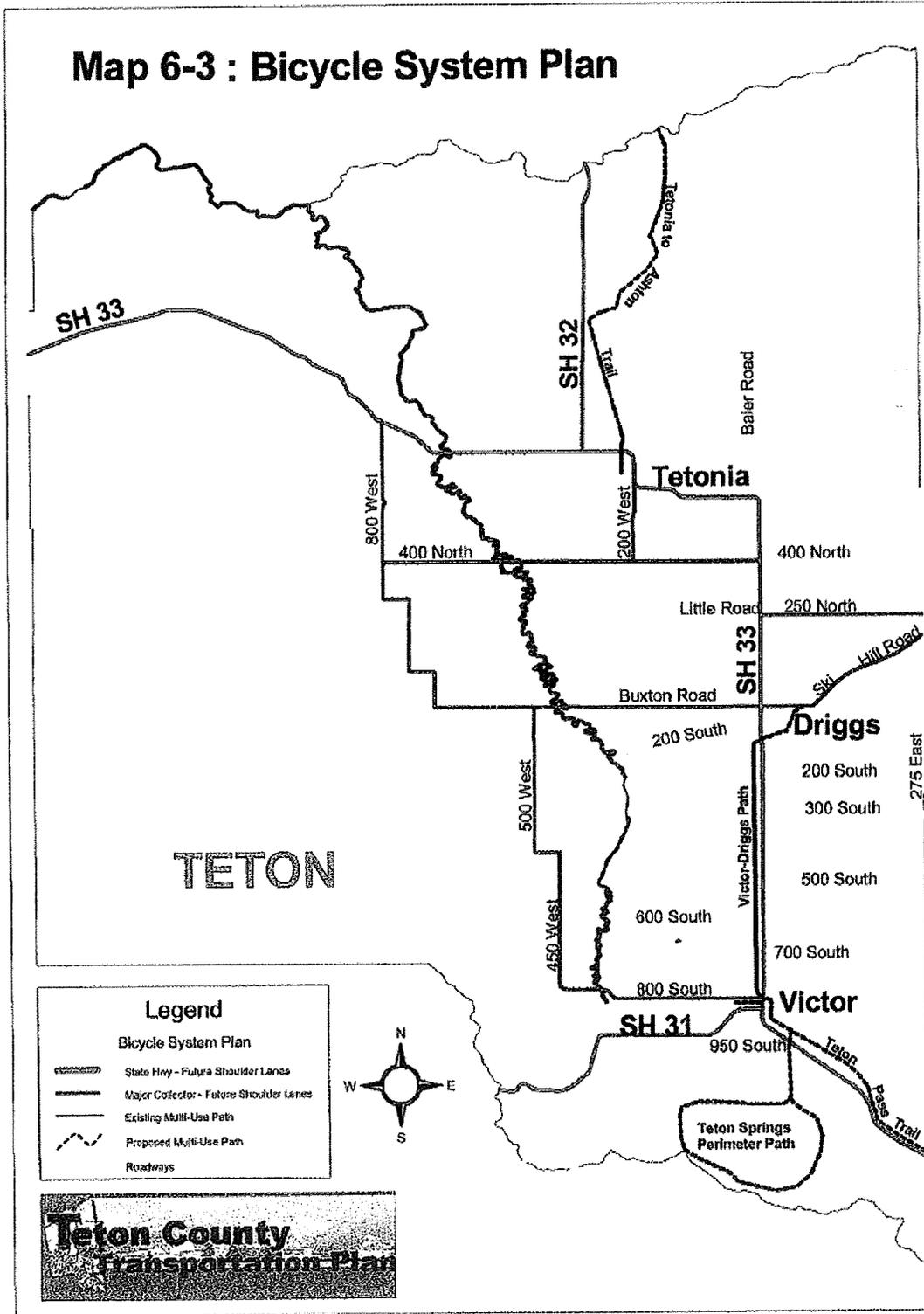
***I motion to award the bid and contract to \_\_\_\_\_ for tower fencing not to exceed \_\_\_\_\_.***

3. Sealcoat Project Change: I would like to zip, widen, & re-shape, and Otta Seal W8000S this summer instead of W7000S. The BoCC requested additional information regarding the widening cost for this project. The widening cost for this 2.5 mile project, including asphalt and chip oil, is approximately \$60,000 which could all be paid from Impact Fees or by combining funds from the Special Levy Chip Seal and Pathway accounts (approx. 21K remaining). Below are the reasons for including the widening in this project:

- a. This would bring this section of road into compliance with the Road Standards adopted in 2013 and is identified in the 2002 Transportation Plan as Major Collector with shoulder lanes.
- b. This section of road has seen 7 major accidents since 2008, including a cycling fatality.
- c. This is the 1<sup>st</sup> phase of a multi-year project to maintain and upgrade the Cedron Loop Major Collector network (as presented in 2013). I do not anticipate working on this section of road for another 7-10 years, therefore I recommend any widening should be done in conjunction with this chip sealing

If the BoCC decides against widening due to financial reasons, I recommend not chip sealing W8000S this year and instead remain with the W7000S project.

# Map 6-3 : Bicycle System Plan



## Bikeway System

Currently, bicyclists in Teton County share the roadway with motorists on most of the county roads. Given the size of the county, the extremely low population density and the generally low traffic volumes, bicycle-only facilities, such as dedicated bicycle lanes, would likely be of little benefit in creating a modal shift toward bicycling in Teton County. However, providing wide shoulders on all new or widened roadways will increase bicycle safety as well as providing enhanced opportunities for pedestrian and equestrians. Shoulder improvement projects are described in the Roadway Plan above. The major collector network should function as the regional bike network. As these roadways are upgraded, consideration should be given to striping bike lanes. **Map 6-3** illustrates the current and planned bikeway system for Teton County, including multi-use trails as part of the pedestrian system.

## Major Collectors

(See Figure 2 for major collector routes in Teton County)

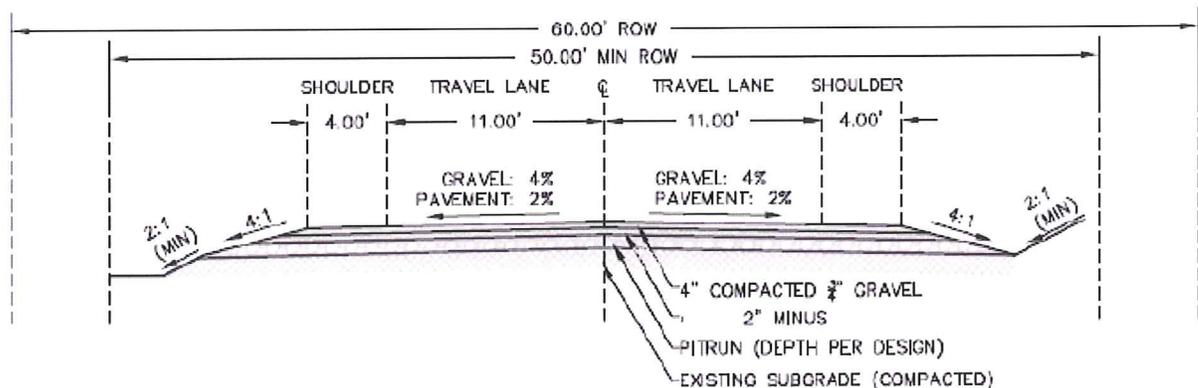
Rural collector routes serve commuters on an intra-county basis and are generally shorter than arterial routes such as state highways. Major collectors roads in the rural setting "serve county seats not on arterial routes, larger towns not directly served by higher systems, and other traffic generators of equivalent intra-county importance, such as consolidated schools, shipping points, county parks, and important mining and agriculture areas; link these places with nearby larger towns or cities, or with routes of higher classifications; and serve the more important intra-county corridors" (AASHTO, 2004).

Although the designation of a major collector is not based on average daily traffic (ADT), major collectors in Teton County as defined in Figure 2 generally have a traffic volume exceeding 400 vehicles per day. The major collector standard for Teton County, Idaho is shown in Table 4 below, while the cross section can be seen in Figure 5.

**Table 4. Major Collector Standard**

Lane Width (ft)	Shoulder Width (ft)	Road Width (ft)	ADT (veh/day)	Speed Limit (mph)
11	4*	30	400+	45-55

\*4 foot shoulder lanes are to accommodate bike traffic as recommended by AASHTO.

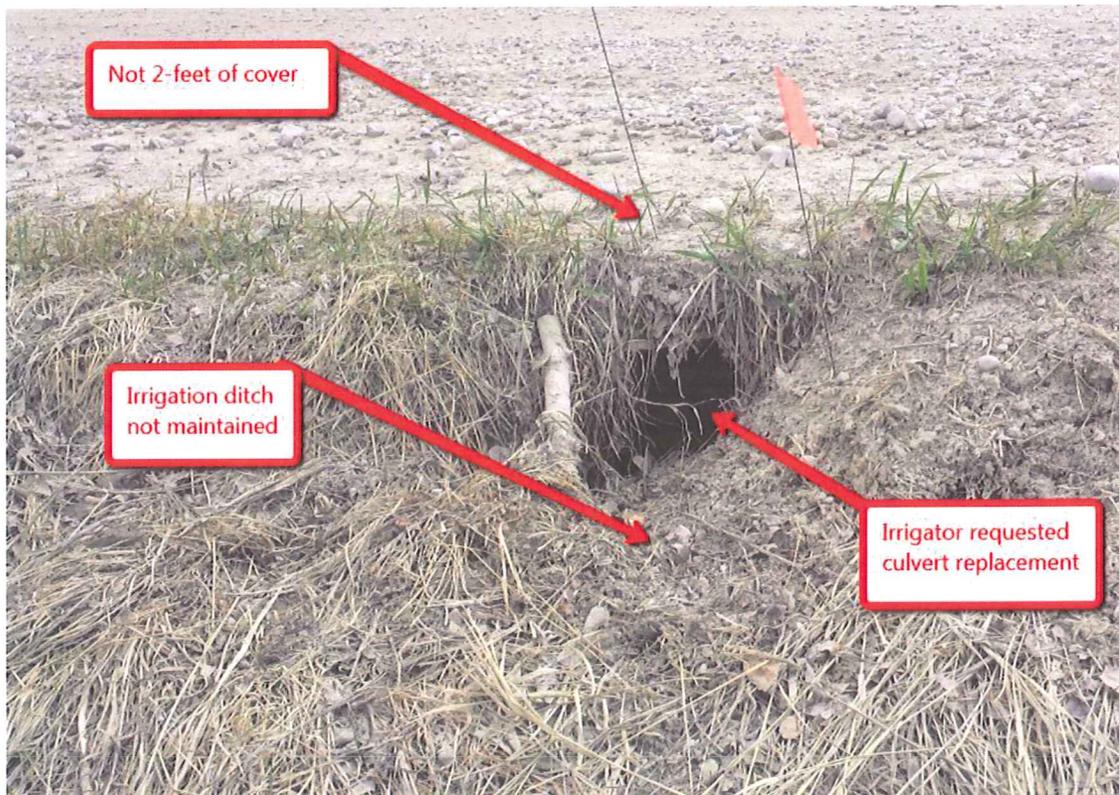


**Figure 5. Major Collector Cross-Section**

Major collectors will typically be constructed with a paved wearing surface. However, major collectors having an ADT of less than 400 may be built as a gravel road and can expect 3-year minimum longevity.

4. Irrigation culverts/bridges: R&B is receiving requests from irrigators to clean and/or replace culverts under county roads that transmit irrigation water. We do not have records of installation for most of these culverts and it appears many of them were not installed according to state statute and our requirements (not sufficient cover). The decision to replace private culverts, transmitting irrigation water is a policy decision that only the BoCC can make. Attached are some of the State Statutes that apply.

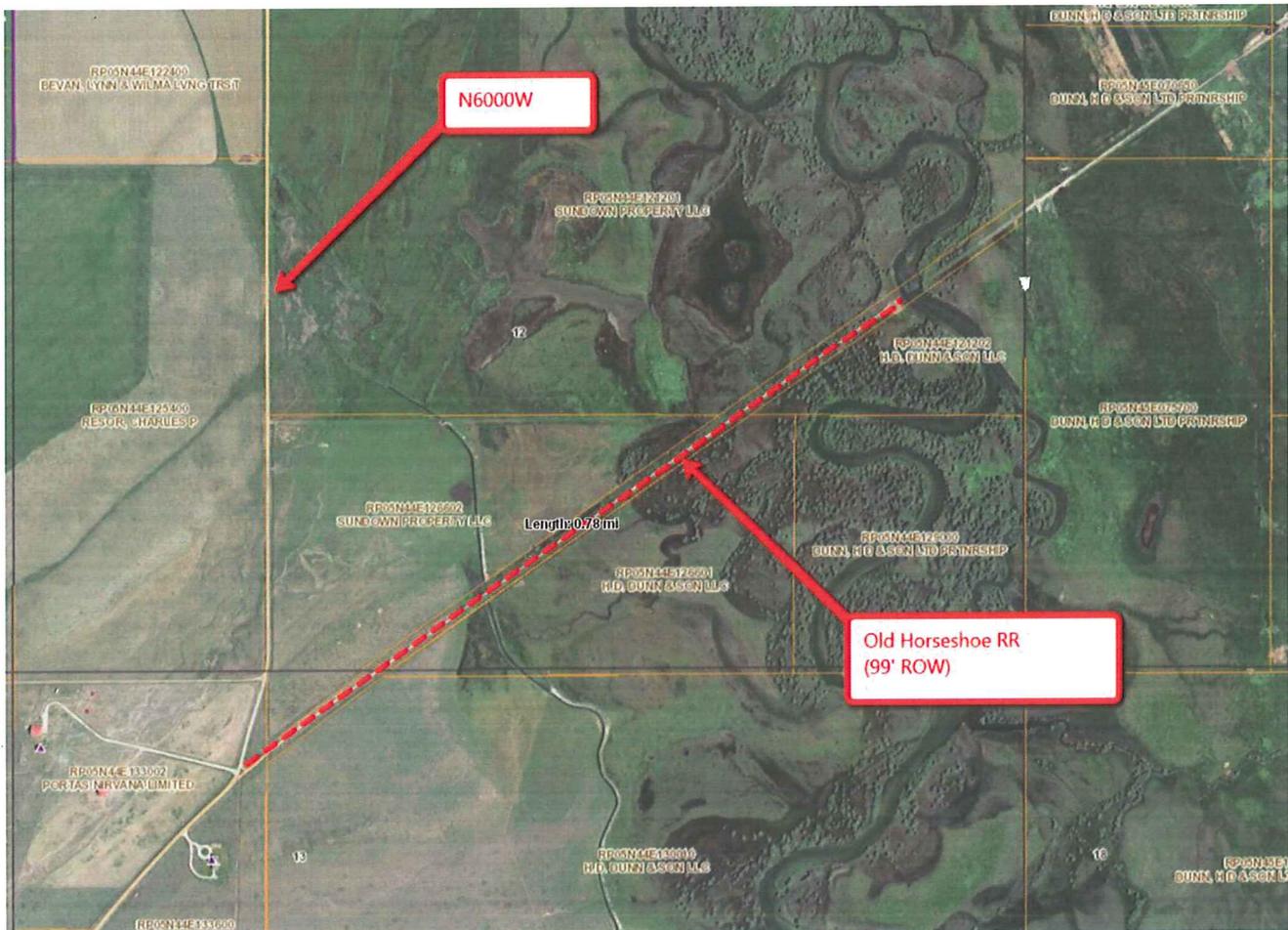
Please direct myself and R&B on how to handle these requests.



5. Teton River - Horseshoe RR Access: Fish and Game has approximately \$5000.00 to put towards the purchase of gravel for the Horseshoe RR Access road (99' County ROW). F&G can only purchase the material, they do not have the funds/ability to lay the material. F&G asked if the county wanted to team-up and haul/spread for this road.
  - a. If the county provided the gravel at cost, it would create an 8-inch cross-section and an improved road/access.
  - b. This would be a full week project for R&B.
  - c. This would cost between \$15K and \$20K to contract this out.

If the BoCC decides to team up with F&G to improve this access, I recommend contracting out the work with the county providing the gravel. Possible funding sources for this are (note: vessel funds cannot be used as this is not a motorized boat access):

- 33-0-526 Levy Contingency
- 33-0-490 Levy Repair/Maint & Pathway
- 33-0-521 Levy Reconstruction
- BoCC Contingency





# Idaho Statutes

## TITLE 18 CRIMES AND PUNISHMENTS

### CHAPTER 39 HIGHWAYS AND BRIDGES

18-3908. FLOODING HIGHWAYS. Any person who runs water either by flooding or sprinkler irrigation across any public highway, road or street, without first constructing a good and sufficient ditch or ditches to convey the same, or who fails to bridge such ditch or ditches, or to keep such bridge or ditches in good repair, or to ensure that the flow from the sprinkler does not flood the public highway, road or street and all persons, companies or corporations who suffer any water used by them for the purpose of irrigation, or any other purposes, to flow into or upon any public highway, road or street, in any other manner than that authorized by law, are guilty of an infraction on the first offense, and shall be guilty of a misdemeanor for each offense thereafter per calendar year, and upon conviction thereof must be fined in any sum not less than one dollar (\$1.00) nor more than fifty dollars (\$50.00), together with the costs of suit, and for a second offense, double said fine and costs; and it is hereby made the duty of all road supervisors, constables and marshals, to make complaint before the proper court, for violations of this section, whenever notified or having knowledge thereof. A person may not be charged under the provisions of this chapter if the flooding from a sprinkler or other water conveyance system is a result of mechanical failure, wind or other climatic condition, or other circumstances outside of the control of the person.

#### **History:**

[I.C., sec. 18-3908, as added by 1972, ch. 336, sec. 1, p. 925; am. 2001, ch. 289, sec. 1, p. 1026.]

*The Idaho Code is the property of the state of Idaho and is made available on the Internet as a public service. Any person who reproduces or distributes the Idaho Code for commercial purposes is in violation of the provisions of Idaho law and shall be deemed to be an infringer of the state of Idaho's copyright.*



# Idaho Statutes

TITLE 42  
IRRIGATION AND DRAINAGE -- WATER RIGHTS AND RECLAMATION

CHAPTER 12  
MAINTENANCE AND REPAIR OF DITCHES

42-1202. MAINTENANCE OF DITCH. The owners or persons in control of any ditch, canal or conduit used for irrigating purposes shall maintain the same in good order and repair, ready to deliver water by the first of April in each year, and shall construct the necessary outlets in the banks of the ditches, canals or conduits for a proper delivery of water to persons having rights to the use of the water.

**History:**

[(42-1202) 1899, p. 380, sec. 16; reen. R.C. & C.L., sec. 3307; C.S., sec. 5655; I.C.A., sec. 41-1102.]

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# Idaho Statutes

## TITLE 40 HIGHWAYS AND BRIDGES

### CHAPTER 23 MISCELLANEOUS PROVISIONS

40-2321. BRIDGES AND CULVERTS. Any person intending to run water across any public highway must first, under the direction and with the approval of the directors of highways of the county or district, or if the highway be the boundary of two (2) counties or districts, then, under the direction and with the approval of the director of highways of both counties or districts, construct a ditch of sufficient size to carry all the water, and must build a substantial bridge, with easy grades on and off the bridge over the ditch not less than sixteen (16) feet wide. When the quantity of water of any ditch is such that a pipe or culvert will carry the water, the water may be conducted across the highway by means of a pipe or culvert, which must be adapted to the surface of the highway, and the highest point of which shall be at least two (2) feet \* beneath the surface of the highway, be built of a length not less than sixteen (16) feet, and in a substantial manner permitting uninterrupted travel. All such bridges or culverts shall be of concrete, and all pipes of concrete, steel or other mineral substance. No wooden bridges, pipes or culverts shall be constructed, unless it appears to the satisfaction of the respective commissioners that the cost of the bridge, pipe or culvert would be unreasonably increased by being made of concrete, steel or other mineral substance, and that there is not sufficient travel over the highway to make it necessary for the protection and convenience of public travel that the bridge, pipe or culvert be constructed of those materials. The respective commissioners may in their discretion and by resolution, permit the bridge, pipe or culvert to be constructed of wood or other material, but no bridge, pipe or culvert shall be constructed of wood or any materials other than those specified in this section except upon a resolution of the appropriate commissioners setting forth the reasons and particularly specifying the place of the construction. When a bridge, pipe or culvert shall have been constructed as required, and accepted and approved by the director of highways, it shall become county property and be maintained as other county bridges.

#### **History:**

[40-2321, added 1985, ch. 253, sec. 2, p. 699.]

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# Idaho Statutes

## TITLE 40 HIGHWAYS AND BRIDGES

### CHAPTER 23 MISCELLANEOUS PROVISIONS

40-2322. CONSTRUCTION OR REPAIR OF BRIDGES AND CULVERTS BY DIRECTOR OF HIGHWAYS. If any person owning or having ditches across any public highway, fails or neglects to build bridges or culverts over them as required, or to keep them, or the public highway in good repair, it is the duty of the director of highways of the county or district to build or repair them at the expense of that person, and the cost of them is a lien upon the land and premises of the ditch owner, and may be sued for and collected, by and in the name of the director of highways, in any court of competent jurisdiction.

**History:**

[40-2322, added 1985, ch. 253, sec. 2, p. 699.]

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### Bidder Response Form

Bidder's Corporation/Partnership Name: Western Fence  
Bidder's Business Address: 4600 South 3300 West, Rexburg  
Bidder's Phone Number: 208-356-3362 Bidder's Fax: 208-356-3358  
Bidder's Email: wfence@ida.net  
By (Signature): Shane T. Wasden  
Name (typed or printed): Shane T. Wasden  
SUBMITTED ON: April 24, 2014

#### Communication Tower Fence

Item No.	Description	Quantity	Unit	Unit Price	Estimated Total Cost
1	Chain Link Fence	1	LS	\$ 46.01	3,681.00

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.

**Western Fence Inc.**

P.O. Box 385  
4600 South 3300 West  
Rexburg, ID 83440

Phone # (208) 356-3362  
Fax # (208) 356-3358

# Proposal & Acceptance

Contractor License	Contractor Public Works License	Date	Estimate #
RCE-6523	005472-B-4	4/24/2014	4794

Name / Address
Teton County - Idaho Attn: Communication Tower Fencing

Email: wfence@ida.net  
Web: www.westernfence.net

Due Date	Contract #	Client Phone	Project Name
4/25/2014	STW		
Qty / Ft	Description	Rate	Total
80	6' High Industrial Chain Link Fence	10.50	840.00T
1	Chain Link 3'6" Single Swing Gate	145.00	145.00T
80	Fence Installation Labor	32.00	2,560.00
32	80 LB Bag Concrete Post Mix	4.25	136.00T
<p>MATERIAL NOTE: Chain link fabric is 9 gauge galvanized, line posts are 2-3/8", terminal posts are 2-7/8", top rail is 1-5/8", bottom galvanized tension wire. All piping is schedule 40 and galvanized.</p>			

Payment to be made as follows:

Progress Payments and Upon Completion

Customer responsible for identifying fence location and property boundary. Western Fence not held responsible for damages underground.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Western Fence is fully licensed and insured.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. Western Fence is authorized to do the work as specified. Payment will be made as outlined above.

<b>Subtotal</b>	\$3,681.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$3,681.00

Western Fence, Fencing Since 1977

Signature \_\_\_\_\_

**From:** Dave Hudacsko RAD [<mailto:dave@theradrecyclers.com>]  
**Sent:** Monday, April 14, 2014 10:55 AM  
**To:** Kathy Rinaldi  
**Cc:** Dawn Felchle; Aaron Hamby; Kathy Spitzer  
**Subject:** Re: Fee Recommendation to BoCC for RAD

Kathy,

Please read below, just wanted to give you a heads up on the decision at hand today regarding Jay & Saul's recommendation to reinstate the fees for recycling on RAD. I don't believe I can take off work at this late of a time to attend the meeting.

The County, County Employees, TVCR, RAD's customers, RAD's employees and numerous individuals have created huge movement for waste diversion in Teton Valley. Because of this push, there is now even open communication with Voorhees because of the cumulative efforts. RAD is simply part of that equation and is a group that has substantially impacted the efforts put toward waste diversion in the last 4 years.

We are very happy to say that the county has participated in a number of ways to increase the waste diversion effort, but reinstating this fee does not drive the momentum forward. But, for where we are at as a community in regards to increasing waste diversion... reinstating this fee 'feels' like a hurdle in the progress of the cumulative effort.

I completely understand that there are two additional votes on the topic and I remain focused on the fact that recycling and waste diversion creates more overall jobs in the community, not save money. We've created 5 year round positions at RAD, some full-time, some part time. TVCR and the County may be able to add to this total number of jobs, please consider this when you learn the net \$ value in the transfer station report.

The tipping fee that the commissioners will have the vote to reinstate is one of RAD's top expenses and greatly impacts our abilities to increase participation since its money we can use to promote participation in the community. And I mean that overall, participation in recycling in anyway a person may choose to participate (self haul, curbside, at events because its available, etc. etc.)

Dawn – please forward to the other commissioners as appropriate, they should understand the great overall goals for the community and the impacts with decisions like this one.

Thank you for considering my input, please call anytime today to discuss.

David Hudacsko  
R.A.D. - Business Dir.  
PO Box 366 | Victor, ID 83455  
908.334.9956  
[Dave@TheRadRecyclers.com](mailto:Dave@TheRadRecyclers.com)  
[www.TheRadRecyclers.com](http://www.TheRadRecyclers.com)



**Teton County Fair board  
MEMO**

April 22, 2014

TO: Board of County Commissioners  
FROM: Harley Wilcox  
SUBJECT: Fairgrounds Bleachers

1. Bleacher Purchase Cost: The bleachers were ordered on 4/10/14 for a cost of \$73,162.00. This includes the ADA seating. A \$40,000 deposit was given from the BoCC contingency fund.
2. Bleacher Assembly: Based on conversations with the county attorney, use of the work detail is allowed if the BoCC makes the following determination and motion below.

**I move to hire the St. Anthony work crew to install the bleachers at the fairgrounds at a cost not to exceed \$4,000.00, coming from fund \_\_\_\_\_ for the following reasons:**

**In accordance with Idaho Code 67-2801, the St. Anthony work crew is the most efficient and cost-effective installer of the bleachers. Also, and in accordance with Idaho Code 67-2806(1)(e), it is impractical to obtain bids for the installation of the bleachers because the St. Anthony work crew cannot bid on public works projects and their cost for installation is approximately \$20,000.00 less than what the manufacturer would charge.**

3. Bleacher Pad: The BoCC requested that R&B investigate the cost to construct the bleacher pad and also to see the cost of local contractors to install the bleacher pad. An RFB was released on 4/18. Two bids were received (see attached):

Contractor	Gravel Pad for Bleachers	Alternate
Action Excavation, LLC	\$12,442.00	\$10,361.00
Owen PC	\$16,342.50	\$12,282.50

**The Fair Board recommends that the bid not be awarded.**

*Jay Mazalewski, Director of Public Works: The bleacher pad construction would take Road & Bridge an estimated 3 days to construct with the majority of crew working on the project for the 1<sup>st</sup> couple of days. The BoCC has repeatedly stated that roads were their highest priority, therefore I (JTM) would recommend against using R&B staff/equipment for this project and keep R&B's focus on the roads.*

4. Bleacher Foundation/Anchoring: The ground screw anchors have been included in the bleacher purchase cost. The bleacher manufacturer has equipment to rent at a cost of \$400.00 for 10 days that will be drop shipped. The equipment is to be shipped ahead of the bleachers so that we may do a test drill. A soils report to verify the soil type will work with ground screw anchors will cost \$300.00.

*The following numbers are provided by H. Wilcox*

5. Project Cost Breakdown:

Bleacher Purchase:	73,162.00
Bleacher Assembly:	4,000.00
Bleacher Pad Const:	10,361.00
<u>Anchoring/install:</u>	<u>400.00</u>
Total Cost:	<b>\$87,923.00</b>

6. Market Value for Bleacher Pad Construction:

12 Hours of Backhoe  
44 Loads of Material (22 hours of Truck Time)  
16 Hours Loader  
16 Hours Labor

At market value the cost for equipment and truck at an hourly rate is \$4,310.00 not including material cost.

**RECEIVED**  
 APR 23 2014  
 BY: Clerk - 9:40 AM



**Bidder Response Form**

Bidder's Corporation/Partnership Name: Owen PC Construction LLC

Bidder's Business Address: PO Box 1077 Victor, ID 83455

Bidder's Phone Number: 208-787-6936 Bidder's Fax: 208-787-6938

Bidder's Email: aaron@owen-pc.com

Idaho Public Works License #: PWC-C-16684-C-4

By (Signature): *Aaron Driggs*

Name (typed or printed): Aaron Driggs

SUBMITTED ON: 4/23/14

**GRAVEL PAD FOR FAIRGORUND BLEACHER**

Item No.	Description	Item	Unit	Price
1	Excavate, provide, haul, place & compact material	1	LS	\$ 16,342. <sup>50</sup>

**GRAVEL PAD FOR FAIRGORUND BLEACHER-ALT**

Item No.	Description	Item	Unit	Price
1	Excavate, haul, place & compact material	1	LS	\$ 12,282. <sup>50</sup>

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.



**RECEIVED**  
APR 22 2014  
BY: Clerk - 4:12 PM

**Bidder Response Form**

Bidder's Corporation/Partnership Name: Action Excavation LLC

Bidder's Business Address: 65 S. Main St, Suite Basement, Driggs, ID 83422

Bidder's Phone Number: 208 354 3478 Bidder's Fax: 208 354 0623

Bidder's Email: Action\_excavation@gmail.com

Idaho Public Works License #: 000707-B

By (Signature): *Brandon Lervill*

Name (typed or printed): Brandon Lervill

SUBMITTED ON: April 22, 2014

**GRAVEL PAD FOR FAIRGORUND BLEACHER**

Item No.	Description	Item	Unit	Price
1	Excavate, provide, haul, place & compact material	1	LS	\$ 12,442. <sup>00</sup>

*Twelve thousand four hundred forty two*

**GRAVEL PAD FOR FAIRGORUND BLEACHER-ALT** *county provided mat.*

Item No.	Description	Item	Unit	Price
1	Excavate, haul, place & compact material	1	LS	\$ 10,361. <sup>00</sup>

*Ten thousand three hundred sixty one*

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.

Your registration  
must be shown on  
demand.

carry this copy

display this copy

02/05/2014

Bureau of Occupational Licenses  
Department of Self Governing Agencies  
The person named has met the requirements for registration and is  
entitled under the laws and rules of the State of Idaho to operate as a(n)  
**REGISTERED ENTITY CONTRACTOR**

**ACTION EXCAVATION LLC**  
**BRANDON LERWILL, ET AL**  
**80 EAST 3000 SOUTH**  
**DRIGGS ID 83422**

*Tana Cory*  
Tana Cory  
Chief, B.O.L.

RCE-20365  
Number

02/14/2015  
Expires

COUNTIES OF:

- Bonneville
- Clark
- Custer
- Fremont
- Jefferson
- Lemhi
- Madison
- Teton

**EASTERN IDAHO PUBLIC HEALTH DISTRICT**  
**PERMIT - LICENSE**

No. I-0203

THIS PERMIT - LICENSE IS NON-TRANSFERABLE AND IS THE PROPERTY OF THE ISSUING AGENCY AND MAY BE REVOKED FOR FAILURE TO MAINTAIN COMPLIANCE WITH THE APPLICABLE HEALTH REGULATIONS OR ANY APPLICABLE STATE AND LOCAL LAWS, ORDINANCES, AND REGULATIONS AS REFERRED TO THEREIN  
 IDAHO CODE 39-414 (2)

ISSUED TO: **BRANDON LERWILL**

NON-TRANSFERABLE

FOR THE OPERATION OF A:

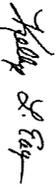
**BASIC INSTALLER**

d.b.a.

**ACTION EXCAVATION, LLC**  
**PO BOX 33**  
**DRIGGS ID 83422**

01/01/2014  
START DATE

12/31/2014  
EXPIRES

  
 HEALTH AUTHORITY

TETON COUNTY FAIR BOARD  
FACILITIES USE AGREEMENT WITH TETON VALLEY RODEO COMPANY

This Facilities Use Agreement (“Agreement”) is entered into by and between the Teton County Idaho Fair Board (“Fair Board”) and Teton Valley Rodeo Company, a Driggs, Idaho Company.

RECITALS

WHEREAS Teton Valley Rodeo Company has the following confirmed rodeo dates: June 27, July 4, July 11, July 18, July 25, August 1, and August 15, 22, 2014.

WHEREAS Teton Valley Rodeo Company is desirous of utilizing the Fair Board’s rodeo grounds and arena and the Fair Board is willing to enter into an agreement allowing the use of their rodeo grounds and arena located north of Driggs, Idaho (“rodeo grounds”).

NOW THEREFORE, in consideration of the sums heretofore paid, and the covenants and promises contained herein, the parties agree as follows:

1. NIGHTLY RENTAL: The nightly rental for the use of the rodeo grounds and arena shall be \$250.00. The rental fee shall be paid at the end of each month. A late payment fee of 1.5% per month (18% annum) will be paid on any balance remaining unpaid for more than 30 days from the date of invoice.
  
2. GROUNDS POLICY:
  - a) The grounds will be worked by the Teton Valley Rodeo Company to meet their needs for animal footing before and during the performance. All livestock will need to be removed from the area no later than noon on the day following the event (Saturday) of the rodeo.
  - b) The Teton Valley Rodeo Company will water the fairground road and arena area each evening of the Rodeo.
  - c) All improvements to the fairgrounds will be approved by the County. Teton Valley Rodeo Company will keep track of all structural/fixed improvement expenses; with the option for the fair board to buy back any of these items.
  - d) Teton Valley Rodeo Company must control the dust on the fairgrounds and maintain safe traffic flow.

3. CLEANING OF GROUNDS/TRASH REMOVAL: Trash must be hauled to the dumpster at the fair building from the arena area no later than 9:00 am the morning after the rodeo event (Saturday morning).
4. UTILITIES/LIGHTS: Teton Valley Rodeo Company will pay for arena demand usage with a bill at the end of each month, which is due and payable at that time.
5. SECURITY: Teton Valley Rodeo Company will provide security for each rodeo as needed.
6. ALCOHOL: Teton Valley Rodeo Company will follow the fairground rules when serving alcohol. A license and permit is required for the sale of alcohol.
7. INSURANCE: Insurance must be provided by Teton Valley Rodeo Company for each event to cover the event and spectators required by Teton County. Teton Valley Rodeo Company shall maintain or cause to be maintained a primary Commercial General Liability insurance policy covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall be written on an occurrence basis unless Teton County otherwise consents in writing. The policy shall provide that such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Teton County to itself or its officers, officials, or employees, that such insurance shall not be altered or cancelled without sixty (60) days' written notice to Teton County, and that such insurance shall name Teton County and the Teton County Fair Board as additional insured. The insurance policies purchased by Teton Valley Rodeo Company must be issued by a company authorized to conduct business in the State of Idaho or by a company acceptable to Teton County and which has a rating of A-VIII or better by A.M. Best. Prior to the commencement of any use of the rodeo grounds, the Teton Valley Rodeo Company shall furnish to Teton County an insurance certificate or renewal certificate evidencing all insurance required to be carried by Teton Valley Rodeo Company.
8. SAFETY/LIABILITY: These insurance coverage's should constitute the minimum requirement. Providing such insurance in no way lessens or limits the liability of Teton Valley Rodeo Company. A Teton Valley Rodeo Company shall procure and maintain, at its own cost, any additional kinds and amounts of insurance that they believe, in their own judgment, may be necessary for its proper protection relative to the event/use. Further, safety precautions shall at all time be exercised for the protection of all persons and property.
9. DAMAGE TO PREMISES: Teton Valley Rodeo Company will be held responsible for all damages to premises which occur during the time of rental. A fair board member must be notified immediately.

10. SUBLETTING: Teton Valley Rodeo Company will not have the right to sublet the premises or any part thereof.
11. CONCESSIONS: Teton County is not responsible to provide any concessions.
12. TOILET FACILITIES: There will be (four) portable toilets supplied by the Teton Valley Rodeo Company. Additional portable toilets as required by Teton County or Idaho District Health will be supplied by Teton Valley Rodeo Company.
13. INDEMNIFICATION: Teton Valley Rodeo Company shall defend, indemnify and save harmless Teton County, the Fair Board and their officials, officers, employees and agents from all costs, claims and expenses arising out of any claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of Teton Valley Rodeo Company's operation, use or occupation of the facilities, by Teton Valley Rodeo Company's presentation of, preparation for or cleanup after the event or by any act or omission of Teton Valley Rodeo Company or any of its agents, employees, guests, patrons or invitees related to the event/use and/or the facilities including the application or violation of any pertinent federal, State, or local law, rule, or regulation. This indemnification extends to the successors and assigns of the Teton Valley Rodeo Company, and this indemnification survives the expiration or termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Teton Valley Rodeo Company.
14. WORKERS' COMPENSATION. At all times during any work conducted by or on behalf of the Teton Valley Rodeo Company on or about the Property Teton Valley Rodeo Company shall maintain, and cause its contractors to maintain, Workers' Compensation Insurance covering all employees of such contractors as required by the laws of the State of Idaho. Teton Valley Rodeo Company shall require all contractors and subcontractors performing work to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.
15. DEFAULT AND REMEDIES: In the event either party fails to perform any covenant or obligation hereunder, the party shall be deemed to be in default under the terms of this Agreement. In such event, the parties shall have available to them all remedies at equity or law under the laws of the State of Idaho. In the event any legal action is brought to enforce a party's rights under this paragraph the prevailing party shall be entitled to recover his reasonable costs and expenses, including reasonable attorney's fees, in bringing such legal action. This Agreement shall not be interpreted so as to provide for any duty or obligation on the part of Teton County or the Fair Board. All rights and remedies provided for in this agreement are in addition to all other rights or remedies provided for by law.
16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. In the event of any dispute arising from this Agreement, jurisdiction and venue shall be in the applicable court of competent jurisdiction located in Teton

County, Idaho. The parties hereto shall be deemed to have consented to such jurisdiction and venue, and waived all rights or claims to have the dispute heard or considered in any other jurisdiction or venue.

17. ADDITIONAL DOCUMENTS AND ACTS: Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this agreement and the transactions contemplated hereby.

18. TERMINATION: This agreement may be terminated at will by either party upon 30 days written notice.

TETON VALLEY RODEO COMPANY:

By:

\_\_\_\_\_  
Lane Hillman                      Date

\_\_\_\_\_  
Alexie Hulme                      Date

\_\_\_\_\_  
Fred Crane                      Date

\_\_\_\_\_  
Dustin Hulme                      Date

\_\_\_\_\_  
Cole Elquist                      Date

TETON COUNTY FAIR BOARD:

By:

\_\_\_\_\_  
Harley Wilcox, President                      Date

\_\_\_\_\_  
Elaine Johnson, Vice President                      Date

~~March 24~~  
April 19<sup>th</sup>  
April 28

## Dawn Felchle

---

**From:** Mary Lou Hansen  
**Sent:** Monday, January 06, 2014 1:55 PM  
**To:** Dawn Felchle; Keith Gnagey; Bret Campbell; abooker@tvhcare.org; Robert Veilleux; Bobbie Foreman  
**Cc:** Jason Letham; Kent Wagener (kwagener@sagerg.com); tprenot@tvhcare.org; Kathy Rinaldi; Kelly Park; Sid Kunz  
**Subject:** RE: EMS Meeting with BOCC

A slight clarification regarding the dates listed below. Those are the dates on which quarterly updates are provided to the Ambulance Service District by TVHospital, pursuant to their contract for ambulance services. On Dec. 23 the Board decided that Feb. 24 would be soon enough for the next status report regarding the new Ambulance Contract.

As specified in the Project Plan, the Ambulance Service District will meet again in March to receive the first draft of a joint contract.

Keith and Kent can decide whether the March 10 or 24 date will be best for that meeting.

Thanks,

## Mary Lou

---

Mary Lou Hansen  
Teton County Clerk  
208-354-8771  
150 Courthouse Drive #208  
Driggs, ID 83422  
FAX: 354-8410

**From:** Dawn Felchle  
**Sent:** Monday, January 06, 2014 01:42 PM  
**To:** Keith Gnagey; Bret Campbell; abooker@tvhcare.org; Robert Veilleux; Bobbie Foreman  
**Cc:** Jason Letham; Kent Wagener (kwagener@sagerg.com); Mary Lou Hansen; tprenot@tvhcare.org; Kathy Rinaldi; Kelly Park; Sid Kunz  
**Subject:** EMS Meeting with BOCC

All – I have checked the BOCC Minutes and talked with the Clerk about the next meeting between the BOCC and the Emergency Services/Ambulance Service business plan. It was agreed that status reports would be given when the hospital and ambulance services come to give their quarterly financial reports. The next meeting date will be Monday the 24<sup>th</sup> of February, followed by May 27 (a Tuesday), Aug. 25 & Nov. 24.

Please mark your calendars. df

Dawn Felchle  
Assistant to County Commissioners  
Risk Manager

# Project Plan – Ambulance Contract

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Attachment # \0  
Dec. 23, 2013 BoCC

## Schedule

- May 1 – Contract presented to ASD
- April -- Final contract negotiations between ASD, FD, and Hospital
- March -- First draft of joint contract presented to ASD
- February – FD/Ambulance agreement on contract provisions for providing ambulance service
- January 1 – Third draft of FD/Ambulance agreement

## Sheriff and Dispatch

- Met on December 11
- Agreed to constitute Teton County First Responder Steering Committee
- Monthly meetings
- Membership to include: FD, Sheriff, Dispatch, Ambulance, Hospital, SAR, and Emergency Management
- Goals
  - Understand where common functions, equipment, and services are
  - Develop most efficient mechanisms for procurement, training, and protocols
  - Communication of issues
  - Decisions to improve operations



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**FROM:** Rob Marin, GIS Coordinator  
**TO:** Board of County Commissioners  
**RE:**  
**DATE:** April 21, 2014  
**MEETING:** April 28, 2014

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### **Parcel Data-sharing Agreement with the State of Idaho**

Teton County GIS participates with a regional GIS users' group, the Eastern Idaho Regional Resource Council (EIRRC), which is working toward developing and sharing available GIS data among counties and communities in the area. Such data is useful for business, emergency management, environmental applications and more. EIRRC in turn is working with the State of Idaho towards creating a common platform for distributing GIS parcel data online in a common format.

Before the State can publish this data to an online service, they need to formalize data sharing agreements with participating counties (not all counties make their parcel data available to the public for free). Teton County currently has no restrictions on sharing our parcel data, and does not charge for it, so entering into a data-sharing arrangement with the state would not change our data policy. It is a mere formality facilitating our efforts to provide better public access to GIS data.

I recommend that the Board of County Commissioners sign the attached data sharing agreement with the state of Idaho. This agreement has been reviewed and approved by our Prosecuting Attorney.

DATA SHARING AGREEMENT  
(Teton County)

THIS DATA SHARING AGREEMENT (“Agreement”) is effective as of the 28th day of April, 2014, by and between the State of Idaho, Department of Administration (“Administration”) and Teton County, Idaho (“County”).

***RECITALS***

- A. Administration is integrating real property parcel data into a single, uniform database available to interested parties via the Internet.
- B. County is the repository for real property parcel data within its boundaries.
- C. County and Administration recognize the need for improved public access to accurate real property parcel data.
- D. County is willing to provide Administration with real property parcel data under the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Term and Termination. This Agreement is effective as of the first day set forth above and shall continue in effect until terminated. This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party specifying the date of termination. Either party may terminate this Agreement immediately upon written notice if (i) the other party is in material breach of any material term, condition, covenant or obligation under that agreement, or (ii) the Idaho legislature or the County Commissioners fail, neglect or refuse to appropriate sufficient funds as may be required for the continuation of the obligations under this Agreement.

2. Exchange of Data.

a. County Data. County will provide Administration real property parcel data, including corresponding metadata and associated tables (collectively, the “Data”). Nothing in this Agreement limits County’s use of the Data or provides Administration exclusive access to the Data.

b. Format. County will provide the Data in ESRI shapefile format, unless agreed otherwise by the parties in writing. To the extent feasible, County will provide data attributes that are consistent with the “Idaho Parcel Data Exchange Standard” data model established by Information Technology Resource Management Council (ITRMC) established pursuant to Idaho Code section 67-5745B.

c. Transfer Method. County will transfer Data via email attachment.

d. Revision. County will assist Administration in resolving any Data discrepancies identified by either party.

e. Updates. County will provide updates to the Data to Administration no less than every six (6) months.

f. Technical Assistance. Administration will provide technical assistance to County related to the transfer of Data and the use of the Idaho Parcels Data Exchange Standard.

g. Data As-Is. The parties accept and acknowledge that County will provide the Data without warranty or representation as to its completeness, accuracy, reliability, timeliness, or correctness. County does not make any warranties, express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose that may apply to the Data or to the services provided pursuant to this Agreement. Administration waives all claims against the County arising from use or distribution of the Data.

### 3. Use of Data.

a. Aggregation and Revision. Administration will aggregate Data into the following data sets using the Idaho Parcel Data Set Standard: Public Distribution Data Set; and Comprehensive Data Set. The field or attributes of each standard are set forth on Exhibit A, which is incorporated herein by this reference. Administration will conform Data to the Idaho Parcel Data Exchange Standard when Data submitted by County does not conform to such standard.

b. Security. Administration will store, manage, and disseminate Data through a secure server in a manner that complies with any applicable laws.

c. Access to Data. Administration will provide access to Data for public and governmental use via the Internet pursuant to the terms of this agreement.

1. Idaho Government Access. Administration will provide the Comprehensive Data Set to the government agencies set forth on Exhibit B, which is incorporated herein by this reference, at no charge. Upon thirty (30) days prior written notice to County, Administration may add additional government agencies to the agencies set forth on Exhibit B. Following such notice and at any time during the term of the Agreement, County may identify government agencies it does not wish to have free access to the data by written notice to Administration. Upon written request by County, Administration will provide County a list of government agencies with access to the Data.

2. Public Access. Administration will provide the Public Distribution Data Set set to the public upon request. Where County has established a fee schedule for the Data, Administration will limit access to the Data to members of the public paying the established fee; provided, however, that County must establish a Service Level Agreement (SLA) with Idaho

Information Consortium, Inc. dba Access Idaho. Administration will provide assistance to County in establishing an agreement with Access Idaho. Unless otherwise specified by notice from County to Administration, public access to the Data will require acceptance of the Data Product License Agreement set forth on Exhibit C and incorporated herein by this reference.

3. Public Records Requests. Administration will refer public records requests for the Data to County. Where required by law, Administration will release Data pursuant to a public records request, subject to Administration's public records request policy.

4. Miscellaneous.

a. No Partnership. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

b. No Third Party Beneficiaries. This Agreement is for the sole benefit of Administration and County and no person or entity has any rights under this Agreement as a third party beneficiary.

c. Officials Not Personally Liable. In no event shall any official, officer, employee or agent of the State of Idaho, Administration or County be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.

d. Assignment of Liability. Administration and County shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents and only to the extent provided by law.

e. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address set forth below. Either party may change its address by giving notice of the change in accordance with this section.

f. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

[ Signature Page Follows ]

State of Idaho  
Department of Administration

Teton County

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

Address: 650 W. State Street  
P.O. Box 83720  
Boise, Idaho 83720-0303

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

Address: 150 Courthouse Drive  
Driggs, Idaho 83422

EXHIBIT A

Parcel Data Fields and Attributes

Public Distribution Data Set

Field Name	Data Type	Length	Description	Examples
PARCEL_ID	Text	50	The unique identifier for that parcel as used by the source.	R3085100110
STEWARD	Text	20	The source that created the polygon and can answer questions about the history, geometry and attribution of it.	Canyon County
UPDATED	Date		The date shared	5/5/2012
MODIFIED	Date		The date that the polygon geometry was last edited	1/1/1998
WEBSITE	Text	255	The URL for a public internet site for further information, if available.	<a href="http://id-canyon-assessor.governmaxa.com/propertymax/rover30.asp">http://id-canyon-assessor.governmaxa.com/propertymax/rover30.asp</a>
FIPS	Text	5	The Federal Information Processing Standards (FIPS) code for state and county.	16027
ASR_ACRES	Double	Precision: 12 Scale:3	Acreage as determined by deed or other instrument that describes the outside of a parcel	10.208

Comprehensive Data Set

Field Name	Data Type	Length	Description	Examples
PARCEL_ID	Text	50	The unique identifier for that parcel as used by the source.	R3085100110
STEWARD	Text	20	The source that created the polygon and can answer questions about the history, geometry and attribution of it.	Canyon County
UPDATED	Date		The date shared	5/5/2012
MODIFIED	Date		The date that the polygon geometry	1/1/1998

			was last edited	
WEBSITE	Text	255	The URL for a public internet site for further information, if available.	<a href="http://id-canyon-assessor.governmmax.com/propertymax/rover30.asp">http://id-canyon-assessor.governmmax.com/propertymax/rover30.asp</a>
FIPS	Text	5	The Federal Information Processing Standards (FIPS) code for state and county.	16027
ASR_ACRES	Double	Precision:12 Scale:3	Acreage as determined by deed or other instrument that describes the outside of a parcel	10.208
OWNER1	Text	100	Owner of Parcel	John Smith
OWNER2	Text	100	Additional owner of parcel	Mary Smith
MAIL_ADD1	Text	100	Mailing address of owner	1234 S Paper Road
MAIL_ADD2	Text	100	Additional mailing address of owner	Apt 5C
MAIL_CITY	Text	100	Mailing city of owner	Anaktuvuk Pass
MAIL_STATE	Text	2	Mailing state of owner	AK
MAIL_ZIP	Text	10	Mailing U.S. zip code of owner	99721-0000
MAIL_CNTRY	Text	100	Mailing country of owner	USA
SITE_ADD	Text	100	Site address of property	6789 W Stapler Ave
SITE_CITY	Text	100	City of property	Nampa
SITE_ZIP	Text	10	Zip code of property	83653-0000
CATEGORY1	Text	5	Categories of property used for assessment and taxation	11
C1_ACRES	Double	Precision:12 Scale:3	Number of acres assessed for the property code listed above	5.25 (leave NULL when acres are unknown or if category is not a land category)
C1_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	10,000
CATEGORY2	Text	5	Categories of property used for assessment and taxation	12
C2_ACRES	Double	Precision:12 Scale:3	Number of acres assessed for the property code listed above	1

C2_NET_VA L	Long Integer		Net value of the property assessed under property code listed above	5,000
CATEGORY 3	Text	5	Categories of property used for assessment and taxation	33
C3_ACRES	Double	Precisi on:12 Scale: 3	Number of acres assessed for the property code listed above	
C3_NET_VA L	Long Integer		Net value of the property assessed under property code listed above	80,000
CATEGORY 4	Text	5	Categories of property used for assessment and taxation	
C4_ACRES	Double	Precisi on:12 Scale: 3	Number of acres assessed for the property code listed above	
C4_NET_VA L	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 5	Text	5	Categories of property used for assessment and taxation	
C5_ACRES	Double	Precisi on:12 Scale: 3	Number of acres assessed for the property code listed above	
C5_NET_VA L	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 6	Text	5	Categories of property used for assessment and taxation	
C6_ACRES	Double	Precisi on:12 Scale: 3	Number of acres assessed for the property code listed above	
C6_NET_VA L	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 7	Text	5	Categories of property used for assessment and taxation	
C7_ACRES	Double	Precisi on:12 Scale: 3	Number of acres assessed for the property code listed above	
C7_NET_VA L	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 8	Text	5	Categories of property used for assessment and taxation	

C8_ACRES	Double	Precision:12 Scale:3	Number of acres assessed for the property code listed above	
C8_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY9	Text	5	Categories of property used for assessment and taxation	
C9_ACRES	Double	Precision:12 Scale:3	Number of acres assessed for the property code listed above	
C9_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
ZONING	Text	50	Zoning category	RSW
DESC1	Text	512	Property description	PAR #9300 of 2SE4
DESC2	Text	256	Property description	SEC26 3N 1E
DESC3	Text	256	Property description	#449100-S
DESC4	Text	256	Property description	
DESC5	Text	256	Property description	
SUBDIV	Text	256	Subdivision name	Happy Valley
TOT_VALUE	Long Integer		Total assessed property value	100,000

## EXHIBIT B

### Public Agencies

#### 1. State Agencies

- Department of Administration
- Department of Agriculture
- Idaho Army National Guard
- Division of Building Safety
- Department of Commerce
- Department of Environmental Quality
- Department of Fish and Game
- Department of Health and Welfare
- Idaho Bureau of Homeland Security
- Department of Labor
- Department of Lands
- Idaho Commission for Libraries
- Department of Parks and Recreation
- Public Television
- Idaho State Police
- Idaho State Tax Commission
- Idaho Department of Transportation
- Idaho Department of Water Resources
- State of Idaho Colleges and Universities

#### 2. Other County Governments in Idaho

#### 3. Federal Agencies

- Bureau of Land Management
- Bureau of Reclamation
- U.S. Geological Survey
- U.S. Forest Service
- Corps of Engineers
- Department of Energy
- Department of Defense
- U.S. Department of Agriculture
- Federal Emergency Management Agency (FEMA)
- US Census Bureau
- Other Federal Agencies requesting the Data

#### 4. Tribal Agencies

- Coeur d'Alene Tribe
- Kootenai Tribe of Idaho
- Nez Perce Tribe of Idaho
- Shoshone-Bannock Tribe

## EXHIBIT C

### Government Geographic Information System Data Product License Agreement

**WHEREAS**, the State, by and through its Idaho Geospatial Office (IGO), has created a Geographic Information System (GIS) comprising maps and other geographic information of and regarding the Counties of Idaho; and

**WHEREAS**, the IGO continuously acquires, develops, maintains and uses the GIS data in support of its internal business functions and the public services it provides; and

**WHEREAS**, the Idaho Department of Administration funds the acquisition, development and maintenance of GIS data, in support of its internal business functions and the public services it provides; and

**WHEREAS**, the GIS data represents a significant financial investment made by Idaho Counties on behalf of its tax payers and Idaho Counties wish to protect their investment; and

**WHEREAS**, some or all of the GIS data may come under the purview of the Idaho “public records statutes” contained under Idaho Code Title 9, Chapter 3, and may also be subject to Federal regulations that apply to freedom of information and privacy; and

**WHEREAS**, Idaho Statutes, Title 9, Chapter 3, addresses the public’s right to examine public records, specifies records exempt from disclosure, establishes requirements for public agencies to separate exempt and non-exempt records from disclosure and allows the establishment of fees to recover costs; and

**WHEREAS**, Idaho Statutes 31-875 establishes the powers and duties of the Board of County Commissioners to impose and collect fees for access to the digital GIS and mapping data; and

**WHEREAS**, County GIS data contains information that may be considered confidential or sensitive and divulging or publishing the information may cause harm or an actionable wrong against a person; and

**WHEREAS**, members of the public, public agencies and commercial businesses have expressed a desire to gain access to County GIS data; and

**WHEREAS**, the County wishes to make its GIS data available in certain compilations, packages and formats (the “Products”) for purchase and use by members of the public, public agencies and commercial businesses subject to the terms and conditions contained in this License Agreement; and

**NOW, THEREFORE**, in consideration of the above recitals, which are hereby incorporated as terms of the License Agreement, in consideration of mutual covenants, conditions and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **1 Rights Granted**

1.1 IGO hereby grants the Licensee a license to use certain of County GIS Products until such time as this Agreement is terminated pursuant to Section 6 hereof or otherwise expires.

1.2 The Products are solely and exclusively for the internal use of the Licensee and not for the use by any other person or entity, including but not limited to any entity which is affiliated with the Licensee unless specifically included in the term Licensee

1.3 This License Agreement merely permits Licensee to utilize the subject Products in accordance with the terms and conditions provided herein and does not constitute a sale of any title or interest in the Products. County reserves all rights not expressly granted to the Licensee by this License Agreement.

## **2 Assignment**

2.1 The Products are being furnished with all rights reserved by the Counties. Except as otherwise specifically provided herein, the Licensee shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Products in a form substantially similar to that which it is hereby being provided by the County to Licensee to a third party without the expressed written permission of the County.

2.2 Neither this License Agreement nor the rights granted by it shall be assigned or transferred by the Licensee under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void

## **3 Royalties and Payment**

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3.2 Any License fees paid are not in any case refundable.

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## **5 Warranties, Liabilities and Indemnification**

- 5.1 The Licensee understands and acknowledges that the Products are subject to constant change and that its accuracy and completeness cannot be and are not guaranteed by the IGO. The IGO makes no warranties or a guarantee, either expressed or implied, as to the completeness, accuracy, or correctness of the Products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Products for a particular purpose.
- 5.2 The IGO is not responsible for any incidental, consequential, or special damages arising out of the use of the Products provided to the Licensee. The Licensee agrees that the Products shall be used and relied upon only at the sole risk of the Licensee.
- 5.3 The Licensee agrees to indemnify and hold harmless the IGO or Idaho Counties, their officials, officers, employees, contractors from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring,

compiling, collecting, interpreting, producing, using or communicating the Products or information contained therein.

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- 6.1 In the event that the Licensee shall not faithfully perform any and all of the obligations by the Licensee to be performed under this License, the IGO shall have the right to terminate and cancel this License. Cancellation by the IGO shall not release the Licensee from its obligation to pay any fees due herein.
- 6.2 The IGO shall have the right to terminate this Agreement if: (a) Licensee attempts to assign its rights without the written consent of County; (b) if Licensee delivers or attempts to deliver the licensed data to another agency, corporation, or person without the prior written consent of the County.

## **7 Remedies**

- 7.1 In the event of a breach or threatened breach of any of the provisions of this Agreement by the Licensee or any employee, representative or agent of the Licensee, the IGO shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof; but nothing shall preclude the IGO from pursuing any action or other remedy, including for damages, for any breach or threatened breach of this Agreement, all of which shall be cumulative.
- 7.2 In the event that IGO prevails in any such action, the IGO shall be entitled to recover from the Licensee all attorneys' fees incurred in connection therewith.

## **8 Binding**

- 8.1 The Licensee acknowledges that this Agreement has been read and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties and supersedes any oral or written communications or representations relating hereto.
- 8.2 Persons who acknowledges this agreement or for Licensee represent that they are authorized to do so and represent and warrant that this Licensing Agreement is a legal, valid and binding obligation as to Licensee and is enforceable in accordance with its terms.

## **9 Additional Provisions**

- 9.1 Pursuant to Idaho Code 9-348, Licensee understands and agrees that the information provided by the County is not being distributed for use as a mailing list or telephone number list, and no list of persons prepared by County may be used as a mailing list or a telephone list unless such use is expressly permitted by Idaho law.

- 9.2 The IGO shall deliver the licensed data through electronic means.
- 9.3 The Licensee will do or cause to be done all things necessary to preserve its rights and meet its obligations under this License Agreement.
- 9.4 This License Agreement shall be governed by the laws of the State of Idaho. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this License Agreement shall be Idaho.
- 9.5 If any provision of this License Agreement is determined to be invalid or unenforceable, the remaining provisions of the License Agreement shall continue to be valid and enforceable.
- 9.6 The IGO shall in its sole discretion provide or withhold any of the above described Product, and may waive or adjust fees as determined reasonable in any given circumstance.



STATE OF IDAHO

# Idaho Parcel Data Exchange Standard

Part of the Cadastral Theme

Version 1.1

Effective November 26, 2012

Developed by the Parcel Technical Working Group

## Revision History

Established by ITRMC April 27, 2011

Revised by Parcel Workgroup April 2012

Data model updated November 2012

## Contact

Anne Kawalec

Ada County Assessor's Office

208.287.7261

[akawalec@adaweb.net](mailto:akawalec@adaweb.net)

CONTENTS

- 1. **Introduction to the Parcel Data Exchange Standard** ..... 3
  - 1.1. **Mission and Goals of the Standard**..... 3
  - 1.2. **Relationship to Existing Standards** ..... 3
  - 1.3. **Description of the Standard** ..... 4
  - 1.4. **Applicability and Intended Uses** ..... 4
  - 1.5. **Standard Development Process**..... 4
  - 1.6. **Maintenance of the Standard**..... 4
- 2. **Body of the Standard** ..... 5
  - 2.1. **Scope and Content**..... 5
  - 2.2. **Need** ..... 5
  - 2.3. **Participation in the Standard Development** ..... 5
  - 2.4. **Integration with Other Standards** ..... 5
  - 2.5. **Technical and Operation Context**..... 5
    - 2.5.1. **Data Environment**..... 5
    - 2.5.2. **Reference Systems**..... 5
    - 2.5.3. **Global Positioning Systems (GPS)**..... 6
    - 2.5.4. **Interdependence of Themes** ..... 6
    - 2.5.5. **Encoding** ..... 6
    - 2.5.6. **Resolution** ..... 6
    - 2.5.7. **Accuracy** ..... 6
    - 2.5.8. **Edge Matching** ..... 6
    - 2.5.9. **Unique Identifier**..... 6
    - 2.5.10. **Attributes** ..... 6
    - 2.5.11. **Stewardship**..... 6
    - 2.5.12. **Records Management and Archiving**..... 7
    - 2.5.13. **Metadata** ..... 7
- 3. **Data Characteristics** ..... 7
  - 3.1. **Minimum Graphic Data Elements**..... 7
  - 3.2. **Optional Graphic Data Elements**..... 7
  - 3.3. **Minimum Attributes for Public Distribution** ..... 7
  - 3.4. **Additional Attributes for Government Distribution**..... 8
  - 3.5. **Data Quality**..... 10
- Appendix A: References ..... 11
- Appendix B: Glossary ..... 12

## 1. **Introduction to the Parcel Data Exchange Standard**

A statewide Parcel Framework is a critical source of information for resource land management, community and economic development needs, infrastructure maintenance, research and analysis, homeland security, business development, public safety, and more. Many private sector and local, state, and federal government agencies have business needs for Parcel Framework.

A Parcel Framework standard is intended to facilitate integration and sharing of up-to-date parcel data and enhance the dissemination and use of parcel information. This standard does not instruct on how parcel databases are designed for internal use.

This standard was developed by the Parcel Workgroup, a subgroup of the Idaho Cadastral TWG, for The Idaho Map (TIM). This standard will be reviewed on a regular basis and updated as needed.

### 1.1. **Mission and Goals of the Standard**

The Idaho Parcel Data Exchange Standard supports a statewide dataset that is consistent with applicable state and national standards. It establishes the minimum attributes and geospatial database schema for the Parcel Framework. It will communicate with and may have similar attributes to other Idaho Framework data standards. It encourages all Idaho-based agencies with geospatial parcel data to contribute to Parcel Framework.

The Parcel Framework will be appropriately shared and beneficial to all. The fields in the Parcel Data Exchange Standard will be general enough to incorporate basic information without requiring major changes in internal data models. This standard allows for expansion to a more complex data structure and schema.

### 1.2. **Relationship to Existing Standards**

This Parcel Data Exchange Standard relates to existing standards as follows:

*Structures Data Exchange Standard*, Version 0.9, *et seq.*, relates to this standard because structures stand on parcels.

*Cadastral Data Content Standard for the National Spatial Data Infrastructure*, Version 1.4, *et seq.*, provides a definition and structure for cadastral data sharing at all levels of government and the private sector and specifically facilitates participation in the cadastral component of the National Spatial Data Infrastructure.

Neighboring states' parcel standards provide direction for integration of regional parcel data infrastructures.

### **1.3. Description of the Standard**

This standard describes the vision and geospatial data structure of a Parcel Framework in the state of Idaho. This standard is devised to be:

- Simple, easy to understand, and logical
- Uniformly applicable, whenever possible
- Flexible and capable of accommodating future expansions
- Dynamic in terms of continuous review

### **1.4. Applicability and Intended Uses**

This standard applies to the Parcels element of the Cadastral theme of The Idaho Map (TIM).

When implemented, it will enable access to geometry and attribute information about Idaho parcels. It will increase interoperability between automated geographic information systems and enable sharing and efficient transfer of information for aggregation. Further, it will encourage partnerships between government, the private sector, and the public in order to avoid duplication of effort and ensure effective management of information resources. It will help improve parcel data quality as errors are identified and resolved.

This standard does not consider data sharing agreements, contracts, transactions, privacy concerns, or any other issues relating to the acquisition and dissemination of parcel data.

### **1.5. Standard Development Process**

The Parcel Workgroup, a subgroup of the Cadastral TWG, is a voluntary group of private, city, county, tribal, state, and federal representatives. In March 2010, the Parcel Lead called for a few volunteers to begin developing the standard for TIM Parcel Framework. A team of five gathered and began working in April 2010.

The team looked to fellow TIM Framework teams to see what other standards or datasets exist or are currently in development. Two were found at the time: the draft standards for Emergency Service Zones and Structures (both of which are under the Public Safety Framework). These draft standards were used as a reference.

With input from the Parcel TWG and other stakeholders, the Parcel Standard Team wrote this Parcel Data Exchange Standard in the format required by the Idaho Information Technology Resource Management Council (ITRMC) Framework Standards Development Policy (P5030). Several iterations and a comment period ensued. The standard was presented at the Idaho Geospatial Forum in October 2010. Idaho Geospatial Council Executive Committee approved it in February 2011, and ITRMC established it at its April meeting.

### **1.6. Maintenance of the Standard**

This standard will be revised as needed and in accordance with the ITRMC Framework Standards Development Policy (P5030).

## 2. **Body of the Standard**

### 2.1. **Scope and Content**

The scope of the Parcel Data Exchange Standard is to describe a statewide layer which identifies the physical locations and attributes of parcels in Idaho. This standard describes two framework representations, one for public distribution with limited attributes, and a second with additional attributes for governments only. This approach addresses concerns regarding privacy and related issues.

### 2.2. **Need**

Parcels are a key dataset needed for resource land managers, community and business development needs, infrastructure maintenance, research, homeland security, public safety, and more. This standard provides the foundation to aggregate parcel data for centralized access and stewardship information.

### 2.3. **Participation in the Standard Development**

The development of the Parcel Data Exchange Standard adheres to the ITRMC Framework Standards Development Policy (P5030). The Parcel Standard Team tasked with developing this standard represents private, county, state, and federal organizations. As the standard is reviewed in accordance with Policy P5030 requirements, there will be opportunity for broad participation and input by stakeholders in the development of this standard. The process will be equally broad for input on updates and enhancements to the standard. As with all Idaho Framework standards, public review and comments on the Parcel Data Exchange Standard is encouraged.

### 2.4. **Integration with Other Standards**

The Parcel Data Exchange Standard follows the same format as other Idaho geospatial framework data standards. The parcel standard may contain some of the same attributes as other framework standards and may adopt the field name, definition, and domain from the other standards to promote consistency.

### 2.5. **Technical and Operation Context**

#### 2.5.1. **Data Environment**

The data environment is a digital model, containing closed vector polygons with a specific, standardized set of attributes pertinent to the Parcel Framework. Parcel data shared under this standard must be in a format supporting closed vector polygons.

#### 2.5.2. **Reference Systems**

The Parcel Framework will be published in the Idaho Transverse Mercator (IDTM) NAD83 coordinate system, which is the State of Idaho's single-zone coordinate system.

Data is not required to be submitted in the ITDM coordinate system but must have a defined coordinate system clearly described in the metadata.

#### **2.5.3. Global Positioning Systems (GPS)**

Some data provided might contain geometry from GPS methods, and the provided metadata should describe this, if applicable. However, geometry from a GPS is not required to meet this standard.

#### **2.5.4. Interdependence of Themes**

Parcel geometry may be coincident with other framework data, such as cadastral reference, hydrography, roads, and structures. At this time there is no enforcement of coincidence or topology relationships between Parcel Framework and other Idaho Framework elements.

#### **2.5.5. Encoding**

When data is imported into and exported from the Parcel Framework, encoding will take place to convert data formats and attributes.

#### **2.5.6. Resolution**

No specific requirements for resolution are specified in this standard. Resolution will be documented in the metadata.

#### **2.5.7. Accuracy**

No specific requirements for accuracy are specified in this standard. Accuracy will be documented in the metadata.

#### **2.5.8. Edge Matching**

No edge matching between jurisdictions is required.

#### **2.5.9. Unique Identifier**

There is no requirement for a permanent unique identifier specific to each parcel feature. However, one may be assigned.

#### **2.5.10. Attributes**

Attributes for public and intergovernmental distribution are described in Section 3 of this standard.

#### **2.5.11. Stewardship**

Perpetual maintenance and other aspects of lifecycle management are essential to Parcel Framework. Details of stewards, their roles and responsibilities, and processes are set forth in a Parcel Framework Stewardship Plan and related documents.

### 2.5.12. Records Management and Archiving

Details of records management and archiving for Parcel Framework are set forth in a Parcel Framework Stewardship Plan and related documents.

### 2.5.13. Metadata

The Parcel Framework metadata will describe the methods used to aggregate the individual parcel data contributions, processes or crosswalks performed, definition of attributes, and other required information. This metadata will conform to metadata standards of the State of Idaho (<http://itrmc.idaho.gov/resources.html#standards>) and accompany any files exchanged under this Standard.

## 3. Data Characteristics

### 3.1. Minimum Graphic Data Elements

The geometry of the features in Parcel Framework is closed vector polygons.

### 3.2. Optional Graphic Data Elements

Not applicable.

### 3.3. Minimum Attributes for Public Distribution

The following attributes are established for public and government distribution.

Field Name	Data Type	Length	Description	Examples
PARCEL_ID	Text	50	The unique identifier for that parcel as used by the source.	R3085100110
STEWARD	Text	20	The source that created the polygon and can answer questions about the history, geometry and attribution of it.	Canyon County
UPDATED	Date		The date shared	5/5/2012
MODIFIED	Date		The date that the polygon geometry was last edited	1/1/1998
WEBSITE	Text	255	The URL for a public internet site for further information, if available.	<a href="http://id-canyon-assessor.governmaxa.com/propertymax/rover30.asp">http://id-canyon-assessor.governmaxa.com/propertymax/rover30.asp</a>
FIPS	Text	5	The Federal Information Processing Standards (FIPS) code for state and county.	16027
ASR_ACRES	Double	Prec.: 12 Scale: 3	Acreage as determined by deed or other instrument that describes the outside of a parcel	10.208

### 3.4. Additional Attributes for Government Distribution

The following attributes are established for government distribution only.

Field Name	Data Type	Length	Description	Examples
OWNER1	Text	100	Owner of Parcel	John Smith
OWNER2	Text	100	Additional owner of parcel	Mary Smith
MAIL_ADD1	Text	100	Mailing address of owner	1234 S Paper Road
MAIL_ADD2	Text	100	Additional mailing address of owner	Apt 5C
MAIL_CITY	Text	100	Mailing city of owner	Anaktuvuk Pass
MAIL_STATE	Text	2	Mailing state of owner	AK
MAIL_ZIP	Text	10	Mailing U.S. zip code of owner	99721-0000
MAIL_CNTRY	Text	100	Mailing country of owner	USA
SITE_ADD	Text	100	Site address of property	6789 W Stapler Ave
SITE_CITY	Text	100	City of property	Nampa
SITE_ZIP	Text	10	Zip code of property	83653-0000
CATEGORY1	Text	5	Categories of property used for assessment and taxation	11
C1_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	5.25 (leave NULL when acres are unknown or if category is not a land category)
C1_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	10,000
CATEGORY2	Text	5	Categories of property used for assessment and taxation	12
C2_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	1
C2_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	5,000
CATEGORY3	Text	5	Categories of property used for assessment and taxation	33
C3_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	
C3_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	80,000
CATEGORY4	Text	5	Categories of property used for assessment and taxation	
C4_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	

C4_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY5	Text	5	Categories of property used for assessment and taxation	
C5_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	
C5_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY6	Text	5	Categories of property used for assessment and taxation	
C6_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	
C6_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY7	Text	5	Categories of property used for assessment and taxation	
C7_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	
C7_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY8	Text	5	Categories of property used for assessment and taxation	
C8_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	
C8_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY9	Text	5	Categories of property used for assessment and taxation	
C9_ACRES	Double	Prec.:12 Scale:3	Number of acres assessed for the property code listed above	
C9_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
ZONING	Text	50	Zoning category	RSW
DESC1	Text	512	Property description	PAR #9300 of 2SE4
DESC2	Text	256	Property description	SEC26 3N 1E
DESC3	Text	256	Property description	#449100-S
DESC4	Text	256	Property description	
DESC5	Text	256	Property description	
SUBDIV	Text	256	Subdivision name	Happy Valley
TOT_VALUE	Long Integer		Total assessed property value	100,000

Field Name	Data Type	Length	Description	Examples
TOT_VALUE	Integer	TBD	Total assessed property value	100,000

### 3.5. Data Quality

Data quality considerations for parcels include:

- a) All parcels should have Parcel IDs.
- b) All parcel polygons should close.

## Appendix A: References

Idaho Geospatial Council Executive Committee, Public Safety Technical Working Group, November 2010. *Structures Data Exchange Standard*, Version 0.9. Internet. <http://gis.idaho.gov/portal>

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Federal Geographic Data Committee (FGDC), Subcommittee on Cadastral Data, September 2007. *State Stewardship for Parcel Data*. Internet. [http://www.ncgicc.com/Portals/3/documents/StateStewardship\\_CadastralData\\_%20Sept2007.pdf](http://www.ncgicc.com/Portals/3/documents/StateStewardship_CadastralData_%20Sept2007.pdf)

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Information Technology Resource Management Council (ITRMC). *Information and Data Policy P5000, Category: P5030 Framework Standards Development Policy*. <http://itrmc.idaho.gov/psg/p5030.pdf>

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## **Appendix B: Glossary**

**Data Customer:** anyone who uses Parcel Framework. This includes public citizens, private businesses, educational institutions, non-profit organizations, and government agencies at all levels. Idaho Parcel Standard Team.

**Framework:** statewide base map datasets identified and described in the Strategic and Business Plans for Development and Deployment of Idaho's Spatial Data Infrastructure (<http://gis.idaho.gov/portal/IGO/stratplan.htm>) and depicted in the Framework Diagram ([http://gis.idaho.gov/portal/framework/Framework\\_index.htm](http://gis.idaho.gov/portal/framework/Framework_index.htm)). ITRMC P5030.

**Parcel:** a single cadastral unit which is the spatial extent of the current rights and interests in real property. Properties sold as single entities may be divided into multiple parcels for assessment when they fall into multiple taxing entities such as school or fire districts. Idaho Parcel Standard Team.

**Parcel Data Exchange Standard:** this document which describes the vision, minimum attributes, and geospatial database schema for TIM Parcel Framework. Idaho Parcel Standard Team.

**Parcel Framework:** a statewide parcel layer, stored as polygons, made up of parcel data provided by Idaho-based agencies. Idaho Parcel Standard Team.

**Parcel Framework Stewardship Plan:** a document associated with the Parcel Data Exchange Standard governing the life cycle management of the Parcel Framework element. Idaho Parcel Standard Team.

4.22.14 This describes the equity/merit matrix adopted last year. - mel

## EQUITY ADJUSTMENTS & MERIT RAISES FOR FY 2014

1. SALARY SCHEDULE. A 1% market adjustment was made to the County's Salary Schedule for Fiscal Year 2014. This adjustment did not provide automatic salary increases for any employee.
2. EQUITY RAISES. The FY 2014 budget includes equity raises for 13 employees to get them up to the 86% rate. It also includes equity raises to get 26 employees up to the 91% (Proficient) rate because they have worked at their current pay grade for at least two years.
  - a. There were no equity raises for Elected Officials; and
  - b. Equity raises were only given if approved by the Supervisor.
3. Employees receiving equity raises to reach 86% of the market rate were eligible for maximum merit raises of 25 cents per hour;
4. No merit raises for employees receiving equity raises to reach 91% of the market rate unless the combined merit plus equity raise was 50 cents per hour or less;
5. MERIT RAISES. Merit raise requests were evaluated using the following guidelines:
  - a. Employees receiving equity raises to reach 86% of the market rate were eligible for maximum merit raises of 25 cents per hour;
  - b. No merit raises for employees receiving equity raises to reach 91% of the market rate unless the combined merit plus equity raise was 50 cents per hour or less;
  - c. Maximum merit raise of 50 cents per hour for employees receiving no equity raise;
  - d. Maximum merit raise of 25 cents per hour for employees currently earning 100% or more of the market rate; and
  - e. No merit raises for employees with less than one year of employment at current pay grade as of 12-31-13.
  - f. Exception: Since there is significant market competition for equipment operators, Road & Bridge employees were eligible for merit raises greater than the amounts specified above.
6. IN SUMMARY, the County has:
  - 71 regular employees (*year-round, full- & part-time*)
  - 18 will receive no raises in FY 2014 (*including 9 county elected officials*)
  - 40 will receive equity raises to reach 86% or 91% of market
  - 24 will receive merit raises awarded per the guidelines above  
(*12 of those will also receive equity raises*)

*The total of all raises is about \$82,000 (\$61,000 for equity and \$21,000 for merit).*

*These raises will represent 2.8% of the county's gross payroll for FY 2014.*

## Mary Lou Hansen

---

**Subject:** FW: Teton County merit raises for FY 2015?

**From:** Andrea Fogleman [<mailto:eafog@msn.com>]  
**Sent:** Tuesday, April 22, 2014 08:10 AM  
**To:** Mary Lou Hansen  
**Cc:** Bonnie Brazier  
**Subject:** Re: Teton County merit raises for FY 2015?

4-22-14 BDPA consultant email  
Re Allocating salary increases  
to EODH. Do you want to  
discuss changes for FY2015?  
-mlh

Hi Mary Lou:

Many counties allocate the salary budget dollars to each elected official/DH for distribution. Sometimes it's an equal percentage to all such as 2% of their salary dollars (we often hear complaints about this from the small departments that only have a couple people....because they get less \$\$ to spread around so everyone gets the same thing as opposed to rewarding performance). However, it is probably the only "equal" way to do it. We've also seen the money allocated by the department's comparatio...so those departments that have employees lower in the range get a higher percentage. For example, if 2% is the budget number, a department that has a compa-ratio of 100% says that most employees are at or near the market rate so they would get 2%. If the dept. comparatio is 92%, most employees are low in their salary range so that dept. may get 3.5%. If the department comparatio is 105%, most employees are high in the range so they would get 1 or 1.5%.

If you want to calculate a department comparatio average the current pay rates of all employees in that department; then average the market rate for all their appropriate pay ranges; then divide the average pay rate by the average market rate and you will get a percentage...that's the comparatio. The calculation is "salary divided by market".

I'm just finishing up on the annual report for the NWDE. It should be delivered to your inbox by tomorrow. Then we'll work on the customized report that will likely be completed by the first couple weeks in June (at least that's the goal!).

Andrea

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

**From:** [Mary Lou Hansen](#)  
**To:** [Andrea Fogleman](#)  
**Cc:** [Bonnie Brazier](#)  
**Sent:** Monday, April 21, 2014 11:00 AM  
**Subject:** Teton County merit raises for FY 2015?

Andrea: Good morning! The commissioners may want to simply allocate \$xx to each elected official/department head and let those EODH distribute merit raises as they see fit. Would you have any suggestions regarding how to do this most fairly?

I'm also wondering when the NW Data Exchange salary info will be available?

Thanks,

*Mary Lou*

---

Mary Lou Hansen  
Teton County Clerk  
208-354-8771



**FREMONT COUNTY**  
Employee Performance Review

*this could be  
re-formatted to  
fit onto 1 page -  
ML*

EMPLOYEE INFORMATION	
Name	Employee ID
Job Title	Date
Department	Manager
Review Period	to

RATINGS	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
<b>Job Knowledge</b>	<input type="checkbox"/>				
<i>Comments</i>					
<b>Work Quality</b>	<input type="checkbox"/>				
<i>Comments</i>					
<b>Attendance/Punctuality</b>	<input type="checkbox"/>				
<i>Comments</i>					
<b>Initiative</b>	<input type="checkbox"/>				
<i>Comments</i>					
<b>Communication/Listening Skills</b>	<input type="checkbox"/>				
<i>Comments</i>					
<b>Dependability</b>	<input type="checkbox"/>				
<i>Comments</i>					
<b>Overall Rating</b> (average the rating numbers above)					

EVALUATION
ADDITIONAL COMMENTS
GOALS

VERIFICATION OF REVIEW
------------------------

**EMPLOYEE INFORMATION**

Name	Employee ID
Job Title	Date
Department	Manager
Review Period	to
<i>By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.</i>	
Employee Signature	Date
Manager Signature	Date

# Teton County ID Employee Performance Review

## Self and Supervisor Assessments

4-22-14  
This is the  
County's current  
evaluation form.  
How about replacing  
it with the  
Fremont Co.  
Form? -ML

Employee Name: \_\_\_\_\_ Review Period\*: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Department: \_\_\_\_\_  
Supervisor's Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Performance Appraisal Meeting scheduled for: \_\_\_\_\_  
(date, time, and location)

**Employee Instructions:** (please attach additional paper for comments if needed)

1. Please complete and return this self-evaluation to your supervisor by \_\_\_\_\_.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of your progress and accomplishments.

**Supervisor Instructions:** (please attach additional paper for comments if needed)

1. Please review employee self-assessment and add supervisor comments.
2. Please complete Supervisory Rating (Question 7, page 3).
3. Conduct performance appraisal meeting with employee and update job description as necessary.
4. Return all forms to Department Head or Elected Official immediately following appraisal meeting.

\*Please review performance since date of hire or since most recent evaluation.

**Purpose:** The purpose of this appraisal form is to encourage communication between supervisor and employee during the performance appraisal process. The employee shall complete the "self-appraisal form" prior to the performance appraisal meeting.

**Job Descriptions:** Supervisor and employee should review the employee's current job description for accuracy. Be prepared to discuss the job description, including any suggested changes, during the performance appraisal meeting.

**Note:** Updates to Job Descriptions require approval through the Department Head and/or Elected Official. If updates are made, please forward the information to the Human Resources Clerk. The supervisor will be given an updated copy when it is approved, and will be expected to communicate any changes with the employee.

**Evaluation period:** Performance Reviews for Teton County employees shall be completed every 6 months during the first year of employment and annually thereafter. More frequent reviews are at the discretion of the Department Head.

**Instructions:** Complete this form as accurately and honestly as possible.

Think about the employee's performance throughout the entire review period, not just the most recent performance. Use this form to outline where the employee was at the beginning of the review period, where they are now, and to set goals and objectives for the coming review period. Additional sheets may be attached if necessary.

## **Employee Self-Assessment**

1. List your most significant accomplishments or contributions. What strengths do you bring to Teton County?

(1) Supervisor Comments:

2. Have you successfully performed any new tasks or additional duties outside the scope of your regular job responsibilities? If so, please specify.

(2) Supervisor Comments:

3. As a team member of Teton County government, how have you contributed to making this a better organization?

(3) Supervisor Comments:

4. Describe areas you feel could be improved in terms of your professional capabilities. List the steps you plan to take and/or the resources you need to accomplish this.

(4) Supervisor Comments:

5. State two specific job goals for the coming year and indicate how and when you plan to accomplish them.

1.

2.

(5) Supervisor Comments:

6. What are your ideas for improving Teton County's employee satisfaction and retention?

7. Evaluate yourself on all factors that apply to you, or indicate N/A.

**Rating Scale:**        **3-Very Competent or High Level**  
                               **2-Meets Expectations**  
                               **1-Needs Improvement**

Category	Self Rating	Supervisory Rating	Other Supervisory Rating
a. Technical Skills (job/discipline area specific)			
b. Technical Knowledge (up-to-date on industry news, articles, best practices)			
c. Quality of Work Product (comprehensive, accurate, timely, etc.)			
d. Utilization or Productivity			
e. Project Management Skills			
f. Public Relationship Skills			
g. Time Management and Organizational Skills			
h. Interpersonal Skills (positive attitude, ability to get along with co-workers/public, etc.)			
i. Communication Skills – Verbal/Written (proposals/reports, letters, memos, etc.)			
j. Innovation or Creativity			
k. Collaboration/Teamwork/Mentoring Skills			
l. Employee Policies (knowledgeable of/compliant with Teton County policies and procedures)			
m. Leadership/Management Skills			
n. Professionalism (punctuality, attendance, conduct, responsiveness and follow-through)			
<b>o. OVERALL</b>			

**WHAT CAN YOUR SUPERVISOR &/or ELECTED OFFICIALS DO TO HELP IN YOUR PROFESSIONAL DEVELOPMENT:**

8. Please comment on factors contributing to your professional development during this evaluation period: offsite seminars/classes, onsite training, coaching or mentoring, on-the-job experience, better exposure to challenging projects, other – please describe.

A. In what areas do you feel that you need added support, guidance, structure and direction?

B. What can your supervisor and/or elected officials do to ensure that you are fulfilling your career goals by building a solid portfolio of skills?

(8) Supervisor Comments

**Thank you for taking the time to complete the Employee Performance Review Self Assessment.**

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Supervisor Summary or Additional Comments:

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Note: This employee signature only indicates receipt of the review; not agreement*



**TETON VALLEY  
HEALTH CARE**

*Your Healthcare — Elevated*  
120 East Howard Avenue, Driggs, Idaho 83422  
208-354-2383 www.tvhcare.org

April 21, 2014

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

RE: 2014 Calendar Q1 Hospital Lease / Report to Lessor

Teton County Commissioners,

Pursuant to the Hospital Lease Agreement as commenced January 1, 2013 between Teton County, Idaho and Teton Valley Health Care, Inc. (TVHC), enclosed please find the following documents and updates:

**Article 4 / Operation and Use of Hospital**

**4.1) Reports to Lessor:**

- o Balance Sheet
- o Cash Flow Statement
- o Income Statement

**Article 4.18 / Incurrence of Indebtedness**

No indebtedness as defined by the Lease has occurred in this quarter.

**Liquid Asset Transfer Agreement**

**Schedule 2 / Payment #1:**

Installment payment due in the amount of \$70,000 was released to Teton County by the April 1, 2014 due date.

**Schedule 2 / Payment #2:**

There were no "Excess of Operating Revenues over Expenses" reported for fiscal year 2013. As such no payment was due nor remitted.

We sincerely appreciate the opportunity to deliver quality health care to the community and visitors of Teton County, Idaho. Please direct inquiries to Traci Prenot, CFO @ 354-6340 or via email [tprenot@tvhcare.org](mailto:tprenot@tvhcare.org).

Sincerely,

Traci L. Prenot, CFO

**TETON VALLEY HEALTH CARE, INC.**  
**COMPARATIVE BALANCE SHEET**  
**CALENDAR 2014 QTR 1**

<b>ASSETS</b>	<b>March 2014</b>	<b>March 2013</b>	<b>Variance</b>
<b>Current Assets</b>			
Cash & Cash Equivalents	\$ 3,142,458	\$ 2,311,069	\$ 831,389
Restricted Cash	1,181,782	886,776	295,006
ST Investments 1 Yr TCD	168,243	162,903	5,340
<b>Receivables</b>			
Patient Receivables, Net of Estimated Reserves	1,913,050	1,884,051	28,999
Estimated Third-Party Payor Settlements	170,000	276,000	(106,000)
Other Receivable/Unrestricted Tax Levy	57,311	62,716	(5,405)
Capital Tax Levy	42,528	91,909	(49,381)
Supplies Inventory	745,053	642,178	102,875
Prepaid Expenses	115,845	204,161	(88,316)
<b>Total Current Assets</b>	<b>7,536,270</b>	<b>6,521,763</b>	<b>1,014,507</b>
<b>Noncurrent Assets</b>			
Capital Contribution	32,000	0	32,000
Deferred Financing Costs	0	0	0
Net pension benefit	0	0	0
Capital Assets, Net	2,229,347	2,551,349	(322,002)
LT Investment 2- 5 Yr TCD's	534,171	697,274	(163,103)
<b>Total Noncurrent Assets</b>	<b>2,795,518</b>	<b>3,248,623</b>	<b>(453,105)</b>
<b>Total Assets</b>	<b>\$ 10,331,788</b>	<b>\$ 9,770,386</b>	<b>\$ 561,402</b>
<b>LIABILITIES AND NET ASSETS</b>			
<b>Current Liabilities</b>			
Accounts Payable & Accrued Expenses	\$ 245,025	\$ 265,027	\$ (20,002)
Accrued Salaries & Benefits	982,025	878,101	103,924
Accrued Interest Payable	1,023	1,257	(234)
Estimated Third-Party Payor Settlements	119,000	0	119,000
Deferred Tax Levy Revenue	0	0	0
Current Maturities Bond	0	0	-
Current Maturities of Capital Lease Obligations	11,957	11,555	402
<b>Total current Liabilities</b>	<b>1,359,030</b>	<b>1,155,940</b>	<b>203,090</b>
<b>Noncurrent Liabilities</b>			
Note Payable	655,444	832,687	(177,243)
Long-term Debt Less Current Maturities.	0	0	0
Capital Lease Obligations Less Current Maturities	38,428	50,385	(11,957)
Net Pension Obligation	26,809	209,096	(182,287)
<b>Total Noncurrent Liabilities</b>	<b>720,681</b>	<b>1,092,168</b>	<b>(371,487)</b>
<b>Net assets</b>			
Invested in capital assets, net of related debt	1,471,314	1,891,199	(419,885)
Restricted for capital acquisition	1,256,310	978,685	277,625
Unrestricted	5,524,453	4,652,394	872,059
<b>Total Net Assets</b>	<b>8,252,077</b>	<b>7,522,278</b>	<b>729,799</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 10,331,788</b>	<b>\$ 9,770,386</b>	<b>\$ 561,402</b>
Current Ratio:	5.5	5.6	

Change in Net Assets			\$ 729,799
<b>Cash flows from Operating Activities:</b>			
Add (deduct) to reconcile net income to net cash flow:			
Depreciation & Amortization	\$	127,162	
Changes in Accounts Receivable		82,406	
Changes in Capital Levy Receivable		49,381	
Changes in Inventory		(102,875)	
Changes in Prepaid Expenses		88,316	
Changes in Accounts Payable & Accrued Expenses		(20,002)	
Changes in Accrued Salaries & Benefits		103,924	
Changes in Interest Payable		(234)	
Changes in Third-Party Payor Liability		119,000	
Changes in Deferred Tax Levy		-	
Changes in net pension		(182,287)	
Changes in Current Debt		402	
Net cash inflow from Operating Activities			265,193
<b>Cash flow from Capital &amp; Investing Activities:</b>			
Capital Expenditures		194,840	
Change in Capital Contributions from Foundation		(32,000)	
Change in Investments (short & long term)		157,763	
Deferred financing costs		-	
Net cash outflow from Investing Activities			320,603
<b>Cash flow from Financing Activities</b>			
Principal paid on long-term debt		-	
Principal paid on Note Payable		(177,243)	
Principal paid on capital lease obligations		(11,957)	
Net cash outflow from Financing Activities			(189,200)
<b>Net Increase (decrease) in cash during period</b>			<u>\$ 1,126,395</u>
Cash Balance start of period (unrestricted and restricted)	3/31/2013	3,197,845	
Cash Balance end of period (unrestricted and restricted)	3/31/2014	4,324,240	
<b>Net Increase (decrease) in cash during period</b>			<u>\$ 1,126,395</u> (0)

**Teton Valley Health Care, Inc.**  
**STATEMENT OF REVENUES & EXPENSES**  
**QUARTER 1**  
**CALENDAR YEAR 2014**

	Q1 2014 Actual	Q1 2013 Actual	Q1 Variance
<b>Patient Revenue:</b>			
Clinic Revenue	859,507	852,856	6,651
In-Patient Revenue	531,850	225,929	305,921
Out-Patient Revenue	<u>2,656,721</u>	<u>2,723,442</u>	<u>(66,721)</u>
<b>Gross Patient Revenue</b>	4,048,078	3,802,227	245,851
<b>Deductions from Revenue:</b>			
Contractual Allowances	684,699	637,296	(47,403)
Charity Care	32,067	41,061	8,994
Bad Debt	<u>271,202</u>	<u>206,471</u>	<u>(64,731)</u>
<b>Total Deductions from Revenue</b>	987,968	884,828	(103,140)
<b>Net Patient Revenue</b>	3,060,110	2,917,399	142,711
Other Revenue	62,796	21,744	41,052
Teton County Ambulance District contract	<u>112,599</u>	<u>111,327</u>	<u>1,272</u>
	175,395	133,071	42,324
<b>Total Net Revenue</b>	3,235,505	3,050,470	185,035
<b>Operating Expenses</b>			
Salaries	1,783,304	1,639,822	(143,482)
Benefits	241,424	381,808	140,384
Supplies/Minor Equipment	408,604	234,873	(173,731)
Contracted Services	324,680	310,992	(13,688)
Physician Services	125,244	118,693	(6,551)
Utilities & Telephone	62,011	37,634	(24,377)
Maintenance & Repairs	74,103	62,136	(11,967)
Insurance	28,334	30,050	1,716
Depreciation & Amortization	127,162	136,205	9,043
Other Expense	<u>264,497</u>	<u>188,463</u>	<u>(76,034)</u>
<b>Total Expenses</b>	3,439,363	3,140,676	(298,687)
<b>Operating Income</b>	(203,858)	(90,206)	(113,652)
<b>Non Operating Revenue &amp; Expense</b>			
Interest income	3,711	1,593	2,118
Interest Expense	(5,049)	(12,140)	7,091
Grants/Noncapital Contributions from TVHF	18,435	3,116	15,319
Grants/Noncapital Contribution to TVHC	0	0	0
Teton County Tax Levy	4,560	9,609	(5,049)
Gain (loss) disposal of capital assets	0	0	0
<b>Total Non Operating Income</b>	21,657	2,178	19,479
<b>Excess of Revenue over Expenses</b>	<u>(182,201)</u>	<u>(88,028)</u>	<u>(94,173)</u>
Grants/Capital Grants from TVHF	5,000	0	5,000
Grants/Capital Contributions to TVHC	<u>125,000</u>	0	<u>125,000</u>
	<u>(52,201)</u>	<u>(88,028)</u>	<u>35,827</u>
Excess Revenue over Expense Margin	-5.6%	-2.9%	
Change in Net Asset Margin	-1.6%	-2.9%	