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Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1, Chair), Jeff Hough (District 2), and John Crowder (District 3). The BOCC generally meets twice a week: regular business meetings are on **Tuesdays at 9:00 a.m.** and work sessions are on **Thursdays at 9:15 a.m.** Meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho, unless otherwise noted. During these meetings, the BOCC may: approve contracts, expend funds, hear testimony, make decisions on land use cases and take care of other County matters, and are open to the public. Times subject to change within 15 minutes of stated time.

Tuesday, October 10, 2023

9:00 AM Regular Business Meeting (action items)

BOARD OF COMMISSIONERS

MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Ryan Belnap, Human Resources/Risk Management Director, discussion of updates to the internship agreement with Idaho State University (action item)
- Kristi Klauser, Comptroller, reporting to Commission regarding Unemployment Billing for quarter 3 2023. This may require an executive session to report on records exempt from disclosure Idaho Code §74-206(d) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution 2023-85 Approving September 2023 Salaries

Resolution 2023-86 Approving September 2023 Alcohol Licenses

LETTERS AND NOTICES (action items):

Public Hearing Notice – Vacation of Road – Two and a half Mile Road

Public Hearing Notice – Vacation of Road – Sunnygate Subdivision

SIGNATURE ONLY (action items):

FY24 Contract Law Enforcement Contract – City of McCammon

FY24 Contract Law Enforcement Contract – City of Arimo

FY24 Contract Law Enforcement Contract – City of Downey

FY24 Contract Law Enforcement Contract – City of Lava Hot Springs

August 2023 Commissioner Proceedings

CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Minutes: Approval of minutes for September 14, 19, 21, 28, and October 3, 2023 and certification of said minutes

BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Ryan Belnap

Department:

Human Resources

Requestor Email:

ryanb@bannockcounty.gov

Item(s) to be considered:

Updates to the internship agreement with Idaho State University.

Date of meeting being requested: Time requested:

10/10/2023

10 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

Agreement

List of additional attendees:

Ryan Belnap



Career Path Internship Agreement Off-Site Work: Government Entity

This Career Path Internship Agreement ("Agreement") between Idaho State University, on behalf of its Career Path Internship Program, located at 921 S. 8th Ave., Stop 8108, Pocatello, ID 83209 (the "Program") and _____ located at _____ (the "Work Site") (each individually, a "Party," and collectively, the "Parties"), takes effect on _____ ("Effective Date").

Background

- ISU provides opportunities for students to work as interns in positions concomitant with their academic and professional interests.
- The Career Path Internship Program was developed to enhance student success by giving students hands-on experience to enhance their job readiness skills.
- Students are encouraged to hold off-campus internship positions to gain a paraprofessional experience that they may not otherwise have.

Agreement

In consideration of the promises and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by ISU and the Work Site, the Parties mutually agree as follows:

1. Duties and Responsibilities of ISU:

- 1.1. ISU will organize and coordinate the student internship program, which will provide ISU students with internship positions with the Work Site.
- 1.2. ISU will certify the academic eligibility of students registering for internship positions. Each student intern will have the educational background and skills required and will meet departmental requirements for participation. ISU does not guarantee completion of the internship by the student intern nor the quality of work of the student intern.
- 1.3. ISU will designate a faculty supervisor for each student intern. The faculty supervisor shall serve as a liaison to better foster communication, expectations, and cooperative efforts between the Parties.
- 1.4. ISU is a governmental entity and as such, maintains coverage through the State of
 - 1.4.1. Idaho's Risk Management Division Self-retained Risk Program (see Idaho Tort Claims Act, §6-901 - §6-929).
- 1.5. ISU represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.
- 1.6. ISU agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. ISU agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.



2. Duties and Responsibilities of the Work Site:

- 2.1. Work Site agrees to prepare a position description that specifies the duties and responsibilities of the position so that ISU can determine the suitability of the students to the position and to determine the suitability of the internship for academic credit.
- 2.2. Work Site agrees to provide each student intern workspace and resources sufficient for the student intern to complete all internship assignments. Work Site shall give each student intern an opportunity to perform a variety of tasks within the position description in order for the student intern to acquire and practice various skills.
- 2.3. Work Site agrees to provide all necessary work orientation, training, supervision, and evaluations. Work Site will provide a safe work environment and adhere to all applicable laws and regulations.
- 2.4. Work Site agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Work Site agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
- 2.5. Work Site agrees to keep an accurate account of each hour that a student has worked and provide such records upon ISU's request.
- 2.6. Work Site agrees to designate an individual who will serve as the liaison with ISU and each student intern.
- 2.7. Work Site represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.

3. General Terms and Conditions:

- 3.1. Either Party can terminate this Agreement by giving thirty (30) days' notice in writing. Should the Work Site wish to terminate this Agreement prior to the completion of the semester term, any student intern(s) shall have the opportunity to complete their internship.
- 3.2. Either Party can require the withdrawal or dismissal of any student intern if his/her performance record or conduct does not justify continuance.
- 3.3. Any notice required or permitted to be given under this Agreement is sufficient if made in writing and sent by first class mail, postage prepaid, to the address of the other party as set forth below or other address that the parties may later designate in writing.

<u>Program Notification Address:</u>	<u>Facility Notification Address:</u>
Idaho State University	Contact Name:
General Counsel	Contact Title:
921 S. 8 th Ave., Stop 8410	Street Address:
Pocatello, ID 83209-8410	City/Town:

- 3.4. The laws of the State of Idaho will govern the validity of this agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Bannock County.
- 3.5. Neither Party shall assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason or no reason at all.



- 3.6. The failure by any Party to insist upon the strict performance of any term or condition of this Agreement, or to exercise any rights or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such, or any other, term or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- 3.7. Each Party is an independent party and shall not be considered, nor represent itself as, a joint venture, partner, or agent of the other Party. This Agreement shall not create any rights in or inure to the benefit of any third-parties other than the student interns.
- 3.8. This Agreement supersedes any other document, or other oral or written understanding that the Parties may have negotiated. This Agreement may only be modified by a writing signed by both Parties.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.

Signed:

Career Path Internship Program

Facility:

IDAHO STATE UNIVERSITY

By: 
Dr. Craig M. Chatriand
VP for Student Affairs

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Agreement invalid unless signed by all required parties

BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 83201
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ERNIE MOSER
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Business Meeting Agenda Request Form

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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Report to the Commission re: unemployment billing for Q3 2023. This may require executive session to report on records exempt from disclosure IC 74-206(d).

Date of meeting being requested: Time requested:

10/10/2023

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

List of additional attendees:

In the Matter of APPROVING
SEPTEMBER 2023 SALARIES)

R.S. No. 2023-85
October 10, 2023

RESOLUTION

WHEREAS, salary approval forms, for the month of September 2023, have been submitted for approval by the Board of County Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the following salaries are approved by the Board:

Date Approved	Name – Reason for Change Department – Position	Salary & Effective Date
09/07/2023	Aaron Cleveland – Replacement for Shane Winward Appraisal Department – Property Appraiser Trainee	\$18.92/Hr. 09/11/2023
09/07/2023	Dana Harris – Replacement for Randy Hobson Commercial Department – Commercial Appraiser	\$26.54/Hr. 09/11/2023
09/07/2023	Kami Brown – Replacement for Dana Harris Appraisal – Property Appraiser Trainee	\$18.92/Hr. 09/11/2023
09/19/2023	Jason Stanley – Prosecutors – Deputy Prosecutor	\$2,699.20/Biweekly 9/25/2023
09/21/2023	Richard Dalton Cox – Replacement for Matthew Au’Court Jail – Deputy Detention Division	\$21.66/Hr. 9/25/2023
09/21/2023	Brian Nicholson – Replacement for Ulan Gregory Adult Probation & Pretrial – Probation Officer	\$21.88/Hr. 10/01/2023
09/21/2023	John Walz – GIS – GIS Technician	\$19.38/Hr. 10/02/2023
09/28/2023	Jason Stanley – Step & 1% Cola Prosecutor – Deputy Prosecuting Attorney	\$2,764.00/Biweekly 10/01/2023
09/28/2023	Lois Gaudet Brandt – Replacement for Dawn Ford Sheriff – P/T Driver’s License Tech	\$16.72/Hr. 10/10/2023
09/28/2023	Joseph Andrew Stoesz – Replacement for Tayson Bullock Jail – Deputy Detention Division	\$21.88/Hr. 10/10/2023
09/28/2023	Samuel Anderson – Replacement for Albert Luce Jail – Corporal Detention Division	\$25.25/Hr. 10/07/2023

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

John Crowder, Member

Jeff Hough, Member

ATTEST: _____
Jason C. Dixon, Clerk

In the Matter of APPROVING)
SEPTEMBER 2023 ALCOHOL LICENSES)

R.S. No. 2023-86
 October 10, 2023

RESOLUTION

WHEREAS, in the month of September 2023, the following have applied for the following licenses and have been issued permits by the District Health Department and do not have any disqualifications;

NOW, THEREFORE, BE IT RESOLVED that the following applications for September 2023 licenses/permits be approved.

DATE APPROVED	LIC #	TOTAL AMOUNT	OWNER	DBA/Event
09/05/2023	ABW2023-017	\$20.00	MARIAM FAIRCHILD	FAIRCHILD FAMILY REUNION
09/05/2023	ABL2023-014	\$200.00	COMPASS GROUP USA INC.	CHARTWELLS
09/08/2023	ABL2023-015	\$287.50	INNTRUSTED LLC	COURTYARD BY MARRIOTT
09/08/2023	ABL2023-016	\$275.00	E THOMAS LLC	ELMERS BREAKFAST LUNCH DINNER
09/11/2023	ABL2023-017	\$300.00	GOLDEN ASIA INC	GIN SEN
09/11/2023	ABL2023-018	\$150.00	WALMART	WALMART #1995
09/11/2023	ABL2023-019	\$362.50	HAK LLC	HOOLIGANS PUB AND DELI
09/12/2023	ABL2023-020	\$312.50	FIRST NATIONAL BAR	FIRST NATIONAL BAR
09/12/2023	ABL2023-021	\$312.50	MICHAEL W & KATHLEEN SEIBERT	OUTBACK GOLF PARK
09/12/2023	ABL2023-022	\$125.00	EF FIN BARBERSHOP LLC	EF FIN BARBERSHOP LLC
09/13/2023	ABL2023-023	\$287.50	SILVER RAIL INC	CHARLEYS
09/13/2023	ABL2023-024	\$125.00	MAVERIK INC	MAVERIK INC #651
09/13/2023	ABL2023-025	\$125.00	MAVERICK INC #489	MAVERIK INC
09/13/2023	ABL2023-026	\$125.00	MAVERIK INC	MAVERIK INC
09/13/2023	ABL2023-027	\$125.00	MAVERIK INC #347	MAVERIK INC
09/13/2023	ABL2023-028	\$125.00	MAVERIK INC	MAVERIK INC
09/13/2023	ABL2023-029	\$350.00	MACCHINA LLC	BARRICADE
09/13/2023	ABL2023-030	\$287.50	BABA AGAND ENTERPRISES LLC	RED LION HOTEL
09/13/2023	ABL2023-031	\$300.00	PALATE STREET BISTRO	PALATE NEIGHBORHOOD BISTRO
09/13/2023	ABL2023-032	\$175.00	EL HERRADERO RESTAURANTE INC	EL HERRADERO
09/14/2023	ABL2023-033	\$125.00	D & E KWIK STOP LLC	K&B KWIK STOP #5
09/14/2023	ABL2023-034	\$125.00	D & E KWIK STOP	K&B KWIK STOP #6

DATE APPROVED	LIC #	TOTAL AMOUNT	OWNER	DBA/Event
09/14/2023	ABL2023-035	\$125.00	D & E KWIK STOP	K&B KWIK STOP #3
09/14/2023	ABL2023-036	\$125.00	D & E KWIK STOP	K&B KWIK STOP #2
09/14/2023	ACP2023-004	\$20.00	SAND TRAP GRILL	WEDDING
09/18/2023	ABL2023-038	\$125.00	STINKER STORE INC #49	STINKER STORE #49
09/18/2023	ABL2023-039	\$125.00	STINKER STORES INC	STINKER STATION #64
09/18/2023	ABL2023-040	\$125.00	STINKER STATION	STINKER STATION #67
09/18/2023	ABL2023-041	\$275.00	CHAPALA MEXICAN RESTAURANT #6	CHAPALA MEXICAN RESTAURANT #6
09/18/2023	ABL2023-042	\$312.50	HOKANSON ENTERPRISES LLC	FIVE CORNERS BAR
09/18/2023	ABL2023-043	\$125.00	STINKER STORE INC #69	STINKER STATION #69
09/18/2023	ABL2023-044	\$312.50	JAXXON ENTERTAINING	CENTER STREET
09/18/2023	ABL2023-045	\$325.00	WINGERS POCATELLO	WINGERS POCATELLO
09/18/2023	ABL2023-047	\$287.50	POCATELLO ELKS LODGE #674	POCATELLO ELKS LODGE #674
09/18/2023	ABL2023-048	\$287.50	JGJH	JAKERS BAR & GRILL
09/18/2023	ABL2023-049	\$275.00	HIMALAYAN FOOD	TASTE OF INDIA & NEPAL
09/18/2023	ABL2023-050	\$125.00	JSP FAMILY	POCATELLO GROCERY OUTLET
09/18/2023	ABL2023-051	\$125.00	OUR PLACE QUICK STOP	OUR PLACE QUICK STOP
09/18/2023	ABL2023-052	\$312.50	MCDERMOTTS BAR II LLC	MCDERMOTTS BAR
09/18/2023	ABL2023-053	\$125.00	OUR PLACE QUICK STOP	OUR PLACE BENTON ST
09/21/2023	ABL2023-054	\$175.00	19 TH HOLE LLC	19 TH HOLE
09/21/2023	ABL2023-055	\$312.50	FUJI STEAK HOUSE INCE	FUJI STEAK HOUSE
09/21/2023	ABL2023-056	\$300.00	HOKKAIDO RAMEN POCATELLO	HOKKAIDO RAMEN HOUSE
09/21/2023	ABL2023-057	\$287.50	SANDPIPER INVESTORS LIMITED	THE SANDPIPER RESTAURANT
09/21/2023	ABL2023-058	\$175.00	LA VILLA INC	HERRADERO
09/21/2023	ABL2023-059	\$150.00	ALBERTSONS LLC	ALBERTSONS #159
09/21/2023	ABL2023-060	\$125.00	JACKSONS FOOD STORES INC	JACKSONS FOOD STORES #30
09/21/2023	ABL2023-61	\$125.00	JACKSONS FOOD STORES INC	JACKSONS FOOD STORES #67
09/21/2023	ABL2023-062	\$125.00	JACKSONS FOOD STORES INC	JACKSONS FOOD STORES #68
09/21/2023	ABL2023-063	\$125.00	JACKSONS FOOD STORES INC	JACKSONS FOOD STORES #69
09/21/2023	ABL2023-064	\$125.00	COSTCO WHOLESALE	COSTCO WHOLESALE #1033

DATE APPROVED	LIC #	TOTAL AMOUNT	OWNER	DBA/Event
			CORPORATION	
09/21/2023	ABL2023-065	\$337.50	ALADDIN FOOD & BEVERAGE	SAND TRAP GRILL
09/21/2023	ABL2023-066	\$375.00	JIM DANDY BREWING	JIM DANDY BREWING LLC
09/21/2023	ABL2023-067	\$50.00	MI LINDO PATZCUARO	MI LINDO PATZCUARO
09/21/2023	ABL2023-068	\$287.50	LRD HOSPITALITY LLC	BEST WESTERN POCATELLO INN
09/21/2023	ABL2023-069	\$312.50	MRP/POCATELLO LLC	MACKENZIE RIVER GRILL & PUB
09/22/2023	ABL2023-070	\$300.00	RED RABBIT GRILL POCATELLO	RED RABBIT GRILL
09/22/2023	ABL2023-071	\$25.00	PILOT TRAVEL CENTERS	PILOT TRAVEL CENTERS #641
09/22/2023	ABL2023-072	\$125.00	GEBO	ACE HARDWARE & ELEMENTS OUTFITTERS
09/22/2023	ABL2023-073	\$312.50	EXIT 69 ASSOCIATES	CAFÉ TUSCANO
09/22/2023	ABL2023-074	\$362.50	WANDERLUST	WANDERLUST
09/22/2023	ABL2023-075	\$125.00	FAMILY DOLLAR #32118	FAMILY DOLLAR #32118
09/22/2023	ABL2023-076	\$125.00	FAMILY DOLLAR #26641	FAMILY DOLLAR #26641
09/22/2023	ABL2023-077	\$125.00	FAMILY DOLLAR #26824	FAMILY DOLLAR #26824
09/22/2023	ABL2023-078	\$312.50	DUFFYS	DUFFYS
09/22/2023	ABL2023-079	\$287.50	TEXAS ROADHOUSE HOLDING	TEXAS ROADHOUSE
09/25/2023	ABL2023-080	\$175.00	JJ & M ENTERPRISES	PVS PASTA & VINO
09/25/2023	ABL2023-081	\$287.50	APPLE IDAHO	APPLEBEE'S NEIGHBORHOOD GRILL & BAR
09/25/2023	ABL2023-082	\$250.00	PORTNEUF BREWING	PORTNEUF VALLEY BREWING
09/25/2023	ABL2023-083	\$175.00	BOWEN TOKYO SUSHI	TOKYO SUSHI
09/26/2023	ABL2023-084	\$287.50	CUE & BREWS	CUE AND BREWS
09/26/2023	ABL2023-085	\$262.50	T & G FOODS	BUTTERBURRS RESTAURANT
09/27/2023	ABL2023-086	\$200.00	SENR GARCIAS TEX-MEX GRILL INC	PUERTO VALLARTA
09/27/2023	ABL2023-087	\$150.00	DEL MONTE MEATS	DEL MONTE MEATS
09/27/2023	ABL2023-088	\$225.00	LIP LLC	WAGON WHEEL LOUNGE
09/27/2023	ABL2023-089	\$287.50	CM VENTURES	SANDBAGGERS BAR & GRILL
09/27/2023	ABL2023-090	\$125.00	JACKSON BEVCO	TOBACCO CONNECTION #8
09/27/2023	ABL2023-091	\$125.00	JACKSON BEVCO	TOBACCO CONNECTION #24
09/29/2023	ABL2023-092	\$125.00	NELS BI-LO INC	NELS BI LO
09/29/2023	ABL2023-093	\$312.50	SAKURA	NEW HARMONY PUB

DATE APPROVED	LIC #	TOTAL AMOUNT	OWNER	DBA/Event
09/29/2023	ABL2023-094	\$325.00	CHUCKWAGON RESTAURANT LLC	CHUCKWAGON

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Member

John Crowder, MemberATTEST:

Jason C. Dixon, Clerk

BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Thursday, November 2, 2023 at 10:30 a.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF THE MEETING: Petition for a Vacation of 2 ½ Mile Road Right-of-Way, Bannock County, Idaho pursuant to Idaho Code § 50-1306A.

DESCRIPTION: A parcel of land located in the Northwest ¼ of Section 30, Township 5 South, Range 35 East Boise Meridian, Bannock County Idaho, being a portion of that Right of Way described in Deed Instrument 283264 of the records of Bannock County, more particularly described as follows:

A strip of land 25 feet on each side of the following described centerline:

COMMENCING AT THE WEST ¼ CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, SAID POINT BEING MARKED BY AN ALUMINUM CAP MONUMENT AND FILED UNDER CORNER PERPETUATION AND FILING RECORD, INSTRUMENT NUMBER 735424, OF THE RECORDS OF BANNOCK COUNTY, IDAHO; THENCE NORTH 00°06'40" EAST ALONG THE WEST LINE OF SAID SECTION 30, A MILE ROAD AS DESCRIBED IN DEED INST. NO. 283264 AND **THE TRUE POINT OF BEGINNING;**

THENCE ALONG THE CENTERLINE OF 2 ½ MILE ROAD AS DESCRIBED IN DEED INST. NO. 283264 THE FOLLOWING FIVE (5) COURSES; THENCE (1) NORTH 58°59'02" EAST, A DISTANCE OF 95.58 FEET TO THE PC OF A CURVE TO THE RIGHT; THENCE, (2) NORTHEASTERLY ALONG SAID CURVE WITH A DELTA OF 38°56'34", LENGTH OF 97.33 FEET, RADIUS OF 143.20 FEET, A CHORD BEARING OF N 78°27'19" E, AND A CHORD LENGTH OF 95.47 FEET TO THE PT OF SAID CURVE; THENCE, (3) SOUTH 82°04'58" EAST, A DISTANCE OF 769.25 FEET TO THE PT OF A CURVE TO THE RIGHT; THENCE, (4) SOUTHEASTERLY ALONG SAID CURVE WITH A DELTA OF 17°53'55", LENGTH OF 89.50 FEET, RADIUS OF 286.50 FEET, A CHORD BERING OF S 73°08'00" E, AND A CHORD LENGTH OF 89.14 FEET TO THE PT OF SAID CURVE; THENCE, (5) SOUTH 64°10'58" EAST, A DISTANCE OF 178.09 FEET TO A POINT BEING 25 FEET NORTH AND PARALLEL TO THE LATITUDINAL CENTERLINE OF SAID SECTION 30 AND ALSO THE NORTHERLY RIGHT OF WAY OF 2 ½ MILE RD AS DESCRIBED IN DEED INST. NO. 314673 AND **THE POINT OF TERMINUS.**

THE SIDE LINES OF THE AFOREMENTIONED STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO TERMINATE ON THE WEST LINE OF SAID SECTION 30 AND ALSO ON A POINT PARALLEL AND 25 FEET NORTH OF THE LATITUDINAL EAST-WEST CENTERLINE OF SAID SECTION 30

COMPRISING 1.41 ACRES MORE OR LESS

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: commission@bannockcounty.us prior to the meeting.

The Petition and legal description of the parcels requested to be vacated are available at www.bannockcounty.us or can be requested through the email above.

If any person requires special assistance or accommodation to participate in this hearing, please call (208) 236-7210 to make the necessary arrangements prior to the public hearing.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST: _____
Jason C. Dixon, Clerk

Publication Dates: October 14, 2023 and October 21, 2023

BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Thursday, November 2, 2023 at 10:45 a.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF THE MEETING: Petition for a Vacation of a portion of West Street, Paris Lane, Burton Drive, and Aubrey Drive Rights-of-Way, Bannock County, Idaho pursuant to Idaho Code § 50-1306A.

DESCRIPTION: A strip of land located in the Southeast $\frac{1}{4}$ of Section 24, Township 7 South, Range 35 East, Boise Meridian, being a portion of Aubrey Drive, as depicted on, Sunnygate Park, a subdivision recorded in the records of Bannock County Idaho, as instrument 3911351, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 18 Block 1, Sunnygate Park Subdivision, the same being a point of intersection with the North Right of Way Line of Aubrey Drive, and the West Right of Way Line of Lee Street, a distance of 50.35 feet, to the Northeast corner of Lot 1, Block 2 of said Subdivision;

Thence North 85°01'28" West, along the South Right of Way Line of Aubrey Drive, a distance of 196.83 feet, to a point on the North line of Lot 3 Block 2, of said Subdivision;

Thence North 01°18'31" West, a distance of 50.30 feet, to the Southwest corner of Lot 16, Block 1, of said Subdivision, the same being a point on the North Right of Way Line of Aubrey Drive;

Thence South 85°01'28" East, along the North Right of Way Line, of Aubrey Drive, a distance of 196.39 feet, to

THE TRUE POINT OF BEGINNING**COMPRISING 0.23 ACRES MORE OR LESS**

and

A parcel of land located in the Northeast $\frac{1}{4}$ of Section 24, Township 7 South, Range 35 East, Boise Meridian, being **ALL** of lots 1 and 2 Block 11, Lots 1 and 2, Lots 17 and 18 Block 12, and that certain portion of the vacated part of West Street, and that certain portion of the vacated part of Paris Land, as depicted on Sunnygate Park, a subdivision recorded in the records of Bannock County Idaho, as instrument 3911351, more particularly described as follows:

ALL of Lots 1 and 2, Block 11, Lots 1 and 2, Lots 17 and 18, Block 12, and **ALL** that vacated portion of West Street, lying North of the Northerly Right of Way Line of Burton Drive to the Southerly Right of Way line of Interstate I-15, adjoining Lots 5 and 6 Block 10, and adjoining Lot 1, Block 11, Lots 1 and 18, Block 12,

ALSO that vacated portion of Paris Lane, adjoining Lots 1 and 2 Block 11, and lots 1 and 2 Block 12,

SUBJECT TO AND RESERVING THEREFROM:

A 20 foot wide overhead powerline easement, being the East 20 feet of the vacated portion of West Street, adjoining and lying 20 feet westerly of the East Right of Way Line of that vacated portion of West Street, running from the Southwest corner of Lot 6, Block 10, northerly to the Southerly Right of Way Line of Interstate I-15.

THE TRUE POINT OF BEGINNING

COMPRISING 0.38 ACRES MORE OR LESS

and

A strip of land located in the Southwest $\frac{1}{4}$ of Section 19, Township 7 South, Range 36 East, Boise Meridian, being a portion of Aubrey Drive, as depicted on, Sunnygate Park, a subdivision recorded in the records of Bannock County Idaho, as instrument 3911351, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 25, Block 4, Sunnygate Park Subdivision, being the intersection of the East Right of Way Line of Lee Street, and the North Right of Way Line of Aubrey Drive, and running thence South $87^{\circ}39'36''$ East along the North Right of Way of Aubrey Drive, a distance of 200.87 feet, more or less, to an angle point in the South boundary line of Lot 27, Block 4, or said Subdivision;

Thence North $78^{\circ}02'51''$ East, along said North Right of Way Line, a distance of 209.81 feet, more or less, to the Southeast corner of Lot 29 Block 4, of said Subdivision;

Thence South $01^{\circ}43'24''$ East, a distance of 50.81 feet, to a point on the South Boundary line of said Subdivision, the same being the South Right of Way Line of Aubrey Drive;

Thence South $78^{\circ}02'51''$ West, along the South Right of Way Line, of Aubrey Drive, a distance of 239.95 feet, to an angle point on the South Right of Way Line of Aubrey Drive;

Thence North $85^{\circ}05'03''$ West, along the South Right of Way Line, of Aubrey Drive, a distance of 171.79 feet, to a point of intersection with the South Boundary Line of said Subdivision and the East Right of Way Line of Lee Street;

Thence North $01^{\circ}48'04''$ West, a distance of 50.53 feet, to

THE TRUE POINT OF BEGINNING

COMPRISING 0.49 ACRES MORE OR LESS

and

A strip of land located in the Northeast $\frac{1}{4}$ of Section 24, Township 7 South, Range 35 East, Boise Meridian, and the Northwest $\frac{1}{4}$ of Section 19, Township 7 South Range 36 East, Boise Meridian, being a portion of Burton Drive, as depicted on, Sunnygate Park, a subdivision recorded in the records of Bannock County Idaho, as instrument 3911351, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 27 Block 9, Sunnygate Park Subdivision and running thence North $47^{\circ}35'30''$ East along the North Right of Way Line of Burton Drive, the same being the South boundary line of said Lot 27, a distance of 92.56 feet, more or less to the Southwest corner of Lot 26, Block 9, of said Subdivision;

Thence North $86^{\circ}35'43''$ East, along said North Right of Way Line, a distance of 1077.71 feet, more or less, to the Southeast corner of Lot 12 Block 9, of said Subdivision;

Thence South $03^{\circ}24'17''$ East, a distance of 50.00 feet, to a point on the South Right of Way Line of Burton drive, the same being a point on the North Line of Lot 4, Block 8, of said Subdivision;

Thence South $86^{\circ}35'43''$ West, along the South Right of Way Line, or Burton Drive, a distance of 1060.00 feet, to an angle point on the North Line of Lot 17 Block 8, of said Subdivision;

Thence South $47^{\circ}35'30''$ West, along the South Right of Way Line, of Burton Drive, a distance of 96.76 feet, to the Northwest corner of Lot 18 Block 8, of said Subdivision;

Thence North $18^{\circ}44'39''$ West, a distance of 54.59 feet, to

THE TRUE POINT OF BEGINNING

COMPRISING 0.40 ACRES MORE OR LESS

and

A strip of land located in the Northeast $\frac{1}{4}$ of Section 24, Township 7 South, Range 35 East, Boise Meridian, being **ALL** of that portion of Paris Lane, as depicted on, Sunnygate Park, a subdivision recorded in the records of Bannock County Idaho, as instrument 3911351, lying between Block 9 and Block 10, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 10, Block 10, Sunnygate Park Subdivision, the same being a point of intersection with the West Right of Way Line of Paris Lane, and the North Right of Way Line of Burton Drive, a distance of 67.65 feet, to the Southwest corner of Lot 27, Block 9, of said Subdivision, also being a point on the East Right of Way Line of Paris Lane;

Thence North $00^{\circ}08'25''$ West, along said Right of Way Line, a distance of 239.34 feet, to the Northwest corner of Lot 27, Block 9, being a point on the North Line of said Subdivision, the

same being a point on the South Right of Way Line of Interstate I-15, and a point of non-emergency of a 11,609.16 foot radius curve concave to the North;

Thence westerly along said curve thru a central angle of 00°14'49" and an arc distance of 50.02 feet, (the chord bears North 88°37'47" West, a distance of 50.02 feet;

Thence South 00°08'25" East, along the West Right of Way Line of Paris Lane, a distance of 286.23 feet More or Less to,

THE TRUE POINT OF BEGINNING

COMPRISING 0.30 ACRES MORE OR LESS

and

A strip of land located in the Northeast ¼ of Section 24, Township 7 South, Range 35 East, Boise Meridian, being a portion of West Street, as depicted on, Sunnygate Park, a subdivision recorded in the records of Bannock County Idaho, as instrument 3911351, more particularly as follows:

BEGINNING at the Northeast corner of Lot 1 Block 11, Sunnygate Park Subdivision, the same being a point of intersection with the West Right of Way Line of West Street, and the North Boundary Line of said Subdivision, and running thence South 00°08'25" East along with West Right of Way Line of West Street, a distance of 348.97 feet, to a point on the West boundary line of Lot 18, Block 12, of said Subdivision;

Thence North 89°51'35" East, a distance of 50.00 feet, to the Southwest corner of Lot 6, Block 10, the same being a point on the East Right of Way Line of West Street;

Thence North 00°08'25" West, a distance of 345.70 feet, along the East Right of Way Line of West Street, to a point on the North boundary line, of said Subdivision, the same being a point on the South Right of Way Line of Interstate I-15, being a point of non-tangency of a 11,609.16 foot radius curve, concave to the North;

Thence westerly along said curve thru a central angle of 00°14'50" and an arc distance of 50.11 feet, (the chord bears North 86°24'22" West, a distance of 50.11 feet, to

THE TRUE POINT OF BEGINNING

COMPRISING 0.38 ACRES MORE OR LESS

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: commission@bannockcounty.us prior to the meeting.

The Petition and legal description of the parcels requested to be vacated are available at www.bannockcounty.us or can be requested through the email above.

If any person requires special assistance or accommodation to participate in this hearing, please call (208) 236-7210 to make the necessary arrangements prior to the public hearing.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST: _____
Jason C. Dixon, Clerk

Publication Dates: October 14, 2023 and October 21, 2023

BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on Tuesday at 9:00 AM in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed 48 hours prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within 15 minutes of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at 208-236-7210, three to five working days before the meeting.

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

Commission Signature needed on FY24 Contract Law Enforcement Contract Agreements

How much time will be needed? Meeeting date requested:

Signature Only 10/10/23

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Signature Only - Sheriff Manu can attend if requested.

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date: _____ Time: _____



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of McCammon** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from October 1, 2023 through September 30, 2024.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than 42.5 hours per month.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of \$42.89 per hour.
COUNTY agrees to submit a written financial statement that outlines the services rendered and *MUNICPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

hereunder for federal or state tax purposes. *COUNTY* understands that *COUNTY* is responsible to pay, according to law, *COUNTY*'s income tax. *COUNTY* further understands that *COUNTY* may be liable for self-employment (Social Security) tax to be paid by *COUNTY* according to law.

8. **FRINGE BENEFITS:** Because *COUNTY* is an independent entity, *COUNTY* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *MUNICIPALITY*.
9. **WORKER'S COMPENSATION:** *COUNTY* shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the *COUNTY* may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** *COUNTY* shall supply, at *COUNTY*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The *MUNICIPALITY* shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the *COUNTY*), the *COUNTY* shall indemnify and hold *MUNICIPALITY* harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the *COUNTY* and *COUNTY*'s employees, agents, and representatives. *COUNTY*'s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by *MUNICIPALITY*), the *MUNICIPALITY* shall indemnify and hold *COUNTY* harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the *MUNICIPALITY* and *MUNICIPALITY*'s employees, agents, and representatives. *MUNICIPALITY*'s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.
14. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by mutual agreement.
16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Arimo** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from October 1, 2023 through September 30, 2024.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than 5 hours per month.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of \$42.89 per hour.
COUNTY agrees to submit a written financial statement that outlines the services rendered and *MUNICPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

hereunder for federal or state tax purposes. *COUNTY* understands that *COUNTY* is responsible to pay, according to law, *COUNTY*'s income tax. *COUNTY* further understands that *COUNTY* may be liable for self-employment (Social Security) tax to be paid by *COUNTY* according to law.

8. **FRINGE BENEFITS:** Because *COUNTY* is an independent entity, *COUNTY* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *MUNICIPALITY*.
9. **WORKER'S COMPENSATION:** *COUNTY* shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the *COUNTY* may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** *COUNTY* shall supply, at *COUNTY*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The *MUNICIPALITY* shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the *COUNTY*), the *COUNTY* shall indemnify and hold *MUNICIPALITY* harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the *COUNTY* and *COUNTY*'s employees, agents, and representatives. *COUNTY*'s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by *MUNICIPALITY*), the *MUNICIPALITY* shall indemnify and hold *COUNTY* harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the *MUNICIPALITY* and *MUNICIPALITY*'s employees, agents, and representatives. *MUNICIPALITY*'s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.
14. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by mutual agreement.
16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Downey** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2023** through **September 30, 2024**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than **59.5** hours per **month**.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of **\$42.89** per **hour**.
COUNTY agrees to submit a written financial statement that outlines the services rendered and *MUNICPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

hereunder for federal or state tax purposes. *COUNTY* understands that *COUNTY* is responsible to pay, according to law, *COUNTY*'s income tax. *COUNTY* further understands that *COUNTY* may be liable for self-employment (Social Security) tax to be paid by *COUNTY* according to law.

8. **FRINGE BENEFITS:** Because *COUNTY* is an independent entity, *COUNTY* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *MUNICIPALITY*.
9. **WORKER'S COMPENSATION:** *COUNTY* shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the *COUNTY* may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** *COUNTY* shall supply, at *COUNTY*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The *MUNICIPALITY* shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the *COUNTY*), the *COUNTY* shall indemnify and hold *MUNICIPALITY* harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the *COUNTY* and *COUNTY*'s employees, agents, and representatives. *COUNTY*'s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by *MUNICIPALITY*), the *MUNICIPALITY* shall indemnify and hold *COUNTY* harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the *MUNICIPALITY* and *MUNICIPALITY*'s employees, agents, and representatives. *MUNICIPALITY*'s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.
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16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Lava Hot Springs** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2023** through **September 30, 2024**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the *Municipality* at the rate of no less than 5.5 hours per day – during the months of October 2023 thru March 2024 and 8.5 hours per day – during the months of April 2024 thru September 2024.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of \$42.89 per hour.
COUNTY agrees to submit a written financial statement that outlines the services rendered and *MUNICIPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by

MUNICIPALITY on behalf of COUNTY or the employees of COUNTY. COUNTY shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. COUNTY understands that COUNTY is responsible to pay, according to law, COUNTY's income tax. COUNTY further understands that COUNTY may be liable for self-employment (Social Security) tax to be paid by COUNTY according to law.

8. **FRINGE BENEFITS:** Because COUNTY is an independent entity, COUNTY is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of MUNICIPALITY.
9. **WORKER'S COMPENSATION:** COUNTY shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the COUNTY may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** COUNTY shall supply, at COUNTY's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The MUNICIPALITY shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the COUNTY), the COUNTY shall indemnify and hold MUNICIPALITY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its

agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

14. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by mutual agreement.

16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____

In the Matter of AUGUST 2023)
COMMISSIONER PROCEEDINGS)

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for August 2023, to wit, of which a complete set of minutes is on file at the Bannock County Clerk's Office, Pocatello, Idaho.

Aug 1: Approved amended agenda. Administered oath of office for BOCG secretary. Approved Resolution 2023-67 Releasing Construction Bond for the Cliffs Subdivision. Approved contracts for 4-H judges. Approved law enforcement agreement with youth football. Approved tax cancellation requests. Approved contract for Applicant Pro. Approved revised payroll report and minutes.

Aug 3: Approved agenda, Commissioner report, salary forms, and residency forms. Approved contract and parking lot use for Idaho National Guard helicopter. Approved contract and use of lake for Randy's Tumbling. Approved PIO contractor not to exceed \$600. Approved disposal of surplus items from Assessor. Approved Proclamation for The Village. Approved lease agreements with Summit National Bank for equipment leases. Executive session – legal counsel. Approved settlement agreement and payment.

Aug 8: Approved release of lien. Approved Resolutions 2023-68 Approving Tax Cancellation Requests, 2023-69 Approving July 2023 Salaries, and 2023-70 Approving July 2023 Alcohol Licenses. Approved tax cancellation request. Approved salary form and minutes.

Aug 10: Approved salary forms and Commission report. Executive session – contract negotiations; approved event contract. Approved personal vehicle mileage request. Approved 720-day extension for CUP by resolution. Approved contract amendment with CR Fence for Cottonwood Valley. Accepted bids for review for janitorial services and concealed weapons detection.

Aug 15: Executive session – personnel. Approved granting leave without pay. Approved Resolutions 2023-71 Authorization to Dispose Surplus Assets/Property; 2023-72 Designating County Road for State Reimbursement; and 2023-73 Approving Tax Cancellation Requests. Approved tax cancellation requests. Approved support letter for city grant. Approved publication notice of July proceedings. Approved consent agenda.

Aug 17: Approved amended agenda, Commissioner report, invoices, and certificate of residency. Approved entry/exit of the Board of Ambulance and wildfire deployments with BOCC notification within 24 hours. Approved general funds of approximately \$11,000 for a center for public lands foundation/trust. Approved \$25,000 for branding project with Bannock Development Corp. Executive session entry/exit – legal communication. Upheld decision of Planning Council for Bundy variance appeal.

Aug 22: Approved case numbers 20230029 and 20230030 for cremation. Approved forensic services contract with Idaho State Police. Approved vocational services contract with Idaho Department of Corrections. Approved MOU with Idaho State University – AmeriCorps for services at The Village. Approved FY24 Indigent Defense Finance Agreement and award acceptance. Approved Resolutions RS 2023-74 Approving Tax Cancellation Requests and RS 2023-75 Granting an Extension of a Conditional Use Permit for a Community Re-entry Center.

Approved Ivy Medical Contract for \$1,302,527.07 for inmate medical care. Approved salary forms and minutes. Upheld Planning Council decision for Kofoed condition use permit.

Aug 24: Approved amended agenda, entry/exit Board of Ambulance, Ambulance claims, Commissioner report, payroll report, mileage reimbursements, purchase care reimbursement, alcohol licenses, and credit application. Approved parking lot use for Idaho Food Bank Thanksgiving food distribution. Approved office request for adult probation. Executive session – personnel. Cancelled landscaping bid.

Aug 29: Approved awarding the janitorial bid to Night Owl Janitorial. Approved contract with USAble and offering short term disability. Approved application and MOU for the Edward Byrne JAG grant. Approved application to FY24 Local Transportation Project Grant Program. Approved alcohol licenses and certificates of residency. Adopted FY24 budget.

Aug 31: Approved Commissioner report, invoices, salary forms, certificate of residency and credit application. Executive session – personnel. Approved Public Defender request without stipends and removing a position with remaining funds moving to conflict defense. Executive session – personnel. Approved Prosecutor request with steps and no grade changes. Approved application for parade permit for 9/11 ceremony. Approved the Patriot's Day Proclamation. Approved surplus equipment for disposal. Approved 70.5% exemption for Pocatello Labor Temple.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

Attest: _____
Jason C. Dixon, Clerk
Published: October 14, 2023

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTE CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the dates of September 14, 19, 21, 28, and October 3, 2023, as approved during the meeting of October 10, 2023.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, September 14, 2023
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen, Attorney Brian Trammell, Comptroller Kristi Klauser, and Chief of Staff Braeden Clayton

Agenda Details

AGENDA	
1	<p>Meeting to approve claims with Executive Session under Idaho Code §74-206 (1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)</p> <p>Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, Department Requesting Reallocation Request, and Credit Applications • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Payroll Report • Manual Checks • Certificate of Residency • Alcohol Licenses and Permits • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization • Mileage Reimbursement • Event Center Sponsorship Agreements <p>Work Session (potential action item)</p> <p>Agenda:</p> <ul style="list-style-type: none"> • Meet and greet with Judge Penrod
2	<ul style="list-style-type: none"> • Daniel Kendall, Facilities, monthly facilities update
3	<ul style="list-style-type: none"> • Nancy Allen, Administrative Manager, seeking (1) acceptance of the State Criminal Alien Assistance Program award, and; discussion to review the preliminary design for the Recreational Trail Program (action item)
4	<ul style="list-style-type: none"> • Emma Iannaccone, Public Information Officer, seeking to review the updated version of the Fact Sheet for future options for the McCommon Transfer Station (potential action item)
5	<ul style="list-style-type: none"> • Shanda Crystal, Chief Procurement Officer, presenting a procurement update
6	<ul style="list-style-type: none"> • Discussion pertaining to payment of invoice with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code with potential action following adjournment of Executive Session (potential action item)
7	<ul style="list-style-type: none"> • Bid Opening Road Salt Invitation to Bid (action item)
8	

Meeting Notes

- 1 9:59 AM Moser opened the meeting. Crowder moved to enter into the Board of Ambulance. The motion passed. Crowder moved to approve the reimbursements. The motion passed. Crowder moved to exit the Board of Ambulance. The motion passed. Crowder moved to 10:01 AM
- 10:03 AM Crowder moved to approve the 2024 salary forms. The motion passed. Crowder moved to approve the alcohol licenses. The motion passed. Crowder moved to approve the credit application and authorize the Chair's signature. The motion passed.
- 2 Cancelled.
- 3 10:07 AM Maintenance Technician Ashley Ford also appeared. Kendall gave updates on the alarm system upgrade, detention center locks, museum lighting, the juvenile probation remodel, and the jail boiler.
- 4 10:04 AM Allen reported an award of the State Criminal Alien Assistance Program, which helps pay for detaining illegal immigrants. Crowder moved to accept the grant and authorize the Chair's signature. The motion passed. The second agenda item was withdrawn.
- 5 10:45 AM Public Works Director Kiel Burmester and Landfill Manager Dillon Evans also appeared. Iannacone reviewed an updated fact sheet. Discussion ensued on information and data on the fact sheet. 10:59 AM A break was taken from this meeting. 11:07 AM Discussion ensued on being open every Saturday, closing on Wednesdays, waste separation, and an increase for fees fees. Further discussion will be schedule.
- 6 11:20 AM Crystal gave an update on procurement projects.
- 7 10:15 AM Sheldon Barfuss appeared. Crowder moved to enter into executive session under Idaho Code §74-206(1)(d) to consider exempt records. The motion passed by roll call vote. 10:43 AM Crowder moved to exit executive session. The motion passed. Crowder moved to pay the discussed invoice upon receipt of documentation as discussed. The motion passed.
- 8 10:59 AM Moser reviewed the road salt bid. The bids were unsealed and Crowder reviewed bids from: Compass Minerals America, with delivery to R&B at \$46.80, Virginia at \$46.80, and Philbin at \$46.80 per unit, and \$24.73 per unit with no delivery. Specialty Construction Supply, with deliver to R&B at \$36.95, Virginia at \$46.95, and Philbin at \$46.95 per unit, and \$23.95 per unit with no delivery. Crowder moved to accept the bids for evaluation. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit of Ambulance Board and reimbursements, salary forms, alcohol licenses, and credit application.	Clerk/Auditing
Accepted award of State Criminal Alien Assistance Program.	Grant Team/Sheriff
Reschedule McCommon landfill discussion.	Commission Staff
Approved fair invoice after documentation.	Auditing
Accepted bids for evaluation for road salt.	Procurement



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, 19 September 2023
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, HR Director Ryan Belnap, Comptroller Kristi Klauser, and Chief of Staff Braeden Clayton

Agenda Details

AGENDA	
1	Business Meeting (action items)
	BOARD OF COMMISSIONERS
2	MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
3	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
4	<ul style="list-style-type: none"> Rick Phillips, Simplot, seeking approval and signature on a Letter of Support (action item) Hal Jensen, Planning and Development Director, request to assistance in paying for training expenses (action item)
5	<ul style="list-style-type: none"> Scott Crowther, Business Manager and Event Director, seeking approval of and signature on Amphitheater Contract with possible Executive Session under Idaho Code §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school, and/or §74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations student with potential action following adjournment of Executive Session (action item)
6	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, request to discuss and potential signature on (1) Gem State contract for Detention Center cleaning chemicals and (2) AverTest contract for Drug Testing Services
7	SIGNATURE ONLY (action items): City of Chubbuck Meeting Facility Use Form
8	CONSENT AGENDA (action items): <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms Minutes: Approval of minutes for August 17, 22, 24, and 29, 2023, and certification of said minutes

Meeting Notes

1 8:57 AM Moser called the meeting to order.

2 8:57 AM Community Resources and Advocacy Director Shantal Laulu presented a cremation application for case number 20230032. Hough moved to approve case 20230032. The motion passed.

8:58 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(d) to consider records exempt from public disclosure. The motion passed by roll call vote. 9:05 AM Hough moved to exit executive session. The motion passed. Hough moved for cases 2020061 and 20200109 to approve the settlement offer and for cases 20170178 and 20170193 to accept the terms and conditions of a partial release and lien agreement. The motion passed.

3 9:07 AM Phillips and Trish Arave, Plant Manager for Simplot, appeared. Phillips reviewed a consent decree with the government. Arave reviewed the Black Rock land exchange. Moser declared his son works for Simplot, but that will not affect any decision. Hough moved to sign the amended letter upon receipt. The motion passed.

4 9:24 AM Assistant Director Tristan Bourquin also appeared. Jensen discussed beneficial training in Utah, funding, and budget overage. Klauser recommended using contingency and a resolution will be prepared for next week.

5 9:32 AM Crowther appeared. Hough moved to enter into executive session under Idaho Code §74-206 (1)(b) and (e) to discuss a contract. The motion passed by roll call vote. 9:37 AM Hough moved to exit executive session. The motion passed. Hough moved to approve the concert contract as presented. The motion passed.

6 9:38 AM Trial Court Administrator Jason Dye also appeared. Crystal reviewed the drug testing RFP and a contract with Avertest is ready for signature. Hough moved to approve the contract. The motion passed. 9:39 AM Crystal reviewed the Gem State contract was awarded through bid for detention center chemicals. Hough moved to approve the contract with Gem State. The motion passed.

7 9:40 AM Hough moved to approve the City of Chubbuck Meeting Facility Use form. The motion passed.

8 9:41 AM Hough moved to approve the salary form. The motion passed. Hough moved to approve the alcohol licenses. The motion passed. Hough moved to approve the minutes. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved case 20230032 for cremation; approved settlement offer for cases 20200061 and 20200109; and approved partial release and lien agreement for cases 20170178 and 20170193.	Indigent
Approved letter of support for Simplot.	Commission Staff
Prepare resolution for contingency funds for Planning training.	Legal/Auditing
Approved contract for concert.	Parks & Rec
Approved drug testing contract with Avertest.	Procurement/Probation
Approved detention center chemical contract with Gem State.	Procurement/Sheriff
Approved facility use form with City of Chubbuck.	Elections
Approved salary forms, alcohol licenses, and minutes.	Clerk/Auditing



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, September 21, 2023
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Brian Trammell, Chief of Staff Braeden Clayson, and HR Director Ryan Belnap

Agenda Details

AGENDA	
1	<p>Meeting to approve claims with Executive Session under Idaho Code §74-206 (1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)</p> <p>Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, Department Requesting Reallocation Request, and Credit Applications • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Payroll Report • Manual Checks • Certificate of Residency • Alcohol Licenses and Permits • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization • Mileage Reimbursement • Event Center Sponsorship Agreements <p>Work Session (potential action item)</p> <p>The agenda:</p> <ul style="list-style-type: none"> • Maggie Mann, Director of Southeast Idaho Public Health, seeking to provide a health update • Seth Scott, Juvenile Detention Center Director, seeking signature on Memorandum of Agreement with Minidoka County to allow juvenile offenders to be temporarily housed at the Mini-Cassia Juvenile Detention Center (action item) • Torey Danner, Coroner, discussion regarding the sale of 'Please Just Stay' apparel (potential action item) • Shanda Crystal, Chief Procurement Officer, request to discuss (1) a recommendation to award the Winter Road Salt Invitation to Bid and (2) a procurement update (action item) • Kristi Klauser, Comptroller, request to discuss (1) D6 request to reallocate FY2023 funds and (2) Office of Conflict FY2023 overage (action item) • Braeden Clayson, Chief of Staff, discussion of the Forensic Pathology Center update and proposed upcoming plans (proposed action item) • (AMENDED to include) Resolution 2023-82 Approving Claims through Contingency for Planning and Zoning Claims (action item) <p>9 Follow-up on Tax Deed hearing properties (potential action item)</p>

Meeting Notes

- 1 8:58 AM Moser called the meeting to order and reviewed an amendment to the agenda. Hough moved to accept the amended agenda. The motion passed. Hough moved to enter into the Board of Ambulance. The motion passed. Hough moved to approve the report and exit the Board of Ambulance. The motion passed. Questions on claims were addressed. Hough moved to approve the Commissioner report. The motion passed. Hough moved to approve the salary forms. The motion passed. Hough moved to approve the payroll report and alcohol licenses. The motion passed.
10:00 AM An additional salary form was brought in. Hough moved to approve the salary form. The motion passed.
- 2 9:07 AM Mann reported on youth vaping prevention programs.
- 3 9:19 AM Scott reviewed an MOU with Mini-Cassia. Trammell reviewed the indemnification clause should be stricken and language used per Idaho Code. Crowther moved to make changes, per counsel, and authorize signature. The motion passed.
- 4 9:25 AM Danner reviewed the "Please Just Stay" project and requests for shirts. Selling shirts could help fund the project. Discussion ensued on selling shirts, revenue, concerns, having a committee outside of the County, and the program vision and website, pleasejuststay.us. Hough would like a business plan with definitions of who does what to make a better, educated decision. Partnering with a printing company will be looked into.
- 5 9:39 AM Public Works Director Kiel Burmester also appeared. Crystal reviewed a recommendation to award the road salt bid to Compass Minerals America. Hough moved to accept the bid and award the contract to Compass Minerals America. The motion passed.
9:42 AM Crystal gave updates on procurement projects.
- 6 9:52 AM Klauser explained there are some departments with budget line overages that will require reallocations. Hough moved to approve the budget reallocation of funds as discussed. The motion passed.
9:56 AM
- 7 9:57 AM Clayson shared there is a soft commitment from donor group and they are in the process of ironing out details. A doctor has been located that will assist with autopsies and has committed one day per week until a pathologist is found. More information should be available next week.
- 8 9:57 AM Moser reviewed Resolution 2023-82. Hough moved to approve Resolution 2023-82. The motion passed.
- 9 10:28 AM Chief Deputy Treasurer Misty Katsilometes and Management Assistant Kristi Davenport appeared for a follow-up on properties from the tax deed hearing. Ibrahim Ebbed appeared. The 2019 taxes have been caught up. Ebbed shared his income is limited and the restaurant has been for sale for years. He requested to waive the interest and he could pay \$200 per month. Katsilometes pointed out the requested payment would not keep the property out of tax deed. He would need to pay just under \$2,500 by the end of the year and make a minimum of \$250 per month if the interest is waived to avoid tax deed next year. Discussion ensued on taxes being paid if the property is leased or sells. Hough moved to accept the Treasurer's recommendation that \$2,494.71 be paid by December 31 before waiving interest on the 2020 taxes and accept payments of \$250 per month toward the 2021 and 2022 taxes. If two payments in a row are missed, the agreement is void. Additionally, if the property is leased, the monthly payment can be adjusted. The motion passed.
10:47 AM Leslie Hill appeared and reviewed payments were made under her agreement. Her circumstances have changed and she reviewed her income. 10:54 AM The property tax reduction was missed this year, but she now has the homeowner's exemption. Hough moved to waive all remaining taxes and start fresh for 2023. The motion passed.

10:56 AM James Johnson appeared and requested to waive interest on oldest year. He is in the middle of getting the property cleared, but has had difficulty locating interested persons. Moser indicated agreement with the Treasurer's recommendation of cancelling \$505.02 in taxes and late fees, and that the owner pay \$50 per month to keep property out of tax deed for 2021 and 2022 taxes. If two payments are missed, the agreement will be void. He directed Johnson to pursue getting the deed in his name by the end of the year. Moser so moved. The motion passed.

11:00 AM Shami Yakovac appeared and requested the interest and fees be waived. The total due is \$11,670.76. She indicated she could pay it off today. Hough moved that if the outstanding balance of taxes, fees, and late charges is paid today, that the interest for 2020, 2021, and 2022 be waived. The motion passed.

11:04 AM Deborah Hitchcock with the Central Christian Church appeared. She did not get a reminder and it slipped her mind. Discussion ensued on rented property. The parking lot would qualify, but the Board would like legal to look into the request.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda, entry/exit Board of Ambulance and report, Commissioner report, salary forms, payroll report, and alcohol licenses.	Clerk/Auditor
Approved MOU with Mini-Cassia Juvenile Detention.	Juvenile Detention
Prepare a plan for the suicide awareness project and contact printing companies for shirt proposals.	Coroner
Award road salt bid/contract to Compass Minerals America.	Procurement/ Public Works
Approved completing budget reallocations.	Auditing
Approved RS 2023-82 Approving Claims through Contingency for Planning and Zoning Claims.	Commission Staff
Approved waiving interest for 2020 taxes if remaining balance is paid by the end of the year, and accept \$250 monthly payments toward 2021 and 2022 taxes for parcel RPRCPP063305.	Treasurer
Approved waiving all remaining taxes for parcel RPRCHTS00540.	Treasurer
Approved waiving 2020 taxes and fees and accept \$50 monthly payments toward 2021 and 2022 taxes for parcel RPRPGHM012500.	Treasurer
Approved waiving interest if 2020, 2021, and 2022 taxes, fees, and late charges paid in full for parcel RRPNG1003300.	Treasurer



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, September 28, 2023
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Chief of Staff Braeden Clayson, HR Director Ryan Belnap, and Attorney Brian Trammell

Agenda Details

AGENDA	
1	<p>Meeting to approve claims with Executive Session under Idaho Code §74-206 (1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)</p> <p>Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, Department Requesting Reallocation Request, and Credit Applications • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Payroll Report • Manual Checks • Certificate of Residency • Alcohol Licenses and Permits • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization • Mileage Reimbursement • Event Center Sponsorship Agreements <p>Work Session (potential action item)</p> <p>Agenda:</p>
2	<ul style="list-style-type: none"> • General ARPA discussion pertaining to current and proposed projects (15 minutes) (potential action item)
3	<ul style="list-style-type: none"> • Braeden Clayson, Chief of Staff, providing a Forensic Pathologist update (5 minutes requested) (potential action item)
4	<ul style="list-style-type: none"> • Scott Crowther, Business Manager and Event Director, seeking signature on contracts requesting possible fee waivers for the 4-H Awards Night Ice Cream Social and Toys for Tots Christmas in the Nighttime Skies (10 minutes requested) (action items)
5	<ul style="list-style-type: none"> • Ryan Belnap, HR and Risk Management Director, presenting (1) a Human Resources and Risk Management update, and: (2) a Standard Operating Procedure update for recruitment (20 minutes requested) (action item)
6	<ul style="list-style-type: none"> • Nancy Allen, Administrative Manager, seeking a signature on the Memo for the Fiscal Year 2024 Traffic Enforcement Grant Projects and the Fiscal Year 2024 Traffic Enforcement Grant Project Agreement, allowing staff to apply for the grant (requested 5 minutes) (action item)
7	<ul style="list-style-type: none"> • Kiel Burmester, Public Works Director, regarding (1) seeking approval of and signature on Snow Groomer Advisory Board Policies and Procedures; (2) signature on Lightspeed Service

	Agreement for the Mosquito Department, and; (3) approval of and signature on CDM Smith Task Order No. 12 for the 2023/2024 Remediation Activities at the Fort Hall Mine Landfill (10 minutes requested) (action items)
8	<ul style="list-style-type: none"> • Shanda Crystal, Chief Procurement Officer, seeking to discuss (1) the possibility of a retiring employee keeping their County cell phone and the associated phone number; (2) changes to the Procurement Policy and Procedure manual, along with the potential of adding an exception to the Informal Quote Process, and; (3) a procurement update (10 minutes requested) (potential action items)
9	<ul style="list-style-type: none"> • Kristi Klauser, Comptroller, requesting (1) to discuss Fiscal Year cell phone stipends for departments that did not budget enough to cover requests; (2) signature on a Governmental Equipment Lease-Purchase Agreement (Idaho) with Western States CAT that has previously been approved by the Board of County Commissioners, and: (3) signatures on Resolutions 2023-83 and 2023-84 Authorization and Order to Reallocate Funds (approximately 10 minutes) (action items)
10	<ul style="list-style-type: none"> • Torey Danner, Coroner, seeking signature on TransUnion Pricing Supplement (action item)
11	<ul style="list-style-type: none"> • Heather Studley, GIS, requesting signature on Eagleview Pictometry contract amendment (5 minutes requested) (action item)
12	<ul style="list-style-type: none"> • Emma Iannacone, Public Information Officer, seeking to provide a quarterly digital analytics update
13	<ul style="list-style-type: none"> • Approval of Meeting Minutes for August 31, 2023, and September 5, 7, and 12, 2023, and Certification of Said Minutes
14	Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74 , Idaho Code and/or Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (action item)
15	Public Hearing with regards to opening the Fiscal Year 2023 budget (action item)

Meeting Notes

- 1 9:00 AM Moser called the meeting to order. Hough moved to enter into the Ambulance District. The motion passed. Hough moved to approve the invoice and exit the Ambulance District. The motion passed. Discussion ensued on claims. Hough moved to approve the invoices and Commissioner report and hold the chair invoice. The motion passed. Hough moved to approve the salary forms. The motion passed. Hough moved to approve the alcohol licenses. The motion passed. Hough moved to approve the mileage reimbursements. The motion passed.
- 2 10:26 AM Treasurer Jennifer Clark, Assessor Anita Hymas, Public Works Director Kiel Burmester, Events Director Scott Crowther, and Facilities Director Dan Kendall appeared for the ARPA review. Klauser reviewed the ongoing list. No project ideas were submitted since the last meeting. Discussion ensued on speed bumps, security cameras, and law enforcement presence at the complex. Officials should submit project ideas by next week.
- 3 11:07 AM Clayson reviewed potential costs for a prefabricated building at around \$3.5 million before any donations. Surrounding county support is growing. Discussion ensued on doctors, locums, recruitment, and potential student loan repayment program. Crowder relayed that he is not in favor of building a facility and we can use Portneuf.
- 4 9:19 AM Vicki Jenkins appeared and reviewed Christmas in the Night Time Skies and requested waiving fees. A clean up fee was discussed with an estimate of \$150. Hough moved to approve waiving the fees for the event. The motion passed.

9:24 AM Nikki Ennis, 4-H Educator, appeared and reviewed the award dinner. Crowther reviewed the facility request. Hough moved to approve waiving the fees. The motion passed.

5 11:21 AM Belnap gave an update with progress on open enrolment, implementing the applicant system, proposed projects and priorities.
11:27 AM The Board would like to implement the applicant program before signing procedures.

6 11:38 AM Allen reviewed the agreement, quick application process and memo authorizing staff to apply. Hough moved to approve the agreement and memo. The motion passed.

7 9:27 AM Burmester reviewed the snow groomer policies and procedures. Hough moved to approve the snow groomer policies and procedures. The motion passed.
9:29 AM Burmester reviewed Lightspeed Service Agreement for a card reader for Noxious Weeds chemical sales. 9:31 AM Treasurer Jennifer Clark appeared and shared there are about six vendors for payment acceptance. Hough moved to approve the contract. The motion passed.
9:37 AM Burmester reviewed the CDM task order. Hough moved to approve Task Order 12. The motion passed.

8 9:53 AM Crystal reviewed a request from a retiring employee to take the cell phone and number. The phone value has been determined at \$196. Moser moved to grant the request. The motion passed.
9:55 AM Crystal reviewed changes in the procurement policy. The \$30,000 requirements for informal quotes was discussed. Hough would like to strike the informal process as it is not enforced. Changes will be made for approval next week.
10:14 AM Crystal gave a procurement update.

9 9:48 AM Klauser discussed the CAT lease payment. Burmester explained the funding source. Hough moved to approve the Chair's signature on the Western States lease agreement. The motion passed.
10:50 AM Klauser discussed phone stipend allowances. Hough moved to authorize cell phone stipends as suggested, but not approve stipends for public defense staff. The motion passed.
10:56 AM Hough moved to approve Resolutions 2023-83 and 2023-84. The motion passed.

10 10:49 AM Hough moved to approve the Transunion agreement. The motion passed.

11 9:51 AM Studley reviewed the contract amendment to expand the area with no change in cost. Hough moved to approve the amendment. The motion passed.

12 10:17 AM Iannacone gave an update on digital analytics.

13 10:47 AM Hough moved to approve the minutes. The motion passed.

14 11:01 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(d) and (f) to consider records that are exempt from disclosure and communicate with legal counsel. The motion passed by roll call vote. 11:07 AM Hough moved to exit executive session. The motion passed.

15 11:30 AM Moser reviewed the public hearing for opening the FY23 budget for unanticipated funds. Hough moved to open the public hearing. The motion passed. No members of the public appeared. Klauser reviewed the requests. Hough moved to close the public hearing. The motion passed. Hough moved to approve Resolution 2023-78 with the dates corrected. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit of Ambulance District and invoice; invoices and Commissioner report; holding chair invoice; salary forms; alcohol licenses; and mileage reimbursement.	Clerk/Auditing
Submit potential ARPA projects by next week.	Officials
Approved waiving fees for Christmas in the Night Time Skies.	Parks and Rec
Approved waiving fees for 4-H award dinner.	Parks and Rec
Implement applicant system before signing SOP.	HR

Approved TEGPA and staff to apply for grants as they open.	Sheriff/Grant Team
Approved snow groomer policies and procedures.	Public Works
Approved Noxious Weed contract with Lightspeed.	Public Works
Approved Task Order 12 with CDM Smith for Landfill remediation.	Public Works
Approved phone purchase and number port for retiring employee.	Procurement/ Auditing
Approved CAT lease agreement for 2023 D6.	Public Works/Auditing
Approved cell phone stipends, except PD staff.	Auditing
Approved Resolutions 2023-83 and 2023-84 reallocating funds.	Commission Staff
Approved Transunion agreement.	Coroner
Approved Eagleview Pictometry contract amendment.	GIS
Approved minutes.	Clerk
Executive session – exempt records and legal communication.	Clerk
Approved opening FY23 budget for unanticipated revenues and Resolution 2023-78.	Clerk/Auditing



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, October 3, 2023
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and HR Director Ryan Belnap

Agenda Details

AGENDA	
1	Regular Business Meeting (action items)
	BOARD OF COMMISSIONERS
2	MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
3	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
4	<ul style="list-style-type: none"> Nancy Allen, Administrative Manager, seeking approval, and if approved, the Chairman's e-signature to accept the Edward Byrne Memorial Justice Assistance Grant Program grant online (5 minutes requested) (action item)
5	<ul style="list-style-type: none"> Hal Jensen, Planning and Development Director, requesting to review and sign the plat for Racocon Estates (requested 10 minutes) (action item)
6	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, requesting to discuss and potential signatures on (1) the Bannock County Procurement Policy and Procedure Manual, and; (2) Truck Purchase Order for two 2025 Kenworth T880 Trucks with Kenworth Sales Company (requested 5 minutes) (action items)
7	<ul style="list-style-type: none"> Julie Hancock, Elections Administrator, seeking signature on Precinct Central Agreement for Tenex Software Solutions, Inc. (requested 5 minutes) (action item)
8	<ul style="list-style-type: none"> Kristi Klauser, Comptroller, seeking acceptance of Help America Vote Act (HAVA) grant funds from the Idaho Secretary of State (requested 5 minutes) (action item)
9	<ul style="list-style-type: none"> Review of Property Tax Exemption request (action item)
10	SIGNATURE ONLY (action items):
	Auction Agreement
11	CONSENT AGENDA (action items):
	<ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms Minutes:
11	Meeting with WIPFLI (potential action item)

Meeting Notes

- 1 8:59 AM Moser called the meeting to order.
- 2 8:59 AM Laulu presented a cremation application for case number 20230033. Hough moved to approve case 20230033. The motion passed.
- 3 9:00 AM Allen requested acceptance of the JAG grant award and indicated that Moser would need to accept the grant online. Hough moved to accept the JAG grant and authorize the Chair's electronic signature. The motion passed.
- 4 9:06 AM Alisse Foster also appeared. Jensen reviewed the plat. Hough moved to approve the subdivision plat for the Racoon Subdivision and authorize the Chair's signature. The motion passed.
- 5 9:09 AM Crystal requested approval of the procurement manual after requested changes were made to match the state requirements. Hough moved to approve the policy and procedure manual for procurement. The motion passed.
9:10 AM Crystal reviewed a piggyback purchase off NASPO for the trucks which followed Idaho procurement laws. Section 18 has been changed to Idaho for governing law. Hough moved to approve the contract with Kenworth Sales. The motion passed.
- 6 9:04 AM Dixon explained the e-poll books that will help determine the ballots after scanning a voter's identification and remove the human error. Hough moved to accept the contract with Tenex. The motion passed.
- 7 9:01 AM Klauser explained the State has allocated funds to counties for elections with any match coming from ARPA. Hough moved to accept the grant. The motion passed.
- 8 9:11 AM Moser reviewed the exemption application for Central Christian Church with legal, and the rented properties are not eligible, but the parking lot is. Hough moved to approve the property tax exemption for the parking lot and deny the other two parcels. The motion passed.
- 9 9:12 AM Hough moved to approve the auction agreement. The motion passed.
- 10 9:13 AM Moser reviewed the consent agenda included alcohol licenses and salary forms. Hough moved to approve the consent agenda. The motion passed.
- 11 10:00 AM Teresa Flannery and Fred Goodworth from WIPFLI appeared. Goodworth shared challenges that were overcome included new software, staff turnover, and new accounting standards, especially with leasing.
10:04 AM Flannery reviewed the auditor report, including NDNA, lease value, fund level financial statements, single audit and compliance from ARPA, enterprise funds, note disclosures, and report on internal controls.
10:30 AM Goodworth discussed maintaining independence while working as a team with the County. He will send a proposed engagement letter for FY23.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved case number 20230033 for cremation.	Indigent
Approved acceptance of JAG award.	Sheriff/Grant Team
Approved plat for Racoon Subdivision.	Planning
Approved procurement policy.	Procurement
Approved piggyback contract with Kenworth Sales for trucks.	Public Works/ Procurement
Approved contract with Tenex for e-poll books.	Elections

Accepted HAVA elections grant.	Elections/Grant Team
Approved tax exemption for parking lot for Central Christian Church and denied for other two parcels.	Assessor
Approved auction agreement with Prime Time Auctions.	Auditing
Approved consent agenda.	Auditing