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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 9:00 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, January 14, 2025

9:00 AM Business Meeting (action item)

BOARD OF COMMISSIONERS

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

- Discussion regarding choosing a Chairman for the Board of Bannock County Commissioners (action item)
- Tony Manu, Sheriff, request for approval for abandoned and found property to be auctioned at Prime Time Auctions (requested 10 minutes) (action item)
- Approval of the Bannock County Board of Commissioners Quarterly Jail Inspection report executed on January 9, 2025 per Idaho Code §20-622 (action item)
- Adam McKinney, Chief Technical Officer, requesting signature on a Tower Site Lease Agreement with Day Wireless (requested 5 minutes) (action item)
- Daniel Kendall, Chief Building Officer, seeking potential signature on an utility easement (requested 5 minutes) (action item)
- Kristi Davenport, Management Assistant, presenting a request for signature on Acceptance of Digital Images authorization for Daida to destroy physical records (requested 5 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution 2025-4 Designating County Roads for State Reimbursement

Resolution 2025-5 Authorization to Dispose Surplus Assets/Dispose

LETTERS AND NOTICES (action items):**SIGNATURE ONLY (action items):**

Request to shred records according to the Bannock County Sheriff's Office retention policy

Memorandum – Authorization to sign for Accounts Payable

Cardholder User Agreement and Authorization

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 Meeting Minutes for January 7, 2025 and Certification of Said Minutes

11:00 AM Public Hearing Road Validation (action item)

BANNOCK COUNTY COMMISSIONERS
 624 E. Center St., Pocatello, ID 83201
 Phone: (208) 236-7210 • Fax: (208) 232-7369



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](tel: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 / Bannock County Sheriff

Item to be considered/background:

Abandoned and Found Property - Requesting approval to go to Auction

How much time will be needed? Meeting date requested:

10 minutes

1/14/25

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:

Sheriff Tony Manu / Kristi Klauser

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

Commissioner Office Only:	
Date: <u>1/14/25</u>	Time: _____

IR #	PROPERTY #	MAKE	MODEL	SERIAL #	DISPOSITION
20-B4455	B0036461	REMINGTON ARMS			FOUND PROPERTY
15-B2928	B0030701	SMITH & WESSON			ABANDONED PROPERTY
	B0030702	SPRINGFEILD			
19-B5092	B0035413	TAURUS			FOUND PROPERTY
16-B2059	B0031864	JENNINGS			FOUND PROPERTY
19-B3874	B0035205	WALTHER			FOUND PROPERTY
19-B1133	B0034648	SMITH & WESSON			FOUND PROPERTY
19-B0839	B0034592	SMITH & WESSON			FOUND PROPERTY
20-B2016	B0036012	IAI			ABANDONED PROPERTY
21-B1410	B0037133	ROCK ISLAND ARMS			ABANDONED PROPERTY
11-B4468	B0025819	REMINGTON ARMS			
	B0025820	H&R			
	B0025821	RUGER			
11-B2919	B0025477	BERETTA			ABANDONED PROPERTY
07-B2701	B0020035	RUGER			ABANDONED PROPERTY
18-B1965	B0033778	BROWNING			ABANDONED PROPERTY
21-B4679	B0037860	GLOCK			ABANDONED PROPERTY
20-B3702	B0036513	BERETTA			ABANDONED PROPERTY
	B0036288	STEVENS ARMS			ABANDONED PROPERTY
20-B5173	B0036682	TAURUS			ABANDONED PROPERTY
22-B1429	B0038835	SMITH & WESSON			ABANDONED PROPERTY
19-B2338	B0034982	LORCIN			ABANDONED PROPERTY
11-B4054	B0025730	GLOCK			ABANDONED PROPERTY
20-B4516	B0036468	CHARTER ARMS			ABANDONED PROPERTY
19-B0663	B0034571	UNKNOWN			ABANDONED PROPERTY
14-B1959	B0029296	PHOENIX ARMS			ABANDONED PROPERTY
13-B2763	B0027788	LORCIN			ABANDONED PROPERTY
	B0027788	SMITH & WESSON			
15-B0946	B0030334	GLENFIELD			ABANDONED PROPERTY
22-B2049	B0038701	MOSSBERG			ABANDONED PROPERTY
20-B2881	B0036144	DICKINSON			ABANDONED PROPERTY
20-B0986	B0035819	HERITAGE			ABANDONED PROPERTY
21-B5568	B0038086	SMITH & WESSON			ABANDONED PROPERTY
21-B1968	B0037382	TAURUS			ABANDONED PROPERTY
20-B4346	B0036475	RUGER			ABANDONED PROPERTY
06-B1610	B0017842	RUGER			ABANDONED PROPERTY
22-B5179	B0039402	GLOCK			ABANDONED PROPERTY
19-B1200	B0043701	SMITH & WESSON			ABANDONED PROPERTY
19-B4818	B0035377	RUGER			ABANDONED PROPERTY
20-B2023	B0036026	STOEGER			ABANDONED PROPERTY
17-B0394	B0032556	AARSCHAL			ABANDONED PROPERTY
09-B2548	B0022683	MARLIN			ABANDONED PROPERTY
15-B0689	B0030282	SMITH & WESSON			ABANDONED PROPERTY
18-B0885	B0033616	RUGER			ABANDONED PROPERTY
24-B1597	B0041432	CENTURY ARMS			ABANDONED PROPERTY
	B0041433	GLOCK			TRANSFER FROM ISP

	B0041433	SMITH & WESSON	
	B0041435	RAVEN ARMS	
	B0041436	KEL-TEC	
	B0041437	BERETTA	
	B0041438	SPRINGFIELD	
	B0041439	MAKAROV	
	B0041440	TAURUS	
	B0041441	PHOENIX ARMS	
	B0041442	GLOCK	
	B0041443	GLOCK	
	B0041444	HI-POINT	
	B0041445	KIMBER	
21-B0481	B0036847	H&R	FOUND PROPERTY
23-B3090	B0040259	MOSSBERG	FOUND PROPERTY
	B0040260	BERETTA	
23-B3577	B0040402	SMITH & WESSON	ABANDONED PROPERTY
16-B2578	B0031956	DB	ABANDONED PROPERTY
15-B3323	B0030781	TAURUS	ABANDONED PROPERTY
21-B4409	B0037793	GLOCK	ABANDONED PROPERTY

Consignment Agreement

PRIME TIME AUCTIONS

• BID ANYTIME - ANYWHERE •

2221 S 5th Ave, Pocatello, ID
83201 (208) 232-4912
info@primetimeauctions.com

Auction Date: _____ Consignor # _____
Name: BANNOCK COUNTY
Mailing Address: 1024 E. CENTER ST. Room 104
City: POCATELLO State: ID Zip: 83201
Phone: (208) 236-7331 Email: Kristi K@bannockcounty.gov
Received By: Kristi Klausner
Coordinator: MAGGIE GUTIERREZ (208) 236-7142
mgutierrez@bannockcounty.gov

• Please contact Kristi before making out check.

Location of Items: 5800 S. 5TH AVE. POCATELLO, ID 83201

PLEASE SEE ATTACHED LIST OF ITEMS

Pickup, Preview Details:

Cataloging Details: All items are firearms, unknown "as is" condition

Off-site Address: All items held at Bannock County Sheriff's Office 5800 S. 5th Ave.

Commission: 22 % on items \$ 1,000 and under, 12% on items \$1,001 - \$10,000 and 6% on items above \$10,000. \$1.00 Per Lot

Investment: \$ _____ Advertising, Marketing and Featured Items

\$ _____ Setup, Travel, Moving - Percent, Flat Rate, or Hourly

Other possible service: Cleaning, Repair, Disposal

No up front investments made. We are happy to account for them with the final payment.

Title Received: Yes No. Title Details: Is it Branded, Salvage. Is Vehicle Clean, Has Gas, Good Battery

Damage Disclosure - List damages or needed repairs that cannot be seen.

I have read, understand, and agree to the **front and back** of this consignment agreement.

Signature: _____ Date: 1/14/25

Auction Agreement

Prime Time Auctions agrees to work with the seller to:

- Execute a marketing campaign.
- Assist Seller in auction set-up, grouping and arrangement.
- Assist Seller to catalog, inventory and picture items. Cataloging is a process that takes team work and can happen in steps over time leading up to auction day.
- Provide services for potential buyers, including answering questions, preview and registration.
- Provide expertise, personnel and equipment to conduct auction.
- Summarize and itemize receipts for marketing campaign.
- Work together with Seller after auction to oversee efficient removal.
- Detail accounting of inventory sold and prices received at auction.
- Disburse payment of net proceeds within 14 days following auction.

Seller will provide and agree to:

- Act as an agent to promote your items to potential buyers.
- Allow access to auction site and merchandise by Auction Staff.
- Everything to be sold to the highest bidder with No Minimums or Reserves, unless prior approval is made.
- Seller guarantees they have good title and the right to sell the merchandise and that Prime Time Auctions will be paid before any prior liens or encumbrances.
- Seller agrees not to bid on their own items, doing so will incur all seller and buyer fees.
- Seller appoints Prime Time Auctions power of attorney to endorse, release, or transfer ownership to all titled items.
- A buyer's premium is paid by the buyer on auction day and is kept by Prime Time Auctions for services. Premiums are 5% on items that sell for \$2,501.00 or more and 10% on items that sell for \$2,500.00 or less.
- Seller agrees no items shall be sold or withdrawn prior to the Auction. Full estimated commissions will be charged on items that are withdrawn or sold. This is a legally binding contract.
- This contract will be subject to the legal jurisdiction of Bannock County and the laws of the State of Idaho with a statute of limitations of one year.
- Seller agrees if any item auctioned is not paid for or the buyer has a discrepancy that cannot be resolved, the item will be considered as a "no-sale". The seller then has the option of keeping the item with no commission charged, or the items may be consigned to a future auction at the same commission rate.
- All vehicles will be cleaned. Our staff will also perform necessary maintenance if they find a vehicle or item needs gas or a new battery. This will be mandatory on items requiring attention. Investment in maintenance and cleaning based on time and resources used will be taken from proceeds.
- Seller is responsible for final cleanup. If any items do not sell or buyers do not take some items, the seller can handle these items however they like after the grace period is over.

**PRIME TIME
AUCTIONS**
• BID ANYTIME - ANYWHERE •

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:

Adam McKinney

Department:

911 Communications

Requestor Email:

adam@bannockcounty.us

Item(s) to be considered:

Signature on a lease agreement for Day Wireless to have access to the Chinese Peak Radio Tower Pad.

911 has been working to standardize agreements with Day Wireless for access to the county owned radio sites. Day utilizes these sites to maintain county-owned radio gear and Day owned radio gear. This agreement replaces a verbal agreement allowing Day to access the county sites and charges

Date of meeting being requested:

01/14/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

02/01/2025

Contract/Agreement End Date:

01/31/2025

List of additional attendees:

TOWER SITE LEASE AGREEMENT

This Tower Site Lease Agreement (hereinafter referred to as "Agreement") is entered into and effective as of this first day of December 2024 (hereinafter "Commencement Date"), by and between Bannock County 911 (hereinafter "Lessor") and Idaho Communications, LLC dba Day Wireless Systems LLC (hereinafter "Lessee").

1. **Lease of Site:** Lessor authorizes Lessee to install, operate and maintain at Lessor's Communications Site (hereafter referred to as "Premises") as described on Exhibit 1, at Lessee's sole expense and risk, communications equipment along with associated other electronic equipment and mounting structures designated on Exhibit 1 of this Agreement ("Equipment"), at places designated by Lessor and installed by Lessor or a pre-approved contractor. Any change or addition to the Equipment must be pre-approved by Lessor. Lessee shall, at all reasonable times, have the unrestricted right to enter or leave the Premises where Lessee's Equipment is located unless restrictions are specified in Exhibit 1. Lessee agrees to take, at Lessee's own expense, all measures and precautions necessary to render Lessee's Equipment inaccessible to unauthorized persons. Lessor agrees that it will not give unauthorized persons access to the Equipment. Lessee shall maintain Equipment in good working order and in accordance with the installation standards in section 17 and as listed in Exhibit 1.
2. **Term:** The initial term of this Agreement shall be five (5) years commencing on February 1, 2025 ("Initial Term"). The Premises may be subject to terms and provisions of an underlying lease executed by and between Lessor as tenant or site manager and other parties as landlord and/or site owner. Lessee hereby agrees to abide by such terms and provisions in addition to those identified in this Agreement. If the Premises become unsuitable for Lessee's operations, at any time, Lessee may terminate this Agreement with three hundred sixty-five (365) days prior written notice. Either party may terminate this Agreement at the end of any Term with thirty (30) days prior written notice. In any event, this Agreement will terminate when Lessor's underlying lease terminates, if applicable.
3. **Rent:** Rent shall be \$1.00 (one dollars and no cents).
4. **Other Fees:** Lessee may be required to pay all, a portion of, or the increase in any Lessee fees, regular or special use fees, assignment fees, permit fees, road use fees, charges and taxes (municipal, state, and federal), now, or hereafter be imposed upon Lessee and/or Lessor for operation of or the ownership of the Equipment.
5. **Condition of Site:** Lessee takes the Premises as-is and Lessor shall have no responsibility for its condition, or damage suffered by the Lessee or any other person due to such condition. Upon expiration or termination of this Agreement, Lessee will remove all Equipment from the Premises, which was placed there by Lessee and will restore the Premises to its original condition, reasonable wear and tear notwithstanding.
6. **Liability:** Except for its own acts, Lessor shall not be liable to Lessee or to any other person for any loss or damage, including incidental, consequential or special damages, regardless of cause. Specifically, but without limiting the generality of the foregoing, Lessor shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or imperfect or unsatisfactory communications experienced by the Lessee for any reason whatsoever. Lessee will indemnify and hold Lessor harmless from any loss, damage, or liability, consequential or otherwise, occasioned by growing out of, or arising, or resulting in connection

with this Agreement or any act or failure to act by Lessee, its agents, or employees. Each portion of this clause will be applicable unless not permitted under the laws of the State of Idaho.

7. **Installation and Interference:** Lessee will install, operate and maintain its Equipment in accordance with applicable laws and regulations, including but not limited to FCC rules, and so as not to cause interference with any other transmitting or receiving Equipment whether located on the Premises or not. In the event Lessor finds the Equipment causes such interference, at its sole cost and expense, Lessee shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, Lessor has the right to disconnect and remove any Equipment not in compliance with this paragraph.

a. All installations of antennas and other apparatus upon the Premises shall be made by Lessor or a pre-approved contractor, and all repair and maintenance of such antennas and other apparatus on said tower shall be performed solely by Lessor or a pre-approved contractor.

b. Installation of Equipment and apparatus within the building located on the Premises shall be performed by Lessor or with Lessor's consent and Lessor shall have the right to restrict Lessee regarding the place of installation of Equipment, type, and amount of equipment installed – and as to the condition of said equipment and any appurtenance.

8. **Personal Lease:** This Agreement is personal to Lessee and no assignment or sublease in whole or part shall be valid without the written consent of Lessor. Lessor may assign its rights under this Agreement to any other party.

9. **Insurance:** Lessee shall carry during the term of this Agreement public liability and property damage insurance with respect to the Equipment and activities in the amounts detailed below.

Within five (5) days after the execution of this Agreement, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Premises with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Premises specific and name Lessor as an "additional insured" on each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered. All insurance shall be maintained during the term of the applicable Agreement in companies legally qualified to transact business in the state where the applicable Premises is located. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Premises, but coverage shall not be reduced at the Premises by activities at Lessee's other property.

Lessee shall insure its Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

• **Business Automobile Liability:** Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

1. Combined Single Limit \$1,000,000.00

• **Commercial General Liability:** Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

1.	Policy Form	Occurrence
2.	General Aggregate Limit	\$2,000,000.00
3.	Products & Completed Operations Limit	\$2,000,000.00
4.	Personal Injury & Advertising Injury Limit	\$1,000,000.00
5.	Each Occurrence Limit	\$1,000,000.00
6.	Damage to Premises	\$ 100,000.00
7.	Medical Expense Limit	\$ 5,000.00

10. **Notice Address:** All notices, requests, claims, demands, and other communications hereunder shall be by written notification and shall be delivered to the respective parties at the addresses first written below, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by a nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

LESSOR: Bannock County 911
624 East Center
Room 205
Pocatello, ID 83201

LESSEE: Idaho Communications, LLC dba Day Wireless Systems LLC
6430 Lake Rd
Milwaukie, OR 97222

11. **Prior Negotiations:** This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. No revision of this Agreement shall be valid unless made in writing and signed by authorized agents of both Lessor and lessee.

12. **Applicable Law and Venue:** Lessee agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the state in which the Premises resides. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the State courts located in Bannock County, Idaho.

13. **Attorneys' Fees:** Lessee agrees to pay in the event of a default, all of Lessor's attorneys' fees, plus all attendant costs whether or not litigation is initiated.

14. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and

restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. **System and Installation Standards:** Lessee shall comply with the following:
- a. All in-building equipment will be labeled with Lessee's name, the name and phone number of a technical contact, an emergency contact, operating frequencies, transmit power, and ERP. Lessee will post a copy of Lessee's valid FCC License(s) for all licensed frequencies.
 - b. Antennas must be mounted with only approved mounts or other specified mount. Antennas and microwave dishes that require stabilizing arm(s) must use required devices.
 - c. Appurtenance's that require a mounting surface larger than the tower leg provides requires a face type mount incorporating any ancillary items for that antenna (stiff arm, ice shield).
 - d. All mounting devices and hardware must be hot-dip galvanized or stainless steel.
 - e. Welding, drilling, or structure modifications of any kind are not permitted without prior written approval of Lessor.
 - f. All radio equipment needs to attach to internal grounding halo (if provided).
 - g. All penetrations must be weather and pest sealed.
 - h. All lines must be routed down to equipment in an orderly fashion. Lines must also route in cable management system (if provided). If there isn't a cable management system, then lines must be tied at intervals no greater than three (3) feet. All lines shall be tied to cable ladder (if provided) in a manner not to impede future use or damage other lines.
 - i. All lines must be marked via colored tape pattern at antenna, tower base, both sides of cable entry to facility, and at internal equipment. If lease authorizes "spare" lines, they must be marked, terminated with proper load, and weatherproofed. Lessee may not use a color pattern currently in use. Lessee must denote the color pattern used and placed with contact information.
 - j. All conductors and coax type lines need lightning arrestors at entry to facility. Approved arrestors include: Poly Phaser, Gas, MOV, and Silicone Avalanche Diode.
 - k. All lines must be grounded in a minimum of three (3) places: the top and bottom of the vertical cable run, and at the entry to facility. Please make change request prior to installation.
 - l. All line entries into facility must be sealed upon completion of install.
 - m. When possible, lines need to be installed with a "drip loop" in the line after leaving the tower en route to the facility. All transmission lines must be secured using stacking, cushion, butterfly, or stack block type hangers.
 - n. Lessee must cooperate in a timely fashion with Lessor and other parties, including tenants of other sites, when called upon to investigate a source of interference, whether or not it can be proven that their equipment is involved.
 - o. Upon termination of the Agreement ALL equipment will be removed from site within thirty (30) days, unless prior arrangements have been authorized by Lessor. If Lessee replaces equipment, then all old equipment that is no longer part of the Agreement will be removed from the Site within thirty (30) days, unless prior arrangements have been authorized by Lessor.
 - p. Filters, cavities, and circulators, isolators, combiners, and multi couplers are required as industry standard. Special site requirements should be noted in Exhibit 1.

- q. Transmitters, receivers, combiners, multi couplers, and antennas must meet manufacturer's specifications in operation and mounting.
- r. Cabinets must be bolted to the floor and or braced to the ceiling and grounded.
- s. No later than 15 days beyond substantial completion of installation, Lessee will return the provided site drawing delivering the as built condition is in accordance with authorized equipment and locations. Lessee will also submit the completed installation documents including installation photographs as verification installation standards are met along with any permits, studies, determinations, licenses, or authorizations in copy needed in the course of installation.
- t. If Lessor is operating the Site via an underlying land lease or site management agreement Lessee agrees to abide by any additional technical standards required by any said landowner. These additional standards are available upon request.
- u. Lessee agrees to abide by additional specifications in a timely manner if Lessor provides notification of an update to the System and Installation Standards.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement as of the latter signature date below.

LESSOR:

Bannock County Commissioners

By:

Its: *Commissioner*

Date: *January 14, 2025*

LESSEE:

Idaho Communications, LLC dba Day Wireless Systems LLC

By:

Its:

Date:



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](tel: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:

Daniel Kendall/Facilities Director

Item to be considered/background:

Request to discuss for a potential signature on an utility easement.

How much time will be needed? Meeting date requested:

5 minutes

1/14/25

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:

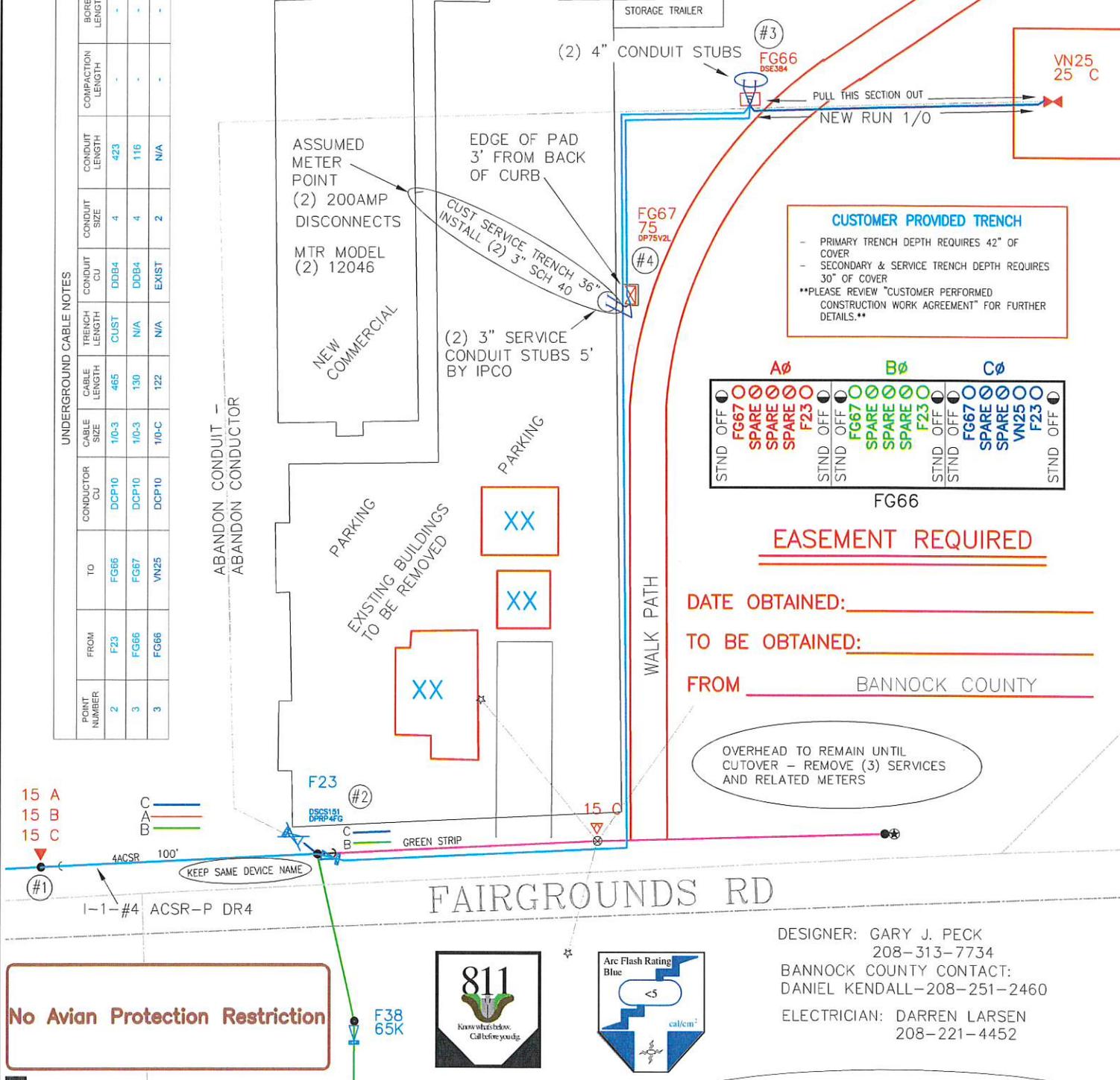
Hal Jensen

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

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
2	F23	FG66	DCP10	10-3	465	CUST	DDB4	4	423	-	-
3	FG66	FG67	DCP10	10-3	130	N/A	DDB4	4	116	-	-
3	FG66	VN25	DCP10	10-C	122	N/A	EXIST	2	N/A	-	-

UNDERGROUND CABLE NOTES



CUSTOMER PROVIDED TRENCH

- PRIMARY TRENCH DEPTH REQUIRES 42" OF COVER
- SECONDARY & SERVICE TRENCH DEPTH REQUIRES 30" OF COVER
- **PLEASE REVIEW "CUSTOMER PERFORMED CONSTRUCTION WORK AGREEMENT" FOR FURTHER DETAILS.**

Aø			Bø			Cø		
STND OFF	FG67	F23	STND OFF	FG67	F23	STND OFF	FG67	F23
SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE
FG66	FG66	FG66	FG66	FG66	FG66	FG66	FG66	FG66

EASEMENT REQUIRED

DATE OBTAINED: _____
 TO BE OBTAINED: _____
 FROM BANNOCK COUNTY

OVERHEAD TO REMAIN UNTIL CUTOVER - REMOVE (3) SERVICES AND RELATED METERS

No Avian Protection Restriction



DESIGNER: GARY J. PECK
 208-313-7734
 BANNOCK COUNTY CONTACT:
 DANIEL KENDALL-208-251-2460
 ELECTRICIAN: DARREN LARSEN
 208-221-4452

TIMES SCALE 0 1 2 3 4 Customer: _____ Date: _____

Job Title: **BANNOCK COUNTY-10588 FAIRGROUND DR - NEW COMMERCIAL**

Additional Description: **INSTALL ADDTL PH / NEW DIP EXIST POLE / 3PHPR1/4" CON / 75KVA 12.5 120/208**

Additional Description: **REM EXISTING O/H SERVING BUILDING - CUST TRENCH/BACKFILL / COMPACTION**

Feeder Map File Name: HLND1201					Surveyed or GPS: NONE	FDR By: _____	Designer: GJP7750
Qua 3 TwN 06S Rng 34E Sec 12 Mer BM					Joint Use Attachment: NO	Date: _____	Design No: 0000174538
State ID _____ County Bannock					Pre-Built Date: _____	ArcFM By: _____	Work Order No: 27670286
Operating Voltage: 12.5kV					Build as Designed: _____	Date: _____	



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

ERNE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

TERREL N. TOVEY
Commissioner
3rd District

CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to commission@bannockcounty.us; fax it to 208-236-7363; or send it by mail to: Bannock County Commissioners, 624 E. Center St., Room 101, Pocatello, ID 83201. *Please be sure to include any supporting documents.* If you have any questions, feel free to call 208-236-7210.

Name:

Josh Whitehead

Phone/Email:

[REDACTED]

Concern/issue/question:

My company (Daida) did some work for Bannock County and Steve Herzog in May of 2022. We are currently storing 85 boxes of county records in our branch warehouse and waiting for authorization to return or destroy. My request is to have the "Authorization to Destroy" form sent to Kristi Davenport signed that way we can destroy the records and create room in our warehouse. I will provide a certificate of destruction once we destroy the records.

Suggested solution?

Please sign forms attached in the email to Kristi Davenport, and send them back to [REDACTED]

Please include any supporting documents with your Concerns/Issues Request Form.

Commission Office Only:	
Date: <u>1/14/25</u>	Department: _____



Integra Scope of Work (SOW)

Customer Information

Date: Integra Account Manager:

Company Name: Department:

Primary Contact: Phone:

Email Address: Cell:

Billing Contact: Phone:

Email Address: Cell:

Billing Address:

City: State: Zip Code:

Invoice Method: Email US Mail Both

Project Name:

Method of Delivery to Integra: Delivery Date:

Frequency of Required Access to Documents:

Customer is responsible for the following:

- boxing documents and labeling boxes with a minimum of "box #"
- providing a master list of boxes with a general description of what is in each box
- providing, for each box, a detailed list for the contents within the box
- providing a pick-up receipt

Comments/Exceptions:

Paper Description

Image Count:

209,865

File Count:

1,354

Box Count:

85

Paper Size:

<5 X 8	0%
8.5 X 11	50
8.5 X 14	50
11 X 14	0%
18 X 24	0%
24 X 36	0%
36 X 48	0%
Other	0%

Simplex	100
Duplex	0%
Tissue/Onion	0%
Std Weight	0%
Cardstock	0%
Other Color	0%
Black and White	0%

Photos:

- Return
- Copy
- Scan Black and White
- Scan Color
- Return after scan
- No Photos

Color scanning requirements (digital photos, charts, graphs, ect.):

Other Prep Requirements

- Create list
- Change file order
- Verify against list
- Unbind
- Rebind
- Pull fasteners
- Burst
- Check for misfiles
- BI-folds/Tri-folds
- Cut
- Torn/Tattered documents
- Copy folders

Send Backs, Shred without scanning and other Prep Requirements or Instructions

Indexing/Barcodes

Field Name	Size	Field Type	Required	Barcode	Dropbox	Format
File No		Alphanumeric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	STD
		Alphanumeric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Alphanumeric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Alphanumeric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Alpha	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Alpha	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Numeric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Location of Index Values:

Field Name	Location
File No	On Folder

Number of Documents:

- Multipage Documents
- Match & Merge Spreadsheet

File Name/Folder Structure:

Barcodes:

- Job Specific Barcodes
- Integra to print
- Customer to print
- Match & Merge Index File
- Comma-delimited
- Tab-delimited
- Pipe-delimited
- .csv
- .xls
- .txt

Delivery for index file: E-mail FTP Cd

Other Indexing Instructions:

Please utilize provided Match & Merge file for additional indexing.

Image Capture and Quality Control

DPI:	200	0%	B and W	100	Camera Board	0%		
	300	100		Grayscale		0%	Splitting	0%
	400	0%		Color		0%	Rotate	0%
	600	0%				Invert	0%	
	Other	0%				Mirror	0%	
				Splicing		0%		

- Crop to frame/camera board
 Crop to image
 Crop to image no border
 Rotate 2nd side only
 Image quality variance:
 High
 Medium
 Low

Average # of "digital" images per card/fiche/roll:

Description of Digital Images:

Please make pages Eye Readable

Comments:

All images quickly reviewed for extreme image quality issues

- 3/3/100 Industry Standard Quality Control

For Paper:

if any issues found then check an additional 3% at 100% per box/roll/batch

if any additional issues found then check 100% per box/roll/batch

- 100% QC (additional cost)
- other QC (additional cost)

Other Document Capture or QC Requirements:

Deliverable/Post Processing

Post Processing:

Full text/Searchable OCR

Sorting/Grouping

Deliverable Media:

CD with Image and index
 DVD with Image and Index
 CD
 DVD
 External Disk Drive
 Other

Import to existing system?
 Yes
 No
 If yes, what system?

Format:
 Tiff Group 4
 PDF
 PDF/A
 Multipage PDF
 PDF/L
 JPEG
 GIF
 Other

Duplicates: Qty
 Deliver
 Store
 Media

Labeling Instructions:

Shipping Instructions:

Upon job completion handle original media as follows:

Reconstruct and return to customer
 Return source media via Fed Ex
 Return to customer
 Hold for destruction Authorization
 Reconstruct and store for customer
 Store for customer

Approval

The undersigned agree to this SOW and authorizes commencing the job, as described in this document.

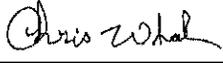
Customer

Integra

Name: Steve Herzog

Name: Chris Whalen

Signature: _____

Signature: 

Date: _____

Date: 5/22/2020



TERMS & CONDITIONS FOR CONVERSION SERVICES

Scope of Work. Integra Information Technologies, Inc. (herein after "INTEGRA") shall perform the scope of work (SOW) detailed in the proposal attached to these Terms and Conditions. This Agreement may only be amended in writing and only with the consent of both parties. By signing the Agreement, Client acknowledges that it has reviewed and completed INTEGRA'S SOW and agrees that it is reasonable and acceptable for the Project. Additional services outside of the SOW will be outlined in a Change of Work Addendum.

Standard of Care. INTEGRA will perform services using the customary care and skills employed by competent persons performing similar services under similar circumstances, subject to any limitations or exclusions contained in the SOW under this Agreement. INTEGRA does not warrant or guarantee services outside of the SOW.

Levels of Service. INTEGRA offers different levels of conversion services to suit the desires and needs of different clients. The level of quality is often directly dependent on the quality of the original documents/images and often cannot be improved. Increased quality or enhanced images from poorer quality documents may be possible to achieve, but at an increased cost that is to be covered in a signed Change of Work Addendum.

Client must determine the level of service adequate for their purposes. Client has reviewed the SOW and has determined that they do not require a greater level of service than stated in this agreement. Unless otherwise specifically stated in writing, the services will not be performed in accordance with any particular written or published guidelines, but in accordance with INTEGRA'S SOW.

Client Responsibilities. Client is responsible for communicating all necessary information to INTEGRA for the set up of the SOW. A signed SOW is required prior to the pick up of any documents. All documents will be converted in accordance with the SOW. Any changes made by the Client after the start of the project, require a Change of Work Addendum and will be billed at INTEGRA'S standard rates unless otherwise agreed upon.

Client is responsible for the selection and proper sequence of records to be converted, itemized lists of records in each box, packaging, labeling, media type, indexing requirements, record order, quantity, authorized personnel, duplicates, document disposition, and delivery method prior to pick-up. Also, Client will sign a document release form prior to pick-up. Any of the above items not completed by Client can/will be performed by INTEGRA at standard rates.

Client is responsible for bringing all documents to a central loading dock area for pick up. INTEGRA will load

documents from there. Any additional loading requirements will be billed at standard hourly rates. Client is responsible to insure that all records are backed up in case of an incident rendering the documents unreadable as INTEGRA is not responsible for the replacement cost of lost data.

Unacceptable Documents. INTEGRA is entitled to reject and return documents that may endanger it's personnel or that would produce unsatisfactory results for the Client. This includes but is not limited to, documents that have suffered liquid damage, insect/animal larva or feces infestation, mold, mildew, aged/brittle records and illegible documents of any kind.

Payment Terms. All invoices shall be paid within thirty (30) days of the date of invoice. Invoices for work performed under extended contracts will be sent bi-monthly unless otherwise noted. Client shall pay a late payment charge of 1.5 percent per month (18% per annum) on any past due balance. Integra reserves the right to suspend delivery or service until payment is made in full. All expenses including attorney fees incurred by INTEGRA to collect any past due amounts shall be charged and paid by the Client.

Changed Conditions. If, after execution of this agreement, INTEGRA discovers conditions or circumstances not anticipated by us, and/or not disclosed by Client, we will promptly notify Client of the change condition with a Change of Work Addendum. Client agrees to negotiate an appropriate modification to the Bid/SOW, including an appropriate modification to INTEGRA'S fees. If not otherwise agreed on, INTEGRA'S standard rates/fees will apply. If INTEGRA and Client cannot agree on a revised SOW or fee, either party may terminate this Agreement as set forth in this Agreement.

Title and Ownership. All images produced by INTEGRA are the property of INTEGRA until the work is accepted (signed for by the Client) and payment is received. All records remaining at INTEGRA after 30 days following the Client's Authorization for Destruction will be destroyed without further notice. Any records left with INTEGRA for 30 days after completion of the job, without Authorization for Destruction shall be stored at INTEGRA or returned to Client at INTEGRA'S standard rates for storage, pickup and delivery. Following Client's acceptance, all electronic data and any back-ups will be purged unless there is a signed contract for additional document or data storage.

Charges for Termination. If the Client terminates the project for any reason prior to completion, the Client shall pay for all work identified in the original SOW, including all costs and expenses incurred by INTEGRA.

Client's Initials _____

Limitation of Liability. Client agrees that its sole and exclusive remedies for any damage or loss in any way connected with the products and/or services as a result of negligence, or any breach of any other duty, shall be, at INTEGRA'S option, which may include: correction of defective services or credit for any appropriate portion of any payment made by the Client with respect to the products/services.

Client agrees to limit INTEGRA'S total aggregate liability to Client arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of INTEGRA, including but not limited to attorney's fees and costs, shall not exceed the greater of \$25,000 or INTEGRA'S total fee for the services rendered on this Project, whichever is less. If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate increase in fee to reflect the change in risk allocation.

Survivability. The limitations of liability established under this Agreement shall survive the expiration of termination of this Agreement. If INTEGRA provides additional services under this Agreement, or any amendment to it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

Under no circumstances (including breach of the warranty against infringement) and under no legal theory, tort, contract, or otherwise, shall either party be liable to the other person for any special, exemplary, punitive or consequential damages including and without limitation, damages for loss of profits or good will, work stoppage, computer failure or malfunction, or any and all other damages or losses, or for any damages in excess of the fees and charges actually paid hereunder.

Limitation of Warranties. Except as specifically provided herein, INTEGRA disclaims all warranties with regard to the products sold hereunder, including all implied warranties of merchantability, fitness for a particular purpose, or performance. Also, any statements made by INTEGRA salespersons or employees do not constitute warranties and shall not be relied on by the Client for purchasing or other decisions. Only the executed SOW document and these terms and conditions represent INTEGRA'S commitment to the Client. Any stated warranties contained herein are in lieu of all obligations or liability on the part of INTEGRA for loss of profits or damages, including, but not limited to, direct, indirect, special, incidental, consequential, or exemplary damages arising out of or in connection with the use of performance of the products sold hereunder.

In no event shall INTEGRA be liable for any failure of performance or damage to the products hereby conveyed, or any other property or equipment, resulting from the Client's connection, interconnection, interfacing, attachment or use, whether by electrical, mechanical or other means, of the products hereby conveyed to or with other items of equipment, hardware, firmware or software not specifically approved by INTEGRA in the INTEGRA proposal, SOW or subsequent addendum hereto, in writing signed by both parties.

Non-Solicitation. Client agrees that during the term of this Agreement and for two years thereafter, (the "Non-Solicitation Period") it will not directly or indirectly employ or attempt to employ or cause or attempt to cause any business to employ any INTEGRA employees, consultants or vendors.

Integration and Amendment. Client agrees that this agreement together with the SOW constitutes the full and complete agreement between the Client and INTEGRA for the project specified herein and that this Agreement supersedes any other terms, which may have been provided by the Client. This Agreement may be amended or modified only by a written agreement by both parties.

Controlling Law. This Agreement shall be governed by the laws of the State of Idaho. This Agreement is not assignable by either party except by prior written agreement of the other party.

Force Majeure. Neither party hereto shall be responsible for a force majeure event, including delay or failure in performance resulting from acts of God, acts of nature, unavailability of supplies or sources of energy, war, any governmental act or order of a court, fires, floods, embargoes, strikes or similar acts. Either party shall have the right to terminate this Agreement if the force majeure events prevents the other party from performing its obligations for a period of more than sixty (60) days. In the event that this Agreement is terminated due to a force majeure event, the parties shall have no further obligation or liability hereunder.

Default. If Client should default on its obligations under this Agreement, then INTEGRA may elect to terminate the Agreement and declare the entire amount of the unpaid balance due and payable immediately and exercise any other remedy existing, including retention of the completed work until payment is received. Client shall pay INTEGRA all costs and expenses incurred by INTEGRA, including reasonable attorney's fees in exercising its rights or remedies hereunder.

Confidentiality. In the course of performance of this Agreement, each party may have access to information and data of the other party, which may be considered confidential or proprietary trade secrets. Each party agrees to use such confidential material and/or trade secrets only for the purposes of this Agreement, and not to otherwise use, copy, disclose or disseminate trade secrets without prior written consent. This provision will continue after the termination of this agreement.

Waiver. A waiver by either party or any term of condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for future events, failures or breaches. The failure or delay of either party hereto in exercising any of its rights under this Agreement shall not constitute a waiver of such rights.

Approval. The undersigned agrees to all terms and conditions herein and authorizes commencing the project.

Client: _____

Signature: _____

Date: _____

INTEGRA: _____

Signature: _____

Date: _____

Client's Initials _____

ADDENDUM A

STANDARD PRICING FOR CONVERSION SERVICES

Project Sample Testing:

Paper to Digital	\$295.00
Large Document Scanning	\$295.00
Paper to Film	\$295.00
Lab Services	\$50.00
Roll Film to Digital	\$350.00
Digital to Film	\$200.00
Fiche to Digital	\$250.00
OR	
By the Hour	\$35.00 per hour

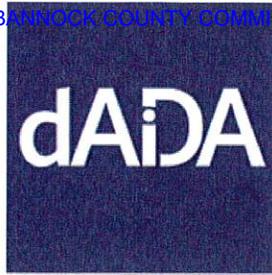
Hourly Rates:

Prepping for Scanning or Filming	\$35.00 per hour
Reconstruction of Documents	\$35.00 per hour
Record Pulls	\$25.00 per hour
Scanning Services	\$35.00 per hour
Microfilming Services	\$35.00 per hour
Laboratory/Processing Services	\$35.00 per hour
Film to Digital Conversion	\$35.00 per hour
Digital to Film Conversion	\$35.00 per hour
Indexing	\$35.00 per hour
Receiving and delivering documents	\$25.00 per hour
Quality Control/Assurance	\$35.00 per hour
Post Processing/Exporting Documents	\$35.00 per hour

Other Rates:

Copies/faxes	.20 per page (\$2 minimum)
Bar Code Generation	.10 per page
Image Output Prints	.10 per page
Mail/Fed Ex/UPS	Cost plus 10 percent
DVDs	\$50 each
Portable Hard Drives	\$150 each
Pick-up and Delivery	.75 per mile (\$25 minimum)
Receiving & Delivering Documents	\$25.00 per hour
Paper Shredding	\$6.95 per letter size box \$7.95 per legal size box
Film Shredding	\$10.95 per bag
Paper/Document Storage	\$2.00 per box per month
Film/CD/DVD Storage	\$1.00 each per month
Web Hosted Data Storage	Per Gigabyte (see schedule + terms)

Client's Initials _____



Acceptance of Digital Images

I understand completely that upon receipt of this document, it is my obligation to inspect these scanned documents as soon as possible. Daida expects to receive this signed acceptance **within thirty (30) calendar days** of ship date, hand delivery date or digital delivery date. I understand that **failure to comply within this time frame will automatically result in storage charges of \$2.00 per box per month.**

Daida agrees upon receipt of this signed form to return or dispose of these scanned documents appropriately and expeditiously. As per policy, Daida will also destroy the electronic records on the server that were scanned for the job.

I hereby authorize and direct Daida to **RETURN** in a manner they deem confidential and appropriate those documents or class of documents described below.

I hereby authorize and direct Daida to **DESTROY** physical records described below in a secure manner. This also constitutes your acceptance of the images and requires us to remove all electronic records from our servers and electronic storage.

DATE	Project #	Boxes
1/9/2025	Bannock County	85 Boxes

TYPE OF RECORDS SCANNED: County Records

Company Bannock County

Printed Customer Name ~~Kristi Davenport~~

Customer Signature **Date**

In the Matter of DESIGNATING)
COUNTY ROADS FOR STATE REIMBURSEMENT)

R.S. No. 2025-04
January 14, 2025

RESOLUTION

WHEREAS, the following road has been constructed to meet Bannock County Road and Bridge standards, is paved, and in good condition:

<u>Road</u>	<u>Length</u>	<u>Location</u>
Eagle View Drive	3,281 FT	Mount Bonneville Estates Phases 2 & 3

and

WHEREAS, County Public Works Director Kiel Burmester has recommended it being in the best interest of Bannock County to add this road to the County road system at this time; and

WHEREAS, Bannock County wishes to start receiving reimbursement from the Idaho Transportation Department for the total mileage added to the County road maintenance system; and

WHEREAS, in order to receive reimbursement, Bannock County must identify additions to the County road system and officially place them on the Bannock County road maintenance system;

NOW, THEREFORE, BE IT RESOLVED that Eagle View Drive is hereby identified as a County road and will be officially placed on the Bannock County Road Maintenance System.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

In The Matter of AUTHORIZATION TO)
DISPOSE SURPLUS ASSETS/PROPERTY)

R.S. No 2025-5
 January 14, 2025

RESOLUTION

WHEREAS, Idaho Code §§31-807 and 31-808 vest the power and authority to manage real and personal property for the benefit of the County with the Board of County Commissioners; and

WHEREAS, Idaho Code §31-829 provides that whenever any elected official has any personal property belonging to the county under his/her jurisdiction or control which, in his/her judgment, is of no further use to the county, he/she may, with the consent of the Board of County Commissioners, dispose of the property through sale or other means; and

WHEREAS, the following assets/property are of no further use to the County:

Quantity	Description	County Asset Number/VIN
49	18" 4 drawer filing cabinets	1097, 1944, 2037, 2561/6729, 5425/6804, 9040
2	18" 5 drawer filing cabinets	0939, 6633
1	18" 2 drawer filing cabinet	
1	15" 2 drawer filing cabinet	

and

WHEREAS, it was recommended to recycle the filing cabinets.

NOW THEREFORE, IT IS HEREBY RESOLVED that the above property is declared to be surplus and the items be taken to recycle.

BOARD OF BANNOCK COUNTY COMMISSIONERS

 Ernie Moser, Chair

 Jeff Hough, Member

 Ken Bullock, Member

ATTEST: _____
 Jason C. Dixon, Clerk

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:

Stacy Lusk

Department:

Bannock County Sheriff's Office

Requestor Email:

stacyn@bannockcounty.gov

Item(s) to be considered:

The Sheriff's Office will have Western Records Destruction shred various records that are ready for disposal according to the Bannock County Sheriff's Office retention policy

Date of meeting being requested:

01/14/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

N/A SIGNATURE ONLY

POST OFFICE BOX 4666
POCATELLO, IDAHO
83205-4666



TELEPHONE
208-236-7111

TONY T. MANU
Sheriff

ALEX HAMILTON
Chief Deputy

Memo

To: Board of Bannock County Commissioners
From: Sheriff Tony Manu
Date: January 8, 2025
Re: Shredding

The Bannock County Sheriff's Office Civil, Records, Driver's License, Detectives, Detention, and Patrol will be shredding approximately 50 boxes of various records. The material to be shredded by these divisions is ready for disposal in accordance with the Bannock County Sheriff's Office Retention Policy.

Civil Office-15 boxes of 2024 service sheets that have been scanned to a permanent location.

Records Office- 20 boxes of bookings from 2024 that have been scanned to a permanent location.

Detention Office-15 boxes of inmate records that fall into the temporary retention schedule of less than 2 years.

Western Records Destruction Company will shred the material.

Sheriff Tony Manu
Bannock County Sheriff's Office

"Working to make a difference."

	<p>Civil Enforcement Case Files</p> <p>Record of Actions taken relating to specific civil case. Information may include attempts at service, actual service information, evictions and documentation of enforcement actions taken under the provisions of the order.</p>	<p>Idaho Code 31-871</p>	<p>TEMP-NO LESS THAN 2YRS/ AND OR SCANNED PERMANENT</p> <p>DESTROY 24 HRS</p>
	<p>Officer Notes</p> <p>Notes written by officers during the course of a shift containing information, which may or may not be included in an official report. May pertain to contacts, incidents, unusual circumstances, and other subjects. Useful for referral in writing reports and testifying in court. Information includes names, dates, times, vehicles, activities, locations, and related data.</p>	<p>Idaho Code 31-871</p>	<p>TEMP- NO LESS THAN 2 YRS</p>
	<p>Miscellaneous Office Correspondance (CIVIL)</p>	<p>Idaho Code 31-871</p>	<p>TEMP- NO LESS THAN 2 YRS</p>
	<p>Request of Status Checks (CIVIL)</p>	<p>Idaho Code 31-871</p>	<p>TEMP- NO LESS THAN 2 YRS</p>
	<p>Month End Balance Sheet (CIVIL)</p>	<p>Idaho Code 31-871</p>	<p>TEMP- NO LESS THAN 2 YRS</p>
	<p>Duplicate Receipt Books (CIVIL)</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>

	<p>Traffic and Other Citations</p> <p>Driver's Services Copy and Court Copies (2) are given to Bonds and Fines located at the Courthouse, the Defendant's copy is given to the defendant, the Officer's copy is entered into Spillman and returned to the Officer.</p>	N/A	N/A
	<p>Video Evidence/Cop View Video</p> <p>Unless otherwise noted</p>	Idaho Code 31-871	TEMP-NO LESS THAN 2 YRS
	<p>Activity Logs and Reports</p> <p>contract town times</p>	Idaho Code 31-871	TEMP-NO LESS THAN 2 YRS
	<p>Officer Daily Logs</p>	Idaho Code 31-871	TEMP-NO LESS THAN 2 YRS
	<p>Officer Training Records</p> <p>This pertains to past employee records</p>	Idaho Code 31-871	SEMI-PERMANENT NO LESS THAN 5 YRS
	<p>Current Officer Training Records</p> <p>Please refer to the above once the status changes from current to past.</p>	Idaho Code 31-871	INDEFINATE WHILE EMPLOYED
	<p>Warrants</p> <p>Search Warrants and Copies of Warrants</p>	Idaho Code 31-871	SEMI PERMANENT NO LESS THAN 10 YRS

	<p>Lost and Found Property Records</p> <p>Records Documenting Lost and Found, Abandoned Property, Money, Bicycles, Autos, not related to a crime, Inventory Lists</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
	<p>MCR Reports</p>	<p>Idaho Dept. of Admin</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
	<p>OR Reports</p> <p><u>Charged Crimes Against Adults/Children</u> Prosecutor Approval</p> <p><u>Not Charged</u></p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 15 YRS</p> <p>SEMI-PERMANENT NO LESS THAN 10 YRS</p>
	<p>Detective Cases</p> <p><u>Property Crime</u></p> <p><u>Involving People</u></p> <p><u>Homicide Cases</u></p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 10 YRS</p> <p>PROSECUTORS OR INDEFINATE</p> <p>INDEFINATE</p>
	<p>Informant Case Files</p> <p>Records that document information about informants used by department personnel. May include reports, case notes, correspondence, payment records, fingerprint cards, signature cards, letters of understanding on informant activities and related records.</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
	<p>Confidential Informant Case Files</p> <p>Original records that document information about confidential informants used by authorized personnel. May include case notes, written statements, interviews, photos, recordings.</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>

Detention Inmate Records Retention/Destruction Schedule

		RESOURCE	RETENTION SCHEDULE
	Booking & Inmate	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Court orders/records	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Photographs/Fingerprints	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Itemized inventory forms (Property, money, etc.)	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Request slips	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS

	Cash account activity	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Classification records	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Rule infraction reports	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Disciplinary action records	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Grievances	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Incident reports	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	PREA Specific Incidents (reports, evidence, etc.)	PREA FEDERAL STANDARDS	SEMI-PERMANENT NO LESS THAN 10 YRS

	Release records	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Work release forms	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Work release logs	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Any other inmate records	IDAHO DEPT. OF ADMIN	SEMI-PERMANENT NO LESS THAN 10 YRS
	Inmate Count	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Cleaning Assignment	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS

	Court list	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Chaplin/AA In/Out	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Disciplinary log	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	E-Pod Locker Assignments	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Kitchen Salypport In/Out log	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Housing Activity	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS

	Housing Bunk Assignment	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Key Counts/Control (Central)	IDAHO DEPT. OF ADMIN	TEMP- NO LESS THAN 2 YRS
	Law Library log	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Razor list	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Rec Yard log	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Shift Schedules	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS

	Security Checks (Central)	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Sheriff's Count	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Taser In/Out log (Central)	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Volunteer In/Out log (Central)	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Work Release List	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS
	Misc. documents, forms or logs	IDAHO DEPT. OF ADMIN	TEMP-NO LESS THAN 2 YRS

Bannock County Sheriff Retention Policy

	RESOURCE	RETENTION SCHEDULE
<p>Prisoner Board Billings</p> <p>County/ US Marshall prisoner fee billings</p> <p>Financial Records</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5YRS</p>
<p>Pop Money Receipts/Lists</p> <p>Money taken from inmates commissary accounts/Checks payable to BCSDA (inmates required to sign receipt put in booking as a permanent record)</p> <p>Financial Records</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
<p>Monthly Bank Statements</p> <p>Activity with POTEICO Inmate Commissary Checks</p> <p>Financial Records</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
<p>Commissary Order Reports</p> <p>INP collections/Commissary Collections reports/Check receipts written</p> <p>Financial Records</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
<p>Telmate Deposit</p> <p>Any Fees or money from inmates by mail, intake, or fees (inmate receipt of money in booking as a Permanent Record)</p> <p>Financial Record</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>

	<p>Deposit Books</p> <p>Deposit Slips from bank account at Potelco</p> <p>Financial Records</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
	<p>Detention Fund Deposit</p> <p>Includes Copy of daily intake report, total deposit, balance</p> <p>Financial Reports</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
	<p>Receipt Books</p> <p>Commissary Trust, SCILD fees, Housing fees, W/R fees, Reports & Fingerprints, CWP's, Sex Offender, Misc.</p> <p>Financial Reports</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 5 YRS</p>
	<p>Inmate Lists/Board Bill</p> <p>Twice monthly an inmate list is ran for billing outside counties and federal entities</p>	<p>Idaho Dept. of Admin</p>	<p>SEMI-PERMANENT NO LESS THAN 2 YRS</p>
	<p>Evidence Reports</p>	<p>Idaho Code 31-871</p>	<p>SEMI-PERMANENT NO LESS THAN 10 YRS</p>

	Attachments LAW INCIDENT ATTACHMENTS TO A DEPUTY REPORT, STATEMENTS	Idaho Dept. of Admin	PERMANENT SCANNED, DESTROY 24 HRS
	DUI Test Records	Idaho Code 31-871	PERMANENT SCANNED NO LESS THAN 10 YRS
	Concealed Weapons APPLICATIONS AND LOGS OF CONCEALED WEAPONS PERMIT	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 5 YRS
	SCILD Inmate work program, forms and daily time sheets	Idaho Dept. of Admin	TEMP-NO LESS THAN 2 YRS
	Multi Sale/Gun Purchase & Licensing Businesses that are required to send the Sheriff's Office applications on multi gun purchases	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 10 YRS

	<p>Sex Offenders</p> <p>paperwork in file of deceased sex offender, Original paperwork sent to the State.</p>	Idaho Dept. of Admin	TEMP- NO LESS THAN 2 YRS
	<p>Impound/Towed Vehicle Paperwork</p> <p>Towed/Vehicle Inventory Notice that the officer fills out. A copy is given to the registered owner, tow company, our records, and one initially for the state if needed for processing a title for vehicle.</p>	Idaho Dept. of Admin	PERMANENT SCANNED AC DESTROY 24 HRS
	<p>Expungements</p> <p>Records will be expunged from individual per court</p>	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 10 YRS
	<p>Booking Photos</p> <p>Old booking photos that Records Division received from the Jail to File</p>	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 10 YRS
	<p>Case File</p> <p>Incident/Inmate case files and indexes from 1991 prior</p>	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 10 YRS

	Purchase Orders	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 5 YRS
	Personnel Records Current Employees, Past Employees, Background Files: Current/Past Employees, Medical Files: Current/Past Employees, IA's, Polygraphs, Medical	Idaho Dept. of Admin	SEMI-PERMANENT NO LESS THAN 10 YRS
	Applications for Employment		TEMP- NO LESS THAN 1 YR
	Property Sales Records Documents sale and conveyance of real and personal property by the enforcement agency. May include certificates of levy, notices of sale, publication proofs, mailing receipts, copy of judgement and execution, certificate of sale, return of service, and copy of deed issued.	Idaho Code 31-871	PERMANENT NO LESS THAN 10 YRS
	Writ of Execution/Garnishments/Warrants of Distrain Court enforced garnishment orders issued by the court system. May include garnishment of wages, bank garnishments, and collection of delinquent property taxes.	Idaho Code 31-871	SEMI-PERMANENT NO LESS THAN 5 YRS AND/OR SCANNED PERMANENT DESTROY 24-HRS

**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 January 7, 2025, as approved during the meeting of January 14, 2025.

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:	Tuesday, January 7, 2025
Commissioners present:	Ernie Moser and Jeff Hough
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	John Crowder
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Jon Radford

Agenda Details

AGENDA	
1	Business Meeting (action item) BOARD OF COMMISSIONERS MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
2	<ul style="list-style-type: none"> Executive Session under 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)
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	BOARD OF AMBULANCE DISTRICT <ul style="list-style-type: none"> Ryan O'Hearn, Pocatello Fire Chief, requesting approval for a grant extension for the 2022 Assistance to Firefighters Grant (requested 10 minutes) (action item)
5	BOARD OF COUNTY COMMISSIONERS <ul style="list-style-type: none"> Kristi Klauser, Comptroller, requesting approval of unemployment for Quarter 4 of 2024 with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following Executive Session (requested 5 minutes) (action item)
6	RESOLUTIONS AND ORDINANCES (action items): Resolution No. 2025-01 Approving December 2024 Alcohol Licenses Resolution No. 2025-02 Approving December 2024 Salaries Resolution No. 2025-03 Self-Certification to Increase Micro-Purchase Threshold for Federal Funds
7	SIGNATURE ONLY (action items): Commissioner Proceedings for December 2024
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 Meeting Minutes for December 30, 2024, and January 2, 2025, and Certification of Said Minutes
9	Public Hearing Transfer of Development Rights (action item)

Meeting Notes

- 1 9:00 AM Moser called the meeting to order and shared that there are three executive sessions that will be done at one time.
- 2 9:00 AM Hough moved to enter into executive session under Idaho Code 74-206(1)(f) to communicate with legal counsel, (a) & (b) for personnel, and (d) to consider exempt records. The motion passed by roll call vote. ISU President Robert Wagner was present. 9:06 AM Wagner exited and Shantal Lauulu appeared. 9:10 AM Lauulu exited. 9:11 AM Hough moved to exit executive session. The motion passed. Hough moved to issue a check to ISU for \$168,882.32 and expedite the process to return funds spent for the forensic pathology project. The motion passed.
- 3 9:11 AM Following the executive session, Hough moved for case number 20110199 to accept the offer presented to remove the lien on one property and attach a lien to the new purchase. The motion passed. 9:12 AM Lauulu presented case numbers 20250016 and 20250017 for cremation assistance. Hough moved to approve case 20250016 and deny case 20250017. The motion passed.
- 4 9:14 AM Hough moved to enter into the Board of Ambulance. The motion passed. Autumn Baker and Assistant Chief Dean Bullock appeared. Baker reviewed the grant extension request to utilize the remaining funds left due to cost savings for additional paramedic training. Discussion ensued on training location, cost savings, and expansion preparation. Hough moved to approve requesting an extension. The motion passed. Hough moved to exit the Ambulance District. The motion passed.
- 5 9:14 AM Following the executive session, Hough moved to approve the Q4 unemployment report. The motion passed.
- 6 9:20 AM Moser reviewed the resolutions. Hough moved to approve Resolutions 2025-01, 02, and 03. The motion passed.
- 7 9:21 AM Hough moved to approve the December proceedings for publication. The motion passed.
- 8 9:21 AM The consent agenda included invoices, salary forms, and minutes. Hough moved to approve the consent agenda. The motion passed.
- 9 11:00 AM Planning Director Hal Jensen and Assistant Director Tristan Bourquin appeared. Hough moved to open the public hearing. The motion passed. Moser reviewed the meeting purpose and that written comments were received from Cody and Natalie Scothern, Lynn and Margie Stewart, Leanne Christensen, and Justin Tobias which have been reviewed and are part of the record.
11:02 AM Jensen reviewed the process followed, the public hearing held with Planning Council and the recommended approval to this Board.
11:04 AM Margie Stewart, Bob Smith Road, explained they built where they did because it is quiet and surrounded by ag, and enjoy the quiet and beauty. When the properties were built on Bob Smith Road, there were 10-acre parcels, and the property at issue was split. She would feel different if it was an individual family home, but it is going to be a rental. There is no public land nearby. She is concerned about strangers coming and going and potential trespassing. She opposes another home on that property.
11:06 AM Lynn Stewart, Bob Smith Road, relayed that the applicant misled everyone at the first public hearing. He lives in Utah and not Lava. It is wrong to imply that he is a resident of Bannock County. He is from Utah and used his cabin address in Lava. The land being developed has the development rights used up and it is wrong to buy land somewhere else and transfer the building right to somewhere that it is already used up. For him, it's an investment and he'll make money at the neighboring resident's expense.
11:09 AM Kristie Thornley, Utah, explained her father had property on Bob Smith Road and her parents passed away. She is observing in case the property is affected.
11:10 AM Natalie Scothern, Bob Smith Road, expressed that when the property at issue was sold and divided, they offered to purchase it to keep it as ag, but it was priced extremely high. Now it has sold and this is happening. They moved from Utah to raise their kids in an ag area. When they bought their home,

they were told no one would ever be able to build next to them. That property is less than five acres. This guy has a home with 40 acres, another property in Utah, and is not going to live there.

11:12 AM Darrell Christensen, Bob Smith Road, indicated he emailed a comment, but apparently it has not been seen. He is opposed to the application and his family has been the largest owners on the road since 1971 and the only residents for decades. They allowed Road and Bridge to turn around on their property as needed. He believes owners should be able to use their property as they want as long as it is legal and does not impact neighbors negatively. He explained a previous property separation of a neighbor. The property was sold and then out-of-state people were trespassing on his property. That property was then used as a rental and vandalism started. The applicant paid for the property without building rights.

11:15 AM Hough moved to close the public hearing. The motion passed. Questions were addressed by staff regarding acreage in ag zones. Lot size and density requirements were reviewed. The transfer of development rights criteria includes the property has to be in an ag zone, but it does not specify where in Bannock County the building right or receiving property has to be located. The overall density will satisfy the requirements. The open space concerns are not applicable as this is not a subdivision. A minor land division was done by record of survey previous to the current ordinance. The application meets the intent and complies with the ordinance.

11:27 AM Hough relayed he knows the area and is a property rights advocate. This is a tough decision, but he sees no legal grounds to deny the application. Hough moved to approve the request to transfer the development rights. The motion passed. Appeal rights were reviewed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit executive session – legal/personnel/exempt records.	Clerk
Approved expedited check to ISU for forensic project.	Auditing
Approved offer for case number 20110199 and cremation assistance for case number 20250016; and denied application for case number 20250017.	Indigent
Approved entry/exit Board of Ambulance and requesting time extension for AFG grant.	Ambulance/Grant Team
Approved Q4 unemployment report.	Auditing
Approved Resolutions 2025-01 Approving December 2024 Alcohol Licenses; 2025-02 Approving December 2024 Salaries; and 2025-03 Self-Certification to Increase Micro-Purchase Threshold for Federal Funds.	Clerk
Approved December 2024 Commissioner proceedings publication.	Clerk
Approved invoices, salary forms, and minutes.	Auditing/Clerk/Resolution
Approved opening/closing public hearing and transfer of development rights for Tobias.	Planning