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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 Ken Bullock (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, February 25, 2025

9:00 AM Business Meeting (action items)

Agenda:

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Daniel Kendall, Buildings and Grounds, requesting approval of and potential signature on contract with (1) Direct Communications for the Exhibit Hall in Downey, and; (2) contract with Mountain West Rentals and Sales session (requested 5 minutes) (action item)
- Emma Iannacone, Public Information, requesting reading of and signature on a Joint Proclamation with the Cities of Pocatello and Chubbuck declaring the month of April 2025 as "Strengthening Families to Prevent Child Abuse Month" (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-14 Adopting New Fees for Planning and Development

Resolution No. 2025-15 Amending the 2021 Comprehensive Plan Future Land Use Map

County Ordinance 2025-01 Amendment No. 68 to Zoning Ordinance No. 1998-1

LETTERS AND NOTICES (action items):

Public Hearing Notice

SIGNATURE ONLY (action items):**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
- Technology Forms
- Minutes: Approval of Meeting Minutes for February 6 and 11, 2025, and Certification of Said Minutes



BANNOCK COUNTY COMMISSIONERS
 624 E. Center St., Pocatello, ID 89201
 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 1) a potential signature on a contract with Direct Communication for the Exhibit Hall Building and 2) a potential signature on a contract with Mountain West Rentals & Sales.

How much time will be needed? Meeting date requested:

5 minutes

2/25/25

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

YES NO

Have all supporting documents been included with this form?

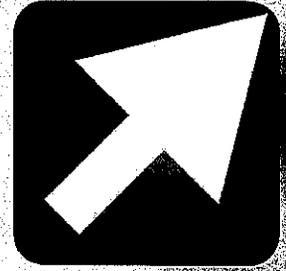
YES NO

List of attendees:

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

Commissioner Office Only:	
Date: <u>2/25/25</u>	Time: _____

DIRECT COMMUNICATIONS



BUSINESS CARE SOLUTIONS

- Fastest, most reliable connection in Idaho
- Connectivity to fit your specific needs
- LOCAL Customer & Technical support



150 S Main Street
PO BOX 269
Rockland, ID 83271

Your Account Manager:

Drew Izatt
Regional Account Executive

(208) 240-7275
drew@directcom.com



Adam McKinney

Bannock County Exhibit Hall - Account #799010486

Service Address: New County building on NE Corner of 3rd W St and W Center St in Downey
Downey, ID 83234

Phone: 208-236-7386

Email: adam@bannockcounty.us

Proposal for fiber construction and/or services.

Service will need to be turned up probably around springtime in 2025. Please note that there is a \$12,000.00 one-time portion associated with this that was taken care of in an agreement signed in December of 2024. The monthly amount was not addressed in that agreement, so this is to address the omission.

Please note that Bannock County may terminate this contract unilaterally if funds to fulfill the obligations of Bannock County stated herein are not made available through the appropriation of funds.

Description of Service	One-time Capital/ Installation Cost *	Monthly Price	QTY	Monthly Subtotal
<input type="checkbox"/> 500 x 500 Mbps Internet Access 60 Month agreement	\$4,000	\$405.00	1	\$405.00
<input type="checkbox"/> 250 x 250 Mbps Internet Access 60 month agreement	\$8,000	\$295.00	1	\$295.00
<input checked="" type="checkbox"/> 100 x 100 Mbps Internet Access 60 Month agreement	\$12,000 already addressed in separate agreement.	\$185.00	1	\$185.00
<input type="checkbox"/> Public Static IP Address Using PPPOE		\$20.00	1	\$20.00
Total Monthly amount				\$185.00

* Capital cost is primarily an opportunity for Subscriber to assist with construction costs so as to reduce monthly charges depending on term of agreement, or one-time charges for equipment. The indicated amount will be invoiced on first billing cycle invoice.

** PLEASE NOTE ** TERMS and CONDITIONS of this agreement are included below. By accepting this proposal, Subscriber acknowledges that these TERMS have been read and are

acceptable with this proposal. Internet service term selected determines the length of term for all monthly services. Also please note that this agreement is contingent on an engineering review performed by Direct Communications within 10 business days of acceptance of this proposal. If it is determined within this timeframe that, due to unforeseen obstacles or issues, the price quoted is not sufficient to meet required return on investment (ROI) criteria for Direct Communications, this agreement will be null and void and a new agreement incorporating the increased cost required to meet ROI will need to be negotiated. The Subscriber may then either choose to accept the new offer or may choose to decline with no penalties or fees.

Applicable taxes (if any) for equipment or service not included in this proposal.

As is typical for telecommunication services, services are billed a month in advance. As such, the first invoice will likely contain a partial month billing, and depending on the date service begins, may have up to two months of service included in the first bill. Subsequent bills will have only one month of service. Please contact above noted Account Representative if questions.

AGREED TO AND ACCEPTED (authorized representative):

Jeff Hough -
Commissioner, Chairman

Feb. 25, 2025

TERMS

This Agreement is between Direct Communications (DC) and the subscriber ("you" or "your"). This Agreement sets forth the terms and conditions under which you agree to use DC's Internet Service. Unless otherwise provided, the terms and conditions for the equipment used in association with this Service are those terms and conditions provided by the equipment manufacturer.

1. SERVICE

The term of this Agreement will be whichever term is selected by you in the proposal to which this PDF is attached. In the absence of a specified term, the contract will automatically convert to month-to-month.

A. Commencing on the date on which Service is installed, you will have use of the Service pursuant to the terms and conditions set forth herein. In exchange, you will pay the current charges for such Service and equipment, including installation charges and shipping and handling charges (if applicable) upon commencement of billing. Billing will begin when we have activated your Internet Service on our network whether or not you have completed self-installation or actually use the Internet Service. After notification of a modification, your continued use of the Service and equipment constitutes an affirmative agreement to be bound by such new terms, conditions, and charges.

B. The Service shall continue until such time as you provide DC with notice that you wish to discontinue the Service, or Service is terminated and/or canceled by DC, as set forth herein.

C. DC reserves the right to modify or discontinue the Service with 30 days notice to you.

2. FEES

You agree to pay all fees and charges specified when you ordered your Service, including recurring and nonrecurring charges for Internet Access and the associated equipment.

A. For all Service charges, including installation charges if applicable, DC will bill the credit card you provided or automatically debit the checking/savings account you have provided us. If any portion of payment is received after the late payment date, a monthly late charge may be charged to you. The monthly late charge will be the lower

of: i) 5%; or ii) the highest amount allowed by law, applied to the entire outstanding balance for each month or portion thereof for which the balance remains.

B. In the event you fail to pay the monthly charges billed to your credit card or debited to the checking/savings account you provided us, DC reserves the right to bill all outstanding sums to your credit card or to bill you directly. DC may assign unpaid late balances to a collection agency for appropriate action. In the event legal action and/or collections is necessary to collect on balances due, you agree to reimburse DC for all expenses incurred to recover sums due, including attorneys' fees, collection fees and other legal expenses.

C. DC may suspend or discontinue the DC Service if charges are not paid.

D. DC reserves the right to charge \$75.00 if you are not present at the location for a scheduled dispatch appointment.

E. DC reserves the right to charge \$99.00 to transfer the service to a new location due to move or other reasons.

3. CANCELLATIONS, TERMINATIONS AND ASSIGNMENTS

A. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes DC to believe that this Agreement and/or the Services provided hereunder, may be in conflict with such rules, regulations and orders, DC may suspend or terminate the Service, or terminate this Agreement, without liability. In the event an DC subcontractor for the Service stops providing the Service to DC for any reason, DC shall have forty-five calendar days to arrange for a reasonably comparable service. If DC cannot arrange for reasonably comparable Service either you or DC may thereafter terminate this Agreement without liability.

B. You may terminate the Service upon notification to DC. You agree to pay the entire amount due for the month in which Service is terminated. In the event of early cancellation of Term of Service commitment selected in the connected proposal, you agree to pay the remaining months due left on the contract plus an additional \$99.00 Cancellation Charge and all applicable equipment and promotion charges. If you purchase Service together with an equipment or other type of promotion, additional termination charges may apply. Further, you agree to pay for promotional items received in conjunction with this contracted service upon early termination. Equipment not returned will incur a fee, if equipment is owned by DC.

C. If you fail to pay any charge when due, including, but not limited to, installation charges or taxes, or if you fail to perform or observe any other material term or condition

of this Agreement, or if you provide false or inaccurate information which is required for the provision of the Service or is necessary to allow DC to bill you for the Service, and such condition continues unremedied for thirty days, you shall be in default and DC may suspend or terminate the Service to you. You may not assign your account on the Service to anyone without the express written consent of DC. Upon reasonable notice, DC may assign its rights and obligation under this Agreement.

PRIVACY POLICY & TERMS OF SERVICE:

<https://directcom.com/idaho/index.php/legal/>

4. PROVISION OF SERVICE

You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service. You further understand and agree that DC has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of DC.

5. LIMITATION OF LIABILITY

A. DC will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Service to you. Under no circumstances shall DC be liable to you or any other person for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement Services.

B. DC's liability for damages, including but not limited to damages in regards to interruptions of Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the Service is affected.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DC HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

D. DC MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES DC MAKE ANY WARRANTY AS TO THE ACCURACY OR

RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. FURTHERMORE, DC PROVIDES NO GUARANTEE WITH REGARD TO THROUGH PUT SPEEDS WITH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED, OR OTHERWISE OBTAINED, THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

6. COMPATIBILITY

You are solely responsible for provisioning, configuration and maintenance of all equipment on your premises, including, without limitation, computers, modems and other communications equipment. DC shall not be responsible for delays in the provision of Service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration or maintenance of such equipment.

7. CUSTOMER SUPPORT

A. Basic Internet Access, as applicable, is a single IP Service intended for use by a single computer. DC can assist in setting up your LAN for an additional fee.

B. You will be responsible for payment of service charges for visits by DC or its subcontractors to your premises when a service request results from causes not attributable to DC or its subcontractors.

8. USE LIMITATIONS

A. You agree to comply with all Federal and State regulations, the rules, regulations and policies adopted by DC, including but not limited to, DC's Acceptable-Use-Policy- [located at <http://www.directcom.com>], as modified from time to time; and the rules regulations and policies applicable to any network that you access through the Service. Any violation of such rules, regulation and policies, or any network policy document issued by DC, shall be cause for DC to suspend or terminate the Service.

B. Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator, IP Address or domain name used by you in connection with the Service.

C. DC reserves the right to suspend or terminate the Service to you, or to suspend or terminate any user ID, electronic mail address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of DC, its parent, affiliates and subsidiaries; or (v) interferes with other customers' use and enjoyment of the Services provided by DC.

D. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Service. You further agree to immediately notify DC of (i) any unauthorized use of your account and/or (ii) any breach, or attempted breach, of security known to you.

E. The Service has been designed to be used at the residence or business at which it was installed. You may not allow other residences or businesses to connect to your Service or re-sell your Service in any manner. Such action may be subject to immediate termination and you will be charged termination fees, if applicable.

9. EASEMENT

A. You agree to provide DC with an easement across the property, and at all termination points for the existing fiber, allowing them access for installation, maintenance, repair and upgrade as may be necessary, on the terms set forth.

10. FORCE MAJEURE

Neither DC nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. No delay or failure to perform shall be excused under this Section by the acts or omissions of DC's subcontractors, vendors or suppliers unless

such acts or omissions are themselves the product of a force majeure condition described in this Section.

11. GENERAL

A. This Agreement shall be construed in accordance with the Laws of the State in which the Service was provided.

B. You will provide DC and its subcontractors reasonable access to your premises in order to install, maintain and repair the Service.

C. If you have purchased one of the "up to" Services (i.e. Basic or Enhanced Up to 1500), there is no minimum guaranteed speed for the Service. If the Service you have purchased is provided within a range of speed (e.g., between 384 Kbps and 1.5 Mbps downstream x 128 Kbps upstream) Service will be provided at least at the lowest speed within the range. There is no guarantee that the Service will perform at the upper end of the range.



Remit payment to:
2001 N Woodruff Ave
Idaho Falls, ID 83401

Status: Quote

Quote #: q1727-2

Quote To: Tue 4/ 1/2025 9:00AM

Operator: Caleb Stephens

Customer #: 16386

BANNOCK COUNTY MAINTANANCE

Phone 208-236-3030

604 E. CENTER STREET #106A
Chubbuck, ID 83202

Ordered By: CS

Delivery Tue 4/ 1/2025 9:00AM

ASHLEY FORD
DOWNEY

Pickup Tue 4/29/2025 9:00AM

ASHLEY FORD
DOWNEY

Qty	Part#	Items Rented	Status	Quote Date	Price
1		SCISSOR, 2632 SCISSOR LIFT 4Hrs \$95.00 1day \$149.00 1week \$395.00 4weeks \$849.00	Rental	Tue 4/29/2025 9:00AM	\$849.00
Qty	Key	Items	Status	Each	Price
2	DEL	DELIVERY/PICKUP	Delivery	\$175.00	\$350.00

Quote valid for 30 days.

This is a Quote Only	Quote	
	Rental:	\$849.00
	Damage Waiver:	\$84.90
	Delivery Charge:	\$350.00
	Subtotal:	\$1,283.90
	Idaho State Sales Tax:	\$50.94
	Total:	\$1,334.84
Paid:	\$0.00	
Amount Due:	\$1,334.84	

Signature:

BANNOCK COUNTY MAINTANANCE

*Commissioner,
2/25/25 Chairman*

TERMS AND CONDITIONS OF RENTAL CONTRACT - MOUNTAIN WEST RENTALS & SALES

For good and valuable consideration, you and Mountain West Rentals & Sales LLC d/b/a "Mountain West Rentals & Sales", an Idaho limited liability company (also referred to herein as "MWR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per Section [or "§"] 5 below); "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.
2. You agree to rent from MWR the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft, injuries and damages of, to, or associated with such Item(s), until all Rented Item(s) is/are returned to and accepted by MWR in the return condition required under this Contract. Unless otherwise specifically agreed by MWR, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for any and all uncharged-for periods), and in accordance with the terms of this Contract. Additional Rent at our highest incremental rate will be charged for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder to account for time in transit, Act(s) of God, event(s) of force majeure or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by MWR in writing, you agree: (a) to pay us: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount(s) you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.
3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless MWR, its agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives and/or delivery personnel regarding the same (including status, condition, quality, utility, defects, and quantities of or with respect to the Item(s) and the Site).
4. Except with respect to Rented Items MWR rents from one or more third parties (each, a "Third Party Owner" or "TPO") and then re-rents to you ("Re-Rented Items"), MWR owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to always fully and timely comply with this Contract. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole and absolute discretion). MWR may, from time to time, substitute Rented Item(s) and/or sell or assign all or any part of its interests in one or more Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of MWR or any TPO.
5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each item: (i) is complete and in good order, condition and repair, fully charged and/or fueled (as applicable); (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFI, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Ventilation, AWP/MEWP, training and familiarization, charging, fueling, cleaning, voltage, and site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY and FALL PROTECTION); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 811 and go to www.Call811.com at least 3 full business days in advance); and (vi) will ensure that all others comply with this Contract. You agree to notify the authorities and MWR of any theft or accident involving any Rented Item, and MWR if any of the above requirements are breached or proven incorrect.
6. NO WARRANTIES. MWR IS NOT THE MANUFACTURER OR DESIGNER of any Item(s), all of which are provided "AS-IS". NEITHER MWR NOR ANY TPO MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty(ies) arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of MWR or any TPO, nor does MWR or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY MWR OR ANY TPO. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
7. You agree to immediately: (i) cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (ii) notify, and return the Malfunctioning Item(s) to, MWR. Provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item, or your breach of this Contract, MWR will, at its option: (i) repair the Malfunctioning Item; (ii) provide you with a comparable Item; or (iii) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. Neither MWR nor any TPO shall have any other obligation(s) regarding Malfunctions, all of which you waive, together with all incidental, consequential, special, exemplary, and punitive damages.
8. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE, FUELED, CHARGED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT USERS, OPERATORS AND OCCUPANTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND

WARNINGS TO ALL SUCH PARTIES, and ensure that each such item is fueled, charged, used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by MWR, at the Site; (d) by properly trained, familiarized, qualified, certified and/or licensed ADULTS; and (e) otherwise in full compliance with this Contract, the Instructions and all applicable warranties and insurance policies, at all times. Do not use light towers indoors, near power lines, fire, or gas and never climb on light towers without proper fall protection. Inspect power cords prior to each use and observe electricity and battery precautions (where applicable). Engines may emit toxic gas fumes; always refuel in an open and well-ventilated area.

9. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ELECTRIC SHOCK, ILLNESS, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, fueling, charging, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, installation, cleaning, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (collectively, "risks"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, MWR, EACH TPO, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof; and except only as provided in § 7, (C) WAIVE all rights, remedies and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each indemnitee.

10. You will ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Item(s), protect, properly maintain and care for each Item at all times, keep each Item safely and securely stored and locked when not in use, and return such Item to us on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including asbestos, beryllium, silica and pathogens), and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids and lubricants. If you fail to do so, in addition to any other amounts specified on P.1, you will promptly pay to MWR: (a) Rent at our highest incremental rate(s) until all such Item(s) have been returned or replaced as required; and (b) all costs and expenses we may incur in connection with such failure. You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, cannabis, CANNABINOIDS, and alcohol, whether or not legal OR MEDICINAL) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (ii) violate any Instruction, insurance policy or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent. With respect to rented trailers, you hereby agree to carefully inspect all coupling mechanisms, safety chains, doors, latches, tires, brakes, taillights and turning signals before each use, and secure and protect all contents of, and refrain from overloading such trailers. Refrain from placing in any trailer any illegal, hazardous, explosive, toxic or otherwise potentially dangerous materials or substances.

11. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all vehicles and trailers included with or in the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name MWR as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include a severability of interests clause and such other provisions (including deductibles) as we may require. You irrevocably appoint MWR as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

12. If and only if, we have offered, and you have paid for our Optional Limited Damage Waiver ("LDW") (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 80% of the first \$5,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; (b) 20% of the first \$5,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. Your insurance, if any, will continue to apply and will remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

13. There are no third-party beneficiaries hereto other than the applicable Indemnitees. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from us at any time (except only as we may otherwise agree). The terms of this Contract are severable. To the extent any provision (t)hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder (t)hereof will remain valid and enforceable. This Contract, and any pictures, videos and/or addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and MWR, superseding all other agreements and representations (including our website and advertising) and cannot otherwise be amended or extended except in a writing signed by MWR. You agree to fully and timely pay all taxes (including sales, use, and other taxes), tolls, fines, fees, assessments, and other charges related to each item. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including without limitation, attorneys' fees) from you if we prevail. To the maximum extent permitted under applicable law, you grant to MWR a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be MWR's property. If any performance required of MWR shall be delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic, and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. All

amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder for the Item(s) identified on P.1. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. This Contract is a true operating lease, and not a financing, is fair and reasonable, and shall bind and be enforceable by you, MWR, the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Contract will be deemed originals.

14. This is a "net" rental. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, except to the extent covered by LDW per § 12, damaged, you will be in default under this Contract, whereupon, MWR may with or without legal process or notice (and without liability to you or any guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, any and all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (t)herewith, all of which shall be cumulative.

15. This Contract shall be governed by and enforceable under the laws of Idaho (unless waived by lessor). Disputes arising in connection with this Contract shall, at MWR's option, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by MWR. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state, and local courts located in or nearest to Bonneville County, ID.. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. YOU HEREBY WAIVE (A) YOUR RIGHT(S), IF ANY, TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER JOINT ACTION AGAINST MWR; AND (B) YOUR RIGHT TO TRIAL BY JURY.

16. Warning: Obtaining the property of another by deception or under false pretenses, failure to timely return leased or rented property, and/or the provision of false information in the hiring of rented property may be deemed theft, resulting in CIVIL PENALTIES and/or CRIMINAL PROSECUTION. See Idaho Code Ann. §§ 18-2403 and 2404, et. seq. for details.

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 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:

Emma Iannacone

Department:

Public Information Officer

Requestor Email:

emmai@bannockcounty.gov

Item(s) to be considered:

Joint Proclamation for "Strengthening Families to Prevent Child Abuse Month" (formerly "Child Abuse Prevention Month"). In cooperation with the Cities of Pocatello and Chubbuck. This month of recognition is led by Southeastern Idaho Public Health and involves several other local agencies.

Date of meeting being requested:

02/25/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

04/01/2025

Contract/Agreement End Date:

04/30/2025

List of additional attendees:



Proclamation

WHEREAS, children are the embodiment of dreams and aspirations for the future and, as such, deserve to grow and develop in nurturing environments, free from fear and victimization; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support it needs in raising their children in a safe, nurturing environment; and

WHEREAS, our society has a responsibility to protect our children and help them thrive in a safe environment, as every child is entitled to be loved, cared for, feel secure and be free from verbal, sexual, emotional, and physical abuse and neglect; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect not only directly harm children but also increase the likelihood of criminal behavior; substance abuse; health problems, such as heart disease and obesity; and risky behavior, such as smoking; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community.

NOW THEREFORE, We, the undersigned, do hereby proclaim April 2025 to be

STRENGTHENING FAMILIES TO PREVENT CHILD ABUSE MONTH

in Pocatello, Chubbuck, and Bannock County, and call upon our citizens, community agencies, faith groups, medical facilities, and businesses to join in dedicating their energies to cherishing our children and helping them grow and develop free from victimization so they may mature into successful adults. Their success is our success.

BRIAN C. BLAD – MAYOR, POCATELLO

JEFF HOUGH - COMMISSIONER, CHAIRMAN

KEVIN B. ENGLAND – MAYOR, CHUBBUCK

ERNIE MOSER – COMMISSIONER

KEN BULLOCK - COMMISSIONER

In the Matter of ADOPTING NEW FEES)
FOR PLANNING AND DEVELOPMENT)

R.S. No. 2025-14
February 25, 2025

RESOLUTION

WHEREAS, pursuant to Idaho Code §31-870, Bannock County may impose and collect fees for those services provided by the County which would otherwise be funded by ad valorem tax revenues; and

WHEREAS, Idaho Code §§11-729, 31-875, 31-3203, 31-3904 and 31-4404 further allow county commissioners to impose and collect fees; and

WHEREAS, user fees supplement tax revenues and allow for costs to be recovered from those receiving the service; and

WHEREAS, notice of a public hearing regarding fee increases and the imposition of new fees was published in the Idaho State Journal, pursuant to Idaho Code §63-1311A, on February 8 and 15, 2025; and

WHEREAS, the Board of County Commissioners has examined the proposed fees and determined that such fees should be set to meet expenses of operation, maintenance, repairs and other appropriate charges for operation and upkeep for each department;

NOW, THEREFORE, BE IT RESOLVED that the following new fees are hereby adopted effective this date:

Planning and Development:

Agricultural Protection Area Designation	\$945
Reconsideration of Commissioners' Decision (no appeal filed)	\$150

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk

In the Matter of AMENDING THE)
2021 COMPREHENSIVE PLAN)
FUTURE LAND USE MAP)

R.S. No. 2025-15
February 25, 2025

RESOLUTION

WHEREAS, the Bannock County Comprehensive Plan and Future Land Use Map was adopted March 16, 2021, by Resolution 2021-30; and

WHEREAS, Idaho Code Section 67 Chapter 97 AGRICULTURAL PROTECTION AREA ACT, mandated ordinance adoption, whereby Bannock County Commissioners adopted herewith Ordinance 2025-01 for agricultural protection areas; and

WHEREAS, the Future Land Use Map must designate agricultural protection areas;

NOW, THEREFORE, BE IT RESOLVED that the 2021 Comprehensive Plan Future Land Use Map be amended to include an overlay for the agricultural protection areas as shown in the attachment hereto.

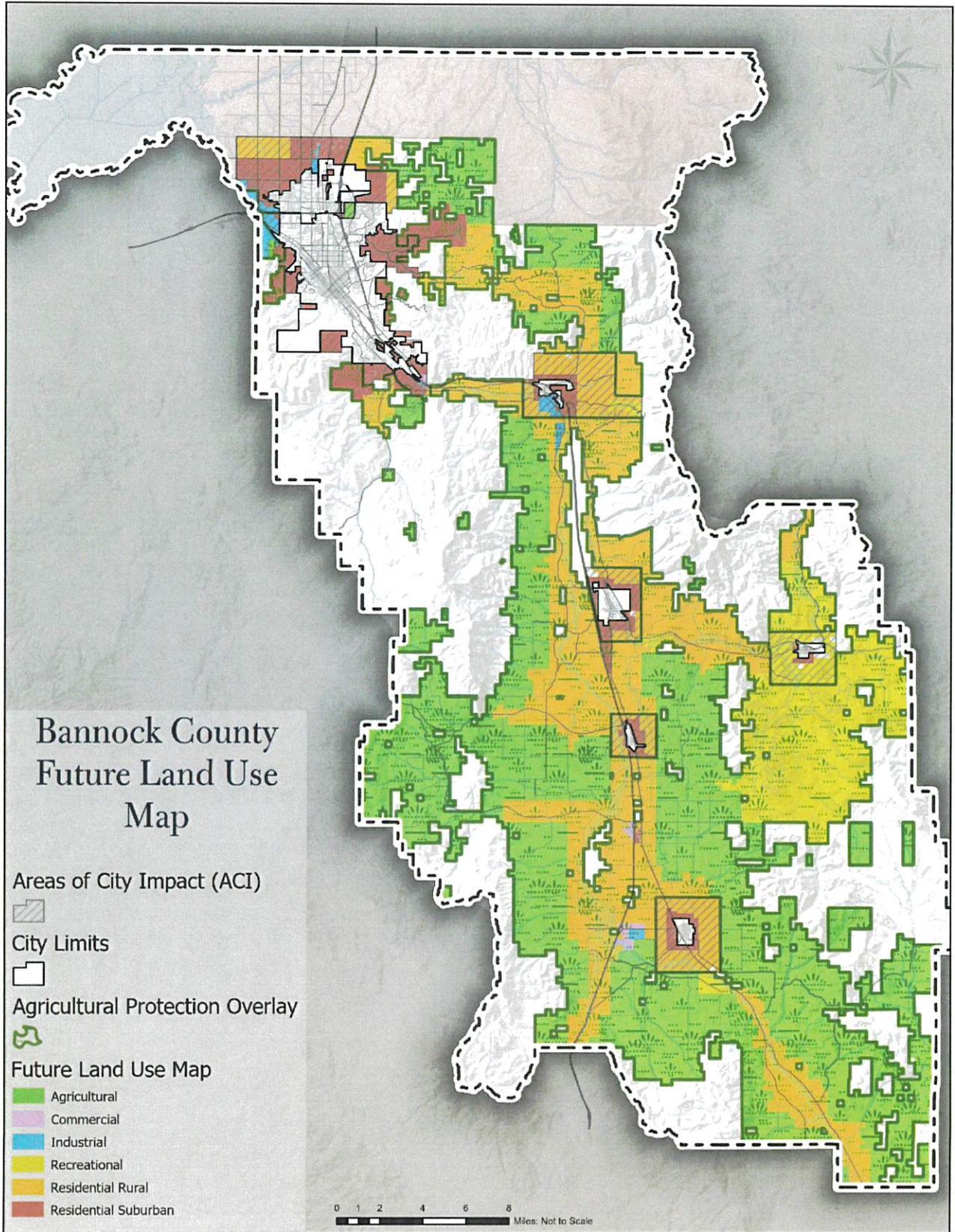
BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk





COUNTY ORDINANCE 2025-01
Bannock County, Idaho
 Amendment No. 68 to Zoning Ordinance No. 1998-1

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1998-1 – Amending sections: 200 Definitions and 471.1 Standard Lots/Parcels; and adding a NEW section 461 Agricultural Protection Area

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BANNOCK COUNTY, IDAHO, THAT THE FOLLOWING AMENDMENTS BE MADE TO ORDINANCE NO. 1998-1:

SECTION 1: AMENDMENTS

AMENDMENT NO. 1:

Section 200: Definitions - Add the following definitions:

Agriculture Production: means activities or conditions conducted on land actively devoted to agriculture as defined in section 63-604, Idaho Code, or on forest land as defined in section 63- 1701, Idaho Code.

Agriculture Protection Area (APA): means specific parcels of land in a designated geographic area voluntarily created under the authority of this chapter for the purpose of protecting and preserving agricultural land.

Agriculture Protection Area Commission: means the advisory board to the governing body created pursuant to section 67-9705, Idaho Code.

Area of City Impact (AOI): area designated by county ordinance where city growth and development are expected to occur.

Hardship: means a situation or circumstance over which a landowner in an agricultural protection area has no control and can then petition for removal for reasons that include but are not limited to an adverse result in litigation against the farm or landowner, death of a close family member that would lead to unanticipated financial hardships, significant tax liabilities, bankruptcy due to another person's fraud, or any other illegal activity.

AMENDMENT NO. 2:

Add a new section:

461 AGRICULTURAL PROTECTION AREA

An Agricultural Protection Area (APA) designation is a voluntary process by which a property owner may commit lands actively devoted to agriculture for future agricultural use. An APA designation aims to protect productive farmland, rangeland, and forest land; promote farm viability; support the local agricultural economy; and provide for long-term planning stability. This section outlines the process for creation of APAs.

- A. An APA designation is a voluntary land use designation available to landowners who wish to protect their agricultural lands from future nonagricultural development. To qualify for an APA designation, the land must be:
1. More than five contiguous acres,
 2. Actively devoted to an agricultural or forest purpose,
 3. Assessed as agriculture or forest land, according to the Bannock County Assessor's office, and
 4. Located within a zone that allows for agricultural or forest use.
- B. Landowners wishing to establish an APA must submit an application to the Planning and Development office. At a minimum, the application shall include the following:
1. Payment of application fee, as listed in the adopted fee schedule;
 2. Proof of land ownership;
 3. A legal description of the parcels, structures, and facilities proposed to be included in the APA;
 4. A record of survey, completed by an Idaho Licensed Surveyor, showing the boundaries of the proposed APA;
 5. A statement outlining the current contiguous acreages of land, land use, agricultural productivity, and other relevant characteristics of the land to be included in the APA;
 6. The number of years the land has been in agricultural or forest production, the types of agricultural or forest commodities produced, and the applicant's plan to continue using the land for agricultural or forest purposes;
 7. The reasons for seeking an APA designation;
 8. Soil surveys, water rights, and any other relevant environmental assessments.
- C. Upon receipt of a completed application, the APA Commission shall review the proposal as a business item and make a recommendation to the board of county commissioners within sixty (60) days of receiving the application. The application shall be evaluated on the following criteria:
1. The total contiguous acreage of the land is at least five (5) acres in size and is actively devoted to agricultural or forest production,
 2. There is no conflict with existing city annexation or development plans or agreements, and
 3. The applicant has shown the agricultural production capability of the land within the proposed APA.
- D. Notwithstanding the criteria and review process outlined in this section, the Board of County Commissioners (Board) may place additional conditions on lands designated as an APA, including, but not limited to, setbacks from existing public rights-of-way and a review of the land's APA designation after twenty (20) years.
- E. Once the APA Commission makes its recommendation to the Board, the Board shall hold a public hearing and issue its decision within 60 days. Failure to make a decision shall render the APA Commission's recommendation final. The Board shall include findings and facts supporting its decision.
- F. Upon making its decision, the Board shall:

1. Record the designation of an APA, a legal description of the area, and any findings and facts with the county recorder within ten (10) days; and
 2. Amend county land use planning maps to reflect the boundaries of the APA.
- G. An expansion, modification, or removal of an existing APA shall follow the same application, review, and hearing procedures outlined in this code. Any expansion of an APA shall be contiguous to the APA.
- H. A landowner wishing to terminate an APA must request, in writing, a meeting with the Board. The meeting request shall include a proof of hardship, as defined in Section 200 of this ordinance. The landowner seeking to terminate an APA bears the burden of proof in demonstrating the hardship. Early termination of an APA is not taken lightly and will be carefully considered.
- I. Lands designated as an APA will remain so designated for a period of twenty (20) years. A landowner wishing to end an approved APA designation after twenty (20) years must notify the Board, in writing, of their desire not to renew the land's APA designation. Failure of the landowner to notify the county, will result in the APA designation continuing for another twenty (20) years.
- J. Unless otherwise approved by the Board, the following land uses are not allowed within an APA:
1. The siting of large, confined animal feeding operations (CAFO);
 2. The siting of residential, commercial, manufacturing, industrial, solar energy, wind energy, or battery storage structures; or
 3. Any other nonagricultural land uses.
- K. The APA Commission will be established according to Idaho Code §67-9705.

AMENDMENT NO. 3:

Section 471.1 is amended as follows (remove strikethrough text and add underlined text):

471.1 STANDARD LOTS/PARCELS: Standard lots/parcels are defined as those created with review and approval through the Bannock County Planning and Development Office, utilizing Bannock County ordinances and standards. Any lot/parcel that was created before April 1, 2015, and is not a standard lot, may still be eligible for development provided the property owner can obtain a sewer permit from the District Health Department and meets at least one of the following criteria:

1. That all other development standards in Bannock County ordinances are met,
2. That the lot/parcel maintained the same legal description since July 9, 1984' or;
3. That the lot/parcel had a Record of Survey recorded between ~~April 1, 2015~~ July 9, 1984 and June 14, 2022.

SECTION 2: REPEALING CLAUSE

All other ordinances and parts of ordinances in conflict herewith shall be, and the same hereby repealed, including the Comprehensive Plan.

SECTION 3: SEVERABILITY:

If any word, phrase, section, subsection, provision, clause or paragraph of this ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of the Ordinance and it is hereby expressly declared that every other word, phrase, section, subsection, provision, clause or paragraph of the Ordinance enacted, regardless of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

SECTION 4: EFFECTIVE DATE:

This ordinance shall be in full force and effect upon its passage, approval, and publication.

Adopted this 25th day of February, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-01. A summary of the Ordinance includes:

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1998-1 – Amending sections: 200 Definitions and 471.1 Standard Lots/Parcels; and adding a NEW section 461 Agricultural Protection Area.

The full text of this Ordinance is available in the office of the Bannock County Clerk, 624 E. Center Street, Pocatello, Idaho, Mon-Fri from 8 am – 5 pm.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-01 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: February 28, 2025

BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Tuesday, April 1, 2025, at 11:00 a.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF THE MEETING: Application for validation of county or highway district system highway or public right-of-way for Lower Rock Creek Road, Bannock County, Idaho, pursuant to Idaho Code § 40-203A.

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 by 5 p.m. the day prior to the meeting.

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

Jeff Hough, Chair

Ernie Moser, Commissioner

Ken Bullock, Commissioner

ATTEST: _____
Jason C. Dixon, Clerk

Publication Dates: March 1, 15, and 22, 2025

**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 February 6 and 11, 2025, as approved during the meeting of February 25, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, February 11, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Jon Radford

Agenda Details

AGENDA	
	Business Meeting (action items) BOARD OF COMMISSIONERS Agenda:
1	<ul style="list-style-type: none"> Scott Crowther, Business Manager and Event Director, seeking signature on a Sponsorship Agreement with potential Executive Session under Idaho Code §74-206(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; (action item)
2	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, requesting to discuss a recommendation to award the County Bulk Fuel Invitation to Bid (requested 5 minutes) (action item)
3	<ul style="list-style-type: none"> Discussion pertaining McCammon Cemetery
4	RESOLUTIONS AND ORDINANCES (action items): Resolution 2025-11 Approving January 2025 Alcohol Licenses Resolution 2025-12 Approving January 2025 Salaries Resolution 2025-13 Authorization and Order to Reallocate Funds
5	LETTERS AND NOTICES (action items): Letter Upholding Transfer of Development Rights
6	SIGNATURE ONLY (action items): Commissioners' Proceedings for January 2025 License Agreement School District 25
7	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 January 31 and February 4, 2025, and Certification of Said Minutes

Meeting Notes

- 1 9:00 AM Hough called the meeting to order. Hough moved to enter into executive session under Idaho Code §74-206(e). The motion passed by roll call vote. 9:08 AM Hough moved to exit executive session. The motion passed. Moser moved to sign the Toyota agreement. The motion passed.
- 2 9:08 AM Crystal recommended awarding the bulk fuel bid to Conrad and Bischoff. Bullock moved to award the bid. The motion passed.
- 3 9:10 AM Hough explained receipt of a letter from the Mayor of McCammon regarding the cemetery district. Bullock shared he recently experienced dealing with the board twice. Two board members have passed away and the chair is the only one left. Discussion ensued on budgets, offering assistance, complaints, non-compliance, election, and the State Tax Commission. Bullock and Dixon will work with the district after inquiring of the requirements from the State Tax Commission.
- 4 9:18 AM Hough reviewed the resolutions. Moser moved to approve Resolution Numbers 2025-11, 12, and 13. The motion passed.
- 5 9:18 AM Moser moved to approve the letters to uphold the transfer of development rights and deny the reconsideration requests. The motion passed.
- 6 9:19 AM Bullock moved to approve the Commissioners' Proceedings for January 2025 and License Agreement School District 25. The motion passed.
- 7 9:20 AM The consent agenda included certificate of residency and minutes. Bullock moved to approve the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit executive session and Toyota agreement.	Parks and Rec
Awarded bulk fuel bid to Conrad and Bischoff.	Procurement
Approved Resolutions 2025-11 Approving January 2025 Alcohol Licenses, 2025-12 Approving January 2025 Salaries, and 2025-13 Authorization and Order to Reallocate Funds.	Clerk
Approved signature on letters to deny reconsideration of TDR approval.	Commission
Approved Commissioners' Proceedings and License Agreement School District 25.	Clerk/Elections
Approved consent agenda.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, February 6, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Jon Radford, and HR Director Matt Phillips

Agenda Details

AGENDA	
	Claims Meeting and Work Session (action items)
	Work Session Agenda:
1	BOARD OF COUNTY COMMISSIONERS
	<ul style="list-style-type: none"> Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
2	<ul style="list-style-type: none"> Shaun Menchauca, Portneuf Health Trust, seeking to discuss Tax Exempt Status (requested 20 minutes)
3	<ul style="list-style-type: none"> Scott Crowther, Business Manager and Event Director, regarding approval of and potential signatures on (1) contract with Snake River Doodles, and; (2) Rental Agreement for the Mystic Realms Fantasy Fair, LLC (requested 10 minutes) (action item)
4	<ul style="list-style-type: none"> Charity Staggs, SICO, requesting approval to proceed and signature on applications for two Idaho Department of Labor grants (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Emma Iannacone, Public Information Officer, seeking to discuss mileage for travel to Maryland for an Advanced PIO course (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> Maritza Rodriguez, Web Design Meeting, providing an update on changes/updates made to County webpages (requested 10 minutes)
7	<ul style="list-style-type: none"> Dillon Evans, Landfill, regarding (1) a Landfill update, and; (2) discussion about D7 Certified Rebuild with potential signature on contract (requested 10 minutes) (action item)
8	<ul style="list-style-type: none"> Hal Jensen, Planning and Development Director, requesting (1) approval of use of additional funds to purchase new tablets for Planning Council meetings, and; (2) discussion about the code enforcement process (requested 15 minutes) (action item)
9	<ul style="list-style-type: none"> Discussion pertaining to Master Plan for Buildings (action item)
10	<ul style="list-style-type: none"> Signature on Public Hearing Notice
11	BOARD OF AMBULANCE DISTRICT
	<ul style="list-style-type: none"> Adam McKinney, 911 Communications, requesting guidance on how to redeploy older Ambulance District radios (requested 5 minutes) (action item)
	Claims Agenda:
12	<ul style="list-style-type: none"> Board of Ambulance District: Invoices and Commissioner Report Board of Commissioners: Invoices, Commissioners Reports, 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 Alcohol Licenses and Permits Certificate of Residency Approval

	<ul style="list-style-type: none"> • Mileage Reimbursement Requests • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization
13	Bid Opening Request for Proposal – pre-qualification for Diesel Generator and Invitation to Bid for Bulk County Fuel (action item)

Meeting Notes

- 1 9:00 AM Hough called the meeting to order. Moser moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 9:21 AM Moser moved to exit executive session. The motion passed.
- 2 9:22 AM Assessor Anita Hymas, Chief Deputy Randy Hobson, and Clark Bitton were also present. Hough explained requirements for exemptions, Idaho Code, charitable purposes, leasing space for commercial, and hospital revenues. 9:26 AM Menchauca explained the PHT's purpose and non-profit leases. 9:30 AM Clark reviewed contents of the previous application and explained that revenues generated are for enhancing health related activities. The Board would like them to address how a tenant's mission meets the criteria of the Trust's mission. The property should be used exclusively for the mission.
- 3 9:43 AM Michael Collins and Deneb Edwards of Mystic Realms appeared. Crowther reviewed the event growth. Collins explained the event. Crowther explained the area used, beverage sales, and fees. Bullock moved to approve the agreement. The motion passed.
9:46 AM Nikki Jorgenson of Snake River Doodles appeared and reviewed the event. Bullock moved to approve the contract with Snake River Doodles. The motion passed.
- 4 9:50 AM OEM Director Wes Jones also appeared. Staggs reviewed two proposed grant applications for Big Onion and Lava Ranches fuels reduction. The application preparation fees will be \$5,000 each. Hough moved to authorize the grants. The motion passed.
- 5 10:30 AM Iannacone requested mileage reimbursement. Moser reviewed the policy to request before the trip and reimbursing half.
- 6 10:14 AM Rodriguez reviewed statistics for website access and implementation goals. Questions were addressed on usage, searches, goals, and input from departments.
IT Director Adam McKinney discussed the elections website crash and solutions implemented.
- 7 9:53 AM Evans reviewed the air fuel mixture valve and the need to rebuild a generator. Moser moved to approve rebuilding the generator and to identify funds. The motion passed.
- 8 10:33 AM Assistant Planning Director Tristan Bourquin and Code Enforcement Officer Jenae Penrod appeared. Bourquin reviewed the process to investigate violations and begin code enforcement.
- 9 10:44 AM Planning Director Hal Jensen, Public Works Director Kiel Burmester, Assistant Public Works Director Buddy Romriell, and Coroner Torey Danner were present. Jensen reported on a potential new facility and making improvements at the current location. He recommended to capitalize on the existing location which will be approximately \$3.5-5 million less than relocating. A location is still needed for the coroner. Staff was instructed to begin planning to rebuild the current location with a plan for budget decisions.
- 10 10:33 AM Hough moved to approve publication of fees. The motion passed.
- 11 10:09 AM Moser moved to enter into the Board of Ambulance and exit after discussion. The motion passed. McKinney reviewed surplus radios and requested to donate or sell to other entities. The Board concurred to move forward with donating the assets and a resolution.

- 12 11:03 AM Discussion ensued on the claims agenda. Bullock moved to approve the agenda. The motion passed.
- 13 10:00 AM Procurement Officer Shanda Crystal was present. Hough reviewed the fuel solicitation. Crystal reported two bids were received and unsealed the bids. Hough reviewed bids from:
Atlantic Petroleum with a margin of \$4.04595 per gallon
Conrad & Bischoff with a margin of -\$0.36 per gallon
Moser moved to accept the bids for evaluation. The motion passed.

10:07 AM Hough reviewed the solicitation for the detention center diesel generator. Crystal reported four bids were received and unsealed the bids. Hough reviewed bids from:
Arco Electric
Legacy Power
Barin group
Pro Builders
Bullock moved to accept the bids for evaluation. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit executive session – personnel.	Clerk
Approved contracts with Snake River Doodles and Mystic Realms.	Parks and Rec
Approved application development for fuels reduction in Big Onion and Lava Ranches with SICOG.	Grant Team/OEM
Approved rebuilding generator.	Landfill
Begin planning for Public Works site improvements.	Planning
Approved publication notice for fees.	Planning
Approved entry/exit Ambulance District and donating surplus radios.	IT
Approved claims agenda.	Clerk
Accepted fuel bids for review from Atlantic Petroleum and Conrad and Bischoff; and diesel generator qualifications for review from Arco Electric, Legacy Power, Pro Builders, and Barin Group.	Procurement