



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: Tuesdays & Thursdays at 9:00 a.m. Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters.

Times are subject to change within 15 minutes of the stated time.

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### **Tuesday, July 8, 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)
- Scott Crowther, Business Manager and Events Director, seeking approval to purchase a tractor (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, requesting to discuss approval of and signature on (1) an estimate for Event Center furniture, and (2) two proposals with Xcell Engineering, LC for geotechnical evaluations of the Road and Bridge construction project (requested 5 minutes) (action item)
- Signature on a Sheriff's Memo and letter from the Board of Bannock County Commissioners approving the Sheriff to award a Deputy's handgun and badge upon retirement (requested 5 minutes) (action item)

#### **RESOLUTIONS AND ORDINANCES (action items):**

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

Quit Claim Deed

**CONSENT and CLAIMS AGENDA (action items):**

- 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
- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Independence Day Vendor Agreements
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization
- Minutes: Approval of Minutes for the Meetings on June 26 and July 1, 2025 and Board of Equalization Hearing Minutes on June 30, 2025 and Certification of Said Minutes



**BANNOCK COUNTY COMMISSIONERS**  
 621 E. Center, Pocatello, ID 83201  
 Phone: (208) 236-7210 • Fax: (208) 234-7363

**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 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](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Scott Crowther - Event Center and Wellness Complex

**Item to be considered/background:**

Seeking approval to purchase a tractor

**How much time will be needed? Meeting date requested:**

5 minutes

7/8/25

**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:**

Scott Crowther

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

Commissioner Office Only:	
Date: <u>7/8/25</u>	Time: _____



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

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Commissioner  
1st District

JEFF HOUGH  
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3rd District

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**Name/Department:**

Shanda Crystal/Chief Procurement Officer

**Item to be considered/background:**

Request to discuss 1) estimate for Event Center furniture and 2) proposal for geotechnical evaluation of the Road & Bridge construction project

**How much time will be needed? Meeting date requested:**

5 minutes

7/8/25

**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:**

Scott Crowther and Hal Jensen

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

Commissioner Office Only:  
Date: 7/2/25 Time: \_\_\_\_\_



June 20, 2025  
File: Proposal

Hal Jensen  
Bannock County  
5500 S 5<sup>th</sup> Ave  
Pocatello, ID 83204  
[halj@bannockcounty.gov](mailto:halj@bannockcounty.gov)

RE: **PROPOSAL**  
Geotechnical Evaluation  
5500 S 5<sup>th</sup> Ave

Hal:

We appreciate the opportunity to present this proposal to perform a geotechnical evaluation for the subject project. The following paragraphs outline our understanding of the desired scope of work, schedule, and fee to complete the work.

### **PROPOSED CONSTRUCTION**

Based on our conversation and the information provided, the site consists of 10 acres on South 5<sup>th</sup> Avenue, in Pocatello, Idaho. Planned construction consists of a morgue. We anticipate construction will consist of a one to two story steel frame building with access paving, roads and possibly retaining walls.

### **GEOTECHNICAL SCOPE OF WORK**

We anticipate soil conditions in the area will consist of loose to medium dense silt underlain by dense sand and gravel. Specifically, our scope of work includes the following tasks:

#### **Field Exploration**

- ◆ Contact utility mark out prior to excavation.
- ◆ Advancement of 3 test pits to depths of up to 12 feet on the site. Soil conditions will be defined and samples will be obtained from the test pits. The samples will be returned to our lab for identification, verification and laboratory testing.
- ◆ Depth to groundwater/ or bedrock will be recorded and samples of soils will be recovered for return and testing in our lab.
- ◆ Provide geotechnical engineering observation of the test pits. Subsurface conditions in the field will be evaluated as information is obtained, so that modifications to the field exploration program can be made, as needed, in a timely manner.

- ◆ Test pits will be loosely backfilled level with the ground surface after they are logged and samples have been recovered. Loose backfill in the test pit locations may settle over time.
- ◆ Prepare test pit logs identifying soil types and depths at which they were encountered.

### **Laboratory Testing**

All of the soil samples will be identified in accordance with the Unified Soil Classification System (USCS). Specific samples will be tested to further define their physical properties. The anticipated testing program could include:

- 3 grain size distribution tests
- 3 Atterberg Limits tests

Soil samples will be retained in the laboratory for 60 days after completion of the field evaluation. At the end of the 60-day period, the samples will be discarded unless you request otherwise.

### **Evaluation and Report**

Information obtained from the field evaluation and laboratory testing will be used to analyze settlement, bearing capacity, lateral earth pressures, required pavement section(s), on-site storm water disposal and the site seismic classification. Recommendations regarding site preparation and re-use of on-site materials will also be provided. This proposed scope of services does not include rock coring or the specialized equipment necessary to perform rock coring. In the event that rock or practical refusal is encountered the test pits/ borings will be logged and terminated at that depth.

### **SCHEDULE**

The schedule depends on availability of equipment. The fieldwork can usually be performed within one week of receiving written authorization to proceed. The final report will be completed within two weeks after completing the field evaluation. However, information will be provided as it becomes available.

5500 S 5<sup>th</sup> Ave  
Proposal  
Page 3

## ADDITIONAL SERVICES

### Construction Observation and Testing

Xcell Engineering, should be retained to provide observation, testing, and consultation during construction to verify design assumptions and provide quality control for the project. If Xcell is not retained to provide construction observation and testing, it cannot be responsible for soil engineering-related construction errors or omissions. These services would be provided on a time and expense basis.

### FEE

The fee for the proposed geotechnical engineering evaluation with test pits only is \$2300 and is based on our understanding of the proposed project and the anticipated conditions. Our fee includes the cost of the excavator, equipment, consumables and engineer for the subsurface evaluation as well as all lab testing, lab consumables, drawing, engineering analyses and completion of the final report. All additional work, including meetings would be billed on a time and expense basis. If the project is abandoned, billing for all services rendered up to the time of notification of project abandonment will be tendered. Xcell will not exceed the quoted fee without your authorization.

### AUTHORIZATION

We appreciate the opportunity to present this proposal for a geotechnical engineering evaluation and look forward to working with you on this project. All work performed will be in accordance with the General Conditions for Geotechnical Consulting Services attached to this proposal. A signed copy will serve as our authorization to proceed. If you have any questions, please call.

Sincerely,  
Xcell Engineering, LLC



J. Paul Bastian, P.E.

**GENERAL CONDITIONS FOR  
ENGINEERING SERVICES**

**Proposal Date:**  
**Client Name:**  
**Project Name:**  
**Project Location:**

**SCOPE OF SERVICES.** Xcell Engineering, LC (hereinafter "XCELL") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. XCELL can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed XCELL's scope of services and agrees that it is reasonable and acceptable for the Project.

**STANDARD OF CARE.** XCELL will perform services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. XCELL is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. XCELL does not warrant or guarantee our services.

**CLIENT RESPONSIBILITIES.** Client will identify a representative who will be responsible for communications with XCELL and will be authorized to act fully on client's behalf. Before XCELL commences our services Client agrees to provide: (1) a description of this Project; (2) the location and a description of the property; (3) access to the property; and (4) the specific location of any underground utilities, structures, and known or suspected hazardous materials. If Client does not own the property, client agrees to provide timely written authorization from the appropriate party for XCELL to access the property and complete XCELL's scope of services. XCELL is not responsible for damage to underground utilities or structures, which were not identified or otherwise made known to XCELL prior to us beginning the services.

**INVOICES AND PAYMENT.** XCELL will invoice for services in accordance with the terms of our proposal or on a regular basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If XCELL is not paid when due, we may suspend or terminate all services and Client will return to XCELL all copies of any reports, plans, specifications or other documents prepared by XCELL under this Agreement and will not rely on these documents or use them in any fashion, including any actions or third party actions against XCELL.

**CHANGED CONDITIONS.** If, after execution of this agreement, XCELL discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to XCELL's fees. If XCELL and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

**HAZARDOUS MATERIALS.** XCELL services are limited to geotechnical engineering and do not include any investigation, detection, evaluation, or assessment of Hazardous Materials. Accordingly, our reports will not include any interpretations, recommendations, findings, conclusions or opinions regarding Hazardous Materials. Client agrees to defend, indemnify and hold XCELL harmless from any claims, liability, loss or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes but is not limited to, any toxic, noxious, poisonous, radioactive or irritating material, chemical or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

**CERTIFICATIONS.** XCELL will not execute any certification unless the exact form of such certification has been approved by XCELL in writing prior to execution of this Agreement. Any certification by XCELL is only an expression of our professional opinion based on the service XCELL has performed for Client and is not a guarantee or warranty of any fact, condition or result.

**SAMPLES.** If XCELL provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.

**RELATIONSHIP OF THE PARTIES.** XCELL will perform our services as an independent consultant with our employees under our sole direction and control. XCELL will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction.

5500 S 5<sup>th</sup> Ave  
Proposal  
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XCELL may subcontract for the services of others without obtaining Client's consent where XCELL deems it necessary or desirable to complete our scope of services.

**SITE DISTURBANCE.** In the normal course of our exploratory services, XCELL may cause some surface and subsurface disturbance. Restoration of the property is not included in XCELL's scope of services unless specifically included in the proposal.

**INDEMNITY.** XCELL agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by XCELL's negligent performance of services under this Agreement. Client agrees to defend and indemnify XCELL against any and all claims, demands, suits, etc except as specifically provided herein.

**TERRORIST ACTIVITY.** Client understands and agrees that XCELL is not responsible for damages to persons, property or economic interests arising from Terrorist Activity. Client will indemnify and hold XCELL harmless against all third-party claims for such damages that arise from, or are alleged to arise from, Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

**LIMITATION OF LIABILITY.** Client agrees to limit XCELL's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of XCELL, including but not limited to attorney's fees and costs, shall not exceed XCELL's total fee for the services rendered on this Project. 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. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of XCELL's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and XCELL agree that neither will be liable to the other for any consequential or incidental damages.

**SURVIVABILITY.** The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If XCELL 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.

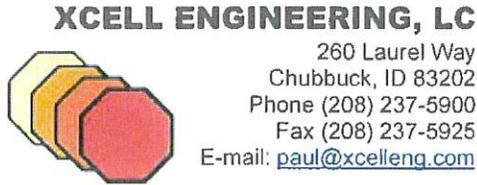
**NO JOINT AND SEVERAL LIABILITY.** XCELL shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of XCELL.

**TERMINATION AND SUSPENSION.** Client or XCELL may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by XCELL, Client shall pay for all of XCELL's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. XCELL shall not be liable to Client for any failure or delay in performance due to circumstances beyond XCELL's control.

**DISPUTES.** All disputes between XCELL and Client shall be subject to mediation prior to initiation of any litigation. A mediator appointed by the American Arbitration Association, in accordance with the Construction Mediation Rules of the American Arbitration Association, or by such other person or organization as XCELL and Client may agree upon shall conduct the mediation. XCELL and client will share equally the costs of mediation. If any action or proceeding is thereafter commenced to interpret, enforce, reform or nullify any of the terms of this Agreement, or to seek damages for the breach of any of its provisions, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

**CONTROLLING LAW.** The laws of the State of Idaho govern the interpretation and enforcement of this Agreement.





June 20, 2025  
File: Proposal

Hal Jensen  
Bannock County  
5500 S 5<sup>th</sup> Ave  
Pocatello, ID 83204  
[halj@bannockcounty.gov](mailto:halj@bannockcounty.gov)

RE: **PROPOSAL**  
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5500 S 5<sup>th</sup> Ave

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### AUTHORIZATION

We appreciate the opportunity to present this proposal for a geotechnical engineering evaluation and look forward to working with you on this project. All work performed will be in accordance with the General Conditions for Geotechnical Consulting Services attached to this proposal. A signed copy will serve as our authorization to proceed. If you have any questions, please call.

Sincerely,  
Xcell Engineering, LLC



J. Paul Bastian, P.E.

**GENERAL CONDITIONS FOR  
ENGINEERING SERVICES**

**Proposal Date:**  
**Client Name:**  
**Project Name:**  
**Project Location:**

**SCOPE OF SERVICES.** Xcell Engineering, LC (hereinafter "XCELL") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. XCELL can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed XCELL's scope of services and agrees that it is reasonable and acceptable for the Project.

**STANDARD OF CARE.** XCELL will perform services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. XCELL is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. XCELL does not warrant or guarantee our services.

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**CHANGED CONDITIONS.** If, after execution of this agreement, XCELL discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to XCELL's fees. If XCELL and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

**HAZARDOUS MATERIALS.** XCELL services are limited to geotechnical engineering and do not include any investigation, detection, evaluation, or assessment of Hazardous Materials. Accordingly, our reports will not include any interpretations, recommendations, findings, conclusions or opinions regarding Hazardous Materials. Client agrees to defend, indemnify and hold XCELL harmless from any claims, liability, loss or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes but is not limited to, any toxic, noxious, poisonous, radioactive or irritating material, chemical or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

**CERTIFICATIONS.** XCELL will not execute any certification unless the exact form of such certification has been approved by XCELL in writing prior to execution of this Agreement. Any certification by XCELL is only an expression of our professional opinion based on the service XCELL has performed for Client and is not a guarantee or warranty of any fact, condition or result.

**SAMPLES.** If XCELL provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.

**RELATIONSHIP OF THE PARTIES.** XCELL will perform our services as an independent consultant with our employees under our sole direction and control. XCELL will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction.

6500 S 5<sup>th</sup> Ave  
Proposal  
Page 5

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**SITE DISTURBANCE.** In the normal course of our exploratory services, XCELL may cause some surface and subsurface disturbance. Restoration of the property is not included in XCELL's scope of services unless specifically included in the proposal.

**INDEMNITY.** XCELL agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by XCELL's negligent performance of services under this Agreement. Client agrees to defend and indemnify XCELL against any and all claims, demands, suits, etc except as specifically provided herein.

**TERRORIST ACTIVITY.** Client understands and agrees that XCELL is not responsible for damages to persons, property or economic interests arising from Terrorist Activity. Client will indemnify and hold XCELL harmless against all third-party claims for such damages that arise from, or are alleged to arise from, Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

**LIMITATION OF LIABILITY.** Client agrees to limit XCELL's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of XCELL, including but not limited to attorney's fees and costs, shall not exceed XCELL's total fee for the services rendered on this Project. 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. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of XCELL's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and XCELL agree that neither will be liable to the other for any consequential or incidental damages.

**SURVIVABILITY.** The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If XCELL 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

**NO JOINT AND SEVERAL LIABILITY.** XCELL shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of XCELL.

**TERMINATION AND SUSPENSION.** Client or XCELL may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by XCELL, Client shall pay for all of XCELL's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. XCELL shall not be liable to Client for any failure or delay in performance due to circumstances beyond XCELL's control.

**DISPUTES.** All disputes between XCELL and Client shall be subject to mediation prior to initiation of any litigation. A mediator appointed by the American Arbitration Association, in accordance with the Construction Mediation Rules of the American Arbitration Association, or by such other person or organization as XCELL and Client may agree upon shall conduct the mediation. XCELL and client will share equally the costs of mediation. If any action or proceeding is thereafter commenced to interpret, enforce, reform or nullify any of the terms of this Agreement, or to seek damages for the breach of any of its provisions, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

**CONTROLLING LAW.** The laws of the State of Idaho govern the interpretation and enforcement of this Agreement.

5500 S 5<sup>th</sup> Ave  
Proposal  
Page 6

**INTEGRATION SEVERABILITY.** The attached proposal and these General Conditions reflect the entire Agreement between XCELL and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

**OWNERSHIP OF DOCUMENTS.** Provided XCELL is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by XCELL for this Project. XCELL owns the Drawings, Specifications, Reports and other documents, or copies of any of these documents. Client will defend, indemnify and hold XCELL harmless from and against any action or proceeding brought by third parties that obtain the document from the Client, either directly or indirectly, and in any manner, use or rely on the documents without XCELL's prior written consent.

**ACCEPTANCE OF GENERAL CONDITIONS AND AUTHORIZATION TO PROCEED:** If Client gives verbal authorization to proceed and does not object to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature Jeff Hough Title: Commissioner, Chairman Date: July 8, 2025

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

**AGENDA REQUEST FORM**

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

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Tereca Argyle

**Item to be considered/background:**

Seeking signature on a Sheriff's Memo approving the Sheriff to award a Deputy's handgun and badge upon retirement

**How much time will be needed? Meeting date requested:**

5 min

7/8/25

**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: 7/8/25 Time: \_\_\_\_\_

QUIT CLAIM DEED OF COUNTY PROPERTY

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of July, 2025, between the County of Bannock, State of Idaho, a political subdivision of the State of Idaho, party of the first part, and William T. Shurtliff or Kim Shurtliff party of the second part, whose correct mailing address is 1854 Mountain View Drive, McCammon, Idaho 83250.

WITNESSETH:

WHEREAS, by an order duly given, made and entered by the Board of County Commissioners of said County, it was found and determined that the certain tract or parcel of land belonging to said county and hereinafter particularly described, was not necessary for the use of said county, and that the same should therefore be sold, pursuant to the provisions of Section 31-808, Idaho Code Annotated; and

WHEREAS, the above parties of the second part have now agreed to purchase said property for the sum of One Hundred Twenty-five dollars and 00/00 (\$125.00) cash, lawful money of the United States of America, which said sum the said party of the second part will pay to the auditor of the said Bannock County;

NOW, THEREFORE, and in consideration of the said sum hereinafter mentioned thus paid, and pursuant to the law in such cases made and provided, the party of the first part herein does hereby quit claim, grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the right, title and interest of the party of the first part in and to the certain tract or parcel of land situated in the county of Bannock, State of Idaho, and more particularly described as follows:

Parcel Number: RPRMCPM009319

Section 13, Township 9 South, Range 36 East, Boise Meridian

Tract in the Northeast Quarter of the Southwest Quarter

Tax Number 158 0.06 Acres

Country Property in McCammon

Narrow strip of ground contiguous and west of parcel at 1854 Mountain View Dr in McCammon

Together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining; to have and to hold the same unto the parties of the second part, their heirs and assigns forever.



**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 June 26 and July 1, 2025, as approved during the meeting of July 8, 2025.

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Board of Equalization hearings inclusive of the date(s) of June 30, 2025, as approved during the meeting of July 8, 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:	Thursday, June 26, 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,

## Agenda Details

AGENDA	
<b>Business and Claims Meeting (action items):</b>	
1	<p><b>Claims Agenda:</b></p> <ul style="list-style-type: none"> <li>• Board of Ambulance District: Invoices and Commissioner Report</li> <li>• Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>• Payroll Report</li> <li>• Alcohol Licenses and Permits</li> <li>• Certificate of Residency Approval</li> <li>• Mileage Reimbursement Requests</li> <li>• Technology Request Form</li> <li>• Memorandum Authorization for Accounts Payable</li> </ul>

## Meeting Notes

- 9:00 AM Hough called the meeting to order. The agenda included claims and Independence Day agreements. Bullock moved to approve and sign items on the claims agenda and the vendor agreements. The motion passed.  
9:01 AM Adjoined.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved claims and Independence Day vendor agreements.	Auditing/Parks & Rec



# MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

## Meeting Details

Date of Meeting:	Tuesday, July 1, 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 and Attorney Jon Radford

## Agenda Details

AGENDA	
	Business Meeting (action items) <b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>Matt Olsen, Juvenile Justice, regarding review and signature of the updated Passthrough Funds Recipient Agreement with the Idaho Department of Juvenile Corrections (requested 5 minutes) (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Todd Mauger, Juvenile Justice, requesting approval and signature on a Non-Binding Memorandum of Understanding to establish a Crisis Intervention Team Collaborative (requested 5 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Dillon Evans, Solid Waste, seeking approval of and signature on (1) Resolution No. 2025-46 In the Matter of Renewal of Contract for PSI Solid Waste Collection Services (2) Rental Agreement with Vermeer Mountain West for a compost screener, and (3) Rate Negotiation with Global Payments for Landfill credit card processing fees (requested 10 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Kristi Davenport, Commission, request to purchase parcel number RPRMCPM0009319. This parcel was offered at the Tax Sale on October 29, 2024 and did not sell. The offer is \$125.00. (requested 5 minutes) (action item)</li> </ul>
6	<b>RESOLUTIONS AND ORDINANCES (action items):</b> Resolution No. 2025-47 Approving June 2025 Alcohol Licenses Resolution No. 2025-48 Approving June 2025 Salaries
7	<b>LETTERS AND NOTICES (action items):</b> Public Hearing Notice
8	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>Manual Checks</li> <li>Alcohol Licenses and Catering Permits</li> <li>Certificate of Residency Approval</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Independence Day Vendor Agreements</li> <li>Technology Forms</li> </ul> Approval of Meeting Minutes for June 16, 17, 18, 19, and 24, 2025 and Board of Equalization Minutes for June 19 and 25, 2025, and Certification of Said Minutes
9	Board of Equalization and Administrative BOE Reviews throughout the day as needed (action items)
10	Board of Equalization and Administrative BOE Reviews throughout the day as needed (action items)

## Meeting Notes

- 1 9:00 AM Hough called the meeting to order.  
  
No indigent business.
- 2 9:00 AM Olsen reviewed the agreement with IDOC for pass through funds for substance abuse delivery funds for kids without insurance or services that insurance does not pay for and community based alternative services that is an alternative to commitment. Hough moved to approve the pass through funds. The motion passed.
- 3 9:05 AM Juvenile Justice Director Matt Olsen and Juvenile Probation Officer Dan Montgomery appeared. Olsen reviewed an MOU for establishing a crisis intervention team collaborative which is an opportunity to bring together law enforcement and treatment providers for those in crisis. Moser moved to approve the memo. The motion passed.
- 4 9:09 AM Management Assistant Aubri Lewis also appeared. Evans reviewed the agreement with PSI. Bullock moved to approve Resolution 2025-46 renewing the PSI contract. The motion passed.  
9:14 AM Evans reviewed the rental contract for a compost screener. Moser moved to approve the rental with Vermeer Mountain West. The motion passed.  
9:15 AM Lewis reviewed negotiations for credit card processing fees. Bullock moved to approve the contract with Global Payments. The motion passed.
- 5 9:18 AM Davenport explained an offer for parcel RPRMCPM0009319 for \$125. The parcel is a tax deed that has been offered at auction. Moser moved to accept the offer for the parcel. The motion passed.
- 6 9:20 AM Moser moved to approve Resolution Numbers 2025-47 and 48. The motion passed.
- 7 9:21 AM Hough moved to approve publication of the public hearing notice for an application to validate Beehive Road. The motion passed.
- 8 Bullock moved to approve the consent agenda. The motion passed.
- 9 See Board of Equalization minutes.
- 10 See Board of Equalization minutes.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved pass through funding from Idaho Dept. of Juvenile Corrections.	Juvenile
Approved MOU for Crisis Intervention Team Collaborative.	Juvenile
Approved PSI contract renewal; Vermeer Mountain West rental agreement; and Global Payments agreement.	Landfill
Accepted offer and sale of parcel RPRMCPM0009319.	Commission
Approved Resolution Nos. 2025-46 Renewal of Contract for PSI Solid Waste Collection Services; 2025-47 Approving June 2025 Alcohol Licenses; and 2025-48 Approving June 2025 Salaries.	Clerk
Approved publication of notice for public hearing to validate Beehive Road.	Road & Bridge/Clerk
Approved consent agenda.	Clerk



## MINUTES OF THE BANNOCK COUNTY BOARD OF EQUALIZATION

### Meeting Details

Date of Meeting:	Monday, June 30, 2025
Commissioners present:	Jeff Hough, Ernie Moser, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Assessor Anita Hymas, Appraisal Lead Jason Hooker, Appraiser Kami Brown, Appraiser Jason Speth, Appraisal System Analyst Joshua Stokes, and Appraiser Mike Helm

### Meeting Notes

1 9:59 AM Hough called the meeting to order. Moser moved to enter into the Board of Equalization. The motion passed. Allen administered an oath to those testifying.

**BB&T Rental Properties – RPRPPOC276202, RPRPPOC276400, RPRPPOC276500, and RPRPPOC395100**

10:00 AM Appellant did not appear. Hooker reviewed parcel RPRPPOC276202 is the Brick 243. There was a large jump last year to reflect major updates to the building and a small adjustment this year. There was no opportunity found for adjustment. Parcel RPRPPOC276400 a parking lot with a small adjustment. Parcel RPRPPOC276500 is the Pioneer Block Building. The second floor was completely renovated to apartments with the assessed value reflecting the value of brand-new apartments. Parcel RPRPPOC395100 is the Riverside Apartments. The increase is due to updates to the depreciation and costing tables. Using the appellant’s sales information and using a generous cap rate, the value is where it should be. It is recommended to uphold the assessed values. Moser moved for parcels RPRPPOC276202, RPRPPOC276400, RPRPPOC276500, and RPRPPOC395100 to uphold the assessed values. The motion passed.

**Group 5 LLC – RPRCAC1001800, RPRCAC2001300, RPRCAC2001400, RPRCAC2001500, RPRCAC2001600, RPRCAC1001300, RPRCAC2000200, RPRCAC2000400, RPRCAC2000500, RPRCAC2000600, RPRCAC2000700, RPRCAC2000800, RPRCAC2000900, RPRCAC2001000, RPRCAC2001100, RPRCAC2001200, RPRCAC2001700, RPRCAC2001800, and RPRCAC2001900**

**K5 Construction LLC – RPRCAC1001100**

**Davis, Kurt and Amber – RPRCAC1001500**

10:03 AM Appellants did not appear. Stokes reviewed the same individuals submitted the three packets and the 21 properties are located in the same subdivision. Appellants feel the values are too high. Appellants’ concerns were investigated The sales analysis for these parcels was looked over again and a smaller analysis was prepared. This analysis shows the base rate for sales is \$80,000. Allocated land value sales from the same subdivision were allotted 20% of the sales price to reflect the land value which shows values of \$81,000. The original analysis and the new smaller analysis show the values are equitable at \$79,000. The land schedule was reviewed. These parcels have an equitable market value. It was requested to uphold the assessed values. Moser moved to uphold the assessed values for 19 parcels for Group 5 LLC, 1 parcel for K5 Construction LLC, and 1 parcel for Amber and Kurt Davis. The motion passed.

2 10:59 AM Hough called the hearing to order.

**Harris, Scott – RPRPANS006000**

11:00 AM Appellant did not appear. Brown reported the residential property was inspected and adjustments were made. The recommendation was to adjust the value to \$392,191. Moser move for RPRPANS006000 to adjust the value to \$392,191 with adjustment off improvements. The motion passed.

**SHJH LLC – RPRCRWS000201**

11:01 AM Appellant did not appear. Hooker reviewed this commercial property is an apartment building on Hawthorne Road. The comparables show, in terms of assessed value, it is comparable to those with less amenities, and may be under assessed. It was recommended to uphold the assessed value. Bullock moved for parcel RPRCRWS000201 to uphold the assessed value. The motion passed.

**Crockett, Daren - RPRCABC000100, RPRCABC000200, RPRCABC000300, RPRCABC000400, RPRCABC000500, RPRCABC000600, and RPRCABC000800**

11:03 AM Appellant did not appear. Brown reviewed the appellant's comps, years built, updated and effective year, and price per square foot. Based on the submitted documents, it was recommended to uphold the assessed value. Discussion ensued on appellant selling the property to himself which set a value. Bullock moved for parcels ending with 100, 200, 300, 400, 500, 600 and 800 that the values be upheld. The motion passed.

**RCG Pocatello VII LLC – RPRPPSQ000402, RPRPPSQ000501, and RPRPPSQ000602**

11:07 AM Appellant did not appear. Hooker explained these three parcels are in Pocatello Square near Ross Dress for Less. They were in a BTA two years ago and this year went back up. Appellant was concerned that JoAnn's Fabric filed bankruptcy and will be leaving the property. The lease payments will continue through to next year. When looking at the value on Jan 1, lower rents and potential vacancy were considered and an opportunity to adjust was found. The new value across the three parcels is \$11,569,756. It was recommended to adjust the value off improvements for parcel ending in 402 to \$2,630,607 and parcel ending in 501 to \$8,897,077. The parcel ending in 602 is bare land, and no opportunity was found to adjust the value. Moser moved for the RCG Pocatello parcels, to adjust per the appraiser's recommendation for a total of \$11,569,756 with adjustment off improvements. The motion passed.

**Budge, Thomas and Heidi – RPR3851026820 and RPRCHL3002600**

11:10 AM Appellant did not appear. Speth explained the residential parcel ending in 2600, based on the sales comps, is below or right in line on value. It was requested to uphold the assessed value. In looking at parcel ending in 6820, it turned into three. It was discovered there are contiguous parcels. After review, adjustments were made to make two parcels contiguous. After discussion, one parcel adjustment will be on the Assessor recommend list and the parcel appealed was recommended to be lowered to \$55,379. Hough moved for parcel RPR3851026820 to accept the recommended value of \$55,379; and to uphold the assessed value for parcel RPRCHL3002600. The motion passed.

3 1:00 PM Hough called the meeting to order.

**Pocatello Hospital LLC – RPRPCPP087107**

Appellant did not appear. Hooker explained this parcel is the most southern portion of the Portneuf Campus, with admin offices and a maintenance shop. Appellant sent in good information on how they determined value, but some of the items used arrive at a value is not appropriate. They applied a lot of depreciation and considered the buildings far older than they are. The buildings have above average upkeep and maintenance. It was recommended to uphold the assessed value. The buildings were built in 2009, and Appellant valued them at 20 years old with average maintenance, but they are 16 years old with above average maintenance. Bullock moved for parcel RPRPCPP087107 to uphold the assessed value. The motion passed.

**K3 Pocatello LLC - RPRPTCP000801**

1:03 PM Appellant did not appear. The hearing was cancelled as an agreed adjustment was made in the worksheet. Moser moved for parcel RPRPTCP000801 to adjust the value per the Assessor's recommendation to \$8,727,000. The motion passed.

**Jacob Grant Forever Fund LLC - RPRPPLT002103 and RPRCHTS008900**

1:05 PM Allen administered an oath to Appraiser Mike Helm. Appellant did not appear. Helm reviewed the parcels are two and fourplexes. The comparables show these parcels fall within the market. Discussion ensued on finding sales. This is the third BOE since 2021. Moser moved for parcels RPRPPLT002103 and RPRCHTS008900 to uphold the assessed values. The motion passed.

**HUX Holdings - RPRCBBA003604**

1:08 PM Hooker explained there was some confusion on which parcels were cancelled. The comps show the property is assessed equitably at \$459,310. Hough moved for parcel RPRCBBA003604 to uphold the assessed value. The motion passed. The parcel in McCammon, RPRMBAM000400, had the house removed. The time was prorated and will be removed for 2026. This parcel will be in the Assessor recommend list.

- 4 1:59 PM Hough called the meeting to order and reviewed the rules, process, and appeal rights. Allen administered an oath those testifying.

**American Heating and Cooling - RPRPPOC251900**

2:01 PM Tom Sanders appeared and reviewed that no business is operating there and it is just used for storage. There are no comparable properties that have sold. The exterior is in bad shape and a contractor quoted \$80,000 to fix it. There are box cars with a roof in the back; not a building.

2:03 PM Hooker questioned information in the system for accuracy, in that the building is labeled as a shop, with living quarters on the second floor. Hooker explained the building is listed as a grade two and the condition listed as poor. The depreciation applied is maxed out at 80%. The property is unique. The increase is attributed to the updates to costing data. No opportunities were found for adjustment.

2:05 PM Discussion ensued on aspects of the main floor and the living space on the second floor that Appellant's daughter lives in. Hooker reported there is no record of an interior inspection in at least the last seven years. Bullock moved for parcel RPRPPOC251900 to uphold the assessed value. The motion passed.

**Concord Properties – RPRCIGP000101**

2:13 PM Allen administered an oath to Tom Nelson. Hough reviewed the rules, process, and appeal.

2:15 PM Nelson reviewed he and his brother just purchased the property and it is surrounded by run down motels. He believes he paid a fair price.

2:16 PM Hooker reported receiving concerns from property owners on Burnside in the past and that prompts the office to look at what impact those concerns are having on the market, if any. If property sells for more, there is no market impact. When there's a sale for lower than the assessed value, they look for any other impacts. There are still some high rates in the area around \$10 per square foot. The office cannot match sales price when seeing that and there was previously established a 25% depreciation. Nothing on a mass appraisal side allowed them to lower one property.

2:17 PM Moser feels a preponderance of evidence was submitted with the arm's length sale documentation. The property was purchased the end of August and would likely increase to a January 1 value. Nelson indicated the property is under development. There is a blight in the area and that's the reason it was purchased so cheap. Moser moved for parcel RPRCIGP000101 to adjust the value to \$450,000. The motion passed.

**WH Land and Livestock - RPR4055000400, RPR3851000600, RPRICPI001900, and RPRICPI001800**

2:20 PM Appellant did not appear. Helm reviewed the appellant is appealing two properties. Parcel RPRICPI001900 is an address correction and appellant was referred to the City of Inkom. Parcel RPRICPI001800 is house being renovated on the old dairy there. An inspection was done and it is stripped to the bones. Adjustments were made to the finish and condition with a new improvement value of \$118,631.

Hooker reported for RPR4055000400 and RPR3851000600, Appellant did not disagree with the value, but wanted to ensure the towers were not on there. Hooker explained cell tower valuations. The only value associated with the towers is the land value for these parcels and all the land around is assessed at an ag value. Moser moved for parcel RPRICPI001900 that was just an address correction and for parcel RPRICPI001800 to adjust the assessed value of the house to \$118,631. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit Board of Equalization.	Clerk
Upheld assessed values for parcels: RPRPPOC276202; RPRPPOC276400; RPRPPOC276500; RPRPPOC395100; RPRCAC1001800; RPRCAC2001300; RPRCAC2001400; RPRCAC2001500; RPRCAC2001600; RPRCAC1001300; RPRCAC2000200; RPRCAC2000400; RPRCAC2000500; RPRCAC2000600; RPRCAC2000700; RPRCAC2000800; RPRCAC2000900; RPRCAC2001000; RPRCAC2001100; RPRCAC2001200; RPRCAC2001700; RPRCAC2001800; RPRCAC2001900; RPRCAC1001100; RPRCAC1001500; RPRCRWS000201; RPRCABC000100; RPRCABC000200; RPRCABC000300; RPRCABC000400; RPRCABC000500; RPRCABC000600; RPRCABC000800; RPRCHL3002600; RPRPCPP087107; RPRPPLT002103; RPRCHTS008900; RPRCBBA003604; and RPRPPOC251900.	Assessor
Adjusted assessed value for parcels: RPRPANS006000; RPRPPSQ000402; RPRPPSQ000501; RPRPPSQ000602; RPR3851026820; RPRPTCP000801; RPRCIGP000101; and RPRICPI001800.	Assessor