



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

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.

Tuesday, September 9, 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)
- Nikki Ennis, Ag Extension, seeking approval of and signature on the Cooperative Agreement for University of Idaho Extension Programs for FY26 (requested 5 minutes) (action item)
- Tristan Bourquin, Planning, requesting to discuss a floodplain variance (requested 10 minutes) (potential action item)
- Shanda Crystal, Procurement, seeking to discuss recommendation to award the Janitorial Services Request for Proposal (requested 5 minutes) (action item)
- Kristi Klauser, Auditing, regarding a signature on an Order Form for DebtBook (requested 5 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-58 Adopting Fee Changes and/or New Fees for FY2026

Resolution No. 2025-59 Approving the Fiscal Year 2026 Bannock County Budget

Resolution No. 2025-60 Approving Tax Cancellation Requests

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

Annual (FY25) Agreement to Provide Law Enforcement Protection for S.I.Y.F.L.
Bannock County Sheriff Memo and Commission Memo

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 August 26 and 28 and September 2 and 4, 2025, and Certification of Said Minutes

1:00 PM Elected Officials Meeting

BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

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:

Joanne Agnelli, Sr Administrative Assistant

Department:

UI Extension

Requestor Email:

jagnelli@bannockcounty.gov

Item(s) to be considered:

Approval/Signature of Standardized Extension Agreement for fiscal 2026 Final document to be furnished when budget is finalized.

Date of meeting being requested:

09/09/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

10/01/2025

Contract/Agreement End Date:

09/30/2026

List of additional attendees:

Nikki Ennis

Cooperative Agreement for University of Idaho Extension Programs

This cooperative agreement is effective the date of last signature and is between Bannock County ("County"), a political subdivision of the State of Idaho, and the Regents of the University of Idaho, a public university of the state of Idaho ("University") to promote and provide cooperative extension programs ("Extension Programs") as mandated by federal and state law.

University and County enter into this Cooperation Agreement to set out the nature of the Extension Program and the relationship of the parties.

University is the land-grant university in the state of Idaho, as authorized by the federal Morrill Acts of 1862 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and the state of Idaho approved that Act, specifically:

The assent of the legislature of the state of Idaho is hereby given to all the provisions of an act of Congress, approved July 2, 1862, entitled, "An act donating public lands to the several states which may provide colleges for the benefit of agriculture and the mechanic arts," and the acts amendatory thereof and supplementary thereto. (I.C. § 33-2901)

The federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and the state of Idaho approved that Act, specifically:

The state board of education and board of regents of the University of Idaho are authorized and empowered to receive the grants of money appropriated under such act, and to organize and conduct agricultural extension work which shall be carried on in connection with the terms and conditions expressed in the act of Congress aforesaid; and the treasurer of the state board of education and board of regents of the University of Idaho is hereby designated as the officer to whom all moneys granted to the state of Idaho under said act shall be paid. (I.C. § 33-2904)

The Idaho Legislature has established an extension service and has enabled Idaho's various counties to become a cooperative collaborator in promoting Extension Services, specifically:

The board of county commissioners of the several counties within the state of Idaho are hereby authorized and empowered to provide funds for demonstration work in agriculture and home economics within said counties and for the employment of extension agents in agriculture and home economics in cooperation with the University of Idaho and the United States department of agriculture; and board of regents of the University of Idaho to receive the grants of money appropriated under said act and to organize and conduct agricultural extension work which shall be carried on in connection with the college of agriculture of the state university in accordance with the terms and conditions expressed in the said act of Congress. (IC §31-839)

Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners.

University and County therefore agree as follows:

1. Term and Renewal.

This agreement shall govern Extension Programs during fiscal year [2026] beginning [10/1/2025] and ending at 11:59pm on [9/30/2026] ("Term").

2. Extension Programs.

University shall provide and administer Extension Programs within County. Extension Programs are directed at improving the quality of life for people in County, enhancing economic opportunity within County, and sustaining the natural resources of County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Programs are acceptable expenses for reimbursement from the operating budget provided by County (see Appendix A).

3. Operating Budget.

- a. County shall provide a total of \$ 272,721.00 for Extension Programs in its annual County budget for the Term of this agreement (“Contract Cost Limitation”). A summary of the budget items and anticipated expenditures are stated in **Appendix A**. University shall not exceed the Contract Cost Limitation without obtaining prior written consent from County.
 - i. County may subdivide the budgeted items listed in the summary to conform to County's system of account titles. County shall authorize each account, handled by University faculty, employees and County staff.
 - ii. County shall have the right to annually audit any authorized accounts by itself or by a County-authorized auditor. All Extension Personnel shall follow all county policies and procedures for financial expenditures. “**Extension Personnel**” is defined as any UI & County faculty and staff hired to carry out Extension Programs.
 - iii. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to County in accordance with County procedures.
 - iv. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

4. Extension Office Faculty.

- a. Subject to policies, procedures, availability of funding, University shall provide and fund one or more University Extension Faculty assigned to perform Extension Programs within County, including, but not limited to the following positions: Crops and Horticulture Educator; 4-H Youth Development Educator; Family & Consumer Sciences Educator. University shall appoint one University employee to act as the Extension County Chair for County (“**Extension County Chair**”).
- b. Additional employees may be funded by University, County, or a combination of University and County, as may be mutually agreed and set forth below and subject to University funding, policies, and procedures. All University employees shall be governed by University policies and procedures. All County employees shall be governed by County policies and procedures.

5. Extension Office Support Staff.

- a. Bannock County shall recruit, hire and evaluate support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) according to County personnel policies and procedures, in cooperation with the Extension County Chair (“**County Extension Staff**”). County Support Staff shall be (i) County employees whose recruitment, hiring, evaluation, and employment is governed by County rules and regulations and other administrative County policies, and (ii) supervised by Extension County Chair in cooperation with County Human Resources.

6. Facilities and Equipment.

- a. County shall provide facilities and equipment for use by University and county employees, as set forth in Appendix B (include in Appendix B a brief description and address of each provided facility, i.e. County Extension Office, address, office maintenance, equipment, supplies, and other operating expenses).
 - i. Furnishings, equipment, or other property purchased by County, or with County funds, is the property of County. Any equipment or other property purchased by University using University funds is the property of University.
- b. If this agreement is terminated, all equipment purchased or furnished by County or University for the benefit of County Extension Office, shall be returned to original purchaser/supplier.

7. Coordination.

- a. The Extension County Chair, with the advice and consent of the University Extension District Directors and University Director of Extension, shall directly coordinate all Extension Programs, the operating budget, and the support staff, as allowed under the provisions of this agreement, within County in order to:
 - i. Help the residents of County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Programs shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget;
 - ii. Manage the operating budget in accordance with generally accepted accounting principles.

8. Vehicle Use.

- a. County shall provide a vehicle, a 2025 Ford F150 Pickup, VIN 1FTEX1C83FKE86843; A 2021 Chevrolet Malibu, VIN 1G1ZC5ST1MF083968; and a 2012 Dodge Caravan, VIN 2C4RDGDG1CR100730 or another vehicle for conducting and delivering the Extension programs and duties described in this agreement. County shall ensure the vehicle is in good working order and have the proper registration as required in County and/or by state law. The County shall at all times maintain automobile insurance on the vehicle with coverage up to the Parties' maximum exposure of \$500,000 per incident.
 - i. The Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.
 - ii. In the event of damage to persons or property arising out of the University's use of County-owned vehicles by an officer, agent, volunteer or employee of the University of Idaho, the University agrees to pay County's out-of-pocket expenses that are not covered by County's insurance. It is the parties' intention that the out-of-pocket expenses that the University of Idaho is agreeing to cover is limited to County's insurance deductible, if any, and any damage to County's property caused by a University of Idaho employee that is not covered by insurance.

9. No Discrimination.

University and County shall provide Extension Programs to all segments of the County's population without discrimination based on race, color, sex, sexual orientation, sexual identity, age, disability, religion, or national origin.

10. Equal Opportunity.

County and University shall comply with all applicable county, state, and federal laws and regulations concerning Equal Employment Opportunity.

11. Liability.

- a. The Parties are governmental entities that are subject to statutory and constitutional restrictions concerning the acceptance of liability, including the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own negligent acts and omissions and those of its employees, officers, agents, and contractors. If the County is providing a County owned vehicle for University's use under this agreement, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party. Each party may request an updated certificate of insurance annually or upon request.
- b. County shall promptly notify the University of Idaho Risk Manager at risk@uidaho.edu, or 208-885-6177, of any claim it has knowledge of and shall cooperate fully with the University or its representatives in the defense of the same;

- c. The University shall promptly notify Human Resources, 624 E. Center St., Ste 214, Pocatello, Idaho 83201, 208-236-7297, humanresources@bannockcounty.gov of any claim it has knowledge of and shall cooperate fully with the County or its representatives in the defense of the same.

12. Signatory Authority.

No person who is not an authorized signatory may enter into binding contract negotiations, or approve or execute a contract on behalf of University without explicit written permission from an authorized signatory. Those signing without such authority may incur personal liability, and/or may be subject to discipline by University, including termination.

13. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement.

14. Assignment.

This Agreement shall not be assigned by either party.

15. Jurisdiction.

This agreement shall be governed and interpreted by the laws of the State of Idaho.

Contacts. Contact information for COUNTY and UNIVERSITY is noted below:

Contract Questions: UNIVERSITY	Contract Questions: BANNOCK COUNTY
Contract Review Unit University of Idaho 875 Perimeter Drive, MS 3020 Moscow, ID 83844-3020 osp-contracts@uidaho.edu 208-885-2014	Ian Johnson Bannock County Prosecutor 624 E. Center Pocatello, ID 83201 ianj@bannockcounty.gov 208-236-7280
Financial Questions: UNIVERSITY	Financial Questions: BANNOCK COUNTY
Joseph Charles, Asst Dir. For Budget, Finance, and Compliance, UI CALS Administrative Services 875 Perimeter Drive MS 2335 Moscow, ID 83844-2335 jcharles@uidaho.edu 208-885-7550	Jason C. Dixon Bannock County Clerk 624 E. Center Pocatello, ID 83201 jdixon@bannockcounty.gov 208-236-7343
Extension County Chair: UNIVERSITY	Programmatic Inquiries: BANNOCK COUNTY
Nikola Ennis University of Idaho-Bannock County Extension 10560 N. Fairgrounds Rd. Bldg. A Pocatello, ID 83202 ennis@uidaho.edu 208-236-7310	Nikola Ennis University of Idaho-Bannock County Extension 10560 N. Fairgrounds Rd. Bldg. A Pocatello, ID 83202 ennis@uidaho.edu 208-236-7310

16. **Termination of Agreement.** Either party may terminate this agreement by giving the other party 90 days written notice. The party terminating this Agreement will be responsible for any extra costs that may occur for employee benefits, including annual and sick leave, equipment leases, etc., for the remainder of the contract year.

17. **Merger.** This agreement is the entire agreement between the parties and merges all prior discussions between the parties. Neither party shall be bound by any conditions, definitions, warranties, understandings, nor representations that are not expressly included in this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

COUNTY

This agreement was approved by the **BANNOCK COUNTY BOARD OF COMMISSIONERS** at its regular meeting on the 9th day of September, 2025.

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Commissioner

Ken Bullock, Commissioner

ATTEST:

Jason Dixon, Bannock County Clerk

UNIVERSITY

Date: _____ By: _____
Director, Office of Sponsored Programs

Printed Name: _____

Appendix A

	Requested Budget (\$)	Adjustments (\$)	Final Budget (\$)
A. Salaries and Wages:			
Staff (List by Name or Position):			
Sr. Administrative Assistant	35,776.00	1,082.00	36,858.00
			-
			-
Personnel Benefits	24,386.00	1,595.00	25,981.00
			-
			-
			-
TOTAL A	60,162.00	2,677.00	62,839.00
B. Other Expenses:			
1. Travel and Per Diem:			
(Faculty initial beside name to indicate approval of total budget request)			
Name: Nikola Ennis	2,833.33	(500.00)	2,333.33
Name: Reed Findlay	2,833.33	(500.00)	2,333.33
Name: Jen Reader	2,833.33	(500.00)	2,333.33
Office Staff	500.00		500.00
			-
Education-Educators/Assistant	3,500.00	(500.00)	3,000.00
Fuel for Educator's Travel Away From County	2,500.00		2,500.00
			-
2. Office Expenses:			-
Office/Computer Supplies	4,000.00		4,000.00
Maintenance-Office Equipment	5,000.00		5,000.00
Vehicle Repairs	3,000.00		3,000.00
Utilities (approx 117-120/month)	1,300.00		1,300.00
Building Repairs	3,000.00	1,000.00	4,000.00
Luncheon/Supplies	300.00		300.00
Fuel			
Postage	-		-
			-
			-
3. Capital Outlay: Carryover for Van	30,000.00	11,000.00	41,000.00
			-
			-
4. Extension Educators' Salary Transfer to the University of Idaho	3,600.00		3,600.00
TOTAL B	65,199.99	10,000.00	75,199.99
TOTAL A and B	125,361.99	12,677.00	138,038.99
	Requested Budget Approved:		
	District Director		Date

COUNTY EXTENSION AGREEMENT

University of Idaho Extension, College of Agricultural & Life Sciences

This is to certify that the final budget for University of Idaho Extension in Bannock County was approved by the Bannock COUNTY BOARD OF COMMISSIONERS at its regular budget meeting on the 9th day of September, 2025.

Clerk, Board of County Commissioners

Date

(SEAL)

Chair, Board of County Commissioners

9/9/25

Date

In consideration of the County Extension Budget, University of Idaho Extension of the College of Agricultural and Life Sciences agrees to employ the following county Extension faculty to be stationed in Bannock County. (Faculty sign below to indicate knowledge of final budget)

Extension Educator

Date

University of Idaho Extension further agrees to pay the remainder of the salary of such county Extension faculty when state and federal funds are available and to furnish supervision, assistance by specialists and other staff members, and to provide other services of the University of Idaho that are available for Extension educational programs.

District Director

Date

Director, University of
Idaho Extension

Date

Appendix B.

Description and address of each provided facility, i.e. County Extension Office, address, furnishings, equipment, office supplies, and other personal property, for use by the Extension Office and the owner (County or University).

Description of Property	Owner
<p>University of Idaho Bannock County Office, 10560 N. Fairgrounds Road Bldg. A, Pocatello Idaho 83202</p> <p>Rooms:</p> <ul style="list-style-type: none"> • Extension Educators offices: 3 <ul style="list-style-type: none"> • Eat Smart Idaho office: 1 <ul style="list-style-type: none"> • Copy/supply room: 1 <ul style="list-style-type: none"> • 1 Indoor storage area • 2 outdoor storage areas • Building maintenance closet: 1 <p>Common areas</p> <ul style="list-style-type: none"> • Reception and admin desks • Classroom/conference room • Teaching kitchen and pantries for Extension and Eat Smart Idaho <ul style="list-style-type: none"> • 3 refrigerators, 1 4-H, 2 FCS <ul style="list-style-type: none"> • 2 restrooms • 2 hallways <p>Bannock County Fairgrounds 4-H building, 156 N. 2nd W. Street Downey, Idaho 83234</p>	<p>Bannock County</p>
Other Significant Properties:	
<p>Desktops: 3 - Sr. Admin Assistant, 4-H Specialist, 4-H Assistant</p> <p>Findlay latop 1/24:</p> <p>Laptops: 3 (Thinkpads (2 new)):</p> <p>1S21JN0073USPF5CBD7K (new 8/25)</p> <p>1S21JN0073USPF5C6NBG (new 8/25)</p> <p>Photo copiers: 2</p> <p>Duplexer: 1</p> <p>Cash register: 1</p> <p>Scanners for FairEntry: 3</p>	<p>Bannock County</p>
<p>Office Furniture: 3</p> <p>Wall-mounted projector screen</p> <p>Pitney Bowes postage machine</p> <p>Laptops/docking stations: 2</p> <p>Apple iPads: 9</p> <p>Portable projectors: 2</p> <p>Legos-Samsung A7 tablets 13</p> <p>Legos-12 WeDo 2.0</p> <p>Legos-14 Spike Prime</p> <p>Legos-14 Spike Essentials</p>	<p>UI</p>

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:

Tristan Bourquin

Department:

Planning and Development

Requestor Email:

tristanb@bannockcounty.gov

Item(s) to be considered:

Floodplain Variance for a residence and shop

Date of meeting being requested:

09/02/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Hal Jensen



Planning and Development

FLOODPLAIN VARIANCE REQUEST
DATE OF MEETING: September 9, 2025
STAFF REPORT

FILE #: FVAR-25-1
LOCATION: RPR4013026200, addressed as 8105 W Portneuf Road, Pocatello, ID

APPLICANT:
David Stites
8105 W Portneuf Road
Pocatello, ID 83204

OWNER:
David Stites
8105 W Portneuf Road
Pocatello, ID 83204

REQUEST AND BACKGROUND: David Stites requests a variance from the freeboard requirement, to allow one (1) foot of freeboard for a residential dwelling and an accessory structure. The current freeboard requirement is two (2) feet. The property is located within the Special Flood Hazard Area (SFHA) designated as AE.

APPLICABLE ORDINANCE PROVISIONS

Section 200: Definitions

Base Flood Elevation (BFE): a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. When the BFE has not been provided in a Special Flood Hazard Area, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the Freeboard, establishes the Flood Protection Elevation.

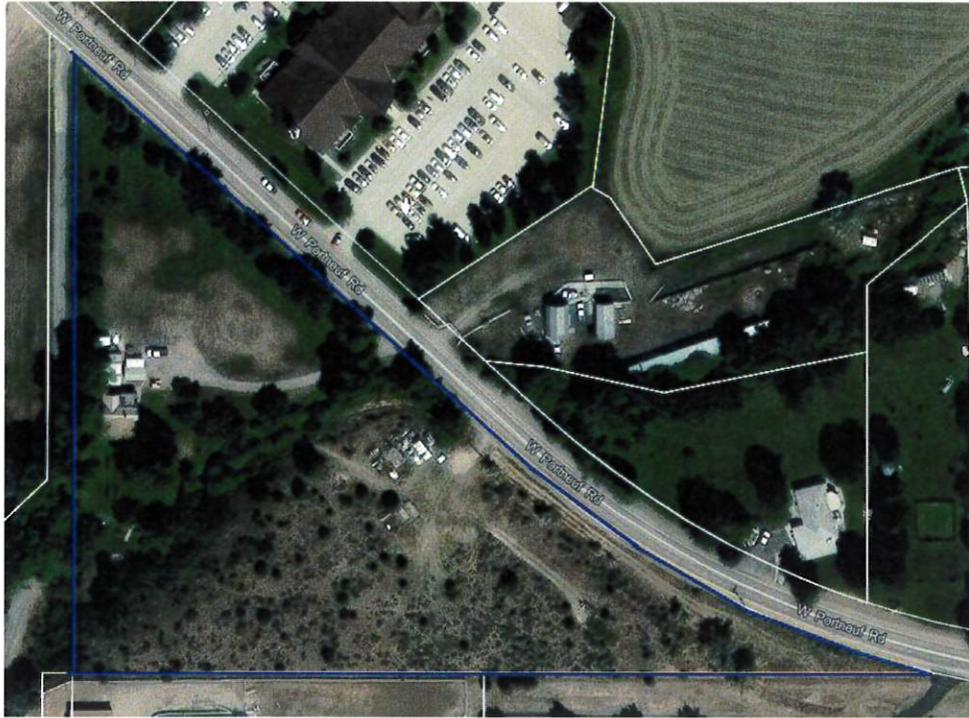
Flood Protection Elevation (FPE): the Base Flood Elevation plus the Freeboard.

- A. In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 2.0 feet of freeboard; and
- B. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least 2.0 feet above the highest adjacent grade.

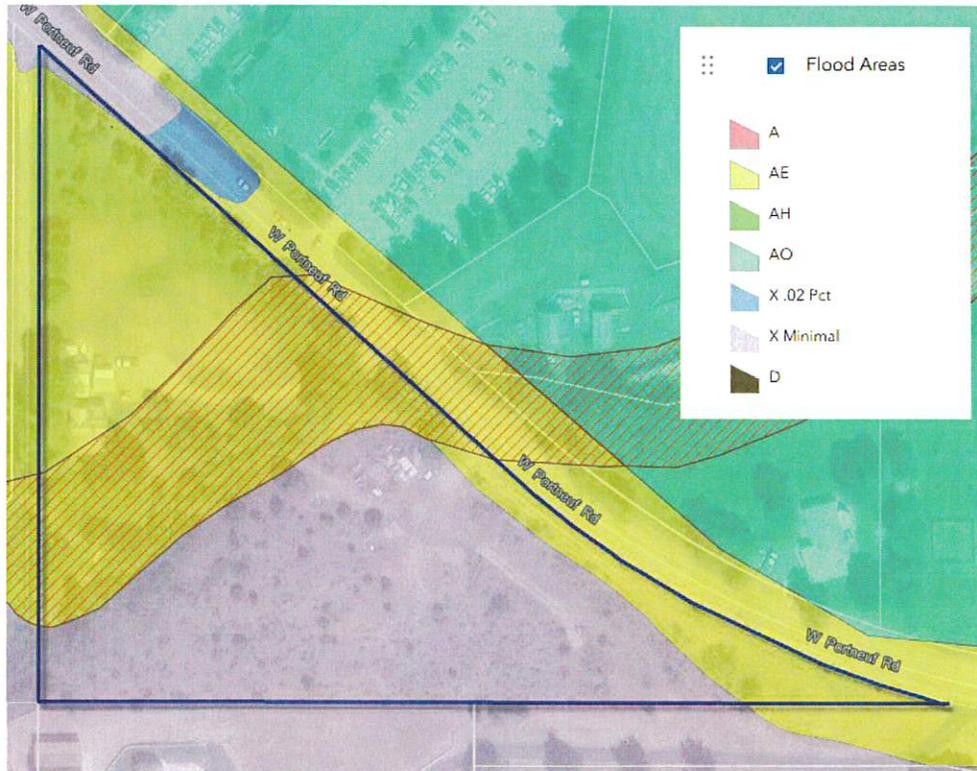
Freeboard: a factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The Base Flood Elevation (BFE) plus the freeboard establishes the Flood Protection Elevation (FPE). Freeboard shall be 2.0 of feet.

Section 450 of the ordinance establishes variance procedures and criteria, summarized as follows:

1. **Authority:** The Bannock County Commissioners (appeal board) hear and decide variance requests.
2. **Eligible Variances:** May be issued for:
 - Repair or rehabilitation of historic structures;
 - Functionally dependent facilities meeting specific conditions;
 - Other types of development if Section 450 requirements are met.
3. **Review Criteria (Section 450.C):** The appeal board must consider:
 - Flood and erosion dangers to life and property;
 - Susceptibility of proposed development to flood damage;
 - Community importance of the proposed facility;
 - Availability of alternative sites;
 - Compatibility with surrounding uses and comprehensive plan;
 - Safety of flood access;
 - Expected floodwater height, velocity, and sediment impacts;
 - Cost of governmental services during/after flood conditions.
4. **Required Applicant Report (Section 450.D):** Applicant must address all factors in Section 450.C.
5. **Conditions for Approval (Section 450.H):**
 - Variance cannot violate other laws or ordinances.
 - No increase in flood levels within a floodway.
 - Must be the minimum relief necessary.
 - Must show good cause, exceptional hardship, and no added threat to public safety.
6. **Additional Provisions:**
 - Variance decisions must be documented, with notice to the applicant of increased flood risk and potential insurance costs (Section 450.F).
 - Records of all variance actions are maintained and reported to FEMA and the State upon request (Section 450.G).
 - The State NFIP Coordinator must be notified 30 days prior to granting a variance (Section 450.J).
 - Variance decisions may be appealed under Idaho Code §67-6535 (Section 450.K).



SITE MAP



FLOOD ZONE MAP

STAFF REVIEW

The applicant has submitted materials addressing each factor in Section 450.C:

1. **Danger of materials being swept onto other lands:** The applicant states:
 - The structures are both within the floodplain where low flow velocities are experienced during flooding, but NOT within the floodway where high flow velocities are encountered. The structures themselves will be within all location requirements in relation to the floodplain and floodway as required by this ordinance. The requested change to the Flood Protection Elevation (BFE + Freeboard) would still maintain the elevations of the lowest floors of the structures over 1 ft above the FEMA base flood elevation. The requested lower elevation would not increase any risk or danger of material being swept onto other lands or to the injury of others.
2. **Danger to life and property due to flooding or erosion:** The applicant states:
 - All applicable requirements of the ordinance are to be complied with, except for the freeboard requirement, if the requested variance is approved. The floors of these structures are not in any location that would cause flooding and are well above the grade where erosion would occur. Therefore, all applicable flooding and erosion controls required by the ordinance will be met. Allowing slightly lower floors of the structures, which are still at least 1 ft above the base flood elevation, and the same as the IRC and ASCE minimum requirements would not increase any danger to life or property due to flooding or erosion damage.
3. **Susceptibility of facility and contents to flood damage:** The applicant states:
 - All applicable requirements of the ordinance are to be complied with, except for the freeboard requirement, if the requested variance is approved. The floors of these structures will be at least 1 ft above the elevation of potential floodwaters as determined by the Army Corp of Engineers and adopted by FEMA. The lowest floors of these structures will also be at least the minimum of 1 ft above the BFE as required by the IRC and the ASCE. The foundation, which would be the structural component of the buildings that resists flood damage is to be built to the design allowed by the FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements. All contents of the structures will be at least 1 ft above the base flood elevation, therefore protected from flood damage.
4. **Importance of the facility to the community:** The applicant states:
 - Not Applicable, these two structures do not provide any services to the community.
5. **Necessity of a waterfront location (if applicable):** The applicant states:
 - Not applicable, the structures will be in compliance with all applicable waterfront location requirements of the ordinance, the freeboard variance, if approved, does not affect anything associated with waterfront location.
6. **Availability of alternative sites:** The applicant states:
 - Not applicable, the requested variance does not ask for any allowance to any location requirements of the ordinance. Additionally, the proposed location of the structures is very "tight" where two minor setback variances are also being requested elsewhere to fit the

structures within the allowed use area of the property. Also, see 2. above for additional discussion.

7. **Compatibility with existing and anticipated development:** The applicant states:

- The construction of these two structures is compatible with the existing and anticipated development of this area. In fact, the two new structures are replacing the two existing structures to be removed during this project. These two new structures are allowed by the building zoning ordinance for a Rural Residential area, which this property is zoned as.

8. **Relationship to the comprehensive plan and floodplain management program:** The applicant states:

- The construction of these two structures is compatible with the proposed use of the comprehensive plan and floodplain management program of this area. The two new structures are replacing the two existing structures to be removed during this project, which currently meet the allowed use in the area. The removal of the current residence and replacement of it further from and out of the floodway improves the floodplain management. Additionally, these two new structures are allowed by the building zoning ordinance for a Rural Residential area, which this property is zoned as.

9. **Safety of access during flood conditions:** The applicant states:

- The requested change to the freeboard does not impact access to the property in any way.

10. **Expected flood characteristics (height, velocity, sediment, wave action):** The applicant states:

- Floodwater parameters of this factor are not affected, changed, or modified in any way with a variance, if allowed, that would allow a lower freeboard. All other applicable requirements of the ordinance are to be met and the structure foundations are to meet FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements. However, the expected heights of floodwater for the 100 yr or 1-percent-annual-chance flood elevation are the BFE, the allowance of a smaller freeboard would still maintain the lowest floors of the structures at least 1 ft above the BFE. Where the structures are to be located the velocity of floodwaters is relatively low in the special flood hazard area floodplain. Floodwater velocities in the adjoining floodway are relatively high during flood stage flow, but this is not applicable because the structures will NOT be in the floodway. Duration of floodwaters in this area is based on personal witness experience, where the duration is only a few days intermittently around 2 weeks during the spring runoff, no flooding has occurred due to flash flooding storms. Floodwater will deposit sediment in areas of flooding, but experience has shown it to be only a few inches deep and only this deep in very slow flow areas where the sediment falls out of solution. The development of the residence and non-residence are out of the floodway and only in the special flood area floodplain. Wave action is not applicable, non-coastal.

11. **Cost of governmental services during/after flood conditions:** The applicant states:

- A variance allowing the structures to have a lower freeboard would not impact any governmental services (public utilities – none on property, all services are private) on this property during or after a flood. The water supply to the structures is to be underground and the electrical supply to the property is by power pole and will be underground to the structures. Neither of these will be affected or impacted by allowance of a lower freeboard. Additionally, all other applicable requirements of the ordinance will be met.

Staff has reviewed the materials for consistency with ordinance requirements and finds that the applicant has adequately addressed all required factors.

CONDITIONS FOR VARIANCE APPROVAL:

The Board of County Commissioners may grant a variance if it meets each of the following standards:

1. **Variations shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.**

Staff finds that the variance complies with all applicable federal, state, and local regulations.

2. **Variations shall not be issued within any designated floodway if the variance would result in any increase in flood levels during the base flood discharge.**

Staff finds that the variance is not located in a designated floodway where flood levels would be increased during base flood discharge.

3. **Variations shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.**

Staff finds the variance will not increase flood heights, create additional public safety threats, cause extraordinary public expense, or otherwise create nuisance, fraud, or victimization of the public.

4. **Variations shall only be issued prior to development permit approval.**

The floodplain development permit will not be issued until after the variance approval.

5. **Variations shall only be issued upon:**

- a. a showing of good and sufficient cause;
- b. a determination that failure to grant the variance would result in exceptional hardship; and c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

Staff finds that the applicant has demonstrated good and sufficient cause and that failure to grant the variance would result in exceptional hardship due to the unique site conditions that limit reasonable development alternatives.

STAFF RECOMMENDATION

- Based on the review, staff **recommends approval** of the requested variance to build a residential dwelling and accessory structure with one (1) foot of Freeboard, subject to the following conditions:

Recommended Conditions (if approved):

1. Elevation certificates must be submitted to verify compliance with the approved variance.
2. The State NFIP Coordinator must be notified 30 days prior to final approval.

Report By:

Tristan Bourquin, Assistant Planning Director

tristanb@bannockcounty.gov

208-236-7230



FVAR-25-1

Floodplain Variance

Status: Active

Submitted On: 8/18/2025

Primary Location

8105 W PORTNEUF RD
POCATELLO, ID 83204

Owner

DAVID J STITES
8105 W PORTNEUF RD
POCATELLO, ID 832040000

Applicant

David Stites
 208-221-5595
 64gmoose@gmail.com
 8105 W PORTNEUF RD
POCATELLO, ID 83204-7339

Parcel & Variance Information

Parcel Number*

RPR4013026200

My property is zoned:*

Residential Rural

Floodplain variances may only be issued for the following developments. Please select which type you are requesting.

The repair or rehabilitation of historic structures

Functionally dependent facilities, as defined in Section 200

Any other type of development

Please describe your variance request in detail:*

Introduction:

This is a request for variance to the Bannock County Flood Damage Prevention Ordinance 2020-01 "Freeboard" requirement, additional height above the Base Flood Elevation to account for unknowns as a factor of safety. Two structures, a residence and a non-residence (hobby shop) are proposed to be built at 8105 W. Portneuf Rd, Bannock County, Idaho with permitting being applied for. The ordinance sets the "Freeboard" requirement for Bannock County at 2.0 ft above the Federal Emergency Management Agency's (FEMA) defined Base Flood Elevation (BFE). The BFE for the location came from the U.S. Army Corps of Engineers flood profiles for the 1-percent-annual-chance flood (aka the 100-year flood). The BFE plus the Freeboard sets the Flood Protection Elevation (FPE), which is the required minimum elevation of the lowest floor of a structure. The FPE is applicable to structures located in a Special Flood Hazard Area (SFHA). The structures for which this variance request is in reference to are to be in a SFHA zone AE, but only in the floodplain, NOT in the floodway of this location/zone. It should be noted that zone AE is where detailed cross-sectional surveys have been performed, and the very first of these surveys for this area, cross section A-A, cuts directly through the area where these two structures are proposed to be built. This cross section is adjacent to the floodplain zone boundary between zones AO (area of shallow flooding) and AE.

Variance Request:

It is requested that Bannock County consider the allowance of reducing the "Freeboard" above the Base Flood Elevation for the two structures, and associated attendant utilities and equipment, to be built as shown on the associated Plot Plan, from 2.0 ft to 1.0 ft. This would set the required minimum Flood Protection Elevation for these two structures at BFE + 1 ft, instead of BFE + 2 ft.

Application for Variance

1. Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances. Please provide a narrative addressing this criterion. *

This variance does not violate any federal, state, or local laws, regulations, or ordinances, but is in line with the national standards.

National Standard Elevation Requirements:

Research has found that the Bannock County Ordinance is conservative on the minimum Freeboard requirement for a residence and non-resident structure relative to national standards (these structures are not public or emergency support related). The following are the Freeboard requirements from these national standards, both of which set the Freeboard at 1 ft above the BFE:

2018 International Residential Code (IRC):

Section R322.2.1; 1) Buildings and structures in flood hazard areas shall have the lowest floors elevated to or above the base flood elevation plus 1 foot, or the design flood elevations, whichever is higher.

NOTE: Bannock County Ordinance 2020-07 "Building Code Ordinance Of Bannock County, Idaho" deleted IRC-2018 Section R322.2.1 (1) and replaced it with ". . . shall have the lowest floors elevated to or above the base flood elevation." This deletion and replacement removed the 1 foot of freeboard above the BFE requirement.

American Society of Civil Engineers (ASCE), Flood Resistant Design and Construction, ASCE 24-14:

Elevation and Freeboard are specified as a function of the Flood Design Class and the nature of the flood hazard areas.

Per ASCE 24-14 Table 1-1 Flood Design Class of Buildings and Structures, both proposed structures are considered Flood Design Class 2.

Flood Design Class 2 for structures in SFHA Zone A (this includes zone AE) requires the minimum elevation of the lowest floor, minimum elevation below which flood-damage-resistant materials shall be used, and minimum elevation of attendant utilities and equipment shall be at or above BFE + 1 ft or Design Flood Elevation (DFE), whichever is higher.

NOTE: The Bannock County Ordinance is in line with the ASCE criteria (BFE + 2 ft) for Class 4 structures (Public and Emergency support buildings), however the two proposed structures for this project are not in this category of structure. So effectively the Bannock County Ordinance encompasses all buildings of all types/uses under criteria like ASCE Class 4 requirements without any allowance for a less critical structure (class 2), i.e. residence or hobby shop as opposed to a public or emergency support facility.

Additionally, FEMA only requires the lowest floors of structures to be built at or above the Base Flood Elevation.

2. Variances shall not be issued within any designated floodway if the variance would result in any increase in flood levels during the base flood discharge. Please provide a narrative addressing this criterion. *

This variance would ONLY be applicable to the structures within the floodplain, which are NOT to be in the Floodway. Neither of the proposed structures (House and shop) will be build or encroach in/on the Floodway. In fact half of the current house on this property is within the floodway (built in 1941/42) and will be removed and the grade returned to the adjacent grade once the new structures are built. With the removal of the existing house, which is to be replaced by the new structures, the floodway is opened back up to its original "channel". Removal of the existing house will prevent backup/blockage within the floodway that it could have caused and remove the potential it may have had on the adjacent floodplain area. Additionally, the variance request is only for a lowest floor elevation relief, which does not affect increased flood levels, all other applicable requirements of the floodplain ordinance 2020-01 are to be met.

3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Please provide a narrative addressing this criterion. *

The variance requested is in line with the minimum requirements of both the 2018 IRC Section 322.2.1 and ASCE 24-14 for this type/use of structure. Additionally, the Bannock County Flood Insurance Study Volume 1 of 2, created by the Federal Emergency Management Agency (Flood Insurance Study Number 16005CVO01B) pg 76 states that the "For the Mink Creek, the new profile was 1.0 foot lower than the U.S. Army Corps of Engineers Flood Profiles for the 1-percent-annual-chance flood" (Note that the 1-percent-annual-chance flood elevation is the BFE). This property is within the floodplain of the Mink Creek. This variance request is only to allow a Freeboard (1ft) which is in line with the national standards. And is also supported by the fact that the newest flood insurance study shows that the flood profile is actually 1 ft lower than the FEMA base flood 1-percent-annual-chance of flood elevations given on the FEMA maps.

4. Variances shall only be issued prior to development permit approval. Please check the box below to acknowledge that you understand any development permits cannot be issued until this variance is issued. *



5a. Variances shall only be issued upon a showing of good and sufficient cause. Please provide a narrative addressing this criterion. *

To meet the Flood Damage Prevention Ordinance both the residence and non-residence structures are required to be build on stem walls (no basements allowed and no flood openings required) with compacted fill within the stem walls and then a concrete slab to be poured on top to establish the lowest floor level. This foundation configuration meets FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements. To utilize this foundation style an estimated amount of compacted fill to fill the combined volumes within the stem walls of the two structures is approximately 1,000 cubic yards (~550 cubic yards for the residence and ~450 cubic yards for the non-residence). This equates to approximately 18 cubic yards of compacted structural fill needed per inch or 216 cubic yards per foot of elevation gain. Additionally, fill will need to be placed on the exterior of the stem walls to bring grade up to the elevated driving and walking surfaces, as well as to maintain a 3 ft frost wall depth, the higher the foundation the more of this fill will be needed.

If the requested variance is given and the structures are allowed to be at the associated lower elevation of the base flood elevation plus a Freeboard of 1 ft the lowest floors of the structures would still be at least 1 ft above the FEMA established BFE (100 yr / 1-percent-annual-chance flood elevation) and the Bannock County Building Code Ordinance 2020-07 requirement. They would also be at the IRC and ASCE national standards requirements for minimum elevations. It should be noted that in the FEMA flood insurance study No. 16005CV001B, a newer study (page 76) from the original Army Corps of Engineers study, showed that for the Mink Creek, the new flood profile was 1.0 foot lower than the earlier U.S. Army Corps of Engineers flood profiles for the 1-percent-annual-chance flood due to calculated 10 percent lower flood level elevation peaks. The floodwater elevation from this study is more in line with what was experienced during the 1975 flood of this property, before a larger main culvert and overflow culvert were installed. For comparison, if the floodwater elevations calculated by this newer study and a 2 ft Freeboard were used this would equate to a Flood Protection Elevation equivalent to the FEMA Base Flood Elevation plus a 1 ft Freeboard, the same is required by the National Standards stated earlier. It is understood that the FEMA BFE is the official elevation to use when determining the elevation of the lowest floor, however this newer modeling indicates that the floodwater potential elevation is 1 foot lower than the earlier Army Corps of Engineers determined elevations, and using this studies model would provide a safety factor equivalent to that of the Bannock County Ordinances Freeboard requirement.

History has shown that the current culvert configuration on the Mink Creek at the adjacent property is adequate for spring run off flow, as well as summer flash floods (the main 6 ft diameter culvert has never filled even close to capacity during flash floods since its placement in the creek bed). The floodwater that has accumulated or

flown outside the floodway (1975) and in the floodplain area of this property, where the two structures are proposed to be build, was shallow and it did not rise up even close to the Base Flood Elevation, much less the Flood Protection Elevation. For the proposed residence the current grade is BELOW BFE from 8 to 39 inches and for the proposed non-residence the current grade is BELOW BFE from 20 to 30 inches. Note that when the floodwaters were in the areas of the lower grades, there was no floodwater around the area of the 8-inch grade to BFE.

Based on grade elevations taken by the applicant, using surveyor set control elevations, and the pre-construction elevation certificates for the structures to be built, the current grade of the property with a 2 ft Freeboard above BFE requirement places the residences lowest floor at 33" to 64" (~2-1/2 to 5 ft) and attached garage at 40" to 55" (~3-1/2 to 4-1/2 ft) above current grade around the structure. The non-residence (hobby shop) lowest floor would sit 45" to 55" (~4 to 4-1/2 ft) above grade around the structure. The reason for the variation in heights of the lowest floors above current grade is due to the grade slightly dropping off to the east on the property.

A variance allowing a Freeboard of 1 ft vs a Freeboard of 2 ft would still require the residence lowest floor to be at least 20" on the SW corner and 52" on the NE corner above the current grade. The non-residence structure floor would still be required to be 32" on the W side to 42" on the E side above the current grade.

This piece of property has been owned by the Stites family since 1959 and the recent flood history is known. During the devastating floods of the Pocatello area in 1962 and 1963 the proposed building location, which is located on the Mink Creek, did not flood. In 1974 an adjacent, upstream, property was developed and a new road installed. This new road utilized two 4-foot diameter culverts placed in the Mink Creek stream bed. During the spring of 1975 these culverts were not able to handle the spring runoff flow of the Mink Creek or pass large debris. At that time this property saw flooding outside of the floodway, but within the floodplain, and in the area of the proposed location of the two new structures. The following year the two 4-foot diameter culverts were replaced by one 6 ft diameter culvert. This culvert was able to handle the spring runoff flow and large debris for several more years until 1984 when once again flooding occurred. This time the floodwater was able to be kept within the floodway, not like the 1975 flood which went outside of the floodway. During these two floods buildings located on this property at the time were not directly flooded from the creek, but two did encounter sub-water in 1975 but not 1984. No water encroached on any of the buildings either year, water was able to be diverted back into the creek within the floodway (1975 and 1984), and around the structures (1975) and back into the creek downstream. Being proactive to eliminate the culvert induced spring runoff flooding, in the early spring of 2006 when another high-water runoff was expected, the Army Corps of Engineers and the Idaho Department of Water resources were contacted. Two individuals, one from each organization, came to the property and suggested that to mitigate/eliminate flooding due to backup of the spring runoff at the culverts, that an

overflow culvert be installed at a higher elevation than the base of the current 6 ft culvert. That year runoff flow did not backup at the culvert, but again in 2017 there was once again the potential for a high spring runoff flow. So, in 2017, prior to the spring runoff flow, a 3-1/2 ft diameter overflow culvert was installed, as was previously suggested in 2006, in addition to and adjacent to the existing 6 ft diameter culvert.

This has permanently fixed the runoff flow culvert induced backup flooding. The following years since 1984 have not seen any runoff flow outside the stream floodway, including 2006, 2017, and especially 2023 when high runoff flows were once again experienced on the Mink Creek. Since installation the overflow culvert has seen spring runoff water flow of from nothing (most years) to up to approximately 8" (2023) in depth, a very small fraction of its full capacity. It should be noted that when the overflow culvert was installed the bottom of the upstream opening was set approximately 3 ft below the top of the 6 ft diameter main culvert. Therefore, the overflow culvert starts flowing when the main 6 ft culvert is only at approximately 50% capacity. Even under very high-water runoff flows (2023) the culverts still had a very large available volume for additional flow.

With the flooding history of the property, even at its worst in 1975, the depths of water within the floodplain was only a few inches deep and never close to the elevations that new structures would still be required to be at with a variance allowing a Freeboard of 1 ft.

5b. Variances shall only be issued upon a determination that failure to grant the variance would result in exceptional hardship. Please provide a narrative addressing this criterion. *

As discussed in 5a above both the residence and non-residence structures are required to be build on stem walls where an estimated amount of compacted fill to fill the combined volumes within the stem walls of the two structures is approximately 1,000 cubic yards (~550 cubic yards for the residence and ~450 cubic yards for the non-residence). This equates to approximately 18 cubic yards of compacted structural fill needed per inch or 216 cubic yards per foot of elevation gain. It is estimated that for MATERIALS ONLY the cost per INCH of elevation gain is \$720. This does not include the costs for the hauling, placement, and compaction of the material, as well as taller stem walls, which would all add up to an additional several hundred dollars per INCH of elevation gain. Additionally, fill will need to be placed on the exterior of the stem walls to bring grade up to the elevated driving and walking surfaces, as well as to establish three feet of fill above the bottom of the footings to provide the frost wall depth. The higher the foundation the more of this fill will be needed. With these additional items the total cost can easily be in the range of \$2,000 per INCH of elevation gain. A few inches of allowance for a lower elevation are worth tens of thousands of dollars in material and construction costs. In addition to the cost savings a lower structure is easier to maintain and more aesthetically pleasing.

5c. Variances shall only be issued upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances. Please provide a narrative addressing this criterion.*

Granting of the variance will not result in increased flood heights, the allowance of a 1 ft freeboard does not affect any of the other requirements of the floodplain ordinance 2020-01. This is the only floodplain variance requested for this development, all other pertinent requirements of the floodplain ordinance are to be met.

The current residence on this property was built in 1941/42 prior to any floodplain ordinance and a permitted (#193-76) addition was built in 1976 on the South side of the existing residence toward the Mink Creek. Half of this structure is currently within the floodway of the Mink Creek. Included with the proposed building of the two new structures on this property, a new residence and non-residence (hobby shop) (both outside the floodway exclusion area), is the demolition and removal of the original current residence and returning the floodway to the current adjacent grade. This removes a very large structure from the floodway. This structure to be removed would not be allowed to be built in this location under the current Flood Damage Prevention Ordinance. Removing this structure will open the floodway back up to its original "channel" designation. This would then create a more open floodway, removing one very large obstruction, and therefore lowering potential floodwater backup and floodplain floodwater elevation.

No additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public would be had by granting this variance, the only change is a 1 ft lower structure(s), all other requirements of the floodplain ordinance 2020-01 are to still be met.

Granting this ordinance is not in conflict with any existing local laws or ordinances (or federal requirements). This variance would still meet the 2018 IRC Section R322.2.1 and ASCE 24-14 (both requiring 1 ft of freeboard), as well as Bannock County Ordinance 2020-07 and FEMA (both requiring that the lowest floor elevation be at BFE or higher).

In Conclusion:

Allowing a variance to reduce the Freeboard from 2.0 ft to 1.0 ft when determining the Flood Protection Elevations at which the lowest floors for the two proposed structures are to be built at or above still leaves substantial distance to accommodate unknowns from the Army Corps of Engineer determined and FEMA adopted Base Flood Elevations of the proposed structure areas. The variance would still leave both structures within the minimum elevation requirements set forth in both the IRC and ASCE national standards with their Freeboard requirements of 1 ft for Class 2 structures, which these buildings are classified. Additionally, the variance would still require the lowest floors of the structures to be at least 1 ft above the Bannock County Building Code Ordinance

2020-07 requirement where the lowest floor only has to be “. . . elevated to or above the base flood elevation” (no freeboard required).

The newer floodwater model for the Mink Creek also reduces the peak floodwater level by 10 percent, which reduces the floodwater elevation by one foot from that earlier determined by the Army Corps of Engineers and adopted by FEMA. Recent historical (last 65 years) flooding in the proposed build site only occurred in 1975 and was caused by spring runoff backing up in undersized culverts at the adjacent property, this backup issue has been resolved by the replacement of the two undersized culverts with a larger one and the addition of an Army Corps of Engineers and Idaho Department of Water Resources suggestion to install a large overflow culvert alongside the newer 6 ft culvert used to flow the Mink Creek under the adjoining property driveway. This overflow culvert has been installed and no further flooding of the property has occurred, even during the 2006, 2017, and most recent 2023 high runoff years.

With a 1 ft Freeboard the lowest floor of the residence and attached garage would still be 20” to 52” above the current grade and the non-residence would be 32” to 42” above the current grade. Noting that even during the worst flood seen by this property in recent history (1975) prior to the replacement of the undersized culverts and the installation of the overflow culvert, the floodwater level at the proposed building location was shallow (only a few inches deep). This still leaves over a foot of elevation between the higher FEMA base flood elevation and the lowest floor of the two structures, and over 2 ft of clearance if the newer modeled flood elevation were to be considered.

Certification

Electronic Signature [Typed name of applicant]*

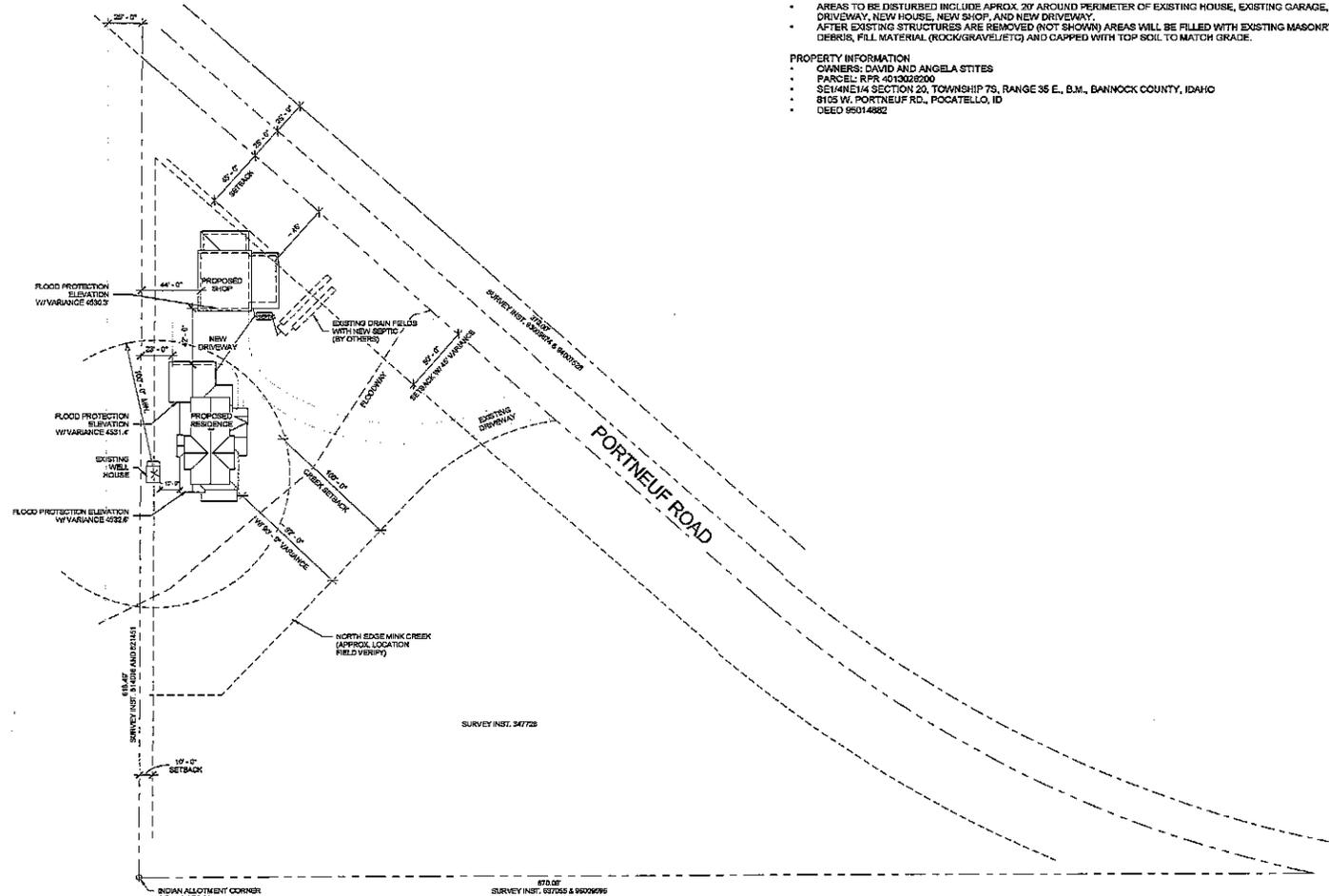
David Stites

I agree that my electronic signature above is equivalent to a handwritten signature and is binding for all purposes related to this transaction*



Date*

08/18/2025



NOTE: CONTRACTOR TO SITE VERIFY UTILITY STUDS LOCATIONS AND PLACEMENT OF LINES.
 VERIFY DRIVEWAY & SIDEWALK SIZE AND LOCATION.
 SEE FOUNDATION PLAN FOR FOUNDATION DIMENSIONS.

LOT DESCRIPTION FROM SURROUNDING PROPERTY PLATS:

DISCLAIMER-LOT LEGAL DESCRIPTION AND SURVEY BY OTHER, METES AND BOUNDS HAVE NOT
 BEEN VERIFIED. NO SURVEY WORK HAS BEEN DONE BY TETON DRAFTING SERVICES OR TETON STRUCTURAL ENGINEERS P.C.

SITE PLAN
 1" = 40'-0"

- NOTES:**
- ALL AFFECTED AREA IS IN FLOOD ZONE AE FLOODPLAIN.
 - FLOODWAY SECONDARY FROM NFB FIRM PANEL 0370D AND BANNOCK COUNTY MAP 19009.
 - GRADE IS RELATIVELY FLAT (< 2% SLOPE) IN ALL AFFECTED AND ADJACENT AREAS (2' TO 5' ELEVATION DIFFERENCE).
 - THERE ARE NO EASEMENTS INTO/THROUGH AFFECTED AREA.
 - ALL NEW UTILITIES TO STRUCTURES WILL BE BURIED.
 - AREAS TO BE DISTURBED INCLUDE APPROX. 20' AROUND PERIMETER OF EXISTING HOUSE, EXISTING GARAGE, EXISTING DRIVEWAY, NEW HOUSE, NEW SHOP, AND NEW DRIVEWAY.
 - AFTER EXISTING STRUCTURES ARE REMOVED (NOT SHOWN) AREAS WILL BE FILLED WITH EXISTING MASONRY/CONCRETE DEBRIS, FILL MATERIAL (ROCK/GRAVEL/ETC) AND CAPPED WITH TOP SOIL TO MATCH GRADE.
- PROPERTY INFORMATION**
- OWNERS: DAVID AND ANGELA STITES
 - PARCEL RPR 4013028200
 - SECTION 14 SECTION 20, TOWNSHIP 7S, RANGE 35 E., B.M., BANNOCK COUNTY, IDAHO
 - 8105 W. PORTNEUF RD., POCAHELLO, ID
 - DEED 95014882

STITES RESIDENCE
 8105 W. PORTNEUF RD.
 POCAHELLO, ID 83204

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CHECKED BY: EVD	DATE: 06/20/25
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DATE: 06/20/25	DATE: 06/20/25
DATE: 06/20/25	DATE: 06/20/25

TETON DRAFTING SERVICES
 138 SOUTH STATE STREET SHELLEY, IDAHO 83274
 PHONE (208) 310-2400 FAX (208) 352-9415

PROJECT NO. 222594
 SHEET NO. **C1**
 OF ONE

To: Bannock County Flood Plain Administrator and Commissioners (appeals board)

From: David Stites

Date: 4/23/2025

RE: Request for variance to the Bannock County Flood Damage Prevention Ordinance 2020-01 for structures proposed to be built at 8105 W. Portneuf Rd, Bannock County

Introduction:

This is a request for variance to the Bannock County Flood Damage Prevention Ordinance 2020-01 "Freeboard" requirement, additional height above the Base Flood Elevation to account for unknowns as a factor of safety. Two structures, a residence and a non-residence (hobby shop) are proposed to be built at 8105 W. Portneuf Rd, Bannock County, Idaho with permitting being applied for. The ordinance sets the "Freeboard" requirement for Bannock County at 2.0 ft above the Federal Emergency Management Agency's (FEMA) defined Base Flood Elevation (BFE). The BFE for the location came from the U.S. Army Corps of Engineers flood profiles for the 1-percent-annual-chance flood (aka the 100-year flood). The BFE plus the Freeboard sets the Flood Protection Elevation (FPE), which is the required minimum elevation of the lowest floor of a structure. The FPE is applicable to structures located in a Special Flood Hazard Area (SFHA). The structures for which this variance request is in reference to are to be in a SFHA zone AE, but only in the floodplain, NOT in the floodway of this location/zone. It should be noted that zone AE is where detailed cross-sectional surveys have been performed, and the very first of these surveys for this area, cross section A-A, cuts directly through the area where these two structures are proposed to be built. This cross section is adjacent to the floodplain zone boundary between zones AO (area of shallow flooding) and AE (see Attachment 5).

Variance Request:

It is requested that Bannock County consider the allowance of reducing the "Freeboard" above the Base Flood Elevation for the two structures, and associated attendant utilities and equipment, to be built as shown on the associated Plot Plan, from 2.0 ft to 1.0 ft. This would set the required minimum Flood Protection Elevation for these two structures at BFE + 1 ft, instead of BFE + 2 ft.

National Standard Elevation Requirements:

Research has found that the Bannock County Ordinance is conservative on the minimum Freeboard requirement for a residence and non-resident structure relative to national standards (these structures are not public or emergency support related). The following are the Freeboard requirements from these national standards, both of which set the Freeboard at 1 ft above the BFE:

2018 International Residential Code (IRC) (see Attachment 1):

Section R322.2.1; 1) Buildings and structures in flood hazard areas shall have the lowest floors elevated to or above the base flood elevation plus 1 foot, or the design flood elevations, whichever is higher.

NOTE: Bannock County Ordinance 2020-07 "Building Code Ordinance Of Bannock County, Idaho" deleted IRC-2018 Section R322.2.1 (1) and replaced it with ". . . shall have the lowest floors elevated to or above the base flood elevation." This deletion and replacement removed the 1 foot of freeboard above the BFE requirement.

American Society of Civil Engineers (ASCE), Flood Resistant Design and Construction, ASCE 24-14 (see Attachment 2):

Elevation and Freeboard are specified as a function of the Flood Design Class and the nature of the flood hazard areas.

Per ASCE 24-14 Table 1-1 Flood Design Class of Buildings and Structures, both proposed structures are considered Flood Design Class 2.

Flood Design Class 2 for structures in SFHA Zone A (this includes zone AE) requires the minimum elevation of the lowest floor, minimum elevation below which flood-damage-resistant materials shall be used, and minimum elevation of attendant utilities and equipment shall be at or above BFE + 1 ft or Design Flood Elevation (DFE), whichever is higher.

NOTE: The Bannock County Ordinance is in line with the ASCE criteria (BFE + 2 ft) for Class 4 structures (Public and Emergency support buildings), however the two proposed structures for this project are not in this category of structure. So effectively the Bannock County Ordinance encompasses all buildings of all types/uses under criteria like ASCE Class 4 requirements without any allowance for a less critical structure (class 2), i.e. residence or hobby shop as opposed to a public or emergency support facility.

Flooding History at the Proposed Building Location:

This piece of property has been owned by the Stites family since 1959 and the recent flood history is known. During the devastating floods of the Pocatello area in 1962 and 1963 the proposed building location, which is located on the Mink Creek, did not flood. In 1974 an adjacent, upstream, property was developed and a new road installed. This new road utilized two 4-foot diameter culverts placed in the Mink Creek stream bed. During the spring of 1975 these culverts were not able to handle the spring runoff flow of the Mink Creek or pass large debris. At that time this property saw flooding outside of the floodway, but within the floodplain, and in the area of the proposed location of the two new structures. The following year the two 4-foot diameter culverts were replaced by one 6 ft diameter culvert. This culvert was able to handle the spring runoff flow and large debris for several more years until 1984 when once again flooding occurred. This time the floodwater was able to be kept within the floodway, not like the 1975 flood which went outside of the floodway. During these two floods buildings located on this property at the time were not directly flooded from the creek, but two did encounter sub-water in 1975 but not 1984. No water encroached on any of the buildings either year, water was able to be diverted back into the creek within the floodway (1975 and 1984), and around the structures (1975) and back into the creek downstream. Being proactive to eliminate the culvert induced spring runoff flooding, in the early spring of 2006 when another high-water runoff was expected, the Army Corps of Engineers and the Idaho Department of Water resources were contacted. Two individuals, one from each organization, came to the property and suggested that to mitigate/eliminate flooding due to backup of the spring runoff at the culverts, that an overflow culvert be installed at a higher elevation than the base of the

current 6 ft culvert. That year runoff flow did not backup at the culvert, but again in 2017 there was once again the potential for a high spring runoff flow. So, in 2017, prior to the spring runoff flow, a 3-1/2 ft diameter overflow culvert was installed, as was previously suggested in 2006, in addition to and adjacent to the existing 6 ft diameter culvert. This has permanently fixed the runoff flow culvert induced backup flooding. The following years since 1984 have not seen any runoff flow outside the stream floodway, including 2006, 2017, and especially 2023 when high runoff flows were once again experienced on the Mink Creek. Since installation the overflow culvert has seen spring runoff water flow of from nothing (most years) to up to approximately 8" (2023) in depth, a very small fraction of its full capacity. It should be noted that when the overflow culvert was installed the bottom of the upstream opening was set approximately 3 ft below the top of the 6 ft diameter main culvert. Therefore, the overflow culvert starts flowing when the main 6 ft culvert is only at approximately 50% capacity. Even under very high-water runoff flows (2023) the culverts still had a very large available volume for additional flow.

Floodway Obstruction:

The current residence on this property was built in 1941/42 prior to any floodplain ordinance and a permitted (#193-76) addition was built in 1976 on the South side of the existing residence toward the Mink Creek. Half of this structure is currently within the floodway of the Mink Creek. Included with the proposed building of the two new structures on this property, a new residence and non-residence (hobby shop) (both outside the floodway exclusion area), is the demolition and removal of the original current residence and returning the floodway to the current adjacent grade. This removes a very large structure from the floodway. This structure to be removed would not be allowed to be built in this location under the current Flood Damage Prevention Ordinance.

Benefits of Varlance:

To meet the Flood Damage Prevention Ordinance both the residence and non-residence structures are required to be build on stem walls (no basements allowed and no flood openings required) with compacted fill within the stem walls and then a concrete slab to be poured on top to establish the lowest floor level. This foundation configuration meets FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements (see Attachment 3). To utilize this foundation style an estimated amount of compacted fill to fill the combined volumes within the stem walls of the two structures is approximately 1,000 cubic yards (~550 cubic yards for the residence and ~450 cubic yards for the non-residence). This equates to approximately 18 cubic yards of compacted structural fill needed per inch or 216 cubic yards per foot of elevation gain. It is estimated that for materials only the cost per inch of elevation gain is \$720. This does not include the costs for the hauling, placement, and compaction of the material, as well as taller stem walls, which would all add up to an additional several hundred dollars per inch of elevation gain. Additionally, fill will need to be placed on the exterior of the stem walls to bring grade up to the elevated driving and walking surfaces, the higher the foundation the more of this fill will be needed. With these additional items the total cost can easily be in the range of \$2,000 per inch of elevation gain. A few inches of allowance for a lower elevation are worth tens of thousands of dollars in material and construction costs. In addition to the cost savings a lower structure is easier to maintain and more aesthetically pleasing.

Considerations:

If the requested variance is given and the structures are allowed to be at the associated lower elevation of the base flood elevation plus a Freeboard of 1 ft the lowest floors of the structures would still be at least 1 ft above the FEMA established BFE (100 yr / 1-percent-annual-chance flood elevation) and the Bannock County Building Code Ordinance 2020-07 requirement. They would also be at the IRC and ASCE national standards requirements for minimum elevations. It should be noted that in the FEMA flood insurance study No. 16005CV001B (see Attachment 4), a newer study (page 76) from the original Army Corps of Engineers study, showed that for the Mink Creek, the new flood profile was 1.0 foot lower than the earlier U.S. Army Corps of Engineers flood profiles for the 1-percent-annual-chance flood due to calculated 10 percent lower flood level elevation peaks. The floodwater elevation from this study is more in line with what was experienced during the 1975 flood of this property, before a larger main culvert and overflow culvert were installed. For comparison, if the floodwater elevations calculated by this newer study and a 2 ft Freeboard were used this would equate to a Flood Protection Elevation equivalent to the FEMA Base Flood Elevation plus a 1 ft Freeboard, the same is required by the National Standards stated earlier. It is understood that the FEMA BFE is the official elevation to use when determining the elevation of the lowest floor, however this newer modeling indicates that the floodwater potential elevation is 1 foot lower than the earlier Army Corps of Engineers determined elevations, and using this studies model would provide a safety factor equivalent to that of the Bannock County Ordinances Freeboard requirement.

History has shown that the current culvert configuration on the Mink Creek at the adjacent property is adequate for spring run off flow, as well as summer flash floods (the main 6 ft diameter culvert has never filled even close to capacity during flash floods since its placement in the creek bed). The floodwater that has accumulated or flown outside the floodway (1975) and in the floodplain area of this property, where the two structures are proposed to be build, was shallow and it did not rise up even close to the Base Flood Elevation, much less the Flood Protection Elevation. For the proposed residence the current grade is below BFE from 8 to 39 inches and for the proposed non-residence the current grade is below BFE from 20 to 30 inches. Note that when the floodwaters were in the areas of the lower grades, there was no floodwater around the area of the 8-inch grade to BFE.

Based on grade elevations taken by the applicant, using surveyor set control elevations, and the pre-construction elevation certificates for the structures to be built, the current grade of the property with a 2 ft Freeboard above BFE requirement places the residences lowest floor at 33" to 64" (~2-1/2 to 5 ft) and attached garage at 40" to 55" (~3-1/2 to 4-1/2 ft) above current grade around the structure. The non-residence (hobby shop) lowest floor would sit 45" to 55" (~4 to 4-1/2 ft) above grade around the structure. The reason for the variation in heights of the lowest floors above current grade is due to the grade dropping off to the east on the property.

A variance allowing a Freeboard of 1 ft vs a Freeboard of 2 ft would still require the residence lowest floor to be at least 20" on the SW corner and 52" on the NE corner above the current grade. The non-residence structure floor would still be required to be 32" on the W side to 42" on the E side above the current grade.

In Conclusion:

Allowing a variance to reduce the Freeboard from 2.0 ft to 1.0 ft when determining the Flood Protection Elevations at which the lowest floors for the two proposed structures are to be built at or above still leaves substantial distance to accommodate unknowns from the Army Corps of Engineer determined and FEMA adopted Base Flood Elevations of the proposed structure areas. The variance would still leave both structures within the minimum elevation requirements set forth in both the IRC and ASCE national standards with their Freeboard requirements of 1 ft for Class 2 structures, which these buildings are classified. Additionally, the variance would still require the lowest floors of the structures to be at least 1 ft above the Bannock County Building Code Ordinance 2020-07 requirement where the lowest floor only has to be “. . . elevated to or above the base flood elevation” (no freeboard required).

The newer floodwater model for the Mink Creek also reduces the peak floodwater level by 10 percent, which reduces the floodwater elevation by one foot from that earlier determined by the Army Corps of Engineers and adopted by FEMA. Recent historical (last 65 years) flooding in the proposed build site only occurred in 1975 and was caused by spring runoff backing up in undersized culverts at the adjacent property, this backup issue has been resolved by the replacement of the two undersized culverts with a larger one and the addition of an Army Corps of Engineers and Idaho Department of Water Resources suggestion to install a large overflow culvert alongside the newer 6 ft culvert used to flow the Mink Creek under the adjoining property driveway. This overflow culvert has been installed and no further flooding of the property has occurred, even during the 2006, 2017, and most recent 2023 high runoff years.

With a 1 ft Freeboard the lowest floor of the residence and attached garage would still be 20” to 52” above the current grade and the non-residence would be 32” to 42” above the current grade. Noting that even during the worst flood seen by this property in recent history (1975) prior to the replacement of the undersized culverts and the installation of the overflow culvert, the floodwater level at the proposed building location was shallow (only a few inches deep). This still leaves over a foot of elevation between the higher FEMA base flood elevation and the lowest floor of the two structures, and over 2 ft of clearance if the newer modeled flood elevation were to be considered.

Additionally, as required by the Bannock County Flood Damage Prevention Ordinance 2020-01, Section 450.C, the eleven required factors for application for a variance are stated and addressed here:

1. The danger that materials may be swept onto other lands to the injury of others:

The structures are both within the floodplain where low flow velocities are experienced during flooding, but NOT within the floodway where high flow velocities are encountered. The structures themselves will be within all location requirements in relation to the floodplain and floodway as required by this ordinance. The requested change to the Flood Protection Elevation (BFE + Freeboard) would still maintain the elevations of the lowest floors of the structures over 1 ft above the FEMA base flood elevation. The requested lower elevation would not increase any risk or danger of material being swept onto other lands or to the injury of others.

2. The danger to life and property due to flooding or erosion damage:

All applicable requirements of the ordinance are to be complied with, except for the freeboard requirement if the requested variance is approved. The floors of these structures are not in any location that would cause flooding and are well above the grade where erosion would occur. Therefore, all applicable flooding and erosion controls required by the ordinance will be met. Allowing slightly lower floors of the structures, which are still at least 1 ft above the base flood elevation, and the same as the IRC and ASCE minimum requirements would not increase any danger to life or property due to flooding or erosion damage.

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner:

All applicable requirements of the ordinance are to be complied with, except for the freeboard requirement if the requested variance is approved. The floors of these structures will be at least 1 ft above the elevation of potential floodwaters as determined by the Army Corp of Engineers and adopted by FEMA. The lowest floors of these structures will also be at least the minimum of 1 ft above the BFE as required by the IRC and the ASCE. The foundation, which would be the structural component of the buildings that resists flood damage is to be built to the design allowed by the FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements. All contents of the structures will be at least 1 ft above the base flood elevation, therefore protected from flood damage.

4. The importance of the services provided by the proposed facility to the community:

Not Applicable, these two structures do not provide any services to the community.

5. The necessity to the facility of a waterfront location as defined under Section 200 of this ordinance as a functionally dependent facility, where applicable:

Not applicable, the structures will be in compliance with all applicable waterfront location requirements of the ordinance, the freeboard variance, if approved, does not affect anything associated with waterfront location.

6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use:

Not applicable, the requested variance does not ask for any allowance to any location requirements of the ordinance. Additionally, the proposed location of the structures is very "tight" where two minor setback variances are also being requested elsewhere to fit the structures within the allowed use area of the property. Also, see 2. above for additional discussion.

7. The compatibility of the proposed use with existing and anticipated development:

The construction of these two structures is compatible with the existing and anticipated development of this area. In fact, the two new structures are replacing the two existing structures to be removed during this project. These two new structures are allowed by the building zoning ordinance for a Rural Residential area, which this property is zoned as.

8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area:

The construction of these two structures is compatible with the proposed use of the comprehensive plan and floodplain management program of this area. The two new structures are replacing the two existing structures to be removed during this project, which currently meet the allowed use in the area. The removal of the current residence and replacement of it further from and out of the floodway improves the floodplain management. Additionally, these two new structures are allowed by the building zoning ordinance for a Rural Residential area, which this property is zoned as.

9. The safety of access to the property in times of flood for ordinary and emergency vehicles:

The requested change to the freeboard does not impact access to the property in any way.

10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site:

Floodwater parameters of this factor are not affected, changed, or modified in any way with a variance, if allowed, that would allow a lower freeboard. All other applicable requirements of the ordinance are to be met and the structure foundations are to meet FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements. However, the expected heights of floodwater for the 100 yr or 1-percent-annual-chance flood elevation are the BFE, the allowance of a smaller freeboard would still maintain the lowest floors of the structures at least 1 ft above the BFE. Where the structures are to be located the velocity of floodwaters is relatively low in the special flood hazard area floodplain. Floodwater velocities in the adjoining floodway are relatively high during flood stage flow, but this is not applicable because the structures will NOT be in the floodway. Duration of floodwaters in this area is based on personal witness experience, where the duration is only a few days intermittently around 2 weeks during the spring runoff, no flooding has occurred due to flash flooding storms. Floodwater will deposit sediment in areas of flooding, but experience has shown it to be only a few inches deep and only this deep in very slow flow areas where the sediment falls out of solution. The development of the residence and non-residence are out of the floodway and only in the special flood area floodplain. Wave action is not applicable, non-coastal.

11. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges:

A variance allowing the structures to have a lower freeboard would not impact any governmental services (public utilities – none on property, all services are private) on this property during or after a flood. The water supply to the structures is to be underground and the electrical supply to the property is by power pole and will be underground to the structures. Neither of these will be affected or impacted by allowance of a lower freeboard. Additionally, all other applicable requirements of the ordinance will be met.

References:

Attachment 1:

2018 International Residential Code (IRC), Chapter 3 "Building Planning, Section R322 "Flood-Resistant Construction", January 2023

Attachment 2:

Highlights Of ASCE 24-14 Flood Resistant Design and Construction (rev. July 2015)

Attachment 3:

Requirements for Flood Openings in Foundation Walls and Walls of Enclosures, NFIP Technical Bulletin 1 / March 2020

Attachment 4:

Flood Insurance Study Volume 1 of 2; Federal Emergency Management Agency Flood Insurance Study No. 16005CV001B, Revised July 22, 2020 (specifically page 76)

Attachment 5:

NFIP Panel 0370D, FIRM Flood Insurance Rate Map, Bannock County, Idaho (And Incorporated Areas), Panel 370 of 925

The Bannock County Flood Damage Prevention Ordinance Of Bannock County, Idaho; Ordinance No. 2020-01, June 14, 2020

Building Code Ordinance Of Bannock County, Idaho; Ordinance No. 2020-07, December 29, 2020

Floods of 1962 in Southern Idaho and Northeastern Nevada; Geological Survey Circular 467

Sun Rise Engineering, Elevation Certificate, Pre-Construction of Residence and attached garage at 8105 W. Portneuf Rd, 4/30/24

Sun Rise Engineering, Elevation Certificate, Pre-Construction of Non-Residence (hobby shop) at 8105 W. Portneuf Rd, 4/30/24

ATTACHMENT 1

BUILDING PLANNING

by a registered *design professional* who shall document that the technical methods used reflect currently accepted engineering practice. Studies, analyses and computations shall be submitted in sufficient detail to allow thorough review and approval.

R322.1.4.2 Determination of impacts. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the applicant shall demonstrate that the effect of the proposed buildings and structures on design flood elevations, including fill, when combined with other existing and anticipated flood hazard area encroachments, will not increase the design flood elevation more than 1 foot (305 mm) at any point within the *jurisdiction*.

R322.1.5 Lowest floor. The lowest floor shall be the lowest floor of the lowest enclosed area, including *basement*, and excluding any unfinished flood-resistant enclosure that is useable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the building or structure in violation of this section.

R322.1.6 Protection of mechanical, plumbing and electrical systems. Electrical systems, *equipment* and components; heating, ventilating, air-conditioning; plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* shall be located at or above the elevation required in Section R322.2 or R322.3. If replaced as part of a substantial improvement, electrical systems, *equipment* and components; heating, ventilating, air-conditioning and plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* shall meet the requirements of this section. Systems, fixtures, and *equipment* and components shall not be mounted on or penetrate through walls intended to break away under flood loads.

Exception: Locating electrical systems, *equipment* and components; heating, ventilating, air-conditioning; plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* is permitted below the elevation required in Section R322.2 or R322.3 provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation in accordance with ASCE 24. Electrical wiring systems are permitted to be located below the required elevation provided that they conform to the provisions of the electrical part of this code for wet locations.

R322.1.7 Protection of water supply and sanitary sewage systems. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems in accordance with the plumbing provisions of this code. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into systems and discharges from systems into floodwaters in accordance with

the plumbing provisions of this code and Chapter 3 of the *International Private Sewage Disposal Code*.

R322.1.8 Flood-resistant materials. Building materials and installation methods used for flooring and interior and exterior walls and wall coverings below the elevation required in Section R322.2 or R322.3 shall be flood damage-resistant materials that conform to the provisions of FEMA TB-2.

R322.1.9 Manufactured homes. The bottom of the frame of new and replacement *manufactured homes* on foundations that conform to the requirements of Section R322.2 or R322.3, as applicable, shall be elevated to or above the elevations specified in Section R322.2 (flood hazard areas including A Zones) or R322.3 in coastal high-hazard areas (V Zones and Coastal A Zones). The anchor and tie-down requirements of the applicable state or federal requirements shall apply. The foundation and anchorage of *manufactured homes* to be located in identified floodways shall be designed and constructed in accordance with ASCE 24.

R322.1.10 As-built elevation documentation. A registered *design professional* shall prepare and seal documentation of the elevations specified in Section R322.2 or R322.3.

R322.2 Flood hazard areas (including A Zones). Areas that have been determined to be prone to flooding and that are not subject to high-velocity wave action shall be designated as flood hazard areas. Flood hazard areas that have been delineated as subject to wave heights between 1 $\frac{1}{2}$ feet (457 mm) and 3 feet (914 mm) or otherwise designated by the jurisdiction shall be designated as Coastal A Zones and are subject to the requirements of Section R322.3. Buildings and structures constructed in whole or in part in flood hazard areas shall be designed and constructed in accordance with Sections R322.2.1 through R322.2.3.

R322.2.1 Elevation requirements.

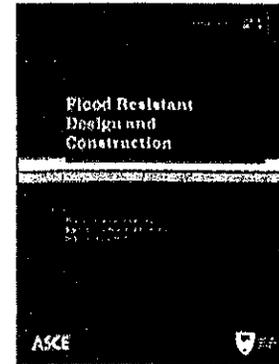
1. Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including *basement*) elevated to a height above the highest adjacent *grade* of not less than the depth number specified in feet (mm) on the FIRM plus 1 foot (305 mm), or not less than 3 feet (915 mm) if a depth number is not specified.
3. Basement floors that are below *grade* on all sides shall be elevated to or above base flood elevation plus 1 foot (305 mm), or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including *basements* with floors that are not below *grade* on all sides, shall meet the requirements of Section R322.2.2.

ATTACHMENT 2

HIGHLIGHTS OF ASCE 24-14 *Flood Resistant Design and Construction*

Published by the American Society of Civil Engineers (ASCE), *Flood Resistant Design and Construction*, ASCE 24, is a referenced standard in the *International Codes*[®] (I-Codes[®]). ASCE 24 states the minimum requirements and expected performance for the siting and design and construction of buildings and structures in flood hazard areas that are subject to building code requirements. Types of buildings and structures are described in ASCE 24-14, Table 1-1 (see page 5 of these Highlights), and include commercial, residential, industrial, educational, healthcare, critical facilities, and other occupancy types. Buildings and structures designed according to ASCE 24 are better able to resist flood loads and flood damage.



FEMA deems ASCE 24 to meet or exceed the minimum National Flood Insurance Program (NFIP) requirements for buildings and structures. ASCE 24 includes additional specificity, some additional requirements, and some limitations that are not in NFIP regulations.

Buildings and structures within the scope of the IBC and proposed to be located in any flood hazard area must be designed in accordance with ASCE 24. The 2015 I-Codes reference ASCE 24-14, while the 2006 through 2012 I-Codes reference ASCE 24-05. The *International Residential Code*[®] requires dwellings in floodways to be designed in accordance with ASCE 24, and the 2015 edition of the IRC allows use of ASCE 24 for dwellings in any flood hazard area (the 2012 and 2009 editions allow use of ASCE 24 in Coastal High Hazard Areas).

Highlights of ASCE 24-14 that complement the NFIP minimum requirements are described below.

A summary of significant technical revisions from ASCE 24-05 to ASCE 24-14 is reproduced on page 6 of these Highlights.

Building Performance

- Flood loads and other loads and load combinations are specified in ASCE 7-10, *Minimum Design Loads for Buildings and Other Structures*. Performance of foundations exposed to flooding is specified in ASCE 24. Soil characteristics and underlying strata, including soil consolidation, expansion or movement, erosion and scour, liquefaction and subsidence must be considered, as applicable.
- Flood Design Classes replace Occupancy/Risk Categories for the purpose of establishing elevations of lowest floors, flood-resistant materials, equipment and floodproofing. The 2015 *International Building Code* requires designers to identify the Flood Design Class assigned in accordance with ASCE 24-14.
- Elevation and Freeboard (additional height above the NFIP's base flood elevation) are specified as a function of the Flood Design Class and the nature of the flood hazard areas (see table on page 4 of these Highlights). Essential facilities (Flood Design Class 4) must be elevated or protected to the BFE + 2 ft or 500-year flood elevation, whichever is higher.
- Elevation requirements in Zone V and Coastal A Zones are independent of orientation of the lowest horizontal structural member (relative to direction of wave approach) as a factor in determining the required freeboard (ASCE 24-05 made elevation a function of orientation of the lowest horizontal structural member relative to the direction of wave approach).

ASCE 24 uses 'design flood' and 'design flood elevation' to acknowledge that some communities adopt flood hazard maps that depict flood hazard areas in addition to Special Flood Hazard Areas shown on FEMA's Flood Insurance Rate Maps (FIRM).

The design flood elevation (DFE) equals the base flood elevation (BFE) in communities that regulate based on FIRMs. The DFE is always equal to or higher than the BFE.

- Fill is required to be stable under conditions of flooding, including rapid rise and rapid drawdown, prolonged inundation, and erosion and scour. Compaction of structural fill is specified unless otherwise required by the building code or in a geotechnical or engineering report. Fill side slopes must be no steeper than 1:1.5.
- Two methods are specified to meet the requirements for flood openings in walls of enclosures below elevated buildings, to allow for the automatic entry and exit of floodwater: nonengineered openings that do not require certification (1 sq in per sq ft of enclosed area) and engineered openings that must be certified by a registered design professional. The performance of engineered openings must account for the presence of louvers, blades, screens, grilles, faceplates, or other covers and devices and must ensure that the difference between the exterior and interior floodwater levels does not exceed 1 foot. Installation of all flood openings must be in at least two walls and must be no more than 1 foot above the higher of the interior grade or floor and the finished exterior grade immediately under each opening.
- All breakaway walls in all flood hazard areas must have flood openings (ASCE 24-05 did not require flood openings in Zone V breakaway walls).
- Provisions are included for attached and detached decks and porches, and for garages, carports, and accessory storage structures.
- Provisions are listed for concrete slabs-on-grade, depending on the purpose and location of the slabs.
- Stairways and ramps must be designed and constructed to resist flood loads and to minimize transfer of flood loads to foundations, or to break away without causing damage to the main structure, or to be retractable/able to be raised.
- Where stairways are located inside areas enclosed with breakaway walls, exterior doors are required at the main building entry at the top of the stairs, to minimize entry of wind-driven rain and wave splash after breakaway walls have failed.
- In Coastal High Hazard Areas (Zone V) and Coastal A Zones:
 - Coastal A Zones are treated like Coastal High Hazard Areas if FEMA has delineated a Limit of Moderate Wave Action, or if the community has designated a Coastal A Zone.
 - Buildings must be supported on piles, drilled shafts, caissons, or other deep foundations (including columns, and shear walls) and foundation depth must take into account erosion and local scour.
 - Stem walls supporting floors and backfilled with soil or gravel are allowed in Coastal A Zones if designs provide for the effects of local scour and erosion.
 - Requirements are included for shallow foundations in circumstances where soil conditions prevent deep foundations.
 - Provisions are provided for pile foundations, attachment to piles, and different types of piles (wood, steel H, concrete-filled steel pipe, prestressed concrete, precast concrete, cast-in-place concrete).
 - Provisions are provided for pile design (capacity, capacity of supporting soils, minimum penetration, spacing, connections, splicing, and mixed and multiple types of piles).
 - Provisions are provided for footings, mats, rafts, slabs-on-grade, pile caps, grade beams, bracing, and shear walls.
 - Walls designed to break away must not produce debris that is capable of damaging structures.
 - Erosion control structures (bulkheads, seawalls, revetments) must not be attached to buildings or direct floodwater into or increase flood forces or erosion impacts on structures.
 - Pools must be elevated, or designed to breakaway without producing damaging debris, or designed to remain in the ground without obstructing flow that causes damage. Pools must be structurally independent of buildings and structures unless pools are located in or on elevated floors or roofs that are above the design flood elevation.

- Dry floodproofed nonresidential buildings and non-residential portions of mixed-use buildings:
 - The terms “mixed use” and “residential portions of mixed use” now are defined in Commentary.
 - Dry floodproofing measures are not permitted in Coastal High Hazard Areas, Coastal A Zones, High Risk Flood Hazard Areas, where flood velocities exceed 5 ft/sec, and where conformance with certain human intervention limits cannot be achieved.
 - At least one exit door or emergency escape/rescue opening must be provided above the elevation specified for dry floodproofing.
 - If dry floodproofing measures specified require human intervention to activate or implement, there must be a minimum warning time of 12 hours unless a community warning system provides a warning time sufficient to accomplish certain activities. If removable shields are approved as part of design, flood emergency plans must address specified elements and actions and must be posted in at least two conspicuous locations.

Flood Damage-Resistant Materials

- Flood damage-resistant materials must be used below specified elevations (see table on page 4).
- Metal connectors and fasteners exposed to salt water, salt spray or other corrosive agents must be stainless steel or equivalent corrosion resistant material, or hot-dipped galvanized after fabrication.
- Where preservative treated wood is required, treatment must be in accordance with AWWA requirements.

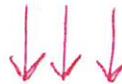
Attendant Utilities and Equipment

- Attendant utilities and equipment must be at or above specified elevations (see table on page 4), or must be specifically designed, constructed, and installed to prevent floodwaters from entering or accumulating within components.
- Fuel supply lines must be equipped with float operated automatic shut-off valves.
- Where required to meet life safety provisions of the code, certain exterior electrical components may be installed below the design flood elevation, provided they are installed on a non-breakaway structural element on the landward or downstream side of structures.
- Tanks that are below the design flood elevation and that are attached to or beneath buildings must be installed and anchored to resist at least 1.5 times the potential buoyant and other flood forces assumed to act on empty tanks.
- Elevator cabs that descend below the design flood elevation must be equipped with controls that prevent the cab from descending into floodwaters. Elevator shafts must be designed to resist flood loads, but are not required to have flood openings or breakaway walls.

Siting Considerations

- New buildings must not be built (1) seaward of the reach of mean high tide, or (2) in areas subject to flash flooding (floodwaters rise to 3 feet or more above banks in less than 2 hours). Unless protected, new buildings must not be built (1) in erosion-prone areas (determined by analysis); or (2) in mudslide areas (determined by analysis); or (3) in certain portions of alluvial fan areas; or (4) in high velocity flow areas (faster than 10 ft/sec); or (5) in ice jam and debris areas.
- Buildings in proximity to flood protective works (dams, levees, floodwalls, diversions, channels, flood control structures) must not have adverse effects on, or conflict with, maintenance and repairs of those protective works.

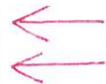
Prepared by FEMA Building Science Branch. Content from ASCE 24-14 used with permission from ASCE. Purchase ASCE 24 at www.asce.org.



See next page for description of Flood Design Classes →

		Flood Design Class 1	Flood Design Class 2	Flood Design Class 3	Flood Design Class 4
Minimum Elevation* of Lowest Floor (Zone A: ASCE 24-14 Table 2-1)	Zone A not identified as Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation of Bottom of Lowest Horizontal Structural Member (Zone V: ASCE 24-14 Table 4-1)	Coastal High Hazard Areas (Zone V) and Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation Below Which Flood-Damage-Resistant Materials Shall be Used (Table ASCE 24-14 5-1)	Zone A not identified as Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
	Coastal High Hazard Areas (Zone V) and Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation** of Utilities and Equipment (ASCE 24-14 Table 7-1)	Zone A not identified as Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
	Coastal High Hazard Areas (Zone V) and Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation of Dry Floodproofing of non-residential structures and non-residential portions of mixed-use buildings (ASCE 24-14 Table 6-1)	Zone A not identified as Coastal A Zone	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
	Coastal High Hazard Areas (Zone V) and Coastal A Zone	Not permitted	Not permitted	Not permitted	Not permitted
Minimum Elevation of Wet Floodproofing*** (ASCE 24-14 Table 6-1)	Zone A not identified as Coastal A Zone; Coastal A Zone; Coastal High Hazard Areas (Zone V)	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
<p>* Flood Design Class 1 structures shall be allowed below the minimum elevation if the structure meets the wet floodproofing requirements of ASCE 24-14 Section 6.3. ** Unless otherwise permitted by ASCE 24-14 Chapter 7 *** Only if permitted by ASCE 24-14 Section 6.3.1</p>					

ASCE 24-14 Table 1-1 Flood Design Class of Buildings and Structures	
Use or Occupancy of Buildings and Structures	Flood Design Class
Buildings and structures that normally are unoccupied and pose minimal risk to the public or minimal disruption to the community should they be damaged or fail due to flooding. Flood Design Class 1 includes (1) temporary structures that are in place for less than 180 days, (2) accessory storage buildings and minor storage facilities (does not include commercial storage facilities), (3) small structures used for parking of vehicles, and (4) certain agricultural structures. [Note (a)]	1
Buildings and structures that pose a moderate risk to the public or moderate disruption to the community should they be damaged or fail due to flooding, except those listed as Flood Design Classes 1, 3, and 4. <u>Flood Design Class 2 includes the vast majority of buildings and structures that are not specifically assigned another Flood Design Class, including most residential, commercial, and industrial buildings.</u>	2
Buildings and structures that pose a high risk to the public or significant disruption to the community should they be damaged, be unable to perform their intended functions after flooding, or fail due to flooding. Flood Design Class 3 includes (1) buildings and structures in which a large number of persons may assemble in one place, such as theaters, lecture halls, concert halls, and religious institutions with large areas used for worship; (2) museums; (3) community centers and other recreational facilities; (4) athletic facilities with seating for spectators; (5) elementary schools, secondary schools, and buildings with college or adult education classrooms; (6) jails, correctional facilities, and detention facilities; (7) healthcare facilities not having surgery or emergency treatment capabilities; (8) care facilities where residents have limited mobility or ability, including nursing homes but not including care facilities for five or fewer persons; (9) preschool and child care facilities not located in one- and two-family dwellings; (10) buildings and structures associated with power generating stations, water and sewage treatment plants, telecommunication facilities, and other utilities which, if their operations were interrupted by a flood, would cause significant disruption in day-to-day life or significant economic losses in a community; and (11) buildings and other structures not included in Flood Design Class 4 (including but not limited to facilities that manufacture, process, handle, store, use, or dispose of such substances as hazardous fuels, hazardous chemicals, hazardous waste, or explosives) containing toxic or explosive substances where the quantity of the material exceeds a threshold quantity established by the authority having jurisdiction and is sufficient to pose a threat to the public if released. [Note (b)]	3
<u>Buildings and structures that contain essential facilities and services necessary for emergency response and recovery, or that pose a substantial risk to the community at large in the event of failure, disruption of function, or damage by flooding.</u> Flood Design Class 4 includes (1) hospitals and health care facilities having surgery or emergency treatment facilities; (2) fire, rescue, ambulance, and police stations and emergency vehicle garages; (3) designated emergency shelters; (4) designated emergency preparedness, communication, and operation centers and other facilities required for emergency response; (5) power generating stations and other public utility facilities required in emergencies; (6) critical aviation facilities such as control towers, air traffic control centers, and hangars for aircraft used in emergency response; (7) ancillary structures such as communication towers, electrical substations, fuel or water storage tanks, or other structures necessary to allow continued functioning of a Flood Design Class 4 facility during and after an emergency; and (8) buildings and other structures (including, but not limited to, facilities that manufacture, process, handle, store, use, or dispose of such substances as hazardous fuels, hazardous chemicals, or hazardous waste) containing sufficient quantities of highly toxic substances where the quantity of the material exceeds a threshold quantity established by the authority having jurisdiction and is sufficient to pose a threat to the public if released. [Note (b)]	4
<p>[Note (a)] Certain agricultural structures may be exempt from some of the provisions of this standard; see ASCE 24-14 Section C1.4.3.</p> <p>[Note (b)] Buildings and other structures containing toxic, highly toxic, or explosive substances shall be eligible for assignment to a lower Flood Design Class if it can be demonstrated to the satisfaction of the authority having jurisdiction by a hazard assessment as described in ASCE 7-10 Section 1.5.3 of <i>Minimum Design Loads for Buildings and Other Structures</i> that a release of the substances is commensurate with the risk associated with that Flood Design Class.</p>	



Significant Technical Revisions

ASCE 24-14 lists a number of significant technical revisions from the 2005 edition:

1. Defines *Flood Design Class* rather than use Risk/Occupancy Classification assigned under ASCE 7 and requires each building or structure governed by the standard to be assigned to Flood Design Class 1, 2, 3, or 4. Uses the assigned Flood Design Class to apply elevation requirements specified in Chapters 2, 4, 5, 6 and 7. Flood Design Class 4 buildings and facilities are equivalent to Occupancy Category/Risk Category IV buildings, which ASCE 7-10 identifies as essential facilities.
2. Adds definitions for *Mixed Use* and *Residential Portions of Mixed Use* in commentary to clarify limitations on use of dry floodproofing measures.
3. Changes the Coastal A Zone determination requirement from the designer's responsibility to one depending on either: 1) delineation of a Limit of Moderate Wave Action (LiMWA) on a Flood Insurance Rate Map, or 2) designation by the Authority Having Jurisdiction.
4. Separates specifications for flood openings from the installation requirements. Requires the presence of louvers, blades, screens, faceplates, or other covers and devices to be accounted for in determining net open area for non-engineered openings and in determining the performance of engineered openings. Revises coefficient of discharge table for engineered flood openings. Adds commentary regarding selection of coefficient of discharge and for grouping or stacking of flood openings.
5. For Flood Design Class 4 buildings, requires the minimum lowest floor elevation (or floodproofing level of protection) to be the higher of: the Base Flood Elevation plus freeboard specified in Chapters 2, 4 and 6, the Design Flood Elevation, or the 500-year flood elevation. The 500-year flood elevation requirement is new.
6. Clarifies text pertaining to alluvial fan high risk flood hazard areas.
7. In coastal high hazard areas (V Zone) and Coastal A Zones (if delineated):
 - a. Makes explicit that designs must account for local scour and erosion
 - b. Provides for shallow foundations in Coastal A Zones under certain circumstances
 - c. Requires flood openings in breakaway walls
 - d. Eliminates orientation of the lowest horizontal structural member as a factor to determine elevation for lowest floors, equipment, and flood damage-resistant materials
 - e. Requires exterior doors at the top of stairways that are located inside enclosed areas with breakaway walls
 - f. Consolidates requirements for all nonstructural concrete slabs
 - g. Allows substantial improvement of existing buildings seaward of the reach of mean high tide in V zones (makes ASCE 24 consistent with NFIP) and Coastal A Zones.
8. Updates flood damage-resistant material requirements.
9. Clarifies emergency escape and rescue opening requirements for dry floodproofed buildings.
10. Clarifies requirements for garages, carports, and accessory storage structures. Adds new section for multistory parking structures.
11. Consolidates requirements for tanks and more clearly distinguishes between requirements based on flood hazard area.

ATTACHMENT 3

A compliant enclosed area below the BFE can be rendered non-compliant by installing features that are inconsistent with the limitations on uses. Examples of features that are not allowed below the BFE are:

- Appliances
- Heating and air conditioning equipment
- Ventilation
- Ductwork
- Plumbing fixtures
- Materials that are not flood damage-resistant materials
- More than the minimum electric service required to address life-safety and electric code requirements for vehicle parking, building access, or storage

NON-CONVERSION AGREEMENTS

When some communities issue permits for buildings with enclosed areas below the BFE, permittees are required to execute Non-Conversion Agreements. These agreements document the permittees' understanding that the allowed use of enclosures is limited, that conversion to other uses is not allowed, and that modifying enclosed areas may render a building non-compliant with minimum requirements and result in higher NFIP flood insurance rates.

7 Foundation Walls and Enclosure Walls that Require Flood Openings

The NFIP regulations require that enclosed areas below the lowest floors of elevated buildings in Zone A have flood openings to equalize the hydrostatic flood forces (loads) on the enclosure walls. This requirement applies whether the walls are crawlspace, load-bearing, or non-load-bearing walls.

Examples of foundation and enclosure walls that require openings are listed below and described in Sections 7.1 through 7.9.

- Solid perimeter foundation walls (crawlspaces and under-floor spaces)
- Solid perimeter foundation walls (below-grade crawlspaces)
- Garages attached to elevated buildings
- Enclosed areas under buildings elevated on open foundations
- Enclosed areas with breakaway walls under buildings elevated on open foundations
- Above-grade (elevated) enclosed areas
- Two-level enclosed areas
- Solid perimeter foundation walls on which manufactured homes are installed
- Accessory structures (detached garages and storage sheds)

7.1 Solid Perimeter Foundation Walls (Crawlspaces and Under-Floor Spaces)

The crawlspace or under-floor space that is created when a building is elevated on a solid perimeter foundation wall that is below the BFE (see Figure 2) must meet all of the requirements for enclosed areas, including flood openings. If brick veneer, siding, or other material covers the wall, the openings in the wall must penetrate into the enclosed area. A crawlspace access door does not qualify as a flood opening unless the door has an opening installed in it or otherwise meets the performance requirement to allow automatic entry and exit of floodwater.

CONDITIONED CRAWLSPACES MUST HAVE FLOOD OPENINGS

In many parts of the country, a common practice is to build “conditioned crawlspaces” that are sealed and have mechanical ventilation. In SFHAs, all crawlspaces must have flood openings that meet the NFIP requirements and building codes.

Section 8.2 of this Technical Bulletin explains that the bottom of each opening must be no higher than 1 foot above the higher of the finished interior grade (or floor) or the finished exterior grade immediately under the opening. Therefore, the expected finished exterior grade and the final interior grade (or floor) of a crawlspace must be known before the location of the openings in a perimeter foundation wall can be determined.

Building codes may require ventilation of under-floor spaces. Ventilation openings are typically positioned near the top of the foundation wall to facilitate air flow. In most cases, ventilation openings are too far above grade to satisfy flood opening requirements.

In SFHAs where BFEs are several feet above grade or when owners want enough head room in an under-floor space to allow for parking of vehicles and storage, solid perimeter foundation walls may be used to create a full-height, under-floor space (see Figure 3). The walls surrounding an under-floor space must meet all flood-opening requirements.

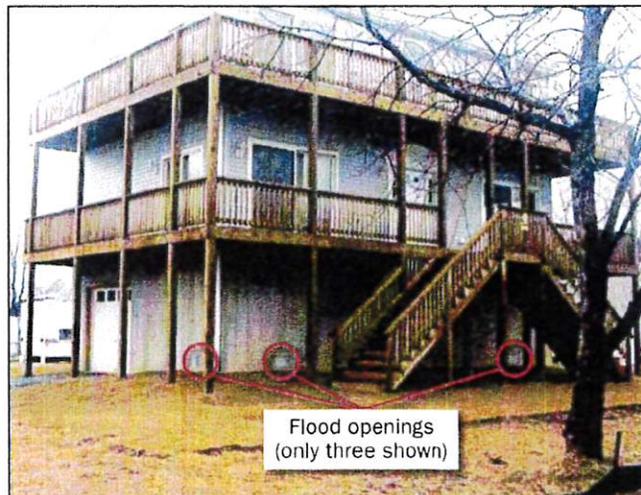


Figure 3: Full-height, solid perimeter walls surrounding a garage and storage area with flood openings (only three openings are shown)

Full-height, under-floor spaces must also meet all other NFIP requirements, which will minimize the likelihood of future conversion to uses other than the allowed uses (parking of vehicles, building access, or storage). Features that are inconsistent with the allowed uses are not permitted (see Section 6).

A backfilled stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill) can look like a solid perimeter foundation wall from the outside, but a backfilled stem wall foundation is backfilled with compacted structural fill, concrete, or gravel that supports the floor slab (see Figure 4). Because stem wall foundations are backfilled, flood openings are not required and should not be installed.

BACKFILLED STEM WALLS AND NFIP ELEVATION CERTIFICATES

When the NFIP Elevation Certificate for a building elevated on a backfilled stem wall is completed, the foundation should be described in the comment section to clarify that the foundation is not a crawlspace and therefore does not require and should not have flood openings.

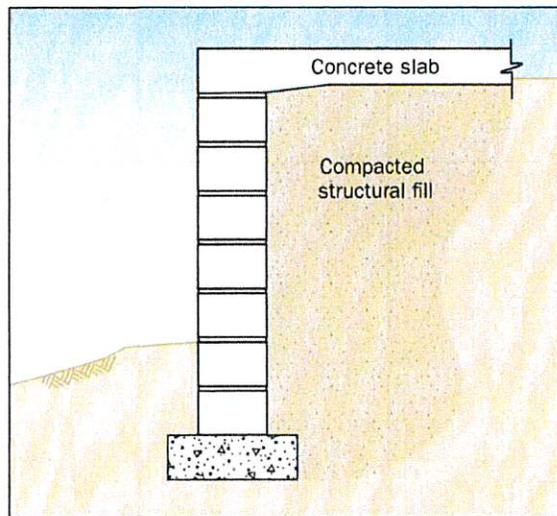


Figure 4: Backfilled stem wall foundation; flood openings not required

7.2 Solid Perimeter Foundation Walls (Below-Grade Crawlspaces)

The NFIP regulations do not allow buildings in SFHAs to have basements (areas below grade on all sides) except for engineered, non-residential buildings in Zone A that are designed and certified to be dry floodproofed. Therefore, crawlspaces that are below grade on all sides are not allowed because they are basements. An exception is available **only in SFHAs with shallow flooding** and then only if specific requirements and limitations are met. For more information,

LIMITATIONS ON BELOW-GRADE CRAWLSPACES

Before authorizing below-grade crawlspaces, communities are required to adopt specific provisions in their ordinances to be consistent with the limitations specified in NFIP Technical Bulletin 11. Communities should consult NFIP State Coordinators or FEMA Regional Offices for the appropriate language.

FLOOD INSURANCE STUDY

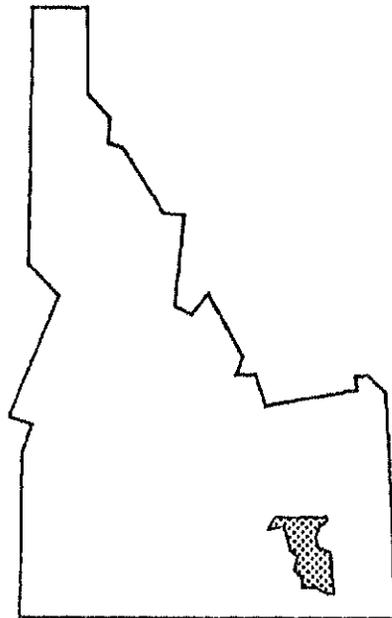
VOLUME 1 OF 2



BANNOCK COUNTY, IDAHO AND INCORPORATED AREAS

COMMUNITY NAME	COMMUNITY NUMBER
*ARIMO, CITY OF	160128
BANNOCK COUNTY, UNINCORPORATED AREAS	160009
*CHUBBUCK, CITY OF	160162
DOWNNEY, CITY OF	160165
INKOM, CITY OF	160010
LAVA HOT SPRINGS, CITY OF	160011
MCCAMMON, CITY OF	160176
POCATELLO, CITY OF	160012

*NO SPECIAL FLOOD HAZARD AREAS IDENTIFIED



REVISED
JULY 22, 2020



Federal Emergency Management Agency

Flood Insurance Study
Number 16005CV001B

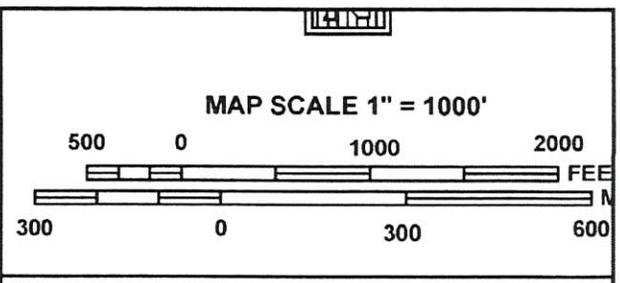
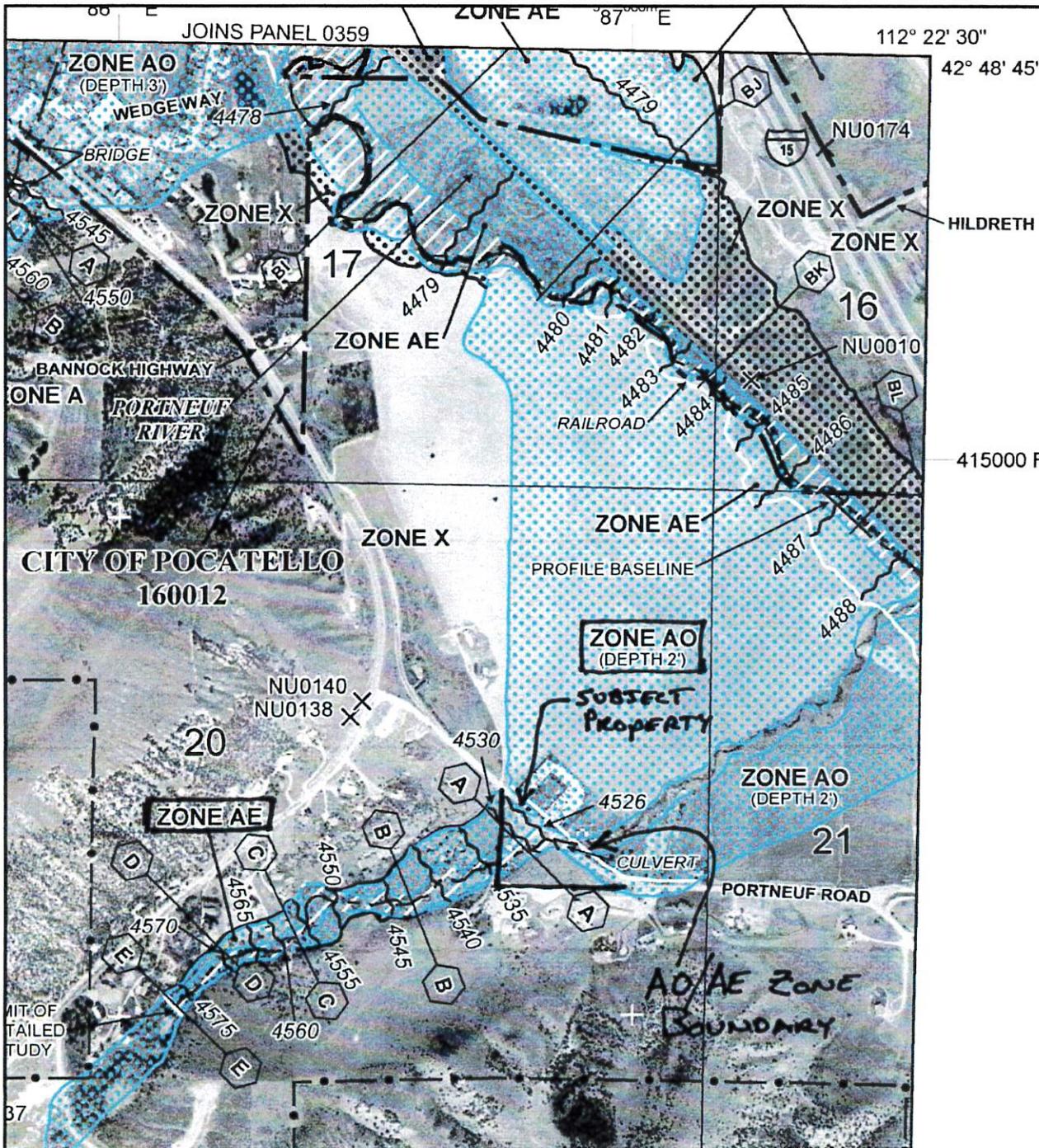
inconsistent with the location shown on the plan sheets. Following a discussion with the U.S. Army Corps of Engineers, it was agreed that the cross section should be shown 200 feet downstream from the location shown in the U.S. Army Corps of Engineers study. This change did not affect the floodplain boundaries, but it did change the computed water-surface elevations in the vicinity. For the 1-percent-annual-chance flood, the flood profile, when corrected, was 0.3 foot lower, 0.6 foot higher and 0.3 foot lower at cross sections BB(15), BC(16), and BD(17)m respectively, than reported in the U.S. Army Corps of Engineers study.

The four tributaries to Portneuf River, near Pocatello, studied earlier by the US Army Corps of Engineers: Johnny, Gibson Jack, Mink, and Fort Hall Mine Creeks, had the 1-percent-annual-chance flows determined using Snyder method synthetic unit hydrographs, and with rainfall totals determined using a now outmode publication entitled U.S. Weather Bureau Technical Paper 40 (Reference 50); backwater analysis was accomplished using a version of HEC-2 that is also currently outmoded. For this study, flood peaks were reevaluated using a current rainfall atlas (Reference 16).

The same Snyder unit hydrograph coefficients and same loss rates used by the U.S. Army Corps of Engineers were used for this analysis; but with the change in rainfall totals, the flood peaks changed as well. For the 1-percent-annual-chance flood, the peaks were 25 percent higher, 9 percent lower, 10 percent lower, and 30 percent higher, respectively, for Johnny, Gibson Jack, Mink and Fort hall Mine Creeks than the peaks computed by the U.S. Army Corps of Engineers. With the change in peak flows and the newer version of HEC-2, computed water-surface elevations changed somewhat also. For Gibson Jack and Fort Hall Mine Creeks, the new flood profiles (used in this Flood Insurance Study) were 1.0 and 1.5 feet higher, respectively, than the U.S. Army Corps of Engineers flood profiles. For Mink Creek, the new profile was 1.0 foot lower than the U.S. Army Corps of Engineers flood profiles for the 1-percent-annual-chance flood.

The U.S. Soil Conservation Service completed an analysis of the 4-, 2-, and 1-percent-annual-chance floods for Rapid Creek from the U.S. Interstate Highway 15 Business Loop Bridge in Inkom upstream to a point approximately 7 miles above the Inkom corporate limits (Reference 5). A portion of the West Fork Rapid Creek was also studied.

Agreement was reached between the study contractor and the Idaho State office of the U.S. Soil Conservation Service as to a reasonable placement of a 1-percent-annual-chance frequency curve on their frequency discharge-drainage area graph. Several attempts were also made by the study contractor to verify the U.S. Soil Conservation Service analysis using different methods of analysis. These include a statistical probability (risk) analysis, a regional frequency analysis, and a Snyder method synthetic unit hydrograph for a rainfall-runoff model of the Rapid Creek basis (Reference 15). Rainfall totals of the rainfall-runoff model were based on procedures and data published by the National Weather Service (Reference 16), and loss rates on the US Army Corps of Engineers analysis mentioned in Section 3.1. All three of the study contractors' analytic techniques were in agreement with the flow used by the U.S. Soil Conservation Service for the 10-percent-annual-chance discharge, but the 2-, 1-, and 0.2-percent-annual-chance flows developed by the study contractor were 24, 40, and 36 percent lower, respectively, than the U.S. Soil Conservation Service computed flows at the mouth of Rapid Creek. However, due to the inherent uncertainty in the hydrologic analysis of thunderstorm runoff, the Federal Insurance Administration elected to adopt the U.S. Soil Conservation Service frequency curve. In addition, the U.S. Soil Conservation Service study was carried out using the WSP-2 computer backwater program (Reference 29). The resulting water-surface profiles and floodplain boundaries for the 1-percent-annual-chance flood from the U.S. Soil Conservation Service study agreed in all respects with information prepared in this Flood Insurance Study, with the exception of the following discrepancies. The flood profiles shown in the U.S. Soil Conservation Service study are based on distances between cross sections measured along the floodplain; however, for this Flood Insurance Study, the distances are measured along the channel



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0370D

FIRM
 FLOOD INSURANCE RATE MAP
 BANNOCK COUNTY,
 IDAHO
 (AND INCORPORATED AREAS)

PANEL 370 OF 925
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BANNOCK COUNTY	160009	0370	D
POCA TELLO CITY OF	160012	0370	D

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
 16005C0370D
EFFECTIVE DATE
 JULY 7, 2009
 Federal Emergency Management Agency

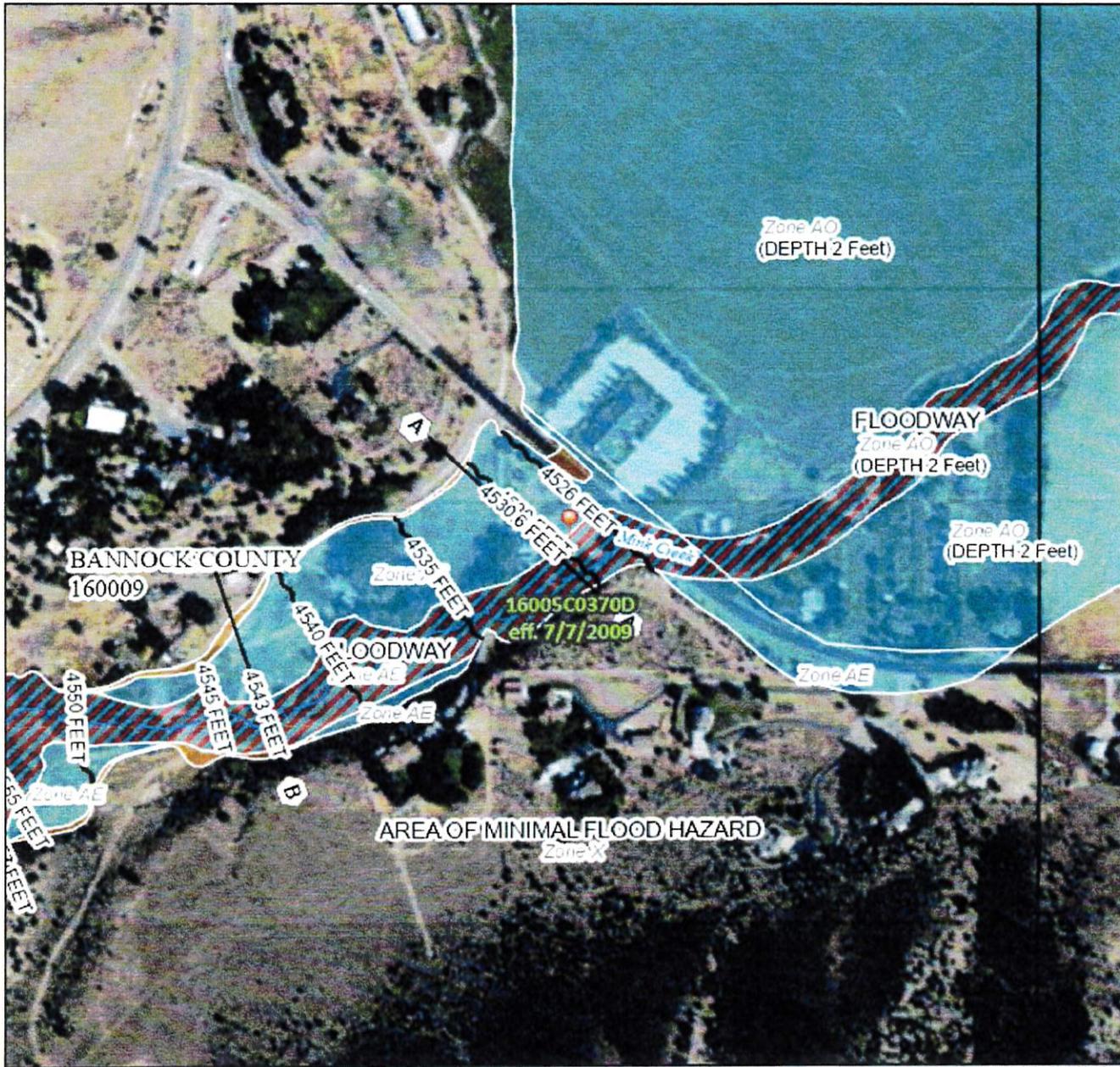
ATTACHMENT 5

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

National Flood Hazard Layer FIRMette



112°23'22"W 42°48'8"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, ABS
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway

 - OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
 - Area with Flood Risk due to Levee Zone D

 - OTHER AREAS**
 - NO SCREEN Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone D

 - GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

 - OTHER FEATURES**
 - 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
 - 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

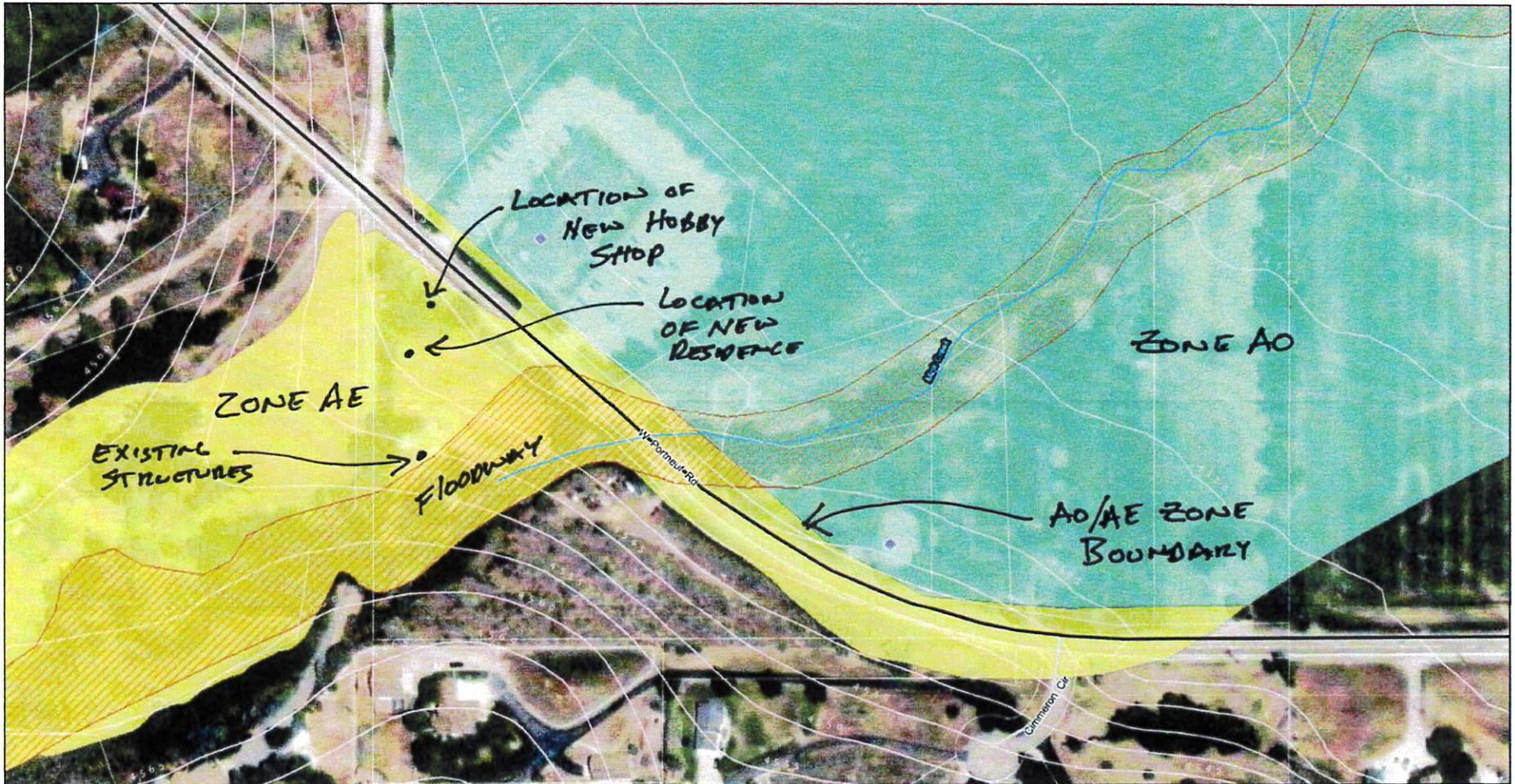
 - MAP PANELS**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/9/2023 at 10:42 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

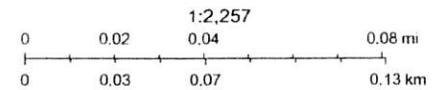
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

My Map



3/6/2023, 8:38:14 PM

- | | | | |
|----------------|-------------|------------------------|------------------------|
| Roads | Parcels | AH | Waterways |
| Minor Arterial | Flood Areas | AO | Elevation Certificates |
| Local | A | Floodways | |
| Bannock County | AE | Letter of Map Revision | |



Maxar, Microsoft

To: Bannock County Flood Plain Administer and Commissioners (appeals board)

From: David Stites

Date: 4/23/2025

RE: Request for variance to the Bannock County Flood Damage Prevention Ordinance 2020-01 for structures proposed to be built at 8105 W. Portneuf Rd, Bannock County

As required by the Bannock County Flood Damage Prevention Ordinance 2020-01, Section 450.C, the eleven required factors for application for a variance are stated and addressed here:

1. The danger that materials may be swept onto other lands to the injury of others:

The structures are both within the floodplain where low flow velocities are experienced during flooding, but NOT within the floodway where high flow velocities are encountered. The structures themselves will be within all location requirements in relation to the floodplain and floodway as required by this ordinance. The requested change to the Flood Protection Elevation (BFE + Freeboard) would still maintain the elevations of the lowest floors of the structures over 1 ft above the FEMA base flood elevation. The requested lower elevation would not increase any risk or danger of material being swept onto other lands or to the injury of others.

2. The danger to life and property due to flooding or erosion damage:

All applicable requirements of the ordinance are to be complied with, except for the freeboard requirement if the requested variance is approved. The floors of these structures are not in any location that would cause flooding and are well above the grade where erosion would occur. Therefore, all applicable flooding and erosion controls required by the ordinance will be met. Allowing slightly lower floors of the structures, which are still at least 1 ft above the base flood elevation, and the same as the IRC and ASCE minimum requirements would not increase any danger to life or property due to flooding or erosion damage.

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner:

All applicable requirements of the ordinance are to be complied with, except for the freeboard requirement if the requested variance is approved. The floors of these structures will be at least 1 ft above the elevation of potential floodwaters as determined by the Army Corp of Engineers and adopted by FEMA. The lowest floors of these structures will also be at least the minimum of 1 ft above the BFE as required by the IRC and the ASCE. The foundation, which would be the structural component of the buildings that resists flood damage is to be built to the design allowed by the FEMA Technical Bulletin 1, "Requirements for Flood Openings in Foundation Walls and Walls of Enclosures", Section 7.1 build requirements. All contents of the structures will be at least 1 ft above the base flood elevation, therefore protected from flood damage.

4. The importance of the services provided by the proposed facility to the community:

Not Applicable, these two structures do not provide any services to the community.

applicable because the structures will NOT be in the floodway. Duration of floodwaters in this area is based on personal witness experience, where the duration is only a few days intermittently around 2 weeks during the spring runoff, no flooding has occurred due to flash flooding storms. Floodwater will deposit sediment in areas of flooding, but experience has shown it to be only a few inches deep and only this deep in very slow flow areas where the sediment falls out of solution. The development of the residence and non-residence are out of the floodway and only in the special flood area floodplain. Wave action is not applicable, non-coastal.

11. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges:

A variance allowing the structures to have a lower freeboard would not impact any governmental services (public utilities – none on property, all services are private) on this property during or after a flood. The water supply to the structures is to be underground and the electrical supply to the property is by power pole and will be underground to the structures. Neither of these will be affected or impacted by allowance of a lower freeboard. Additionally, all other applicable requirements of the ordinance will be met.

National Flood Insurance Program

Elevation Certificate and Instructions

2023 EDITION



FEMA

ELEVATION CERTIFICATE AND INSTRUCTIONS

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of documenting compliance with National Flood Insurance Program (NFIP) floodplain management ordinances for new or substantially improved structures in designated Special Flood Hazard Areas. This form may also be used as an optional tool for a Letter of Map Amendment (LOMA), Conditional LOMA (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional LOMR-F (CLOMR-F), or for flood insurance rating purposes in any flood zone.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ FEMA-003 – *National Flood Insurance Program Files System of Records Notice* 79 Fed. Reg. 28747 (May 19, 2014) and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may impact the flood insurance premium through the NFIP. Information will only be released as permitted by law.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the NFIP. It can be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The Elevation Certificate is used to document floodplain management compliance for Post-Flood Insurance Rate Map (FIRM) buildings, which are buildings constructed after publication of the FIRM, located in flood Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, and A99. It may also be used to provide elevation information for Pre-FIRM buildings or buildings in any flood zone.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. Lowest Adjacent Grade (LAG) elevations certified by a land surveyor, engineer, or architect, as authorized by state law, will be required if the certificate is used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. A LOMA, CLOMA, LOMR-F, or CLOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 application package, whichever is appropriate. If the certificate will only be completed to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, there is an option to document the certified LAG elevation on the Elevation Form included in the MT-EZ and MT-1 application.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the BFE. A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

The expiration date on the form herein does not apply to certified and completed Elevation Certificates, as a completed Elevation Certificate does not expire, unless there is a physical change to the building that invalidates information in Section A Items A8 or A9, Section C, Section E, or Section H. In addition, this form is intended for the specific building referenced in Section A and is not invalidated by the transfer of building ownership.

Additional guidance can be found in FEMA Publication 467-1, *Floodplain Management Bulletin: Elevation Certificate*.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>David J Stites</u>		Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>8105 W. Portneuf Road</u>		Company NAIC Number: _____
City: <u>Pocatello</u>	State: <u>ID</u>	ZIP Code: <u>83204</u>
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>RPR4013026200 (SE4NE4 S20-T7S-R35E, B.M.)</u>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Residential</u>		
A5. Latitude/Longitude: Lat. <u>42.798427N</u> Long. <u>-112.384769W</u> Horiz. Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84		
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).		
A7. Building Diagram Number: <u>1B</u>		
A8. For a building with a crawl/space or enclosure(s):		
a) Square footage of crawlspace or enclosure(s): <u>0</u> sq. ft.		
b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A8.c: <u>0</u> sq. in.		
e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>0</u> sq. ft.		
f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.		
A9. For a building with an attached garage:		
a) Square footage of attached garage: <u>742</u> sq. ft.		
b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in.		
e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>0</u> sq. ft.		
f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.		
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION		
B1.a. NFIP Community Name: <u>Bannock County</u>		B1.b. NFIP Community Identification Number: <u>160009</u>
B2. County Name: <u>Bannock</u>	B3. State: <u>ID</u>	B4. Map/Panel No.: <u>0370</u>
B5. Suffix: <u>D</u>		
B6. FIRM Index Date: <u>07/07/2009</u>		B7. FIRM Panel Effective/Revised Date: <u>07/07/2009</u>
B8. Flood Zone(s): <u>AE</u>		B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>4531.6</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other: _____		
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____		
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA		
B13. Is the building located seaward of the Limit of Moderate Wave Action (LIMWA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

8105 W. Portneuf Road

City: Pocatello

State: ID

ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NA

Vertical Datum: NA

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929 NAVD 1988 Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? Yes No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor): 4532.6 feet meters

b) Top of the next higher floor (see Instructions): 4532.6 feet meters

c) Bottom of the lowest horizontal structural member (see Instructions): NA feet meters

d) Attached garage (top of slab): 4531.4 feet meters

e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area): NA feet meters

f) Lowest Adjacent Grade (LAG) next to building: Natural Finished NA feet meters

g) Highest Adjacent Grade (HAG) next to building: Natural Finished NA feet meters

h) Finished LAG at lowest elevation of attached deck or stairs, including structural support: NA feet meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No

Check here if attachments and describe in the Comments area.

Certifier's Name: David Assan

License Number: PE-21061

Title: Project Manager

Company Name: Sunrise Engineering

Address: 600 E Oak St.

City: Pocatello

State: ID

ZIP Code: 83201

Telephone: (208) 234-0110

Ext.: _____

Email: david.assan@sunrise-eng.com

Signature: 

Date: 8/15/2025



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

An aerial map indicating locations of each building has been attached

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
 8105 W. Portneuf Road
 City: Pocatello State: ID ZIP Code: 83204

FOR INSURANCE COMPANY USE
 Policy Number: _____
 Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: NA feet meters above or below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: NA feet meters above or below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: NA feet meters above or below the HAG.

E3. Attached garage (top of slab) is: NA feet meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: NA feet meters above or below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: -- ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments: _____

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

8105 W. Portneuf Road

City: Pocatello

State: ID ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable Item(s) and sign below when:

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a. A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b. A local official completed Section H for insurance purposes.
- G3. In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4. The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: NA G6. Date Permit Issued: NA
- G7. Date Certificate of Compliance/Occupancy Issued: NA
- G8. This permit has been issued for: New Construction Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: NA feet meters Datum: _____
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: NA feet meters Datum: _____
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: NA feet meters Datum: _____
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: NA feet meters Datum: _____
- G11. Variance issued? Yes No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____

Title: _____

NFIP Community Name: _____

Telephone: _____

Ext.: _____

Email: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Signature: _____

Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 8105 W. Portneuf Road	FOR INSURANCE COMPANY USE
City: Pocatello State: ID ZIP Code: 83204	Policy Number: _____
	Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5–8. Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: NA feet meters above the LAG

b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: NA feet meters above the LAG

H2. Is all Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

Yes No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: David Assan

Address: 600 E Oak Street

City: Pocatello State: ID ZIP Code: 83201

Telephone: (208) 234-0110 Ext.: Email: david.assan@sunrise-eng.com

Signature: 

Date: 8/15/2025

Comments: An aerial map indicating locations of each building has been attached

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS
 See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
 8105 W. Portneuf Road

City: Pocatello State: ID ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Stites Property



Photo One

Photo One Caption: Aerial View of the Stites Property

Clear Photo One

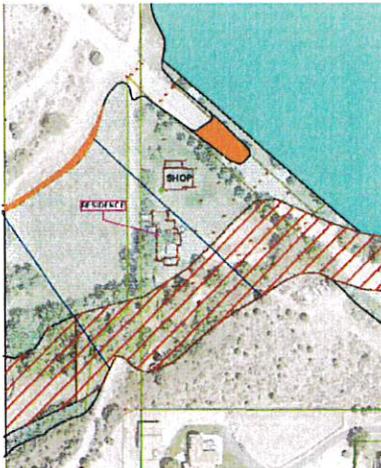


Photo Two

Photo Two Caption: Stites Property with flood maps overlay

Clear Photo Two

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS
 Continuation Page

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City: Pocatello State: ID ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

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Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three

Photo Three Caption: Front and Rear Views of the proposed house

Clear Photo Three

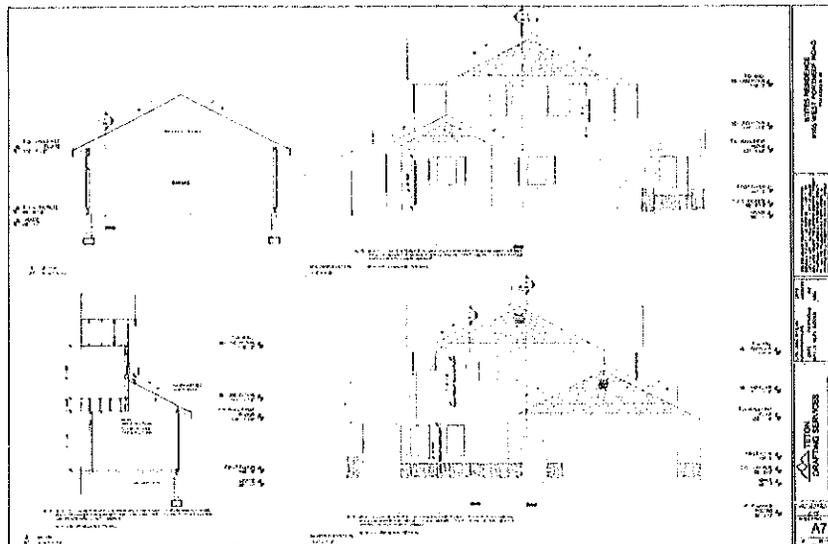


Photo Four

Photo Four Caption: Side Views of the House

Clear Photo Four

National Flood Insurance Program

Elevation Certificate and Instructions

2023 EDITION



FEMA

ELEVATION CERTIFICATE AND INSTRUCTIONS

PAPERWORK REDUCTION ACT NOTICE

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PRIVACY ACT STATEMENT

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of documenting compliance with National Flood Insurance Program (NFIP) floodplain management ordinances for new or substantially improved structures in designated Special Flood Hazard Areas. This form may also be used as an optional tool for a Letter of Map Amendment (LOMA), Conditional LOMA (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional LOMR-F (CLOMR-F), or for flood insurance rating purposes in any flood zone.

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Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may impact the flood insurance premium through the NFIP. Information will only be released as permitted by law.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the NFIP. It can be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The Elevation Certificate is used to document floodplain management compliance for Post-Flood Insurance Rate Map (FIRM) buildings, which are buildings constructed after publication of the FIRM, located in flood Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, and A99. It may also be used to provide elevation information for Pre-FIRM buildings or buildings in any flood zone.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. Lowest Adjacent Grade (LAG) elevations certified by a land surveyor, engineer, or architect, as authorized by state law, will be required if the certificate is used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. A LOMA, CLOMA, LOMR-F, or CLOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 application package, whichever is appropriate. If the certificate will only be completed to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, there is an option to document the certified LAG elevation on the Elevation Form included in the MT-EZ and MT-1 application.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the BFE. A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

The expiration date on the form herein does not apply to certified and completed Elevation Certificates, as a completed Elevation Certificate does not expire, unless there is a physical change to the building that invalidates information in Section A Items A8 or A9, Section C, Section E, or Section H. In addition, this form is intended for the specific building referenced in Section A and is not invalidated by the transfer of building ownership.

Additional guidance can be found in FEMA Publication 467-1, *Floodplain Management Bulletin: Elevation Certificate*.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

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A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>8105 W. Portneuf Road</u>		Company NAIC Number: _____
City: <u>Pocatello</u>	State: <u>ID</u>	ZIP Code: <u>83204</u>
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>RPR4013026200 (SE4NE4 S20-T7S-R35E, B.M.)</u>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Shop</u>		
A5. Latitude/Longitude: Lat. <u>42.798747N</u> Long. <u>-112.384703W</u> Horiz. Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84		
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).		
A7. Building Diagram Number: <u>1B</u>		
A8. For a building with a crawlspace or enclosure(s):		
a) Square footage of crawlspace or enclosure(s): <u>0</u> sq. ft.		
b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A8.c: <u>0</u> sq. in.		
e) Total rated area of engineered flood openings in A8.c (attach documentation - see Instructions): <u>0</u> sq. ft.		
f) Sum of A8.d and A8.e rated area (if applicable - see Instructions): <u>0</u> sq. ft.		
A9. For a building with an attached garage:		
a) Square footage of attached garage: <u>0</u> sq. ft.		
b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in.		
e) Total rated area of engineered flood openings in A9.c (attach documentation - see Instructions): <u>0</u> sq. ft.		
f) Sum of A9.d and A9.e rated area (if applicable - see Instructions): <u>0</u> sq. ft.		
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION		
B1.a. NFIP Community Name: <u>Bannock County</u>		B1.b. NFIP Community Identification Number: <u>160009</u>
B2. County Name: <u>Bannock</u>	B3. State: <u>ID</u>	B4. Map/Panel No.: <u>0370</u>
B5. Suffix: <u>D</u>		
B6. FIRM Index Date: <u>07/07/2009</u>		B7. FIRM Panel Effective/Revised Date: <u>07/07/2009</u>
B8. Flood Zone(s): <u>AE</u>		B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>4529.3</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other: _____		
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____		
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: <u>NA</u> <input type="checkbox"/> CBRS <input type="checkbox"/> OPA		
B13. Is the building located seaward of the Limit of Moderate Wave Action (LIMWA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 8105 W. Portneuf Road	FOR INSURANCE COMPANY USE
City: Pocatello State: ID ZIP Code: 83204	Policy Number: _____ Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
 Benchmark Utilized: NA Vertical Datum: NA

Indicate elevation datum used for the elevations in items a) through h) below.
 NGVD 1929 NAVD 1988 Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? Yes No
 If Yes, describe the source of the conversion factor in the Section D Comments area.

			Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	4530.3	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
b) Top of the next higher floor (see Instructions):	4530.3	<input type="checkbox"/> feet	<input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (see Instructions):	NA	<input type="checkbox"/> feet	<input type="checkbox"/> meters
d) Attached garage (top of slab):	NA	<input type="checkbox"/> feet	<input type="checkbox"/> meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	NA	<input type="checkbox"/> feet	<input type="checkbox"/> meters
f) Lowest Adjacent Grade (LAG) next to building: <input type="checkbox"/> Natural <input type="checkbox"/> Finished	NA	<input type="checkbox"/> feet	<input type="checkbox"/> meters
g) Highest Adjacent Grade (HAG) next to building: <input type="checkbox"/> Natural <input type="checkbox"/> Finished	NA	<input type="checkbox"/> feet	<input type="checkbox"/> meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	NA	<input type="checkbox"/> feet	<input type="checkbox"/> meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No

Check here if attachments and describe in the Comments area.

Certifier's Name: David Assan License Number: PE-21061
 Title: Project Engineer
 Company Name: Sunrise Engineering
 Address: 600 E Oak St.
 City: Pocatello State: ID ZIP Code: 83201
 Telephone: (208) 234-0110 Ext.: _____ Email: david.assan@sunrise-eng.com



Signature: *David Assan* Date: 8/15/2025

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):
 An aerial map indicating locations of each building has been attached

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 8105 W. Portneuf Road	FOR INSURANCE COMPANY USE
City: Pocatello State: ID ZIP Code: 83204	Policy Number: _____ Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a. A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b. A local official completed Section H for insurance purposes.
- G3. In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4. The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: NA G6. Date Permit Issued: NA
- G7. Date Certificate of Compliance/Occupancy Issued: NA
- G8. This permit has been issued for: New Construction Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ NA feet meters Datum: _____
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ NA feet meters Datum: _____
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ NA feet meters Datum: _____
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ NA feet meters Datum: _____
- G11. Variance issued? Yes No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

8105 W. Portneuf Road

City: Pocatello

State: ID

ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5–8. Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ NA feet meters above the LAG

b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ NA feet meters above the LAG

H2. Is all Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

Yes No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: David Assan

Address: 600 E Oak Street

City: Pocatello

State: ID

ZIP Code: 83201

Telephone: (208) 234-0110

Ext.: _____

Email: david.assan@sunrise-eng.com

Signature: 

Date: 8/15/2025

Comments:

An aerial map indicating locations of each building has been attached

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS
 See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
 8105 W. Portneuf Road

City: Pocatello State: ID ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

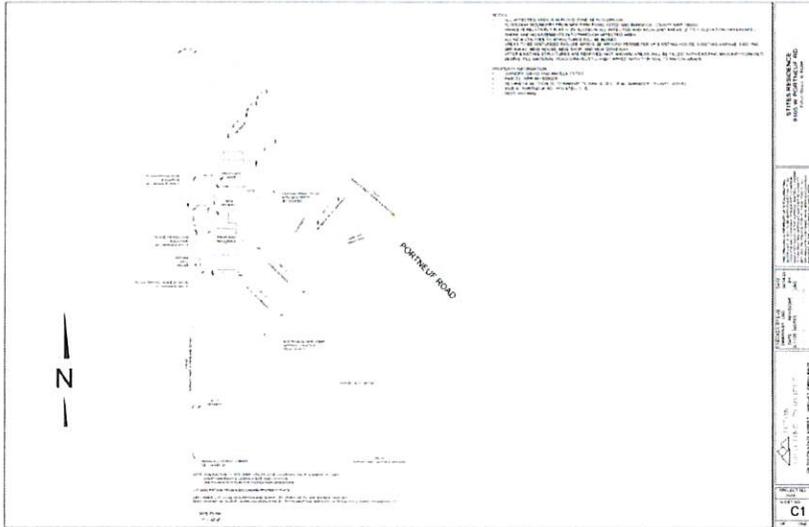


Photo One

Photo One Caption: Plat map of the Stites Property showing locations of all buildings

Clear Photo One



Photo Two

Photo Two Caption: Stites Property with flood maps overlay

Clear Photo Two

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS
 Continuation Page

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
 8105 W. Portneuf Road

City: Pocatello

State: ID ZIP Code: 83204

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

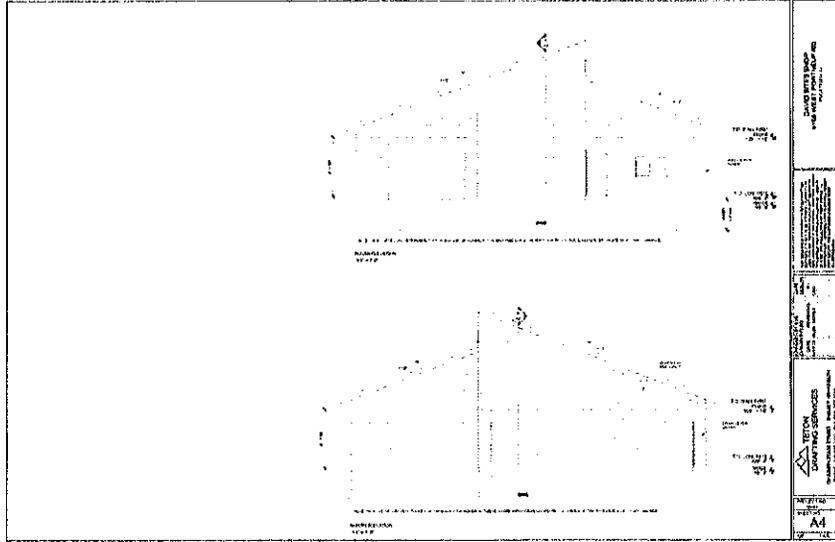


Photo Three

Photo Three Caption: Front and Rear View of the Shop Building

Clear Photo Three

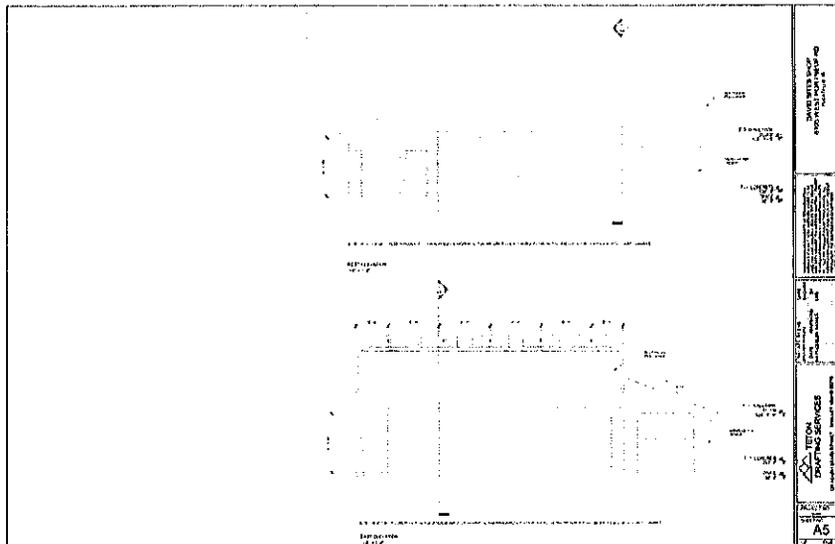


Photo Four

Photo Four Caption: Side View of the Shop Building

Clear Photo Four



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](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:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss recommendation to award the Janitorial Services RFP.

How much time will be needed? Meeting date requested:

5 minutes

9/9/25

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:

Daniel Kendall

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

Commissioner Office Only:	
Date: <u>9/9/25</u>	Time: _____

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:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Request signature and funding for Debtbook contract. This contract provides lease accounting that had been done by prior external auditor that is no longer an option.

Date of meeting being requested:

09/09/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



ORDER FORM

I. General Information

Customer Information

Customer Name: Bannock County, ID ("Customer")
Address: 624 East Center
Pocatello, ID 83201
Contact Name: Kristi Klauser
Email: kristik@bannockcounty.us

Customer Billing Information

Address: 624 East Center
Pocatello, ID 83201
Billing Email: kristik@bannockcounty.us

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: Date of last signature

II. Products & Services

Item & Description		Year 1	Year 2	Year 3
Lease & SBITA Management Complete Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	Price	\$7,500.00	\$7,500.00	\$7,500.00
Lease & SBITA Management Complete Premium Implementation The additional implementation services provided to Customer including tailored implementation support, review of leases and subscriptions, and entry of relevant Customer Data.	Price	\$0.00	-	-

Annual Summary	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$7,500.00	\$7,500.00	\$7,500.00
One-Time Implementation Fees	\$0.00		
Annual Total	\$7,500.00	\$7,500.00	\$7,500.00
TOTAL			\$22,500.00

III. Order Form Terms

- Services.** This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
- Term.** The Initial Term of this Order Form begins on the Order Form Effective Date as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
- Fees.** DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and

payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.

IV. General Terms

This Order Form and the Services are governed by the written Master Services Agreement (the "Agreement") executed between the Parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Order Form, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Order Form in Customer's current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook

Bannock County, ID

By:

By:

Name:

Name: *Jeff Hough*

Title:

Title: *Commissioner, Chairman*

Date:

Date: *9-9-25*



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between DebtBook and the customer signing below ("Customer"). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

"Aggregated Statistics" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"Agreement" means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, any Customer Terms, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"Application Obligations" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"Application Services" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means the terms set forth in or otherwise identified and incorporated into the Agreement. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Agreement.

"DebtBook" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"DebtBook IP" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"DebtBook Quote" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"Documentation" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

"Effective Date" means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"Guided Implementation Services" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"Governing State" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

“Government Entity” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

“Order Form” means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

“Premium Implementation Services” means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

“Pricing Tier” means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Products” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms. Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement)

license to use the Documentation during the Term solely for Customer's and Its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Order Forms. The Services and Products, and any Service or Product specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services and Products specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) **Fees.** Customer will pay DebtBook the fees set forth in each Order Form (the “Fees”). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer’s obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State’s prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook’s income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”) information about the Disclosing Party’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as “confidential”, or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, “**Confidential Information**”). For the avoidance of doubt, DebtBook’s Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, “Confidential Information” expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party’s Confidential Information in strict confidence and may not disclose the Disclosing Party’s Confidential Information to any person or entity, except to the Receiving Party’s employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party’s rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party’s Confidential Information, or destroy all such copies and, on the Disclosing Party’s request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party’s obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer’s obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. **Intellectual Property.**

(a) **DebtBook IP.** As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) **Customer Data.** As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(c) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any

claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Master Services, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Master Services Agreement, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266.**

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook

Bannock County, ID

By:

By:

Name:

Name: *Jeff Haugh*

Title:

Title: *Commissioner, Chairman*

Date:

Date: *9-9-25*

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 August 9 and 16, 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 fee changes and new fees are hereby adopted effective October 1:

GIS	
FEE ITEM	CURRENT FEE
<i>Data Requests</i>	
Basic Parcel Shapefile (Parcel shape and ID only)	Free
Parcels Shapefile – Full County (all approved data)	\$300/request
Parcels Shapefile – Half County	Remove
Parcels Shapefile – Less than half	Remove
Parcels Shapefile – Custom area (all approved data)	\$200/request
Boundaries, Surveys, Plats, etc. (shapefiles)	Remove
Addresses, Buildings, Streets, etc. (shapefiles)	Remove
Other dataset requests	\$100 per dataset per request
Advanced Online Map Subscription	Remove
<i>Print and/or Custom Map Requests</i>	
Existing Map – 8 ½ x 11	\$2/page for 5+ pages No charge under 5 pages
Existing Map – 11 x 17	\$3/page for 3+ pages No charge under 3 pages
Existing Map – 24 x 36	\$15 + \$5 per additional page
Existing Map – 36 x 48	\$15 + \$5 per additional page
Custom Map – 8 ½ x 11	\$30/hour (1 hour min.) +\$2 per page
Custom Map – 11 x 17	\$30/hour (1 hour min.) +\$4 per page
Custom Map – 24 x 36	\$30/hour (1 hour min.) +\$5 per page
Custom Map – 36 x 48	\$30/hour (1 hour min.) +\$5 per page
Custom Map – PDF only	\$30/hour (1 hour min.)

Data requests from government agencies, partner or approved non-profit	No Fee
Juvenile Justice	
Probation Supervision	\$25/month
Juvenile Court Diversion	Remove
Prevention Stipulation	\$100
Youth Court Diversion	Remove
Electronic Monitoring	\$6/day
Shortstop Fee	Remove
Detention Fee	\$0-\$125/day
Road and Bridge	
Road Validation Petition	\$630
Fairgrounds	
Exhibit Hall Rental	\$50/hr or \$500/day
Exhibit Hall Kitchen add on	\$25/hr or \$250/day
Exhibit Hall Conference Room	\$25/hr or \$250/day
Vendor	\$90/month
Clerk	
Minimum charge to mail records (small envelope and postage)	\$1. Additional services such as certified or larger envelope will be billed at actual cost.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chairman

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk

In the Matter of APPROVING)
THE FISCAL YEAR 2026)
BANNOCK COUNTY BUDGET)

R.S. No. 2025-59
September 9, 2025

RESOLUTION

WHEREAS, the Board of Bannock County Commissioners held a public hearing on August 26, 2025, at 11:00 a.m., as advertised in the Idaho State Journal, to hear comments and questions concerning the Bannock County Fiscal Year 2026 Budget; and

WHEREAS, much consideration was given to comments and suggestions that were given during the hearing; and

WHEREAS, pursuant to Idaho Code §31-1605A, Bannock County has allocated \$23,467,000 in fund balances that will be carried over to allow additional appropriations;

NOW, THEREFORE, BE IT RESOLVED that the Bannock County Fiscal Year 2026 budget as presented at the August 26, 2025, hearing is hereby approved.

DEPARTMENT OR FUND	FINAL FY2026 BUDGET
Clerk	\$2,062,642
Assessor	\$579,781
Treasurer	\$628,951
Commission	\$544,435
Coroner	\$1,404,747
Clerk of Court	\$1,157,972
County Operations	\$8,878,748
Buildings & Grounds	\$1,436,888
Contingency	\$200,000
Ag Extension	\$142,039
Data Processing	\$1,116,186
Juvenile Prog/County	\$905,158
Juvenile Prog/JCA	\$321,906
Juvenile Prog/Tobacco	\$367,126
Human Resources	\$394,479
Planning	\$880,523
Health Insurance	\$700,000
Adult Probation	\$934,644
GIS	\$370,440
Road & Bridge	\$10,608,958
Sheriff	\$7,882,747
Prosecutor	\$2,669,217
Jail	\$11,034,000
Ambulance District	\$5,440,513

District Court	\$1,882,605
Security/Court Marshal	\$1,247,086
Fair District	\$11,000
Fair maintenance	\$158,100
Fair Exhibit	\$171,747
County Fair	\$202,382
4-H	\$156,682
Health District	\$1,116,271
Historical Society	\$81,000
Indigent Administration	\$127,176
Indigent Medical	\$119,400
Indigent Public Defender	\$75,000
Junior College	\$40,000
Park & Recreation	\$1,594,177
Appraisal	\$1,738,533
Liability Insurance	\$830,750
Veterans Memorial	\$25,000
Noxious Weed	\$452,657
Abatement	\$212,159
PILT	\$800,000
Snowmobile	\$116,602
County Waterways	\$22,000
Opioid Settlement	\$275,000
Juvenile Facility	\$1,437,465
Solid Waste	\$8,664,313
Solid Waste/Gas to Energy	\$1,712,916
Emergency 911	\$1,281,184
BC Events	\$3,090,941
D6	\$1,293,023
Grants	\$2,450,000
Veterans Trust	\$2,487
Capital Acquisition Trust	\$75,200
Health Insurance Trust	\$10,050,000
Search & Rescue/K9 Trust	\$13,300
2 ½ Mile/Star Trust	\$100,000
Taylor Grazing	\$23,500
Juvenile Lottery	\$3,610
Juvenile Workshop Trust	\$128,600
Building Trust	\$41,867
Mailroom Trust	\$100,000
Donations Trust	\$5,000
Legal Research	\$6,682
Court Monitoring Trust	\$50,000
Drug Seizure/Sanctions Trust	\$120,000

Court Facilities	\$41,000
Domestic Violence Trust	\$20,000
Domestic Violence Eval Trust	\$6,246
Felony Drug/Dui Alumni	\$3,866
Public Administrator	\$1,500
TOTAL COUNTY FUNDS	<u>\$102,840,127</u>

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

RESOLUTION

WHEREAS, requests for cancellation of taxes were considered on September 4, 2025; and

WHEREAS, these cancellation requests have been reviewed pursuant to Idaho Code §§63-711, 63-1302, 63-1303 and 63-1304;

NOW, THEREFORE, BE IT RESOLVED that the County Tax Collector, Jennifer Clark, is hereby authorized and directed to cancel the following on the tax rolls as listed by year:

- (1) At the request of Assessor Anita Hymas, in a letter dated September 4, 2025, for cancellation of taxes for the **2022, 2023, and 2024** tax years.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPRPPOC328500	City of Pocatello	Donated from Historic Downtown Pocatello (Lookout Point)	2022 - \$582.92 2023 - \$1,067.66 2024 - \$1,130.06
RPRPPOC328700	City of Pocatello	Donated from Historic Downtown Pocatello (Lookout Point)	2022 - \$644.11 2023 - \$1,179.70 2024 - \$906.18

- (2) At the request of Assessor Anita Hymas, in a letter dated September 4, 2025, for cancellation of taxes for the **2024** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPRPCPP056301	City of Pocatello	City owned	\$41.90
RPRPCPP090403	City of Pocatello	City owned	\$541.22

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

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 by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

Annual (FY25) Agreement to Provide Law Enforcement Protection for S.I.Y.F.L.

How much time will be needed? Meeting date requested:

N/A - Signature Only 9/9/25

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:

N/A - Signature Only

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

Commissioner Office Only:

Date: 9/9/25 Time: _____

AGREEMENT TO PROVIDE LAW ENFORCEMENT PROTECTION

Non-Mutual Aid Agreement

AGREEMENT, made between Bannock County Sheriff hereinafter referred to as the "LAW ENFORCEMENT" AND SOUTHEAST IDAHO YOUTH FOOTBALL LEAGUE (S.I.Y.F.L.).

WHEREAS, S.I.Y.F.L. desires to enter into a contract with *Bannock County Sheriff* for the performance of law enforcement protection within ALL FIELDS WITHIN BANNOCK COUNTY UTILIZED BY S.I.Y.F.L., and

WHEREAS, *Bannock County Sheriff* agrees to render such services and protection under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 31-604.

NOW, THEREFORE, the parties hereto agree as follows:

1. LAW ENFORCEMENT PROTECTION: *Bannock County Sheriff* agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide law enforcement protection within limits of BANNOCK COUNTY, hereinafter referred to as the "protected area" under the following terms and conditions:

a. *Bannock County Sheriff* will provide protection services for the protected area; ANY FIELDS WITHIN BANNOCK COUNTY UTILIZED BY S.I.Y.F.L. This protection shall include at least ONE (1) LAW ENFORCEMENT deputy every SATURDAY / 4-8 hours during the daytime hours and N/A LAW ENFORCEMENT patrols every N/A hours during the nighttime hours. In addition, LAW ENFORCEMENT officers shall be on call to all portions of the protected area at all times. The level of service shall be at least the same basic level of service provided to the governing area of LAW ENFORCEMENT.

b. The personnel used by *Bannock County Sheriff* to perform the law enforcement protection shall remain under the jurisdiction and control of *Bannock County Sheriff* while rendering the services and *Bannock County Sheriff* shall maintain the standard of performance of such personnel.

c. The scope of the law enforcement protection shall be to enforce all of the state laws and ordinances and to preserve the peace within the protected area.

d. All arrests made, or citations issued for misdemeanors or infractions that occur within the protected area shall be deemed *Bannock County Sheriff* arrests and citations for the purpose of prosecution and distribution of penalties, fines, and forfeitures.

2. EMPLOYEES OF LAW ENFORCEMENT: It is agreed that all employees of *Bannock County Sheriff* shall remain employees of *Bannock County Sheriff* for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that S.I.Y.F.L. shall not be liable for compensation or indemnity to any of the employees of *Bannock County Sheriff* for injuries or sickness arising out of the performance of *Bannock County Sheriff* protection of the protected area, and *Bannock County*.

**AGREEMENT TO PROVIDE LAW
ENFORCEMENT PROTECTION**
Non-Mutual Aid Agreement

3. **ADMINISTRATION:** Each of the parties have designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of the **S.I.Y.F.L.** and the employees of *Bannock County Sheriff* in requesting and performing the law enforcement protection. The **S.I.Y.F.L.** designates **LES HERNANDEZ**, as its administrator and *Bannock County Sheriff* designates **TONY MANU**, as its administrator. All communications between the parties with regard to this Agreement shall be made between these parties or their designee. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

4. **COMPENSATION:** As compensation for the law enforcement protection provided by *Bannock County Sheriff*, the **S.I.Y.F.L.** hereby agrees to pay to *Bannock County Sheriff* the sum of \$ **63.00** per **HOUR per Deputy**. The amount of this compensation may be modified or amended only by an agreement in writing.

5. **TERM OF AGREEMENT:** This Agreement shall be effective commencing on the 6th day of **SEPTEMBER, 2025** and continue in full force and effect through the 1st day of **NOVEMBER, 2025**. The term of this Agreement may be extended by the parties by agreement in writing.

6. **RECITALS:** The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

**AGREEMENT TO PROVIDE LAW
ENFORCEMENT PROTECTION**
Non-Mutual Aid Agreement

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

DATED this _____ day of _____, 20____.

LAW ENFORCEMENT:

CONTRACTING AGENCY:

Tony T. Manu
Bannock County Sheriff

S.I.Y.F.L.
(Contracting Agency)

Administrator of Contracting Agency

BOARD OF BANNOCK COUNTY COMMISSIONERS

_____ Jeff Hough, Chairman	<u>9-9-25</u> Date
_____ Ernie Moser, Member	<u>9-9-25</u> Date
_____ Kenneth Bullock, Member	<u>9-9-25</u> Date

ATTEST: _____
Jason Dixon, Clerk

APPROVED as to form and content:

Jonathan Radford
Chief Civil Deputy Prosecutor

Date

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of August 26, 28, September 2, and 4, 2025, as approved during the meeting of September 9, 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, August 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, and HR Director Matthew Phillips

Agenda Details

AGENDA	
	Regular Business Meeting (action items)
	Agenda:
1	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	<ul style="list-style-type: none"> Charity Staggs, SICO, seeking to discuss updating and renewing the grant writing contract with SICO (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> Todd Mauger, Juvenile Justice, seeking (1) approval to submit grant request to the Idaho Juvenile Justice Commission's Youth Committee for the RISE UP INITIATIVE to fund the GIRL'S CIRCLES curriculum and a facilitator's guide, and (2) approval to submit grant request to the Idaho Juvenile Justice Commission's Youth Committee for the RISE UP INITIATIVE supporting Truancy Education and Prevention (requested 5 minutes) (action items)
4	<ul style="list-style-type: none"> Buddy Romriell, Public Works, regarding a discussion pertaining to replacing the Coroner's vehicle (requested 5 minutes) (potential action item)
5	RESOLUTIONS AND ORDINANCES (action items): <ul style="list-style-type: none"> Resolution No. 2025-54 Approving Claims Through Contingency for Planning and Development and IT Claims Resolution No. 2025-55 Authorization to Dispose Surplus Assets/Property
6	SIGNATURE ONLY (action items): <ul style="list-style-type: none"> Flock Safety Order Form Management Letter for Fiscal Year 2025 Audit
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 from August 19 and 21, 2025, and Certification of Said Minutes
8	Public Hearing for Rezone (action item)
9	Public Hearing for Fiscal Year 2026 Budget (action item)
10	Public Hearing for Proposed and Increased Fees (action items)

Meeting Notes

- 1 9:00 AM Hough called the meeting to order.
- 2 9:01 AM Danae Zepeda and Layne Bouregous also appeared. Staggs reviewed the general grant writing contract is coming to an end and questioned if a new contract would be desired. Two grants were written under the current contract for the Idaho Department of Lands and, if awarded, would be a return on investment of \$48 per \$1 spent. The previous OEM grants gave \$10 per \$1 and SICOG's average is \$7 per \$1 over the several years. Staggs reviewed challenges with engagement for planning, takes a year to plan a project for the grant. The attitude seems to be to find a grant and the department will make a project. The project needs developed first and then find the grant. There is also a federal administration change that has caused some uncertainty. Discussion ensued on funds and internal issues with engagement. A meeting with leadership will be scheduled.
- 3 9:10 AM Mauger explained that an opportunity arose last week from the Idaho Juvenile Justice Committee for some unique grants. The Committee would purchase curriculum and send links for both programs. There is no match or reporting. Hough moved to approve the application for both grants and authorize Mauger to electronically sign the online applications. The motion passed.
- 4 9:18 AM Coroner Torey Danner also appeared. Romriell reviewed vehicle mileage for the Coroner's vehicles. The Durango has an electrical ghost issue the department has been chasing and it is almost to the vehicle policy's replacement mileage. It was questioned whether to attempt to repair the vehicle or replace it early. Discussion ensued on the previous van, vehicle diversity, justification for three vehicles, response time, vehicle use policy, and that 51% of the call volume is after hours. Klauser reviewed a funding option is the capital that was budgeted for the new building that would be rolled over. Romriell will research options to sell/auction the Durango or put some money into repairs, and prices to purchase to bring back Thursday.
- 5 9:34 AM Moser moved to approve Resolutions 2025-54 and 55. The motion passed.
- 6 9:35 AM Klauser reviewed funding options for the license plate readers from County Operations or Contingency. The Board selected County Operations. Bullock moved to approve the Flock Safety Order and invoice as it comes in. The motion passed.
9:38 AM Klauser reviewed the audit engagement letter, the letter requesting cooperation to send to Wipfli and contract termination. Bullock moved to approve the documents. The motion passed.
- 7 9:39 AM Hough moved to approve the consent agenda. The motion passed.
- 8 10:15 AM Planning and Development Director Hal Jensen and Assistant Director Tristan Bourquin appeared. Moser moved to open the public hearing. The motion passed.
10:17 AM Susan Cook questioned her owning livestock if the zoning changed to residential. Bullock moved to close the public hearing. The motion passed.
10:18 AM Bourquin reviewed the Planning Council heard the rezone application in July and recommended approval. The application does meet the intent of the comprehensive plan and future land use map. The ordinance does not have restrictions for animals other than there must be at least an acre. Bullock moved to approve the rezone request by Bryan Moon. The motion passed.
- 9 11:00 AM Hough reviewed the public hearing for the FY2026 budget will be interrupted for the public hearing for the fee schedule at 11:15 a.m. Historically, these have been scheduled tight due to light attendance. The rules and process for the hearing were reviewed. Hough relayed that email comments have been received and are in the record and that action regarding the budget will be taken at a later date.
11:04 AM Moser moved to open the public hearing. The motion passed.
11:04 AM Jolene Barnett-Stephens questioned what the justification was to give themselves a huge raise. Angie Hernandez relayed she watched the meetings a few times, and Lava was \$17,000, but the Senior Center budget was cut by half. The center provides more than food, such as games. Comparing to other counties is not fair.

11:06 AM Wayne Shipman expressed disappointment in the budget and cutting off non-profit organizations in the County. The budget is a moral statement. The Board is stating these organizations do not deserve funding. They make up for lack of government support. There is need in any community. It was decided to defund groups that do vital work. The Board needs to address the needs of the community. Shipman has empathy for the Board's work as he was an elected official previously. It's a hard job to go through a budget and make hard decisions. But it is a moral document as much as a financial document.

11:08 AM Retired Associate Tribal Judge Dave Archuleta is a veteran pointed out that the veterans are being cut, along with Aid for Friends to give yourself a raise. The Sheriff's staff are getting a 5% raise, but you ask for 14%. Getting into public office is not about getting rich. No one gets a 14% raise. Archuleta spoke to lady that works on the freeway and she makes \$15 per hour and would have to work 800 hours to make that raise. A guy that makes transformers makes \$20 per hour and would have to work 500 hours. He questioned what the Board thought, as public servants, would entitle them to a \$12,000 raise. Quit defunding Aid for Friends, the Seniors, and Veterans.

11:10 AM Ryan Cameron worked at On Semiconductors for 27 years. He doesn't envy the Commissioners' positions and working on the budget. In his new roll as an ecclesiastical worker, he works closely with Aid for Friends and they provide an important service to people that are in our community and experience a rough patch. When he worked on budgets and looked for leverage of money, he also looked for a needle mover. The \$30,000 from Aid for Friends is not a needle mover in the budget. That money is leveraged heavily by a very efficient organization to benefit this community. Cutting it out is a drastic mistake. He urged to consider the ramifications of Aid for Friends not providing the services they do. It will increase crime and desperation will increase. Bannock County is the kind of community that takes care of one another and a very small line item in the budget goes a long way in the efficient hands of Aid for Friends. He urged to fund consistent as in past.

11:12 AM Sondra Frasure moved back five years ago and taxes had really gone up. Since the Commissioners are getting a raise, the Seniors should get a raise by lowering taxes. Seniors value the meals and participating in activities. The center allows Seniors to get out and socialize. She opposes cutting the Senior Center budget by 50%. They are barely making ends meet.

11:14 AM The fee schedule had no comments.

11:16 AM Donald Allen is a retired state and federal employee, and he expressed empathy to wanting to get salaries at a comparable level; however, cutting Aid for Friends is a terrible way to do it. The indigent budget probably gets saved, along with a lot of lives. It would be short sided to cut that funding, along with other agencies like the free clinic. He does not expect the cheapest budget, but to see spending wisely and efficiently. The charitable organizations do a tremendous job with the funds they receive. The symbolism of support is as important as the money itself. If there were organizations that were thought to not be deserving of County support, then ramp the reduction down slowly to give them an opportunity to seek other funding. Currently, there is a lot of competition for funding because of uncertainty in federal levels of funding. Let them down easy and slowly.

11:18 AM Rich Smith been resident for 60 years and he's aware of the political environment nationally. It seems it is the time in our society to take advantage of the less advantaged and profit ourselves. A 15% pay increase for the Board is out of line this year with cutting the other services. That is, by far, the largest pay increase of any employee. There are good employees. Cutting Aid for Friends, the less advantaged of all of us; they need some assistance. Cutting the Veterans building and publicly abusing them is not leadership. That is bullying and it is not okay. The Event Center has been a money pit since taking it, but still throwing money at it. Either stop or make it profitable. He is a proud veteran. Taking care of veterans and the less advantaged in our community is important. Reconsider Aid for Friends and the Veterans building in the budget.

11:20 AM Kaye Turner has always been proud of how Bannock County supports everyone in the County. She quoted the newspaper regarding charitable cuts to non-profits serving the elderly, children or underserved areas in southern Bannock County, and cuts to the mother-infant care program due to potential service overlap with the Pocatello free clinic who also was cut. She is happy to pay taxes to support the free clinic, Aid for Friends, Meals on Wheels, and the other non-profits that were slashed. She is happy that employees are getting a cost of living raise. She is not happy that four elected officials are getting a raise of \$12,000. Where she sits, as a former educator, \$82,934 is already a fine salary. Put that \$48,000 pay raise back where it belongs, supporting the non-profits of the County.

11:22 AM Bud Smalley is a member of the Marine Corps League and was recently appointed to the veterans memorial building advisory board. He thanked the Board for their continued, generous support of the building. But there are things that may have been overlooked, such as the historic building was given to the veterans in 1926 and continues to serve veterans and other community members as well.

They try to responsibly manage the building for the benefit of everyone. Yes, they rent the ballroom for bargain prices, but it gives opportunities for some who may not otherwise be able to afford a nice venue to make lifelong memories in a beautiful setting. It may have been missed that the Board's support is appreciated by many users other than veterans. The recent damage to the 100-year-old building was a fluke of plumbing. They were taken advantage of by people that were trusted to help to get it restored. With legal help, that abuse will be corrected. While the Board wrestles with budgets and tough decisions on how best to spend tax dollars, know that the people have been very generous with outpouring financial support in fundraising efforts. Those people would not hold the Board in contempt if it continued to do the same. Statute requires a levy to support a veterans memorial. Please reconsider the support to the veterans memorial building. He submitted the remainder of his comments for review.

11:25 AM Russell Gates learned of the proposed 14.5% raise for the Board's salary at the same time of cutting programs for veterans, seniors, homeless, and mothers with small children. The Board should be ashamed. He is a senior citizen and a disabled veteran. As a voting resident, he is concerned to give huge raises while cutting essential programs. The Board is supposed to be public servants; not supposed to be getting rich. There was a time when elected officials would ensure they supported those that elected them. That doesn't seem to be the case here. He cannot vote for anyone that votes for this. He demanded the job be done correctly and serve the voters; not the pocketbooks. There is no reason with this part time job to make more than \$8,000 per year more than the average household in the County. The people in the County need to put a resolution on the ballot to cap the commission's salary at 75% of average household income in the County.

11:27 AM Elva Worley added to the previous comments in that she does not agree with cuts to non-profits. They are still struggling to meet the needs of the community. We, the members of the community always help with their fundraisers. Regarding salaries, she got a graph off the County website showing pay increases for the past eight years. At the earliest years, it was 0-3.5% and in 2023, the Commissioners got 7%, but now 14.5%. In a newspaper article, Hough said the reason for the raise is to bring all employees closer to comparable counties. What people don't know is if the salaries are based on the population of the county. Bannock County is number six for population and should be making an average of \$86,797. Nationwide, the average for a commissioner salary is \$92,249. She does not see any justification for the high pay raise. Please reconsider the budget and do the right thing.

11:30 AM Elizabeth Dyer along with what has already been said, added that you cannot budget away homelessness nor disease. Government should be there for all the people, but please start with those that need it most.

11:31 AM Miguel Dominic is the building historian for the veterans memorial building and expressed that he found disappointment in listening to the meetings that the Board referred to veterans board as irresponsible and stating that they didn't have a plan. The veterans board has done so much for this building. The statements in one meeting about not knowing anything, when there's not been anyone come to sit and talk with the veterans board members. This building is a staple in the community.

Commissioner Moser had stated he didn't think this should be the war memorial for Bannock County, but this is the only building that veterans can go into and actually do something inside the building. It was disappointing to be called out in public knowing what they have done for the building and continue to do.

11:32 AM Carol Mahar, PhD, shared the current salary is between 25-35% higher than the average income nationally, Idaho and Bannock County. Further, the board all have personal, additional income. Regardless, the Board had the audacity to give themselves a 15% raise and cut \$31,000 from people who need it. These cuts take food out of the mouths of people in this community; people who depend on Aid for Friends, the Senior Center, and others. Each of the Board members has three meals per day. Many people struggle to have one meal. People at the Senior Center go there for their one meal per day. She urges to recalculate the budget and determine what is doable without harming people who need it the most. Some employees need raises and we must support first responders.

11:35 AM Shannon Ansley is the chair on the Aid for Friends executive board. Homelessness is a County and city problem. The center helps address that problem. If not funded at the submitted request of \$30,000, the consequences for the agency and the community would be a 24% reduction in the operating fund and fewer people would be accepted into the shelter. Fewer children will be accepted into the shelter. Services to the partner agencies would be reduced. There will be more homeless people on the streets and potentially, more homeless people would become incarcerated. This would be an increased cost to the County. Please reconsider the decision to defund Aid for Friends.

11:36 AM Joe Radeck explained he has a hard time justifying the raise when the Board is already the second highest paid council in the state. He cares about the veterans and the veterans building. He is a member of a coalition formed to get the paperwork to have the Board removed from office, but they will

hold off for now since the election is not far off. If a drastic change is not made, another coalition will be formed after the election. The Board is the second highest paid in the state and cut funding to the veterans building and all non-profit organizations. It won't fly. If changes aren't made, some aren't running, major changes or coalition. Let them do their job.

11:38 AM Tom Eisenhower reviewed that not categorizing these non-profits as employees is wrong and the insinuation that they are inefficient and out of control is insulting to anyone involved. Research would show, in most cases, they provide services on a bare bones basis and the services are performed at a cost that no government entity could match. We have non-profits because they are good at it and perform functions that are needed in communities. The budget level for the Historical Society has not increased since pre-pandemic levels. In the 7/28 meeting, it was stated to pull number out of hat. When did rolling the dice become part of a professional budgetary process? It was offensive. Looking at the business model of the museum, there will be a deficit. We have a gem, please protect what we have before it is lost. Institutions don't just grow back.

11:41 AM Robin Wilson agreed with all things already said, but one other thing is she doesn't understand why ask for pay raises in a year where it is proposed to decrease taxes collected. She is generally disappointed in the distribution of funds in this budget and it sends the wrong message to Idaho and the people in general.

11:42 AM Lydia Noble appreciates the opportunity to speak and knows it is not easy to determine budgets. The raises must be earned. At the INL, she was asked every year asked to give accomplishments and didn't get a raise every year. Regarding accomplishments, there was an epic failure last year with the forensic center. That negates any raise and the Board owes the community an apology. She got phone calls from Boise; it's an embarrassment. Take that raise and give it back to the non-profits and give an apology.

11:44 AM Margo Proksa watched the meeting where it was discussed that giving yourself a raise is the toughest thing in the world to do; and it should be if you're cutting funds to non-profits. Anyone with benefits and sick pay and vacation should be humble. It's a big responsibility because you work for your fellow citizens, the homeless, the hungry, and the physically/mentally ill. Cutting funds from charitable organizations is not necessary. She recommended taking those funds out of the capital items budgeted. Be proud that Bannock County gives to the community. These are essential services. The priority is that we all contribute and deserve peace.

11:47 AM Raina Patterson runs a program with the school district that helps children experiencing homelessness. Last year, there were 263 students without stable housing living in hotels, motels, trailers/campers, or doubled up with other family members. There were 17 students at Aid for Friends. There are more students that don't update address information. There are currently four students living there today. Just this month alone, she has referred six families there. Sometimes that is only stable place for a roof and food. Sometimes she refers families there just due to their resources. She urged the Board to continue to support Aid for Friends. The investment helps ensure the community's children have a safe bed, warm meal, and the stability they need to be successful in school.

11:49 AM Pam Milkowski moved here two months ago and was impressed with how the non-profits collaborate. The low homeless rate was impressive and it was because of the collaboration. Cutting those funds will result in a homeless rate that will be out of control. Keep funding the non-profits so they can work together to do what's best for the community. Go visit the non-profits for a day and see how they collaborate. They don't overlap services, but work together for the community.

11:50 AM Michael Sampson watched the video where the decision was made to cut non-profits and was offended by the discussion, the lack of knowledge of how the agencies work and how they work together. He is very involved with the non-profits and has been a volunteer for almost 25 years for Aid for Friends. He knows how hard the partner agencies have worked to get where they are now. City residents are also county residents. He requested the Board reconsider and find out what the agencies do.

11:55 AM Jennifer Quick is a retired psychiatric nurse practitioner and worked in the acute psychiatric unit. Discharge planning for patients was a huge struggle due to the pressure to discharge for funding and the availability of slots. There was pressure from the emergency room to get patients admitted. Aid for Friends and other non-profit services were a huge benefit. Between hospitalizations, there was backlash for the patients. When she moved here seven years ago, she was so proud of Aid for Friends and the community and still wants to be.

11:57 AM Jessica Buckley works at Aid for Friends. She knows that Valley Mission also applied for some funding. Not only were they not discussed publicly during budget meeting, they were not in the budget. She is concerned as Valley Mission does same thing as Aid for Friends, but for different populations. They are a big support agency for the shelter which is not always the right fit for everybody.

The shelter is not equipped for every individual. They are essential to helping the homeless population, especially those that cannot go to the shelter. She is also concerned for the cuts or stagnation of employees. The phases for employee pay is great, but there is inflation and other costs rising. There are employees on SNAP and those benefits are not stretching far enough and they cannot buy enough food. Before giving yourselves such an increase, ensure all employees are receiving a 3% cost of living adjustment.

11:59 PM Barry Marshall pointed out that veterans are 8% of the population and cutting funding for the building and the programs it supports impacts everything. It should be considered how many people would be impacted with these decisions.

12:01 PM Ray Taysom served in the military and worked at the railroad with an early retirement. He discussed his home value and the increase.

12:02 PM Lauren Georgeson worked with at-risk teenagers that didn't have needs met and they often acted in desperation. When someone is trying to cope, they are not able to thrive. The funding decrease to agencies is concerning. If needs aren't met, desperation causes worse coping. Homeless people should not be jailed, but sometimes happens due to choices and behaviour. It costs more money to jail someone than it does to support some of these non-profits. It is negligent to not support these non-profits. If health concerns are not taken care of, they get worse and more expensive. Supporting people before things get serious, is supporting Pocatello better.

12:05 PM Moser moved to close the public hearing. The motion passed.

- 10 11:14 AM Hough invited anyone that would like to speak on fees to which there were none. The fee schedule hearing was closed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Schedule grants discussion with leadership, Grant Team, and SICOG.	Commission
Approved online applications and signature for Girls Circles and Step Forward Initiative from Idaho Juvenile Justice.	Juvenile
Bring back options for vehicle sale or repair, or purchase price.	Public Works/Coroner
Approved Resolutions 2025-54 Approving Claims Through Contingency for Planning and Development and IT Claims and 2025-55 Authorization to Dispose Surplus Assets/Property.	Clerk
Approved Flock Safety order, agreement and invoice.	Sheriff
Approved engagement letter for Deaton and Co. audit and cooperation letter to Wipfli.	Auditing
Approved consent agenda.	Clerk
Approved open/close public hearing and rezone application for Moon.	Planning/Ordinance
Approved to open/close public hearings for FY26 budget and fees.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, August 28, 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, Attorney Jon Radford, and HR Director Matthew Phillips

Agenda Details

AGENDA	
	Regular Business and Claims Meeting (action items)
	Agenda:
1	• Maggie Mann, Southeast Idaho Public Health Department, providing a quarterly update
2	• Scott Crowther, Event Center and Wellness Complex, seeking to finalize and approve the Rental Agreement with PVSC United Soccer (requested 10 minutes) (action item)
3	• (AMENDED to include) Discuss a vehicle for the Coroner (requested 5 minutes) (action item)
4	• Fiscal Year 2026 Budget Discussion (potential action item)
5	Claims Agenda:
	• 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
	• Volunteer Agreement
	• Alcohol Licenses and Permits
	• Certificate of Residency Approval
	• Mileage Reimbursement Requests
	• Technology Request Form
	• Memorandum Authorization for Accounts Payable

Meeting Notes

- 1 9:00 AM Hough called the meeting to order and requested a moment of silence for the tragedy yesterday. Moser moved to accept the amended agenda. The motion passed.
9:01 AM Mann reviewed the statute that was repealed for licensing and inspection of swimming pools leaving no authority to license or inspect in Idaho. That leaves a big risk for communicable disease. Oneida County requested help to give authority to the county. The Health Department recommended the cities and counties adopt ordinances and that the ordinances should mirror each other. A draft ordinance was submitted and a memorandum to have the Health District complete the inspections as they have the knowledge and experience. Questions arose regarding jurisdiction with the bulk of pools being in cities and fees.

- 2 9:11 AM PVSC President Mary Keller, Financial Administrator Cortney Lew, and Secretary Erika Neu were also present. Crowther reviewed this is a follow up discussion for the PVSC contract. The suggested structure implements an increase from \$27,000, to \$30,000, and to \$33,000 and the goal is to reduce the impact to kids. The contract includes spring and fall service projects. Dixon relayed this issue is not due to this leadership. In the past, the County was blamed for rate increases by previous soccer leaders and there has been a lot of finger pointing. The County would expect when getting a huge price break, it would be acknowledged. The soccer fee rates went from \$600 to \$1,000 when other clubs in Idaho Falls are only \$400. When the Commissioners give a fee waiver, some of purpose is to make things affordable for everyone. The fee waiver is from \$300,000 to \$12,000. Dixon reported complaints he heard that scholarships were approved, but then reversed, and now the club is going to build a new building with the cost savings from the County. The County is looking for a better partnership. Discussion ensued on the number of players, helping families, scholarships, improved fields, and culture development. Moser moved to approve a one-year contract with PVSC. The motion passed.
- 3 9:36 AM Assistant Public Works Director Buddy Romriell, Coroner Torey Danner, and Shop Supervisor Jason Murdock. Romriell reviewed needed repairs for the Durango. The private party value is \$7,000 in fair condition. He recommended selling the vehicle through auction. The alternative is to purchase a vehicle. There is an LS in Utah for \$60,300 with 4,700 miles or a new one in Boise for \$62,195. The Board preferred staying in Idaho. Klauser shared the purchase would use capital. Bullock moved to proceed with the dealer in Boise with the same parameters as the search for pricing. The motion passed.
- 4 9:40 AM Hough was thankful for the public involvement. Moser explained that a position was not filled and those funds were utilized to budget raises. The Commissioners are full time employees and work 24/7, even on vacation. The cost of running for office is spendy and between the three of them, they serve on 27 boards. There are over 500 references to duties of commissioners in Idaho Code. The veterans memorial building had water damage and they asked for money. They were told County staff would be sent over, but they hired a contractor. The County has spent \$900,000 on that facility and it has not been abandoned. There are funds in the proposed budget. Additionally, non-profits are not taxed and do not pay property taxes. He thanked Aid for Friends for coming to meet individually with the Board after the budget was released. There have been comments for not supporting veterans, but that is not true. His daughter is a veteran and the County has a veterans program.
9:45 AM Bullock pointed out there was additional costs for health benefits that did not get passed to the employees. The County is full of continued mandates such as providing law enforcement and a jail. Some counties don't have a facility. We maintain 500 miles of roads. There are judicial mandates to maintain a courthouse. The juvenile system has a jail that houses for the region. There is a mandate of the people to keep down mosquitos and weeds, and a mandate for an ambulance program that services down to Fish Creek pass. Assessment of properties is mandated, along with motor vehicle registration and drivers license. Too often, people don't think counties do anything, but yet counties are involved in a lot of things. There's a prosecutor; mandated. There are close to 400 employees to keep happy. The Board met with every department. It is not as simple as someone looking at one budget meeting and know the whole process. Mistakes can happen. One of the biggest mandates from the people is to keep property taxes low. One of the areas missed on is charities. In defense, counties are not mandated to fund non-profits. Not many cities do. With the information had, decisions were made. He apologized for looking narrowly at the non-profits, but would not apologize for trying to take care of the citizens. They are making efforts to find funds to make the non-profits whole out of the current budget. There are no revenues to be able to just raise prices.
9:54 AM Hough made comparison to being a referee; no matter what you do you won't make everyone happy. Hough relayed experience using County services with his daughter for a hospital bill. That's the heart of Bannock County and that came through when everyone shared voices about taking care of non-profits. He apologized for not having all the information. They are looking for ways to restore some funding. There is no solution today, but a path forward. He thanked citizens for participation in the process.
9:57 AM Bullock moved to approve the budget for FY2026 with a promise to increase collaboration moving forward. The motion passed.
- 5 9:59 AM Moser moved to approve the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda.	Clerk
Approved one-year contract with PVSC.	Parks & Rec
Approved auctioning Durango and purchase vehicle.	Coroner/Public Works
Approved FY2026 budget.	Auditing/Resolution
Approved consent agenda.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, September 2, 2025
Commissioners present:	Jeff Hough and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ernie Moser
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Scott Pearson, and HR Director Matthew Phillips

Agenda Details

AGENDA	
	Regular Business Meeting (action items)
	Agenda:
1	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	<ul style="list-style-type: none"> Matt Olsen, Juvenile Probation Director, requesting an exceptional step placement for the candidate that was offered the Juvenile Probation Officer position, potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following Executive Session (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> Daniel Kendall, Buildings and Grounds, requesting to purchase a Pioneer 520 snowplow in Fiscal Year 2025 (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Procurement, seeking to (1) discuss a recommendation to award the Janitorial Services Request for Proposal and, (2) provide a procurement update (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Approval of Proposed and Increased Fees as presented during the Public Hearing on August 26, 2025 (action item)
6	RESOLUTIONS AND ORDINANCES (action items): Resolution No. 2025-56 Approving August 2025 Salaries Resolution No. 2025-57 Approving August 2025 Alcohol Licenses Ordinance 2025-05 Amendment No. 71 to Zoning Ordinance No. 1998-1
7	LETTERS AND NOTICES (action items): Public Hearing Notices Notice of Sale of Bannock County Real Property
8	SIGNATURE ONLY (action items): Independent Contractor Agreement: Counseling Treatment, Charting and Related Services
9	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 Volunteer Agreement Technology Forms Minutes:

Meeting Notes

- 1 8:59 AM Hough called the meeting to order. Community Resources and Advocacy Director Shantal Lauulu presented a cremation application for case number 20250050 and one release of lien. Hough moved to approve case number 20250050 and a release of lien for case 20000094. The motion passed.
- 2 9:07 AM Chief Probation Officer Todd Mauger also appeared. Olsen reviewed justifications for an exceptional placement request. Bullock moved to accept the recommendation to rehire an individual with exceptional placement. The motion passed.
- 3 9:01 AM Assistant Public Works Director Buddy Romriell also appeared. Kendall requested a reallocation of funds to purchase an ATV with an enclosure and snow plow. Romriell reviewed the machine, accessories, and estimated costs of \$18,000. Bullock moved to approve up to \$18,000 from the current budget. The motion passed.
- 4 9:12 AM Crystal will reschedule the award recommendation. Updates were given on procurement projects.
- 5 9:22 AM Hough moved to approve the fees from the August 26 public hearing. The motion passed.
- 6 Bullock moved to approve the Resolutions 2025-56 and 57 and Ordinance 2025-05. The motion passed.
- 7 9:23 AM Hough moved to approve the public hearing notices for the areas of city impact and the notice of sale of tax deed properties. The motion passed.
- 8 9:26 AM Hough moved to approve the agreement. The motion passed.
- 9 9:27 AM Bullock moved to approve the items in the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved cremation assistance for case number 20250050 and a release of lien for case 20000094.	Indigent
Approved exceptional placement rehire.	Juvenile
Approved reallocating up to \$18,000 for ATV for snow removal.	Maintenance
Approved FY26 fee changes.	Resolution
Approved Resolutions 2025-56 Approving August 2025 Salaries and 2025-57 Approving August 2025 Alcohol Licenses; and Ordinance 2025-05 Amendment No. 71 to Zoning Ordinance No. 1998-1.	Clerk
Approved publication of public hearing notices for areas of city impact and tax deed sale.	Clerk/Commission/Planning
Approved counsellor IC agreement.	D6
Approved consent agenda.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, September 4, 2025
Commissioners present:	Jeff Hough and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ernie Moser
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Jon Radford, and HR Director Matthew Phillips

Agenda Details

AGENDA	
	Regular Business and Claims Meeting (action items)
	Work Session Agenda:
1	<ul style="list-style-type: none"> Jamie Pehrson, Fair Board Coordinator, requesting to discuss (1) waived or reduced fees for Marsh Valley High School football bleacher rental and (2) waived or reduced fees for Arimo community bleacher rental (requested 10 minutes) (action item)
2	<ul style="list-style-type: none"> Dillon Evans, Solid Waste, providing a Landfill update (potential action item)
3	<ul style="list-style-type: none"> Anita Hymas, Assessor, seeking signature on Tax Cancellation Requests (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Procurement, seeking to discuss a recommendation to award the Janitorial Services Request for Proposal (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Kristi Klauser, Auditing, requesting a signature on County L2s that are due 9/4/2025 (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> Buddy Romriell, Public Works, requesting an Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following Executive Session (requested 10 minutes) (action item)
7	Claims Agenda: <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 Mileage Reimbursement Requests Technology Request Form Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization
8	Bid Opening Landfill Entrance Construction Invitation to Bid (action items)

Meeting Notes

- 1 8:59 AM Hough called the meeting to order. Fairground Maintenance Alex Hauser and Kent Howell with Marsh Valley High School were also present. Pehrson reviewed the bleacher fee waiver request for Marsh Valley High School. Howell reviewed the budget constraints and bleacher use. Bullock moved to approve the fee waiver. The motion passed.
9:03 AM Bill Jons appeared. Pehrson reviewed the bleacher use last year and the request for one day use of all three sets of bleachers in December. Hough moved to approve the rental for the community nativity. The motion passed.
- 2 9:07 AM Evans gave updates on Landfill operations. Discussion ensued on demolition of the mall.
- 3 9:13 AM Hymas reviewed the tax cancellations are on properties the city purchased. Bullock moved to accept the recommendation of the Assessor to cancel taxes for the parcels. The motion passed.
- 4 9:16 AM Crystal requested to continue the discussion to ensure the bidder did not miss something as the bid was quite a bit lower than the other bid. Discussion will resume at the 10 am meeting.
10:05 AM Crystal relayed the contractor has not responded. The matter will be pushed to next week.
- 5 9:15 AM Klauser reviewed L2s. Hough moved to approve the L2s. the motion passed.
- 6 9:22 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 9:32 AM Hough moved to exit executive session. The motion passed. Discussion included changing pay and not filling a position to facilitate that increase. Bullock moved to approve the salary adjustment for FY2026. The motion passed.
- 7 9:19 AM Klauser reviewed an invoice for fiber to the YDC from Direct Communications. Bullock moved to approve adding the invoice to the claims from PILT and to approve the claims agenda. The motion passed.
- 8 10:00 AM Procurement Officer Shanda Crystal appeared. Hough reviewed the solicitation requirements. Crystal unsealed the six bids. Hough read bids from:
Alpine Construction Management LLC for \$5,782,100
Engineering Structures for \$4,072,334
Gale Lim Construction for \$4,141,900
RS jobber Inc for \$3,426,743.60
Sloan Security Group for \$187,690.75
Whitaker Construction Company for \$4,352,508
Bullock moved to accept the bids and take them under advisement. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved fee waiver for bleacher rental for Marsh Valley School and approved bleacher rental for community nativity.	Fairgrounds
Approved tax cancellation requests.	Assessor/Treasurer/ Resolution
Janitorial bid award rescheduled to next week.	Procurement
Approved L2s.	Auditing
Approved entry/exit executive session and salary adjustment.	Public Works/Clerk
Approved claims agenda.	Clerk
Accepted bids for review for Landfill entrance project from Alpine Construction Management LLC, Engineering Structures, Gale Lim Construction, RS jobber Inc, Sloan Security Group, and Whitaker Construction Company.	Procurement